



**CROOK COUNTY COURT MEETING**  
**Crook County Annex | 320 NE Court St. | Prineville OR**  
**WEDNESDAY, August 4, 2021 at 9:00 A.M.**

**CONSENT AGENDA**

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

1. Approve Minutes of July 27, 2021 Work Session and July 21, 2021 Regular Meeting Minutes
2. Approve Review D.A. Davidson Non-Corporate Organization & Association Resolution, Authorizing Treasurer to Make Investments
3. Approve Sheriff Auctioned Property/Bargain and Sale Deed
4. Approve MOU Between the State Library of Oregon and Crook County Library
5. Approve Order 2021-41 Amending Employee Handbook Regarding Workplace Discrimination/Harassment and Use of County Vehicles
6. Approve Order 2021-42 Accepting Grant from OHA for Youth-Led Projects
7. Approve IGA re Deschutes Basin Assistant Watermaster Program Crook County
8. Approve Extension to Professional Services Contract
9. Approve Covid-19 Vaccine Equity Plan
10. Approve Amended Order 2021-36 for Election of Flat Rock Road District
11. Approve Ann Beier Consulting Contract

**SCHEDULED APPEARANCES**

12. Fairgrounds Lighting Project
13. Greater Idaho Movement

Requester: Casey Daly  
Requester: Shawn Cross (1 Hour)

**DISCUSSION**

14. **Public Hearing:** Ordinance 326 - Second Reading
15. **Public Hearing:** Order 2021-41 Amendment 1
16. Bond Measure Election for Justice Center/Courthouse

Requester: Ann Beier  
Requester: Katie Plumb  
Requester: John Eisler

**EXECUTIVE SESSION – None Scheduled**

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

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

## **NOTICE AND DISCLAIMER**

The Crook County Court is the governing body of Crook County 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 maybe added, removed or changed between when this file is posted online and when the County Court meeting is held. The material contained herein maybe changed at any time, with or without notice.

**CROOK COUNTY MAKES NO WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING ANY WARRENTY OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE OR FOR ANY OTHER MATTER. THE COUNTY IS NOT RESPONSIBLE FOR POSSIBLE ERRORS, OMMISSIONS, MISUSE OR MISINTERPERTATION.**

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

If you are interested in obtaining additional copies of any of the documents contained herein, they maybe obtained by completing a Crook County Public Records Request form. Request forms are available on the County's website.

**CROOK COUNTY COURT MINUTES  
OF JULY 27, 2021 WORK SESSION  
Open Portion**

**Be It Remembered** that the Crook County Court met in a regularly scheduled Work Session on July 27, 2021, at 9:45 a.m. in the Administration Conference room located at 203 NE Court Street, Prineville, Oregon 97754.

Court Members Present: Judge Seth Crawford and Commissioner Jerry Brummer

Absentees: Commissioner Brian Barney

Others Present in Person or Via WebEx: Legal Counsel John Eisler; Administration Executive Assistant Amy Albert; Legal Assistant Lindsay Azevedo; Director Ann Beier; Road Master Bob O'Neal; Director Will Van Vactor; Planner Brent Bybee; Kevin Spencer; Bryan Walsh; Matt Hutchinson and Eric Bush.

**WORK SESSION**

The meeting was **called to order at 9:45 a.m.**

Agenda Item #1, Potential County Application for a Right of Way Grant from the Bureau of Land Management: Director Ann Beier presented the Court with an application for transportation, utility systems, telecommunications and facilities on federal lands and properties. The easement will allow the FAA, Gala Solar and Aurora Solar to utilize a portion of SW Millican Road that runs through BLM land in order to access property beyond BLM land. Kevin Spencer and Gala Solar will enter into an agreement with the County in which they will be responsible for the upkeep of the road, as this easement will not be maintained by the County. The details of the contract will be finalized and brought back before the Court on August 18<sup>th</sup>.

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

**EXECUTIVE SESSION**

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

There being no further business before the Court, the meeting was **adjourned at 9:45 a.m.**

Respectfully submitted,

**Amy Albert**

**CROOK COUNTY COURT MINUTES  
OF JULY 21, 2021 REGULAR MEETING  
Open Portion**

**Be It Remembered** that the Crook County Court met in a Regular Court meeting on July 21, 2021, at 9:00 a.m. in the County meeting room located at 320 NE Court Street, Prineville, Oregon 97754.

Court Members Present: Commissioner Jerry Brummer and Commissioner Brian Barney

Absentees: Judge Seth Crawford

Others Present in Person or Via WebEx: Legal Counsels Eric Blaine and John Eisler; Administration Executive Assistants Amy Albert; Legal Assistant Lindsay Azevedo; Director Ann Beier; Road Master Bob O'Neal; Pastor Ron Hemphill; Monty Kurtz; Gail Merritt; Steve Uffelman; Janet Hutchison; Eric Bush; Raymond Law; Jodie Barram; Jered Reid; Jason Beebe; Raymond Law; Patricia Jungmann; Steve Forrester; Eric Klann and Joe Stutler.

**REGULAR SESSION**

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

The City of Prineville meeting was **called to order at 9:03 a.m.**

**MOTION** to approve the Consent Agenda as presented with these changes. Motion seconded. No discussion. Motion carried 2-0.

Appearances / Item #12: The County Court and City Council held a joint meeting to discuss leaving War Paint in the City Plaza and move Maverick to the Tom McCall roundabout. War Paint was commissioned with the intent of being placed in the Tom McCall roundabout however, the statue was first placed in the City Plaza to provide the public access for viewing. Many community members have expressed their desire for War Paint to remain in the City Plaza due to the fact that there are many details within the statue that individuals driving through the roundabout will miss. Maverick is currently in the City Plaza and does meet ODOT requirements to be placed in the roundabout because of this Maverick will be placed in the roundabout and War Paint will remain at the City Plaza. Eric Klann and Steve Forrester will help in facilitating the move of Maverick to the roundabout.

**MOTION** to leave War Paint in the City Plaza and move Maverick to the roundabout. Motion seconded. No further discussion. Motion carried 2-0.

Prineville City Council: **MOTION** to leave War Paint in the City Plaza and move Maverick to the roundabout. Motion seconded. No further discussion. Motion carried 6-0. Absentee: Jeff Papke

The City Council set a Peoples Irrigation Meeting for July 23, 2021 at 12:00 p.m.

The City Council meeting adjourned at 9:23 a.m.

Appearances / Item #13: Joe Stutler and Jodie Barram from Oregon Living with Fire appeared before the Court to present the memorandum of understanding (MOU) between Crook County, Jefferson County, Klamath County and Deschutes County. The purpose of the MOU is to work together in the areas of watershed restoration and community protection efforts to implement national cohesive wildland fire strategy in Central Oregon. Mr. Stutler and Ms. Barram will attend two County Court meetings per year to keep the County Court and community members apprised of any changes within their organization.

**MOTION** to approve memorandum of understanding between Crook County, Jefferson County, Klamath County and Deschutes County. Motion seconded. No further discussion. Motion carried 2-0.

Discussion item #14: Community Development Director Ann Beier presented the Court with Ordinance 325 for a second reading and Ordinance 326 for a first reading. Ordinance 325 and Ordinance 326 are similar as they both make several changes to the County zoning code. The difference between Ordinances is Ordinance 325 requires Riverside Ranch units two and three to be contiguous while Ordinance 326 does not require the lots to be contiguous. County Counsel John Eisler recommends the Court approve Ordinance 326 as this is the expectation of the community.

Ordinance 325 was read by titles only and a public hearing was opened. With no comment the public hearing was closed.

Ordinance 326 was read by titles only and a public hearing was opened. Eric Bush asked the Court to take in to account managing the expectations of the community while considering the impact of population density and growth near public lands. The public hearing was closed.

It was decided that Ordinance 326 would be scheduled for a second reading at the August 4<sup>th</sup> Court meeting.

**MOTION** to read Ordinance 325 by title only. Motion seconded. No further discussion. Motion carried 2-0.

**MOTION** to read Ordinance 326 by title only. Motion seconded. No further discussion. Motion carried 2-0.

Discussion item #15: County Counsel Eric Blane presented the Court with Order 2021-40 regarding fees for fiscal year 2021 - 2022. The library requested two fees regarding photocopies be cut in half.

A public hearing on Order 2021-40 was opened. Eric Bush commented on the responsibility of the County to make sure they are recouping their costs from services offered to the public, while not using these fees to make a profit. Monty Kurtz

commented on making sure the county finds a balance so as not to lose revenue. The public hearing was closed.

**MOTION** to approve Order 2021-40. Motion seconded. No further discussion. Motion carried 2-0.

Discussion item #16: County Counsel Eric Blaine presented a ninety-five-page intergovernmental agreement (IGA) #169167 CDDP funding agreement and discussed the changes therein from previous agreements. The IGA is a biennial funding agreement with DHS for Community Development Disability Programs. The County approved of the IGA but will reach out to Rick Treleven for his position on the agreement being between Best Care and DHS in the future.

**MOTION** to approve State of Oregon intergovernmental agreement for the financing of Community Development Disabilities Program services. Motion seconded. No further discussion. Motion carried 2-0.

There being no further business before the Court, the meeting was **adjourned at 10:32 a.m.**

Respectfully submitted,

**Amy Albert**

# Crook County Counsel's Office

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



## MEMO

TO: Crook County Court

FROM: County Court

DATE: July 19, 2021

RE: D.A. Davidson Authorization for Treasurer to Make Investments  
Our File No.: Treasurer Misc.

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D.A. Davidson has forwarded the attached form for the County's approval, which would authorize Galan Carter as County Treasurer to make investments on behalf of the County. Currently, Debbie Palmer is listed in this role, and the form will verify that Mr. Carter is her successor with the same duties and responsibilities.

The form requires that the "Secretary of the Organization" sign as well, to certify that this resolution is in accordance with the laws of the organization. The County may not have an employee whose job title is "Secretary of the County" (this form isn't really in the County Clerk's wheelhouse) so I can sign as County Counsel.

**Please place this memo and the attached document(s) on the Wednesday, August 4, 2021 County Court Agenda as a CONSENT ITEM, for approval and signatures.**

Approved this \_\_\_\_ day of \_\_\_\_\_ 2021.

CROOK COUNTY COURT

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

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

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



Account #: 22294981 Branch #: 1193 FA #: 8574 TRAX #: \_\_\_\_\_

I, Eric Blaine, County Counsel, do hereby certify that at a meeting of the  
(Print Name of Organization Secretary)

County Court of Crook County Oregon on August 4, 2021,  
(Print Name of Organization's Governing Body) (Print Name of Organization) (Print Date)

the following resolutions were adopted and are in full force and effect:

**RESOLVED**, that the organization open an account with D.A. Davidson & Co., for the purpose of buying, selling and trading in, for the account and risk of the organization, and in its name, stocks, bonds and other securities and contracts for commodities or securities and put and call options for cash and on margin or otherwise, including short sales and in accordance with the terms and conditions required by D.A. Davidson & Co.;

**RESOLVED**, that any one of the following officers of the organization, viz.

Galan Carter  
(Print Name(s))

\_\_\_\_\_  
(Print Name(s))

and their successors in such offices be, and hereby are, and each is authorized and empowered to enter orders for purchases of securities including, but not limited to, stocks, bonds and option contracts, and to enter orders for sales, assignments or transfers of stocks, bonds or in any other securities or option contracts now owned or hereafter acquired by the organization in its own right or in fiduciary capacity, and said officers and each of them is authorized and empowered to give instructions in every respect concerning said account with D.A. Davidson & Co., and said firm is authorized and empowered to make payment of monies and deliveries of securities and contracts to said officers or otherwise as they and each of them may order and direct, and said officers and each of them is authorized and empowered to execute any and all agreements with said firm on behalf of the organization in connection with said account in order to conform with the rules and regulations of D.A. Davidson & Co. concerning any of the aforesaid transactions, and in all matters and things before mentioned said officers, and each of them alone, is authorized to act for the organization and on its behalf;

**RESOLVED**, that the authority vested in said officers will be a continuing one and will remain in full force and effect until D.A. Davidson & Co. shall receive from the organization a written notice of the revocation of such authority; and the persons named (and their successors) shall be presumed to be continuously the holders of such offices until D.A. Davidson & Co. receives from the organization a written notice of the election of their successors, properly certified by the Secretary of the organization; and

**RESOLVED**, that the Secretary of the organization be, and hereby is authorized to certify to said firm the foregoing resolutions, and that the provisions thereof are in conformity with the laws of the organization.

I do further certify that the present officers of the organization are as follows:

**Print Name(s):**  
Seth Crawford  
Jerry Brummer  
Brian Barney  
Galan Carter

**Print Office Title:**  
County Judge  
County Commissioner  
County Commissioner  
County Treasurer

DATED this 4th day of August, 2021.

<sup>1</sup>If the resolution authorizes the Secretary to act thereunder, and the Secretary, alone or in conjunction with some other officer, does so act, certification should be by another officer in addition to the Secretary.

\_\_\_\_\_  
Secretary of the Organization <sup>1</sup>  
 \_\_\_\_\_  
Officer of the Organization



# Crook County Counsel's Office

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

• Phone: 541-416-3919

Physical: 267 NE 2<sup>nd</sup> St., Ste 200, Prineville, OR 97754

• Fax: 541-447-6705



## MEMO

TO: Crook County Court

FROM: County Counsel

DATE: July 19, 2021

RE: Sheriff Auctioned Property / Bargain and Sale Deed  
Our File No.: CT. REAL ESTATE 198

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The Sheriff's Office conducted an auction for real property for which the County obtained through foreclosure in case #17CV35982. Two properties were auctioned off and Jeffery McShatko was the winning bidder for both. Tax lot 1517330001200 sold for \$11,150 and tax lot 161624A0000400 sold for \$24,800 for a total of \$35,950.

Mr. McShatko has paid the full purchase price for both properties. It is now appropriate to execute the Statutory Bargain and Sale Deeds attached to transfer real property from the County to Mr. McShatko.

Please let me know if you have any questions.

**Please place this memo and the attached document(s) on the Wednesday, August 4, 2021 County Court Agenda as a CONSENT ITEM, for approval and signatures.**

*After recording, return to:*

Jeffery E. McShatko Revocable Living Trust,  
dated February 3, 2006  
10883 SE Davis Loop  
Prineville, OR 97754

*Until a change is requested, all tax statements shall be sent to the following address:*

Jeffery E. McShatko Revocable Living Trust,  
dated February 3, 2006  
10883 SE Davis Loop  
Prineville, OR 97754

### **STATUTORY BARGAIN AND SALE DEED**

**Crook County, a political subdivision of the State of Oregon,** Grantor, conveys to Jeffery E. McShatko, Trustee of the Jeffery E. McShatko Revocable Living Trust, dated February 3, 2006, Grantee, the real property located in Crook County, Oregon, and described as follows:

Certain real property located in Crook County, Oregon, more particularly described as:

Lot Twenty-seven (27) in Block One (1) of PRINEVILLE LAKE ACRES, according to the official plat thereof on file and of record in the office of the County Clerk for Crook County, Oregon.

**1616 24A 400**

**Ref # 3494 Code 19**

The true consideration for this conveyance is \$24,800 Dollars, but other good and valuable consideration, which constitutes the entire consideration.

**BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY**

LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO

195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2021.

CROOK COUNTY COURT

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

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

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

STATE OF **OREGON**, County of **Crook** ) ss.

Subscribed before me this \_\_\_\_ day of \_\_\_\_\_ 2021, by County Judge Seth Crawford, County Commissioner Jerry Brummer, and County Commissioner Brian Barney.

\_\_\_\_\_  
Notary Public – State of Oregon  
My Commission Expires: \_\_\_\_\_

*After recording, return to:*

Jeffery E. McShatko Revocable Living Trust,  
dated February 3, 2006  
10883 SE Davis Loop  
Prineville, OR 97754

*Until a change is requested, all tax statements shall be sent to the following address:*

Jeffery E. McShatko Revocable Living Trust,  
dated February 3, 2006  
10883 SE Davis Loop  
Prineville, OR 97754

**STATUTORY BARGAIN AND SALE DEED**

**Crook County, a political subdivision of the State of Oregon,** Grantor, conveys to Jeffery E. McShatko, Trustee of the Jeffery E. McShatko Revocable Living Trust, dated February 3, 2006, Grantee, the real property located in Crook County, Oregon, and described as follows:

Certain real property located in Crook County, Oregon, more particularly described as:

The East Half of the Southeast Quarter of the Northwest Quarter of the Northeast Quarter: Section Thirty-three, Township Fifteen South, Range Seventeen East of the Willamette Meridian.

SUBJECT TO: A 30 foot Public Easement for road purposes of the South Boundary, and any other easements, rights of way and restrictions now of record.

The true consideration for this conveyance is \$11,150 Dollars, but other good and valuable consideration, which constitutes the entire consideration.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO

VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO

195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2021.

CROOK COUNTY COURT

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

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

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

STATE OF **OREGON**, County of **Crook** ) ss.

Subscribed before me this \_\_\_\_ day of \_\_\_\_\_ 2021, by County Judge Seth Crawford, County Commissioner Jerry Brummer, and County Commissioner Brian Barney.

\_\_\_\_\_  
Notary Public – State of Oregon  
My Commission Expires: \_\_\_\_\_

# Memo



**To:** County Court  
**From:** April Witteveen, Director of Library Services  
**cc:** Eric Blaine  
**Date:** July 22, 2021  
**Re:** State Library of Oregon ARPA Grant, for August 4, 2021 Court meeting

The Crook County Library applied, and has been approved for, an American Rescue Plan Act (ARPA) grant. Administered by the State Library of Oregon, these funds were to be awarded to libraries to use in projects related to COVID-19 costs, projects connected to equity, diversity, and inclusion outcomes, and projects designed to increase general accessibility to library services.

Crook County Library has determined a need for language translation services to get primary library policy and procedure documents, as well as portions of our website, made available in Spanish. Our goal is to reduce barriers to library use for Spanish-speaking residents in the county.

In addition to translated policy and procedure documents, we also seek to bring bilingual signage and wayfinding to the library, to demonstrate a welcoming environment for Spanish-speaking visitors. We plan to install a digital signage system in our lobby, where we can display a rotating series of bilingual slides to orient patrons to the library building and our services.

We applied for a \$6,000 grant, broken down into the costs below:

Item	Purpose	Cost
Translation Services with Professional Interpreters, Inc	Formal policy and procedure documents; select library webpages	\$5,000
NoviSign digital signage software	Cloud-based digital signage solution. Cost is for the initial year, then will be absorbed into library's software upkeep budget line.	\$200
Digital signage hardware	Monitor; wall mount; media player device	\$800
	Total grant budget	\$6,000

Attached to this memo is the MOU outlining the terms of the grant as supplied by the State Library of Oregon. I appreciate the Court's support of this project as the library continues our commitment to reduce barriers to service and bring the library to all citizens in Crook County.

Respectfully submitted,

April Witteveen



# Oregon

Kate Brown, Governor



## State Library of Oregon

250 Winter St. NE  
Salem, OR 97301-3950

503-378-4243

Fax 503-585-8059

[www.oregon.gov/library](http://www.oregon.gov/library)

### MEMORANDUM OF UNDERSTANDING BETWEEN THE STATE LIBRARY OF OREGON AND CROOK COUNTY LIBRARY

7/19/2021

This memorandum is between the State Library of Oregon (State Library) and Crook County Library for the purpose of responding directly and immediately to community needs arising from the COVID-19 pandemic.

This MOU shall become effective upon signature by the authorized officials from each entity. This memorandum will expire on September 30, 2022.

#### The State Library agrees to:

- Direct up to \$6,000.00 from the FY2021 LSTA ARPA State Grant to Crook County Library for the direct purpose of this memorandum.

#### Crook County Library agrees to:

- Use the funds to translate documents, webpages, signage, and other key information into Spanish to better serve the Spanish-speaking population.
- Acknowledge the funding source on any public-facing information or resources purchases made with these grant funds.
- Submit a midterm report via a form provided by the State Library by March 31, 2022.
- Expend all funds received by August 31, 2022.
- Submit all invoices and documentation related to grant purchases to the State Library by August 31, 2022. **Please ensure that the documentation adds up to at least the total grant amount, as the State Library wants all the funds expended.**
- Submit a simple final report via a form provided by the State Library by August 31, 2022.

#### Signatures

#### State Library of Oregon

Buzzy Nielsen

Program Manager for Library Support

#### Crook County Library

Seth Crawford

Title

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

IN THE MATTER OF	)	
AMENDING THE CROOK	)	
COUNTY EMPLOYEE	)	
HANDBOOK REGARDING	)	ORDER NO. 2021-41
NON-DISCRIMINATION	)	
AND HARASSMENT	)	
INVESTIGATIONS, AND	)	
THE USE OF COUNTY	)	
VEHICLES	)	

WHEREAS, Crook County is committed to maintaining a workplace free of unlawful discrimination and harassment; and

WHEREAS, the County’s non-discrimination practices include a commitment not to discriminate in the provision of employee benefits to qualifying employee dependents; and

WHEREAS, the County is considering reducing the size of its vehicle fleet, to reflect a diminished need and in an effort to conscientiously shepherd the taxpayer’s money; and

WHEREAS, from time to time it is helpful to review the County’s existing policies to determine where they can and should be revised.

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



Section 1. The Crook County Employee Handbook section entitled “ANTI-DISCRIMINATION / ANTI-HARASSMENT” is amended to include the following paragraph, with additions underlined.

The County will not discriminate in the provision of employee benefits, or the provision of benefits to an employee’s qualifying dependents, on the basis of any protected class status recognized by law, including but not limited to race, color, religion, sex, sexual orientation, or national origin. The County will abide by the requirements of ORS 279A.112, which are incorporated into and made a part of this policy.

Section 2. The Crook County Employee Handbook section entitled “Investigation of Complaints and Confidentiality” is amended to read as follows, with additions underlined:

The designated human resources officer, in consultation with County legal counsel, is responsible for the investigation of all complaints of conduct which violates this policy. Upon receiving a complaint of harassment or discrimination or upon becoming aware of conduct which may violate this policy, the designated human resources officer shall first determine if the conduct could violate this policy. The County will treat such complaints as confidential to the extent the law permits a public entity subject to the public records statutes and other applicable law. If it is determined that the conduct could violate this policy, an investigation will be conducted to determine if a violation of this policy has occurred. The level of investigation will be determined by the designated human resources officer. Any investigation will be commenced promptly and will be conducted fairly and as quickly as possible, depending on the circumstances.  
[...]

Section 3. The Crook County Employee Handbook section entitled “Travel and Use of County Vehicles,” third paragraph, is amended to read as follows, with deletions [in Italics].

Travel shall be by automobile unless otherwise authorized by the County judge. [Employees are encouraged to use County vehicles whenever such vehicles are available.] Employees shall not use County vehicles for personal purposes. However, a personal stop that does not result in a deviation from the business purposes shall not constitute a violation of this policy. Notwithstanding this exception, employees should be aware

that the personal use of County vehicles is an extremely sensitive issue with the public. Employees are expected to use good judgment in the use of County vehicles and to not call into question with the public the manner in which the vehicles are used.

Section 4. County staff are authorized to make further formatting and pagination changes as may be necessary to effectuate this Order 2021-41.

DATED this \_\_\_\_\_ day of August, 2021.

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	_____	_____	_____	_____



# MEMO

**To:** Crook County Court

**From:** Katie Plumb, MC

**Date:** July 27, 2021

**Re:** 2021-2023 School-Based Health Center Mental Health Expansion Grant: Youth-Led Projects

Crook County Health Department has been awarded \$84,000 over the course of two years to facilitate implementation of a youth-led adult partnership project that aims to increase protective factors for school age youth in order to reduce risk for suicide and other mental health related harms. This data-driven project is informed by the 2021 Student Health Survey and 2021 Youth Truth Survey.

High school students will be employed by Crook County Health Department to recruit and conduct peer-led focus groups to further identify the mental health needs of their fellow students and to identify a metric or overarching goal(s) for the youth-led adult partnership project. Additional youth will be recruited, as well as adults, to plan and implement activities that will address these identified needs. All youth and adults who participate in the focus groups and partnership group will be reimbursed for their time and commitment to the project.

Crook Kids Clinic behavioral health staff will work with school district staff to identify the mental health needs of students, starting with Pioneer Alternative High School. Clinicians and school staff will create a course based on the needs of the student population; such as anxiety, grief, or coping skills. The course will be held at Pioneer High School and students will be incentivized to participate by offering course credit for enrolling in the class. By bringing mental health support services into the school, it will reduce barriers to accessing care, as well as promote other Crook Kids Clinic health services.

Behavioral health clinicians will be incentivized to participate in a cultural competency training as it relates to providing services to clients who own firearms; which incorporates reducing access to lethal means for individuals who may be at risk for suicide.

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

**FOR THE COUNTY OF CROOK**

**IN THE MATTER OF ACCEPTING A  
GRANT OF \$84,000.00 FROM THE  
OREGON HEALTH AUTHORITY  
(OHA) FOR THE YOUTH-LED  
PROJECTS**

**ORDER 2021-42**

**WHEREAS**, County staff submitted an application for the Oregon Health Authority (OHA) for grant funds to support the Youth-Led Projects; and

**WHEREAS**, the Youth-Led Projects are meant to support projects related to mental health and enhancing OHA services at Crook Kids Clinic; and

**WHEREAS**, the OHA awarded a grant of \$84,000.00 in response to the County's application.

**NOW, THEREFORE**, the Crook County Court adopts the recitals above, and **ORDERS** and **DIRECTS**, based upon the above recitals, that the County accept the grant funds and directs staff to implement the Youth-Led Projects in accordance with the submitted application.

DATED this 4th day of August 2021.

CROOK COUNTY COURT

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

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

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

# Crook County Counsel's Office

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

• Phone: 541-416-3919

Physical: 267 NE 2<sup>nd</sup> St., Ste 200, Prineville, OR 97754

• Fax: 541-447-6705



## MEMO

TO: Crook County Court

FROM: County Counsel

DATE: 7/23/2021

RE: IGA re Deschutes Basin Assistant Watermaster Program-Crook County  
Our File No.: CT CONTRACTS 164

Enclosed is the 2021-2022 IGA with the Oregon Water Resources Department to establish a funding mechanism for costs and services of the Deschutes Basin Assistant Water Master position. The County has participated in this program since 2008. Changes to this year's agreement include replacing Debbie Palmer with Janet Pritiskutch as the local government's authorized representative and an increase in the compensation from \$36,790 to \$40,364.

The Assistant Water Master's duties include:

- Regulate the distribution of water among the various users of water ... in accordance with the users' existing water rights of record.
- Distribute water among the various users under any partnership ditch....
- Divide the waters of the natural surface and ground water sources and other sources of water supply among the canals, ditches, pumps, pipelines and reservoirs taking water from the source for beneficial use.
- Regulating, adjusting and fastening the headgates, valves or other control works at the several points of diversion of surface water or the several points of appropriation of ground water, according to the users' relative entitlements to water.
- Attach to the headgate, valve or other control works the water master regulates, a written notice ... setting forth that the headgate, valve or other control works has been properly regulated and is wholly under the control of the water master.
- Other duties the Oregon Water Resources Director may require.

Please let me know if you have any questions.

**Please place this memo and the attached document(s) on the Wednesday, August 4, 2021 County Court Agenda as a CONSENT ITEM, for approval and signatures.**

## **INTERGOVERNMENTAL AGREEMENT**

### **Agreement No. WRD 21 002**

This Agreement is between the State of Oregon acting by and through its Oregon Water Resources Department (“Agency”) and Crook County (“Local Government”), each a “Party” and, together, the “Parties”.

#### **SECTION 1: AUTHORITY**

This Agreement is authorized by ORS 190.110 and ORD 540.045 and related Administrative rules

#### **SECTION 2: PURPOSE**

The purpose of this Agreement is to establish a funding mechanism for the costs related to the services and duties of an Assistant Watermaster for Deschutes Basin pursuant to ORS 540.045. The related costs include but not limited to salary, benefits and other payroll expenses (OPE), supplies and I/T Services.

#### **SECTION 3: EFFECTIVE DATE AND DURATION**

This Agreement is effective on **July 1, 2021** (“Effective Date”), and terminates on **June 30, 2022**, unless terminated earlier in accordance with Section 16.

#### **SECTION 4: AUTHORIZED REPRESENTATIVES**

##### **4.1 Agency’s Authorized Representative is:**

Oregon Water Resources Department  
 Jeremy Giffin  
 Regional Manager, South Central Region  
 231 SW Scalehouse Loop, Suite 103  
 Bend, OR 97701  
 Phone: 541-306-6885  
 Fax: 541-388-5101  
 Email: [Jeremy.T.Giffin@oregon.gov](mailto:Jeremy.T.Giffin@oregon.gov)

**4.2 Local Government’s Authorized Representative is:**

Janet Pritiskutch  
 Crook County – Accounting Manager  
 200 NE Second Street,  
 Prineville, OR 97754  
 Main Phone: 541-447-6554 Ext. 167  
 Fax: 541-447-2140  
 janet.pritiskutch@co.crook.or.us

**4.3 A Party may designate a new Authorized Representative by written notice to the other Party.****SECTION 5: RESPONSIBILITIES OF EACH PARTY**

- 5.1** Agency shall perform the work set forth on Exhibit A, attached hereto and incorporated herein by this reference.
- 5.2** Local Government shall pay Agency as described in Section 6.

**SECTION 6: COMPENSATION AND PAYMENT TERMS**

- A.** The Agency shall bill County a total amount of **\$40,364.00** for performance of this agreement. Invoicing and payment details are specified in Exhibit A.
- B.** The costs and allocation of payments for services provided under this agreement and comparable agreements individually between Agency, Deschutes and Jefferson Counties are more fully described in separate agreements.

**SECTION 7: REPRESENTATIONS AND WARRANTIES**

Local Government represents and warrants to Agency that:

- 7.1** Local Government is a county duly organized and validly existing. Local Government has the power and authority to enter into and perform this Agreement;
- 7.2** The making and performance by Local Government of this Agreement (a) have been duly authorized by Local Government, (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Local Government’s charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Local Government is party or by which Local Government may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution,

delivery or performance by Local Government of this Agreement, other than those that have already been obtained;

- 7.3 This Agreement has been duly executed and delivered by Local Government and constitutes a legal, valid and binding obligation of Local Government enforceable in accordance with its terms;

Agency represents and warrants to Local Government that:

- 7.4 Agency warrants and represents to Local Government that Agency has the skill and knowledge possessed by well-informed members of the industry, trade or profession most closely involved in providing the services under this Agreement, and Agency will apply that skill and knowledge with care and diligence to perform its obligations under this Agreement in a professional manner and in accordance with the highest standards prevalent in the related industry.

## **SECTION 8: 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 Agency or any other agency or Agency of the State of Oregon, or both, and Local Government that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Deschutes County for the State of Oregon; provided, however, if a Claim 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 any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. LOCAL GOVERNMENT, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

## **SECTION 9: CONTRIBUTION**

- 9.1 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 (a “Third Party Claim”) against a Party (the “Notified Party”) with respect to which the other Party (the “Other Party”) may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each 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 Section and a 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 contribution obligation under this Section 9 with respect to the Third Party Claim.

- 9.2** With respect to a Third Party Claim for which Agency is jointly liable with Local Government (or would be if joined in the Third Party Claim ), Agency 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 Local Government in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of Local Government on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of Local Government 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. Agency'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.
- 9.3** With respect to a Third Party Claim for which Local Government is jointly liable with Agency (or would be if joined in the Third Party Claim), Local Government 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 Agency in such proportion as is appropriate to reflect the relative fault of Local Government on the one hand and of Agency on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Local Government on the one hand and of Agency 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. Local Government'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.

## **SECTION 10: LOCAL GOVERNMENT DEFAULT**

Local Government will be in default under this Agreement upon the occurrence of any of the following events:

- 10.1** Local Government fails to perform as described in Exhibit A or pay Agency as described in Section 6 of this Agreement;
- 10.2** Any representation, warranty or statement made by Local Government in this Agreement or in any documents or reports relied upon by Agency to measure the delivery of services, the expenditure of funds or the performance by Local Government is untrue in any material respect when made;
- 10.3** Local Government (a) 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, (b) admits in

writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) is adjudicated a bankrupt or insolvent, (e) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (f) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (g) 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 (h) takes any action for the purpose of effecting any of the foregoing; or

- 10.4** A proceeding or case is commenced, without the application or consent of Local Government, in any court of competent jurisdiction, seeking (a) the liquidation, dissolution or winding-up, or the composition or readjustment of debts of Local Government, (b) the appointment of a trustee, receiver, custodian, liquidator, or the like of Local Government or of all or any substantial part of its assets, or (c) similar relief in respect to Local Government 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 Local Government is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

## **SECTION 11: AGENCY DEFAULT**

Agency will be in default under this Agreement if Agency fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement.

## **SECTION 12: REMEDIES**

- 12.1** In the event Agency is in default under Section 11, Local Government 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: (a) termination of this Agreement under Section 15, (b) reducing or withholding payment for work or Work Product that Agency has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (c) requiring Agency to perform, at Agency's expense, additional work necessary to satisfy its performance obligations or meet performance standards under this Agreement, (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, or (e) exercise of its right of recovery of overpayments under Section 13 of this Agreement or setoff, or both. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- 12.2** In the event Local Government is in default under Section 10 and whether or not Agency elects to exercise its right to terminate this Agreement under Section 15.3.3, or in the event Local Government terminates this Agreement under Sections 15.2.1, 15.2.2, 15.2.3, or 15.2.5, Agency's sole monetary remedy will be (a) a claim for unpaid invoices for work completed

and accepted by Local Government, for work completed and accepted by Local Government within any limits set forth in this Agreement but not yet invoiced, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less any claims Local Government has Against Agency, and (b) for deliverable-based work, a claim for the sum designated for completing the deliverable multiplied by the percentage of work completed on the deliverable and accepted by Local Government, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less previous amounts paid for the deliverable and any claims that Local Government has against Agency.

### **SECTION 13: RECOVERY OF OVERPAYMENTS**

If payments by Local Government under this Agreement, or any other agreement between Agency and Local Government, exceed the amount to which Agency is entitled, Local Government may, after notifying Agency in writing, withhold from payments due Agency under this Agreement, such amounts, over such periods of times, as are necessary to recover the amount of the overpayment.

### **SECTION 14: LIMITATION OF LIABILITY**

EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTION 13, NEITHER PARTY WILL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER THE LIABILITY CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. NEITHER PARTY WILL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS.

### **SECTION 15: TERMINATION**

- 15.1** This Agreement may be terminated at any time by mutual written consent of the Parties.
- 15.2** Local Government may terminate this Agreement as follows:
- 15.2.1** Upon 30 days advance written notice to Agency;
  - 15.2.2** Immediately upon written notice to Agency, if Local Government fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Local Government's reasonable administrative discretion, to perform its obligations under this Agreement;
  - 15.2.3** Immediately upon written notice to Agency, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Local Government's performance under this Agreement is prohibited or Local Government is prohibited from

paying for such performance from the planned funding source;

**15.2.4** Immediately upon written notice to Agency, if Agency is in default under this Agreement and such default remains uncured 15 days after written notice thereof to Agency; or

**15.2.5** As otherwise expressly provided in this Agreement.

**15.3** Agency may terminate this Agreement as follows:

**15.3.1** Immediately upon written notice to Local Government, if Agency fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Agency's reasonable administrative discretion, to perform its obligations under this Agreement;

**15.3.2** Immediately upon written notice to Local Government, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Agency's performance under this Agreement is prohibited or Agency is prohibited from paying for such performance from the planned funding source;

**15.3.3** Immediately upon written notice to Local Government, if Local Government is in default under this Agreement and such default remains uncured 15 days after written notice thereof to Agency; or

**15.3.4** As otherwise expressly provided in this Agreement.

**15.4** Upon receiving a notice of termination of this Agreement, Local Government will immediately cease all activities under this Agreement, unless Agency expressly directs otherwise in such notice. Upon termination, Local Government will deliver to Agency all documents, information, works-in-progress, Work Product and other property that are or would be deliverables under the Agreement. And upon Agency's reasonable request, Local Government will surrender all documents, research or objects or other tangible things needed to complete the work that was to have been performed by Local Government under this Agreement.

## **SECTION 16: NONAPPROPRIATION**

Local Government's obligation to pay any amounts and otherwise perform its duties under this Agreement is conditioned upon Agency receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement. Nothing in this Agreement may be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of Agency.

## **SECTION 17: AMENDMENTS**

The terms of this Agreement may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.

## **SECTION 18: NOTICE**

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement must be given in writing by facsimile, personal delivery, or postage prepaid mail, to a Party's Authorized Representative at the physical address or fax number set forth in this Agreement, or to such other addresses as either Party may indicate pursuant to this Section 18. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by facsimile becomes effective upon electronic confirmation of successful transmission to the designated fax number.

## **SECTION 19: SURVIVAL**

All rights and obligations of the Parties under this Agreement will cease upon termination of this Agreement, other than the rights and obligations arising under Sections 8, 9, 12, 13, 14, and 18 hereof and those rights and obligations that by their express terms survive termination of this Agreement; provided, however, that termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

## **SECTION 20: 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 will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

## **SECTION 21: COUNTERPARTS**

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.

## **SECTION 22: COMPLIANCE WITH LAW**

In connection with their activities under this Agreement, the Parties shall comply with all applicable federal, state and local law.

## **SECTION 23: INDEPENDENT CONTRACTORS**

The Parties agree and acknowledge that their relationship is that of independent contracting parties and that Local Government is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

## **SECTION 24: INTENDED BENEFICIARIES**

Agency and Local Government are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

## **SECTION 25: FORCE MAJEURE**

Neither Party is responsible for any failure to perform or any delay in performance of any obligations under this Agreement caused by fire, civil unrest, labor unrest, natural causes, or war, which is beyond that Party's reasonable control. Each Party shall, however, make all reasonable efforts to remove or eliminate such cause of failure to perform or delay in performance and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. Agency may terminate this Agreement upon written notice to Local Government after reasonably determining that the failure or delay will likely prevent successful performance of this Agreement.

## **SECTION 26: ASSIGNMENT AND SUCCESSORS IN INTEREST**

Local Government may not assign or transfer its interest in this Agreement without the prior written consent of Agency and any attempt by Local Government to assign or transfer its interest in this Agreement without such consent will be void and of no force or effect. Agency's consent to Local Government's assignment or transfer of its interest in this Agreement will not relieve Local Government of any of its duties or obligations under this Agreement. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

## **SECTION 27: SUBCONTRACTS**

Agency may, without written consent of the Local Government, enter into any subcontracts for any of the work required of under this Agreement. Agency's right to any subcontract will not relieve Agency of any of its duties or obligations under this Agreement.

## **SECTION 28: MERGER, WAIVER**

This Agreement and all exhibits and attachments, if any, constitute 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. No waiver or consent under this Agreement binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given. EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

## **SECTION 29: RECORDS MAINTENANCE AND ACCESS**

Local Government shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Local Government shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Local Government, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document Local Government's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Local Government, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Local Government acknowledges and agrees that Agency and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Local Government shall retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Subject to foregoing minimum records retention requirement, Local Government shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

## **SECTION 30: HEADINGS**

The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Agreement.

## **SECTION 31: AGREEMENT DOCUMENTS**

This Agreement consists of the following documents, which are listed in descending order of precedence: this Agreement less all exhibits, attached Exhibit A (the Statement of Work).

**SECTION 32: SIGNATURES**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

**STATE OF OREGON acting by and through its Oregon Water Resources Department**

\_\_\_\_\_  
Lisa Snyder – Administrator - ASD

\_\_\_\_\_  
Date

**Local Government - Crook County**

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date



## **EXHIBIT A**

### **STATEMENT OF WORK**

County: Crook County,

a. Payment for all work performed under this contract for **FY 2021-2022** shall be subject to the provisions of ORS 293.462 and shall not exceed the maximum sum of **\$40,364.00**, including any travel and other expense reimbursement.

Agency will invoice Jefferson and Deschutes Counties separately for the Fiscal Year. Both parties acknowledge that other agreements may exist under the Deschutes Basin Assistant Watermaster program but are separate to this Agreement.

**b. Crook County**

County shall fund Assistant Water Master Program for the Deschutes Basin as described in this Agreement. The Agency shall perform work that includes distribution of the public waters within the basin; measuring stream flow; canal gaging stations and reservoir gages in all four counties made part of this agreement. Other tasks include reviewing conditional use applications and commenting as appropriate. Assisting the public in questions and matter related to water resources of the basin including water right research, streamflows, points of diversion, water resource studies, water supply and groundwater data that includes well log research.

# Crook County Counsel's Office

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



## MEMO

TO: Crook County Court

FROM: John Eisler, County Counsel's Office

DATE: July 26, 2021

RE: Extension to Professional Services Contract  
Our File No.: Ct. Contracts 232(C)

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Enclosed is Extension to Professional Services Contract (Extension) with Andy Parks and GEL Oregon, Inc. The original agreement was for work mainly focused on the County budget and was set to expire at the end of June.

This Extension continues the period of service through June of 2022. It expands the scope, slightly, to permit GEL to assist the County with revenue planning in relation to the justice center bond election measure. The work for this year is capped at a maximum of \$25,000.

Please let me know if you have any questions.

**Please place this memo and the attached document(s) on the Wednesday, August 4, 2021 County Court Agenda as a CONSENT ITEM, for approval and signatures.**

## EXTENSION TO PROFESSIONAL SERVICES CONTRACT

This Extension to Professional Services Contract (“Extension”) is entered into this 21st day of July 2021 and effective June 30, 2021, by and between Crook County, a political subdivision of the State of Oregon (hereinafter “County”), and A. Andrew Parks, CPA & GEL Oregon, Inc., (hereinafter “Contractor”).

### RECITALS

**WHEREAS**, on February 17, 2021, County and Contractor entered into a Professional Services Contract (hereinafter “Agreement”) for prevention marketing and consulting services; and

**WHEREAS**, County and Contractor desire to extend the term of the Agreement an additional year to June 30, 2022 and amend the scope of services.

### AGREEMENT

NOW, THEREFORE, in consideration of the promises set forth herein, the parties to this Extension agree as follows:

1. **Term.** The Agreement is hereby extended an additional year to expire on June 30, 2022.
2. **Scope of Work.** Contractor’s scope of work under paragraph 3 of the Agreement shall be amended to include assistance with debt, future tax revenue, and budget calculations relevant to the bond measure election for the proposed Justice Center, renovations to the Crook County Courthouse, and any other documents or financial calculations requested by the County for financial planning purposes.
3. **Fee for Services.** For the duration of this Extension, Contractor’s hourly rate shall be \$165.00 per hour for work described in the Agreement; work described in paragraph 2 of this Extension shall be \$187.00 per hour. The total work performed during the Extension period shall not exceed \$25,000.00. Contractor shall not be entitled to mileage/per diem reimbursement unless pre-authorized in writing by the County.
4. **Reaffirmation of Professional Services Contract.** Except as modified by this Extension, all terms and conditions of the Agreement are reaffirmed and remain unmodified and in full force and effect.

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# CROOK COUNTY HEALTH & HUMAN SERVICES DEPARTMENT

*Health and safety for everyone in Crook County*

375 NW Beaver St., Suite 100 Prineville, OR 97754

Telephone: (541) 447-5165 Fax (541) 447-3093

<https://co.crook.or.us/health>



July 26, 2021

We have each reviewed the attached responses to all questions and affirm that the LPHA jurisdiction will continue to make meaningful efforts to offer culturally-responsive, low-barrier vaccination opportunities, especially for populations in our jurisdiction experiencing racial or ethnic vaccine inequities. We commit to implementing this plan to close the racial and ethnic vaccine inequities in our jurisdiction.

The LPHA and its partners will continue to ensure that vaccine sites are culturally-responsive, linguistically appropriate and accessible to people with physical, intellectual and developmental disabilities and other unique vaccine access needs.

Katie Plumb, MC LPH Administrator	7/26/2021 Date
Dr. Natalie Good, DO LPH Officer	Date
Judge Seth Crawford Chair of LPHA governing body	Date



# CROOK COUNTY HEALTH & HUMAN SERVICES DEPARTMENT

*Health and safety for everyone in Crook County*

375 NW Beaver St., Suite 100 Prineville, OR 97754

Telephone: (541) 447-5165 Fax (541) 447-3093

<https://co.crook.or.us/health>



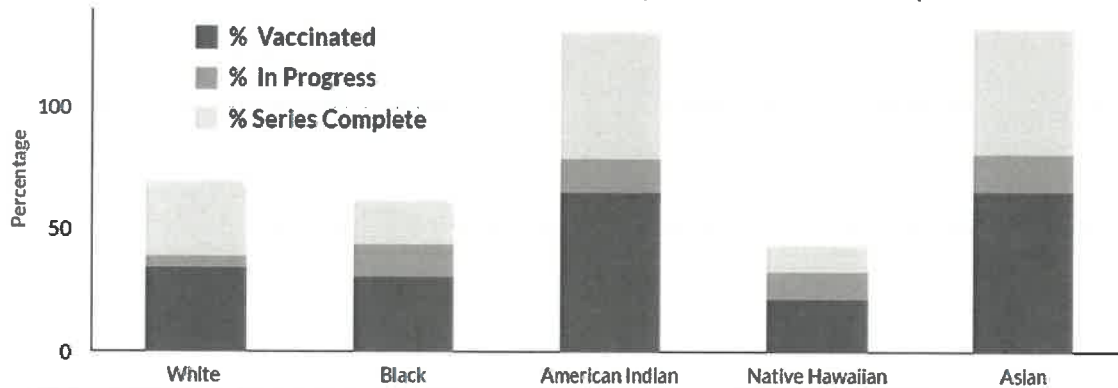
## COVID-19 Vaccine Equity Plan

1. Race and ethnicity data for Crook County will only be available as part of a region on the OHA website and is currently in progress. The following are key data sets from local epidemiology reports that are conducted weekly to monitor vaccination rates by race, ethnicity, age, and geographic location.

### Crook County COVID-19 Vaccination rates by Race and Hispanic Ethnicity

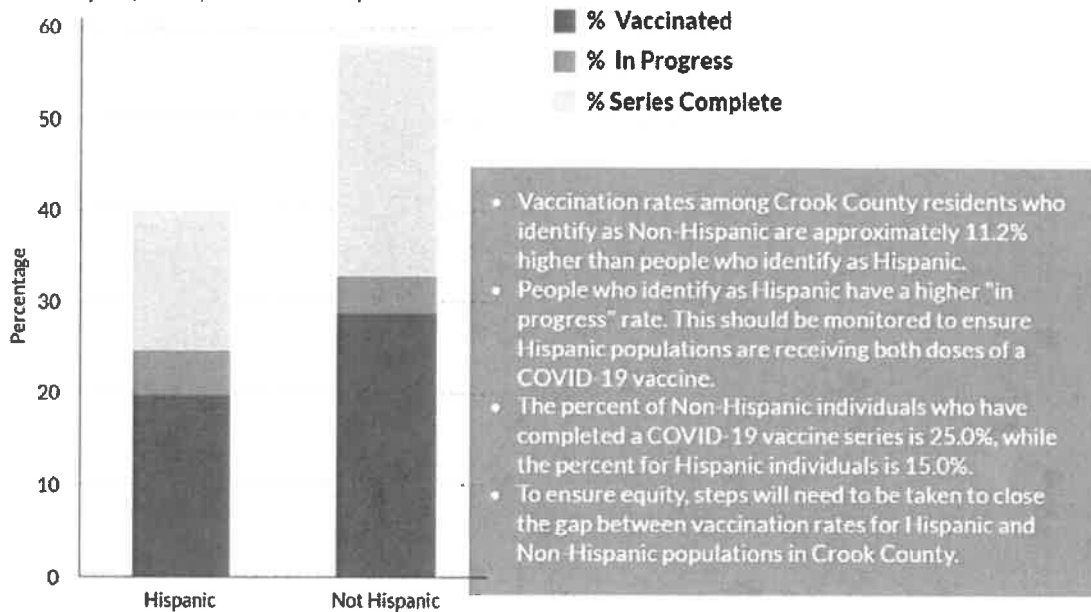
In Oregon and across the nation, people of color are experiencing higher rates of COVID-19 infection. Due to the difference in infection rates between people of color and white populations, we need to ensure equity with vaccine distribution. According to the American Community Survey 2019 five-year population estimates, about 93% of people living in Crook County identify as white and 7% identify as Hispanic or LatinX.

COVID-19 vaccination status by race as of May 23, 2021, Crook County residents



- Crook County residents who identify as Native Hawaiian have the lowest vaccination rates, with about 78.2% not having a dose of a COVID-19 vaccine. Black populations are also lower than other races, with 69.0% not having a dose of a COVID-19 vaccine.
- Black populations did have an increase in the the percent of people "in progress" (11.1% to 13.5%) from 5/16/21 to 5/23/21.
- White populations have the lowest "in progress" rate. This will need to be monitored among other racial groups to ensure all people have the opportunity to receive both doses of a COVID-19 vaccine.

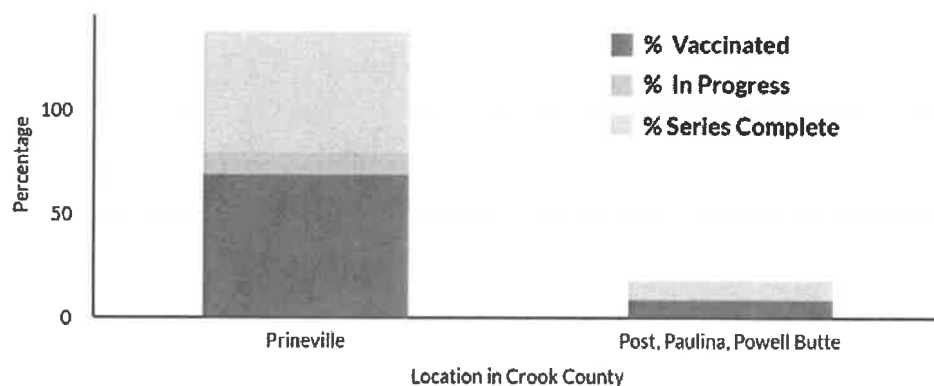
**COVID-19 vaccination status by Hispanic Ethnicity as of May 23, 2021, Crook County residents**



**Vaccination rates for persons who have received a vaccine**

Report Date	Crook County	
	Hispanic	Not Hispanic
12/17/20 - 5/23/21		
15 to 17	11.54%	10.93%
18 to 19	16.13%	20.88%
20 to 29	18.32%	14.18%
30 to 39	16.73%	15.80%
40 to 49	27.16%	19.56%
50 to 59	38.74%	25.59%
60 to 64	45.95%	34.41%
65 to 69	69.44%	47.11%
70 to 74	36.11%	57.27%
75 to 79	107.14%	61.00%
80 or older	40.91%	65.17%
18+	27.90%	33.08%
20+	28.53%	33.33%
40-64	34.41%	25.86%
65+	57.41%	56.13%

COVID-19 vaccination status by location in Crook County  
as of May 23, 2021, Crook County residents



Location	% Vaccinated	% In Progress	% Series Complete
Prineville	69.5%	11%	58.5%
Post, Paulina, Powell Butte	9.3%	0.9%	8.5%

The **operational** factors reflected in these data include:

Limiting Factors	Promoting Factors
Limited access to Pfizer until May 18, 2021	Three Spanish-speaking staff providing interpretation and translation services <ul style="list-style-type: none"> <li>These staff plan, conduct outreach, promote, and support implementation of vaccine events</li> </ul> Contracted translation services are used for larger and/or technical documents/booklets/info guides and forms; available in multiple languages
No current physical presence with vaccine outside of Prineville	Video interpreting services and language line available for more options to best serve client needs
Sign-ups for vaccine appointments have been largely online. This has been a limitation for the majority of senior Crook County residents.	124 community volunteers have supported weekly mass vaccine clinics at Crook County Fairgrounds February 26-May 25, 2021
	Crook County residents could access vaccine at the Central Oregon Vaccine



	clinic at Deschutes County Fairgrounds in Redmond.
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The **policy** factors reflected in these data include:

<b>Limiting Factors</b>	<b>Promoting Factors</b>
Community resistance to public policies that would promote vaccine uptake	The ability of medical systems in Crook County to advocate for policy exceptions that best serve the local community
Larger medical systems are less nimble to provide quick, large-scale response in Crook County	
Restricted access to medical offices (especially for non-English speaking clients) made access to vaccine in those settings challenging	

The **systemic** factors reflected in these data include:

<b>Limiting Factors</b>	<b>Promoting Factors</b>
FQHC and hospital system resources tend to be pulled to regional hub in Bend (larger population center)	Ongoing implementation of ICS response structure to coordinate across Crook County and Central Oregon
Larger medical systems are less nimble to provide quick, large-scale response	Good functional communication processes between the school district and school nurses
Systems have been operating at or above capacity for months; facing burnout, staffing shortages, and decreased resilience	Local Public Health maintained clinical emphasis prior to the pandemic, allowing us to set up vaccine clinics quickly and adeptly
Staffing turnover in key local public health positions in Central Oregon	Increased resources that could be accessed by community members and local public health through state public health and community-based organizations
Exponential growth and transition in State systems that were challenging to navigate at the local level	Coordination and leveraging of regional and state resources to provide hotlines, scheduling help, and vaccine promotion
Inconsistent or no communication with CBOs about services being offered or services available in Crook County	

2. Crook County Public Health and our partners have already taken several steps to address specific racial and ethnic vaccination inequities in the county, including:
  - Vaccine information is available in Spanish on our social media
  - Evening appointments and walk-in access for vaccine
  - Our website (<https://co.crook.or.us/health>) can be translated to multiple languages
  - Promotion of regional mass vaccination clinic at Deschutes County Fairgrounds that includes on-site video remote interpreting for over 35 languages, signage in Spanish, on-site interpreters, and specialized “fast tracking” for individuals with special needs
  - Spanish radio ads promoted mass vaccine clinics
  - Spanish-language vaccine event planned in partnership with Latino Community Association, Oregon Child Development Coalition, and Oregon Health Authority June 11 and July 9
  
3. To continue to address inequities in our jurisdiction, Crook County Public Health will regularly and consistently offer and/or promote additional hours for vaccinations, assuring evening and weekend availability. We will continue to partner with our local and regional health systems and providers to coordinate and promote access to vaccine and information regarding it’s effectiveness. We will continue to partner with community based organizations in Crook County and Central Oregon and seek to foster new relationships that would best serve our most vulnerable and/or disproportionately affected populations. We will actively explore and act on opportunities for pop-up clinics that make vaccinations easily accessible to those experiencing inequities.
  
4. Plan to close vaccine equity gaps among specific racial and ethnic populations, including migrant/farm workers:

Objectives	Goals	Activities	Partners/Stakeholders
Close COVID-19 vaccination equity gap among Hispanic/Latinx population in Crook County	Increase education and awareness among the Hispanic/Latinx population in Crook County about the COVID-19 virus and vaccines	Develop population-specific outreach and education materials  Promote in Spanish: locations with extended hours, information about pop-up	Oregon Child Development Coalition (OCDC) Latino Community Association (LCA) Mosaic Medical Juntos Oregon Health Authority NeighborImpact/HeadStart Thrive Wildhorse Mesa Apartment Complex

		<p>clinics, information about the vaccines and providers who are administering</p> <p>Canvas neighborhoods, businesses, and other gathering places for Hispanic/Latinx families to provide print and verbal information in Spanish</p> <p>Pop up outreach events focused on education and awareness about the COVID-19 vaccine</p> <p>Review website, social media, promotional and educational materials for readability using plain language tools</p>	<p>Ochoco Apartments</p> <p>Crooked River Open Pastures (CROP) Farmer's Market</p> <p>Volunteers in Medicine Clinic of the Cascades</p>
	<p>Increase the vaccine rate among Hispanic/Latinx population in Crook County</p>	<p>Fiesta y Vacunas</p>	<p>Oregon Child Development Coalition (OCDC)</p> <p>Latino Community Association (LCA)</p> <p>St. Charles Health System</p> <p>Oregon Health Authority</p>

		<p>Conduct or partner to conduct pop-up clinics at/near neighborhoods, churches, gathering spaces with high percentages of Hispanic/Latinx population</p>	<p>Oregon Child Development Coalition (OCDC)          Latino Community Association (LCA)          Mosaic Medical          St. Charles Health System          Oregon Health Authority          St. Joseph’s Catholic Church          BestCare Treatment Services</p>
		<p>Extend hours for vaccine clinics (i.e. Saturdays, evenings) and/or work with other providers to do so</p>	<p>Mosaic Medical          St. Charles Health System          Local pharmacies (Rite Aid BiMart, Clinic, Mosaic,</p>
<p>Close COVID-19 vaccination equity gap among migrant/farm workers</p>	<p>Increase education and awareness among the migrant/farm workers in Crook County about the COVID-19 virus and vaccines</p>	<p>Develop population-specific outreach and education materials</p> <p>Messaging out to farmers &amp; ranchers</p> <p>Pop up outreach events focused on education and awareness about the COVID-19 vaccine</p> <p>Review website, social media, promotional and educational materials for readability using</p>	<p>Oregon Child Development Coalition (OCDC)          Latino Community Association (LCA)          Mosaic Medical          OSU Extension          St. Charles Health System          Crooked River Open Pastures (CROP) Farmer’s Market</p>

		<p>plain language tools</p>	
	<p>Increase the vaccine rate among migrant/farm workers in Crook County</p>	<p>Go to the people – especially those experiencing inequity - utilize mobile and pop-up vaccine clinics</p> <p>Offer and/or promote Saturday clinics and extended hours</p>	
<p>Close COVID-19 vaccination equity gap among Crook County population living outside of incorporated Prineville</p>	<p>Increase education and awareness among Crook County residents living outside of Prineville about the COVID-19 virus and vaccines</p>	<p>Develop population-specific outreach and education materials</p> <p>Pop up outreach events focused on education and awareness about the COVID-19 vaccine</p> <p>Review website, social media, promotional and educational materials for readability using plain language tools</p>	<p>Fire houses OSU Extension Thrive Oregon Health Authority Churches Crooked River Open Pastures (CROP) Farmer’s Market Central Oregon Disability Support Network, Inc Mosaic Medical Volunteers in Medicine Clinic of the Cascades Crook County School District</p>
	<p>Increase the vaccine rate among Crook County residents living outside of Prineville</p>	<p>Go to the people – especially those experiencing inequity - utilize mobile and pop-up vaccine clinics</p>	

		Offer and/or promote Saturday clinics and extended hours	
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5. Crook County Public Health has reviewed the CBO Outreach Plans submitted by five OHA-funded community-based organizations based on their preferred involvement in vaccination efforts. Crook County Public Health and our partners have held coordination calls with these organizations, shared information and opportunities for promotion, jointly planned events, and cross posted information online via social media in order to increase meaningful, culturally-responsive, low-barrier access to vaccines.

Maintaining a consistent point of contact with each CBO and navigator is critical so that Crook County Public Health and our partners can ensure awareness of vaccine events. A vaccine coordination taskforce will be convening in Crook County to create a platform for information sharing and event coordination between local public health, partners, and community-based organizations.

6. Crook County did not have any results from the agricultural employer survey. The majority of farms and ranches in Crook County employ few if any workers; often times relying on family to operate their businesses. Crook County Public Health is working with our OSU Extension Office to outreach with agricultural workers through their robust network of interpersonal relationships and communication channels. We are also planning a mobile vaccine clinic in partnership with Oregon Health Authority, that will make vaccine available in our most rural communities.

7. Crook County Public Health participates in the Central Oregon Vaccine Confidence Coalition helping to assess and build vaccine confidence in the region. Radio spots, social media ads, and other communications have been developed by this coalition to address vaccine confidence. Crook County Public Health shares this messaging via local media and communication channels.

In addition to a survey conducted regionally regarding vaccine confidence, Crook County Public Health adapted and conducted the same survey with Crook County residents in order to get a larger sample size. Analysis of survey results informed messaging and promotion of vaccine events.

8. Vaccine confidence is something that Crook County Public Health will be addressing on an ongoing basis. We plan to work with our partners and community-based organizations to assess and respond to confidence levels and the driving forces behind them. The vaccine coordination taskforce referenced in question 5 will provide input and support for vaccine confidence efforts. We will continue to engage with the Central Oregon Vaccine Confidence Coalition and support confidence-building efforts applicable to rural communities across the region.

- 9.** Crook County shares many of the same media outlets as Deschutes and Jefferson Counties, therefore we participate in regional communication strategies and campaigns for large-scale messaging and then curate very specific messages for local communications. Engagement in the Central Oregon Vaccine Confidence Coalition allows Crook County Public Health staff to help inform and leverage resources developed by that group.

Regional:

- Leveraging of rural messaging developed by Deschutes County in partnership with Boost Oregon. Campaign runs on local radio and television on English and Spanish language channels, streaming television, social media, and streaming radio.
- Leveraging of communication campaign for Latinx community members that includes Latinx community leader involvement shared widely on Facebook and YouTube. Facebook Live events with experts and community leaders address vaccine questions and misinformation. The campaign also involves video stories and testimonials from Latinx community members.
- Use of video campaign developed by Central Oregon Health Council featuring local physicians dispelling myths and endorsing the vaccines.

Local:

- Facebook Live events in Spanish that share facts about the vaccines prior to events that are culturally and linguistically focused on our Hispanic population.
- Regular meetings with Public Health liaisons and community leaders in a variety of sectors (faith, schools, business, et cetera) to share vaccine facts and information.
- Regular meetings with Public Health staff and local health care providers to coordinate messaging and referrals to health care professionals for more information about the vaccines.
- Videos and social media posts that address vaccine misinformation are developed in response to trending myths in the community and posted on the Crook County Public Health Facebook and Instagram accounts, and the website.
- Information pop-up tabling and canvassing to educate about the vaccines and refer community members to their health care providers.
- Local press releases and spotlights on community members and medical providers on the importance of the vaccines and where to get reliable information about them.

- 10.** Crook County Public Health and our partners has and will continue to ensure language accessibility at vaccine events with bilingual staff and volunteers, and the use of video and phone interpreting services. Crook County Public Health has three English/Spanish bilingual staff members who provide interpretation services before and during vaccine events. In addition to our staff members, we work with several bilingual volunteers and staff from Community Based Organizations such as Latino Community Association and Oregon Child Development Coalition.

Crook County School District has provided language access services in support of vaccine events by translating documents and promoting events via word of mouth and social media. Print materials are available in English and Spanish at vaccine events, courtesy of Oregon Health Authority, CDC, and Crook County Public Health's contract with Professional Interpreters, Inc. Community Based Organizations also provide print materials at vaccine events in a variety of languages as needed.

Interpreting services via phone have historically been available at Crook County Public Health, and will continue. Crook County Public Health has recently added access to more than 200 languages via video interpreting services through AMN HealthCare that will be available in clinic and remotely at off-site vaccine events. All staff have had introductory training to the service and in-depth training is being offered in team meetings and to individuals who will be using the service most often.

- 11.** In order to decrease transportation barriers to accessing vaccine, Crook County Public Health is promoting medical transportation resources for those who receive Oregon Health Plan benefits. Public transportation is limited to non-existent for the majority of Crook County, so we have and will continue to make vaccine available via mobile and pop-up clinics. Mobile and pop-up clinics will be neighborhood or geographic-specific based on low access and low vaccine rates. They will also be planned for locations that people already frequent, such as grocery store parking lots and other places that people go for regular errands. Gas cards are also being offered as incentives at vaccine clinics to offset transportation costs.
- 12.** Crook County Public Health and our partners work closely to promote vaccine opportunities for youth. There is one location in Prineville that serves as the distribution hub for Pfizer (St. Charles) and Crook County Public Health coordinates with them to be able to secure and administer Pfizer vaccine onsite or during popup or mobile events as needed. Bilingual/bicultural vaccine events will always offer Pfizer in order to ensure meaningful, low-barrier vaccine access for minority youth who experience inequities in COVID-19 disease, death and vaccination.

Vaccine education and outreach includes information about minors rights to consent in Oregon. Crook County Public Health regularly works with student advocates and will have vaccine information available for them to promote as applicable. Crook County youth see medical providers across the Central Oregon Region, so Crook County Public Health regularly communicates with Mosaic Medical, Central Oregon Pediatric Association, St. Charles Health System and other providers through Central Oregon Health Council and a variety of other channels to promote access to vaccine for youth, and especially those from communities experiencing inequities.



**13.** Crook County Public Health will be convening a Vaccine Equity Taskforce to include community leaders from communities of color to regularly review progress on our vaccine equity plans and reassess strategies as needed. Leaders from CBOs including Latino Community Association, Thrive, NeighborImpact, and the Central Oregon Disability Support Network. In addition to the taskforce, regular communications about our equity work are shared out at community meetings, on social media and our website, and in press releases. When sharing progress, opportunities will be available for input and involvement in the planning and implementation processes.

# Crook County Counsel's Office

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



## MEMO

TO: Crook County Court

FROM: John Eisler, Asst. County Counsel

DATE: July 28, 2021

RE: Amended Order for Election of Flat Rock Road District  
Our File No.: Clerk 79(A)

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Enclosed is Amended Order 2021-36. The County approved this Order last month. The statutes are very specific on the requirements for the contents of an order calling for an election of a special road district. One of those requirements is a mention of the "principal Act." ORS 198.835.

As drafted, I managed to omit that language. County Clerk Cheryl Seely thankfully caught my error. Thus, this Amended Order is identical to the one the County approved last month, with the addition of the phrase "under the principal Act of ORS 371.305 et seq" in Section 1.

Please let me know if you have any questions.

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

**ORDER FOR ELECTION OF  
FLAT ROCK ROAD DISTRICT**

**AMENDED ORDER 2021-36**

**WHEREAS**, this matter came before the Crook County Court on June 2, 2021, in accordance with the timeframe and notice required by ORS 198.800 for the final hearing upon the Petition for Formation of Flat Rock Road District, and it appearing that an election is required pursuant to ORS 198.810(4) because the formation includes a permanent tax rate limit for operating taxes for the proposed road district.

**THEREFORE**, the Crook County Court adopts the recitals above, and **ORDERS** and **DIRECTS**, based upon the above recitals, the following:

**Section 1:** After considering the criteria listed in ORS 199.805 and 199.462 and the testimony received, the County Court finds that the following real property, as shown on the map in Exhibit 1 and the legal description of Exhibit 2 (the “Boundaries”), all of which is located within Crook County, would be benefitted by the formation of a special road district under the principal Act of ORS 371.305 et seq.

**Section 2:** The County finds that there is no property beyond the Boundaries that would be benefitted by the proposed special district.

**Section 3:** The County finds that the boundaries of the proposed special road district will correspond to the map and legal description of those benefitted properties described in Section 1.

**Section 4:** The County finds that the duration of the special road district is established as an indefinite duration, unless sooner dissolved according to ORS 198.920 *et seq.* or other applicable law.

**Section 5:** An election shall be held on the 2<sup>nd</sup> day of November 2021 for formation of the Flat Rock Road District.

**Section 6:** The Crook County Clerk shall include with the ballot for the election the map and legal description described in Section 1.

**Section 7:** The three board members of the Flat Rock Road District shall be appointed by the Crook County Court on regular terms of three years. The terms would be staggered in the first and second year so that each year the appointment of one board member will be scheduled for consideration. The Crook County Court will be authorized to fill any vacancy on the board.

**Section 8:** The caption of the ballot title to be submitted to the voters at the election shall read: "FORMATION OF FLAT ROCK ROAD DISTRICT WITH PERMANENT TAX RATE."

**Section 9:** The question submitted to the voters at the election shall read: "Shall a special road district be formed with a permanent tax rate limit of \$4.26 per \$1,000 of assessed value beginning FY 2022-2023?"

**Section 10:** The summary to accompany the caption and question shall read: *"This measure creates the Flat Rock Road District. The District will provide maintenance of and improvements to the roads within the District. A board of three appointed directors will govern the District, as appointed by the Crook County Court. This measure would establish a permanent tax rate of \$4.26 per one thousand dollars (\$1,000) of assessed value beginning in the 2023 fiscal year which would provide a stable and long-term source of funding to operate the District. In the first year of imposition the proposed tax rate will raise approximately \$17,010 a year. A home with an assessed value of \$100,000 would pay approximately \$426.00 a year. The boundaries of the proposed District are Section 5 of Township 16 South, Range 17 East of the Willamette Meridian and Sections 29 and 33 of Township 15 South, Range 17 East of the Willamette Meridian."*

**Section 11:** The Flat Rock Road District shall be authorized to impose operating taxes not in excess of the permanent tax rate limit if the proposed special road district is approved.

**Section 12:** The Crook County Clerk shall give notice of the election forming the Flat Rock Road District by two insertions in the Central Oregonian newspaper, the first publication to be least 15 days prior to the date of the election and the last publication to be made at least 5 days prior to the date of the election.

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**Section 13:** Should the proposed special road district be approved, the existing Flat Rock Road Maintenance Association District shall be dissolved pursuant to ORS 198.920 *et. seq.*

Signed and dated this 4<sup>th</sup> day of August 2021.

CROOK COUNTY COURT

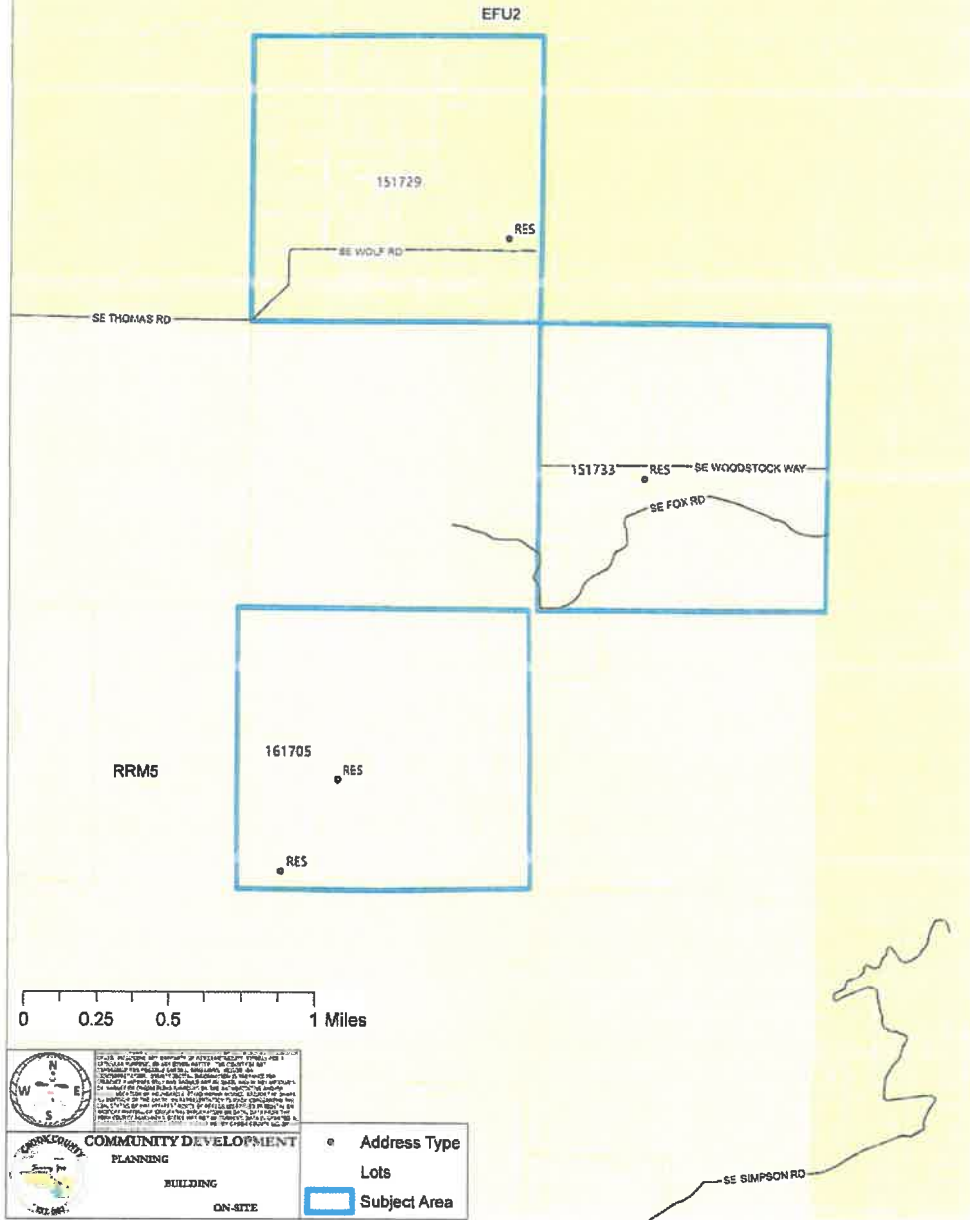
\_\_\_\_\_  
Seth Crawford, County Judge

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

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

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

# Proposed Flat Rock Road District



**EXHIBIT II****LEGAL DESCRIPTION OF THE PROPOSED DISTRICT**

The legal description of the proposed district is:

**Section 5 of Township 16 South , Range 17 East of the Willamette Meridian;  
Section 29 of Township 15 South, Range 17 East of the Willamette Meridian; and  
Section 33 of Township 15 South, Range 17 East of the Willamette Meridian.**

# Crook County Counsel's Office

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Physical: 267 NE 2<sup>nd</sup> St., Ste 200, Prineville, OR 97754 • Fax: 541-447-6705



## MEMO

TO: Crook County Court

FROM: John Eisler, Asst. County Counsel

DATE: July 27, 2021

RE: Ann Beier's Consulting Contract  
Our File No.: Comm. Dev. 68

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Enclosed is Agreement for On-Call Consulting Services (Agreement) with Ann Beier to stay on with the County in a limited capacity as a consultant. Though we are all saddened that she decided to step down as Planning Director, this Agreement would allow her to continue to advise the County and work with applicants on some of the County's more challenging land use applications.

The contract is structured similarly to what the County recently did with Muriel DeLaVergne-Brown. Compensation is set at \$55/hour. The Agreement is effective August 1, 2021 and will expire by its terms on August 1, 2022 (either party may choose to terminate upon 30 days' notice).

Please let me know if you have any questions.

**Please place this memo and the attached document(s) on the Wednesday, August 4, 2021 County Court Agenda as a CONSENT ITEM, for approval and signatures.**

Approved this 4th day of August 2021.

CROOK COUNTY COURT

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

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

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



## AGREEMENT FOR ON-CALL CONSULTING SERVICES

This agreement for on-call consulting services (hereinafter the "Agreement") is executed by and between Crook County, a political subdivision of the State of Oregon (hereinafter "County") and Ann Beier, an individual (hereinafter "Consultant"). County and Consultant may be referred to individually as a "Party" and collectively as the "Parties."

### RECITALS

- A. WHEREAS, County is responsible for providing land use planning services to the residents of Crook County, and, in specific cases, the wider Central Oregon region; and
- B. WHEREAS, Consultant has considerable experience in the management of community development activities, and is willing to provide on-call consulting services to County; and
- C. WHEREAS, Consultant will provide services as requested by the County Court or the Crook County Community Development Director.

### AGREEMENT

Now, therefore, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. Incorporation of Recitals: The above Recitals are made a part of this Agreement, as terms of contract and not mere recitals.
2. Effective Date: This Agreement is effective on August 1, 2021 or the date when signed by both Parties, whichever is earlier.
3. Duration: Unless sooner terminated as described herein, this Agreement will continue in force until August 1, 2022.
4. Payment: County will remit to Consultant a fee of \$55.00 per hour, provided that Consultant has delivered to County a W-9 form and monthly itemized invoice tracking the work performed and hours dedicated to County business.
5. On-Call Consulting Services:
  - a. Standard Consulting Services: Consultant will furnish County with telephone, email, and other contact information, and agrees to be available during reasonable business hours to provide County staff with advice and recommendations on community development issues. County will furnish Consultant with a laptop to conduct County business for the duration of this Agreement.

- b. Emergency consulting services: From time to time, County may experience an urgent matter outside of normal business hours for which it wishes to receive Consultant's services. County agrees to limit the frequency of such emergency consulting requests in recognition of their unusual and disruptive nature. If County wishes to engage such emergency consulting services, County will inform Consultant of the nature of the emergency.
  - c. Off-hours, vacations, and leaves of absence: The Parties may agree to a schedule of consulting hours, or to expected periods of vacations or absence during which one or the other Party is unavailable.
- 6. Independent Contractor: By its execution of this Agreement, Consultant certifies its status as a "Contractor" as that term is used under the laws of the State of Oregon, and that all performance of any labor or services required to be performed by Consultant under the terms of this Agreement shall be performed in accordance with the standards set forth in ORS 670.600.
- 7. Authorized Signatures Required: Only those persons authorized by County may enter into a binding agreement or contract, including a purchase order, for the purchase or sale of goods or services on the part of County. All persons doing business with County shall be responsible for being familiar with the Crook County Purchasing Rules and Procedures and for ensuring that the person purporting to act for County has been duly authorized.
- 8. Compliance with Laws: Consultant agrees to comply with the provisions of this contract, Title VI of the Civil Rights Act of 1964, and with all applicable federal, state, county and local statutes and rules.
- 9. Protection of Personal Information: If Consultant obtains any personal information as defined in ORS § 646A.602(11) related to this Agreement or concerning any County employee, Consultant agrees to provide appropriate safeguards to protect the security of this information. Consultant shall have provided appropriate safeguards by meeting or exceeding the requirements stated in ORS §646A.622.
- 10. Entire Agreement: This Agreement signed by both parties is the final and entire agreement and supersedes all prior and contemporaneous oral or written communications between the parties, their agents and representatives.
- 11. Amendments: This Agreement may be supplemented, amended or revised only in writing signed by both Parties.

12. Assignment/Subcontracting: Neither party may assign or subcontract this Agreement, in whole or in part, without the prior written consent of the other party.
13. Termination: Either Party may terminate this Agreement upon thirty (30) days' prior written notice to the other Party. Termination will not prejudice any right or claim which accrued prior to termination.
14. No Authority to Bind County: Consultant has no authority to enter into contracts on behalf of County. This Agreement does not create a partnership between the parties.
15. Governing Law and Venue: Any dispute under this Agreement shall be governed by Oregon law with venue being located in Prineville, Oregon.
16. Severability: If any part of this Agreement shall be held unenforceable, the rest of this Agreement will remain in full force and effect.
17. Conditions concerning payment, contributions, liens, withholding. Pursuant to ORS 279B.220, Consultant shall:
  - a) Make payment promptly, as due, to all persons supplying to the Consultant labor or material for the performance of the work provided for in the contract.
  - b) Pay all contributions or amounts due the Industrial Accident Fund from the Consultant or subcontractor incurred in the performance of the contract.
  - c) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
  - d) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.
18. Condition concerning payment for medical care and providing workers' compensation. Pursuant to ORS 279B.230, Consultant shall:
  - a) Promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of Employee, of all sums that Consultant agrees to pay for the services and all moneys and sums that Consultant collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.
  - b) Comply with ORS 656.017 or if not exempt under ORS 656.126.
19. Attorney Fees: In the event an action, lawsuit or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement,

each party shall bear its own attorney fees, expenses, costs and disbursements for said action, lawsuit, proceeding or appeal.

- 20. **Counterparts:** This Agreement may be executed in one or more counterparts, including electronically transmitted counterparts, which when taken together shall constitute one in the same instrument. Facsimiles and electronic transmittals of the signed document shall be binding as though they were an original of such signed document.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates below.

**ACCEPTED FOR COUNTY:**

**ACCEPTED FOR CONSULTANT:**

By: \_\_\_\_\_  
 Print: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

By: Ann Beier  
 Print: Ann Beier  
 Title: Consultant - Comm Dev  
 Date: 7/28/21

**Exhibit A**  
**Business Associate Agreement**

This Business Associate Agreement (“Agreement”) between County of Crook (County) and Consultant is adopted to ensure that Consultant will appropriately safeguard protected health information (“PHI”) that is created, received, maintained, or transmitted on behalf of County in compliance with the applicable provisions of Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, *et seq.*, as amended (“HIPAA”), and with Public Law 111-5 of February 17, 2009, known as the American Recovery and Reinvestment Act of 2009, Title XII, Subtitle D – Privacy, Sections 13400, *et seq.*, the Health Information Technology and Clinical Health Act, as amended (the “HITECH Act”).

**A. General Provisions**

1. **Meaning of Terms.** The terms used in this Agreement shall have the same meaning as those terms defined in HIPAA.
2. **Regulatory References.** Any reference in this Agreement to a regulatory section means the section currently in effect or as amended.
3. **Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA.

**B. Obligations of Business Associate**

Consultant agrees that it will:

1. Not use or further disclose PHI other than as permitted or required by this Agreement or as required by law;
2. Use appropriate safeguards and comply, where applicable, with Subpart C of 45 CFR Part 164 to prevent use or disclosure of PHI other than as provided for by this Agreement;
3. Report to County any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including any security incident (as defined in 45 CFR 164.304) and any breaches of unsecured PHI as required by 45 CFR §164.410. Breaches of unsecured PHI shall be reported to County without unreasonable delay but in no case later than 60 days after discovery of the breach;
4. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Consultant agree to the same restrictions, conditions, and requirements that apply to Consultant with respect to such information;
5. Make available PHI in a designated record set to County as necessary to satisfy County’s obligation under 45 CFR 164.524 in no more than 30 days of a request;

6. Make any amendment(s) to PHI in a designated record set as directed by County, or take other measures necessary to satisfy County's obligations under 45 CFR §164.526 in no more than 30 days of a request;
7. Maintain and make available information required to provide an accounting of disclosures to County or an individual who has a right to an accounting within 60 days and as necessary to satisfy County's obligations under 45 CFR §164.528;
8. To the extent that Consultant is to carry out any of County's obligations under Subpart E of 45 CFR Part 164, Consultant shall comply with the requirements of Subpart E of 45 CFR Part 164 that apply to County when it carries out that obligation;
9. Make its internal practices, books, and records available to the Secretary of the Department of Health and Human Services for purposes of determining compliance with the HIPAA rules;
10. County shall notify Consultant of any restriction on the use or disclosure of PHI that County has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Consultant's use or disclosure of PHI;
11. If County is subject to the Red Flags Rule (found at 16 CFR §681.1 *et seq.*), Consultant agrees to assist County in complying with its Red Flags Rule obligations by: (a) implementing policies and procedures to detect relevant Red Flags (as defined under 16 C.F.R. §681.2); (b) taking all steps necessary to comply with the policies and procedures of County's Identity Theft Prevention Program; (c) ensuring that any agent or third party who performs services on its behalf in connection with covered accounts of County agrees to implement reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft; and (d) alerting County of any red flag incident (as defined by the Red Flag Rules) of which it becomes aware, the steps it has taken to mitigate any potential harm that may have occurred, and provide a report to County of any threat of identity theft as a result of the incident; and
12. If Consultant is part of a larger organization, Consultant will implement policies and procedures to protect PHI from unauthorized access by the larger organization.

**C. Permitted Uses and Disclosures by Business Associate**

The specific uses and disclosures of PHI that may be made by Consultant on behalf of County are limited to:

1. Uses or disclosures of PHI as permitted by the HIPAA rules as necessary to perform the services set forth in the Service Agreement; and
2. Uses or disclosures of protected health information as required by law.

**D. Termination**

1. County may terminate this Agreement if County determines that Consultant has violated a material term of the Agreement.
2. If either party knows of a pattern of activity or practice of the other party that constitutes a material breach or violation of the other party's obligations under this Agreement, that party shall take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps are unsuccessful, terminate the Agreement, if feasible.
3. Upon termination of this Agreement for any reason, Consultant shall return to County or destroy all PHI received from County, or created, maintained, or received by Consultant on behalf of County that Consultant still maintains in any form. Consultant shall retain no copies of the PHI. If return or destruction is infeasible, the protections of this Agreement will extend to such PHI.

The obligations under Section D are perpetual and shall survive termination of this agreement.

**COOPER ELECTRIC**  
690 North Main Street  
Prineville, Oregon 97754  
(541) 447-7574  
CCB #49744


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Crook County Fairgrounds  
LED Arena Lighting Phase 1

Payment arrangement for upcoming project:

Total Price including options: \$75,400.00

- 1<sup>st</sup> draw when product is delivered on site: \$50,000.00
- 2<sup>nd</sup> draw when substantially complete: \$20,000.00
- Balance of total upon final approval by the county inspector: \$5,400.00

Signature  Date 7-28-21  
 Print name Jared Cooper Title owner

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

Print name \_\_\_\_\_ Title \_\_\_\_\_





## Request to place business before the Crook County Court

**Important Note:** The County Court is the legislative, policy-setting body of Crook County. Matters which come before the Court should as a general rule be those of general concern to Crook County residents and Crook County. Administrative matters which are the purview of individual departments will be placed on the agenda at the request of the Department Head. By completing this form, you are asking to be placed on the agenda.

Please return this form to Crook County Administration Office via  
Email: [amy.albert@co.crook.or.us](mailto:amy.albert@co.crook.or.us); or Mail: 300 NE 3<sup>rd</sup> St., Prineville OR 97754

Your name: Shawn Cross Date of Request: June 30, 2021  
 Email: chuck.six@icloud.com Phone: 541-213-0383  
 Address (optional): \_\_\_\_\_

1. What is the date of the Court meeting you would like to appear at? July 21, 2021
2. Describe the matter to be placed before the Court: The desire of the people of Crook County to vote on a matter of county concern: the inclusion of Crook County into Idaho
3. What action are you requesting that the Court take? That the Court refer a non-binding advisory question to the November 2021 ballot such as "Should the County Court request Crook County be included into Idaho whenever a relocation of state lines is being negotiated?"
4. What is the cost involved with your request, if applicable? none
5. Please estimate the time required for your presentation. depends on how many wish to speak  
 5 minutes       10 minutes       15 minutes       other \_\_\_\_\_ minutes
6. Are you (or will you be) represented by legal counsel?  
 Yes (please name your attorney) \_\_\_\_\_  
 No, I am not currently represented. **(Note: it is your obligation to advise the Court if at any time you retain legal counsel to assist you in this matter.)**
7. If you have a physical disability and require an accommodation, please specify your need:  
 \_\_\_\_\_

### Optional Endorsement:

Signature of County Judge/Commissioner endorsing this request and requesting placement of the agenda: *(A request submitted at the request of a sponsoring commissioner, will be placed on an appropriate agenda. All other matters will be considered for appropriateness for consideration by the full Court in view of the above criteria.)*

\_\_\_\_\_  
Court member signature

\_\_\_\_\_  
Date

# Crook County Counsel's Office

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



## MEMO

TO: Crook County Court

FROM: John Eisler, Asst. County Counsel

DATE: July 26, 2021

RE: Ordinance 326  
Our File No.: Ct. Ordinances A

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This will be the third time a version of this ordinance has been presented to the public and the second, and potentially final, reading of Ordinance 326. As a reminder, this ordinance makes several changes to our zoning code in an effort to comply with state law, correct citations, and codify existing practices. The Ordinance specifically does the following:

- Adds a consistent definition of “property line adjustment” between CCC chapters 17 and 18;
- Amends the definition of “partition land” to match state statute;
- Codifies existing practices for Paulina and Riverside Ranch subdivisions;
- Adds standards for Relative Forest Help Dwellings;
- Adds minimum lot sizes in areas identified as Big Game Winter Range in the Forest Zone;
- Continues the pause on building permits in Juniper Acres; and
- Codifies current practice for modification of destination resort CUPs.

At the July 21 meeting, the commissioners were presented with the option of Ordinance 325 or 326. Ordinance 325 would have required the aggregation of lots in Riverside Ranch Units 2 and 3 to be contiguous if aggregated to meet minimum lot sizes. The Crook County community has been operating with the expectation that is not required. Accordingly, the commissioners decided to move forward with Ordinance 326, which does not require lots in those units to be contiguous. The other features of this ordinance have been covered in detail at the prior two meetings.

The Ordinance is drafted as an emergency and thus will go into effect upon passage. Please let me know if you have any questions.

**Please place this memo and the attached document(s) on the Wednesday, August 4, 2021 County Court Agenda as a PUBLIC HEARING ITEM.**

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

AN ORDINANCE AMENDING CROOK  
COUNTY CODE CHAPTERS 17.08, 18.08, 18.16,  
18.28, 18.112, 18.18.116 and 18.127 REGARDING  
EDITING CODE LANGUAGE FOR CONSISTENCY WITH  
STATE LAW AND REMOVING INCORRECT  
CITATIONS

ORDINANCE 326

WHEREAS, Crook County land use code contains several sections that require amendments to bring the code into compliance with State law, and to remove references to outdated or removed State statutes or Crook County Code language; and

WHEREAS, other sections of Crook County's land use code require amendments to clarify language and intent, codify existing practices, and provide clear and objective criteria within the zoning ordinance; and

WHEREAS, the Crook County Planning Commission held a public hearing on the proposed language on June 23, 2021, as depicted on Attachment B, and recommends adoption of the proposed amendments.

NOW THEREFORE, the Crook County Court ordains as follows:

Section One: The above recitals are adopted into and made a part of this Ordinance 326 as the County's findings of fact.

Section Two: Chapter 17.08, is amended to "read as depicted in Attachment A, incorporated herein by reference, with deletions ~~struck through~~ and additions underlined to remove references to County code sections that have been removed to add a definition of "property line adjustment" consistent with the definition in Chapter 18.08 and State statute.

Section Three: Chapter 18.16 is amended to read as depicted in Attachment A, incorporated herein by reference, with deletions ~~struck through~~ and additions underlined to incorporate Land Use Board of Appeals decisions and County practice regarding minimum lot sizes in the platted Riverside Ranch and Paulina Ranches subdivisions.

Section Four: Chapter 18.28 is amended to read as depicted in Attachment A, incorporated herein by reference, with deletions ~~struck through~~ and additions underlined to adopt

State law regarding forest dwellings for family members and to reflect existing County Comprehensive Plan policy for minimum lot sizes in Forest zones within designated big game winter range areas.

Section Five: Chapter 18.112 is amended to read as depicted in Attachment A, incorporated herein by reference, with deletions ~~struck through~~ and additions underlined to reflect the County Court's 2008 order regarding development in Juniper Acres (EFU-JA zone).

Section Six: Chapter 18.116 is amended to read as depicted in Attachment A, incorporated herein by reference, with deletions ~~struck through~~ and additions underlined to clarify language regarding duration of final development plan approval in cases where modifications are made to the original destination resort approval;

Section Seven: Chapter 18.172 is amended to read as depicted in Attachment A, incorporated herein by reference, with deletions ~~struck through~~ and additions underlined to ensure consistency with the language in Chapter 18.116 regarding modifications of final development plans for destination resort.

Section Eight: The revisions adopted by this Ordinance 326 do not supersede or override the covenants, conditions, and restrictions or homeowners' association rules as they may apply to an individual lot or parcel.

Section Nine: If any portion of this ordinance 326 is found by a court of competent jurisdiction to be invalid, all other portions of this Ordinance will remain in full force and effect.

Section Ten: Emergency Clause. This Ordinance 326 being necessary for the health, safety, and welfare of the people of Crook County, an emergency is declared to exist, and Ordinance 326 becomes effective immediately upon the second reading.

First Reading: \_\_\_\_\_, 2021

Second Reading: \_\_\_\_\_, 2021

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2021

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Judge Seth Crawford

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Commissioner Jerry Brummer

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Commissioner Brian Barney

Vote:	Aye	Nay	Excused
Seth Crawford	___	___	___
Jerry Brummer	___	___	___
Brian Barney	___	___	___

## ATTACHMENT A

### DEFINITIONS -17.08

#### 17.08.010

“Property line adjustment” means a relocation or elimination of all or a portion of the common property line between abutting properties that does not create an additional lot or parcel.

### DEFINITIONS – 18.08

#### 18.08.160 P Definitions

~~“Partition land” means to divide an area or parcel of land into two or three parcels within a calendar year when such area or parcel of land exists as a unit or contiguous units of land under single ownership at the beginning of such year. “Partition land” does not include divisions of land resulting from the creation of cemetery lots. “Partition land” does not include the sale of a lot in a recorded subdivision, even though the lot may have been acquired prior to the sale with other contiguous lots or property by a single owner.~~

“Partition land” means to divide land into two or three parcels of land within a calendar year, but does not include:

(a) A division of land resulting from lien foreclosure, foreclosure or recorded contract for the sale of real property, or the creation of cemetery lots;

(b) An adjustment of a property line by the relocation of a common boundary where an additional unit of land is not created, and where the existing unit of land reduced in size by the adjustment complies with the applicable zoning requirements including minimum lot size;

(c) The division of land resulting from the recording of a subdivision, PUD, or condominium plat;

(d) A sale or grant by a person to a public agency or public body for state highway, county road, city street or other right-of-way purposes; provided, that such road or right-of-way complies with the applicable comprehensive plan provisions or provisions of other land use approvals. Any property divided by the sale or grant of land for such a highway, road, street or other right-of-way shall continue to be considered a single unit of land until such time as the property is further subdivided.

“Property line adjustment” means a relocation or elimination of all or a portion of the common property line between abutting properties that does not create an additional lot or parcel.

### EXCLUSIVE FARM USE

#### **18.16.040 Dwellings not in conjunction with farm use.**

(1) Nonfarm Dwelling. A nonfarm dwelling is subject to the following requirements:

(a) The dwelling or activities associated with the dwelling will not force a significant change in or significantly increase the cost of accepted farming or forest practices on nearby lands devoted to farm or

forest use.

(2) Nonfarm Dwelling Suitability Standards.

(a) The dwelling, including essential or accessory improvements or structures, is situated upon a lot or parcel, or, in the case of an existing lot or parcel, upon a portion of a lot or parcel, that is generally unsuitable land for the production of farm crops and livestock or merchantable tree species, considering the terrain, adverse soil or land conditions, drainage and flooding, vegetation, location and size of the tract. A new parcel or portion of an existing lot or parcel shall not be considered unsuitable solely because of size or location if it can reasonably be put to farm or forest use in conjunction with other land; and

(b) A new parcel or portion of an existing lot or parcel is not “generally unsuitable” simply because it is too small to be farmed profitably by itself. If a parcel or portion of a lot or parcel can be sold, leased, rented or otherwise managed as a part of a commercial farm or ranch, then it is not “generally unsuitable.” A new parcel or portion of an existing lot or parcel is presumed to be suitable if it is composed predominantly of Class I – VI soils. Just because a new parcel or portion of an existing lot or parcel is unsuitable for one farm use does not mean it is not suitable for another farm use; or

(c) If the lot or parcel is under forest assessment, the dwelling shall be situated upon generally unsuitable land for the production of merchantable tree species recognized by the forest practices rules, considering the terrain, adverse soil or land conditions, drainage and flooding, vegetation, location and size of the parcel. If a lot or parcel is under forest assessment, the area is not “generally unsuitable” simply because it is too small to be managed for forest production profitably by itself. If a lot or parcel under forest assessment can be sold, leased, rented or otherwise managed as a part of a forestry operation, it is not “generally unsuitable.” If a lot or parcel is under forest assessment, it is presumed suitable if it is composed predominantly of soils capable of producing 20 cubic feet of wood fiber per acre per year. If a lot or parcel is under forest assessment, to be found compatible and not seriously interfere with forest uses on surrounding land it must not force a significant change in forest practices or significantly increase the cost of those practices on the surrounding land.

(3) The dwelling will not materially alter the stability of the overall land use pattern of the area. In determining whether a proposed nonfarm dwelling will alter the stability of the land use pattern in the area, a county shall consider the cumulative impact of nonfarm dwellings on other lots or parcels in the area similarly situated by applying the standards set forth in subsections (3)(a) through (c) of this section. If the application involves the creation of a new parcel for the nonfarm dwelling, a county shall consider whether creation of the parcel will lead to creation of other nonfarm parcels, to the detriment of agriculture in the area by applying the standards set forth in subsections (3)(a) through (c) of this section;

(a) Identify a study area for the cumulative impacts analysis. The study area shall include at least 2,000 acres or a smaller area not less than 1,000 acres, if the smaller area is a distinct agricultural area based on topography, soil types, land use pattern, or the type of farm or ranch operations or practices that distinguish it from other, adjacent agricultural areas. Findings shall describe the study area, its boundaries, the location of the subject parcel within this area, why the selected area is representative of the land use pattern surrounding the subject parcel and is adequate to conduct the analysis required by this standard. Lands zoned for rural residential or other urban or nonresource uses shall not be included in the study area;

(b) Identify within the study area the broad types of farm uses (irrigated or nonirrigated crops, pasture or grazing lands), the number, location and type of existing dwellings (farm, nonfarm, hardship, etc.), and the dwelling development trends since 1993. Determine the potential number of nonfarm/lot of record dwellings that could be approved under CCC [18.16.035\(1\)](#) and this section, including identification of predominant soil classifications, the parcels created prior to January 1, 1993, and the parcels larger than the minimum lot size that may be divided to create new parcels for nonfarm dwellings under ORS [215.263\(4\)](#), [215.263\(5\)](#), and [215.284\(4\)](#). The findings shall describe the existing land use pattern of the study area including the distribution and arrangement of existing uses and the land use pattern that could result from approval of the possible nonfarm dwellings under this subsection; and

(c) Determine whether approval of the proposed nonfarm/lot of record dwellings together with existing nonfarm dwellings will materially alter the stability of the land use pattern in the area. The stability of the land use pattern will be materially altered if the cumulative effect of existing and potential nonfarm dwellings will make it more difficult for the existing types of farms in the area to continue operation due to diminished opportunities to expand, purchase or lease farmland, acquire water rights or diminish the number of tracts or acreage in farm use in a manner that will destabilize the overall character of the study area; and

(4) If a single-family dwelling is established on a lot or parcel as set forth in Use 2.4 in Table 1, no additional dwelling may later be sited under the provisions of this section.

(5) All new nonfarm dwellings on existing parcels within the deer and elk winter ranges must meet the residential density limitations found in Wildlife Policy 2 of the Crook County comprehensive plan. Compliance with the residential density limitations may be demonstrated by calculating a one-mile radius (or 2,000-acre) study area. An applicant may use a different study area size or shape to demonstrate compliance with Wildlife Policy 2, provided the methodology and size of the study area are explained and are found to be consistent with the purpose of Crook County comprehensive plan Wildlife Policy 2. (Ord. 309 § 2 (Exh. C), 2019)

(6) All new nonfarm dwellings on existing lots or parcels proposed within the Paulina Ranches or Riverside Ranches subdivisions, which are in the County's EFU-1 zone and were created prior to January 1, 1993, shall require a minimum of 20 acres for the nonfarm dwelling.

(a) The 20-acre requirement for these subdivisions may be met either by a single lot or parcel which is at least 20 acres or through multiple, separate lots or parcels within the same subdivision in common ownership, which in the aggregate total 20 acres or more. For the purposes of this section, Riverside Ranch Unit 1 is treated as a separate subdivision and Riverside Ranch Units 2 and 3, together, are treated as a separate subdivision. The aggregation of lots or parcels for the purposes of this section must be contiguous in Paulina Ranches and Riverside Ranch Unit 1.

(b) Where multiple lots or parcels in common ownership are the basis to meet the 20-acre requirement, upon approval of a nonfarm dwelling and prior to the issuance of a building permit, the applicant/owner shall record a deed restriction with the County Clerk limiting the further development of any lots or parcels used by the applicant/owner to meet the 20-acre requirement.

#### 18.28 Forest Zone



2	<b>Residential Uses – All dwellings and structures are subject to provisions of CCC 18.28.025 (siting standards) and CC 18.28.030 (fire-siting standards)</b>			
2.1	Caretaker residences for public parks and public fish hatcheries.	STS	Notice and Opportunity for Hearing	<a href="#">18.28.015</a> (14) 18.28.015(16)
2.2	Large tract forest dwelling.	STS	Notice and Opportunity for Hearing	<a href="#">18.28.015</a> (1) 18.28.015(14) 18.28.015(16)
2.3	Lot of record dwelling.	STS	Notice and Opportunity for Hearing	<a href="#">18.28.015</a> (2) 18.28.015(14) 18.28.015(16)
2.4	Template dwelling.	STS	Notice and Opportunity for Hearing	<a href="#">18.28.015</a> (3) 18.28.015(14) 18.28.015(16)
2.5	Alteration, restoration or replacement of a lawfully established dwelling.	STS	Administrative ORS 215.417 Valid for 4 years	<a href="#">18.28.015</a> (4) 18.28.015(14) 18.28.015(16)
2.6	Temporary hardship dwelling.	C	Notice and Opportunity for Hearing	<a href="#">18.28.015</a> (5) 18.28.015(14) 18.28.015(16)
2.7	<u>Relative Forest Help Dwelling</u>	STS	<u>Notice and Opportunity for Hearing</u>	

### 18.28.015 Use Standards

Propose adding a new subsection for Relative Forest Help Dwellings – renumber to add this as 18.28.015(6)

**Accessory dwellings supporting family forestry; conditions.** (1) As used in this section, “owner or a relative” means the owner of the lot or parcel, or a relative of the owner or the owner’s spouse, including a child, parent, stepparent, grandchild, grandparent, step grandparent, sibling, stepsibling, niece, nephew or first cousin of either.

(2) The county may approve a new single-family dwelling unit on a lot or parcel zoned for forest use provided:

(a) The new single-family dwelling unit will be on a lot or parcel no smaller than the minimum size allowed under ORS 215.780;

(b) The new single-family dwelling unit will be on a lot or parcel that contains exactly one existing single-family dwelling unit that was lawfully:

(A) In existence before November 4, 1993; or

(B) Approved under ORS 215.130 (6), 215.705, 215.720, 215.740, 215.750 or 215.755;

(c) The shortest distance between the new single-family dwelling unit and the existing single-family dwelling unit is no greater than 200 feet;

(d) The lot or parcel is within a rural fire protection district organized under ORS chapter 478 or

(e) The new single-family dwelling unit complies with the Oregon residential specialty code relating to

CC ORDINANCE 325 ATTACHMENT A

PAGE 4 OF 8

wildfire hazard mitigation:

(f) As a condition of approval of the new single-family dwelling unit, in addition to the requirements of ORS 215.293, the property owner agrees to acknowledge and record in the deed records for the county in which the lot or parcel is located, one or more instruments containing irrevocable deed restrictions that:

(A) Prohibit the owner and the owner's successors from partitioning the property to separate the new single-family dwelling unit from the lot or parcel containing the existing single-family dwelling unit; and

(B) Require that the owner and the owner's successors manage the lot or parcel as a working forest under a written forest management plan, as defined in ORS 526.455, that is attached to the instrument;

(g) The existing single-family dwelling unit is occupied by the owner or a relative;

(h) The new single-family dwelling unit will be occupied by the owner or a relative; and

(i) The owner or a relative occupies the new single-family dwelling unit to allow the relative to assist in the harvesting, processing or replanting of forest products or in the management, operation, planning, acquisition or supervision of forest lots or parcels of the owner.

(3) If a new single-family dwelling unit is constructed under this section, the county may not allow the new or existing dwelling unit to be used for vacation occupancy as defined in ORS 90.100.

**18.28.040 Land divisions.**

(1) The minimum parcel size for new forest parcels is 80 acres.

(2) New land divisions less than the parcel size in subsection (1) of this section may be approved for any of the following circumstances:

(a) For the Uses 1.8, 3.6, 3.7, 4.1, 4.3, 6.3, 6.5 through 6.8, 7.3 through 7.6, 7.8, and 7.9 in Table 1; provided, that such uses have been approved pursuant to CCC [18.28.020](#) and the parcel created from the division is the minimum size necessary for the use.

(b) For the establishment of a parcel for a dwelling that has existed since before June 1, 1995, subject to the following requirements:

(i) The parcel established may not be larger than five acres, except as necessary to recognize physical factors such as roads or streams, in which case the parcel shall not be larger than 10 acres; and

(ii) The parcel that does not contain the dwelling is not entitled to a dwelling unless subsequently authorized by law or goal and the parcel either:

(A) Meets the minimum land division standards of the zone; or

(B) Is consolidated with another parcel, and together the parcels meet the minimum land division standards of the zone.

(c) To allow a division of forest land to facilitate a forest practice as defined in ORS [527.620](#) that results in a parcel that does not meet the minimum area requirements of subsection (1) of this section. Approvals shall be based on findings that demonstrate that there are unique property specific characteristics present in the proposed parcel that require an amount of land smaller than the minimum area requirements of subsection (1) of this section in order to conduct the forest practice. Parcels created pursuant to this subsection:

- (i) Are not eligible for siting of a new dwelling;
- (ii) May not serve as the justification for the siting of a future dwelling on other lots or parcels;
- (iii) May not, as a result of the land division, be used to justify redesignation or rezoning of resource lands; and
- (iv) May not result in a parcel of less than 35 acres, unless the purpose of the land division is to:
  - (A) Facilitate an exchange of lands involving a governmental agency; or
  - (B) Allow transactions in which at least one participant is a person with a cumulative ownership of at least 2,000 acres of forest land.

(d) To allow a division of a lot or parcel zoned for forest use if:

- (i) At least two dwellings lawfully existed on the lot or parcel prior to November 4, 1993;
- (ii) Each dwelling complies with the criteria for a replacement dwelling under CCC [18.28.015\(4\)\(a\)](#);
- (iii) Except for one parcel, each parcel created under this paragraph is between two and five acres in size;
- (iv) At least one dwelling is located on each parcel created under this subsection; and
- (v) The landowner of a parcel created under this subsection provides evidence that a restriction prohibiting the landowner and the landowner's successors in interest from further dividing the parcel has been recorded with the county clerk of the county in which the parcel is located. A restriction imposed under this subsection shall be irrevocable unless a statement of release is signed by the county planning director of the county in which the parcel is located indicating that the comprehensive plan or land use regulations applicable to the parcel have been changed so that the parcel is no longer subject to statewide planning goals protecting forest land or unless the land division is subsequently authorized by law or by a change in a statewide planning goal for land zoned for forest use.

(e) To allow a proposed division of land to preserve open space or parks, as provided in ORS [215.783](#).

(3) A lot or parcel may not be divided under subsection (2)(d) of this section if an existing dwelling on the lot or parcel was approved under a statute, an administrative rule or a land use regulation as defined in ORS [197.015](#) that required removal of the dwelling or that prohibited subsequent division of the lot or parcel.

(4) Restrictions.

(a) An applicant for the creation of a parcel pursuant to subsection (2)(b) of this section shall provide evidence that a restriction on the remaining parcel, not containing the dwelling, has been recorded with the county clerk. The restriction shall allow no dwellings unless authorized by law or goal on land zoned for forest use except as permitted under subsection (2) of this section.

(b) A restriction imposed under this subsection shall be irrevocable unless a statement of release is signed by the county planning director of the county where the property is located indicating that the comprehensive plan or land use regulations applicable to the property have been changed in such a manner that the parcel is no longer subject to statewide planning goals pertaining to agricultural land or forest land.

(5) A landowner allowed a land division under subsection (2) of this section shall sign a statement that shall be recorded with the county clerk of the county in which the property is located, declaring that the landowner will not in the future complain about accepted farming or forest practices on nearby lands devoted to farm or forest use.

(6) The county governing body or its designate may not approve a property line adjustment of a lot or parcel in a manner that separates a temporary hardship dwelling or home occupation from the parcel on which the primary residential use exists.

(7) A division of a lawfully established unit of land may occur along an urban growth boundary where the parcel remaining outside the urban growth boundary is zoned for forest use and is smaller than the minimum parcel size; provided, that:

(a) If the parcel contains a dwelling, it must be large enough to support continued residential use.

(b) If the parcel does not contain a dwelling:

(i) It is not eligible for siting a dwelling, except as may be authorized under ORS [195.120](#);

(ii) It may not be considered in approving a redesignation or rezoning of forest lands, except to allow a public park, open space, or other natural resource use; and

(iii) The owner of the parcel shall record with the county clerk an irrevocable deed restriction prohibiting the owner and all successors in interest from pursuing a cause of action or claim of relief alleging injury from farming or forest practices for which a claim or action is not allowed under ORS [30.936](#) or [30.937](#). (Ord. 309 § 3 (Exh. C), 2019)

(8) Minimum lot size in areas identified as big game winter range shall be:

(a) Three hundred twenty acres within the elk wintering range as designated in the county's comprehensive plan, Goal 5 element.

(b) One hundred sixty acres within the critical deer winter range as designated in the county's comprehensive plan, Goal 5 element.

(c) Eighty acres within the general winter range as designated in the county's comprehensive plan, Goal 5 element.

## Juniper Acres

### 18.112.005 Purpose

CC ORDINANCE 325 ATTACHMENT A

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The purpose of this zoning district is to ameliorate the consequences of the establishment of the Juniper Acres Partitioning in 1962 by permitting a level of residential development that would not ordinarily be permitted in an exclusive farm use zone given the large number of private owners of numerous legally created parcels, and to modulate the timing of the residential development. The Crook County Court had established a task force to investigate solutions to fire suppression, road construction and maintenance issues in the subdivision. These issues of public health and safety have not been addressed and the Court's order stating that it is premature to issue additional building permits in the Juniper Acres subdivision remains in effect. (Order 2007-80). The remaining sections of 18.112 shall not apply until the Court determines that building permits can be issued.

### **18.116 Destination Resort Overlay**

#### **18.116.120 Duration of final development plan approval.**

A final development plan approval, including a modified final development plan approval, shall become void if construction has not commenced within two years, plus the period of any extensions under CCC 18.172.060 after the date the approval, including any modified approval, became final. Appeals to higher authorities, including the Oregon Land Use Board of Appeals, Court of Appeals, Oregon Supreme Court or Circuit Court, shall toll the running of this time period until such time as all appeals are fully resolved by a final judgment being issued by the appellate authority and any remand proceedings have resulted in a final county decision.

#### **18.172.060 Director Decisions.(2) Extensions**

(a) A request for an extension to a land use approval shall be handled administratively by the director without public notice or hearing, and is not subject to appeal as a land use decision.

(b) The director shall grant up to four extensions to a land use approval regardless of whether the applicable criteria have changed (except where state law precludes), if:

(i) An applicant makes a written request for an extension of the development approval period;  
and

(ii) The request, along with the appropriate fee, is submitted to the county prior to the expiration of the approval period.

(c) Approval of a modification to a land use approval pursuant to CCC 18.172.100 or to a Final Destination Resort Development Plan under 18.116.110 shall be treated as a new final decision for purposes of calculating the expiry provisions of CCC 18.172.060(2)(b).



## Attachment B

**Crook County**  
**Community Development Department - Planning Division**  
 300 NE 3rd Street, Room 12  
 Prineville, OR 97754  
 (541)447-3211  
[plan@co.crook.or.us](mailto:plan@co.crook.or.us)

**June 15, 2021**

**BEFORE THE CROOK COUNTY PLANNING COMMISSION**  
**PROPOSED ZONING CODE AMENDMENTS 217-21-000414-PLNG**

**APPLICANT:** Crook County Community Development Department

**REQUEST:** Crook County staff identified code language updates to:

- Bring zoning ordinances into compliance with current State statutes and regulations;
- Provide clear and objective criteria within the zoning ordinance to provide for greater understanding of requirements;
- Allow for local flexibility in interpreting code language;
- Edit code language that is incorrect;
- Delete references to outdated or removed sections.

Specifically, the proposed code amendments consist of clarifying updates and housekeeping revisions to Chapters 17 and 18 of the County's code. The proposal includes the following:

- Revises definitions of "property line adjustment" and partition land" to be consistent with state law;
- Reflects land use board of appeals decisions and the County's practices regarding Paulina Ranches and Riverside Ranches;
- Includes specific standards for relative forest help dwellings to be consistent with state law.
- Includes minimum lot sizes for designated big game winter range areas in the County's Forest zone to be consistent with the County's comprehensive plan designations;
- Acknowledges a County Court order regarding the EFU-zoned Juniper Acres subdivision; and
- Clarifies the County's existing practices regarding processing and the effect of modifications to land use decisions.

The Planning Commission held a work session on May 26, 2021 to discuss the proposed changes. They directed staff to make editorial changes.

**FINDINGS:** Oregon Revised Statute (ORS) 197.610 applies to submission of proposed comprehensive plan or land use changes to the Department of Land Conservation and Development. The statutory language is in standard text and the County's response is in

***bold/italics.***

**197.610 Submission of proposed comprehensive plan or land use regulation changes to Department of Land Conservation and Development; rules.** (1) Before a local government adopts a change, including additions and deletions, to an acknowledged comprehensive plan or a land use regulation, the local government shall submit the proposed change to the Director of the Department of Land Conservation and Development. The Land Conservation and Development Commission shall specify, by rule, the deadline for submitting proposed changes, but in all cases the proposed change must be submitted at least 20 days before the local government holds the first evidentiary hearing on adoption of the proposed change. The commission may not require a local government to submit the proposed change more than 35 days before the first evidentiary hearing.

***The County submitted notice to the Department of Land Conservation and Development (DLCD) on May 19, 2021. Public notice was published in the Central Oregonian on June 1, 2021.***

(2) If a local government determines that emergency circumstances beyond the control of the local government require expedited review, the local government shall submit the proposed changes as soon as practicable, but may submit the proposed changes after the applicable deadline.

***Not applicable.***

(3) Submission of the proposed change must include all of the following materials:

(a) The text of the proposed change to the comprehensive plan or land use regulation implementing the plan;

(b) If a comprehensive plan map or zoning map is created or altered by the proposed change, a copy of the map that is created or altered;

(c) A brief narrative summary of the proposed change and any supplemental information that the local government believes may be useful to inform the director or members of the public of the effect of the proposed change;

(d) The date set for the first evidentiary hearing;

(e) The form of notice or a draft of the notice to be provided under ORS 197.763, if applicable; and

(f) Any staff report on the proposed change or information describing when the staff report will be available, and how a copy of the staff report can be obtained.

***The May 19, 2021 submission to DLCD included a draft staff report a brief narrative, the date for the first hearing, and a draft public notice including information regarding the availability of a final staff report.***

(4) The director shall cause notice of the proposed change to the acknowledged comprehensive plan or the land use regulation to be provided to:

(a) Persons that have requested notice of changes to the acknowledged comprehensive plan of the particular local government, using electronic mail, electronic bulletin board, electronic mailing list server or similar electronic method; and

(b) Persons that are generally interested in changes to acknowledged comprehensive plans, by posting notices periodically on a public website using the Internet or a similar electronic method.

***Public notice of the proposed hearing was provided in the Central Oregonian, made available to interested parties, and posted on the Crook County Community Development website.***

(5) When a local government determines that the land use statutes, statewide land use planning goals and administrative rules of the commission that implement either the statutes or the goals do not apply to a proposed change to the acknowledged comprehensive plan and the land use regulations, submission of the proposed change under this section is not required.

***The local government finds that the proposed text changes are editorial in nature, are intended to make County Code consistent with State law and to remove improper citations. The proposed changes are supportive of Goal 1 (Citizen Involvement) by clarifying intent and removing improper citations. No other statutes or goals apply.***

The proposed code changes are shown in Attachment A as “track changes” to the current code language.

**Recommendation:** The Planning Department recommends that the Planning Commission review the proposed code changes and make a recommendation to the Crook County Court to adopt the proposed Code edits or to adopt the proposed Code edits with changes.

Respectfully,

Ann Beier, Director  
Crook County Community Development Department

Attachment A: Proposed code changes



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

**IN THE MATTER OF ORDERING FEES**      ORDER 2021-40  
**FOR FISCAL YEAR 2021-2022**              Amendment #1

WHEREAS, ORS 294.160 requires the establishment of fees by county governing bodies by order or ordinance after providing the public an opportunity to comment; and

WHEREAS, this Order 2021-40 was previously approved on July 21; and

WHEREAS, this Order reflects changes to fees which have not been raised in the preceding six months.

NOW, THEREFORE, BE IT ORDERED BY THE CROOK COUNTY COURT that the following fees are set for the fiscal year 2021-2022 commencing upon the effective date of this Amendment # 1 to Order 2021-40, which shall continue in effect until amended by the Crook County Court or amended by operation of law:

**ALL DEPARTMENTS**, except as otherwise specified below:

Photocopies, per page	
Black and white pages	\$0.25
Color pages	\$0.75
Computer prints:	
first 10 pages,	\$0.40
next 100 pages,	\$0.20
additional pages, each	\$0.10
Faxes (up to 10 pages – does not include microfilm fees, search fees, etc.)	\$2.50
Research and collation fee, per hour	\$25.00
Returned and NSF check charge	\$25.00

**ASSESSOR**

Farm disqualification estimates	\$100.00 each
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Laser print enlargements of tax lot	\$1.50 each
Mapping fee (per lot, condominium unit, private undedicated road, common area)	\$35.00
<b>Mobile Home Fees:</b>	
Title Transfer	\$55.00
Trip Permit	\$5.00 per section
Ownership or Situs Change	\$55.00

## COMMUNITY DEVELOPMENT

The International Code Council Building Valuation Table has been adopted by Crook County and is published in February of every year and adopted through the County Court effective April 1<sup>st</sup> of every year. The current valuation table is as follows:

Total Valuation	Fee
\$1 to \$500	\$14.40
\$501 to \$2,000	\$14.40 for the first \$500.00 plus \$2.16 for each additional \$100 or fraction thereof, to and including \$2,000
\$2,001 to \$25,000	\$46.80 for the first \$2,000 plus \$8.64 for each additional \$1,000 or fraction thereof, to and including \$25,000
\$25,001 to \$50,000	\$245.52 for the first 25,000 plus \$6.47 for each additional \$1,000 or fraction thereof, to and including \$50,000
\$50,001 to \$100,000	\$394.33 for the first \$50,000 plus \$4.32 for each additional \$1,000 or fraction thereof, to and including \$100,000
\$100,001 and up	\$610.33 for the first \$100,000 plus \$3.60 for each additional \$1,000 or fraction thereof

- 1.) 12% State Surcharge is required to be added to Building fees as per State of Oregon.
- 2.) Code Compliance Fee for New Residential, Single Family Dwelling valuations will be 0.15% of building valuation (Maximum of \$300.00) (Supports code enforcement program.)
- 3.) Code Compliance Fee for New Accessory Building valuations 0.15% of building valuation (Maximum fee of \$200.00) (Supports code enforcement program)
- 4.) Code Compliance Fee for Commercial Structures Valuations 0.15% of building valuations (Maximum fee of \$300.00) (Supports code enforcement program).
- 5.) Minimum Building Permit Valuation Fee is \$5,000.
- 6.) Agricultural Building Exemption Review \$55.00
- 7.) Residential Demolition Permit Fee \$85.00
- 8.) Commercial Demolition Permit Fee \$220.00
- 9.) Additional Plan Review - Plan modifications – 2 hour minimum \$85.00 hr
- 10.) Refund processing fee (refunds must be requested within 180 days of application. Refunds are not available for any work that has been performed.) 75.00
- 11.) Change of Occupancy Review \$150.00

- 12.) Complex/large project consultation or review fee (may include charges for review from technical experts as ACS) 2 hour minimum \$150.00/hr
- 13.) Re-Roofing, Residential \$147.00
- 14.) Re-Roofing Fee Commercial Only Based on the Valuation of the Project
- 15.) A Fire Life Safety Plan Review Fee is required on all structures over 4000 sq. ft. and/or any project deemed necessary by the Building Official and assessed based on 40% of the Permit Fee.
- 16.) Addressing Fee:  
A Utility Address may be required for a permit where a utility is requested. \$25.00
- 17.) Address Fees: County: \$100.00 Community Development  
\$10.00 Road Sign Reserve  
\$25.00 Fire Marker Fee = \$135.00  
  
City: \$100.00 Community Development  
\$10.00 Road Sign Reserve = \$110.00
- 18.) Fire Marker Fee \$25.00
- 19.) Re-Inspection Fee \$100.00
- 20.) Investigation fee \$100.00/hr
- 21.) Each additional inspection \$100.00
- 22.) Inspection outside normal business hours – 2 hour minimum \$75.00/hr
- 23.) Inspection for which no fee is indicated \$100.00/hr
- 24.) Replacement Copy provided by owner for Plan Review and Stamp \$30.00
- 25.) Copying of Plans Reviewed, Stamped Plans \$30.00
- 26.) Permit Reinstatement due to expired permit (within 6-month window) 50% of current fee for new permit. New Permit Fee thereafter.
- 27.) Permit History Research Fee \$25.00 + .25 per page
- 28.) Permit Shipping \$10.00
- 29.) Phased Plan Review “per phase” for Residential/Commercial. \$250 minimum phasing fee plus 10% of the total project building permit fee, not to exceed \$1,500.00 for each phase.
- 30.) Deferred plan Review – 65% of permit fee on deferred portion valuation with a \$250.00 minimum fee
- 31.) Temporary Certificate of Occupancy – Commercial \$375.00
- 32.) Temporary Certificate of Occupancy – Residential \$225.00
- 33.) Temporary Gold Seal Job Trailer Placement Inspection
  - a. Single-wide unit \$450.00
  - b. Double-wide unit \$550.00
  - c. Triple-wide unit \$650.00

**Manufactured Home Park Fee Schedule -- Valuation**

Table 1	
\$1 to \$500	\$25
\$501 to \$2000	\$25 for the first \$500 plus \$2.20 for each additional \$100 or fraction thereof, to and including \$2,000

\$2001 to \$25,000	\$58 for the first \$2000 plus \$9.90 for each additional \$1000 or fraction thereof, to and including \$25,000
\$25,001 to \$50,000	\$285.70 for the first \$25,000 plus \$7.15 for each additional \$1000 or fraction thereof, to and including \$50,000
\$50,001 to \$100,000	\$464.45 for the first \$50,000 plus \$4.95 for each additional \$1000 or fraction thereof, to and including \$100,000
\$100,001 to \$500,000	\$711.95 for the first \$100,000 plus \$3.85 for each additional \$1000 or fraction thereof, to and including \$500,000
\$500,001 to \$1,000,000	\$2,251.95 for the first \$500,000 plus \$2.20 for each additional \$1000 or fraction thereof, to and including \$1,000,000
\$1,000,001 and up	\$3,351.95 for the first \$1,000,000 plus \$2.20 for each additional \$100 or fraction thereof

**Evaluation: Table 2 – spaces per acre**

**Park Class A:**

4 or less	5901
5	5517
6	5197
7	4941
8	4685
9	4493
10	4365
11	4301
12	4237

**Park Class B:**

4 or less	5504
5	5120
6	4800
7	4544
8	4288
9	4096
10	3968
11	3904
12	3804

**Park Class C:**

4 or less	5312
5	5028
6	4608
7	4352
8	4269
9	3904

10	3776
11	3712
12	3648

Note:

1. Table 2 is based on the 1990 evaluation of Mobile Home Parks published by Oregon Department of Revenue
2. Deduct ten percent from the valuation of parks constructed east of the Cascade Summit.
3. "Class A" parks contains paved streets, curbs and no sidewalks.
4. "Class B" Parks contains paved streets, no curbs and no sidewalks.
5. "Class C" parks contain no paved streets, no curbs, but have a sidewalk on one side of each street.

Additional plan review (required when approved plan is added to, changed, or revised – Min. 1/2 hour)	\$75.00
Consultation fee (min charge - one hour)	\$150.00
Plan check fee for manufactured home park	65%
Prefabricated structural inspections (includes site development and connection of the prefabricated structure)	_____
MH Park Installation connection	_____

**Recreation Park Fee Schedule**

<b>Table 1</b>	
\$1 to \$500	\$25
\$501 to \$2000	\$25 for the first \$500 plus \$2.20 for each additional \$100 or fraction thereof, to and including \$2,000
\$2001 to \$25,000	\$58 for the first \$2000 plus \$9.90 for each additional \$1000 or fraction thereof, to and including \$25,000
\$25,001 to \$50,000	\$285.70 for the first \$25,000 plus \$7.15 for each additional \$1000 or fraction thereof, to and including \$50,000
\$50,001 to \$100,000	\$464.45 for the first \$50,000 plus \$4.95 for each additional \$1000 or fraction thereof, to and including \$100,000
\$100,001 to \$500,000	\$711.95 for the first \$100,000 plus \$3.85 for each additional \$1000 or fraction thereof, to and including \$500,000
\$500,001 to \$1,000,000	\$2,251.95 for the first \$500,000 plus \$2.20 for each additional \$1000 or fraction thereof, to and including \$1,000,000
\$1,000,001 and up	\$3,351.95 for the first \$1,000,000 plus \$2.20 for each additional \$100 or fraction thereof

**Recreation Park Valuation Table - Table 2**

**Park Class A:**

6 or less spaces per acre	2637
8 spaces per acre	2470
10 spaces per acre	2320
12 spaces per acre	2189
14 spaces per acre	2074
16 spaces per acre	1978
18 spaces per acre	1907
20 spaces per acre	1849
22 spaces per acre	1798

**Park Class B:**

6 or less spaces per acre	2483
8 spaces per acre	2317
10 spaces per acre	2176
12 spaces per acre	2035
14 spaces per acre	1920
16 spaces per acre	1824
18 spaces per acre	1754
20 spaces per acre	1696
22 spaces per acre	1645

**Park Class C:**

6 or less spaces per acre	2483
8 spaces per acre	2317
10 spaces per acre	2176
12 spaces per acre	2035
14 spaces per acre	1920
16 spaces per acre	1824
18 spaces per acre	1754
20 spaces per acre	1696
22 spaces per acre	1645

Plan check fee for Rec park 65 %

**Solar Fees:**

- 1.) Solar Photo voltaic prescriptive (roof-mounted) \$155.00
- 2.) Solar Photo voltaic – non-prescriptive Fee is based on the valuation of the project – see Structural Permit fee table for rates.

**Mechanical Fees:**

All mechanical permits are subject to a state Surcharge of 12% of the total permit fee. The minimum mechanical permit application fee is \$100.00.

The Mechanical Plan Review Fee is based on valuation of 75% of the determined Permit Fee, where applicable.

Commercial Mechanical permits are based on the valuation of the project – see Structural Permit fee table for rates.

1. Air Conditioner \$13.29

2. Air handling unit up to 10,000 cfm	\$13.29
3. Air handling unit 10,001 cfm and over	\$17.72
4. Appliance vent installation, relocation or replacement not included in an appliance	\$10.52
5. Attic/crawl space fans	\$7.75
6. Chimney /liner/flue/vent	\$11.08
7. Clothes dryer exhaust	\$11.08
8. Decorative gas fireplace	\$11.08
9. Evaporative cooler other than portable	\$7.75
10. Floor furnace, including vent	\$11.08
11. Flue Vent for water heater or gas fireplace	\$9.42
12. Furnace/burner including duct work/vent/liner	\$17.72
13. Gas or wood fireplace/insert	\$17.72
14. Gas Fuel piping outlets	\$11.08
15. Heat pump	\$16.62
16. Hood served by mechanical exhaust, including ducts for hood	\$7.75
17. Hydronic hot water system	\$70.90
18. Mini spit system	\$16.62
19. Oil tank/gas/diesel generators	\$16.62
20. Pool or spa heater, kiln	\$11.08
21. Propane or natural gas vented room heaters, gas fired appliances, includes vent	\$17.75
22. Range hood/other kitchen equipment	\$10.52
23. Suspended heater, recessed wall heater, or floor mounted floor heater	\$11.08
24. Ventilation fan connected to single duct	\$7.75
25. Ventilation system not a portion of heating or air-conditioning system	\$7.75
26. Water heater	\$44.31
27. Wood/pellet stove	\$17.72
28. Other heating/cooling	\$11.08
29. Other fuel appliance	\$11.08
30. Other environment exhaust/ventilation	\$7.75
31. Mechanical-additional plan review per hour (min 2 hours)	\$85.00
32. Re-inspection fee-mechanical	\$90.00
33. Inspections outside normal business hours – mechanical (min 2 hours)	\$75.00
34. Inspections for which no fee is specifically indicated – mechanical (2 hours min)	\$75.00
35. Mechanical investigation fee	\$100.00/hr
36. Minimum fee – mechanical	\$100.00

### Plumbing Fees:

All Plumbing permits are subject to a State Surcharge of 12% of the total permit fee

The minimum Plumbing Permit Application Fee is \$100.00

Plumbing Plan Review Fee is 75% of the permit fee.

1. Permit Fee, where applicable. Sanitary Sewer-first 100'	\$74.17
2. Storm Sewer-first 100'	\$74.17
3. Water Service - first 100'	\$74.17
4. Backflow preventer	\$74.17
5. Each additional 100' of water, sewer or storm sewer line	\$60.93
6. Water heater	\$44.31
7. Reinspection fee	\$/100.00 ea
8. Each additional inspection – plumbing	\$75.00

9. Inspections for which no fee is specifically indicated – plumbing (2 hours min)	\$75.00
10. Inspections outside normal business hours – plumbing (2 hours min)	\$75.00
11. Plumbing investigation fee	\$100.00
12. Plumbing – additional plan review per hour (2 hour minimum)	\$85.00
13. Single Family Residence –additional bath/kitchen	\$140.00
14. First Kitchen & Bathroom includes 100’ of water, sewer & storm lines	\$175.00
15. First Kitchen & 2 Bathrooms Includes 100’ of water, sewer & storm lines	\$300.00
16. First Kitchen & 3 Bathrooms includes 100’ of water, & sewer & storm lines	\$340.00
17. Each fixture as marked on application	\$24.72
18. Re-piping of existing fixtures - per fixture	\$24.72
19. Residential Fire Sprinklers (connected to potable water) 13D:	
0-2,000 sq. ft.	\$136.00
2,001-3,600 sq. ft.	\$150.13
3,601 to 7,200 sq. ft.	\$190.78
Over 7,200 sq. ft.	\$232.77

**Medical Gas Fees:**

<u>If the valuation is:</u>	<u>Your Fee is:</u>
\$1.00 to \$5,000	\$110.78
\$5,001 to \$10,000	\$110.78 for the first \$5,000 plus \$1.66 per add’l \$100 or fraction thereof
\$10,001 to \$100,000	\$193.78 for the first \$10,000 plus \$ 11.30 per add’l \$1,000 or fraction thereof
\$100,001 and above	\$1210.78 for the first \$100,000 plus \$7.76 for each add’l \$1,000 or fraction thereof

**Manufactured Homes:**

1. Manufactured Home permits are subject to a \$30.00 State Administration Fee.
2. Manufactured Home placement fee of \$550.00 + 12% State Surcharge +\$30.00 State Fee = \$646.00
3. Manufactured Home Code Books \$35.00  
The 12% State Surcharge will be applied to the following fees:
  - a. Inspections outside normal business hours (2 hour minimum) \$75.00hr
  - b. Inspections for which no fee is indicated. (2 hour minimum) \$75.00 hr
  - c. Manufactured dwelling investigative fee \$100.00
  - d. Reinspection fee \$100.00 ea

**Electrical Division Fees: Minimum permit fee is \$100.00**

1. All electrical permits are subject to a State Surcharge of 12% of the total permit fee
2. Electrical plan review is 25% of the permit fee when required
3. Master Electrical application permit fee \$100.00
4. Master Electrical hourly inspection fee \$100.00
5. Residential, per unit, service included
  - A.)1,000 sq. ft. or less \$166.16
  - B.)Each additional 500 sq. ft. or portion thereof \$27.69
 Multi-family is based on largest unit using residential square footage with each additional unit at 50%



6.) Limited energy	\$38.77
7.) Each manufactured home or modular dwelling service or feeder	\$74.17
8.) Service or feeders: (installation, alteration, relocation)	
200 amps or less / 5KVA or less	\$106.90
9.) 201 to 400 amps	126.28
10.) 401 to 599 amps	\$212.13
11.) 600 to 1,000 amps	\$278.25
12.) Over 1,000 amps or volts	\$633.15
13.) Reconnect only	\$100.00
14.) Temporary service of feeders: (installation, alteration, relocation)	
A.) 200 amps or less	\$100.00
B.) 201 to 400 amps	\$116.31
C.) 401 to 599 amps	\$167.82
15.) Over 600 amps or 1,000 volts. (See services or feeders section above)	
Branch circuits: (new, alteration, extension per panel)	
16.) Fee for branch circuits w/purchase of a service or feeder fee	\$7.98
17.) Fee for branch circuits without purchase of a service or feeder fee:	
A.) First branch circuit	\$74.17
B.) Each additional branch circuit	\$7.98
18.) Miscellaneous: (service or feeder not included)	
A.) Each pump or irrigation circle	\$74.17
B.) Each sign or outline lighting	\$74.17
C.) Signal circuit(s) or a limited-energy panel, alteration or extension	\$74.17
D.)	
E.) Reinspection Fee	\$100.00 ea
F. Inspection outside normal business hours (two hour minimum)	\$75.00 hr
G. Inspection for which no fee is specifically indicated (2 hour min)	\$/hour75.00
H. Additional plan review	\$100.00 hr
I. Investigation fee	\$100.00 hr
19.) Commercial Electrical Multi-Family	
Multi-family limited energy by floor	\$74.17
Multi-family protective signaling by floor	\$74.17

### Renewable Energy

Renewable Energy 5KVA or Less	\$100.00
5KVA to 15KVA	\$126.00
15.01KVA to 25KVA	\$168.00

### WIND ENERGIZED SYSTEMS

1.) 25.01 KVA through 50 KVA/ 601 to 1000 AMPS	\$225.98
2.) 50.01 KVA through 100 KVA / OVER 1,000 AMPS OR VOLTS	\$519.53

### Road Naming Fees:

1.) Road Naming	\$300.00
2.) Road Re-Naming	\$300.00

### PUBLIC AND PRIVATE ROADS intersecting with a County Maintained Road

New or replacement road name sign/stop/post installed by County Road Dept. that is within the County Right of Way on a Private or Public Road \$750.00

**Code Enforcement Fees:**

- 1.) Code Compliance fee for on-site (septic) Environmental Health Program applications (Supports code enforcement program) 6% of Environmental Health fee
- 2.) Code Compliance fee for Planning applications (Supports code enforcement program) 10% of Planning Dept. fee
- 3.) Code Compliance Fee for New Residential Buildings 0.12% of building valuation (Maximum fee of\$200.00) (Supports code enforcement program)
- 4.) Code Compliance Fee for New Accessory Buildings 0.12% of building valuation (Maximum fee of\$100.00) (Supports code enforcement program)
- 5.) Code compliance Fee for Commercial Buildings 0.12% of building valuation (Maximum fee of\$300.00) (Supports code enforcement program)
- 6.) Code Enforcement Hourly Rate (As permitted by Crook County Code Title 1, cost recovery) \$75.00/hour
- 7.) Site investigation 2 hour minimum \$75.00/hour
- 8.) Code compliance letter, research and investigation 2 hour minimum \$75.00/hour
- 9.) Code compliance hearing fee \$250.00

**On-Site (Septic Systems)**

*Fee schedule for on-site septic program includes the state surcharge of\$100 for all site evaluation, permits and other activity where an application is required: all state fee schedules are subject to change based on legislative action and may be revised throughout the year. A code compliance fee of 6% of the County's base fee (before the DEQ surcharge is added) for specific on-site septic permits rounded to the nearest dollar amount is also included in the fee schedule.*

Site evaluation fee	\$760.00
Septic system permit, first 1,000 gallons, standard system	\$920.00
Septic system permit, first 1,000 gallons, capping fill	\$1,125.00
Septic system permit, first 1,000 gallons, grey water sump	\$470.00
Septic system permit, first 1,000 gallons, pressure distribution	\$1,335.00
Septic system permit, first 1,000 gallons, redundant	\$705.00
Septic system permit, first 1,000 gallons, sand filter	\$1,650.00
Septic system permit, first 1,000 gallons, sapolite system	\$850.00
Septic system permit, first 1,000 gallons, seepage trench	\$1,120.00
Septic system permit, first 1,000 gallons, steep slope	\$1,120.00
Septic system permit, first 1,000 gallons, tile dewatering	\$2,310.00
Each 500 gallons ("commercial" septic systems) above 1,000 or part thereof	
Add'l	\$155.00
Plan review, commercial facility system, 0-600 gallons---	
(Covered under the permit fee)	\$0.00
Plan review, commercial facility system, 600-1,000 gallons	\$260.00
Plan review, each 500 gallons or part thereof above 1,000-2,500 gallons	Add'l \$55.00
Renewal/reinstatement/transfer permit (original permit w/I 1 year of expiration)	\$400.00
Major septic system repair, single family dwelling	\$495.00
Minor septic system repair, single family dwelling	\$340.00

Major commercial septic system repair	\$550.00
Minor commercial septic system repair	\$365.00
Major septic system alteration/relocation (drain field)	\$810.00
Minor septic system alteration/relocation (tank)	\$495.00
ATT annual report review-in-house	\$50.00
ATT systems permit/with/ without pressure distribution	\$1,390.00
ATT systems O&M Inspection	\$400.00
Holding tank permit	\$860.00
Holding tank inspection report-in-house	\$40.00
Holding tank inspection annual-field	\$250.00
Authorization, field visit required-permit issued under the authorization will be without the repair fee.	\$630.00
Authorization, no field visit required	\$300.00
Evaluation/renewal of temporary/hardship authorization	\$300.00
Existing system evaluation-field	\$640.00
Sewage disposal service, pumper truck inspection, first truck	\$150.00
Sewage disposal service, each additional truck	\$60.00

Re-inspection fee-when a pre-covered inspection correction requires a subsequent reinspection due to the previous corrections not being made. No further inspections until the reinspection fee is paid.  
\$200.00

Pump evaluation Fee for all permits that specify the use of a pump or dosing system except for Sand Filter, ATT, Recirculating gravel filter and pressurized distribution systems	\$50.00
On-site specialist consultation fee, in-house, 1-hour minimum	\$100.00/hour
On-site specialist consultation fee, field, 1-hour minimum	\$200.00/hour
Refund/Administrative fee	\$50.00

**On-Site may charge twice the established fee for a septic permit or approval if work is commenced before the required permits have been issued.**

**Notice:** A \$100.00 surcharge to offset DEQ administrative and oversight costs and are assessed by DEQ for each site evaluation, construction, repair, renewal authorization, all other activities for which an application is submitted. There is no surcharge for pumper truck inspections. The proceeds are forwarded to DEQ on a quarterly basis. The surcharge is set by the State of Oregon and will be adjusted to reflect State-imposed changes.

**Planning**

*(Unless otherwise indicated all applications include an additional Code Compliance Fee of 10% of the total application fees)*

*(Note: Code Compliance fees may double for violation cases)*

**Appeals—Remands [No Code Compliance Fee]**

Appeal, Planning Commission	\$250.00 or as set by statute
Appeal, County Court	application fee (deposit) \$2,050.00 + 20% of original
	Actual costs with deposit required at time of appeal submission
Covers costs for notices mailed, copy charges, staff time and other costs. Appellant must also provide transcripts of relevant meeting tapes at appellant’s expense	
CD/USB records	\$5.00 each

**DOCUMENTS PURCHASED**

Duplication fees	\$0.25/page
Duplication of oversize exhibits	\$5.00/page
Local Appeal Record	\$5.00 per CD/USB
<b>LAND PARTITIONS</b>	
Land partitioning (Residential, Commercial or Industrial)	
Land partitions (two – three lots)	\$1,900.00
Measure 49 Land Partition	\$1,575.00
Farm partition/forest partition (two – three lots)	\$1,900.00
Boundary Line Adjustment	\$725.00
Lot Combining – Uncombining	\$425.00
Final Plat Review	\$160.00
Replat	\$725.00
<b>CONDITIONAL USE PERMITS</b>	
Conditional use permit, administrative (e.g. Dog Kennels, Home Occupations)	\$1,000.00
Conditional use permit, w/hearing (e.g. bed & breakfast; golf course, multi-family residential)	\$2,600.00
Conditional use permit, modification of conditions, administrative	\$475.00
Conditional use permit, modification of conditions w/hearing	\$1,600.00
Conditional use permit – Temporary hardship dwelling	\$370.00
Temporary hardship renewal (every 2 years)	\$25.00
Conditional use – mineral aggregate	\$9,000.00
Conditional use – commercial energy (Additional fee will apply if a Goal exception is required)	\$10,000.00
Non-resource dwelling – conditional use permits	
Conditional use permit, Non-farm dwelling on existing parcel	\$2,500.00
Conditional use permit, Non-farm partition (two to three lots)	\$5,000.00
Conditional use permit, forest dwelling	\$3,200.00
<b>AMENDMENTS</b>	
Comprehensive plan amendment	\$5,250.00
Comprehensive plan amendment, required goal exception	\$7,350.00
Zone map change, measure 56 notice required	\$5,252.00
Zone map change, if <u>no</u> measure 56 notice required	\$2,625.00
Zone text change, measure 56 notice required	\$4,200.00
Zone text change, if <u>no</u> measure 56 notice required	\$2,625.00
<b>SITE PLAN REVIEWS</b>	
Site plan review – residential	\$675.00
Site plan review – accessory structure	\$125.00
Site plan review—accessory farm help dwelling	\$1,100.00
Site plan review – accessory farm family dwelling	\$1,100.00
Site plan review – farm dwelling	\$1,100.00
Site plan review—accessory forest-family dwelling	\$1,100.00
Site plan review – lot of record – ORS 215.705	\$1,100.00
Site plan review – Commercial, industrial,	\$1,000.00
Site plan review - utility facilities, cell towers	\$3,025.00
<b>SITE PLAN MODIFICATIONS</b>	
Site plan modification	\$250.00
<b>SUBDIVISIONS / PLANNED UNIT DEVELOPMENTS</b>	
Outline development / master plan	\$3,150.00+\$200/lot + 10% compliance fee

Subdivision name changes	\$525 each change
Final plat review	\$1,000.00
Subdivision modification request by applicant w/hearing	\$21000.00
Public hearing extension request	\$525.00
Replat	\$825.00

**DESTINATION RESORT**

Conditional use permit, modification	\$27,000.00
Subdivision Phase	\$3,0.00+\$200.00 per lot +
10% compliance fee	
Site plan review – residential	\$850.00
Site plan review – commercial	\$1,750.00
Final development review	\$1,100.00
Final plat review	\$1,000.00
Replat	\$825.00

**OTHER PERMIT FEES**

Legal parcel/lot determination 1-4 lots	\$800.00 +\$50.00/lot
Legal parcel/lot determination 5+ lots	\$275.00 +\$50.00/lot
Complex project fee	\$1,000.00 deposit + actual costs
Variance without public hearing	\$250.00
Variance with public hearing	\$1,100.00
Vested right application	\$550.00
Sign permit	\$225.00
Temporary use permit – Property owners RV on lot for up to 6 months	\$200.00
Temporary use permit – Renewal fee for property owner RV next 6 months	\$25.00
Land Use Compatibility Statement	\$75.00
Planning Director Determination (Interpretation-Advisory Only)	\$865.00
Staff Research/Consultation	\$25.00 per hour
All land use extension requests	\$250.00
Refunds requests (if applicable)	100% of original fee
Farm stand reviews	\$250.00
One mile study/soils report	\$200.00
Wildlife density analysis	\$75.00

**EVENTS**

Agritourism in County Exclusive Farm Use Zones \$1,000.00  
 Social Gatherings As identified in Crook County Code 5.04 Article II –

101 – 250 participants	\$200.00
250 – 500	\$500.00
500 – 1,000	\$1,000
1,000 – 3,000	\$1,500

Mass Gatherings As identified in Crook County Code 5.04 Article I - \$5,000.00

**ROAD APPROACH / VACATION**

Road approach permit – residential, new	\$250.00
<i>For County-maintained roads or roads approaching County-maintained roads</i>	
<i>(\$125 to Planning, \$125 to Road Department)</i>	
<i>Public and private roads that do not approach state, County, or City roads</i>	
<i>(\$125 to Planning, \$125 to Code Compliance)</i>	
Road approach permit – residential, grandfathered	\$125.00
<i>For County-maintained roads or roads approaching County-maintained roads</i>	
<i>(\$35 to Planning, \$90 to Road Department)</i>	
<i>Public and private roads that do not approach state, County, or City roads</i>	
<i>(\$35 to Planning, \$90 to Code Compliance)</i>	
<i>No fee for access created prior to 2000. Grandfathered Access permits are for single homes only.</i>	
Re-Inspection fee	(per re-inspection) \$50.00
Subdivision / PUD / Destination Resort approach	
\$1,000.00	
<i>For County-maintained roads or roads approaching County-maintained roads</i>	
<i>(\$400 to Planning, \$600 to Road)</i>	
<i>Public and private roads that do not approach state, County, or City roads</i>	
<i>(\$400 to Planning, \$600 to Code</i>	
<i>Compliance)</i>	
Commercial/ industrial or institutional approach	\$500.00
<i>For County-maintained roads or roads approaching County-maintained roads</i>	
<i>(\$250 to Planning, \$250 to Road)</i>	
<i>Public and private roads that do not approach state, County, or City roads</i>	
<i>(\$250 to Planning, \$250 to Code</i>	
<i>Compliance)</i>	

**ROAD VACATION**

Road Vacation	\$1,360.00
<i>(\$910.00 to County Counsel, \$450.00 to Road)</i>	

**ROAD DEVELOPMENT INSPECTION FEES**

Public and Private Roads – Road Inspection costs are paid to a third-party engineering firm. The fees below reflect the actual costs.

Type	PADT (potential average daily trips)			
	0-20	21-99	100 or more	Resorts
Traffic review	\$1,650.00	\$1,650.00	\$5,000.00	\$15,000.00
Plan review	\$3,000.00	\$4,000.00	\$5,000.00	\$15,000.00
Site observations	\$2,460.00	\$2,460.00	\$2,460.00	\$5,000.00

Payment of site observation fee includes cost of storm water plan review.

Note 1: Proposed fees assume three reviews will be adequate. For projects requiring additional visits, additional fees will apply.

Note 2: Proposed fees assume four site visits will be adequate. For projects requiring additional visits, additional fees will apply.

Note 3: Assumes 4 site visits (sub base, 3/4", 1/2" and paving). For projects requiring additional visits, additional fees will apply.

Note 4: Proposed fees shown are for subdivisions up to 200 PADT. For subdivisions in excess of 200 PADT, additional fees will apply.

**Consultant fee** **Actual costs of service**

Consulting fees are charged when in the judgment of the Planning Director, Planning Commission, or County Counsel, expertise or resources are required outside the scope of the County's ability to evaluate an application accurately or timely and additional assistance is needed. In some cases, consultation is required by County ordinance. Examples include but are not limited to evaluation of a proposed energy-related facility and related impacts, evaluation of environmental impact of certain industries, evaluation of the impact of certain applications on airport operations or a traffic-impact study.

### COMMUNITY CORRECTIONS

Monthly Supervision Fee	\$35.00
DNA Collection Fee	\$10.00
Dirty Urinalysis Fee	\$20.00
Interstate Compact Fee	\$100.00
Work Crew Orientation Fee	\$25.00
Work crew hourly rate	\$6.00

### COUNTY CLERK

Board of Property Tax Appeals hearing CD copy	\$10.00
Computer prints:	\$0.40 each
Electronic voter list (email, CD or USB)	\$35.00
Additional first page recording fee ( <i>in addition to statutory fee; supports computer replacement</i> )	\$5.00
Domestic Partnerships conciliation fee	\$10.00
HB 2436 Implementation – (ORS 205.323) (includes the 2018 HB 4007 updates)	\$1.00 per document assessed the Housing Alliance Fee
HB 2339 & SB 618 Implementation	\$2.00 per document assessed the A&T Fee
Marriage License Amendments	\$25.00

### COUNTY COURT & COUNTY COUNSEL

County Court meeting cassette tape copy, per tape	\$5.00 each
CD dubbing, per CD	\$5.00
County Liquor License Application	
New	\$50.00
Renewal	\$25.00
Legal Counsel review	Weighted hourly wage per time spent on project

### DISTRICT ATTORNEY

Traffic violations	\$5.00
Diversion revocations	\$10.00
Probation violations (misdemeanor and felony)	\$10.00

Non-traffic violations and misdemeanor crimes	\$10.00
Felony crimes	\$15.00
Felonies involving unusually large amounts of discovery	\$50.00
Homicides	\$100.00
Audio and video cassette tapes	\$10.00
Diskettes or compact discs	\$10.00
Expungement Process	\$60.00

### EXTENSION

#### 4-H CLOVER CLUB BUILDING RENTAL RATES

	Non-Profit Organization		Commercial (For-Profit) Organization	
	Per Hour	Entire Day	Per Hour	Entire Day
Griffin Classroom	\$30	\$150	\$45	\$200
Assembly Room	\$40	\$200	\$55	\$250
Entire Building	\$50	\$250	\$75	\$350
Cleaning / Damage Deposit	\$300		\$300	
Key Deposit	\$10		\$10	

#### Copies/Prints

B/W 8½x11 Copy Paper	\$0.10
Color 8½x11 Copy Paper	\$0.50
Double-sided copies	price is doubled.

#### Faxes

Local	\$1.50/up to 10 pages
Long Distance	\$2.50/up to 10 pages
Additional pages over 10	\$.50 per page

### GEOGRAPHIC INFORMATION SYSTEMS (GIS)

#### Professional Services

Standard labor rate	\$85.00/hr (1 hr min.)
Quick Maps – Small Format (Basic layers with or w/o imagery)	\$10.00 + print costs
Quick Maps – Large Format (Basic layers with or w/o imagery)	\$15.00 + print costs
Custom Mapping	\$85/hr (1 hr min)
GIS Database Analysis	\$85/hr (1 hr min)

#### Printing (Small format)

8.5 X 11 (B&W)	\$0.50 per sheet
8.5 X 11 (Color)	\$1.00 per sheet
11 X 17 (B&W)	\$1.00 per sheet
11 X 17 (Color)	\$2.00 per sheet

#### Printing (Large format)

Plat Copy (B&W)	\$5.00 per sheet
Maps/other (B&W)	\$1.50 per sq ft (\$10 min)
Maps/other (Color)	\$2.00 per sq ft (\$10 min)

#### Scanning

Small Format (11 X 17 and smaller)	\$0.50 per sheet (\$5 min)
Large Format (larger than 11 X 17)	\$1.50 per sq ft (\$15 min)

#### Custom services

1- mile study and report	\$170.00
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Soil survey 1:	\$25.00
Soil survey 2:	\$75.00
<b>GIS Data</b>	
Custom Data Request	\$85/hr (1 hr min)
CD creation	\$5.00
<b>GIS Mapping fee (included in planning fees)</b>	
Conditional use permit, non-farm partitioning/vacant/herbaceous forest	\$60.00 per lot
Conditional use permit, non-farm partitioning w/existing residence	\$60.00 per lot
Conditional use permit, non-farm dwelling on existing parcel	\$60.00
Conditional use permit, farm partitioning	\$60.00
Conditional use permit, non-residential	\$60.00
Site plan review, residential or commercial	\$60.00
Subdivision, PUD, condo, per unit	\$60.00 per lot
Final plat review, subdivision	\$60.00 per lot
Road Vacation	\$60.00

## HEALTH DEPARTMENT

In most cases, the increases in immunizations are based on changes in the cost of supplies. The allowable Medicaid immunization reimbursement is \$21.96.

**Certain fees shown are subject to adjustment on a sliding scale basis for qualifying individuals as determined by Federal guidelines.**

### Worksite & Community Wellness:

Health Education/Training/Promotion/Consultation (Non County Businesses)	\$30.00 - \$75.00
Blood Borne Pathogen Training	\$40.00
<u>Mental Health First Aid</u>	
<u>QPR</u>	
<u>Living Well with Chronic Conditions?</u>	
<u>Diabetes Prevention Program?</u>	
Other Training (Businesses)	\$20.00

### Immunizations

Vaccine For Children (VFC and 317 Program): Vaccine from the State – No Charge for Cost of Vaccine, only the administration fee of \$21.96 (~~New fee developed by DMAP for billing~~).

DTaP (Tripedia)	\$21.96
DTaP/IPV/Hib (Pentacel)	\$21.96
DTap/Hep B/IPV (Pediatrix)	\$21.96
DTap/IPV (Kinrix)	\$21.96
DTap/Hib (TriHiBit)	\$21.96
Hepatitis A Pediatric (Havrix)	\$21.96
Hepatitis B Pediatric (Recombivax)	\$21.96
Hepatitis B/Hib (Comvax)	\$21.96
Hib (ActHib)	\$21.96
HPV (Gardasil)	\$21.96
IPV (IPOL)	\$21.96
Meningococcal –MCV4 (Menactra)	\$21.96

MMR (Measles, Mumps, Rubella)	\$21.96
MMRV (Measles, Mumps, Rubella, Varicella) (ProQuad)	\$21.96
PCV13 (Pneumovax)	\$21.96
Polio IPV	\$21.96
Rotavirus (RotaTeq)	\$21.96
Td Immunization (7 and older)	\$21.96
Tdap Immunization (10-18 years - Boostrix)	\$21.96
Varicella (Chickenpox – Varivax)	\$21.96
<u>Non VFC Fee</u>	<u>\$21.96 + Cost of Vaccine</u>

**Special Programs\*\* Admin. Fee only**

Influenza (VFC and special population)	\$21.96
Flumist (VFC)	\$21.96
IG – only pay administration fee	\$21.96

**Special Programs – No Fee**

COVID-19 Vaccine	\$0
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**Vaccines Non VFC Program\*\* Adult and Travel**

**Administration Fee included in Price**

<del>Hepatitis A Immunization (Havrix)</del>	<del>cost + \$21.96</del>
<del>Hepatitis B Immunization (Havrix)</del>	<del>cost + \$21.96</del>
<del>Hep A/Hep B Combo (Twinrix)</del>	<del>cost + \$21.96</del>
<del>Influenza (non VFC – Adult)</del>	<del>\$45.00</del>
<del>Pneumo – PCV23 (Adult)</del>	<del>cost + \$21.96</del>
<del>Tetanus(adult booster) (Boostrix)</del>	<del>cost + \$21.96</del>
All vaccines	cost + \$21.96

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**Vital Statistics and Medical Records:**

Birth and Death Certificates (First)	\$25.00
Additional Birth and Death Certificates, each	\$25.00
Replacement Fee (Birth and Death)	\$5.00/each
Record page copies - client chart (after ten pages)	\$0.25 per page
Expedited Order Fee	\$7.00

**Miscellaneous:**

Shot Record Replacement	\$1.00
Head Lice Check	\$10.00
<del>Blood Pressure Check</del>	<del>\$1.00</del>
<del>STI Exam (all inclusive) have clinic fee</del>	<del>\$150.00</del>
STI Exam	\$150.00

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**Increases in fees for the Reproductive Health program are based on the Required Cost Analysis which demonstrated the following charges.**

**Lab Tests:**

<del>Laboratory Processing Specimen</del>	<del>\$20.00</del>
Venipuncture/Court Ordered	\$15.00
Venipuncture/VDRL, Hepatitis	\$15.00

**In House Testing:**

HCG Pregnancy Urine (Lab Test)	\$12.00
<del>Hemoglobin</del>	<del>\$12.00</del>
HIV C/T Rapid Test	\$50.00
HIV Rapid Test – State Program	(no charge per state contract)
UA w/o Micro	\$15.00
Wet Mount (Lab Test)	\$15.00
Rapid Hepatitis C Test	(no charge per state contract)
<b>External Lab Testing:</b>	
Chlamydia/GC	\$20.00
<del>Herpes Culture</del>	<del>\$65.00</del>
HIV C/T Test (Sliding Scale)	\$25.00
Thin Prep Pap with Co Testing	\$90.00
Thin Prep Pap Smear	\$65.00
Syphilis Serology + venipuncture fee	\$25.48 + \$15.00
Hepatitis C + venipuncture fee	\$20.00 + \$15.00
Hepatitis B + venipuncture fee	\$15.00
<del>Liver Panel + venipuncture fee</del>	<del>\$15.00 + \$15.00</del>
Titer ( <del>rubella, rubeola, varicella</del> , Hep B surface, Hep C + venipuncture fee)	\$20.00 + \$15.00
	<del>\$55.00 + \$15.00</del>
Quantiferon (Risk)	N/C
<del>Quantiferon</del>	<del>\$65.00 + Veni</del>

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**\*Lab Fees – actual flow- outside lab price – may change due to laboratory cost change.**

**Injections**

Therapeutic/Antibiotic Injection Administration \$15.00

**Dispensed Medications**

Azithromycin <del>1-gram</del> (State Supplied)	\$0.00
Azithormycin	\$50/pill
Imiquimod cream ( <del>charge at cost, no slide, client must prepare</del> )	<del>\$10.00 each</del> \$15.00/box
Condylox Gel 5% Packet	<del>\$4.00</del> \$10.00/pck
Doxycycline 100 mg	\$0.05 per pill
Rocheplin (STD)	State Supplied
Metronidazole 500mg	\$0.25 per pill
Metronidazole Cream (per package)	\$5.00
Valtrex (per pill)	\$1.50
Fluconazole (per pill)	\$2.50

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**\*Reproductive Health Contraceptive Supplies: Sliding Fee Scale (Changes are based on our cost and changes in the cost of supplies)**

Condoms – latex (Pack of 12)	\$5.00
Condoms – non-latex (per box)	\$13.00
Condoms – Female (per 1)	<del>\$4.00</del> \$6.00
Depo-Provera	<del>\$40.00</del> \$5.00 per injection
<del>Diaphragm</del> <del>Caya</del>	<del>\$65.00</del>
ECP Pills (Plan B)	\$10.00
ECP (Ella)	\$30.00
Implanon	\$475.00
IUD (Mirena)	\$350.00

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IUD (Paraguard)	\$275.00
Oral Contraceptives	\$10.00 based on cost
Spermicides	<del>\$8.00</del> \$15.00
Sponge	<del>\$4.00</del> \$15.00
Nuva Ring	<del>\$20.00</del> \$10.00
Skyla intrauterine device	<del>\$490.09</del>
Xulane (per patch)	\$30.00
Annovera	\$1,300.00

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**Reproductive Health New Patient Office Visit**

99201 Problem Focused (10 min. face to face)	\$100.00 per visit
99202 Expanded Problem Focused (20 min. face to face)	\$185.00
99203 Detailed low (30 min. face to face)	\$230.00
99204 Comprehensive Moderate (45 min. face to face)	\$345.00
99205 Comprehensive High (60 min. face to face)	\$406.00

**New Patients Preventive Visits**

<u>Code</u>	<u>Billing Price</u>
99384	\$221.00
99385	\$221.00
99386	\$221.00

**Reproductive Health Established Patient Office Visit**

99211 RN Visit	\$79.00
99212 Problem Focused (10 min. face to face)	\$79.00
99213 Expanded Problem Focused (15 min. face to face)	\$125.00
99214 Detailed low (25 min. face to face)	\$175.00
99215 Comprehensive Moderate (40 min. face to face)	\$250.00

**Established Preventive Visits**

99394	\$175.00
99395	\$75.00
99396	\$75.00

**RH Program/**

Contraceptive/Counseling Visit	
Low Complexity	\$60.00
Moderate Complexity	\$167.00
High Complexity	\$260.00

DMAP Clients Only	
All inclusive visit	\$135.00

**Translator Services:**

Supply Only Visit	\$6.47
Low Complexity	\$25.88
Moderate Complexity	\$51.76
High Complexity	\$77.63

**Procedures**

Diaphragm Fit	\$135.00
IUD Insertion	\$150.00
IUD Removal	\$175.00
Wart Treatment (1-14 – cryotherapy) (pay up front)	\$188.00
Wart Treatment (15 or more – cryotherapy) (pay up front)	\$225.00
Implanon Insertion	\$100.00
Implanon Removal	\$100.00

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Suture removal \$10.00

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**Maternal Child Health Programs\* (These were not listed on fee slip previously)**

\*Fees set by State OHA Program and may adjust as OHA adjusts fees. These fees are billed through Medicaid.

Babies First Targeted Case Management \$460.36  
Expanded Babies First Targeted Case Management \$460.36  
CaCoon Targeted Case Management \$460.36

**Tuberculosis Services – Medications (No Charge – State Supplied)**

PPD – TB Test \$30.00  
Vitamin B6 N/C  
Ethambutol N/C  
Isoniazid N/C  
Pyrazinamide N/C  
Rifampin N/C  
TB Test-IGRA (blood test) N/C plus venipuncture fee \$0.00 +15.00

**Food Service Inspection**

Food service inspection fees are those authorized by the Oregon DHS. In addition, the following fees and surcharges are authorized:

Full service restaurant/caterer fees based on seating criteria

0-15 seats	\$480.00
16-50 seats	\$545.00
51-150	\$615.00
150+ seats	\$650.00
Bed and breakfast	\$210.00
Limited service restaurant	\$250.00
Commissary	\$365.00
Warehouse	\$210.00
Mobile unit, licensed in-County	
Class I	\$220.00
Class II	\$230.00
Class III	\$255.00
Class IV	\$270.00
Mobile unit, licensed out of County, inspected in Crook County, per event	\$25.00
Temporary restaurant license, one day event	\$65.00
Temporary restaurant license, two or more days	\$70.00
Temporary restaurant discount (when applied for 10 days in advance)	\$5.00
Intermittent temporary restaurant license no more than 30 days same food/location, more than one oversight organization	\$65.00
Seasonal temporary restaurant license no more than 90 days same location/food and under one oversight organization	\$65.00
Intermittent/Seasonal Operational Review- prior to either permit being issued (needs to be obtained at least 14 days prior to license application)	\$55.00
Temporary benevolent-license (good for up to 13 one to three day events) (Must show valid IRS tax exempt I.D. number to qualify)	\$No Charge
(Intermittent and Seasonal for benevolent will require an Operational Review)	\$45.00

\*\* Intermittent or seasonal temporaries requiring an additional inspection due to a complaint or infraction will be charged at the daily rate

Penalty fee for late renewal of restaurant license \$100 per mo.

“Late” means after the 31st or last day of the month during which license was required

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Last Updated 7/28/2021 7/26/2021 7/14/2021

Vending machines inspection per company	
1-10 machines	\$50.00
11-20 machines	\$50.00
21-30 machines	\$75.00
31-40 machines	\$100.00
41-50 machines	\$125.00
Tourist Facility inspection fees	
Bed and breakfast (non-kitchen inspection)	\$100.00
Travelers accommodations	\$100.00
Recreation park	\$100.00 plus per space charge as follows:
1-50 RV spaces	per space \$2.50
51-100 RV spaces	per space \$1.50
101+ RV spaces	per space \$1.00
Organizational camps	\$150.00
Destination resort overnight lodging unit cluster license	\$175.00
Destination resort hot tub maintenance permit	\$175.00

Note: Any person licensed under ORS 446.310 to 446.350 to engage in the recreation park or traveler's accommodations business who fails to renew a license on or before the expiration date is considered delinquent. If delinquency exceeds 15 days past the expiration date a penalty fee of 50 % of the annual license fee shall be assessed. The penalty fee will increase by 50 percent of the license fee on the first day of each succeeding month of delinquency.

#### Food Service Plan Review Fees/Initial/New Construction

Full service restaurant	\$275.00
Bed and breakfast and restaurant (if required)	\$275.00
Commissary	\$200.00
Warehouse	\$50.00
Limited service	\$150.00
<u>Mobile units:</u>	
Class I	\$145.00
Class II	\$175.00
Class III	\$225.00
Class IV	\$245.00
Organizational Camp - w/o food kitchen building	\$200.00
Organizational Camp w/ food kitchen facility	\$275.00
<u>Remodeling</u>	
Full service restaurant	\$150.00
All Others (turn-Key/no construction)	\$150.00
<u>Other:</u>	
Daycare inspection	\$100.00
School inspection	\$125.00
Public swimming pool and spa inspection fee, first pool/spa	\$335.00
Additional (year round) pools and spas	\$235.00 each
Seasonal pool	\$230.00
Additional seasonal pool/spa	\$160.00
Loan inspections water	\$145.00
Food handler certificate	\$10.00
Food handler replacement certificate	\$5.00

Administrative fee non-specific to above listed fees.	\$5.00 per 15 minutes (\$5 minimum)
Environmental health specialist consultation fee, in-house (min. hrly charge)	\$95.00
Environmental health specialist consultation fee, field (min. hrly charge)	\$145.00

Note: A supplementary inspection charge equal to 50 percent of the annual license fee shall be assessed for each complete inspection required because of failure to meet applicable standards when such complete inspection is performed during the license period in addition to the two semi-annual inspections normally performed. Charges accrued and not paid during the current license period will be added to the license fee for the next license period and will be subject to the late penalty fee of \$100 for each month fee remains unpaid.

New licensees will not be assessed any surcharges accrued by the previous license holder. Any facility opened in Oct/Nov/Dec will be charged 50 percent of the required fees.

### INFORMATION TECHNOLOGY (IT)

*(Fees not charged to other units of County government.)*

IT – Professional Services	
Server and Desktop Labor	\$85.00/hour billed in ¼ hour increments
Network and Wireless Labor	\$125.00/hour billed in ¼ hour increments
Consulting and Training Labor	\$150.00/hour billed in ¼ hour increments

### JUVENILE DEPARTMENT

Probation supervision fee, per adjudication	\$30.00
Formal accountability, per agreement	\$10.00

### LANDFILL

All weight-based charges are subject to a minimum charge based on 20 lbs. Weights above 20 lbs. will be rounded up to the next 20 lbs. increment due to scale calibration.

“In-county” refers to debris which is being hauled by a resident of Crook County bearing a driver’s license showing a Crook County address or a Crook County landfill-issued resident I.D. card.

**General services**

Minimum disposal rate, any transaction, for county residents with resident’s I. D. card	\$10.00
Minimum disposal rate, any transaction, for Out-of-County residents	\$12.00
Disposal rate, for county residents with resident’s I. D. card, per ton	\$50.00
Disposal rate for non-county residents and residents without I.D. card, per ton	\$60.00
Mixed load disposal rate (in and out of county residents)	\$65/ton (\$20 min.)
Order 2002-45 is of no further effect.	
All other commercial haulers, per ton In-County	\$50.00
All other commercial haulers, per ton Out-of-County	\$60.00
Fee for unsecured/untarped loads	\$10.00
Septage waste disposal, per gallon	per gallon, \$0.11
Contaminated soil originating In-County	\$35.00 per ton +\$50 surcharge

Contaminated soil originating Out-of-County	\$45.00 per ton +\$50 surcharge
Weight Ticket Only	\$1.00
<b>Inert material/Construction debris</b>	
Concrete/cement per ton,	\$10.00
Dirt (clean) or Sod per ton,	\$10.00
Rocks or bricks per ton,	\$10.00
Asphalt per ton,	\$10.00
<b>Waste Recovery Fees</b>	
Composted materials purchase	per yard if purchased on-site \$14.00
Wood chips	per yard if purchased on site \$5.00
Juniper chips	per yard if purchased on site \$7.00
Gypsum	per ton if purchased on site \$40.00
Burning barrel purchase	\$10.00 per barrel
Used mobile home axle purchase	\$100.00 per axle
Sweeper brush roller purchase	\$25.00
<b>Appliance Disposal Fee</b>	
Stoves, washers, dryers, dishwashers	\$9.00
Water heater	\$5.00
Refrigerators/air conditioners	\$15.00
Microwaves	\$3.00
Propane tanks	\$5.00
<b>Tires</b>	
Tire fee, pick-up, up to 20 lbs. without rim	\$3.00
Tire fee, pick- up, to 40 lbs. with rim	\$6.00
Tire fee, semi-truck, up to 100 lbs. without rim	\$7.00
Tire fee, semi-truck, up to 160 lbs. with rim	\$12.00
Tire fee, giant & tractor,	\$200.00 per ton
<b>Mobile Home Disposal Fees</b>	
<i>(Appliance Disposal Fees are in addition to the base disposal fee. In addition, tire fees are charged if there is no axle recovery. Salvage fee is charged if there is axle recovery.)</i>	
No abandoned mobile homes or trailers accepted.	
In County	\$50.00 per ton +\$300.00 surcharge
	+Appliance Disposal Fee / +Tire fees (if no axle recovery)
Out of County	\$60.00 per ton +\$500.00 surcharge
	+Appliance Disposal fees / +Tire fees (if no axle recovery)
<b>Travel Trailers</b>	
In County	\$50.00 per ton +\$6.00 per foot surcharge
	+Appliance Disposal Fee / +Tire fees (if no axle recovery)
Out of County	\$60.00 per ton +\$10.00 per foot surcharge
	+Appliance Disposal Fee / +Tire fees (if no axle recovery)
<b>Campers</b>	
In-County	\$50.00 per ton +\$25.00 surcharge
	+Appliance Disposal Fee
Out-of-County	\$60.00 per ton +\$25.00 surcharge
	+Appliance Disposal Fee
<b>Dead Animals</b>	
Off-Load fee for dead animals	\$10.00
Commercial Hauler	\$60.00 per ton (\$20.00 minimum)
Residential In-County	\$50.00 per ton



Residential Out-of-County	\$60.00 per ton
<b>Butcher Waste</b>	
In-County	\$50.00 per ton
Out-of-County	\$60.00 per ton

**Hazardous Waste/Paint**

*(Paint must be in original container; solidified paint will be accepted as regular waste.)*

**\*Paint must be in original container and not frozen**

<b>Fluorescent Light Tubes</b>		\$0.20 cents per foot
<b>Electronics</b>	<b>Undamaged</b>	<b>Damaged</b>
Computers (Monitors and Towers)	N/C	per piece, N/C
Keyboard and Mouse	N/C	\$1.00
Printers	N/C	\$3.00
Televisions	N/C	N/C
Console televisions	N/C	N/C
VCRs/DVDs	N/C	\$3.00
Copy machines--large	\$25.00	\$25.00
Copy machines--small	N/C	\$3.00
Fax machines	N/C	\$3.00
Asbestos	\$100.00 for first 2,000 lbs. +\$0.05 per lb. over 2,000 lbs.	

*\*ASN4 form must be attached with at least one copy for the Landfill to keep*

**Recyclable items**

Latex, liquid paint (original container)	No Charge
Oil based liquid paint/stain (original container)	No Charge
Newspaper	No Charge
Corrugated cardboard	No Charge
Glass	No Charge
Magazines	No Charge
Tin cans	No Charge
Car/truck batteries	No Charge
Used automobile oil	No Charge
Antifreeze – Residential Customers	No charge
Antifreeze – Commercial Customers	\$0.50 per gallon

**Other Landfill fees**

Yard debris, per ton	
In-County	\$50.00 per ton (minimum applies)
Out-of-County	\$60.00 per ton (minimum applies)
Wood debris only	\$25.00 per ton (minimum applies)
	<i>(no metal except nails, no pressure treated, and no railroad ties)</i>
Scrap metal (no wire)-Metal Load only	\$25.00 (minimum applies)

**LIBRARY**

Faxing (up to 10 pages)	\$2.50 (send & receive)
No International Faxing	
Computer print-outs/photocopies –B/W	\$0.05 per side
Computer print-outs/photocopies – color	\$0.25 per side
Nonresident card fee – 12 months	\$85.00
Nonresident card fee – 3 months	\$25.00
Nonresident card fee – 1 month	\$10.00

Interlibrary loan no-pickup fee	\$5.00
Collection fee, per account sent	\$10.00
<b>Use of Library Meeting Rooms</b> (Broughton Room and Juniper Room)	
Non-Profits' Use	N/C
Commercial Use	\$20 per hour

Any damages will be billed to user

## MAINTENANCE DEPARTMENT

*(Fees not applicable for Crook County or City of Prineville Government)*

### OPEN CAMPUS FACILITY

Photocopies/Prints	
Black and white (8.5 x 11)	\$0.10/page
Color	\$0.50/page
Faxes (Public)	
Local	\$1.50/up to 10 pages
Long Distance	\$2.50/up to 10 pages
Any faxes over 10 pages is extra	\$.50/page
Room Rental	
Classrooms and Conference Room	\$25.00 per hour
Computer Lab and Kitchen	\$50.00 per hour
Refundable cleaning deposit	300.00
Mobile Classroom	\$50.00 per hour + \$1.25/mile

## ROAD DEPARTMENT

### County-Accepted and Maintained Roads

Traffic review related to County-accepted and maintained roads is typically performed by the Oregon Dept. of Transportation. If ODOT-review is not available, the below fees will be applied. If plan review and site observation cannot be performed by County or ODOT staff due to limitations of technical expertise or resources, the below fee-schedule will be applied.

Note 1: Fees assume three reviews will be adequate. For projects requiring additional visits, additional fees will apply.

Note 2: Fees assume four site visits will be adequate. For projects requiring additional visits, additional fees will apply.

Note 3: Assumes 4 site visits (sub-base, ¾", ½" and paving). For projects requiring additional visits, additional fees will apply.

Note 4: Fees shown above are for subdivisions up to 200 PADR. For subdivisions in excess of 200 PADT, additional fees will apply.

Construction Plan Review	\$350.00 plus \$2.50 L.F. of County Road
Additional Reviews	\$175.00 plus \$2.50 L.F. of County Road
Inspection Fees	\$175.00 per visit
Cattle Guard Permit Fee	\$350.00

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Last Updated 7/28/2021 7:26/2021 7/14/2021

**Consultant fee**

**Actual Cost of Services**

Consulting fees are charged when in the judgment of the Road Master or County Counsel, expertise or resources are required outside the scope of the County’s ability to evaluate an application accurately or timely and additional assistance is needed. In some cases, consultation is required by County ordinance, State law, or Federal law.

**SHERIFF’S OFFICE**

Color copies, per page	\$0.75
Electronic media (Includes copies of photos printed for criminal reports)	\$10.00 per disk.
Criminal reports (paper) up to 50 pages	\$10.00
over 50 pages	\$0.25 each page
Postage costs will be assessed if the documents are to be mailed	
Records check (paper) up to 10 pages,	\$6.00
each additional ten pages or portion thereof	\$2.00
Criminal reports (audio)	\$10.00
Criminal reports (video)	\$30.00
Electronic Fingerprinting, per card	\$15.00
Impounded auto processing fee	\$100.00
Electronic monitoring installation and set-up	\$50.00*
Electronic monitoring services	\$15.00 per day*

\* *Electronic monitoring set-up and daily fees may be waived depending on ability to pay at the discretion of the supervisory authority*

**Real Property Foreclosure Sale \$600.00 Min.**

Includes \$89.00 statutory sheriff’s fee, one hour sale preparation time at \$32.00, pre-sale posting at \$50.00, one hour allotted for conduct of sale at \$45.00, and \$50.00 after sale posting charge PLUS additional costs incurred for advertising, staff time for preparation, conduct of sale, certified mailing and postage and certification of sale.

**Personal Property Foreclosure Sale \$475.00 Min.**

Includes \$89.00 statutory sheriff’s fee, one hour sale preparation time at \$32.00, pre-sale posting at \$45.00, one hour allotted for conduct of sale at \$32.00, fees for publication as instructed (ORS 18.920(4)(5) PLUS additional costs incurred for preparation, conduct of sale, certified mailings and postage, folio fees, keeper fees, and other expenses incurred to conduct the sale.

**Sheriff staff time beyond 1st hour of standby, per deputy per hour \$55.00**

**Dog License Fees**

	<u>Yearly</u>	<u>3-Year</u>	
Unaltered	\$25.00	\$75.00	
Altered	\$10.00	\$20.00	
Senior citizens 62+, altered	\$5.00	\$10.00	
Livestock dog License	\$5.00	\$10.00	(see CCC 6.04.085)
Replacement tag	\$2.00		

\* Rabies vaccination must run concurrent with the license

**Kennel License Fee**

\$50.00 per year or \$100.00 for 3 years for up to 10 dogs. Every adult dog thereafter shall include \$3.00 per dog, per year, or \$6.00 per dog for 3 years.

**Ranch License Fee**

A Ranch License can be obtained at a rate of \$5.00 per dog per year or \$15.00 for 4 or more dogs per year. A 3-year license for ranch dogs will be \$10.00 per dog or \$30.00 for 4 or more dogs.

For Civil Fees, please refer to the Crook County Sheriff's Office website.

### SURVEYOR

*(Fees do not include Clerk's recording and certification fees)*

Partition plat review and filing	\$550.00*
	(+ \$50 per sheet over 2 sheets)
Record of survey review and filing, first sheet	\$225.00
Record of survey review and filing, additional sheets, boundary review	\$50.00
Monumented subdivision plat review and filing	\$900.00*
	(+ \$85.00 per lot)
Post monumented subdivision plat and filing	\$1,100.00*
	(+ \$85.00 per lot)
Condominium plat review and filing	\$900.00*
	(+ \$85.00 per unit)
Affidavit of correction	\$110.00
Oregon Corner Restoration Record	\$25.00
Affidavit of plat monument re-establishment and post monumentation affidavit	\$126.00
Vacation review and filing	\$110.00
Blueline copies, per sheet	\$ 4.00
Photocopies, per sheet	\$ 0.50
Property line adjustment review and filing, first sheet	\$300.00*
	(+ \$50 per sheet over 1 sheet )
Additional sheets	\$ 50.00
Additional plat review caused by redesign (per hour charge)	\$120.00

### TREASURER/TAX COLLECTOR

Computer quick prints, per page	\$0.40
next 100 pages	\$0.20 each
additional pages	\$0.10 each
County Budget Document (bound)	\$40.00
County Budget Document (unbound)	\$25.00
Mailing materials	Cost of reproduction (above) plus actual postage cost
Monthly delinquent file listing for property taxes	\$100/month
Returned Check fee	\$25.00
Research Fee	\$15.00/1-hour min
Special Check Run (outside regular schedule)	\$25.00
Special Districts Administration fee	\$0.004***
*** This amount times the total dollar amount for accounts payable paid and gross payroll, if applicable, per month, with a minimum of \$10.00 per month.	

BE IT FURTHER ORDERED that the Crook County Court adopts as part of the county fee schedule those fees authorized to be collected by local governments by Oregon Revised Statutes and Oregon Administrative Rules, and other applicable laws.

BE IT FURTHER ORDERED, that County department heads may impose additional fees related to generating custom information and records searches requested by the general public not covered herein

in an amount sufficient to recover the actual costs incurred in obtaining and preparing such information, including all wage and benefit costs related to production and supervision, transportation costs, duplications costs and any other costs which such search may require. In the event that a department head shall plan to charge such a fee, the department head shall give notice in advance, along with an estimated cost, and shall require payment in advance. In the event that final cost exceeds the estimated cost, the department head involved shall notify the requesting party that additional cost will be incurred and shall not deliver a final work product until full payment has been made. In the event that payment by the requesting party exceeds payment, refunds shall be made only after the requesting party has submitted a claims sheet to the county finance department through normal processes of reimbursement.

BE IT FURTHER ORDERED that except as indicated above fees shall be charged in accordance with the above schedule unless waiver is authorized by the Crook County Court.

BE IT FURTHER ORDERED that these fees shall continue in effect until modified, amended, removed, or otherwise adjusted by the Crook County Court.

BE IT FURTHER ORDERED that County staff members are authorized to make formatting and pagination changes to improve readability, but which may not alter the fees described herein.

BE IT FURTHER ORDERED that no new fee shall be charged during the fiscal year unless first authorized by the County Court or established by regulation, rule, statute or law of the State of Oregon.

DATED this \_\_\_ DAY OF ~~JUNE~~AUGUST, 2021.

CROOK COUNTY COURT

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

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

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

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

# Crook County Counsel's Office

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

• Phone: 541-416-3919

Physical: 267 NE 2<sup>nd</sup> St., Ste 200, Prineville, OR 97754

• Fax: 541-447-6705



## MEMO

TO: Crook County Court

FROM: John Eisler, Asst. County Counsel

DATE: July 28, 2021

RE: Bond Measure Election for Justice Center/Courthouse  
Our File No.: Ct. Contracts 281(B)

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Enclosed is Order 2021-43, which calls for a measure election on the November 2, 2021 ballot to ask the voters of Crook County for the authority to issue up to \$35M in general obligation bonds to support the construction of the Justice Center and restoration of the County Courthouse under the authority of ORS 287A.100. Included with the Order is the language for the ballot title (Exhibit A) and required notice our County Clerk must publish (Exhibit B).

The County is anticipating additional sources of funding for these projects. The County will be receiving matching funds from the State of Oregon for circuit court and shared space under SB 5505/Article XI-Q. The County will continue to pursue additional funding from the state throughout this process, as may be available for the both the Justice Center and Courthouse.

This Order does not obligate the County to take on these debts, it only authorizes the County to do so if needed. Construction of the Justice Center will necessarily happen before the restoration of the Courthouse, so there is also a strong possibility only a portion of the authorized amount will be used before the Justice Center is complete.

The County does not anticipate that this bond repayment will require an increase in property taxes. The County intends that these bonds will be tax exempt. Finally, acceptance of the bond(s) will also require audits and public disclosure of the use of proceeds.

Please let me know if you have any questions.

**Please place this memo and the attached document(s) on the Wednesday, August 4, 2021 County Court Agenda as a DISCUSSION ITEM.**



the ballot title pursuant to ORS 250.195. The notice shall be in substantially the form attached to this Order as Exhibit B.

4. The County authorizes the County Judge and Commissioners or the designee of the County Judge (each an “Authorized Representative”) to submit the final ballot title and to take such further action as is necessary to carry out the intent and purposes of this Order in compliance with the applicable provisions of law.

5. The Authorized Representative shall file with the County Clerk the Ballot Title so that this measure may appear on the ballot for the November 2, 2021 election.

6. The County hereby declares its official intent pursuant to Treasury Regulation Section 1.150-2 to reimburse itself for any amounts the County spends for the Project.

7. This Order shall be effective upon its approval and adoption.

Adopted this 4th day of August, 2021.

Signed this 4th day of August, 2021.

**CROOK COUNTY COURT**

CROOK COUNTY COURT

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

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

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

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



**EXHIBIT A**

**NOTICE OF BOND ELECTION**

**CROOK COUNTY, OREGON**

**NOTICE IS HEREBY GIVEN** that a measure election will be held in Crook County, Oregon on November 2, 2021. The following shall be the ballot title of the measure to be submitted to the county's voters:

**CAPTION**

GENERAL OBLIGATION BONDS TO RESTORE COURTHOUSE;  
SUPPORT JUSTICE CENTER

**QUESTION**

Shall Crook County support Justice Center and restore courthouse with up to \$35 million in general obligation bonds; requires audit?

If the bonds are approved, they will be payable from taxes on property or property ownership that are not subject to the limits of sections 11 and 11b, Article XI of the Oregon Constitution.

**SUMMARY**

Approval of this measure authorizes the County to issue general obligation bonds in a principal amount up to \$35 million. Use of proceeds would be audited and publicly disclosed.

The County does not intend or expect to impose an additional property tax to pay the bonds, but seeks general obligation bond authority to obtain the lowest interest rate financing option.

Proceeds of the bonds would pay capital costs to help provide a new Justice Center and related facilities and to restore the existing courthouse.

Specifically, the Justice Center is expected to:

- improve capacity for speedy trials;
- consolidate and expand access to public services;
- provide increased safety and privacy for jurors, the public, and employees; and
- open space for the restoration of the courthouse.

County is seeking other sources of revenues to help fund the courthouse renovation and the Justice Center, and will also receive State matching funds.

The bonds may be issued in series, with each series maturing within 25 years.

**EXHIBIT B**  
**NOTICE OF RECEIPT OF BALLOT TITLE**

Notice is hereby given that a ballot title for a measure referred by Crook County has been filed with the County Elections Officer on August 4, 2021. The ballot title caption is GENERAL OBLIGATION BONDS TO RESTORE COURTHOUSE; SUPPORT JUSTICE CENTER.

A complete copy of the ballot title, which includes caption, question, and summary of the measure may be obtained at 300 NE Third Street, Room 23, Prineville, OR 97754 or by contacting the Elections Official at elections@co.crook.or.us or by calling (541) 447-6553.

An elector may file a petition for review of this ballot title in the Crook County Circuit Court no later than 4:30 p.m., August 13, 2021 under ORS 250.195.

\_\_\_\_\_  
 Signature of County Elections Officer

\_\_\_\_\_  
 Date signed

\_\_\_\_\_  
 Printed name of County Elections Officer

\_\_\_\_\_  
 Title

This legal notice is to be published by the County Elections Officer in the *Central Oregonian*, or in another newspaper of general distribution within the County.