

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 coples 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 AUGUST 12, 2022 SPECIAL SESSION
Open Portion**

Be It Remembered that the Crook County Court met in a Special Session on August 12, 2022, at 10:00 a.m. in the Administration Conference room located at 203 NE Court Street, Prineville, Oregon 97754.

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

Absentees: None

Others Present in Person or Via WebEx: Legal Counsel Eric Blaine; Administration Executive Assistant Amy Albert and Human Resources Director Kim Barber.

At 10 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.

MOTION to direct staff to prepare documents as discussed in the Executive Session. Motion seconded. No further discussion. Motion carried 3-0. There being no further business before the Court, the meeting was **adjourned at 10:17 a.m.**

Respectfully submitted,

Amy Albert

**CROOK COUNTY COURT MINUTES
OF AUGUST 12, 2022 SPECIAL SESSION
Open Portion**

Be It Remembered that the Crook County Court met in a Special Session on August 12, 2022, at 10:30 a.m. in the Administration Conference room located at 203 NE Court Street, Prineville, Oregon 97754.

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

Absentees: None

Others Present in Person or Via WebEx: Legal Counsel Eric Blaine; Administration Executive Assistant Amy Albert and Human Resources Director Kim Barber.

At 10:30 a.m. the Court read into Executive Session under the following statute(s): ORS 192.660(2)(b) To consider the dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent who does not request an open hearing.

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.

MOTION to terminate employee as discussed in the Executive Session and to direct staff to correspond with employee as discussed in the Executive Session. Motion seconded. No further discussion. Motion carried 3-0.

MOTION to delegate authority to Judge Crawford to implement motions previously made and authority to resolve any remaining issues in-line with the previous motions. Motion seconded. No further discussion. Motion carried 3-0. There being no further business before the Court, the meeting was **adjourned at 10:35 a.m.**

Respectfully submitted,

Amy Albert

**CROOK COUNTY COURT MINUTES
OF AUGUST 17, 2022 TRS NORTH APPEAL HEARING
Open Portion**

Be It Remembered that the Crook County Court met regarding TSR North Appeal hearing on August 17, 2022, at 9:00 a.m. in the County meeting room located at 320 NE Court Street, Prineville, Oregon 97754.

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

Absentees: None

Others Present in Person or Via WebEx: Legal Counsels Eric Blaine and John Eisler; Administration Executive Assistants Amy Albert; Legal Assistant Lindsay Azevedo; Director Will VanVactor; Greg Jackle; Max Yaclick and Rory Isbell.

REGULAR SESSION

The meeting was **called to order at 9:33 a.m.**

The County received a motion for continuance Monday, August 15th from the Applicant. The purpose of the continuance is to proceed with settlement negotiations. The Appellant does not object to this motion. The hearing will be continued until October 19, 2022.

MOTION to continue the TSR North appeal hearing to a time and dated certain of October 19, 2022, at 9:00 a.m. at the County Annex building. Motion seconded. No further discussion. Motion carried 3-0.

There being no further business before the Court, the meeting was **adjourned at 9:41 a.m.**

Respectfully submitted,

Amy Albert

**CROOK COUNTY COURT MINUTES
OF AUGUST 16, 2022 WORK SESSION
Open Portion**

Be It Remembered that the Crook County Court met in a regularly scheduled Work Session on August 16, 2022, at 9:00 a.m. in the Administration Conference room located at 203 NE Court Street, Prineville, Oregon 97754.

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

Absentees: None

Others Present in Person or Via WebEx: Legal Counsels Eric Blaine and John Eisler; Administration Executive Assistant Amy Albert *and* Legal Assistant Lindsay Azevedo.

At 9:00 a.m. the Court read into Executive Session under the following statute(s): ORS 192.660(2)(b) To consider the dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent who does not request an open hearing, ORS 192.660(2)(e) For the purpose of conducting deliberations with persons designated by the governing body to negotiate real property transactions and ORS 192.660(2)(f) To consider information or records that are exempt by law from public inspection.

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.

MOTION to request Judge Crawford arrange meeting as discussed in the Executive Session. Motion seconded. No further discussion. Motion carried 3-0. There being no further business before the Court, the meeting was **adjourned at 10:51 a.m.**

Respectfully submitted,

Amy Albert

**CROOK COUNTY COURT MINUTES
OF AUGUST 19, 2022 SPECIAL SESSION
Open Portion**

Be It Remembered that the Crook County Court met in a Special Session on August 19, 2022, at 11:00 a.m. in the Administration Conference room located at 203 NE Court Street, Prineville, Oregon 97754.

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

Absentees: None

Others Present in Person or Via WebEx: Legal Counsel Eric Blaine; Administration Executive Assistant Amy Albert and Human Resources Director Kim Barber.

At 11 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.

MOTION to authorize signing of agreement as discussed in the Executive Session. Motion seconded. No further discussion. Motion carried 3-0. There being no further business before the Court, the meeting was **adjourned at 11:09 a.m.**

Respectfully submitted,

Amy Albert

**CROOK COUNTY COURT MINUTES
OF AUGUST 23, 2022 WORK SESSION
Open Portion**

Be It Remembered that the Crook County Court met in a regularly scheduled Work Session on August 23, 2022, at 9:00 a.m. in the Administration Conference room located at 203 NE Court Street, Prineville, Oregon 97754.

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

Absentees: None

Others Present in Person or Via WebEx: Legal Counsel Eric Blaine; Administration Executive Assistant Amy Albert; Legal Assistant Lindsay Azevedo; Director Kim Barber and Road Master Bob O'Neal.

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 10:16 a.m.**

Respectfully submitted,

Amy Albert

**CROOK COUNTY COURT MINUTES
OF AUGUST 30, 2022 WORK SESSION
Open Portion**

Be It Remembered that the Crook County Court met in a regularly scheduled Work Session on August 30, 2022, at 9:00 a.m. in the Administration Conference room located at 203 NE Court Street, Prineville, Oregon 97754.

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

Absentees: None

Others Present in Person or Via WebEx: Legal Counsels Eric Blaine and John Eisler; Administration Executive Assistant Amy Albert; Legal Assistant Lindsay Azevedo; Director Kim Barber; Director Will VanVactor; Code Compliance Officer Louis Seals; Road Master Bob O'Neal and Clerk Cheryl Seely.

WORK SESSION

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

Public Comment: None

Agenda Item #1, Public Records Fee Reduction: County Counsel received a request for a fee reduction from Debbie Rodgers for cast vote records report. The records will benefit the public, Ms. Rodgers is collecting data for public view.

MOTION to approve Debbie Rodgers fee reduction request to \$40. Motion seconded. No further discussion. Motion carried 3-0.

Agenda Item #2, Fleet Vehicle Purchase: Community Development Director Will VanVactor requested the Court approve the order of three fleet vehicles. The vehicles were ordered by Kendal Ford, Friday, August 26th. The Court requested this matter be added to the September 7th agenda for approval.

At 9:10 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 and ORS 192.660(2)(e) For the purpose of conducting deliberations with persons designated by the governing body to negotiate real property transactions.

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.

MOTION to direct staff to proceed as discussed in the Executive Session. Motion seconded. No further discussion. Motion carried 3-0.

MOTION to direct staff to proceed as discussed in the Executive Session. Motion seconded. No further discussion. Motion carried 3-0.

MOTION to direct staff to proceed as discussed in the Executive Session. Motion seconded. No further discussion. Motion carried 3-0.

MOTION to schedule meeting and provide notice to effected party as discussed. Motion seconded. No further discussion. Motion carried 3-0.

There being no further business before the Court, the meeting was **adjourned at 10:13 a.m.**

Respectfully submitted,

Amy Albert

**CROOK COUNTY COURT MINUTES
OF AUGUST 17, 2022 REGULAR MEETING
Open Portion**

Be It Remembered that the Crook County Court met in a Regular Court meeting on August 17, 2022, at 9:00 a.m. in the County meeting room located at 320 NE Court Street, Prineville, Oregon 97754.

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

Absentees: None

Others Present in Person or Via WebEx: Legal Counsels Eric Blaine and John Eisler; Administration Executive Assistants Amy Albert; Legal Assistant Lindsay Azevedo; Road Master Bob O'Neal; Shop Superintendent James Staniford; Director Will VanVactor; Assessor Jon Soliz; Manager Jeff Merwin; Manager Brent Bybee; Accounting Manager Christina Haron; Budget Analyst Jamie Berger and members of the public.

REGULAR SESSION

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

Public Comment: Monty Kurtz was asked if the Finance Department was on track to provide quarterly updates.

MOTION to approve the Consent Agenda as presented with these changes, Order 2022-36 moved to discussion and substitute Amendment A in item 7. Motion seconded. No discussion. Motion carried 3-0.

Discussion item- Moved from Consent: Budget Analyst Jamie Berger presented the Court with Order 2022-36, Adopting Supplemental Budget for FY 2022-23. The supplemental budget appropriation for the COLA and FMLA increase.

Public Hearing: None

MOTION to approve Order 2022-36, Adopting Supplemental Budget for FY 2022-23. Motion seconded. No further discussion. Motion carried 3-0.

Discussion item #9: This is the second time Ordinance 332 has been brought before the Court.

MOTION to read by title only. Motion seconded. No further discussion. Motion carried 3-0.

Judge Crawford read Ordinance 332 by title only.

Public Hearing: Tory Kurtz and Nicole McAda from Clear Alliance attended today's meeting in share statistics regarding the effects the legalization of marijuana has had on youth. They shared information they have gathered about Measure 109, stating a doctor or therapist is not required to be present when a patient consumes psilocybin.

Public hearing closed.

MOTION to approve Ordinance 332, Referring to the Voters a Prohibition on Measure 109 Psilocybin Service Centers and Manufacturing for the November 2022 election. Motion seconded. No further discussion. Motion carried 3-0.

Discussion item #10: Road Master Bob O'Neal received seven bids for the Weigand Bridge project, the project will be funded through grants. The County has engaged Anderson Perry to prepare the technical specifications and contract documents. The proposal presenting the best value to the County was from Waldon and Sons, Inc.

MOTION to issue a notice of intent to award to Waldon and Sons for the Weigand Bridge construction contract, and to authorize Judge Crawford to sign on behalf of Crook County once the required documents have been provided. Motion seconded. No further discussion. Motion carried 3-0.

Discussion item #11: Landfill Manager Jeff Merwin has provided the Court with a summary for new and used vehicles to replace an existing vehicle. The GM 3500 presents the best value to the County. This purchase is in the budget.

MOTION to authorize purchase of GM3500 regular cab from Gary Gruner as presenting the best value to the County. Motion seconded. No further discussion. Motion carried 3-0.

MOTION to authorize Judge Crawford to sign the purchase order outside of Court. Motion seconded. No further discussion. Motion carried 3-0.

Public Comment: None

EXECUTIVE SESSION

None Scheduled

There being no further business before the Court, the meeting was **adjourned at 9:31 a.m.**

Respectfully submitted,

Amy Albert



PERSONNEL ACTION FORM

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

Crook County Counsel's Office

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• Phone: 541-416-3919

Physical: 301 NE 3rd St., Ste 200, Prineville, OR 97754

• Fax: 541-447-6705



MEMO

TO: Crook County Court

FROM: Eric Blaine, County Counsel

DATE: August 24, 2022

RE: Grant and sub-grant for work along Combs Flat Road
Our File No.: Ct. Contracts # 286 and 286(A)

Since at least April of this year, the City of Prineville has been working with the Oregon Department of Transportation on a grant agreement for nearly ten million dollars for roadwork along Combs Flat Road and Peters Road. The stated goal of the project is to extend each, to allow them to serve as alternative traffic routing options.

The grant document was very nearly executed, when earlier this month the State announced that it would not allocate the money to the City. Instead, the State took the position that it could only allocate these ARPA grant funds to the County. If the County thereafter executed a subgrant with the City, and passed along all of the grant's requirements upon the City as well, the State would not express any dissatisfaction.

Leaving aside the question of whether the State of Oregon is misreading or misstating the operative federal law, such an arrangement would be legal. It does create risks for the County, in that if the City should fail in any material regard, the County would be responsible to the State for that failure. Balanced against those risks is \$9.4 million dollars to a sister jurisdiction for roadwork to improve the wellbeing of local residents.

Attached to this cover letter are two documents. The first is grant agreement PO-73000-00006939, between the County and ODOT. It requires a number of annual, quarter, and one-time reports, and a number of subcontractor and subgrantee requirements that must be passed on. The grant funds must be obligated by December 31, 2024, and must spend the funds by December 31, 2026. If there are any unobligated or unexpended funds after those dates, they must be returned to ODOT.

The second is a sub-grant to the City of Prineville, which incorporates the granted sub-grantee requirements and requires the City's cooperation with those obligations that the County must endure under the original grant.

Please place this memo and the attached document(s) on the Wednesday, September 7, 2022 County Court Agenda as a CONSENT ITEM, for approval and signatures.

**CORONAVIRUS STATE FISCAL RECOVERY FUND
GRANT AGREEMENT**

Contract Number: PO-73000-00006939

This grant agreement (“Agreement”), dated as of the date the Agreement is fully executed, is between the State of Oregon, acting through its Oregon Department of Transportation (“ODOT” or “State”), and Crook County (“Recipient”). This Agreement becomes effective only when fully signed and approved as required by applicable law (“Effective Date”). Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire **April 30, 2027** (“Expiration Date”).

This Agreement includes Exhibit A - Contact Information, Use of Funds/Project Description and Reporting Requirements, Exhibit B - Insurance Requirements, Exhibit C - Federal Award Identification, Exhibit D – Recipient Requirements.

Pursuant to Oregon Laws 2022, chapter 110, section 405, ODOT is authorized to distribute grant funds from funds received by the State of Oregon under the federal American Rescue Plan Act Coronavirus State Fiscal Recovery Fund (codified as 42 U.S.C. 802) for the purpose of constructing the Combs Flat Road Extension project as more particularly described in Exhibit A (the “Project”).

SECTION 1 - KEY GRANT TERMS

The following capitalized terms have the meanings assigned below.

Act: The federal American Rescue Plan Act Coronavirus State Fiscal Recovery Fund (codified as 42 U.S.C. 802), including all implementing regulations (31 CFR 35.1 *et seq.*) and other guidance promulgated by the U.S. Department of the Treasury.

Grant Amount: \$9,400,000.

Expenditure Deadline: December 31, 2026.

Obligation Deadline: December 31, 2024.

SECTION 2 - FINANCIAL ASSISTANCE

- A. ODOT shall provide Recipient, and Recipient shall accept from ODOT, a grant (the “Grant”) in an aggregate amount not to exceed the Grant Amount.
- B. ODOT’s obligations are subject to the receipt of the following items, in form and substance satisfactory to ODOT and its Counsel:
- (1) This Agreement duly signed by an authorized officer of Recipient; and
 - (2) Such other certificates, documents, opinions and information as ODOT may reasonably require.
- C. Obligation Deadline. Pursuant to the Act, Recipient shall **obligate** Grant funds for Eligible Costs (as that term is defined in Section 4) no later than the Obligation Deadline. Funds are obligated on the date an order is placed for Project-related property or services, as well as the date Recipient contracts, subawards, or enters into similar transactions that require payment for Project activities. Grant funds may not be used for Project activities obligated after the Obligation Deadline, and any such activities are the sole responsibility of Recipient.

- D. Expenditure Deadline. Grant funds may not be expended for Project activities after the Expenditure Deadline. Project activities occurring after the Expenditure Deadline are the sole responsibility of Recipient.
- E. Return of Unobligated and Unexpended Grant Funds. Recipient must return to ODOT all Grant funds (i) not obligated by the Obligation Deadline (“Unobligated Funds”) and (ii) not expended by the Expenditure Deadline (even if such funds were obligated by the Obligation Deadline) (“Unexpended Funds”). Recipient must return all Unobligated Funds to ODOT no later than April 15, 2025, and must return all Unexpended Funds to ODOT no later than April 15, 2027.

SECTION 3 - DISBURSEMENT

- A. Full Disbursement. Upon execution of this Agreement and satisfaction of all conditions precedent, ODOT shall disburse the full Grant to Recipient.
- B. Conditions to Disbursements. ODOT has no obligation to disburse Grant funds unless:
- (1) ODOT has sufficient funds currently available for this Agreement; and
 - (2) ODOT has received appropriations, limitations, allotments or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to make payment, and notwithstanding anything in the Agreement, occurrence of such contingency does not constitute a default.

SECTION 4 - USE OF GRANT

As more particularly described in Exhibit A, Recipient will use Grant funds to construct the Project. Recipient may only use Grant funds to cover actual, reasonable and necessary Project costs in accordance with the Act and Oregon law, as applicable, incurred during the period beginning March 3, 2021, and ending on the Obligation Deadline (“Eligible Costs”). Recipient must expend the entire Grant Amount on Eligible Costs no later than the Expenditure Deadline. Grant funds cannot be used for costs in excess of one hundred percent (100%) of the total Project costs.

SECTION 5 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT

Recipient represents and warrants to ODOT as follows:

- A. Organization and Authority.
- (1) Recipient is a public body validly organized and existing under the laws of the State of Oregon.
 - (2) Recipient has all necessary right, power and authority under its organizational documents and applicable Oregon law to execute and deliver this Agreement and incur and perform its obligations under this Agreement.
 - (3) This Agreement has been authorized by an ordinance, order or resolution of Recipient’s governing body if required by its organizational documents or applicable law.
 - (4) This Agreement has been duly executed by Recipient, and when executed by ODOT, is legal, valid and binding, and enforceable in accordance with their terms.
- B. Compliance with the Act. Recipient will comply with the terms, conditions and requirements of the Act.

- C. Full Disclosure. Recipient has disclosed in writing to ODOT all facts that materially adversely affect the Grant, or the ability of Recipient to perform all obligations required by this Agreement. Recipient has made no false statements of fact, nor omitted information necessary to prevent any statements from being misleading. The information contained in this Agreement, including Exhibit A, is true and accurate in all respects.
- D. Pending Litigation. Recipient has disclosed in writing to ODOT all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Grant or the ability of Recipient to perform all obligations required by this Agreement.

SECTION 6 - COVENANTS OF RECIPIENT

Recipient covenants as follows:

- A. Notice of Adverse Change. Recipient shall promptly notify ODOT of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient related to the ability of Recipient to perform all obligations required by this Agreement.
- B. Compliance with Laws.
- (1) Recipient will comply with the requirements of all applicable federal, state and local laws, rules, regulations, and orders of any governmental authority, except to the extent an order of a governmental authority is contested in good faith and by proper proceedings.
 - (2) Recipient is responsible for all federal or state tax laws applicable to its implementation of the Project and its use of the Grant funds or compensation or payments paid with the Grant funds.
- C. Federal Audit Requirements. The Grant is federal financial assistance, and the associated Assistance Listings number is 21.027. Recipient is a subrecipient.
- (1) If Recipient receives federal funds in excess of \$750,000 in Recipient's fiscal year, it is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Recipient, if subject to this requirement, shall at its own expense submit to ODOT a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement and shall submit or cause to be submitted to ODOT the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.
 - (2) Audit costs for audits not required in accordance with 2 CFR part 200, subpart F are unallowable. If Recipient did not expend \$750,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the funds received under this Agreement.
 - (3) Recipient shall save, protect and hold harmless ODOT from the cost of any audits or special investigations performed by the Federal awarding agency or any federal agency with respect to the funds expended under this Agreement. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and the State of Oregon.
 - (4) Recipient is authorized to use the Grant funds to pay itself for those administrative costs that are eligible costs under the Act to implement the Project. Recipient's use of Grant funds for

administrative costs does not preclude the State of Oregon from later recovering costs from Recipient if the U.S. Department of the Treasury disallows certain costs after an audit.

- D. System for Award Management. Recipient must comply with applicable requirements regarding the federal System for Award Management (SAM), currently accessible at <https://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM.
- E. Employee Whistleblower Protection. Recipient must comply, and ensure the compliance by subcontractors or subrecipients, with 41 U.S.C. 4712, Program for Enhancement of Employee Whistleblower Protection. Recipient must inform subrecipients, contractors and employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.
- F. Compliance with 2 CFR Part 200. Recipient must comply with all applicable provision of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, including the Cost Principles and Single Audit Act requirements.
- G. Federal Employment. ODOT's payments to Recipient under this Grant will be paid by funds received from the United States Federal Government. Recipient, by signing this Agreement certifies neither it nor its employees, contractors, subcontractors or subrecipients who will administer this Agreement are currently employed by an agency or department of the federal government.
- H. Recipient Subagreements and Procurements.

Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, "subagreements") for performance of the Project. If Recipient enters into a contract for performance of work under this Agreement, Recipient agrees to comply with the following:

(1) Subagreements.

- i. All subagreements must be in writing, executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
- ii. Recipient shall require all of its contractors performing work under this Agreement to name ODOT as a third-party beneficiary of Recipient's subagreement with the Contractor and to name ODOT as an additional or "dual" obligee on contractors' payment and performance bonds.
- iii. Recipient shall provide ODOT with a copy of any signed subagreement, as well as any other purchasing or contracting documentation, upon ODOT's request at any time. This paragraph shall survive expiration or termination of this Agreement.
- iv. Recipient must report to ODOT any material breach of a term or condition of a subagreement within ten (10) days of Recipient discovering the breach.

(2) Subagreement Indemnity.

- i. ***Recipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save***

and hold harmless State of Oregon, the Oregon Transportation Commission and its members, and the Department of Transportation, their officers, agents and employees from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Recipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that ODOT shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of ODOT, be indemnified by the other party to Recipient's subagreement(s) from and against any and all Claims.

- ii. Any such indemnification shall also provide that neither Recipient's subrecipient(s), contractor(s) nor subcontractor(s), nor any attorney engaged by Recipient's subrecipient(s), contractor(s) nor subcontractor(s) shall defend any claim in the name of ODOT or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's subrecipient is prohibited from defending the State, or that Recipient's subrecipient is not adequately defending the State's interests, or that an important governmental principle is at issue or that it is in the best interests of the State to do so. The State reserves all rights to pursue claims it may have against Recipient's subrecipient if the State of Oregon elects to assume its own defense.

(3) Subagreement Insurance.

- i. If the Project or Project work is on or along a state highway, Recipient shall require its contractor(s) to meet the minimum insurance requirements provided in Exhibit B. Recipient may specify insurance requirements of its contractor(s) above the minimum insurance requirements specified in Exhibit B. Recipient shall verify its contractor(s) meet the insurance requirements in Exhibit B.
- ii. Recipient shall determine insurance requirements, insurance types and amounts, as deemed appropriate based on the risk of the work outlined within the subagreement. Recipient shall specify insurance requirements and require its contractor(s) to meet the insurance requirements. Recipient shall obtain proof of the required insurance coverages, as applicable, from any contractor providing services related to the subagreement.
- iii. Recipient shall require its contractor(s) to require and verify that all subcontractors carry insurance coverage that the contractor(s) deems appropriate based on the risks of the subcontracted work.

(4) Recipient shall include provisions in each of its subagreements requiring its contractor(s) to comply with the indemnification and insurance requirements in paragraphs H.(2) and H.(3).

(5) Procurements. Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code, Oregon Revised Statute (ORS) Chapters 279 A, B, and C, and rules, ensuring that:

- i. All applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement; and
- ii. All procurement transactions are conducted in a manner providing full and open competition.

(6) **Conflicts of Interest.** Recipient's public officials shall comply with Oregon's government ethics laws, ORS 244.010 *et seq.*, as those laws may be subsequently amended, if applicable.

I. **RESERVED.**

J. **Financial Records.** Recipient will cooperate with ODOT to provide all necessary financial information and records to comply with the Act's reporting requirements, as well as provide ODOT the reporting required in Exhibit A. Recipient will keep proper books of account and records on all activities associated with the Agreement, including, but not limited to, invoices, cancelled checks, payroll records, instruments, agreements and other supporting financial records documenting the use of the Grant. Recipient will maintain these books of account and records in accordance with generally accepted accounting principles and will retain these books of account and records until five years after the Expenditure Deadline or the date that all disputes, if any, arising under this Agreement have been resolved, whichever is later.

K. **Inspection.** Recipient shall permit ODOT, and any party designated by ODOT, the Oregon Secretary of State's Office, the federal government and their duly authorized representatives, at any reasonable time, to inspect and make copies of any accounts, books and records related to the administration of this Agreement. Recipient shall supply any Agreement-related information as ODOT may reasonably require.

L. **Notice of Event of Default.** Recipient shall give ODOT prompt written notice of any Event of Default, or any circumstance that with notice or the lapse of time, or both, may become an Event of Default, as soon as Recipient becomes aware of its existence or reasonably believes an Event of Default is likely.

M. **Contribution and Indemnification.**

(1) **Contribution.**

(i) If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third-Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third-Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third-Party Claim. Either party is entitled to participate in the defense of a Third-Party Claim, and to defend a Third-Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third-Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third-Party Claim.

(ii) With respect to a Third-Party Claim for which ODOT is jointly liable with Recipient (or would be if joined in the Third-Party Claim), ODOT 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 Recipient in such proportion as is appropriate to reflect the relative fault of ODOT on the one hand and of Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant

equitable considerations. The relative fault of ODOT on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. ODOT's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if ODOT had sole liability in the proceeding.

(iii) With respect to a Third-Party Claim for which Recipient is jointly liable with ODOT (or would be if joined in the Third-Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by ODOT in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of ODOT on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of ODOT 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. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

(2) Indemnification. Subject to any limitations imposed by State law and the Oregon Constitution, Recipient agrees to the following contract-related indemnification for all projects authorized under this Agreement: Where Recipient contracts for services or performs project management for a project, Recipient shall accept all responsibility, defend lawsuits, indemnify, and hold State harmless, for all contract-related claims and suits. This includes, but is not limited to, all contract claims or suits brought by any contractor, whether arising out of the contractor's work, Recipient's supervision of any individual project or contract, or Recipient's failure to comply with the terms of this Agreement.

(3) Recipient shall meet the insurance requirements within Exhibit B.

N. Representations and Covenants Regarding Prevailing Wage.

(1) The prevailing wage rate requirements that may apply to the Project are set forth in ORS 279C.800 through 279C.870, the administrative rules promulgated thereunder (OAR Chapter 839, Division 25) and Oregon Laws 2021, chapter 678, section 17 (collectively, state "PWR"), or, if applicable, 40 U.S.C. 3141 et seq. (federal "Davis-Bacon Act"). If applicable, Recipient shall:

- a) comply with PWR, require its contractors and subcontractors to pay the applicable PWR or Davis-Bacon Act rates, and comply with all other Oregon Bureau of Labor and Industries ("BOLI") requirements pursuant to the PWR, including on all contracts and subcontracts and in filing separate public works bonds with the Construction Contractors Board;
- b) pay to BOLI, within the required timeframe and in the appropriate amount, the project fee required by OAR 839-025-0200 to 839-025-0230, including any additional fee that may be owed upon completion of the Project; and
- c) unless exempt under Section 17(2) of Oregon Laws 2021, chapter 678, if Recipient is a "public body" and the Project is a "qualified project," as those terms are defined in

Section 17(3) of Oregon Laws 2021, chapter 678, Recipient shall require each contractor in a contract with an estimated cost of \$200,000 or greater to:

- i. Enter into a project labor agreement that, at a minimum, provides for payment of wages at or above the prevailing rate of wage;
 - ii. Employ apprentices to perform 15 percent of the work hours that workers in apprenticeable occupations perform under the contract, in a manner consistent with the apprentices' respective apprenticeship training programs;
 - iii. Establish and execute a plan for outreach, recruitment and retention of women, minority individuals and veterans to perform work under the contract, with the aspirational target of having at least 15 percent of total work hours performed by individuals in one or more of those groups; and
 - iv. Require any subcontractor engaged by the contractor to abide by the requirements set forth in subparagraphs i., ii. and iii. above, if the work to be performed under the subcontract has an estimated cost of \$200,000 or greater.
- (2) Recipient represents and warrants that it is not on the BOLI current List of Contractors Ineligible to Receive Public Works Contracts and that it will not contract with any contractor on this list.
- (3) Pursuant to ORS 279C.817, Recipient may request that the Commissioner of BOLI make a determination about whether the Project is a public works project on which payment of the prevailing rate of wage is required under ORS 279C.840.

O. All employers, including Recipient, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subcontractors complies with these requirements.

SECTION 7 - DEFAULT

- A. **Recipient Default.** Any of the following constitutes an "Event of Default" of Recipient:
- (1) **Misleading Statement.** Any materially false or misleading representation is made by or on behalf of Recipient, in this Agreement or in any document provided by Recipient related to this Grant.
 - (2) **Failure to Perform.** Recipient fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement, other than those referred to in subsection (1) of this section, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by ODOT. ODOT may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.
- B. **ODOT Default.** ODOT will be in default under this Agreement if it fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement.

SECTION 8 - REMEDIES

- A. ODOT Remedies. Upon the occurrence of an Event of Default, ODOT may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of ODOT's obligations to make the Grant or further disbursements, return of all or a portion of the Grant Amount, payment of interest earned on the Grant Amount, and declaration of ineligibility for the receipt of future awards from ODOT. If, as a result of an Event of Default, ODOT demands return of all or a portion of the Grant Amount or payment of interest earned on the Grant Amount, Recipient shall pay the amount upon ODOT's demand. ODOT may also recover all or a portion of any amount due from Recipient by deducting that amount from any payment due to Recipient from the State of Oregon under any other contract or agreement, present or future, unless prohibited by state or federal law. ODOT reserves the right to turn over any unpaid debt under this Section 8 to the Oregon Department of Revenue or a collection agency and may publicly report any delinquency or default. These remedies are cumulative and not exclusive of any other remedies provided by law.
- B. Recipient Remedies. In the event of default by ODOT, Recipient's sole remedy will be for disbursement of Grant funds for Eligible Costs of the Project, not to exceed the total Grant Amount, less any claims ODOT has against Recipient.

SECTION 9 - TERMINATION

In addition to terminating this Agreement upon an Event of Default as provided in Section 8, ODOT may terminate this Agreement with notice to Recipient under any of the following circumstances:

- A. If ODOT anticipates a shortfall in applicable revenues or ODOT fails to receive sufficient funding, appropriations or other expenditure authorizations to allow ODOT, in its reasonable discretion, to make payment under this Agreement.
- B. There is a change in federal or state laws, rules, regulations or guidelines so that the uses of the Grant are no longer eligible for funding.

This Agreement may be terminated at any time by mutual written consent of the parties.

SECTION 10 - MISCELLANEOUS

- A. No Implied Waiver. No failure or delay on the part of ODOT to exercise any right, power, or privilege under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.
- B. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

- C. Notices and Communication. Except as otherwise expressly provided in this Agreement, any communication between the parties or notices required or permitted must be given in writing by personal delivery, email, or by mailing the same, postage prepaid, to Recipient or ODOT at the addresses listed in Exhibit A, or to such other persons or addresses that either party may subsequently indicate pursuant to this Section.
- Any communication or notice by personal delivery will be deemed effective when actually delivered to the addressee. Any communication or notice so addressed and mailed will be deemed to be received and effective five (5) days after mailing. Any communication or notice given by email becomes effective 1) upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system or 2) the recipient's confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.
- D. Amendments. This Agreement may not be altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties.
- E. Severability. If any provision of this Agreement will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision.
- F. Successors and Assigns. This Agreement will be binding upon and inure to the benefit of ODOT, Recipient, and their respective successors and assigns, except that Recipient may not assign or transfer its rights, obligations or any interest without the prior written consent of ODOT.
- G. Counterparts. This Agreement may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.
- H. Integration. This Agreement (including all exhibits, schedules or attachments) constitutes the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Agreement.
- I. No Third-Party Beneficiaries. ODOT and Recipient are the only parties to this Agreement and are the only parties entitled to enforce the terms of this Agreement. Nothing in this Agreement gives or provides, or is intended to give or provide, to third persons any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- J. Survival. The following provisions, including this one, survive expiration or termination of this Agreement: Sections 2.E, 6 (excepting 6.H, Recipient Subagreements and Procurements), 7, 8, 10.B, 10.C, 10.L and 10.M.
- K. Time is of the Essence. Recipient agrees that time is of the essence under this Agreement.

- L. Attorney Fees. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Agreement will be entitled to recover from the other its reasonable attorney fees and costs and expenses at trial, in a bankruptcy, receivership or similar proceeding, and on appeal. Reasonable attorney fees shall not exceed the rate charged to ODOT by its attorneys.
- M. Public Records. ODOT's obligations under this Agreement are subject to the Oregon Public Records Laws.

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



STATE OF OREGON
 acting by and through its
 Department of Transportation

CROOK COUNTY

By: _____
 Jeff Flowers
 Statewide Investments Management
 Section Manager

By: _____
 Seth Crawford
 Crook County Judge

Date: _____

Date: _____

APPROVAL RECOMMENDED

By _____
 State Traffic Roadway Engineer

Date _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

Sam Zeigler via email dated 8/22/22

 Samuel B. Zeigler, Senior Assistant Attorney General

EXHIBIT A
CONTACT INFORMATION, USE OF FUNDS/ PROJECT DESCRIPTION AND REPORTING REQUIREMENTS

Contact Information:**ODOT**

State of Oregon, acting by and through its
 Department of Transportation
 555 13th Street, NE
 Salem, OR 97301

Contract Administrator: Cecelia Gilbert

Telephone: 503-986-3528

Email: cecelia.gilbert@odot.oregon.gov

Recipient

Crook County

Prineville, OR

Contact: Crook County Counsel's Office

Telephone: 541-419-3919

Email:

Use of Funds/ Project Description:

The project will extend NE Combs Flat Road north to NE Peters Road which will act as a bypass route to address capacity, access, and safety issues facing the City of Prineville. This will provide alternative traffic routing to the new Barnes Butte Elementary School and St. Charles hospital while helping to relieve traffic congestion at key intersections, thereby improving public safety for pedestrians, bikes, and vehicles. It will also connect bike and walking paths, creating safer routes to schools.

Reporting Requirements: All reports must be submitted to the contact person above and tami.weil@odot.oregon.gov.

Schedule

Report Name	Frequency	Due Dates
Project Performance Plan	One-Time	45 days after the Effective Date
Quarterly Report	Quarterly starting in 2022 through the Expiration Date	April 10 th , July 10 th , October 10 th , January 10 th
Annual Report	Annually starting in 2022 through the Expiration Date	July 10 th

Project Performance Plan

Recipient shall submit to ODOT, using a template and instructions provided by ODOT, the following information in the Project Performance Plan:

1. Problem Statement
2. Goal
3. Rationales
4. Assumptions
5. Resources
6. Activities
7. Outputs
8. Short-Term Outcomes
9. Intermediate Outcomes
10. Long-Term Outcomes

Quarterly Reports

Recipient shall submit Quarterly Reports to ODOT which shall include such information as is necessary for ODOT to comply with the reporting requirements established by 42 U.S.C. 802, guidance issued by the U.S. Treasury, and 2 CFR Part 200 (known as the “Super Circular”). The reports shall be submitted using a template provided by ODOT that also includes the following minimum information:

1. Expenditure Report
 - a) Quarterly Obligation Amount
 - b) Quarterly Expenditure Amount
 - c) Projects
 - d) Primary Location of Project Performance
 - e) Detailed Expenditures (categories to be provided by ODOT)
2. Project Status Update
 - a) Status of project: not started, completed less than 50 percent, completed 50 percent or more, completed.
 - b) Progress since last update including project outputs and achieved outcomes.
 - c) Identify barriers/risks to outcomes and describe actions taken to mitigate delays/risks to the overall project goal.
 - d) Optional: Share with ODOT community outreach/engagement or other positive local news stories.

Annual Reports

Recipient shall submit to ODOT a report annually on the following, as applicable, using a template provided by ODOT:

1. How the Project is Promoting Equitable Outcomes, if applicable
2. How the Project is Engaging with the Community, if applicable

Administrative Costs

Recipient shall also deliver to ODOT no later than April 15, 2025, an accounting of all of its direct administrative costs paid by this Grant accompanied by a certification statement that all such costs comply with the Act. Grant funds may not be used to pay for administrative costs incurred after the Obligation Deadline.

EXHIBIT B – INSURANCE REQUIREMENTS

1. GENERAL.

- a. If the Project is on or along a state highway, Recipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003 (if any) that its sub-recipients, contractors or subcontractors (“contractor”): i) obtain insurance specified in this Exhibit under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, “TAIL” COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences, and ii) maintain the insurance in full force throughout the duration of the subagreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to the Recipient. Recipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Recipient permit work under a subagreement when Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, “first tier” means a subagreement in which the Recipient is a Party. All references to “contractor” in this Exhibit refer to Recipient’s contractor as identified in this paragraph 1.a.
- b. The insurance specified below is a minimum requirement that the Recipient shall require each of its contractors to meet, and shall include such requirement in each of Recipient’s subagreements with its contractors. Recipient may determine insurance types and amounts in excess of the minimum requirement as deemed appropriate based on the risks of the work outlined within the subagreement.
- c. Recipient shall require each of its contractors to require that all of its subcontractors carry insurance coverage that the contractor deems appropriate based on the risks of the subcontracted work. Recipient’s contractors shall obtain proof of the required insurance coverages, as applicable, from any subcontractor providing Services related to the Contract.

2. TYPES AND AMOUNTS.**a. WORKERS COMPENSATION.**

All employers, including Recipient’s contractors, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide **Workers' Compensation Insurance** coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employer’s Liability Insurance with limits not less than \$500,000 each accident. **Recipient’s contractors shall require compliance with these requirements in each of their subcontractor contracts.**

b. COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury and property damage and shall include personal and advertising injury liability, products and completed operations, and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the Recipient's contractors shall provide the Contractual Liability – Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy. Amounts below are a minimum requirement as determined by ODOT:

Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 \$2,000,000 \$5,000,000 per occurrence.

Annual aggregate limit shall not be less than \$2,000,000 \$4,000,000 \$10,000,000.

c. AUTOMOBILE LIABILITY.

Automobile Liability Insurance covering Recipient's contractor's business-related automobile use covering all owned, non-owned, or hired vehicles for bodily injury and property. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Amount below is a minimum requirement as determined by ODOT:

Coverage shall be written with a combined single limit of not less than \$1,000,000 \$2,000,000 \$5,000,000.

d. ADDITIONAL INSURED.

The Commercial General Liability Insurance and Automobile Liability Insurance must include the **“State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees”** as an **endorsed** Additional Insured but only with respect to the contractor's activities to be performed under the Subcontract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations. Additional Insured Endorsements shall be submitted with the Certificate(s) of Insurance and must be acceptable to the Recipient.

e. “TAIL” COVERAGE.

If any of the required insurance policies is on a “claims made” basis, such as professional liability insurance or pollution liability insurance, the contractor shall maintain either “tail” coverage or continuous “claims made” liability coverage, provided the effective date of the continuous “claims made” coverage is on or before the effective date of the Subcontract, for a minimum of twenty-four (24) months following the later of : (i) the contractor's completion and Recipient's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing twenty-four (24) month requirement, if the contractor elects to maintain “tail” coverage and if the maximum time period “tail” coverage reasonably available in the marketplace is less than the twenty-four (24) month

period described above, then the contractor may request and ODOT may grant approval of the maximum “tail “ coverage period reasonably available in the marketplace. If ODOT approval is granted, the contractor shall maintain “tail” coverage for the maximum time period that “tail” coverage is reasonably available in the marketplace.

f. NOTICE OF CANCELLATION OR CHANGE.

The contractor or its insurer must provide thirty (30) days’ written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

g. CERTIFICATE(S) OF INSURANCE.

Recipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must endorse: i) **“State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees”** as an endorsed Additional Insured in regards to the Commercial General Liability and Automobile Liability policies and ii) that all liability insurance coverages shall be primary and non-contributory with any other insurance and self-insurance, with exception of Workers’ Compensation.

The Recipient shall immediately notify ODOT of any change in insurance coverage.

EXHIBIT C
FEDERAL AWARD IDENTIFICATION
(REQUIRED BY 2 CFR 200.332(A)(1))

(i) Subrecipient* Name: <i>(must match name associated with UEI)</i>	Crook County
(ii) Subrecipient's Unique Entity Identifier (UEI):	055495964 (DUNS)
(iii) Federal Award Identification Number (FAIN):	N/A
(iv) Federal award date: <i>(date of award to DAS by federal agency)</i>	
(v) Grant period of performance start and end dates:	Start: March 3, 2021 End: December 31, 2026
(vi) Grant budget period start and end dates:	Start: March 3, 2021 End: December 31, 2026
(vii) Amount of federal funds obligated by this Grant:	\$9,400,000
(viii) Total amount of federal funds obligated to Subrecipient by pass-through entity, including this Grant:	\$9,400,000
(ix) Total amount of the federal award committed to Subrecipient by pass-through entity**: <i>(amount of federal funds from this FAIN committed to Recipient)</i>	\$9,400,000
(x) Federal award project description:	Coronavirus State Fiscal Recovery Fund
(xi) a. Federal awarding agency:	U.S. Department of the Treasury
b. Name of pass-through entity:	Oregon Department of Transportation
c. Contact information for awarding official of pass-through entity:	Cece Gilbert, Cecelia.GILBERT@odot.oregon.gov
(xii) Assistance listings number and title:	Number: 21.027 Title: Coronavirus State and Local Fiscal Recovery Funds
(xiii) Is award research and development?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
(xiv) Indirect cost:	
a. Indirect Cost Allocation Plan (ICAP)	<input type="checkbox"/>
b. Is the 10% de minimis rate being used per 2 CFR § 200.414?	<input checked="" type="checkbox"/>
c. None	<input type="checkbox"/>

* For the purposes of this Exhibit C, "Subrecipient" refers to Recipient and "pass-through entity" refers to ODOT.

** The total amount of federal funds obligated to the Subrecipient by the pass-through entity is the total amount of federal funds obligated to the Subrecipient by the pass-through entity during the current state fiscal year.

EXHIBIT D RECIPIENT REQUIREMENTS

1. Americans with Disabilities Act Compliance

- a. State Highway:** For portions of the Project located on or along the State Highway System or a State-owned facility (“state highway”):
- i. Recipient shall utilize ODOT standards to assess and ensure Project compliance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, “ADA”), including ensuring that all sidewalks, curb ramps, pedestrian-activated signals meet current ODOT Highway Design Manual standards;
 - ii. Recipient shall follow ODOT’s processes for design, construction, or alteration of sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current ODOT Curb Ramp Inspection form;
 - iii. At Project completion, Recipient shall send a completed ODOT Curb Ramp Inspection Form 734-5020 to the address on the form and to State’s Project Manager for each curb ramp constructed or altered as part of the Project. The completed form is the documentation required to show that each curb ramp meets ODOT standards and is ADA compliant. ODOT’s fillable Curb Ramp Inspection Form and instructions are available at the following address:

<https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>
 - iv. Recipient shall promptly notify ODOT of Project completion and allow ODOT to inspect Project sidewalks, curb ramps, and pedestrian-activated signals located on or along a state highway prior to acceptance of Project by Recipient and prior to release of any Recipient contractor.
 - v. Recipient shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs, comply with ODOT standards, and include accessibility features equal to or better than the features present in the existing pedestrian facility. Recipient shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, disability organizations, and ODOT at least 10 days prior to the start of construction.
- b. Local Roads:** For portions of the Project located on Recipient roads or facilities that are not on or along a state highway:
- i. Recipient shall ensure that the Project, including all sidewalks, curb ramps, and pedestrian-activated signals, is designed, constructed and maintained in compliance with the ADA.
 - ii. Recipient may follow its own processes or may use ODOT’s processes for design, construction, or alteration of Project sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard

Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current Curb Ramp Inspection form, available at:

<https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>;

Additional ODOT resources are available at the above-identified link. ODOT has made its forms, processes, and resources available for Recipient's use and convenience.

- iii. Recipient assumes sole responsibility for ensuring that the Project complies with the ADA, including when Recipient uses ODOT forms and processes. Recipient acknowledges and agrees that ODOT is under no obligation to review or approve Project plans or inspect the completed Project to confirm ADA compliance.
 - iv. Recipient shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs and include accessibility features equal to or better than the features present in the existing pedestrian route. Recipient shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, and disability organizations prior to the start of construction.
- c. Recipient shall ensure that any portions of the Project under Recipient's maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of the Project. This includes, but is not limited to, Recipient ensuring that:
- i. Pedestrian access is maintained as required by the ADA,
 - ii. Any complaints received by Recipient identifying sidewalk, curb ramp, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,
 - iii. Recipient, or abutting property owner, pursuant to local code provisions, performs any repair or removal of obstructions needed to maintain the Project in compliance with the ADA requirements that were in effect at the time the Project was constructed or altered,
 - iv. Any future alteration work on Project or Project features during the useful life of the Project complies with the ADA requirements in effect at the time the future alteration work is performed, and
 - v. Applicable permitting and regulatory actions are consistent with ADA requirements.
 - vi. Maintenance obligations in this Section 5 shall survive termination of this Agreement.
2. If the Project includes traffic signal or illumination improvements on or along a state highway, Recipient shall:
- a. Obtain the approval of the State Traffic Engineer prior to the design and construction of any traffic signal or illumination, pursuant to Oregon Administrative Rule (OAR) 734-020-0430,
 - b. Enter into a separate traffic signal agreement with State to cover obligations for any traffic signal or illumination being installed on or along a state highway,

- c. Ensure Recipient, or its contractor's, electrical inspectors possess a current State Certified Traffic Signal Inspector certificate, in order to inspect electrical installations on State highways. The State District Permitting Office shall verify compliance with this requirement prior to construction. The permit fee should also cover the State electrician's supplemental inspection,
 - d. Maintain, at the Recipient's expense, the pavement surrounding any vehicle detector loops installed in the Recipient street in such a manner as to provide adequate protection for said detector loops. Failure to do so may result in State requiring Recipient to repair or replace the damaged loops at Recipient expense. Future Recipient roadwork activities involving detector loops may also result in the same State requirements. Recipient shall also adequately maintain the pavement markings and signing installed in accordance with the approved signal plan sheets for the signal installation or current Manual on Uniform Traffic Control Devices standards,
 - e. Promptly report modifications to State's Region Traffic Engineer where Recipient has an agreement with State to modify signal timing and the Recipient modifies timing to add railroad or emergency vehicle preemption, bus priority, or other changes that affect vehicle or pedestrian clearances, or operation of the state highway. Any such timing modification shall comply with the ADA and Exhibit D – Recipient Requirements, paragraph 1; and
 - f. Ensure that all Project work and maintenance activities involving pedestrian-activated signals comply with the ADA and Exhibit D – Recipient Requirements, paragraph 1.
3. Recipient shall obtain a permit to occupy State right of way through the ODOT District Permitting Office prior to the commencement of construction.
 4. Recipient shall, at its own expense, maintain and operate the Project upon completion and throughout the useful life of the Project at a minimum level that is consistent with normal depreciation or service demand or both. The Parties agree that the useful life of the Project is defined as seven (7) years from its completion date (the "Project Useful Life").
 5. Recipient shall maintain insurance policies with responsible insurers or self-insurance programs, insuring against liability and risk of direct physical loss, damage or destruction of the Project, at least to the extent that similar insurance is customarily carried by governmental units constructing, operating and maintaining similar facilities. If the Project or any portion is destroyed, insurance proceeds will be paid to ODOT, unless Recipient has informed ODOT in writing that the insurance proceeds will be used to rebuild the Project.
- 6. Work Performed within ODOT's Right of Way**
- a. Prior to the commencement of work, Recipient shall obtain, or require its contractor to obtain, permission from the appropriate ODOT District Office to work on or along the state highway. This Agreement does not provide permission to work on or along the state highway.
 - b. If the Project includes traffic control devices (see ODOT's Traffic Manual, Chapter 5, for a description of traffic control devices) on or along a state highway, Recipient shall, pursuant to Oregon Administrative Rule (OAR) 734-020-0430, obtain the approval of the State Traffic Engineer prior to design or construction of any traffic control device being installed.

- c. Recipient shall enter into a separate traffic signal agreement with ODOT to cover obligations for any traffic signal being installed on a state highway.
- d. Recipient shall ensure that its electrical inspectors possess a current State Certified Traffic Signal Inspector certificate before the inspectors inspect electrical installations on state highways. The ODOT's District Office shall verify compliance with this requirement before construction. The permit fee should also cover the State electrician's supplemental inspection.

7. General Standards

The Project shall be completed within industry standards and best practices to ensure that the functionality and serviceability of the Program's investment meets the intent of the application and the Program.

8. Website

Recipient shall provide ODOT a link to any website created about the Project identified in Exhibit A before any costs being considered eligible for reimbursement. Recipient shall notify the ODOT Contact in writing when the link changes during the term of this Grant Agreement.

SUB-GRANT AGREEMENT
for
Coronavirus State Fiscal Recovery Fund

Grant Agreement No. PO-73000-00006939
(Combs Flat Road)

This Sub-Grant Agreement (hereinafter “Sub-Grant”) is made by and between Crook County, a political subdivision of the State of Oregon (hereinafter “the County,”) and the City of Prineville, an Oregon municipal corporation (hereinafter “the City.”) County and City may be collectively referred to as the Parties, or individually as a Party.

RECITALS

- A. WHEREAS, since at least April, 2022, the City has been working with the Oregon Department of Transportation on a grant of funds for improvements to Combs Flat Road in Prineville; and
- B. WHEREAS, on August 11, 2022, the Oregon Department of Transportation announced that it will not grant the funds to the City of Prineville directly, but would only consider a grant to an Oregon county. ODOT stated that it would not object if the recipient county thereafter entered into a subgrant with the City, so long as all of the grant requirements were passed along as well; and
- C. WHEREAS, without either Party expressing any opinion on the veracity of the State of Oregon’s opinion on how it may legally allocate grant funds, County is willing to accept the grant funds and sub-grant those funds to the City, and City is willing to accept the grant funds and grant requirements, on the terms described herein.

AGREEMENT

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

1. **Incorporation of Recitals**: The above Recitals are incorporated into and made a part hereof, as terms of contract and not mere recitals.
2. **Effective Date**: This Sub-Grant becomes effective upon the occurrence of all of the following:
 - a. The execution of Grant Agreement No. PO-73000-00006939 between the County and the State of Oregon;
 - b. The execution of this Sub-Grant by the Parties; and
 - c. The payment by the State of Oregon to the County, in accordance with Section 3 “Disbursements” of Grant Agreement No. PO-73000-00006939.

3. **Duration and Deadlines:**
- a. Unless terminated sooner according to its terms, this Sub-Grant will continue in full force and effect until April 30, 2027.
 - b. Notwithstanding the foregoing, all expenditures of grant funds must be obligated by City no later than December 31, 2024 (the “Obligation Deadline”); and all expenditures under this Sub-Grant must be completed no later than December 31, 2026 (the “Expenditure Deadline”), in accordance with the provisions of the Grant Agreement.
 - c. If there are any unobligated funds after December 31, 2024, City will remit those funds to County no later than March 15, 2025.
 - d. If there are any unexpended funds after December 31, 2026, City will remit those funds to County no later than March 15, 2027.
4. **Incorporation of Required Terms:** The City agrees to adhere to the requirements of Grant Agreement No. PO-73000-00006939 as if an original party thereof, and to conform to its restrictions and obligations. Without limiting the foregoing, the City agrees to the following:
- a. The City will only use the grant funds to cover actual, reasonable and necessary project costs in accordance with applicable law, incurred within the timelines described in Section 4 of the Grant Agreement.
 - b. The City will provide such financial records as the County or the State of Oregon, or their agents and representatives, may request, including reasonable opportunities to inspect and made copies of such.
 - c. The City will notify the County and State of Oregon any adverse change in the activities, prospects or condition (financial or otherwise) of the City related to the ability of the City to perform all obligations required by this Sub-Grant.
 - d. If the City engages in any public contracting, City will comply with the requirements of ORS Chapters 279A, 279B, and 279C as they may be applicable. Without limiting the foregoing, as between County and City, City will be responsible for complying with any prevailing wage requirements as may be triggered by City’s engagement with contractors.
 - e. City will comply with all applicable Oregon government ethics laws (ORS 244.010 *et seq.*) as those laws may be subsequently amended.
5. **Distribution of Funds:** Subject to the limitations of Section 3 of the Grant Agreement, within ten (10) business days of the County’s receipt of funds from the State of Oregon under the Grant Agreement, the County will remit to the City 100% of the funds it received. If the State of Oregon disburses to County less than \$9,400,000.00 (the sum described in Section 1 of the Grant Agreement), County will notify City as soon as is reasonably possible.

6. Use of Funds:

- a. The City will use such funds as may be provided under this Sub-Grant only in accordance with applicable law, including but not limited to Oregon prevailing wage laws, the American Rescue Plan Act (42 USC § 802 et seq.), the state and federal administrative rules adopted thereunder, and the employee whistleblower protection statute (41 USC § 4712).
- b. The City will use the funds as may be provided under this Sub-Grant for the following activities:

“The project will extend NE Combs Flat Road north to NE Peters Road which will act as a bypass route to address capacity, access, and safety issues facing the City of Prineville. This will provide alternative traffic routing to the new Barnes Butte Elementary School and St. Charles hospital while helping to relieve traffic congestion at key intersections, thereby improving public safety for pedestrians, bikes, and vehicles. It will also connect bike and walking paths, creating safer routes to school.”

- c. The City will track its administrative costs incurred pursuant to this Sub-Grant and the work thereunder, and will cooperate with the County in compiling such information for transmission to the State of Oregon on the schedule described in Exhibit A of the Grant Agreement, including but not limited to the information as the State of Oregon requires on their report forms.

7. Cooperation in Reporting Requirements: The Parties will cooperate with each other in the drafting and transmission of a Project Performance Plan, Quarterly Reports, and Annual Reports, in accordance with the requirements of Grant Agreement No. PO-73000-00006939.

8. Required Insurance and Indemnity: The City will require all first-tier subcontractors as it may engage to obtain the insurance described in Exhibit B of Grant Agreement No. PO-73000-00006939 and maintain such insurance in full force and effect for the duration of this Sub-Grant. This includes but is not limited to the requirements regarding naming the State of Oregon an additional insured, and waiver of subrogation, as described therein.

9. Termination: This Sub-Grant may be terminated by any of the following:

- a. If Grant Agreement No. PO-73000-00006939 is terminated by any party thereto, this Sub-Grant may be immediately terminated upon receipt of a written termination notice to the City. Such notice will specify the reason for the immediate termination. Upon receipt of the written notice, the City will immediately cease all activities to be paid for through use of the funds provided by this Sub-Grant.

- b. **For Cause:** With reasonable cause, either Party may terminate this Sub-Grant after giving the other Party ten (10) days' prior written notice of termination for cause. Reasonable cause shall include material violation of this Sub-Grant or any act exposing the other Party to liability to others.
- c. **Change in Operative Law:** In the event that any applicable law should be changed, whether through legislation, adoption of administrative rules, or judgment of a court of competent jurisdiction, the effect of which change is that the provisions of this Sub-Grant can no longer be applied as the Parties have agreed, then the Parties will meet to discuss, in good faith, whether and how this Sub-Grant may be amended to conform to such changes in the law. If, after reasonable efforts under the circumstances, the Parties are unable to come to terms, either Party may terminate this Sub-Grant after giving the other Party ten (10) days' prior written notice of termination; provided, however, that if applicable law requires it, a shorter period of written notice may be provided instead.
- d. No termination or expiration of this Sub-Grant will prejudice any right which accrued prior to such termination or expiration.

10. **Submittal of W-9 Before Payment:** The City must provide County with a fully completed W-9 form upon execution of the Sub-Grant and prior to beginning services. The City will not be paid until a fully completed W-9 form is submitted.

11. **Entire Agreement:** This Sub-Grant 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.

12. **Amendments:** The terms of this Sub-Grant shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, without prior written approval of County. No modification of this Sub-Grant shall bind either party unless reduced to writing and subscribed by both parties, or ordered by a court of competent jurisdiction.

13. **Successors in Interest:** The provisions of this Sub-Grant shall be binding upon and shall inure to the benefit of the Parties to this Sub-Grant and their respective successors and assigns.

14. **No Authority to Bind the Other Party:** Neither Party has authority to enter into contracts on behalf of the other Party. This Sub-Grant does not create a partnership between the Parties.

15. **Notices:** Any notice given in connection with this Agreement must be in writing and be delivered either by hand to the party or by certified mail, return receipt requested, to the party at the party's address as stated below:

For the County:
 Crook County
 Attn: County Counsel's Office
 300 NE 3rd Street
 Prineville, OR 97754

For the City:
 City of Prineville
 Attn: City Manager
 387 NE Third Street
 Prineville

16. **Governing Law and Venue:** Any dispute under this Sub-Grant will be governed by Oregon law with venue being located in Crook County, Oregon; provided, however, that if the State of Oregon is or becomes a party to such dispute(s), the venue will be as described in Section 10(b) of Grant Agreement No. PO-73000-00006939.
17. **Severability:** If any provision of this Sub-Grant is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the Parties shall be construed and enforced as if the Sub-Grant did not contain the particular provision held to be invalid.
18. **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 Sub-Grant, each Party shall bear its own attorney fees, expenses, costs, and disbursements for said action, lawsuit, proceeding, or appeal.
19. **Waiver:** The failure of either party at any time or from time to time to enforce any of the terms of this Sub-Grant shall not be construed to be a waiver of such term or of such party's right to thereafter enforce each and every provision of the Sub-Grant.
20. **Indemnification and Hold-Harmless:**
- a. To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, the City shall defend, save, hold harmless, and indemnify the County and its officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature resulting from or arising out of, or relating to the activities of the City or its officers, employees, contractors, or agents under this Sub-Grant.
 - b. To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, the County shall defend, save, hold harmless, and indemnify the City and its officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature resulting from or arising out of, or relating to the activities of the County or its officers, employees, contractors, or agents under this Sub-Grant.
 - c. Neither party shall be liable to the other for any incidental or consequential damages arising out of or related to this Sub-Grant. Neither Party shall be liable for any damages of any sort arising solely from the termination of this Sub-Grant or any part hereof in accordance with its terms.

21. In accordance with the requirement of the Grant Agreement, Section 6(H)(1)(ii), the Oregon Department of Transportation is named as a third-party beneficiary of this Sub-Grant, and is named an additional or “dual” obligee on any payment or performance bonds received by either Party of this Sub-Grant from contractors engaged in furtherance hereof.

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

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective the date first set forth above.

For City of Prineville

For Crook County

*

CROOK COUNTY COURT

By: _____

Seth Crawford, County Judge

Date: _____

Rodney J. Beebe

Title: Mayor

Jerry Brummer, County Commissioner

Date: _____

Date: _____

Brian Barney, County Commissioner

Date: _____

AMENDMENT 8

To School Based Health Center Contract for Services

This Amendment 8 is entered into by Crook County School District (hereinafter "CCSD"), and Crook County, a political subdivision of the State of Oregon (hereinafter "County"). Together, CCSD and County may be referred to as "the Parties."

RECITALS

WHEREAS, CCSD and County are parties to that certain Contract for Services, dated July 1, 2013, whereby County provides administration and oversight for services related to the School Based Health Center (hereinafter "SBHC") located in Prineville, Oregon, and CCSD provides a health center coordinator for the SBHC; and

WHEREAS, that Contract for Services has been previously amended on May 7, 2014 (Amendment 1), May 11, 2015 (Amendment 2), May 5, 2016 (Amendment 3), and May 17, 2017 (Amendment 4), June 5, 2020 (Amendment 5); July 15, 2020 (Amendment 6); and June 16, 2021 (Amendment 7).

WHEREAS, the Parties wish to continue the terms of the Contract for Services as modified by this Amendment 8.

AGREEMENT

NOW, THEREFORE, in exchange for the mutual covenants contained herein, the Parties agree as follows:

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

Section Two: The duration of the Contract for Services is extended to June 30, 2023, unless sooner terminated according to its terms.

Section Three: Except as amended by this Amendment 8, all other terms of the Contract for Services, including all prior amendments, remain in full force and effect.

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

IN WITNESS WHEREOF, the Parties agree to be bound by the terms and conditions set forth in this Amendment 8, effective retroactively on July 1, 2022.

[SIGNATURE BLOCK ON NEXT PAGE]

CROOK COUNTY SCHOOL DISTRICT

CROOK COUNTY, OREGON

Anna Logan
Signature

Anna Logan
Printed Name

Date: 8/29/2022

Seth Crawford, Judge

Jerry Brummer, Commissioner

Brian Barney, Commissioner

Date: _____

IN THE COUNTY COURT OF THE STATE OF OREGON

FOR THE COUNTY OF CROOK

**IN THE MATTER OF THE
APPOINTMENT TO PRINEVILLE
LAKE ACRES UNIT 1 ROAD DISTRICT**

**ORDER 2022-37
(AMENDED)**

WHEREAS, volunteers are essential to the operation of the county government;

WHEREAS, the Court has carefully considered the skills and talents of the applicants and the needs of the boards which has a vacancy requiring appointments, and based upon recommendation of Boards and Committees; and

WHEREAS, when approved on August 17, the original order included a typo listing the appointment as for position #2, instead of the correct position: #3.

NOW, THEREFORE, it is hereby **ORDERED** that that the Crook County Court makes the following appointment to the Crook County Boards and Committees:

Board	Appointee	Term	Oath required
Prineville Lake Acres Unit 1 Road District Position #3	David Chamberlain	3 – Year Term Expiring 08-17-2025	Yes

This appointment as amended herein is effective back to August 17, 2022, nunc pro tunc.

DATED this 7th day of September 2022.

Seth Crawford
County Judge

Jerry Brummer
County Commissioner

Brian Barney
County Commissioner



Crook County

Community Development Department

300 NE 3rd Street, Room 12

Prineville, OR 97754

(541)447-3211

Fax (541)416-2139

Email: bld@co.crook.or.us

Website: www.co.crook.or.us

August 29, 2022

To: Crook County Court

From: Will Van Vactor
Crook County Community Development

Re: Request to purchase (3) Vehicles for building inspectors

The Community Development Department's budget includes \$114,000 for the purchase of 3 additional vehicles for our building department inspectors. We currently have 14 inspectors who drive an average of 1,000 miles per month. Our current fleet includes 6 vehicles with over 100,000 miles.

The department requested quotes from 6 Oregon dealers for (3) 2023 Ford Rangers 4x4 C/C XL models. These models are ideal for Crook County's diverse terrain and weather conditions that the inspectors encounter. Attached are the 2 quotes we received in response to our request.

The lowest price is \$31,264.16 from Kendall Ford in Bend/Prineville. The total for all 3 Rangers is \$93,792.48 which comes in under the \$114,000 budget. The department recommends accepting the low bid for the 3 fleet vehicles through Kendall Ford/Prineville.

Regards,

Will Van Vactor
Director

Attachment – Purchase Timeline & Summary

(3) 2023 Ford Ranger Purchase Timeline & Summary

A 8/11/2022 – Government Fleet Sales open for 2023 Ford Rangers

*Email sent to 6 Ford Dealers in Oregon requesting bids for (3) 2023 Ford Rangers

B 8/12/2022 – Received bid from Landmark Ford **\$31,494.79**

C 8/15/2022 - Received bid from Kendall Ford Bend/Prineville **\$31,264.16**

D 8/24/2022 – Email sent to the 4 dealerships that have not responded

8/26/2022 – Received phone call from Landmark Ford that Government Fleet Pricing for 2023 Ford Rangers was closing today.

*Called Kendall Ford Prineville for confirmation

E Miscellaneous information regarding 2023 Ford Ranger purchase

Low Bid

541-815-8785 Cell

JasonCondell@Kendallauto.com



From: Katie Sexton <katie.sexton@co.crook.or.us>

Sent: Thursday, August 11, 2022 2:07 PM

To: Katie Sexton <katie.sexton@co.crook.or.us>

Cc: Randy Davis <Randy.Davis@co.crook.or.us>

Subject: (3) 2023 Ranger Purchase

Please respond as soon as possible to the attached Request for Quote for (3) 2023 Ford Rangers.

Thank you!

Katie Sexton



Administrative Clerk

Crook County Community Development

300 NE 3rd Street Room 12, Prineville, OR 97754

Office: (541) 447-3211 Ext. 249

E-mail: katie.sexton@co.crook.or.us

Website: www.co.crook.or.us

Septic: onsite@co.crook.or.us

Planning: plan@co.crook.or.us

Building: bld@co.crook.or.us

Disclaimer: Please note that the information in this email is an informal statement and shall not be deemed to constitute final County action effecting a change in the status of a person's property or conferring any rights, including any reliance rights, on any person.

CONFIDENTIALITY NOTICE - This e-mail may contain information that is privileged, confidential, or otherwise exempt from disclosure under applicable law. If you are not the addressee or it appears from the context or otherwise that you have received this e-mail in error, please advise me immediately by reply e-mail, keep the contents confidential, and immediately delete the message and any attachments from your system.

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Disclaimer: Please note that the information in this email is an informal statement and shall not be deemed to constitute final County action effecting a change in the status of a person's property or conferring any rights, including any reliance rights, on any person.

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Crook County
Community Development Department
300 NE 3rd Street, Room 12
Prineville, OR 97754
(541)447-3211
Fax (541)416-2139
Email: bld@co.crook.or.us
Website: www.co.crook.or.us

August 11, 2022

To: FORD DEALERSHIPS

From: Randy Davis, Building Official
Katie Sexton, Administrative Clerk

Re: RFQ for (3) Rangers 4x4 C/C XL model

Crook County Community Development kindly requests your quote for (3) 2023 Ford Rangers 4x4 C/C XL models. Attached are the specifications for ordering the government fleet XL Rangers. We are also open to any new, unsold available Rangers your dealership may have in stock meeting these same or similar specifications.

Please email your quote to katie.sexton@co.crook.or.us as soon as possible.

Thank you,

Katie Sexton
Administrative Clerk
Crook County Building Department

Attachment – RFQ Specs

Emailed
8/11/22
2:07pm
6 Ford Dealers

CNGP530

VEHICLE ORDER CONFIRMATION

==>

Dealer:

Page: 1 of 1

2023 RANGER

Order No: Priority: Ord FIN: Order Type: 5B Price Level: 215

Ord Code: 100A Cust/Flt Name: CROOKCOUNTY PO Number:

RETAIL

RETAIL

R4F RANGER 4X4 C/C
.126" WHEELBASE
YZ OXFORD WHITE
Q CLOTH SEATS
H EBONY INTERIOR
100A EQUIP GRP
.XL SERIES
.16" SILVER STEEL

153 FRT LICENSE BKT
SP DLR ACCT ADJ
SP FLT ACCT CR
FUEL CHARGE
B4A NET INV FLT OPT
PRICED DORA
DEST AND DELIV
TOTAL BASE AND OPTIONS
TOTAL
THIS IS NOT AN INVOICE

99H .2.3L ECOBOOST
44U .10-SPD AUTO TR
255/70R16 A/S
FLEET SPCL ADJ
52B CRUISE CONTROL
53R TRAILER TOW PKG
67F XL PWR EQUIP PK

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit

F5=Add to Library

S099 - PRESS F4 TO SUBMIT

3 TRUCKS

CNGP530

VEHICLE ORDER CONFIRMATION

08/12/22 15:01:04

Dealer: F74022

Page: 1 of 1

==>

2023 RANGER

Order No: 9999 Priority: K4 Ord FIN: QS045 Order Type: 5B Price Level: 320
Ord Code: 100A Cust/Flt Name: CROOKCOUNTY PO Number:

RETAIL		RETAIL	
R4F	RANGER 4X4 C/C	\$32230	
	.126" WHEELBASE		
YZ	OXFORD WHITE		
Q	CLOTH SEATS		
H	EBONY INTERIOR		
100A	EQUIP GRP		
	.XL SERIES		
	.16"SILVER STEEL		
99H	.2.3L ECOBOOST	NC	
44U	.10-SPD AUTO TR	NC	
	255/70R16 A/S		
	FLEET SPCL ADJ	NC	
51D	AUTO S/S REMOVE	(50)	
52B	CRUISE CONTROL	225	
53R	TRAILER TOW PKG	495	
67F	XL PWR EQUIP PK	\$355	
87W	4G WIFI HS RMVL	(20)	
153	FRT LICENSE BKT	NC	
	SP DLR ACCT ADJ		
	SP FLT ACCT CR		
	FUEL CHARGE		
B4A	NET INV FLT OPT	NC	
	PRICED DORA	NC	
	DEST AND DELIV	1495	
	TOTAL BASE AND OPTIONS	34730	
	TOTAL	34730	

THIS IS NOT AN INVOICE

\$ 31,494.79
6
B

STATE CONTRACT PRICE IS \$31,069
 + \$155.34 PRIV TAX
 + \$114.95 CAT TAX
 + \$155.50 E-PLATES

\$31,494.79 TOTAL

Rec'd 8/12/22
Landmark Ford - Beaverton

Katie Sexton

From: Diane Pohl <govtsales@landmarkford.com>
Sent: Friday, August 12, 2022 12:05 PM
To: Randy Davis
Cc: Katie Sexton
Subject: Ranger
Attachments: R4F Crew Cab XL 4x4 QUOTE.docx

Here you go 😊 Sorry no fancy quote yet for these since they just opened, the system hasn't caught up...

Diane Pohl
Landmark Ford Lincoln
Government Sales
govtsales@landmarkford.com
503-639-1131 ext 270

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31,264.16
6
C


Prepared for:

Crook County
Prepared by: Matt Schmitz
08/12/2022

Kendall Ford of Bend | 2100 N. E. Third Street Bend Oregon | 977013692

2023 Ranger 4x4 SuperCrew ' box 126.8" WB XL (R4F)

Price Level: 315 | Quote ID: CC23R4F

Pricing Summary - Single Vehicle

	MSRP	
<i>Vehicle Pricing</i>	\$34,730.00	
Subtotal	\$34,730.00	
<i>Discount Adjustments</i>		
Discount Adjustments	-\$3,746.24	
Subtotal	\$30,983.76	
<i>Sales Taxes</i>		
Code	Description	MSRP
Oregon Tax	Oregon Privilege Tax	\$154.92
CAT	Estimated Corporate Activity Tax	\$125.48
Subtotal		\$31,264.16
Total		\$31,264.16

Customer Signature

Acceptance Date

Agree to purchase (3) 2023 FORD RANGERS
@ \$31,264.16 each for a total purchase
price of \$93,792.48

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

**Prepared for:**

Crook County

Prepared by: Matt Schmitz

08/12/2022

Kendall Ford of Bend | 2100 N. E. Third Street Bend Oregon | 977013692

2023 Ranger 4x4 SuperCrew ' box 126.8" WB XL (R4F)

Price Level: 315 | Quote ID: CC23R4F

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
R4F	Base Vehicle Price (R4F)	\$32,230.00
Packages		
100A	Equipment Group 100A Standard <i>Includes:</i> - Engine: 2.3L EcoBoost - Transmission: Electronic 10-Speed SelectShift Auto - 3.73 Axle Ratio - GVWR: TBD - Tires: P255/70R16 A/S BSW - Wheels: 16" Silver Steel - Front Cloth Bucket Seats Includes 8-way manual adjustable driver including lumbar, 6-way manual adjustable passenger and manual reclining seats. - Radio: AM/FM Stereo Includes Bluetooth pass thru and 1 USB port. - 4 Speakers	N/C
Powertrain		
99H	Engine: 2.3L EcoBoost Requires auto start stop removal (51D) when feature is not available.	Included
44U	Transmission: Electronic 10-Speed SelectShift Auto	Included
STDAX	3.73 Axle Ratio	Included
STDGV	GVWR: TBD	Included
Wheels & Tires		
STDTR	Tires: P255/70R16 A/S BSW	Included
64A	Wheels: 16" Silver Steel	Included
Seats & Seat Trim		
Q	Front Cloth Bucket Seats Includes 8-way manual adjustable driver including lumbar, 6-way manual adjustable passenger and manual reclining seats.	Included
Other Options		
126WB	126.8" Wheelbase	STD

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

**Prepared for:**

Crook County
 Prepared by: Matt Schmitz
 08/12/2022

Kendall Ford of Bend | 2100 N. E. Third Street Bend Oregon | 977013692

2023 Ranger 4x4 SuperCrew ' box 126.8" WB XL (R4F)

Price Level: 315 | Quote ID: CC23R4F

As Configured Vehicle (cont'd)

Code	Description	MSRP
PAINT	Monotone Paint Application	STD
STDRD	Radio: AM/FM Stereo <i>Includes Bluetooth pass thru and 1 USB port.</i>	Included
	<i>Includes:</i> - 4 Speakers	
53R	Trailer Tow Package <i>Includes towing capability up to TBD lbs and 4-pin/7-pin wiring harness.</i>	\$495.00
	<i>Includes:</i> - Class IV Trailer Hitch Receiver	
87W	4G LTE Wi-Fi Hotspot Removal Required option when feature is not available.	-\$20.00
51D	Auto Start-Stop Removal Required option when feature is not available.	-\$50.00
153	Front License Plate Bracket <i>Standard in states requiring 2 license plates and optional to all others.</i>	N/C
Fleet Options		
52B	Cruise Control Requires valid FIN code.	\$225.00
67F	XL Power Equipment Group Requires valid FIN code. <i>Includes:</i> - Perimeter Alarm - Power Glass Sideview Mirrors - Remote Key Fob w/Tailgate Lock	\$355.00
Emissions		
425	50-State Emissions System	STD
Interior Color		
QH_01	Ebony w/Front Cloth Bucket Seats	N/C
Exterior Color		
YZ_01	Oxford White	N/C

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for:

Crook County

Prepared by: Matt Schmitz

08/12/2022

Kendall Ford of Bend | 2100 N. E. Third Street Bend Oregon | 977013692



2023 Ranger 4x4 SuperCrew ' box 126.8" WB XL (R4F)

Price Level: 315 | Quote ID: CC23R4F

As Configured Vehicle (cont'd)

Code	Description	MSRP
SUBTOTAL		\$33,235.00
Destination Charge		\$1,495.00
TOTAL		\$34,730.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Katie Sexton

From: Katie Sexton
Sent: Wednesday, August 24, 2022 8:42 AM
To: Tom Wright
Subject: 2023 RANGER PURCHASE
Attachments: 2023 RANGER PURCHASE EMAIL.pdf

Please let me know if you would like to submit a bid!

Thank you!

Katie Sexton



Administrative Clerk
Crook County Community Development
300 NE 3rd Street Room 12, Prineville, OR 97754
Office: (541) 447-3211 Ext. 249
E-mail: katie.sexton@co.crook.or.us
Website: www.co.crook.or.us
Septic: onsite@co.crook.or.us
Planning: plan@co.crook.or.us
Building: bld@co.crook.or.us

Katie Sexton

From: Katie Sexton
Sent: Wednesday, August 24, 2022 8:45 AM
To: Jose Sevilla
Subject: 2023 Ranger Purchase
Attachments: 2023 RANGER PURCHASE EMAIL.pdf

Please let me know if you would like to bid on this!

Thank you!

Katie Sexton



Administrative Clerk
Crook County Community Development
300 NE 3rd Street Room 12, Prineville, OR 97754
Office: (541) 447-3211 Ext. 249
E-mail: katie.sexton@co.crook.or.us
Website: www.co.crook.or.us
Septic: onsite@co.crook.or.us
Planning: plan@co.crook.or.us
Building: bld@co.crook.or.us

Katie Sexton

From: Katie Sexton
Sent: Wednesday, August 24, 2022 8:46 AM
To: SKYFORD@AOL.COM
Subject: 2023 Ranger Purchase
Attachments: 2023 RANGER PURCHASE EMAIL.pdf

Please let me know if you would like to bid on this!

Thank you!

Katie Sexton



Administrative Clerk
Crook County Community Development
300 NE 3rd Street Room 12, Prineville, OR 97754
Office: (541) 447-3211 Ext. 249
E-mail: katie.sexton@co.crook.or.us
Website: www.co.crook.or.us
Septic: onsite@co.crook.or.us
Planning: plan@co.crook.or.us
Building: bld@co.crook.or.us

Katie Sexton

From: Katie Sexton
Sent: Wednesday, August 24, 2022 8:49 AM
To: DARWINMCCOY@KENDALLAUTO.COM
Subject: 2023 Ford Ranger Purchase
Attachments: 2023 RANGER PURCHASE EMAIL.pdf

Please let me know if you would like to bid on this!

Thank you!

Katie Sexton



Administrative Clerk
Crook County Community Development
300 NE 3rd Street Room 12, Prineville, OR 97754
Office: (541) 447-3211 Ext. 249
E-mail: katie.sexton@co.crook.or.us
Website: www.co.crook.or.us
Septic: onsite@co.crook.or.us
Planning: plan@co.crook.or.us
Building: bld@co.crook.or.us

Katie Sexton

From: Jason Condel <jasoncondel@kendallauto.com>
Sent: Monday, April 4, 2022 12:02 PM
To: Katie Sexton
Subject: RE: Order cutoff dates

Katie, unfortunately the government fleet XL Ranger's are closed for 2022. It would have to be a 2023, and that order bank could open as early as June but possibly later.

Jason Condel

Kendall Ford of Prineville

541-447-6820 Office

541-815-8785 Cell

JasonCondel@Kendallauto.com



From: Katie Sexton <katie.sexton@co.crook.or.us>
Sent: Monday, April 4, 2022 11:07 AM
To: Jason Condel <jasoncondel@kendallauto.com>; Jose Sevilla <jose@tssfordmadras.com>; Tom Wright <tom@wrightfordredmond.com>
Cc: Randy Davis <Randy.Davis@co.crook.or.us>
Subject: Order cutoff dates

Randy was wanting to know the **cut-off dates** (if any) for ordering 3 more trucks. Please hold off on quotes until we know when we can order. Please let me know as soon as possible!

Thank you!

Katie Sexton



Administrative Clerk
 Crook County Community Development
 300 NE 3rd Street Room 12, Prineville, OR 97754
 Office: (541) 447-3211 Ext. 249
 E-mail: katie.sexton@co.crook.or.us
 Website: www.co.crook.or.us
 Septic: onsite@co.crook.or.us
 Planning: plan@co.crook.or.us
 Building: bld@co.crook.or.us

Katie Sexton

From: John Eisler
Sent: Wednesday, July 20, 2022 1:08 PM
To: Katie Sexton
Cc: Randy Davis; Lori Furlong; Will VanVactor; Lindsay Azevedo
Subject: RE: 2023 Ford Ranger Purchase

Hi Katie,

That should be fine. I had to google how much these cost to make sure we'd be under \$150k. Just please send out to at least three dealers.

Let me know if you have any questions.

Best,

**JOHN EISLER****ASSISTANT COUNSEL**

Crook County Legal Counsel's Office
Physical: 301 NE 3rd St., Ste. 200, Prineville, OR 97754
Mailing: 300 NE 3rd St., Prineville, OR 97754
Office: (541) 416-3919 Ext. 279 Fax: (541) 447-6705

From: Katie Sexton <katie.sexton@co.crook.or.us>
Sent: Wednesday, July 20, 2022 12:43 PM
To: John Eisler <John.Eisler@co.crook.or.us>
Cc: Randy Davis <Randy.Davis@co.crook.or.us>; Lori Furlong <Lori.Furlong@co.crook.or.us>; Will VanVactor <Will.VanVactor@co.crook.or.us>
Subject: 2023 Ford Ranger Purchase

John,

Please review the attached document. I will be emailing this to the Central Oregon Ford Dealers. I would like to make sure it meets the RFQ requirements for the county.

Thank you!

Katie Sexton

From: Jason Condel <jasoncondel@kendallauto.com>
Sent: Saturday, August 27, 2022 9:42 AM
To: Katie Sexton
Subject: RE: (3) 2023 Ranger Purchase

3 Ranger orders punched

Order # 1300, 1301, 1302

Please just sign the proposals that were sent next week for us.

Thanks again.

Jason Condel

Kendall Ford of Prineville

541-447-6820 Office

541-815-8785 Cell

JasonCondel@Kendallauto.com



From: Katie Sexton <katie.sexton@co.crook.or.us>
Sent: Monday, August 15, 2022 2:42 PM
To: Jason Condel <jasoncondel@kendallauto.com>
Subject: RE: (3) 2023 Ranger Purchase

Thanks Jason!
 I'll be in touch!

Katie Sexton



Administrative Clerk
 Crook County Community Development
 300 NE 3rd Street Room 12, Prineville, OR 97754
 Office: (541) 447-3211 Ext. 249
 E-mail: katie.sexton@co.crook.or.us
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IN THE COUNTY COURT OF THE STATE OF OREGON
FOR THE COUNTY OF CROOK

**IN THE MATTER OF PETTY CASH
FUNDS CASH DRAWERS AND ANY
FUNDS HELD BY THE COUNTY OR
ITS EMPLOYEES**

ORDER 2022-40

WHEREAS, management of petty cash poses risks for mismanagement and misappropriation of funds; and

WHEREAS, the County Court finds it to be in the public interest that funds be managed in accordance with accepted standards of governmental accounting; and

WHEREAS, Oregon law imposes upon the County Treasurer and the County Court responsibility for the proper administration of County funds.

NOW, THEREFORE, it is hereby **ORDERED** by the Crook County Court that the following policy be and hereby is adopted in regard to the management of petty cash funds, cash drawers and any funds held by County Departments:

1. A petty cash fund is defined as a fund from which monies are expended for departmental purposes. A cash drawer used solely for the purpose of making change or for temporary placement of fees and other charges collected by the department shall not be defined as a petty cash fund. A cash drawer shall not be used in conjunction with (i.e. at the same location) or in place of a petty cash fund. The Court shall specify in its order the beginning balance of petty cash funds for each department and the custodial official of such fund. No County funds shall be used for personal benefit or for the benefit of any family member, relative or other individual, which includes the borrowing of funds.
2. Petty cash funds shall be expended as authorized by the custodial official. The custodial official shall submit to the County Treasurer on the last business day of each month a reconciliation showing the starting balance of the fund, expenditures from the fund, and the County related purpose of those expenditures, payments and reimbursements to the fund and the ending balance of the fund. For each expenditure, appropriate detailed receipts shall be submitted indicating the County-related purpose of the expenditure and the person

making such expenditure. A detailed receipt is defined as a receipt showing exactly what was purchased (broken down by item), date, and place of purchase. If the detailed receipt is not attached, and not brought forth within ten (10) days of notification from the Treasurer's Office, the custodial official will be personally liable for those amounts. The County Treasurer shall provide forms for use in reconciling petty cash funds.

3. The County Treasurer shall issue to custodial officials a check for the amount of expenditures in the next weekly check run. For cash drawer funds, a deposit of funds in excess of the authorized amount to be retained for making change is to be made daily to the Treasurer. A reconciliation of funds will be accompanied with each deposit.
4. In the event that a petty cash fund or cash drawer is over-expended, the custodial official shall be liable for personal restitution to the fund (or restitution from the departmental funds upon official approval from County Court). Any discrepancy in cash fund balance in the County's favor shall be submitted to the Treasurer and identified as "fund overage."
5. If, in the judgment of the County Treasurer, a fund is being mismanaged as evidenced by consistent overage or underage or as a result of improper expenditure of funds or for any other reason, the County Treasurer may at his or her sole option terminate the department's petty cash fund, cash drawer or any other funds. Alternatively, the Treasurer may revoke the privileges of the fund custodian and request that the County Court designate a replacement custodian.
6. The County Treasurer shall from time to time randomly audit County funds without notice to the custodial official. The custodial official shall cooperate fully with the County Treasurer in permitting examination of the fund and providing requested documentation.
7. This policy shall be effective upon signing, and County Court hereby confirms and authorizes the following custodial officials and petty cash and cash drawer funds in the amounts specified:

Petty Cash

<u>Department</u>	<u>Amount</u>	<u>Custodial Official</u>
a. Juvenile	\$200.00	Erika Frickey
b. Environmental Health	\$50.00	Julie Lancaster
c. District Attorney	\$50.00	Shelley Phillips
d. Fairgrounds	\$25.00	Casey Daly
e. Finance	\$2,500.00	Christina Haron

Till/Cash Drawer

<u>Department</u>	<u>Amount</u>	<u>Custodial Official</u>
a. Health	\$75.00	Dianne Koops
b. Clerk	\$375.00	Cheryl Seely
c. Community Development	\$100.00	Julie Lancaster

<u>Department</u>	<u>Amount</u>	<u>Custodial Official</u>
d. District Attorney	\$25.00	Shelly Phillips
e. Victims	\$81.00	Julie Martinez
f. Sheriff	\$500.00	Stephanie Wilson
g. Jail (Commissary)	\$500.00	Stephanie Wilson
h. Adult Community Corrections	\$100.00	Elize Smith
i. Landfill	\$400.00	Jeff Merwin
j. Library	\$125.00	Cindy York
k. Tax Collection (Drawer 6)	\$335.00	Christina Haron
l. Tax Collection (Drawer 7)	\$335.00	Christina Haron

Temporary Cash Drawer

<u>Department</u>	<u>Amount</u>	<u>Custodial Official</u>
a. Fair Events	Up to \$15,000.00	Casey Daly

8. This Order will supersede and replace any previous order regarding the subject matter thereof.

DATED this ____ day of September 2022.

Seth Crawford
County Judge

Jerry Brummer
County Commissioner

Brian Barney
County Commissioner

Crook County Counsel's Office

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

• Phone: 541-416-3919

Physical: 301 NE 3rd St., Ste 200, Prineville, OR 97754

• Fax: 541-447-6705



MEMO

TO: Crook County Court

FROM: County Counsel

DATE: August 31, 2022

RE: *Library HVAC Equipment and Installation Project*
Our File No.: LIBRARY 49

The Court awarded the Library HVAC contract to Cascade Heating on August 3, 2022. Cascade has executed the contract with the following additional language:

"Current lead time for outdoor condensing units is 14+ weeks. This work will be completed upon arrival of outdoor equipment. Indoor gas furnace's [sic] and coils can be replaced prior to October 31, 2022 as stated in this contract."

Joe Viola has reviewed the contract with the additional language and recommends signing.

Please let us know if you have any questions.

Please place this memo and the attached document(s) on the Wednesday, September 7, 2022, County Court Agenda as a CONSENT ITEM, for approval and signatures.

Crook County Counsel's Office

Mailing Address: 300 NE Third St., Prineville, OR 97754
 Physical Address: 301 NE 3rd St., Prineville, OR 97754

• Phone: 541-416-3919
 • Fax: 541-447-6705



August 4, 2022

Cascade Heating & Specialties
 1507 NE 1st St.
 Bend, OR 97701

Re: *Library HVAC Equipment and Installation Project*
 Our File No.: LIBRARY 49

Dear Mr. Tabert:

On August 3, 2022, the Crook County Court accepted staff's recommendation to award the Crook County Library HVAC Equipment and Installation Project to Cascade Heating & Specialties, as the apparent low bidder, with a bid amount of \$115,346. Congratulations on being the successful bidder.

Enclosed is the final Construction Contract to be executed by Cascade Heating & Specialties. As you will see, the Contract incorporates by reference the specifications and addenda of the RFP and includes the specific dollar amount in your proposal (\$115,346). Please note that the scope of work is as described in the Request for Proposals, as modified by Addendum 1. No deviations from this scope of work as may have been suggested has been accepted.

After you have a chance to review the Contract (this is the same contract included in the bid packet), please let me know if you have questions or believe any revisions are necessary. Once the contract has been signed on behalf of Cascade Heating & Specialties, please return it to this office with the following:

- | | |
|-----------------------------------|----------------------|
| 1. Required insurance certificate | 3. Public Works Bond |
| 2. Payment and performance bonds | 4. W-9 |

Upon receipt, I will present it to the County Court for its signatures. A fully executed contract will then be provided to you for your records and we will issue the Notice to Proceed.

Thank you for your assistance. Crook County looks forward to working with you on this project.

Sincerely,

Eric Blaine
 Crook County Counsel
 Enclosure

cc: County Court w/o Enclosure
 Facilities Department w/o Enclosure

CONSTRUCTION CONTRACT

In consideration of the covenants herein below set forth, CASCADE HEATING & SPECIALTIES hereafter referred to as **CONTRACTOR**, and CROOK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF OREGON, ACTING BY AND THROUGH ITS COUNTY COURT, hereafter referred to as **CROOK COUNTY**, mutually contract as follows:

1. **CONTRACTOR** agrees and covenants to perform and complete the work herein described and provided for and furnish all machinery and necessary tools, apparatus, equipment, supplies, materials, and labor, and do all things in accordance with the applicable specifications and any such alterations or modifications of this contract as may be made by **CROOK COUNTY**, and according to such directions as may from time to time be made or given by the Project Manager, under authority and within the meaning and purpose of this contract. The contract documents and bid specifications provided in the bid proposal document, any addenda, and the Bid Schedule of contract prices in the **CONTRACTOR**'s bid proposal are hereby incorporated by reference as if the same were fully set out in writing and inserted herein. The total cost to **CROOK COUNTY** for this project is **ONE HUNDRED FIFTEEN THOUSAND THREE HUNDRED FORTY SIX AND 0 /100 DOLLARS (\$115,346.00)**, complete with all material, labor, and equipment as may be necessary for the faithful and professional performance of this contract as may be required by **CROOK COUNTY** in accordance with plans and specifications all of which are incorporated herein by reference. All of said plans and specifications, the required bonds, Workers Compensation coverage and insurance coverage documents, and this contract and its attachments (**Attachments A through F**), constitute the contract documents.

2. Any conflict or difference between the contract documents shall be called to the attention of **CROOK COUNTY** by **CONTRACTOR** before proceeding with affected work. In case of any conflict or any discrepancy between the contract documents, the specific provisions of this contract shall have priority over all others.

3. **CONTRACTOR** agrees to complete full performance in accordance with all plans and specifications by **October 31, 2022**. Time is of the essence in this contract. Because of the difficulty of computing actual damages, liquidated damages of One Hundred Dollars (\$100) per calendar day shall be assessed if work is not completed and accepted on **October 31, 2022**. The parties agree that this paragraph is a reasonable forecast of just compensation caused by the breach and is not a penalty. **See note below:**

4. Any progress payment shall be due according to contract specifications; final payment shall be due when the contract has been fully performed according to its terms. **CROOK COUNTY** shall make payment when **CONTRACTOR** submits evidence satisfactory to **CROOK COUNTY** of having appropriately paid all payrolls, material bills, and other indebtedness connected with the work, and of having fully complied with all laws and terms of the contract. Payment shall be made promptly in accordance with ORS 279C.500 - 279C.545, and both parties shall have all the rights and duties (including the right to withhold retainage) specified in ORS 279C.550 - 279C.570 regarding payment.

5. **CONTRACTOR** agrees that **CROOK COUNTY** shall not be responsible or liable to pay any sum of money over the contract total of **ONE HUNDRED FIFTEEN THOUSAND THREE HUNDRED FORTY SIX AND 0 /100 DOLLARS (\$115,346.00)**, except that **CROOK COUNTY** agrees to pay **CONTRACTOR** based on actual quantities of work performed and other basis of payment specified, taking into account any amounts that may be deductible under

Current lead time for outdoor condensing units is 14+ weeks. This work will be completed upon arrival of outdoor equipment. Indoor gas furnace's and coils can be replaced prior to October 31, 2022 as stated in this contract.

this contract, provided that the work performed is in accordance with the contract, is satisfactorily performed at the direction of the Project Manager, and is covered, if necessary for **CROOK COUNTY** budget purposes, by a contract amendment. Notwithstanding any term contained herein to the contrary, **CROOK COUNTY** shall not be liable or responsible for any payment for additional work or cost unless **CROOK COUNTY** specifically assumes in writing such responsibility and liability on and by itself.

6. **CONTRACTOR** shall comply with all provisions included in the Bidder's Proposal and are hereby incorporated by this reference.

7. Workers in each trade or occupation employed in the performance of the contract by **CONTRACTOR** or any subcontractor, as referenced in ORS 279C.580 - 279C.590, shall be paid not less than the prevailing minimum hourly rate of wage on the date of **CONTRACTOR'S** bid, as determined by the Commissioner of the Oregon Bureau of Labor. For each week during which workers are employed upon the public work, **CONTRACTOR**, any subcontractor or their sureties, shall file weekly/monthly certificates of rate of wage as required by ORS 279C.845. If **CROOK COUNTY** determines at any time that the prevailing rate of wages has not or is not being paid as required herein, it may retain, for the monies due to **CONTRACTOR**, an amount sufficient to make up the difference between the wages actually paid and the prevailing rate of wages, and may also cancel the contract. **CONTRACTOR** shall be liable to the workers affected for failure to pay the required rate of wage in the amount of their unpaid minimum wages, including all fringe benefits under ORS 279C.840.

8. **CROOK COUNTY** shall pay a fee of one/tenth of one percent (0.1%) of the price of this contract to the Bureau of Labor and Industries subject to the limits of ORS 279C.825. The fee shall be paid within the time period set forth in ORS 279C.825(3).

9. The performance of this contract is at **CONTRACTOR'S** sole risk. The service or services to be rendered under this contract are those of an independent contractor who is not an officer, employee, or agent of the County as those terms are used in ORS 30.265. **CONTRACTOR** is solely liable for any workers' compensation coverage, social security, unemployment insurance or retirement payments, and federal or state taxes due as a result of payments under this contract. Any subcontractor hired by **CONTRACTOR** shall be similarly responsible.

10. The **CONTRACTOR** shall assume all responsibilities for the work, and bear all losses and damages directly or indirectly resulting to the **CONTRACTOR**, the **COUNTY**, or to others on account of the negligence or misconduct of the **CONTRACTOR** or any Subcontractor under the Contract. The **CONTRACTOR** shall indemnify and save harmless the **COUNTY**, its officials, agents, and employees from all claims, liability, loss, damage and injury of every kind, nature and description, directly or indirectly resulting from activities in the performance of the Contract, the ownership, maintenance or use of motor vehicles in connection therewith, or the acts, omissions, operations, or conduct of the **CONTRACTOR** or any Subcontractor under the Contract or any way arising out of the Contract, to the extent caused by the negligence or misconduct of the **CONTRACTOR**, or any Subcontractor under the Contract. **CONTRACTOR** shall not be required to indemnify under this paragraph to the extent damages are caused in whole or in part from the negligence of the **COUNTY**, its officials, agents, and employees. The absence of or inadequacy of the liability insurance required in section 15 below shall not negate **CONTRACTOR'S** obligations in this paragraph.

11. By execution of this contract, **CONTRACTOR** certifies under penalty of perjury that to the best of **CONTRACTOR'S** knowledge, **CONTRACTOR** is not in violation of any tax laws

described in ORS 305.380(4), and **CONTRACTOR** has not discriminated against minority, women, or small business enterprises in obtaining any required subcontract.

12. By execution of this contract, **CONTRACTOR** agrees to have an employee drug-testing program in place at the time of executing the contract, and that such a program will be maintained throughout the contract period, including any extensions. The failure of **CONTRACTOR** to have or maintain such a drug testing program is grounds for immediate termination of the contract. The **CONTRACTOR** shall require each subcontractor providing labor for the project to also comply with this drug testing program requirement.

13. **CROOK COUNTY** shall not be liable, either directly or indirectly, for any dispute arising out of the substance or procedure of **CONTRACTOR'S** drug testing program. Nothing in this drug testing provision shall be construed as requiring **CONTRACTOR** to violate any legal rights, including constitutional rights, of any employee, including but not limited to selection of which employees to test and the manner of such testing. **CROOK COUNTY** shall not be liable for **CONTRACTOR'S** negligence in establishing or implementing, or failure to establish or implement a drug testing policy, or for any damage or injury caused by **CONTRACTOR'S** employees acting under the influence of drugs while performing work covered by this contract. These are **CONTRACTOR'S** sole responsibilities and nothing in this provision is intended to create any third party beneficiary rights against **CROOK COUNTY**.

14. **CONTRACTOR** may only substitute a first-tier subcontractor that was not disclosed under ORS 279C.585 in accordance with statutory criteria, including demonstration of inadvertent error, the subcontractor's failure or refusal to execute or perform under a written contract, to meet bond requirements, to perform substantially satisfactory work or affirmatively causing substantial delay or disruption to work progress, subcontractor's bankruptcy or insolvency, or failure to be registered with Construction Contractors Board, if required, or otherwise be eligible to work on a public improvement project pursuant to applicable statutory requirements.

15. **CONTRACTOR** is solely responsible for ensuring that any subcontractor selection and substitution has been in accordance with all legal requirements. **CROOK COUNTY** shall not be liable, either directly or indirectly, in any dispute arising out of the **CONTRACTOR'S** actions with regard to subcontractor selection and substitution.

16. **CROOK COUNTY** reserves the right to reject any bid or to refuse delivery of materials or services at or from any manufacturer, plant, or contractor with which **CROOK COUNTY** has reasonable grounds to believe is or may be operating in violation of any local, state, or federal laws, or which is the subject of pending litigation.

17. Modifications or amendments to this contract shall be effective only if in writing and executed by both parties. This document is the entire, final, and complete agreement of the parties pertaining to this Construction Contract, and supersedes and replaces all prior or existing written and oral agreements between the parties or their representatives.

18. **CONTRACTOR** shall make payment promptly, as due, to all persons supplying to such **CONTRACTOR** labor or material for the prosecution of the work provided for in the contract, and shall be responsible for payment to such persons supplying labor or material to any subcontractor.

19. **CONTRACTOR** shall pay promptly all contributions or amounts due to the State Industrial Accident Fund and the State Unemployment Compensation Fund from **CONTRACTOR** or any subcontractor in connection with the performance of the contract.

20. **CONTRACTOR** shall not permit any lien or claim to be filed or prosecuted against **CROOK COUNTY** due to any labor or material furnished by **CONTRACTOR**. **CONTRACTOR** shall assume responsibility for satisfaction of any lien so filed or prosecuted and shall defend against, indemnify, and hold **CROOK COUNTY** harmless from any such lien or claim.

21. **CONTRACTOR** and any subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

22. If **CONTRACTOR** fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to the **CONTRACTOR** or a subcontractor by any person in connection with the public contract as such claim becomes due, **CROOK COUNTY** may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to the **CONTRACTOR** by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the **CONTRACTOR** or its surety from the obligation with respect to any unpaid claim. If **CROOK COUNTY** is unable to determine the validity of any claim for labor or services furnished, **CROOK COUNTY** may withhold from any current payment due **CONTRACTOR** an amount equal to said claim until its validity is determined, and until the claim, if valid, is paid by the **CONTRACTOR** or **CROOK COUNTY**. There shall be no financial acceptance of the work under the contract until all such claims have been resolved.

23. **CONTRACTOR** shall make payment promptly, as due, to any person, co-partnership, association, or corporation furnishing medical, surgical, hospital, or other needed care and attention, incident to sickness or injury, to the employees of **CONTRACTOR**, of all sums which the **CONTRACTOR** agreed to pay or collected or deducted from the wages of employees pursuant to any law, contract, or agreement for the purpose of providing payment for such service.

24. For all public contracts, with certain exceptions listed below, **CONTRACTOR** shall not employ an employee for more than ten (10) hours in any one day, or forty (40) hours in any one week except in case of necessity, emergency, or where public policy absolutely requires otherwise, and in such cases **CONTRACTOR** shall pay the employee at least time and a half for:

- (a.) All overtime in excess of eight (8) hours a day or forty (40) hours in any one week when the work week is five (5) consecutive days, Monday through Friday, and
- (b.) All overtime in excess of ten (10) hours a day or forty (40) hours in any one week when the work week is four (4) consecutive days, Monday through Friday, and
- (c.) All work performed on the days specified in ORS 279C.540.
- (d.) The **CONTRACTOR** shall comply with the prohibition set forth in ORS 652.220, that compliance is a material element of the contract and that a failure to comply is a breach that entitles the contracting agency to terminate the contract for cause.
- (e.) The **CONTRACTOR** may not prohibit any of the **CONTRACTOR'S** employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person and may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits, or other compensation with another employee of another person.

25. **CONTRACTOR** must give notice to employees who work on a public contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

26. The hourly rate of wage to be paid by any **CONTRACTOR** or subcontractor to workers upon all public works shall be not less than the prevailing rate of wage for an hour's work in the same trade or occupation in the locality where such labor is performed, in accordance with ORS 279C.800 - 279C.870.

27. The **CONTRACTOR**, its subcontractors, if any, and all employers working under the contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.

28. **CONTRACTOR** shall comply with all applicable federal, state, and local laws and regulations, including but not limited to those dealing with the prevention of environmental pollution and the preservation of natural resources that affect the performance of the contract. A list of entities that have enacted such laws or regulations is found in the Oregon Attorney General's Model Public Contract Rules Manual.

29. This contract may be cancelled at the election of **CROOK COUNTY** for any substantial breach, willful failure, or refusal on the part of **CONTRACTOR** to faithfully perform the contract according to its terms. **CROOK COUNTY** may terminate the contract by written order or upon request of the **CONTRACTOR** if the work cannot be completed for reasons beyond the control of either the **CONTRACTOR** or **CROOK COUNTY**, or for any reason considered to be in the public interest other than a labor dispute, or by reason of any third party judicial proceeding relating to the work other than one filed in regards, and when circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the work. In either case, if the work is suspended but the contract not terminated, the **CONTRACTOR** is entitled to a reasonable time extension, costs, and overhead per ORS 279C.655. Unless otherwise stated in the contract, if the contract is terminated due to the public interest, the **CONTRACTOR** shall be paid per ORS 279C.660.

30. If **CROOK COUNTY** does not appropriate funds for the next succeeding fiscal year to continue payments otherwise required by the contract, the contract will terminate at the end of the last fiscal year for which payments have been appropriated. **CROOK COUNTY** will notify **CONTRACTOR** of such non-appropriation not later than thirty (30) days before the beginning of the year within which funds are not appropriated. Upon termination pursuant to this clause, **CROOK COUNTY** shall have no further obligation to the **CONTRACTOR** for payments beyond the termination date. This provision does not permit **CROOK COUNTY** to terminate the contract in order to provide similar services or goods from a different contractor.

31. **CONTRACTOR** agrees to prefer goods or services that have been manufactured or produced in this State if price, fitness, availability, or quality are otherwise equal.

32. **CONTRACTOR** agrees to not assign this contract or any payments due hereunder without the proposed assignee being first approved and accepted in writing by **CROOK COUNTY**.

33. **CONTRACTOR** agrees to make all provisions of the contract with **CROOK COUNTY** applicable to any subcontractor performing work under the contract.

34. **CROOK COUNTY** will not be responsible for any losses or unanticipated costs suffered by **CONTRACTOR** as a result of **CONTRACTOR'S** failure to obtain full information in advance in regard to all conditions pertaining to the work.

35. **CONTRACTOR** certifies that he/she has all necessary licenses, permits, or certificates of registration (including Construction Contractors Board registration or Landscape Contractors Board license, if applicable), necessary to perform the contract and further certifies that all subcontractors shall likewise have all necessary licenses, permits, or certificates before performing any work. The failure of **CONTRACTOR** to have or maintain such licenses, permits, or certificates is grounds for rejection of a bid or immediate termination of the contract.

36. **CONTRACTOR** certifies that **CONTRACTOR** is "responsible" as that term is defined in ORS 279C.375 and that **CONTRACTOR**:

- (a.) has available the appropriate financial, material, equipment, facility, and personnel resources and expertise, or has the ability to obtain the resources and expertise necessary to meet all contractual responsibilities; and
- (b.) holds current licenses in this State in order to undertake or perform the work specified in the contract; and
- (c.) is covered by liability insurance and other insurance in amounts the contracting agency requires in the solicitation documents; and
- (d.) qualifies as a carrier-insured employer or a self-insured employer, or has elected coverage under State Worker's Compensation Law; and
- (e.) has made the first tier subcontractor disclosure required by the contracting agency; and
- (f.) has completed previous contracts of a similar nature with the satisfactory record of performance; and
- (g.) has a satisfactory record of integrity; and
- (h.) is legally qualified to contract with the contracting agency; and
- (i.) supplied all necessary information in connection with the inquiry concerning responsibility; and
- (j.) possesses an unexpired certificate issued by the Oregon Department of Administrative Services if the **CONTRACTOR** employs fifty (50) or more full-time workers and submitted a bid for a procurement with an estimated contract price that exceeds \$500,000.

37. **CONTRACTOR** represents and warrants that **CONTRACTOR** has complied with the tax laws of this State or a political subdivision of this State, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318. **CONTRACTOR** covenants to continue to comply with the tax laws of this State or a political subdivision of this State during the term of the public contract, and provides that **CONTRACTOR'S** failure to comply with the tax laws of this State or a political subdivision of this State before the **CONTRACTOR** executed the public contract or during the term of the public contract is a default for which **CROOK COUNTY** may terminate the public contract and seek damages and other relief available under the terms of the public contract or under applicable law.

38. It is a material condition of this contract that **CONTRACTOR** remain certified as a disadvantaged, minority, women, or emerging small business enterprise under ORS 200.055 or businesses that service-disabled veteran owns for the entire term of the public contract, whenever **CROOK COUNTY** awards the public contract, in whole or in part, on the basis of the **CONTRACTOR'S** certification.

- (a.) **CONTRACTOR** shall provide in the **CONTRACTOR'S** subcontracts that a subcontractor remain certified as a disadvantaged, minority, women, emerging small business enterprise under ORS 200.055, or businesses that service-disabled veteran owns for the entire term of the subcontract, if the **CONTRACTOR** awards the subcontract, in whole or in part, on the basis of the subcontractor's certification.

39. Unless otherwise provided, data which originates from this contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by **CROOK COUNTY**. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights. Data which is delivered under the contract, but which does not originate therefrom shall be transferred to **CROOK COUNTY** with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; provided that such license shall be limited to the extent which the **CONTRACTOR** has a right to grant such license. **CONTRACTOR** shall exert all reasonable effort to advise **CROOK COUNTY**, at the time of delivery of data furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this contract. **CROOK COUNTY** shall receive prompt written notice of each notice or claim of copyright infringement received by **CONTRACTOR** with respect to any data delivered under this contract. **CROOK COUNTY** shall have the right to modify or remove any restrictive markings placed upon the data by **CONTRACTOR**.

40. The Standard Specifications for Highway Construction adopted by the State of Oregon, and the Manual on Uniform Traffic Control Devices, each as is currently in effect, shall be applicable to all road construction projects except as modified by the bid documents.

41. If **CONTRACTOR** or a first-tier subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within thirty (30) days after receipt of payment from the public contracting agency or a **CONTRACTOR**, the **CONTRACTOR** or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the ten (10) day period that payment is due under ORS 279C.580(4), and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the **CONTRACTOR** or first-tier subcontractor on the amount due shall equal three (3) times the discount rate on ninety (90) day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve District that includes Oregon on the date that is thirty (30) days after the date when payment was received from the public contracting agency, or from the **CONTRACTOR**, but the rate of interest shall not exceed thirty percent (30%). The amount of interest may not be waived.

42. If **CONTRACTOR** or subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

43. In the event of an action, suit, or proceeding, including appeal therefrom, is brought for failure to observe any the terms of this agreement, each party shall bear its own attorney fees, expenses, costs, and disbursements for said action, lawsuit, proceeding, or appeal.

44. **CONTRACTOR** is engaged hereby as an independent contractor, and will be so deemed for all purposes. **CONTRACTOR** will be solely responsible for the payment of any federal or state taxes required as a result of this agreement. This contract is not intended to entitle **CONTRACTOR** to any benefits generally granted to **CROOK COUNTY** employees. Without limitation, but by way of illustration, **CONTRACTOR** is an independent contractor for purposes of the Oregon Workers' Compensation Law and is solely liable for any workers' compensation coverage under this contract.

45. **CONTRACTOR** shall comply with the prevailing wage rates of the State of Oregon, currently in effect and as amended, governing all covered workers for all work on said property project and shall hold **CROOK COUNTY** harmless therefrom. Prevailing wage law includes but is not limited to ORS 279C.800 - 279C.870.

- (a.) The prevailing wage rates for Crook County (Region 10) are to be paid workers employed in the performance of the contract, either by **CONTRACTOR** or subcontractor.
- (b.) A fee is required to be paid to the Bureau of Labor and Industries as provided in ORS 279C.825 and shall be paid by Crook County pursuant to paragraph 8.

46. This Construction Contract 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 contract on the below said date.

CONTRACTOR

CROOK COUNTY

Business

Name: Cascade Heating & Specialties

By:  _____
Signature

Eric Tabert

Print Name

Its: _____

Date 8/30/2022

Contractor's CCB # 1022

541-382-8483

Telephone Number

1507 NE 1st Street

Address

Bend	OR	97701
City	State	Zip

Seth Crawford, County Judge
Date: _____

Jerry Brummer, County Commissioner
Date: _____

Brian Barney, County Commissioner
Date: _____

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

IN THE MATTER OF)
AMENDING THE)
EMPLOYEE HANDBOOK) Order 2022-39
REGARDING BENEFIT)
HOUR STANDARDS AND)
CREDIT UNION MEMBERSHIP)

WHEREAS, the County Employee Handbook makes reference to available credit unions, the policy of which is no longer used; and

WHEREAS, certain workplace benefits and policies are triggered by the number of hours the employee works, the thresholds for which need to be periodically updated ; 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 paragraph entitled “Credit Union” on page 22 of the Handbook is deleted in its entirety.

Section 2. The Handbook policies described on the attached Exhibit A are amended as shown thereon, with additions underlined and deletions ~~struck-through~~.

Section 3. County staff are authorized to make further formatting and pagination changes as may be necessary to effectuate this Order 2022-39.

DATED this _____ day of September, 2022.

CROOK COUNTY COURT

Judge Seth Crawford

Commissioner Jerry Brummer

Commissioner Brian Barney

EXHIBIT A TO ORDER 2022-39

MEDICAL, DENTAL AND VISION INSURANCE:

Regular full-time and regular part-time employees (working a minimum of 12~~80~~ hours per month) shall be eligible for medical, dental and vision insurance unless the employee elects not to take it. Employees are eligible the first day of the month following the month of their first employment. In some instances medical and dental insurance may not be separated for purposes of election.

Please refer to the insurance booklet provided at the time of your hire for details on coverage, types of plans, etc. It is the responsibility of each employee and elected County official receiving coverage to notify Crook County Human Resources Department of any additions or deletions to dependent insurance coverage. For the purposes of this policy notification means submitting a completed health, dental and/or vision insurance change form with signature in a timely manner to the Human Resources Department.

When an employee is on an approved leave of absence, the employee may continue insurance benefits coverage for the employee and the employee's eligible dependents during the employee's leave of absence. However, the County is only obligated to pay premiums to maintain insurance benefits coverage for the employee and the employee's eligible dependents if the employee has worked or is on a paid leave status for at least 12~~80~~ hours during the pay period or pay periods for which the employee is on a leave of absence. It is the employee's obligation to make arrangements with the County for the employee to make medical, dental and vision insurance premium payments during any leave of absence. In order for an employee to maintain insurance benefits coverage while on unpaid leave, the employee will be required to pay to the County the portion of the employee's insurance premium that is generally deducted from their paycheck.

Insurance premium payments for employees on leave under the Federal Family and Medical Leave Act or the Oregon Family Leave Act will be governed by the provisions of those laws.

Insurance coverage is an employee benefit. There is no right to coverage for employees or their families. Nothing herein shall bind the County to provide insurance or to provide any particular type or level of insurance coverage to employees or their families. The decision to provide insurance coverage and, if provided, the level at which insurance coverage benefits will be provided, shall be made by the County Court, based on the availability of County resources.

Spouses and same-sex domestic partners will be insured in the manner which is most financially advantageous to Crook County. Any additional premium cost to the employee resulting from this change will be borne by the County. Thus, if two married employees apply for full family benefits, the County may assign one employee to the employee-only category for coverage purposes. Any change in marital status or dissolution of domestic partnership will be treated as a qualifying event.

LIFE INSURANCE:

All regular full-time and regular part-time employees (working a minimum of 1280 hours per month) and elected officials are provided life insurance coverage as a means of giving a measure of protection and assistance in the event of the employee's death. At the County's expense, employees and elected officials will be covered with a \$10,000 life insurance policy. This amount can be increased at the expense of the employee or the elected official through a supplemental insurance option. It is the responsibility of each employee and elected official to inform the designated human resources administrator of any change in beneficiaries. Notification means submitting a completed and signed change of beneficiary form to the designated human resources administrator in a timely manner.

When an employee is on an approved leave of absence, the employee may continue insurance benefits coverage during the employee's leave of absence. However, the County is only obligated to pay premiums to maintain insurance benefits coverage for the employee and the employee's eligible dependents if the employee has worked or is on a paid leave status for at least 1280 hours during the pay period or pay periods for which the employee is on a leave of absence.

Upon termination of employment, an employee may continue coverage for life insurance for any remaining portion of the month in which the employee's employment with County ends by paying all applicable premiums.

It is the employee's responsibility to make arrangements with the County to make payments to maintain insurance benefits coverage during any leave of absence or upon termination of employment.

VOLUNTARY LIFE INSURANCE:

All regular full-time and regular part-time employees (working a minimum of 1280 hours per month) can enroll in the Voluntary Life Insurance Plan. The amount of coverage is based on one's age and can be continued after termination as allowed by the Voluntary Life Insurance Plan. The benefit is available to County employees, their spouses or qualifying same-sex domestic partners (at ½ the coverage amount available to employees) and dependents at the employee's expense. Additional information is available upon request from the Human Resources Office and deductions will be taken out of the employee's paycheck.

FLEXIBLE SPENDING ACCOUNT:

Regular full-time and regular part-time employees (128 hours) are eligible for Crook County's Flexible Spending Account (FSA). An FSA allows employees to pay for certain health related expenses and/or dependent care expenses through pre-tax payroll deductions. Eligible expenses include payroll-deducted medical, dental and vision insurance premiums; non-reimbursed health related expenses; dependent care expenses; and other health-related premiums.

401(K) RETIREMENT PLAN:

All regular full-time and regular part-time employees (working 1280 hours per month) are covered by the County Retirement Plan (401-K) and are eligible for enrollment the first of the month after completing their six-month probationary period.

Employee and County contributions under the 401-K plan are prescribed by the County Court.

When an employee is granted a leave of absence as set out in this handbook, the employee can continue his 401-K contributions during his absence if the employee is on paid leave for 1280 hours or has worked 1280 hours during the pay period. If an employee is not on paid leave or has not worked the requisite hours, the County will not contribute to the 401-K plan for that pay period.

The fact that a potential employee is receiving a retirement or disability payment from another unit of government or private employer does not prohibit him or her from working for Crook County under the same terms and conditions as any other employee who is not receiving such a benefit, except to the degree prohibited by law. Thus an employee who is receiving a military retirement may qualify for full-time employment with Crook County and expect to receive the same retirement contribution as all other employees.

VACATION PAY AND VACATION SELL-BACK:

Except for elected officials, to whom this section does not apply, and for Sheriff's Office employees, who receive PTO, regular full-time and regular part-time employees begin to accrue vacation leave on the employee's hire date but may not take accrued vacation leave until the employee has completed at least six months of employment with the County and has received authorization from their supervisor or manager. Vacation time is accrued based on seniority and hours worked as follows:

- Regular employees routinely scheduled to work at least 1280 hours per month but less than 140 hours per month earn vacation leave at the rate of 80% of what a full-time person in their same class and seniority earns;
- Regular employees routinely scheduled to work over 140 hours per month earn full-time vacation leave benefits;
- Employees who work less than 1280 hours per month do not receive accrued vacation benefits;
- In order to change a person's vacation leave accrual, the department manager or supervisor must submit a personnel change notice to the payroll administrator.

The maximum accrual for vacation leave shall be equal to a total of two years vacation leave credit. Vacation leave accumulated in excess of two years vacation leave credit will be forfeited and the employee shall not be entitled to compensation for any forfeited vacation leave.

Vacation leave for regular full-time employees will accrue according to the schedule below. However, the accrual will not be earned nor appear on the employee's pay stub until the successful completion of the review period when the employee becomes a "regular" employee.

Years of Continuous Service	Vacation Accrual (hours per month)
0-3	6.67 Hours
4-10	10.00 Hours
11-16	13.33 Hours
17+	16.67 Hours

Department managers and supervisors will establish appropriate vacation schedules annually and employees will take vacation time as scheduled. Vacation schedules may be amended to meet work emergencies or to grant individual employee requests. Compensatory Time Off (CTO) cannot be taken in conjunction with vacation leave without the prior approval of the department manager or supervisor. The County Judge approves vacations for all department managers and supervisors. Whenever possible, seniority shall prevail where there is a conflict in vacation requests except in conjunction with holidays, when department managers and supervisors shall attempt to rotate consideration for approval of vacation leave among employees.

At least once each calendar year, each employee is required to take five consecutive vacation days, if accrued.

Employees are entitled to "sell" back to the County up to 40 hours of their accrued vacation time once during any fiscal year at the rate of the employee's base pay in effect at the time the leave is sold back. For example an employee whose base pay is \$10.00 an hour can sell his vacation time back to the County for \$10.00 an hour (\$400.00 for 40 hours). An employee may not "sell back" time unless the employee has taken at least five consecutive vacation days during the preceding 365 day period.

Vacation time does not accrue when an employee is on an unpaid leave. No employee will be granted any time off without pay, no matter how small the increment, until the employee has exhausted all of the employee's accrued and unused paid leave, including holiday pay, vacation leave, CTO and, if applicable, sick time.

Employees who transfer to or are appointed to another department take their accrued vacation time with them and the accrued time is assumed by the new department. When an employee is elected to or is appointed to fill an elected County office, the employee will be paid for his or her accrued vacation time prior to assuming office.

Terminated employees will be paid for their accrued and unused vacation time at the time of separation. Because an employee is not eligible for vacation during the first six months

of employment, an employee who terminates employment during the first six months will not be paid for any vacation time.

HOLIDAYS:

The following days are paid holidays for all regular full-time and part-time employees, with the exception of Sheriff's Office employees, who receive PTO.

- New Year's Day (January 1)
- Martin Luther King Day (Third Monday in January)
- Presidents' Day (Third Monday in February)
- Memorial Day (Last Monday in May)
- Independence Day (July 4)
- Labor Day (First Monday in September)
- Veterans' Day (November 11)
- Thanksgiving Day (Fourth Thursday in November)
- Day after Thanksgiving Day (Fourth Friday in November)
- Christmas Day (December 25)
- Floating Holiday (at management's discretion, available to those who have completed at least six months of employment and work 1280 or more hours per month) to be used during the fiscal year payroll period (July 1 through June 30). Floating holiday does not accrue – if it is not taken during the fiscal payroll year it is forfeited. Employees are not entitled to compensation for any unused Floating Holiday.
- Additional holidays as may be determined by the Court

For pay purposes, when a holiday falls on Sunday, the following Monday is considered the holiday. If a holiday falls on Saturday, the preceding Friday is considered the holiday.

With a minimum of 21-days advanced notice, employees who served on active duty in the Armed Forces for at least six months and received an honorable discharge, may take Veterans Day off. If granting the day off would cause either undue hardship or significant economic or operational disruption to the County, the request for Veterans Day off may be denied. Should either of these two circumstances be the case, qualified employees may take an alternative day off; this day off will be granted prior to the following Veterans Day. A minimum of 14 days prior to Veterans Day, the employee will be notified whether the request was granted, and at the discretion of Crook County. Employees serving as reserve National Guard members who have not deployed, or otherwise served on active duty for at least six months, are not qualified under this policy to take Veterans Day off. Employees may be required to provide eligibility documents proving their veteran status. Pursuant to Crook County's policy on

'UNPAID TIME OFF,' unpaid time off for Veterans Day may only be authorized if the employee has no remaining accrued and unused vacation time, CTO, PTO, personal holiday leave time or other paid leave time available to them.

Full-time employees shall be compensated at the straight-time rate of 8 hours for each recognized holiday. Part-time employees who work 12~~80~~ hours or more per month will be compensated at the straight-time rate on a pro-rated basis for each recognized holiday that falls on their regularly scheduled workday.

Employees who work less than 12~~80~~ hours per month, temporary employees and seasonal employees do not receive holiday pay.

Work performed by an employee on a holiday that falls on a regularly scheduled work day of the employee will be considered overtime work. Non-exempt employees who work on such holidays shall be granted Compensatory Time Off or overtime pay for the hours worked in addition to their regular holiday pay.

UNPAID TIME OFF:

Employees are hired with the expectation that they will contribute a certain number of hours per month to a given position in exchange for a wage and certain benefits. It is assumed that the job for which a person has been hired is a needed position and that the hours of work required to fulfill that job are necessary for the successful operation of the County.

All regular, full-time employees of Crook County are provided with a vacation package and sick time. In addition, employees have options under the Federal and Oregon Family Medical Leave Acts (FMLA/OFLA) or other applicable laws and County policies for taking unpaid time to deal with personal and family medical situations. Therefore, there are few circumstances that would warrant taking additional unpaid time off. However, there may be extraordinary circumstances which may warrant a grant of unpaid leave. The following policy will govern requests for unpaid leave for those employees who are not entitled to by law, other County policies, or as part of a collective bargaining agreement to take unpaid leave.

Whenever unpaid leave, not otherwise required by law or County policy, is requested, the employee shall submit a written request in advance to his or her supervisor stating the reason(s) for such leave, when the leave is to be taken and how much leave is requested. The request shall include the total number of hours of leave per pay period requested and how many hours the employee plans to work during each pay period when unpaid leave will be taken.

Unpaid leave may only be authorized if an employee has no remaining accrued and unused vacation time, sick time, CTO, personal holiday leave time or other paid leave time available to the employee.

The employee's supervisor shall review requests for unpaid leave, and if he or she approves, shall forward the request to the County Judge for his or her concurrence. A decision by the supervisor or the County Judge to deny unpaid leave is final.

If the request for unpaid leave is approved by the supervisor and County Judge, the approved request shall be forwarded to the payroll office. In accordance with County policies, the payroll office shall make adjustments in benefits as follows:

- If as a result of a grant of unpaid leave, an employee's total hours worked during a given pay period are reduced to less than 1280, the employee will not be eligible to receive a 401-K contribution for that pay period.
- If as a result of a grant of unpaid leave, an employee's total hours worked during the pay period are reduced to less than 1280 hours, the employee will accrue no sick leave for that pay period.
- If as a result of a grant of unpaid leave, an employee's total hours worked during the pay period fall below 1280, he or she will not accrue vacation time for that pay period. If as a result of a grant of unpaid leave his or her total hours will fall below 140 but more than 1280, he or she will accrue vacation on the pro-rated basis of what a full time employee would accrue.
- Unless otherwise required by FMLA or other provisions of law, if, as a result of a grant of unpaid leave, an employee's total hours worked during the pay period falls below 1280 hours, he or she is not eligible to have his or her medical, dental or vision insurance continued for that pay period at County expense, but he or she may pay to the County in advance of his or her leave the premium cost of such insurance and continue his or her coverage during the pay period involved.



Pioneer Truckweld Inc.

4355 TURNER ROAD SE
 SALEM, OR 97317
 Phone: 503-585-9353
 Fax: 503-585-0908

Quotation

Quote CROOK COUNTY ROAD DEPARTMENT
 To: 1306 N MAIN STREET
 Prineville, OR 97754
 United States

Quote Number:	12052	Contact:	JAMES STANIFORD
Quote Date:	08/15/2022	Expires:	09/14/2022
Customer:	CROOK COUNTY	Inquiry:	
Salesman:	CHRIS FOSTER	Terms:	UNKNOWN...
Ship Via:	best way	Phone:	
		FAX:	
		Delivery:	TBD

Thank you for the opportunity to submit this quote. All pricing and terms are valid for 30 days from quote date.

Monroe is estimating a ship date of 390 DAYS after the order is received

Estimated incoming freight \$5000-\$7500 . Will get a firmer cost closer to ship date

Item	Part Number Description	Revision	Quantity	Price
1	MP312 MONROE PLOW,10GA,2 CHAIN LIFT FIXED ANGLE,FALLS STYLE 27-1/2" INTAKE HEIGHT, 60" DISCHARGE HEIGHT, 12' CUTTING EDGE LENGTH 10 GAUGE ROLL FORMED MOLDBOARD FIVE 1/2" FLAME CUT ONE-PIECE RIBS 2"x3"x3/8" TOP ANGLE, 4"x4"x3/4" BOTTOM ANGLE 3"x3"x1/2" HORIZONTAL MOLDBOARD BRACING ANGLES 3/8" LANDSLIDE PLATE NOSE GUARD DUAL HEAVY DUTY COMPRESSION TRIP SPRING ASSEMBLIES FOR FULL MOLDBOARD TRIP ADJUSTABLE MOLDBOARD PITCH WITH 9 POSITIONS FROM 9 DEGREES TO 35 DEGREES 5/8"x8" TOP PUNCHED CUTTING EDGE HEAVY DUTY FIXED ANGLE TUBULAR PUSH FRAME MOLDBOARD AND PUSH FRAME ARE 100% BLADE AASHTO HOLE PATTERN (INSTALLED) STANDARD PLOW IS POWDER COATED WITH THE MOLDBOARD ORANGE AND A BLACK PUSH FRAME ALSO INCLUDES: - RUBBER SNOW DEFLECTOR - 42" CABLE MARKERS - OSCILLATING MUSHROOM SHOES - PAIR OF MOLDBOARD SHOES - 30.5" SWIVEL PLATE PIN HITCH		1	\$13,599.0000 /EA
2	00056464 MONROE HITCH,TP,FLAT PL/PIN,30.5,TILT OREGON,2009 - 4X10 SA LIFT CYLINDER		1	\$5,386.0000 /EA

Item	Part Number Description	Revision	Quantity	Price
3	MCV-168-84-56,MS,10/7,50:1 2.0DR MONROE SANDER 14' LENGTH 84" WIDTH 56" HEIGHT MILD STEEL CONSTRUCTION 10 GAUGE HOPPER 7 GAUGE LONGSILLS CONVEYOR CHAIN: 3/8" X 1-1/2" BARS CONVEYOR CHAIN SPACING: 4.5"CC 6.3CI WHITE HYDRAULIC MOTOR KIT NO SPEED SENSOR 50:1 DRIVE KIT 2" DRIVE AND IDLER SHAFTS HEATED SIDES ALSO INCLUDES: - MS INVERTED V - TOP GRATES - MS SPINNER WITH POLY DISC - WINCH KIT - MS ADJUSTER KIT - BEARING GREASE EXTENSIONS - MS LATCH KIT - CHAIN BINDER KIT - SPINNER LIGHT		1	\$34,986.0000 /EA
4	MONROE SANDER OPTIONS MONROE SANDER OPTIONS -		1	\$0.0000 /EA
5	MCV LIGHT KIT MONROE SANDER LIGHT KIT,MV/MSV,MS,LED,TOVAR,SST,7 MARKES,2 OVAL AMBER STR		1	\$1,705.0000 /EA
6	MCV LADDER KIT MONROE SANDER LADDER KIT,MCV,RR MT,MS SWING- UP,14"W		1	\$1,019.0000 /EA
7	MCV LEG KIT MONROE SANDER LEG KIT,V- BOX,SPIDER,20DEG MS,RR LEG SLANT		1	\$4,268.0000 /EA
8	MCV SPILL SHEILD MONROE SANDER SPILL SHIELD KIT,MCV,SIDE 14'x24.00 RBR,MS		1	\$1,550.0000 /EA
9	LDS-333 MONROE Liquid Dispensing Electric LDS System PRE- WET KIT,LDS-333,12VDC,3GPM (2) 1GPM NOZZLES INCLUDES: 3 GPM ELECTRIC PLUMBING KIT 2 NOZZLES 1GPM EACH CONTROL AND HARNESS ALSO INCLUDES: - (2) 100GAL TANK KIT - ENCLOSURE KIT (LH) - CROSS OVER KIT - BULK FILL - FLUSH KIT - REMOTE VENT KIT - LOW LEVEL SENSOR - LOW PRESSURE SHUT-OFF		1	\$5,406.0000 /EA
			Total:	\$67,919.00

By Lance Guensch
Pioneer Truckweld Inc.



INVOICE

Remit to:
PO Box 743077
Los Angeles, CA 90074-3077

2475 NW Concl Blvd, Redmond, OR 97756
541-699-5400 Fax: 541-610-1737 888-958-9982

DATE ENTERED	YOUR ORDER NO.	DATE SHIPPED	INVOICE DATE	INVOICE NUMBER
03 AUG 22		03 AUG 22		015281

ACCOUNT NO. 24566
 S CROOK COUNTY ROAD DEPT
 L 1306 N MAIN ST
 T PRINEVILLE, OR 97754
 O
 S H CROOK COUNTY ROAD DEPT
 P 1306 N MAIN ST
 T PRINEVILLE, OR 97754
 O

PAGE 1 OF 1

08:04:50

ORD	SHIP	QTY	PART NUMBER	DESCRIPTION	LIST	NET	AMOUNT
1	1	0	30-60-12SLT	HENKE FUNN	7780.00	3072.94	13,072.94
1	1	0	6081340M	1" X 6" SPRI	4240.00	1995.29	1,995.29
1	1	0	LPLF30-31	UNIVERSAL	6120.00	2985.37	2,985.37
				FREIGHT	3000.00		
				***** INVOICE QUOTE - DO NOT PAY *****			

CORE RETURNS TO BE MADE WITHIN 30 DAYS IN THE ORIGINAL BOX AND SUBJECT TO INSPECTION. CUSTOMER MUST HAVE ORIGINAL INVOICE WHEN RETURNING PARTS. ELECTRICAL, BROKEN KITS AND SPECIAL ORDER PARTS ARE NON-RETURNABLE. A 25% RESTOCKING FEE WILL APPLY TO ALL RETURNS. ALL SPECIAL ORDER PARTS REQUIRE 25% DOWN PAYMENT.

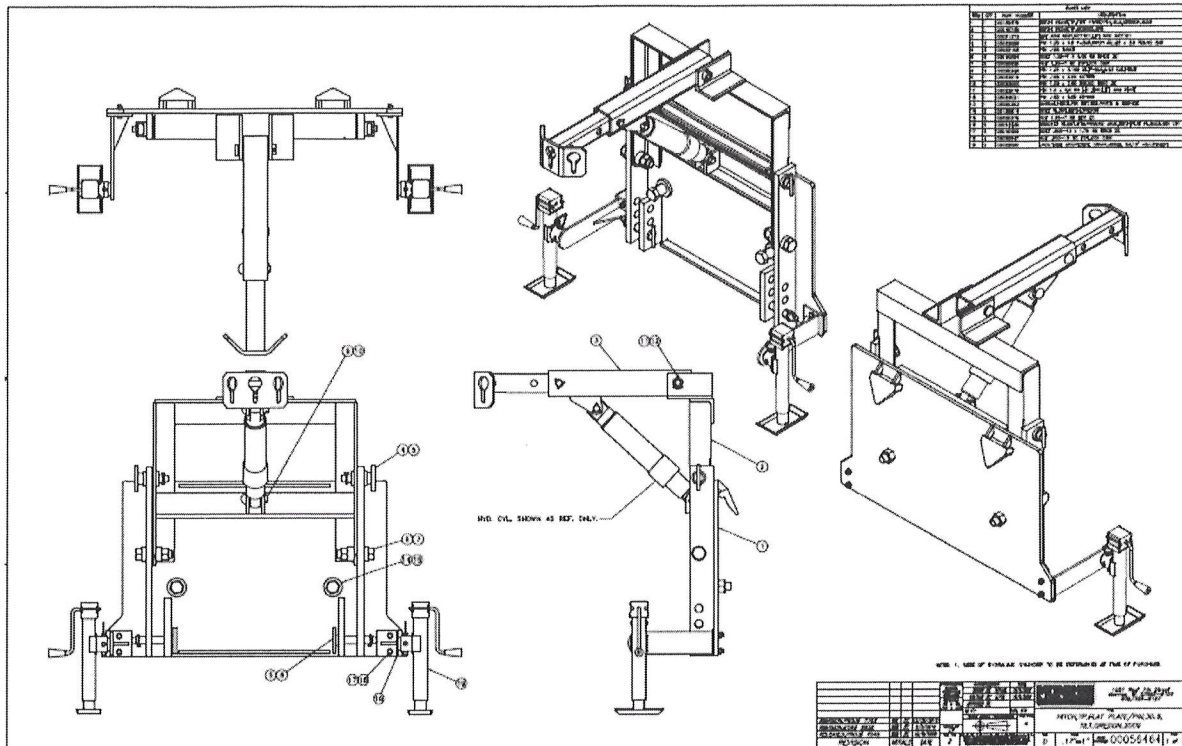
PARTS	18,053.60
SUBLET	3,000.00
FREIGHT	80.00
SALES TAX / EST CAT.	
TOTAL	\$21,133.60

CUSTOMER COPY

42,267.20 Feb 2

Copyright 2019 CDK Global, LLC

ODOT ADAPTER HITCH



Description:
 Model: Flat Plate/Pin 30.5,Tilt, Oregon
 Lift Arm: adjustable
 Hitch: ODOT adapter hitch w/jacks
 Lift Cylinder: 4X10 w/2" rod

60-90 days
 \$42,267.20

Crook County Counsel's Office

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

• Phone: 541-416-3919

Physical: 301 NE 3rd St., Ste 200, Prineville, OR 97754

• Fax: 541-447-6705



MEMO

TO: Crook County Court

FROM: John Eisler

DATE: August 19, 2022

RE: Airport Tractor Purchase
Our File No.: Airport 49

Last month the County accepted a grant from the Oregon Department of Aviation through their Aviation System Action Program for a 90% match, up to \$94,500, to procure critical airport equipment required to safely maintain runways. The critical airport equipment in this case is a tractor and loader to help keep the runways clear of snow and debris. Pursuant to our procurement rules, three bids were obtained (C&B's quote is marked as confidential and thus not included in the packet):

- C&B Operations, LLC: John Deere 5115M PowrQuad + 540M Loader - \$122,000
- Pape Machinery, Inc.: John Deere 5115M PowrQuad + 540M Loader - \$94,749.51
- N&S Tractor: Case IH Farmall 120U + Case IH L103 + HLA 3500 - \$111,059.45

This is an intermediate procurement, which under CCC 3.12.060(2), should be awarded to the offeror whose quote will best serve the interest of the County, taking into account price as well as other considerations. Both the John Deere and Case IH Farmall tractors are sufficient for the Airport's purposes. The main distinguishing factor here is price. Thus, Pape's offer of \$94,749.51 represents the best value to the County. Airport Manager Kelly Coffelt recommends approval of the Pape Machinery offer.

Please let me know if you have any questions.

Please place this memo and the attached document(s) on the Wednesday, September 7, 2022 County Court Agenda as a DISCUSSION ITEM, for approval and signatures.

Approved this 7th day of September 2022.

CROOK COUNTY COURT

Seth Crawford
County Judge

Jerry Brummer
County Commissioner

Brian Barney
County Commissioner

Purchase Agreement

N&S Tractor Madras

541-475-2253 · 36 NW A St Madras, OR 97741

Prepared For: City Of Prineville
Address: 4585 Airport Rd Prineville, OR 97754
Phone: 541-420-3789

Quote Number: Q-120-19952
Presented By: Ross Underwood
Date Prepared: 07/21/2022

Quoted Equipment Overview

New 2021 CASE IH FARMALL 120U

Stock Number: CCA277 **Serial #:** HLRFU120EMLP05184
Engine Hours: 3 **Delivery Included**

Case IH Farmall 120U with Delux HiVis A/C Operator Structure Performane Monitor Premium Air Seat 16x16 SPS 40KP Transmission 2 Mid-Mount Valves with Joystick 2 Speed 540/1000 RPM PTO HD MFD Front Axle with Hyraulic Differential Lock 14.9R24 A8 Front Tires-460/85(18.4)R34 A8 Rear Tires 3 Point Hitch Rear Wet Differential Lock and 4WD Engage Loader Ready 3 Point Hitch 4 LED Work Lights Extended Life Brakes

New order 2022 CASE IH L103

Stock Number: TBD **Serial #:** TBD
Engine Hours: 0 **Delivery Extra**

Case IH L103 Mechanical Self Leveling Loader with 83" Standard Material Bucket and Electrical Interface

New order 2022 HLA 3500

Stock Number: TBD **Serial #:** TBD
Engine Hours: 0 **Delivery Extra**

HLA model 3500 snow pusher. Steel cutting edge. 9 wide. Skid steer quick attach.

Pricing

2021 CASE IH FARMALL 120U:	\$87,520.00
2022 CASE IH L103:	\$16,760.00
2022 HLA 3500:	\$6,150.00

Subtotal:	\$110,430.00
Sales Tax (0.000%):	\$0.00

Subtotal:	\$110,430.00
Tire Tax:	\$0.00
CAT Fee:	\$629.45

Total Price: \$111,059.45

Quote Expires: 07/31/2022

Accepted By: _____

Date: _____

Customer:

Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

- Vendor: Deere & Company
- 2000 John Deere Run
Cary, NC 27513
 - Signature on all LOIs and POs with a signature line
 - Contract name or number; or JD Quote ID
 - Sold to street address (no PO box)
 - Ship to street address (no PO box)
 - Bill to contact name and phone number
 - Bill to address
 - Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate)

For any questions, please contact:**Mckennan Buckner**

Pape Machinery, Inc.
2347 Sw Highway 97
Madras, OR 97741

Tel: 541-475-6116

Fax: 541-475-2075

Email: mbuckner@papemachinery.com

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.

Quote Id: 26908746

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

Pape Machinery, Inc.
2347 Sw Highway 97
Madras, OR 97741
541-475-6116
agmadras@papemachinery.com

Prepared For:
Kelly Coffelt
CROOK COUNTY AIRPORT

Proposal For:
Kelly Coffelt

Delivering Dealer:
Mckennan Buckner

Pape Machinery, Inc.
2347 Sw Highway 97
Madras, OR 97741

agmadras@papemachinery.com

Quote Prepared By:
Mckennan Buckner
mbuckner@papemachinery.com

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580
 UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Pape Machinery, Inc.
 2347 Sw Highway 97
 Madras, OR 97741
 541-475-6116
 agmadras@papemachinery.com

Quote Summary
Prepared For:

Kelly Coffelt
 CROOK COUNTY AIRPORT
 Kelly Coffelt
 4585 SW AIRPORT RD
 PRINEVILLE, OR 97754
 Mobile: 541-420-3789
 kcoffelt@cityofprineville.com

Delivering Dealer:

Pape Machinery, Inc.
 Mckennan Buckner
 2347 Sw Highway 97
 Madras, OR 97741
 Phone: 541-475-6116
 mbuckner@papemachinery.com

This sale is subject to Papé's Terms and Conditions of Sale effective on the date hereof, which are incorporated in full by this reference. The Terms and Conditions of Sale are available at www.pape.com/terms, and will also be sent by mail or e-mail to the purchaser upon request.

Quote ID: 26908746
Created On: 15 June 2022
Last Modified On: 04 August 2022
Expiration Date: 31 August 2022

Equipment Summary

	Selling Price	Qty	Extended
JOHN DEERE 5115M Utility Tractor	\$ 82,991.49 X	1 =	\$ 82,991.49
1 Year Pape Machinery Connected Support Package - Machine Purchased with PowerGard	\$ 1,000.00 X	1 =	\$ 1,000.00
JDLink / Ops Center Data Review - 1 Year CSP	\$ 0.00		
JDLink - John Deere Operations Center Setup/Training/Orientation - 1 Year CSP	\$ 0.00		
Service ADVISOR Remote, Expert Alerts, and Remote Programming - 1 Year CSP	\$ 0.00		
In-Season Connected Support - 1Year CSP	\$ 0.00		
AMS Software Updates - 1 Year CSP	\$ 0.00		
PowerGard Protection Plan	\$ 764.00 X	1 =	\$ 764.00

Contract: OR Lawn and Grounds Maint Equip 1744 (PG 25 CG 22)

Price Effective Date: June 7, 2021

Sub Total

\$ 84,755.49

JOHN DEERE 540M Loader

\$ 9,994.02 X 1 = \$ 9,994.02

Contract: OR Lawn and Grounds Maint Equip 1744 (PG 25 CG 22)

Price Effective Date: June 7, 2021

Salesperson : X _____

Accepted By : X _____



ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Pape Machinery, Inc.
2347 Sw Highway 97
Madras, OR 97741
541-475-6116
agmadras@papemachinery.com

Equipment Total **\$ 94,749.51**

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 94,749.51
Trade In	
SubTotal	\$ 94,749.51
Est. Service Agreement Tax	\$ 0.00
Total	\$ 94,749.51
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 94,749.51

Salesperson : X _____

Accepted By : X _____

Selling Equipment

Quote Id: 26908746 Customer Name: CROOK COUNTY AIRPORT

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580
 UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Pape Machinery, Inc.
 2347 Sw Highway 97
 Madras, OR 97741
 541-475-6116
 agmadras@papemachinery.com

JOHN DEERE 5115M Utility Tractor

Hours:

Stock Number:

Contract: OR Lawn and Grounds Maint Equip 1744 (PG 25
 CG 22)

Selling Price *
 \$ 82,991.49

Price Effective Date: June 7, 2021

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
254CLV	5115M Utility Tractor	1	\$ 76,922.00	20.00	\$ 15,384.40	\$ 61,537.60	\$ 61,537.60
Standard Options - Per Unit							
0202	United States	1	\$ 0.00	20.00	\$ 0.00	\$ 0.00	\$ 0.00
0409	ENGLISH	1	\$ 0.00	20.00	\$ 0.00	\$ 0.00	\$ 0.00
1390	32F/16R PowrReverser™ Hi-Lo (40k)	1	\$ 1,835.00	20.00	\$ 367.00	\$ 1,468.00	\$ 1,468.00
2060	Premium Cab	1	\$ 14,546.00	20.00	\$ 2,909.20	\$ 11,636.80	\$ 11,636.80
2120	Air Suspension seat	1	\$ 919.00	20.00	\$ 183.80	\$ 735.20	\$ 735.20
2410	Instructional Seat with Seat-belt	1	\$ 605.00	20.00	\$ 121.00	\$ 484.00	\$ 484.00
2511	Mirror Telescopic LH & RH	1	\$ 330.00	20.00	\$ 66.00	\$ 264.00	\$ 264.00
3025	Corner Post Deluxe Exhaust	1	\$ 653.00	20.00	\$ 130.60	\$ 522.40	\$ 522.40
3326	3 Mechanical Stackable Rear SCV	1	\$ 959.00	20.00	\$ 191.80	\$ 767.20	\$ 767.20
3430	3 Stackable Mid SCVs with Mechanical Joystick Control	1	\$ 837.00	20.00	\$ 167.40	\$ 669.60	\$ 669.60
3820	Two Speed PTO - 540/540E	1	\$ 0.00	20.00	\$ 0.00	\$ 0.00	\$ 0.00
4030	Electronic Hitch Control with Remote Control on LH Fender	1	\$ 514.00	20.00	\$ 102.80	\$ 411.20	\$ 411.20
4110	Telescoping Draft Links with Ball End - Cat.2	1	\$ 0.00	20.00	\$ 0.00	\$ 0.00	\$ 0.00
4160	LH Only Adjustment Lift Link	1	\$ 0.00	20.00	\$ 0.00	\$ 0.00	\$ 0.00
4210	Mechanical Center Link with Ball Ends - Cat. 2	1	\$ 0.00	20.00	\$ 0.00	\$ 0.00	\$ 0.00
4420	LH & RH Stabilizer Bar	1	\$ 0.00	20.00	\$ 0.00	\$ 0.00	\$ 0.00
5133	460/85R30 (18.4R30) R1W Radial	1	\$ 0.00	20.00	\$ 0.00	\$ 0.00	\$ 0.00



Selling Equipment

Quote Id: 26908746

Customer Name: CROOK COUNTY AIRPORT

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Pape Machinery, Inc.
2347 Sw Highway 97
Madras, OR 97741
541-475-6116
agmadras@papemachinery.com

5999	No Rear Tire Brand Preference	1	\$ 0.00	20.00	\$ 0.00	\$ 0.00	\$ 0.00
6040	MFWD Front Axle	1	\$ 0.00	20.00	\$ 0.00	\$ 0.00	\$ 0.00
6203	320/85R24 (12.4R24) R1W Radial	1	\$ 0.00	20.00	\$ 0.00	\$ 0.00	\$ 0.00
6799	No Front Tire Brand Preference	1	\$ 0.00	20.00	\$ 0.00	\$ 0.00	\$ 0.00
8910	Loader Preparation Package	1	\$ 1,869.00	20.00	\$ 373.80	\$ 1,495.20	\$ 1,495.20
	Standard Options Total		\$ 23,067.00		\$ 4,613.40	\$ 18,453.60	\$ 18,453.60
Dealer Attachments/Non-Contract/Open Market							
SJ14958	Beacon Light Kit	1	\$ 129.10	20.00	\$ 25.82	\$ 103.28	\$ 103.28
BSJ10163	Floodlamp/Work Lights, LED, (4 Lights)	1	\$ 554.40	20.00	\$ 110.88	\$ 443.52	\$ 443.52
BSJ10325	LED HEADLIGHTS	1	\$ 473.00	20.00	\$ 94.60	\$ 378.40	\$ 378.40
BSJ10416	Auxiliary Loader Light Kit	1	\$ 953.70	20.00	\$ 190.74	\$ 762.96	\$ 762.96
BSJ10442	Backup Alarm Kit	1	\$ 203.50	20.00	\$ 40.70	\$ 162.80	\$ 162.80
DZ102076	Engine Block Heater (120V)	1	\$ 186.66	20.00	\$ 37.33	\$ 149.33	\$ 149.33
	Dealer Attachments Total		\$ 2,500.36		\$ 500.07	\$ 2,000.29	\$ 2,000.29
Value Added Services							
	1 Year Pape Machinery Connected Support Package - Machine Purchased with PowerGard	1	\$ 1,000.00			\$ 1,000.00	\$ 1,000.00
	PowerGard Protection Plan	1	\$ 764.00			\$ 764.00	\$ 764.00
	Value Added Services Total		\$ 1,764.00			\$ 1,764.00	\$ 1,764.00
Other Charges							
	Customer Setup	1	\$ 1,000.00			\$ 1,000.00	\$ 1,000.00
			\$ 1,000.00			\$ 1,000.00	\$ 1,000.00
	Suggested Price						\$ 84,755.49
Total Selling Price			\$		\$ 20,497.87	\$ 83,991.49	\$ 84,755.49
			104,489.36				

JOHN DEERE 540M Loader

Selling Equipment

Quote Id: 26908746 **Customer Name:** CROOK COUNTY AIRPORT

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

 Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580
 UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

 Pape Machinery, Inc.
 2347 Sw Highway 97
 Madras, OR 97741
 541-475-6116
 agmadras@papemachinery.com

Equipment Notes:
Hours:
Stock Number:
Selling Price *
Contract: OR Lawn and Grounds Maint Equip 1744 (PG 25 CG 22)

\$ 9,994.02
Price Effective Date: June 7, 2021

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
14C0P	540M Loader	1	\$ 10,670.00	22.00	\$ 2,347.40	\$ 8,322.60	\$ 8,322.60
Standard Options - Per Unit							
0202	United States	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
0409	English	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
0500	Less package	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
1995	Less mounting frame	1	\$ -1,594.00	22.00	\$ -350.68	\$ -1,243.32	\$ -1,243.32
2523	540M Mechanical self-leveling (MSL) farm loader - Three-function	1	\$ 1,381.00	22.00	\$ 303.82	\$ 1,077.18	\$ 1,077.18
3555	Three-function hoses and parts	1	\$ 211.00	22.00	\$ 46.42	\$ 164.58	\$ 164.58
4557	3-Function Single Point Hydraulic Connection (Tractor Half and Loader Half)	1	\$ 1,015.00	22.00	\$ 223.30	\$ 791.70	\$ 791.70
5995	Less hood guard	1	\$ -462.00	22.00	\$ -101.64	\$ -360.36	\$ -360.36
6995	Less ballast box	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
7610	Global carrier	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
8230	2150-mm (85-in.) global heavy-duty bucket with grapple brackets	1	\$ 438.00	22.00	\$ 96.36	\$ 341.64	\$ 341.64
Standard Options Total			\$ 989.00		\$ 217.58	\$ 771.42	\$ 771.42
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Other Charges							
	Customer Setup	1	\$ 900.00			\$ 900.00	\$ 900.00
			\$ 900.00			\$ 900.00	\$ 900.00



Selling Equipment

Quote Id: 26908746 Customer Name: CROOK COUNTY AIRPORT

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Pape Machinery, Inc.
2347 Sw Highway 97
Madras, OR 97741
541-475-6116
agmadras@papemachinery.com

Suggested Price		\$ 9,994.02	
Total Selling Price	\$ 12,559.00	\$ 2,564.98	\$ 9,994.02



Extended Warranty Proposal

PowerGard™ Protection Plan

TRACTORS					
Date : August 4, 2022					
Machine/Use Information		Plan Description		Price	
Manufacturer	JOHN DEERE	Plan Type:	New	Deductible:	\$ 250
Equipment Type	TRACTORS	Coverage:	Limited	Quoted Price	\$ 764.00
Model	5115M	Total Months:	36		
Country	US	Total Hours:	1500	Date Quoted	July 28, 2022
MFWD/Tracks	N				
Scrapper Use					
<small>THIS PROPOSAL IS VALID FOR 30 DAYS FROM DATE ISSUED. GRACE pricing is only good during the first 95 days or 100 hours of ownership for new Gator Utility Vehicles and Golf and Turf equipment during the John Deere basic warranty period. After this period, DELAYED pricing can be purchased up to the first 12 months or 300 hours with an applied surcharge. The Total Months and Hours listed above include the John Deere Basic Warranty of 24 months or unlimited hours for Golf and Turf products. Most Gator Utility Vehicles have a John Deere basic warranty of 12 months or 1000 hours. Limited Plan coverage = Engine and Powertrain only. Comprehensive Plan coverage = Full Machine.</small>					

PowerGard Protection Proposal Prepared for:

I have been offered this extended warranty and

Customer Name - Please Print

I ACCEPT the PowerGard Protection

I DECLINE the PowerGard Protection

Customer Signature

If declined, I fully understand that my equipment listed above is not covered for repair expenses due to component failures beyond the original basic warranty period provided by John Deere.

Note : This is not a contract. For specific PowerGard Protection coverage terms and conditions, please refer to the actual PowerGard Protection Plan contract for more information and the terms, conditions and limitations of the agreement.

What PowerGard Protection is :

The PowerGard Protection Plan is an **extended warranty** program for reimbursement on parts and labour for covered components that fail due to faulty material or original workmanship that occur beyond the John Deere Basic Warranty coverage period. The agreement is between Deere & Company and the owners of select John Deere Commercial and Agricultural equipment, who purchase the PowerGard Plans for the desired coverage as indicated in this proposal.

What PowerGard Protection is not :

PowerGard Protection is **not insurance**. It also does not cover routine maintenance or high wear items, or insurance-related risks/perils such as collision, overturn, vandalism, wind, fire, hail, etc. It does not cover loss of income or loss of value of crops during or after an equipment failure. See the actual product-specific PowerGard Protection Plan agreement for a complete listing of covered components, and limitations and conditions under the program.



Features/Benefits:

PowerGard protection include the following features and benefits under the program :

- Pays for parts and labour costs incurred on failed covered components (less any applicable deductibles),
- Does not require pre-approval before repairs are made by the authorized John Deere dealership,
- Payments are reimbursed directly to the dealership with no prepayment required by the contract holder.
- PowerGard Protection agreements ensure that only Genuine John Deere Parts are used in all repairs,
- PowerGard coverage is fully transferable to future owners, with no transfer fees when coverage remains,
- PowerGard ensures higher resale value and makes equipment more marketable during the sale or trade-in,
- PowerGard allows you to budget your total cost of ownership, with financing available through John Deere Credit or other sources,
- PowerGard helps prevent large,unexpected repair bills during later years of equipment ownership,in exchange for a smaller protection fee up front.



JDLink Account Setup Form

THIS FORM MUST BE TURNED IN TO REGION SALES ADMINISTRATOR AT THE TIME OF SETTLEMENT.

Territory Manager

CSA

Machine Serial Number

Company/Customer Name

Business Address

Phone

JDLink Admin Information

First Name

Last Name

E-mail Address

Ask customer if they have an existing MyJohnDeere/JDLink Account

Sales Admin Initials

MJD/JDLink Username

Opt Out of Active Data Monitoring

Terminate the collection or sharing of JDLink data for use in monitoring or diagnosing or providing service solutions.

By signing you agree to cancel subscriptions, disengage the data collection modules, and are deactivating your machine permanently.

Signature

Date

SALES ADMINISTRATOR MUST SUBMIT COMPLETED FORM WITH SETTLEMENT PAPERWORK.

TERMS AND CONDITIONS OF SALE

TERMS AND CONDITIONS OF SALE: Sales Orders are based on the terms and conditions stated herein. Unless otherwise provided on the face hereof, offers are good for acceptance for a period of 30 days from the date hereof. An order by the Buyer shall constitute an acceptance of the terms and conditions herein proposed. If, and only if, no offer of sale is issued by Seller, then the invoice shall be deemed: an acceptance of the Buyer's order; a written confirmation; and a final, complete, and exclusive written expression of the agreement between Seller and Buyer. Buyer is hereby notified that additional or different terms from those contained herein are objectionable.

1. Taxes. Buyer shall pay all local, state, and federal taxes arising from or related to any sale or lease to which this document relates, except for taxes upon or measured by net income of Seller.

2. Delivery. Stated or promised delivery dates are estimates only based upon Seller's best judgment and Seller shall not be responsible for deliveries later than promised regardless of the cause. Delivery periods are projected from the date of receipt of any order by Seller, but if equipment to be furnished by Seller is to be manufactured specifically to fill a particular order, delivery periods will be projected from the date of Seller's receipt of complete manufacturing information. If the furnishing of equipment on orders accepted by Seller is hindered or prevented by public authority or by the existence of war or other contingencies, including, but not limited to, shortage of materials, fires, labor difficulties, accidents, delays in manufacture or transportation, acts of God, embargoes, inability to ship, inability to insure against war risks or substantially increased prices or freight rates, or other causes beyond Seller's control, the obligation to fill or complete such orders shall be excused by Seller's option.

3. Transportation and Claims. Prices quoted are net F.O.B. point designated in writing by Seller. When no F.O.B. point is designated in writing by Seller, prices for new equipment shall be deemed to be net F.O.B. point of manufacture and prices for all other equipment shall be deemed to be F.O.B. Seller's place of business at which the order for the equipment is accepted. When transportation is allowed, the price charged will be adjusted to reflect the lowest transportation rates in effect at the time of shipment even though such rates may differ from those quoted by Seller. Seller's responsibility for the equipment shall cease and all risk of loss shall become the Buyer's upon delivery of the equipment to the first carrier for shipment to the Buyer or his consignee, even though such delivery shall be made prior to the arrival of the equipment at the F.O.B. point designated, and any and all claims for shortages, deliveries, damages or non-delivery must be made by the Buyer or his consignee to the carrier. Seller shall in no event be responsible for shortages in shipments unless notice of such shortage is given in writing to Seller within 15 days after receipt of shipment.

4. Payment and Security. Buyer agrees to pay in full for the equipment at time of delivery. Buyer agrees to pay the late charge on any past due balance at the rate of 18% per annum. The signator warrants that he/she has authority to execute this order on behalf of any party for whom he/she signs, and that such party has the power to enter into this agreement and perform its terms. As security for all of Buyer's obligations to Seller, Buyer grants to Seller a security interest in the equipment and authorizes Seller to file all documents necessary to perfect Seller's security interest. The security interest granted hereunder is in addition to any other rights available to Seller, and Seller shall have all of the rights and remedies available to a secured party under the Uniform Commercial Code, all of which are cumulative. Throughout the duration of Seller's security interest, Buyer shall keep the equipment fully insured against theft and loss or damage by fire and other casualty as Seller may from time to time require in accordance with such terms as Seller may require.

5. Buyer to Furnish. Performance by Seller is subject to the Buyer furnishing a satisfactory credit rating certificate, letter of credit, evidence of financing, or any other similar papers necessary for the satisfactory completion of such order.

6. Laws Governing. All orders will be governed by the laws of the State of Oregon.

7. Assignment. The right to any monies due or to become due hereunder may be assigned by Seller, and Buyer, upon receiving notice of such assignment, shall make payment as directed.

8. Limitations of Warranties. If "NEW" warranty is indicated on the reverse side or if new equipment is purchased hereunder, all warranties are strictly given only by the manufacturer. Copies of manufacturer's warranty can be obtained from Seller. If "USED" warranty is indicated on the reverse side, Seller hereby warrants to Buyer that the equipment or components thereof designated on the reverse side, shall be free under normal use and service from defects in material and workmanship for the period shown, commencing on the date of delivery. Buyer's exclusive remedy for breach of the limited warranty shall be the repair or replacement of the warranted equipment without charge to Buyer when returned at Buyer's expense to the Seller's facility where the equipment was purchased, with proof of purchase. Buyer must give notice of any warranty claim not later than 7 days after the expiration of the warranty period and must return the equipment to Seller for repair or replacement no later than 30 days after expiration of the warranty period. Any action against Seller for breach of the limited warranty must be commenced within one year after the date of delivery of the equipment. Seller's warranty does not extend to any defect, claim, or damage attributable to the failure to operate and/or maintain the equipment in accordance with the manufacturer's specifications, or due to the failure to operate or maintain the equipment in accordance with any recommendations of Seller. If "AS IS" is indicated on the reverse side, no warranty of any kind is being given and the equipment is being sold with all faults. **THE WARRANTIES IN THIS PARAGRAPH AND ON THE REVERSE SIDE ARE THE EXCLUSIVE WARRANTIES GIVEN BY SELLER AND SUPERSEDE ANY PRIOR, CONTRARY, OR ADDITIONAL REPRESENTATIONS, WHETHER ORAL OR WRITTEN. SELLER HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES OTHERWISE ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. SELLER SHALL NOT BE LIABLE FOR ANY LOSS, INJURY, OR DAMAGE TO PERSONS OR PROPERTY RESULTING FROM THE FAILURE OR DEFECTIVE OPERATION OF THE EQUIPMENT; NOR WILL SELLER BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND SUSTAINED FROM ANY CAUSE.** This exclusion applies regardless of whether such damages are sought for breach of warranty, breach of contract, negligence, or strict liability in tort or under any other legal theory.

9. Rental Purchase Option. If rental purchase option (RPO) is granted in any addendum, the purchase price shall be tendered to Seller coincidentally with the exercise of the purchase option provided that Buyer is not then in default in performing all of the terms and conditions of lease with Seller.

10. Notice. This paragraph shall serve as notice that The Papé Group, Inc. has assigned its rights to sell its rental equipment (as may be described in this sales order) and its rights to sales proceeds (including "trade-in assets" related thereto) to North Star Deferred Exchange as part of an IRC Sec. 1031 exchange.

11. Attorneys Fees. In the event suit or action is instituted against Buyer on account of or in connection with or based upon the terms hereof, the Buyer agrees to pay, in addition to the costs and disbursements provided by law, such sum as the court may adjudge reasonable attorney's fees in both the trial and appellate courts, or in connection with any bankruptcy proceeding.

12. Entire Agreement. The foregoing and any addendum shall constitute the complete and exclusive agreement between the parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions, guarantees, or obligations whatsoever, either expressed or implied, other than as herein set forth or provided for shall be binding on either party. Each party may transmit its signature by facsimile to the other party and such facsimile signatures shall have the same force and effect as an original signature.

Notice: When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board In-Use Off-road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants. For more information, please visit the California Air Resources Board website at:

<http://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm>.

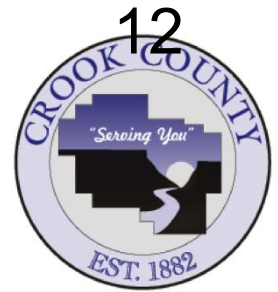
Crook County Counsel's Office

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

• Phone: 541-416-3919

Physical: 267 NE 2nd St., Ste 200, Prineville, OR 97754

• Fax: 541-447-6705



MEMO

TO: Crook County Court

FROM: John Eisler, Asst. County Counsel

DATE: August 31, 2022

RE: Formation of Flat Rock Road District and Dissolution of Prior District
Our File No.: Clerk 79(A)

Enclosed is an Order establishing the Flat Rock Road District (Order) and a resolution for the dissolution of the Flat Rock Road Maintenance Association Special Road District (Resolution). Some quick background: the County Court created the prior district in 2018 without taxing power. The prior district later realized that it needed taxing power to fund its objectives, however a special district created without taxing power cannot later add that to its abilities. Thus, the various stakeholders came to us last year to create a new district with taxing power. The new district would replace the old district and the old district would then be dissolved.

Because the new district would have taxing power, it had to go to a vote of the electors of the district. The first vote in November of 2021 tied 1 to 1. Because the measure did not receive a majority of votes in favor, pursuant to statute, the County Court dismissed the petition for the new district.

That vote was subsequently challenged in circuit court and set aside as the “no” vote did not appear. A special election was then held in May of this year, and the vote passed six to three.

Accordingly, the documents before you effectuate the wishes of the electors of the new district. The Resolution dissolves the old district once the board of the new district agree to assume of the obligations, assets, and liabilities of the old district. The board of the old district submitted their resolution to dissolve the old district upon the creation of the new district in their petition for the new district. The old district is being dissolved pursuant to the standards in ORS 198.920(1)(c): the territory is uninhabited (fewer than 12 electors) and dissolution is in the best interest of the of the County.

The new district, the Flat Rock Road District (Flat Rock), is being formed pursuant to ORS 198.820. The voters approved Flat Rock with a permanent tax rate of \$4.26 per thousand dollars of assessed value. The formation board will consist of three members, appointed by the County Court: a president, secretary, and treasurer. Finding three qualified and willing board members in this district had been a challenge, but the recent arrival of two newcomers solved that problem. For your consideration as the formation board, there are three candidates for the three roles: Douglas Gould, Steven Beeler, and Sarah Beeler.

Each board member must meet the qualification standards in ORS 371.338(1), meaning that they must be electors of the district and able to take a sworn oath. Each board candidate has submitted a brief bio or resume, included herein. The order for formation establishes staggered terms in compliance with ORS 371.338(2).

Please let me know if you have any questions.

Please place this memo and the attached document(s) on the Wednesday, September 7, 2022 County Court Agenda as a DISCUSSION ITEM.

SARAH ANNE BEELER

**27650 Trask River Road
Tillamook, OR 97141**

503-842-7076

E-mail: traskelk@hotmail.com

EDUCATION

- MLS, University of Alabama, Tuscaloosa, AL (1990)
Beta Phi Mu
- BS, University of Oregon, Eugene, OR (1986)
College of Education Dean's List (1986)
Oregon Teaching Certificate, State of Oregon (1986)
University of Oregon Junior Scholar Award (1985)
- AA, Lane Community College, Eugene, OR (1984)
- Thurston High School, Springfield, OR (1982)

EMPLOYMENT HISTORY

Library Manager, Tillamook County Library, Tillamook, OR 97141 (December 2007-present). Duties: Assisting the Library Director with setting goals and establishing and interpreting policies and procedures. Answering reference questions and ordering reference materials. Monitoring budgets, writing performance evaluations and scheduling employees. Listening to staff concerns and suggestions to enhance staff performance and morale.

Librarian, Tillamook County Library, Tillamook, OR 97141 (January 2003-December 2007). Duties: Managing the periodicals collection by selecting, budgeting and allocating staff resources in an efficient manner; training staff to create library Web page content using Plinkit; answering reference questions and virtual questions using telephone, e-mail and online forms; representing the library at meetings.

Library Assistant 3, Tillamook County Library, Tillamook, OR 97141 (November 2000-January 2003). Duties: Requesting and distributing interlibrary loan materials; answering reference questions in a professional and approachable manner; creating and maintaining library Web pages; preparing vouchers and paying library bills.

INTERESTS

Reading, walking, traveling, canning, hunting, horses, and making Twin Oaks Hammocks.

STEVEN BEELER

RETIRED DAIRY FARMER

EXPERIENCE

Dairy Herdsman

June 2003 - May 2015 | Abbott Dairy, Tillamook, OR

- Provided medical treatment, such as administering medications and vaccinations and arranged for veterinarians to provide more extensive treatment.
- Drove trucks, tractors and other equipment to distribute feed to animals.

Dairy Herdsman

November 1996 - June 2003 | Averill Farm, Tillamook, OR

- Segregated animals accorded to weight, age, color and physical condition.
- Examined animals to detect illness, injury and disease and to check physical characteristics, such as rate of weight gain.
- Fed and watered livestock and monitored food and water supplies.

Dairy Farmer

March 1981 - November 1996 | Self-Employed Dairy Farmer, Tillamook, Oregon

- Maintained financial, operational, production and employment records for farms and ranches.
- Supervised construction of farm and ranch structures, such as buildings, fences, drainage systems, wells and roads.
- Negotiated with buyers for sale, storage and shipment of crops and livestock.

EDUCATION

Completed Coursework Towards High School Diploma


February 1980

Tillamook High School, Tillamook, OR

ADDITIONAL SKILLS

- Tractor operator

CONTACT

 (503) 457-5990

 traskelk@hotmail.com

 Prineville, OR 97754

CAREER OBJECTIVE

To promote the development of roads in the Flat Rock Road Association.

- Skid loader operator
- Numerous miscellaneous farm equipment

CERTIFICATIONS

- ODL Farm Endorsement Driver's License

Aug 22, 2022

Douglas Gould

541-271-6288

T165 R 17E Section 5 Tax Lot 5700

60 years old

Welder/Fabricator ; Jack of All trades

Currently working part-time
Allied Security for Los Schwab

Douglas Gould

From: [Korin Price - WVLO](#)
To: [John Eisler](#)
Subject: Flat Rock Road Maintenance Association
Date: Wednesday, August 31, 2022 12:38:18 PM
Attachments: [Douglas Gould Info.pdf](#)

John,

I have some information for you in addition to the Beeler's resumes that I sent you yesterday. Attached is some information regarding Douglas Gould. And a message from Jim:

The Beeler's are new and interested. They've reviewed a copy of the Deschutes County Special Road District Guidebook (2019). Sarah is a registered voter showing her residence in the District. Steve is having his registration moved to their property address in the district. Doug Gould has been one of the people that has pushed the district forward. He is an elector in the District. If these people are acceptable to the Court, I would suggest that the Court approve them as the Commissioners. Please send me a copy of that order for my file. Thank you.

Jim Van Voorhees

Korin Price

Legal Assistant / Office Manager

Van Voorhees Law Offices LLC
252 NW Claypool Street
Prineville, OR 97754
P: 541-362-5599
F: 541-862-5534

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Statement of Votes Cast by Geography
 Crook County, Oregon, OR_Crook_2022PrimaryElection, May 17, 2022
 All Precincts, All Districts, All Counter Groups, All ScanStations, All Contests, All Boxes
 Official Final Results
 Total Ballots Cast: 8095
 17 precincts reported out of 17 total

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Choice	Votes	Vote %
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All Precincts

US Senator (DEM) (Vote for 1)

1695 ballots (1 over voted ballots, 1 overvotes, 84 undervotes)

Ron Wyden	1318	81.86%
William E Barlow III	140	8.70%
Brent Thompson	117	7.27%
Write-in	35	2.17%
Total	1610	100.00%
Overvotes	1	
Undervotes	84	

US Senator (REP) (Vote for 1)

4945 ballots (2 over voted ballots, 2 overvotes, 297 undervotes)

Jason Beebe	1970	42.40%
Jo Rae Perkins	1009	21.72%
Darin Harbick	968	20.84%
Sam Palmer	418	9.00%
Christopher C Christensen	180	3.87%
Robert M Fleming	51	1.10%
Ibra A Taher	31	0.67%
Write-in	19	0.41%
Total	4646	100.00%
Overvotes	2	
Undervotes	297	

US Representative, 2nd District (DEM) (Vote for 1)

1695 ballots (0 over voted ballots, 0 overvotes, 405 undervotes)

Joe Yetter	833	64.57%
Adam Prine	429	33.26%
Write-in	28	2.17%
Total	1290	100.00%
Overvotes	0	
Undervotes	405	

US Representative, 2nd District (REP) (Vote for 1)

4945 ballots (1 over voted ballots, 1 overvotes, 486 undervotes)

Cliff S Bentz	3348	75.10%
Mark Cavener	862	19.34%
Katherine M Gallant	227	5.09%
Write-in	21	0.47%
Total	4458	100.00%
Overvotes	1	
Undervotes	486	

Governor (DEM) (Vote for 1)

1695 ballots (0 over voted ballots, 0 overvotes, 138 undervotes)

Tobias Read	643	41.30%
Tina Kotek	574	36.87%
Write-in	115	7.39%
Patrick E Starnes	58	3.73%
George L Carrillo	42	2.70%
John Sweeney	22	1.41%
Julian Bell	16	1.03%
Wilson R Bright	13	0.83%
David Beem	13	0.83%
Genevieve Wilson H	12	0.77%
Michael Trimble	12	0.77%
Ifeanyichukwu C Diru	11	0.71%
Michael Cross	10	0.64%
Keisha Lanell Merchant	7	0.45%
Dave W Stauffer	6	0.39%

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Choice	Votes	Vote %
Peter W Hall	3	0.19%
Total	1557	100.00%
Overvotes	0	
Undervotes	138	

Governor (REP) (Vote for 1)

4945 ballots (2 over voted ballots, 2 overvotes, 151 undervotes)

Christine Drazan	880	18.36%
Bob Tiernan	787	16.42%
Kerry McQuisten	629	13.13%
Stan Pulliam	610	12.73%
Marc Thielman	490	10.23%
Bridget Barton	451	9.41%
Bud Pierce	253	5.28%
Bill Sizemore	233	4.86%
Write-in	113	2.36%
Brandon C Merritt	74	1.54%
Jessica Gomez	74	1.54%
Court Boice	51	1.06%
Tim McCloud	47	0.98%
Nick Hess	42	0.88%
Reed Christensen	29	0.61%
Amber R Richardson	20	0.42%
Raymond Baldwin	5	0.10%
David A Burch	3	0.06%
John G Presco	1	0.02%
Stefan G Strek (Stregoi)	0	0.00%
Total	4792	100.00%
Overvotes	2	
Undervotes	151	

State Representative, 59th District (DEM) (Vote for 1)

1695 ballots (0 over voted ballots, 0 overvotes, 587 undervotes)

Lawrence Jones	1065	96.12%
Write-in	43	3.88%
Total	1108	100.00%
Overvotes	0	
Undervotes	587	

State Representative, 59th District (REP) (Vote for 1)

4945 ballots (0 over voted ballots, 0 overvotes, 849 undervotes)

Vikki Breese-Iverson	4048	98.83%
Write-in	48	1.17%
Total	4096	100.00%
Overvotes	0	
Undervotes	849	

Precinct Committee Person - Democrat - PRECINCT 01 (DEM) (Vote for 3)

64 ballots (0 over voted ballots, 0 overvotes, 112 undervotes)

Priscilla Smith	43	53.75%
Jeannette Holman	35	43.75%
Write-in	2	2.50%
Write-in	0	0.00%
Write-in	0	0.00%
Total	80	100.00%
Overvotes	0	
Undervotes	112	

Precinct Committee Person - Republican - PRECINCT 01 (REP) (Vote for 3)

131 ballots (0 over voted ballots, 0 overvotes, 191 undervotes)

Daryl Rothenbucher	72	35.64%
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Choice	Votes	Vote %
John G Peachey	66	32.67%
Andrea L Cansler	63	31.19%
Write-in	1	0.50%
Write-in	0	0.00%
Write-in	0	0.00%
Total	202	100.00%
Overvotes	0	
Undervotes	191	

Precinct Committee Person - Democrat - PRECINCT 02 (DEM) (Vote for 3)
47 ballots (0 over voted ballots, 0 overvotes, 75 undervotes)

Mary Mires	34	51.52%
Rich Mires	30	45.45%
Write-in	2	3.03%
Write-in	0	0.00%
Write-in	0	0.00%
Total	66	100.00%
Overvotes	0	
Undervotes	75	

Precinct Committee Person - Republican - PRECINCT 02 (REP) (Vote for 3)
100 ballots (0 over voted ballots, 0 overvotes, 210 undervotes)

Jessica Lay	82	91.11%
Write-in	4	4.44%
Write-in	4	4.44%
Write-in	0	0.00%
Total	90	100.00%
Overvotes	0	
Undervotes	210	

Precinct Committee Person - Democrat - PRECINCT 03 (DEM) (Vote for 2)
30 ballots (0 over voted ballots, 0 overvotes, 30 undervotes)

Becky Groves	26	86.67%
Write-in	4	13.33%
Write-in	0	0.00%
Total	30	100.00%
Overvotes	0	
Undervotes	30	

Precinct Committee Person - Republican - PRECINCT 03 (REP) (Vote for 2)
42 ballots (0 over voted ballots, 0 overvotes, 82 undervotes)

Write-in	2	100.00%
Write-in	0	0.00%
Total	2	100.00%
Overvotes	0	
Undervotes	82	

Precinct Committee Person - Democrat - PRECINCT 04 (DEM) (Vote for 6)
108 ballots (0 over voted ballots, 0 overvotes, 568 undervotes)

Tina Hamilton	58	72.50%
Write-in	5	6.25%
Write-in	4	5.00%
Write-in	4	5.00%
Write-in	4	5.00%
Write-in	4	5.00%
Write-in	1	1.25%
Total	80	100.00%
Overvotes	0	
Undervotes	568	

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Choice	Votes	Vote %
Precinct Committee Person - Republican - PRECINCT 04 (REP) (Vote for 6)		
450 ballots (0 over voted ballots, 0 overvotes, 1513 undervotes)		
Dale Keller	255	21.48%
Frances L Carter	233	19.63%
Peter W Sharp	226	19.04%
Norna R Sharp	216	18.20%
Susanne Walters-Moore	212	17.86%
Write-in	35	2.95%
Write-in	6	0.51%
Write-in	2	0.17%
Write-in	1	0.08%
Write-in	1	0.08%
Write-in	0	0.00%
Total	1187	100.00%
Overvotes	0	
Undervotes	1513	

Precinct Committee Person - Democrat - PRECINCT 05 (DEM) (Vote for 10)
255 ballots (0 over voted ballots, 0 overvotes, 2381 undervotes)

Jim Van Voorhees	166	98.22%
Write-in	2	1.18%
Write-in	1	0.59%
Write-in	0	0.00%
Write-in	0	0.00%
Write-in	0	0.00%
Write-in	0	0.00%
Write-in	0	0.00%
Write-in	0	0.00%
Write-in	0	0.00%
Write-in	0	0.00%
Total	169	100.00%
Overvotes	0	
Undervotes	2381	

Precinct Committee Person - Republican - PRECINCT 05 (REP) (Vote for 10)
719 ballots (0 over voted ballots, 0 overvotes, 4952 undervotes)

Jace Rhoden	393	17.56%
Chera M Sowers	309	13.81%
Cynthia A Harper	308	13.76%
Donna Hammond	307	13.72%
Calista Songstad	293	13.09%
Kathy Clay	287	12.82%
Barbara L View	282	12.60%
Write-in	34	1.52%
Write-in	19	0.85%
Write-in	5	0.22%
Write-in	1	0.04%
Write-in	0	0.00%
Write-in	0	0.00%
Write-in	0	0.00%
Write-in	0	0.00%
Write-in	0	0.00%
Write-in	0	0.00%
Total	2238	100.00%
Overvotes	0	
Undervotes	4952	

Precinct Committee Person - Democrat - PRECINCT 06 (DEM) (Vote for 4)
143 ballots (0 over voted ballots, 0 overvotes, 468 undervotes)

Brian K Samp	92	88.46%
Write-in	8	7.69%
Write-in	3	2.88%

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Choice	Votes	Vote %
Write-in	1	0.96%
Write-in	0	0.00%
Total	104	100.00%
Overvotes	0	
Undervotes	468	

Precinct Committee Person - Republican - PRECINCT 06 (REP) (Vote for 4)
253 ballots (0 over voted ballots, 0 overvotes, 733 undervotes)

Jack Rabenberg	131	46.95%
Bonnie Sessler	131	46.95%
Write-in	9	3.23%
Write-in	5	1.79%
Write-in	2	0.72%
Write-in	1	0.36%
Total	279	100.00%
Overvotes	0	
Undervotes	733	

Precinct Committee Person - Democrat - PRECINCT 07 (DEM) (Vote for 2)
23 ballots (0 over voted ballots, 0 overvotes, 30 undervotes)

Deette (Dee) Coonse	16	100.00%
Write-in	0	0.00%
Write-in	0	0.00%
Total	16	100.00%
Overvotes	0	
Undervotes	30	

Precinct Committee Person - Republican - PRECINCT 07 (REP) (Vote for 2)
126 ballots (0 over voted ballots, 0 overvotes, 106 undervotes)

Ray Sessler	88	60.27%
Ron Jackson	57	39.04%
Write-in	1	0.68%
Write-in	0	0.00%
Total	146	100.00%
Overvotes	0	
Undervotes	106	

Precinct Committee Person - Democrat - PRECINCT 08 (DEM) (Vote for 4)
50 ballots (0 over voted ballots, 0 overvotes, 163 undervotes)

Michelle Cordova	36	97.30%
Write-in	1	2.70%
Write-in	0	0.00%
Write-in	0	0.00%
Write-in	0	0.00%
Total	37	100.00%
Overvotes	0	
Undervotes	163	

Precinct Committee Person - Republican - PRECINCT 08 (REP) (Vote for 4)
164 ballots (0 over voted ballots, 0 overvotes, 470 undervotes)

Lexie Tombleson	89	47.85%
Rodney John Tombleson	85	45.70%
Write-in	7	3.76%
Write-in	5	2.69%
Write-in	0	0.00%
Write-in	0	0.00%
Total	186	100.00%
Overvotes	0	
Undervotes	470	

Statement of Votes Cast by Geography
 Crook County, Oregon, OR_Crook_2022PrimaryElection, May 17, 2022
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Choice	Votes	Vote %
Precinct Committee Person - Democrat - PRECINCT 09 (DEM) (Vote for 2)		
14 ballots (0 over voted ballots, 0 overvotes, 19 undervotes)		
Laquita Stec	9	100.00%
Write-in	0	0.00%
<u>Write-in</u>	<u>0</u>	<u>0.00%</u>
Total	9	100.00%
Overvotes	0	
Undervotes	19	
Precinct Committee Person - Republican - PRECINCT 09 (REP) (Vote for 2)		
58 ballots (0 over voted ballots, 0 overvotes, 46 undervotes)		
Jodie Fleck	34	48.57%
Jared N Fleck	34	48.57%
Write-in	1	1.43%
<u>Write-in</u>	<u>1</u>	<u>1.43%</u>
Total	70	100.00%
Overvotes	0	
Undervotes	46	
Precinct Committee Person - Democrat - PRECINCT 10 (DEM) (Vote for 2)		
64 ballots (0 over voted ballots, 0 overvotes, 127 undervotes)		
Write-in	1	100.00%
<u>Write-in</u>	<u>0</u>	<u>0.00%</u>
Total	1	100.00%
Overvotes	0	
Undervotes	127	
Precinct Committee Person - Republican - PRECINCT 10 (REP) (Vote for 2)		
111 ballots (0 over voted ballots, 0 overvotes, 142 undervotes)		
Kevin Cholin	72	90.00%
Write-in	8	10.00%
<u>Write-in</u>	<u>0</u>	<u>0.00%</u>
Total	80	100.00%
Overvotes	0	
Undervotes	142	
Precinct Committee Person - Democrat - PRECINCT 11 (DEM) (Vote for 10)		
245 ballots (0 over voted ballots, 0 overvotes, 2060 undervotes)		
Barbara Fontaine	138	35.38%
Debra Merskin	130	33.33%
Kevin P Conroy	114	29.23%
Write-in	5	1.28%
Write-in	1	0.26%
Write-in	1	0.26%
Write-in	1	0.26%
Write-in	0	0.00%
Write-in	0	0.00%
Write-in	0	0.00%
Write-in	0	0.00%
Write-in	0	0.00%
<u>Write-in</u>	<u>0</u>	<u>0.00%</u>
Total	390	100.00%
Overvotes	0	
Undervotes	2060	
Precinct Committee Person - Republican - PRECINCT 11 (REP) (Vote for 10)		
821 ballots (0 over voted ballots, 0 overvotes, 5213 undervotes)		
Robin L Olson	335	11.18%
Matt McCaw	335	11.18%
Hal Lawson	332	11.08%

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Choice	Votes	Vote %
Duane J Balcom	328	10.94%
Donna Lawson	327	10.91%
Jennifer Holbrook	326	10.88%
Carrie Hopkins	319	10.64%
Nick Campo	318	10.61%
Lawrence Hopkins	316	10.54%
Write-in	48	1.60%
Write-in	5	0.17%
Write-in	1	0.03%
Write-in	1	0.03%
Write-in	1	0.03%
Write-in	1	0.03%
Write-in	1	0.03%
Write-in	1	0.03%
Write-in	1	0.03%
Write-in	1	0.03%
Total	2997	100.00%
Overvotes	0	
Undervotes	5213	

Precinct Committee Person - Democrat - PRECINCT 12 (DEM) (Vote for 2)
10 ballots (0 over voted ballots, 0 overvotes, 14 undervotes)

Kate Van Voorhees	6	100.00%
Write-in	0	0.00%
Write-in	0	0.00%
Total	6	100.00%
Overvotes	0	
Undervotes	14	

Precinct Committee Person - Republican - PRECINCT 12 (REP) (Vote for 2)
54 ballots (0 over voted ballots, 0 overvotes, 41 undervotes)

Dustin Schroeder	34	50.75%
Melissa Schroeder	31	46.27%
Write-in	1	1.49%
Write-in	1	1.49%
Total	67	100.00%
Overvotes	0	
Undervotes	41	

Precinct Committee Person - Democrat - PRECINCT 13 (DEM) (Vote for 4)
76 ballots (0 over voted ballots, 0 overvotes, 236 undervotes)

Darlene Fishel	37	54.41%
Paula Minetti-Maboll	31	45.59%
Write-in	0	0.00%
Write-in	0	0.00%
Write-in	0	0.00%
Write-in	0	0.00%
Total	68	100.00%
Overvotes	0	
Undervotes	236	

Precinct Committee Person - Republican - PRECINCT 13 (REP) (Vote for 4)
275 ballots (0 over voted ballots, 0 overvotes, 422 undervotes)

Wayne Muilenburg	169	24.93%
Becky Cholin	169	24.93%
Ron Cholin	162	23.89%
Ellen Nichol	158	23.30%
Write-in	10	1.47%
Write-in	4	0.59%
Write-in	3	0.44%
Write-in	3	0.44%

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Choice	Votes	Vote %
Total	678	100.00%
Overvotes	0	
Undervotes	422	

Precinct Committee Person - Democrat - PRECINCT 14 (DEM) (Vote for 3)
49 ballots (0 over voted ballots, 0 overvotes, 116 undervotes)

Ruthie McKenzie	31	100.00%
Write-in	0	0.00%
Write-in	0	0.00%
Write-in	0	0.00%
Total	31	100.00%
Overvotes	0	
Undervotes	116	

Precinct Committee Person - Republican - PRECINCT 14 (REP) (Vote for 3)
106 ballots (0 over voted ballots, 0 overvotes, 157 undervotes)

Jason Ahlman	57	35.40%
Richard McMillan	50	31.06%
Diane McMillan	50	31.06%
Write-in	2	1.24%
Write-in	1	0.62%
Write-in	1	0.62%
Total	161	100.00%
Overvotes	0	
Undervotes	157	

Precinct Committee Person - Democrat - PRECINCT 15 (DEM) (Vote for 6)
125 ballots (0 over voted ballots, 0 overvotes, 663 undervotes)

Ann Blank	84	96.55%
Write-in	1	1.15%
Write-in	1	1.15%
Write-in	1	1.15%
Write-in	0	0.00%
Write-in	0	0.00%
Write-in	0	0.00%
Total	87	100.00%
Overvotes	0	
Undervotes	663	

Precinct Committee Person - Republican - PRECINCT 15 (REP) (Vote for 6)
415 ballots (0 over voted ballots, 0 overvotes, 1047 undervotes)

Vikki Breese Iverson	292	20.24%
Bryan Iverson	238	16.49%
Teresa Ervin	231	16.01%
Mike Ervin	230	15.94%
Sally Jackson	224	15.52%
William J Meltzer	220	15.25%
Write-in	3	0.21%
Write-in	1	0.07%
Write-in	1	0.07%
Write-in	1	0.07%
Write-in	1	0.07%
Write-in	1	0.07%
Total	1443	100.00%
Overvotes	0	
Undervotes	1047	

Precinct Committee Person - Democrat - PRECINCT 16 (DEM) (Vote for 4)
65 ballots (0 over voted ballots, 0 overvotes, 214 undervotes)

Audra L Oliver	46	100.00%
Write-in	0	0.00%

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Choice	Votes	Vote %
Write-in	0	0.00%
Write-in	0	0.00%
Write-in	0	0.00%
Total	46	100.00%
Overvotes	0	
Undervotes	214	

Precinct Committee Person - Republican - PRECINCT 16 (REP) (Vote for 4)
192 ballots (0 over voted ballots, 0 overvotes, 385 undervotes)

Kara Lynn Becker	101	26.37%
Dan Rouse	98	25.59%
Christina Lynn Rouse	91	23.76%
Danielle Johnston	86	22.45%
Write-in	6	1.57%
Write-in	1	0.26%
Write-in	0	0.00%
Write-in	0	0.00%
Total	383	100.00%
Overvotes	0	
Undervotes	385	

Precinct Committee Person - Democrat - PRECINCT 17 (DEM) (Vote for 14)
327 ballots (0 over voted ballots, 0 overvotes, 4160 undervotes)

Karlene Richmond	149	35.65%
Jerri Muir	135	32.30%
G Parr	118	28.23%
Write-in	5	1.20%
Write-in	2	0.48%
Write-in	1	0.24%
Write-in	1	0.24%
Write-in	1	0.24%
Write-in	1	0.24%
Write-in	1	0.24%
Write-in	1	0.24%
Write-in	1	0.24%
Write-in	1	0.24%
Write-in	1	0.24%
Write-in	1	0.24%
Write-in	0	0.00%
Write-in	0	0.00%
Write-in	0	0.00%
Total	418	100.00%
Overvotes	0	
Undervotes	4160	

Precinct Committee Person - Republican - PRECINCT 17 (REP) (Vote for 14)
928 ballots (1 over voted ballots, 14 overvotes, 9650 undervotes)

Sandy Kerbow	386	11.60%
Dock L Kerbow	382	11.48%
Robert Eck	371	11.15%
Joseph Goodwin	369	11.09%
Ramona A Lang	355	10.67%
Cynthia F Marshall	345	10.37%
Mary E Dyal	345	10.37%
Denise A Holznagel	339	10.19%
Donna Dobin	339	10.19%
Write-in	38	1.14%
Write-in	17	0.51%
Write-in	11	0.33%
Write-in	10	0.30%
Write-in	10	0.30%
Write-in	3	0.09%
Write-in	3	0.09%

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Choice	Votes	Vote %
Write-in	1	0.03%
Write-in	1	0.03%
Write-in	1	0.03%
Write-in	1	0.03%
Write-in	1	0.03%
Write-in	0	0.00%
Write-in	0	0.00%
Total	3328	100.00%
Overvotes	14	
Undervotes	9650	

Commissioner of the Bureau of Labor and Industries (Vote for 1)
8094 ballots (2 over voted ballots, 2 overvotes, 1869 undervotes)

Cheri Helt	2154	34.61%
Christina E Stephenson	1353	21.74%
Brent T Barker	990	15.91%
Casey M Kulla	856	13.76%
Robert Neuman	343	5.51%
Aaron R Baca	276	4.44%
Chris Henry	200	3.21%
Write-in	51	0.82%
Total	6223	100.00%
Overvotes	2	
Undervotes	1869	

Crook County Assessor (Vote for 1)

8094 ballots (0 over voted ballots, 0 overvotes, 3005 undervotes)

Jon Soliz	5004	98.33%
Write-in	85	1.67%
Total	5089	100.00%
Overvotes	0	
Undervotes	3005	

Crook County Commissioner, Position 2 (Vote for 1)

8094 ballots (26 over voted ballots, 26 overvotes, 1402 undervotes)

Brian Barney	4731	70.97%
Corey Whalen	1357	20.36%
Doug Muck Jr	526	7.89%
Write-in	52	0.78%
Total	6666	100.00%
Overvotes	26	
Undervotes	1402	

District Attorney, Crook County (Vote for 1)

8094 ballots (0 over voted ballots, 0 overvotes, 2935 undervotes)

Kari Hathorn	5075	98.37%
Write-in	84	1.63%
Total	5159	100.00%
Overvotes	0	
Undervotes	2935	

Judge of the Court of Appeals, Position 3 (Vote for 1)

8094 ballots (3 over voted ballots, 3 overvotes, 1670 undervotes)

Vance Day	3825	59.57%
Darleen Ortega	2562	39.90%
Write-in	34	0.53%
Total	6421	100.00%
Overvotes	3	
Undervotes	1670	

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Choice	Votes	Vote %
Judge of the Court of Appeals, Position 5 (Vote for 1)		
8094 ballots (1 over voted ballots, 1 overvotes, 3516 undervotes)		
Scott A Shorr	4429	96.77%
Write-in	148	3.23%
Total	4577	100.00%
Overvotes	1	
Undervotes	3516	

Judge of the Court of Appeals, Position 8 (Vote for 1)		
8094 ballots (0 over voted ballots, 0 overvotes, 3641 undervotes)		
Ramón A Pagán	4300	96.56%
Write-in	153	3.44%
Total	4453	100.00%
Overvotes	0	
Undervotes	3641	

Judge of the Supreme Court, Position 6 (Vote for 1)		
8094 ballots (0 over voted ballots, 0 overvotes, 3466 undervotes)		
Roger J DeHoog	4454	96.24%
Write-in	174	3.76%
Total	4628	100.00%
Overvotes	0	
Undervotes	3466	

Question 7-75 (Vote for 1)		
9 ballots (0 over voted ballots, 0 overvotes, 0 undervotes)		
Yes	6	66.67%
No	3	33.33%
Total	9	100.00%
Overvotes	0	
Undervotes	0	

Question 7-81 (Vote for 1)		
8094 ballots (0 over voted ballots, 0 overvotes, 568 undervotes)		
No	3866	51.37%
Yes	3660	48.63%
Total	7526	100.00%
Overvotes	0	
Undervotes	568	

I, Cheryl W Seely, Crook County Clerk, do hereby certify that the votes recorded on this report correctly summarize the tally of votes cast at the May 17, 2022 Primary Election.

8/20/22
 Dated this 8th day of June, 2022.

Cheryl W Seely
 Cheryl W Seely
 Crook County Clerk



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

**RESOLUTION FOR THE
DISSOLUTION OF FLAT ROCK ROAD
MAINTENANCE ASSOCIATION
SPECIAL ROAD DISTRICT**

RESOLUTION 2022-41

WHEREAS, on or about June 19, 2018, the Crook County Court formed the Flat Rock Road Maintenance Association (the “District”), a special road district, for the purpose of constructing and maintaining roads within the District’s boundaries, but without taxing power, via Order No. 2018-49;

WHEREAS, at the May 17, 2022 special election, the voters approved Ballot Measure 7-75 concerning the creation of the Flat Rock Road District (the “New District”), which encompasses all the territory of the District and some additional property, with the same functions as the District and the additional power of taxation;

WHEREAS, the District’s board of directors (the “Board”), on or about April 22, 2021, adopted a resolution finding it to be in the best interest of the inhabitants of the District to dissolve the District upon the formation of the New District and to convey the District’s assets to the New District;

WHEREAS, pursuant to ORS 198.130, the District’s plan for dissolution and liquidation was duly filed with the Crook County Court, and such plan provides that the Board will convey all District assets to the New District if it is formed and thereafter agrees to assume the District’s duties and obligations;

WHEREAS, the Crook County Clerk confirms that fewer than 12 persons who reside in the District have been registered to vote for at least 30 days prior to the date of this Resolution, and thus the territory within the District is “uninhabited territory” as defined in ORS 198.705(19); and

WHEREAS, pursuant to ORS 198.940, the Crook County Court may initiate dissolution of the District by resolution under ORS 198.920(1)(c) without election if the County Court finds that the territory within the District is uninhabited and dissolution and liquidation are in the best interest of the people of Crook County.

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

Section 1: The County Court finds:

- A. The electors approved new special road district, the Flat Rock Road District, at the May 17, 2022 special election, Ballot Measure 7-75, with six votes in favor and three against, giving the new district the authority to provide the same general services as the District;
- B. That if the conditions stated below are met, dissolution of the Flat Rock Road Maintenance Association is in the best interests of the people of the County; and
- C. That the District is “uninhabited” pursuant to ORS 198.705(19); and

Section 2: Dissolution of the Flat Rock Road Maintenance Association is hereby initiated and approved, provided the following condition is met, to wit: The board of directors of the New District, the Flat Rock Road District, agree to assume all of the obligations, assets, and liabilities of the District.

Section 3: Pursuant to ORS 198.940, and subject to the terms and conditions herein, the Flat Rock Road Maintenance Association special district is hereby dissolved without an election.

Signed and dated this 7th day of September 2022.

CROOK COUNTY COURT

Seth Crawford, County Judge

Jerry Brummer, County Commissioner

Brian Barney, County Commissioner

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

**ORDER ESTABLISHING THE
FLAT ROCK ROAD DISTRICT**

ORDER 2022-42

WHEREAS, on June 2, 2021, the Crook County Court found an election required pursuant to ORS 198.810(4) to determine whether the majority of voters were in favor of the formation of the Flat Rock Road District;

WHEREAS, pursuant to Order 2021-36, as amended, the question on the formation of the Flat Rock Road District was placed on the November 2, 2021 ballot;

WHEREAS, the results of the election from Ballot Measure 7-75 demonstrated that a majority of the voters were not in favor of establishing and forming the Flat Rock Road District;

WHEREAS, under ORS 198.820(1), when a majority of the votes cast are not in favor of establishing a special district, the County Court shall enter an order dismissing the petition;

WHEREAS, the County Court dismissed said petition via Order 2021-57 on December 1, 2021;

WHEREAS, interested parties thereafter successfully challenged the November 2, 2021 election results in Case No. 21CV47316, with a judgment to set aside the election results and directing the measure be resubmitted at election on May 17, 2022;

WHEREAS, at the May 17, 2022 special election, Ballot Measure 7-75 received nine votes, with six in favor and three against; and

WHEREAS, under ORS 198.820(1), when a majority of the votes cast are in favor of establishing a special district, the County Court shall enter an order establishing the district.

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

Section 1: The Flat Rock Road District special road district is formed, effective upon the recordation of this Order 2022-42. The boundaries of the district shall be the boundaries proposed in the petition, consisting of the real property contained in 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. The district will have an indefinite duration, unless sooner dissolved according to law.

Section 2: The district shall have a permanent tax rate of \$4.26 per one thousand dollars (\$1,000) of assessed value beginning in the 2023 fiscal year.

Section 3: The members of the district's board will be appointed by the County Court to regular terms of three years, which terms would be staggered in the first and second year so that each year the appointment of one commissioner will be scheduled for consideration. The County Court is authorized to fill any vacancy on the board.

Section 4: The members of the district's first board and their original terms of office are as follows:

- Position 1: Douglas Gould, term to expire June 30, 2023.
- Position 2: Steven Beeler, term to expire June 30, 2024.
- Position 3: Sarah Beeler, term to expire June 30, 2025.

Section 5: Once constituted and having taken such oaths of office as may be required by law, the board members will meet to apportion three roles amongst themselves: president, secretary, and treasurer.

Section 6: The district board will hold and conduct such public meetings and file any documents as is required by law.

Section 7: Order 2021-57 is hereby rescinded and of no effect.

Signed and dated this 7th day of September 2022.

CROOK COUNTY COURT

Seth Crawford, County Judge

Jerry Brummer, County Commissioner

Brian Barney, County Commissioner

Crook County Counsel's Office

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• Fax: 541-447-6705



MEMO

TO: Crook County Court

FROM: Eric Blaine, County Counsel

DATE: August 30, 2022

RE: Improvement agreement and OLU completion agreement, Brasada Ranch Phase 15
Our File No.: Planning # 73(31) and #73(32)

Attached are two agreements regarding Phase 15 of the Brasada Ranch destination resort.

For reasons explained below, these two documents **are not ready for signature**, but the County has been asked to review them at the September 7 meeting.

The first document is a subdivision infrastructure improvement agreement, which describes the obligation by Brasada Ranch's owner to complete certain improvements to the 15th phase of the resort. Under Oregon law, before any individual lots may be sold in a subdivision, the infrastructure described on a plat must either be completed and installed, or the developer must provide a bond to secure such installation.

This improvement agreement is based on examples the County has used in the past, and describes a penal sum of \$1,542,561.49. This amount includes a 20% contingency, as required by Crook County Code 17.40.090.

The second document has not been presented before. In February of this year, the County Court adopted Ordinance 329. This created a process by which destination resorts may provide a bond to secure the construction, within a specified length of time, of overnight lodging units. One of the conditions that all destination resorts in the state must follow is to provide to the public a certain amount of rentable spaces, set by a ratio compared to the number of residential lots. In Crook County, that ratio is 2.5:1 – that is, there must be at least one overnight lodging unit for every 2.5 residential lots. Ordinance 329 created a process whereby destination resorts can provide a bond to secure the completion of the necessary numbers of overnight lodging units within no more than four years. The attached completion agreement would effectuate Brasada's request to utilize that new code section, and would also be secured by a bond. This bond would include a 30% contingency, as described in Crook County Code 18.116.040. In this case, the penal sum described in the completion agreement is \$6,138,053.00.

The County's deadline to submit material for inclusion in a regular twice-monthly meeting is 12:00 PM of the preceding Wednesday. As of the writing of this memo, we do not have possession of the completed, signed, notarized bonds (including their powers of

attorney). For each document, these are to comprise Exhibits B. **For this reason, the two documents are not ready for signature.**

Brasada Ranch has informed us that they do not expect to have the original bonds to be effective until September 14, the date at which they plan on submitting the Phase 15 plat to the planning commission. The original bonds may or may not arrive before then, but we have been told they would not be effective until September 14

Brasada has asked the County not to wait for the September 21 regular meeting to review the two agreements. If the County wishes to honor this request, the Court could make a motion as follows: "I move to authorize signing the Brasada Ranch Phase 15 improvement agreement and Phase 15 overnight lodging unit completion agreement outside of court, subject to being provided the original bonds, and no material changes to the terms of the documents presented at today's meeting."

Please place this memo and the attached document(s) on the Wednesday, September 7, 2022 County Court Agenda as a DISCUSSION ITEM.

IMPROVEMENT AGREEMENT
Brasada Ranch Phase 15 Plat
 (Infrastructure for Final Completion of Home Sites)

This Improvement Agreement, hereinafter referred to as the “Agreement,” relating to the construction and installation of Required Improvements (as defined herein) to be constructed on the Real Property (as defined herein) as required in the conditions of approval in Crook County file number 217-22-000451-PLNG is made and entered into this 7th day of September, 2022, by and between Crook County, Oregon, a Political Subdivision of the State of Oregon, hereinafter referred to as “County”, and FNF NV Brasada, LLC, hereinafter referred to as “Developer.”

RECITALS

- A. WHEREAS, Developer is the subdivider of the Subdivision known as “Brasada Ranch Phase 15,” (the “Subdivision”) approved in Crook County file number 217-22-000451-PLNG; and
- B. WHEREAS, Phase 15 will be constructed as for-sale home sites. Brasada Ranch Phase 15 currently includes installed portions of installed water and sewer infrastructure; and
- C. WHEREAS, the Required Improvements under the Permits have not been completed; and
- D. WHEREAS, Developer intends to file and record a final plat (the “Final Plat”) for the Subdivision prior to the completion of the Required Improvements; and
- E. WHEREAS, Crook County Code Section 18.116.040 provides that Developer may, in lieu of completing required improvements for a subdivision prior to filing the final plat, enter into an Agreement with County for the completion of Required Improvements and provide a good and sufficient form of security, consistent with Crook County Code Section 18.116.040 to provide for the completion of the required improvements; and
- F. WHEREAS, the Required Improvements include the following:
- Construction of remaining portion of water and sewer infrastructure.
 - Construction of private utilities and required services to each lot, i.e., power, gas, and communications.
 - Construction of roadways providing required access to each lot.
- G. WHEREAS, the parties desire to establish a definitive deadline for completion of the Required Improvements, Developer has agreed to provide financial security for its obligations to construct the Required Improvements in the form of a bond, and the parties desire to memorialize their understandings pursuant to the terms and conditions of this Agreement; and
- H. WHEREAS, the Required Improvements under this Agreement do not constitute a public improvement as the term is defined in ORS 279A.010(cc); and

I. WHEREAS, Subdivision is exempt from the provisions of ORS 92.305 to 92.495 for the reason that County's Comprehensive Land Use Plan and implementing Ordinances are acknowledged under ORS 192.251; and

J. WHEREAS, Developer as principal and U.S. Specialty Insurance Company, a corporation formed under the laws of the State of Texas as surety has bonded the completion of the Required Improvements.

NOW, THEREFORE, IT IS HEREBY AGREED by and between the parties above mentioned, for and in consideration of the mutual promises hereinafter stated, as follows:

1. **Recitals:** The Recitals to this Agreement set forth above are incorporated herein as if fully set out, shall constitute contractual provisions and are not mere recitals. This Agreement incorporates the conditions of approval described in Crook County file number 217-22-000451-PLNG, available for review at the County Community Development department.

2. **Exhibits:** The Exhibits set forth below and attached to this Agreement are hereby incorporated by reference and made a part of this Agreement:

- Exhibit A - List of Required Improvements and cost estimates submitted by Developer, including contingency, in the total amount of \$1,542,561.49.
- Exhibit B – Copy of Subdivision Bond.
- Exhibit C – Real Property description.

3. **Identification of Required Improvements:** Developer shall install and complete, or cause to be installed and completed, the improvements required by the Permits, as listed in Exhibit "A," to the extent that the same remain to be completed ("Required Improvements").

4. **Construction of Required Improvements.** The Required Improvements shall be installed and completed to County and State of Oregon specifications, as each may be applicable, not later than ninety (90) days from the date the Final Plat for the Subdivision is recorded with the County Clerk or by December 15, 2022, whichever should occur first ("Completion Date"). Developer shall obtain County and/or State of Oregon approval of the Required Improvements on or before the Completion Date, provided, however, that Developer will not be deemed to be in default hereunder for any delay of the County in reviewing and inspecting the Required Improvements. Developer shall also repair all existing and constructed facilities, within and without the Subdivision and Real Property, damaged during any such installation, on or before the Completion Date. The County shall issue written approval for up to three (3) one-year extensions of the Completion Date if the Developer meets the following conditions:

- a) Developer shall obtain an independently verified and County approved revised cost estimate (the "Revised Estimate") for completing the portion of the Required Improvements that remains to be completed; and
- b) Developer shall obtain a Consent of Surety acknowledging that the Subdivision Bond remains valid and covers a minimum of one hundred twenty percent (120%) of the Revised Estimate.

- c) Any extension of the Completion Date shall constitute a new Completion Date for the purposes of this Agreement.

5. **Warranty of Improvements.** Developer hereby warrants that the Required Improvements shall remain free from defects and materials or workmanship and that the Required Improvements will continue to meet County and/or State of Oregon standards for twelve (12) months following the Completion Date (“Warranty Period”). Upon completion and approval of any portion of the Required Improvements, Developer shall obtain a bond or other security in favor of, and reasonably acceptable to, the County in the amount of ten percent (10%) of the construction costs of such improvements to secure the warranty obligations under this Paragraph 5.

6. **License to Enter and Remain on Property.** Developer hereby grants County and County’s employees, engineers, consultants, agents, contractors, subcontractors, and suppliers, license to come on to and remain on the Real Property as necessary to make inspections of the required improvements. If County determines that any portion of the Required Improvements has not been completed by the Completion Date, County or its employees, engineers, consultants, agents, contractors, subcontractors and suppliers may enter on to and remain on the Real Property and may cause the applicable portion of the Required Improvements to be installed and completed.

7. **Right to Draw on Security.** Upon failure of the Developer to complete the Required Improvements by the Completion Date, or within thirty (30) days prior to the expiration date (if any) of the then-current bond, County may but is not required to draw upon the Subdivision Bond for any and all costs and expenses anticipated to be incurred by County, as determined by County, in the completion of the Required Improvements. For the purposes of this Agreement and access to any security offered and accepted to secure Developer’s performance, Developer’s failure to complete the Required Improvements shall include failure to install or have installed any portion of the Required Improvements to County specifications, approved plans and applicable Building Specialty Codes and failure to complete any required inspections by the Completion Date.

8. **Ingress and Egress.** Prior to or contemporaneous with recording any instrument conveying any platted lot located on the Real Property, Developer shall provide legal rights of ingress and egress to the owner or purchaser of the platted lot.

9. **No County Guarantee.** County does not guarantee that any of the Required Improvements referred to in this Agreement will be constructed, maintained, or operated.

10. **License to Use Permits, Specifications, and Plans.** If County determines that any portion of the Required Improvements has not been satisfactorily completed as specified by the applicable Completion Date, Developer shall, upon request of the County, license to County all of Developer’s applicable permits, plans, specifications, shop drawings, instruments, permits and approvals, and other documents necessary or useful in the completion of or related in any manner to the applicable Required Improvements. Upon such request, Developer shall deliver physical possession of such permits, plans, specifications, shop drawings, instruments, permits, approvals, and other documents to the County. County may assign the license referred to in this Paragraph for any purpose without further approval from Developer.

11. **No Third-Party Beneficiaries.** County and Developer are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons, unless such third persons are individually identified by name in this Agreement and expressly described as intended beneficiaries of this Agreement.

12. **Restoration of Monuments.** Developer shall restore any monument erected or used for the purpose of designing a survey marker or boundary of any town, tract, plat or parcel of land which monument is broken, damaged, removed or destroyed, during the course of work provided for or anticipated by this Agreement, whether intentional or otherwise, by the Developer or Developer's agents, employees or independent contractors.

13. **Costs of Inspection.** Developer shall pay to County the actual costs incurred by County in the inspection of the completed Required Improvements, plus any fees, such as plan check fees and structural, electrical, plumbing and other specialty codes inspection fees normally associated with the review and inspection of any improvements on the Real Property.

14. **Security for Required Improvements.** The Developer's security shall consist of a bond, issued in favor of the County by U.S. Specialty Insurance Company ("Surety"), deposited with the County in the amount of **One Million Five Hundred Forty Two Thousand Five Hundred Sixty One and 49/100 Dollars** (\$1,542,561.49), with date of expiration of not less than twelve (12) months past the Completion Date established herein (the "Subdivision Bond"). The amount of the Subdivision Bond represents one hundred twenty percent (120%) of the estimated costs, as set forth in Exhibit A hereto, of completing the Required Improvements to County standards. As used herein, issuers of Surety Bonds individually or collectively may be referred to as "Surety." Surety shall have a Financial Strength Rating of no less than "A" (Excellent) in Financial Size Category IX by A.M. Best Company. If Surety's Financial Strength Rating falls below the minimum required by this Paragraph prior to completion of the Required Improvements, Developer shall provide a replacement bond issued by a Surety with the minimum Financial Strength Rating.

15. **Developer's Obligation for Costs.** Developer expressly acknowledges, understands, and agrees that this Agreement shall not relieve Developer from the obligation to complete and fully pay for the Required Improvements and other costs and fees set forth in this Agreement. Should Developer fail to perform its responsibilities under this Agreement in any manner, Developer agrees to compensate County for all costs, related to Developer's failure to perform its obligation to complete and warrant the Required Improvements and pay costs and fees.

16. **Release of Security or Obligation.** After the Required Improvements have been inspected and approved by the County Community Development or Road Departments, County shall release the Developer's security, provided Developer has procured the warranty security required pursuant to this Agreement. County may make partial releases of any security when appropriate. Upon written request of Developer, County may release any of Developer's obligations under the terms and conditions of this Agreement in writing upon completion and County inspection and approval of any portion of the Required Improvements.

17. **Recording Final Plat.** This Agreement is contingent upon the recording of the Final Plat for the Subdivision, which either party may cause to be recorded at its own expense.

18. **Shortfall In Security.** If the amount available to be drawn from Developer's security is less than the costs and expenses anticipated to be incurred, or actually incurred, by County, County may apply the proceeds of the security to the anticipated or actual costs and expenses and completion of the Required Improvement and then hold Developer responsible and liable for the difference between the anticipated or actual costs and expenses of completion and the amount of the remaining security, if any.

19. **Incidental Costs.** Without limiting the generality of the foregoing, if upon County's written notice to Surety of Developer's failure to complete Required Improvements, and the proceeds of the Subdivision Bond are not remitted to County within ten (10) days of demand for funds by the County, or the Required Improvements are not installed within a reasonable time period determined by County after notice to the Surety, then County's costs of obtaining the proceeds of the Surety Bond and/or completing the Required Improvements and all incidental costs shall be added to the amount due County from the Surety. However, in no event shall the amount due from the Surety exceed the penal sum of the Subdivision Bond.

20. **Substandard Improvements.** Should the Required Improvements prove to be substandard or defective within the twelve (12) month Warranty Period described in this Agreement, County shall notify Developer and/or Surety of the warranty obligation in writing of such substandard or defective Required Improvements. Developer and/or the Surety shall then have sixty (60) days to complete repair or replacement of the Required Improvements; provided, however, in the event that such repair or replacement cannot reasonably be completed within sixty (60) days, then the same shall be extended by such period of time as is reasonably necessary so long as Developer and/or the Surety promptly commence and thereafter diligently prosecute such repair or replacement. Should Developer and/or the Surety fail to complete repair or replacement of the Required Improvements within the required time period, County may remedy the defects and demand payment for such from Developer and/or the Surety.

21. **Restriction on the Issuance of Building Permits.** Building Permits shall not be issued for any lot or parcel of the Subdivision until all required fire protection facilities, including water service to each lot sufficient for fire flows, have been constructed in compliance with the Permits and approved access roads have been completed to minimal Fire Code Standards.

22. **Final Plat Notation.** The existence of this Agreement shall be noted upon the Final Plat by reference to the Recording Book and Page Numbers.

23. **Successors In Interest.** The original of this Agreement shall be recorded with the Crook County Clerk and shall be a condition and covenant that shall run with the Real Property. It is the intent of the parties that the provisions of this Agreement shall be binding upon the parties to this Agreement, and their respective successors, heirs, executors, administrators, and assigns, and any other party deriving any right, title or interest in or to the Real Property, including any person who holds such interest as security for the payment of any obligation, including a mortgagee, or other secured party in actual possession of said Real Property by foreclosure or otherwise or any person taking title from such security holder. Upon completion of the Required Improvements, and the expiration of the Warranty Period, County, upon request by Developer or any person or persons owning a lot in Subdivision, shall release a lot from the condition and covenant subsisting under this Agreement.

24. **Residential Lot Purchasers.** Notwithstanding the terms of Paragraph 23, the terms of this Paragraph 24 shall apply to each residential lot (each, a “Lot”) created from the Real Property or platted in a subdivision and sold or transferred to a third party (each such buyer or transferee and his or her successors and assigns is a “Transferee”): (i) each such Lot(s) is conveyed free of any obligation to pay money or complete Required Improvements that may arise out of this Agreement; (ii) each Transferee is under no obligation or burden to complete the terms and conditions of this Agreement; (iii) the recordation of this Agreement is for the purpose of putting Transferee(s) on notice of the Agreement’s terms and that the County has no obligation to construct the Required Improvements or any portion of the Required Improvements nor does the Agreement in anyway guarantee that any of the Required Improvements will be constructed; and (iv) the Agreement conveys no right or right of action by Transferee(s) against the County for any act or omission of the County, including but not limited to, the County decisions or acts which result in the Required Improvements, or any part of the Required Improvements, not being constructed.

25. **Binding Authorization.** By signature on this Agreement, each signatory, signing in a representative capacity certifies that the signor is authorized to sign the Agreement on behalf of and bind the signor’s principal.

26. **Expiration.** Unless otherwise extended, this Agreement shall expire twelve (12) months after the Completion Date, or by the express written release of Developer by County from this Agreement granted as part of an approval for a change of use of the Real Property. Upon expiration, the parties agree to execute a document in recordable form, formally evidencing such expiration.

27. **Survival.** County’s rights under this Agreement, including County’s right to draw upon Developer’s Security in whole or in part to pay the full costs and expenses of completing the Required Improvements and repairs or replacements required herein along with any licenses granted in this Agreement and any costs of enforcement of this Agreement, shall survive the expiration of this Agreement, to the extent Developer’s obligations hereunder have not been satisfied in full before such expiration.

28. **No Agency.** It is agreed by and between the parties that Developer is not carrying out a function on behalf of County, and County does not have the right of direction or control of the manner in which Developer completes performance under this Agreement, nor does County have a right to exercise any control over the activities of the Developer. Developer is not an officer, employee, or agent of County as those terms are used in ORS 30.265.

29. **No Joint Venture or Partnership.** County is not, by virtue of this Agreement, a partner or joint venturer with Developer in connection with the Subdivision or the Real Property and shall have no obligation with respect to Developer’s debts or other liabilities of each and every nature.

30. **Liens.** Developer shall pay as due all claims for work done on and for services rendered or material furnished to the Real Property and shall keep the Real Property free from liens. If Developer fails to pay any such claims or to discharge any lien, County may do so and collect the cost from the Developer or Surety. Such action by County shall not constitute a waiver of any right or remedy that County may have on account of Developer’s failure to complete the Required Improvements or failure to observe the terms of this Agreement.

31. **Indemnification.** Developer shall be responsible for any, and all injury to any and all persons or property caused directly or indirectly by reason of any and all activities of Developer under this Agreement and on the Real Property; and further agrees to defend, indemnify and save harmless County, its officers, agents and employees from and against all claims, suits, actions, damages, costs, losses and expenses in any manner resulting from, arising out of, or connected with any such injury.

32. **Limitation of Liability.** This Agreement is subject to the Oregon Tort Claims Act, ORS 30.260 to 30.300.

33. **Attorney Fees and Costs.** In the event an action or suit or proceeding, including appeal there from, is brought by any party arising directly and/or indirectly out of the provisions of this Agreement or the interpretation thereof (including Developer's failure to complete the Required Improvements), each party will bear its own expenses for any such action, suit, proceeding or appeal.

34. **Waiver.** Waiver of the strict performance of any provision of this Agreement shall not constitute the waiver of any other provision of the Agreement. No waiver may be enforced against the County unless such waiver is in writing and signed by the County.

35. **Compliance with provisions, requirements of Federal and State laws, statutes, rules, regulations, executive orders, and policies. Debt Limitation.** This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution. Any provisions herein, which would conflict with the law, are deemed inoperative to that extent. Additionally, Developer shall comply with any requirements, conditions, or limitations arising under any Federal or State law, statute, rule, regulation, executive order, and policy applicable to the Required Improvements. If this Agreement is in any manner construed to constitute the lending of the County's credit or constitute a debt of County in violation of Article XI, Section 10, of the Oregon Constitution, this Agreement shall be void.

36. **No Inducement.** No representations, statements, warranties have induced the making and execution of this Agreement, or Agreements other than those herein expressed.

37. **Governing Law.** 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 County and Developer that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Crook County for the State of Oregon; provided, however, if a Claim shall 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 Eugene, Oregon. DEVELOPER BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. The parties agree that the UN Convention on International Sales of Goods shall not apply.

38. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be void, invalid or unenforceable, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held void, invalid unenforceable.

39. **Counterparts.** This Agreement may be executed in several counterparts, all of which when taken together shall constitute one Agreement binding on all parties, notwithstanding that all parties are

not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original. If this Agreement is signed in counterpart, each counterpart shall be recorded as provided herein for the recording of this Agreement and each counterpart shall be noted on the recorded plat map.

40. **Notice.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing to Developer or County at the address or number set forth below or to such other addresses or numbers as either party may hereafter indicate in writing. Delivery may be by personal delivery, facsimile, or mailing the same, postage prepaid.

a. Communication or notice by personal delivery shall be deemed delivered when actually given to the designated person or representative.

b. Any communication or notice sent by facsimile shall be deemed delivered when the transmitting machine generates receipt of the transmission. To be effective against County, such facsimile transmission shall be confirmed by telephone notice to County Counsel.

c. Any communication or notice mailed shall be deemed delivered five (5) days after mailing. Any notice under this Agreement shall be mailed by first class postage or delivered as follows:

To Developer:

FNF NV Brasada, LLC
c/o Brent McLean
16986 SW Brasada Ranch Road
Powell Butte, Oregon 97753

To County:

Crook County Counsel's Office
300 NE Third St
Prineville, OR 97754

41. **Time is of the Essence.** Time is of the essence of each and every provision of this Agreement.

42. **Captions.** The captions contained in this Agreement were inserted for the convenience of reference only. Captions do not, in any manner, define, limit, or describe the provisions of this Agreement or the intentions of the parties.

43. **Merger Clause.** This Agreement and the attached exhibits constitute the entire Agreement between the parties and supercedes any and all prior or contemporaneous negotiations and/or agreements among the parties, whether written or oral, concerning the subject matter of this Agreement which are not fully expressed herein. All understandings and agreements between the parties and representatives by either party concerning this Agreement are contained in this Agreement. This Agreement shall bind all parties and its terms may not be waived, altered, modified, supplemented, or amended in any manner except by written instrument signed by all parties. Except as otherwise expressly provided herein, any written waiver, consent, modification or change shall be effective only when in writing and signed by the parties in the specific instance and for the specific purpose given.

[Signature page follows]

Executed this ____ day of September, 2022.

Crook County, a political subdivision of the State of Oregon

Seth Crawford
County Judge

Jerry Brummer
County Commissioner

Brian Barney
County Commissioner

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

This instrument was acknowledged before me on this ____ day of _____, 20____, by Crook County Judge Seth Crawford, Crook County Commissioner Jerry Brummer, and Crook County Commissioner Brian Barney as the County Court of Crook County, Oregon.

Notary Public – State of Oregon

Executed this ____ day of _____, 20__.

FNF NV Brasada, LLC

By: _____

Printed Name

Title: _____

This instrument was acknowledged before me on this ____ day of _____, 20____, by _____ as _____ of _____.

Notary Public – State of Oregon

Phase 15 - Est to Complete for County

8/31/2022

Description
Mobilization, Clearing, Erosion Control
General Excavation
Class 50 Rock Rip Rap
Common Utility Trench
Sewer Pressure Mains, Valves, Lift Station
Culvert Pipe and Build
Roadway Aggregate and Paving
Electrical Conduit (3-6")
4-Inch Sch. 40 Telephone Conduit
1-Inch Sch. 40 Telephone Conduit
Telephone Conduit (1&4")
Gas Main (4")
Electrical and Com Vaults
Water Services Mains, Valves, Pressure Station(s)
Hydrant Assemblies
Total

Bond No. 1000891987

SUBDIVISION/SITE IMPROVEMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, FNF NV BRASADA LLC
as Principal, and U.S. SPECIALTY INSURANCE COMPANY, of Houston, TX, as Surety, are held

and firmly bound unto the CROOK COUNTY
300 NE 3rd Street, Prineville, OR, 97754
as Obligee, in the sum of One Million Five Hundred Forty Two Thousand Five Hundred Sixty One and 49/100

(\$ 1,542,561.49) Dollars for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our executors, administrators, successors, and assigns, firmly by these presents.

WHEREAS, the Principal has agreed to perform the various improvements as detailed by either the plan(s)/specification(s)/agreement, prepared by

to the subdivision known as Brasada Ranch Phase 15 Plat (Infrastructure for Final Completion of Home Sites), File number 217-22-000451-PLNG

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that, if said Principal shall perform and complete said improvements to said development in accordance with either the plan (s)/specification(s)/agreement, then this obligation shall be void, otherwise to be and remain in full force and effect.

THIS BOND WILL TERMINATE upon written acceptance of the improvements by the Obligee to the Principal and/or Surety.

Sealed with our seals and dated this 30th day of August, 2022.

FNF NV BRASADA LLC
16986 SW Brasada Ranch Road, Powell Butte, OR, 97753

By: _____
Principal

U.S. SPECIALTY INSURANCE COMPANY
13403 Northwest Freeway, Houston, TX, 77040-6094

By: _____
Tracy Aston, Attorney-in-fact



EXHIBIT C Legal Description

A TRACT OF LAND BEING A PORTION OF PARCELS 2 AND 3 OF PARTITION PLAT 1996-63, RECORDS OF CROOK COUNTY, OREGON; LOCATED IN THE SOUTH ONE-HALF (S1/2) OF SECTION 26, TOWNSHIP 16 SOUTH, RANGE 14 EAST, WILLAMETTE MERIDIAN, CROOK COUNTY, OREGON; SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE "INITIAL POINT", WHICH BEARS NORTH 34°02'29" EAST, A DISTANCE OF 1433.59 FEET, FROM THE SOUTHWEST CORNER OF SAID SECTION 26, SAID POINT ALSO BEING A POINT CURVATURE WITH A CURVE HAVING A RADIUS OF 825.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 5°46'50" WEST;

THENCE, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 0°14'26", AN ARC DISTANCE OF 3.46 FEET (THE CHORD OF WHICH BEARS NORTH 84°20'23" EAST, A DISTANCE OF 3.46 FEET), TO A POINT OF REVERSE CURVATURE WITH A CURVE HAVING A RADIUS OF 910.00 FEET;

THENCE, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 30°57'15", AN ARC DISTANCE OF 491.63 FEET (THE CHORD OF WHICH BEARS NORTH 68°58'58" EAST, A DISTANCE OF 485.67 FEET), TO A POINT OF NON-TANGENCY;

THENCE, SOUTH 34°55'12" EAST, A DISTANCE OF 324.30 FEET, TO A POINT OF CURVATURE WITH A CURVE HAVING A RADIUS OF 435.00 FEET;

THENCE, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 43°52'46", AN ARC DISTANCE OF 333.14 FEET (THE CHORD OF WHICH BEARS SOUTH 56°51'35" EAST, A DISTANCE OF 325.06 FEET), TO A POINT OF NON-TANGENCY;

THENCE, NORTH 11°20'25" EAST, A DISTANCE OF 217.42 FEET;

THENCE, NORTH 68°52'31" EAST, A DISTANCE OF 150.00 FEET;

THENCE, CONTINUING NORTH 68°52'31" EAST, A DISTANCE OF 211.68 FEET;

THENCE, NORTH 68°38'41" EAST, A DISTANCE OF 288.93 FEET;

THENCE, NORTH 71°46'36" EAST, A DISTANCE OF 296.65 FEET;

THENCE, NORTH 81°07'37" EAST, A DISTANCE OF 50.38 FEET;

THENCE, SOUTH 80°33'37" EAST, A DISTANCE OF 241.91 FEET;

THENCE, SOUTH 69°16'02" EAST, A DISTANCE OF 196.45 FEET;

THENCE, SOUTH 61°15'49" EAST, A DISTANCE OF 157.86 FEET;

THENCE, SOUTH 87°56'23" EAST, A DISTANCE OF 160.00 FEET;

THENCE, SOUTH 1°45'36" EAST, A DISTANCE OF 175.00 FEET, TO A POINT OF CURVATURE WITH A CURVE HAVING A RADIUS OF 485.00 FEET;

THENCE, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 8°19'19", AN ARC DISTANCE OF 70.44 FEET (THE CHORD OF WHICH BEARS SOUTH 87°35'57" EAST, A DISTANCE OF 70.38 FEET), TO A POINT OF NON-TANGENCY;

THENCE, SOUTH 6°33'42" WEST, A DISTANCE OF 50.00 FEET;

THENCE, CONTINUING SOUTH 6°33'42" WEST, A DISTANCE OF 135.06 FEET;

THENCE, SOUTH 7°14'12" WEST, A DISTANCE OF 197.78 FEET;

THENCE, SOUTH 10°49'44" WEST, A DISTANCE OF 125.00 FEET;

THENCE, SOUTH 10°35'32" WEST, A DISTANCE OF 197.14 FEET;

THENCE, SOUTH 24°06'50" WEST, A DISTANCE OF 251.78 FEET;

THENCE, SOUTH 48°16'37" WEST, A DISTANCE OF 195.89 FEET;

THENCE, SOUTH 74°00'08" WEST, A DISTANCE OF 193.67 FEET;

THENCE, SOUTH 80°48'21" WEST, A DISTANCE OF 194.22 FEET;

THENCE, NORTH 83°26'40" WEST, A DISTANCE OF 206.39 FEET;

THENCE, NORTH 74°05'00" WEST, A DISTANCE OF 238.49 FEET;

THENCE, NORTH 39°03'33" WEST, A DISTANCE OF 242.08 FEET;

THENCE, NORTH 14°51'37" WEST, A DISTANCE OF 244.69 FEET;

THENCE, NORTH 25°43'17" EAST, A DISTANCE OF 310.99 FEET;

THENCE, NORTH 43°40'36" EAST, A DISTANCE OF 225.78 FEET;

THENCE, NORTH 28°15'08" EAST, A DISTANCE OF 150.00 FEET;

THENCE, NORTH 21°09'47" WEST, A DISTANCE OF 152.84 FEET, TO A POINT OF CURVATURE WITH A CURVE HAVING A RADIUS OF 725.00 FEET;

THENCE, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF $25^{\circ}24'10''$, AN ARC DISTANCE OF 321.44 FEET (THE CHORD OF WHICH BEARS SOUTH $56^{\circ}08'08''$ WEST, A DISTANCE OF 318.81 FEET), TO A POINT OF REVERSE CURVATURE WITH A CURVE HAVING A RADIUS OF 485.00 FEET;

THENCE, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF $51^{\circ}39'56''$, AN ARC DISTANCE OF 437.34 FEET (THE CHORD OF WHICH BEARS SOUTH $69^{\circ}16'01''$ WEST, A DISTANCE OF 422.67 FEET), TO A POINT OF NON-TANGENCY;

THENCE, SOUTH $39^{\circ}37'43''$ WEST, A DISTANCE OF 243.42 FEET;

THENCE, SOUTH $50^{\circ}22'14''$ WEST, A DISTANCE OF 213.22 FEET;

THENCE, SOUTH $54^{\circ}51'47''$ WEST, A DISTANCE OF 125.00 FEET;

THENCE, SOUTH $30^{\circ}21'21''$ WEST, A DISTANCE OF 125.00 FEET;

THENCE, SOUTH $25^{\circ}10'25''$ WEST, A DISTANCE OF 165.26 FEET;

THENCE, SOUTH $49^{\circ}48'11''$ WEST, A DISTANCE OF 278.30 FEET;

THENCE, NORTH $87^{\circ}23'50''$ WEST, A DISTANCE OF 174.53 FEET;

THENCE, NORTH $42^{\circ}04'58''$ WEST, A DISTANCE OF 240.37 FEET;

THENCE, NORTH $12^{\circ}21'40''$ EAST, A DISTANCE OF 234.07 FEET;

THENCE, NORTH $25^{\circ}25'33''$ EAST, A DISTANCE OF 150.00 FEET;

THENCE, NORTH $29^{\circ}13'27''$ EAST, A DISTANCE OF 150.19 FEET;

THENCE, NORTH $37^{\circ}05'07''$ EAST, A DISTANCE OF 149.73 FEET;

THENCE, NORTH $46^{\circ}05'39''$ EAST, A DISTANCE OF 150.00 FEET;

THENCE, SOUTH $79^{\circ}50'54''$ EAST, A DISTANCE OF 342.54 FEET, TO A POINT OF NON-TANGENT CURVATURE WITH A CURVE HAVING A RADIUS OF 435.00 FEET;

THENCE, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF $2^{\circ}43'57''$, AN ARC DISTANCE OF 20.75 FEET (THE CHORD OF WHICH BEARS NORTH $40^{\circ}58'57''$ EAST, A DISTANCE OF 20.74 FEET), TO A POINT OF TANGENCY;

THENCE, NORTH $39^{\circ}36'58''$ EAST, A DISTANCE OF 127.35 FEET, TO A POINT OF NON-TANGENT CURVATURE WITH A CURVE HAVING A RADIUS OF 485.00 FEET;

THENCE, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 12°30'33", AN ARC DISTANCE OF 105.89 FEET (THE CHORD OF WHICH BEARS NORTH 41°10'29" WEST, A DISTANCE OF 105.68 FEET), TO A POINT OF TANGENCY;

THENCE, NORTH 34°55'12" WEST, A DISTANCE OF 274.29 FEET, TO A POINT OF NON-TANGENT CURVATURE WITH A CURVE HAVING A RADIUS OF 960.00 FEET;

THENCE, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 27°53'16", AN ARC DISTANCE OF 467.26 FEET (THE CHORD OF WHICH BEARS SOUTH 70°30'58" WEST, A DISTANCE OF 462.67 FEET), TO A POINT OF REVERSE CURVATURE WITH A CURVE HAVING A RADIUS OF 775.00 FEET;

THENCE, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 0°14'26", AN ARC DISTANCE OF 3.25 FEET (THE CHORD OF WHICH BEARS SOUTH 84°20'23" WEST, A DISTANCE OF 3.25 FEET), TO A POINT OF NON-TANGENCY, SAID POINT ALSO BEING THE SOUTHEASTERLY MOST CORNER OF SW PARAGON COURT (PRIVATE ROAD) AS SHOWN ON BRASADA RANCH 14, RECORDED JULY 19, 2021 AS MF NO. 2021-310593, OFFICIAL RECORDS OF CROOK COUNTY, OREGON;

THENCE, NORTH 5°46'50" WEST, A DISTANCE OF 50.00 FEET, ALONG THE BOUNDARY OF SAID BRASADA RANCH 14, TO THE POINT OF BEGINNING.

HEREIN DESCRIBED LANDS CONTAIN 53.296 ACRES, MORE OR LESS

THENCE, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 25°24'10", AN ARC DISTANCE OF 321.44 FEET (THE CHORD OF WHICH BEARS SOUTH 56°08'08" WEST, A DISTANCE OF 318.81 FEET), TO A POINT OF REVERSE CURVATURE WITH A CURVE HAVING A RADIUS OF 485.00 FEET;

THENCE, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 51°39'56", AN ARC DISTANCE OF 437.34 FEET (THE CHORD OF WHICH BEARS SOUTH 69°16'01" WEST, A DISTANCE OF 422.67 FEET), TO A POINT OF NON-TANGENCY;

THENCE, SOUTH 39°37'43" WEST, A DISTANCE OF 243.42 FEET;

THENCE, SOUTH 50°22'14" WEST, A DISTANCE OF 213.22 FEET;

THENCE, SOUTH 54°51'47" WEST, A DISTANCE OF 125.00 FEET;

THENCE, SOUTH 30°21'21" WEST, A DISTANCE OF 125.00 FEET;

THENCE, SOUTH 25°10'25" WEST, A DISTANCE OF 165.26 FEET;

THENCE, SOUTH 49°48'11" WEST, A DISTANCE OF 278.30 FEET;

THENCE, NORTH 87°23'50" WEST, A DISTANCE OF 174.53 FEET;

THENCE, NORTH 42°04'58" WEST, A DISTANCE OF 240.37 FEET;

THENCE, NORTH 12°21'40" EAST, A DISTANCE OF 234.07 FEET;

THENCE, NORTH 25°25'33" EAST, A DISTANCE OF 150.00 FEET;

THENCE, NORTH 29°13'27" EAST, A DISTANCE OF 150.19 FEET;

THENCE, NORTH 37°05'07" EAST, A DISTANCE OF 149.73 FEET;

THENCE, NORTH 46°05'39" EAST, A DISTANCE OF 150.00 FEET;

THENCE, SOUTH 79°50'54" EAST, A DISTANCE OF 342.54 FEET, TO A POINT OF NON-TANGENT CURVATURE WITH A CURVE HAVING A RADIUS OF 435.00 FEET;

THENCE, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 2°43'57", AN ARC DISTANCE OF 20.75 FEET (THE CHORD OF WHICH BEARS NORTH 40°58'57" EAST, A DISTANCE OF 20.74 FEET), TO A POINT OF TANGENCY;

THENCE, NORTH 39°36'58" EAST, A DISTANCE OF 127.35 FEET, TO A POINT OF NON-TANGENT CURVATURE WITH A CURVE HAVING A RADIUS OF 485.00 FEET;

THENCE, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 12°30'33", AN ARC DISTANCE OF 105.89 FEET (THE CHORD OF WHICH BEARS NORTH 41°10'29" WEST, A DISTANCE OF 105.68 FEET), TO A POINT OF TANGENCY;

THENCE, NORTH 34°55'12" WEST, A DISTANCE OF 274.29 FEET, TO A POINT OF NON-TANGENT CURVATURE WITH A CURVE HAVING A RADIUS OF 960.00 FEET;

THENCE, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 27°53'16", AN ARC DISTANCE OF 467.26 FEET (THE CHORD OF WHICH BEARS SOUTH 70°30'58" WEST, A DISTANCE OF 462.67 FEET), TO A POINT OF REVERSE CURVATURE WITH A CURVE HAVING A RADIUS OF 775.00 FEET;

THENCE, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 0°14'26", AN ARC DISTANCE OF 3.25 FEET (THE CHORD OF WHICH BEARS SOUTH 84°20'23" WEST, A DISTANCE OF 3.25 FEET), TO A POINT OF NON-TANGENCY, SAID POINT ALSO BEING THE SOUTHEASTERLY MOST CORNER OF SW PARAGON COURT (PRIVATE ROAD) AS SHOWN ON BRASADA RANCH 14, RECORDED JULY 19, 2021 AS MF NO. 2021-310593, OFFICIAL RECORDS OF CROOK COUNTY, OREGON;

THENCE, NORTH 5°46'50" WEST, A DISTANCE OF 50.00 FEET, ALONG THE BOUNDARY OF SAID BRASADA RANCH 14, TO THE POINT OF BEGINNING.

HEREIN DESCRIBED LANDS CONTAIN 53.296 ACRES, MORE OR LESS

COMPLETION AGREEMENT
Brasada Ranch Overnight Lodging Unit Ratio

This Completion Agreement, hereinafter referred to as the “Agreement,” relating to the construction of Required Improvements (as defined herein) to be constructed on the Real Property (as defined herein) as required in the conditions of approval in Crook County file number 217-22-000451-PLNG is made, entered into, and effective this 7th day of September, 2022 (hereinafter “the Effective Date”), by and between Crook County, Oregon, a Political Subdivision of the State of Oregon, hereinafter referred to as “County”, and FNF NV Brasada, LLC, hereinafter referred to as “Developer.”

RECITALS

- A. WHEREAS, Developer is the subdivider of the Subdivision known as “Brasada Ranch Phase 15,” (the “Subdivision”) approved in Crook County file number 217-22-000451-PLNG; and
- B. WHEREAS, as a requirement to qualify for destination resort status, Developer must meet and maintain a legally specified ratio of overnight lodging units (as defined herein) to residential lots. In Crook County, that ratio is no more than 2.5 residential lots to 1 overnight lodging unit; and
- C. WHEREAS, Pursuant to the authority of Crook County Code section 18.116.040(3)(d), and other applicable portions of the County Code, Developer seeks to secure the completion of the Required Improvements to meet that required ratio; and
- D. WHEREAS, Developer intends to file and record a final plat (the “Final Plat”) for the Subdivision prior to the completion of the Required Improvements; and
- E. WHEREAS, Crook County Code Section 18.116.040 provides that Developer may, in lieu of completing Required Improvements for a subdivision prior to filing the final plat, enter into an Agreement with County for the completion of Required Improvements and provide a good and sufficient form of security, consistent with Crook County Code Section 18.116.040 to provide for the completion of the required improvements; and
- F. WHEREAS, the Required Improvements, as further defined in Section 3 below, include the following:
- Construction of fourteen (14) overnight lodging units (hereinafter “OLUs”) which conform to the definition thereof found at Crook County Code section 18.116.030(5).
 - Construction of private utilities, water and sewer infrastructure, and required services to each lot, i.e., power, gas, and communications.
 - Construction of roadways providing required access to each lot.
- G. WHEREAS, the parties desire to establish a definitive deadline for completion of the Required Improvements in accordance with Crook County Code section 18.116.040(3)(d). Developer has agreed to provide financial security for its obligations to construct the Required Improvements in the form of a bond, and the parties desire to memorialize their understandings pursuant to the terms and conditions of this Agreement; and

H. WHEREAS, the Required Improvements under this Agreement do not constitute a public improvement as the term is defined in ORS 279A.010(cc); and

I. WHEREAS, the Subdivision is exempt from the provisions of ORS 92.305 to 92.495 for the reason that County's Comprehensive Land Use Plan and implementing Ordinances are acknowledged under ORS 192.251; and

J. WHEREAS, Developer as principal and U.S. Specialty Insurance Company, a corporation formed under the laws of the State of Texas as surety (hereinafter "the Surety") has bonded the completion of the Required Improvements.

NOW, THEREFORE, IT IS HEREBY AGREED by and between the parties above mentioned, for and in consideration of the mutual promises hereinafter stated, as follows:

1. **Recitals:** The Recitals to this Agreement set forth above are incorporated herein as if fully set out, shall constitute contractual provisions and are not mere recitals. This Agreement incorporates the conditions of approval described in Crook County file number 217-22-000451-PLNG, available for review at the County Community Development department.

2. **Exhibits:** The Exhibits set forth below and attached to this Agreement are hereby incorporated by reference and made a part of this Agreement:

- Exhibit A - List of Required Improvements and cost estimates submitted by Developer, including required contingency, in the total amount of \$6,138,053.00.
- Exhibit B – Copy of Subdivision Bond.
- Exhibit C – Real Property description.

3. **Identification of Required Improvements:** Developer shall install and complete, or cause to be installed and completed, the improvements required by the Permits, as listed in Exhibit "A," to the extent that the same remain to be completed ("Required Improvements").

4. **Construction of Required Improvements.** The Required Improvements shall be installed and completed to County and State of Oregon specifications, as each may be applicable, not later than four years after the date first written above ("Completion Date"). Developer shall obtain County and/or State of Oregon approval of the Required Improvements, which include but are not limited to the issuance of certificates of occupancy for all of the OLU's secured by this Agreement, on or before the Completion Date, provided, however, that Developer will not be deemed to be in default hereunder for any delay of the County in reviewing and inspecting the Required Improvements. Developer shall also repair all existing and constructed facilities, within and without the Subdivision and Real Property, damaged during any such installation, on or before the Completion Date.

5. **Warranty of Improvements.** Developer hereby warrants that the Required Improvements shall remain free from defects and materials or workmanship and that the Required Improvements will continue to meet County and/or State of Oregon standards for twelve (12) months following the Completion Date ("Warranty Period"). Upon completion and approval of any portion of the Required Improvements, Developer shall obtain a bond or other security in favor of, and reasonably acceptable to,

the County in the amount of ten percent (10%) of the construction costs of such improvements to secure the warranty obligations under this Paragraph 5.

6. **License to Enter and Remain on Property.** Developer hereby grants County and County's employees, engineers, consultants, agents, contractors, subcontractors, and suppliers, license to come on to and remain on the Real Property as necessary to make inspections of the required improvements. If County determines that any portion of the Required Improvements has not been completed by the Completion Date, County or its employees, engineers, consultants, agents, contractors, subcontractors and suppliers may enter on to and remain on the Real Property and may, but are not required to, cause the applicable portion of the Required Improvements to be installed and completed.

7. **Right to Draw on Security.** Upon failure of the Developer to complete the Required Improvements by the Completion Date, or within thirty (30) days prior to the expiration date (if any) of the then-current bond, County may but is not required to draw upon the Subdivision Bond for any and all costs and expenses anticipated to be incurred by County, as determined by County, in the completion of the Required Improvements. For the purposes of this Agreement and access to any security offered and accepted to secure Developer's performance, Developer's failure to complete the Required Improvements shall include failure to install or have installed any portion of the Required Improvements to County specifications, approved plans and applicable Building Specialty Codes and failure to complete any required inspections by the Completion Date.

8. **Ingress and Egress.** Prior to or contemporaneous with recording any instrument conveying any platted lot located on the Real Property, Developer shall provide legal rights of ingress and egress to the owner or purchaser of the platted lot.

9. **No County Guarantee.** County does not guarantee that any of the Required Improvements referred to in this Agreement will be constructed, maintained, or operated.

10. **License to Use Permits, Specifications, and Plans.** If County determines that any portion of the Required Improvements has not been satisfactorily completed as specified by the Completion Date, Developer shall, upon demand of the County, license to County all of Developer's applicable permits, plans, specifications, shop drawings, instruments, permits and approvals, and other documents necessary or useful in the completion of or related in any manner to the applicable Required Improvements. Upon such demand, Developer shall deliver physical possession of such permits, plans, specifications, shop drawings, instruments, permits, approvals, and other documents to the County. County may assign the license referred to in this Paragraph for any purpose without further approval from Developer.

11. **No Third-Party Beneficiaries.** County and Developer are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons, unless such third persons are individually identified by name in this Agreement and expressly described as intended beneficiaries of this Agreement.

12. **Restoration of Monuments.** Developer shall restore any monument erected or used for the purpose of designing a survey marker or boundary of any town, tract, plat or parcel of land which monument is broken, damaged, removed or destroyed, during the course of work provided for or

anticipated by this Agreement, whether intentional or otherwise, by the Developer or Developer's agents, employees or independent contractors.

13. **Costs of Inspection.** Developer shall pay to County the actual costs incurred by County in the inspection of the completed Required Improvements, plus any fees, such as plan check fees and structural, electrical, plumbing and other specialty codes inspection fees normally associated with the review and inspection of any improvements on the Real Property.

14. **Security for Required Improvements.** The Developer's security shall consist of a bond, issued in favor of the County by the Surety, deposited with the County in the amount of \$6,138,053.00, with date of expiration of not less than twelve (12) months past the Completion Date established herein (the "Subdivision Bond"). The amount of the Subdivision Bond represents one hundred thirty percent (130%) of the estimated costs, as set forth in Exhibit A hereto, of completing the Required Improvements to County standards. As used herein, issuers of Surety Bonds individually or collectively may be referred to as "Surety." Surety shall have a Financial Strength Rating of no less than "A" (Excellent) in Financial Size Category IX by A.M. Best Company. If Surety's Financial Strength Rating falls below the minimum required by this Paragraph prior to completion of the Required Improvements, Developer shall provide a replacement bond issued by a Surety with the minimum Financial Strength Rating.

15. **Developer's Obligation for Costs.** Developer expressly acknowledges, understands, and agrees that this Agreement shall not relieve Developer from the obligation to complete and fully pay for the Required Improvements and other costs and fees set forth in this Agreement. Should Developer fail to perform its responsibilities under this Agreement in any manner, Developer agrees to compensate County for all costs, related to Developer's failure to perform its obligation to complete and warrant the Required Improvements and pay costs and fees.

16. **Release of Security or Obligation.** After the Required Improvements have been inspected and approved by the County Community Development or Road Departments, County shall release the Developer's security, provided Developer has procured the warranty security required pursuant to this Agreement. County may make partial releases of any security when appropriate. Upon written request of Developer, County may release any of Developer's obligations under the terms and conditions of this Agreement in writing upon completion and County inspection and approval of any portion of the Required Improvements.

17. **Recording Final Plat.** This Agreement is contingent upon the recording of the Final Plat for the Subdivision, which either party may cause to be recorded at its own expense.

18. **Shortfall In Security.** If the amount available to be drawn from Developer's security is less than the costs and expenses anticipated to be incurred, or actually incurred, by County, County may apply the proceeds of the security to the anticipated or actual costs and expenses and completion of the Required Improvement and then hold Developer responsible and liable for the difference between the anticipated or actual costs and expenses of completion and the amount of the remaining security, if any.

19. **Incidental Costs.** Without limiting the generality of the foregoing, if upon County's written notice to Surety of Developer's failure to complete Required Improvements, and the proceeds of the Subdivision Bond are not remitted to County within ten (10) days of demand for funds by the County, or the Required Improvements are not installed within a reasonable time period determined by County after

notice to the Surety, then County's costs of obtaining the proceeds of the Surety Bond and/or completing the Required Improvements and all incidental costs shall be added to the amount due County from the Surety. However, in no event shall the amount due from the Surety exceed the penal sum of the Subdivision Bond.

20. **Substandard Improvements.** Should the Required Improvements prove to be substandard or defective within the twelve (12) month Warranty Period described in this Agreement, County shall notify Developer and/or Surety of the warranty obligation in writing of such substandard or defective Required Improvements. Developer and/or the Surety shall then have sixty (60) days to complete repair or replacement of the Required Improvements; provided, however, in the event that such repair or replacement cannot reasonably be completed within sixty (60) days, then the same shall be extended by such period of time as is reasonably necessary so long as Developer and/or the Surety promptly commence and thereafter diligently prosecute such repair or replacement. Should Developer and/or the Surety fail to complete repair or replacement of the Required Improvements within the required time period, County may remedy the defects and demand payment for such from Developer and/or the Surety.

21. **Restriction on the Issuance of Building Permits.** Building Permits shall not be issued for any lot or parcel of the Subdivision until all required fire protection facilities, including water service to each lot sufficient for fire flows, have been constructed in compliance with the Permits and approved access roads have been completed to minimal Fire Code Standards.

22. **Final Plat Notation.** The existence of this Agreement shall be noted upon the Final Plat by reference to the Recording Book and Page Numbers.

23. **Successors In Interest.** The original of this Agreement shall be recorded with the Crook County Clerk and shall be a condition and covenant that shall run with the Real Property. It is the intent of the parties that the provisions of this Agreement shall be binding upon the parties to this Agreement, and their respective successors, heirs, executors, administrators, and assigns, and any other party deriving any right, title or interest in or to the Real Property, including any person who holds such interest as security for the payment of any obligation, including a mortgagee, or other secured party in actual possession of said Real Property by foreclosure or otherwise or any person taking title from such security holder. Upon completion of the Required Improvements, and the expiration of the Warranty Period, County, upon request by Developer or any person or persons owning a lot in Subdivision, shall release a lot from the condition and covenant subsisting under this Agreement.

24. **Lot Purchasers.** Notwithstanding the terms of Paragraph 23, the terms of this Paragraph 24 shall apply to each separate legal parcel (each, a "Lot") created from the Real Property or platted in a subdivision and sold or transferred to a third party (each such buyer or transferee and his or her successors and assigns is a "Transferee"): (i) each such Lot(s) is conveyed free of any obligation to pay money or complete Required Improvements that may arise out of this Agreement; (ii) each Transferee is under no obligation or burden to complete the terms and conditions of this Agreement; (iii) the recordation of this Agreement is for the purpose of putting Transferee(s) on notice of the Agreement's terms and that the County has no obligation to construct the Required Improvements or any portion of the Required Improvements nor does the Agreement in anyway guarantee that any of the Required Improvements will be constructed; and (iv) the Agreement conveys no right or right of action by Transferee(s) against the

County for any act or omission of the County, including but not limited to, the County decisions or acts which result in the Required Improvements, or any part of the Required Improvements, not being constructed.

25. **Binding Authorization.** By signature on this Agreement, each signatory, signing in a representative capacity certifies that the signor is authorized to sign the Agreement on behalf of and bind the signor's principal.

26. **Expiration.** Unless otherwise extended, this Agreement shall expire twelve (12) months after the Completion Date, or by the express written release of Developer by County from this Agreement granted as part of an approval for a change of use of the Real Property. Upon expiration, the parties agree to execute a document in recordable form, formally evidencing such expiration.

27. **Survival.** County's rights under this Agreement, including County's right to draw upon Developer's Security in whole or in part to pay the full costs and expenses of completing the Required Improvements and repairs or replacements required herein along with any licenses granted in this Agreement and any costs of enforcement of this Agreement, shall survive the expiration of this Agreement, to the extent Developer's obligations hereunder have not been satisfied in full before such expiration.

28. **No Agency.** It is agreed by and between the parties that Developer is not carrying out a function on behalf of County, and County does not have the right of direction or control of the manner in which Developer completes performance under this Agreement, nor does County have a right to exercise any control over the activities of the Developer. Developer is not an officer, employee, or agent of County as those terms are used in ORS 30.265.

29. **No Joint Venture or Partnership.** County is not, by virtue of this Agreement, a partner or joint venturer with Developer in connection with the Subdivision or the Real Property and shall have no obligation with respect to Developer's debts or other liabilities of each and every nature.

30. **Liens.** Developer shall pay as due all claims for work done on and for services rendered or material furnished to the Real Property and shall keep the Real Property free from liens. If Developer fails to pay any such claims or to discharge any lien, County may do so and collect the cost from the Developer or Surety. Such action by County shall not constitute a waiver of any right or remedy that County may have on account of Developer's failure to complete the Required Improvements or failure to observe the terms of this Agreement.

31. **Indemnification.** Developer shall be responsible for any, and all injury to any and all persons or property caused directly or indirectly by reason of any and all activities of Developer under this Agreement and on the Real Property; and further agrees to defend, indemnify and save harmless County, its officers, agents and employees from and against all claims, suits, actions, damages, costs, losses and expenses in any manner resulting from, arising out of, or connected with any such injury.

32. **Limitation of Liability.** This Agreement is subject to the Oregon Tort Claims Act, ORS 30.260 to 30.300.

33. **Attorney Fees and Costs.** In the event an action or suit or proceeding, including appeal there from, is brought by any party arising directly and/or indirectly out of the provisions of this Agreement or

the interpretation thereof (including Developer's failure to complete the Required Improvements), each party will bear its own expenses for any such action, suit, proceeding or appeal.

34. **Waiver.** Waiver of the strict performance of any provision of this Agreement shall not constitute the waiver of any other provision of the Agreement. No waiver may be enforced against the County unless such waiver is in writing and signed by the County.

35. **Compliance with provisions, requirements of Federal and State laws, statutes, rules, regulations, executive orders, and policies. Debt Limitation.** This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution. Any provisions herein, which would conflict with the law, are deemed inoperative to that extent. Additionally, Developer shall comply with any requirements, conditions, or limitations arising under any Federal or State law, statute, rule, regulation, executive order, and policy applicable to the Required Improvements. If this Agreement is in any manner construed to constitute the lending of the County's credit or constitute a debt of County in violation of Article XI, Section 10, of the Oregon Constitution, this Agreement shall be void.

36. **No Inducement.** No representations, statements, warranties have induced the making and execution of this Agreement, or Agreements other than those herein expressed.

37. **Governing Law.** 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 County and Developer that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Crook County for the State of Oregon; provided, however, if a Claim shall 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 Eugene, Oregon. DEVELOPER BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. The parties agree that the UN Convention on International Sales of Goods shall not apply.

38. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be void, invalid or unenforceable, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held void, invalid unenforceable.

39. **Counterparts.** This Agreement may be executed in several counterparts, all of which when taken together shall constitute one Agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original. If this Agreement is signed in counterpart, each counterpart shall be recorded as provided herein for the recording of this Agreement and each counterpart shall be noted on the recorded plat map.

40. **Notice.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing to Developer or County at the address or number set forth below or to such other addresses or numbers as either party may hereafter indicate in writing. Delivery may be by personal delivery, facsimile, or mailing the same, postage prepaid.

a. Communication or notice by personal delivery shall be deemed delivered when actually given to the designated person or representative.

b. Any communication or notice sent by facsimile shall be deemed delivered when the transmitting machine generates receipt of the transmission. To be effective against County, such facsimile transmission shall be confirmed by telephone notice to County Counsel.

c. Any communication or notice mailed shall be deemed delivered five (5) days after mailing. Any notice under this Agreement shall be mailed by first class postage or delivered as follows:

To Developer:

FNF NV Brasada, LLC
c/o Brent McLean
16986 SW Brasada Ranch Road
Powell Butte, Oregon 97753

To County:

Crook County Counsel's Office
300 NE Third St
Prineville, OR 97754

41. **Time is of the Essence.** Time is of the essence of each and every provision of this Agreement.

42. **Captions.** The captions contained in this Agreement were inserted for the convenience of reference only. Captions do not, in any manner, define, limit, or describe the provisions of this Agreement or the intentions of the parties.

43. **Merger Clause.** This Agreement and the attached exhibits constitute the entire Agreement between the parties and supercedes any and all prior or contemporaneous negotiations and/or agreements among the parties, whether written or oral, concerning the subject matter of this Agreement which are not fully expressed herein. All understandings and agreements between the parties and representatives by either party concerning this Agreement are contained in this Agreement. This Agreement shall bind all parties and its terms may not be waived, altered, modified, supplemented, or amended in any manner except by written instrument signed by all parties. Except as otherwise expressly provided herein, any written waiver, consent, modification or change shall be effective only when in writing and signed by the parties in the specific instance and for the specific purpose given.

[Signature page follows]

Executed this ___ day of _____, 20__.

Crook County, a political subdivision of the State of Oregon

Seth Crawford
County Judge

Jerry Brummer
County Commissioner

Brian Barney
County Commissioner

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

This instrument was acknowledged before me on this ___ day of _____ 20__, by Crook County Judge Seth Crawford, Crook County Commissioner Jerry Brummer, and Crook County Commissioner Brian Barney as the County Court of Crook County, Oregon.

Notary Public – State of Oregon

Executed this ___ day of _____, 20__.

FNF NV Brasada, LLC

By: _____

Printed Name

Title: _____

This instrument was acknowledged before me on this ___ day of _____ 20__, by _____ as _____ of _____.

Notary Public – State of Oregon



Brent McLean,

Below are the requested costs and balances for the 16 overnight Casita units that Sun Forest is building.

Total Cost

Sun Forest is building 16 overnight lodging units for FNF NV Brasada LLC. Work commenced 5/1/22 and is anticipated to be completed by 6/10/23. The total cost for all 16 overnight lodging units is \$ 5,157,738.00. Attached is the bid schedule.

Remaining Cost

Sun Forest is building 16 overnight lodging units for FNF NV Brasada LLC. Work commenced 5/1/22 and is anticipated to be completed by 6/10/23. The total cost for all 16 overnight lodging units is \$ 5,157,738.00. Attached is the bid schedule. The remaining cost is \$ 4,721,579.00.

Best,

A handwritten signature in black ink, appearing to read "Sam Houston", written in a cursive style.

Sam Houston
President
Sun Forest Construction.



Application and Certificate for Payment
(Comparable to AIA G703)

Non ADA unit.

Draw Req Date: 06/01/22

FNF NV Brasada, LLC

CASITA # 1

A ITEM #	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D		E		F TOTAL COMPLETE (D + E)	G PERCENT COMPLETE (F / C)	H BALANCE TO FINISH (C - F)
			WORK COMPLETED						
			FROM PREVIOUS	THIS PERIOD					
1.	Permits/Start of Const.	\$ 38,003	\$ -	\$ 38,003	\$ 38,003	100.0%			
2.	Foundation Poured	\$ 108,976	\$ -	\$ 108,976	\$ 108,976	100.0%			
3.	Framed	\$ 217,194	\$ -	\$ -	\$ -		\$217,194		
4.	Windows Set	\$ 49,964	\$ -	\$ -	\$ -		\$49,964		
5.	Siding Applied	\$ 63,250	\$ -	\$ -	\$ -		\$63,250		
6.	Exterior patio	\$ 26,001	\$ -	\$ -	\$ -		\$26,001		
7.	Roof Applied	\$ 47,541	\$ -	\$ -	\$ -		\$47,541		
8.	Exterior Doors	\$ 80,776	\$ -	\$ -	\$ -		\$80,776		
9.	Rough Plumbing	\$ 32,200	\$ -	\$ -	\$ -		\$32,200		
10.	Rough Electrical	\$ 15,420	\$ -	\$ -	\$ -		\$15,420		
11.	Rough Heating	\$ 23,000	\$ -	\$ -	\$ -		\$23,000		
12.	Insulation	\$ 52,962	\$ -	\$ -	\$ -		\$52,962		
13.	Drywall	\$ 28,360	\$ -	\$ -	\$ -		\$28,360		
14.	Fireplace	\$ 41,257	\$ -	\$ -	\$ -		\$41,257		
15.	Interior Trim & Doors	\$ 67,821	\$ -	\$ -	\$ -		\$67,821		
16.	Cabinets	\$ 32,010	\$ -	\$ -	\$ -		\$32,010		
17.	Interior Painting	\$ 35,247	\$ -	\$ -	\$ -		\$35,247		
18.	Exterior Painting	\$ 16,640	\$ -	\$ -	\$ -		\$16,640		
19.	Countertops & Tile	\$ 86,139	\$ -	\$ -	\$ -		\$86,139		
20.	Plumbing Fixtures	\$ 23,609	\$ -	\$ -	\$ -		\$23,609		
21.	Finish Electrical	\$ 26,330	\$ -	\$ -	\$ -		\$26,330		
22.	Kitchen/Bath Appliances	\$ 6,300	\$ -	\$ -	\$ -		\$6,300		
23.	Fire Sprinklers	\$ 40,710	\$ -	\$ -	\$ -		\$40,710		
24.	Hot Tubs	\$ 46,000	\$ -	\$ -	\$ -		\$46,000		
25.	Floor Coverings	\$ 33,136	\$ -	\$ -	\$ -		\$33,136		
26.	Final Punchlist	\$ 47,149	\$ -	\$ -	\$ -		\$47,149		
		\$ 1,285,995	\$ -	\$ 146,979	\$ 146,979	11.4%	\$ 1,139,016		



Application and Certificate for Payment
(Comparable to AIA G703)

Non ADA unit.

Draw Req Date: 06/01/22

FNF NV Brasada, LLC

CASITA # 2

A ITEM #	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F TOTAL COMPLETE (D + E)	G PERCENT COMPLETE (F / C)	H BALANCE TO FINISH (C - F)
			FROM	THIS			
			PREVIOUS	PERIOD			
1.	Permits/Start of Const.	\$ 38,003	\$ -	\$ 38,003	\$ 38,003	100.0%	
2.	Foundation Poured	\$ 108,976	\$ -	\$ 108,976	\$ 108,976	100.0%	
3.	Framed	\$ 217,194	\$ -	\$ -	\$ -		\$217,194
4.	Windows Set	\$ 49,964	\$ -	\$ -	\$ -		\$49,964
5.	Siding Applied	\$ 63,250	\$ -	\$ -	\$ -		\$63,250
6.	Exterior patio	\$ 26,001	\$ -	\$ -	\$ -		\$26,001
7.	Roof Applied	\$ 47,541	\$ -	\$ -	\$ -		\$47,541
8.	Exterior Doors	\$ 80,776	\$ -	\$ -	\$ -		\$80,776
9.	Rough Plumbing	\$ 32,200	\$ -	\$ -	\$ -		\$32,200
10.	Rough Electrical	\$ 15,420	\$ -	\$ -	\$ -		\$15,420
11.	Rough Heating	\$ 23,000	\$ -	\$ -	\$ -		\$23,000
12.	Insulation	\$ 52,962	\$ -	\$ -	\$ -		\$52,962
13.	Drywall	\$ 28,360	\$ -	\$ -	\$ -		\$28,360
14.	Fireplace	\$ 41,257	\$ -	\$ -	\$ -		\$41,257
15.	Interior Trim & Doors	\$ 67,821	\$ -	\$ -	\$ -		\$67,821
16.	Cabinets	\$ 32,010	\$ -	\$ -	\$ -		\$32,010
17.	Interior Painting	\$ 35,247	\$ -	\$ -	\$ -		\$35,247
18.	Exterior Painting	\$ 16,640	\$ -	\$ -	\$ -		\$16,640
19.	Countertops & Tile	\$ 86,139	\$ -	\$ -	\$ -		\$86,139
20.	Plumbing Fixtures	\$ 23,609	\$ -	\$ -	\$ -		\$23,609
21.	Finish Electrical	\$ 26,330	\$ -	\$ -	\$ -		\$26,330
22.	Kitchen/Bath Appliances	\$ 6,300	\$ -	\$ -	\$ -		\$6,300
23.	Fire Sprinklers	\$ 40,710	\$ -	\$ -	\$ -		\$40,710
24.	Hot Tubs	\$ 46,000	\$ -	\$ -	\$ -		\$46,000
25.	Floor Coverings	\$ 33,136	\$ -	\$ -	\$ -		\$33,136
26.	Final Punchlist	\$ 47,149	\$ -	\$ -	\$ -		\$47,149
		\$ 1,285,995	\$ -	\$ 146,979	\$ 146,979	11.4%	\$ 1,139,016



13
Application and Certificate for Payment
(Comparable to AIA G703)

ADA unit.

Draw Req Date: 06/01/22

FNF NV Brasada, LLC

CABIN # 3

A ITEM #	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D		E		F TOTAL COMPLETE (D + E)	G PERCENT COMPLETE (F / C)	H BALANCE TO FINISH (C - F)
			WORK COMPLETED						
			FROM PREVIOUS	THIS PERIOD					
1.	Permits/Start of Const.	\$ 38,003	\$ -	\$ 38,003	\$ 38,003	100.0%			
2.	Foundation Poured	\$ 110,326	\$ -	\$ 38,614	\$ 38,614	35.0%	\$71,712		
3.	Framed	\$ 217,194	\$ -	\$ -	\$ -		\$217,194		
4.	Windows Set	\$ 49,964	\$ -	\$ -	\$ -		\$49,964		
5.	Siding Applied	\$ 63,250	\$ -	\$ -	\$ -		\$63,250		
6.	Exterior patio	\$ 26,001	\$ -	\$ -	\$ -		\$26,001		
7.	Roof Applied	\$ 47,541	\$ -	\$ -	\$ -		\$47,541		
8.	Exterior Doors	\$ 80,776	\$ -	\$ -	\$ -		\$80,776		
9.	Rough Plumbing	\$ 32,200	\$ -	\$ -	\$ -		\$32,200		
10.	Rough Electrical	\$ 15,420	\$ -	\$ -	\$ -		\$15,420		
11.	Rough Heating	\$ 23,000	\$ -	\$ -	\$ -		\$23,000		
12.	Insulation	\$ 52,962	\$ -	\$ -	\$ -		\$52,962		
13.	Drywall	\$ 28,360	\$ -	\$ -	\$ -		\$28,360		
14.	Fireplace	\$ 41,257	\$ -	\$ -	\$ -		\$41,257		
15.	Interior Trim & Doors	\$ 67,821	\$ -	\$ -	\$ -		\$67,821		
16.	Cabinets	\$ 32,010	\$ -	\$ -	\$ -		\$32,010		
17.	Interior Painting	\$ 35,247	\$ -	\$ -	\$ -		\$35,247		
18.	Exterior Painting	\$ 16,640	\$ -	\$ -	\$ -		\$16,640		
19.	Countertops & Tile	\$ 89,586	\$ -	\$ -	\$ -		\$89,586		
20.	Plumbing Fixtures	\$ 25,691	\$ -	\$ -	\$ -		\$25,691		
21.	Finish Electrical	\$ 26,330	\$ -	\$ -	\$ -		\$26,330		
22.	Kitchen/Bath Appliances	\$ 6,300	\$ -	\$ -	\$ -		\$6,300		
22.	Fire Sprinklers	\$ 40,710	\$ -	\$ -	\$ -		\$40,710		
22.	Hot tubs	\$ 46,000	\$ -	\$ -	\$ -		\$46,000		
25.	Floor Coverings	\$ 33,136	\$ -	\$ -	\$ -		\$33,136		
26.	Final Punchlist	\$ 47,149	\$ -	\$ -	\$ -		\$47,149		
		\$ 1,292,874	\$ -	\$ 76,617	\$ 76,617	5.9%	\$ 1,216,257		



Application and Certificate for Payment
(Comparable to AIA G703)

ADA unit.

Draw Req Date: 06/01/22

FNF NV Brasada, LLC

CABIN # **4**

A ITEM #	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D		E		F TOTAL COMPLETE (D + E)	G PERCENT COMPLETE (F / C)	H BALANCE TO FINISH (C - F)
			WORK COMPLETED						
			FROM PREVIOUS	THIS PERIOD					
1.	Permits/Start of Const.	\$ 38,003	\$ -	\$ 38,003		\$ 38,003	100.0%		
2.	Foundation Poured	\$ 110,326	\$ -	\$ 27,581		\$ 27,581	25.0%	\$82,745	
3.	Framed	\$ 217,194	\$ -	\$ -		\$ -		\$217,194	
4.	Windows Set	\$ 49,964	\$ -	\$ -		\$ -		\$49,964	
5.	Siding Applied	\$ 63,250	\$ -	\$ -		\$ -		\$63,250	
6.	Exterior patio	\$ 26,001	\$ -	\$ -		\$ -		\$26,001	
7.	Roof Applied	\$ 47,541	\$ -	\$ -		\$ -		\$47,541	
8.	Exterior Doors	\$ 80,776	\$ -	\$ -		\$ -		\$80,776	
9.	Rough Plumbing	\$ 32,200	\$ -	\$ -		\$ -		\$32,200	
10.	Rough Electrical	\$ 15,420	\$ -	\$ -		\$ -		\$15,420	
11.	Rough Heating	\$ 23,000	\$ -	\$ -		\$ -		\$23,000	
12.	Insulation	\$ 52,962	\$ -	\$ -		\$ -		\$52,962	
13.	Drywall	\$ 28,360	\$ -	\$ -		\$ -		\$28,360	
14.	Fireplace	\$ 41,257	\$ -	\$ -		\$ -		\$41,257	
15.	Interior Trim & Doors	\$ 67,821	\$ -	\$ -		\$ -		\$67,821	
16.	Cabinets	\$ 32,010	\$ -	\$ -		\$ -		\$32,010	
17.	Interior Painting	\$ 35,247	\$ -	\$ -		\$ -		\$35,247	
18.	Exterior Painting	\$ 16,640	\$ -	\$ -		\$ -		\$16,640	
19.	Countertops & Tile	\$ 89,586	\$ -	\$ -		\$ -		\$89,586	
20.	Plumbing Fixtures	\$ 25,691	\$ -	\$ -		\$ -		\$25,691	
21.	Finish Electrical	\$ 26,330	\$ -	\$ -		\$ -		\$26,330	
22.	Kitchen/Bath Appliances	\$ 6,300	\$ -	\$ -		\$ -		\$6,300	
22.	Fire Sprinklers	\$ 40,710	\$ -	\$ -		\$ -		\$40,710	
22.	Hot tubs	\$ 46,000	\$ -	\$ -		\$ -		\$46,000	
25	Floor Coverings	\$ 33,136	\$ -	\$ -		\$ -		\$33,136	
26	Final Punchlist	\$ 47,149	\$ -	\$ -		\$ -		\$47,149	
		\$ 1,292,874	\$ -	\$ 65,584		\$ 65,584	5.1%	\$ 1,227,290	

Bond No. 1000891984

SUBDIVISION/SITE IMPROVEMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, FNF NV BRASADA LLC
U.S. SPECIALTY INSURANCE
as Principal, and COMPANY, of Houston, TX, as Surety, are held
and firmly bound unto the
CROOK COUNTY
300 NE 3rd Street, Prineville, OR, 97754,

as Obligee, in the sum of Six Million One Hundred Thirty Eight Thousand Fifty Three and 00/100
(\$ 6,138,053.00) Dollars for the payment of which, well and truly to be made, we
jointly and severally bind ourselves, our executors, administrators, successors, and assigns, firmly by these
presents.

WHEREAS, the Principal has agreed to perform the various improvements as detailed by either the
plan(s)/specification(s)/agreement, prepared by

to the subdivision known as
Brasada Ranch Phase 15 Plat (Infrastructure for Final Completion of Home Sites), File
number 217-22-000451-PLNG

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that, if said Principal
shall perform and complete said improvements to said development in accordance with either the
plan (s)/specification(s)/agreement, then this obligation shall be void, otherwise to be and remain in
full force and effect.

THIS BOND WILL TERMINATE upon written acceptance of the improvements by the Obligee to the
Principal and/or Surety.

Sealed with our seals and dated this 30th day of August, 2022.

FNF NV BRASADA LLC
16986 SW Brasada Ranch Road, Powell Butte, OR, 97753

By: _____
Principal

U.S. SPECIALTY INSURANCE COMPANY
13403 Northwest Freeway, Houston, TX, 77040-6094

By: _____
Tracy Aston, Attorney-in-fact



EXHIBIT C Legal Description

A TRACT OF LAND BEING A PORTION OF PARCELS 2 AND 3 OF PARTITION PLAT 1996-63, RECORDS OF CROOK COUNTY, OREGON; LOCATED IN THE SOUTH ONE-HALF (S1/2) OF SECTION 26, TOWNSHIP 16 SOUTH, RANGE 14 EAST, WILLAMETTE MERIDIAN, CROOK COUNTY, OREGON; SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE "INITIAL POINT", WHICH BEARS NORTH 34°02'29" EAST, A DISTANCE OF 1433.59 FEET, FROM THE SOUTHWEST CORNER OF SAID SECTION 26, SAID POINT ALSO BEING A POINT CURVATURE WITH A CURVE HAVING A RADIUS OF 825.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 5°46'50" WEST;

THENCE, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 0°14'26", AN ARC DISTANCE OF 3.46 FEET (THE CHORD OF WHICH BEARS NORTH 84°20'23" EAST, A DISTANCE OF 3.46 FEET), TO A POINT OF REVERSE CURVATURE WITH A CURVE HAVING A RADIUS OF 910.00 FEET;

THENCE, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 30°57'15", AN ARC DISTANCE OF 491.63 FEET (THE CHORD OF WHICH BEARS NORTH 68°58'58" EAST, A DISTANCE OF 485.67 FEET), TO A POINT OF NON-TANGENCY;

THENCE, SOUTH 34°55'12" EAST, A DISTANCE OF 324.30 FEET, TO A POINT OF CURVATURE WITH A CURVE HAVING A RADIUS OF 435.00 FEET;

THENCE, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 43°52'46", AN ARC DISTANCE OF 333.14 FEET (THE CHORD OF WHICH BEARS SOUTH 56°51'35" EAST, A DISTANCE OF 325.06 FEET), TO A POINT OF NON-TANGENCY;

THENCE, NORTH 11°20'25" EAST, A DISTANCE OF 217.42 FEET;

THENCE, NORTH 68°52'31" EAST, A DISTANCE OF 150.00 FEET;

THENCE, CONTINUING NORTH 68°52'31" EAST, A DISTANCE OF 211.68 FEET;

THENCE, NORTH 68°38'41" EAST, A DISTANCE OF 288.93 FEET;

THENCE, NORTH 71°46'36" EAST, A DISTANCE OF 296.65 FEET;

THENCE, NORTH 81°07'37" EAST, A DISTANCE OF 50.38 FEET;

THENCE, SOUTH 80°33'37" EAST, A DISTANCE OF 241.91 FEET;

THENCE, SOUTH 69°16'02" EAST, A DISTANCE OF 196.45 FEET;

THENCE, SOUTH 61°15'49" EAST, A DISTANCE OF 157.86 FEET;

THENCE, SOUTH 87°56'23" EAST, A DISTANCE OF 160.00 FEET;

THENCE, SOUTH 1°45'36" EAST, A DISTANCE OF 175.00 FEET, TO A POINT OF CURVATURE WITH A CURVE HAVING A RADIUS OF 485.00 FEET;

THENCE, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 8°19'19", AN ARC DISTANCE OF 70.44 FEET (THE CHORD OF WHICH BEARS SOUTH 87°35'57" EAST, A DISTANCE OF 70.38 FEET), TO A POINT OF NON-TANGENCY;

THENCE, SOUTH 6°33'42" WEST, A DISTANCE OF 50.00 FEET;

THENCE, CONTINUING SOUTH 6°33'42" WEST, A DISTANCE OF 135.06 FEET;

THENCE, SOUTH 7°14'12" WEST, A DISTANCE OF 197.78 FEET;

THENCE, SOUTH 10°49'44" WEST, A DISTANCE OF 125.00 FEET;

THENCE, SOUTH 10°35'32" WEST, A DISTANCE OF 197.14 FEET;

THENCE, SOUTH 24°06'50" WEST, A DISTANCE OF 251.78 FEET;

THENCE, SOUTH 48°16'37" WEST, A DISTANCE OF 195.89 FEET;

THENCE, SOUTH 74°00'08" WEST, A DISTANCE OF 193.67 FEET;

THENCE, SOUTH 80°48'21" WEST, A DISTANCE OF 194.22 FEET;

THENCE, NORTH 83°26'40" WEST, A DISTANCE OF 206.39 FEET;

THENCE, NORTH 74°05'00" WEST, A DISTANCE OF 238.49 FEET;

THENCE, NORTH 39°03'33" WEST, A DISTANCE OF 242.08 FEET;

THENCE, NORTH 14°51'37" WEST, A DISTANCE OF 244.69 FEET;

THENCE, NORTH 25°43'17" EAST, A DISTANCE OF 310.99 FEET;

THENCE, NORTH 43°40'36" EAST, A DISTANCE OF 225.78 FEET;

THENCE, NORTH 28°15'08" EAST, A DISTANCE OF 150.00 FEET;

THENCE, NORTH 21°09'47" WEST, A DISTANCE OF 152.84 FEET, TO A POINT OF CURVATURE WITH A CURVE HAVING A RADIUS OF 725.00 FEET;

THENCE, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 25°24'10", AN ARC DISTANCE OF 321.44 FEET (THE CHORD OF WHICH BEARS SOUTH 56°08'08" WEST, A DISTANCE OF 318.81 FEET), TO A POINT OF REVERSE CURVATURE WITH A CURVE HAVING A RADIUS OF 485.00 FEET;

THENCE, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 51°39'56", AN ARC DISTANCE OF 437.34 FEET (THE CHORD OF WHICH BEARS SOUTH 69°16'01" WEST, A DISTANCE OF 422.67 FEET), TO A POINT OF NON-TANGENCY;

THENCE, SOUTH 39°37'43" WEST, A DISTANCE OF 243.42 FEET;

THENCE, SOUTH 50°22'14" WEST, A DISTANCE OF 213.22 FEET;

THENCE, SOUTH 54°51'47" WEST, A DISTANCE OF 125.00 FEET;

THENCE, SOUTH 30°21'21" WEST, A DISTANCE OF 125.00 FEET;

THENCE, SOUTH 25°10'25" WEST, A DISTANCE OF 165.26 FEET;

THENCE, SOUTH 49°48'11" WEST, A DISTANCE OF 278.30 FEET;

THENCE, NORTH 87°23'50" WEST, A DISTANCE OF 174.53 FEET;

THENCE, NORTH 42°04'58" WEST, A DISTANCE OF 240.37 FEET;

THENCE, NORTH 12°21'40" EAST, A DISTANCE OF 234.07 FEET;

THENCE, NORTH 25°25'33" EAST, A DISTANCE OF 150.00 FEET;

THENCE, NORTH 29°13'27" EAST, A DISTANCE OF 150.19 FEET;

THENCE, NORTH 37°05'07" EAST, A DISTANCE OF 149.73 FEET;

THENCE, NORTH 46°05'39" EAST, A DISTANCE OF 150.00 FEET;

THENCE, SOUTH 79°50'54" EAST, A DISTANCE OF 342.54 FEET, TO A POINT OF NON-TANGENT CURVATURE WITH A CURVE HAVING A RADIUS OF 435.00 FEET;

THENCE, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 2°43'57", AN ARC DISTANCE OF 20.75 FEET (THE CHORD OF WHICH BEARS NORTH 40°58'57" EAST, A DISTANCE OF 20.74 FEET), TO A POINT OF TANGENCY;

THENCE, NORTH 39°36'58" EAST, A DISTANCE OF 127.35 FEET, TO A POINT OF NON-TANGENT CURVATURE WITH A CURVE HAVING A RADIUS OF 485.00 FEET;

THENCE, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 12°30'33", AN ARC DISTANCE OF 105.89 FEET (THE CHORD OF WHICH BEARS NORTH 41°10'29" WEST, A DISTANCE OF 105.68 FEET), TO A POINT OF TANGENCY;

THENCE, NORTH 34°55'12" WEST, A DISTANCE OF 274.29 FEET, TO A POINT OF NON-TANGENT CURVATURE WITH A CURVE HAVING A RADIUS OF 960.00 FEET;

THENCE, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 27°53'16", AN ARC DISTANCE OF 467.26 FEET (THE CHORD OF WHICH BEARS SOUTH 70°30'58" WEST, A DISTANCE OF 462.67 FEET), TO A POINT OF REVERSE CURVATURE WITH A CURVE HAVING A RADIUS OF 775.00 FEET;

THENCE, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 0°14'26", AN ARC DISTANCE OF 3.25 FEET (THE CHORD OF WHICH BEARS SOUTH 84°20'23" WEST, A DISTANCE OF 3.25 FEET), TO A POINT OF NON-TANGENCY, SAID POINT ALSO BEING THE SOUTHEASTERLY MOST CORNER OF SW PARAGON COURT (PRIVATE ROAD) AS SHOWN ON BRASADA RANCH 14, RECORDED JULY 19, 2021 AS MF NO. 2021-310593, OFFICIAL RECORDS OF CROOK COUNTY, OREGON;

THENCE, NORTH 5°46'50" WEST, A DISTANCE OF 50.00 FEET, ALONG THE BOUNDARY OF SAID BRASADA RANCH 14, TO THE POINT OF BEGINNING.

HEREIN DESCRIBED LANDS CONTAIN 53.296 ACRES, MORE OR LESS

THENCE, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 25°24'10", AN ARC DISTANCE OF 321.44 FEET (THE CHORD OF WHICH BEARS SOUTH 56°08'08" WEST, A DISTANCE OF 318.81 FEET), TO A POINT OF REVERSE CURVATURE WITH A CURVE HAVING A RADIUS OF 485.00 FEET;

THENCE, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 51°39'56", AN ARC DISTANCE OF 437.34 FEET (THE CHORD OF WHICH BEARS SOUTH 69°16'01" WEST, A DISTANCE OF 422.67 FEET), TO A POINT OF NON-TANGENCY;

THENCE, SOUTH 39°37'43" WEST, A DISTANCE OF 243.42 FEET;

THENCE, SOUTH 50°22'14" WEST, A DISTANCE OF 213.22 FEET;

THENCE, SOUTH 54°51'47" WEST, A DISTANCE OF 125.00 FEET;

THENCE, SOUTH 30°21'21" WEST, A DISTANCE OF 125.00 FEET;

THENCE, SOUTH 25°10'25" WEST, A DISTANCE OF 165.26 FEET;

THENCE, SOUTH 49°48'11" WEST, A DISTANCE OF 278.30 FEET;

THENCE, NORTH 87°23'50" WEST, A DISTANCE OF 174.53 FEET;

THENCE, NORTH 42°04'58" WEST, A DISTANCE OF 240.37 FEET;

THENCE, NORTH 12°21'40" EAST, A DISTANCE OF 234.07 FEET;

THENCE, NORTH 25°25'33" EAST, A DISTANCE OF 150.00 FEET;

THENCE, NORTH 29°13'27" EAST, A DISTANCE OF 150.19 FEET;

THENCE, NORTH 37°05'07" EAST, A DISTANCE OF 149.73 FEET;

THENCE, NORTH 46°05'39" EAST, A DISTANCE OF 150.00 FEET;

THENCE, SOUTH 79°50'54" EAST, A DISTANCE OF 342.54 FEET, TO A POINT OF NON-TANGENT CURVATURE WITH A CURVE HAVING A RADIUS OF 435.00 FEET;

THENCE, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 2°43'57", AN ARC DISTANCE OF 20.75 FEET (THE CHORD OF WHICH BEARS NORTH 40°58'57" EAST, A DISTANCE OF 20.74 FEET), TO A POINT OF TANGENCY;

THENCE, NORTH 39°36'58" EAST, A DISTANCE OF 127.35 FEET, TO A POINT OF NON-TANGENT CURVATURE WITH A CURVE HAVING A RADIUS OF 485.00 FEET;

THENCE, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 12°30'33", AN ARC DISTANCE OF 105.89 FEET (THE CHORD OF WHICH BEARS NORTH 41°10'29" WEST, A DISTANCE OF 105.68 FEET), TO A POINT OF TANGENCY;

THENCE, NORTH 34°55'12" WEST, A DISTANCE OF 274.29 FEET, TO A POINT OF NON-TANGENT CURVATURE WITH A CURVE HAVING A RADIUS OF 960.00 FEET;

THENCE, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 27°53'16", AN ARC DISTANCE OF 467.26 FEET (THE CHORD OF WHICH BEARS SOUTH 70°30'58" WEST, A DISTANCE OF 462.67 FEET), TO A POINT OF REVERSE CURVATURE WITH A CURVE HAVING A RADIUS OF 775.00 FEET;

THENCE, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 0°14'26", AN ARC DISTANCE OF 3.25 FEET (THE CHORD OF WHICH BEARS SOUTH 84°20'23" WEST, A DISTANCE OF 3.25 FEET), TO A POINT OF NON-TANGENCY, SAID POINT ALSO BEING THE SOUTHEASTERLY MOST CORNER OF SW PARAGON COURT (PRIVATE ROAD) AS SHOWN ON BRASADA RANCH 14, RECORDED JULY 19, 2021 AS MF NO. 2021-310593, OFFICIAL RECORDS OF CROOK COUNTY, OREGON;

THENCE, NORTH 5°46'50" WEST, A DISTANCE OF 50.00 FEET, ALONG THE BOUNDARY OF SAID BRASADA RANCH 14, TO THE POINT OF BEGINNING.

HEREIN DESCRIBED LANDS CONTAIN 53.296 ACRES, MORE OR LESS