



CROOK COUNTY COURT MEETING
Crook County Annex | 320 NE Court St. | Prineville OR
WEDNESDAY, October 5, 2022 at 9:00 A.M.

Members of the public and media are welcome to attend in person with social distancing or via WebEx 1-408-418-9388; Access Code: 126 320 5412; Meeting Password: VFmR4z4PaM3
 Public comment will take place at the beginning of the County Court Meetings

CONSENT AGENDA

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

1. Approve Minutes of September 20, 2022, and September 27, 2022 Work Session and September 21, 2022 Regular Meeting
2. Approve Personnel Action Form Terry Weitman
3. Approve Personnel Action Form Christina Haron
4. Approve Order 2022-47 Appointment to Fair Board
5. Approve Transfer of the Exhibit Center from the County to the Historical Society
6. Approve Drug Court Rehabilitation Services Contract w/Best Care Treatment Services
7. Approve Brasada Phase 15 Plat
8. Approve Multi-Department Consulting Services Contract w/GEL Oregon

SCHEDULED APPEARANCES

- | | | |
|----|---|------------------------|
| 9. | Central Oregon Pee Wee Rodeo Fee Waiver for 2022 Rodeo Season | Requester: Kasey Every |
|----|---|------------------------|

DISCUSSION

- | | | |
|-----|---|-------------------------|
| 10. | Order 2022-46 Appointment to the 2022-2023 Crook County Board of Property Tax Appeals | Requester: Cheryl Seely |
| 11. | Consider Price Quotes for Demolition of Dunham Street Property | Requester: Joe Viola |
| 12. | Public Hearing , Order 2022-50 Private Road Naming | Requester: Brent Bybee |
| 13. | Public Hearing , Order 2022-05 Amendment 2, Fee Schedule Change & Opportunity for Public Comment | Requester: Eric Blaine |

EXECUTIVE SESSION – None Scheduled

**The Court may add additional items arising too late to be part of this Agenda. Agenda items may be rearranged to make the best use of time.
 The meeting location is accessible to persons with disabilities. If additional accommodations are required, please submit your request 48 hours prior to the meeting by contacting County Administration at 541-447-6555.

NOTICE AND DISCLAIMER

The Crook County Court is the governing body of Crook County and holds public meetings (generally on the first and third Wednesday of each month) to deliberate upon matters of County concern. As part of its efforts to keep the public apprised of its activities, the Crook County Court has published this PDF file. This file contains the material to be presented before the County Court for its next scheduled regular meeting.

Please note that while County staff members make a dedicated effort to keep this file up to date, documents and content maybe added, removed or changed between when this file is posted online and when the County Court meeting is held. The material contained herein maybe changed at any time, with or without notice.

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

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

If you are interested in obtaining additional 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 SEPTEMBER 20, 2022 WORK SESSION
Open Portion**

Be It Remembered that the Crook County Court met in a regularly scheduled Work Session on September 20, 2022, at 9:00 a.m. in the Administration Conference room located at 203 NE Court Street, Prineville, Oregon 97754.

Court Members Present: Commissioner Jerry Brummer and Commissioner Brian Barney

Absentees: Judge Seth Crawford

Others Present in Person or Via WebEx: Legal Counsel Eric Blaine; Administration Executive Assistant Amy Albert; Legal Assistant Lindsay Azevedo; Director Kim Barber; Director April Witteveen; Manager Tim Deboodt; Manager Casey Daly; Director Will VanVactor; Code Enforcement Louis Seals; Mike Warren and Kelly Coffelt.

WORK SESSION

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

Public Comment: None

Agenda Item #1, County Courts Involvement w/Appointment to Boards and Committees: The County Court met with department heads who oversee boards and committees to establish a process for board appointments. Corrections will be made to the draft suggestions and sent out for review by department heads and board members.

At 9:35 a.m. the Court read into Executive Session under the following statute(s): 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 approve offer for real property as discussed in the Executive Session. Motion seconded. No further discussion. Motion carried 2-0.

MOTION for staff to correspond with complainant as discussed in the Executive Session. Motion seconded. No further discussion. Motion carried 2-0. There being no further business before the Court, the meeting was **adjourned at 10:25 a.m.**

Respectfully submitted,

Amy Albert

**CROOK COUNTY COURT MINUTES
OF SEPTEMBER 27, 2022 WORK SESSION
Open Portion**

Be It Remembered that the Crook County Court met in a regularly scheduled Work Session on September 27, 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 Joe Viola; Manager Tim Deboodt; Director Kim Barber; Kelly Cofelt and Mike Warren.

WORK SESSION

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

Agenda Item #1, 750 Dunham Street Property: Facilities Director Joe Viola received bids for demolition of the Dunham Street property totaling approximately \$16,700, plus costs for permits and utilities. The County had discussed allowing the fire department to use the home as a training site before demolition of the home occurred, however, this would be an extra cost to the County and decrease the value of the property due to the trees having to be removed. This matter will be bought back at the October 5th meeting.

Agenda Item #2, Review and Consider Approval of Brasada Ranch Phase 15 Infrastructure Improvement Agreement and Overnight Lodging Unit Completion Agreement: At the September 7th County Court meeting the County Court discussed signing the infrastructure improvement agreement and overnight lodging unit completion agreement upon the approval of the Planning Commission. The Planning Commission was to meet on September 14th however, they did not have a quorum and were unable to hold their meeting. The time frame for objections has passed and Brasada would like to proceed. The County Court signed both agreements.

At 9:15 a.m. the Court read into Executive Session under the following statute(s): 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 authorize Judge Crawford to sign offer letter as discussed in Executive Session. Motion seconded. No further discussion.

MOTION to direct staff to correspond with counter party as discussed in Executive Session. Motion seconded. No further discussion. Motion carried 3-0. There being no further business before the Court, the meeting was **adjourned at 9:39 a.m.**

Respectfully submitted,

Amy Albert

**CROOK COUNTY COURT MINUTES
OF SEPTEMBER 21, 2022 REGULAR MEETING
Open Portion**

Be It Remembered that the Crook County Court met in a Regular Court meeting on September 21, 2022, at 9:00 a.m. in the County meeting room located at 320 NE Court Street, Prineville, Oregon 97754.

Court Members Present: Commissioner Jerry Brummer and Commissioner Brian Barney

Absentees: Judge Seth Crawford

Others Present in Person or Via WebEx: Legal Counsel Eric Blaine; Administration Executive Assistants Amy Albert; Legal Assistant Lindsay Azevedo; Budget Analyst Jamie Berger and District Attorney Kari Hathorn.

REGULAR SESSION

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

Public Comment: None

Due to issues with WebEx the meeting could not be accessed remotely.

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

Discussion item #7: The County's medical examiner will be leaving this position October 1st, Dr. Onishi has been appointed to this appointment. The appointment will be the same terms as the prior appointment.

MOTION to approve the district medical examiner replacement contract. Motion seconded. No further discussion. Motion carried 2-0.

EXECUTIVE SESSION

None Scheduled

There being no further business before the Court, the meeting was **adjourned at 9:07 a.m.**

Respectfully submitted,

Amy Albert



PERSONNEL ACTION FORM

EMPLOYEE INFORMATION			
Employee Name: (Last, First Name MI): Weitman, Terence E.	Employment Type: Full Time (30+ Hrs.) <input checked="" 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 checked="" 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 checked="" 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 #: 1354	Reason:		
DETAIL	FROM (present status)	TO (new status)	
FTE: (e.g. 1.0, .80)	1.0	1.0	
Hours Per Day/Scheduled Days:			
Dept./Office:	Community Development	Community Development	
Position - Job Title:	Asst Building Official	Asst Building Official	
Salary Grade/Step:	125/6	125/10	
Monthly & Annual Salary (Exempt): OR Hourly Rate (Non-Exempt):	\$37.08	\$40.73	
Certification Pay/Per Pay Period:			
License Required: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		Union Member: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
Comments/Notes:			
_____ Human Resources Signature		_____ Finance Signature	
Date		Date	
9/12/2022			
_____ Department Head Signature		_____ Employee Signature (if applicable)	
Date		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 checked="" type="checkbox"/>			
_____ County Judge		_____ County Commissioner	
Date		Date	
_____ County Commissioner			
Date			



PERSONNEL ACTION FORM

EMPLOYEE INFORMATION				
Employee Name: (Last, First Name MI) Haron, Christina M	Employment Type: Full Time (30+ Hrs.) <input checked="" 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 checked="" type="checkbox"/> Elected Official <input type="checkbox"/>	Employment Action: New Hire <input type="checkbox"/> Transfer <input type="checkbox"/> Promotion <input checked="" 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: Promotion - Assistant Finance Director (10/1/2022)			
DETAIL	FROM (present status)	TO (new status)		
FTE: (e.g. 1.0, .80)				
Hours Per Day/Scheduled Days:				
Dept./Office:	Finance	Finance		
Position - Job Title:	Accounting Manager	Asst. Finance Director		
Salary Grade/Step:	128/7.5	130/9		
Monthly & Annual Salary (Exempt): OR Hourly Rate (Non-Exempt):	\$45.09 hr	\$52.05 hr		
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: Working out of class 133/5 (08/01/2022) Add as additional pay				
_____ 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		

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

**IN THE MATTER OF THE
 APPOINTMENT TO THE FAIR BOARD**

ORDER 2022-47

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

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:

NOW, THEREFORE, it is hereby **ORDERED** that that the Crook County Court makes the following appointment to the Fair Board:

Board	Appointee	Term	Oath required
Fair Board Position # 1	Linda Cross	Expiring 12-31-2024	Yes

DATED this 5th day of October 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: September 26, 2022

RE: Transfer of Hans Property to Crook County Historical Society
Our File No.: Bowman Museum 17

Enclosed is Amendment by Restatement of Security Agreement (Agreement) and Bargain and Sale Deed (Deed). Together, the documents will transfer ownership of the Hans Pharmacy property to the Crook County Historical Society (Society), while reaffirming Society's obligation on the existing promissory note.

When the County first purchased this property in 2016, the parties agreed that Society would repay \$200,000 of the purchase price through annual payments of \$23,446 through 2025. Once payments were completed, the County was to "dedicate" the property to Society for use as an historical education center. The Agreement restates the County's secured interest in Society's promise to pay and removes the terms regarding the County's involvement in construction of capital improvements.

The deed transfers a property interest known as a fee simple subject to condition subsequent. It will give the County no present interest in the property, but the County will retain a "possibility of reverter." In this case, that means if Society ceases to use the property "as an exhibition center for historical education purposes," the property will then revert back to the County. Following execution and transfer, the County will have no construction or maintenance obligations for the property.

Please let me know if you have any questions.

Please place this memo and the attached document(s) on the Wednesday, October 5, 2022 County Court Agenda as a CONSENT ITEM, for approval and signatures.

After Recording Return to:
 John Eisler, Asst. County Counsel
 300 NE Third Street
 Prineville, Oregon 97754

AMENDMENT BY RESTATEMENT OF SECURITY AGREEMENT

THIS AMENDMENT BY RESTATEMENT OF SECURITY AGREEMENT (“Restatement”) is entered into as of the date last written below by and between Crook County, a political subdivision of the State of Oregon (“County”) and Crook County Historical Society, Inc., an Oregon non-profit corporation, (“Society”). County and Society shall each be known as “Party” and collectively “Parties.”

RECITALS

- A. The Parties entered into a Security Agreement (“Agreement”) on or about August 3, 2016, recorded in the records of the Crook County Commissioner’s Journal as document number CJ2016-077 to secure a Promissory Note, which is attached as Exhibit A and incorporated herein, and to establish the relationship of the Parties as it relates to the real property and improvements located at 136 NE Third Street, Prineville, Oregon, commonly known as the “Han’s Pharmacy Building.” The Agreement attached as Exhibit B, and incorporated herein.
- B. County is the owner of the Han’s Pharmacy Building.
- C. The Parties executed a Contract for Services (the “Contract for Services”) on or about December 2, 2020, for the operation of the Bowman Museum and Museum properties.
- D. Society has funding sufficient to proceed with a major capital improvement project for the Han’s Pharmacy Building.
- E. The Parties altered and clarified their respective roles in the Agreement by executing an Amendment to Security Agreement on or about December 1, 2021. The Amendment is attached as Exhibit C and incorporated herein.
- F. County wishes to transfer to Society its interest in the Hans Pharmacy Building with County retaining a right of reverter in the event Society no longer uses the Hans Pharmacy Building for historical education purposes.
- G. Society has been timely with its repayment of the Promissory Note; however, the full balance remains unpaid.
- H. This Restatement is to reaffirm County’s secured interest in Society’s personal property and reflect the current agreement between the Parties.

NOW, THEREFORE, in consideration of the Independent Consideration (defined below), and the mutual covenants and agreements contained herein, including the recitals which are incorporated herein by reference, which are relied upon by Parties and which constitute part and parcel of this Agreement; and other good and valuable consideration the receipt and sufficiency of which are expressly acknowledged by the Parties, County and Society hereby agree as follows:

1. Society agrees to make payments in accordance with the Promissory Note attached as Exhibit A and incorporated herein by reference.
2. This Agreement is made as security for payment of the above-referenced Note executed by Society. This instrument constitutes a security agreement within the meaning of the Uniform Commercial Code with respect to any personal property included within the description of Han's Pharmacy Building and all proceeds (including without limitation, insurance, and condemnation proceeds) therefrom and all replacements, accessions, and products thereof or thereto. On County's request, Society will execute any necessary financing statements and take whatever other action is requested by County to perfect and continue County's security interest in any and all personal property included within the description of Han's Pharmacy Building as County deems necessary, at Society's expense. Without further authorization from Society, County may, at any time, file copies of this Agreement as financing statements. Society will reimburse County for all expenses incurred in perfecting or continuing this security interest. On default under the terms of this Agreement and/or Note, Society will, within thirty (30) days of receipt of written demand from County, assemble the personal property and make it available to County.
3. Society assigns to County all tax receipts, proceeds from sale of merchandise, rents, issues and profits received by the Society in such amounts as may be necessary to make full, regular, and timely installment payments due associated with purchase of Han's Pharmacy Building.
4. During the entire period when installments payments shall be due related to this Agreement, Society promises that it shall assign the use of any and all tax proceeds collected by the County Treasurer on behalf of Society to repayment of referenced PSA executed by the County. The County Treasurer shall be authorized, either in person or by agent and without notice to Society, to utilize tax receipts held in trust and any other funds to ensure that timely and regular payments are made associated with the referenced Note. In addition, Society further covenants that if tax receipts held by the County Treasurer are insufficient to make regular payments, the Society grants, bargains, conveys and assigns to County any and all other funds and assets of the Society and its successors, heirs, and assigns as may be required to guarantee that regular payments are made timely and regularly in accordance with the Promissory Note.
5. Society shall be fee title owner of the Han's Pharmacy Building, upon the condition that the use of the property, following construction of improvements, is for the sole purpose of operating an historical museum dedicated to preserving the history of Crook County and providing education to the public regarding the history of Crook County and any related activities necessary to effectuate said purpose. Any other use shall be deemed a default of this Agreement and trigger County's right of reverter, subject to the notice provisions of Section 6,

extinguishing society's interest in the Han's Pharmacy. Default under this Agreement shall also occur upon the following:

- (a) Failure to make funds available in an amount necessary and sufficient to make timely and regular payments in accordance with the Promissory Note;
- (b) Failure by Society to register its existence with the Oregon Secretary of State Corporations Division;
- (c) Failure of the Society to elect at least three members of its board of directors or a quorum sufficient to transact the business of Society;
- (d) Failure of the Society's board to meet at least quarterly to conduct the business of Society;
- (e) Society becoming subject to any insolvency or bankruptcy proceedings or otherwise being unable to pay its debts as they become due; or
- (f) Society abandoning efforts to complete the construction of the improvements of the real property, commonly referred to as the Belknap Exhibit Center.

6. If County the Society to be default, County shall notify Society in writing by certified mail addressed to its last known agent of record ("registered agent") and by publication in the public notices of a newspaper of record within Crook County of County's intention to terminate the Agreement unless the default is cured by Society within thirty days of mailing such letter or such notice of publication of such notice, whichever is later, and if Society fails to cure the Default, County shall have complete authority to exercise its right of reverter against the Hans Pharmacy Building.

7. Society shall maintain Han's Pharmacy in good repair at Society's expense. Regular and routine maintenance of Han's Pharmacy, including exterior painting, replacement of broken glass, repair of exterior masonry including sidewalks and curbs, maintenance of plumbing facilities, maintenance of electrical facilities, and maintenance of the HVAC system shall be performed by Society.

8. Modification of this Restatement shall be made in writing by the mutual consent of the Parties.

9. This Restatement shall continue until the full payment of the Promissory Note by Society unless rescinded or modified by the Parties.

10. This Restatement contains the entire understanding of the Parties and supersedes and replaces all prior or existing written and oral agreements or negotiations relating to the subject matter of this Agreement.

11. In the event any provision of this Agreement is deemed unenforceable and/or invalid, the remaining provisions shall be valid and binding upon the parties.

IN WITNESS WHEREOF, the Parties have executed this Restatement effective as of the date last signed below.

For Society
Crook County Historical Society

For County
Crook County Court

Suzanne Christensen, President

Seth Crawford, County Judge

Dawn Alexander, Secretary

Jerry Brummer, County Commissioner

Brian Barney, County Commissioner

STATE OF OREGON)
) ss.
County of Crook)

This instrument was acknowledged before me on this ___ day of _____, 2022, by Seth Crawford in his capacity as Crook County Judge; and Jerry Brummer and Brian Barney in their capacities as Crook County Commissioners of Crook County, Oregon.

Notary Public for Oregon

STATE OF OREGON)
) ss.
County of Crook)

This instrument was acknowledged before me on this ___ day of _____, 2022, by Suzanne Christensen in her capacity as President and Dawn Alexander in her capacity as Secretary of the Crook County Historical Society.

Notary Public for Oregon

Exhibit A

PROMISSORY NOTE

\$200,000.00

Prineville, Crook County, Oregon
Dated: August 1st, 2016

For value, the current receipt and reasonable equivalence of which are hereby acknowledged, the Crook County Historical Society ("Debtor"), promises to pay, without notice or demand, to the order or assigns of Crook County, a political subdivision of the State of Oregon ("Creditor"), at 200 NE Second Street, Prineville, Oregon 97754 (or at such other address as Creditor may specify in writing) the principal sum of TWO HUNDRED THOUSAND DOLLARS AND NO/100 (\$200,000.00), plus interest at the pre-maturity rate of three percent (3%) per annum on the unpaid balance from the date of this Note until paid. Payment is to be made in annual installments of not less than TWENTY THREE THOUSAND FOUR HUNDRED FORTY SIX DOLLARS AND 10/100 (\$23,446.10) each, beginning with the first such payment on or before September 10, 2016, and continuing on or before September 10 of each year thereafter until September 10, 2025, when the entire unpaid principal balance will be immediately due and payable. Debtor will have the right to prepay this Note in whole or in part at any time with no prepayment penalties.

Debtor waives notice of acceptance, presentment, and notice of dishonor. Debtor agrees to pay any fees charged by banks for processing Debtor's checks tendered in payment of this Note if such checks are not honored by the payor bank upon presentment.

Creditor will have the right to accelerate the balance of this Note (that is, make all principal and accrued but unpaid interest immediately due and payable) if Debtor fails to make any installment payment when due (including payment by check in a timely manner if the check is dishonored) or if Debtor becomes the subject of any insolvency or bankruptcy proceedings. Failure or delay of the holder to exercise this option shall not constitute a waiver of the right to exercise the option in the event of subsequent default or in the event of continuance of any existing default after demand for the performance of the terms of this Note. Upon acceleration, interest will accrue and be payable at the post-maturity interest rate of nine percent (9%) per annum, which is Oregon's statutory rate of interest if no other interest rate is provided. If Debtor proposes to cure an existing default by making one or more installment payments after the due date, Creditor may condition acceptance of the payment(s) upon Debtor's payment of an additional amount equal to five percent (5%) of the late payment(s) as a late payment fee.

Debtor consents to the jurisdiction and venue of the circuit court of the State of Oregon for Crook County in a civil action to collect this Note. Debtor agrees to pay all reasonable attorney fees and costs awarded in the trial or appeal of any civil action brought to collect this Note.

By: Ruth E McKenzie
Signature
Ruth E McKenzie
Printed Name
Title: President
Date: 8-1-16

By: Sharon S. Vail
Signature
SHARON S. VAIL
Printed Name
Title: Secretary
Date: 8-1-16

Exhibit B

After Recording Return to:

Jeff Wilson, Crook County Counsel
300 NE Third Street
Prineville, OR 97754



I, Cheryl Seely, County Clerk for Crook County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.
Cheryl Seely - County Clerk



SECURITY AGREEMENT

PURPOSE OF AGREEMENT

Crook County, a political subdivision of the State of Oregon (hereinafter "County"), is purchasing commercial real property, "Hans Pharmacy," to be owned by the County and to be dedicated to the Crook County Historical Society (hereinafter "Society"), a non-profit organization in perpetuity for use as a museum. Society will pay to County the sum of the purchase price of Han's Pharmacy building, including interest, pursuant to this Security Agreement.

County and Society enter into this Security Agreement made on August 3rd - ,2016.

Pursuant to that Purchase and Sale Agreement (hereinafter "PSA") dated May 26, 2016, County executed and delivered to AmeriTitle, Inc., hereinafter "Escrow Agent," the sum of **TWO HUNDRED THOUSAND DOLLARS & NO/100 (\$200,000.00)** to finance the purchase of real property located at 136 NE Third Street, Prineville, Oregon 97754, (hereinafter "Han's Pharmacy"). Society grants, bargains, conveys, and assigns to County all interest and rights to any revenues including tax receipts, proceeds from sale of merchandise, rents, issues, and profits received by Society, in such amounts as may be necessary to make full, regular, and timely installment payments due associated with the purchase of Han's Pharmacy.

AGREEMENT

1. The recitals above are incorporated into and made part of this Agreement.
2. Society agrees to make payments in accordance with the Promissory Note attached as "**Exhibit A**" and incorporated herein by reference.
3. This Agreement is made as security for payment of the above-referenced Note executed by Society. This instrument constitutes a security agreement within the meaning of the Uniform Commercial Code with respect to any personal property included within the description of Han's Pharmacy and all proceeds (including without limitation, insurance, and condemnation proceeds) therefrom and all replacements, accessions, and products thereof or thereto. On County's request, Society will execute any necessary financing statements and take whatever other action is requested by County to perfect and continue County's security interest in any and all personal property included within the description of Han's Pharmacy as County deems necessary, at Society's expense. Without further authorization from Society, County may, at any time, file copies of this Agreement as financing

statements. Society will reimburse County for all expenses incurred in perfecting or continuing this security interest. On default under the terms of this Agreement and/or Note, Society will, within thirty (30) days of receipt of written demand from County, assemble the personal property and make it available to County.

4. Society assigns to County all tax receipts, proceeds from sale of merchandise, rents, issues and profits received by the Society in such amounts as may be necessary to make full, regular, and timely installment payments due associated with purchase of Han's Pharmacy.
5. During the entire period when installments payments shall be due related to this Agreement, Society promises that it shall assign the use of any and all tax proceeds collected by the County Treasurer on behalf of Society to repayment of referenced PSA executed by the County. The County Treasurer shall be authorized, either in person or by agent and without notice to Society, to utilize tax receipts held in trust and any other funds to ensure that timely and regular payments are made associated with the referenced Note. In addition, Society further covenants that if tax receipts held by the County Treasurer are insufficient to make regular payments, the Society grants, bargains, conveys and assigns to County any and all other funds and assets of the Society and its successors, heirs, and assigns as may be required to guarantee that regular payments are made timely and regularly in accordance with the Note (*see Exhibit A attached hereto*).
6. County shall be fee title owner of Han's Pharmacy, but shall dedicate in perpetuity the use of the building by the Society for the purpose of operating an historical museum dedicated to preserving the history of Crook County and providing education to the public regarding the history of Crook County. Any other use of the building shall only be allowed pursuant to written agreement between County, by and through its County Court (County Commissioners), and the board of directors of the Society. County's obligation to dedicate the use of the building to Society shall be extinguished and become null and void should Society have inadequate funds or fail to make funds available in an amount necessary and sufficient to make timely and regular payments in accordance with the Note (*see Exhibit A*). County's obligation to dedicate use of Han's Pharmacy to Society's purposes shall also cease if Society declares bankruptcy or if Society abandons the building. For purposes of this Agreement, abandonment shall be defined as any one of the following:
 - (a) Failure of the Society to register its existence with the Oregon Secretary of State Corporations Division.
 - (b) Failure of the Society to elect at least three members of its board of directors or a quorum sufficient to transact the business of Society.
 - (c) Failure of the Society's board to meet at least quarterly to conduct the business of Society.
 - (d) Failure of the Society to operate a museum at least four hours daily for at least forty-five (45) days in any ninety (90)-day period.

It shall not be considered abandonment if Society cannot operate the museum due to Han's Pharmacy being uninhabitable due to circumstances beyond Society's control.

7. If County deems that Society has failed to satisfy its obligations to function under this Agreement, County shall notify Society in writing by certified mail addressed to its last known agent of record ("registered agent") and by publication in the public notices of a County-designated newspaper of record of its intention to terminate its obligations under this Agreement. Termination of this Agreement shall become effective within thirty (30) days of mailing of such letter or such notice or publication of such notice, whichever is later, and thereafter County shall have no obligation to dedicate Han's Pharmacy for use by the Society.

In the event of termination of the County's obligations under this Agreement, County may enter upon the premises of Han's Pharmacy and remove and dispose of at County's sole discretion any and all personal property of Society or any other tenant within the building, and County shall not be restricted in its ability to assign use of the building for other county purposes or to otherwise sell, rent, lease, gift, assign, or otherwise convey ownership or use of Han's Pharmacy to any other party of the County's choosing.

8. Society shall maintain Han's Pharmacy in good repair at Society's expense. Regular and routine maintenance of Han's Pharmacy, including exterior painting, replacement of broken glass, repair of exterior masonry including sidewalks and curbs, maintenance of plumbing facilities, maintenance of electrical facilities, and maintenance of the HVAC system shall be performed by Society. Society may at its own cost make renovations and improvements to Han's Pharmacy, but such improvements shall only be with prior knowledge and consent of County and improvements shall become property of the County upon completion. Any improvements made by Society to Han's Pharmacy shall fully comply with local and state building codes, the Americans with Disabilities Act, county and state public procurement ordinances, regulations and guidelines, prevailing wage requirements, and all other laws, regulations, rules, and standards applicable to county-owned buildings.
9. Society shall be responsible for providing, at Society's cost, janitorial services and trash removal. Society shall be responsible for interior painting and for placement, repair, and maintenance of all fixtures placed by Society on or in Han's Pharmacy, and for repair and maintenance of any damage caused to Han's Pharmacy as a result of Society's use of Han's Pharmacy, other than ordinary wear and tear. Society shall be solely responsible for insuring the contents of Han's Pharmacy.
10. As owner of Han's Pharmacy, County shall obtain and continuously maintain adequate property insurance against loss or damage by fire or other hazards in the amount of replacement cost associated with the real property represented by Han's Pharmacy, including any improvements erected on the Property. All proceeds of any insurance on Han's Pharmacy must be paid to and held by County.

If Society elects to restore Han's Pharmacy, Society will repair or replace the damaged or destroyed improvements in a manner satisfactory to County. On satisfactory proof of expenditure, County will pay or reimburse Society from the proceeds (net County's

reasonable cost of recovering and administering such proceeds and monitoring Society's restoration activities) for the reasonable cost of repair or restoration to the extent of such proceeds received by County. If Society elects not to restore Han's Pharmacy and the net proceeds are sufficient to pay all amounts owed County under this Agreement, County will retain a sufficient amount of the proceeds to pay all amounts owed County under this Agreement, and will pay the balance to Society. Any proceeds that have not been paid out within sixty (60) days after receipt and Society has not committed to the repair or restoration of Han's Pharmacy, must be used to repay first accrued interest and then principal of Society's indebtedness.

County shall also maintain premises liability insurance on the building equivalent to policy limits associated with other county-owned buildings, and County shall name Society and its employees and directors as an additional named insured.

- 11. Modifications of this agreement shall be made in writing by the mutual consent of the parties. If County and Society decide to relocate the Museum, both parties will negotiate in good faith to reach a relationship substantially similar to the current arrangement in all material aspects.
- 12. This Agreement shall continue in perpetuity unless rescinded or modified by the parties.
- 13. This Agreement contains the entire understanding of the parties, and supersedes and replaces all prior or existing written and oral agreements or negotiations relating to the subject matter of this Agreement.
- 14. In the event any provision of this Agreement is deemed unenforceable and/or invalid, the remaining provisions shall be valid and binding upon the parties.

CROOK COUNTY COURT

CROOK COUNTY HISTORICAL SOCIETY

Mike McCabe

Mike McCabe, County Judge

Date 8-3-2016

Ken Fahlgren

Ken Fahlgren, County Commissioner

Date 8-3-2016

Seth Crawford

Seth Crawford, County Commissioner

Date 8-3-2016

By: Ruth E McKenzie

Ruth E. McKenzie

Printed Name

Its: President

Date: 8-1-16

By: Sharon S. Veil

SHARON S Veil

Printed Name

Its: Secretary

Date: 8-1-16

After Recording Return to:
 Crook County Counsel
 300 NE Third Street
 Prineville, OR 97754

Until a change is requested, all
 tax statements shall be sent to
 the following address:
 Crook County Historical Society, Inc.
 246 N. Main Street
 Prineville, OR 97754

STATUTORY BARGAIN AND SALE DEED

Crook County, a political subdivision of the State of Oregon, as Grantor, conveys to **Crook County Historical Society, Inc.**, an Oregon non-profit corporation, as Grantee, the following real property located in Crook County, Oregon:

Lots 10, 11, and 12 in Block 3 of First Addition to Prineville, according to the official plat thereof, recorded September 20, 1888 in Book 1 of Plats at Page(s) 4, records of Crook County, Oregon.

SUBJECT TO: Grantor has conveyed to Grantee for the use as an exhibition center for historical education purposes for the citizens of Crook County, but if Grantee ceases said use, then the property described herein shall revert back to Grantor.

The true consideration for this conveyance is: zero dollars (\$0.00) but consists of other good and valuable consideration, which is the entire consideration.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301, AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424,

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

GRANTOR:

DATED: _____, 2022

Crook County Court

Seth Crawford, County Judge

Jerry Brummer, County Commissioner

Brian Barney, County Commissioner

STATE OF OREGON)
) ss.
County of Crook)

This instrument was acknowledged before me on this ___ day of _____, 2022, by Seth Crawford in his capacity as Crook County Judge; and Jerry Brummer and Brian Barney in their capacities as Crook County Commissioners of Crook County, Oregon.

Notary Public for Oregon

PROFESSIONAL SERVICES CONTRACTCONTRACTOR: BestCare Treatment Services, Inc. DATE: _____ADDRESS: PO Box 1710 Redmond, OR 97756
Street Address City State Zip

This Professional Services Contract (Agreement) by and between BestCare Treatment Services, Inc. (Contractor) and Crook County, a political subdivision of the State of Oregon (County), entered into and effective the date last signed, authorizes Contractor to carry out and complete the services as described below in consideration of the mutual covenants set forth herein.

1. **PROJECT:** The services as described in the attached Exhibit E, "Scope of Service," incorporated herein by reference to this Agreement, are to be provided by Contractor in connection with a Project identified as follows: grant-funded substance use disorders treatment and recovery services for Crook County Specialty Court D participants.
2. **DURATION:** This Agreement shall run from the date when signed by both parties ("effective date") through June 30, 2023 unless terminated or extended according to the provisions of this Agreement.
3. **SCOPE OF SERVICES:** Contractor will perform the services as described in Exhibit E, Scope of Services, attached hereto.
4. **FEE FOR SERVICES:** Contractor's fee for the services identified in section 3 to this Agreement shall be as described in Exhibit E.
5. **EXTRA SERVICES:** Contractor may also perform Extra Services (services not specified in the Scope of Services), provided Contractor and County have agreed in advance and in writing to the scope and fees for such Extra Services.
6. **EXHIBITS:** The following documents which are attached to this Agreement are incorporated herein and by this reference made part hereof:
 - Exhibit A: Required Terms for All Public Contracts
 - Exhibit B: Independent Contractor Status
 - Exhibit C: Protected Information
 - Exhibit D: Business Associate Agreement
 - Exhibit E: Scope of Services
7. **TAX DUTIES AND LIABILITIES:** Contractor shall be responsible for all taxes applicable to any payments received pursuant to this Agreement and is currently and will remain fully compliant with tax laws, as certified in Exhibit A. County shall not withhold, pay, or in any other manner be responsible for payment of any taxes on behalf of Contractor.
8. **SUBMITTAL OF W-9 BEFORE PAYMENT:** Contractor must provide County with a fully completed W-9 form upon execution of the Agreement and prior to beginning services. Contractor will not be paid until a fully completed W-9 form is submitted.

9. REIMBURSEMENT OF EXPENSES: Contractor shall not be entitled to reimbursement by County for any expenses incurred by Contractor unless otherwise agreed in writing.
10. PAYMENT BY COUNTY: Unless otherwise agreed to within this Agreement, County will pay invoices on the 10th or 25th days of the month based upon date the invoice is received.
11. INDEMNIFICATION AND HOLD HARMLESS: 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 character or performance of the work, unforeseen difficulties, accidents, or any other cause whatsoever. The Contractor shall assume defense of, 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 Agreement, 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 Agreement or any way arising out of the Agreement, irrespective of whether any act, omission or conduct of the County connected with the Agreement is a condition or contributory cause of the claim, liability loss, damage or injury and irrespective of whether act, omission, or conduct of the Contractor or subcontractor is merely a condition rather than a cause of a claim, liability, loss damage or injury. The Contractor shall not be liable for nor be required to defend or indemnify, the County relative to claims for damage or damages resulting solely from acts or omissions of the County, its officials, agents or employees. The absence of or inadequacy of the liability insurance required in section 15 below shall not negate Contractor's obligations in this paragraph.
12. CONTRACTOR STATUS: Contractor certifies it is a "Contractor" under ORS 670.600 and relevant law as it pertains to this contract and as further described in incorporated Exhibit B.
13. CONFORMANCE WITH OREGON PUBLIC CONTRACT LAWS: Contractor shall fully comply with Oregon law for public contracts, as more fully set forth in the Exhibits.
14. TERMINATION:
- 14.1. Either party may terminate this Agreement after giving thirty (30) days' prior written notice to the other of intent to terminate without cause. The parties shall deal with each other in good faith during the thirty (30) day period after notice of intent to terminate without cause has been given;
- 14.2. With reasonable cause, either party may terminate this Agreement effective immediately after giving written notice of termination for cause. Reasonable cause shall include material violation of this Agreement or any act exposing the other party to liability to others for personal injury or property damage;
- 14.3. Notwithstanding any other provision of this Agreement, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's future fiscal years unless and until the Crook County Court appropriates funds for this Agreement in County's budget for such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated.
15. INSURANCE:

- 15.1. **GENERAL INSURANCE:** Contractor shall maintain in force for the duration of this agreement a Commercial General Liability insurance policy written on an occurrence basis with limits not less than \$2,000,000 per occurrence and \$4,000,000 in the aggregate for bodily injury or property damage. The policy will contain a “per project” Aggregate endorsement. Automobile Liability (owned, non-owned and hired) insurance with limits not less than \$2,000,000 per occurrence shall be maintained. The County, its employees, officials and agents will be named as an Additional Insured where operations are being conducted related to this Agreement, on the General Liability policy as respects to work or services performed under this Agreement to the extent that the death or bodily injury to persons or damage to property arises out of the fault of Contractor or the fault of Contractor’s agents, representatives or subcontractors. This insurance will be primary over any insurance the County may carry on its own. Contractor understands that County is a public entity subject to the requirements of the Oregon Governmental Tort Claims Act, ORS 30.260 et seq. In the event that County’s financial obligations or liabilities are modified by any amendment to the liability limits imposed by the Oregon Governmental Tort Claims Act, Contractor agrees that the limits regarding liability insurance set forth in this section 15.1 will be modified to conform to such limits. Contractor and County shall sign an amendment to this Agreement incorporating such modification.
- 15.2. **WORKERS’ COMPENSATION:** Contractor shall provide and maintain workers’ compensation coverage with limits not less than \$1,000,000 for its employees, officers, agents, or partners, as required by applicable workers’ compensation laws as defined in ORS 656.027 and ORS 701.035(5). If Contractor is exempt from coverage, a written statement signed by Contractor so stating the reason for exemption shall be provided to the County.
- 15.3. **EVIDENCE OF INSURANCE COVERAGE:** Evidence of the required insurance coverages issued by an insurance company satisfactory to the County shall be provided to the County by way of a County approved certificate of insurance before any work or services commence.
- 15.3.1. **NOTICE OF CANCELLATION OR MATERIAL CHANGE IN COVERAGE:** The certificate of insurance shall contain a requirement that the insurance company notify the County 30 days prior to any cancellation or material change in coverage. If the approved insurance company will not provide this 30-day notice, Contractor shall provide written notice to County within 2 calendar days after Contractor becomes aware that its coverage has been canceled or has been materially changed. Regardless of what circumstances caused Contractor’s insurance coverage to cease or be modified, it is Contractor’s responsibility to notify County. Failure to maintain proper insurance or provide notice of cancellation or modification shall be grounds for immediate termination of this contract.
- 15.4. **EQUIPMENT AND MATERIAL:** Contractor shall be responsible for any loss, damage, or destruction of its own property, equipment, and materials used in conjunction with the work.
- 15.5. **SUBCONTRACTOR:** The Contractor shall require all subcontractors to provide and maintain general liability, auto liability, professional liability (as applicable), and workers’ compensation insurance with coverage’s equivalent to those required of the general contractor in this Agreement. Contractor shall require certificates of insurance from all subcontractors as evidence of coverage.

15.6. EXCEPTION OR WAIVERS: Any exception or waiver of these requirements shall be subject to review and approval from the County.

16. GENERAL PROVISIONS:

- 16.1. ENTIRE AGREEMENT: This Agreement signed by both parties is the final and entire agreement and supersedes all prior and contemporaneous oral or written communications between the parties, their agents, and representatives
- 16.2. AMENDMENTS: The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, without prior written approval of County. No modification of this Agreement shall bind either party unless reduced to writing and subscribed by both parties, or ordered by a Court.
- 16.3. ASSIGNMENT/SUBCONTRACT: Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this agreement, in whole or in part, without the prior written approval of County. No such written approval shall relieve Contractor of any obligations of this Agreement, and any transferee or subcontractor shall be considered the agent of Contractor. Contractor shall remain liable as between the original parties to this Agreement as if no such assignment had occurred.
- 16.4. SUB-AGREEMENTS: If this project is funded in whole or in part with grant funds received by County, Contractor, as a sub-recipient of those funds, shall fully comply with all applicable terms, conditions, and requirements of the Grant Agreement, including but not limited to procurement regulations, property and equipment management and records, indemnity, and insurance provisions.
- 16.5. SUCCESSORS IN INTEREST: The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties to this Agreement and their respective successors and assigns.
- 16.6. AUTHORIZED SIGNATURES REQUIRED: Only those persons authorized by the Crook County Purchasing Rules and Procedures may enter into a binding agreement or contract, including a purchase order, for the purchase or sale of goods or services on the part of the County. All persons doing business with the County shall be responsible for being familiar with the Crook County Purchasing Rules and Procedures and for ensuring that the person purporting to act for the County has been duly authorized.
- 16.7. NO ENCUMBRANCES: Any property delivered or granted to County under this Agreement, and Contractor's Services rendered in the performance of Contractor's obligations under this Agreement, shall be provided to County free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.
- 16.8. NO AUTHORITY TO BIND CROOK COUNTY: Contractor has no authority to enter into contracts on behalf of County. This Agreement does not create a partnership between the parties.
- 16.9. HOW NOTICES SHALL BE GIVEN: 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 on the work authorization or to Crook County at 300 NE 3rd Street, Prineville, OR 97754, attention "Legal Department."

- 16.10. **GOVERNING LAW AND VENUE:** Any dispute under this Agreement shall be governed by Oregon law, with venue being located in Crook County, Oregon.
- 16.11. **SEVERABILITY:** If any provision of this Agreement 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 Agreement did not contain the particular provision held to be invalid.
- 16.12. **ACCESS TO RECORDS:** County and its duly authorized representatives shall have access to books, documents, papers, and records of Contractor which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts.
- 16.13. **CONFIDENTIALITY:** During the course of performance of work under this Agreement, Contractor may receive information regarding organizations and County's business practices, employees, clients, etc. Contractor agrees to maintain the confidentiality of such information and to safeguard such information against loss, theft or other inadvertent disclosure
- 16.14. **FEDERAL EMPLOYMENT STATUS:** In the event payment made pursuant to this Agreement is to be charged against federal funds, Contractor hereby certifies that it is not currently employed by the Federal Government and the amount charged does not exceed Contractor's normal charge for the type of services provided.
- 16.15. **COMPLIANCE WITH ALL GOVERNMENT REGULATIONS:** Contractor shall comply with all Federal, State and local laws, codes, regulations and ordinances applicable to the work performed under this Agreement. Failure to comply with such requirements shall constitute a breach of contract and shall be grounds for termination of this Agreement. Damages or costs resulting from noncompliance shall be the sole responsibility of Contractor.
- 16.16. **FORCE MAJEURE:** Neither party to this Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. County may terminate this Agreement upon written notice after determining such delay or default will unreasonably prevent successful performance of the Agreement.
- 16.17. **RIGHTS IN DATA:** All original written material, including programs, card decks, tapes, listings, and other documentation originated and prepared for County pursuant to this Agreement, shall become exclusively the property of County. The ideas, concepts, know-how, or techniques developed during the course of this Agreement by Contractor personnel can be used by either party in any way it may deem appropriate. Material already in Contractor's possession, independently developed by Contractor, outside the scope of this Agreement, or rightfully obtained by Contractor from third parties, shall belong to Contractor. This Agreement shall not preclude Contractor from developing materials which are competitive, irrespective of their similarity to materials which might be delivered the County pursuant to this Agreement. Contractor shall not, however, use any written materials development under this Agreement in developing materials for others, except as provided in this section.
- 16.18. **ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT:** In the event of any claim or suit against County on account of any alleged patent or copyright infringement arising out of the performance of this Agreement or out of the use of any material furnished or work or services performed hereunder, Contractor shall defend

County against any such suit or claim and hold County harmless from any and all expenses, court costs, and attorney’s fees in connection with such claim or suit.

- 16.19. EQUIPMENT, TOOLS, MATERIALS, AND/OR SUPPLIES: Contractor will provide all equipment, tools, materials or supplies necessary to fulfill Contractor’s obligations under the terms of this Agreement.
- 16.20. ATTORNEY FEES: In the event an action, lawsuit, or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall bear its own attorney fees, expenses, costs, and disbursements for said action, lawsuit, proceeding, or appeal.
- 16.21. WAIVER: The failure of either party at any time or from time to time to enforce any of the terms of this Agreement 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 Agreement.
- 16.22. TAX CREDITS: Should Contractor become entitled to tax credits or tax deductions directly attributable to the costs of energy-efficiency attributes included in the project, such as those provided for in IRS Notice 2008-40, Contractor and County agree to share equally in any net tax benefit received by Contractor. For the purposes of this provision: (a) “net tax benefit” means the reasonable estimate of the net reduction in Contractor’s tax liability for the current period, including any tax benefit, reduced by Contractor’s reasonable costs for applying for and calculating the benefit, and (b) “reduction in Contractor’s tax liability” means a reduction in the amounts due or to become due for federal and state income taxes of Contractor, Contractor’s subcontractors, its partners, members, and shareholders.
- 16.23. COUNTERPARTS: This Professional Services 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 Agreement to be effective the date first set forth above.

For Contractor

For Crook County

BestCare Treatment Services, Inc.

CROOK COUNTY COURT

By: _____
Signature

Seth Crawford, County Judge

Printed Name

Date: _____

Title: _____

Jerry Brummer, County Commissioner

Date: _____

Date: _____

Brian Barney, County Commissioner

Date: _____

EXHIBIT A
REQUIRED TERMS FOR ALL PUBLIC CONTRACTS

1. PAYMENTS AND DEBTS:

- 1.1. Contractor shall promptly, as due, make payment to:
 - 1.1.1. Any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums that Contractor agrees to pay for the services and all moneys and sums that Contractor collected or deducted from the wages of employees under any law, contract, or agreement for the purpose of providing or paying for the services;
 - 1.1.2. All persons supplying to Contractor labor or material for the performance of the work provided for in the Agreement;
 - 1.1.3. All contributions or amounts due the Industrial Accident Fund from Contractor or subcontractor incurred in the performance of this Agreement; and
 - 1.1.4. The Department of Revenue all sums withheld from employees under ORS 316.167.
- 1.2. Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished under this Agreement.

2. EMPLOYEES:

- 2.1. Contractor and subcontractors shall either be employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
- 2.2. Contractor shall comply with the prohibition on wage discrimination of ORS 652.220; failure to do so is a material element of the contract and a breach that entitles County to terminate this Agreement for cause.
- 2.3. For all work under this Agreement, Contractor may not employ an employee for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or when the public policy absolutely requires otherwise, and in such cases, Contractor shall pay the employee at least time-and-a-half pay for:
 - (a) All overtime in excess of eight hours in any one day or 40 hours in any one week if the work week is five consecutive days, Monday through Friday; or all overtime in excess of 10 hours in any one day or 40 hours in any one week if the work week is four consecutive days, Monday through Friday; and
 - (b) All work the employee performs on Saturday and on any legal holiday specified in ORS 279B.020;
- 2.3.1. If this Agreement is for services, Contractor shall pay employees at least time-and-a-half pay for work the employees perform under this Agreement on the legal holidays specified in a collective bargaining agreement or in 279B.020 (1)(b)(B) to (G) and for all time the employees work in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater;
- 2.3.2. If this Agreement is for personal services, as described in ORS 279A.055, Contractor shall pay its employees who work under this Agreement at least time-and-a-half for all overtime the employees work in excess of 40 hours in any one week, unless said employees are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime;
- 2.3.3. If this Agreement is for services at a county fair, or for another event that Crook County Fair Board authorizes, Contractor shall pay employees who work under this Agreement at least time-and-a-half for work in excess of 10 hours in any one day or 40 hours in any one week.
- 2.4. Contractor may not prohibit any of 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 or another person.
- 2.5. Contractor shall give notice in writing to employees who work under this Agreement, either at the time of hire or before work begins on the Agreement, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that Contractor may require the employees to work.

3. OTHER PROVISIONS:

- 3.1. By executing this Agreement, Contractor represents and warrants that it 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 further covenants to continue with said compliance during the term of this Agreement. Noncompliance with this provision is a default for which County may terminate the Agreement, in whole or part, and seek damages under the terms of this Agreement or applicable law.
- 3.2. If this Agreement involves lawn and landscape maintenance, Contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.

EXHIBIT B
INDEPENDENT CONTRACTOR STATUS

Contractor states and represents that contractor is an Independent Contractor as that term is defined in Oregon Revised Statute 670.600 and more specifically represents, states and agrees that in providing the services and scope of work specified in this Agreement:

1. Contractor provides services for remuneration; and
2. Contractor is free from direction and control over the means and manner of providing the services and scope of work subject only to the right of County to specify the desired results; and
3. Contractor is customarily engaged in an independently established business; and
4. Contractor is licensed within the state of Oregon to provide any services for which a license is required under ORS Chapter 671 or 701 and is responsible for obtaining other licenses or certificates necessary to provide the service or scope of work; and
5. Contractor complies with at least three of the following requirements:
 - (a) A business location is maintained that is separate from the business or work location of County; or is in a portion of the Contractor's residence and that portion is used primarily for the business.
 - (b) The Contractor bears the risk of loss related to the provision of services or scope of work such as entering into a fixed price contract, defective work is required to be corrected, the services provided are warranted or indemnification agreements, liability insurance and performance bonds and errors and omissions insurance are provided.
 - (c) Contracted services for two or more different persons or entities within a twelve month period have been obtained, or routinely engaged in business advertising, solicitation, or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.
 - (d) Significant investment in the business has been made such as purchasing tools or equipment, paying for premises or facilities where services are provided, paying for licenses, certificates or specialized training.
 - (e) Possesses authority to hire other persons to assist in providing their services and has the authority to fire those persons.
6. Contractor will immediately inform County in the event that it fails to conduct its services in one or more particulars as represented in 1 through 5 above.

EXHIBIT C

PROTECTED INFORMATION

If Contractor obtains any personal information as defined in ORS 646A.602(11) related to this Agreement or concerning any County employee, Contractor agrees to provide appropriate safeguards to protect the security of this information. Contractor shall have provided appropriate safeguards by meeting or exceeding the requirements stated in ORS 646A.622. Furthermore:

1. **“Protected Information”** shall be defined as *data or information* that has been designated as private or confidential by law or by the County. Protected Information includes, but is not limited to, employment records, medical records, personal financial records (or other personally identifiable information), trade secrets, and classified government information. To the extent there is any uncertainty as to whether any data constitutes Protected Information, the data in question shall be treated as Protected Information until a determination is made by the County or proper legal authority.
2. **Data Confidentiality.** Contractor shall implement appropriate measures designed to ensure the confidentiality and security of Protected Information, protect against any anticipated hazards or threats to the integrity or security of such information, protect against unauthorized access or disclosure of information, and prevent any other action of unauthorized disclosure that could result in substantial harm to the County or an individual identified with the data or information in Contractor’s custody or access.

To the extent that Contractor may have access to County protected health information (as the same is defined in the privacy regulations promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended, and the implementing regulations known and referred to as Privacy Rule, Security Rule, Enforcement Rule and Breach Notification Rule, referred to herein collectively as “HIPAA”), Contractor agrees to protect such information in compliance with HIPAA and represents that it has the processes, systems and training to assure compliance with the same.

3. **Data and Network Security.** Contractor agrees at all times to maintain commercially reasonable network security that, at a minimum, includes: network firewall provisioning, intrusion detection/prevention and periodic third party penetration testing. Likewise Contractor agrees to maintain network security that at a minimum conforms to current standards set forth and maintained by the National Institute of Standards and Technology, including those at: <http://checklists.nist.gov/repository>. Contractor agrees to protect and maintain the security of data with protection security measures that include maintaining secure environments that are patched and up to date with all appropriate security updates as designated by a relevant authority.
4. **Security Breach.** In the unlikely event of a security breach or issue, Contractor will notify the appropriate County contact no later than one hour after they are aware of the breach. Contractor will be responsible for all remedial action necessary to correct the breach; provided however, that Contractor will not undertake litigation on behalf of the County without prior written consent.
5. **Data Storage and Backup.** Contractor agrees that any and all County data will be stored, processed, and maintained solely on designated servers and that no County data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of the Contractor's designated backup and recovery processes. All servers, storage, backups, and network paths utilized in the delivery of the service shall be contained within the states, districts, and territories of the United States unless specifically agreed to in writing by a County officer with designated data, security, or signature authority. An appropriate officer with the necessary authority can be identified by the County Information Security Officer for any general or specific case.

Contractor agrees to store all County backup data stored as part of its backup and recovery processes in encrypted form, using no less than AES 256.

6. **Data Re-Use.** Contractor agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in the Agreement. Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Contractor. Contractor further agrees that no County data of any kind shall be revealed, transmitted, exchanged or otherwise passed to other Contractor or interested parties except on a case-by-case basis as specifically agreed to in writing by a County officer with designated data, security, or signature authority.
7. **PCI Compliance.** Contractor agrees to comply with PCI DSS (Payment Card Industry Data Security Standard). As evidence of compliance, Contractor shall provide upon request a current attestation of compliance signed by a PCI QSA (Qualified Security Assessor).
8. **End of Agreement Data Handling.** Contractor agrees that upon termination of this Agreement it shall erase, destroy, and render unreadable all County data in its entirety in a manner that prevents its physical reconstruction through the use of commonly available file restoration utilities, and certify in writing that these actions have been completed within 30 days of the termination of this Agreement or within 7 days of the request of an agent of County whichever shall come first.
9. **Mandatory Disclosure of Protected Information.** If Contractor becomes compelled by law or regulation (including securities' laws) to disclose any Protected Information, Contractor will provide County with prompt written notice so that County may seek an appropriate protective order or other remedy. If a remedy acceptable to County is not obtained by the date that Contractor must comply with the request, Contractor will furnish only that portion of the Protected Information that it is legally required to furnish, and the Contractor shall require any recipient of the Protected Information to exercise commercially reasonable efforts to keep the Protected Information confidential.
10. **Remedies for Disclosure of Confidential Information.** Contractor and County acknowledge that unauthorized disclosure or use of the Protected Information may irreparably damage County in such a way that adequate compensation could not be obtained from damages in an action at law. Accordingly, the actual or threatened unauthorized disclosure or use of any Protected Information shall give County the right to seek injunctive relief restraining such unauthorized disclosure or use, in addition to any other remedy otherwise available (including reasonable attorneys' fees). Contractor hereby waives the posting of a bond with respect to any action for injunctive relief. Contractor further grants County the right, but not the obligation, to enforce these provisions in Contractor's name against any of Contractor's employees, officers, board members, owners, representatives, agents, contractors, and subcontractors violating the above provisions.
11. **Non-Disclosure.** Contractor is permitted to disclose Confidential Information to its employees, authorized subcontractors, agents, consultants and auditors on a need-to-know basis only, provided that all such subcontractors, agents, consultants and auditors have written confidentiality obligations to both Contractor and County.
12. **Criminal Background Check.** County shall perform criminal background checks on all talent assigned to this project before a person is allowed to work on any of the County's Criminal Justice Information System (CJIS) protected data, software systems or facilities.
13. **Survival.** The confidentiality obligations shall survive termination of any agreement with Contractor for a period of ten (10) years or for so long as the information remains confidential, whichever is longer and will inure to the benefit of County.

EXHIBIT D
BUSINESS ASSOCIATE AGREEMENT

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

A. General Provisions

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

B. Obligations of Business Associate

Contractor agrees that it will:

1. Not use or further disclose PHI other than as permitted or required by this BA Agreement or as required by law;
2. Use appropriate safeguards and comply, where applicable, with Subpart C of 45 CFR Part 164 to prevent use or disclosure of PHI other than as provided for by this BA Agreement;
3. Report to County any use or disclosure of PHI not provided for by this BA Agreement of which it becomes aware, including any security incident (as defined in 45 CFR 164.304) and any breaches of unsecured PHI as required by 45 CFR §164.410. Breaches of unsecured PHI shall be reported to County without unreasonable delay but in no case later than 60 days after discovery of the breach;
4. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Contractor agree to the same restrictions, conditions, and requirements that apply to Contractor with respect to such information;
5. Make available PHI in a designated record set to County as necessary to satisfy County’s obligation under 45 CFR 164.524 in no more than 30 days of a request;
6. Make any amendment(s) to PHI in a designated record set as directed by County, or take other measures necessary to satisfy County’s obligations under 45 CFR §164.526 in no more than 30 days of a request;
7. Maintain and make available information required to provide an accounting of disclosures to County or an individual who has a right to an accounting within 60 days and as necessary to satisfy County’s obligations under 45 CFR §164.528;
8. To the extent that Contractor is to carry out any of County’s obligations under Subpart E of 45 CFR Part 164, Contractor shall comply with the requirements of Subpart E of 45 CFR Part 164 that apply to County when it carries out that obligation;

9. Make its internal practices, books, and records available to the Secretary of the Department of Health and Human Services for purposes of determining compliance with the HIPAA rules;
10. County shall notify Contractor of any restriction on the use or disclosure of PHI that County has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Contractor's use or disclosure of PHI; and
11. If County is subject to the Red Flags Rule (found at 16 CFR §681.1 *et seq.*), Contractor agrees to assist County in complying with its Red Flags Rule obligations by: (a) implementing policies and procedures to detect relevant Red Flags (as defined under 16 C.F.R. §681.2); (b) taking all steps necessary to comply with the policies and procedures of County's Identity Theft Prevention Program; (c) ensuring that any agent or third party who performs services on its behalf in connection with covered accounts of County agrees to implement reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft; and (d) alerting County of any red flag incident (as defined by the Red Flag Rules) of which it becomes aware, the steps it has taken to mitigate any potential harm that may have occurred, and provide a report to County of any threat of identity theft as a result of the incident.
12. If Contractor is part of a larger organization, Contractor will implement policies and procedures to protect PHI from unauthorized access by the larger organization.

C. Permitted Uses and Disclosures by Business Associate

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

1. The review of patient care information in the course of Contractor conducting risk and compliance assessment activities, or providing County with a Control Activity Gap Analysis, or the review of PHI and other information necessary to assist County in developing its HIPAA compliance program; and
2. Other uses or disclosures of PHI as permitted by the HIPAA rules as necessary to perform the services set forth in the Agreement.
3. Uses or disclosures of protected health information as required by law.

D. Termination

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

SCOPE OF SERVICES:

All Services are to be aligned with Adult Drug Court Best Practice Standards and Oregon Specialty Court Standards including the 10 Key Components. Proposers shall be licensed and/or certified in accordance with the Services provided, have experience working with a criminal justice population, receive ongoing education and supervision, and have been or will be trained in the specific evidence-based practice models to be delivered with fidelity to the designed model. As this is a Criminal Justice Commission (CJC) grant-funded program, the selected contractor shall participate in the State review process by the CJC or the Oregon Department of Corrections.

ADMINISTRATIVE/INDIRECT SERVICES:

Clinical Supervisor.

A designated individual, subject to written acceptance by the Crook County Policy Committee¹, will serve as Clinical Supervisor. The Clinical Supervisor shall be licensed by the State of Oregon as a Certified Alcohol and Drug Counselor II (CADC II) or higher, have a degree in social work, addiction counseling, or a closely related field and at least three years' experience providing substance-use disorder treatment and recovery services. The Clinical Supervisor shall provide clinical supervision, in accordance with OAR 309-019-0125, of all employees, subcontractors, volunteers, and/or interns (collectively referred to as "employees") who provide substance-use disorder treatment and recovery services to Specialty Court D clients. Clinical Supervisor shall provide a written quarterly report to the Policy Committee documenting the supervision of each employee who provides substance-use disorder treatment and recovery services to Crook County Specialty Court D participants. If additional staff are needed for clinical supervision, such staff will meet the above-mentioned criteria.

Alcohol and Drug Treatment Coordinator (A&D Coordinator).

Contractor shall designate an individual, subject to written acceptance by the County Policy Committee, to serve as Alcohol and Drug Treatment Coordinator (A&D Coordinator). The A&D Coordinator shall be licensed by the State of Oregon as a CADC I or higher, have an associate's degree and at least three years' experience providing substance-use disorder treatment and recovery services. The Clinical Supervisor may also serve as A&D Coordinator.

The A&D Coordinator is a member of the Crook County Specialty Court D Treatment Team and shall:

- Provide case management for substance-use disorder treatment and recovery services for Crook County Specialty Court D participants and collaborate with the Crook County Specialty Court D Treatment Team for the coordination of services and supports provided to Specialty Court D participants.
- Participate in bi-weekly Specialty Court D Case Management meetings ensuring (1) participants are linked to relevant and effective services and supports; (2) all service efforts are monitored, connected, and in synchrony; and (3) pertinent information gathered during assessment and monitoring is provided to Treatment Team members in a timely manner.
- Participate in bi-weekly pre-court staffing meetings and court hearings to ensure timely information about participants' progress in treatment is communicated to the Treatment Team and treatment-related issues are taken into consideration when decisions are reached in staff meetings and status hearings.

¹ The Policy Committee consists of members from many public agencies and service providers, such as the local criminal defense bar, the District Attorney's office, the Department of Human Services – Child Welfare division, the Circuit Court, the Community Corrections department, and other entities.

- Participate in Treatment Team work sessions, as scheduled.
- Maintain real-time communication with Crook County Specialty Court Coordinator and other Treatment Team members regarding participants' engagement and prognosis in substance-use disorder treatment and recovery services and compliance with program rules and expectations.
- Provide weekly updates to Crook County Specialty Court Coordinator regarding participants' treatment schedules, including individual and group treatment services/appointments. Weekly updates shall be provided via email no later than 2:00 p.m. each Thursday.
- Be knowledgeable about participants' service plan and progress.

Certified Alcohol and Drug Counselors (Counselors).

Each counselor providing services to Crook County Specialty Court D clients shall be licensed by the Addiction Counselor Board of Oregon as a CADC I or higher, have a minimum of an associate's degree and at least three years' experience providing substance-use disorder treatment and recovery services or have a master's degree in social work, addiction, or a closely related field and be registered with the Addiction Counselor Board of Oregon (ACCBO), at a minimum, as a CADC Candidate.

Certified Recovery Mentors (Recovery Mentors).

Contractor shall assign a Recovery Mentor to each Specialty Court D participant within 60 days of the signed date of this contract. Recovery Mentors must be certified by the Addiction Counselor Certification Board of Oregon. A Recovery Mentor may be assigned to one or more Specialty Court D participant as schedule and caseload allow. The services provided by a Recovery Mentor shall align with participants' current substance-use disorder and recovery needs and shall include, but not be limited to, the following Services:

- Telephone and in-person home contact, which shall initially occur daily and weekly, respectively, and continue at intervals appropriate to the participants' needs;
- Motivational counseling;
- Assistance in accessing sober-living housing;
- Modeling skills learned in treatment;
- Transportation services to treatment and recovery related activities and appointments; and
- Guidance and support in engaging in community-based support programs (i.e. Alcoholics/Narcotics Anonymous, Celebrate Recovery, Smart Recovery).

DIRECT SERVICES TO PARTICIPANTS:

Services shall comply with the Oregon Specialty Court Standards, Adult Drug Court Best Practice Standards as defined by the National Association of Drug Court Professionals, and Oregon Administrative Rules Chapter 309, Division 19. All providers administering screening and risk-assessment tools and/or providing substance-use disorder treatment and recovery services shall receive formal training on approved screening and assessment instruments and treatment modalities according to developer's guidelines prior to administering the tools or delivering services and interventions. Written documentation of the training procedures and screening and risk assessment tools used to monitor fidelity to the tools, instruments, and treatment modalities utilized to the Crook County Specialty Court D Coordinator shall be provided. Quarterly written reports regarding the activities undertaken during the preceding ninety days to monitor and ensure fidelity to the tools, instruments, and treatment modalities utilized shall be provided to the Crook County Specialty Court D Coordinator.

Post-Admission Assessment.

Conduct a post-admission assessment for Specialty Court D participants using the American Society of Addiction Medicine (ASAM) criteria. The post-admission assessment shall be completed and results provided to the Specialty Court Coordinator in writing within five business days from the date of receipt of referral to the program. Contractor shall apply the ASAM Criteria to create a holistic, biopsychosocial assessment of the participant to be used for service planning and assigning the appropriate level of care.

The use of the ASAM Criteria shall not be modified, nor any other assessment tool be administered without prior written acceptance and approval by the County Policy Committee.

Service Plan.

Prepare and maintain a comprehensive written Service Plan for each Specialty Court participant. The Service Plan shall be completed and a copy provided to the Specialty Court Coordinator within ten business days of participant admission to the program. The Service Plan shall be updated every 90 calendar days thereafter, or more frequently as needed for the purpose of reviewing goals, assessing outcomes, and making therapeutic adjustments. The Service Plan shall address the services and supports provided to or coordinated for an individual, as applicable, and shall be reflective of the assessment and the intended outcomes of services provided. The Service Plan shall be prepared in a form accepted and approved by the Policy Committee. Any updates to the Service Plan shall require a copy to be sent to the Specialty Court D Coordinator within five business days.

A Continuum of Care.

Provide the assessed level of care as determined by the ASAM criteria. If the appropriate level of care is not available within the scope of practice, the Specialty Court Coordinator shall be notified and the participant referred to another provider who offers the appropriate level of care. No individual or entity, unless they are a Crook County Specialty Court D contracted provider, shall request payment from Crook County Specialty Court grant funds for services provided without prior written approval from Crook County.

Frequent, Random Drug Testing.

Drug Testing shall occur at least Monday through Friday, but ideally would be available seven days a week, including weekends and holidays, as staffing permits. Crook County Specialty Court D participants are to be randomly tested no less than two times each week and the odds of being tested shall be two in seven or 28% every day of the week. Testing results, including results of confirmation testing, shall be communicated to the court within 24 hours. Procedures shall be established to ensure the validity of a urinalysis testing process and results and include direct observation of collection and documented chain of custody. **A third-party, web-based system shall be utilized to ensure random, automated drug test scheduling and call tracking. Testing results shall be entered and uploaded into SCMS within 24 hours of receipt of test results.**

Individual and Group Substance Use Disorder Treatment and Recovery Services.

Utilize the following treatment programs for Individual and Group Substance Use Disorder Treatment and Recovery Services with Specialty Court D Participants:

- Utilize an evidence-based treatment program(s) for Individual and Group Substance Use Disorder Treatment and Recovery Services with Specialty Court D Participants that is aligned with the 10 Key Components of Drug Courts and the Adult Drug Court Best Practices Standards.

- Group counseling sessions shall consist of a maximum of twelve participants and shall be separated by gender.
- Gender-specific treatment modalities shall be provided when appropriate and available..

The use of the above listed treatment modalities shall not be modified, nor shall any other treatment modality be used without prior written acceptance and approval by the Policy Committee.

Medication and Co-Occurring Disorders.

Manage, or have formal partnerships with other providers with the ability to assess medical necessity for, prescribe, and monitor medication-assisted treatment for addiction (i.e., Naltrexone, Methadone, Suboxone). Frequent collaboration with medication-assisted treatment providers shall occur to effectively monitor treatment progress and prognosis.

Ancillary Support Services.

Coordinate access and/or provide ancillary support services to Crook County Specialty Court D participants, including, but not be limited to:

- Employment counseling and assistance (beginning in a later phase of the Program);
- Assistance in applying for public assistance;
- Parenting education;
- Education and job training;
- Assistance in applying for health insurance;
- Transportation;
- Mentoring and alumni groups;
- Interventions that promote a holistic approach to participants' general health and well-being (i.e., smoking cessation, sexual and reproductive health, yoga, acupuncture, and nutrition counseling);
- Housing – assistance in accessing safe, stable, and drug-free housing; and
- Aftercare.

PERFORMANCE MEASURES AND OUTCOMES:

Have established policies and procedures for monitoring and evaluating program adherence to evidence-based practices and program effectiveness. A copy of established policies and procedures shall be provided to and approved by the Policy Committee within 30 days from the commencement of services. When applicable, instruments designed specifically for treatment modalities and/or interventions shall be used. Provide a copy of fidelity measures, evaluations, program audits and data reports in accordance with established policies and procedures within 30 days of completion. Provide the Policy Committee with any external audits or program evaluations conducted for services provided to Crook County Specialty Court D participants within 30 days of receipt. Participate in monitoring and evaluation processes of the Specialty Court D Program as established by the Policy Committee. Quarterly reports, including timecards and other documentation to support funds requested (i.e., mileage reimbursement forms, purchase orders), and Request for Reimbursement reports shall be submitted no later than 5:00 p.m. on the 5th day of the month following the end of the preceding quarter (October, January, April, July).

COMPENSATION AND PAYMENT METHOD:

Services shall be billed to Crook County Specialty Court D participant's Oregon Health Plan (OHP) or other private insurance, as applicable.

- Submit reimbursement requests from Crook County Specialty Court D grant funds for services that would have been covered under OHP (or other insurance) if the Specialty Court D participant was covered by that insurance plan. Services shall be invoiced at current Medicaid Reimbursement Rates for substance-use disorder and recovery services or through established funding sources (i.e., Measure 57, RESTART, and indigent funds). This fee schedule may be found at the following website: <http://www.oregon.gov/oha/healthplan/pages/feeschedule.aspx>.
- If an individual receiving services enrolls in OHP during the term of the individual's treatment, OHP must be invoiced instead of Crook County Specialty Court D grant funds. No payment may be received for an individual's treatment services from both OHP and Crook County Specialty Court D grant funds. Contracted provider shall be responsible for verifying individual's OHP status and requesting CCO authorization and reimbursement in a timely manner. The Crook County Specialty Court D Program must be immediately notified when participants are eligible for OHP but have not yet applied or whose coverage has lapsed to ensure this is immediately addressed.

Invoices may be submitted for the Crook County Specialty Court D grant up to a maximum of five hours per week for services provided by the Clinical Supervisor and/or A&D Coordinator at a rate not to exceed \$50.00 per hour. Clinical Supervisor and/or A&D Coordinator Services are defined as services not billable to OHP or other insurance and are administrative in nature. Examples of services include, but may not be limited to attending meetings, participating in pre-court staffings and/or court hearings, data entry into SCMS, and providing updates through e-mail or other forms of communication. Time must be tracked, and evidence of such time spent toward services shall be provided through copies of calendar dates, timesheets, or other forms acceptable to Crook County. Documentation shall be submitted along with the reimbursement request.



**Crook County
Community Development**

300 NE 3rd Street, Room 12
Prineville, OR 97754
(541)447-3211 Ext 1. Planning
Fax (541)416-2139
Email: plan@co.crook.or.us
Website: www.co.crook.or.us

MEMO:

RE: Brasada Phase 15 Final Plat Review.

Before the Crook County Court is the Final Plat Review for the 15th Phase of subdivision development in the Brasada Ranch Destination Resort. The Planning Commission has reviewed and approved the Final Plat, with the only remaining signatures needed from the County Court in accordance with CCC 17.20.050(17).

Staff has recommended approval based on substantial compliance with the tentative plan approval, and the Applicant having met the relevant conditions of approval required prior to final plat approval.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Brent Bybee".

Brent Bybee, Planning Manager.

BRASADA RANCH 15

REPLAT OF A PORTION OF PARCELS 2 AND 3 OF PARTITION PLAT 1996-63,
LOCATED IN THE SOUTH ONE-HALF (S1/2) OF SECTION 26,
TOWNSHIP 16 SOUTH, RANGE 14 EAST,
WILLAMETTE MERIDIAN, CROOK COUNTY, OREGON
217-22-1013-PLNG (C-CU-DES-001-03)
SEPTEMBER 2022

DECLARATION & DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS THAT FNF NV BRASADA, LLC, AN OREGON LIMITED LIABILITY COMPANY, IS THE OWNER IN FEE SIMPLE OF THE LAND SHOWN ON THIS PLAT, HAS CAUSED SAID LAND TO BE SURVEYED AND SUBDIVIDED INTO PRIVATE LOTS, LOT AA, AND PRIVATE WAYS, AS SHOWN ON THIS PLAT;

AND HEREBY RESERVE EASEMENTS FOR ROAD AND UTILITY PURPOSES OVER THE PRIVATE WAYS SHOWN HEREON, INCLUDING SIGNS, IRRIGATION SYSTEMS, THE RIGHT OF INGRESS AND EGRESS FOR CONSTRUCTION AND MAINTENANCE;

AND FURTHER RESERVES AN EASEMENT FOR DRAINAGE PURPOSES OVER PORTIONS OF LOTS 772, 773, 794, 795, 799, 800, 801 AND 802 AS SHOWN AND NOTED HEREIN;

AND FURTHER DEDICATES TO THE PUBLIC FOREVER THE PUBLIC UTILITY EASEMENTS AS SHOWN AND DETAILED ON THIS PLAT. UTILITIES SHALL HAVE THE RIGHT TO INSTALL, CONSTRUCTION, RENEWAL, MAINTAIN AND OPERATE THEIR EQUIPMENT ABOVE AND BELOW GROUND AND ALL OTHER RELATED FACILITIES WITHIN THE PUBLIC UTILITY EASEMENT IDENTIFIED ON THIS PLAT AS MAY BE NECESSARY OR DESIRABLE IN SERVING THE LOTS IDENTIFIED HEREON, INCLUDING THE RIGHT OF ACCESS TO SUCH FACILITIES AND THE RIGHT TO REQUIRE THE REMOVAL OF ANY OBSTRUCTIONS INCLUDING TREES AND VEGETATION THAT MAY BE PLACED WITHIN THE P.U.E. AT THE LOT OWNER'S EXPENSE. AT NO TIME MAY ANY PERMANENT STRUCTURES BE PLACED WITHIN THE P.U.E. OR ANY OTHER OBSTRUCTION WHICH INTERFERES WITH THE USE OF THE P.U.E. WITHOUT WRITTEN APPROVAL OF THE UTILITY COMPANIES IN THE P.U.E..

THERE ARE NO C.O.I.D. WATER RIGHTS APPURTENANT TO THE LAND SHOWN ON THIS PLAT.

AND DOES HEREBY SUBMIT FOR APPROVAL AND RECORD SAID PLAT OF "BRASADA RANCH 15", HENCEFORTH TO BE SO KNOWN.

BY: [Signature]
SIMON HALLGARTEN, AUTHORIZED SIGNATORY,
FNF NV BRASADA, LLC, AN OREGON LIMITED LIABILITY COMPANY

9/9/2022
DATE

ACKNOWLEDGEMENT

STATE OF CONNECTICUT)
COUNTY OF FAIRFIELD) SS

ON THIS 9 DAY OF September, 2022,

BEFORE ME, PERSONALLY APPEARED SIMON HALLGARTEN, FNF NV BRASADA, LLC AND ACKNOWLEDGED SAID INSTRUMENT TO BE HIS VOLUNTARY ACT AND DEED ON BEHALF OF FNF NV BRASADA, LLC.

NOTARY PUBLIC
PRINTED NAME: Catherine Emerigi
NOTARY PUBLIC - CONNECTICUT
COMMISSION NO: SNTFC. 0157495
MY COMMISSION EXPIRES 11/30/2025

REGISTERED
PROFESSIONAL
LAND SURVEYOR

[Signature]
OREGON
JULY 20, 2009
SCOTT C. BOLDUC
79288
EXPIRES: 12/31/2023

CONSENT AFFIDAVIT

A SUBDIVISION CONSENT AFFIDAVIT BY TODD UHRICH, VP, COMMERCIAL RELATIONSHIP MANAGER, FIRST INTERSTATE BANK (A TRUST DEED BENEFICIARY) HAS BEEN RECORDED IN INSTRUMENT NUMBER 2022-318757, CROOK COUNTY OFFICIAL RECORDS.

POST MONUMENT NOTE

I, SCOTT C. BOLDUC CERTIFY THAT POST MONUMENTATION OF ALL REMAINING INTERIOR CORNERS, AS SHOWN HEREIN, WILL BE COMPLETED ON OR BEFORE SEPT. 13, 2023.

[Signature]
SCOTT C. BOLDUC, P.L.S. 79288

INTERIOR MONUMENTS SET _____ PER AFFIDAVIT OF
MONUMENTATION RECORDED AT INSTRUMENT NO. _____,
DATE _____;

CROOK COUNTY SURVEYOR

RECORDATION - CLERK

STATE OF OREGON)
COUNTY OF CROOK) SS

I CERTIFY THAT THE WITHIN INSTRUMENT WAS
RECEIVED FOR RECORD ON THE _____ DAY OF _____,
2022 AT _____ M,
AND RECORDED IN _____
RECORDS OF SAID COUNTY MF NO. _____
CHERYL W. SEELY, CROOK COUNTY CLERK

BY: _____ DEPUTY

RECORDATION - SURVEYOR

STATE OF OREGON)
COUNTY OF CROOK) SS

I CERTIFY THAT THE WITHIN INSTRUMENT WAS
RECEIVED FOR RECORD ON THE _____ DAY OF _____,
2022, AND RECORDED
IN SURVEYS # _____ OF SAID COUNTY.
GREGORY R. KELSO

CROOK COUNTY SURVEYOR

ASSESSORS CERTIFICATES

I HEREBY CERTIFY THAT ALL AD VALOREM TAXES, SPECIAL ASSESSMENTS, FEES AND OTHER CHARGES, AS REQUIRED BY ORS 92.095 TO BE PLACED ON THE 2022-2023 TAX ROLLS, WHICH HAVE BECOME A LIEN OR WILL BECOME A LIEN DURING THIS TAX YEAR, HAVE BEEN PAID TO ME.

CROOK COUNTY ASSESSOR Linda Pepper - Deputy 9/21 2022

I HEREBY CERTIFY THAT ALL TAXES HAVE BEEN PAID AS OF THIS DATE.

CROOK COUNTY TAX COLLECTOR Stacy Bernard 9.21 2022

APPROVALS

CROOK COUNTY PLANNING COMMISSION [Signature] 9/21 2022

CROOK COUNTY TAX COLLECTOR Stacy Bernard 9.21 2022

CROOK COUNTY ASSESSOR Linda Pepper - Deputy 9/21 2022

CROOK COUNTY FIRE DISTRICT _____ 2022

CROOK COUNTY ROAD MASTER _____ 2022

CROOK COUNTY ENVIRONMENTAL HEALTH [Signature] 9/22 2022

CROOK COUNTY SURVEYOR [Signature] 9/14/ 2022

CROOK COUNTY PLANNER [Signature] 9/21/ 2022

CENTRAL OREGON IRRIGATION DISTRICT [Signature] 9.15 2022

CROOK COUNTY COMMISSIONER _____ 2022

CROOK COUNTY COMMISSIONER _____ 2022

CROOK COUNTY JUDGE _____ 2022

SIGNATURE BY THE COUNTY COURT CONSTITUTES ACCEPTANCE OF ANY DEDICATIONS TO THE PUBLIC AS SURVEYED AND PLATTED HEREON.

SHEET 10 OF 10

DOWL

WWW.DOWL.COM

963 SW Simpson Avenue, #200
Bend, Oregon 97702
541-385-4772

BRASADA RANCH 15

REPLAT OF A PORTION OF PARCELS 2 AND 3 OF PARTITION PLAT 1996-63,
 LOCATED IN THE SOUTH ONE-HALF (S1/2) OF SECTION 26,
 TOWNSHIP 16 SOUTH, RANGE 14 EAST,
 WILLAMETTE MERIDIAN, CROOK COUNTY, OREGON
 217-22-1013-PLNG (C-CU-DES-001-03)
 SEPTEMBER 2022

REFERENCES

- () R1 PARTITION PLAT NO. 1996-62, BY DAVID B. ARMSTRONG, LS 1026, RECORDED DECEMBER 31, 1996 AS MF NO. 131589, OFFICIAL RECORDS OF CROOK COUNTY, OREGON.
- () R2 PARTITION PLAT NO. 1996-63, BY DAVID B. ARMSTRONG, LS 1026, RECORDED DECEMBER 31, 1996 AS MF NO. 131590, OFFICIAL RECORDS OF CROOK COUNTY, OREGON.
- () R3 BOUNDARY SURVEY, BY DAVID B. ARMSTRONG, LS 1026, RECORDED FEBRUARY 1, 2005 AS CROOK COUNTY SURVEY NO. 2423.
- () R4 DEPENDENT RESURVEY AND SUBDIVISION OF SECTIONS 25 AND 26 BY THE UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT, EXECUTED BY MARKELL HAMM, CADASTRAL SURVEYOR, BEGINNING FEBRUARY 18, 2014, AND COMPLETED MARCH 20, 2014, PURSUANT TO SPECIAL INSTRUCTIONS APPROVED JANUARY 17, 2014, FOR GROUP NO. 2734, OREGON, APPROVED BY TIMOTHY J. MOORE, ACTING CHIEF CADASTRAL SURVEYOR OF OREGON ON MARCH 16, 2016.
- () R5 BRASADA RANCH 14, BY BRIAN C. COURSEN, LS 86998, RECORDED JULY 19, 2021 AS INSTRUMENT NO. MF 2021-310593, OFFICIAL RECORDS OF CROOK COUNTY, OREGON.

AREA SUMMARY

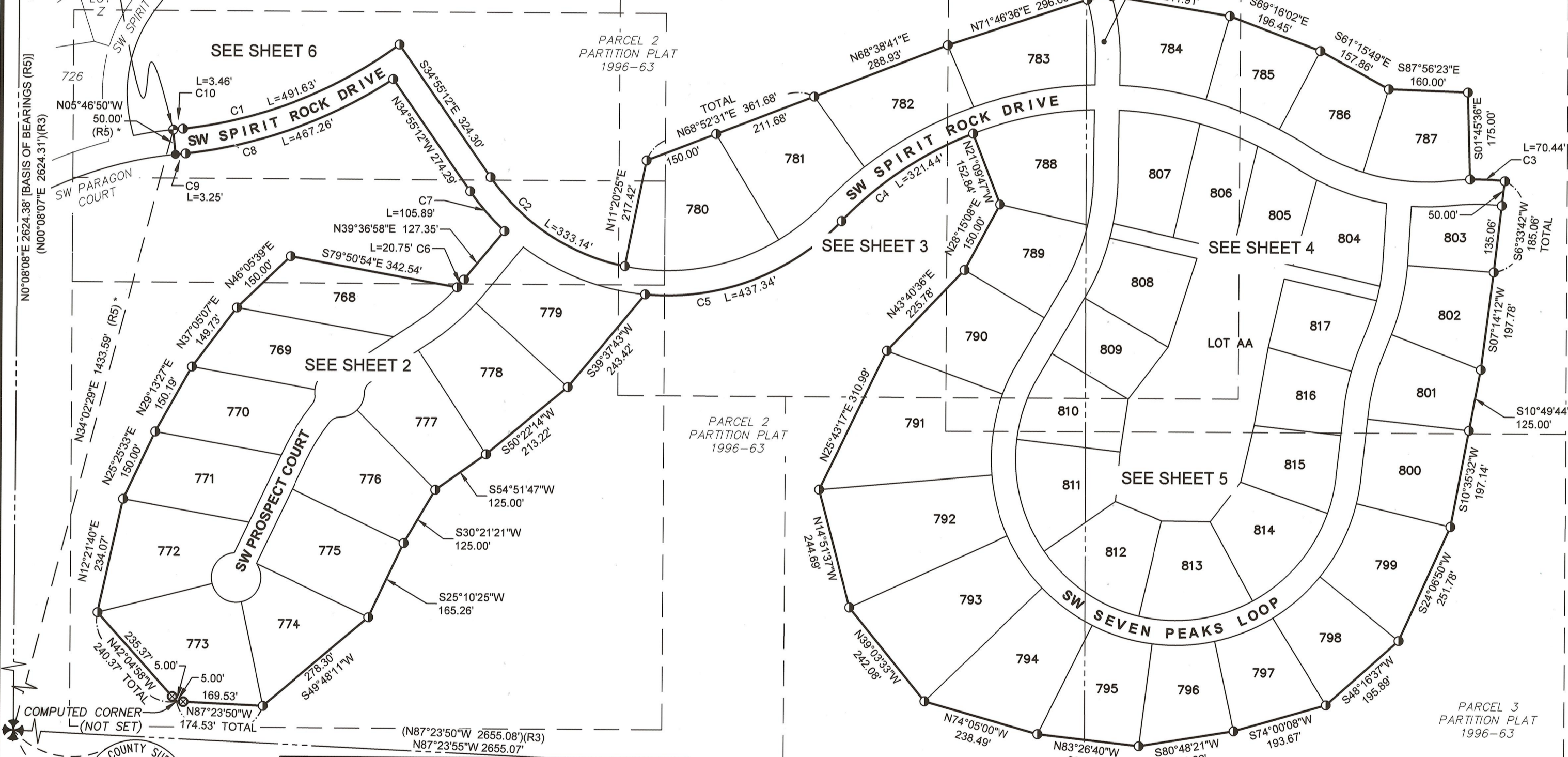
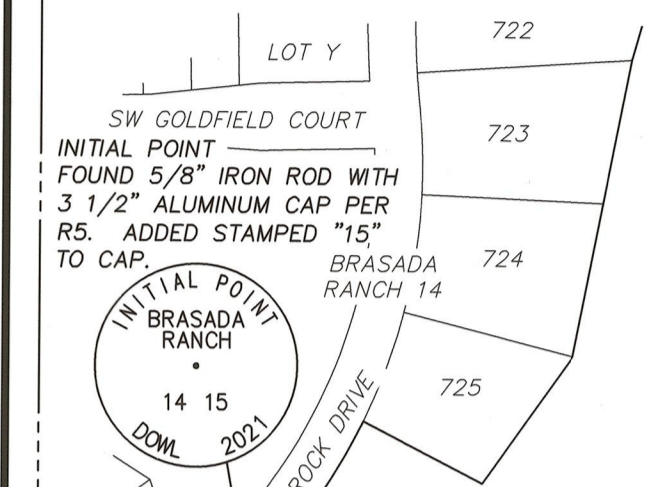
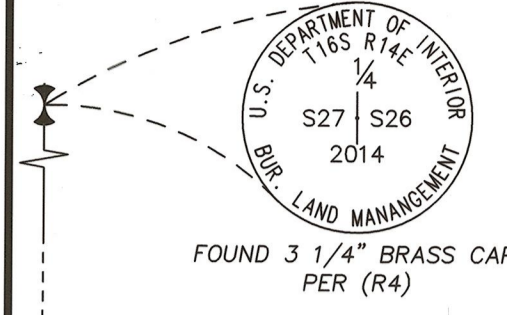
LOTS 768 THRU 817	42.631 ACRES = 1,856,994 S.F.
LOT AA	3.000 ACRES = 130,673 S.F.
PRIVATE ROADS	7.665 ACRES = 333,915 S.F.
TOTAL PLATTED AREA	53.296 ACRES = 2,321,582 S.F.

LEGEND

- FOUND SECTION CORNER MONUMENT (AS NOTED)
- FOUND QUARTER SECTION MONUMENT (AS NOTED)
- FOUND 5/8" IRON ROD WITH 1-1/2" ALUMINUM CAP STAMPED "DOWL"
- FOUND 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "DOWL"
- INITIAL POINT (AS DESCRIBED)
- SET 5/8" IRON ROD WITH YELLOW PLASTIC CAP MARKED "DOWL"
- SET 5/8" IRON ROD WITH ORANGE PLASTIC CAP MARKED "DOWL REFERENCE MON"
- 5/8" IRON ROD WITH 1 1/2" ALUMINUM CAP MARKED "DOWL"; TO BE SET PER POST MONUMENTATION NOTE (SEE SHEET 8)
- 5/8" IRON ROD WITH YELLOW PLASTIC CAP MARKED "DOWL"; TO BE SET PER POST MONUMENTATION NOTE (SEE SHEET 8)
- () * RECORD DATA SAME AS MEASURED PER REFERENCE NOTED (SEE SHEET 1)
- PUE PUBLIC UTILITY EASEMENT
- S.F. SQUARE FEET

SHEET INDEX

- SHEET 1 - PLAT BOUNDARY, REFERENCES AND SHEET LAYOUT.
- SHEET 2 - LOTS 768-779, PORTION OF SW SPIRIT ROCK DRIVE, AND SW PROSPECT COURT.
- SHEET 3 - LOTS 780-783, 788-790, PORTION OF SW SPIRIT ROCK DRIVE, SW REMARKABLE DRIVE, AND A PORTION OF SW SEVEN PEAKS LOOP.
- SHEET 4 - LOTS 784-787, 801-809, 816-817, PORTION OF LOT AA, PORTION OF SW SPIRIT ROCK DRIVE, SW REMARKABLE DRIVE, AND PORTIONS OF SW SEVEN PEAKS LOOP.
- SHEET 5 - LOTS 791-800, 810-815, PORTION OF LOT AA, AND A PORTION SW SEVEN PEAKS LOOP.
- SHEET 6 - PORTION OF SW SPIRIT ROCK LOOP.
- SHEET 7 - CURVE TABLES
- SHEET 8 - NOTES AND NARRATIVE
- SHEET 9 - SURVEYOR'S CERTIFICATE
- SHEET 10 - DECLARATION, TAX CERTIFICATIONS, APPROVALS, RECORDATION



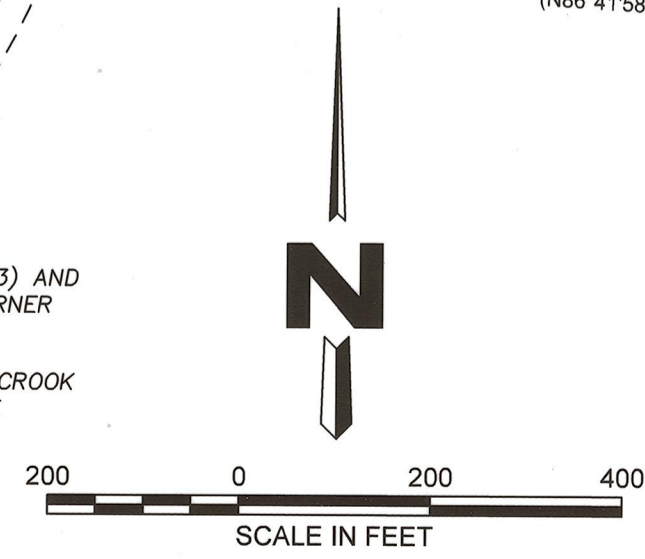
CURVE #	RADIUS	ARC LENGTH	CENTRAL ANGLE	CHORD
C1	910.00'	491.63'	30°57'15"	N68°58'58"E 485.67'
C2	435.00'	333.14'	43°52'46"	S56°51'35"E 325.06'
C3	485.00'	70.44'	8°19'19"	S87°35'57"E 70.38'
C4	725.00'	321.44'	25°24'10"	S56°08'08"W 318.81'
C5	485.00'	437.34'	51°39'56"	S69°16'01"W 422.67'
C6	435.00'	20.75'	2°43'57"	N40°58'57"E 20.74'
C7	485.00'	105.89'	12°30'33"	N41°10'29"W 105.68'
C8	960.00'	467.26'	27°53'16"	S70°30'58"W 462.67'
C9	775.00'	3.25'	0°14'26"	S84°20'23"W 3.25'
C10	825.00'	3.46'	0°14'26"	N84°20'23"E 3.46'

REGISTERED PROFESSIONAL LAND SURVEYOR

 OREGON
 JULY 20, 2009
 SCOTT C. BOLDUC
 79288
 EXPIRES: 12/31/2023

CROOK COUNTY SURVEYOR
 T16S R14E
 S26
 S35
 LS1026
 2005
 FOUND 2" ALUMINUM CAP PER (R3) AND CERTIFIED RECORD OF LAND CORNER MONUMENTATION FORM, BY DAVID B. ARMSTRONG, FILED FEBRUARY 1, 2005 IN THE CROOK COUNTY SURVEYOR'S OFFICE

CROOK COUNTY SURVEYOR
 T16S R14E
 S26 S25
 S35 S36
 LS1026
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SHEET 1 OF 10

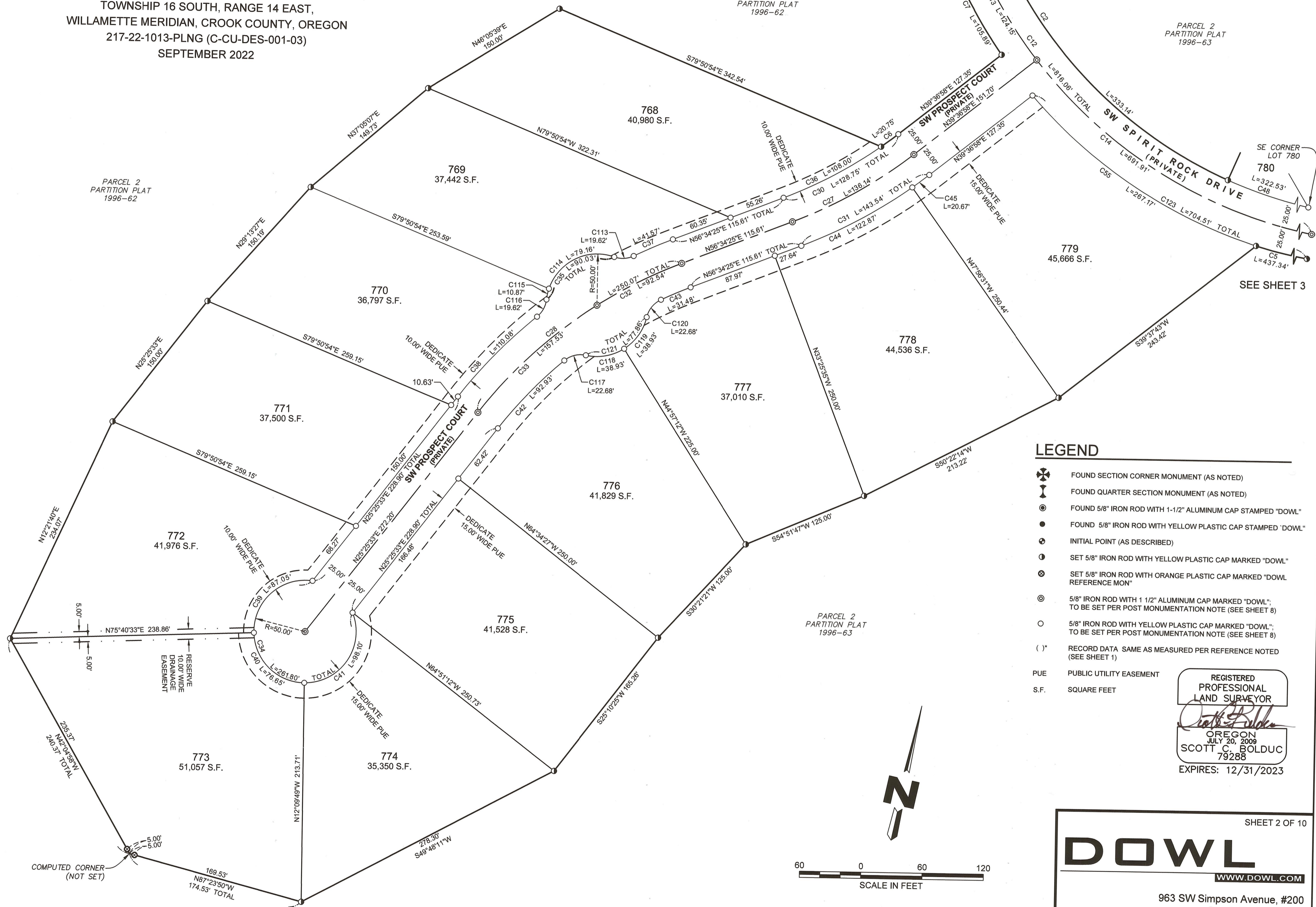
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BRASADA RANCH 15

REPLAT OF A PORTION OF PARCELS 2 AND 3 OF PARTITION PLAT 1996-63,
 LOCATED IN THE SOUTH ONE-HALF (S1/2) OF SECTION 26,
 TOWNSHIP 16 SOUTH, RANGE 14 EAST,
 WILLAMETTE MERIDIAN, CROOK COUNTY, OREGON
 217-22-1013-PLNG (C-CU-DES-001-03)
 SEPTEMBER 2022



SEE SHEET 6

SEE SHEET 3

LEGEND

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SHEET 2 OF 10

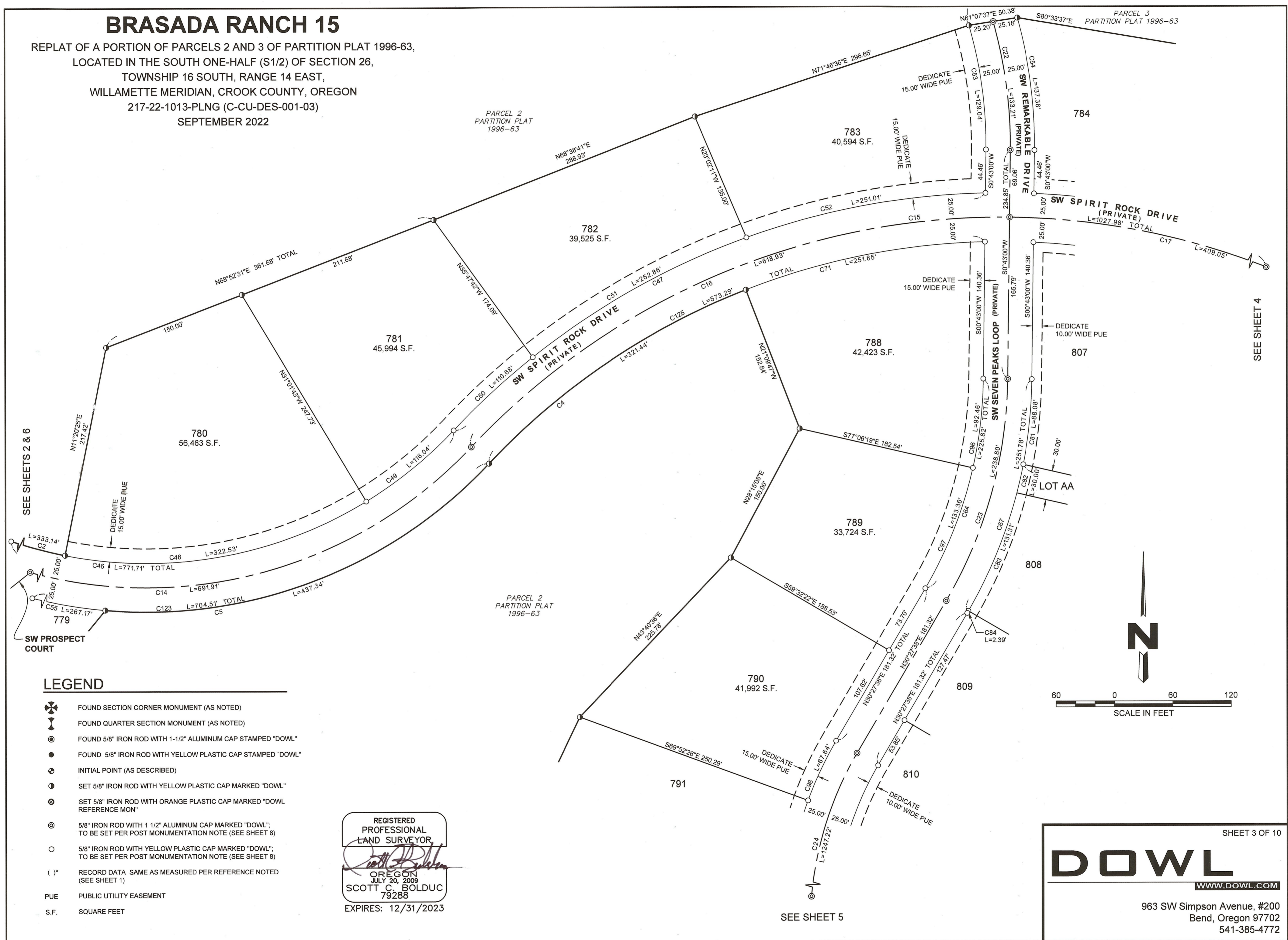
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SEE SHEETS 2 & 6

SEE SHEET 4

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SEE SHEET 5

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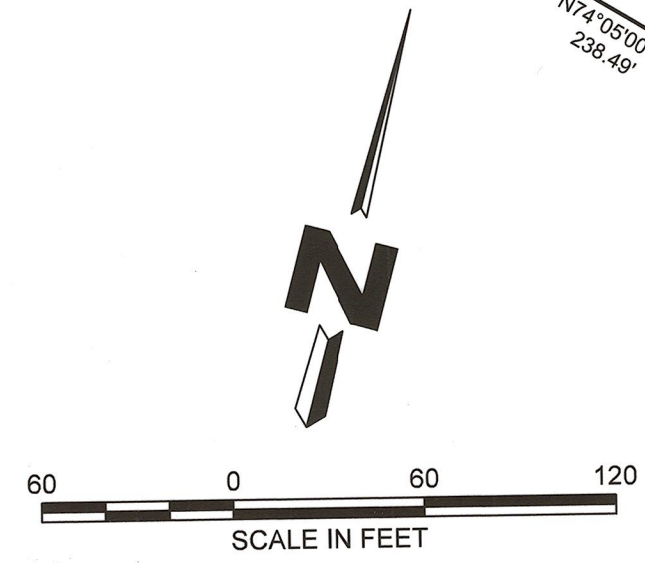
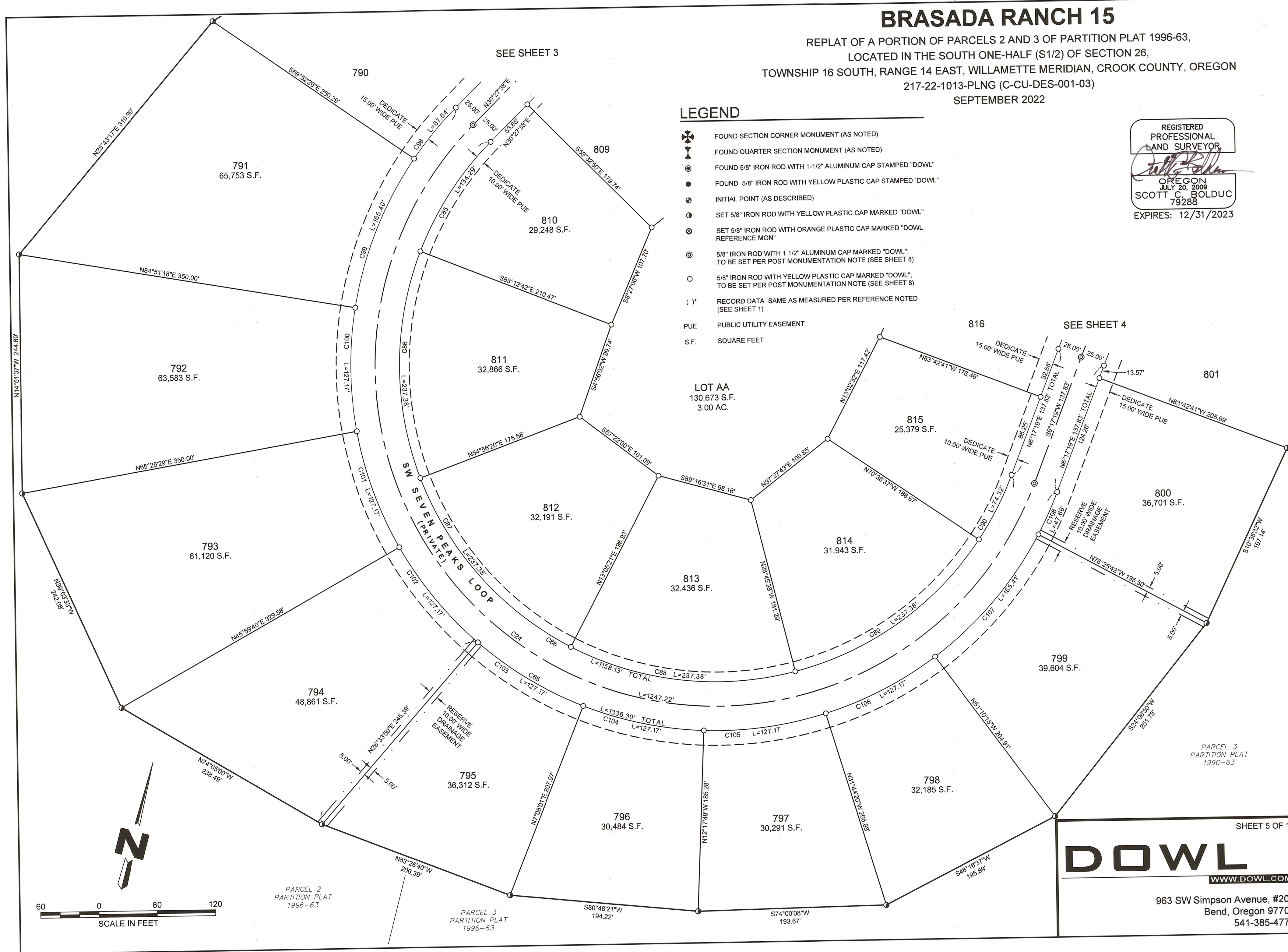
REPLAT OF A PORTION OF PARCELS 2 AND 3 OF PARTITION PLAT 1996-63,
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 217-22-1013-PLNG (C-CU-DES-001-03)
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 JULY 20, 2009
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 79288
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SHEET 5 OF 10

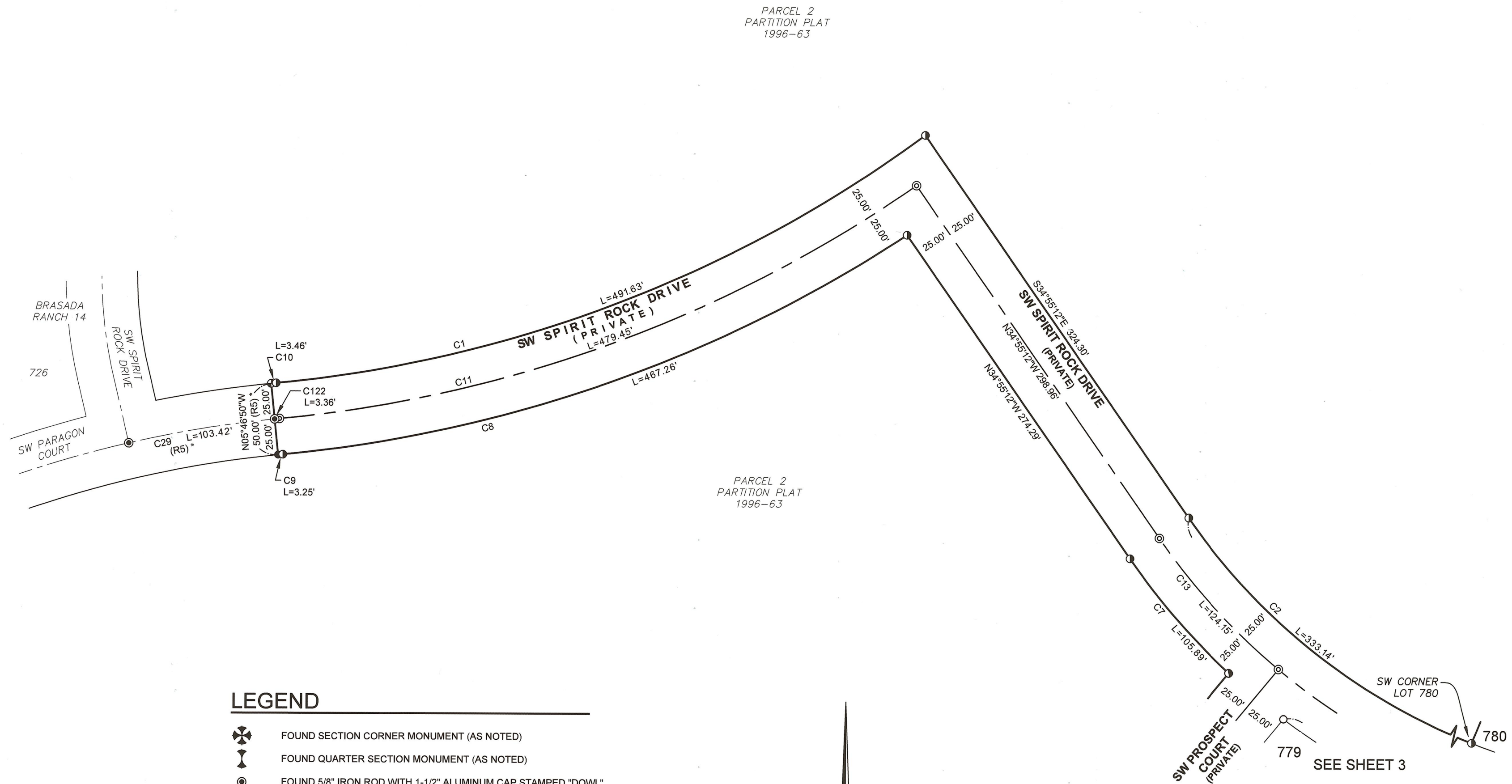
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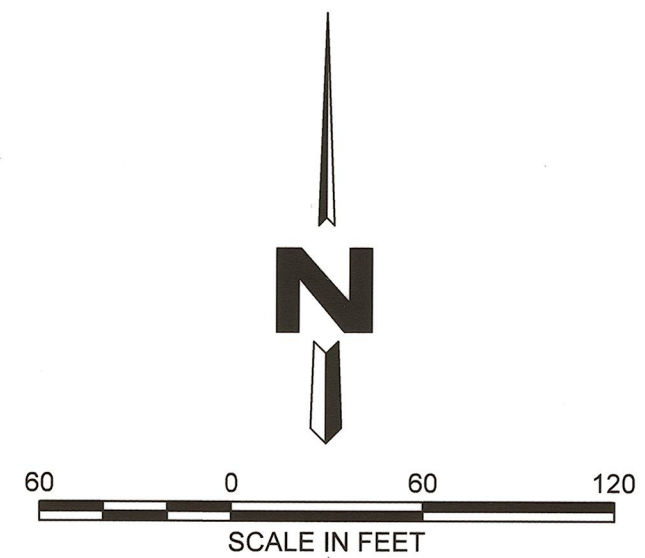
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REPLAT OF A PORTION OF PARCELS 2 AND 3 OF PARTITION PLAT 1996-63,
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217-22-1013-PLNG (C-CU-DES-001-03)
SEPTEMBER 2022



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SEE SHEET 2

SEE SHEET 3

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SHEET 6 OF 10

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217-22-1013-PLNG (C-CU-DES-001-03)
SEPTEMBER 2022

CURVE TABLE				
CURVE #	RADIUS	ARC LENGTH	CENTRAL ANGLE	CHORD
C1	910.00'	491.63'	30°57'15"	N68°58'58"E 485.67'
C2	435.00'	333.14'	43°52'46"	S56°51'35"E 325.06'
C3	485.00'	70.44'	8°19'19"	S87°35'57"E 70.38'
C4	725.00'	321.44'	25°24'10"	S56°08'08"W 318.81'
C5	485.00'	437.34'	51°39'56"	S69°16'01"W 422.67'
C6	435.00'	20.75'	2°43'57"	N40°58'57"E 20.74'
C7	485.00'	105.89'	12°30'33"	N41°10'29"W 105.68'
C8	960.00'	467.26'	27°53'16"	S70°30'58"W 462.67'
C9	775.00'	3.25'	0°14'26"	S84°20'23"W 3.25'
C10	825.00'	3.46'	0°14'26"	N84°20'23"E 3.46'
C11	935.00'	479.45'	29°22'48"	N69°46'12"E 474.21'
C12	460.00'	816.06'	101°38'45"	N85°44'35"W 713.18'
C13	460.00'	124.15'	15°27'50"	S42°39'07"E 123.77'
C14	460.00'	691.91'	86°10'55"	N86°31'30"E 628.51'
C15	750.00'	1027.98'	78°31'54"	S82°42'00"W 949.38'
C16	750.00'	618.93'	47°16'57"	S67°04'31"W 601.51'
C17	750.00'	409.05'	31°14'57"	N73°39'31"W 404.00'
C18	460.00'	301.89'	37°36'10"	N76°50'08"W 296.51'
C19	460.00'	204.38'	25°27'24"	S70°45'45"E 202.70'
C20	460.00'	97.52'	12°08'46"	S89°33'50"E 97.33'
C21	460.00'	97.94'	12°11'55"	N89°32'15"W 97.75'
C22	460.00'	133.21'	16°35'33"	N7°34'47"W 132.75'
C23	460.00'	238.80'	29°44'39"	N15°35'19"E 236.13'
C24	350.00'	1247.22'	204°10'19"	N71°37'31"W 684.48'
C25	460.00'	125.16'	15°35'23"	S14°05'01"W 124.78'
C26	460.00'	148.40'	18°29'04"	S12°38'10"W 147.76'
C27	460.00'	136.14'	16°57'27"	N48°05'41"E 135.65'
C28	460.00'	250.07'	31°08'52"	N40°59'59"E 247.00'
C29	800.00'	103.42'	7°24'25"	S80°30'57"W 103.35'
C30	435.00'	128.75'	16°57'27"	N48°05'41"E 128.28'
C31	485.00'	143.54'	16°57'27"	N48°05'41"E 143.02'
C32	460.00'	92.54'	11°31'37"	S50°48'37"W 92.39'
C33	460.00'	157.53'	19°37'15"	S35°14'11"W 156.76'
C34	50.00'	261.80'	300°00'00"	S64°34'27"E 50.00'
C35	50.00'	90.03'	103°10'00"	S45°02'48"W 78.35'
C36	435.00'	108.00'	14°13'30"	S49°27'40"W 107.72'
C37	485.00'	41.57'	4°54'38"	S54°07'06"W 41.55'
C38	485.00'	110.08'	13°00'16"	S31°55'41"W 109.84'
C39	50.00'	87.05'	99°45'00"	S35°33'03"W 76.46'
C40	50.00'	76.65'	87°50'23"	S58°14'38"E 69.37'

CURVE TABLE				
CURVE #	RADIUS	ARC LENGTH	CENTRAL ANGLE	CHORD
C41	50.00'	98.10'	112°24'37"	N21°37'52"E 83.10'
C42	435.00'	92.93'	12°14'26"	N31°32'46"E 92.75'
C43	435.00'	31.48'	4°08'47"	N54°30'01"E 31.47'
C44	485.00'	122.87'	14°30'56"	N49°18'57"E 122.54'
C45	485.00'	20.67'	2°26'31"	N40°50'14"E 20.67'
C46	435.00'	771.71'	101°38'45"	S85°44'35"E 674.42'
C47	775.00'	614.55'	45°26'01"	S66°09'04"W 598.58'
C48	435.00'	322.53'	42°28'57"	S79°57'33"W 315.20'
C49	435.00'	116.04'	15°17'02"	S51°04'34"W 115.69'
C50	775.00'	110.68'	8°10'58"	S47°31'32"W 110.59'
C51	775.00'	252.86'	18°41'38"	S60°57'50"W 251.74'
C52	775.00'	251.01'	18°33'25"	S79°35'22"W 249.91'
C53	435.00'	129.04'	16°59'49"	S7°46'55"E 128.57'
C54	485.00'	137.38'	16°13'47"	N7°23'54"W 136.92'
C55	485.00'	267.17'	31°33'42"	S69°07'10"E 263.80'
C56	775.00'	397.68'	29°24'03"	N72°44'04"W 393.33'
C57	435.00'	285.49'	37°36'10"	S76°50'08"E 280.39'
C58	485.00'	32.82'	3°52'37"	S86°18'06"W 32.81'
C59	775.00'	176.96'	13°04'58"	N80°53'36"W 176.58'
C60	775.00'	160.29'	11°51'00"	N68°25'37"W 160.00'
C61	775.00'	60.43'	4°28'05"	N60°16'05"W 60.42'
C62	435.00'	114.10'	15°01'44"	N65°32'55"W 113.78'
C63	435.00'	171.39'	22°34'26"	N84°21'00"W 170.28'
C64	435.00'	225.82'	29°44'39"	N15°35'19"E 223.30'
C65	375.00'	1336.30'	204°10'19"	S71°37'31"E 733.38'
C66	325.00'	1158.13'	204°10'19"	S71°37'34"E 635.59'
C67	485.00'	251.78'	29°44'39"	N15°35'19"E 248.96'
C68	485.00'	131.97'	15°35'23"	S14°05'01"W 131.56'
C69	435.00'	140.34'	18°29'04"	N12°38'10"E 139.73'
C70	485.00'	156.47'	18°29'04"	N12°38'10"E 155.79'
C71	725.00'	251.85'	19°54'13"	N78°47'19"E 250.59'
C72	725.00'	370.42'	29°16'23"	N72°40'14"W 366.40'
C73	485.00'	191.77'	22°39'17"	S69°21'41"E 190.52'
C74	485.00'	76.44'	9°01'51"	N88°52'43"E 76.36'
C75	435.00'	92.61'	12°11'55"	S89°32'15"E 92.44'
C76	725.00'	165.71'	13°05'44"	S80°45'34"E 165.35'
C77	725.00'	125.16'	9°53'27"	S69°15'58"E 125.00'
C78	725.00'	79.55'	6°17'12"	S61°10'39"E 79.51'
C79	485.00'	42.44'	5°00'50"	S60°32'28"E 42.43'
C80	485.00'	149.33'	17°38'27"	S71°52'06"E 148.74'

CURVE TABLE				
CURVE #	RADIUS	ARC LENGTH	CENTRAL ANGLE	CHORD
C81	485.00'	88.08'	10°24'22"	N5°55'10"E 87.96'
C82	485.00'	30.00'	3°32'41"	N12°53'41"E 30.00'
C83	485.00'	131.31'	15°30'44"	N22°25'22"E 130.90'
C84	485.00'	2.39'	0°16'56"	N30°19'11"E 2.39'
C85	325.00'	134.29'	23°40'19"	N18°37'28"E 133.32'
C86	325.00'	237.38'	41°50'59"	N14°08'11"W 232.14'
C87	325.00'	237.38'	41°50'59"	N55°59'10"W 232.14'
C88	325.00'	237.38'	41°50'59"	S82°09'51"W 232.14'
C89	325.00'	237.38'	41°50'59"	S40°18'53"W 232.14'
C90	325.00'	74.32'	13°06'04"	S12°50'21"W 74.15'
C91	485.00'	78.56'	9°16'51"	S10°55'45"W 78.48'
C92	485.00'	53.41'	6°18'32"	S18°43'27"W 53.38'
C93	435.00'	58.36'	7°41'12"	S18°02'07"W 58.31'
C94	435.00'	30.01'	3°57'08"	S12°12'56"W 30.00'
C95	435.00'	51.97'	6°50'44"	S6°49'00"W 51.94'
C96	435.00'	92.46'	12°10'41"	S6°48'20"W 92.28'
C97	435.00'	133.36'	17°33'58"	S21°40'40"W 132.84'
C98	375.00'	67.64'	10°20'04"	S25°17'36"W 67.55'
C99	375.00'	165.40'	25°16'17"	S7°29'26"W 164.06'
C100	375.00'	127.17'	19°25'49"	S14°51'37"E 126.56'
C101	375.00'	127.17'	19°25'49"	S34°17'26"E 126.56'
C102	375.00'	127.17'	19°25'49"	S53°43'15"E 126.56'
C103	375.00'	127.17'	19°25'49"	S73°09'04"E 126.56'
C104	375.00'	127.17'	19°25'49"	N87°25'07"E 126.56'
C105	375.00'	127.17'	19°25'46"	N67°59'19"E 126.56'
C106	375.00'	127.17'	19°25'46"	N48°33'32"E 126.56'
C107	375.00'	165.41'	25°16'20"	N26°12'27"E 164.07'
C108	375.00'	47.66'	7°16'58"	N9°55'48"E 47.63'
C109	435.00'	118.36'	15°35'23"	N14°05'01"E 118.00'
C110	485.00'	6.50'	0°46'05"	N21°29'40"E 6.50'
C111	485.00'	143.17'	16°54'47"	N12°39'14"E 142.65'
C112	485.00'	6.80'	0°48'12"	N3°47'44"E 6.80'
C113	25.00'	19.62'	44°58'00"	S74°08'48"W 19.12'
C114	50.00'	79.16'	90°42'26"	S51°16'35"W 71.15'
C115	50.00'	10.87'	12°27'34"	S0°18'25"E 10.85'
C116	25.00'	19.62'	44°58'00"	S15°56'49"W 19.12'
C117	25.00'	22.68'	51°59'10"	N63°39'34"E 21.91'
C118	50.00'	38.93'	44°36'20"	N67°20'58"E 37.95'
C119	50.00'	38.93'	44°36'20"	N22°44'38"E 37.95'
C120	25.00'	22.68'	51°59'10"	N26°26'03"E 21.91'

CURVE TABLE				
CURVE #	RADIUS	ARC LENGTH	CENTRAL ANGLE	CHORD
C121	50.00'	77.86'	89°12'40"	N45°02'48"E 70.22'
C122	800.00'	3.36'	0°14'26"	N84°20'23"E 3.36'
C123	485.00'	704.51'	83°13'38"	N85°02'52"E 644.18'
C124	485.00'	103.26'	12°11'55"	N89°32'15"W 103.06'
C125	725.00'	573.29'	45°18'23"	S66°05'14"W 558.47'

REGISTERED
PROFESSIONAL
LAND SURVEYOR
Scott C. Bolduc
OREGON
JULY 20, 2009
SCOTT C. BOLDUC
79288
EXPIRES: 12/31/2023

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963 SW Simpson Avenue, #200
Bend, Oregon 97702
541-385-4772

BRASADA RANCH 15

REPLAT OF A PORTION OF PARCELS 2 AND 3 OF PARTITION PLAT 1996-63,
LOCATED IN THE SOUTH ONE-HALF (S1/2) OF SECTION 26,
TOWNSHIP 16 SOUTH, RANGE 14 EAST,
WILLAMETTE MERIDIAN, CROOK COUNTY, OREGON
217-22-1013-PLNG (C-CU-DES-001-03)
SEPTEMBER 2022

NOTES

THIS PROPERTY IS SUBJECT TO THE FOLLOWING, AS DISCLOSED ON PUBLIC RECORD REPORT FOR NEW SUBDIVISION ORDER NO. WT0241719 BY WESTERN TITLE AND ESCROW, DATED JULY 21, 2022:

- PROPERTY TAXES IN AN UNDETERMINED AMOUNT, WHICH ARE A LIEN BUT NOT YET PAYABLE, INCLUDING ANY ASSESSMENTS COLLECTED WITH TAXES TO BE LEVIED FOR THE FISCAL YEAR 2022-2023.
- REGULATIONS, INCLUDING LEVIES, LIENS, ASSESSMENTS, WATER AND IRRIGATION RIGHTS AND EASEMENTS FOR DITCHES AND CANALS OF THE CENTRAL OREGON IRRIGATION DISTRICT.
- THE EXISTENCE OF ROADS, RAILROADS, IRRIGATION DITCHES AND CANALS, TELEPHONE, TELEGRAPH AND POWER TRANSMISSION FACILITIES.
- RESERVATIONS CONTAINED IN PATENTS FROM THE UNITED STATES OF AMERICA AND IN DEEDS FROM THE STATE OF OREGON.
- EASEMENTS, CONDITIONS, RESTRICTIONS AND NOTES AS DELINEATED OR AS OFFERED FOR DEDICATION ON THE RECORDED PLAT

PLAT: PARTITION PLAT 1996-63 RECORDING DATE: DECEMBER 31, 1996 RECORDING NO.: 131590
TERMINATION OF EASEMENT RECORDING DATE: MARCH 27, 2017 RECORDING NO.: 279428
- IMPROVEMENT AGREEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF, RECORDING DATE: APRIL 22, 2005 RECORDING NO.: 199244
- A FIRST LIEN DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING TO SECURE AN INDEBTEDNESS IN THE AMOUNT SHOWN BELOW,

AMOUNT: NOT STATED
DATED: JANUARY 29, 2016
TRUSTOR/GRANTOR: FNF NV BRASADA, LLC, AN OREGON LIMITED LIABILITY COMPANY
TRUSTEE: AMERITITLE INC., A DELAWARE CORPORATION
BENEFICIARY: BANK OF THE CASCADES, AN OREGON STATE-CHARTERED COMMERCIAL BANK
LOAN NO.: NOT STATED
RECORDING DATE: FEBRUARY 1, 2016
RECORDING NO.: 272407 (INCLUDES ADDITIONAL PROPERTY)

AN AGREEMENT RECORDED JUNE 23, 2016 AS RECORDING NO. 274670, AND RECORDED AUGUST 20, 2018 AS RECORDING NO. 2018-288821 WHICH STATES THAT THIS INSTRUMENT WAS SUBORDINATED TO THE DOCUMENT OR INTEREST DESCRIBED IN THE INSTRUMENT:

RECORDING DATE: FEBRUARY 1, 2016
RECORDING NO.: 272409

A SUBSTITUTION OF TRUSTEE UNDER SAID DEED OF TRUST WHICH NAMES, AS THE SUBSTITUTED TRUSTEE, THE FOLLOWING

TRUSTEE: FIRST AMERICAN TITLE COMPANY OF OREGON RECORDING DATE: AUGUST 25, 2016
RECORDING NO: 275816

AN AGREEMENT TO MODIFY THE TERMS AND PROVISIONS OF SAID DEED OF TRUST AS THEREIN PROVIDED

EXECUTED BY: FNF NV BRASADA, LLC, AN OREGON LIMITED LIABILITY COMPANY
RECORDING DATE: SEPTEMBER 22, 2016
RECORDING NO: 276287

AN AGREEMENT TO MODIFY THE TERMS AND PROVISIONS OF SAID DEED OF TRUST AS THEREIN PROVIDED, EXECUTED BY: FNF NV BRASADA, LLC AN OREGON LIMITED LIABILITY COMPANY
RECORDING DATE: AUGUST 20, 2018
RECORDING NO: 288820

AN ASSIGNMENT OF ALL MONEYS DUE, OR TO BECOME DUE AS RENTAL OR OTHERWISE FROM SAID LAND, TO SECURE PAYMENT OF AN INDEBTEDNESS, SHOWN BELOW AND UPON THE TERMS AND CONDITIONS THEREIN

AMOUNT: \$3,597,000.00 ASSIGNED TO: FIRST INTERSTATE BANK
ASSIGNED BY: FNF NV BRASADA, LLC, AN OREGON LIMITED LIABILITY COMPANY
RECORDING DATE: AUGUST 20, 2018
RECORDING NO: 288823
- DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING TO SECURE AN INDEBTEDNESS IN THE AMOUNT SHOWN BELOW,

AMOUNT: NOT STATED
DATED: JANUARY 29, 2016
TRUSTOR/GRANTOR: FNF NV BRASADA, LLC, AN OREGON LIMITED LIABILITY COMPANY
TRUSTEE: AMERITITLE INC., A DELAWARE CORPORATION
BENEFICIARY: BANK OF THE CASCADES, AN OREGON STATE-CHARTERED COMMERCIAL BANK
LOAN NO.: NOT STATED
RECORDING DATE: FEBRUARY 1, 2016
RECORDING NO.: 272408 (INCLUDES ADDITIONAL PROPERTY)

NOTES (CONTINUED)

- AN AGREEMENT RECORDED JUNE 23, 2016 AS RECORDING NO. 274670, AND RECORDED AUGUST 20, 2018 AS RECORDING NO. 2018-288821 WHICH STATES THAT THIS INSTRUMENT WAS SUBORDINATED TO THE DOCUMENT OR INTEREST DESCRIBED IN THE INSTRUMENT:

RECORDING DATE: FEBRUARY 1, 2016
RECORDING NO.: 272409
- A SUBSTITUTION OF TRUSTEE UNDER SAID DEED OF TRUST WHICH NAMES, AS THE SUBSTITUTED TRUSTEE, THE FOLLOWING

TRUSTEE: FIRST AMERICAN TITLE COMPANY OF OREGON RECORDING DATE: AUGUST 25, 2016
RECORDING NO: 275818

AN AGREEMENT TO MODIFY THE TERMS AND PROVISIONS OF SAID DEED OF TRUST AS THEREIN PROVIDED

EXECUTED BY: FNF NV BRASADA, LLC, AN OREGON LIMITED LIABILITY COMPANY
RECORDING DATE: SEPTEMBER 22, 2016
RECORDING NO: 276287
9. FIRST LIEN DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING TO SECURE AN INDEBTEDNESS IN THE AMOUNT SHOWN BELOW,

AMOUNT: NOT STATED
DATED: JANUARY 29, 2016
TRUSTOR/GRANTOR: FNF NV BRASADA, LLC, AN OREGON LIMITED LIABILITY COMPANY
TRUSTEE: AMERITITLE INC., A DELAWARE CORPORATION
BENEFICIARY: BANK OF THE CASCADES, AN OREGON STATE-CHARTERED COMMERCIAL BANK
LOAN NO.: NOT STATED
RECORDING DATE: FEBRUARY 1, 2016
RECORDING NO.: 272409 (INCLUDES ADDITIONAL PROPERTY)

A SUBSTITUTION OF TRUSTEE UNDER SAID DEED OF TRUST WHICH NAMES, AS THE SUBSTITUTED TRUSTEE, THE FOLLOWING TRUSTEE: FIRST AMERICAN TITLE COMPANY OF OREGON
RECORDING DATE: AUGUST 25, 2016
RECORDING NO: 275820

AN AGREEMENT TO MODIFY THE TERMS AND PROVISIONS OF SAID DEED OF TRUST AS THEREIN PROVIDED

EXECUTED BY: FNF NV BRASADA, LLC, AN OREGON LIMITED LIABILITY COMPANY
RECORDING DATE: SEPTEMBER 22, 2016
RECORDING NO: 276287
10. DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING TO SECURE AN INDEBTEDNESS IN THE AMOUNT SHOWN BELOW,

AMOUNT: NOT STATED
DATED: JANUARY 29, 2016
TRUSTOR/GRANTOR: FNF NV BRASADA, LLC, AN OREGON LIMITED LIABILITY COMPANY
TRUSTEE: AMERITITLE INC., A DELAWARE CORPORATION
BENEFICIARY: BANK OF THE CASCADES, AN OREGON STATE-CHARTERED COMMERCIAL BANK
LOAN NO.: NOT STATED
RECORDING DATE: FEBRUARY 1, 2016
RECORDING NO.: 272410 (INCLUDES ADDITIONAL PROPERTY)

A SUBSTITUTION OF TRUSTEE UNDER SAID DEED OF TRUST WHICH NAMES, AS THE SUBSTITUTED TRUSTEE, THE FOLLOWING TRUSTEE: FIRST AMERICAN TITLE COMPANY OF OREGON
RECORDING DATE: AUGUST 25, 2016
RECORDING NO: 275822

AN AGREEMENT TO MODIFY THE TERMS AND PROVISIONS OF SAID DEED OF TRUST AS THEREIN PROVIDED

EXECUTED BY: FNF NV BRASADA, LLC, AN OREGON LIMITED LIABILITY COMPANY
RECORDING DATE: SEPTEMBER 22, 2016
RECORDING NO: 276287
11. LINE OF CREDIT TRUST DEED, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING TO SECURE AN INDEBTEDNESS IN THE AMOUNT SHOWN BELOW,

AMOUNT: \$1,500,000.00
DATED: JANUARY 29, 2016
TRUSTOR/GRANTOR: FNF NV BRASADA, LLC, AN OREGON LIMITED LIABILITY COMPANY
TRUSTEE: AMERITITLE INC., A DELAWARE CORPORATION
BENEFICIARY: BANK OF THE CASCADES, AN OREGON STATE-CHARTERED COMMERCIAL BANK
LOAN NO.: NOT STATED
RECORDING DATE: FEBRUARY 1, 2016
RECORDING NO.: 272411 (INCLUDES ADDITIONAL PROPERTY)

A SUBSTITUTION OF TRUSTEE UNDER SAID DEED OF TRUST WHICH NAMES, AS THE SUBSTITUTED TRUSTEE, THE FOLLOWING TRUSTEE: FIRST AMERICAN TITLE COMPANY OF OREGON
RECORDING DATE: AUGUST 25, 2016
RECORDING NO: 275824

AN AGREEMENT TO MODIFY THE TERMS AND PROVISIONS OF SAID DEED OF TRUST AS THEREIN PROVIDED

NOTES (CONTINUED)

- AN AGREEMENT TO MODIFY THE TERMS AND PROVISIONS OF SAID DEED OF TRUST AS THEREIN PROVIDED

EXECUTED BY: FNF NV BRASADA, LLC, AN OREGON LIMITED LIABILITY COMPANY
RECORDING DATE: SEPTEMBER 22, 2016
RECORDING NO: 276287

AN AGREEMENT TO MODIFY THE TERMS AND PROVISIONS OF SAID DEED OF TRUST AS THEREIN PROVIDED

EXECUTED BY: FNF NV BRASADA, LLC, AN OREGON LIMITED LIABILITY COMPANY
RECORDING DATE: FEBRUARY 23, 2018
RECORDING NO: 285532

AN AGREEMENT TO MODIFY THE TERMS AND PROVISIONS OF SAID DEED OF TRUST AS THEREIN PROVIDED

EXECUTED BY: FNF NV BRASADA, LLC, AN OREGON LIMITED LIABILITY COMPANY
RECORDING DATE: MAY 31, 2018
RECORDING NO: 287365

AN AGREEMENT TO MODIFY THE TERMS AND PROVISIONS OF SAID DEED OF TRUST AS THEREIN PROVIDED

EXECUTED BY: FNF NV BRASADA, LLC, AN OREGON LIMITED LIABILITY COMPANY
RECORDING DATE: SEPTEMBER 11, 2020
RECORDING NO: 302793

AN AGREEMENT TO MODIFY THE TERMS AND PROVISIONS OF SAID DEED OF TRUST AS THEREIN PROVIDED

EXECUTED BY: FNF NV BRASADA, LLC, AN OREGON LIMITED LIABILITY COMPANY
RECORDING DATE: MARCH 23, 2022
RECORDING NO: 315803

NARRATIVE

THE PURPOSE OF THIS SURVEY WAS TO SUBDIVIDE A PORTION OF THE LANDS OWNED BY FNF NV BRASADA, LLC, IN ACCORDANCE WITH THE OREGON REVISED STATUTES (O.R.S. CHAPTER 92), AND WITH THE APPROVAL AS GRANTED PER CROOK COUNTY PER APPLICATION C-CU-DES-001-03.

THE BASIS OF BEARINGS IS NORTH 00°08'08" EAST BETWEEN THE SOUTHWEST CORNER OF SECTION 26 AND THE WEST ONE-QUARTER CORNER OF SECTION 26, TOWNSHIP 16 SOUTH, RANGE 14 EAST, WILLAMETTE MERIDIAN; AS SHOWN ON THE PLAT "BRASADA RANCH 14" BRASADA RANCH 14, BY BRIAN C. COURSEN, LS 86998, RECORDED JULY 19, 2021 AS INSTRUMENT NO. MF 2021-310593, OFFICIAL RECORDS OF CROOK COUNTY, OREGON.

THE COMMON LINE WITH THE BOUNDARY OF BRASADA RANCH 14 WAS ESTABLISHED BY HOLDING RECOVERED MONUMENTS FROM SAID PLAT.

THE REMAINING BOUNDARY LINES WERE PLACED AT THE DIRECTION OF THE OWNER AND WITHIN THE FNF NV BRASADA, LLC PROPERTY.



SHEET 8 OF 10

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BRASADA RANCH 15

REPLAT OF A PORTION OF PARCELS 2 AND 3 OF PARTITION PLAT 1996-63,
LOCATED IN THE SOUTH ONE-HALF (S1/2) OF SECTION 26,
TOWNSHIP 16 SOUTH, RANGE 14 EAST,
WILLAMETTE MERIDIAN, CROOK COUNTY, OREGON
217-22-1013-PLNG (C-CU-DES-001-03)
SEPTEMBER 2022

SURVEYORS CERTIFICATE

I, SCOTT C. BOLDOC, PLS NO. 79288, DO HEREBY CERTIFY THAT I HAVE CORRECTLY SURVEYED AND MARKED WITH PROPER MONUMENTS IN ACCORDANCE WITH OREGON REVISED STATUTES, CHAPTER 92, THE LANDS SHOWN ON THIS PLAT OF "BRASADA RANCH 15", 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°18'37" 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;

SURVEYORS CERTIFICATE (CONT.)

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

REGISTERED
PROFESSIONAL
LAND SURVEYOR
Scott C. Bolduc
OREGON
JULY 20, 2009
SCOTT C. BOLDOC
79288
EXPIRES: 12/31/2023

SHEET 9 OF 10

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Issue Summary

Meeting date: October 5, 2022
 Prepared by: Seth Crawford, County Judge
 Department: County Court/Administration
 County goal:
 Subject: Professional services agreement

Reason for consideration:

The County has several key issues included in the FY 2023 budget that require professional assistance to address:

- Mentoring of staff and oversight of the finance department.
- IT Strategic Plan development
- Oversight of transition of airport reporting and business plan development
- Research and creation of a road district to secure additional funding
- Coordination and collaboration of internal efficiency and effectiveness efforts

The above services will help ensure the County continues to move forward with building a solid foundation to deliver services to County residents and visitors.

Background:

The FY 2023 budget includes several initiatives in the finance department. With the resignation of the finance director and promotion of Christina Haron to Assistant Finance Director, additional support is needed to ensure success. The FY 2023 budget also includes \$150,000 for human resource software and a carryforward of \$1.35 million for technology investment, including software replacement for financial systems. Prior to making that investment a strategic plan is desired. The FY 2023 budget includes a land purchase by the County of surplus airport land. With this investment the County and City are committed to eliminating general fund contributions to the airport. A business plan will set forth how to achieve this objective. Preliminary research suggests the County can create a road district and net additional allocations of federal funding. Completing this project will provide us certainty associated with future funding. Additional services are detailed in the scope to assist the County with improving its internal communications to increase its efficiency and effectiveness.

Fiscal Impact:

The total contract is \$175,500. The administration budget includes \$45,000. Budget adjustments are anticipated as follows:

- Airport fund – \$18,000 from contingency
- General fund - \$112,500 from contingency – a portion of this amount may be transferred from finance

Recommendation:

I recommend the Court approve the attached personal services agreement and authorize the County Judge to execute the contract on behalf of the County Court.

Presentation of Qualifications

Andy Parks

Summary of Qualifications

Andy Parks is a proven executive, consultant and chief financial officer, with thirty years of service in local government and the private sector. Mr. Parks public sector experience includes service as a chief financial officer, assistant city manager, city manager, and finance director. In the private sector he founded CiviData, LLC, a web based big data company, and co-founded GEL Oregon, Inc., a consulting firm; and he served as VP of Sales and Marketing for Avenir Systems, a software and technology services firm. Mr. Parks retains his certified public accountant (CPA) license.

Professional Experience

President

6/2002 – present

GEL Oregon, Inc.

GEL is a professional services firm that provides financial and management consulting services to local governments.

- Finance Advisor
- Policy review and implementation
- Urban renewal finance
- Business plans
- Best practices
- Strategy development and implementation
- Long-range financial planning
- Interim executive level assignments
- Rate and compensation studies

Founder/CEO

8/2010 – present

CiviData, LLC.

CiviData is a web-based big data company that aggregates information for local governments and public utilities, significantly reducing costs to inform decision makers on rates, key performance metrics, and compensation.

Director of Financial Services

2/2009 – 1/2010

City of Bremerton, Washington

Bremerton is a full service municipality with a 2010 budget of \$145 million (\$39 million in capital improvements) and 356 employees. I accepted the Mayor's appointment (mayor/council government) to assist the City with its redevelopment and economic development efforts, oversee finance, human resources, city clerk, public television and conference center functions, and lead the development of a strategy to address a significant revenue shortfall for 2009. The Mayor that recruited me resigned shortly thereafter. I remained committed to the organization through adoption of the 2010 budget and election and transition of new Mayor.

- In first thirty days identified \$4 million general fund budget gap, structured and implemented Mayor's plan to address
- Negotiated labor concessions with three of four bargaining units and management/non-represented staff
- Performed department assessment, initiated department reorganization and established work plan for various functions of department
- Restructured debt, improving annual cash flow by more than \$300,000
- Completed parking study
- Closed \$4 million 2010 general fund budget shortfall without layoffs or new taxes

- Gained support for an organizational effectiveness and efficiency study
- Rewrote budget document to improve its use as a communications tool
- Scoped City's Revitalization Financing to respond to opportunity provided by State legislature

Vice President, Sales and Marketing

8/2001 – 6/2002

Avenir Systems, LLC

I acquired a minority ownership interest and had company-wide responsibility for software and hardware sales and marketing. I sold my interest to an investor I recruited.

- Set up sales and marketing division
- Established client communications
- Performed needs assessments
- Prepared, executed business plan
- Prepared sales proposals
- Customer advocate

Interim City Manager

1/2001 - 7/2001

City of Madras, Oregon

Provided executive leadership and services to this rural city of 5,230 residents. The City experienced turnover in six of seven elected positions in November 2000 and terminated the services of the previous manager in January 2001. My key responsibility and accomplishment was restoring the community's confidence in the City.

- Established confidence of Council and community in staff and vice versa
- Implemented best practices budget
- Updated transportation system plan
- Secured local resident support for J Street modernization project
- Transient room tax increase
- Developed annexation strategy
- Negotiated agreement with State Prisons for connection to City sewer
- Completed wastewater treatment plant
- Updated lease and development requirements for airport
- Established strategy for City to become sole owner of airport

Assistant City Manager/Chief Financial Officer

10/1998 – 6/2001

Finance Director

7/1993 – 10/1998

Assistant Finance Director

8/1988 – 6/1993

City of Bend, Oregon

Bend is a full service municipality with a fiscal year 2001 budget of \$107 million (\$35 million in capital improvements) and 354 FTE's. The city grew from 18,000 to 53,000 residents during the 1990's. Areas of responsibility; budget, accounting, investment and cash management, risk management, information technology, payroll, purchasing, utility and accounts receivable, accounts payable, airport, municipal court, and downtown parking.

- Implemented financial policies and accounting systems
- Initiated selection and implementation of an enterprise wide software solution
- Implemented performance measures
- Led effort to form downtown redevelopment strategy
- Key team member that secured annexation of urban growth boundary

- Developed financing plans for police and fire stations without new taxes
- Manager Bend Airport July 1996
 - Actively recruited businesses, doubling businesses and hangars
 - Secured \$908k in grants to fund infrastructure improvements, negotiated lease for \$5.5 million facility, secured complex land use approvals
 - With airport advisory committee updated development and operating standards and leases
 - Updated airport layout-plan and long-range financial forecasts
- Earned Government Finance Officers Association Certificate of Excellence in Financial Reporting for each report beginning in 1993
- Earned GFOA Distinguished Budget Presentation Award for each budget beginning in 1999
- Issued over \$40 million in bonds
- Secured bond rating upgrade
- Created financial framework for \$20 million public/private infrastructure funding partnership
- Increased interest earnings by writing investment policy and actively managing investments
- Testified to State Senate Judiciary Committee securing legislation to allow municipal courts to contract with District Court for court services
- Key member of labor negotiation and arbitration team

Staff Accountant, Nelson, Trimble & Co., CPA's, Bend, Oregon 1985 – 1988

Education

Bachelor of Science, Business Administration, University of Oregon, 1984

Leadership Bend, Bend Chamber of Commerce, 1993

Founders Pad, Business Accelerator, Bend, Oregon 2012

Professional education – minimum of eighty hours each two years since 1986

Professional and Volunteer Activities

Board member – Clackamas County Tourism Commission – 2014 - 2015

Board member - Economic Development for Central Oregon – 1996 – 2004

Audit committee 2004, Treasurer 1998, Vice – President 1997

Board member - Western Region HTE Software Users Group – 1996 – 2000

Executive Director 1997 and 1999

Board member - High Desert Chapter of the American Red Cross – 1993 – 1999

Board Chair 1998-1999

Published article in January 2009 Local Focus (LOC monthly publication)

Speaker on Long-range Financial Planning at 2012 OMFOA conference

Speaker on Credibility at 2008 Oregon Municipal Finance Officers Association conference

Speaker on Succession Planning at 2008 OMFOA conference

Speaker on Embezzlement at 2006 OMFOA and PRIMA 2007 conferences

Speaker on Sustainability at 2003 conferences for LOC and OMFOA

Speaker on Long-range Financial Planning at 1997 GFOA National Conference

Speaker on GASB Statement #34 at 1999 OMFOA Northwest Finance Institute

Board member – Accounting Standards Committee – OMFOA – 1990 - 1993

PROFESSIONAL SERVICES CONTRACT

CONTRACTOR: A. Andrew Parks, CPA & GEL Oregon, Inc. DATE: _____, 2022

ADDRESS: 27411 SW Campbell Lane West Linn OR 97068
Street Address City State Zip

PHONE NUMBER: 541-913-9779 EMAIL: aparks@geloregon.com

The signing of this Contract (Agreement) by CONTRACTOR and CROOK COUNTY, a political subdivision of the State of Oregon, authorizes CONTRACTOR to carry out and complete the services as described below in consideration of the mutual covenants set forth herein.

- 1) **PROJECT:** The services to be provided by Contractor are as follows: Provision of operational assistance services for the County Administration, Airport, Finance, Human Resources, Information Technology, Legal/County Counsel, and Road departments, as described on the attached Exhibit A "Scope of Services."
- 2) **DURATION:** This Agreement shall run from October 6, 2022 through June 30, 2023, unless terminated sooner according to the provisions of this Agreement.
- 3) **FEE FOR SERVICES:** Contractor's fee for services shall be as follows:

Seventeen Thousand Five Hundred and 00/100 Dollars (\$17,500.00) per month, plus an expense allowance of \$2,220 per month for mileage, housing, and meals. A total of \$19,700 per month.
- 4) **EXTRA SERVICES:** CONTRACTOR may also perform Extra Services (services not specified under Scope of Services), provided Contractor and Crook County have agreed in writing to the Scope and fees for such Extra Services.
- 5) **SCOPE OF WORK:** Contractor shall perform the following work: The services described on the attached Exhibit A.
- 6) **PAYMENT:** Contractor must provide Crook County with a fully completed W-9 form upon execution of the Agreement and prior to beginning services. Contractor will not be paid until a fully completed W-9 form is submitted.
- 7) **INDEPENDENT CONTRACTOR:** It is understood and agreed that Contractor, while performing services pursuant to this Agreement, is at all times acting and performing as an independent contractor.
- 8) **TAX DUTIES AND LIABILITIES:** Neither federal, nor state, nor local income tax or payroll tax of any kind will be withheld or paid by Crook County. Contractor is responsible to pay, according to law, Contractor's income tax and self-employment tax, if applicable.
- 9) **CONFIDENTIALITY:** During the course of performance of work under this Agreement, Contractor may receive information regarding organizations and the County's business practices, employees, clients, etc. Contractor agrees to maintain the confidentiality of such information and to safeguard such information against loss, theft or other inadvertent disclosure.

- 10) **AUTHORIZED SIGNATURES REQUIRED:** Only those persons authorized by the Crook County Purchasing Rules and Procedures may enter into a binding agreement or contract, including a purchase order, for the purchase or sale of goods or services on the part of the county. All persons doing business with the County shall be responsible for being familiar with the Crook County Purchasing Rules and Procedures and for ensuring that the person purporting to act for the County has been duly authorized.
- 11) **PAYMENT BY COUNTY:** County will pay CONTRACTOR \$19,700 on the 25th day of each month beginning October 25, 2022 (October to be prorated in the amount of \$16,886, \$15,000 services and \$1,886 expenses).
- 12) **INDEMNIFICATION:** Contractor shall defend, indemnify and hold harmless Crook County, its agents, servants and employees, respectively, against all claims, demands and judgments (including attorney fees) made or recovered against them for damages to real or personal property or for bodily injury or death to any person, arising out of, or in connection with this Agreement, to the extent such damage, injury or death, is caused by the negligence or intentional wrongful act of Contractor, for its employees, servants or agents.
- 13) **COMPLIANCE WITH THE LAWS:** Contractor agrees to comply with the provisions of this Agreement, Title VI of the Civil Rights Act of 1964, and with all applicable federal, state, county and local statutes and rules.
- 14) **PROTECTION OF PERSONAL INFORMATION:** If Contractor obtains any personal information as defined in ORS § 646A.602(11) related to this Agreement or concerning any County employee, Contractor agrees to provide appropriate safeguards to protect the security of this information. Contractor shall have provided appropriate safeguards by meeting or exceeding the requirements stated in ORS §646A.622.
- 15) **CONDITIONS CONCERNING PAYMENT, CONTRIBUTIONS, LIENS, WITHHOLDING:** Pursuant to ORS 279B.220, Contractor shall: (a) Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the Agreement; (b) Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the Agreement; (c) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation, or subdivision thereof, on account of any labor or material furnished; and (d) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.
- 16) **CONDITIONS CONCERNING PAYMENT FOR MEDICAL CARE AND PROVIDING WORKERS' COMPENSATION:** Pursuant to ORS 279B.230, Contractor shall: (a) Promptly, as due, make payment to any person, copartnership, association, or corporation furnishing medical, surgical, and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums that Contractor agrees to pay for the services and all monies and sums that Contractor collected or deducted from the wages of employees under any law, contract, or agreement for the purpose of providing or paying for the services; and (b) Comply with ORS 656.017 or if not exempt under ORS 656.126.

- 17) ENTIRE AGREEMENT: This Agreement signed by both parties is the final and entire agreement and supersedes all prior and contemporaneous oral or written communications between the parties, their agents and representatives.
- 18) AMENDMENTS: This Agreement may be supplemented, amended or revised only in writing signed by both parties.
- 19) ASSIGNMENT: Contractor may not assign this Agreement, in whole or in part, without the prior written consent of County.
- 20) EQUIPMENT, TOOLS, MATERIALS, AND/OR SUPPLIES: Contractor will provide all equipment, tools, materials or supplies necessary to fulfill Contractor's obligations under the terms of this agreement
- 21) TERMINATION: (a) Either party may terminate this Agreement after giving seven (7) days prior written notice to the other of intent to terminate without cause. The parties shall deal with each other in good faith during the seven (7) day period after notice of intent to terminate without cause has been given; (b) With reasonable cause, either party may terminate this Agreement effective immediately after giving written notice of termination for cause. Reasonable cause shall include material violation of this Agreement or any act exposing the other party to liability to others for personal injury or property damage; (c) Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the Crook County Court appropriates funds for this Agreement in the County's budget for such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated.
- 22) NO AUTHORITY TO BIND CROOK COUNTY: Contractor has no authority to enter into contracts on behalf of Crook County. This Agreement does not create a partnership between the parties.
- 23) HOW NOTICES SHALL BE GIVEN: 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 above, or to Crook County at 300 N.E. 3rd Street, Room 10, Prineville, OR 97754.
- 24) GOVERNING LAW AND VENUE: Any dispute under this Agreement shall be governed by Oregon law with venue being located in Crook County, Oregon.
- 25) SEVERABILITY: If any part of this Agreement shall be held unenforceable, the rest of this Agreement will remain in full force and effect.
- 26) INSURANCE AND LICENSE: At all times work is performed under this agreement, Contractor must be licensed and must maintain Commercial General Liability insurance with minimum limits equal to the liability limits as set by the Oregon Revised Statutes for a public entity (ORS 30.260 et seq.) aggregate. Upon request, Contractor must provide County with evidence of insurance.
- 27) ATTORNEY FEES: In the event an action, lawsuit, or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall bear its

own attorney fees, expenses, costs, and disbursements for said action, lawsuit, proceeding, or appeal.

- 28) WAIVER: The failure of either party at any time or from time to time to enforce any of the terms of this Agreement 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 Agreement.
- 29) HOURS: Pursuant to ORS 279B.235, with certain exceptions listed below, Contractor shall not require or permit any person to work more than 10 hours in any one day, or 40 hours in any one week except in case of necessity, emergency, or where public policy absolutely requires it, and in such cases person shall be paid at least time and a half for: (a) All overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday, or (2) All overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday, and (3) All work performed on the day specified in ORS 279B.020(1). (4) Contractor shall follow all other exceptions, pursuant to ORS 279B.235 (for non-public improvement contracts), including contracts involving collective bargaining agreements and contracts for services; (5) 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.
- 30) COUNTERPARTS: This Agreement may be executed in one or more counterparts, including electronically transmitted counterparts, which when taken together shall constitute one in the same instrument. Facsimiles and electronic transmittals of the signed document shall be binding as though they were an original of such signed document.

CONTRACTOR and CROOK COUNTY acknowledge that they are in agreement with the terms and conditions set forth in this Professional Services Contract.

ACCEPTED FOR CONTRACTOR:

BY: _____

A. Andrew Parks

Print Name

TITLE: _____

CPA

DATE: _____

ACCEPTED FOR CROOK COUNTY:

CROOK COUNTY COURT

Seth Crawford, County Judge

Date: _____

Jerry Brummer, County Commissioner

Date: _____

Brian Barney, County Commissioner

Date: _____

EXHIBIT A
Scope of Services

Finance:

Provide executive-level Chief Financial Officer services including but not limited to the following:

- Support and mentor Christina Haron, CPA in her efforts to oversee the day-to-day operations of the Finance department.
- Collaborate with Christina to create plan for skills and knowledge development to advance to finance director role.
- Review monthly financial budget – actual reports, provide timely comments and suggestions to Christina.
- Review and approve quarterly financial reports.
- Fill Budget Officer role.
 - Oversee preparation of County-wide budget.
 - Coordinate with Christina for Finance department assistance and skill and knowledge development of Finance staff.
- Coordinate and or perform financial analysis to ascertain organization capacity to hire additional employees in FY 2024 and beyond.
- Provide financial advice/counsel to Court members and department heads.
- Assist Christina with review and update of fiscal policies.
- Review all agreements involving the transfer of financial resources to or from the County.
 - Discuss with Christina and others as needed.
- Review recent effort related to insurance agent of record selection and insurance coverage selected.
 - Based on results, coordinate an organization-wide review of insurance requirements and alternatives.
 - Use management team to review and discuss requirements and alternatives.
 - Provide brief report of findings and recommendation to Court.
 - Execute decision of Court.
- Other tasks as requested by the County Court.

Human Resources:

- Assist Human Resource Director with coordination and selection of senior management team-building and training program consistent with adopted budget resources.
- Assist Human Resource Director with policy and procedure review, including but not limited to the roles and responsibilities of the Human Resources Director, department heads, elected officials serving in department head roles, and County Court members in all aspects of human resource management, such as hiring, firing, promotions, reviews, salary administration, etc.

Information Technology:

- Complete an IT Strategic Plan utilizing County IT resources to:

- Document existing conditions, including but not limited to current infrastructure, hardware and software, staffing, staffing skills, maintenance agreements, etc.
- Leverage organization-wide staff resources to document existing departmental software, issues, concerns, opportunities, desired and or planned software and other innovation needs/plans.
- Based on current infrastructure and desired state, utilize internal IT resources, supported by external expertise, to document desired state.
- Utilize an IT technical committee and external IT experts to advise and review strategy.
- Secure adoption of strategy.
- Implement strategy.

Airport

- Implement work plan included in budget.
- Coordinate preparation of IGA to transfer management authority from the City of Prineville to Crook County.
- Draft business plan.
- Coordinate efforts between City and County to move financial/accounting activity as needed.

Road Funding, i.e., Special District

- Coordinate County's research efforts to confirm federal timber funds directed to a special district will lead to additional total resources to the County.
- Pending positive research findings, coordinate staff efforts to create a special district to receive federal timber revenue.

Administration / Governance

- Coordinate regular department head meetings (bi-monthly).
 - Collaborate with departments to determine required vs discretionary attendance.
 - Schedule meetings to be no less than one week before regular Court meetings.
 - Coordinate between departments and Court members to enhance planning of agenda items for regular meetings and work sessions.
 - Review agenda materials before posting/distributing.
 - Incorporate management training/team building into meetings.
 - Incorporate an "innovation" segment into meetings.
- Review and update management/use of Court meeting calendar.
- Review existing communications channels, reports, etc., and suggest revisions to ensure all Court members are receiving the same information used for decisions in a timely and consistent manner.
- Other as requested by the County Court.

Legal:

- Collaborate with legal staff to document the scope of work effort/responsibilities of the legal department and identify opportunities for workload reallocation to other departments.

Term:

October 6, 2022 – June 30, 2023.

Time commitment:

90% of full-time equivalent.

Location:

Initially, an average of 2-3 days/week on-site. Based upon activity this may evolve to additional days on-site.

Note:

The total billing for my time is capped at \$17,500/month plus expense allowance.



Request to place business before the Crook County Court

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

Deadlines: To appear at a Work Session your request and all documentation must be submitted the Thursday before at 5:00 pm. To appear at a Regular County Court Meeting your request and all documentation must be submitted the Wednesday before at 12:00 pm.

Please return this form to Crook County Administration Office via Email: amy.albert@co.crook.or.us; or Mail: 300 NE 3rd St., Prineville OR 97754

Your name: Kasey Every Date of Request: September 20, 2022
Email: kaseyevery@gmail.com Phone: 208-250-7540
Address (optional): _____

1. What is the date of the Court meeting you would like to appear at? October 5, 2022
2. Describe the matter to be placed before the Court: Asking for a donation on use of Crook County Fairground's facilities for our 2022 Rodeo Season; April, July and October.
3. What action are you requesting that the Court take? Crook County to not charge Central Oregon Pee Wee Rodeo for use of the outdoor arena April and July 2022 and indoor arena in October 2022.
4. What is the cost involved with your request, if applicable? see costs from Casey Daly, Crook County Fairgrounds.
5. Have you asked the County for a fee waiver before? If yes, when? Yes, it's been several years ago.
6. Please estimate the time required for your presentation.
 5 minutes 10 minutes 15 minutes other _____ minutes
7. Are you (or will you be) represented by legal counsel?
Yes (please name your attorney) _____
Non ~~am~~ ~~not~~ ~~currently~~ represented. **(Note: it is your obligation to advise the Court if at any time you retain legal counsel to assist you in this matter.)**
8. If you have a physical disability and require an accommodation, please specify your need:

Administrative Section

Date Received: _____

Date Reviewed by Court: _____

FY Budget: _____

County Court: Approved/Denied

2022-2023 BOPTA APPOINTMENTS

Cheryl Seely
 Crook County Clerk
 Crook County Courthouse
 300 NE Third Street, Room 23
 Prineville, OR 97754

Telephone 541-447-6553
 Fax 541-416-2145

In accordance with ORS 309.067 Crook County Court is required to appoint members of the County Board of Property Tax Appeals (BOPTA) at a regular meeting on or before October 15th of each year.

Per a directive from the Oregon Department of Revenue dated September 13, 1995 and pursuant to ORS 309.067, the appointments must be in writing, stating each member's name, designating which pool the member has been appointed to, the date their appointment becomes effective, and the length of their term.

I request that County Court appoint the following people to the 2022-2023 BOPTA pools. Terms would begin October 15, 2022 and end June 30, 2023. If additional or replacement members are needed in Pool 1 or Pool 2, I will make that request at a later date.

Pool #1 and Pool #2:

Rich Mires, non-office holding member
 Bill Zelenka, non-office holding member
 Monty Kurtz, non-office holding member

ORS 309.022 mandates each member of the Board of Property Tax Appeals shall complete Department of Revenue approved training and shall be compensated for their expenses as provided in ORS 309.022. Crook County ORDER 95-5 provides \$50.00 per member to defray travel and living expenses incurred while attending in-service trainings and as compensation during the performance of their duties.

Cheryl Seely, Crook County Clerk

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

IN THE MATTER OF APPOINTMENTS
TO THE 2022-2023 CROOK COUNTY
BOARD OF PROPERTY TAX APPEALS

ORDER 2022-46

WHEREAS, at a meeting of the Crook County Court, duly and regularly called and held on the 5th day of October, 2022, at which a quorum was present and voting, the following appointments to the 2022-2023 Board of Property Tax Appeals were ordered:

POOL #1 and POOL #2:

Rich Mires
372 NE Holly St
Prineville, OR 97754
DOR Training:
2022-2023 Training Required

Bill Zelenka
2630 NE Tennessee Lane
Prineville, OR 97754
DOR Training:
2022-2023 Training Required

Monty Kurtz
12282 SW Paiute Court
Powell Butte, OR 97753
DOR Training:
2022-2023 Training Required

THEREFORE BE IT ORDERED, the above county residents be appointed to the Crook County Board of Property Tax Appeals, term of office to begin October 15, 2022 and end June 30, 2023.

DATED this ____ day of October, 2022.

Seth Crawford, Crook County Judge

Jerry Brummer, Crook County Commissioner

Brian Barney, Crook County Commissioner

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

BID

Lindsey Land & Tree LLC-Gabe Lindsey

Licensed, Bonded & Insured CCB# 219024

495 NE Blackbear St
 Prineville, OR 97754
 Phone (541) 903-2166
 lindseylandtree@gmail.com
 www.lindseylandtree.com

DATE: SEPTEMBER 21, 2022

TO:
Crook County
 ATTN: Joe Viola
 300 NE Third Street
 Prineville, OR 97754
 (541) 416-3811

FOR:
Tree Services at:
750 SE Dunham Street
Prineville, OR 97754

DESCRIPTION	HOURS	RATE	AMOUNT
-Removal of five Chinese elm trees. (Three in front yard and two in back).	14-17	\$250.00	\$3,500.00-\$4,250.00
-Grinding of the five tree stumps after removal, 4-6 inches below ground level (Optional).		FLAT	\$650.00
*Clean up included in price.			
(I honor all my bids and do not go over the max bid amount, I will try to cut costs where I can and if it takes me less time than I anticipate I will charge accordingly)			
			MAX BID
TOTAL			\$3,500.00-\$4,900.00

Thank you for your business!





YORK BROS EXCAVATION
 1881 SW 1st St
 REDMOND, OREGON 97756
 bendoffice@yorkbros.com

ESTIMATE

PROJECT
 NAME 750 Dunham Demo
 DESCRIPTION Demolition
 ADDRESS 750 SE Dunham St.
 ADDRESS Prineville, OR

CLIENT
 NAME Crook County
 CONTACT Joe Viola
 PHONE 541-416-3811
 EMAIL joe.viola@co.crook.or.us

CATEGORY	DESCRIPTION	TOTAL
PROJECT PREPARATION	Mobilization	\$ 1,500.00
		SUBTOTAL \$ 1,500.00
VALUE ENGINEERING, OPTIONS, & SUGGESTIONS		
SITE WORK	Demolition includes removal of building, building materials, and foundation. Bid does not include any abatement of hazardous materials, tree removal, or any removal of vehicles or debris on-site that are outside of the building footprint.	\$ 15,200.00
		SUBTOTAL \$ 15,200.00
VALUE ENGINEERING, OPTIONS, & SUGGESTIONS		
	Building site will be left with bare soil at existing grade	
		TOTAL \$ 16,700.00

NOTES

- Budget created from call and photos received on: 09/06/22
- Work requested without stamped plans, NTP, and permitting will be at the cost of the Client

EXCLUSIONS / OPTIONAL ITEMS

- Estimated prices and schedules are subject to change due to material cost volatility and availability
- Estimated prices and schedules are subject to change due to fuel cost volatility
- Haul off of hammered rock or site spoils beyond estimations to be billed hourly at \$100 per hour
- Additional site work requested beyond scope to be billed off of equipment rate schedule - provided upon request
- Engineering, Staking, or Surveying provided and procured by client
- Project management/Facilitation of work beyond scope to be billed hourly at \$135 per hour
- Project Permits, Fees, Inspection responsibilities, and bonding provided and procured by client
- QA, QC, Compaction, and Soils Testing provided and procured by client
- No Abatement of hazardous materials, contaminated soils, and unknown underground tanks
- No Electrical of any kind - see electrician
- No Plumbing of any on-site domestic water lines - see plumber
- Weather related costs and scheduled delays
- NTP ,Permit, and Design delays or hinderences to schedule will incur additional percentages to each affected line item

TERMS

CONTRACTORS RESPONSIBILITIES ARE LIMITED TO ITEMS LISTED ABOVE. PROPOSAL INCLUDES, MATERIALS AND LABOR AS REQUIRED IN ACCORDANCE WITH THE ABOVE SPECIFICATIONS FOR THE BUDGET OF PROGRESSIVE BILLING FOR PROJECT IS DUE BY THE 10TH OF EACH MONTH. FINAL PAYMENT DUE UPON COMPLETION OF WORK.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, and other necessary insurance. The contractor shall furnish all necessary liability insurance and shall furnish all necessary coverage under Workmen's Compensation. The Contractor is to ensure that all Subcontractors shall provide verification of Workers Compensation insurance and State liability and bond when appropriate.

This Proposal is valid for 15 days.

Customer accepts this Proposal by returning this Proposal signed below to York Bros Excavation, or by accepting any part of York Bros Excavation performance under this Proposal. This document and performance becomes the agreement acceptance and Contract. Upon acceptance, Terms and conditions stated above are binding.

Thank you
 For any questions concerning this quote,
 please contact
 JOSH ZACK
 925-324-7698
 joshz@yorkbros.com
 WWW.YORKBROS.COM

CLIENT SIGNATURE

DATE

CONTRACTOR SIGNATURE

York Bros - Josh Zack

DATE

9/8/22

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

IN THE MATTER OF NAMING A PRIVATE
ROAD LOCATED IN CROOK COUNTY

ORDER NO. 2022-_____

WHEREAS, the above entitled matter came before the County Court ; and

WHEREAS, a Road Naming Application was filed in accordance with CCC 12.12.230.
See Exhibit A; and

WHEREAS, in compliance with CCC 12.12.200, Crook County finds that there is a need
to name the private road “Wyndigo Heights” as depicted on Exhibit A; and

WHEREAS, in accordance with CCC 12.12.250 public comment and input was sought
and no objections were received; and

NOW, THEREFORE, the Crook County Court orders the road described in Exhibit A to
be named **Wyndigo Heights**.

DATED this ____ day of _____, 2022.

CROOK COUNTY COURT

Judge Seth Crawford

Commissioner Jerry Brummer

Commissioner Brian Barney

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

Exhibit A

217-22-0121423-
AWG

CROOK COUNTY BUILDING DEPARTMENT

300 NE 3RD STREET • PRINEVILLE, OREGON 97754 • (541) 447-3211 • FAX (541) 416-2139



PETITION TO NAME OR RENAME A ROAD

PROCEDURE AND REQUIREMENTS

RECEIVED

12.12.230 Application

JUL 13 2022

A request to name or rename a road shall be made as follows:

(1) A petition to name or rename a road may be submitted to the county building department. The petition shall include, at a minimum, the following:

- a) Signatures of not less than 75 percent of the residents along the road, plus, in the event a resident is not the legal or equitable title holder, the signatures of the last owner of record according to the county assessor's office.
- b) The name and phone number of the designated contact person.
- c) The location of the road by description and map.
- d) The legal status of the road, if known.
- e) The existing road name, if known.
- f) The proposed road name. (*A unique road name is recommended, also it is recommended that the Road Name be one that would be less likely to increase the chances for the sign to be stolen.*)
- g) The reason for the request.

Note: Any existing addresses may be subject to change in order to comply with Crook County Code 12.12.550

This petition must also be accompanied by the applicable fee:

NEW ROAD NAME*	\$300
RENAME EXISTING ROAD*	\$300

**This fee is non-refundable, non-transferable, and applies to the road name requested in this petition/application only. Should the road name request be denied by County Court during the hearing process, a new petition/application and applicable fee would be required to submit a different name.*

PROCESSING THE APPLICATION

Once your application is deemed complete, the Addressing Staff will begin processing your application. A hearing date will be set with the County Court and notice of the request will be sent to all residents abutting the road to determine the general consensus concerning the proposed road name. All affected agencies and departments will also be notified of the request. A recommendation and proposed order will be prepared for the County Court.

The County Court will conduct a public hearing on the recommendation and order at a regular court meeting. Following the public hearing, the court shall adopt, reject, or modify and adopt the proposed order. All parties of record will be notified, in writing, of the decision.




Attachment "A"

REQUEST

This is a request to: NAME A ROAD Proposed Name: Wyndigo Heights
 RENAME A ROAD Existing Name: _____

APPLICANT INFORMATION

If there is more than one applicant making this request, please designate a contact person.

Applicant Name: Daniel Brown
Mailing Address: 5024 SW Williams Rd
Powell Butte, OR 97753

Phone #: 541-771-3917 Email: DRB@NWClubLambs.com

ROAD INFORMATION

What is the legal status of the road? County Public Private Easement
Is this a Condition of Planning Approval? Yes No
Is there an approved Road Approach? Yes No
What is the reason for this request? Required by CC Planning

RESIDENT INFORMATION

How many residents currently use this road for access to their property? 4 vacant properties
Have you contacted and received signatures of concurrence of not less than 75% of the current residents (one signature per dwelling) along the subject road, plus, in the event a resident is not the legal or equitable title holder, the signature of the last owner of record according to the County Assessor's office? Yes No
If not, why? _____

****Note: This petition/application must be accompanied by the resident signatures and will not be deemed complete without this required documentation.***



Attachment "B"

RESIDENT NAMES & SIGNATURES

N/A No residents as yet. All existing and/or resulting properties are either owned or represented by same signator.

Resident 1.

Name Dan Brown
Address _____

Signature Dan Brown

Resident 2.

Name One Step Beyond, LLC.
Address _____

Signature Dan Brown

Resident 3.

Name _____
Address _____

Signature _____

Resident 4.

Name _____
Address _____

Signature _____

Resident 5.

Name _____
Address _____

Signature _____

Resident 6.

Name _____
Address _____

Signature _____

Resident 7.

Name _____
Address _____

Signature _____

Resident 8.

Name _____
Address _____

Signature _____

Resident 9.

Name _____
Address _____

Signature _____

Resident 10.

Name _____
Address _____

Signature _____



Attachment "C"

This petition/application must be accompanied by a legible map showing in detail the following:

- a. Location of proposed road
- b. Width of proposed road
- c. Length of proposed road
- d. All adjoining property
- e. All intersecting roads
- f. North Indicator
- g. Tax Map Numbers of properties using proposed road (13digit)

Note: Per Crook County Code 12.12.450, a Road Name sign is required. Please request a sign(s) manufactured to the required MUTCDM (Manual for Uniform Traffic Control Devices) specifications, from one of the following:

1. If the sign placement is to be inside of the Crook County Right of Way then call (541) 447-4644 – Crook County Road Department.
2. If the sign placement is to be outside of the Crook County Right of Way then search for a sign recycling vendor on-line or look under the 'Signs' heading in the Yellow Pages.



AFTER RECORDING RETURN TO:
 Fitch & Neary, PC
 210 SW 5th St., Ste. #2
 Redmond, OR 97756

Crook County Official Records	2022-316897
DEED-ESMT	
Pgs=8	05/16/2022 02:26:01 PM
\$40.00 \$2.00 \$11.00 \$10.00 \$61.00	\$129.00
\$5.00	
I, Cheryl Seely, County Clerk for Crook County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.	
Cheryl Seely - County Clerk	



EASEMENT AGREEMENT

1. PARTIES:

This agreement is made by and between the following Parties:

Party 1: Daniel R. Brown is the current owner of certain real property described in Exhibit D attached hereto.

Party 2: One Step Beyond, LLC., is the current owner of certain real property described in Exhibit E attached hereto.

2. AFFECTED PROPERTIES:

The affected properties are those described in Exhibits D and E attached hereto.

3. GRANT OF EASEMENT:

For good and valuable consideration, the receipt of which is hereby acknowledged, the Parties do hereby grant unto each other Party and its successors and assigns, an easement for access, slope, and utility purposes across the property described above as depicted on Exhibits A, B, and C hereto.

The Party`s each grant to each other for the benefit of each Party`s property a perpetual, exclusive easement (the "Easement") over and across the strip of land situated on each Party`s property as described in Exhibits A, B, and C. (the "Easement Area" or "Easement")

The easement will be used for the purposes of providing preservation of slope of the Easement Area, utilities, and access (ingress and egress) for each Party`s property. The Easement may be used for such slope, utilities, and access purposes only by the Parties, their successors in ownership, and the tenants, invitees, and agents of the Party (collectively, the "users"), such use to be in common with use of the Easement Area by each other Party and its "users."

4. MAINTENANCE:

The provisions of ORS 105.170, et seq, and as amended, shall control the duties, obligations, and

responsibilities of the Parties. The Parties are obligated to preserve the slope as necessary to preserve the Easement Area for the intended purpose of access.

All Parties will be deemed to have elected to use the Easement at their sole risk.

5. OBSTRUCTION:

No Party to this Easement, shall engage in any activity or erect/maintain any barrier (gate) without express agreement by all Parties. No above-ground structures, barriers, fences, buildings, or other structural improvements of any kind will be installed in the Easement Area without the express written consent of all Parties.

No Party will park any vehicles in the Easement Area. The grant of the Easement is made subject to all exceptions to title on file or of record in the Official Records of Crook County, Oregon.

6. NO DEDICATION:

No Dedication. Nothing contained herein will be deemed to be a gift or dedication of any portion of the Easement Area to the general public, for the general public, or for any public use or purpose whatsoever. No Party can grant the right to use the Easement Area to another for the benefit of any property that is not an Affected Property as described above.

7. INDEMNIFICATION:

The Parties to this Easement, and their users, agree to hold harmless each other Party from and against all claims, damages, losses, causes of action, costs, and expenses (including, without limitation, attorney fees), which may be asserted against or incurred by a Party as a result of any act or omission of another Party or user related to the use of the Easement Area by a Party or any user.

8. TERM:

This Easement is perpetual. However, if the Easement Area is dedicated to the public for public right-of-way this Easement Agreement shall terminate and be of no further force or effect.

9. REMEDIES:

In addition to all other remedies allowed by law, the Parties, their successors, and assigns, shall have the right to seek injunctive relief for the enforcement of the terms and conditions of this agreement.

Exhibit A

10. BINDING EFFECT ON SUCCESSOR INTERESTS:


The terms, conditions and provisions of this agreement shall extend to, be binding upon and inure of the benefit of the heirs, personal representatives and assigns of the Parties.

11. ATTORNEY FEE:


In case suit or action is instituted upon or in connection with this agreement, the prevailing Party shall be entitled to recover from the losing Party such sums as the court may adjudge reasonable as attorney fees and costs in such suit or action, or upon appeal.

DATED this 16 day of May, 2022.

PARTY 1:

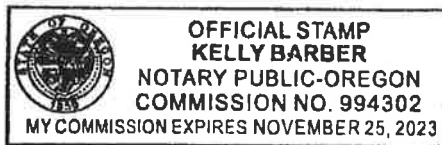

Daniel R. Brown

PARTY 2: One Step Beyond, LLC.


Daniel Richard Brown, Manager

STATE OF OREGON)
) ss.
County of Deschutes)

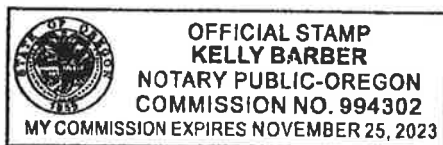
Daniel R. Brown personally appeared before me this 16th day of May, 2022, and acknowledged the foregoing instrument to be their voluntary act and deed.




Notary Public for Oregon

STATE OF OREGON)
) ss.
County of Deschutes)

Daniel Richard Brown, Manager, on behalf of One Step Beyond, LLC, personally appeared before me this 16th day of May, 2022, and acknowledged the foregoing instrument to be his voluntary act and deed.




Notary Public for Oregon

Exhibit A

EXHIBIT "A"

RECIPROCAL ACCESS AND SLOPE EASEMENT

LOCATED IN A PORTION OF LOT 1 AND A PORTION OF LOT 2, BLOCK 8, RED CLOUD RANCH, SITUATE IN TAX LOTS 15153100-03700 & 15153100-03800, CROOK COUNTY, OREGON

DESCRIPTION

PORTIONS OF LOTS 1 AND 2 OF BLOCK 8, RED CLOUD RANCH, LOCATED IN THE SOUTHWEST ONE-QUARTER (SW1/4) OF SECTION 31, TOWNSHIP 15 SOUTH, RANGE 15 EAST, W.M., CROOK COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8" REBAR (P.O.C.) MONUMENTING THE NORTHEAST CORNER OF LOT 1, BLOCK 8, RED CLOUD RANCH; THENCE N89°08'39"W ALONG THE NORTH LINE OF SAID LOT 1, 336.79 FEET TO THE POINT OF BEGINNING (P.O.B.) OF THIS DESCRIPTION; THENCE S00°51'44"W, 32.54 FEET; THENCE S42°15'28"W, 40.40 FEET; THENCE S71°44'06"W, 54.28 FEET; THENCE S71°56'12"W, 163.46 FEET; THENCE S82°07'35"E, 155.79 FEET; THENCE S80°26'37"E, 115.76 FEET; THENCE N83°47'56"E, 245.11 FEET; THENCE S42°42'30"E, 50.12 FEET; THENCE S06°27'19"W, 72.40 FEET; THENCE 186.39 FEET ALONG THE ARC OF A NON-TANGENT 175.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS S76°40'05"W, 177.70 FEET; THENCE S70°20'05"W, 94.71 FEET; THENCE S62°53'11"W, 140.62 FEET; THENCE S66°16'46"W, 52.11 FEET; THENCE S00°51'44"W, 37.42 FEET; THENCE S89°08'39"E, 47.39 FEET; THENCE S00°51'44"W ALONG THE LINE COMMON TO LOTS 1 AND 2 OF SAID BLOCK 8, 18.60 FEET; THENCE S89°08'39"E, 420.44 FEET; THENCE S00°10'20"W, 40.00 FEET; THENCE N89°08'39"W, 420.92 FEET; THENCE N89°08'39"W, 117.62 FEET; THENCE 215.14 FEET ALONG THE ARC OF A NON-TANGENT 175.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS N89°08'39"W, 201.84 FEET; THENCE N89°08'39"W, 95.71 FEET; THENCE N00°50'27"E, 40.00 FEET; THENCE S89°08'39"E, 95.72 FEET; THENCE N17°17'34"E, 45.19 FEET; THENCE N81°15'54"E, 163.66 FEET; THENCE N21°09'15"E, 60.34 FEET; THENCE N74°07'30"E, 129.89 FEET; THENCE N68°22'43"E, 183.27 FEET; THENCE N81°51'39"W, 170.72 FEET; THENCE N85°18'25"W, 198.07 FEET; THENCE 144.36 FEET ALONG THE ARC OF A NON-TANGENT 125.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS N85°18'25"W, 136.47 FEET; THENCE N52°13'22"W, 55.60 FEET; THENCE N17°52'16"E, 66.38 FEET; THENCE N79°15'14"E, 152.12 FEET; THENCE N84°01'43"E, 135.07 FEET; THENCE N71°13'10"E, 80.39 FEET; THENCE N00°51'44"W ALONG THE LINE COMMON TO SAID LOTS 1 AND 2, 19.59 FEET; THENCE S89°08'39"E ALONG SAID NORTH LINE, 78.00 FEET TO THE POINT OF BEGINNING.

THE SAME CONTAINING 3.92 ACRES.

THE BASIS OF BEARINGS FOR THIS DESCRIPTION ARE PER SAID PLAT OF RED CLOUD RANCH ALONG THE NORTH LINE OF SAID LOTS 1 AND 2.

SEE THE ATTACHED MAP TITLED EXHIBIT "B" AND THE LINE AND CURVE TABLE TITLED EXHIBIT "C", HEREBY INCORPORATED BY REFERENCE.

REGISTERED
PROFESSIONAL
LAND SURVEYOR



OREGON
MARCH 09, 2021
MATTHEW G. BANTON
96574

RENEWS: 12/31/23

PREPARED APRIL 8, 2022

PGA POVEY AND
ASSOCIATES

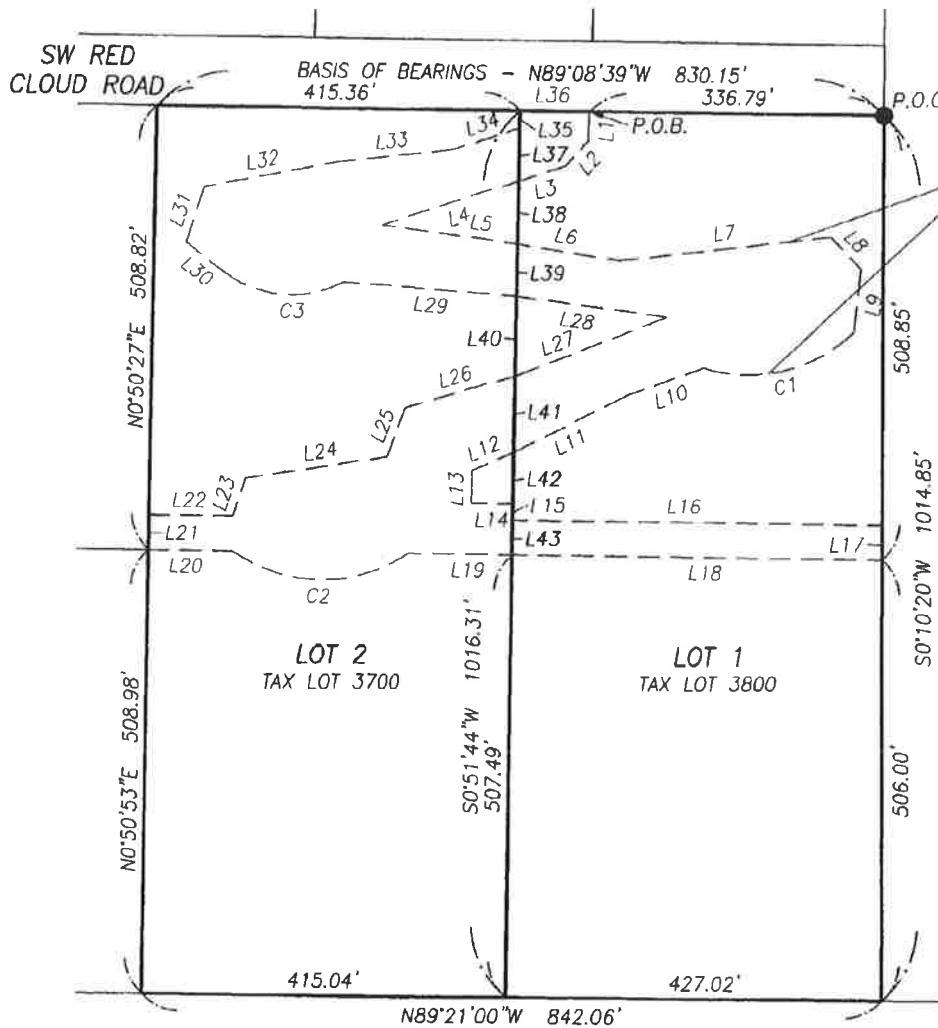
P.O. BOX 131, REDMOND, OR 97756
(541) 548-6778 21-006P.DWG

Exhibit A

EXHIBIT "B"

LOCATED IN A PORTION OF LOT 1 AND A PORTION OF LOT 2, BLOCK 8, RED CLOUD RANCH, SITUATE IN TAX LOTS 15153100-03700 & 15153100-03800, CROOK COUNTY, OREGON

EASEMENT DETAIL



RECIPROCAL ACCESS AND SLOPE EASEMENT TO BENEFIT LOTS 1 & 2, BLOCK 8, RED CLOUD RANCH, AND ALL FUTURE PARCELS RESULTING FROM PARTITIONS OF SAID LOTS. CONTAINS 3.92 ACRES.



SCALE:
1" = 200'

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
MARCH 09, 2021
MATTHEW G. BANTON
96574

RENEWS: 12/31/23

PREPARED APRIL 8, 2022

PGA POVEY AND ASSOCIATES

P.O. BOX 131, REDMOND, OR 97756
(541) 548-6778 21-006P.DWG

BOUNDARY DIMENSIONS SHOWN HEREON ARE BASED ON FIELD SURVEY MEASUREMENTS CONDUCTED ON APRIL 5, 2022.

Exhibit A

EXHIBIT "C"

LOCATED IN A PORTION OF LOT 1 AND A PORTION OF LOT 2, BLOCK 8, RED CLOUD RANCH,
SITUATE IN TAX LOTS 15153100-03700 & 15153100-03800, CROOK COUNTY, OREGON

LINE TABLE

NO.	DIRECTION	LENGTH	NO.	DIRECTION	LENGTH
L1	S00°51'44"W	32.54'	L23	N17°17'34"E	45.19'
L2	S42°15'28"W	40.40'	L24	N81°15'54"E	163.66'
L3	S71°44'06"W	54.28'	L25	N21°09'15"E	60.34'
L4	S71°56'12"W	163.46'	L26	N74°07'30"E	129.89'
L5	S82°07'35"E	155.79'	L27	N68°22'43"E	183.27'
L6	S80°26'37"E	115.76'	L28	N81°51'39"W	170.72'
L7	N83°47'56"E	245.11'	L29	N85°18'25"W	198.07'
L8	S42°42'30"E	50.12'	L30	N52°13'22"W	55.60'
L9	S06°27'19"W	72.40'	L31	N17°52'16"E	66.38'
L10	S70°20'05"W	94.71'	L32	N79°15'14"E	152.12'
L11	S62°53'11"W	140.62'	L33	N84°01'43"E	135.07'
L12	S66°16'46"W	52.11'	L34	N71°13'10"E	80.39'
L13	S00°51'44"W	37.42'	L35	N00°51'44"E	19.59'
L14	S89°08'39"E	47.39'	L36	S89°08'39"E	78.00'
L15	S00°51'44"W	18.60'	L37	S00°51'44"W	61.03'
L16	S89°08'39"E	420.44'	L38	S00°51'44"W	72.03'
L17	S00°10'20"W	40.00'	L39	S00°51'44"W	59.86'
L18	N89°08'39"W	420.92'	L40	S00°51'44"W	91.71'
L19	N89°08'39"W	117.02'	L41	S00°51'44"W	86.90'
L20	N89°08'39"W	95.71'	L42	S00°51'44"W	59.10'
L21	N00°50'27"E	40.00'	L43	S00°51'44"W	40.00'
L22	S89°08'39"E	95.72'			

CURVE TABLE

NO.	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	186.39'	175.00'	61°01'28"	S76°40'05"W	177.70'
C2	215.14'	175.00'	70°26'11"	N89°08'39"W	201.84'
C3	144.36'	125.00'	66°10'07"	N85°18'25"W	136.47'

*SEE EXHIBIT "B" FOR EASEMENT DETAILS

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
MARCH 09, 2021
MATTHEW G. BANTON
96574

RENEWS: 12/31/23

PREPARED APRIL 8, 2022

PGA POVEY AND
ASSOCIATES

P.O. BOX 131, REDMOND, OR 97756
(541) 548-6778 21-006P.DWG

BOUNDARY DIMENSIONS SHOWN HEREON ARE BASED ON FIELD
SURVEY MEASUREMENTS CONDUCTED ON APRIL 5, 2022.

Exhibit A

EXHIBIT D

Lot 2 in Block 8 of Red Cloud Ranch, according to the official plat thereof, recorded June 7, 1972 in Plat Book 7, Pages 23-24, on file and of record in the office of the County Clerk for Crook County, Oregon.

EXHIBIT E

Lot 1 in Block 8 of Red Cloud Ranch, according to the official plat thereof, recorded June 7, 1972 in Book 7 of Plats of Page(s) 23-24, records of Crook County, Oregon.

Memo



To: County Court
From: April Witteveen, Director of Library Services
Date: September 6, 2022
Re: Library Fee Schedule Update

The Crook County Library offers faxing to the community as part of our regular menu of services. We moved to a web-based fax vendor, FaxPlus, in late February, 2021. We divested our old telephone line-based fax machine and have been successfully using FaxPlus for both outgoing and incoming faxing, continuing to use the established fee schedule of \$2.50 per each 10 pages transmitted.

In consultation with Sydney Chandler at county IT, there is significant cost savings when using the web to send faxes instead of using a phone line where we'd frequently incur long-distance phone call charges. She agreed that we could drop our fax fee and it would not impact the bottom line of any costs/revenue connected to faxing at the library.

I would like the Court to consider and approve the following update to the Library's fee schedule:

- Faxing, regardless of page count: Free to send/receive

I am happy to provide any further details related to this request.
Thank you for your consideration,

April Witteveen
Director of Library Services
Crook County

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

**IN THE MATTER OF ORDERING FEES
FOR CALENDAR YEAR 2022-2023**

ORDER 2022-05
AMENDMENT #~~21~~
~~TYPO CORRECTED JUNE 22, 2022~~

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

WHEREAS, this Order was adopted on February 2, 2022, and has been previously amended on June 15, 2022; and

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

NOW, THEREFORE, BE IT ORDERED BY THE CROOK COUNTY COURT that the following fees are set for the calendar year 2022-2023 commencing upon the effective date of this Order ~~2022-05~~, which shall continue in effect until amended by the Crook County Court or amended by operation of law:

ALL DEPARTMENTS, except as otherwise specified below:

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

ASSESSOR

Farm disqualification estimates	\$150.00 each
---------------------------------	---------------

Laser print enlargements of tax lot	\$1.50 each
Research Fee (per hour w/ ½ hour minimum)	\$45.00
Mapping fee (per plat)	\$35.00
Mobile Home Fees:	
Trip Permit	\$25.00 per section
Ownership/Situs Change/Title Transfer	\$80.00

COMMUNITY DEVELOPMENT

Building Department

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

Total Valuation	Fee
\$1 to \$500	\$15.12
\$501 to \$2,000	\$15.12 for the first \$500.00 plus \$2.27 for each additional \$100 or fraction thereof, to and including \$2,000
\$2,001 to \$25,000	\$49.14 for the first \$2,000 plus \$9.07 for each additional \$1,000 or fraction thereof, to and including \$25,000
\$25,001 to \$50,000	\$257.80 for the first 25,000 plus \$6.79 for each additional \$1,000 or fraction thereof, to and including \$50,000
\$50,001 to \$100,000	\$414.04 for the first \$50,000 plus \$4.53 for each additional \$1,000 or fraction thereof, to and including \$100,000
\$100,001 and up	\$640.85 for the first \$100,000 plus \$3.78 for each additional \$1,000 or fraction thereof

- 1.) 12% State Surcharge is required to be added to Building fees as per State of Oregon.
- 2.) Structural Plan Review fee 75% of Building Fees.
- 3.) Code Compliance Fee for New Residential, Single Family Dwelling valuations will be 0.16% of building valuation (Maximum of \$350.00) (Supports code enforcement program.)
- 4.) Code Compliance Fee for New Accessory and Residential Addition Building valuations 0.16% of building valuation (Maximum fee of \$250.00) (Supports code enforcement program)
- 5.) Code Compliance Fee for Commercial Structures Valuations 0.16% of building valuations (Maximum fee of \$500.00) (Supports code enforcement program).
- 6.) Minimum Building Permit Valuation Fee is \$5,000.

7.) Agricultural Building Exemption Review	\$60.00
8.) Residential Demolition Permit Fee	\$90.00
9.) Commercial Demolition Permit Fee	\$230.00
10.) Additional Plan Review - Plan modifications – 2 hour minimum	\$90.00/hr
11.) Refund processing fee (refunds must be requested within 180 days of application. Refunds are not available for any work that has been performed.)	\$75.00
12.) Change of Occupancy Review	\$160.00
13.) Complex/large project consultation or review fee (may include charges for review from technical experts as ACS) 2 hour minimum	\$160.00/hr
14.) Re-Roofing, Residential	\$155.00
15.) Re-Roofing Fee Commercial Only Based on the Valuation of the Project	
16.) A Fire Life Safety Plan Review Fee is required on all structures over 4000 sq. ft. and/or any project deemed necessary by the Building Official and assessed based on 40% of the Permit Fee.	
17.) Re-Inspection Fee	\$105.00
18.) Investigation fee	\$105.00/hr
19.) Each additional inspection	\$105.00
20.) Inspection outside normal business hours – 2 hour minimum	\$80.00/hr
21.) Inspection for which no fee is indicated	\$105.00/hr
22.) Replacement Copy provided by owner for Plan Review and Stamp	\$35.00
23.) Copying of Plans Reviewed, Stamped Plans	\$35.00
24.) Permit Reinstatement due to expired permit (within 6-month window)50% of current fee for new permit. New Permit Fee thereafter.	
25.) Permit History Research Fee	\$25.00 + .25 per page
26.) Permit Shipping	\$10.00
27.) Phased Plan Review “per phase” for Residential/Commercial. \$300 minimum phasing fee plus 10% of the total project building permit fee, not to exceed \$1,500.00 for each phase.	
28.) Deferred plan Review – 65% of permit fee on deferred portion valuation with a \$300.00 minimum fee	
29.) Temporary Certificate of Occupancy – Commercial	\$395.00
30.) Temporary Certificate of Occupancy – Residential	\$235.00
31.) Temporary Gold Seal Job Trailer Placement Inspection	
a. Single-wide unit	\$475.00
b. Double-wide unit	\$575.00
c. Triple-wide unit	\$675.00
32.) Administrative/Clerical Fee	\$75.00

Manufactured Home Park Fee Schedule – Valuation

Table 1	
\$1 to \$500	\$25
\$501 to \$2000	\$25 for the first \$500 plus \$2.20 for each additional \$100 or fraction thereof, to and including \$2,000
\$2001 to \$25,000	\$58 for the first \$2000 plus \$9.90 for each additional \$1000 or fraction thereof, to and including \$25,000

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

Evaluation: Table 2 – spaces per acre

Park Class A:

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

Park Class B:

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

Park Class C:

4 or less	\$5312
5	\$5028
6	\$4608
7	\$4352
8	\$4269
9	\$3904
10	\$3776
11	\$3712
12	\$3648

Note:

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

Additional plan review	\$85.00
(required when approved plan is added to, changed, or revised – Min. 1/2 hour)	
Consultation fee (min charge - one hour)	\$160.00
Plan check fee for manufactured home park	65%
Prefabricated structural inspections	
(includes site development and connection of the prefabricated structure)	
MH Park Installation connection	_____

Recreation Park Fee Schedule

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

Recreation Park Valuation Table - Table 2

Park Class A:

6 or less spaces per acre	\$2637
8 spaces per acre	\$2470

10 spaces per acre	\$2320
12 spaces per acre	\$2189
14 spaces per acre	\$2074
16 spaces per acre	\$1978
18 spaces per acre	\$1907
20 spaces per acre	\$1849
22 spaces per acre	\$1798

Park Class B:

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

Park Class C:

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

Plan check fee for Rec park 65 %

Solar Fees:

- 1.) Solar Photo voltaic prescriptive (roof-mounted) \$165.00
- 2.) Solar Photo voltaic – non-prescriptive Fee is based on the valuation of the project – see Structural Permit fee table for rates.

Mechanical Fees:

All mechanical permits are subject to a state Surcharge of 12% of the total permit fee. The minimum mechanical permit application fee is \$105.00.

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

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

- 1. Air Conditioner \$13.96
- 2. Air handling unit up to 10,000 cfm \$13.96
- 3. Air handling unit 10,001 cfm and over \$18.61
- 4. Appliance vent installation, relocation or replacement not included in an appliance \$11.05

5. Attic/crawl space fans	\$8.15
6. Chimney /liner/flue/vent	\$11.63
7. Clothes dryer exhaust	\$11.63
8. Decorative gas fireplace	\$11.63
9. Evaporative cooler other than portable	\$8.14
10. Floor furnace, including vent	\$11.63
11. Flue Vent for water heater or gas fireplace	\$9.89
12. Furnace/burner including duct work/vent/liner	\$18.60
13. Gas or wood fireplace/insert	\$18.60
14. Gas Fuel piping outlets	\$11.63
15. Heat pump	\$17.45
16. Hood served by mechanical exhaust, including ducts for hood	\$8.14
17. Hydronic hot water system	\$74.44
18. Mini spit system	\$17.45
19. Oil tank/gas/diesel generators	\$17.45
20. Pool or spa heater, kiln	\$11.63
21. Propane or natural gas vented room heaters, gas fired appliances, includes vent	\$18.60
22. Range hood/other kitchen equipment	\$11.05
23. Suspended heater, recessed wall heater, or floor mounted floor heater	\$11.63
24. Ventilation fan connected to single duct	\$8.14
25. Ventilation system not a portion of heating or air-conditioning system	\$8.14
26. Water heater	\$46.53
27. Wood/pellet stove	\$18.60
28. Other heating/cooling	\$11.63
29. Other fuel appliance	\$11.63
30. Other environment exhaust/ventilation	\$8.14
31. Mechanical-additional plan review per hour (min 2 hours)	\$90.00
32. Re-inspection fee-mechanical	\$105.00
33. Inspections outside normal business hours – mechanical (min 2 hours)	\$80.00
34. Inspections for which no fee is specifically indicated – mechanical (2 hours min)	\$80.00
35. Mechanical investigation fee	\$105.00/hr
36. Minimum fee – mechanical	\$105.00

Plumbing Fees:

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

The minimum Plumbing Permit Application Fee is \$100.00

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

1. Permit Fee, where applicable. Sanitary Sewer-first 100'	\$77.88
2. Storm Sewer-first 100'	\$77.88
3. Water Service - first 100'	\$77.88
4. Backflow preventer	\$77.88
5. Each additional 100' of water, sewer or storm sewer line	\$63.97
6. Water heater	\$46.53
7. Reinspection fee	\$105.00 ea
8. Each additional inspection – plumbing	\$105.00
9. Inspections for which no fee is specifically indicated – plumbing (2 hours min)	\$80.00
10. Inspections outside normal business hours – plumbing (2 hours min)	\$80.00
11. Plumbing investigation fee	\$105.00

12. Plumbing – additional plan review per hour (2 hour minimum)	\$90.00
13. Single Family Residence –additional bath/kitchen	\$200.00
14. First Kitchen & Bathroom includes 100’ of water, sewer & storm lines	\$300.00
15. First Kitchen & 2 Bathrooms Includes 100’ of water, sewer & storm lines	\$400.00
16. First Kitchen & 3 Bathrooms includes 100’ of water, & sewer & storm lines	\$400.00
17. Each fixture as marked on application	\$25.96
18. Re-piping of existing fixtures - per fixture	\$25.96
19. Residential Fire Sprinklers (connected to potable water) 13D:	
0-2,000 sq. ft.	\$142.80
2,001-3,600 sq. ft.	\$157.64
3,601 to 7,200 sq. ft.	\$200.41
Over 7,200 sq. ft.	\$244.41

Medical Gas Fees:

<u>If the valuation is:</u>	<u>Your Fee is:</u>
\$1.00 to \$5,000	\$116.31
\$5,001 to \$10,000	\$116.31 for the first \$5,000 plus \$1.74 per add’l \$100 or fraction thereof
\$10,001 to \$100,000	\$203.47 for the first \$10,000 plus \$11.86 per add’l \$1,000 or fraction thereof
\$100,001 and above	\$1271.32 for the first \$100,000 plus \$8.15 for each add’l \$1,000 or fraction thereof

Manufactured Homes:

1. Manufactured Home permits are subject to a \$30.00 State Administration Fee.
2. Manufactured Home placement fee of \$580.00 + 12% State Surcharge +\$30.00 State Fee = \$679.60
3. Manufactured Home Code Books \$35.00
4. The 12% State Surcharge will be applied to the following fees:
 - a. Inspections outside normal business hours (2 hour minimum) \$80.00hr
 - b. Inspections for which no fee is indicated. (2 hour minimum) \$80.00 hr
 - c. Manufactured dwelling investigative fee \$105.00
 - d. Reinspection fee \$105.00 ea

Electrical Division Fees: Minimum permit fee is \$105.00

1. All electrical permits are subject to a State Surcharge of 12% of the total permit fee
2. Electrical plan review is 25% of the permit fee when required
3. Master Electrical application permit fee \$100.00
4. Master Electrical hourly inspection fee \$100.00
5. Residential, per unit, service included
 - A.) 1,000 sq. ft. or less \$174.47
 - B.) Each additional 500 sq. ft. or portion thereof \$29.08
 Multi-family is based on largest unit using residential square footage with each additional unit at 50%
- 6.) Limited energy \$40.71
- 7.) Each manufactured home or modular dwelling service or feeder \$105.00
- 8.) Service or feeders: (installation, alteration, relocation)

	200 amps or less / 5KVA or less	\$112.24
9.)	201 to 400 amps	\$132.60
10.)	401 to 599 amps	\$222.74
11.)	600 to 1,000 amps	\$292.16
12.)	Over 1,000 amps or volts	\$664.80
13.)	Reconnect only	\$105.00
14.)	Temporary service of feeders: (installation, alteration, relocation)	
	A.) 200 amps or less	\$105.00
	B.) 201 to 400 amps	\$122.13
	C.) 401 to 599 amps	\$176.22
15.)	Over 600 amps or 1,000 volts. (<i>See services or feeders section above</i>)	
	Branch circuits: (new, alteration, extension per panel)	
16.)	Fee for branch circuits w/purchase of a service or feeder fee	\$8.37
17.)	Fee for branch circuits without purchase of a service or feeder fee:	
	A.) First branch circuit	\$77.88
	B.) Each additional branch circuit	\$8.37
18.)	Miscellaneous: (service or feeder not included)	
	A.) Each pump or irrigation circle	\$77.88
	B.) Each sign or outline lighting	\$77.88
	C.) Signal circuit(s) or a limited-energy panel, alteration or extension	\$77.88
	D.) Reinspection Fee	\$105.00 ea
	E.) Inspection outside normal business hours (two hour minimum)	\$80.00 hr
	F.) Inspection for which no fee is specifically indicated (2 hour min)	\$80.00
	G.) Additional plan review	\$105.00 hr
	H.) Investigation fee	\$105.00 hr
19.)	Commercial Electrical Multi-Family	
	Multi-family limited energy by floor	\$77.88
	Multi-family protective signaling by floor	\$77.88
20.)	Renewable Energy – Solar	
	5KVA or Less	\$105.00
	5KVA to 15KVA	\$132.00
	15.01KVA to 25KVA	\$176.00
	Over 25KVA	\$545.00
21.)	Wind Energized Systems	
	25.01 KVA through 50 KVA/ 601 to 1000 AMPS	\$227.00
	50.01 KVA through 100 KVA / OVER 1,000 AMPS OR VOLTS	\$545.00

Code Enforcement Department

Code Enforcement Hourly Rate	\$75.00/hr
(As permitted by Crook County Code Title 1, cost recovery)	
Site investigation – 2 hour minimum	\$75.00/hr
Code compliance letter, research and investigation – 2 hour minimum	\$75.00/hr
Code compliance hearing fee	\$250.00

On-Site (Septic Systems) Department

Fee schedule for on-site septic program includes the state surcharge of \$100 for all site evaluation, permits and other activity where an application is required: all state fee schedules are subject to change based on legislative action and may be revised throughout the year.

A code compliance fee of \$50 shall be added to all new construction Permits, Authorizations, and Alterations.

Site evaluation fee	\$795.00
Septic system permit, first 1,000 gallons, standard system	\$960.00
Septic system permit, first 1,000 gallons, capping fill	\$1175.00
Septic system permit, first 1,000 gallons, grey water sump	\$485.00
Septic system permit, first 1,000 gallons, pressure distribution	\$1395.00
Septic system permit, first 1,000 gallons, redundant	\$735.00
Septic system permit, first 1,000 gallons, sand filter	\$1725.00
Septic system permit, first 1,000 gallons, sapolite system	\$885.00
Septic system permit, first 1,000 gallons, seepage trench	\$1170.00
Septic system permit, first 1,000 gallons, steep slope	\$1170.00
Septic system permit, first 1,000 gallons, tile dewatering	\$2410.00
Each 500 gallons ("commercial" septic systems) above 1,000 or part thereof	
Add'l	\$160.00
Plan review, commercial facility system, 0-600 gallons---	
(Covered under the permit fee)	\$0.00
Plan review, commercial facility system, 600-1,000 gallons	\$270.00
Plan review, each 500 gallons or part thereof above 1,000-2,500 gallons	Add'l \$75.00
Renewal/reinstatement/transfer permit (original permit w/I 1 year of expiration)	\$415.00
Major septic system repair, single family dwelling	\$525.00
Minor septic system repair, single family dwelling	\$350.00
Major commercial septic system repair	\$570.00
Minor commercial septic system repair	\$375.00
Major septic system alteration/relocation (drain field)	\$845.00
Minor septic system alteration/relocation (tank)	\$515.00
ATT annual report review-in-house	\$50.00
ATT systems permit/with/ without pressure distribution	\$1450.00
ATT systems O&M Inspection	\$400.00
Holding tank permit	\$900.00
Holding tank inspection report-in-house	\$50.00
Holding tank inspection annual-field	\$250.00
Authorization, field visit required-permit issued under the authorization will be without the repair fee.	\$650.00
Authorization, no field visit required	\$315.00
Evaluation/renewal of temporary/hardship authorization	\$300.00
Existing system evaluation-field	\$640.00
Sewage disposal service, pumper truck inspection, first truck	\$150.00
Sewage disposal service, each additional truck	\$60.00
Accela yearly O&M entry fee (each)	\$5.00

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

\$200.00

Pump evaluation Fee for all permits that specify the use of a pump or dosing system except for Sand Filter, ATT, Recirculating gravel filter and pressurized distribution systems

\$50.00

On-site specialist consultation fee, in-house, 1-hour minimum

\$100.00/hour

On-site specialist consultation fee, field, 1-hour minimum

\$200.00/hour

Refund/Administrative fee

\$50.00

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

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

Planning Department

Unless otherwise stated, all Planning fees will also have an addition Code Compliance fee per application, as calculated in the table below.

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

Code Compliance Fees:

Planning Fees totaling \$0-200	\$0
Planning Fees totaling \$201-500	\$50
Planning Fees totaling \$501-1,000	\$100
Planning Fees totaling \$1,001-5,000	\$150
Planning Fees totaling \$5,001-Over	\$500

Appeals—Remands - [No Code Compliance Fee]

Appeal to Planning Commission

\$250.00 or as set by statute

Appeal to County Court

\$2,155.00 + 20% of original

(Appellant must also provide transcripts of relevant meeting tapes at appellant's expense)

Remand from LUBA

\$1,000 deposit + actual cost

(Actual costs with deposit required at time of appeal submission - Covers costs for notices mailed, copy charges, staff time and other costs.)

CD/USB records

\$5.00 each

DOCUMENTS PURCHASED - [No Code Compliance Fee]

Duplication fees

\$0.25/page

Duplication of oversize exhibits

\$5.00/page

Local Appeal Record

\$5.00 per CD/USB

LAND PARTITIONS - [Code Compliance Fee to be Added]

Land partitioning (Residential, Commercial or Industrial)

Land partitions (two – three lots)

\$2,000.00

Measure 49 Land Partition

\$1,655.00

Farm partition/forest partition (two – three lots)

\$2,000.00

Property Line Adjustment

\$765.00

Property Line Adjustment with notice	\$850.00
Lot Combining – Uncombining	\$450.00
Final Plat Review	\$170.00
Replat	\$2,000.00
Validation of a unit of land	\$2,000.00
CONDITIONAL USE PERMITS - [Code Compliance Fee to be Added]	
Conditional use permit, administrative (e.g. Dog Kennels, Home Occupations)	\$1,050.00
Conditional use permit, w/hearing (e.g. bed & breakfast; golf course, multi-family residential)	\$2,730.00
Conditional use permit, modification of conditions, administrative	\$500.00
Conditional use permit, modification of conditions w/hearing	\$1,680.00
Conditional use permit – Temporary hardship dwelling	\$390.00
Temporary hardship renewal (every 2 years)	\$30.00
Conditional use – mineral aggregate	\$9,350.00
Conditional use – commercial energy (Additional fee will apply if a Goal exception is required)	\$10,500.00
Non-resource dwelling – conditional use permits	
Conditional use permit, Non-farm dwelling on existing parcel	\$2,625.00
Conditional use permit, Non-farm partition (two to three lots)	\$5,250.00
Conditional use permit, forest dwelling	\$3,360.00
AMENDMENTS - [Code Compliance Fee to be Added]	
Comprehensive plan amendment	\$5,515.00
Comprehensive plan amendment, required goal exception	\$7,720.00
Zone map change, measure 56 notice required	\$5,515.00
Zone map change, if <u>no</u> measure 56 notice required	\$2,760.00
Zone text change, measure 56 notice required	\$4,410.00
Zone text change, if <u>no</u> measure 56 notice required	\$2,760.00
SITE PLAN REVIEWS - [Code Compliance Fee to be Added]	
Site plan review – residential	\$710.00
Site plan review – accessory structure	\$250.00
Site plan review – accessory structure (under 2000 sq. ft. with no plumbing, electrical or mechanical)	\$80.00
Site plan review—accessory farm help dwelling	\$1,155.00
Site plan review – accessory farm family dwelling	\$1,155.00
Site plan review – farm dwelling	\$1,155.00
Site plan review—accessory forest-family dwelling	\$1,155.00
Site plan review – lot of record – ORS 215.705	\$1,155.00
Site plan review – Commercial, industrial,	\$1,050.00
Site plan review - utility facilities, cell towers	\$3,180.00
Site plan modification	\$375.00
Renewal of expired site plan review (residential zone dwellings)	50% of the original fee
SUBDIVISIONS / PLANNED UNIT DEVELOPMENTS - [Code Compliance Fee to be Added]	
Outline development / master plan	\$3,310.00+\$220 per lot
Subdivision name changes	\$550 each change
Final plat review	\$1,050.00
Subdivision modification request by applicant w/hearing	\$2,200.00
Public hearing extension request	\$550.00
Replat	\$2,000.00

DESTINATION RESORT - [Code Compliance Fee to be Added]

Conditional use permit, modification	\$28,350.00
Subdivision Phase	\$3,310.00 + \$220.00 per lot
Site plan review – residential	\$895.00
Site plan review – commercial	\$1,155.00
Final development review	\$1,155.00
Final plat review	\$1,050.00
Replat	\$2,000.00

OTHER PERMIT FEES - [Code Compliance Fee to be Added]

Legal parcel/lot determination 1-4 lots	\$850.00 +\$50.00/lot
Legal parcel/lot determination 5+ lots	\$290.00 +\$50.00/lot
Complex project fee	\$1,050.00 deposit + actual costs
Variance without public hearing	\$550.00
Variance with public hearing	\$1,155.00
Declaratory ruling	\$1,100.00
Sign permit	\$240.00
Temporary use permit – Property owners RV on lot for up to 6 months	\$250.00
Temporary use permit – Renewal fee for property owner RV next 6 months	\$30.00
Land Use Compatibility Statement	\$80.00
Planning Director Determination (Interpretation-Advisory Only)	\$910.00
Staff Research/Consultation – 1 hr minimum	\$75.00/hr
All land use extension requests	\$260.00
Amendments to applications after completeness has been determined	\$300 deposit + actual costs
Refunds requests – 75% back if withdrawal requested within 30 days of acceptance; 50% back if withdrawal requested after 30 days of acceptance; no refund if decision has been issued or incomplete for more than 180 days	
Farm stand reviews	\$260.00
One mile study/soils report	\$210.00
Wildlife density analysis	\$80.00
Consultant fee	\$5,000 deposit + actual costs

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

EVENTS - [Code Compliance Fee to be Added]

Agritourism in County Exclusive Farm Use Zones

Expedited Single Event (1 year only)	\$150.00
Single Event	\$550.00
2-6 Events without Public Hearing	\$750.00
2-6 Events with Public Hearing	\$1,155.00
7-18 Events	\$2,730.00

Social Gatherings (As identified in Crook County Code 5.04 Article II)

101 – 250 participants	\$210.00
251 – 500	\$525.00
501 – 1,000	\$1,050
1,001 – 3,000	\$1,575

Mass Gatherings (As identified in Crook County Code 5.04 Article I) \$5,250.00

ROAD APPROACH - [Code Compliance Fee to be Added]

Road approach permit – residential, new \$270.00

For County-maintained roads or roads approaching County-maintained roads
 (\$135 to Planning, \$135 to Road Department)

Public and private roads that do not approach state, County, or City roads
 (\$135 to Planning, \$135 to Code Compliance)

Road approach permit – residential, grandfathered \$140.00

For County-maintained roads or roads approaching County-maintained roads
 (\$45 to Planning, \$95 to Road Department)

Public and private roads that do not approach state, County, or City roads
 (\$45 to Planning, \$95 to Code Compliance)

No fee for accesses created prior to 2000. Grandfathered Access permits are for existing single homes only.

Subdivision / PUD / Destination Resort approach \$1,050.00

For County-maintained roads or roads approaching County-maintained roads
 (\$425 to Planning, \$625 to Road)

Public and private roads that do not approach state, County, or City roads
 (\$425 to Planning, \$625 to Code Compliance)

Commercial/ industrial or institutional approach \$530.00

For County-maintained roads or roads approaching County-maintained roads
 (\$265 to Planning, \$265 to Road)

Public and private roads that do not approach state, County, or City roads
 (\$265 to Planning, \$265 to Code Compliance)

Re-Inspection fee (per re-inspection) \$50.00

Addressing/Roads

Address Fees:

County (excluding inside City Limits) \$110.00 Address Assignment
 \$25.00 Fire Marker
 = \$135.00

Inside City: \$110.00 Address Assignment Fire

Marker Fee for Existing, Verified Address \$25.00

Utility Address (may be required for a permit where a utility is requested) \$115.00

Road Naming - [Code Compliance Fee to be Added] \$450.00

PUBLIC AND PRIVATE ROADS intersecting with a County Maintained Road

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

ROAD VACATION

Road Vacation \$1,430.00
 (\$945.00 to County Counsel, \$485.00 to Road)

ROAD DEVELOPMENT INSPECTION FEES

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

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

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

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

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

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

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

COMMUNITY CORRECTIONS

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

COUNTY CLERK

Board of Property Tax Appeals hearing USB copy	\$10.00
Computer prints:	\$0.40-25 each per
page	
Electronic voter list (email or USB)	\$35.00
Additional first page recording fee (<i>in addition to statutory fee; supports computer replacement</i>)	\$5.00
Domestic Partnerships conciliation fee	\$10.00
HB 2436 Implementation – (ORS 205.323)	\$1.00 per document
(includes the 2018 HB 4007 updates)	assessed the Housing Alliance Fee
HB 2339 & SB 618 Implementation	\$2.00 per document
	assessed the A&T Fee
Marriage License Amendments	\$25.00
Research and Collation Fee	\$40.00 per hour

COUNTY COURT & COUNTY COUNSEL

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

DISTRICT ATTORNEY

Traffic violations	\$5.00
Diversion revocations	\$10.00
Probation violations (misdemeanor and felony)	\$10.00
Non-traffic violations and misdemeanor crimes	\$10.00
Felony crimes	\$15.00
Felonies involving unusually large amounts of discovery	\$50.00
Homicides	\$100.00
Audio and video cassette tapes	\$10.00
Diskettes or compact discs	\$10.00
Expungement Process	\$60.00

EXTENSION

4-H CLOVER CLUB BUILDING RENTAL RATES

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

Copies/Prints

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

Faxes

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

GEOGRAPHIC INFORMATION SYSTEMS (GIS)

Professional Services

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

GIS Database Analysis	\$85/hr (1 hr min)
Printing (Small format)	
8.5 X 11 (B&W)	\$0.50 per sheet
8.5 X 11 (Color)	\$1.00 per sheet
11 X 17 (B&W)	\$1.00 per sheet
11 X 17 (Color)	\$2.00 per sheet
Printing (Large format)	
Plat Copy (B&W)	\$5.00 per sheet
Maps/other (B&W)	\$1.50 per sq ft (\$10 min)
Maps/other (Color)	\$2.00 per sq ft (\$10 min)
Scanning	
Small Format (11 X 17 and smaller)	\$0.50 per sheet (\$5 min)
Large Format (larger than 11 X 17)	\$1.50 per sq ft (\$15 min)
Custom services	
1- mile study and report	\$170.00
Soil survey 1:	\$25.00
Soil survey 2:	\$75.00
GIS Data	
Custom Data Request	\$85/hr (1 hr min)
CD creation	\$5.00
GIS Mapping fee (included in planning fees)	
Conditional use permit, non-farm partitioning/vacant/herbaceous forest	\$60.00 per lot
Conditional use permit, non-farm partitioning w/existing residence	\$60.00 per lot
Conditional use permit, non-farm dwelling on existing parcel	\$60.00
Conditional use permit, farm partitioning	\$60.00
Conditional use permit, non-residential	\$60.00
Site plan review, residential or commercial	\$60.00
Subdivision, PUD, condo, per unit	\$60.00 per lot
Final plat review, subdivision	\$60.00 per lot
Road Vacation	\$60.00

HEALTH DEPARTMENT

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

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

Worksite & Community Wellness:

Health Education/Training/Promotion/Consultation (Non County Businesses)	\$30.00 - \$75.00
Blood Borne Pathogen Training	\$40.00
Mental Health First Aid	\$119
QPR	\$30
Living Well with Chronic Conditions	
Diabetes Prevention Program	
Other Training (Businesses)	\$20.00

Immunizations

Vaccine For Children (VFC and 317 Program): Vaccine from the State – No Charge for Cost of Vaccine, only the administration fee of \$21.96

DTaP (Infanrix)	\$21.96
DTaP/IPV/Hib (Pentacel)	\$21.96
DTap/Hep B/IPV (Pediatrix)	\$21.96
DTap/IPV (Kinrix)	\$21.96
DTap/Hib (TriHiBit)	\$21.96
Hepatitis A Pediatric (Havrix)	\$21.96
Hepatitis B Pediatric (Engerix)	\$21.96
Hepatitis B/Hib (Comvax)	\$21.96
Hib (ActHib)	\$21.96
HPV (Gardasil)	\$21.96
IPV (IPOL)	\$21.96
Meningococcal –MCV4 (Menactra)	\$21.96
MMR (Measles, Mumps, Rubella)	\$21.96
MMRV (Measles, Mumps, Rubella, Varicella) (ProQuad)	\$21.96
PCV13 (Pneumovax)	\$21.96
Polio IPV	\$21.96
Rotavirus (RotaTeq & Rotarix)	\$21.96
Td Immunization (7 and older)	\$21.96
Tdap Immunization (10-18 years - Boostrix)	\$21.96
Varicella (Chickenpox – Varivax)	\$21.96

Special Programs Admin. Fee only**

Influenza (VFC and special population)	\$21.96
Flumist (VFC)	\$21.96
IG – only pay administration fee	\$21.96
COVID-19 Vaccine	\$40.00

Special Programs – No Fee

Vaccines Non VFC Program

Administration Fee included in Price

All vaccines cost + \$21.96

Vital Statistics and Medical Records:

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

Miscellaneous:

Shot Record Replacement	\$1.00
Head Lice Check	\$10.00
–	
STI Exam	\$150.00

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

Lab Tests:

– Venipuncture/Court Ordered	\$15.00
Venipuncture/VDRL, Hepatitis	\$15.00

In House Testing:

Bacterial Vaginosis Point of Care	\$15.00
HCG Pregnancy Urine (Lab Test)	\$12.00
HIV C/T Rapid Test	\$50.00
HIV Rapid Test – State Program	(no charge per state contract)
Trichomonas Point of Care	\$15.00
UA w/o Micro	\$15.00
Wet Mount (Lab Test)	\$15.00
Rapid Hepatitis C Test	(no charge per state contract)
Rapid COVID Testing (pre-approved by clinic staff only)	\$150.00

External Lab Testing:

Chlamydia/GC	\$20.00
– HIV C/T Test (Sliding Scale)	\$25.00
Thin Prep Pap with Co Testing	\$90.00
Thin Prep Pap Smear	\$65.00
Syphilis Serology + venipuncture fee	\$25.48 + \$15.00
Hepatitis C + venipuncture fee	\$20.00 + \$15.00
Hepatitis B + venipuncture fee	\$15.00
– Titer (., Hep B surface, Hep C + venipuncture fee)	\$20.00 + \$15.00
Quantiferon (Risk)	–
Quantiferon	N/C
(If more than one titer is being done, only charge 1 venipuncture fee)	\$65.00 + Veni

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

Injections

Therapeutic/Antibiotic Injection Administration	\$15.00
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Dispensed Medications

Azithromycin (State Supplied)	\$0.00
Azithromycin - EPT	\$.50/pill
Imiquimod cream	\$15.00/box
Cefixime	\$3.00/pill
Condylox Gel 5% Packet	\$10.00/pck
Doxycycline 100 mg	\$0.05 per pill
Rocheptin (STD)	State Supplied
Metronidazole 500mg	\$0.25 per pill
MetronidazoleGel (per package)	\$5.00
Valtrex (per pill)	\$1.50
Fluconazole (per pill)	\$2.50

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Last Updated 9/28/2022

Penicillin injection	State supplied
*Reproductive Health Contraceptive Supplies: Sliding Fee Scale (Changes are based on our cost and changes in the cost of supplies)	
Condoms – latex (Pack of 12)	\$5.00
Condoms – non-latex (per box)	\$13.00
Condoms – Female (per 1)	\$11.00
Depo-Provera IM Injection	\$5.00 per injection
Depo Provera Subcutaneous Injection	\$25.00 per injection device
Caya	\$65.00
ECP Pills (Plan B)	\$10.00
ECP (Ella)	\$30.00
ECP My Way	\$4.00
Implanon	\$475.00
IUD (Mirena)	\$350.00
IUD (Paraguard)	\$275.00
Oral Contraceptives	\$10.00 based on cost
Slynd Oral Contraceptive based on cost) (no generic available)	\$194.00 per pack (will change)
Spermicides	\$15.00
Sponge	\$15.00
Nuva Ring	\$10.00
Xulane (per patch)	\$30.00
Annovera	\$1,300.00
<u>Reproductive Health New Patient Office Visit</u>	
99201 Problem Focused (10 min. face to face)	\$100.00 per visit
99202 Expanded Problem Focused (20 min. face to face)	\$185.00
99203 Detailed low (30 min. face to face)	\$230.00
99204 Comprehensive Moderate (45 min. face to face)	\$345.00
99205 Comprehensive High (60 min. face to face)	\$406.00
<u>New Patients Preventive Visits</u>	
<u>Code</u>	<u>Billing Price</u>
99384	\$221.00
99385	\$221.00
99386	\$221.00
<u>Reproductive Health Established Patient Office Visit</u>	
99211 RN Visit	\$79.00
99212 Problem Focused (10 min. face to face)	\$79.00
99213 Expanded Problem Focused (15 min. face to face)	\$125.00
99214 Detailed low (25 min. face to face)	\$175.00
99215 Comprehensive Moderate (40 min. face to face)	\$250.00
<u>Established Preventive Visits</u>	
99394	\$175.00
99395	\$75.00
99396	\$75.00
<u>RH Program/</u>	
Contraceptive/Counseling Visit	
Low Complexity	\$60.00
Moderate Complexity	\$167.00
High Complexity	\$260.00

DMAP Clients Only	
All inclusive visit	\$135.00
Translator Services:	
Supply Only Visit	\$6.47
Low Complexity	\$25.88
Moderate Complexity	\$51.76
High Complexity	\$77.63

Procedures

Diaphragm Fit	\$135.00
IUD Insertion	\$150.00
IUD Removal	\$175.00
Wart Treatment (1-14 – cryotherapy) (pay up front)	\$188.00
Wart Treatment (15 or more – cryotherapy) (pay up front)	\$225.00
Implanon Insertion	\$100.00
Implanon Removal	\$100.00
Suture removal	\$10.00

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

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

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

Tuberculosis Services – Medications (No Charge – State Supplied)

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

Food Service Inspection

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

Full service restaurant/caterer fees based on seating criteria	
0-15 seats	\$480.00
16-50 seats	\$545.00
51-150	\$615.00
150+ seats	\$650.00
Bed and breakfast	\$210.00
Limited service restaurant	\$250.00
Commissary	\$365.00
Warehouse	\$210.00
Mobile unit, licensed in-County	
Class I	\$250.00
Class II	\$260.00
Class III	\$285.00
Class IV	\$300.00
Mobile unit, licensed out of County, inspected in Crook County, per event	\$25.00
Temporary restaurant license, one day event	\$65.00
Temporary restaurant license, two or more days	\$70.00

Temporary restaurant discount (when applied for 10 days in advance)	\$5.00
Intermittent temporary restaurant license no more than 30 days same food/location, more than one oversight organization	\$65.00
Seasonal temporary restaurant license no more than 90 days same location/food and under one oversight organization	\$65.00
Intermittent/Seasonal Operational Review- prior to either permit being issued (needs to be obtained at least 14 days prior to license application)	\$55.00
Temporary benevolent-license (good for up to 13 one to three day events) (Must show valid IRS tax exempt I.D. number to qualify)	\$No Charge
(Intermittent and Seasonal for benevolent will require an Operational Review)	\$45.00

** Intermittent or seasonal temporaries requiring an additional inspection due to a complaint or infraction will be charged at the daily rate \$40.00
 Penalty fee for late renewal of restaurant license \$100 per mo.
 "Late" means after the 31st or last day of the month during which license was required

Vending machines inspection per company	
1-10 machines	\$50.00
11-20 machines	\$50.00
21-30 machines	\$75.00
31-40 machines	\$100.00
41-50 machines	\$125.00

Tourist Facility inspection fees	
Bed and breakfast (non-kitchen inspection)	\$100.00
Travelers accommodations	\$100.00
Recreation park	\$100.00 plus per space charge as follows:
1-50 RV spaces	per space \$2.50
51-100 RV spaces	per space \$1.50
101+ RV spaces	per space \$1.00
Organizational camps	\$150.00
Destination resort overnight lodging unit cluster license	\$175.00
Destination resort hot tub maintenance permit	\$175.00

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

<u>Food Service Plan Review Fees/Initial/New Construction</u>	
Full service restaurant	\$275.00
Bed and breakfast and restaurant (if required)	\$275.00
Commissary	\$200.00
Warehouse	\$50.00
Limited service	\$150.00
<u>Mobile units:</u>	
Class I	\$145
Class II	\$175
Class III	\$225
Class IV	\$245.00

Mobile Unit w/previous plan review	\$50.00
Organizational Camp - w/o food kitchen building	\$200.00
Organizational Camp w/ food kitchen facility	\$275.00
<u>Remodeling</u>	
Full service restaurant	\$150.00
All Others (turn-Key/no construction)	\$150.00
<u>Other:</u>	
Daycare inspection	\$100.00
School inspection	\$125.00
Public swimming pool and spa inspection fee, first pool/spa	\$350.00
Additional (year round) pools and spas	\$250.00 each
Seasonal pool	\$250.00
Additional seasonal pool/spa	\$250.00
Loan inspections water	\$145.00
Food handler certificate	\$10.00
Food handler replacement certificate	\$5.00
Administrative fee non-specific to above listed fees.	\$5.00 per 15 minutes (\$5 minimum)
Environmental health specialist consultation fee, in-house (min. hrly charge)	\$95.00
Environmental health specialist consultation fee, field (min. hrly charge)	\$145.00
Refund processing fee	\$25.00
Plan Review Packet	\$5.00

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

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

INFORMATION TECHNOLOGY (IT)

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

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

JUVENILE DEPARTMENT

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

LANDFILL

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

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

General services

Minimum disposal rate, any transaction, for county residents with resident’s I. D. card	\$10.00
Minimum disposal rate, any transaction, for Out-of-County residents	\$12.00
Disposal rate, for county residents with resident’s I. D. card, per ton	\$50.00
Disposal rate for non-county residents and residents without I.D. card, per ton	\$60.00
Mixed load disposal rate (in and out of county residents) Order 2002-45 is of no further effect.	\$65/ton (\$20 min.)
All other commercial haulers, per ton In-County	\$50.00
All other commercial haulers, per ton Out-of-County	\$60.00
Fee for unsecured/untarped loads	\$10.00
Septage waste disposal, per gallon	per gallon, \$0.11
Contaminated soil originating In-County	\$35.00 per ton +\$50 surcharge
Contaminated soil originating Out-of-County	\$45.00 per ton +\$50 surcharge
Weight Ticket Only	\$1.00

Inert material/Construction debris

Concrete/cement per ton,	\$10.00
Dirt (clean) or Sod per ton,	\$10.00
Rocks or bricks per ton,	\$10.00
Asphalt per ton,	\$10.00

Waste Recovery Fees

Composted materials purchase per yard if purchased on-site	\$14.00
Wood chips per yard if purchased on site	\$5.00
Juniper chips per yard if purchased on site	\$7.00
Gypsum per ton if purchased on site	\$40.00
Burning barrel purchase	\$10.00 per barrel
Used mobile home axle purchase	\$100.00 per axle
Sweeper brush roller purchase	\$25.00

Appliance Disposal Fee

Stoves, washers, dryers, dishwashers	\$9.00
Water heater	\$5.00
Refrigerators/air conditioners	\$15.00
Microwaves	\$3.00
Propane tanks	\$5.00

Tires

Tire fee, pick-up, up to 20 lbs. without rim	\$3.00
Tire fee, pick- up, to 40 lbs. with rim	\$6.00
Tire fee, semi-truck, up to 100 lbs. without rim	\$7.00
Tire fee, semi-truck, up to 160 lbs. with rim	\$12.00
Tire fee, giant & tractor,	\$200.00 per ton

Mobile Home Disposal Fees

(Appliance Disposal Fees are in addition to the base disposal fee. In addition, tire fees are charged if there is no axle recovery. Salvage fee is charged if there is axle recovery.)

No abandoned mobile homes or trailers accepted.

In County	\$50.00 per ton +\$300.00 surcharge
	+Appliance Disposal Fee / +Tire fees (if no axle recovery)
Out of County	\$60.00 per ton +\$500.00 surcharge
	+Appliance Disposal fees / +Tire fees (if no axle recovery)
Travel Trailers	
In County	\$50.00 per ton +\$6.00 per foot surcharge
	+Appliance Disposal Fee / +Tire fees (if no axle recovery)
Out of County	\$60.00 per ton +\$10.00 per foot surcharge
	+Appliance Disposal Fee / +Tire fees (if no axle recovery)
Campers	
In-County	\$50.00 per ton +\$25.00 surcharge
	+Appliance Disposal Fee
Out-of-County	\$60.00 per ton +\$25.00 surcharge
	+Appliance Disposal Fee

Dead Animals

Off-Load fee for dead animals	\$10.00
Commercial Hauler	\$60.00 per ton (\$20.00 minimum)
Residential In-County	\$50.00 per ton
Residential Out-of-County	\$60.00 per ton

Butcher Waste

In-County	\$50.00 per ton
Out-of-County	\$60.00 per ton

Hazardous Waste/Paint

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

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

Fluorescent Light Tubes \$0.20 cents per foot

	Undamaged	Damaged
Computers (Monitors and Towers)	N/C	per piece, N/C
Keyboard and Mouse	N/C	\$1.00
Printers	N/C	\$3.00
Televisions	N/C	N/C
Console televisions	N/C	N/C
VCRs/DVDs	N/C	\$3.00
Copy machines--large	\$25.00	\$25.00
Copy machines--small	N/C	\$3.00
Fax machines	N/C	\$3.00

Asbestos \$100.00 for first 2,000 lbs. +\$0.05 per lb. over 2,000 lbs.

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

Recyclable items

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

Antifreeze – Commercial Customers \$0.50 per gallon

Other Landfill fees

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

LIBRARY

Faxing ~~-(up to 10 pages)~~ ~~\$2.50~~Free (send & receive)
~~No International Faxing~~
 Computer print-outs/photocopies –B/W \$0.05 per side
 Computer print-outs/photocopies – color \$0.25 per side
 Nonresident card fee – 12 months \$85.00
 Nonresident card fee – 3 months \$25.00
 Nonresident card fee – 1 month \$10.00
 Interlibrary loan no-pickup fee \$5.00
 Collection fee, per account sent \$10.00
Use of Library Meeting Rooms (Broughton Room and Juniper Room)
 Non-Profits’ Use N/C
 Commercial Use \$20 per hour
 Any damages will be billed to user

MAINTENANCE DEPARTMENT

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

OPEN CAMPUS FACILITY

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

ROAD DEPARTMENT

County-Accepted and Maintained Roads

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

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

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

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

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

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

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

SHERIFF’S OFFICE

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

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

Real Property Foreclosure Sale **\$600.00 Min.**
 Includes \$89.00 statutory sheriff’s fee, one hour sale preparation time at \$32.00, pre-sale posting at \$50.00, one hour allotted for conduct of sale at \$45.00, and \$50.00 after sale posting charge PLUS additional costs incurred for advertising, staff time for preparation, conduct of sale, certified mailing and postage and certification of sale.

Personal Property Foreclosure Sale **\$475.00 Min.**
 Includes \$89.00 statutory sheriff’s fee, one hour sale preparation time at \$32.00, pre-sale posting at \$45.00, one hour allotted for conduct of sale at \$32.00, fees for publication as instructed (ORS

18.920(4)(5) PLUS additional costs incurred for preparation, conduct of sale, certified mailings and postage, folio fees, keeper fees, and other expenses incurred to conduct the sale.

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

Dog License Fees

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

* Rabies vaccination must run concurrent with the license

Kennel License Fee

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

Ranch License Fee

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

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

SURVEYOR

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

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

TREASURER/TAX COLLECTOR

Computer quick prints, per page	\$0.40
next 100 pages	\$0.20 each
additional pages	\$0.10 each

County Budget Document (bound)	\$40.00
County Budget Document (unbound)	\$25.00
Mailing materials	Cost of reproduction (above) plus actual postage cost
Monthly delinquent file listing for property taxes	\$100/month
Returned Check fee	\$25.00
Research Fee	\$15.00/1-hour min
Special Check Run (outside regular schedule)	\$25.00
Special Districts Administration fee	\$0.004***

*** This amount times the total dollar amount for accounts payable paid and gross payroll, if applicable, per month, with a minimum of \$10.00 per month.

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

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

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

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

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

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

DATED this 5th DAY OF ~~JUNE~~OCTOBER, 2022.

CROOK COUNTY COURT

Seth Crawford, Judge

Jerry Brummer, Commissioner

Brian Barney, Commissioner

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