



CROOK COUNTY COURT AGENDA

Wednesday, December 6, 2023 at 9:00 am

Crook County Annex | 320 NE Court St. | Prineville OR

Members of the public and media are welcome to attend in person or via Zoom: 1-253-215-8782;

Meeting ID: 954 2612 6858; Meeting Passcode: 178149

PUBLIC COMMENT

CONSENT AGENDA

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

- 1. 2023-2025 IGA for the Financing of Local Public Health Services in Crook County Agreement #180007-3**
- 2. 4th Quarter Fiscal Year 2023 Budget to Actual Report**
- 3. Consider approval of Central Oregon Community College affiliation agreements, for Sheriff's Office and Health Department**
- 4. Hangar Ground Lease to Shotgun Ranch Aviation, LLC**
- 5. Hangar Ground Lease to Buddy's Hangars LLC from Cannon Braatz**
- 6. Hangar Ground Lease to Buddy's Hangars LLC from Robbins Family Trust**
- 7. Airport – Execution of CORE grant Runway, design/engineering and bidding**
- 8. Approval of VBM Scan Solution purchase contract and budget**
- 9. Library Services and Technology Act grant application**

DISCUSSION

- 10. Presentation on expected terms of Community Mental Health Program funding agreement**
Requester: Rick Treleven
BestCare Treatment Services
- 11. Consider request to waive compilation fees for public records request, code compliance case no. 21-06**
Requester: Eric Blaine
County Counsel

12. Approve Order 2023-47 - Reinstating Check Signing Authority

Requester: Eric Blaine

County Counsel

13. Landfill Solid Waste Management Plan Update RFP

Requester: John Eisler/ Jacquie Davis

14. Request to approve a quitclaim deed for Tax Lot 1515 000 00 2300

Requester: Eric Blaine

County Counsel

15. Recommendation of award and tie-breaking process for Rickman Pit rock crushing request for proposal

Requester: Eric Blaine

County Counsel

16. Appointment of Executive Director to oversee the Bowman Museum

Requester: Andy Parks

17. PUBLIC HEARING: Ordinance 342 - An Ordinance amending Title 8 of the Crook County Code, adopting a new chapter to regulate the Airport

Requester: John Eisler

Assistant County Counsel

18. Secure Rural Schools (Title III) Spending Approval Request

Requester: Christina Haron

19. Department Presentations - Quarter 1 Fiscal Year 2024

Requester: Andy Parks

20. Receive results of employee straw poll

Requester: Andy Parks

ADMINISTRATOR REPORT

COURT MEMBER UPDATES

EXECUTIVE SESSION

- 21. ORS 192.660(2)(h) Consulting with Counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.**
- 22. ORS 192.660(2)(e) For the purpose of conducting deliberations with persons designated by the governing body to negotiate real property transactions**

NOTICE AND DISCLAIMER

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

Please note that while County staff members make a dedicated effort to keep this file up to date,

documents and content may be added, removed, or changed between when this file is posted online and when the County Court meeting is held. The material contained herein may be changed at any time, with or without notice.

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

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

If you are interested in obtaining additional copies of any of the documents contained herein, they may be obtained by completing a Crook County Public Records Request form. Request forms are available on the County's website or at the County Administration office at 203 NE Court Street, in Prineville.

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

Contact: Seth Crawford (seth.crawford@co.crook.or.us) (541) 447-6555 | Agenda published on 12/04/2023 at 1:34 PM

Agreement #180007



**AMENDMENT TO OREGON HEALTH AUTHORITY
2023-2025 INTERGOVERNMENTAL AGREEMENT FOR THE
FINANCING OF PUBLIC HEALTH SERVICES**

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

This **Third** Amendment to Oregon Health Authority 2023-2025 Intergovernmental Agreement for the Financing of Public Health Services, effective July 1, 2023, (as amended the “Agreement”), is between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and **Crook County**, (“LPHA”), the entity designated, pursuant to ORS 431.003, as the Local Public Health Authority for Crook County. OHA and LPHA are each a “Party” and together the “Parties” to the Agreement.

RECITALS

WHEREAS, OHA and LPHA wish to modify the Fiscal Year 2024 (FY24) Financial Assistance Award set forth in Exhibit C of the Agreement.

WHEREAS, OHA and LPHA wish to modify the Exhibit J information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200;

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

AGREEMENT

1. This Amendment is effective on **September 1, 2023**, regardless of the date this amendment has been fully executed with signatures by every Party and when required, approved by the Department of Justice. However, payments may not be disbursed until the Amendment is fully executed.
2. The Agreement is hereby amended as follows:
 - a. Exhibit C, Section 1 of the Agreement, entitled “Financial Assistance Award” for FY24 is hereby superseded and replaced in its entirety by Attachment A, entitled “Financial Assistance Award (FY24)”, attached hereto and incorporated herein by this reference. Attachment A must be read in conjunction with Section 3 of Exhibit C.
 - b. Exhibit J of the Agreement entitled “Information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200” is amended to add to the federal award information datasheet as set forth in Attachment B, attached hereto and incorporated herein by this reference.
3. LPHA represents and warrants to OHA that the representations and warranties of LPHA set forth in Section 4 of Exhibit F of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
4. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
5. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.

6. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

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

7. **Signatures.**

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

Approved by: _____

Name: /for/ Nadia A. Davidson

Title: Director of Finance

Date: _____

CROOK COUNTY LOCAL PUBLIC HEALTH AUTHORITY

Approved by: _____

Printed Name: _____

Title: _____

Date: _____

DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY

Agreement form group-approved by Steven Marlowe, Senior Assistant Attorney General, Tax and Finance Section, General Counsel Division, Oregon Department of Justice by email on August 11, 2023, copy of email approval in Agreement file.

REVIEWED BY OHA PUBLIC HEALTH ADMINISTRATION

Reviewed by: _____

Name: Rolonda Widenmeyer (or designee)

Title: Program Support Manager

Date: _____

**Attachment A
Financial Assistance Award (FY24)**

State of Oregon Oregon Health Authority Public Health Division		
1) Grantee Name: Crook County Street: 375 NE Beaver St., Suite 100 City: Prineville State: OR Zip: 97754-1802	2) Issue Date Friday, September 1, 2023	This Action Amendment
	3) Award Period From July 1, 2023 through June 30, 2024	

4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE01-01	State Support for Public Health	\$32,258.00	\$0.00	\$32,258.00
PE01-12	ACDP Infection Prevention Training	\$1,517.82	\$0.00	\$1,517.82
PE10-02	Sexually Transmitted Disease (STD)	\$52,904.00	\$0.00	\$52,904.00
PE12-01	Public Health Emergency Preparedness and Response (PHEP)	\$70,381.00	\$0.00	\$70,381.00
PE13	Tobacco Prevention and Education Program (TPEP)	\$222,439.86	\$0.00	\$222,439.86
PE36	Alcohol & Drug Prevention Education Program (ADPEP)	\$112,660.00	\$0.00	\$112,660.00
PE40-01	WIC NSA: July - September	\$52,815.00	\$0.00	\$52,815.00
PE40-02	WIC NSA: October - June	\$158,450.00	\$0.00	\$158,450.00
PE40-05	Farmer's Market	\$2,378.00	\$0.00	\$2,378.00
PE42-03	MCAH Perinatal General Funds & Title XIX	\$2,187.00	\$0.00	\$2,187.00
PE42-04	MCAH Babies First! General Funds	\$6,989.00	\$0.00	\$6,989.00
PE42-06	MCAH General Funds & Title XIX	\$4,101.00	\$0.00	\$4,101.00
PE42-11	MCAH Title V	\$21,633.00	\$0.00	\$21,633.00
PE42-12	MCAH Oregon Mothers Care Title V	\$11,412.00	\$0.00	\$11,412.00
PE42-13	Family Connects Oregon	\$50,000.00	\$0.00	\$50,000.00
PE43-01	Public Health Practice (PHP) - Immunization Services	\$10,792.00	\$0.00	\$10,792.00
PE44-01	SBHC Base	\$60,000.00	\$0.00	\$60,000.00
PE44-02	SBHC - Mental Health Expansion	\$113,236.00	\$0.00	\$113,236.00
PE46-05	RH Community Participation & Assurance of Access	\$17,113.68	\$0.00	\$17,113.68
PE50	Safe Drinking Water (SDW) Program (Vendors)	\$38,728.00	\$0.00	\$38,728.00
PE51-01	LPHA Leadership, Governance and Program Implementation	\$305,640.00	\$0.00	\$305,640.00
PE51-03	ARPA WF Funding	\$0.00	\$10,656.00	\$10,656.00
PE51-05	CDC PH Infrastructure Funding	\$155,440.41	\$0.00	\$155,440.41
PE62	Overdose Prevention-Counties	\$18,680.00	\$0.00	\$18,680.00
PE62-02	Fentanyl Campaign Funds	\$10,000.00	\$0.00	\$10,000.00
		\$1,531,755.77	\$10,656.00	\$1,542,411.77

5) Foot Notes:	
PE10-02	7/15/2023: Full FY24 award funds may be used in FY24 during the period of 7/1/23-12/31/2023 due to DIS WF federal grant funding being cut by CDC on 12/31/23.
PE10-02	8/2023: Prior Footnote dated 7/15/2023 Null and Void. Full FY24 award funds may now be used in FY24 during the period of 7/1/23-01/31/2024 due to new guidance from the CDC.
PE40-01	7/2023: Unspent SFY2024 Q1 award will be rescinded by the state, cannot be carried over to SFY2024 Q2-4 period.
PE40-02	7/2023: Q2-4 Unspent grant award will be rescinded by the state at end of SFY2024
PE42-11	7/2023: Indirect charges cap at 10%.
PE42-12	7/2023: Indirect Charges cap at 10%.
PE43-01	7/2023: Awarded funds can be spent on allowable costs for the period of 7/1/2023 - 9/30/23. Any unspent funds will be de-obligated.
PE43-01	9/2023: Prior Footnote dated 7/2023 Null and Void.
PE51-01	7/2023: Bridge funding for 7/1/23-9/30/23.
PE51-01	8/2023: Prior Footnote dated 7/2023 Null and Void
PE51-03	9/2023: Federal funds expire 6/30/24 and will be ineligible for carryover into SFY25.

6) Comments:	
PE01-01	8/2023: Prior Comment dated 7/2023 Null and Void 7/2023: SFY24 funding available 7/1/23-9/30/23 only.
PE12-01	8/2023: Prior Comment dated 7/2023 Null and Void 7/2023: SFY24 Award funding for first 3 months only
PE13	9/2023: All Prior Comments Null and Void 7/15/23: SFY24 Award adding funding for 10/1/23-6/30/24 7/2023: SFY24 Bridge Funding 7/1/23-9/30/23
PE40-01	7/2023: SFY2024 Q1 WIC NSA grant award. \$10,563 must spent on Nutrition Ed; \$1,575 on BF Promotion. Underspend Q1 award cannot be carried over to Q2-4 period.
PE40-02	7/2023: SFY2024 Q2-4 grant award. \$31,690 must be spent on Nutrition Ed, \$4,726 on BF Promotion.
PE40-05	7/2023: SFY2024 WIC Farmers Market Mini grant award. Final Q2 Rev & Exp Report is required for final accounting. Underspent funds will be rescinded by the state in February 2024
PE51-05	7/2023: SFY24 Award Available 7/1/23-6/30/24. Funds are available 7/1/23-11/30/27. Unspent Funds in SFY24 will be carried over to the next fiscal year.
PE62	7/2023: FY24 funds available 7/1/23-9/29/23 only.
PE62-02	7/2023: De-obligated anticipated unspent funds from SFY23 per county request and moving to SFY24. Funds available 7/1/23-8/31/23 only.

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

Attachment B
Information required by CFR Subtitle B with guidance at 2 CFR Part 200

PE51-03 ARPAAWF Funding

Federal Award Identification Number:	NU90TP922194
Federal Award Date:	10/05/22
Budget Performance Period:	07/01/2021-06/30/2024
Awarding Agency:	CDC
CFDA Number:	93.354
CFDA Name:	Public Health Emergency Response: Cooperative Agreement for Emergency Response: Public Health Crisis Response
Total Federal Award:	25,667,917
Project Description:	Cooperative Agreement for Emergency Response: Public Health Crisis Response - 2018
Awarding Official:	Jaime Jones
Indirect Cost Rate:	17.64%
Research and Development (T/F):	FALSE
HIPPA	No
PCA:	50271
Index:	50107

Agency	UEI	Amount	Grand Total:
Crook	W2NEWLAM2YM6	\$10,656.00	\$10,656.00

AGENDA ITEM REQUEST



Date:

10/26/2023

Meeting date desired:

11/8 & 11/22

Subject:

2023-2025 IGA for the Financing of Local Public Health Services in Crook County Agreement #180007-3

Background and policy implications:

One of many periodic contract amendments updating program-level funding. This specific amendment reallocates ARPA Workforce funds (PE51-03) rolled over from FY23

Budget/fiscal impacts:

\$10,656 awarded for FY24

Requested by:

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

Presenters:

Katie Plumb, Health & Human Services Director

Legal review (only if requested):

Elected official sponsor (if applicable):

/

DOCUMENT RETURN STATEMENT

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

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

Document number: _____, hereinafter referred to as "Document."

I, _____
Name Title

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

_____ by email.

Contractor's name

On _____,
Date

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

Authorizing signature

Date

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



Fourth Quarter Report

Period Ending June 30, 2023



Crook County Page 12
Oregon

June 30, 2023

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

We are pleased to report on activities and progress we have made on County goals on behalf of Crook County for the fourth quarter ended June 30, 2023. The report includes comparisons of actual to budgeted amounts, a County-wide summary of beginning fund balance, current period resources and expenditures, and the ending fund balance for all funds. The financial information presented is unaudited and any significant adjustments are noted. Additionally, we include a debt summary and a schedule of key metrics for the County's debt which can be found on the last page.

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

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

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

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

Operations

- Airport
 - Awarded the engineering portion of the request for proposals for new T-Hangar construction grant
- Facilities
 - Hired a new Facilities and Capital Projects Manager to fill the vacant Facilities Director position
- Fairgrounds
 - Successfully hosted the Crooked River Roundup Rodeo to sell out crowds and rave reviews
- Finance
 - Continued the fiscal year 2024 budget process including Budget Meetings as well as assembling the Budget document itself for adoption as well as submission for the Government Finance Officers Association's (GFOA) Distinguished Budget Presentation Award



- Health Department
 - Began the process to bring billing back internally to reduce costs and 3rd party billing errors
- Information Technology
 - Began implementation of the IT Strategic Plan Roadmap and discussion of a Chief information Officer position
- Justice Center
 - During the quarter, steel work was completed, the concrete for the upper floors of the building was poured, and internal framing began
- Landfill
 - Completed the annual Environmental Monitoring Report
 - Completed the Department of Environmental Quality 4th quarter reporting
- Library
 - Received a Ford Foundation Grant that will be used for strategic planning
- Public Works
 - A Public Works director was hired to help oversee the Road Department, Weed Department, and Landfill.
- Sheriff's Office
 - The 12 vehicles purchased with the Oregon American Rescue Plan Act (ARPA) funds arrived and were sent for upfit

If you have questions, please let us know.

Sincerely,

Christina Haron

Christina Haron, CPA
Finance Director



County-wide – All Funds

The County began the quarter with a combined \$92.7 million fund balance. During the quarter, the County received \$17.57 million in revenue, had operating expenditures of \$13.56 million, invested \$9.51 million in capital, and paid \$0.73 million in debt service. The County’s ending combined fund balance totals \$86.47 million. Total ending fund balance across the County meets or exceeds the desired minimum per the County’s fiscal policies, however, several funds individually are below the policy minimums. These shortfalls are being addressed in fiscal years 2023 and 2024. Detailed information per fund is presented on the individual fund pages.

Quarter Ended June 30, 2023

Information for the April 1, 2023 – June 30, 2023 quarter only

FUND	BEGINNING		TOTAL		CAPITAL		TOTAL		ENDING
	FUND BALANCE	REVENUE	RESOURCES	EXPENDITURES	OUTLAY	DEBT SERVICE	EXPENDITURES	FUND BALANCE	
General Fund	\$ 4,748,384	\$ 5,146,301	\$ 9,894,685	\$ 2,901,835	\$ 98,482	\$ -	\$ 3,000,317	\$ 6,894,368	
Road Fund	15,231,716	2,136,009	17,367,725	1,394,760	265,438	-	1,660,197	15,707,527	
Sheriff's Office	6,196,424	1,754,668	7,951,092	3,421,375	757,155	-	4,178,531	3,772,561	
Community Development	10,913,881	582,740	11,496,621	947,991	-	-	947,991	10,548,630	
Landfill	5,023,531	791,444	5,814,974	465,297	-	-	465,297	5,349,677	
Health Services Fund	3,537,432	(113,068)	3,424,364	948,549	19,308	-	967,857	2,456,507	
Facilities	863,757	800,990	1,664,746	435,038	11,688	113,200	559,926	1,104,820	
Library	1,092,582	51,875	1,144,456	392,344	-	-	392,344	752,112	
Fairgrounds	61,058	1,073,966	1,135,024	236,866	486,022	-	722,888	412,136	
Airport	(392,379)	2,933,418	2,541,039	77,505	48,862	275,415	401,783	2,139,256	
Weed Control	266,883	58,113	324,996	71,077	-	-	71,077	253,919	
Veterans Services	86,408	86,444	172,852	63,076	-	-	63,076	109,776	
Capital Asset Reserve Fund	10,930,363	65,407	10,995,769	-	2,500,000	-	2,500,000	8,495,769	
Capital Project Funds									
Justice Center and Courthouse	31,480,662	141,031	31,621,693	389,536	5,319,395	-	5,708,932	25,912,762	
Other Non-Major Funds									
Debt Service Funds	345,024	20,686	365,710	-	-	342,500	342,500	23,210	
Mental Health Fund	11,036	1,460,253	1,471,288	1,458,593	-	-	1,458,593	12,695	
Special Transportation Fund	795,501	21,984	817,485	45,839	-	-	45,839	771,646	
Title III Fund	495,639	93,355	588,993	-	-	-	-	588,993	
Crook County School Fund	-	205,125	205,125	205,125	-	-	205,125	-	
Video Lottery Fund	348,442	132,793	481,236	57,692	-	-	57,692	423,544	
Surveyor	180,305	13,361	193,666	11,962	-	-	11,962	181,704	
Clerk Special Revenue Fund	235,501	7,523	243,024	3,493	-	-	3,493	239,532	
Comm College Edu Center Fund	131,947	50,840	182,787	-	-	-	-	182,787	
Crooked River Watershed	(2,642)	37,481	34,839	31,111	-	-	31,111	3,728	
Tourism Fund	84,110	9,885	93,995	-	-	-	-	93,995	
Taylor Grazing Fund	37,796	3,403	41,199	-	-	-	-	41,199	
COUNTY TOTAL	92,703,359	17,566,026	110,269,385	13,559,066	9,506,351	731,115	23,796,532	86,472,853	

*Due to deferral of \$1.01M in unspent, restricted grant funding received at the end of the year, the Health Services Fund is reporting negative revenue for the quarter.

COUNTY-WIDE - ALL FUNDS
Revenues and Expenditures, Actuals and Budgeted
Amounts in thousands



General Fund

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

Overall revenue for the fourth quarter was about eighty-four percent (84.2%) of the estimated budget. Overall revenue for the entire year came in consistent with budget at ninety nine percent (98.5%). Tax collection revenue for the quarter was three hundred ninety eight percent (397.5%) of the estimated budget due to the timing of payments in lieu of tax. Overall, tax revenue came in at one hundred twenty percent (119.6%) for the year due to an additional Facebook building receiving occupancy and taxes coming in above the fiscal year 2022 levy, compared to a budgeted levy increase of five and one-half percent (5.5%).

Intergovernmental revenue was sixty one percent (61.1%) of the estimated quarterly budget and only eighty six percent (85.6%) for the entire year due to the timing of revenue recognition for the American Rescue Plan Act (ARPA) grant dollars as many expenditures using those dollars will happen in fiscal year 2024 when the new CIO is hired to lead the IT Roadmap work. Licenses, permits and fees collected during the fourth quarter were one hundred forty-six percent (146.4%) of the estimated quarter budget and came in at about one hundred six percent (105.7%) of the total budget for the year. Charges for services for the quarter were roughly one hundred sixty five percent (165.2%) of the quarter estimated budget but ended the year at only sixty six percent (65.6%) of the total budget due to the deferral of restricted grant revenue for election expenses that will be incurred in the next fiscal year. Lastly, Miscellaneous revenue collection for the quarter is over two thousand five hundred percent (2,483.1%) of the quarterly budget and totaled over twenty-six hundred percent (2,605.3%) of the budget for the year due to investment interest and the sale of County owned property.

For the fourth quarter, overall expenditures were consistent with budget at one hundred five percent (104.8%) and were consistent with budget for the year at ninety two percent (92.1%). Expenditures during the quarter for the County Clerk, County Court, Information Technology, Legal Counsel, and Victim's Assistance were consistent with budget (within ten percent (10%) of the quarterly budget). The Finance, GIS, and Natural Resources Departments were slightly over budget due to the timing of expenditures (more than 10% over budget but less than 15% over budget). The remaining departments were under budget (over 10% less than the budget for the quarter).

For the year, expenditures are consistent with budget (within 10% of the budget) for all departments, except for Human Resources and Transfers which both came below budget.

Human Resources expenditures continued to be below budgeted due to staffing vacancies and deferring programs until staffing was filled. Transfers were below budget due to several revenues that were budgeted as transfers being other types of revenue and several changes in transfer revenue that were unneeded and not completed.



Overall, the General Fund realized an increase in fund balance of \$2.15 million during the quarter.

The year end fund balance of \$6.89 million is \$0.40 million more than budgeted due to the timing of spending of ARPA grant dollars and meets fiscal policy requirements.

During the quarter, the Assessor's Office completed the annual CAFFA Reporting.

The County Clerk's office successfully completed the District Election in May with record voter turnout at over 39% and completed a very large records request spanning several years. The County Clerk attended the iGo Conference (International Association of Government Officials) with sessions regarding election security and safety, legislation and rank choice voting which are all hot topics in Oregon and allows her to know what is ahead for our Oregon voters, Election Officials, and Election workers.

The District Attorney's office continues to work through cases that were back logged due to COVID during the quarter while continuing to train new staff. They also realigned staff with roles and responsibilities to better workflow in the office.

The Finance Department continued the fiscal year 2024 budget process including Budget Meetings as well as assembling the Budget document itself for adoption as well as submission for the Government Finance Officers Association's (GFOA) Distinguished Budget Presentation Award. The Senior Accountant attended the annual GFOA Conference in Portland, OR.

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

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



General Fund

CATEGORY	4TH QUARTER (Apr '23-Jun '23)				FY 2023 YTD (Jul '22-Jun '23)				FOR INFORMATIONAL PURPOSES	
	ESTIMATED BUDGET	ACTUAL	VARIANCE	% REC'D OR SPENT	12 MO EST BUDGET	12 MO ACTUAL	12 MO VARIANCE	% REC'D OR SPENT	BUDGET FY 2023	FULL YEAR ESTIMATE
Revenues										
Taxes	\$ 187,400	\$ 744,888	\$ 557,488	397.5%	\$ 3,748,000	\$ 4,480,949	\$ 732,949	119.6%	\$ 3,748,000	\$ 4,078,000
Intergovernmental	4,588,206	2,803,681	(1,784,525)	61.1%	15,821,400	13,540,324	(2,281,076)	85.6%	15,821,400	12,738,000
Internal Service	961,175	1,096,068	134,893	114.0%	3,844,700	3,977,310	132,610	103.4%	3,844,700	3,846,000
Licenses, Permits & Fees	101,225	148,159	46,934	146.4%	404,900	427,833	22,933	105.7%	404,900	397,000
Charges for Services	24,225	40,014	15,789	165.2%	96,900	63,527	(33,373)	65.6%	96,900	62,000
Miscellaneous	12,625	313,492	300,867	2483.1%	50,500	1,315,653	1,265,153	2605.3%	50,500	1,037,000
Total Revenues	5,874,856	5,146,301	(728,555)	87.6%	23,966,400	23,805,596	(160,804)	99.3%	23,966,400	22,158,000
Expenditures										
Assessor's Office	327,236	287,162	40,074	87.8%	1,128,400	1,054,897	73,503	93.5%	1,128,400	1,094,000
County Clerk	172,579	155,476	17,103	90.1%	595,100	538,649	56,451	90.5%	595,100	560,000
County Court	280,430	289,473	(9,043)	103.2%	967,000	930,048	36,952	96.2%	967,000	935,000
District Attorney	502,164	444,659	57,505	88.5%	1,731,600	1,572,050	159,550	90.8%	1,731,600	1,601,000
Finance	352,350	396,502	(44,152)	112.5%	1,215,000	1,176,852	38,148	96.9%	1,215,000	1,158,000
GIS	74,095	91,139	(17,044)	123.0%	255,500	252,438	3,062	98.8%	255,500	255,000
Human Resources	214,687	160,772	53,915	74.9%	740,300	513,277	227,023	69.3%	740,300	495,000
Information Technology	278,650	280,867	(2,217)	100.8%	1,114,600	1,090,530	24,070	97.8%	1,114,600	1,083,000
Juvenile	333,906	290,938	42,968	87.1%	1,151,400	1,034,901	116,499	89.9%	1,151,400	1,033,000
Legal Counsel	131,450	144,226	(12,776)	109.7%	525,800	521,845	3,955	99.2%	525,800	524,000
Natural Resources	15,250	17,075	(1,825)	112.0%	61,000	60,274	726	98.8%	61,000	60,000
Non-Departmental	71,250	58,860	12,390	82.6%	285,000	240,894	44,106	84.5%	285,000	245,000
Victims Assistance	108,373	97,819	10,554	90.3%	373,700	334,063	39,637	89.4%	373,700	355,000
Special Payments	-	-	-	-	11,006,100	11,004,657	1,443	100.0%	11,006,100	11,004,000
Transfers	-	285,350	(285,350)	-	2,164,112	1,141,700	1,022,412	52.8%	2,164,112	1,159,000
Total Expenditures	2,862,420	3,000,317	(137,897)	104.8%	23,314,612	21,467,076	1,847,536	92.1%	23,314,612	21,561,000
Revenues over (under) Expenditures	3,012,436	2,145,984	(866,452)	71.2%	651,788	2,338,521	1,686,733	358.8%	651,788	597,000
Beginning Fund Balance	3,477,052	4,748,384	1,271,332	136.6%	5,837,700	4,555,847	(1,281,853)	78.0%	5,837,700	4,556,000
Ending Fund Balance	\$ 6,489,488	\$ 6,894,368	\$ 404,880	106.2%	\$ 6,489,488	\$ 6,894,368	\$ 404,880	106.2%	\$ 6,489,488	\$ 5,153,000
Contingency									6,489,488	-

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

GENERAL FUND
Revenues and Expenditures, Actuals and Budgeted
Amounts in thousands



Road Fund

This fund accounts for the County's Road related activities. During the first quarter of the fiscal year, the County agreed to the State taking administrative responsibility for a \$3.7 million grant.

Overall revenue collected was eighty-four percent (84.0%) of the estimated quarterly budget and overall revenue for the year came in at ninety-four percent (94.1%) of the annual budget. Intergovernmental revenue was about eighty percent (79.4%) of the estimated quarterly budget due to the timing of the receipt of a payment from the state that was pushed to the next fiscal year due to restructuring of the Surface Transportation Program Fund Exchange and a reduction of the Motor Vehicle Revenue at the state level. Intergovernmental revenue for the year ended up at eighty eight percent (88.4%) of the budget. Licenses, Permits, and Fees were about eighty-six percent (85.8%) of the estimated quarterly budget and total Licenses, Permits and Fees were consistent with budgeted amounts for the year. Charges for services for the quarter came in at over three thousand three hundred percent (3,338.1%) of the budget and ended the year with total charges for services totaling over one thousand six hundred percent (1,616.4%) of yearly budget due to several large payments from surrounding Counties. Miscellaneous revenue collected for the quarter was two hundred sixty two percent (261.5%) of the quarterly estimated budget and over two hundred twenty-four percent (224.1%) of the annual budget due to increased interest revenue from strategic investment of the reserves for this department.

For the quarter, overall expenditures were roughly fifty-nine percent (59.2%) of the estimated budget for the quarter. Overall expenditures for the year came in at about eighty percent (80.1%) of the total budget. Personnel expenditures were eighty-nine percent (89.3%) of the quarterly budget and came in consistent with budget for the year at ninety nine percent (98.7%). Materials and Services expenditures for the quarter were only fifty one percent (51.0%) of the estimated budget and came in at just shy of sixty nine percent (68.7%) of the budget for the year due to the timing of the rock crushing and chip seal project expenses which will be paid early in fiscal year 2024. Capital Outlay expenditures were fifty four percent (54.0%) of the quarterly budget and came in at just over eighty percent (80.4%) for the year due to the timing of vehicle purchases which were delayed to the next fiscal year due to supply chain issues and the timing of the costs to finish up the administrative side of the Weigand Bridge.

Overall, the fund balance increased by \$0.475 million for the quarter.

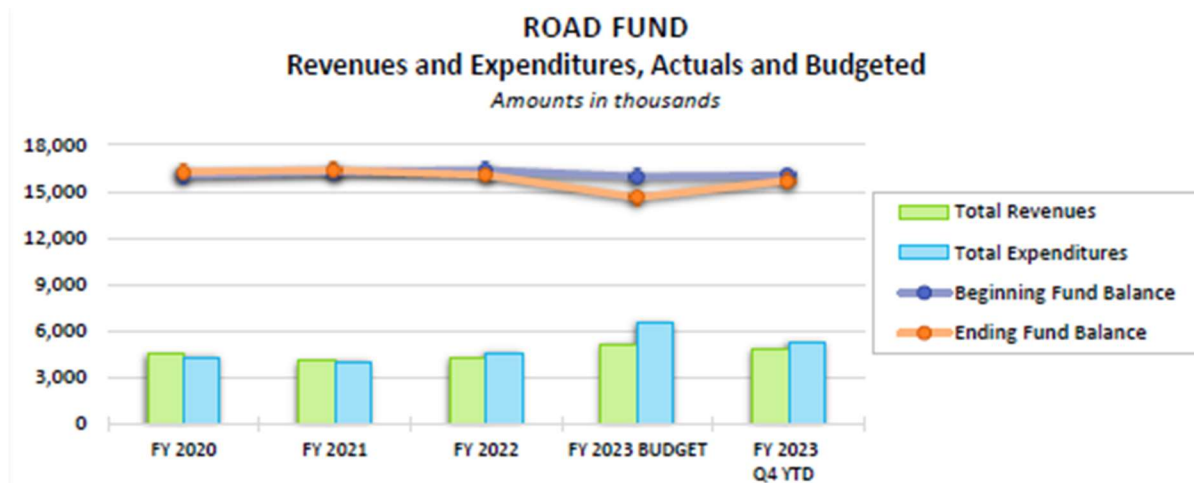
The year-end fund balance for the fiscal year of \$15.7 million exceeds the budget and the desired minimum fiscal policy.

During the quarter, a new Road Superintendent was hired, and construction of the Weigand Bridge was completed. However, there will be some lingering administrative costs related to the bridge in the first quarter of the fiscal year. The chip seal project on 35 miles of road in Powell Butte began.



Road Fund

CATEGORY	4TH QUARTER (Apr '23-Jun '23)				FY 2023 YTD (Jul '22-Jun '23)				FOR INFORMATIONAL PURPOSES	
	ESTIMATED BUDGET	ACTUAL	VARIANCE	% REC'D OR SPENT	12 MO EST BUDGET	12 MO ACTUAL	12 MO VARIANCE	% REC'D OR SPENT	BUDGET FY 2023	FULL YEAR ESTIMATE
Revenues										
Intergovernmental	\$ 2,498,500	\$ 1,983,354	\$ (515,146)	79.4%	\$ 4,997,000	\$ 4,416,435	\$ (580,565)	88.4%	\$ 4,997,000	\$ 4,609,000
Licenses, Permits & Fees	5,250	4,505	(745)	85.8%	21,000	20,114	(887)	95.8%	21,000	21,000
Charges for Services	1,500	50,072	48,572	3338.1%	6,000	96,986	90,986	1616.4%	6,000	75,000
Miscellaneous	37,500	98,078	60,578	261.5%	150,000	336,162	186,162	224.1%	150,000	313,000
Total Revenues	2,542,750	2,136,009	(406,741)	84.0%	5,174,000	4,869,697	(304,303)	94.1%	5,174,000	5,018,000
Expenditures										
Personnel	560,280	500,253	60,027	89.3%	1,932,000	1,905,942	26,058	98.7%	1,932,000	1,924,000
Materials & Services	1,752,740	894,507	858,233	51.0%	3,186,800	2,189,567	997,233	68.7%	3,186,800	2,528,000
Capital Outlay	491,750	265,438	226,312	54.0%	1,405,000	1,129,566	275,434	80.4%	1,405,000	1,307,000
Total Expenditures	2,804,770	1,660,197	1,144,573	59.2%	6,523,800	5,225,075	1,298,725	80.1%	6,523,800	5,759,000
Revenues over (under) Expenditures	(262,020)	475,812	737,832	-181.6%	(1,349,800)	(355,379)	994,421	26.3%	(1,349,800)	(741,000)
Beginning Fund Balance	14,882,220	15,231,716	349,496	102.3%	15,970,000	16,062,906	92,906	100.6%	15,970,000	16,063,000
Ending Fund Balance	\$ 14,620,200	\$ 15,707,527	\$ 1,087,327	107.4%	\$ 14,620,200	\$ 15,707,527	\$ 1,087,327	107.4%	\$ 14,620,200	\$ 15,322,000
Contingency									900,800	-
Reserved for Future Expenditure									13,719,400	-



Sheriff's Office Fund

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

During the quarter, overall revenue was one hundred forty percent (140.3%) of the estimated quarter budget and came in at one hundred three percent (102.5%) of the budget for the year. Intergovernmental revenue was one hundred fifty two percent (152.0%) of the estimated quarter budget due to the timing of the spending of grant dollars for vehicles which arrived in the fourth quarter. Intergovernmental revenue was consistent with budget for the year at ninety seven percent (97.4%). Transfers and interfund revenue were much higher than anticipated due to increases in jail bed revenue for the quarter and totaled one hundred nineteen percent (118.9%) of the annual budget. Charges for services revenue collected was about one hundred eighty percent (179.6%) of the quarterly estimated budget due to increases related to gun and concealed carry licensing because of new legislation and in total came in at over two hundred fifty percent (250.7%) of the annual budget. Miscellaneous revenue was over twelve hundred percent (1274%) of the estimated budget for the quarter due to interest revenue received and reimbursements. Miscellaneous revenue finished the year at about nine hundred sixty three percent of the budget.

For the quarter, overall expenditures were about one hundred six percent (105.9%) of the estimated quarter budget with expenditures coming in at about eighty eight percent (87.5%) of the total annual budget for the year. Most significantly, expenditures in the Sheriff's Office were one hundred twenty-three percent (122.8%) of the quarterly budget due to the timing of receipt of the vehicles purchased with grant funds during the quarter. The Jail expenditures are lower than budget for the quarter at eighty-seven percent (87.1%) due to the timing of the jail van which will be received next fiscal year. Overall, Jail expenditures remain under budget for the year at eighty-nine percent (88.9%).

Emergency & Special Services expenses are lower than budgeted at about sixty-five percent (65.1%) of the quarterly budget partially due to a vacant position as well as reduced program needs. Emergency & Special Services expenditures ended the year at seventy-six percent (75.8%) of the total budget. Parole and Probation is greater than the quarterly budget at one hundred seven percent (106.9%) for expenditures also due to the timing of vehicle purchases delivered in the fourth quarter. Parole and Probation's expenditures for the year were seventy-nine percent (79.3%) of the budget.

Overall, the fund balance decreased by \$2.42 million during the quarter, which was expected. The primary driver being the timing of the receipt of property taxes which are the department's main source of revenue.

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



Sheriff's Office Fund

Revenue exceeded expenditures by \$0.53 million for the fiscal year, which is greater than the budget by approximately \$2.0 million. The fiscal year-end fund balance of \$3.24 million exceeds budget and the desired minimum per fiscal policy.

During the third quarter, the County applied for a mental health grant to implement a peer support program for their staff.

During the first quarter, the Sheriff's Office initiated acquisition of vehicles to replace most of its aging fleet, funded by \$1.0 million of American Rescue Plan Act (ARPA) funds passed through to the County from the State of Oregon. We began receiving and upfitting those vehicles during the third quarter with many received in the fourth quarter. Upfit of the vehicles expected to continue into the next fiscal year due to supply chain issues.

CATEGORY	4TH QUARTER (Apr '23-Jun '23)				FY 2023 YTD (Jul '22-Jun '23)				FOR INFORMATIONAL PURPOSES	
	ESTIMATED BUDGET	ACTUAL	VARIANCE	% REC'D OR SPENT	12 MO EST BUDGET	12 MO ACTUAL	12 MO VARIANCE	% REC'D OR SPENT	BUDGET FY 2023	FULL YEAR ESTIMATE
Sheriff's Office Revenues										
Taxes	\$ 415,050	\$ 220,755	\$ (194,295)	53.2%	\$ 8,301,000	\$ 8,422,428	\$ 121,428	101.5%	\$ 8,301,000	\$ 8,584,000
Intergovernmental	803,050	1,220,661	417,611	152.0%	3,212,200	3,127,708	(84,492)	97.4%	3,212,200	3,322,000
Transfers and Interfund	-	227,760	227,760		487,900	580,184	92,284	118.9%	487,900	463,000
Licenses, Permits & Fees	23,675	35,714	12,039	150.9%	94,700	124,530	29,830	131.5%	94,700	79,000
Charges for Services	6,075	10,910	4,835	179.6%	24,300	60,913	36,613	250.7%	24,300	61,000
Miscellaneous	3,050	38,867	35,817	1274.3%	12,200	117,453	105,253	962.7%	12,200	101,000
Total Revenues	1,250,900	1,754,668	503,768	140.3%	12,132,300	12,433,217	300,917	102.5%	12,132,300	12,610,000
Expenditures										
Sheriff's Office	1,795,419	2,205,084	(409,665)	122.8%	6,191,100	5,593,386	597,714	90.3%	6,191,100	5,973,000
Jail	1,354,068	1,179,335	174,733	87.1%	4,669,200	4,149,405	519,795	88.9%	4,669,200	4,166,000
Emerg & Special Services	131,312	85,513	45,799	65.1%	452,800	343,381	109,419	75.8%	452,800	342,000
Parole & Probation	663,114	708,599	(45,485)	106.9%	2,286,600	1,812,597	474,003	79.3%	2,286,600	1,879,000
Total Expenditures	3,943,913	4,178,531	(234,618)	105.9%	13,599,700	11,898,768	1,700,932	87.5%	13,599,700	12,360,000
Revenues over (under) Expenditures	(2,693,013)	(2,423,863)	269,150	90.0%	(1,467,400)	534,449	2,001,849	-36.4%	(1,467,400)	250,000
Beginning Fund Balance	4,205,613	6,196,424	1,990,811	147.3%	2,980,000	3,238,112	258,112	108.7%	2,980,000	3,238,000
Ending Fund Balance	\$ 1,512,600	\$ 3,772,561	\$ 2,259,961	249.4%	\$ 1,512,600	\$ 3,772,561	\$ 2,259,961	249.4%	\$ 1,512,600	\$ 3,488,000
Contingency									1,512,600	-

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

SHERIFF'S OFFICE FUND
Revenues and Expenditures, Actuals and Budgeted
Amounts in thousands



Community Development Fund

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

During the quarter, overall revenue was about forty-nine percent (48.5%) of the quarterly budget and total overall revenue for the year was about sixty two percent (61.8%) of the budget. During the quarter, licenses, permits, and fees revenue collected were significantly less than budget at forty-four (43.8%) of the budget and ended the year with total licenses, permits and fees at fifty eight percent (58.3%) of the total budget. Charges for Services revenue were also significantly below budget for the quarter and the year. Miscellaneous revenue came in higher than expected for the quarter and for the year due to rising interest rates. The Building, Planning, and On-Site Departments experienced a decrease in revenue due to the interest rate environment and subsequent slowing real estate and building market. Specifically, Planning has seen a sharp decrease in activity while Building has seen similar activity but with projects at significantly smaller levels. Additionally, the data centers continue to pause building due to the pending advent of new technology that will require remodeling. The reductions in revenue resulting from slowing residential and commercial markets are consistent across the state. On a positive note, code compliance continues to address more complaints for the quarter than prior years.

Total expenditures were about seventy percent (70.3%) of the estimated quarter budget and total expenditures for the year were seventy six percent (76%) of the annual budget. Expenditures were under budget due to the reduction in workload, most significantly, contract services for outside reviewers. Additionally, the reduction in expenditures is due to the timing of payment for vehicles purchases for building and electrical that have been ordered but not delivered due to supply chain issues, with payment due upon delivery.

For the quarter, the fund balance decreased by \$0.365 million, which is a greater loss than anticipated for the quarter due to the reduction in revenue.

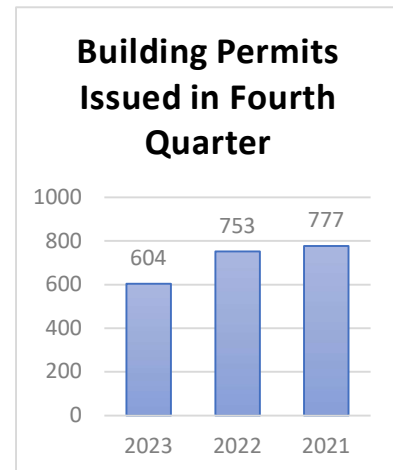
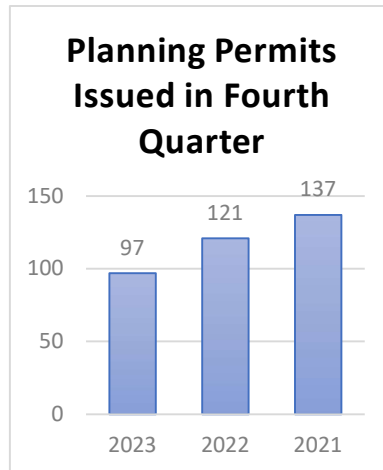
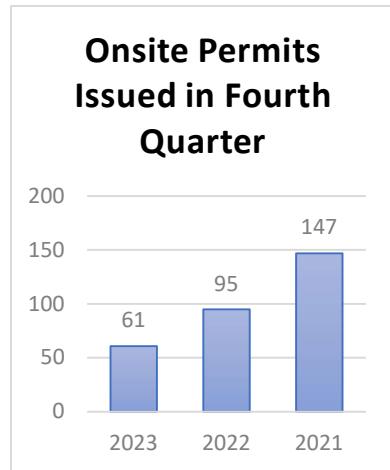
Revenues were lower due to a slowing real estate market resulting from a significant increase in borrowing costs. Because of work that will be completed during fiscal year 2023 related to projects where fees were collected in prior years, revenues were expected to be less than expenditures. The fiscal year ending fund balance of \$10.55 million exceeds the desired minimum for fiscal policy but is less than budgeted.

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

During the quarter, the competitive process continued for the Transportation System Plan update in the Planning department. Planning and the Compliance departments continue to work together on the Juniper Acres review.

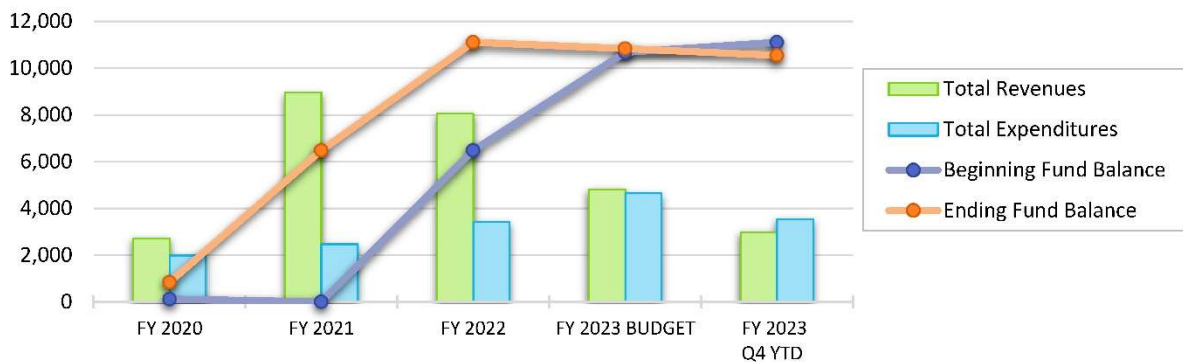


Community Development Fund



CATEGORY	4TH QUARTER (Apr '23-Jun '23)				FY 2023 YTD (Jul '22-Jun '23)				FOR INFORMATIONAL PURPOSES	
	ESTIMATED BUDGET	ACTUAL	VARIANCE	% RECVD OR SPENT	12 MO EST BUDGET	12 MO ACTUAL	12 MO VARIANCE	% RECVD OR SPENT	BUDGET FY 2023	FULL YEAR ESTIMATE
Revenues										
Licenses, Permits & Fees	\$ 1,173,175	\$ 514,160	\$ (659,015)	43.8%	\$ 4,692,700	\$ 2,738,179	\$ (1,954,521)	58.3%	\$ 4,692,700	\$ 3,042,000
Charges for Services	2,025	330	(1,695)	16.3%	8,100	2,826	(5,274)	34.9%	8,100	3,000
Miscellaneous	27,500	68,250	40,750	248.2%	110,000	232,437	122,437	211.3%	110,000	217,000
Total Revenues	1,202,700	582,740	(619,960)	48.5%	4,810,800	2,973,442	(1,837,358)	61.8%	4,810,800	3,262,000
Expenditures										
Building	754,261	577,250	177,011	76.5%	2,600,900	2,041,919	558,981	78.5%	2,600,900	2,065,000
Code Enforcement	31,900	30,662	1,238	96.1%	110,000	105,879	4,121	96.3%	110,000	108,000
Electrical	191,922	108,612	83,310	56.6%	661,800	488,520	173,280	73.8%	661,800	496,000
On-Site	93,525	73,066	20,459	78.1%	322,500	267,691	54,809	83.0%	322,500	270,000
Planning	276,747	158,401	118,346	57.2%	954,300	627,935	326,365	65.8%	954,300	641,000
Total Expenditures	1,348,355	947,991	400,364	70.3%	4,649,500	3,531,944	1,117,556	76.0%	4,649,500	3,582,000
Revenues over (under) Expenditures	(145,655)	(365,251)	(219,596)	250.8%	161,300	(558,502)	(719,802)	-346.3%	161,300	(320,000)
Beginning Fund Balance	10,983,555	10,913,881	(69,674)	99.4%	10,676,600	11,107,133	430,533	104.0%	10,676,600	11,107,000
Ending Fund Balance	\$ 10,837,900	\$ 10,548,630	\$ (289,270)	97.3%	\$ 10,837,900	\$ 10,548,630	\$ (289,270)	97.3%	\$ 10,837,900	\$ 10,787,000
Contingency									1,969,600	-
Reserved for Future Expenditure									8,868,300	-

COMMUNITY DEVELOPMENT FUND
Revenues and Expenditures, Actuals and Budgeted
Amounts in thousands



Landfill Fund

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

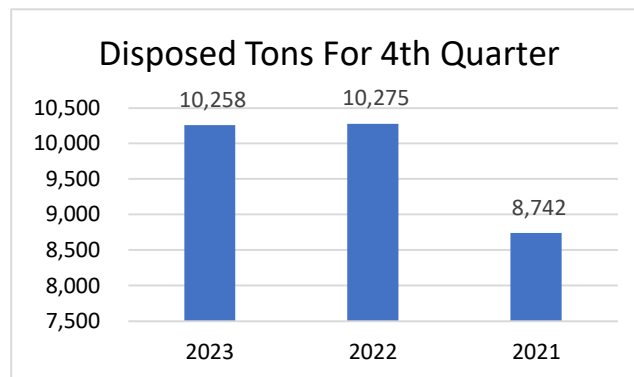
During the quarter, overall revenue collected was roughly one hundred thirty percent (130.5%) of the estimated quarter budget, and one hundred thirteen percent (112.5%) of the annual budget. Licenses, Permits and Fees revenue collected during the quarter were over one hundred twenty-six percent (126.1%) of the quarterly budget one hundred twelve percent (112.4%) of the annual budget. Charges for Services revenue is lower than expected for the quarter at sixty-nine percent (68.6%) of the quarterly budget, however for the year, total Charges for Services were over one hundred twenty seven percent of the annual budget (126.9%). Miscellaneous revenue is about two hundred twenty nine percent (229.3%) of the expected budget for the quarter due to increased interest revenue and timing of vehicle fuel reimbursement revenue and finished out the year at one hundred four percent of the annual budget.

For the quarter, overall expenditures were about seventy three percent (73.0%) of the quarterly budget. Personnel expenditures are below budget for the quarter and for the year due to the resignation of the landfill director and the lead equipment operator position remaining unfilled. Materials and services are consistent with the budget for the quarter and under budget at ninety one percent (91.3%) for the year. No capital outlay was spent in the quarter and for the year capital outlay came in at eighty-one percent (81.3%) of the budget due to purchasing equipment cheaper than had been budgeted.

For the quarter, the fund balance increased by \$326,146, greater than the quarterly budget estimates.

The ending fund balance for the year of \$5.3 million is greater than budgeted and exceeds the desired minimum per fiscal policy. This fund balance also allows adequate reserves to cover the Landfill's post closure liability.

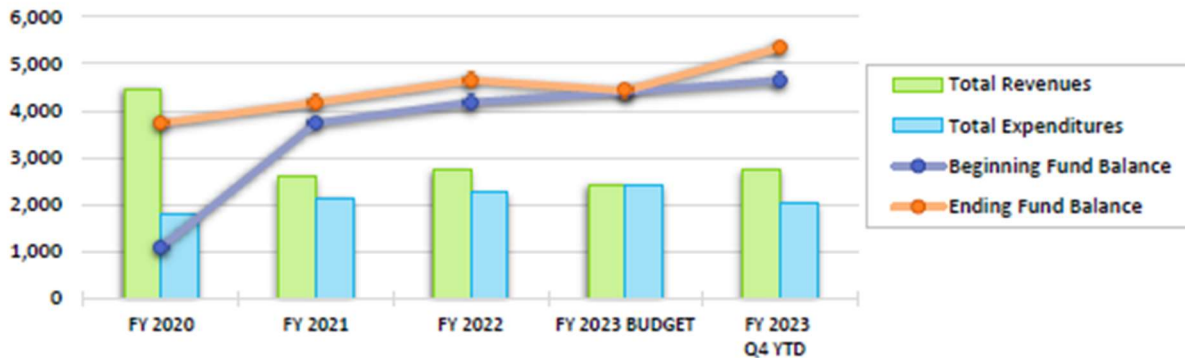
During the quarter, internal promotions were made for a Landfill Operations Manager and a Landfill Operations Lead.



Landfill Fund

CATEGORY	4TH QUARTER (Apr '23-Jun '23)				FY 2023 YTD (Jul '22-Jun '23)				FOR INFORMATIONAL PURPOSES	
	ESTIMATED BUDGET	ACTUAL	VARIANCE	% REC'D OR SPENT	12 MO EST BUDGET	12 MO ACTUAL	12 MO VARIANCE	% REC'D OR SPENT	BUDGET FY 2023	FULL YEAR ESTIMATE
Revenues										
Licenses, Permits & Fees	\$ 531,250	\$ 669,704	\$ 138,454	126.1%	\$ 2,125,000	\$ 2,387,615	\$ 262,615	112.4%	\$ 2,125,000	\$ 2,245,000
Charges for Services	31,250	21,426	(9,824)	68.6%	125,000	158,573	33,573	126.9%	125,000	171,000
Miscellaneous	43,750	100,314	56,564	229.3%	175,000	181,821	6,821	103.9%	175,000	122,000
Total Revenues	606,250	791,444	185,194	130.5%	2,425,000	2,728,009	303,009	112.5%	2,425,000	2,538,000
Expenditures										
Personnel	269,236	184,937	84,299	68.7%	928,400	722,603	205,797	77.8%	928,400	718,000
Materials & Services	276,025	280,361	(4,336)	101.6%	1,104,100	1,008,136	95,964	91.3%	1,104,100	1,104,000
Capital Outlay	92,500	-	92,500	0.0%	370,000	300,740	69,260	81.3%	370,000	370,000
Total Expenditures	637,761	465,297	172,464	73.0%	2,402,500	2,031,479	371,021	84.6%	2,402,500	2,192,000
Revenues over (under) Expenditures	(31,511)	326,146	357,657	-1035.0%	22,500	696,531	674,031	3095.7%	22,500	346,000
Beginning Fund Balance	4,459,011	5,023,531	564,520	112.7%	4,405,000	4,653,146	248,146	105.6%	4,405,000	4,653,000
Ending Fund Balance	\$ 4,427,500	\$ 5,349,677	\$ 922,177	120.8%	\$ 4,427,500	\$ 5,349,677	\$ 922,177	120.8%	\$ 4,427,500	\$ 4,999,000
Contingency									208,100	-
Reserved for Future Expenditure									4,219,400	-

LANDFILL FUND
Revenues and Expenditures, Actuals and Budgeted
Amounts in thousands



Health Services Fund

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

During the quarter, overall revenue is negative due to the correction of restricted revenue reporting including deferral of restricted Intergovernmental revenue for grants and charges for services, that were not spent in the fiscal year. Deferred revenue totaled approximately \$1.01 million and will be recognized when corresponding qualifying expenses are made in the future years.

Transfers and Interfund revenue was consistent with budget for the quarter and for the year. Licenses, Permits and Fees came in below budget for the quarter at seventy percent (70.1%) but one hundred twelve percent (112.2%) for the year due to the timing of collections. Charges for Services were one hundred five percent for the year even with the deferral of some of that revenue in the last quarter due to the increase in vaccinations and other services not utilized during COVID. Finally, miscellaneous revenue collected for the quarter was over four hundred thirty percent (435.6%) of the quarterly budget and ended the year at three hundred twenty seven percent (326.5%) of the budget due to increased interest revenue from investments.

For the quarter, overall expenditures were ninety-one percent (91.4%) of the estimated budget and came in at eighty-two percent (82.4%) of the total budget for the year. The Health Department expenditures were nearly ninety-eight percent (97.7%) of the quarterly budget and consistent with budget for the year overall at ninety nine percent (99%). Grant funded health program expenditures for the quarter were eighty-eight percent (88.2%) of the estimated budget and came in at seventy six percent (75.8%) of the budget for the total year due to unstaffed grant programs. Environmental Health's expenditures for the quarter were one hundred sixteen percent (115.5%) due to the timing of expenditures and remained consistent with the budget at ninety seven percent (96.6%) for the year.

Overall, the fund balance decreased by \$1.08 million for the quarter, the decrease was due to the deferral of \$1.01 million of restricted revenue that will be utilized in future years.

The ending fund balance of \$2.46 million for the year exceeds the desired minimum per fiscal policy, however, addressing staffing shortages and maintaining service levels continue to be a focus during the year.

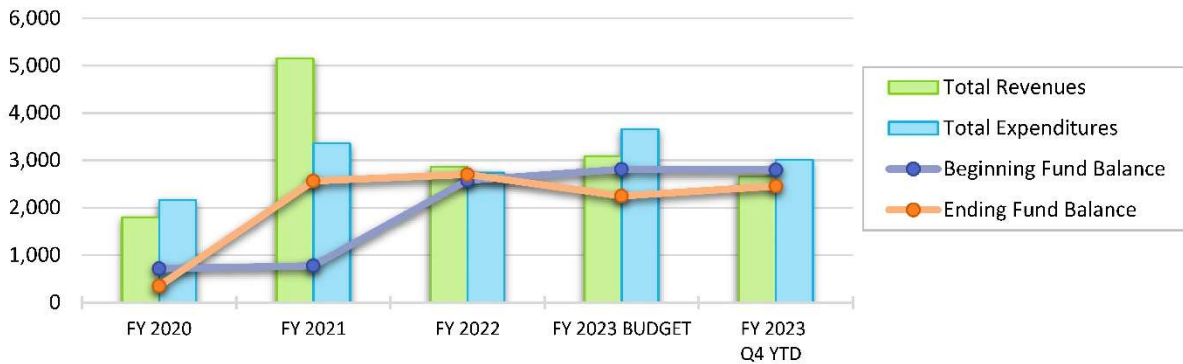
The Health Department continued to fill staffing vacancies and begin work on grant funded programs that were paused due to lack of staffing. They also completed the build out of their time and effort tracking for grants as required by the OHA and various other agencies while completing several audits for various grants.



Health Services Fund

CATEGORY	4TH QUARTER (Apr '23-Jun '23)				FY 2023 YTD (Jul '22-Jun '23)				FOR INFORMATIONAL PURPOSES	
	ESTIMATED BUDGET	ACTUAL	VARIANCE	% RECV'D OR SPENT	12 MO EST BUDGET	12 MO ACTUAL	12 MO VARIANCE	% RECV'D OR SPENT	BUDGET FY 2023	FULL YEAR ESTIMATE
Revenues										
Intergovernmental	\$ 435,433	\$ (270,051)	\$ (705,484)	-62.0%	\$ 1,741,730	\$ 1,237,573	\$ (504,157)	71.1%	\$ 1,741,730	\$ 2,139,000
Transfers and Interfund	182,750	182,900	150	100.1%	731,000	731,000	-	100.0%	731,000	731,000
Licenses, Permits & Fees	20,025	14,039	(5,986)	70.1%	80,100	89,902	9,802	112.2%	80,100	85,000
Charges for Services	128,400	(61,952)	(190,352)	-48.2%	513,600	540,388	26,788	105.2%	513,600	703,000
Miscellaneous	5,050	21,997	16,947	435.6%	20,200	65,945	45,745	326.5%	20,200	57,000
Total Revenues	771,658	(113,068)	(884,726)	-14.7%	3,086,630	2,664,808	(421,822)	86.3%	3,086,630	3,715,000
Expenditures										
Health Department	270,886	264,597	6,289	97.7%	934,089	925,169	8,920	99.0%	934,089	930,000
Grant-Funded Health Program	758,162	668,767	89,395	88.2%	2,614,350	1,982,756	631,594	75.8%	2,614,350	1,887,000
Environmental Health	29,870	34,493	(4,623)	115.5%	103,000	99,541	3,459	96.6%	103,000	96,000
Total Expenditures	1,058,918	967,857	91,061	91.4%	3,651,439	3,007,466	643,973	82.4%	3,651,439	2,913,000
Revenues over (under) Expenditures	(287,260)	(1,080,924)	(793,664)	376.3%	(564,809)	(342,658)	222,151	60.7%	(564,809)	802,000
Beginning Fund Balance	2,532,451	3,537,432	1,004,981	139.7%	2,810,000	2,799,165	(10,835)	99.6%	2,810,000	2,799,000
Ending Fund Balance	\$ 2,245,191	\$ 2,456,507	\$ 211,316	109.4%	\$ 2,245,191	\$ 2,456,507	\$ 211,316	109.4%	\$ 2,245,191	\$ 3,601,000
Contingency									2,245,191	-

HEALTH AND HUMAN SERVICES FUND
Revenues and Expenditures, Actuals and Budgeted
Amounts in thousands



Facilities Internal Services Fund

This fund accounts for all the County's building facilities activities. The primary revenue sources are rent and operating expense recovery charges paid by departments for the building space they occupy.

During the quarter, overall revenue was greater than budgeted, one hundred fifty-eight percent (158.1%) due recognition of ARPA grant dollars in Intergovernmental that were not budgeted. For the year, overall revenue came in at one hundred twenty-three (123.2%) of budget. Internal Service revenue for the quarter was less than budgeted at eighty eight percent (88.2%) due to year end reconciliation of internal service fees which still came in within budget at ninety seven percent (96.5%). Charges for Services revenue was significantly higher than budget for the quarter at over four hundred thirty five percent (435.6%) due to projects completed for the Extension Office. For the year, charges for services were almost four hundred ninety five percent of the budget (494.5%). Miscellaneous revenue collected for the quarter is over five hundred sixty percent (562.4%) of the quarterly budget due to increased interest revenue from investments and an increase in the rent for broadband and cell towers. Miscellaneous revenue finished the year at over four hundred thirty percent (432.5%) of the annual budget.

For the quarter, operating expenditures were slightly less than the quarterly budget. Personnel expenditures for the quarter were ninety-four percent (93.7%) due to staffing changes. Personnel expenditures for the year came in at ninety-six percent (95.5%) of the total budget. Materials and Services expenditures were consistent with the quarterly budget and remained slightly lower than budget at ninety three percent (92.6%) for the year. Capital expenditures planned for the quarter were below budget at ten percent (10.7%) due to a hold on improvements to buildings the County may not need in the future. Capital expenditures for the year remained below budget at thirty seven percent (36.8%).

For the quarter, the fund balance increased by \$0.24 million. This increase was primarily driven by the deferred spending and additional charges for services revenue as discussed above.

The ending fund balance for the fiscal year of \$1.10 million for the year is greater than budgeted and exceeds the desired minimum per fiscal policy.

The percentage of planned maintenance work orders versus reactive or emergency maintenance work orders that Facilities handles continues to improve in the fourth quarter. Additionally, accessibility projects were continued in the fourth quarter.

The Facilities Department continued to develop a 10-year capital replacement schedule for County buildings in conjunction with a use assessment that analyses the condition of current County Buildings to utilize the space the County has most efficiently and effectively.

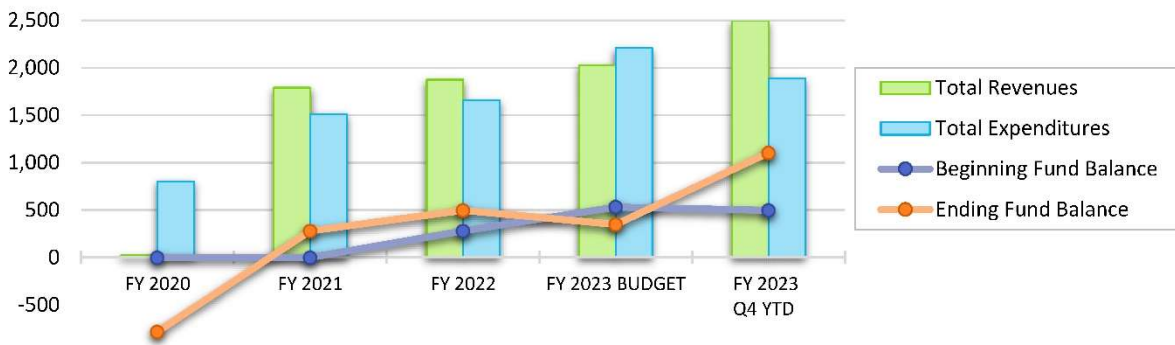


Facilities Internal Services Fund

CATEGORY	4TH QUARTER (Apr '23-Jun '23)				FY 2023 YTD (Jul '22-Jun '23)				FOR INFORMATIONAL PURPOSES	
	ESTIMATED BUDGET	ACTUAL	VARIANCE	% REC'D OR SPENT	12 MO EST BUDGET	12 MO ACTUAL	12 MO VARIANCE	% REC'D OR SPENT	BUDGET FY 2023	FULL YEAR ESTIMATE
Revenues										
Intergovernmental	\$ -	\$ 339,828	\$ 339,828		\$ -	\$ 483,659	\$ 483,659		\$ -	\$ 373,000
Internal Service	502,750	443,242	(59,508)	88.2%	2,011,000	1,941,359	(69,641)	96.5%	2,011,000	1,922,000
Charges for Services	2,500	10,890	8,390	435.6%	10,000	49,447	39,447	494.5%	10,000	44,000
Miscellaneous	1,250	7,031	5,781	562.4%	5,000	21,626	16,626	432.5%	5,000	18,000
Total Revenues	506,500	800,990	294,490	158.1%	2,026,000	2,496,091	470,091	123.2%	2,026,000	2,357,000
Expenditures										
Personnel	139,954	131,191	8,763	93.7%	482,600	460,983	21,617	95.5%	482,600	466,000
Materials & Services	303,700	303,847	(147)	100.0%	1,214,800	1,124,400	90,400	92.6%	1,214,800	1,200,000
Capital Outlay	108,900	11,688	97,212	10.7%	330,000	121,350	208,650	36.8%	330,000	150,000
Debt Service	113,375	113,200	175	99.8%	181,400	181,400	-	100.0%	181,400	181,000
Total Expenditures	665,929	559,926	106,003	84.1%	2,208,800	1,888,133	320,667	85.5%	2,208,800	1,997,000
Revenues over (under) Expenditures	(159,429)	241,064	400,493	-151.2%	(182,800)	607,958	790,758	-332.6%	(182,800)	360,000
Beginning Fund Balance	508,929	863,757	354,828	169.7%	532,300	496,862	(35,438)	93.3%	532,300	497,000
Ending Fund Balance	\$ 349,500	\$ 1,104,820	\$ 755,320	316.1%	\$ 349,500	\$ 1,104,820	\$ 755,320	316.1%	\$ 349,500	\$ 857,000
Contingency									349,500	-

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

FACILITIES FUND
Revenues and Expenditures, Actuals and Budgeted
Amounts in thousands



Library Fund

This fund accounts for the County's library activities, including the Law Library. The primary revenue source to fund library operations is a portion of the County's general property tax levy (96.0% of total revenue).

Tax collection revenue for the quarter was approximately sixty-five percent (64.9%) of the quarterly estimated budget, however, as noted earlier property taxes were anticipated to be slightly greater than budgeted for the fiscal year as the actual levy was eight percent (8%) above the fiscal year 2022 levy, compared to a budgeted levy increase of five and one-half percent (5.5%). This resulted in annual tax revenue of just over one hundred one percent (101.8%) of the budget. During the quarter, there was no Intergovernmental revenue collected, which is consistent with the quarterly estimated budget.

Intergovernmental revenue for the year came in at one hundred eleven percent (110.7%) due to increased Fine revenue and Photocopy fees. Licenses, permits and fees collected for the quarter were twenty-six percent (26.0%) due to the majority of funds being received in the first quarter, revenue was one hundred five percent (105%) of the annual budget. Miscellaneous revenue collected for the quarter is about two hundred sixty-nine percent (134.3%) of the quarter budget due to an increase in donations received and interest revenue. Miscellaneous revenue remained significantly higher than budgeted for the year for those reasons.

For the quarter, overall Library expenditures are above the estimated quarterly budget at one hundred four percent (104.5%), however, for the year, total expenditures were slightly under budget at ninety six percent (96.1%). Library expenditures are about one hundred three percent (103.7%) of the quarterly estimated budget due to the hiring of a new Library Director and retaining the part time Assistant Library Director, however, total Library expenditures came in slightly under budget at ninety seven percent (97.3%) for the year. Library grants and donations are consistent with the budget at one hundred percent (99.9%) for the quarter, however, grant and donation spending were only sixty three percent (62.6%) of the total budget for the year. Law Library expenditures are strictly personnel and are one hundred forty-four (144%) of budget for the quarter due to the timing of collection development purchases at the end of the year. Law Library expenditures remained under budget for the year at eighty eight percent (88.4%).

For the quarter, the fund balance decreased by \$0.34 million due to the timing of the receipt of tax revenue collection earlier in the year.

The year end fund balance of \$752,000 exceeds the budget and desired minimum per fiscal policy.

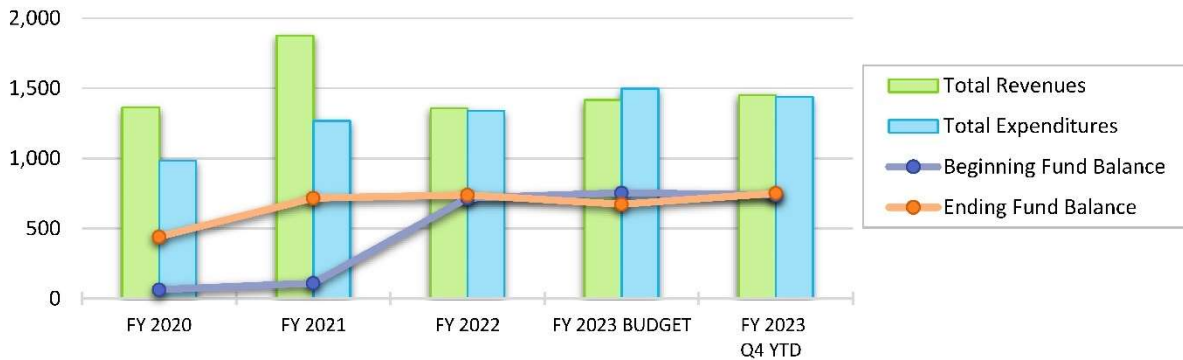
During the quarter, the Library hired a new Director who also began looking at ways to increase the Library's outreach to outlying areas in Crook County as well as review open positions and staff to ensure that employees skills were being used to the fullest and provide opportunities for advancement.



Library Fund

CATEGORY	4TH QUARTER (Apr '23-Jun '23)				FY 2023 YTD (Jul '22-Jun '23)				FOR INFORMATIONAL PURPOSES	
	ESTIMATED BUDGET	ACTUAL	VARIANCE	% REC'D OR SPENT	12 MO EST BUDGET	12 MO ACTUAL	12 MO VARIANCE	% REC'D OR SPENT	BUDGET FY 2023	FULL YEAR ESTIMATE
Revenues										
Taxes	\$ 68,000	\$ 44,155	\$ (23,845)	64.9%	\$ 1,360,000	\$ 1,384,568	\$ 24,568	101.8%	\$ 1,360,000	\$ 1,419,000
Intergovernmental	-	-	-		9,579	10,608	1,029	110.7%	9,579	11,000
Licenses, Permits & Fees	6,875	1,787	(5,088)	26.0%	27,500	28,886	1,386	105.0%	27,500	28,000
Charges for Services	-	(783)	(783)		-	849	849		-	2,000
Miscellaneous	5,000	6,716	1,716	134.3%	20,000	27,583	7,583	137.9%	20,000	23,000
Total Revenues	79,875	51,875	(28,000)	64.9%	1,417,079	1,452,494	35,415	102.5%	1,417,079	1,483,000
Expenditures										
Library	356,420	369,532	(13,112)	103.7%	1,425,679	1,387,327	38,352	97.3%	1,425,679	1,391,000
Library Grants and Donations:	10,800	10,786	14	99.9%	43,200	27,058	16,142	62.6%	43,200	31,000
Law Library	8,352	12,026	(3,674)	144.0%	28,800	25,467	3,333	88.4%	28,800	28,000
Total Expenditures	375,572	392,344	(16,772)	104.5%	1,497,679	1,439,851	57,828	96.1%	1,497,679	1,450,000
Revenues over (under) Expenditures	(295,697)	(340,470)	(44,773)	115.1%	(80,600)	12,643	93,243	-15.7%	(80,600)	33,000
Beginning Fund Balance	970,297	1,092,582	122,285	112.6%	755,200	739,470	(15,730)	97.9%	755,200	739,000
Ending Fund Balance	\$ 674,600	\$ 752,112	\$ 77,512	111.5%	\$ 674,600	\$ 752,112	\$ 77,512	111.5%	\$ 674,600	\$ 772,000
Contingency									674,600	-

LIBRARY FUND
Revenues and Expenditures, Actuals and Budgeted
Amounts in thousands



Fairgrounds Fund

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

During the quarter, overall revenue was fifty-nine percent (59.7%) of the quarter budget and thirty percent (30.4%) of the annual budget. Tax revenue for the quarter was one hundred eighty-two percent (182.7%) of the budget and one hundred thirty two percent (132.4%) for the year due to transient room tax revenue being higher than expected. Intergovernmental revenue accounts for revenue from the State of Oregon Fairground Infrastructure Grant expended for capital projects for the quarter is below budget, at forty-four percent (44.3%) and at fifty three percent (52.8%) of the budget for the year due to the timing of expenditures which were budgeted in the current year but will be completed in the next fiscal year. Transfers and Interfund revenue collected are ninety-five percent (94.7%) of the quarter budget and ninety-five percent (94.9%) of budget for the year. Licenses, permits, and fees received were consistent with the budget for the quarter but one hundred fifty five percent (154.5%) of the annual budget. Miscellaneous revenue was nearly one hundred sixty percent (159.6%) of the budget for the quarter due to the recognition of donations and increased interest, however, for the year, interest did not make up the reduction in donations expected and Miscellaneous revenue remained below budget at eighty-eight percent (87.8%).

For the quarter, operating expenditures were less than the estimated quarter budget at thirty-eight percent (38.1%) and sixty percent (59.6%) for the year. Personnel and capital outlay expenditures are consistent with the budget estimated for the quarter and the year. Materials and services expenditures are one hundred forty percent (139.5%) of the quarter budget due to the timing of spending for the Fair but finished the year consistent with the budget. Originally all spending for the \$2.3 million in grant funds was accounted for in capital outlay, however, due to some equipment purchases being under the County's capitalization threshold, a budget adjustment was completed to account for increased spending for minor equipment in materials and services for the year. Capital outlay for the quarter is twenty-nine percent (28.6%). Capital outlay expenditures are significantly less than budget for the year, as grant proceeds were fully appropriated during fiscal year 2023, however, the timing of the improvements, equipment purchases, and major repairs were anticipated to extend over the next two years depending upon availability of contractors and equipment.

For the quarter, the fund balance increased by \$351,000, significantly more than budgeted, due to the increase in transient room tax.

The ending fund balance of \$412,136 for the year is more than budgeted and gets this fund much closer to the desired minimum per fiscal policy. Additional revenue opportunities are being explored to provide sustainable funding and offset the rising costs of the Crook County Fair and fairgrounds operations.

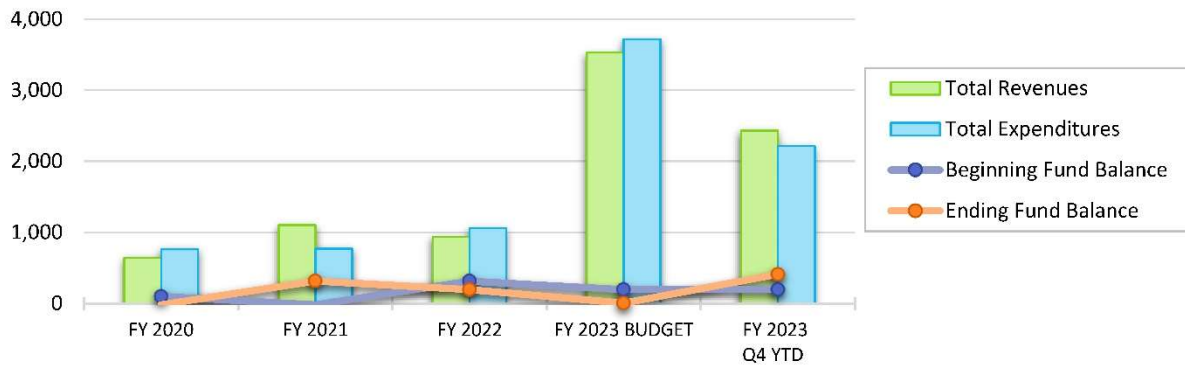
During the quarter, the Fairgrounds finished the new water tower and successfully hosted many events including the Crooked River Roundup Rodeo and several High School and PeeWee Rodeo events, including the Oregon High School Rodeo State Finals.



Fairgrounds Fund

CATEGORY	4TH QUARTER (Apr '23-Jun '23)				FY 2023 YTD (Jul '22-Jun '23)				FOR INFORMATIONAL PURPOSES	
	ESTIMATED BUDGET	ACTUAL	VARIANCE	% RECVD OR SPENT	12 MO EST BUDGET	12 MO ACTUAL	12 MO VARIANCE	% RECVD OR SPENT	BUDGET FY 2023	FULL YEAR ESTIMATE
Revenues										
Taxes	\$ 45,000	\$ 82,203	\$ 37,203	182.7%	\$ 180,000	\$ 238,392	\$ 58,392	132.4%	\$ 180,000	\$ 180,000
Intergovernmental	1,573,975	697,033	(876,942)	44.3%	2,421,500	1,278,764	(1,142,736)	52.8%	2,421,500	1,249,000
Transfers and Interfund	85,600	81,100	(4,500)	94.7%	342,400	325,000	(17,400)	94.9%	342,400	342,000
Licenses, Permits & Fees	750	707	(43)	94.3%	3,000	4,634	1,634	154.5%	3,000	4,000
Charges for Services	-	62,454	62,454		203,900	253,185	49,285	124.2%	203,900	287,000
Miscellaneous	94,300	150,469	56,169	159.6%	377,200	331,176	(46,024)	87.8%	377,200	353,000
Total Revenues	1,799,625	1,073,966	(725,659)	59.7%	3,528,000	2,431,150	(1,096,850)	68.9%	3,528,000	2,415,000
Expenditures										
Personnel	110,833	114,973	(4,140)	103.7%	380,000	382,311	(2,311)	100.6%	380,000	375,000
Materials & Services	87,360	121,893	(34,533)	139.5%	728,000	716,894	11,106	98.5%	728,000	708,000
Capital Outlay	1,697,605	486,022	1,211,583	28.6%	2,611,700	1,115,932	1,495,768	42.7%	2,611,700	1,134,000
Total Expenditures	1,895,798	722,888	1,172,910	38.1%	3,719,700	2,215,137	1,504,563	59.6%	3,719,700	2,217,000
Revenues over (under) Expenditures	(96,173)	351,078	447,251	-365.0%	(191,700)	216,013	407,713	-112.7%	(191,700)	198,000
Beginning Fund Balance	100,473	61,058	(39,415)	60.8%	196,000	196,123	123	100.1%	196,000	196,000
Ending Fund Balance	\$ 4,300	\$ 412,136	\$ 407,836	9584.6%	\$ 4,300	\$ 412,136	\$ 407,836	9584.6%	\$ 4,300	\$ 394,000
Contingency									4,300	-

FAIRGROUNDS FUND
Revenues and Expenditures, Actuals and Budgeted
Amounts in thousands



Airport Fund

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

During the quarter, revenue was ninety-seven percent (97.0%) of the quarterly estimated budget. Intergovernmental revenue expected in the fourth quarter for grant projects is expected to be received in the next fiscal year due to the timing of grant reimbursement requests and approvals. Charges for services revenue was one hundred forty-six percent (146.5%) for the quarter budget due to the timing of receipt of the rent payments for the helibase from the Forest Service and an infrastructure payment on a leased hangar space. Miscellaneous revenue received for the quarter consisted of interest on investments and \$2,500,000 from the County for land at the airport. The sale of property to the County is intended to capitalize the airport for income generating improvements allowing it to become a self-sustaining operation.

For the quarter, Materials and Services expenditures were one-hundred twenty-four percent (123.5%) of the budget due to timing of expenditures but remained under budget for the year at ninety percent (89.8%). Carryover grant funded projects that were anticipated to be completed in the fourth quarter were not completed as the grants were not awarded before year end. For the quarter, Capital Outlay was nine percent (8.8%) of the budget for the quarter and twenty-nine percent (29.2%) for the year. Bond payments were made as expected during the quarter, however, the debt owed to the City of Prineville for Airport Infrastructure paid in full in the fourth quarter was significantly less than budgeted resulting in debt payments coming in at sixty four percent (63.7%) of budget for the year.

For the quarter, the fund balance increased by \$2.53 million due to the revenue from the sale of property and infrastructure payment for leased hangar.

The ending fund balance for the year of \$2.14 million for the year is more than budgeted and meets the desired minimum per fiscal policy.

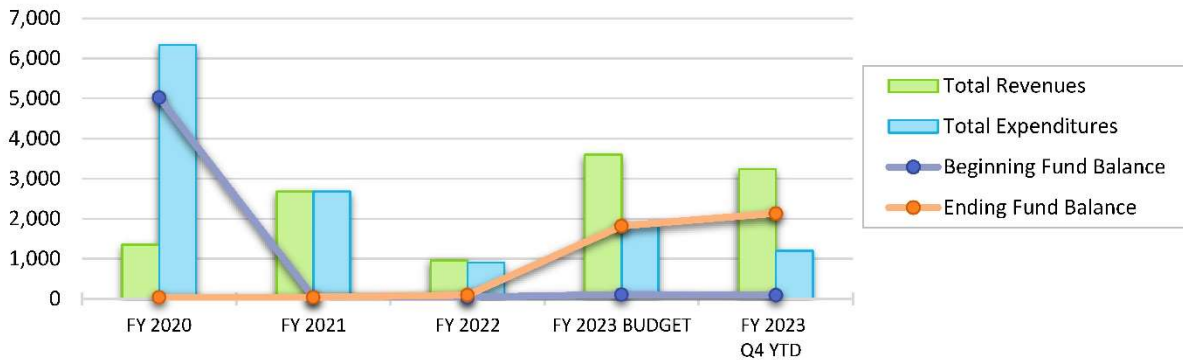
During the quarter, the airport continued the planning and engineering work for the new grant funded T-hangar project and considered the impact of having an FBO (fixed-based operator) at the airport to provide fueling and other services as included in the business plan finalized last quarter.



Airport Fund

CATEGORY	4TH QUARTER (Apr '23-Jun '23)				FY 2023 YTD (Jul '22-Jun '23)				FOR INFORMATIONAL PURPOSES	
	ESTIMATED BUDGET	ACTUAL	VARIANCE	% REC'D OR SPENT	12 MO EST BUDGET	12 MO ACTUAL	12 MO VARIANCE	% REC'D OR SPENT	BUDGET FY 2023	FULL YEAR ESTIMATE
Revenues										
Intergovernmental	\$ 657,000	\$ 267,013	\$ (389,987)	40.6%	\$ 657,000	\$ 299,013	\$ (357,987)	45.5%	\$ 657,000	\$ 145,000
Charges for Services	107,350	157,257	49,907	146.5%	429,400	416,541	(12,859)	97.0%	429,400	346,000
Miscellaneous	2,259,000	2,509,148	250,148	111.1%	2,510,000	2,526,479	16,479	100.7%	2,510,000	2,517,000
Total Revenues	3,023,350	2,933,418	(89,932)	97.0%	3,596,400	3,242,034	(354,366)	90.1%	3,596,400	3,008,000
Expenditures										
Materials & Services	62,745	77,505	(14,760)	123.5%	418,300	375,485	42,815	89.8%	418,300	408,000
Capital Outlay	555,000	48,862	506,138	8.8%	555,000	162,281	392,719	29.2%	555,000	175,000
Debt Service										
Principal	495,750	275,415	220,335	55.6%	661,000	425,415	235,585	64.4%	661,000	661,000
Interest	-	-	-	-	252,000	237,874	14,126	94.4%	252,000	252,000
Total Expenditures	1,113,495	401,783	711,712	36.1%	1,886,300	1,201,054	685,246	63.7%	1,886,300	1,496,000
Revenues over (under) Expenditures	1,909,855	2,531,636	621,781	132.6%	1,710,100	2,040,980	330,880	119.3%	1,710,100	1,512,000
Beginning Fund Balance	(89,755)	(392,379)	(302,624)	437.2%	110,000	98,277	(11,723)	89.3%	110,000	98,000
Ending Fund Balance	\$ 1,820,100	\$ 2,139,256	\$ 319,156	117.5%	\$ 1,820,100	\$ 2,139,256	\$ 319,156	117.5%	\$ 1,820,100	\$ 1,610,000
Contingency									1,820,100	-

AIRPORT FUND
Revenues and Expenditures, Actuals and Budgeted
Amounts in thousands



Capital Asset Reserve Fund

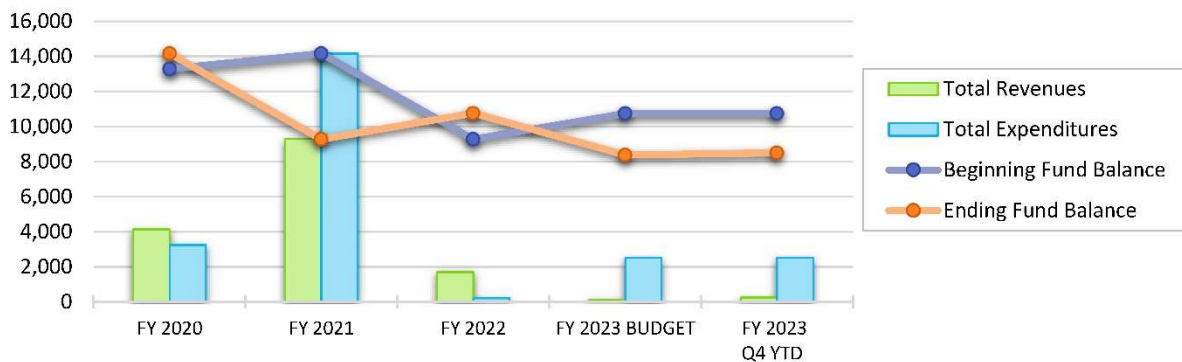
This fund accounts for funds held in reserve by the County with no limitation to its use. Interest is the only revenue received during the quarter. Interest revenue was significantly higher than budgeted for the year due to strategic investment of reserve funds and interest rate increases.

Decrease in fund value of \$2.43 million is due to the purchase of land from the airport for \$2,500,000.

The year-end fund balance of \$8.5 million is consistent with budget and exceeds fiscal policy requirements.

CATEGORY	4TH QUARTER (Apr '23-Jun '23)				FY 2023 YTD (Jul '22-Jun '23)				FOR INFORMATIONAL PURPOSES	
	ESTIMATED BUDGET	ACTUAL	VARIANCE	% RECV'D OR SPENT	12 MO EST BUDGET	12 MO ACTUAL	12 MO VARIANCE	% RECV'D OR SPENT	BUDGET FY 2023	FULL YEAR ESTIMATE
Revenues										
Intergovernmental	\$ -	\$ -	\$ -	-	\$ 23,000	\$ 23,446	\$ 446	101.9%	\$ 23,000	\$ 23,000
Miscellaneous	27,500	65,407	37,907	237.8%	110,000	223,426	113,426	203.1%	110,000	209,000
Total Revenues	27,500	65,407	37,907	237.8%	133,000	246,872	113,872	185.6%	133,000	232,000
Expenditures										
Capital Outlay	2,500,000	2,500,000	-	100.0%	2,500,000	2,500,000	-	100.0%	2,500,000	2,500,000
Total Expenditures	2,500,000	2,500,000	-	100.0%	2,500,000	2,500,000	-	100.0%	2,500,000	2,500,000
Revenues over (under) Expenditures	(2,472,500)	(2,434,593)	37,907	98.5%	(2,367,000)	(2,253,128)	113,872	95.2%	(2,367,000)	(2,268,000)
Beginning Fund Balance	10,854,500	10,930,363	75,863	100.7%	10,749,000	10,748,897	(103)	100.0%	10,749,000	10,749,000
Ending Fund Balance	\$ 8,382,000	\$ 8,495,769	\$ 113,769	101.4%	\$ 8,382,000	\$ 8,495,769	\$ 113,769	101.4%	\$ 8,382,000	\$ 8,481,000
Contingency									8,382,000	-

CAPITAL ASSET RESERVE FUND
Revenues and Expenditures, Actuals and Budgeted
Amounts in thousands



Capital Projects Fund (formerly the Justice Center Fund)

The Capital Projects Fund, renamed from the Justice Center Fund to reflect the activity more accurately, accounts for the Justice Center and Courthouse capital project activities. Construction remains on budget; however, the project is behind schedule due construction supply shortages and remains projected to be completed by mid-April 2024. During the quarter, steel work was completed, the concrete for the upper floors of the building was poured, and internal framing began.

During the quarter, revenue received was from interest and gains on investment maturities. Overall, for the year, interest revenue was much higher than anticipated. Approximately \$16.0 million from the Oregon Justice Department is not anticipated until fiscal year 2024 due to the timing of the bonds that must be sold by the state.

In the fourth quarter, overall expenditures were about sixteen percent (15.6%) of the estimated quarter budget. It should be noted that the entire construction budget for the Justice Center was appropriated for fiscal year 2023 with the expectation that the project be completed in fiscal year 2024.

The year-end fund balance of \$25.91 million is projected to be sufficient to meet the County’s funding requirements for the Justice Center and provide initial funding for the County Courthouse renovation project to follow.

CATEGORY	4TH QUARTER (Apr '23-Jun '23)				FY 2023 YTD (Jul '22-Jun '23)				FOR INFORMATIONAL PURPOSES	
	ESTIMATED BUDGET	ACTUAL	VARIANCE	% REC'D OR SPENT	12 MO EST BUDGET	12 MO ACTUAL	12 MO VARIANCE	% REC'D OR SPENT	BUDGET FY 2023	FULL YEAR ESTIMATE
Revenues										
Intergovernmental	\$ 16,000,000	\$ -	\$ (16,000,000)	0.0%	\$ 16,000,000	\$ -	\$ (16,000,000)	0.0%	\$ 16,000,000	\$ 7,400,000
Miscellaneous	75,000	141,031	66,031	188.0%	300,000	981,115	681,115	327.0%	300,000	1,116,000
Total Revenues	16,075,000	141,031	(15,933,969)	0.9%	16,300,000	981,115	(15,318,885)	6.0%	16,300,000	8,516,000
Expenditures										
Personnel	91,299	8,433	82,866	9.2%	111,340	27,707	83,633	24.9%	111,340	25,000
Materials & Services	1,018,664	381,103	637,561	37.4%	2,546,660	1,838,466	708,194	72.2%	2,546,660	2,547,000
Capital Outlay	35,565,600	5,319,395	30,246,205	15.0%	44,457,000	12,197,390	32,259,610	27.4%	44,457,000	16,457,000
Total Expenditures	36,675,563	5,708,932	30,966,631	15.6%	47,115,000	14,063,563	33,051,437	29.8%	47,115,000	19,029,000
Revenues over (under) Expenditures	(20,600,563)	(5,567,901)	15,032,663	27.0%	(30,815,000)	(13,082,448)	17,732,552	42.5%	(30,815,000)	(10,513,000)
Beginning Fund Balance	29,918,563	31,480,662	1,562,099	105.2%	40,133,000	38,995,210	(1,137,790)	97.2%	40,133,000	38,995,000
Ending Fund Balance	\$ 9,318,000	\$ 25,912,762	\$ 16,594,762	278.1%	\$ 9,318,000	\$ 25,912,762	\$ 16,594,762	278.1%	\$ 9,318,000	\$ 28,482,000
Contingency									9,318,000	-

CAPITAL PROJECTS FUND
Revenues and Expenditures, Actuals and Budgeted
Amounts in thousands



Other Non-Major Funds

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

Veterans Services Fund

CATEGORY	4TH QUARTER (Apr '23-Jun '23)				FY 2023 YTD (Jul '22-Jun '23)				FOR INFORMATIONAL PURPOSES	
	ESTIMATED BUDGET	ACTUAL	VARIANCE	% RECV'D OR SPENT	12 MO EST BUDGET	12 MO ACTUAL	12 MO VARIANCE	% RECV'D OR SPENT	BUDGET FY 2023	FULL YEAR ESTIMATE
Revenues										
Intergovernmental	\$ 45,600	\$ 45,784	\$ 184	100.4%	\$ 91,200	\$ 91,567	\$ 367	100.4%	\$ 91,200	\$ 91,000
Transfers and Interfund	40,175	40,100	(75)	99.8%	160,700	160,700	-	100.0%	160,700	161,000
Miscellaneous	-	560	560		-	2,225	2,225		-	2,000
Total Revenues	85,775	86,444	669	100.8%	251,900	254,492	2,592	101.0%	251,900	254,000
Expenditures										
Personnel	50,663	10,429	40,234	20.6%	173,700	124,855	48,845	71.9%	173,700	125,000
Materials & Services	38,750	52,648	(13,898)	135.9%	155,000	134,113	20,887	86.5%	155,000	142,000
Total Expenditures	89,413	63,076	26,337	70.5%	328,700	258,967	69,733	78.8%	328,700	267,000
Revenues over (under) Expenditures	(3,638)	23,368	27,006	-642.3%	(76,800)	(4,475)	72,325	5.8%	(76,800)	(13,000)
Beginning Fund Balance	26,138	86,408	60,270	330.6%	99,300	114,251	14,951	115.1%	99,300	114,000
Ending Fund Balance	\$ 22,500	\$ 109,776	\$ 87,276	487.9%	\$ 22,500	\$ 109,776	\$ 87,276	487.9%	\$ 22,500	\$ 101,000
Contingency									22,500	-

Weed Control Fund

CATEGORY	4TH QUARTER (Apr '23-Jun '23)				FY 2023 YTD (Jul '22-Jun '23)				FOR INFORMATIONAL PURPOSES	
	ESTIMATED BUDGET	ACTUAL	VARIANCE	% RECV'D OR SPENT	12 MO EST BUDGET	12 MO ACTUAL	12 MO VARIANCE	% RECV'D OR SPENT	BUDGET FY 2023	FULL YEAR ESTIMATE
Revenues										
Intergovernmental	\$ -	\$ -	\$ -		\$ -	\$ 10,537	\$ 10,537		\$ -	\$ 11,000
Transfers and Interfund	7,500	-	(7,500)	0.0%	30,000	18,500	(11,500)	61.7%	30,000	18,000
Licenses, Permits & Fees	45,000	56,583	11,583	125.7%	180,000	172,527	(7,473)	95.8%	180,000	180,000
Miscellaneous	250	1,531	1,281	612.2%	1,000	5,034	4,034	503.4%	1,000	4,000
Total Revenues	52,750	58,113	5,363	110.2%	211,000	206,598	(4,402)	97.9%	211,000	213,000
Expenditures										
Personnel	51,625	57,630	(6,005)	111.6%	177,000	160,640	16,360	90.8%	177,000	165,000
Materials & Services	27,075	13,447	13,628	49.7%	108,300	63,648	44,652	58.8%	108,300	78,000
Total Expenditures	78,700	71,077	7,623	90.3%	285,300	224,289	61,011	78.6%	285,300	243,000
Revenues over (under) Expenditures	(25,950)	(12,964)	12,986	50.0%	(74,300)	(17,691)	56,609	23.8%	(74,300)	(30,000)
Beginning Fund Balance	183,650	266,883	83,233	145.3%	232,000	271,610	39,610	117.1%	232,000	272,000
Ending Fund Balance	\$ 157,700	\$ 253,919	\$ 96,219	161.0%	\$ 157,700	\$ 253,919	\$ 96,219	161.0%	\$ 157,700	\$ 242,000
Contingency									157,700	-

GO Debt Service Fund

CATEGORY	4TH QUARTER (Apr '23-Jun '23)				FY 2023 YTD (Jul '22-Jun '23)				FOR INFORMATIONAL PURPOSES	
	ESTIMATED BUDGET	ACTUAL	VARIANCE	% RECV'D OR SPENT	12 MO EST BUDGET	12 MO ACTUAL	12 MO VARIANCE	% RECV'D OR SPENT	BUDGET FY 2023	FULL YEAR ESTIMATE
Revenues										
Taxes	\$ 27,650	\$ 18,597	\$ (9,053)	67.3%	\$ 553,000	\$ 559,235	\$ 6,235	101.1%	\$ 553,000	\$ 556,000
Miscellaneous	-	2,089	2,089		-	5,102	5,102		-	3,000
Total Revenues	27,650	20,686	(6,964)	74.8%	553,000	564,336	11,336	102.0%	553,000	559,000
Expenditures										
Debt Service										
Principal	110,000	110,000	-	100.0%	110,000	110,000	-	100.0%	110,000	110,000
Interest	232,500	232,500	-	100.0%	465,000	465,000	-	100.0%	465,000	465,000
Total Expenditures	342,500	342,500	-	100.0%	575,000	575,000	-	100.0%	575,000	575,000
Revenues over (under) Expenditures	(314,850)	(321,814)	(6,964)	102.2%	(22,000)	(10,664)	11,336	48.5%	(22,000)	(16,000)
Beginning Fund Balance	314,850	345,024	30,174	109.6%	22,000	33,874	11,874	154.0%	22,000	34,000
Ending Fund Balance	\$ -	\$ 23,210	\$ 23,210		\$ -	\$ 23,210	\$ 23,210		\$ -	\$ 18,000



Mental Health Fund

CATEGORY	4TH QUARTER (Apr '23-Jun '23)				FY 2023 YTD (Jul '22-Jun '23)				FOR INFORMATIONAL PURPOSES	
	ESTIMATED BUDGET	ACTUAL	VARIANCE	% RECV'D OR SPENT	12 MO EST BUDGET	12 MO ACTUAL	12 MO VARIANCE	% RECV'D OR SPENT	BUDGET FY 2023	FULL YEAR ESTIMATE
Revenues										
Intergovernmental	\$ 1,017,500	\$ 1,460,253	\$ 442,753	143.5%	\$ 4,070,000	\$ 4,175,745	\$ 105,745	102.6%	\$ 4,070,000	\$ 3,820,000
Miscellaneous	-	-	-		-	809	809		-	1,000
Total Revenues	1,017,500	1,460,253	442,753	143.5%	4,070,000	4,176,554	106,554	102.6%	4,070,000	3,821,000
Expenditures										
Materials & Services	1,017,500	1,458,593	(441,093)	143.4%	4,070,000	4,174,086	(104,086)	102.6%	4,070,000	3,820,000
Total Expenditures	1,017,500	1,458,593	(441,093)	143.4%	4,070,000	4,174,086	(104,086)	102.6%	4,070,000	3,820,000
Revenues over (under) Expenditures	-	1,659	1,659		-	2,468	2,468		-	1,000
Beginning Fund Balance	-	11,036	11,036		-	10,227	10,227		-	10,000
Ending Fund Balance	\$ -	\$ 12,695	\$ 12,695		\$ -	\$ 12,695	\$ 12,695		\$ -	\$ 11,000

Special Transportation Fund

CATEGORY	4TH QUARTER (Apr '23-Jun '23)				FY 2023 YTD (Jul '22-Jun '23)				FOR INFORMATIONAL PURPOSES	
	ESTIMATED BUDGET	ACTUAL	VARIANCE	% RECV'D OR SPENT	12 MO EST BUDGET	12 MO ACTUAL	12 MO VARIANCE	% RECV'D OR SPENT	BUDGET FY 2023	FULL YEAR ESTIMATE
Revenues										
Intergovernmental	\$ 98,250	\$ 16,925	\$ (81,325)	17.2%	\$ 393,000	\$ 211,449	\$ (181,551)	53.8%	\$ 393,000	\$ 368,000
Miscellaneous	1,000	5,059	4,059	505.9%	4,000	16,805	12,805	420.1%	4,000	15,000
Total Revenues	99,250	21,984	(77,266)	22.2%	397,000	228,254	(168,746)	57.5%	397,000	383,000
Expenditures										
Materials & Services	301,500	45,839	255,661	15.2%	402,000	127,351	274,649	31.7%	402,000	300,000
Total Expenditures	301,500	45,839	255,661	15.2%	402,000	127,351	274,649	31.7%	402,000	300,000
Revenues over (under) Expenditures	(202,250)	(23,855)	178,395	11.6%	(5,000)	100,903	105,903	-2018.1%	(5,000)	83,000
Beginning Fund Balance	800,250	795,501	(4,749)	99.4%	603,000	670,742	67,742	111.2%	603,000	671,000
Ending Fund Balance	\$ 598,000	\$ 771,646	\$ 173,646	129.0%	\$ 598,000	\$ 771,646	\$ 173,646	129.0%	\$ 598,000	\$ 754,000
Contingency									598,000	-

Title III Fund

CATEGORY	4TH QUARTER (Apr '23-Jun '23)				FY 2023 YTD (Jul '22-Jun '23)				FOR INFORMATIONAL PURPOSES	
	ESTIMATED BUDGET	ACTUAL	VARIANCE	% RECV'D OR SPENT	12 MO EST BUDGET	12 MO ACTUAL	12 MO VARIANCE	% RECV'D OR SPENT	BUDGET FY 2023	FULL YEAR ESTIMATE
Revenues										
Intergovernmental	\$ 98,000	\$ 89,769	\$ (8,231)	91.6%	\$ 98,000	\$ 89,769	\$ (8,231)	91.6%	\$ 98,000	\$ 90,000
Miscellaneous	1,250	3,586	2,336	286.9%	5,000	10,831	5,831	216.6%	5,000	9,000
Total Revenues	99,250	93,355	(5,895)	94.1%	103,000	100,600	(2,400)	97.7%	103,000	99,000
Expenditures										
Materials & Services	587,500	-	587,500	0.0%	625,000	37,000	588,000	5.9%	625,000	37,000
Transfers	30,000	-	30,000	0.0%	30,000	-	30,000	0.0%	30,000	-
Total Expenditures	617,500	-	617,500	0.0%	655,000	37,000	618,000	5.6%	655,000	37,000
Revenues over (under) Expenditures	(518,250)	93,355	611,605	-18.0%	(552,000)	63,600	615,600	-11.5%	(552,000)	62,000
Beginning Fund Balance	518,250	495,639	(22,611)	95.6%	552,000	525,394	(26,606)	95.2%	552,000	525,000
Ending Fund Balance	\$ -	\$ 588,993	\$ 588,993		\$ -	\$ 588,993	\$ 588,993		\$ -	\$ 587,000



Crook County School Fund

CATEGORY	4TH QUARTER (Apr '23-Jun '23)				FY 2023 YTD (Jul '22-Jun '23)				FOR INFORMATIONAL PURPOSES	
	ESTIMATED BUDGET	ACTUAL	VARIANCE	% REC'D OR SPENT	12 MO EST BUDGET	12 MO ACTUAL	12 MO VARIANCE	% REC'D OR SPENT	BUDGET FY 2023	FULL YEAR ESTIMATE
Revenues										
Taxes	\$ 5,762	\$ -	\$ (5,762)	0.0%	\$ 135,000	\$ 129,238	\$ (5,762)	95.7%	\$ 135,000	\$ 135,000
Intergovernmental	315,000	205,125	(109,875)	65.1%	315,000	205,125	(109,875)	65.1%	315,000	205,000
Miscellaneous	-	-	-	-	-	196	196	-	-	-
Total Revenues	320,762	205,125	(115,637)	63.9%	450,000	334,559	(115,441)	74.3%	450,000	340,000
Materials & Services	-	-	-	-	-	-	-	-	-	-
Special Payment	301,500	205,125	96,375	68.0%	450,000	334,908	115,092	74.4%	450,000	340,000
Total Expenditures	301,500	205,125	96,375	68.0%	450,000	334,908	115,092	74.4%	450,000	340,000
Revenues over (under) Expenditures	19,262	-	(19,262)	0.0%	-	(349)	(349)	-	-	-
Beginning Fund Balance	(19,262)	-	19,262	0.0%	-	349	349	-	-	-
Ending Fund Balance	\$ -	\$ -	\$ -	-	\$ -	\$ 0	\$ 0	-	\$ -	\$ -

Video Lottery Fund

CATEGORY	4TH QUARTER (Apr '23-Jun '23)				FY 2023 YTD (Jul '22-Jun '23)				FOR INFORMATIONAL PURPOSES	
	ESTIMATED BUDGET	ACTUAL	VARIANCE	% REC'D OR SPENT	12 MO EST BUDGET	12 MO ACTUAL	12 MO VARIANCE	% REC'D OR SPENT	BUDGET FY 2023	FULL YEAR ESTIMATE
Revenues										
Intergovernmental	\$ 56,250	\$ 130,379	\$ 74,129	231.8%	\$ 225,000	\$ 253,049	\$ 28,049	112.5%	\$ 225,000	\$ 245,000
Miscellaneous	750	2,414	1,664	321.9%	3,000	6,892	3,892	229.7%	3,000	5,000
Total Revenues	57,000	132,793	75,793	233.0%	228,000	259,941	31,941	114.0%	228,000	250,000
Expenditures										
Materials & Services	43,750	13,942	29,808	31.9%	125,000	112,492	12,508	90.0%	125,000	109,000
Transfers	25,000	43,750	(18,750)	175.0%	100,000	100,000	-	100.0%	100,000	100,000
Total Expenditures	68,750	57,692	11,058	83.9%	225,000	212,492	12,508	94.4%	225,000	209,000
Revenues over (under) Expenditures	(11,750)	75,101	86,851	-639.2%	3,000	47,449	44,449	1581.6%	3,000	41,000
Beginning Fund Balance	333,750	348,442	14,692	104.4%	319,000	376,095	57,095	117.9%	319,000	376,000
Ending Fund Balance	\$ 322,000	\$ 423,544	\$ 101,544	131.5%	\$ 322,000	\$ 423,544	\$ 101,544	131.5%	\$ 322,000	\$ 417,000
Contingency									322,000	-

Surveyor Fund

CATEGORY	4TH QUARTER (Apr '23-Jun '23)				FY 2023 YTD (Jul '22-Jun '23)				FOR INFORMATIONAL PURPOSES	
	ESTIMATED BUDGET	ACTUAL	VARIANCE	% REC'D OR SPENT	12 MO EST BUDGET	12 MO ACTUAL	12 MO VARIANCE	% REC'D OR SPENT	BUDGET FY 2023	FULL YEAR ESTIMATE
Revenues										
Licenses, Permits & Fees	\$ 22,500	\$ 12,011	\$ (10,489)	53.4%	\$ 90,000	\$ 62,515	\$ (27,485)	69.5%	\$ 90,000	\$ 80,000
Miscellaneous	500	1,350	850	269.9%	2,000	4,497	2,497	224.8%	2,000	4,000
Total Revenues	23,000	13,361	(9,639)	58.1%	92,000	67,012	(24,988)	72.8%	92,000	84,000
Expenditures										
Materials & Services	26,675	11,962	14,713	44.8%	106,700	72,764	33,936	68.2%	106,700	105,000
Total Expenditures	26,675	11,962	14,713	44.8%	106,700	72,764	33,936	68.2%	106,700	105,000
Revenues over (under) Expenditures	(3,675)	1,399	5,074	-38.1%	(14,700)	(5,752)	8,948	39.1%	(14,700)	(21,000)
Beginning Fund Balance	175,975	180,305	4,330	102.5%	187,000	187,456	456	100.2%	187,000	187,000
Ending Fund Balance	\$ 172,300	\$ 181,704	\$ 9,404	105.5%	\$ 172,300	\$ 181,704	\$ 9,404	105.5%	\$ 172,300	\$ 166,000
Contingency									172,300	-



Clerk Special Revenue Fund

CATEGORY	4TH QUARTER (Apr '23-Jun '23)				FY 2023 YTD (Jul '22-Jun '23)				FOR INFORMATIONAL PURPOSES	
	ESTIMATED BUDGET	ACTUAL	VARIANCE	% REC'D OR SPENT	12 MO EST BUDGET	12 MO ACTUAL	12 MO VARIANCE	% REC'D OR SPENT	BUDGET FY 2023	FULL YEAR ESTIMATE
Revenues										
Transfers and Interfund	\$ 7,700	\$ 2,122	\$ (5,578)	27.6%	\$ 14,000	\$ 8,418	\$ (5,583)	60.1%	\$ 14,000	\$ 14,000
Licenses, Permits & Fees	13,530	3,903	(9,627)	28.8%	24,600	15,134	(9,466)	61.5%	24,600	18,000
Miscellaneous	325	1,499	1,174	461.1%	1,300	4,945	3,645	380.4%	1,300	4,000
Total Revenues	21,555	7,523	(14,032)	34.9%	39,900	28,497	(11,403)	71.4%	39,900	36,000
Expenditures										
Notary	11,700	399	11,301	3.4%	46,800	11,511	35,289	24.6%	46,800	21,000
Recording	139,600	-	139,600	0.0%	139,600	-	139,600	0.0%	139,600	10,000
Archive	77,238	3,093	74,145	4.0%	92,500	14,558	77,942	15.7%	92,500	20,000
Total Expenditures	228,538	3,493	225,046	1.5%	278,900	26,069	252,831	9.3%	278,900	51,000
Revenues over (under) Expenditures	(206,983)	4,031	211,014	-1.9%	(239,000)	2,427	241,427	-1.0%	(239,000)	(15,000)
Beginning Fund Balance	206,983	235,501	28,518	113.8%	239,000	237,104	(1,896)	99.2%	239,000	237,000
Ending Fund Balance	\$ -	\$ 239,532	\$ 239,532		\$ -	\$ 239,532	\$ 239,532		\$ -	\$ 222,000

Community College Education Center Fund

CATEGORY	4TH QUARTER (Apr '23-Jun '23)				FY 2023 YTD (Jul '22-Jun '23)				FOR INFORMATIONAL PURPOSES	
	ESTIMATED BUDGET	ACTUAL	VARIANCE	% REC'D OR SPENT	12 MO EST BUDGET	12 MO ACTUAL	12 MO VARIANCE	% REC'D OR SPENT	BUDGET FY 2023	FULL YEAR ESTIMATE
Community College Education Center Fund										
Revenues										
Intergovernmental	\$ -	\$ 25,000	\$ 25,000		\$ -	\$ 25,000	\$ 25,000		\$ -	\$ 25,000
Transfers and Interfund	25,000	25,000	-	100.0%	25,000	25,000	-	100.0%	25,000	25,000
Miscellaneous	-	840	840		-	2,737	2,737		-	2,000
Total Revenues	25,000	50,840	25,840	203.4%	25,000	52,737	27,737	210.9%	25,000	52,000
Expenditures										
Materials & Services	129,000	-	129,000	0.0%	129,000	-	129,000	0.0%	129,000	-
Total Expenditures	129,000	-	129,000	0.0%	129,000	-	129,000	0.0%	129,000	-
Revenues over (under) Expenditures	(104,000)	50,840	154,840	-48.9%	(104,000)	52,737	156,737	-50.7%	(104,000)	52,000
Beginning Fund Balance	129,000	131,947	2,947	102.3%	129,000	130,050	1,050	100.8%	129,000	130,000
Ending Fund Balance	\$ 25,000	\$ 182,787	\$ 157,787	731.1%	\$ 25,000	\$ 182,787	\$ 157,787	731.1%	\$ 25,000	\$ 182,000

Crooked River Watershed Fund

CATEGORY	4TH QUARTER (Apr '23-Jun '23)				FY 2023 YTD (Jul '22-Jun '23)				FOR INFORMATIONAL PURPOSES	
	ESTIMATED BUDGET	ACTUAL	VARIANCE	% REC'D OR SPENT	12 MO EST BUDGET	12 MO ACTUAL	12 MO VARIANCE	% REC'D OR SPENT	BUDGET FY 2023	FULL YEAR ESTIMATE
Revenues										
Transfers and Interfund	150	-	(150)	0.0%	150	-	(150)	0.0%	\$ 150	\$ -
Charges for Services	31,857	37,481	5,624	117.7%	109,850	110,654	804	100.7%	109,850	110,000
Total Revenues	32,007	37,481	5,474	117.1%	110,000	110,654	654	100.6%	110,000	110,000
Expenditures										
Personnel	31,900	31,111	789	97.5%	110,000	106,926	3,074	97.2%	110,000	110,000
Total Expenditures	31,900	31,111	789	97.5%	110,000	106,926	3,074	97.2%	110,000	110,000
Revenues over (under) Expenditures	107	6,370	6,263	5953.0%	-	3,728	3,728		-	-
Beginning Fund Balance	(107)	(2,642)	(2,535)	2469.2%	-	-	-		-	-
Ending Fund Balance	\$ -	\$ 3,728	\$ 3,728		\$ -	\$ 3,728	\$ 3,728		\$ -	\$ -



Tourism Fund

CATEGORY	4TH QUARTER (Apr '23-Jun '23)				FY 2023 YTD (Jul '22-Jun '23)				FOR INFORMATIONAL PURPOSES	
	ESTIMATED BUDGET	ACTUAL	VARIANCE	% RECVD OR SPENT	12 MO EST BUDGET	12 MO ACTUAL	12 MO VARIANCE	% RECVD OR SPENT	BUDGET FY 2023	FULL YEAR ESTIMATE
Revenues										
Taxes	\$ 6,250	\$ 9,341	\$ 3,091	149.5%	\$ 25,000	\$ 27,090	\$ 2,090	108.4%	\$ 25,000	\$ 29,000
Miscellaneous	-	544	544		-	1,636	1,636		-	1,000
Total Revenues	6,250	9,885	3,635	158.2%	25,000	28,726	3,726	114.9%	25,000	30,000
Expenditures										
Materials & Services	20,000	-	20,000	0.0%	25,000	5,000	20,000	20.0%	25,000	10,000
Total Expenditures	20,000	-	20,000	0.0%	25,000	5,000	20,000	20.0%	25,000	10,000
Revenues over (under) Expenditures	(13,750)	9,885	23,635	-71.9%	-	23,726	23,726		-	20,000
Beginning Fund Balance	72,750	84,110	11,360	115.6%	59,000	70,269	11,269	119.1%	59,000	70,000
Ending Fund Balance	\$ 59,000	\$ 93,995	\$ 34,995	159.3%	\$ 59,000	\$ 93,995	\$ 34,995	159.3%	\$ 59,000	\$ 90,000
Contingency									59,000	-

Taylor Grazing Fund

CATEGORY	4TH QUARTER (Apr '23-Jun '23)				FY 2023 YTD (Jul '22-Jun '23)				FOR INFORMATIONAL PURPOSES	
	ESTIMATED BUDGET	ACTUAL	VARIANCE	% RECVD OR SPENT	12 MO EST BUDGET	12 MO ACTUAL	12 MO VARIANCE	% RECVD OR SPENT	BUDGET FY 2023	FULL YEAR ESTIMATE
Revenues										
Intergovernmental	\$ 4,000	\$ 3,145	\$ (855)	78.6%	\$ 4,000	\$ 3,145	\$ (855)	78.6%	\$ 4,000	\$ 4,000
Miscellaneous	-	258	258		-	807	807		-	1,000
Total Revenues	4,000	3,403	(597)	85.1%	4,000	3,952	(48)	98.8%	4,000	5,000
Expenditures										
Materials & Services	44,263	-	44,263	0.0%	45,000	737	44,263	1.6%	45,000	10,000
Total Expenditures	44,263	-	44,263	0.0%	45,000	737	44,263	1.6%	45,000	10,000
Revenues over (under) Expenditures	(40,263)	3,403	43,666	-8.5%	(41,000)	3,215	44,215	-7.8%	(41,000)	(5,000)
Beginning Fund Balance	40,263	37,796	(2,467)	93.9%	41,000	37,984	(3,016)	92.6%	41,000	38,000
Ending Fund Balance	\$ -	\$ 41,199	\$ 41,199		\$ -	\$ 41,199	\$ 41,199		\$ -	\$ 33,000



Debt Summary

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

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

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

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

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

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



AGENDA ITEM REQUEST



Date:

November 28, 2023

Meeting date desired:

December 6, 2023

Subject:

Clinical Affiliation Agreements between COCC and Crook County for Sheriff's Office and Health Department.

Background and policy implications:

These two documents are the latest iterations of agreements the County has maintained with Central Oregon Community College for many years. Under the agreements, COCC may send qualified students to the Sheriff's Office and Health Department where they may gain hands-on experience in providing healthcare. This experience will assist the students will completing their coursework. The agreements would continue until August 30, 2025, unless sooner terminated. Each may be terminated upon 30 days' prior notice.

Budget/fiscal impacts:

The County is not required to contribute financially, but must provide certain work spaces.

Requested by:

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

Presenters:

N/A – Consent Agenda

Legal review (only if requested):

Legal has reviewed.

Elected official sponsor (if applicable):

N/A

**CENTRAL OREGON COMMUNITY COLLEGE
2023 TO 2025
COLLABORATION
AND
CLINICAL AFFILIATION AGREEMENT**

General Terms:

This agreement between Central Oregon Community College and Crook County Health Department will be effective September 1, 2023 to August 30, 2025. Prior to the date of termination, both parties to the agreement will review the agreement. If terms and operation have been satisfactory, it will be assumed that no barriers exist to continued cooperation and a new agreement will be signed for the succeeding year. If either party requests changes, these will be negotiated and included in a new agreement.

ITEM 1: That Crook County Health Department and Central Oregon Community College hereby mutually and formally agree that they freely and willingly undertake a relationship in which both institutions constantly seek to improve and strengthen the following nursing education programs offered by Central Oregon Community College. (See Appendix I for description of programs.)

<i>LENGTH OF PROGRAM</i>	<i>PROGRAM</i>	<i>CLASSROOM HOURS</i>	<i>LAB HOURS</i>	<i>PRACTICUM HOURS</i>
7 credits	Nursing Assistant Level 1	40	30	60
6 credits	CNA Level 2	40	30	30
Prerequisites plus 3 terms, 64-65 credits	Practical Nursing Certificate	170 nursing 270-280 non-nursing	150 nursing 120 non-nursing	330 nursing
Prerequisites plus 6 terms, 103-108 credits	Associate Degree Nursing	320 nursing; 380-400 non-nursing	320 nursing; 380-400 non-nursing	750 nursing
	Other Nursing courses needed by community	-----	-----	

In pursuit of that goal, we agree to the following specific responsibilities:

Specific Responsibilities of Central Oregon Community College:

- A. COCC will conduct a criminal background check, at the student's expense (or their sponsoring organization, if applicable for nursing assistant students), on each student participating in an internship or clinical assignment at Crook County Health Department. The criminal background check is to be completed prior to the first day of the student's clinical assignment.
- B. The COCC Nurse Educators are responsible for and have authority over the selection of student learning experiences. The faculty will regularly meet with nursing/facility leadership to mutually discuss clinical placements and support for students including: parking, meeting space, storage space for personal belongings, electronic medical record training, and access to supplies, treatments, materials, and equipment necessary for patient care delivery.
- C. COCC Nursing Educators, Nurse Educator Associates, and Nursing Assistant Administrator/Primary Instructor (nursing faculty) will assume full responsibility for planning and execution of the programs listed, including the programming, administration, curriculum

content, faculty appointment, faculty administrators, and the requirements for matriculation, progression, and graduation.

- D. COCC nursing faculty and students will abide by the existing rules and regulations of Crook County Health Department.
- E. COCC nursing faculty will have the responsibility and authority to select appropriate learning experience for students, and to evaluate student performance. COCC will provide nursing faculty for direct supervision of CNA or nursing students in the clinical setting, unless in specific instances other provisions are made for nursing clinicals, such as specialty care units, or alternate clinical experiences (ACE) in community settings (e.g. community-based practice sites or acute care areas other than those where a clinical group is assigned). In these instances, in accordance with the Oregon State Board of Nursing, Division 21, 851-021-0045, the clinical instructor will provide meaningful presence and will share joint supervision and instruction with the Clinical Nurse or supervisor.
- F. For those hosting Capstone Clinical Experience students during the sixth term of the Nursing Program: The COCC faculty will work directly with nursing leadership each year to determine the number of student placements that the facility can offer, and generate a list of qualified registered nurses approved by the facility to act in the role of Clinical Preceptor. The nursing faculty have responsibility for and authority over: the final Preceptor selection from the approved list of registered nurses; training of Preceptors, matching students with Preceptor; and for the educational processes involved in the experience. The Capstone Clinical Experience is a component of the Nursing Program and should not be used as a requirement for hiring.
- G. COCC Nursing Faculty will notify Crook County Health Department in advance of planned schedule of student assignments to facility areas including dates, number of students, and type of experience. This includes requests for any classroom or meeting room space.
- H. COCC will cover students with Worker's Compensation, and professional liability insurance under policies held by the College.
- I. COCC Nursing Faculty will provide students with Nursing Program policies and procedures for the clinical experience and course outcomes.

Specific Responsibilities of Crook County Health Department:

- A. To provide a suitable environment for clinical learning and practice. The institution or center will assure clinical resources, physical facilities, and supportive services appropriate to each program which are consistent with the objectives of the specific nursing education programs covered by this agreement.
- B. To provide private meeting space for nursing assistant education program faculty and student use during instructional hours throughout the clinical experience.
- C. To provide COCC Nursing with institution or center specific requirements/forms that are required to be completed by student prior to their assigned shift(s).
- D. To promote acceptance of each specific nursing education program by the institutions or centers professional and administrative staff and to foster coordinated relationships between the College and the various departments of the institution or center.
- E. To provide that under no circumstance is any student or instructor or faculty member to be considered an agent or employee of Crook County Health Department but rather will be considered as a visitor or licensee. The institution or center connected with the program is responsible for the total care rendered to patients.

- F. Clinical Nurses and Clinical Preceptors (Nursing) that are assigned students in accomplishing objectives, complete documentation as specified by the Oregon State Board of Nursing and COCC, addresses issues as they occur with student, Assistant Unit Manager, Team Leader, and/or COCC instructor.
- G. CNAs or nurses that are assigned nursing assistant students, coordinate with student and COCC instructor to provide learning opportunities for the student, and address issues as they occur with student, COCC instructor, and facility staff such as Lead CNA/Team Leader, Director of Nursing, or Assistant Unit Manager.

Mutual Responsibilities:

- A. The institution or center and the College will share the responsibility for continuing evaluation in order to insure the quality and standards of the overall educational program. To this end, responsible personnel of each party of this agreement will meet together once each College term on a regular basis and on other occasions if requested by either party, to evaluate and deal with any problems developing with the program.

Termination:

- A. This agreement may be terminated upon the mutual written agreement of the parties.
- B. Either party may terminate the agreement without cause upon thirty (30) days prior written notice.

Relationship of Parties:

In the performance of its responsibilities hereunder, Crook County Health Department and COCC are and at all times shall be independent contractors. Crook County Health Department and COCC further agree to notify other party if any governmental agency asserts that Crook County Health Department or COCC is not an independent contractor with respects to the other party; and to permit other party to participate in any negotiations or proceedings involved in such matters. Crook County Health Department or COCC shall have no power or authority to bind other party or to assume or create any obligation or responsibility, express or implied, on behalf or in the name of other party, except as expressly authorized by other party.

Students, Faculty, and Employees

COCC students, faculty and employees shall not be considered employees of Crook County Health Department. Crook County Health Department does not assume, and shall not assume, any liability under any law relating to workers compensation or any other employee benefits on account of any act of COCC students, faculty, and employees pursuant to this agreement.

Governing Law

This agreement shall be governed by and interpreted under the laws of the state of Oregon. Any legal proceedings will take place in Deschutes County, Oregon.

Signatures:

COCC Director of Contracts and Risk _____

COCC Nursing Department Chair _____

Clinical Site Administrator _____

Institution or Center Name _____

Date _____

APPENDIX I: Description of Nursing Education Programs Covered by This Agreement:

1. Nursing Assistant Training. Separate 130-hour certificate course offered on demand in several locations within the College District and three terms in Bend. Instructors of these separate courses will be Nursing Assistant Primary Instructors or Clinical Teaching Associates of the College and will be responsible to the Nursing Assistant Program Director for campus instruction and practice and supervising of clinical practice as specified under terms of this agreement.
2. CNA Level 2 – Acute Care Training. Separate 80-hour certificate course offered on the Bend campus. Instructors of these separate courses will be Nursing Assistant Primary Instructors or Clinical Teaching Associates of the College and will be responsible to the Nursing Assistant Program Director for campus instruction and practice and supervising of clinical practice as specified under terms of this agreement.
3. Associate Degree Nursing. This is a career ladder program of two-year duration and is offered on the Bend campus with clinical practice in sites of cooperating institutions or centers. In the career ladder, students have the following capabilities:
 - Satisfactory completion of first year (Eligible for National Practical Nursing License Exam and College Certificate of Completion)
 - Satisfactory completion of second year (Eligible for National Registered Nursing License Exam and Associate of Applied Science Degree in Nursing)

Instructors of these students are Nurse Educators or Nursing Educator Associates or joint appointment instructors responsible to the Chair of Nursing for campus instruction and supervision of clinical practice within cooperating institutions or centers.

4. Incidental In-Service Courses. These special courses are coordinated by the College upon request of particular groups. The College will provide course outlines, seek, and employ instructors, advertise the course and register students. Certificates of satisfactory completion may be provided upon request.
5. Nursing Assistant Training through COCC's Community Education Program. Separate 130-hour non-credit course offered on demand in several locations within the College District. Instructors of these separate courses will be Nursing Assistant Primary Instructors or Clinical Teaching Associates of the College and will be responsible to the Nursing Assistant Program Director for campus instruction and practice and supervising of clinical practice as specified under terms of this agreement.

APPENDIX II: Description of Nursing Program Faculty:

1. Chair of Nursing/Nursing Administrator. Full time, Masters prepared employee of the College, responsible to the Vice President for Instruction for organization and coordination of Nursing Programs offer through the College. This person should be the liaison contact between the College and the institution or center and shall be responsible for organizing and coordinating the campus instructional program and activities conducted at the institution or center, as outlined with individual programs included under the Nursing Education Curricula of the College.
2. Nurse Educator. Full-time or part-time masters prepared employee of the College, responsible to the Chair of Nursing to the Vice President for Instruction. Responsible for the development and/implementation of the Nursing Program including supervision of Nurse Educator Associates and Clinical Preceptors; as well as supervision of nursing students in clinical instruction in the cooperating institutions or centers which are party to this agreement, except in instances where specific arrangements are made; e.g. obstetrics, recovery room, operating room, intensive care, or coronary care units. In these instances, joint supervision and instruction will be shared by the College instructor and a qualified departmental supervisor.
3. Nurse Educator Associate. Full-time or part-time baccalaureate prepared employee of the College, responsible to the Chair of Nursing to the Vice President for Instruction. Responsible for contributing to classroom and clinical instruction in collaboration with and under the direction of the Nurse Educator.
4. Clinical Nurse. Healthcare facility-based nurse who has agreed to serve in this role in a one-day capacity, (such as a clinical shift and/or ACE rotation), with one student in a faculty-led placement.
5. Clinical Preceptors. Healthcare facility-based nurse who has undergone specific education/training to serve as a role model, resource and coach for the nursing students in the Capstone Clinical Experience. The preceptor functions under the direction of the Nurse Educator or Nurse Educator Associate. Preceptors are selected according to written criteria developed by the nursing faculty and agreed to by responsible person(s) in the practice site.
6. Nursing Assistant Primary Instructor and Clinical Teaching Associates. Full-time or part-time associate-or-greater-prepared employee of the College, approved by OSBN and responsible to the Nursing Assistant Program Director, College Chair of Nursing to the Vice President for Instruction. Responsible for the implementation of the Board-approved level one and/or two certified nursing assistant curriculum, including clinical instruction. At least 75% of lecture content delivered by Primary Instructors.
7. College Instructors. Part-time or temporary employee of the College with duties and responsibilities similar to Nurse Educator associates, except that they are limited to specific

courses or assignments as specified in the notice or appointment; e.g nursing in-service course instructor.

8. *Joint Appointment Instructors.* Part-time or temporary employee of the College who are selected for their specific, current expertise in some clinical area and who are regular employees of the cooperating institution or center. They will be assigned by the institution or center with agreement by the College coordinator, to teach specific units in Nursing Care, and/or to supervise clinical practice of skills contained in the units. However, for the period of the joint appointment, they will be paid by and responsible to the College.

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	Other Nursing courses needed by community	-----	-----	

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- B. Either party may terminate the agreement without cause upon thirty (30) days prior written notice.

Relationship of Parties:

In the performance of its responsibilities hereunder, Crook County Sheriff and COCC are and at all times shall be independent contractors. Crook County Sheriff and COCC further agree to notify other party if any governmental agency asserts that Crook County Sheriff or COCC is not an independent contractor with respects to the other party; and to permit other party to participate in any negotiations or proceedings involved in such matters. Crook County Sheriff or COCC shall have no power or authority to bind other party or to assume or create any obligation or responsibility, express or implied, on behalf or in the name of other party, except as expressly authorized by other party.

Students, Faculty, and Employees

COCC students, faculty and employees shall not be considered employees of Crook County Sheriff. Crook County Sheriff does not assume, and shall not assume, any liability under any law relating to workers compensation or any other employee benefits on account of any act of COCC students, faculty, and employees pursuant to this agreement.

Governing Law

This agreement shall be governed by and interpreted under the laws of the state of Oregon. Any legal proceedings will take place in Deschutes County, Oregon.

Signatures:

COCC Director of Contracts and Risk _____

COCC Nursing Department Chair _____

Clinical Site Administrator _____

Institution or Center Name _____

Date _____

APPENDIX I: Description of Nursing Education Programs Covered by This Agreement:

1. Nursing Assistant Training. Separate 130-hour certificate course offered on demand in several locations within the College District and three terms in Bend. Instructors of these separate courses will be Nursing Assistant Primary Instructors or Clinical Teaching Associates of the College and will be responsible to the Nursing Assistant Program Director for campus instruction and practice and supervising of clinical practice as specified under terms of this agreement.
2. CNA Level 2 – Acute Care Training. Separate 80-hour certificate course offered on the Bend campus. Instructors of these separate courses will be Nursing Assistant Primary Instructors or Clinical Teaching Associates of the College and will be responsible to the Nursing Assistant Program Director for campus instruction and practice and supervising of clinical practice as specified under terms of this agreement.
3. Associate Degree Nursing. This is a career ladder program of two-year duration and is offered on the Bend campus with clinical practice in sites of cooperating institutions or centers. In the career ladder, students have the following capabilities:
 - Satisfactory completion of first year (Eligible for National Practical Nursing License Exam and College Certificate of Completion)
 - Satisfactory completion of second year (Eligible for National Registered Nursing License Exam and Associate of Applied Science Degree in Nursing)

Instructors of these students are Nurse Educators or Nursing Educator Associates or joint appointment instructors responsible to the Chair of Nursing for campus instruction and supervision of clinical practice within cooperating institutions or centers.

4. Incidental In-Service Courses. These special courses are coordinated by the College upon request of particular groups. The College will provide course outlines, seek, and employ instructors, advertise the course and register students. Certificates of satisfactory completion may be provided upon request.
5. Nursing Assistant Training through COCC's Community Education Program. Separate 130-hour non-credit course offered on demand in several locations within the College District. Instructors of these separate courses will be Nursing Assistant Primary Instructors or Clinical Teaching Associates of the College and will be responsible to the Nursing Assistant Program Director for campus instruction and practice and supervising of clinical practice as specified under terms of this agreement.

APPENDIX II: Description of Nursing Program Faculty:

1. Chair of Nursing/Nursing Administrator. Full time, Masters prepared employee of the College, responsible to the Vice President for Instruction for organization and coordination of Nursing Programs offer through the College. This person should be the liaison contact between the College and the institution or center and shall be responsible for organizing and coordinating the campus instructional program and activities conducted at the institution or center, as outlined with individual programs included under the Nursing Education Curricula of the College.
2. Nurse Educator. Full-time or part-time masters prepared employee of the College, responsible to the Chair of Nursing to the Vice President for Instruction. Responsible for the development and/implementation of the Nursing Program including supervision of Nurse Educator Associates and Clinical Preceptors; as well as supervision of nursing students in clinical instruction in the cooperating institutions or centers which are party to this agreement, except in instances where specific arrangements are made; e.g. obstetrics, recovery room, operating room, intensive care, or coronary care units. In these instances, joint supervision and instruction will be shared by the College instructor and a qualified departmental supervisor.
3. Nurse Educator Associate. Full-time or part-time baccalaureate prepared employee of the College, responsible to the Chair of Nursing to the Vice President for Instruction. Responsible for contributing to classroom and clinical instruction in collaboration with and under the direction of the Nurse Educator.
4. Clinical Nurse. Healthcare facility-based nurse who has agreed to serve in this role in a one-day capacity, (such as a clinical shift and/or ACE rotation), with one student in a faculty-led placement.
5. Clinical Preceptors. Healthcare facility-based nurse who has undergone specific education/training to serve as a role model, resource and coach for the nursing students in the Capstone Clinical Experience. The preceptor functions under the direction of the Nurse Educator or Nurse Educator Associate. Preceptors are selected according to written criteria developed by the nursing faculty and agreed to by responsible person(s) in the practice site.
6. Nursing Assistant Primary Instructor and Clinical Teaching Associates. Full-time or part-time associate-or-greater-prepared employee of the College, approved by OSBN and responsible to the Nursing Assistant Program Director, College Chair of Nursing to the Vice President for Instruction. Responsible for the implementation of the Board-approved level one and/or two certified nursing assistant curriculum, including clinical instruction. At least 75% of lecture content delivered by Primary Instructors.
7. College Instructors. Part-time or temporary employee of the College with duties and responsibilities similar to Nurse Educator associates, except that they are limited to specific

courses or assignments as specified in the notice or appointment; e.g nursing in-service course instructor.

8. *Joint Appointment Instructors.* Part-time or temporary employee of the College who are selected for their specific, current expertise in some clinical area and who are regular employees of the cooperating institution or center. They will be assigned by the institution or center with agreement by the College coordinator, to teach specific units in Nursing Care, and/or to supervise clinical practice of skills contained in the units. However, for the period of the joint appointment, they will be paid by and responsible to the College.

AGENDA ITEM REQUEST



Date:

November 28, 2023

Meeting date desired:

December 6, 2023

Subject:

Hangar Ground Lease to Shotgun Ranch Aviation, LLC

Background and policy implications:

Ground lease for vacant lot at airport.

Budget/fiscal impacts:

Thirty thousand dollar "initial rent" plus rent of \$4,650/year.

Requested by:

*John Eisler; Asst. County Counsel
541-416-3919; john.eisler@crookcountyor.gov*

Presenters:

Kelly Coffelt

Legal review (only if requested):

Legal drafted.

Elected official sponsor (if applicable):

N/A

**CROOK COUNTY/PRINEVILLE AIRPORT S39
NON-COMMERCIAL GROUND LEASE AND USE AGREEMENT**

This Crook County Prineville Airport S39 Ground Lease and Use Agreement (“Agreement” or “Lease”) is made effective this 6th day of December, 2023 (the “Commencement Date”), by and between Crook County, a political subdivision of the State of Oregon (“County,” or “Lessor”) and Shotgun Ranch Aviation, LLC, a domestic Limited Liability Company (“Lessee”). County and Lessee may hereinafter be referred to as the “Parties” or individually as a “Party.”

NOW, THEREFORE, for and in consideration of the mutual covenants, promises, and obligations contained herein, the parties agree as follows:

County hereby leases to Lessee the Leased Premises described herein further below and at Exhibit A, located at: **4175 SW Airport Road, Prineville, OR 97754** (address number is tentative)

To have and to hold the Leased Premises pursuant to the rights and obligations described herein, and as more particularly described below, for a Term beginning at the Commencement Date and continuing for a period of : **Twenty Years**

Subject to the termination and renewal rights described below.

This Lease is subject to the County’s Airport Rules and Regulations and Lease Policy (available online from the Airport’s website or from the Airport Manager) as they may be enacted or amended from time to time, as if fully attached and incorporated herein. With the exception of the Adjustment of Rent in section 4.C below, in the event of a conflict between this Agreement and the Lease Policy, the Lease Policy shall control.

1. NOTICES

The Parties are required to update the information in this section. Notices required pursuant to the provisions of this Lease shall be conclusively determined to have been delivered (i) when hand-delivered to the other Party at such addresses listed below, or at such other addresses as the receiving Party may designate by proper notice to the sending Party, or (ii) three days after being deposited in the United States Mail, postage prepaid, addressed as follows:

To County:
Crook County Finance Dept.
Attn: Finance Director
300 NE Third St.
Prineville, OR 97754

To Lessee:
Shotgun Ranch Aviation, LLC
40791 SE Shotgun Rd
Post, OR 97752

With a copy to:
Crook County Counsel
300 NE 3rd Street
Prineville, OR 97754

With a copy to:
Shotgun Ranch Aviation, LLC
3025 100th St. SW C77
Everett, WA 98204

2. PREMISES.

A. Leased Premises.

County hereby leases to Lessee, pursuant to the rents, conditions, and terms herein, and solely for the purpose of approved non-commercial aeronautical activities, 6,400 square feet of ground space (the "Leased Premises") at the Airport in Crook County, Oregon, identified and generally described on Exhibit A, attached and incorporated herein.

B. Condition of Leased Premises.

Lessee warrants and represents that Lessee has carefully and completely examined and inspected the Leased Premises, and Lessee fully understands its responsibilities and obligations with respect to the Leased Premises and this Agreement. Lessee accepts the Leased Premises in an "AS IS", "WHERE IS" condition without representation or warranties from County as to the condition, suitability, environmental condition, or sufficiency of the Leased Premises for engaging in the non-commercial aeronautical activity described or contemplated by this Agreement. Lessee, at its sole cost and expense, agrees that it shall be fully responsible for the remediation of any violation of any applicable federal, state, or local environmental regulations or standards on the Leased Premises.

3. LEASE TERM.

A. Initial Term.

Starting on the Commencement Date, the Leased Premises will be leased for a term of Twenty Years (the "Initial Term"), unless earlier terminated pursuant to the terms of this Lease.

B. Extended Term.

If Lessee is not in default under the Lease, Lessee has the option to extend the term for two additional period(s) of 10 years (the "Extended Term") by providing written notice thereof to County not more than 180 days or less than 90 days before the expiration of the Initial Term or the first Extended Term (for purposes of this Agreement, both the Initial Term and the Extended Term(s) may hereafter be referred to simply as the "Term"), on the condition that said written notice includes, as an exhibit, a professional, independent commercial inspection of the hangar and improvements, performed no more than six months before the date of the written notice, showing an expected useful life of the hangar of greater than 15 years from the date of the end of the expiring Term.

C. Holdover.

There shall be no holdover period. Should Lessee remain in possession after the expiration of the Term, Lessee will be considered a tenant at sufferance, which County may consider as triggering the termination, remedy, and surrender provisions of sections 10 – 12 below at any time without notice and Lessee will be liable for any and all damages resulting from such unauthorized holdover, including but not limited to any and all damages that County is required to pay a new tenant for failing to timely deliver any portion of the Leased Premises or the Improvements.

4. RENT.

A. Initial Rent.

Lessee shall pay Initial Rent of Thirty Thousand Dollars (\$30,000.00) plus Rent, as defined in paragraph B, below, prorated for the current year ending December 31. Initial Rent and Rent for the first year is due and payable upon the signing of this Lease. **Page 63**

B. Rent for Term.

Subject to paragraph C below, Lessee shall pay annual Rent at the rate of \$0.31 per square foot for the Leased Premises and Impact Area space—a sum area of 15,000 square feet—for a total of Four Thousand Six Hundred Fifty (\$4,650.00) per year of this lease term. The Impact Area is measured from the boundary line of the Leased Premises to the midpoint of the centerline of the taxiway and the length of all setbacks. The Impact Area around the Leased Premises is 8,600 square feet. Rent for each subsequent year of the Term is due each December 31. Any payments not received by December 31st will trigger the default provisions of 10.B.i below. All payments shall be made to the County. County hereby reserves the right to institute additional rent, in its sole discretion calculated to cover documented common-area maintenance expenses and applicable to all Airport tenants.

C. Adjustment of Rent.

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

- **Annual Adjustment:** For the duration of the Term, before each annual due date for Rent except for those years subject to an Appraisal Adjustment, the County will adjust the rent in the same percentage as the increase, if any, in the Consumer Price Index (the “Index”) published by the United States Department of Labor, Bureau of Labor Statistics. The increase will be computed by comparing the schedule entitled “U.S. City Average, All Items, All Urban Consumers, 1982–84=100” for the month of October in the year of the Commencement Date or the prior year’s Rent, as applicable, and October’s figures for the current year of the Adjustment Date. All comparisons will be made using Index figures derived from the same base period. If the Index cited above is revised or discontinued during the Term, then the Index that is designated to replace it by BOMA Oregon will be used.
- **Appraisal Adjustment:** At five-year intervals, the next coming in 2025, the County will procure an Appraisal Report, consistent with Title XI of the Financial Institutions Reform, Recover, and Enforcement Act of 1989 (FIRREA) and the Uniform Standards of Professional Appraisal Practice (USPAP) to ascertain Fair Market Rent for all leased space at the Airport, which will form the basis for the adjustment of Rent in that fiscal year.

5. TAXES AND ASSESSMENTS.

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

6. INSURANCE.

Lessee shall be responsible for any and all property damage insurance for Lessee’s hangar, aircraft, and other property on the Leased Premises. Additionally, Lessee, at its sole cost and expense, shall procure and maintain at all times, in full force and effect during the Term of the Lease, a policy or policies of insurance, naming Crook County and the City of Prineville as additional insureds and covering all risks arising directly or indirectly out of Lessee’s activities at the Leased Premises, including but not limited to (1) coverage for hangar premises liability of others; (2) aircraft liability; and (3) if Lessee or any occupant of the Leased Premises has property of others, including aircraft, in their care, custody, or control then they shall maintain hangar

keeper's liability coverage with limits adequate to cover the potential damage. The limits for all such policies shall exceed the minimum of the current statutory limits of liability for the County under the Oregon Tort Claims Act, which as of June 2023 are \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Evidence of the required insurance coverages issued by an insurance company satisfactory to the County shall be provided to the County by way of a County-approved certificate of insurance upon execution of a Lease and each time Rent is due. The certificate of insurance shall contain a requirement that the insurance company notify the County 30 days prior to any cancellation or material change in coverage. If the approved insurance company will not provide this 30-day notice, Lessee shall provide written notice to the County within two calendar days after Lessee becomes aware that its coverage has been cancelled or has been materially changed. Regardless of what circumstances caused Lessee's insurance coverage to cease or be modified, it is Lessee's responsibility to notify the County.

7. RELEASE AND INDEMNIFICATION.

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

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

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

County, City of Prineville and Airport Manager do not guarantee police protection to Lessee, sublessees, or their property. The County is obligated only to provide security adequate to maintain the County's certification under FAA regulations. Lessee shall comply with all applicable regulations of the FAA relating to airport security. Lessee shall pay all fines imposed by the FAA on the County, Airport Manager or Lessee resulting from Lessee's or any sublessees' failure to comply with such FAA regulations or to prevent unauthorized persons or parties from their obtaining access to the air operations area of the Airport from the Leased Premises.

8. COMPLIANCE WITH ALL LAWS.

Lessee hereby agrees to comply with all local, state, and federal laws, ordinances, rules and regulations as they may exist or be enacted in the future. Moreover, Lessee makes the following covenants. Page 65

A. Non-Discrimination.

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

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

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

If Lessee provides any services at the Airport in relation to this Lease, Lessee hereby covenants that it will furnish said services on a reasonable basis to all users thereof, charge reasonable prices for each unit or service, and not unjustly discriminate in any manner thereof.

9. SALE OF THE HANGAR AND IMPROVEMENTS.

If at any time during the Term, Lessee intends to sell the Improvements on the Leased Premises, any proposed sale to a third party requires the prior written consent of County. With said consent, County will provide either an assignment of this Lease to the new purchaser or terminate this Lease and offer the new purchaser a new lease with the same Term ending date as this Lease.

10. TERMINATION AND DEFAULT.

A. Termination

This Lease shall terminate automatically at the expiration of the Term.

B. Default.

The occurrence of any one or more of the following constitutes an event of Default under this Lease:

- i. If Lessee fails to pay any rent, fees, or other charges due under this Lease, County shall deliver to Lessee a written invoice and notice to pay the invoice within ten calendar days. If Lessee fails to pay the balance outstanding within such time, County shall have the right to terminate this Lease immediately;
- ii. Failure by Lessee to complete construction of the Project within the time allotted in the Lease Policy;

- iii. Failure by Lessee to pay any taxes or assessments when due;
- iv. Failure by Lessee to obtain and maintain any insurance or provide evidence of insurance as required by the terms of this Lease and such failure continues and is not remedied within 10 days after notice thereof is given to Lessee;
- v. Failure by Lessee, whether by action or inaction, to comply with any term or condition or fulfill any obligation under this Lease (other than i and iv, above) and such failure continues and is not remedied within 30 days after written notice thereof is given to Lessee; provided, however, that if the failure is of such a nature that it cannot be cured within said 30-day period, then this provision is satisfied if Lessee begins the cure within the 30-day period and thereafter proceeds with reasonable diligence and in good faith to effect the cure within 90 days after County's notice is given to Lessee;
- vi. Lessee becomes insolvent; Lessee makes an assignment for the benefit of creditors other than a Leasehold Mortgagee as defined in the Lease Policy; Lessee files a voluntary petition in bankruptcy; Lessee is adjudged bankrupt or a receiver is appointed for Lessee's properties; the filing of an involuntary bankruptcy petition and Lessee's failure to secure a dismissal of the petition within 75 days after filing; or the attachment of or the levying of execution on the leasehold interest and Lessee's failure to secure discharge of the attachment or release of the levy of execution within 30 days; or
- vii. Lessee is in default after the lapse of any applicable notice and cure period under any mortgage, deed of trust, or contract of sale secured by the improvements on the Leased Premises.

11. REMEDIES.

A. Remedies.

Upon the occurrence of an event of Default, County may exercise any one or more of the remedies set forth in this section or any other remedy available under applicable law or contained in this Lease:

- i. County may terminate this Lease by written notice to Lessee;
- ii. County or County's agent or employee may immediately or at any time thereafter, without terminating the Lease, reenter the Leased Premises and the Improvements either by summary eviction proceedings or by any suitable action or proceeding at law, or by force or otherwise, without being liable to indictment, prosecution, or damages, and may repossess the same, and may remove any person from the Leased Premises and the Improvements, to the end that County may have, hold, and enjoy the Leased Premises and the Improvements. RE-ENTRY OR TAKING POSSESSION OF THE LEASED PREMISES OR THE IMPROVEMENTS BY COUNTY WILL NOT BE CONSTRUED AS AN ELECTION ON ITS PART TO TERMINATE THIS LEASE UNLESS A WRITTEN NOTICE OF SUCH INTENTION IS GIVEN TO LESSEE.
- iii. Whether or not County retakes possession of or relets the Leased Premises and the improvements, County has the right to recover its damages, including without limitation all lost rentals, all legal expenses, all costs incurred by County in restoring the Leased Premises or otherwise preparing the Leased Premises and the improvements for reletting, and all costs incurred by County in reletting the Leased Premises and the improvements.
- iv. To the extent permitted under Oregon law, County may sue periodically for damages as they accrue without barring a later action for further damages. County may in one action recover accrued damages plus damages attributable to the remaining Term equal to the difference between

the Rent reserved in this Lease for the balance of the Term after the time of award and the fair rental value of the Leased Premises and the improvements for the same period, discounted at the time of award at a reasonable rate not to exceed 10 percent per annum. If County relets the Leased Premises and the improvements for the period that otherwise would have constituted all or part of the unexpired portion of the Term, the amount of rent reserved on the reletting will be deemed to be the fair and reasonable rental value for the part or the whole of the Premises and the Improvements so relet during the term of the reletting.

B. County's Self-Help Right.

If Lessee at any time (a) fails to pay any tax or assessment in accordance with the provisions of this Lease, (b) fails to make any other payment required under this Lease, or (c) fails to perform any other obligation on its part to be made or performed under this Lease, then after 10 days' written notice to Lessee (or without notice in the event of an emergency) and without waiving or releasing Lessee from any obligation of Lessee contained in this Lease or from any default by Lessee and without waiving County's right to take any action that is permissible under this Lease as a result of the Default, County may, but is under no obligation to, (i) pay any tax, assessment, or make any other payment required of Lessee under this Lease, and (ii) perform any other act on Lessee's part to be made or performed as provided in this Lease, and may enter the Leased Premises and the Improvements for any such purpose, and take any action that may be necessary. All payments so made by County and all costs and expenses incurred by County, including reasonable attorney fees, in connection with the performance of any such act, will constitute additional Rent payable by Lessee under this Lease and must be paid to County on demand.

C. No Waiver.

No failure by County to insist on the strict performance of any agreement, term, covenant, or condition of this Lease or to exercise any right or remedy consequent upon a breach, and no acceptance of full or partial Rent during the continuance of any such breach, constitutes a waiver of any such breach or of such agreement, term, covenant, or condition. No agreement, term, covenant, or condition to be performed or complied with by Lessee, and no breach by Lessee, may be waived, altered, or modified except by a written instrument executed by County. No waiver of any breach will affect or alter this Lease, but each and every agreement, term, covenant, and condition of this Lease will continue in full force and effect with respect to any other then-existing or subsequent breach.

D. Remedies Cumulative and Nonexclusive.

Each right and remedy provided for in this Lease is cumulative and is in addition to every other right or remedy provided for now or hereafter existing at law or in equity or by statute or otherwise, and County's or Lessee's exercise or beginning to exercise of any one or more of the rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise will not preclude the simultaneous or later exercise by the party in question of any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise.

12. SURRENDER.

County is not responsible for any loss or damages occurring to any property owned by Lessee or any sub-lessee. The provisions of this section 12 survive any termination of this Agreement.

A. No Delay.

Except as otherwise provided herein, on the last day of the Term or the last day Lessee is entitled to possession of the Leased Premises under this Lease, if the Parties are not then negotiating a new lease, Lessee shall surrender and deliver up the Leased Premises to County without delay.

B. Removal of Property.

If Lessee is still entitled to possession, Lessee may remove the hangar, other improvements, and personal property of Lessee, a sublessee, or any other guest/invitee (collectively, "Lessee's Property") on the Leased Premises so long as said improvements are removed on or before the last day that the Lessee is entitled to possession of the Leased Premises. After removal of said improvements, Lessee shall place the premises in a clean and buildable site leaving all utility hookups in place. Any of Lessee's Property that remains on the Leased Premises after the termination of this lease may, at the option of County (1) be deemed to have been abandoned by Lessee or such sub-lessee and may either be retained by County as its property and all rights of Lessee with respect to it will cease or be disposed of, without accountability, in such manner as County sees fit, or (2) if County gives written notice to Lessee to such effect, such property shall be removed by Lessee at Lessee's sole cost and expense. If County elects to hold Lessee to Lessee's obligation to remove, County may effect a removal and place the cost of removal, transportation to storage, and storage on Lessee.

13. RIGHTS AND RESERVATIONS OF COUNTY.

A. Hazards.

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

B. Development.

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

C. Subordination.

This Lease shall be subordinate to the provisions of any existing or future agreement between County and the United States Government, which relates to the operation or maintenance of the Airport and is required as a condition for the expenditure of federal funds for the development, maintenance or repair of Airport infrastructure. In the event that any such existing or future agreement directly causes a material restriction, impairment or interference with Lessee's primary operations on the Leased Premises (referred to as a "Limitation") for a period of less than seven calendar days, this Lease shall continue in full force and effect. If the Limitation lasts more than seven calendar days, Lessee and County shall negotiate in good faith to resolve or mitigate the effect of the Limitation.

If Lessee and County are in good faith unable to resolve or mitigate the effect of the Limitation, and the Limitation lasts between seven and 180 days, then for such period:

- (i) Lessee may suspend the payment of any rent due hereunder;

- (ii) subject to ordinary wear and tear, County shall maintain and preserve the Leased Premises and its improvements in the same condition as they existed on the date such Limitation commenced; and
- (iii) the term of this Lease shall be extended, at Lessee's option, for a period equal to the duration of such Limitation.

If the Limitation lasts more than 180 days, then

- (i) County and Lessee may, but shall not be required to, (a) further adjust the payment of rent and other fees or charges, (b) renegotiate maintenance responsibilities and (c) extend the term of this Lease, or
- (ii) Lessee may terminate this Lease upon 30 days' written notice to County.

D. National Emergencies.

During any war or national emergency, County shall have the right to lease any part of the Airport, including its landing area, to the United States Government. In this event, any provisions of this Lease which are inconsistent with the provisions of the lease to the Government shall be suspended. County shall not be liable for any loss or damages alleged by Lessee as a result of this action. However, nothing in this Lease shall prevent Lessee from pursuing any rights it may have for reimbursement from the United States Government. If any lease between County and the United States Government executed pursuant to this section D directly causes a Limitation for a period of less than seven (7) calendar days, this Lease shall continue in full force and effect. If the Limitation lasts more than seven (7) calendar days, Lessee and County shall negotiate in good faith to resolve or mitigate the effect of the Limitation. If Lessee and County are in good faith unable to resolve or mitigate the effect of the Limitation, then the provisions of subsection C above, shall apply.

E. Sponsor Assurances.

County covenants and agrees that during the term of this Lease it will operate and maintain the Airport and its facilities as a public airport consistent with and pursuant to the Sponsor's Assurances given by County to the United States Government through the Federal Airport Act; and Lessee agrees that this Lease and Lessee's rights and privileges hereunder shall be subordinate to the Sponsor's Assurances.

F. Easements.

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

G. Relocation of Hangar and Leased Premises.

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

H. Lien Granted to County.

Lessee hereby grants County a lien against the Improvements, aircraft, and all personal property that Lessee stores in the hangar. This lien exists and continues for all unpaid amounts that Lessee may owe County, from time to time, and County's assertion of the lien does not relieve Lessee from the obligation to pay the monthly rent as provided in this Agreement. In the event Lessee does not fully and immediately discharge all **Page 70**

unpaid amounts, County is hereby granted and has the right to take and recover possession of the Improvements and satisfy its lien in accordance with Oregon law. The County may also take and recover possession of the stored aircraft and personal property, without notice or other action, exercise its lien against the same, and have and recover all costs and expenses including attorney's fees in connection with the repossession of said hangar, Improvements, aircraft, or personal property and assertion of the lien.

14. MISCELLANEOUS.

A. Governmental Powers.

Nothing in this lease should be construed or interpreted to mean that the County waives, surrenders, or sacrifices any of its governmental powers in any way.

B. Licenses and Permits.

Lessee shall, at its sole expense, obtain and keep in effect all licenses and permits necessary or required for its operations at the Airport.

C. Relationship of the Parties.

Nothing contained in this Lease is to be deemed or construed, either by the Parties to this Lease or by any third party, to create the relationship of principal and agent or to create any partnership, joint venture, or other association between County and Lessee.

D. Cooperation between Tenants.

Lessee must cooperate with all other tenants and users of the Airport and must at all times use the Leased Premises and the Airport in such a manner as to avoid interference with the activities of other Airport users and tenants. Any difference or conflict that may arise between Lessee and other users or tenants will be resolved by the County in the County's sole discretion and not subject to challenge or appeal. If Lessee's lawful enjoyment of the Leased Premises is impaired because of any act or omission of another tenant, Lessee will have no claim against County or its agents.

E. Survival.

All agreements set forth in this Lease, the full performance of which are not required before the expiration or earlier termination of this Lease, will survive the expiration or earlier termination of this Lease and be fully enforceable thereafter.

F. Severability.

If any term or provision of this Lease or the application of the Lease to any person or circumstance is, to any extent, held to be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected, and each term and provision of this Lease will be valid and be enforced to the fullest extent permitted by law.

G. Non-Waiver.

The failure of County to insist upon the performance of any term or provision of this Lease or to exercise any right granted herein shall not constitute a waiver of County's right to insist upon appropriate performance or to assert any such right on any future occasion.

H. Force Majeure.

If either party's performance of an obligation under this Lease (excluding a monetary obligation) is delayed or prevented in whole or in part by (a) any legal requirement (and not attributable to an act or omission of the party); (b) any act of God, fire, or other casualty, flood, storm, explosion, accident, epidemic, war, civil disorder, strike, or other labor difficulty; (c) shortage or failure of supply of materials, labor, fuel, power, equipment, supplies, or transportation; or (d) any other cause not reasonably within the party's control, whether or not the cause is specifically mentioned in this Lease, the party will be excused, discharged, and released of performance to the extent that such performance or obligation (excluding any monetary obligation) is so limited or prevented by the occurrence without liability of any kind.

I. Condemnation.

If the whole of the Leased Premises is taken by a public authority under the power of eminent domain, then the Term of this Agreement will cease on the day of possession by said public authority. If only a part of the Leased Premises is taken under eminent domain, Lessee will have the right to either terminate this Agreement or to continue in possession of the remainder of the Leased Premises. If Lessee remains in possession, all of the terms of this Agreement will continue in full force and effect, with Rent reduced proportionately pursuant to the non-condemned and Lessee-occupied square footage.

J. Nonmerger.

There may be no merger of this Lease, or of the leasehold estate created by this Lease, with the fee estate of the Leased Premises.

K. Costs and Attorney Fees.

In the event there should be a breach or default under any provision of this Lease and either party should retain attorneys or incur other expenses for the collection of rent, fees or charges, or the enforcement of performance or observances of any covenant, obligation or agreement, County and Lessee agree that each party shall be responsible for its own attorneys' fees.

L. Applicable Law and Venue.

This Agreement shall be construed in accordance with and governed by the laws of the State of Oregon. The Parties agree that any civil action will be brought in the circuit court in Crook County.

M. Signature Authority.

The person signing this agreement hereby warrants that he/she has the legal authority to execute this agreement on behalf of the respective party, and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of the entity. Each party is fully entitled to rely on these warranties and representations in entering into this Agreement or any amendment hereto.

N. Binding Effect.

The covenants and agreements contained in this Lease are binding on and inure to the benefit of County, Lessee, and their respective successors and assigns.

O. Recordation.

This Agreement shall not be recorded. Lessee may elect that a memorandum of lease be executed and acknowledged by both parties and recorded in the public records of Crook County, at Lessee's cost.

P. Time Is of the Essence.

Time is of the essence as to the performance of all the covenants, conditions, and agreements of this Lease.

Q. Interpretation.

In interpreting this Lease in its entirety, there must be no inference, by operation of law or otherwise, that any provision of this Lease may be construed against either party hereto. County and Lessee acknowledge that they and their counsel have reviewed and revised this Lease and that any otherwise applicable rule of construction or any other presumption to the effect that any ambiguities are to be resolved against the drafting party will not be used in the interpretation of this Lease or any exhibit or amendment hereto.

R. Headings, Captions, and References.

The headings and captions contained in this Lease are for convenience only and do not in any way define, describe, limit, or amplify the scope or intent of this lease or any term or provision in it. The use of the term "Herein" refers to this Lease as a whole, inclusive of the Exhibits, except when noted otherwise. The use of a masculine or neuter gender in this Lease includes the masculine, feminine, and neuter genders and the singular form includes the plural when the context so requires.

S. Entire Agreement.

This Lease contains the entire agreement between the parties and, except as otherwise provided by the Rules and Regulations and Lease Policy, can be changed, modified, amended, or terminated only by an instrument in writing executed by the parties. Lessee and County mutually acknowledge and agree that there are no verbal agreements or other representations, warranties, or understandings affecting this Lease.

T. Counterparts.

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

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

For Lessee

Shotgun Ranch Aviation, LLC

By: _____

Date: _____

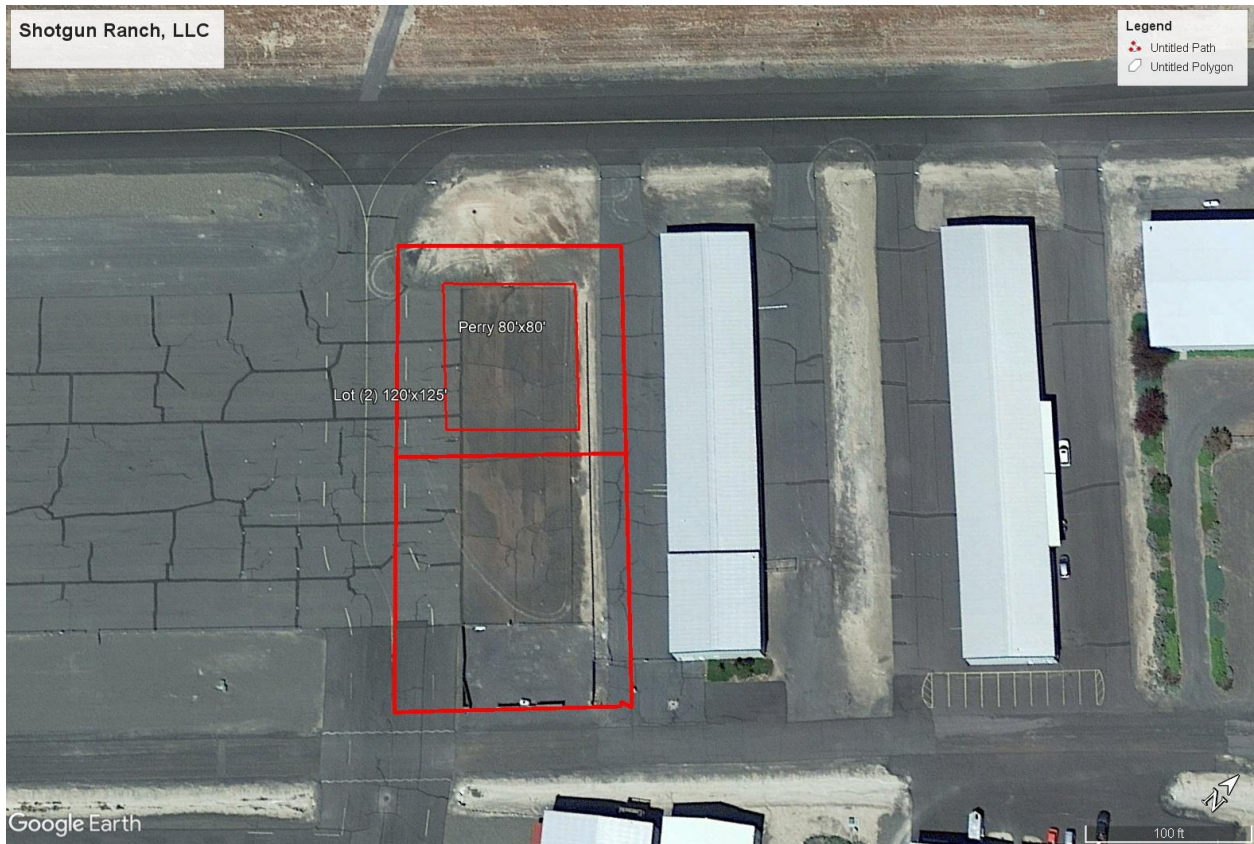
For Crook County

CROOK COUNTY

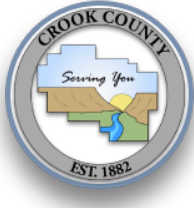
By: _____

Date: _____

Exhibit A



AGENDA ITEM REQUEST



Date:

November 28, 2023

Meeting date desired:

December 6, 2023

Subject:

Hangar Ground Lease to Buddy's Hangars LLC from Cannon Braatz

Background and policy implications:

Ground lease for existing hangar at airport.

Budget/fiscal impacts:

Rent of \$4,884.05/year.

Requested by:

*John Eisler; Asst. County Counsel
541-416-3919; john.eisler@crookcountyor.gov*

Presenters:

Kelly Coffelt

Legal review (only if requested):

Legal drafted.

Elected official sponsor (if applicable):

N/A

After recording, return to:
John Eisler
Crook County Counsel
300 NE Third St.
Prineville, OR 97754

Memorandum of Ground Lease

THIS Memorandum of Ground Lease (Memorandum) is effective December 6th, 2023 (the “Effective Date”), by and between Crook County, a political subdivision of the State of Oregon (Landlord) and Buddy’s Hangars LLC, a Nevada limited liability company (Tenant).

RECITALS

- A. Landlord and Tenant entered into that certain Non-Commercial Ground Lease and Use Agreement (the “Lease”) dated December 6th, 2023, with respect to the real property described on attached Exhibit A (the “Leased Premises”).
- B. Landlord and Tenant desire to record this Memorandum to put third parties on notice of certain terms contained in the Lease.

AGREEMENT

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

1. **Lease Term.** The Term of the Lease expires on December 5th, 2043. With certain conditions met, Tenant has an option to extend the Term of the Lease for two additional ten-year terms.
2. **Use of the Property.** Tenant shall use the Leased Premises primarily for the storage of aircraft.
3. **Ownership of Improvements.** All improvements constructed or installed on the Leased Premises are the property of Tenant. The Parties agree that all Improvements constructed or installed on the Leased Premises by Tenant are hereby severed by agreement and intention of the Parties, even though attached or affixed to the Leased Premises.
4. **No Liens or Merger.** Tenant has no power or authority to permit a lien to attach to the property of Landlord, nor may there be a merger of this Lease, nor of the leasehold estate created by this Lease, with the fee estate of Landlord.
5. **General.**
 - a. This Memorandum must be construed in accordance with the laws of the State of Oregon.
 - b. This Memorandum may be amended only by a written instrument by the parties hereto.

- c. This Memorandum is subject to the requirements and limitations set forth in the Lease. The Lease also contains various covenants, obligations and rights of the Parties, including without limitation, provisions relating to rent, conduct of Tenant, restoration of the Leased Premises, and lender protections.
- d. All capitalized terms not otherwise defined herein have the meaning ascribed in the Lease.

IN WITNESS WHEREOF, the parties have executed this Memorandum effective as of the date first set forth above.

For Tenant
Buddy's Hangars LLC

For Landlord
CROOK COUNTY COURT

By: _____
Terry Rennie, Member/Manager

Seth Crawford, County Judge

By: _____
Marlene Wheeler Rennie, Member/Manager

Brian Barney, County Commissioner

STATE OF OREGON)
) ss:

COUNTY OF CROOK)
This instrument was acknowledged before me on _____, 2023 by Seth Crawford in his capacity as Crook County Judge and Brian Barney in his capacity as Commissioner of Crook County, Oregon.

Notary Public for Oregon

STATE OF)
) ss:

COUNTY OF)
This instrument was acknowledged before me on _____, 2023 by Terry Rennie and Marlene Wheeler Rennie in their capacities as Member/Managers of Buddy's Hangars LLC, a Nevada Limited liability company.

Notary Public for

Exhibit A

A Leasehold in and to the following described property:

A Parcel of Land located in the South one-half (S½) of Section 11, Township 15 South, Range 15 East of the Willamette Meridian, Crook County, Oregon, more particularly described as follows: Beginning at the Southwest corner of said Section 11, thence North 49°49'24" East a distance of 3113.19 feet to the True Point of Beginning; thence North 50°38'54" East a distance of 70.00 feet; thence South 39°21'06" East a distance of 60.00 feet; thence South 50°38'54" West a distance of 70.00 feet; thence North 39°21'06" West a distance of 60.00 feet to the True Point of Beginning.

**CROOK COUNTY/PRINEVILLE AIRPORT S39
NON-COMMERCIAL GROUND LEASE AND USE AGREEMENT**

This Crook County Prineville Airport S39 Ground Lease and Use Agreement (“Agreement” or “Lease”) is effective this 6th day of December, 2023 (the “Commencement Date”), by and between Crook County, a political subdivision of the State of Oregon (“County,” or “Lessor”) and Buddy’s Hangars LLC (“Lessee”). County and Lessee may hereinafter be referred to as the “Parties” or individually as a “Party.”

NOW, THEREFORE, for and in consideration of the mutual covenants, promises, and obligations contained herein, the parties agree as follows:

County hereby leases to Lessee the Leased Premises described herein further below and at Exhibit A, located at: **4221 SW Aviation Boulevard, Prineville, OR 97754**

To have and to hold the Leased Premises pursuant to the rights and obligations described herein, and as more particularly described below, for a Term beginning at the Commencement Date and continuing for a period of: **Twenty Years**

Subject to the termination and renewal rights described below.

This Lease is subject to the County’s Airport Rules and Regulations and Lease Policy (available online from the Airport’s website or from the Airport Manager) as they may be enacted or amended from time to time, as if fully attached and incorporated herein. With the exception of the Adjustment of Rent in section 4.C below, in the event of a conflict between this Agreement and the Lease Policy, the Lease Policy shall control.

1. NOTICES

The Parties are required to update the information in this section. Notices required pursuant to the provisions of this Lease shall be conclusively determined to have been delivered (i) when hand-delivered to the other Party at such addresses listed below, or at such other addresses as the receiving Party may designate by proper notice to the sending Party, or (ii) three days after being deposited in the United States Mail, postage prepaid, addressed as follows:

To County:
Crook County Finance Dept.
Attn: Finance Director
300 NE Third St.
Prineville, OR 97754

To Lessee:
Terrie Rennie
Buddy’s Hangars LLC
PO Box 90192
Henderson, NV 89009

With a copy to:
Crook County Counsel
300 NE 3rd Street
Prineville, OR 97754

2. PREMISES.

A. Leased Premises.

County hereby leases to Lessee, pursuant to the rents, conditions, and terms herein, and solely for the purpose of approved non-commercial aeronautical activities, 4,200 square feet of ground space (the “Leased Premises”) at the Airport in Crook County, Oregon, identified and generally described on Exhibit A, attached and incorporated herein.

B. Condition of Leased Premises.

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

3. LEASE TERM.

A. Initial Term.

Starting on the Commencement Date, the Leased Premises will be leased for a term of twenty years (the “Initial Term”), unless earlier terminated pursuant to the terms of this Lease.

B. Extended Term.

If Lessee is not in default under the Lease, Lessee has the option to extend the term for two additional period(s) of 10 years (the “Extended Term”) by providing written notice thereof to County not more than 180 days or less than 90 days before the expiration of the Initial Term or the first Extended Term (for purposes of this Agreement, both the Initial Term and the Extended Term(s) may hereafter be referred to simply as the “Term”), on the condition that said written notice includes, as an exhibit, a professional, independent commercial inspection of the hangar and improvements, performed no more than six months before the date of the written notice, showing an expected useful life of the hangar of greater than 15 years from the date of the end of the expiring Term.

C. Holdover.

There shall be no holdover period. Should Lessee remain in possession after the expiration of the Term, Lessee will be considered a tenant at sufferance, which County may consider as triggering the termination, remedy, and surrender provisions of sections 10 – 12 below at any time without notice and Lessee will be liable for any and all damages resulting from such unauthorized holdover, including but not limited to any and all damages that County is required to pay a new tenant for failing to timely deliver any portion of the Leased Premises or the Improvements.

4. RENT.

A. Initial Rent.

Lessee shall pay Initial Rent of \$0.00 plus Rent, as defined in paragraph B, below, prorated for the current year ending December 31. Initial Rent and Rent for the first year is due and payable upon the signing of this Lease.

B. Rent for Term.

Subject to paragraph C below, Lessee shall pay annual Rent at the rate of \$0.31 per square foot for the Leased Premises and Impact Area space—a sum area of 15,755 square feet—for a total of \$4884.05 per year of this lease term. The Impact Area is measured from the boundary line of the Leased Premises to the midpoint of the centerline of the taxiway and the length of all setbacks. The Impact Area around the Leased Premises is 11,555 square feet. Rent for each subsequent year of the Term is due each December 31. Any payments not received by December 31st will trigger the default provisions of 10.B.i below. All payments shall be made to the County. County hereby reserves the right to institute additional rent, in its sole discretion calculated to cover documented common-area maintenance expenses and applicable to all Airport tenants.

C. Adjustment of Rent.

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

- **Annual Adjustment:** For the duration of the Term, before each annual due date for Rent except for those years subject to an Appraisal Adjustment, the County will adjust the rent in the same percentage as the increase, if any, in the Consumer Price Index (the “Index”) published by the United States Department of Labor, Bureau of Labor Statistics. The increase will be computed by comparing the schedule entitled “U.S. City Average, All Items, All Urban Consumers, 1982–84=100” for the month of October in the year of the Commencement Date or the prior year’s Rent, as applicable, and October’s figures for the current year of the Adjustment Date. All comparisons will be made using Index figures derived from the same base period. If the Index cited above is revised or discontinued during the Term, then the Index that is designated to replace it by BOMA Oregon will be used.
- **Appraisal Adjustment:** At five-year intervals, the next coming in 2025, the County will procure an Appraisal Report, consistent with Title XI of the Financial Institutions Reform, Recover, and Enforcement Act of 1989 (FIRREA) and the Uniform Standards of Professional Appraisal Practice (USPAP) to ascertain Fair Market Rent for all leased space at the Airport, which will form the basis for the adjustment of Rent in that fiscal year.

5. TAXES AND ASSESSMENTS.

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

6. INSURANCE.

Lessee shall be responsible for any and all property damage insurance for Lessee’s hangar, aircraft, and other property on the Leased Premises. Additionally, Lessee, at its sole cost and expense, shall procure and maintain at all times, in full force and effect during the Term of the Lease, a policy or policies of insurance, naming Crook County and the City of Prineville as additional insureds and covering all risks arising directly or indirectly out of Lessee’s activities at the Leased Premises, including but not limited to (1) coverage for hangar premises liability of others; (2) aircraft liability; and (3) if Lessee or any occupant of the Leased Premises has property of others, including aircraft, in their care, custody, or control then they shall maintain hangar keeper’s liability coverage with limits adequate to cover the potential damage. The limits for all such policies

shall exceed the minimum of the current statutory limits of liability for the County under the Oregon Tort Claims Act, which as of June 2023 are \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Evidence of the required insurance coverages issued by an insurance company satisfactory to the County shall be provided to the County by way of a County-approved certificate of insurance upon execution of a Lease and each time Rent is due. The certificate of insurance shall contain a requirement that the insurance company notify the County 30 days prior to any cancellation or material change in coverage. If the approved insurance company will not provide this 30-day notice, Lessee shall provide written notice to the County within two calendar days after Lessee becomes aware that its coverage has been cancelled or has been materially changed. Regardless of what circumstances caused Lessee's insurance coverage to cease or be modified, it is Lessee's responsibility to notify the County.

7. RELEASE AND INDEMNIFICATION.

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

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

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

County, City of Prineville and Airport Manager do not guarantee police protection to Lessee, sublessees, or their property. The County is obligated only to provide security adequate to maintain the County's certification under FAA regulations. Lessee shall comply with all applicable regulations of the FAA relating to airport security. Lessee shall pay all fines imposed by the FAA on the County, Airport Manager or Lessee resulting from Lessee's or any sublessees' failure to comply with such FAA regulations or to prevent unauthorized persons or parties from their obtaining access to the air operations area of the Airport from the Leased Premises.

8. COMPLIANCE WITH ALL LAWS.

Lessee hereby agrees to comply with all local, state, and federal laws, ordinances, rules and regulations as they may exist or be enacted in the future. Moreover, Lessee makes the following covenants.

A. Non-Discrimination.

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

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

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

If Lessee provides any services at the Airport in relation to this Lease, Lessee hereby covenants that it will furnish said services on a reasonable basis to all users thereof, charge reasonable prices for each unit or service, and not unjustly discriminate in any manner thereof.

9. SALE OF THE HANGAR AND IMPROVEMENTS.

If at any time during the Term, Lessee intends to sell the Improvements on the Leased Premises, any proposed sale to a third party requires the prior written consent of County. With said consent, County will provide either an assignment of this Lease to the new purchaser or terminate this Lease and offer the new purchaser a new lease with the same Term ending date as this Lease.

10. TERMINATION AND DEFAULT.

A. Termination

This Lease shall terminate automatically at the expiration of the Term.

B. Default.

The occurrence of any one or more of the following constitutes an event of Default under this Lease:

- i. If Lessee fails to pay any rent, fees, or other charges due under this Lease, County shall deliver to Lessee a written invoice and notice to pay the invoice within ten calendar days. If Lessee fails to pay the balance outstanding within such time, County shall have the right to terminate this Lease immediately;
- ii. Failure by Lessee to complete construction of the Project within the time allotted in the Lease Policy;

- iii. Failure by Lessee to pay any taxes or assessments when due;
- iv. Failure by Lessee to obtain and maintain any insurance or provide evidence of insurance as required by the terms of this Lease and such failure continues and is not remedied within 10 days after notice thereof is given to Lessee;
- v. Failure by Lessee, whether by action or inaction, to comply with any term or condition or fulfill any obligation under this Lease (other than i and iv, above) and such failure continues and is not remedied within 30 days after written notice thereof is given to Lessee; provided, however, that if the failure is of such a nature that it cannot be cured within said 30-day period, then this provision is satisfied if Lessee begins the cure within the 30-day period and thereafter proceeds with reasonable diligence and in good faith to effect the cure within 90 days after County's notice is given to Lessee;
- vi. Lessee becomes insolvent; Lessee makes an assignment for the benefit of creditors other than a Leasehold Mortgagee as defined in the Lease Policy; Lessee files a voluntary petition in bankruptcy; Lessee is adjudged bankrupt or a receiver is appointed for Lessee's properties; the filing of an involuntary bankruptcy petition and Lessee's failure to secure a dismissal of the petition within 75 days after filing; or the attachment of or the levying of execution on the leasehold interest and Lessee's failure to secure discharge of the attachment or release of the levy of execution within 30 days; or
- vii. Lessee is in default after the lapse of any applicable notice and cure period under any mortgage, deed of trust, or contract of sale secured by the improvements on the Leased Premises.

11. REMEDIES.

A. Remedies.

Upon the occurrence of an event of Default, County may exercise any one or more of the remedies set forth in this section or any other remedy available under applicable law or contained in this Lease:

- i. County may terminate this Lease by written notice to Lessee;
- ii. County or County's agent or employee may immediately or at any time thereafter, without terminating the Lease, reenter the Leased Premises and the Improvements either by summary eviction proceedings or by any suitable action or proceeding at law, or by force or otherwise, without being liable to indictment, prosecution, or damages, and may repossess the same, and may remove any person from the Leased Premises and the Improvements, to the end that County may have, hold, and enjoy the Leased Premises and the Improvements. RE-ENTRY OR TAKING POSSESSION OF THE LEASED PREMISES OR THE IMPROVEMENTS BY COUNTY WILL NOT BE CONSTRUED AS AN ELECTION ON ITS PART TO TERMINATE THIS LEASE UNLESS A WRITTEN NOTICE OF SUCH INTENTION IS GIVEN TO LESSEE.
- iii. Whether or not County retakes possession of or relets the Leased Premises and the improvements, County has the right to recover its damages, including without limitation all lost rentals, all legal expenses, all costs incurred by County in restoring the Leased Premises or otherwise preparing the Leased Premises and the improvements for reletting, and all costs incurred by County in reletting the Leased Premises and the improvements.
- iv. To the extent permitted under Oregon law, County may sue periodically for damages as they accrue without barring a later action for further damages. County may in one action recover accrued damages plus damages attributable to the remaining Term equal to the difference between

the Rent reserved in this Lease for the balance of the Term after the time of award and the fair rental value of the Leased Premises and the improvements for the same period, discounted at the time of award at a reasonable rate not to exceed 10 percent per annum. If County relets the Leased Premises and the improvements for the period that otherwise would have constituted all or part of the unexpired portion of the Term, the amount of rent reserved on the reletting will be deemed to be the fair and reasonable rental value for the part or the whole of the Premises and the Improvements so relet during the term of the reletting.

B. County's Self-Help Right.

If Lessee at any time (a) fails to pay any tax or assessment in accordance with the provisions of this Lease, (b) fails to make any other payment required under this Lease, or (c) fails to perform any other obligation on its part to be made or performed under this Lease, then after 10 days' written notice to Lessee (or without notice in the event of an emergency) and without waiving or releasing Lessee from any obligation of Lessee contained in this Lease or from any default by Lessee and without waiving County's right to take any action that is permissible under this Lease as a result of the Default, County may, but is under no obligation to, (i) pay any tax, assessment, or make any other payment required of Lessee under this Lease, and (ii) perform any other act on Lessee's part to be made or performed as provided in this Lease, and may enter the Leased Premises and the Improvements for any such purpose, and take any action that may be necessary. All payments so made by County and all costs and expenses incurred by County, including reasonable attorney fees, in connection with the performance of any such act, will constitute additional Rent payable by Lessee under this Lease and must be paid to County on demand.

C. No Waiver.

No failure by County to insist on the strict performance of any agreement, term, covenant, or condition of this Lease or to exercise any right or remedy consequent upon a breach, and no acceptance of full or partial Rent during the continuance of any such breach, constitutes a waiver of any such breach or of such agreement, term, covenant, or condition. No agreement, term, covenant, or condition to be performed or complied with by Lessee, and no breach by Lessee, may be waived, altered, or modified except by a written instrument executed by County. No waiver of any breach will affect or alter this Lease, but each and every agreement, term, covenant, and condition of this Lease will continue in full force and effect with respect to any other then-existing or subsequent breach.

D. Remedies Cumulative and Nonexclusive.

Each right and remedy provided for in this Lease is cumulative and is in addition to every other right or remedy provided for now or hereafter existing at law or in equity or by statute or otherwise, and County's or Lessee's exercise or beginning to exercise of any one or more of the rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise will not preclude the simultaneous or later exercise by the party in question of any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise.

12. SURRENDER.

County is not responsible for any loss or damages occurring to any property owned by Lessee or any sub-lessee. The provisions of this section 12 survive any termination of this Agreement.

A. No Delay.

Except as otherwise provided herein, on the last day of the Term or the last day Lessee is entitled to possession of the Leased Premises under this Lease, if the Parties are not then negotiating a new lease, Lessee shall surrender and deliver up the Leased Premises to County without delay.

B. Removal of Property.

If Lessee is still entitled to possession, Lessee may remove the hangar, other improvements, and personal property of Lessee, a sublessee, or any other guest/invitee (collectively, "Lessee's Property") on the Leased Premises so long as said improvements are removed on or before the last day that the Lessee is entitled to possession of the Leased Premises. After removal of said improvements, Lessee shall place the premises in a clean and buildable site leaving all utility hookups in place. Any of Lessee's Property that remains on the Leased Premises after the termination of this lease may, at the option of County (1) be deemed to have been abandoned by Lessee or such sub-lessee and may either be retained by County as its property and all rights of Lessee with respect to it will cease or be disposed of, without accountability, in such manner as County sees fit, or (2) if County gives written notice to Lessee to such effect, such property shall be removed by Lessee at Lessee's sole cost and expense. If County elects to hold Lessee to Lessee's obligation to remove, County may effect a removal and place the cost of removal, transportation to storage, and storage on Lessee.

13. RIGHTS AND RESERVATIONS OF COUNTY.

A. Hazards.

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

B. Development.

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

C. Subordination.

This Lease shall be subordinate to the provisions of any existing or future agreement between County and the United States Government, which relates to the operation or maintenance of the Airport and is required as a condition for the expenditure of federal funds for the development, maintenance or repair of Airport infrastructure. In the event that any such existing or future agreement directly causes a material restriction, impairment or interference with Lessee's primary operations on the Leased Premises (referred to as a "Limitation") for a period of less than seven calendar days, this Lease shall continue in full force and effect. If the Limitation lasts more than seven calendar days, Lessee and County shall negotiate in good faith to resolve or mitigate the effect of the Limitation.

If Lessee and County are in good faith unable to resolve or mitigate the effect of the Limitation, and the Limitation lasts between seven and 180 days, then for such period:

- (i) Lessee may suspend the payment of any rent due hereunder;

- (ii) subject to ordinary wear and tear, County shall maintain and preserve the Leased Premises and its improvements in the same condition as they existed on the date such Limitation commenced; and
- (iii) the term of this Lease shall be extended, at Lessee's option, for a period equal to the duration of such Limitation.

If the Limitation lasts more than 180 days, then

- (i) County and Lessee may, but shall not be required to, (a) further adjust the payment of rent and other fees or charges, (b) renegotiate maintenance responsibilities and (c) extend the term of this Lease, or
- (ii) Lessee may terminate this Lease upon 30 days' written notice to County.

D. National Emergencies.

During any war or national emergency, County shall have the right to lease any part of the Airport, including its landing area, to the United States Government. In this event, any provisions of this Lease which are inconsistent with the provisions of the lease to the Government shall be suspended. County shall not be liable for any loss or damages alleged by Lessee as a result of this action. However, nothing in this Lease shall prevent Lessee from pursuing any rights it may have for reimbursement from the United States Government. If any lease between County and the United States Government executed pursuant to this section D directly causes a Limitation for a period of less than seven (7) calendar days, this Lease shall continue in full force and effect. If the Limitation lasts more than seven (7) calendar days, Lessee and County shall negotiate in good faith to resolve or mitigate the effect of the Limitation. If Lessee and County are in good faith unable to resolve or mitigate the effect of the Limitation, then the provisions of subsection C above, shall apply.

E. Sponsor Assurances.

County covenants and agrees that during the term of this Lease it will operate and maintain the Airport and its facilities as a public airport consistent with and pursuant to the Sponsor's Assurances given by County to the United States Government through the Federal Airport Act; and Lessee agrees that this Lease and Lessee's rights and privileges hereunder shall be subordinate to the Sponsor's Assurances.

F. Easements.

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

G. Relocation of Hangar and Leased Premises.

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

H. Lien Granted to County.

Lessee hereby grants County a lien against the Improvements, aircraft, and all personal property that Lessee stores in the hangar. This lien exists and continues for all unpaid amounts that Lessee may owe County, from time to time, and County's assertion of the lien does not relieve Lessee from the obligation to pay the monthly rent as provided in this Agreement. In the event Lessee does not fully and immediately discharge all **Page 87**

unpaid amounts, County is hereby granted and has the right to take and recover possession of the Improvements and satisfy its lien in accordance with Oregon law. The County may also take and recover possession of the stored aircraft and personal property, without notice or other action, exercise its lien against the same, and have and recover all costs and expenses including attorney's fees in connection with the repossession of said hangar, Improvements, aircraft, or personal property and assertion of the lien.

14. MISCELLANEOUS.

A. Governmental Powers.

Nothing in this lease should be construed or interpreted to mean that the County waives, surrenders, or sacrifices any of its governmental powers in any way.

B. Licenses and Permits.

Lessee shall, at its sole expense, obtain and keep in effect all licenses and permits necessary or required for its operations at the Airport.

C. Relationship of the Parties.

Nothing contained in this Lease is to be deemed or construed, either by the Parties to this Lease or by any third party, to create the relationship of principal and agent or to create any partnership, joint venture, or other association between County and Lessee.

D. Cooperation between Tenants.

Lessee must cooperate with all other tenants and users of the Airport and must at all times use the Leased Premises and the Airport in such a manner as to avoid interference with the activities of other Airport users and tenants. Any difference or conflict that may arise between Lessee and other users or tenants will be resolved by the County in the County's sole discretion and not subject to challenge or appeal. If Lessee's lawful enjoyment of the Leased Premises is impaired because of any act or omission of another tenant, Lessee will have no claim against County or its agents.

E. Survival.

All agreements set forth in this Lease, the full performance of which are not required before the expiration or earlier termination of this Lease, will survive the expiration or earlier termination of this Lease and be fully enforceable thereafter.

F. Severability.

If any term or provision of this Lease or the application of the Lease to any person or circumstance is, to any extent, held to be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected, and each term and provision of this Lease will be valid and be enforced to the fullest extent permitted by law.

G. Non-Waiver.

The failure of County to insist upon the performance of any term or provision of this Lease or to exercise any right granted herein shall not constitute a waiver of County's right to insist upon appropriate performance or to assert any such right on any future occasion.

H. Force Majeure.

If either party's performance of an obligation under this Lease (excluding a monetary obligation) is delayed or prevented in whole or in part by (a) any legal requirement (and not attributable to an act or omission of the party); (b) any act of God, fire, or other casualty, flood, storm, explosion, accident, epidemic, war, civil disorder, strike, or other labor difficulty; (c) shortage or failure of supply of materials, labor, fuel, power, equipment, supplies, or transportation; or (d) any other cause not reasonably within the party's control, whether or not the cause is specifically mentioned in this Lease, the party will be excused, discharged, and released of performance to the extent that such performance or obligation (excluding any monetary obligation) is so limited or prevented by the occurrence without liability of any kind.

I. Condemnation.

If the whole of the Leased Premises is taken by a public authority under the power of eminent domain, then the Term of this Agreement will cease on the day of possession by said public authority. If only a part of the Leased Premises is taken under eminent domain, Lessee will have the right to either terminate this Agreement or to continue in possession of the remainder of the Leased Premises. If Lessee remains in possession, all of the terms of this Agreement will continue in full force and effect, with Rent reduced proportionately pursuant to the non-condemned and Lessee-occupied square footage.

J. Nonmerger.

There may be no merger of this Lease, or of the leasehold estate created by this Lease, with the fee estate of the Leased Premises.

K. Costs and Attorney Fees.

In the event there should be a breach or default under any provision of this Lease and either party should retain attorneys or incur other expenses for the collection of rent, fees or charges, or the enforcement of performance or observances of any covenant, obligation or agreement, County and Lessee agree that each party shall be responsible for its own attorneys' fees.

L. Applicable Law and Venue.

This Agreement shall be construed in accordance with and governed by the laws of the State of Oregon. The Parties agree that any civil action will be brought in the circuit court in Crook County.

M. Signature Authority.

The person signing this agreement hereby warrants that he/she has the legal authority to execute this agreement on behalf of the respective party, and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of the entity. Each party is fully entitled to rely on these warranties and representations in entering into this Agreement or any amendment hereto.

N. Binding Effect.

The covenants and agreements contained in this Lease are binding on and inure to the benefit of County, Lessee, and their respective successors and assigns.

O. Recordation.

This Agreement shall not be recorded. Lessee may elect that a memorandum of lease be executed and acknowledged by both parties and recorded in the public records of Crook County, at Lessee's cost.

P. Time Is of the Essence.

Time is of the essence as to the performance of all the covenants, conditions, and agreements of this Lease.

Q. Interpretation.

In interpreting this Lease in its entirety, there must be no inference, by operation of law or otherwise, that any provision of this Lease may be construed against either party hereto. County and Lessee acknowledge that they and their counsel have reviewed and revised this Lease and that any otherwise applicable rule of construction or any other presumption to the effect that any ambiguities are to be resolved against the drafting party will not be used in the interpretation of this Lease or any exhibit or amendment hereto.

R. Headings, Captions, and References.

The headings and captions contained in this Lease are for convenience only and do not in any way define, describe, limit, or amplify the scope or intent of this lease or any term or provision in it. The use of the term "Herein" refers to this Lease as a whole, inclusive of the Exhibits, except when noted otherwise. The use of a masculine or neuter gender in this Lease includes the masculine, feminine, and neuter genders and the singular form includes the plural when the context so requires.

S. Entire Agreement.

This Lease contains the entire agreement between the parties and, except as otherwise provided by the Rules and Regulations and Lease Policy, can be changed, modified, amended, or terminated only by an instrument in writing executed by the parties. Lessee and County mutually acknowledge and agree that there are no verbal agreements or other representations, warranties, or understandings affecting this Lease.

T. Counterparts.

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

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

For Lessee

Buddy's Hangars LLC

By: _____
Terry Rennie, Member/Manager

Marlene Wheeler Rennie, Member/Manager

Date: _____

For Crook County

CROOK COUNTY

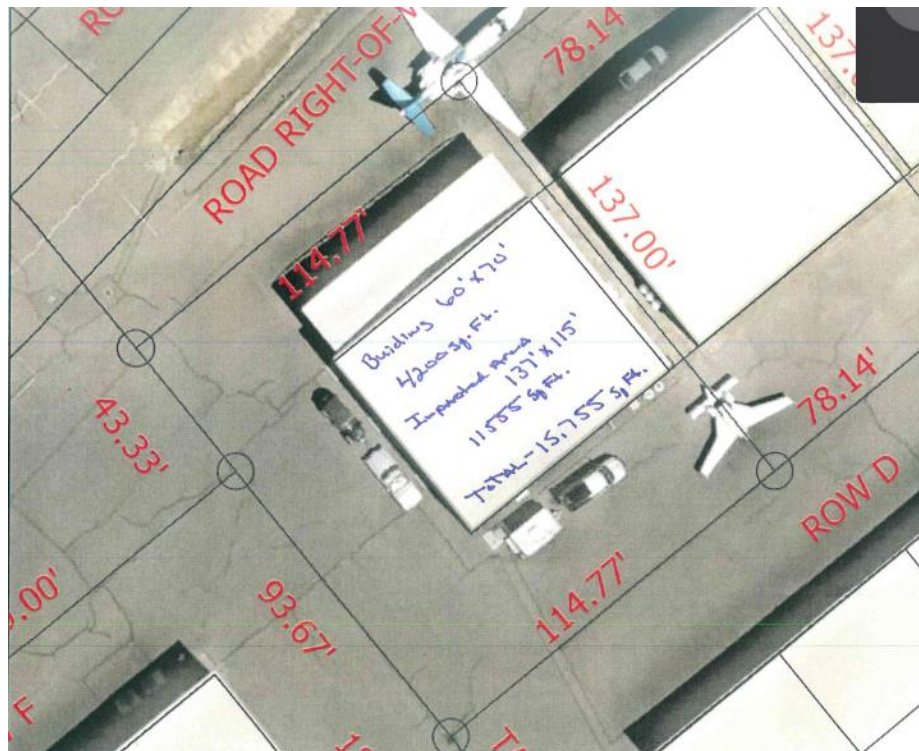
By: _____

Date: _____

Exhibit A

A Leasehold in and to the following described property:

A Parcel of Land located in the South one-half (S½) of Section 11, Township 15 South, Range 15 East of the Willamette Meridian, Crook County, Oregon, more particularly described as follows: Beginning at the Southwest corner of said Section 11, thence North 49°49'24" East a distance of 3113.19 feet to the True Point of Beginning; thence North 50°38'54" East a distance of 70.00 feet; thence South 39°21'06" East a distance of 60.00 feet; thence South 50°38'54" West a distance of 70.00 feet; thence North 39°21'06" West a distance of 60.00 feet to the True Point of Beginning.



After recording, return to:
John Eisler
Crook County Counsel
300 NE Third St.
Prineville, OR 97754

Termination of Private Hangar Land Lease

THIS Termination of Private Hangar Land Lease (Termination) is made effective December 6th, 2023 (the “Effective Date”), by and between Crook County, a political subdivision of the State of Oregon (Landlord) and Cannon Braatz (“Tenant” or “Lessee”).

RECITALS

- A. Crook County and Tenant entered into that certain Hangar Lease (the “Lease”) effective December 20, 2022, the memorandum for which is recorded in the Crook County Clerk’s deed records as document 2022-320409.
- B. Tenant is transferring ownership of the improvements on the Lease and the new owner is entering into a new lease with Landlord for the leased premises.
- C. Landlord and Tenant desire to record this Termination to put third parties on notice.

AGREEMENT

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

1. **Termination.** Notwithstanding any provisions to the contrary, the aforementioned Lease is hereby terminated as of December 6th, 2023.
2. **Use of the Property.** Tenant’s rights to access, use, and exclude others from the leased premises are extinguished concurrently with this Termination.
3. **Ownership of Improvements.** All improvements constructed or installed on the leased premises are not the property of Landlord, even though attached or affixed to the leased premises.
4. **General.**
 - a. This Termination must be construed in accordance with the laws of the State of Oregon.
 - b. This Termination may be amended only by a written instrument by the parties hereto.
 - c. All capitalized terms not otherwise defined herein have the meaning ascribed in the Lease.

///

IN WITNESS WHEREOF, the parties have executed this Termination effective as of the date first set forth above.

For Tenant
Cannon Braatz

For Landlord
CROOK COUNTY COURT

By: Cannon Braatz

Seth Crawford, County Judge

Brian Barney, County Commissioner

STATE OF OREGON)
) ss:
COUNTY OF CROOK)

This instrument was acknowledged before me on _____, 2023 by Seth Crawford in his capacity as Crook County Judge and Brian Barney in his capacity as Commissioner of Crook County, Oregon.

Notary Public for Oregon

STATE OF OREGON)
) ss:
COUNTY OF CROOK)

This instrument was acknowledged before me on _____, 2023 by Cannon Braatz.

Notary Public for Oregon

AGENDA ITEM REQUEST



Date:

November 28, 2023

Meeting date desired:

December 6, 2023

Subject:

Hangar Ground Lease to Buddy's Hangars LLC from Robbins Family Trust

Background and policy implications:

Ground lease for existing hangar at airport.

Budget/fiscal impacts:

Rent of \$4,2742.62/year.

Requested by:

*John Eisler; Asst. County Counsel
541-416-3919; john.eisler@crookcountyor.gov*

Presenters:

Kelly Coffelt

Legal review (only if requested):

Legal drafted.

Elected official sponsor (if applicable):

N/A

After recording, return to:
John Eisler
Crook County Counsel
300 NE Third St.
Prineville, OR 97754

Termination of Private Hangar Land Lease

THIS Termination of Private Hangar Land Lease (Termination) is effective December 6th, 2023 (the “Effective Date”), by and between Crook County, a political subdivision of the State of Oregon (Landlord) and Lesley Linn Robbins and Carolyn Sue Robbins, Trustees of the Lesley and Carolyn Robbins Family Trust, dated June 9, 2000 (“Tenant” or “Lessee”).

RECITALS

- A. Crook County and Tenant entered into that certain Crook County/Prineville Airport S39 Ground Lease and Use Agreement (the “Lease”) effective March 17, 2021, regarding the real property particularly described in the attached Exhibit A.
- B. Tenant is transferring ownership of the improvements on the leasehold, and the new owner is entering into a new lease with Landlord for the leased premises.
- C. Landlord and Tenant desire to record this Termination to put third parties on notice.

AGREEMENT

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

1. **Termination.** Notwithstanding any provisions to the contrary, the aforementioned Lease is hereby terminated as of December 6th, 2023.
2. **Use of the Property.** Tenant’s rights to access, use, and exclude others from the leased premises are extinguished concurrently with this Termination.
3. **Ownership of Improvements.** All improvements constructed or installed on the leased premises are not the property of Landlord, even though attached or affixed to the leased premises.
4. **General.**
 - a. This Termination must be construed in accordance with the laws of the State of Oregon.
 - b. This Termination may be amended only by a written instrument by the parties hereto.
 - c. All capitalized terms not otherwise defined herein have the meaning ascribed in the Lease.

///

IN WITNESS WHEREOF, the parties have executed this Termination effective as of the date first set forth above.

For Tenant

Lesley Linn Robbins and Carolyn Sue Robbins, Trustees of the Lesley and Carolyn Robbins Family Trust, dated June 9, 2000

For Landlord

CROOK COUNTY COURT

Seth Crawford, County Judge

By: Lesley Linn Robbins

Brian Barney, County Commissioner

By: Carolyn Sue Robbins

STATE OF OREGON)
) ss:
COUNTY OF CROOK)

This instrument was acknowledged before me on _____, 2023 by Seth Crawford in his capacity as Crook County Judge and Brian Barney in his capacity as Commissioner of Crook County, Oregon.

Notary Public for Oregon

STATE OF OREGON)
) ss:
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2023 by Lesley Linn Robbins and Carolyn Sue Robbins, in their capacities as Trustees of the Lesley and Carolyn Robbins Family Trust, dated June 9, 2000.

Notary Public for Oregon

Exhibit A

Located in Crook County, Oregon:

A Leasehold Interest in the following described property:

A Parcel of Land located in the South one-half (S½) of Section 11, Township 15 South, Range 15 East of the Willamette Meridian, Crook County, Oregon, more particularly described as follows: Beginning at the Southwest corner of said Section 11, thence North 50°54'25" East a distance of 3362.91 feet to the True Point of Beginning; Thence North 39°21'06" West a distance of 60.00 feet; thence North 50°38'54" East a distance of 60.00 feet; thence South 39°21'06" East a distance of 60.00 feet; thence South 50°38'54" West a distance of 60.00 feet to the True Point of Beginning.

**CROOK COUNTY/PRINEVILLE AIRPORT S39
NON-COMMERCIAL GROUND LEASE AND USE AGREEMENT**

This Crook County Prineville Airport S39 Ground Lease and Use Agreement (“Agreement” or “Lease”) is made effective on this 6th day of December, 2023 (the “Commencement Date”), by and between Crook County, a political subdivision of the State of Oregon (“County,” or “Lessor”) and Buddy’s Hangars LLC (“Lessee”). County and Lessee may hereinafter be referred to as the “Parties” or individually as a “Party.”

NOW, THEREFORE, for and in consideration of the mutual covenants, promises, and obligations contained herein, the parties agree as follows:

County hereby leases to Lessee the Leased Premises described herein further below and at Exhibit A, located at: **4215 Aviation Boulevard, Prineville, OR 97754.**

To have and to hold the Leased Premises pursuant to the rights and obligations described herein, and as more particularly described below, for a Term beginning at the Commencement Date and continuing for a period of : **Twenty Years**

Subject to the termination and renewal rights described below.

This Lease is subject to the County’s Airport Rules and Regulations and Lease Policy (available online from the Airport’s website or from the Airport Manager) as they may be enacted or amended from time to time, as if fully attached and incorporated herein. With the exception of the Adjustment of Rent in section 4.C below, in the event of a conflict between this Agreement and the Lease Policy, the Lease Policy shall control.

1. NOTICES

The Parties are required to update the information in this section. Notices required pursuant to the provisions of this Lease shall be conclusively determined to have been delivered (i) when hand-delivered to the other Party at such addresses listed below, or at such other addresses as the receiving Party may designate by proper notice to the sending Party, or (ii) three days after being deposited in the United States Mail, postage prepaid, addressed as follows:

To County:
Crook County Finance Dept.
Attn: Finance Director
300 NE Third St.
Prineville, OR 97754

To Lessee:
Terrie Rennie
Buddy’s Hangars LLC
PO Box 90192
Henderson, NV 89009

With a copy to:
Crook County Counsel
300 NE 3rd Street
Prineville, OR 97754

2. PREMISES.

A. Leased Premises.

County hereby leases to Lessee, pursuant to the rents, conditions, and terms herein, and solely for the purpose of approved non-commercial aeronautical activities, 3600 square feet of ground space (the “Leased Premises”) at the Airport in Crook County, Oregon, identified and generally described on Exhibit A, attached and incorporated herein.

B. Condition of Leased Premises.

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

3. LEASE TERM.

A. Initial Term.

Starting on the Commencement Date, the Leased Premises will be leased for a term of Twenty Years (the “Initial Term”), unless earlier terminated pursuant to the terms of this Lease.

B. Extended Term.

If Lessee is not in default under the Lease, Lessee has the option to extend the term for two additional period(s) of 10 years (the “Extended Term”) by providing written notice thereof to County not more than 180 days or less than 90 days before the expiration of the Initial Term or the first Extended Term (for purposes of this Agreement, both the Initial Term and the Extended Term(s) may hereafter be referred to simply as the “Term”), on the condition that said written notice includes, as an exhibit, a professional, independent commercial inspection of the hangar and improvements, performed no more than six months before the date of the written notice, showing an expected useful life of the hangar of greater than 15 years from the date of the end of the expiring Term.

C. Holdover.

There shall be no holdover period. Should Lessee remain in possession after the expiration of the Term, Lessee will be considered a tenant at sufferance, which County may consider as triggering the termination, remedy, and surrender provisions of sections 10 – 12 below at any time without notice and Lessee will be liable for any and all damages resulting from such unauthorized holdover, including but not limited to any and all damages that County is required to pay a new tenant for failing to timely deliver any portion of the Leased Premises or the Improvements.

4. RENT.

A. Initial Rent.

Lessee shall pay Initial Rent of \$0.00 plus Rent, as defined in paragraph B, below, prorated for the current year ending December 31. Initial Rent and Rent for the first year is due and payable upon the signing of this **Page 99** Lease.

B. Rent for Term.

Subject to paragraph C below, Lessee shall pay annual Rent at the rate of \$0.31 per square foot for the Leased Premises and Impact Area space—a sum area of 13,702 square feet—for a total of Four Thousand Two Hundred Forty-Seven Dollars and Sixty-Two Cents (\$4,247.62) per year of this lease term. The Impact Area is measured from the boundary line of the Leased Premises to the midpoint of the centerline of the taxiway and the length of all setbacks. The Impact Area around the Leased Premises is 10,102 square feet. Rent for each subsequent year of the Term is due each December 31. Any payments not received by December 31st will trigger the default provisions of 10.B.i below. All payments shall be made to the County. County hereby reserves the right to institute additional rent, in its sole discretion calculated to cover documented common-area maintenance expenses and applicable to all Airport tenants.

C. Adjustment of Rent.

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

- **Annual Adjustment:** For the duration of the Term, before each annual due date for Rent except for those years subject to an Appraisal Adjustment, the County will adjust the rent in the same percentage as the increase, if any, in the Consumer Price Index (the “Index”) published by the United States Department of Labor, Bureau of Labor Statistics. The increase will be computed by comparing the schedule entitled “U.S. City Average, All Items, All Urban Consumers, 1982–84=100” for the month of October in the year of the Commencement Date or the prior year’s Rent, as applicable, and October’s figures for the current year of the Adjustment Date. All comparisons will be made using Index figures derived from the same base period. If the Index cited above is revised or discontinued during the Term, then the Index that is designated to replace it by BOMA Oregon will be used.
- **Appraisal Adjustment:** At five-year intervals, the next coming in 2025, the County will procure an Appraisal Report, consistent with Title XI of the Financial Institutions Reform, Recover, and Enforcement Act of 1989 (FIRREA) and the Uniform Standards of Professional Appraisal Practice (USPAP) to ascertain Fair Market Rent for all leased space at the Airport, which will form the basis for the adjustment of Rent in that fiscal year.

5. TAXES AND ASSESSMENTS.

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

6. INSURANCE.

Lessee shall be responsible for any and all property damage insurance for Lessee’s hangar, aircraft, and other property on the Leased Premises. Additionally, Lessee, at its sole cost and expense, shall procure and maintain at all times, in full force and effect during the Term of the Lease, a policy or policies of insurance, naming Crook County and the City of Prineville as additional insureds and covering all risks arising directly or indirectly out of Lessee’s activities at the Leased Premises, including but not limited to (1) coverage for hangar premises liability of others; (2) aircraft liability; and (3) if Lessee or any occupant of the Leased Premises has property of others, including aircraft, in their care, custody, or control then they shall maintain hangar

keeper's liability coverage with limits adequate to cover the potential damage. The limits for all such policies shall exceed the minimum of the current statutory limits of liability for the County under the Oregon Tort Claims Act, which as of June 2023 are \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Evidence of the required insurance coverages issued by an insurance company satisfactory to the County shall be provided to the County by way of a County-approved certificate of insurance upon execution of a Lease and each time Rent is due. The certificate of insurance shall contain a requirement that the insurance company notify the County 30 days prior to any cancellation or material change in coverage. If the approved insurance company will not provide this 30-day notice, Lessee shall provide written notice to the County within two calendar days after Lessee becomes aware that its coverage has been cancelled or has been materially changed. Regardless of what circumstances caused Lessee's insurance coverage to cease or be modified, it is Lessee's responsibility to notify the County.

7. RELEASE AND INDEMNIFICATION.

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

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

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

County, City of Prineville and Airport Manager do not guarantee police protection to Lessee, sublessees, or their property. The County is obligated only to provide security adequate to maintain the County's certification under FAA regulations. Lessee shall comply with all applicable regulations of the FAA relating to airport security. Lessee shall pay all fines imposed by the FAA on the County, Airport Manager or Lessee resulting from Lessee's or any sublessees' failure to comply with such FAA regulations or to prevent unauthorized persons or parties from their obtaining access to the air operations area of the Airport from the Leased Premises.

8. COMPLIANCE WITH ALL LAWS.

Lessee hereby agrees to comply with all local, state, and federal laws, ordinances, rules and regulations as they may exist or be enacted in the future. Moreover, Lessee makes the following covenants. Page 101

A. Non-Discrimination.

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

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

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

If Lessee provides any services at the Airport in relation to this Lease, Lessee hereby covenants that it will furnish said services on a reasonable basis to all users thereof, charge reasonable prices for each unit or service, and not unjustly discriminate in any manner thereof.

9. SALE OF THE HANGAR AND IMPROVEMENTS.

If at any time during the Term, Lessee intends to sell the Improvements on the Leased Premises, any proposed sale to a third party requires the prior written consent of County. With said consent, County will provide either an assignment of this Lease to the new purchaser or terminate this Lease and offer the new purchaser a new lease with the same Term ending date as this Lease.

10. TERMINATION AND DEFAULT.

A. Termination

This Lease shall terminate automatically at the expiration of the Term.

B. Default.

The occurrence of any one or more of the following constitutes an event of Default under this Lease:

- i. If Lessee fails to pay any rent, fees, or other charges due under this Lease, County shall deliver to Lessee a written invoice and notice to pay the invoice within ten calendar days. If Lessee fails to pay the balance outstanding within such time, County shall have the right to terminate this Lease immediately;
- ii. Failure by Lessee to complete construction of the Project within the time allotted in the Lease Policy;

- iii. Failure by Lessee to pay any taxes or assessments when due;
- iv. Failure by Lessee to obtain and maintain any insurance or provide evidence of insurance as required by the terms of this Lease and such failure continues and is not remedied within 10 days after notice thereof is given to Lessee;
- v. Failure by Lessee, whether by action or inaction, to comply with any term or condition or fulfill any obligation under this Lease (other than i and iv, above) and such failure continues and is not remedied within 30 days after written notice thereof is given to Lessee; provided, however, that if the failure is of such a nature that it cannot be cured within said 30-day period, then this provision is satisfied if Lessee begins the cure within the 30-day period and thereafter proceeds with reasonable diligence and in good faith to effect the cure within 90 days after County's notice is given to Lessee;
- vi. Lessee becomes insolvent; Lessee makes an assignment for the benefit of creditors other than a Leasehold Mortgagee as defined in the Lease Policy; Lessee files a voluntary petition in bankruptcy; Lessee is adjudged bankrupt or a receiver is appointed for Lessee's properties; the filing of an involuntary bankruptcy petition and Lessee's failure to secure a dismissal of the petition within 75 days after filing; or the attachment of or the levying of execution on the leasehold interest and Lessee's failure to secure discharge of the attachment or release of the levy of execution within 30 days; or
- vii. Lessee is in default after the lapse of any applicable notice and cure period under any mortgage, deed of trust, or contract of sale secured by the improvements on the Leased Premises.

11. REMEDIES.

A. Remedies.

Upon the occurrence of an event of Default, County may exercise any one or more of the remedies set forth in this section or any other remedy available under applicable law or contained in this Lease:

- i. County may terminate this Lease by written notice to Lessee;
- ii. County or County's agent or employee may immediately or at any time thereafter, without terminating the Lease, reenter the Leased Premises and the Improvements either by summary eviction proceedings or by any suitable action or proceeding at law, or by force or otherwise, without being liable to indictment, prosecution, or damages, and may repossess the same, and may remove any person from the Leased Premises and the Improvements, to the end that County may have, hold, and enjoy the Leased Premises and the Improvements. RE-ENTRY OR TAKING POSSESSION OF THE LEASED PREMISES OR THE IMPROVEMENTS BY COUNTY WILL NOT BE CONSTRUED AS AN ELECTION ON ITS PART TO TERMINATE THIS LEASE UNLESS A WRITTEN NOTICE OF SUCH INTENTION IS GIVEN TO LESSEE.
- iii. Whether or not County retakes possession of or relets the Leased Premises and the improvements, County has the right to recover its damages, including without limitation all lost rentals, all legal expenses, all costs incurred by County in restoring the Leased Premises or otherwise preparing the Leased Premises and the improvements for reletting, and all costs incurred by County in reletting the Leased Premises and the improvements.
- iv. To the extent permitted under Oregon law, County may sue periodically for damages as they accrue without barring a later action for further damages. County may in one action recover accrued damages plus damages attributable to the remaining Term equal to the difference between

the Rent reserved in this Lease for the balance of the Term after the time of award and the fair rental value of the Leased Premises and the improvements for the same period, discounted at the time of award at a reasonable rate not to exceed 10 percent per annum. If County relets the Leased Premises and the improvements for the period that otherwise would have constituted all or part of the unexpired portion of the Term, the amount of rent reserved on the reletting will be deemed to be the fair and reasonable rental value for the part or the whole of the Premises and the Improvements so relet during the term of the reletting.

B. County's Self-Help Right.

If Lessee at any time (a) fails to pay any tax or assessment in accordance with the provisions of this Lease, (b) fails to make any other payment required under this Lease, or (c) fails to perform any other obligation on its part to be made or performed under this Lease, then after 10 days' written notice to Lessee (or without notice in the event of an emergency) and without waiving or releasing Lessee from any obligation of Lessee contained in this Lease or from any default by Lessee and without waiving County's right to take any action that is permissible under this Lease as a result of the Default, County may, but is under no obligation to, (i) pay any tax, assessment, or make any other payment required of Lessee under this Lease, and (ii) perform any other act on Lessee's part to be made or performed as provided in this Lease, and may enter the Leased Premises and the Improvements for any such purpose, and take any action that may be necessary. All payments so made by County and all costs and expenses incurred by County, including reasonable attorney fees, in connection with the performance of any such act, will constitute additional Rent payable by Lessee under this Lease and must be paid to County on demand.

C. No Waiver.

No failure by County to insist on the strict performance of any agreement, term, covenant, or condition of this Lease or to exercise any right or remedy consequent upon a breach, and no acceptance of full or partial Rent during the continuance of any such breach, constitutes a waiver of any such breach or of such agreement, term, covenant, or condition. No agreement, term, covenant, or condition to be performed or complied with by Lessee, and no breach by Lessee, may be waived, altered, or modified except by a written instrument executed by County. No waiver of any breach will affect or alter this Lease, but each and every agreement, term, covenant, and condition of this Lease will continue in full force and effect with respect to any other then-existing or subsequent breach.

D. Remedies Cumulative and Nonexclusive.

Each right and remedy provided for in this Lease is cumulative and is in addition to every other right or remedy provided for now or hereafter existing at law or in equity or by statute or otherwise, and County's or Lessee's exercise or beginning to exercise of any one or more of the rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise will not preclude the simultaneous or later exercise by the party in question of any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise.

12. SURRENDER.

County is not responsible for any loss or damages occurring to any property owned by Lessee or any sub-lessee. The provisions of this section 12 survive any termination of this Agreement.

A. No Delay.

Except as otherwise provided herein, on the last day of the Term or the last day Lessee is entitled to possession of the Leased Premises under this Lease, if the Parties are not then negotiating a new lease, Lessee shall surrender and deliver up the Leased Premises to County without delay.

B. Removal of Property.

If Lessee is still entitled to possession, Lessee may remove the hangar, other improvements, and personal property of Lessee, a sublessee, or any other guest/invitee (collectively, "Lessee's Property") on the Leased Premises so long as said improvements are removed on or before the last day that the Lessee is entitled to possession of the Leased Premises. After removal of said improvements, Lessee shall place the premises in a clean and buildable site leaving all utility hookups in place. Any of Lessee's Property that remains on the Leased Premises after the termination of this lease may, at the option of County (1) be deemed to have been abandoned by Lessee or such sub-lessee and may either be retained by County as its property and all rights of Lessee with respect to it will cease or be disposed of, without accountability, in such manner as County sees fit, or (2) if County gives written notice to Lessee to such effect, such property shall be removed by Lessee at Lessee's sole cost and expense. If County elects to hold Lessee to Lessee's obligation to remove, County may effect a removal and place the cost of removal, transportation to storage, and storage on Lessee.

13. RIGHTS AND RESERVATIONS OF COUNTY.

A. Hazards.

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

B. Development.

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

C. Subordination.

This Lease shall be subordinate to the provisions of any existing or future agreement between County and the United States Government, which relates to the operation or maintenance of the Airport and is required as a condition for the expenditure of federal funds for the development, maintenance or repair of Airport infrastructure. In the event that any such existing or future agreement directly causes a material restriction, impairment or interference with Lessee's primary operations on the Leased Premises (referred to as a "Limitation") for a period of less than seven calendar days, this Lease shall continue in full force and effect. If the Limitation lasts more than seven calendar days, Lessee and County shall negotiate in good faith to resolve or mitigate the effect of the Limitation.

If Lessee and County are in good faith unable to resolve or mitigate the effect of the Limitation, and the Limitation lasts between seven and 180 days, then for such period:

- (i) Lessee may suspend the payment of any rent due hereunder;

- (ii) subject to ordinary wear and tear, County shall maintain and preserve the Leased Premises and its improvements in the same condition as they existed on the date such Limitation commenced; and
- (iii) the term of this Lease shall be extended, at Lessee's option, for a period equal to the duration of such Limitation.

If the Limitation lasts more than 180 days, then

- (i) County and Lessee may, but shall not be required to, (a) further adjust the payment of rent and other fees or charges, (b) renegotiate maintenance responsibilities and (c) extend the term of this Lease, or
- (ii) Lessee may terminate this Lease upon 30 days' written notice to County.

D. National Emergencies.

During any war or national emergency, County shall have the right to lease any part of the Airport, including its landing area, to the United States Government. In this event, any provisions of this Lease which are inconsistent with the provisions of the lease to the Government shall be suspended. County shall not be liable for any loss or damages alleged by Lessee as a result of this action. However, nothing in this Lease shall prevent Lessee from pursuing any rights it may have for reimbursement from the United States Government. If any lease between County and the United States Government executed pursuant to this section D directly causes a Limitation for a period of less than seven (7) calendar days, this Lease shall continue in full force and effect. If the Limitation lasts more than seven (7) calendar days, Lessee and County shall negotiate in good faith to resolve or mitigate the effect of the Limitation. If Lessee and County are in good faith unable to resolve or mitigate the effect of the Limitation, then the provisions of subsection C above, shall apply.

E. Sponsor Assurances.

County covenants and agrees that during the term of this Lease it will operate and maintain the Airport and its facilities as a public airport consistent with and pursuant to the Sponsor's Assurances given by County to the United States Government through the Federal Airport Act; and Lessee agrees that this Lease and Lessee's rights and privileges hereunder shall be subordinate to the Sponsor's Assurances.

F. Easements.

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

G. Relocation of Hangar and Leased Premises.

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

H. Lien Granted to County.

Lessee hereby grants County a lien against the Improvements, aircraft, and all personal property that Lessee stores in the hangar. This lien exists and continues for all unpaid amounts that Lessee may owe County, from time to time, and County's assertion of the lien does not relieve Lessee from the obligation to pay the monthly rent as provided in this Agreement. In the event Lessee does not fully and immediately discharge a

unpaid amounts, County is hereby granted and has the right to take and recover possession of the Improvements and satisfy its lien in accordance with Oregon law. The County may also take and recover possession of the stored aircraft and personal property, without notice or other action, exercise its lien against the same, and have and recover all costs and expenses including attorney's fees in connection with the repossession of said hangar, Improvements, aircraft, or personal property and assertion of the lien.

14. MISCELLANEOUS.

A. Governmental Powers.

Nothing in this lease should be construed or interpreted to mean that the County waives, surrenders, or sacrifices any of its governmental powers in any way.

B. Licenses and Permits.

Lessee shall, at its sole expense, obtain and keep in effect all licenses and permits necessary or required for its operations at the Airport.

C. Relationship of the Parties.

Nothing contained in this Lease is to be deemed or construed, either by the Parties to this Lease or by any third party, to create the relationship of principal and agent or to create any partnership, joint venture, or other association between County and Lessee.

D. Cooperation between Tenants.

Lessee must cooperate with all other tenants and users of the Airport and must at all times use the Leased Premises and the Airport in such a manner as to avoid interference with the activities of other Airport users and tenants. Any difference or conflict that may arise between Lessee and other users or tenants will be resolved by the County in the County's sole discretion and not subject to challenge or appeal. If Lessee's lawful enjoyment of the Leased Premises is impaired because of any act or omission of another tenant, Lessee will have no claim against County or its agents.

E. Survival.

All agreements set forth in this Lease, the full performance of which are not required before the expiration or earlier termination of this Lease, will survive the expiration or earlier termination of this Lease and be fully enforceable thereafter.

F. Severability.

If any term or provision of this Lease or the application of the Lease to any person or circumstance is, to any extent, held to be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected, and each term and provision of this Lease will be valid and be enforced to the fullest extent permitted by law.

G. Non-Waiver.

The failure of County to insist upon the performance of any term or provision of this Lease or to exercise any right granted herein shall not constitute a waiver of County's right to insist upon appropriate performance or to assert any such right on any future occasion.

H. Force Majeure.

If either party's performance of an obligation under this Lease (excluding a monetary obligation) is delayed or prevented in whole or in part by (a) any legal requirement (and not attributable to an act or omission of the party); (b) any act of God, fire, or other casualty, flood, storm, explosion, accident, epidemic, war, civil disorder, strike, or other labor difficulty; (c) shortage or failure of supply of materials, labor, fuel, power, equipment, supplies, or transportation; or (d) any other cause not reasonably within the party's control, whether or not the cause is specifically mentioned in this Lease, the party will be excused, discharged, and released of performance to the extent that such performance or obligation (excluding any monetary obligation) is so limited or prevented by the occurrence without liability of any kind.

I. Condemnation.

If the whole of the Leased Premises is taken by a public authority under the power of eminent domain, then the Term of this Agreement will cease on the day of possession by said public authority. If only a part of the Leased Premises is taken under eminent domain, Lessee will have the right to either terminate this Agreement or to continue in possession of the remainder of the Leased Premises. If Lessee remains in possession, all of the terms of this Agreement will continue in full force and effect, with Rent reduced proportionately pursuant to the non-condemned and Lessee-occupied square footage.

J. Nonmerger.

There may be no merger of this Lease, or of the leasehold estate created by this Lease, with the fee estate of the Leased Premises.

K. Costs and Attorney Fees.

In the event there should be a breach or default under any provision of this Lease and either party should retain attorneys or incur other expenses for the collection of rent, fees or charges, or the enforcement of performance or observances of any covenant, obligation or agreement, County and Lessee agree that each party shall be responsible for its own attorneys' fees.

L. Applicable Law and Venue.

This Agreement shall be construed in accordance with and governed by the laws of the State of Oregon. The Parties agree that any civil action will be brought in the circuit court in Crook County.

M. Signature Authority.

The person signing this agreement hereby warrants that he/she has the legal authority to execute this agreement on behalf of the respective party, and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of the entity. Each party is fully entitled to rely on these warranties and representations in entering into this Agreement or any amendment hereto.

N. Binding Effect.

The covenants and agreements contained in this Lease are binding on and inure to the benefit of County, Lessee, and their respective successors and assigns.

O. Recordation.

This Agreement shall not be recorded. Lessee may elect that a memorandum of lease be executed and acknowledged by both parties and recorded in the public records of Crook County, at Lessee's cost.

P. Time Is of the Essence.

Time is of the essence as to the performance of all the covenants, conditions, and agreements of this Lease.

Q. Interpretation.

In interpreting this Lease in its entirety, there must be no inference, by operation of law or otherwise, that any provision of this Lease may be construed against either party hereto. County and Lessee acknowledge that they and their counsel have reviewed and revised this Lease and that any otherwise applicable rule of construction or any other presumption to the effect that any ambiguities are to be resolved against the drafting party will not be used in the interpretation of this Lease or any exhibit or amendment hereto.

R. Headings, Captions, and References.

The headings and captions contained in this Lease are for convenience only and do not in any way define, describe, limit, or amplify the scope or intent of this lease or any term or provision in it. The use of the term "Herein" refers to this Lease as a whole, inclusive of the Exhibits, except when noted otherwise. The use of a masculine or neuter gender in this Lease includes the masculine, feminine, and neuter genders and the singular form includes the plural when the context so requires.

S. Entire Agreement.

This Lease contains the entire agreement between the parties and, except as otherwise provided by the Rules and Regulations and Lease Policy, can be changed, modified, amended, or terminated only by an instrument in writing executed by the parties. Lessee and County mutually acknowledge and agree that there are no verbal agreements or other representations, warranties, or understandings affecting this Lease.

T. Counterparts.

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

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

For Lessee

Buddy's Hangars LLC

By: _____
Terry Rennie, Member/Manager

Marlene Wheeler Rennie, Member/Manager

Date: _____

For Crook County

CROOK COUNTY

By: _____

Date: _____

Exhibit A

Located in Crook County, Oregon:

A Leasehold Interest in the following described property:

A Parcel of Land located in the South one-half (S½) of Section 11, Township 15 South, Range 15 East of the Willamette Meridian, Crook County, Oregon, more particularly described as follows: Beginning at the Southwest corner of said Section 11, thence North 50°54'25" East a distance of 3362.91 feet to the True Point of Beginning; Thence North 39°21'06" West a distance of 60.00 feet; thence North 50°38'54" East a distance of 60.00 feet; thence South 39°21'06" East a distance of 60.00 feet; thence South 50°38'54" West a distance of 60.00 feet to the True Point of Beginning.



After recording, return to:
John Eisler
Crook County Counsel
300 NE Third St.
Prineville, OR 97754

Memorandum of Ground Lease

THIS Memorandum of Ground Lease (Memorandum) is effective December 6th, 2023 (the “Effective Date”), by and between Crook County, a political subdivision of the State of Oregon (Landlord) and Buddy’s Hangars LLC, a Nevada limited liability company (Tenant).

RECITALS

- A. Landlord and Tenant entered into that certain Ground Lease and Use Agreement (the “Lease”) dated December 6th, 2023, with respect to the real property described on attached Exhibit A (the “Leased Premises”).
- B. Landlord and Tenant desire to record this Memorandum to put third parties on notice of certain terms contained in the Lease.

AGREEMENT

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

1. **Lease Term.** The Term of the Lease expires on December 5th, 2043. With certain conditions met, Tenant has an option to extend the Term of the Lease for two additional ten-year terms.
2. **Use of the Property.** Tenant shall use the Leased Premises primarily for the storage of aircraft.
3. **Ownership of Improvements.** All improvements constructed or installed on the Leased Premises are the property of Tenant. The Parties agree that all Improvements constructed or installed on the Leased Premises by Tenant are hereby severed by agreement and intention of the Parties, even though attached or affixed to the Leased Premises.
4. **No Liens or Merger.** Tenant has no power or authority to permit a lien to attach to the property of Landlord, nor may there be a merger of this Lease, nor of the leasehold estate created by this Lease, with the fee estate of Landlord.
5. **General.**
 - a. This Memorandum must be construed in accordance with the laws of the State of Oregon.
 - b. This Memorandum may be amended only by a written instrument by the parties hereto.

- c. This Memorandum is subject to the requirements and limitations set forth in the Lease. The Lease also contains various covenants, obligations and rights of the Parties, including without limitation, provisions relating to rent, conduct of Tenant, restoration of the Leased Premises, and lender protections.
- d. All capitalized terms not otherwise defined herein have the meaning ascribed in the Lease.

IN WITNESS WHEREOF, the parties have executed this Memorandum effective as of the date first set forth above.

For Tenant
Buddy's Hangars LLC

For Landlord
CROOK COUNTY COURT

By: _____
Terry Rennie, Member/Manager

Seth Crawford, County Judge

By: _____
Marlene Wheeler Rennie, Member/Manager

Brian Barney, County Commissioner

STATE OF OREGON)
) ss:
COUNTY OF CROOK)

This instrument was acknowledged before me on _____, 2023 by Seth Crawford in his capacity as Crook County Judge and Brian Barney in his capacity as Commissioner of Crook County, Oregon.

Notary Public for Oregon

STATE OF)
) ss:
COUNTY OF)

This instrument was acknowledged before me on _____, 2023 by Terry Rennie and Marlene Wheeler Rennie in their capacities as Member/Managers of Buddy's Hangars LLC, a Nevada Limited liability company.

Notary Public for

Exhibit A

Located in Crook County, Oregon:

A Leasehold Interest in the following described property:

A Parcel of Land located in the South one-half (S½) of Section 11, Township 15 South, Range 15 East of the Willamette Meridian, Crook County, Oregon, more particularly described as follows: Beginning at the Southwest corner of said Section 11, thence North 50°54'25" East a distance of 3362.91 feet to the True Point of Beginning; Thence North 39°21'06" West a distance of 60.00 feet; thence North 50°38'54" East a distance of 60.00 feet; thence South 39°21'06" East a distance of 60.00 feet; thence South 50°38'54" West a distance of 60.00 feet to the True Point of Beginning.

AGENDA ITEM REQUEST



Date: 11/6/2023

Meeting date desired: 12/06/2023

Subject: Airport – Execution of CORE grant Runway, design/engineering and bidding

Background and policy implications:

The CORE grant provided by the Oregon department of Aviation in the amount of 45k will fund help fund the local FAA match requirement for this project.

Budget/fiscal impacts:

\$45,000 has been awarded to the airport in support of the approximate \$50,000 local match requirement. Net airport expenditure for the \$500k project will be approx. \$5000.00 which has been budgeted.

* Budget on document shows Match at \$10,250.00. This was placed when the application was submitted a year ago for some flexibility as actual cost were undetermined.

Requested by:

Kelly Coffelt Airport Manager.

Presenters:

Kelly Coffelt – Airport Manager

Legal review (only if requested):

Legal reviewed

GRANT AGREEMENT
CRITICAL OREGON AIRPORT RELIEF GRANT PROGRAM AGREEMENT
Crook County / Prineville Airport

Project Name: Runway 15-33 Rehabilitation:
Phase 1 – Design and Bidding

BACKGROUND

A. The State of Oregon has established the Aviation System Action Program (the “Program”) pursuant to ORS 319.023(5).

B. Among the purposes of the Program are:

- i. Assisting airports in Oregon with match requirements for Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grants;
- ii. Making grants for emergency preparedness and infrastructure projects in accordance with the Oregon Resilience Plan or the Oregon Aviation Plan; and
- iii. Making grants for services critical or essential to aviation; aviation-related business development; and airport development for local economic development.

C. Recipient applied for a grant through the Program to undertake the project described in Exhibit A , attached and incorporated by this reference (the “Project”). The Project will benefit the **Prineville Airport (the “Airport”)**.

D. ODAV approved a grant in the maximum amount of **\$45,000.00** and is willing to provide the grant to Recipient for the Project on the terms and conditions of this Agreement.

TERMS OF AGREEMENT

1. Effective Date. This Agreement shall become effective on the date that it is fully executed and approved as required by applicable law (the “Effective Date”). Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project costs incurred on or after the Effective Date through the date that is two years after the Effective Date (the “Availability Termination Date”). No Grant Funds are available for any expenditure before the Effective Date or after the Availability Termination Date.

2. Agreement Documents. This Agreement consists of this document and the following documents :

- a. Exhibit A: **Project Description, Milestones, Schedule and Budget**
- b. Exhibit B: **Application and documents provided by Recipient to ODAV prior to the execution of this Agreement**

c. Exhibit C: **Subagreement Insurance Requirements**

Exhibits A, B, and C are incorporated by reference into this Agreement and are attached hereto. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: This Agreement without Exhibits; Exhibit A; Exhibit B; Exhibit C.

3. Project Cost; Grant Funds; Match; Reimbursement Rate.

a. **Project Cost:** The total Project cost is estimated at **\$505,250.00** (the "Total Project Cost"), of which **\$450,000.00** is being funded by an FAA AIP grant to Recipient (the "FAA Grant Amount"). The difference between the Total Project Cost and the FAA Grant Amount, **\$55,250.00**, is the "Gap Amount."

b. **Grant Funds; Match:** ODAV shall provide grant funds to Recipient in an amount not to exceed **\$45,000.00** or **8.91%** of the Total Project Cost, whichever is less (the "Grant Funds"). Recipient shall be responsible for providing matching funds in the amount of **\$10,250.00** or **18.55%** of the Gap Amount, whichever is greater, for its portion of the Total Project Cost as reflected in Exhibit A, Table 2 (Funding Breakdown).

c. **Reimbursement Rate:** ODAV shall reimburse Recipient for **8.91%** of the amount of Eligible Costs, provided that in no event shall the total amount reimbursed exceed the sum of **\$45,000.00**. ODAV will withhold five percent (5%) from each disbursement as Retainage (the "Retainage"), which is payable as provided in Section 9.c.

4. Project Implementation and Completion. Recipient shall implement and complete the Project in accordance with the plans and specifications and all documents or plans included in Exhibit A, incorporated herein, as they may be revised or modified with the approval of ODAV. In accordance with the provisions of Section 6, Recipient shall notify ODAV in writing of all changes in the project activities prior to performing any changes and shall not perform any changes without written prior approval from ODAV.

5. Grant Funds.

a. **Use of Grant Funds; Grant Award; No Exclusive Right.** The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless ODAV approves such changes pursuant to the Project Change Procedures in Section 6 or pursuant to the Amendment provisions of Section 15.c.

- i. Recipient agrees to substantially initiate the Project within six (6) months of the Effective Date.
- ii. In accepting the Grant Funds, Recipient, its contractors, lessees, and their successors and assigns covenant not to sell, transfer, or convey any exclusive right to use the Airport, its improvements or its services at any time during the 20 year-period following the Effective Date.

b. Eligible Project Costs. The Grant Funds may only be used for Recipient's actual Project costs to the extent those costs are (a) reasonable, necessary and directly used for the Project; (b) permitted by generally accepted accounting principles established by the Governmental Accounting Standards Board, as reasonably interpreted by ODAV, to be capitalized to an asset that is part of the Project; and (c) eligible or permitted uses of the Grant Funds under State of Oregon law and this Agreement ("Eligible Project Costs"). Any payment of principal due under any interim financing agreement associated with or executed for the Project will be deemed an Eligible Project Cost only if ODAV (i) specifically determines the costs are reasonable, necessary and directly used for the Project as provided by this subsection; and (ii) provides the Agency's prior written consent before any claim of reimbursement is submitted.

c. Ineligible Project Costs. The Grant Funds may not be used for any operating or working capital expenditures that Recipient charges to the Project; or for any maintenance costs of the Project; or for any payments made to related parties (as described in Section 13.b. or as prohibited under Section 13.c.) or for any loans or grants to be made to third parties, except as provided in Section 5.b.

d. Request for Reimbursements. ODAV will disburse Grant Funds to Recipient on an expense reimbursement or cost-incurred basis. To obtain reimbursement for Eligible Project Costs, Recipient shall submit to ODAV's Program Coordinators no more frequently than monthly a Request for Reimbursement (Form 109-007), the form of which is incorporated by reference, together with (i) the Milestone Progress Report for that month as required by Section 8.a. and (ii) invoices and other supporting documentation that ODAV may request in its reasonable discretion. In no case will ODAV reimburse a Request for Reimbursement that is not accompanied with the Milestone Progress Report required by Section 8.a.

6. Project Change Procedures. Project change orders are only for changes to the schedule. Recipient shall submit a Request for Change Order (Form 109-009), the form of which is hereby incorporated by reference, to ODAV's Program Coordinators:

a. If Recipient anticipates Project milestones will be delayed by more than ninety (90) days from the milestones shown in Exhibit A, Recipient shall submit a Request for Change Order (Form 109-009) to ODAV's Project Coordinators as soon as Recipient becomes aware of any possible delay. The Request for Change Order must be submitted prior to the milestone completion date shown in Exhibit A.

b. Recipient shall not proceed with any changes to Project scope or delivery schedule prior to the execution of an amendment to this Agreement executed in response to ODAV's approval of a Request for Change. A Request for Change Order may be rejected at the discretion of ODAV. ODAV may choose to request review by the State Aviation Board. Changes will not include additional costs or reimbursement requests in excess of the maximum grant award stated in Section 3.

7. Inspection. ODAV may inspect the Project on a periodic basis and at Project completion. ODAV may conduct any or all of its Project inspections by an onsite walkthrough inspection or, in lieu of a walkthrough inspection, by reviewing date-stamped photographs or video or by using other means satisfactory to ODAV in its sole discretion.

8. Reporting.

a. Milestone Progress Reports. On or before the 15th of every month until the Project completion date or the Availability Termination Date, whichever is earlier, Recipient shall submit to ODAV's Program Coordinators a completed Milestone Progress Report (Form 109-008), the form of which is incorporated by reference, that reports the Project's progress for the preceding month .

b. Final Report. Within ninety (90) days from the Project completion date, Recipient shall submit a written report (the "Final Report") to ODAV's Program Coordinators that includes the following information at the minimum:

- i. The number of jobs created or retained both during construction and after Project completion as a direct result of the Project;
- ii. The number of jobs projected in Recipient's Project application ;
- iii. Data on the methodology that measures the Project's success as described in the grant application .

Recipient's obligation to provide this report survives expiration of this Agreement . Recipient shall use Final Report form, which Recipient must also sign.

9. Disbursement and Recovery of Grant.

a. Disbursement Generally. ODAV shall reimburse Eligible Project Costs that Recipient incurs, subject to Section 5, up to the maximum amount of Grant Funds provided in Section 3. Reimbursements shall be made by ODAV within forty-five (45) days of ODAV's approval of a Request for Reimbursement from Recipient.

b. Conditions Precedent to Disbursement. ODAV's obligation to disburse Grant Funds to Recipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- i. ODAV has received funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow ODAV, in the exercise of its reasonable administrative discretion, to make the disbursement.
- ii. Recipient is in compliance with the terms of this Agreement, including without limitation completion of all prerequisites for reimbursement.
- iii. Recipient has provided to ODAV a Request for Reimbursement, together with a Milestone Progress Report, in accordance with Section 5. Recipient must submit its final Request for Reimbursement following completion of the Project and no later than ninety (90) days after the earlier of completion of the Project or the Availability Termination Date . Failure to submit the final Request for Reimbursement within ninety (90) days after the completion of the Project or the Availability Termination Date could result in non-payment.
- iv. Recipient agrees to submit an IRS form W-9 form, and any other required documentation requested by ODAV in order to input Recipient into ODAV's financial system for the disbursement of Grant Funds.

c. Retainage. ODAV will withhold five percent (5%) from each disbursement for the duration of the Project schedule (the "Retainage"). ODAV will release the cumulative Retainage to Recipient only after ODAV certifies the Project as complete.

d. General Right to withhold Payments. ODAV reserves the right to withhold payment of funds if there are unresolved audit findings, or inadequate information concerning Recipient's Project activities. ODAV reserves the right to reallocate any portion of the Grant Funds that ODAV estimates Recipient will use.

e. Recovery of Grant Funds. Any Grant Funds disbursed to Recipient under this Agreement that are expended in violation of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of the Availability Termination Date or termination of this Agreement must be returned to ODAV. Recipient shall return all Misexpended Funds to ODAV promptly after ODAV's written demand and no later than fourteen (14) days after ODAV's written demand. Recipient shall return all unexpended Grant Funds to ODAV within fourteen (14) days after the earlier of the Availability Termination Date or termination of this Agreement.

10. General Representations and Warranties of Recipient. Recipient represents and warrants to ODAV as follows:

a. Organization and Authority. Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Recipient has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.

b. Binding Obligation. This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

c. No Solicitation. Recipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to subagreements. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

d. No Debarment. Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from any federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify ODAV immediately if it is debarred, suspended or otherwise excluded from any federally assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

e. Compliance with Oregon Taxes, Fees and Assessments. Recipient is, to the best of the undersigned's knowledge, and for the useful life of the Project will remain, current on all applicable state and local taxes, fees and assessments.

11. Special Warranty of Recipient To Maintain and Operate the Airport & Segregate Income.

a. Recipient warrants that it shall maintain and operate the Airport as an airport in a usable, safe, and orderly manner at all times for a period of at least 20 years from the Effective Date. If this condition is not met, Recipient shall immediately reimburse to ODAV all Grant Funds in an amount equal to the total amount of Grant Funds provided for the Project, divided by twenty (20), multiplied by the difference between twenty (20) and the number of years that the Airport remained open after the Effective Date. By way of example only, if \$100,000 in Grant Funds are distributed and Recipient closes the Airport after only seven years of the required 20-year operating period, then Recipient must reimburse ODAV \$65,000 of Grant Funds ($\$100,000/20 \text{ years} = \$5,000$; $\$5,000 \times 13 \text{ years} = \$65,000$).

b. Recipient also warrants and agrees that all income derived from the Airport shall be deposited into a segregated account for a period of at least 20 years from the Effective Date, and these funds shall be used only for the operation, maintenance or capital improvement of the Airport.

12. Records Maintenance and Access; Audit.

a. Records, Access to Records and Facilities. Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards, and state minimum standards for audits of municipal corporations. Recipient shall ensure that each of its subrecipients and subcontractors complies with these requirements. ODAV, the Secretary of State of the State of Oregon (the "Secretary") and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, ODAV, the Secretary and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of ODAV, and the Secretary to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient. Nothing herein is meant to be or will be interpreted to be a waiver of any protection against disclosure of records or communication otherwise provided by law, including protection provided by attorney-client privilege or the attorney work product doctrine.

b. Retention of Records. Recipient shall retain and keep accessible all books, documents, papers, and records, that are directly related to this Agreement, the funds or the Project until the date that is six (6) years following the Availability Termination Date.

c. Expenditure Records. Recipient shall document the expenditure of all Grant Funds disbursed by ODAV under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit ODAV to verify how the Grant Funds were expended.

This Section 12 shall survive any expiration or termination of this Agreement.

13. Recipient Subagreements and Procurements.

a. Subagreements generally. Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, "subagreements") for performance of the Project.

- i. All subagreements must be in writing, executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
- ii. Recipient shall require all of its contractors performing work under this Agreement to name ODAV as a third party beneficiary of Recipient's subagreement with the Contractor and to name ODAV as an additional obligee on contractors' bonds.
- iii. Upon ODAV's request, Recipient shall provide ODAV with a copy of any signed subagreement, as well as identify all owners of the sub-recipient, contractor, or subcontractor with whom Recipient entered into the subagreement. Recipient must report to ODAV any substantial breach of a term or condition of a subagreement relating to this Agreement within ten (10) days of Recipient discovering the breach.

b. Conflicts of Interest; Private Recipients. If Recipient is not a public body, as defined in ORS 174.109, Recipient shall not award, enter into, or otherwise participate in any subagreement if a conflict of interest, real or apparent, would arise. Such a conflict arises when any of the following would be a party to the subagreement:

- i. An employee, officer, or agent of Recipient ("Recipient Person");
- ii. A Recipient Person's spouse, domestic partner, parent, stepparent, child, sibling, stepsibling, son-in-law or daughter-in-law;
- iii. The parent, stepparent, child, sibling, stepsibling, son-in-law or daughter-in-law of the spouse or domestic partner of a Recipient Person;
- iv. Any individual for whom a Recipient Person has a legal support obligation; or
- v. An organization in which any of the individuals identified in (i) through (iv) is a partner, member, or employee or from which the individual otherwise receives a financial benefit.

c. Conflicts of Interest; Public Recipients. If Recipient is a public body, as defined in ORS 174.109, Recipient's public officials shall comply with Oregon's government ethics laws, ORS 244.010 et seq., as those laws may be subsequently amended.

d. Subagreement indemnity; insurance.

- i. ***Recipient shall require its contractor(s) and subcontractor(s) that are not units of local government as defined in Oregon Revised Statute (ORS) 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon, the Oregon Aviation Board and its members, the Oregon Department of Aviation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260 ("Claims"),***

to the extent such Claims are caused, or alleged to be caused by the negligent or willful acts or omissions of Recipient's contractor or any of the officers, agents, employees or subcontractors of the contractor. It is the specific intention of the Parties that ODAV shall, in all instances, except to the extent Claims arise from the negligent or willful acts or omissions of ODAV, be indemnified for all Claims caused or alleged to be caused by the contractor or subcontractor.

- ii. Any such indemnification shall also provide that neither Recipient's contractor or subcontractor, nor any attorney engaged by Recipient's contractor or subcontractor, shall defend any claim in the name the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's contractor is prohibited from defending the State of Oregon, or that Recipient's contractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against Recipient's contractor if the State of Oregon elects to assume its own defense.
- iii. Recipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement.

e. Procurements for Public Recipients. If Recipient is a public body, as defined in ORS 174.109, Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code and rules, ensuring that:

- i. all applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement;
- ii. all procurement transactions are conducted in a manner providing full and open competition; and
- iii. procurements exclude the use of statutorily or administratively imposed in-state or geographic preference in the evaluation of bids or proposals (with exception of locally controlled licensing requirements).

f. Procurements for Private Recipients. If Recipient is not a public body, as defined in ORS 174.109:

- i. For procurements over \$25,000, Recipient must solicit quotes or bids from at least three sources. If three quotes or bids are not reasonably available, fewer will suffice. In either case, Recipient shall retain, and provide upon ODAV's request, documentation of the bidding and selection process for all procurements over \$25,000, including Recipient's efforts to obtain the quotes or bids.
- ii. Recipient may not artificially divide or fragment a procurement so as to reduce the procurement amount below the \$25,000 threshold designated by this section.

14. Termination and ODAV Rights Upon Termination.

a. Mutual Termination. This Agreement may be terminated by mutual written consent of the Parties.

b. Termination by ODAV. ODAV may terminate this Agreement effective upon delivery of written notice to Recipient, or at such later date as may be established by ODAV, under any of the following

- i. If Recipient fails to pay its share of the Project costs;
- ii. If Recipient fails to provide services or funds called for by this Agreement within the time specified herein;
- iii. If Recipient fails to perform any of its other obligations under this Agreement, and that failure continues for a period of 10 calendar days after the date ODAV delivers Recipient written notice specifying such failure. The ODAV may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action;
- iv. If any false or misleading representation is made by or on behalf of Recipient in this Agreement or in any document provided by Recipient related to this Agreement or the Project;
- v. If ODAV fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow ODAV, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement;
- vi. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that the Project work under this Agreement is prohibited or if ODAV is prohibited from paying for such Project work from the planned funding source; or
- vii. If, in the sole opinion of ODAV, the Project would not produce results that are commensurate with the further expenditure of funds.

c. ODAV's Rights upon Termination. Upon termination under Section 14(a) or Section 14(b) above, ODAV may:

- i. Terminate ODAV's commitment and obligation to make any further disbursements of Grant Funds;
- ii. Require Recipient to immediately repay ODAV all disbursed Grant Funds; and
- iii. For termination on any of the grounds set forth in Section 14(b)(i)-(iv), bar Recipient from applying to ODAV for future assistance.

ODAV's remedies are cumulative and are in addition to any other rights or remedies available at law or in equity.

15. GENERAL PROVISIONS:

a. Contribution.

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

Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

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

b. Dispute Resolution. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

c. Amendments. This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.

d. Duplicate Payment. Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.

e. No Third Party Beneficiaries. ODAV and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

f. Notices. Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, email or mailing the same, postage prepaid, to Recipient Contact or ODAV Contact at the address or number set forth on Page 124

the signature page of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this section. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.

g. Governing Law, Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between ODAV (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of Circuit Court of Marion County in the State of Oregon, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

h. Compliance with Law. Recipient shall comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to the Project including, but not limited to, the provisions of ORS 319.023 and OAR 738 Divisions 124 and 125 where applicable by this Agreement, incorporated herein by reference and made a part of this Agreement. In addition, without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

i. Costs and Expenses Related to Employment of Individuals; Insurance; Workers' Compensation. Recipient is responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement, including but not limited to retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholding. In addition, Recipient's subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017 and shall provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.

j. Independent Contractor. Recipient shall perform the Project as an independent contractor and not as an agent or employee of ODAV. Recipient has no right or authority to incur or create any obligation for or legally bind ODAV in any way. ODAV cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of ODAV, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.

k. Severability. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

I. Counterparts. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

m. Integration and Waiver. This Agreement, and attached exhibits constitute the entire Agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of ODAV to enforce any provision of this Agreement shall not constitute a waiver by ODAV of that or any other provision .

n. Electronic Signatures. The Parties agree that signatures showing on PDF documents, including but not limited to PDF copies of the Agreement and amendments, submitted or exchanged via email are “Electronic Signatures” under ORS Chapter 84 and bind the signing Party and are intended to be and can be relied upon by the Parties. ODAV reserves the right at any time to require the submission of the hard copy originals of any documents.

o. Survival. The following provisions, including this one, survive the expiration or termination of this Agreement: Sections 12, 14.c., 15.a., and 15.g.

p. Questions; Program Coordinators. Questions regarding this Agreement may be directed to:

Oregon Department of Aviation
Attn: Program Coordinators: Andria Abrahamson, or their successor
3040 25th Street SE
Salem, OR 97302

Andria Abrahamson, Program Coordinator
andria.abrahamson@odav.oregon.gov
503-378-4881

In the absence of any of the above-named individuals during the term of this Agreement, ODAV shall notify Recipient in writing of a substitute contact.

CROOK COUNTY by and through its elected officials

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

STATE OF OREGON, by and through its Oregon
Department of Aviation

By _____
Director

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By _____
(Recipient's Legal Counsel)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$150,000)

By _____
Department of Justice

Date _____

Recipient Contact:

Kelly Coffelt, Airport Manager
4585 SW Airport Rd
Prineville, OR 97754
541-420-3789
kcoffelt@cityofprineville.com

ODAV Contacts:

Andria Abrahamson, Program Coordinator
3040 25th Street SE
Salem, OR 97302
503-378-4881
Andria.Abrahamson@odav.oregon.gov

Alex Thomas, Program Coordinator
3040 25th St SE
Salem, OR 97302
971-375-2785
Alex.R.Thomas@odav.oregon.gov



EXHIBIT A
Project Description, Milestones, Schedule and Budget

Application Number: COAR-2023-S39*-00009
Project Name: Runway 15-33 Rehabilitation: Phase 1 –
Design and Bidding

A. PROJECT DESCRIPTION

Runway 15-33 Rehabilitation: RW 33 Threshold Recolaction (500'), RW widening (40' to 60') and full length pavement rehabilitation, New RW MIRL and signage system, RW MagVar Change (16-34), and associated electrical and drainage improvements.

This Phase 1 – Design project includes AGIS and Design Surveys, Geotechnical Investigation, Design and Bidding services. This Phase 1 project is in support of a Phase 2 – Construction project programmed with the FAA to be funded (AIP) and constructed in 2024.

B. PROJECT MILESTONES AND SCHEDULE

Milestones are used for evaluating performance on the Project as described in the Agreement. Milestones cannot be changed without an amendment to the Agreement.

If Recipient anticipates that Project milestones will be delayed by more than ninety (90) days, Recipient shall submit a Request for Change Order, as described in Section 6 of the Agreement, to the ODAV Project Coordinators as soon as Recipient becomes aware of any possible delay. The Request for Change order must be submitted before the Milestone completion date shown in Table 1 below.

The anticipated start date of the Project is: **09/01/2023**

The anticipated completion date of the Project is: **06/30/2025**

Table 1: Milestones

Milestone	Description	Estimated Start Date	Estimated Completion Date
1.	FAA AIP Grant Execution	09/01/2023	09/30/2023
2.	Design Survey Completed	10/01/2023	12/31/2023
3.	AGIS As-Design Survey	09/01/2023	03/31/2024
4.	Geotechnical Investigation Completed	12/23/2023	12/31/2023

5.	Project Design Completed	10/01/2023	03/31/2024
6.	Project Bid Opening	02/01/2024	04/30/2024
7.	Project/Grant Closeout	07/01/2024	06/30/2025

Table 2: Funding Breakdown

1	COAR Grant Award Amount	\$45,000.00
2	Recipient Match	\$10,250.00
3	FAA Grant Award Amount	\$450,000.00
4	TOTAL PROJECT COST	\$505,250.00

EXHIBIT C
Subagreement Insurance Requirements

Recipient shall require each of its first-tier contractors that are not units of local government as defined in ORS 190.003 (each a “Contractor”) to obtain, at the Contractor’s expense, the insurance specified in this Exhibit C before performing under this Agreement and to maintain it in full force and at the Contractor’s own expense throughout the duration of this Agreement, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. Contractors shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to ODAV. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers’ Compensation. Contractors shall pay for all deductibles, self-insured retention and self-insurance, if any. Recipient shall require and ensure that each of its Contractors complies with these requirements and maintains insurance policies with responsible insurers, insuring against liability, in the coverages and amounts identified below.

WORKERS’ COMPENSATION & EMPLOYERS’ LIABILITY

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

As applicable, each Contractor shall obtain coverage to discharge all responsibilities and liabilities that arise out of or relate to the Jones Act with limits of no less than \$5,000,000 and/or the Longshoremen’s and Harbor Workers’ Compensation Act.

COMMERCIAL GENERAL LIABILITY:

Required **Not required**

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Agreement, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$2,000,000 per occurrence. Annual aggregate limit shall not be less than \$4,000,000.

AUTOMOBILE LIABILITY INSURANCE:

Required **Not required**

Automobile Liability Insurance covering each Contractor’s business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$2,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

EXCESS/UMBRELLA INSURANCE

Umbrella insurance coverage in the sum of \$2,000,000 shall be provided and will apply over all liability policies, without exception, including but not limited to Commercial General Liability, Automobile Liability, and Employers' Liability coverage. The amounts of insurance for the insurance required under this Agreement, including this Excess/Umbrella insurance requirement, may be met by the Contractor obtaining coverage for the limits specified under each type of required insurance or by any combination of underlying, excess and umbrella limits so long as the total amount of insurance is not less than the limits specified for each type of required insurance added to the limit for this excess/umbrella insurance requirement.

ADDITIONAL INSURED:

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

WAIVER OF SUBROGATION:

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

CONTINUOUS CLAIMS MADE COVERAGE:

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

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

CERTIFICATE(S) AND PROOF OF INSURANCE:

Upon request, each Contractor shall provide to ODAV Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Agreement. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Agreement. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance ODAV has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Agreement.

NOTICE OF CHANGE OR CANCELLATION:

Each Contractor or its insurer must provide at least 30 days' written notice to ODAV before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW:

Recipient agrees to periodic review of insurance requirements by ODAV under this Agreement and to provide updated requirements as mutually agreed upon by Recipient and ODAV.

STATE ACCEPTANCE:

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

AGENDA ITEM REQUEST



Date:

November 7, 2023

Meeting date desired:

Work Session 11/29 and then County Court 12/6

Subject:

Approval of VBM Scan Solution purchase contract and budget.

Background and policy implications:

See attached.

Budget/fiscal impacts:

The cost is \$38,856 (\$19,525 scanner, imprinter, installation set up/training plus 2 years of on site service including one schedule preventative maintenance/year, \$19,206 VBM software, remote installation & training, professional services & 2 years software maintenance, \$125.00 shipping).

Crook County has received 2 grants (totaling \$20,000) from the Secretary of State Election Division for Election Modernization. Additional funds are currently in my budget. After the first 2 years, it will be \$5948 per year which includes ongoing maintenance and professional services for scanner and software.

Requested by:

Cheryl Seely, Clerk

Presenters:

Cheryl Seely, Clerk

Legal review (only if requested):

Elected official sponsor (if applicable):

Purchase VBM Scan Solution scanner and software. Crook County received two grants (totaling \$20,000) from the Secretary of State Elections Division for Election Modernization. The focus of modernization for our office is to acquire a ballot sorter. This equipment automates the process of ballot envelope intake, capturing the signature on the reply envelope for comparison to the voter record. Also offering the capability to sort ballots into bins based on ballot anomalies (i.e., missing signature, ballot from wrong elections, etc.). This streamlines the ballot intake process and signature verification making our process more efficient and timesaving while having further transparency by allowing the voter to see that their ballot was “received”, which was not available before. The voter currently has to wait until it has been signature verified and “accepted”, “received” has not been an option for Crook County to provide.

There are only a handful of vendors who manufacture sorter systems (Runbeck, Bluecrest, Tritex, Fluence Automation and LogicWorks). Most all of these systems are too large for the midsize counties, and they are very expensive. The only one that offers a system for a county of our size is LogicWorks, which is the VBM Scan Solution. The closest option available from these companies takes up a large amount of space (which we don't have) and is about twice the price (verbal price given was \$76,500 – I have asked for a written proposal). I have also learned that they are the only software system of the small sorter systems that is compatible with OCVR. Therefore, this purchase should qualify as a sole source procurement. The VBM Scan Solution is a Kodak scanner/printer and software package, and it is currently being used by Benton, Umatilla, Linn, Yamhill, Curry and Wasco counties. Barb and I recently received a full demonstration in Wasco County.

Our current process for ballot intake is the signature verification process, we do not have a process to show the ballot as “received”. We start by manually entering the ballot ID into OCVR which pulls up the voter's signature from their voter record. We then view the on-screen signature with the signature on the voter envelope, if it is a match we then click accept and move to the next. If it does not match, we select that option and set the envelope aside to later be processed however necessary (challenged, no signature, etc.). The voter will then be able to see online through MyVote when their ballot is “accepted”, but not before. During most elections it may be several days after the ballot is received before it goes through the signature verification process and before the voter knows that it was accepted. We receive many calls wanting to make sure we “received” their ballot which we currently are not able to tell them.

The process with the VBM Scan Solution is a bit different. We will scan a batch of incoming ballot envelopes; the envelope will have a specific bar code for each voter. The scanner will print the batch number and sequence number on each while capturing the full envelope image and the signature image area. Once the batch is scanned, we will upload it into our voter registration system (OCVR). That process marks all the ballots in as “received”. Then the images from that batch are ready to go through the signature verification process. In the signature verification process, the VBM Scan System pulls the image of the voter's signature from OCVR and the scanned signature image from the envelope and displays them side by side onscreen allowing us to click the accept or reject option. This will allow us to click through the signature verification much faster than physically having to manually enter and touch each ballot. Once the batch signature is verified, we will upload those to OCVR, allowing the voter then to see if their ballot was “accepted”.

Not only will this improve our process, but it will also allow the voters more transparency and decrease the phone calls for those wanting to know their ballot was received.



Crook County

VBM Scan Solution

Scan solution as detailed in Scope of Work	\$38,731.00
Ongoing maintenance and professional services For the scanner and VBM Scan software After the initial 2 years. This cost covers 2 years	\$11,896.00

Optional annual automated signature recognition software

30,000 signatures	\$1980.00
50,000 signatures	\$2700.00
100,000 signatures	\$4800.00

Scope of Work for Crook County

1 Kodak high speed, 145ppm, scanner with imprinter, installation, configuration, set up of software and hardware as well as remote user training on the voting software and in person training on the scanner. The scanner is covered with an onsite next business day service warranty for two years and software maintenance for two years.

The solution includes the following:

- Automatically imprint the envelope with time, date, sequence, and batch number. Drop box may be included as well.
- Scan the voter barcode, capture the image of the envelope, and can look for special areas such as witness signature or other checkboxes.
- Show ballots as received in the Voter Registration Database (VRDB) providing the voter credit for voting in that election we do this by importing into the voter database.
- Extract voter signature from the envelope to compare side-by-side with signature on file in the VRDB
- Compatible with County network and overall technology infrastructure
- Coordinate with Auditor's Office and County Information Technology on system setup and deployment on County data network
- Implement system using security best practices, provide security updates as necessary at no cost.
- Maintain and secure a full audit trail of ballot processing by generating log files.
- Generate a pull list with batch number and sequence number to make pulling ballots very quick and efficient to identify ballots that were out stacked with exceptions.
- Double feed detection to ensure all envelopes are scanned.
- Automatically produce group log sheet to put in with the group of envelopes when scanning group is complete. This report is customizable by us for our users.
- Ability to identify ballot return method at the beginning of the group (such as mail, drop box, etc.) and have that information available to the VRDB
- Provide training plan for elections staff. Training will be remote. There will be on-going phone technical support.
- In-person installation of the scanner and remote installation of the software.
- This solution includes the use of the high-speed production scanner when not in use for the elections. The off-election use of the scanner is included. This scanner is 145ppm and has a 500-sheet document handler. The unit includes on site next business day warranty support and repair for 24 months. This also includes one scheduled preventative maintenance call per year to ensure the scanner is performing at top efficiency.
- Professional services included.

Sales Agreement

Order Number 901221

SOLD TO		
COMPANY		
Crook County		
ADDRESS		
300 NE Third St. Rm23		
CITY	STATE	ZIP
Prineville	OR	97754
CONTACT		PHONE
Cheryl Seely		541-447-6553
EMAIL		
Cheryl.seely@crookcountyor.gov		

SHIP TO		
COMPANY		
Crook County		
ADDRESS		
300 NE Third St. Rm 23		
CITY	STATE	ZIP
Prineville	OR	97754
CONTACT		PHONE
Cheryl Seely		541-447-6553
EMAIL		
cheryl.seely@crookcountyor.gov		

FINANCE OPTIONS

 LEASE

 CASH

TERM: MONTHLY PAYMENT:

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL
1	Kodak i4650 scanner	145ppm scanner with a 500 sheet document feeder and Imprinter Accessory		
1	VBM Maint.	Two years Scan VBM software maintenance includes additional training		
1	VBM Software	Vote By Mail Software licence - one time purchase		
1	Scanner service	Two years of on site next business day service Monday thru Friday This includes one scheduled preventative maintenance call per year		
1	Scanner installation	On site Kodak engineers set up the scanner and training on the scanner		
1	Professional Services	Remote installation, configuration, customization and training of the Vote By Mail software.		

CHARGES

	SUBTOTAL	\$38,731.00
	SHIPPING	\$ 125.00
	NETWORK INSTALL	\$ 0.00
	SALES TAX	
	TOTAL	\$38,856.00
	LESS DEPOSIT	
	BALANCE DUE	\$38,856.00

SPECIAL INSTRUCTIONS OR CONDITIONS OF SALE:

Sales Representative

The parties acknowledge and agree all terms and conditions stated on the reverse side of the Sales Agreement constitute an integral part of the Sales Agreement and are incorporated herein. By signing this Agreement, the Customer represents it fully understands all terms and conditions stated herein, and agreement constitutes the entire understanding between Caldwell Sales Consulting and Customer.

Order Date

CSC APPROVAL

ACCEPTED BY CUSTOMER

AUTHORIZED SIGNATURE REQUIRED

AUTHORIZED SIGNATURE REQUIRED

PRINTED NAME

PRINTED NAME

TERMS AND CONDITIONS

This is not a sale on approval or trial basis and, unless otherwise stipulated, payment for goods and equipment shall be made upon delivery. Title to all goods and equipment shall remain with Seller until such time as the purchase price thereof shall have been paid in full. If Buyer neglects or refuses to pay the full purchase price when due, Seller may retake possession of said equipment and supplies. Buyer agrees to pay Seller's reasonable attorneys' fees in any collection, action, suit or appeal arising from Buyer's default thereunder. This agreement shall not be amended or modified unless set forth in writing and executed by both parties. Buyer signature indicates Buyer has read and agreed to these terms. THIS IS A BINDING ORDER, not subject to cancellation.

In the event that this sale is contingent upon approval of financing for Buyer, it is understood and agreed the Buyer will obtain their own financing not through Seller. Until such time as financing is approved, title shall remain with Seller. If financing has not been approved within thirty (30) days from the date of this agreement, all rights of the Buyer to the equipment shall cease, and the equipment shall be immediately returned to the Seller in good order and condition. If the Buyer fails to return the equipment, Seller may take the equipment into his possession, and for the purpose may enter the premises of the Buyer and remove the equipment, in which event Buyer waives any trespass or claim arising from such removal.

Seller shall not be liable to Buyer or any other person for any loss, damage, or expense of any kind or for direct or consequential damage relative to, arising from, or caused directly or indirectly, by equipment or any supplies or accessories or the use thereof, or deficiency, defect, or inadequacy thereof, or any delay in delivery or installation thereof.

This agreement may not be assigned or transferred by customer without the prior written consent of Seller.

EQUIPMENT WARRANTIES

Caldwell Sales Consulting warrants all new equipment in this order for 90 days from installation. Warranty covers labor and parts to correct defects in materials and workmanship at no charge to the customer. This warranty does not extend to the replacement of supply items or consumable parts in the equipment within the manufacturer's recommendations.

Cheryl Seely

From: Suzanne Caldwell <Suzanne@caldwellsalesconsulting.com>
Sent: Thursday, November 9, 2023 12:01 PM
To: Cheryl Seely
Subject: Re: Sales agreement - follow up

Hi Cheryl,

This one agreement covers the software and the maintenance on the software as well as everything else on the statement of work. There is no other agreement for the software. The scanner, the imprinter accessory, installation set up and training in person plus the two years of on site next business day service including one scheduled preventative maintenance call per year is \$19,525.00.

The VBM software, remote installation and training as well as professional services and two years of software maintenance is \$19,206.00

This pricing is valid thru 12/31/23. After this date I can always requote with updated pricing.

I hope this answers your questions.

Take Care,
Suzanne Caldwell
Suzanne@CaldwellSalesConsulting.com
310-283-5767



From: Cheryl Seely <Cheryl.Seely@crookcountyor.gov>
Sent: Thursday, November 9, 2023 11:32 AM
To: Suzanne Caldwell <Suzanne@caldwellsalesconsulting.com>
Subject: RE: Sales agreement

Suzanne,

Thank you! I do have some questions. I have reviewed this with my county counsel (required with all contracts). 😊

Can you break down the dollar figures for the items in the Sales Agreement?

Also, is there any type of Software Maintenance agreement...or similar??

Thanks!



Cheryl Seely, C.R.A. & C.C.C.

Crook County Clerk

300 NE Third St. Rm 23, Prineville, OR 97754

Office: (541) 447-6553

E-mail: cheryl.seely@crookcountyor.gov

Website: www.co.crook.or.us

From: Suzanne Caldwell <Suzanne@caldwellsalesconsulting.com>

Sent: Thursday, November 9, 2023 10:01 AM

To: Cheryl Seely <Cheryl.Seely@crookcountyor.gov>

Subject: Re: Sales agreement

Hi Cheryl,

I hope you are having a great week. I am following up to see if you have any questions?

Take Care,

Suzanne Caldwell

Suzanne@CaldwellSalesConsulting.com

310-283-5767



From: Suzanne Caldwell <Suzanne@caldwellsalesconsulting.com>

Sent: Monday, November 6, 2023 1:51 PM

To: Cheryl Seely <Cheryl.Seely@crookcountyor.gov>

Subject: Sales agreement

Hi Cheryl,

Attached is the sales agreement as we discussed. Once this is returned then we can discuss putting dates on the calendar.

Thank you!

Take Care,

Suzanne Caldwell

Suzanne@CaldwellSalesConsulting.com

310-283-5767



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AGENDA ITEM REQUEST



Date:

Meeting date desired:

Subject:

Background and policy implications:

Budget/fiscal impacts:

Requested by:

Presenters:

Legal review (only if requested):

Elected official sponsor (if applicable):

/

AGENDA ITEM REQUEST



Date:

November 20, 2023

Meeting date desired:

December 6, 2023

Subject:

Presentation by Rick Treleaven, BestCare Treatment Services, on expected terms of Community Mental Health Program funding agreement.

Background and policy implications:

The Community Mental Health Program (CMHP) is a statewide system of rendering behavioral health services to local communities, including mental health treatment, services for problem gambling, chemical dependency treatment, and related services. In broad terms, the State appropriates funding and allocates it to the Oregon Health Authority. OHA thereafter requires the counties to provide the actual services, in conformance with funding agreements incorporating a variety of contractual commitments from the counties. Some counties provide services under the CMHP agreements directly, while others, like Crook, subcontract those services to firms like BestCare. Those funding agreements are usually quite long – the current iteration, without amendments, was 210 pages. Crook County’s current funding agreement is set to expire on December 31.

As of the writing of this memo, OHA has not issued the successor agreement for review. However, OHA has informed CMHP directors of what to expect, and some of OHA’s desired terms may present problems for local governments. Rick Treleaven has agreed to present to the County Court on what he’s been told regarding the future funding agreement, and what terms bear mentioning.

Budget/fiscal impacts:

The current CMHP funding agreement requires the County to pass along 100% of the allocated funds to its services subcontractor, and at present I have no reason to believe that requirement will change with any new iteration. The funding agreement results in several hundred thousand dollars in payments from the State.

Requested by:

Eric Blaine, County Counsel

Eric.blaine@crookcountyor.gov

541-416-3919

Presenters: *Rick Treleaven, LCSW, CEO of BestCare Treatment Services, Inc.*

Legal review (only if requested): *N/A*

Elected official sponsor (if applicable): *N/A*

AGENDA ITEM REQUEST



Date:

November 28, 2023

Meeting date desired:

December 6, 2023

Subject:

Request to waive compilation fees for a public records request.

Background and policy implications:

Local resident Debbie Palmer has submitted a public records request, asking for "Existing file documents (excluding initial (6) complaints filed) regarding [Code Compliance Case No. 21-06] including case notes and/or summary logs by Code Compliance Officer; agreements between County and property owners of 9860 SW Riggs Road, Powell Butte, OR; compliance hearing minutes/determinations." The Code Enforcement office has estimated that compiling these documents will require five hours. The requester was provided with the estimated compilation fee deposit amount of \$375.00, and informed that the County Counsel's office will waive any compilation fee for its time spent in compiling any responsive records. The requester has asked that the fees be waived.

Under ORS 192.324(5), the County may furnish copies of requested records without charge or at a substantially reduced fee if it determines that the waiver or reduction of fees is in the public interest because making the record available primarily benefits the general public.

The County's judgment must be "reasonable," which in broad terms means not arbitrary or whimsical.

Budget/fiscal impacts:

If the County Court determines that the request is primarily in the public interest, it may waive all or a portion of the compilation fee.

Requested by:

Eric Blaine, County Counsel

Eric.blaine@crookcountyor.gov

541-416-3919

Presenters:

Eric Blaine, County Counsel

Legal review (only if requested):

Legal drafted the holiday schedule.

Elected official sponsor (if applicable):

N/A

AGENDA ITEM REQUEST



Date:

November 21, 2023

Meeting date desired:

December 6, 2023

Subject:

Order 2023-47 – Ratifying Check Signing Authority

Background and policy implications:

In 2016, pursuant to Order No. 2016-72, the County Court formally delegated check signing authority to County Clerk, Cheryl Seely, in the absence of the County Judge and County Commissioners. This order was undertaken to ensure administrative efficiency in financial matters, particularly when all three commissioners were out of the County at, say, the AOC conference. However, this delegation of authority was subsequently revoked in 2020 by the enactment of Order No. 2020-10.

I was asked to prepare an order to ratify the approval of such checks, notwithstanding the terms of Order 2020-10, for the period of February 2022 to the present.

Budget/fiscal impacts:

N/A

Requested by:

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

Presenters:

Eric Blaine

Legal review (only if requested):

Legal drafted

Elected official sponsor (if applicable): *N/A*

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

**IN THE MATTER OF RATIFYING THE
DELEGATION OF AUTHORITY TO
COUNTY CLERK CHERYL SEELY TO
REVIEW AND APPROVE THE
ISSUANCE OF CHECKS BY THE
COUNTY**

ORDER 2023-47

WHEREAS, Crook County issues checks and payments, generally twice each month, as part of its routine business practices; and

WHEREAS, Crook County has adopted a policy whereby checks of a value over \$10,000.00 are reviewed and approved by at least one commissioner prior to being issued; and

WHEREAS, Cheryl Seely, the elected County Clerk of Crook County, volunteered to review the checks to be issued during those times while none of the three Commissioners were available to review the checks.

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

SECTION ONE: The Crook County Court ratifies the delegation of authority to Cheryl Seely, the elected County Clerk of Crook County, to review the checks to be issued, and to ratify her approval of the issuance of those checks. This ratification of authority extends for the

period between the date when this Order is signed, back to February 1, 2022.

DATED this 6th day of December 2023.

CROOK COUNTY COURT

Seth Crawford, County Judge

VACANT

Brian Barney, County Commissioner

AGENDA ITEM REQUEST



Date:

November 28, 2023

Meeting date desired:

December 6, 2023

Subject:

Landfill Solid Waste Management Plan Update RFP

Background and policy implications:

The Landfill's last Solid Waste Management Plan was completed in 2009. The scope of work in the RFP includes an overview of the County's existing solid waste system, projections and planning for the future needs, an evaluation of alternatives, suggested capital improvement projects, a rate analysis, and funding strategies with the ultimate recommendations to be presented to the Crook County Court.

Budget/fiscal impacts:

The proposed not-to-exceed budget is \$119,617.

Requested by:

*John Eisler, Asst. County Counsel
John.eisler@crookcountyor.gov
541-416-3919*

Presenters:

N/A – Consent Agenda

Legal review (only if requested):

Yes

Elected official sponsor (if applicable):

N/A

Crook County Counsel's Office

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

• Phone: 541-416-3919

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

• Fax: 541-313-5964



MEMO

TO: Crook County Court

FROM: John Eisler, Asst. County Counsel

DATE: November 27, 2023

RE: Update to our Solid Waste Management Plan
Our File No: Landfill 111

The County published a formal RFP on September 20, 2023, to update the Solid Waste Management Plan for the Crook County Landfill. Proposals were due and received on October 24, 2023. Proposals were received from J.R. Miller and Associates (JRMA), Great West Engineering (GW), and Gersham, Brickner & Bratton, Inc. (GBB).

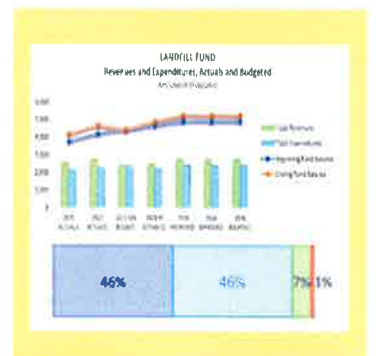
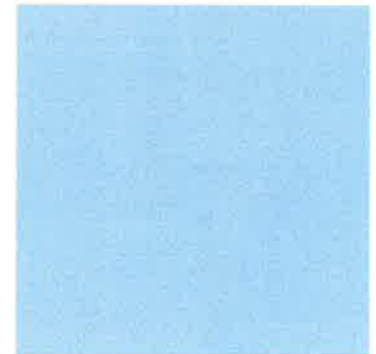
The proposals were evaluated based upon seven factors by a three-member evaluation committee comprised of Crook County Landfill Manager Jacquie Davis, Crook County Finance Director Christina Haron, and Assistant County Counsel John Eisler. The seven factors scored and the maximum points possible are professional qualifications (10), experience (15), method (35), price (15), references (10), availability (5), and familiarity (10). The evaluation committee's scores are as follows:

	JRMA	GW	GBB
Professional Qualifications	8.3	8.3	5.7
Experience	12.7	12.3	10.0
Method	30.3	28.3	27.3
Price	11.7	8.3	12.3
References	6.7	7.0	5.0
Availability	4.3	4.0	3.3
Familiarity	8.7	8.0	1.7
Totals	82.7	76.3	65.3

Accordingly, the evaluation committee recommends the Crook County Court award the Crook County Solid Waste Management Plan Update, published September 20, 2023, to J.R. Miller and Associates. A copy of the contract was included in the RFP.

Crook County Solid Waste Management Plan Update

Due Date and Time: 10.24.2023, 2:00pm
 Prepared by: JRMA



MADE FROM 100% RECYCLED MATERIAL

October 20, 2023

Crook County Landfill
Attn: Administrative Office
300 NE 3rd St.
Prineville, OR 97754

RE: Request for Proposal Crook County SWMP Update

Dear Crook County Landfill Team:

On behalf of J.R. Miller & Associates (JRMA) and our outstanding team, I would like to thank you for the opportunity to submit this proposal for the **Crook County SWMP Update**. We are excited about the opportunity to collaborate with Crook County to update your ten-year vision for all aspects of your solid waste system, inclusive of a landfill operations plan, capital improvement plan, and revised landfill rates and rate structure.

Successful completion of this project will result in a clear vision and plan for the following:

- Guide future landfill operations to address disposal capacity and regulatory needs
- Improvements to waste reduction/recycling/collection/public education programs and policies
- Identify and prioritize future capital improvements
- Streamline your landfill rates and ensure full cost recovery
- Establish partnership opportunities if applicable for regional approaches to material diversion

The JRMA Team will be led by Portland-based Will Elder who will serve as the project manager and primary point of contact for all communications associated with this project. Will has over 17 years of experience in the solid waste and recycling industry and is recognized for his outstanding project management skills. Mr. Elder will be supported by Kevin McCarthy and Doug Drennen who combined have nearly 80 years of experience including managing solid waste operations in the public sector and private sector and leading solid waste management planning efforts.

Our Portland area and Bend team have the most applicable and in-depth solid waste planning, landfill engineering, and financial analysis experience to support you with this SWMP Update. Our team has recently completed SWMP updates for Deschutes County and Clark County, WA. The JRMA team also includes two subcontractors, Gerry Friesen and Chris Bell, who have deep familiarity with Crook County and neighboring jurisdictions. Mr. Friesen is located in Bend and completed the landfill site development plan in 2013 and was the engineer of record for the design of the latest landfill cell. Mr. Bell worked on the Crook County 2009 SWMP Update and has ongoing financial analysis work in Deschutes County.

Thanks again for this opportunity to partner with Crook County for your SWMP Update project. We look forward to hearing from you regarding the next steps in your consultant selection process. We have received and acknowledged the addendum released on October 18th, 2023.

Sincerely,



Will Elder / Project Manager,

J.R. Miller and Associates, Inc., 319 SW Washington Street, Suite 607, Portland, OR 9720
willelder@jrma.com, T: (971) 395-0583



ATTACHMENT 1: SIGNED PROPOSER CERTIFICATE

PROPOSER CERTIFICATE

This certification must be completed, signed, and returned.
Failure to do so will result in bid disqualification.

PUBLIC CONTRACTING LAWS

Bidder has reviewed and is familiar with and agrees to abide by the terms and provisions required by Crook County Code Chapter 3.12 for public contracts and ORS Chapter 279A-B. Bidder further agrees that all of the applicable provisions of Oregon law relating to public contracts are, by this reference, incorporated in and made a part of this invitation.

RESIDENT BIDDER

A "resident bidder" is a bidder that has paid unemployment taxes or income taxes in Oregon during the 12 calendar months immediately preceding submission of this bid and has a business address in Oregon.

Check One: Bidder is is not a resident bidder.

If a non-resident bidder, enter your state of residency: _____.

NON-DISCRIMINATION

ORS 279A.110(1) states: "A bidder . . . may not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women or emerging small business enterprise certified under ORS 200.055." Subsection (4) states "A bidder ... shall certify ... that the bidder ... has not discriminated and will not discriminate, in violation of subsection (1)."

Check One: Bidder states that it:

Has discriminated or will discriminate against minorities, women, or emerging small business enterprises in obtaining any required subcontracts.

Has not discriminated and will not discriminate against minorities, women, or emerging small business enterprises in obtaining any required subcontracts.

OREGON TAX LAWS

For purposes of this certificate, "Oregon Tax Laws" means those programs listed in ORS 305.380(4), which is incorporated herein by this reference. Examples include the state



inheritance tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, timber taxes, cigarette tax, other tobacco tax, 9-1-1 emergency communications tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue.

Check One: Bidder states that it:

Has authority and knowledge regarding the payment of taxes, and that Contractor is, to the best of its knowledge, not in violation of any Oregon tax laws.

Does not have authority and knowledge regarding the payment of taxes, and that Contractor is, to the best of its knowledge, not in violation of any Oregon tax laws.

STATEMENT REGARDING CERTIFICATIONS

Proposer understands and acknowledges that the above representations are material and important and will be relied on by the Crook County Court in awarding the contract for which this proposal is submitted. The Proposer understands that any misstatement in these certifications is and shall be treated by the Crook County Court as fraudulent concealment of the true facts relating to the submission of proposals for the contract.

I, the undersigned, a duly authorized representative of the Proposer, hereby certify that the answers to the foregoing Proposer Certificate questions and all statements therein contained are true and correct.

Signature: 

Date: 10.17.2023

By: Will Elder

Title: Project Manager

Phone: (971) 395-0583

Email: willelder@jrma.com

Company Name: J.R. Miller and Associates

Company Address: 319 SW Washington St., Ste. 607, Portland, OR 97204



ATTACHMENT 2 – ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS

Contractor shall at all times maintain in force at Contractor’s expense, each insurance noted below. Insurance coverage must apply on a primary or non-contributory basis. All insurance policies, except Professional Liability, shall be written on an occurrence basis and be in effect for the term of the contract. Policies written on a “claims made” basis must be approved and authorized by Crook County.

Workers Compensation insurance in compliance with ORS 656.017, requiring contractor and all subcontractors to provide workers’ compensation coverage for all subject workers, or provide certification of exempt status. Worker’s Compensation Insurance to cover claims made under Worker’s Compensation, disability benefit or any other employee benefit laws, including statutory limits in any state of operation with Coverage B Employer’s Liability coverage all at the statutory limits. In the absence of statutory limits, the limits of said Employers Liability coverage shall be not less than \$1,000,000 each accident, disease, and each employee. This insurance must be endorsed with a waiver of subrogation endorsement, waiving the insured’s right of subrogation against County.

Professional Liability insurance with an occurrence combined single limit of not less than: Per Occurrence limit: Annual Aggregate limit
\$1,000,000 \$2,000,000

Professional Liability insurance covers damages caused by error, omission, or negligent acts related to professional services provided under the contract. The policy must provide extended reporting period coverage, sometimes referred to as “tail coverage” for claims made within two years after the contract work is completed. **Required by County**

Commercial General Liability insurance with a combined single limit of not less than: Per Single Claimant and Incident All Claimants Arising from Single Incident

\$1,000,000 \$2,000,000

Commercial General Liability insurance includes coverage for personal injury, bodily injury, advertising injury, property damage, premises, operations, products, completed operations and contractual liability. The insurance coverages provided for herein must be endorsed as primary and non-contributory to any insurance of County, its officers, employees, or agents. Each such policy obtained by contractor shall provide that the insurer shall defend any suit against the named insured and the additional insureds, their officers, agents, or employees, even if such suit is frivolous or fraudulent. Such insurance shall provide County with the right, but not the obligation, to engage its own attorney for the purpose of defending any legal action against County, its officers, agents, or employees, and that contractor shall indemnify County for costs and expenses, including reasonable attorneys’ fees, incurred or arising out of the defense of such action. The policy shall be endorsed to name Deschutes County, the State of Oregon, their officers, agents, employees, and volunteers as an additional insured. The additional insured endorsement shall not include declarations that reduce any per occurrence or aggregate insurance limit. The contractor shall provide additional coverage based on any outstanding claim(s) made against policy limits to ensure that minimum insurance limits required by the County are maintained. Construction contracts may include aggregate limits that apply on a “per location” or “per project” basis. The additional insurance protection shall extend equal protection to County as to contractor or subcontractors and shall not be limited



to vicarious liability only or any similar limitation. To the extent any aspect of this Paragraph shall be deemed unenforceable, then the additional insurance protection to County shall be narrowed to the maximum amount of protection allowed by law. **Required by County**

Automobile Liability insurance with a combined single limit of not less than: Per Occurrence \$1,000,000

Automobile Liability insurance includes coverage for bodily injury and property damage resulting from operation of a motor vehicle. Commercial Automobile Liability Insurance shall provide coverage for any motor vehicle (symbol 1 on some insurance certificates) driven by or on behalf of Contractor during the course of providing services under this contract. Commercial Automobile Liability is required for contractors that own business vehicles registered to the business. Examples include: plumbers, electricians, or construction contractors. An Example of an acceptable personal automobile policy is a contractor who is a sole proprietor that does not own vehicles registered to the business. **Required by County**

Additional Requirements. Contractor shall pay all deductibles and self-insured retentions. A cross-liability clause or separation of insured's condition must be included in all commercial general liability policies required by the contract. Contractor's coverage will be primary in the event of loss.

Certificate of Insurance Required. Contractor shall furnish a current Certificate of Insurance to the County with the signed contract. Contractor shall notify the County in writing at least thirty (30) days in advance of any cancellation, termination, material change, or reduction of limits of the insurance coverage. The Certificate shall also state the deductible or, if applicable, the self-insured retention level. Contractor shall be responsible for any deductible or self-insured retention.

I certify that I acknowledge the above insurance information as a requirement to enter into a contract with Crook County. I also certify that I carry the required insurance limits as stated in this Exhibit or can, if selected as a result of this RFP, obtain the required insurance and provide proof of the required insurance certificates prior to signature and execution of the contract.

Signature: 

Date: 10.17.2023

Printed Name and Title: Will Elder, Project Manager



ATTACHMENT 3: EXECUTIVE SUMMARY

(if consortium, please fill one out for each business entity)

1. Proposer's legal name:

Firm Name: J. R. Miller and Associates

Address: 319 SW Washington St., Ste. 607, Portland, OR 97204

Telephone: (714) 524 1870

2. Briefly summarize your program design:

Our program design is to engage a multi-disciplinary team with relevant experience and local knowledge of Crook County to deliver a customized work product that meet's the County's short and long-terms goals. The work will be delivered in an iterative process with regular check-ins and collaboration with the County and key stakeholders. We will also leverage experience and lessons learned from other pertinent projects to enhance the quality of the final deliverables.

3. Chief Executive contact:

Name of Chief Executive: Dan Bianco

Title: President

Telephone: 714.524.1870 | Ext. 215

E-mail Address: danb@jrma.com

4. Primary Application Contact

Name of Primary Contact: Will Elder

Title: Project Manager

Telephone: 971.395.0583

E-mail Address: willelder@jrma.com

5. Legal Status Information

Federal Employer Tax Identification or Social Security Number: 33-0110223

Oregon Tax I.D. Number: 020813081-60



ATTACHMENT 4 – NARRATIVE SECTION

1. PROFESSIONAL QUALIFICATIONS OF PROJECT TEAM

JRMA is an architectural, engineering, and planning firm founded in 1982. Our current staff consists of 70 professionals in three regional offices (Portland, OR; Brea, CA; and Houston, TX) and three satellite offices (San Carlos, CA; Omaha, NE; and Lexington, KY). We have successfully provided solid waste master planning, and design services to facility owners, both public and private, for over 175 solid waste facilities. Public solid waste clients in Oregon and Washington include Deschutes County, Marion County, City of Salem, Oregon Metro, Clark County (WA), City of Tacoma, City of Seattle Public Utilities, and King County. Our subconsultants have worked in dozens of jurisdictions in Oregon and Washington, including Crook County.

UNMATCHED EXPERTISE

As a result of our extensive experience, JRMA is unmatched in planning and design of:

- Transfer stations – more than 200 projects from 100 tons per day (TPD) to 5,000 TPD with varying tipping floor and loadout configurations, as well as secondary processing facilities for C&D and other recoverable materials.
- Solid waste plans/master planning/feasibility studies – 35 projects assisting communities in planning for current and future needs in their solid waste systems.
- Our subconsultants have performed landfill work, solid waste rate setting, and financial analysis throughout Oregon and Washington, including Crook County.

Over the past four decades, JRMA has successfully completed more than **44 master planning projects for public and private solid waste facilities.**

Additionally, JRMA’s design expertise includes material recovery facilities (MRFs), organics processing facilities, household hazardous waste (HHW) facilities, self-haul/public drop-off centers, and gatehouse/scale plazas. We are also leaders in the design of administrative and staff offices, fleet operations, maintenance facilities, and visitor/education centers.

Our Comprehensive Services:

- Site master planning and feasibility studies
- Solid waste management plans (SWMP)
- Operational site planning and design
- Architectural design services
- Structural engineering
- Permit/agency processing
- Specifications
- LEED® design/certification
- Construction administration

KEY TEAM MEMBERS

Our proposed team for this project includes the following key members:



WILL ELDER, MURP I Project Manager

RESPONSIBILITIES, QUALIFICATIONS, AND EXPERIENCE: Will Elder will serve as the Project Manager and will be your main point of contact throughout the project.



Mr. Elder has been a professional in the solid waste and recycling industry for over 17 years. With a master’s degree in Urban and Regional Planning and a bachelor’s in economics, Mr. Elder brings unique, practical insight to projects. The below list highlights a few relevant solid waste master plans, feasibility studies, and projects in which Will has been involved:

- Tacoma Solid Waste Facility Master Site Plan – Tacoma, WA**
- Clark County Solid Waste Management Plan Update – Vancouver, WA**
- Clark County Regional Solid Waste System Phase 1 and 2 Study – Vancouver, WA**
- Garbage and Facility Systems Facility Plan – Oregon Metro, OR**
- Sustainability Assessment for Portland Bureau of Transportation – Portland, OR**



KEVIN MCCARTHY | Principal in Charge

RESPONSIBILITIES, QUALIFICATIONS, AND EXPERIENCE: Kevin McCarthy will serve as the Principal in Charge of this project. Mr. McCarthy has been a leader in the solid waste management and recycling industry for over 33 years. Having served as an executive in the private and public sectors, Mr. McCarthy has an exceptional track record designing and implementing small to large-scale recycling, organics, and solid waste collection and processing programs and services. The below list highlights a few relevant solid waste master plans and feasibility studies, in which Kevin has been involved:

- Deschutes County Diversion Master Plan – Bend and Redmond, OR**
- Solid Waste Transfer System Analysis Study – Bend and Redmond, OR**
- Clark County Solid Waste Management Plan Update – Vancouver, WA**
- Clark County Regional Solid Waste System Phase 1 and 2 Study – Vancouver, WA**
- Tacoma Solid Waste Facility Master Site Plan – Tacoma, WA**
- North Pointe Solid Waste Special Services District Master Plan – Lindon, UT**
- San Joaquin County New Transfer Station Feasibility Study – Stockton, CA**
- Port Angeles Transfer Station Facility, Updating Operations Plans – Port Angeles, WA**



DOUG DRENNEN | Solid Waste Management Plan Advisor

RESPONSIBILITIES, QUALIFICATIONS, AND EXPERIENCE: Mr. Drennen will serve as a SWMP advisor for this project. Doug brings over 45 years of project management and engineering experience, working with and for both public agencies and private firms. He has worked in the solid waste industry to complete SWMPs; author feasibility studies; and plan and design facilities including transfer stations, recycling centers, MRFs, compost sites, alternative technology plants, and waste-to-energy facilities. Doug has completed 12 solid waste management plans in the state of Oregon and five in the state of Washington. Other previous experience relevant to Crook County includes Engineering Manager for Oregon Metro operations. Key projects include:

- Deschutes County Solid Waste Management Plan – Bend, OR**
- Marion County Solid Waste Management Plan – Marion County, OR**
- Deschutes County Landfill Siting– Bend, OR**
- Financial Analysis of Solid Waste Programs & Funding Alternatives – Marion County, OR**



Clark County Solid Waste Management Plan Update – Vancouver, WA
Clark County Regional Solid Waste System Phase 1 and 2 Study – Vancouver, WA
Past SWMPs in Oregon prepared by Doug Include – Coos, Jackson, and Josephine County
Joint SWMPs – Yamhill County, Columbia County, and Lake County

SUBCONSULTANTS

JRMA recognizes the importance of subcontractors in delivering comprehensive and specialized services to Crook County for the SWMP update. While our firm provides a wide range of services, subcontractors bring specific expertise and resources to enhance the project's success. JRMA's team includes G. Friesen Associates, Inc. (GFA) and Bell and Associates. All our team members have worked together on previous projects.

G. FRIESEN ASSOCIATES, INC. (GFA) founded in 1996 by Gerry Friesen, specializes in providing high-quality engineering services for municipal solid waste landfills. GFA offers a range of services, including landfill siting studies, site development planning, construction oversight for landfill expansions, design of water management and gas collection systems, leachate collection system design, and closure and post-closure planning for public and private clients.

As a professional engineer with decades of experience in Oregon's solid waste field, Mr. Friesen is well-versed in state regulations and guidelines and has strong relationships with DEQ solid waste regulators. Gerry prepared Crook County's landfill development plan in 2013 and was the engineer of record for designing the current MSW cell. For Deschutes County, Gerry recently completed the latest landfill cell construction plans. In addition to Crook County, Gerry has been the lead landfill engineer for several clients including Knott Landfill, Finley Buttes Regional Landfill, and the Roosevelt Regional Landfill.



GERRY FRIESEN | Landfill Engineer

RESPONSIBILITIES, QUALIFICATIONS, AND EXPERIENCE: Mr. Friesen is a registered professional engineer who has 37 years of experience in environmental engineering, particularly in developing municipal solid waste landfills. He will take the lead in developing guidance for developing and operating the landfill over the next ten years. Gerry will also assist with developing a list of recommended system improvement projects to be included in a Capital Improvement Plan (CIP).

BELL & ASSOCIATES INC. is a consulting firm specializing in financial and operational analysis for integrated solid waste management. Founded in 2003 by a licensed Certified Public Accountant, its primary mission is to serve the waste and recycling needs of state and local governmental agencies, municipalities, and tribal communities. Based in Camas, Washington, Bell and Associates has completed over 300 projects primarily focused on the economics of the waste and recycling industry. Primary expertise covers rate review and setting, financial auditing, long-term planning, program analysis, and franchise procurement.



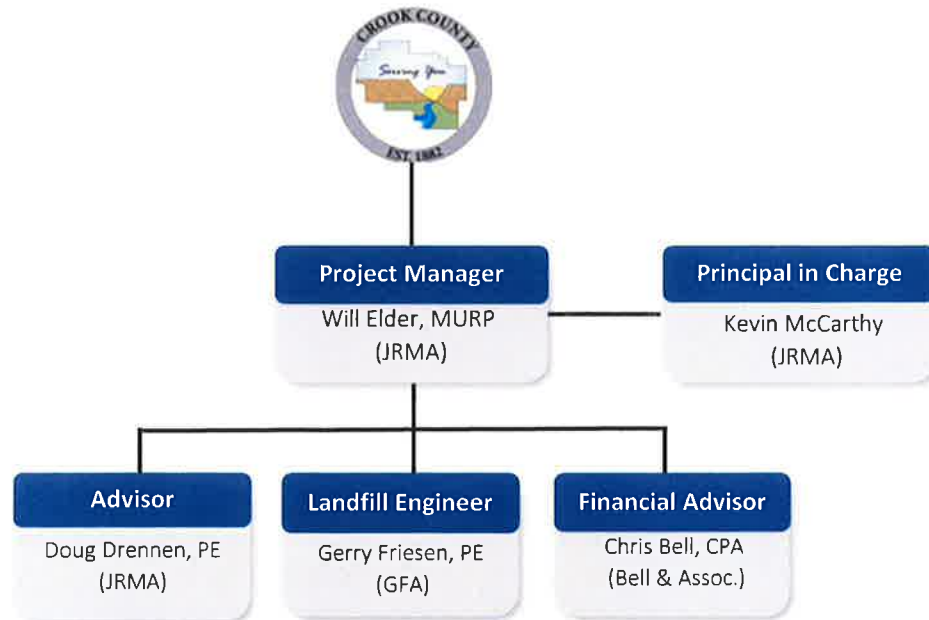
CHIRS BELL, CPA | Financial Advisor

RESPONSIBILITIES, QUALIFICATIONS, AND EXPERIENCE: Mr. Bell is an Oregon CPA with 24+ years of solid waste experience in solid waste rate analysis, feasibility, and financial analysis. Chris will take the lead in preparing the CIP and the rate analysis and funding strategies in the SWMP update.

He has worked with numerous public agencies in Oregon including Deschutes County, Clackamas County, Wheeler County, Tillamook County, Oregon Metro, the City of Beaverton, the City of Hillsboro, the City of Salem, the City of Eugene, and the City of Ashland amongst others. The below list highlights a few relevant solid waste rate and financial analysis projects in which Chris has been involved:

- Solid Waste Transfer System Analysis Study – Bend and Redmond, OR**
- Marion County Solid Waste Rate Review– Salem, OR**
- Clark County Solid Waste Management Plan Update – Vancouver, WA**
- Clark County Regional Solid Waste System Phase 1 and 2 Study – Vancouver, WA**

ORGANIZATIONAL STRUCTURE



2. EXPERIENCE

DESCHUTES COUNTY SOLID WASTE MANAGEMENT PLAN | BEND AND REDMOND, OR





JRMA completed a SWMP for Deschutes County in 2019. The SWMP project was a comprehensive assessment of the recycling and transfer station system to determine the improvements necessary to meet immediate as well as long-term services. The SWMP also evaluated the long-term disposal options including alternative technologies to provide services when the current in-county, Knott Landfill, closes in <10 years. The long-term disposal options considered siting a new In-county landfill versus the cost of the long haul to regional sites. JRMA worked closely with the Solid Waste Advisory Committee (SWAC) to review all elements of the SWMP as they were prepared and developed a consensus on recommendations. JRMA also completed an evaluation of the transfer station system and prepared concept plans for retrofitting the facilities.

CLARK COUNTY REGIONAL SOLID WASTE SYSTEM STUDY I VANCOUVER, WA

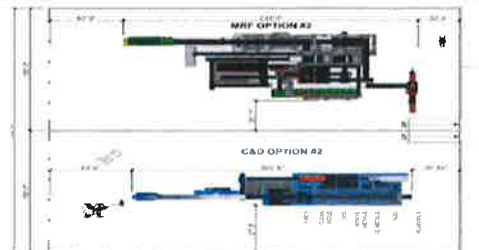


JRMA was selected to prepare a Regional Solid Waste System Study (RSWSS) to analyze and recommend needed facility operational and infrastructure improvements at three transfer stations and an MRF. The project was completed in three phases. The Phase I Regional Study (2021) included a full conditions assessment to identify immediate and long-term improvements at the facilities.

Phase 2 work addressed capital facilities planning and engineering services which included updated facility plans and construction cost estimates to be incorporated into a capital improvement plan for the entire system. The CIP will be used to develop a financial plan for the regional system. It also includes a review of the public ownership options of the transfer station system. Work was completed in 2023.

The RSWSS results and recommendations were incorporated into the Phase 3, 2023 update of the SWMP. JRMA was responsible for writing significant portions of the plan update including chapters on the collection, processing, disposal, and transport of materials along with chapters on funding and finance. Our team was also responsible for the overall integration of all chapters in the plan to prepare a preliminary draft for submission to the WA Department of Ecology. This work was completed in June 2023.

DESCHUTES COUNTY DIVERSION MASTER PLAN I BEND AND REDMOND, OR





JRMA recently completed a Diversion Master Plan aimed at enhancing diversion-related infrastructure within the County. This project was completed in June 2023. The completed work aligned with recommendations from the 2019 SWMP update. This collaboration primarily focused on improvements at the Knott Landfill Recycling and Transfer Facility and the Negus Transfer Station and Recycling Center. Recommended improvements addressed processing operations for diverse waste streams, including construction and demolition waste, residential and commercial organic materials, and source-separated recyclables. Work products included conducting a thorough analysis of options, conceptual site planning, and generating conceptual floor plans for processing equipment. A feasibility analysis was completed to ensure that the proposed solutions are both practical and viable as future diversion infrastructure improvements.

MARION COUNTY COMPREHENSIVE SWMP UPDATE | SALEM, OR

JRMA managed the preparation and update of SWMP including a comprehensive review of a system that handles over 220,000 TPY. The team examined the materials handling capabilities in the County to expand the recovery of recyclable materials. A detailed review of conversion technologies was prepared to evaluate alternatives to continue processing waste at the WTE facility. The project team conducted several public meetings and workshops to receive comments, worked with the SWAC to develop the SWMP, and then presented a course of action to address the objectives of meeting long-term disposal of a growing waste stream, beyond the capacity of the current system. The final SWMP was adopted by the Board of Commissioners in 2009. Follow-on work included the completion of a Financial Analysis of Solid Waste Programs and Funding Alternatives in 2010.

3. METHOD OF APPROACH; PROJECT UNDERSTANDING

The County's solid waste system is managed by the Crook County Landfill (CCL) division that operates the local landfill. CCL has 10 full-time employees and operates with a budget of about \$7M (FY24). This budget includes a reserve fund of \$4.2M. The landfill meets all regulatory standards as required by State and Federal agencies. In addition to the primary disposal cell that receives municipal solid waste, the County operates a secondary cell that receives construction and demolition (C&D) waste. In 2021, it was reported that 33,617 tons were generated representing an increase of 77% from 2012, with 26,257 tons disposed of and 7,360 tons recycled. This represents a recycling rate of 21.9% or about 2% more than the 20% goal.

Maintaining a reliable disposal facility to serve the County is important since there are no current long-term regional options in adjacent counties. Deschutes County is pursuing a new site to replace Knott Landfill; however, this is still in the planning stages. The SWMP update will address the continued operation of the County's landfill as a mainstay facility to provide cost-effective services. This includes determining the need to address all regulatory requirements and provide for the disposal of all waste generated.

The SWMP update will address all elements of the County's system (i.e., landfill, transfer station, collection, recycling, hazardous wastes, special wastes, etc.) to prepare a roadmap for making



investments needed to maintain cost-effective services. The SWMP update will include a review and update of recommended capital improvements and financial plans. We will examine the current rates and fees charged at the landfill that might be streamlined to provide a simpler, easy-to-manage fee system. The result will be a financial plan that supports the implementation of the programs and services recommended in the SWMP update.

Where practical, JRMA will review regional approaches if synergies exist to support Crook County's long-term solid waste management needs. In preparing the Deschutes County SWMP in 2019, JRMA met with Crook County to discuss future disposal options and coordination of other services. Regional approaches to coordinate recycling, composting, and other programs will be evaluated. JRMA recently completed a study for Deschutes County that presents options to locate a regional compost facility to manage all organics collected. Likewise, opportunities to implement a regional approach for collecting and managing recyclables could benefit Crook County.

APPROACH

The SWMP update will take a comprehensive look at the entire solid waste system elements as detailed in the RFP scope of work. Chapters of the SWMP update will be developed by completing the following approach:

- Define the **existing solid waste system** (i.e., collection, processing, transfer, and disposal system).
- Prepare **future projections** for population, economy, and material flows (e.g., solid waste, recycling, composting, and special items such as butcher waste).
- Complete a **needs and opportunities assessment of current programs, policies, and infrastructure**. Alternatives will be identified and evaluated, and a list of recommendations will be developed to meet the County's needs over the next ten years. The alternatives analysis will be clear and concise, factually supported, and described in a manner that key stakeholders can understand.
- **Prepare a CIP for the complete list of recommended system improvement projects** in order of importance for implementation over the next ten years. Documentation will be provided on capital cost estimate assumptions, including inflation allowances. Project cut sheets will be prepared compatible with the County budgeting format with a project description, justification, type of project, and estimated project costs in current and future dollars.
- Perform a **rate analysis and funding strategies** task to ensure the equitable recovery of system costs, define a rate-setting process, streamline current rates and fees charged at the landfill, and explore funding opportunities and energy-saving alternatives (if any) through various agencies and utility programs.
- Implement a public information and involvement program for the SWMP update. The JRMA team will coordinate and conduct meetings throughout the project to engage County staff, other stakeholders (e.g., SWAC), and ultimately the County Commissioners.



A stakeholder engagement plan will be prepared, and addressed by documenting public meetings, and key take-aways, and providing information to the County IT department for posting on a website (home page for SWMP update).

JRMA has a proven approach to completing SWMPs with a similar stakeholder engagement plan as noted above, particularly relating to SWACs. Our work in Deschutes County, Clark, and Marion County all included extensive engagement with SWAC and related advisory bodies. The following task detail is provided to illustrate how the SWMP update work will be executed.

TASK 1 – PROJECT MANAGEMENT, MEETINGS, AND DELIVERABLES

All successful projects start with a project kick-off meeting to ensure alignment on scope understanding, schedule, stakeholder engagement plan, communication preferences, data needs, and deliverables. A draft stakeholder engagement plan will be shared at this meeting to address items 1-3 below. At this meeting, the following items will be addressed:

1. Determine the final planning process and schedule for completing the SWMP update. Results will be used to finalize the project deliverable schedule including review timelines and meeting dates for the stakeholders and SWAC.
2. Set up a public information process and determine when public meetings may be conducted or how the SWAC will participate in preparing the SWMP update.
3. Develop a project communications plan between the County and the JRMA team designed to ensure efficient coordination of work products and exchange of information. This will include ongoing meeting schedules and documentation expectations for project progress reports and key takeaways from meetings.
4. Discuss the County's solid waste policies and guiding principles to be used in developing the SWMP update.
5. Discuss the initial data and information needed for developing the SWMP update, identify where there may be data gaps, and a schedule for getting the relevant information.

We anticipate members of the project team may conduct site visits to review the landfill and any supporting facilities as applicable. We will also deliver the work products/deliverables as detailed in the RFP as follows:

- Kickoff meeting + stakeholder meetings + commissioner presentation.
- Produce and distribute materials for the website and public meetings.
- Project schedule with refinements, as needed.
- Progress reports and invoices.
- Draft SWMP for comment in hard copy and electronic formats.
- Final SWMP hard copies and electronic formats.

TASK 2 – INTRODUCTION AND OVERVIEW OF EXISTING SOLID WASTE SYSTEM

An introduction will be written that gives a brief overview of the solid waste system, and background of the plan, and highlights guiding principles that will be used to develop the plan. After conducting the initial kick-off meeting, an assessment of the existing conditions of the solid



waste system will be conducted. Baseline data and projections will be presented for use in further chapters. The project will be introduced to SWAC and the project background, roles and responsibilities, project timeline, and desired outcomes will be shared.

TASK 3- WASTE REDUCTION/RECYCLING/COLLECTION PROGRAMS

A review of State and County solid waste and recycling requirements will be conducted and evaluated based on the County's current programs and collection efforts. Any gaps will be identified, and alternatives will be developed based on opportunities for improvement.

We will evaluate the current collection programs for solid waste (trash), recycling, and yard waste within the County for both residential and commercial customers. The evaluation will include services provided by the County and by Republic Services of Central Oregon for the incorporated and unincorporated areas, as well as drop-off from self-haul customers. We will meet with Republic and County management staff to review current practices and the services provided. Waste reduction and reuse opportunities will consider financial strategies for implementation and recycling improvements will focus on increasing the tonnage of recycled materials collected. Changes in collection and compensation resulting from Oregon's Recycling Modernization Act (RMA) will be included in this evaluation.

CCL operates a recycle drop-off facility at the landfill that accepts many types of materials. Fees for each material vary and we understand the County would like to develop a simplified fee schedule. We will consider how materials are managed to determine changes that may improve services and reduce costs. The JMRA Team will evaluate all marketing, community outreach, and customer communication developed by the County and Republic, looking for a streamlined approach in each area and how this might change with new approaches that are effective and efficient. All recommended program and policy improvements that have a financial impact will be included in the Task 5 work products.

TASK 4 – TRANSFER, DISPOSAL, AND ALTERNATIVE SOLID WASTE MANAGEMENT FACILITIES AND SERVICES

CCL is located off Hwy 126 on the bluff just west of the City of Prineville. The landfill can serve the community for over 50 years. A separate landfill cell that is unlined is permitted to accept non-putrescible waste. A rural drop-off site located in Paulina is operated by Republic and receives mixed solid waste and commingled recyclables from routes and self-haul customers. Republic's hauling yard is permitted to reload waste and operates a recycling drop-off center.

DISPOSAL FACILITIES

Gerry Friesen will lead this task to review information and data on the remaining capacity of the Crook County Landfill as well as cell development plans. Gerry prepared the site development plan in 2013 and was the engineer of record for the design of the latest cell. He will review trends and current regulations particularly related to landfill gas emissions that could impact future



operations and expenditures. There may also be approaches that could result in other efficiencies.

ALTERNATIVE SOLID WASTE MANAGEMENT FACILITIES

We will also examine the waste composition data from DEQ and any preliminary analysis from earlier tasks to identify opportunities to recover and/or process using technologies to reduce the amount of waste disposed. Regional approaches to handling waste streams from neighboring counties will be examined. JRMA is currently working with Deschutes County on an organics management plan that may benefit the County. Deschutes County is also considering options for handling recyclables that may include building a MRF. This task will result in evaluating strategies and making recommendations for the County to continue providing cost-effective long-term services and address the financial needs for meeting them. All recommended facility improvement projects that have a financial impact will be included in the Task 5 work products.

TASK 5 – ADMINISTRATION AND FINANCIAL PLAN

The administrative chapter will review the current organization's responsibilities and authorities as well as contractual/franchise arrangements with service providers. We will identify impediments or opportunities to enhance the system, administration, and changes to the contractual arrangements to move forward with plan implementation.

RATE ANALYSIS AND FUNDING STRATEGIES

Currently, CCL operates as a separate enterprise fund. Our team will review the current solid waste budget with a focus on fees charged at the landfill and ways to consolidate and simplify without reducing current revenues. The CIP will also be reviewed and updated to assist with managing reserve funds to maintain rate stability in the system by recognizing future revenue requirements. All recommended system improvement projects will be detailed per the RFP requirements. Other related rate and funding strategy work will be addressed under this task including defining a rate-setting process and exploring funding opportunities and energy-saving alternatives (if any) through various agencies and utility programs.

TASK 6 – IMPLEMENTATION PLAN

The recommendations made for each element of the SWMP update will be summarized in a table showing the implementation timeline and reflecting the priorities of the County.

EXECUTIVE SUMMARY AND IMPLEMENTATION SCHEDULE

The JRMA team will prepare an Executive Summary that includes a description of the solid waste system, summarizes needs and opportunities, and presents the recommendations. It will describe the public involvement process and the role the SWAC played in reviewing the SWMP update. Attached will be the implementation plan to guide the future development of the solid waste system for the next 10 years.



PUBLIC REVIEW

Once the draft SWMP is assembled, we will provide copies to interested parties for public comment and presented to SWAC before final revisions to the draft SWMP are made. The County IT department will be engaged to ensure they have current information to post on the SWMP update home page.

FINAL SWMP

Once the SWAC has reviewed and commented on the final draft and input is received during the public comment period, we will make final edits and produce the Final Crook County SWMP. The JRMA team will present the final SWMP and implementation schedule to the Board of Commissioners for adoption. County staff will need to provide input, though, as to whether a final draft document is reviewed by the County Commissioners or not.

4. PRICING PROPOSAL

Please see separate pricing proposal.

5. REFERENCES

Client Reference: Marion County | Brian May, Solid Waste Division Manager | 5155 Silverton Rd. NE, Salem, OR 97301 | (503) 365-3147 | bmay@co.marion.or.us

Pertinent Projects: Comprehensive SWMP Update, Solid Waste System Assessment

Client Reference: Deschutes County | Tim Brownell, Solid Waste Director | 61000 SE 27th St., Bend, OR 97702 | (541) 317-3177 | tim.brownell@co.deschutes.or.us

Pertinent Projects: Diversion Master Plan, Landfill Alternatives Analysis

Client Reference: Deschutes County (Crook County at the time) | Jeff Merwin, Environmental Compliance and Infrastructure Manager | 61000 SE 27th St., Bend, OR 97702 | (541) 388-910 | jeff.merwin@co.deschutes.or.us

Pertinent Projects: 2013 Landfill Development Plan, 2014 Design of Latest Landfill Cell

Client Reference: Oregon Metro (Multi-County) | Courtney Patterson, Asset and Environmental Stewardship Division Director | 600 NE Grand Ave, Portland, OR 97232 | (503) 797-1581 | courtney.patterson@oregonmetro.gov

Pertinent Projects: Commercial Food Waste Processing, Facility Design, Equipment Procurement

Additional Recent Relevant Client Reference: Clark County | Joelle Loescher, Solid Waste Operations Program Manager | (564) 397-2323 | Joelle.Loescher@clark.wa.gov

Pertinent Projects: Solid Waste Management Plan, Feasibility Study, Facility Conditions Assessment



6. AVAILABILITY

RESPONSIVE SERVICES AND PROXIMITY

JRMA is uniquely positioned to provide highly responsive services to Crook County due to our proximity to the County's offices and our robust team resources. Our regional office in Portland, Oregon, places us in close geographic proximity to Crook County, facilitating efficient communication and on-site support as needed. Additionally, Gerry Friesen with GFA is in Bend, Oregon, and can be onsite within an hour's proximity enabling timely communication with Crook County officials and stakeholders, supporting quick mobilization for urgent needs, and providing valuable local knowledge for effective master planning.

WORKLOAD CAPACITY AND RESOURCES

Number of Ongoing Projects: JRMA staff dedicated to this project are currently working on master planning-related services for the City of Tacoma, Deschutes County, and by year-end on a project in Marion County.

Available Workload Capacity: JRMA's current workload and staff resources are well-balanced, allowing us to dedicate the necessary expertise and resources to Crook County's project. All of our project team members have the available capacity to complete this project. Available capacity by team member is as follows:

WILL ELDER: 50% capacity	KEVIN MCCARTHY: 25% capacity	DOUG DRENNEN: 25% capacity	GARY FRIESEN: 50% capacity	CHRIS BELL: 15% capacity
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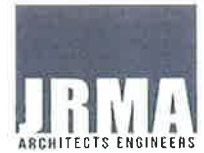
7. FAMILIARITY WITH COUNTY'S SYSTEM

Gerry Friesen's extensive experience with Crook County and related projects makes him a recognized leader in landfill planning, design, and permitting in Oregon. He has been the engineer of record for several landfills, including Crook County, Knott County, and Finley Butte in Morrow County. His in-depth knowledge of state regulations and strong relationships with DEQ solid waste regulators have solidified his expertise in the industry. In 2013, he prepared Crook County's landfill development plan and designed the current MSW cell. Additionally, Gerry recently finalized the design and construction documents for a new landfill cell at Knott Landfill in Deschutes County, which is now in the bidding stage.

Chris Bell has a collaborative history with Crook County, particularly in waste management planning. In 2009, he played a vital role in the operational and financial aspects of the Solid Waste Management Plan update as a subcontractor to Kies Strategies. This project was a direct result of their prior collaboration on the HHW Plan in 2007, where Chris estimated costs for various alternatives and developed a comprehensive five-year funding plan for recommended HHW management options. Chris and Gerry's combined expertise has positively impacted Crook County's solid waste management landscape.

Will Elder, MURP

Solid Waste Project Manager | Planner



Will Elder, who will be the Project Manager for this project, brings over 17 years of experience in the solid waste and recycling industry. He holds a master's degree in Urban and Regional Planning and a bachelor's degree in Economics. Will Elder's extensive experience and project management skills make him a valuable asset to this project, and his background in urban planning and economics adds a unique perspective to solid waste management. Mr. Elder has been the project manager for several high profile projects, including:

- Procured and project managed an eight-million-dollar capital project for commercial food waste processing.
- Negotiated disposal and transportation contracts valued at \$227 million, saving the public approximately \$15 million over 10 years.
- Developed a project plan for solid waste facilities master plan for the Metro Regional Government.
- Evaluation of rates and solid waste fees.
- Evaluation of recycling policy impacts
- Created a Basis of Design for Clark County's Washougal Transfer Station.

EXPERTISE

- Project Management
- Contract development, negotiation, and administration
- Financial analysis
- Management of multi-jurisdictional recycling programs
- Drafting Basis of Designs

YEARS OF EXPERIENCE

17 years

YEARS WITH FIRM

1 year

JRMA OFFICE

Portland, OR

EDUCATION

B.S. Economics
Masters in Urban and
Regional Planning
Portland State University
Certification in Project
Management

Relevant Project Experience

Tacoma Solid Waste Facility Master Site Plan –Tacoma, WA

Clark County Solid Waste Management Plan Update – Vancouver, WA

Clark County Regional Solid Waste System Phase 1 and 2 Study
– Vancouver, WA

Commercial Food Waste Project – Portland, OR

Garbage and Facility Systems Facility Plan – Portland, OR

Solid Waste Transport and Disposal Procurement – Portland, OR

Recycle at Work Program Outreach – Portland, OR

Business Recycling Requirement Evaluation – Portland, OR

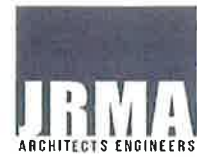
COVID impact Solid Waste Rate Assessment – Portland, OR

Sustainability Assessment for Portland Bureau of Transportation
– Portland, OR

Sustainability Assessment for Doubletree Corporation– Portland, OR

KEVIN MCCARTHY

Principal | Solid Waste



EXPERTISE

- MRF and Transfer Station Operations
- Facility Development and Master Planning
- Financial and Rate Analysis of Programs and Operations
- Project Management
- Contract Development, Negotiations and Administration
- Long-Range Planning/High Diversion Plans
- Permitting

YEARS OF EXPERIENCE

32 years

YEARS WITH FIRM

Three years

JRMA OFFICE

San Carlos, CA

EDUCATION

B.S., Environmental Policy Analysis and Planning
University of California, at Davis

Mr. McCarthy has been a leader in the solid waste management and recycling market for over 30 years. Having served as an executive in the private and public sectors, Mr. McCarthy has an exceptional track record designing and implementing small- to large-scale recycling, organics, and solid waste collection and processing programs and services. He has served in a variety of management roles throughout his career, including providing operational oversight, leadership, and environmental compliance at solid waste and green waste transfer stations and material recovery facilities (MRFs). He was the first executive director for a 12-member public joint powers agency, the South Bayside Waste Management Authority (SBWMA), in California, representing nearly 500,000 residents and 10,000 businesses. He also has developed and/or negotiated dozens of contracts, including municipal franchise agreements; processing and disposal agreements; and end-of-life asset management agreements with original equipment manufacturers. Mr. McCarthy has visited over 125 solid waste facilities in the United States and has hands-on operational experience, including managing organics processing, transfer, and MRF operations; and designing MRF equipment retrofits.

Solid Waste Master Plans, Feasibility Studies, and Operational Experience

Tacoma Solid Waste Facility Master Site Plan – Tacoma, WA

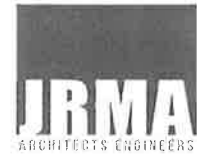
JRMA was selected by the City of Tacoma, Washington to prepare a facility master plan for a 235-acre municipal site. JRMA is tasked with developing a clear vision and plan for future improvements to the Recovery and Transfer Center (RTC) and end-use options to transform a closed landfill into a true community asset. The master plan will drive the necessary infrastructure improvements to meet the 70% waste diversion goal established in the City's 2015 Sustainable Materials Management Plan and help address sustainability targets and action plans found in the City's 2016 Environmental Action Plan.

Phase 1 work is underway which focuses on preparing a conceptual site plan for building the infrastructure to manage solid waste and recycling services for the next 25 years. This master plan will consider current operations and conditions of facilities to determine needs and opportunities to upgrade, replace and/or expand existing structures. It entails updating waste projections and examining waste characterization data to identify opportunities to increase recovery of materials and reduce waste disposed in landfills in conformance with the City's sustainable management goals. The work product will be a conceptual Master Facilities Plan and report providing design criteria and rationale for the various facilities. It will also include a capital improvement plan (CIP) and proposed schedule.

Mr. McCarthy serves as the Principal-In Charge for this project.

KEVIN MCCARTHY

Principal | Solid Waste



PROFESSIONAL AFFILIATIONS

Resource Recovery Coalition
of California

Solid Waste Association of
North America, Gold Rush
Chapter and Beehive Chapter

Deschutes County Diversion Master Plan – Bend and Redmond, OR

Mr. McCarthy served as the Project Manager for completing a comprehensive Diversion Master Plan, aimed at enhancing diversion-related infrastructure within the County. This project was completed in June 2023.

The Deschutes County Diversion Master Plan project encompassed several key aspects aimed at enhancing waste diversion infrastructure. The first objective was to build off of diversion related recommendations from the 2019 Solid Waste Management Plan. This primarily focused on improvements at the Knott Landfill Recycling and Transfer Facility and the Negus Transfer Station and Recycling Center to address processing operations for construction and demolition waste, residential and commercial organic materials, and/or source-separated recyclables.

JRMA's role encompassed conducting a thorough analysis of options, conceptual site planning, and generating conceptual floor plans for processing equipment. A feasibility analysis was completed to ensure that the proposed solutions are both practical and viable as future diversion infrastructure improvements.

Clark County Solid Waste Management Plan Update – Vancouver, WA

Mr. McCarthy served as the Project Manager for supporting Clark County with preparing an update to its Solid Waste Management Plan. JRMA was responsible for writing significant portions of the Plan update including Chapters on collection, processing, disposal and transport of materials along with chapters on funding and finance. Our team also was responsible for overall integration of all chapters in the Plan to prepare a preliminary draft for submittal to the WA Department of Ecology. This work was completed as Phase 3 of the Clark County Regional Solid Waste System Study. Work was completed in June 2023.

Clark County Regional Solid Waste System Phase 1 and 2 Study – Vancouver, WA

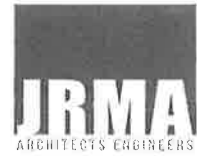
JRMA completed a multi-phase regional solid waste system study for Clark County, including three transfer stations and an MRF, with a goal to develop recommended policy, service, and infrastructure design improvements over the next ten years. Mr. McCarthy assisted with completion of tasks related to operational and financial aspects of the current facility operations and future proposed changes to operations. He also assisted with evaluating policy and institutional arrangements associated with the ownership of the facilities. The project was completed in June 2023.

North Pointe Solid Waste Special Services District Master Plan – Lindon, UT

Mr. McCarthy served as the Project Manager for completion of a facility master plan for a series of operational improvements for a publicly owned and operated transfer station complex in northern Utah County. Project tasks include preparing a forecast of future tonnage, completion of a facility and

KEVIN MCCARTHY

Principal | Solid Waste



operational conditions assessment, conceptual design of transfer station improvements and cost estimates for such improvements. Work was completed in spring 2022.

Solid Waste Transfer System Analysis Study – Bend and Redmond, OR

The JRMA team was hired by Deschutes County and initiated work in February 2021 to review the County's contracted solid waste transfer operations, benchmark such operations to others, and recommend any changes to contractual arrangements to meet short and long-term needs for the County. The work was completed with four key deliverables as follows:

- Prepared a memo summarizing key financial and operational data (i.e., number of hauls by material type, and transfer costs) for each of the four remote transfer stations and summarized Deschutes Transfer (DT) assets and financial information for providing the transfer and rolloff services.
- Prepared a memo summarizing future changes to the transfer station system and how such changes will impact the delivery of current services by Deschutes Transfer.
- Reviewed existing Transport/Transfer Agreement(s) and qualitatively evaluate up to three contract options using agreed upon evaluation criteria. JRMA prepared recommendations to change existing contractual arrangements.
- JRMA analyzed what it would cost for the County to provide the current services (i.e., transfer and rolloff services at remote transfer stations, and operational assistance at Negus Transfer Station) contracted to Deschutes Transfer (DT).

This work was completed in the fall of 2021. Mr. McCarthy served as the Project Manager.

Mt. Diablo Resource Recovery Park Master Plan – Pittsburg, CA

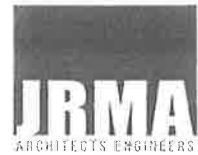
Mr. McCarthy served as the Project Manager for completion of a facility master plan for a series of operational improvements for a privately owned and operated transfer station and material recovery facility complex in the eastern San Francisco Bay area. The eight-phase masterplan will be constructed over a ten-year period with construction of five primary structures with ancillary facilities for a total of 505,600 sf of buildout. Future master planned improvements include a new organic waste receiving and processing building, new C&D receiving and processing building, expansion of the existing transfer station, traffic and scale house improvements, new maintenance facility, and new transfer trailer staging and fueling area. This work included a per review of organics pre-processing and AD system and recommendations for future organics processing equipment. When completed, the Mt. Diablo Resource Recovery Park facility will have a design capacity for 5,500 tons per day.

Page 175

San Joaquin County New Transfer Station Feasibility Study – Stockton, CA

KEVIN MCCARTHY

Principal | Solid Waste



Mr. McCarthy serves as the Project Manager for completion of a feasibility study for a new transfer station to potentially replace the County's existing Lovelace MRF and Transfer Station facility. JRMA is partnered with a financial advisory firm on the project and is responsible for an operational cost review of the existing facility and development of a conceptual layout and cost estimates for the new facility. Initial work was completed in 2022.

Port Angeles Transfer Station Facility Evaluation – Port Angeles, WA

JRMA completed a detailed facility conditions and operational assessment of the Port Angeles solid waste facilities including Port Angeles Transfer Station, Port Angeles Compost Facility, Moderate Risk Waste Facility, and Blue Mountain Drop Box and Recycle Center Operations. The final Conditions Assessment Report included a capital replacement reserve analysis, with a focus on key systems or structures that needed immediate repair. Mr. McCarthy was the lead on the operational assessment component of the field work. This work was completed in November 2021.

City of Port Angeles Transfer Station Facility – Updating Operations Plans

Mr. McCarthy served as the Project Manager for updating operations plans for the Port Angeles Transfer Station (PATS), inclusive of the transfer station operations, composting facility, and moderate risk waste facility (MRWF). Work was completed to review each operations plan and produce updated documents to reflect City ownership of the facilities. JRMA also conducted an industry best practice review to ensure the documents are current and up to date with applicable regulatory and industry standards. Work was completed in the spring of 2022.

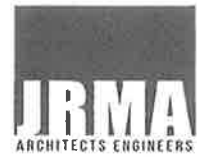
Solid Waste and Recycling Transfer Station Feasibility Study – Berkeley, CA

Mr. McCarthy served as assistant project manager for a “Zero Waste Collaborative” Team led by JRMA. He has been instrumental in work completed including a site operational assessment and conceptual designs to transform the existing transfer station, MRF, and hauling yard complex into a zero-waste transfer station. He also completed a draft financing plan for recommended facility improvements and led efforts for completion of the final feasibility study report. Please see the presentation to the Berkeley City Council on the report:

[https://www.cityofberkeley.info/Clerk/City_Council/2019/11_Nov/Documents/2019-11-05_\(WS\)_Presentations_Item_1_Pres_PW_pdf.aspx](https://www.cityofberkeley.info/Clerk/City_Council/2019/11_Nov/Documents/2019-11-05_(WS)_Presentations_Item_1_Pres_PW_pdf.aspx)

KEVIN MCCARTHY

Principal | Solid Waste



Other Relevant Projects

Caglia Environmental Transfer Station and MRF Master Plan – Fresno, CA

Cal-Waste Recovery Systems Facility Master Planning – Galt and Lodi, CA

City of Redding, Facilities Master Planning – Redding, CA

South Utah Valley Solid Waste District Environmental Recovery Facility

– Spanish Fork, UT

DOUG A DRENNEN

Senior Project Manager



EXPERTISE

- Project Management
- Procurement/Contract Negotiations
- Facility Planning
- Siting/Permitting
- Resource Recovery Facilities Design of Transfer Stations & Material Recovery Facilities
- Solid Waste Management Plan Financial Planning/Rate Studies

YEARS OF EXPERIENCE

Over 45 years

EDUCATION

B.S., Civil Engineering
University of Akron

AWARDS

1975-76

National Center of Resource Recovery — Rockefeller Fellows Program Recognized for completing internship in Fellows Program for contributions to the national goal of developing long-range resource recovery-based solutions for managing solid waste

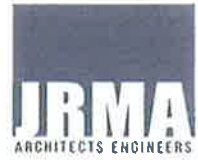
Mr. Doug Drennen, who will serve as a SWMP advisor for this project, brings an impressive wealth of over 45 years of project management and engineering experience. He has had a distinguished career, working with both public agencies and private firms, making significant contributions to the solid waste industry. Doug has completed 12 solid waste management plans in Oregon and five in Washington. He has also authored influential feasibility studies, planned and designed essential facilities, including transfer stations, recycling centers, MRFs, compost sites, and more. Mr. Drennen's recognized expertise spans solid waste management, covering permitting, policy analysis, financial planning, and cost-effective life-cycle evaluations. He holds a proven record of success in over 200 solid waste projects across the nation. His profound knowledge and experience make him a valuable SWMP advisor for Crook County's project.

Relevant Project Experience

- Deschutes County Solid Waste Management Plan – Bend, OR
- Marion County Solid Waste Management Plan – Marion County, OR
- Deschutes County Landfill Siting – Bend, OR
- Financial Analysis of Solid Waste Programs & Funding Alternatives – Marion County, OR
- Clark County Solid Waste Management Plan Update – Vancouver, WA
- Clark County Regional Solid Waste System Phase 1 and 2 Study – Vancouver, WA
- Other SWMPs in Oregon prepared by Doug include – Coos, Jackson, and Josephine County
- Joint SWMPs – Yamhill County, Columbia County, and Lake County
- City of Tacoma Recycling & Transfer Station – Tacoma, WA
- Factoria Recycling and Transfer Station – Bellevue, WA
- Monterey Regional Waste Management District (MRWMD) MRF and Transfer Station Improvements and Vehicle Maintenance Facility – Marina, CA
- City of Seattle Transfer Site Redevelopment Plan – Seattle, WA
- West Rock Material Recovery Facility Retrofit Design – Portland, OR
- South Bayside Waste Management Authority (SBWMA) Shoreway Environmental Center – San Carlos, CA
- Waste Management Recycling & Transfer Station (Davis Street) – San Leandro, CA
- LA County Sanitary District Materials Recovery Facility Plans and Equipment Procurement – Los Angeles, CA

DOUG A DRENNEN

Senior Project Manager



Solid Waste Project Experience

**City of Albuquerque Siting Study and Master Plan for Transfer Station/
Hauling Yard/Office – Albuquerque, NM**

**City of Redding Transfer & Recycling Center Facilities Master Plan
– Redding, CA**

Columbia County Transfer & Recycling Station – St. Helens, OR

CR&R Perris Recycling & Transfer Station Master Plan – Perris, CA

**IREP Montgomery Material Recovery Facility & Transfer Building
– Montgomery, AL**

Pope-Douglas Counties Material Recovery Facility – Pope County, MN

Solid Waste Integrated Resources Plan – City of Los Angeles, CA

Gerald Friesen, P.E.
Principal Engineer

Mr. Friesen is a registered professional engineer that has 37 years of experience in environmental engineering, particularly in developing municipal solid waste landfills. His many solid waste management projects have included facility siting studies; site development and closure plans; landfill design and construction including composite liner systems, surface water management system, leachate treatment and landfill gas control facilities; and facility operating plan preparation.

Over the years, Mr. Friesen has been responsible for permitting, design and/or construction of projects at over 25 landfills located throughout the western United States. Some of the projects he has been responsible for include:

- ***Finley Buttes Regional Landfill- Boardman, Oregon (510 acres):*** Assistance in obtaining DEQ approval for 100 million cubic yard vertical expansion; preparation of site development plan; preparation of alternative liner system analysis; preparation of alternative final cover analysis; preparation of fill sequencing plans; design and construction of MSW refuse cells; design and construction of surface water and landfill gas collection and control system; and coordination of alternative earthen cover demonstration project.
- ***St. John's Landfill - Portland, Oregon (220 acres):*** Permitting, design and construction of 4,000 scfm landfill gas-to-energy project.
- ***Roosevelt Regional Landfill – Roosevelt, Washington (915 acres):*** Preparation of site development plan; preparation of moisture enhancement analysis that utilizes dredge spoils and leachate to increase biodegradation rates; preparation of alternative final cover analysis; design of five MSW lateral expansion areas and two incinerator ash disposal cells; preparation of fill sequencing plans; design of containment berm that enables dredge spoils to be contained and leachate recirculated on top of existing refuse cells; and CQA certifying engineer for over 75 acres of lined area.
- ***West Hawaii Landfill- Waikoloa, Hawaii (300 acres):*** Assistance in obtaining regulatory agency approval for new 300-acre MSW landfill; preparation of site development plan; surface and subsurface investigations; preparation of site operating plan; design and construction of first two refuse cells; preparation of final grading plan; design of landfill final cover, surface water management system and LFG control system.
- ***Kekaha Landfill - Kauai, Hawaii (40 acres):*** Assistance in obtaining regulatory agency approval for 40-acre MSW landfill expansion; preparation of site development plan: surface and subsurface investigations; design of 32 acre MSW landfill expansion; and preparation of fill sequencing plans.
- ***Anchorage Regional Landfill, Alaska (275 acres):*** Assistance in obtaining regulatory agency approval for new 275-acre MSW landfill; preparation of comprehensive development plan; design and construction of first three refuse cells; preparation of final grading plan; design of landfill final cover and LFG control system.
- ***Demolition Landfill - Bend, Oregon (52-acres):*** Surface and subsurface investigations; permitting; preparation of landfill closure plan; design and construction of 18-acre closure area.
- ***Short Mountain Landfill – Eugene, Oregon (580 acres):*** Assistance in obtaining DEQ approval for 43-million cubic yard MSW lateral landfill expansion; preparation of site development plan; preparation of plans, specifications, engineering report, and CQA plan for 18-acre MSW landfill expansion; preparation of fill sequencing plans; and preparation of plans, specifications and assistance during construction of leachate treatment building.
- ***Knott Landfill - Bend, Oregon (135 acres):*** Assistance in obtaining regulatory agency approval for 135-acre MSW landfill expansion; surface and subsurface investigations; preparation of site development plan; design and construction of three MSW refuse cells; assistance in permitting of leachate recirculation system; design of surface water management system and preparation of closure plan.

Mr. Friesen received his M.S. and B.S. degrees from Oregon State University and is a Registered Professional Engineer in California, Oregon and Washington.



Christopher Bell, CPA



President – Bell & Associates, Inc.

Solid Waste & Recycling Financial Consultants

Certified Public Accountant

Oregon – License 10,451

Illinois – License 73,391

Work History

Bell & Associates, Inc.
President 2003 – Present

Merina & Company
CPAs and Consultants
Manager of Consulting
Services, 2001 – 2003

Waste Management Oregon
Asst. Divisional Controller
1999 – 2001

Education

Business Management
BS – Park University 1993

Law Enforcement
US Air Force / CCAF
Associates 1991

Mr. Bell is a Certified Public Accountant practicing in integrated solid waste management with an emphasis on the financial analysis and operational evaluation of solid waste and recycling collection systems and facilities. He has assisted numerous public and private entities with setting collection rates, service procurement, program implementation, financial and performance audits, planning, and facility and systems assessment.

Prior to solid waste consulting, Mr. Bell served as Assistant Divisional Controller for Waste Management of Oregon. His responsibilities were the monthly financial close, budgeting, reconciliation, reporting, operational performance analysis, audit preparation, and annual franchise reporting for three separate collection companies and two transfer stations. In addition, Mr. Bell was in charge of fixed assets and accounts payable for all six Oregon and Southwest Washington

Recent Financial & Operational Project Experience

- MRF Cost of Service Study – Clark County, WA
- Annual Solid Waste & Recycling Rate Setting – Albuquerque, NM
- Waste Collection Cost of Service Study – Indianapolis, IN
- Commercial Franchise Procurement – Los Angeles, CA
- Solid Waste Wasteshed Study – Central California
- Landfill Cost of Service Study– Ada County, ID
- Alternative Fuels Study – Mesa, AZ and Tucson, AZ
- Integrated SW Plan / Contract Negotiation – Boise, Idaho
- Solid Waste Regulatory Review – Multnomah County, Oregon
- Solid Waste Management Plan – Lincoln County, Oregon
- Solid Waste Collection Contract Compliance Audit Sammamish, WA
- Financial / Operational Reviews of franchised Solid Waste & Recycling Collection Operations – 11 Oregon jurisdictions

Mr. Bell's industry and consulting experience include:

- Business and Industry Consulting – Public & Private Sectors
- Financial Accounting & Auditing
- Rate Setting / Financial Analysis / Cost of Service
- Waste Transportation & Disposal Alternatives Analysis
- Waste Collection & Disposal Services Procurement
- Financial Management & Capital Planning
- Alternative & Renewable Fuels Fleet Studies and Conversions
- Business Improvement Processes
- Strategic Planning & Implementation
- Recycling & Solid Waste Programs and Systems Assessments
- Integrated Solid Waste Management Planning (ISWMP)
- Procurement and Contract Management

Prior Projects by Type and Client / Jurisdiction

Rate Setting / Cost of Service / Financial & Operational Analysis

City of Albuquerque, New Mexico	City of Eugene, Oregon
City of Indianapolis, Indiana	City of Los Angeles, California
City of Vancouver, Washington	Raleigh, North Carolina
Friedman Recycling, El Paso, Texas	Oregon Dept. of Environmental Quality
Clackamas County, Oregon	City of Ashland, Oregon
Washington Utility & Transportation Commission	Mercer Island, Washington
City of Beaverton, Oregon	City of Yakima, Washington
City of Moses Lake, Washington	City of Laramie, Wyoming
City of Hillsboro, Oregon	Gillette, Wyoming
City of Salem, Oregon	Town of Surfside, Florida

Integrated Solid Waste Planning

City of Albuquerque, New Mexico	Crow Nation, Crow Agency, Montana
Yakima County, Washington	Park County, Montana
Thurston County, Washington	Kitsap County, Washington
Kodiak Island Borough, Alaska	Wheeler County, Oregon
HHW Plans – 7 Oregon Counties	Quechan Tribe, Yuma, Arizona
Wyoming Planning Areas – 21 plans	Santa Fe Solid Waste Authority, Santa Fe, NM
City of Boise, Idaho	Tillamook County, Oregon
City / Borough of Juneau, Alaska	Navajo Nation, Arizona
South Utah Solid Waste District, Springville, Utah	Confederated Tribes of Colville, Washington

Transfer / MRF / Transport

Clark County, Washington	Tidewater Barge, Vancouver, Washington
Metro, Portland, Oregon	Chelan County, Washington
King County, Washington	Western Recycling, Boise, Idaho
City of Sandy, Utah	North Pointe Solid Waste District, Orem, Utah
Skagit County, Washington	Snohomish County, Washington

Landfill / Disposal

Ada County, Idaho	City of Richland, Washington
Laramie, Wyoming	City of Walla Walla, Washington
Gustavus, Alaska	Yakima County, Washington
Phoenix Areas Wasteshed Study	San Francisco Bay Area Wasteshed Study

Service Procurement

City of Los Angeles, California	Island Borough of Kodiak, Alaska
City / Borough of Sitka, Alaska	City of Coolidge, Arizona
City of Laramie, Wyoming	City of Lewiston, Idaho
City of Richland, Washington	Silver Bar Landfill, Arizona

4. PRICING PROPOSAL

Please see our Pricing Proposal which we have provided in a separate sealed envelope. Our Pricing Proposal reflects all of the requirements in the Addendum as follows:

Proposals shall include a separate Pricing Proposal, to include the following information:

- A schedule of hourly rates charged for each individual or each labor classification for each employee performing services for the project;
- A reasonable estimate of the hours required from each individual or each labor classification to complete the project by phase;
- A description of each task that the proposer understands as comprising the work for the project, along with a list of each individual or labor classification that will perform each task and their hourly rate; and
- A list of expenses, including travel expenses, that the proposer expects to incur in connection with the project.

AGENDA ITEM REQUEST



Date:

November 20, 2023

Meeting date desired:

December 6, 2023

Subject:

Request to approve a quitclaim deed for Tax Lot 1515 000 00 2300.

Background and policy implications:

Chicago Title Company of Oregon has asked the County to approve a quitclaim deed and instructions regarding a parcel of property owned by the Department of State Lands. Tax Lot 1515 000 00 2300 is a parcel approximately 159-acres in size, zoned Light Industrial, located within the limits of the City of Prineville. We are told that the Department of State Lands is contemplating a sale. If so, it is likely that these two documents appeared on a title report as exceptions to insurance coverage, and the purchaser is interested in removing those exceptions.

Almost exactly a year ago, the County approved a substantially similar quitclaim deed in favor of Millican LLC, in reference to tax lot 1515 000 00 1224 (immediately to the north of Tax Lot 2300.)

The quitclaim deed would acknowledge that the County has no right to purchase the property under a resolution it adopted in 1992, and to acknowledge that this property was not selected for a public safety academy location as referenced in a resolution adopted in 2000. The 1992 resolution refers to the County purchasing the property if an acceptable price could be agreed upon. If any offer was ever made, it was evidently not accepted in the 30 years since. The 2000 resolution was part of an effort to locate a regional public safety training facility – I understand that a facility near the Redmond Airport was ultimately selected instead.

Budget/fiscal impacts:

Other than a modest fee for recording the quitclaim deed, to be paid to the Clerk's Office, there are no positive or negative budget consequences.

Requested by:

Eric Blaine, County Counsel

Eric.blaine@crookcountyor.gov

541-416-3919

Presenters: *Eric Blaine, County Counsel*

Legal review (only if requested): *Legal has reviewed the quitclaim deed and instructions.*

Elected official sponsor (if applicable): *N/A*

RESOLUTION No. 25 of 2000

WHEREAS, the Department of Public Safety Standards and Training (DPPST) has issued a Request for Proposal for siting of a Public Safety Academy; and

WHEREAS, Central Oregon public safety leaders and elected officials have a strong interest in assisting DPSST with a site; and

WHEREAS, representatives of cities and counties in Deschutes, Crook, and Jefferson met and agreed to submit a joint Central Oregon proposal containing more than one proposed site; and

WHEREAS, those representatives agreed to work together as a group in the best interests of Central Oregon and DPSST;

NOW, THEREFORE, BE IT RESOLVED this 6th day of September, 2000, by the Crook County Court of their acknowledgement of support for siting the DPSST Public Safety Academy in Central Oregon and for their support of Central Oregon working together as a group to facilitate DPSST's process.

FURTHER, IT IS RESOLVED that the Crook County Court endorses a site consisting of state-owned land located at T. 15, R. 15, Section 14, E 1/2 W 1/2, as the proposed use is permitted as a conditional use in this Exclusive Farm Use Zone (EFU-3), and the adjacent property owner is supportive of the proposed use.

CROOK COUNTY COURT

Fred W. Rodgers
Judge Fred Rodgers

Mike McCabe
Commissioner Mike McCabe

Jerry Crafton KEY PUNCHED
Commissioner Jerry Crafton

SEP 19 2000



STATE OF OREGON }
COUNTY OF CROOK } SS

157791

I CERTIFY THAT THE WITHIN INSTRUMENT WAS
RECEIVED FOR RECORD ON THE 15th DAY OF
September 2000 AT 4:15 P. M.

AND RECORDED IN CJRNL
RECORDS OF SAID COUNTY (IF NO. 157791)
DEANNA E. BERMAN, CROOK COUNTY CLERK
BY Colleen H. Felger DEPUTY

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

IN THE MATTER OF THE PURCHASE)
OF 636.96 ACRES OF LAND FROM) RESOLUTION NO. 92-22
THE STATE OF OREGON)

WHEREAS, a public hearing was held on September 23, 1993, a specially advertised meeting of the Crook County Court; wherein the purchase of 636.96 acres of land in four parcels from the Division of State Lands of the State of Oregon was discussed; and

WHEREAS, the County desires to purchase this land from the Division of State Lands because this property is adjacent to the County Airport Development Zone and the County Industrial Park as shown in exhibit "A".

WHEREAS, the property's legal description is attached as exhibit "B" and tax lots 1100 and 1000 are zoned for heavy industry and tax lot 2300 is zoned for agricultural use:

and NOW THEREFORE CROOK COUNTY COURT RESOLVES: to offer to buy the parcels described in exhibits "A" and "B" from the Division of State Lands at a sales price that is acceptable to Crook County. Crook County requests that the Division of State Lands obtain, at their expense, an independent appraisal of the property and set a

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RESOLUTION 92-22

PAGE 1

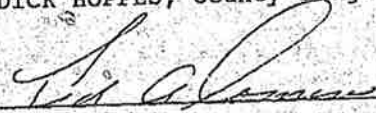
price for these parcels. If this price is acceptable to Crook County, the County resolves to purchase the parcels described above from the Division of State Lands.

DATED this 23 day of September, 1992.

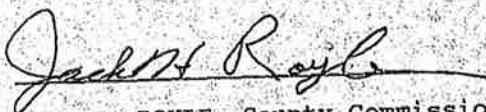
CROOK COUNTY COURT:



DICK HOPPES, County Judge



TED A. COMINI, County Commissioner



JACK H. ROYLE, County Commissioner

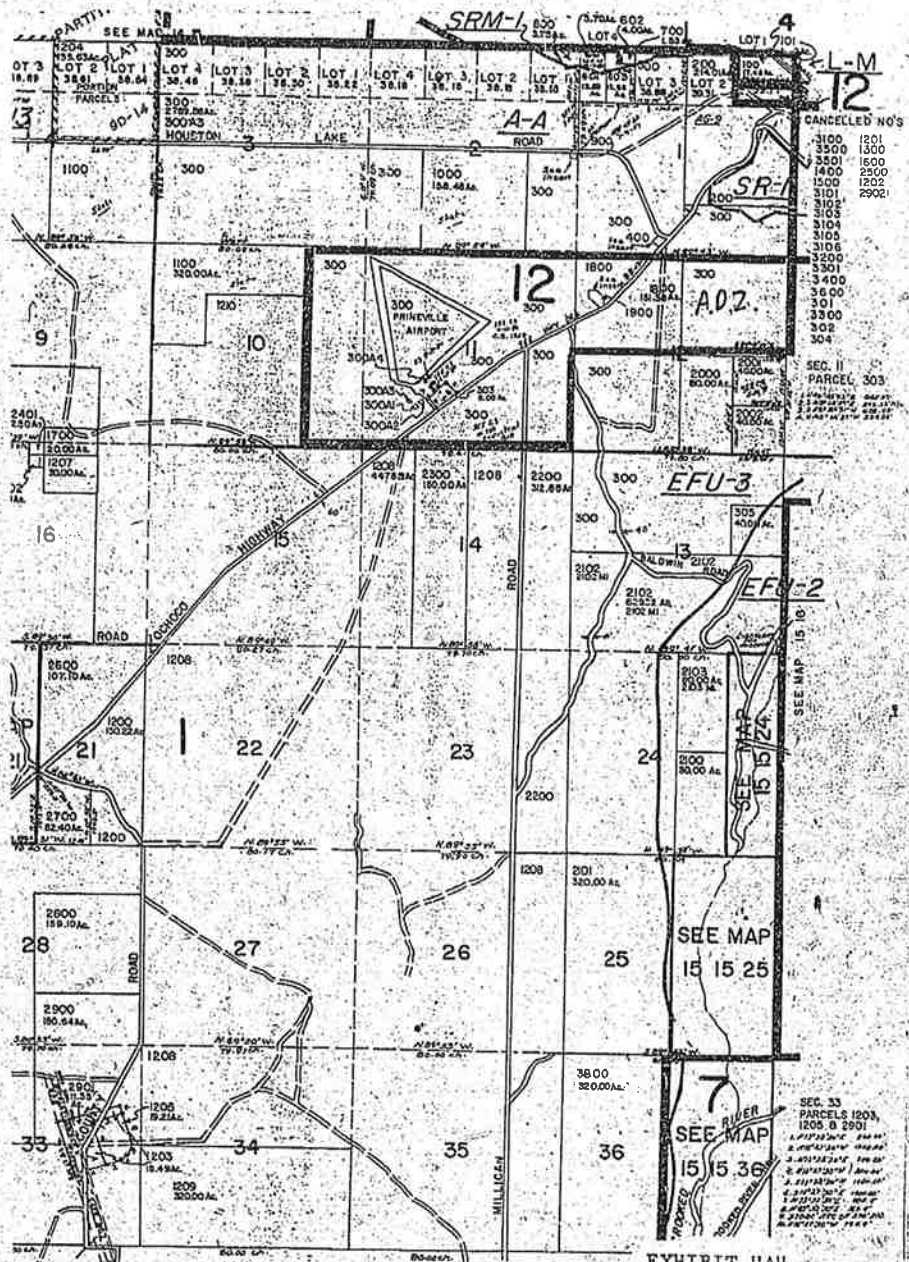


EXHIBIT "B"

1. T. 15, R. 15, Sec. 4, S.E. 1/4, Tax Lot 1100, 160 Acres.
2. T. 15, R. 15, Sec 10, N.W.1/4 N.E.1/4, N.1/2 N.W.1/4 S.W.1/4 N.W.1/4, Tax Lot 1100, 158.48 Acres.
3. T. 15, R. 15, Sec. 14, E.1/2 N.W. 1/4, E.1/2 S.W.1/4, Tax Lot 2300, 160 Acres.
4. T. 15, R. 15, Sec. 2, W.1/2 S.E.1/4, E.1/2 S.W.1/4, Tax Lot 1000, 158.48 Acres.

KEY PUNCHED MICROFILM
SEP 25 1992

STATE OF OREGON }
COUNTY OF CROOK } ss: 105748
I CERTIFY THAT THE WITHIN INSTRUMENT WAS
RECEIVED FOR RECORD ON THE 23RD DAY OF
SEPT. 19 92, AT 3:35 P. M.
AND RECORDED IN MISCELLANEOUS
RECORDS OF SAID COUNTY, MF NO. 105748
DELLA M. HARRISON, CROOK COUNTY CLERK
BY: Christy Adams DEPUTY

RECORDING REQUESTED BY:



1211 SW Fifth Ave., Ste 2130
Portland, OR 97204

AFTER RECORDING RETURN TO:

Oregon Department of State Lands
951 SW Simpson Avenue, Suite 104
Bend, OR 97702

SEND TAX STATEMENTS TO:

NO CHANGE

SPACE ABOVE THIS LINE FOR RECORDER'S USE

STATUTORY QUITCLAIM DEED

Crook County, Grantor, releases and quitclaims to **State of Oregon, acting by and through its Department of State Lands**, Grantee, all right, title and interest in and to the following described real property situated in the County of Crook, State of Oregon, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

THE TRUE CONSIDERATION FOR THIS CONVEYANCE IS TO TERMINATE ANY RIGHTS THAT CROOK COUNTY HAS TO PURCHASE THIS PROPERTY PURSUANT TO RESOLUTION 92.22, RECORDED SEPTEMBER 23, 1992 AS DOCUMENT NO. 105748, AND TO ACKNOWLEDGE THAT THE PROPERTY WAS NOT SELECTED AS A SAFETY ACADEMY AS PROPOSED BY RESOLUTION NO. 25 OF THE YEAR 2000, RECORDED SEPTEMBER 15, 2000, DOCUMENT NO. 157791. (See ORS 93.030).

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, 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.

STATUTORY QUITCLAIM DEED

(continued)

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Dated: _____

Crook County

BY: _____
Seth Crawford, County Judge

BY: _____
Brian Barney, Commissioner

State of Oregon
County of _____

This instrument was acknowledged before me on _____, 2023, by Seth Crawford who is the County Judge for Crook County Court.

Notary Public - State of Oregon

My Commission Expires: _____

State of Oregon
County of _____

This instrument was acknowledged before me on _____, 2023, by Brian Barney who is the Commissioner for Crook County Court.

Notary Public - State of Oregon

My Commission Expires: _____

EXHIBIT "A"
Legal Description

A parcel of land located in the South Half (S1/2) of Section 14, Township 15 South, Range 15 East, Willamette Meridian, Crook County, Oregon, being more particularly described as follows:

Beginning at the South quarter corner of Section 14; thence along the South line of said Section 14 North 89°14'16" West, 1317.79 feet to the North-South centerline of the Southwest Quarter (SW1/4) of Section 14; thence leaving said South line and along said North-South centerline, North 00°13'16" East, 2626.63 feet to the East-West centerline of Section 14; thence leaving said North-South centerline and along said East-West centerline, South 89°44'14" East, 2634.72 feet to the West right of way of George Millican Road; thence leaving said East-West centerline and along said West right of way the following four courses: South 00°42'26" West, 496.26 feet; thence South 00°41'30" West, 1736.60 feet; thence South 00°43'41" West, 373.58 feet; thence South 56°07'41" West, 76.17 feet to the South line of Section 14; thence leaving said West right of way and along said South line, North 89°13'34" West, 1232.19 feet to the point of beginning.



QUITCLAIM DEED INSTRUCTIONS

Leah Ackley, Escrow Officer
Chicago Title Company of Oregon
1211 SW Fifth Ave., Ste 2130
Portland, OR 97204
Phone: (503)973-7400 Fax: (503)248-0324

Date: November 15, 2023
Escrow No.: 472522005007-LA
Property: 158.87 Acres
Prineville, OR 97754

I hand you herewith a QUITCLAIM DEED executed by the undersigned in favor of State of Oregon, acting by and through its Department of State Lands, Grantee, covering the real property located at Tax Account No. 1157, Map/Tax Lot 15150000-02300, Prineville, OR 97754.

This deed is given to create the separate property of the Grantee and you are hereby authorized and instructed to record said deed on the instructions of the Grantee without collection and/or consideration for the account of the undersigned Grantor.

Any and all charges in connection herewith are to be paid by the Grantee.

IT IS UNDERSTOOD BY THE PARTIES SIGNING THE ABOVE INSTRUCTIONS OR THOSE ESCROW INSTRUCTIONS WHICH ARE ATTACHED HERETO THAT SUCH INSTRUCTIONS CONSTITUTE THE WHOLE AGREEMENT BETWEEN THIS FIRM AS AN ESCROW AGENT AND YOU AS A PRINCIPAL TO THE ESCROW TRANSACTION. THESE INSTRUCTIONS MAY NOT INCLUDE ALL OF THE TERMS OF THE AGREEMENT WHICH IS THE SUBJECT OF THIS ESCROW. READ THESE INSTRUCTIONS CAREFULLY, AND DO NOT SIGN THEM UNLESS THEY ARE ACCEPTABLE TO YOU.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Crook County Court

BY: Seth Crawford, County Judge

Date

BY: Brian Barney, County Commissioner

Date

Chicago Title Company of Oregon

By: Leah Ackley, Escrow Officer

Date

AGENDA ITEM REQUEST



Date:

November 22, 2023

Meeting date desired:

December 6, 2023

Subject:

Recommendation of award for Road Department Rickman Pit rock crushing contract

Background and policy implications:

The County published a request for proposals to crush 30,000 tons of three-quarters-inch-minus rock at the Rickman Pit. Three bids were received; the lowest two bids were tied at \$8.30 per ton. Those two firms, Taylor Northwest and 4R Equipment, were both Responsible Bidders as that term is used in Oregon public contracting law, and both are Resident Oregon bidders. The County Code, section 3.12.270, the process to resolve tied bids where all things are equal is to draw lots.

On November 17, the County received a communication from Taylor indicating that they were comfortable with allowing 4R Equipment to be awarded the contract. I have sent a response to all three bidders, inviting them to consider Taylor's proposed withdrawal and to invite them to provide any comments or concerns by 5pm on Tuesday, December 5. If any such concerns are raised, I will present them to the County Court at the December 6 meeting.

There is no explicit authority in the County Code to allow one firm to allow a competing firm to automatically win a tiebreaker. If, however, none of the bidding firms voice an objection, I do not believe that such an act would violate Oregon public procurement laws.

Whichever firm the County selects, the next steps would be these:

- 1. The County would make a motion to award the contract for the Rickman Pit rock crushing project to that firm, and to authorize signing the contract (the terms of which were included in the RFP) outside of court.*
- 2. County staff would send a Notice of Intent To Award to all three bidders, creating a 7-day statutory window if they wish to protest or take action.*
- 3. During that 7-day period, the recommended firm can sign the contract and provide the necessary bonds for the project. If no protests are received within that timeframe, the contract can then be circulated for the County's signatures.*

Budget/fiscal impacts:

Three bids were received: \$249,000.00; \$249,000.00; and \$259,500.00.

Requested by:

Eric Blaine, County Counsel

Eric.Blaine@crookcountyor.gov

541-416-3919

Presenters:

Eric Blaine; James Staniford

Legal review (only if requested): Yes

Elected official sponsor (if applicable): N/A

BID SCHEDULE

Project Title Rickman Rock Crush
Contract No.2024-01

ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE (In Figures)	TOTAL PRICE (In Figures)
1.	¾ -) Rock	Tons	30,000	\$ 8.30	\$ 249,000.00

TOTAL AMOUNT OF BID \$ 249,000.00

In case of discrepancy between unit prices and totals, the unit price will prevail.

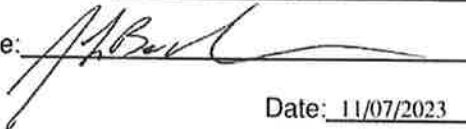
Crook County reserves the right to cancel award of the contract at any time before execution of the contract by both parties if cancellation is deemed to be in Crook County's best interest. In no event shall Crook County have any liability for the cancellation of the award. The bidder assumes the sole risk and responsibility for all expenses connected with the preparation of its bid.

State/Local Law: This project is subject to all applicable standard public contracting provisions of ORS 279A, B, and C, and all of the attached bid documents, provisions and specifications, and to all State and Local laws and regulations, including but not limited to land use laws and regulations. Together with the contract, they shall constitute the contract package.

*** Length and width of stockpile will be staked by Crook County Road Department ***

Name of Company Taylor Northwest, LLC Telephone: 541-382-7887

Business Address 18500 Bull Springs Road, Bend, OR 97703

Signature:  Print Name Justin L. Barden

Date: 11/07/2023

Crook County reserves the right to cancel award of the contract at any time before execution of the contract by both parties if cancellation is deemed to be in Crook County's best interest. In no event shall Crook County have any liability for the cancellation of the award. The bidder assumes the sole risk and responsibility for all expenses connected with the preparation of its bid.

State/Local Law: This project is subject to all applicable standard public contracting provisions of ORS 279A, B, and C and all of the attached bid documents, provisions and specifications, and to all State and Local laws and regulations, including but not limited to land use laws and regulations. Together with the contract, they shall constitute the contract package.

BID SCHEDULE

Project Title Rickman Rock Crush
Contract No.2024-01

ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE (In Figures)	TOTAL PRICE (In Figures)
1.	¾ -) Rock	Tons	30,000	\$ <u>8.30</u>	\$ <u>249,000.00</u>

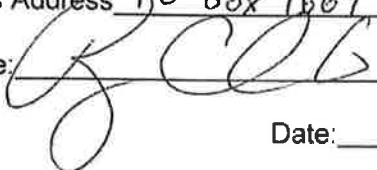
TOTAL AMOUNT OF BID \$ 249,000.00

In case of discrepancy between unit prices and totals, the unit price will prevail.

Crook County reserves the right to cancel award of the contract at any time before execution of the contract by both parties if cancellation is deemed to be in Crook County's best interest. In no event shall Crook County have any liability for the cancellation of the award. The bidder assumes the sole risk and responsibility for all expenses connected with the preparation of its bid.

State/Local Law: This project is subject to all applicable standard public contracting provisions of ORS 279A, B, and C, and all of the attached bid documents, provisions and specifications, and to all State and Local laws and regulations, including but not limited to land use laws and regulations. Together with the contract, they shall constitute the contract package.

*** Length and width of stockpile will be staked by Crook County Road Department ***

Name of Company 4-R Equipment, LLC Telephone: 541-382-8182
Business Address PO Box 1669 Redmond, OR 97756
Signature:  Print Name Ryan Clark
Date: 11-7-23

Crook County reserves the right to cancel award of the contract at any time before execution of the contract by both parties if cancellation is deemed to be in Crook County's best interest. In no event shall Crook County have any liability for the cancellation of the award. The bidder assumes the sole risk and responsibility for all expenses connected with the preparation of its bid.

State/Local Law: This project is subject to all applicable standard public contracting provisions of ORS 279A, B, and C and all of the attached bid documents, provisions and specifications, and to all State and Local laws and regulations, including but not limited to land use laws and regulations. Together with the contract, they shall constitute the contract package.

BID SCHEDULE

Project Title Rickman Rock Crush
Contract No.2024-01

ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE (In Figures)	TOTAL PRICE (In Figures)
1.	¾ -) Rock	Tons	30,000	\$ <u>8.65</u>	\$ <u>259,500.00</u>

TOTAL AMOUNT OF BID \$259,500.00

In case of discrepancy between unit prices and totals, the unit price will prevail.

Crook County reserves the right to cancel award of the contract at any time before execution of the contract by both parties if cancellation is deemed to be in Crook County's best interest. In no event shall Crook County have any liability for the cancellation of the award. The bidder assumes the sole risk and responsibility for all expenses connected with the preparation of its bid.

State/Local Law: This project is subject to all applicable standard public contracting provisions of ORS 279A, B, and C, and all of the attached bid documents, provisions and specifications, and to all State and Local laws and regulations, including but not limited to land use laws and regulations. Together with the contract, they shall constitute the contract package.

*** Length and width of stockpile will be staked by Crook County Road Department ***

Name of Company SEGMOND EXCAVATION + CONSTRUCTION Telephone: 503-769-6280
 Business Address 100 SW SUBLIMITY BLVD SUBLIMITY, OR 97385
 Signature: [Signature] Print Name GIBSON KUENZ
 Date: 11/3/2023

Crook County reserves the right to cancel award of the contract at any time before execution of the contract by both parties if cancellation is deemed to be in Crook County's best interest. In no event shall Crook County have any liability for the cancellation of the award. The bidder assumes the sole risk and responsibility for all expenses connected with the preparation of its bid.

State/Local Law: This project is subject to all applicable standard public contracting provisions of ORS 279A, B, and C and all of the attached bid documents, provisions and specifications, and to all State and Local laws and regulations, including but not limited to land use laws and regulations. Together with the contract, they shall constitute the contract package.

CONSTRUCTION CONTRACT

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

1. **CONTRACTOR** agrees and covenants to perform and complete the work herein described and provided for and furnish all machinery and necessary tools, apparatus, equipment, supplies, materials, and labor, and do all things in accordance with the applicable specifications and any such alterations or modifications of this contract as may be made by **CROOK COUNTY**, and according to such directions as may from time to time be made or given by Project Manager/County Road Superintendent, under authority and within the meaning and purpose of this contract. The previously mentioned contract documents and bid specifications, any addenda, and the Bid Schedule of contract prices in the **CONTRACTOR**'s bid proposal are attached hereto and hereby incorporated by reference as if the same were fully set out in writing and inserted herein, at a total cost to **CROOK COUNTY** of **DOLLARS AND */100 (\$*)**, complete with all material, labor, and equipment as may be necessary for the faithful and professional performance of this contract as may be required by **CROOK COUNTY** in accordance with plans and specifications therefore, hereby designated "plans and specifications" all of which are attached hereto and hereby incorporated herein. All of said plans and specifications, together with this contract and its attachments, constitute the contract documents, including but not limited to **Attachment A** pertaining to Workers Compensation Coverage and **Attachment B** pertaining to Insurance Coverage.

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

3. **CONTRACTOR** agrees to complete full performance in accordance with all plans and specifications by **June 15, 2023**.

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

5. **CONTRACTOR** agrees that **CROOK COUNTY** shall not be responsible or liable to pay any sum of money over the contract total of ***/100 DOLLARS (\$*)**, except that **CROOK COUNTY** agrees to pay **CONTRACTOR** based on actual quantities of work performed and other basis of payment specified, taking into account any amounts that may be deductible under this contract, provided that the work performed is in accordance with the contract, is satisfactorily performed at the direction of the Project Manager, and is covered, if necessary for **CROOK COUNTY** budget purposes, by a contract amendment. Notwithstanding any term contained herein to the contrary, **CROOK COUNTY** shall not be liable or responsible for any payment for additional work or cost unless **CROOK COUNTY** specifically assumes in writing such responsibility and liability on and by itself.

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

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

Page 200

8. The performance of this contract is at **CONTRACTOR'S** sole risk. The service or services to be rendered under this contract are those of an independent contractor who is not an officer, employee, or agent

of the County as those terms are used in ORS 30.265. **CONTRACTOR** is solely liable for any workers' compensation coverage, social security, unemployment insurance or retirement payments, and federal or state taxes due as a result of payments under this contract. Any subcontractor hired by **CONTRACTOR** shall be similarly responsible.

9. **CONTRACTOR** agrees to indemnify, defend, and hold **CROOK COUNTY**, its Commissioners, agents, officers, and employees harmless and defend all damages, losses, and expenses, included but not limited to attorney's fees, and to defend all claims, proceedings, lawsuits, and judgments arising out of or resulting from the fault of the **CONTRACTOR**, the **CONTRACTOR'S** agents, representatives, or subcontractors in the performance of or failure to perform this contract. However, **CONTRACTOR** shall not be required to indemnify any indemnitee to the extent the damage, loss, or expense is caused by the indemnitee's negligence.

10. By execution of this contract, **CONTRACTOR** certifies under penalty of perjury that to the best of **CONTRACTOR'S** knowledge, **CONTRACTOR** is not in violation of any tax laws described in ORS 305.380(4), and **CONTRACTOR** has not discriminated against minority, women, or small business enterprises in obtaining any required subcontract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

24. **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.

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

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

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

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

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

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

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

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

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

34. **CONTRACTOR** certifies that he/she has all necessary licenses, permits, or certificates of registration (including Construction Contractors Board registration or Landscape Contractors Board license, if applicable), necessary to perform the contract and further certifies that all subcontractors shall likewise have all necessary licenses, permits, or certificates before performing any work. The failure of **CONTRACTOR** to have

or maintain such licenses, permits, or certificates is grounds for rejection of a bid or immediate termination of the contract.

35. **CONTRACTOR** certifies that **CONTRACTOR** is “responsible” as that term is defined in ORS 279C.375 and that **CONTRACTOR**:

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

36. **CONTRACTOR** represents and warrants that **CONTRACTOR** has complied with the tax laws of this State or a political subdivision of this State, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318. **CONTRACTOR** covenants to continue to comply with the tax laws of this State or a political subdivision of this State during the term of the public contract, and provide that **CONTRACTOR’S** failure to comply with the tax laws of this State or a political subdivision of this State before the **CONTRACTOR** executed the public contract or during the term of the public contract is a default for which **CROOK COUNTY** may terminate the public contract and seek damages and other relief available under the terms of the public contract or under applicable law. It is a material condition of this contract that **CONTRACTOR** remain certified as a disadvantaged, minority, women, or emerging small business enterprise under ORS 200.055 or businesses that service-disabled veteran owns for the entire term of the public contract, whenever **CROOK COUNTY** awards the public contract, in whole or in part, on the basis of the **CONTRACTOR’S** certification.

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

37. Unless otherwise provided, data which originates from this contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by **CROOK COUNTY**. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, Page 204

register and the ability to transfer these rights. Data which is delivered under the contract, but which does not originate therefrom shall be transferred to **CROOK COUNTY** with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; provided that such license shall be limited to the extent which the **CONTRACTOR** has a right to grant such license. **CONTRACTOR** shall exert all reasonable effort to advise **CROOK COUNTY**, at the time of delivery of data furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this contract. **CROOK COUNTY** shall receive prompt written notice of each notice or claim of copyright infringement received by **CONTRACTOR** with respect to any data delivered under this contract. **CROOK COUNTY** shall have the right to modify or remove any restrictive markings placed upon the data by **CONTRACTOR**.

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

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

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

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

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

The remainder of this page left blank intentionally

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

IN WITNESS WHEREOF, the parties have executed this contract on the below said date.

CONTRACTOR

Business

Name: [SAMPLE – DO NOT SIGN]

By: _____
Signature

Print Name

Its: _____

Date _____

Contractor's CCB # _____

Telephone Number

Address

City State Zip

CROOK COUNTY COURT

[SAMPLE – DO NOT SIGN]
Seth Crawford, County Judge

Date _____

[SAMPLE – DO NOT SIGN]
Jerry Brummer, County Commissioner

Date _____

[SAMPLE – DO NOT SIGN]
Brian Barney, County Commissioner

Date _____

PERFORMANCE BOND
Crook County Rickman Rock Crushing
Project
Contract No.: 2024-01

Attachment A

KNOW ALL MEN BY THESE PRESENTS: That we _____, as principal, and _____, a corporation organized and existing under and by virtue of the laws of the State of _____ and duly authorized to transact surety business in the State of Oregon, as surety, are jointly and severally held and bound unto Crook County, in the sum of _____ (\$_____) for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators and assigns or successors and assigns, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH

That, whereas the principal has made and entered into a certain contract, a copy of which is attached hereto, with Crook County, Oregon, which contract, together with the applicable plans, Standard Specifications, Special Provisions, and schedule of contract prices, is by this reference made a part, whereby the principal agrees to perform in accordance with the certain terms, conditions, requirements, plans and specifications which are set out in the contract and all authorized modifications of the contract which increase the amount of the work and the amount of the contract. Notice to surety of any of the immediately foregoing are waived.

NOW, THEREFORE, if the principal shall faithfully and truly observe and comply with the terms, conditions and provisions of the contract, in all respects, and shall well and truly and fully do and perform all matters and things by it undertaken to be performed under the contract, upon the terms set forth and within the time prescribed therein, or as extended as provided in the contract, and agrees to indemnify, defend and hold Crook County, its Commissioners, agents, officers and employees harmless and defend all damages, losses and expenses including but not limited to attorney's fees and to defend all claims, proceedings, lawsuits and judgments arising out of or resulting from the fault of the principal, the principal's agents, representatives or subcontractors, in the performance of or failure to perform this contract. However, principal shall not be required to indemnify any indemnitee to the extent the damage, loss or expense is caused by the indemnitee's sole negligence and shall in all respects perform said contract according to law, then this obligation is to be void, otherwise to remain in full force and effect. Nonpayment of the bond premium will not invalidate this bond nor shall Crook County be obligated for the payment thereof.

This Bond is given and received under the authority of ORS Chapter 279C.380, the provisions of which relating to performance bonds are incorporated into this Bond by this reference.

Witness our hands this _____ day of _____, 20____.

PRINCIPAL: _____
Principal's Name (Print or Type)

SURETY: _____

By: _____
Authorized Official's Signature (Print or Type)

ATTORNEY IN FACT [POA must be attached to this bond]

Official Capacity (Print or Type)

Agent
Attach additional signature page for Surety if using multiple bonds

PRINCIPAL: _____
Principal's Name (Print or Type)

By: _____
Authorized Official's Signature (Print or Type)

Surety's Seal Must Be Affixed

Official Capacity (Print or Type)

PAYMENT BOND
Crook County Rickman Rock Crushing
Project Contract No.: 2024-01

Attachment B

KNOW ALL MEN BY THESE PRESENTS: That we _____, as principal, and _____, a corporation organized and existing under and by virtue of the laws of the State of _____ and duly authorized to transact surety business in the State of Oregon, as surety, are jointly and severally held and bound unto Crook County, in the sum of _____ (\$ _____) for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators and assigns or successors and assigns, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH

That, whereas the principal has made and entered into a certain contract, a copy of which is attached hereto, with Crook County, Oregon, which contract, together with the applicable plans, Standard Specifications, Special Provisions, and schedule of contract prices, is by this reference made a part, whereby the principal agrees to perform in accordance with the certain terms, conditions, requirements, plans and specifications which are set out in the contract and all authorized modifications of the contract which increase the amount of the work and the amount of the contract. Notice to surety of any of the immediately foregoing is waived.

NOW, THEREFORE, if the principal shall make payment promptly, as due to all subcontractors and to all persons supplying to the contractor or its subcontractors, equipment, supplies, labor or materials for the prosecution of the work, or any part thereof, provided for in said contract, and if applicable, shall pay not less than the State of Oregon Bureau of Labor and Industries prevailing wage rates in effect as of the date of the bid, per hour, day and week for and to each and every worker who may be employed in and about the performance of the contract and shall pay all contribution amounts due for workers' compensation and all amounts due the State Unemployment Compensation Trust Fund from such contractor or subcontractors incurred in the performance of said contract, and pay all sums of money withheld from the contractor's employees and payable to the State Department of Revenue, and shall pay all other just debts, dues and demands incurred in the performance of the said contract and shall pay Crook County such damages as may accrue to Crook County under the contract, then this obligation is void, otherwise to remain in full force and effect, provided that surety will remain liable to satisfy the claim of any worker affected by the failure of the principal or any subcontractor under the contract to pay the minimum rate of wage in accordance with the contract in the amount of the unpaid minimum wages and an additional amount equal thereto as liquidated damages.

Nonpayment of the bond premium will not invalidate this Bond nor shall Crook County be obligated for the payment thereof.

This Bond is given and received under the authority of ORS Chapter 279C.380, the provisions of which relating to performance bonds are incorporated into this Bond by this reference.

Witness our hands this _____ day of _____, 20____.

PRINCIPAL: _____
Principal's Name (Print or Type)

SURETY: _____

By: _____
Authorized Official's Signature (Print or Type)

Official Capacity (Print or Type)

ATTORNEY IN FACT [POA must be attached to this bond]

PRINCIPAL: _____
Principal's Name (Print or Type)

Agent
Attach additional signature page for Surety if using multiple bonds

By: _____
Authorized Official's Signature (Print or Type)

Official Capacity (Print or Type)

Surety's Seal Must Be Affixed

Workers' Compensation Insurance Certification

All subject employers working under this contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. The **CONTRACTOR** for the purposes of this contract hereby certifies that it is currently providing workers' compensation coverage for all its employees and will maintain coverage throughout the course of the project through one of the following methods:

Employers Complying with ORS 656.017

- 1. "Carrier-insured employer" (State Accident Insurance Fund Corp. or other authorized insurer).

Insurance Company Name: _____

ID/Policy No.: _____

- 2. "Self-insured employer" (certified by the Workers' Compensation Division).

ID number as assigned by the Workers' Compensation Division _____

- 3. I am an independent contractor and will perform all work under this contract without the assistance of others.

Employers Exempt under ORS 656.126

- 1. Workers' Compensation Coverage, State of Origin: _____

In the event of cancellation or change of the information above, **CONTRACTOR** certifies that it will immediately notify the Department of said cancellation or change and will obtain alternate coverage.

Contractor Business

Name: _____

Date _____

By: _____

Signature

Print Name

Its: _____

REMINDER – ADDITIONAL INFORMATION NEEDED

Has your insurance carrier filed a guaranty contract with Oregon Workers' Compensation Division as proof of coverage for your employees working in Oregon?

Insurance Coverage Required

Attachment D

CONTRACTOR shall not commence any work until **CONTRACTOR** obtains, at **CONTRACTOR'S** own expense, all required insurance as specified below. Approval of **CROOK COUNTY** is required as to limits, form, and amount. **CONTRACTOR** is required to obtain or maintain the following for the full period of the contract:

COMMERCIAL GENERAL LIABILITY insurance covering personal injury, bodily injury, and property damage with limits as specified below. The insurance shall include:

COVERAGES

LIMITS

- | | |
|--|--|
| <input type="checkbox"/> Explosion & Collapse | <input type="checkbox"/> \$1 million per occurrence |
| <input type="checkbox"/> Underground Hazard | <input checked="" type="checkbox"/> Limits of the Oregon Tort Claims Act (ORS 30.260-30.300) presently at \$1,660,400 per occurrence |
| <input type="checkbox"/> Products/Completed Operations | <input checked="" type="checkbox"/> Other – Tort limits adjusted per ORS 30.372(4) beginning in 2015 |
| <input type="checkbox"/> Contractual Liability | |
| <input type="checkbox"/> Broad Form Property Damage | |
| <input type="checkbox"/> Owners & Contractors Protective | |

FORM: All policies must be of the occurrence form with combined single limit for bodily injury and property damage. Any deviation from this must be reviewed by the Crook County Counsel. All claims-made forms must have the prior approval of the Crook County Counsel. Submit a complete copy of claims-made policies and endorsements with the certificate of insurance.

AUTOMOBILE LIABILITY insurance comprehensive form with limits as specified below. The coverage shall include owned, hired, and non-owned automobiles.

LIMITS

- \$1 million per occurrence
- Other – Tort limits adjusted per ORS 30.372(4) beginning in 2015
- Not less than the limits of the Oregon Tort Claims Act (ORS 30.260-30.300) presently at \$1,333,300 per occurrence

PROFESSIONAL LIABILITY insurance with limits not less than \$_____.

ADDITIONAL INSURED CLAUSE: The liability insurance coverages required for the performance of this contract shall be endorsed to name Crook County, its commissioners, officers, agents, and employees as additional insured with respect to the activities performed under this contract.

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY as statutorily required for persons performing work under this contract. Any subcontractor hired by **CONTRACTOR** shall also carry Worker's Compensation and Employers' Liability coverage.

EMPLOYERS LIABILITY insurance with limits of \$500,000.

BUILDER'S RISK insurance special form. Limits to be the value of the contract or \$_____.

FIDELITY BOND covering the activities of any person, named or unnamed, responsible for collection and expenditures of funds. Limit \$_____ per employee.

In the event of cancellation or change of the information above, **CONTRACTOR** certifies that it will immediately notify the Department of said cancellation or change and will obtain alternate coverage.

Contractor Business

Name: _____

Date _____

By: [do not sign]
Signature

Print Name

Its: _____

SAMPLE



Agenda Item Request

Date:

November 28, 2023

Meeting date desired:

December 6, 2023

Subject:

Appointment of Executive Director to oversee the Bowman Museum

Background and policy implications:

Sean Briscoe was appointed as Interim Executive Director in June 2023, on a part-time basis sharing time with the Library. After working several months with the Historical Society Board evaluating the operation and working with the board and staff, including recruiting a new collections manager, Mr. Briscoe expressed an interest in the position on a full-time basis. After several internal discussions, the Historical Society Board voted unanimously at their November 16, 2023, board meeting to recommend Mr. Briscoe appointment to the position.

This position reports to the County Court and the County Court makes the appointment.

Budget/fiscal impacts:

There was a \$40,000 funding gap for the Museum in their adopted FY 2024 budget. That gap has been recovered through the savings resulting from the part-time role during the past five months. Therefore, filling this position on a full-time basis is within the current adopted funding plan for the Bowman Museum.

If approved, we suggest making the appointment effective December 1, 2023.

Requested by:

Andy Parks, Contract County Administrator

Presenters:

Andy Parks

Attachment

None

AGENDA ITEM REQUEST



Date:

November 27, 2023

Meeting date desired:

December 6, 2023

Subject:

Public Hearing: Ordinance 342

Background and policy implications:

The Ordinance incorporates the newly implemented Airport policies into our County Code.

Budget/fiscal impacts:

N/A

Requested by:

*John Eisler, Asst. County Counsel
John.eisler@crookcountyor.gov
541-416-3919*

Presenters:

Kelly Coffelt/John Eisler

Legal review (only if requested):

Legal drafted.

Elected official sponsor (if applicable):

N/A

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

AN ORDINANCE AMENDING TITLE 8)
OF THE CROOK COUNTY CODE,)
ADOPTING A NEW CHAPTER TO) ORDINANCE 342
REGULATE THE AIRPORT AND)
DECLARING AN EMERGENCY)

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

WHEREAS, Crook County is the Sponsor of various Federal Aviation Administration (FAA) Airport Improvement Program grants for the Airport; and

WHEREAS, one of the requirements of the FAA grants is that the Airport shall be operated at all times in a safe and serviceable condition, and that the Sponsor will not cause or permit any activity thereon which would interfere with its use for airport purposes; and

WHEREAS, according to the FAA, airports should have adequate rules covering vehicular traffic, sanitation, security, crowd control, access to certain areas, and fire protection, as well as services such as fueling aircraft, and storing hazardous materials in an effort to eliminate hazards to aircraft and people and structures on the ground; and

WHEREAS, Crook County is responsible for the health and general welfare of its people; and

WHEREAS; safe and secure operations at the Airport are to the benefit of Airport operators, tenants, users, and the general public.

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

SECTION ONE: The above Recitals are adopted as the County Court’s FINDINGS OF FACT.

SECTION TWO: A new chapter is added to the Crook County Code to read as follows:

**Chapter 8.01
Airport**

Sections:

- 8.01.010 Regulations**
- 8.01.015 Violation**

8.01.010 Regulations

Any person or entity using the Crook County/Prineville Airport and its facilities shall do so in compliance with all County Airport Regulations. For the purpose of this chapter, Airport Regulations include any lawful orders of the Crook County Court to implement a duly adopted regulation.

8.01.015 Violation

A violation of this chapter is a civil infraction punishable by a maximum fine of not more than \$500.00 per day. Any person or entity violating this section may be removed from the property as a trespasser.

SECTION THREE: Crook County Code Chapter 16.12 Airport Chemical Spills is hereby repealed in its entirety.

SECTION FOUR: If any court of competent authority invalidates a portion of this Ordinance 342, the remaining portions will continue in full force and effect.

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

First Reading: _____, 2023.

Second Reading: _____, 2023.

DATED this 6th day of December, 2023.

CROOK COUNTY COURT

Judge Seth Crawford

Commissioner Jerry Brummer

Commissioner Brian Barney



Agenda Item Request

Date:

November 9, 2023

Meeting date desired:

November 29, 2023 – Work Session & December 6, 2023 – Court Session

Subject:

Secure Rural Schools (Title III) Spending Approval Request

Background and policy implications:

Expend up to \$65,000 in Title III funds for the purpose of updating the Crook County Community Wildfire Protection Plan. An up-to-date CWPP is critical to being eligible and ready to take advantage of promising mitigation projects and funding opportunities to reduce community risk to wildfire. The CWPP rewrite process provides the opportunity for communities to assess risk to wildfire and identify local priorities and actions. It therefore helps to reduce the risk of property loss and/or human health impacts from severe wildfire by focusing attention on priority communities. It may also help improve the ecological health of federally managed lands in Crook County for the benefit of all U.S. citizens. By working with various stakeholders in the community and establishing relationships, we are improving community relations and trust with the public in general. This project will also support the development of a mosaic of defensible space within Crook County so fire fighters can more safely take a stand to protect homes and make the homes themselves more resistant to the risk of ignition.

Budget/fiscal impacts:

This request covers the entirety of the expected costs related to updating the Community Wildfire Protection Plan with no additional outlay from the County.

Requested by:

Christina Haron, CPA Crook County Finance Director christina.haron@crookcountyor.gov

Presenters:

*Andy Pearson, Crook County Sheriff's Office
Christina Haron, Crook County Finance Director*

Legal review (only if requested):

NA

Elected official sponsor (if applicable):

NA

Name of Project: Crook County CWPP

Project Location: Crook County, Oregon (county-wide)

Project Coordinators: Shelby Knight, Resilience Planner, Central Oregon Intergovernmental Council
& Andy Pearson, Emergency Manager, Crook County Sheriff's Office

Contact Information: sknight@coic.org 541-279-3898

Project Description: COIC will coordinate the 10-Year Crook County CWPP Rewrite in 2024 and will support annual updates through 2028. An up to date CWPP is critical to being eligible and ready to take advantage of promising mitigation projects and funding opportunities to reduce community risk to wildfire. The CWPP rewrite process provides the opportunity for communities to assess risk to wildfire and identify local priorities and actions. It therefore helps to reduce the risk of property loss and/or human health impacts from severe wildfire by focusing attention on priority communities. It may also help improve the ecological health of federally managed lands in Crook County for the benefit of all U.S. citizens. By working with various stakeholders in the community and establishing relationships, we are improving community relations and trust with the public in general. This project will also support the development of a mosaic of defensible space within Crook County so fire fighters can more safely take a stand to protect homes and make the homes themselves more resistant to the risk of ignition.

Scope of Work:

1. Perform the 10-Year Update to the Crook County Community Wildfire Protection Plan (2024)

- a. Re-convene and coordinate at least 6 meetings of the CWPP Steering Committee;
- b. Work with Crook County and state and federal agencies to update the GIS layers and produce new base maps;
- c. Revise the community risk assessment utilizing new State of Oregon risk maps;
- d. Develop metrics to ensure target priority goals are being met;
- e. Update the community priorities and recommendations;
- f. Update and track progress on action plan since 2014;
- g. Present the draft plan to affected communities in Crook County and collect feedback; and
- h. Finalize the CWPP.

2. Coordinate Annual Updates for the Crook County Community Wildfire Protection Plan (2025-2028)

- a. Re-convene and coordinate at least one steering team meeting per year to review and revise the risk assessment, priority goals and recommendations, and the action plan.

Project Partners:

The Crook County CWPP will be steered by the following partner agencies:

- Crook County emergency management (Sheriff's Office);
- Crook County Community Development;
- Crook County GIS;

- Crook County Fire & Rescue;
- Rural Fire Protection Associations;
- Oregon Department of Forestry;
- US Forest Service;
- Bureau of Land Management.

The CWPP will also engage the community of Prineville and rural residential areas in the identification of risks and priority implementation projects.

Project Duration:

2024 Rewrite: January 2024 – December 2024

Annual Updates: Spring or Fall of 2025, 2026, 2027, and 2028

Project Budget:

Contracting			
Description	hours	Hourly rate	Total
Resilience Planner	180	\$ 100.00	\$ 18,000.00
Project Manager	320	\$ 80.00	\$ 25,600.00
Program Assistant	300	\$ 70.00	\$ 21,000.00
<i>Subtotal</i>			\$ 64,600.00
Materials and Supplies			
Description	Cost per unit	Units	Total
Printing final CWPP	\$ 20.00	100	\$ 2,000.00
Meeting materials/snacks	\$ 20.00	9	\$ 180.00
<i>Subtotal</i>			\$ 2,180.00
Travel			
Description	Cost per unit	Unit (miles)	Total
Mileage reimbursement	\$ 0.625	500	\$ 312.50
<i>Subtotal</i>			\$ 312.50
Admin			
Description	Fee Percentage	Total Project Cost	Total Fee
Admin Costs	0.1	\$ 67,092.50	\$ 6,709.25
PROJECT TOTAL			\$ 73,801.75
COIC Contribution			\$ 11,211.00
TOTAL CC TITLE III			\$ 62,590.75

**PUBLIC NOTICE
NOTICE OF PUBLIC COMMENT PERIOD**

Crook County hereby gives notice that it intends to expend funds in accordance with Title III of P.L. 106-393, Secure Rural Schools and Self Determination Act, as required under Section 302 (a)(5) of the same reauthorized in 2014.

The county intends to expend up to \$65,000 in federal funds for the purpose of updating the Crook County Community Wildfire Protection Plan. An up-to-date CWPP is critical to being eligible and ready to take advantage of promising mitigation projects and funding opportunities to reduce community risk to wildfire. The CWPP rewrite process provides the opportunity for communities to assess risk to wildfire and identify local priorities and actions. It therefore helps to reduce the risk of property loss and/or human health impacts from severe wildfire by focusing attention on priority communities. It may also help improve the ecological health of federally managed lands in Crook County for the benefit of all U.S. citizens. By working with various stakeholders in the community and establishing relationships, we are improving community relations and trust with the public in general. This project will also support the development of a mosaic of defensible space within Crook County so fire fighters can more safely take a stand to protect homes and make the homes themselves more resistant to the risk of ignition.

Public comments regarding this project are requested and may be submitted in writing to County Judge Seth Crawford, 300 NE Third St., Prineville, OR 97754 by Friday, January 26, 2024, at 5pm Pacific Time.



Agenda Item Request

Date:

November 28, 2023

Meeting date desired:

December 6, 2023

Subject:

Department Presentations – Quarter 1 Fiscal Year 2024

Background and policy implications:

The FY 2024 budget included a goal to add the administrator position and with that the transition of the County Court to a policy role. A component of the Administrator role is to ensure regular reporting of departmental activities to the Court. The initial effort was the implementation of a quarterly financial report that includes board level reporting of the financial operations of the County, which includes highlights of departmental operations.

The upcoming phase involves department heads presenting their activities to the Court. The reports will evolve, improving the Court's grasp of County operations, departmental challenges, and potential solutions.

Budget/fiscal impacts:

None.

Requested by:

Andy Parks, Contract County Administrator

Presenters:

Department directors, managers or supervisors

Attachment

Presentations



First Quarter Report

Period Ending September 30, 2023



Crook County Page 22
Oregon

September 30, 2023

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

We are pleased to report on activities and progress we have made on County goals on behalf of Crook County for the first quarter ended September 30, 2023. The report includes comparisons of actual to budgeted amounts, a County-wide summary of beginning fund balance, current period resources and expenditures, and the ending fund balance for all funds. The financial information presented is unaudited and any significant adjustments are noted. Additionally, we include a debt summary and a schedule of key metrics for the County's debt which can be found on the last page.

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

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

Operations

- Clerk's Office
 - Began a large indexing project during the quarter to account for all filed documents from 1970 to present.
- District Attorney's Office
 - Participated in "A Bite of Reality" at Crook County High School, during which volunteers acted as merchants and helped high school students learn budget and spending lessons
- Facilities
 - Hired a new Facilities Technician to fill the vacancy and promoted a current technician to Lead Technician
- Fairgrounds
 - Successfully hosted the Crooked River Roundup Rodeo Horse Races and the Crook County Fair including a concert with Neal McCoy to sellout crowds and rave reviews
- Finance
 - Began the year-end closing and audit processes
- Human Resources
 - Completed work on the updated Employee Handbook



- Information Technology
 - Continued implementation of the IT Strategic Roadmap and began the recruitment of a Chief Information Officer
- Justice Center
 - During the quarter, internal framing was completed, then exterior walls and some windows began going up
- Library
 - Received grants from the Ford Family Foundation and Roundhouse Foundation to be used for strategic planning
- Road Department
 - Completed the chip seal project on 35 miles of road in Powell Butte
- Sheriff's Office
 - Hired one new employee in the patrol division to fill one of the vacancies
 - Began receiving finished and upfit vehicles that were purchased with American Rescue Plan Act Funds

If you have questions, please let us know.

Sincerely,

Christina Haron
Christina Haron, CPA
Finance Director



County-wide – All Funds

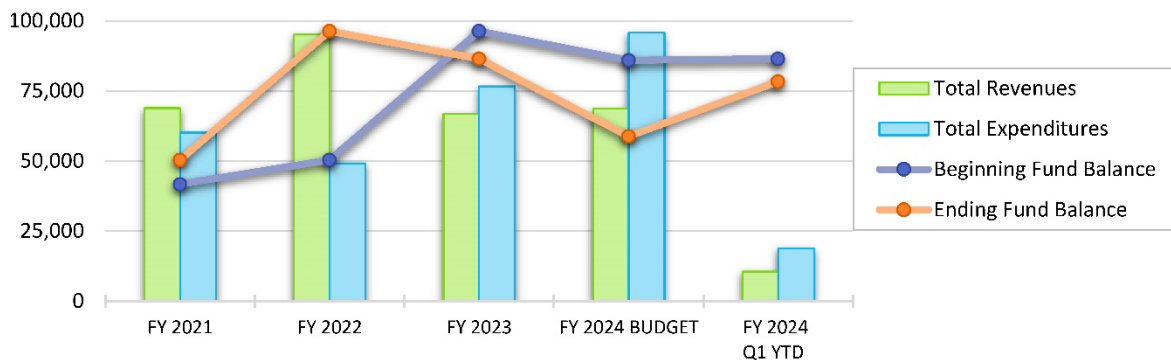
The County began the quarter with a combined \$86.47 million fund balance. During the quarter, the County received \$10.54 million in revenue, had operating expenditures of \$12.85 million, invested \$5.82 million in capital, and was not required to make any debt service payments. The County’s ending combined fund balance totals \$78.34 million. Total ending fund balance across the County meets or exceeds the desired minimum per the County’s fiscal policies, however, several funds individually are below the policy minimums. These shortfalls are being addressed in fiscal year 2024. Detailed information per fund is presented on the individual fund pages.

Quarter Ended September 30, 2023

Information for the July 1, 2023 – September 30, 2023 quarter only

FUND	BEGINNING			TOTAL EXPENDITURES	CAPITAL OUTLAY	DEBT SERVICE	TOTAL EXPENDITURES	ENDING FUND BALANCE
	FUND BALANCE	REVENUE	TOTAL RESOURCES					
General Fund	\$ 6,898	\$ 2,474	\$ 9,372	\$ 3,712	\$ 45	\$ -	\$ 3,757	\$ 5,615
Road Fund	15,708	1,039	16,747	1,224	96	-	1,320	15,427
Sheriff's Office Fund	3,773	915	4,687	2,777	17	-	2,794	1,893
Community Development	10,549	761	11,310	823	-	-	823	10,487
Landfill	5,350	634	5,983	359	-	-	359	5,625
Health & Human Services Fund	2,469	2,081	4,550	1,849	-	-	1,849	2,701
Facilities	1,105	549	1,654	357	9	-	366	1,288
Library	752	53	805	385	-	-	385	420
Fairgrounds	412	554	966	453	62	-	515	451
Airport	2,139	147	2,286	44	260	-	304	1,982
Weed Control	254	19	273	69	-	-	69	204
Veterans Services	110	163	273	35	-	-	35	239
Capital Asset Reserve Fund	8,496	103	8,599	-	-	-	-	8,599
Capital Projects Fund	25,913	327	26,239	219	5,328	-	5,547	20,692
Other Non-Major Funds								
Clerk Special Revenue Fund	240	8	247	3	-	-	3	244
Comm College Edu Center Fund	183	52	235	-	-	-	-	235
Crook County School Fund	-	130	130	130	-	-	130	-
Debt Service Funds	23	4	27	-	-	-	-	27
Risk Management Fund	-	163	163	-	-	-	-	163
Special Transportation Fund	772	339	1,110	-	-	-	-	1,110
Surveyor	182	14	196	5	-	-	5	191
Taylor Grazing Fund	41	0	42	-	-	-	-	42
Title III Fund	589	5	594	30	-	-	30	564
Tourism Fund	94	1	95	2	-	-	2	92
Video Lottery Fund	424	1	424	376	-	-	376	48
COUNTY TOTAL	86,473	10,535	97,008	12,852	5,818	-	18,670	78,339

COUNTY-WIDE - ALL FUNDS
Revenues and Expenditures, Actuals and Budgeted
Amounts in thousands



General Fund

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

Beginning Fund Balance was \$2.05 million greater than expected due to the timing of the completion of upfit for the Sheriff's Office vehicles which are taking longer than expected and will be paid with Oregon ARPA (American Rescue Plan Act) grant funds as well as the ARPA (American Rescue Plan Act) grant funds committed to upgrading the County's Information Technology. The IT Strategic Roadmap that guides the spending of those funds begins during this fiscal year with the hiring of a Chief Information Officer.

Overall revenue for the first quarter was about eighty-nine percent (88.5%) of the estimated budget. Tax collection revenue for the quarter was one hundred seventy one percent (170.6%) of the estimated budget due to the timing of the receipt of payments in lieu of tax. Intergovernmental revenue was thirty five percent (35.3%) of the estimated quarterly budget due to the timing of revenue recognition for the American Rescue Plan Act (ARPA) grant dollars as many expenditures using those dollars will happen the second quarter when the new CIO is hired to lead the IT Roadmap work. Internal Service Revenue, Transfers, Licenses, Permits & Fees are on budget for the quarter. Charges for services for the quarter were twenty percent (20%) of the quarter estimated budget due the reduction of recording services directly related to the economic slowdown and reduction in property and lending transactions. Lastly, Miscellaneous revenue collection for the quarter is over two hundred seventy percent (274.4%) of the quarter estimated budget due to investment interest and gain on maturity of investments greater than anticipated.

For the first quarter, overall expenditures remained consistent with budget at ninety seven percent (96.5%). Expenditures during the quarter for Assessor, District Attorney, Human Resources, IT/GIS, Natural Resources, Non-Departmental and Transfers were consistent with budget (within ten percent (10%) of the quarterly budget). Finance was slightly over budget (more than 10% over budget but less than 15% over budget) due to the timing of annual software subscriptions. The remaining departments were under budget (over 10% less than the budget for the quarter) due to the timing of expenditures.

Overall, the General Fund realized a decrease in fund balance of \$1.28 million as expected during the quarter due to the timing of tax revenue which is not received until second quarter.

The quarter end fund balance of \$5.62 million meets fiscal policy requirements and is \$1.87 million more than budgeted due to the timing of spending of ARPA grant dollars for the IT Strategic Roadmap deferred to the second quarter and the timing of revenue for payments in lieu of tax.

During the quarter, the Legal Department hired a new Office Manager, Alexandria Solterbeck and developed and implemented a new, complete airport policy and new airport leasing policy.



Cheryl and Barbara from the Clerk’s Office attended the annual Oregon Association of County Clerk’s Conference in August and met with many of our vendors and partners. The Clerk’s Office also began a large indexing project during the quarter to account for all filed documents from 1970 to present.

The Assessor’s Office had two staff attend each the OSACA Conference (Oregon State Association of County Assessor’s) and the IAAO (International Association of Assessing Officers) conferences during the quarter. In addition to Continuing Education with nationally recognized speakers, these events provide valuable networking opportunities.

During the quarter, the District Attorney’s Office participated in “A Bite of Reality” at Crook County High School, during which volunteers acted as merchants and helped high school students learn budget and spending lessons along with attending 453 arraignments, 12 settlement conferences, 42 cases were submitted to the grand jury, filed 257 misdemeanor cases, 47 felony cases, and 20 Contempt charges.

The Finance Department started the year-end closing process and began the annual audit and single audits during the quarter. Part of the year-end closing process consisted of the Budget Analyst reconciling the County’s many State Health grants to reporting for the year.

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

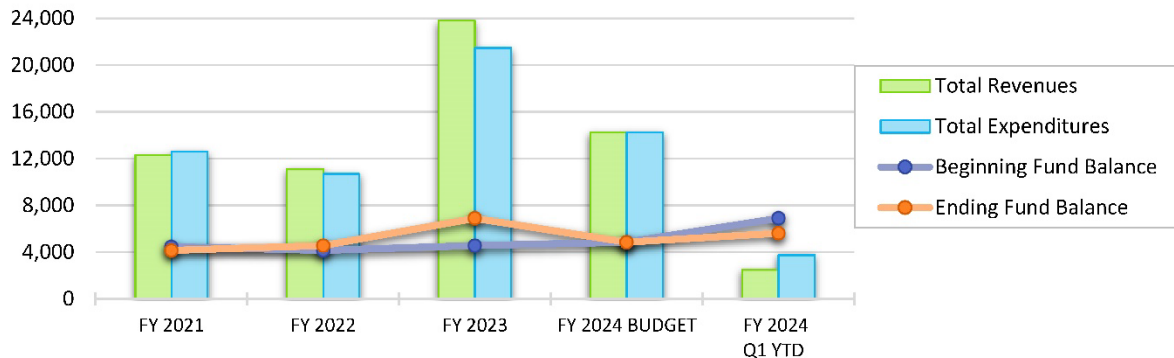


General Fund

FY 2024 BUDGET VS. ACTUAL, amounts in thousands

CATEGORY	1ST QUARTER (Jul '23-Sep '23)				FY 2023 YTD (Jul '23-Sep '23)				FOR REFERENCE	
	EST BUDGET	ACTUAL	VARIANCE	% RECV'D OR SPENT	3 MO EST BUDGET	3 MO ACTUAL	3 MO VARIANCE	% RECV'D OR SPENT	BUDGET FY 2024	FULL YEAR ESTIMATE
Revenues										
Taxes	\$ 163	\$ 278	\$ 115	170.6%	163	\$ 278	\$ 115	170.6%	\$ 4,656	\$ 5,124
Intergovernmental	895	316	(579)	35.3%	895	316	(579)	35.3%	3,578	3,578
Internal Service	1,248	1,248	-	100.0%	1,248	1,248	-	100.0%	4,992	4,992
Transfers and Interfund	311	311	-	100.0%	311	311	-	100.0%	311	311
Licenses, Permits & Fees	92	95	3	103.3%	92	95	3	103.3%	369	369
Charges for Services	5	1	(4)	20.0%	5	1	(4)	20.0%	18	18
Miscellaneous	82	225	143	274.4%	82	225	143	274.4%	327	327
Total Revenues	2,796	2,474	(322)	88.5%	2,796	2,474	(322)	88.5%	14,251	14,719
Expenditures										
Assessor's Office	300	297	3	99.0%	300	297	3	99.0%	1,198	1,158
County Clerk	133	111	22	83.5%	133	111	22	83.5%	636	616
County Court	232	206	26	88.8%	232	206	26	88.8%	1,114	1,077
District Attorney	523	501	22	95.8%	523	501	22	95.8%	2,511	2,432
Finance	437	500	(63)	114.4%	437	500	(63)	114.4%	1,746	1,544
Human Resources	154	142	12	92.2%	154	142	12	92.2%	738	719
IT/GIS	558	498	60	89.2%	558	498	60	89.2%	2,231	2,162
Juvenile	241	209	32	86.7%	241	209	32	86.7%	1,158	1,122
Legal Counsel	119	101	18	84.9%	119	101	18	84.9%	571	554
Natural Resources	13	14	(1)	107.7%	13	14	(1)	107.7%	61	64
Non-Departmental	119	118	1	99.2%	119	118	1	99.2%	309	309
Special Payments	-	-	-	-	-	-	-	-	922	922
Transfers	1,061	1,061	-	100.0%	1,061	1,061	-	100.0%	1,061	1,061
Total Expenditures	3,890	3,757	133	96.6%	3,890	3,757	133	96.6%	14,256	13,740
Revenues over (under) Expenditures										
	(1,094)	(1,283)	(189)	117.3%	(1,094)	(1,283)	(189)	117.3%	(5)	979
Beginning Fund Balance	4,853	6,898	2,045	142.1%	4,853	6,898	2,045	142.1%	4,853	6,898
Ending Fund Balance	\$ 3,759	\$ 5,615	\$ 1,856	149.4%	\$ 3,759	\$ 5,615	\$ 1,856	149.4%	\$ 4,848	\$ 7,877
Contingency									4,848	-

GENERAL FUND
Revenues and Expenditures, Actuals and Budgeted
Amounts in thousands



Road Fund

This fund accounts for the County's Road related activities.

The beginning fund balance was \$0.66 million greater than budgeted due to timing of rock crushing and chip seal overlay as well as a delay in the completion of the Weigand Bridge Capital Improvement moving the projects into the beginning of this fiscal year. Overall revenue collected was eighty-three percent (82.9%) of the estimated quarterly budget. Intergovernmental revenue was eighty percent (79.8%) of the estimated quarterly budget due to a reduction of the Motor Vehicle Revenue and STP Fund Exchange dollars at the state level. Licenses, Permits, and Fees were about eighty percent (80%) of the estimated quarterly budget due to a reduction in truck permit fee revenue. Miscellaneous revenue collected for the quarter was one hundred eight percent (108.2%) of the quarterly estimated budget due to increased investment revenue from strategic investment of the reserves for this department.

For the quarter, overall expenditures were roughly ninety-two (91.7%) of the estimated budget for the quarter. Personnel expenditures were consistent with the quarterly estimated budget at ninety seven percent (96.5%). Materials and Services expenditures for the quarter were only eighty-four percent (84.2%) of the estimated budget due to the timing of expected paving projects. Capital Outlay expenditures were one hundred twenty six percent (126.3%) of the quarterly budget due to the timing of costs to finish up the administrative side of the Weigand Bridge construction.

Overall, the fund balance decreased by \$0.28 million for the quarter.

The ending fund balance for the quarter of \$15.43 million exceeds the budget and the desired minimum fiscal policy.

As funding via the State decreases, the Road Department is working to find additional revenue streams such as grants to support the quality of the roads in Crook County.

During the quarter, the chip seal project on 35 miles of road in Powell Butte was completed and planning began for the Juniper Canyon Access Study.

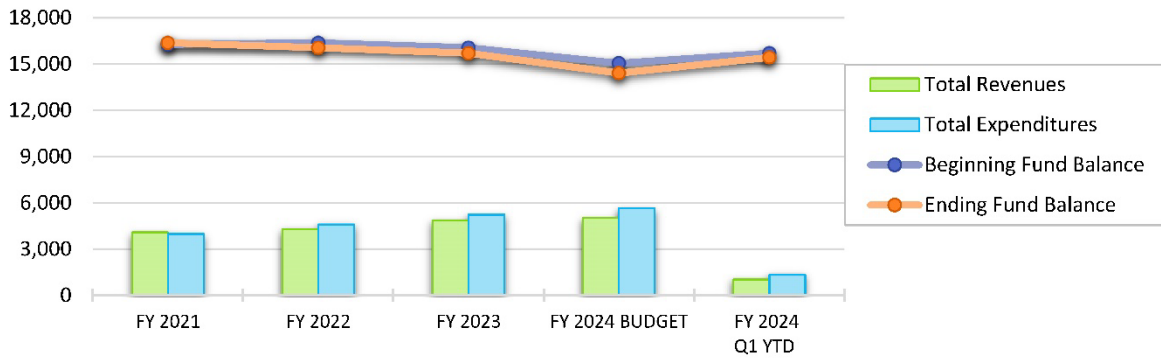


Road Fund

FY 2024 BUDGET VS. ACTUAL, amounts in thousands

CATEGORY	1ST QUARTER (Jul '23-Sep '23)				FY 2023 YTD (Jul '23-Sep '23)				FOR REFERENCE	
	EST			% RECV'D	3 MO EST	3 MO	3 MO	% RECV'D	BUDGET	FULL YEAR
	BUDGET	ACTUAL	VARIANCE	OR SPENT	BUDGET	ACTUAL	VARIANCE	OR SPENT	FY 2024	ESTIMATE
Revenues										
Intergovernmental	\$ 1,115	\$ 890	\$ (225)	79.8%	\$ 1,115	\$ 890	\$ (225)	79.8%	\$ 4,459	\$ 4,459
Licenses, Permits & Fees	5	4	(1)	80.0%	5	4	(1)	80.0%	21	21
Miscellaneous	134	145	11	108.2%	134	145	11	108.2%	536	536
Total Revenues	1,254	1,039	(215)	82.9%	1,254	1,039	(215)	82.9%	5,016	5,016
Expenditures										
Personnel	430	415	15	96.5%	430	415	15	96.5%	2,066	1,984
Materials & Services	783	659	124	84.2%	783	659	124	84.2%	3,132	3,027
Capital Outlay	76	96	(20)	126.3%	76	96	(20)	126.3%	305	305
Transfers	150	150	-	100.0%	150	150	-	100.0%	150	150
Total Expenditures	1,439	1,320	119	91.7%	1,439	1,320	119	91.7%	5,653	5,466
Revenues over (under) Expenditures	(185)	(280)	(95)	151.4%	(185)	(280)	(95)	151.4%	(637)	(450)
Beginning Fund Balance	15,050	15,708	658	104.4%	15,050	15,708	658	104.4%	15,050	15,708
Ending Fund Balance	\$ 14,865	\$ 15,427	\$ 562	103.8%	\$ 14,865	\$ 15,427	\$ 562	103.8%	\$ 14,413	\$ 15,258
Contingency									1,000	-
Reserved for Future Expenditure									13,413	-

ROAD FUND
Revenues and Expenditures, Actuals and Budgeted
Amounts in thousands



Sheriff's Office Fund

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

The beginning fund balance was \$0.46 million higher than anticipated to start the year due to staffing vacancies and the timing of vehicle upfit that was anticipated to occur in the prior year being pushed to the second quarter of this fiscal year. During the quarter, overall revenue was fifty six percent (55.9%) of the estimated quarter budget. Revenue from taxes during the quarter was sixteen (16.1%) of the budget due to the timing of the receipt of tax revenue expected in the next quarter and an unexpected restriction on payments in lieu of taxes that were budgeted to be split between the General Fund and Sheriff's Office but are required to be used in the General Fund. Intergovernmental revenue was sixty six percent (66.2%) of the estimated quarter budget due to the timing of the spending of grant dollars for the upfit of vehicles that arrived in the prior fiscal year which is expected in the next quarter, as well as a reduction in funding from the State for Parole and Probation. Transfers and interfund revenue were forty-two percent (42.4%) of the estimated quarterly budget due to the timing of payments for jail beds from Parol and Probation to the Jail. Charges for services revenue collected were consistent with the quarterly estimated. Miscellaneous revenue sixty percent (60.3%) of the estimated budget for the quarter due to the timing of the solar revenue expected in the following quarter.

For the quarter, overall expenditures were about ninety two percent (91.7%) of the estimated quarter budget. Expenditures in the Sheriff's Office were consistent with estimated budget for the quarter. The Jail expenditures are lower than budgeted for the quarter at eighty-seven percent (87.1%) due to staffing and the timing of the jail van upfit which will be completed next quarter. Emergency & Special Services expenses are about ninety one percent (90.7%) of the quarterly budget partially due to a vacant position as well as reduced program needs. Parole and Probation expenditures are significantly underspent for the quarter at seventy three percent (73.2%) due to the timing of jail bed payments to the Jail and upfit for vehicles expected in the second quarter. Parol and Probation experienced a significant decrease in funding from the state for the next biennium that started this fiscal year. Spending is being adjusted to remain within the funding received.

Overall, the fund balance decreased by \$1.88 million during the quarter, which was \$0.47 million greater than the budgeted shortfall. The primary driver for the spenddown of fund balance is the delay on the receipt of property taxes which are the department's main source of revenue.

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

The quarter end fund balance of \$1.89 million is slightly less than the estimated budget and does not meet the desired minimum per fiscal policy due to the timing of the receipt of property taxes.



During the third quarter, the Sheriff's Office received a mental health grant to implement a peer support program for their staff.

The Sheriff's Office helped to keep the Crooked River Roundup Horse Races a safe and successful event in July.

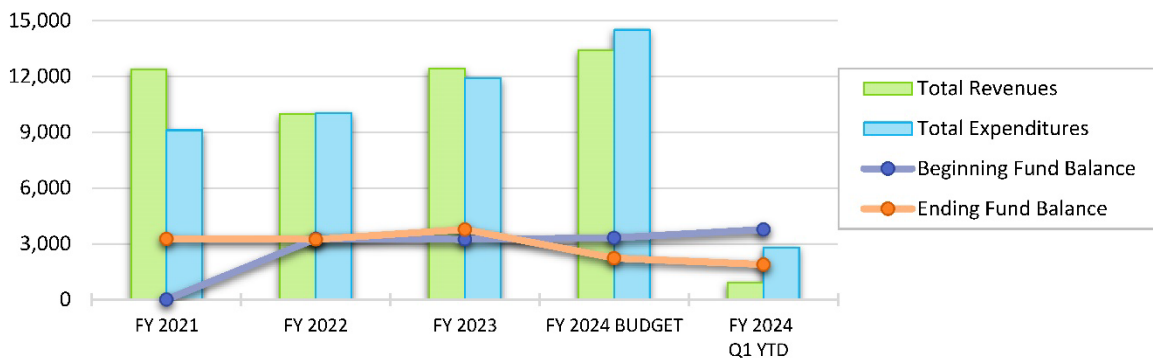
Additionally, during the quarter, an additional employee was hired into the patrol division and upfit began on the new vehicles that were purchased with the Oregon ARPA funds.

Sheriff's Office Fund

FY 2024 BUDGET VS. ACTUAL, amounts in thousands

CATEGORY	1ST QUARTER (Jul '23-Sep '23)				FY 2023 YTD (Jul '23-Sep '23)				FOR REFERENCE	
	EST			% RECV'D	3 MO EST	3 MO	3 MO	% RECV'D	BUDGET	FULL YEAR
	BUDGET	ACTUAL	VARIANCE	OR SPENT	BUDGET	ACTUAL	VARIANCE	OR SPENT	FY 2024	ESTIMATE
Revenues										
Taxes	\$ 280	\$ 45	\$ (235)	16.1%	\$ 280	\$ 45	\$ (235)	16.1%	\$ 7,995	\$ 8,263
Intergovernmental	1,121	742	(379)	66.2%	1,121	742	(379)	66.2%	4,485	3,985
Transfers and Interfund	132	56	(76)	42.4%	132	56	(76)	42.4%	529	529
Licenses, Permits & Fees	24	23	(1)	95.8%	24	23	(1)	95.8%	97	97
Charges for Services	2	2	0	100.0%	2	2	0	100.0%	8	8
Miscellaneous	78	47	(31)	60.3%	78	47	(31)	60.3%	313	313
Total Revenues	1,637	915	(722)	55.9%	1,637	915	(722)	55.9%	13,427	13,195
Expenditures										
Sheriff's Office	1,286	1,302	(16)	101.2%	1,286	1,302	(16)	101.2%	6,126	5,913
Jail	1,208	1,070	138	88.6%	1,208	1,070	138	88.6%	5,751	5,490
Emerg & Special Services	97	88	9	90.7%	97	88	9	90.7%	461	451
Parole & Probation	456	334	122	73.2%	456	334	122	73.2%	2,171	2,055
Total Expenditures	3,047	2,794	253	91.7%	3,047	2,794	253	91.7%	14,509	13,909
Revenues over (under) Expenditures	(1,410)	(1,879)	(469)	133.3%	(1,410)	(1,879)	(469)	133.3%	(1,082)	(714)
Beginning Fund Balance	3,314	3,773	459	113.9%	3,314	3,773	459	113.9%	3,314	3,773
Ending Fund Balance	\$ 1,904	\$ 1,893	\$ (11)	99.4%	\$ 1,904	\$ 1,893	\$ (11)	99.4%	\$ 2,232	\$ 3,059
Contingency									2,232	-

SHERIFF'S OFFICE FUND
Revenues and Expenditures, Actuals and Budgeted
Amounts in thousands



Community Development Fund

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

The beginning fund balance was consistent with expected budget. During the quarter, overall revenue was about seventy three percent (72.7%) of the quarterly budget. During the quarter, Licenses, Permits, and Fees revenue collected were seventy percent (69.5%) of the estimated budget. Miscellaneous revenue was slightly higher than budgeted at one hundred four percent (104.2%) due to rising interest rates. The Building, Planning, and On-Site Departments experienced a decrease in revenue due to the interest rate environment and subsequent slowing real estate and building market. Specifically, Planning has seen a sharp decrease in activity while Building has seen similar activity but with projects at significantly smaller levels. Additionally, the data centers are wrapping up their final buildings. The reductions in revenue resulting from slowing residential and commercial markets are consistent across the state. On a positive note, code compliance continues to address more complaints for the quarter than prior years.

Total expenditures were about seventy seven percent (77.3%) of the estimated quarter budget. Expenditures were under budget due to the reduction in workload, most significantly, contract services for outside reviewers.

For the quarter, the fund balance decreased by \$0.62 million, which is a greater loss than anticipated for the quarter due to the reduction in revenue, however, spend down of the fund balance was expected due to fees work for the data centers being charged up front for work that continues over several years.

Revenues were lower due to a slowing real estate market resulting from a significant increase in borrowing costs. Because of work that will be completed during fiscal year 2024 related to projects where fees were collected in prior years, revenues were expected to be less than expenditures. The quarter ending fund balance of \$10.49 million exceeds the desired minimum for fiscal policy despite being less than budgeted.

During the quarter, the Community Development Department hired a new Operations Manager, Katrina Weitman and was awarded a Department of Defense Grant for military training overlay and energy code update.

The Advanced Planning Fee to support long range planning projects was implemented and the updated fee schedule was adopted to better reflect average costs.

Additionally, a Strategic Plan for the department was drafted and a consultant was retained for the TSP update with meetings to begin in the 2nd quarter.

The department took advantage of current applications for permits being slow, and the team worked on long range planning, special projects, administrative tasks (updating forms, etc.), and provided temporary staffing to the Museum.

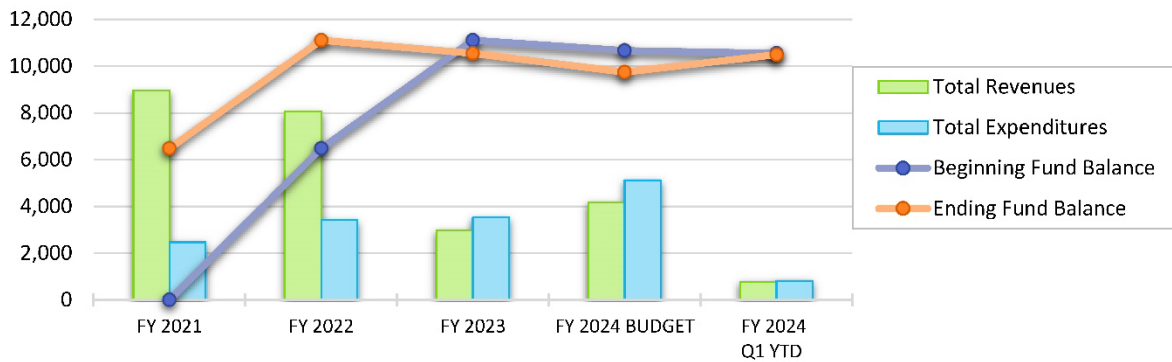


Community Development Fund

FY 2024 BUDGET VS. ACTUAL, amounts in thousands

CATEGORY	1ST QUARTER (Jul '23-Sep '23)				FY 2023 YTD (Jul '23-Sep '23)				FOR REFERENCE	
	EST BUDGET	ACTUAL	VARIANCE	% RECV'D OR SPENT	3 MO EST BUDGET	3 MO ACTUAL	3 MO VARIANCE	% RECV'D OR SPENT	BUDGET FY 2024	FULL YEAR ESTIMATE
Revenues										
Licenses, Permits & Fees	\$ 951	\$ 661	\$ (290)	69.5%	\$ 951	\$ 661	\$ (290)	69.5%	\$ 3,804	\$ 3,045
Miscellaneous	96	100	4	104.2%	96	100	4	104.2%	384	384
Total Revenues	1,047	761	(286)	72.7%	1,047	761	(286)	72.7%	4,188	3,429
Expenditures										
Building	654	543	111	83.0%	654	543	111	83.0%	3,138	3,117
Code Enforcement	31	31	(0)	100.0%	31	31	(0)	100.0%	149	145
Electrical	111	91	20	82.0%	111	91	20	82.0%	532	556
On-Site	74	66	8	89.2%	74	66	8	89.2%	353	343
Planning	195	93	102	47.7%	195	93	102	47.7%	938	907
Total Expenditures	1,065	823	242	77.3%	1,065	823	242	77.3%	5,110	5,068
Revenues over (under) Expenditures	(18)	(62)	(44)	344.4%	(18)	(62)	(44)	344.4%	(922)	(1,639)
Beginning Fund Balance	10,670	10,549	(121)	98.9%	10,670	10,549	(121)	98.9%	10,670	10,548
Ending Fund Balance	\$ 10,652	\$ 10,487	\$ (165)	98.5%	\$ 10,652	\$ 10,487	\$ (165)	98.5%	\$ 9,748	\$ 8,909
Contingency									750	-
Reserved for Future Expenditure									8,998	-

COMMUNITY DEVELOPMENT FUND
Revenues and Expenditures, Actuals and Budgeted
Amounts in thousands



Landfill Fund

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

The beginning fund balance was \$0.45 million greater than anticipated due to reduced spending and savings realized on equipment purchases in the prior year. During the quarter, overall revenue collected was roughly one hundred seven percent (106.7%) of the estimated quarter budget. Licenses, Permits and Fees revenue collected during the quarter were consistent with budget at ninety-nine percent (99.2%) of the quarterly budget. Miscellaneous revenue is about one hundred sixty eight percent (167.7%) of the expected budget for the quarter due to increased interest revenue and timing of vehicle fuel reimbursement revenue.

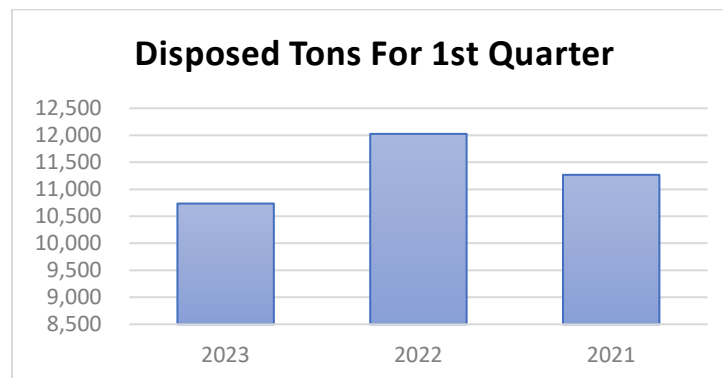
For the quarter, overall expenditures were about seventy two percent (71.7%) of the quarterly budget. Personnel expenditures are below budget for the quarter and for the year due vacant positions. Materials and services are significantly less than budgeted for the quarter due to the timing of one-time payments of contracts and regulatory fees. No capital outlay was budgeted or spent for the quarter.

For the quarter, the fund balance increased by \$0.45 million, which is greater than the quarterly budget estimates.

The ending fund balance for the quarter of \$5.63 million is greater than budgeted and exceeds the desired minimum per fiscal policy. This fund balance also allows adequate reserves to cover the Landfill's post closure liability.

During the quarter, the Department of Environmental Quality testing was completed and passed, and a part time scale attendant was hired to fill in on Saturdays.

Disposed tons for the quarter were less than in prior years due to the slowdown in the real estate market.

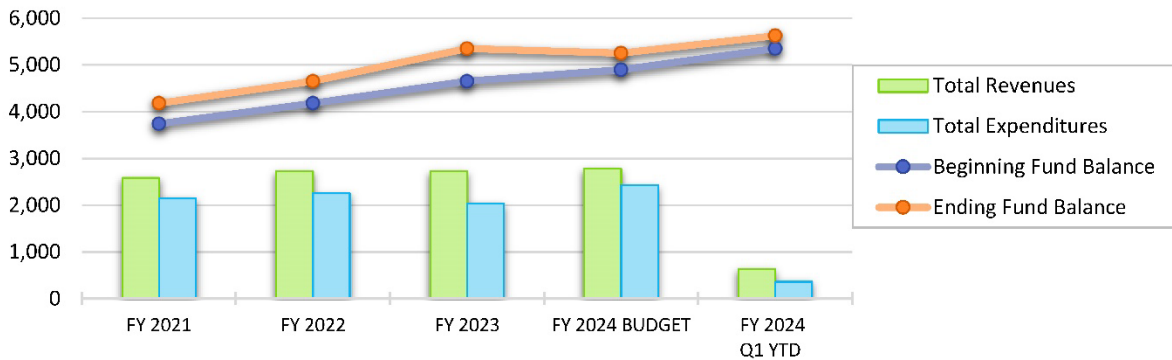


Landfill Fund

FY 2024 BUDGET VS. ACTUAL, amounts in thousands

CATEGORY	1ST QUARTER (Jul '23-Sep '23)				FY 2023 YTD (Jul '23-Sep '23)				FOR REFERENCE	
	EST BUDGET	ACTUAL	VARIANCE	% RECV'D OR SPENT	3 MO EST BUDGET	3 MO ACTUAL	3 MO VARIANCE	% RECV'D OR SPENT	BUDGET FY 2024	FULL YEAR ESTIMATE
Revenues										
Licenses, Permits & Fees	\$ 529	\$ 525	\$ (4)	99.2%	\$ 529	\$ 525	\$ (4)	99.2%	\$ 2,520	\$ 2,520
Miscellaneous	65	109	44	167.7%	65	109	44	167.7%	261	261
Total Revenues	594	634	40	106.7%	594	634	40	106.7%	2,781	2,781
Expenditures										
Personnel	210	192	18	91.4%	210	192	18	91.4%	1,006	966
Materials & Services	291	167	124	57.4%	291	167	124	57.4%	1,164	1,126
Capital Outlay	-	-	-	-	-	-	-	-	255	55
Total Expenditures	501	359	142	71.7%	501	359	142	71.7%	2,425	2,147
Revenues over (under) Expenditures	93	275	182	295.7%	93	275	182	295.7%	356	634
Beginning Fund Balance	4,898	5,350	452	109.2%	4,898	5,350	452	109.2%	4,898	5,350
Ending Fund Balance	\$ 4,991	\$ 5,625	\$ 634	112.7%	\$ 4,991	\$ 5,625	\$ 634	112.7%	\$ 5,254	\$ 5,984
Contingency									360	-
Reserved for Future Expenditure									4,894	-

LANDFILL FUND
Revenues and Expenditures, Actuals and Budgeted
Amounts in thousands



Health and Human Services Fund

The Health and Human Services Fund accounts for the public health activities of the Health Department, Environmental Health, and Mental Health. At the end of the prior fiscal year the Mental Health Fund was consolidated into the Health Services Fund. The primary revenue sources supporting the County's health services are intergovernmental grants from federal and state agencies, charges for services and General Fund support.

Beginning fund balance is significantly less than budgeted due to the correction of restricted revenue reporting including deferral of restricted Intergovernmental revenue for grants and charges for services, that were not spent in the fiscal year. Deferred revenue totaled approximately \$1.01 million and will be recognized when corresponding qualifying expenses are made in the future years as required by GAAP (Generally Accepted Accounting Principles) for modified-accrual basis accounting.

Intergovernmental revenue received for the quarter was eighty two percent (82.3%) of the quarterly estimated budget due to the timing of grant receipts as well as deferral of restricted revenue. Transfers and Interfund revenue were consistent with budget for the quarter. Licenses, Permits and Fees came in below budget for the quarter at fifty two percent (52.4%) due to the lag in the timing of billing. Charges for Services were sixty four percent (63.6%) of the estimated budget for the quarter due to the timing of typical demand vaccination occurring during the fall/winter season. Finally, miscellaneous revenue collected for the quarter was over one hundred forty six percent (145.8%) of the quarterly budget due to increased interest revenue from investments.

For the quarter, overall expenditures were ninety-one percent (91.3%) of the estimated budget. Public Health expenditures were nearly eighty four percent (83.8%) of the quarterly budget due to position vacancies and the timing of contract payments. State funded mental health expenditures for the quarter were consistent with estimated budget at ninety seven percent (96.9%). Environmental Health's expenditures for the quarter were consistent with the budget for the quarter. Transfers were also consistent with the budget for the quarter.

Overall, the fund balance increased by \$0.23 million for the quarter, which was less than budgeted but due to the deferral of restricted grant revenue.

The ending fund balance of \$2.70 million for the year does not meet the desired minimum per fiscal policy, however, this is due to the deferral of restricted grant revenue totaling approximately \$1.45 million as well as the flow-through nature of the revenues and expenditures for Mental Health. Additionally, addressing staffing shortages and maintaining service levels continue to be a focus during the year.

The Health Department continued to fill staffing vacancies and begin work on grant funded programs that were paused due to lack of staffing. The decision was made to bring billing that had been handled by a third-party biller since COVID back into the department which will result in increased recovery of costs as it allows the department to apply for reimbursement from various programs rather than writing it off as is currently done by the third party.

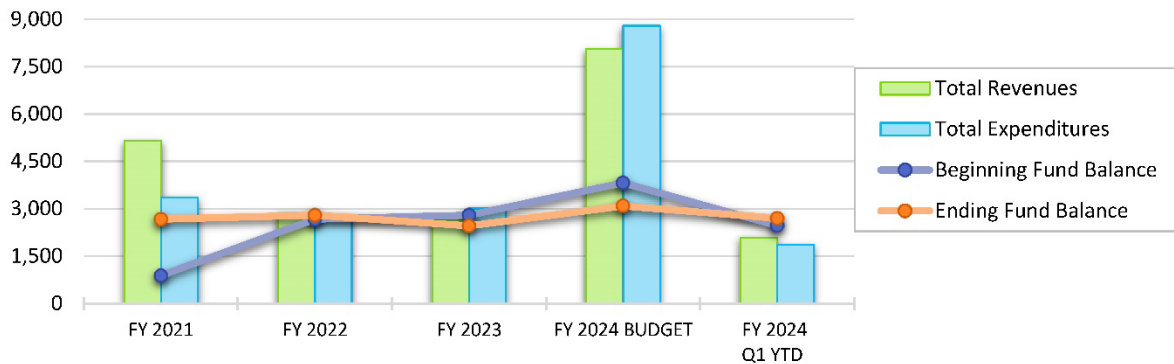


Health Services Fund

FY 2024 BUDGET VS. ACTUAL, amounts in thousands

CATEGORY	1ST QUARTER (Jul '23-Sep '23)				FY 2023 YTD (Jul '23-Sep '23)				FOR REFERENCE	
	EST BUDGET	ACTUAL	VARIANCE	% RECV'D OR SPENT	3 MO EST BUDGET	3 MO ACTUAL	3 MO VARIANCE	% RECV'D OR SPENT	BUDGET FY 2024	FULL YEAR ESTIMATE
Revenues										
Intergovernmental	\$ 1,731	\$ 1,424	\$ (307)	82.3%	\$ 1,731	\$ 1,424	\$ (307)	82.3%	\$ 6,925	\$ 6,925
Transfers and Interfund	500	500	-	100.0%	500	500	-	100.0%	500	500
Licenses, Permits & Fees	21	11	(10)	52.4%	21	11	(10)	52.4%	82	82
Charges for Services	66	42	(24)	63.6%	66	42	(24)	63.6%	262	262
Miscellaneous	72	105	33	145.8%	72	105	33	145.8%	288	288
Total Revenues	2,390	2,081	(309)	87.1%	2,390	2,081	(309)	87.1%	8,057	8,057
Expenditures										
Public Health	870	729	141	83.8%	870	729	141	83.8%	4,178	4,039
Environmental Health	30	30	(0)	100.0%	30	30	(0)	100.0%	141	138
Mental Health	1,114	1,079	35	96.9%	1,114	1,079	35	96.9%	4,457	4,457
Transfers	11	11	-	100.0%	11	11	-	100.0%	11	11
Total Expenditures	2,025	1,849	176	91.3%	2,025	1,849	176	91.3%	8,787	8,645
Revenues over (under) Expenditures	365	232	(133)	63.6%	365	232	(133)	63.6%	(730)	(588)
Beginning Fund Balance	3,816	2,469	(1,347)	64.7%	3,816	2,469	(1,347)	64.7%	3,816	2,469
Ending Fund Balance	\$ 4,181	\$ 2,701	\$ (1,480)	64.6%	\$ 4,181	\$ 2,701	\$ (1,480)	64.6%	\$ 3,086	\$ 1,881
Contingency									3,086	-

HEALTH AND HUMAN SERVICES FUND
Revenues and Expenditures, Actuals and Budgeted
Amounts in thousands



Facilities Internal Services Fund

This fund accounts for all the County's building facilities activities. The primary revenue sources are rent and operating expense recovery charges paid by departments for the building space they occupy.

The fund began the year with a beginning fund balance that was greater than budgeted due to deferred spending in the prior year for buildings the County may not need soon and the recognition of the remaining ARPA dollars allocated to the Facilities department. During the quarter, overall revenue was consistent with the budget. Internal Service revenue for the quarter was consistent with the budget. Charges for Services revenue was about sixty seven percent (66.7%) of the estimated budget for the quarter due to timing of projects for the OSU Extension completed last year. Miscellaneous revenue collected for the quarter is over one hundred thirty-six percent (136.4%) of the quarterly budget due to increased interest revenue from investments and energy credits.

For the quarter, operating expenditures were less than the quarterly budget at seventy eight percent (78.4%) of the overall budget. Personnel expenditures for the quarter were sixty seven percent (66.7%) due to vacant positions. Materials and Services expenditures were eighty three percent (82.7%) of the estimated quarterly budget due to timing of repairs and janitorial service payments. No debt payments were due during the quarter. Capital expenditures planned for the quarter were below budget at sixty nine percent (69.2%) due to a hold on improvements to buildings the County may not need in the future.

For the quarter, the fund balance increased by \$0.18 million. This increase was primarily driven by the deferred spending.

The ending fund balance for the fiscal year of \$1.29 million for the year is greater than budgeted and exceeds the desired minimum per fiscal policy.

During the quarter, Brian Harris was hired as a Facilities Technician and Brody Barker was promoted to Lead Technician.

The Facilities department was busy during the quarter with project updates which included starting the Courthouse Electrical Upgrade Project, the Library Patio Renovation Project, completing the repair and refresh to the Library Clock Tower, beginning a substantial clean up and refresh at Emergency Response center for the Sheriff and Search and Rescue team, making progress on correcting the mechanical HVAC deficiencies at the Jail/Public Safety Facility, completing a 20 year Operations Forecast for the new Justice Center, performing some selective improvements at Clover building for OSU Extension, continuing to support the new construction at the Justice Center and procuring Furnishing, Fixtures and Equipment for a Summer move in 2024.

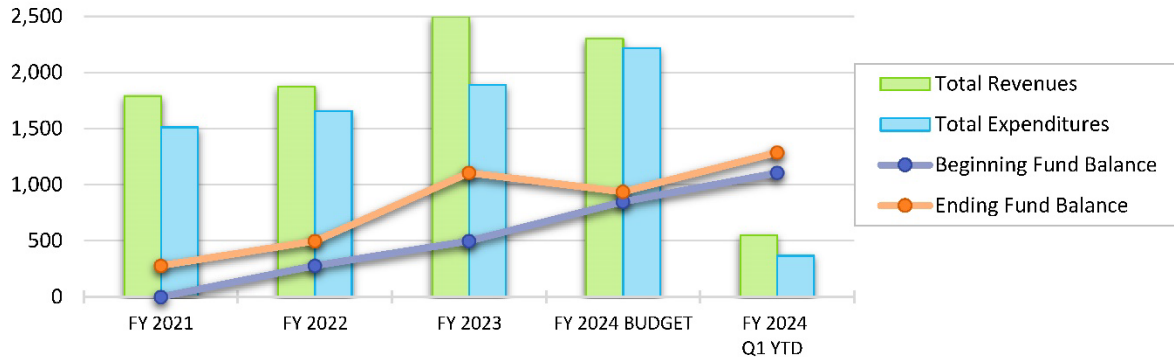


Facilities Internal Services Fund

FY 2024 BUDGET VS. ACTUAL, amounts in thousands

CATEGORY	1ST QUARTER (Jul '23-Sep '23)				FY 2023 YTD (Jul '23-Sep '23)				FOR REFERENCE	
	EST			% RECV'D	3 MO EST	3 MO	3 MO	% RECV'D	BUDGET	FULL YEAR
	BUDGET	ACTUAL	VARIANCE	OR SPENT	BUDGET	ACTUAL	VARIANCE	OR SPENT	FY 2024	ESTIMATE
Revenues										
Internal Service	\$ 530	\$ 530	\$ (0)	100.0%	\$ 530	\$ 530	\$ (0)	100.0%	2,120	2,120
Charges for Services	6	4	(2)	66.7%	6	4	(2)	66.7%	24	24
Miscellaneous	11	15	4	136.4%	11	15	4	136.4%	44	44
Total Revenues	547	549	2	100.4%	547	549	2	100.4%	2,303	2,303
Expenditures										
Personnel	108	72	36	66.7%	108	72	36	66.7%	518	498
Materials & Services	346	286	60	82.7%	346	286	60	82.7%	1,384	1,337
Capital Outlay	13	9	4	69.2%	13	9	4	69.2%	128	140
Debt Service	-	-	-	-	-	-	-	-	185	185
Total Expenditures	467	366	101	78.4%	467	366	101	78.4%	2,215	2,160
Revenues over (under) Expenditures	80	183	103	228.8%	80	183	103	228.8%	88	143
Beginning Fund Balance	848	1,105	257	130.3%	848	1,105	257	130.3%	848	1,105
Ending Fund Balance	\$ 928	\$ 1,288	\$ 360	138.8%	\$ 928	\$ 1,288	\$ 360	138.8%	\$ 936	\$ 1,248
Contingency									936	-

FACILITIES FUND
Revenues and Expenditures, Actuals and Budgeted
Amounts in thousands



Library Fund

This fund accounts for the County's library activities, including the Law Library. The primary revenue source to fund library operations is a portion of the County's general property tax levy (96.0% of total revenue).

The year began with the beginning fund balance being consistent with the budget. Tax collection revenue for the quarter was approximately sixteen percent (16.1%) of the quarterly estimated budget, due to the timing of tax receipts which will be received during the second quarter. During the quarter, no Intergovernmental revenue was received due to the timing of state grant disbursements. Licenses, permits and fees collected for the quarter were four hundred percent (400.00%) due to the receipt of the annual State Court fines during the quarter which also came in higher than expected. Miscellaneous revenue collected for the quarter is about one hundred fifty percent (150.0%) of the quarter budget due to an increase in donations received and interest revenue.

For the quarter, overall Library expenditures are consistent with the estimated quarterly budget at one hundred three percent (102.9%). Personnel expenditures were under budget at eighty seven percent (86.7%) of the estimated budget due to staffing vacancies. Materials and Services expenditures were one hundred eighteen percent (118.1%) of the estimated quarterly budget due to the timing of the annual collection subscription and collection development expenditures.

For the quarter, the fund balance decreased by \$0.33 million due to the timing of the receipt of tax revenue collection later in the year.

The quarter end fund balance of \$420,000 is less than the estimated budget and desired minimum per fiscal policy; however, the primary driver of the shortfall is the timing of tax revenue, and the fund balance is expected to end the year with well over the desired minimum balance.

During the quarter, the library clock repairs were completed. Sean Briscoe began splitting his time as Assistant Library Director by being interim Director at the Museum.

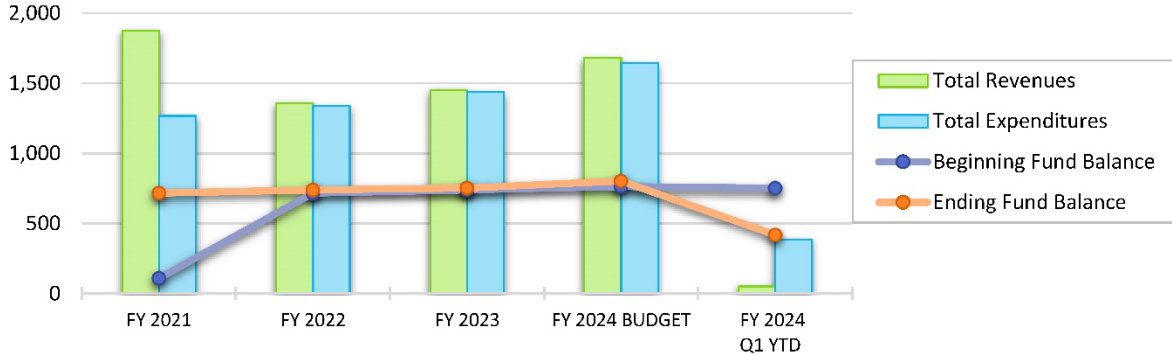


Library Fund

FY 2024 BUDGET VS. ACTUAL, amounts in thousands

CATEGORY	1ST QUARTER (Jul '23-Sep '23)				FY 2023 YTD (Jul '23-Sep '23)				FOR REFERENCE	
	EST BUDGET	ACTUAL	VARIANCE	% RECV'D OR SPENT	3 MO EST BUDGET	3 MO ACTUAL	3 MO VARIANCE	% RECV'D OR SPENT	BUDGET FY 2024	FULL YEAR ESTIMATE
Revenues										
Taxes	\$ 56	\$ 9	\$ (47)	16.1%	56	\$ 9	\$ (47)	16.1%	\$ 1,604	\$ 1,668
Intergovernmental	3	-	(3)	0.0%	3	-	(3)	0.0%	10	10
Licenses, Permits & Fees	7	28	21	400.0%	7	28	21	400.0%	28	28
Charges for Services	-	1	1		-	1	1		-	-
Miscellaneous	10	15	5	150.0%	10	15	5	150.0%	40	40
Total Revenues	76	53	(23)	69.7%	76	53	(23)	69.7%	1,682	1,746
Expenditures										
Personnel	181	157	24	86.7%	181	157	24	86.7%	870	836
Materials & Services	193	228	(35)	118.1%	193	228	(35)	118.1%	772	764
Total Expenditures	374	385	(11)	102.9%	374	385	(11)	102.9%	1,642	1,600
Revenues over (under) Expenditures										
	(298)	(332)	(34)	111.4%	(298)	(332)	(34)	111.4%	40	146
Beginning Fund Balance	764	752	(12)	98.4%	764	752	(12)	98.4%	764	752
Ending Fund Balance	\$ 466	\$ 420	\$ (46)	90.1%	\$ 466	\$ 420	\$ (46)	90.1%	\$ 804	\$ 898
Contingency									804	-

LIBRARY FUND
Revenues and Expenditures, Actuals and Budgeted
Amounts in thousands



Fairgrounds Fund

This fund accounts for the activities of the Fairgrounds. Primary continuing revenue sources for the Fairgrounds come from transient room taxes (TRT), facility use, and a transfer from the General Fund. The fiscal year 2024 budget also includes continued spenddown of approximately \$1.43 million in one-time intergovernmental grants for capital projects.

The fund started the year with a beginning fund balance slightly higher than budgeted due to an increase in transient room tax during the prior fiscal year. During the quarter, overall revenue was seventy-one percent (71.0%) of the quarter budget. No tax revenue was received or budgeted for the quarter. Intergovernmental revenue, which accounts for revenue from grants expended for capital projects, is below budget, at forty-five percent (45.1%) of the estimated quarter budget due re-prioritizing dollars to revenue-generating projects instead of completing the original list. Transfers and Interfund revenue collected are consistent with the budget for the quarter. Licenses, Permits, and Fees collected for the quarter were less than \$500 resulting in a rounding down to zero. Charges for Services were one hundred seventy five percent (175.0%) of the estimated budget due to the timing of event revenue from the Roundup Horse Races and County Fair. Miscellaneous revenue was seventy eight percent (77.6%) of the budget for the quarter due to the timing of donations received.

For the quarter, overall operating expenditures were consistent with the estimated quarter budget. Personnel expenditures are greater than the expected budget at one hundred fourteen percent (114.0%) due to extra help needed during the Roundup Horse Races and County Fair. Materials and Services expenditures are consistent with the budget estimated for the quarter. Capital outlay for the quarter is seventy-one percent (71.3%) of the estimated quarter budget due to the timing of equipment purchases and the availability of contractors to complete the capital projects which are anticipated to be completed later in the year.

For the quarter, the fund balance increased by \$0.04 million, significantly less than budgeted, due to the timing of grant revenue recognition for eligible capital projects that will not be completed until later in the year.

The ending fund balance of \$0.45 million for the year is less than budgeted and does not meet the desired minimum per fiscal policy. Additional revenue opportunities are being explored to provide sustainable funding and offset the rising costs of the Crook County Fair and Fairgrounds operations.

During the quarter, the Fairgrounds put on several very successful events including the Crooked River Roundup Horse Races and the Crook County Fair including a concert with Neal McCoy.

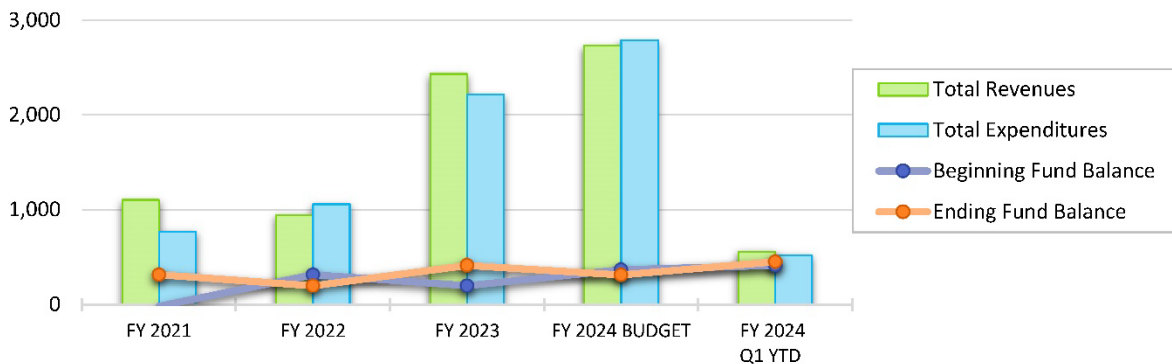


Fairgrounds Fund

FY 2024 BUDGET VS. ACTUAL, amounts in thousands

CATEGORY	1ST QUARTER (Jul '23-Sep '23)				FY 2023 YTD (Jul '23-Sep '23)				FOR REFERENCE	
	EST BUDGET	ACTUAL	VARIANCE	% RECV'D OR SPENT	3 MO EST BUDGET	3 MO ACTUAL	3 MO VARIANCE	% RECV'D OR SPENT	BUDGET FY 2024	FULL YEAR ESTIMATE
Revenues										
Taxes	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -		\$ 220	\$ 220
Intergovernmental	448	202	(246)	45.1%	448	202	(246)	45.1%	1,792	1,431
Transfers and Interfund	246	250	4	101.6%	246	250	4	101.6%	378	378
Licenses, Permits & Fees	1	0	(1)	0.0%	1	0	(1)	0.0%	3	3
Charges for Services	36	63	27	175.0%	36	63	27	175.0%	143	143
Miscellaneous	49	38	(11)	77.6%	49	38	(11)	77.6%	195	195
Total Revenues	780	554	(226)	71.0%	780	554	(226)	71.0%	2,731	2,370
Expenditures										
Personnel	86	98	(12)	114.0%	86	98	(12)	114.0%	412	397
Materials & Services	341	355	(14)	104.1%	341	355	(14)	104.1%	631	616
Capital Outlay	87	62	25	71.3%	87	62	25	71.3%	1,743	1,370
Total Expenditures	514	515	(1)	100.2%	514	515	(1)	100.2%	2,786	2,383
Revenues over (under) Expenditures	266	39	(227)	14.7%	266	39	(227)	14.7%	(55)	(13)
Beginning Fund Balance	365	412	47	112.9%	365	412	47	112.9%	365	412
Ending Fund Balance	\$ 631	\$ 451	\$ (180)	71.5%	\$ 631	\$ 451	\$ (180)	71.5%	\$ 310	\$ 399
Contingency									310	-

FAIRGROUNDS FUND
Revenues and Expenditures, Actuals and Budgeted
Amounts in thousands



Airport Fund

This fund accounts for the operations of the Central Oregon Helibase building and grant-funded improvement projects at Prineville Airport. Day-to-day airport operations are run by the City of Prineville and are accounted for in their books and reports. The primary revenue sources are intergovernmental grant revenues for specific projects in addition to rent payments from leased hangars and the Forest Service for the Central Oregon Helibase.

The fund began the year with a beginning fund balance greater than budgeted due to the timing of capital projects covered by grant funds being pushed to this fiscal year. During the quarter, revenue was one hundred twenty-five percent (124.6%) of the quarterly estimated budget due to the increase in interest revenue. Intergovernmental revenue from grants was not expected or received in the first quarter. Charges for Services revenue from leases was consistent with the budget for the quarter. Miscellaneous revenue received for the quarter was significantly higher than budgeted due to interest income on the fund balance resulting from sale of property to the County last year.

For the quarter, overall expenditures were sixty five percent (64.5%) of the estimated budget. Materials and Services expenditures were fifty one percent (51.2%) of the budget due to timing of expenditures for the runway/apron and hangar projects. Capital Outlay was sixty eight percent (67.5%) of the budget for the quarter and included the purchase of a hangar. Timing of the runway/apron and hangar grant projects are behind schedule. No debt payments were due or paid during the quarter.

For the quarter, the fund balance decreased by \$0.16 million due to covering expenses that have not been reimbursed by grants funds yet.

The ending fund balance for the quarter of \$1.98 million is more than budgeted and meets the desired minimum per fiscal policy.

During the quarter, the airport was awarded a \$450,000 grant from the Federal Aviation Administration for runway 15-22. The airport continued the planning and engineering work for the new grant funded T-hangar project and executed the new lease for the FBO (fixed-based operator) at the airport to provide fueling and other services as included in the business plan finalized last quarter.

Additionally, the airport leases were updated, and a new lease policy completed with the assistance of the County's legal counsel.

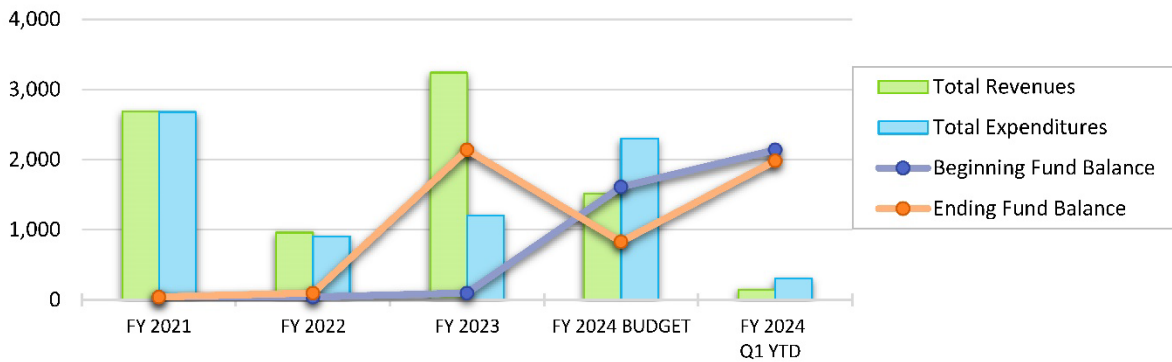


Airport Fund

FY 2024 BUDGET VS. ACTUAL, amounts in thousands

CATEGORY	1ST QUARTER (Jul '23-Sep '23)				FY 2023 YTD (Jul '23-Sep '23)				FOR REFERENCE	
	EST			% RECVD	3 MO EST	3 MO	3 MO	% RECVD	BUDGET	FULL YEAR
	BUDGET	ACTUAL	VARIANCE	OR SPENT	BUDGET	ACTUAL	VARIANCE	OR SPENT	FY 2024	ESTIMATE
Revenues										
Intergovernmental	\$ -	\$ -	\$ -		-	-	-		\$ 1,044	\$ 1,044
Charges for Services	112	117	5	104.5%	112	117	5	104.5%	448	448
Miscellaneous	6	30	24	500.0%	6	30	24	500.0%	25	25
Total Revenues	118	147	29	124.6%	118	147	29	124.6%	1,517	1,517
Expenditures										
Materials & Services	86	44	42	51.2%	86	44	42	51.2%	344	335
Capital Outlay	385	260	125	67.5%	385	260	125	67.5%	1,540	1,300
Debt Service										
Principal	-	-	-		-	-	-		166	166
Interest	-	-	-		-	-	-		247	247
Total Expenditures	471	304	167	64.5%	471	304	167	64.5%	2,297	2,048
Revenues over (under) Expenditures	(353)	(157)	196	44.5%	(353)	(157)	196	44.5%	(780)	(531)
Beginning Fund Balance	1,610	2,139	529	132.9%	1,610	2,139	529	132.9%	1,610	2,139
Ending Fund Balance	\$ 1,257	\$ 1,982	\$ 725	157.7%	\$ 1,257	\$ 1,982	\$ 725	157.7%	\$ 830	\$ 1,608
Contingency									830	-

AIRPORT FUND
Revenues and Expenditures, Actuals and Budgeted
Amounts in thousands



Capital Asset Reserve Fund

This fund accounts for funds held in reserve by the County with no limitation to its use.

The beginning fund balance was consistent with the budget. Intergovernmental revenue for a loan repayment was received as budgeted for the quarter. Miscellaneous revenue was slightly higher than budgeted for the quarter due to strategic investment of reserve funds and interest rate increases.

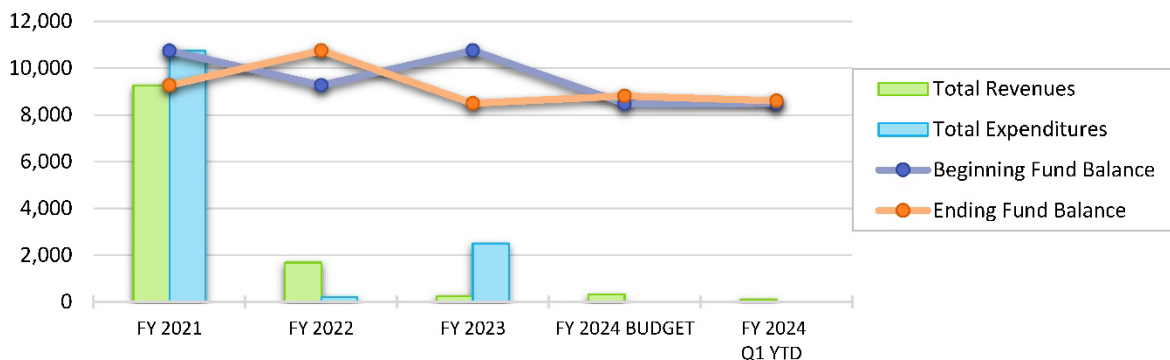
The fund balance increased \$0.10 million during the quarter.

The quarter end fund balance of \$8.60 million is consistent with budget and exceeds fiscal policy requirements.

FY 2024 BUDGET VS. ACTUAL, amounts in thousands

CATEGORY	1ST QUARTER (Jul '23-Sep '23)				FY 2023 YTD (Jul '23-Sep '23)				FOR REFERENCE	
	EST BUDGET	ACTUAL	VARIANCE	% RECV'D OR SPENT	3 MO EST BUDGET	3 MO ACTUAL	3 MO VARIANCE	% RECV'D OR SPENT	BUDGET FY 2024	FULL YEAR ESTIMATE
Revenues										
Intergovernmental	\$ 23	\$ 23	\$ 0	100.0%	23	\$ 23	\$ 0	100.0%	\$ 23	\$ 23
Miscellaneous	75	80	5	106.7%	75	80	5	106.7%	300	747
Total Revenues	98	103	5	105.1%	98	103	5	105.1%	323	770
Expenditures										
Total Expenditures	-	-	-		-	-	-		-	-
Revenues over (under) Expenditures	98	103	5	105.1%	98	103	5	105.1%	323	770
Beginning Fund Balance	8,481	8,496	15	100.2%	8,481	8,496	15	100.2%	8,481	8,496
Ending Fund Balance	\$ 8,579	\$ 8,599	\$ 20	100.2%	\$ 8,579	\$ 8,599	\$ 20	100.2%	\$ 8,804	\$ 9,266
Contingency									8,804	-

CAPITAL ASSET RESERVE FUND Revenues and Expenditures, Actuals and Budgeted Amounts in thousands



Capital Projects Fund (formerly the Justice Center Capital Project Fund)

The Capital Projects Fund, renamed from the Justice Center Capital Project Fund to reflect the activity more accurately, accounts for the Justice Center, Courthouse, and other capital project activities.

Construction remains on budget for the Justice Center; however, the project is behind schedule due to construction supply shortages and remains projected to be completed by mid-Spring 2024. During the quarter internal framing continued and some outer walls began going up.

The beginning fund balance was \$2.57 million less than anticipated due to the timing of construction draws at year end and a delay in expected revenue from the State. During the quarter, revenue consistent with the estimated quarter budget was received from interest and gains on investment maturities as well as a transfer from the Road Department to complete the Juniper Canyon Access Study. Intergovernmental revenue consisting of funding from the Oregon Justice Department is not anticipated until later in fiscal year 2024 due to the timing of the bonds that must be sold by the state.

In the first quarter, overall expenditures were consistent with the estimated quarter budget at ninety six percent (95.6%).

The quarter-end fund balance of \$20.69 million is projected to be sufficient to meet the County's funding requirements for the Justice Center and provide initial funding for the County Courthouse renovation project to follow.

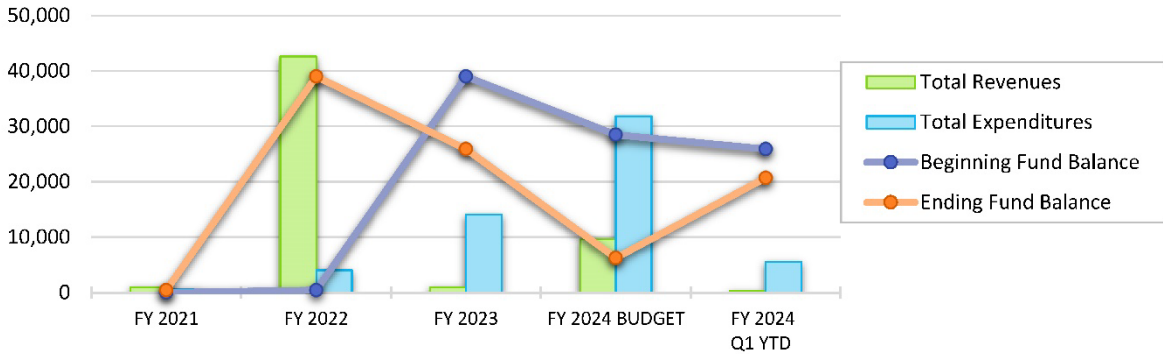
FY 2024 BUDGET VS. ACTUAL, amounts in thousands

CATEGORY	1ST QUARTER (Jul '23-Sep '23)				FY 2023 YTD (Jul '23-Sep '23)				FOR REFERENCE	
	EST BUDGET	ACTUAL	VARIANCE	% RECV'D OR SPENT	3 MO EST BUDGET	3 MO ACTUAL	3 MO VARIANCE	% RECV'D OR SPENT	BUDGET FY 2024	FULL YEAR ESTIMATE
Revenues										
Intergovernmental	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -		\$ 9,136	\$ -
Transfers and Interfund	150	150	-	100.00%	150	150	-	100.00%	150	150
Miscellaneous	165	177	12	107.3%	165	177	12	107.3%	330	345
Total Revenues	315	327	12	103.8%	315	327	12	103.8%	9,616	495
Expenditures										
Personnel	11	11	0	100.0%	11	11	0	100.0%	160	57
Materials and Services	132	132	(0)	100.0%	132	132	(0)	100.0%	529	529
Comm Dev Building	-	-	-		-	-	-		1,000	-
Courthouse	-	1	(1)		-	1	(1)		1,700	1,700
Juniper Canyon Access	-	-	-		-	-	-		150	150
Justice Center	5,660	5,404	256	95.5%	5,660	5,404	256	95.5%	28,300	34,800
Total Expenditures	5,803	5,547	256	95.6%	5,803	5,547	256	95.6%	31,839	37,236
Revenues over (under) Expenditures	(5,488)	(5,221)	267	95.1%	(5,488)	(5,221)	267	95.1%	(22,223)	(36,741)
Beginning Fund Balance	28,482	25,913	(2,569)	91.0%	28,482	25,913	(2,569)	91.0%	28,482	25,913
Ending Fund Balance	\$ 22,994	\$ 20,692	\$ (2,302)	90.0%	\$ 22,994	\$ 20,692	\$ (2,302)	90.0%	\$ 6,259	\$ (10,828)
Contingency									6,259	-



CAPITAL PROJECTS FUND
Revenues and Expenditures, Actuals and Budgeted

Amounts in thousands



The financial information included in this report is preliminary, unaudited and subject to revision upon completion of closing and audit processes.

Other Non-Major Funds

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

Crooked River Watershed Fund – consolidated to general fund at the end of fiscal year 2023

Mental Health Fund – consolidated to general fund at the end of fiscal year 2023

Veterans Services Fund

FY 2024 BUDGET VS. ACTUAL, amounts in thousands

CATEGORY	1ST QUARTER (Jul '23-Sep '23)				FY 2023 YTD (Jul '23-Sep '23)				FOR REFERENCE	
	EST BUDGET	ACTUAL	VARIANCE	% RECV'D OR SPENT	3 MO EST BUDGET	3 MO ACTUAL	3 MO VARIANCE	% RECV'D OR SPENT	BUDGET FY 2024	FULL YEAR ESTIMATE
Revenues										
Intergovernmental	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	\$ 91	\$ 91
Transfers and Interfund	161	161	-	100.0%	161	161	-	100.0%	161	161
Miscellaneous	1	2	1	200.0%	1	2	1	200.0%	3	3
Total Revenues	162	163	1	100.6%	162	163	1	100.6%	255	255
Expenditures										
Personnel	37	18	19	48.6%	37	18	19	48.6%	178	172
Materials & Services	26	17	9	65.4%	26	17	9	65.4%	102	101
Total Expenditures	63	35	28	55.6%	63	35	28	55.6%	280	273
Revenues over (under) Expenditures	99	129	30	130.3%	99	129	30	130.3%	(25)	(18)
Beginning Fund Balance	123	110	(13)	89.4%	123	110	(13)	89.4%	123	110
Ending Fund Balance	\$ 222	\$ 239	\$ 17	107.7%	\$ 222	\$ 239	\$ 17	107.7%	\$ 98	\$ 92
Contingency									98	-

Weed Control Fund

FY 2024 BUDGET VS. ACTUAL, amounts in thousands

CATEGORY	1ST QUARTER (Jul '23-Sep '23)				FY 2023 YTD (Jul '23-Sep '23)				FOR REFERENCE	
	EST BUDGET	ACTUAL	VARIANCE	% RECV'D OR SPENT	3 MO EST BUDGET	3 MO ACTUAL	3 MO VARIANCE	% RECV'D OR SPENT	BUDGET FY 2024	FULL YEAR ESTIMATE
Revenues										
Intergovernmental	\$ -	\$ 7	\$ 7	-	\$ -	\$ 7	\$ 7	-	\$ -	\$ 7
Transfers and Interfund	-	10	10	-	-	10	10	-	-	10
Licenses, Permits & Fees	18	-	(18)	0.0%	18	-	(18)	0.0%	200	185
Miscellaneous	1	2	1	200.0%	1	2	1	200.0%	5	5
Total Revenues	19	19	(0)	100.0%	19	19	(0)	100.0%	205	207
Expenditures										
Personnel	40	55	(15)	137.5%	40	55	(15)	137.5%	192	186
Materials & Services	28	14	14	50.0%	28	14	14	50.0%	110	107
Total Expenditures	68	69	(1)	101.5%	68	69	(1)	101.5%	302	293
Revenues over (under) Expenditures	(49)	(50)	(1)	102.0%	(49)	(50)	(1)	102.0%	(97)	(86)
Beginning Fund Balance	217	254	37	117.1%	217	254	37	117.1%	217	254
Ending Fund Balance	\$ 168	\$ 204	\$ 36	121.4%	\$ 168	\$ 204	\$ 36	121.4%	\$ 120	\$ 168
Contingency									120	-



Risk Management Fund

FY 2024 BUDGET VS. ACTUAL, amounts in thousands

CATEGORY	1ST QUARTER (Jul '23-Sep '23)				FY 2023 YTD (Jul '23-Sep '23)				FOR REFERENCE	
	EST BUDGET	ACTUAL	VARIANCE	% RECV'D OR SPENT	3 MO EST BUDGET	3 MO ACTUAL	3 MO VARIANCE	% RECV'D OR SPENT	BUDGET FY 2024	FULL YEAR ESTIMATE
Revenues										
Internal Service	\$ 13	\$ 13	\$ (0)	100.0%	\$ 13	\$ 13	\$ (0)	100.0%	\$ 52	\$ 52
Transfers and Interfund	150	150	-	100.0%	150	150	-	100.0%	150	150
Total Revenues	163	163	(0)	100.0%	163	163	(0)	100.0%	202	202
Expenditures										
Materials & Services	-	-	-	-	-	-	-	-	152	146
Total Expenditures	-	-	-	-	-	-	-	-	152	146
Revenues over (under) Expenditures	163	163	(0)	100.0%	163	163	(0)	100.0%	50	56
Beginning Fund Balance	-	-	-	-	-	-	-	-	-	-
Ending Fund Balance	\$ 163	\$ 163	\$ (0)	100.0%	\$ 163	\$ 163	\$ (0)	100.0%	\$ 50	\$ 56
Contingency									50	-

GO Debt Service Fund

FY 2024 BUDGET VS. ACTUAL, amounts in thousands

CATEGORY	1ST QUARTER (Jul '23-Sep '23)				FY 2023 YTD (Jul '23-Sep '23)				FOR REFERENCE	
	EST BUDGET	ACTUAL	VARIANCE	% RECV'D OR SPENT	3 MO EST BUDGET	3 MO ACTUAL	3 MO VARIANCE	% RECV'D OR SPENT	BUDGET FY 2024	FULL YEAR ESTIMATE
Revenues										
Taxes	\$ 20	\$ 4	\$ (16)	20.0%	\$ 20	\$ 4	\$ (16)	20.0%	\$ 578	\$ 578
Total Revenues	20	4	(16)	20.0%	20	4	(16)	20.0%	578	578
Expenditures										
Debt Service										
Principal	-	-	-	-	-	-	-	-	135	135
Interest	-	-	-	-	-	-	-	-	461	461
Total Expenditures	-	-	-	-	-	-	-	-	596	596
Revenues over (under) Expenditures	20	4	(16)	20.0%	20	4	(16)	20.0%	(18)	(18)
Beginning Fund Balance	18	23	5	127.8%	18	23	5	127.8%	18	23
Ending Fund Balance	\$ 38	\$ 27	\$ (11)	71.1%	\$ 38	\$ 27	\$ (11)	71.1%	\$ -	\$ 5

Special Transportation Fund

FY 2024 BUDGET VS. ACTUAL, amounts in thousands

CATEGORY	1ST QUARTER (Jul '23-Sep '23)				FY 2023 YTD (Jul '23-Sep '23)				FOR REFERENCE	
	EST BUDGET	ACTUAL	VARIANCE	% RECV'D OR SPENT	3 MO EST BUDGET	3 MO ACTUAL	3 MO VARIANCE	% RECV'D OR SPENT	BUDGET FY 2024	FULL YEAR ESTIMATE
Revenues										
Intergovernmental	\$ 108	\$ 330	\$ 222	305.6%	\$ 108	\$ 330	\$ 222	305.6%	\$ 431	\$ 431
Miscellaneous	4	9	5	225.0%	4	9	5	225.0%	15	15
Total Revenues	112	339	227	302.7%	112	339	227	302.7%	446	446
Expenditures										
Materials & Services	-	-	-	-	-	-	-	-	800	768
Total Expenditures	-	-	-	-	-	-	-	-	800	768
Revenues over (under) Expenditures	112	339	227	302.7%	112	339	227	302.7%	(354)	(322)
Beginning Fund Balance	754	772	18	102.4%	754	772	18	102.4%	754	772
Ending Fund Balance	\$ 866	\$ 1,110	\$ 244	128.2%	\$ 866	\$ 1,110	\$ 244	128.2%	\$ 400	\$ 450
Contingency									400	-



Title III Fund

FY 2024 BUDGET VS. ACTUAL, amounts in thousands

CATEGORY	1ST QUARTER (Jul '23-Sep '23)				FY 2023 YTD (Jul '23-Sep '23)				FOR REFERENCE	
	EST BUDGET	ACTUAL	VARIANCE	% RECV'D OR SPENT	3 MO EST BUDGET	3 MO ACTUAL	3 MO VARIANCE	% RECV'D OR SPENT	BUDGET FY 2024	FULL YEAR ESTIMATE
Revenues										
Intergovernmental	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -		\$ 100	\$ 100
Miscellaneous	5	5	0	100.0%	5	5	0	100.0%	18	18
Total Revenues	5	5	0	100.0%	5	5	0	100.0%	118	118
Expenditures										
Materials & Services	35	30	5	85.7%	35	30	5	85.7%	705	677
Total Expenditures	35	30	5	85.7%	35	30	5	85.7%	705	677
Revenues over (under) Expenditures	(30)	(25)	5	83.3%	(30)	(25)	5	83.3%	(587)	(559)
Beginning Fund Balance	587	589	2	100.3%	587	589	2	100.3%	587	589
Ending Fund Balance	\$ 557	\$ 564	\$ 7	101.3%	\$ 557	\$ 564	\$ 7	101.3%	\$ -	\$ 30

Crook County School Fund

FY 2024 BUDGET VS. ACTUAL, amounts in thousands

CATEGORY	1ST QUARTER (Jul '23-Sep '23)				FY 2023 YTD (Jul '23-Sep '23)				FOR REFERENCE	
	EST BUDGET	ACTUAL	VARIANCE	% RECV'D OR SPENT	3 MO EST BUDGET	3 MO ACTUAL	3 MO VARIANCE	% RECV'D OR SPENT	BUDGET FY 2024	FULL YEAR ESTIMATE
Revenues										
Taxes	\$ 130	\$ 130	\$ 0	100.0%	\$ 130	\$ 130	\$ 0	100.0%	\$ 140	\$ 130
Intergovernmental	-	-	-		-	-	-		330	330
Total Revenues	130	130	0	100.0%	130	130	0	100.0%	470	460
Expenditures										
Special Payment	130	130	(0)	100.0%	130	130	(0)	100.0%	470	130
Total Expenditures	130	130	(0)	100.0%	130	130	(0)	100.0%	470	130
Revenues over (under) Expenditures	-	-	-		-	-	-		-	330
Beginning Fund Balance	-	-	-		-	-	-		-	-
Ending Fund Balance	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -		\$ -	\$ 330

Video Lottery Fund

FY 2024 BUDGET VS. ACTUAL, amounts in thousands

CATEGORY	1ST QUARTER (Jul '23-Sep '23)				FY 2023 YTD (Jul '23-Sep '23)				FOR REFERENCE	
	EST BUDGET	ACTUAL	VARIANCE	% RECV'D OR SPENT	3 MO EST BUDGET	3 MO ACTUAL	3 MO VARIANCE	% RECV'D OR SPENT	BUDGET FY 2024	FULL YEAR ESTIMATE
Revenues										
Intergovernmental	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -		\$ 255	\$ 255
Miscellaneous	3	1	(2)	33.3%	3	1	(2)	33.3%	10	10
Total Revenues	3	1	(2)	33.3%	3	1	(2)	33.3%	265	265
Expenditures										
Materials & Services	51	51	(0)	100.0%	51	51	(0)	100.0%	102	102
Transfers	325	325	-	100.0%	325	325	-	100.0%	453	453
Total Expenditures	376	376	(0)	100.0%	376	376	(0)	100.0%	555	555
Revenues over (under) Expenditures	(373)	(376)	(3)	100.8%	(373)	(376)	(3)	100.8%	(290)	(290)
Beginning Fund Balance	426	424	(2)	99.5%	426	424	(2)	99.5%	426	424
Ending Fund Balance	\$ 53	\$ 48	\$ (5)	90.6%	\$ 53	\$ 48	\$ (5)	90.6%	\$ 136	\$ 134
Contingency									136	-



Community College Education Center Fund

FY 2024 BUDGET VS. ACTUAL, amounts in thousands

CATEGORY	1ST QUARTER (Jul '23-Sep '23)				FY 2023 YTD (Jul '23-Sep '23)				FOR REFERENCE	
	EST			% RECV'D	3 MO EST	3 MO	3 MO	% RECV'D	BUDGET	FULL YEAR
	BUDGET	ACTUAL	VARIANCE	OR SPENT	BUDGET	ACTUAL	VARIANCE	OR SPENT	FY 2024	ESTIMATE
Revenues										
Intergovernmental	\$ 25	\$ 25	\$ -	100.0%	\$ 25	\$ 25	\$ -	100.0%	\$ 25	\$ 25
Transfers and Interfund	25	25	-	100.0%	25	25	-	100.0%	25	25
Miscellaneous	1	2	1	200.0%	1	2	1	200.0%	5	5
Total Revenues	51	52	1	102.0%	51	52	1	102.0%	55	55
Expenditures										
Special Payment	-	-	-		-	-	-		75	75
Total Expenditures	-	-	-		-	-	-		75	75
Revenues over (under) Expenditures	51	52	1	102.0%	51	52	1	102.0%	(20)	(20)
Beginning Fund Balance	182	183	1	100.5%	182	183	1	100.5%	182	183
Ending Fund Balance	\$ 233	\$ 235	\$ 2	100.9%	\$ 233	\$ 235	\$ 2	100.9%	\$ 162	\$ 163
Contingency									162	-

Tourism Fund

FY 2024 BUDGET VS. ACTUAL, amounts in thousands

CATEGORY	1ST QUARTER (Jul '23-Sep '23)				FY 2023 YTD (Jul '23-Sep '23)				FOR REFERENCE	
	EST			% RECV'D	3 MO EST	3 MO	3 MO	% RECV'D	BUDGET	FULL YEAR
	BUDGET	ACTUAL	VARIANCE	OR SPENT	BUDGET	ACTUAL	VARIANCE	OR SPENT	FY 2024	ESTIMATE
Revenues										
Taxes	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -		\$ 30	\$ 30
Miscellaneous	-	1	1		-	1	1		1	1
Total Revenues	-	1	1		-	1	1		31	31
Expenditures										
Materials & Services	2	2	(0)	100.0%	2	2	(0)	100.0%	5	5
Total Expenditures	2	2	(0)	100.0%	2	2	(0)	100.0%	5	5
Revenues over (under) Expenditures	(2)	(2)	0	100.0%	(2)	(2)	0	100.0%	26	26
Beginning Fund Balance	90	94	4	104.4%	90	94	4	104.4%	90	94
Ending Fund Balance	\$ 88	\$ 92	\$ 4	104.5%	\$ 88	\$ 92	\$ 4	104.5%	\$ 116	\$ 120
Contingency									116	-

Taylor Grazing Fund

FY 2024 BUDGET VS. ACTUAL, amounts in thousands

CATEGORY	1ST QUARTER (Jul '23-Sep '23)				FY 2023 YTD (Jul '23-Sep '23)				FOR REFERENCE	
	EST			% RECV'D	3 MO EST	3 MO	3 MO	% RECV'D	BUDGET	FULL YEAR
	BUDGET	ACTUAL	VARIANCE	OR SPENT	BUDGET	ACTUAL	VARIANCE	OR SPENT	FY 2024	ESTIMATE
Revenues										
Intergovernmental	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -		\$ 4	\$ 4
Total Revenues	-	0	0		-	0	0		4	4
Expenditures										
Materials & Services	-	-	-		-	-	-		37	36
Total Expenditures	-	-	-		-	-	-		37	36
Revenues over (under) Expenditures	-	0	0		-	0	0		(33)	(32)
Beginning Fund Balance	33	41	8	124.2%	33	41	8	124.2%	33	41
Ending Fund Balance	\$ 33	\$ 42	\$ 9	127.3%	\$ 33	\$ 42	\$ 9	127.3%	\$ -	\$ 9



Surveyor Fund

FY 2024 BUDGET VS. ACTUAL, amounts in thousands

CATEGORY	1ST QUARTER (Jul '23-Sep '23)				FY 2023 YTD (Jul '23-Sep '23)				FOR REFERENCE	
	EST BUDGET	ACTUAL	VARIANCE	% RECV'D OR SPENT	3 MO EST BUDGET	3 MO ACTUAL	3 MO VARIANCE	% RECV'D OR SPENT	BUDGET FY 2024	FULL YEAR ESTIMATE
Revenues										
Licenses, Permits & Fees	\$ 20	\$ 12	\$ (8)	60.0%	\$ 20	\$ 12	\$ (8)	60.0%	\$ 80	\$ 80
Miscellaneous	1	2	1	200.0%	1	2	1	200.0%	5	5
Total Revenues	21	14	(7)	66.7%	21	14	(7)	66.7%	85	85
Expenditures										
Materials & Services	29	5	24	17.2%	29	5	24	17.2%	116	112
Total Expenditures	29	5	24	17.2%	29	5	24	17.2%	116	112
Revenues over (under) Expenditures	(8)	9	17	-112.5%	(8)	9	17	-112.5%	(31)	(27)
Beginning Fund Balance	166	182	16	109.6%	166	182	16	109.6%	166	182
Ending Fund Balance	\$ 158	\$ 191	\$ 33	120.9%	\$ 158	\$ 191	\$ 33	120.9%	\$ 135	\$ 155
Contingency									135	-

Clerk Special Revenue Fund

FY 2024 BUDGET VS. ACTUAL, amounts in thousands

CATEGORY	1ST QUARTER (Jul '23-Sep '23)				FY 2023 YTD (Jul '23-Sep '23)				FOR REFERENCE	
	EST BUDGET	ACTUAL	VARIANCE	% RECV'D OR SPENT	3 MO EST BUDGET	3 MO ACTUAL	3 MO VARIANCE	% RECV'D OR SPENT	BUDGET FY 2024	FULL YEAR ESTIMATE
Revenues										
Transfers and Interfund	\$ 3	\$ 2	\$ (1)	66.7%	\$ 3	\$ 2	\$ (1)	66.7%	\$ 10	\$ 10
Licenses, Permits & Fees	5	4	(1)	80.0%	5	4	(1)	80.0%	18	18
Miscellaneous	1	2	1	200.0%	1	2	1	200.0%	4	4
Total Revenues	9	8	(1)	88.9%	9	8	(1)	88.9%	32	32
Expenditures										
Notary	3	1	2	33.3%	3	1	2	33.3%	26	25
Recording	-	-	-	-	-	-	-	-	115	111
Archive	2	2	(0)	100.0%	2	2	(0)	100.0%	77	74
Total Expenditures	5	3	2	60.0%	5	3	2	60.0%	218	210
Revenues over (under) Expenditures	4	4	0	100.0%	4	4	0	100.0%	(186)	(178)
Beginning Fund Balance	221	240	19	108.6%	221	240	19	108.6%	221	239
Ending Fund Balance	\$ 225	\$ 244	\$ 19	108.4%	\$ 225	\$ 244	\$ 19	108.4%	\$ 35	\$ 61
Contingency									35	-



Debt Summary

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

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

The County's total debt per capita as of June 30, 2024, is projected to total \$1,901. During the subsequent five fiscal years, the debt per capita is projected to decline to \$1,619 by June 30, 2029.

Description	Fund(s)	Original Amount	Annual Payment FY 2024	Interest Rate	Maturity
GO Bonds Series 2017	GO Debt Service	10,000,000	595,600	3.72%	2043
Full Faith & Credit 2017	Facilities	3,635,000	182,600	3.83%	2057
Full Faith & Credit 2018	Airport	6,080,000	387,774	4.30%	2046
GO Bonds Series 2022	GO Debt Service	33,698,310	-	5.00%	2046

Total County Debt **53,413,310** **1,165,974**

Description	Outstanding balance fiscal year ending June 30					
	2024	2025	2026	2027	2028	2029
GO Bonds Series 2017	9,425,000	9,270,000	9,090,000	8,885,000	8,650,000	8,380,000
Full Faith & Credit 2017	3,315,000	3,265,000	3,215,000	3,160,000	3,105,000	3,045,000
Full Faith & Credit 2018	5,490,000	5,330,000	5,165,000	4,990,000	4,815,000	4,630,000
GO Bonds Series 2022	33,698,310	33,698,310	33,698,310	33,698,310	33,271,360	32,759,789
Total County Debt	51,928,310	51,563,310	51,168,310	50,733,310	49,841,360	48,814,789
Population	27,315	27,861	28,418	28,987	29,566	30,158
Debt per capita	1,901	1,851	1,801	1,750	1,686	1,619





Agenda Item Request

Date:

November 30, 2023

Meeting date desired:

December 6, 2023

Subject:

Results of employee straw poll – County Governance

Background and policy implications:

The County Court held three public meetings in September to solicit public comment related to changing the County Court to a County board of commissioners and related matters. One of the common themes noted in the public meetings was the issue of transparency. We have talked about this issue during the past year and have taken considerable steps to improve transparency, such as holding bi-monthly department head meetings to share information that is then disseminated to employees in an effort to make County proceedings more accessible and transparent at all levels of the organization. We have also expanded the public budget process and created an award-winning budget document, added the communications officer role to the executive assistant position, detailed the Court agenda in public notices, and take matters to Court work sessions before acting on them in public meetings, among others.

After the public meetings I had several conversations with County employees where they asked how their voice may be heard. They indicated support for an internal straw poll to communicate to the Court and community the collective thoughts of County employees on these matters. Consistent with transparency, I advised Court members that I would hold several Countywide employee meetings at the end of October to review administration activity during the past year including actions taken related to this matter, giving employees the opportunity to have their voices heard and questions answered. At the conclusion of each meeting, Cheryl Seely, Crook County Clerk, performed confidential balloting for five questions:

- 1. Do you support a change in governance from County Court to Board of Commissioners?*
- 2. Should the Board Chair be elected by voters or Commissioners?*

3. *Should the Board Chair position be identical to the other commissioner positions, except for managing public meetings?*
4. *Should the commissioner positions, including the Chair, be full- or part-time?*
5. *Should the County have a County Administrator position?*

The results of the straw-poll are attached.

There was excellent participation – 200 employees, 191 ballots distributed, with 160 returned timely, or 80% participation.

The results of the poll indicate County employees are strongly in favor of:

- *Changing to a board of commissioners with 88.5% of those that voted supporting.*
- *Having a County Administrator with 82% of those that voted supporting.*
- *Having the Board Chair position identical to the other commissioner positions, except for managing the public meetings, with 85% of those that voted supporting.*
- *The Board Chair being elected by voters with 70% of those voting supporting.*

And a solid majority of employees are in favor of:

- *The commissioner positions, including the Chair, being part-time with 61% support of those that voted.*

Budget/fiscal impacts:

Not applicable

Requested by:

Crook County Department Heads

Presenters:

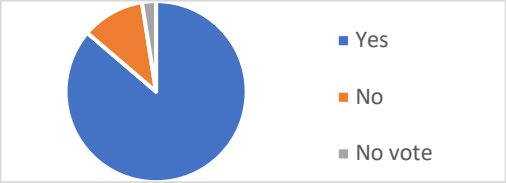
Andy Parks, Contract County Administrator

Attachment

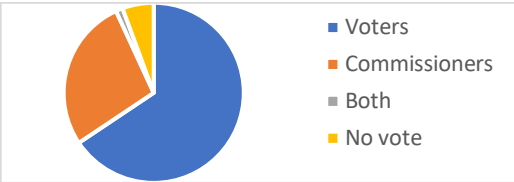
Straw-poll results

Crook County
 Straw Poll Results
 Crook County Employees
 October 31, 2023

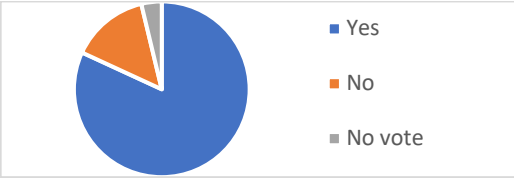
1. Do you support a change in governance structure from County Court to Board or Commissioners? Yes – 138 No – 18 No vote – 4



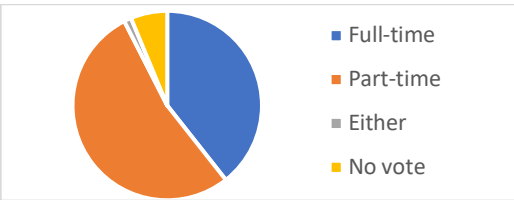
2. Should the Board Chair be elected by voters or Commissioners? Voters – 105 Commissioners – 44 Answered both – 2 No vote – 9



3. Should the Board Chair position be identical to the other commissioner positions, except for managing the public meetings? Yes – 131 No – 23 No vote – 6



4. Should the commissioner positions, including the Chair, be full- or part-time? Full-time – 63 Part-time – 85 Either – 2 No vote – 10



5. Should the County have a County Administrator position? Yes – 127 No – 28 No vote – 5

