



CROOK COUNTY BOARD OF COMMISSIONERS AGENDA

Wednesday, October 16, 2024 at 9:00 am

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

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

Meeting ID: 981 7361 2010; Passcode: 033745

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 Board ratification which are not expected to generate discussion. Any member of the Board may request removal of an item for separate discussion or vote. All remaining items are approved in a single motion.)

1. **OHA 2023-2025 Intergovernmental Agreement Amendment 12**
2. **Order 2024-45 In the matter of the appointments to the Vector Control District**

DISCUSSION

3. **Swearing in of Parole and Probation Deputy**

Requester: Sheriff's Office

Presenter: Sheriff Gautney

4. **Update on Crook County Foundation and Holiday Partnership, including use of Carey Foster Hall**

Requester: Rebekah Lambert

Executive Director Crook County Foundation

5. **Vehicle Purchase Bid Approval**

Requester: Casey Daly

Fairgrounds Manager

6. **Septage Transition**

Requester: Jacquie Davis

Landfill Manager

7. **Order 2024-44 A Budget Resolution for Crook County Fiscal Year 2024-25**

Requester: Jamie Berger
Budget Manager

8. Understanding Measure 117: Potential Impacts if Approved

Requester: Cheryl Seely
County Clerk

9. "The Giving Plate" Program Overview and Letter of Support Approval

Requester: Susan Hermreck
County Commissioner

INTERIM MANAGER REPORT

COMMISSIONER UPDATES

PUBLIC COMMENT

EXECUTIVE SESSION

The Crook County Board of Commissioners will now meet in executive session under ORS 192.660(2)(e) For the purpose of conducting deliberations with persons designated by the governing body to negotiate real property transactions; ORS 192.660(2)(a) To consider the employment of a public officer, employee, staff member or individual agent; 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.

Representative of the news media and designated staff shall be allowed to attend the executive session.* All other members of the audience are asked to leave the room. Representatives of the news media are specifically directed not to report on any of the deliberations during the executive session, except to state the general subject of the session as previously announced. No decision may be made in executive session. At the end of the executive session, we will return to open session and welcome the audience back into the room.

- 10. ORS 192.660(2)(e) For the purpose of conducting deliberations with persons designated by the governing body to negotiate real property transactions.**
- 11. ORS 192.660(2)(a) To consider the employment of a public officer, employee, staff member or individual agent.**
- 12. 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.**

NOTICE AND DISCLAIMER

The Crook County Board of Commissioners 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 Board of Commissioners has published this PDF file. This file contains the material to be presented before the Board of Commissioners 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 Board of Commissioner 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

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 10/15/2024 at 8:26 AM

AGENDA ITEM REQUEST



Date:

9/30/2024

Meeting date desired:

10/9 BOC Work Session, 10/16 BOC Mtg

Subject:

OHA 2023-2025 Intergovernmental Agreement Amendment 12

Background and policy implications:

This is the third of several contract updates for FY25, which is the second half of the biennium for this contract. Finalized program awards rolling out in this amendment are generally expected, with the exception of PE43 – see note in budget/fiscal impacts.

Budget/fiscal impacts:

PE43 (Immunization Services) was budgeted to receive \$10,000 in grant funds for FY25. As of Amendment 12, our award for PE43 is up to \$61,426.

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):

Yes

Elected official sponsor (if applicable):

Agreement #180007-12



**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 Twelfth Amendment (this “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 2025 (FY25) 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 (FY25);

AGREEMENT

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

1. This Amendment is effective on **August 1, 2024**, 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 FY25 is hereby deleted and replaced in its entirety by Attachment A, entitled “Financial Assistance Award (FY25)”, 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” (FY25) 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 Lisa Gramp, Senior Assistant Attorney General, Tax and Finance Section, General Counsel Division, Oregon Department of Justice by email on August 14, 2024, 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 Thursday, August 1, 2024	This Action Amendment
	3) Award Period From July 1, 2024 through June 30, 2025	

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
PE12-01	Public Health Emergency Preparedness and Response (PHEP)	\$69,905.00	\$0.00	\$69,905.00
PE13	Tobacco Prevention and Education Program (TPEP)	\$237,609.14	\$0.00	\$237,609.14
PE36	Alcohol & Drug Prevention Education Program (ADPEP)	\$21,410.75	\$0.00	\$21,410.75
PE40-01	WIC NSA: July - September	\$53,121.00	\$0.00	\$53,121.00
PE40-02	WIC NSA: October - June	\$159,364.00	\$0.00	\$159,364.00
PE40-05	Farmer's Market	\$2,366.00	\$0.00	\$2,366.00
PE42-03	MCAH Perinatal General Funds & Title XIX	\$6,421.00	\$0.00	\$6,421.00
PE42-04	MCAH Babies First! General Funds	\$7,138.00	\$0.00	\$7,138.00
PE42-11	MCAH Title V	\$22,127.00	\$0.00	\$22,127.00
PE42-12	MCAH Oregon Mothers Care Title V	\$11,690.00	\$0.00	\$11,690.00
PE43-01	Public Health Practice (PHP) - Immunization Services	\$50,616.00	\$10,810.00	\$61,426.00
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	\$12,659.57	\$0.00	\$12,659.57
PE50	Safe Drinking Water (SDW) Program (Vendors)	\$38,730.00	\$0.00	\$38,730.00
PE51-01	LPHA Leadership, Governance and Program Implementation	\$318,415.74	\$0.00	\$318,415.74
PE62	Overdose Prevention-Counties	\$45,591.00	\$66,485.00	\$112,076.00
PE63	MCAH LPHA Community Lead Organizations	\$74,018.00	\$0.00	\$74,018.00
		\$1,338,194.02	\$77,295.00	\$1,415,489.02

5) Foot Notes:	
PE36	7/2024: Funding available 7/1/24-9/30/24
PE40-01	07/2024: SFY2025 Q1 unspent funds cannot be carried forward to the following Q2.
PE40-05	7/2024: SFY25 Q1 WIC Farm Direct mini grant award available 7/1/24-9/30/24. Unspent SFY25 Q1 funds may be carried over to Q2-4 period with request from grantee and an amendment to extend the SOW dates, for this grant only.
PE40-05	8/2024: Prior Footnote Null and Void

6) Comments:	
PE40-01	7/2024: Funds available 7/1/24-9/30/24. Must spend \$10,624 on Nutrition Ed, \$1,749 on BF Promotion
PE40-02	7/2024: Funds available 10/1/24-6/30/25. Must spend \$31,873 on Nutrition Ed, \$5,247 on BF Promotion
PE46-05	7/15/2024: Award Available 7/1/24-3/31/25 only.
PE62	8/2024: \$66,485 available 9/1/24-6/30/2025 only. 7/15/2024: \$16,885.22 available 7/1/24-8/31/24 only; \$1,794.11 available 9/1/24-9/29/24 only; \$26,911.67 available 10/1/2024-6/30/25 only.
PE63	7/15/2024: Prior comment null and void. 07/2024: SFY25 \$50,000 Newborn Nurse Home visiting

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	

Federal Reporting Information on following page.

Attachment B
Information required by CFR Subtitle B with guidance at 2 CFR Part 200 (FY25)

PE43-01 Public Health Practice (PHP) - Immunization Services

Federal Award Identification Number:	NH23IP922626	NH23IP922626
Federal Award Date:	08/05/21	06/27/24
Budget Performance Period:	7/1/2024-6/30/2025	7/1/2023-6/30/25
Awarding Agency:	CDC	CDC
CFDA Number:	93.268	93.268
CFDA Name:	Immunization Cooperative Agreements	Immunization Cooperative Agreements
Total Federal Award:	38,627,576	6504660
Project Description:	CDC-RFA-IP19-1901 Immunization and Vaccines for Children	CDC-RFA-IP19-1901 Immunization and Vaccines for Children
Awarding Official:	Jason Rothbard	Jason Rothbard
Indirect Cost Rate:	17.64	17.79
Research and Development (T/F):	FALSE	FALSE
HIPPA	No	No
PCA:	53856	53599
Index:	50404	50404

Agency	UEI	Amount	Amount	Grand Total:
Crook	W2NEWLAM2YM6	\$50,616.00	\$10,810.00	\$61,426.00

DOCUMENT RETURN STATEMENT

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

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

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

I, _____
Name Title

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

_____ by email.

Contractor's name

On _____,
Date

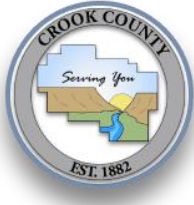
I signed the electronically transmitted Document without change. I am returning the completed signature page, Contractor Data and Certification page and/or Contractor Tax Identification Information (CTII) form, if applicable, with this Document Return Statement.

Authorizing signature

Date

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

AGENDA ITEM REQUEST



Date:

Meeting date desired:

Subject:

Background and policy implications:

Budget/fiscal impacts:

Requested by:

Presenters:

Legal review (only if requested):

Elected official sponsor (if applicable):

IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON
FOR THE COUNTY OF CROOK

**IN THE MATTER OF THE
 APPOINTMENTS TO THE VECTOR
 CONTROL DISTRICT**

ORDER 2024-45

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

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

NOW, THEREFORE, it is hereby **ORDERED** that the Crook County Board of Commissioners makes the following appointment to the Vector Control District:

Board	Appointee	Term	Oath required
Vector Control District Position #3	Jeffrey Benkosky	4 Year Term Expiring: 12/31/2028	Yes
Vector Control District Position #4	Ken Fahlgren	4 Year Term Expiring: 12/31/2028	Yes
Vector Control District Position #5	Tom Green	4 Year Term Expiring: 12/31/2028	Yes

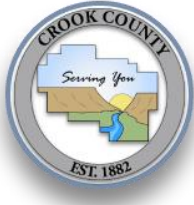
DATED this 16th day of October 2024.

 Seth Crawford
 County Commissioner

 Brian Barney
 County Commissioner

 Susan Hermreck
 County Commissioner

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:

Meeting date desired:

Subject:

Background and policy implications:

Budget/fiscal impacts:

Requested by:

Presenters:

Legal review (only if requested):

Elected official sponsor (if applicable):

Our vision is for a vibrant and engaged Crook County where people learn, work, play, and prosper.



ABOUT CCF

Founded in 1998, the Crook County Foundation brings together people, resources, and inspiration to enrich Crook County through leadership, education, arts, and community service.

GOVERNANCE

Steve Waring, President/CC Parks and Rec*
Ray Austin, Vice President
Patti Norris, Treasurer
Jeff Orr, Secretary
Carol Benkosky
Tom Jay
Anna Logan/CC School District*
Nancy Nennig/Chamber of Commerce*
Jon Soliz/Crook County*
Marv Sumner/City of Prineville*
Mike Wilson
* Founding partner representative

Rebekah Lambert, Executive Director

LEADERSHIP

We provide leadership development for adults and youth, encourage residents to seek leadership positions in the community, and support other nonprofits through training, collaboration, and networking.

Our **Fiscal Sponsorship Program** provides management support and legal and financial oversight to new and emerging community projects.

- Crook County Cultural Coalition
- Prineville Music Theater Camp
- Prineville Paddy Pint Run
- The Wetlanders

***Become a donor.** Donors ensure that the Crook County Foundation continues to serve thousands of Crook County residents annually through programs that inspire dreams and broaden horizons. Your tax-deductible contribution can help in many ways. Visit our website or contact our Executive Director for more information.*

Thank you.

ARTS & CULTURE

Picnic in the Park 2024

- July 17, Casey Parnell & Company
- July 24, Los Amigos de la Sierra
- July 31, Eli Howard and the Greater Good
- August 14, Superball Rock
- August 21, Pressure Point

A beloved summer tradition

- Pioneer Park, Prineville, 6-8pm
- Free family outdoor fun
- Bring lawn chairs and a picnic, or visit the Lions Club booth for refreshments
- Enjoy the music

COMMUNITY VITALITY

Holiday Partnership every December provides food, clothing, and gifts to those who are less fortunate. In 2023, with thanks to many generous donors and partners and our hard-working volunteers, we served over 2,000 people in Crook County.

- Over \$15,000 in holiday food vouchers redeemed.
- 15,420 non-perishable, pantry-stable food items collected and distributed.
- Holiday gifts provided to 584 children and 110 seniors.

Crook County on the Move is a grassroots wellness project to help all of us *Keep Moving, Be Nourished, and Stay Refreshed*. 2024 initiatives include:

- *Grow: An awesome book about gardening*, distributed to third grade classrooms throughout Crook County
- Community Garden Party
- Let's Walk Together
- Share the Bounty

Please visit crookcountyonthemove.org

CONGRATULATIONS TO OUR 2024 SCHOLARSHIP RECIPIENTS!

The Crook County Foundation has the privilege of managing scholarships on behalf of many community members, businesses, and organizations. With great good thanks to these generous people and to the volunteer members of our scholarship award committees, in 2024 the Crook County Foundation awards 57 scholarships to the following *current and former (year listed)* Crook County graduating students, totaling nearly \$111,000.

Academic Excellence Scholarship

Madison Fall, 2024, \$1,000

Kaylyn Fildes, 2024, \$750

Merritt O’Gorman, 2024, \$750

Band of Brothers, Prineville Chapter -

Bob Ervin Memorial Scholarship

Ivy Ritter, 2024, \$750

Best Western - Priday Family Scholarship

Lexsie Brockway, 2024, \$2,000

Ava Chavez, 2024, \$2,000

Bootstrap Scholarship

Ivy Cater, 2021, \$7,500 wage matching

Ozzie Reed, 2022, \$7,500 wage matching

Dale & Mary Craig Memorial Scholarship

Macy Bales, 2024, \$1,954.50

Angie Zarata, 2024, \$1,954.50

Doris Cutright Scholarship

Aidan Robert Bonner, 2024, \$2,500

Lexsie Brockway, 2024, \$2,500

Madison Fall, 2024, \$2,500

Henry Fonseca, 2023, \$2,500

Dominic Hixson, 2023, \$2,500

Gavin Humphreys, 2024, \$2,500

Winter Lewis, 2024, \$2,500

Andraya McNary, 2024, \$2,500

Keera Morgan, 2024, \$2,500

Merritt O’Gorman, 2024, \$2,500

Ivy Ritter, 2024, \$2,500

Rubicelia Ruiz, 2006, \$2,500

Vivian Sanchez Celedonio, 2024, \$2,500

Hogan Merritt Smith, 2021, \$2,500

Dorothy Edwards Hatch Scholarship

Makenna Duran, 2024, \$5,000

Lilly Hoffmann, 2023, \$5,000

Horton Family Science Scholarship

Makenna Duran, 2024, \$1,000

Josephine Kasberger, 2022, \$1,000

Jesse W. Wood, 2023, \$1,000

John D. Houston Scholarship

Birch Barker, 2024, \$750

Jay Family Medical Scholarship

Mickie Wright, 2024, \$2,000

Robert & Nancy Komlofske & Family Scholarship

Chalis Bueckert, 2024, \$1,000

Merritt O’Gorman, 2024, \$1,000

Kiernan D. Teasdale, 2024, \$1,000

Trenton Tucker, 2024, \$1,000

Lookout Mountain Scholarship

Ana Laura Jacuinde Caballero, 2023, \$4,078

Lyle Family Scholarship

Makenna Duran, 2024, \$2,578

Lucie Morrison Scholarship

Henry Fonseca, 2023, \$1,000

Vivian Sanchez Celedonio, 2024, \$1,000

Mt. Jefferson Odd Fellows Lodge #196 Scholarship

Owen Clark, 2023, \$1,000

O’Ryan Ranches Scholarship

Aidan Robert Bonner, 2024, \$1,000

Gavin Humphreys, 2024, \$1,000

Winter Lewis, 2024, \$1,000

Priday Brothers Scholarship

Kiernan D. Teasdale, 2024, \$2,000

J. Paul Rowan Scholarship

Matney Cooley, 2022, \$1,796

Malorie Thompson, 2022, \$1,796

Winifred Seley Music Scholarship

McKenzie Jonas, 2023, \$2,000

Winter Lewis, 2024, \$750

The Dam Run Scholarship

Aidan Robert Bonner, 2024, \$500

Chalis Bueckert, 2024, \$500

Gavin Humphreys, 2024, \$500

Samantha Miller, 2024, \$500

Kiernan D. Teasdale, 2024, \$500

Three Springs Scholarship

Jenny McKinnon, 2022, \$3,500

Lawrence & Carol Weberg Scholarship

Jacob McKinnon, 2024, \$750

Kiernan D. Teasdale, 2024, \$750

Youth Leadership & Civic Engagement Scholarship

Jaycee Villastrigo, 2024, \$1,500



Crook County Holiday Partnership

Through the generosity of our caring community, the Holiday Partnership brings dignity, holiday nourishment, and cheer to people in need here in Crook County ...



... the dignity of all to choose and enjoy their own holiday meal, to replenish their household pantries, and to select and request holiday gifts that honor their needs and wishes.



In 2023, the Holiday Partnership served over 2,000 individuals with food, gifts, personal items, or clothing including
~ gifts to 584 children, 110 elders, and 43 adults with disabilities
~ food assistance to nearly 650 households



The Holiday Partnership brings together donors and volunteers, schools, businesses, neighborhoods, service organizations, nonprofits, and others to make this happen.

The Holiday Partnership is a community vitality project of the Crook County Foundation. The Foundation brings together people, resources, and inspiration to enrich Crook County through leadership, education, arts, and community service.

Holiday Partnership/CCF
P.O. Box 1061, Prineville, OR 97754
CCHolidayPartnership@gmail.com, 541-362-1976
www.CCHolidayPartnership.com

How do I help?



To donate to our **Holiday Community Food Drive** in November and December, look for collection sites throughout Crook County at grocery stores, schools, and elsewhere.



To provide **Holiday Gifts**, look for Trees of Needs with gift tags and suggested gift items, hosted by Crook County businesses starting around Thanksgiving.



The Marine Corps Reserve #1308 sponsors the **Toys for Tots** campaign. Look for drop boxes throughout Prineville.



To **Volunteer** with us, host a donor drive (for socks, hats and gloves, peanut butter and jelly, funds, etc.) or sponsor a tree of need, please contact us.

To make a **Financial Contribution**, please send your check to Holiday Partnership/CCF, P.O. Box 1061, Prineville, OR 97754 or visit our website to donate online. Donations are tax deductible.

How do I request food or gifts?

People in need may apply to the Holiday Partnership for food assistance or for gifts for children under 18, seniors age 60 and older, and adults with disabilities. For more information and the application, please visit our website. Information and application assistance is also available at the Crook County Library and NeighborImpact office in Prineville. Seniors may also apply at the Prineville Senior Center.

Early application is encouraged, as resources may not cover all requests.

Application Deadline: November 15, 2024

Holiday Partnership/CCF
P.O. Box 1061, Prineville, OR 97754
CCHolidayPartnership@gmail.com, 541-362-1976
www.CCHolidayPartnership.com

AGENDA ITEM REQUEST



Date:

October 10, 2024

Meeting date desired:

October 16, 2024

Subject:

Vehicle Purchase Bid Approval

Background and policy implications:

Replacement for Ford F350 Pickup with blown motor- Fairgrounds Pickup.

Budget/fiscal impacts:

\$20K from 23/24 Budgeted Capital Equipment and Up to \$40K from \$2M Fairgrounds grant.

Requested by:

Casey Daly

Presenters:

Casey Daly

Legal review (only if requested):

Three Informal Bids Attached.

Elected official sponsor (if applicable):

If the item request is submitted after the due date/time, an elected official sponsor is needed.

From



Preview Order 4567 - X3B 4x4 Super Cab SRW: Order Summary Time of Preview: 10/10/2024 12:50:19 Receipt: NA

Dealership Name: Lithia Ford of Klamath Falls

Sales Code : F72406

Dealer Rep.	Kip Phillips / Lithia Ford of Klamath Falls	Type	Fleet	Vehicle Line	Superduty	Order Code	4567
Customer Name	Crook county	Priority Code	M3	Model Year	2025	Price Level	515

DESCRIPTION	MSRP	DESCRIPTION	MSRP
F350 4X4 SUPERCAB PICKUP/164	\$51925	JOB #1 ORDER	\$0
164 INCH WHEELBASE	\$0	FORD FLEET SPECIAL ADJUSTMENT	\$0
TOTAL BASE VEHICLE	\$51925	FRONT LICENSE PLATE BRACKET	\$0
OXFORD WHITE	\$0	10800# GVWR PACKAGE	\$0
VINYL 40/20/40 SEATS	\$0	50 STATE EMISSIONS	\$0
MEDIUM DARK SLATE	\$0	JACK	\$0
PREFERRED EQUIPMENT PKG.610A	\$0	SPECIAL DEALER ACCOUNT ADJUSTM	\$0
.XL TRIM	\$0	SPECIAL FLEET ACCOUNT CREDIT	\$0
.AIR CONDITIONING -- CFC FREE	\$0	FUEL CHARGE	\$0
.AM/FM STEREO MP3/CLK	\$0	NET INVOICE FLEET OPTION (B4A)	\$0
.6.8L DEVCT NA PFI V8 ENGINE	\$0	PRICED DORA	\$0
10-SPEED AUTO TORQSHIFT-G	\$0	ADVERTISING ASSESSMENT	\$0
.LT245/75R17E BSW ALL-SEASON	\$0	DESTINATION & DELIVERY	\$1995
3.73 RATIO REGULAR AXLE	\$0		
TOTAL BASE AND OPTIONS			MSRP \$53920
DISCOUNTS			NA
TOTAL			\$53920

ORDERING FIN: QP798 END USER FIN: QP798 PO NUMBER: 0001

Bid Price \$48,258⁰⁰
+ DMV + TAX FEES

Customer Name: Crook County
Customer Address: Casey Daley

Customer Email:

Customer Phone:

Customer Signature

Date

This order has not been submitted to the order bank.

This is not an invoice.



Preview Order F702 - X3B 4x4 Super Cab SRW: Order Summary Time of Preview: 10/09/2024 09:01:48 Receipt: 10/9/2024

Dealership Name: Kendall Ford of Bend

Sales Code : F74459

Dealer Rep.	Matt Schmitz	Type	Fleet	Vehicle Line	Superduty	Order Code	F702
Customer Name	CROOK COUNTY	Priority Code	M3	Model Year	2025	Price Level	515

DESCRIPTION	MSRP	DESCRIPTION	MSRP
F350 4X4 SUPERCAB PICKUP/164	\$51925	FRONT LICENSE PLATE BRACKET	\$0
164 INCH WHEELBASE	\$0	10800# GVWR PACKAGE	\$0
TOTAL BASE VEHICLE	\$51925	50 STATE EMISSIONS	\$0
OXFORD WHITE	\$0	TRAILER BRAKE CONTROLLER	\$300
VINYL 40/70/40 SEATS	\$0	5TH WHEEL HITCH PREP PACKAGE	\$550
MEDIUM DARK SLATE	\$0	JACK	\$0
PREFERRED EQUIPMENT PKG.610A	\$0	UPFITTER SWITCHES	\$165
.XL TRIM	\$0	190AMP(GAS)/250AMP(6.7L) ALTR	\$0
.AIR CONDITIONING -- CFC FREE	\$0	SPECIAL DEALER ACCOUNT ADJUSTM	\$0
.AM/FM STEREO MP3/CLK	\$0	SPECIAL FLEET ACCOUNT CREDIT	\$0
.6.8L DEVCT NA PFI V8 ENGINE	\$0	FUEL CHARGE	\$0
10-SPEED AUTO TORQSHIFT-G	\$0	NET INVOICE FLEET OPTION (B4A)	\$0
.LT245/75R17E BSW ALL-SEASON	\$0	PRICED DORA	\$0
3.73 RATIO REGULAR AXLE	\$0	ADVERTISING ASSESSMENT	\$0
JOB #1 ORDER	\$0	DESTINATION & DELIVERY	\$1995
FORD FLEET SPECIAL ADJUSTMENT	\$0		

Your Price: 48,859.⁰⁰

Tax: 442.¹⁷

MSRP

\$54935

NA

\$54935

TOTAL BASE AND OPTIONS

DISCOUNTS

TOTAL

Total : 49,301.¹⁷ *

ORDERING FIN: QS045 END USER FIN: QP798

* DMV (E-Plates) additional

* Gooseneck Hitch Kit + Ball = \$250.⁰⁰ additional

Customer Name:
Customer Address:

Customer Email:

Customer Phone:

Customer Signature

Date



Preview Order 9257 - X3B 4x4 Super Cab SRW: Order Summary Time of Preview: 10/10/2024 09:24:32 Receipt: NA

Dealership Name: TS&S Ford

Sales Code : F74468

Dealer Rep.	William Schleve	Type	Fleet	Vehicle Line	Superduty	Order Code	9257
Customer Name	Crook county	Priority Code	M3	Model Year	2025	Price Level	515

DESCRIPTION	MSRP	DESCRIPTION	MSRP
F350 4X4 SUPERCAB PICKUP/164	\$51925	3.73 RATIO REGULAR AXLE	\$0
164 INCH WHEELBASE	\$0	JOB #1 ORDER	\$0
TOTAL BASE VEHICLE	\$51925	FORD FLEET SPECIAL ADJUSTMENT	\$0
OXFORD WHITE	\$0	10800# GVWR PACKAGE	\$0
VINYL 40/20/40 SEATS	\$0	50 STATE EMISSIONS	\$0
MEDIUM DARK SLATE	\$0	JACK	\$0
PREFERRED EQUIPMENT PKG.610A	\$0	SPECIAL DEALER ACCOUNT ADJUSTM	\$0
.XL TRIM	\$0	SPECIAL FLEET ACCOUNT CREDIT	\$0
.AIR CONDITIONING -- CFC FREE	\$0	FUEL CHARGE	\$0
.AM/FM STEREO MP3/CLK	\$0	NET INVOICE FLEET OPTION (B4A)	\$0
.6.8L DEVCT NA PFI V8 ENGINE	\$0	PRICED DORA	\$0
10-SPEED AUTO TORQSHIFT-G	\$0	ADVERTISING ASSESSMENT	\$0
.LT245/75R17E BSW ALL-SEASON	\$0	DESTINATION & DELIVERY	\$1995
			MSRP
TOTAL BASE AND OPTIONS			\$53920
DISCOUNTS			NA
TOTAL			\$53920

ORDERING FIN: QP798 END USER FIN: QP798

Customer Name:
Customer Address:

Customer Email:
Customer Phone:

Customer Signature

Date

This order has not been submitted to the order bank.

This is not an invoice.

AGENDA ITEM REQUEST



Date:

October 10, 2024

Meeting date desired:

October 16, 2024

Subject:

Septage Transition

Background and policy implications:

The County's Septage Provider for the last twenty years, Bryan and Shanna Sproat of 2 Springs Ranch, delivered a termination notice to the Landfill, effective December 24, 2024. The Sproats were able to process the septage through DEQ WCPF permit No. 101422. Transferring such a permit takes some time, and the County has a few different options moving forward.

Budget/fiscal impacts:

TBD

Requested by:

*Jacquie Davis; Landfill Manager
Jacquie.Davis@CrookCountyOR.gov
541-447-2398*

Presenters:

*Jacquie Davis
John Eisler*

Legal review (only if requested):

Yes

2 SPRINGS RANCH

Bryan & Shanna Sproat
541-480-9606
8140 SW Hwy 126
PO Box 77
Powell Butte OR 97753

Crook County Landfill
Attn: Landfill Manager
110 SW Landfill Rd
Prineville OR 97754

October 1, 2024

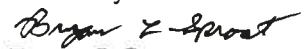

As you know our property at 8140 SW Highway 126 Powell Butte OR has been utilized for applying lime stabilized septage as part of the Contract for Operation of the Septage Plant. That property is one of two properties which boarder the BPA Ponderosa sub-station and therefore of prime interest to solar companies. One company has completed its due diligence and is ready to start construction and the purchase of our property.

As of December 24, 2024 we are terminating our contract for Operation of the Septage Plant. We want to thank you for the privilege of serving the county in which we reside and all the people we have been able to help.

I have been in contact with Carl Makepeace 971-300-5142 Land Application, Permitting & Compliance Specialist. DEQ Eastern Region - Water Quality Land Application. 400 E Scenic DR Ste 3007, The Dalles OR 97058. He is the person that oversees what we do. He can help with the process of returning the permit that was transferred to us from the county as well as the process for permitting land.

The continued operation of the septage plant is vital to all of Central Oregon and we will help in any way we can.

Sincerely,


Bryan L Sproat

Shanna G Sproat

MEMO

TO: Crook County Board of Commissioners; Will Van Vactor
FROM: John Eisler, Asst. County Counsel
DATE: October 10, 2024
RE: Transfer of Septage Treatment and DEQ WCPF Permit
Our File No.: Landfill 30(A)

The County has utilized Bryan and Shanna Sproat d/b/a 2 Springs Ranch for collection and treatment of “septage” since at least 2009. Under the current agreement, the County collects the raw septage from various companies in Crook and Deschutes Counties, separates out the liquid waste, and 2 Springs Ranch collects that septage and then applies it on their ranch pursuant to DEQ WPCF Permit No. 101422 (the “permit”). The County collects \$0.125 per gallon, distributes \$0.09 to 2 Springs Ranch, and keeps \$0.035. The contract requires not less than 30 days’ notice to terminate, and upon termination, 2 Springs Ranch is to execute a transfer of the permit back to Crook County.¹ The termination from 2 Springs Ranch was delivered October 1 with a December 24, 2024 effective date.

It’s essential that the County have a septage disposal option for the community. Upon receiving the notice from 2 Springs Ranch, Landfill Manager Jacquie Davis contacted DEQ’s Carl Makepeace regarding the permit transition process. Makepeace advised that the fastest and easiest path would be to transfer the permit back to the County and for the County to apply alkaline-stabilized septage on land near the Landfill. With the permit in the County’s name, the County can also contract with a third party to take the septage and apply it somewhere else, but the County would still be the party liable under the permit for complying with the permit conditions and periodic reporting requirements. Another option would be to transfer the septage to the City of Prineville, were they willing.

The process to transfer the permit is as follows requires a few documents from us and review by DEQ. The County will need to submit a Permit Transfer Form, an updated Septage Management Plan, a site authorization request, a LUCS, and the required fees (in all, just over \$1,100).

There are, of course, challenges with this transition. The most obvious being that the Landfill does not have a truck capable of transporting the septage. Such trucks are quite expensive new, but we are exploring potential options for used trucks (around \$300k new and \$120k used). Second, is the lack of land. The County’s previously approved land off Millican has been sold; another portion that was approved south of Houston Lake Road is not large enough for permanent operations. There is, however, 80 acres of Landfill property in the northwest corner, previously approved, that may work, at least in the short term. Third, a local company, Muck

¹ My understanding is the permit was originally the County’s and transferred to 2 Springs Ranch at least as far back as 2009.

Septic Service, LLC, had been preparing to take over the septage treatment from 2 Springs Ranch, but they aren't ready to do so yet, but they are close. My understanding is that they are trying to secure rights to a viable property but otherwise have the trucks and equipment necessary to either take over for 2 Springs Ranch or assist the County's operation.

DEQ's Makepeace suggested the County act swiftly on this, as their review process can take some time. We have until December 24th. There may be options that are preferable in the short term, with more ideal long-term solutions. We should have some historical data for the Board as far as septage volumes and revenue to share by the meeting. Please let me know if you have any questions.

CONTRACT FOR OPERATION OF SEPTAGE PLANT

This Contract is made and entered into by and between CROOK COUNTY, a political subdivision of the State of Oregon ("County") and BRYAN & SHANNA SPROAT, d/b/a TWO SPRINGS RANCH ("Contractor").

RECITALS

- A. WHEREAS, County operates a Landfill for the disposal of solid waste materials. The collection of recyclable materials is made through private and commercial disposal at the Crook County Landfill; and
- B. WHEREAS, County originally operated a septage plant located on the County Landfill property; and
- C. WHEREAS, pursuant to a contract for the operation of a septage plant dated September 16, 2009, Contractor has maintained and operated the septage plant on the real property used for the Crook County Landfill; and
- D. WHEREAS, Contractor has approximately 6,000 acres of land currently permitted for land application of lime-stabilized septage under DEQ WPCF Permit No. 101422, File No. 109044; and
- E. WHEREAS, the original 2009 contract is set to expire on October 10, 2019, and County and Contractor wish to continue their contractual relationship as described herein.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants contained herein, County and Contractor agree as follows:

1. Incorporation of Recitals. The recitals stated above are intended to be covenants of the parties and are a material part of this agreement and binding on the parties.
2. Term of Contract. The Contract term shall be for five (5) years commencing on the first of the month following full execution by both parties, and, subject to either party's right to terminate as set forth below, shall be renewable. If this Contract is not in default, Contractor shall have the option to renew this Contract for one consecutive term of five (5) years as follows:
 - (a) The renewal term shall commence on the day following expiration of the preceding term.
 - (b) The option shall be automatic, without the necessity of prior notice to County. Should Contractor decide not to exercise the option, Contractor shall give written notice to County not less than 90 days prior to the last day of the expiring term.
 - (c) The terms and conditions of the Contract for the renewal term shall be identical with the original term, except for compensation. Compensation for the renewal term shall be mutually agreed upon between County and Contractor before commencement of the renewal term.

3. Scope of Services. Contractor shall be responsible for all treatment of sewage and sewage sludge at the Crook County Landfill. Contractor shall treat the sewage according to federal, state and local regulations and shall thereafter apply the septage to Contractor's land permitted for sewage application.
4. Labor and Costs. Contractor shall, at its sole cost and expense, furnish all labor and equipment required to perform the treatment and application of septage.
5. Safety Requirements. Contractor shall comply with OSHA, BOLI, and all other federal, state and local laws and regulations applicable to the operation.
6. Schedule of Performance. Contractor shall perform the services set forth above in a timely manner and on a schedule acceptable to County.
7. Compensation. County shall be responsible for collection of septage fees from individual haulers at the rate of 11¢ per gallon based upon sums actually collected. Contractor shall be paid 8¢ per gallon based upon sums actually collected. County shall retain the balance of 3¢ per gallon of all sums collected.
8. Septage Defined. For the purpose of this Contract, "septage" means the domestic liquid and solid sewage pumped from septic tanks, cesspools, holding tanks, vault toilets, chemical toilets or other similar domestic sewage treatment components or systems and other sewage sludge not derived at sewage treatment plants.
9. DEQ Permit. Upon termination or expiration of this Contract, Contractor shall immediately execute a name change and/or transfer of ownership of Permit No. 101422 from Contractor to County.
10. Independent Contractor. Contractor shall perform all work and services described in this Agreement as an independent contractor and not as an officer, agent, servant or employee of County. Contractor shall have exclusive control of and exclusive right to control the details of the work performed under this Agreement and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors, if any. Nothing in this Contract shall be construed as creating a partnership or joint venture between County and Contractor. No person performing any of the work or services described under this Contract shall be considered an officer, agent, servant or employee of County, nor shall any such person be entitled to any benefits available or granted to employees of County. Contractor shall not enter into any subcontracts for performance of its responsibilities under this Contract without the written consent of County.
11. Non-Assignment. Contractor shall not assign, transfer or convey Contractor's rights, duties or obligations under this Contract or any part of it without the previous written consent of County.
12. Permits and Licenses. Contractor shall, at its sole cost and expense, obtain and maintain throughout the term of this Contract all permits, licenses, and approvals necessary or required for Contractor to perform the work and services described herein.
13. Compliance with Laws and Regulations. Contractor agrees that, in the performance of work and services under this Contract, Contractor will comply with any and all federal, state and local

laws and regulations now in effect or later enacted during the term of this Contract which are applicable to Contractor, its employees, agents or subcontractors, if any, with respect to the work services described.

14. Insurance. Contractor shall properly safeguard County against liability for injuries to persons, including injuries resulting in death and loss of and damage to property, by obtaining and maintaining in force insurance with responsible insurers in amounts equal to the liability limits as set by the Oregon Revised Statutes for a public entity (ORS 30.260 *et seq.*) aggregate, containing the complete statement "Crook County is named as an additional insured," it being the intent of the parties that Contractor's insurance will provide contractual liability and additional insured coverage for County consistent to cover Contractor's indemnity obligations under the "Indemnification and Hold Harmless" paragraph of this Agreement. All insurance policies shall provide for a minimum of 30 days advance notice to Contractor of any change in or termination of said policies.
15. Indemnification and Hold Harmless. Contractor agrees to indemnify, hold harmless and defend County, its officers, employees, agents and servants from and against any and all liability, claims, demands, actions or suits, of whatever kind or nature, arising or resulting from, or in any way connected with Contractor's performance of this Contract, the operations of Contractor, its agents, employees or subcontractors, or the failure of Contractor to comply with provisions and requirements of all applicable permits, licenses, laws or regulations.
16. Termination. Notwithstanding anything to the contrary contained in this Contract, Contractor and County shall each have the right at any time to cancel this Contract without cause upon providing not less than thirty (30) days written notice to the other, and from and after the date of such termination have no further obligations or liabilities under this Contract except for those obligations or liabilities that arose prior to said termination. Except with County's prior written consent, this Contract shall also terminate automatically upon sale, bankruptcy or liquidation of Contractor or upon sale or closure of the Landfill by Crook County.

In the event Contractor defaults in the performance of any of the covenants or agreements to be kept, done or performed by it under the terms of this Contract, County shall notify Contractor in writing of the nature of such default. Within ten (10) days following such notice, Contractor shall:

1. Correct the default; or
2. In the case of a default not capable of being corrected within ten (10) days, Contractor shall commence correcting the default within ten (10) days of County's notification, and afterwards correct the default with diligence.
3. If Contractor fails to correct the default as provided above, County, without further notice, shall have all of the following rights and remedies, which County may exercise singly or in combination:
 - (a) The right to declare this Contract, together with all rights granted Contractor under this Contract as terminated, effective upon such date as County shall designate.

(b) The right to license others to perform the services otherwise to be performed by Contractor under this Contract, or to perform such services itself.

17. Notices. All notices required or contemplated by this Contract shall be personally served or mailed, postage prepaid, addressed to the parties as follows:

To County:

Crook County Landfill
Attn: Landfill Manager
110 SW Landfill Rd.
Prineville, OR 97754

To Contractor:

Bryan and Shanna Sproat
d/b/a 2 Springs Ranch
PO Box 77
Powell Butte, OR 97753

or such other address as the parties may address in writing.

18. Waiver. A Waiver of any breach of any provision of this Contract shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision of this Contract operate as a waiver of such provision or of any other provision.

19. Governing Law. This Contract is entered into and is to be performed in the State of Oregon. County and Contractor agree that the laws of the State of Oregon shall govern the rights, obligations, duties and liabilities of the parties to this Contract and shall govern the interpretation of this Contract. Venue for any dispute shall in Crook County, Oregon.

20. Amendment/Assignment. This Contract may be modified or amended only by a written agreement duly executed by the parties or their representatives. Neither party may assign this Contract without the prior written consent of the other party.

21. Entirety/Severance. This Contract signed by both parties is the final and entire agreement and supersedes all prior and contemporaneous oral or written communications between the parties, their agents, and representatives. If any part of this Contract shall be held unenforceable, the rest of this Contract will remain in full force and effect.

22. Contractor's Representations. Contractor represents that Contractor is duly organized and existing in good standing under the laws of the State of Oregon; that Contractor has the power, authority and legal right to enter into and perform its obligations set forth in this Contract and the execution, delivery and performance have been duly authorized ; and this Contract has been duly entered into and delivered and, as of the date of this Contract, constitutes a legal, valid and binding obligation of Contractor, enforceable in accordance with its terms.

23. Taxes. Contractor shall pay all taxes assessed upon or levied against all improvements, machinery, equipment or other property installed or used in the performance of its obligations stated herein.

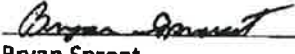
24. Employer Taxes and Other Liabilities. Contractor shall protect and indemnify County against any payroll taxes or contributions imposed with respect to any employees of Contractor by any applicable law dealing with old age pensions , unemployment compensation, accident compensation, health insurance and related subjects. Contractor shall, at Contractor's own cost

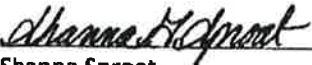
and expense, insure each person employed in, about or on the premises the compensation provided for by law with respect to Worker's compensation and employer's liability insurance.

25. No Interference with County's Operation. Contractor will conduct operations in such a way that they do not disrupt County Landfill operations.
26. Tax Duties and Liabilities. Neither federal, nor state, nor local income tax or payroll tax of any kind will be withheld or paid by County. Contractor is responsible to pay, according to law, CONTRACTOR's income tax and self-employment tax, if applicable.
27. Attorney Fees. In the event an action, lawsuit, or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Contract, each party shall bear its own attorney fees, expenses, costs, and disbursements for said action, lawsuit, proceeding, or appeal.
28. Waiver. The failure of either party at any time or from time to time to enforce any of the terms of this Contract shall not be construed to be a waiver of such term or of such party's right to thereafter enforce each and every provision of the Contract.
29. Counterparts. This 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 for Operation of Septage Plant, effective the first of the month following the date when both parties sign the Contract.


Bryan and Shanna Sproat, d/b/a 2 Springs Ranch


Bryan Sproat
Date: 5/13/2019


Shanna Sproat
Date: 5/13/2019

Crook County, a political subdivision of the State of Oregon

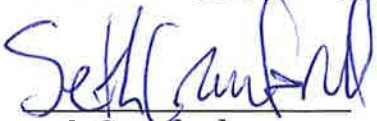

Seth Crawford, Judge
Date: 5-13-19


Jerry Brummer, Commissioner
Date: 5/13/19

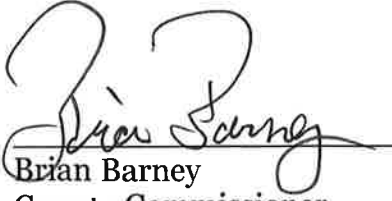

Brian Barney, Commissioner
Date: 5/13/19

Formally Approved this 5th day of June 2019.

CROOK COUNTY COURT


Seth Crawford
County Judge


Jerry Brummer
County Commissioner


Brian Barney
County Commissioner

AMENDMENT
To Contract for Operation of Septage Plant

This Amendment is entered into by **Bryan and Shanna Sproat, d/b/a Two Springs Ranch** (hereinafter "Contractor"), and **Crook County**, a political subdivision of the State of Oregon (hereinafter "County"); collectively, Contractor and County may be referred to as "the Parties."

RECITALS

WHEREAS, Contractor and County are parties to that certain Contract for Operation of Septage Plant (hereinafter "the Agreement") effective June 1, 2019, for the provision of sewage and sewage sludge treatment services as more fully described in the Agreement; and

WHEREAS, the Parties have agreed to a new rate of compensation for the services described above; and

WHEREAS, the Parties wish to continue the terms of the Agreement as modified by this Amendment.

AGREEMENT

NOW, THEREFORE, in exchange for the mutual covenants contained below, Contractor and County agree as follows:

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

Section Two: Paragraph 7 of the Agreement hereby amended to read as follows:

County shall be responsible for collection of septage fees from individual haulers at the rate of \$0.125 per gallon based upon sums actually collected. Contractor shall be paid \$0.09 per gallon based upon sums actually collected. County shall retain the balance of \$0.035 per gallon of all sums collected.

Section Three: Except as amended by this Amendment, all other terms of the Agreement remain in full force and effect.

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

IN WITNESS WHEREOF, Contractor and County have executed this Amendment effective the date last signed below.

CONTRACTOR

COUNTY

Bryan and Shanna Sproat, d/b/a 2 Springs Ranch

Crook County Court

By: Bryan Sproat
Bryan Sproat

Seth Crawford
Seth Crawford, County Judge

Date 7/7/23

Jerry Brummer
Jerry Brummer, County Commissioner

By: Shanna Sproat
Shanna Sproat

Brian Barney
Brian Barney, County Commissioner

Date 7/7/2023

Date: 7/19/2023

Expiration Date: December 31, 2011
Permit Number: 101422
File No. 109044
Page 1 of 9 Pages

WATER POLLUTION CONTROL FACILITIES PERMIT

Department of Environmental Quality
2146 NE 4th Street, Suite 104
Bend, OR 97701
Telephone: (541) 388-6146

TRANSFERRED 10-11-04

Issued pursuant to ORS 468B.050

ISSUED TO:

Bryan L. Sproat; Shanna G. Sproat
Crook County
300 E. 3rd Street PO Box 77
Prineville, OR 97754 Powell Butte, OR 97753

SOURCES COVERED BY THIS PERMIT:

<u>Type of Waste:</u>	<u>Method of Disposal</u>
Septage	Land Application

SYSTEM TYPE AND LOCATION:

Alkaline Stabilization of Septage
Located at Crook County Landfill
off Houston Lake Road
Prineville, Oregon

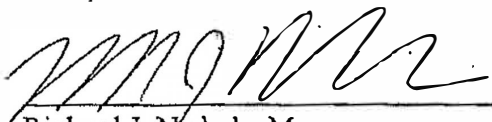
RIVER BASIN INFORMATION:

Basin: Deschutes
Sub-Basin: Lower Crook
Hydro Code: 25--CROO 47 N
County: Crook

Nearest surface stream which would receive
waste if it were to discharge: Crooked River

Issued in response to Application No. 987511 received 8-3-01.

This permit is issued based on the land use findings in the permit record.



Richard J. Nichols, Manager
Bend Water Quality Section
Eastern Region

October 29, 2002

Date

PERMITTED ACTIVITIES

Until this permit expires or is modified or revoked, the permittee is authorized to construct, install, modify, or operate a wastewater collection, treatment, control and disposal system in conformance with all the requirements, limitations, and conditions set forth in the attached schedules as follows:

	<u>Page</u>
Schedule A - Waste Disposal Limitations	2
Schedule B - Minimum Monitoring and Reporting Requirements	3-4
Schedule C - Compliance Conditions and Schedules	--
Schedule D - Special Conditions	5
Schedule E - Not Applicable.	--
Schedule F - General Conditions	6-9

Discharge of septage or any other waste, treated or otherwise, directly or indirectly into public waters constitutes a public health hazard and is prohibited.



Agenda Item Request

Date:

October 8, 2024

Meeting date desired:

October 16, 2024 – Regular Board of Commissioners Meeting – Discussion Item

Subject:

Order 2024-44 A Budget Resolution for Crook County Fiscal Year 2024-25

Background and policy implications:

This resolution proposes budget adjustments for Crook County to accept revenue and adjust expenditure budget appropriations for County funds for Fiscal Year 2024-25, improving compliance with fund balance requirements outlined in the fiscal policies for the Sheriff's Office Fund.

Budget/fiscal impacts:

These changes increase the contingency in the Sheriff's Office Fund (Fund 251) in the current fiscal year in order to improve operational sustainability through planned additional carryover into future fiscal years.

Requested by:

Jamie Berger

541-447-6554

jamie.berger@co.crook.or.us

Presenters:

Jamie Berger

Budget Manager

Legal review (only if requested):

NA

Elected official sponsor (if applicable):

NA

**BY THE BOARD OF COMISSIONERS IN THE STATE OF OREGON
FOR THE COUNTY OF CROOK**

**IN THE MATTER OF
A Budget Resolution for Fiscal Year 2024-25**

ORDER # 2024-44

WHEREAS, it is necessary to authorize certain budget transfers to accept revenue and adjust expenditure budget appropriations for County funds for Fiscal Year 2024-25.

WHEREAS, This resolution is made in accordance with ORS 294.471(1)(a) which provides that the County may make a supplemental budget for an occurrence or condition that is not ascertained when preparing the original budget for the current year that requires a change in financial planning and ORS 294.471(1)(f) to increase appropriation when ad valorem property taxes that are received during the fiscal year are sufficiently greater than the amount estimated to be collected such that the difference will significantly affect the level of government operations to be funded by the taxes as provided in the original budget.

Sheriff's Office Fund (Fund 251)

Resources:	Adopted (Existing)	Changes	Adjusted
Property Taxes	7,127,000	117,000	7,244,000
All Other Resources	9,994,000	-	9,994,000
Fund 251 Resources Total	17,121,000	117,000	17,238,000
Appropriations:			
Sheriff's Office	6,717,000	(385,000)	6,332,000
Jail	5,768,000	(428,000)	5,340,000
Emerg & Special Services	477,000	-	477,000
Parole & Probation	2,463,000	-	2,463,000
Contingency	1,696,000	930,000	2,626,000
Fund 251 Appropriation Total	17,121,000	117,000	17,238,000

To appropriate additional property taxes in the Sheriff's Office fund based on an increase in the taxable assessed value above the estimated taxable assessed value that was budgeted per the directive of the Budget Committee upon approval of the Fiscal Year 2024-25 budget. To improve financial sustainability by pulling back appropriation for 6.5 FTE of unfilled positions in the Sheriff's Office and Jail.

NOW, THEREFORE BE IT RESOLVED that the Crook County Board of Commissioners hereby adopts this Resolution for the purposes detailed above for the fiscal year ending June 30, 2025.

DATED this 16th day of October 2024.

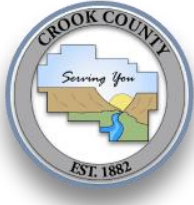
CROOK COUNTY BOARD OF COMMISSIONERS:

SETH CRAWFORD, County Commissioner, Board Chair

SUSAN HERMRECK, County Commissioner

BRIAN BARNEY, County Commissioner

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):

Ranked Choice Voting (RCV)

Measure 117

Cheryl Seely, Crook County Clerk

October 16, 2024





Clerk Disclosure

I am here as your County Clerk and Election Official to bring awareness as to what Measure 117 will do, if passed, and the impacts it will have on Crook County. I am not advocating for or against this measure.



RCV Referral Measure to November 2024 ballot

- House Bill 2004 was introduced in the 2023 Legislative Session
- The Legislature voted to refer HB 2004 to the voters on the November 5, 2024 ballot. This is Measure 117.
- If it passes, this new law will:
 - Establish ranked choice voting as the voting method for selecting winners in Primary and General Elections to the offices of President, Senator, Congressional Representative, Governor, Secretary of State, State Treasurer and Attorney General. **State Senators and State Representatives are not included.**
 - Authorize cities, counties, metropolitan service districts, local government and local service districts to use ranked choice voting to elect candidates for offices
 - Become operative on January 1, 2028



What is RCV?

Ranked choice voting (RCV) is an election method in which voters rank candidates for an office in order of their preference (first choice, second choice, third choice, and so on).

Ranking candidates is different from simply selecting one candidate.

If a candidate receives the most votes and that are the majority of the votes cast (50% + 1), then that candidate wins, just like in any other election. However, if there is no majority winner after counting the first choices, the race is decided by an instant runoff (ranked choice). The candidate with the fewest votes is eliminated, and voters who ranked that candidate as their first choice will have their votes count for their next choice. This process continues until there is a majority winner.



Ballot Examples

Official Primary Nominating Ballot for the Democratic Party
Benton County, Oregon - May 19, 2020

Sheet 1 of 2

Voting Instructions
Use a pen (blue or black ink)
To ensure your vote counts, completely fill in the oval to the left of the response of your choice.
To write in a name, write the name on the solid line and fill in the oval to the left of the write-in line.

Attention!
Remember to inspect your ballot for mistakes! If you make a mistake or damage your ballot, call Benton County Elections at 541-768-8758 for assistance.

RANKED CHOICE VOTING CONTESTS - INSTRUCTIONS TO VOTERS
To vote, rank candidates by filling in the oval for each choice:
• The 1st column is for your 1st choice candidate.
• The 2nd column is your 2nd choice candidate, and;
• The 3rd column is your 3rd choice candidate.
Fill in no more than one oval for each candidate and choice.
To rank a write-in candidate, write the person's name in the write-in space and fill in the oval for the ranking of your choice.

Federal Offices									
President Four Year Term Vote for One Per Ranking	1st Choice	2nd Choice	3rd Choice	4th Choice	5th Choice	6th Choice	7th Choice	8th Choice	9th Choice
Joseph R Biden	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Bernie Sanders	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Elizabeth Warren	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Tulsi Gabbard	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Michael Bloomberg	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Amy Klobuchar	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Pete Buttigieg	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Tom Steyer	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Deval Patrick	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Write-In	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

US Senator Six Year Term Vote for One Per Ranking	1st Choice	2nd Choice	3rd Choice
Jeff Merkley	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Ibrahim A Taher	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Gary Dye	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Write-In	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

US Representative, 4th District
Two Year Term, Vote for One

Peter DeFazio

Doyle Elizabeth Canning

Write-In

Warning
Any person who, by use of force or other means, unduly influences an elector to vote in any particular manner or to refrain from voting is subject to a fine. (ORS 254.470)

01-1

Vote Both Sides of Each Page

Official Ballot
Multnomah County
November 5, 2024

2801-1

THIS IS NOT A REAL BALLOT. DO NOT USE TO VOTE.

Ranked Choice Voting Instructions
Use a blue or black pen.

Rank candidates in the order of your choice.

Fill in no more than one oval in a rank column.

Fill in no more than one oval on a candidate row.

To add a candidate who is not on the ballot, write the candidate's name on the write-in line and fill in a rank.

City of Portland, Mayor [4-year term]
Rank up to 6 candidates in the order of your choice.

	Rank 1	Rank 2	Rank 3	Rank 4	Rank 5	Rank 6
Durrell Kinsey Bey	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Martin Ward	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Keith Wilson	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Dustin Witherspoon	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Michael O'Callaghan	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Liv (Viva) Østhus	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Rene Gonzalez	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Alexander Landry Neely	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Michael Necula	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Sharon Nasset	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Saadq Ali	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
James Atkinson IV	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Sher'Meka (BeUtee) As-Salaam	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Mingus Mapps	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
James Macdonald	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Josh Leake	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Yao Jun He	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Michael Hayes	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Carmen Rubio	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Write-In:	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

City of Portland, Auditor [2-year term]
Rank up to 2 candidates in the order of your choice.

	Rank 1	Rank 2
Simone Rede	<input type="radio"/>	<input type="radio"/>
Write-In:	<input type="radio"/>	<input type="radio"/>

Review Both Sides



RCV Tabulation

How is the winner determined? Counting ballots with Ranked Choice Voting

The first candidate who gets 50% of the final votes wins.

Ballots are counted in rounds until a candidate wins.

Round 1

Only your vote for your 1st choice is counted.

If a candidate gets 50% of the votes, they win.

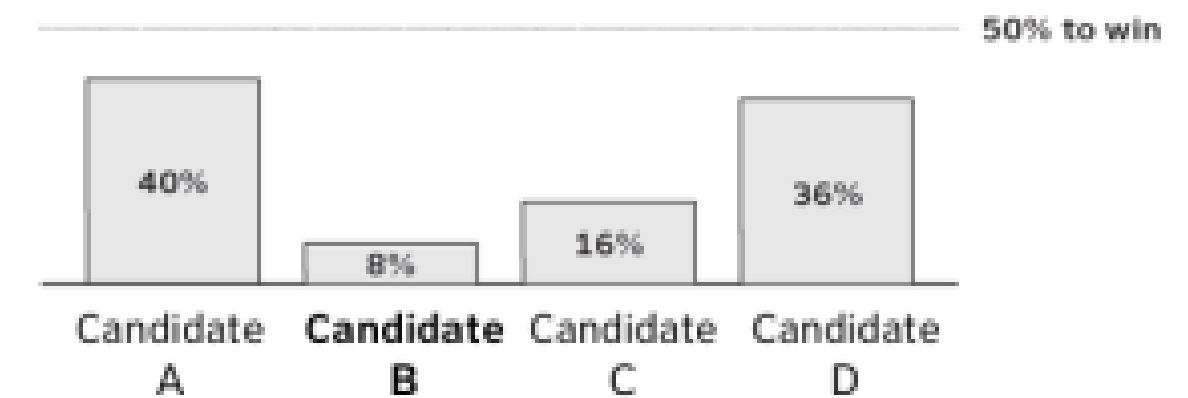
If not, the counting goes to Round 2.

Your 1st choice for Candidate B is counted.

	1st	2nd	3rd
A		●	
B	●		
C			
D			●

(Ballot Example)

When all the 1st choices are counted, Candidate A is leading, but there is no winner



Credit: Center for Civic Design

→ RCV Tabulation

Round 2

The candidate with the fewest votes is eliminated.

Ballots for that candidate are counted for their next choice (see illustration)

If your candidate has not been eliminated, your first choice still holds.

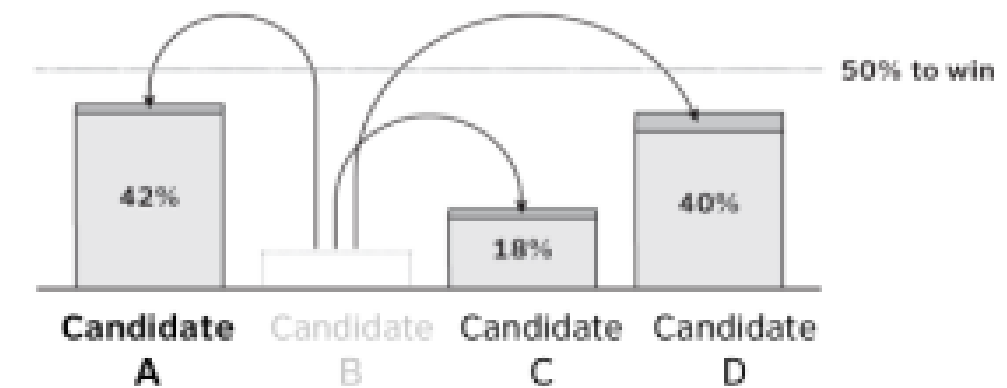
If a candidate gets 50% of the votes, they win. If not, the counting goes to Round 3.

Your next choice - for Candidate A - is counted.

	1st	2nd	3rd
A		●	
B	○		
C			
D			●

(Ballot Example)

Candidate B is eliminated. Those ballots are counted for the next choice. Still no winner.



Round 3 (and beyond)

The counting continues until there is a winner.

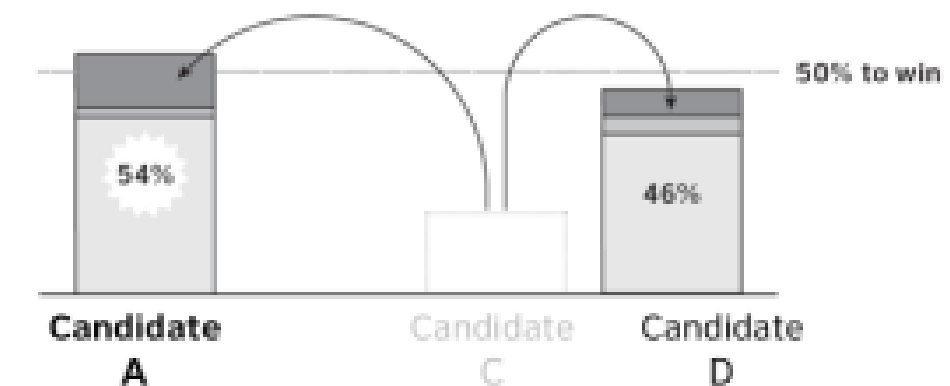
In each round the last place candidate is eliminated and their ballots counted for the next choice candidates.

With Candidate A still in the race, your vote does not change

	1st	2nd	3rd
A		●	
B	○		
C			
D			●

(Ballot Example)

Candidate C is eliminated. Those ballots are counted for the next choice. Candidate A wins.



Credit: Center for Civic Design



Example Voter Education

Voter Education video from
Multnomah County Elections

[Multnomah County Elections - Ranked Choice Voting](#)



Implications and Concerns for Crook County

Secretary of State's office will adopt rules to define the number of candidate choices to be ranked

Some other processes that will need to be in place whether by Rule or jurisdictional process:

- How ballot ranking choices for final tabulation will be transported or transferred to the "ranking" location
- How overvotes are treated
- How Logic and Accuracy testing (before and after tabulation) will be done
- How final audits, automatic hand counts, risk limiting audits, etc. will be conducted

The Oregon Association of County Clerks will be part of the rule making process.



Implications and Concerns for Crook County

- Increased costs to Crook County for tabulation software upgrade
- Ongoing increased costs to Crook County for ballot printing, mailing and processing
- Cost of voter education and maintaining community trust
- Concerns on testing the ranking portion of the system
- Ballot layout – space and various voting types per ballot
- Additional Clerk's Office staff time to process
- Ranking will not be done at the local level. Secretary of State to add department/staff to tabulate the ranking, if needed
- Potential IGAs and Coordination with other counties on shared districts



Questions

- Questions?

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):

The Giving Plate's
KID'S K  **RNER**
mobile pantry



AGES 1-17
**(BABY BUNDLES
FOR INFANTS)**

**LOW-
MODERATE
INCOME
FAMILIES**

**CHILDREN MUST
BE PRESENT TO
ACCESS
SERVICES**

**SATURDAYS
10AM-12PM**



**327 SE LYNN BLVD,
PRINEVILLE***



*We will be parked
outside of
Cristo es la Pena



The Giving Plate's
KID'S K  **RNER**



despensa móvil

**EDADES
1-17**
(PAQUETES DE
BEBÉ PARA BEBÉS)

**FAMILIAS DE
INGRESOS
BAJOS-
MODERADOS**

**LOS NIÑOS DEBEN
ESTAR PRESENTES
PARA ACCEDER A
LOS SERVICIOS DE
KKMP**

**SÁBADOS
10AM – 12PM**

.....

**327 SE LYNN BLVD,
PRINEVILLE***

.....

*Estaremos
estacionados afuera de
Cristo es la Peña





Crook County

Mailing: 300 NE 3rd Street • Prineville, Oregon 97754
Physical: 203 NE Court Street • Prineville, Oregon 97754
Phone (541) 447-6555

October 16, 2024

The Giving Plate
1245 SE 3rd St
Bend, OR 97702

Dear Giving Plate Team,

On behalf of the Crook County Board of Commissioners, we extend our heartfelt gratitude for the incredible work you are doing to address food insecurity in Central Oregon. Through your essential hunger-relief programs—the Grocery Program, Kid’s Korner, Kid’s Korner Mobile Pantry, and Backpacks for Bend—you are making a profound impact on the lives of thousands of individuals and families in our community.

The numbers alone are remarkable. Distributing 776,500 pounds of food in 2022, the equivalent of 501,000 meals, is a testament to your dedication and efficiency in addressing this critical need. By serving over 1,000 families monthly through your Grocery Program, you are not only providing vital nourishment but also delivering hope and dignity to those facing challenging circumstances.

We would also like to acknowledge the innovative approach of The Community Store, which opened in early 2024. By allowing families to "grocery shop" for free, based on their preferences, you are preserving their dignity and offering an experience that goes far beyond the traditional food pantry model. The Kid’s Korner Store is a wonderful extension of this effort, creating a delightful and empowering shopping experience for children in our region.

The introduction of the Kid’s Korner Mobile Pantry is another example of your commitment to ensuring that no child goes hungry. By providing food assistance to children ages 1-17, along with baby bundles for infants, you are directly addressing a vulnerable population in a meaningful and compassionate way. Your work is helping families in Prineville and the surrounding areas access the support they need, and we are incredibly grateful for the positive impact this has on our community.

Programs like Backpacks for Bend, which ensure children have nutritious meals on weekends, further demonstrate your dedication to creating a hunger-free future for all. Your comprehensive approach to food security goes beyond filling stomachs—it nurtures hope, dignity, and community resilience.

We are truly honored to have The Giving Plate as a partner in creating a stronger, more compassionate Central Oregon. Your commitment to eliminating hunger and supporting those in need is inspiring, and we are grateful for the profound difference you are making every day.

Thank you for your tireless efforts, and please know that the Crook County Board of Commissioners fully supports your mission and stands ready to assist in any way we can.

With sincere appreciation,

X	X	X
Seth Crawford County Commissioner	Brian Barney County Commissioner	Susan Hermreck County Commissioner