



CROOK COUNTY WORK SESSION AGENDA

Wednesday, November 12, 2025 at 9:00 am

**Crook County Administration Conference Room I 203 NE Court St. I
Prineville OR**

Members of the public and media are welcome to attend in person or via Zoom: Phone:
1-253-215-8782; Meeting ID: 962 4214 4333; Passcode: 970900

PUBLIC COMMENT

Please note that each speaker is limited to a maximum of five (5) minutes. This guideline helps ensure that everyone has an equal opportunity to speak.

DISCUSSION

1. Treasurer's Report for October 2025

Requester: Christina Haron
Finance Director

2. Sheriff's Office Monthly Update

Requester: Bill Elliott
Undersheriff

3. 2025-2027 IGA for the Financing of Local Public Health Services in Crook County Agreement #185807-4

Requester: Katie Plumb
Health and Human Services Director

4. Community Health Advisory Council Appointments

Requester: Katie Plumb
Health and Human Services Director

5. Off-Highway Vehicle (OHV) Road Ordinance Draft

Requester: Bryan Libel
Assistant County Counsel

6. Termination of Lease Agreement with Parks and Recreation District

Requester: Bryan Libel

MANAGER REPORT

COMMISSIONER UPDATES

EXECUTIVE SESSION

The Crook County Board of Commissioners will now meet in Executive Session under ORS 192.660(2)(f) To consider information or records that are exempt by law from public inspection.

Representatives 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 the Executive Session. At the end of the Executive Session, we will return to Open Session and welcome the audience back into the room.

7. ORS 192.660(2)(f) To consider information or records that are exempt by law from public inspection

NOTICE AND DISCLAIMER

The Crook County Board of Commissioners is the governing body of Crook County, Oregon, and holds work sessions 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 County Board of Commissioners for its next scheduled work session.

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 Board of Commissioners 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 300 NE 3rd 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 541-447-6555. Assistance to handicapped individuals is provided with advance notice.

Contact: Brian Barney (brian.barney@crookcountyor.gov (541) 447-6555) | Agenda published on 11/06/2025 at 8:58 AM



Agenda Item Request

Date:

November 4, 2025

Meeting date desired:

November 12, 2025 - discussion

Subject:

Treasurer's Report for October 2025

Background and policy implications:

The attached report provides the following information for the month of October 2025:

The amount of cash on hand in the custody of the county treasurer as county treasurer;

The banks in which such funds are deposited, with the amounts so deposited in each bank;

The security furnished the county by each bank to cover such deposits, and the interest rates paid on such deposits; and

A statement of the amount of outstanding warrant indebtedness of the county and the date up to which the county's warrant indebtedness has been redeemed.

Budget/fiscal impacts:

Requested by:

Christina Haron, CPA Finance Director

Presenters:

Christina Haron, CPA Finance Director

Legal review (only if requested):

NA

Elected official sponsor (if applicable):

NA

AGENDA ITEM REQUEST

**Date:**

November 5, 2025

Meeting date desired:

11/26/25

Subject:

Sheriff's Office Update

Background and policy implications:

Briefly provide the background of the item and the policy implications.

Budget/fiscal impacts:

Please note what the budget and fiscal impacts of the item are, e.g., provide the budgeted amount for the item and the actual cost. Explain any potential budget adjustments, if the actual cost is greater than budget.

Requested by:

Bill Elliott

Presenters:

Bill Elliott

Legal review (only if requested):

Need to discuss further – The desire is for department heads to be proactive with legal, financial, HR, etc., should legal review/initials be standard operating procedure? Should review/initials expand to finance, HR, IT, facilities, if applicable?

Elected official sponsor (if applicable):

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

October 2025 Comp Stats

Call type	10/25	10/24	Number Change	Percent	9/25
Person Crimes	17	27	-10	-58.82%	27
Property Crimes	18	13	5	27.78%	12
Community Crimes/problems	121	123	-2	-1.65%	108
Sex Crimes	7	9	-2	-28.57%	4
Mental Health (POH)	3	4	-1	-33.33%	4
Totals	166	176	-10	-6.02%	155
Arrests for the Sheriff's Office	10/25	10/24	Number Change	Percent	9/25
Adult Felony Arrests	3	7	-4	-133.33%	5
Adult Misdemeanor Arrests	15	15	0	0.00%	15
Juvenile Felony Arrests	0	0	0	0.00%	0
Juvenile Misdemeanor Arrests	1	1	0	0.00%	0
All Other Arrests	1	2	-1	50.00%	4
Totals	20	25	-5	-25.00%	24
Jail Stats	10/25	10/24	Number Change	Percent	9/25
Total Bookings	85	82	3	3.53%	82
Male	63	62	1	1.59%	67
Female	22	20	2	9.09%	15
DUII	15	10	5	33.33%	13
Assault	21	9	12	57.14%	26
Fail to Report as Sex Offender	0	0	0	0.00%	1
Jail Use of Force	2	1	1	50.00%	4
Suicide Attempts	0	0	0	0.00%	0
Suicide Watches	1	2	-1	-50.00%	3
Totals			0	#DIV/0!	82
Calls For Service (CFS)	10/25	10/24	Number Change	Percent	9/25
Total CFS	1208	1477	-269	-18.00%	1332
Self Initiated CFS	486	741	-255	-34.00%	445
Cases/Reports taken	77	90	-13	-16.88%	81
Justice Center Stats	10/25	10/24	Number Change	Percent	9/25
People Scanned	3393	N/A	N/A	N/A	2755
Knives	70	N/A	N/A	N/A	49
Pepper Spray	4	N/A	N/A	N/A	4
Taser	1	N/A	N/A	N/A	0
Gun	1	N/A	N/A	N/A	0
Flagged Security Cases	3	N/A	N/A	N/A	4
Incident Additional Deputy	13	N/A	N/A	N/A	9
Totals	3393	N/A	N/A	N/A	2755



AGENDA ITEM REQUEST

Date: 10/29/2025

Meeting date desired: 11/12 and/or 11/19

Subject: 2025-2027 IGA for the Financing of Local Public Health Services in Crook County Agreement #185807-4

Background and policy implications: Fourth amendment to Oregon Health Authority IGA with Crook County for the funding of local public health

Budget/fiscal impacts:

PE01-01: awarded remaining portion as anticipated and budgeted for (increase of \$27,034.25 for total FY26 award of \$33,991)

PE01-09: issued award as anticipated at a slightly high amount than budgeted for, due to fewer expenditures than anticipated in FY25. Total award issued \$79,568.17 (budgeted \$75,000). These funds must be spent by June 30, 2026 and will not be renewed (final spend down of COVID response funds)

PE1-01: awarded remaining portion as anticipated and budgeted for (increase \$19,661 for total FY26 award of \$69,594)

PE44-02: award increase by \$16,264

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):

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.

You can get this document in other languages, large print, braille, or a format you prefer free of charge. Contact the Contract Administrator at the contact information found below. We accept all relay calls.



Agreement #185807

**AMENDMENT TO OREGON HEALTH AUTHORITY
2025-2027 INTERGOVERNMENTAL AGREEMENT FOR THE
FINANCING OF PUBLIC HEALTH SERVICES**

This Fourth Amendment to Oregon Health Authority 2025-2027 Intergovernmental Agreement for the Financing of Public Health Services, effective July 1, 2025, (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 set of Program Element Description(s) set forth in Exhibit B of the Agreement

WHEREAS, OHA and LPHA wish to modify the Financial Assistance Award set forth in Exhibit C of the Agreement.

WHEREAS, OHA and LPHA wish to modify information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200 as set forth in Exhibit J of the 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:

AGREEMENT

1. This Amendment is effective on **October 1, 2025**, 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 A "Definitions", Section 18 "Program Element" is amended to replace the Program Element titles and funding source identifiers for Program Element 01 as follows:

PE NUMBER AND TITLE • SUB-ELEMENT(S)	FUND TYPE	FEDERAL AGENCY/ GRANT TITLE	CFDA#	HIPAA RELATED (Y/N)	SUB- RECIPIENT (Y/N)
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PE 01 State Support for Public Health

<u>PE 01-01</u> State Support for Public Health (SSPH)	GF	N/A	N/A	N	N
<u>PE01-07</u> ELC ED Contact Tracing	FF	Oregon 2020 Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases (ELC)	93.323	N	Y
<u>PE01-09</u> COVID-19 Active Monitoring	FF	Oregon 2020 Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases (ELC)	93.323	N	Y
<u>PE01-12</u> ACDP Infection Prevention Training	FF	Oregon 2020 Epidemiology & Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases (ELC)	93.323	N	Y

- b. Exhibit B, Program Element #50 “Safe Drinking Water Program” is hereby superseded and replaced by Attachment A attached hereto and incorporated herein by this reference.
 - c. Exhibit C, Section 1 of the Agreement, entitled “Financial Assistance Award” is hereby superseded and replaced in its entirety by Attachment B, entitled “Financial Assistance Award”, attached hereto and incorporated herein by this reference. Attachment B must be read in conjunction with Section 2 of Exhibit C.
 - d. Exhibit C, “Financial Assistance Award and Revenue and Expenditure Report” is hereby amended to update the email address to submit the Review and Expenditure Report on the report and in Line Item 2 of the instructions to OHA-PHD.ExpendRevReport@odhsoha.oregon.gov
 - e. 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 C, 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 Devon Thorson, Senior Assistant Attorney General, Tax and Finance Section, General Counsel Division, Oregon Department of Justice by email on August 11, 2025, 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
Exhibit B - Program Element Description(s)

Program Element #50: Safe Drinking Water Program

OHA Program Responsible for Program Element:

Public Health Division/Center for Health Protection/Drinking Water Services Section

1. Description.

Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below, to ensure safe drinking water.

The purpose of the Safe Drinking Water Program is to provide services to public water systems that result in reduced health risk and increased compliance with drinking water monitoring and Maximum Contaminant Level (MCL) requirements. The Safe Drinking Water Program reduces the incidence and risk of waterborne disease and exposure of the public to hazardous substances potentially present in drinking water supplies. Services provided through the Safe Drinking Water Program include investigation of occurrences of waterborne illness, drinking water contamination events, response to emergencies, Water Quality Alerts, technical and regulatory assistance, inspection of water system facilities, and follow up of identified deficiencies. Safe Drinking Water Program requirements also include reporting of data to OHA, Public Health Division, Drinking Water Services (DWS) necessary for program management and to meet federal Environmental Protection Agency (EPA) Safe Drinking Water Act program requirements.

- a. Funds provided under this Program Element are intended to enable LPHAs to assume primary responsibility for the regulatory oversight of designated public water systems located within the Partners' jurisdiction.
- b. The work described herein is designed to meet the following EPA National Drinking Water Objective as follows:

"91% of the population served by Community Water Systems will receive water that meets all applicable health-based drinking water standards during the year; and 90% of the Community Water Systems will provide water that meets all applicable health-based drinking water standards during the year."
- c. Public drinking water systems addressed in this Program Element include Community Water Systems, Non-Transient Non-Community Water System (NTNC), Transient Non-Community Water Systems Water Systems (TNC), and Oregon Very Small (OVS) Systems, serving 3,300 or fewer people and using Groundwater sources or purchased water.

This Program Element, and all changes to this Program Element are effective the first day of the month noted in the Issue Date of Exhibit C Financial Assistance Award unless

otherwise noted in Comments and Footnotes of Exhibit C of the Financial Assistance Award.

2. Definitions Specific to Safe Drinking Water Program

- a. **COMMUNITY WATER SYSTEM:** A public water system that has 15 or more service connections used by year-round residents, or that regularly serves 25 or more year-round residents.
- b. **CONTACT REPORT:** A form provided by DWS to LPHAs to document contact with water systems.
- c. **COLIFORM INVESTIGATION:** An evaluation to identify the possible presence of sanitary defects, defects in distribution system coliform monitoring practices, and the likely reason that the Coliform Investigation was triggered at the public water system.
- d. **DRINKING WATER SERVICES (DWS):** DWS is a program within OHA that administers and enforces state and federal safe drinking water quality standards for public water systems in the state of Oregon. DWS prevents contamination of public drinking water systems by protecting drinking water sources; assuring that public water systems meet standards for design, construction, and operation; inspecting public water systems and assuring that identified deficiencies are corrected; providing technical assistance to public water suppliers; providing financial assistance to construct safe drinking water infrastructure; and certifying and training water system operators.
- e. **GROUNDWATER:** Any water, except capillary moisture, beneath the land surface or beneath the bed of any stream, lake, reservoir or other body of surface water within the boundaries of this state, whatever may be the geologic formation or structure in which such water stands, flows, percolates, or otherwise moves.
- f. **LEVEL 1 COLIFORM INVESTIGATION:** An investigation conducted by the water system or a representative thereof. Minimum elements of the investigation include review and identification of atypical events that could affect distributed water quality or indicate that distributed water quality was impaired; changes in distribution system maintenance and operation that could affect distributed water quality (including water storage); source and treatment considerations that bear on distributed water quality, where appropriate (for example, whether a Groundwater system is disinfected); existing water quality monitoring data; and inadequacies in sample sites, sampling protocol, and sample processing. LPHAs review sanitary defects identified and approves corrective action schedules.
- g. **LEVEL 2 COLIFORM INVESTIGATION:** An investigation conducted by LPHAs and is a more detailed and comprehensive examination of a water system (including the system's monitoring and operational practices) than a Level 1 Coliform Investigation. Minimum elements include those that are part of a Level 1

investigation and additional review of available information, internal and external resources, and other relevant practices. Sanitary defects are identified and a schedule for correction is established.

- h. **MAXIMUM CONTAMINANT LEVEL (MCL) VIOLATION:** MCL violations occur when a public water system's water quality test results demonstrate a level of a contaminant that is greater than the established Maximum Contaminant Level.
- i. **MONITORING OR REPORTING (M/R) VIOLATION:** Monitoring or Reporting violations occur when a public water system fails to take any routine samples for a particular contaminant or report any treatment performance data during a compliance period, or fails to take any repeat samples following a coliform positive routine or where the public water system has failed to report the results of analyses to DWS for a compliance period.
- j. **NON-TRANSIENT NON-COMMUNITY WATER SYSTEM (NTNC):** A public water system that is not a Community Water System and that regularly serves at least 25 of the same persons over 6 months per year.
- k. **OHA:** Oregon Health Authority
- l. **OREGON VERY SMALL (OVS): SYSTEM** A public water system serving 4-14 connections or 10-24 people during at least 60 days per year.
- m. **SIGNIFICANT DEFICIENCIES:** Deficiencies identified during Water System Survey that have a direct threat pathway to contamination or inability to verify adequate treatment.
- n. **PRIORITY NON-COMPLIER (PNC):** Water systems with System Scores of 11 points or more.
- o. **PROFESSIONAL ENGINEER (PE):** A person currently registered as a Professional Engineer by the Oregon State Board of Examiners for Engineering and Land Surveying.
- p. **REGISTERED ENVIRONMENTAL HEALTH SPECIALIST (REHS):** A person currently registered as an Environmental Health Specialist by the Oregon Environmental Health Registration Board.
- q. **REGULATED CONTAMINANTS:** Drinking water contaminants for which Maximum Contaminant Levels, Action Levels, or Water Treatment Performance standards have been established under Oregon Administrative Rule (OAR) Chapter 333, Division 061.
- r. **SAFE DRINKING WATER INFORMATION SYSTEM (SDWIS):** USEPA's computerized safe drinking water information system database used by DWS.
- s. **SYSTEM SCORE:** A point-based value developed by USEPA, based on unaddressed violations for monitoring periods ending within the last five years, for assessing a water system's level of compliance.

- t. **TRANSIENT NON-COMMUNITY WATER SYSTEMS (TNC):** A public water system that serves a transient population of 25 or more persons.
- u. **USEPA or EPA:** United States Environmental Protection Agency.
- v. **WATER QUALITY ALERT:** A report generated by the SDWIS data system containing one or more water quality sample results from a public water system that exceed the MCL for inorganic, disinfection byproducts, or radiological contaminants, detection of any volatile or synthetic organic chemicals, exceeds one-half of the MCL for nitrate, any excursion minimum water quality parameters for corrosion control treatment, any positive detection of a microbiological contaminant, or any exceedance of lead or copper action levels.
- w. **WATER SYSTEM SURVEY:** An on-site review of the water source(s), facilities, equipment, operation, maintenance and monitoring compliance of a public water system to evaluate the adequacy of the water system, its sources and operations in the distribution of safe drinking water. Significant deficiencies are identified and a schedule for correction is established.

3. Alignment with Modernization Foundational Programs and Foundational.

The activities and services that the LPHAs have agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see [Oregon's Public Health Modernization Manual](http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf), (http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf):

- a. **Foundational Programs and Capabilities** (As specified in Public Health Modernization Manual)

Program Components	Foundational Program				Foundational Capabilities							
	CD Control	Prevention and health promotion	Environmental health	Population Health Direct	Access to clinical preventive	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
Asterisk (*) = Primary foundational program that aligns with each component						X = Foundational capabilities that align with each component						

Program Components	Foundational Program					Foundational Capabilities						
<i>X = Other applicable foundational programs</i>												
Emergency Response	X		*					X			X	X
Investigation of Water Quality Alerts	X		*						X			
Independent Enforcement Actions	X		*			X						
Technical Regulatory Assistance	X		*				X					X
Water System Surveys	X		*			X						
Resolution of Priority Non-compliers (PNC)	X		*			X						
Water System Survey Significant Deficiency Follow-ups	X		*			X						
Enforcement Action Tracking and Follow-up	X		*			X						
Resolution of Monitoring and Reporting Violations	X		*			X						
Inventory and Documentation of New Water Systems	X		*			X						

- b. The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Accountability Metric:

Not applicable

- c. The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Accountability Metrics, LPHA Process Measures:

Not applicable

4. Procedural and Operational Requirements.

By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, Partner agrees to conduct activities in accordance with the following requirements:

a. General Requirements. LPHAs must prioritize all work according to the relative health risk involved and according to system classification with Community Water Systems receiving the highest priority. All services supported in whole or in part with funds provided to LPHAs under this Program Element must be delivered in accordance with the following procedural and operational requirements:

b. Required Services:

- (1) Emergency Response: LPHAs must develop, maintain, and carry out a response plan for public water system emergencies, including disease outbreaks, spills, operational failures, and water system contamination. LPHAs must notify DWS in a timely manner of emergencies that may affect drinking water supplies.
- (2) Independent Enforcement Actions: LPHAs must take independent enforcement actions against licensed facilities that are also public water systems as covered under the following OAR Chapters and Divisions: 333-029, 333-030, 333-031, 333-039, 333-060, 333-062, 333-150, 333-162, and 333-170. LPHAs must report independent enforcement actions taken and water system status to DWS using the documentation and reporting requirements specified in this Program Element Description.
- (3) Computerized Drinking Water System Data Base: LPHAs must maintain access via computer to DWS's Data On-line website. Access via computer to DWS's Data On-line is considered essential to carry out the program effectively.
- (4) Technical and Regulatory Assistance: LPHAs must provide technical and regulatory assistance in response to requests from water system operators for information on and interpretation of regulatory requirements. LPHAs must respond to water system complaints received as appropriate or as requested by DWS.
- (5) Investigation of Water Quality Alerts: LPHAs must investigate all Water Quality Alerts for detections of Regulated Contaminants at community, NTNC, TNC, and OVS Systems.
 - (a) Immediately following acute MCL alerts (E.coli, Nitrate, and Arsenic), LPHAs must consult with and provide advice to the water system operator on appropriate actions to ensure that follow-up sampling is completed, applicable public notices are distributed, and that

appropriate corrective actions are initiated. LPHAs must submit a Contact Report to DWS within 2 business day of the alert date.

- (b) For all other alerts, LPHAs must promptly consult with and provide advice to the subject water system operator on appropriate actions to ensure that follow-up sampling is completed, applicable public notices are distributed, and that appropriate corrective actions are initiated. LPHAs must submit a Contact Report to DWS within 6 business days of the alert date.

5. Conduct Level 2 Coliform Investigations:

After a Level 2 investigation is triggered by DWS, LPHAs must conduct a water system site visit (or equivalent), complete the Level 2 Coliform Investigation form and must submit to DWS within 30 days of triggered investigation date.

6. Water System Surveys:

LPHAs must conduct a survey of each CWS within LPHA's jurisdiction every three years, or as otherwise scheduled by DWS; and each NTNC and TNC water system within LPHA's jurisdiction every five years or as otherwise scheduled by DWS. Surveys must be completed on forms provided by DWS using the guidance in the Water System Survey Reference Manual and using the cover letter template provided by DWS. Cover letter and survey forms must be submitted to DWS and water systems within 45 days from site visit completion.

7. Resolution of Priority Non-compliers (PNC):

LPHAs must review PNC status of all water systems at least monthly and must contact and provide assistance to community, NTNC, and TNC water systems that are Priority Non-compliers (PNCs) as follows:

- a. LPHAs must review all PNCs at three months after being designated as a PNC to determine if the water system can be returned to compliance within three more months.
- b. If the water system can be returned to compliance within three more months, LPHAs must send a notice letter to the owner/operator (copy to DWS) with a compliance schedule listing corrective actions required and a deadline for each action. LPHAs must follow up to ensure corrective actions are implemented.
- c. If it is determined the water system cannot be returned to compliance within six months or has failed to complete corrective actions in (b) above, LPHAs must prepare and submit to DWS a written request for a formal enforcement action, including Partners' evaluation of the reasons for noncompliance by the water supplier. The request must include the current owner's name and address, a compliance schedule listing corrective actions required, and a deadline for each action. LPHAs must distribute a copy of the enforcement request to the person(s) responsible for the subject water system's operation.

8. Level 1 Coliform Investigation Review:

After a Level 1 Coliform Investigation is triggered by DWS, LPHAs must contact the water system and inform them of the requirements to conduct the investigation. Upon completion of the investigation by the water system, LPHAs must review it for completeness, concur with proposed schedule, and submit the completed form to DWS within 30 days of triggered investigation date.

9. Water System Survey Significant Deficiency Follow-ups:

LPHAs must follow-up on significant deficiencies and rule violations in surveys on community, NTNC, and TNC water systems. Deficiencies include those currently defined in the DWS-Drinking Water Program publication titled Water System Survey Reference Manual.

- a. After deficiencies are corrected, LPHAs must prepare a list of the deficiencies and the dates of correction and submit to DWS within 30 days of correction.
- b. If any deficiencies are not corrected by the specified timeline, LPHAs must follow up with a failure to take corrective action letter.
- c. For Significant Deficiencies, LPHAs must ensure that the deficiencies are corrected by the specified timeline or are on approved corrective action plan. LPHAs must submit the approved corrective action plan to DWS within 30 days of approval. After the deficiencies are corrected LPHAs must prepare a list of the deficiencies and the dates of correction and submit to DWS within 30 days of correction. If Significant Deficiencies are not corrected by specified timeline, LPHAs must ensure the water system carries out public notice.

10. Enforcement Action Tracking and Follow-up:

For community, NTNC and TNC water systems, after DWS issues an enforcement action, LPHAs must monitor the corrective action schedule, and verify completion of each corrective action by the water supplier. LPHAs must document all contacts and verifications and submit documentation to the DWS. LPHAs must document any failure by the water supplier to meet any correction date and notify the DWS within 30 days. LPHAs must notify DWS when all corrections are complete and submit the notice within 30 days.

11. Resolution of Monitoring and Reporting Violations:

- a. LPHAs must contact and provide assistance at community, NTNC, and TNC water systems to resolve (return to compliance) non auto-RTC violations for bacteriological, chemical, and radiological monitoring. Violation responses must be prioritized according to water system's classification, System Score, and violation severity.

- b. Contact the water supplier, determine the reasons for the noncompliance, consult with and provide advice to the subject water system operator on appropriate actions to ensure that violations are corrected in a timely manner.
- c. Submit Contact Reports to DWS regarding follow-up actions to assist system in resolving (returning to compliance) the violations.

12. **Inventory and Documentation of New Water Systems:**

LPHAs must inventory existing water systems that are not in the DWS inventory as they are discovered, including OVS Systems, using the forms designated by DWS. LPHAs must provide the documentation to DWS within 60 days of identification of a new or un-inventoried water system. Alternatively, LPHAs may perform a Water System Survey (for systems other than OVS) to collect the required inventory information, rather than submitting the forms designated by DWS. Additionally, LPHAs must make timely changes to DWS's SDWIS computer database inventory records of public water systems to keep DWS's records current, including OVS systems.

13. **Summary of Required Services Based on Water System Type**

	CWS	NTNC	TNC	OVS
Independent Enforcement Actions	X	X	X	
Computerized Drinking Water System Data Base	X	X	X	X
Technical and Regulatory Assistance	X	X	X	
Investigation of Water Quality Alerts	X	X	X	
Conduct Level 2 Coliform Investigations	X	X	X	
Water System Surveys	X	X	X	
Resolution of Priority Non-compliers (PNC)	X	X	X	
Level 1 Coliform Investigation Review	X	X	X	
Water System Survey Significant Deficiency Follow-ups	X	X	X	
Enforcement Action Tracking and Follow-up	X	X	X	
Resolution of Monitoring and Reporting Violations	X	X	X	
Update and maintain inventory and documentation of new and existing water systems	X	X	X	X

14. **Staffing Requirements and Qualifications.**

- a. LPHAs must develop and maintain staff expertise necessary to carry out the services described herein.
- b. Partners' staff must maintain and assimilate program and technical information provided by DWS, attend drinking water training events provided by DWS, and maintain access to information sources as necessary to maintain and improve staff expertise.
- c. LPHAs must hire or contract with personnel registered as Environmental Health Specialists or Professional Engineers with experience in environmental health to carry out the services described herein.

15. General Revenue and Expense Reporting.

LPHAs must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of this Agreement. A separate report must be filed for each applicable Program Element and any sub-elements. These reports must be submitted to OHA each quarter on the following schedule:

Fiscal Quarter	Due Date
First: July 1 – September 30	October 30
Second: October 1 – December 31	January 30
Third: January 1 – March 31	April 30
Fourth: April 1 – June 30	August 20

16. Program Reporting Requirements.

- a. **Documentation of Field Activities and Water System Contacts.** LPHAs must prepare and maintain adequate documentation written to meet a professional standard of field activities and water system contacts as required to:
 - (1) Maintain accurate and current public water system inventory information.
 - (2) Support formal enforcement actions.
 - (3) Describe current regulatory status of water systems.
 - (4) Guide and plan program activities.
- b. **Minimum Standard for Documentation.** LPHAs must, at a minimum, prepare and maintain the following required documentation on forms supplied by DWS:
 - (1) Water System Surveys, cover letters, and significant deficiencies: must be submitted on DWS forms to DWS and water system within 45 days of site visit completion.
 - (2) Level 1 and Level 2 Coliform Investigation forms: must submit on DWS forms to DWS within 30 days of investigation trigger.
 - (3) Water system Inventory, entry structure diagram, and source information updates: must submit on DWS forms to DWS within 6 business days of completion.
 - (4) Field and office contacts in response to complaints, PNCs, violations, enforcement actions, regulatory assistance, requests for regulatory information: must submit Contact Reports to DWS within 2 business days of alert generation for MCL alerts, and 6 business days for all other alerts and contact made with water systems.
 - (5) Field and office contacts in response to water quality alerts: 1) for acute MCL alerts (E.coli, Nitrate, and Arsenic), must submit Contact Reports to DWS within 2 business days of alert; and 2) for all other alerts, must submit to DWS within 6 business days of alert.

- (6) Waterborne illness reports and investigations: must submit Contact Report to DWS within 2 business day of conclusion of investigation.
- (7) All correspondence with public water systems under Partners' jurisdiction and DWS: submit Contact Reports within 6 business days of correspondence to DWS.
- (8) Documentation regarding reports and investigations of spills and other emergencies affecting or potentially affecting water systems: must submit Contact Reports to DWS within 2 business days.
- (9) Copies of public notices received from water systems: must submit to DWS within 6 business days of receipt.

17. **DWS Audits.**

LPHAs must give DWS free access to all Partner records and documentation pertinent to this Agreement for the purpose of DWS audits.

18. **Performance Measures.**

LPHAs must operate the Safe Drinking Water Program in a manner designed to make progress toward achieving the following measure: Ninety Percent of Community Water Systems that meet health-based standards. DWS will use three performance measures to evaluate Partners' performance as follows:

- a. **Water System Surveys completed.** Calculation: number of surveys completed divided by the number of surveys required per year.
- b. **Water Quality Alert responses.** Calculation: number of alerts responded to divided by the number of alerts generated.
- c. **Resolution of PNCs.** Calculation: number of PNCs resolved divided by the total number of PNCs.

19. **Responsibilities of DWS.**

The intent of this Program Element description and associated funding award is to enable LPHAs to independently conduct an effective local drinking water program. DWS recognizes its role to provide assistance and program support to LPHAs to foster uniformity of statewide services. DWS agrees to provide the following services to Partners. In support of local program services, DWS will:

- a. Distribute drinking water program and technical information on a monthly basis to Partners.
- b. Sponsor at least one annual 8-hour workshop for Partners' drinking water program staff at a central location and date to be determined by DWS. DWS will provide workshop registration, on-site lodging, meals, and arrange for continuing education unit (CEU) credits. LPHAs are responsible for travel expenses for Partner

- staff to attend. Alternatively, at the discretion of the DWS, the workshop may be web-based.
- c. Sponsor at least one regional 4-hour workshop to supplement the annual workshop. DWS will provide training materials and meeting rooms. LPHAs are responsible for travel expenses for its staff to attend. Alternatively, at the discretion of the DWS, the workshop may be web-based.
 - d. Provide LPHAs with the following information by the listed method:
 - (1) Immediate Email Notification: Water Quality Alert data, plan review correspondence
 - (2) Monthly Email Notification: Violations, System Scores, PNCs Continuously: Via Data On-line listings of PNCs, individual water system inventory and water quality data, compliance schedules, and individual responses for request of technical assistance from Partners.
 - (3) Immediate Phone Communication: In circumstances when the DWS technical contact assigned to a Partner cannot be reached, DWS will provide immediate technical assistance via the Portland phone duty line at 971-673-0405.
 - e. Support electronic communications and data transfer between DWS and LPHAs to reduce time delays, mailing costs, and generation of hard copy reports.
 - f. Maintain sufficient technical staff capacity to assist Partners' staff with unusual drinking water problems that require either more staff than is available to LPHAs for a short time period, such as a major emergency, or problems whose technical nature or complexity exceed the capability of Partners' staff.
 - g. Refer to LPHAs all routine inquiries or requests for assistance received from public water system operators for which LPHAs are responsible.
 - h. Prepare formal enforcement actions against public water systems in the subject County, except for licensed facilities, according to the priorities contained in the current State/EPA agreement.
 - i. Prepare other actions against water systems as requested by LPHAs in accordance with the Oregon Administrative Rules Oregon Health Authority, Public Health Division Chapter 333, Division 61.

Attachment B
Exhibit C - Financial Assistance Award

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 Wednesday, October 1, 2025	This Action Amendment
		FY 2026
	3) Award Period From July 1, 2025 through June 30, 2026	

4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE01-01	State Support for Public Health	\$6,956.75	\$27,034.25	\$33,991.00
PE01-09	COVID-19 Active Monitoring - ELC	\$0.00	\$79,568.17	\$79,568.17
PE01-12	ACDP Infection Prevention Training	\$1,517.82	\$0.00	\$1,517.82
PE03	Tuberculosis Case Management	\$3,800.00	\$0.00	\$3,800.00
PE12-01	Public Health Emergency Preparedness and Response (PHEP)	\$49,933.00	\$19,661.00	\$69,594.00
PE13	Tobacco Prevention and Education Program (TPEP)	\$250,000.14	\$0.00	\$250,000.14
PE36	Alcohol & Drug Prevention Education Program (ADPEP)	\$61,250.00	\$0.00	\$61,250.00
PE36-01	OSPTR Board Primary Prevention Funding	\$49,741.00	\$0.00	\$49,741.00
PE40-01	WIC NSA: July - September	\$48,296.00	\$0.00	\$48,296.00
PE40-02	WIC NSA: October - June	\$144,889.00	\$0.00	\$144,889.00
PE40-05	Farmer's Market	\$1,580.00	\$0.00	\$1,580.00
PE42-03	MCAH Perinatal General Funds & Title XIX	\$6,408.00	\$0.00	\$6,408.00
PE42-04	MCAH Babies First! General Funds	\$7,124.00	\$0.00	\$7,124.00
PE42-11	MCAH Title V	\$22,079.00	\$0.00	\$22,079.00
PE42-12	MCAH Oregon Mothers Care Title V	\$8,579.00	\$0.00	\$8,579.00

4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE43-01	Public Health Practice (PHP) - Immunization Services	\$10,817.00	\$0.00	\$10,817.00
PE44-01	SBHC Base	\$65,000.00	\$0.00	\$65,000.00
PE44-02	SBHC - Mental Health Expansion	\$113,236.00	\$16,264.00	\$129,500.00
PE46-05	RH Community Participation & Assurance of Access	\$17,043.00	\$0.00	\$17,043.00
PE50	Safe Drinking Water (SDW) Program (Vendors)	\$40,665.45	\$0.00	\$40,665.45
PE51-01	LPHA Leadership, Governance and Program Implementation	\$307,578.00	\$0.00	\$307,578.00
PE51-05	CDC PH Infrastructure Funding	\$10,530.52	\$0.00	\$10,530.52
PE62	Overdose Prevention-Counties	\$142,076.00	\$0.00	\$142,076.00
PE81-01	HIV/STI Statewide Services (HSSS) Federal Funds	\$9,047.00	\$0.00	\$9,047.00
PE81-02	HIV/STI Statewide Services (HSSS) Program Income	\$43,857.00	\$0.00	\$43,857.00
		\$1,422,003.68	\$142,527.42	\$1,564,531.10

5) Foot Notes:	
PE01-01	07/2025: funding available 7/1/25-9/30/25 only.
PE01-01	10/2025: Prior footnote dated 07/2025 null and void.
PE40-01	07/2025: funds available 7/1/25-9/30/2025 only
PE40-02	07/2025: funds available 10/1/25-6/30/26 only
PE42-11	07/2025: Indirect rate caps at 10%.
PE42-12	07/2025: Indirect rate caps at 10%.

6) Comments:	
PE01-09	10/2025: Rollover unspent SFY25 funds of \$79,568.17
PE36	08/2025: Prior comment null and void 07/2025: \$15,312.50 available 7/1/25 - 9/30/25 only.
PE36-01	08/2025: Increase of SFY26 funds of \$1,329 per grantee request 07/2025: rollover unspent SFY25 funds of \$48,412
PE51-05	09/2025: Rollover unspent SFY25 funds of \$10,530.52.
PE62	07/2025: \$43,297 available 7/1/25-8/31/2025 only (including \$30,000 rollover from SFY25); \$5,382 available 7/1/25-9/30/25 only; \$66,485 available 9/1/2025-6/30/2026 only; \$26,912 available 10/1/2025-6/30/2026 only
PE81-01	07/2025: \$8,293 available 7/1/25-5/31/26 only; \$754 available 6/1/26-6/30/26 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 C**Exhibit J - Information required by CFR Subtitle B with guidance at 2 CFR Part 200****PE01-09 COVID-19 Active Monitoring - ELC**

Federal Award Identification Number:	NU50CK000541
Federal Award Date:	10/13/23
Budget Performance Period:	08/01/2023-07/31/2026
Awarding Agency:	CDC
CFDA Number:	93.323
CFDA Name:	Epidemiology and Laboratory Capacity for Infectious Diseases (ELC)
Total Federal Award:	2,486,047.00
Project Description:	Oregon 2020 Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases (ELC)
Awarding Official:	Zoe Kaplan
Indirect Cost Rate:	17.64%
Research and Development (T/F):	FALSE
HIPPA	No

Agency	UEI	Amount	Grand Total:
Crook	W2NEWLAM2YM6	\$79,568.17	\$79,568.17

PE12-01 Public Health Emergency Preparedness and Response (PHEP)

Federal Award Identification Number:	NU90TU000054
Federal Award Date:	06/26/25
Budget Performance Period:	07/01/25-06/30/26
Awarding Agency:	CDC
CFDA Number:	93.069
CFDA Name:	PHEP
Total Federal Award:	631,089
Project Description:	PHEP Cooperative Agreement
Awarding Official:	Rachel Forche
Indirect Cost Rate:	16.96
Research and Development (T/F):	FALSE
HIPPA	No

Agency	UEI	Amount	Grand Total:
Crook	W2NEWLAM2YM6	\$69,594.00	\$69,594.00



AGENDA ITEM REQUEST

Date: 11/3/2025

Meeting date desired: 11/12/2025

Subject: Community Health Advisory Council Appointments

Background and policy implications: The Community Health Advisory Council (CHAC) is a legislatively mandated advisory body to the Crook County Board of Commissioners (BOC) regarding behavioral and public health issues.

October 6, 2025 Regular Meeting agenda included review of applicants for appointment to the CHAC. Four (4) applications were reviewed at this meeting (Tom Evans, Rita Rhoden, Emilee Jerome, Grant Hayball) and received unanimous support for recommending them all for consideration by the Board of Commissioners for appointment.

A Special Meeting was convened November 3, 2025, to review an application for appointment that was received the last day of recruitment (October 6th) after the Regular Meeting was held. Audra Oliver's application was reviewed and unanimously supported for recommendation for consideration by the BOC for appointment.

Budget/fiscal impacts:

None

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):

None

Elected official sponsor (if applicable):

GENERAL APPLICATION TO SERVE ON A CROOK COUNTY COURT-APPOINTED BOARD OR COMMITTEE

Position applied for:

Name:

Address:

Phone Number:

Email:

Please list any relevant experience you may have that would make you effective in the position:

Familiar with central Oregon health care providers from 12-years living in the community. Beyond a community member, I hope that I have developed awareness of issues from sources beyond personal experience. *personal*

Why do you wish to serve in this position?

Concern for the availability of health care in central Oregon in particular and Oregon in general. We support the medical community and the general citizens of the county.
Recent and continued changes in structure for example pharmacies

GENERAL APPLICATION TO SERVE ON A CROOK COUNTY COURT-APPOINTED BOARD OR COMMITTEE

Position applied for:

Name:

Address:

Phone Number:

Email:

Please list any relevant experience you may have that would make you effective in the position:

Why do you wish to serve in this position?

A letter of interest may be submitted in lieu of this form

GENERAL APPLICATION TO SERVE ON A CROOK COUNTY COURT-APPOINTED BOARD OR COMMITTEE

Position applied for:

Name:

Address:

Phone Number:

Email:

Please list any relevant experience you may have that would make you effective in the position:

Why do you wish to serve in this position?

GENERAL APPLICATION TO SERVE ON A CROOK COUNTY COURT-APPOINTED BOARD OR COMMITTEE

Position applied for:

Name:

Address:

Phone Number:

Email:

Please list any relevant experience you may have that would make you effective in the position:

Why do you wish to serve in this position?

A letter of interest may be submitted in lieu of this form

GENERAL APPLICATION TO SERVE ON A CROOK COUNTY COURT-APPOINTED BOARD OR COMMITTEE

Position applied for:

Name:

Address:

Phone Number:

Email:

Please list any relevant experience you may have that would make you effective in the position:

I currently serve as the Veteran Service Officer for Crook County. In my daily duties, I assist veterans and their families navigate healthcare issues and needs. I also serve on the Central Oregon High Risk team, the Central Oregon Veteran Resource Panel, the Oregon Veteran Village as well as serve as a Member-at-Large on the Oregon County and Tribal Veteran Service Officer Association. I also served 6 years in the military so I not only can I act as an advocate but also have experience as a peer navigating the veteran healthcare system. Prior to the military, I worked as an EMT in the 911 system so I am familiar with challenges faced by 911 providers.

Why do you wish to serve in this position?

I wish to serve in this position in order to improve healthcare access and outcomes for veterans in our community. Crook County has the second highest veteran population per capita in Oregon. When including their direct family, this population makes up a significant portion of our population. Through serving on the committee, I would hope to represent not only our veterans, but also their families in achieving the best possible outcomes in regard to health. I would also like to utilize my experience working within the 911 system to implement plans for better emergency health services within the county.



AGENDA ITEM REQUEST

Date:

November 3, 2025

Meeting date desired:

November 12, 2025

Subject:

Draft Off-Highway Vehicle (OHV) Road Ordinance

Background and policy implications:

At the September 24, 2025, work session, Mathew Miller of Octane Adventures requested OHV use of County road for guided tours on nearby public land. The Board of Commissioners expressed interest in considering an ordinance that allowed limited OHV County road use to reach public lands for recreational purposes.

Budget/fiscal impacts:

Road and Community Development Depts. to coordinate how to collect a code enforcement fee and issue OHV County road use license.

Requested by:

Bryan Libel, Assistant County Counsel

Presenters:

Bryan Libel

Legal review (only if requested):

Legal drafted

Elected official sponsor (if applicable):

N/A

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

**AMENDMENT TO CROOK
COUNTY CODE TO AUTHORIZE
LIMITED OFF-HIGHWAY
VEHICLE USE OF COUNTY
ROADS AND ESTABLISH RULES
AND PROCEDURES**

ORDINANCE 356

WHEREAS, the County supports outdoor recreation, local businesses, and a growing economy to bring about employment, housing, and other amenities, while maintaining a rural quality of life; and

WHEREAS, fifty percent of Crook County is comprised of public lands and the County is supportive of the use of certain roads to help access these public lands for recreational purposes; and

WHEREAS, the County deems traffic safety important and prioritizes it in County decisions.

NOW, THEREFORE, the County Board of Commissioners ordains as follows:

Section One: The above recitals are adopted into and made a part of this Ordinance No. 356 as the County's findings of fact.

Section Two: Crook County Code chapter 10.16, "Off- Highway Vehicle Road Use," is added.

Section Three: Crook County Code Section, 10.16.010, "Purpose," is added to read:

"To identify the requirements and procedures for the County to issue a license to commercial entities to use Off-Highway Vehicles (OHV) on a County road to gain access to public lands for recreational purposes."

Section Four: Crook County Code section 10.16.020, “Off-Highway Vehicles Prohibited on County Roads, Exceptions,” is added to read:

“Use of OHVs on County roads are prohibited except when a commercial entity has a valid County license issued under this chapter to use a County road to access public lands for recreational purposes or when an OHV owner or operator is performing agricultural duties and a slow moving sign is affixed to the OHV.”

Crook County Code section 10.16.030, “Definitions,” is added to the Crook County Code chapter use 9 is added to read:

- A. “County is Crook County, a political subdivision of the State of Oregon.
- B. County road, as defined by CC 17.36.010(2)(b), is a road that has been accepted as a “county road” by formal action of the county court. The County road may or may not be maintained by the County.
- C. Good operating condition means an OHV is fully functional, reliable, and safe for its intended use, free from significant defect.
- D. Licensee is a commercial entity who the County has issued a license to access and use a designated portion of County road solely to access public lands for recreational purposes.
- E. Off-Highway Vehicles (OHV) is a motor vehicle predominately used for recreation, construction, farming, and ranching on unimproved roads, trails, and other terrain. These may include but not be limited to:
 - 1. Recreational Off-Highway Vehicles (ROVs) are built for off-road recreational use and have characteristics that include side-by-side bucket seating, roll cages and seat belts, steering wheel controls, four-wheel or all-wheel drive, and advanced suspension systems.
 - 2. Utility Task Vehicles (UTVs) often are referred to as side-by-sides because of their typical side-by-side seating for two to six passengers. The characteristics of UTVs include side-by-side seating, roll cages and seat belts, four-wheel or all-wheel drive, and cargo space.
 - 3. All-Terrain Vehicles (ATVs) are commonly referred to as four-wheelers or quad bikes. They have motorcycle-like seating, handlebar steering and four large, low-pressure tires that provide enhanced traction. They are open-air vehicles and do not have roll cages or any other protective structures. The characteristics of ATVs are four-wheel or two-wheel drive, high ground clearance, and handlebar steering.”

Section Five: Crook County Code section 10.16.040, “Requirements,” is added to read:

“For a license to be issued under this chapter, the following requirements must be met.

- A. The OHV(s) to be used must either be a ROV or UTV. ATVs are not eligible to be used in conjunction with a license issued under this chapter.
- B. The OHV(s) must have seatbelts for the driver and all passengers, passenger cabin or rollover cage, steering wheel, foot pedals, headlights, taillights, brake lights, turn signals, emergency flashers, horn, mirrors,

and a first aid kit. The OHV(s) must be well-maintained and all of its safety features must be in good operating condition.

C. License applicant must require OHV drivers must be 21 years of age, possess a valid Driver's License, and complete OHV safety training prior accessing or using a County road under this chapter. The licensee applicant also must require OHV passengers to be 12 years of age.

E. License applicant must show proof of a valid public land use or access permit. A license issued under this chapter will expire when the public land permit expires or two years from date of issuance, whichever is sooner.

F. License applicant must show proof of commercial liability insurance, on a per occurrence basis, that covers bodily injury and property damage with minimum per occurrence and aggregate limits not less than the limited described in the Oregon Tort Claims Act for a local public entity, as those limits may change from time to time, and names Crook County as an additional insured.

G. A. License applicant must show proof of automobile collision insurance, on a per occurrence basis, that covers bodily injury and property damage with minimum per occurrence and aggregate limits not less than the limited described in the Oregon Tort Claims Act for a local public entity, as those limits may change from time to time, and names Crook County as an additional insured.

H. License applicant must show proof of safety operating procedures that drivers, passengers, and guides must follow while traveling on County roads with OHVs."

Section Six: Crook County Code section 10.16.050, "Procedures," is added to read:

"This section establishes procedures to apply for a license under this chapter and for how the County is to review, approve, or deny a license application.

A. A license applicant shall provide the following information when applying for a license under this chapter.

1. Commercial entity's business name, agent's full name, mailing address, phone number, e-mail address.

2. Year, make and model of OHV(s).

3. County road name or number on which the OHV(s) to be used.

4. Number of OHVs traveling on a County road at one time.

5. Number of times OHV(s) would travel on a County road per day and per week.

6. Days per week OHV(s) would travel on a County road.

7. Proof of commercial liability insurance that meets the requirements under this chapter.

8. Proof of commercial entity's valid public land use or access permit.

9. Copy of commercial entity's safety operating procedures that require OHV drivers to be at least 21 years of age, possess a valid Driver's License, and complete OHV safety training prior to using a County road

under this chapter. The safety operating procedures also must require OHV passengers to be at least 12 years of age.

B. During the application process and during the duration of any license, the applicant is responsible for updating the County in writing of any of the information described in subsection (A) above is changed. The County may rely on such information as is provided by the applicant for all purposes until the applicant has affirmatively informed the County of any change.

C. The County Road department is responsible for administering the license program under this chapter. It will review, approve, or deny license applications in accordance with this chapter within 15 business days of receipt and provide a copy of issued licenses to the Crook County Sheriff's Office. The County will maintain records on issued licenses and applications in accordance with state records retention law. The County will approve a license application if it meets all the requirements under this section, shall include the license terms and conditions set forth in this chapter, and may include one or more of the following use restrictions related to safety and/or weather conditions.

1. Limit County road use to certain months of the year.
2. Limit County road use to certain times during the day.
3. Limit County road use to certain days of the week.
4. Prohibit County road use during icy, foggy, snowy, and/or freezing conditions.

D. The County Road department shall charge a code enforcement fee in accordance with the County fee schedule to administer and enforce the license program under this chapter. The County department may not charge an admission or access fee for use of the County road.

E. The County may revoke an issued license for a violation of any term, condition, prohibition, restriction, or requirement of this chapter. The County shall inform the licensee of the revocation and the reason for it in writing by U.S. Mail or electronic mail. The license revocation procedures described in Crook County Code section 8.16 is the exclusive procedure for Crook County and licensee for all matters described therein."

F. Once issued, no license may be transferred.

G. The application will be presented to the Board of County Commissioners for consideration. The Board will hold a public hearing, and invite public comment prior to deciding whether to approve, conditionally approve, or deny the application.

Section Seven: Crook County Code section 10.16.060, "License Terms and Conditions," is added to read:

"The terms and conditions of a license issued under this chapter are:

A. The County road used pursuant to the license issued under this chapter is not improved, designed, or maintained for the specific purpose of providing access for recreational purposes and said use of the

County road is "as is" and at licensee's, drivers' and passengers' own risk. Licensees, drivers, and passengers using a County road pursuant to this chapter shall be vigilant of visibility and traffic and weather conditions and exercise reasonable care at all times.

B. Licensee and licensee's OHV drivers shall access and use only the part(s) of the County road and only during the months, days, and/or times identified in the license.

C. Licensee and licensee's OHV drivers shall comply with all prohibitions, restrictions, and requirements identified in the license.

D. Licensee shall maintain the OHV(s) and all required safety features in good operating condition.

E. Licensee shall maintain the required commercial liability insurance and a valid public land use/access permit for the duration of the license period.

F. Licensee shall keep a copy of a valid license issued under this chapter in at least one OHV accessing or using a County road and at the licensee's local place of business.

G. Licensee shall assume defense of, indemnify, and hold harmless the County, its officials, agents, employees, volunteers, and agents from all claims, liability, loss, damage and injury of every kind, nature and description, directly or indirectly resulting from use of the County road by licensee and/or licensee's OHV drivers and passengers, or the acts, omissions, operations, or conduct of the County, irrespective of whether any act, omission or conduct of the County connected with the County road or its condition is a condition or contributory cause of the claim, liability loss, damage or injury, and irrespective of whether act, omission, or conduct of the County is merely a condition rather than a cause of a claim, liability, loss damage or injury.

H. Such other conditions as the Board of Commissioners may proscribe.

I. The approval of any permit is expressly conditioned upon the applicant consenting to the personal jurisdiction of Oregon court for any matter related to the license and this Chapter 10.16."

Section Eight: Crook County Code section 10.16.070, "Appeals," is added to read:

"An applicant or licensee may appeal a County department decision under this chapter to the Crook County Board of Commissioners by sending a written appeal to the County Manager. The Board of Commissioners will review the County decision for compliance with the County Code. The Board of Commissioners may uphold, overturn or modify the County department decision. A decision of the Board of Commissioners under this chapter shall be reviewable by the circuit court of the state of Oregon for the county of Crook, solely and exclusively by writ of review under the provisions of ORS 34.010 through 34.100.."

First Reading: _____

Second Reading: _____

Dated this _____ day of _____, 2025.

Commissioner Brian Barney

Commissioner Susan Hermreck

Commissioner Seth Crawford

Vote:	Aye	Nay	Excused
Brian Barney	_____	_____	_____
Susan Hermreck	_____	_____	_____
Seth Crawford	_____	_____	_____



AGENDA ITEM REQUEST

Date:

November 3, 2025

Meeting date desired:

November 12, 2025

Subject:

Termination of Lease Agreement with Parks and Recreation District

Background and policy implications:

In 2013, the Parks and Recreation District leased from the County 6.73 acres south of the Fairgrounds and along Crooked River Highway to build and maintain baseball and/or soccer fields.

In 2019, the County, the District, and the City of Prineville agreed to a permanent easement on the same property for the City to build and operate a water treatment facility.

To date, no recreational or other facilities have been constructed on the 6.73-acre County property.

The attached draft document would terminate the District's lease for convenience, effective January 15, 2026, in accordance with section R of the 2013 lease.

Budget/fiscal impacts:

N/A

Requested by:

Bryan Libel, Assistant County Counsel

Presenters:

Bryan Libel

Legal review (only if requested):

Legal drafted

Elected official sponsor (if applicable):

N/A

Termination of Lease Agreement

This Termination of Lease Agreement, hereinafter "Termination," is between Crook County, a political subdivision of the State of Oregon, hereinafter "County," and Crook County Parks and Recreation District, a special district organized under the laws of the State of Oregon, hereinafter "District," and are collectively called "the Parties."

A. *Whereas*, County and District are parties to a certain Lease Agreement dated September 30, 2013 (the "Agreement"), whereby District leased from County real property, hereinafter, "Property," located in Prineville, Oregon and described below:

A parcel of land comprising of approximately 6.73 acres located in the North one-half Northwest one-quarter (N1/2 NW1/4) of Section 8, Township 15 South, Range 16 East, Willamette Meridian, Crook County, Oregon, more particularly described in Exhibit A of the Agreement.

B. *Whereas*, District intended to construct recreational facilities on the Property, to include a baseball and/or soccer field and associated facilities.

C. *Whereas*, the Parties and the City of Prineville subsequently agreed to a permanent easement on the Property for the City of Prineville to construct and operate a water treatment facility on the Property.

D. *Whereas*, to date, no recreational or other facilities have been constructed on the Property.

E. *Whereas*, the Parties mutually agree to terminate the lease for convenience in accordance with section R of the Agreement.

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

1. Effective Date: This Termination is effective on January 15, 2026, regardless of when signed by both parties.

2. Surrender of Property: In accordance with and subject to the conditions in sections R and S of the Agreement, the District will surrender the Property to County no later than January 15, 2026.

[signature page follows]

In Witness Whereof, the parties have executed this Termination of Lease Agreement to be effective as of the date determined pursuant to Section 1 above.

Dated: _____

Dated: _____

Crook County Board of Commissioners

Crook County Parks and Recreation District

Commissioner Brian Barney

Chair of the Board of Directors

Commissioner Susan Hermreck

Secretary of the Board of Directors

Commissioner Seth Crawford



LEASE AGREEMENT

This Lease Agreement (hereinafter "Lease") made on September 4, 2013, between **Crook County**, a political subdivision of the State of Oregon, hereinafter "County," and **Crook County Parks and Recreation District**, a special district organized under the laws of the State of Oregon, hereinafter "District" (collectively "the Parties").

Recitals:

1. County owns certain real property (the "Property") located in Prineville, Oregon:

An area of ground comprising approximately 6.73 acres more particularly described on the attached Exhibit A, and more or less as depicted on the map attached hereto as Exhibit B.
2. District intends to construct recreational facilities, including but not limited to, a baseball and/or soccer field and associated facilities, upon the Property.
3. District desires to lease the Property from County for the purpose of constructing and maintaining these recreational and associated facilities.
4. The Parties to this Lease wish to allocate rights and responsibilities between them as concerns the Property.

Agreement:

For the reasons recited above, and in consideration of the mutual covenants contained herein, the Parties agree that County leases to District and District leases from County the above-described Property on the terms and conditions stated below:

A. Term – The term of the Lease shall commence September 1, 2013 and shall continue until August 31, 2053, unless earlier terminated as hereinafter provided. Possession and Access – District's right to possession and obligations under the Lease shall commence on September 1, 2013 (subject to all terms and conditions of this Lease).

B. Encumbrances of Record – the Parties agree that the terms of this Lease and the use of the Property are subject to encumbrances of record. By means of illustration and not limitation, the Parties acknowledge and recognize that there currently exist easements burdening the Property, especially with respect to water wells, in favor of the City of Prineville (which is not a party to this Lease).

C. Rent – During the term of this Lease, District shall pay to County as rent the sum of \$1.00 per year. Rent shall be payable on the first day of September each year in advance to the Crook County Treasurer's Office, 200 NE Second St., Prineville, OR 97754.

D. Utilities – District shall pay for all gas, electricity, water, garbage disposal,



telephone service, and other utilities supplied to the Property, and shall hold County harmless therefrom.

E. Use of Premises –

i. District agrees that the Property shall be used for the construction and maintenance of outdoor recreational and associated facilities and for no other purpose without the prior written consent of County.

ii. District agrees that the Property may be used as a parking location for events located at the Crook County Fairgrounds (hereinafter “Events”). It is agreed among the Parties that the Crook County Fairgrounds shall have the right to use the Property for the Crooked River Roundup Rodeo, the Crooked River Roundup Horse Races, and the Crook County Fair each year and such additional Events as may be established by mutual agreement of the parties. On or before December 31 of each year, County (or County’s designees) and District shall meet to schedule Events for the next year with sufficient notice to allow District to plan its own functions without undue inconvenience. During such Events, the Property will be used as a parking location and other ancillary purposes for the Crook County Fairgrounds with the understanding that such purposes will not cause any damage to District improvements, normal wear and tear excepted. During these Events, the District may utilize the Property only for general maintenance and repair and functions which do not interfere with such use of the Property by County. In connection with the use of the Property, District shall refrain from any use or activity that would interfere with County’s right to use the Property for the Events described in this Lease.

iii. District agrees that its use of the Property shall not impede traffic along the Fairgrounds’ footbridge along the northern edge of the Property (traversing over an irrigation canal not currently owned or operated by any of the Parties to this Lease). However, District shall not be required to maintain or improve this bridge, such maintenance and right to improve being expressly reserved to County. In the event that the bridge must be repaired, the Parties agree to cooperate in good faith to allow such reasonable use of space as may be necessary to facilitate such repairs, such use not to unduly interfere with other uses of the Property.

iv. In the event that the entity operating the irrigation canal adjacent to the Property (which is not a party to this lease) expresses an interest in modifying the use or condition of the canal, including but not limited to circumstances where the entity wishes to place pumping equipment onto the Property which may lead to a reduction in the available space for the use of any of the Parties, the Parties agree that they will meet in good faith to discuss these circumstances and renegotiate the terms of this Lease.

F. Use of Streetlight for Property Purposes – The Parties acknowledge and recognize that there is a County-maintained streetlight (“the Streetlight”) located on the Property. The Streetlight shall be maintained by the County in its discretion and in compliance with applicable laws and regulations. District may request from County that the Streetlight be used for District



purposes, upon such terms as the County and District may agree. In the event that the Streetlight is relocated at the discretion of the County, the Parties agree to work together in good faith so that there is a minimum of inconvenience for all Parties.

G. Compliance With Legal Requirements – District shall comply with all Federal, State and Local Laws and Regulations.

H. District's Obligations – The following shall be the responsibility of District, subject to the terms in Section J below (regarding Events):

- i. To keep the property clean and sanitary;
- ii. To properly use and operate all electrical, gas, and plumbing fixtures and keep them as clean and sanitary as their condition permits;
- iii. To maintain at District's cost, the property and all improvements located thereon, including but not limited to: repair and maintenance of any structures, sidewalks, driveways, curbs, parking areas, and appropriate landscaping.
- iv. To comply with all other terms of this Lease.

I. Conduct of Events – the following shall be the responsibility of County for the use of the Property during Events:

- i. To keep the Property clean and sanitary;
- ii. Upon completion of an Event, to restore the condition of the Property to the same condition it was in immediately prior to the Event, reasonable wear and tear excepted;
- iii. If Property utilities were used by County during Events, to reimburse District for the pro-rated expenses associated with the use of those utilities.
- iv. To comply with all other terms of this Lease.

J. Right of Entry – County reserves the right to enter the Property at all reasonable hours for the purposes of inspection and to insure compliance with the terms of this Lease.

K. Assignment and Sub-Letting – District shall not sublet the Property, or any part of the Property, or assign this Lease without County's prior written consent. However, District may grant the right to use the Property or portions of the Property for uses consistent with the improvements located on the Property.

L. Property Delivered AS-IS – District is and shall be in exclusive control of the Property and of the Improvements (except during agreed-upon County Events). District accepts the Property "AS-IS" and without any representation or warranty by County as to the condition, use, or occupancy that may be made thereof. County shall not in any event whatsoever be liable for any injury or damage to any property or to any person happening on, in, or about the Property or the Improvements or any injury or damage to the Property or the Improvements or to any property, whether belonging to District or to any other person, caused by any fire, breakage,



leakage, defect, or bad condition in any part or portion of the Property or of the Improvements, or from steam, gas, electricity, water, rain, or snow that may leak into, issue, or flow from any part of the Property or the Improvements from the drains, pipes, or plumbing work of the same, or from the street, subsurface, or any place or quarter, or due to the use, misuse, or abuse of all or any of the Improvements or from any kind of injury that may arise from any other cause whatsoever on the property or in or on the Improvements, including defects in construction of the Improvements, latent or otherwise.

M. Liability Insurance – Before going into possession of the Property, District shall procure and thereafter and during the term of the Lease shall continue to carry the following insurance at District's cost: Comprehensive General Liability Insurance in a responsible company with minimum limits equal to the liability limits as set by the Oregon Revised Statutes for a public entity (ORS 30.260 et seq.) aggregate and naming Crook County, its agents, employees, and elected officials, as additional insured. Such insurance shall cover all risks arising directly or indirectly out of District's activities on or any condition of the Property. Certificates evidencing such insurance and bearing endorsements requiring thirty (30) days written notice to County prior to any change or cancellation shall be furnished to County prior to District's occupancy of the property. (See also, Reciprocal Indemnification requirements below.)

N. Real and Personal Property Taxes – District shall pay as due all real property taxes levied against the property and all personal property taxes levied against District's personal property.

O. Liens – District shall pay as due all claims for work done on and for services rendered or material furnished to the Property, and shall keep the Property free from all liens or encumbrances caused or created by District.

P. Reciprocal Indemnification – Each party will indemnify, defend, and hold harmless the other party and its respective directors, officers, agents, and employees from and against any and all third-party claims for bodily injury and/or property damage arising from or in connection with any accident, injury, or damage, even if caused in part by the negligence of the indemnitee or its directors, officers, agents, and employees occurring in, at, or on an area under the care, custody, and control of the indemnitor, together with all costs, expenses, and liabilities incurred or in connection with each such claim, action, or proceeding brought thereon. The foregoing indemnity obligations of each of the parties will be limited to a maximum dollar limit of liability equal to the minimum dollar amount of liability insurance coverage required of the District under this Lease, it being intended that this Section function as a no-fault allocation of the risks to be covered by each party's liability insurance carriers for the minimum required coverage. The foregoing indemnities will have no effect beyond the required insurance coverage.

Q. Default – A default of this Lease shall occur if:

- i. District fails to pay rent or other charges within 30 days after notice that such charges are owing; or
- ii. District fails to maintain insurance coverages as described herein,



regardless of whether District receives notification from County and regardless of the length of time that insurance is not maintained; or

- iii. District fails to comply with any other term or condition of this Lease and does not comply with such term or condition within 30 days after receipt from County of written notice specifying the manner in which District is not complying with reasonable particularity. If the default is of such nature that it cannot be completely remedied within the 30 day period, this provision shall be complied with if District begins correction of the default item within the 30 day period and thereafter proceeds with reasonable diligence and in good faith to come into compliance with the lease as soon as practicable.

If District is in default, County may immediately terminate this tenancy and forfeit all rights of District under this Lease.

Whether or not the Lease is terminated by the election of County or otherwise, County shall be entitled to recover damages from District for the default, and County may re-enter, take possession of the property, and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages and without having accepted a surrender.

R. Right to Terminate for Convenience – County and District by mutual written agreement, may terminate this Lease at any time. Before the expiration or earlier termination of this Lease, District will remove all furnishings, furniture, and personal property that remain District's property. Upon expiration of the Term or earlier termination of this Lease, District will surrender the Improvements and Property in a state of good condition and repair, reasonable wear and tear excepted.

S. Surrender – Except as otherwise provided, District, on the last day of the Term, shall surrender and deliver up the Property and all Improvements to the possession and use of County without delay, free and clear of all lettings and occupancies other than subleases then terminable at the option of County or subleases to which County shall have specifically consented, and free and clear of all liens and encumbrances other than those, if any, presently existing or created or suffered by County, without any payment or allowance whatsoever by County on account of any Improvements on the Property.

T. Governing Law – It is agreed that this Lease shall be governed by, construed and enforced in accordance with the laws of Oregon, with venue located in the Circuit Court of Crook County.

U. Time of the Essence/No Recording – It is specifically declared and agreed that time is of the essence of this Lease. This Lease shall not be recorded.

V. Waiver – Waiver by either party of any breach of any covenant or duty owed to the other under this Lease shall not constitute a waiver of a breach of any other covenant or duty,



or of any subsequent breach of the same covenant or duty.

W. Severability – Should any one or more of the provisions hereof, or any part of a portion hereof, be determined to be illegal or unenforceable, all other provisions hereof shall be given effect separately therefrom and shall not be affected thereby.

X. Notice – Any notice under this Lease shall be in writing and shall be effective when actually delivered in person or one day after being deposited in the US Mail, registered or certified, postage prepaid and addressed to the party at the address stated below, or such other address than either party may designate by written notice to the others:

Crook County
ATTN: County Judge
Rm. 10, 300 NE Third Street
Prineville, OR 97754

Crook County Parks and Recreation District
296 S. Main Street
Prineville, OR 97754

CROOK COUNTY COURT

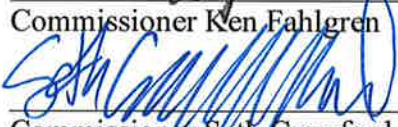
Dated: 9-4, 2013, 2013.
September 4, 2013



Judge Mike McCabe



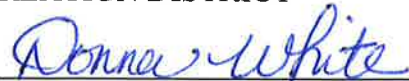
Commissioner Ken Fahlgren



Commissioner Seth Crawford

CROOK COUNTY PARKS AND
RECREATION DISTRICT

Dated: August 29, 2013.

By: 

Its Chairman of the Board of Directors

By: 

Its Secretary of the Board of Directors

KNOW ALL MEN BY THESE PRESENTS, That Bobby F. Kennedy and Geneva V. Kennedy

hereinafter called the grantor, for the consideration hereinafter stated, to grantor paid by Crook County, a political subdivision of the State of Oregon

hereinafter called the grantee, does hereby grant, bargain, sell and convey unto the grantee and grantee's heirs, successors and assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining, situated in Crook County, State of Oregon, described as follows,

to-wit: A parcel of land located in the North one-half Northwest one-quarter (N1/2 NW1/4) of Section 8, Township 15 South, Range 16 East, Willamette Meridian, Crook County, Oregon, more particularly described as follows: Beginning at the intersection of the Southerly line of that canal parcel conveyed to Juniper Canyon Water Control District, a municipal corporation, by deeds MF 79810, Records of Crook County, Oregon, and the Easterly Right-of-Way line of the Crooked River State Highway 27, said point being located South 83°56'13" East a distance of 951.79 feet from the Northwest corner of said Section 8, thence North 89°58'53" East along said Southerly canal line a distance of 8.91 feet to Engineer's Station 138+00 at 50 feet left; thence North 63°46'11" East along said southerly canal line a distance of 55.90 feet to Engineer's Station 137+50 at 25 feet left; thence South 89°39'55" East along said Southerly canal line a distance of 370.00 feet to Engineer's Station 133+80 at 25 feet left; thence South 0°20'05" West along said Southerly canal line a distance of 35.00 feet to Engineer's Station 133+80 at 60 feet left; thence South 89°39'55" East along said Southerly canal line a distance of 220.00 feet to Engineer's station 131+60 at 60 feet left; thence leaving said canal South 22°57'44" East a distance of 356.94 feet; thence South 12°53'23" East a distance of 133.73 feet; thence South 72°19'36" West a distance of 57.19 feet; thence South 88°59'00" West a distance of 457.87 feet to a point on the Easterly Right-of-Way line of the Crooked River State Highway No. 27; thence along said Easterly line around a 686.99 feet radius curve left a distance of 172.72 feet long chord bears North 26°26'04" West a distance

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

To Have and to Hold the same unto the grantee and grantee's heirs, successors and assigns forever.

And grantor hereby covenants to and with grantee and grantee's heirs, successors and assigns, that grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrances

and that grantor will warrant and forever defend the premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever, except those claiming under the above described encumbrances.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 1.00

~~THIS INSTRUMENT IS SUBJECT TO THE PROVISIONS OF THE OREGON LAND USE ACT, ORS 215.001 TO 215.080, AND THE OREGON LAND USE REGULATIONS, OAR 660.001 TO 660.080, WHICH ARE HEREBY INCORPORATED BY REFERENCE INTO THIS INSTRUMENT.~~ (The sentence between the symbols (), if not applicable, should be deleted. See ORS 93.030.)

In construing this deed, where the context so requires, the singular includes the plural.

In Witness Whereof, the grantor has executed this instrument this 23rd day of December, 1992

THIS INSTRUMENT WILL 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 APPROVED USES.

Bobby F. Kennedy
BOBBY F. KENNEDY

Geneva V. Kennedy
GENEVA V. KENNEDY



STATE OF OREGON, County of Crook

This instrument was acknowledged before me on December 23, 1992, by Bobby F. and Geneva V. Kennedy.

Carol Jean Saw
Notary Public for Oregon

My commission expires 2-3-94

Bobby F. and Geneva V. Kennedy
802133 Crooked River Rd
Prineville, OR 97754

Grantor's Name and Address

Crook County
300 E 3rd Street
Prineville, OR 97754

Grantee's Name and Address

After recording return to (Name, Address, Zip):
Crook County
300 E 3rd Street
Prineville, OR 97754

Until requested otherwise send all tax statements to (Name, Address, Zip):

STATE OF OREGON, } ss.
County of _____

I certify that the within instrument was received for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and recorded in book/reel/volume No. _____ on page _____ and/or as fee/tile/instrument/microfilm/reception No. _____ of the _____ Records of said County.

Witness my hand and seal of County affixed.

NAME TITLE

EXHIBIT A

of 172.27 feet; thence North 33°38'44" West along said Easterly line a distance of 413.21 feet to the point of beginning, containing 6.73 acres more or less.

SUBJECT TO all existing easements and rights-of-way including canals.

KEY PUNCHED

JAN 25 1993

STATE OF OREGON }
COUNTY OF CROOK } SS 107044
I CERTIFY THAT THE WITHIN INSTRUMENT WAS
RECEIVED FOR RECORD ON THE 23RD DAY OF
Dec. 1992 AT 4:20 P.M.
AND RECORDED IN DEED
RECORDS OF SAID COUNTY. MF NO. 107044
DELLA M. HARRISON, CROOK COUNTY CLERK
BY: Carol Ann DEPUTY

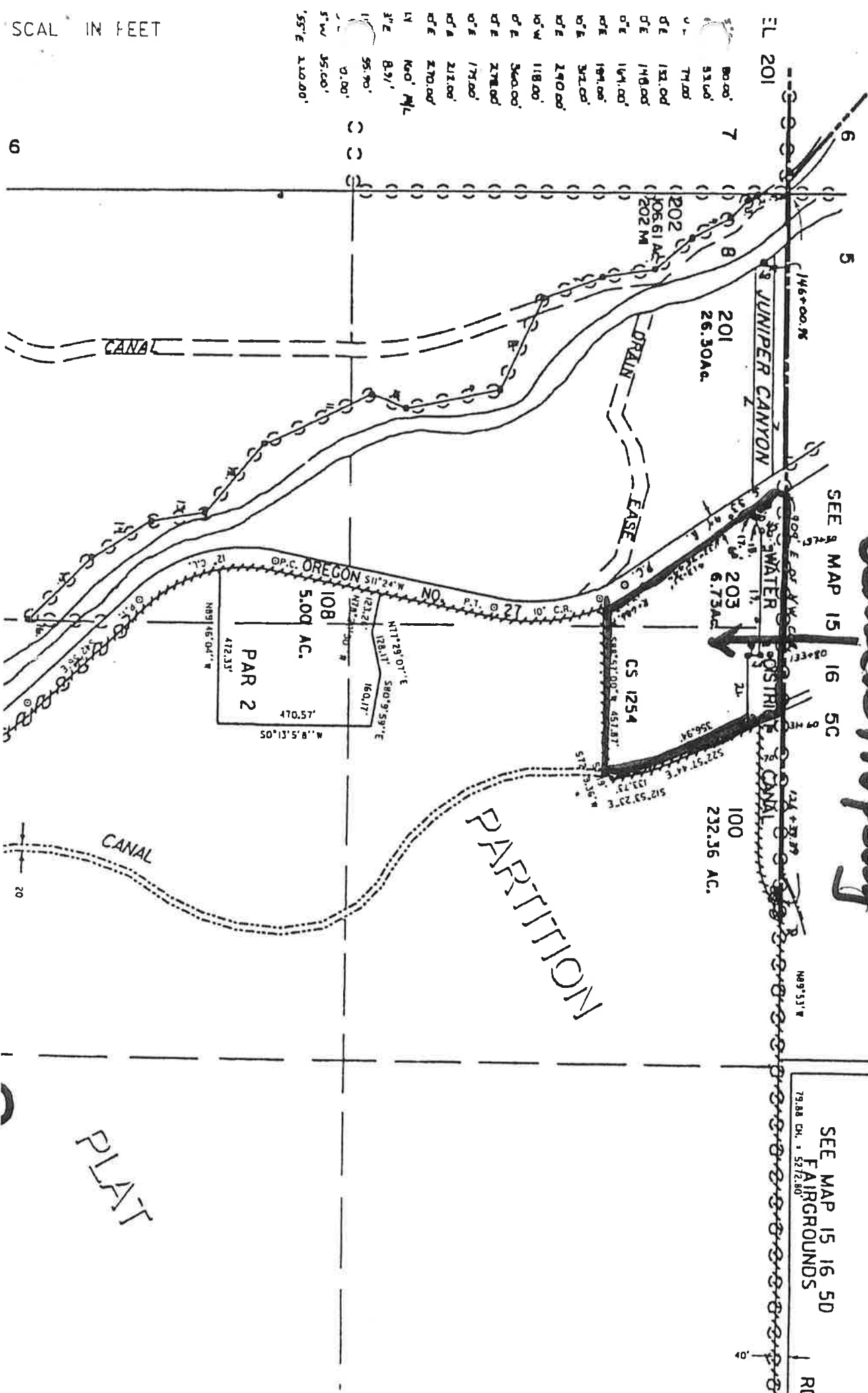
THIS MAP WAS PREPARED FOR
ASSESSMENT PURPOSE ONLY

EXHIBIT B

SECTION 8 T.15S. R.16E. W.M.
CROOK COUNTY

Leased Property

1" = 400'



SCAL IN FEET

6

20

PLAT

SEE MAP 15 16 50
FAIRGROUNDS