

## **NOTICE AND DISCLAIMER**

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

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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.

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**CROOK COUNTY COURT AGENDA  
WEDNESDAY, March 4, 2020  
COUNTY MEETING ROOM  
320 NE COURT STREET  
PRINEVILLE, OR  
9:00 A.M.**

**CONSENT AGENDA**

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

1. Approve Minutes of the Crook County Court's March 20, 2019 Public Hearing re Cooper v Woodward; and February 20, 2019 Public Hearing re RMG Destination Resort
2. Approve Order 2020-12 re Appropriations Change for County Funds
3. Approve Order 2020-13 re Establishing an Interfund Loan for Purchase of Sheriff's Vehicles
4. Approve Order 2020-14 re Appropriations Change for Ag Extension
5. ~~Approve Pauly Rogers Engagement Letter re Financial Assurance of Closure and Post Closure pursuant to DEQ's requirements re Landfill~~ **REMOVED**
6. Approve First Amendment to Agreement with City for Temporary Easement for Test Wells
7. Approve Third Amendment to Professional Services Contract with PBS Engineering re the Landfill's Environmental Monitoring Contract
8. Approve Family Resource Center Agreement re CAMI Grant

**SCHEDULED APPEARANCES**

9. Ochoco National Forest and Crooked River National Grassland's Briefing Paper  
Presenters: Shane Jeffries, Forest Supervisor; Patrick Lair, Forest Public Affairs Staff Officer; Johanna Kovarik, District Ranger, Paulina Ranger District; and Slater Turner, District Ranger, Lookout Mountain Ranger District & Crooked River National Grassland (20 Minutes)

**DISCUSSION**

10. NONE SCHEDULED

**EXECUTIVE SESSION**

11. NONE SCHEDULED

***Additional items may be discussed that arise too late to be included as 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.***

Last Updated: 2/27/2020 3:12:41 PM

**March 4, 2020 Agenda**

1a

AB reviewed

**BE IT REMEMBERED THAT** the Crook County Court held a public hearing on March 20, 2019 at 3:30 p.m. in the County meeting room located at 320 NE Court Street, Prineville, Oregon 97754 to hear testimony on appeal of the Planning Commission’s decision of the permit for Land Use for Woodward Aggregate Pit. Appeal filed by Kristy Cooper, Cooper vs Woodward. In attendance were: County Judge Seth Crawford; County Commissioner Jerry Brummer; County Commissioner Brian Barney; County Counsel Jeff Wilson; Assistant County Counsel Eric Blaine and County Court Secretary Colleen Ferguson.

Members of the public signing the attendance log: Kristy and Russ Cooper, Prineville; Liam Sherlock, Eugene; Steve Harlan, Prineville; Michael Peterkin, Bend; Trisha Peterkin, Bend; Steven Hultberg, Bend; Clint Woodward, Prineville; Amber Hudspeth, Bend; Darlene Hanson, Prineville; Tiina Alice, Prineville; Scott Smith, Prineville; Mike Ervin, Prineville and Brett Morgan, Prineville.

The media was provided public notice of today’s public hearing.

Judge Crawford opened the Public Hearing and read an overview of the process leading up to this Public Hearing. An appeal was filed on January 18, 2019 to the Court on the Planning Commission’s decision regarding the operation of the Woodward Aggregate Pit that would allow the processing asphalt. On March 1<sup>st</sup>, 2019, notices were mailed to the affected parties. Today’s hearing meets the 60-day criteria.

There was a review of the final decision. The procedure for the public hearing was announced. The applicant, Woodward, will be allowed 20 minutes; the appellant, Kristy Cooper, will be allowed 20 minutes, and both may retain a few minutes for rebuttal.

Judge Crawford polled the Court for any ex-parte communications. Commissioners Brummer and Barney both stated no communications. Judge Crawford stated that he has spoken with both participants.

**Applicant: Clint Woodward**

Clint Woodward appeared represented by Attorney Steve Hultberg. Mr. Hultberg presented information on his motion to supplement the record and the objections received. The applicant is now withdrawing request for the continuation. There are five procedural issues. Consider those issued waived. There are ten arguments and there is a procedural objection. Specifically identified was the attempt to include the Central Oregon Land Watch (COLW) testimony. There are no arguments on the appeal. The substantive issue is whether the ESEE Analysis shows that this aggregate pit is sufficient to allow the processing of asphalt. The definition of processing was read. The County Code allows any use in the farm zone: mining and processing language and the comprehensive plan includes the mining and processing per state law and on EFU land allowed. The appeal is contrary to County Code. Mining and processing, per state law and on EFU land is allowed. Farm and Forest state laws and farming practices were discussed. There are 80 acres surrounding the aggregate pit in grazing. Mr. Hultberg said they testified that practices will not be impacted. Water and public use; what is the impact on public use? County Code says what impact can be placed on public facilities, and applicable criteria do not raise the impact. Code 18-144-050; no requirement for submission. The applicant cannot show DEQ approval until the application is approved and criteria are met.

1a

AB reviewed

Clint Woodward provided the address of the aggregate site; mile post 7 Highway 380. He purchased the aggregate pit and wanted to have it permitted for asphalt production in the future. Right now, there is crushing of rock from the pit.

Commissioner Brummer asked about the 2021 plan for the Paulina Highway to receive an over lay. Mr. Woodward said they are not crushing right now. He discussed shut downs over 90 days and no crushing or blasting. Eight minutes were reserved for rebuttal.

**Appellant: Kristy Cooper**

Liam Sherlock, 940 Willamette, Suite 400, Eugene Oregon 97401, representing Kristy Cooper spoke on the procedural matters, addressed the 60-day extension and the opening up of the hearing. He said this is the result of not allowing for a DE novo hearing. This is a review of the Planning Commission decision. Other representatives say that his client has waived other matters; not so. He is adhering to this hearing today not to be a new hearing. This board is to review this for any defects. Mr. Sherlock provided documents for the Court regarding the Planning Commission's failure to advise them that the record could be held open. ORS 197.763; Planning Commission did not provide notice to the participants. This was a flaw. He was not allowed to submit additional evidence and Ms. Cooper was shut down. This is a clear violation of the County Code and State law. The basis for the reversal of the Planning Commission's decision; The Planning Commission did allow additional evidence without providing time for the applicant. The staff report should be provided seven days prior to deliberation. He stated that the staff was advocating for the application and showed substantial prejudice. The Commission failed to not open the record for rebuttal. There was a failure to disclose exparte communication. The Planning Commission went on the site for a site visit, and that violates the right of the public as to what they saw, as well as conversation with the applicant.

Mr. Sherlock discussed the ESEE Analysis, originally dealing with mineral extraction and mining. The asphalt pit can be controversial. The ESEE did not address all the consequences of operation. The Planning Commission did not notify participants with an updated ESEE analysis of the pit with the asphalt manufactured of recycled products. The applicant wants to repurpose concrete and asphalt. This is not an actual product out of the site, it is bringing in and recycling waste products is a Heavy Industrial Use. The Comprehensive Plan carries weight. Another basis for denial.

The most pressing legal issue is the question of processing of aggregate as conditional use on EFU zoned property. This is natural occurring solid materials for use in road construction and building. Recycled products are not naturally occurring products. He provided information on the processing of mining the site. The State statute is over the local code; the definition does not include that mining in an EFU zone is to mine and then to reclaim the land as EFU. The applicant wants a heavy industrial use taking off site material under the umbrella of EFU Land extraction. He read the definitions of processing into the record and specified not naturally occurring product. He submitted it into the record. There were many requirements for creating the record that did not occur. Large amounts of chemical products will be dealt with on the site. He also addressed the site water.

AB reviewed

There were no questions from the Court.

**Applicant:**

Steve Hultberg on behalf of the applicant, Clint Woodward.

The procedure with a DE novo hearing would have heard fresh information; the solution, but the procedural issues could have been cured. The applicant is not asking for standalone recycling. They are trying to meet requirements of what can be brought on site. This would be a product with a portion of recycled product blended with the aggregate on site. If solely onsite, it could only have rock. Mr. Hultberg discussed the Comprehensive Plan and this state statute. State Statute allows for processing and recycling on site. The processing is clearly permitted. There are procedural issues that could have been addressed through a De novo hearing, but the appellant does not want it.

Mr. Hultberg asked to reserve the right to submit written final argument.

There were no questions from the Court.

Ann Beier, County Planning Director and Commissioner Brummer discussed the approval of the pit in 1995 and the addition of the pit to the site inventory. This is limited to the site and the criteria cannot be discussed. Ms. Beier provided the information on the typical procedure to send out notices that are 750 feet from the property boundaries. This is required by State law. The County meets the minimum notice requirements, the 750 feet from property boundaries requirement, and publishes the notice in the newspaper.

The Court asked if there were any additional comments.

Steve Harlan , 7961 NE River Road, presented information opposing the site. He said half of the mountain he lives on is a reserve. He knows all about the chemicals, the 750 feet for public notice requirement is a joke. When it settles, it will destroy.

Ms. Cooper, 9395 SE Paulina said she was represented by Counsel.

Mr. Sherlock said he is stipulating. County Counsel Mr. Wilson asked to strike the evidence of Steve Harlan.

**Motion**

Commissioner Brummer moved to strike the evidence of Steve Harlan. Commissioner Barney seconded the motion. The vote was 3-0, motion carried.

Darlene Hanson, 11910 NE Grant, provided evidence opposing the site. She spoke of the organic hemp farmer, the organic bee population and said but for the greed of one man, you (the Court) are going to put people out of business, put your citizens out of work by allowing the industrial use into the neighborhood.

Scott Smith, 2601 NE Denton Ln, spoke in favor of the site. He hopes the Court understands that if this aggregate site was in Powell Butte, these folks would not be here. If this is as dangerous as these people

AB reviewed

think, we would go to concrete roads. He said he could not believe that the Planning Commission would put citizens at risk. He provided information on a plant operating on top of the hill. This plant is not running every day of the year, but it does produce three to four tons per day. This is for select customers, for the convenience of the locals, town, County and ODOT.

Mike Ervin, 8015 SE Paulina Highway, spoke in favor of the site. There was concern of increased truck traffic on the road. Mr. Ervin lives on Paulina Highway and he does not see that much traffic.

Mr. Hultberg, Representing the applicant objected. He said this is a hearing on the record. This last testimony was new.

### **Motion**

Commissioner Brummer moved to disregard all testimony including that of the letter from COLW. Commissioner Barney seconded the motion. The vote was 3-0, motion carried.

Ms. Beier gave Mr. Wilson the letter from COLW, evidence in opposition from Rory Izbel.

Given the previous motion, this letter was disregarded.

Mr. Hultberg announced no new evidence. The record has to be open for testimony. He urged to allow the testimony and said he had no problem with the testimony.

Mr. Wilson said he appreciated the applicant, but the testimony must be related to evidence already put in the record. Mr. Wilson said he wants to make the record clear.

### **Motion**

Commissioner Barney moved to rescind the Court's earlier motions not to allow testimony and now to allow additional testimony. Commissioner Brummer seconded the motion. The vote was 3-0, motion carried.

Mike Ervin continued with his testimony. He said if there was a problem with the highway, ODOT would be involved. He discussed asphalt and the Hemp crops growing close by.

The Representative said this was new evidence.

Mr. Ervin continued his testimony. He talked about the air quality and the much different way that DEQ measures Air Quality today. He talked about noise and dust, there are also planes flying over the area.

Representative for the appellant said this is new evidence.

Appellant Kristy Cooper, 9395 SE Paulina Highway, talked about the omission of information of the asphalt plant. She did not have the exact information regarding the measurement of the asphalt, but she said it falls on her grapes. She has a garden, but may not be able to stay in this area because there can be no chemicals. She discussed the condition of the road and parts of the road falling off. She said she did not receive any notification per the law. Ms. Cooper's property is further than 750 feet from the

AB reviewed

aggregate pit boundary. Ms. Beier said any notice done for Ms. Cooper is done as a courtesy for her. Ms. Cooper continued saying the farming cannot live, the bees are dead, hemp is dead and she may be dead.

Tina Alice, 4820 SE Paulina Highway, spoke on her bees dying if on purpose to put in the asphalt plant.

**Appellant representative.**

Mr. Sherlock asked if there were any questions. He said another error was adequate water supply. The applicant will have a water truck for dust suppression. Where does the water come from? There is no finding of adequate fire suppression. There are 1000 gallon tanks of fuel and petroleum products, and fire would have an adverse effect. What is the fire suppression? Water; there is no findings in the decision. Also, what about maintenance? The approval is only as good as the achievable. There is no evidence that the water supply can take care of all the chemical dust. There will be contaminants on products in rural and County lands.

Mr. Sherlock asked the County Court to reverse the decision.

**Applicant:**

Mr. Hultberg said there is no rebuttal. The final argument will be written. He asked to acknowledge the long and tortured process for approval.

Mr. Wilson acknowledged the letter from COLW.

Judge Crawford closed the hearing. Mr. Wilson advised the Court to take the matter under advisement. The Court members will meet individually with Mr. Wilson. Following the individual meetings, Mr. Wilson will draft a final decision and present it to the Court at the County Court Session on April 3, 2019.

Commissioner Brummer asked about the timeline for the process. Mr. Wilson said the County is within the timeline of 150 days.

Mr. Hultberg will provide his written argument within 7 days, providing time for review.

**Motion**

Commissioner Brummer moved to take this appeal under advisement and consider the final decision on April 3, 2019. Commissioner Barney seconded the motion. The vote was 3-0, motion carried.

Judge Crawford closed the Public Hearing at 5:03 p.m.

Respectfully submitted,

*Colleen Ferguson*

Colleen Ferguson, County Court Secretary

1b

**February 20, 2019 Public Hearing  
RMG Destination Resort**

Judge Seth Crawford opened the public hearing on the RMG Destination Resort.

Steve Hultberg appeared representing RMG. Paul Dewey represented Central Oregon Land Watch.

Mr. Dewey advised the Court that he worked with Mr. Dennis Pahlisch and Mr. Hultberg to settle out of Court. The attorneys worked well together, and there was openness. An appeal had been filed, the issues have been settled and the appeal formally withdrawn.

County Counsel Jeff Wilson explained that when the appeal was filed, a \$7,000 appeal fee was charged and paid. They are asking now to have the fee refunded since the appeal was withdrawn.

Mr. Hultberg thanked Mr. Dewey and Central Oregon Land Watch for working with RMG, being pleasant and not contentious. He supports the refunding of the appeal fee. Mr. Dewey said that development is good for Crook County. Discussion was held regarding affordable housing for the employees.

Commissioner Barney recommended discussion of the refunding of the appeal fee with Planning. Judge Crawford said he was excited that this has been worked out. Planning Director Ann Beier said very little time was spent on this matter and recommended refunding the whole amount. Ms. Beier said the County does not often do this, but everyone so appreciates the two organizations working this out between them. Mr. Wilson agreed. He explained that frequently there is a lot of time invested in an appeal such as this. The parties had advised the County early on that they were hopeful to reach a settlement. Commissioner Barney commented on this being a good day all the way around.

There were no comments received from the public.

**Motion**

Commissioner Brummer moved to accept the withdrawal of the appeal. Commissioner Barney seconded the motion. The vote was 3-0, motion carried. Judge Crawford adjourned the public hearing.

Minutes taken by Jennifer Orozco

Minutes written up by Colleen Ferguson and respectfully submitted.

1b



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

IN THE MATTER OF

ORDER #2020-12

Accepting revenue, changing related appropriations, line item adjustments and changing expenditure budget appropriations for county Funds for Fiscal Year 2019-20

WHEREAS, this Order is made in accordance with ORS 294.463(1) which states transfers of appropriations may be made when authorized by an official resolution or ordinance, and

WHEREAS, this order is needed to transfer appropriations in the General Fund-Jail (101-5051) from Materials & Services to Personnel due to increase in need for additional nurse staffing, and Jail Project (389-5063) for unanticipated expenses associated with project completion.

BE IT THEREFORE ORDERED that the Crook County Court hereby approves this Order for the transfer of appropriations herewith described below:

<i><b>Budget Transfers or Adjustments</b></i>	<i><b>Change</b></i>	<i><b>GL Number</b></i>	<i><b>Debit</b></i>	<i><b>Credit</b></i>
<b>General Fund</b>				
Jail				
Personnel	Increase	101-5051-510.01-48	50,000	
Materials and Services	Decrease	101-5051-520.35-25		50,000

*Note: Adjustment necessary for increased nurse staffing*

<b>Jail Project</b>				
Capital	Increase	389-5063-580.80-54	100,000	
Transfers Out	Decrease	389-5063-597.97-29		100,000

*Note: Adjustment necessary due to unanticipated expenses*

DATED this 4th day of March 2020.

CROOK COUNTY COURT:

\_\_\_\_\_  
SETH CRAWFORD, County Judge

\_\_\_\_\_  
JERRY BRUMMER, County Commissioner

\_\_\_\_\_  
BRIAN BARNEY, County Commissioner

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

IN THE MATTER OF

ORDER #2020-13

Establishing an interfund loan for the purchase of vehicles for the Sheriff's Office

BE IT ORDERED that the Crook County Court hereby approves and authorizes the Reserve Fund (401-0030) to loan an amount of \$335,964.99 to the Sheriff Office (101-5001) for the purpose of purchasing six (6) vehicles for the Sheriff's Office. The loan will be effective upon approval of this Order.

BE IT ALSO ORDERED that the amount expended of the loan principal and interest will be repaid to the Reserve Fund within 5 years commencing on July 1, 2020, and the interest rate will be 3.25% for the term of the loan. The repayment schedule is set forth below:

Annual Interest Rate	3.25%	Payment Due	July
Years	5	Year beginning	2020
Payments Per Year	1	Year ending	2024
Loan Amount	\$335,964.99		

Payment Number	Payment	Principal	Interest	Balance
1	(\$73,883.94)	(\$62,965.08)	(\$10,918.86)	\$272,999.91
2	(\$73,883.94)	(\$65,011.44)	(\$8,872.50)	\$207,988.47
3	(\$73,883.94)	(\$67,124.32)	(\$6,759.63)	\$140,864.15
4	(\$73,883.94)	(\$69,305.86)	(\$4,578.08)	\$71,558.30
5	(\$73,883.94)	(\$71,558.30)	(\$2,325.64)	\$0.00

DATED this 4th day of March, 2020.

CROOK COUNTY COURT:

\_\_\_\_\_  
SETH CRAWFORD, County Judge

\_\_\_\_\_  
JERRY BRUMMER, County Commissioner

\_\_\_\_\_  
BRIAN BARNEY, County Commissioner

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

IN THE MATTER OF

ORDER #2020-14

Accepting revenue, changing related appropriations, line item adjustments and changing expenditure budget appropriations for Ag Extension Funds for Fiscal Year 2019-20

WHEREAS, this Order is made in accordance with ORS 294.463(1) which states transfers of appropriations may be made when authorized by an official resolution or ordinance, and

WHEREAS, this order is needed to transfer appropriations in the Ag Extension Service District Fund (610) from Transfers Out to Materials and Services due to an error in category classification at the time the budget was adopted.

BE IT THEREFORE ORDERED that the Crook County Court hereby approves this Order for the transfer of appropriations herewith described below:

<i><b>Budget Transfers or Adjustments</b></i>	<i><b>Change</b></i>	<i><b>GL Number</b></i>	<i><b>Debit</b></i>	<i><b>Credit</b></i>
<b>Ag Extension</b>				
Operating				
Transfers Out	Decrease	610-1000-597.97-21		10,000
Materials and Services	Increase	610-1000-520.35-26	10,000	

Note: Adjustment necessary to correct category

DATED this 4<sup>th</sup> day of March 2020.

CROOK COUNTY COURT:

\_\_\_\_\_  
SETH CRAWFORD, County Judge

\_\_\_\_\_  
JERRY BRUMMER, County Commissioner

\_\_\_\_\_  
BRIAN BARNEY, County Commissioner

After Recording Return to:  
Jered Reid  
545 Seventh Street  
Prineville, OR 97754

**FIRST AMENDMENT TO  
AGREEMENT FOR TEMPORARY EASEMENT**

THIS FIRST AMENDMENT TO AGREEMENT FOR TEMPORARY EASEMENT (“Amendment”) is entered into as of the date last written below, by and between **Crook County**, a political subdivision of the State of Oregon, of 300 NE Third Street, Prineville, Oregon 97754 (hereafter “County”) and the **City of Prineville**, an Oregon municipal corporation, of 387 NE Third Street, Prineville, Oregon 97754, its successors and assigns, (hereafter “City” or “Grantee”). County and City shall collectively be referred to as the “Parties” and individually as a “Party.”

RECITALS:

- A. The Parties entered into an Agreement for Temporary Easement on or about January 8, 2020, recorded in the official records of Crook County, Oregon, as document number 2020-297627 (“Easement”).
- B. The City wishes to drill three (3) additional test wells on the Property indicated on the Easement to determine if one of the three test wells have the potential to serve as a municipal production well and wishes to gain access to Property in order to facilitate the same.
- C. The City wishes to abandon the Test Wells identified as Millican 2 and Millican 3.
- D. The Test Well identified as Millican 4 was never drilled by City.
- E. County is willing to allow access to City to drill three (3) test wells on Property and, if City desires, grant City a perpetual, exclusive easement to use the portion of the property for municipal production well purposes.
- F. The Parties desire to amend the Temporary Easement.

**NOW, THEREFORE**, City and County, for valuable consideration the receipt and sufficiency of which is hereby acknowledged, consent, and agree to amend the Easement as follows:

- 1. County grants to City, including its employees, agents, invitees, and contractors, access to the Property for the purposes of drilling a test well, pump testing the well for water quantity, and testing the water produced from the well for quality. City, their employees, agents,

invitees, and contractors have authority to dig a 20-foot by 20-foot by 4-foot-deep area around the test wells to support the drilling and testing operations described above.

2. The Wells shall be identified as Millican 5, Millican 6, and Millican 7, the locations of which are identified on Exhibit 1, attached hereto and incorporated herewith.

3. City shall have 550 days, i.e. more or less 1.5 years, after the date of this Amendment (“Test Period”) to complete the drilling and testing operations of the test wells and to determine if City will develop a test well into a permanent municipal production well.

4. If City determines it will not use any test well as a municipal well, any disturbance to the Property caused by City and/or its employees, agents, invitees, and contractors shall be returned to essentially its original condition at City’s expense. This will include abandoning the test well in accordance with Oregon state rules and regulations.

5. If City desires to use any test well as a permanent municipal well, the following shall apply:

a. City shall give notice to County within the Test Period that City intends to use the well as a permanent municipal well.

b. County shall provide City a permanent easement to the City to allow City to access the property for municipal well purposes, which shall include, but is not limited to drilling and developing a municipal water production well or wells, construction of a well house or well houses, construction of security fence on the perimeter of the easements, or any of them, and maintaining and repairing the wells, fences, and associated plumbing and electrical connections, and the well house or houses. The form of the permanent easement will be substantially similar to the template referenced in Easement Exhibit 2.

c. Upon execution of the Easement, City shall pay to County the sum of \$32,000.00 per acre of the Easement.

6. The Easement provided to Millican 4 is hereby revoked.

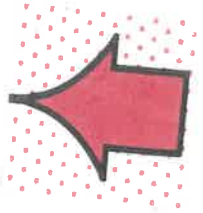
7. This Amendment shall be binding on the successors and assigns of the parties.

8. Except as specifically amended hereby, all terms and conditions of the Easement shall remain in full force and effect. In the event of any conflict between the terms and conditions of this Amendment and the terms and conditions of the Easement, the terms and conditions of this Amendment shall control.

9. This Amendment may be executed in multiple counterparts, each of which will be considered to be an original.

[Signature Page to Follow]

**Crook County**



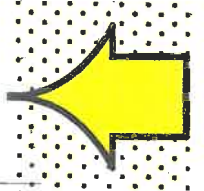
By: \_\_\_\_\_  
Seth Crawford, County Judge

By: \_\_\_\_\_  
Brian Barney, County Commissioner

By: \_\_\_\_\_  
Jerry Brummer, County Commissioner

STATE OF OREGON            )  
  ) ss.  
County of Crook            )

Personally appeared the above-named **Seth Crawford, County Judge; Brian Barney, County Commissioner;** and **Jerry Brummer, County Commissioner;** for Crook County, and acknowledged the foregoing instrument to be their voluntary act and deed on behalf of Crook County, Oregon, on this \_\_\_\_ day of \_\_\_\_\_, 2020.



\_\_\_\_\_  
Notary Public for Oregon

**City of Prineville**

By: \_\_\_\_\_  
Steve Forrester, City Manager

By: \_\_\_\_\_  
Stephen P. Uffelman, Mayor

STATE OF OREGON            )  
  ) ss.  
County of Crook            )

Personally appeared the above-named **Steve Forrester, City Manager,** and **Stephen P. Uffelman, Mayor,** for the City of Prineville and acknowledged the foregoing instrument to be their voluntary act and deed on behalf of the City this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public for Oregon  
My Commission Expires: \_\_\_\_\_

- water\_pipe
- water\_tanks
- wells
- Test Holes
- production



Test Wells

Information on this map is derived from the following sources:  
 1. The Texas State Water Survey (TSWS) - All Rights Reserved  
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 3. The Texas State Water Survey (TSWS) - All Rights Reserved  
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 6. The Texas State Water Survey (TSWS) - All Rights Reserved  
 7. The Texas State Water Survey (TSWS) - All Rights Reserved  
 8. The Texas State Water Survey (TSWS) - All Rights Reserved  
 9. The Texas State Water Survey (TSWS) - All Rights Reserved  
 10. The Texas State Water Survey (TSWS) - All Rights Reserved

# Crook County Legal Counsel

Mailing: 300 NE Third St., Rm 10, Prineville, OR 97754 • Phone: 541-416-3919  
Physical: 267 NE 2<sup>nd</sup> St., Ste 200, Prineville, OR 97754 • Fax: 541-447-6705



## MEMO

TO: Crook County Court

FROM: John Eisler, Crook County Legal Counsel's Office

DATE: February 26, 2020

RE: *Amendment 3 with PBS Engineering*  
Our File No.: Landfill 99(A)

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Enclosed is the Third Amendment to Professional Services Contract with PBS Engineering and Environmental, Inc (PBS) (Amendment 3). In 2018, PBS was the successful bidder on an RFP for the landfill's environmental monitoring. PBS and the County executed a Professional Services Contract (Contract) thereafter. The original agreement was for a one-year term and permitted an extension of up to five years.

In May of 2019, the parties amended the Contract to allow for a modest increase in prices. In September of 2019, the parties amended the Contract again to include additional services relating to the landfill's DEQ permit, and extending the term through February 15, 2020.

This Amendment 3, requested by Jeff Merwin and effective February 15, 2020, extends the original Contract through the length of the original extension (to December 31, 2024) and limits to the scope of services to roughly that of the original Contract: ongoing environmental monitoring compliance. PBS has already executed it on their end.

Please let me know if you have any questions.



**THIRD AMENDMENT  
TO PROFESSIONAL SERVICES CONTRACT**

This Third Amendment to the Professional Services Contract (hereinafter "Amendment 3") is made and entered into effective as of February 15, 2020, by and between Crook County, a political subdivision of the State of Oregon (hereinafter "County") and PBS Engineering and Environmental Inc. (hereinafter "Contractor"), collectively the "Parties."

**RECITALS**

- A. County and Contractor are parties to a Professional Services Contract dated May 16, 2018, for services including environmental monitoring for the Crook County Landfill (hereinafter the "Contract"). The Contract expired by its terms on December 31, 2019, but provided the express option for a renewal period of up to five years.
- B. The Contract was amended on or about May 1, 2019 (Amendment 1) and again on or about September 18, 2019 (Amendment 2). Amendment 2 extended the term through February 15, 2020.
- C. County's environmental monitoring needs are ongoing. County wishes to receive, and Contractor wishes to provide, continuing groundwater monitoring and analysis through the duration of the original, five-year extension.

**AGREEMENT**

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


- 1. Additional Services. Contractor will continue to provide the services described on Exhibit A attached to and made a part of this Amendment 3 (hereinafter the "Ongoing Services.")
- 2. Total Fee. With the exception of necessary dissolved trace mineral analyses, the total fee for the Contract as previously and hereby amended shall not exceed \$166,095.00, and the fee for the Ongoing Services will be charged as described in the attached Exhibit A, in an amount not to exceed \$108,890.00. The Parties estimate up to ten necessary dissolved trace mineral analyses during the Ongoing Services period at a per sample cost of \$120.00 and a total cost not to exceed \$1,200; an amendment to this Amendment 3 will be required if the Parties desire more than ten dissolved trace mineral samples during the Ongoing Services Period.

3. Extension of Duration. The duration of the Contract as previously amended is extended to December 31, 2024. The Ongoing Services will be completed on or before that date.
4. Reaffirmation. Except as modified by this Amendment 3, all terms and conditions of the Contract and any prior amendments are reaffirmed and remain unmodified and in full force and effect.
5. Counterparts. This Amendment 3 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 Amendment to be effective the date first set forth above.

**For Contractor**

PBS ENGINEERING AND  
ENVIROMENTAL INC.

By:   
Signature  
Toby Scott  
Printed Name  
Title: Sr. Project Manager  
Date: Feb. 26, 2020

**For Crook County**

CROOK COUNTY COURT

Seth Crawford, County Judge  
Date: 3-4-20  
Jerry Brummer, County Commissioner  
Date: 3-4-20  
Brian Barney, County Commissioner  
Date: 3-4-20

# Exhibit A

Cost Estimate for Crook County Landfill Environmental Services  
Professional Services Contract dated 5/16/18 - Exhibit D, revised for Contract Extension

Item	Cost Estimate	PBS Phase & Task	2020, 2024 Quote	2021-2023 Quote
1a	DEQ Split Sampling Semi-annual sampling and reporting (Spring)	P1, T1	\$7,300	\$6,500
1b	Semi-annual sampling and reporting (Spring)	P1, T1		
2a	DEQ Split Sample GW and leachate sample analysis (Spring)	P1, T2	\$3,520	\$1,450
2b	GW and Leachate Sample Analysis (Spring)	P1, T2		
3	Annual sampling and reporting (Fall)	P2, T1	\$9,820	\$9,820
4	Groundwater sample analysis (Fall)	P2, T1	\$560	\$560
	Sub - Total GW Monitoring		\$21,200	
	Analysis of dissolved trace metals (up to per sample)	As Needed	\$120	
5	Sub-Total LFG quarterly monitoring	P3	\$2,300	\$2,300
<b>Total Estimate per Year for 2020, 2024 (1a, 2a,3,4,5)</b>			<b>\$23,500</b>	
<b>Total Estimate per Year for Years 2021-2023(1b, 2b,3,4,5)</b>				<b>\$20,630</b>

Notes:

- Spring Sampling Analysis: Assumes 3 GW samples + 1 Duplicate +1 Trip Blank for VOCs+ 2 leachate samples
- Spring DEQ Split Sampling event includes Groups 1b, 2A, 2B and 3.
- Fall Sampling Analysis: Assumes 3 GW samples + 1 Duplicate (No VOCs)
- Based on 2020 Labor and Analytical Rates, subject to adjustment



# Crook County Legal Counsel

Mailing: 300 NE Third St., Rm 10, Prineville, OR 97754 • Phone: 541-416-3919  
Physical: 267 NE 2<sup>nd</sup> St., Ste 200, Prineville, OR 97754 • Fax: 541-447-6705



## MEMO

TO: Crook County Court

FROM: John Eisler, Crook County Legal Counsel's Office

DATE: February 26, 2020

RE: *Family Resource Center Agreement re CAMI Grant*  
Our File No.: Ct Contracts 279

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Attached is an Agreement with the Family Resource Center to establish and maintain a working relationship with the Center and to support the "Crook County Parenting Today" classes the Center offers to County citizens.

The Center will provide 11 workshops for parents to attend throughout the year, providing class materials and free childcare. The County will provide the Center a total of \$14,000 over 2 years' time in support of the classes.

Funding is through the CAMI grant from the State, which also go to the KIDS Center. The terms of this agreement mirror that of our agreement with the KIDS Center. The agreement has been approved by the DA's Office and executed by the Family Resource Center.

Let me know if you have any questions.

***Please place this memo and the attached document(s)  
on the Wednesday, March 4, 2020 County Court  
Agenda as a CONSENT ITEM, for approval and  
signatures***

A handwritten number "8" is visible in the bottom right corner of the page.

**FAMILY RESOURCE CENTER OF CENTRAL OREGON  
CROOK COUNTY DISTRICT ATTORNEY on behalf of  
CROOK COUNTY CHILD ABUSE MULTI-DISCIPLINARY TEAM  
AGREEMENT**

THIS Agreement is entered into between Family Resource Center of Central Oregon, an Oregon non-profit corporation (hereinafter “Center”), and Crook County, a Political Subdivision of the State of Oregon, on behalf of the Crook County Child Abuse Multi-Disciplinary Team (hereinafter “Crook County”).

WHEREAS, Family Resource Center of Central Oregon provides a “Crook County Parenting Today” course that provides education to parents and children to prevent neglect and abuse; and

WHEREAS, Crook County and the Crook County Child Abuse Multi-Disciplinary Team desire to establish and maintain a cooperative working relationship with Family Resource Center of Central Oregon to provide parents classes for the benefit of children residing in Crook County;

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

1. **Term.** Unless sooner terminated as described herein, this agreement will be effective for 24 months commencing on July 1, 2019, regardless of the date on which it is signed, and ending on June 30, 2021.
2. **Access to parenting services:**
  - A. Center will provide a year-round parenting class for parents in Prineville and surrounding communities. The program will provide three sets of eleven workshops for parents for a total of 33 weeks yearly.
  - B. The workshops will include a parent workbook and handouts and childcare at no cost to the families.
  - C. The families will be referred by the Courts, Department of Human Services, Parole and Probation, KIDS Center and private attorneys.
3. **Funding.** Crook County agrees to provide Center with \$1,750.00 quarterly, for a total of \$14,000 from July 1, 2019 to June 30, 2021. Center will bill Crook County at the end of each calendar quarter, with payment due within 30 days. Notwithstanding the foregoing, for any portion of a calendar quarter that precedes the date when this Agreement is signed by both parties, payment will be made within 30 days of that date.
4. **Non-appropriations.** Crook County may at any time and without penalty, terminate this agreement if it fails to receive funding or adopt appropriations, limitations, or other expenditure authority at levels sufficient to pay the costs described herein. Crook County

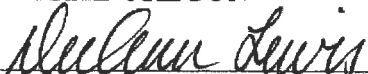
shall provide a thirty (30) day notice to Center in the event of termination under this section

5. **Termination.** This Agreement may be terminated by either party with sixty (60) days written notice.
6. **Indemnification.** Center agrees to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Center or any of the officers, agents, employees or subcontractors of Center ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the Center from and against any and all Claims.
7. **Required Insurance.** Center agrees to: i) obtain insurance as specified under "Types and Amounts" on Exhibit C, attached hereto and incorporated by reference herein, and meeting the requirements under Additional Insured, "Tail" Coverage, Notice Of Cancellation Or Change, and Certificates Of Insurance, and ii) maintain the insurance in full force throughout the duration of the Agreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to the State of Oregon. For the purpose of this Agreement, Center is deemed the "Subcontractor," the Oregon Department of Justice is deemed the "Agency," the State of Oregon is deemed the "Grantor," and Crook County deemed the "Grantee," as those terms are used in Exhibit C.
8. **Attorney Fees.** In the event an action, lawsuit or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of the Agreement, each party shall bear its own attorney fees, expenses, costs and disbursements for said action, lawsuit, proceeding or appeal.
9. **Waiver.** The failure of any party at any time or from time to time to enforce any of the terms of the Agreement shall not be construed to be a waiver of such term or of such party's right to thereafter enforce each and every provision.
10. **Governing Law.** The Agreement shall be construed in accordance with and governed by the laws of the State of Oregon.
11. **Merger and Modification.** This Agreement signed by both parties is the final and entire agreement and supersedes all prior and contemporaneous oral or written communications between the parties, their agents, and representatives. Any modifications or amendments must be in writing signed by both parties.
12. **Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of

the parties shall be construed and enforced as if the agreement did not contain the particular term or provision held to be invalid.

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

**FAMILY RESOURCE CENTER OF  
CENTRAL OREGON**

  
Dee Ann Lewis, Family Resource Center  
of Central Oregon Executive Director  
Date: \_\_\_\_\_

**CROOK COUNTY**

\_\_\_\_\_  
Seth Crawford, Judge

Date: 3-4-20

\_\_\_\_\_  
Jerry Brummer, Commissioner

Date: 3-4-20

\_\_\_\_\_  
Brian Barney, Commissioner

Date: 3-4-20

EXHIBIT C  
SUBCONTRACTOR INSURANCE REQUIREMENTS

A. REQUIRED INSURANCE. Subcontractor shall obtain at Subcontractor's expense the insurance specified in this section prior to performing under this Agreement and shall maintain it in full force and at its own expense throughout the duration of this Agreement. Subcontractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Grantor.

i. WORKERS COMPENSATION. All employers, including Subcontractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2).

ii. EMPLOYERS' LIABILITY.

Required by Agency     Not required by Agency.

If Subcontractor is a subject employer, as defined in ORS 656.023, Subcontractor shall obtain employers' liability insurance coverage.

iii. PROFESSIONAL LIABILITY

Required by Agency     Not required by Agency.

If in the conduct and implementation of the Subcontract, Subcontractor provides professional advice or services, Subcontractor shall obtain and maintain Professional Liability Insurance in a form and with coverages that are satisfactory to the State covering any damages caused by an error, omission or any negligent acts related to the professional services to be provided under this Agreement. Coverage shall be written on an occurrence basis in an amount of not less than \$2,000,000. Annual aggregate limit shall not be less than \$4,000,000.

iv. COMMERCIAL GENERAL LIABILITY.

Required by Agency     Not required by Agency.

Subcontractor shall obtain and maintain Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to the State. This insurance shall include personal injury liability, products, and completed operations. Coverage shall be written on an occurrence basis in an amount of not less than \$2,000,000. Annual aggregate limit shall not be less than \$4,000,000.

///



v. AUTOMOBILE LIABILITY INSURANCE: AUTOMOBILE LIABILITY.

Required by Agency     Not required by Agency.

If in the conduct and implementation of the Subcontract, Subcontractor provides transportation for or transports individuals in automobiles, Subcontractor shall obtain and maintain Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability").

B. ADDITIONAL INSURED. The Commercial General Liability insurance and Automobile Liability insurance required under this Agreement shall include the State of Oregon, its officers, employees and agents as Additional Insureds but only with respect to Subcontractor's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

C. "TAIL" COVERAGE. If any of the required professional liability insurance is on a "claims made" basis, Subcontractor shall either maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Agreement, for a minimum of 24 months following Subcontractor's completion and Grantor's acceptance of all performance required under this Agreement. Notwithstanding the foregoing 24-month requirement, if Subcontractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then Subcontractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace for the coverage required under this Agreement. Subcontractor shall provide to Grantee or Grantor, upon Grantee or Grantor's request, certification of the coverage required under this Exhibit C.

D. CERTIFICATE(S) OF INSURANCE. Subcontractor shall make available to Grantee Certificate(s) of Insurance for all required insurance before performance required under this Agreement. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). Subcontractor shall pay for all deductibles, self-insured retention and self-insurance, if any. The Subcontractor shall immediately notify the Grantee of any material change in insurance coverage.



**Crook County Commission**  
Ochoco National Forest & Crooked River National Grassland  
March 4, 2020

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**PROJECT PLANNING UPDATES**

**Ochoco Wild Horse Herd Management Plan**

*Draft Environmental Assessment expected for release in March 2020*

The Ochoco NF has been working since 2015 to revise the herd management plan for the Big Summit Wild Horse Territory and expects to release a Draft Environmental Assessment for public comment this summer. The environmental analysis will focus on determining an Appropriate Management Level (AML) for the herd, based on available forage within the territory, the competing needs of wildlife and permitted livestock, and concerns for genetic variability and other horse welfare issues. Prior to starting the analysis, the Ochoco worked with a diverse public group for two years to explore social values surrounding the herd, hear concerns, and develop improved protocols for herd management. The analysis and decision, coupled with feedback from public groups, will inform the creation of a new herd management plan. The existing management plan was written in 1975, calling for an AML of 55 to 65 head. Recent surveys estimate between 125 and 155 horses currently occupy the territory. The 1975 plan also relies on management tools no longer available to the Forest Service.

**Walton Lake Restoration Project**

*Draft Environmental Assessment released for 30-day public comment February 18*

The Lookout Mountain Ranger District continues working on an Environmental Analysis to determine how best to deal with a laminated root rot infection in many of the fir trees within the Walton Lake Campground and Day Use Area. Forest pathologists have determined the tree disease is widespread within the developed recreation area, creating a forest health and public safety concern. Laminated root rot passes from the soil to the roots of Douglas fir and grand fir trees, rotting the tree from within and causing it to eventually fall without warning. Walton Lake is the busiest recreation site in the Ochocos. Trees frequently fall across the Walton Lake loop road and across the Round Mountain hiking trail where it accesses the lake. A build-up of dead and decaying trees also creates a fire hazard. The Forest Service has previously proposed to remove about 40 acres of the host trees and replant with disease-resistant species like Ponderosa pine and Western larch, which raised concerns from interest groups that the Forest Service has not adequately disclosed to the public how drastic the change in visual scenic quality would be. In response, the Forest is working with the Crook County Natural Resource Advisory Council and the Ochoco Forest Restoration Collaborative to invite a range of opinions and help outreach the issues to a broader public. The 40-acre section of diseased trees remains administratively closed to the public, but the campground and day use areas are open.

**Black Mountain Vegetation Management Project**

*Final EIS complete; Record of Decision was signed in January.*

This project will implement forest restoration activities across more than 15,000 acres on the Paulina Ranger District, just east of Big Summit Prairie. Activities include actively managing dry forests within the project area to restore historic stand composition, reducing hazardous fuel loads, and restoring hardwood communities and aquatic ecosystems. This will be accomplished using commercial and noncommercial thinning, prescribed



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burning, replanting, stream restoration, and transportation management. Objectives for the project include increasing forest resilience to insects, disease, fire, and drought; reducing the risk of uncharacteristic high severity fires; enhancing and restoring hardwood communities; and protecting and enhancing wildlife habitat for an array of species.

#### **Ochoco Trails group proposal**

*Proposal received. Forest expects to begin scoping and preliminary analysis this year.*

Ochoco Trails (formerly called the Ochoco Trails Strategy Group) is a grassroots, community effort that developed a proposal for 100 miles non-motorized trail expansions in the Ochoco National Forest. The group includes representation from the Central Oregon Trails Alliance (a mountain biking group), Back Country Horsemen of Oregon, Oregon Equestrian Trails, and the Oregon Hunters Association, as well as hikers, local ranchers, business owners, conservationists, and the Prineville/Crook County Chamber of Commerce. The group began meeting several years ago to address the growing demand for developed recreation opportunities in the Ochoco NF. By bringing together different recreation groups, the conservation community and local input, the group has worked through many of the social values questions and built consensus around the proposal prior to offering it to the Forest Service. The Forest expects to begin a customary analysis of the proposal this year, which will include outreaching the proposal and seeking public feedback on the group's work.

The group is now discussing similar proposals for the Crooked River National Grassland.

#### **Bear Creek Cluster Allotment Management Plan**

*Final EIS/Draft ROD expected this spring.*

The proposed project would reauthorize grazing permits and modify grazing management in four allotments on the Lookout Mountain Ranger District: Bear Creek, Elkhorn, Snowshoe and Trout Creek. Actions include changes in livestock management requirements as well as riparian restoration. The project is located about 40 miles north of Prineville, Ore. in the Trout Creek, Bear Creek and Bridge Creek drainages. A Draft EIS has already been released for public comment. Forest planners expect to issue a Final EIS and Draft Record of Decision this winter.

#### **Sunflower Cluster Grazing Authorization**

*Public scoping occurred in fall 2019; Draft Environmental Assessment expected in June 2020.*

The Paulina Ranger District is preparing an environmental assessment that would reauthorize livestock grazing on the Dry Corner, Sunflower, and Wind Creek grazing allotments (Sunflower Cluster) and promote elk and deer distribution on their seasonal ranges, in the southeast corner of the Ochoco National Forest, about 17 miles northeast of Paulina, Ore.

#### **Bellwether Healthy Forest Restoration**

*The Forest has begun to prepare a Categorical Exclusion. Tribal Consultation and Scoping are expected to begin this year.*

The Paulina Ranger District is preparing a CE for commercial and noncommercial thinning and prescribed burning on approximately 1,950 acres of lands designated as insect and disease treatment areas. The project





area is on the eastern edge of the Ochoco National Forest, about 20 miles west of Dayville. The project analysis would be completed by a third party contracted by Oregon Department of Forestry through the Department's Federal Forest Restoration Program.

## GENERAL UPDATES

### Recreation

#### *Ochoco Trails (formerly known as Ochoco Trails Strategy Group)*

The Forest is currently working on 4 categorical exclusions (CE) that derive from recommendations made by Ochoco Trails. All 4 CEs propose changing the designation of existing roads or trails to accommodate non-motorized recreation. Three of the CEs propose designating non-motorized trails for equestrian use near Allen Creek Horse Camp, Forest Camp, and the Dry Creek Equestrian Camp. A fourth CE proposes to convert trails at Bandit Springs Sno Park and Trailhead on Highway 26 from "winter use" to "year-round use."

#### *Land and Water Conservation Fund (LWCF)*

The Crooked River National Grassland has submitted a proposal to the US Forest Service - Washington Office to use LWCF to purchase 100 acres along the Crooked River. The land is offered for sale by the Trust for Public Lands. The property is located next to the Crooked River Ranch golf course. The property spans from rim to rim across the river canyon and provides the only public river access for 20 miles. It is also deemed important to wildlife and anadromous fish. The National Forest is awaiting a response from the National Office on whether the purchase will be funded.

#### *Skull Hollow Campground and Trailhead improvements*

The Forest issued a decision last year to implement a number of improvements to the Skull Hollow Campground and Trailhead in response to growing recreation demands at the site. Skull Hollow is the busiest recreation site on both the Grassland, due in large part to its close proximity to Smith Rock State Park and the overflow camping opportunities it provides. It is also situated close to many Central Oregon communities and it's open for recreation early in the spring when many forest sites are still under snow or too wet and muddy. The Forest added 28 new campsites last spring and installed several new toilets. This winter we added another 10 campsites, for a current total of 75 campsites available at the campground. We also continue working to pave and gravel parts of the parking areas and install picnic tables and kiosks to improve parking and access for hikers, equestrians and cyclists. Additionally, we are adding large boulders along the camping and parking areas and the road that accesses Gray Butte Trailhead to prevent unauthorized dispersed camping or off-road driving. Overall, the improvements will create a better experience for visitors by providing more amenities and reducing user conflict by designating a well-planned parking and camping area.





## **Current Logging and Log Hauling Activity**

### **Paulina Ranger District**

*Top Dog Reoffer* (Wolf Vegetation and Fuels Management Project). Hauling on Forest Road 42 from 6 Corners and Forest Road 4290 to Forest Road 3810, all out to Beaver Creek

*Honi Stewardship Reoffer* (Wolf Vegetation and Fuels Management Project). Hauling on Forest Road 42 from 6 Corners and Forest Road 4260 (Rd 4260-700) to Beaver Creek

*Cottonwood Decks* (old LSP/Jackson decks). Removing decked logs, Forest Road 4274 (Cottonwood Pit area). Hauling Forest Road 12 south to 6 Corners, down Forest Road 42/Beaver Creek.

*Lytle Timber Sale* (Gap Landscape Restoration Project). Full logging operations. Hauling on Forest Roads 4215 and 4220 (east end) to Forest Road 42 (Lookout Mountain RD).

### **Range updates**

There are no significant changes to the grazing program this year. The Forest Service manages 38 grazing allotments in Crook County, in addition to 9 in Wheeler County, 18 in Jefferson County and 3 in Grant County. These allotments serve roughly 12,000 head of cattle each year for around 53,000 Animal Unit Months and between 3,000 - 4,000 head of sheep for close to 4,000 AUMs. Actual numbers can fluctuate each year depending on weather, fire and range conditions.

### **Fire Season Outlook**

It is still too early to make accurate predictions about the coming wildfire season. Overall, snowpack is light. Precipitation through March, April, May and June will have a strong effect on fuel moistures that determine fire behavior this summer. The weather through July and August, notably heat, wind and lightning activity, also play a critical role in determining the extent of wildfire activity. Our shared fire organization across Central Oregon is fully staffed and prepared to respond to wildfire activity.

### **Prescribed Burning**

Objectives for our projects include reducing fuel accumulations, increasing canopy base height, reducing ladder fuels, improving wildlife habitat, and reintroducing fire to the landscape to reduce the potential for high-intensity wildfire.

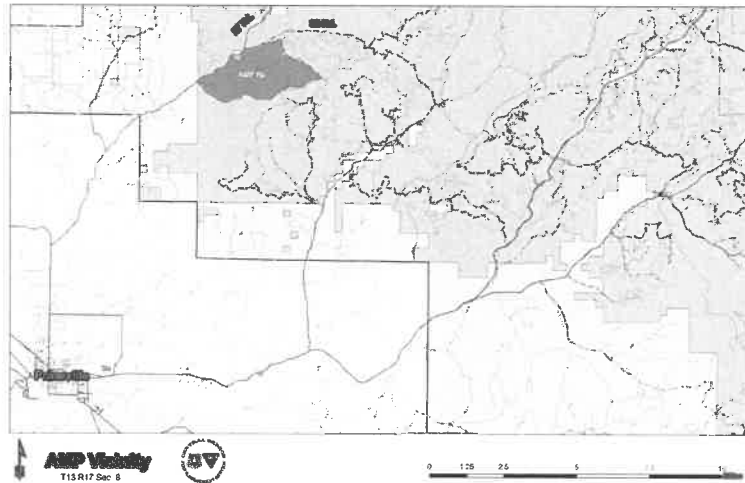
This year, we'll be looking for opportunities to conduct prescribed burns in the McKay Creek drainage, near the Mark's Creek subdivision, and in the HEJ project units just north of Big Summit Prairie. We also have burn units in the Gap area near Teater's Road, and on the Crooked River National Grassland.





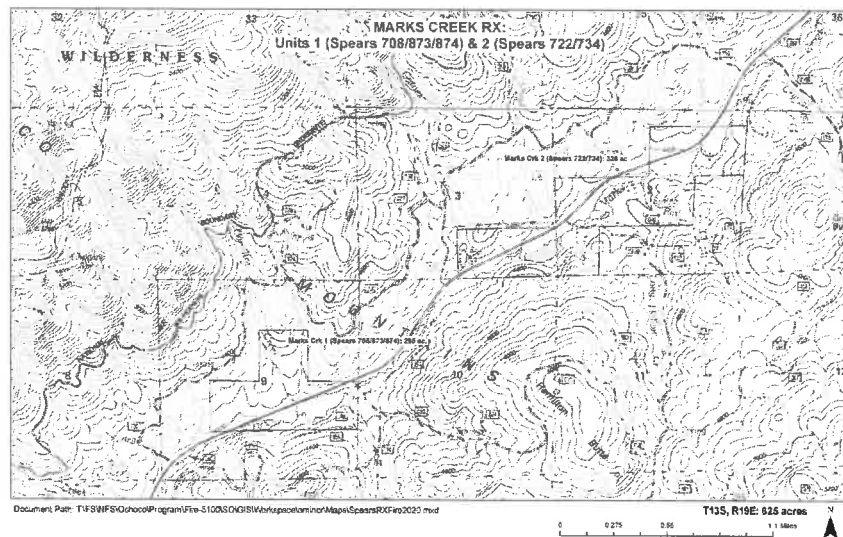
### McKay AMP prescribed burn

This fall, we plan to seek opportunities to burn the 3,227-acre AMP project, located near Prineville along the McKay Creek drainage, following Forest Service Roads 27 and 33. The Forest is working with adjacent property owners on timing and access. Last year, we blacklined around the unit and burned some of the slash piles within the unit. This year, we'd like to broadcast burn within the unit using aerial ignitions, similar to what we did last fall with the Canyon 66 burn. Prescribed fire will reduce fuel accumulations in the area, protecting nearby private property and creating a safer suppression response to wildfires for wildland firefighters. Any burning in this area will involve significant preparations and public notifications.



### Mark's Creek prescribed burn

We're also planning a 625-acre prescribed burn just north of Highway 26, in between the Mill Creek Wilderness and the Marks Creek subdivision. The intent is to reduce fuel accumulations and better protect private property in the event of another wildfire, such as the 2017 Desolation Fire. The Forest is working on outreach to homeowners.





## **Invasive Plants**

This coming field season, houndstongue, medusahead, and knapweeds will continue to be our focal weed species.

The invasive plant program continues its strong partnership with the Crook County Weed Master. The program treated 2,440 acres across the Ochoco National Forest and Crooked River National Grassland last year, and the Weed Master was an integral part of treating the majority of those acres. We also work extensively with Crooked River Weed Management Area on outreach, education, and prevention in the community.

We received \$20,000 in Title II funds this year that will aid in continued cooperation with Crook County. We also received Title II funding for all Counties (Crook-25k, Jefferson-40k, Wheeler-22k, and Grant-18k) for Heart of Oregon Corps youth at work, that assist us with invasive plant control and eradication across the Forest and Grassland.

Restoration is key to reclaiming disturbed sites and preventing invasive plants from becoming established as well as provide better habitat for native plant species. We received funding for a two-phase restoration project in Ingram Meadow, north of Mill Creek Wilderness. Last year, Phase I was re-wetting the meadow, which will be followed this year by Phase II, planting of native plant species. This is an integrated project with partnerships, including Rocky Mountain Elk Foundation, Middle Deschutes Watershed Council, and the National Forest Foundation. Similar riparian restoration projects on the Forest are on Deep Creek and Auger Creek, with Dick Creek being one of the next focal riparian restoration areas in future years.

## **Aquatics**

We have planned stream restoration work in the Opal Creek, headwaters of Trout Creek, and Foley Creek sub-watersheds (basically the NW corner of the forest) for the summers of FY20 through FY24. This work is being funded by a combination of Portland General Electric and Oregon Watershed Enhancement Board dollars. The work will consist of adding large wood, improving and creating pool habitat, and reconnecting streams to historic floodplains in an effort to improve fish habitat, riparian vegetation, and improve overall hydrologic and ecologic functioning.

The Ochoco National Forest has invested heavily in restoration of aquatic systems in recent years. In 2018, we completed a multiyear project to restore several miles of McKay Creek. The goal of the project was to reconnect the main channel to its historic floodplain, retain water from higher flows for a longer period of time, and add complexity with large wood and channel pattern with the intent to improve steelhead and redband trout spawning and rearing habitat. Portland General Electric contributed nearly \$500K to this project from its Pelton-Round Butte Dam upstream mitigation funds. Working in partnership with Trout Unlimited and ODFW, the Forest recently completed a similar restoration project along 7 miles of Deep Creek, with the intent to benefit redband trout and other wildlife in the area. Last year, aquatic restoration efforts focused on the 15-acre Ingram Meadow, about 2 miles north of Mill Creek Wilderness. The project included filling the downcut stream channel and replanting native vegetation to restore it to a "wet meadow" site. Ingram Meadow serves as the headwater for Auger Creek.

## **Youth Conservation Corps**

Heart of Oregon's AmeriCorps program is currently recruiting young people, ages 17-24, for ongoing AmeriCorps 2020 programs. Three-month programs are beginning in March and June in both Bend and





Prineville. Participants work 40 hours per week serving on local public lands while earning \$275/week and up to \$1,600 in college scholarships.

The Forests in Central Oregon continue to embrace the Youth Conservation Corps programs as a way to provide seasonal jobs to deserving youth while teaching them about the outdoors and the work of land management agencies. Last year, the Forest Service hosted 17 crews across Central Oregon with an estimated employment of 107 young adults from Prineville, Madras, Redmond, Warm Springs, Bend, Sisters and Crescent. Youth are recruited and hired through nonprofit partners like Heart of Oregon Corps and AmeriCorps. The Forest Service contributes money and staff to the program and most of their work and education days take place on public lands.

