



County Administration

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Crook County Board of County Commissioners

Wednesday, December 17, 2025 at 9:00 AM

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

Members of the public and media are welcome to attend in person or via Zoom: 1-253-215-8782; Meeting ID: 981 7361 2010; Passcode: 033745

Commissioners: Brian Barney, Chair; Susan Hermreck; Seth Crawford

Regular Session Agenda

Public Comment

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

Consent Agenda

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

- 1. Approve Minutes**
- 2. Approval of Amendment 2 to County / Parks and Rec Intergovernmental Agreement**
- 3. Approval of Calendar for FY27 Budget Process**

Discussion

- 4. Recommendation of Appointment to Hahlen Special Road District (HSRD)**
Requester:
Terry Flores, HSRD Secretary
- 5. Signature Request for Acceptance of Measure 57 Supplemental Funds**

Contract

Requester:

Aaron Boyce, Community Corrections Lieutenant

6. Lieutenant and Undersheriff Salary Schedule/Compensation Update

Requester:

Stephanie Wilson, Administrative Division Manager

7. Recommendation of Appointment to the Budget Committee

Requester:

Will Van Vactor, County Manager/Budget Officer

8. Approve 2026 Holiday Schedule, 2026 Regular Session Schedule, & 2026 Work Session Schedule

Requester:

Will Van Vactor, County Manager

9. Wolf Depredation Compensation Committee Mitigation and Depredation Funds Disbursement

Requester:

Hunter Neuharth, Wolf Depredation Compensation Committee Chair

10. Update on SWCD programs during fiscal year 2024-2025

Requester:

Andy Gallagher, SWCD District Manager

11. Amendment Service Contract with Muck Septic Service

Requester:

Bryan Libel, Assistant County Counsel

Presenter(s):

Eric Blaine, County Counsel

12. NewSun Energy Local Community Benefits and PILOT Agreement

Requester:

Jacob Ripper, Director of Permitting and Entitlements

Presenter(s):

Jake Stephens, CEO

Josie Norris, Director of Community Investments

13. Order 2025-37 Opting out of New Eastern Oregon Solar Siting Rules

Requester:

John Eisler, Community Development Director

14. Second Reading and Hearing of Ordinance 356: Off-Highway Vehicle (OHV) Ordinance

Requester:

Bryan Libel, Assistant County Counsel

Presenter(s):

Eric Blaine, County Counsel

Manager Report

15. Finance Committee Appointment

Commissioner Updates

Public Comment

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

Executive Session

16. **ORS 192.660(2)(f) To consider information or records that are exempt by law from public inspection**
17. **ORS 192.660(2)(h) Consulting with Counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.**

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

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

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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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Administration office.

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. Crook County encourages persons with disabilities to participate in all programs and activities. This event/location is accessible to people with disabilities. If you need accommodation to make participation possible, please call (541) 447-6555.

Contact: Brian Barney (brian.barney@crookcountyor.gov) (541) 447-6555 | Agenda published on December 15, 2025.



Agenda Item Request

Date of Meeting: December 17, 2025

Subject:
Approve Minutes

Background and Policy Implications:

Budget/Fiscal Impacts:

Requester:
First Last, Title

Presenter(s):
First Last, Title

Legal Review (only if requested):

Elected official sponsor (if applicable):

**CROOK COUNTY BOARD OF COMMISSIONERS MINUTES
OF MAY 14, 2025, WORK SESSION
Open Portion**

Be It Remembered that the Crook County Board of Commissioners met in a regularly scheduled Work Session on May 14, 2025, at 9:00 a.m. in the Administration Conference room located at 203 NE Court Street, Prineville, Oregon 97754.

Board Members Present: Commissioner Brian Barney, Commissioner Susan Hermreck, and Commissioner Seth Crawford

Absentees:

Others Present in Person or Via Zoom: County Counsel Eric Blaine; Community Development Director John Eisler; Executive Assistant and Communications Officer Sarah Puerner; County Manager Will Van Vactor; Executive Assistant Breyanna Cupp; Road Superintendent Brad Haynes; Fairgrounds Manager Casey Daly; District Attorney Kari Hathorn; Legal Assistant Alex Solterbeck; Health and Human Services Director Katie Plumb; Office Manager Rebecca Keegan; Natural Resources Manager Tim Deboodt; Assessor Jon Soliz; Assessment Technician Elsie Ray; Permit Technician Senior Ashley Leslie; Administrative Division Manager Stephanie Wilson; Appraiser Stephanie West; HR Director Meghan McKee; Administrative Services Manager Katrina Weitman; Administrative Assistant Mona Glade; Finance Director; Christina Haron; Linda Pepper; Tory Kurtz; Erin David; Kimberly Peacher; Ernie Echeveste; JC; Vashti; Mary Schnetzky; Triangle; and members of the public.

WORK SESSION

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

Public Comment: None

Discussion item #1: OSU Extension Open Campus and Juntos Program Update:

Requester: Rebecca Keegan

Details: Jennifer Boyle and David Gutierrez attended the Work Session to brief the Board on OSU Open Campus and the Juntos program; slides will be emailed due to a technical issue. David described Juntos' series of family-night workshops covering college/post-secondary options, financial aid (FAFSA/Oregon Promise), scholarships, and graduation readiness, along with student clubs, summer college-prep activities, and facilitated campus visits (annual OSU Corvallis trip, with plans to expand to UO and PSU). He and Jennifer reported active outreach at Crook County High School and Middle School and noted 2024 support for 56 students, including 28 FAFSA/Oregon Promise filings and 47 scholarship applications. Jennifer emphasized expanding vocational and Career & Technical Education pathways—over half of supported students pursue trades—with a new statewide CTE specialist, exploration of partnerships such as Baker Technical Institute and UTI, and continued coordination with COCC to support transfer planning and avoid excess non-transferable credits. David closed with anonymized senior highlights on post-secondary destinations, majors, and significant scholarship awards.

Discussion item #2: Department of Defense Grant for Military Overlay Zone

Introduction:

Requester: John Eisler

Details: Community Development Director John Eisler attended the Work Session and briefed the Board on the Department of Defense–funded Military Training Route (MTR) Overlay Zone project, joined by consultant Ann Beier and Federal partners including Lt. Col. Baker (Oregon Air National Guard/Kingsley Field) and Kimberly Peacher, Community Planning & Liaison Officer with the DoD’s Northwest Training Range Complex. Staff outlined updates to the Comprehensive Plan, maps, and code to establish a “no-surprises” early-coordination process—requiring pre-application notification and consultation for development within special-use airspace and existing military flight training routes (primarily in eastern Crook County)—to address potential encroachments such as wind/solar facilities, transmission lines, tall communications structures, and private airstrips. The overlay functions like a floodplain overlay (adds notice/consultation; does not prohibit uses) and will be paired with updates to renewable-energy provisions to align with State notification requirements. A background on the grant and project goals was provided, along with a presentation on protecting special-use airspace and MTRs; Lt. Col. Baker also summarized Kingsley Field operations and training, including the regional/national value of Oregon’s airspace. The Planning Commission held a public hearing in late April and unanimously recommended adoption; Board hearings are anticipated in Summer 2025.

Discussion item #3: Transportation Safety Action Plan:

Requester: John Eisler

Details: Community Development Director John Eisler attended the Work Session to provide an update to the Board on the Transportation Safety Action Plan (TSAP), which aligns with USDOT’s SS4A program and uses the Safe System Approach, crash analysis, and community input to set a public commitment and measurable safety targets that strengthen future funding bids. 2018–2022 data show ~850 crashes (~170/year), 15 fatalities, and 81 serious injuries, with key factors including speeding (40%), unbelted occupants (28%), impaired driving (21%), and lane-departure/fixed-object collisions (~70%). Will emphasized that documenting issues in the TSAP prioritizes fixes and improves eligibility for State/Federal support, including coordination with ODOT. Erin David (Parametrix) noted the commitment should be issued by a high-ranking body and include a date—either a reduction target (e.g., 50%) or focus on specific crash types—with no penalties for not meeting targets; staff favored “strive toward zero” language. Next steps: bring a commitment resolution to a future Board meeting, confirm task force membership, develop an SS4A-eligible project list for the 2026 cycle, and establish performance metrics with public reporting.

During discussion of the Transportation Safety Action Plan, Will emphasized that the plan provides a formal mechanism to identify and document specific safety issues so they can be prioritized and addressed. He noted that including issues in the plan

positions the County to pursue Federal and State funding tied to those identified needs. Will added that the plan moves the County from talking about problems to committing to fix them, and he invited Erin to correct or clarify if needed. Commissioner Crawford was referred to in the context of focusing on concrete safety concerns and securing external funding support.

Discussion item #4: Approve Final Draft of Crook County Landfill's Solid Waste Management Plan:

Requester: Jacquie Davis

Details: Landfill Manager Jacquie Davis attended the Work Session requesting Board approval of the final draft of Crook County Landfills Solid Waste Management Plan prepared by JRMA. Staff noted the plan has been in development for over a year; Kevin previously presented, no public comments were received, and remaining questions from Will were resolved in a follow-up call. In response to Commissioner Barney, Davis confirmed the plan addresses the new recyclables program, including a potential recycling facility/center with concept drawings that could proceed if funding is secured, and it outlines program guidelines and expectations going forward. The Board directed staff to place the plan on a future consent agenda; there are no time constraints, and the Board thanked Jackie for her work.

Discussion item #5: Consider Replacing City Representative on Natural Resources Advisory Committee:

Requester: Tim Deboodt

Details: Natural Resources Manager Tim Deboodt attended the Work Session to brief the Board on replacing the City of Prineville representative on the Natural Resources Advisory Committee (NRAC), outlining the committee's history and current bylaws (9–11 members; no designated city seat). City representative Casey Kaiser, whose term runs through December 31, 2025, asked that Councilor Shane Howard be appointed to serve the remainder of his term; however, Commissioners noted this would be a “swap,” not a vacancy fill. Consistent with standard procedure, the Board advised that if Casey no longer wishes to serve, he should resign and the County would advertise the vacancy, conduct the 30-day notice, have NRAC review applications and recommend a candidate, and then the Board would appoint—preserving staggered terms and process equity. The Board encouraged Shane (and others) to apply if a vacancy is created and noted a separate future discussion could consider bylaw changes to formalize a city seat and/or partnership. No action taken.

Discussion item #6: Initial Discussion for Chip Seal Road Project:

Requester: Brad Haynes

Details: Road Superintendent Brad Haynes attended the Work Session to discuss the 2025 chip seal project and requested approval to purchase chip seal oil from Albina Asphalt via the Deschutes County contract (Crook County was named on the RFP) for a total of \$554,310—\$491,645 for oil (about \$700/ton delivered; roughly \$30/ton higher than the prior year) and an estimated \$62,665 for the distributor (\$350/hour, six-hour minimums). The work was set to cover approximately 22 miles on Juniper Canyon Road (Highway 380 to the county boat ramp road) and the upper and lower Davis Loop, including a double chip on the Juniper Canyon hill; this corridor was last chip sealed

about 10 years ago. The Road Department noted they chip seals 20+ miles annually to maintain a pavement condition index (PCI) above 70, with a goal of 80; the purchase was budgeted but required a budget adjustment due to price increases. Rock previously contracted was being delivered to the Hilltop pit, an additional roller was to be rented, temporary flagging services were engaged, and public outreach included a reader board on Juniper Canyon and a short social media slideshow. Work was planned for June 2–18, weather permitting, with further discussion and Board action slated for the following week.

Discussion item #7: Review and consider approval of letter to Oregon Department of Justice, authorizing the Crook County District Attorney to submit an application for the Child Abuse Multidisciplinary Intervention program:

Requester: Eric Blaine

Details: County Counsel Eric Blaine attended the Work Session and briefed the Board on a request from the District Attorney's Office to submit the 2025–2027 Oregon Department of Justice Child Abuse Multidisciplinary Intervention (CAMI) grant and asked the Board to review and consider a designation letter to DOJ authorizing District Attorney Carrie Hawthorne to apply on behalf of Crook County. Blaine noted the County's long participation in CAMI (2019–2021 award: over \$94,000; 2021–2023 award: over \$130,000) and that applications are due May 19. CAMI funds support medical care and forensic examinations for suspected child-abuse victims, both to provide immediate assistance and to develop evidence for potential prosecutions. A draft letter was reviewed by Finance with no concerns. The Board was asked to approve issuance of the designation letter; any formal action would occur outside the work session.

MOTION to approve the letter designating Kari Hathorn Crook County District Attorney having authority to submit an application for the 2025-2027 child abuse multidisciplinary intervention program grant, and commissioners sign outside of the meeting. Motion seconded by Commissioner Crawford. No discussion. Commissioner Hermreck votes Aye, Commissioner Crawford votes Aye, Commissioner Barney votes Aye. Motion carried 3-0.

Manager Report:

Will Van Vactor thanked the Commissioners and the full Budget Committee for their work at Monday's session, noting the process went smoothly and culminated in approval of the proposed budget. Appreciation was extended to department heads for strong submissions and to the budget team—especially Jamie and Christina—for assembling the document. Commissioners reciprocated thanks, including recognition of the accounting manager's first-year efforts. The approved budget will be returned to the Board for formal adoption on June 11th.

Commissioner Updates:

Commissioner Crawford thanked Will for developing and distributing a public meeting rules checklist to all departments, noting it as a first step toward standardizing notices, recordings, and practices across boards and committees. Will reported that OGEC offers

a strong best-practices training and is committed to ensuring all boards operate under the same rules, with the checklist to be tailored to Crook County. The Board discussed exploring consistent Zoom use, audio/video recording, and timely posting for all advisory bodies; no decisions were made at this time.

Will noted OGEC's checklist is a strong starting point for anyone supporting boards or committees and emphasized consistent use. He recommended tailoring the checklist to Crook County's preferred best practices and any county-specific rules, committing to ensure all boards and committees operate from the same rule set. He added that using the checklist uniformly will help identify issues in real time for updates and improvements.

Commissioner Hermreck reported that she and Will planned to travel to Salem for the next County College session to continue commissioner training and peer learning. She emphasized the value of networking with commissioners from across Oregon and noted that she consistently returns with insights that affirm Crook County's strong standing compared to challenges facing some other counties. Recent sessions included educational site visits, such as correctional facilities and the Oregon State Hospital, which, were informative and underscored the importance of continued learning. She expressed appreciation for the opportunity to participate and the benefits of ongoing training for both new and experienced officials.

Commissioner Barney announced that the Crook County Justice Center was recognized by the Daily Journal of Commerce (DJC) with a top politics award, with an awards ceremony scheduled for June 12 at the Oregon Convention Center in Portland. He noted the recognition is directed primarily to the project team—Kirby Nagelhout Construction, Pinnacle Architecture, and KMB—and all contributors involved in building the Justice Center. He thanked staff, acknowledged Sarah for issuing a press release, and recognized county personnel, including John, for their roles. Commissioner Barney also remarked on last Friday's law enforcement flag memorial held in front of the Justice Center, describing it as a beautiful ceremony at a fitting venue.

At 10:02AM the Board of Commissioners convened into Executive Session under the following statute(s): ORS 192.660(2)(e) For the purpose of conducting deliberations with persons designated by the governing body to negotiate real property transactions.

EXECUTIVE SESSION

8. ORS 192.660(2)(e) For the purpose of conducting deliberations with persons designated by the governing body to negotiate real property transactions.

At the conclusion of the Executive Session, the Board of Commissioners convened back into Open Session, inviting members of the public into the meeting room.

MOTION to direct staff to correspond with the counterparty as discussed in executive session and if the counterparty agrees to authorize signing of the lease outside of the meeting. Motion seconded by Commissioner Crawford. No discussion. Commissioner Crawford votes Aye, Commissioner Barney votes Aye, Commissioner Hermreck votes Aye. Motion carried 3-0.

Respectfully submitted,

Sarah Puerner / Breyanna Cupp

**CROOK COUNTY BOARD OF COMMISSIONERS MINUTES
OF NOVEMBER 14, 2025, SPECIAL MEETING
Open Portion**

Be It Remembered that the Crook County Board of Commissioners met in a Special meeting on November 14, 2025, at 2:00 p.m. in the County meeting room located at 320 NE Court Street, Prineville, Oregon 97754.

Court Members Present: Commissioner Brian Barney and Commissioner Seth Crawford

Absentees: Commissioner Susan Hermreck

Others Present in Person or Via Zoom: County Manager Will Van Vactor; Executive Assistant Breyanna Cupp; Landfill Director Jacquie Davis; Natural Resources Manager Tim Deboodt; Community Development Director John Eisler; Finance Director Christina Haron; Human Resources; Katie; Jessica Barnes; and members of the public.

SPECIAL SESSION

The meeting was **called to order at 2:00 p.m.**

Public Comment: None

Discussion item #1: Review of Core Services for the Landfill, Natural Resources, and Community Development Departments:

Requester: Will Van Vactor

Details: County Manager Will Van Vactor attended the Special Session to review the core service descriptions for the Community Development, Natural Resources, and Landfill departments. The purpose of these reviews is to gather Commissioner feedback for incorporation into the final core services document for all departments, which will be presented to the Board in early 2027. This session continues the work that began in the September and October Special Sessions, which focused on the core services of the Sheriff's Office, Library, and Health Department. These evaluations ensure that county service delivery remains aligned with community needs and strategic priorities. Will also provided an overview of what core services represent in the public sector and explained the purpose of the ongoing Special Sessions for those who have not attended previous meetings.

Natural Resources Manager Tim Deboodt presented the mission and purpose of the Natural Resources Department. He outlined the department's core service areas, including policy coordination and advocacy; advisory services and public engagement; monitoring and legal policy analysis; intergovernmental and regional representation; and response and issue management. For each service area, Tim explained the key activities, impacts, and how they align with the Board of Commissioners' goals and priorities. He also reviewed the department's performance measures and strategic partnerships, highlighting the extensive collaboration with federal, state, local, and non-governmental organizations. Additionally, Tim provided an overview of Natural Resources operations funding.

During the discussion, Commissioner Barney noted that he remembered when the department's service gap was filled by Tim's role and expressed appreciation for the excellent work he is doing.

Landfill Director Jacquie Davis presented the mission and purpose of the Crook County Landfill and outlined the various solid waste systems managed by the department. She provided an overview of the landfill's core services—Solid Waste, Recycling Services, and Regulatory Compliance—and described the key activities, impacts, and alignment of each service with Board of Commissioners' goals and priorities. Jacquie also reviewed the landfill's performance metrics, strategic partnerships, and operational funding, including state-required programs, rising material and operating costs, and the effects of a slowing economy on construction and consumer purchasing, which in turn decreases waste volume.

State-mandated services include landfill disposal operations; compliance with DEQ permits and regulations; required reporting; operation of asbestos and construction waste areas; implementation of the Recycling Modernization Act; and ongoing site improvements and equipment purchases.

During the presentation, Commissioner Barney asked about the remaining lifespan of the asbestos cell. Jacquie responded that while it was originally expected to last three years, accepting a large project from Jefferson County has reduced the estimate to approximately 1.5 years, which will require further evaluation.

Community Development Director John Eisler presented the mission of the Community Development Department and provided an overview of its core services and essential functions. The department's core service areas include Building Safety, Land Use Planning, Code Compliance, On-Site Septic Regulation, and Department Operations. For each core service, John outlined the key activities, impacts, and alignment with the Board of Commissioners' goals and priorities.

He reviewed key performance metrics and highlighted the department's strategic partnerships with state and federal agencies, the Oregon Building Codes Division, the City of Prineville, and local contractors, engineers, realtors, and surveyors. John also presented the state mandates related to planning, building, septic regulation, and code enforcement.

Commissioner Barney commended John and his department for their strong performance. John noted that he is very proud of his staff and that they regularly receive positive feedback from the community.

County Manager Will Van Vactor provided the Board with the next steps, including continuing the review of core service descriptions for all departments and refining the initial drafts based on Board feedback. Once all departments have been reviewed, the complete set of core service descriptions will be presented to the Board for acceptance. Moving forward, each department will conduct an annual review of its core service descriptions to ensure alignment with state mandates and county priorities.

MOTION to adjourn this meeting. Motion seconded by Commissioner Barney. No discussion. Commissioner Crawford votes Aye and Commissioner Barney votes Aye. Motion carried 2-0.

There being no further business before the Board of Commissioners, the meeting was **adjourned at 239PM.**

Respectfully submitted,

Breyanna Cupp

Crook County Board of County Commissioners Minutes of December 9, 2025, Special Session

Be It Remembered that the Crook County Board of County Commissioners met in a Special Session on December 9, 2025, at 3:00 PM in the Crook County Annex, located at 320 NE Court Street, Prineville, Oregon 97754.

Special Session Agenda

Board Members Present: Seth Crawford, Susan Hermreck, Brian Barney

Board Members Absent:

Others Present in Person or Via Zoom: County Manager Will Van Vactor; IT Director Blaine Cheney; Facilities Director James Preuss; Executive Assistant Breyanna Cupp; HR Director Meghan McKee; Human Resources; Systems Engineer Chelsea Watson; GIS Tech Kyla Statum; and members of the public.

The meeting was called to order at 03:00 PM.

Public Comment

Details: None

Discussion

1. Review of Core Services for the Facilities and Information Technology Departments

Requester:

Will Van Vactor, County Manager

Details:

Will Van Vactor opened the meeting by explaining the concept of core services in the public sector. He described core services as the essential and mission-critical functions that government departments must provide to serve the community and meet legal and operational responsibilities. These services ensure public welfare, security, and effective administration. He noted that core services are typically legally mandated, essential to mission fulfillment, and necessary for operational sustainability. Key characteristics include alignment with community needs, high public expectation, prioritization in strategic and financial planning, and their role as the foundation of public trust and accountability.

IT Director Blaine Cheney presented an overview of the IT Department's Core Services. He stated that the department's mission is to support County operations by providing reliable, secure, and user-friendly technology. Essential functions include managing the County's networks, servers, and communication systems; providing hardware, software, and technical support; ensuring cybersecurity and data integrity; maintaining regulatory compliance; supporting GIS; and overseeing long-term

technology planning.

Blaine summarized the department's five service areas. Infrastructure and Operations ensures stable and efficient systems through networking, service desk support, asset management, and business continuity planning. Security and Privacy protects the County data and systems, maintains compliance with standards such as HIPAA, CJIS, and PCI, and supports threat prevention. Data and Application Management oversees software, vendor contracts, and data accessibility while reducing costs and improving consistency. Project and Vendor Management ensures projects are delivered on time and within budget and oversees vendor relationships. Strategy, Governance, and Compliance ensures technology investments align with the County's goals, supports policy development, and manages IT resources.

Blaine highlighted key performance metrics including 99.9% uptime for critical systems, timely incident response, 80% ticket resolution within two business days, 90% on-time project completion, zero major security breaches, and user satisfaction of 85% or higher. He noted key partnerships with internal departments, the City of Prineville, and the Sheriff's Office. Budget considerations include staffing, hardware, software licensing, cloud services, cybersecurity tools, telecommunications, maintenance contracts, and capital projects such as the Justice Center data center migration.

Commissioner Hermreck commented that his predecessor believed the County needed to purchase numerous programs, prompting discussion about current needs. Blaine Cheney explained that his focus is on operational delivery and ensuring the County has the technology required to support its direction and initiatives, emphasizing that this process provides an opportunity to move forward strategically. Commissioner Crawford added that he appreciates Blaine's work and noted that he is doing a great job.

IT Director Blaine Cheney presented an overview of the Crook County GIS Department, explaining that its mission is to provide accurate, accessible geographic data that supports informed decision-making, efficient county operations, and public transparency. He described GIS's essential functions, including maintaining accurate parcel, address, and spatial data used for property assessment, planning, zoning, environmental compliance, infrastructure management, and 911 emergency response. Blaine outlined the department's core service areas, which include data maintenance and spatial accuracy; emergency services support; zoning, surveying, land use, and permitting; public access and transparency through online mapping tools; infrastructure and asset management; and population representation and districting. These services ensure accurate tax data, faster emergency response, compliant development, transparent public access to information, and reliable long-term planning for infrastructure and voting districts. He highlighted performance metrics such as reliability of GIS web services, user satisfaction, and public use of mapping applications, and noted key partnerships with internal County departments, the City of Prineville, emergency responders, and state agencies. Blaine also reviewed budget considerations, including staffing, software licensing (ESRI and related tools),

hardware and infrastructure needs, data acquisition, compliance requirements, and support for strategic initiatives such as redistricting and 911 upgrades.

Commissioner Hermreck noted that the GIS system is very user-friendly, and Commissioner Crawford agreed, commending Blaine for his hard work. Commissioner Barney expressed that he is very pleased with both the IT and GIS departments and thanked them for their efforts. Commissioner Crawford then asked about population data and whether the County uses Portland State University figures; Will confirmed that GIS provides accurate population numbers and that the Building Department has recently consulted GIS with this information.

Facilities Director James Preuss presented an overview of the Facilities Department, which is responsible for managing and maintaining all County-owned buildings—excluding the Fairgrounds and Road Department—as well as landscaping and parking lots to ensure safe, functional, and cost-efficient environments for public service delivery. He emphasized that the department’s essential role is to provide clean, accessible, comfortable, and well-maintained facilities, uphold ADA standards, and effectively manage capital projects that enhance safety, appearance, and long-term value. Preuss outlined four core service areas: daily operations and maintenance, which ensures uninterrupted County operations through preventative and emergency maintenance, grounds and custodial care, utility management, and building security systems; long-range facilities planning and capital project management, including master planning, asset management, and oversight of renovations, major maintenance, and new construction; vendor contracting and operational support, which manages service contracts, regulatory compliance, and facility transitions such as new or repurposed buildings; and facilities administration, which manages the Facilities Fund, allocates building costs, tracks occupancy, supports space planning, and provides internal customer service. He noted key performance targets—including achieving 55% of facilities rated “Good” in the Facilities Condition Index, maintaining a 60% scheduled-to-unscheduled maintenance ratio, and reaching 90% customer satisfaction—and highlighted partnerships with internal departments, contractors, utilities, and public safety agencies. James concluded with budget considerations, citing increasing staffing demands and overtime pressures, rising utility and material costs, ongoing maintenance needs for aging buildings, and long-term capital improvements guided by the Facilities Master Plan and coordinated with Finance and the Board.

Commissioner Hermreck commended the Facilities Department for the recent repair of the library sidewalks, noting that the work not only improved accessibility but also prevented a significant liability risk for the County. She praised the department’s employees for consistently being pleasant, professional, and supportive, stating that their positive attitudes reflect strong leadership within the department. She also expressed appreciation for the holiday decorations, sharing that she was very happy to see Santa displayed once again, and closed her comments by wishing everyone a Merry Christmas.

County Manager Will Van Vactor outlined the next steps in the core services review process, noting that staff will continue refining core service descriptions for all departments. The next review session is scheduled for December 19th and will include the Clerk, Assessor, and Road Department. Following these discussions, department descriptions will be updated based on Board feedback. Once all departments have completed their reviews, the full set of core service descriptions will be brought back to the Board for formal acceptance.

Executive Session

2. None scheduled.

MOTION: Susan Hermreck moved to adjourn. Seth Crawford seconded. No discussion. Susan Hermreck votes Aye, Seth Crawford votes Aye, Brian Barney votes Aye. Motion Passed 3-0.

There being no further business before the Board of Commissioners, the meeting was **adjourned at 03:39 PM.**

Respectfully submitted,

Breyanna Cupp, Executive Assistant



Agenda Item Request

Date of Meeting: December 17, 2025

Subject:

Approval of Amendment 2 to County / Parks and Rec Intergovernmental Agreement

Background and Policy Implications:

The County is party to an intergovernmental agreement with the local Parks and Recreation District regarding the management of the Main Street RV Park. Among other features, the agreement describes the uses to which the RV Park may be employed, how revenue from the RV park will be managed, and what limitations the parties establish on potentially competitive ventures. There is interest in modifying the terms of the agreement to address the following: • Increasing the maximum value of the reserve fund, from \$250,000.00 to \$750,000.00. • Changing the District contribution to the reserve fund, from 10% of gross revenue or \$10,000.00, whichever is less; to between \$10,000.00 and \$25,000.00, as the District may decide. • Updating the permitted uses for the reserve fund. • Allowing the County to offer RV spaces at other locations.

Budget/Fiscal Impacts:

The immediate budget impacts for the attached Amendment 2 are limited to a decrease in the County's portion of revenue distribution, while the reserve fund balance is increased from \$250,000.00 to \$750,000.00. That fund is filled by an established allocation of RV Park revenue. Currently, that annual contribution is 10% of gross revenue, or \$10,000.00, whichever is less. Once that contribution is made, the remaining revenue is subject to distribution among the parties, after deductions for allowed expenses. The amendment would increase the maximum reserve fund balance, and increase the annual contribution, to a new amount between \$10,000.00 and \$25,000.00 as the District may decide. This will impact the amount of revenue distributed to the County, though the amount of such impact will depend on future circumstances. On a longer term basis, the removal of the restriction on the County establishing additional RV spaces will allow for the development of potentially new sources of revenue. How much and what initial investments may be required, it is too early to say. One possibility is that additional RV spots may be developed at the Fairgrounds for certain high-volume events.

Requester:

First Last, Title

Presenter(s):

First Last, Title

Legal Review (only if requested):

Elected official sponsor (if applicable):

AMENDMENT 2
To Intergovernmental Agreement

This second Amendment (hereinafter “Amendment 2”) modifies that certain intergovernmental agreement (hereinafter “the Agreement,”) effective on or about July 20, 2016, by and between Crook County, a political subdivision of the State of Oregon (hereinafter “County”) and the Crook County Parks and Recreation District, an Oregon special district (hereinafter “District.”)

RECITALS

A. *Whereas*, District and County are parties to an Agreement regarding the ownership, operation, and maintenance of a recreational vehicle park located in Crook County (hereinafter “the RV Park.”) The legal description of the property on which the RV Park is located is described on Exhibit A of the Agreement; and

B. *Whereas*, the Agreement, as previously modified by Amendment 1, includes provisions regarding the amount of contributions to a capital asset reserve fund, the permitted uses of the capital asset reserve fund, and the limitation on operating RV parking spaces outside the boundaries of the RV Park; and

C. *Whereas*, District and County wish to modify the provisions of the Agreement to remove the maximum value of the capital asset reserve fund, change the permitted uses of the capital asset reserve fund, and remove the limitations on operating RV parking spaces outside the boundaries of the RV Park, as described herein.

AGREEMENT

Now, therefore, in consideration of the mutual covenants contained herein, the sufficiency of which is acknowledged, County and District agree as follows:

1. Effective Date: This Amendment 2 is effective on the date when signed by both County and District.

2. Adoption of Recitals: The above Recitals are incorporated into and made a part hereof, as terms of contract and not mere recitals.

3. Modification of Reserve Fund Commitments: Paragraph 7 of the Agreement, entitled “Reserve Fund,” reads as follows:

7. Reserve Fund. District shall contribute ten percent (10%) of the gross revenue from RV Park operations to a reserve fund each year, or Ten Thousand Dollars (\$10,000), whichever is less, until such time as said reserve fund reaches a balance of Two Hundred Fifty Thousand Dollars (\$250,000). The annual contribution to the reserve fund may be increased at any time upon prior written agreement signed by both parties. Thereafter, no contributions shall be made except in the amount required to maintain the balance of \$250,000.

This paragraph is deleted in its entirety, and replaced with the following:

7. Reserve Fund. The Parties will maintain a Reserve Fund to be used for the purposes described in Paragraph 8 below, with a maximum fund balance of \$750,000.00. Each year, District will contribute from RV Park operations gross revenues an amount not less than \$10,000.00 and not more than \$25,000.00. Within the range of \$10,000.00 and \$25,000.00, the amount District contributes will be as District determines in its discretion. In the event that the maximum Reserve Fund balance of \$750,000.00 would be reached by a contribution of less than \$10,000.00, District will contribute that lesser amount.

Subject to agreement by District and County, confirmed in writing and signed by each party, the amount of annual contributions may be modified.

4. Modification of Permitted Uses of Reserve Fund: Paragraph 8 of the Agreement reads as follows:

8. Permitted Uses of the Reserve Fund. The purpose of the Reserve Fund shall be:
- a. To make needed major capital improvements to the RV Park (a “major capital improvement” is defined as any addition to or alteration to real property that will either enhance the property’s overall value, or increase its useful life, including but not limited to continued care and maintenance of the roads, parking spaces, and RV pads in the RV Park); or
 - b. To make emergency repairs to the RV Park; or
 - c. To make capital purchases (a “capital purchase” is a purchase of equipment, property, or any asset in excess of Five Thousand Dollars (\$5,000.00)); or
 - d. To cover any losses associated with the RV Park, subject to the limitations set forth in paragraph 4.b. above.

This paragraph is deleted in its entirety, and replaced with the following:

8. Permitted Uses of the Reserve Fund. The purpose of the Reserve Fund shall be:
- a. To make needed major capital improvements to the RV Park (a “major capital improvement” is defined as any addition to or alteration to real property that will either enhance the property’s overall value, or increase its useful life, including but not limited to continued care and maintenance of the roads, parking spaces, and RV pads in the RV Park); or
 - b. To make emergency capital repairs to the RV Park exceeding \$25,000.00; or
 - c. To make capital purchases. A “capital purchase” is a purchase of equipment, property, or any asset in excess of Ten Thousand Dollars (\$10,000.00); or
 - d. To cover any losses associated with the RV Park, subject to the limitations set forth in paragraph 4.b. above.

Except for the emergency capital repairs described in Paragraph 8(c), which may be implemented on such basis as may be necessary or prudent to address the emergency, such other expenditures will be agreed upon by the Parties.

5. Modification of Crook County Fairgrounds Commitments: Paragraph 9 of the Agreement reads as follows:

9. Crook County Fairgrounds. The District recognizes that certain regular and recurring events at the Crook County Fairgrounds involve utilizing the Fairgrounds for rental of RV parking spaces. No part of this Agreement shall govern RV space rental at the Fairgrounds associated with the following events (or their successor events):
- a. Rock Hound Pow Wow;
 - b. Crooked River Round-Up Rodeo;
 - c. Crooked River Round-Up Pari-Mutuel Racing;
 - d. Crook County Fair; and
 - e. Live-in horse trailers.
- i. Except as provided herein, the County shall not rent or otherwise make available RV parking spaces at the Crook County Fairgrounds or any other County facility until such time as all spaces at the RV Park have been filled, without making appropriate compensation to the RV Park for lost revenue. "Appropriate compensation for lost revenue" means 1) if the County rents or otherwise makes available space for RV parking use to an organization or event not named above in paragraph 9; and 2) the District has space available in the RV Park for which it otherwise would have collected space rent revenue, the County shall, out of funds appropriated for the use of the Crook County Fair, pay to the District the space rental fee, excluding any transient room taxes, at the rate at which District would normally have charged. All reimbursement shall occur at the end of the fiscal year pursuant to the revenue sharing arrangements described in paragraph 4 above.
 - ii. Notwithstanding the above, whenever the RV Park is full, nothing herein shall prevent County from renting or otherwise making space available to Fairgrounds' users. If spaces rented at the Fairgrounds or at another County facility because the RV Park is full, nothing herein shall be construed to require the individual renting that space to relocate to the RV Park when space becomes available.
 - iii. In the event that a vendor rents an RV space at the Fairgrounds and desires to sublet spaces to RV users, the County and/or Fairgrounds management shall require the vendor to comply with the above policy of first utilizing the RV Park or providing appropriate compensation for lost revenue as described above.
 - iv. In the event that a vendor rents space controlled by the District (not including established and recognized campgrounds managed by the District, including Ochoco Lake) and wishes to sublet spaces to RV users, the District shall require the vendor to comply with the above policy of first utilizing the RV Park or providing appropriate compensation for lost revenue to the District. RV Park overflow shall be directed first to the Fairgrounds, as long as Fairgrounds' management determines that such rentals can be reasonably accommodated without interference with Fairgrounds operations.

This paragraph is deleted in its entirety, and replaced with the following:

9. Non-Exclusivity; Use of Crook County Fairgrounds. District and County agree that either party may undertake to offer RV parking spaces at locations owned by that party, other than the RV Park. Without limiting the foregoing, County may offer RV parking spaces at the Crook County Fairgrounds. Except as provided in Paragraph 10 below, the creation, development, operation, inclusion of features or facilities, or decommissioning of such other RV parking spaces are not part of this Agreement or otherwise subject to its terms.

6. Modification of RV Park Rental Rates: Paragraph 10 of the Agreement is amended to read as follows, with additions in **Bold**:

10. RV Space Rental Rates. County and District recognize that the RV Park is in direct competition with tax-producing private enterprise. Therefore, County and District (including Fairgrounds' management), shall at all times charge RV space rental rates which are at least One Dollar (\$1.00) above usual and customary rates at comparable RV parks in Crook County, and County shall charge rates which are comparable to the rates charged by the District for use at the RV Park. **This commitment applies to both the RV Park and to any other RV parking space commercially operated by either District or County, regardless of whether the space is located in the RV Park.** "Usual and customary rates" and "comparable" rates shall be jointly agreed upon by the County and District.

7. Modification of RV Registration Fee Processing: Paragraph 11 of the Agreement is amended to read as follows, with additions in **Bold**:

9. RV Registration Fees. County acknowledges that it receives annually in an amount determined by the State of Oregon, certain state revenue sharing related to RV registration fees. County further acknowledges that such fees are dedicated by State law to the operation of County parks and, at the time of this Agreement, the District is the sole operator of County-owned parks within Crook County and the only qualified recipient of such funds. County covenants that in the future it shall transfer to District such revenues as it receives from such funds, as long as the District remains the only qualified recipient of such funds, or until such distributions are determined to be unlawful. District covenants in turn that for purposes of calculating annual revenue sharing, the RV registration revenue shall be considered as operating revenue received by the RV Park and subject to subsequent redistribution in accordance with the formula established in this Agreement.

Notwithstanding the foregoing, County is not prohibited from creating, developing, and operating such other RV parking spaces as described herein, even if such new RV parking spaces may not qualify for distribution of RV registration fees.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

8. Execution in Counterparts: Except as modified herein, the terms of the Agreement as previously modified by Amendment 1 remain in full force and effect. This Amendment 2 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 hereto have executed this Agreement on the date of the last signature below.

CROOK COUNTY COURT
"County":

Seth Crawford, County Commissioner
Date _____

Susan Hermreck, County Commissioner
Date _____

Brian Barney, County Commissioner
Date _____

CROOK COUNTY PARKS AND RECREATION
"District":

By: _____

Printed Name

Its: _____

Date: _____



Agenda Item Request

Date of Meeting: December 17, 2025

Subject:

Approval of Calendar for FY27 Budget Process

Background and Policy Implications:

Official kick off for the FY27 budget process

Budget/Fiscal Impacts:

None directly. However, this sets the schedule for Crook County's annual budget process.

Requester:

First Last, Title

Presenter(s):

First Last, Title

Legal Review (only if requested):

Elected official sponsor (if applicable):

Description	Parties	Dates
DECEMBER		
Budget kick-off at BOC meeting, approve Budget Calendar	BOC, Budget Officer	17-Dec
Appoint budget committee members, as needed	BOC	17-Dec
Finance Committee review Fiscal Policies	Finance Committee - County Manager, Finance Director, Treasurer	by 31-Dec
JANUARY		
Approve changes to Fiscal Policies	BOC	7-Jan
Department mid-year presentations		week of Jan 12
Governing Body goal setting	BOC, Dept Heads, Budget Officer, Budget Committee, Budget Manager	week of Jan 12
Budget Committee Special Work Session - Review fiscal policies, forecasts and significant budget issues, establish assumptions		week of Jan 12
Management team budget training: Preliminary revenue forecasts, review goal setting issues and budget priorities, distribute budget preparation instructions, forecast template, and workforce plan	Budget Officer, Dept Heads, Budget Manager and senior staff	29-Jan
FEBRUARY		
Compensation Committee provides recommendations for compensation for Elected Positions	Compensation Committee	by 12-Feb
Department position requests/changes due	Dept Heads	12-Feb
Department 5-Year forecast updates due	Dept Heads	12-Feb
Department requested budgets due	Dept Heads	24-Feb
Finalize position changes/approvals	Budget Officer	24-Feb
Aggregate budgets	Budget Manager	25-Feb to 27-Feb
MARCH		
Department meetings to review requested budgets with updated workforce plans, identify issues and alternatives to address	Dept Heads, Finance Director, Budget Officer, Budget Manager	2-Mar to 13-Mar
Complete Internal Service Fund budgets	Internal Service dept heads, Budget Officer, Budget Manager	17-Mar
Prepare 5-year financial forecasts - all major funds	Budget Manager	30-Mar
Department narratives due	Dept Heads	31-Mar
APRIL		
Department year end revenue and expenditure estimates due	Dept Heads	2-Apr to 7-Apr
Budget Officer review year end estimates and resolve items with management team	Budget Officer and Budget Manager, Dept Heads as needed	7-Apr
Aggregate budget document	Budget Manager	8-Apr to 10-Apr
Provide "Notice of Budget Committee Meeting" (ORS 294.426) to Central Oregonian Newspaper	Budget Manager	9-Apr
Distribute draft document to management team for review and edits	Budget Manager	13-Apr
Publish "Notice of Budget Committee Meeting" (ORS 294.426) in publication (5 - 30 days before) and on website (10+ days before)	Budget Manager	14-Apr
Management team provides edits and comments to finance	Dept Heads	by 20-Apr
Resolve any discrepancies	Budget Manager and Dept Heads	20-Apr to 24-Apr
MAY		
Proposed budget document complete	Budget Manager	1-May
Distribute budget document to Budget Committee	Budget Manager	1-May
Budget Committee meeting(s); Budget Committee approves budget (ORS 294.428)	Budget Committee, Budget Officer, Dept Heads, Budget Manager	week of May 11
Update budget for Budget Committee changes	Budget Manager	15-May
Provide "Hearing Notice and Financial Summary" (ORS 294.438) to newspaper	Budget Manager	19-May
Publish "Hearing Notice and Financial Summary" (ORS 294.438)	Budget Manager	26-May
JUNE		
Public Hearing, adopt budget, make appropriations, levy taxes (ORS 294.456)	BOC	3-Jun
JULY AND BEYOND		
Adopted Budget goes into effect	County-wide	1-Jul
Adopted Budget, LB-50 submitted to County Assessor and Department of Revenue (ORS 294.558)	Budget Manager	15-Jul
GFOA Budget Award Application Submitted	Budget Manager	28-Aug
Adopted Budget document submitted to County Clerk	Budget Manager	30-Sep



Agenda Item Request

Date of Meeting: December 17, 2025

Subject:

Recommendation of Appointment to Hahlen Special Road District (HSRD)

Background and Policy Implications:

Request County to act on appointment of Tanya Doherty to the Hahlen Special Road District (HSRD), as recommended by the Board of HSRD, for a three-year term. This will ensure a full Board is in place. HSRD was formed in 1996 by local citizens to have Hahlen Road paved and maintained. The Crook County Court subsequently authorized formation of the Hahlen Special Road District and appointed a board of three Commissioners to manage the financing, construction and maintenance of the roads within the District. The County levies and collects property taxes from residents in the Special District to fund the operations and debt service used by the HSRD Board to maintain the district roads. Public notice of the position was posted in September on the community bulletin board, as per the District's bylaws. Crook County also advertised the open position in local papers. Tanya Doherty was the only applicant. The HSRD reviewed and discussed Ms Doherty's application and supported her appointment by Crook County Commissioners at its November 12, 2025, meeting. County Commission approval of the recommendation will ensure a full and functioning HSRD Board to carry out the mission of the Special District.

Budget/Fiscal Impacts:

None

Requester:

Terry Flores, HSRD Secretary

Legal Review (only if requested):

Elected official sponsor (if applicable):

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

**IN THE MATTER OF THE
APPOINTMENT TO THE
HAHLEN SPECIAL ROAD
DISTRICT**

ORDER 2025-41

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

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

NOW, THEREFORE, it is hereby **ORDERED** that the Crook County Board of Commissioners makes the following appointments to the Hahlen Special Road District:

Board	Appointee	Term	Oath required
Hahlen Special Road District Position #2	Tanya Doherty	3 Year Term Expiring 12/31/2028	Yes

DATED this 17th day of December, 2025.

Susan Hermreck
County Commissioner

Brian Barney
County Commissioner

Seth Crawford
County Commissioner



Agenda Item Request

Date of Meeting: December 17, 2025

Subject:

Signature Request for Acceptance of Measure 57 Supplemental Funds Contract

Background and Policy Implications:

Crook County Community Corrections receives funds from the Oregon DOC to fund Parole and Probation Work with the Ballot Measure 57 population. This has been a long-standing program.

Budget/Fiscal Impacts:

This provides 109,700.00 dollars to the Community Correction biannual budget.

Requester:

First Last, Title

Presenter(s):

First Last, Title

Legal Review (only if requested):

Elected official sponsor (if applicable):

INTERGOVERNMENTAL AGREEMENT #6930
BETWEEN THE STATE OF OREGON AND CROOK COUNTY

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This Agreement is between the State of Oregon acting by and through its Department of Corrections, hereafter called DEPARTMENT, and Crook County hereafter called COUNTY.

Whereas, DEPARTMENT is an agency of the State of Oregon and COUNTY is a unit of local government of the State of Oregon and both parties desire to cooperate by agreement to provide correctional services in COUNTY within the requirements as authorized by ORS 423.475 to 423.565;

Whereas, the Legislative Assembly of Oregon enacted legislation establishing shared responsibility between county corrections programs and the DEPARTMENT on a continuing basis (ORS 423.475 to 423.565);

Whereas, ORS 144.106 provides “the supervisory authority shall use a continuum of administrative sanctions for violations of post-prison supervision”;

Whereas, Oregon Laws 2008, chapter 14 (Measure 57) was passed by voters of the State of Oregon increasing sentences for certain drug trafficking and theft crimes, requiring addiction treatment for certain offenders at risk of reoffending, and authorizing DEPARTMENT to make grants to counties to provide supplemental funding;

Whereas, supplemental funds have been made available to counties for treatment of drug-addicted persons, in accordance to OAR Chapter 291, Division 31;

Whereas, supplemental funds are made available to counties based on a formula that matches the COUNTY’s percentage share of community corrections grant-in-aid funds;

Whereas, the DEPARTMENT will administer distribution of grants to counties;

Now, therefore, THE PARTIES HERETO, in consideration of the mutual promises, terms and conditions hereinafter provided, agree to the following:

I DEFINITIONS

- A. Amendment: Any change to this Agreement that alters the terms and conditions of the Agreement. Plan Modifications are NOT Amendments.
- B. Budget Summary: A budget submitted by COUNTY and approved by DEPARTMENT which identifies personnel, materials, services and funding COUNTY will use to implement the Plan. COUNTY’s Intervention Budget Summary is described in Exhibit A, which is incorporated into and made part of this Agreement.
- C. Community Corrections Manager: Individual designated by COUNTY pursuant to ORS 423.525 as responsible for administration of the community corrections programs as set forth by the Plan.
- D. County Corrections: All COUNTY agencies and officials who carry out the responsibilities in ORS 423.478(2)(a)-(f) and the activities of carrying out those responsibilities.
- E. Supplemental Funding Intervention Grant or Grant: Grant(s) made by DEPARTMENT to assist COUNTY in the implementation and operation of the Plan under this Agreement.

- F. Supplemental Funding Intervention Plan or Plan: A document developed by the COUNTY and approved by the DEPARTMENT which describes COUNTY's approach to providing effective Interventions for drug addicted adults on supervision under COUNTY supervision. The County Intervention Plan is described in Exhibit A, County Intervention Plan and Budget Summary.
- G. Intervention: A response to Participant compliance with conditions of the Plan.
- H. Participant: An adult, under supervision of the COUNTY and enrolled in the Plan.
- I. Plan Modification: A written change or alteration to the Plan promulgated by COUNTY modifying the Plan.
- J. Sanctions or Structured Sanctions: A response to violation by an adult on supervision of conditions of supervision that uses custody units.
- K. Statewide Evaluation and Information System: The Corrections Information Systems (CIS) including the Offender Profile System (OPS), the Integrated Supervision Information System (ISIS), Case Management for Institutions (CMI), Offender Management System (OMS), Offender Information System (OIS), Interstate Compact Offender Tracking System (ICOTS), and related case management modules.
- L. Supervisory Authority: The local corrections official or officials designated in each COUNTY by that COUNTY's Board of County Commissioners or county court to operate corrections supervision services, custodial facilities or both.
- M. Texas Christian University (TCU) Assessment Tool: The Texas Christian University Assessment tool, to be used on Participants in COUNTY program, mandated by the DEPARTMENT.

II AUTHORITY AND DURATION

A. Authority

This Agreement is entered into pursuant to the provisions of ORS 423.520.

B. Duration

This Agreement will become effective on **July 1, 2025** and will remain in effect until **June 30, 2027** or until terminated according to Section XI (*Termination*).

III PLAN; PLAN MODIFICATIONS

- A. The Plan must be received and approved by DEPARTMENT before disbursements of Grant funds described in Section VIII can be made to COUNTY.
- B. Plan Modifications: COUNTY and DEPARTMENT agree that the Plan must remain a flexible instrument capable of responding to unforeseen needs and requirements. A copy of all Plan Modifications will be marked in sequence beginning with the designation "Plan Modification 1" and attached to the above-mentioned Plan.

DEPARTMENT will notify COUNTY of any concerns about the modification or the need for an amendment within a 30 calendar day period after DEPARTMENT receives the Plan Modification.

- C. Notice of Modification: DEPARTMENT shall provide to COUNTY an approved form for modifications as soon as practicable after execution of this Agreement.
- D. Plan Modifications shall become effective upon the date the Plan Modification is approved in writing by the DEPARTMENT.

IV AMENDMENTS GENERALLY

The terms of this Agreement shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written Amendment signed by the parties. An Amendment shall become effective only after all parties have signed and all approvals have been obtained.

V DUTIES AND RESPONSIBILITIES OF COUNTY

- A. COUNTY shall assume administrative responsibility to provide services as outlined in the Plan.
- B. COUNTY shall incorporate the principles described below into the Plan:
 - 1. Treatment programs shall be evidence-based. Evidence-based programs are delivered consistent with the findings in research about what works best to reduce recidivism.
 - 2. Assessment which is standardized, objective, and comprehensive shall be used to prioritize treatment, determine criminal risk factors, and to determine the proper level of care. Assessments of risk shall be based on actuarial risk assessment tools.
 - 3. Rules, requirements and expectations for Participants, including consequences for success and for failure are made formal and clear by an authority figure.
 - 4. An individual case plan shall be developed for each Participant. The case plan shall include criminal risk factors in addition to addiction that will be addressed in treatment.
 - 5. Treatment program design shall address issues of motivation. Treatment options shall be available for Participants consistent with their assessed stage of change.
 - 6. Treatment program design shall be culturally competent and responsive when identifying individuals who would be best served by a specific program.
 - 7. Treatment shall be based on cognitive and behavioral interventions and social learning approaches. Treatment programs shall be of sufficient length and intensity to produce stable behavior changes based on replacing old

patterns of thinking and behaving and learning and practicing new skills for avoiding drug use and criminal behavior.

8. The Plan shall utilize a system of graduated Sanctions and incentives which are swift and certain and which encourage recovery goals while holding Participants accountable for non-compliant behaviors.
9. Drug testing may be used as a treatment or accountability tool. There shall be a response, either an intervention or sanction, for this or any other rule violation, but that response shall not automatically result in withdrawal from treatment. Sanctions shall be administered in a manner to assure longer stays in treatment which are associated with good outcomes.
10. Co-ed treatment shall be avoided if possible.
11. Programs shall include relapse prevention planning and comprehensive transition planning so that participants are more likely to adjust to the next level of care or change in living situation.
12. Addictions treatment programs must be licensed by the State of Oregon to provide addictions treatment.

C. COUNTY shall incorporate the following data requirements into the Plan:

1. COUNTY will identify Participants through the indicating 'Y' under the M57 Tx data field, located in the Treatment Module.
2. The start and stop date of the actual program participation, as well as program exit code, will be entered into the CIS Treatment Module.
3. Program Participants will be assessed for level of severity of addiction, using the Texas Christian University assessment tool (available at no cost), and enter corresponding data as determined by DEPARTMENT.

D. COUNTY will prepare and furnish such data, descriptive information and reports as may be requested by DEPARTMENT as needed to comply with ORS 423.520, which states in part, "The department shall require recipients of the grants to cooperate in the collection and sharing of data necessary to evaluate the effect of community corrections programs on future criminal conduct." COUNTY will enter data into the Statewide Evaluation and Information System in a complete, accurate, and timely manner. COUNTY acknowledges and agrees that DEPARTMENT has the right to reproduce, use and disclose all or any part of such reports, data and technical information furnished under this Agreement.

E. COUNTY will permit authorized representatives of DEPARTMENT to make such review of records of COUNTY as may be necessary to satisfy audit and/or program review purposes. A copy of any audit or monitoring report will be made available to COUNTY.

F. COUNTY will follow DEPARTMENT's prescribed allotment and expenditure reporting system in accordance with Exhibit A. This system will be used for

controlling Supplemental Funding Intervention Grant funds by DEPARTMENT and to provide suitable records for an audit.

- G. If funding from DEPARTMENT is reduced or discontinued by legislative action, COUNTY will not be required to increase use of COUNTY revenue for continuing or maintaining corrections services as set out in this Agreement.

VI DEPARTMENT RESPONSIBILITIES. The DEPARTMENT will:

- A. Participate according to this Agreement.
- B. Provide funding as described in Section VIII of this Agreement.
- C. Furnish COUNTY, in a timely manner, those rules, administrative directives and procedures required for COUNTY to meet its obligations described herein.
- D. Subject to system capacity and data processing capabilities, DEPARTMENT will furnish data, descriptive information and reports, available to DEPARTMENT and requested by COUNTY that will assist COUNTY in complying with DEPARTMENT requirements. DEPARTMENT hereby grants to COUNTY the right to reproduce, use, and disclose all or part of such reports, data, and technical information furnished under this Agreement.
- E. If by legislative action, funding from DEPARTMENT is reduced to COUNTY, DEPARTMENT agrees to provide reasonable notice and transition opportunity to COUNTY of changes that may significantly alter approved appropriations and programs.
- F. DEPARTMENT will provide technical assistance to COUNTY in implementing and evaluating COUNTY's Plan.

VII PERFORMANCE GOALS

Interventions funded under this Agreement will be evaluated by the DEPARTMENT for treatment effectiveness. Goals for the evaluation are to determine if:

- A. Treatment programs are evidence-based, as evaluated by the Corrections Program Checklist.
- B. Recidivism is reduced: Participants will recidivate at lower rates than similar untreated adults on supervision.
- C. Participants reduce drug use: Results of random urinalysis will be analyzed.
- D. Participants show evidence of improved community functioning: Improved community functioning will be measured by successful completion of the program and through the existing community corrections performance measures (successful completion of supervision, employment, payment of restitution and/or community service work).

VIII FUNDS

- A. Exhibit A identifies the Supplemental Funding Intervention Grant funds authorized under this Agreement for the implementation of the Plan during the term of this Agreement.
- B. Payment to COUNTY will be made in two payments. One-half of the Grant funds will be disbursed to County within 15 days after execution of this Agreement. The second half of the Grant funds will be disbursed on July 1, 2026.
- C. Both parties agree that all reallocations of Grant funds within programs shall require a Plan Modification.
- D. Unexpended Funds: Grant fund balances remaining at the termination of this Agreement may be retained by the COUNTY, upon approval by DEPARTMENT, for the provision of on-going supervision, correctional services, and sanctions in accordance with the Plan.
- E. Unauthorized Expenditures: Any Grant funds disbursed to COUNTY that are expended for unauthorized purposes, or any Unexpended Funds not retained by COUNTY under Section VIII.D, will be deducted by DEPARTMENT from subsequent payments under this Agreement or refunded to DEPARTMENT promptly upon DEPARTMENT's written request and no later than 15 days after DEPARTMENT's written request.
- F. **Maximum Grant Amount.** Grant funds are based upon COUNTY's Application for Supplemental Funds. Unless amended, the maximum, not-to-exceed Supplemental Funding Intervention Grant payable to COUNTY under this Agreement is \$109,700.00. The maximum Grant amount may be increased only by written amendment of this Agreement which is signed by all parties and with all required State approvals.
- G. Disbursement of Grant funds under this Agreement is contingent on DEPARTMENT receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow DEPARTMENT, in the exercise of its reasonable administrative discretion, to make the disbursement.

IX NONCOMPLIANCE

- A. The Assistant Director of Community Corrections or the Assistant Director's designee of the Community Corrections Division shall review COUNTY's compliance with this Agreement. COUNTY must substantially comply with the provisions of the Plan received by DEPARTMENT and this Agreement.

If, upon review, DEPARTMENT determines that there are reasonable grounds to believe that COUNTY is not in substantial compliance with the Agreement or Plan, including but not limited to COUNTY has failed to meet standards of evidence-based treatment programs as required in Section V.B.1, DEPARTMENT and COUNTY shall proceed in accordance with OAR Chapter 291-031, to reach compliance or, if compliance is not obtained, to suspend funding.

X INDEMNIFICATION. See Exhibit B, which is incorporated into and made part of this Agreement.

XI TERMINATION

- A. Parties Right to Terminate at its Discretion. At its sole discretion, any party to this Agreement may terminate this Agreement for its convenience upon 30 days' prior written notice.
- B. Parties may terminate this Agreement immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that DEPARTMENT or COUNTY cannot lawfully perform its obligations under this Agreement.
- C. It is understood and agreed by the parties hereto that this Agreement will remain in force only during its term and will not continue in force after its term. There will be no automatic extension. This Agreement may be extended only by written consent of the parties hereto.
- D. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement, including any part, term or provision of any appended material, is held by a court to be illegal or in conflict with any law of the State of Oregon or applicable administrative rule, that element of the contract including relevant appended materials will be void and without effect and will be treated by the parties as having been terminated as of the date of determination of the voidness.
- E. It is understood and agreed by the parties hereto that this Agreement will automatically terminate if the State of Oregon provides no funding. If there is reduced state funding, COUNTY may terminate the Agreement as described herein.

XII COMPLIANCE WITH APPLICABLE LAW

Both Parties shall comply with all federal, state and local laws, regulations, executive orders, and ordinances to which each is subject and which is applicable to this Agreement. Without limiting the generality of the foregoing, the parties expressly agree to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to those laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. All employers, including COUNTY, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. COUNTY shall ensure that each of its subcontractors complies with these requirements.

Nothing in this Agreement shall require COUNTY or DEPARTMENT to act in violation of state or federal law or the Constitution of the State of Oregon.

XIII ACCESS TO RECORDS

For not less than six (6) years after Agreement expiration, DEPARTMENT, the Secretary of State's Office of the State of Oregon, the federal government, and their duly authorized representatives shall have access to the books, documents, papers and records of COUNTY which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcripts. COUNTY shall retain all pertinent records until the later of (i) the date that is not less than six (6) years following the Agreement expiration date or (ii) the date on which all litigation regarding this Agreement is resolved. COUNTY agrees full access to DEPARTMENT will be provided in preparation for and during litigation. Copies of applicable records shall be made available upon request. DEPARTMENT shall reimburse COUNTY for the cost of copies DEPARTMENT requests.

XIV SURVIVAL

All rights and obligations shall cease upon termination or expiration of this Agreement, except for the rights and obligations set forth in Sections IV, X, XI, XII, XIII, XIV, and XV.

XV GOVERNING LAW; JURISDICTION; VENUE

The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

XVI WAIVER

The failure of either party to enforce any provision of this Agreement will not constitute a waiver by that party of that or any other provision.

XVII EXECUTION AND COUNTERPARTS

This Agreement may be executed in several counterparts, each of which will be an original, all of which will constitute but one and the same instrument.

XVIII NOTICE

Except as otherwise expressly provided in this Agreement, any notices between the Parties to be given hereunder shall be given in writing by personal delivery, facsimile, electronic mail, or mailing the same, postage prepaid to COUNTY or DEPARTMENT at the address or number set forth below, or to such other addresses or numbers as any Party may indicate pursuant to this section. Any notice so addressed and mailed shall be effective five (5) days after mailing. Any notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day, if transmission was outside normal business hours of the recipient. Any notice delivered by electronic mail shall be effective on the day of notification of delivery receipt, if delivery was during normal business hours of the recipient, or on the next business day, if delivery was outside normal business hours of the recipient. Any notice given by personal delivery shall be effective when actually delivered to the Authorized Representatives listed below:

To DEPARTMENT: Jeremiah Stromberg, Assistant Director
Community Corrections Division
Department of Corrections
3723 Fairview Industrial Drive SE, Ste 200
Salem, OR 97310
Telephone: 503-945-8876
Fax: 503-373-7810
E-Mail: Jeremiah.P.Stromberg@doc.oregon.gov

To COUNTY: Crook County
Community Corrections
301 NE 3rd Street
Prineville, OR 97754
Telephone: 541-447-3315
Fax: 541-447-4921
Email: aaron.boyce@crookcountysheriff.org

The Parties may change the persons named in this section by notice to the other Parties as provided herein. No amendment to this Agreement is required to make such change.

XIX MERGER; INTEGRATION

This instrument contains the entire agreement between the parties and no statement made by any party hereto, or agent thereof, not contained or attached with reference thereto in this written Agreement will be valid or binding. This Agreement will supersede all previous communications, representations, either verbal or written, between the parties hereto. This Agreement may not be enlarged, modified or altered except in writing, signed by the parties, and attached.

STATE OF OREGON
DEPT. OF CORRECTIONS

CROOK COUNTY

Eric McDowell, Contracts Officer

Signature

Date

Title

Date

Reviewed by the
Oregon Attorney General's Office:

/s/_____
Assistant Attorney General

EXHIBIT A
SUPPLEMENTAL FUNDING INTERVENTION PLAN and BUDGET SUMMARY
CROOK COUNTY
(To be attached upon signature and return of Agreement by County)

**EXHIBIT B
INDEMNIFICATION
CROOK COUNTY**

Contribution

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

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

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

Alternative Dispute Resolution

The parties should attempt in good faith to resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

Indemnification by Subcontractors

County shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnatee") 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 County's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Claims.

Subcontractor Insurance Requirements

GENERAL.

County shall require its first tier contractor(s) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the contractors perform under contracts between County and the contractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. 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 Department. County shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, County shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. County shall incorporate appropriate provisions in the Subcontracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall County permit a contractor to work under a Subcontract when the County is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with which the county directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

TYPES AND AMOUNTS.

PROFESSIONAL LIABILITY

Professional Liability Insurance covering any damages caused by an error, omission or negligent act related to the services to be provided under the Subcontract, with limits not less than \$2,000,000, as determined by the Department:

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall 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 the Subcontract, for a minimum of 24 months following the later of : (i) the contractor's completion and County 's acceptance of all Services

required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor 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 the contractor may request and Department may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If Department approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE. The contractor or its insurer must provide 30 days' written notice to County before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

CERTIFICATE(S) OF INSURANCE. County shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.



Agenda Item Request

Date of Meeting: December 17, 2025

Subject:

Lieutenant and Undersheriff Salary Schedule/Compensation Update

Background and Policy Implications:

Following ratification of the Sergeant Association contract, the Sheriff's Office reviewed compensation for non-represented certified staff to address pay compression and ensure compliance with the Board of Commissioners' May 15, 2024 directive requiring an 18% minimum salary gap between Sergeant and Lieutenant positions. The attached proposed salary schedule restores and maintains that required differential.

Budget/Fiscal Impacts:

The proposed salary increase for the Lieutenant and Undersheriff positions totals approximately \$66,000. This cost is fully supported within the current FY26 budget due to existing vacancies, which provide sufficient salary savings to absorb the increase without requiring additional funding.

Requester:

First Last, Title

Presenter(s):

First Last, Title

Legal Review (only if requested):

Elected official sponsor (if applicable):

SO Management	FY26 ADOPTED		FY26 CHANGES		Change in FTE	Change in Expense
	FTE	Personnel Total	FTE	Personnel Total		
Sheriff	1.00	281,600	1.00	281,600	-	-
Undersheriff	1.00	249,400	1.00	259,000	-	9,600
Lieutenant/Commander	3.00	663,700	3.00	720,100	-	56,400
SO Management Total	5.00	1,194,700	5.00	1,260,700	-	66,000



CROOK COUNTY SHERIFF'S OFFICE

SHERIFF JOHN GAUTNEY

To: Will Van Vactor, County Manager

From: Stephanie Wilson, Administrative Division Manager, Crook County Sheriff's Office

Date: November 14, 2025

Subject: Proposed Salary Schedule for Sheriff's Office Lieutenant Positions

Overview

Following ratification of the Crook County Sheriff's Office Sergeant Association contract, the Sheriff's Office conducted a comprehensive review of compensation for non-represented certified staff. This review focused on addressing pay compression and ensuring continued compliance with the Board of Commissioners' May 15, 2024 directive, which established that the salary gap between Sergeant and Lieutenant positions must remain no less than eighteen percent (18%). In the event this gap falls below the established threshold, the Board directed that a review be conducted to restore the differential. The attached proposed salary schedule fulfills that requirement.

Purpose

The proposed schedule reflects an initial step in right-sizing compensation for the Patrol Lieutenant, Jail Lieutenant, and Parole and Probation Lieutenant classifications. This structure was developed to account for the additional pay incentives (e.g., certification) that association members receive but that are not available to non-represented certified personnel. This proposal represents the first phase in establishing a compensation model that can later evolve to include defined steps or progression opportunities as the pay structure for non-represented staff is refined in future budget cycles.

Rationale

Equity Adjustment: This schedule eliminates pay compression that occurred following ratification of the Sergeant Association contract by ensuring a consistent and sustainable gap between represented Sergeants and non-represented Lieutenants.

Board Compliance: Maintains the 18% minimum pay differential as required by the Board of Commissioners' May 15, 2024 action, triggering this review and update.

Right-Sizing Compensation: Establishes an equitable and competitive baseline for Lieutenant-level positions, correcting long-standing disparities and creating a foundation for future growth.

Future Step Development: Serves as the first step toward a long-term compensation framework that may include structured step progression, allowing for measured and sustainable future adjustments.

Consistency Across Divisions: Applies uniformly to all three Lieutenant classifications—Patrol, Jail, and Parole and Probation—ensuring fairness and internal alignment across divisions.



CROOK COUNTY SHERIFF'S OFFICE

SHERIFF JOHN GAUTNEY

Proposed Salary Schedule (FY26)

Classification	Annual	Monthly	Hourly	Notes
Lieutenant – Patrol, Jail, Parole & Probation	\$136,509.41	\$11,375.78	\$65.63	Longevity same as unrepresented County policy
Captain	\$143,334.88	\$11,944.57	\$68.91	Longevity same as unrepresented County policy
Undersheriff	\$150,501.63	\$12,541.80	\$72.36	Longevity same as unrepresented County policy

(Effective July 2025 – June 2026; retroactive to July 16, 2025)

Next Steps

This proposed schedule is submitted for review and discussion. Upon approval, it will be incorporated into the FY26 budget and applied retroactively to the July 16, 2025 pay period. Please advise if additional supporting documentation, comparative data, or historical references are needed for presentation to the Board of Commissioners.

Attachment: Proposed Salary Schedule – Sheriff's Office FY26 (Patrol, Jail, Parole & Probation Lieutenants)

CROOK COUNTY SALARY SCHEDULE
July 2025 - June 2026 (Retroactive to 7/16/2025 pay period)
Sheriff's Office - Non - Represented PROPOSED

Grade / Classification	COLA	STEP 1		
Grade LT (# TBD)* Lieutenant - Patrol, Comm Corr Jail Commander	0.0%	136,509.41 ANNUAL 11,375.78 MONTHLY 65.63 HOURLY	Longevity:	Same as unrepresented County
Grade CT (# TBD)* Captain	0.0%	143,334.88 ANNUAL 11,944.57 MONTHLY 68.91 HOURLY	Longevity:	Same as unrepresented County
Grade US (# TBD)* Undersheriff	0.0%	150,501.63 ANNUAL 12,541.80 MONTHLY 72.36 HOURLY	Longevity:	Same as unrepresented County



Agenda Item Request

Date of Meeting: December 17, 2025

Subject:

Recommendation of Appointment to the Budget Committee

Background and Policy Implications:

As requested by the Board of Commissioners at the regular meeting held on November 5, 2025, a subcommittee comprised of citizen members of the Budget Committee and the Budget Officer met publicly today to review the applications of citizen candidates to fill the position on the Budget Committee whose term will expire on December 31, 2025. The subcommittee comprised of citizen members of the Budget Committee and the Budget Officer met publicly on November 24, 2025, to review the applications of citizen candidates to fill the position on the Budget Committee. The third citizen member of the Budget Committee, Steve Brown, did not participate in this meeting to review applicants because he was himself an applicant under consideration for another term on the Budget Committee.

Budget/Fiscal Impacts:

Requester:

First Last, Title

Presenter(s):

First Last, Title

Legal Review (only if requested):

Elected official sponsor (if applicable):



Memorandum

To: Crook County Board of Commissioners
From: Will VanVactor, County Manager/Budget Officer
Date: November 24, 2025
RE: Recommendation of appointment to the Budget Committee

Purpose

As requested by the Board of Commissioners at the regular meeting held on November 5, 2025, a subcommittee comprised of citizen members of the Budget Committee and the Budget Officer met publicly today to review the applications of citizen candidates to fill the position on the Budget Committee whose term will expire on December 31, 2025.

Background

The subcommittee comprised of citizen members of the Budget Committee and the Budget Officer met publicly on November 24, 2025, to review the applications of citizen candidates to fill the position on the Budget Committee. The third citizen member of the Budget Committee, Steve Brown, did not participate in this meeting to review applicants because he was himself an applicant under consideration for another term on the Budget Committee.

Conclusion

After careful review and thorough deliberation of four highly qualified applicants, the subcommittee of the Budget Committee unanimously recommends Steve Brown for the 3-year term beginning on January 1, 2026. Steve is recommended because of his recent familiarity with the committee's work (being the current incumbent for the last budget cycle of the expiring term), his financial expertise, and the value of continuity during critical financial times for Crook County.

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

**IN THE MATTER OF
APPOINTMENTS TO THE
BUDGET COMMITTEE**

ORDER # 2025-39

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

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

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

Board	Appointee	Term	Oath required
Budget Committee Position #2	Stephen Brown	3-Year Term Beginning: 1/1/26 Expiring: 12/31/28	Yes

DATED this 17th day of December 2025.

CROOK COUNTY BOARD OF COMMISSIONERS:

BRIAN BARNEY
County Commissioner, Chair

SUSAN HERMRECK
County Commissioner

SETH CRAWFORD
County Commissioner



Agenda Item Request

Date of Meeting: December 17, 2025

Subject:

Approve 2026 Holiday Schedule, 2026 Regular Session Schedule, & 2026 Work Session Schedule

Background and Policy Implications:

Each year the Board reviews and approves the county's Holiday Schedule and the Board's meeting schedules for the upcoming year. The proposed 2026 Holiday Schedule, Regular Session Schedule, and Work Session Schedule follow established county practices and support planning, staffing, and public notice requirements. The request is to seek Board approval of the 2026 Holiday Schedule, 2026 Regular Session Schedule, and 2026 Work Session Schedule, including adoption of Order 2025-37.

Budget/Fiscal Impacts:

None

Requester:

Breyanna Cupp, Executive Assistant

Presenter(s):

Will Van Vactor, County Manager

Legal Review (only if requested):

Elected official sponsor (if applicable):

CROOK COUNTY **HOLIDAY** SCHEDULE 2026

2026

New Year's Day	Thursday, January 1, 2026
Martin Luther King, Jr. Day	Monday, January 19, 2026
Presidents Day	Monday, February 16, 2026
Memorial Day	Monday, May 25, 2026
Juneteenth	Friday, June 19, 2026
4 th of July	Friday, July 3, 2026
Labor Day	Monday, September 7, 2026
Veterans Day	Wednesday, November 11, 2026
Thanksgiving Holidays	Thursday, November 26, 2026 Friday, November 27, 2026
Christmas Eve (half day)	Thursday, December 24, 2026
Christmas	Friday, December 25, 2026

2027

New Year's Day	Friday, January 1, 2027
----------------	-------------------------

Floating Holiday -- After six (6) months of employment, all full-time employees are also entitled to one (1) floating holiday, to be taken when they choose to do so, with the supervisor's approval. The floating holiday must be taken during the fiscal year, by payroll ending date 6/30/2026.

Crook County Regular Session Schedule 2026

<u>SESSION DATE</u>	<u>AGENDA ITEMS DUE DATE (8 AM)</u>
January 7, 2026	December 31, 2025
January 21, 2026	January 14, 2026
February 4, 2026	January 28, 2026
February 18, 2026	February 11, 2026
March 4, 2026	February 25, 2026
March 18, 2026	March 11, 2026
April 1, 2026	March 25, 2026
April 15, 2026	April 8, 2026
May 6, 2026	April 29, 2026
May 20, 2026	May 13, 2026
June 3, 2026	May 27, 2026
June 17, 2026	June 10, 2026
July 1, 2026	June 24, 2026
July 15, 2026	July 8, 2026
August 5, 2026	July 29, 2026
August 19, 2026	August 12, 2026
September 2, 2026	August 26, 2026
September 16, 2026	September 9, 2026
October 7, 2026	September 30, 2026
October 21, 2026	October 14, 2026
November 4, 2026	October 28, 2026
November 25, 2026 (AOC make up)	November 18, 2026
December 2, 2026	November 24, 2026
December 16, 2026	December 9, 2026

Crook County Work Session Schedule

WORK SESSION DATE

January 14, 2026
January 28, 2026
February 11, 2026
February 25, 2026
March 11, 2026
March 25, 2026
April 8, 2026
April 22, 2026
May 13, 2026
May 27, 2026
June 10, 2026
June 24, 2026
July 8, 2026
July 22, 2026
August 12, 2026
August 26, 2026
September 9, 2026
September 23, 2026
October 14, 2026
October 28, 2026
December 9, 2026
December 23, 2026

AGENDA ITEMS DUE DATE (8 AM)

January 7, 2026
January 21, 2026
February 4, 2026
February 18, 2026
March 4, 2026
March 18, 2026
April 1, 2026
April 15, 2026
May 6, 2026
May 20, 2026
June 3, 2026
June 17, 2026
July 1, 2026
July 15, 2026
August 5, 2026
August 19, 2026
September 2, 2026
September 16, 2026
October 7, 2026
October 21, 2026
December 2, 2026
December 16, 2026

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

**IN THE MATTER OF ESTABLISHING)
HOLIDAYS FOR CALENDAR YEAR)
2026 AND JANUARY 1, 2027)**

ORDER NO. 2025-40

WHEREAS, the Crook County Employee Handbook establishes a list of holidays, and the rules governing their operation with regards to County employees. This include, but is not limited to, the ability to utilize a “Floating Holiday” not otherwise specified in the Handbook’s list; and

WHEREAS, the Handbook specifies that the Board of Commissioners can alter that list from time to time. The Board of Commissioners approved to add December 24th half-day as a County holiday on December 18, 2024; and

WHEREAS, the Board of Commissioners wishes to formally establish the holidays for calendar year 2026, including New Years Day on January 1, 2027.

NOW, THEREFORE, the Crook County Board of Commissioners adopts the recitals above as its Findings of Fact, and **ORDERS** and **DIRECTS**, based upon the above recitals, that:

Section One: The following days are designated County Holidays under the Crook County employee handbook for calendar year 2026, along with January 1, 2027:

- New Year's Day – Thursday, January 1.
- Martin Luther King Day (Third Monday in January) – Monday, January 19.
- Presidents' Day (Third Monday in February) – Monday, February 16.
- Memorial Day (Last Monday in May) – Monday, May 25.
- Juneteenth (June 19) – Thursday, June 19.
- Independence Day (July 4) – Friday, July 3.
- Labor Day (First Monday in September) – Monday, September 7.
- Veterans' Day (November 11) – Wednesday, November 11.
- Thanksgiving Day (Fourth Thursday in November) – Thursday, November 26.
- Day after Thanksgiving (Fourth Friday in November) – Friday, November 27.
- Christmas Eve (December 24) half day - Thursday, December 24.
- Christmas Day (December 25) – Friday, December 25.
- New Years Day, 2027 – Friday, January 1, 2027.

Section Two: Employees may utilize the Floating Holiday as described in the Employee Handbook.

Section Three: For pay purposes, when a holiday falls on Sunday, the following Monday is considered the holiday. If a holiday falls on Saturday, the preceding Friday is considered the holiday.

[SIGNATURE BLOCK ON NEXT PAGE]

///

DATED this _____ day of _____, 2025.

CROOK COUNTY BOARD OF COMMISSIONERS

Commissioner Brian Barney

Commissioner Susan Hermreck

Commissioner Seth Crawford

<u>Vote:</u>	Aye	Nay	Abstain	Excused
Brian Barney	_____	_____	_____	_____
Susan Hermreck	_____	_____	_____	_____
Seth Crawford	_____	_____	_____	_____



Agenda Item Request

Date of Meeting: December 17, 2025

Subject:

Wolf Depredation Compensation Committee Mitigation and Depredation Funds Disbursement

Background and Policy Implications:

On 11/3/25 WDCC met and discussed the applicants who applied for the 2025 mitigation grant cycle. After consideration, we decided to allocate McCormack Ranch \$31,500, Hatfield Hyde \$11,500, Desert Creek \$6,000 and ODFW \$1,000 to reimburse for stolen cameras this last year. McCormack's will also receive an additional \$2840 out of the depredation fund for the loss of livestock, which was a confirmed wolf depredation.

Budget/Fiscal Impacts:

With the distribution of funds, we would use the entirety of the grant funding for this last year.

Requester:

Hunter Neuharth, Wolf Depredation Compensation Committee Chair

Legal Review (only if requested):

Elected official sponsor (if applicable):



Agenda Item Request

Date of Meeting: December 17, 2025

Subject:

Update on SWCD programs during fiscal year 2024-2025

Background and Policy Implications:

Crook County provides support to the Soil and Water Conservation District. The SWCD uses that support to provide technical assistance to landowners and apply for grants.

This presentation is an update on SWCD programs, showing the impact of Crook County's support

Budget/Fiscal Impacts:

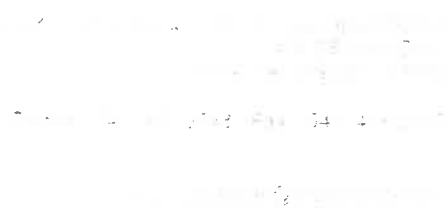
The County provide \$25,000 per year to the district

Requester:

Andy Gallagher, SWCD District Manager

Legal Review (only if requested):

Elected official sponsor (if applicable):



Crook County Board of Commissioners Meeting

December 17th, 2025

Project Update

Sage Grouse CCAA

- One plan under review
- Once plans under review are approved will have 247,134.3 acres enrolled in the Crook/Deschutes CCAA.
- Annual reporting is currently underway

Oregon Sage Grouse Partnership FIP

- Work is underway on 2 projects
- \$115,000 technical assistance grant to cover staff time began October 1st, 2025.
- \$1,065,475 restoration grant to implement projects on 2 properties will be submitted in the spring.

America The Beautiful Challenge

- Cultural clearances for Juniper work are nearly complete
- Native seed contract is in place to grow out at least 1000 lbs of native seed
- Working with USFWS and NFWF to complete necessary NEPA for aerial Rejuvra application
- Treatments will begin next spring once NHPA compliance activities are complete.

Small Grants

- 5 small grants currently open.
- 6 new applications for small grants were received in the first cycle, 5 of 6 are being recommended for funding (some with edits)
- 2 small grant applications already in progress for next small grant cycle
- We have a few landowners on small grant list
- Our goal is to spend 95% in the first year, this would make us eligible for additional OWEB funds

Fish Passage and Screening in the Upper Ochoco Creek Watershed: Phase 2

- Grant secured for \$649,843.
- Will submit PFA grant to cover match and additional costs on January 9th.

Hampton Sage Grouse, Migration, and Drought Relief

- **Fostering the Natural Ecology of Resilient Landscapes on Hampton Buttes**
 - Extension granted, end date 12/31/2026
 - Burn window did not materialize this fall
- **Juniper Bill: HB 2010**
 - Treatment is scheduled to start this fall/winter
- **NFWF Big Game Migration**
 - Treatment is scheduled to begin this fall/winter



Solar Mitigation

- West Prineville 1st year juniper cut is complete
- TSR North Solar Farm mitigation has been funded
- 215 acres of cutting is done with more underway
- Work is underway to remove 477 acres of juniper

Supplee 2

- Permits are nearly complete and landowner agreements are in place.
- Juniper treatments are underway
- BDAs and fencing will begin this year.
- An additional \$25,000 was secured from USFWS this month.

Wildfire Recovery

- Working with landowners affected by all 2024 wildfires in Crook County
- Hosted meeting at Paulina School with OSU and ARS
- Grant is intended to help develop post-fire recovery plans but there is no funding to specifically implement restoration from these plans

Juniper Bill: HB 5006

- Funding has been received.
- Applications are due to Crook SWCD by January 16th, 2025
- Program will be competitive with more than a dozen landowners interested so far with thousands of eligible acres.

NRCS Contribution Agreement

- Project Manager has been spending time helping NRCS work on several contracts
- Government shutdown froze this funding.

LIT Coordinator

- Hired coordinator for Prineville LIT on September 15th
- Position is funded through a combination of NRCS and BLM agreements



Agenda Item Request

Date of Meeting: December 17, 2025

Subject:

Amendment Service Contract with Muck Septic Service

Background and Policy Implications:

Muck Septic Service, LLC currently transports septage from the County Landfill to the City of Prineville's wastewater treatment plant. The current agreement expires December 31, 2025. The enclosed proposed amendment extends the agreement for another year. It also allows Muck Septic Service to assign its contractual obligations to Superior Sanitation, LLC, an affiliate, after it finishes its business restructuring.

Budget/Fiscal Impacts:

Requester:

Bryan Libel, Assistant County Counsel

Presenter(s):

Eric Blaine, County Counsel

Legal Review (only if requested):

Elected official sponsor (if applicable):

Second Amendment to Services Contract

This Second Amendment to Services Contract (hereinafter “the Second Amendment”) is made by and between Muck Septic Services, LLC (“Contractor”), and Crook County, a political subdivision of the State of Oregon (“County”). The parties agree as follows:

- A. *Whereas*, Contractor and County are parties to that certain Services Contract dated December 20, 2024 and effective as of December 30, 2024 (the “Contract”), whereby Contractor transports septic material from the Crook County Landfill to the City of Prineville Wastewater Treatment Plant; and
- B. *Whereas*, the Contract was set to expire on June 30, 2025, and, through the Amendment to the Contract signed by the parties in June 2025, was extended to December 31, 2025; and
- C. *Whereas*, the parties wish to again extend the duration of the Contract as described herein.

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

1. Effective Date: This Second Amendment is effective on the date that is the earlier of: (a) December 31, 2025; or (b) the date on which this Second Amendment has been signed by both County and Contractor as evidenced by their respective signature dates as set forth on the signature page to this Second Amendment.

2. Extension of Duration: Unless sooner terminated according to its terms, the duration of the Contract is hereby extended to December 31, 2026.

3. Assignment: Section 16.3 of the Agreement is amended and restated in its entirety to read as follows:

“16.3 ASSIGNMENT/SUBCONTRACT: Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Agreement (each, an “Assignment”), in whole or in part, without the prior written approval of County. No such written approval will relieve Contractor of any obligations, and Contractor will remain liable as between the original parties to this Agreement as if no such Assignment had occurred. Notwithstanding any of the foregoing to the contrary, Contractor may make an Assignment of all of its rights and a delegation of all of its responsibilities under this Agreement to its affiliate, Superior Sanitation, LLC, an Oregon limited liability company (“Superior”), on not less than five (5) days’ advance written notice to County, and following such Assignment, Superior will be deemed to be the “Contractor” for all purposes under this Agreement and County will look solely to Superior for the performance of Contractor’s obligations under this Agreement.”

4. Appropriation of Funds: County represents and warrants that it has appropriated funds for the Agreement, as amended by this Second Amendment, in its budget for the time period from January 1, 2026, through December 31, 2026.

5. Signing Authority: By signing below, each signatory to this Second Amendment represents and warrants that the signatory has the authority to execute this Second Amendment on behalf of the party for whom the signatory is signing, and to bind such party to this Second Amendment.

6. Other Provisions: Except as modified by this Second Amendment, the provisions of the Agreement continue in full force and effect.

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

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

Contractor:

MUCK SEPTIC SERVICES, LLC

County:

CROOK COUNTY

By: _____
Signature

Printed Name

Title: _____

Date: _____

By: _____
Signature

Printed Name

Title: _____

Date: _____



Agenda Item Request

Date of Meeting: December 17, 2025

Subject:

NewSun Energy Local Community Benefits and PILOT Agreement

Background and Policy Implications:

NewSun Energy would like to discuss the company's local community benefit and philanthropy programs as well as a PILOT agreement request.

Budget/Fiscal Impacts:

No County budgetary impacts.

Requester:

Jacob Ripper, Director of Permitting and Entitlements

Presenter(s):

Jake Stephens, CEO

Josie Norris, Director of Community Investments

Legal Review (only if requested):

Elected official sponsor (if applicable):



Agenda Item Request

Date of Meeting: December 17, 2025

Subject:

Order 2025-37 Opting out of New Eastern Oregon Solar Siting Rules

Background and Policy Implications:

Effective January 1, 2026, the State of Oregon (via DLCD) is implementing new "Section 44" rules for solar siting in Eastern Oregon. If we take no action, these rules become the County's default rules. The new Section 44 allows solar facilities up to 1,280 acres on arable land and 1,920 acres on non-arable land without a Goal 3 exception. Currently, our rules require any solar energy facilities larger than 320 acres to receive a Goal 3 Exception, which gives the County more discretion to deny or condition projects that consume valuable agricultural land.

This simple "opt-out" allows the County to retain its current rules as we explore a Goal 5 update and consider creating our own plan under the new rules. The County can always opt back in at any time.

Budget/Fiscal Impacts:

N/A

Requester:

John Eisler, Community Development Director

Legal Review (only if requested):

Elected official sponsor (if applicable):

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

IN THE MATTER OF OPTING OUT)
OF THE NEW EASTERN OREGON)
SOLAR SITING RULES) ORDER NO. 2025-37
)

WHEREAS, the Land Conservation and Development Commission (LCDC) has adopted new administrative rules regarding the siting of photovoltaic solar power generation facilities on agricultural lands in Eastern Oregon, effective January 1, 2026; and

WHEREAS, these new rules, codified at OAR 660-033-0130(44), would automatically apply to Crook County unless the County takes formal action to opt out; and

WHEREAS, Crook County values the protection of its agricultural base and natural, cultural, and historic resources, and that prudent planning regarding large-scale energy facilities should be based on the most accurate data available and a local review consistent with the will of the people; and

WHEREAS, the Community Development Department has been selected for grant funding to undertake a comprehensive plan update which includes an update to the County's Goal 5 inventory and development of its own program under OAR 660-023-0195.

NOW, THEREFORE, the Crook County Board of Commissioners adopts the recitals above as its Findings of Fact, and ORDERS and DIRECTS, based upon the above recitals, that:

1. Opt Out: Pursuant to the provisions of the new Eastern Oregon Solar Siting Rules and the standards of OAR 660-033-0130(44), Crook County hereby formally OPTS OUT of the new rules, retaining instead its local authority and code language of Crook County Code 18.16 and 18.161.
2. Effective Date: This Order is effective immediately upon signature.

DATED this _____ day of _____, 2025.

CROOK COUNTY BOARD OF COMMISSIONERS

Commissioner Brian Barney

Commissioner Susan Hermreck

Commissioner Seth Crawford

<u>Vote:</u>	Aye	Nay	Abstain	Excused
Brian Barney	___	___	___	___
Susan Hermreck	___	___	___	___
Seth Crawford	___	___	___	___



Agenda Item Request

Date of Meeting: December 17, 2025

Subject:

Second Reading and Hearing of Ordinance 356: Off-Highway Vehicle (OHV) Ordinance

Background and Policy Implications:

Seond reading and public hearing, Ordinance 356, an ordinance amending the Crook County Code to authorize limited off-highway vehicle use on County roads, and establish rules and procedures.

Budget/Fiscal Impacts:

Requester:

Bryan Libel, Assistant County Counsel

Legal Review (only if requested):

Legal drafted

Elected official sponsor (if applicable):

**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 access 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.”

Section Five: County Code section 10.16.030, “Definitions,” is added to the Crook County Code to read:

“The definitions used in this chapter are:

- 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 (i.e., Board of County Commissioners). 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 Vehicle (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 Six: 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, a passenger cabin or rollover cage, steering wheel, foot pedals, headlights, taillights, brake lights, turn signals, emergency or hazard light(s), horn, mirrors, and a first aid kit. The OHV(s) must be well-maintained and 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 to accessing or using a County road under this chapter. The license applicant also must require OHV passengers to be at least 8 years of age.

D. 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.

E. 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 limits 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.

F. 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 limits 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. License applicant must show proof of safety operating procedures that drivers, passengers, and guides must follow while traveling on County roads with OHVs. The operating procedures shall emphasize drivers and passengers to be vigilant of visibility, traffic, and weather conditions and exercise caution at all times."

Section Seven: 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, and e-mail address.

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

3. County road name or number on which the OHV(s) would 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. Copy of commercial liability insurance certificate that meets the requirements under this chapter.
8. Copy of commercial entity's valid public land use or access permit.
9. Copy of commercial entity's safety operating procedures.

B. During the application process and during the duration of any license, the applicant is responsible for updating the County in writing if any 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, recommend approval or denial of license applications in accordance with this chapter, and forward the application to the Board of Commissioners within 15 business days of receipt. The County Road department shall recommend approval of a license application if it meets all the requirements under this section and may recommend 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. Limit or prohibit County road use during icy, foggy, snowy, and/or freezing conditions.

D. The application will be presented to the Board of 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. The County Road department shall issue a license to an applicant with an approved license application within 15 business days, which will include the license terms and conditions set forth in this chapter. The County shall provide a copy of issued licenses to the Crook County Sheriff's Office.

E. 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. A County department may not charge an admission or access fee for use of the County road.

F. Once issued, no license may be transferred. The County will maintain records on applications and issued licenses in accordance with state records retention law.

G. 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 are the exclusive procedures for Crook County and licensee for all matters described therein."

Section Eight: 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 a 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, traffic, and weather conditions and exercise caution 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, 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/or 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 license 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 Nine: Crook County Code section 10.16.070, "Appeals," is added to read:

"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."

[signature page follows]

First Reading: _____

Second Reading: _____

Dated this _____ day of December, 2025.

Commissioner Brian Barney

Commissioner Susan Hermreck

Commissioner Seth Crawford

Vote	Aye	Nay	Excused
Brian Barney			
Susan Hermreck			
Seth Crawford			

MEMORANDUM



To: Crook County Board of Commissioners
Cc: Christina Haron, Finance Director; Galen Carter, County Treasurer
From: Will Van Vactor, County Manager
Date: December 12, 2025
RE: Appointment to Finance Committee

Pursuant to the County's Fiscal Policies, which provide that the Finance Committee shall consist of the County Treasurer, Finance Director, and one additional member appointed by the County Manager, I am appointing Steve Forrester, City Manager for the City of Prineville, as the third member.

This appointment strengthens the Committee's independence and public-sector expertise. Mr. Forrester brings:

- Working knowledge of public-sector finance fundamentals, including budgeting, fund accounting, internal controls, and audit concepts.
- Familiarity with Oregon local government requirements (e.g., Oregon Local Budget Law; public meetings and records norms).
- Direct experience with budget development and long-range financial planning/ forecasting.
- Commitment to Crook County's community values, balancing fiscal stewardship with service delivery and equity considerations.
- Knowledge of Central Oregon and Crook County's fiscal environment, including property tax base dynamics, state/federal revenue streams, and special districts.

Per Section I.1 of the County's Fiscal Policies, the Finance Committee's role is to annually review the County's fiscal policies and recommend changes to the County Manager. Mr. Forrester will serve as the appointed third member alongside the County Treasurer and Finance Director for purposes of reviewing the fiscal policies as a part of the FY27 budget planning process.

For reference, the current Fiscal Policies, as included in the FY26 budget document, are attached.

Crook County Fiscal Policies

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A. EXECUTIVE SUMMARY

Crook County has an important responsibility to its citizens to protect and manage public funds to ensure the sustainable provision of services desired by the County's citizens. The following financial policies are designed to establish guidelines for the fiscal stability of the County. The scope of these policies generally spans, among other issues, accounting, auditing, financial reporting, internal controls, operating and capital budgeting, revenue management, expenditure control, asset management, cash and investment management, and planning concepts, debt financing and pension funding in order to:

- Demonstrate to the citizens of Crook County, the investment community, and the bond rating agencies that the County is committed to strong fiscal operations and to the preservation of its ability to provide the financial stability to navigate through economic downturns and respond to the changing needs of the community;
- Provide an adequate financial foundation to sustain a sufficient level of County services to the community delivered in a cost effective and efficient manner;
- Present fairly and with full disclosure the financial position and results of operations of the County and its special districts in conformity to Generally Accepted Accounting Principles (GAAP); and
- Determine and demonstrate compliance with finance-related legal and contractual issues in accordance with provisions of the Oregon Revised Statutes and Administrative Rules, federal legislation, agreements and other contractual documents.

These policies apply to all financial operations of Crook County and all other entities governed by the Crook County Board of Commissioners.

Crook County Fiscal Policies

B. FINANCIAL PLANNING AND BUDGETING POLICIES

B1. Oregon Budget Law

In accordance with Oregon Budget Law, Crook County adopts a balanced budget by individual fund and in total.

For each fund, total resources, consisting of beginning net working capital, current year revenues and other resources, equal total requirements, which includes personnel, materials and services, capital outlay, debt service, transfers, contingencies, unappropriated ending fund balances, and reserves for future expenditures.

Additionally budget appropriations are made in accordance with Oregon Budget Law at the department, category or program level.

B2. Budget Process

The County's annual budgeting process engages management, advisory boards, the Budget Committee, the County Board of Commissioners as well as public comment received throughout the year so that major policy issues, department goals and objectives are identified, reconciled, and aligned with County Board of Commissioners goals and objectives. The reconciled and aligned goals and objectives are incorporated into the annual budget with resources directed to achieve the goals.

The proposed budget is presented to the Budget Committee in public meetings held in the spring of each year. The Budget Committee approves the budget, property tax rate for operations and levy amount for any general obligation debt, with amendments to address issues identified during the budget review process including those raised by the public.

The County Board of Commissioners, at a public meeting in prior to July 1, and after a public hearing,

adopts the budget, property tax rate for operations and levy amount for any general obligation debt, with amendments, limited to ten percent in each fund, to address items raised by the public, themselves, or subsequent emerging items.

The adopted budget is a living document for the fiscal year, meaning it may be amended throughout the year to address emerging opportunities, risks and/or changes in conditions.

B3. Budget Adjustments

All budget adjustment requests will be submitted to the Finance Department for analysis. The County's Financial Officer will determine the need for the adjustment and, if necessary, prepare the resolution and any required public notices for the proposed adjustment for County Board of Commissioners consideration to ensure compliance with budget laws.

B4. Net Working Capital (Contingency)

In order to maintain a prudent level of financial resources to avoid reducing service levels, borrowing between funds during the fiscal year, increasing fees, and/or raising taxes (i.e. voter-approved local option levy) due to revenue shortfalls and unforeseeable one-time expenditures, the minimum net working capital balances, as of the beginning and end of each fiscal year, will be determined and established by the Finance Director. Net working capital indicates funds readily available to meet current expenditures.

The determined minimum balances and actual and/or estimated amounts will be reported in the budget document and quarterly financial reports. In the event net working capital falls below the established thresholds, the Finance Director shall provide the County Board of Commissioners for Board of Commissioners approval a plan to restore compliance.

Crook County Fiscal Policies

The following table summarizes the minimum net working capital for each fund:

FUND	PERIOD TO FUND*	FUNDING SOURCES, COMMENTS
Operating Funds		
General	5 months	Property tax funded
Road	12 months	Major capital improvement risk
Sheriff's Office (excluding Parole & Probation)	5 months	Property tax funded
Parole & Probation	3 months	Quarterly state funding
Community Development	18 months	Volatile activity, 100% fee supported
Health Services	4 months	Federal, state, and local funding excluding pass-through funding
Library	5 months	Property tax funded
Veterans Services	3 months	State and local funding
Special Transportation	3 months	State and federal funding
Video Lottery	3 months	Quarterly state funding
Surveyor	6 months	100% fee-funded services
Tourism	3 months	Quarterly local funding
Fairgrounds	3 months	Diversified local funding
Landfill	3 months + \$4.28 million	100% fee-funded services; 3 mos operating, \$4.28M+ for post closure liability and \$250k for capital repair
Weed Control	6 months	Federal and local funding, 100% fees
Airport	6 months	Federal, state, and local funding
Facilities	3 months	Internal service funding
Other Funds		
Clerk Special Revenue	None	Local funding
Taylor Grazing	None	Non-operational federal funding
Title III	None	Non-operational federal funding
Risk Management	None	Internal service funding
Community College Edu Center	None	Funded per agreement
Crooked River Watershed	None	Pass-through activity
Capital Asset Reserve	None	Emergency and opportunities fund
Capital Projects	None	Capital projects fund
Debt Service	None	Debt service fund
County Special Districts		
OSU Extension	5 months	Property tax funded
Historical Society (Museum)	5 months	Property tax funded
Crook County Road Agency	None	Pass-through activity

Crook County Fiscal Policies

* Period to fund is calculated based upon average of budgeted Personnel, budgeted Materials & Services, budgeted Debt Service, and 20% of budgeted Capital Outlay expenditures for the current fiscal year.

B5. Long-Range Planning

Each year the County will update resource and requirement forecasts for major operating funds for the next five years, including an updated five-year Capital Improvement Plan (CIP) for all capital equipment, vehicles, transportation improvements, landfill improvements, fairground facilities, and building improvements (see also B7 below). The forecasts will be included in the annual budget to facilitate budget decisions and strategic planning, based on a multi-year perspective.

B6. Budget Awards Program

The County will submit its annual budget to the Government Finance Officers Association (GFOA) Distinguished Budget Presentation Awards Program in order to hold a best practices standard of preparing budget documents of the very highest quality.

B7. Capital Assets and Improvements

The County's asset capitalization policy is to capitalize and depreciate assets greater than \$10,000 with a useful life beyond one year and repairs or maintenance greater than \$10,000 that extend the useful life of the asset beyond one additional year. Capital assets or repairs costing less than \$10,000 or having a useful life or increasing useful life of one year or less will be treated as operating expenditures.

Annually, the County will approve a five-year Capital Improvement Plan (CIP), congruent with the adoption of its budget, starting with the Fiscal Year 2024 budget. The CIP shall provide details on each capital project: its estimated costs, sources of financing and a description, including a statement identifying the needs, conditions, and circumstances that have caused the project's creation, as well as the expected results if the project is approved and

implemented or if no action is taken.

C. FINANCIAL REPORTING POLICIES

C1. Accounting

The County's accounting systems and financial reports will be in conformance with all state and federal laws, generally accepted accounting principles (GAAP), as well as standards of the Governmental Accounting Standards Board (GASB) and the Government Finance Officers Association (GFOA).

C2. Internal Controls

Financial systems, procedures and processes will maintain internal controls to monitor revenues, expenditures, program performance, and grant requirements on an ongoing basis.

C3. Annual Audit

An annual audit will be performed by an independent public accounting firm, licensed as a municipal auditor, with an audit opinion to be included with the County's published annual financial report.

C4. Annual Financial Report

The annual financial report shall demonstrate compliance with finance-related legal and contractual provisions, including disclosures in sufficient detail to minimize ambiguities and potential for misleading inference.

The County's annual financial report will be provided as required to stakeholders to enable them to make informed decisions and it will also be posted on the County's website.

As a continuing disclosure requirement, the annual financial report will be provided via electronic submission to the Electronic Municipal Securities Rulemaking Board (EMMA).

Crook County Fiscal Policies

C5. Quarterly Financial Reports

The Finance Department will collaborate with all County departments, to prepare quarterly financial reports that will include unaudited comparisons of actual to budget, with updated full-year estimates of revenue and expenditures. The report will also include narrative highlighting progress made on goals and other initiatives, including explanation to any material changes to delivery of budgeted activity and revenue or expenditures. These reports will be posted to the County's website.

C6. Financial Accounting Activity

The Finance Department will oversee the County's enterprise resource planning (ERP) financial systems and perform financial transactional activity, including review and adjustments, reconciliations, and allocations. ERP information will be accounted for timely and accurately, with daily posting and review of transactions. Inquiry and transactional access to ERP information and systems will be available, consistent with internal control protocols, to all Board of Commissioners, elected officials, management, and authorized staff to facilitate oversight, accountability, and timely decision making.

D. REVENUE POLICIES

D1. Revenue Diversification

The County will diversify its revenue streams to reduce reliance on property taxes and potential negative implications to service delivery resulting from fluctuations in revenue sources.

D2. Property Taxes

The County's general operating levy will be used primarily to fund the Sheriff's Office, Library, Clerk's office, Assessor's office, District Attorney's office, Juvenile Services, Health Services, Veterans Services, the Fairgrounds, and the Historical Society. Additionally,

property taxes may be utilized to support voter-approved debt for capital items.

D3. Fees and Charges

User fees and charges will be established for services that benefit specific individuals or organizations. The amount of individual fees will be established at amounts that do not exceed the full cost of delivering a service. The County will annually review and adjust all fees, licenses, permits, fines, and other miscellaneous charges in conjunction with the budget process. Factors for fee or charge adjustments will include the impact of inflation, the cost of federal and state mandates, gained efficiencies, and updates/revisions to rate setting methodologies.

D4. Billing Rates

The County shall establish billing rates for its employees and capital equipment, including vehicles. The rates will be determined on a full-cost recovery basis. These rates will be charged to internal and external customers as incurred.

D5. Collection Policy

The County shall timely pursue collection of delinquent accounts. Interest may be charged on past due accounts, and when so charged the rate shall be at statutory rates unless another rate is imposed by agreement or statute. When necessary, the County may discontinue service, present a case at small claims Board of Commissioners, send accounts to collection agencies, foreclose on property, assign liens, and use other methods of collection, such as imposing penalties, collection fees, and late charges.

D6. Use of One-Time Revenue

Generally, one-time revenue shall be directed to non-recurring capital requirements, debt retirement, contribution to capital reserves,

Crook County Fiscal Policies

contribution to PERS unfunded liability or other liability, and other non-recurring expenses.

One-time revenue shall not be used to fund ongoing operations, unless the County, in the context of a multi-year financial plan, chooses to address funding gaps and other operating requirements with future funding to sustain those operations identified and documented.

D7. Use of Unpredictable Revenue

Revenue of a limited or undefined term will generally be used for capital projects or one-time operating expenditures to ensure that no ongoing service programs are lost when such revenue is reduced or discontinued.

D8. Pursuit of Grant Funding

Grants are generally contributions from one government to another, usually for a specific purpose. Grants may come with matching fund and/or other requirements. Grants will be approved consistent with the County's Purchasing Rules and Procedures as described in Crook County Code 3.12.

Additionally, all potential grants that require matching funds, on-going resource requirements, or include new or additional continuing compliance requirements shall be evaluated and considered before submittal of the application.

D9. Revenue Estimates

Revenue will be estimated annually in the budget process in a conservative manner using objective and analytical approaches, with five-year forecasts as noted above. Forecasts of current year revenue will be updated quarterly as noted in B5 above.

E. EXPENDITURE POLICIES

- E1. Expenditures will be controlled through appropriate internal controls and procedures. Management must ensure expenditures comply

with the adopted budget. Department directors, managers, or division managers will be responsible for the administration of their department/division budget(s). This includes accomplishing the goals and objectives incorporated into the budget and monitoring each department/division budget for compliance with spending limitations.

- E2. The County Board of Commissioners Chair will administer expenditure control at the category or divisional level. Additionally, the County Board of Commissioners Chair may give authorization to mandate expenditure control down to any line-item level. Expenditures anticipated to be in excess of these levels will require County Board of Commissioners approval.
- E3. All purchases of goods and services must comply with the County's purchasing policies, guidelines, and procedures, as well as with state and federal laws and regulations.
- E4. All compensation planning and collective bargaining will include analyses of the total cost of compensation, which includes but is not limited to analysis of salary increases, health benefits, pension contributions, and other fringe benefits.
- E5. The County uses internal service charges to account for services provided by one department to other departments on a cost-recovery basis.

The departments providing internal services include Administration/County Board of Commissioners, Facilities, Finance, GIS, Human Resources, Information Technology, and Legal Counsel.

Goals of an internal service charge include but are not limited to the following:

- a. To improve operational efficiency and

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effectiveness.

- b. To enhance accountability and transparency of administrative and related overhead costs.
- c. To measure the full cost of providing services for the purpose of fully recovering that cost through fees or charges to user departments.

E6. County staff are to make every effort to control expenditures to ensure County services and programs provided to its citizens and taxpayers are cost effective and efficient. Expenditures that will reduce future costs will be encouraged.

F. CASH MANAGEMENT POLICIES

F1. Investments

County funds will be invested in a prudent and diligent manner with emphasis on safety, liquidity, and yield, in that order. The County will conform to all state and local statutes governing the investment of public funds and to the County's investment policy. The County's investment policy shall be approved by the State of Oregon Short-Term Fund Board as required and reviewed by the County Board of Commissioners annually, or as otherwise needed.

F2. Banking Services

The County will periodically review its banking services (no less than every five years). If fees and/or services of the existing banking relationships are not meeting expectations and/or pricing of competitors is materially less than present relationships, the County will seek requests for proposals for banking services.

F3. Annual Validation of County Bank Accounts

Each year a letter is to be mailed to all banking institutions operating within Crook County to validate that the only Crook County accounts, listing Crook County or a Crook County

department as the owner of the account and utilizing the County's federal identification number, are those accounts that have been approved by the County Board of Commissioners and request that each bank notify the County of any accounts in operation within their financial institutions that are not on the approved list.

F4. Authorization and Management

The County Board of Commissioners shall by action of the Board of Commissioners authorize all bank accounts and authorized signatories to those bank accounts. The Finance Director shall manage all banking and investment related services for the County.

F5. Credit/Purchase Cards

The Finance Director, in consultation with the Board of Commissioners Chair, is authorized to set up credit/ purchase cards for County staff as requested, consistent with purchasing limitations.

F6. Internal Controls and Performance Auditing Policies

Employees in the public sector are responsible to the taxpayers for how public resources are used and must perform their duties in compliance with law, policy, and established procedures. In order to provide citizens with an objective and independent appraisal of County government, the County will maintain an independent audit program to evaluate and report on the financial condition, the accuracy of financial record keeping, compliance with applicable laws, policies, guidelines and procedures, and efficiency and effectiveness of operations.

G. DEBT POLICIES

- G1. The Finance Director is responsible to structure all debt issuances and oversees the on-going

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management of all County debt including general obligations, lease purchase agreements, revenue bonds, full faith and credit bonds, promissory notes, equipment financing agreements and any other contractual arrangements that obligate the County to make future principal and interest payments.

G2. No debt will be issued for which a sufficient specifically identified revenue source(s) is(are) available for repayment. The Finance Director shall prepare an analysis of the source(s) of repayment prior to issuance of any debt.

G3. When issuing long-term debt, the County will ensure that debt is only incurred when necessary and when all of the following conditions are met:

- a. For capital improvements too large to be financed from current resources,
- b. The useful life of a financed improvement must exceed the life of the related debt,
- c. The benefits of financing exceed the cost of borrowing, and
- d. Operating costs related to capital improvements are adequately considered, forecasted, and matched with corresponding revenue before debt is issued.

G4. The County will manage and administer its long-term debt in compliance with the restrictions and limitations of state law with regard to bonded indebtedness for counties as outlined in the Oregon Revised Statutes.

The statutes outline the processes for public hearings, public notice and bond elections, as well as provision for the issuance and sale of bonds and restrictions on the use of those bond proceeds.

These statutory restrictions establish legal limitations on the level of limited tax and general obligation bonded debt which can be

issued by the County (limit of 1% and 2% of the real market value of all taxable property, respectively).

All bond issuances and promissory notes will be authorized by resolution of the County Board of Commissioners.

G5. The County will not use long-term debt to fund current operations, to balance the budget, or to fund projects that can be funded from current resources. The County may use short-term debt or interfund loans as permitted by law to cover temporary cash flow needs resulting from a delay in grant proceeds or other revenues and delay in the issuance of long-term debt.

G6. The County will, through prudent financial management and budgeting practices, strive to maintain or enhance its Moody's or S&P credit ratings for full faith and credit debt and for general obligation debt.

G7. The County will ensure that adequate procedures are in place to meet the post issuance obligations of borrowers to report periodic financial information and to disclose certain events of interest to bond holders in a timely manner.

H. PENSION FUNDING POLICIES

H1. The County will use its best efforts to fund its pension obligations in an equitable and sustainable manner.

H2. The County participates in the Oregon Public Employees Retirement System (PERS) as an Employer within the State and Local Government Rate Pool. The following principles and objectives shall guide the County:

- a. PERS provides no less than biennially an actuarially determined contribution rate (ADC) to serve as the basis for minimum

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contributions.

- b. The County will prepare a PERS rate stabilization plan on or before the end of Fiscal Year 2028 to more equitably fund PERS costs on a sustainable basis and update annually thereafter, with a goal of ensuring its funding status is between 90% and 110% of its actuarially determined liability.

H3. To continue the County's accountability and transparency, the County will communicate all of the information necessary for assessing the County's progress toward meeting its pension funding objectives periodically, but no less than annually.

I. MANAGEMENT OF FISCAL POLICIES

- 11. Fiscal policies and changes in policies shall be approved by the County Board of Commissioners and adopted by resolution after a public hearing is held. The approval may be inclusive of the annual budget adoption process and the associated resolutions to that process.
- 12. The Finance Director or designee shall prepare a report explaining the substantive impact of all changes recommended and their impact on the County's operations, service levels, and/or finances.
- 13. The Finance Committee shall review the County's fiscal policies annually and shall provide recommended changes to the County Manager for consideration. The Finance Committee shall consist of the County Treasurer, Finance Director and one other member appointed by the County Manager.
- 14. The County Board of Commissioners Chair shall implement fiscal policies and monitor compliance.

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15. If the County Board of Commissioners Chair discovers a material deviation from policy, it shall be reported in writing to the County Board of Commissioners in a timely manner.

- 16. As a part of the County's annual budget document, the County Board of Commissioner Chair's budget message shall identify the following:
 - a. All major changes in policy since the previous budget year,
 - b. Any material variations from policy in the ensuing year's budget, and
 - c. Funds that do not meet reserve requirements, along with the developed plan to restore the reserves to the desired levels.

J. DEFINITION OF TERMS

Budget Committee

A committee consisting of the three County Commissioners and an equal number of citizen members appointed by the County Board of Commissioners.

Capital Improvement Plan (CIP)

The CIP is a schedule of capital projects including estimated cost and timing. There is a separate CIP for each major infrastructure system in the County, such as roads, landfill, airport, jail, information technology, County facilities, and vehicles.

Category level

For budget control purposes, categories include personnel services, materials and services, capital outlay, debt service, transfers, contingency, reserves, and unappropriated.

Debt Coverage Ratio (DCR)

Represents the ratio of net revenues available to pay scheduled debt service. A ratio of 1.0 reflects "net revenues" equal to scheduled debt service. A ratio greater than 1.0 reflects net revenues in excess of scheduled debt services and a ratio less

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than 1.0 indicates net revenue is less than scheduled debt service.

Divisional level

For budget control purposes, divisional level would include the jail within the Sheriff's Office. Other divisions may include the building and electrical divisions within the Community Development Department.

Government Finance Officers Association (GFOA)

The national finance officers' organization whose purpose is to enhance and promote the professional management of governments for the

public benefit by identifying and developing financial policies and best practices, while promoting their use through education, training, facilitation of member networking, and leadership.

Net Working Capital

Net working capital indicates funds readily available to meet current expenditures. Formula: Current assets - Current liabilities = Net working capital

Oregon Revised Statutes (ORS)

Oregon's compilation of state laws including rules of civil procedure.

Glossary and Acronyms

Accrual basis

A way of recording money the County earns and owes. Revenue is counted when earned, and expenses are counted when they are incurred, even if no cash has changed hands yet.

Actual

The real money spent or received, as opposed to planned or budgeted amounts. Does not include depreciation but does include principal debt payments.

Ad Valorem Tax

A tax based on the assessed value of a property.

Adopted Budget

The final budget approved by the Board of Commissioners. It becomes effective on July 1. After adoption the Board of Commissioners may make changes throughout the year through supplemental budget or budget transfer resolution.

Amortization

Allocating the cost of something over time for accounting purposes. This can refer to paying off a loan in installments or spreading the cost of an intangible asset.

AOC

Association of Oregon Counties

Appropriation

Authorization to spend a specific amount of money. The Board of Commissioners gives appropriation authority by adopting the budget.

Approved Budget

The proposed budget reviewed and modified, if necessary, by the Budget Committee.

ARPA

American Rescue Plan Act

Assets

Things the County owns or holds that have value, like cash, buildings, vehicles, or equipment.

Audit

See “Financial Audit”

Balanced Budget

In Oregon, a balanced budget means that the money a local government plans to spend cannot be more than the money it expects to have. In other words, resources coming in (like taxes, fees, or other revenues) must match requirements going out (for services, programs, and other costs) for each fund during the budget year.

Beginning Fund Balance

Resources available at the start of the fiscal year carried over from the previous fiscal year.

BLM

Bureau of Land Management

Bond Discount

When a bond sells for less than its original value because it pays lower interest than similar bonds on the market.

Bond Issue

A bond issue is when a local government raises money by selling bonds, which are a type of debt instrument. Investors buy the bonds and are repaid with interest over time, similar to how a loan works.

Bond Obligation

The commitment a government makes to repay the money it borrowed through bonds, including interest.

Bond Premium

When a bond sells for more than its original value because it pays higher interest than similar bonds on the market.

BOR

Bureau of Reclamation

Budget Calendar

A schedule of key dates for preparing, approving, and adopting the County’s budget.

Budget Committee

A committee required by Oregon Local Budget Law (ORS 294.305) comprised of the elected Board of Commissioners plus an equal number of concerned citizens for the purpose of reviewing the proposed budget and recommending changes leading to an approved budget.

Budget Document

A comprehensive written plan showing the money a government expects to receive (resources) and spend (requirements) on services and major projects during a fiscal year, including forecasts to help project future financial sustainability.

Budget Message

A written explanation of the County's financial priorities for the next fiscal year, prepared by the Budget Officer.

Budget Officer

The person appointed by the Board of Commissioners to prepare the proposed budget. This designation is required by Oregon Local Budget Law (ORS 294.305)

Budget

A plan showing expected revenues and requirements for a specific period, usually one year.

C&D

Construction and Demolition debris, a type of waste that is not included in municipal solid waste

CAB

Capital Appreciation Bond

CAMA System

Computer Assisted Mass Appraisal system used for property valuation

CAMI

Child Abuse Multidisciplinary Intervention

Capital Appreciation Bond (or CAB)

A bond where interest accumulates and compounds until maturity, at which point the

investor receives a single payment of principal plus interest.

Capital Investment (also called Capital Expenditures or Capital Outlay)

Spending on major, long-lasting assets—such as buildings, land, vehicles, technology, and roads—that support public services. To count as a capital investment, the project or item costs at least \$10,000, lasts more than a year, and either adds a new asset or extends the life of an existing one.

CDD

Community Development Department

Charges for Service

Fees charged for services provided to the public or other agencies.

CODE Team

Central Oregon Drug Enforcement Team

COLA

Cost-of-living adjustment

Consumer Price Index (CPI)

A measure of the change in the cost of living, calculated by the U.S. Department of Labor.

Contingency

A budgetary reserve set aside for emergencies or unforeseen expenditures not otherwise budgeted. Contingency may be appropriated for a specific purpose by the Board of Commissioners upon the approval of a resolution. The County separates contingencies into those that are designated for specific purposes and undesignated.

Convertible Capital Appreciation Bond

A convertible capital appreciation bond is a hybrid structure in which bonds accrue and compound interest while in the CAB mode and then pay annual principal and semi-annual interest payments like a traditional bond after the conversion date.

DDA

Deputy District Attorney

Debt Service Fund

A fund established to account for the accumulation of resources and for the payment of general long-term debt principal and interest that are not serviced by the Enterprise funds. It does not include contractual obligations accounted for in the individual funds.

Debt Service

Payments of interest and principal on outstanding bonds.

Department

A unit within local government that manages specific services or functions, such as health and human services, library, or roads, and has its own budget for carrying out those activities.

Depreciation

The process of spreading the cost of tangible property over its useful life for accounting purposes.

DEQ

Department of Environmental Quality

EDCO

Economic Development for Central Oregon

EEO

Equal Employment Opportunity

Employee Benefits

Contributions by the County to cover employee-related costs, including retirement, social security, and insurance.

Ending Fund Balance

The residual, non-restricted funds that are spendable or available for appropriation at the end of the fiscal year.

Enterprise Funds

A type of County fund used to account for services that are supported mainly by the fees or charges paid by the people who use them. Examples include utilities, airports, or landfills. The idea is that the service pays for itself, similar to how a business operates.

Expenditures

Represents decreases in net financial resources. They include current operating expenses, which require the current or future use of net current assets, debt services, and capital outlays.

FAA

Federal Aviation Administration

Fees

Charges for specific services levied by local government in connection with providing a service, permitting an activity, or imposing a fine or penalty.

Fiduciary Fund

A fund used in governmental accounting to account for resources held by Crook County for the benefit of third parties. Fiduciary funds are not reflected in the budget because the resources of those funds are not available to support Crook County's own programs.

Financial Audit

A formal review of the County's financial statements and practices, typically by an independent body, to provide assurance that they are accurate, complete, and prepared in accordance with generally accepted accounting principles (GAAP). The audit also evaluates compliance with laws, regulations, and grant requirements, and may include recommendations to strengthen internal controls and financial management.

Fiscal Management

Planning and managing County revenues, spending, reserves, and debt.

Fiscal Year

A 12-month period designated as the operating year for accounting and budgeting purposes in an organization. The Crook County fiscal year is July 1 through June 30.

Five-Year Financial Plan

A forecast of revenues and expenses for the next five years.

FLAP

Federal Land Access Program grant

FMLA

Family and Medical Leave Act, allowing eligible employees unpaid leave for medical or family reasons with continued health insurance.

FTE

Full-Time Equivalent (pertaining to personnel)

FTEP

Field Training and Evaluation Program

Full-Time Equivalent (FTE)

A calculation converting part-time hours to a full-time position, based on 2,080 hours per year.

Fund Balance

The balance of net financial resources that is spendable or available for appropriation.

Fund

A fiscal and accounting entity with a self-balancing set of accounts. Records cash and other financial resources together with all related liabilities and residual equities, or balances and changes therein. These are segregated for the purpose of carrying on specific activities or attaining certain objectives in accordance with special regulations, restrictions, or limitations.

FY

Fiscal year

GAAP

Generally Accepted Accounting Principles

GASB

Governmental Accounting Standards Board

General Fund

The primary operating fund for County services.

General Long-term Debt

Represents debt payable that is not classified as a liability of a given fund or secured by a specific revenue source other than the general revenues or property taxes of the issuer.

General Obligation (GO) bonds are secured by the full faith and credit of the issuer. GO bonds issued by local units of government are secured by a pledge of the issuer's property taxing power (secondary portion). Usually this is issued to pay for building repairs and improvements.

GFOA

Government Finance Officers Association

GIS

Geographic Information System

Goal

A broad statement of what a government aims to achieve, guiding programs, projects, and spending decisions.

Governmental Fund

Governmental funds are generally used to account for grant, tax, or other similar revenue supported activities, which includes most governmental functions.

Grant

A contribution that is made by one government unit or privately funded agency to another. The contribution is usually made to aid in the support of a specified function (i.e., library, veteran's services, or capital projects).

Infrastructure

Public assets like roads, bridges, sidewalks, and similar items that are immovable.

Intergovernmental Revenues

Funds shared by one government with another according to law or agreement.

IT

Information Technology

LATCF

Local Assistance and Tribal Consistency Fund

Levy

Gross amount of property taxes imposed on taxable property. The net amount received by a government will be less than the gross levy as a result of delinquent or uncollectible payments

or early payment discounts. Budgets are developed on the basis of the projected amount of property taxes receivable.

Line-Item Budget

The traditional form of budget, where proposed appropriations are based on individual objects of expense within a department or program.

Local Budget Law

Oregon laws (ORS Chapter 294) governing local budgeting practices.

Major Fund

Funds whose revenues, expenditures/expenses, assets, or liabilities (excluding extraordinary items) are at least 10 percent of corresponding totals for all governmental or enterprise funds and at least 5 percent of the aggregate amount for all governmental and enterprise funds. Other funds may be considered major funds because of their significance to the governmental unit and/or the users of the financial statements (based on “professional judgment”).

Materials and Services

Expendable items purchased for delivery and county services. This classification includes supplies, repair and replacement parts, small tools, maintenance and repair materials that are not of a capital nature, and outsourced services.

Mission

The primary purpose of the County, guiding decisions and activities.

Modified Accrual

A method of timing in the recognition of transactions and events. Please see Accrual basis for the alternative method. Modified accrual basis records revenue when earned, if they are collectible within the period or soon enough afterwards to be used to pay liabilities of the period. Expenditures are recorded when a liability is incurred except that debt service payments and other specific accrued liabilities are recognized only when payment is due.

MSW

Municipal Solid Waste

NEPA

National Environmental Policy Act

Non-Major Fund

Funds whose revenues, expenditures/expenses, assets, or liabilities (excluding extraordinary items) are less than 10 percent of corresponding totals for all governmental or enterprise funds and less than 5 percent of the aggregate amount for all governmental and enterprise funds.

Non-Operating Budget

Budget items not part of day-to-day operations, such as reserves, contingencies, capital projects, and debt payments.

NRAC

Natural Resources Advisory Committee

Objective

A measurable target to be achieved within a specific timeframe.

OCHIN

Oregon Community Health Information Network, a nonprofit providing healthcare knowledge solutions

OFLA

Oregon Family Leave Act

Operating Budget

A plan for a government’s day-to-day spending and the money it expects to receive to pay for services, staff, supplies, and other regular operating costs. It shows how the government will fund and manage its ongoing programs for the year.

Operating Revenue

Funding received by the government as income to pay for ongoing operations. It includes such items as taxes, fees from specific services, interest earnings, and grant revenues. Operating revenues are used to pay for day-to-day services, capital outlay, and debt service.

OPL

Oregon Paid Leave

ORS

Oregon Revised Statutes, the state laws

Outstanding Debt

The balance due at any given time which resulted from the borrowing of money or from the purchase of goods and services.

PCI

Pavement Condition Index

Performance Measure

Data used to evaluate how well a program meets its goals.

Permanent Tax Rate

The maximum property tax rate a local government can charge by law to fund basic operations, excluding voter-approved levies or special taxes for specific purposes. Crook County's permanent rate is \$3.8702 per \$1,000 of assessed value. Each local government's tax rate was determined by the State of Oregon in 1997. No action of the county can increase the permanent tax rate.

Personnel Services

The salaries and wages paid to employees, in addition to the County's contribution for fringe benefits such as retirement, social security, and health and workers' compensation insurance.

PILOT

Payment in lieu of taxes

PILT

Payment in lieu of taxes

Potential Refund Credit

Money set aside when property tax assessments are appealed, pending the outcome.

PRAS

Property Recording Alert Service, a free tool for monitoring land record activity.

PRC

Potential Refund Credit

Property Tax

Taxes based on property value, used to support County services and debt.

Proposed Budget

The budget prepared by the Budget Officer and submitted for review and approval to the Budget Committee.

Proprietary Fund

A type of funds used for business-like activities, similar to private-sector accounting. Because the activities are similar, reporting resembles what would be used by a private business.

REA

Rural Electrification Administration

Recidivism Rate

The rate at which a person returns to criminal behavior after sanctions or interventions during a 3-year period.

Resources

Revenue, transfers, borrowing, and fund balances available to the County.

Revenue

Money the County receives from taxes, fees, grants, or other sources.

SAAS

Software as a service

SAR

Search and Rescue

Supplemental Budget

Appropriations made during the year for needs not anticipated in the adopted budget.

Tax Levy

The total amount of property taxes a government collects to fund operations and pay debt. In Oregon, most of this is limited by law to the permanent tax rate, with some exceptions for certain types of debt.

Tax Rate

See “Permanent Tax Rate”

Tax Revenue

Money from property taxes and other taxes, like lodging taxes.

Tax Roll

The official list showing the amount of taxes levied against each property.

Taxes

Compulsory charges imposed by the government to pay for public services.

Transfers

Appropriation category used in the County’s budget, which includes amounts moved from one fund to another to pay for services.

TSP

Transportation System Plan, a long-range plan for transportation needs and facilities.

Unappropriated Ending Fund Balance

An account which records a portion of the fund balance. It must be segregated for future use and is not available for current appropriation or expenditure.

User Fees

Charges for services paid by those who directly use or benefit from them.

VOCA

Victims of Crime Act