CROOK COUNTY BOARD OF COMMISSIONERS AGENDA

Wednesday, October 15, 2025 at 9:00 am

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

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

PUBLIC COMMENT

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

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. **Approval of Amendment 1 for MAT in the Crook County Jail**
2. **Approval of Appointments to Property Value Appeals Board (PVAB)**

DISCUSSION

3. **Proclamation stating that October is recognized as Domestic Violence Awareness Month**
   Requester: Joanna Gardner
   Saving Grace Regional Services Manager

4. **Funding 2025 Puckett Road Overlay**
   Requester: Brad Haynes
   Road Superintendent

5. **Signature for CJC grant for Deflection program for 25-27 budget year**
   Requester: Aaron Boyce
   Community Corrections Lieutenant

6. **Treasurer's Report for September 2025**
   Requester: Christina Haron
   Finance Director

7. **OHP Assistance & Navigation Grant**
   Requester: Katie Plumb
   Health and Human Services Director

8. **First Hearing of Ordinance 355; a zone map amendment**
   Requester: John Eisler
   Presenters:
   John Eisler, Community Development Director
   Katie McDonald, Senior Planner

9. **Second Hearing of Ordinance 354: 2025 Transportation System Plan**
   Requester: John Eisler
   Community Development Director

MANAGER REPORT

COMMISSIONER UPDATES

PUBLIC COMMENT

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

EXECUTIVE SESSION

10. **ORS 192.660(2)(e) For the purpose of conducting deliberations with persons designated by the governing body to negotiate real property transactions.**
11. **ORS 192.660(2)(f) To consider information or records that are exempt by law from public inspection.**

NOTICE AND DISCLAIMER

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

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

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

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

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

Additional Items

Additional items may be discussed that arise too late to be included as a part of this notice. For information about adding agenda items, please contact the County Administration office at 541-447-6555. Assistance to handicapped individuals is provided with advance notice.

Contact: Brian Barney (brian.barney@crookcountyor.gov (541) 447-6555) | Agenda published on 10/08/2025 at 3:08 PM

AGENDA ITEM REQUEST

Date:
October 1, 2025

Meeting date desired:
October 15, 2025

Subject:
Extension to BestCare's Medical Addiction Treatment at the Jail

Background and policy implications:
Continuation of BestCare to provide medical treatment services to individuals with Substance Use Disorder who are incarcerated at the Crook County Jail.

Budget/fiscal impacts:
None

Requested by:
Alex Solterbeck, Office Manager, Crook County Counsel

Presenters:
N/A – Consent Agenda

Legal review (only if requested):
Legal drafted

Elected official sponsor (if applicable):
N/A

AMENDMENT 1
To MEMORANDUM OF UNDERSTANDING
AGREEMENT FOR MAT IN THE CROOK COUNTY JAIL

This Amendment 1 is entered into by BestCare Treatment Services, Inc., (hereinafter "Contractor"), and **Crook County**, a political subdivision of the State of Oregon (hereinafter "County"); collectively, Contractor and County may be referred to as "the Parties."

RECITALS

WHEREAS, Contractor and County are parties to that certain Memorandum of Understanding for Agreement for MAT in the Crook County Jail (hereinafter "the Agreement") effective September 23, 2024, for the provision of MAT services as more fully described in the Agreement; and

WHEREAS, the Parties wish to continue the terms of the Agreement as modified by this Amendment 1.

AGREEMENT

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

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

Section Two: The duration of the Agreement is extended to September 30, 2026, unless sooner terminated according to its terms.

Section Three: Except as amended by this Amendment 1, all other terms of the Agreement remain in full force and effect.

Section Four: This Amendment 1 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

SIGNATURE BLOCK ON NEXT PAGE

IN WITNESS WHEREOF, Contractor and County have executed this Amendment 1 effective September 23, 2025.

CONTRACTOR

BestCare Treatment Services, Inc.

By: _____
Signature

Rick Treleaven
Print Name

CEO
Title

Date: Sept. 26, 2025

COUNTY

Crook County Board of Commissioners

_____
Seth Crawford, County Commissioner

_____
Susan Hermreck, County Commissioner

_____
Brian Barney, County Commissioner

Date: _____

AGENDA ITEM REQUEST

Date:

October 6, 2025

Meeting date desired:

October 15, 2025

Subject:

PVAB appointments

Background and policy implications:

Appointments to PVAB board, to be completed by Oct 15

Budget/fiscal impacts:

Included in my PVAB budget

Requested by:

Cheryl Seely - Crook County Clerk

Presenters:

Cheryl will present or can be on consent agenda

Legal review (only if requested):

NA

Elected official sponsor (if applicable):

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

IN THE MATTER OF APPOINTMENTS TO THE 2025-2026 and 2026-2027 CROOK COUNTY PROPERTY VALUE APPEALS BOARD

ORDER 2025-35

WHEREAS, at a meeting of the Crook County Board of Commissioners, duly and regularly called and held on the 15th day of October, 2025, at which a quorum was present and voting, the following appointments to the 2025-2026 and 2026-2027 Property Value Appeals Board were ordered:

POOL #1 and POOL #2:

Rich Mires
372 NE Holly St
Prineville, OR 97754

Bill Zelenka
2630 NE Tennessee Lane
Prineville, OR 97754

Monty Kurtz
12282 SW Paiute Court
Powell Butte, OR 97753

THEREFORE BE IT ORDERED, the above county residents be appointed to the Crook County Property Value Appeals Board, a 2-year term of office to begin October 15, 2025 and end June 30, 2027.

DATED this ____ day of October, 2025.

_____
Brian Barney, Crook County Commissioner

_____
Susan Hermreck, Crook County Commissioner

_____
Seth Crawford, Crook County Commissioner

AGENDA ITEM REQUEST

Date:

10/2/25

Meeting date desired:
10/15/25

Subject:

Reading and adopting proclamattion declaring October Domestic Violence Awareness month in Crook County

Background and policy implications:
To raise awareness in the community in order to prevent violence

Budget/fiscal impacts:

No fiscal budget request attached

Requested by:

Saving Grace

Presenters:

Joanna Gardner
Brenda Lopez Estrada

Legal review (only if requested):

Elected official sponsor (if applicable):



Crook County

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

Proclamation of Domestic Violence Awareness Month

WHEREAS, Domestic Violence affects every person in Crook County and within our communities, whether as a victim or survivor, or as a family member, friend, partner, neighbor, educator, employer, or co-worker; and

WHEREAS, Systemic oppression and inequity create a culture in which some communities are especially targeted for violence and experience greater barriers to access services; and

WHEREAS, Intimate partner violence affects more than 12 million people in the United States every year, with nearly 3 in 10 women and 1 in 10 men having experienced rape, physical violence, and/or stalking by an intimate partner. Domestic violence can escalate to life-threatening harm through many forms of abuse, and far too many lives are lost each year to this preventable tragedy; and

WHEREAS, Now, more than ever, we are being reminded that we are capable of change, and each person makes choices every day that either support or challenge a culture of violence; and

WHEREAS, Every individual in our community and within our County has a role to play in moving change forward and promoting health and safety for all people, by not tolerating violence, by promoting accountability, and by participating in the efforts to end violence; and

WHEREAS, New efforts build on foundations laid by dedicated advocates, preventionists, activists, and other partners who have been doing this work for decades; and

WHEREAS, By taking action where you work, play, learn, worship, or live, change is possible, and Domestic Violence is preventable when we are all working together to end systemic oppression—the root cause of Domestic Violence—while also promoting strong laws, effective prevention, and consistent enforcement to protect survivors and ensure justice and accountability;

NOW, THEREFORE we the Crook County Commissioners hereby proclaim October 2025 to be Domestic Violence Awareness Month in Crook County and encourage all residents to join in this observance.

Dated: October 15, 2025

X _____

Brian Barney
County Commissioner

X _____

Susan Hermreck
County Commissioner

X _____

Seth Crawford
County Commissioner

AGENDA ITEM REQUEST

Date:

October 1, 2025

Meeting date desired:
October 15, 2025

Subject:

Funding 2025 Puckett Road Overlay ITB. Four bidders have bid and lowest bid has been selected Tri County Paving LLC

Background and policy implications:

Puckett Road has been slatted for a 3" cold plane take off and intersection. with 3" overlay. Along with the impact panels on the Lone Pine Crooked River bridge being repaired.

Budget/fiscal impacts:

The bid from Tri County Paving LLC $473,625.00 and is lowest bid. This has been budgeted and will not need to have a budget adjustment.

Requested by:

Brad Haynes, Crook County Road Superintendent.
brad.haynes@crookcountyor.gov (541) 447 -4644

Presenters:

Brad Haynes. Eric Blaine.

Legal review (only if requested):

Eric will explain Proposed versus In the Packet Bond

Elected official sponsor (if applicable):

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

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AUGUST ACTUAL	YTD ACTUAL	ORIG BUDGET	FINAL BUDGET	BUDGET REMAINING	% REC'D/SPENT
202-0100-510.02-04	LIFE INSURANCE/LTD	316.73	633.46	5,000	5,000	4,367	.13
202-0100-510.02-05	UNEMPLOYMENT	127.91	188.35	3,000	3,000	2,812	.06
202-0100-510.02-06	401K RETIREMENT	14,598.00	21,208.43	186,000	186,000	164,792	.11
202-0100-510.02-08	OREGON PAID LEAVE TAX	729.12	1,073.49	9,000	9,000	7,927	.12
*	EXPENDITURE	194,897.40	306,592.23	2,510,000	2,510,000	2,203,408	.12
	MATERIALS & SERVICES EXPENDITURE						
202-0100-520.05-37	HLTH/SAFETY SUPPLY/EQUIP	199.99	1,237.20	10,000	10,000	8,763	.12
202-0100-520.05-49	TOOLS	623.45	623.45	20,000	20,000	19,377	.03
202-0100-520.05-50	SHOP SUPPLIES/MAINT	4,820.86	5,645.87	35,000	35,000	29,354	.16
202-0100-520.05-51	WELDING SUPPLIES	.00	.00	3,000	3,000	3,000	.00
202-0100-520.05-52	ROAD CONSTRUCTION EXP	.00	.00	20,000	20,000	20,000	.00
202-0100-520.05-53	BASE ROCK CRUSH	.00	.00	310,000	310,000	310,000	.00
202-0100-520.05-54	SIGN MATERIAL/SUPPLIES	.00	5,479.63	30,000	30,000	24,520	.18
202-0100-520.10-07	COPY MACHINES	.00	.00	3,000	3,000	3,000	.00
202-0100-520.10-24	NOXIOUS WEED CONTROL	.00	.00	66,000	66,000	66,000	.00
202-0100-520.10-25	OFFICE SUPPLIES	323.45	323.45	4,000	4,000	3,677	.08
202-0100-520.10-35	ROADSIDE CLEANUP/CORRECTS	.00	.00	2,000	2,000	2,000	.00
202-0100-520.20-02	CHIP SEAL	.00	.00	650,000	650,000	650,000	.00
202-0100-520.20-03	PAVING & PATCHING	.00	173.28	550,000	550,000	549,827	.00
202-0100-520.20-08	BRIDGE MAINTENANCE	.00	.00	4,000	4,000	4,000	.00
202-0100-520.20-12	CONCRETE	464.00	464.00	5,000	5,000	4,536	.09
202-0100-520.20-14	CULVERT MATERIALS P&M	12,498.70	12,498.70	10,000	10,000	2,499-	1.25
202-0100-520.20-15	DEICING	.00	.00	50,000	50,000	50,000	.00
202-0100-520.20-19	EQUIPMENT REPAIRS/MAINT.	10,180.65	10,360.34	40,000	40,000	29,640	.26
202-0100-520.20-21	FILTERS	731.99	731.99	10,000	10,000	9,268	.07
202-0100-520.20-23	GUARD RAIL MAINTENANCE	254.98	254.98	20,000	20,000	19,745	.01
202-0100-520.20-24	LUBRICANTS	.00	.00	10,000	10,000	10,000	.00
202-0100-520.20-30	TIRES	2,982.02	2,982.02	55,000	55,000	52,018	.05
202-0100-520.20-34	PAINT/STRIPING	.00	.00	200,000	200,000	200,000	.00
202-0100-520.20-35	PARTS/W-FRIEGHT	4,873.43	7,420.23	70,000	70,000	62,580	.11
202-0100-520.20-41	CONTRACT SRV/REPAIRS	.00	.00	70,000	70,000	70,000	.00
202-0100-520.25-11	FUEL	8,704.68	18,540.23	200,000	200,000	181,460	.09
202-0100-520.35-13	CONTRACT SERVICES	2,927.93	13,113.77	120,000	120,000	106,886	.11
202-0100-520.35-20	ENG/SURVEY/ARCHITECTURE	6,390.00	6,390.00	55,000	55,000	48,610	.12
202-0100-520.35-35	PUBLISHING FEES/CONTRACTS	.00	.00	2,000	2,000	2,000	.00
202-0100-520.40-02	ELECTRICITY	753.05	753.05	25,000	25,000	24,247	.03
202-0100-520.40-03	GARBAGE	398.80	398.80	0	0	399-	.00
202-0100-520.40-04	INTERNET SERVICE	120.00	120.00	2,000	2,000	1,880	.06
202-0100-520.40-05	NATURAL GAS	35.18	35.18	5,000	5,000	4,965	.01
202-0100-520.40-07	PROPANE	23.75	34.00	12,000	12,000	11,966	.00
202-0100-520.40-11	WATER/SEWER	.00	.00	3,000	3,000	3,000	.00
202-0100-520.40-15	ELECT SOLAR ENERGY CREDIT	787.25	787.25	6,000	6,000	5,213	.13
202-0100-520.40-17	CELL PHONE COSTS	1,576.60	1,901.60	12,000	12,000	10,098	.16
202-0100-520.45-02	TRAINING/LODGING/PER DIEM	.00	.00	10,000	10,000	10,000	.00
202-0100-520.50-05	INSURANCE	.00	63,581.45	78,000	78,000	14,419	.82

SECTION II

BIDDER'S PROPOSAL DOCUMENTS

Bidder's Schedule / Summary of Costs
Proposal Statement
Proposal Bond
Workers Compensation Insurance Certification
Insurance Coverage(s) Required
Identification of Bidder(s) Sureties
First Tier Subcontractor Disclosure

FILL OUT, SIGN, AND SUBMIT SECTION II DOCUMENTS WITH YOUR BID

BID SCHEDULE/SUMMARY OF COSTS

Crook County Puckett Road Overlay Project
Contract No.: 2025-10

Granite Construction Company
Name of Bidder

16821 SE McGillvray Blvd Suite 210B
Address

Vancouver, WA 98683
City State Zip

360-254-0978
Phone #

bid.vancouver@gcinc.com
Email Address

CONTRACT NO. 2025-10

PROJECT TITLE: Crook County Puckett Road Overlay Project

3" Overlay of Puckett Road from NW Grimes Road to Ryegrass Road with stops and take offs at the STOP signs, limits to be marked by Crook County Road Department
HMAC LEVEL 2½ inch dense, 64-28 Binder, 20% RAP.
Leveling depth varies up to 3" compacted depth.

***** Quantity listed below is approximate, price shall include Mobilization, Tack, Material, Haul, Placement, Grinding, Traffic Control and Temporary Signs, Temporary Pavement Markings (Stick & Stomps), Intersections and any other materials or services to complete project.**

TONS	**4500**	**$**	116.00	**/TON**	**$** 522,000.00
COLDPLANE	**450**	**$**	30.00	**/YD2**	**$** 13,500.00

TOTAL AMOUNT OF BID $ 535,500.00

****In case of discrepancy between unit prices and totals, the unit price will prevail.**

Bid Sheet, page 1 of 1

PROPOSAL STATEMENT

Crook County Puckett Road Overlay Project
Contract No.: 2025-10

To the Crook County Board, Crook County, Oregon:

The undersigned, as bidder, declares that:

- This proposal is for the work described on the "Description of Work" sheet bound in this proposal;
- The only persons or parties interested in this proposal as principals are those named in this proposal;
- The bidder has obtained and become acquainted with the applicable standard specifications, supplemental specifications, special provisions, plans, and other required provisions applicable to the particular work for which the proposal is submitted;
- The bidder has personally inspected the location and the site of the work and has become acquainted with all conditions, local and otherwise, affecting it;
- The bidder has obtained and become acquainted with the forms of contract and bonds which are to be signed by the successful bidder (***see Section III)***;
- The bidder is satisfied as to the quantities and conditions and understands that in signing this proposal the bidder waives all right to claim any misunderstanding regarding these quantities and conditions;
- The proposal guaranty/bond submitted with this proposal is, by this reference, made a part of this proposal; and
- The bidder has reviewed and/or is familiar with and agrees to abide by the terms and provisions of Crook County Code Chapter 3.12, as amended, relating to the Crook County Purchasing Rules and Procedures.

The bidder also proposes and agrees that:

- If the Crook County Board accepts this proposal, the bidder will execute the contract form furnished by the County, will provide all necessary machinery, tools, apparatus, and other means of construction, and will do all the work and furnish all the materials specified in or called for by the contract in the manner and time prescribed in the contract and according to the requirements of the Engineer or representative from Crook County;
- The bidder will accept as full payment for the work performed and the materials and equipment furnished, the amount earned under the contract as computed in the manner described in the specifications from the quantities of the various classes of work performed and the respective unit prices bid as these prices are given in the "Bid Schedule/Summary of Costs" bound in this proposal; and
- The bidder will comply with the prevailing wage rate provisions as required by ORS 279C.800 through 279C.870 (***see* Section III**).

The bidder also certifies to the following:

A. Non-Collusion Certification: By signing this proposal, bidder certifies that:

- The price(s) and amount of this proposal have been arrived at independently and without consultation, communication, or agreement with any other contractor, bidder, or potential bidder except as disclosed on a separately attached statement;
- Neither the price(s) nor the amount of this proposal, and neither the approximate price(s) nor approximate amount of this proposal have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before the opening of proposals;
- No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal;
- This proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal; and
- The bidder, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any government agency and have not in the last four years been convicted of or found liable for any act, prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract except as described on a separately attached statement.

B. Non-Discrimination Certification - By signing this proposal, bidder certifies that:

- He/She/It has not discriminated against minority, women, or small business enterprises in obtaining any subcontracts.

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

Complete the following:

1. Check one: Bidder is a _x_ resident bidder _____nonresident bidder.
2. If a **resident bidder**, enter your Oregon business address and email address:

   80568 Hwy 395 N Hermiston, OR 97838

   _____
3. If a **nonresident bidder**, enter your home state business address and email address:

   _____

   _____

D. Tax Law Compliance – By signing this proposal, bidder warrants and covenants that:

- Contractor is not in violation of any Oregon tax laws and has complied with the tax laws of Oregon. Contractor covenants to continue to comply with the tax laws of Oregon during the entire term of the public contract.

E. **Contractor's Board License Certification** - Bidder is in compliance with requirements for construction contractors and is licensed and bonded with the Construction Contractor's Board as follows:

No. 101195 Expiration Date 7.19.26

F. **Contractor's Certification of Drug Testing Program ORS 279C.505(2) -** By signing this proposal bidder certifies that:

- The bidder will have a drug testing policy in place at time of contract award;
- The bidder shall maintain the drug testing policy for the duration of the contract; and
- The bidder shall require each subcontractor providing labor to this contract to comply with the drug testing requirements.

G. **Statement Regarding Certifications**

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

H. **Public Works Bond** – By signing this proposal bidder certifies that:

- Compliance with ORS 279C.836 Statutory Public Works Bond for contractor and all subcontractors; and
- Proof of Public Works Bond is attached.

The bidder is advised that by signing this proposal the bidder is deemed to have signed and agreed to the provisions of all the documents, certifications, and statements contained in this proposal.

Granite Construction Company — (Bidder's Name)

94-0519552 — (Bidder's Federal Tax ID Number)

By Paul Harding ← **SIGN HERE**

Paul Harding VP Regional Operations — (Printed Name) (Title of Signer)

9.25, 2025 — (Date)

PROPOSAL BOND

Crook County Puckett Road Overlay Project
Contract No.: 2025-10

KNOW ALL MEN BY THESE PRESENTS, that Travelers Casualty and Surety Company of America

a surety company duly organized under the laws of the State of Connecticut having its principal place of business at 1 Tower Square Hartford, CT 06183 in the State of Connecticut, and authorized to do business in the State of Oregon, is held and firmly bound unto Crook County, in the full sum of ten percent (10%) of the total amount of the proposal for the work hereinafter described, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators and assigns, and successors and assigns, firmly by these presents.

The condition of this bond is such that, whereas Granite Construction Company is herewith submitting its proposal for the following work:

Puckett Road – From NW Grimes Rd to NW Ryegrass Rd. approximately 2.1 miles

- **Leveling Course - Depth varies up to 3-inch compacted HMAC Level 2, ½ inch dense, 64-28 Binder, 20% RAP. Approximately 4500 Tons**
- **Price per ton shall include Material, Haul, Placement (including labor), Tack Coat, Traffic Control, Temporary Signs, Temporary Pavement Markings, and any other materials or services necessary to complete project.**
- **Leveling with emphasis on surface preparation assuring ODOT Specification 00745.70 tolerance is achieved. Contractor may be required to supply a rolling straightedge or equivalent testing method as approved by Superintendent.**
- **Grind and inlay match points 3" and taper to existing surface on each end of the project to ensure proper elevation and ride is achieved. This may vary in width on each end of project.**
- **Grind and inlay all approved intersection match points to ensure proper elevation and ride is achieved. This may vary in width on each intersection.**
- **Pave out 12" at all appropriate driveway approaches.**
- **Apply temporary traffic delineation (stick and stomps) to centerline, turning lane, and fog line.**
- **Mark all striping as per existing prior to start of project to ensure proper transitions.**
- **Grind 3" of existing AC from bridge and taper 100' on each end of bridge to existing surface where applicable.**

Lone Pine Rd Bridge Impact Panels – Grind and Inlay 3" HMAC Level 2, ½ dense, 64-28 Binder (see map).

- **Grind marked area in white to limits and inlay back 3" HMAC. Approximately 80 tons.**

- **Price per ton shall include Material, Haul, Placement (including labor), Tack Coat, Traffic Control, Temporary Signs, Temporary Pavement Markings, and any other materials or services necessary to complete project.**

- **Apply temporary traffic delineation (stick and stomps) to centerline, turning lane, and fog line.**

All work is to be completed by **June 19, 2026**

NOW THEREFORE, if said proposal submitted by said bidder is accepted by the Crook County Board, and the contract for said work is awarded to said bidder, and if the said bidder enters into and executes the said contract and furnishes bond and insurance as required by the County within the time fixed by the County, then this obligation shall be void; otherwise to remain in full force and effect. These obligations shall not be impaired or affected by any extension of time within which the County may accept the bid or the required submittals, and Surety waives notice of any such extensions.

Signed and sealed this 17th day of September, 2025.

SURETY

Travelers Casualty and Surety Company of America
(Surety Company)

(Signature)

Isabel Barron, Attorney-In-Fact

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
HARTFORD, CONN.

PRINCIPAL

Granite Construction Company
(Principal (Bidder))

(Signature)

Paul Harding VP Regional Operations

GRANITE CONSTRUCTION COMPANY
SEAL
CALIFORNIA

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ACKNOWLEDGMENT

State of California
County of Santa Cruz)

On September 17, 2025 before me, Maria Gomez, Notary Public
(insert name and title of the officer)

personally appeared Isabel Barron,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Maria Gomez (Seal)
Maria Gomez, Notary Public

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Isabel Barron** of **WATSONVILLE**, **California**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her, and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary, and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary, or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority, and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this September 17, 2025

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

Workers' Compensation Insurance Certification

All subject employers working under this contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. The **CONTRACTOR** for the purposes of this contract hereby certifies that it is currently providing workers' compensation coverage for all its employees and will maintain coverage throughout the course of the project through one of the following methods:

Employers Complying with ORS 656.017

1. [x] "Carrier-insured employer" (State Accident Insurance Fund Corp. or other authorized insurer).

   Insurance Company Name: Valley Forge Insurance Company

   ID/Policy No.: Policy #WC 274978644

2. [ ] "Self-insured employer" (certified by the Workers' Compensation Division).

   ID number as assigned by the Workers' Compensation Division _____

3. [ ] I am an independent contractor and will perform all work under this contract without the assistance of others.

Employers Exempt under ORS 656.126

1. [ ] Workers' Compensation Coverage, State of Origin: _____

In the event of cancellation or change of the information above, **CONTRACTOR** certifies that it will immediately notify the Department of said cancellation or change and will obtain alternate coverage.

Contractor Business Name: Granite Construction Company

Date 9.25.25

By: Paul Harding
Signature

Paul Harding
Print Name

Its: VP Regional Operations

REMINDER – ADDITIONAL INFORMATION NEEDED

Has your insurance carrier filed a guaranty contract with Oregon Workers' Compensation Division as proof of coverage for your employees working in Oregon? Yes, Granite Construction Company shows an address in Hermiston, OR

Insurance Coverage Required - Addendum

CONTRACTOR shall not commence any work until **CONTRACTOR** obtains, at **CONTRACTOR'S** own expense, all required insurance as specified below. Approval of **CROOK COUNTY** is required as to limits, form, and amount. **CONTRACTOR** is required to obtain or maintain the following for the full period of the contract:

__X__ **COMMERCIAL GENERAL LIABILITY** insurance covering personal injury, bodily injury, and property damage with limits as specified below. The insurance shall include:

COVERAGES	LIMITS
_____Explosion & Collapse	_____$1 million per occurrence
_____Underground Hazard	__X__Limits of the Oregon Tort Claims Act
_____Products/Completed Operations	(ORS 30.260-30.300) presently at $1,758,300 per
_____Contractual Liability	occurrence
_____Broad Form Property Damage	__X__Other – Tort limits adjusted per ORS
_____Owners & Contractors Protective	30.372(4) beginning in 2015

FORM: All policies must be of the occurrence form with combined single limit for bodily injury and property damage. Any deviation from this must be reviewed by the Crook County Counsel. All claims-made forms must have the prior approval of the Crook County Counsel. Submit a complete copy of claims-made policies and endorsements with the certificate of insurance.

__X__ **AUTOMOBILE LIABILITY** insurance comprehensive form with limits as specified below. The coverage shall include owned, hired, and non-owned automobiles.

LIMITS

_____$1 million per occurrence
__X__Other – Tort limits adjusted per ORS 30.372(4) beginning in 2015
__X__Not less than the limits of the Oregon Tort Claims Act
(ORS 30.260-30.300) presently at $1,758,300 per occurrence

_____ **PROFESSIONAL LIABILITY** insurance with limits not less than $_____.

__X__ **ADDITIONAL INSURED CLAUSE:** The liability insurance coverages required for the performance of this contract shall be endorsed to name Crook County, its commissioners, officers, agents, and employees as additional insured with respect to the activities performed under this contract.

__X__ **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY** as statutorily required for persons performing work under this contract. Any subcontractor hired by **CONTRACTOR** shall also carry Worker's Compensation and Employers' Liability coverage.

_____ **EMPLOYERS LIABILITY** insurance with limits of $500,000.

_____ **BUILDER'S RISK** insurance special form. Limits to be the value of the contract or $_____.

_____ **FIDELITY BOND** covering the activities of any person, named or unnamed, responsible for collection and expenditures of funds. Limit $_____ per employee.

In the event of cancellation or change of the information above, **CONTRACTOR** certifies that it will immediately notify the Department of said cancellation or change and will obtain alternate coverage.

Contractor Business

Name: Granite Construction Company Date 9.25.25

By: Paul Harding Paul Harding
Signature Print Name

Its: VP Regional Operations

Contact County Counsel with questions re **Insurance and indemnity (541) 416-3919.**

IDENTIFICATION OF BIDDER(S) SURETIES

Crook County Puckett Road Overlay Project
Contract No.: 2025-10

The party who is submitting this proposal and who, if awarded the contract, will enter into the contract is

a corporation
(Enter "an individual", partnership," "a corporation" or "a limited liability company") PLEASE PRINT

doing business under the name Granite Construction Company
PLEASE PRINT

at 16821 SE McGillvray Blvd Suite 210B Vancouver, WA 98683 360-254-0978
(Street) (City) (State) (Zip Code) (Phone Number)

which is the address to which all communications concerning this proposal and the contract should be sent.

The name of the surety, who will furnish the performance bond and payment bond covering the contract, if awarded, and the name, address, and telephone number of the surety's local agent is:

Name of Surety: Travelers Casualty and Surety Company of America

Name of Agent: See Attached Agent's Ph: _____.

Address: _____
(Street) (City) (State) (Zip Code)

Accompanying this proposal as proposal guaranty is a Bid Bond in the amount of at least ten percent (10%) of the total amount of the proposal. (Enter "Proposal Bond", cashier's check", or certified check").

If the Crook County Board accepts this proposal and awards a contract to the undersigned and if the undersigned then fails to promptly and properly execute the contract or bonds or deliver insurance certificates according to the terms and conditions stated in the specifications, the undersigned shall forfeit the proposal guaranty as liquidated damages to Crook County, by and through its County Board.

The undersigned agrees that damages in the event the undersigned fails in one or more of the respects set forth above are difficult to determine and that the amount of the proposed guaranty is a reasonable estimate of such damages and is an appropriate amount to be assessed as liquidated damages. The undersigned agrees to be held jointly and severally liable with the surety of the undersigned for payment of liquidated damages if the proposal guaranty is a proposal bond.

Granite Construction Company
(Bidder's Name)

By Paul Harding ← **SIGN HERE**

Paul Harding VP Regional Operations
(Typed or Printed Name. and Title of Signer)

9.25, 2025
(Date)

FIRST-TIER SUBCONTRACTOR DISCLOSURE

PROJECT NAME: Puckett Road Overlay

BID #: 2025-10

BID CLOSING: Date: 9.25.25 Time: 2:00pm

This form must be submitted at the location specified in the Invitation to Bid on the advertised bid closing date and within two working hours after the advertised bid closing time.

List below the name of each subcontractor that will be furnishing labor or will be furnishing labor and materials and that is required to be disclosed, the category of work that the subcontractor will be performing and the dollar value of the subcontract. Enter "NONE" if there are no subcontractors that need to be disclosed. (ATTACH ADDITIONAL SHEETS IF NEEDED.)

NAME	DOLLAR VALUE	CATEGORY OF WORK
(1) NONE	$	
(2)	$	
(3)	$	
(4)	$	
(5)	$	
(6)	$	
(7)	$	
(8)	$	
(9)	$	

Failure to submit this form by the disclosure deadline will result in a non-responsive bid. A non-responsive bid will not be considered for award.

Form submitted by (bidder name): Granite Construction Company

Contact name: Paul Harding VP Regional Operations Phone no.: ( ) 360-254-0978

ORS 279C.370 First-tier subcontractor disclosure. (1)(a) Within two working hours after the date and time of the deadline when bids are due to a contracting agency for a public improvement contract, a bidder shall submit to the contracting agency a disclosure of the first-tier subcontractors that:

(A) Will be furnishing labor or will be furnishing labor and materials in connection with the public improvement contract; and

(B) Will have a contract value that is equal to or greater than five percent of the total project bid or $15,000, whichever is greater, or $350,000 regardless of the percentage of the total project bid.

(b) For each contract to which this subsection applies, the contracting agency shall designate a deadline for submission of bids that has a date on a Tuesday, Wednesday or Thursday and a time between 2 p.m. and 5 p.m., except that this paragraph does not apply to public contracts for maintenance or construction of highways, bridges or other transportation facilities.

(c) This subsection applies only to public improvement contracts ("projects") with a value, estimated by the contracting agency, of more than **$100,000**.

(d) This subsection does not apply to public improvement contracts that have been exempted from competitive bidding requirements under ORS 279C.335 (2).

(2) The disclosure of first-tier subcontractors under subsection (1) of this section must include the name of each subcontractor, the category of work that each subcontractor will perform and the dollar value of each subcontract. The information shall be disclosed in substantially the following [above] form.

(3) A contracting agency shall accept the subcontractor disclosure. The contracting agency shall consider the bid of any contractor that does not submit a subcontractor disclosure to the contracting agency to be a non-responsive bid and may not award the contract to the contractor. A contracting agency is not required to determine the accuracy or the completeness of the subcontractor disclosure.

(4) After the bids are opened, the subcontractor disclosures must be made available for public inspection.

(5) A contractor may substitute a first-tier subcontractor under the provisions of ORS 279C.585.

(6) A subcontractor may file a complaint under ORS 279C.590 based on the disclosure requirements of subsection (1) of this section.

WH-179 (08-10-10)

GRANITE CONSTRUCTION COMPANY

CERTIFICATE OF SECRETARY

RESOLVED, that, effective January 1, 2025 through December 31, 2025, the individuals named on the attached Exhibit 1 are authorized to negotiate, execute and/or attest electronic and paper documents necessary for the conduct of the Company's affairs with respect to the submission and execution of construction project bids, bid proposals, bid addenda and all other bid-related documents prepared and submitted on behalf of the Company not to exceed $75 million, relating to any and all domestic construction projects arising out of the Company's operations.

RESOLVED FURTHER, that, effective January 1, 2025 through December 31, 2025, the individuals named on the attached Exhibit 2 are authorized to negotiate, execute and/or attest electronic and paper documents necessary for the conduct of the Company's affairs with respect to the submission and execution of construction project bids, bid proposals, bid addenda and all other bid-related documents prepared and submitted on behalf of the Company in excess of $75 million, relating to any and all domestic construction projects arising out of the Company's operations.

RESOLVED FURTHER, that, effective January 1, 2025 through December 31, 2025, the individuals named on the attached Exhibit 1 and Exhibit 2 are authorized to negotiate, execute and/or attest electronic and paper construction contract documents prepared and submitted on behalf of the Company relating to domestic construction projects arising out of the Company's operations.

RESOLVED FURTHER, that the authority provided for herein shall be in accordance with applicable policies, procedures, and limits of authority previously approved and the Granite Construction Incorporated Delegation of Authority and Policy then in effect.

I, M. Craig Hall, Secretary of GRANITE CONSTRUCTION COMPANY, a California corporation (the "Company"), do hereby certify that the following is a true and correct copy of resolutions duly adopted effective January 1, 2025 by a Unanimous Written Consent of the Board of Directors in accordance with the provisions of Article III, Section 9 of the Bylaws of the Company; that the Directors acting were duly and regularly elected; and that the resolutions adopted have not been repealed and are still in full force and effect:

Dated: January 1, 2025

M. Craig Hall

GRANITE CONSTRUCTION COMPANY CORPORATE SEAL Jan. 4, 1922 CALIFORNIA

EXHIBIT 1

AUTHORIZED SIGNERS
Granite Construction Company
Columbia River Region

AUTHORIZED SIGNERS
Paul Harding, VP Regional Operations
Ryan Horton, District VP
Jason Halverson, Area Manager
Jeremy Deemer, Area Manager
Sonny Chavez, Director Operations Finance
Nicholas Gerritsen, Area Manager
Shane Berrett, Operations Manager

AUTHORIZED SIGNERS (Not to exceed $25 million)
Shane Picker, Senior Estimator
Steve Liikala, Senior Estimator

ATTESTORS
Paul Harding, VP Regional Operations
Ryan Horton, District VP
Sonny Chavez, Director Operations Finance
Jeremy Deemer, Area Manager
Nicolas Gerritsen, Area Manager
Jason Halverson, Area Manager
Shane Berrett, Operations Manager
Brynna Bennett, Estimating Assistant
Amy Sorensen, Estimating Assistant
Emily Groce, Estimating Assistant
Caitie Kershaw, Estimator 1Shane Picker - Senior Estimator
Steve Liikala - Senior Estimator

EXHIBIT 2

AUTHORIZED SIGNERS
Granite Construction Company

AUTHORIZED SIGNERS
Kyle T. Larkin, President & CEO
Staci M. Woolsey, Executive Vice President
James A. Radich, Executive Vice President & Chief Operating Officer
Brian R. Dowd, Senior Vice President
Michael G. Tatusko, Senior Vice President
Bradley J. Williams, Senior Vice President
Bradley J. Estes, Senior Vice President

GRANITE

Granite Construction Company
List of Surety Agencies

The Travelers Companies, Inc. – August 1, 2002 to Present
Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
1 Tower Square
Hartford, CT 06183
Contact: Maeve Adams, Underwriting Director – (205) 982-4593
State of Incorporation: Connecticut
Ratings – AM Best: A++ XV; Moody's: Aa2; Standard & Poor's: AA
NAIC #: 31194, 19038, California License No.: 2444-8, 1790-5;
Arizona Certificate No. 000843, 000841

CNA Financial Corporation – December 15, 2014 to Present
The Continental Insurance Company
Continental Casualty Company
151 North Franklin Street, Floor 17
Chicago, IL 60606
Contact: Michael O'Connell, Underwriting Director – (206) 587-7149
State of Incorporation: CIC - Pennsylvania; CCC - Illinois
Ratings – AM Best: A XV; Moody's: A2; Standard & Poor's: A+
NAIC #: 35289, 20443; California License No.:2270-7, 0048-9;
Arizona Certificate No. 0003658, 299460

Chubb Group of Insurance Companies – 1926 to Present
Federal Insurance Company
202B Hall's Mill Road,
Whitehouse Station, NJ 08889
Contact: Tina Hawkins, Underwriting Manager - (908) 903-3409
State of Incorporation: Indiana
Ratings – AM Best: A++ XV; Moody's: Aa2; Standard & Poor's: AA
NAIC #: 20281, California License No.: 0059-6;
Arizona Certificate No. 301755

Agent Name and Address:
Alliant Insurance Services, Inc.
560 Mission Street, 6th Floor
San Francisco, CA 94105
(925) 658-1544
Contact: Bill Phillips –Vice President
License # OE12540 Expiration 08/31/2027

Single Job Capacity: $1,000,000,000. Aggregate Capacity: $10,000,000,000.

STATE OF OREGON

STATUTORY PUBLIC WORKS BOND

Surety bond #: 82279442 CCB # (if applicable): _____

We, GRANITE CONSTRUCTION COMPANY, as principal, and FEDERAL INSURANCE COMPANY, a corporation qualified and authorized to do business in the State of Oregon, as surety, are held and firmly bound unto the State of Oregon for the use and benefit of the Oregon Bureau of Labor and Industries (BOLI) in the sum of thirty thousand dollars ($30,000) lawful money of the United States of America to be paid as provided in ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, for which payment well and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by this agreement.

WHEREAS, the above-named principal wishes to be eligible to work on public works project(s) subject to the provisions of ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, and is, therefore, required to obtain and file a statutory public works bond in the penal sum of $30,000 with good and sufficient surety as required pursuant to the provisions of section 2, chapter 360, Oregon Laws 2005, conditioned as herein set forth.

NOW, THEREFORE, the conditions of the foregoing obligations are that if said principal with regard to all work done by the principal as a contractor or subcontractor on public works project(s), shall pay all claims ordered by BOLI against the principal to workers performing labor upon public works projects for unpaid wages determined to be due, in accordance with ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, and OAR Chapter 839, then this obligation shall be void; otherwise to remain in full force and effect.

This bond is for the exclusive purpose of payment of wage claims ordered by BOLI to workers performing labor upon public works projects in accordance with ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360.

This bond shall be one continuing obligation, and the liability of the surety for the aggregate of any and all claims which may arise hereunder shall in no event exceed the amount of the penalty of this bond.

This bond shall become effective on the date it is executed by both the principal and surety and shall continuously remain in effect until depleted by claims paid under ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, unless the surety sooner cancels the bond. This bond may be cancelled by the surety and the surety be relieved of further liability for work performed on contracts entered after cancellation by giving 30 days' written notice to the principal, the Construction Contractors Board, and BOLI. Cancellation shall not limit the responsibility of the surety for the payment of claims ordered by BOLI relating to work performed during the work period of a contract entered into before cancellation of this bond.

IN WITNESS WHEREOF, the principal and surety execute this agreement. The surety fully authorizes its representatives in the State of Oregon to enter into this obligation.

SIGNED, SEALED AND DATED this 31st day of March, 20 11

Surety by:

FEDERAL INSURANCE COMPANY (Seal)
Company Name

Signature

Cynthia P. Johnson
Title (e.g. Attorney-in-Fact)

SEND BOND TO: Construction Contractors Board
PO Box 14140
Salem, OR 97309-5052
Telephone: (503) 378-4621

Principal by:

GRANITE CONSTRUCTION COMPANY
Name

Signature

Jigisha Desai, Vice President
Title

585 West Beach Street
Address

Watsonville, CA 95076
City *State* *Zip*

Addendum Acknowledged and accepted

ADDENDUM

Please accept this Addendum, issued Thursday, September 18, 2025, as modifying that certain request for proposals issued by Crook County, Oregon, as follows:

Crook County Puckett Road Overlay

CONTRACT NO:	2025-10
SUBMITTAL DEADLINE:	September 25, 2025 @ 2:00 p.m.
OPENING OF BIDS:	September 25, 2025 @ 3:00 p.m.
AWARD DATE:	October 15, 2025 @ 9:00 a.m.

MODIFICATION OF REQUEST FOR PROPOSAL

The original request for proposals contained contradictory statements regarding the requirement that the required insurance list the County as additional insured, included an out-of-date maximum amount under the Oregon Tort Claims Act, and included an incorrect statement regarding automobile liability insurance coverage.

The request for proposals is revised to delete the "Insurance Coverage Required" in its entirety, and replace it with the following:

Insurance Coverage Required - Addendum

CONTRACTOR shall not commence any work until **CONTRACTOR** obtains, at **CONTRACTOR'S** own expense, all required insurance as specified below. Approval of **CROOK COUNTY** is required as to limits, form, and amount. **CONTRACTOR** is required to obtain or maintain the following for the full period of the contract:

__X__ **COMMERCIAL GENERAL LIABILITY** insurance covering personal injury, bodily injury, and property damage with limits as specified below. The insurance shall include:

COVERAGES	**LIMITS**
_____Explosion & Collapse	_____$1 million per occurrence
_____Underground Hazard	__X__Limits of the Oregon Tort Claims Act (ORS 30.260-30.300) presently at $1,758,300 per occurrence
_____Products/Completed Operations	
_____Contractual Liability	__X__Other – Tort limits adjusted per ORS 30.372(4) beginning in 2015
_____Broad Form Property Damage	
_____Owners & Contractors Protective	

FORM: All policies must be of the occurrence form with combined single limit for bodily injury and property damage. Any deviation from this must be reviewed by the Crook County Counsel. All claims-made forms must have the prior approval of the Crook County Counsel. Submit a complete copy of claims-made policies and endorsements with the certificate of insurance.

__X__ **AUTOMOBILE LIABILITY** insurance comprehensive form with limits as specified below. The coverage shall include owned, hired, and non-owned automobiles.

LIMITS

_____$1 million per occurrence

_X_ Other – Tort limits adjusted per ORS 30.372(4) beginning in 2015
_X_ Not less than the limits of the Oregon Tort Claims Act (ORS 30.260-30.300) presently at $1,758,300 per occurrence

_____ **PROFESSIONAL LIABILITY** insurance with limits not less than $_____.

_X_ **ADDITIONAL INSURED CLAUSE:** The liability insurance coverages required for the performance of this contract shall be endorsed to name Crook County, its commissioners, officers, agents, and employees as additional insured with respect to the activities performed under this contract.

_X_ **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY** as statutorily required for persons performing work under this contract. Any subcontractor hired by **CONTRACTOR** shall also carry Worker's Compensation and Employers' Liability coverage.

_____ **EMPLOYERS LIABILITY** insurance with limits of $500,000.

_____ **BUILDER'S RISK** insurance special form. Limits to be the value of the contract or $_____.

_____ **FIDELITY BOND** covering the activities of any person, named or unnamed, responsible for collection and expenditures of funds. Limit $_____ per employee.

In the event of cancellation or change of the information above, **CONTRACTOR** certifies that it will immediately notify the Department of said cancellation or change and will obtain alternate coverage.

Contractor Business Name: Granite Construction Company Date 9.25.25

By: Paul Harding (Signature) Paul Harding (Print Name)

Its: VP Regional Operations

Contact County Counsel with questions re **Insurance and indemnity (541) 416-3919.**

Except as specifically modified by this Addendum, the terms of the request for proposals remains in full force and effect.

Questions regarding this Addendum may be directed to:

Eric Blaine
Crook County Counsel
541-416-3919
Eric.Blaine@crookcountyor.gov

A copy of the above revision is included on the last page of this Addendum, to be signed and included in the bidder's response.

Insurance Coverage Required - Addendum

CONTRACTOR shall not commence any work until **CONTRACTOR** obtains, at **CONTRACTOR'S** own expense, all required insurance as specified below. Approval of **CROOK COUNTY** is required as to limits, form, and amount. **CONTRACTOR** is required to obtain or maintain the following for the full period of the contract:

__X__ **COMMERCIAL GENERAL LIABILITY** insurance covering personal injury, bodily injury, and property damage with limits as specified below. The insurance shall include:

COVERAGES	LIMITS
_____Explosion & Collapse	_____$1 million per occurrence
_____Underground Hazard	__X__Limits of the Oregon Tort Claims Act
_____Products/Completed Operations	(ORS 30.260-30.300) presently at $1,758,300 per
_____Contractual Liability	occurrence
_____Broad Form Property Damage	__X__Other – Tort limits adjusted per ORS
_____Owners & Contractors Protective	30.372(4) beginning in 2015

FORM: All policies must be of the occurrence form with combined single limit for bodily injury and property damage. Any deviation from this must be reviewed by the Crook County Counsel. All claims-made forms must have the prior approval of the Crook County Counsel. Submit a complete copy of claims-made policies and endorsements with the certificate of insurance.

__X__ **AUTOMOBILE LIABILITY** insurance comprehensive form with limits as specified below. The coverage shall include owned, hired, and non-owned automobiles.

LIMITS

_____$1 million per occurrence
__X__Other – Tort limits adjusted per ORS 30.372(4) beginning in 2015
__X__Not less than the limits of the Oregon Tort Claims Act
(ORS 30.260-30.300) presently at $1,758,300 per occurrence

_____ **PROFESSIONAL LIABILITY** insurance with limits not less than $_____.

__X__ **ADDITIONAL INSURED CLAUSE:** The liability insurance coverages required for the performance of this contract shall be endorsed to name Crook County, its commissioners, officers, agents, and employees as additional insured with respect to the activities performed under this contract.

__X__ **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY** as statutorily required for persons performing work under this contract. Any subcontractor hired by **CONTRACTOR** shall also carry Worker's Compensation and Employers' Liability coverage.

_____ **EMPLOYERS LIABILITY** insurance with limits of $500,000.

_____ **BUILDER'S RISK** insurance special form. Limits to be the value of the contract or $_____.

_____ **FIDELITY BOND** covering the activities of any person, named or unnamed, responsible for collection and expenditures of funds. Limit $_____ per employee.

In the event of cancellation or change of the information above, **CONTRACTOR** certifies that it will immediately notify the Department of said cancellation or change and will obtain alternate coverage.

Contractor Business

Name: Granite Construction Company

By: Paul Harding
Signature

Its: VP Regional Operations

Date 9.25.25

Paul Harding
Print Name

Contact County Counsel with questions re **Insurance and indemnity (541) 416-3919.**

Addendum Acknowledged and accepted

ADDENDUM 2

Please accept this second Addendum, issued Monday, September 22, 2025, as modifying that certain request for proposals issued by Crook County, Oregon, as follows:

Crook County Puckett Road Overlay

CONTRACT NO:	2025-10
SUBMITTAL DEADLINE:	September 25, 2025 @ 2:00 p.m.
OPENING OF BIDS:	September 25, 2025 @ 3:00 p.m.
AWARD DATE:	October 15, 2025 @ 9:00 a.m.

MODIFICATION OF REQUEST FOR PROPOSAL

Potentially interested bidders have asked for greater specificity regarding the location of a bridge located on Pucket Road.

The bridge in question is located at: **44.34908 latitude, 121.08197 longitude.**

Attached on the following page is a map showing the general location.

Except as specifically modified by this Addendum, the terms of the request for proposals remains in full force and effect.

Questions regarding this Addendum 2 may be directed to:

Brad Haynes
County Road Superintendant
541-447-4644



Disclaimer: CROOK COUNTY MAKES NO WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER MATTER. THE COUNTY IS NOT RESPONSIBLE FOR POSSIBLE ERRORS, OMISSIONS, MISUSE, OR MISINTERPRETATION. COUNTY DIGITAL INFORMATION IS PREPARED FOR REFERENCE PURPOSES ONLY AND SHOULD NOT BE USED, AND IS NOT INTENDED FOR, SURVEY OR ENGINEERING PURPOSES OR THE AUTHORITATIVE AND/OR PRECISE LOCATION OF BOUNDARIES, FIXED HUMAN WORKS, AND/OR THE SHAPE AND CONTOUR OF THE EARTH. NO REPRESENTATION IS MADE CONCERNING THE LEGAL STATUS OF ANY APPARENT ROUTE OF ACCESS IDENTIFIED IN DIGITAL OR HARDCOPY MAPPING OF GEOSPATIAL INFORMATION OR DATA. DATA FROM THE CROOK COUNTY ASSESSOR'S OFFICE MAY NOT BE CURRENT. DATA IS UPDATED AS SCHEDULES AND RESOURCES PERMIT. PLEASE NOTIFY CROOK COUNTY GIS OF ANY ERRORS (541) 416-3930.

N

0 0.03 0.07 0.13 Miles

Crook County GIS
GEOGRAPHIC INFORMATION SYSTEMS

JAL CONSTRUCTION, INC

SECTION II

BIDDER'S PROPOSAL DOCUMENTS

Bidder's Schedule / Summary of Costs
Proposal Statement
Proposal Bond
Workers Compensation Insurance Certification
Insurance Coverage(s) Required
Identification of Bidder(s) Sureties
First Tier Subcontractor Disclosure

FILL OUT, SIGN, AND SUBMIT SECTION II DOCUMENTS WITH YOUR BID

BID SCHEDULE/SUMMARY OF COSTS

Crook County Puckett Road Overlay Project
Contract No.: 2025-10

JAL CONSTRUCTION, INC
Name of Bidder

PO BOX 6269
Address

BEND OR 97708
City State Zip

541-389-1236 jeffs@jalconstruction.com
Phone # Email Address

CONTRACT NO. 2025-10

PROJECT TITLE: Crook County Puckett Road Overlay Project

3" Overlay of Puckett Road from NW Grimes Road to Ryegrass Road with stops and take offs at the STOP signs, limits to be marked by Crook County Road Department
HMAC LEVEL 2½ inch dense, 64-28 Binder, 20% RAP.
Leveling depth varies up to 3" compacted depth.

***** Quantity listed below is approximate, price shall include Mobilization, Tack, Material, Haul, Placement, Grinding, Traffic Control and Temporary Signs, Temporary Pavement Markings (Stick & Stomps), Intersections and any other materials or services to complete project.**

TONS	**4500**	**$** 117-	**/TON**	**$**	526,500-
COLDPLANE	**450**	**$** 12-	**/YD2**	**$**	5,400-

TOTAL AMOUNT OF BID $ 531,900-

****In case of discrepancy between unit prices and totals, the unit price will prevail.**

Bid Sheet, page 1 of 1

PROPOSAL STATEMENT

Crook County Puckett Road Overlay Project
Contract No.: 2025-10

To the Crook County Board, Crook County, Oregon:

The undersigned, as bidder, declares that:

- This proposal is for the work described on the "Description of Work" sheet bound in this proposal;
- The only persons or parties interested in this proposal as principals are those named in this proposal;
- The bidder has obtained and become acquainted with the applicable standard specifications, supplemental specifications, special provisions, plans, and other required provisions applicable to the particular work for which the proposal is submitted;
- The bidder has personally inspected the location and the site of the work and has become acquainted with all conditions, local and otherwise, affecting it;
- The bidder has obtained and become acquainted with the forms of contract and bonds which are to be signed by the successful bidder (***see Section III***);
- The bidder is satisfied as to the quantities and conditions and understands that in signing this proposal the bidder waives all right to claim any misunderstanding regarding these quantities and conditions;
- The proposal guaranty/bond submitted with this proposal is, by this reference, made a part of this proposal; and
- The bidder has reviewed and/or is familiar with and agrees to abide by the terms and provisions of Crook County Code Chapter 3.12, as amended, relating to the Crook County Purchasing Rules and Procedures.

The bidder also proposes and agrees that:

- If the Crook County Board accepts this proposal, the bidder will execute the contract form furnished by the County, will provide all necessary machinery, tools, apparatus, and other means of construction, and will do all the work and furnish all the materials specified in or called for by the contract in the manner and time prescribed in the contract and according to the requirements of the Engineer or representative from Crook County;
- The bidder will accept as full payment for the work performed and the materials and equipment furnished, the amount earned under the contract as computed in the manner described in the specifications from the quantities of the various classes of work performed and the respective unit prices bid as these prices are given in the "Bid Schedule/Summary of Costs" bound in this proposal; and
- The bidder will comply with the prevailing wage rate provisions as required by ORS 279C.800 through 279C.870 (**see Section III**).

The bidder also certifies to the following:

A. Non-Collusion Certification: By signing this proposal, bidder certifies that:

- The price(s) and amount of this proposal have been arrived at independently and without consultation, communication, or agreement with any other contractor, bidder, or potential bidder except as disclosed on a separately attached statement;
- Neither the price(s) nor the amount of this proposal, and neither the approximate price(s) nor approximate amount of this proposal have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before the opening of proposals;
- No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal;
- This proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal; and
- The bidder, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any government agency and have not in the last four years been convicted of or found liable for any act, prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract except as described on a separately attached statement.

B. Non-Discrimination Certification - By signing this proposal, bidder certifies that:

- He/She/It has not discriminated against minority, women, or small business enterprises in obtaining any subcontracts.

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

Complete the following:

1. Check one: Bidder is a __X__ resident bidder _____nonresident bidder.
2. If a **resident bidder**, enter your Oregon business address and email address:

   123 SE 4th ST BEND OR 97702

   jeffs@jalconstruction.com
3. If a **nonresident bidder**, enter your home state business address and email address:

   _____

   _____

D. Tax Law Compliance – By signing this proposal, bidder warrants and covenants that:

- Contractor is not in violation of any Oregon tax laws and has complied with the tax laws of Oregon. Contractor covenants to continue to comply with the tax laws of Oregon during the entire term of the public contract.

E. **Contractor's Board License Certification** - Bidder is in compliance with requirements for construction contractors and is licensed and bonded with the Construction Contractor's Board as follows:

No. 63079 Expiration Date 1/11/2026

F. **Contractor's Certification of Drug Testing Program ORS 279C.505(2) -** By signing this proposal bidder certifies that:

- The bidder will have a drug testing policy in place at time of contract award;
- The bidder shall maintain the drug testing policy for the duration of the contract; and
- The bidder shall require each subcontractor providing labor to this contract to comply with the drug testing requirements.

G. **Statement Regarding Certifications**

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

H. **Public Works Bond** – By signing this proposal bidder certifies that:

- Compliance with ORS 279C.836 Statutory Public Works Bond for contractor and all subcontractors; and
- Proof of Public Works Bond is attached.

The bidder is advised that by signing this proposal the bidder is deemed to have signed and agreed to the provisions of all the documents, certifications, and statements contained in this proposal.

JAL Construction, Inc. (Bidder's Name)

93-0594322 (Bidder's Federal Tax ID Number)

By Jeffrey A Schutte ← **SIGN HERE**

Jeffrey A Schutte (Printed Name) President (Title of Signer)

9-24- , 2025 (Date)

PROPOSAL BOND

Crook County Puckett Road Overlay Project
Contract No.: 2025-10

KNOW ALL MEN BY THESE PRESENTS, that The Ohio Casualty Insurance Company

a surety company duly organized under the laws of the State of New Hampshire having its principal place of business at 175 Berkeley St., Boston MA 02116 in the State of Massachusetts, and authorized to do business in the State of Oregon, is held and firmly bound unto Crook County, in the full sum of ten percent (10%) of the total amount of the proposal for the work hereinafter described, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators and assigns, and successors and assigns, firmly by these presents.

The condition of this bond is such that, whereas JAL Construction, Inc. is herewith submitting its proposal for the following work:

Puckett Road – From NW Grimes Rd to NW Ryegrass Rd. approximately 2.1 miles

- **Leveling Course - Depth varies up to 3-inch compacted HMAC Level 2, ½ inch dense, 64-28 Binder, 20% RAP. Approximately 4500 Tons**
- **Price per ton shall include Material, Haul, Placement (including labor), Tack Coat, Traffic Control, Temporary Signs, Temporary Pavement Markings, and any other materials or services necessary to complete project.**
- **Leveling with emphasis on surface preparation assuring ODOT Specification 00745.70 tolerance is achieved. Contractor may be required to supply a rolling straightedge or equivalent testing method as approved by Superintendent.**
- **Grind and inlay match points 3" and taper to existing surface on each end of the project to ensure proper elevation and ride is achieved. This may vary in width on each end of project.**
- **Grind and inlay all approved intersection match points to ensure proper elevation and ride is achieved. This may vary in width on each intersection.**
- **Pave out 12" at all appropriate driveway approaches.**
- **Apply temporary traffic delineation (stick and stomps) to centerline, turning lane, and fog line.**
- **Mark all striping as per existing prior to start of project to ensure proper transitions.**
- **Grind 3" of existing AC from bridge and taper 100' on each end of bridge to existing surface where applicable.**

Lone Pine Rd Bridge Impact Panels – Grind and Inlay 3" HMAC Level 2, ½ dense, 64-28 Binder (see map).

- **Grind marked area in white to limits and inlay back 3" HMAC. Approximately 80 tons.**

- **Price per ton shall include Material, Haul, Placement (including labor), Tack Coat, Traffic Control, Temporary Signs, Temporary Pavement Markings, and any other materials or services necessary to complete project.**

- **Apply temporary traffic delineation (stick and stomps) to centerline, turning lane, and fog line.**

All work is to be completed by **June 19, 2026**

NOW THEREFORE, if said proposal submitted by said bidder is accepted by the Crook County Board, and the contract for said work is awarded to said bidder, and if the said bidder enters into and executes the said contract and furnishes bond and insurance as required by the County within the time fixed by the County, then this obligation shall be void; otherwise to remain in full force and effect. These obligations shall not be impaired or affected by any extension of time within which the County may accept the bid or the required submittals, and Surety waives notice of any such extensions.

Signed and sealed this 19th day of September, 2025.

SURETY

The Ohio Casualty Insurance Company
(Surety Company)

(Signature)

Chloe Lyons, Attorney-In-Fact

PRINCIPAL

JAL Construction, Inc.
(Principal (Bidder))

(Signature)

POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8214346-905001**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Andrew Choruby; Ashlee Pingree; Brent Olson; Casey J. Geske; Chloe Lyons; Christopher A. Reburn; Gloria Bruning; J. Patrick Dooney; Jessi Wimer; Joel Dietzman; Justin Cumnock; Leticia Romano; Philip O. Forker; Richard W. Kowalski; Sterling Drew Roddan; Vicki Mather

all of the city of Lake Oswego state of OR each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 10th day of July, 2025.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 10th day of July, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 19th day of September, 2025

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Workers' Compensation Insurance Certification

All subject employers working under this contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. The **CONTRACTOR** for the purposes of this contract hereby certifies that it is currently providing workers' compensation coverage for all its employees and will maintain coverage throughout the course of the project through one of the following methods:

Employers Complying with ORS 656.017

1. ☒ "Carrier-insured employer" (State Accident Insurance Fund Corp. or other authorized insurer).

   Insurance Company Name: SAIF

   ID/Policy No.: 753258

2. ☐ "Self-insured employer" (certified by the Workers' Compensation Division).

   ID number as assigned by the Workers' Compensation Division _____

3. ☐ I am an independent contractor and will perform all work under this contract without the assistance of others.

Employers Exempt under ORS 656.126

1. ☐ Workers' Compensation Coverage, State of Origin: _____

In the event of cancellation or change of the information above, **CONTRACTOR** certifies that it will immediately notify the Department of said cancellation or change and will obtain alternate coverage.

Contractor Business Name: JAL Construction, Inc. Date 9-24-2025

By: Jeffrey A Schutte
Signature

Jeffrey A Schutte
Print Name

Its: PRESIDENT

REMINDER – ADDITIONAL INFORMATION NEEDED

Has your insurance carrier filed a guaranty contract with Oregon Workers' Compensation Division as proof of coverage for your employees working in Oregon?

Insurance Coverage Required

CONTRACTOR shall not commence any work until **CONTRACTOR** obtains, at **CONTRACTOR'S** own expense, all required insurance as specified below. Approval of **CROOK COUNTY** is required as to limits, form, and amount. **CONTRACTOR** is required to obtain or maintain the following for the full period of the contract:

__X__ **COMMERCIAL GENERAL LIABILITY** insurance covering personal injury, bodily injury, and property damage with limits as specified below. The insurance shall include:

COVERAGES	LIMITS
_____Explosion & Collapse	_____$1 million per occurrence
_____Underground Hazard	__X__Limits of the Oregon Tort Claims Act
_____Products/Completed Operations	(ORS 30.260-30.300) presently at $1,660,400 per
_____Contractual Liability	occurrence
_____Broad Form Property Damage	__X__Other – Tort limits adjusted per ORS 30.372(4)
_____Owners & Contractors Protective	beginning in 2015

FORM: All policies must be of the occurrence form with combined single limit for bodily injury and property damage. Any deviation from this must be reviewed by the Crook County Counsel. All claims-made forms must have the prior approval of the Crook County Counsel. Submit a complete copy of claims-made policies and endorsements with the certificate of insurance.

_____**AUTOMOBILE LIABILITY** insurance comprehensive form with limits as specified below. The coverage shall include owned, hired, and non-owned automobiles.

LIMITS
_____$1 million per occurrence
_____Other – Tort limits adjusted per ORS 30.372(4) beginning in 2015
_____Not less than the limits of the Oregon Tort Claims Act
(ORS 30.260-30.300) presently at $1,660,400 per occurrence

_____**PROFESSIONAL LIABILITY** insurance with limits not less than $_____.

_____**ADDITIONAL INSURED CLAUSE:** The liability insurance coverages required for the performance of this contract shall be endorsed to name Crook County, its commissioners, officers, agents, and employees as additional insured with respect to the activities performed under this contract.

__X__ **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY** as statutorily required for persons performing work under this contract. Any subcontractor hired by **CONTRACTOR** shall also carry Worker's Compensation and Employers' Liability coverage.

_____**EMPLOYERS LIABILITY** insurance with limits of $500,000.

_____**BUILDER'S RISK** insurance special form. Limits to be the value of the contract or $_____.

_____**FIDELITY BOND** covering the activities of any person, named or unnamed, responsible for collection and expenditures of funds. Limit $_____ per employee.

In the event of cancellation or change of the information above, **CONTRACTOR** certifies that it will immediately notify the Department of said cancellation or change and will obtain alternate coverage.

Contractor Business Name: JAL Construction, Inc. Date 9-24-2025

By: Jeffrey A Schutte (Signature) Jeffrey A Schutte (Print Name)

Its: PRESIDENT

Contact County Counsel with questions re **Insurance and indemnity (541) 416-3919.**

IDENTIFICATION OF BIDDER(S) SURETIES

Crook County Puckett Road Overlay Project
Contract No.: 2025-10

The party who is submitting this proposal and who, if awarded the contract, will enter into the contract is

CORPORATION
(Enter "an individual", partnership," "a corporation" or "a limited liability company") PLEASE PRINT

doing business under the name JAL CONSTRUCTION, INC
PLEASE PRINT

at 123 SE 4TH ST (Street) BEND (City) OR (State) 97702 (Zip Code) 541-389-1236 (Phone Number)
P.O. Box 6269 BEND OR 97708
which is the address to which all communications concerning this proposal and the contract should be sent.

The name of the surety, who will furnish the performance bond and payment bond covering the contract, if awarded, and the name, address, and telephone number of the surety's local agent is:

Name of Surety: THE OHIO CASUALTY INSURANCE COMPANY

Name of Agent: ANCHOR INSURANCE (RICK KOWALSKI) Agent's Ph: 503-224-2500

Address: PO BOX 2808 (Street) PORTLAND (City) OR (State) 97208 (Zip Code)

Accompanying this proposal as proposal guaranty is a PROPOSAL BOND in the amount of at least ten percent (10%) of the total amount of the proposal. (Enter "Proposal Bond", cashier's check", or certified check").

If the Crook County Board accepts this proposal and awards a contract to the undersigned and if the undersigned then fails to promptly and properly execute the contract or bonds or deliver insurance certificates according to the terms and conditions stated in the specifications, the undersigned shall forfeit the proposal guaranty as liquidated damages to Crook County, by and through its County Board.

The undersigned agrees that damages in the event the undersigned fails in one or more of the respects set forth above are difficult to determine and that the amount of the proposed guaranty is a reasonable estimate of such damages and is an appropriate amount to be assessed as liquidated damages. The undersigned agrees to be held jointly and severally liable with the surety of the undersigned for payment of liquidated damages if the proposal guaranty is a proposal bond.

JAL Construction, Inc.
(Bidder's Name)

By Jeffrey A Schutte ← SIGN HERE

Jeffrey A Schutte President
(Typed or Printed Name. and Title of Signer)

9-24, 2025
(Date)

FIRST-TIER SUBCONTRACTOR DISCLOSURE

PROJECT NAME: Puckett Road Overlay Project

BID #: 2025-10

BID CLOSING: Date: 9/25/2025 Time: 2:00

This form must be submitted at the location specified in the Invitation to Bid on the advertised bid closing date and within two working hours after the advertised bid closing time.

List below the name of each subcontractor that will be furnishing labor or will be furnishing labor and materials and that is required to be disclosed, the category of work that the subcontractor will be performing and the dollar value of the subcontract. Enter "NONE" if there are no subcontractors that need to be disclosed. (ATTACH ADDITIONAL SHEETS IF NEEDED.)

NAME	DOLLAR VALUE	CATEGORY OF WORK
(1) NONE	$	
(2)	$	
(3)	$	
(4)	$	
(5)	$	
(6)	$	
(7)	$	
(8)	$	
(9)	$	

Failure to submit this form by the disclosure deadline will result in a non-responsive bid. A non-responsive bid will not be considered for award.

Form submitted by (bidder name): JAL Construction, Inc

Contact name: Jeff Schutte Phone no.: (541-389-1236

ORS 279C.370 First-tier subcontractor disclosure. (1)(a) Within two working hours after the date and time of the deadline when bids are due to a contracting agency for a public improvement contract, a bidder shall submit to the contracting agency a disclosure of the first-tier subcontractors that:

(A) Will be furnishing labor or will be furnishing labor and materials in connection with the public improvement contract; and

(B) Will have a contract value that is equal to or greater than five percent of the total project bid or $15,000, whichever is greater, or $350,000 regardless of the percentage of the total project bid.

(b) For each contract to which this subsection applies, the contracting agency shall designate a deadline for submission of bids that has a date on a Tuesday, Wednesday or Thursday and a time between 2 p.m. and 5 p.m., except that this paragraph does not apply to public contracts for maintenance or construction of highways, bridges or other transportation facilities.

(c) This subsection applies only to public improvement contracts (**"projects"**) with a value, estimated by the contracting agency, of more than **$100,000**.

(d) This subsection does not apply to public improvement contracts that have been exempted from competitive bidding requirements under ORS 279C.335 (2).

(2) The disclosure of first-tier subcontractors under subsection (1) of this section must include the name of each subcontractor, the category of work that each subcontractor will perform and the dollar value of each subcontract. The information shall be disclosed in substantially the following [above] form:

(3) A contracting agency shall accept the subcontractor disclosure. The contracting agency shall consider the bid of any contractor that does not submit a subcontractor disclosure to the contracting agency to be a non-responsive bid and may not award the contract to the contractor. A contracting agency is not required to determine the accuracy or the completeness of the subcontractor disclosure.

(4) After the bids are opened, the subcontractor disclosures must be made available for public inspection.

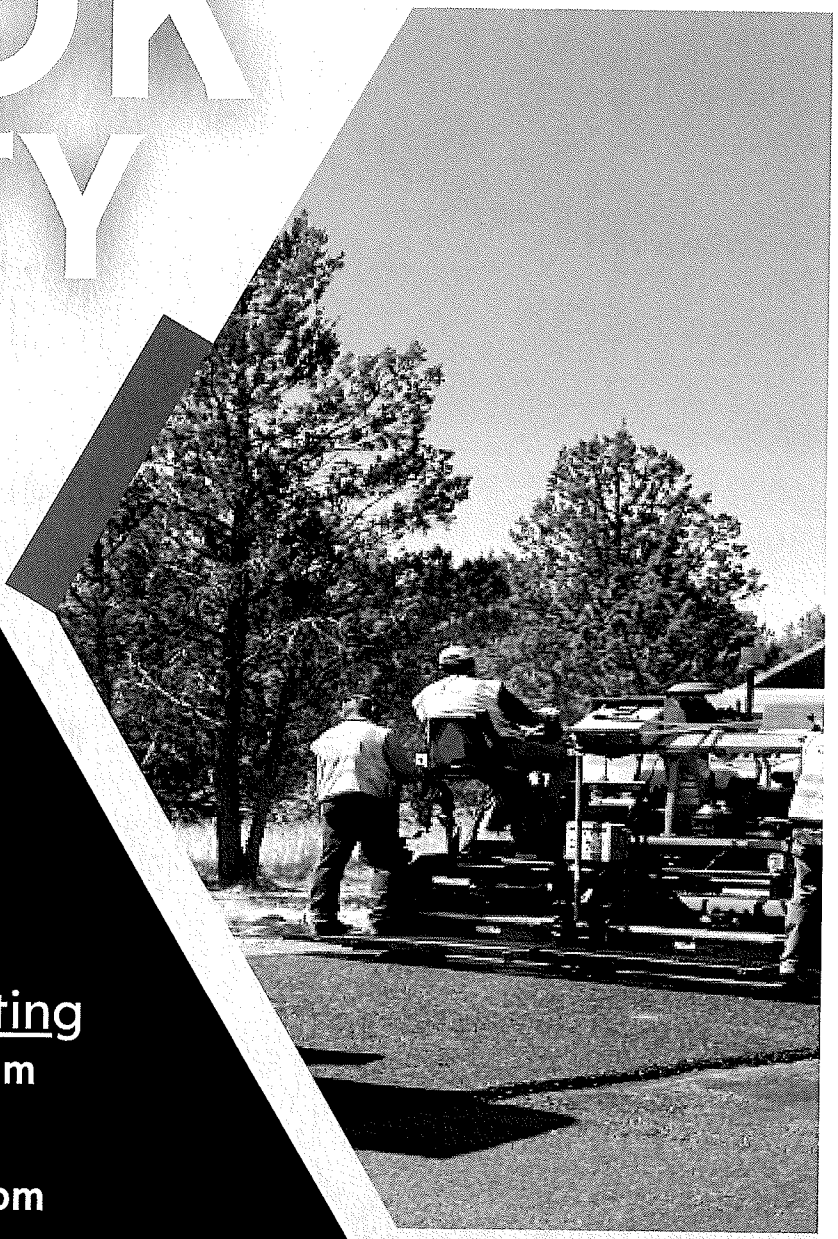
(5) A contractor may substitute a first-tier subcontractor under the provisions of ORS 279C.585.

(6) A subcontractor may file a complaint under ORS 279C.590 based on the disclosure requirements of subsection (1) of this section.

WH-179 (08-10-10)

CROOK COUNTY

INVITATION TO BID



PUCKETT ROAD OVERLAY

Mandatory Pre-Bid Meeting
September 3, 2025 @ 10:00am

Submission Deadline
September 25, 2025 @ 2:00pm

Bid Opening
September 25, 2025 @ 3:00pm

Award Date
October 15, 2025 @ 9:00am

CROOK COUNTY ROAD DEPARTMENT

1306 N. Main Street
Prineville, OR 97754

CROOK COUNTY — Serving You — EST. 1882

Project Manager: Brad Haynes, Road Superintendent
(541) 447-4644 | Brad.Haynes@CrookCountyOR.gov

CROOK COUNTY, OREGON

INVITATION TO SUBMIT BIDS

Puckett Road Overlay

NOTICE IS HEREBY GIVEN that Crook County, through its Board of Commissioners, will open sealed bids for the Crook County Puckett Road Overlay project. **Sealed bids will be received until Thursday, September 25, 2025, at 2:00 p.m.**, according to the official clock located in the Crook County Administration Office. Each bid must be enclosed in a sealed envelope and either mailed to Crook County Administration Office, 300 N.E. Third Street, Prineville, Oregon 97754, or hand delivered to the Crook County Administration Office at the historic courthouse, located on the third floor, at 300 NE Third Street, Prineville, OR 97754 on or before the deadline. **The bid opening will take place at 3:00 p.m. on Thursday, September 25, 2025**, at the Crook County Road Department, 1306 N. Main Street, Prineville, Oregon 97754. Final award will be announced during a Board of Commissioners Meeting at **9:00 a.m. on Wednesday, October 15th, 2025**. A **Mandatory Pre-Bid Meeting** will be held **Wednesday, September 3, 2025, at 10 a.m.** at 1306 N. Main Street, Prineville, OR 97754.

Complete bidding documents may be obtained from Crook County Road Department at 1306 N. Main Street, Prineville, Oregon 97754. Phone: (541) 447-4644 or email requests to: brad.haynes@crookcountyor.gov.

Each bid must be submitted in accordance with the County's bid packet and accompanied by a cashier's check, certified check, irrevocable letter of credit or bid bond, payable to Crook County, in an amount not less than **ten percent (10%)** of the amount bid. Each bid shall be submitted on the bid submittal form included in the bidding documents.

Brad Haynes, Crook County Road Superintendent, 1306 N. Main Street, Prineville, Oregon 97754; telephone: (541) 447-4644 is designated as the person to whom all inquiries regarding the project, this Invitation, and/or the Bidder's Proposal must be directed.

Crook County reserves the right to accept the bid and award the contract to the lowest responsible bidder which is in the best interests of the County, to postpone the acceptance of bids received and the award of the contract for a period not to exceed thirty (30) days, or to reject any and all bids received and further advertise for bids.

No bids shall be received or considered by the County unless the bidder is registered with the Construction Contractor's Board and/or licensed by the State Landscape Contractor's Board as required by ORS 671.530. **The bidder must identify whether it is a resident bidder under ORS 279C.365(h)**.

This **is** a public work contract subject to ORS 279C.800 to 279C.870 or, if applicable, the federal prevailing rate of wage required under the Davis-Bacon Act (40 USC 276(a)).

SECTION I

PROPOSAL INFORMATION AND REQUIREMENTS

Proposal Information / Requirements
Description of Work / Specifications

Proposal Information and Requirements

Crook County Puckett Road Overlay Project
Contract No: 2025-10

TIME AND PLACE OF RECEIVING PROPOSALS

Sealed proposals for this project must be received by Crook County Administration Office by the deadline. Each bid shall be enclosed in a sealed envelope and mailed to Crook County Courthouse, Administration Office, 300 NE 3rd Street, Prineville, OR 97754, or hand-delivered to staff on the third floor of the historic courthouse, located at 300 NE Court Street, Prineville, Oregon 97754. **The bid must be received not later than 2:00 p.m., as determined by the bid clock located in the Administration office on or before the day of September 25, 2025.** No bid received after that time will be opened or considered. *No electronic (via fax or email) submissions will be accepted.* Postmarks will not be used to determine date of receipt.

First Tier Subcontractor Disclosure will be required by **2:00 p.m., on September 25, 2025**.

The sealed proposals for the work described will be publicly opened and read at **3:00 p.m. on September 25, 2025**, at the Crook County Road Department, 1306 N. Main Street, Prineville, OR 97754. Apparent low bidder to be announced at that time.

The intended award will be announced during the County Board Meeting scheduled for **October 15, 2025 at 9:00 a.m.**, at 320 NE Court St., Prineville, OR 97754, with the final execution of the contract to follow within seven (7) days thereafter.

A Mandatory Pre-Bid Meeting will be held on **September 3, 2025 at 10:00 a.m.** at 1306 N. Main St., Prineville, OR 97754.

All envelopes must be sealed and plainly marked on the outside, showing the name of the bidder, name of the project, contract number, and the word "BID."

Each bid must be submitted on the required form and be accompanied by a cashier's check, certified check, irrevocable letter of credit per ORS 75.1020, or surety bond payable to "Crook County", Oregon in an amount of not less than ten percent (10%) of the amount of the bid.

COMPLETION TIME LIMIT

All work under the contract shall be completed by the fixed date of **JUNE 19, 2026.**

CLASS OF PROJECT

This is a Crook County funded project. No Federal-Aid funds are involved.

ENGLISH UNIT PROJECT

Use appropriate English units only, for measurements, submittals, shop drawings, calculations, materials certifications, delivery tickets, and all other documents submitted for work performed under this project.

WORKING HOUR RESTRICTIONS

Any and all construction operations will be conducted between the hours of 7:30 a.m. to 5:00 p.m. Monday – Friday. No work will be performed Saturdays, Sundays, or Legal Holidays.

PLAN HOLDERS

Information pertaining to plan holder's list and bid results may be requested by contacting the Crook County Road Department at Ph: (541) 447-4644; Cell: (541) 480-1365; or by email: brad.haynes@crookcountyor.gov.

PROJECT MANAGER – PROJECT INSPECTOR

Brad Haynes, Road Superintendent, Crook County Road Department, 1306 N. Main St.; Prineville, Oregon 97754; Ph: (541) 447-4644.

CONTRACTOR LICENSE / CONTRACTOR COMPLIANCE

Bidder, contractor, and/or subcontractor are required to be licensed with the Construction Contractor's Board or the bid will not be received or considered. The project does not require a contractor or subcontractor to be licensed under ORS 468A.720 for asbestos abatement. This project does not require a contractor to be licensed with the State Landscape Contractor's Board pursuant to ORS 279C.365(k).

MANDATORY PRE- BID MEETING: September 3, 2025 at 10:00 a.m. at 1306 N. Main St. Prineville, OR 97754.

All areas of work and/or excavation, if applicable, shall be identified at the Pre-Bid Meeting.

Limited Effect: Statements and other information from County employees and/or representatives at a pre-bid meeting do not affect any change in the invitation to bid or the bidder's proposal document(s), or the contracts that may arise from them. Changes in the invitation to bid or the bidder's proposal document(s) may be affected only by a written addendum issued by the County. The County may notify bidders or proposers of addenda by any method deemed appropriate to provide actual notice, including but not limited to: mail, telephone, email, or facsimile. Bidders/proposers may rely only upon the invitation to bid or the bidder's proposal document(s), with any changes made by addendum, to establish all the procurement requirements and all contract provisions other than those established by the bid or proposal.

This is a prevailing wage project. The bidder will comply with the prevailing wage rate provisions as required by ORS 279C.800 through 279C.870. No bid will be considered unless the bid contains a statement by the bidder that ORS 279C.840 and 40 USC 276(a) relating to prevailing wage rate will be complied with.

All bidders must be "Equal Opportunity Employers" and comply with the appropriate provisions of state and federal law. All bidders shall be required to comply with ORS 656.017 regarding workers' compensation unless they meet the requirements for an exemption under ORS 656.126.

Pursuant to ORS 279C.505(2), Crook County's performance under a subsequent contract is conditioned upon the contractor's compliance and warranty that a Drug Testing Program shall be maintained for its employees.

Crook County reserves the right to accept the bid and award the contract to the lowest responsible bidder which is in the best interest of the County, to postpone the acceptance of bids received and the award of the contract for a period not to exceed thirty (30) days, or to reject all bids received and further advertise for bids.

Crook County may reject any bid not in compliance with all prescribed public bidding procedures and requirements and may, for good cause, reject all bids upon a finding of the County that it is in the public interest to do so.

Crook County may, at its sole discretion, reject an individual bid or proposal from any contractor:

a. When, in the judgment of the County Board, a previous good or service provided by the contractor performed to or for the County, or another public entity, was of poor workmanship or inferior quality; or

b. When, in judgment of the County Board, the contractor failed to honor a warranty; or
c. When a dispute regarding the terms and conditions of a previous contract with the County led to a monetary judgment being entered against the contractor; or
d. When, in the judgment of the County Board, the County has previously been required to expend funds to remedy defects of the contractor's workmanship or failure to deliver all components of an agreed upon good or service.

The County shall not reject on the basis of one of the above criteria if an intervening change in ownership within a business shall have resulted in substantial change in the control of said business so that the underlying concern related to performance has been mitigated.

The County may reject a bid when the contractor or an employee of the contractor who will have a material role in delivering the good or service sought was previously engaged as an employee of the County and when such employment relationship ended in a manner which created ill will between the County and the employee.

The County may reject any bid when in the judgment of the County Board acceptance of such bid shall pose a security risk to the County or the public served by the County. The County reserves the right to waive minor informalities in the bid proposal documents in its sole discretion.

Description of Work (see also Section IV)

Crook County Puckett Road Overlay Project
Contract No.: 2025-10

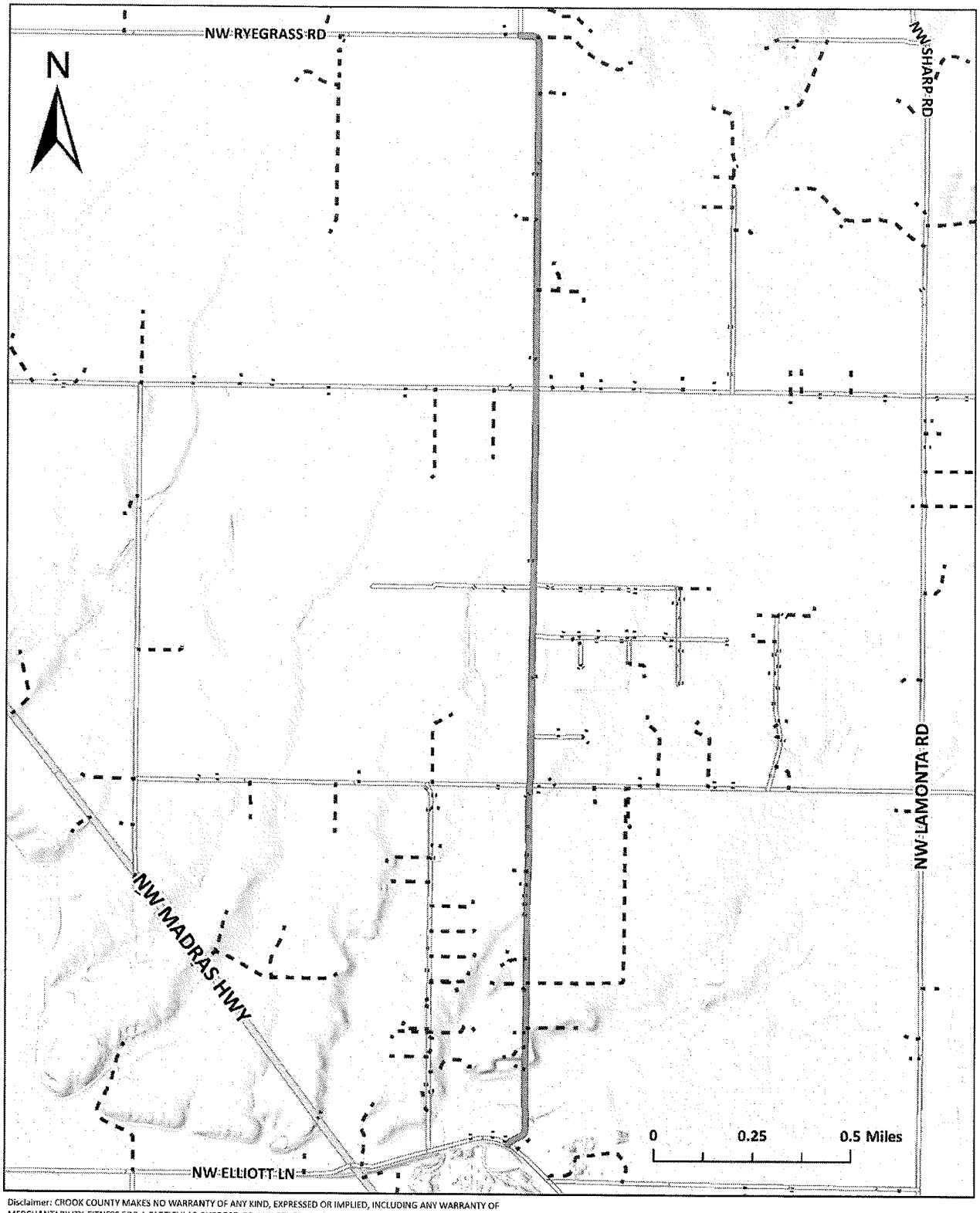
WORK TO BE PERFORMED

Puckett Road – From NW Grimes Rd to NW Ryegrass Rd. approximately 2.1 miles (see map on next page)

- **Leveling Course - Depth varies up to 3 inch compacted HMAC Level 2, ½ inch dense, 64-28 Binder, 20% RAP. Approximately 4500 Tons.**
- **Price per ton shall include Material, Haul, Placement (including labor), Tack Coat, Traffic Control, Temporary Signs, Temporary Pavement Markings, and any other materials or services necessary to complete project.**
- **Leveling with emphasis on surface preparation assuring ODOT Specification 00745.70 tolerance is achieved. Contractor may be required to supply a rolling straightedge or equivalent testing method as approved by Superintendent.**
- **Grind and inlay match points 3" and taper to existing surface on each end of the project to ensure proper elevation and ride is achieved. This may vary in width on each end of project.**
- **Grind and inlay all approved intersection match points to ensure proper elevation and ride is achieved. This may vary in width on each intersection.**
- **Pave out 12" at all appropriate driveway approaches.**
- **Apply temporary traffic delineation (stick and stomps) to centerline, turning lane, and fog line.**
- **Mark all striping as per existing prior to start of project to ensure proper transitions.**
- **Grind 3" of existing AC from bridge and taper 100' on each end of bridge to existing surface where applicable.**

Lone Pine Rd Bridge Impact Panels – Grind and Inlay 3" HMAC Level 2, ½ dense, 64-28 Binder (see map).

- **Grind marked area in white to limits and inlay back 3" HMAC. Approximately 80 tons.**
- **Price per ton shall include Material, Haul, Placement (including labor), Tack Coat, Traffic Control, Temporary Signs, Temporary Pavement Markings, and any other materials or services necessary to complete project.**
- **Apply temporary traffic delineation (stick and stomps) to centerline, turning lane, and fog line.**



Disclaimer: CROOK COUNTY MAKES NO WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER MATTER. THE COUNTY IS NOT RESPONSIBLE FOR POSSIBLE ERRORS, OMISSIONS, MISUSE, OR MISINTERPRETATION. COUNTY DIGITAL INFORMATION IS PREPARED FOR REFERENCE PURPOSES ONLY AND SHOULD NOT BE USED, AND IS NOT INTENDED FOR, SURVEY OR ENGINEERING PURPOSES OR THE AUTHORITATIVE AND/OR PRECISE LOCATION OF BOUNDARIES, FIXED HUMAN WORKS, AND/OR THE SHAPE AND CONTOUR OF THE EARTH. NO REPRESENTATION IS MADE CONCERNING THE LEGAL STATUS OF ANY APPARENT ROUTE OF ACCESS IDENTIFIED IN DIGITAL OR HARDCOPY MAPPING OF GEOSPATIAL INFORMATION OR DATA. DATA FROM THE CROOK COUNTY ASSESSOR'S OFFICE MAY NOT BE CURRENT. DATA IS UPDATED AS SCHEDULES AND RESOURCES PERMIT. PLEASE NOTIFY CROOK COUNTY GIS OF ANY ERRORS (541) 416-3930.

Driveways

Puckett Road

Crook County GIS
GEOGRAPHIC INFORMATION SYSTEMS

SECTION II

BIDDER'S PROPOSAL DOCUMENTS

Bidder's Schedule / Summary of Costs
Proposal Statement
Proposal Bond
Workers Compensation Insurance Certification
Insurance Coverage(s) Required
Identification of Bidder(s) Sureties
First Tier Subcontractor Disclosure

FILL OUT, SIGN, AND SUBMIT SECTION II DOCUMENTS WITH YOUR BID

BID SCHEDULE/SUMMARY OF COSTS

Crook County Puckett Road Overlay Project
Contract No.: 2025-10

Knife River Corporation - Northwest
Name of Bidder

64500 O.B. Riley Rd.
Address

Bend OR 97703
City State Zip

541-693-5900
Phone #

Jay.Campuzano.kniferiver.com
Email Address

CONTRACT NO. 2025-10

PROJECT TITLE: Crook County Puckett Road Overlay Project

3" Overlay of Puckett Road from NW Grimes Road to Ryegrass Road with stops and take offs at the STOP signs, limits to be marked by Crook County Road Department
HMAC LEVEL 2½ inch dense, 64-28 Binder, 20% RAP.
Leveling depth varies up to 3" compacted depth.

***** Quantity listed below is approximate, price shall include Mobilization, Tack, Material, Haul, Placement, Grinding, Traffic Control and Temporary Signs, Temporary Pavement Markings (Stick & Stomps), Intersections and any other materials or services to complete project.**

TONS	4500	$	114	/TON	$ 513,000.00
COLDPLANE	450	$	68.85	/YD2	$ 30,982.50

TOTAL AMOUNT OF BID $ 543,982.50

****In case of discrepancy between unit prices and totals, the unit price will prevail.**

Bid Sheet, page 1 of 1

PROPOSAL STATEMENT

Crook County Puckett Road Overlay Project
Contract No.: 2025-10

To the Crook County Board, Crook County, Oregon:

The undersigned, as bidder, declares that:

- This proposal is for the work described on the "Description of Work" sheet bound in this proposal;
- The only persons or parties interested in this proposal as principals are those named in this proposal;
- The bidder has obtained and become acquainted with the applicable standard specifications, supplemental specifications, special provisions, plans, and other required provisions applicable to the particular work for which the proposal is submitted;
- The bidder has personally inspected the location and the site of the work and has become acquainted with all conditions, local and otherwise, affecting it;
- The bidder has obtained and become acquainted with the forms of contract and bonds which are to be signed by the successful bidder (***see Section III)***;
- The bidder is satisfied as to the quantities and conditions and understands that in signing this proposal the bidder waives all right to claim any misunderstanding regarding these quantities and conditions;
- The proposal guaranty/bond submitted with this proposal is, by this reference, made a part of this proposal; and
- The bidder has reviewed and/or is familiar with and agrees to abide by the terms and provisions of Crook County Code Chapter 3.12, as amended, relating to the Crook County Purchasing Rules and Procedures.

The bidder also proposes and agrees that:

- If the Crook County Board accepts this proposal, the bidder will execute the contract form furnished by the County, will provide all necessary machinery, tools, apparatus, and other means of construction, and will do all the work and furnish all the materials specified in or called for by the contract in the manner and time prescribed in the contract and according to the requirements of the Engineer or representative from Crook County;
- The bidder will accept as full payment for the work performed and the materials and equipment furnished, the amount earned under the contract as computed in the manner described in the specifications from the quantities of the various classes of work performed and the respective unit prices bid as these prices are given in the "Bid Schedule/Summary of Costs" bound in this proposal; and
- The bidder will comply with the prevailing wage rate provisions as required by ORS 279C.800 through 279C.870 (***see Section III***).

The bidder also certifies to the following:

A. Non-Collusion Certification: By signing this proposal, bidder certifies that:

- The price(s) and amount of this proposal have been arrived at independently and without consultation, communication, or agreement with any other contractor, bidder, or potential bidder except as disclosed on a separately attached statement;
- Neither the price(s) nor the amount of this proposal, and neither the approximate price(s) nor approximate amount of this proposal have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before the opening of proposals;
- No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal;
- This proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal; and
- The bidder, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any government agency and have not in the last four years been convicted of or found liable for any act, prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract except as described on a separately attached statement.

B. Non-Discrimination Certification - By signing this proposal, bidder certifies that:

- He/She/It has not discriminated against minority, women, or small business enterprises in obtaining any subcontracts.

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

Complete the following:

1. Check one: Bidder is a X resident bidder _____nonresident bidder.
2. If a **resident bidder**, enter your Oregon business address and email address:
   64500 O.B. Riley Rd., Bend, OR 97703
   Jay.Campuzano@kniferiver.com
3. If a **nonresident bidder**, enter your home state business address and email address:
   _____
   _____

D. Tax Law Compliance – By signing this proposal, bidder warrants and covenants that:

- Contractor is not in violation of any Oregon tax laws and has complied with the tax laws of Oregon. Contractor covenants to continue to comply with the tax laws of Oregon during the entire term of the public contract.

E. **Contractor's Board License Certification** - Bidder is in compliance with requirements for construction contractors and is licensed and bonded with the Construction Contractor's Board as follows:

No. 2101 Expiration Date 8/10/26

F. **Contractor's Certification of Drug Testing Program ORS 279C.505(2)** - By signing this proposal bidder certifies that:

- The bidder will have a drug testing policy in place at time of contract award;
- The bidder shall maintain the drug testing policy for the duration of the contract; and
- The bidder shall require each subcontractor providing labor to this contract to comply with the drug testing requirements.

G. **Statement Regarding Certifications**

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

H. **Public Works Bond** – By signing this proposal bidder certifies that:

- Compliance with ORS 279C.836 Statutory Public Works Bond for contractor and all subcontractors; and
- Proof of Public Works Bond is attached.

The bidder is advised that by signing this proposal the bidder is deemed to have signed and agreed to the provisions of all the documents, certifications, and statements contained in this proposal.

Knife River Corporation - Northwest
(Bidder's Name)

93-0504596
(Bidder's Federal Tax ID Number)

By x Molly Hesseltine
Molly Hesseltine
Assistant Secretary
(Printed Name) (Title of Signer)

←SIGN HERE

SEPTEMBER 25, 2025
(Date)

STATE OF OREGON

STATUTORY PUBLIC WORKS BOND

Surety bond #: ~~190-015-153~~ CCB # (if applicable): 02101

We, Morse Bros., Inc, as principal, and Liberty Mutual Insurance Company, a corporation qualified and authorized to do business in the State of Oregon, as surety, are held and firmly bound unto the State of Oregon for the use and benefit of the Oregon Bureau of Labor and Industries (BOLI) in the sum of thirty thousand dollars ($30,000) lawful money of the United States of America to be paid as provided in ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, for which payment well and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by this agreement.

WHEREAS, the above-named principal wishes to be eligible to work on public works project(s) subject to the provisions of ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, and is, therefore, required to obtain and file a statutory public works bond in the penal sum of $30,000 with good and sufficient surety as required pursuant to the provisions of section 2, chapter 360, Oregon Laws 2005, conditioned as herein set forth.

NOW, THEREFORE, the conditions of the foregoing obligations are that if said principal with regard to all work done by the principal as a contractor or subcontractor on public works project(s), shall pay all claims ordered by BOLI against the principal to workers performing labor upon public works projects for unpaid wages determined to be due, in accordance with ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, and OAR Chapter 839, then this obligation shall be void; otherwise to remain in full force and effect.

This bond is for the exclusive purpose of payment of wage claims ordered by BOLI to workers performing labor upon public works projects in accordance with ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360.

This bond shall be one continuing obligation, and the liability of the surety for the aggregate of any and all claims which may arise hereunder shall in no event exceed the amount of the penalty of this bond.

This bond shall become effective on the date it is executed by both the principal and surety and shall continuously remain in effect until depleted by claims paid under ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, unless the surety sooner cancels the bond. This bond may be cancelled by the surety and the surety be relieved of further liability for work performed on contracts entered after cancellation by giving 30 days' written notice to the principal, the Construction Contractors Board, and BOLI. Cancellation shall not limit the responsibility of the surety for the payment of claims ordered by BOLI relating to work performed during the work period of a contract entered into before cancellation of this bond.

IN WITNESS WHEREOF, the principal and surety execute this agreement. The surety fully authorizes its representatives in the State of Oregon to enter into this obligation.

SIGNED, SEALED AND DATED this 25TH day of January, 20 06

Surety by:

Liberty Mutual Insurance Company (Seal)
Company Name

Signature Heidi L. Smith Attorney-In-Fact

Attorney-in-Fact
Title (e.g. Attorney-in-Fact)

SEND BOND TO: Construction Contractors Board
PO Box 14140
Salem, OR 97309-5052
Telephone: (503) 378-4621

Principal by:

Morse Bros., Inc.
Name

X *Signature*

STEPHEN FREY
ASSISTANT SECRETARY
Title

32260 Old Hwy 34
Address

Tangent OR 97389
City *State* *Zip*

1726279

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.
This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint

HEIDI L. SMITH, JEFFREY N. KING, EDDA J. ZERKEL KING, PATRICIA A. LAPLANT, ALL OF THE CITY OF LEBANON, STATE OF NEW OREGON

each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **FIFTY MILLION AND 00/100********** DOLLARS ($ **50,000,000.00*****) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 27th day of April, 2005.

LIBERTY MUTUAL INSURANCE COMPANY

By _____
Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 27th day of April, 2005, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires Mar. 28, 2009
Member, Pennsylvania Association of Notaries

By _____
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 25TH day of JANUARY, 2006.

By _____
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

COPY

Liberty Mutual.

Interchange Corporate Center
450 Plymouth Road, Suite 400
Plymouth Meeting, PA. 19462-1644
Ph. (610) 832-8240

CHANGE RIDER

To be attached to and form a part of surety bond number 190-015-153, dated the 25th day of January, 2006, issued by Liberty Mutual Insurance Company, a Massachusetts stock insurance company, as surety (the "Surety"), on behalf of

Morse Bros., Inc. , as principal (the "Principal"),

in favor of

State of Oregon Construction Contractors Board , as obligee (the "Obligee").

The Principal and the Surety hereby consent to changing the attached bond as follows:

Name change:
From Morse Bros., Inc.
To: Knife River Corporation - Northwest

This change is effective the 1st day of January, 2010. The attached bond shall be subject to all of its terms, conditions and limitations except as herein modified.

IN WITNESS WHEREOF, said Principal and Surety have caused these presents to be duly signed and sealed this 6th day of January, 2010.

WITNESS / ATTEST

Knife River Corporation - Northwest
(Principal)

By: X _____ (Seal)
Name: STEPHEN FREY
Title: ASSISTANT SECRETARY

LIBERTY MUTUAL INSURANCE COMPANY
(Surety)

By: _____ (Seal)
Jeffrey N. King Attorney-in-Fact

ACCEPTED:

State of Oregon Construction Contractors Board
(Obligee)

By: _____ (Seal)
Name:
Title:
Date: _____

232653

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint

HEIDI L. SMITH, JEFFREY N. KING, EDDA J. ZERKEL KING, ALL OF THE CITY OF LEBANON, STATE OF OREGON.....

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **FIFTY MILLION AND 00/100**********DOLLARS ($ **50,000,000.00*****) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 22nd day of April, 2008.

LIBERTY MUTUAL INSURANCE COMPANY

By _____
Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 22nd day of April, 2008, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

TERESA PASTELLA NOTARY PUBLIC COMMONWEALTH OF PENNSYLVANIA

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires Mar. 28, 2009
Member, Pennsylvania Association of Notaries

By _____
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 6TH day of JANUARY, 2010.

By _____
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call

PROPOSAL BOND

Crook County Puckett Road Overlay Project
Contract No.: 2025-10

KNOW ALL MEN BY THESE PRESENTS, that Liberty Mutual Insurance Company

a surety company duly organized under the laws of the State of MA having its principal place of business at 175 Berkeley Street, Boston in the State of MA, and authorized to do business in the State of Oregon, is held and firmly bound unto Crook County, in the full sum of ten percent (10%) of the total amount of the proposal for the work hereinafter described, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators and assigns, and successors and assigns, firmly by these presents.

The condition of this bond is such that, whereas Knife River Corporation - Northwest is herewith submitting its proposal for the following work:

Puckett Road – From NW Grimes Rd to NW Ryegrass Rd. approximately 2.1 miles

- **Leveling Course - Depth varies up to 3-inch compacted HMAC Level 2, ½ inch dense, 64-28 Binder, 20% RAP. Approximately 4500 Tons**
- **Price per ton shall include Material, Haul, Placement (including labor), Tack Coat, Traffic Control, Temporary Signs, Temporary Pavement Markings, and any other materials or services necessary to complete project.**
- **Leveling with emphasis on surface preparation assuring ODOT Specification 00745.70 tolerance is achieved. Contractor may be required to supply a rolling straightedge or equivalent testing method as approved by Superintendent.**
- **Grind and inlay match points 3" and taper to existing surface on each end of the project to ensure proper elevation and ride is achieved. This may vary in width on each end of project.**
- **Grind and inlay all approved intersection match points to ensure proper elevation and ride is achieved. This may vary in width on each intersection.**
- **Pave out 12" at all appropriate driveway approaches.**
- **Apply temporary traffic delineation (stick and stomps) to centerline, turning lane, and fog line.**
- **Mark all striping as per existing prior to start of project to ensure proper transitions.**
- **Grind 3" of existing AC from bridge and taper 100' on each end of bridge to existing surface where applicable.**

Lone Pine Rd Bridge Impact Panels – Grind and Inlay 3" HMAC Level 2, ½ dense, 64-28 Binder (see map).

- **Grind marked area in white to limits and inlay back 3" HMAC. Approximately 80 tons.**

- **Price per ton shall include Material, Haul, Placement (including labor), Tack Coat, Traffic Control, Temporary Signs, Temporary Pavement Markings, and any other materials or services necessary to complete project.**
- **Apply temporary traffic delineation (stick and stomps) to centerline, turning lane, and fog line.**

All work is to be completed by **June 19, 2026**

NOW THEREFORE, if said proposal submitted by said bidder is accepted by the Crook County Board, and the contract for said work is awarded to said bidder, and if the said bidder enters into and executes the said contract and furnishes bond and insurance as required by the County within the time fixed by the County, then this obligation shall be void; otherwise to remain in full force and effect. These obligations shall not be impaired or affected by any extension of time within which the County may accept the bid or the required submittals, and Surety waives notice of any such extensions.

Signed and sealed this 26th day of August, 2025.

SURETY

Liberty Mutual Insurance Company
(Surety Company)

(Signature) Haley Pflug, Attorney-in-Fact

PRINCIPAL

Knife River Corporation - Northwest
(Principal (Bidder))

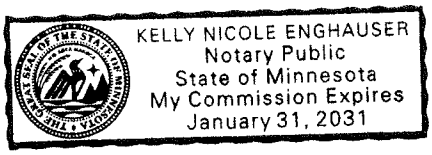
(Signature) Molly Hesseltine
Assistant Secretary

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS

Surety Acknowledgment

State of Minnesota }
} ss.
County of Hennepin }

On this 26th day of August 2025, before me personally came Haley Pflug, to me known, who being by me duly sworn, did depose and say that she is the Attorney-in-Fact of Liberty Mutual Insurance Company described in and which executed the above instrument; that she knows the seal of said corporation; that the seal affixed to said instruments is such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that she signed her name to it by like order.



Notary Public

POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8214569 - 190003**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Blake S. Bohlig, Brian D. Carpenter, Charles Draper, Craig Olmstead, Erik T. Gunkel, Haley Pflug, Heather R. Goedtel, Jessica Hecker, Kathryn E. Kade, Kelly Nicole Enghauser, Laurie Pflug, Michelle Halter, Michelle Ward, Sara Whitfield

all of the city of Bloomington state of MN each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 6th day of August, 2025.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 6th day of August, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 26th day of August, 2025.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Workers' Compensation Insurance Certification

All subject employers working under this contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. The **CONTRACTOR** for the purposes of this contract hereby certifies that it is currently providing workers' compensation coverage for all its employees and will maintain coverage throughout the course of the project through one of the following methods:

Employers Complying with ORS 656.017

1. ☒ "Carrier-insured employer" (State Accident Insurance Fund Corp. or other authorized insurer).

   Insurance Company Name: Liberty Mutual Fire Ins. Co.

   ID/Policy No.: WA764D446115365

2. ☐ "Self-insured employer" (certified by the Workers' Compensation Division).

   ID number as assigned by the Workers' Compensation Division _____

3. ☐ I am an independent contractor and will perform all work under this contract without the assistance of others.

Employers Exempt under ORS 656.126

1. ☐ Workers' Compensation Coverage, State of Origin: _____

In the event of cancellation or change of the information above, **CONTRACTOR** certifies that it will immediately notify the Department of said cancellation or change and will obtain alternate coverage.

Contractor Business Name: Knife River Corporation - Northwest

Date SEPTEMBER 15, 2025

By: [signature] Molly Hesseltine Assistant Secretary

Signature

Print Name Molly Hesseltine Assistant Secretary

Its: _____

REMINDER – ADDITIONAL INFORMATION NEEDED

Has your insurance carrier filed a guaranty contract with Oregon Workers' Compensation Division as proof of coverage for your employees working in Oregon?

Insurance Coverage Required

CONTRACTOR shall not commence any work until **CONTRACTOR** obtains, at **CONTRACTOR'S** own expense, all required insurance as specified below. Approval of **CROOK COUNTY** is required as to limits, form, and amount. **CONTRACTOR** is required to obtain or maintain the following for the full period of the contract:

__X__ **COMMERCIAL GENERAL LIABILITY** insurance covering personal injury, bodily injury, and property damage with limits as specified below. The insurance shall include:

COVERAGES	LIMITS
_____Explosion & Collapse	_____$1 million per occurrence
_____Underground Hazard	__X__Limits of the Oregon Tort Claims Act
_____Products/Completed Operations	(ORS 30.260-30.300) presently at $1,660,400 per
_____Contractual Liability	occurrence
_____Broad Form Property Damage	__X__Other – Tort limits adjusted per ORS 30.372(4)
_____Owners & Contractors Protective	beginning in 2015

FORM: All policies must be of the occurrence form with combined single limit for bodily injury and property damage. Any deviation from this must be reviewed by the Crook County Counsel. All claims-made forms must have the prior approval of the Crook County Counsel. Submit a complete copy of claims-made policies and endorsements with the certificate of insurance.

_____**AUTOMOBILE LIABILITY** insurance comprehensive form with limits as specified below. The coverage shall include owned, hired, and non-owned automobiles.

LIMITS
_____$1 million per occurrence
_____Other – Tort limits adjusted per ORS 30.372(4) beginning in 2015
_____Not less than the limits of the Oregon Tort Claims Act
(ORS 30.260-30.300) presently at $1,660,400 per occurrence

_____**PROFESSIONAL LIABILITY** insurance with limits not less than $_____.

_____**ADDITIONAL INSURED CLAUSE:** The liability insurance coverages required for the performance of this contract shall be endorsed to name Crook County, its commissioners, officers, agents, and employees as additional insured with respect to the activities performed under this contract.

__X__ **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY** as statutorily required for persons performing work under this contract. Any subcontractor hired by **CONTRACTOR** shall also carry Worker's Compensation and Employers' Liability coverage.

_____**EMPLOYERS LIABILITY** insurance with limits of $500,000.

_____**BUILDER'S RISK** insurance special form. Limits to be the value of the contract or $_____.

_____**FIDELITY BOND** covering the activities of any person, named or unnamed, responsible for collection and expenditures of funds. Limit $_____ per employee.

In the event of cancellation or change of the information above, **CONTRACTOR** certifies that it will immediately notify the Department of said cancellation or change and will obtain alternate coverage.

Contractor Business Name: Knife River Corporation - Northwest

By: X _____ Signature Molly Hesseltine

Its: Assistant Secretary

Date SEPTEMBER 25, 2025

Molly Hesseltine
Assistant Secretary
Print Name

Contact County Counsel with questions re **Insurance and indemnity (541) 416-3919.**

IDENTIFICATION OF BIDDER(S) SURETIES

Crook County Puckett Road Overlay Project
Contract No.: 2025-10

The party who is submitting this proposal and who, if awarded the contract, will enter into the contract is

a corporation
(Enter "an individual", partnership," "a corporation" or "a limited liability company") PLEASE PRINT

doing business under the name Knife River Corporation - Northwest
PLEASE PRINT

at 64500 OB Riley Rd. (Street) Bend (City) OR (State) 97703 (Zip Code) 541-693-5900 (Phone Number)

which is the address to which all communications concerning this proposal and the contract should be sent.

The name of the surety, who will furnish the performance bond and payment bond covering the contract, if awarded, and the name, address, and telephone number of the surety's local agent is:

Name of Surety: Liberty Mutual Insurance Company

Name of Agent: Willis Towers Watson Midwest, Inc. Agent's Ph: 763-302-7159

Address: 8400 Normandale Lake Blvd., Suite 1700 (Street) Bloomington (City) MN (State) 55437 (Zip Code)

Accompanying this proposal as proposal guaranty is a Proposal Bond in the amount of at least ten percent (10%) of the total amount of the proposal. (Enter "Proposal Bond", cashier's check", or certified check").

If the Crook County Board accepts this proposal and awards a contract to the undersigned and if the undersigned then fails to promptly and properly execute the contract or bonds or deliver insurance certificates according to the terms and conditions stated in the specifications, the undersigned shall forfeit the proposal guaranty as liquidated damages to Crook County, by and through its County Board.

The undersigned agrees that damages in the event the undersigned fails in one or more of the respects set forth above are difficult to determine and that the amount of the proposed guaranty is a reasonable estimate of such damages and is an appropriate amount to be assessed as liquidated damages. The undersigned agrees to be held jointly and severally liable with the surety of the undersigned for payment of liquidated damages if the proposal guaranty is a proposal bond.

Knife River Corporation - Northwest
(Bidder's Name)

By x Molly Hesselfine
Molly Hesselfine
Assistant Secretary
(Typed or Printed Name. and Title of Signer)

← SIGN HERE

September 25, 2025
(Date)

FIRST-TIER SUBCONTRACTOR DISCLOSURE

PROJECT NAME: Puckett Road Overlay

BID #: 2025 - 10

BID CLOSING: Date: 9/25/25 Time: 2:00 pm

This form must be submitted at the location specified in the Invitation to Bid on the advertised bid closing date and within two working hours after the advertised bid closing time.

List below the name of each subcontractor that will be furnishing labor or will be furnishing labor and materials and that is required to be disclosed, the category of work that the subcontractor will be performing and the dollar value of the subcontract. Enter "NONE" if there are no subcontractors that need to be disclosed. (ATTACH ADDITIONAL SHEETS IF NEEDED.)

NAME	DOLLAR VALUE	CATEGORY OF WORK
(1) NONE	$	
(2)	$	
(3)	$	
(4)	$	
(5)	$	
(6)	$	
(7)	$	
(8)	$	
(9)	$	

Failure to submit this form by the disclosure deadline will result in a non-responsive bid. A non-responsive bid will not be considered for award.

Form submitted by (bidder name): Knife River Corporation - Northwest

Contact name: Jay Campuzano Phone no.: (541) 693-5900

ORS 279C.370 First-tier subcontractor disclosure. (1)(a) Within two working hours after the date and time of the deadline when bids are due to a contracting agency for a public improvement contract, a bidder shall submit to the contracting agency a disclosure of the first-tier subcontractors that:

(A) Will be furnishing labor or will be furnishing labor and materials in connection with the public improvement contract; and

(B) Will have a contract value that is equal to or greater than five percent of the total project bid or $15,000, whichever is greater, or $350,000 regardless of the percentage of the total project bid.

(b) For each contract to which this subsection applies, the contracting agency shall designate a deadline for submission of bids that has a date on a Tuesday, Wednesday or Thursday and a time between 2 p.m. and 5 p.m., except that this paragraph does not apply to public contracts for maintenance or construction of highways, bridges or other transportation facilities.

(c) This subsection applies only to public improvement contracts **("projects")** with a value, estimated by the contracting agency, of more than **$100,000**.

(d) This subsection does not apply to public improvement contracts that have been exempted from competitive bidding requirements under ORS 279C.335 (2).

(2) The disclosure of first-tier subcontractors under subsection (1) of this section must include the name of each subcontractor, the category of work that each subcontractor will perform and the dollar value of each subcontract. The information shall be disclosed in substantially the following [above] form:

(3) A contracting agency shall accept the subcontractor disclosure. The contracting agency shall consider the bid of any contractor that does not submit a subcontractor disclosure to the contracting agency to be a non-responsive bid and may not award the contract to the contractor. A contracting agency is not required to determine the accuracy or the completeness of the subcontractor disclosure.

(4) After the bids are opened, the subcontractor disclosures must be made available for public inspection.

(5) A contractor may substitute a first-tier subcontractor under the provisions of ORS 279C.585.

(6) A subcontractor may file a complaint under ORS 279C.590 based on the disclosure requirements of subsection (1) of this section.

WH-179 (08-10-10)

ADDENDUM

Please accept this Addendum, issued Thursday, September 18, 2025, as modifying that certain request for proposals issued by Crook County, Oregon, as follows:

Crook County Puckett Road Overlay

CONTRACT NO:	2025-10
SUBMITTAL DEADLINE:	September 25, 2025 @ 2:00 p.m.
OPENING OF BIDS:	September 25, 2025 @ 3:00 p.m.
AWARD DATE:	October 15, 2025 @ 9:00 a.m.

MODIFICATION OF REQUEST FOR PROPOSAL

The original request for proposals contained contradictory statements regarding the requirement that the required insurance list the County as additional insured, included an out-of-date maximum amount under the Oregon Tort Claims Act, and included an incorrect statement regarding automobile liability insurance coverage.

The request for proposals is revised to delete the "Insurance Coverage Required" in its entirety, and replace it with the following:

Insurance Coverage Required - Addendum

CONTRACTOR shall not commence any work until **CONTRACTOR** obtains, at **CONTRACTOR'S** own expense, all required insurance as specified below. Approval of **CROOK COUNTY** is required as to limits, form, and amount. **CONTRACTOR** is required to obtain or maintain the following for the full period of the contract:

__X__ **COMMERCIAL GENERAL LIABILITY** insurance covering personal injury, bodily injury, and property damage with limits as specified below. The insurance shall include:

COVERAGES

_____Explosion & Collapse
_____Underground Hazard
_____Products/Completed Operations
_____Contractual Liability
_____Broad Form Property Damage
_____Owners & Contractors Protective

LIMITS

_____$1 million per occurrence
__X__Limits of the Oregon Tort Claims Act (ORS 30.260-30.300) presently at $1,758,300 per occurrence
__X__Other – Tort limits adjusted per ORS 30.372(4) beginning in 2015

FORM: All policies must be of the occurrence form with combined single limit for bodily injury and property damage. Any deviation from this must be reviewed by the Crook County Counsel. All claims-made forms must have the prior approval of the Crook County Counsel. Submit a complete copy of claims-made policies and endorsements with the certificate of insurance.

__X__ **AUTOMOBILE LIABILITY** insurance comprehensive form with limits as specified below. The coverage shall include owned, hired, and non-owned automobiles.

LIMITS

_____$1 million per occurrence

_X_ Other – Tort limits adjusted per ORS 30.372(4) beginning in 2015
_X_ Not less than the limits of the Oregon Tort Claims Act (ORS 30.260-30.300) presently at $1,758,300 per occurrence

_____ **PROFESSIONAL LIABILITY** insurance with limits not less than $_____.

_X_ **ADDITIONAL INSURED CLAUSE:** The liability insurance coverages required for the performance of this contract shall be endorsed to name Crook County, its commissioners, officers, agents, and employees as additional insured with respect to the activities performed under this contract.

_X_ **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY** as statutorily required for persons performing work under this contract. Any subcontractor hired by **CONTRACTOR** shall also carry Worker's Compensation and Employers' Liability coverage.

_____ **EMPLOYERS LIABILITY** insurance with limits of $500,000.

_____ **BUILDER'S RISK** insurance special form. Limits to be the value of the contract or $_____.

_____ **FIDELITY BOND** covering the activities of any person, named or unnamed, responsible for collection and expenditures of funds. Limit $_____ per employee.

In the event of cancellation or change of the information above, **CONTRACTOR** certifies that it will immediately notify the Department of said cancellation or change and will obtain alternate coverage.

Contractor Business Name: Knife River Corporation Date 9/24/25

By: _____ Chris Doan
Signature Print Name

Its: VP

Contact County Counsel with questions re Insurance and indemnity (541) 416-3919.

Except as specifically modified by this Addendum, the terms of the request for proposals remains in full force and effect.

Questions regarding this Addendum may be directed to:

Eric Blaine
Crook County Counsel
541-416-3919
Eric.Blaine@crookcountyor.gov

A copy of the above revision is included on the last page of this Addendum, to be signed and included in the bidder's response.

Insurance Coverage Required - Addendum

CONTRACTOR shall not commence any work until **CONTRACTOR** obtains, at **CONTRACTOR'S** own expense, all required insurance as specified below. Approval of **CROOK COUNTY** is required as to limits, form, and amount. **CONTRACTOR** is required to obtain or maintain the following for the full period of the contract:

__X__ **COMMERCIAL GENERAL LIABILITY** insurance covering personal injury, bodily injury, and property damage with limits as specified below. The insurance shall include:

COVERAGES

_____Explosion & Collapse
_____Underground Hazard
_____Products/Completed Operations
_____Contractual Liability
_____Broad Form Property Damage
_____Owners & Contractors Protective

LIMITS

_____$1 million per occurrence
__X__Limits of the Oregon Tort Claims Act (ORS 30.260-30.300) presently at $1,758,300 per occurrence
__X__Other – Tort limits adjusted per ORS 30.372(4) beginning in 2015

FORM: All policies must be of the occurrence form with combined single limit for bodily injury and property damage. Any deviation from this must be reviewed by the Crook County Counsel. All claims-made forms must have the prior approval of the Crook County Counsel. Submit a complete copy of claims-made policies and endorsements with the certificate of insurance.

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__X__ **ADDITIONAL INSURED CLAUSE:** The liability insurance coverages required for the performance of this contract shall be endorsed to name Crook County, its commissioners, officers, agents, and employees as additional insured with respect to the activities performed under this contract.

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In the event of cancellation or change of the information above, **CONTRACTOR** certifies that it will immediately notify the Department of said cancellation or change and will obtain alternate coverage.

Contractor Business

Name: Knife River Corporation
By: _____ (Signature)
Its: VP

Date 9/24/25
Chris Doan (Print Name)

Contact County Counsel with questions re Insurance and Indemnity (541) 416-3919.



Disclaimer: CROOK COUNTY MAKES NO WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER MATTER. THE COUNTY IS NOT RESPONSIBLE FOR POSSIBLE ERRORS, OMISSIONS, MISUSE, OR MISINTERPRETATION. COUNTY DIGITAL INFORMATION IS PREPARED FOR REFERENCE PURPOSES ONLY AND SHOULD NOT BE USED, AND IS NOT INTENDED FOR, SURVEY OR ENGINEERING PURPOSES OR THE AUTHORITATIVE AND/OR PRECISE LOCATION OF BOUNDARIES, FIXED HUMAN WORKS, AND/OR THE SHAPE AND CONTOUR OF THE EARTH. NO REPRESENTATION IS MADE CONCERNING THE LEGAL STATUS OF ANY APPARENT ROUTE OF ACCESS IDENTIFIED IN DIGITAL OR HARDCOPY MAPPING OF GEOSPATIAL INFORMATION OR DATA. DATA FROM THE CROOK COUNTY ASSESSOR'S OFFICE MAY NOT BE CURRENT. DATA IS UPDATED AS SCHEDULES AND RESOURCES PERMIT. PLEASE NOTIFY CROOK COUNTY GIS OF ANY ERRORS (541) 416-3930.

N

0 0.03 0.07 0.13 Miles

Crook County GIS
GEOGRAPHIC INFORMATION SYSTEMS

ADDENDUM 2

Please accept this second Addendum, issued Monday, September 22, 2025, as modifying that certain request for proposals issued by Crook County, Oregon, as follows:

Crook County Puckett Road Overlay

CONTRACT NO:	2025-10
SUBMITTAL DEADLINE:	September 25, 2025 @ 2:00 p.m.
OPENING OF BIDS:	September 25, 2025 @ 3:00 p.m.
AWARD DATE:	October 15, 2025 @ 9:00 a.m.

MODIFICATION OF REQUEST FOR PROPOSAL

Potentially interested bidders have asked for greater specificity regarding the location of a bridge located on Pucket Road.

The bridge in question is located at: **44.34908 latitude, 121.08197 longitude.**

Attached on the following page is a map showing the general location.

Except as specifically modified by this Addendum, the terms of the request for proposals remains in full force and effect.

Questions regarding this Addendum 2 may be directed to:

Brad Haynes
County Road Superintendant
541-447-4644

Received 9/22

Joshua Zack

SECTION III

Sample Construction Contract Documents

Original documents will be provided to successful bidder for signature(s) after award announcement

Construction Contract

Attachments:

- **Performance Bond**
- **Payment Bond**
- **Prevailing Wage Schedule**
- **BOLI Form WH-38**
  (Payroll / Certified Stmt)
- **Public Works Bond**

CONSTRUCTION CONTRACT

In consideration of the covenants herein below set forth, *[TBD] hereafter referred to as **CONTRACTOR**, and CROOK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF OREGON, ACTING BY AND THROUGH ITS COUNTY BOARD, hereafter referred to as **CROOK COUNTY**, mutually contract as follows:

1. **CONTRACTOR** agrees and covenants to perform and complete the work herein described and provided for and furnish all machinery and necessary tools, apparatus, equipment, supplies, materials, and labor, and do all things in accordance with the applicable specifications and any such alterations or modifications of this contract as may be made by **CROOK COUNTY**, and according to such directions as may from time to time be made or given by *Project Manager, County Superintendent/Engineer/County Landfill Manager, under authority and within the meaning and purpose of this contract. Any previously mentioned contract documents and bid specifications or reference for obtaining the specifications , any addenda, and/or the Bid Schedule/Summary of contract prices in the Bidder's Proposal submitted by **CONTRACTOR** are attached hereto and hereby incorporated by reference as if the same were fully set out in writing and inserted herein. The total cost to **CROOK COUNTY** for the work herein described will be *[TBD] **DOLLARS AND */100** (**$***[TBD]), complete with all material, labor, and equipment as may be necessary for the faithful and professional performance of this contract as may be required by **CROOK COUNTY** in accordance with plans and specifications therefore, hereby designated "plans and specifications" all of which are attached hereto and hereby incorporated herein. All of said plans and specifications, together with this contract and its attachments constitute the contract documents.

2. Any conflict or difference between the contract documents shall be called to the attention of **CROOK COUNTY** by **CONTRACTOR** before proceeding with affected work. In case of any conflict or any discrepancy between the contract documents, the specific provisions of this contract shall have priority over all others.

3. **CONTRACTOR** agrees to complete full performance in accordance with all plans and specifications by **August 30, 2026**. Time is of the essence in this contract. Because of the difficulty of computing actual damages, liquidated damages of One Hundred Dollars ($100) per calendar day shall be assessed if work is not completed and accepted on **August 30, 2026**. The parties agree that this paragraph is a reasonable forecast of just compensation caused by the breach and is not a penalty.

4. Any progress payment shall be due according to contract specifications; final payment shall be due when the contract has been fully performed according to its terms. **CROOK COUNTY** shall make payment when **CONTRACTOR** submits evidence satisfactory to **CROOK COUNTY** of having appropriately paid all payrolls, material bills, and other indebtedness connected with the work, and of having fully complied with all laws and terms of the contract. Payment shall be made promptly in accordance with ORS 279C.500 - 279C.545, and both parties shall have all the rights and duties (including the right to withhold retainage) specified in ORS 279C.550 - 279C.570 regarding payment.

5. **CONTRACTOR** agrees that **CROOK COUNTY** shall not be responsible or liable to pay any sum of money over the contract total of *[TBD]/**100 DOLLARS** (**$***[TBD]), except that **CROOK COUNTY** agrees to pay **CONTRACTOR** based on actual quantities of work performed and other basis of payment specified, taking into account any amounts that may be deductible under this contract, provided that the work performed is in accordance with the contract, is satisfactorily performed at the direction of the Project Manager, and is covered, if necessary for **CROOK COUNTY** budget purposes, by a contract amendment. Notwithstanding any term contained herein to the contrary, **CROOK COUNTY** shall not be liable or responsible for any payment for additional work or cost unless **CROOK COUNTY** specifically assumes in writing such responsibility and liability on and by itself.

6. **CONTRACTOR** shall comply with all provisions included in the Bidder's Proposal and are hereby incorporated by this reference.

Sample Only

7. Workers in each trade or occupation employed in the performance of the contract by **CONTRACTOR** or any subcontractor, as referenced in ORS 279C.580 - 279C.590, shall be paid not less than the prevailing minimum hourly rate of wage on the date of **CONTRACTOR'S** bid, as determined by the Commissioner of the Oregon Bureau of Labor. For each week during which workers are employed upon the public work, **CONTRACTOR**, any subcontractor or their sureties, shall file weekly/monthly certificates of rate of wage as required by ORS 279C.845. If **CROOK COUNTY** determines at any time that the prevailing rate of wages has not or is not being paid as required herein, it may retain, for the monies due to **CONTRACTOR**, an amount sufficient to make up the difference between the wages actually paid and the prevailing rate of wages, and may also cancel the contract. **CONTRACTOR** shall be liable to the workers affected for failure to pay the required rate of wage in the amount of their unpaid minimum wages, including all fringe benefits under ORS 279C.840.

8. **CROOK COUNTY** shall pay a fee of one/tenth of one percent (0.1%) of the price of this contract to the Bureau of Labor and Industries subject to the limits of ORS 279C.825. The fee shall be paid within the time period set forth in ORS 279C.825(3).

9. The performance of this contract is at **CONTRACTOR'S** sole risk. The service or services to be rendered under this contract are those of an independent contractor who is not an officer, employee, or agent of the County as those terms are used in ORS 30.265. **CONTRACTOR** is solely liable for any workers' compensation coverage, social security, unemployment insurance or retirement payments, and federal or state taxes due as a result of payments under this contract. Any subcontractor hired by **CONTRACTOR** shall be similarly responsible.

10. **CONTRACTOR** agrees to indemnify, defend, and hold **CROOK COUNTY**, its Commissioners, agents, officers, and employees harmless and defend all damages, losses, and expenses, included but not limited to attorney's fees, and to defend all claims, proceedings, lawsuits, and judgments arising out of or resulting from the fault of the **CONTRACTOR**, the **CONTRACTOR'S** agents, representatives, or subcontractors in the performance of or failure to perform this contract. However, **CONTRACTOR** shall not be required to indemnify any indemnitee to the extent the damage, loss, or expense is caused by the indemnitee's negligence.

11. By execution of this contract, **CONTRACTOR** certifies under penalty of perjury that to the best of **CONTRACTOR'S** knowledge, **CONTRACTOR** is not in violation of any tax laws described in ORS 305.380(4), and **CONTRACTOR** has not discriminated against minority, women, or small business enterprises in obtaining any required subcontract.

12. By execution of this contract, **CONTRACTOR** agrees to have an employee drug-testing program in place at the time of executing the contract, and that such a program will be maintained throughout the contract period, including any extensions. The failure of **CONTRACTOR** to have or maintain such a drug testing program is grounds for immediate termination of the contract. The **CONTRACTOR** shall require each subcontractor providing labor for the project to also comply with this drug testing program requirement.

13. **CROOK COUNTY** shall not be liable, either directly or indirectly, for any dispute arising out of the substance or procedure of **CONTRACTOR'S** drug testing program. Nothing in this drug testing provision shall be construed as requiring **CONTRACTOR** to violate any legal rights, including constitutional rights, of any employee, including but not limited to selection of which employees to test and the manner of such testing. **CROOK COUNTY** shall not be liable for **CONTRACTOR'S** negligence in establishing or implementing, or failure to establish or implement a drug testing policy, or for any damage or injury caused by **CONTRACTOR'S** employees acting under the influence of drugs while performing work covered by this contract. These are **CONTRACTOR'S** sole responsibilities and nothing in this provision is intended to create any third party beneficiary rights against **CROOK COUNTY**.

14. **CONTRACTOR** may only substitute a first-tier subcontractor that was not disclosed under ORS 279C.585 in accordance with statutory criteria, including demonstration of inadvertent error, the subcontractor's failure or refusal to execute or perform under a written contract, to meet bond requirements, to

Sample Only

perform substantially satisfactory work or affirmatively causing substantial delay or disruption to work progress, subcontractor's bankruptcy or insolvency, or failure to be registered with Construction Contractors Board, if required, or otherwise be eligible to work on a public improvement project pursuant to applicable statutory requirements.

15. **CONTRACTOR** is solely responsible for ensuring that any subcontractor selection and substitution has been in accordance with all legal requirements. **CROOK COUNTY** shall not be liable, either directly or indirectly, in any dispute arising out of the **CONTRACTOR'S** actions with regard to subcontractor selection and substitution.

16. **CROOK COUNTY** reserves the right to reject any bid or to refuse delivery of materials or services at or from any manufacturer, plant, or contractor with which **CROOK COUNTY** has reasonable grounds to believe is or may be operating in violation of any local, state, or federal laws, or which is the subject of pending litigation.

17. Modifications or amendments to this contract shall be effective only if in writing and executed by both parties. This document is the entire, final, and complete agreement of the parties pertaining to this Construction Contract, and supersedes and replaces all prior or existing written and oral agreements between the parties or their representatives.

18. **CONTRACTOR** shall make payment promptly, as due, to all persons supplying to such **CONTRACTOR** labor or material for the prosecution of the work provided for in the contract, and shall be responsible for payment to such persons supplying labor or material to any subcontractor.

19. **CONTRACTOR** shall pay promptly all contributions or amounts due to the State Industrial Accident Fund and the State Unemployment Compensation Fund from **CONTRACTOR** or any subcontractor in connection with the performance of the contract.

20. **CONTRACTOR** shall not permit any lien or claim to be filed or prosecuted against **CROOK COUNTY** due to any labor or material furnished by **CONTRACTOR**. **CONTRACTOR** shall assume responsibility for satisfaction of any lien so filed or prosecuted and shall defend against, indemnify, and hold **CROOK COUNTY** harmless from any such lien or claim.

21. **CONTRACTOR** and any subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

22. If **CONTRACTOR** fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to the **CONTRACTOR** or a subcontractor by any person in connection with the public contract as such claim becomes due, **CROOK COUNTY** may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to the **CONTRACTOR** by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the **CONTRACTOR** or its surety from the obligation with respect to any unpaid claim. If **CROOK COUNTY** is unable to determine the validity of any claim for labor or services furnished, **CROOK COUNTY** may withhold from any current payment due **CONTRACTOR** an amount equal to said claim until its validity is determined, and until the claim, if valid, is paid by the **CONTRACTOR** or **CROOK COUNTY**. There shall be no financial acceptance of the work under the contract until all such claims have been resolved.

23. **CONTRACTOR** shall make payment promptly, as due, to any person, co-partnership, association, or corporation furnishing medical, surgical, hospital, or other needed care and attention, incident to sickness or injury, to the employees of **CONTRACTOR**, of all sums which the **CONTRACTOR** agreed to pay or collected or deducted from the wages of employees pursuant to any law, contract, or agreement for the purpose of providing payment for such service.

Sample Only

24. For all public contracts, with certain exceptions listed below, **CONTRACTOR** shall not employ an employee for more than ten (10) hours in any one day, or forty (40) hours in any one week except in case of necessity, emergency, or where public policy absolutely requires otherwise, and in such cases **CONTRACTOR** shall pay the employee at least time and a half for:

(a.) All overtime in excess of eight (8) hours a day or forty (40) hours in any one week when the work week is five (5) consecutive days, Monday through Friday, and

(b.) All overtime in excess of ten (10) hours a day or forty (40) hours in any one week when the work week is four (4) consecutive days, Monday through Friday, and

(c.) All work performed on the days specified in ORS 279C.540.

(d.) The **CONTRACTOR** shall comply with the prohibition set forth in ORS 652.220, that compliance is a material element of the contract and that a failure to comply is a breach that entitles the contracting agency to terminate the contract for cause.

(e.) The **CONTRACTOR** may not prohibit any of the **CONTRACTOR'S** employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person and may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits, or other compensation with another employee of another person.

25. **CONTRACTOR** must give notice to employees who work on a public contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

26. The hourly rate of wage to be paid by any **CONTRACTOR** or subcontractor to workers upon all public works shall be not less than the prevailing rate of wage for an hour's work in the same trade or occupation in the locality where such labor if performed, in accordance with ORS 279C.800 - 279C.870.

27. The **CONTRACTOR**, its subcontractors, if any, and all employers working under the contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.

28. **CONTRACTOR** shall comply with all applicable federal, state, and local laws and regulations, including but not limited to those dealing with the prevention of environmental pollution and the preservation of natural resources that affect the performance of the contract. A list of entities that have enacted such laws or regulations is found in the Oregon Attorney General's Model Public Contract Rules Manual.

29. This contract may be cancelled at the election of **CROOK COUNTY** for any substantial breach, willful failure, or refusal on the part of **CONTRACTOR** to faithfully perform the contract according to its terms. **CROOK COUNTY** may terminate the contract by written order or upon request of the **CONTRACTOR** if the work cannot be completed for reasons beyond the control of either the **CONTRACTOR** or **CROOK COUNTY**, or for any reason considered to be in the public interest other than a labor dispute, or by reason of any third party judicial proceeding relating to the work other than one filed in regards, and when circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the work. In either case, if the work is suspended but the contract not terminated, the **CONTRACTOR** is entitled to a reasonable time extension, costs, and overhead per ORS 279C.655. Unless otherwise stated in the contract, if the contract is terminated due to the public interest, the **CONTRACTOR** shall be paid per ORS 279C.660.

30. If **CROOK COUNTY** does not appropriate funds for the next succeeding fiscal year to continue payments otherwise required by the contract, the contract will terminate at the end of the last fiscal year for

Sample Only

which payments have been appropriated. **CROOK COUNTY** will notify **CONTRACTOR** of such non-appropriation not later than thirty (30) days before the beginning of the year within which funds are not appropriated. Upon termination pursuant to this clause, **CROOK COUNTY** shall have no further obligation to the **CONTRACTOR** for payments beyond the termination date. This provision does not permit **CROOK COUNTY** to terminate the contract in order to provide similar services or goods from a different contractor.

31. **CONTRACTOR** agrees to prefer goods or services that have been manufactured or produced in this State if price, fitness, availability, or quality are otherwise equal.

32. **CONTRACTOR** agrees to not assign this contract or any payments due hereunder without the proposed assignee being first approved and accepted in writing by **CROOK COUNTY**.

33. **CONTRACTOR** agrees to make all provisions of the contract with **CROOK COUNTY** applicable to any subcontractor performing work under the contract.

34. **CROOK COUNTY** will not be responsible for any losses or unanticipated costs suffered by **CONTRACTOR** as a result of **CONTRACTOR'S** failure to obtain full information in advance in regard to all conditions pertaining to the work.

35. **CONTRACTOR** certifies that he/she has all necessary licenses, permits, or certificates of registration (including Construction Contractors Board registration or Landscape Contractors Board license, if applicable), necessary to perform the contract and further certifies that all subcontractors shall likewise have all necessary licenses, permits, or certificates before performing any work. The failure of **CONTRACTOR** to have or maintain such licenses, permits, or certificates is grounds for rejection of a bid or immediate termination of the contract.

36. **CONTRACTOR** certifies that **CONTRACTOR** is "responsible" as that term is defined in ORS 279C.375 and that **CONTRACTOR:**

(a.) has available the appropriate financial, material, equipment, facility, and personnel resources and expertise, or has the ability to obtain the resources and expertise necessary to meet all contractual responsibilities; and

(b.) holds current licenses in this State in order to undertake or perform the work specified in the contract; and

(c.) is covered by liability insurance and other insurance in amounts the contracting agency requires in the solicitation documents; and

(d.) qualifies as a carrier-insured employer or a self-insured employer, or has elected coverage under State Worker's Compensation Law; and

(e.) has made the first tier subcontractor disclosure required by the contracting agency; and

(f.) has completed previous contracts of a similar nature with the satisfactory record of performance; and

(g.) has a satisfactory record of integrity; and

(h.) is legally qualified to contract with the contracting agency; and

(i.) supplied all necessary information in connection with the inquiry concerning responsibility; and

(j.) possesses an unexpired certificate issued by the Oregon Department of Administrative

Sample Only

Services if the **CONTRACTOR** employs fifty (50) or more full-time workers and submitted a bid for a procurement with an estimated contract price that exceeds $500,000.

37. **CONTRACTOR** represents and warrants that **CONTRACTOR** has complied with the tax laws of this State or a political subdivision of this State, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318. **CONTRACTOR** covenants to continue to comply with the tax laws of this State or a political subdivision of this State during the term of the public contract, and provides that **CONTRACTOR'S** failure to comply with the tax laws of this State or a political subdivision of this State before the **CONTRACTOR** executed the public contract or during the term of the public contract is a default for which **CROOK COUNTY** may terminate the public contract and seek damages and other relief available under the terms of the public contract or under applicable law.

38. It is a material condition of this contract that **CONTRACTOR** remain certified as a disadvantaged, minority, women, or emerging small business enterprise under ORS 200.055 or businesses that service-disabled veteran owns for the entire term of the public contract, whenever **CROOK COUNTY** awards the public contract, in whole or in part, on the basis of the **CONTRACTOR'S** certification.

(a.) **CONTRACTOR** shall provide in the **CONTRACTOR'S** subcontracts that a subcontractor remain certified as a disadvantaged, minority, women, emerging small business enterprise under ORS 200.055, or businesses that service-disabled veteran owns for the entire term of the subcontract, if the **CONTRACTOR** awards the subcontract, in whole or in part, on the basis of the subcontractor's certification.

39. Unless otherwise provided, data which originates from this contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by **CROOK COUNTY**. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights. Data which is delivered under the contract, but which does not originate therefrom shall be transferred to **CROOK COUNTY** with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; provided that such license shall be limited to the extent which the **CONTRACTOR** has a right to grant such license. **CONTRACTOR** shall exert all reasonable effort to advise **CROOK COUNTY**, at the time of delivery of data furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this contract. **CROOK COUNTY** shall receive prompt written notice of each notice or claim of copyright infringement received by **CONTRACTOR** with respect to any data delivered under this contract. **CROOK COUNTY** shall have the right to modify or remove any restrictive markings placed upon the data by **CONTRACTOR**.

40. The Standard Specifications for Highway Construction adopted by the State of Oregon, and the Manual on Uniform Traffic Control Devices, each as is currently in effect, shall be applicable to all road construction projects except as modified by the bid documents.

41. If **CONTRACTOR** or a first-tier subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within thirty (30) days after receipt of payment from the public contracting agency or a **CONTRACTOR**, the **CONTRACTOR** or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the ten (10) day period that payment is due under ORS 279C.580(4), and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the **CONTRACTOR** or first-tier subcontractor on the amount due shall equal three (3) times the discount rate on ninety (90) day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve District that includes Oregon on the date that is thirty (30) days after the date when payment was received from the public contracting agency, or from the **CONTRACTOR**, but the rate of interest shall not exceed thirty percent (30%). The amount of interest may not be waived.

Sample Copy

42. If **CONTRACTOR** or subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

43. In the event of an action, suit, or proceeding, including appeal therefrom, is brought for failure to observe any the terms of this agreement, each party shall bear its own attorney fees, expenses, costs, and disbursements for said action, lawsuit, proceeding, or appeal.

44. **CONTRACTOR** is engaged hereby as an independent contractor, and will be so deemed for all purposes. **CONTRACTOR** will be solely responsible for the payment of any federal or state taxes required as a result of this agreement. This contract is not intended to entitle **CONTRACTOR** to any benefits generally granted to **CROOK COUNTY** employees. Without limitation, but by way of illustration, **CONTRACTOR** is an independent contractor for purposes of the Oregon Workers' Compensation Law and is solely liable for any workers' compensation coverage under this contract.

45. **CONTRACTOR** shall comply with the prevailing wage rates of the State of Oregon, currently in effect and as amended, governing all covered workers for all work on said property project and shall hold **CROOK COUNTY** harmless therefrom. Prevailing wage law includes but is not limited to ORS 279C.800 - 279C.870.

(a.) The prevailing wage rates for Crook County (Region 10) are to be paid workers employed in the performance of the contract, either by **CONTRACTOR** or subcontractor (*see* **Section III**).

(b.) A fee is required to be paid to the Bureau of Labor and Industries as provided in ORS 279C.825 and shall be paid by Crook County pursuant to paragraph 8.

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

Sample Only

SIGNATURE BLOCK ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this contract on the below said date.

CONTRACTOR

Business
Name: _____

By: [do not sign]
Signature

[sample only]
Print Name

Its: _____

Date _____

Contractor's CCB # _____

_____
Telephone Number

_____
Address

_____
City State Zip

CROOK COUNTY BOARD

_____
Seth Crawford, County Commissioner
Date: _____

_____
Susan Hermreck, County Commissioner
Date: _____

_____
Brian Barney, County Commissioner
Date: _____

Sample Only

PERFORMANCE BOND

Crook County Puckett Road Overlay Project
Contract No.: 2025-10

KNOW ALL MEN BY THESE PRESENTS: That we _____, as principal, and ____ _____, a corporation organized and existing under and by virtue of the laws of the State of _____and duly authorized to transact surety business in the State of Oregon, as surety, are jointly and severally held and bound unto Crook County, in the sum of _____($_____) for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators and assigns or successors and assigns, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH

That, whereas the principal has made and entered into a certain contract, a copy of which is attached hereto, with Crook County, Oregon, which contract, together with the applicable plans, Standard Specifications, Special Provisions, and schedule of contract prices, is by this reference made a part, whereby the principal agrees to perform in accordance with the certain terms, conditions, requirements, plans and specifications which are set out in the contract and all authorized modifications of the contract which increase the amount of the work and the amount of the contract. Notice to surety of any of the immediately foregoing are waived.

NOW, THEREFORE, if the principal shall faithfully and truly observe and comply with the terms, conditions and provisions of the contract, in all respects, and shall well and truly and fully do and perform all matters and things by it undertaken to be performed under the contract, upon the terms set forth and within the time prescribed therein, or as extended as provided in the contract, and agrees to indemnify, defend and hold Crook County, its Commissioners, agents, officers and employees harmless and defend all damages, losses and expenses including but not limited to attorney's fees and to defend all claims, proceedings, lawsuits and judgments arising out of or resulting from the fault of the principal, the principal's agents, representatives or subcontractors, in the performance of or failure to perform this contract. However, principal shall not be required to indemnify any indemnitee to the extent the damage, loss or expense is caused by the indemnitee's sole negligence and shall in all respects perform said contract according to law, then this obligation is to be void, otherwise to remain in full force and effect. Nonpayment of the bond premium will not invalidate this bond nor shall Crook County be obligated for the payment thereof.

This Bond is given and received under the authority of ORS Chapter 279C.380, the provisions of which relating to performance bonds are incorporated into this Bond by this reference.

Witness our hands this _____day of _____, 20___.

PRINCIPAL: _____
Principal's Name (Print or Type)

By: _____
Authorized Official's Signature (Print or Type)

_____
Official Capacity (Print or Type)

PRINCIPAL: _____
Principal's Name (Print or Type)

By: _____
Authorized Official's Signature (Print or Type)

_____
Official Capacity (Print or Type)

SURETY: _____

_____
ATTORNEY IN FACT [POA must be attached to this bond]

Agent

Attach additional signature page for Surety if using multiple bonds

Surety's Seal Must Be Affixed

Sample Only
Do Not Sign

PAYMENT BOND

Crook County Puckett Road Overlay Project
Contract No.: 2025-10

KNOW ALL MEN BY THESE PRESENTS: That we _____, as principal, and _____ _____, a corporation organized and existing under and by virtue of the laws of the State of _____ and duly authorized to transact surety business in the State of Oregon, as surety, are jointly and severally held and bound unto Crook County, in the sum of _____ ($_____) for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators and assigns or successors and assigns, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH

That, whereas the principal has made and entered into a certain contract, a copy of which is attached hereto, with Crook County, Oregon, which contract, together with the applicable plans, Standard Specifications, Special Provisions, and schedule of contract prices, is by this reference made a part, whereby the principal agrees to perform in accordance with the certain terms, conditions, requirements, plans and specifications which are set out in the contract and all authorized modifications of the contract which increase the amount of the work and the amount of the contract. Notice to surety of any of the immediately foregoing is waived.

NOW, THEREFORE, if the principal shall make payment promptly, as due to all subcontractors and to all persons supplying to the contractor or its subcontractors, equipment, supplies, labor or materials for the prosecution of the work, or any part thereof, provided for in said contract, and, if applicable, shall pay not less than the State of Oregon Bureau of Labor and Industries prevailing wage rates in effect as of the date of the bid, per hour, day and week for and to each and every worker who may be employed in and about the performance of the contract and shall pay all contribution amounts due for workers' compensation and all amounts due the State Unemployment Compensation Trust Fund from such contractor or subcontractors incurred in the performance of said contract, and pay all sums of money withheld from the contractor's employees and payable to the State Department of Revenue, and shall pay all other just debts, dues and demands incurred in the performance of the said contract and shall pay Crook County such damages as may accrue to Crook County under the contract, then this obligation is void, otherwise to remain in full force and effect, provided that surety will remain liable to satisfy the claim of any worker affected by the failure of the principal or any subcontractor under the contract to pay the minimum rate of wage in accordance with the contract in the amount of the unpaid minimum wages and an additional amount equal thereto as liquidated damages.

Nonpayment of the bond premium will not invalidate this Bond nor shall Crook County be obligated for the payment thereof.

This Bond is given and received under the authority of ORS Chapter 279C.380, the provisions of which relating to performance bonds are incorporated into this Bond by this reference.

Witness our hands this _____day of _____, 20___.

PRINCIPAL: _____
Principal's Name (Print or Type)

By: _____
Authorized Official's Signature (Print or Type)

_____
Official Capacity (Print or Type)

PRINCIPAL: _____
Principal's Name (Print or Type)

By: _____
Authorized Official's Signature (Print or Type)

_____
Official Capacity (Print or Type)

SURETY: _____

_____
ATTORNEY IN FACT [POA must be attached to this bond]

_____
Agent
Attach additional signature page for Surety if using multiple bonds

Surety's Seal Must Be Affixed

Sample Only
Do Not Sign

00150.50 – Cooperation with Utilities - Add the following Subsection:

It is the sole responsibility of the Contractor to contact the Oregon Utility Notification Center in the event a utility conflict does occur. The Utilities notification system telephone number is 1-800-332-2344 or 811.

SECTION 00160 – SOURCE OF MATERIALS

Comply with Section 00160 of the Standard Specifications supplemented and/or modified as follows:

00160.30 – 00160.50 Agency Furnished Sources and Materials – Delete in its entirety:

No agency-furnished sources or materials are being offered for use on this project. All materials sources shall be provided by the contractor.

00160.60 – Contractor – Furnished Materials and Sources - Add the following to (c):

(3) Aggregate source shall be certified by ODOT and meet the requirements of Section 00745.10.

SECTION 00165 - QUALITY OF MATERIALS

Comply with Section 00165 of the Standard Specifications supplemented and/or modified as follows:

00165.50 – Statistical Acceptance Sampling and Testing - Delete in its entirety. No Pay Factor will be considered by Crook County.

SECTION 00170 - LEGAL RELATIONS AND RESPONSIBILITIES

Comply with Section 00170 of the Standard Specifications supplemented and/or modified as follows:

00170.03 – Furnishing Right of Way and Permits – Replace with the following:

Contractor will be responsible for obtaining at Contractor's sole expense all necessary permits to complete project including but not limited to any right-of-way permits.

00170.70 – Insurance Coverages -

(c) Additional Insured - Amend as follows:

- Liability insurance shall name Crook County, its commissioners, officers, agents and employees as Additional Insured's for the activities performed by the Contractor under this project.

(d) Workers' Compensation - Add the following:

- The Contractor, its subcontractors, if any, and all employers providing work, labor or materials under this contract that claim exemption to Oregon Workers Compensation requirements shall comply with ORS 656.126 and certify the State of origin on the "Certification of Workers Compensation Coverage" bound in the contract booklet.

(e) Notice of Cancellation or Change - Add the following:

- The thirty (30) days written notice shall be provided to the County Legal Counsel.

- Should any policy be canceled before final payment by Crook County to Contractor and should the Contractor fail to immediately procure other insurance as specified, Crook County reserves the right to procure such insurance and to deduct the cost thereof from any sum due the Contractor under this contract.

- Any insurance bearing on adequacy of performance shall be maintained after completion of the contract for the full guarantee period, and should the Contractor fail to immediately procure such insurance as specified, Crook County reserves the right to procure such insurance and to deduct the cost thereof from any sums due to the Contractor under this contract.

(f) Certificate(s) of Insurance – Add the following:

- The Contractor shall provide all insurance as stipulated on the form entitled "Insurance Coverages Required", bound with these Special Provisions and made part of the appendix to the Bidder's Proposal.

00170.72 – Indemnity/Hold Harmless – Add the following:

- Extend indemnity and hold harmless to the Agency and the following:

  The County of Crook and its officers, agents, and employees and County Board.

SECTION 00180 - PROSECUTION AND PROGRESS

Comply with Section 00180 of the Standard Specifications supplemented and/or modified as follows:

00180.21 – Subcontracting -

(a) General - Add the following to the end of paragraph (1):

- This payment clause shall require the contractor to return all retainage withheld from the subcontractor, whether held by the Contractor or the Department, as specified in 00195.50(d).

00180.41 - Project Work Schedule Delete in its entirety and add the following -

The following project work schedule requirements will apply:

(a) Submit project schedule no later than three (3) working days after receiving certified letter to proceed. Schedule shall be submitted to Crook County Superintendent in writing, including starting date, ending date and completion date for clean-up of project site.

- The project schedules will take into account the orderly, timely, and efficient prosecution of the work in sufficient detail to enable both the Contractor and the Superintendent to plan, coordinate, appraise, document, and control their respective contract responsibilities.

- During the on-site preconstruction meeting the Superintendent and the Contractor will review the schedule as submitted and incorporate required changes to the project. If any changes are required the contractor will have 2 days to submit the corrected schedule to the Superintendent. The approved project schedule represents all of the work, sequence, and time planned for the work. Review of this and subsequent schedules by the Superintendent shall not relieve the Contractor of responsibility for timely and efficient execution of the contract.

SECTION II

BIDDER'S PROPOSAL DOCUMENTS

Bidder's Schedule / Summary of Costs
Proposal Statement
Proposal Bond
Workers Compensation Insurance Certification
Insurance Coverage(s) Required
Identification of Bidder(s) Sureties
First Tier Subcontractor Disclosure

FILL OUT, SIGN, AND SUBMIT SECTION II DOCUMENTS WITH YOUR BID

BID SCHEDULE/SUMMARY OF COSTS

Crook County Puckett Road Overlay Project
Contract No.: 2025-10

Tri County Paving, LLC
Name of Bidder

PO Box 1621
Address

Redmond OR 97756
City State Zip

541-526-5800
Phone #

jeff@tricountypaving.net
Email Address

CONTRACT NO. 2025-10

PROJECT TITLE: Crook County Puckett Road Overlay Project

3" Overlay of Puckett Road from NW Grimes Road to Ryegrass Road with stops and take offs at the STOP signs, limits to be marked by Crook County Road Department
HMAC LEVEL 2½ inch dense, 64-28 Binder, 20% RAP.
Leveling depth varies up to 3" compacted depth.

***** Quantity listed below is approximate, price shall include Mobilization, Tack, Material, Haul, Placement, Grinding, Traffic Control and Temporary Signs, Temporary Pavement Markings (Stick & Stomps), Intersections and any other materials or services to complete project.**

TONS	**4500**	**$** 101.50	**/TON**	**$** 456,750.00
COLDPLANE	**450**	**$** 37.50	**/YD2**	**$** 16,875.00

TOTAL AMOUNT OF BID $ 473,625.00

****In case of discrepancy between unit prices and totals, the unit price will prevail.**

Bid Sheet, page 1 of 1

PROPOSAL STATEMENT

Crook County Puckett Road Overlay Project
Contract No.: 2025-10

To the Crook County Board, Crook County, Oregon:

The undersigned, as bidder, declares that:

- This proposal is for the work described on the "Description of Work" sheet bound in this proposal;
- The only persons or parties interested in this proposal as principals are those named in this proposal;
- The bidder has obtained and become acquainted with the applicable standard specifications, supplemental specifications, special provisions, plans, and other required provisions applicable to the particular work for which the proposal is submitted;
- The bidder has personally inspected the location and the site of the work and has become acquainted with all conditions, local and otherwise, affecting it;
- The bidder has obtained and become acquainted with the forms of contract and bonds which are to be signed by the successful bidder (***see Section III)***;
- The bidder is satisfied as to the quantities and conditions and understands that in signing this proposal the bidder waives all right to claim any misunderstanding regarding these quantities and conditions;
- The proposal guaranty/bond submitted with this proposal is, by this reference, made a part of this proposal; and
- The bidder has reviewed and/or is familiar with and agrees to abide by the terms and provisions of Crook County Code Chapter 3.12, as amended, relating to the Crook County Purchasing Rules and Procedures.

The bidder also proposes and agrees that:

- If the Crook County Board accepts this proposal, the bidder will execute the contract form furnished by the County, will provide all necessary machinery, tools, apparatus, and other means of construction, and will do all the work and furnish all the materials specified in or called for by the contract in the manner and time prescribed in the contract and according to the requirements of the Engineer or representative from Crook County;
- The bidder will accept as full payment for the work performed and the materials and equipment furnished, the amount earned under the contract as computed in the manner described in the specifications from the quantities of the various classes of work performed and the respective unit prices bid as these prices are given in the "Bid Schedule/Summary of Costs" bound in this proposal; and
- The bidder will comply with the prevailing wage rate provisions as required by ORS 279C.800 through 279C.870 (***see* Section III**).

The bidder also certifies to the following:

A. Non-Collusion Certification: By signing this proposal, bidder certifies that:

- The price(s) and amount of this proposal have been arrived at independently and without consultation, communication, or agreement with any other contractor, bidder, or potential bidder except as disclosed on a separately attached statement;
- Neither the price(s) nor the amount of this proposal, and neither the approximate price(s) nor approximate amount of this proposal have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before the opening of proposals;
- No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal;
- This proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal; and
- The bidder, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any government agency and have not in the last four years been convicted of or found liable for any act, prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract except as described on a separately attached statement.

B. Non-Discrimination Certification - By signing this proposal, bidder certifies that:

- He/She/It has not discriminated against minority, women, or small business enterprises in obtaining any subcontracts.

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

Complete the following:

1. Check one: Bidder is a X resident bidder _____nonresident bidder.
2. If a **resident bidder**, enter your Oregon business address and email address:
   PO Box 1621 Redmond OR 97756
   jeff@tricountypaving.net
3. If a **nonresident bidder**, enter your home state business address and email address:
   _____
   _____

D. Tax Law Compliance – By signing this proposal, bidder warrants and covenants that:

- Contractor is not in violation of any Oregon tax laws and has complied with the tax laws of Oregon. Contractor covenants to continue to comply with the tax laws of Oregon during the entire term of the public contract.

E. **Contractor's Board License Certification** - Bidder is in compliance with requirements for construction contractors and is licensed and bonded with the Construction Contractor's Board as follows:

No. 189644 Expiration Date 2/19/2026

F. **Contractor's Certification of Drug Testing Program ORS 279C.505(2) -** By signing this proposal bidder certifies that:

- The bidder will have a drug testing policy in place at time of contract award;
- The bidder shall maintain the drug testing policy for the duration of the contract; and
- The bidder shall require each subcontractor providing labor to this contract to comply with the drug testing requirements.

G. **Statement Regarding Certifications**

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

H. **Public Works Bond** – By signing this proposal bidder certifies that:

- Compliance with ORS 279C.836 Statutory Public Works Bond for contractor and all subcontractors; and
- Proof of Public Works Bond is attached.

The bidder is advised that by signing this proposal the bidder is deemed to have signed and agreed to the provisions of all the documents, certifications, and statements contained in this proposal.

Tri County Paving, LLC
(Bidder's Name)

27-1681638
(Bidder's Federal Tax ID Number)

By _____ ← **SIGN HERE**

Jeff Curl VP Operations
(Printed Name) (Title of Signer)

9/25, 20 25
(Date)

Workers' Compensation Insurance Certification

All subject employers working under this contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. The **CONTRACTOR** for the purposes of this contract hereby certifies that it is currently providing workers' compensation coverage for all its employees and will maintain coverage throughout the course of the project through one of the following methods:

Employers Complying with ORS 656.017

1. ☒ "Carrier-insured employer" (State Accident Insurance Fund Corp. or other authorized insurer).

   Insurance Company Name: Zurich American Insurance Co

   ID/Policy No.: BAP5944714-16

2. ☐ "Self-insured employer" (certified by the Workers' Compensation Division).

   ID number as assigned by the Workers' Compensation Division _____

3. ☐ I am an independent contractor and will perform all work under this contract without the assistance of others.

Employers Exempt under ORS 656.126

1. ☒ Workers' Compensation Coverage, State of Origin: SAIF

In the event of cancellation or change of the information above, **CONTRACTOR** certifies that it will immediately notify the Department of said cancellation or change and will obtain alternate coverage.

Contractor Business Name: Tri County Paving, LLC

Date 9/25/2025

By: _____
Signature

Jeff Curl
Print Name

Its: VP Operations

REMINDER – ADDITIONAL INFORMATION NEEDED

Has your insurance carrier filed a guaranty contract with Oregon Workers' Compensation Division as proof of coverage for your employees working in Oregon? yes

Insurance Coverage Required

CONTRACTOR shall not commence any work until **CONTRACTOR** obtains, at **CONTRACTOR'S** own expense, all required insurance as specified below. Approval of **CROOK COUNTY** is required as to limits, form, and amount. **CONTRACTOR** is required to obtain or maintain the following for the full period of the contract:

__X__ **COMMERCIAL GENERAL LIABILITY** insurance covering personal injury, bodily injury, and property damage with limits as specified below. The insurance shall include:

COVERAGES	LIMITS
_____Explosion & Collapse	_____$1 million per occurrence
_____Underground Hazard	__X__Limits of the Oregon Tort Claims Act
_____Products/Completed Operations	(ORS 30.260-30.300) presently at $1,660,400 per
_____Contractual Liability	occurrence
_____Broad Form Property Damage	__X__Other – Tort limits adjusted per ORS 30.372(4)
_____Owners & Contractors Protective	beginning in 2015

FORM: All policies must be of the occurrence form with combined single limit for bodily injury and property damage. Any deviation from this must be reviewed by the Crook County Counsel. All claims-made forms must have the prior approval of the Crook County Counsel. Submit a complete copy of claims-made policies and endorsements with the certificate of insurance.

_____**AUTOMOBILE LIABILITY** insurance comprehensive form with limits as specified below. The coverage shall include owned, hired, and non-owned automobiles.

LIMITS
_____$1 million per occurrence
_____Other – Tort limits adjusted per ORS 30.372(4) beginning in 2015
_____Not less than the limits of the Oregon Tort Claims Act
(ORS 30.260-30.300) presently at $1,660,400 per occurrence

_____**PROFESSIONAL LIABILITY** insurance with limits not less than $_____.

_____**ADDITIONAL INSURED CLAUSE:** The liability insurance coverages required for the performance of this contract shall be endorsed to name Crook County, its commissioners, officers, agents, and employees as additional insured with respect to the activities performed under this contract.

__X__**WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY** as statutorily required for persons performing work under this contract. Any subcontractor hired by **CONTRACTOR** shall also carry Worker's Compensation and Employers' Liability coverage.

_____**EMPLOYERS LIABILITY** insurance with limits of $500,000.

_____**BUILDER'S RISK** insurance special form. Limits to be the value of the contract or $_____.

_____**FIDELITY BOND** covering the activities of any person, named or unnamed, responsible for collection and expenditures of funds. Limit $_____ per employee.

In the event of cancellation or change of the information above, **CONTRACTOR** certifies that it will immediately notify the Department of said cancellation or change and will obtain alternate coverage.

Contractor Business Name: Tri County Paving, LLC

By: _____ (Signature)

Its: VP Operations

Date 9/25/2025

Jeff Curl (Print Name)

Contact County Counsel with questions re **Insurance and indemnity (541) 416-3919.**

IDENTIFICATION OF BIDDER(S) SURETIES

Crook County Puckett Road Overlay Project
Contract No.: 2025-10

The party who is submitting this proposal and who, if awarded the contract, will enter into the contract is

limited liability company
(Enter "an individual", partnership," "a corporation" or "a limited liability company") PLEASE PRINT

doing business under the name Tri County Paving, LLC
PLEASE PRINT

at PO Box 1621 (Street) Redmond (City) OR (State) 97756 (Zip Code) 541-526-5800 (Phone Number)

which is the address to which all communications concerning this proposal and the contract should be sent.

The name of the surety, who will furnish the performance bond and payment bond covering the contract, if awarded, and the name, address, and telephone number of the surety's local agent is:

Name of Surety: Western Surety Company

Name of Agent: Haley Pflug Agent's Ph: 952-806-2398

Address: 151 N. Franklin St. (Street) Chicago (City) IL (State) 60606 (Zip Code)

Accompanying this proposal as proposal guaranty is a Proposal bond in the amount of at least ten percent (10%) of the total amount of the proposal. (Enter "Proposal Bond", cashier's check", or certified check").

If the Crook County Board accepts this proposal and awards a contract to the undersigned and if the undersigned then fails to promptly and properly execute the contract or bonds or deliver insurance certificates according to the terms and conditions stated in the specifications, the undersigned shall forfeit the proposal guaranty as liquidated damages to Crook County, by and through its County Board.

The undersigned agrees that damages in the event the undersigned fails in one or more of the respects set forth above are difficult to determine and that the amount of the proposed guaranty is a reasonable estimate of such damages and is an appropriate amount to be assessed as liquidated damages. The undersigned agrees to be held jointly and severally liable with the surety of the undersigned for payment of liquidated damages if the proposal guaranty is a proposal bond.

Tri County Paving, LLC
(Bidder's Name)

By _____ ← **SIGN HERE**

Jeff Curl
(Typed or Printed Name. and Title of Signer)

9/25/2025, 2025
(Date)

FIRST-TIER SUBCONTRACTOR DISCLOSURE

PROJECT NAME: Prickett Road Overlay Project

BID #: 2025-10

BID CLOSING: Date: 9/25/2025 Time: 2:00 PM PST

This form must be submitted at the location specified in the Invitation to Bid on the advertised bid closing date and within two working hours after the advertised bid closing time.

List below the name of each subcontractor that will be furnishing labor or will be furnishing labor and materials and that is required to be disclosed, the category of work that the subcontractor will be performing and the dollar value of the subcontract. Enter "NONE" if there are no subcontractors that need to be disclosed. (ATTACH ADDITIONAL SHEETS IF NEEDED.)

NAME	DOLLAR VALUE	CATEGORY OF WORK
(1) NONE	$	
(2)	$	
(3)	$	
(4)	$	
(5)	$	
(6)	$	
(7)	$	
(8)	$	
(9)	$	

Failure to submit this form by the disclosure deadline will result in a non-responsive bid. A non-responsive bid will not be considered for award.

Form submitted by (bidder name): Tri County Paving, LLC

Contact name: Jeff Curl Phone no.: (541-526-5800

ORS 279C.370 First-tier subcontractor disclosure. (1)(a) Within two working hours after the date and time of the deadline when bids are due to a contracting agency for a public improvement contract, a bidder shall submit to the contracting agency a disclosure of the first-tier subcontractors that:

(A) Will be furnishing labor or will be furnishing labor and materials in connection with the public improvement contract; and

(B) Will have a contract value that is equal to or greater than five percent of the total project bid or $15,000, whichever is greater, or $350,000 regardless of the percentage of the total project bid.

(b) For each contract to which this subsection applies, the contracting agency shall designate a deadline for submission of bids that has a date on a Tuesday, Wednesday or Thursday and a time between 2 p.m. and 5 p.m., except that this paragraph does not apply to public contracts for maintenance or construction of highways, bridges or other transportation facilities.

(c) This subsection applies only to public improvement contracts **("projects")** with a value, estimated by the contracting agency, of more than **$100,000**.

(d) This subsection does not apply to public improvement contracts that have been exempted from competitive bidding requirements under ORS 279C.335 (2).

(2) The disclosure of first-tier subcontractors under subsection (1) of this section must include the name of each subcontractor, the category of work that each subcontractor will perform and the dollar value of each subcontract. The information shall be disclosed in substantially the following [above] form:

(3) A contracting agency shall accept the subcontractor disclosure. The contracting agency shall consider the bid of any contractor that does not submit a subcontractor disclosure to the contracting agency to be a non-responsive bid and may not award the contract to the contractor. A contracting agency is not required to determine the accuracy or the completeness of the subcontractor disclosure.

(4) After the bids are opened, the subcontractor disclosures must be made available for public inspection.

(5) A contractor may substitute a first-tier subcontractor under the provisions of ORS 279C.585.

(6) A subcontractor may file a complaint under ORS 279C.590 based on the disclosure requirements of subsection (1) of this section.

WH-179 (08-10-10)

STATE OF OREGON

STATUTORY PUBLIC WORKS BOND

Surety bond #: 256142C CCB # (if applicable): _____

We, Tri County Paving LLC, as principal, and

Developers Surety and Indemnity Company, a corporation qualified and authorized to do business in the State of Oregon, as surety, are held and firmly bound unto the State of Oregon for the use and benefit of the Oregon Bureau of Labor and Industries (BOLI) in the sum of thirty thousand dollars ($30,000) lawful money of the United States of America to be paid as provided in ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, for which payment well and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by this agreement.

WHEREAS, the above-named principal wishes to be eligible to work on public works project(s) subject to the provisions of ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, and is, therefore, required to obtain and file a statutory public works bond in the penal sum of $30,000 with good and sufficient surety as required pursuant to the provisions of section 2, chapter 360, Oregon Laws 2005, conditioned as herein set forth.

NOW, THEREFORE, the conditions of the foregoing obligations are that if said principal with regard to all work done by the principal as a contractor or subcontractor on public works project(s), shall pay all claims ordered by BOLI against the principal to workers performing labor upon public works projects for unpaid wages determined to be due, in accordance with ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, and OAR Chapter 839, then this obligation shall be void; otherwise to remain in full force and effect.

This bond is for the exclusive purpose of payment of wage claims ordered by BOLI to workers performing labor upon public works projects in accordance with ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360.

This bond shall be one continuing obligation, and the liability of the surety for the aggregate of any and all claims which may arise hereunder shall in no event exceed the amount of the penalty of this bond.

This bond shall become effective on the date it is executed by both the principal and surety and shall continuously remain in effect until depleted by claims paid under ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, unless the surety sooner cancels the bond. This bond may be cancelled by the surety and the surety be relieved of further liability for work performed on contracts entered after cancellation by giving 30 days' written notice to the principal, the Construction Contractors Board, and BOLI. Cancellation shall not limit the responsibility of the surety for the payment of claims ordered by BOLI relating to work performed during the work period of a contract entered into before cancellation of this bond.

IN WITNESS WHEREOF, the principal and surety execute this agreement. The surety fully authorizes its representatives in the State of Oregon to enter into this obligation.

SIGNED, SEALED AND DATED this 2ND day of April, 20 12

Surety by:	Principal by:
Developers Surety and Indemnity Company (Seal)	Tri County Paving LLC
Company Name	*Name*
Signature Lisa McClellan	*Signature*
Attorney-in-Fact	*Title*
Title (e.g. Attorney-in-Fact)	
17780 Fitch, Suite 200	P. O. Box 1621
Address	*Address*
Irvine **California** **92614**	Redmond, OR 97756
City *State* *Zip*	*City* *State* *Zip*

DEVELOPERS SURETY AND INDEMNITY COMPANY CORPORATE OCT. 10 1936 IOWA

SEND BOND TO: **Construction Contractors Board**
PO Box 14140
Salem, OR 97309-5052
Telephone: (503) 378-4621

CNA SURETY

Bid Bond

Bond No. Bid Bond

CONTRACTOR:
(Name, legal status and address)

Tri County Paving, LLC
PO Box 1621
Redmond, OR 97756

SURETY: Western Surety Company
(Name, legal status and principal place of business)

151 N. Franklin Street
17th Floor
Chicago, IL 60606

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

Crook County Road Department
1306 N. Main Street
Prineville, OR 97754

BOND AMOUNT: 10% Ten Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)

Puckett Road Overlay Project

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 19th day of September, 2025.

Tri County Paving, LLC
(Principal) *(Seal)*
By: VP Operations
(Title)

(Witness)

Western Surety Company
(Surety) *(Seal)*
By:
(Title) Kelly Nicole Englhauser, Attorney-in-Fact

(Witness)

Printed in cooperation with the American Institute of Architects (AIA).
The language in this document conforms to the language used in AIA Document A310 - Bid Bond - 2010 Edition.

Surety Acknowledgment

State of Minnesota }
} ss.
County of Hennepin }

On this 19th day of September 2025, before me personally came Kelly Nicole Enghauser, to me known, who being by me duly sworn, did depose and say that she is the Attorney-in-Fact of Western Surety Company described in and which executed the above instrument; that she knows the seal of said corporation; that the seal affixed to said instruments is such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that she signed her name to it by like order.

Notary Public

HEATHER R. GOEDTEL
Notary Public
State of Minnesota
My Commission Expires
January 31, 2028

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Nicole Langer, Laurie Pflug, Brian D. Carpenter, Jessica Hoff, Craig Olmstead, Blake S. Bohlig, Heather R. Goedtel, Kelly Nicole Enghauser, Haley Pflug, Katie Rooney, Trisha Kasper, Michelle Halter, Individually

of Bloomington, MN, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 20th day of November, 2024.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 20th day of November, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT NOTARY PUBLIC SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this **19th** day of **September**, **2025**.

WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

ADDENDUM

Please accept this Addendum, issued Thursday, September 18, 2025, as modifying that certain request for proposals issued by Crook County, Oregon, as follows:

Crook County Puckett Road Overlay

CONTRACT NO:	2025-10
SUBMITTAL DEADLINE:	September 25, 2025 @ 2:00 p.m.
OPENING OF BIDS:	September 25, 2025 @ 3:00 p.m.
AWARD DATE:	October 15, 2025 @ 9:00 a.m.

MODIFICATION OF REQUEST FOR PROPOSAL

The original request for proposals contained contradictory statements regarding the requirement that the required insurance list the County as additional insured, included an out-of-date maximum amount under the Oregon Tort Claims Act, and included an incorrect statement regarding automobile liability insurance coverage.

The request for proposals is revised to delete the "Insurance Coverage Required" in its entirety, and replace it with the following:

Insurance Coverage Required - Addendum

CONTRACTOR shall not commence any work until **CONTRACTOR** obtains, at **CONTRACTOR'S** own expense, all required insurance as specified below. Approval of **CROOK COUNTY** is required as to limits, form, and amount. **CONTRACTOR** is required to obtain or maintain the following for the full period of the contract:

__X__ **COMMERCIAL GENERAL LIABILITY** insurance covering personal injury, bodily injury, and property damage with limits as specified below. The insurance shall include:

COVERAGES	LIMITS
_____Explosion & Collapse	_____$1 million per occurrence
_____Underground Hazard	__X__Limits of the Oregon Tort Claims Act (ORS 30.260-30.300) presently at $1,758,300 per occurrence
_____Products/Completed Operations	__X__Other – Tort limits adjusted per ORS 30.372(4) beginning in 2015
_____Contractual Liability	
_____Broad Form Property Damage	
_____Owners & Contractors Protective	

FORM: All policies must be of the occurrence form with combined single limit for bodily injury and property damage. Any deviation from this must be reviewed by the Crook County Counsel. All claims-made forms must have the prior approval of the Crook County Counsel. Submit a complete copy of claims-made policies and endorsements with the certificate of insurance.

__X__ **AUTOMOBILE LIABILITY** insurance comprehensive form with limits as specified below. The coverage shall include owned, hired, and non-owned automobiles.

LIMITS

_____$1 million per occurrence

__X__ Other – Tort limits adjusted per ORS 30.372(4) beginning in 2015
__X__ Not less than the limits of the Oregon Tort Claims Act
(ORS 30.260-30.300) presently at $1,758,300 per occurrence

_____ **PROFESSIONAL LIABILITY** insurance with limits not less than $_____.

__X__ **ADDITIONAL INSURED CLAUSE:** The liability insurance coverages required for the performance of this contract shall be endorsed to name Crook County, its commissioners, officers, agents, and employees as additional insured with respect to the activities performed under this contract.

__X__ **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY** as statutorily required for persons performing work under this contract. Any subcontractor hired by **CONTRACTOR** shall also carry Worker's Compensation and Employers' Liability coverage.

_____ **EMPLOYERS LIABILITY** insurance with limits of $500,000.

_____ **BUILDER'S RISK** insurance special form. Limits to be the value of the contract or $_____.

_____ **FIDELITY BOND** covering the activities of any person, named or unnamed, responsible for collection and expenditures of funds. Limit $_____ per employee.

In the event of cancellation or change of the information above, **CONTRACTOR** certifies that it will immediately notify the Department of said cancellation or change and will obtain alternate coverage.

Contractor Business Name: Tri County Paving, LLC Date 9/25/2025

By: _____ JEFF CURL
Signature Print Name

Its: VP Operations

Contact County Counsel with questions re **Insurance and indemnity (541) 416-3919.**

Except as specifically modified by this Addendum, the terms of the request for proposals remains in full force and effect.

Questions regarding this Addendum may be directed to:

Eric Blaine
Crook County Counsel
541-416-3919
Eric.Blaine@crookcountyor.gov

A copy of the above revision is included on the last page of this Addendum, to be signed and included in the bidder's response.

Insurance Coverage Required - Addendum

CONTRACTOR shall not commence any work until **CONTRACTOR** obtains, at **CONTRACTOR'S** own expense, all required insurance as specified below. Approval of **CROOK COUNTY** is required as to limits, form, and amount. **CONTRACTOR** is required to obtain or maintain the following for the full period of the contract:

__X__ **COMMERCIAL GENERAL LIABILITY** insurance covering personal injury, bodily injury, and property damage with limits as specified below. The insurance shall include:

COVERAGES	LIMITS
_____Explosion & Collapse	_____$1 million per occurrence
_____Underground Hazard	__X__Limits of the Oregon Tort Claims Act
_____Products/Completed Operations	(ORS 30.260-30.300) presently at $1,758,300 per
_____Contractual Liability	occurrence
_____Broad Form Property Damage	__X__Other – Tort limits adjusted per ORS
_____Owners & Contractors Protective	30.372(4) beginning in 2015

FORM: All policies must be of the occurrence form with combined single limit for bodily injury and property damage. Any deviation from this must be reviewed by the Crook County Counsel. All claims-made forms must have the prior approval of the Crook County Counsel. Submit a complete copy of claims-made policies and endorsements with the certificate of insurance.

__X__ **AUTOMOBILE LIABILITY** insurance comprehensive form with limits as specified below. The coverage shall include owned, hired, and non-owned automobiles.

LIMITS

_____$1 million per occurrence
__X__Other – Tort limits adjusted per ORS 30.372(4) beginning in 2015
__X__Not less than the limits of the Oregon Tort Claims Act
(ORS 30.260-30.300) presently at $1,758,300 per occurrence

_____ **PROFESSIONAL LIABILITY** insurance with limits not less than $_____.

__X__ **ADDITIONAL INSURED CLAUSE:** The liability insurance coverages required for the performance of this contract shall be endorsed to name Crook County, its commissioners, officers, agents, and employees as additional insured with respect to the activities performed under this contract.

__X__ **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY** as statutorily required for persons performing work under this contract. Any subcontractor hired by **CONTRACTOR** shall also carry Worker's Compensation and Employers' Liability coverage.

_____ **EMPLOYERS LIABILITY** insurance with limits of $500,000.

_____ **BUILDER'S RISK** insurance special form. Limits to be the value of the contract or $_____.

_____ **FIDELITY BOND** covering the activities of any person, named or unnamed, responsible for collection and expenditures of funds. Limit $_____ per employee.

In the event of cancellation or change of the information above, **CONTRACTOR** certifies that it will immediately notify the Department of said cancellation or change and will obtain alternate coverage.

Contractor Business

Name: Tri County Paving, LLC Date 9/25/2025

By: _____ _____
Signature Print Name

Its: VP Operations

Contact County Counsel with questions re insurance and indemnity (541) 416-3919.

ADDENDUM 2

Please accept this second Addendum, issued Monday, September 22, 2025, as modifying that certain request for proposals issued by Crook County, Oregon, as follows:

Crook County Puckett Road Overlay

CONTRACT NO:	2025-10
SUBMITTAL DEADLINE:	September 25, 2025 @ 2:00 p.m.
OPENING OF BIDS:	September 25, 2025 @ 3:00 p.m.
AWARD DATE:	October 15, 2025 @ 9:00 a.m.

MODIFICATION OF REQUEST FOR PROPOSAL

Potentially interested bidders have asked for greater specificity regarding the location of a bridge located on Pucket Road.

The bridge in question is located at: **44.34908 latitude, 121.08197 longitude.**

Attached on the following page is a map showing the general location.

Except as specifically modified by this Addendum, the terms of the request for proposals remains in full force and effect.

Questions regarding this Addendum 2 may be directed to:

Brad Haynes
County Road Superintendant
541-447-4644



Disclaimer: CROOK COUNTY MAKES NO WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER MATTER. THE COUNTY IS NOT RESPONSIBLE FOR POSSIBLE ERRORS, OMISSIONS, MISUSE, OR MISINTERPRETATION. COUNTY DIGITAL INFORMATION IS PREPARED FOR REFERENCE PURPOSES ONLY AND SHOULD NOT BE USED, AND IS NOT INTENDED FOR, SURVEY OR ENGINEERING PURPOSES OR THE AUTHORITATIVE AND/OR PRECISE LOCATION OF BOUNDARIES, FIXED HUMAN WORKS, AND/OR THE SHAPE AND CONTOUR OF THE EARTH. NO REPRESENTATION IS MADE CONCERNING THE LEGAL STATUS OF ANY APPARENT ROUTE OF ACCESS IDENTIFIED IN DIGITAL OR HARDCOPY MAPPING OF GEOSPATIAL INFORMATION OR DATA. DATA FROM THE CROOK COUNTY ASSESSOR'S OFFICE MAY NOT BE CURRENT. DATA IS UPDATED AS SCHEDULES AND RESOURCES PERMIT. PLEASE NOTIFY CROOK COUNTY GIS OF ANY ERRORS (541) 416-3930.

N

0 0.03 0.07 0.13 Miles

Crook County GIS
GEOGRAPHIC INFORMATION SYSTEMS

AGENDA ITEM REQUEST

Date:

10/8/2025

Meeting date desired:

Next available meeting

Subject:

Signature on CJC grant for Deflection program for 25-27 budget year

Background and policy implications:

The Crook County Community Corrections Office in the grant management for the Crook County Deflection program and has been awarded grant funding from the Criminal Justice Commission.

Budget/fiscal impacts:

Will provide funding for the Deflection program

Requested by:

Aaron Boyce Lieutenant Crook County Sheriff Office Community Corrections Division. 541-416-3928 Aaron.Boyce@crookcountysheriff.org

Presenters:

Aaron Boyce

Legal review (only if requested):

Elected official sponsor (if applicable):

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BHD-27-05 GRANT AGREEMENT

CRIMINAL JUSTICE COMMISSION

BEHAVIORAL HEALTH DEFLECTION PROGRAM

Agreement Number: BHD-27-05

This grant agreement ("Agreement"), dated as of the date the Agreement is fully executed, is between the State of Oregon, acting through its Oregon Criminal Justice Commission ("CJC" or "State"), and **Crook County** ("Recipient"). This Agreement becomes effective only when fully signed and approved as required by applicable law ("Effective Date"). Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire **November 30, 2027**.

This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A: Contact Information, Project Description and Reporting Requirements

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedent shall control. The precedence each of the following documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits; Exhibit A.

SECTION 1: KEY GRANT TERMS

The following capitalized terms have the meanings assigned below.

Grant Amount: $150,000.00

Completion Deadline: August 31, 2027

SECTION 2: FINANCIAL ASSISTANCE

CJC shall provide Recipient, and Recipient shall accept from CJC, a grant (the "Grant") in an aggregate amount not to exceed the Grant Amount.

CJC's obligations are subject to the receipt of the following items, in form and substance satisfactory to CJC and its Counsel:

(1) This Agreement duly signed by an authorized officer of Recipient; and

(2) Such other certificates, documents, and information as CJC may reasonably require.

SECTION 3: DISBURSEMENT

A. Disbursement. Upon execution of this Agreement and satisfaction of all conditions precedent, CJC shall disburse Grant funds to Recipient in installments as listed:

(1) $150,000.00 by October 31, 2025.

B. Conditions to Disbursements.

(1) CJC has no obligation to disburse Grant funds unless:

i. CJC has sufficient funds currently available for this Agreement;

ii. CJC has received appropriations, limitations, allotments or other expenditure authority sufficient to allow CJC, in the exercise of its reasonable administrative discretion, to make payment. Notwithstanding any other provision of this Agreement, CJC's determination not to disburse funds due to lack of appropriations, allotments, or expenditure authority will not constitute an Event of Default; and

iii. Recipient is in compliance with the terms of this Agreement.

(2) CJC may amend this Agreement to remove the final disbursement of Grant funds in subsection A of this section if Recipient has not expended at least 60 percent of the Grant Amount by December 31, 2026. Notwithstanding any other provision of this Agreement, CJC's determination not to disburse funds under this subsection will not constitute an Event of Default.

SECTION 4: USE OF GRANT

As more particularly described in Exhibit A, Recipient will use the Grant to fund Behavioral Health Deflection programs (the "Project"). Recipient may only use Grant funds to cover reasonable and necessary Project costs incurred by Recipient during the period beginning July 1, 2025, and ending on the Completion Deadline, and that are allocable thereto and that are not excluded by CJC as set forth in the *Grant Administration Guide* published by CJC ("Eligible Costs"). Recipient must expend the entire Grant Amount on Eligible Costs. Such expenditure must occur no later than the Completion Deadline.

SECTION 5: REPRESENTATIONS AND WARRANTIES OF RECIPIENT

Recipient represents and warrants to CJC as follows:

A. Organization and Authority.

(1) Recipient is validly organized and existing under the laws of the State of Oregon.

(2) Recipient has all necessary right, power and authority under its organizational documents and applicable Oregon law to execute and deliver this Agreement and incur and perform its obligations under this Agreement.

(3) This Agreement has been authorized by an ordinance, order or resolution of Recipient's governing body if required by its organizational documents or applicable law.

(4) This Agreement has been duly executed by Recipient, and when executed by CJC, is legal, valid and binding, and enforceable in accordance with this Agreement's terms.

B. Full Disclosure. Recipient has disclosed in writing to CJC all facts that materially adversely affect the Grant, or the ability of Recipient to perform all obligations required by this Agreement. Recipient has made no false statements of fact, nor omitted information necessary to prevent any statements from being misleading. The information contained in this Agreement, including Exhibit A, is true and accurate in all respects.

C. Pending Litigation. Recipient has disclosed in writing to CJC all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would

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materially adversely affect the Grant or the ability of Recipient to perform all obligations required by this Agreement.

SECTION 6: COVENANTS OF RECIPIENT

Recipient covenants as follows:

A. Notice of Adverse Change. Recipient shall promptly notify CJC of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient related to the ability of Recipient to perform all obligations required by this Agreement.

B. Compliance with Laws.

(1) Recipient will comply with the requirements of all applicable federal, state and local laws, rules, regulations, and orders of any governmental authority, except to the extent an order of a governmental authority is contested in good faith and by proper proceedings.

(2) Recipient is responsible for all federal or state tax laws applicable to its implementation of the Project and its use of the Grant or compensation or payments paid with the Grant.

C. Worker's Compensation Insurance. All employers, including Recipient, that employ subject workers who provide services 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. Employer's liability insurance with coverage limits of not less than $500,000 must be included. Recipient shall ensure that each of its subcontractors and subrecipients complies with these requirements.

D. Return of Unexpended Grant Funds. Any Grant funds disbursed to Recipient under this Agreement that remain unexpended on the earlier of termination of this Agreement, completion of the Project, or the Completion Deadline, must be returned to CJC. Recipient shall return all unexpended Grant funds to CJC within 30 days after the earlier of termination of this Agreement, completion of the Project, or the Completion Deadline.

E. Financial Records. Recipient will cooperate with CJC to provide all necessary financial information and records to comply with reporting required in Exhibit A. Recipient will keep proper books of account and records on all activities associated with the Grant, including, but not limited to, invoices, cancelled checks, payroll records, instruments, agreements and other supporting financial records documenting the use of the Grant. Recipient will maintain these books of account and records in accordance with generally accepted accounting principles. Recipient will retain these books of account and records until six years after the Completion Deadline or the date that all disputes, if any, arising under this Agreement have been resolved, whichever is later.

F. Inspection. Recipient shall permit CJC, and any party designated by CJC, the Oregon Secretary of State's Office, and their duly authorized representatives, at any reasonable time, to inspect and make copies of any accounts, books and records related to the administration of this Agreement. Recipient shall supply any Agreement-related information as CJC may reasonably require, with the exception of materials protected by attorney-client privilege or the attorney work product doctrine. Further, Recipient shall neither supply, nor permit inspection of, (1) any information protected by HIPAA, ORS 192.553, or related regulations or rules, or (2) the

personnel files of Recipient's employees, absent appropriate confidentiality protections, including exemption from disclosure under the Public Records Law, ORS ch. 192.

G. Notice of Event of Default. Recipient shall give CJC prompt written notice of any Event of Default, or any circumstance that with notice or the lapse of time, or both, may become an Event of Default, as soon as Recipient becomes aware of its existence or reasonably believes an Event of Default is likely.

H. Recipient Subagreements, Insurance and Procurements.

(1) Subagreements. Recipient may enter into agreements with subcontractors and subrecipients ("Subagreements") for implementation of portions of the Project. Recipient shall notify CJC of each Subagreement and provide CJC with a copy of a Subagreement upon request by CJC. Any material breach of a term or condition of a Subagreement relating to Grant funds provided under this Agreement must be reported by Recipient to CJC within ten (10) days of its discovery.

(2) Subagreement indemnity.

Each Recipient Subagreement shall require each other party to such Subagreement, that is not a unit of local government as defined in ORS 190.003, or a unit of state government as defined in ORS 174.111, to indemnify, defend, save and hold harmless the CJC and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to the Subagreement or any of such party's officers, agents, employees or contractors ("Claims"). It is the specific intention of the Parties that CJC shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the CJC, be indemnified by the other party to the Subagreement from and against any and all Claims.

Any such indemnification shall also provide that neither the other party to such Subagreement nor any attorney engaged by such party shall defend a Claim in the name of the State of Oregon or an agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that the other party to such Subagreement is prohibited from defending State or that such other party is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against the other party to such Subagreement if State elects to assume its own defense.

(3) Insurance.

Recipient shall maintain, or cause to be maintained, insurance policies with responsible insurers or self-insurance programs, insuring against liability and risk of direct physical loss, damage or destruction of the Project, at least to the extent that similar insurance is customarily carried by similar entities engaged in similar activities. Upon request, Recipient shall provide to CJC a Certificate(s) of Insurance required under this Agreement

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or, as applicable, require each subrecipient to, upon request, provide to CJC a Certificate(s) of Insurance required under this Agreement. Nothing in this provision precludes Recipient from exerting a defense against any party other than CJC, including a defense of immunity.

(4) Procurements.

Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C.

SECTION 7: DEFAULT

A. Recipient Default. Any of the following constitutes an "Event of Default" of Recipient:

(1) Misleading Statement. Any materially false or misleading representation is made by Recipient or a person authorized to speak on its behalf, in this Agreement or in any document provided by Recipient related to this Grant.

(2) Failure to Perform. Recipient fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement, other than those referred to in subsection (1) of this section, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by CJC. CJC may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action. Acts or omissions of subgrantees shall not constitute an Event of Default unless ratified or knowingly induced by Recipient.

B. CJC Default. CJC will be in default under this Agreement if it fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement.

SECTION 8: REMEDIES

A. CJC Remedies. Upon the occurrence of an Event of Default, CJC may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of CJC's obligations to provide Grant funds or further disbursements, return of all or a portion of the Grant Amount, payment of interest earned on the Grant Amount, and declaration of ineligibility for the receipt of future awards from CJC. If, because of an Event of Default, CJC demands return of all or a portion of the Grant Amount or payment of interest earned on the Grant Amount, Recipient shall pay the amount upon CJC's demand.

CJC may also recover all or a portion of any amount due from Recipient by deducting that amount from any payment due to Recipient from the State of Oregon under any other contract or agreement, present or future, unless prohibited by state or federal law.

CJC reserves the right to turn over any unpaid debt under this Section 8 to the Oregon Department of Revenue or a collection agency and may publicly report any delinquency or default. These remedies are cumulative and not exclusive of any other remedies provided by law.

B. Recipient Remedies. In the event of default by CJC, Recipient's sole remedy will be for disbursement of Grant funds for Eligible Costs of the Project, not to exceed the total Grant Amount, less any claims CJC has against Recipient.

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SECTION 9: TERMINATION

A. Mutual Termination. This Agreement may be terminated at any time by mutual written consent of the parties.

B. Termination by CJC. In addition to terminating this Agreement upon an Event of Default as provided in Section 8, CJC may terminate this Agreement with notice to Recipient under any of the following circumstances:

(1) If CJC anticipates a shortfall in applicable revenues or CJC fails to receive sufficient funding, appropriations or other expenditure authorizations to allow CJC, in its reasonable discretion, to continue making payments under this Agreement.

(2) There is a change in federal or state laws, rules, regulations or guidelines so that the uses of the Grant are no longer eligible for funding.

C. Termination by Recipient. Recipient may terminate this Agreement with notice to CJC under any of the following circumstances:

(1) After conferring with CJC, Recipient has determined that the requisite local funding to continue the Project is unavailable to Recipient or Recipient is unable to continue implementation of the Project as a result of circumstances not reasonably anticipated by Recipient at the time it executed this Agreement and that are beyond Recipient's reasonable control.

(2) There is a change in federal or state laws, rules, regulations or guidelines so that the uses of the Grant are no longer eligible for funding.

SECTION 10: MISCELLANEOUS

A. Contribution.

(1) 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 CJC or Recipient relating to this Agreement or the Project and with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's contribution obligation with respect to the Third Party Claim.

(2) With respect to a Third Party Claim for which CJC is jointly liable with Recipient (or would be if joined in the Third Party Claim), CJC shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of the CJC on the one hand and of Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative

fault of CJC on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. CJC's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if CJC had sole liability in the proceeding.

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

B. No Implied Waiver. No failure or delay on the part of CJC to exercise any right, power, or privilege under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.

C. Choice of Law; Designation of Forum; Federal Forum. 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 (unless Oregon law requires that it be brought and conducted in another 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.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

D. Notices and Communication. Except as otherwise expressly provided in this Agreement, any communication between the parties or notices required or permitted must be given in writing

by personal delivery, email, or by mailing the same, postage prepaid, to Recipient or CJC at the addresses listed in Exhibit A, or to such other persons or addresses that either party may subsequently indicate pursuant to this Section.

Any communication or notice by personal delivery will be deemed effective when actually delivered to the addressee. Any communication or notice so addressed and mailed will be deemed to be received and effective five days after mailing. Any communication or notice given by email becomes effective 1) upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system or 2) the recipient's confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.

E. Amendments. This Agreement may not be altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties.

F. Work Product. To the extent it has the necessary rights, Recipient hereby grants to CJC a non-exclusive, irrevocable, perpetual, royalty-free, license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display for governmental purposes, all documents, reports and works of authorship created, produced or obtained as part of or in connection with the Project ("Work Product"). Recipient shall deliver copies of Work Product to CJC upon request. In addition, if applicable law requires that CJC own such intellectual property, then Recipient shall execute such further documents and instruments as CJC may reasonably request in order to assign ownership in the intellectual property to CJC.

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

H. Severability. If any provision of this Agreement will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision.

I. Successors and Assigns. This Agreement will be binding upon and inure to the benefit of CJC, Recipient, and their respective successors and assigns, except that Recipient may not assign or transfer its rights, obligations or any interest without the prior written consent of CJC.

J. Counterparts. This Agreement may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

K. Integration. This Agreement (including all exhibits, schedules or attachments) constitutes the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Agreement.

L. No Third-Party Beneficiaries. CJC and Recipient are the only parties to this Agreement and are the only parties entitled to enforce the terms of this Agreement. Nothing in this Agreement gives or provides, or is intended to give or provide, to third persons any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, unless such

third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement. Notwithstanding the foregoing, CJC acknowledges, agrees, and intends that Recipient will expend the Grant consistent with the Project.

M. Survival. The following provisions, including this one, survive expiration or termination of this Agreement: Sections 6.D through 6.F, 7, 8, 10.A, 10.C, 10.D, and 10.O.

N. Time is of the Essence. The parties agree that time is of the essence under this Agreement.

O. Public Records. CJC's obligations under this Agreement are subject to the Oregon Public Records Laws.

The signatures of the parties follow on the next page.

Recipient, by its signature below, acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

STATE OF OREGON
acting by and through its
Criminal Justice Commission

By: Ryan Keck
Ryan Keck, Interim Executive Director

Date: 9/30/2025

CROOK COUNTY

By: _____

Date: _____

Approved as to Legal Sufficiency in accordance with ORS 291.047:

Approved by email dated 9/25/2025
Nina Englander, Senior Assistant Attorney General

Docusign Envelope ID: 67C77CC0-6998-4161-B5B7-817B56EB7BBD

EXHIBIT A:
CONTACT INFORMATION, PROJECT DESCRIPTION AND REPORTING REQUIREMENTS

Contact Information:

CJC	**Recipient**
State of Oregon, acting by and through its Criminal Justice Commission	Crook County 308 NE 2nd St Prineville, OR 97754
Grant Administrator: Kaysea Beck	**Contact:** Aaron Boyce
Telephone: (503) 602-0640	**Telephone:** (541) 416-3928
Email: kaysea.beck@cjc.oregon.gov	**Email:** aaron.boyce@crookcountysheriff.org

Project Description:

Pursuant to House Bill 3069 (2025), the Oregon Behavioral Health Deflection Program supports Oregon's federally recognized tribal governments and counties in the operation of "deflection programs," defined as **a collaborative program between law enforcement agencies and behavioral health entities or community-based social services organizations** that assist individuals who may have substance use disorder, another behavioral health disorder or co-occurring disorders, and who often have other service needs, **to create community-based pathways to treatment, recovery support services, housing, case management or other services.**

The purposes of CJC's Behavioral Health Deflection Program include:

- Addressing the need for more deflection programs to assist individuals whose behavioral health conditions, including substance use disorder, and other service needs lead to a heightened likelihood of interactions with law enforcement, incarceration, conviction and other engagement with the criminal justice system; and
- Tracking and reporting data concerning deflection program outcomes in order to determine the best practices for deflection programs in Oregon.

The Grant requires the Recipient to:

- Have a program coordinator responsible for the duties outlined in HB 3069 (2025), Section 8(5)(b);
- Involve the partners described in HB 3069 (2025), Section 8(4)(c); and
- Comply with the CJC's data tracking and reporting requirements.

Recipient shall use Grant funds to create community-based pathways to treatment or other services, adhere to the requirements set forth in HB 3069, and work toward the purposes stated above. Specifically, Recipient shall use Grant funds to operate the following deflection referral pathway to client assessment and case management: Officer Intervention.

Docusign Envelope ID: 67C77CC0-6998-4161-B5B7-817B56EB7BBD

Project Period:

Start Date: July 1, 2025

End Date: August 31, 2027

Reporting Requirements:

Schedule

Recipient must submit to CJC quarterly expenditure reports beginning January 25, 2026, until the earlier of thirty (30) days after Grant funds are fully expended or thirty (30) days after the Completion Deadline.

Recipient must submit to CJC semi-annual progress reports on January 25 and July 25 of each year of the Project Period.

Recipient must submit to CJC's research partners data reports on a monthly, rolling basis, beginning July 1, 2025, until the earlier of thirty (30) days after Grant funds are fully expended or thirty (30) days after the Completion Deadline.

Recipient must receive prior approval from CJC to submit any required report after its due date.

Report Contents

Required reports must be submitted through CJC's grant administration system and the Research Electronic Data Capture (REDCap) data collection portal, respectively, and contain all the requested information.

1. CJC Quarterly Expenditure Report (https://cjc-grants.smapply.io)
   a. Grant Funds spent during the prior calendar quarter, with brief description; and
   b. Any quarterly information on the Project as CJC may reasonably request.

2. CJC Semi-Annual Progress Report (https://cjc-grants.smapply.io)
   a. In a narrative fashion, Recipient's progress in meeting the Project's objectives during the six-month period preceding the report date, and remedial actions necessary if those objectives have not been met in any respect.

3. REDCap Monthly Data Report
   a. Deidentified data on program participants enrolled, engaged, or served during the prior calendar month; and
   b. Any monthly information on the Project as CJC may reasonably request.

Agenda Item Request

Date:
October 3, 2025

Meeting date desired:
October 15, 2025 - discussion

Subject:
Treasurer's Report for September 2025

Background and policy implications:
The attached report provides the following information for the month of August 2025:
The amount of cash on hand in the custody of the county treasurer as county treasurer;
The banks in which such funds are deposited, with the amounts so deposited in each bank;
The security furnished the county by each bank to cover such deposits, and the interest rates paid on such deposits; and
A statement of the amount of outstanding warrant indebtedness of the county and the date up to which the county's warrant indebtedness has been redeemed.

Budget/fiscal impacts:

Requested by:
Christina Haron, CPA Finance Director

Presenters:
Christina Haron, CPA Finance Director

Legal review (only if requested):
NA

Elected official sponsor (if applicable):
NA

CROOK COUNTY TREASURER REPORT
POOLED CASH AND INVESTMENTS
all balances as of September 30, 2025

BANK & INVESTMENT ACCOUNT BALANCES	
FIRST INTERSTATE OPERATING CHECKING	6,553,816.82
FIRST INTERSTATE ELECTRONIC TRANS	18,541.02
FIRST INTERSTATE JAIL COMMISSARY	86,030.33
FIRST INTERSTATE SHERIFF SALE	1,668.14
FIRST INTERSTATE BOND PROCEEDS SAVINGS	-
FIRST INTERSTATE ACH PAYMENTS	100,000.00
FIRST INTERSTATE CC ROAD AGENCY	8,915.39
FIRST INTERSTATE SOLAR MITIGATION FUND	630,728.10
LGIP COUNTY	25,583,945.26
LGIP JUSTICE CENTER	3,564,717.29
LGIP PRC	546,391.36
ZIONS BANK	110,974.79
ZIONS - CORE INVESTMENTS	46,584,208.94
ZIONS - JC BOND INVEST.	-
FIRST INTERSTATE POOLED	-
TOTAL BANK & INVESTMENT ACCOUNTS	83,789,937.44
TOTAL COMBINED CASH PER GL	83,129,874.30
TOTAL BANK & INVESTMENT ACCOUNTS VARIANCE*	(660,063.14)

Variance is due to Operating “Deposits in Transit” that amount to $3,319.82, outstanding Operating checks totalling -$594,725.68. LGIP variance is due to the tax turnover of -$68,657.28.

Bank Code	POOLED CASH ACCOUNTS IN GENERAL LEDGER	
10	FIRST INTERSTATE OPERATING CHECKING	5,962,410.96
12	FIRST INTERSTATE ELECTRONIC TRANS	18,541.02
13	FIRST INTERSTATE JAIL COMMISSARY	86,030.33
14	FIRST INTERSTATE SHERIFF SALE	1,668.14
16	FIRST INTERSTATE BOND PROCEEDS SAVINGS	-
17	FIRST INTERSTATE ACH PAYMENTS	100,000.00
25	FIRST INTERSTATE CC ROAD AGENCY	8,915.39
26	FIRST INTERSTATE SOLAR MITIGATION FUND	630,728.10
60	LGIP COUNTY	25,515,287.98
61	LGIP JUSTICE CENTER	3,564,717.29
66	LGIP PRC	546,391.36
72	ZIONS BANK	110,974.79
73	ZIONS - CORE INVESTMENTS	46,584,208.94
74	ZIONS - JC BOND INVEST.	-
80	FIRST INTERSTATE POOLED	-

The financial information included in report is preliminary, unaudited and subject to revision upon completion of Crook County's closing and audit processes.

CROOK COUNTY TREASURER REPORT
POOLED CASH AND INVESTMENTS
all balances as of September 30, 2025

TOTAL POOLED CASH	83,129,874.30
CASH ALLOCATED TO FUNDS	(83,129,874.30)
TOTAL UNALLOCATED CASH	-

CASH ALLOCATION BY FUND RECONCILIATION

101	ALLOCATION TO GENERAL FUND	10,498,062.41
202	ALLOCATION TO ROAD FUND	15,981,405.44
212	ALLOCATION TO COMMUNITY DEVELOPMENT FUND	10,322,206.46
221	ALLOCATION TO COUNTY CLERK FUND	232,233.49
231	ALLOCATION TO CC ED CENTER FUND	398,844.46
251	ALLOCATION TO SHERIFF'S OFFICE FUND	5,405,543.64
281	ALLOCATION TO NATURAL RESOURCES FUND	51,513.93
301	ALLOCATION TO HEALTH & HUMAN SERVICES FUND	3,246,856.16
302	ALLOCATION TO VIDEO LOTTERY FUND	15,068.95
312	ALLOCATION TO SPECIAL TRANSPORTATION FUND	1,160,133.18
313	ALLOCATION TO SPECIAL PROJECTS ON FEDERAL LAND FUI	185,124.10
325	ALLOCATION TO VETERANS SERVICES FUND	356,089.89
330	ALLOCATION TO LIBRARY FUND	607,221.85
380	ALLOCATION TO COUNTY SURVEYOR FUND	217,946.02
388	ALLOCATION TO COUNTY SCHOOL FUND FUND	(0.01)
390	ALLOCATION TO TOURISM DISCRETIONARY FUND	146,257.68
392	ALLOCATION TO JUSTICE CENTER FUND	10,224,282.06
398	ALLOCATION TO RISK MANAGEMENT FUND	465,527.46
401	ALLOCATION TO RESERVE FUND FUND	8,212,598.09
501	ALLOCATION TO DEBT SERVICE FUND FUND	52,231.34
602	ALLOCATION TO ALFALFA FIRE DISTRICT FUND	20.67
605	ALLOCATION TO COUNTY SCHOOLS/BONDS FUND	-
606	ALLOCATION TO CC JAIL INMATE FUND	109,102.36
607	ALLOCATION TO SHERIFF FEE ACCT FUND	1,668.14
608	ALLOCATION TO PLA Unit I SRD 2022 LEVY FUND	51.07
610	ALLOCATION TO EXTENSION SERVICE FUND	319,015.73
614	ALLOCATION TO MH PARK OMBUDSMAN FUND	-
616	ALLOCATION TO HISTORICAL FUND FUND	144,941.79
622	ALLOCATION TO CROOK/DESCHUTES ED SERV FUND	-
623	ALLOCATION TO FLAT ROCK ROAD DISTRICT FUND	10.50
624	ALLOCATION TO CC ROAD AGENCY FUND	8,915.39
630	ALLOCATION TO DESCHUTES CO RFPD #1 FUND	2.61
631	ALLOCATION TO CROOK CO RFPD #1 FUND	-
635	ALLOCATION TO HAHLEN ROAD DISTRICT FUND	61.46
636	ALLOCATION TO REDMOND F&R 2020LOL FUND	0.82

The financial information included in report is preliminary, unaudited and subject to revision upon completion of Crook County's closing and audit processes.

CROOK COUNTY TREASURER REPORT
POOLED CASH AND INVESTMENTS
all balances as of September 30, 2025

651	ALLOCATION TO OCH WEST W & S AUTHORITY FUND	258.64
664	ALLOCATION TO PARKS & RECREATION DIST FUND	3,227.57
665	ALLOCATION TO CEMETERY DISTRICT FUND	824.35
666	ALLOCATION TO VECTOR CONTROL DIST FUND	482.47
668	ALLOCATION TO JUNIPER CANYON WATER CONT FUND	68.20
676	ALLOCATION TO OR LAND INFORMATION SYSTE FUND	1,650.50
679	ALLOCATION TO PLA UNIT I SPEC ROAD DIST FUND	115.23
680	ALLOCATION TO COUNTY UNIT SCHOOL FUND	-
681	ALLOCATION TO COUNTY UNIT SCH/BOND 2013 FUND	-
682	ALLOCATION TO UNSEGREGATED TAXES FUND	547,190.96
684	ALLOCATION TO ADVANCE PMT ON TAXES FUND	171,071.48
686	ALLOCATION TO SOLAR MITIGATION FUND	630,728.10
687	ALLOCATION TO SALE OF COUNTY LANDS	32,439.58
688	ALLOCATION TO CATF/STATE HOUSING FEES FUND	84,314.43
689	ALLOCATION TO COUNTY ASSESS/TAXATION FUND	38,979.56
690	ALLOCATION TO CENTRAL OR COMM COLLEGE FUND	-
691	ALLOCATION TO CEN OR COMM COLL/B & I FUND	-
692	ALLOCATION TO CITY OF PRINEVILLE FUND	8,207.53
693	ALLOCATION TO CITY OF PVILLE/DEL SEWER FUND	32.47
694	ALLOCATION TO STATE FIRE PATROL - REG FUND	-
695	ALLOCATION TO STATE FIRE PATROL - IMP FUND	-
701	ALLOCATION TO FAIRGROUNDS FUND FUND	876,655.38
702	ALLOCATION TO LANDFILL FUND FUND	8,199,945.47
705	ALLOCATION TO AIRPORT/OPERATING FUND	2,323,814.02
708	ALLOCATION TO CROOK COUNTY WEED CONTROL FUND	271,123.20
709	ALLOCATION TO FACILITIES FUND	1,575,808.02
	TOTAL ALLOCATIONS TO FUNDS	83,129,874.30
	TOTAL POOLED CASH FUND	(83,129,874.30)
	ZERO PROOF IF ALLOCATIONS BALANCE	-

The financial information included in report is preliminary, unaudited and subject to revision upon completion of Crook County's closing and audit processes.

CROOK COUNTY TREASURER REPORT
POOLED CASH AND INVESTMENTS
all balances as of September 30, 2025

INVESTMENT ALLOCATION BY TYPE RECONCILIATION	
US TREASURIES	31,819,407.44
CORPORATE BONDS	2,921,275.00
GOVERNMENT AGENCY SECURITIES	725,913.00
US OBLIGATIONS	9,251,930.00
INTERNATIONAL BONDS	-
MUNICIPAL BONDS	1,865,683.50
TOTAL INVESTMENTS	46,584,208.94
CORE INVESTMENTS ACCOUNT AT ZIONS	(46,584,208.94)
ZERO PROOF IF ALLOCATIONS BALANCE	-

INVESTMENT VALUES	
TOTAL BOOK VALUE OF INVESTMENTS	46,584,208.94
TOTAL MARKET VALUE OF INVESTMENTS	47,889,861.70
UNREALIZED GAIN/(LOSS) ON INVESTMENTS*	1,305,652.76

*Investments are guided by the Crook County Investment Policy pursuant to ORS 294. Investments are typically held to maturity, resulting in lower risk and more predictable returns.

The financial information included in report is preliminary, unaudited and subject to revision upon completion of Crook County's closing and audit processes.

CROOK COUNTY TREASURER REPORT
POOLED CASH AND INVESTMENTS
all balances as of September 30, 2025
SECURITY AND INTEREST RATES PAID BY BANKS

FIRST INTERSTATE BANK

SECURITY ON DEPOSITS

First Interstate Bank is a qualified depository that participates in the Oregon Public Funds Collateralization Program (PFCP) which covers funds over and above the amount insured by the FDIC.

INTEREST RATE - SAVINGS ACCOUNTS

Current Month	2.20%
Prior Month	2.27%
Change	-0.07%

ZIONS BANCORPORATION

SECURITY ON DEPOSITS

Zions Bancorporation (Commerce Bank of Oregon) is a qualified depository that participates in the Oregon Public Funds Collateralization Program (PFCP) which covers funds over and above the amount insured by the FDIC. Investments and securities are not bank deposits and are not covered by FDIC or the Oregon Public Funds

INTEREST RATE - CHECKING ACCOUNTS

Current Month	0.40%
Prior Month	0.40%
Change	0.00%

LOCAL GOVERNMENT INVESTMENT POOL

SECURITY ON DEPOSITS

Investments and securities are not bank deposits and are not covered by FDIC or the Oregon Public Funds Collateralization Program (PFCP)

INTEREST RATES

Current Month	4.60%
Prior Month	4.60%
Change	0.00%

Crook County has no outstanding warrant indebtedness as of the date of this document.

Prepared by:

Christina Haron	10/7/2025
Signature	Date
Christina Haron, CPA	Finance Director
Printed Name	Title

The financial information included in report is preliminary, unaudited and subject to revision upon completion of Crook County's closing and audit processes.

AGENDA ITEM REQUEST

Date: 10/7/2025

Meeting date desired: 10/15/2025

Subject: OHP Assistance & Navigation Grant

Background and policy implications:
Crook County Health Department had these funds historically, but stepped back from the program when the grant did not adequately pay for the work being conducted and there were adequate services provided by organizations in the community.

This grant will allow us to provide community-based targeted outreach to individuals and families that are eligible to access health coverage through OHP and provide direct enrollment assistance and system navigation to consumers regardless of health coverage eligibility.

With anticipated federal cuts to Medicare/Medicaid and increased requirements for maintaining coverage, we applied and have been offered funds to begin offering these services again at the Health Department.

Budget/fiscal impacts:
While historic grant funding for this program did not adequately cover expenses, this award is larger, and we have changed how we implement the program. We will have multiple staff cross trained in OHP assistance and navigation, reducing overall cost and increasing sustainability of current staff.
The term of this grant is July 1, 2025 – June 30, 2027 for $100,000

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

Presenters:
Katie Plumb, Health & Human Services Director

Legal review (only if requested):
Yes

Elected official sponsor (if applicable):

Grant Agreement Number PO-44300-00049319

STATE OF OREGON
GRANT AGREEMENT

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

This Agreement is between the State of Oregon, acting by and through its Oregon Health Authority, hereinafter referred to as "**OHA**," and

Crook County
Acting by and through its Crook County Health & Human Services
375 NW Beaver Street, Suite 100
Prineville, Oregon 97754
Attention: Will VanVactor, County Manager
Telephone: 541-447-6555
E-mail address: will.vanvactor@crookcountyor.gov

hereinafter referred to as "**Recipient**."

The program to be supported under this Agreement relates principally to OHA's

External Relations Division
Office of Community Health and Engagement
500 Summer Street NE
Salem, Oregon 97301
Grant Administrator: Cristian Cosgrove or delegate
Telephone: 503-891-3367
E-mail address: cristian.cosgrove2@oha.oregon.gov

1. **Effective Date and Duration.** This Agreement will become effective on the last date all required signatures in Section 6, below have been obtained. Recipient's performance of the program described in Exhibit A, Part 1, Program Description may start on **July 1, 2025**, will be governed by the terms and conditions herein, and for such expenses incurred by Recipient may be reimbursed once the Agreement is effective in accordance with the schedule of payments in Exhibit A, Part 3, Disbursement and Financial Reporting. Unless extended or terminated earlier in accordance with its terms, this Agreement will expire on **June 30, 2027**. Agreement termination will not extinguish or prejudice OHA's right to enforce this Agreement with respect to any default by Recipient that has not been cured.

2. **Agreement Documents**.

   a. This Agreement consists of this document and includes the following listed exhibits which are incorporated into this Agreement:

   (1) Exhibit A, Part 1: Program Description
   (2) Exhibit A, Part 2: Standards
   (3) Exhibit A, Part 3: Disbursement and Financial Reporting
   (4) Exhibit B: Standard Terms and Conditions
   (5) Exhibit C: Insurance Requirements
   (6) Exhibit D: Federal Terms and Conditions

   There are no other Agreement documents unless specifically referenced and incorporated into this Agreement.

   b. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The documents comprising this Agreement shall be in the following descending order of precedence: this Agreement less all exhibits, Exhibits D, B, A, and C.

3. **Grant Disbursement Generally**. The maximum not-to-exceed amount payable to Recipient under this Agreement, which includes any allowable expenses, is **$100,000.00**. OHA will not disburse grant to Recipient in excess of the not-to-exceed amount and will not disburse grant until this Agreement has been signed by all parties. OHA will disburse the grant to Recipient as described in Exhibit A.

4. **Subrecipient Determination**. In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.104, OHA's determination is that:

   ☐ Recipient is a subrecipient ☒ Recipient is a contractor ☐ Not applicable

   Assistance Listings number(s) of federal funds to be paid through this Agreement: 93.778 and 93.767

5. Recipient Information and Certification.

a. Recipient Information. Recipient shall provide the information set forth below.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION

Recipient Name (exactly as filed with the IRS): County of Crook

Street address: 300 NE 3rd Street

City, state, zip code: Prineville, OR 97754

Email address: katie.plumb@crookcountyor.gov

Telephone: (541) 447-5165 Fax: ( )

Is Recipient a nonresident alien, as defined in 26 USC § 7701(b)(1), a foreign person, or a foreign entity? *(Check one box)*: ☐ YES ☒ NO

Business Designation. (*Check one box*):

☐ Professional Corporation	☐ Nonprofit Corporation	☐ Limited Partnership
☐ Limited Liability Company	☐ Limited Liability Partnership	☐ Sole Proprietorship
☐ Corporation	☐ Partnership	☒ Other

Recipient Proof of Insurance. Recipient shall provide the following information upon submission of the signed Agreement. All insurance listed herein and required by Exhibit C, must be in effect prior to Agreement execution.

If Recipient is self-insured for any of the Insurance Requirements specified in Exhibit C of this Agreement, Recipient may so indicate by: (i) writing "Self-Insured" on the lines below; and (ii) submitting a certificate of insurance as required by Exhibit C.

Commercial General Liability Insurance Company: _____

Policy #: _____ Expiration Date: _____

Automobile Liability Insurance Company: _____

Policy #: _____ Expiration Date: _____

Workers' Compensation. Does Recipient have any subject workers, as defined in ORS 656.027? *(Check one box):* ☐ YES ☐ NO *If YES, provide the following information:*

Workers' Compensation Insurance Company: _____

Policy #: _____ Expiration Date: _____

b. Certification. Without limiting the generality of the foregoing, by signature on this Agreement, the undersigned hereby certifies under penalty of perjury that:

(1) Recipient is in compliance with all insurance requirements in Exhibit C of this Agreement and notwithstanding any provision to the contrary, Recipient shall deliver to the OHA Agreement Administrator (see page one of this Agreement) the required Certificate(s) of Insurance within 30 days of execution of this Agreement. By certifying compliance with all insurance as required by this Agreement, Recipient acknowledges it may

be found in breach of the Agreement for failure to obtain required insurance. Recipient may also be in breach of the Agreement for failure to provide Certificate(s) of Insurance as required and to maintain required coverage for the duration of the Agreement;

(2) Recipient acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) that is made by (or caused by) the Recipient and that pertains to this Agreement or to the project for which the grant activities are being performed. Recipient certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. The Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Recipient, in addition to any remedies that may be available to OHA under the Agreement;

(3) The information shown in this Section 5.a., "Recipient Information", is Recipient's true, accurate and correct information;

(4) To the best of the undersigned's knowledge, Recipient has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;

(5) Recipient and Recipient's employees and agents are not included on the list titled "Specially Designated Nationals" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: *https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx*;

(6) Recipient is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Non-procurement Programs" found at: *https://www.sam.gov/SAM*;

(7) Recipient is not subject to backup withholding because:

(a) Recipient is exempt from backup withholding;

(b) Recipient has not been notified by the IRS that Recipient is subject to backup withholding as a result of a failure to report all interest or dividends; or

(c) The IRS has notified Recipient that Recipient is no longer subject to backup withholding.

(8) Recipient's Federal Employer Identification Number (FEIN) or Social Security Number (SSN) provided to OHA is true and accurate. If this information changes, Recipient shall provide OHA with the new FEIN or SSN within 10 days.

RECIPIENT, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT RECIPIENT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

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

Crook County
Acting by and through its Crook County Health & Human Services
By:

Authorized Signature	Printed Name
Title	Date

State of Oregon, acting by and through its Oregon Health Authority
By:

Authorized Signature	Printed Name
Title	Date

Approved for Legal Sufficiency
Not required per OAR 134-045-0030(1)(b)

EXHIBIT A

Part 1

1. Program Goals and Objectives

   Grant funds will be used to support the following goals and objectives:

   a. Conduct outreach activities to inform local communities of health coverage options and methods of applying primarily for public coverage through the Oregon ONE Eligibility System.

   b. Target geographic areas with high rates of uninsured and underinsured, including rural areas; racial, ethnic and language minority communities and populations with additional barriers to accessing health care, such as those with physical, cognitive, sensory or mental disabilities, chemical dependency, socioeconomic challenges and those experiencing homelessness.

   c. Conduct community-based outreach to inform all underserved communities in the state of Oregon, particularly including, but not limited to, the Latino community, immigrant children and teens (younger than 19 years of age), families of new eligibility criteria for the Oregon Health Plan and methods of applying and families whose household income is up to and including 305% of the federal poverty level (FPL). This includes but is not limited to youth with Deferred Action for Childhood Arrivals (DACA) status and those only previously eligible for Citizen Waived Medical (CWM) or CWM Plus benefits in Oregon.

   d. Provide assistance in applying for health coverage, both public coverage through ONE, and private coverage through the Oregon Health Insurance Marketplace.

   e. Employ trained and certified application assisters and CHWs on staff, available to the public. Staff will maintain certification as required by OHA.

   f. Develop and implement system navigation strategies to overcome the barriers to completing applications, using Oregon Health Plan (OHP) coverage, and navigating both OHP and Coordinated Care Organization (CCO) systems.

   g. Collaborate with local community organizations and establish information-sharing processes to facilitate outreach, enrollment and system navigation assistance.

   h. Participate in meetings, trainings (in person and online), and conferences as required by OHA.

   i. Distribute OHA-approved promotional, educational, and marketing materials to target populations.

   j. Educate clients and local communities to improve navigation of health insurance systems and health insurance literacy.

   k. Provide one-on-one system navigation sessions post-submission of Medicaid application.

2. Work Plan

Recipient shall perform outreach, enrollment and system navigation activities including, but not limited to the following OHA approved work plan for the period beginning July 1, 2025 and ending June 30, 2027. Upon written approval, OHA and Recipient may agree to alter the approved work plan at any time.

Recipient may change the individuals listed in the "Staff Responsible" column without amending this Agreement by notifying the OHA Agreement Administrator in writing. However, such staff changes will be included in future amendments, if any, to the Agreement.

Recipient's Work Plan		
Outreach		
Goals	Objectives / Activities	Staff Responsible
Goal #1: Expand Outreach and Education to inform Crook County residents about health coverage options and methods for applying.	**Objective #1:** Increase awareness of health coverage options and application methods among underserved communities in Crook County by June 30, 2027. ***Activity #1a:*** Participate in 1 community event per month to provide informational sessions and outreach, including but not limited to, local county fair, school events, Holiday Partnership, for a total of 24 events by June 30, 2027. ***Activity #1b:*** Conduct weekly newspaper and/or social media campaigns in (English/Spanish). Social media campaigns can target specific demographic information, which would be utilized in optimizing advertising to uninsured populations. by June 30, 2027. There will be a total of 39 weeks of newspaper and social media campaigns. ***Activity #1c:*** Update Crook County Health Department website to include information about insurance enrollment and additional supports by September 1, 2025.	Primary Oversite: Camille Day – Deputy Director ***Activity #1a:*** To be hired – Clinic Community Health Worker (CHW) ***Activity #1b:*** To be hired – Clinic CHW - Shelby Fisher – Prevention & Health Promotion CHW ***Activity #1c:*** To be hired – Clinic CHW

Goals	Objectives / Activities	Staff Responsible
Goal #2: Strengthen community partnerships and collaboration to increase information sharing to facilitate outreach, enrollment, and system navigation across organizational networks.	**Objective #2:** Build 3 new partnerships with local organizations to increase referral efforts and health coverage education by June 30, 2027. ***Activity #2a:*** Re-visit all community partners with materials/packets to increase outreach, enrollment and system navigation assistance by December 15, 2025. ***Activity #2b:*** Identify and build at least three new partnerships with organizations serving Crook County residents and families that are eligible to access health coverage through OHP by June 30, 2027.	Primary Oversite: Camille Day – Deputy Director ***Activity #2a:*** To be hired – Clinic CHW - Shelby Fisher – CHW ***Activity #2b:*** To be hired – Clinic CHW - Camille Day – Deputy Director
Goal #3: Distribute approved educational materials and promote awareness.	**Objective #3:** Improve health literacy and awareness of the Oregon Health Plan through culturally and linguistically appropriate materials by June 30, 2027. ***Activity #3a:*** Distribute OHA-approved flyers, brochures, and digital materials in at least two languages to at least 10 of the following locations: local grocery stores, clinics, behavioral health clinics, childcare facilities, hospital, library, schools, churches, and community-based organizations such as the Latino Community Association, ensuring accessibility to diverse populations by June 30, 2026. ***Activity #3b:*** Organize annual enrollment drives in high-uninsured neighborhoods, partnering with faith-based organizations, schools in Crook County, and nonprofits to co-host events. Provide bilingual support for Spanish and translation services for other languages, including American Sign Language, to ensure accessibility and education for all starting September 1, 2025. • Enrollment Drive #1 November 1 through December 30, 2025 • Enrollment Drive #2 November 1 through December 30, 2026	Primary Oversite: Camille Day – Deputy Director ***Activity #3a:*** To be hired – CHW - Shelby Fisher – CHW & social media support - Camille Day – Deputy Director ***Activity #4a:*** Events Team: Stephanie O'Neal – Supervisor, Shelby Fisher – CHW

Enrollment		
Goals	Objectives / Activities	Staff Responsible
Goal #4: Increase enrollment among vulnerable populations.	**Objective #4:** By June 30, 2027, Recipient will complete a total of 678–918 Oregon Health Plan (OHP) applications and case reinstatements. Recipient will provide enrollment assistance to at least 10 individuals in the first month, increasing by 3 individuals each month until reaching 32–48 individuals per month. This service level (32–48 individuals monthly) will be maintained from month 9 through project completion on June 30, 2027.	Primary Oversite: Camille Day – Deputy Director To be hired – Clinic CHW/ Assister Rita Rhoden – Perinatal Care Coordinator/CHW/Assister
System Navigation		
Goals	Objectives / Activities	Staff Responsible
Goal #5: Enhance system navigation and health literacy.	**Objective #5:** By June 30, 2027, Recipient will have completed at least 600 healthcare system navigation encounters (25 per month). This includes assisting with OHP enrollment, discussing healthcare system education topics, providing Coordinated Care Organization navigation assistance, helping clients schedule appointments, and completing follow-ups. ***Activity #5a:*** Implement a follow-up process to provide one-on-one navigation sessions within 30 days post-enrollment, helping clients understand their benefits and find providers in their network by June 30, 2027.	Primary Oversite: Camille Day – Deputy Director ***Activity #5a:*** To be hired – Clinic CHW/ Assister Rita Rhoden – Perinatal Care Coordinator/CHW/Assister

EXHIBIT A

Part 2
Required Standards

1. Required Standards

   Recipient shall follow all required Cultural Competency, Organization and Application Assister Standards. The following standards are not intended to be all-inclusive.

   a. Cultural Competency Standards

      Consistent with the philosophy that attaining cultural and linguistic competence is an ongoing, developmental process, there are some indicators that are required to be in place on the day operations begin.

      (1) Demonstrate the alternatives and options available for consumers requesting application assistance that accommodates individual preference, cultural and linguistic differences or people with disabilities or facing other barriers.

      (2) Demonstrate the existence of policies and procedures for meeting consumer language needs.

      (3) Demonstrate in-person, phone, and electronic consumer access to bilingual-bicultural staff for the languages and cultures of the target populations being served.

      (4) Identify populations whose primary language is other than English by region or county within the regions served.

      (5) Demonstrate how consumers whose primary language is other than English, but not a language broadly available, will be assisted to secure or link to appropriate services. Also demonstrate the progressive steps to assist these consumers to obtain services in their primary language.

      (6) Availability of culturally and linguistically appropriate written information for identified consumer populations. Literature shall read at the sixth-grade reading level.

      (7) Demonstrate an approach to informing consumers of the availability of cultural and linguistic services and programs.

      (8) Demonstrate willingness to partner with other organizations.

      (9) Assess factors and develop a plan to facilitate the ease with which culturally diverse populations can obtain services. Such factors should include location, hours of operation or other relevant areas; adapting physical facilities to be comfortable and inviting to persons of diverse cultural back grounds; locating facilities in settings that are non-threatening, including co-location of services or partnerships with community groups. May include travel to the consumer or providing services off-site.

b. Organization Standards

Recipient shall not:

(1) Offer or provide any gift, favors or other inducement (including food) to Applicants without prior approval from OHA.

(2) Accept money or premium payments.

(3) Submit eligibility or enrollment information without first obtaining an OHA approved consent form from the Applicant.

(4) Divulge any personal information obtained while assisting an Applicant with an application for purposes other than enrollment assistance.

(5) Invite or influence an individual or his/her dependents to separate from any health insurance plan or arrange for this to occur.

(6) Allow any person who has not passed a criminal history check through OHA's required process to perform services under this Grant Agreement.

(7) Provide inaccurate, misleading or coercive oral or written information or materials.

(8) Encourage Applicants to include on the application any false or misleading information regarding income, residency, alienage and other eligibility information.

c. Application Assister Standards

(1) All Application Assisters and CHWs will be trained and certified as required by OHA. Potential Application Assisters and CHWs must complete the required Oregon specific training(s). Training and certification must be renewed as required by OHA.

(2) Application Assisters and CHWs will provide information about available public and private health insurance coverage options to potentially eligible Oregonians. The information shall, at a minimum, include an explanation of the role of an Application Assister and CHWs.

(3) The Application Assister or CHW shall encourage Applicants to provide accurate and truthful information, and shall not attempt to pre-determine consumer eligibility, or make any assurances regarding the eligibility of a consumer for any health coverage option.

(4) All Application Assisters and CHWs will provide enrollment assistance through ONE, including HealthCare.gov resources as applicable. Assistance will be provided both to new applicants and to applicants seeking to renew coverage.

(5) The Application Assister or CHW shall obtain appropriate permissions from the Applicant prior to helping the Applicant to submit an application. Application Assisters and CHWs will provide a copy of and explain the OHA approved consent form. A signed copy of the consent form must be kept on file by the Recipient.

(6) In a secure and locked manner, the Application Assister or CHW shall maintain for six years, copies of all records including, but not limited to, paper applications submitted on a consumer's behalf and the consent form if applying online, related to

enrollment assistance, whether in paper, electronic or other form. Access to these records shall be limited to authorized personnel only, including OHA or its delegates.

(7) The Application Assister or CHW shall provide unbiased health coverage choice counseling using filters embedded in the online application and information provided by OHA or its delegates. If a consumer needs additional assistance choosing a qualified health plan, the Application Assister or CHW shall refer the applicant to a certified agent.

(8) The Application Assister or CHW shall disclose any relationships the Application Assister, CHW, or organization has with insurers, their subsidiaries, or other conflicts of interest as defined by OHA.

(9) The Application Assister or CHW shall assist clients to navigate both Oregon Health Plan and Coordinated Care Organization systems.

EXHIBIT A

Part 3

Disbursement and Financial Reporting

1. Disbursement of Grant Funds

During the period specified in Section 1., "Effective Date and Duration", of this Agreement, OHA will disburse to Recipient, a maximum not-to-exceed amount as specified in Section 3., "Grant Disbursement Generally" of this Agreement, to be disbursed as follows:

OHA will only reimburse Recipient for activities competed upon receipt and approval of monthly reports and invoices submitted by Recipient in accordance with Exhibit A, Part 3, Disbursement and Financial Reporting Section 2.b, Required Reporting and Invoices.

2. Recipient Reporting and Invoices

a. Recipient shall submit monthly reports and invoices in the format required by OHA. Invoices must be submitted using an OHA-approved or provided template.

b. Monthly reports will include information regarding encounters with clients, OHA/ODHS case encounters, the county in which Grant activities took place, and other metrics in accordance with guidance provided from time to time by OHA, in addition to any other information that OHA may require.

3. Budget Categories

a. Personnel Expenses
Personnel Expenses are limited to expenses for staff working directly on this project. The name and title for staff directly performing Program activities are listed in the Work Plan. No more than 10% of the total FTE may include positions assigned to provide administrative support or oversight. "Administrative support and oversight" refers to a range of tasks, functions, and services that are provided to assist individuals, departments, or organizations in their day-to-day administrative and operational activities, but is separate from indirect administrative expenses, referred to in paragraph e. below, because these activities are performed by Recipient's staff. Lead agencies and all coalition members must provide direct application assistance. Expenses for legal counsel, accounting, facilities, and similar expenses are not considered Personnel Expenses for this Program.

b. Travel Expenses
Travel expenses are limited to state rates for non-represented employees in effect at the time the expenses are incurred. All travel shall be conducted in the most efficient and cost-effective manner resulting in the best value to the State. Personal expenses shall not be authorized at any time. Only local travel is authorized. OHA may pay travel expenses only at the rates and in accordance with the reimbursement procedures set forth in the Oregon Accounting Manual, as amended from time to time and currently available at:
http://www.oregon.gov/DAS/CFO/SARS/policies/oam/40.10.00.pdf

OHA may reimburse for out-of-town travel on a case-by-case basis if travel is pre-approved for OHA workshops or training. Out-of-state travel expenses will not be reimbursed.

c. Outreach, Enrollment and System Navigation Expenses
OHA will reimburse for costs for approved outreach, enrollment and system navigation materials. OHA will provide flyers and limited other materials that may be used for this project. Materials will be available in multiple languages with customizable versions for organizations to add contact information.

d. Office space and furniture
OHA will not fund office space directly. It is expected that Recipient will provide this in-kind.

e. Indirect/Administrative Expenses
Up to 15% of the total approved budget may be used to cover Indirect/Administrative Costs. “Indirect administrative expenses" refers to the costs and expenditures incurred by Recipient, but not including staff costs covered under paragraph a above, that are not directly tied to completion of the Grant Activities but are necessary for the Recipient’s overall operation and management. These expenses are often referred to as overhead costs and are essential for Recipient’s day-to-day functioning.

4. Budget Transfers

Recipient may reallocate up to 10% of the budgeted amount for a line item of the OHA-approved budget, to another line item(s) in the OHA-approved budget, without OHA’s approval.

In the event Recipient adjusts its line-item budget as described, Recipient shall report such adjustment in writing to OHA with its next monthly expenditure report after making the adjustment.

Recipient may not reallocate any amount from any line item of the OHA-approved budget in an aggregate amount greater than 10% of the amount for that line item, to another line item(s) in the OHA-approved budget, without OHA approval.

5. Budget Table

Approved budget for the period beginning July 1, 2025 and ending June 30, 2027.

Recipient's Approved Budget	
Expenses	**Amount**
Personnel Expenses	
Personnel	$49,839.00
Benefits	$34,062.00
Total Personnel Expenses	**$83,901.00**
Travel Expenses	
Mileage – @ current State of Oregon rate	$380.00
Total Travel Expenses	**$380.00**
Outreach, Enrollment, and System Navigation Expenses	
Advertisements	$5,636.00
Printing	$392.09
Telephone	$600.00
Total Outreach, Enrollment, and System Navigation Expenses	**$6,628.09**
Subtotal Expenses	**$90,909.09**
Indirect/Administrative Expenses	**$9,090.91**
Total Proposed Budget	**$100,000.00**

* OHA may request documentation at any time related to the proposed budget and expenses.
* No single month's expenses may exceed 9% of the total award, to ensure continued grant activity throughout the grant period.

EXHIBIT B

Standard Terms and Conditions

1. **Governing Law, Consent to Jurisdiction**. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between OHA or any other agency or department of the State of Oregon, or both, and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of the jurisdiction of any court or of any form of defense to or immunity from any Claim, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise. 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. This Section shall survive expiration or termination of this Agreement.

2. **Compliance with Law**. Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Recipient and this Agreement. This Section shall survive expiration or termination of this Agreement.

3. **Independent Parties; Conflict of Interest**.

   a. Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

   b. If Recipient is currently performing work for the State of Oregon or the federal government, Recipient by signature to this Agreement, represents and warrants that Recipient's participation in this Agreement creates no potential or actual conflict of interest as defined by ORS Chapter 244 and that no statutes, rules or regulations of the State of Oregon or federal agency for which Recipient currently performs work would prohibit Recipient's participation under this Agreement. If disbursement under this Agreement is to be charged against federal funds, Recipient certifies that it is not currently employed by the federal government.

4. **Grant Funds; Disbursements**.

   a. Recipient is not entitled to compensation under this Agreement by any other agency or department of the State of Oregon. Recipient understands and agrees that OHA's participation in this Agreement is contingent on OHA receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow OHA, in the exercise of its reasonable administrative discretion, to participate in this Agreement.

   b. **Disbursement Method**. Disbursements under this Agreement will be made by Electronic Funds Transfer (EFT). Upon request, Recipient shall provide its taxpayer identification number (TIN) and other necessary banking information to receive EFT disbursement. Recipient shall maintain at its own expense a single

financial institution or authorized disbursement agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all disbursements under this Agreement. Recipient shall provide this designation and information on a form provided by OHA. In the event that EFT information changes or the Recipient elects to designate a different financial institution for the receipt of any disbursement made using EFT procedures, the Recipient shall provide the changed information or designation to OHA on an OHA-approved form. OHA is not required to make any disbursement under this Agreement until receipt of the correct EFT designation and disbursement information from the Recipient.

5. **Recovery of Overpayments**. Any funds disbursed to Recipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement "Misexpended Funds" or that remain unexpended on the earlier of termination or expiration of this Agreement "Unexpended Funds" must be returned to OHA. Recipient shall return all Misexpended Funds to OHA promptly after OHA's written demand and no later than 15 days after OHA's written demand. Recipient shall return all Unexpended Funds to OHA within 14 days after the earlier of termination or expiration of this Agreement. OHA, in its sole discretion, may recover Misexpended or Unexpended Funds by withholding from payments due to Recipient such amounts, over such periods of time, as are necessary to recover the amount of the overpayment. Prior to withholding, if Recipient objects to the withholding or the amount proposed to be withheld, Recipient shall notify OHA that it wishes to engage in dispute resolution in accordance with Section 13 of this Exhibit.

6. **Ownership of Work Product**. Reserved.

7. **Indemnity**. RECIPIENT SHALL DEFEND (SUBJECT TO ORS CHAPTER 180) SAVE, HOLD HARMLESS, AND INDEMNIFY THE STATE OF OREGON AND OHA AND THEIR OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEYS FEES, RESULTING FROM, ARISING OUT OF, OR RELATING TO THE ACTIVITIES OF RECIPIENT OR ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AGENTS UNDER THIS AGREEMENT.

THIS SECTION SHALL SURVIVE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

8. **Default; Remedies; Termination**.

a. Default by Recipient. Recipient shall be in default under this Agreement if:

(1) Recipient institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis; or

(2) Recipient no longer holds a license or certificate that is required for Recipient to perform its obligations under the Agreement and Recipient has not obtained such license or certificate within 14 calendar days after

OHA's notice or such longer period as OHA may specify in such notice; or

(3) Recipient commits any material breach or default of any covenant, warranty, obligation or agreement under this Agreement, fails to perform any obligation under this Agreement within the time specified herein or any extension thereof, or so fails to pursue performance of any obligation as to endanger Recipient's performance under this Agreement in accordance with its terms, and such breach, default or failure is not cured within 14 calendar days after OHA's notice, or such longer period as OHA may specify in such notice.

b. OHA's Remedies for Recipient's Default. In the event Recipient is in default under Section 8.a., OHA may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to:

(1) termination of this Agreement under Section 8.e.(2);

(2) withholding all or part of monies not yet disbursed by OHA to Recipient;

(3) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief; or

(4) exercise of its right of recovery of overpayments under Section 5. of this Exhibit B.

These remedies are cumulative to the extent the remedies are not inconsistent, and OHA may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If a court determines that Recipient was not in default under Section 8.a., then Recipient shall be entitled to the same remedies as if this Agreement was terminated pursuant to Section 8.e.(1).

c. Default by OHA. OHA shall be in default under this Agreement if OHA commits any material breach or default of any covenant, warranty, or obligation under this Agreement, and such breach or default is not cured within 30 calendar days after Recipient's notice or such longer period as Recipient may specify in such notice.

d. Recipient's Remedies for OHA's Default. In the event OHA terminates the Agreement under Section 8.e.(1), or in the event OHA is in default under Section 8.c. and whether or not Recipient elects to exercise its right to terminate the Agreement under Section 8.e.(3), Recipient's sole monetary remedy will be a claim for unpaid invoices or for reimbursement or disbursement of funds authorized by this Agreement but not yet invoiced. In no event shall OHA be liable to Recipient for any expenses related to termination of this Agreement or for anticipated profits or loss.

e. Termination.

(1) OHA's Right to Terminate at its Discretion. At its sole discretion, OHA may terminate this Agreement:

(a) For its convenience upon 30 days' prior written notice by OHA to Recipient;

(b) Immediately upon written notice if OHA fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to continue supporting the program; or

(c) Immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that OHA's support of the program under this Agreement is prohibited or OHA is prohibited from paying for such support from the planned funding source.

(d) Immediately upon written notice to Recipient if there is a threat to the health, safety, or welfare of any person receiving funds or benefitting from services under this Agreement "OHA Client", including any Medicaid Eligible Individual, under its care.

(2) OHA's Right to Terminate for Cause. In addition to any other rights and remedies OHA may have under this Agreement, OHA may terminate this Agreement immediately upon written notice to Recipient, or at such later date as OHA may establish in such notice if Recipient is in default under Section 8.a.

(3) Recipient's Right to Terminate for Cause. Recipient may terminate this Agreement upon 30 days written notice to OHA or at such later date as Recipient may establish in such notice, if OHA is in default under Section 8.c. and OHA fails to cure such default within 30 calendar days after OHA receives Recipient's notice or such longer period as Recipient may specify in such notice.

(4) Mutual Termination. The Agreement may be terminated immediately upon mutual written consent of the parties or at such other time as the parties may agree in the written consent.

(5) Return of Property. Upon termination of this Agreement for any reason whatsoever, Recipient shall immediately deliver to OHA all of OHA's property that is in the possession or under the control of Recipient at that time. This Section 8.e.(5) survives the expiration or termination of this Agreement.

(6) Effect of Termination. Upon receiving a notice of termination of this Agreement or upon issuing a notice of termination to OHA, Recipient shall immediately cease all activities under this Agreement unless, in a notice issued by OHA, OHA expressly directs otherwise.

9. **Insurance**. Recipient shall maintain insurance as set forth in Exhibit C, attached hereto.

10. **Records Maintenance, Access**. Recipient shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Recipient shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient, whether in paper, electronic or other form, that are pertinent to this Agreement, in such a manner as to clearly document Recipient's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Recipient acknowledges and agrees that OHA and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts. Recipient shall retain and keep accessible all Records for the longest of:

a. Six years following final disbursement and termination of this Agreement;

b. The period as may be required by applicable law, including the records retention schedules set forth in OAR Chapter 166; or

c. Until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement.

11. **Information Privacy/Security/Access**. If this Agreement requires or allows Recipient or, when allowed, its subcontractor(s), to access or otherwise use any OHA Information Asset or Network and Information System in which security or privacy requirements apply, and OHA grants Recipient, its subcontractor(s), or both access to such OHA Information Assets or Network and Information Systems, Recipient shall comply and require its subcontractor(s) to which such access has been granted to comply with the terms and conditions applicable to such access or use, including OAR 943-014-0300 through OAR 943-014-0320, as such rules may be revised from time to time. For purposes of this Section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.

12. **Assignment of Agreement, Successors in Interest**.

a. Recipient shall not assign or transfer its interest in this Agreement without prior written consent of OHA. Any such assignment or transfer, if approved, is subject to such conditions and provisions required by OHA. No approval by OHA of any assignment or transfer of interest shall be deemed to create any obligation of OHA in addition to those set forth in this Agreement.

b. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties, their respective successors, and permitted assigns.

13. **Resolution of Disputes**. The parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. This Section shall survive expiration or termination of this Agreement.

14. **Subcontracts**. Recipient shall not enter into any subcontracts for any part of the program supported by this Agreement without OHA's prior written consent. In addition to any other provisions OHA may require, Recipient shall include in any permitted subcontract under this Agreement provisions to ensure that OHA will receive the benefit of subcontractor activity(ies) as if the subcontractor were the Recipient with respect to Sections 1, 2, 3, 6, 7, 9, 10, 11, 12, 14, 15, and 16 of this Exhibit B. OHA's consent to any subcontract shall not relieve Recipient of any of its duties or obligations under this Agreement.

15. **No Third Party Beneficiaries**. OHA and Recipient are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement. This Section shall survive expiration or termination of this Agreement.

16. **Severability**. The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid. This Section shall survive expiration or termination of this Agreement.

17. **Notice**. Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, e-mail, or mailing the same, postage prepaid to Recipient or OHA at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may indicate pursuant to this Section. Any communication or notice so addressed and mailed by regular mail shall be deemed received and effective five days after the date of mailing. Any communication or notice delivered by e-mail shall be deemed received and effective five days after the date of e-mailing. Any communication or notice delivered by facsimile shall be deemed received and 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. Notwithstanding the foregoing, to be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party. Any communication or notice given by personal delivery shall be deemed effective when actually delivered to the addressee.

OHA: Office of Contracts and Procurement
500 Summer Street NE, E-03
Salem, Oregon 97301
Telephone: 503-945-5818
Fax: 503-378-4324

This Section shall survive expiration or termination of this Agreement.

18. **Headings**. The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.

19. **Amendments; Waiver; Consent**. OHA may amend this Agreement to the extent provided herein, the solicitation document, if any from which this Agreement arose, and to the extent permitted by applicable statutes and administrative rules. No amendment, waiver, or other consent under this Agreement shall bind either party unless it is in writing and signed by both parties and when required, approved by the Oregon Department of Justice. Such amendment, waiver, or consent shall be effective only in the specific instance and for the specific purpose given. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. This Section shall survive the expiration or termination of this Agreement.

20. **Merger Clause**. This Agreement constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein, regarding this Agreement.

EXHIBIT C

Insurance Requirements

Recipient shall require its first-tier Contractor(s) (Contractor) that are not units of local government as defined in ORS 190.003, if any, to:

i) obtain the insurance specified and meet the requirements under ADDITIONAL INSURED, CONTINUOUS CLAIMS MADE COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the Contractor(s) perform under contracts between Recipient 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 authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to OHA.

Recipient shall not authorize Contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient 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, terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event, shall Recipient permit a Contractor to work under a Subcontract when Recipient 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 Recipient directly enters into a contract. It does not include a subcontractor with which the Contractor enters into a contract. If Contractor maintains broader coverage and/or higher limits than the minimums shown in this insurance requirement exhibit, OHA requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor.

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide Workers' Compensation Insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain Employers' Liability Insurance coverage with limits not less than $500,000 each accident. If Contractor is an employer subject to any other state's workers' compensation law, Contactor shall provide Workers' compensation Insurance coverage for its employees as required by applicable workers' compensation laws including Employers' Liability Insurance coverage with limits not less than $500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements. As applicable, Contractor shall obtain coverage to discharge all responsibilities and liabilities that arise out of or relate to the Jones Act with limits of no less than $5,000,000 and/or the Longshoremen's and Harbor Workers' Compensation Act.

COMMERCIAL GENERAL LIABILITY

Contractor shall provide Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State of Oregon. This insurance must include personal and advertising injury liability, products and completed

operations, contractual liability coverage for the indemnity provided under the Contract, and have no limitation of coverage to designated premises, project, or operation. Coverage must be written on an occurrence basis in an amount of not less than $1,000,000 per occurrence and not less than $2,000,000 annual aggregate limit.

AUTOMOBILE LIABILITY
☒ **Required** ☐ **Not required**
Contractor shall provide Automobile Liability Insurance covering Contractor's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than $2,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal Automobile Liability Insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

EXCESS/UMBRELLA INSURANCE
A combination of primary and Excess/Umbrella insurance may be used to meet the required limits of insurance. When used, all of the primary and Excess or Umbrella policies must provide all of the insurance coverages required herein, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Excess or Umbrella policies must be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying insurance. No insurance policies maintained by the Additional Insureds, whether primary or Excess, and which also apply to a loss covered hereunder, are to be called upon to contribute to a loss until the Contractor's primary and Excess liability policies are exhausted. If Excess/Umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the Excess/Umbrella insurance.

ADDITIONAL COVERAGE REQUIREMENTS
Contractor's insurance shall be primary and non-contributory with any other insurance. Contractor shall pay for all deductibles, self-insured retention (SIR), and self-insurance, if any.

ADDITIONAL INSURED
All liability insurance, except for Workers' Compensation, Professional Liability, Directors and Officers Liability and Network Security and Privacy Liability (if applicable), required under the Subcontract must include an Additional Insured Endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's services to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance. Regarding Additional Insured status under the General Liability policy, the State of Oregon requires Additional Insured status with respect to liability rising out of ongoing operations and completed operations. The Additional Insured Endorsement with respect to liability arising out of Contractor's ongoing operations must be on or at least as broad as ISO Form CG 20 10 and the Additional Insured endorsement with respect to completed operations must be on or at least as broad as ISO form CG 20 37.

WAIVER OF SUBROGATION
Contractor shall waive rights of subrogation which Contractor or any insurer of Contractor may acquire against the Recipent or State of Oregon by virtue of the payment of any loss. Contractor must obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies

regardless of whether or not Recipient or State of Oregon has received a waiver of subrogation endorsement from the Contractor or the Contractor's insurer(s).

CONTINUOUS CLAIMS MADE COVERAGE
If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Contractor shall maintain Continuous Claims Made coverage, provided the effective date of the Continuous Claims Made coverage is on or before the effective date of the Contract, for a minimum of 24 months following the later of:

(i) Contractor's completion and OHA/Recipient's acceptance of all Services required under the Contract, or
(ii) Recipient or Contractor's termination of the Contract, or
(iii) The expiration of all warranty periods provided under the Contract.

CERTIFICATE(S) AND PROOF OF INSURANCE
Recipient shall obtain from the Contractor a Certificate(s) of Insurance for all required insurance before Contractor delivers any goods and performs any Services required under the Contract. The Certificate(s) must list the State of Oregon, its officers, employees, and agents as a certificate holder and as an endorsed Additional Insured. The Certificate(s) of Insurance must also include all required endorsements or copies of the applicable policy language effecting coverage required by the Contract. If Excess/Umbrella Insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the Excess/Umbrella Insurance. As proof of insurance, OHA/Recipient has the right to request copies of insurance policies and endorsements relating to the insurance requirements in the Contract.

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

INSURANCE REQUIREMENT REVIEW
Contractor agrees to periodic review of insurance requirements by OHA/Recipient under the Contract and to provide updated requirements as mutually agreed upon by Contractor and OHA/Recipient.

STATE ACCEPTANCE
All insurance providers are subject to OHA/Recipient acceptance. If requested by OHA/Recipient, Contractor shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to OHA/Recipient's representatives responsible for verification of the insurance coverages required under the Contract.

EXHIBIT D

Federal Terms and Conditions

General Applicability and Compliance. Unless exempt under 45 CFR Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, #136), or other federal provisions, Recipient shall comply and, as indicated, cause all subcontractors to comply with the following federal requirements to the extent that they are applicable to this Agreement, to Recipient, or to the grant activities, or to any combination of the foregoing. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

1. **Miscellaneous Federal Provisions**. Recipient shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of grant activities. Without limiting the generality of the foregoing, Recipient expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal laws requiring reporting of client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide grant activities in violation of 42 U.S.C. 14402.

2. **Equal Employment Opportunity**. If this Agreement, including amendments, is for more than $10,000, then Recipient shall comply and require all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Oregon Department of Labor regulations (41 CFR Part 60).

3. **Clean Air, Clean Water, EPA Regulations**. If this Agreement, including amendments, exceeds $100,000 then Recipient shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to OHA, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. Recipient shall include and require all subcontractors to include in all

contracts with subcontractors receiving more than $100,000, language requiring the subcontractor to comply with the federal laws identified in this Section.

4. **Energy Efficiency**. Recipient shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).

5. **Truth in Lobbying**. By signing this Agreement, the Recipient certifies, to the best of the Recipient's knowledge and belief that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of Recipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Recipient shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

c. The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.

d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

e. No part of any federal funds paid to Recipient under this Agreement shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.

f. No part of any federal funds paid to Recipient under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

g. The prohibitions in subsections (e) and (f) of this Section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction an any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

h. No part of any federal funds paid to Recipient under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under Section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

6. **Resource Conservation and Recovery**. Recipient shall comply and require all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.

7. **Audits**.

a. Recipient shall comply, and require all subcontractors to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.

b. If Recipient expends $750,000 or more in federal funds (from all sources) in a federal fiscal year, Recipient shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at 2 CFR Part 200. Copies of all audits must be submitted to OHA within 30 days of completion. If Recipient expends less than $750,000 in a fiscal year, Recipient is exempt from Federal audit requirements for that year. Records must be available as provided in Exhibit B, "Records Maintenance, Access".

8. **Debarment and Suspension**. Recipient shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or

Non-procurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension" (See 2 CFR Part 180). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

9. **Pro-Children Act**. Recipient shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. 6081 et. seq.).

10. **Medicaid Services**. Recipient shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:

a. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. Section 1396a (a)(27); 42 CFR Part 431.107(b)(1) & (2).

b. Comply with all disclosure requirements of 42 CFR Part 1002.3(a) and 42 CFR Part 455 Subpart (B).

c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 1396(a)(57) and (w), 42 CFR Part 431.107(b)(4), and 42 CFR Part 489 Subpart I.

d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. Recipient shall acknowledge Recipient's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.

e. Entities receiving $5 million or more annually (under this Agreement and any other Medicaid contract) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. Section 1396a(a)(68).

11. **Agency-based Voter Registration**. If applicable, Recipient shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.

12. **Disclosures**.

a. 42 CFR Part 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address

(including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.

b. Recipient shall furnish to the State Medicaid agency or to the Health and Human Services (HHS) Secretary, within 35 days of the date of the request, full and complete information about the ownership of any subcontractor with whom the Recipient has had business transactions totaling more than $25,000 during the previous 12 month period ending on the date of the request, and any significant business transactions between the Recipient, and any wholly owned supplier or between the Recipient and any subcontractor, during the five year period ending on the date of the request. See, 42 CFR 455.105.

c. 42 CFR Part 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law.

d. As such, Recipient must disclose any person with a 5% or greater direct or indirect ownership interest in the Recipient whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or Title XXI program in the last 10 years.

e. Recipient shall make the disclosures required by this Section 12. to OHA. OHA reserves the right to take such action required by law, or where OHA has discretion, as it deems appropriate, based on the information received (or the failure to receive information) from the provider, fiscal agent or managed care entity.

13. Federal Intellectual Property Rights Notice. The federal funding agency, as the awarding agency of the funds used, at least in part, for the activities performed under this Agreement, may have certain rights as set forth in the federal requirements pertinent to

these funds. For purposes of this subsection, the terms "grant" and "award" refer to funding issued by the federal funding agency to the State of Oregon. The Recipient agrees that it has been provided the following notice:

a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work, and to authorize others to do so, for Federal Government purposes with respect to:

(1) The copyright in any work developed under a grant, subgrant or contract under a grant or subgrant; and

(2) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."

c. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or contract under a grant or subgrant.

14. **Super Circular Requirements**. 2 CFR Part 200, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, including but not limited to the following:

a. **Property Standards**. 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.

b. **Procurement Standards**. When procuring goods or services (including professional consulting services), applicable state procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C or 2 CFR § 200.318 through 200.326, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, as applicable.

c. **Contract Provisions**. The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit, are, to the extent applicable, obligations of Recipient, and Recipient shall also include these contract provisions in its contracts with non-Federal entities.

15. **Federal Whistleblower Protection**. Recipient shall comply, and ensure the compliance by subcontractors or subgrantees, with 41 U.S.C. 4712, Enhancement of contractor protection from reprisal for disclosure of certain information.

Confidential

CONTRACTOR TAX IDENTIFICATION INFORMATION

For Accounting Purposes Only

The State of Oregon requires contractors to provide their Federal Employer Identification Number (FEIN) or Social Security Number (SSN). This information is requested pursuant to ORS 305.385 and OAR 125-246-0330(2). Social Security numbers provided pursuant to this section will be used for the administration of state, federal and local tax laws. The State of Oregon may report this information to the Internal Revenue Service (IRS). Contractors must keep this information current at all times. Contractors are required to notify the State of Oregon contract administrator within 10 business days if this information changes. The State of Oregon reserves the right to ask contractors to update this information at any time during the document term.

Document number: PO-44300-00049319

Legal name *(tax filing)*: Crook County of

DBA name *(if applicable)*: Crook County

Billing address: 200 NE 2nd Street

City: Prineville State: OR Zip: 97754

Phone: 541-447-5165

FEIN: 93-6002290

- OR -

SSN:

DOCUMENT RETURN STATEMENT

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

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

Document number: PO-44300-00049319 , hereinafter referred to as "Document."

I, Katie Plumb (Name) Health & Human Services Director (Title)

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

Crook County by email.

Contractor's name

On September 24, 2025 ,

Date

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

Katie Plumb (Authorizing signature) 9/24/2025 (Date)

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

AGENDA ITEM REQUEST

Date:
10/08/2025

Meeting date desired:
10/15/2025

Subject:
First reading of Ordinance 355; a zone map amendment

Background and policy implications:
Ordinance to implement zone map amendment that has been approved through the Planning Commission. County zoning map will be updated after the recordation of the Ordinance.

Budget/fiscal impacts:
N/A

Requested by:
John Eisler; Community Development
John.Eisler@CrookCountyOR.gov
541-447-3211

Presenters:
Katie McDonald
John Eisler

Legal review (only if requested):
N/A

Elected official sponsor (if applicable):

BEFORE THE BOARD OF COMMISSIONERS
CROOK COUNTY, OREGON

An Ordinance Amending the Crook County Zoning Map to Adopt a Zone Change for mtl 1614110001200 and Declaring an Emergency	))))	**ORDINANCE NO. 355**

WHEREAS, Bishara Revocable Trust, Edwar Bishara, Trustee filed land use application (217-25-000250-PLNG) to change the zoning designation for the property identified on Crook County Assessor's map 16S14E11, taxlot 1200, and legally described on the Attached Exhibit A (the "Property") from Exclusive Farm Use Zone, EFU-3 (Powell Butte Area) to Rural Residential, R10 on the County's Zoning Map.

WHEREAS, the County provided notice in accordance with applicable law, the public hearing was held before the Crook County Planning Commission on October 8, 2025; and

WHEREAS, the Planning Commission after receiving public comment and fully deliberating the matter, voted in approval to change the zoning in alignment with the Comprehensive Plan, Powell Butte Study adopted ordinances, amendments and policies, with reference of this property as included in Ordinance 127, Amendment 1;

NOW, THEREFORE, THE BOARD OF COUNTY COMMISSIONERS OF CROOK COUNTY, OREGON ORDAINS AS FOLLOWS:

Section 1. The findings of fact and conclusions of law contained in the recitals above, and in the Planning Commission decision attached hereto as Exhibit B are hereby adopted and incorporated herein.

Section 2. The conditions of approval for File no 217-25-000250-PLNG attached hereto as Exhibit B are hereby adopted and incorporated herein.

Section 3. The County's Zoning Map is hereby amended to change the zoning designation for the Property from Exclusive Farm Use Zone, EFU-3 to Rural Residential, R-10 as shown on the attached Exhibit C.

Section 4. Staff shall provide the required notice to those who are entitled to notice of the Map Amendment, with a notice of this Ordinance.

Section 5: If any court of competent authority invalidates a portion of this Ordinance 355, the remaining portions will continue in full force and effect.

Section 6: This Ordinance 355 being immediately necessary for the health, welfare, and safety of the people of Crook County, an emergency is hereby declared to exist, and this Ordinance 355 shall become effective upon signing.

First Reading: _____

Second Reading: _____

Dated this _____ day of _____, 2025

_____
Commissioner Brian Barney

_____
Commissioner Seth Crawford

_____
Commissioner Susan Hermreck

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

EXHIBIT A

Legal Description of the Subject Parcel

Township 16 South, Range 14 East of the WM. Section 11, taxlot 1200

CROOK COUNTY
Real Legal Descriptions

Account # 1912

Map 16141100 01200

Effective Date

Disclaimer This information is maintained for assessment and taxation purposes only. The county is not responsible for possible errors, omissions, misuse, or misinterpretation. The legal description shown will not show any changes and/or modifications thereto subsequent to the EFFECTIVE DATE.

Subdivision	Block	Lot	Direction	Part	Part Type

EXHIBIT B

Decision from the Planning Commission

Docusign Envelope ID: 86C56F36-6E8D-4D1D-8F3A-679DD6EC877E

Crook County Community Development
Planning Division
300 NE 3rd Street, Room
12, Prineville Oregon
97754
541-447-3211
plan@crookcountyor.gov
www.co.crook.or.us

THE CROOK COUNTY PLANNING COMMISSION
DECISION for ZONE MAP AMENDMENT
217-25-000250-PLNG

October 9, 2025

Applicant: Bishara Revocable Trust, Edwar Bishara, Trustee
61563 Range Place
Bend, OR 97702

Agent: Kilpatrick Consulting LLC
Craig Kilpatrick
13790 NW O'Neil Hwy
Redmond, OR 97756

Subject Property: Tax Lot: 1614110001200

I. PROCEDURE

The application for a zone map amendment was submitted to the planning department on July 15, 2025. The Planning Commission's evidentiary hearing was held on October 8, 2025. The Commission heard from staff, the applicant, and property owner. Per the Crook County Code the amendment will go before the Board of County Commissioners with an Ordinance to record and finalize the zone amendment.

The Commission voted in favor of the zone map amendment; 5-0-1

II. PROPOSAL

The Applicant proposes to amend the Crook County Zone Map to rezone approximately 20 acres from Exclusive Farm Use Zone, EFU-3 (Powell Butte area) to Rural Residential, R10.

Docusign Envelope ID: 86C56F36-6E8D-4D1D-8F3A-679DD6EC877E

III. BASIC FINDINGS

A. Location

The subject property is located on SW Reif Rd in Powell Butte, approximately 3 miles south of Highway 126. It is identified on the County Assessor's maps as map tax lot number 1614110001200. The entirety of the property is proposed to be rezoned to R10.

B. Site Characteristics

The subject property is listed as 20 acres with the Crook County Assessor's office. There are no structures on the property. The property is not in farm use and not located within an irrigation district. The property is covered in native grasses, brush and Juniper trees.

C. Access

The property is adjacent to SW Reif Road, there is existing easement MF 79405. Any development of the property will be subject to access standards.

D. Other Information

The property is not in a mapped special flood hazard area. The application is for a zone map change only.

IV. Applicable Criteria:

Crook County Code:

Title 18, Chapter 18.12 Establishment of zones, Boundaries

Section 18.12.020 Location of Zones, lists zones established in Crook County

Section 18.12.030 Zoning Map. Map is amended by authority of the Planning Commission

Title 18, Chapter 18.92 Rural Residential Zone, R-10, describes zone requirements

Title 18, Chapter 18.170 Quasi-Judicial Amendments

Section 18.170.010 Quasi-Judicial amendment standards

Title 18, Chapter 18.172 Administration Provisions

Section 18.172.010 Quasi-judicial hearing authority

Section 18.172.010 Application

Section 18.172.010 Notice of Public Hearing

Docusign Envelope ID: 86C56F36-6E8D-4D1D-8F3A-679DD6EC877E

Crook County Comprehensive Plan

Crook County Ordinance 127, Amendment 1

V. FINDINGS

Title 18, Chapter 18.12 Establishment of zones, Boundaries

18.12.020 Location of Zones

The boundaries of the zones listed in this title are indicated on the Crook County zoning map, which is hereby adopted by reference. The boundaries shall be modified in accordance with zoning map amendments, which shall be adopted by reference.

Finding: The Applicant is requesting a rezoning (zone map amendment) to an established zone indicated on the Crook County zoning map, which is Rural Residential, R-10. Crook County Code Title 18, Chapter 18.92.

18.12.030 Zoning Map.

A zoning map or zoning map amendment adopted by CCC 18.12.020 or by an amendment thereto shall be prepared by authority of the planning commission or be a modification by the county court of a map or map amendment so prepared. The map or map amendment shall be dated with the effective date of the ordinance that adopts the map or map amendment. A certified print of the adopted map or map amendment shall be maintained in the office of the county clerk as long as this title remains in effect.

Finding: Map is amended by authority of the Planning Commission. The subsequent Ordinance shall be recorded with an attachment of the amended zone and maintained in the office of the County Clerk.

Title 18, Chapter 18.170 Quasi-Judicial Amendments

18.170.010 Quasi-judicial amendment standards.

An applicant requesting a quasi-judicial amendment must satisfy the following factors for quasi-judicial amendments:

(2) Zone Map Change.

(a) That the zone change conforms with the Crook County comprehensive plan, and the change is consistent with the plan's statement and goals.

(b) That the change in classification for the subject property is consistent with the purpose and intent of the proposed amendment.

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Finding: The subject property is currently zoned Exclusive Farm Use Zone, EFU-3 and has been designated as Irrevocably Committed to use other than exclusive farm use, through the adoption of the Powell Butte Study Policies into the County's Comprehensive Plan.

The area of Powell Butte is addressed in the Comprehensive Plan as referenced and explored through the Powell Butte Study. There were multiple adopted ordinances, amendments, and policies associated with this area. The requested zone change conforms with the policies (as have been enacted) established by the study as well as consistent with the intent of the proposed amendment to have the property rezoned as it was included in Area 2-4 recorded in Ordinance 127, Amendment 1.

> *(c) That the amendment will presently serve the public health, safety and welfare considering the following factors:*
>
> > *(i) The availability and efficiency of providing necessary public services and facilities.*

Finding: The availability and efficiency of public services and facilities will be addressed at the time the property is divided and/or subsequently developed. The subject property is currently served with access easements and power is available to the property. Wells are the subject of Oregon Water Resources, and the property has an approved onsite system for septic.

> > *(ii) The impacts on surrounding land use will be consistent with the specific goals and policies contained within the Crook County comprehensive plan.*

Finding: The area surrounding the subject property was included in the Powell Butte Study as area 2-4. Attachment C is a map showing the 2-4 area as it was designated in Ordinance 219, Amendment 1. Staff has reviewed properties surrounding the subject property, four of which are zoned EFU3; two have approved nonfarm dwellings. The other parcels have already been rezoned either Powell Butte Residential, PBR20 or Rural Residential, R10. Figure 1 (below)[i] is a visual representation of the surrounding area. The green coloring is zoned Exclusive Farm Use Zone, EFU-3, the yellow is Powell Butte Residential 20, PBR20, and the red is zoned Rural Residential, R10. The small green circles are residential addresses.

Docusign Envelope ID: 86C56F36-6E8D-4D1D-8F3A-679DD6EC877E

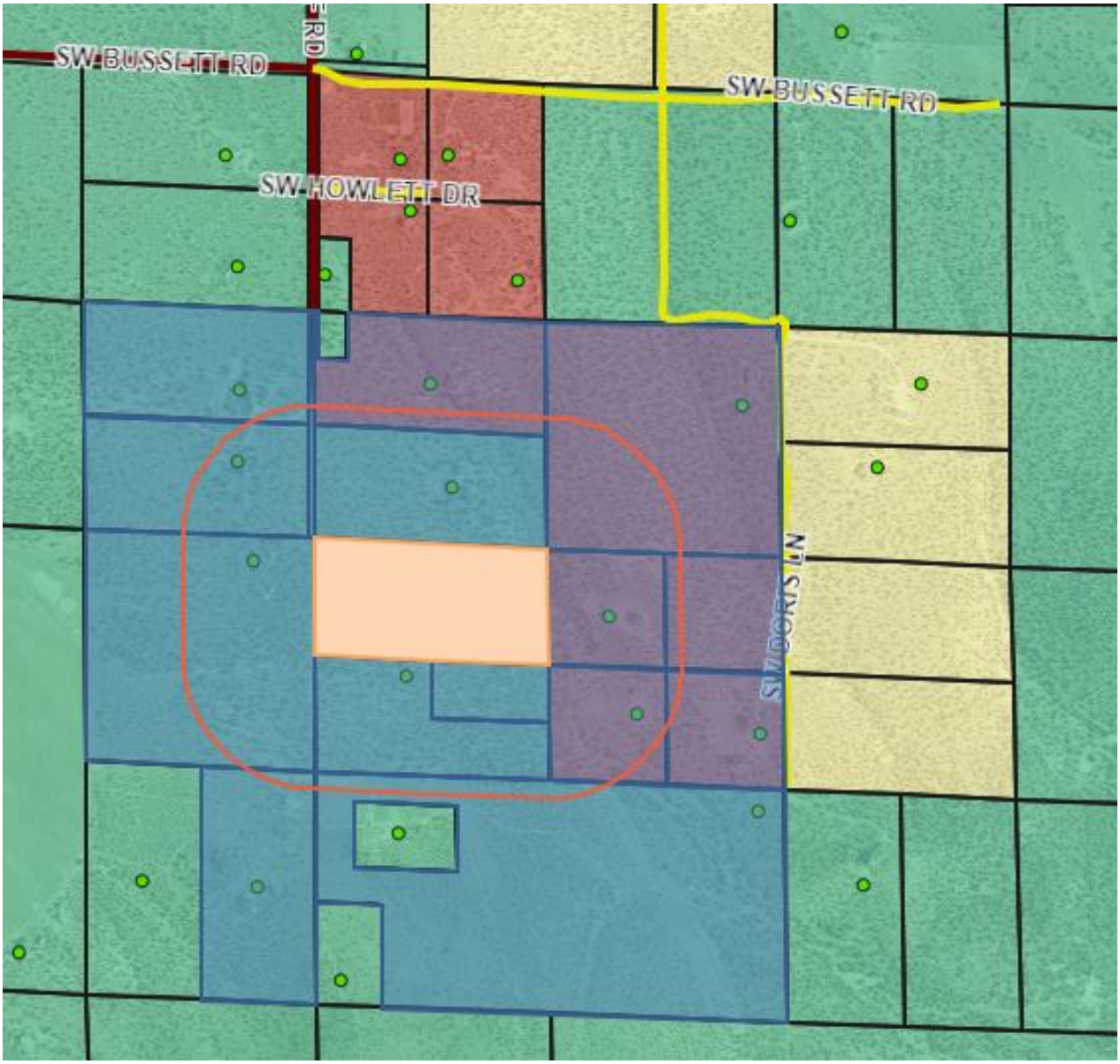


Figure 1

(d) That there has been a change in circumstances since the property was last zoned, or a mistake was made in the zoning of the property in question.

Finding: The request is to rezone the property to a R10 designation as was recorded in Ordinance 127, Amendment 1. The rezoning is optional for property owners. The property was included in the adopted area 2-4 for rezoning through the Powell Butte study as Irrevocably Committed to uses other than exclusive farm use which was the previous zoning of EFU3.

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VI. PROCEDURAL STATUS

The Applicant submitted an application for this map amendment on July 15, 2025. The Planning Commission is tasked with making a decision of approval or denial for the proposed Zone Map Amendment as outlined in CCC18.172.010.

The required Post Acknowledgement Plan Amendment notice was sent to the Department of Land Conservation and Development on August 29, 2025 (DLCD File No. 004-25). Newspaper notice of the first evidentiary hearing was published in the Central Oregonian on September 16, 2025. Neighbor notice of the first evidentiary hearing was mailed on September 18, 2025.

Comprehensive Plan/Powell Butte Study

A. Powell Butte Study, Crook County Comprehensive Plan

The Comprehensive Plan includes a summary of the Powell Butte Study which identified lands in the Powell Butte area that were approved through the exceptions process. There were a number of policies that were adopted into the Comprehensive Plan, however as the mandate for periodic review of County Comprehensive Plan stopped, the implementation for some of the adopted policies did not happen. Language from the Comprehensive Plan is below.

"*In 1997 and 1998, the County commissioned a general study of the Powell Butte area in southwestern Crook County. The result of that study was the adoption of a series of amendments to the Comprehensive Plan in Ordinances No. 126, 127, 128, 130, 131, 132, 133, and 134, as individual sections of the Powell Butte area were redesignated from Exclusive Farm Use to other land uses through the exceptions process. These amendments were challenged in the Land Use Board of Appeals by interested parties and the Land Use Board of Appeals remanded a number of the ordinances back to the County for further work. This resulted in a number of minor amendments, including Ordinance No. 127, Amendment #1; Ordinance No. 131, Amendment #1; Ordinance No. 132, Amendment No. 1; Ordinance No. 133, Amendment #1, which resulted in the outright appeal of Ordinances No. 131, 133, and 134, and some modified policies governing the Powell Butte area which are reproduced below.*

The following policies are adopted as a part of the Crook County Comprehensive Plan. These policies supplement and amend the Powell Butte Study to the extent that the Study is inconsistent with these policies and the Agreement. To the extent that there is any conflict between the Study and these policies or the Agreement, the Study shall automatically be modified to the extent necessary to conform the Study with these policies and the Agreement.

> *1.The Comprehensive Plan as amended provides that rural residential and nonresource development shall occur south of Highway 126 and generally north of Powell Buttes, and west of Stillman Road and east of Study Area 2-2.* **[Subject property meets this policy]**

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The specific areas to be reclassified and rezoned are those areas designated as Areas 1-2, 2-1 (as amended), 2-2 (as amended), 2-3 (as amended), and 2-4 (as amended). These areas are specifically described in Ordinances 126 (Area 2-3); 127 (Area 2-4); 128 (Area 2-1); 130 (Area 1-2); and 132 (Area 2-2). The land contained within these areas is hereinafter referred to as "the Area to be rezoned." **[Subject property meets this policy]**

Except of uses permitted outright and by conditional use in the EFU-3 Zone, other lands shall be maintained as exclusive farm uses consistent with Policy 2 below. Rezonings of land other than "the Area to be rezoned" are inconsistent with the Comprehensive Plan. In this regard, Ordinances 131 (Area 1-1) and Ordinance 133 (Area 3-1) are repealed by separate ordinances because the rezoning of that land is inconsistent with this provision of the Comprehensive Plan. Ordinance No. 134 which pertains to Area 3-2 is being repealed as that area is being reserved for the City of Prineville's future industrial growth. **[NA]**

2. The County will not initiate additional exceptions or nonresource designations within the Powell Butte Study Area until the next periodic review. The foregoing does not create an expectation that rezonings will necessarily occur at the next periodic plan review and does not create an obligation on the part of the County to rezone any EFU land at any time. The County may, however, consider a proposal(s) to expand the urban growth boundary of the City of Prineville in conjunction with an annexation into Area 3-2 for the purpose of providing an adequate supply of industrial land prior to the next periodic review. **[NA]**

3. The land north of Highway 126 shall be retained as exclusive farm use as that land is composed of large parcels and contains less rural residential development than the area south of the highway. For the purpose of this policy, all of Area 1-2 is deemed to be located south of the Highway 126, notwithstanding that a small portion of Area 1-2 is physically located to the north of that Highway. **[NA]**

4. The County shall adopt a new rural residential zoning district for Area 2-3 which imposes a minimum lot size and density consistent with Section Two of this Ordinance. **[NA]**

5. The zoning ordinance for Area 2-3 shall contain a 250-foot setback requirement from adjacent exclusive farm use zoned land. **[NA]**

This setback shall not apply when the adjacent land is owned by a governmental entity, e.g. the Bureau of Land Management, or is adjacent to land already approved for non-farm use. **[NA]**

In those cases, the minimum setback shall be the setback already established for dwellings in an EFU zone or if no such setback has been established, then the setback shall be and hereby is established as one hundred (100) feet. **[NA]**

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The 250 foot setback shall be adopted simultaneously with adopting the new zoning ordinance. If the imposition of this setback makes land undevelopable, then Crook County shall require the maximum achievable setback. **[NA]**

The County shall investigate declaring an ordinance violation to be a "nuisance" thereby allowing a private party to bring suit enforcing the county's ordinance provisions. **[NA]**

6. The County shall require, as a condition of development approval, that all new rural residential development in the Powell Butte area pay system development charges (SDC's) necessitated by Powell Butte rural residential development. The County currently funds road improvements from the earnings it receives from invested timber receipts. Prior to using property tax receipts for road improvements, the County shall adopt SDC's sufficient to cover one hundred percent (100%) of the applicable road capital improvements required to support new rural residential development in Powell Butte.

In this regard, the County shall promptly adopt a system development charge ordinance to assess a road system development charge on new development. The amount of this system development charge shall be sufficient to recover a significant portion of the capital costs of road improvements required as a result of rural residential development in Powell Butte. Nothing in this ordinance shall preclude the County from applying system development charges to other classes of property or in other areas of Crook County. In the event that a developer desires to proceed with development prior to the adoption of the system development charge ordinance, he or she shall pay the sum of $2,000 per single family dwelling at the time of building permit issuance. In the event that the adopted system development charge is less than $2,000, the difference shall be refunded to the developer without interest. In the event that the adopted system development charge exceeds $2,000, the developer shall be obligated to pay the difference. **[policy not implemented]**

7. The County shall comply with the transportation planning rule when it adopts the zoning ordinances. **[The adopted Transportation System Plan adheres to the transportation planning rule]**

8. The zoning ordinances shall require developers to execute covenants of nonremonstrance in respect to all farm operations in favor of adjacent EFU land. These covenants shall be in the form of equitable servitudes and shall be binding on all heirs, devisees, legatees, vendees, and successors in interest of the developers. The County shall require such covenants to be executed and recorded at the time the building permit is issued. **[This will be a condition of approval for any subdivision of the parcel and upon development]**

9. The County will develop its zoning and land development ordinances utilizing the Gannet Study ("Groundwater Availability In The Powell Buttes Area, Central Oregon" Groundwater Report No. 32) recommendations on accessibility of groundwater in the Powell Butte Areas, and will require access to the regional water supply as a condition of

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development, or use of water from a district or public utility. Private exempt wells in existence prior to March 1, 2000 shall be exempt from the requirements contained in the zoning and land development ordinances pertaining to wells." (pages 66-69) **[This provision is currently codified in the PBR20 zone only.]**

VII. CONCLUSION

The Planning Commission determined that the Applicant met the burden of proof necessary to change the zoning of the subject property from Exclusive Farm Use, EFU3 to Rural Residential, R10, through effectively demonstrating compliance with the applicable criteria.

Dated this 9th, day of October, 2025.

DocuSigned by:
Michael Warren II
4EDCCC4061D5441...

Michael Warren, Planning Commission Chair

Katie McDonald, Senior Planner

Crook County Planning Department

Attachments

A. Vicinity Map

B. Crook County Ordinance No. 127 and Amendment No. 1

C. Powell Butte Study of Area 2-4

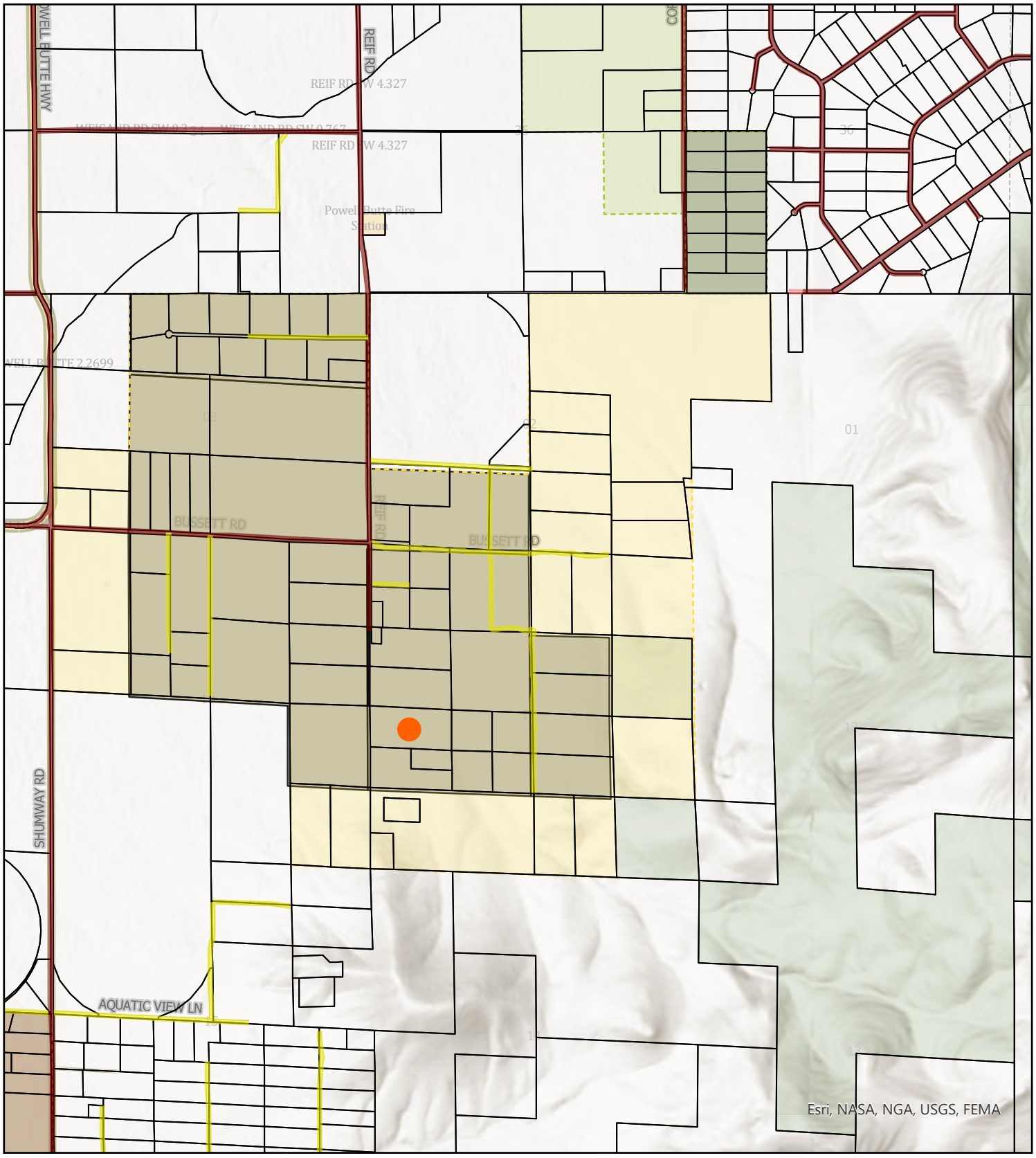
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[i] Figure 1 prepared via Crook County GIS.

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Crook County, Oregon

Attachment A



Disclaimer: CROOK COUNTY MAKES NO WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER MATTER. THE COUNTY IS NOT RESPONSIBLE FOR POSSIBLE ERRORS, OMISSIONS, MISUSE, OR MISINTERPRETATION. COUNTY DIGITAL INFORMATION IS PREPARED FOR REFERENCE PURPOSES ONLY AND SHOULD NOT BE USED, AND IS NOT INTENDED FOR, SURVEY OR ENGINEERING PURPOSES OR THE AUTHORITATIVE AND/OR PRECISE LOCATION OF BOUNDARIES, FIXED HUMAN WORKS, AND/OR THE SHAPE AND CONTOUR OF THE EARTH. NO REPRESENTATION IS MADE CONCERNING THE LEGAL STATUS OF ANY APPARENT ROUTE OF ACCESS IDENTIFIED IN DIGITAL OR HARDCOPY MAPPING OF GEOSPATIAL INFORMATION OR DATA. DATA FROM THE CROOK COUNTY ASSESSOR'S OFFICE MAY NOT BE CURRENT. DATA IS UPDATED AS SCHEDULES AND RESOURCES PERMIT. PLEASE NOTIFY CROOK COUNTY GIS OF ANY ERRORS (541) 416-3930.

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Crook County GIS
GEOGRAPHIC INFORMATION SYSTEMS

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ORDINANCE NO. 127 Amend. No. 1

AN ORDINANCE OF THE CROOK COUNTY COURT TO ADOPT AMENDMENTS TO THE COUNTY'S COMPREHENSIVE PLAN CONCERNING POWELL BUTTE AND TO AMEND ORDINANCE NO. 127 IN ACCORDANCE WITH THE FINAL DECISION BY THE LAND USE BOARD OF APPEALS REMANDING ORDINANCE NO. 127, AND DECLARING AN EMERGENCY.

WHEREAS, over a period of years, Crook County has conducted a comprehensive study of proper land use classifications for lands in Powell Butte; and

WHEREAS, in December 1998 and February 1999, the County Court adopted eight ordinances reclassifying different areas of Powell Butte from exclusive farm use to either a nonresource or rural residential classification. One of those ordinances was Ordinance No. 127 which provided for the redesignation of Area 2-4 from exclusive farm use to rural residential zoning;

WHEREAS, all eight ordinances were appealed to LUBA separately and by multiple parties. The appeals of Ordinance No. 127 were given Case Nos. 98-221 and 98-224;

WHEREAS, all of the appeals were submitted to mediation pursuant to ORS 197.860 among the parties to the appeal;

WHEREAS, as a result of the mediation process, the parties have reached an agreement as to all the appeals, ("the Agreement"), and have thereby agreed that Ordinance No. 127 should be amended in the manner set forth in this ordinance and LUBA has adopted the parties' agreement remanding Ordinance No. 127 with instructions to adopt the below amendments;

NOW, THEREFORE, this 26TH day of JULY, 2000, the Crook County Court ordains as follows:

Section One. The Agreement including all its exhibits is hereby adopted by reference and is included herein as if fully set forth.

The Crook County Comprehensive Plan is amended to designate the land within Area 2-4 as an exception to Statewide Planning Goal 3. Area 2-4 consists of the land as depicted on the map attached to this Ordinance as Exhibit "1" and as more specifically described as follows:

Legal Description "B" – Zone NR-20

Lands located in Sections 2, 3 and 10, Township 16 South, Range 14 East, W.M., Crook County, Oregon, more particularly described as follows: Beginning at the ¼ corner common to Sections 2 and 3, thence South along the East line of said Section 3 to the Northwest corner of the South one-half of the Southwest one-quarter (S½ SW¼) of said Section 2; thence East along the North line of said S½ SW¼ to the Northeast corner thereof; thence South along the East line of said S½ SW¼ to the ¼ corner common to Sections 2 and 11; thence West along the South line of said Section 2 to the corner common to Sections 2, 3 10 and 11; thence South along the East line of said Section 10 to the Southeast corner of the Northeast one-

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(5pgs)

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quarter of the Southeast one-quarter (NE¼ SE¼); thence West along the South line of said NE¼ SE¼ to the Southwest corner thereof; thence North along the West line of said NE¼ SE¼ to the Northwest corner thereof; thence West along the South line of the North one-half (N½) of said Section 10 to the Southwest corner of the East one-half of the Northwest one-quarter (E½ NW¼); thence North along the West line of said E½ NW¼ to the Northwest corner thereof; thence North on the West line of the East one-half of the Southwest one-quarter (E½ SW¼) of said Section 3 to the Northwest corner thereof; thence East along the North line of the South one-half (S½) of said Section 3 to the Point of Beginning.

Legal Description "C" – Zone NR-20
Lands located in Section 11, Township 16 south, Range 14 East, W.M., Crook County, Oregon, more particularly described as follows: Beginning at the Southwest corner of the Southwest one-quarter of the Northeast one-quarter (SW¼ NE¼) of said Section 11, thence North along the West line of said SW¼ NE¼ to the Northwest corner thereof; thence East along the North line of said SW¼ NW¼ to the Northeast corner thereof; thence south along the East line thereof to the Southeast corner thereof; thence South along the East line of the Northwest one-quarter of the Southeast one-quarter (NW¼ (SE¼) to the Southeast corner thereof; thence West along the South line of said NW¼ SE¼ to the Southwest corner thereof; thence North along the West line of said NW¼ SE¼ to the Point of Beginning.

Legal Description "I" – Zone NR-10
Lands located in Section 3, Township 16 South, Range 14 East, W.M., Crook County, Oregon, more particularly described as follows: Beginning at the North section corner common to Sections 2 and 3, thence South along the East line of said Section 3 to the Southeast corner of Government Lot 1; thence West along the South line of Government Lots 1, 2 and 3 to the Southwest corner or Government Lot 3; thence North along the West line of said Government Lot 3 to the Northwest Corner of said Government Lot 3; thence East along the North line of said Section 3 to the Point of Beginning.

Legal Description "J" – Zone NR-10
Lands located in Section 11, Township 16 South, Range 14 East, W.M., Crook County, Oregon, more particularly described as follows: Beginning at the corner common to Sections 2, 3 10 and 11, thence East along the North line of said Section 11 to the Northeast corner of the West one-half (W½) of said Section 11; thence South along the East line of said W½ to the Southeast corner of the North one-half of the South one-half (N½ S½) of said Section 11; thence West along the South line of said N½ S½ to the Southwest corner thereof; thence North along the West line of Section 11 to the Point of Beginning.

Section Two. The residential density and minimum lot size for Area 2-4 shall be one (1) single family dwelling per twenty (20) gross acres in legal descriptions B and C and shall be one (1) single family dwelling per ten (10) gross acres in legal description I and J.

Section Three. The following policies are adopted as a part of the Crook County Comprehensive Plan. These policies supplement and amend the Powell Butte Study to the extent that the Study is inconsistent with these policies and the Agreement. To the extent that there is any conflict between the Study and these policies or the Agreement, the Study shall automatically be modified to the extent necessary to conform the Study with these policies and the Agreement.

Docusign Envelope ID: 86C56F36-6E8D-4D1D-8F3A-679DD6EC877E

1. The Comprehensive Plan as amended provides that rural residential and nonresource development shall occur south of Highway 126 and generally north of Powell Buttes, and west of Stillman Road and east of Study Area 2-2.

The specific areas to be reclassified and rezoned are those areas designated as Areas 1-2, 2-1 (as amended), 2-2 (as amended), 2-3 (as amended), and 2-4 (as amended). These areas are specifically described in Ordinances 126 (Area 2-3); 127 (Area 2-4); 128 (Area 2-1); 130 (Area 1-2); and 132 (Area 2-2). The land contained within these areas is hereinafter referred to as "the Area to be rezoned."

Except for uses permitted outright and by conditional use in the EFU-3 Zone, other lands shall be maintained as exclusive farm use consistent with Policy 2 below. Rezonings of land other than "the Area to be rezoned" are inconsistent with the Comprehensive Plan. In this regard, Ordinances 131 (Area 1-1) and Ordinance 133 (Area 3-1) are repealed by separate ordinances because the rezoning of that land is inconsistent with this provision of the Comprehensive Plan. Ordinance No. 134 which pertains to Area 3-2 is being repealed as that area is being reserved for the City of Prineville's future industrial growth.

2. The County will not initiate additional exceptions or nonresource designations within the Powell Butte Study Area until the next periodic review. The foregoing does not create an expectation that rezonings will necessarily occur at the next periodic plan review and does not create an obligation on the part of the County to rezone any EFU land at any time. The County may, however, consider a proposal(s) to expand the urban growth boundary of the City of Prineville in conjunction with an annexation into Area 3-2 for the purpose of providing an adequate supply of industrial land prior to the next periodic review.

3. The land north of Highway 126 shall be retained as exclusive farm use as that land is composed of large parcels and contains less rural residential development than the area south of the highway. For the purpose of this policy, all of Area 1-2 is deemed to be located south of the Highway 126, notwithstanding that a small portion of Area 1-2 is physically located to the north of that Highway.

4. The County shall adopt a new rural residential zoning district for Area 2-4 which imposes a density and minimum lot size consistent with Section Two of this Ordinance.

5. The zoning ordinance for Area 2-4 shall contain a 250-foot setback requirement from adjacent exclusive farm use zoned land.

This setback shall not apply when the adjacent land is owned by a governmental entity, e.g. the Bureau of Land Management, or is adjacent to land already approved for non-farm use.

In those cases, the minimum setback shall be the setback already established for dwellings in an EFU zone or if no such setback has been established, then the setback shall be and hereby is established as one hundred (100) feet.

The 250 foot setback shall be adopted simultaneously with adopting the new zoning ordinance. If the imposition of this setback makes land undevelopable, then Crook County shall require the maximum achievable setback.

Docusign Envelope ID: 86C56F36-6E8D-4D1D-8F3A-679DD6EC877E

The County shall investigate declaring an ordinance violation to be a "nuisance" thereby allowing a private party to bring suit enforcing the county's ordinance provisions.

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In this regard, the County shall promptly adopt a system development charge ordinance to assess a road system development charge on new development. The amount of this system development charge shall be sufficient to recover a significant portion of the capital costs of road improvements required as a result of rural residential development in Powell Butte. Nothing in this ordinance shall preclude the County from applying system development charges to other classes of property or in other areas of Crook County. In the event that a developer desires to proceed with development prior to the adoption of the system development charge ordinance, he or she shall pay the sum of $2,000 per single family dwelling at the time of building permit issuance. In the event that the adopted system development charge is less than $2,000, the difference shall be refunded to the developer without interest. In the event that the adopted system development charge exceeds $2,000, the developer shall be obligated to pay the difference.

7. The County shall comply with the transportation planning rule when it adopts the zoning ordinances.

8. The zoning ordinances shall require developers to execute covenants of nonremonstrance in respect to all farm operations in favor of adjacent EFU land. These covenants shall be in the form of equitable servitudes and shall be binding on all heirs, devisees, legatees, vendees, and successors in interest of the developers. The County shall require such covenants to be executed and recorded at the time the building permit is issued.

9. The County will develop its zoning and land development ordinances utilizing the Gannet Study ("Groundwater Availability In The Powell Buttes Area, Central Oregon" Groundwater Report No. 32) recommendations on accessibility of groundwater in the Powell Butte Areas, and will require access to the regional water supply as a condition of development, or use of water from a water district or public utility. Private exempt wells in existence prior to March 1, 2000 shall be exempt from the requirements contained in the zoning and land development ordinances pertaining to wells.

Section Four. This ordinance shall serve as the County's decision on remand from LUBA Case Nos. 98-221 and 98-224.

Section Five. This ordinance shall become effective immediately as an emergency exists.

CROOK COUNTY

Docusign Envelope ID: 86C56F36-6E8D-4D1D-8F3A-679DD6EC877E

Judge Fred Rodgers

Commissioner Mike McCabe

Commissioner Jerry Crafton

COUNTY COURT, CROOK COUNTY ★ STATE OF OREGON ★

KEY PUNCHED
JUL 31 2000

STATE OF OREGON
COUNTY OF CROOK } ss 156817

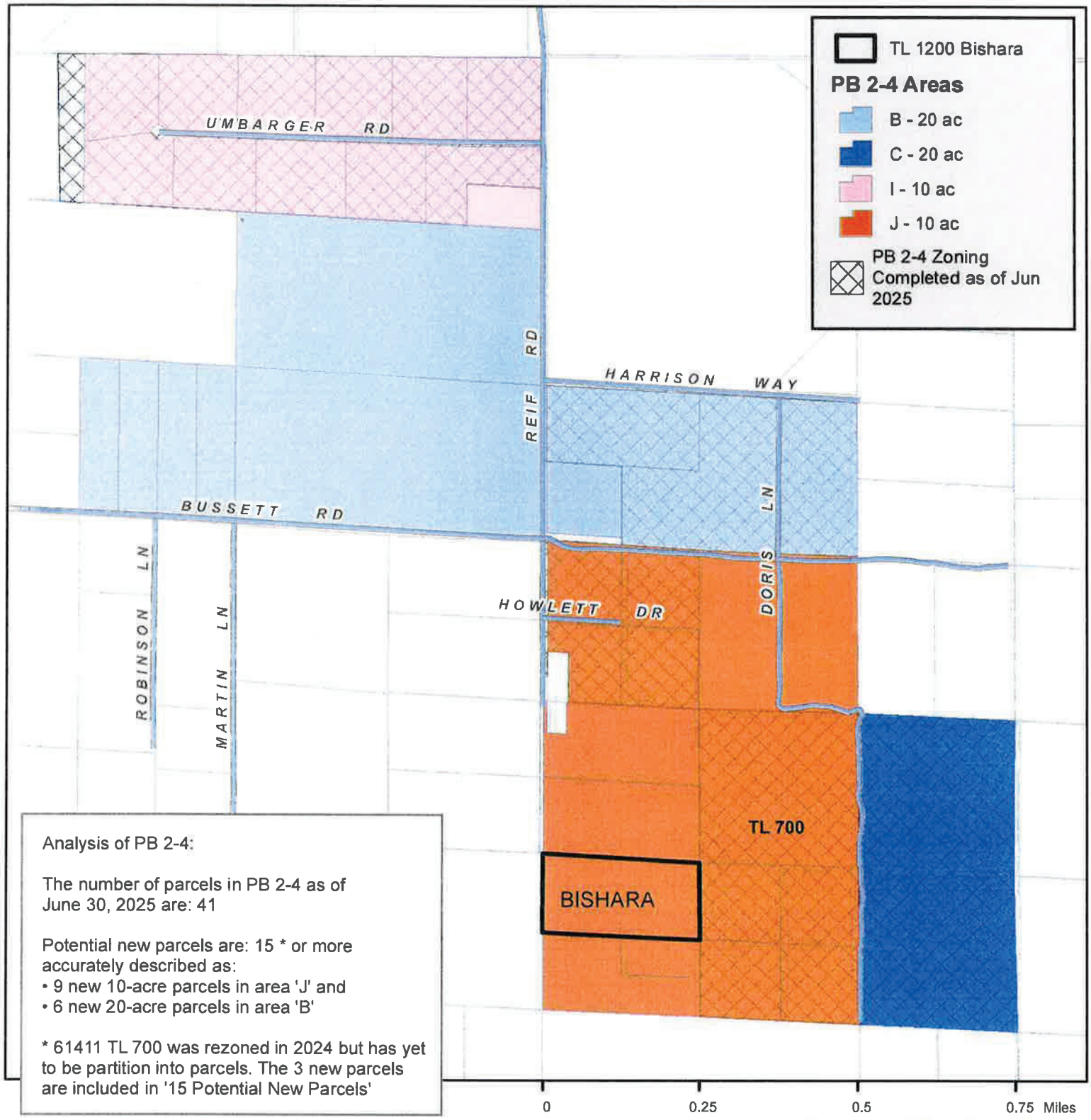
I CERTIFY THAT THE WITHIN INSTRUMENT WAS
RECEIVED FOR RECORD ON THE 27th DAY OF
July, 2000, AT 9:00 A M.
AND RECORDED IN CJRNL
RECORDS OF SAID COUNTY MF NO. 156817
DEANNA E. BERMAN, CROOK COUNTY CLERK
BY: Deanna E. Berman DEPUTY

N/C

Docusign Envelope ID: 86C56F36-6E8D-4D1D-8F3A-679DD6EC877E

Attachment C

EXHIBIT C - POWELL BUTTE 2-4 w/ INVENTORY



Analysis of PB 2-4:

The number of parcels in PB 2-4 as of June 30, 2025 are: 41

Potential new parcels are: 15 * or more accurately described as:
- 9 new 10-acre parcels in area 'J' and
- 6 new 20-acre parcels in area 'B'

* 61411 TL 700 was rezoned in 2024 but has yet to be partition into parcels. The 3 new parcels are included in '15 Potential New Parcels'

Note: This information is prepared for reference purposes only and should not be used, and is not intended for, survey or engineering purposes. Kilpatrick Consulting LLC is not responsible for outsourced data accuracy. This exhibit by Kilpatrick Consulting and does not represent any legal opinion.

N

BISHARA EDWAR TRUSTEE

161411 TL 1200 - 20.00 ac.
Located West of Powell Buttes
in Crook County, Oregon

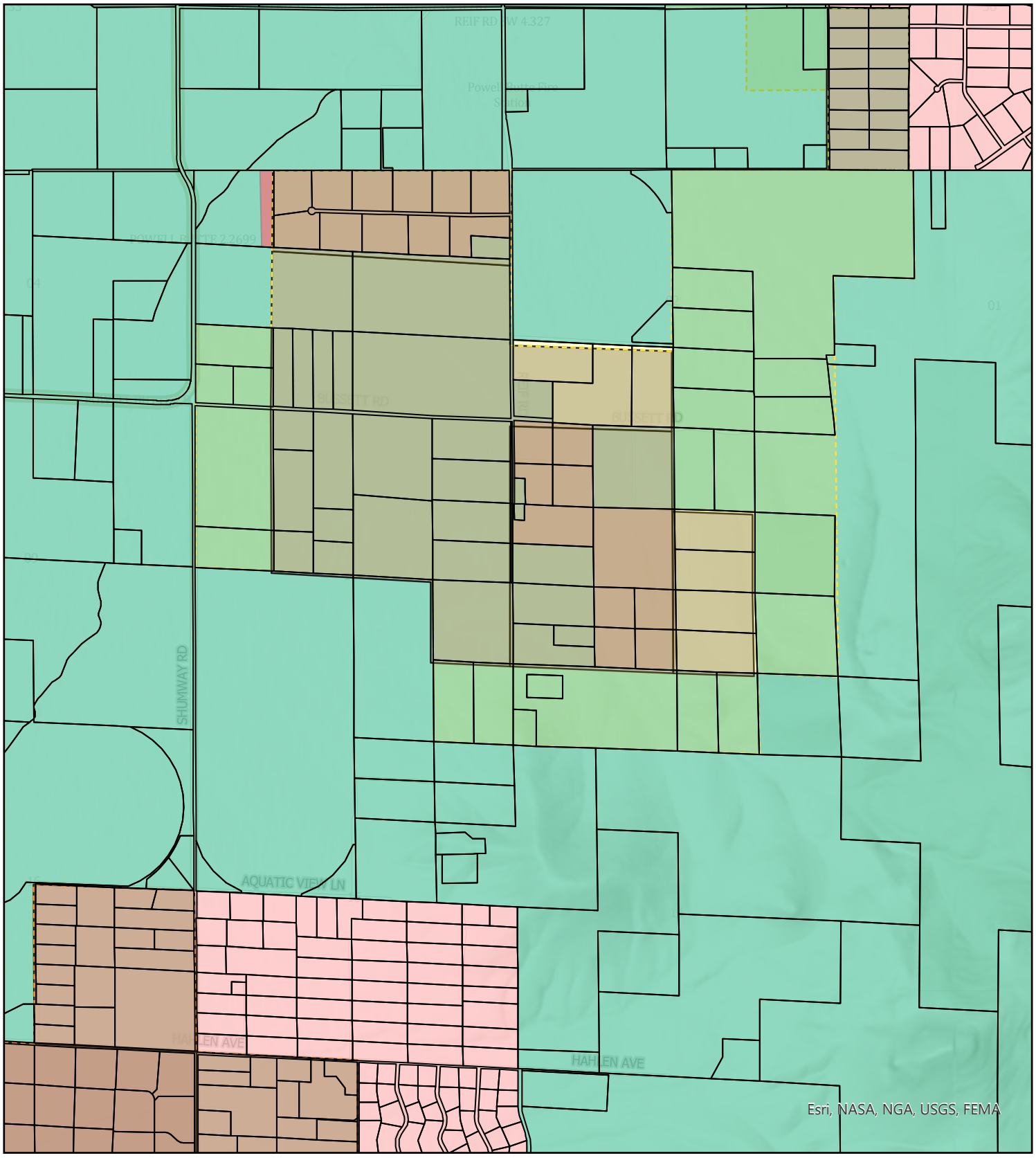
Kilpatrick CONSULTING, LLC
LAND USE CONSULTING SERVICES
GIS MAPPING SERVICES
OFFICE: 541.447.2724

6/30/2025

EXHIBIT C

Zoning Map

Crook County, Oregon



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Crook County GIS
GEOGRAPHIC INFORMATION SYSTEMS

AGENDA ITEM REQUEST

Date:
October 7, 2025

Meeting date desired:
October 15, 2025

Subject:
Ordinance 354: 2025 Transportation System Plan; Second Reading

Background and policy implications:
The County has been working on updating its Transportation System Plan (TSP) since early 2024. The TSP is a 20-year planning document designed to inform transportation priorities and implement a plan to finance the highest-priority projects. Enclosed is Ordinance 354, with the updated draft TSP as attachment A. Since the first reading, the TSP has been updated to:

- *Add the Juniper Canyon Road widening project as JC-3*
- *Add discussion of accommodating agricultural vehicles*
- *Address comments from ODOT*

Budget/fiscal impacts:
N/A

Requested by:
John Eisler; Community Development
John.Eisler@CrookCountyOR.gov
541-447-3211

Presenters:
John Eisler
Ryan Farncomb

CROOK COUNTY TRANSPORTATION SYSTEM PLAN

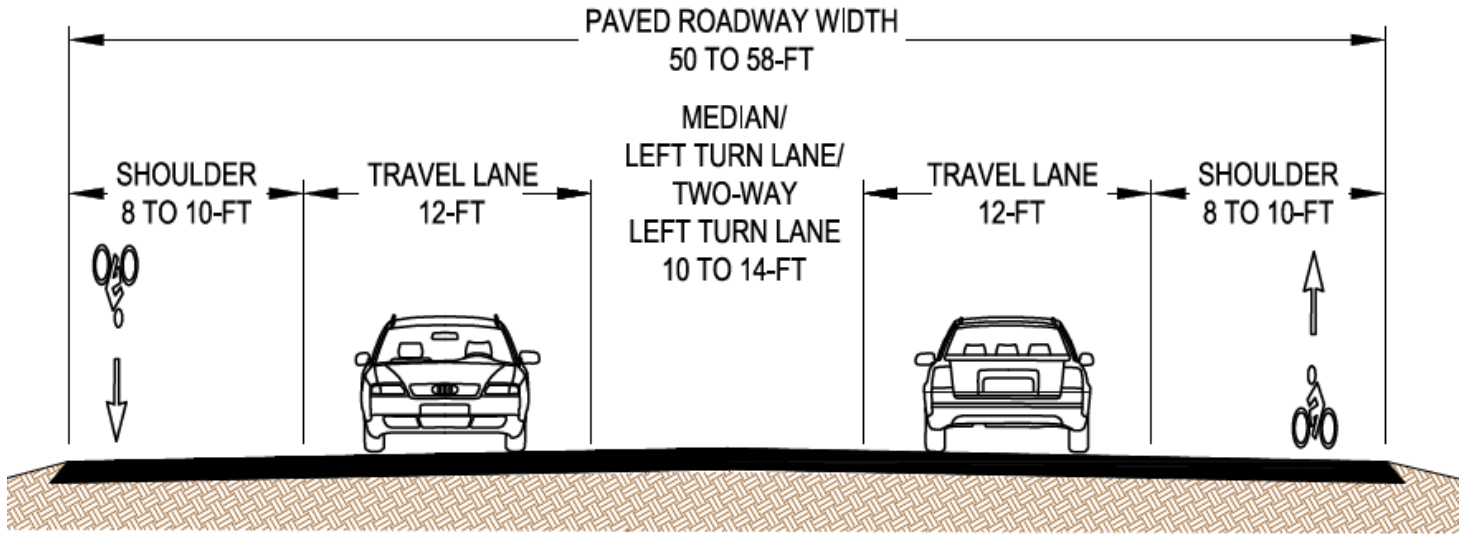
BOARD HEARING

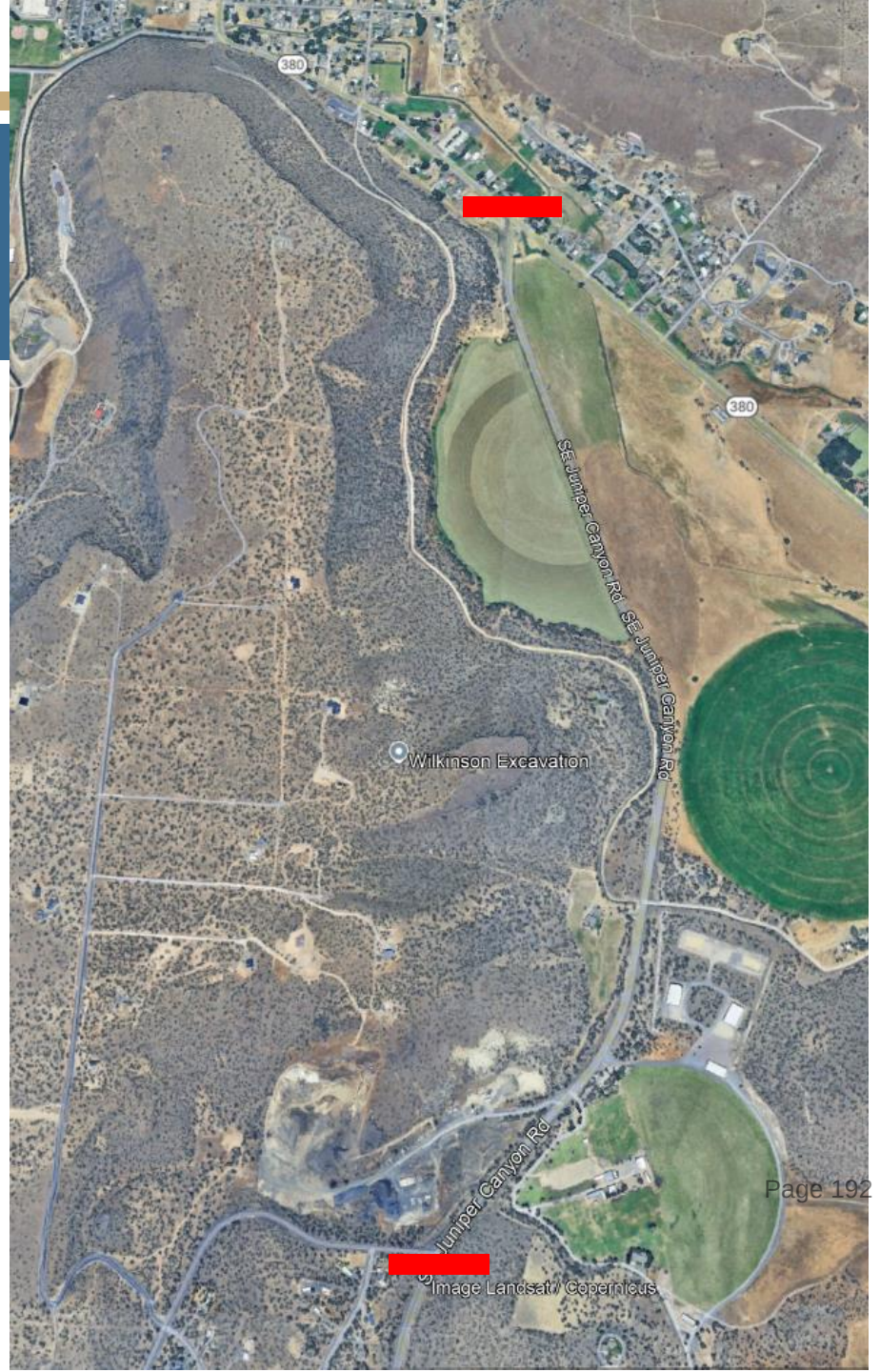
OCTOBER 15, 2025

REQUESTED UPDATES FROM HEARING #1

- **Add Juniper Canyon Road Widening as a third option for improving access, safety**
  - Added as project "JC-3" with cost of approximately $8,000,000
- **Include approaches to improving safety/mobility for agricultural vehicles**
  - Added discussion about needs and solutions, including that ag vehicle mobility must be considered with all projects
- **ODOT submitted comments – primarily recommended updates to costs**
  - Increased costs of roundabout at Powell Butte Highway/OR 126 to $6M from $3.4M, for example

PROJECT JC-3: JUNIPER CANYON ROAD WIDENING



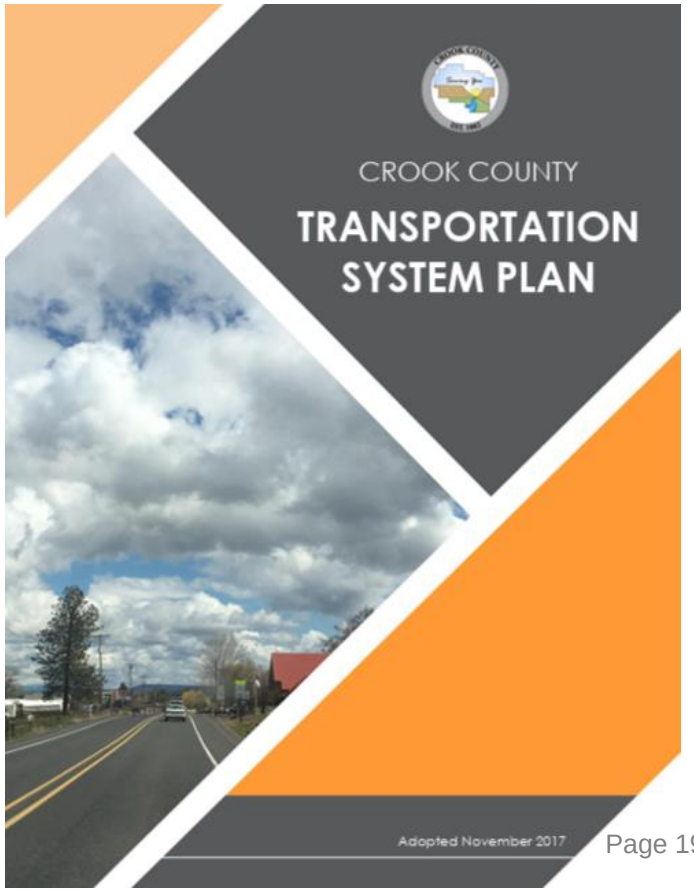


HEARING #1 SLIDES – AS NEEDED

TSP OVERVIEW

WHAT IS A TSP?

- Addresses transportation needs for all modes of travel now and for the next 20 years
- Prioritizes projects and helps County comply with state rules
- Special focus on:
  - Enhancing connectivity and improving safety for all modes of travel.
  - Addressing safety issues in areas of congested concern like Powell Butte.
  - Developing near-term options for emergency access of Juniper Canyon area.
- Updating Crook County's 2017 TSP



TSP GOALS

1. Mobility and Connectivity
2. Economic Development
3. Safety
4. Multimodal Users
5. Environment
6. Planning and Funding
7. Equity



ENGAGEMENT

ENGAGEMENT ACTIVITIES

- **Project Advisory Committee**– 2 total meetings
- **Milestone #1** – February 2024
  - In-person open houses, survey, and open comment form
- **Milestone #2** – October – November 2024
  - In-person open houses, survey, and open comment form
- **Milestone #3** – April – May 2025
  - In-person public meeting, open house, survey, and email responses
- August 2025 – Juniper Canyon Meeting



ENGAGEMENT FEEDBACK

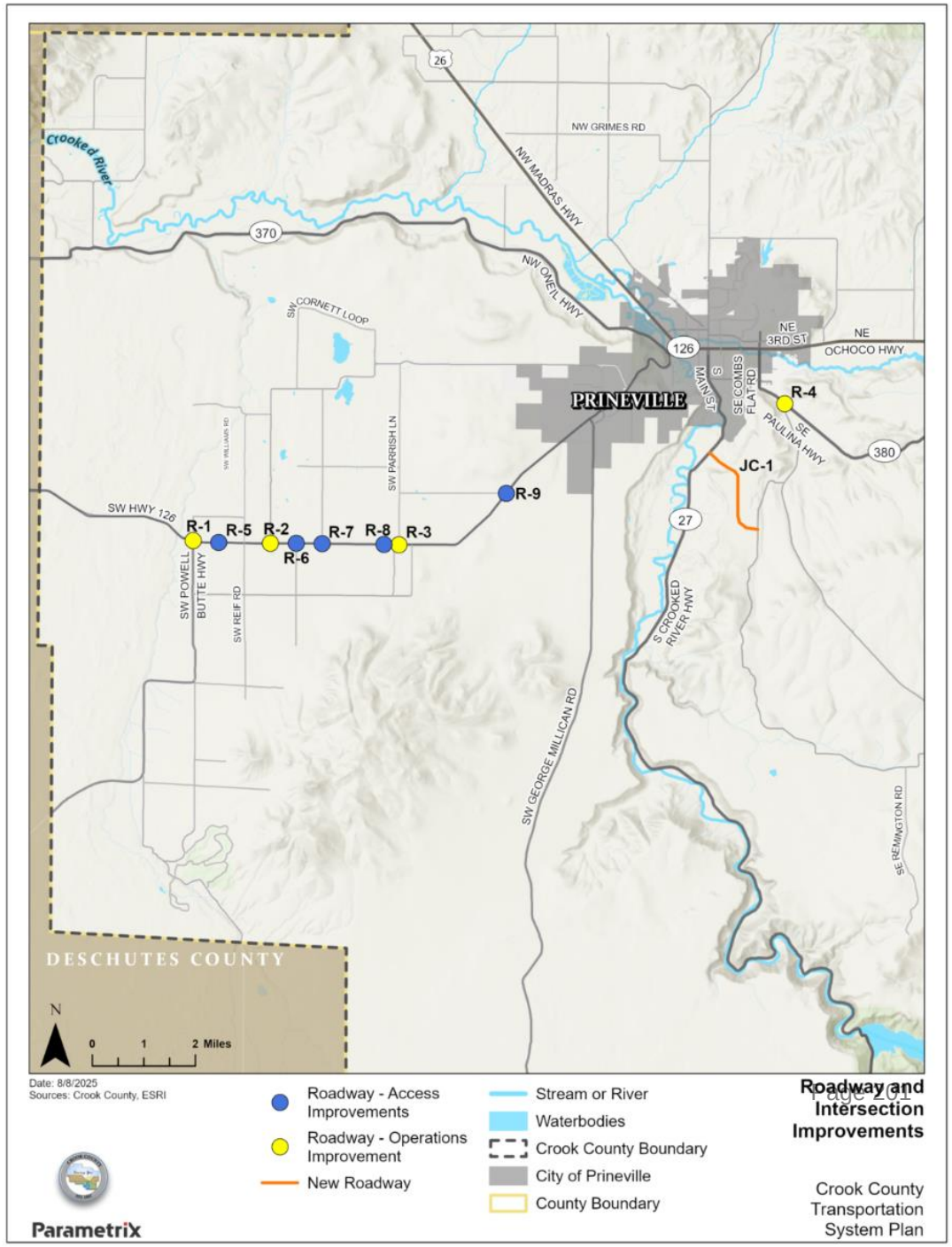
- More than 500 people attended events, responded to surveys, and shared input
- Transportation Safety is the top community priority
- Top Project Priorities:
  - SW Powell Butte Hwy and OR 126 intersection
  - Juniper Canyon Access



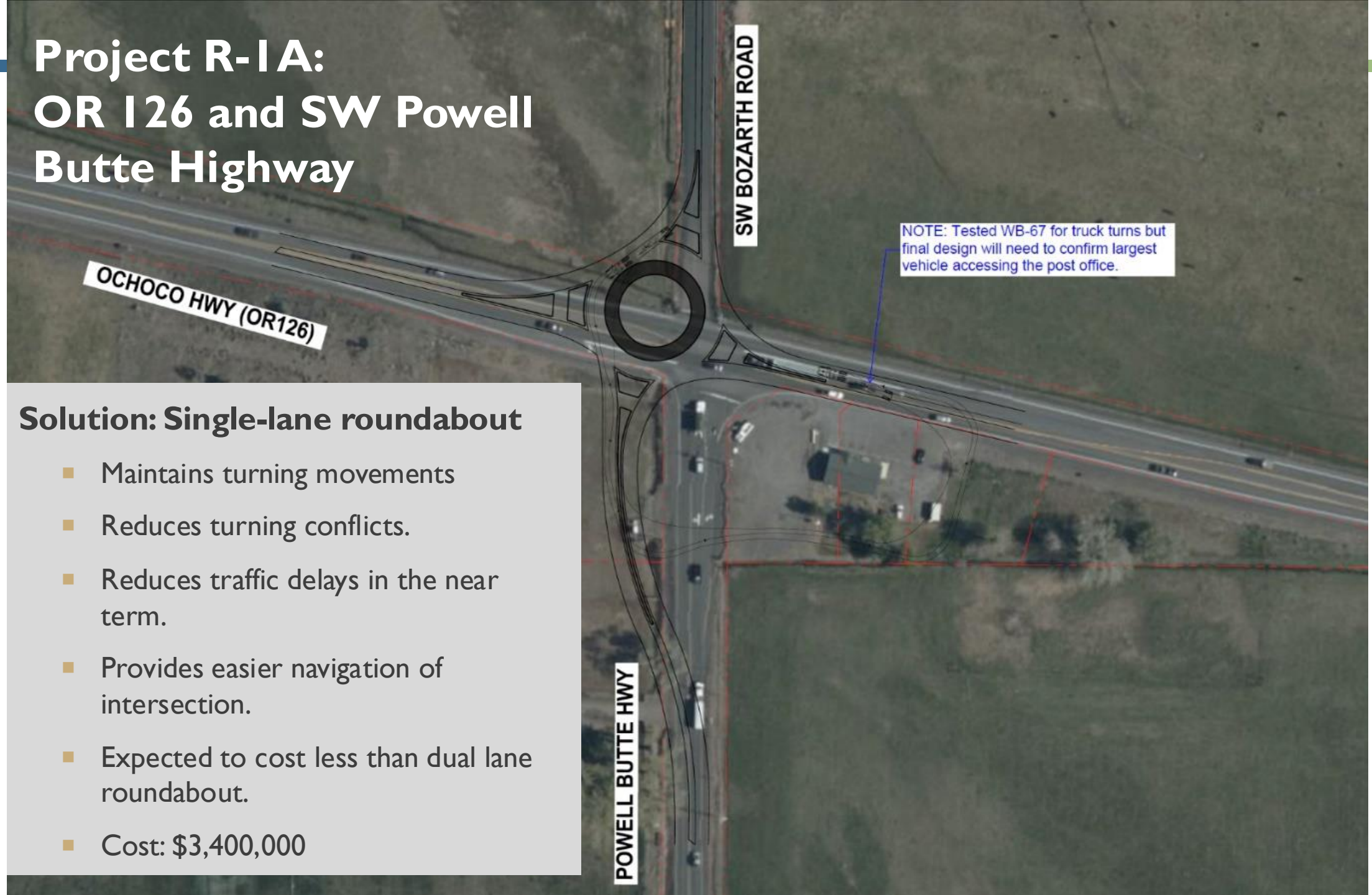
RECOMMENDED IMPROVEMENTS

ROADWAY AND INTERSECTION IMPROVEMENTS

- Intersection and Operations Improvements
- Access Management
- Bridge Improvements



Project R-1A: OR 126 and SW Powell Butte Highway

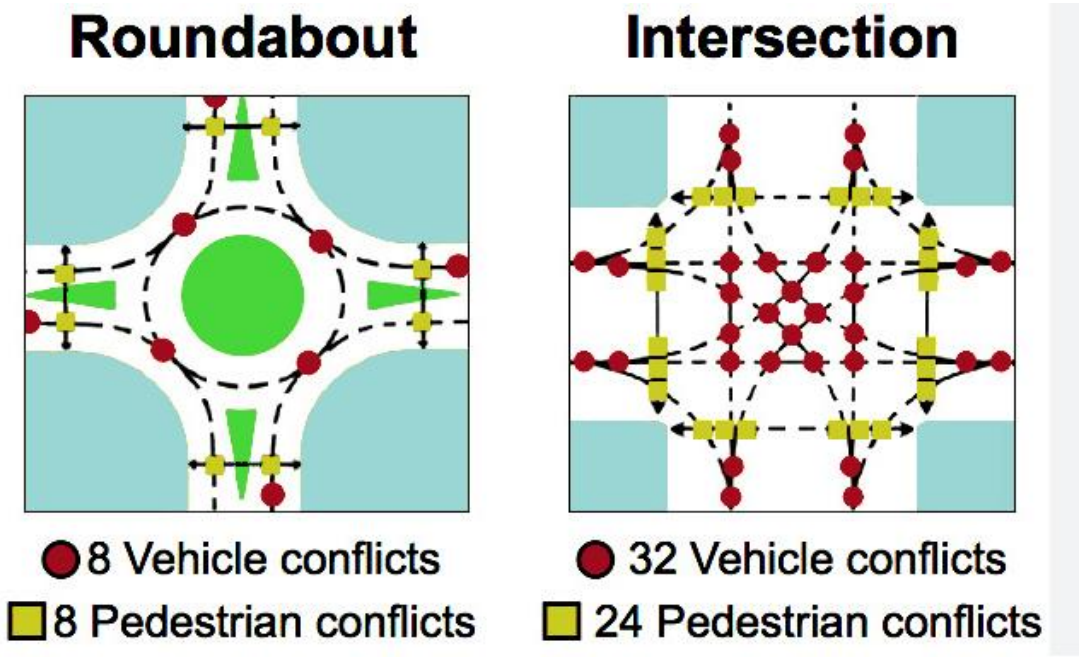


Solution: Single-lane roundabout

- Maintains turning movements
- Reduces turning conflicts.
- Reduces traffic delays in the near term.
- Provides easier navigation of intersection.
- Expected to cost less than dual lane roundabout.
- Cost: $3,400,000

ROUNDABOUTS – HOW DO THEY IMPROVE SAFETY AND CONGESTION?

- Designed to slow entering traffic (20MPH or less)
- Reduce congestion by allowing better vehicle throughput
  - Often better than signals
- Reduce conflict points = improved safety
- Lower operations/maintenance cost
- Designed for large vehicles/trucks/trailers



PROJECT R-2: OR 126 AND SW WILLIAMS ROAD

Key issues

- Intersection is forecast to not meet ODOT's standard for congestion
- School, other destinations at this intersection
- Speeding and safety

Solution: **Single-Lane Roundabout**

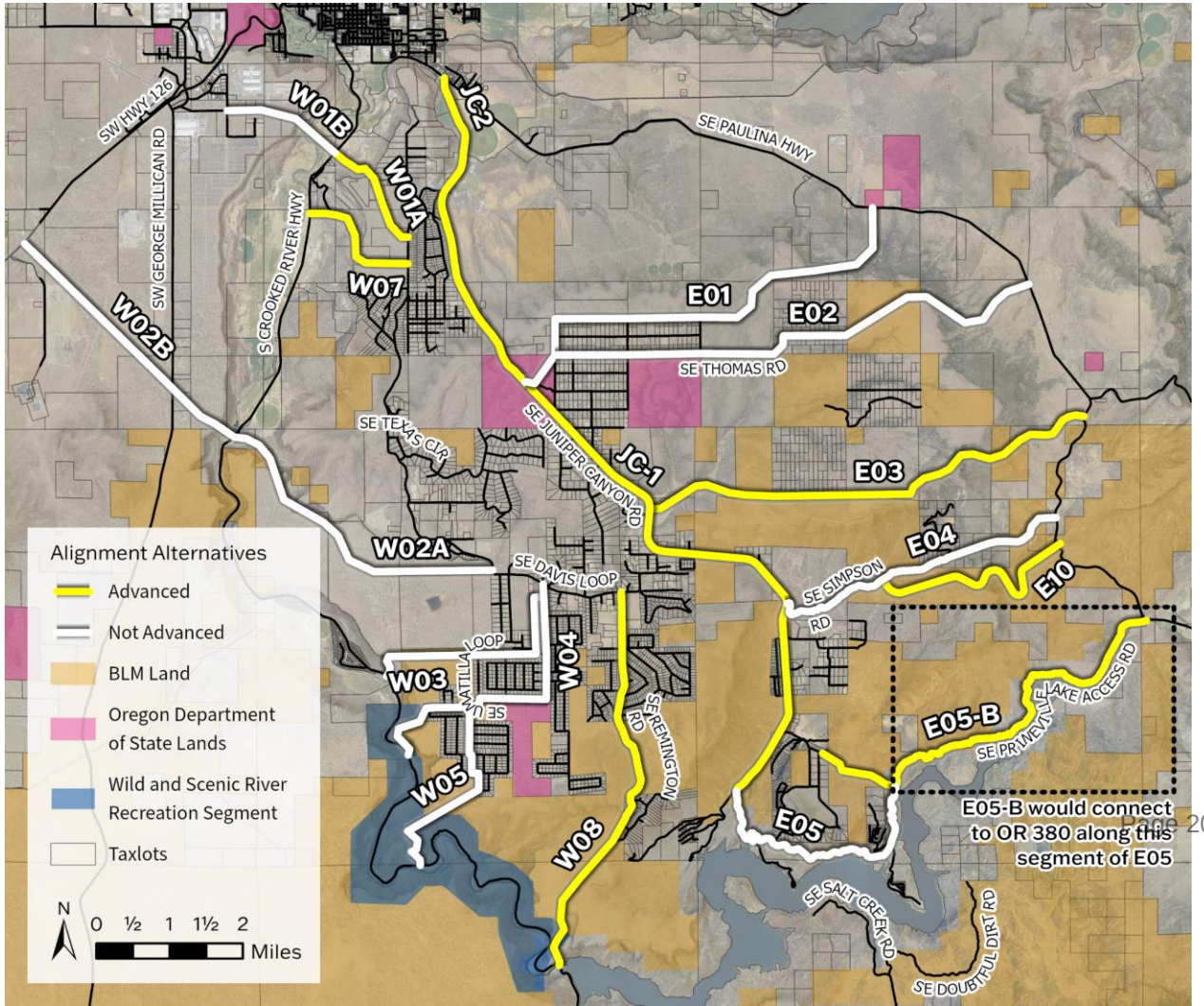
- Improves safety performance for all modes
- Provides traffic calming
- Cost: $3,400,000



PROJECT JC-1 AND JC-2: JUNIPER CANYON ACCESS

Key Issues:

- Juniper Canyon community is growing; in recent years, ~50 new housing units / year
- One main access road – limits:
  - Options if route is closed
  - Emergency response
  - Evacuation routes
- Increased congestion through Prineville



Cost Estimates

- Cost estimates are "planning-level," based on limited information and assumptions
- Greater design detail = greater cost certainty
- These estimates have substantial contingency and -30%/+50% range to account for uncertainty

Crook County: Juniper Canyon
Concept-Level Construction Cost Estimate

LOCATION:		UPDATED BY:	DATE:
ALTERNATIVE:	**E10 - Switchbacks**	K. Ely	9/3/2025
KIND OF WORK:	Construction of 3.2 miles of gravel road	LENGTH: 17,090 feet	SHEET:
		ROADWAY WIDTH: 24 feet	1 of 1

NO.	ITEM	UNIT	QUANTITY	UNIT COST	COST
1	Clearing & Grubbing	ACRE	13.2	$ 10,000	$ 131,900
2	General Excavation	CYD	1,623,150	$ 10	$ 16,231,500
3	Aggregate Shoulders	TON	4,690	$ 80	$ 375,200
4	Aggregate Base	TON	28,110	$ 80	$ 2,248,800
5	AC Pavement	TON	0	$ 175	$ -
6	Pavement Markings (0%)	LS	1	$ -	$ -
7	Permanent Signing (1%)	LS	1	$ 189,900	$ 189,900
9	Drainage (2.5%)	LS	1	$ 474,700	$ 474,700
				MATERIALS SUBTOTAL	***$ 19,652,000***

	ADDITIONAL CONST. COSTS	SUGGESTED	PERCENTAGE		COST
	Construction Surveying	1.0-2.5%	2.5%		$ 491,300
	Temporary Traffic Control	12.0-20.0%	2.0%		$ 393,000
	Mobilization	8.0-10.0%	8.0%		$ 1,572,200
	Erosion Control	0.5-2.0%	2.0%		$ 393,000
	Contigency	30-40%	40.0%		$ 7,860,800
	Escalation (compounded annually)	1.0-4.0%	4.0%		$ -
		Design Year	2024		
		Construction Year	2024		
				CONSTRUCTION TOTAL	***$ 30,362,300***

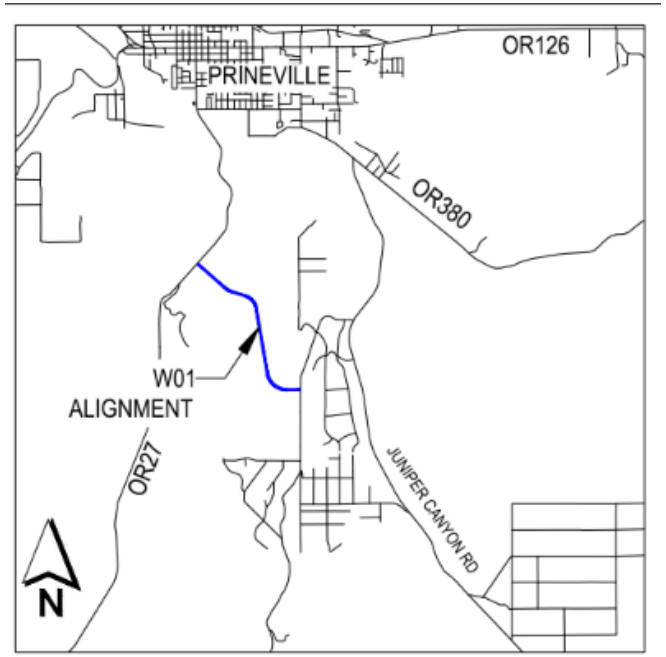
Class 5 Estimate Range			-30%	$ (9,108,700)
			+50%	$ 15,181,200
Construction Subtotal with Range		$ 21,253,600	to	$ 45,543,500
Planning & Engineering	5%	$ 1,062,700	to	$ 2,277,200
Construction Services	10%	$ 2,125,400	to	$ 4,554,400
TOTAL		**$ 24,442,000**	**to**	**$ 52,376,000**

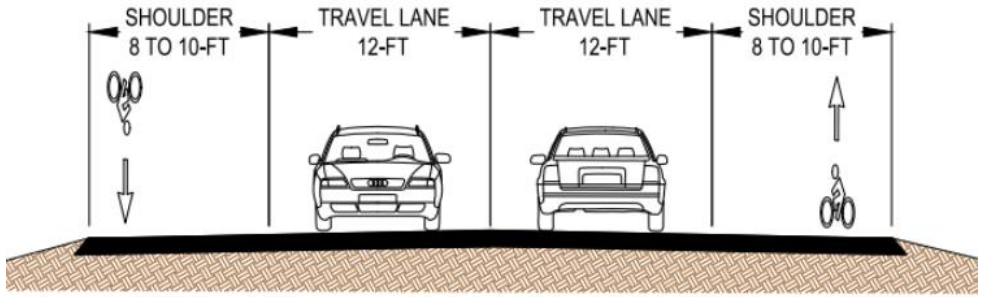
NOTES:

PROJECT JC-1: JUNIPER CANYON ACCESS

Solution: W01

- Previously vetted alternative
- Helps relieve congestion along SE Juniper Canyon Road.
- Provides additional travel options for emergency response.
- Cost: $6,090,000 to $13,050,000

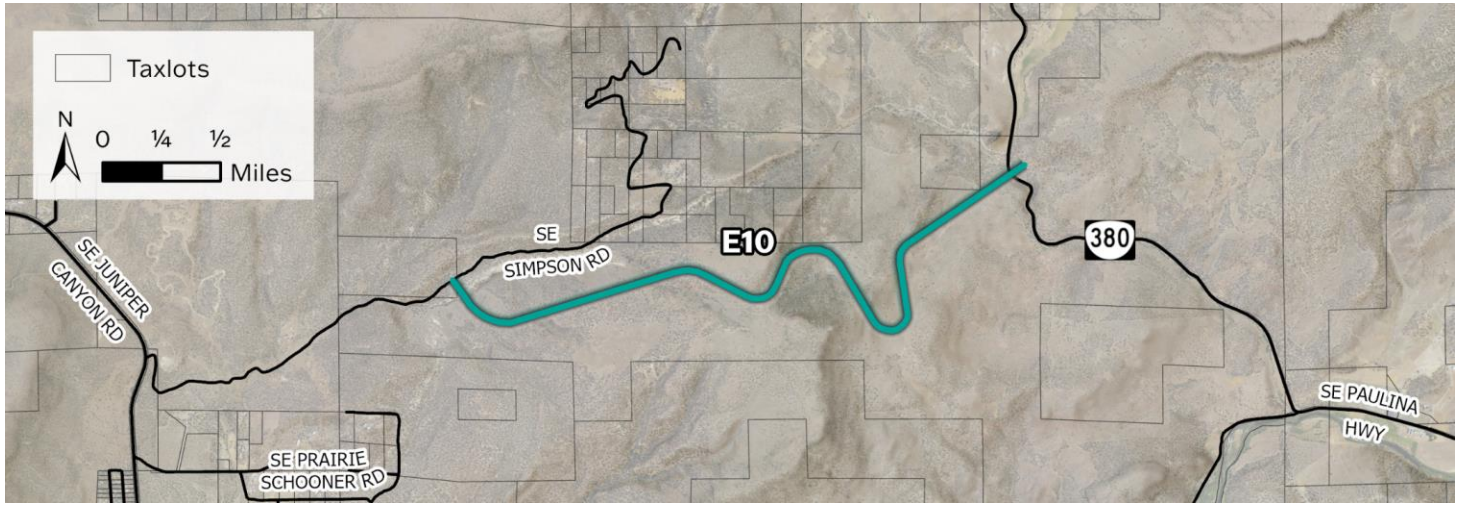




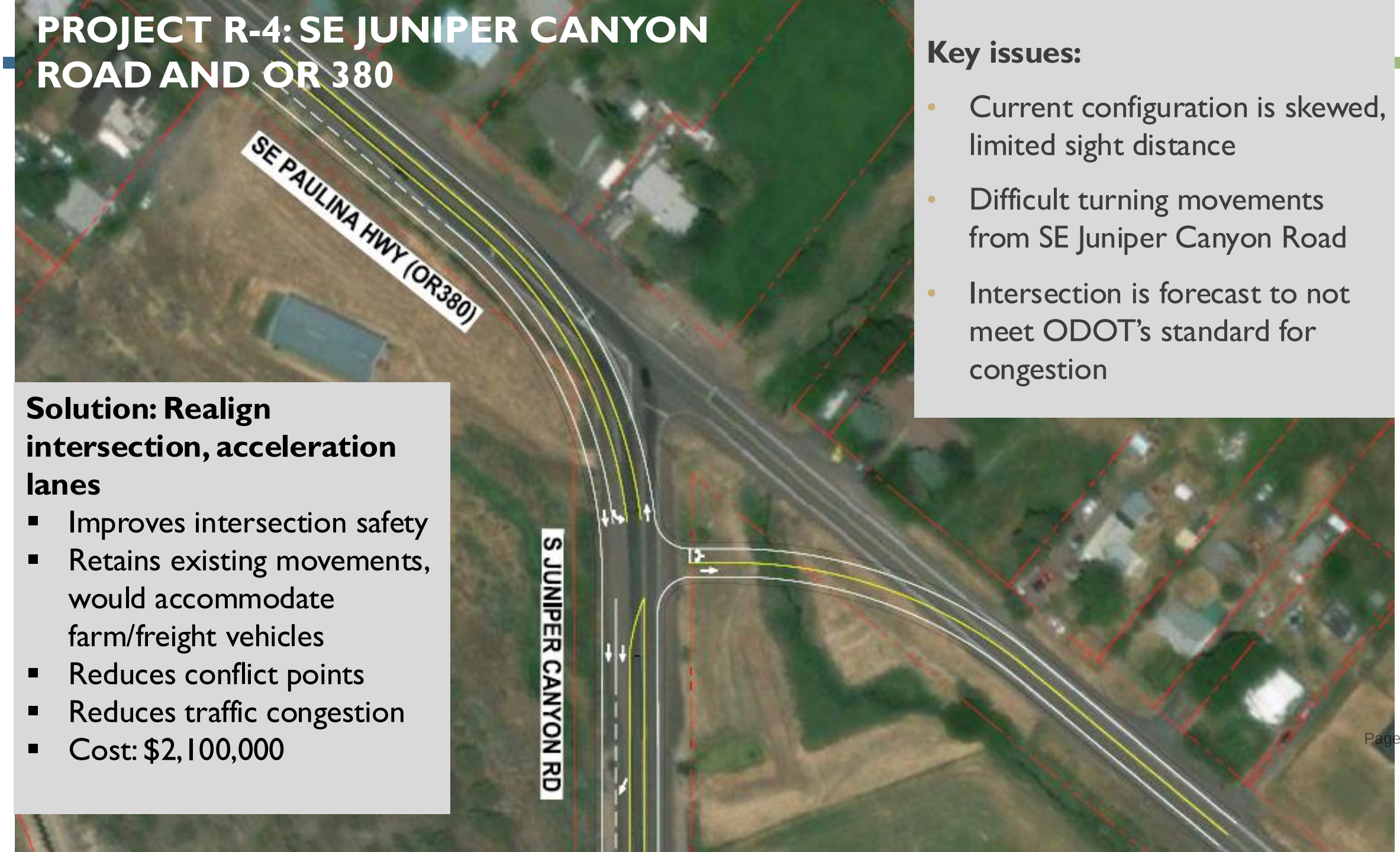
PROJECT JC-2: JUNIPER CANYON ACCESS

Solution: E10

- Gravel roadway – provide emergency evacuation route
- Located primarily on BLM land
- Cost: $24M to $52M



PROJECT R-4: SE JUNIPER CANYON ROAD AND OR 380



Key issues:

- Current configuration is skewed, limited sight distance
- Difficult turning movements from SE Juniper Canyon Road
- Intersection is forecast to not meet ODOT's standard for congestion

Solution: Realign intersection, acceleration lanes

- Improves intersection safety
- Retains existing movements, would accommodate farm/freight vehicles
- Reduces conflict points
- Reduces traffic congestion
- Cost: $2,100,000

PROJECT R-3: OR 126 AND SW PARRISH LANE

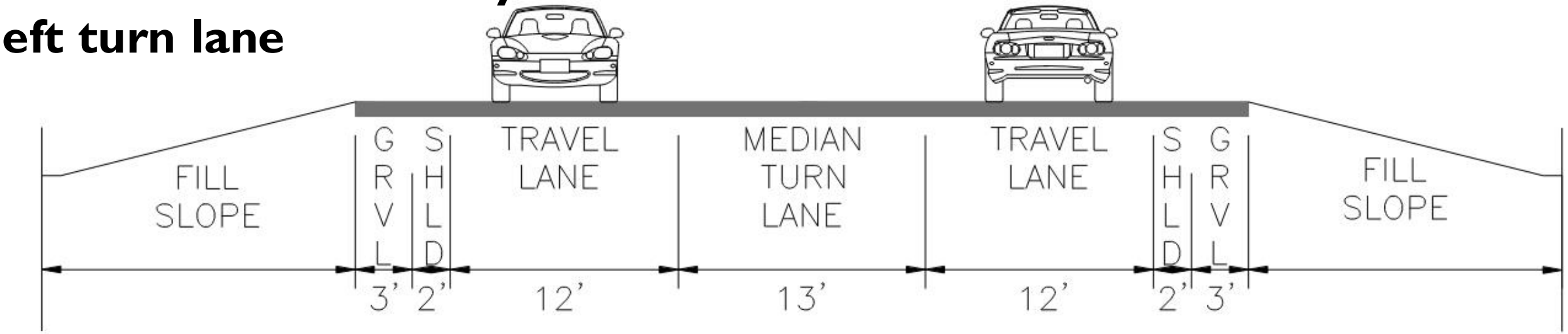
Key issues:

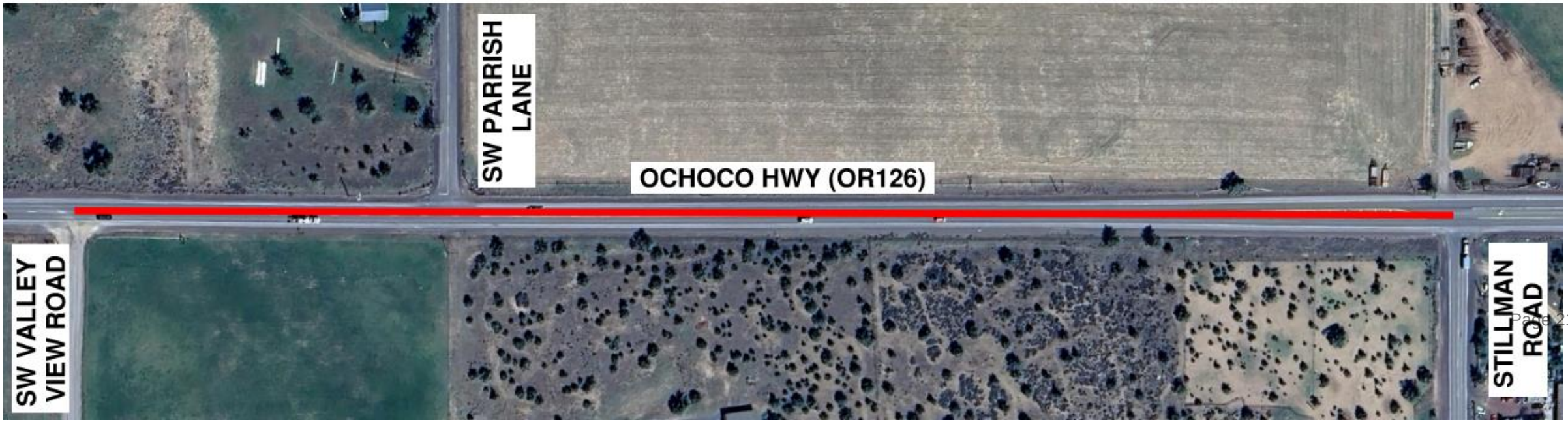
- Intersection is forecast to not meet ODOT's standard for congestion
- No dedicated left turn lane to access SW Parrish Lane

Solution: Widen OR 126 from SW Valley View Road to Stillman Road and include center two-way left turn lane

- Reduces traffic congestion and delay
- Opportunity to add medians/physical markers to encourage slower driving
- Cost: $900,000

Widen OR 126 and include center two-way left turn lane





BRIDGES

Replace

- SW Powell Butte Highway over Powell Butte Canal
- SW Powell Butte Highway over Powell Butte Wasteway
- Johnson Creek Road NE over Ochoco Main Canal

Continue

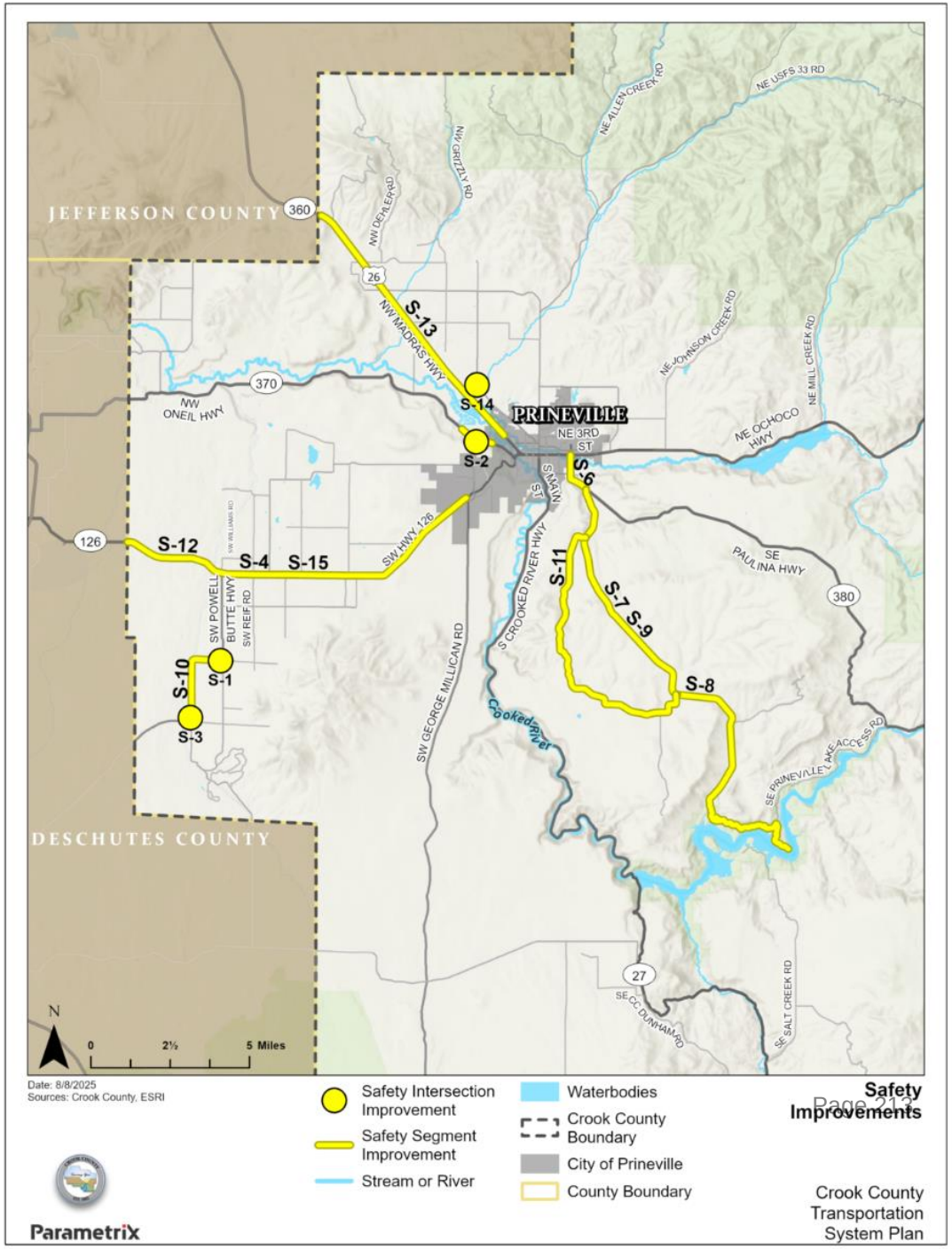
- Non-NBI bridge replacement program
  - Replace one non-NBI bridge per year

Study

- Repairing or replacing County Road 221 bridge over Paulina Creek

SAFETY IMPROVEMENTS

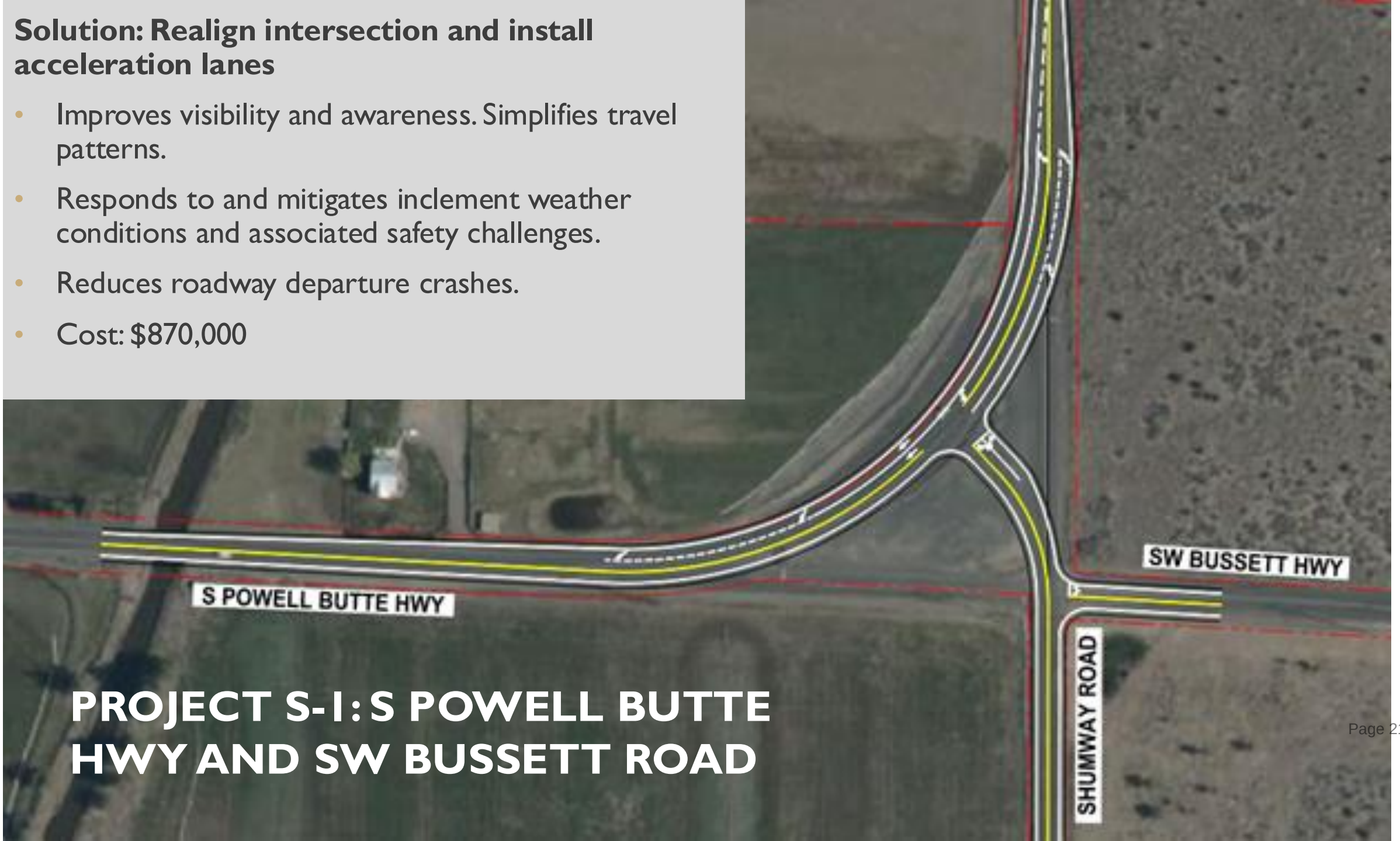
- Projects address:
  - Locations with higher-than-expected crash rates
  - Community input
  - 2017 TSP Safety Improvements



PROJECT S-1: S POWELL BUTTE HWY AND SW BUSSETT ROAD

Solution: Realign intersection and install acceleration lanes

- Improves visibility and awareness. Simplifies travel patterns.
- Responds to and mitigates inclement weather conditions and associated safety challenges.
- Reduces roadway departure crashes.
- Cost: $870,000



SAFETY IMPROVEMENTS

Treatment	Benefit or Impact	Example Location
Rumble strips, raised pavement markings, or edge line striping	• Improves visibility and awareness • Enhances roadway navigation	• OR 126
Curve chevrons or guardrail	• Improves visibility and awareness • Reduces roadway departure crashes	• Rimrock Acres Loop and OR 370
Variable speed limits	• Responds to inclement weather	• SE Juniper Canyon Road
Speed feedback signs*	• Improves awareness. • Encourages speeding drivers to slow down.	• OR 126
Lighting	• Improves visibility and awareness	• S Powell Butte Highway and Alfalfa Road
Remove trees in clear zone	• Reduces fixed-object crashes with trees	• Davis Loop

*Requires coordination with/approval by ODOT when on state route

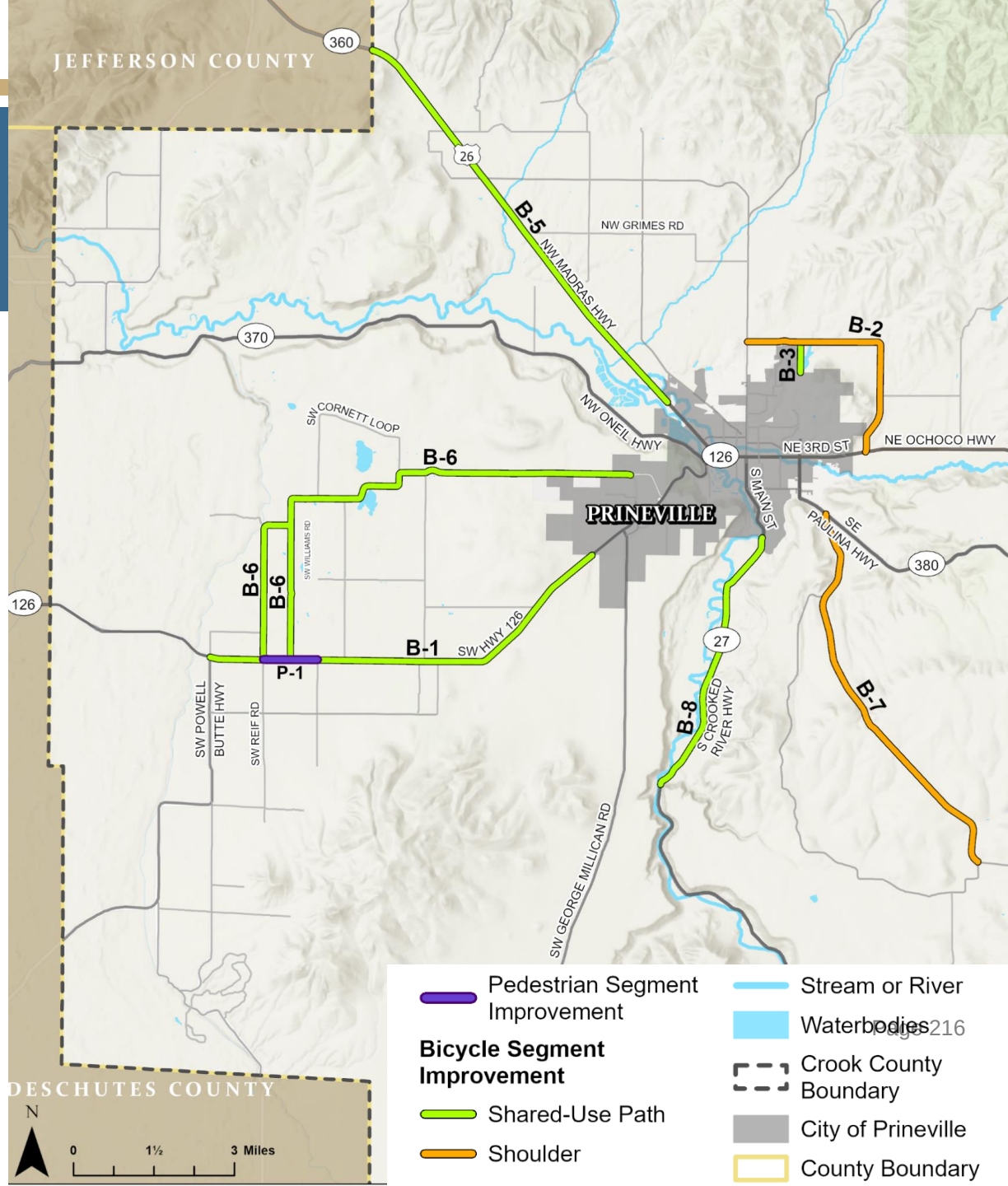
ACTIVE TRANSPORTATION IMPROVEMENTS

Install sidewalks, curb, gutter, curb ramps, lighting, marked crosswalks

- OR 126 and SW Williams Road

Install shared-use path

- OR 126 from SW Powell Butte Highway to Prineville UGB
- Barnes Butte Road to Iron Horse path
- US 26 from existing path to County line
- Houston Lake Road, SW Williams Road, Reif Road
- OR 27 to planned path in Prineville



ACTIVE TRANSPORTATION IMPROVEMENTS

Add paved shoulders

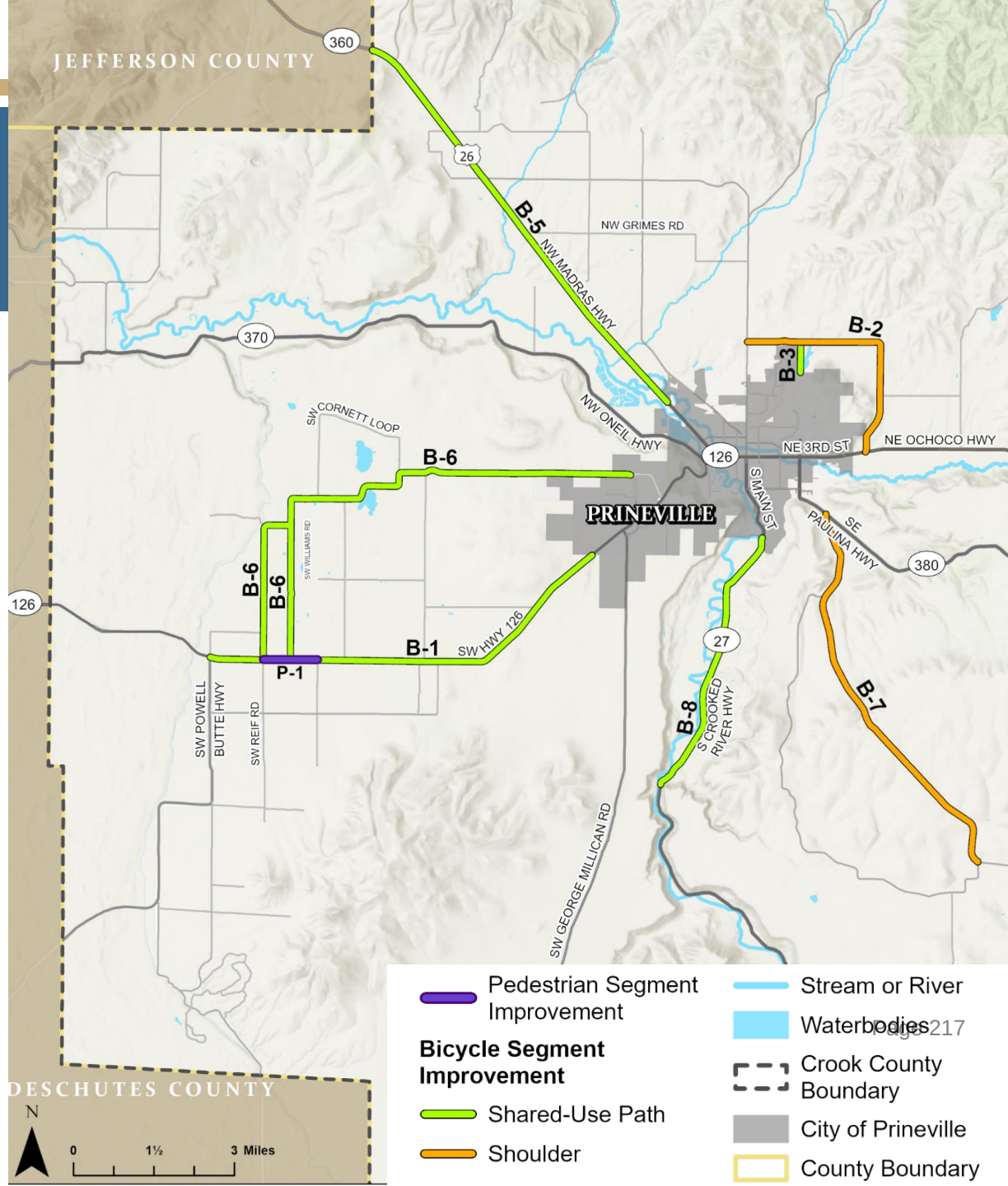
- Barnes Butte Road
- SE Juniper Canyon Road

Construct bicycle hub (rest stop)

- OR 27 Scenic Bikeway corridor

Add bicycle route signage

- Countywide



PUBLIC TRANSPORTATION IMPROVEMENTS

Project Descriptions	
Cascades East Transit Service Enhancement Plan	Institute evening and Saturday limited circulation as part of Route 26 flex-route
Fixed route enhancements	Increase service in Prineville with eventual deviated fixed route or a purely fixed route to provide connections to more destinations.
Dial-A-Ride enhancements and Transportation Network Company (TNC) encouragement	Improve accessibility for residents in rural Crook County through a larger service area for dial-a-ride service. Additionally, incorporate TNC elements into the current Dial-A-Ride system.
Transit community outreach	Educate the community about connections available within Redmond and Prineville to reach key destination such as Central Oregon Community College (COCC), the Redmond Airport, the hospital, and additional locations within Bend.

FREIGHT

Project Location	Project Description
Bus Evans Road and Elliott Lane reconstruction to freight route standards	Reconstruct Bus Evans Road and Elliot Lane to freight route standards, with 12-ft lanes, 2-ft shoulders on each side, including 17.14 feet of rock shoulder, and the appropriate roadway base. Bus Evans Road and Elliott Lane reconstruction to freight route standards
US 26 railroad bridge feasibility study	Conduct a feasibility study regarding the reconstruction of the US 26 railroad bridge or lowering of OR 126 to accommodate oversized loads on US 26.

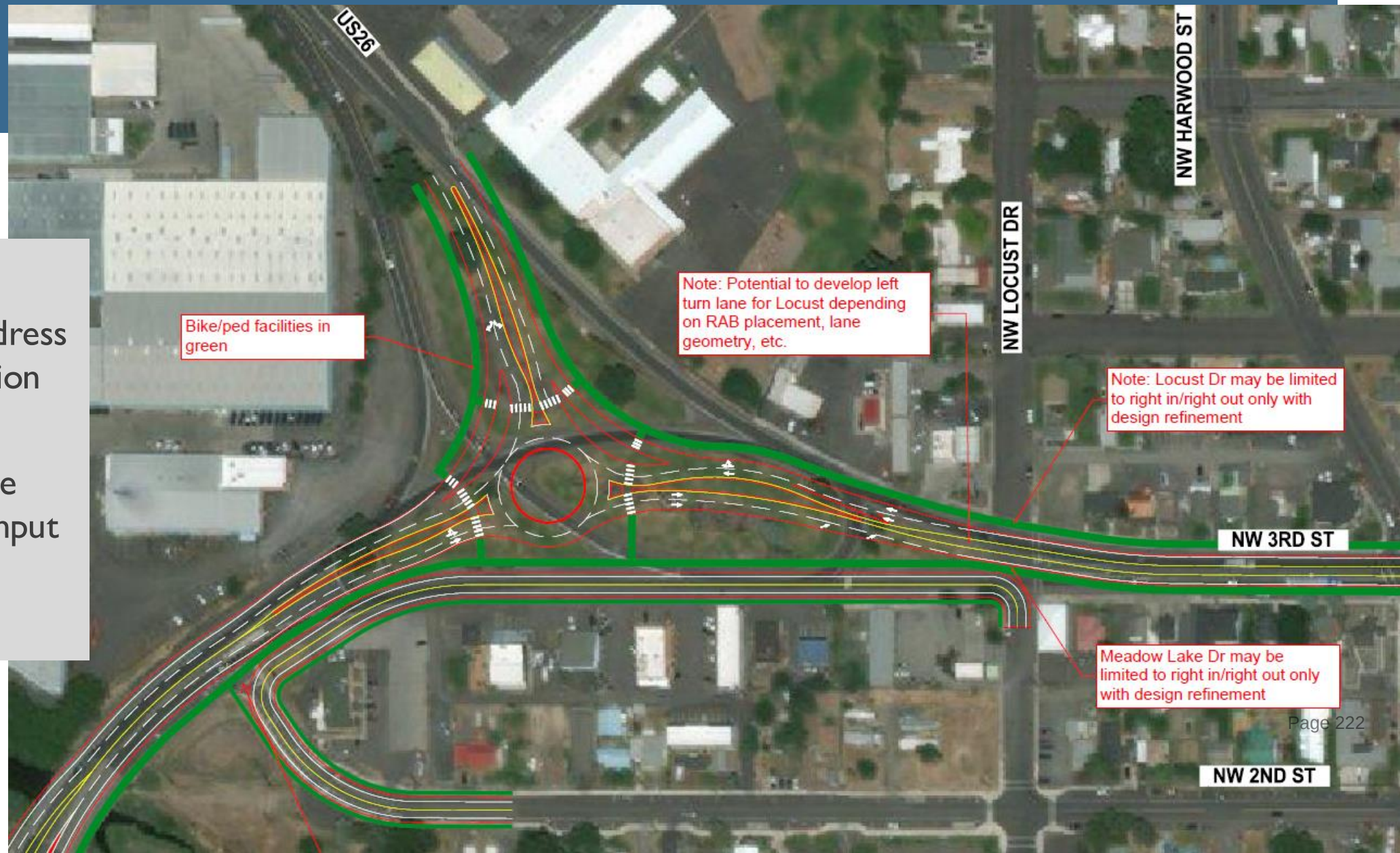
RELATED PRINEVILLE TSP PROJECTS

OVERVIEW

- Prineville completed their TSP update earlier this year
- Includes a number of projects that improve east-west connections
- Major investment proposed in West Y
- New street connections that take pressure of 3rd Street

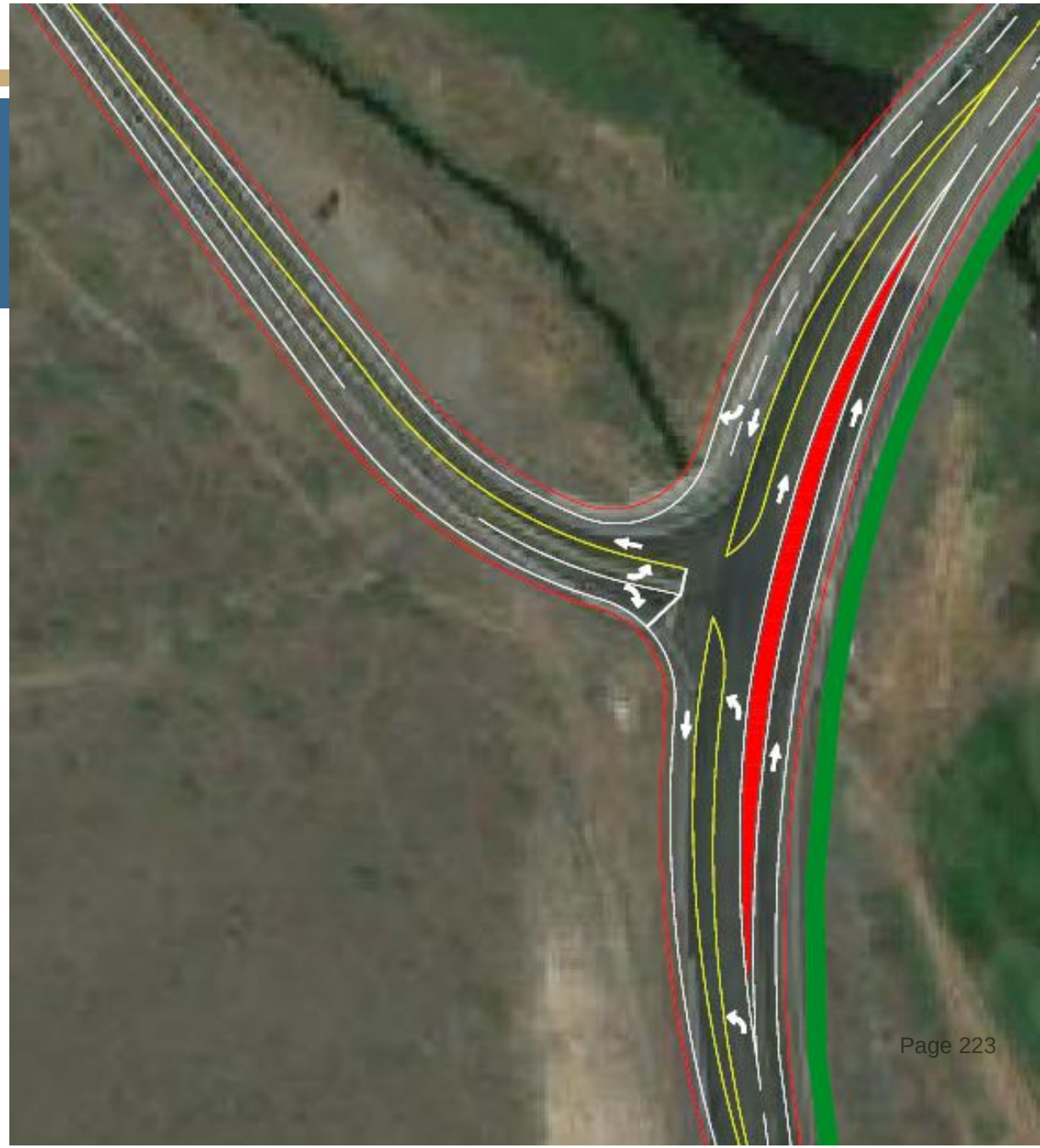
WEST Y

- Roundabout concept to address safety, congestion issues
- Would increase overall throughput of OR 126/3rd Street



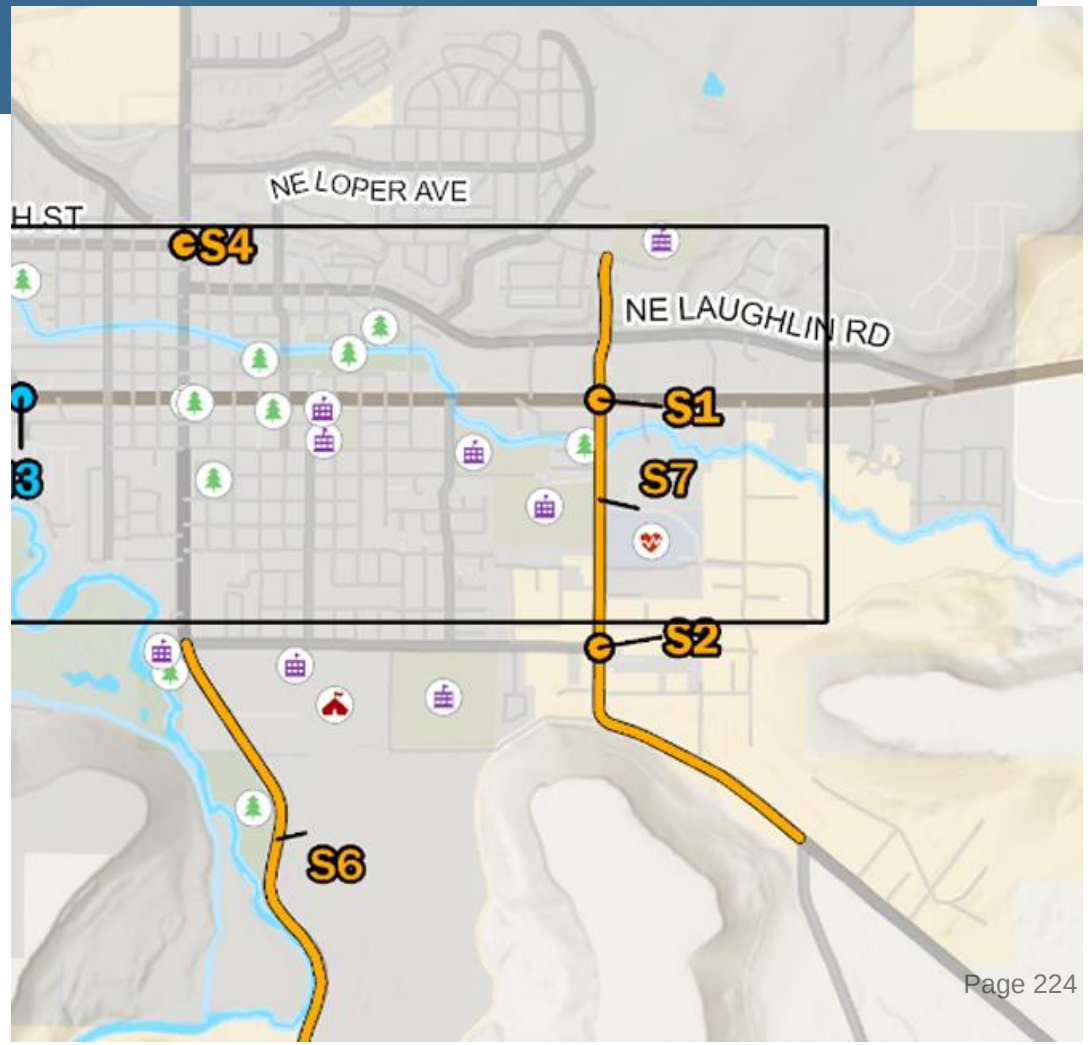
O'NEIL HIGHWAY

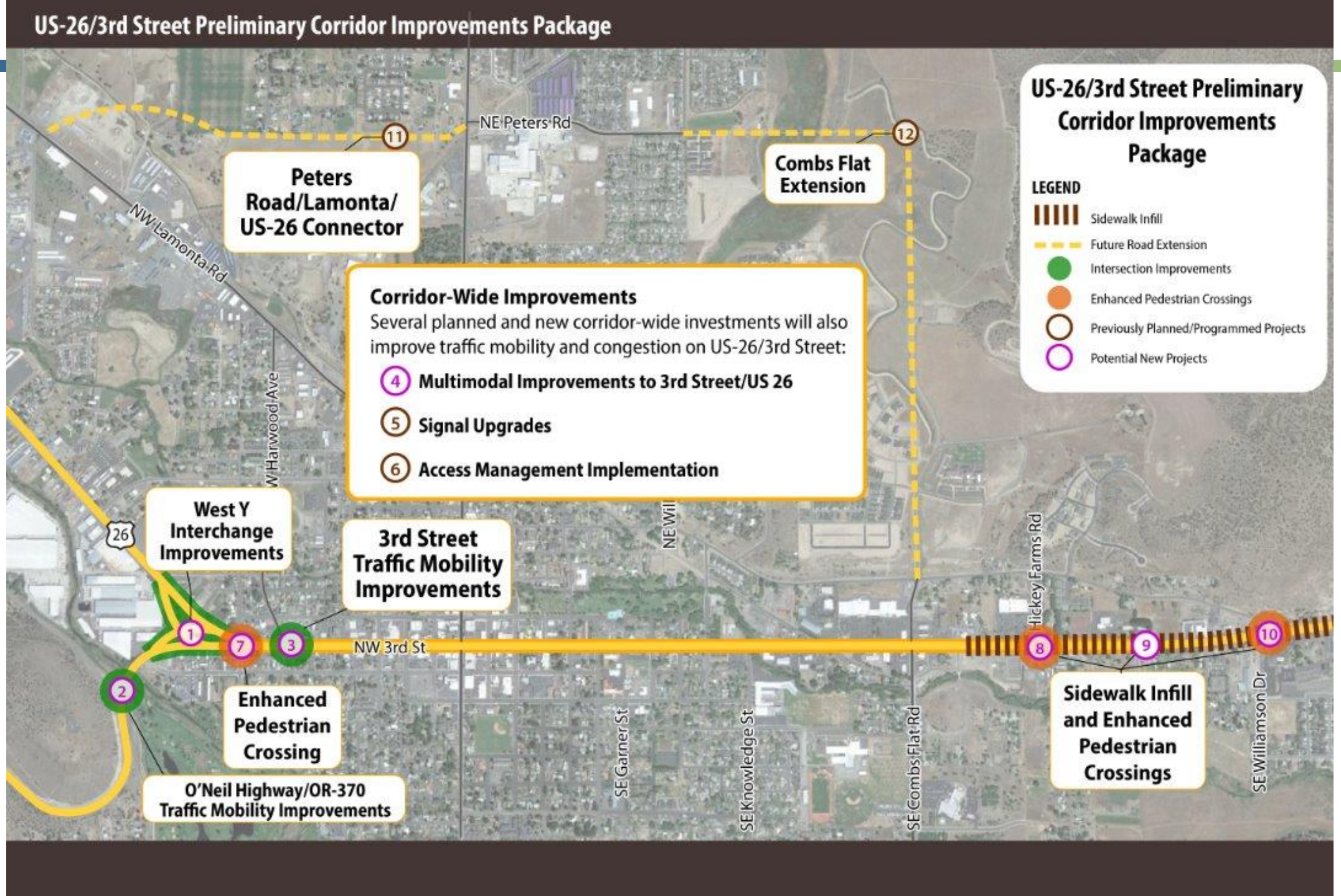
- Intersection reconfiguration to reduce turning crashes
- Would handle increased traffic volumes better



OTHER PROJECTS

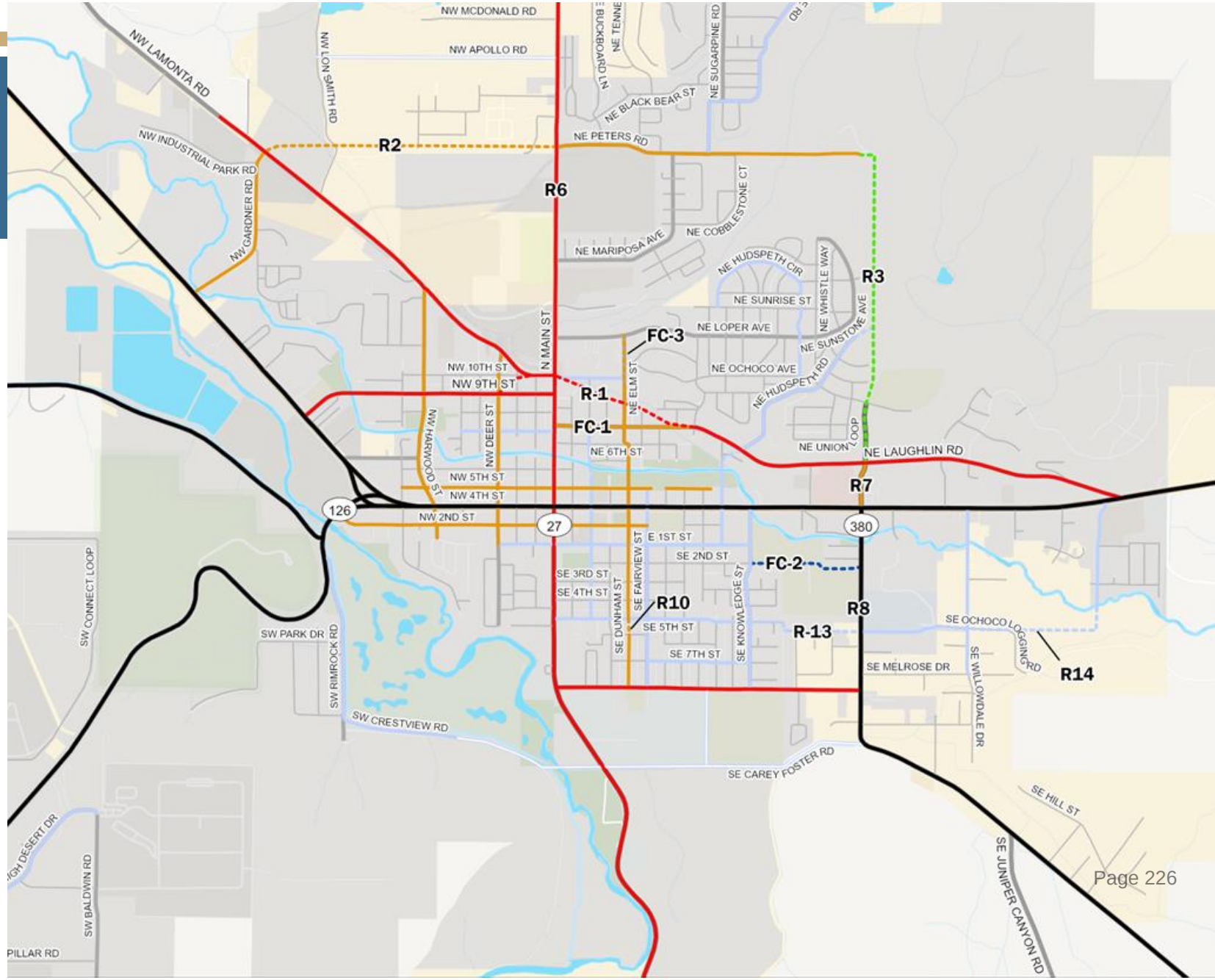
- Widen Combs Flat between Lynn and 3rd Street to arterial standards
- Lynn/Combs Flat intersection: near term - lighting, signage, site distance improvements
  - Long term: intersection control evaluation




US-26/3rd Street Preliminary Corridor Improvements Package
US-26/3rd Street Preliminary Corridor Improvements Package
LEGEND
Sidewalk Infill
Future Road Extension
Intersection Improvements
Enhanced Pedestrian Crossings
Previously Planned/Programmed Projects
Potential New Projects
Peters Road/Lamonta/ US-26 Connector
Combs Flat Extension
Corridor-Wide Improvements
Several planned and new corridor-wide investments will also improve traffic mobility and congestion on US-26/3rd Street:
4 Multimodal Improvements to 3rd Street/US 26
5 Signal Upgrades
6 Access Management Implementation
West Y Interchange Improvements
3rd Street Traffic Mobility Improvements
Enhanced Pedestrian Crossing
O'Neil Highway/OR-370 Traffic Mobility Improvements
Sidewalk Infill and Enhanced Pedestrian Crossings
NE Peters Rd
NW Lamonta Rd
W Harwood Ave
NE Wil
NW 3rd St
SE Garner St
SE Knowledge St
SE Combs Flat Rd
Hickey Farms Rd
SE Williamson Dr
26

NEW CONNECTIONS

- New connections to Lamonta, US 26, recently completed Combs Flat Extension
- 9th Street extension
- All reduce traffic on 3rd Street



TSP PROJECTS SUMMARY

PROJECTS ORGANIZED BY PRIORITY

TSP PROJECTS SUMMARY

Project ID	Project Name/Location	Improvement Time Frame	Cost Estimate	Possible Funding Source
R-3A	OR 126 & SW Parrish Ln: ▪ Widen OR 126 from SW Valley View Rd to Stillman Rd (center two-way left-turn lane).	Near	$900,000	ODOT, Local Funds
JC-1	Juniper Canyon Access: ▪ Develop new roadway connection in Juniper Canyon between Davis Loop and OR 27.	Near	$9,300,000 to $20,000,000	Local Funds, Grants
JC-2	Juniper Canyon Access: ▪ Develop new gravel roadway connection in Juniper Canyon between SE Simpson Rd and OR 380	Near	$24,000,000 to $52,000,000	Local Funds, Grants

TSP PROJECTS SUMMARY

Project ID	Project Name/Location	Improvement Time Frame	Cost Estimate	Possible Funding Source
S-3A	S Powell Butte Hwy & Alfalfa Rd: ▪ Install lighting and curve chevrons along S Powell Butte Hwy. ▪ Reassess curve warning signage and check for sign spacing.	Near	$71,000	Local Funds, Grants
S-4	OR 126 east of Powell Butte Hwy to Copley Rd: ▪ Widen edge line striping.	Near	$260,000	ODOT
S-5	OR 370 east of Happy Hollow Dr: ▪ Install rumble strips and/or wider edge line striping.	Near	$22,000	ODOT

TSP PROJECTS SUMMARY

Project ID	Project Name/Location	Improvement Time Frame	Cost Estimate	Possible Funding Source
S-6	OR 380 south of NE 3rd St: ▪ Evaluate access management along the corridor.	Near	N/A	ODOT
S-7	Juniper Canyon Rd variable speed limit: ▪ Implement variable speed limit based on weather conditions.	Near	TBD based on future evaluation	Local Funds
S-8	Juniper Canyon Rd alignment delineation: ▪ Add raised pavement markers on SE Juniper Canyon Rd. ▪ Add edge-line rumble strips to SE Juniper Canyon Rd.	Near	$94,000	Local Funds

TSP PROJECTS SUMMARY

Project ID	Project Name/Location	Improvement Time Frame	Cost Estimate	Possible Funding Source
S-9	Juniper Canyon Rd ▪ Add or enhance horizontal curve signage and markings.	Near	$10,000	Local Funds
S-10	Powell Butte Rd ▪ Add or enhance horizontal curves pavement markings.	Near	$10,000	Local Funds
T-3	Dial-a-ride enhancements and transportation network company encouragement.	Near	Already adopted as part of other plans.	
T-4	Transit community outreach.	Near	Variable	ODOT City of Prineville Local Funds

TSP PROJECTS SUMMARY

Project ID	Project Name/Location	Improvement Time Frame	Cost Estimate	Possible Funding Source
R-1A	OR 126 & Powell Butte: ▪ Construct a single-lane roundabout.	Medium	$3,400,000	ODOT, Development, Local Funds
R-2A	OR 126 & SW Williams Rd: ▪ Construct a single-lane roundabout. ▪ Requires an Intersection Control Evaluation to determine appropriate traffic control change.	Medium	$3,400,000	ODOT, Safe Routes to School, Local Funds
R-5	OR 126 at Kissler Rd. ▪ Balance destination access with mobility and safety of the transportation system.	Medium	$20,000	ODOT
R-6	OR 126 at Copley Rd. ▪ Balance destination access with mobility and safety of the transportation system.	Medium	$20,000	ODOT

TSP PROJECTS SUMMARY

Project ID	Project Name/Location	Improvement Time Frame	Cost Estimate	Possible Funding Source
R-7	OR 126 at Minson Rd. ▪ Balance destination access with mobility and safety of the transportation system.	Medium	$20,000	ODOT
R-8	OR 126 at Yates Rd. ▪ Balance destination access with mobility and safety of the transportation system.	Medium	$20,000	ODOT
R-9	OR 126 at Wiley Rd. ▪ Balance destination access with mobility and safety of the transportation system.	Medium	$20,000	ODOT
BR-1	County Road 221 bridge over Paulina Creek (NBI Bridge 19083): ▪ Study cost of repairing or replacing this functionally obsolete bridge.	Medium	$30,000	Local Funds, Grants

TSP PROJECTS SUMMARY

Project ID	Project Name/Location	Improvement Time Frame	Cost Estimate	Possible Funding Source
BR-2	SW Powell Butte Hwy bridge over Powell Butte Canal (NBI Bridge 03291): ▪ Replace bridge.	Medium	$1,500,000	Grants
BR-3	SW Powell Butte Hwy bridge over Powell Butte Wasteway (NBI Bridge 03293): ▪ Replace bridge.	Medium	$1,500,000	Grants
BR-4	Johnson Creek Rd NE bridge over Ochoco Main Canal (NBI Bridge 13C06A): ▪ Replace bridge.	Medium	$1,500,000	Grants
BR-5	Non-NBI bridge replacement program: ▪ Replace one non-NBI bridge per year.	Medium	$4,500,000	Local Funds

TSP PROJECTS SUMMARY

Project ID	Project Name/Location	Improvement Time Frame	Cost Estimate	Possible Funding Source
S-2	Rimrock Acres Loop & OR 370: ▪ Install lighting. ▪ Install raised pavement markings. ▪ Evaluate existing curve warning signage locations and warning speeds. ▪ Install curve chevrons, guardrail, and rumble strips.	Medium	$180,000	Local Funds, Grants
S-11	Davis Loop Rd ▪ Remove trees within clear zone.	Medium	TBD based on future study	Local Funds
S-12	Powell Butte (OR 126) ▪ Install/maintain speed feedback signs.	Medium	$50,000	ODOT

TSP PROJECTS SUMMARY

Project ID	Project Name/Location	Improvement Time Frame	Cost Estimate	Possible Funding Source
S-13	US 26 ▪ Add systemic safety treatments, including edgeline rumble strips.	Medium	$50,000	ODOT
S-14	Lamonta Rd ▪ Install horizontal curve signage, speed feedback sign, and delineators.	Medium	$50,000	Local Funds
S-15	OR 126 ▪ Install systemic safety treatments, including edgeline and centerline rumble strips.	Medium	$50,000	ODOT

TSP PROJECTS SUMMARY

Project ID	Project Name/Location	Improvement Time Frame	Cost Estimate	Possible Funding Source
B-1	OR 126 from SW Powell Butte Hwy to Prineville urban growth boundary: . Add shared-use trail along the south side of OR 126.	Medium	$6,600,000	ODOT, Local Funds
B-8	OR 27 . Add shared-use trail to connect to planned path in Prineville.	Medium	$4,400,000	ODOT, Local Funds
B-9	Countywide . Add bicycle route signage.	Medium	$50,000	Local Funds

TSP PROJECTS SUMMARY

Project ID	Project Name/Location	Improvement Time Frame	Cost Estimate	Possible Funding Source
P-1A	OR 126 and SW Williams Rd: ▪ Install sidewalk, curb and gutter, curb ramps, and intersection lighting. ▪ Install marked crosswalks on all four legs of the intersection.	Medium	$2,900,000	ODOT, Local Funds, Sidewalk Improvement Program
T-1	Crook County Service Enhancement Plan: ▪ Institute evening and Saturday limited circulation as part of Route 26 flex route.	Medium	Already adopted as part of other plans.	
F-2	US 26 railroad bridge feasibility study.	Medium	$35,000	ODOT

TSP PROJECTS SUMMARY

Project ID	Project Name/Location	Improvement Time Frame	Cost Estimate	Possible Funding Source
R-4A	SE Juniper Canyon Rd & OR 380: ▪ Realign intersection with left acceleration lane.	Long	$2,100,000	Local Funds
S-1	S Powell Butte Hwy & SW Bussett Rd: ▪ Install rumble strips along the curve. ▪ Implement variable speed limits that lower in icy conditions. ▪ Install lighting. ▪ Reassess curve warning signage and check sign spacing. ▪ Install acceleration lanes on S Powell Butte Hwy. ▪ Reconstruct intersection to simplify circulation patterns and turning movements.	Long	$870,000	Local Funds, Grants

TSP PROJECTS SUMMARY

Project ID	Project Name/Location	Improvement Time Frame	Cost Estimate	Possible Funding Source
B-2	Barnes Butte Rd: . Add paved shoulder to Barnes Butte Rd.	Long	$3,800,000	Local Funds
B-3	Barnes Butte Shared-Use Trail Connections: . Add shared-use trail connecting Barnes Butte Rd to Iron Horse shared-use trail in Prineville.	Long	$4,900,000	Local Funds
B-4	OR 27 Scenic Bikeway Bicycle Hub. . Construct a bicycle hub, or "rest stop," for hikers, bicyclists, recreationalists, and community members along the OR 27 scenic bikeway corridor; provide small shelter, information kiosk (map/community calendar), bicycle tool station, and bench/sitting area.	Long	$30,000	Private Partnership

TSP PROJECTS SUMMARY

Project ID	Project Name/Location	Improvement Time Frame	Cost Estimate	Possible Funding Source
B-5	US 26 (Madras Highway) shared-use trail: . Extend existing shared-use trail northwest to the county line parallel to US 26.	Long	$7,100,000	ODOT, Local Funds
B-6	Houston Lake Rd, SW Williams Rd, and Reif Rd . Add shared-use trails.	Long	$10,500,000	Local Funds
B-7	Juniper Canyon Rd (south) . Add paved shoulders.	Long	$5,400,000	Local Funds

TSP PROJECTS SUMMARY

Project ID	Project Name/Location	Improvement Time Frame	Cost Estimate	Possible Funding Source
T-2	Fixed-route enhancements to increase service in Prineville and expand connections to destinations.	Long	TBD	CET City of Prineville Local Funds
F-1	Bus Evans Rd and Elliott Ln.	Long	$15,000,000	Local Funds Grants

FUNDING AND IMPLEMENTATION

PROJECT COSTS (2024 $)

- Total TSP Project Costs: $112.9 million
  - Projects in partnership with ODOT: $27.5 million
  - Locally-led projects: $85.4 million
- County has no dedicated source of funding for transportation.
  - New funding sources are needed.

FUNDING SOURCES

- Grants
  - BUILD (Federal)
  - Earmark (Federal/State)
  - Building Resilient Infrastructure and Communities (Federal)
  - Statewide Transportation Improvement Program (State)
  - Federal Lands Access Program (Federal)

- Local Options (Potential)
  - System Development Charge
  - Developer-built
  - General fund
  - Local Improvement District
  - Special Road District
  - Tax Increment Financing

HOW DO PROJECTS GET DONE?

- **Smaller projects:** County lead, use local funds if available
- **Major Projects:**
  - Identify possible funding sources, **build coalition**
  - Refine the project, costs, and design
  - Additional public outreach
  - Multiple years to complete
- **Seek Grants:** Some have more onerous requirements than others.
- **Opportunism:** New grant opportunities, project underruns mean more $ for another project elsewhere, developer exactions
- **Developer**: New development contributes to SDCs

NEXT STEPS

- Planning Commission TSP Hearing: September 24, 2025
- Board of Commissioners Hearings:
  - October 1, 2025
  - October 15, 2025
- Finalize TSP

THANK YOU!

DRAFT Crook County Transportation System Plan

Prepared for
Crook County, OR

October 2025

Parametrix

DRAFT Crook County Transportation System Plan

Prepared for

Crook County, OR
Crook County
300 NE 3rd Street, Rm. 12
Prineville, OR 97754

Prepared by

Parametrix
5 SE Martin Luther King Jr. Boulevard, Suite 400
Portland, OR 97214
T. 503.233.2400 F. 1.206.649.6353
www.parametrix.com

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A Existing Conditions and Needs Analysis
B Goals, Objectives, and Evaluation Criteria
C Solutions, Analysis, and Funding Program
D Preferred Solutions
E Juniper Canyon Alternatives Analysis

Acronyms and Abbreviations

AADT	annual average daily traffic
AASHTO	American Association of State Highway and Transportation Officials
CET	Cascades East Transit
LOS	level of service
NBI	National Bridge Inventory
ODOT	Oregon Department of Transportation
PMT	Project Management Team
TNC	transportation networking company
TSP	transportation system plan
UGB	urban growth boundary
V/C	volume to capacity

Executive Summary

The Crook County Transportation System Plan (TSP) Update 2025 is a long-term plan for managing, preserving, and improving the transportation system to meet the needs of the Crook County community. It is an update to the 2017 TSP and responds to significant needs and priorities that have changed since that time including growth, safety, and emergency access, This section introduces the 2025 TSP update and summarizes the key projects and priorities that influenced its development.

Big Moves

Crook County has grown rapidly in recent years. Since the 2017 TSP, population growth has accelerated, and recent estimates show that the county is on track to exceed future projections. More people living and traveling in the county, congestion and safety on regional roads and highways, a lack of connections in some areas, and limited options to get around—especially for older adults—have created pressing needs for transportation infrastructure investment.

This TSP provides a comprehensive plan for improving transportation throughout the county now and for the next 20 years, but implementation requires new resources, partnerships, and grants. While the TSP identifies a range of projects that cover all modes of transportation, the following projects describe the greatest transportation challenges and solutions in Crook County, highlighting the importance of these projects to community safety, mobility, and livability.

Project R-1A: Construct a single-lane roundabout at the intersection of OR 126 and SW Powell Butte Highway.

This intersection is a key concern for the Crook County community. Traffic analysis shows that this location exceeds mobility targets in current a future conditions, meaning that travelers can experience significant congestion and delays. There are also safety concerns due to high travel speeds and traffic volumes. Community feedback reflected a strong desire to improve operations, safety, and comfort at this location. The TSP explored several project options to address these concerns.

A key element of this project, seen in Figure 1, also considers the post office, which is located on the southeast corner of the intersection. It is a community priority to preserve this location, and this project will create an opportunity to improve access management for this parcel.

Benefits of the OR 126 and SW Powell Butte Highway Project

- Maintains turning movements.
- Reduces turning conflicts.
- Reduces traffic delays in the near term.
- Provides easier navigation of intersection.
- Expected to cost less than dual lane roundabout.
- **Cost: $3,400,000**



Figure 1. SW Powell Butte Highway and OR 126

Juniper Canyon Access Improvements

The TSP includes three options for improving access to the Juniper Canyon area. A new access route or routes for Juniper Canyon were identified as a desired critical improvement by the Juniper Canyon community throughout the plan development. Traffic analysis conducted during the TSP process shows that the intersection of SE Juniper Canyon Road and OR 380 is not expected to meet mobility targets in the future. Additionally, SE Juniper Canyon Road is the only access route into and out of the community today; traffic collisions and icy conditions can block this roadway, limiting both residential access and emergency service response. This also means that all traffic from Juniper Canyon must travel through Prineville, resulting in increased congestion in the city.

Project JC-1: Develop a new roadway to expand access to Juniper Canyon.

Building on prior planning and public engagement efforts, the TSP analysis evaluated access alternatives to identify a preferred route. This process is described in greater detail in Appendix E, Juniper Canyon Alternatives Analysis. The preferred route identified in the TSP and shown in Figure 2 aims to address needs related to traffic operations. Community members have also expressed concern regarding emergency evacuation routes, especially during events such as wildfires; the County is continuing to explore strategies to improve public safety and wildfire response.

Benefits of the Juniper Canyon Access Project (JC-1)

- Helps relieve congestion along SE Juniper Canyon Road.
- Provides additional travel options for emergency response.
- **Cost:** $9,300,000 to $20,000,000

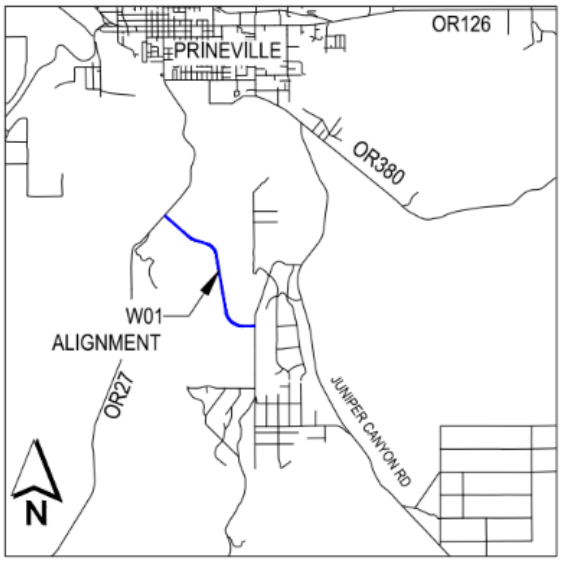


Figure 2. Juniper Canyon Access Project JC-1

Project JC-2: Develop a new gravel roadway to provide an emergency evacuation route for Juniper Canyon

Based on continued exploration of route alternatives with County staff, elected officials and project partners, Project JC-2 would connect SE Simpson Rd to OR 380, as shown in Figure 3. This route is located primarily on BLM lands and responds to community desire for a route that better serves southern areas of Juniper Canyon. The proposed route would be approximately 20 feet in width and have a gravel surface. In addition to this route, the County is continuing to explore strategies to improve public safety and wildfire response.

Benefits of the Juniper Canyon Access Project (JC-2)

- Provides emergency evacuation route for community members in southern areas of Juniper Canyon
- **Cost:** $24,000,000 to $52,000,000

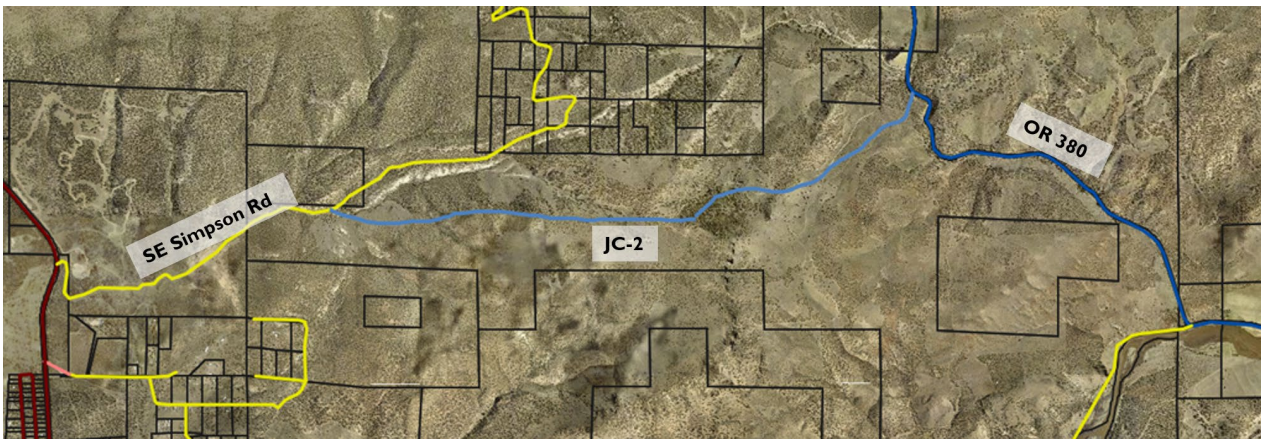


Figure 3: Juniper Canyon Access Project JC-2

Project JC-3: Widen Juniper Canyon Road.

This project would widen the existing Juniper Canyon Road from the intersection with Davis Loop north to the intersection with OR 380. Figure 4 shows an illustrative cross section of the proposed widening, which would include wider shoulders and a center turn lane and/or median. This project would enhance access by expanding the existing roadbed, creating additional room if a collision or other incident partially blocks the roadway. It would also improve safety by increasing separation between vehicles travelling on the roadway and provide wider shoulders for breakdowns and for people bicycling or walking.

Benefits of the Juniper Canyon Access Project (JC-3)

- Enhances access and safety
- **Cost:** $8,000,000 to $17,000,000

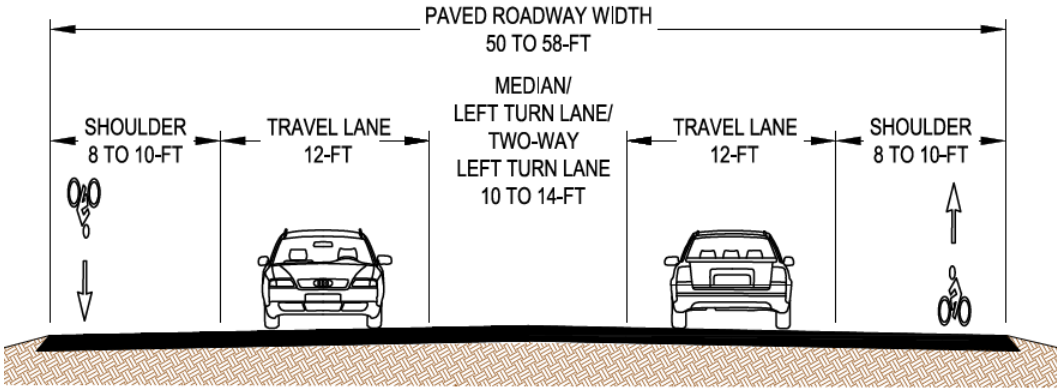


Figure 4: Proposed Widening Cross Section

Project R-2A: Construct a single-lane roundabout at the intersection of OR 126 and SW Williams Road.

Benefits of the OR 126 and SW Williams Road Project

- Improves safety performance for all modes.
- Provides traffic calming

Cost: $6,300,000

The intersection of OR 126 and SW Williams Road is an important community connection with several destinations located at this intersection, including a school, church, and a country store. Traffic analysis shows that this location is expected to exceed traffic mobility targets in 2045, and school pickup and drop-off activities are reported to affect travel patterns today. Community members identified safety concerns at this intersection, including high travel speeds and access to destinations. Crook County has identified a single-lane roundabout as the preferred improvement at this intersection to provide traffic calming and improve safety performance for all modes of travel. An Intersection Control Evaluation is required to identify the most appropriate traffic control change. Accompanying improvements include sidewalks, curb ramps, lighting, and marked crosswalks.

Transportation System Plan Projects Summary

TSP projects address present and future needs for all travelers in Crook County. They seek to enhance countywide safety and connections to local destinations. Projects respond to updated priorities with time frames of near-term (0 to 5 years), medium-term (5 to 10 years), and long-term (>10 years). When available, planning-level cost estimates and possible funding sources help guide project prioritization. A complete list of TSP projects organized by priority is summarized in Table 1.

Table 1. Transportation System Plan Projects Summary

Project ID	Project Name/Location	Improvement Time Frame	Cost Estimate	Possible Funding Source
R-3A	OR 126 & SW Parrish Ln: ▪ Widen OR 126 from SW Valley View Rd to Stillman Rd (center two-way left-turn lane).	Near	$900,000	ODOT, Local Funds
JC-1	Juniper Canyon Access: ▪ Develop new roadway connection in Juniper Canyon between Davis Loop and OR 27.	Near	$9,300,000 to $20,000,000	Local Funds, Grants
JC-2	Juniper Canyon Access: ▪ Develop new gravel roadway connection in Juniper Canyon between SE Simpson Rd and OR 380	Near	$24,000,000 to $52,000,000	Local Funds, Grants
JC-3	Juniper Canyon Access: ▪ Widen Juniper Canyon Road between Davis Loop and OR 380	Near	$8,000,000 to $17,000,000	Local Funds, Grants
S-3A	S Powell Butte Hwy & Alfalfa Rd: ▪ Install lighting and curve chevrons along S Powell Butte Hwy. ▪ Reassess curve warning signage and check for sign spacing.	Near	$71,000	Local Funds, Grants

Project ID	Project Name/Location	Improvement Time Frame	Cost Estimate	Possible Funding Source
S-4	OR 126 east of Powell Butte Hwy to Copley Rd: ▪ Widen edge line striping.	Near	$260,000	ODOT
S-5	OR 370 east of Happy Hollow Dr: ▪ Install rumble strips and/or wider edge line striping.	Near	$22,000	ODOT
S-6	OR 380 south of NE 3rd St: ▪ Evaluate access management along the corridor.	Near	N/A	ODOT
S-7	Juniper Canyon Rd variable speed limit: ▪ Implement variable speed limit based on weather conditions.	Near	TBD based on future evaluation	Local Funds
S-8	Juniper Canyon Rd alignment delineation: ▪ Add raised pavement markers on SE Juniper Canyon Rd. ▪ Add edge-line rumble strips to SE Juniper Canyon Rd.	Near	$94,000	Local Funds
S-9	Juniper Canyon Rd ▪ Add or enhance horizontal curve signage and markings.	Near	$10,000	Local Funds
S-10	Powell Butte Rd ▪ Add or enhance horizontal curves pavement markings.	Near	$10,000	Local Funds
T-3	Dial-a-ride enhancements and transportation network company encouragement.	Near	Already adopted as part of other plans.	
T-4	Transit community outreach.	Near	Variable	ODOT City of Prineville Local Funds
R-1A	OR 126 & Powell Butte: ▪ Construct a single-lane roundabout.	Medium	$3,400,000	ODOT, Development, Local Funds
R-2A	OR 126 & SW Williams Rd: ▪ Construct a single-lane roundabout. ▪ Requires an Intersection Control Evaluation to determine appropriate traffic control change.	Medium	$3,400,000	ODOT, Safe Routes to School, Local Funds
R-5	OR 126 at Kissler Rd. ▪ Balance destination access with mobility and safety of the transportation system.	Medium	$20,000	ODOT
R-6	OR 126 at Copley Rd. ▪ Balance destination access with mobility and safety of the transportation system.	Medium	$20,000	ODOT
R-7	OR 126 at Minson Rd. ▪ Balance destination access with mobility and safety of the transportation system.	Medium	$20,000	ODOT
R-8	OR 126 at Yates Rd. ▪ Balance destination access with mobility and safety of the transportation system.	Medium	$20,000	ODOT

Project ID	Project Name/Location	Improvement Time Frame	Cost Estimate	Possible Funding Source
R-9	OR 126 at Wiley Rd. ▪ Balance destination access with mobility and safety of the transportation system.	Medium	$20,000	ODOT
BR-1	County Road 221 bridge over Paulina Creek (NBI Bridge 19083): ▪ Study cost of repairing or replacing this functionally obsolete bridge.	Medium	$30,000	Local Funds, Grants
BR-2	SW Powell Butte Hwy bridge over Powell Butte Canal (NBI Bridge 03291): ▪ Replace bridge.	Medium	$1,500,000	Grants
BR-3	SW Powell Butte Hwy bridge over Powell Butte Wasteway (NBI Bridge 03293): ▪ Replace bridge.	Medium	$1,500,000	Grants
BR-4	Johnson Creek Rd NE bridge over Ochoco Main Canal (NBI Bridge 13C06A): ▪ Replace bridge.	Medium	$1,500,000	Grants
BR-5	Non-NBI bridge replacement program: ▪ Replace one non-NBI bridge per year.	Medium	$4,500,000	Local Funds
S-2	Rimrock Acres Loop & OR 370: ▪ Install lighting. ▪ Install raised pavement markings. ▪ Evaluate existing curve warning signage locations and warning speeds. ▪ Install curve chevrons, guardrail, and rumble strips.	Medium	$180,000	Local Funds, Grants
S-11	Davis Loop Rd ▪ Remove trees within clear zone.	Medium	TBD based on future study	Local Funds
S-12	Powell Butte (OR 126) ▪ Install/maintain speed feedback signs.	Medium	$50,000	ODOT
S-13	US 26 ▪ Add systemic safety treatments, including edgeline rumble strips.	Medium	$50,000	ODOT
S-14	Lamonta Rd ▪ Install horizontal curve signage, speed feedback sign, and delineators.	Medium	$50,000	Local Funds
S-15	OR 126 ▪ Install systemic safety treatments, including edgeline and centerline rumble strips.	Medium	$50,000	ODOT
B-1	OR 126 from SW Powell Butte Hwy to Prineville urban growth boundary: ▪ Add shared-use trail along the south side of OR 126.	Medium	$6,600,000	ODOT, Local Funds
B-8	OR 27 ▪ Add shared-use trail to connect to planned path in Prineville.	Medium	$4,400,000	ODOT, Local Funds
B-9	Countywide ▪ Add bicycle route signage.	Medium	$50,000	Local Funds

Project ID	Project Name/Location	Improvement Time Frame	Cost Estimate	Possible Funding Source
P-1A	OR 126 and SW Williams Rd: ▪ Install sidewalk, curb and gutter, curb ramps, and intersection lighting. ▪ Install marked crosswalks on all four legs of the intersection.	Medium	$2,900,000	ODOT, Local Funds, Sidewalk Improvement Program
T-1	Crook County Service Enhancement Plan: ▪ Institute evening and Saturday limited circulation as part of Route 26 flex route.	Medium	Already adopted as part of other plans.	
F-2	US 26 railroad bridge feasibility study.	Medium	$35,000	ODOT
R-4A	SE Juniper Canyon Rd & OR 380: ▪ Realign intersection with left acceleration lane.	Long	$2,100,000	Local Funds
S-1	S Powell Butte Hwy & SW Bussett Rd: ▪ Install rumble strips along the curve. ▪ Implement variable speed limits that lower in icy conditions. ▪ Install lighting. ▪ Reassess curve warning signage and check sign spacing. ▪ Install acceleration lanes on S Powell Butte Hwy. ▪ Reconstruct intersection to simplify circulation patterns and turning movements.	Long	$870,000	Local Funds, Grants
B-2	Barnes Butte Rd: ▪ Add paved shoulder to Barnes Butte Rd.	Long	$3,800,000	Local Funds
B-3	Barnes Butte Shared-Use Trail Connections: ▪ Add shared-use trail connecting Barnes Butte Rd to Iron Horse shared-use trail in Prineville.	Long	$4,900,000	Local Funds
B-4	OR 27 Scenic Bikeway Bicycle Hub. ▪ Construct a bicycle hub, or "rest stop," for hikers, bicyclists, recreationalists, and community members along the OR 27 scenic bikeway corridor; provide small shelter, information kiosk (map/community calendar), bicycle tool station, and bench/sitting area.	Long	$30,000	Private Partnership
B-5	US 26 (Madras Highway) shared-use trail: ▪ Extend existing shared-use trail northwest to the county line parallel to US 26.	Long	$7,100,000	ODOT, Local Funds
B-6	Houston Lake Rd, SW Williams Rd, and Reif Rd ▪ Add shared-use trails.	Long	$10,500,000	Local Funds
B-7	Juniper Canyon Rd (south) ▪ Add paved shoulders.	Long	$5,400,000	Local Funds
T-2	Fixed-route enhancements to increase service in Prineville and expand connections to destinations.	Long	TBD	CET City of Prineville Local Funds

Project ID	Project Name/Location	Improvement Time Frame	Cost Estimate	Possible Funding Source
F-1	Bus Evans Rd and Elliott Ln.	Long	$15,000,000	Local Funds Grants

1. Introduction

The Crook County Transportation System Plan (TSP) Update is a long-term plan for managing, preserving, and improving the transportation system to support the needs of the Crook County community. This section introduces the updated 2025 TSP and provides an overview of the purpose, planning process, and policy context that influenced the development of the update.

1.1 Purpose of the Transportation System Plan

The 2025 TSP update establishes the vision for Crook County's transportation system over the next 20 years. It updates the most recent TSP from 2017 to address population growth, transportation safety concerns, and the need for new access routes. Since publication of the 2017 TSP, Crook County's population has grown faster than previously projected, requiring a new evaluation of transportation system needs. The TSP update guides future decisions and investment priorities to improve the transportation system for all travelers. The TSP includes descriptions of the following analysis and conclusions:

- Assesses existing and future conditions to determine transportation needs and issues for all modes of travel, including driving, walking, biking, and public transportation.
- Evaluates transportation safety and identifies solutions for locations experiencing severe crashes.
- Identifies preferred alternatives to address congestion, safety, and access issues in the Powell Butte and Juniper Canyon communities.
- Includes both near- and long-term projects and programs that directly address transportation issues in the County and provides an evaluation system for prioritizing these projects.
- Includes an implementation plan for funding and financing projects.

1.2 Plan Process

The 2025 TSP update was developed through research, data analysis, documenting research and analysis in technical reports, and public involvement. The process began in fall 2023 and concluded in fall 2025.

The Project Management Team (PMT) led the TSP development process and was composed of staff from Crook County (County) and the consultant team. A separate Project Advisory Committee representing community members, partner jurisdictions, and the Oregon Department of Transportation (ODOT) provided input and recommendations at key milestones throughout the project. The Project Advisory Committee reviewed project documents and recommendations, considered public input, and provided feedback to the PMT.

The PMT also engaged with Crook County community members throughout the planning process to gather feedback on system needs, proposed goals, and identified solutions. The PMT held three community open houses, maintained a project website that included draft documents for review and public surveys, and shared information with project partners. As shown in Figure 5, community members, interested parties, and project partners were involved in the project, providing feedback that informed final decisions by the Crook County Board of Commissioners.

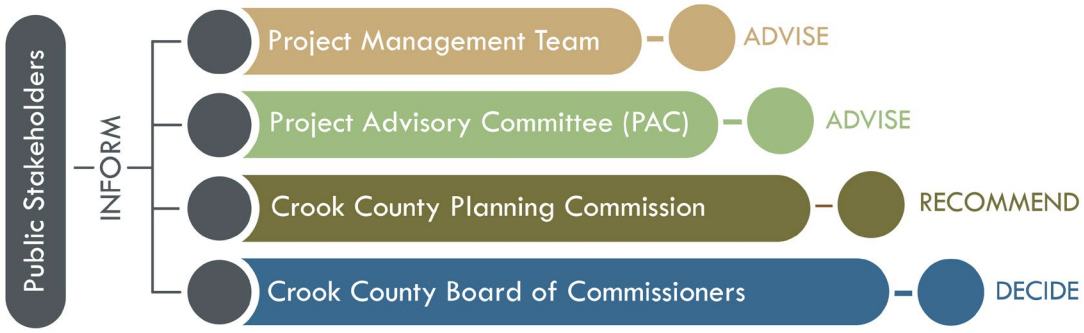


Figure 5. TSP Decision-Making Process

1.3 Policy Context

TSPs are developed per the Oregon Transportation Planning Rule (Oregon Administrative Rule 660012) and must be consistent with existing regional, state, county, and local plans, policies, and documents including the Oregon Highway Plan (ODOT 2023a), the ODOT Transportation System Plan Guidelines (ODOT 2024b), and the Crook County Comprehensive Plan (adopted in 1978 and codified in 2003). The Transportation Planning Rule implements Statewide Planning Goal 12 – Transportation, which is intended to promote the development of safe, convenient, and economic transportation systems designed to maximize the benefit of investment and reduce reliance on automobiles. The project team reviewed more than two dozen plans, policies, and other documents while developing the 2025 TSP update, including the 2017 Crook County TSP (Crook County 2017), the 2003 Crook County Comprehensive Plan (Crook County 2003), other applicable state and regional plans.

1.4 Study Area

Located in central Oregon, Crook County spans 2,991 square miles east of Deschutes County and the cities of Bend and Redmond. The city of Prineville is located in western Crook County and is the only incorporated city in the county. The Crook County TSP considers all land within county boundaries and roadways under County and State ownership, including US 26, Ochoco Highway/OR 126 (OR 126), NW O'Neil Highway/OR 370 (OR 370), SE Paulina Highway/OR 380 (OR 380), and OR 27. It does not include the city of Prineville or land within Prineville's urban growth boundary (UGB). The study area is displayed in Figure 6; the TSP focused on transportation in the western half of Crook County. Much of eastern Crook County is federal lands and sparsely populated.

Although this TSP update does not include the city of Prineville, the PMT coordinated closely with City of Prineville staff to align with project recommendations developed as part of their concurrent TSP update.



Figure 6. Study Area

1.4.1 Current Land Use

A county's zoning heavily influences transportation behavior. How far people must travel from their residences to work, learn, and recreate can be a factor in what transportation method they use. Crook County's land use includes a dispersed mix of farming, residential, industrial, and commercial uses, as shown in Figure 7. The majority of Crook County is zoned Exclusive Farm Use. The Juniper Canyon area and several other small communities in the Powell Butte area and northwest of Prineville are zoned Rural Residential.

Crook County has several community destinations, recreational areas, resort destinations, and other uses that attract trips within the county. As shown in Figure 8, Figure 9, and Figure 10, the following are key activity generators within the county:

- Brasada Ranch Resort
- Ochoco National Forest
- Crooked River Recreation Areas
- Prineville and Ochoco Reservoirs
- Paulina and Powell Butte Schools
- Prineville Airport
- City of Prineville Railway
- Crook County Landfill
- Powell Butte Post Office
- Powell Butte Community Center

In addition to these major activity centers in the county, destinations such as major employment centers, schools, medical facilities, and shopping centers are located within the city of Prineville. Although the transportation system within the city of Prineville is not part of the study area, connectivity between the county and nearby cities (e.g., Prineville, Redmond, and Bend) is an important aspect considered in this TSP update. Feedback from community members highlighted the importance of maintaining and improving access to key destinations in the county, including the Powell Butte Post Office.

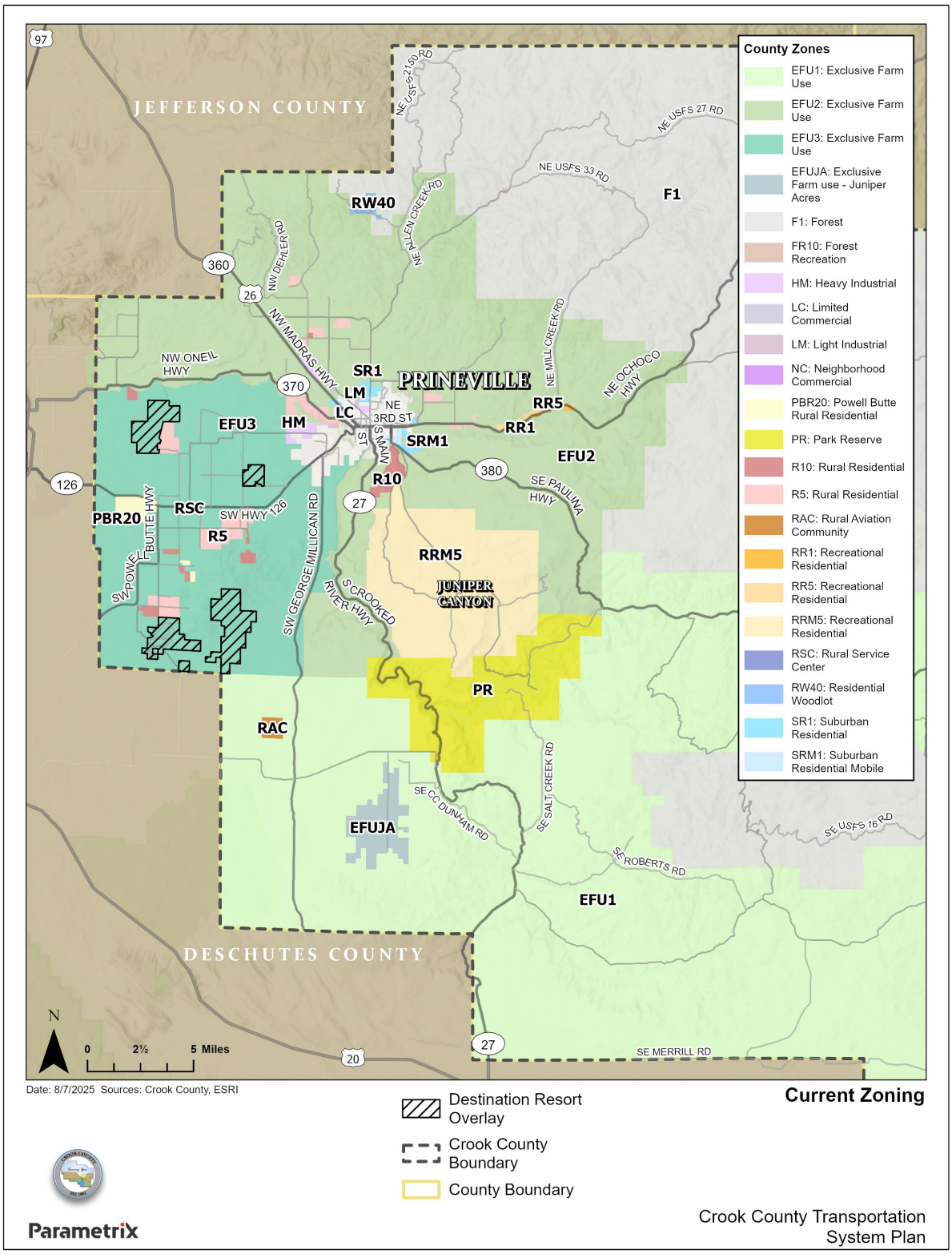


Figure 7. Current Zoning

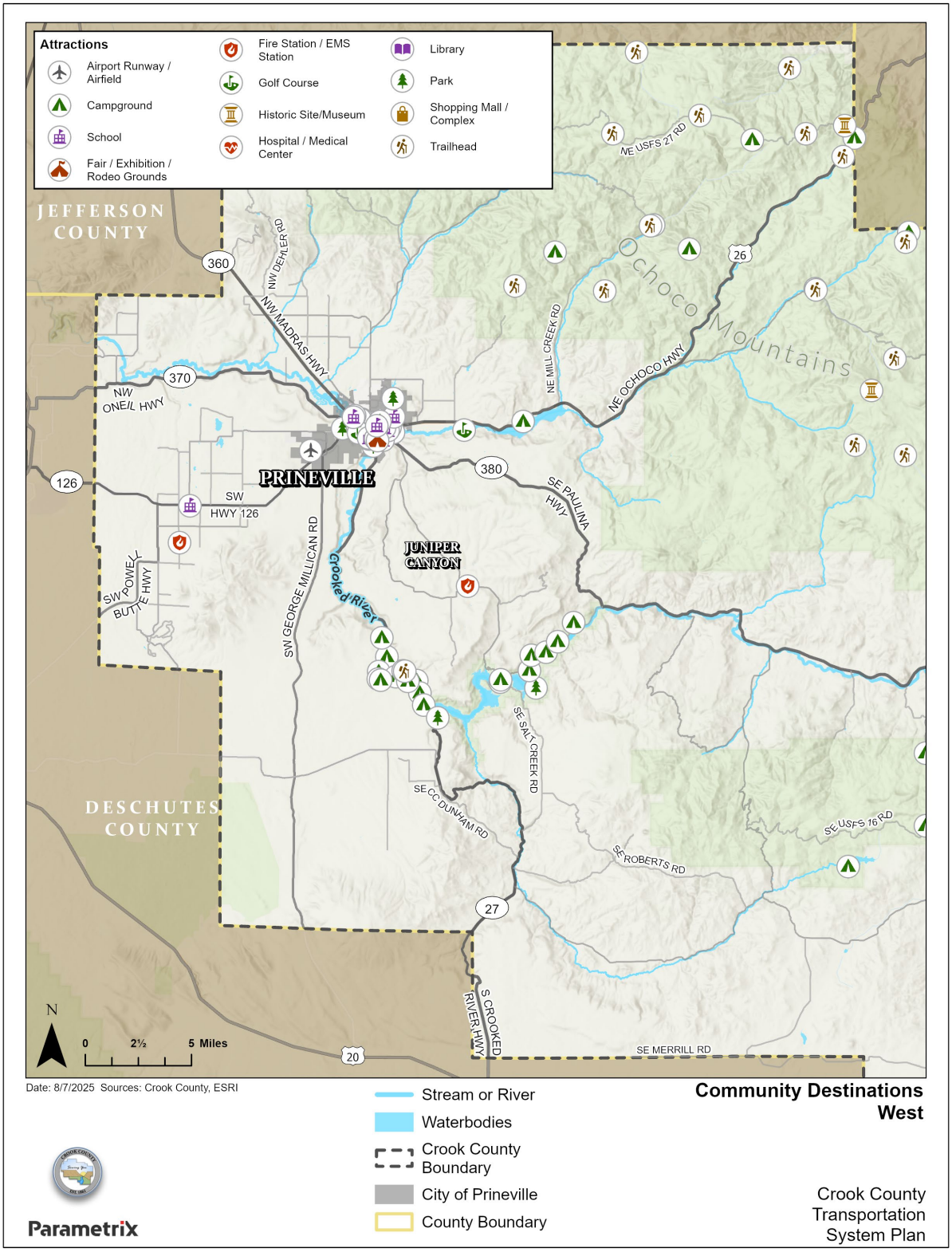


Figure 8. Community Destinations - West

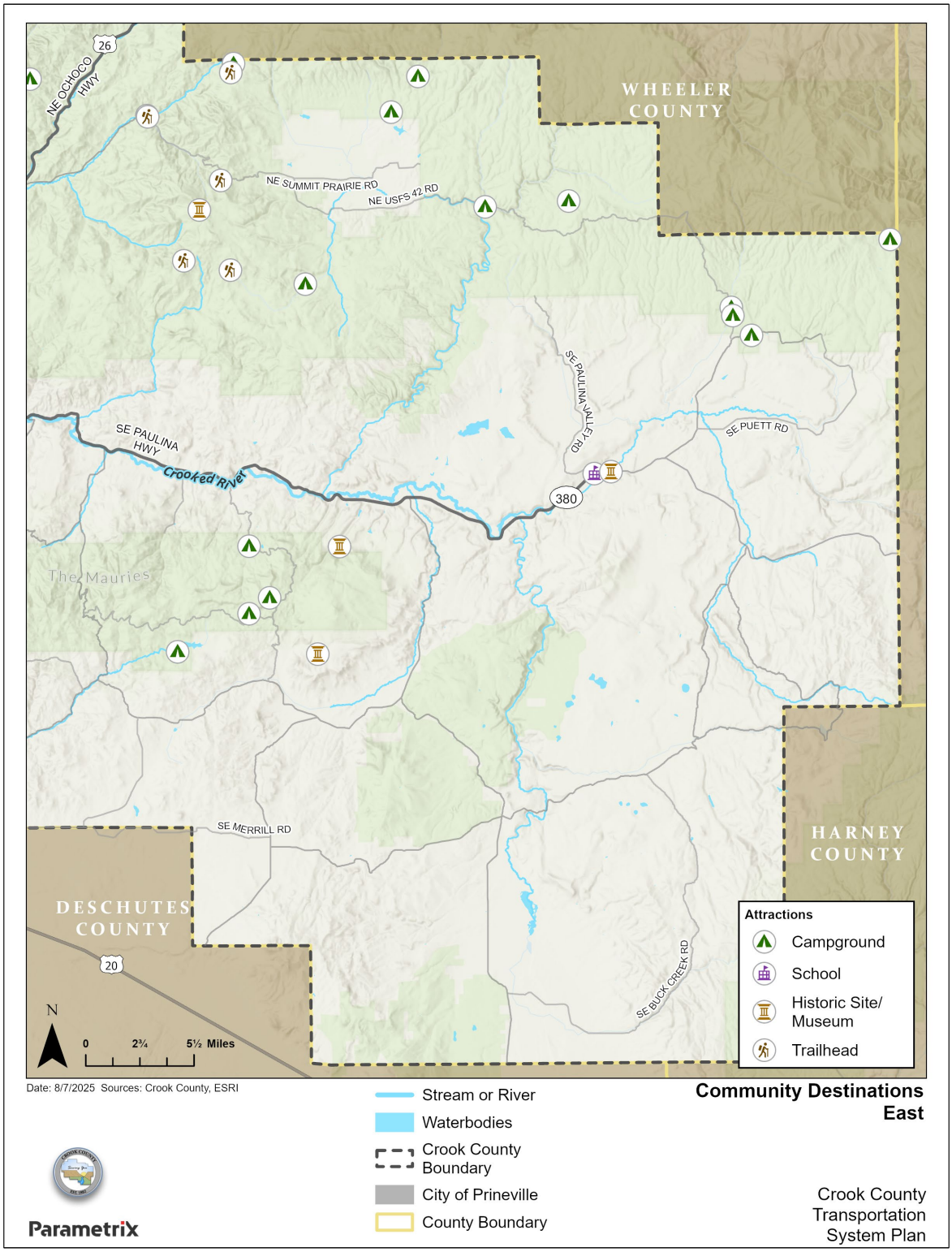


Figure 9. Community Destinations- East

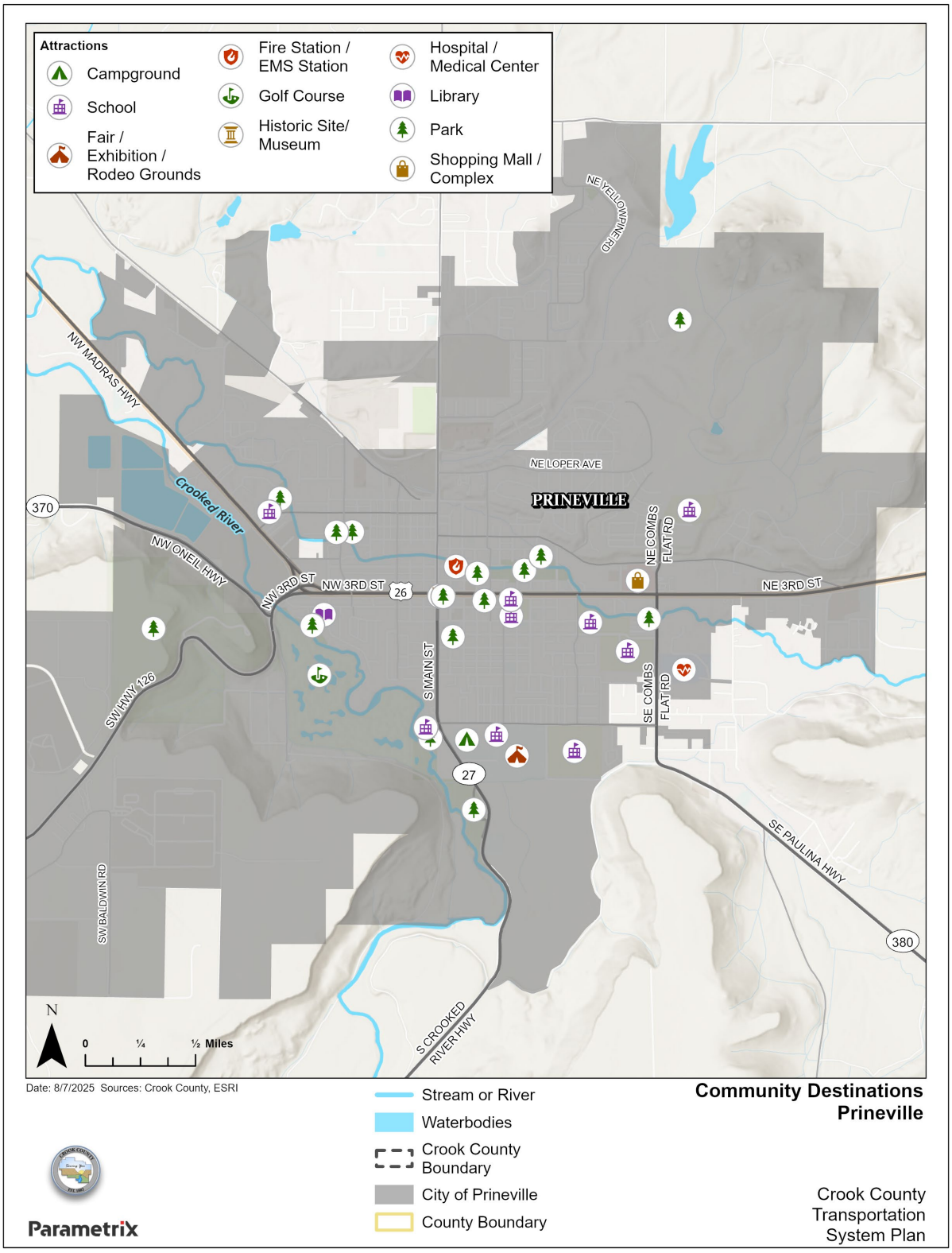


Figure 10. Community Destinations Prineville

1.4.2 Community Profile

As of 2022, Crook County was home to nearly 25,000 residents, with just over half (56.3%) living in unincorporated Crook County. The population has grown by more than 5% since 2020 and by nearly 30% since 2000, with unincorporated areas growing faster than the city of Prineville. By 2072, an estimated 42,000 people will live in Crook County, with approximately 40% of this population in unincorporated areas. More information about existing and projected populations can be found in Appendix A. Table 2 compares community characteristics in Crook County to characteristics for Oregon. The table is based on 2022 American Community Survey (U.S. Census Bureau 2023) data published by the U.S. Census Bureau. Notable demographic information includes the following:

- Crook County has a higher population of older adults (25%) compared to the state of Oregon (21%).
- Crook County has a slightly lower median household income ($74,969) compared to the state of Oregon ($76,632).
- Crook County has a slightly lower population of people who speak limited English (<1%) compared to the state of Oregon (2%).
- Crook County has a slightly higher population of people with disabilities (18%) compared to the state of Oregon (15%)

1.4.3 Future Land Use

Crook County is rapidly growing; more than 42,000 residents are expected to live in the county by 2072. This figure includes the Prineville UGB; however, nearly 18,000 people are expected to live in unincorporated Crook County. Growth in unincorporated areas is expected to occur primarily in and around the communities of Powell Butte and Juniper Canyon, including both residential development and tourism-focused resort communities.

It is important to note that while projections anticipate nearly 16,000 people will live in unincorporated Crook Canyon by 2047, recent population estimates from the U.S. Census are rapidly approaching this number. To account for the observed high rate of growth, the TSP evaluated two growth scenarios to understand potential impacts to the transportation system. The first scenario calculated growth rates based on the ODOT Future Highway Volume Table (ODOT 2024b), with additional PM peak hour trips included to represent expected developments in the Powell Butte area. The second scenario adjusted expected peak hour trips to also include a higher growth rate in Juniper Canyon based on recent development data maintained by the County. More information about these approaches can be found in Appendix A, Existing Conditions and Needs Analysis.

Table 2. Community Characteristics

	Crook County	Oregon
Population	24,987	4,240,137
Age		
Youth (under 18)	20%	20%
Older adults (65 years+)	25%	18%
Income Characteristics		
Median household income	$74,969	$76,632
Low-income population (Less than 200% federal poverty level)	26%	28%
Race and Ethnicity		
American Indian and Alaska Native alone	1%	<1%
Asian alone	<1%	4%
Black or African American alone	<1%	2%
Hispanic or Latino	8%	14%
Native Hawaiian and Other Pacific Islander alone	<0%	<1%
White alone	87%	73%
Some other race alone	0%	<1%
Two or more races	4%	5%
Other Characteristics		
Limited English-speaking households	<1%	2%
Persons with disabilities	18%	15%
Commuting Characteristics		
Households with zero vehicles available	1%	3%
Drove alone	81%	67%
Carpool	7%	9%
Public transportation	0%	3%
Walked	<1%	3%
Other means	<1%	3%
Worked at home	10%	15%

Source: U.S. Census Bureau, 2022 American Community Survey 5-Year Estimates, 2023.

2. Existing and Future Transportation Needs

This section summarizes the current state of Crook County's transportation system and includes an analysis of transportation system performance. This inventory and analysis—including current safety and mobility conditions for drivers, bicyclists, and pedestrians—guided development of solutions for this TSP update. More detail on the existing conditions and deficiencies of the transportation system can be found in Appendix A, Existing Conditions and Needs Analysis.

2.1 Motor Vehicle System

Crook County's motor vehicle system serves people driving to destinations in Crook County and connects people traveling across the region. As the region has rapidly grown in population, more people rely on the transportation network to get around, resulting in additional demands on major roadways. Roadways such as US 26, OR 126, OR 380, and OR 27 are critical routes that connect communities, especially across long distances; these roadways are owned and operated by ODOT. Other roadways, including SE Juniper Canyon Road and SW Powell Butte Highway, are owned and operated by Crook County. To best support continued growth and future transportation system demands, the TSP process included research, analysis, and engagement with Crook County residents to understand key conditions and priority issues. These issues are summarized below and detailed further in Appendix A, Existing Conditions and Needs Analysis.

2.1.1 Traffic Volumes and Congestion

- Analysis of four highway segments showed that all corridors are operating at a level of service (LOS) C or better. However, in future conditions, LOS is expected to decrease. SE Juniper Canyon Road south of OR 380 is expected to operate at LOS E.
- Community members identified congestion along SE Juniper Canyon Road south of OR 380 as a key concern.

2.1.2 Intersection Operations

- The volume-to-capacity (V/C) ratio (a standard measure of congestion) under current conditions at SW Powell Butte Highway and OR 126 exceeds the state's mobility target. The other study intersections do not exceed the mobility target. Community members identified congestion at the intersection of OR 126 and SW Powell Butte Highway as a key concern.
- Two growth scenarios were analyzed to evaluate future conditions. In the No Build scenario, two of the six study intersections exceeded their mobility targets. However, in the higher growth scenario ("Juniper Canyon High Growth"), five of the six study intersections exceeded their mobility targets (see Table 3). This scenario assumes that the recent pace of growth in the Juniper Canyon area continues into the future.

Table 3. Study Intersections' Operations Summary

Study Intersection	ODOT Mobility Targets	2023 Existing Traffic Operations V/C Ratio & LOS	2045 No-Build Traffic Operations V/C Ratio & LOS	2045 No-Build (Juniper Canyon Higher Growth) Traffic Operations V/C Ratio & LOS
SW Powell Butte Hwy & OR 126	Major: V/C < 0.70 Minor: V/C < 0.80	Major: 0.34 **Minor: 1.30**	Major: 0.45 **Minor: 10.36**	**Major: 0.84** **Minor: 2.40**
SW Williams Rd & OR 126	Major: V/C < 0.70 Minor: V/C < 0.80	Major: 0.49 Minor: 0.22	Major: 0.65 Minor: 0.42	**Major: 0.95** **Minor: 2.11**
SW Parrish Ln & OR 126	Major: V/C < 0.70 Minor: V/C < 0.80	Major: 0.44 Minor: 0.07	Major: 0.59 Minor: 0.07	**Major: 0.85** Minor: 0.21
S Powell Butte Hwy & SW Bussett Road	LOS E or LOS F with V/C ratio < 0.95	LOS Major St: A LOS Minor St: B	LOS Mainline: A LOS Side Street: C	LOS Mainline: A LOS Side Street: D
S Powell Butte Hwy & Alfalfa Rd	LOS E or LOS F with V/C ratio < 0.95	LOS Major St: A LOS Minor St: B	LOS Mainline: A LOS Side Street: D	LOS Mainline: A **LOS Side Street: F**
SE Juniper Canyon Rd & OR 380	Major: V/C < 0.80 Minor: V/C < 0.80	Major: 0.54 Minor: 0.34	**Major: 0.97** Minor: 0.62	**Major: 2.27** **Minor: 1.67**

Bold = Exceed Mobility Standards

LOS = level of service; V/C = volume to capacity.

2.1.3 Roadway Connections

- Community members expressed desire for a new access into and out of Juniper Canyon to address a number of issues including traffic congestion, access in the event of a blockage or inclement weather, and improved emergency services response. Community members also discussed a desire to have an evacuation route in the case of a natural disaster, such as during wildfires.

2.1.4 Pavement Conditions

- Crook County roadways have an overall pavement conditions index of 80 out of 100; this exceeds the County's goal of 70.
- ODOT-owned roadways generally range from fair to good pavement condition. However, OR 126 and several segments of OR 380 and OR 27 are rated as poor.

2.2 Bridges

Crook County maintains 111 bridges. Sufficiency ratings assigned by ODOT provide information about a bridge's condition, load capacity, dimensions, and materials. Ratings below 50 (on a scale of 0 to 100) signify priority for repair or replacement. Bridges may also be identified as functionally obsolete. Bridges are also classified based on length; bridges measuring over 20 feet in length are part of the National Bridge Inventory (NBI; FHWA 2025b) and are eligible for federal funding. Bridges less than 20 feet in length are not eligible for federal funding and must rely on County funding for repair or replacement.

The 2017 TSP identified NBI bridges in need of repair or replacement. Four locations remain in need of improvement:

- Bridge 19083 located on County Road 221 over Paulina Creek.
- Bridge 03291 on SW Powell Butte Highway over Powell Butte Canal.
- Bridge 032983 on SW Powell Butte Highway over Powell Butte Wasteway.
- Bridge 13C06A located on Johnson Creek Road NE over Ochoco Main Canal.

2.3 Safety

During the 5-year period between 2017 and 2021, 732 crashes in unincorporated Crook County resulted in 17 fatalities and 54 serious injuries. Fatal and serious injury crashes occurred most often in the western areas of the county, generally clustered near OR 126, SE Juniper Canyon Road, and north of Prineville. Crashes most frequently occurred along straight roadways (more than 47% of all reported crashes); 27% of all reported crashes occurred at horizontal curves. Fixed-object crashes were the most common crash type, representing over 40% of all reported crashes. Traveling too fast for conditions was the most frequent contributing factor (22%).

During this time, there were two pedestrian-involved crashes. One crash resulted in a pedestrian fatality on Millican Road near Reservoir Road. The second crash involved three pedestrians and resulted in suspected serious injuries. One bicycle-involved crash resulted in suspected serious injuries. Crash locations are shown by mode and severity in Figure 11.

Additional analysis was completed for both the TSP study intersections and segments along five highways or corridors to determine if any locations exceeded the critical crash rate or the expected number for crashes for similar locations. More information about these analyses can be found in Appendix A, Existing Conditions and Needs Analysis.

Based on this analysis, the following locations were identified as exceeding the critical crash rate:

- S Powell Butte Highway and SW Bussett Road
- OR 126 east of SW Powell Butte Highway
- OR 370 west of Lone Pine Road
- OR 370 east of Happy Hollow Drive
- OR 380 south of NE 3rd Street

Feedback throughout the TSP development emphasized that improving transportation safety in the county is a community priority.

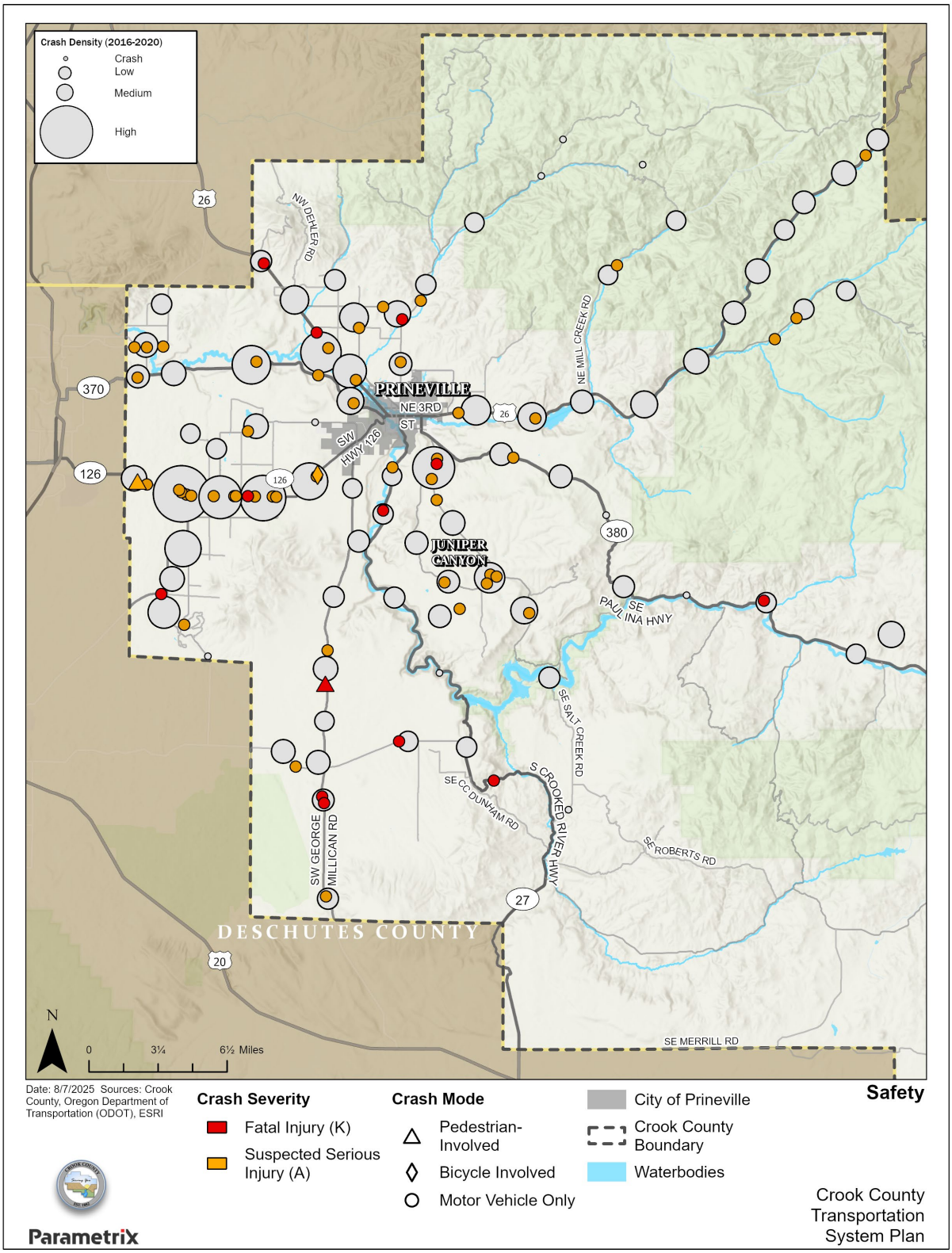


Figure 11. Crash History (2017–2021)

2.4 Active Transportation System

A well-connected and well-maintained active transportation system enables safer, more comfortable, and more convenient travel for people walking, rolling, or bicycling. A connected network of sidewalks, crosswalks, bicycle lanes, and multiuse trails can support local connections between communities and community destinations such as schools, parks, and other recreation areas. Existing active transportation conditions are described below.

2.4.1 Pedestrian System

No sidewalks exist in unincorporated Crook County. Connections to pedestrian generators—such as Juniper Pantry, Powell Butte Elementary School, and Paulina Elementary School—require travel along the roadway or shoulder, where available.

2.4.2 Bicycle System

Existing bicycle facilities in the county include designated bike lanes, multiuse trails, and wide shoulders. However, existing facilities are intermittent and disconnected. Where no designated facilities are available, bicyclists must share the road with motor vehicles; only the most confident, experienced riders are likely to be comfortable sharing high-speed rural roads.

Crook County also features popular recreational routes along gravel or primitive roads. Located in areas such as Ochoco National Forest, these routes provide riders with a low-traffic, immersive ride experience in nature. Featured on popular recreational websites, these routes can be instrumental in attracting more people to ride bicycles and raising awareness of people riding bicycles for transportation on roads. While gravel routes generally provide a traffic-free experience for recreational bicycle riders, reaching these locations by bike often requires travel along high-stress roadways with no paved shoulder, such as NE McKay Creek Road. This can discourage less-confident riders from riding to the beginning of their recreational route and limit access to recreational areas.

Figure 12 displays the locations and widths of shoulders along ODOT-owned roadways. Where present in the unincorporated county, they are typically less than 5 feet wide.

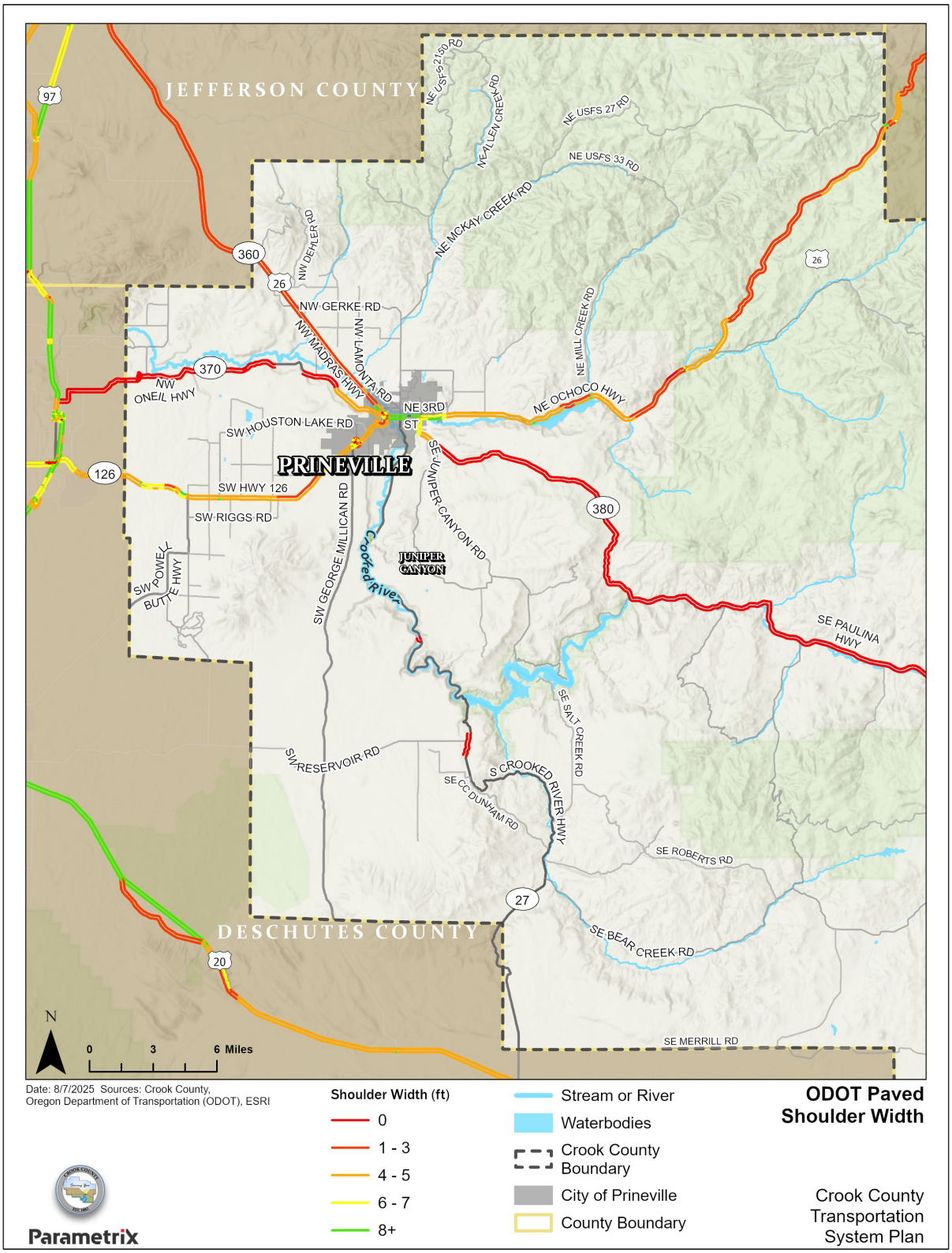


Figure 12. ODOT Paved Shoulder Width

2.5 Public Transportation

Cascades East Transit (CET) provides fixed-route and dial-a-ride services in limited areas of the county. The fixed-route service Route 26 runs on weekdays and connects Prineville to Redmond. Route 26 has one stop in Powell Butte at a church that serves as a park and ride. Transit vehicles provide bike racks for multimodal integration. Dial-a-ride service is available on weekdays in some areas of the county. The CET service route is shown on Figure 13.

Rural communities have desired expanded dial-a-ride coverage as well as enhanced fixed-route and local service. In the CET 2040 Transit Master Plan, CET hopes to work toward a higher level of service in Crook County for the Route 26 bus line by increasing the frequency and length of service between Prineville and Redmond and Bend (CET 2020). The plan also indicates that Route 26 will interline with Route 24 to provide a one-seat ride to Bend, add weekend service, re-route to serve the Redmond Airport and Central Oregon Community College, and improve accessibility for residents in more rural areas of the county. The transit master plan also identifies extending dial-a-ride service hours to 5:30 p.m., an expansion that is in effect as of this TSP, as well as adding evening and Saturday limited circulation as part of a Route 26 flex-route.

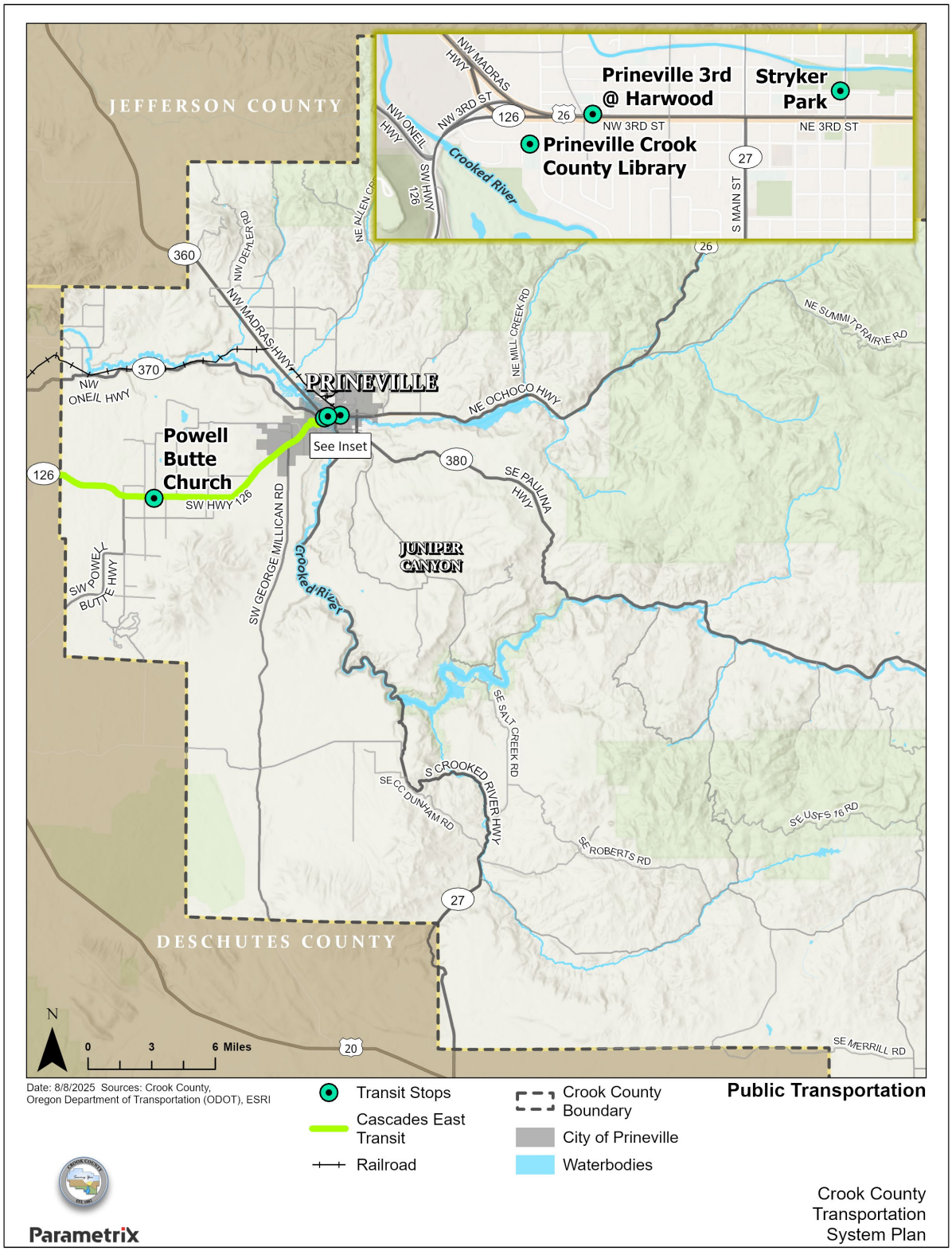


Figure 13. Public Transportation

2.6 Freight

Freight is primarily moved by truck and rail. US 26 (west of Prineville) and OR 126 both serve as designated state freight routes. These routes are also designated as reduction review routes whose vehicle-carrying capacity cannot be reduced unless safety or access factors require a reduction. Local governments can also request an exemption. The Prineville Freight Depot and Prineville-Crook County Airport, both accessible by OR 126, support intermodal connections. Industrial locations within the unincorporated area of the county such as the Crook County Landfill and Facebook receive freight from a variety of roadways such as OR 126, which serves a connection between Bend and Prineville and therefore may experience higher freight volumes than other roadways. In addition, Millican Road is a common truck route that provides access to the industrial land on the eastern side of Prineville.

A critical consideration is agricultural vehicle movement throughout the County. Agriculture is an essential element of Crook County's economy and mobility for these vehicles is critical. Agricultural vehicle mobility and safety was a key consideration during development of TSP projects and must be front of mind when advancing concepts to actual design.

2.7 Railroad

The City of Prineville Railway operates a Class III short-line freight railroad. This is the only railroad in Crook County. The railway carries a variety of products including consumer and forest products, chemicals, and building materials. The railway short line connects with Class I railroads in Redmond on the Oregon Trunk Line that runs from the Columbia River to Klamath Falls. The existing railroad ends west of the Main Street and 10th Street intersection north of downtown Prineville. Roadway traffic volumes would increase if rail service were discontinued due to the large quantities of freight moved by the railway.

There are six public railroad crossings in Crook County (not including locations within the Prineville UGB). Of these, five are at-grade crossings, and in one location the roadway (US 26) crosses under the rail. Table 4 lists these crossing locations. As shown in Figure 14, there are also approximately 30 rail crossings that involve private roadways. There is no passenger service for residents of Crook County. The nearest passenger service is available on Amtrak at the passenger station in Chemult.

Table 4. Railroad Crossing Locations

Location	Crossing Type	Road Authority
Gumpert Rd	At Grade	Crook County
NW Lone Pine Rd	At Grade	Crook County
Elliot Ln	At Grade	Crook County
NW Bus Evans Ln	At Grade	Crook County
US 26	Railroad Overpass	ODOT
NW Elliot Ln	At Grade – Spur	Crook County

Source: ODOT TransGIS, 2024.

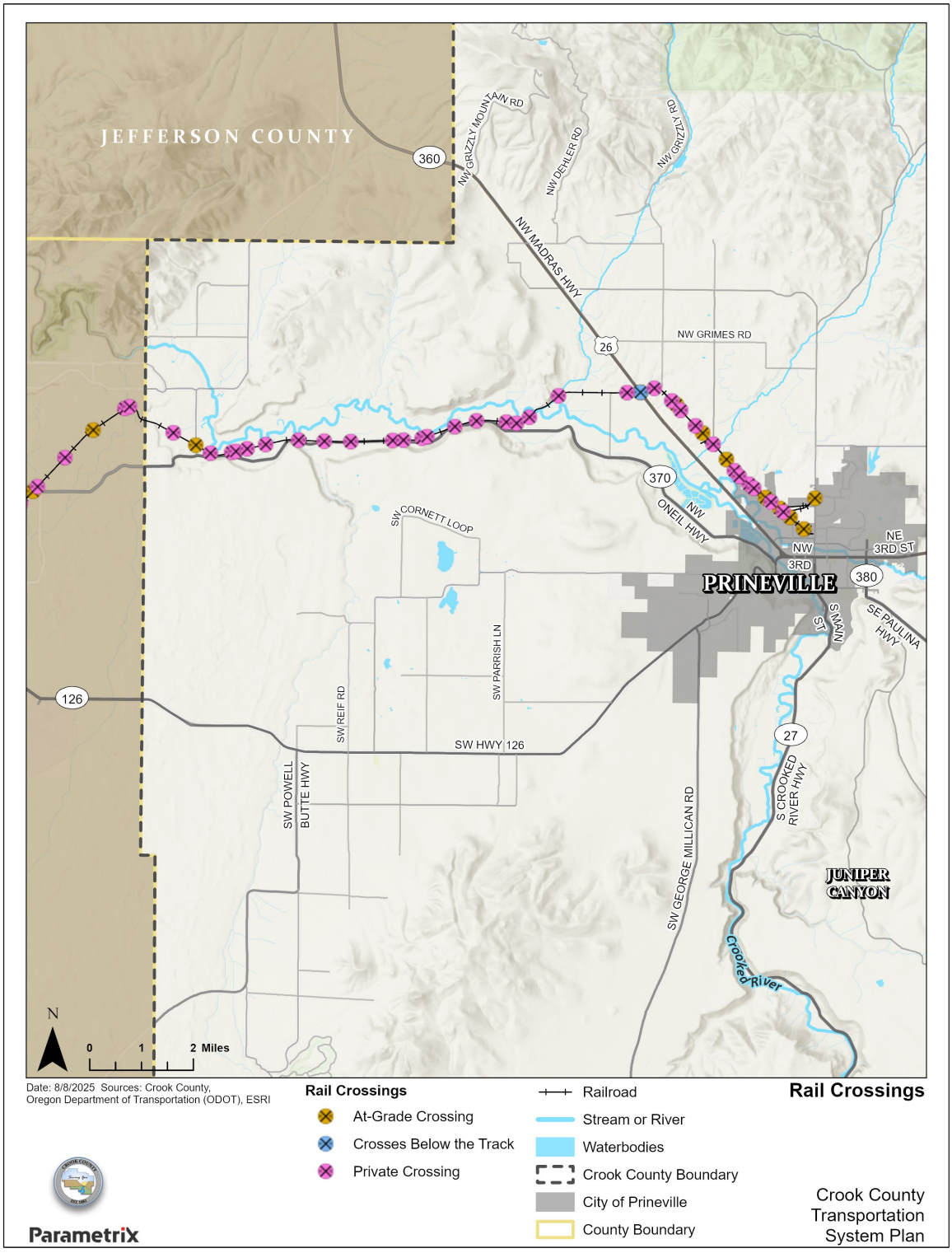


Figure 14. Rail Crossings

3. Goals

The project team developed goals and a criteria framework for evaluating and screening TSP projects. This section summarizes the 2025 TSP goals.

3.1 Transportation System Goals

The 2025 TSP goals reflect the vision for Crook County's transportation system while acknowledging the goals established in the 2017 TSP. The goals listed below will guide the implementation of new projects, programs, and policies for the Crook County transportation system. A complete description of the goals, objectives, and evaluation criteria can be found in Appendix B, Goals, Objectives, Evaluation Criteria.

- Goal 1. Mobility and Connectivity -- Promote a transportation system that links rural communities to key destinations in the county, Prineville, and adjacent counties, and serves existing and future needs for transporting goods and people.
- Goal 2. Economic Development -- Plan a transportation system that supports existing industry, encourages economic development in the county, and responds to population growth in Crook County and adjacent communities.
- Goal 3. Safety -- Provide a transportation system that promotes the safety of current and future travel modes for all users.
- Goal 4. Multimodal Users -- Provide a multimodal transportation system that permits safe and efficient transport of people and goods through active modes, which may also provide a benefit in improved health and environment.
- Goal 5. Environment – Provide a transportation system that balances transportation services with the need to protect the environment.
- Goal 6. Planning and Funding – Maintain the safety, physical integrity, and function of the County's multimodal transportation network, consistent with Goal 6 of the Oregon Transportation Plan, which focuses on creating a transportation funding structure that serves both current and future needs (ODOT 2023b).
- Goal 7. Equity -- Provide access to the transportation system for all users.

4. Transportation System Plan

The TSP describes projects, policies, and programs to fulfill Crook County's transportation needs. Where applicable, projects from the 2017 TSP were carried forward. The development of new projects and project prioritization were guided by review of prior planning efforts and analyzing existing needs and future conditions. Public involvement from Crook County residents also shaped projects and priorities when addressing multiple needs across the county. This chapter includes a comprehensive summary of the TSP projects, what they address, their costs, and prioritization considerations. More information about proposed and preferred improvements can be found in Appendix C, Solutions Analysis and Funding Program, and Appendix D, Preferred Solutions.

4.1 Transportation System Plan Projects Summary

The TSP projects include improvements that enhance safety and connectivity in Crook County, with consideration for needs both today and in the future. The complete list of projects is summarized in Table 5.

Cost estimates were developed for most improvements and represent planning-level estimates to guide project programming and prioritization. Projects are prioritized by time frame as near-term (0 to 5 years), medium-term (5 to 10 years), and long-term (>10 years) based on the need, costs, and perceived level of implementation difficulty. Some projects, including those along OR 126, would be completed in partnership with ODOT.

Table 5. Transportation System Plan Projects Summary

Project ID	Project Name/Location	Improvement Time Frame	Cost Estimate	Possible Funding Source
R-1A	OR 126 & Powell Butte: ▪ Construct a single-lane roundabout.	Medium	$6,000,000	ODOT, Development, Local Funds
R-2A	OR 126 & SW Williams Rd: ▪ Construct a single-lane roundabout. ▪ Requires an Intersection Control Evaluation to determine appropriate traffic control change.	Medium	$6,000,000	ODOT, Safe Routes to School, Local Funds
R-3A	OR 126 & SW Parrish Ln: ▪ Widen OR 126 from SW Valley View Rd to Stillman Rd (center two-way left-turn lane).	Near	$2,500,000	ODOT, Local Funds
R-4A	SE Juniper Canyon Rd & OR 380: ▪ Realign intersection with left acceleration lane.	Long	$2,100,000	Local Funds
JC-1	Juniper Canyon Access: ▪ Develop new roadway connection in Juniper Canyon between Davis Loop and OR 27.	Near	$9,300,000 to $20,000,000	Local Funds, Grants
JC-2	Juniper Canyon Access: ▪ Develop new gravel roadway connection in Juniper Canyon between SE Simpson Rd and OR 380	Near	$24,000,000 to $52,000,000	Local Funds, Grants

Project ID	Project Name/Location	Improvement Time Frame	Cost Estimate	Possible Funding Source
JC-3	Juniper Canyon Access: ▪ Widen Juniper Canyon Road between Davis Loop and OR 380	Near	$8,000,000 to $17,000,000	Local Funds, Grants
R-5	OR 126 at Kissler Rd.: access management improvements study	Medium	$20,000	ODOT
R-6	OR 126 at Copley Rd.: access management improvements study	Medium	$20,000	ODOT
R-7	OR 126 at Minson Rd.: access management improvements study	Medium	$20,000	ODOT
R-8	OR 126 at Yates Rd.: access management improvements study	Medium	$20,000	ODOT
R-9	OR 126 at Wiley Rd.: access management improvements study	Medium	$20,000	ODOT
BR-1	County Road 221 bridge over Paulina Creek (NBI Bridge 19083): ▪ Study cost of repairing or replacing this functionally obsolete bridge.	Medium	$30,000	Local Funds, Grants
BR-2	SW Powell Butte Hwy bridge over Powell Butte Canal (NBI Bridge 03291): ▪ Replace bridge.	Medium	$2,500,000	Grants
BR-3	SW Powell Butte Hwy bridge over Powell Butte Wasteway (NBI Bridge 03293): ▪ Replace bridge.	Medium	$2,500,000	Grants
BR-4	Johnson Creek Rd NE bridge over Ochoco Main Canal (NBI Bridge 13C06A): ▪ Replace bridge.	Medium	$2,500,000	Grants
BR-5	Non-NBI bridge replacement program: ▪ Replace one non-NBI bridge per year.	Medium	$4,500,000	Local Funds
S-1	S Powell Butte Hwy & SW Bussett Rd: ▪ Install rumble strips along the curve. ▪ Implement variable speed limits that lower in icy conditions. ▪ Install lighting. ▪ Reassess curve warning signage and check sign spacing. ▪ Install acceleration lanes on S Powell Butte Hwy. ▪ Reconstruct intersection to simplify circulation patterns and turning movements.	Long	$870,000	Local Funds, Grants
S-2	Rimrock Acres Loop & OR 370: ▪ Install lighting. ▪ Install raised pavement markings. ▪ Evaluate existing curve warning signage locations and warning speeds. ▪ Install curve chevrons, guardrail, and rumble strips.	Medium	$180,000	Local Funds, Grants

Project ID	Project Name/Location	Improvement Time Frame	Cost Estimate	Possible Funding Source
S-3A	S Powell Butte Hwy & Alfalfa Rd: ▪ Install lighting and curve chevrons along S Powell Butte Hwy. ▪ Reassess curve warning signage and check for sign spacing.	Near	$71,000	Local Funds, Grants
S-4	OR 126 east of Powell Butte Hwy to Copley Rd: ▪ Widen edge line striping.	Near	$260,000	ODOT
S-5	OR 370 east of Happy Hollow Dr: ▪ Install rumble strips and/or wider edge line striping.	Near	$22,000	ODOT
S-6	OR 380 south of NE 3rd St: ▪ Evaluate access management along the corridor.	Near	$25,000	ODOT
S-7	Juniper Canyon Rd variable speed limit: ▪ Implement variable speed limit based on weather conditions.	Near	TBD based on future evaluation	Local Funds
S-8	Juniper Canyon Rd alignment delineation: ▪ Add raised pavement markers on SE Juniper Canyon Rd. ▪ Add edge-line rumble strips to SE Juniper Canyon Rd.	Near	$94,000	Local Funds
S-9	Juniper Canyon Rd ▪ Add or enhance horizontal curve signage and markings.	Near	$10,000	Local Funds
S-10	Powell Butte Rd ▪ Add or enhance horizontal curves pavement markings.	Near	$10,000	Local Funds
S-11	Davis Loop Rd ▪ Remove trees within clear zone.	Medium	TBD based on future study	Local Funds
S-12	Powell Butte (OR 126) ▪ Install/maintain speed feedback signs.	Medium	$50,000	ODOT
S-13	US 26 ▪ Add systemic safety treatments, including edgeline rumble strips.	Medium	$50,000	ODOT
S-14	Lamonta Rd ▪ Install horizontal curve signage, speed feedback sign, and delineators.	Medium	$50,000	Local Funds
S-15	OR 126 ▪ Install systemic safety treatments, including edgeline and centerline rumble strips.	Medium	$50,000	ODOT
B-1	OR 126 from SW Powell Butte Hwy to Prineville urban growth boundary: ▪ Add shared-use trail along the south side of OR 126.	Medium	$6,600,000	ODOT, Local Funds
B-2	Barnes Butte Rd: ▪ Add paved shoulder to Barnes Butte Rd.	Long	$3,800,000	Local Funds

Project ID	Project Name/Location	Improvement Time Frame	Cost Estimate	Possible Funding Source
B-3	Barnes Butte Shared-Use Trail Connections: ▪ Add shared-use trail connecting Barnes Butte Rd to Iron Horse shared-use trail in Prineville.	Long	$4,900,000	Local Funds
B-4	OR 27 Scenic Bikeway Bicycle Hub. ▪ Construct a bicycle hub, or "rest stop," for hikers, bicyclists, recreationalists, and community members along the OR 27 scenic bikeway corridor; provide small shelter, information kiosk (map/community calendar), bicycle tool station, and bench/sitting area.	Long	$30,000	Private Partnership
B-5	US 26 (Madras Highway) shared-use trail: ▪ Extend existing shared-use trail northwest to the county line parallel to US 26.	Long	$7,100,000	ODOT, Local Funds
B-6	Houston Lake Rd, SW Williams Rd, and Reif Rd ▪ Add shared-use trails.	Long	$10,500,000	Local Funds
B-7	Juniper Canyon Rd (south) ▪ Add paved shoulders.	Long	$5,400,000	Local Funds
B-8	OR 27 ▪ Add shared-use trail to connect to planned path in Prineville.	Medium	$4,400,000	ODOT, Local Funds
B-9	Countywide ▪ Add bicycle route signage.	Medium	$50,000	Local Funds
P-1A	OR 126 and SW Williams Rd: ▪ Install sidewalk, curb and gutter, curb ramps, and intersection lighting. ▪ Install marked crosswalks on all four legs of the intersection.	Medium	$2,900,000	ODOT, Local Funds, Sidewalk Improvement Program
T-1	Crook County Service Enhancement Plan: ▪ Institute evening and Saturday limited circulation as part of Route 26 flex route.	Medium	Already adopted as part of other plans.	
T-2	Fixed-route enhancements to increase service in Prineville and expand connections to destinations.	Long	TBD	CET City of Prineville Local Funds
T-3	Dial-a-ride enhancements and transportation network company encouragement.	Near	Already adopted as part of other plans.	
T-4	Transit community outreach.	Near	Variable	ODOT City of Prineville Local Funds
F-1	Bus Evans Rd and Elliott Ln.	Long	$15,000,000	Local Funds Grants
F-2	US 26 railroad bridge feasibility study.	Medium	$35,000	ODOT

CET = Cascades East Transit; NBI = National Bridge Inventory; ODOT = Oregon Department of Transportation; TBD = to be determined.

4.2 Motor Vehicle System Plan

The motor vehicle system plan includes improvements to the roadway network, including intersection operations, safety, bridges, and access management. The improvements respond to needs identified both through analysis and community engagement. Together, these projects seek to reduce conflicts between users, enhance safety, reduce congestion, and improve connections between destinations.

4.2.1 Functional Classification

Roadways are organized by functional classifications, which help describe the purpose and scale of each segment, including the amount and type of vehicular traffic expected, elements to support active and shared modes of travel, and the design of the roadway. Functional classifications for Crook County roadways are shown in Figure 15. These functional classifications include the following:

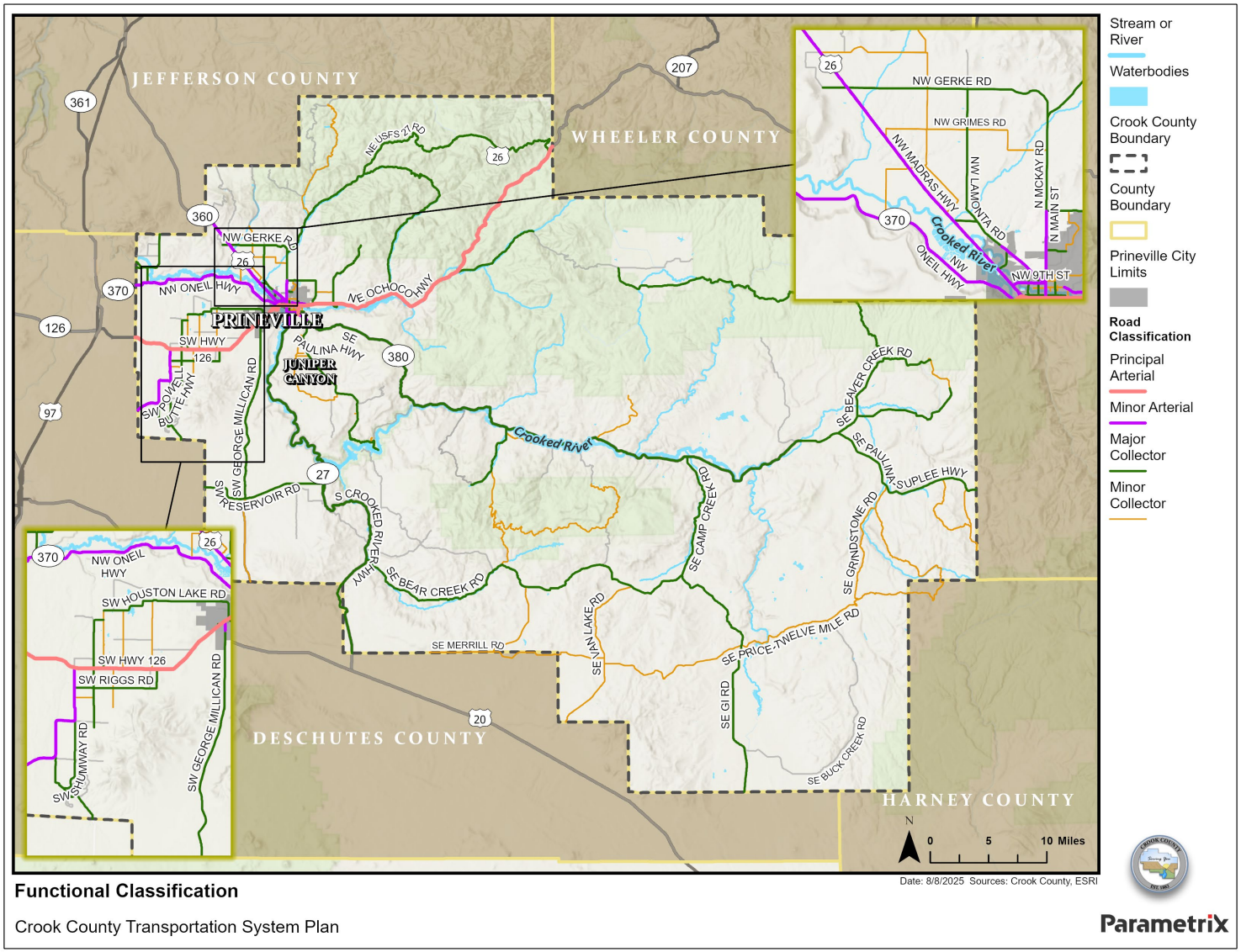
- **Principal arterials** primarily provide mobility between large population centers or regional activity generators. Motor vehicle movement is emphasized over local access connections.
- **Minor arterials** serve mobility needs over local access, but they may provide important local connections. Minor arterials have a narrower right-of-way than major arterials to better address local needs.
- **Major collectors** connect local roads to arterials. They often serve shorter trips than arterials and may have lower posted speeds.
- **Minor collectors** also facilitate connections between regional and local roadway networks but serve lower volumes of traffic. They can also provide circulation within neighborhoods or other areas. Intersections are typically spaced closer together compared to arterials or major collectors.
- **Local roads** provide direct access to destinations and typically serve shorter trips. Local roads do not typically support through-trips, and travel is generally at lower speeds than on other roadway classifications.

Proposed design standards are shown in Table 6 for each functional classification. While these represent the minimum design standards, conditions may require different elements and dimensions.

Table 6. Functional Classification and Proposed Minimum Design Standards

Functional Classification	ROW Width (feet)	Paved Width (feet)	Travel Lane Width (feet)	Paved Shoulder Width	Surface Type	Max. Grade	Min. Intersection Spacing	Min. Access Spacing (feet)	Design Speed, Min. Tang., Min. Curve	Recommended AADT Range
Principal Arterial	100	State Highway – See Oregon Department of Transportation								
Minor Arterial	80	28	12	5–7 ft	6 in HMAC	6%	0.5 miles	500	AASHTO Green Book (AASHTO 2018)	>5,000
Major Collector	80	28	12	4–6 ft	4 in HMAC	8%	0.5 miles	500		1,500–5,000
Minor Collector	80	28	12	4–6 ft	4 in HMAC	8%	0.25 miles	300		400–1,500
Local	60	24	12	N/A	4 in HMAC	10%	150 feet	N/A		<400

AADT =annual average daily traffic; AASHTO = American Association of State Highway and Transportation Officials; ft = feet; HMAC = hot-mixed asphalt concrete; in = inches; max. = maximum; min. = minimum; ROW = right-of-way; tang. = tangent.



Functional Classification

Crook County Transportation System Plan

Parametrix

Figure 15. Functional Classification

4.2.2 Roadway and Intersection Improvements

As the county grows, Crook County needs new streets to serve the growing population. The TSP identifies one new roadway connection in Juniper Canyon to alleviate traffic congestion, provide an alternate access route for the community, and expand options that limit travel through Prineville. This new connection also creates an opportunity to include multimodal improvements to support people walking and biking.

The TSP also identifies intersection improvements to address current and anticipated future congestion, as well as improve safety for all roadway users. Several roadway and intersection projects are described in more detail in the Big Moves section of this plan. More information about the remaining projects is included below. Roadway and intersection improvements are summarized in Table 7 and shown in Figure 18.

4.2.2.1 Project R-4A: Realign intersection with left acceleration lane at SE Juniper Canyon Road and OR 380.

The intersection of SE Juniper Canyon Road and OR 380 is a critical connection between the growing Juniper Canyon community and Prineville. The current configuration is skewed, limiting sight distance and impacting turning movements. This intersection is expected to exceed mobility targets in the 2045 no-build higher growth scenario. The preferred solution for this location is to realign the intersection and add a left acceleration lane, as shown in Figure 16. This project will improve sight distances, reduce vehicle time in the intersection, and reduce potential conflict points. This project is expected to meet mobility targets for intersection performance and would be designed to ensure that farm vehicles and freight would be able to safely navigate the intersection.



Figure 16. SE Juniper Canyon Road and OR 380 Preferred Solution

4.2.2.2 Project R-3A: Construct a center two-way left-turn lane at the intersection of OR 126 and SW Parrish Lane.

OR 126 and SW Parrish Lane is expected to exceed mobility targets in the future no build higher growth scenario. The existing roadway configuration does not include a dedicated left turn lane on the west leg of the intersection to facilitate turns onto SW Parrish Lane. Based on analysis of existing traffic volumes, this intersection meets turn lane warrants.

The preferred solution for this location is to widen OR 126 from SW Valley View Road to Stillman Road to include a center two-way left turn lane, as shown in Figure 17. The exact design would be determined in collaboration with ODOT. A center two-way left turn lane would improve traffic operations and meet mobility targets; marking and other physical elements could also be included to help visually narrow the roadway and delineate travel lanes, which would encourage vehicles to slow.

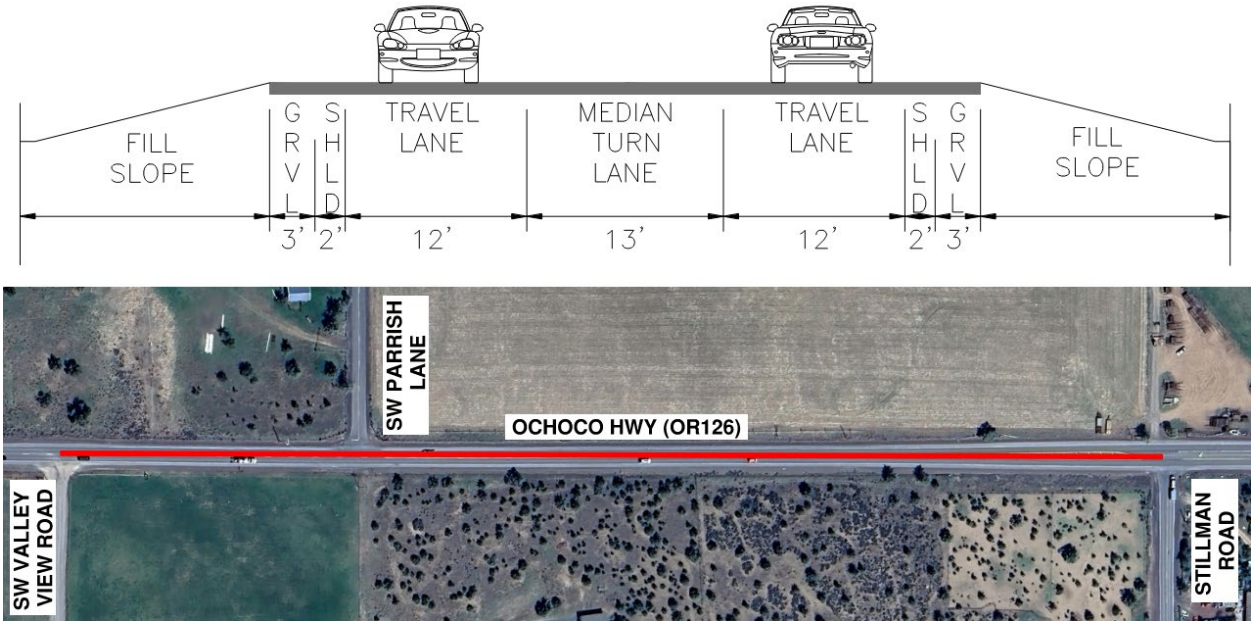


Figure 17. OR 126 and SW Parrish Lane Preferred Solution

Table 7. Intersection and Operations Improvements

Project ID	Project	Needs Addressed	Priority	Cost Estimate
R-1A	OR 126 & Powell Butte Hwy: ▪ Construct a single-lane roundabout.	▪ Reduces traffic congestion and delays in the near term. ▪ Maintains all turning movements while reducing turning movement conflict. ▪ Increases safety.	Medium	$6,000,000
R-2A	OR 126 & SW Williams Rd: ▪ Construct a single-lane roundabout.	▪ Improves safety performance for all roadways users. ▪ Provides traffic calming. ▪ Requires an Intersection Control Evaluation to determine the appropriate intersection control change.	Medium	$6,000,000
R-3A	OR 126 & SW Parrish Ln: ▪ Widen OR 126 from SW Valley View Road to Stillman Road (center two-way left-turn lane)	▪ Reduces traffic congestion and delay. ▪ Opportunity to add medians/physical markers on the east leg to encourage vehicles to slow.	Near	$$2,500,000
R-4A	SE Juniper Canyon Rd & OR 380: ▪ Realign intersection with left acceleration lane.	▪ Improves intersection safety while retaining existing movements. ▪ Reduces conflict points, helping drivers avoid misjudging gaps in traffic ▪ Reduces traffic congestion and delay.	Long	$2,100,000
JC -1	Juniper Canyon Access: ▪ Develop new roadway connection in Juniper Canyon between Davis Loop and OR 27.	▪ Improves emergency access in Juniper Canyon.	Medium/Long	$9,300,000 to $20,000,000
JC-2	Juniper Canyon Access: ▪ Develop new gravel roadway connection in Juniper Canyon between SE Simpson Rd and OR 380	▪ Creates a new gravel emergency evacuation route for Juniper Canyon.	Near	$24,000,000 to $52,000,000
JC-3	Juniper Canyon Access: ▪ Widen Juniper Canyon Road between Davis Loop and OR 380	▪ Widens existing Juniper Canyon Road to improve access and safety.	Near	$8,000,000 to $17,000,000

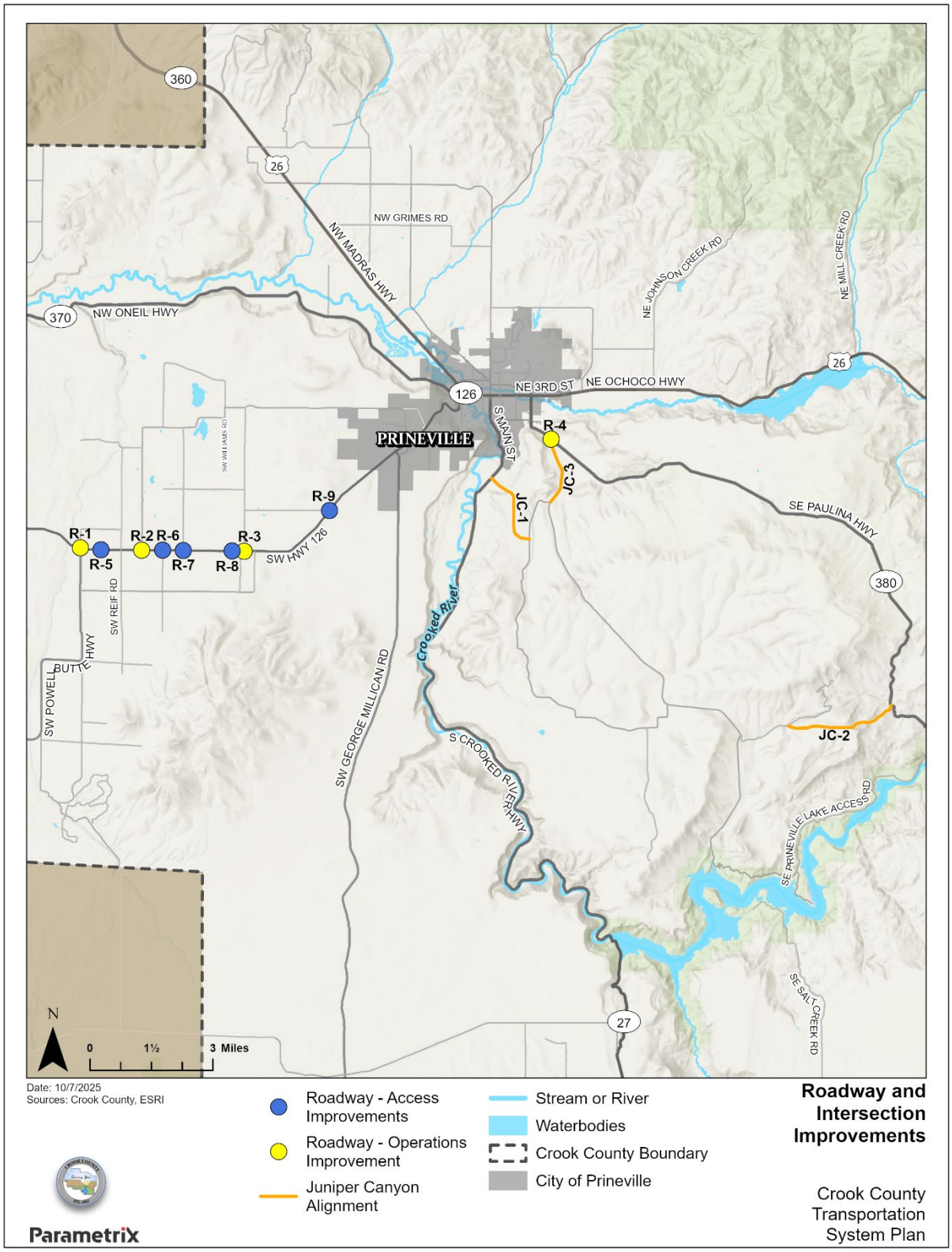


Figure 18. Roadway and Intersection Improvements

4.2.3 Access Management Improvements

Providing adequate access to other public roadways, land uses, and destinations is a critical part of an effective transportation system. However, it is necessary to balance access with the need for mobility and safety on the system. Providing access via other public streets and driveways to land uses creates friction from a traffic operations perspective; it may reduce mobility and introduce points of conflict that can increase the potential for crashes. Proposed access improvements align with improvements proposed in the 2017 TSP and the OR 126 Corridor Plan (Crook County 2012). The costs included in the TSP are for evaluation of the appropriate access management treatment. The locations are summarized and shown in Figure 18.

Table 8. Intersections that Need to Balance Destination Access with Mobility and Safety of the Transportation System

Project ID	Project	Priority	Cost Estimate
R-5	OR 126 at Kissler Rd	Medium	$20,000
R-6	OR 126 at Copley Rd	Medium	$20,000
R-7	OR 126 at Minson Rd	Medium	$20,000
R-8	OR 126 at Yates Rd	Medium	$20,000
R-9	OR 126 at Wiley Rd	Medium	$20,000

4.2.4 Bridge Improvements

Table 9 summarizes bridges in the study area that are included in the NBI database and that are eligible for federal funding for repair. These bridges were identified for replacement or repair. In addition to these projects, the TSP recommends that the County continues to replace one non-NBI bridge per year. This is summarized in Project BR-5 and represents the anticipated cumulative cost.

Table 9. Bridge Improvements

Project ID	Project	Needs Addressed	Priority	Cost Estimate
BR-1	County Road 221 bridge over Paulina Creek (NBI Bridge 19083): ▪ Study cost of repairing or replacing this functionally obsolete bridge.	▪ Identifies future bridge cost needs.	Medium	$30,000
BR-2	SW Powell Butte Highway bridge over Powell Butte Canal (NBI Bridge 03291): ▪ Replace bridge.	▪ Replaces low-sufficiency bridge.	Medium	$2,500,000
BR-3	SW Powell Butte Highway bridge over Powell Butte Wasteway (NBI Bridge 03293): ▪ Replace bridge.	▪ Replaces low-sufficiency bridge.	Medium	$2,500,000
BR-4	Johnson Creek Road NE bridge over Ochoco Main Canal (NBI Bridge 13C06A): ▪ Replace bridge.	▪ Replaces low-sufficiency bridge.	Medium	$2,500,000
BR-5	Non-NBI bridge replacement program: ▪ Replace one non-NBI bridge per year.	▪ Repairs or replaces non-NBI bridges.	Medium	$4,500,000

NBI = National Bridge Inventory

4.2.5 Safety Improvements

Safety improvements are intended to increase safety for all roadway users and would be made on both intersections and roadway segments. These improvements were developed based on the existing conditions analysis and feedback received from the Crook County community. Analysis identified one study intersection as exceeding the critical crash rate, meaning that there were more reported crashes than expected for similar intersections. The preferred improvement for the intersection of S Powell Butte Highway and SW Bussett Road is described below in further detail.

Improvements identified in the 2017 TSP are also included. Table 10 summarizes the recommended safety improvements, and Figure 20 shows the projects' locations. Crook County is also developing a transportation safety action plan that will identify other needed safety improvements in the county.

4.2.5.1 Project S-1: Realign intersection and install acceleration lanes at S Powell Butte Highway and SW Bussett Road.

The intersection of S Powell Butte Highway and SW Bussett Road (see Figure 19) exceeds the critical crash rate based on the TSP's safety analysis. Community members also identified safety concerns in this area, especially due to poor visibility and high travel speeds. The recommended project in the TSP would reconstruct the intersection, install acceleration lanes on S Powell Butte Highway, and add rumble strips and lighting. Acceleration lanes were added to this project based on community feedback. The project would also incorporate variable speed limits to encourage slower driving in bad weather and reassess warning signage at the roadway curve.



Figure 19. S Powell Butte Highway and SW Bussett Road

Table 10. Safety Improvements

Project ID	Project	Needs Addressed	Cost Estimate	Priority
S-1	S Powell Butte Hwy & SW Bussett Rd: ▪ Install rumble strips along the curve. ▪ Implement variable speed limits that lower in icy conditions ▪ Install lighting. ▪ Reassess curve warning signage and check sign spacing. ▪ Install acceleration lanes on S Powell Butte Highway. ▪ Reconstruct intersection to simplify circulation patterns and turning movements.	▪ Improves visibility and awareness. ▪ Simplifies travel patterns. ▪ Aligns with ODOT and AASHTO standards. ▪ Responds to and mitigates inclement weather conditions and associated safety challenges. ▪ Reduces roadway departure crashes.	$870,000	Long
S-2	Rimrock Acres Loop & OR 370: ▪ Install lighting. ▪ Install raised pavement markings. ▪ Evaluate existing curve warning signage locations and warning speeds. ▪ Install curve chevrons, guardrail, and rumble strips.	▪ Improves visibility and awareness at curve and intersection. ▪ Enhances curve navigation.	$180,000	Medium
S-3A	S Powell Butte Hwy & Alfalfa Rd: ▪ Install lighting and curve chevrons along S Powell Butte Hwy. ▪ Reassess curve warning signage and check for sign spacing.	▪ Improves visibility and awareness at curve and intersection. ▪ Enhances curve navigation.	$71,000	Near-
S-4	OR 126 east of Powell Butte Hwy to Copley Rd: ▪ Widen edge line striping.	▪ Improves visibility and awareness. ▪ Location identified in ODOT SPIS (2018).	$260,000	Near
S-5	OR 370 east of Happy Hollow Dr: ▪ Install rumble strips and/or wider edge line striping.	▪ Improves visibility and awareness. ▪ Reduces roadway departure crashes. ▪ Enhances roadway navigation.	$22,000	Near
S-6	OR 380 south of NE 3rd St: ▪ Evaluate access management along the corridor.	▪ Improved access management can reduce potential conflicts.	$25,000	Near
S-7	Juniper Canyon Rd: ▪ Implement variable speed limit based on weather conditions.	▪ Responds to inclement weather conditions and associated safety challenges. ▪ Location identified in ODOT SPIS (2018, 2020, 2021).	TBD based on future evaluation	Near
S-8	Juniper Canyon Rd: ▪ Add raised pavement markers on SE Juniper Canyon Rd. ▪ Add edge-line rumble strips to SE Juniper Canyon Rd.	▪ Delineates alignment of the roadway for night driving. ▪ Reduces roadway departure crashes. ▪ Enhances roadway navigation. ▪ Location identified in ODOT SPIS (2018, 2020, 2021).	$94,000	Near

Project ID	Project	Needs Addressed	Cost Estimate	Priority
S-9	Juniper Canyon Rd ▪ Add or enhance horizontal curve signage and markings.	▪ Improves visibility and awareness at curve. ▪ Enhances curve navigation. ▪ Location identified in ODOT SPIS (2018, 2020, 2021). ▪ Aligns with recommendation of ODOT Roadway Departure Plan.	$10,000	Near
S-10	Powell Butte Rd ▪ Add or enhance horizontal curves pavement markings.	▪ Improves visibility and awareness at curve. ▪ Enhances curve navigation. ▪ Aligns with recommendation of ODOT Roadway Departure Plan.	$10,000	Near
S-11	Davis Loop Rd ▪ Remove trees within clear zone.	▪ Reduces fixed-object crashes with trees. ▪ Location identified in ODOT SPIS (2018).	TBD based on future study	Medium
S-12	Powell Butte (OR 126) ▪ Install/maintain speed feedback signs.	▪ Improves awareness. ▪ Encourages speeding drivers to slow down. ▪ Location identified in ODOT SPIS (2018, 2019, 2020, 2021).	$50,000	Medium
S-13	US 26 ▪ Add systemic safety treatments, including edgeline rumble strips.	▪ Reduces roadway departure crashes. ▪ Enhances roadway navigation.	$50,000	Medium
S-14	Lamonta Rd ▪ Install horizontal curve signage, speed feedback sign, and delineators.	▪ Improves visibility and awareness at curve. ▪ Enhances curve navigation. ▪ Encourages speeding drivers to slow down.	$50,000	Medium
S-15	OR 126 ▪ Install systemic safety treatments, including edgeline and centerline rumble strips.	▪ Reduces roadway departure crashes. ▪ Need to evaluate potential noise impacts to nearby residents prior to implementation. ▪ Enhances roadway navigation. ▪ Location identified in ODOT SPIS (2018, 2019, 2020, 2021).	$50,000	Medium

TBD = to be determined.

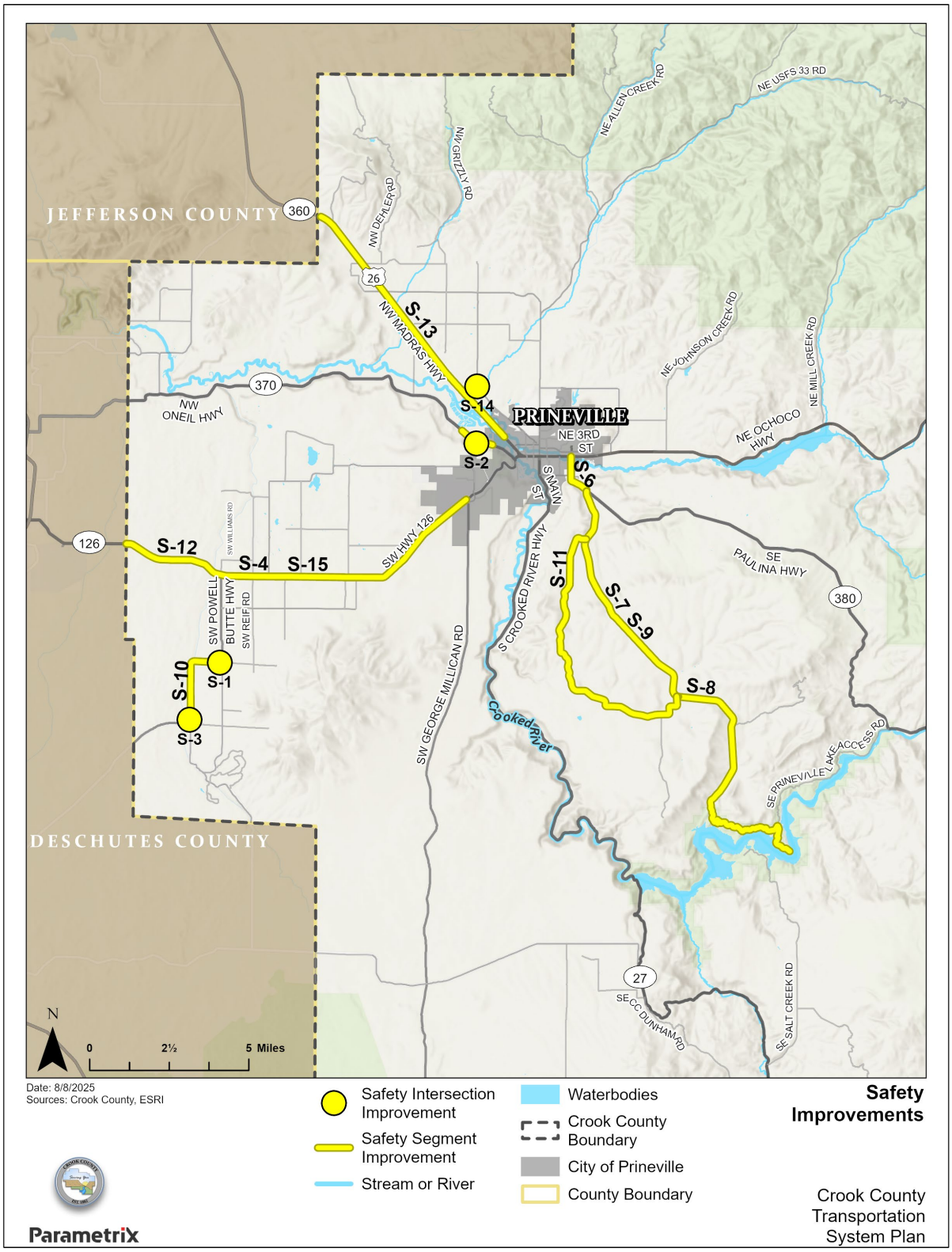


Figure 20. Safety Improvements

4.3 Active Transportation System Plan

This section describes improvements to the active transportation system and includes projects that enhance safety and connectivity for people walking, rolling, and bicycling. These include projects focusing solely on pedestrian and bicycle infrastructure, as well as multiuse paths and trails, which accommodate both people walking and people bicycling. Both pedestrian and bicycle improvements are shown in Figure 21.

4.3.1 Pedestrian Improvements

The identified pedestrian project would provide greater connectivity, safety, access, and comfort in the Powell Butte community where there is a higher density of community destinations. Summarized in Table 11, this project would be coordinated with project R-2A at the intersection of OR 126 and SW Williams Road.

Table 11. Pedestrian Improvements

Project ID	Project	Needs Addressed	Priority	Cost Estimate
P-1	OR 126 & SW Williams Rd: ▪ Install sidewalk, curb and gutter, curb ramps, and intersection lighting. ▪ Install marked crosswalks on all four legs of the intersection.	▪ Improved safety and comfort for travel to community destinations. ▪ Increased visibility at roadway crossings.	Medium	$2,900,000

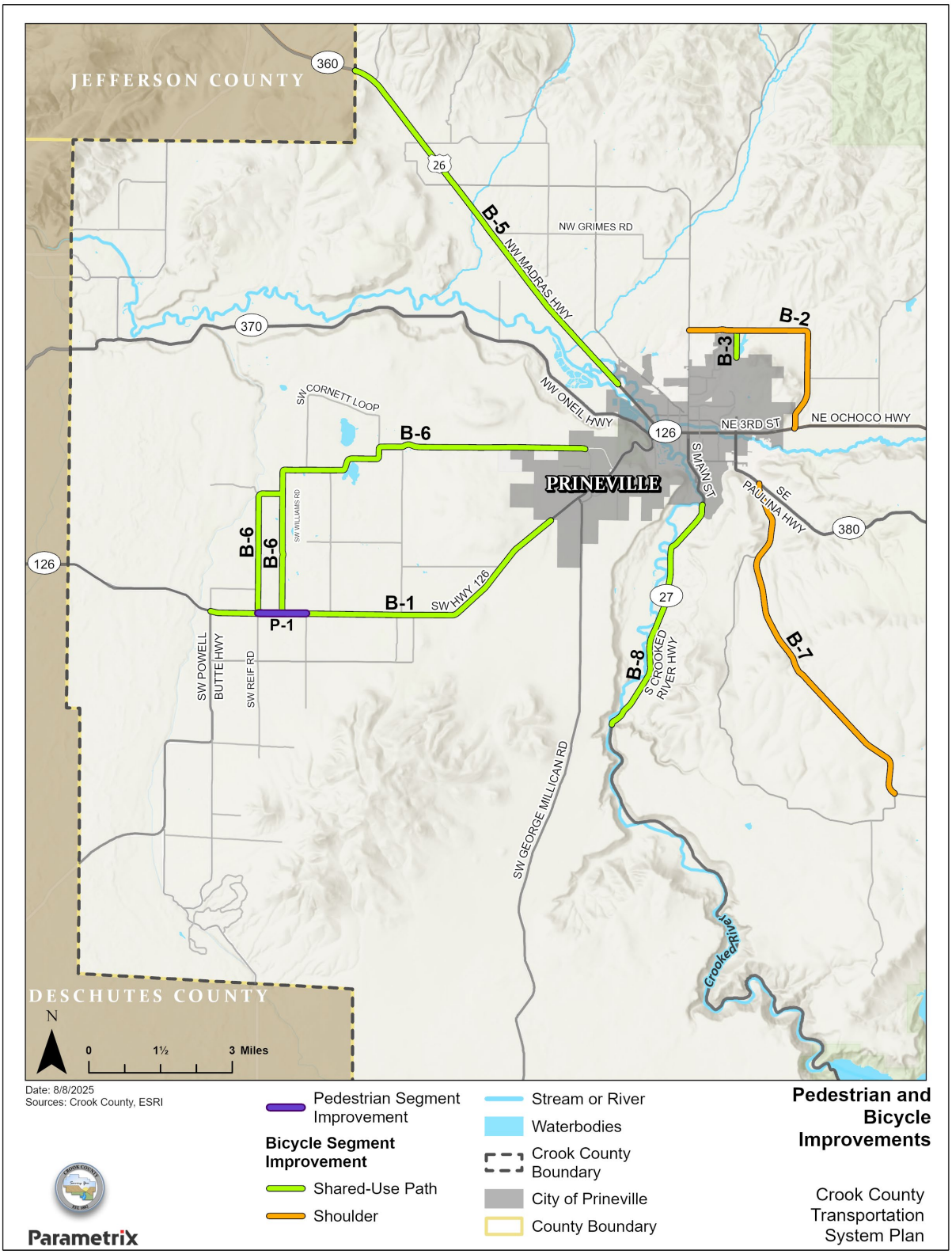


Figure 21. Pedestrian and Bicycle Improvements

4.3.2 Bicycle Improvements

Bicycle system improvements carry forward several projects from the 2017 TSP that still meet the identified need, although modifications have been made to better align the project with the current goals and cost constraints. New projects were identified based on evaluation by the project team and focus on new shared-use trails, paved shoulders in strategic locations, and programmatic improvements such as wayfinding and travel information to improve awareness of bicycle facilities and route opportunities. Improvements are summarized in Table 12 and shown in Figure 21.

Table 12. Bicycle Improvements

Project ID	Project	Needs Addressed	Priority	Cost Estimate
B-1	OR 126 from SW Powell Butte Hwy to Prineville UGB: ▪ Add shared-use path along the south side of OR 126.	▪ Improves safety and comfort for people walking, rolling, and biking. ▪ Improves multimodal connectivity. ▪ A shared-use path could be considered in coordination with Project P-1 to accommodate all active modes.	Medium	$6,600,000
B-2	Barnes Butte Rd: ▪ Add paved shoulder to Barnes Butte Rd.	▪ Improves safety and comfort for bicycle travel. ▪ Improves multimodal connectivity. ▪ Aligns network with recommended roadway design standards.	Long	$3,800,000
B-3	Barnes Butte Shared-Use Trail Connections: ▪ Add shared-use trail connecting Barnes Butte Rd to Iron Horse shared-use trail in Prineville.	▪ Improves multimodal connectivity. ▪ Connects to planned Iron Horse shared-use path in Prineville.	Long	$4,900,000
B-4	OR 27 Scenic Bikeway ▪ Construct a bicycle hub, or "rest stop," for hikers, bicyclists, recreationalists, and community members along the OR 27 scenic bikeway corridor; provide small shelter, information kiosk (map/community calendar), bicycle tool station, and bench/sitting area.	▪ Provides needed support for people traveling along the popular OR 27 route.	Long	$30,000
B-5	US 26 (Madras Highway) shared-use trail: ▪ Extend existing shared-use trail northwest to the county line parallel to US 26.	▪ Improves multimodal connectivity. ▪ Connects with existing Prineville shared-use path system.	Long	$7,100,000
B-6	Houston Lake Rd, SW Williams Rd, and Reif Rd: ▪ Add shared-use trails.	▪ Improves multimodal connectivity.	Long	$10,500,000
B-7	Juniper Canyon Rd ▪ Add paved shoulders	▪ Improves multimodal connectivity.	Long	$5,400,000

Project ID	Project	Needs Addressed	Priority	Cost Estimate
B-8	OR 27 ▪ Add shared-use trail to connect to planned path in Prineville.	▪ Improves safety and comfort of active mode travel along a popular cycling route that has high demand for both bicycle and motor vehicle travel. ▪ Connects to planned shared-use path in Prineville.	Medium	$4,400,000
B-9	Countywide ▪ Add bicycle route signage.	▪ Improves legibility of designated bicycle network in Crook County. ▪ Supports navigation between major destinations.	Medium	$50,000

4.4 Public Transportation Plan

Public transportation recommendations include projects and enhancements identified in the CET 2040 Transit Master Plan, as well as policy and programmatic recommendations identified in the 2017 TSP. Summarized in Table 13, it is important to note that improvements such as an expanded dial-a-ride service across the county would increase the ability for residents to age in place.

Table 13. Public Transportation Improvements

Project ID	Project Name/Location	Needs Addressed	Priority	Cost Estimate
T-1	Crook County Service Enhancement Plan: ▪ Institute evening and Saturday limited circulation as part of Route 26 flex route.	▪ Increases public transportation service frequency.	Medium	Already adopted as part of other plans.
T-2	Fixed-route enhancements to increase service in Prineville and expand connections to destinations.	▪ Provides transit access to key destinations in Prineville.	Long	TBD
T-3	Dial-a-ride enhancements and transportation network company encouragement.	▪ Increases on-demand transit service area. ▪ Increases accessibility for rural residents.	Near	Already adopted as part of other plans.
T-4	Transit community outreach.	▪ Enhances ease of use of the bicycle, pedestrian, and transit system in Crook County.	Near	Variable

TBD = to be determined

4.5 Freight System Plan

Freight is most commonly moved by truck and by rail within the county. OR 126 and US 26 are designated ODOT freight routes, while other corridors, such as Millican Road, carry significant amounts of freight traffic within Crook County and connect to freight routes in neighboring counties. OR 126 and US 26 are both reduction review routes, meaning that the vehicle-carrying capacity of the route cannot be reduced except in specific circumstances.

The 2017 TSP identified height constraints on US 26 due to the railroad trestle as the primary freight challenge. Due to the height constraint, traffic currently travels along Bus Evans Road and Elliot Lane, resulting in increased demand on these roads. The two projects are described in Table 14 and shown in Figure 22.

In addition to the projects listed in Table 14, the TSP also proposes general improvements to facilitate agricultural vehicle movement across busy arterials and state highways. As traffic grows, safety concerns will increase for agricultural vehicles trying to cross these roads. Warning signage, flashing beacons, and routing vehicles to controlled intersections are all important tools for improving safety and access for agricultural vehicles. Agricultural vehicle considerations should be incorporated into all County or ODOT projects on state highways or other facilities.

Table 14. Freight Improvements

Project ID	Project Name/Location	Needs Addressed	Priority	Cost Estimate
F-1	Bus Evans Rd and Elliott Ln: ▪ Reconstruct intersection to freight route standards.	▪ Reconstructs intersection to freight route standards.	Long	$15,000,000
F-2	US 26 railroad bridge feasibility study.	▪ Identifies feasibility of accommodating oversized loads on US 26.	Medium	$35,000

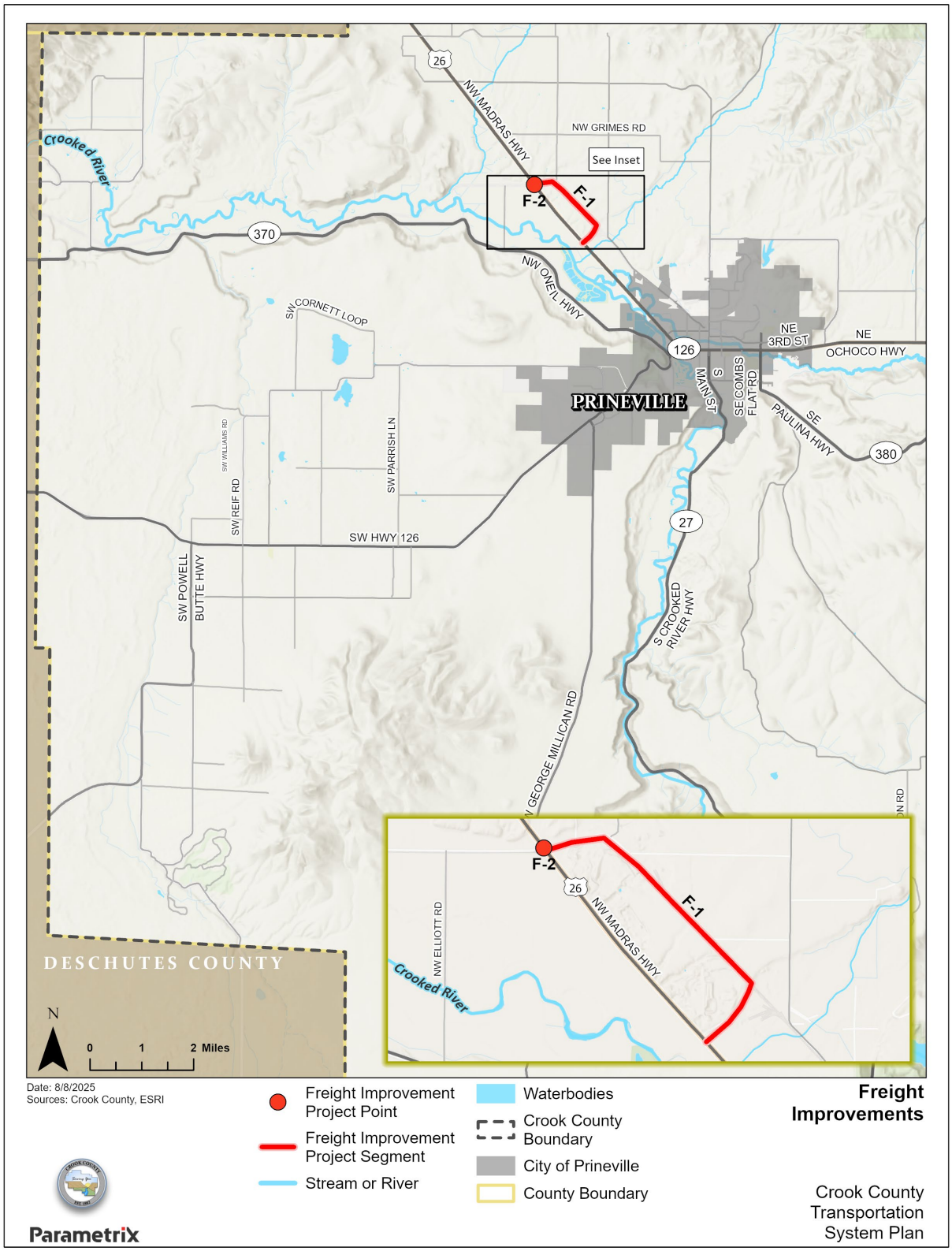


Figure 22. Freight Improvements

5. Implementation

The 2025 TSP contains projects that may be implemented on a short-, medium-, or long-term basis. Project prioritization includes factors such as community desire, staff capacity, and County leadership support. As limited funding exists, some projects may take years, if not decades, to complete. Over time, projects not included in this TSP may be added to address new needs that arise as Crook County's population continues to change. **As of the publication of this TSP, the County has no dedicated source of funding for transportation.** This section describes options for funding TSP projects, including through potential funding opportunities such as grants or County fees.

5.1 Funding Forecast and Funding Gap

All identified projects with cost estimates would cost approximately $131.5 million in 2024 dollars.[1] Of this total, $94.4 million is needed for solutions relying primarily on local funding or grant sources, while solutions in partnership with ODOT total $37.1 million. Based on recent annual transportation funding in Crook County and input provided by County staff, Crook County does not expect to have available funding to support new capital projects. A new funding source is needed to implement projects identified in the TSP.

5.2 Funding and Financing Options

This section briefly summarizes local transportation funding sources that have been used historically, as well as new sources to increase transportation funding.

Crook County's capital projects, operations, and maintenance of roadways are funded through the Crook County Transportation Budget, which relies on various sources. The Crook County Road Fund relies on fuel tax paid to the County based on the number of vehicles registered to the County, as well as Secure Rural Schools funding. Additionally, the Special Transportation Fund accounts for federal and state transportation programs; Crook County typically enters into intergovernmental agreements with the Central Oregon Intergovernmental Council to perform these services.

The County's largest expenditure under the Road Fund is the maintenance of roads. When forecasting for future budgets, the adopted 2024 budget (Crook County 2024) notes that "maintaining operations at the historical status quo continues to spend down fund balance." In particular, the forecast identifies a significant increase in maintenance expenditures compared to historical trends. The Road Department is exploring more sustainable operations and funding. The County does not currently have transportation utility fees, registration fees, system development charges, or other supplemental revenue for transportation.

5.2.1 Local Funding Options

Local revenue is an important source of funds for transportation projects and programs, and it also serves as a local match for grants. Table 15 describes potential new sources for local funding.

[1] This calculation assumes the low end of the range provided for Projects JC-1, JC-2, and JC-3.

Table 15. Potential Local Funding and Financing Mechanisms

Local Funding / Financing Option	Description	Considerations
User Fee	Fees added to a monthly utility bill or tied to the annual registration of a vehicle to pay for improvement, expansion, and maintenance of the street system.	This type of fee is becoming more common in cities but would require substantial investment in rate studies, administrative staffing, and software and computer systems to enable the County to collect the revenue. This source is generally better suited to funding operations than for capital improvements, but it may free up existing resources for capital projects.
System Development Charges	One-time fees obtained from new development and redevelopment intended to cover part of the cost of transportation facilities to support the new development.	Fees would increase the cost of development for developers. The County would determine the appropriate fee to cover transportation costs while also ensuring that development remains affordable for developers.
Local Gas Tax	A local tax assessed on the purchase of gas within the County. This tax is added to the cost of gasoline at the pump, along with the state and federal gas taxes. Many communities in Oregon assess local gas taxes, typically ranging from $0.01 to $0.10 per gallon.	A local-option fuel tax would be easy to collect because the infrastructure is already in place. It would generate revenue for the County from motorists passing through the county. This method could fund operations and capital programs.
Tax Increment Financing (TIF)	A tool counties use to create special districts (tax increment areas) where public improvements are made in order to generate private-sector development. During a defined period, the tax base is frozen at the pre-development level. Property taxes for that period can be waived or paid, but taxes derived from increases in assessed values (the tax increment) resulting from new development can go into a special fund created to retire bonds issued to originate the development or leverage future improvements.	A number of small- to medium-sized communities in Oregon have implemented, or are considering implementing, urban renewal districts that will result in a TIF revenue stream.
Road/Local Improvement Districts	A local improvement district is a geographic area where local property owners are assessed a fee to cover the cost of a public improvement in that area.	This may be especially useful for non-state facilities that are ineligible for federal or state funding. This type of fee must be approved by the majority of property owners.
General Fund	Property taxes from the County's permanent tax rate.	Diverting General Fund revenue to the Road Fund would have significant consequences for other County services.
Bonds or Levies	Voter-approved measures to either acquire funds through an increased tax rate (levy) or through the sale of bonds.	Requires voter approval.
Motor Vehicle Title Fee	Requires all motor vehicles registered in the county to all have the title recorded as personal property.	This would generate two sources of revenue: from the fee itself and from personal property taxes levied on motor vehicles. This could be problematic for renters and would increase taxable property that the assessor must account for.

5.2.2 Grant Opportunities

Grants provide an important source of funds for projects, supplementing local funds. Grants are often targeted toward specific types of transportation projects. Table 16 describes potential grant funding sources and their applicability to TSP projects in Crook County.

Table 16. Grant Opportunities

Source	Funding Available	Description	Eligibility and Considerations
Statewide Transportation Improvement Program (STIP; ODOT 2025g) Administered by ODOT	Approximately $2 billion available statewide for the 2024–2027 STIP. Match requirements vary.	The STIP is the major statewide program for funding significant projects, usually of regional importance. The STIP programs both state and federal dollars.	Projects included in the STIP are generally regionally significant and are prioritized by ODOT, metropolitan planning organizations, and area commissions on transportation.
Recreational Trails Program Administered by OPRD (2025b)	Approximately $1.6 million allocated each year. Minimum grant request: $10,000. Recommended grant request maximum: $150,000 for nonmotorized proposals. Applicants must commit to at least a 20% match. Match can include volunteer labor or other donations.	Funds to develop, improve, or expand trails and facilities for motorized and nonmotorized use. Recreational Trails Program funding is intended for recreational trail projects and can be used for construction of new trails, major rehabilitation of existing trails, development or improvement of trailhead or other support facilities, acquisition of land or easements for the purpose of trail development, and safety and education projects.	This funding source is very competitive, and funding is generally based on the needs identified in the Oregon Statewide Recreation Trails Plan (OPRD 2016).
Oregon Community Paths Program Administered by ODOT (2025c)	Project refinement funding: $150,000 to $750,000 per project. Construction funding: $500,000 to $6,000,000 per project. Requires a local match of 10% to 30% depending on funding source (federal or state).	Supports multiuse path projects including paths that pass through a park or along a greenway to connect community centers, services, housing, employment, schools, and recreation. Types of community path projects: ▪ Critical Links. Walking and biking connections to schools, downtowns, shopping, employment, and other essential destinations. ▪ Regional Paths. Connect communities no more than 15 miles apart or traverses one community with a path 10 miles long or greater.	Oregon Community Paths Program projects must serve a transportation purpose (not recreational). The TSP includes multiuse path projects that fall under the *Critical Link*s project type
Safe Routes to School Administered by ODOT (2025d)	$60,000 to $2,000,000 New funding program guidance is under development by ODOT. 20% to 40% match required.	Funds projects that improve, educate, or encourage children safely walking or biking to school. Projects must be within a 1-mile radius of a school, within a local roadway, and in a jurisdictional plan. Projects in smaller communities, for elementary and middle schools, and that can demonstrate substantial need are likely to fare best.	Because the Crook County TSP is likely to include projects that would have a direct impact on cycling and walking to school in Powell Butte, Safe Routes to School is likely a promising source of funding for projects.

Source	Funding Available	Description	Eligibility and Considerations
Sidewalk Improvement Program Administered by ODOT (n.d.)	$7.4 million annually for federal fiscal years 2022 to 2024. No match is required. State pedestrian and bicycle funds can be used as a match for federal dollars.	Allocates funds to improve walking and biking infrastructure (e.g., crossings, sidewalks, bike facilities) on or along state highways. Provides grants on a rotating regional basis to construct larger pedestrian and bicycle projects (or bundles of systemic improvements) needed to address priority needs identified in the Oregon Bicycle and Pedestrian Plan (ODOT 2016) and the Statewide Active Transportation Needs Inventory (ATNI; ODOT 2025a).	Eligible for improvements on or along state highways. ATNI web map shows prioritization scores within Crook County ranging from the 60th to 80th percentile.
Statewide Transportation Improvement Fund (STIF) Administered by ODOT (2025f)	Funding amount varies. There is no match for STIF formula; STIF Discretionary match is generally 20%. STIF formula funds may be used as the local match for state and federal funds which also provide public transportation. STIF Discretionary funding is used for new or pilot projects and for capital purchases.	STIF formula funds may be used for public transportation purposes that support the effective planning, deployment, operation, and administration of public transportation programs. The STIF Discretionary fund supports a wide variety of project types but cannot be used to fund ongoing operations. The Intercommunity Discretionary fund supports maintaining, expanding, and improving public transportation services between two or more communities. The Oregon Transportation Commission finalizes award decisions using criteria derived from statute and the Oregon Public Transportation Plan (ODOT 2018).	STIF formula funding is awarded through the Qualified Entity which is a county or transit district, based on population and taxes paid within their respective jurisdiction. STIF Discretionary and Intercommunity Discretionary funds are awarded to public transportation service providers to improve public transportation through a competitive grant process.
Rivers, Trails, and Conservation Assistance Program Administered by National Park Service (2025)	Funding amount varies. No local match is required.	Annual funding available for technical assistance for recreation and conservation projects, including shared-use paths.	This fund has advanced projects in Crook County in both 2020 and 2022, supporting both the Barnes Butte Recreational Complex and Crooked River National Grasslands Trails efforts. Projects related to recreational areas and access to recreational areas may qualify.
All Roads Transportation Safety Program Administered by ODOT (2025b)	Funding amount varies. A 10% local match is required.	Annual funding for projects that address safety issues on highways and high-risk rural roads.	Projects are typically identified through the state's Safety Priority Index System (ODOT 2025e) or systemic network screening. Projects are awarded based on benefit/cost ratio.

Source	Funding Available	Description	Eligibility and Considerations
Federal Lands Access Program Administered by FHWA (2025a)	Varies.	Funds projects that improve transportation facilities that provide access to, are adjacent to, or are located within federal lands.	Projects that improve access to federal lands, such as Bureau of Land Management land, are eligible. Many proposed projects expand access to BLM land.
Transportation and Growth Management Program (TGM) Administered by ODOT (2025h)	Varies; annual grant cycles.	Funds projects that help local communities plan for streets and land use to create more livable communities. Category 1 TGM grants focus on meeting the requirements for the Transportation Planning Rule, while category 2 TGM grants focus on integrated land use and transportation planning, especially for active transportation, transit, and multimodal facilities.	Category 2 TGM projects aim to encourage "livable, affordable, and accessible communities for all ages and incomes…" Advancing projects that aim to improve access to transit and community destinations may be eligible for funding.
Land and Water Conservation Fund Administered by OPRD (2025a)	Approximately $5 million annually. Requires a 50% local match.	Funds to acquire land for public outdoor recreation or to develop basic outdoor recreation facilities. Project types may include shared-use pathways, bikeways, and sidewalks.	Projects identified in the TSP include shared-use pathways, bikeways, and sidewalks that may be eligible.

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Appendix A

Existing Conditions and Needs Analysis

Appendix B

Goals, Objectives, and Evaluation Criteria

Appendix C

Solutions, Analysis, and Funding Program

Appendix D

Preferred Solutions

Appendix E

Juniper Canyon Alternatives Analysis

BEFORE THE BOARD OF COMMISSIONERS OF
CROOK COUNTY, OREGON

Updating the Crook County Comprehensive Plan's Transportation System Plan and Declaring an Emergency	))))	**ORDINANCE NO. 354**

WHEREAS, The Crook County Comprehensive Plan's Transportation System Plan (TSP) was last updated in 2017; and

WHEREAS, transportation planning is Statewide Planning Goal 12, developed to provide and encourage a safe, convenient, and economic transportation system by establishing land use controls and a network of facilities and services to meet overall transportation needs; and

WHEREAS, Crook County's population growth has accelerated, and recent estimates show that the county is on track to exceed future projections: more people living and traveling in the county, congestion and safety on regional roads and highways, a lack of connections in some areas, and limited options to get around—especially for older adults—have created pressing needs for transportation infrastructure investment; and

WHEREAS, the 2025 TSP assesses existing and future conditions to guide decisions and investments concerning issues such as multimodal travel, locations experiencing severe crashes, preferred transportation alternatives to address concerns in the Powell Butte and Juniper Canyon communities, both near and long term projects and programs to and an evaluation system to prioritize projects, and an implementation plan for funding and financing of projects; and

WHEREAS, Crook County has undergone extensive public outreach in developing this 2025 TSP, including meetings with a Project Advisory Committee, three open houses, from February 2024 through May 2025, with 90% of survey respondents in support of designated projects.

NOW, THEREFORE, THE BOARD OF COUNTY COMMISSIONERS OF CROOK COUNTY, OREGON ORDAINS AS FOLLOWS:

Section 1. The findings of fact and conclusions of law contained in the recitals above are hereby adopted and incorporated herein.

Section 2. The County's Comprehensive Land Use Plan is hereby amended to adopt the 2025 TSP, attached herein as Attachment A.

Section 3: If any court of competent authority invalidates a portion of this Ordinance 354, the remaining portions will continue in full force and effect.

Section 4: This Ordinance 353 being immediately necessary for the health, welfare, and safety of the people of Crook County, an emergency is hereby declared to exist, and this Ordinance 354 shall become effective upon signing.

First Reading: _____

Second Reading: _____

Dated this _____ day of _____, 2025

_____
Commissioner Brian Barney

_____
Commissioner Susan Hermreck

_____
Commissioner Seth Crawford

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