



Location: City Hall – Council Chambers
Date: August 22, 2023
Time: 6:00 PM

City Council Meeting Agenda

Mayor Jason Beebe, Council Members Steve Uffelman, Janet Hutchison,
Shane Howard, Gail Merritt, Scott Smith, Marv Sumner and City Manager Steve Forrester
ATTEND TELEPHONICALLY BY CALLING 346-248-7799 Meeting ID: 947 5839 2608 Passcode: 123456

Call to Order

Flag Salute

Additions to Agenda

Consent Agenda

- [1.](#) Regular Meeting Brief 8-08-2023
- [2.](#) Annual Liquor License Renewals
- [3.](#) Abby's Legendary Pizza Liquor Application

Visitors, Appearances and Requests

Council Presentations

4. Prineville/Crook County Chamber Update - Kim Molnar

Council Business

- [5.](#) Reading of a Proclamation - Vietnamese Heritage & Freedom Flag - Mayor Beebe
- [6.](#) Intent to Award Fairmont Area Waterline Project

Staff Reports and Requests

- [7.](#) City Manager's Report - Steve Forrester
- [8.](#) Floodplain Feasibility Study
- [9.](#) Quarterly Financial Report - Lori Hooper Antram

Committee Reports

Ordinances



Resolutions

- [10.](#) Resolution No 1573 - Authorizing a Development Agreement Between City and Apple - Casey Kaiser
- [11.](#) Resolution 1574 authorizing the Cooperative Improvement (UTILITY) Agreement with ODOT to resolve city utility conflicts for the ODOD US 26 Meadow Lakes Drive to Combs Flat Rd (the 3rd Street) Project.
- [12.](#) Resolution No 1575 - Adopting Rate Schedule Correction for Resolution 1569 - Jered Reid
- [13.](#) Resolution No 1576 - Approving First Amendment to Subgrant Agreement with Crook County for Coronavirus State Fiscal Recovery Fund Grant Agreement No PO73000-00006939 - Jered Reid
- [14.](#) Resolution No 1577 - Authorizing an Amendment to an Intergovernmental Agreement for the Central Oregon Regional Collaborative - Lisa Morgan
- [15.](#) Resolution No 1578 - Annexing Certain Real Property Into the City of Prineville - Josh Smith

Visitors, Appearances and Requests

Adjourn

Agenda items maybe added or removed as necessary after publication deadline



CITY OF PRINEVILLE
Regular Meeting Brief
387 NE Third Street – Prineville, OR 97754
541.447.5627 ph 541-447-5628 fax

Full Meeting Recordings Available at:
<http://cityofprineville.com/meetings/>

City Council Meeting Brief
August 8, 2023

Council Members Present:

Shane Howard
Scott Smith
Marv Sumner
Janet Hutchison
Jason Beebe
Steve Uffelman

Council Members Absent

Gail Merritt

Additions to the Agenda

Remove Item # 11 – Resolution No. 1573 to a later date.

Consent Agenda

1. Regular Meeting Brief 7-25-2023
2. Annual Liquor License Renewals

Councilor Howard made a motion to approve consent agenda as presented. Motion seconded. No discussion on motion. Motion carried.

Visitors, Appearances and Requests

No one came forward.

Council Presentations

3. **ODOT Update & Cooperative Utility Agreement with ODOT Discussion – Casey Kaiser**

Casey Kaiser, Public Works Director provided background information explaining that the city has agreements with ODOT that the city is responsible for removing any city owned infrastructure that conflicts with ODOT projects. The staff would like to minimize the amount of

disruptions along Third Street. ODOT is going out to bid to have project move forward and the city would like to include a portion of city conflicts into the ODOT bid and the city will pay for that portion.

Mr. Kaiser explained that ODOT will already have crews on site mobilizing and it would be less expensive to have them do it and would eliminate the need for the city to shut down Third Street and then have ODOT come in for their project shutting it down again.

Abbey Discoll with ODOT went through the project overview. She explained that they were able to find extra funding for ADA improvements and fill in the funding gap. Ms. Driscoll went over the storm water facility addition at Claypool, streetscaping and bulb outs in sidewalks.

Discussions continued regarding one-way couplets, the new traffic lights being interconnected and synced, cameras and running red lights, and issuing traffic tickets. These will not be those kinds of cameras.

Ms. Driscoll said that they just completed new traffic lights in Bend and it is amazing how much more efficiently they work.

Ms. Driscoll explained that it will take some time to get all of the materials in for the project and went through some of the traffic impacts. They will mainly be just lane shifts and some sidewalk closures. The project will be done in segments, so they can get in and out with minimal construction impacts.

Council had a nod of heads that they are in favor of moving forward with a resolution at the next meeting.

Council Business

4. Consideration of Council Contribution to NeighborImpact – Sponsor Councilor Hutchison

Jeff Rola, Program Development Manager of NeighborImpact came forward explaining that NeighborImpact has a service area the size of New Jersey and went over some of their other services they offer.

Mr. Rola said they are making this request to all of the cities because the need is acute and immediate. They are delivering more food than they ever had and are running out within 45 minutes. They are requesting \$5,000 from the city.

Discussions continued regarding this being a community responsibility not a city responsibility, the funding remaining in Prineville, this is expected to be a one time ask and is a unique situation because of the legislature walking out this last session. The funding that they normally get didn't come through with the last-minute state budget passing.

Councilor Hutchison said she supports this request.

Councilor Hutchison made a motion to contribute \$7,000 rather than \$5,000. No second on motion. Motion failed.

Councilor Hutchison made a motion to contribute \$6,000. No second on motion. Motion failed.

Mayor Beebe explained that he also feels this is a community responsibility, though he knows that there is a need and wants to be sure that if this is passed that it goes to the Crook County residents.

Councilor Uffelman made a motion to approve a \$5,000 contribution to NeighborImpact. Motion seconded. No discussion on motion. All in favor, motion carried.

5. Appointment of Bill Anderson to the Railroad Committee – Matt Wiederholt

Matt Wiederholt, Railroad Manager presented the staff report. Committee members strongly recommend Bill Anderson and can attest to the skills he can bring to the committee.

Mayor Beebe stated he has heard nothing but good things about Mr. Anderson.

Discussions continued regarding the committee wanting someone with financial background, Mr. Anderson being very active in EDCO and the level of commitment the committee would get from him.

Mr. Wiederholt explained there is a variety of people on the committee and they are very driven for their own industry and there is a lot of diversity in this very active group.

Mayor Beebe made the appointment of Mr. Anderson to the Railroad Committee.

6. Consideration of a Proclamation – Constitution Week September 17-24 – Sponsor Mayor Beebe

Mayor Beebe explained that this is a proclamation we have done every year and feels very passionate about it.

Councilor Smith made a motion to approve the Constitution Week September 17-24 Proclamation. Motion seconded. No discussion on motion. All in favor, motion carried.

7. Consideration of a Proclamation – Vietnamese Heritage & Freedom Flag – Sponsors Mayor Beebe/ Councilor Sumner

Mayor Beebe talked about the American Vietnamese history and about one of his closest friends that was part of that relocation in 1975. Mayor Beebe went to school with 3 of the 5 children of the family and they have been productive citizens since they arrived.

Councilor Sumner talked about the information he had discovered and listed all of the cities that have passed this proclamation including the state when Governor Kulongoski was in office. Councilor Sumner feels this is very deserving.

Councilor Howard made a motion to approve the Vietnamese Heritage & Freedom Flag Proclamation. Motion seconded. No discussion on motion. All in favor, motion carried.

Staff Reports and Requests:

8. City Manager’s Report– Steve Forrester

Steve Forrester, City Manager presented his report highlighting recent activities in all departments.

There were questions regarding ingress & egress on the mobile home development.

There were no other questions.

9. Legislative Update – Caroline Ervin

Caroline Ervin, Capital Projects Manager went through a power point presentation that highlighted the 2023 legislation on enterprise zone exemption and strategic investment program as well as bills that we were successful in and not successful in.

There were no questions.

Councilor Smith thanked Mrs. Ervin for representing the city and giving us a report.

Committee Reports

There were no reports.

Ordinances:

10. Ordinance No. 1287 – Zayo Franchise Extension– (SECOND PRESENTATION) – Jered Reid

Jered Reid, City Attorney explained the passing date was changed from July to August and this will extend the franchise for an additional five years. There are no other changes

There were no questions.

Councilor Hutchison made a motion to approve Ordinance No. 1287 for its second presentation. Motion seconded. No discussion on motion. All in favor, motion carried.

Resolutions

11. Resolution No. 1573 – Authorizing Development Agreement Between City and Apple Inc. – Jered Reid

Removed from agenda to a later date.

Visitors, Appearances and Requests:

No one came forward.

Mr. Reid read the Executive Session Script into the record Pursuant to ORS 192.660 (2)(i) & 192.660 (8) – Evaluation Performance of an Officer, Employee or Staff Member at 7:15 P.M.

Meeting reconvened to open session at 8:04 P.M.

Councilor Hutchison made a motion to buy out 192 hours of Steve Forrester’s vacation time. Motion seconded. Mr. Reid, City Attorney confirmed that was the proper way to make the motion. Discussion regarding the hourly rate. No further discussion. All in favor, motion carried.

Councilor Smith made a motion to authorize the city to fully vest the City Manager in his accrued sick leave. Motion seconded. Discussion clarifying that fully vested meaning 100%. No further discussion. All in favor, motion carried.

Adjourn

Councilor Uffelman made a motion to adjourn the meeting. Motion seconded. No discussion on motion. All in favor, motion carried.

Meeting adjourned at 8:07 P.M.

Motions and Outcomes:

Motion:	Outcome	Beebe	Howard	Hutchison	Merritt	Smith	Sumner	Uffelman
Consent Agenda	PASSED	Y	Y	-	-	Y	Y	Y
Motion to approve a \$5,000 contribution to NeighborImpact.	PASSED	Y	Y	Y	-	Y	Y	Y
Consideration of a Proclamation – Constitution Week September 17-24	PASSED	Y	Y	Y	-	Y	Y	Y
Consideration of a Proclamation – Vietnamese Heritage & Freedom Flag	PASSED	Y	Y	Y	-	Y	Y	Y
Ordinance No. 1287 – Zayo Franchise Extension– (SECOND PRESENTATION)	PASSED	Y	Y	Y	-	Y	Y	Y
Resolution No. 1573 – Authorizing Development Agreement Between City and Apple Inc.	POSTPONED	-	-	-	-	-	-	-
Motion to buy out 192 hours of Steve Forrester’s vacation time	PASSED	Y	Y	Y	-	Y	Y	Y
Motion to authorize the city to fully vest the City Manager in his accrued sick leave	PASSED	Y	Y	Y	-	Y	Y	Y
Adjourn Meeting	PASSED	Y	Y	Y	-	Y	Y	Y

Public Records Disclosure

Under the Oregon public records law, all meeting information, agenda packets, ordinances, resolutions, audio and meeting briefs are available at the following URL:
<https://www.cityofprineville.com/meetings> .

Annual Liquor License Renewals

Bi-Mart

Main Market

Prineville Produce

Eagle's Lodge #2555

Elk's Lodge

Club Pioneer

Dillon's Grill

American Legion Post

Prineville Market

Creekside Beer Garden

Prineville Quick Stop

Barney Prine's

Mi Tiendita Mini Restaurant

7-Eleven

Main Station Express

Good Bike Company

Debbie Sue's Café

Ray's Food Place



OREGON LIQUOR & CANNABIS COMMISSION BUSINESS INFORMATION

Please Print or Type

Applicant Name: Abby's LLC Phone: 541-689-0019

Trade Name (dba): Abby's Legendary Pizza

Business Location Address: 1485 NE 3rd St

City: Prineville ZIP Code: 97754

DAYS AND HOURS OF OPERATION

Business Hours:

Sunday 11am to 10pm
Monday 11am to 10pm
Tuesday 11am to 10pm
Wednesday 11am to 10pm
Thursday 11am to 10pm
Friday 11am to 11pm
Saturday 11am to 11pm

Outdoor Area Hours:

Sunday _____ to _____
Monday _____ to _____
Tuesday _____ to _____
Wednesday _____ to _____
Thursday _____ to _____
Friday _____ to _____
Saturday _____ to _____

The outdoor area is used for:

Food service Hours: _____ to _____
 Alcohol service Hours: _____ to _____
 Enclosed, how _____
The exterior area is adequately viewed and/or supervised by Service Permittees.

(Investigator's Initials)

Seasonal Variations: Yes No If yes, explain: 1 hour later closing during summer hours

ENTERTAINMENT

Check ALL that apply:

- Live Music
- Recorded Music
- DJ Music
- Dancing Nude Dancing
- Live Entertainment
- Minor Entertainers
- Karaoke
- Coin-operated Games
- Video Lottery Machines
- Social Gaming
- Pool Tables
- Other: _____

*Minor Entertainers in an area prohibited to minors need prior approval from the OLCC

DAYS & HOURS OF LIVE OR DJ MUSIC

Sunday _____ to _____
Monday _____ to _____
Tuesday _____ to _____
Wednesday _____ to _____
Thursday _____ to _____
Friday _____ to _____
Saturday _____ to _____

SEATING COUNT

Restaurant: 96 Outdoor: _____ Lounge: _____
Banquet: _____ Other (explain): _____ Total Seating: _____

OLCC USE ONLY
Investigator Verified Seating: ____ (Y) ____ (N)
Investigator Initials: _____
Date: _____

I understand if my answers are not true and complete, the OLCC may deny my license application.

Applicant Signature: [Signature] Date: 8-11-2023

LIQUOR LICENSE APPLICATION

Page 1 of 4

Check the appropriate license request option:

[New Outlet](#) | [Change of Ownership](#) | [Greater Privilege](#) | [Additional Privilege](#)

Select the license type you are applying for.

More information about all license types is available [online](#).

Full On-Premises

- Commercial
- Caterer
- Public Passenger Carrier
- Other Public Location
- For Profit Private Club
- Nonprofit Private Club

Winery

- Primary location
- Additional locations: 2nd 3rd 4th 5th

Brewery

- Primary location
- Additional locations: 2nd 3rd

Brewery-Public House

- Primary location
- Additional locations: 2nd 3rd

Grower Sales Privilege

- Primary location
- Additional locations: 2nd 3rd

Distillery

- Primary location
- Additional tasting locations: 2nd 3rd 4th 5th 6th

Limited On-Premises

- Off Premises
- Warehouse
- Wholesale Malt Beverage and Wine

LOCAL GOVERNMENT USE ONLY

LOCAL GOVERNMENT:

After providing your recommendation, return this application to the applicant WITH the recommendation marked below

City/County name:

(Please specify city or county)

Date application received:

Optional: Date Stamp Received Below

8-11-2023

- Recommend this license be granted
- Recommend this license be denied

Printed Name

Date

Abby's Legendary Pizza

Trade Name

LIQUOR LICENSE APPLICATION

Page 2 of 4

APPLICANT INFORMATION	
Identify the applicants applying for the license. This is the entity (example: corporation or LLC) or individual(s) applying for the license. Please add an additional page if more space is needed.	
Name of entity or individual applicant #1: Abby's LLC	Name of entity or individual applicant #2:
Name of entity or individual applicant #3:	Name of entity or individual applicant #4:

BUSINESS INFORMATION		
Trade Name of the Business (name customers will see): Abby's Legendary Pizza		
Premises street address (The physical location of the business and where the liquor license will be posted): 1485 NE 3rd St		
City: Prineville	Zip Code: 97754	County: Crook
Business phone number: 541-689-0019	Business email: paul@abbys.com	
Business mailing address (where we will send any items by mail as described in OAR 845-004-0065[1]): 2722 NE Stephens St		
City: Roseburg	State: Oregon	Zip Code: 97470
Does the business address currently have an OLCC liquor license? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Does the business address currently have an OLCC marijuana license? <input type="checkbox"/> Yes <input type="checkbox"/> No	

AUTHORIZED REPRESENTATIVE – A liquor applicant or licensee may give a representative authorization to make changes to the license or application on behalf of the licensee or to receive information about a license or application.		
I give permission for the below named representative to:		
<input type="checkbox"/> Make changes regarding this license/application on my behalf.		
<input type="checkbox"/> Sign application forms regarding this license/application on my behalf.		
<input type="checkbox"/> Receive information about the status of this application, including information about pending compliance action or communications between OLCC and the licensee/applicant.		
Representative Name:		
Phone number:	Email:	
Mailing address:		
City:	State:	Zip Code:

LIQUOR LICENSE APPLICATION

Page 3 of 4

APPLICATION CONTACT INFORMATION – Provide the point of contact for this application. If this individual is not an applicant or licensee, the Authorized Representative section must be filled in and the appropriate permission(s) must be selected.

Application Contact Name:

Paul Harmon

Phone number:

[REDACTED]

Email:

paul@abbys.com

TERMS

- “Real property” means the real estate (land) and generally whatever is erected or affixed to the land (for example, the building) at the business address.
- “Common area” is a privately owned area where two or more parties (property tenants) have permission to use the area in common. Examples include the walking areas between stores at a shopping center, lobbies, hallways, patios, parking lots, etc. An area’s designation as a “common area” is typically identified in the lease or rental agreement.

ATTESTATION – OWNERSHIP AND CONTROL OF THE BUSINESS AND PREMISES

- Each applicant listed in the “Application Information” section of this form has read and understands [OAR 845-005-0311](#) and attests that:
 1. At least one applicant listed in the “Application Information” section of this form has the legal right to occupy and control the real property proposed to be licensed as shown by a property deed, lease, rental agreement, or similar document.
 2. No person not listed as an applicant in the “Application Information” section of this form has an ownership interest in the business proposed to be licensed, unless the person qualifies to have that ownership interest waived under OAR 845-005-0311.
 3. The licensed premises at the premises street address proposed to be licensed either:
 - a. Does not include any common areas; or
 - b. Does include one or more common areas; however, only the applicant(s) have the exclusive right to engage in alcohol sales and service in the area to be included as part of the licensed premises.
 - In this circumstance, the applicant(s) acknowledges responsibility for ensuring compliance with liquor laws within and in the immediate vicinity of the licensed premises, including in portions of the premises that are situated in “common areas” and that this requirement applies at all times, even when the business is closed.
 4. The licensed premises at the premises street address either:
 - a. Has no area on property controlled by a public entity (like a city, county, or state); or
 - b. Has one or more areas on property controlled by a public entity (like a city, county, or state) and the public entity has given at least one of the applicant(s) permission to exercise the privileges of the license in the area.

LIQUOR LICENSE APPLICATION

Abby's Legendary Pizza

Page 4 of 4

- Each applicant listed in the "Application Information" section of this form has read and understands [OAR 845-006-0362](#) and attests that:
 1. Upon licensure, each licensee is responsible for the conduct of others on the licensed premises, including in outdoor areas.
 2. The licensed premises will be controlled to promote public safety and prevent problems and violations, with particular emphasis on preventing minors from obtaining or consuming alcoholic beverages, preventing over-service of alcoholic beverages, preventing open containers of alcoholic beverages from leaving the licensed premises unless allowed by OLCC rules, and preventing noisy, disorderly, and unlawful activity on the licensed premises.

I attest that all answers on all forms and documents, and all information provided to the OLCC as a part of this application, are true and complete.

<u>Paul Hammer</u>	<u></u>	<u>8-11-2023</u>	<u></u>
Print name	Signature	Date	Atty. Bar Info (if applicable)

<u></u>	<u></u>	<u></u>	<u></u>
Print name	Signature	Date	Atty. Bar Info (if applicable)

<u></u>	<u></u>	<u></u>	<u></u>
Print name	Signature	Date	Atty. Bar Info (if applicable)

<u></u>	<u></u>	<u></u>	<u></u>
Print name	Signature	Date	Atty. Bar Info (if applicable)



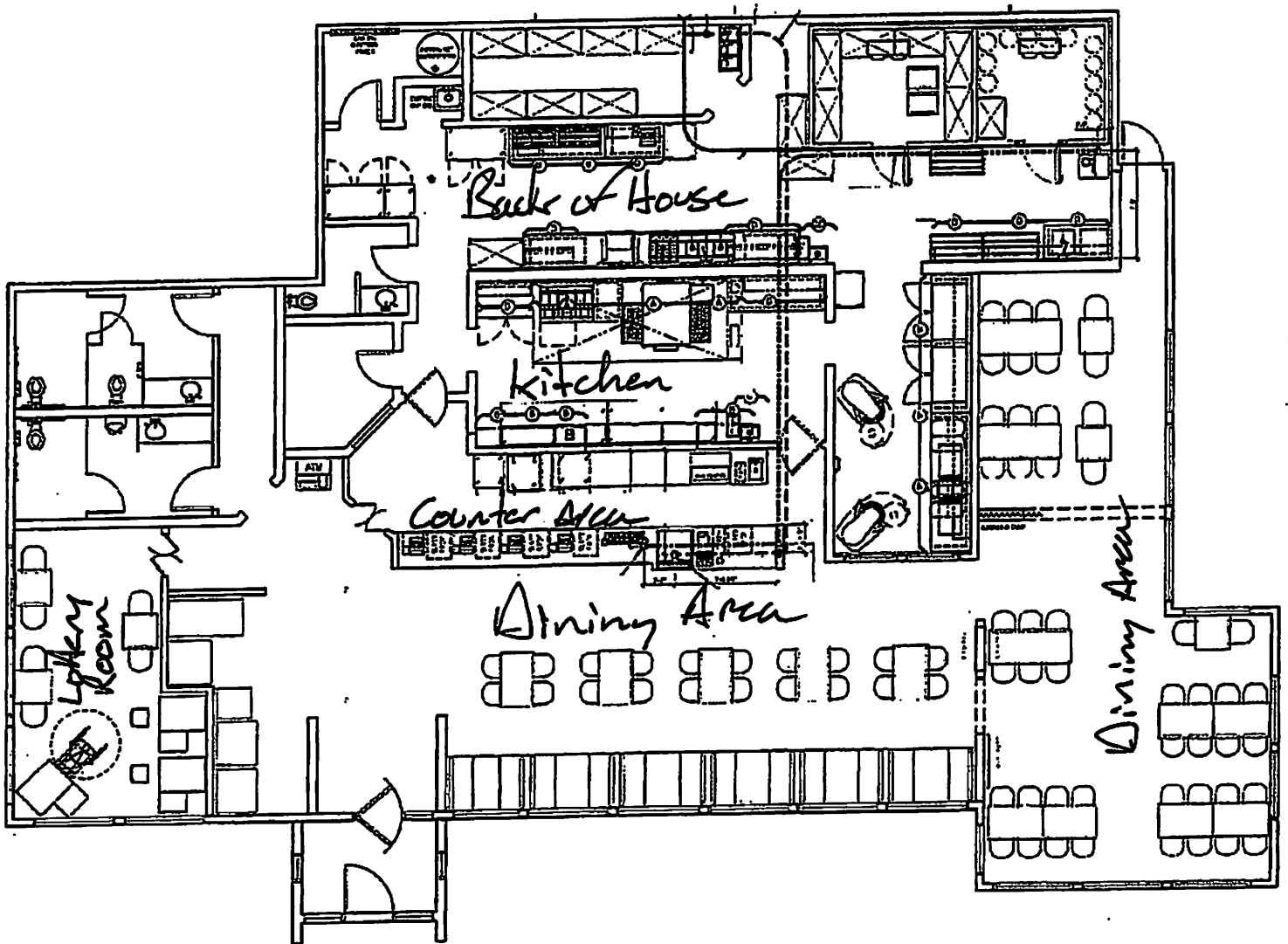
OREGON LIQUOR & CANNABIS COMMISSION

FLOOR PLAN FORM

Your floor plan must be submitted on this form

Abday's Inc
Applicant Name

Abday's Legendary Pizza
Trade Name (dba)



.....OLCC USE ONLY.....
MINOR POSTING ASSIGNMENT(S)

Date: _____ Initials: _____

PROCLAMATION

Whereas: Vietnamese refugees have proudly resided in the State of Oregon communities since the conclusion of the Vietnam War.

Whereas: Vietnamese Americans have put forth their full toiling energy building the cities of Oregon in a multitude of prominent areas including industry, economy, culture, education and military service.

Whereas: Vietnamese Americans have counted on the State of Oregon, USA as being their second heart, mind and family homeland.

Whereas: the Vietnamese American community continues to flourish and embrace the American spirit of freedom, and it is proper that the tangible symbol of that spirit, the "Vietnamese Heritage and Freedom Flag" be displayed in pride to recognize and honor the Vietnamese American community.

Whereas: A large number of Oregon's Vietnamese Americans respectfully embraces the yellow and three red striped Heritage and Freedom flag as a symbol of Vietnamese American community.

Whereas: It is the will and desire from the Vietnamese Community of Oregon and its community members, that the Vietnamese American Heritage and Freedom Flag be recognized as the official flag of their organization in the City of Prineville.

Now,

Therefore, I Jason R. Beebe the Mayor of the City of Prineville, do hereby recognize the Vietnamese American Heritage and Freedom Flag as the official flag of Vietnamese Americans in the City of Prineville.

We invite all to join in the reverent recognition of this cultural Vietnamese Heritage and Freedom Flag.

Dated this _____ day of August, 2023



Jason R. Beebe, Mayor



STAFF REPORT

MEETING DATE: 8/22/2023 **PREPARED BY:** Mike Kasberger
SECTION: Council Business **DEPARTMENT:** Public Works
CITY GOAL: Quality Municipal Services & Programs
SUBJECT: Intent to Award Fairmont Area Waterline Project

REASON FOR CONSIDERATION:

The replacement of 1600 lf of 8" waterline.

BACKGROUND:

The City of Prineville received proposals August 15, 2023 for the Fairmont Area Waterline Improvements. The improvements consist of replacing 1600 lineal feet of waterlines, new fire hydrants and re-connecting 25 existing services allowing more flexibility with operations and maintenance in the future.

We had three responsive bidders on the project.

SMAF Construction LLC.	\$475,436.50
S&L Construction	\$554,429.00
Taylor NW	\$578,138.00

FISCAL IMPACT: See below

RECOMMENDATION:

After reviewing the bid documents and bid bonds, staff recommends Council approve the Intent to Award for the Fairmont Area Waterline Improvements Project to SMAF Construction LLC. in the amount of **\$475,436.50**

City Manager Update to Council

August 22, 2023

Public Safety / Dispatch

Please welcome Jeremy Richmond to the PD team. As a lateral Jeremy will be out on the road training by the time of this report. Dispatch is down a couple of positions. The Police Department recently had their annual picnic and received a lot of donations from the community for the event. Other items were auctioned off and they were able to raise funds for a donation to the Oregon Fallen Badge Foundation.

Public Works

The ASR facility is working very well. Staff is really happy with the performance of the water system especially with these warmer temperatures.

Paving projects are underway in the northeast section of the city and occasional delays and road closures can be expected.

The solar plant has been up and running since January of this year. In August, it produced 280200 kwh. This is enough power to serve over 300 homes for a month. The plant is operating as expected and we have banked 198,716 kwh of over production so far this summer which will be used this winter to offset demand as production from the solar field drops. We have saved approximately \$70,000 so far this year and are on track to save the expected \$100,000 this year. Savings will increase each year as electric rates continue to increase.

The solar field feeds 10 meters that serve the lab & office, Plant 1 & 2 blower buildings, the headworks and AIPUE booster pump station. They also serve the kidney pond irrigation pumps, golf course pumps, chlorine building 1, fresh water high pressure pump station and river pump station.

Rail Road

The railroad is starting to slow a bit, however has 46 tons of asphalt in storage for the remainder of the season. Due to higher temperatures, the railroad has been running loads in the morning to ease wear on the tracks.

Meadow Lakes Golf

Meadow Lakes had their 30th Anniversary celebration which was a success. Dave Holmen from Meadow Lakes was presented with a framed appreciation certificate for just over 30 years of service during the celebration. Thank you Dave! August is still strong despite a little slow down due to smoke & heat. Staff met regarding the parking lot project and is gathering some data on different design options and costs to move forward with the project.

Airport

The airport is still busy and continues working on a fixed base operator FBO contract. Another new hanger is being built. The county has sent out hangar compliance letters to lease holders to be sure that hangars are being used only for aviation purposes. There are a couple of businesses that are being recruited for location at the airport.

Planning

DR Horton has submitted 14 house plans to finish up their subdivision. Master Plans are nearing completion and will be coming to Council soon for adoption. Other development mentioned previously continues to move forward. The ground is being prepared for the development of Auto Zone by Wilco & Walgreens.

Human Resources

Staff will be having their annual Diversity, Equity & Inclusion training in September.

Information Technology

Unfortunately the candidate IT offered the position to is unable to relocate here and the position remains open and will begin the recruitment process again. The new 911 phone system is going good and hope to have completed in the near future.

Finance

Finance and others are in the middle of a USDA compliance audit and is going good.

City Recorder/Risk Management –No Update

City Legal – No Update

EDCO

Still busy working on active inquiries.

Public Relations

The summer newsletter has been released and published. We will report back on engagement with the newsletter.

Mayor/Council – Nothing to report.

Other

The Governor is visiting Prineville this week and you should have received information on this by now.



STAFF REPORT

MEETING DATE:	8/22/2023	PREPARED BY:	Joshua Smith
SECTION:	Staff Reports	DEPARTMENT:	Planning
CITY GOAL(S):	Position the City for the Future		
SUBJECT:	Floodplain Feasibility Study		

REASON FOR CONSIDERATION: Council directed staff to proceed with a scope of work to study potential options for reducing flood risk within the community.

BACKGROUND: Anderson Perry Engineering was chosen for this scope of work due to their involvement with the City on the Elm Street bridge project. As part of this project Anderson Perry ran several modeling scenarios and proposed potential mitigation to reduce the floodplain north of Ochoco Creek Park. With this experience they were a natural fit for this project.

FISCAL IMPACT: The estimate for the scope of work is \$50,000. This amount will not be exceeded without notification and approval by the City. It is my understanding that Council authorized \$100,000 for the project and the City Manager may authorized up to that amount without additional Council approval.

RECOMMENDATION: Staff recommends the City move forward with this scope of work and any specific additions the Council may have.

RELATED DOCUMENT(S): Scope of Work – “Floodplain Feasibility Study”

SCOPE OF WORK
CITY OF PRINEVILLE, OREGON - FLOODPLAIN FEASIBILITY STUDY
August 16, 2023

PROJECT UNDERSTANDING

This Scope of Work (SOW) describes the work that will be performed by Anderson Perry & Associates, Inc. (Engineer) for preparing and delivering a Floodplain Feasibility Study (Study) to the City of Prineville, Oregon (Owner). The purpose of the Study is to provide the Owner with a preliminary evaluation of the current floodplain areas as designated by the Federal Emergency Management Agency (FEMA), a general overview of potential mitigation strategies for reclaiming lands designated as floodplains, and potential project opportunities resulting in reclamation of designated floodplain areas to assist the Owner with future allocation of resources for beneficial project use. The Study is intended to be general in nature and assist the Owner with identifying more specific opportunities for future efforts.

Existing floodplain maps (dated February 2, 2012) provided by FEMA and existing geographic information systems (GIS) data will be utilized for the purposes of this Study. Additional light detection and ranging, survey, and other related activities are outside this SOW.

FLOODPLAIN FEASIBILITY STUDY

The Engineer shall review existing information related to the FEMA-designated floodplain areas within the Prineville city limits. Information to be reviewed includes, but is not limited to:

- Available information for bridges and other structures that cross or otherwise impact Ochoco Creek
- Streamflow information
- Available operational information from Ochoco and Bowman Dams
- Flood history
- Existing floodplain maps
- Zoning maps
- Comprehensive Plans
- History of improvements affecting floodplains or other impacts to natural streamflow

Additional areas of Ochoco Creek and the Crooked River, both upstream and downstream of the current floodplain areas, will be reviewed to assess impacts to the floodplain areas within the Prineville city limits as well as potential improvements to reduce floodplain areas.

Sources of available information may include FEMA, the Oregon Department of Transportation, Bureau of Reclamation, Oregon Department of Land Conservation and Development, Ochoco Irrigation District, Juniper Canyon Water Control District, Crook County, and the Owner.

The Study will be presented in four parts as identified in this SOW and as outlined below.

1. An explanation of the existing system used to evaluate and designate the floodplain areas will be provided. This will also include information about the quality, date collected, and mapping process for the data used to designate the floodplain areas. A brief discussion regarding the challenges of the 1D mapping process and its use for floodplain designation will also be included. Other information will include a general discussion of existing bridges and other structures and how they may impact the floodplain areas.
2. A general analysis of the actual risk to property will be conducted using existing GIS mapping of properties, tax lot information, and assessed property value. A limited review of the cost of floodplain insurance and its impact on the affected properties, based on data provided by Oregon Department of Emergency Management, as well as the added cost of building within the areas designated as floodplains will also be included. Lastly, a high-level review of the cumulative risk of continuing to build in floodplain designated areas will be provided.
3. A review of options for reducing flood risk to the community will be provided. This review will be general in nature and will assess opportunities to reduce flood impacts, floodplain designated areas, and risk to the community. These options are anticipated to include:
 - Re-mapping and project modeling using improved processes such as 2D mapping
 - Owner acquisition of properties within the floodplain designated areas
 - Conservation easements
 - Redirecting of floodwaters during high flow events
 - Dredging
 - Dam operations (Ochoco and Bowman Dams' operating procedures)
 - Building upgrades
4. A preliminary analysis of the cost and feasibility of the options identified will be provided, including permit requirements, federal and state agency coordination, preliminary cost estimates, risks, and potential benefits.

Assumptions

1. No survey data will be collected.
2. Hydrologic Engineering Center's River Analysis System modeling will not be completed.
3. The Engineer assumes one round of minor comments on the draft Study, and the comments will be incorporated into the final Study.

Deliverables

1. **Draft Study.** An electronic file of the draft Study shall be provided to the Owner by the Engineer for review no later than May 1, 2024.
2. **Final Study.** The Engineer shall address any Owner comments on the draft Study and provide a final Study to the Owner no later than June 30, 2024.

FEE ESTIMATE

The Owner shall compensate the Engineer for preparation of the Study on a time and materials basis, plus direct reimbursable expenses, in accordance with the attached Hourly Fee Schedule. Invoices shall be provided monthly based on time and materials used for the efforts outlined previously.

The estimated budget for preparing and delivering the Study is \$50,000. This amount shall not be exceeded without notification to and approval from the Owner.

RESPONSIBILITIES OF THE OWNER

- Provide available information as requested by the Engineer.
- Review the draft Study and provide comments to the Engineer.

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*City of Prineville, Oregon
Financial Report
Fourth Quarter Ended
June 30, 2023*



Executive Summary

The City of Prineville moved to a biennial budget in FY 20 resulting in some changes being made to the presentation of the quarterly financial report. The report includes a city-wide summary of beginning fund balances, current period resources and expenditures, and the ending fund balances for all funds. Included in the fund summaries, starting on page six, are comparisons of actual to budgeted amounts, and narrative explaining results and highlights for the quarter. The biennial budget comparison to actual is highlighted in blue in each of the funds. Annual budget estimates for FY 23 reflect the estimated budgeted amount left after taking out FY 22 amounts. The quarter budget estimates have been allocated proportionally of the fiscal year budget (25 percent). The financial information presented is unaudited.

Current Quarter Quarter budget estimates allocated at 25 percent of the fiscal year budget compared to actual			Year to Date Fiscal year 2023 remaining biennial budget after fiscal year 2022 amounts have been taken out compared to actual				Biennial budget comparison to actual		
Current Quarter			Year to Date				Biennial Budget Comparison		
Quarter Budget Est.	Actual	Quarter Budget %	Annual Budget Est.	Actual	Annual Est. Budget %	Annual Est. Budget Balance	Biennial Budget	Biennial Budget %	Biennial Budget Remaining Balance

Through the fourth quarter ending June 30, 2023, the City’s financial condition increased by approximately \$9.8 million. Audit adjustments are still in the process of being made at the time of this presentation but changes are anticipated to be immaterial. Funds with significant decreases in fund balance include Water SDC Fund, Water Fund, the Building Facilities Fund and the Administration Fund. Funds with a significant increased to fund balance include the General Fund, Emergency Dispatch, the Transportation SDC Fund, the Golf Course Fund and Airport. Grant revenue, property tax collections and increased activity in the Enterprise Funds are the largest contributors to the increase in the City’s financial condition through the fourth quarter.

General Fund revenues came in at roughly 128 percent of the annual budget or \$10.7 million. Property tax revenue is at 106 percent of the annual budget and is up over the prior year approximately \$191,000. Transient lodging taxes are down roughly \$20,000 in comparison to the prior year. Franchise fees are at roughly 116 percent of the annual budget with collection up approximately \$804,000 in comparison to the prior year. Electrical franchise fees are up in comparison to the prior year roughly \$844,000 due to two data center buildings coming on line last summer.

The Transportation’s fund balance increased roughly 154,000 or 27 percent through yearend. This is anticipated with the collection of grant funding for projects that will be completed in the following year. State gas tax collection came in at roughly \$878,000 and is up approximately \$16,000 over the prior year. Capital improvements during the fourth quarter are largely associated with the transit grant, EV charging station and sidewalk project.

In Emergency Dispatch, fund balance increased approximately \$679,000 or 94 percent at yearend. Dispatch continued to be short staffed through the fourth quarter with four open positions looking to be filled. Personnel services are at 61 percent of the annual budget. Revenue

June 30, 2023

collection through the fourth quarter was at roughly 94 percent of the annual budget and was largely associated with user fees.

In the SDC funds, ending fund balance decreased in both the Water SDC and Wastewater SDC Funds. Both the Water and Wastewater master plans continued through the fourth quarter. In Transportation SDC the fund balance increased roughly \$9.8 million with the County turning over the \$9.4 million for the Peters Road / Combs Flat extension project and the \$500,000 for the Peters and Main intersection safety improvement project, both allocated from HB 5006 during the second quarter. SDC collection during the fourth quarter was associated with roughly 17 housing starts.

In the Railroad Fund, operational revenue comparisons to the prior year show revenues are up roughly 3 percent with increases in freight revenue in the fourth quarter. Overall operating expenditures are up in comparison to the prior year approximately 17 percent with increases in personnel, property insurance, track supplies, signal and track maintenance, and the repairing of one of the garage doors at the freight depot. Fund balance increased roughly \$76,000 or 6 percent at yearend.

In the Airport Fund, fund balance increased approximately \$128,000 through the fourth quarter. Operating revenues are down 5 percent with operating expenses down 8 percent in comparison to the prior year. Fuel sales are down in comparison to the prior year by roughly 8 percent with flight training that took place in the prior year during the fourth quarter. Fuel inventory at quarter end totaled approximately \$63,000. Overall use of the airport has increased over the last year with the increased activity largely being associated with flight training. Hangar occupancy remains at 100 percent full and ramp occupancy continues to be at roughly at 20- 30 percent depending on weather.

Meadow Lakes Golf shows an increase in fund balance at yearend of approximately \$347,000 or 46 percent. Operating revenue for the golf course is up in comparison to the prior year \$89,000. Rounds of golf are down in comparison to the prior year with the golf course closed 48 days during the year due to weather. Golf course operating expenditures are down approximately 5 percent and maintenance expenditures are up roughly 5 percent over the prior year. The maintenance increase can largely be attributed to personnel costs, gas increases and needed golf course maintenance.

Through the fourth quarter, the Building Facilities Fund balance decreased approximately \$360,000 or -2 percent. All departments are at or below budget at yearend. Capital outlay totaling roughly \$220,000 in the building facilities fund was all in the Barnes Butte Department and was associated with trail paving that was partially grant funded. Debt service payments for the City Hall Department and Police Facility were made during the fourth quarter totaling \$100,000 and \$346,000 respectively.

Other funds are as anticipated at quarter end. A more detailed summary is presented with in this report for each fund to provide an explanation of financial performance and operating issues. We appreciate comments on how we may be able to improve this report to enhance your understanding of the City's finances.

June 30, 2023

Sincerely,

Steve Forrester
City Manager

Lori Hooper,
Finance Director

All City Funds

Fund	Budgeted Beginning Fund Balance	Actual Audited Beginning Fund Balance	Current Year Resources	Current Year Expenditures	Ending Fund Balance	Change in Fund Balance	Percentage Change in Fund Balance
General	\$ 2,457,879	\$ 2,421,184	\$10,700,043	\$ 9,743,143	\$ 3,378,084	\$ 956,900	40%
Transportation	293,392	562,528	2,105,846	1,951,517	716,857	154,329	27%
Emergency Dispatch	318,126	722,240	2,139,735	1,461,085	1,400,890	678,650	94%
Planning	95,920	194,341	455,844	403,072	247,113	52,772	27%
Transportation SDC	477,045	1,315,972	10,940,208	1,119,754	11,136,427	9,820,455	746%
Water SDC	723,459	251,333	353,006	1,517,953	(913,614)	(1,164,947)	-464%
Wastewater SDC	157,060	218,410	238,682	279,349	177,743	(40,667)	-19%
PERS / POB	1,567,918	1,575,757	568,801	703,417	1,441,141	(134,616)	-9%
Railroad	1,217,660	1,225,724	976,395	900,293	1,301,825	76,101	6%
Airport	33,936	70,551	1,145,500	1,017,317	198,734	128,183	182%
Water	994,618	2,006,747	3,482,020	3,882,157	1,606,609	(400,138)	-20%
Wastewater	2,072,424	2,401,067	4,354,971	4,699,203	2,056,835	(344,232)	-14%
Golf Course and Restaurant	561,625	754,036	1,826,182	1,478,689	1,101,529	347,493	46%
Administration and Financial Services	534,849	536,969	3,159,591	3,325,605	370,955	(166,014)	-31%
Building Facilities	577,928	1,026,217	1,281,286	1,641,456	666,047	(360,170)	-35%
Plaza Maintenance	14,602	32,563	18,322	11,532	39,353	6,790	21%
Public Works Support Services	370,738	554,962	2,367,652	2,141,094	781,520	226,558	41%
Totals	\$ 12,469,179	\$ 15,870,601	\$46,114,083	\$ 36,276,636	\$ 25,708,048	\$ 9,837,447	62%



Photo Credit: Kelsey Rickart of Rickart Photography

The Crooked River Roundup kick off with the annual cattle drive in June of 2023.

General Fund

The General Fund accounts for the City’s police and non-departmental operations and activities. The primary sources of revenue include property taxes, transient lodging taxes, franchise fees, and intergovernmental revenue.

Overall revenue collection at yearend is approximately \$10.7 million or 128 percent of the annual budget. Property tax revenue is roughly 106 percent of the annual budget and up roughly \$191,000 over the prior year. Transient lodging taxes are down approximately \$20,000 in comparison to the prior year. Franchise fees are at roughly 116 percent of the annual budget with overall collection up approximately \$804,000 over prior year. Electrical franchise fees are up in comparison to the prior year roughly \$844,000 with two data center buildings coming online last summer.

Police spending through the fourth quarter was at approximately 92 percent of the annual budget. Personnel services are at roughly 100 percent of the annual budget with overtime at roughly 128 percent of budget. The Police Department, promoted Officer Daniel Pelayo to Police Sergeant and swore in two new officers during the fourth quarter.

Non-Departmental is at roughly 99 percent of the annual budget. Significant expenditures in Non- Departmental included \$880,000 for the Prineville Renewable Energy Project (PREP), \$175,000 for the CDBG – housing rehab program and \$187,000 in transient lodging taxes to the chamber of commerce.



Officer Memorial Day in May 2023

General Fund – Continued

Overall, the General Fund realized an increase in fund balance of roughly \$957,000 or 40 percent through FY 23. The beginning fund balance for FY 24 is estimated to be approximately \$3.4 million.

Revenue	Current Quarter			Year to Date				Biennial Budget	Biennial Actual to Date	Biennial Budget %	Biennial Budget Remaining Balance
	Quarter Budget Est.	Quarter Actual	Quarter Budget %	Annual Budget Est.	Annual Actual	Annual Budget %	Annual Balance				
Property taxes	\$ 649,250	\$ 87,365	13%	\$ 2,597,000	\$ 2,754,518	106%	\$ (157,518)	\$ 5,160,000	\$ 5,317,537	103%	\$ (157,537)
Transient lodging tax	68,850	122,776	178%	275,400	501,326	182%	(225,926)	796,900	1,022,777	128%	(225,877)
Franchise fees	1,001,925	1,687,106	168%	4,007,700	4,630,706	116%	(623,006)	7,834,400	8,457,413	108%	(623,013)
Licenses and permits	2,475	1,379	56%	9,900	5,783	58%	4,117	15,900	11,763	74%	4,137
Intergovernmental revenues	205,300	116,149	57%	821,200	1,805,321	220%	(984,121)	2,510,100	3,666,205	146%	(1,156,105)
Charges for services	55,400	-	-	221,600	-	-	221,600	400,000	178,366	45%	221,634
Interest	1,750	28,792	1645%	7,000	84,043	1201%	(77,043)	20,000	97,157	486%	(77,157)
Miscellaneous	65,125	29,113	45%	260,500	424,588	163%	(164,088)	706,000	870,153	123%	(164,153)
Transfers	37,500	380,000	1013%	150,000	493,757	329%	(343,757)	280,000	623,757	223%	(213,757)
Total revenue	\$ 2,087,575	\$ 2,452,680	117%	\$ 8,350,300	\$ 10,700,043	128%	\$ (2,349,743)	\$ 17,723,300	\$ 20,245,128	114%	\$ (2,391,828)
Expenditures											
Police	\$ 1,948,250	1,692,908	87%	\$ 7,793,000	\$ 7,148,750	92%	644,250	\$ 13,598,400	\$ 12,953,827	95%	\$ 644,573
Non-departmental	654,925	888,830	136%	2,619,700	2,594,393	99%	25,307	6,490,000	6,464,688	100%	25,312
Contingency				395,479				395,479			
Total expenditures	\$ 2,603,175	\$ 2,581,738	99%	\$ 10,808,179	\$ 9,743,143	90%	\$ 669,557	\$ 20,483,879	\$ 19,418,515	95%	\$ 669,885
Revenue over (under) expenditures	(515,600)	(129,057)	-5%	(2,457,879)	956,900	40%	\$ (3,019,300)	(2,760,579)			
Beginning fund balance	2,457,879	2,421,184	99%	2,457,879	2,421,184	99%		2,760,579			
Ending fund balance	\$ 1,942,279	\$ 2,292,127	118%	\$ -	\$ 3,378,084	-		\$ -			

Notes: Supplemental budget done per resolution 1562 and prior budget adjustment done per resolution 1528



Two Officer and one Sergeant promotion swearing in ceremony in during the 4th quarter.

Transportation Fund

The Transportation Fund accounts for the operation and maintenance of the City’s streets, bike lanes, and sidewalk systems. Principal sources of revenue are state gas taxes allocated to cities, permits, and interest. Principal expenditures are for public works staff, patching, painting, slurry seals, signals, insurance and asphalt.

Revenue for the Transportation Fund through yearend is at approximately 107 percent of the annual budget. Intergovernmental revenue collection is at 101 percent of the annual budget with roughly \$878,000 coming in for gas taxes throughout the year. State gas tax collection is up approximately \$16,000 over the prior year. Fourth quarter collection of miscellaneous revenue is largely associated with a grant from the Chamber of Commerce for sidewalk improvements totaling \$55,000.

Expenditures through the fourth quarter are at approximately 86 percent of annual budget. Fourth quarter capital expenses were largely associated with the transit grant. Capital outlay expenses are roughly 88 percent of the annual budget with the timing of the sidewalk project and EV charging station project being expected to be completed in the first half of FY 24. Personnel services are at 92 percent of the annual budget with overtime at 14 percent.

Fund balance increased roughly \$154,000 through the fourth quarter largely due to the collection of grant funding for projects that will be completed in the following year. FY 24 beginning fund balance is estimated at \$717,000.

	Current Quarter			Year to Date				Biennial Budget	Biennial Budget to Date	Biennial Budget %	Biennial Budget Remaining Balance
	Budget Est.	Actual	Budget %	Budget Est.	Actual	Budget %	Annual Est. Annual Est.				
Revenue											
Franchise fees	\$ 92,250	\$ 88,250	96%	\$ 369,000	\$ 353,000	96%	\$ 16,000	\$ 709,000	\$ 693,000	98%	\$ 16,000
Intergovernmental	275,000	280,801	102%	1,100,000	1,112,613	101%	(12,613)	2,116,700	2,329,369	110%	(212,669)
Transfers	100,000	100,000	100%	400,000	400,000	100%	-	800,000	800,000	100%	-
Interest	1,750	8,062	461%	7,000	17,042	243%	(10,042)	2,000	20,278	1014%	(18,278)
Miscellaneous	22,100	61,336	278%	88,400	223,191	252%	(134,791)	93,000	252,330	271%	(159,330)
Total revenue	\$ 491,100	\$ 538,449	110%	\$ 1,964,400	\$ 2,105,846	107%	\$ (141,446)	\$ 3,720,700	\$ 4,094,978	110%	\$ (374,278)
Expenditures											
Personnel services	\$ 68,700	\$ 62,232	91%	\$ 274,800	\$ 253,332	92%	21,468	\$ 568,300	\$ 546,808	96%	\$ 21,492
Material and services	92,325	81,956	89%	369,300	294,234	80%	75,066	606,300	531,206	88%	75,094
Capital outlay											
Improvements	250,400	24,735	10%	1,001,600	877,951	88%	123,649	1,734,200	1,610,465	93%	123,735
Transfers	131,500	131,500	100%	526,000	526,000	100%	-	1,035,500	1,035,500	100%	-
Contingency				86,092				86,093			
Total expenditures	\$ 542,925	\$ 300,424	55%	\$ 2,257,792	1,951,517	86%	\$ 220,183	\$ 4,030,393	\$ 3,723,979	92%	\$ 220,321
Revenue over (under) expenditures	\$ (51,825)	\$ 238,025	42%	\$ (293,392)	\$ 154,329	27%	\$ (361,629)	\$ (309,693)			
Beginning fund balance	293,392	562,528	192%	293,392	562,528	192%		309,693			
Ending fund balance	\$ 241,567	\$ 800,553	331%	\$ -	\$ 716,857	-		\$ -			

Notes: Supplemental budget done per resolution 1562 and prior budget adjustment done per resolution 1546

Emergency Dispatch Fund

This fund accounts for the Emergency Dispatch operation. The operation provides dispatching and records management services for the public safety departments serving the Crook County area, with the exception of the State Police. The primary revenue sources are payments by users for services provided, including a transfer from the City’s Police Department in the General Fund. The operation is managed by the City’s Police Department.

Revenue collection for the Emergency Dispatch fund was approximately \$2.1 million or 94 percent of the annual budget. Intergovernmental revenue collection through yearend was at roughly \$1.4 million with E-911 funds down over the prior year at quarter end roughly \$7,000 with a decrease in Oregon Emergency Management funds for maintenance reimbursements.

Expenditures are at approximately \$1.5 million or 56 percent of the annual budget. Personnel services are 61 percent of the annual budget or approximately \$976,000 with overtime coming in at roughly 110 percent of the annual budget. Dispatch continued to be short staffed through the fourth quarter, with four open positions looking to be filled at the end of the fourth quarter.

Fund balance increased roughly \$679,000 or 94 percent through the fourth quarter. FY 24 beginning fund balance is estimated at \$1.4 million.

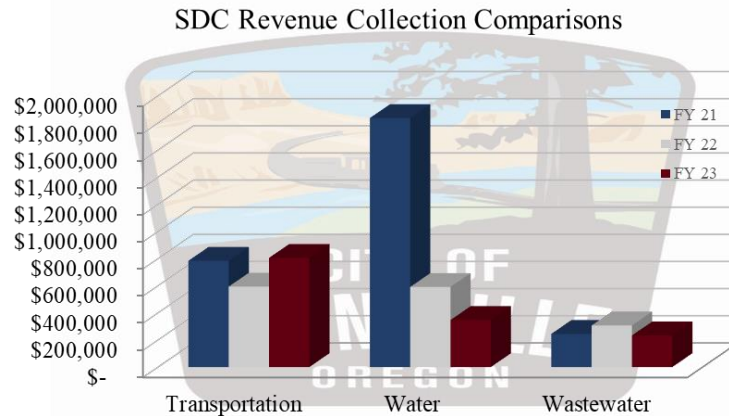
Revenue	Current Quarter			Year to Date				Biennial Budget	Biennial Budget to Date	Biennial Budget %	Biennial Budget Remaining Balance
	Quarter Budget Est.	Actual	Quarter Budget %	Annual Budget Est.	Actual	Annual Est. Budget %	Annual Est. Budget Balance				
Intergovernmental	\$ 378,625	\$ 425,516	112%	\$ 1,514,500	\$ 1,356,456	90%	\$ 158,044	\$ 2,033,500	\$ 2,299,340	113%	(265,840)
Miscellaneous	325	104	32%	1,300	104	8%	1,196	8,000	6,858	86%	1,142
Interest	1,925	10,959	569%	7,700	27,075	352%	(19,375)	12,000	31,318	261%	(19,318)
Transfers from other funds	189,025	189,025	100%	756,100	756,100	100%	-	1,070,400	1,070,400	100%	-
Total revenue	\$ 569,900	\$ 625,605	110%	\$ 2,279,600	\$ 2,139,735	94%	\$ 139,865	\$ 3,123,900	\$ 3,407,916	109%	(284,016)
Expenditures											
Personnel services	\$ 398,450	\$ 253,574	64%	\$ 1,593,800	\$ 975,574	61%	618,226	\$ 2,565,700	\$ 1,947,426	76%	618,274
Material and services	82,500	48,523	59%	330,000	280,011	85%	49,989	630,000	579,948	92%	50,052
Capital outlay											
Equipment	32,950	-	-	131,800	-	-	131,800	270,000	138,177	51%	131,823
Transfers	51,375	51,375	100%	205,500	205,500	100%	-	401,000	401,000	100%	-
Contingency				336,626				336,626			
Total expenditures	\$ 565,275	\$ 353,472	63%	\$ 2,597,726	\$ 1,461,085	56%	\$ 800,015	\$ 4,203,326	\$ 3,066,550	72.96%	\$ 800,150
Revenue over (under) expenditures	\$ 4,625	\$ 272,133	38%	\$ (318,126)	\$ 678,650	94%	\$ (660,150)	\$ (1,079,426)			
Beginning fund balance	318,126	722,240	227%	318,126	722,240	227%		1,079,426			
Ending fund balance	\$ 322,751	\$ 994,373	308%	\$ -	\$ 1,400,890	-		\$ -			

Notes: Budget adjustment done per resolution 1528

Planning Fund

The Planning Fund accounts for the planning activities of the City. A transfer of funds from General Fund to Planning helps support the short term planning needs of the city. General administrative costs are paid through internal charges to the Internal Services Fund for the following services based upon the cost to the department for using these services; administrative and financial services, risk management, computer and phone services. The costs of these services are at full cost, including replacement cost, thereby providing a more accurate cost of providing services.

Overall revenue collection through the fourth quarter came in at approximately \$456,000 or 101 percent of the annual budget. Revenue collection for the licenses and permits ended the year at approximately 109 percent of the annual budget but are down roughly \$15,000 in comparison to the prior year. Overall SDC collection is down in comparison to the prior year which affects planning charges for services revenue that is associated with the administration fee. During the fourth quarter, there were 17 housing starts.



Expenditures are at approximately \$403,000 or 74 percent of the annual budget at yearend with both personnel services and material and services tracking below budget. Fund balance increased roughly \$53,000 through the year. Beginning fund balance is estimated to be at approximately \$247,000 for FY 24.

	Current Quarter			Year to Date				Biennial Budget	Biennial Budget to Date	Biennial Budget %	Biennial Budget Remaining Balance
	Budget Est.	Actual	Budget %	Budget Est.	Actual	Budget %	Annual Est. Annual Est.				
Revenue											
Licenses and permits	\$ 12,500	\$ 11,712	94%	\$ 50,000	\$ 54,438	109%	\$ (4,438)	\$ 80,000	\$ 123,470	154%	\$ (43,470)
Intergovernmental	2,000	-	-	8,000	2,488	31%	5,512	10,000	4,491	45%	5,510
Charges for services	8,150	4,042	50%	32,600	31,631	97%	969	55,600	84,020	151%	(28,420)
Interest	250	2,569	1028%	1,000	7,287	729%	(6,287)	2,000	8,408	420%	(6,408)
Transfers from other funds	90,000	90,000	100%	360,000	360,000	100%	-	710,000	710,000	100%	-
Total revenue	\$ 112,900	\$ 108,322	96%	\$ 451,600	\$ 455,844	101%	\$ (4,244)	\$ 857,600	\$ 930,388	108%	\$ (72,788)
Expenditures											
Personnel services	\$ 68,925	\$ 61,426	89%	\$ 275,700	\$ 249,724	91%	\$ 25,976	\$ 546,900	\$ 520,905	95%	\$ 25,995
Material and services	18,350	724	4%	73,400	19,148	26%	54,252	88,600	34,376	39%	54,224
Transfers	33,550	33,550	100%	134,200	134,200	100%	-	263,500	263,500	100%	-
Contingency				64,220				64,220			
Total expenditures	\$ 120,825	\$ 95,700	79%	\$ 547,520	\$ 403,072	74%	\$ 80,228	\$ 963,220	\$ 818,781	85%	\$ 80,219
Revenue over (under) expenditures	\$ (7,925)	\$ 12,622	6%	\$ (95,920)	\$ 52,772	27%	\$ (84,472)	\$ (105,620)			
Beginning fund balance	95,920	194,341	203%	95,920	194,341	203%		105,620			
Ending fund balance	\$ 87,995	\$ 206,963	235%	\$ -	\$ 247,113	-		\$ -			

Transportation SDC Fund

This fund accounts for the collection and expenditure of transportation system development charges. The primary revenue source is SDC's. Expenditures are for qualified capital improvement projects and related costs.

Revenue collection for the Transportation SDC fund is at approximately \$10.9 million through yearend. SDC collection is roughly \$805,000 or 124 percent of the annual budget with roughly 17 residential starts paying SDC's in the fourth quarter.

Expenditures at yearend were largely associated with the transportation system plan update, Peters and Main safety improvement design work and the Combs Flat extension project. Budget to actual differences are largely associated with the timing of the progress with two multiyear projects, Peters and Main safety improvement and combs flat extension project, as they both cross budget years.

Fund balance increased roughly \$9.8 million through the fourth quarter, largely due to the grants received for the Combs Flat extension and Main and Peters project totaling \$9.9 million in the second quarter.

	Current Quarter			Year to Date				Biennial Budget	Biennial Budget to Date	Biennial Budget %	Biennial Budget Remaining Balance
	Budget Est.	Actual	Budget %	Budget Est.	Actual	Budget %	Annual Est. Annual Est.				
Revenue											
Intergovernmental	\$ 125,000	\$ -	-	\$ 500,000	\$ 9,900,000	1980%	\$ (9,400,000)	\$ 1,400,000	\$ 10,800,000	771%	\$ (9,400,000)
Miscellaneous	212,500	-	-	850,000	-	-	850,000	300,000	50,000	17%	250,000
Interest	6,349	98,190	1547%	25,395	235,221	926%	(209,826)	8,000	239,091	2989%	(231,091)
Transfers	37,500	-	-	150,000	-	-	150,000	150,000	-	0%	150,000
System development charges	161,825	86,031	53%	647,300	804,987	124%	(157,687)	910,000	1,397,735	154%	(487,735)
Total revenue	\$ 543,174	\$ 184,220	34%	\$ 2,172,695	\$ 10,940,208	504%	\$ (8,767,513)	\$ 2,768,000	\$ 12,486,826	451%	\$ (9,718,826)
Expenditures											
Material and services	\$ 4,425	\$ -	-	\$ 17,700	\$ -	-	\$ 17,700	\$ 20,000	\$ 2,233	11%	\$ 17,767
Capital outlay											
Improvements	576,899	53,367	9%	2,307,596	1,093,296	47%	1,214,300	3,400,000	2,185,700	64%	1,214,300
Transfers	13,675	-	-	54,700	26,458	48%	28,242	85,000	56,747	67%	28,253
Contingency				269,744				269,745			
Total expenditures	\$ 594,999	\$ 53,367	9%	\$ 2,649,740	\$ 1,119,754	42%	\$ 1,260,242	\$ 3,774,745	\$ 2,244,680	59%	\$ 1,260,320
Revenue over (under) expenditures	\$ (51,825)	\$ 130,853	-252%	\$ (477,045)	\$ 9,820,455	746%	\$ (10,027,756)	\$ (1,006,745)			
Beginning fund balance	477,045	1,315,972	276%	477,045	1,315,972	276%		1,006,745			
Ending fund balance	\$ 425,220	\$ 1,446,825	340%	\$ -	\$ 11,136,427	-		\$ -			

Notes: Supplemental budget done per resolution 1562 and prior supplemental budget per resolution 1529

Water SDC Fund

This fund accounts for the collection and expenditure of water system development charges. The primary revenue source is SDC's. Expenditures are for qualified capital improvement projects and related costs.

Revenue through the fourth quarter is at approximately \$353,000 or 16 percent of the annual budget. Fourth quarter revenues are largely associated with the collection of SDC's with roughly 17 housing starts that paid SDC's during the quarter.

Expenditures are at roughly \$1.5 million through yearend. Fourth quarter expenditures are largely associated with the ASR well project, the master plan update and the water line expansion project.

At yearend, fund balance decreased roughly \$1.2 million. Fund balance is anticipated to recover with reimbursements expected for the water line expansion project and grant funding for the ASR well.

	Current Quarter			Year to Date				Biennial Budget	Biennial Budget to Date	Biennial Budget %	Biennial Budget Remaining Balance
	Quarter Budget Est.	Quarter Actual	Quarter Budget %	Annual Budget Est.	Annual Actual	Annual Est Budget %	Annual Est. Budget Balance				
Revenue											
Interest	\$ 450	\$ -	-	\$ 1,800	\$ 5,973	332%	\$ (4,173)	\$ 4,000	\$ 9,087	227%	\$ (5,087)
System development charges	177,425	122,050	69%	709,700	347,033	49%	362,667	1,300,000	937,368	72%	362,632
Transfers	-	-	-	-	-	-	-	1,200,000	1,200,000	0%	-
Miscellaneous	-	-	-	-	-	-	-	-	41,782	-	(41,782)
Intergovernmental	375,000	-	-	1,500,000	-	0%	1,500,000	1,500,000	-	0%	1,500,000
Total revenue	\$ 552,875	\$ 122,050	22%	\$ 2,211,500	\$ 353,006	16%	\$ 358,494	\$ 4,004,000	\$ 2,188,237	55%	\$ 1,815,763
Expenditures											
Capital outlay											
Improvements	\$ 465,200	\$ 466,717	100%	\$ 1,860,800	\$ 1,373,687	74%	\$ 487,113	\$ 3,145,000	\$ 2,657,852	85%	\$ 487,148
Transfers	120,950	110,000	91%	483,800	144,266	30%	339,534	947,200	607,652	64%	339,548
Contingency	-	-	-	590,359	-	-	-	590,359	-	-	-
Total expenditures	\$ 586,150	\$ 576,717	98%	\$ 2,934,959	\$ 1,517,953	52%	\$ 826,647	\$ 4,682,559	\$ 3,265,504	69.74%	\$ 826,696
Revenue over (under) expenditures	\$ (33,275)	\$ (454,667)	-181%	\$ (723,459)	\$ (1,164,947)	-464%	\$ (468,153)	\$ (678,559)			
Beginning fund balance	723,459	251,333	35%	723,459	251,333	35%		678,559			
Ending fund balance	\$ 690,184	\$ (203,334)	-	\$ -	\$ (913,614)	-		\$ -			

Notes: Supplemental budget done per resolution 1529

Wastewater SDC Fund

This fund accounts for the collection and expenditure of wastewater system development charges. The primary revenue source is SDC's. Expenditures are for qualified capital improvement projects and related costs.

Revenue through the fourth quarter came in at approximately \$239,000 or 66 percent of the annual budget. Fourth quarter revenue can largely be attributed to SDC collection from roughly 17 housing starts that paid SDC's during the quarter.

Expenses through the fourth quarter are at roughly 54 percent of the annual budget. Fourth quarter expenses are largely from capital improvements associated with the master plan update and the water reuse project.

Fund balance decreased roughly \$41,000 or -19 percent.

	Current Quarter			Year to Date				Biennial	Biennial Budget	Biennial	Biennial Budget
	Budget Est.	Actual	Budget %	Budget Est.	Actual	Budget %	Annual Est. Annual Est.	Budget	to Date	Budget %	Remaining Balance
Revenue											
Interest	\$ 750	\$ 1,399	187%	\$ 3,000	\$ 5,408	180%	\$ (2,408)	\$ 4,000	\$ 6,586	165%	\$ (2,586)
System development charges	90,025	118,668	132%	360,100	233,274	65%	126,826	651,000	540,089	83%	110,911
Total revenue	\$ 90,775	\$ 120,067	132%	\$ 363,100	\$ 238,682	66%	\$ 124,418	\$ 655,000	\$ 546,675	83%	\$ 108,325
Expenditures											
Material and services	\$ 4,975	\$ -	-	\$ 19,900	\$ 12,028	60%	\$ 7,872	\$ 21,000	\$ 13,059	62%	\$ 7,941
Capital outlay											
Improvements	62,950	94,003	149%	251,800	202,701	81%	49,099	280,000	230,835	82%	49,165
Transfers	58,700	-	-	234,800	64,621	28%	170,179	449,000	278,753	62%	170,247
Contingency				13,660				13,660			
Total expenditures	\$ 126,625	\$ 94,003	74%	\$ 520,160	\$ 279,349	54%	\$ 227,151	\$ 763,660	\$ 522,647	68%	\$ 227,353
Revenue over (under) expenditures	\$ (35,850)	\$ 26,064	12%	\$ (157,060)	\$ (40,667)	-19%	\$ (102,733)	\$ (108,660)			
Beginning fund balance	157,060	218,410	139%	157,060	218,410	139%		108,660			
Ending fund balance	\$ 121,210	\$ 244,474	202%	\$ -	\$ 177,743	-		\$ -			

Notes: Supplemental budget done per resolution 1562 and prior supplemental budget per resolution 1529

PERS/ POB Fund

This fund accounts for the issuance of pension obligation debt to fund the City’s existing unfunded actuarial liability (UAL) and associated debt repayment. The principal source of revenue is charges to other funds with salaries subject to PERS via a surcharge. A transfer from the General Fund is included to pre-fund a portion of debt service costs. Expenditures are for payments to PERS for the UAL and for debt service requirements.

Revenue collection ended the year at roughly 109 percent of the annual budget. Overall revenues are as anticipated with the annual transfer taking place in the fourth quarter. Interest revenue is higher than originally anticipated with the Local Government Investment Pool earning 4.05 percent at the end of the fourth quarter.

Expenditures through the fourth quarter are as anticipated with the debt service payments coming out in December and June annually.

Fund balance decreased approximately \$135,000 through the fourth quarter due to an interfund loan to the Police Department for Police cars.

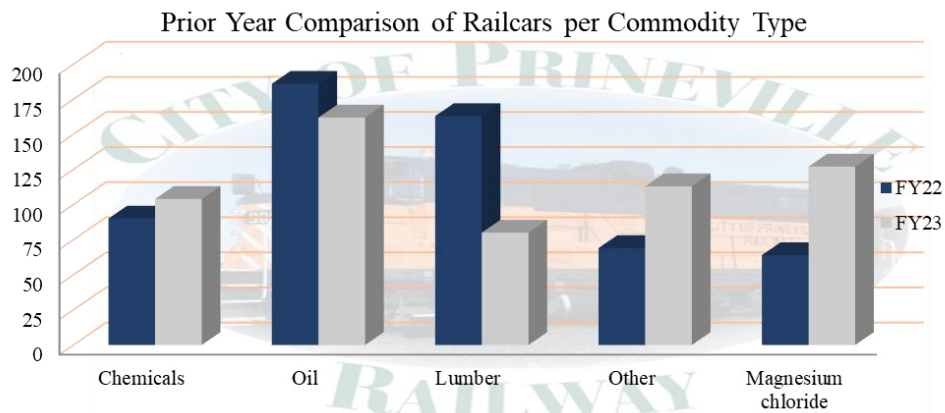
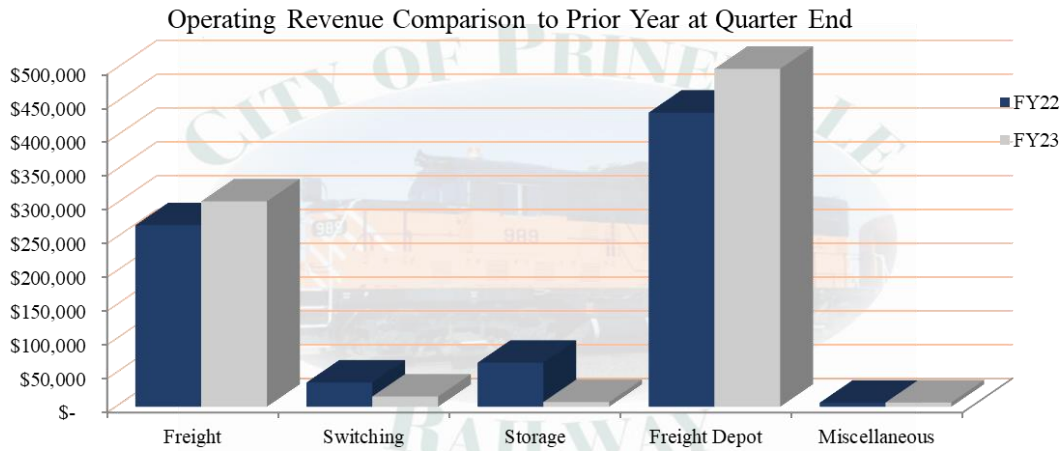
Revenue	Current Quarter			Year to Date			Annual Est. Budget Balance	Biennial Budget	Biennial Budget to Date	Biennial Budget %	Biennial Budget Remaining Balance
	Quarter Budget Est.	Quarter Actual	Quarter Budget %	Annual Budget Est.	Annual Actual	Annual Est. Budget %					
Charges for services	\$ 105,368	\$ 105,550	100%	\$ 421,470	\$ 422,200	100%	\$ (730)	\$ 815,200	\$ 822,300	101%	\$ (7,100)
Interest	650	16,853	2593%	2,600	46,601	1792%	(44,001)	10,000	54,071	541%	(44,071)
Transfer from other funds	25,000	100,000	400%	100,000	100,000	100%	-	200,000	200,000	100%	-
Total revenue	\$ 131,018	\$ 222,403	170%	\$ 524,070	\$ 568,801	109%	\$ (44,731)	\$ 1,025,200	\$ 1,076,371	105%	\$ (51,171)
Expenditures											
Personnel services	\$ -	\$ -	-	\$ -	\$ -	-	-	\$ -	\$ -	-	\$ -
Transfers	95,000	380,000	400%	380,000	380,000	100%	-	380,000	380,000	100%	-
Debt service											
Principal - POB 2013	65,070	260,122	400%	260,280	260,122	100%	158	497,500	497,334	100%	166
Interest - POB 2013	15,825	31,647	200%	63,300	63,295	100%	5	135,400	135,367	100%	33
Contingency				1,064,908				1,064,818			
Total expenditures	\$ 175,895	\$ 671,769	382%	\$ 1,768,488	\$ 703,417	40%	\$ 163	\$ 2,077,718	\$ 1,012,701	49%	\$ 199
Revenue over (under) expenditures	\$ (44,878)	\$ (449,366)	-29%	\$ (1,244,418)	\$ (134,616)	-9%	\$ (44,894)	\$ (1,052,518)			
Debt service reserve	323,500			323,500				323,500			299,200
Beginning fund balance	1,567,918	1,575,757	100%	1,567,918	1,575,757	100%		1,376,018			
Ending fund balance	\$ 1,523,041	\$ 1,126,391	74%	\$ -	\$ 1,441,141	-		\$ -			

Notes: Supplemental budget done per resolution 1562

Railroad Fund

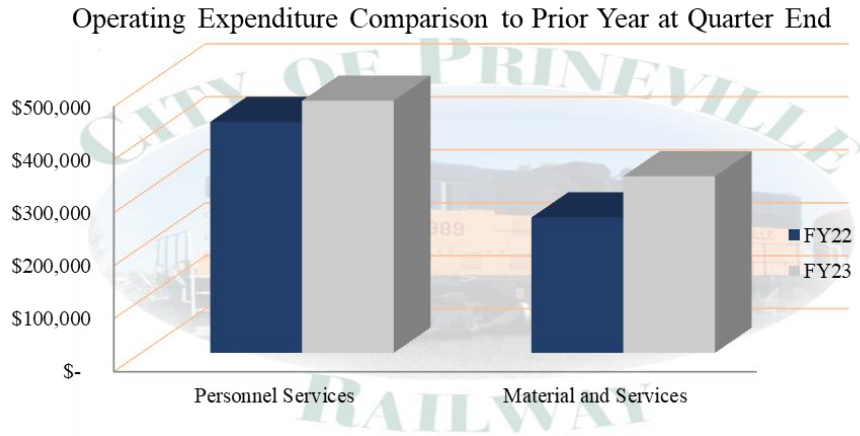
This fund accounts for the activities of the City’s railroad operation and for the City’s freight depot operation. Starting in FY 14 the Railroad and Freight Depot Funds were consolidated. Primary revenue sources are payments for the use of railroad and freight depot facilities and related services. Expenditures are for the railroad and freight depot operations, including repair, debt service and capital improvements. Additionally, transfers to other City operations are budgeted.

Fourth quarter revenue collections are at approximately \$976,000 or 98 percent of the annual budget. Charges for services for the railroad are at approximately \$325,000 or 87 percent of the annual budget, with the freight depot at approximately \$500,000 or 136 percent of annual budget. Overall charges for services are up slightly in comparison to the prior year. Contributing to the increase is the fourth quarter freight charges outperforming the prior year quarter end by over 50 percent largely due to an increase in McCall Oil cars and feed cars, and freight depot charges for services being up 15 percent. The average freight charge in comparison to the prior year has increased roughly \$48 per car due to increased fuel surcharges and increased diversity in commodities being hauled. Increases in freight depot charges for services is largely due to increased lease revenue from Heniff Transportation and an increase of customers utilizing the freight depot. Below is a prior year comparison of operating revenues for the Railroad Fund and a comparison of the number of cars per commodity type.



Railroad Fund - Continued

Overall expenditures at quarter end are at approximately \$900,000 or 41 percent of the annual budget. Materials and services are at roughly 83 percent of the annual budget or \$333,000, which includes approximately \$93,000 in annual liability insurance. Overall operating expenditures are up in comparison to the prior year 17 percent with increases in personnel costs, property insurance, track supplies, signal maintenance, utilities and the repairing of one of the garage doors at the freight depot. Below is a graph comparison of operating expenditures at quarter end to prior year.



Fund balance increased roughly \$76,000 or 6 percent through yearend. Beginning fund balance for FY 24 is estimated at \$1.3 million.

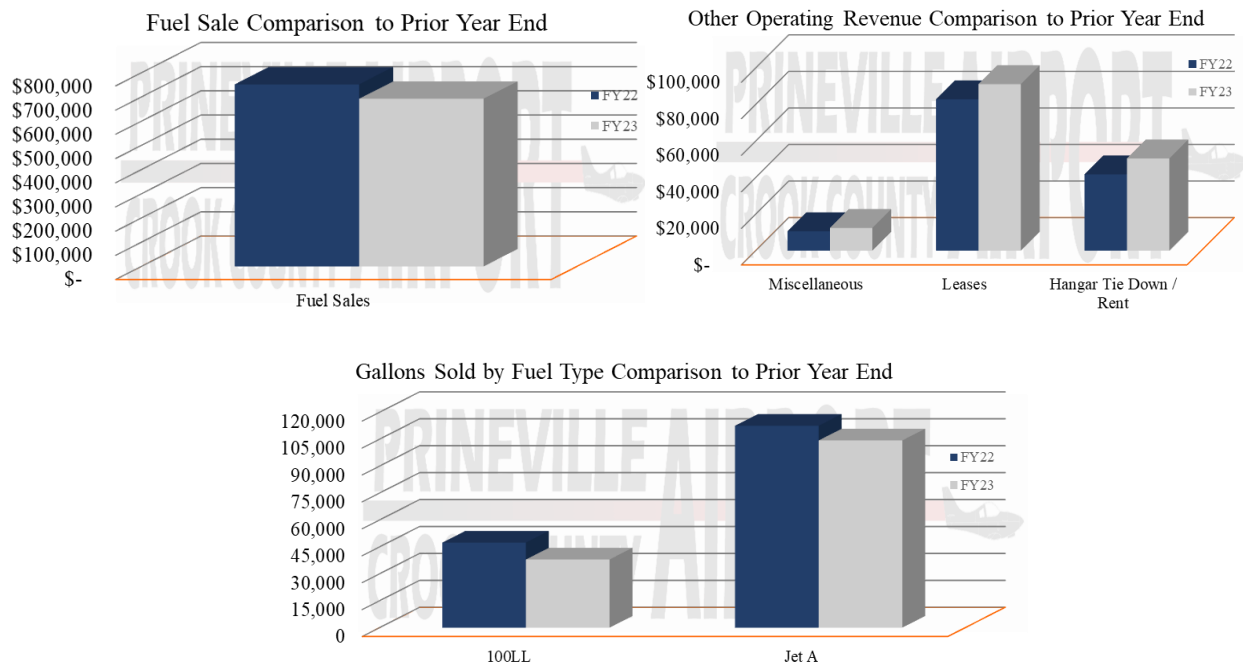
Revenue	Current Quarter		Quarter Budget %	Year to Date				Biennial Budget	Biennial Budget to Date	Biennial Budget %	Biennial Budget Remaining Balance
	Quarter Budget Est.	Actual		Annual Budget Est.	Actual	Annual Est. Budget %	Annual Est. Budget Balance				
Charges for services											
Railroad	\$ 93,000	\$ 114,559	123%	\$ 372,000	\$ 325,007	87%	\$ 46,993	\$ 682,000	\$ 635,240	93%	\$ 46,760
Freight Depot	91,750	133,550	146%	367,000	499,675	136%	(132,675)	784,000	934,553	119%	(150,553)
Use of money and property	54,500	20,829	38%	218,000	65,697	30%	152,303	319,600	167,162	52%	152,438
Miscellaneous	11,000	1,791	16%	44,000	86,015	195%	(42,015)	215,000	257,459	120%	(42,459)
Total revenue	\$ 250,250	\$ 270,728	108%	\$ 1,001,000	\$ 976,395	98%	\$ 24,605	\$ 2,000,600	\$ 1,994,415	100%	\$ 6,185
Expenditures											
Personnel services	\$ 125,000	\$ 125,078	100%	\$ 500,000	\$ 475,642	95%	\$ 24,358	\$ 935,800	\$ 911,408	97%	\$ 24,392
Material and services	100,425	53,285	53%	401,700	333,151	83%	68,549	654,100	588,565	90%	65,535
Capital outlay											
Improvements	4,225	-	-	16,900	-	-	16,900	205,000	176,612	86%	28,388
Transfers	22,875	22,875	100%	91,500	91,500	100%	-	182,600	182,600	100%	-
Contingency				1,208,560				1,208,560			
Total expenditures	\$ 252,525	\$ 201,238	80%	\$ 2,218,660	\$ 900,293	41%	\$ 109,807	\$ 3,186,060	\$ 1,859,185	58%	\$ 118,315
Revenue over (under) expenditures	\$ (2,275)	\$ 69,491	6%	\$ (1,217,660)	\$ 76,101	6%	\$ (85,201)	(1,185,460)			
Beginning fund balance	1,217,660	1,225,724	101%	1,217,660	1,225,724	101%		1,185,460			
Ending fund balance	\$ 1,215,385	\$ 1,295,215	107%	\$ -	\$ 1,301,825	-		\$ -			

Notes: Budget adjustment done per res. No. 1563

Airport Fund

This fund accounts for the activities of the airport. The airport’s main source of operating revenue is through charges for services that revolve around fuel sales and hangar leases. Expenditures are for general operations of the airport including cost of goods sold, maintenance and capital improvements.

Revenue collection through yearend came in at approximately 85 percent of the annual budget or \$1.1 million. Overall charges for services are down approximately 5 percent over the prior year largely due to flight training that took place during the fourth quarter in the prior year. Fuel margins at quarter end were 23 percent for Jet A and 37 percent for 100LL. Below are prior year comparison for operating revenue making up charges for services and gallons sold comparisons for fuel.

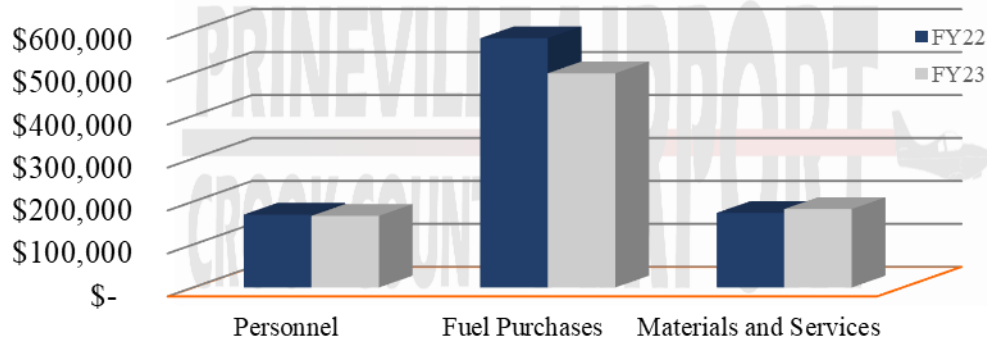


Overall use of the airport has increased over the last year with the increased activity largely being associated with flight training. Hangar occupancy remains at 100 percent and ramp occupancy continues to be roughly between 20 to 30 percent depending on weather. Hangars are continuing to be built at the airport with a new hangar project starting next year.

Overall expenditures at quarter end are at approximately \$1 million or 74 percent of the annual budget. Overall operating expenses are down roughly 8 percent over the prior year with fuel expenses being down in line with fuel sales . Fuel inventory is at approximately \$63,000 at quarter end. On the following page is a prior year comparison of operating expenditures at yearend.

Airport Fund – Continued

Operating Expenditure Comparison to Prior Year End



Fund balance increased roughly \$128,000 through the fourth quarter. Beginning fund balance for FY 24 is estimated to be at roughly \$199,000.

	Current Quarter			Year to Date				Biennial Budget	Biennial Budget to Date	Biennial Budget %	Biennial Budget Remaining Balance
	Budget Est.	Actual	Budget %	Budget Est.	Actual	Budget %	Annual Est. Budget Balance				
Revenue											
Intergovernmental	\$ 62,500	\$ -	-	\$ 250,000	\$ 195,757	78%	\$ 54,243	\$ 430,000	\$ 375,757	87%	\$ 54,243
Charges for services	234,850	256,753	109%	939,400	846,659	90%	92,741	1,874,000	1,733,902	93%	140,098
Interest	200	1,586	793%	800	3,085	386%	(2,285)	1,000	3,298	330%	(2,298)
Transfers	37,500	-	-	150,000	100,000	67%	50,000	200,000	150,000	75%	50,000
Total revenue	\$ 335,050	\$ 258,340	77%	\$ 1,340,200	\$ 1,145,500	85%	\$ 194,700	\$ 2,505,000	\$ 2,262,958	90%	\$ 242,042
Expenditures											
Personnel service	\$ 42,050	\$ 43,655	104%	\$ 168,200	\$ 166,730	99%	\$ 1,470	\$ 338,000	\$ 336,451	100%	\$ 1,549
Materials and services	222,525	204,633	92%	890,100	681,230	77%	208,870	1,678,000	1,460,297	87%	217,703
Capital outlay	25	-	-	100	-	0%	100	100	-	0%	100
Debt service											
Les Schwab Hangar	6,250	-	-	25,000	-	-	25,000	50,000	-	0%	50,000
Transfers	51,400	13,900	27%	205,600	169,357	82%	36,243	389,200	352,957	91%	36,243
Contingency				85,136				85,136			
Total expenditures	\$ 322,250	\$ 262,188	81%	\$ 1,374,136	\$ 1,017,317	74%	\$ 271,683	\$ 2,540,436	\$ 2,149,706	85%	\$ 305,595
Revenue over (under) expenditures	\$ 12,800	\$ (3,848)	-5%	\$ (33,936)	\$ 128,183	182%	\$ (76,983)	\$ (35,436)			
Beginning fund balance	33,936	70,551	208%	33,936	70,551	208%		35,436			
Ending fund balance	\$ 46,736	\$ 66,703	143%	\$ -	\$ 198,734	-		\$ -			

Notes: Supplemental budget done per resolution 1562 and prior supplemental budget per resolution 1529

Water Fund

This fund accounts for the activities of the City’s water utility. The primary source of revenue is water sales and expenditures are for the operation of the system including repair and maintenance of infrastructure.

Overall revenue collection through the fourth quarter came in at approximately \$3.5 million or 80 percent of the annual budget. Revenue associated with charges for service came in at roughly \$3.4 million which is an increase in comparison to the prior year of roughly \$10,000. This slight increase can largely be attributed to rate increases.

Fourth quarter expenditures are at approximately \$3.9 million or 78 percent of the annual budget. Materials and services came in at roughly 86 percent of the annual budget with roughly \$80,000 coming in during the fourth quarter for testing, calibrating and developing the operations manual for the water treatment facility. Fourth quarter capital expenditures are at roughly 82 percent of the annual budget and are largely associated with waterline rehabilitation projects and three wells going down during the year.

Fund balance decreased roughly \$400,000 or -20 percent through the year. FY 24 beginning fund balance is estimated to be at roughly \$1.6 million.

Revenue	Current Quarter			Year to Date				Biennial Budget	Biennial Budget to Date	Biennial Budget %	Biennial Budget Remaining Balance
	Quarter Budget Est.	Actual	Quarter Budget %	Annual Budget Est.	Actual	Annual Est Budget %	Annual Est. Budget Balance				
Charges for services	\$ 1,048,150	\$ 748,548	71%	\$ 4,192,600	\$ 3,369,331	80%	\$ 823,269	\$ 6,635,000	\$ 6,728,919	101%	\$ (93,919)
Interest	1,250	9,673	774%	5,000	31,694	634%	(26,694)	10,000	36,740	367%	(26,740)
Miscellaneous	-	11,227	-	-	56,110	-	(56,110)	1,000	124,660	12466%	(123,660)
Transfers	35,250	-	-	141,000	24,884	18%	116,116	340,600	224,441	66%	116,159
Total revenue	\$ 1,084,650	\$ 769,448	71%	\$ 4,338,600	\$ 3,482,020	80%	\$ 856,580	\$ 8,901,700	\$ 9,029,796	101%	\$ (128,096)
Expenditures											
Materials and services	\$ 314,625	\$ 266,479	85%	\$ 1,258,500	\$ 1,076,506	86%	\$ 181,994	1,970,800	\$ 1,801,168	91%	\$ 169,632
Franchise fee expense	37,000	37,000	100%	148,000	148,000	100%	-	292,000	292,000	100%	-
Capital outlay											
Improvements	277,000	22,015	8%	1,108,000	907,592	82%	200,408	1,255,000	1,054,859	84%	200,141
Debt service											
Principal											
Refunding bond 2017	-	-	-	-	-	-	-	1,892,200	1,892,115	100%	85
Water revenue bond ASR	36,100	-	-	144,400	-	-	144,400	144,400	-	0%	144,400
2021 Refinancing	40,050	160,194	-	160,200	160,194	-	-	326,100	326,081	100%	19
Interest											
Refunding bond 2017	-	-	-	-	-	-	-	14,000	13,753	98%	247
Water revenue bond ASR	27,800	-	-	111,200	39,000	35%	72,200	134,000	62,537	47%	71,463
2021 Refinancing	5,300	10,583	200%	21,200	21,165	100%	35	36,100	36,098	100%	2
Transfers	382,425	382,425	100%	1,529,700	1,529,700	100%	-	3,036,000	3,036,000	100%	-
Contingency				515,818				516,518			
Total expenditures	\$ 1,120,300	\$ 878,696	78%	\$ 4,997,018	\$ 3,882,157	78%	\$ 599,037	\$ 9,617,118	\$ 8,514,611	89%	\$ 585,989
Revenue over (under) expenditures	\$ (35,650)	\$ (109,248)	-	\$ (658,418)	\$ (400,138)	-20%	\$ 257,543	\$ (715,418)			
Debt service reserve	336,200			336,200				336,200			
Beginning fund balance	994,618	2,006,747	202%	994,618	2,006,747	202%		1,051,618			
Ending fund balance	\$ 958,968	\$ 1,897,499	198%	\$ -	\$ 1,606,609	-		\$ -			

Notes: Supplemental budget done per resolution 1562 and prior supplemental budget per resolution 1529

Wastewater Fund

This fund accounts for the activities of the City’s wastewater and treatment facilities. The primary source of revenue is sewer service fees. Expenditures are for the operation of the wastewater system including repair and maintenance of infrastructure and debt service related to infrastructure costs.

Overall revenue collection at yearend is at approximately \$4.4 million or 93 percent of the annual budget. Revenue collection for charges for services is roughly \$4.2 million or 95 percent of annual budget which is a decrease of approximately \$116,000 from the prior year. This decrease can largely be attributed to less water usage over the summer resulting in less sewer by consumption charges and a decrease in sewer connection charges.

Expenditures at quarter end came in at roughly \$4.7 million or 79 percent of the annual budget with all appropriation categories coming in at or below budget at yearend. Capital expenditures through the fourth quarter totaled approximately \$399,000 and were largely for a new pump at the wastewater treatment plant (WWTP), rock crushing, a new push camera, a new irrigation mainline, SCADA upgrades and WWTP chlorination conversion.

Fund balance is at roughly \$2 million, a decrease of \$344,000 at yearend.

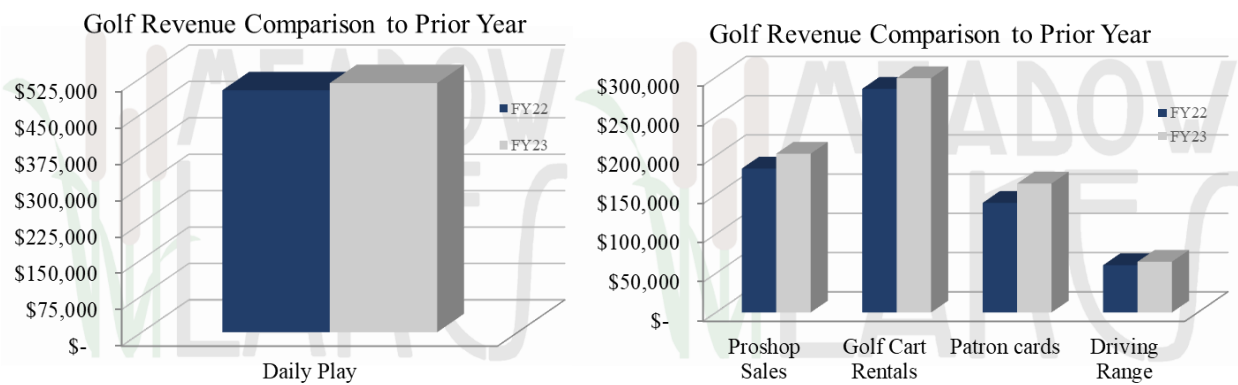
Revenue	Current Quarter			Year to Date				Biennial Budget	Biennial Budget to Date	Biennial Budget %	Biennial Budget Remaining Balance
	Budget Est.	Actual	Quarter Budget %	Budget Est.	Actual	Annual Est Budget %	Annual Est. Budget Balance				
Charges for services	\$ 1,099,225	\$ 1,014,179	92%	\$ 4,396,900	\$ 4,161,806	95%	\$ 235,094	\$ 8,644,300	\$ 8,439,498	98%	\$ 204,802
Interest	2,225	17,224	774%	8,900	54,666	614%	(45,766)	20,000	65,824	329%	(45,824)
Transfers	-	-	-	-	-	-	-	511,300	511,300	100%	-
Miscellaneous	21,950	509	2%	87,800	78,441	89%	9,359	167,400	158,014	94%	9,386
SDCs - reimbursement fees	42,875	-	-	171,500	60,058	35%	111,442	371,000	259,586	70%	111,414
Debt proceeds	-	-	-	-	-	-	-	4,961,500	4,961,475	100%	4,961,500
Intergovernmental	-	-	-	-	-	-	-	-	126	-	-
Total revenue	\$ 1,166,275	\$ 1,031,912	88%	\$ 4,665,100	\$ 4,354,971	93%	\$ 310,129	\$ 14,675,500	\$ 14,395,823	98%	\$ 5,241,278
Expenditures											
Personnel services	\$ 81,825	\$ 64,685	79%	\$ 327,300	\$ 242,781	74%	\$ 84,519	\$ 509,600	\$ 424,997	83%	\$ 84,603
Materials and services	278,200	173,219	62%	1,112,800	888,522	80%	224,278	2,838,600	2,634,819	93%	203,781
Franchise fee expense	51,250	51,250	100%	205,000	205,000	100%	-	401,000	401,000	100%	-
Capital outlay											
Improvements	184,050	161,990	88%	736,200	399,474	54%	336,726	1,256,600	919,820	73%	336,780
Debt service											
Principal											
2021 Refinancing	183,175	732,468	400%	732,700	732,468	100%	232	1,179,000	1,178,737	100%	263
DEQ CWSRF R74682/2	-	-	-	-	-	-	-	2,962,200	2,962,108	100%	92
Refunding 2017	-	-	-	-	-	-	-	2,207,900	2,207,885	100%	15
State of Oregon IFA	6,900	-	-	27,600	27,563	100%	37	54,900	54,854	100%	46
USDA 2015	15,675	-	-	62,700	62,597	100%	103	123,600	123,519	100%	81
Interest											
2021 Refinancing	13,700	27,427	200%	54,800	54,744	100%	56	93,500	93,433	100%	67
DEQ CWSRF R74682/2	-	-	-	-	-	-	-	45,300	45,291	100%	9
Refunding 2017	-	-	-	-	-	-	-	16,100	16,048	100%	52
State of Oregon IFA	1,625	-	-	6,500	6,492	100%	8	13,300	13,256	100%	44
USDA 2015	25,925	-	-	103,700	103,563	100%	137	208,900	208,801	100%	99
Fees											
DEQ CWSRF R74682/2	-	-	-	-	-	-	-	14,900	14,811	99%	89
Transfers	494,000	494,000	100%	1,976,000	1,976,000	100%	-	3,911,900	3,911,900	100%	-
Contingency				602,224				602,224			
Total expenditures	\$ 1,336,325	\$ 1,705,039	128%	\$ 5,947,524	\$ 4,699,203	79%	\$ 646,097	\$ 16,439,524	\$ 15,211,279	93%	\$ 626,021
Revenue over (under) expenditures	\$ (170,050)	\$ (673,127)	-28%	\$ (1,282,424)	\$ (344,232)	-14%	\$ (335,968)	\$ (1,764,024)			
Other resources / (requirements)											
Debt service reserve		790,000		790,000				790,000			
Capital reserve											
Beginning fund balance	2,072,424	2,401,067	116%	2,072,424	2,401,067	116%		2,554,024			
Ending fund balance	\$ 1,902,374	\$ 1,727,940	91%	\$ -	\$ 2,056,835	-		\$ -			

Notes: Supplemental budget per resolution 1529

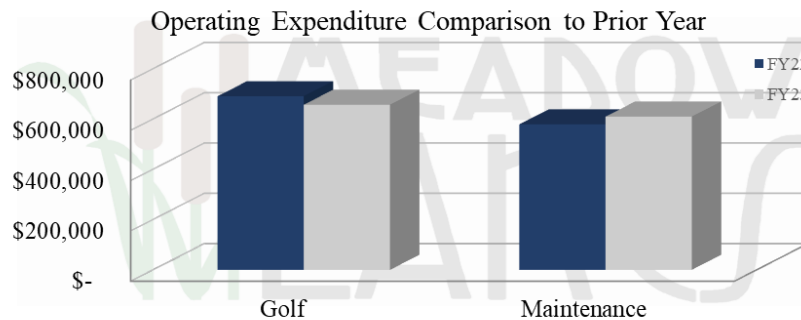
Golf Course and Restaurant Fund

This fund accounts for the activities of Meadow Lakes Golf Course and Restaurant. Revenue is generated through user fees, restaurant lease revenue and an operating payment from the City’s Wastewater Fund for treatment.

Overall revenue collection is at approximately \$1.8 million at yearend or 135 percent of the annual budget. Golf operating revenue came in at about \$1.3 million or 153 percent of the annual budget which is up roughly \$89,000 in comparison to the prior year. Rounds of golf are down by roughly 700 rounds compared to the prior year with the course being closed roughly 48 days due to weather earlier in the year. The golf course had a record breaking fourth quarter which led to revenues increasing over the prior year over 7 percent. Below is a comparison to the prior year of the significant operating revenue sources



Expenditures at quarter end came in at roughly \$1.5 million or 83 percent of the annual budget. Golf course operating expenditures are down roughly 5 percent and maintenance expenditures are up roughly 5 percent over the prior year at yearend. The maintenance increase can largely be attributed to personnel costs, gas increases, and needed golf course maintenance. Below is a comparison of operating only expenditures to the prior year by department.



Golf Course and Restaurant Fund – Continued

Fund balance increased roughly \$347,000 or 46 percent through yearend. Beginning fund balance is estimated at approximately \$1.1 million for FY 24.

Revenue	Current Quarter			Year to Date			Annual Est. Annual Est.	Biennial Budget	Biennial Budget to Date	Biennial Budget %	Biennial Budget Remaining Balance
	Quarter Budget Est.	Quarter Actual	Quarter Budget %	Annual Budget Est.	Annual Actual	Annual Est. Budget %					
Charges for services											
Golf Course	\$ 210,250	\$ 513,460	244%	\$ 841,000	\$ 1,285,683	153%	\$ (444,683)	\$ 2,037,800	\$ 2,482,576	122%	\$ (444,776)
Waste Disposal	92,500	17,500	19%	370,000	370,000	100%	-	740,000	740,000	100%	-
Restaurant	8,225	7,500	91%	32,900	26,500	81%	6,400	57,700	51,360	89%	6,340
Interest	1,975	9,768	495%	7,900	26,539	336%	(18,639)	12,000	30,698	256%	(18,698)
Transfers	25,000	100,000	400%	100,000	100,000	100%	-	200,000	200,000	100%	-
Miscellaneous	-	4,494	-	-	17,461	-	(17,461)	19,900	44,182	222%	(24,282)
Debt Proceeds	-	-	-	-	-	-	-	363,600	596,044	164%	(232,444)
Total revenue	\$ 337,950	\$ 652,722	193%	\$ 1,351,800	\$ 1,826,182	135%	\$ (474,382)	\$ 3,431,000	\$ 4,144,859	121%	\$ (713,859)
Expenditures											
Golf Course	\$ 182,075	\$ 219,188	120%	\$ 728,300	\$ 717,676	99%	\$ 10,624	\$ 1,848,400	\$ 1,814,801	98%	\$ 33,599
Waste Disposal	162,750	121,932	75%	651,000	609,767	94%	41,233	1,230,000	1,188,742	97%	41,258
Restaurant	9,525	8,760	92%	38,100	27,295	72%	10,805	66,200	55,328	84%	10,872
Debt service											
Principal - Refunding 2021	29,600	118,394	400%	118,400	118,394	100%	6	226,500	226,489	100%	11
Interest - Refunding 2021	1,480	2,605	176%	5,920	5,557	94%	363	10,570	10,604	100%	(34)
Principal - 2017 bond	-	-	-	-	-	-	-	264,000	264,000	100%	-
Interest - 2017 bond	-	-	-	-	-	-	-	1,950	1,919	98%	31
Contingency	-	-	-	240,705	-	-	-	72,405	-	-	-
Total expenditures	\$ 385,430	\$ 470,879	122%	\$ 1,782,425	\$ 1,478,689	83%	\$ 63,031	\$ 3,720,025	\$ 3,561,883	96%	\$ 85,737
Revenue over (under) expenditures	\$ (47,480)	\$ 181,843	24%	\$ (430,625)	\$ 347,493	46%	\$ (537,413)	\$ (289,025)			
Debt service reserve	131,000			131,000				131,000			
Beginning fund balance	561,625	754,036	134%	561,625	754,036	134%		420,025			
Ending fund balance	\$ 514,145	\$ 935,879	182%	\$ -	\$ 1,101,529	-		\$ -			

Notes: Supplemental budget done per resolution 1562 and budget adjustment done per resolution 1528



Golf Course in June 2023

June 30, 2023

Administration and Financial Support Services Fund

This fund accounts for the activities of the City Manager’s office, human resources, recorder, finance, Council directed contributions, and information technology services. The primary source of revenue is charges to other funds for services.

Overall revenue collection came in at approximately \$3.2 million or 102 percent of the annual budget. Charges for services are largely associated with Internal Service Fund transfers totaling \$3 million. Interest revenue is roughly 1541 percent of the annual budget. Investment interest has been on the rise over the last four quarters positively affecting all of the City funds. At fourth quarter end the City’s investment accounts had approximately \$23.8 million in them and was earning over 4 percent.

Overall expenditures at yearend are at approximately 92 percent of the annual budget or \$3.3 million. All departments came in under budget with the supplemental budget that was done in June and the budget adjustment that was done in January.

Fund balance decreased roughly \$166,000 or -19 percent through the fourth quarter. FY 24 estimated beginning fund balance is roughly \$371,000.



June 2023 City Hall healthy potluck.

Administration and Financial Support Services Fund - Continued

Revenue	Current Quarter			Year to Date			Annual Est. Budget Balance	Biennial Budget	Biennial Budget to Date	Biennial Budget %	Biennial Budget Remaining Balance
	Quarter Budget Est.	Quarter Actual	Quarter Budget %	Annual Budget Est.	Annual Actual	Annual Est. Budget %					
Charges for services	\$ 726,675	\$ 775,591	107%	\$ 2,906,700	\$ 3,139,559	108%	\$ (232,859)	\$ 6,105,600	\$ 6,338,486	104%	\$ (232,886)
Intergovernmental	43,750	-	0%	175,000	-	0%	175,000	275,000	502	0%	274,498
Transfers	-	-	-	-	-	-	-	-	29,435	-	-
Interest	325	6,844	2106%	1,300	20,032	1541%	(18,732)	5,000	23,719	474%	(18,719)
Total revenue	\$ 770,750	\$ 782,435	102%	\$ 3,083,000	\$ 3,159,591	102%	\$ (76,591)	\$ 6,385,600	\$ 6,392,143	100%	\$ 22,893
Expenditures											
City Council	\$ 29,175	\$ 14,670	50%	\$ 116,700	\$ 91,158	78%	\$ 25,542	\$ 185,300	\$ 159,726	86%	\$ 25,574
Administration / Team Services	243,575	308,524	127%	974,300	947,091	97%	27,209	1,903,000	1,875,710	99%	27,290
Financial Services	288,475	282,115	98%	1,153,900	1,097,560	95%	56,340	2,166,300	2,109,877	97%	56,423
Information Technology	333,375	243,398	73%	1,333,500	1,189,797	89%	143,703	2,768,900	2,569,774	93%	199,126
Contingency				39,449				5,049			
Total expenditures	\$ 894,600	\$ 848,706	95%	\$ 3,617,849	\$ 3,325,605	92%	\$ 252,795	\$ 7,028,549	\$ 6,715,087	96%	\$ 308,413
Revenue over (under) expenditures	\$ (123,850)	\$ (66,270)	-	\$ (534,849)	\$ (166,014)	-31%	\$ (329,386)	\$ (642,949)			
Beginning fund balance	534,849	536,969	100%	534,849	536,969	100%		642,949			
Ending fund balance	\$ 410,999	\$ 470,699	115%	\$ -	\$ 370,955	-		\$ -			

Notes: Supplemental budget done per resolution 1562 and prior budget adjustment done per resolution 1528



Photo Credit: Kelsey Rickart of Rickart Photography

June 2023 cattle drive.

June 30, 2023

Building Facilities Fund

This fund accounts for the operating costs of the city hall facility and related debt service, police facility, public works facility, Barnes Butte Complex and the community development block grant (CDBG) for the senior center. Revenue is received through rental charges to user departments, grants and activities.

Overall revenues are roughly \$1.3 million or 84 percent of the annual budget. Fourth quarter revenues are largely associated with user rents and transfers and an Oregon State Park grant that was for paving at the Barnes Butte facility.

Expenditures through the fourth quarter are roughly 88 percent of the annual budget. All departments are running at or below budget at yearend. Debt service payments for the City Hall Department and Police Facility were made during the fourth quarter totaling \$100,000 and \$346,000 respectively. Capital outlay totaling roughly \$220,000 in the Barnes Butte Department was associated with trail paving.

Fund balance decreased roughly \$360,000 or -35 percent through yearend. FY 24 beginning fund balance is estimated at \$666,000.



City Hall on Flag Day in June 2023.

Building Facilities Fund – Continued

Revenue	Current Quarter			Year to Date			Annual Est. Annual Est.	Biennial Budget	Biennial Budget to Date	Biennial Budget %	Biennial Budget Remaining Balance
	Quarter Budget Est.	Actual	Quarter Budget %	Annual Budget Est.	Actual	Budget %					
Rent	\$ 57,825	\$ 56,650	98%	\$ 231,300	\$ 226,600	98%	\$ 4,700	\$ 451,300	\$ 446,600	99%	\$ 4,700
Transfers	214,875	216,875	101%	859,500	867,500	101%	(8,000)	1,995,700	2,003,700	100%	(8,000)
Miscellaneous	105,675	12,913	12%	422,700	18,842	4%	403,858	433,500	364,913	84%	68,587
Debt proceeds	-	-	-	-	-	-	-	986,800	986,811	100%	(11)
Intergovernmental	-	146,703	-	-	146,703	-	(146,703)	411,000	173,419	42%	237,581
Sale of Assets	-	-	-	-	-	-	-	-	335,230	-	(335,230)
Interest	1,375	7,220	525%	5,500	21,642	393%	(16,142)	10,000	24,834	248%	(14,834)
Total revenue	\$ 379,750	\$ 440,362	116%	\$ 1,519,000	\$ 1,281,286	84%	\$ 237,714	\$ 4,288,300	\$ 4,335,507	101%	\$ (47,207)
Expenditures											
City Hall facilities	\$ 57,950	\$ 149,483	258%	\$ 231,800	\$ 227,278	98%	\$ 4,522	\$ 1,509,100	\$ 1,407,485	93%	\$ 101,615
Police facilities	143,300	382,169	267%	573,200	533,439	93%	39,761	1,181,200	1,123,429	95%	57,771
CDBG - Sr. Center	-	-	-	-	-	-	-	15,000	14,966	100%	34
Public Works facilities	11,000	9,341	85%	44,000	42,452	96%	1,548	79,000	74,444	94%	4,556
Barnes Butte	252,300	241,053	96%	1,009,200	838,287	83%	170,913	1,323,300	1,162,332	88%	160,968
Contingency	-	-	-	828	-	-	-	828	-	-	-
Total expenditures	\$ 464,550	\$ 782,046	168%	\$ 1,859,028	\$ 1,641,456	88%	\$ 216,744	\$ 4,108,428	\$ 3,782,656	92%	\$ 324,944
Revenue over (under) expenditures	\$ (84,800)	\$ (341,684)	-	\$ (340,028)	\$ (360,170)	-35%	\$ 20,970	\$ 179,872			
Other requirements											
Debt service reserve	237,900	-	-	237,900	-	-	-	542,300	-	-	542,300
Beginning fund balance	577,928	1,026,217	178%	577,928	1,026,217	178%		362,428			
Ending fund balance	\$ 493,128	\$ 684,533	139%	\$ -	\$ 666,047	-		\$ -			

Notes: Supplemental budget done per resolution 1562 and prior supplemental budget per resolution 1529



Trail paving work was completed during the fourth quarter at Barnes Butte

Plaza Maintenance Fund

This fund accounts for the maintenance of the plaza joining City Hall and the Crook County Annex building. The county and the city maintain the plaza in a joint effort. Starting in 2005 the county was responsible for accounting for the maintenance of the plaza per a city and county agreement. The agreement has been revised and the city, starting FY 13, now assumes the responsibility of accounting for the plaza maintenance. Revenues are generated through a transfer from the city with matching monies from the county. Expenditures are for maintaining the landscaping, sidewalks and lighting.

Revenues are as anticipated with the contract stating that the fund balance is not to exceed \$50,000 with both the County and the City contributing equally.

Fourth quarter materials and services are for contracted grounds keeping.

FY 24 beginning fund balance is estimated to be roughly \$39,000.

Revenue	Current Quarter			Year to Date				Biennial Budget	Biennial Budget to Date	Biennial Budget %	Biennial Budget Remaining Balance
	Quarter Budget Est.	Actual	Quarter Budget %	Annual Budget Est.	Actual	Annual Est Budget %	Annual Est. Budget Balance				
Intergovernmental	\$ 2,500	\$ -	-	\$ 10,000	\$ 8,729	87%	\$ 1,271	\$ 20,000	\$ 18,729	94%	\$ 1,271
Interest	75	282	376%	300	863	288%	(563)	400	1,021	255%	(621)
Transfers	2,500	8,729	349%	10,000	8,729	87%	1,271	20,000	18,729	94%	1,271
Total revenue	\$ 5,075	\$ 9,011	178%	\$ 20,300	\$ 18,322	90%	\$ 1,979	\$ 40,400	\$ 38,480	95%	\$ 1,920
Expenditures											
Materials and services	\$ 3,500	\$ 1,867	53%	\$ 14,000	\$ 9,532	68%	\$ 4,469	\$ 43,000	\$ 18,466	43%	\$ 24,534
Transfers	500	500	100%	2,000	2,000	100%	-	4,000	4,000	100%	-
Contingency				18,902				18,802			
Total expenditures	\$ 4,000	\$ 2,367	59%	\$ 34,902	\$ 11,532	33%	\$ 4,469	\$ 65,802	\$ 22,466	34%	\$ 24,534
Revenue over (under) expenditures	\$ 1,075	\$ 6,644	20%	\$ (14,602)	\$ 6,790	21%	\$ (2,490)	\$ (25,402)			
Beginning fund balance	14,602	32,563	223%	14,602	32,563	223%		25,402			
Ending fund balance	\$ 15,677	\$ 39,207	250%	\$ -	\$ 39,353	-		\$ -			



Plaza on Flag Day in June 2023

Public Works Support Services Fund

This fund accounts for the activities of the Public Works management, support staff, fleet and vehicle maintenance costs. The primary source of revenue is charges to other funds for services.

Revenues at yearend are at roughly 97 percent of the annual budget and are largely associated with transfers for services from the streets, water and wastewater departments for public works. Overall, revenues are as anticipated with increases in interest revenue, the collection of ODOT STP exchange revenue and the annual transfer for engineering services taking place at the end of the year.

Expenditures came in at roughly 76 percent of the annual budget. Expenditures for support services and Public Works Fleet Support are under the annual budget. Budgeted capital expenditures for this fund were for a sander and new dump truck. The dump truck has been on order since October and is now expected to be delivered in the next fiscal year. This will require a budget adjustment for the next biennium.

Fund balance increased approximately \$227,000 at yearend with the timing of the dump truck expenditure being delayed. Estimated beginning fund balance for FY 24 is roughly \$782,000.

Revenue	Current Quarter			Year to Date				Biennial Budget	Biennial Budget to Date	Biennial Budget %	Biennial Budget Remaining Balance
	Quarter Budget Est.	Actual	Quarter Budget %	Annual Budget Est.	Actual	Annual Est Budget %	Annual Est. Budget Balance				
Intergovernmental	\$ 27,250	\$ 140,600	516%	\$ 109,000	\$ 140,600	129%	\$ (31,600)	\$ 220,000	\$ 251,631	114%	\$ (31,631)
Charges for services	583,075	634,325	109%	2,332,300	2,207,300	95%	125,000	4,640,600	4,515,600	97%	125,000
Interest	-	6,624	-	-	18,528	-	(18,528)	2,400	21,302	888%	(18,902)
Miscellaneous	1,575	20	1%	6,300	1,224	19%	5,076	14,000	8,943	64%	5,057
Debt Proceeds	-	-	-	-	-	-	-	183,300	184,940	101%	(1,640)
Total revenue	\$ 611,900	\$ 781,569	128%	\$ 2,447,600	\$ 2,367,652	97%	\$ 79,948	\$ 5,060,300	\$ 4,982,416	98%	\$ 77,884
Expenditures											
Public Works Support Services	\$ 482,075	\$ 438,971	91%	\$ 1,928,300	\$ 1,813,153	94%	115,147	\$ 3,805,000	\$ 3,689,970	97%	\$ 115,030
Public Works Fleet and Vehicles	117,850	82,171	70%	471,400	327,833	70%	143,567	1,025,200	886,378	86%	138,822
Contingency	-	-	-	418,638	-	-	-	438,738	-	-	-
Total expenditures	\$ 599,925	\$ 521,142	87%	\$ 2,818,338	\$ 2,140,986	76%	\$ 258,714	\$ 5,268,938	\$ 4,576,348	87%	\$ 253,852
Revenue over (under) expenditures	\$ 11,975	\$ 260,427	47%	\$ (370,738)	\$ 226,666	41%	\$ (178,766)	\$ (208,638)			
Beginning fund balance	370,738	554,962	150%	370,738	554,962	150%		208,638			
Ending fund balance	\$ 382,713	\$ 815,389	213%	\$ -	\$ 781,628	-		\$ -			



PW hard at work looking at plans in June 2023.

**RESOLUTION NO. 1573
CITY OF PRINEVILLE, OREGON**

**A RESOLUTION AUTHORIZING DEVELOPMENT AGREEMENT BETWEEN CITY
OF PRINEVILLE AND APPLE, INC.**

Whereas, Apple, Inc. (“Apple”) owns and operates a data center within Prineville city limits that requires significant fire suppression requirements necessitating certain improvements to improve water flow capacity to the property.

Whereas, Apple desires to have City of Prineville (“City”) procure materials and constructions services to construct, install, and maintain 6,665 linear foot water pipe consisting of 30 inch pipe (“Project”).

Whereas, City is willing to contract, install, and maintain the Project pursuant to a development agreement.

Whereas, City and Apple have negotiated a Waterline Project Agreement (“Agreement”), which is attached to this Resolution and incorporated herein.

Whereas, based on contributions from Vitesse, LLC, Apple has agreed to contribute thirty percent (30%) towards the Project and an additional Administrative Fee of ten percent (10%).

Whereas, City staff believes it is in the best interest of the City to approve and execute the Agreement.

Now, Therefore, the City of Prineville resolves that the Agreement attached to this Resolution between the City and Apple is hereby approved and that the Mayor is authorized and instructed to sign such Agreement on behalf of the City.

Approved by the City Council this ____ day of August, 2023.

Rodney J. Beebe, Mayor

ATTEST:

Lisa Morgan, City Recorder

WATERLINE PROJECT AGREEMENT
Between
City of Prineville and Apple, Inc.

This Waterline Project Agreement (“Agreement”) is made and entered into as of the date last written below (the “Effective Date”), by and between the **City of Prineville**, an Oregon municipal corporation (“City”) and **Apple Inc.**, a California corporation (“User”); each of City and User are “Party” and together, the “Parties.”

RECITALS

A. Whereas, User owns and operates a data center on real property located within City and generally depicted on Exhibit A, attached hereto and incorporated herein.

B. Whereas, the property generally depicted in Exhibit A has significant fire suppression needs, and the Parties desire to make certain improvements to improve water flow capacity in the area.

C. Whereas, User desires to have City procure materials and construction services to construct, install, and maintain a 2,240 linear foot water pipe consisting of 30 inch polyvinyl chloride (“PVC”) or high-density polyethylene (“HDPE”) pipe, which will run from a point approximately 150 lineal feet west of City of Prineville Heliport Well, south across Highway 126 to County land, then east to tie in with the existing 16” water main at Millican Road and improve service to the User’s property by improving fire flow capabilities and system redundancy in the event of a fire (“Project 1B”). Project 1B and anticipated approximate water delivery pressures to the User’s property is identified in the attached Exhibit B.

D. Whereas, User also desires to have City procure materials and construction services to construct, install, and maintain a 4,425 linear foot water pipe consisting of 30 inch PVC or HDPE pipe, which will run from the City of Prineville’s Airport Reservoir site to tie into the existing 18” watermain in Airport Way located between City of Prineville Airport Wells 1&2 and Heliport Well and improve service to the User’s property by improving fire flow capabilities and system redundancy in the event of a fire (“Project 2B,” collectively with Project 1B, the “Projects”). Project 2B and anticipated approximate water delivery pressures to the User’s property is identified in the attached Exhibit B.

E. Whereas, the general location of the Projects is depicted on Exhibit B, attached hereto and incorporated herein.

F. Whereas, Parametrix (the “Engineer”) has been contracted with to provide design and engineering services for the Projects.

G. Whereas, City has estimated that the total cost of Projects is SEVEN MILLION FOUR-HUNDRED SIXTY-FIVE THOUSAND, TWO-HUNDRED NINETEEN AND 57/100 DOLLARS (\$7,465,219.57), as more specifically set forth on Exhibit C, attached hereto and incorporated herein (“Total Project Cost”).

H. Whereas, City is willing to construct, install, and maintain the Projects.

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and agreements contained herein, including the Recitals which are incorporated herein by reference, which are relied upon by the Parties and which constitute part and parcel of this Agreement; and other good and valuable consideration the receipt and sufficiency of which are expressly acknowledged by the Parties, City and User hereby agree as follows:

1. Procurement. City will solicit and procure all materials and construction services necessary to construct, install, and maintain the Projects. City's solicitation and procurement process will include the solicitation of bids for purchase and installation of PVC or HDPE piping and ancillary materials for the Projects with pipe sizes consistent with the Recitals, although only one material type will be used to construct the Projects. All procurement activities must be conducted in accordance with Oregon's Public Contracting Code (ORS 279A, ORS 279B and ORS 279C), all applicable state and local contracting rules, and all applicable laws, rules and regulations including those relating to anti-corruption and anti-bribery.

2. Performance. City hereby agrees to complete and be responsible for the construction, installation, and maintenance of the Projects. During the course of each Project, City will:

2.1 Monitor the budget and schedule of each Project and promptly notify User of any anticipated changes to the budget or schedule of either Project and manage project budgets to assure the cost of the Projects is limited to the greatest extent possible;

2.2 Submit to User all applications for payment and invoices submitted by contractors and material suppliers for each Project;

2.3 Coordinate all testing and inspections required by third parties;

2.4 Promptly conduct all inspections City is obligated to perform; and

2.5 Organize and conduct a final inspection with User, the Engineer, and each Project's contractor to confirm that each Project (i) is entirely complete in accordance with the Project's design, plans, and specifications, (ii) has received all applicable project completion certificates, and (iii) can be utilized by User for its intended purpose (collectively, "Final Completion").

3. Approval Authority. City will not execute any change order, request for substitution, construction contract amendment or other document authorizing changes to either Project's cost, schedule, or scope without User's prior written consent. User shall be deemed to consent, however, to change orders User does not object to within fourteen (14) days following User's receipt of the change order, including a request for approval from the City and a reasonably detailed explanation of the need for the change order and the impact such change order may have on the applicable Project's scope, schedule or cost.

4. Performance Bond. Unless exempted under ORS 279C.390, City will ensure that the contractor for each Project provides a performance bond in accordance with ORS 279C.380.

The performance bond provided by the contractor must list User as an additional obligee and be in a form approved in writing by User.

5. Project Timelines. The Projects shall be completed in accordance with the design prepared by the Engineer and with applicable all laws, ordinances and regulations. City will strive to achieve Final Completion for the Projects no later than 14 months after agreement is fully executed.

6. Consideration. In consideration of City's performance, User hereby agrees to pay City:

6.1 Up to thirty percent (30%) of the Total Project Cost which will not exceed TWO MILLION TWO-HUNDRED THIRTY-NINE THOUSAND, FIVE HUNDRED SIXTY-FIVE AND 87/100 DOLLARS (\$2,239,565.87) ("User Project Cost Cap"); and

6.2 An administrative fee equal to the lesser of (a) ten percent (10%) of User's payments towards the Total Project Costs; or (b) TWO HUNDRED TWENTY-THREE THOUSAND NINE-HUNDRED FIFTY-SIX AND 58/100 DOLLARS (\$223,956.58).

7. Payment Schedule. City may submit to User an invoice no more than once each month consisting of (1) costs incurred for work actually completed and approved by the City that have not been previously reimbursed, and (2) an administrative fee equal to 10 percent (10%) of the applicable cost included in the invoice. Payment shall be made, following review and approval of the invoice submitted by City, within thirty (30) days after User's receipt of the invoice together with evidence of City's payment of the same along with reasonable supporting documentation. If User objects to the invoice submitted, User shall advise City in writing, giving reason therefore, within fifteen (15) days after User's receipt of said invoice and supporting documentation. City shall be able to submit to User invoices electronically to the following address: invoice.us@apple.com. If any portion of the work for which the City is seeking reimbursement does not substantially conform to the approved plans and specifications applicable thereto, and such non-conformance was not approved by User in writing, the existence of such non-conformity shall be an excuse to User's obligation to make applicable payment until such non conformity has been corrected to User's reasonable satisfaction.

Notwithstanding Section 6, in the event that City believes that User's portion of the Total Project Costs will exceed the User Project Cost Cap, City shall provide notice to User of its belief at least sixty (60) days before the User Project Cost Cap is expected to be exceeded. City will coordinate meetings among User, the Engineer, and the Project contractors to conduct value engineering analysis and explore opportunities for cost savings. Upon receiving a notice, User may elect to (1) suspend or terminate one or both Projects; (2) limit or modify the Projects; or (3) agree to amend the Agreement to increase the User Project Cost Cap. User shall notify City of its election no later than thirty (30) days from receiving notice from City. Upon receiving User's election, the Parties hereby agree to endeavor, in good faith, to make any amendments required to the Agreement. User shall have no obligation to fund amounts in excess of the User Project Cost Cap unless User affirmatively agrees to do so in a mutually executed amendment to this Agreement.

8. Progress Reports. City shall submit a progress report along with each monthly invoice that includes percentage completion data and summaries of progress for each Project based on their respective schedules and required dates of Final Completion. If the progress report indicates that either Project is not projected to achieve Final Completion by the date established in Section 5, then City will submit an acceleration plan summarizing the additional actions City will take to ensure completion in accordance with the date established in Section 5. In addition, at User's request, the City will provide oral reports and presentations to User on the progress of the Projects.

9. Disclaimer of Warranties. The City shall be responsible for enforcing all applicable warranties associated with the materials and construction services necessary to construct, install, and maintain the Projects; provided, however, City shall not be responsible for any warranties relating to the performance of the Engineer.

10. Compliance. The Parties shall comply with all applicable anti-corruption and anti-bribery laws and regulations. Neither Party shall directly or indirectly, pay, offer, promise to pay, or give anything of value to any person or entity, including an employee or official of a government, government controlled enterprise or company, or political party, with the reasonable knowledge that it will be used to obtain any improper benefit or to improperly influence any act or decision by such person or entity. Neither Party shall offer or accept bribes or kickbacks in any form.

10.1 Accurate Books and Records. The City will keep and maintain complete and accurate books and records in connection with its performance under this Agreement, including all costs applicable to the Projects, and will retain these records for at least five (5) years after final payment under this Agreement. Upon request, City shall make these books and records available to User.

10.2. Notice and Cooperation. If City becomes aware of any violation or suspected violation of the laws set forth in Section 10 (Compliance) in connection with the performance of this Agreement, it shall provide prompt written notice to User setting forth the relevant facts and circumstances. City and User shall cooperate in good faith to review any violations or suspected violations, including by providing reasonable access to all relevant information, including documentation. The City's failure to cooperate with User shall be deemed a material breach of this Agreement.

11. Term. Unless terminated by the Parties, the term of this Agreement shall expire on the later of (1) one (1) year after the date that Project 1B achieves Final Completion or (2) one (1) year after the date that Project 2B achieves Final Completion. All terms and provisions of this Agreement, which by their nature are intended to survive any termination or expiration of this Agreement, shall so survive.

12. Assignability of Agreement. Neither Party shall have the right to assign or transfer any of its rights or responsibilities hereunder to any person or entity without the other Party's prior written consent which may be given or withheld in such other Party's reasonable discretion.

13. Confidentiality. Subject to the requirements of Oregon’s Public Records Law (ORS 192), City shall not disclose at any time to any persons or entities any information that User identifies as confidential business information. If required by law to disclose confidential information, City shall redact or delete from the records it discloses, or makes available for inspection, all information designated by User as confidential. Promptly following City’s receipt of a request to inspect or disclose copies of public records relating to this Agreement or the Projects, City shall give written notice and a copy of the request to User. City shall not allow inspection or disclose copies of any records until User has had at least twenty-one (21) calendar days to determine whether to contest the right of the requestor to inspect or receive copies of the records.

14. Default; Remedy.

14.1 Default/Cure. The following shall constitute defaults on the part of a Party:

14.1.1 A breach of a material provision of this Agreement, whether by action or inaction of a Party which continues and is not remedied within ten (10) days after the other Party has given notice specifying the breach; provided that if such breach cannot with due diligence be cured within a period of ten (10) days, the cure period may be extended up to a total of thirty (30) days so long as the breaching Party diligently proceeds to affect a cure and the cure is accomplished within such longer period; or

14.1.2 Any assignment by a Party for the benefit of creditors, or adjudication as a bankruptcy, or appointment of a receiver, trustee, or creditor’s committee over a Party.

14.2 Remedies. Each Party shall have all available remedies at law or in equity to recover damages and compel the performance of the other Party pursuant to this Agreement. The rights and remedies afforded under this Agreement are not exclusive and shall be in addition to and cumulative with any and all rights otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different time, of any other such remedy for the same default or breach or of any of its remedies for any other default or breach of the other Party, including, without limitation, the right to compel specific performance.

15. Hold Harmless. The City agrees to indemnify and hold User harmless from any and all claims arising from the design, construction, maintenance and operation of the Projects.

16. Amendment or Termination of Agreement. This Agreement may be amended or terminated by the mutual consent of the Parties and their successors in interest.

17. Miscellaneous Provisions.

17.1.1 Notices. All notices, requests and demands to be made hereunder to the Parties hereto shall be made in writing to the addresses set forth below and shall be given by any of the following means: (a) by certified mail, return receipt requested, postage prepaid in the U.S. mail, (b) by personal delivery, or (c) by a nationally recognized overnight courier. If a notice is sent in the manner required by this Section above, it shall be deemed given upon receipt, refusal of

delivery by the intended recipient or failure of delivery due to incorrect delivery information provided by the intended recipient.

17.2 In the case of a notice or communication to User, address as follows:

Apple Inc.
One Apple Park Way, MS: 47-2 REF
Cupertino, CA 95014
Attn: Real Estate & Development

And a copy of any notices of breach or default to:

Apple Inc.
One Apple Park Way, MS 4-D LAW
Cupertino, CA 95014
Attn: Real Estate Counsel

In the case of a notice or communication to City, addressed as follows:

City of Prineville
387 NE Third Street
Prineville, OR 97754
Attn: City Engineer

With a copy to:

Jered Reid
35 SE C Street, Suite D
Madras, Oregon 97741

or addressed in such other way in respect to a Party as that Party may, from time to time, designate in writing dispatched as provided in this section.

17.3 Headings. Any titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

17.4 Waivers. No waiver made by either Party with respect to the performance, or manner or time thereof, of any obligation of the other Party or any condition inuring to its benefit under this Agreement shall be considered a waiver of any other rights of the Party making the waiver. No waiver by City or User of any provision of this Agreement or any breach thereof shall be of any force or effect unless in writing; and no such waiver shall be construed to be a continuing waiver.

17.5 Attorneys' Fees. In the event of a suit, action, arbitration, or other proceeding of any nature whatsoever, including, without limitation, any proceeding under U.S. Bankruptcy Code, is instituted to interpret or enforce any provision of this Agreement, or with respect to any

dispute relating to this Agreement, including, without limitation, any action in which a declaration of rights is sought or an action for rescission, the prevailing Party shall be entitled to recover from the losing Party its reasonable attorneys', paralegals', accountants', and other experts' fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the judge or arbitrator at trial or arbitration, as the case may be, or on any appeal or review, in addition to all other amounts provided by law. This provision shall cover costs and attorneys' fees related to or with respect to proceeding in Federal Bankruptcy Courts, including those related to issues unique to bankruptcy law.

17.6 Time of the Essence. Time is of the essence of this Agreement.

17.7 Choice of Law. This Agreement shall be interpreted under the laws of the State of Oregon.

17.8 Calculation of Time. All periods of time referred to herein shall include Saturdays, Sundays, and legal holidays in the State of Oregon, except that if the last day of any period falls on a Saturday, Sunday, or legal holiday in the State of Oregon, the period shall be extended to include the next day which is not a Saturday, Sunday, or such a holiday.

17.9 Construction. In construing this Agreement, singular pronouns shall be taken to mean and include the plural and the masculine pronoun shall be taken to mean and include the feminine and the neuter, as the context may require.

17.10 Severability. If any clause, sentence, or any other portion of the terms and conditions of this Agreement becomes illegal, null, or void for any reason, the remaining portions will remain in full force and effect to the fullest extent permitted by law.

17.11 Place of Enforcement. Any action or suit to enforce or construe any provision of this Agreement by any Party shall be brought in the Circuit Court of the State of Oregon for Crook County, or the United States District Court for the District of Oregon.

17.12 Good Faith and Reasonableness. The Parties intend that the obligations of good faith and fair dealing apply to this Agreement generally and that no negative inferences be drawn by the absence of an explicit obligation to be reasonable in any portion of this Agreement. The obligation to be reasonable shall only be negated if arbitrariness is clearly and explicitly permitted as to the specific item in question, such as in the case of a Party being given "sole discretion" or being allowed to make a decision in its "sole judgment."

17.13 Condition of City Obligations. All City obligations pursuant to this Agreement which require the expenditure of funds are contingent upon future appropriations by City as part of the local budget process. Nothing in this Agreement implies an obligation on City to appropriate any such monies. This condition may not, however, limit any remedies available to City or User under this Agreement.

17.14 Cooperation in the Event of Legal Challenge. In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the Parties agree to cooperate in defending such action.

17.15 Enforced Delay, Extension of Times of Performance. In addition to the specific provisions of this Agreement, performance by any Party shall not be in default where delays or default is due to war, insurrection, strikes, walkouts, riots, floods, drought, earthquakes, fires, casualties, acts of God, governmental restrictions imposed or mandated by governmental entities other than City, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulation, litigation or similar basis for excused performance which is not within reasonable control of the Party to be excused.

17.16 No Third-Party Beneficiaries. City and User and their successors and assigns 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 or indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

17.17 Other Necessary Acts. Each Party shall execute and deliver to the other all such further instruments and documents as may be reasonably necessary to carry out this Agreement in order to provide and secure to the other Parties the full and complete enjoyment of rights and privileges hereunder.

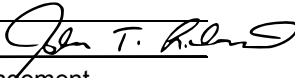
17.18 Entire Agreement. This Agreement represents the entire agreement between the Parties relating to the subject matter hereof. This Agreement alone fully and completely expresses the agreement of the Parties relating to the subject matter hereof. There are no other courses of dealing, understanding, agreements, representations, or warranties, written or oral, except as set forth herein.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

USER:

Apple Inc.,
a California corporation

By: Apple RE&D
Name: John Rickard III 
Its: Director of Project Management

Date: August 15, 2023

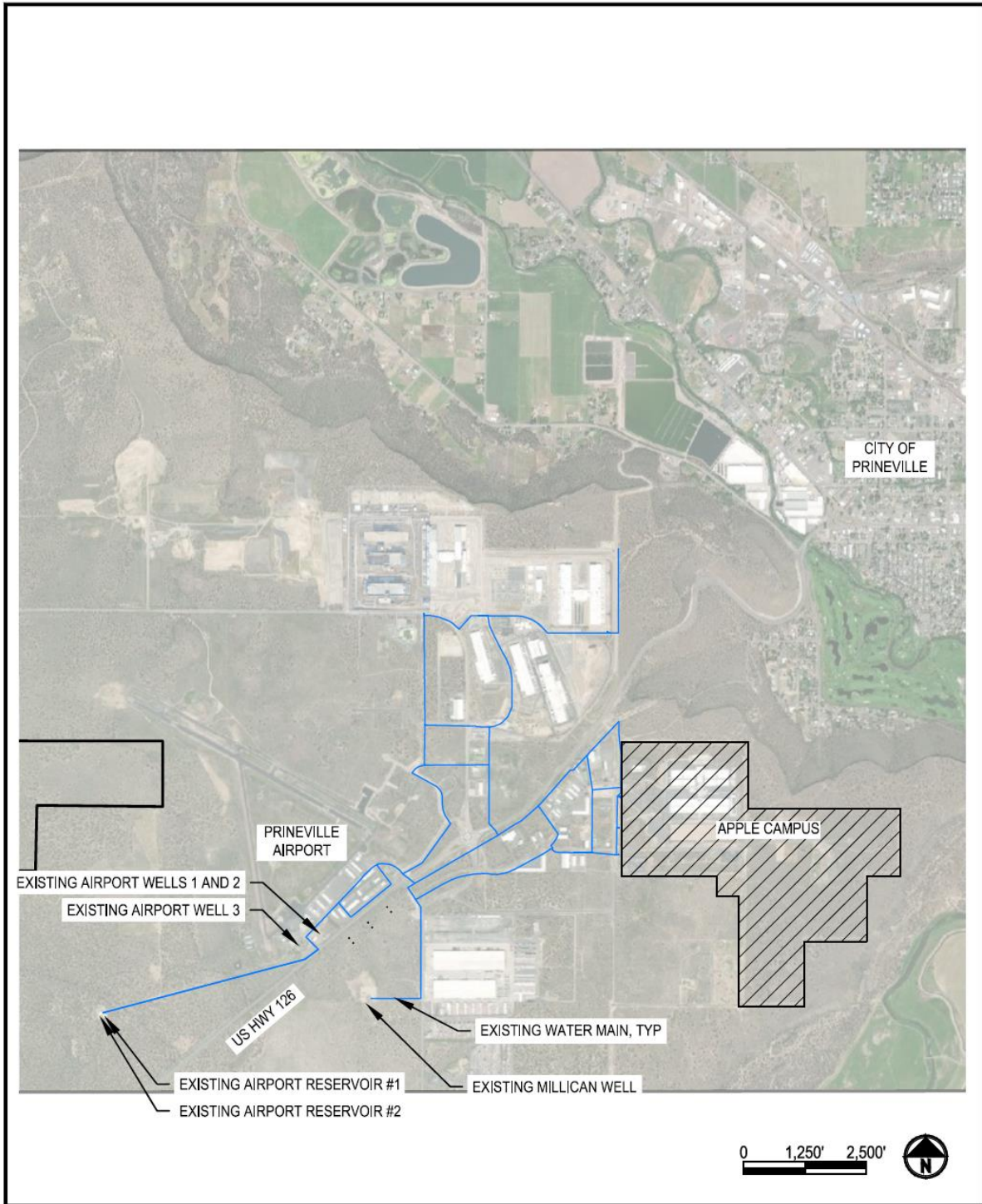
CITY:

City of Prineville, Oregon,
an Oregon municipal corporation

By: _____
Name: _____
Its: _____
Date: _____

Exhibit A

Map of Apple Property



Parametrix
ENGINEERING · PLANNING · ENVIRONMENTAL SCIENCES
150 NW PACIFIC PARK LANE, SUITE 110 | BEND, OR 97701
P 541.508.7710
WWW.PARAMETRIX.COM

Exhibit A - System Vicinity Map

DATE: April 5, 2023 FILE: 2977875015-EXHIBITA&D

Exhibit B Location of the Projects

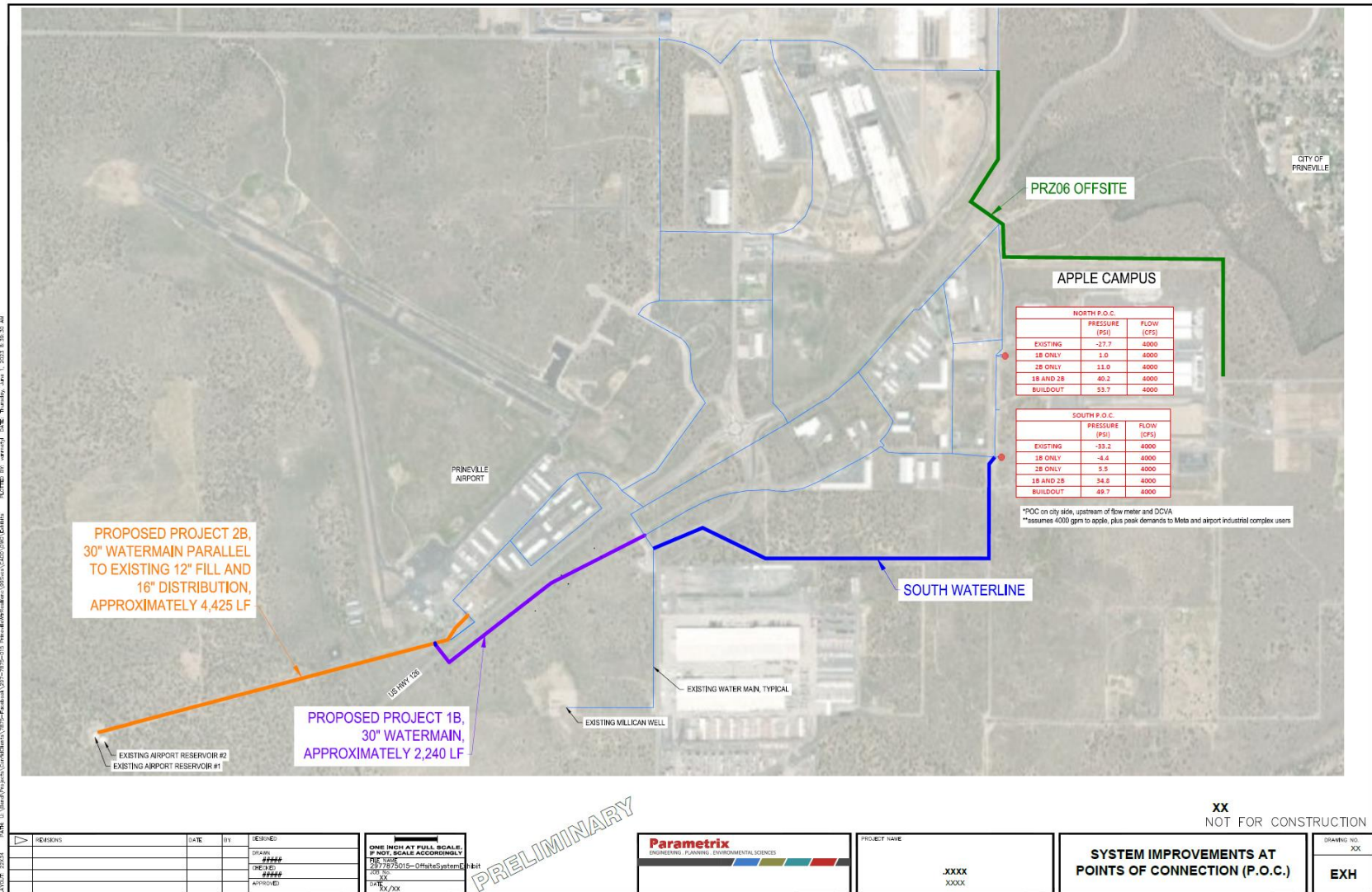


Exhibit B – Waterline Project Agreement Between
City of Prineville, Oregon and Apple Inc.

Exhibit C
Cost of the Projects

Project Name: Estimate Class: Estimate #:

Resiliency Project, City of Prineville

Contact:

Niall Boggs

E-Mail: NBoggs@parametrix.com

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	MOBILIZATION	1.00	LS	\$312,000.00	\$312,000.00
20	TEMPORARY WORK ZONE TRAFFIC CONTROL	1.00	LS	\$16,500.00	\$16,500.00
30	TRAFFIC CONTROL PLAN	1.00	LS	\$285.00	\$285.00
40	EROSION CONTROL	1.00	LS	\$34,500.00	\$34,500.00
50	CLEARING AND GRUBBING	1.00	LS	\$25,500.00	\$25,500.00
60	GENERAL EXCAVATION	1,000.00	CY	\$19.25	\$19,250.00
70	POLLUTION CONTROL PLAN	1.00	LS	\$285.00	\$285.00
80	CONSTRUCTION SURVEY WORK	1.00	LS	\$47,300.00	\$47,300.00
90	30" C900 DR 18 PIPE	6,631.00	LF	\$551.20	\$3,655,007.20
110	24" C900 DR 18 PIPE	151.00	LF	\$485.00	\$73,235.00
120	30" DUCTILE IRON PIPE	697.00	LF	\$454.50	\$316,786.50
130	12" DUCTILE IRON PIPE	34.00	LF	\$235.00	\$7,990.00
140	8" DUCTILE IRON	120.00	LF	\$190.00	\$22,800.00
150	6" DUCTILE IRON	38.00	LF	\$400.00	\$15,200.00
160	CONNECTION TO EXISTING WATER MAIN (MILLICAN)	1.00	EACH	\$135,000.00	\$135,000.00
170	CONNECTION TO EXISTING WATER MAIN (AIRPORT WAY)	1.00	EACH	\$56,500.00	\$56,500.00
180	TAPS AT RESERVOIR	1.00	LS	\$23,750.00	\$23,750.00
190	30" BUTTERFLY VALVE	6.00	EACH	\$29,250.00	\$175,500.00
191	24" BUTTERFLY VALVE	2.00	EA	\$24,500.00	\$49,000.00
210	12" BUTTERFLY VALVE	3.00	EACH	\$4,225.00	\$12,675.00
220	8" GATE VALVE	2.00	EACH	\$2,980.00	\$5,960.00
230	6" GATE VALVE	9.00	EACH	\$2,120.00	\$19,080.00
240	12" X 6" REDUCER	5.00	EACH	\$1,060.00	\$5,300.00
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
250	12" X 8" REDUCER	1.00	EACH	\$1,200.00	\$1,200.00
260	30" X 16" REDUCER	1.00	EACH	\$14,500.00	\$14,500.00
270	HYDRANT	7.00	EACH	\$5,390.00	\$37,730.00
280	30" 22.5 DEGREE BEND	6.00	EACH	\$14,150.00	\$84,900.00
290	30" 11.25 DEGREE BEND	2.00	EACH	\$14,150.00	\$28,300.00
300	30" 90 DEGREE BEND	2.00	EACH	\$14,150.00	\$28,300.00
310	8" 90 DEGREE BEND	3.00	EACH	\$850.00	\$2,550.00
311	24" 90 DEGREE BEND	1.00	EA	\$9,500.00	\$9,500.00
315	16" 90 DEGREE BEND	2.00	EA	\$4,900.00	\$9,800.00
320	30" TEE	3.00	EACH	\$19,880.00	\$59,640.00
321	30" X 24" TEE	1.00	EA	\$19,880.00	\$19,880.00
322	30" X 8" TEE	1.00	EA	\$19,880.00	\$19,880.00

323	30" X 6" TEE	11.00	EA	\$19,880.00	\$218,680.00
325	30" X 12" REDUCER	2.00	EA	\$14,485.00	\$28,970.00
330	30" X 12" REDUCING TEE	3.00	EACH	\$19,880.00	\$59,640.00
331	24" X 12" REDUCER	3.00	EA	\$10,700.00	\$32,100.00
340	30" END CAP	2.00	EACH	\$6,800.00	\$13,600.00
341	30" X 4" TAP CAP	2.00	EA	\$6,800.00	\$13,600.00
342	24" TEE	2.00	EA	\$13,000.00	\$26,000.00
351	12" END CAP	2.00	EACH	\$835.00	\$1,670.00
352	8" END CAP	2.00	EACH	\$585.00	\$1,170.00
380	AIR REALEASE VALVE	3.00	EACH	\$3,975.00	\$11,925.00
390	4" BLOW OFF VALVE ASSEMBLY	2.00	EACH	\$5,840.00	\$11,680.00
391	6" LOW POINT BLOW OFF ASSEMBLY	3.00	EA	\$11,180.00	\$33,540.00
392	6" BLOW OFF ASSEMBLY (DEAD END)	3.00	EA	\$8,750.00	\$26,250.00
393	2" DEAD END BLOW OFF W/ YARD HYDRANT ASSY	3.00	EA	\$3,750.00	\$11,250.00
400	GRAVEL ACCESS ROAD	3,050.00	TON	\$21.50	\$65,575.00
410	48" BORE AND CASING	90.00	LF	\$2,275.00	\$204,750.00
430	PUSH PIT PIT	500.00	CY	\$78.75	\$39,375.00
440	RECEIVING PIT	250.00	CY	\$139.00	\$34,750.00

Subtotal \$6,180,108.70
10% Construction Contingency \$618,010.87
Construction total \$ 6,798,119.57

450	EASEMENTS	1.00	LS	\$667,100.00	\$667,100.00
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Grand Total \$ 7,465,219.57
Apple 30% \$ 2,239,565.87



STAFF REPORT

MEETING DATE: 8/22/2023

PREPARED BY: Casey Kaiser

SECTION: Resolutions

DEPARTMENT: Public Works

CITY GOAL(S): Provide Quality Municipal Services, Community Safety

SUBJECT: Resolution 1574 authorizing the Cooperative Improvement (UTILITY) Agreement with ODOT to resolve city utility conflicts for the ODOT US 26 Meadow Lakes Drive to Combs Flat Rd (the 3rd Street) Project.

REASON FOR CONSIDERATION: To authorize an agreement with ODOT for construction work resolving conflicts with city utilities to be included in ODOT's main contract for the construction of the 3rd Street Project. The agreement includes resolving those conflicts that are more efficiently resolved during the course of constructing the main project by the contractor performing that work.

BACKGROUND: In 2019 City Council authorized a Cooperative Improvement Agreement with ODOT to work jointly on a series of improvements to US 26 through Prineville's core that included upgrading the signal interconnect and a series of pedestrian safety improvements. Since that time the City has been able to add in some significant upgrades/improvements to the stormwater facilities in the project area as well.

ODOT is going out to bid for the 3rd Street Project in Aug/Sep of 2023. That project will include installing storm drain facilities, traffic signals, ADA ramps, and other pedestrian safety improvements. The City is required to move or relocate utilities that are in conflict with the ODOT improvements being installed in ODOT right of way as part of the project. City Public Works teams will perform the work of relocating or removing utilities to resolve many of the conflicts prior to ODOT's contractor beginning work on the project. The proposed agreement is for those conflicts that can be more practically or efficiently completed by ODOT's contractor during the actual construction of the 3rd Street Project. While the utility conflicts identified in the proposed agreement will be completed by ODOT's contractor, the City is still responsible for the costs. The proposed agreement obligates ODOT and their contractor to perform the identified utility conflict resolution, and the city to reimburse ODOT for the costs associated with that work.

FISCAL IMPACT: The maximum fiscal impact of the agreement is \$308,9123.87. Utility conflicts were estimated conservatively and therefore the fiscal impact may be less than the total obligation.

RECOMMENDATION: Staff recommends approval of Resolution 1574 approving the Cooperative Improvement (utility) agreement with ODOT for the US26: Meadow Lakes Dr. – Combs Flat Rd. Project.

RELATED DOCUMENT(S): Resolution 1574, Cooperative Improvement (utility) agreement with ODOT

**RESOLUTION NO. 1574
CITY OF PRINEVILLE, OREGON**

**A RESOLUTION APPROVING A COOPERATIVE IMPROVEMENT AGREEMENT WITH THE STATE
OF OREGON DEPARTMENT OF TRANSPORTATION**

Whereas, the City of Prineville (“City”) and the State of Oregon, acting by and through its Department of Transportation (“ODOT”) have negotiated an agreement titled “Cooperative Improvement Agreement” (“Agreement”) for a project within Prineville, Oregon consisting of waterline work and pothole exploration.

Whereas, US Highway 26 is part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission (“OTC”).

Whereas, by the authority granted in ORS 190.110, 366.572, and 366.576, ODOT may enter into cooperative agreements with counties, cities and units of local governments for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.

Whereas, ODOT, by ORS 366.220, is vested with complete jurisdiction and control over roadways of other jurisdictions taken for state highway purposes. By the authority granted by ORS 373.020, the jurisdiction extends from curb to curb, or, if there is no regular established curb, then control extends over such portion of the right of way as may be utilized by ODOT for highway purposes. Responsibility for and jurisdiction over all other portions of a city street remain with the City.

Whereas, by the authority granted in ORS 366.425, ODOT may accept deposits of money or an irrevocable letter of credit from any county, city, road, district, person, firm, or corporation for the performance of work on any public highway within the State of Oregon.

Whereas, ODOT is conducting a project on US Highway 26 to upgrade traffic signals, stormwater infrastructure, and ADA ramps. City has requested that ODOT relocated City’s non-reimbursable waterlines and pothole exploration.

Whereas, City Staff believes it is in the best interest of the City to approve and execute the Agreement.

NOW, THEREFORE, the City of Prineville resolves that the attached Agreement is hereby approved and that the Mayor and City Manager are authorized to sign such Agreement on behalf of the City.

Approved by the City Council this ____ day of August, 2023.

Rodney J. Beebe, Mayor

ATTEST:

Lisa Morgan, City Recorder

COOPERATIVE IMPROVEMENT (UTILITY) AGREEMENT
Project Name US26: Meadow Lakes Dr – Combs Flat Rd (Prineville)

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State or ODOT;" and the **City of Prineville**, acting by and through its elected officials, hereinafter referred to as "Agency or City," both herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. US26, is a part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission (OTC).
2. By the authority granted in Oregon Revised Statutes (ORS) [190.110](#), [366.572](#) and [366.576](#), ODOT may enter into cooperative agreements with counties, cities and units of local governments for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.
3. ODOT, by ORS [366.220](#), is vested with complete jurisdiction and control over the roadways of other jurisdictions taken for state highway purposes. By the authority granted by ORS [373.020](#), the jurisdiction extends from curb to curb, or, if there is no regular established curb, then control extends over such portion of the right of way as may be utilized by ODOT for highway purposes. Responsibility for and jurisdiction over all other portions of a city street remains with City.
4. By the authority granted in ORS [366.425](#), ODOT may accept deposits of money or an irrevocable letter of credit from any county, city, road district, person, firm, or corporation for the performance of work on any public highway within the State of Oregon. When said money or a letter of credit is deposited, ODOT shall proceed with the Project. Money so deposited shall be disbursed for the purpose for which it was deposited.
5. ODOT is conducting a project on US26 to upgrade traffic signals, stormwater infrastructure, and ADA ramps. City has requested that ODOT relocate City's non-reimbursable waterlines and pothole exploration, as described in the attached Exhibit B ("Cost Estimate").

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. Under such authority, ODOT and City agree that ODOT or its contractor shall perform waterline work and pothole exploration, as required to complete ODOT's pavement preservation project. ODOT's completion of City's waterline work and pothole exploration work shall hereinafter be referred to as "Project." The location of the Project is approximately as shown on the sketch map attached hereto, marked Exhibit A, and by this reference made a part hereof. City's waterline work and pothole exploration work is described in Exhibit B, attached hereto and by this reference made a part hereof.
2. The Project will be financed at an estimated cost of \$308,923.87 in City funds. The estimate for the total Project cost is subject to change. If costs increase beyond that amount, City shall pay only that amount added to this Agreement by written amendment. City shall be responsible for the cost of the Project, pursuant to the terms of this Agreement.
3. City and ODOT shall coordinate Change Order(s) affecting the Utility's facilities. The fillable Contract Change Order, form 734-1169, is available at the following web site:

[Highway - Construction Section ODOT Construction Forms](#)
4. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate upon completion of the Project and final payment or ten (10) calendar years following the date all required signatures are obtained, whichever is sooner.

CITY OBLIGATIONS

1. City grants ODOT the right to enter onto City right of way for the performance of duties as set forth in this Agreement.
2. City shall upon receipt of a fully executed copy of this Agreement and upon a subsequent letter of request from ODOT, forward to ODOT an advance deposit or irrevocable letter of credit in the amount of \$308,923.87 for the Project, said amount being equal to the estimated total cost for the work performed by ODOT at City's request under ODOT Obligations, paragraph 2. City agrees to make additional deposits as needed upon request from ODOT. Depending upon the timing of portions of the Project to which the advance deposit contributes, it may be requested by ODOT prior to Preliminary Engineering, purchase of right of way, or approximately 4-6 weeks prior to Project bid opening.
3. Upon completion of the Project and receipt from ODOT of an itemized statement of the actual total cost of ODOT's participation for the Project, City shall pay any amount which, when added to City's advance deposit, will equal 100 percent of actual total ODOT costs for the Project. Any portion of said advance deposit which is in excess of the ODOT's total costs will be refunded or released to City.

4. All City waterline work and pothole exploration work installed by ODOT or its contractor will require inspections by City. City personnel will work directly with ODOT personnel. City shall not contact or communicate with ODOT's contractor without ODOT's consent. City will provide all necessary documentation to ODOT. ODOT shall present to City any Contract Change Order for review and written approval by City.
5. City acknowledges and agrees that ODOT, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of City which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment (or completion of Project -- if applicable.) Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by ODOT.
6. Agency, if a City, by execution of Agreement, gives its consent as required by ORS 373.030(2) and ORS 105.760 to any and all changes of grade within City limits, and gives its consent as required by ORS 373.050(1) to any and all closure of streets intersecting the highway, if any there be in connection with or arising out of the Project covered by the Agreement.
7. City's Project Manager for this Project is Casey Kaiser, Public Works Director, 387 NE 3rd St Prineville OR 97754, 541-447-8338, ckaiser@cityofprineville.com, or assigned designee upon individual's absence. City shall notify the other Party in writing of any contact information changes during the term of this Agreement.

ODOT OBLIGATIONS

1. ODOT, or its consultant, shall conduct the necessary field surveys, environmental studies, traffic investigations, preliminary engineering and design work required to produce and provide final plans, specifications and cost estimates for the Project; identify and obtain all required permits; perform all construction engineering, including all required materials testing and quality documentation; prepare all bid and contract documents; advertise for construction bid proposals; award all contracts; pay all contractor costs, provide technical inspection, project management services and other necessary functions for sole administration of the construction contract entered into for this Project.
2. ODOT shall, upon execution of the agreement, forward to City a letter of request for an advance deposit or irrevocable letter of credit in the amount of \$308,923.87 for payment of City's waterline work and pothole exploration work. Requests for additional deposits shall be accompanied by an itemized statement of expenditures and an estimated cost to complete Project.
3. Upon completion of the Project, ODOT shall either send to City a bill for the amount which, when added to City's advance deposit, will equal 100 percent of the total ODOT costs for Project or ODOT will refund to City any portion of said advance deposit which is in excess of the total ODOT costs for Project.

4. ODOT shall perform the service under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholdings.
5. All employers, including ODOT, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS [656.017](#) and provide the required Workers' Compensation coverage unless such employers are exempt under ORS [656.126](#). Employers Liability insurance with coverage limits of not less than \$500,000 must be included. ODOT shall ensure that each of its contractors complies with these requirements.
6. ODOT shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS [279C.505](#), [279C.515](#), [279C.520](#), [279C.530](#) and [279B.270](#) incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, ODOT expressly agrees to comply with (i) [Title VI of Civil Rights Act of 1964](#); (ii) [Title V and Section 504 of the Rehabilitation Act of 1973](#); (iii) the [Americans with Disabilities Act of 1990](#), as amended, and ORS [659A.142](#); (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
7. ODOT's Project Manager for this Project is Nicole Frankl, State Utility Liaison, ODOT – Technical Services, 4040 Fairview Ind. Drive SE, MS#2 Salem OR 97302, 503-385-6594, UtilityandRailProgra@odot.oregon.gov, or assigned designee upon individual's absence. ODOT shall notify the other Party in writing of any contact information changes during the term of this Agreement.

GENERAL PROVISIONS

1. This Agreement may be terminated by either Party upon thirty (30) days notice, in writing and delivered by certified mail or in person.
2. Either Party may terminate this Agreement effective upon delivery of written notice to the other Party, or at such later date as may be established by that Party, under any of the following conditions:
 - a. If the other Party fails to provide the services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If the other Party fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from the other Party fails to correct such failures within ten (10) days or such longer period as the other Party may authorize.

- c. If either Party fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow that Party, in the exercise of its reasonable administrative discretion, to continue to advance this Project or the terms of this Agreement.
 - d. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or City is prohibited from paying for such work from the planned funding source.
3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
4. 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 ODOT or City 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 liability with respect to the Third Party Claim.
5. With respect to a Third Party Claim for which ODOT is jointly liable with City (or would be if joined in the Third Party Claim), ODOT 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 City in such proportion as is appropriate to reflect the relative fault of ODOT on the one hand and of City 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 ODOT on the one hand and of City 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. ODOT'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 ODOT had sole liability in the proceeding.
6. With respect to a Third Party Claim for which City is jointly liable with ODOT (or would be if joined in the Third Party Claim), City 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 ODOT in such proportion as is appropriate to reflect the relative fault of City on the one hand and of ODOT 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 City on the one hand and of ODOT 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. City'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.

7. 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.
8. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
9. This Agreement and attached exhibits constitute 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. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of ODOT to enforce any provision of this Agreement shall not constitute a waiver by ODOT of that or any other provision.
10. Electronic Signatures. The Parties agree that signatures showing on PDF documents, including but not limited to PDF copies of the Agreement and amendments, submitted or exchanged via email are "Electronic Signatures" under ORS Chapter 84 and bind the signing Party and are intended to be and can be relied upon by the Parties. ODOT reserves the right at any time to require the submission of the hard copy originals of any documents.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

SIGNATURE PAGE TO FOLLOW

City of Prineville/ODOT
Agreement No.73000-00022648

City of Prineville, by and through its elected officials

By _____

Title _____

Date _____

LEGAL REVIEW APPROVAL (If required in City's process)

By _____
City Legal Counsel

Date _____

City Contact:

Casey Kaiser, Public Works Director
387 NE 3rd St
Prineville OR 97754
541-447-8338
ckaiser@cityofprineville.com

ODOT Contact:

Nicole Frankl
State Utility and Rail Liaison
ODOT – Technical Services
4040 Fairview Ind. Drive SE MS#2
Salem OR 97302
503-986-3658
utilityandrailprogra@odot.oregon.gov

STATE OF OREGON, by and through its Department of Transportation

By _____

Date _____

APPROVAL RECOMMENDED

By _____
State Utility and Rail Liaison

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____
Assistant Attorney General (If Over \$150,000)

Date _____

EXHIBIT A – Project Location Map

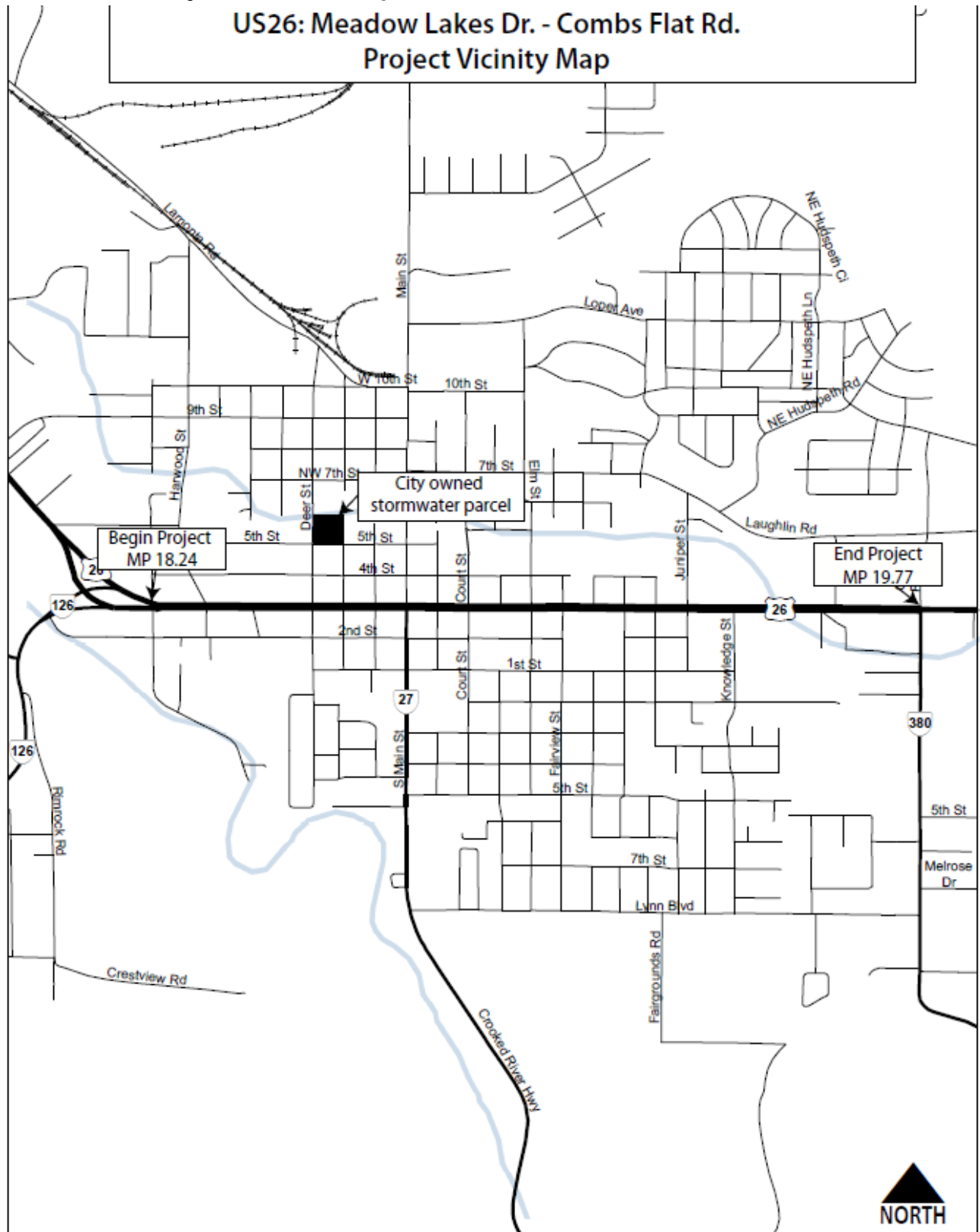


EXHIBIT B – Cost Estimate

Item	Quantity	Unit Cost	Total
POTHOLE EXPLORATION	11	\$1,000.00	\$11,000.00
8" CONNECTION TO 8" EXISTING MAIN	4	\$3,100.00	\$12,400.00
12" CONNECTION TO 12" EXISTING MAIN	14	\$4,000.00	\$56,000.00
8" DUCTILE IRON PIPE w/ RESTRAINED JOINTS AND CLASS B BACKFILL (LF)	80	\$215.00	\$17,200.00
12" DUCTILE IRON PIPE w/ RESTRAINED JOINTS AND CLASS B BACKFILL (LF)	293	\$240.00	\$70,320.00
DUCTILE IRON PIPE BEND, 8"	8	\$850.00	\$6,800.00
DUCTILE IRON PIPE BEND, 12"	28	\$1,400.00	\$39,200.00
DUCTILE IRON PIPE COUPLING, 8"	4	\$740.00	\$2,960.00
DUCTILE IRON PIPE COUPLING, 12"	14	\$1,100.00	\$15,400.00
8" INCH GATE VALVE	1	\$2,100.00	\$2,100.00
RECONNECTING EXISTING HYDRANTS	2	\$5,000.00	\$10,000.00
TRENCH RESURFACING (SY)	120.7	\$116.46	\$14,056.56
Mobilization		10%	\$25,743.66
TPDT		10%	\$25,743.66
Total			\$308,923.87

**RESOLUTION NO. 1575
CITY OF PRINEVILLE, OREGON**

**A RESOLUTION ADOPTING RATE SCHEDULE CORRECTION FOR RESOLUTION
1569**

- A. The City Council approved Resolution 1569, A Resolution Approving Rate Increase for Solid Waste Franchisee Services on July 11, 2023.
- B. The schedule approved in that Resolution included rates for Crook County that were not applicable to the City of Prineville, which should be corrected for administrative purposes.
- C. Attached to this Resolution is the schedule exclusive to the City of Prineville.

NOW, THEREFORE, the City of Prineville resolves that the attached schedule shall replace the schedule set out on Resolution 1569.

Approved by the City Council this ____ day of August, 2023.

Rodney J. Beebe, Mayor

ATTEST:

Lisa Morgan, City Recorder

Garbage		8/1/2023
CODE	SVC	NEW rate 10% PI
433100	35 SO weekly	\$17.38
433105	35 SO EOW	
433110	35 SO E4W	\$11.70
433120	35 CO weekly- city 70+ or disabled	\$17.38
433125	35 CO EOW- city 70+ or disabled	
433130	35 CO E4W- city 70+ or disabled	\$11.70
436100	65 SO weekly	\$27.50
436105	65 SO EOW	
436110	65 SO E4W	\$16.13
436120	65 CO weekly- city 70+ or disabled	\$27.50
436125	65 CO EOW- city 70+ or disabled	
436130	65 CO E4W- city 70+ or disabled	\$16.13
439100	95 SO weekly	\$35.65
439105	95 SO EOW	
439110	95 SO E4W	\$22.44
439120	95 CO weekly- city 70+ or disabled	\$35.65
439125	95 CO EOW- city 70+ or disabled	
439130	95 CO E4W- city 70+ or disabled	\$22.44
430110	1yd temp-3 days	\$49.72
430115	1 1/2yd temp-3 days	\$90.93
430170	Additional temp days	\$2.88
Recycling		
CODE	SVC	
420100	95 recycle	

420110	95 CO recycle	
420115	addt'l 95 recycle	\$1.32
420125	Yard Debris EOW	\$18.18
420130	Yard Debris E4W	\$12.12
	Yd April - November	
420210	SWL (per each 35RC)	\$6.06
443200	LEED Billing	\$242.46
420280	1 1/2yd occ	\$14.06
420290	2yd occ	\$28.11
420300	3yd occ	\$28.11
420310	4yd occ	\$42.16
420320	5yd occ	\$42.16
420330	6yd occ	\$42.16
420340	8yd occ	\$56.21 Existing Customers Only
421010	10yd rec monthly rental	DO NOT USE
421015	15yd rec monthly rental	DO NOT USE
421020	20yd rec monthly rental	DO NOT USE
421030	30yd rec monthly rental	DO NOT USE
421040	40yd rec monthly rental	DO NOT USE
422000	Rec haul fee	DO NOT USE
422100	Rec truck time per hour	DO NOT USE

Commercial

CODE	SVC	
400100	1yd 1xweek	\$74.56
400110	1yd 2xweek	\$125.24

400120	1yd 3xweek	\$172.57
400130	1yd 4xweek	\$223.23
400140	1yd 5xweek	\$274.16
400150	1 1/2yd 1xweek	\$94.66
400160	1 1/2yd 2xweek	\$164.49
400170	1 1/2yd 3xweek	\$234.33
400180	1 1/2yd 4xweek	\$304.08
400190	1 1/2yd 5xweek	\$386.06
400200	2yd 1xweek	\$119.59
400210	2yd 2xweek	\$221.12
400220	2yd 3xweek	\$316.24
400230	2yd 4xweek	\$411.80
400240	2yd 5xweek	\$506.86
400250	3yd 1xweek	\$155.51
400260	3yd 2xweek	\$296.14
400270	3yd 3xweek	\$374.42
400280	3yd 4xweek	\$498.75
400290	3yd 5xweek	\$565.03
400300	4yd 1xweek	\$189.38
400310	4yd 2xweek	\$350.19
400320	4yd 3xweek	\$466.30
400330	4yd 4xweek	\$606.62
400340	4yd 5xweek	\$746.94
400350	5yd 1xweek	\$234.89
400360	5yd 2xweek	\$437.41
400370	5yd 3xweek	\$543.02
400380	5yd 4xweek	\$706.64
400390	5yd 5xweek	\$929.96
400400	6yd 1xweek	\$280.41
400410	6yd 2xweek	\$520.53
400420	6yd 3xweek	\$649.47
400430	6yd 4xweek	\$845.48
400440	6yd 5xweek	\$1,041.47

401000	1yd special mt	\$22.28
401010	1 1/2yd special mt	\$28.33
401020	2yd special mt	\$38.43
401030	3yd special mt	\$50.58
401040	4yd special mt	\$57.13
401050	5yd special mt	\$71.24
401060	6yd special mt	\$85.31

Commercial Bins	
CODE	SVC
401005	1yd Will call
401015	1 1/2yd Will call
401025	2yd Will call
401035	3yd Will call
401045	4yd Will call
401055	5yd Will call
401065	6yd Will call
400105	1yd E4W
400155	1 1/2yd E4W
400205	2yd E4W
400265	3yd E4W
400305	4yd E4W
400355	5yd E4W
400405	6yd E4W
400115	1yd EOW
400165	1 1/2yd EOW

\$18.27
\$21.32
\$24.37
\$27.40
\$30.45
\$33.49
\$36.54
\$27.19
\$34.71
\$42.21
\$54.18
\$66.13
\$78.11
\$90.07
\$45.04
\$61.46

Will call monthly rent plus special empty charge
Will call monthly rent plus special empty charge
Will call monthly rent plus special empty charge
Will call monthly rent plus special empty charge
Will call monthly rent plus special empty charge
Will call monthly rent plus special empty charge
Will call monthly rent plus special empty charge

400215	2yd EOW	\$77.89
400275	3yd EOW	\$107.70
400315	4yd EOW	\$137.51
400365	5yd EOW	\$167.33
400415	6yd EOW	\$197.13

Roll-offs/INDUSTRIAL	
CODE	SVC
410110	10yd monthly rental - perm
410115	15yd monthly rental - perm
410120	20yd monthly rental - perm
410130	30yd monthly rental - perm
410140	40yd monthly rental -perm
410210	10yd yearly rental - existing cust
410215	15yd yearly rental - existing cust
410220	20yd yearly rental - existing cust
410230	30yd yearly rental - existing cust
410240	40yd yearly rental - existing cust
410310	10yd rental - temp
410315	15yd rental - temp
410320	20yd rental - temp
410330	30yd rental - temp
410340	40yd rental - temp
410500	Set-up fee
410510	Haul Fee

\$123.64 per month
 \$139.10 per month
 \$154.55 per month
 \$185.47 per month
 \$216.39 per month
 \$86.55 per month
 \$97.78 per month
 \$108.20 per month
 \$129.83 per month
 \$151.48 per month
 \$170.97 now per month
 \$192.39 now per month
 \$213.80 now per month
 \$256.63 now per month
 \$299.12 now per month
 \$49.17
 \$100.02

410520	Truck time per hour	
410525	Truck & Trailer time per hour	
410700	Disposal fee	\$69.22 per ton
411000	Inactive Box/Minimum Lift Fee	\$98.83
411010	Relocate box fee (county+time)	\$66.29
	Dry Run	\$50.01

Extras

CODE	SVC	
440000	Senior Citizen Discount	
440010	Extra Trash per can/bag	\$4.85
440020	Extra Trash per yard	\$18.83
440030	Lawn Debris per can/bag	\$4.85
440060	Garbage or glass in recycle cart	\$13.08
440070	1yd occ contaminated with trash	\$22.27
440080	1 1/2yd occ contaminated with trash	\$28.32
440090	2yd occ contaminated with trash	\$38.43
440100	3yd occ contaminated with trash	\$50.58
440110	4yd occ contaminated with trash	\$57.14
440120	5yd occ contaminated with trash	\$71.24
440130	6yd occ contaminated with trash	\$85.31
440140	8yd occ contaminated with trash	\$109.24

Fees

CODE	SVC	
444000	Go back fee	\$9.94
445000	Stop svc fee-delinquent	\$38.50

445020	RC Rental	\$6.79
445030	NSF check fee	\$35.31
445040	Collection fee	\$11.77
445050	Comm cont pull fee	\$64.74
447000	35 RC purchase (lost/stolen)	\$58.85
447010	65 RC purchase (lost/stolen)	\$64.74
447020	95 RC purchase (lost/stolen)	\$70.62
447100	Equipment damage (per hr + parts)	\$88.28
447110	Locking Lids F/L	\$6.06
447120	Locking Lids Roll Carts	\$1.21
447130	Roll Off Lids Standard	\$12.12
447140	Roll Off Lids High Risk	\$30.31

**RESOLUTION NO. 1576
CITY OF PRINEVILLE, OREGON**

**A RESOLUTION APPROVING FIRST AMENDMENT TO SUBGRANT AGREEMENT
WITH CROOK COUNTY FOR CORONAVIRUS STATE FISCAL RECOVERY FUND
GRANT AGREEMENT NO. PO-73000-00006939**

Whereas, on September 13, 2022, the City of Prineville (“City”) and Crook County (“County”) entered into a Sub-Grant Agreement, which provided the City a grant of \$9,400,000.00 for the Combs Flat Road Extension Project as a result of the Coronavirus State Fiscal Recovery Fund (“Fund”).

Whereas, a Sub-Grant Agreement was required because the Fund had to be distributed to an Oregon County rather than a municipality.

Whereas, The Oregon Department of Transportation has distributed to the County an Amendment to the original Grant Agreement No. PO073000-00006939 which amends the audit requirements.

Whereas, Crook has prepared a First Amendment to Sub-Grant Agreement, attached hereto and incorporated herein.

Whereas, City staff believes it is in the best interest of the City to approve and execute the First Amendment to Sub-Grant Agreement.

NOW, THEREFORE, the City of Prineville resolves that the First Amendment to Sub-Grant Agreement is hereby approved and that the City Manager is authorized to sign such Amendment to Sub-Grant Agreement on behalf of the City.

Approved by the City Council this ____ day of August, 2023.

Rodney J. Beebe, Mayor

ATTEST:

Lisa Morgan, City Recorder

FIRST AMENDMENT
To
Sub-Grant Agreement

For Grant Agreement No. PO-73000-00006939 (Combs Flat Road)

This First Amendment modifies that certain Sub-Grant Agreement, by and between the City of Prineville, an Oregon municipal corporation (hereinafter “the City,”) and Crook County, a political subdivision of the State of Oregon (hereinafter “the County.”) Collectively, the City and the County may be referred to as the Parties, or individually as a Party.

RECITALS

- A. WHEREAS, The County and the Oregon Department of Transportation, which is not a party to this First Amendment, executed Grant Agreement No. PO-73000-00006939, whereby ODOT distributed funds to the County under the Coronavirus State Fiscal Recovery Funds program; and
- B. WHEREAS, the Agreement described the obligations of the Parties with regards to the allocation of funds and the completion of improvements to the Combs Flat Road area; and
- C. WHEREAS, the Oregon Department of Transportation has distributed to the County the attached Amendment 1 to Grant Agreement No. PO-73000-00006939, regarding audit requirements and administrative cost allowances.

AGREEMENT

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

- 1. Effective Date: This First Amendment to the Sub-Grant Agreement between the City and the County is effective on the same date that Amendment 1 to Grant Agreement No. PO-73000-00006939 becomes effective, regardless of the date this First Amendment is signed by the Parties.
- 2. Adoption of Recitals: The above Recitals are incorporated into and made of part of this First Amendment, as terms of contract and not mere recitals.
- 3. Incorporation of Terms: The terms and provisions of Amendment 1 to Grant Agreement No. PO-73000-00006939 are incorporated into the Sub-Grant Agreement.

///

///

4. Except as otherwise modified by this First Amendment, the terms of the Sub-Grant Agreement remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed as of the Effective Date above.

FOR CITY OF PRINEVILLE

FOR CROOK COUNTY

Signature

Signature

Print Name and Title

Print Name and Title

Date

Date

**STATE OF OREGON
GRANT AGREEMENT NO. PO-73000-00006939**

Amendment No. 1

This is Amendment Number 1 ("Amendment") to Grant Agreement No. PO-73000-00006939 (the "Agreement") between the State of Oregon, acting through its Oregon Department of Transportation ("ODOT" or "State"), and Crook County ("Recipient"), each a "Party" and, together, the "Parties". This Amendment amends the Agreement to delete certain federal subaward requirements pursuant to the U.S. Office of Management and Budget's 2 CFR PART 200, APPENDIX XI COMPLIANCE SUPPLEMENT (MAY 2023) ("OMB 2023 Compliance Supplement").

1. **Effective Date.** This Amendment shall become effective when fully signed and approved as required by applicable law.

2. **Amendments to Agreement:**

Exhibit C and the reference thereto on the first page of the Agreement are deleted in their entirety.

Amendments elsewhere in the Agreement: New Language is indicated by **bolding** and underlining and deleted language is indicated by **bolding** and ~~striking~~:

SECTION 6: Covenants of Recipient

Recipient covenants as follows:

C. ~~**Federal Audit Requirements. The Grant is federal financial assistance, and the associated Assistance Listings number is 21.027. Recipient is a subrecipient.**~~

(1) ~~**Pursuant to the OMB 2023 Compliance Supplement, and effective as of July 1, 2022, the category of federal financial assistance from which the Grant is drawn does not give rise to "subrecipient" relationships for purposes of 2 CFR part 200. Accordingly, the Grant is not subject to the audit requirements of 2 CFR part 200, subpart F from and after July 1, 2022. If Recipient receives federal funds in excess of \$750,000 during Recipient's fiscal year, it is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Recipient, if subject to this requirement, shall at its own expense submit to ODOT a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement and shall submit or cause to be submitted to ODOT the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.**~~

F. ~~**Compliance with 2 CFR Part 200.**~~ Recipient must comply with all applicable provisions of 2 CFR Part 200, Uniform Administrative Requirements, **which include** Cost Principles, **but not and Audit Requirements for Federal Awards, including the Cost Principles and** Single Audit Act requirements, **pursuant to the OMB 2023 Compliance Supplement.**

P. ~~**Administrative Costs.**~~ Recipient may use a negotiated indirect cost rate or an approved cost allocation plan to recover administrative costs in administering the grant. **If Recipient does not have a negotiated rate or approved cost allocation plan, it is allowable to use the federal de minimis rate of 10%.**

3. This Amendment may be executed in two or more counterparts (by facsimile or otherwise) each of which is an original and all of which when taken together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
4. Except as expressly amended above, all other terms and conditions of the original Agreement remain in full force and effect.
5. The parties expressly affirm and ratify the Agreement as herein amended.
6. Parties certify that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

IN WITNESS WHEREOF, the Parties have executed this Grant as of the dates set forth below.



STATE OF OREGON
 acting by and through its
 Department of Department of Transportation

CROOK COUNTY

By: _____
 Jeff Flowers
 Statewide Investments Management
 Section Manager

By: _____
 Seth Crawford
 Crook County Judge

Date: _____

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

Sam Zeigler via email dated 7/13/23
 Samuel B. Zeigler, Senior Assistant Attorney General

**RESOLUTION NO. 1577
CITY OF PRINEVILLE, OREGON**

**A RESOLUTION AUTHORIZING AN AMENDMENT TO AN
INTERGOVERNMENTAL AGREEMENT FOR THE CENTRAL OREGON
REGIONAL COLLABORATIVE**

Whereas, The City of Prineville (“City”) entered into an Agreement on September 19, 2019, with the City of La Pine, City of Madras, City of Sisters, Crook County, Deschutes County, and Jefferson County to be part of the Central Oregon Regional Collaborative.

Whereas, in the original Agreement, the City served as the lead applicant for a 2019 CDBG Housing Grant.

Whereas, Deschutes County wishes to be the lead applicant for the 2023 Housing Rehabilitation Grant.

Whereas, an Amendment to the Intergovernmental Agreement (“Amendment”) has been prepared and is attached to this Resolution and incorporated herein.

Whereas, City staff believes it is in the best interest of the City to approve and execute the Amendment.

Now, Therefore, the City of Prineville resolves that the Amendment attached to this Resolution between the City and City of La Pine, City of Madras, City of Sisters, Crook County, Deschutes County, and Jefferson County is hereby approved, and that the Mayor is authorized and instructed to sign such Amendment on behalf of the City.

Approved by the City Council this ____ day of August, 2023.

Rodney J. Beebe, Mayor

ATTEST:

Lisa Morgan, City Recorder

**Amendment No. 1 to the Intergovernmental Agreement
for the Central Oregon Regional Collaborative**

This Amendment No. 1 to the IGA for the Central Oregon Regional Collaborative (“Amendment”) is between the counties of Crook, Deschutes and Jefferson; the cities of La Pine, Madras, Prineville and Sisters; and NeighborImpact.

RECITALS

- A. The parties entered into an Agreement dated **September 12, 2019** (the “Agreement”).
- B. The parties desire to amend the Agreement effective _____, 2023.

AGREEMENT

- 1. **Amendments.** Pursuant to Section 9 of the Agreement, the Agreement is hereby amended as follows (new language in restated provisions is indicated by underlining and bold; and deleted language is indicated in brackets).

SECTION 2. **Deschutes County** [The City of Prineville] will serve as the lead applicant for a **2023** [2019] CDBG Housing Rehabilitation Grant.

- 2. **Other Provisions.** Except as expressly amended above, all other terms and conditions of the Agreement are not amended or deleted and remain unchanged and in full force and effect. The parties expressly affirm and ratify the Agreement as herein amended.
- 3. **Signatures.** This Amendment may be signed in counterparts.

The City of La Pine

By: _____

Date this _____ of 2023

The City of Madras

By: _____

Date this _____ of 2023

The City of Prineville

By: _____

Date this _____ of 2023

City of Sisters

By: _____

Date this _____ of 2023

Crook County

By: _____

Date this _____ of 2023

Deschutes County

By: _____

Date this _____ of 2023

Jefferson County

By: _____

Date this _____ of 2023

NeighborImpact

By: _____

Date this _____ of 2023

RESOLUTION NO. 1578
A RESOLUTION ANNEXING CERTAIN PROPERTY INTO
THE CITY OF PRINEVILLE

The Prineville City Council (“Council”) makes the following findings:

BACKGROUND:

The City of Prineville (“City”) has received from Michael and Sandy Pangle, a petition to annex into the City real property owned by Michael & Sandy Pangle, described as Map & Tax lot 15-16-04AC00500. The City also has real property owned by the City for municipal water purposes, requesting annexation into the City, described as Map & Tax lots 15-16-04AC01800 & 01900. The properties are further described as follows (the “Property”):

Lot 6, Block 4 of the Stearns Subdivision.
Lot 12, Block 1 of the Stearns Subdivision.

LEGAL CRITERIA AND FINDINGS:

I. OREGON REVISED STATUTES

A. ORS 222.111, Authority and Procedure for Annexation.

(1) When a proposal containing the terms of annexation is approved in the manner provided by the charter of the annexing city or by ORS 222.111 to 222.180 or 222.840 to 222.915, the boundaries of any city may be extended by the annexation of territory that is not within a city and that is contiguous to the city or separated from it only by a public right of way or a stream, bay, lake or other body of water. Such territory may lie either wholly or partially within or without the same county in which the city lies.

FINDING: The Properties are contiguous to the Prineville City limits, located within the City’s Urban Growth Boundary, which has been acknowledged to be suitable for urban development and is developed with sufficient transportation infrastructure to serve urban uses. City services have already been extended to serve the Property. The Property is designated for residential use.

In addition to the statutory criteria of ORS Chapter 222, the City finds that the proposed annexation meets the judicially imposed “reasonableness” test set forth in *Portland General Elec. Co. v. City of Estacada*, 194 Or. 145, 291 P.2d 1129 (1952) and the cases following it (citations omitted). Although the question of reasonableness is based on a case by case analysis, the reasonableness factors identified by the Oregon courts include:

- whether the contiguous territory represents the actual growth of the city beyond its city limits;
- whether it is valuable by reason of its adaptability for prospective town uses;
- whether it is needed for the extension of streets or to supply residences or businesses for city residents; and
- whether the territory and city will mutually benefit from the annexation.

DLCD v. City of St. Helens, 138 Or App. 222, 227-28, 907 P.2d 259 (1995).

The present annexation satisfies the reasonableness factors because it was requested by the property owners for the purpose of connecting to City sewer and annexing City owned property. The Property is contiguous to the City and the annexation will benefit the City by extending City limits in an orderly fashion and increasing the tax base.

(2) A proposal for annexation of territory to a city may be initiated by the legislative body of the city, on its own motion, or by a petition to the legislative body of the city by owners of real property in the territory to be annexed.

FINDING: The present proposal was initiated by the property owners of the territory to be annexed.

(3) The legislative body of the city shall submit, except when not required under ORS 222.120, 222.170 and 222.840 to 222.915 to do so, the proposal for annexation to the electors of the territory proposed for annexation and, except when permitted under ORS 222.120 or 222.840 to 222.915 to dispense with submitting the proposal for annexation to the electors of the city, the legislative body of the city shall submit such proposal to the electors of the city. The proposal for annexation may be voted upon at a general election or at a special election to be held for that purpose.

FINDING: The present annexation is being conducted pursuant to and meets the requirements for annexation under ORS 222.125 because the landowners of the territory proposed the annexation and all electors residing on the property have consented to the annexation in writing.

B. ORS 222.125, Annexation by consent of all owners of land and majority of electors; proclamation of annexation.

The legislative body of a city need not call or hold an election in the city or in any contiguous territory proposed to be annexed or hold the hearing otherwise required under ORS 222.120 when all of the owners of land in that territory and not less than 50 percent of the electors, if any, residing in the territory consent in writing to the annexation of the land in the territory and file a statement of their consent with the legislative body. Upon receiving written consent to annexation by owners and electors under this section, the legislative body of the city, by resolution or ordinance, may set the final boundaries of the area to be annexed by a legal description and proclaim the annexation. [1985 c.702 §3; 1987 c.738 §1]

FINDING: The property owners and electors residing on the property have petitioned and consented to the annexation in writing. The above statute does not require a hearing or notice for the annexation.

C. ORS 222.177, Filing of annexation records with Secretary of State.

When a city legislative body proclaims an annexation under ORS 222.125, 222.150, 222.160 or 222.170, the recorder of the city or any other city officer or agency designated by the city legislative body to perform the duties of the recorder under this section shall transmit to the Secretary of State:

- (1) A copy of the resolution or ordinance proclaiming the annexation.
- (2) An abstract of the vote within the city, if votes were cast in the city, and an abstract of the vote within the annexed territory, if votes were cast in the territory. The abstract of the vote for each election shall show the whole number of electors voting on the annexation, the number of votes cast for annexation and the number of votes cast against annexation.
- (3) If electors or landowners in the territory annexed consented to the annexation under ORS 222.125 or 222.170, a copy of the statement of consent.
- (4) A copy of the ordinance or resolution issued under ORS 222.120 (4).
- (5) An abstract of the vote upon the referendum if a referendum petition was filed with respect to the ordinance adopted under ORS 222.120 (4). [1985 c.702 §4; 1987 c.737 §7; 1987 c.818 §10]

FINDING: The City will submit the necessary documents to the Secretary of State following Council approval of this Resolution.

D. ORS 222.180, Effective date of annexation.

(1) The annexation shall be complete from the date of filing with the Secretary of State of the annexation records as provided in ORS 222.177 and 222.900. Thereafter the annexed territory shall be and remain a part of the city to which it is annexed. The date of such filing shall be the effective date of annexation.

(2) For annexation proceedings initiated by a city, the city may specify an effective date that is later than the date specified in subsection (1) of this section. If a later date is specified under this subsection, that effective date shall not be later than 10 years after the date of a proclamation of annexation described in ORS 222.177. [Amended by 1961 c.322 §1; 1967 c.624 §15; 1973 c.501 §2; 1981 c.391 §5; 1985 c.702 §12; 1991 c.637 §9]

FINDING: The present annexation request was initiated by the property owners and will be complete as of the date of filing with the Secretary of State.

II. OREGON ADMINISTRATIVE RULES

A. OAR 660-014-0060, Annexation of Lands Subject to an Acknowledged Comprehensive Plan.

A city annexation made in compliance with a comprehensive plan acknowledged pursuant to ORS 197.251(1) or 197.625 shall be considered by the commission to have been made in accordance with the goals unless the acknowledged comprehensive plan and implementing ordinances do not control the annexation. [Stat. Auth.: ORS Ch 196 & 197]

FINDING: The City of Prineville’s Comprehensive Plan has been acknowledged by the Land Conservation and Development Commission pursuant to ORS 197.251 and 197.625. Therefore, the present annexation request is considered to be made in accordance with the statewide planning goals and the goals need not be directly applied to this decision.

III. CITY OF PRINEVILLE CODE

A. Chapter 153, Land Development; Section 153.034, Zoning of Annexed Areas.

An area annexed to the City shall, upon annexation, assume the zoning classification determined by the City to be in compliance with the Comprehensive Plan; the determination shall be made by the City Council upon receipt of a recommendation relative thereto from the City Planning Commission.

FINDING: The Planning Commission considered the present annexation request at its August 15th, 2023, meeting and recommended approval to the City Council. Based on the fact that the Comprehensive Plan designation for the Property is residential, the current County zoning is Suburban Residential (SR1), and the surrounding area within the City is zoned (R2); the Planning Commission recommended the zoning classification for the Property be re-assigned to General Residential (R2).

BASED UPON the above findings, it is hereby resolved as follows:

1. The Property as shown in Exhibit ‘A’ and Exhibit ‘B’ and any adjacent rights-of-way are hereby annexed into the City of Prineville.
2. The Property’s zone is hereby reassigned to General Residential (R2) from the current County zone of Suburban Residential (SR1), which zoning is in compliance with the City’s comprehensive plan and City policy concerning the zoning of annexed properties for compatibility with the existing uses and/or previous Crook County zoning designations.
3. The City Manager or his designee shall submit to the Oregon Secretary of State the necessary documents showing the Property has been annexed into the City of Prineville.
4. This Resolution becomes effective immediately.

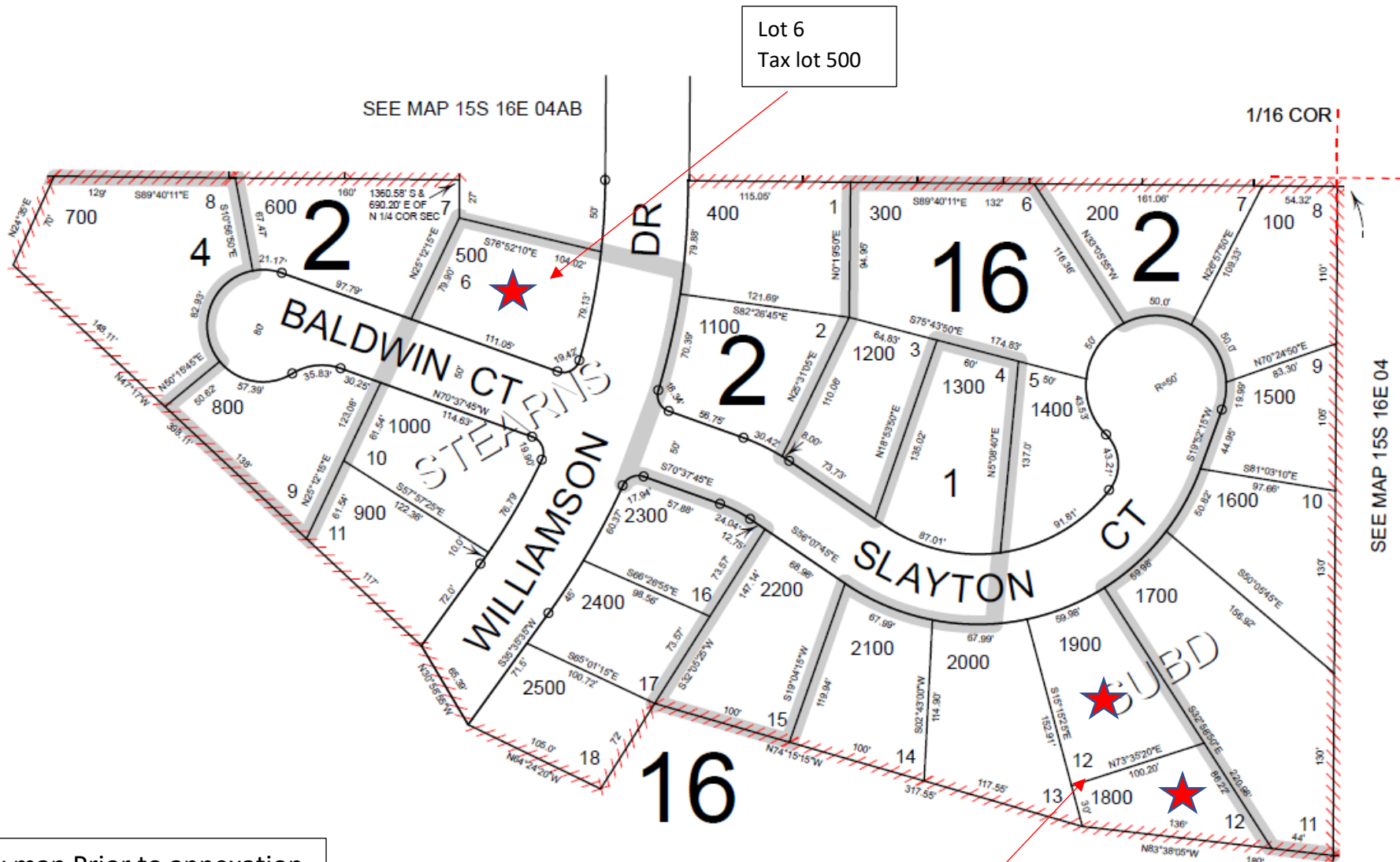
Approved by the City Council on the ____ day of August 2023.

Rodney J. Beebe, Mayor

ATTEST:

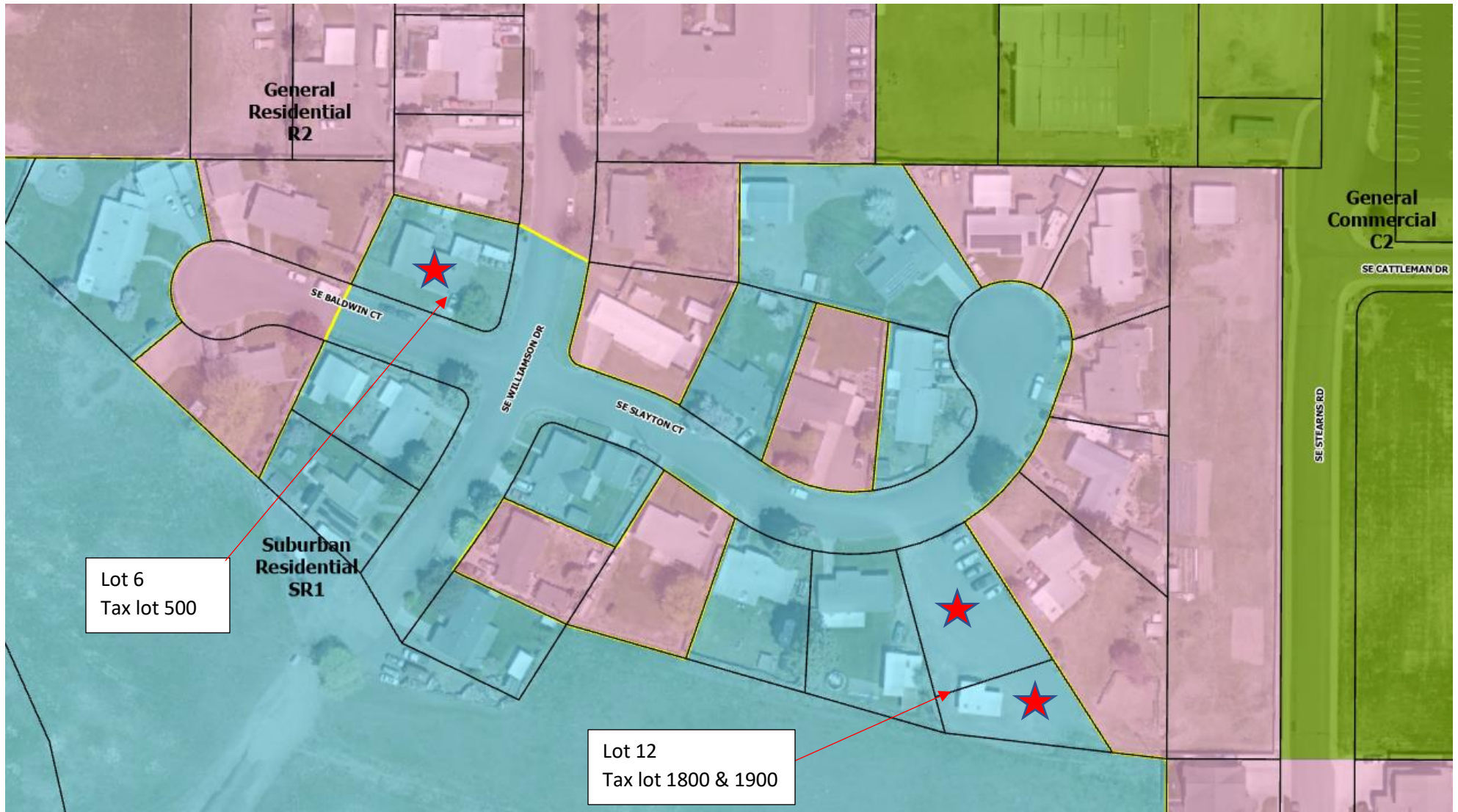
Lisa Morgan, City Recorder



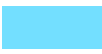
Exhibit A



Tax map Prior to annexation
Date: 8/1/2023
ANX-2023-101
Resolution 1578

Exhibit B



City Limits: 
City Zone R2: 
County Zone SR1: 

Zoning Prior to annexation
Date: 8/1/2023
ANX-2023-101
Resolution 1578