



Location: City Hall – Council Chambers
Date: January 14, 2025
Time: 6:00 PM

City Council Meeting Agenda

Mayor Jason Beebe, Council Members Steve Uffelman, Janet Hutchison, Shane Howard, Jerry Brummer, 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 12-10-2024
- [2.](#) Special Meeting Brief 1-6-2025
- [3.](#) Pine Theater Liquor License

Visitors, Appearances and Requests

Council Presentations

4. State of the City Address - Mayor Beebe
5. Republic Mid-Year Update - Courtney Voss

Council Business

- [6.](#) Appointment and Re-Appointment of Budget Committee Members - Lisa Morgan / Lori Hooper Antram

Staff Reports and Requests

- [7.](#) City Manager's Report - Steve Forrester

Council Reports

Ordinances

- [8.](#) Ordinance No. 1297 - Establishing Chapter 44 of the Prineville Municipal Code Adopting Financing and Deferral of SDC's - Josh Smith / Lori Hooper Antram



Resolutions

- [9.](#) Resolution No. 1611 - Approving a Wastewater Disposal Agreement with Crook County - Casey Kaiser
- [10.](#) Resolution 1612 - Authorizing the Purchase of Meters for Prineville Water Treatment Plant - Casey Kaiser

Visitors, Appearances and Requests

Adjourn

Agenda items maybe added or removed as necessary after publication deadline

Individuals needing special accommodations such as sign language, foreign language interpreters or equipment for the hearing impaired must request such services at least 72 hours prior to the City Council meeting. To make your request, please contact the City Recorder at 541-447-5627 (voice), or by e-mail to lmorgan@cityofprineville.com.



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
December 10, 2024

Council Members Present:

Jason Beebe
Gail Merritt
Marv Sumner

Shane Howard
Scott Smith
Steve Uffelman

Council Members Absent

Janet Hutchison

Additions to the Agenda

None.

Consent Agenda

1. Regular Meeting Brief 11-12-2024

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

Visitors, Appearances and Requests

Justin Alderman came forward for the purpose of getting on the record and asking some questions of the Council. He explained that the Planning Commission recently held a meeting that admitted earlier this evening that violated Oregon statutes for public remote access to the meeting in response to a grievance he filed with the Planning Commission.

He stated that he acknowledges that City Council does provide audio access which meets the requirements, but with today's technologies that it is not also made available by video.

Mr. Alderman then went back to the Planning Commission meeting and discussed re-appointing members of the Planning Commission. He understands that they then make a recommendation to Council. He wondered why they, the Planning Commission or the Council didn't solicit to seek other members from the public for upcoming vacancies. The Planning Director explained to him earlier that they only go through this process when a vacancy happens mid-term. Is the Council proceeding with appointments without potentially seeking out other qualified applicants? Would a re-appointment be appropriate for the Council move forward with the

recommendation of the Planning Commission when that meeting that the Planning Commission held to deliberate and essentially just make the decision to recommend to re-appoint be proper to take up this evening?

Mayor Beebe stated that he has heard the concerns and appreciates them and will leave any legal questions to Jered Reid, City Attorney.

Mayor Beebe explained that if there is any fault that it is his responsibility to make sure we go in the right direction.

Mayor Beebe continued that the audio does meet the law and video would be something that the Council would have to discuss in the future.

No one else came forward.

Council Presentations

None.

Council Business

2. Re-Appointment of Planning Commissioners – Josh Smith

Mr. Reid provided the background information on the grievance that was received by the Planning Commission. The November 19th Planning Commission meeting was in violation of public meetings law for not providing remote attendance. Prior to tonight's Council meeting the Planning Commission responded to that grievance officially. During that meeting there were recommendations that were made and are in the Council packet. He is recommending that the Council disregard that recommendation from the Planning Commission. The Council has the authority to appoint without recommendation from the Planning Commission. As in the past if a member asks to be re-appointed, they are. The Council can move forward with the appointments if they so choose or ask for recommendations from the Planning Commission next month, but in regard to the recommendation in tonight's Council packet, they would disregard those.

Josh Smith, Planning Director added that it is staff's recommendation that Council appoint these two commissioners and they have been a valuable part of the commission. The commission has not gone out for new members unless there is a reason to not re-appoint a commissioner and the Council would ask to go out for new members. There would generally be a reason to think that the current member is somehow not qualified or isn't doing what you intended them to do. So that's why they typically get re-appointed. Every year there are some openings because the terms are staggered. Every two or three years there is sometimes a vacancy and that is when they typically go out to the public for applicant's and then have reviews. Re-appointments do not require another review unless there is a challenge from the city manager or council.

Mayor Beebe asked that in the past when we have solicited what kind of a response do we get?

Mr. Smith explained that we get very little response. The response they do get is people not understanding the role and come in and ask questions. There are rules for the Planning Commission such as a limit to the number that can be relators.

Mayor Beebe asked if there is an opening if we would solicit and Mr. Smith said absolutely. Mr. Smith continued that not so much if it is a re-appointment, because as a Planning Commissioner and you come up for re-appointment and they say they want to be re-appointed and are told, well we are going to open it up and solicit, what message does that send to that Planning Commissioner and what's the reason for going back out? Other than there is a whole lot of interest.

Councilor Uffelman added that he is familiar with both of the re-appointments and is very pleased with the work they have done.

Councilor Uffelman made a motion to re-appoint Marty Bailey and Ron Cholin to the Planning Commission. Motion seconded. All in favor, motion carried.

3. Intent to Award Railway Bridge Repair – Matt Wiederholt

Matt Wiederholt, Railroad Manager presented his staff report, explaining that Cascade Civil was the low bid and is out of Redmond and have done a lot of work for BNSF. Railstar Engineering will be onsite overseeing the repairs and sign off on the repairs and it will take about six months to complete the work.

There were no questions.

Councilor Sumner made a motion to approve the intent to award the railroad bridge repair to Cascade Civil in the amount of \$ 79,848.00. Motion seconded. There were discussions on the process of the motion. All in favor, motion carried.

4. Update of Fiscal Policies (PUBLIC HEARING) – Lori Hooper Antram

Mayor Beebe opened the public hearing portion of the meeting.

Lori Hooper Antram, Finance Director presented the staff report and provided the background information for updating the fiscal policies.

There were no questions from Council.

No one came forward and no one was on the phone to provide comment. No written comments were received.

Mayor Beebe closed the public hearing portion of the meeting.

5. SDC Deferment Policy (PUBLIC HEARING) – Josh Smith

Mayor Beebe opened the public hearing portion of the meeting.

Lori Hooper Antram provided a staff report on adopting financing and deferral of System Development Charges (SDC's).

Mr. Smith, Planning Director explained that this has come before Council before and has never passed. The law now requires a deferment. The policy making is local. This didn't pass before because the city doesn't have a building department and there wasn't a method in place to make sure deferments were collected.

Discussions continued regarding this coming up in the past, this being the time to support now to encourage housing development, risks of projects falling through and what SDC's pay for.

No one came forward and no one was on the phone for comment. No written comments were received.

Mayor Beebe closed the public hearing portion of the meeting.**6. FEMA PICM Option (PUBLIC HEARING) – Josh Smith****Mayor Beebe opened the public hearing portion of the meeting.**

Mr. Smith went through a power point presentation and went through the National Flood Insurance Program (NFIP) biological opinion.

Staff recommendation is to pursue Option 3 to write a letter to FEMA similar to what the County wrote.

Mr. Reid clarified that we are not choosing a PICM because each would require further action and all of the requirements. We are not the only jurisdiction having these problems and we talked about this several months ago hoping that a resolve would occur before December 1st, but it has not.

Mr. Smith explained that tonight is just a public hearing.

Discussions continued regarding the 500-year flood plain and delineations from the 100-year flood plain. Mr. Smith explained we do not regulate the 500-year flood plain.

There were discussions regarding risk of blight if something happened to a property and not being able to rebuild or remodel.

There were no further discussions.

No one came forward and no one was on the phone to comment. No written comment was received.

Mayor Beebe closed the public hearing portion of the meeting.

Councilor Smith made a motion to move forward with Option 3 to write a letter to FEMA. Motion seconded. No discussion on motion. All in favor, motion carried.

7. Consideration of Cancelling Second December Council Meeting – Steve Forrester

Steve Forrester, City Manager explained that this year the second meeting in December falls on Christmas Eve.

Councilor Merritt made a motion to cancel the second Council meeting in December. Motion seconded. No discussion on motion. All in favor, motion carried.

8. Abstract of Votes – City General Elections Results – Lisa Morgan

Lisa Morgan, City Recorder/Risk Manager presented the staff report that included the certified abstract of votes for the general election.

Councilor Howard made a motion to accept certification of abstract of votes for the November General Election. Motion seconded. No discussion on motion. All in favor, motion carried.

Staff Reports and Requests:

9. City Manager’s Report – Steve Forrester

Mr. Forrester invited Captain Shane Wilson up to give an update on the special events for the holidays.

Captain Wilson explained that everything went perfect with the parade and this Friday is the Shop with a Cop event.

Captain Wilson announced that we now have a new community service officer on board and Officer Gibson just hit his half-way mark at the academy. Officer Jerome will begin in January and is a lateral police officer which leaves just two openings. We have one candidate in background right now and we are interviewing another lateral this Thursday.

Chief Profio stated that he is in week four now and he has been extremely busy. He explained that he is on a quest to meet with each member in the department one on one to get acquainted with everyone.

He recently had a free coffee with the Chief event and has another one scheduled this week with another one scheduled in the evening at the police department.

Caroline Ervin, Director of Strategy and Economic Development announced that we have received another grant that also includes the associated charging infrastructure.

Mr. Forrester stated that he would like to take this opportunity to recognize Gail Merritt for all that she does for us and the community. This will be Gail's last Council meeting with us tonight and wanted to thank Gail for her service all these years.

Councilor Merritt expressed how much she has enjoyed working with everyone here at the city and looks forward to working with everyone in the future.

Mr. Forrester went through the rest of his City Manager report that highlighted recent activity in each of the departments,

Discussions continued regarding the housing development on the ridge off Laughlin and there being a small 3' retaining wall with the access being located at the Ochoco Plaza intersection.

There were no further discussions.

Council Reports

Councilor Uffelman gave a report on Community Renewable Energy Association (CREA) where they learned of a Microgrid Pathways grant of \$50,000 with no competition. There will be funds available for cities requesting.

EFSEC is working locally with energy producers to advance clean energy.

They are working on a project separating methane into hydrogen and carbon and turning into graphite which there is a high demand for. They are also looking at required permitting for offshore wind energy production at varying altitudes. Data centers are very interested in possible nuclear reactor.

Mike McArthur is retiring from CREA and they are vetting applicants for his replacement.

Ordinances:

None.

Resolutions:

10. Resolution No. 1607 – Authorizing an Amendment to the ASR Agreement with Apple Inc. – Casey Kaiser

Casey Kaiser, Asst. City Manager/Public Works Director presented that staff report.

There were discussions regarding the nature of wastewater, the way the Apple projects work in phases and reserving units for completion of development.

There were no further discussions.

Councilor Uffelman made a motion to approve Resolution No. 1607. Motion seconded. No discussion on motion. All in favor, motion carried.

11. Resolution No. 1608 – Authorizing an Intergovernmental Agreement with ODOT Providing Access to Install ADA Facilities – Casey Kaiser

Mr. Kaiser presented the staff report adding that this is largely a formality giving them access to city property for ODOT to construct these ADA improvements.

There were discussions regarding Hickey Farms Road.

Councilor Merritt made a motion to approve Resolution No. 1608. Motion seconded. No discussion on motion. All in favor, motion carried.

12. Resolution No. 1609 – Updating the City of Prineville Executive Session Policy – Jered Reid

Mr. Reid provided the background information and purpose for the resolution, explaining that they expected rulemaking. The resolution in the Council packet is based on League of Oregon Cities (LOC) model resolution to address media and executive sessions.

There were no discussions or questions.

Councilor Smith made a motion to approve Resolution No. 1609. Motion seconded. No discussion on motion. All in favor, motion carried.

13. Resolution No. 1610 – A Resolution Amending the City of Prineville’s Fiscal Policies – Lori Hooper Antram

Mrs. Hooper Antram explained that she had presented the staff report for this earlier in the meeting during the public hearing and has nothing to add.

Councilor Howard made a motion to approve Resolution No. 1610. Motion seconded. No discussion on motion. All in favor, motion carried.

Visitors, Appearances and Requests:

Justin Alderman wanted to clarify if the passing of the executive session policy if these are being waived going into this executive session since this policy was just passed and if they can become effective at a later date. He thinks it could create issues of administrative requirements.

Mr. Reid explained that the Council doesn't answer questions in regards to public comment and is happy to talk with him momentarily, and isn't going to require him to have completed the executive session form for the executive session this evening given the passage was just tonight.

Mr. Alderman added that on that policy he wants to encourage taking a look at the requirement even though it is recommended by LOC, that restricts our recording during executive session. He thinks it raises some potential questions related to ADA requirements to a reporter, though it doesn't seem precluded they are prohibited from taking notes. A reporter with a certain disability may have issues with only taking handwritten notes and audio notes could be an important part of that. Though he understands that Department of Justice (DOJ) noted that some restrictions could be appropriate, however DOJ doesn't reference any case law or precedence. The law does not address the issue of recording, it merely states that the media does not report on executive session. So that is clear, it is entrusted that the media respect and follow that guidance, so he encourages Council to take another look at that particular matter because it was potentially an oversight by League of Oregon Cities.

No one else came forward.

Mayor Beebe read the Executive Session script into the record at 7:25 P.M. and convened into Executive Session pursuant to ORS 192.660 (2)(i) and 192.660 (8) to evaluate the performance of an officer, employee or staff member.

Meeting reconvened to regular open session at 8:23 P.M.

Mr. Forrester stated that we have not increased our FTE's as much as our contemporaries. He has wanted the best people, cross training and has enabled us to run skinny. We have been mindful and not beyond our means.

We have done a compensation study and is asking to be at the top of the range and he is not asking for any more and his performance speaks for itself as well as the condition of the city.

Councilor Uffelman feels the request is very reasonable under the circumstances.

Councilor Howard feels Mr. Forrester's track record speaks for itself and he should be at the high level.

Councilor Merritt thinks we are very fortunate.

Mayor Beebe explained that retention is a priority here and it is his priority for Mr. Forrester and agrees with the recommendation.

Councilor Howard made a motion to move the City Manager's base pay range to \$18,086 per month. Motion seconded. Discussion on motion regarding if they wanted to include keeping it at the top level for the balance of his continued employment. Would like to keep the option to revisit in the future if needed, if there is a reason or underperformance we felt we have an avenue there, but keeping it open is best. City Manager Steve Forrester agreed

he is good with that. Jered Reid, City Attorney repeated the original motion. All in favor, motion carried.

Adjourn

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

Meeting adjourned at 8:31 P.M.

Motions and Outcomes:

Motion:	Outcome	Beebe	Howard	Hutchison	Merritt	Smith	Summer	Uffelman
Consent Agenda as Presented	PASSED	Y	Y	-	Y	Y	Y	Y
Re-Appointment of Planning Commissioners Marty Bailey and Ron Cholin	PASSED	Y	Y	-	Y	Y	Y	Y
Approve the intent to award the railroad bridge repair to Cascade Civil in the amount of \$ 79,848.00	PASSED	Y	Y	-	Y	Y	Y	Y
Motion to cancel the second Council meeting in December	PASSED	Y	Y	-	Y	Y	Y	Y
Motion to move forward with Option 3 to write a letter to FEMA.	PASSED	Y	Y	-	Y	Y	Y	Y
Accept certification of abstract of votes for the November General Election	PASSED	Y	Y	-	Y	Y	Y	Y
Resolution No. 1607 – Authorizing an Amendment to the ASR Agreement with Apple Inc.	PASSED	Y	Y	-	Y	Y	Y	Y
Resolution No. 1608 – Authorizing an Intergovernmental Agreement with ODOT Providing Access to Install ADA Facilities	PASSED	Y	Y	-	Y	Y	Y	Y
Resolution No. 1609 – Updating the City of Prineville Executive Session Policy	PASSED	Y	Y	-	Y	Y	Y	Y
Resolution No. 1610 – A Resolution Amending the City of Prineville’s Fiscal Policies	PASSED	Y	Y	-	Y	Y	Y	Y
motion to move the City Manager’s base pay range to \$18,086 per month	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> .



CITY OF PRINEVILLE
Special 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 Special Meeting Brief
January 6, 2025

Council Members Present:

Jason Beebe
Gail Merritt
Marv Sumner
Shane Howard

Scott Smith
Steve Uffelman
Janet Hutchison

Council Members Absent

None.

1. Ceremonial Swear In of Mayor Beebe, Councilor’s Brummer, Sumner and Uffelman – Steve Forrester

Steve Forrester, City Manager administered the Oaths of Office to Mayor Beebe, Councilor Brummer, Councilor Sumner and Councilor Uffelman and welcomed each of them.

Additions to the Agenda

None.

Consent Agenda

None.

Visitors, Appearances and Requests

2. Ceremonial Swear in of Officers Emilee Jerome and Mitchell Merritt – Chief Profio

Chief Profio provided some background information on each of the officers and the commitments they have made to the community and thanked family members for supporting them.

Chief Profio administered the Oath to Officer Jerome and Officer Merritt followed by family members pinning their badges on.

3. Introduction of Community Service Officer Andy Pearson – Chief Profio

Chief Profio introduced CSO Andy Pearson to Council and provided some background information on his lengthy law enforcement career.

4. Promotional Ceremonial Swear In of Lieutenant Thomas Vollmer – Chief Profio

Chief Profio provided background information on Lieutenant Vollmer explaining that he has been acting Lieutenant during the transition of the Police Department and it is now official.

Chief Profio administered the Oath followed by Mrs. Vollmer pinning on his badge.

Mayor Beebe thanked all the officers in the room for their service and dedication to the community.

Council Presentations

None.

Council Business

1. Selection of Council President – Mayor Beebe

Mayor Beebe said he will entertain a motion to nominate a Council President.

Councilor Smith made a motion to nominate Councilor Uffelman as Council President. Motion seconded. No discussion on motion. All in favor, motion carried.

Staff Reports and Requests:

None.

Council Reports

None.

Ordinances:

None.

Resolutions:

None.

Visitors, Appearances and Requests:

None.

Adjourn

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

Meeting adjourned at 6:15 P.M.

Motions and Outcomes:

Motion:	Outcome	Beebe	Howard	Hutchison	Merritt	Smith	Sumner	Uffelman
Motion to Nominate Councilor Uffelman as Council President	PASSED	Y	Y	Y	Y	Y	Y	Y
Adjourn Meeting	PASSED	Y	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> .



Local Government Recommendation – Liquor License

Annual Liquor License Types	
Off-Premises Sales	Brewery-Public House
Limited On-Premises Sales	Brewery
Full On-Premises, Caterer	Distillery
Full On-Premises, Commercial	Grower Sales Privilege
Full On-Premises, For Profit Private Club	Winery
Full On-Premises, Non Profit Private Club	Wholesale Malt Beverage & Wine
Full On-Premises, Other Public Location	Warehouse
Full On-Premises, Public Passenger Carrier	

Section 1 – Submission – To be completed by Applicant:

License Information

Legal Entity/Individual Applicant Name(s): *Ali Mehrabi*

Proposed Trade Name: *Pine Theater LLC*

Premises Address: *216 N. main St.* Unit:

City: *Prineville OR* County: *Crook* Zip: *97754*

Application Type: New License Application Change of Ownership Change of Location

License Type: *Full on-premises, Commercial* Additional Location for an Existing License

Application Contact Information

Contact Name: *Ali Mehrabi* Phone: [REDACTED]

Mailing Address: *216 N. main St.*

City: *Prineville* State: *OR* Zip: *97754*

Email Address: *Theaterpine01@gmail.com*

Business Details

Please check all that apply to your proposed business operations at this location:

Manufacturing/Production

Retail Off-Premises Sales

Retail On-Premises Sales & Consumption

If there will be On-Premises Consumption at this location:

Indoor Consumption Outdoor Consumption

Proposing to Allow Minors

Section 1 continued on next page



OREGON LIQUOR & CANNABIS COMMISSION
Local Government Recommendation – Liquor License

Section 1 Continued – Submission - To be completed by Applicant:

Legal Entity/Individual Applicant Name(s): *Ali Mehrabi*

Proposed Trade Name: *Pine Theater LLC*

IMPORTANT: You MUST submit this form to the local government PRIOR to submitting to OLCC.
Section 2 must be completed **by the local government** for this form to be accepted with your CAMP application.

Section 2 – Acceptance - To be completed by Local Government:

Local Government Recommendation Proof of Acceptance

After accepting this form, please return a copy to the applicant with received and accepted information

City or County Name: *City of Prineville*

Optional Date Received Stamp

Date Application Received:

Received by: *1-3-2025*

LM

Section 3 – Recommendation - To be completed by Local Government:

- Recommend this license be granted**
- Recommend this license be denied** (Please include documentation that meets [OAR 845-005-0308](#))
- No Recommendation/Neutral**

Name of Reviewing Official:

Title:

Date:

Signature:

After providing your recommendation and signature, please return this form to the applicant.



OREGON LIQUOR & CANNABIS COMMISSION
BUSINESS INFORMATION – LIQUOR LICENSE

Applicant Name	Pine theater LLC Ali Mehrabi	Business Contact	Ali Mehrabi
Trade Name	Pine Theater LLC	Mailing Address	216 N-main St. Prineville OR 97754
Premises Street Address	216 N-main St. Prineville OR 97754	Phone Number	503-997-1983
License Type		Email Address	theaterpine01@gmail

Operating Hours

Day of Week	Open Time	Closed Time	Seasonal Variation	Explanation
Fri	12P	8P	Yes <input type="checkbox"/>	
Sat	12P	8P		
Sun	12P	8P		
Mon	12P	8P	<input type="checkbox"/>	Not open to the public or by appointment only
Tue	12P	8P		
Wed	12P	8P		
Thur	12P	8P		

Seating

Restaurant Seating: _____ Outdoor Seating: _____ Other Seating: Stadium

No On-Premises Consumption

ENTERTAINMENT

Check all that apply:

- Live Music
- Recorded Music
- DJ Music
- Dancing
- Karaoke
- Coin-operated Games
- Social Gaming
- Pool Tables
- Video Lottery Machines
- Nude Dancing
- Live Entertainment
- Minor Entertainers
- Minor Entertainers in an Area Prohibited to Minors
**Need prior OLCC approval
- Other: Movie Theater



STAFF REPORT

MEETING DATE: 1/14/2025

PREPARED BY: Lisa Morgan

SECTION: Council Business

DEPARTMENT: Administration/Finance

CITY GOAL: Fiscal Responsibility, Provide Quality Municipal Service & Programs, Transparency and Effective Communication

SUBJECT: Budget Committee Re-Appointments & New Appointments

REASON FOR CONSIDERATION:

To re-appoint existing Budget Committee members who are interested in having their terms renewed and continue to serve on the Budget Committee.

To appoint two new candidates who completed an application prior to the December 20, 2024 deadline to fill two existing vacancies on the Budget Committee.

BACKGROUND:

Oregon budget law requires cities to appoint equal number of citizens as there are Council members which is seven (7) citizens members in this case, to form a Budget Committee.

A round of advertising in the Central Oregonian took place weekly from February 20, 2024 – March 26th. We did not receive any applications and extended the weekly advertising period through May 15th, 2024. We received one application and when the applicant was contacted, they stated they were no longer interested in the position.

The city decided to have another round of advertising on its website for the vacancies from November 13, 2024 with an application deadline of December 20, 2024. We received two applications by the deadline.

Marv Sumner's citizen position became vacant when he was appointed to Council to fill Councilor Law's vacancy. We were unable to fill that position even after advertising and this term expired on 12-31-2024 and is now a full four year term which will expire 12-31-2028.

Jerry Brummer's citizen position became vacant when he was voted to become a Council member in the November, 2024 General Election. This vacancy's term is effective through 12-31-2027.

The following Budget Committee members would like to continue to serve on the Budget Committee:

Marty Bailey – New term would expire: 12-31-2028

John Charles – New term would expire 12-31-2028

Casey Daly – New term would expire: 12-31-2028

The following new Budget Committee applicants are:

Brian Kroessin – Application received on 11-14-2024 – Interested to support the needs of the city and give back.

Gail Merritt – Application received on 11-27-2024 – Would like to continue contributing to the City of Prineville. Has a strong understanding of the budget and would enjoy serving as member of the Budget Committee.

FISCAL IMPACT:

None.

RECOMMENDATION:

After staff review, we recommend renewing the terms of Marty Bailey, John Charles and Casey Daly.

After staff review we recommend appointing:

Brian Kroessin to the Budget Committee with his term to expire on 12-31-2029 and; Gail Merritt with a term expiring on 12-31-2027.

City Manager Update to Council

January 14, 2025

Public Safety / Dispatch

Recruitment efforts for Dispatch and PD continue with background and testing.

Dispatch is expecting to have the renewal of their accreditation completed by February. PD has all of their preliminary documentation for accreditation submitted for review and is expecting the walk through inspection phase of accreditation to happen soon.

New supervisors are completing training in their new roles.

PD is working on joint operational training with the county that includes responsibilities such as investigations, etc.

The last scheduled “Coffee with the Chief” last Tuesday night went well.

PD will be providing Council in the near future with a 2024 update and putting together all the statistics now.

Public Works

The Combs Flat Road extension and OID piping project is moving along steady and on time. Piping should be completed soon at which time the paving will begin. We are out to bid right now for the second ASR well. Water injection season into the aquifer is robust and exceeding expectations.

Railroad

The barley business continues to grow at the railroad and had to bring in another food grade conveyor to keep up. The future for barley with all of the brewers in Central Oregon looks promising for the railroad.

Meadow Lakes Golf

The calendar year finished strong for Meadow Lakes and gift certificates sales were up from the prior year. Water levels are up on the Crooked River, however not causing any problems for the course at this time.

Airport

The runway project is underway and got really muddy for a bit but is back moving along on track. The airport is working on renewing leases again.

Planning

The multi-family developments are getting ready to kick off with the multi-family housing grant agreements coming into place. Josh is still working with FEMA on how their new rules will effect development. The UGB expansion process continues to move forward with hopes of having completed in the spring. There is a little tap house development that will be going in on Second Street near Gee’s

restaurant. The development on the grade continues to be going strong and the Humane Society expansion project is going well and looking to have the first phase completed soon.

Human Resources

Karee continues to work on recruiting and professional development of various departments.

Union negotiations are ready to begin for PD.

Information Technology

IT is doing sheriff car updates as well as catching up on tickets after the holiday breaks.

Finance

The budget calendar has gone out to department heads along with yearend estimate worksheets.

Ramping up for the next budget is taking off.

City Recorder/Risk Management

League of Oregon Cities (LOC) Day at the Capital is coming up on January 22nd and COCO will also be having a COCO Day at the capital.

There is virtual elected essentials training set for February 5th through LOC.

LOC Annual Spring Conference is coming up May 1-2nd in North Bend this year. Registration will open on February 12th.

City Legal – No Update

EDCO

The EDCO Annual Luncheon is coming up on February 13th at the Riverhouse, and as a member the city has a table there and then the Prineville/Crook County EDCO luncheon is scheduled for March 6th, which the city also has a table for.

Public Relations

It was slow for social media for the holidays. The railroad recently had a nice article published in The Other Oregon magazine. We will get this article out to Council to see.

Mayor/Council

Don't forget that OGEC will be here on February 7th providing public meeting law training hosted by the city. We have invited other community organizations that have meetings to join us in this valuable training.

Economic Development and Strategic – No Update

Other – No Update

ORDINANCE NO. 1297

AN ORDINANCE ESTABLISHING CHAPTER 44 OF THE PRINEVILLE MUNICIPAL CODE ADOPTING FINANCING AND DEFERRAL OF SYSTEM DEVELOPMENT CHARGES

Whereas, the City of Prineville (“City”) developed a System Development Charge pursuant to ORS 233.297 to ORS 223.314 and by Sections 4 and 39 of the Prineville City Chapter.

Whereas, pursuant to the Bancroft Bonding Act, the City may create a system that allows for the financing of System Development Charges.

Whereas, City Staff has created applications to allow for either financing or deferral of the payment of System Development Charges.

Whereas, the City Council had a public hearing on December 10, 2024 to allow for public testimony regarding the proposed Ordinance.

Whereas, the proposed Chapter 44 of the Prineville Municipal Code is attached hereto as Exhibit A.

Whereas, the City Council believes that a state of emergency exists, and this Ordinance should become effective immediately upon passage.

NOW, THEREFORE, THE PEOPLE OF THE CITY OF PRINEVILLE DO ORDAIN AS FOLLOWS:

1. Prineville Municipal Code Chapter 44 entitled “Financing and Deferral of Systems Development Charges,” is hereby established, as outlined in the attached Exhibit A.
2. This Ordinance, being necessary for the immediate preservation of public peace, health, and safety of the City of Prineville, an emergency is declared to exist, and this Ordinance shall be in full force and effect immediately upon its passage.

Presented for the first time at a regular meeting of the City Council held on January ____ 2025, and passed unanimously therein.

Rodney J. Beebe, Mayor

ATTEST:

Lisa Morgan, City Recorder

Chapter 44 – Financing and Deferral of Systems Development Charges

44.010 Purpose.

The purposes of this Chapter are to authorize financing agreements that provide for payments deferrals and installment payments of City system development charges.

44.020 Definitions

As used in this Chapter, the following terms shall be defined as follows:

- A. “System development charge” means a charge imposed pursuant to Chapter 44 of this Code.
- B. “Owner or property owner” means all persons who appear on the County property tax record for the property subject to the system development charge.

44.030 Application, Consent to Assessment

Any owner of real property subject to a systems development charge may apply to defer the payment of system development charges, or pay the charge in installments as set forth in this Chapter. As a condition to such application, the owner shall waive any right to challenge the validity or applicability of the charge and shall consent to the assessment of the property subject to the charge.

44.040 Terms and Conditions of Deferred Payment and Installment Payment Agreements.

A. Deferred Payments.

1. The City shall authorize the deferred payment of system development charges until the Final Inspection or within nine (9) months of the date of the Agreement between the Property Owner and the City.
2. The Property Owners shall not request Final Inspection from the City prior to payment of System Development Charges. The City is not obligated to conduct the Final Inspection or issue the Certificate of Occupancy until the System Development Charges are paid.
3. The Property Owner shall not occupy any structure or transfer ownership of the property prior to the payment of System Development Charges.
4. Failure to pay System Development Charges prior to occupying the structure will result in the immediate termination and shut-off of City water and wastewater service to the property without further notice to Owner or the occupants. Restoration of water and wastewater service will be subject to payment of all System Development Charges, including penalty surcharge and interest, as well as any reconnection fees.

5. The Property Owner shall, in writing, disclose the System Development Collection Deferral Agreement to any lender or other individual or entity with a financial, ownership, or possessory interest in the property.

6. Failure to abide by the terms of a System Development Collection Deferral Agreement shall exclude a Property Owner from entering into future System Development Collection Deferral Agreement with the City.

7. Failure to pay prior to the earlier of Certificate of Occupancy or nine (9) months of an executed System Development Collection Deferral Agreement will result in a twenty-five percent (25%) surcharge of the total System Development Charge (subject to adjustment by the City Manager for extenuating circumstances). Interest (equal to the prime lending rate plus 4%) will accrue from the time of the Certificate of Occupancy to the time of payment.

B. The City shall authorize installment payments for System Development Collection in accordance with this Chapter.

1. A Property Owner shall pay the associated System Development Charges in semiannual installments over a ten (10) year period.

2. A Property Owner shall provide and update, when necessary, an address which semiannual invoices will be mailed.

3. A Property Owner shall not transfer ownership of the property prior to the payment of Systems Development Charges in full.

4. Failure of a Property Owner to pay System Development Charges will result in the immediate termination and shut-off of City water and wastewater service to the property without further notice to Property Owners or to the occupants. Restoration of water and wastewater service will be subject to payment of all System Development Charges, including penalty surcharge and interest, as well as any reconnection fees.

5. A Property Owner shall, in writing, disclose any System Development Installment Payment Agreement to any lender or other individual or entity with a financial, ownership, or possessory interest in the property.

6. Failure to abide by the terms of a System Development Installment Payment Agreement shall exclude a Property from entering into future System Development alternative payment option agreements with the City.

44.050 Assessment

If the City finds that the Agreements are in order and that subject property has been permitted to connect to City facilities and has thereby benefited, it shall approve the Agreements to direct the billing for the charges upon the land benefited plus a financing fee. All such assessments may

be combined in one assessment roll and shall be entered upon the Docket of City Liens and collected in the same manner as other local improvement assessments.

44.060 Cancellation

A. The City is authorized to cancel assessments of system development charges where the property is not physically connected to the public improvement of where the new development approved by the building permit is not constructed and the building permit is cancelled.

B. For property which has been subject to a cancellation of assessment of system development charges, a new installment payment contract shall be subject to the code provisions applicable to system development charges and installment payment contracts on file on the date the new contract is received by the City.

**RESOLUTION NO. 1611
CITY OF PRINEVILLE, OREGON**

**A RESOLUTION APPROVING A WASTEWATER DISPOSAL AGREEMENT WITH
CROOK COUNTY**

Whereas, City of Prineville (“City”) operates a Wastewater Treatment Plant.

Whereas, Crook County (“County”) operates a county landfill facility that receives septage, biosolids, and wastewater (collectively “wastewater”) at its operation.

Whereas, County requires the use of the City’s Wastewater Treatment Plant for the disposal of the wastewater created from its operation of the landfill.

Whereas, the City and County have negotiated a Wastewater Disposal Agreement (“Agreement”), 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 Agreement.

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

Approved by the City Council this ____ day of January, 2025.

Rodney J. Beebe, Mayor

ATTEST:

Lisa Morgan, City Recorder

WASTEWATER DISPOSAL AGREEMENT

THIS WASTEWATER DISPOSAL AGREEMENT (“Agreement”) made and entered into as of the date last written below (the “Effective Date”) is by and between the City of Prineville (“City”), an Oregon Municipal Corporation and Crook County (“County”), a political subdivision of the State of Oregon. Each City and County may be referred to as “Party” and collectively “Parties.”

RECITALS

- A. City operates a Wastewater Treatment Plant (“WWTP”) within Prineville, Crook County, Oregon.
2. County operates a county landfill facility that receives septage, biosolids, and wastewater (collectively “wastewater”) at its operation.
3. The Parties desire to enter into this Agreement to govern the terms by which County may dispose of wastewater created from its operation of the landfill.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is hereby agreed by and between each of the Parties hereto as follows:

1. **Wastewater Disposal.** City hereby grants to County the nonexclusive right to deliver wastewater, via a contracted third party, subject to the terms, conditions, and specifications set forth herein, and County accepts such nonexclusive right to deliver wastewater to the WWTP as provided herein.
2. **Term.** The term of this Agreement shall commence on the Effective Date and unless otherwise terminated as provided herein, shall continue for six (6) months with an option to renew for an additional six (6) months. County shall provide written notice to City of its election to exercise the option at thirty (30) days prior to the expiration of the initial term.
3. **Termination.** This Agreement may be terminated by City upon the occurrence of any of the following, provided that notice of such occurrence is provided to County:
 - 3.1 **Change in Governmental Regulations.** A material change in the governmental or regulatory requirements governing the disposal of wastewater into the WWTP, which in the sole opinion of City makes the continuation of this Agreement commercially unreasonable, shall be reason for City to terminate this Agreement. Notwithstanding the foregoing, upon notice by City, County shall first be provided with thirty (30) days to provide a reasonable plan to contribute to the costs of compliance of such new requirements to allow continued operation of the WWTP. City shall have sole discretion to determine whether such plan provided by County is sufficient to continue the operation of the WWTP.

3.2 **DEQ Approval.** City may terminate this Agreement upon loss of DEQ or other necessary governmental approval through no fault of City or County.

3.3 **Adverse Effects to Wastewater Treatment Plant.** City may suspend this Agreement for up to thirty (30) days upon evidence of adverse effects to the WWTP created by this Agreement. Upon the expiration of said suspension if the adverse effects created by this Agreement, in the sole opinion and discretion of the City, make the continuation of this Agreement unreasonable, the Agreement may be terminated.

3.4 **Breach.** After a thirty (30) day opportunity to cure following written notice, City may terminate this Agreement upon a breach of this Agreement by County.

3.5 Either Party may terminate this Agreement without cause by providing the other with a sixty (60) day notice.

4. **Consideration.** County shall pay to City a rate of \$.07 per gallon. City shall provide a monthly invoice to County for payment to City within thirty (30) days.

5. **Permitted Use.** County shall dispose of all wastewater using the wastewater uploading facility (“Wastewater Dump”) located at a location designated by the City, and shall be limited to delivery during the hours of 8:00 a.m. to 3:30 p.m. Monday through Friday. County shall be limited to disposing of five-hundred thousand (500,000) gallons of wastewater in the Wastewater Dump per month, which may be monitored by City at its discretion. County shall ensure that all wastewater meets or exceeds the specification mandated by the Oregon Department of Environmental Quality from time to time, including, but not limited to removing plastic, rocks, and other solids prior to delivery. City shall notify County upon receipt of any change to the specifications and County shall promptly comply with the same. County shall comply with all applicable laws, regulations and requirements when disposing of wastewater using the Wastewater Dump.

5.1 **Suspension.** City, upon notice to County, shall reserve the right to temporarily suspend receiving deliveries due to a breakdown or repair required at the WWTP or Wastewater Dump.

6. **Indemnity.**

6.1 **Indemnity of County.** Except for loss or damage arising from County’s acts or omissions, City shall defend, indemnify and hold County harmless from any and all costs, claims, damages or liability of any kind (including attorney fees) arising from the operation, ownership or use of the WWTP.

6.2 **Indemnity of City.** Except for loss or damage arising from City’s acts or omissions, County shall defend, indemnity, and hold City harmless from any and all costs, claims, damages, or liability of any kind (including attorney fees) arising from acts or omissions of County, County’s use of the Wastewater Dump and any breach or default in the performance of County’s obligations as set forth in this Agreement.

7. Maintenance of Wastewater Dump. City shall ensure that the Wastewater Dump and WWTP are maintained in good condition and repair. City will ensure that it maintains all permits and other certifications necessary to operate the Wastewater Dump and WWTP in a similar manner in which it was operated as of the Effective Date.

8. Environmental Provisions. County shall not cause or permit any Hazardous Substance (“Hazardous Substance”) defined as any hazardous or toxic substance, material or waste, including but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Material Table (49 CFR 172.101) or by the United States Environmental Protection Agency as Hazardous Substances (40 CFR Part 302) and amendments thereto, petroleum products, or other such substances, materials and wastes that are or become regulated under any applicable local, state, or federal law, to be released into the WWTP. County agrees to indemnify, defend, and hold City, its officials, officers, employees, contractors, and agents harmless from any and all claims, judgments, damages, penalties, fines, expenses, liabilities or losses (including attorney fees) arising from the release or disposal of Hazardous Substances into the WWTP by County. The indemnification provided in this section shall cover all costs incurred in connection with the investigation, clean up, remediation and/or restoration associated with such Hazardous Substance, and shall survive the expiration or termination of this Agreement indefinitely.

8.1 Notice. In the event that County disposes of a Hazardous Substance or fails to comply with any federal, state or local regulations with regard to the disposal of the wastewater, County shall notify City within two (2) days of such release or failure to comply with law.

8.2 Corrective Action. In the event that any investigation, site monitoring, containment, clean up, removal, restoration or other remedial work (collectively, “Remedial Work”) of any kind is necessary or required by any governmental agency or any third person as a result of such release of Hazardous Substance by County, City shall assume the responsibility by County immediately upon receipt of an invoice for such Remedial Work.

9. Assignment. Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed.

10. Miscellaneous.

10.1 Binding Effect. All of the terms and conditions contained shall apply and inure to and bind the heirs, successors, and to the extent permitted hereby, the assigns of the respective Parties hereto.

10.2 Non-Waiver. Failure by either Party at any time to require performance by the other Party of any of the provisions hereof shall in no way affect the Party’s right hereunder to enforce the same nor shall any waiver by the Party of any breach hereof be held to be a waiver of any succeeding breach or a waiver of this non-waiver clause.

10.3 *Attorney Fees.* In case litigation is instituted, including any bankruptcy or arbitration proceedings, arising out of this Agreement, the losing Party shall pay the prevailing Party's reasonable attorney fees, together with all expenses which may reasonably be incurred in taking such action, including but not limited to, costs, incurred in searching records, the costs of title reports and expert witness fees, and anticipated post judgment collection services. If an appeal is taken from any judgment of the trial court, the losing party shall pay the prevailing party in the appeal its reasonable attorney's fees and costs in such appeal.

10.4 *Integration.* This Agreement, together all other documents referenced herein, embodies the entire agreement of the Parties, hereto related to its subject matter. There are no promises, terms, conditions, or obligations other than those contained herein. This Agreement supersedes all prior communications, representations, or agreements, verbal or written, between the Parties hereto and shall not be amended except in writing duly subscribed by the Parties hereto.

10.5 *Employment of Attorneys.* The law firm of Law Office of Jered Reid, LLC has been employed by City to prepare the documents in conjunction with this Agreement, and such attorneys represent only City in this matter. County is hereby encouraged to seek the advice of counsel of their choosing. The rule of construction that a written agreement is construed against the party preparing or drafting such agreement shall specifically not be applicable in the interpretation of this Agreement, and any documents executed and delivered pursuant to or in connection with this Agreement.

10.6 *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to conflict-of-law principles.

10.7 *Exclusive Jurisdiction and Venue.* In any action or proceeding seeking to enforce any provisions of, or based on any rights arising out of, or related to or concerning this Agreement, the Parties hereto consent to the exclusive jurisdiction of the courts of the State of Oregon and of any duly appointed arbitrator. In any such action or proceeding, venue shall lie exclusively in Crook County, Oregon, and in no other location. The Parties further agree that in any such action or proceeding the Parties shall appear for deposition at their own expense in Crook County, Oregon

10.8 *Headings.* The headings used in this Agreement are solely for convenience of reference, are not part of this Agreement, and are not to be considered in construing or interpreting this Agreement.

10.9 *Severability.* If any provision of this Agreement is determined to be illegal or unenforceable, the validity of the remaining provisions hereof shall not be affected hereby; and such illegal or unenforceable provision shall be deemed modified to the minimum extent necessary to make it consistent with applicable law and, in its modified form, such provision shall then be enforceable and enforced.

10.10 *Counterparts, Facsimile and Electronic Signatures.* This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Facsimile or email transmission of

any signed original document, and retransmission or email of any signed facsimile or email transmission, shall be the same as delivery of an original.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date last written below:

County

City

Crook County, Oregon

City of Prineville

By: _____
Name: Seth Crawford
Its County Commissioner

By: _____
Name: Rodney J. Beebe
Its Mayor

Date: _____

Date: _____

By: _____
Name: Brian Barney
Its County Commissioner

By: _____
Name: Steve Forrester
Its City Manager

Date: _____

Date: _____

By: _____
Name: Susan Hermreck
Its County Commissioner

Date: _____



STAFF REPORT

MEETING DATE:	1/14/2025	PREPARED BY:	Casey Kaiser
SECTION:	Resolutions	DEPARTMENT:	Public Works
CITY GOAL:	Quality Municipal Services & Programs		
SUBJECT:	Resolution 1612 authorizing the purchase of water meters and related materials		

REASON FOR CONSIDERATION:

The proposed purchase will supply water meters that read the water volume being produced by wells in the Crooked River Well field.

BACKGROUND:

The City owns and maintains a series of 15 wells in the Crooked River Well Field that provide source water for the City. Each well has a meter located in a vault near the well. When water levels are high in the Crooked River the vaults can fill with water submerging the water meter. Several of the existing meters are malfunctioning due to water damage. The meters in the proposed purchase will be more resistant to water and are anticipated to maintain reliability when subjected to periodic submersion.

Staff utilized an informal solicitation process (authorized by Resolution 1266) through a regional service provider that resulted in the lowest responsive bidder of MXB for the Price of \$99,552.01.

FISCAL IMPACT:

The total cost of the proposed purchase is \$99,552.01.

RECOMMENDATION:

Staff recommends approving Resolution 1612 authorizing the purchase of MXB meters and related materials through Ferguson Waterworks in the amount of \$99.552.01.

**RESOLUTION NO. 1612
CITY OF PRINEVILLE, OREGON**

**A RESOLUTION AUTHORIZING THE PURCHASE OF METERS FOR PRINEVILLE
WATER TREATMENT PLANT**

Whereas, City of Prineville (“City”) operates a Water Treatment Plant.

Whereas, the City requires specialized meters to be able to withstand the submergence of water due to the location of the Water Treatment Plant.

Whereas, City staff utilized an informal solicitation process through a regional service provider that resulted in the lowest responsive bidder of MXB for the price \$99,552.01.

Whereas, City Resolution No. 1266 requires awards that exceed \$50,000 to be approved by the City Council.

Whereas, City staff believes it is in the best interest of the City to approve the purchase.

NOW, THEREFORE, the City of Prineville resolves that the purchase of Water Meters and related material quoted by MXB by and through Ferguson Waterworks in the amount of \$99,552.01 is hereby approved and appropriate City officials are authorized to sign a purchase agreement on behalf of the City.

Approved by the City Council this ____ day of January, 2025.

Rodney J. Beebe, Mayor

ATTEST:

Lisa Morgan, City Recorder