



Location: City Hall – Council Chambers
Date: January 25, 2022
Time: 6:00 PM

City Council Meeting Agenda

Mayor Jason Beebe, Council Members Steve Uffelman, Janet Hutchison, Patricia Jungmann, Gail Merritt, Jeff Papke, Raymond Law 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 1- 11-2022
- [2.](#) PD Property Conversion
- [3.](#) Wild Ride Brewing Liquor License Application

Visitors, Appearances and Requests

Council Presentations

4. Crook County Health Department Update - Katie Plumb
5. EDCO Presentation - Kelsey Lucas / Bryan Iverson

Council Business

- [6.](#) Council Committee Appointments Annual Review (Carried over from 1-11-2022) - Mayor Beebe

Staff Reports and Requests

7. City Manager's Report - Steve Forrester

Committee Reports

Ordinances

- [8.](#) Ordinance No. 1273 - Granting OTC a Telecommunications Franchise (**SECOND PRESENTATION**) - Jered Reid

Resolutions

Visitors, Appearances and Requests

Adjourn

9. Executive Session Pursuant to ORS 192.660 (2)(i) & 192.660 (8) - Evaluate Performance of an Officer, Employee or Staff Member

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
January 11, 2022

Council Members Present:

Patricia Jungmann
Steve Uffelman
Janet Hutchison
Gail Merritt

Jason Beebe
Ray Law

Council Members Absent

Jeff Papke

Mayor Beebe read the need for today’s Council meeting to be held remotely statement into the record due to the increase in COVID-19 Omicron variant cases in our community.

1. Mayor’s State of the City Address – Mayor Beebe

Mayor Beebe read the Mayor’s State of the City Address into the record.

Additions to the Agenda

Remove Item No. 4 under Council Business “Intent to Award Solar Field Fence Project” and replace with “Remote Council Meetings Discussion”. Mayor Beebe added City Manager Review Process to Council Business.

Consent Agenda

2. Regular Meeting Brief 12-14-2021

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

Visitors, Appearances and Requests:

No written comments were received for the record.

Council Presentations

3. Crook County Foundation (CCF) Update – Brandi Ebner / Tom Jay

Brandi Ebner, CCF Executive Director provided an update to Council regarding what CCF has been doing since the last update explaining that they have been trying to expand in the community.

Tom Jay, CCF President who is also the Crook County Cultural Coalition Chair just learned that additional money will be available after just finishing grant distributions. They brought back Picnic in the Park (PIP) in 2021, have partnered with Crook County Fair again for a concert and are looking forward to six concerts in 2022. Theater Camp will be taken over as a CCF program. They have a goal is to bring back Crook County Leadership program, Due to COVID that has been pushed back since it needs to be in person. An opportunity came about to do a youth leadership pilot program. They are moving forward with the “If I Were Mayor” student contest in sponsorship with the city. Diversity Equity Inclusion (DEI) Committee continued meeting twice a month through the year, goal is to do a “Be a Good Neighbor Day” which is where you just go out and be nice and a good neighbor to someone. Of course with COVID that had to be postponed. Also did an Acts of Kindness program where a little girl won by doing something nice for a senior. CCF continues to run a Scholarship program, and all dollars are growing with \$75K awarded last year to seniors. In the community programs, Crook County on the Move is working on a variety of programs locally and regionally. The Patty Pint run will be back in March with over 400 runners registered last year. \$5K was donated to the Tooth Taxi. CCF took over the Holiday Partnership and is still putting the numbers together, but so far looks like over 1200 families were helped. There was big increase in food donations.

Ms. Ebner talked about being thankful for city donating money to help support CCF over the years.

Ms. Ebner announced she would be resigning, after much consideration to accept another position and they are looking for a fantastic Executive Director replacement.

Council thanked Ms. Ebner and Mr. Jay for all that CCF does for the community.

Council Business

4. Remote Council Meetings – Steve Forrester / Jered Reid

Steve Forrester, City Manager began with some recent COVID-19 Omicron variant information and advised council of data provided by Crook County Health Department (CCHD), we are at 245 known cases this last week which is a record, the closest one is 201 set about a month ago and then went over regional cases. There is a significant increase in known cases, trend continues regarding people being vaccinated ending up in the hospital.

Mr. Forrester continued about how we are a lean running city for number of employees. Though keeping employee head counts low is right thing to do and only add when we need to, this could wipe out groups of our employees. Talked about Rail Road and Police Department minimum staff requirements to run and ensuring that our staff remains safe.

Mr. Forrester requested that the Mayor conduct discussions with council regarding meetings, and he is recommending that council remains meeting virtually.

Council had discussions and were in agreement that virtual meeting should continue for now and that the peak of the Omicron variant is expected in mid-February.

Councilor Hutchison made a motion to continue having Council meetings virtually through the end of February. There were discussions regarding clarification of the number of meetings. Councilor Hutchison confirmed that it would be the next three regular Council meetings that would be virtual. Motion seconded. All in favor, motion carried.

Mr. Forrester added that Katie Plumb from the CCHD has agreed to give Council a COVID-19 update at the next meeting.

5. Council Committee Appointments Annual Review – Mayor Beebe

Mayor Beebe explained that he would like to push this out to the next meeting to allow Council time to really look at and see if they want any committee changes.

6. City Manager Review Process

Mayor Beebe provided an overview stating when he needs the evaluations back and that there would be an Executive Session after the next meeting to go over the results.

Staff Reports and Requests:

7. City Manager's Report– Steve Forrester

Mr. Forrester explained that there is not a written manager report for this meeting since the Mayor's State of the City Address covered everything.

Mr. Forrester added that they had a US Department Leader meeting and there is a significant amount of dollars that could be available due to the growing level of interest in the bio mass project from the Governor to US elected officials.

Eric Klann, City Engineer added that the Director of the Department of Energy will possibly be visiting us.

There were no questions or comments.

8. Combs Flat Road Extension / Irrigation Modernization Project – Eric Klann

Mr. Klann explained that Josh Smith, Planning Director and Casey Kaiser, Senior Planner are helping with this project and went through a power point presentation. The canal is beautiful though it is very dangerous. We have started design of Combs Flat extension which is providing a secondary way of moving traffic through in town. Ochoco Irrigation District (OID) could pipe the canal and would save a significant amount of water and eliminate the need for two to three bridges over the canal for the extension which would save a significant amount of money for the project. Staff is looking for funding opportunities and hoping council will support moving forward to seek funding to move project forward.

Discussions continued regarding the canal being very dangerous, grants and if that is the only funding being looked at, the length of the piping being approximately one mile, and OID’s responsibility in this project.

Mr. Smith responded that adjacent owner has dedicated right of way (ROW) and this extension is part of the Transportation System Plan (TSP) and the city owning the majority of the property. If either of us, City or OID were to tackle this project alone, it would cost all of us more money. We are looking to take advantage of working together.

There were discussions regarding increasing development and property values.

Mr. Smith talked about difficulty developing without this and other fixes that would be required.

Discussions continued regarding this being a good project, pursuing grants, importance of working collectively, matching funds making a difference for getting more funding, the investment OID has already made working with BOR by making the title transfer move forward which has been green lighted by the Bureau of Reclamation (BOR).

Committee Reports

There were no reports.

Ordinances:

9. Ordinance No. 1273 – Granting OTC a Telecommunications Franchise (FIRST PRESENTATION) – Jered Reid

Jered Reid, City Attorney provided background information and Marcus Mott is in attendance to answer any questions and when the ordinance would take effect. It is modeled after the Zayo franchise ordinance.

Mr. Mott did a brief introduction of their company which began in Grant County many years ago. Prineville is known as a data hub which is why they are looking to expand fiber in the area.

There were discussions regarding this intending to provide better, reliable internet and expanding service to smaller companies such as Monument and John Day.

Councilor Uffelman made a motion to approve Ordinance No. 1273 for its first presentation. Motion seconded. No discussion on motion. All in favor, motion carried.

Resolutions:

None.

Visitors, Appearances and Requests

No written comments were received.

Adjourn

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

Meeting adjourned at 7:23 P.M.

Motions and Outcomes:

Motion:	Outcome	Beebe	Hutchison	Jungmann	Law	Merritt	Papke	Uffelman
Consent Agenda	PASSED	Y	Y	Y	Y	Y	-	Y
Motion to continue having Council meetings virtually through the end of February. There were discussions regarding clarification of the number of meetings. Councilor Hutchison confirmed that it would be the next three regular Council meetings that would be virtual	PASSED	Y	Y	Y	Y	Y	-	Y
Ordinance No. 1273 – Granting OTC a Telecommunications Franchise (FIRST PRESENTATION)	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> .



Prineville Police Department

1251 NE ELM STREET ♦ PRINEVILLE, OREGON 97754

Nicole Bigelow, Evidence

Phone: (541)447-4168 FAX: (541) 447-8619
nbigelow@prinevillepd.org Web Site: www.cityofprineville.com

1/11/2022

City Council,

The Prineville Police Department has in its possession the following items. These items have been released by the Crook County District Attorney's Office. At this time, I am requesting that the firearms be transferred to the Prineville Police Department for department use.

Case # 21000912

Item # 1 - Westernfield Montgomery Ward Shotgun
Forfeit by the Crook County Courts

Case # 21000566

Item # 1 – Browning .22
Item # 2 – Kimber .45 ACP Handgun
Forfeit by the Crook County Courts

Case # 21000517

Item # 8 - .22 Ruger Rifle
Certified Letter sent on 08/16/2021 and multiple phone calls regarding process to retrieve firearm. Subject made no attempts to retrieve items, and it has been over 30 days.

Case # 21000513

Item # 1 – Springfield Rifle
Item # 2 – Ammunition
Item # 3 – 2 Nylon Rifle Cases
Prineville citizen brought to the police department. This is a personal forfeit due to his age.

Thank you,

Nicole Bigelow



OREGON LIQUOR CONTROL COMMISSION

LIQUOR LICENSE APPLICATION



1. Application. **Do not include** any OLCC fees with your application packet (the license fee will be collected at a later time). Application is being made for:

License Applied For:	CITY AND COUNTY USE ONLY
<input type="checkbox"/> Brewery 1 st Location	Date application received and/or date stamp: 1-14-2022
Brewery Additional location (2 nd) <input type="checkbox"/> (3 rd) <input type="checkbox"/>	
<input checked="" type="checkbox"/> Brewery-Public House (BPH) 1 st location	Name of City or County: City of Prineville
BPH Additional location (2 nd) <input type="checkbox"/> (3 rd) <input type="checkbox"/>	Recommends this license be: <input type="checkbox"/> Granted <input type="checkbox"/> Denied
<input type="checkbox"/> Distillery	By: _____
<input type="checkbox"/> Full On-Premises, Commercial	Date: _____
<input type="checkbox"/> Full On-Premises, Caterer	
<input type="checkbox"/> Full On-Premises, Passenger Carrier	
<input type="checkbox"/> Full On-Premises, Other Public Location	
<input type="checkbox"/> Full On-Premises, For Profit Private Club	
<input type="checkbox"/> Full On-Premises, Nonprofit Private Club	
<input type="checkbox"/> Grower Sales Privilege (GSP) 1 st location	
GSP Additional location (2 nd) <input type="checkbox"/> (3 rd) <input type="checkbox"/>	
<input type="checkbox"/> Limited On-Premises	OLCC USE ONLY
<input type="checkbox"/> Off-Premises	Date application received: 11-2-2021
<input type="checkbox"/> Warehouse	Date application accepted: 11-2-2021
<input type="checkbox"/> Wholesale Malt Beverage & Wine	
<input type="checkbox"/> Winery 1 st Location	License Action(s): N/D
Winery Additional location (2 nd) <input type="checkbox"/> (3 rd) <input type="checkbox"/> (4 th) <input type="checkbox"/> (5 th) <input type="checkbox"/>	

2. Identify the applicant(s) applying for the license(s). **ENTITY (example: corporation or LLC) or INDIVIDUAL(S)**¹ applying for the license(s):

Wild Ride Brewing LLC

App #1: NAME OF ENTITY OR INDIVIDUAL APPLICANT

App #2: NAME OF ENTITY OR INDIVIDUAL APPLICANT

App #3: NAME OF ENTITY OR INDIVIDUAL APPLICANT

App #4: NAME OF ENTITY OR INDIVIDUAL APPLICANT

3. Trade Name of the Business (Name Customers Will See) Wild Ride Brewing		
4. Business Address (Number and Street Address of the Location that will have the liquor license) 1500 N.E. 3rd St. - Suite 101		
City Prineville	County Crook	Zip Code 97754

¹ Read the instructions on page 1 carefully. If an entity is applying for a license, list the name of the entity as an applicant. If an individual is applying as a sole proprietor (no entity), list the individual as an applicant.



OREGON LIQUOR CONTROL COMMISSION

LIQUOR LICENSE APPLICATION

5. Trade Name of the Business (Name Customers Will See) <i>Wild Ride Brewing</i>			
6. Does the business address currently have an OLCC liquor license? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
7. Does the business address currently have an OLCC marijuana license? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
8. Mailing Address/PO Box, Number, Street, Rural Route (where the OLCC will send your license certificate, renewal application and other mailings as described in <u>OAR 845-004-0065(1)</u>) <i>Mailing address to be Redmond location</i> <i>332 S.W. 5th St.</i>			
City <i>Redmond</i>	State <i>Oregon</i>	Zip Code <i>97756</i>	
9. Phone Number of the Business Location <i>541-516-8544</i>		10. Email Contact for this Application and for the Business <i>brian@wildridebrew.com</i>	
11. Contact Person for this Application <i>Brian Mitchell</i>		Phone Number <i>541- [REDACTED]</i>	
Contact Person's Mailing Address (if different)	City	State	Zip Code

Please note that liquor license applications are public records. A copy of the application will be posted on the OLCC website for a period of several weeks.

ATTESTATION: **READ CAREFULLY AND MAKE SURE YOU UNDERSTAND BEFORE SIGNING THIS FORM**

I understand that marijuana is prohibited on the licensed premises. This includes marijuana use, consumption, ingestion, inhalation, samples, give-away, sale, etc. 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.

I affirm that I have read OAR 845-005-0311 and all individuals (sole proprietors) or entities with an ownership interest (other than waivable ownership interest per OAR 845-005-0311(6)) are listed as license applicants in #2 above. I understand that failure to list an individual or entity who has an unwaivable ownership interest in the business may result in denial of my license or the OLCC taking action against my license in the event that an undisclosed ownership interest is discovered after license issuance.

Applicant(s) Signature

- Each individual (sole proprietor) listed as an applicant must sign the application below.
- If an applicant is an entity, such as a corporation or LLC, at least one **INDIVIDUAL who is authorized to sign for the entity** must sign the application.
- An individual with the authority to sign on behalf of the applicant (such as the applicant's attorney or an individual with power of attorney) may sign the application. If an individual other than an applicant signs the application, please provide written proof of signature authority. Attorneys signing on behalf of applicants may list the state of bar licensure and bar number in lieu of written proof of authority from an applicant. **Applicants are still responsible for all information on this form.**

<u>Brian Mitchell</u> App. #1: (PRINT NAME)	 App. #1: (SIGNATURE)	<u>11-2-21</u> App. #1: Signature Date	_____ Atty. Bar Information (if applicable)
_____ App. #2: (PRINT NAME)	_____ App. #2: (SIGNATURE)	_____ App. #2: Signature Date	_____ Atty. Bar Information (if applicable)
_____ App. #3: (PRINT NAME)	_____ App. #3: (SIGNATURE)	_____ App. #3: Signature Date	_____ Atty. Bar Information (if applicable)
_____ App. #4: (PRINT NAME)	_____ App. #4: (SIGNATURE)	10 : Signature Date	_____ Atty. Bar Information (if applicable)



Oregon Liquor Control Commission

LIMITED LIABILITY COMPANY (LLC) QUESTIONNAIRE

PRINT FORM

RESET FORM

LLC Name Wild Ride Brewing, LLC

Trade Name of Business (Name Customers Will See) Wild Ride Brewing

The LLC named in this document is a (see page 1 for definitions): Manager-Managed LLC Member-Managed LLC

This section is ONLY for a manager-managed LLC. (Directions on page 1. You may include information on a separate sheet.)

Name of Managing Member (please print)	Name of Managing Member (please print)
Brian Mitchell	

This section is for BOTH a manager-managed LLC and a member-managed LLC. (Directions on page 1. You may include information on a separate sheet.)

Name of Member (please print)	Percentage of issued membership held
Brian Mitchell	33.33
Scott Satterlee	33.33
* Ghad-Hinton-C+L Hinton LLC	16.67
Other 2 members with less than 10% each.	16.67

This section is ONLY for an LLC with the listed officers. (Directions on page 1. You may include information on a separate sheet.)

Title	Name (please print)
President	NA
Secretary	NA
Treasurer	NA
Vice president with responsibility over the operation of the business	NA

SERVER EDUCATION DESIGNEE (Directions on page 1)

Name (please print)	Date of Birth
Brian Mitchell	12-7- [REDACTED] SE 7/10/19

SIGNATURE (Directions on page 1)

NAME of Signing Person (please type or print) Brian Mitchell

DATE 6-26-21

SIGNATURE of signing person (may electronically sign)

This box for OLCC use ONLY

Only for an applicant of record: SOS Number [REDACTED] 17/22 Current at time of issuing license (yes/no) yes

Does the entity hold, or has it ever held, an OLCC-issued liquor license? yes

*per Brian - email 11/30/21.

LT



OREGON LIQUOR CONTROL COMMISSION
INDIVIDUAL HISTORY FORM

PRINTFORM
 RES-109M

1. Name (Print):	Mitchell Last	Brian First	Edwin Middle
2. Other names used (maiden, other):			
3. Do you have a Social Security Number (SSN) issued by the United States Social Security Administration? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, you must list your SSN:			
<p>SOCIAL SECURITY NUMBER DISCLOSURE: As part of your application for an initial or renewal license, Federal and State laws require you to provide your Social Security Number (SSN) to the Oregon Liquor Control Commission (OLCC) for child support enforcement purposes (42 USC § 666(a)(13) & ORS 25.785). If you are an applicant or licensee and fail to provide your SSN, the OLCC may refuse to process your application. Your SSN will be used only for child support enforcement purposes unless you indicate below.</p> <p>Based on our authority under ORS 471.311 and OAR 845-005-0312(6), we are requesting your <u>voluntary consent</u> to use your SSN for the following administrative purposes only: to match your license application to your Alcohol Server Education records (where applicable), and to ensure your identity for criminal records checks. OLCC will not deny you any rights, benefits or privileges otherwise provided by law if you do not consent to use of your SSN for these administrative purposes (5 USC § 552(a)).</p>			
4. Do you consent to the OLCC's use of my SSN as described above? Check this box: <input checked="" type="checkbox"/>			
5. Date of Birth (DOB):	12 (mm)	07 (dd)	[REDACTED] (YYYY)
6. Driver License or State ID #:			7. State <i>Oregon</i>
8. Contact Phone: 541-[REDACTED]			
9. E-mail Address: <i>brian@wildridebrew.com</i>			
10. Mailing Address:	[REDACTED] (Number and Street)	<i>Redmond Ore</i> (City)	<i>97756</i> (State) (Zip Code)
11. In the past 10 years, have you been convicted of a felony or a misdemeanor in a U.S. state outside of Oregon? No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> (If yes, explain in the space provided, below) Unsure <input type="checkbox"/> Choose this option and provide an explanation if, for example: you were arrested or went to court, but are unsure of whether there was a conviction; you paid a fine or served probation or parole, but are unsure of whether there was a conviction; or if you know you had a conviction, but you are unsure of whether the conviction has been removed from your record, etc.			

no DMV

CCH
 Initials: *lt*

12-2-2021



**OREGON LIQUOR CONTROL COMMISSION
INDIVIDUAL HISTORY FORM**

12. Do you, or any entity that you are a part of, currently hold or have you previously held a recreational marijuana license in Oregon? (Note: marijuana worker permits are not marijuana licenses.)

No Yes Please list licenses (and year(s) licensed) below Unsure Please include an explanation:

13. Do you, or any entity that you are a part of, hold an alcohol license in a U.S. state outside of Oregon?

No Yes Please list licenses (and year(s) licensed) below Unsure Please include an explanation:

14. Do you or any entity that you are a part of, have any other liquor license applications pending with the OLCC?

No Yes Please list applications below Unsure Please include an explanation:

You must sign your own form (electronic signature acceptable). Another individual, such as your attorney or an individual with power of attorney, *may not* sign your form.

Affirmation

Even if I receive assistance in completing this form, I affirm by my signature below, that my answers on this form are true and complete. I understand the OLCC will use the above information to check my records, including but not limited to my criminal history. I understand that if my answers are not true and complete, the OLCC may deny my license application.

Name (Print):	Mitchell Last	Brian First	Edwin Middle
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Signature:		Date:	11-2-21
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This box for OLCC use ONLY

yes Does the individual currently hold, or has the individual previously held, an OLCC- issued liquor license?



OREGON LIQUOR CONTROL COMMISSION BUSINESS INFORMATION

Please Print or Type

Applicant Name: Wild Ride Brewing LLC Phone: 541-516-8544

Trade Name (dba): Wild Ride Brewing / Wild Ride Brew

Business Location Address: 1500 N.E. 3rd St. - Suite 101

City: Prineville ZIP Code: 97754

DAYS AND HOURS OF OPERATION

Business Hours:

Sunday 11:00 to 10:00
 Monday 11:00 to 10:00
 Tuesday 11:00 to 10:00
 Wednesday 11:00 to 10:00
 Thursday 11:00 to 10:00
 Friday 11:00 to 10:00
 Saturday 11:00 to 10:00

Outdoor Area Hours:

Sunday 11:00 to 10:00
 Monday 11:00 to 10:00
 Tuesday 11:00 to 10:00
 Wednesday 11:00 to 10:00
 Thursday 11:00 to 10:00
 Friday 11:00 to 10:00
 Saturday 11:00 to 10:00

The outdoor area is used for:

Food service Hours: 11:00 to 10:00
 Alcohol service Hours: 11:00 to 10:00
 Enclosed, how _____

The exterior area is adequately viewed and/or supervised by Service Permittees.
LT (Investigator's Initials)

Seasonal Variations: Yes No If yes, explain: _____

ENTERTAINMENT

Check all that apply:

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

DAYS & HOURS OF LIVE OR DJ MUSIC

Varies - Special events Only

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

SEATING COUNT

Restaurant: Tap room } 110
 Lounge: }
 Outdoor: 110
 Other (explain): _____
 Banquet: _____ Total Seating: 220

OLCC USE ONLY

Investigator Verified Seating: (Y) (N)
 Investigator Initials: LT
 Date: 12-2-2021

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

Applicant Signature: [Signature] Date: 11-2-21

Council Committee Appointments - 2021

Committee Name	Facilitated By	Committee Type	Meeting Times	Appointed By	City Members	Comments
Air Quality Committee	City	AD Hoc	Monthly - Thursday 1 to 2PM or 11 AM to Noon	City	Janet Hutchison, CCF&R, County, DEQ, BLM, USDA, Citizens	
Central Oregon Intergovernmental Council (COIC)	COIC	Permanent	Monthly - 1st Thursday 5:30 PM - Redmond COIC	Mayor	Primary : Gail Merritt, Alternate: Jeff Papke	
Crooked River Watershed	Crooked River Watershed	Permanent	Monthly - 2nd Thursday 6-9 PM	Mayor	Josh Smith Jason Beebe	
Crook County Community Foundation (CCF)	CCF	Permanent	Monthly -3rd Thursday 7:30-8:30 AM	Mayor	Ray Law	
Central Oregon Cities Organization (COCO)	COCO	Permanent	Monthly - 3rd Monday - Redmond City Hall 11:30 AM	Mayor	Primary: Jason Beebe Steve Forrester	
Central Oregon Area Commission on Transportation (COACT)	COACT	Permanent	Every Other Month March, May, August & Nov	Mayor	Steve Uffelman(Primary)/ Ray Law (Alternate) Steve Forrester	
Crook County School District Facilities	School District	AD Hoc	As needed	Mayor	Steve Forrester Jeff Papke	As needed
Deschutes Water Alliance (DWA)	DWA	Permanent	As needed	Mayor	Eric Klann	As needed
Economic Development of Central Oregon Boad (EDCO)	EDCO	Permanent	Monthly - 2nd Thursday 8:30-10:30 AM	Mayor	City Manager Jason Beebe	Quarterly from EDCO
Habitat Conservation Plan - Fish Re-introduction (HCP)	COIC/DBBC	AD Hoc	As needed	Mayor	Jason Beebe Eric Klann	
Crook County Human Services Committee	County	Permanent	Monthly - 2nd Tuesday 4-5:30 PM	Mayor	Janet Hutchison	

Committee Name	Facilitated By	Committee Type	Meeting Times	Appointed By	City Members	Comments
Finance Committee	City	Permanent	Quarterly or as needed	Mayor	Janet Hutchison Jason Beebe Gail Merritt Liz Schuette Andy Parks City Manager	Quarterly from Finance Director
Public Works Committee	City	Permanent	As needed	Mayor	Janet Hutchison Jason Beebe City Manager	As needed
Public Safety Funding Committee	City	Permanent	As needed	Mayor	City Manager Chief of Police Patricia Jungmann Steve Uffelman Gail Merritt	As needed
Transportation Committee New Name as of Jan. 2017 formerly Traffic Safety Committee	City	Permanent	As needed	Mayor	Ray Law Planning Dept Police Dept Public Works Dept	As needed
Railroad Advisory Committee	City	Permanent	Monthly - 3rd Wednesday - Railroad Office - Noon		Steve Uffelman Matt Weiderholt Mike Ervin (Citizen/Industry Expert) Dustin Wilson (Rail User) Jerry Evans- (Citizen) Larry Gerke (Shipper Rep) City Manager (Ex- Officio)	

Committee Name	Facilitated By	Committee Type	Meeting Times	Appointed By	City Members	Comments
Local Intergovernmental Committee	City	Permanent	January, March, May, July, Sept, Nov	Mayor	Jason Beebe School District Superintendent County Court Rep Parks & Rec Chamber of Commerce City Manager Fire Dept / Police Dept	
Solid Waste Advisory Committee (SWAC)	Republic Disposal	AD Hoc	Quarterly	Mayor	Jeff Papke Eric Klann	As needed (new committee as of 2011)
Downtown Revitalization Committee	City	TBD	TBD	Mayor	City Staff Reps - Josh Smith /Casey Kaiser Chamber of Commerce Patricia Jungmann Various Downtown Business Owners and citizens	
Chamber of Commerce Board	Chamber			Mayor	Ray Law	
Barnes Butte Focus Committee New Name as of 2017 (formerly Iron Horse Development Committee) formerly Sports Complex Committee	CCF/City/Committee	AD Hoc	TBD	Mayor for City Reps	Eric Klann Gail Merritt Jason Beebe Janet Hutchison	OVER 30 COMMUNITY MEMBERS
Franchise Fee Committee 10/9/2014	City	AD Hoc	TBD	Mayor/Steve F.	Ray Law Steve Forrester	
Neighbor Impact	Scott Cooper			Mayor	Patricia Jungmann	
Council Governance Committee	City	Permanent	As needed	Mayor	Patricia Jungmann Jason Beebe Jeff Papke - Chair	
County Natural Resource Committee	County	Permanent		Mayor	Ray Law	
Ochoco Forrest Collaborative Last Updated: 1/26/2021	OFC	Permanent		Mayor	Janet Hutchison	

**** PLEASE NOTE, ANY COUNCIL MEMBER IS WELCOME TO VISIT ANY OF THESE COMMITTEE GROUPS WITH ADVANCED NOTICE TO AVOID A QUORUM ****

**CITY OF PRINEVILLE
ORDINANCE NO. 1273**

AN ORDINANCE GRANTING OREGON TELEPHONE CORPORATION THE RIGHT AND PRIVILEGE TO PROVIDE AND OPERATE A TELECOMMUNICATIONS BUSINESS WITHIN THE CITY OF PRINEVILLE, AND TO PLACE, ERECT, LAY, MAINTAIN, AND OPERATE IN, UPON, OVER, AND UNDER THE PUBLIC STREETS, ALLEYS, AVENUES, THOROUGHFARES, HIGHWAYS, PLACES, AND GROUNDS WITHIN THE CITY OF PRINEVILLE, POLES, WIRES, OPTICAL FIBER CABLE, AND OTHER APPLIANCES AND CONDUCTORS FOR ALL TELECOMMUNICATION PURPOSES; AND DECLARING AN EMERGENCY.

Whereas, Oregon Telephone Corporation, an Oregon corporation duly authorized to transact business in the state of Oregon (“OTC”), desires to provide and operate a telecommunications business within the City of Prineville (“City”); and

Whereas, by passage of this Ordinance (“Ordinance”), City will grant OTC the right and franchise to provide and operate a telecommunications business within City, subject to the terms and conditions contained in this Ordinance.

Now, Therefore, the people of the City of Prineville ordain as follows:

1. Grant of Franchise

1.1 Grant of Franchise. Subject to the terms and conditions contained in this Ordinance, City grants OTC the right and privilege to provide and operate a telecommunications business within City, and to place, erect, lay, maintain, and operate the Facilities (as defined below) in, upon, over, and under the Right-of-Ways (as defined below) for all telecommunications purposes. OTC will enter into, onto, and/or over the Right-of-Ways only for the purposes described in the immediately preceding sentence. For purposes of this Ordinance, the term “Right-of-Way(s)” means the public streets, alleys, avenues, thoroughfares, and highways located within City which are owned and/or controlled by City; “Facilities” means poles, wires, optical fiber wire, conductors, appliances, and related equipment OTC requires for telecommunication purposes.

1.2 Franchise Non-Exclusive. The franchise granted by City under this Ordinance is and will be construed as a non-exclusive franchise. City reserves the right to grant franchises, licenses, permits, and/or other similar rights to other persons to use and/or place, erect, lay, maintain, and/or operate in, on, over, and/or under the Right-of-Ways for similar or different purposes allowed under this Ordinance.

2. Location, Relocation, and Removal

2.1 Location of Facilities. For any new construction of Facilities concerning or impacting any new construction or development within City, OTC, with permission from City to occupy such Right-of-Way, will locate its Facilities underground; provided, however, OTC will

not be required to locate the Facilities underground if all other utilities in the subject Right-of-Way are located aboveground. Whenever utility services are located or relocated underground within a particular Right-of-Way, OTC will relocate its Facilities underground concurrently with the other affected utilities to minimize disruption of the Right-of-Way. Notwithstanding anything contained in this Ordinance to the contrary, (a) OTC will not be permitted to place, erect, lay, maintain, and/or operate its Facilities in, upon, over, and/or under any City park, trail, open space, and/or similar areas, and (b) City will have the authority to prescribe which Right-of-Ways will be used by OTC for the Facilities, and the location of the Facilities within the Right-of-Ways (whether such Facilities are newly constructed, replaced, repaired, or otherwise).

2.2 Relocation. Except in the case of an Emergency (as defined below), within thirty (30) days after City's request, OTC will, at OTC's cost and expense, remove, relocate, change, and/or alter the position or location of any Facilities within the Right-of-Way whenever City has determined that such removal, relocation, change, and/or alteration is necessary for any of the following reasons: (a) an Emergency; (b) the construction, repair, installation, and/or maintenance of any City or other public work or improvement; (c) the operations of City or other governmental entity in, on, and/or under the Right-of-Way requires the removal, relocation, change, and/or alteration of the Facilities; (d) the removal, relocation, change, and/or alteration is pursuant to a beautification, streetscape, and/or other City improvement project; and/or (e) public convenience and/or necessity (as reasonably determined by City). If any moving and/or relocation work is done for or at the request of a private individual, entity, developer, or development, the costs of such moving or relocation work will be borne by the requesting private individual, entity, developer, or development. Nothing contained in this Ordinance will be construed in any way to prevent City from sewerage, grading, planking, rocking, paving, repairing, altering, and/or improving any Right-of-Way in and/or on which the Facilities are or will be placed. If OTC is required to complete any removal, relocation, change, and/or alteration work under this Section 2.2 due to an Emergency, OTC will exercise its best efforts to complete such work promptly and without delay. City will not require OTC to remove or relocate its Facilities or vacate any Right-of-Way incidental to any public housing or renewal project under ORS Chapters 456 or 457 without reserving OTC's right therein or without requiring OTC to be compensated for the costs thereof.

2.3 Moving Aerials. Notwithstanding anything contained in this Ordinance to the contrary, whenever it becomes necessary to temporarily rearrange, remove, lower, and/or raise the Facilities to permit the passage of any building, machinery, and/or other object moved over any Right-of-Way (a "Temporary Adjustment"), OTC will perform the Temporary Adjustment within seventy-two (72) hours after OTC's receipt of written notice from the owner or contractor-mover desiring to move such building, machinery, and/or other object (the "Move Notice"). The Move Notice will (a) bear the approval of City, (b) detail the route of movement of the building, machinery, and/or object, (c) provide that the costs incurred by OTC in making the Temporary Adjustment will be borne by the contractor-mover, (d) provide that the contractor-mover will indemnify and hold OTC harmless for, from, and against any and all damages, claims, or causes of action caused directly or indirectly from the Temporary Adjustment, and (e) if required by OTC, will be accompanied by cash deposit or a good and sufficient bond to pay any and all such costs as estimated by OTC.

3. **Construction, Installation, and Operation**

3.1 **Telecommunications Facilities.** Facilities will not interfere with City's water mains, sewer mains, gas mains, and/or any other municipal uses of the Right-of-Way. Facilities will be erected and located so not to unreasonably interfere with the public's use of the Right-of-Way. OTC will maintain, at OTC's expense, all Facilities in good and safe order and condition. If OTC erects poles within the Right-of-Way for the purposes of providing and operating the telecommunications business, to the extent technically feasible and subject to reasonable conditions relating to safety, City may attach and maintain traffic signals, wires, control boxes, and similar items or equipment to the poles without cost or expense. City will compensate OTC for any make ready work needed in order to accommodate City's attachments to OTC's poles.

3.2 **Construction Work.** Except in the case of an Emergency, not less than fifteen (15) days prior to OTC commencing (or causing any person to commence) any Construction Work (as defined below) within City, OTC will (a) obtain all necessary construction permits concerning the proposed Construction Work, if any, (b) file with City maps, materials, documentation, a copy of the proposed work order, any necessary construction permits, and any other information or documentation requested by City concerning the proposed Construction Work (including, without limitation, a description of the location of any Facilities), and (c) obtain City's prior written consent to the proposed Construction Work. If OTC is required to perform any Construction Work due to the occurrence of an Emergency, OTC will be required to comply with Section 3.2(a), (b), and (c) as soon as practicable (but in no event later than five days after the occurrence of the Emergency). OTC will conduct its operations and will perform all Construction Work, including, without limitation, any excavation and/or restoration work, in accordance with the following: (a) all Construction Work will be completed in a safe manner, taking into account all applicable traffic control rules and procedures; (b) all Construction Work will be completed so as to minimize disruption and interference of the Right-of-Way; (c) all Construction Work will be completed in accordance with this Ordinance and all applicable Legal Regulations (as defined below); and (d) all Construction Work will be completed in a good workmanlike manner. City will be permitted to inspect any and all Construction Work and demand correction of any incomplete or improper Construction Work. For purposes of this Ordinance, the term "Construction Work" means any construction activity in, on, over, and/or under any Right-of-Way, including, without limitation, any excavation, maintenance, improvement, repair, extension, and/or relocation work; the term "Emergency" means a human created or natural event or circumstance that causes or threatens loss of life, injury to person or property, human suffering, or significant financial loss.

3.3 **Restoration of Property.** If OTC disturbs and/or causes another to disturb any Right-of-Way, OTC will, at OTC's cost and expense, replace or restore the Right-of-Way to the same condition to which the Right-of-Way existed prior to the disruption as soon as practicable and without unreasonable delay. If OTC fails to timely replace or restore any Right-of-Way to the same condition to which the Right-of-Way existed prior to the disruption, City may cause the replacement or restoration to be made at the expense of OTC. OTC will pay City any and all costs and expenses incurred by City to replace or restore the Right-of-Way immediately on City's demand.

4. **Franchise Fees**

4.1(a) Payment of Franchise Fees. In consideration of the rights, privileges, and franchise granted by City to OTC under this Ordinance, OTC will pay City a franchise fee equal to seven percent (7%) of OTC's Gross Revenues (as defined below). OTC will pay the Franchise Fee in quarterly installments, which quarterly installments will be due on or before the last day of the month immediately following the end of each calendar year quarter. Contemporaneously with each quarterly payment, OTC will file with City a sworn statement describing the total Gross Revenues OTC received during the immediately preceding quarter (the "Accounting Statement"). City's acceptance of any payments under this Section 4.1 will not constitute a waiver by City of any breach under this Ordinance. For purposes of this Section 4.1, the term "Gross Revenues" means any and all revenues OTC receives directly or indirectly from OTC's operations and/or delivery of services within City, less net uncollectibles, including, without limitation, revenues from the use, rental, and/or lease of the Facilities.

4.1(b) In the event OTC does not generate any Gross Revenue within the City's jurisdiction, OTC shall instead remit to the City on an annual basis, payable one (1) year in advance, \$2.50 per linear foot for those portions of OTC's cable that occupies City's public rights of way. This fee shall be payable to the City until such time that OTC begins to generate revenue within City at which time OTC shall then begin to remit franchise fees to the City in accordance with Section 4.1(a), with any amounts paid in advance pursuant with this Section prorated accordingly and applied to amounts subsequently owed under Section 4.1(a).

4.2 Inspection of Books and Records. On ten (10) days' advance written notice to OTC, City may review such OTC books, records, documentation, and/or information City reasonably determines necessary or appropriate to audit an Accounting Statement and/or ascertain OTC's compliance with this Ordinance. OTC will cooperate with City in conducting any inspection and/or audit and will correct any discrepancies affecting City's interest in a prompt and efficient manner. City will bear the cost of any audit provided irregularities of not more than five percent (5%) are found (if City discovers irregularities exceeding five percent (5%), OTC will bear the cost of City's audit). OTC will keep all its books, records, documentation, and/or information at its corporate headquarters. If OTC provides any books, records, and/or information to City that OTC reasonably believes to be confidential or proprietary, and OTC clearly and specifically identifies such books, records, and/or information as confidential or proprietary upon initial submission to City, City will take reasonable steps to protect the confidentiality of such books, records, and/or information subject to City's obligations under Oregon's Public Records Law, ORS 192.410-192.505. City will not be required to incur any costs to protect any confidential or proprietary books, records, and/or information, other than City's routine internal procedures for complying with Oregon's Public Records Law.

5. **Insurance; Indemnification**

5.1 Insurance. OTC, at its cost and expense, will obtain and keep in full force and effect during the term of this Ordinance the following insurance coverage and their respective minimum limits: (a) workers' compensation insurance within statutory limits; (b) employer's liability insurance with limits of not less than \$1,000,000 per occurrence, \$2,000,000 in the

aggregate; (c) comprehensive general liability insurance with limits of not less than \$2,000,000 for bodily injury or death to each person, \$2,000,000 for property damage resulting from any one accident, and \$2,000,000 for all other types of liability; and (d) automobile liability insurance for all owned, non-owned, and hired vehicles that are or may be used by OTC and its employees with limits of \$1,000,000 for each person, \$2,000,000 for each accident. Each liability insurance policy OTC is required to obtain and maintain under this Section 5.1 will name City and its officers, employees, and agents as additional insureds. No cancellation, expiration, modification, or reduction in amount or scope of insurance coverage is permitted without providing City thirty (30) days' prior written notice. All insurance OTC is required to obtain and maintain under this Section 5.1 will be issued only by insurance companies licensed in Oregon. Prior to City's execution and acceptance of this Ordinance, and at any other time thereafter within ten (10) days after City's written request, OTC will provide City with certificates of insurance and endorsements evidencing OTC's compliance with this Section 5.1.

5.2 OTC Indemnification. OTC will defend, indemnify, and hold City, and each employee, officer, agent, contractor, and representative of City, harmless for, from, and against any and all claims, actions, proceedings, damages, liabilities, losses, and expenses of every kind, including, without limitation, attorney fees and costs, resulting from or arising out of, whether directly or indirectly, the following: (a) the acts or omissions of OTC and/or its directors, officers, shareholders, members, managers, employees, agents, representatives, contractors, and/or affiliates, whether such acts or omissions are authorized, allowed, or prohibited by this Ordinance; (b) damage, injury, or death to person or property caused directly or indirectly by OTC and/or its directors, officers, shareholders, members, managers, employees, agents, representatives, contractors, and/or affiliates; and/or (c) OTC's breach and/or failure to perform any OTC representation, warranty, covenant, and/or obligation under this Ordinance. OTC's indemnification obligations provided in this Section 5.2 will survive the termination of this Ordinance.

6. **Term of Franchise**

6.1 Term of Franchise. Unless sooner terminated or extended as provided in this Ordinance, this Ordinance (and the Franchise granted hereunder) will be in full force and effect for a period of five (5) years, commencing on first day of the month following acceptance of this Ordinance by OTC. Upon expiration of this Ordinance, OTC shall have the option to renew the Franchise granted pursuant to this Ordinance for one additional term of five (5) years. To exercise this option, OTC must make written application to City on or before 180 days prior to expiration and be in compliance with the terms of this Ordinance. The provisions of the Franchise renewal will be negotiated in good faith by City and OTC. Any renewal of the Franchise will be governed by and comply with the provisions of Section 626 of the Cable Act, as amended (11 U.S.C. § 546). This Ordinance may be terminated at any time by the mutual written agreement of City and OTC.

6.2 Termination for Cause. Notwithstanding anything contained in this Ordinance to the contrary, City may terminate this Ordinance (and the franchise granted hereunder) by notice to OTC on the occurrence of any of the following events (each an "Event of Default"): (a) OTC fails to comply with any applicable Legal Regulation; and/or (b) OTC breaches and/or otherwise fails to perform any OTC representation, warranty, covenant, and/or obligation contained in this Ordinance.

Prior to City’s termination of this Ordinance under this Section 6.2, City will provide OTC thirty (30) days’ prior written notice (the “OTC Default Notice”) specifying with reasonable particularity the Event of Default(s) City believes exist. Commencing from OTC’s receipt of the OTC Default Notice, OTC will have thirty (30) days to cure or remedy the Event of Default(s) (the “OTC Cure Period”); provided, however, if the nature of the default is such that it cannot be completely remedied or cured within the OTC Cure Period, there will not be a default by OTC under this Ordinance if OTC begins correction of the default within the OTC Cure Period and thereafter proceeds with reasonable diligence to effect the remedy as soon as practicable. Subject to the immediately preceding sentence, if OTC fails to cure or remedy the Event of Default(s) within the OTC Cure Period, City may terminate this Ordinance based on such Event of Default(s) and may pursue any and all rights and remedies available to City under this Ordinance and/or applicable law. Termination of this Ordinance by City will not constitute a waiver or termination of any rights, claims, and/or causes of action City may have against OTC.

6.3 City Default. No City act or omission will be considered a default under this Ordinance unless and until City has received thirty (30) days’ prior written notice from OTC specifying with reasonable particularity the nature of the default OTC believes exist (the “City Default Notice”). Commencing from City’s receipt of the City Default Notice, City will have thirty (30) days to cure or remedy the alleged default (the “City Cure Period”) before City will be deemed in default of this Ordinance; provided, however, if the nature of the default is such that it cannot be completely remedied or cured within the City Cure Period, there will not be a default by City under this Ordinance if City begins correction of the default within the City Cure Period and thereafter proceeds with reasonable diligence to effect the remedy as soon as practicable.

6.4 Remedies. If a party breaches or otherwise fails to perform any of its terms, covenants, conditions, and/or obligations under this Ordinance, the non-defaulting party may, in addition to any other remedy provided to the non-defaulting party under this Ordinance, pursue any and all remedies available to the non-defaulting party at law or in equity. All available remedies are cumulative and may be exercised singularly or concurrently.

7. **Miscellaneous**

7.1 Assignment or Transfer of Franchise. OTC will not assign or transfer in any manner whatsoever any interest in or to the franchise created by this Ordinance unless and until the following conditions are met: (a) the grantee, assignee, or transferee agrees in writing (in form and substance reasonably satisfactory to City) to assume and abide by the terms and conditions contained in this Ordinance; and (b) OTC provides City ninety (90) days’ prior written notice of the proposed assignment or transfer and City provides prior written consent of the proposed assignment or transfer, which consent City will not unreasonably withhold, condition, or delay, except that OTC may assign its interest in or to the franchise created by this Ordinance, to another entity that OTC owns or controls or to another person, as defined in Section 7.8, that OTC is owned or controlled by, by given written notice to the City of such assignment and confirms that the affiliate assignee agrees that it shall abide by the terms and conditions contained in this Ordinance. Subject to the terms and conditions contained in this Section 7.1, this Ordinance will be binding on the parties and their respective heirs, executors, administrators, successors, and assigns and will inure to their benefit. Any pledge or

hypothecation of corporate assets for the purposes of fulfilling corporate financing transactions in the ordinary course of business shall not be considered an assignment for the purposes of this section of the Ordinance.

7.2 Severability. Each provision contained in this Ordinance will be treated as a separate and independent provision. The unenforceability of any one provision will in no way impair the enforceability of any other provision contained herein. Any reading of a provision causing unenforceability will yield to a construction permitting enforcement to the maximum extent permitted by applicable law.

7.3 Attorney Fees. With respect to any dispute relating to this Ordinance, or if a suit, action, arbitration, or other proceeding of any nature whatsoever is instituted to interpret or enforce the provisions of this Ordinance, including, without limitation, any proceeding under the U.S. Bankruptcy Code and involving issues peculiar to federal bankruptcy law or any action, suit, arbitration, or proceeding seeking a declaration of rights or rescission, the prevailing party will be entitled to recover from the losing party its reasonable attorney fees, paralegal fees, expert fees, and all other fees, costs, and expenses incurred in connection therewith, as determined by the judge or arbitrator at trial, arbitration, or other proceeding, or on any appeal or review, in addition to all other amounts provided by law.

7.4 Governing Law; Venue. This Ordinance is subject to any and all applicable federal, state, and local laws, rules, regulations, codes, and ordinances, including, without limitation, any City ordinances, standards, and regulations, all as now in force and/or which may hereafter be amended, modified, enacted, or promulgated (individually and collectively, the “Legal Regulation(s)”). Any action or proceeding arising out of or concerning this Ordinance will be litigated in courts located in Crook County, Oregon, or the United States District Court for the District of Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Crook County, Oregon, or the United States District Court for the District of Oregon.

7.5 Action by the Parties. In any action mandated or permitted by City or OTC under this Ordinance, such party will act in a reasonable, expeditious, and timely manner. Whenever the approval or consent of either City or OTC is required under this Ordinance, such consent will not be unreasonably withheld, conditioned, or delayed.

7.6 Compliance with Laws. OTC will comply with any and all applicable Legal Regulations, both generally and in connection with OTC’s performance of its obligations arising out of or under this Ordinance. The rights and privileges granted by City to OTC under this Ordinance extend only to the extent of City’s right or authority to grant a franchise to occupy and use the Right-of-Ways for the Facilities.

7.7 Notices. All notices or other communications required or permitted by this Ordinance must be in writing, must be delivered to the parties at the addresses set forth below, or any other address that a party may designate by notice to the other party, and are considered delivered upon actual receipt if delivered personally, by fax, or by a nationally recognized overnight delivery service, or at the end of the third business day after the date of deposit if

deposited in the United States mail, postage pre-paid, certified, return receipt requested.

To City:
City of Prineville
Attn: City Manager
387 NE Third Street
Prineville, Oregon 97754

To OTC:
Oregon Telephone Corporation
PO Box 609
Mount Vernon, OR 97865

with a copy to:
Jered Reid
35 SE C Street, Suite D
Madras, OR 97741
Fax: 541.475.1113

7.8 Person and Interpretation. For purposes of this Ordinance, the term “person” means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other entity. All pronouns contained herein and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The words “include,” “includes,” and “including” are not limiting. The word “or” is not exclusive. Reference to “days” means calendar days, with any deadline falling on a day other than a business day being extended to the next business day.

7.9 Expenses. Notwithstanding anything contained in this Ordinance to the contrary, OTC will bear any and all fees, costs, and expenses incurred or arising out of OTC’s performance of its obligations under this Ordinance.

7.10 Entire Agreement. This Ordinance contains the entire agreement and understanding between the parties with respect to the subject matter of this Ordinance and contains all of the terms and conditions of the parties’ agreement and supersedes any other oral or written negotiations, discussions, representations, or agreements. OTC has not relied on any promises, statements, representations, or warranties except as set forth expressly in this Ordinance.

7.11 OTC Acceptance. Within thirty (30) days after City’s passage of this Ordinance, OTC will file with City the written acceptance attached hereto as Exhibit A (the “Acceptance”). If OTC fails to timely file the Acceptance with City, this franchise (and the rights granted to OTC herein) will be deemed null, void, and repealed by City in all respects without further act by City.

7.12 Corrections. This Ordinance may be corrected by order of City’s City Council to cure editorial and clerical errors.

7.13 Emergency Declaration. Passage of this Ordinance is deemed to be necessary for the immediate preservation of the peace, health, and safety of City’s citizens. Consequently, an emergency is hereby declared to exist. This Ordinance will be in full force and effect upon its passage by the City Council and approval of the Mayor.

Presented for the first time at a regular meeting of the City Council held on January _____, 2022, and the City Council finally enacted the foregoing ordinance this ____ day of January, 2022.

Rodney J. Beebe
Mayor

ATTEST:

Lisa Morgan, City Recorder

Exhibit A
Acceptance

The forgoing Ordinance No., adopted by the City of Prineville on, consisting of 10 pages, including this Exhibit A, is approved, accepted, and agreed upon by OTC.

Dated: _____, 2022

Oregon Telephone Corporation.
an Oregon Corporation

By:

Its: