



Location: City Hall – Council Chambers
Date: April 14, 2026
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

<https://us02web.zoom.us/j/88510218392>

Call to Order

Flag Salute

Additions to Agenda

Consent Agenda

- [1.](#) Regular Meeting Brief 3-24-2026

Visitors, Appearances, and Requests Limited to Three (3) Minutes Per Person

Council Presentations

Council Business

- [2.](#) Consideration of Republic Rate Increase (**PUBLIC HEARING**) - Lori Hooper Antram
- [3.](#) Intent to Award Headworks Rail System Installation - Casey Kaiser / Mike Kasberger
- [4.](#) Consideration of Heart of Oregon Funding Request - Patrick Orr, Program Director - Sponsor Councilor Hutchison
- [5.](#) Consideration of Rural Oregon Community Foundation Funding Request - Steve Holliday, President - Sponsor Mayor Beebe
- [6.](#) Consideration of a Proclamation - May Foster Care Month - Sponsor Marv Sumner

Staff Reports and Requests

- [7.](#) City Manager's Report - Steve Forrester
8. Dispatch Annual Update to Council - Katie Kemper

Council Reports

Ordinances

- [9.](#) Ordinance No 1307 - Granting an Electric Utility Franchise and General Utility Easement to Pacificorp (**FIRST PRESENTATION**) - Steve Forrester / Jered Reid



Resolutions

10. Resolution No 1642 - Establishing the SW Empire Drive Reimbursement District -
Randy Blakeny / Jered Reid

Visitors, Appearances, and Requests Limited to Three (3) Minutes Per Person

Adjourn

Agenda items may be added or removed as necessary after publication deadline

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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
March 24, 2026

Council Members Present:

Scott Smith
Marv Sumner
Steve Uffelman

Shane Howard
Jason Beebe
Janet Hutchison

Council Members Absent

Jerry Brummer

Additions to the Agenda

None.

Consent Agenda

1. Regular Meeting Brief 3-10-2026

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

Visitors, Appearances, and Requests

No one came forward. No one online raised a hand.

Council Presentations

2. **Republic Disposal Update to Council** – Erica Haitsma & John Haylin

Erica Haitsma, General Manager, and John Hayling, Municipal Manager, went through a PowerPoint presentation regarding recycling and contamination.

There were discussions regarding glass recycling, dirty food containers, copy paper being able to be recycled, shredded paper having to be source separated, and MERF processing plants.

Currently, recycling goes to Salem, and it will be several years out before being processed in Central Oregon.

Other items that can be recycled are wrapping paper and gift bags. If it has like a plastic film, however, it has to go into the garbage.

Council Business:

3. Reading of a Proclamation – Dark Skies Week – Mayor Beebe

Mayor Beebe read the proclamation into the record and gave it to Councilor Uffelman to deliver to the requester.

4. Empire Reimbursement District (PUBLIC HEARING) – Randy Blakeny / Jered Reid

Mayor Beebe opened the public hearing portion of the meeting.

Jered Reid, City Attorney, provided background information on the process to establish a reimbursement district.

Randy Blakeny, Assistant City Engineer, went through the Engineer's Report, what improvements were completed, and the cost allocation.

Josh Smith, Planning Director, brought up an aerial of the property to show the Council where the project area is.

No one in the audience came forward. No one online raised a hand.

Representatives of R & D Investment stated they would like the reimbursement district.

Mayor Beebe closed the public hearing portion of the meeting.

Councilor Hutchison made a motion to approve the City Engineer's Report to establish the Empire Reimbursement District. Motion seconded. No discussion on motion. All in favor, motion carried.

5. Intent to Award Fairmont Area Waterline Improvements Project – Mike Kasberger

Mike Kasberger, Assistant City Engineer, provided a project overview and presented the staff report.

Councilor Sumner asked if we have used McKernan in the past. Mr. Kasberger explained that we have used them on at least five other projects, and they are very capable.

Councilor Smith made a motion to approve the intent to award the Fairmont Area Waterline Improvements Project to McKernan Enterprises in the amount of \$612,961.49. Motion seconded. No discussion on motion. All in favor, motion carried.

6. Hemp Processing Plant Complaints Discussion – Josh Smith

Mr. Smith talked about the plant going in back in 2020 at the old Woodgrain mill site. He communicates with them regularly, and at this point, we are getting steady complaints.

Mr. Reid explained that the Mayor had asked that this be on the agenda, due to the number of complaints we are receiving. Mr. Reid continued with the 2019 Planning Commission opinion on the conditions of that approval.

Mr. Reid talked about the phased process necessary for the formal declaration of nuisance. A more prudent course of mitigation measures in a notice should be made.

Mayor Beebe talked about his experience with the odor.

Councilor Howard talked about marijuana plants, and the odor could not be all of the business owner's smell.

Rich Evans, Public Works Supervisor, talked about all of the complaints he has received regarding the smell, which he has passed on to Mr. Smith and the property owners. He has noticed that humidity and temperature have a lot to do with the smell.

Discussions continued regarding the areas where the complaints are coming from and where he has experienced the smell himself while driving around.

Mayor Beebe said he would like to mitigate this and try to get it resolved.

Mr. Reid explained the best legal course to take, and at this point, to direct staff for mitigation.

Councilor Uffelmann stated he supports local businesses, but feels the need to start mitigating for the community.

Mr. Smith explained that the first step is a formal letter and establishing a date by which the mitigation would need to be completed.

Council agreed that mitigation efforts should begin.

Mr. Reid recommended 60 days for the mitigation to be completed, and also talked about the varying options and flexibility.

Councilor Smith made a motion to begin mitigation efforts with a May 26th deadline. Motion seconded. No discussion on motion. All in favor, motion carried.

Staff Reports and Requests:

7. City Manager's Report – Steve Forrester

Steve Forrester, City Manager, asked Rich Evans to come up and give a quick Public Works update.

Mr. Evans provided the Council with an update on the public improvement projects that are getting ready to begin.

Matt Wiederholt, Railroad Manager, provided the Council with an update. He explained that he and Mr. Forrester had met with Dustin Wilson, McCall Oil Manager. They had a conversation regarding oil prices and how state projects are going to take a hit.

Mr. Wiederholt explained that McCall Oil will be subleasing to another company that will complement their business, which means about an extra 50-60 cars and will bring on about eight employees. They work with used oil that gets filtered and then used in asphalt projects.

Mayor Beebe asked if the rising fuel prices would affect our projects. Mr. Forrester responded that we are locked in, and most companies keep about a three-month supply. As refineries shut down in California, we could experience a problem.

Mr. Forrester continued with his report, highlighting the activities in the rest of the departments.

There were no further questions.

8. Middle Income Revolving Loan (MIRL) Presentation – Josh Smith

Mr. Smith provided a big picture overview of how the program works and how the other taxing districts and the county would have to agree as well. Mr. Smith explained that he just wanted to talk with the Council and determine whether or not they would even be interested in such a program.

Council agreed that they are interested in the program.

Council Reports

There were no reports.

Ordinances:

None.

Resolutions:

9. Resolution No. 1640 – Authorizing the Purchase of Real Property from Crook County Parks and Recreation District – Josh Smith

Mr. Smith said that this is the resolution coming forward, authorizing the purchase that was discussed at the last Council meeting, adding that Parks and Recreation has agreed to do a three-year payment for the purchase.

Mayor Beebe asked if we could do some coverage on why we purchased this property.

There were no other questions.

Councilor Hutchison made a motion to approve Resolution No. 1640. Motion seconded. No discussion on motion. All in favor, motion carried.

**10. Resolution No. 1641 – Authorizing the Assignment of the Purchase Agreement –
Josh Smith**

Mr. Smith delivered the staff report and talked about the history of the property. Lanar is proposing to buy property from Pahlisch to develop.

Councilor Sumner asked about the HOA's and who is responsible for making sure they comply with them. Mr. Smith explained that once developed, it would revert to the homeowners.

Mr. Reid added that the declarants stay in control until a certain number of homeowners have been reached, about 90%, and until that neighborhood is developed.

Mike Anders, representing Lanar, explained that they have a good relationship with Pahlisch and appreciate the collaboration.

Mike Morse, representing Pahlisch, said he appreciated the presentation and explained that they and Lanar have worked well together on other projects. It is a win-win situation.

Councilor Uffelman made a motion to approve Resolution No. 1641. Motion seconded. No discussion on motion. All in favor, motion carried.

Visitors, Appearances, and Requests:

Chris VanderWier, Central Oregon Processing, addressed the Council, explaining that their company is completely interested in working this out. They have tried gauging the weather to see if this could be causing the odor problem. He explained that Josh Smith has basically been the barometer with the community. We are actively working to try to mitigate the odor issue.

No one else came forward, and no one online raised a hand.

Adjourn

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

Meeting adjourned at 8:00 P.M.

Motions and Outcomes:

Motion:	Outcome	Beebe	Brummer	Howard	Hutchison	Smith	Summer	Uffelman
Consent Agenda as Presented	PASSED	Y	-	Y	Y	Y	Y	Y
Motion to approve the City Engineer’s Report to establish the Empire Reimbursement District	PASSED	Y	-	Y	Y	Y	Y	Y
Motion to approve the intent to award the Fairmont Area Waterline Improvements Project to McKernan Enterprises in the amount of \$612,961.49	PASSED	Y	-	Y	Y	Y	Y	Y
Motion to begin mitigation efforts with a May 26 th deadline	PASSED	Y	-	Y	Y	Y	Y	Y
Resolution No. 1640 – Authorizing the Purchase of Real Property from Crook County Parks and Recreation District	PASSED	Y	-	Y	Y	Y	Y	Y
Resolution No. 1641 – Authorizing the Assignment of the Purchase Agreement	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>.



STAFF REPORT

MEETING DATE: 4/14/2026 **PREPARED BY:** Lori Hooper Antram
SECTION: Council Business **DEPARTMENT:** Finance Department
CITY GOAL: Provide Quality Municipal Services and Programs
SUBJECT: Republic Services Rate Increase Request – Public Hearing

REASON FOR CONSIDERATION: Republic Services provides waste collection and recycling services for Prineville’s citizens through a franchise agreement through the City of Prineville. Republic Services is requesting a rate increase of 3.5 percent in accordance with the agreement. City staff has reviewed the information provided from Republic Services with the waste disposal liaison and supports a rate increase not to exceed 3 percent.

BACKGROUND: Republic Services provides exclusive franchised solid waste collection services within the City pursuant to a six-year rolling franchise agreement. Under Oregon Revised Statutes and the franchise agreement, rates must be just, reasonable, and sufficient to provide mandated services while allowing the franchisee an opportunity to recover reasonable operating costs and earn a reasonable return.

On March 24, 2026, Republic Services submitted a formal request seeking a 3.5 percent rate adjustment, citing general inflationary pressures and increased disposal costs at the Crook County Landfill. Republic’s request allocates approximately 2.4 percent of the increase to general inflation and 1.1 percent to disposal cost impacts.

While staff finds Republic’s financial assumptions to be generally reasonable and well-supported, several factors support limiting the City’s endorsement to a 3 percent adjustment:

- **Margins Remain Reasonable at 3 percent** - Even with a reduced increase, Republic would continue to earn an operating margin squarely within the historical norms cited in its own submittal. A modest reduction of 0.5 percent does not jeopardize Republic’s ability to operate safely, maintain service levels, or meet capital needs, particularly given its documented operational efficiency and below-average cost structure.
- **Inflationary Pressures Are Moderating** - Republic’s request relies on forward-looking CPI assumptions averaging approximately 3.1 percent. Staff notes that inflationary trends have moderated compared to prior years, and a 3 percent adjustment reasonably reflects anticipated cost escalation while avoiding over-recovery from ratepayers.

- **Ratepayer Impact and Affordability** - Prineville residents already face higher cost pressures for utilities and essential services. A 3 percent increase balances Republic's legitimate cost recovery needs with the City's responsibility to moderate cumulative impacts on households and businesses.
- **Consistency With Prior City Practice** - Historically, the City has exercised discretion to moderate requested adjustments when financial performance remains strong and service standards are being met. Supporting a 3 percent increase continues this balanced approach and preserves the City's negotiating position for future rate reviews.

FISCAL IMPACT: Franchise fees are assessed as a percentage of gross revenues. Supporting a 3 percent increase results in a modestly lower franchise fee increase than the requested 3.5 percent, but the difference is not anticipated to have a material impact on the City's General Fund.

RECOMMENDATION: Staff recommends approving a 3 percent increase to Republic Services. A 3 percent rate adjustment is sufficient to meet statutory requirements, maintain Republic Services' financial viability, and protect ratepayer interests. This recommendation reflects a careful review of the provided financial data and aligns with the City's established rate-setting principles.



Sustainability in Action

To: Steve Forrester, Lisa Morgan, Lori Hooper Antram & Casey Kaiser
From: Dan Strandy
CC: Erica Haitzma, John Heylin, & Jess Chojnacky
Date: March 24, 2026
Re: July 1, 2026 Price Adjustment Request

Republic Services in Central Oregon is committed to delivering safe and reliable solid waste services in partnership with the municipalities we serve, while advancing sustainability and environmental stewardship goals shared by our communities. We aim to provide residents and businesses with high-quality, cost-effective service, supported by long-term operational sustainability.

Republic's Central Oregon operations consistently demonstrate operating and administrative costs below Oregon norms for comparable operations, reflecting disciplined management and operational efficiency, as verified through review of historical rate-setting outcomes in other populous Oregon jurisdictions. Rates in the City of Prineville remain among the lowest in Oregon for similar communities.

ORS 459A.085(8) requires franchised solid waste collection rates to be "just and reasonable and adequate to provide necessary collection service," including recovery of costs for mandated services. While no specific profit is prescribed, long-standing Oregon franchise practice has reflected operating margins of 9% to 12% before federal and state income taxes, supporting safe and reliable service, capital investment, and sustainable operations. After taxes, this equates to roughly 6.5% to 8.7% based on current federal and Oregon corporate rates.

This letter constitutes Republic's formal request for a 3.5% price adjustment. The proposed adjustment reflects 2.4% attributable to general inflation and 1.1% related to increased disposal costs at the Crook County landfill. The requested adjustment is projected to yield a pre-tax operating margin of approximately 10.5%, positioning results squarely within the long-established 9%–12% range referenced above.

The accompanying pro forma is supported by detailed, well-substantiated assumptions, including projected Crook County landfill disposal costs, annual wage adjustments, general inflation, and diesel fuel trends. These inputs are grounded in both historical experience and forward-looking CPI indicators. Collectively, these projections are intended to provide a transparent, analytically rigorous foundation for your review and consideration.

Republic remains committed to a collaborative rate-setting process with our municipal partners to ensure ORS 459A compliance, maintain service integrity, and support fair, reasonable, and sustainable rates for residents, businesses, and our operations.



STAFF REPORT

MEETING DATE:	4/14/2026	PREPARED BY:	Casey Kaiser
SECTION:	Council Business	DEPARTMENT:	Public Works
CITY GOAL:	Quality Municipal Services & Programs		
SUBJECT:	Headworks Rail System Installation		

REASON FOR CONSIDERATION:

Staff recommends approval of the installation of a new stainless-steel rail system, pumps and plumbing at the Headworks facility to improve maintenance access, operational efficiency, and safety for equipment handling.

BACKGROUND:

The Headworks facility serves as the initial stage of the wastewater treatment process, where influent wastewater enters the plant and passes through screening and grit removal systems. Routine maintenance and replacement of mechanical components such as screens, pumps, and debris handling equipment require safe lifting and maneuvering of heavy equipment.

Currently, maintenance staff rely on portable lifting equipment, which can be inefficient and present safety risks when handling large components in confined areas. Installing a fixed rail system will allow for safer and more efficient movement of equipment within the Headworks.

FISCAL IMPACT:

The cost for the installation of the rail system includes materials, labor, engineering review, and contingency. We had three bidders for this project.

Bateson Enterprises	\$71,354.00
HP Civil	\$79,000.00
Cascade Waterworks (Can't provide required bypass equipment)	\$35,341.00

RECOMMENDATION:

Staff recommends City Council approve the Intent to Award the Headworks Rail System Installation to Bateson Enterprises in the amount of \$71,354.00



Prineville City Council Contribution Request Form

The City of Prineville is proud to contribute to organizations that have interest that benefit the citizens of Prineville in line with Council Goals and Objectives. Pursuant to Resolution No. 1517, once the completed application is received it will be forwarded to City Council for sponsorship. Upon a City Council Member's sponsorship, the application shall be presented at the next Regular City Council meeting for City Council's consideration.

Date: 02/24/2026 **Name of Organization:** Heart of Oregon Corps
Street Address: 495 NW Locust Ave
Town: Prineville **State:** OR **Zip:** 97754
Phone: 541-633-7834 **Email:** development@heartoforegon.org

Contact Name & Title: Laura Handy, Executive Director

IRS Tax Status (Example 501(c) 3, 5, 6 or other: 501(c)(3)

Give a brief description of your organization including the mission statement, type of service provided:

Heart of Oregon Corps (HOC) has served Central Oregon for 25 years, providing workforce training and continuing education to 225 youth ages 16-24 annually. HOC empowers youth and young adults through employment, job training, education, and service to Central Oregon communities. Through the WORK, EARN, LEARN model of our programs, we empower youth to build pathways to success and foster growth toward self-sufficiency in Deschutes, Jefferson, Crook, and northern Klamath counties. Our programs currently provide training and certification in four tracks: conservation, construction, childcare, and warehousing logistics. In addition to teaching job skills, the projects youth complete help keep our community beautiful and healthy, while the wages they earn stimulate regional economic growth.

Purpose of funds request (attach brochures, pictures, purpose of organization, etc.) Be specific as to what area of your plan where the funds will be used.

Funds will support HOC's Central Oregon Youth Conservation Corps (COYCC) Prineville crews. Operated in partnership with the U.S. Forest Service and Central Oregon Intergovernmental Council (COIC), COYCC serves 60 Central Oregon youth ages 16-18, providing an 8-week paid summer experience focused on environmental conservation and hands-on job skills. COYCC will employ two crews in Prineville this summer—one COIC crew—engaging 10 local youth and two local crew leaders in meaningful conservation work.

Will funds be used for operational expenses? (Please explain)

The Prineville City Council's contribution will support essential operational expenses and wages for HOC's Prineville COYCC crew, including youth wages, crew transportation, uniforms, and limited program management and infrastructure costs. During the 8-week program, each youth hired will work 288 hours at \$16 per hour, earning up to \$4,608 in wages.

Will funds be leveraged with other resources/partnerships?

A partnership with the U.S. Forest Service provides the majority of program funding; however, a non-federal match is required to fully access these funds. Without this match, HOC would be unable to draw down the full USFS commitment, leaving funds unused. The Prineville City Council's contribution helps meet this required match and is further leveraged by secured state funding from the Oregon Youth Corps and the Oregon Conservation Corps.

Funding Amount Requested: \$2,000

Describe how your organization sees this request for meeting the Council Goals & Objectives:

COYCC engages Prineville teens in meaningful, paid work experiences. The program helps participants build economic self-sufficiency and financial literacy that benefit the local economy. The projects that youth complete improve Crook County public lands, reducing wildfire fuels and maintaining lands that we rely on for outdoor recreation and tourism. COYCC aligns with the council goals of improving city livability, desirability, and reliability by empowering youth to transform their lives and their community.



Prineville City Council Contribution Request Form

Describe the purpose of the request, the services to be provided and how it relates to the City of Prineville & how this will benefit the citizens of Prineville:

Funds will support summer employment for Prineville youth, providing daily leadership development and job skills training, a paid college visit to Central Oregon Community College, and a Career Day led by more than a dozen specialists from the U.S. Forest Service and other employers. Youth will also receive post-program support with job placement and continuing education. In return, the City of Prineville will benefit from restoration and maintenance work on more than 100 acres of public land, helping reduce wildland fire risk, enhance recreation and tourism opportunities, and foster community pride and connection to the local environment. Community members benefit as youth develop workforce soft skills and leadership abilities while earning high school and college credit, exploring career pathways, and building confidence in themselves.

Number of years in operation: 26

Has your organization received funds from the city before? If yes, please provide amount and purpose of donation:

Yes, HOC appreciates City of Prineville's past support. In 2018-19 we were awarded \$2,000 to support our Ochoco Crossing facility; and in 2023-24 we were awarded \$2,000 to support our Prineville COYCC crews.

I hereby certify that I have read and understand the charitable donation request guidelines and that the information provided is true and correct. I understand that the approval and denial of all charitable donation requests is in the sole discretion of the City of Prineville Council and that if the request is approved, a W9 must be on file with the city before funds can be distributed.

Leanna Williams, Development Director

Printed Name – Organization's Authorized Representative

Leanna W.

Signature – Organization's Authorized Representative

ADMINISTRATIVE SECTION:	
Date Received: <i>2-27-2026</i>	
Fiscal Year: <i>26</i>	Fund balance at time of request: <i>\$19,000</i>
Council Member to sponsor: <i>Janet Hutchison</i>	
Date Council to review: <i>4-14-26</i>	Council: Approved / Denied
If approved, amount Council approved: \$	



Prineville City Council Contribution Request Form

The City of Prineville is proud to contribute to organizations that have interest that benefit the citizens of Prineville in line with Council Goals and Objectives. Pursuant to Resolution No. 1517, once the completed application is received it will be forwarded to City Council for sponsorship. Upon a City Council Member's sponsorship, the application shall be presented at the next Regular City Council meeting for City Council's consideration.

Date: April 6, 2026 Name of Organization: Rural Oregon Community Foundation
Street Address: PO Box 1052
Town: Prineville State: Oregon Zip: 97754
Phone: 541-771-6072 Email: steve.holliday@ruraloregoncommunityfoundation.org
Contact Name & Title: Steve Holliday, President
IRS Tax Status (Example 501(c) 3, 5, 6 or other: 501(e)3

Give a brief description of your organization including the mission statement, type of service provided: Preserving the Western Way of life by providing education to youth on rural topics such as ranching, farming and animal welfare. Provide understanding and knowledge of rodeo. Provide scholarships to eligible students. Lessen the burden of local government. Promote community pride by erecting monuments and artwork around the community.
Purpose of funds request (attach brochures, pictures, purpose of organization, etc.) Be specific as to what area of your plan where the funds will be used.

Sponsorship for the annual fundraising dinner.

Will funds be used for operational expenses? (Please explain)

The funds will be used to execute many functions and programs of the foundation. Such as scholarships, Boots + Roots, Cowboy Poetry Local artwork, general operating of the foundation among others.

Will funds be leveraged with other resources/partnerships?

Yes, this sponsorship is part of our biggest yearly fundraiser.

Funding Amount Requested: \$ 5,000-

Describe how your organization sees this request for meeting the Council Goals & Objectives: By promoting the Western Way of life and community pride.



**Prineville City Council
Contribution Request Form**

Describe the purpose of the request, the services to be provided and how it relates to the City of Prineville & how this will benefit the citizens of Prineville:

An event sponsorship for our annual fundraising dinner. We provide scholarships, work with the Crook County School District to educate kids on the western way of life.

Number of years in operation: 5

Has your organization received funds from the city before? If yes, please provide amount and purpose of donation: No

I hereby certify that I have read and understand the charitable donation request guidelines and that the information provided is true and correct. I understand that the approval and denial of all charitable donation requests is in the sole discretion of the City of Prineville Council and that if the request is approved, a W9 must be on file with the city before funds can be distributed.

Steve Holliday, President

Printed Name - Organization's Authorized Representative

Steve Holliday

Signature - Organization's Authorized Representative

ADMINISTRATIVE SECTION:	
Date Received: <u>4-6-2026</u>	Fund balance at time of request: <u>\$ 19,000</u>
Fiscal Year: <u>26</u>	Council Member to sponsor: <u>Mayor Beebe</u>
Date Council to review: <u>4-14-2026</u>	Council: Approved / Denied
If approved, amount Council approved: \$	

WHEREAS, the children of Prineville, Oregon, are our most precious resource, and ensuring their safety, well-being, and future success is essential to a strong and thriving community; and

WHEREAS, in Oregon, thousands of children are in foster and relative care, and in Prineville there are currently 44 youth experiencing foster care; and

WHEREAS, the month of May is recognized nationally as Foster Care Month, a time to raise awareness and honor the dedication and compassion of foster parents, kinship caregivers, social workers, advocates, and volunteers who support children and families; and

WHEREAS, Court Appointed Special Advocate volunteers and other community members play a vital role in ensuring that children in foster care have a consistent voice and the support they need to navigate a complex system; and

WHEREAS, increased awareness and community involvement can strengthen the foster care system and help ensure that every child has access to safe, stable, and nurturing relationships; and

WHEREAS, by working together, we can help ensure that every child in Prineville, Oregon, has the opportunity to grow, thrive, and reach their full potential;

NOW, THEREFORE BE IT RESOLVED that the Prineville City Council does hereby proclaim the month of May, 2026, as Foster Care Month in Prineville and encourages all residents to recognize the important role of foster families, advocates, and community partners, and to support efforts that promote the safety, permanency, and well-being of children in foster care.

City Manager Update to Council

April 14, 2026

Public Safety / Dispatch

Katie will be providing her annual dispatch report after this report and introducing you to our three newest graduates.

PD has three lateral officers in the background process now. Shane is working on updating their Use of Force Policy, which is required by law. We have 220 students graduating from the DARE program in the schools.

Officer Tyler Takagi has returned from his deployment and is currently in decompression. Once back in, he will go through orientation to be brought up to date on new equipment.

Public Works

Paving has been completed by the new Ochocho Mill apartments. The South Main Paving project is getting underway, as well as the Fairview Water Line project. It will be very busy in these areas for the next couple of months.

Railroad

Matt has the spring maintenance projects starting up.

Meadow Lakes Golf

The Men's League has started up and is keeping Meadow Lakes busy. Most of the seasonal staff has started up, and are still looking for more staff to fill a few more spots.

Airport – No Update

Planning

Cadillac (old Horseshoe) is opening Saturday, April 11th. Josh is working with Rooted Homes on a 24-unit townhome-type development behind Iron Horse and a 45-lot subdivision.

Human Resources

Karee has opened the Lead Warehouse position at the railroad, and the position will remain open until filled.

Information Technology

The City's website is currently getting an update, and the Airport page will be moving over to the County's website. The Police Department will be taking the Airport's spot on the City's website. We will give an update when the changes go live.

Finance

Lori is working on the quarterly financial report. Staff is currently reviewing the rate schedule for FY 2027. The Budget Committee's annual revenue sharing meeting is scheduled for April 29th at 5:30 P.M.

City Recorder/Risk Management – No Update

City Legal – No Update

EDCO – No Update

Public Relations

ShanRae has launched social media coverage of Prineville’s water system story, which will continue for the next couple of months and is being well-received online.

Mayor/Council – No Update

Economic Development and Strategic

Caroline has attended two town hall meetings with Senator Wyden and Merkley recently and was able to get a letter of support for the next round of CRISI grants. She was also able to discuss the possibility of receiving congressionally directed funding.

Other

ORDINANCE NO. 1307

AN ORDINANCE GRANTING AN ELECTRIC UTILITY FRANCHISE AND GENERAL UTILITY EASEMENT TO PACIFICORP

Whereas, PacifiCorp dba Pacific Power is a regulated public utility that provides electric power and energy to the citizens of the City of Prineville (the “City”) and other surrounding areas.

Whereas, providing electrical power and energy requires the installation, operations and maintenance of power poles and other related facilities to be located within the public ways of the City.

Whereas, the City desires to set forth the terms and conditions by which PacifiCorp shall use the public ways of the City.

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

Section 1. Grant of Franchise and General Utility Easement. The City hereby grants to PacifiCorp the right, privilege and authority to construct, maintain, operate, upgrade, and relocate its electrical distribution and transmission lines and related appurtenances, including underground conduits and structures, poles, towers, wires, guy anchors, vaults, transformers, transmission lines, and communication lines (collectively referred to herein as "Electric Facilities") in, under, along, over and across the present and future streets, alleys, public ways and public places (collectively referred to herein as "Public Ways") within the City, for the purpose of supplying and transmitting electric power and energy to the inhabitants of the City and persons and corporations beyond the limits thereof.

Section 2. Term. The term of this Franchise and General Utility Easement is for five (5) years commencing on the date of acceptance by the Company as set forth in Section 3 below.

Section 3. Acceptance by PacifiCorp. Within Sixty (60) days after the passage of this ordinance by the City, PacifiCorp shall file an unqualified written acceptance thereof, with the City Recorder, otherwise the ordinance and the rights granted herein shall be null and void.

Section 4. Non-Exclusive Franchise. The right to use and occupy the Public Ways of the City shall be nonexclusive and the City reserves the right to use the Public Ways for itself or any other entity that provides service to City residences; provided, however, that such use shall not unreasonably interfere with PacifiCorp’s Electrical Facilities or PacifiCorp’s rights granted herein.

Section 5. City Regulatory Authority. In addition to the provision herein contained, the City reserves the right to adopt such additional ordinances and regulations as may be deemed necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties or exercise any other rights, powers, or duties required or authorized, under the Constitution of the State of Oregon, the laws of Oregon or City ordinances.

Section 6. Indemnification. The City shall in no way be liable or responsible for any loss or damage to property or any injury to, or death of any person that may occur in the construction,

operation or maintenance by PacifiCorp of its Electric Facilities. PacifiCorp shall indemnify, defend and hold the City harmless from and against claims, demands, liens and all liability or damage of whatsoever kind on account of PacifiCorp's use of the Public Ways within the City, and shall pay the costs of defense plus reasonable attorneys' fees for any claim, demand or lien brought thereunder. The City shall: (a) give prompt written notice to PacifiCorp of any claim, demand or lien with respect to which the City seeks indemnification hereunder; and (b) unless in the City's judgment a conflict of interest exists between the City and PacifiCorp with respect to such claim, demand or lien, permit PacifiCorp to assume the defense of such claim, demand, or lien with counsel satisfactory to City. If such defense is not assumed by PacifiCorp, PacifiCorp shall not be subject to liability for any settlement made without its consent. Notwithstanding any provision hereof to the contrary, PacifiCorp shall not be obligated to indemnify, defend or hold the City harmless to the extent any claim, demand or lien arises out of or in connection with any negligent or willful act or failure to act of the City or any of its officers or employees.

Section 7. Annexation.

7.1 Extension of City Limits. Upon the annexation of any territory to the City, the rights granted herein shall extend to the annexed territory to the extent the City has such authority. All Electrical Facilities owned, maintained, or operated by PacifiCorp located within any public ways of the annexed territory shall thereafter be subject to all of the terms hereof.

7.2 Annexation. When any territory is approved for annexation to the City, the City shall, not later than ten (10) working days after passage of an ordinance approving the proposed annexation, provide by certified mail to PacifiCorp: (a) each site address to be annexed as recorded on county assessment and tax rolls; (b) a legal description of the proposed boundary change; and (c) a copy of the City's ordinance approving the proposed annexation. The notice shall be mailed to:

PacifiCorp Customer Contract Center
PO Box 400
Portland, OR 97202

With a copy to:
PacifiCorp
ATTN: Office of the General Counsel
825 NE Multnomah, Suite 2000
Portland, OR 97232

Additional or increased fees or taxes, other than ad valorem taxes, imposed on PacifiCorp because of an annexation of territory to the City shall become effective on the effective date of the annexation provided notice is given to PacifiCorp in accordance with ORS 222.005, as amended from time to time.

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Section 8. Planning, Design, Construction and Installation of Company Facilities.

8.1 All Electric Facilities installed or used under authority of this Franchise shall be used, constructed and maintained in accordance with applicable federal, state and city laws, codes and regulations.

8.2 Except in the case of an emergency, PacifiCorp shall, prior to commencing new construction or major reconstruction work in the public way or street or other public places, apply for a permit from the City which permit shall not be unreasonably withheld, conditioned, or delayed. PacifiCorp will abide by all applicable ordinances and all reasonable rules, regulations and requirements of the City, and the City may inspect the manner of such work and require remedies as may be necessary to assure compliance. Notwithstanding the foregoing, PacifiCorp shall not be obligated to obtain a permit to perform emergency repairs.

8.3 All Electric Facilities shall be located so as to cause minimum interference with the Public Ways of the city and shall be constructed, installed, maintained, cleared of vegetation, renovated or replaced in accordance with applicable rules, ordinances and regulations of the City.

8.4 If during the course of work on its Electrical Facilities, PacifiCorp causes damage to or alters the Public Way or public property, PacifiCorp shall (at its own cost and expense and in a manner approved by the City) replace and restore it to a condition comparable to that which existed before the work commenced.

8.5 In addition to the installation of underground electric distribution lines as provided by applicable state law and regulations, PacifiCorp shall, upon payment of all charges provided in its tariffs or their equivalent, place newly constructed electric lines underground.

8.6 The City shall have the right without cost to use all poles and suitable overhead structures owned by PacifiCorp within Public Ways for City wires used in connection with its fire alarms, police signal systems, or other communication lines used for governmental purposes; provided, however, any such uses shall be for activities owned, operated or used by the City for a public purpose and shall not include the provision of CATV, internet, or similar services to the public. Provided further, that PacifiCorp shall assume no liability nor shall it incur, directly or indirectly, any additional expense in connection therewith, and the use of said poles and structures by the City shall be in such a manner as to prevent safety hazards or interferences with PacifiCorp's use of same. Nothing herein shall be construed to require PacifiCorp to increase pole size or alter the way PacifiCorp attaches its equipment to poles or alter the way it operates and maintains its Electric Facilities. City attachments shall be installed and maintained in accordance with all reasonable requirements of PacifiCorp and the current edition of the National Electrical Safety Code pertaining to such construction. Further, City attachments shall be attached or installed only after written approval by PacifiCorp.

8.7 PacifiCorp shall have the right to excavate the Public Ways subject to reasonable conditions and requirements of the City. Before installing new underground conduits or

replacing existing underground conduits, PacifiCorp shall first notify the City of such work and shall allow the City, at its own expense, to share the trench of PacifiCorp to lay its own conduit therein, if such action by the City will not unreasonably interfere with PacifiCorp's Electric Facilities or delay project completion.

8.8 Before commencing any street improvements or other work within a Public Way that may affect PacifiCorp's Electric Facilities, the City shall give written notice to PacifiCorp.

8.9 No structures, buildings or signs shall be erected below PacifiCorp's facilities or in a location that prevents PacifiCorp from accessing or maintaining its facilities.

8.10 PacifiCorp shall provide the City with a GIS report of all new services created within City boundaries on an annual basis during the term of this Franchise. The City shall provide written confirmation of the accuracy of the report and/or any corrections thereto to PacifiCorp within a reasonable time following receipt of the report.

Section 9. Relocation of Electric Facilities.

9.1 The City reserves the right to require PacifiCorp to relocate Electric Facilities within the Public Ways in the interest of public convenience, necessity, health, safety or welfare at no cost to the City. Within ninety (90) days after written notice, PacifiCorp shall promptly commence the overhead relocation of its Electrical Facilities, with relocation being completed no less than one-hundred twenty (180) days from the written notice. The City shall make all reasonable efforts to require pole attachers to vacate the affected pole or trench within the 180-day relocation period. However, any delay in the relocation project caused by a pole attacher's non-compliance shall not constitute a default by PacifiCorp.

Before requiring a relocation of Electric Facilities, the City shall, with the assistance and consent of PacifiCorp, identify a reasonable alignment for the relocated Electric Facilities within the Public Ways of the City. Under no circumstances shall a relocation of Electric Facilities required by the City at no cost obligate PacifiCorp to obtain, secure, or otherwise procure a private easement at its own expense. City shall also be able to require PacifiCorp to install conduit at street crossings that are created because of a capital improvement project.

In cases of capital improvement projects undertaken by the City, PacifiCorp shall convert existing overhead distribution facilities to underground, so long as PacifiCorp is allowed to collect the costs associated with conversion from overhead to underground distribution facilities consistent with OAR 860-022-0046, the Oregon Public Utility Commission rule on forced conversions.

9.2 PacifiCorp shall not be obligated to pay the costs of any relocation that is required or made a condition of a private development. If the removal or relocation of facilities is caused directly or otherwise by an identifiable development of property in the area, or is made for the convenience of a customer, PacifiCorp may charge the expense of removal or relocation to the developer or customer. For example, PacifiCorp shall not be required to pay relocation costs in connection with a road widening or realignment where the road project is made a condition or

caused by a private development. In such event, the City shall require the developer to pay PacifiCorp for such relocation costs as part of its approval procedures.

Section 10. Subdivision Plat Notification. Before the City approves any new subdivision and before recordation of the plat, the City shall mail notification of such approval and a copy of the plat to PacifiCorp:

PacifiCorp
ATTN: Property Management/Right-of-Way Department
830 Old Salem Road
Albany, OR 97321

Section 11. Vegetation Management. PacifiCorp or its contractor may prune all trees and vegetation which overhang the Public Ways, whether such trees or vegetation originate within or outside the Public Ways, to prevent the branches or limbs or other part of such trees or vegetation from interfering with PacifiCorp's Electrical Facilities. Such pruning shall comply with the *American National Standard for Tree Care Operation (ANSI A300)* and be conducted under the direction of an arborist certified with the International Society of Arboriculture. A growth inhibitor treatment may be used for trees and vegetation species that are fast-growing and problematic. Nothing contained in this Section shall prevent PacifiCorp, when necessary and with the approval of the owner of the property on which they may be located, from cutting down and removing any trees which overhang streets.

Section 12. Compensation

12.1 In consideration of the rights, privileges, and franchise hereby granted, PacifiCorp shall pay to the City from and after the effective date of the acceptance of this franchise, five percent (5%) of its gross revenues derived from within the municipal limits of City. The term "gross revenue" as used herein shall be construed to mean any revenue of PacifiCorp derived from the retail sale and use of electric power and energy within the municipal boundaries of the City after adjustment for the net write-off of uncollectible accounts and corrections of bills theretofore rendered. All amounts paid under this Section 12 shall be subject to review by the City; provided that only payments which occurred during a period of thirty-six (36) months prior to the date the City notifies PacifiCorp of its intent to conduct a review shall be subject to such review. Notwithstanding any provision to the contrary, at any time during the term of this Franchise, the City may elect to increase the franchise fee amount as may then be allowed by state law. The City shall provide PacifiCorp with prior written notice of such increase following adoption of the change in percentage by the City. The increase shall be effective sixty (60) days after City has provided such written notice to PacifiCorp.

12.2 The franchise fee shall not be in addition to any other license, occupation, franchise or excise taxes or charges which might otherwise be levied or collected by the City from PacifiCorp with respect to PacifiCorp's electric business or the exercise of this franchise within the corporate limits of the City and the amount due to the City under any such other license, occupation, franchise or excise taxes or other charges for corresponding periods shall be reduced by deducting there from the amount of said franchise fee paid hereunder.

Section 13. Renewal. At least 120 days prior to the expiration of this Franchise, PacificCorp and the City shall agree to either extend the term of this Franchise for a mutually acceptable period of time or the parties shall use best faith efforts to renegotiate a replacement Franchise. PacificCorp shall have the continued right to use the Public Ways of the City as set forth herein in the event an extension or replacement Franchise is not entered into up expiration of this Franchise.

Section 14. No Waiver. Neither the City nor PacificCorp shall be excused from complying with any of the terms and conditions of this Franchise by any failure of the other, or any of its officers, employees, or agents, upon any one or more occasions to insist upon or to seek compliance with any such terms and conditions.

Section 15. Transfer of Franchise. PacificCorp shall not transfer or assign any rights under this Franchise to another entity, except transfers and assignments by operation of law, unless the City shall first give its approval in writing, which approval shall not be unreasonably withheld; provided, however, inclusion of this Franchise as property subject to the lien of PacificCorp's mortgage(s) shall not constitute a transfer or assignment.

Section 16. Amendment. At any time during the term of this Franchise, the City, through its City Council, or PacificCorp may propose amendments to this Franchise by giving thirty (30) days written notice to the other of the proposed amendment(s) desired, and both parties thereafter, through their designated representatives, will, within a reasonable time, negotiate in good faith in an effort to agree upon mutually satisfactory amendment(s). No amendment or amendments to this Franchise shall be effective until mutually agreed upon by the City and PacificCorp and formally adopted as an ordinance amendment.

Section 17. Non-Contestability-Breach of Contract.

17.1 Neither the City nor PacificCorp will take any action for the purpose of securing modification of this Franchise before either the Oregon Public Utility Commission or any Court of competent jurisdiction; provided, however, that neither shall be precluded from taking any action it deems necessary to resolve difference in interpretation of the Franchise nor shall PacificCorp be precluded from seeking relief from the Courts in the event Oregon Public Utility Commission orders, rules or regulations conflict with or make performance under the Franchise illegal.

17.2 In the event PacificCorp or the City fails to fulfill any of the their respective obligations under this Franchise, the City, or PacificCorp, whichever the case may be, will have a breach of contract claim and remedy against the other in addition to any other remedy provided by law, provided that no remedy which would have the effect of amending the specific provisions of this Franchise shall become effective without such action which would be necessary to formally amend the Franchise.

Section 18. Notices. Unless otherwise specified herein, all notices from PacificCorp to the City pursuant to or concerning this Franchise shall be delivered to the City Recorder's Office. Unless otherwise specified herein, all notices from the City to PacificCorp pursuant to or concerning this Franchise shall be delivered to the Customer and Community Affairs Vice

President, Pacific Power, 825 NE Multnomah, Lloyd Center Tower Suite 2000, Portland , Oregon 97232, and such other office as PacifiCorp may advise the City of by written notice.

Section 19. Severability. If any section, sentence, paragraph, term or provision hereof is for any reason determined to be illegal, invalid, or superseded by other lawful authority including any state or federal regulatory authority having jurisdiction thereof or unconstitutional, illegal or invalid by any court of common jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise or any renewal or renewals thereof.

Section 20. Waiver of Jury Trial. To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

NOW, THEREFORE, THE PEOPLE OF THE CITY OF PRINEVILLE, DO ORDAIN AND APPROVE THE AFOREMENTIONED AGREEMENT, presented for the first time at a regular meeting of the City Council held on April 14, 2026 and adopted after its second presentation on April 28, 2026.

Rodney J. Beebe, Mayor

ATTEST:

Lisa Morgan, City Recorder

Accepted by PacifiCorp, dba Pacific Power

By: _____

Name: _____

Title: _____

Date: _____

RESOLUTION NO. 1642

A RESOLUTION ESTABLISHING THE SW EMPIRE DRIVE REIMBURSEMENT DISTRICT

Whereas, James A. Draper Living Trust et. al. (“Draper”) constructed at their costs, the following public infrastructure: blasting, excavation, grading, road construction, sanitary sewer, water, storm drainage, dry utilities, testing and paving on SW Empire Drive (“Infrastructure”) within the City of Prineville (“City”) to serve Draper’s property described as Parcel 3 of Partition Plat No. 2024-19 recorded December 27, 202 4in Partitions MF No. 2024-329996, records of Crook County, Oregon.

Whereas, TYM-USA, Inc., (“TYM”) owns property in the vicinity of the Infrastructure, and this property could be connected to the Infrastructure. The legal description of TYM’s property is Parcel 2 of Partition Plat 2006-10, recorded February 23, 2006, in Partitions MF No. 2006-208402, records of Crook County, Oregon.

Whereas, pursuant to Chapter 39 of the Code of Prineville, a person who constructs public improvements capable of providing services to property other than the property owned by the person constructing the public improvements may request the City establish a reimbursement district which would allow payment of a portion of the costs of constructing the public improvement to be reimbursed when other designated properties connect to such public improvement.

Whereas, Draper has applied to the City for a reimbursement district to include the TYM properties.

Whereas, pursuant to the Code of Prineville, the City engineer reviewed the application for reimbursement district, evaluated whether a reimbursement district should be established or not, and prepared a written report to the Prineville City Council, including a recommendation that the SW Empire Drive Reimbursement District be established.

Whereas, a public hearing was held on March 24, 2026, to allow persons who are or may be monetarily affected by the formation of the reimbursement district an opportunity to comment on the formation of the proposed reimbursement district.

Whereas, the City Council approved the establishment of the SW Empire Drive Reimbursement District and instructed City staff to prepare a Resolution embodying their decision.

Now, Therefore, the City of Prineville resolves as follows:

1. The SW Empire Reimbursement District is hereby established.
2. The SW Empire Reimbursement District shall include the Draper and TYM properties described within this Resolution.
3. The City engineer's report dated February 19, 2026, and attached to this Resolution as Exhibit A, including an aerial map of the approximate location of the Infrastructure and the two properties within the Empire Reimbursement District, is approved.
4. A reimbursement fee of \$796,523.80 shall be paid to the City when the property described as Parcel 2 of Partition Plat 2006-10, recorded February 23, 2006, in Partitions MF No. 2006-208402, records of Crook County, Oregon. connects to the Infrastructure. Payment of such fee is a precondition of receiving City permits to connect to or to utilize the Infrastructure.
5. Pursuant to Section 39.07(B) of the Code of Prineville, the City Manager is authorized to enter into an agreement with the applicant pertaining to the reimbursement district improvements.
6. The City waives the right to collect an administrative fee to supervise the reimbursement district and agreement with the applicant.
7. The obligation to pay the reimbursement fee ends ten years from the date of this Resolution unless prior to April 14, 2036, the time period to pay the reimbursement fee is extended by Prineville City Council Resolution.

Approved by the City Council this ____ day of April, 2026.

Rodney J. Beebe, Mayor

ATTEST:

Lisa Morgan, City Recorder

Engineer's Report
Re: Empire Drive Reimbursement District
Applicant: R&D Investment Group – R2 Prineville Property
Location: SW Empire Drive – Tax Lot 300, Map 151502
Date: February 19, 2026

Background

The City's reimbursement district ordinance allows for formation of a reimbursement district when a property owner constructs public infrastructure that may serve other properties in the vicinity. The ordinance requires identification of the benefitted properties and establishes a mechanism that allows the person constructing the infrastructure to recover a proportional share of eligible public improvement costs when those properties connect to or utilize the improvements.

The applicant constructed public street and utility improvements along SW Empire Drive to serve Tax Lot 300 (45.66 acres, Zoned M1), as shown on Exhibit A Empire Drive Reimbursement Map prepared by H.A. McCoy Engineering & Surveying, Sheet P1.0, dated October 2025.

1. Description of Improvements

Improvements constructed along SW Empire Drive include blasting, excavation, grading, road construction, sanitary sewer, water, storm drainage, dry utilities, testing, and paving. Contractor invoices provided by Collins & Sons Excavating (Invoices #1256, #1293, #1296, #1298, and #1299 dated November 30, 2023 through June 28, 2024) document the scope of work performed.

Payment verification shown in Exhibit F Payment Verification Bank Letter from First Interstate Bank confirms that the following payments were issued from RDIG Account No. ending in 3542 to AE West Inc. dba Collins & Sons Excavating, Account No. ending in 6834.

12/12/2023 – \$749,068.41
02/29/2024 – \$128,539.52
04/19/2024 – \$223,833.03
05/22/2024 – \$69,000.92
07/15/2024 – \$422,605.72

Total verified payments for the improvements equal \$1,593,047.60.

The documented costs are associated with construction of public improvements located within the SW Empire Drive right-of-way and associated public utility corridors.

2. Benefitted Properties

Exhibit A Empire Drive Reimbursement Map and Exhibit B CS_477 Final Plat identifies Tax Lot 300 or Parcel 3 (45.66 acres) and adjacent parcels along SW Empire Drive. The improvements

provide frontage, access, and utility service capacity to adjacent and future-developing industrial parcels.

Properties included within the proposed reimbursement district are those that:

- Have frontage along the improved segment of SW Empire Drive, or
- Have the ability to connect to the installed water, sewer, or storm infrastructure.

Properties already independently served or not directly benefitted by the installed infrastructure are not included within the district.

3. Eligible Public Improvement Costs

Based on payment verification and contractor documentation, total eligible public improvement costs are \$1,593,047.60.

Costs associated solely with private site development, internal grading, building pads, or private utilities are excluded from reimbursement eligibility.

The improvements were constructed to City standards and provide public infrastructure capacity available to multiple properties.

4. Cost Allocation

Consistent with past reimbursement districts administered by the City, allocation of costs may be based on frontage along the improved roadway segment.

Under a frontage-based methodology, each included property would pay a proportional share of the total eligible cost, outlined in this document, based on its linear frontage along SW Empire Drive within the district boundary.

Payment would be required at the time of building permit issuance, utility connection, or prior to certificate of occupancy, concurrent with applicable System Development Charges and connection fees.

5. Duration

Consistent with prior local improvement and reimbursement districts, the right of reimbursement should remain in effect for a period not to exceed ten (10) years from the date of Council approval.

6. Status of Improvements

The improvements have been constructed and payments verified. Final acceptance by the City shall be subject to completion of standard requirements including inspection, submission of as-built drawings, and execution of a Bill of Sale.

7. Recommendation

Based on review of the Exhibit A Partition Map, Exhibit B CS_4744 Final Plat, Exhibit C Bill of Sale (The total of the items listed in Exhibit C (Bill of Sale) is greater than the amount eligible for reimbursement. Certain items included in the Bill of Sale relate to work performed outside of the right-of-way and were therefore excluded from reimbursement.), Exhibit D Empire Drive Final Approved Plans, Exhibit E Certificate of Substantial Completion documents, Exhibit F Payment Verification Bank Letter - AE West Inc. and Exhibit G Contractor Collins Sons Empire Drive Invoices I find that the improvements constitute eligible public infrastructure that provides benefit to adjacent and future-developing properties.

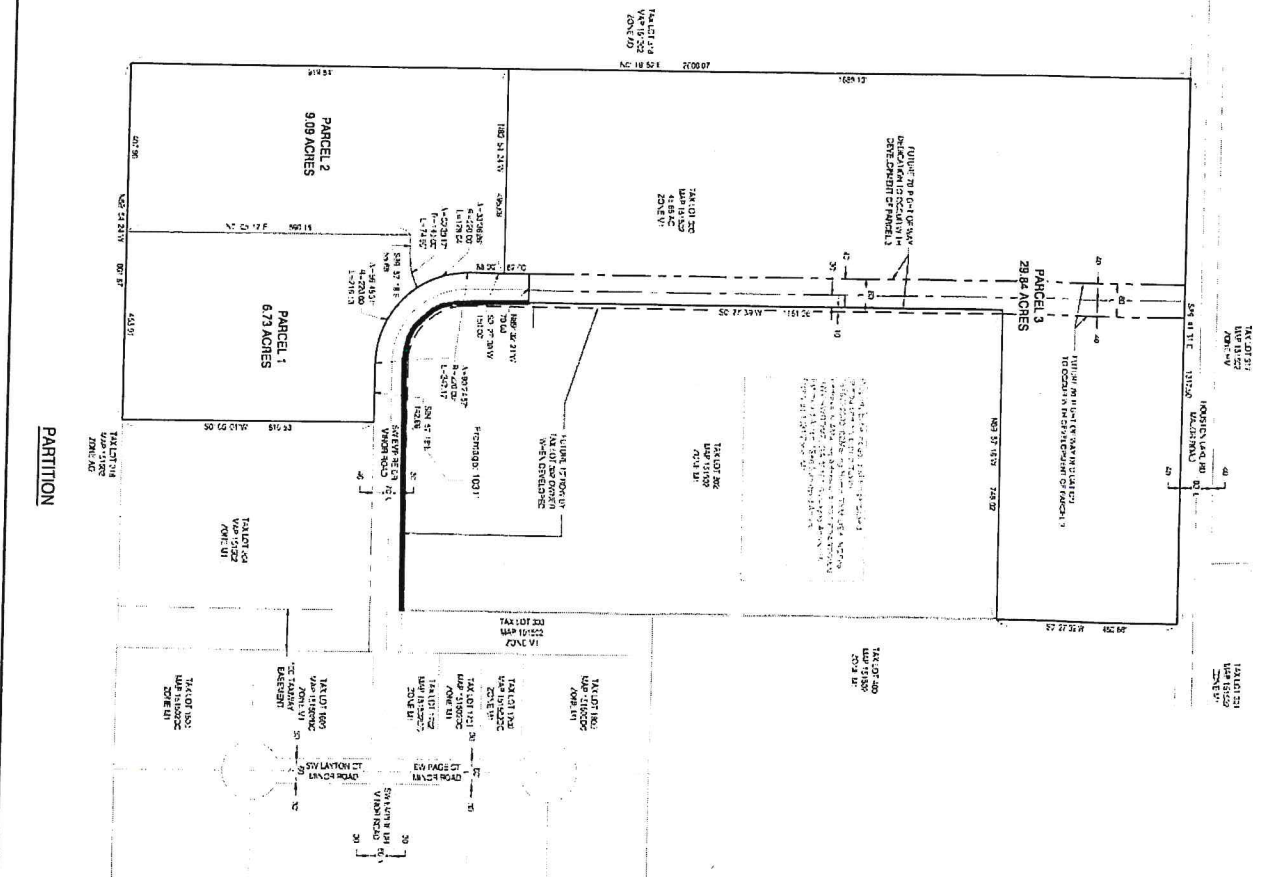
I recommend that the Empire Drive Reimbursement District be established in accordance with this report and the accompanying documents.

Respectfully submitted,

Randy Blakeney
Assistant City Engineer

UTILITY PROVISIONS
 POWER TO BE PROVIDED BY PACIFIC POWER CORPORATION
 WATER AND SEWER TO BE PROVIDED BY CITY OF PRINEVILLE
 SOLID WASTE DISPOSAL TO BE PROVIDED BY LOCAL SOLID WASTE COMPANY

SCALE: 1" = 150'
 FOR 14x22 SHEETS



	<table border="1"> <thead> <tr> <th>REVISION</th> <th>DATE</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> </tr> </tbody> </table>	REVISION	DATE			<table border="1"> <thead> <tr> <th>DRAWING STATUS</th> <th>DATE</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> </tr> </tbody> </table>	DRAWING STATUS	DATE			<p>H.A. MCCOY ENGINEER & SURVEYOR 1000 N. 10TH ST. PRINEVILLE, OR 97139</p>	<p>33</p>	<p>#PROJECT: R2 PRINEVILLE PROPERTY PROJECT LOCATION: PRINEVILLE, OR C. ENT: JAMES A DRAPER LIVING TRUST ET AL</p>	<p>SHEET TITLE: PARTITION PLAN</p>	<p>JOB NO. 10000 DRAWN BY: [Name] DRAWING: P1.1</p>
REVISION	DATE														
DRAWING STATUS	DATE														

PARTITION PLAT 2024-19

A REPLAT OF PARCEL 1 OF PARTITION PLAT 2006-10, LOCATED IN THE SOUTH ONE-HALF OF SECTION 2, TOWNSHIP 15 SOUTH, RANGE 15 EAST, WILLAMETTE MERIDIAN, CITY OF PRINEVILLE, CROOK COUNTY, OREGON. C-2023-101, C-2023-102, C-2023-103. DATE: DECEMBER, 2024

PARCEL 1
PARTITION PLAT 2023-05

SW HOUSTON LAKE ROAD

58' IRON ROD WITH YPC MARKED
5.81 LAND SURVEYING, INC. SET PER (1)
FOUND PER (12) (13) AND THIS SURVEY

58' IRON ROD SET PER (11)
5.81 LAND SURVEYING, INC. SET PER (11)
FOUND PER (12) AND THIS SURVEY

58' IRON ROD WITH YPC MARKED
5.81 LAND SURVEYING, INC. SET PER (11)
FOUND PER (12) AND THIS SURVEY

MEASURED CURVE TABLE

NO.	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD
C1	150.00'	288.75'	90°00'00"	S44°45'34"E	217.50'
C2	180.00'	284.05'	90°24'57"	N44°44'50"W	255.6'
C3	290.00'	218.18'	56°48'34"	N41°32'02"W	220.30'
C4	290.00'	199.64'	30°58'55"	N16°20'33"W	197.80'
C5	290.00'	347.17'	90°74'57"	N44°44'50"W	317.75'
C6	140.00'	74.93'	30°39'17"	N72°43'01"E	74.01'

RECORD CURVE DATA PER (14)

NO.	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD
C1	150.00'	288.75'	90°00'00"	S44°45'34"E	217.50'

PARCEL 1
PARTITION PLAT 1996-18

LEGEND

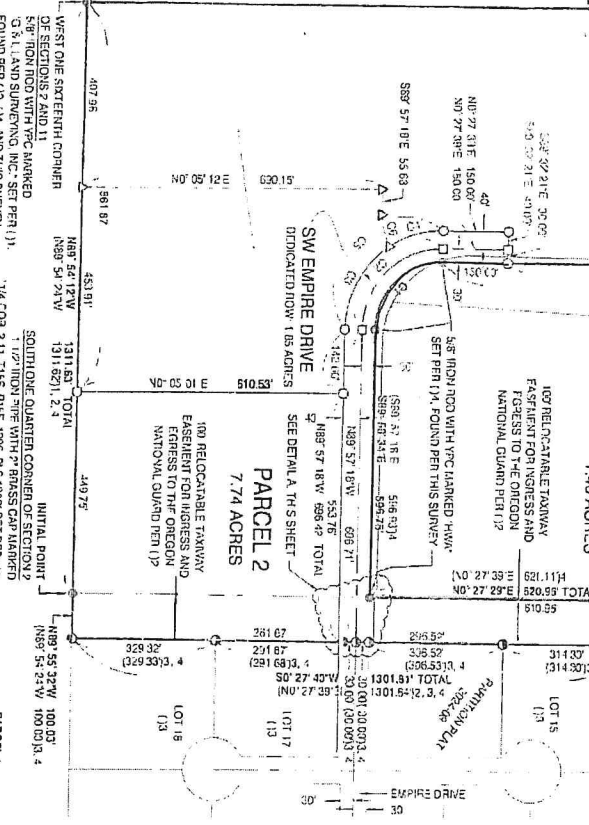
- ① FOUND NEQUILIBRIUM AS NOTED, FIELD
- ② 58' IRON ROD WITH YPC MARKED "HWA", SET PER (12)
- ③ 58' IRON ROD WITH YPC MARKED "HWA", SET PER (13)
- ④ 58' IRON ROD WITH YPC MARKED "HWA", SET PER (13)
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- ㊺ 58' IRON ROD WITH YPC MARKED "HWA", SET PER (13)
- ㊻ 58' IRON ROD WITH YPC MARKED "HWA", SET PER (13)
- ㊼ 58' IRON ROD WITH YPC MARKED "HWA", SET PER (13)
- ㊽ 58' IRON ROD WITH YPC MARKED "HWA", SET PER (13)
- ㊾ 58' IRON ROD WITH YPC MARKED "HWA", SET PER (13)
- ㊿ 58' IRON ROD WITH YPC MARKED "HWA", SET PER (13)

PARCEL 3
45.66 ACRES

PARCEL 1
1.40 ACRES

PARCEL 2
7.74 ACRES

PARCEL 1
PARTITION PLAT 2023-06



SCALE: 1" = 200'
FOR 18"x24" SHEETS

H.A. MCCOY
ENGINEERING & SURVEYING, LLC

REGISTERED PROFESSIONAL LAND SURVEYOR
NOVEMBER 19, 1989
JMS 83256015

PREPARED FOR:
JAMES A. DRAPER (LIVING TRUST ET AL)
7700 SW STILLMAN RD
POWELL BUTTE, OR 97136

EXHIBIT 15
Page 1 of 2

PUBLIC FACILITIES BILL OF SALE

The undersigned person, firm or corporation, USER, hereby sells, transfer and assigns to the City of Prineville, an Oregon municipal corporation, designated CITY, the following Improvements: Streets (including storm, sewer, and curbs) sewer and water facilities installed by Collins and Son's DBA AE West Developments for *Empire Extensions: Sewer, Water and Streets* City approval of the Tentative Plan for **Empire Road Extensions**., dated December 23, 2024, a Public Facilities Improvement Agreement between USER and CITY for: Approximately 1133 lf of water, 1031 lf of streets, and approximately 1196 lf sewer/drainage line.

Project Name: Empire Road Extensions

Owner/Developer: R&D Investments

This bill of sale is given pursuant to the Public Facilities Improvement Agreement between the parties and the City's sewer, water and street policies. USER warrants and represents that it owns these facilities free and clear of all liens and encumbrances and has the right to transfer them and deliver good title to the CITY.

USER understands that this BILL of Sale only becomes effective upon City's acceptance of the above described facilities.

Dated this 23rd day of December, 2024.

By: _____

Final Costs of Capitalization
STREETS: \$976,204.53
SEWER: \$516,264.77
WATER: \$263,312.03

City of Prineville accepts the above facilities as of December 23, 2024.

CITY OF PRINEVILLE

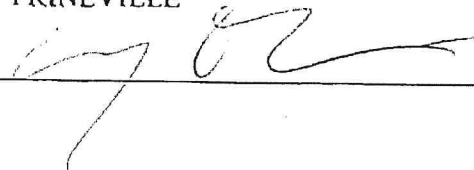
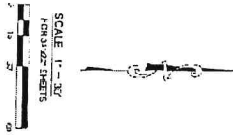
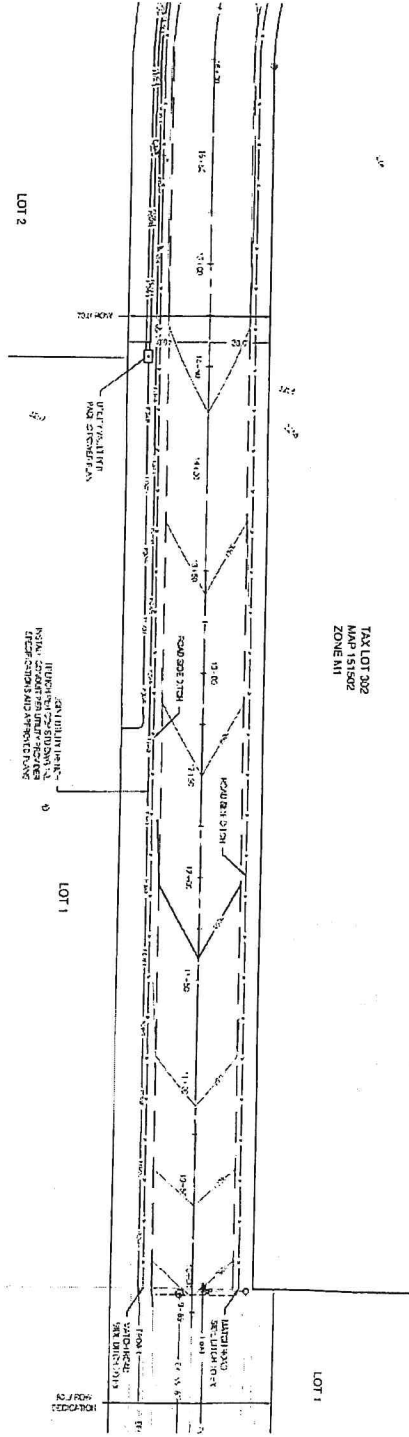
By:  _____

EXHIBIT C



MATCH 1 - SEE SHEET C1.4

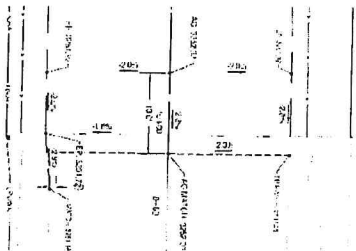


TAX LOT 002
 MAP 15-002
 ZONE M1

GRADING NOTES
 1. ELEVATIONS SHOWN ARE FINISHED GRADE UNLESS OTHERWISE NOTED.
 2. ALL GRADING SHALL BE TO FINISHED GRADE UNLESS OTHERWISE NOTED.
 3. ALL GRADING SHALL BE TO FINISHED GRADE UNLESS OTHERWISE NOTED.
 4. ALL GRADING SHALL BE TO FINISHED GRADE UNLESS OTHERWISE NOTED.
 5. ALL GRADING SHALL BE TO FINISHED GRADE UNLESS OTHERWISE NOTED.

POWER NOTES
 1. ALL POWER LINES SHALL BE DEEPENED TO A MINIMUM OF 36" BELOW FINISHED GRADE UNLESS OTHERWISE NOTED.
 2. ALL POWER LINES SHALL BE DEEPENED TO A MINIMUM OF 36" BELOW FINISHED GRADE UNLESS OTHERWISE NOTED.

1. STREET MATCH GRADING DETAIL



JOB NO. 11-24
 DRAWING BY: JN
 DRAWING: C1.3

SHEET TITLE:
 GRADING, DRAINAGE &
 EROSION CONTROL
 STA 10+00 - 15+97

PROJECT:
 SW EMPIRE DR EXTENSION
PROJECT LOCATION:
 PRINEVILLE, OR
CLIENT:
 JAMES A DRAPER LIVING TRUST ET AL

39

DRAWING STATUS:	DATE:	NO. REVISION:	DATE:
ENGR 1	09/29/22	1	
ENGR 2	09/11/22	1	
ENGR 3	11/28/22	1	
ENGR 4	11/14/22	1	
ENGR 5	12/09/22	1	
ENGR 6	01/24/23	1	
FINAL ENGR	02/07/23	1	

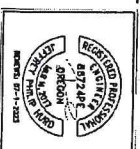
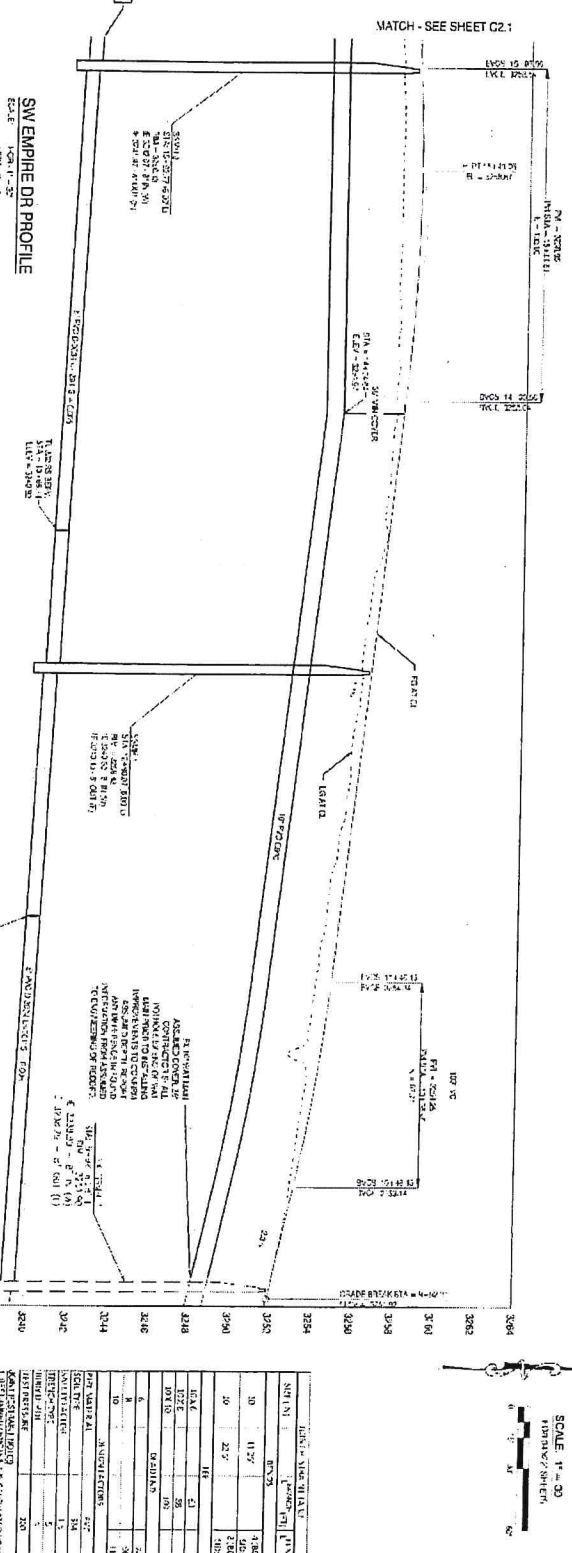
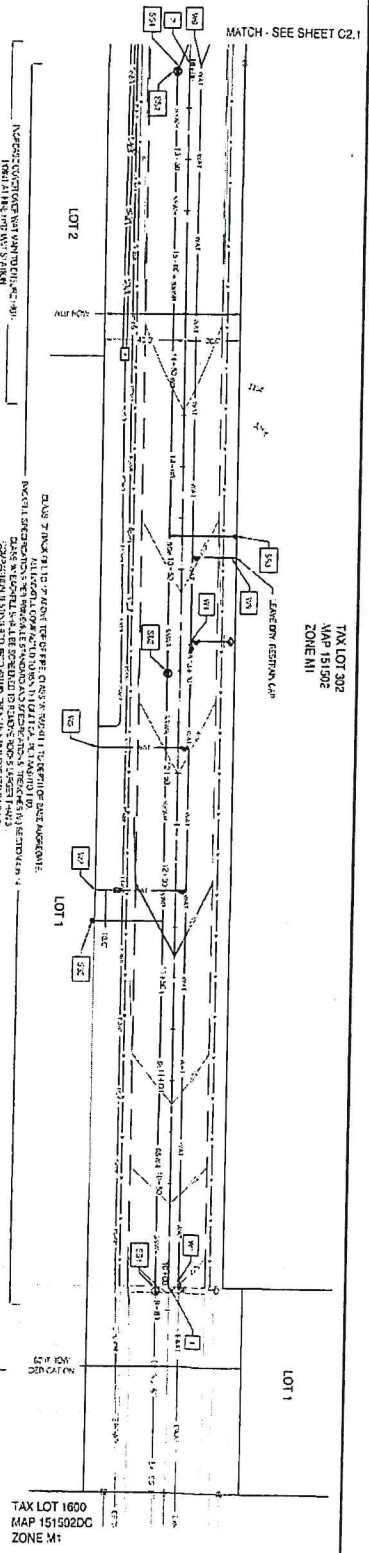


EXHIBIT
 Page 4 of 11

CENTURLINE DATA
 STA 10+00 TO STA 10+100
 100' WIDE
 10' HIGH
 10' WIDE
 10' HIGH
 10' WIDE
 10' HIGH

TAX LOT 302
 MAP 151502C
 ZONE M1



- STREET NOTES**
- 1 SW EMPIRE DR EXTENSION
 - 2 SW EMPIRE DR EXTENSION
 - 3 SW EMPIRE DR EXTENSION
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- UTILITY NOTES**
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 - 100 SANITARY SEWER

Page 6 of 17
 EXHIBIT

<p>PROJECT: SW EMPIRE DR EXTENSION</p> <p>PROJECT LOCATION: PRINEVILLE, OR</p> <p>CLIENT: JAMES A DRAPER LIVING TRUST ET AL</p>	<p>DRAWING STATUS:</p> <p>EXP 1</p> <p>EXP 2</p> <p>EXP 3</p> <p>EXP 4</p> <p>EXP 5</p> <p>EXP 6</p> <p>FINAL CHECK</p>	<p>DATE:</p> <p>03/20/22</p> <p>05/11/22</p> <p>08/26/22</p> <p>11/14/22</p> <p>12/05/22</p> <p>01/24/23</p> <p>07/07/22</p>	<p>No. REVISION</p> <p>1</p> <p>2</p> <p>3</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p>	<p>DATE:</p> <p></p> <p></p> <p></p> <p></p> <p></p> <p></p>	<p>REGISTERED PROFESSIONAL ENGINEER</p> <p>STATE OF OREGON</p> <p>NO. 12345</p> <p>NAME: JAMES A. DRAPER</p>
--	--	---	---	---	---

SHEET TITLE:
 SW EMPIRE DR
 PLAN & PROFILE
 STA 10+00 - 15+97

JOB NO.: 21-25
DRAWN BY: JET
DATE: 02/20

PROJECT: SW EMPIRE DR EXTENSION
PROJECT LOCATION: PRINEVILLE, OR
CLIENT: JAMES A DRAPER LIVING TRUST ET AL

SCALE: 1" = 30'
 HORIZONTAL
 1" = 10'
 VERTICAL

DATE: 02/20/22

BY: JET

CHECKED BY: JET

DATE: 02/20/22

PROJECT: SW EMPIRE DR EXTENSION
PROJECT LOCATION: PRINEVILLE, OR
CLIENT: JAMES A DRAPER LIVING TRUST ET AL

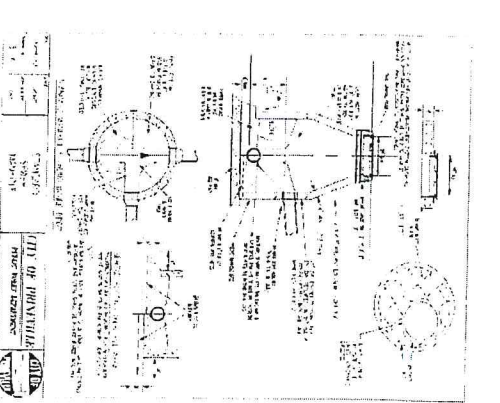
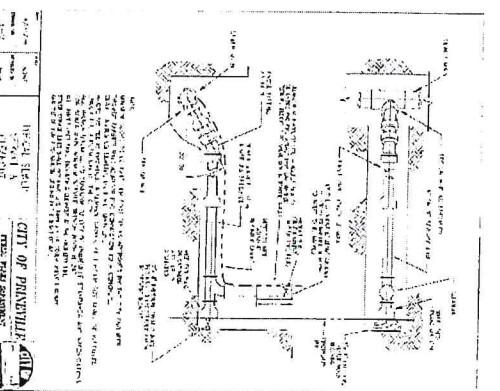
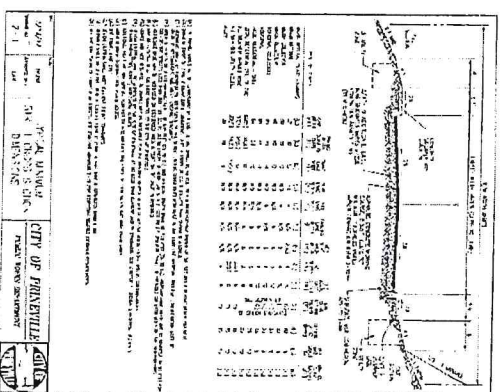
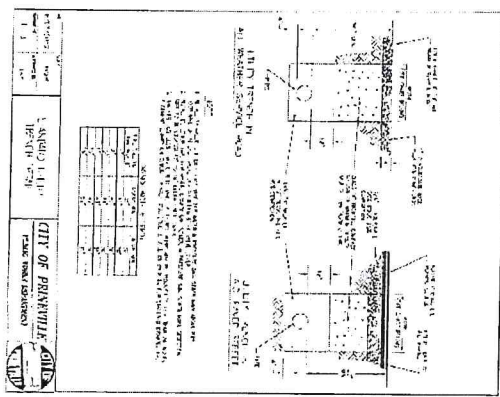
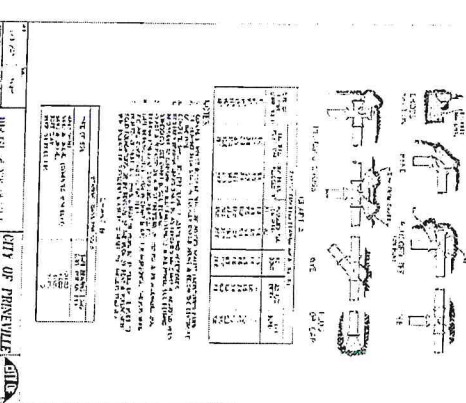
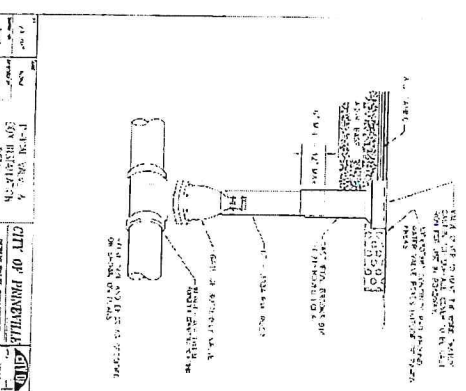
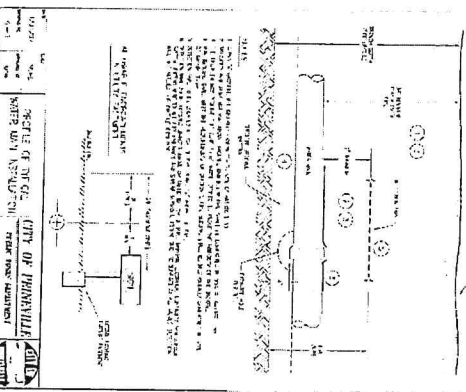
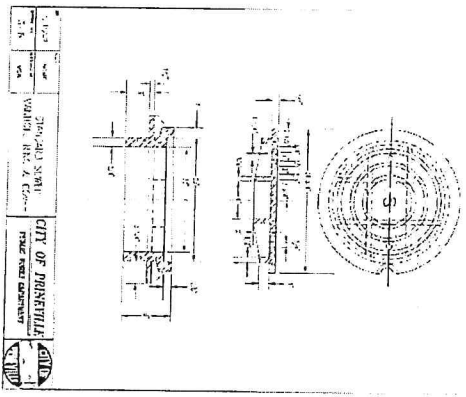
SCALE: 1" = 30'
 HORIZONTAL
 1" = 10'
 VERTICAL

DATE: 02/20/22

BY: JET

CHECKED BY: JET

DATE: 02/20/22



JOB NO. 21-120
DRAWING: JT
C30

SHEET TITLE:
STANDARD DETAILS

PROJECT:
SW EMPIRE DR EXTENSION

PROJECT LOCATION:
PRINEVILLE, OR

CLIENT:
JAMES A DRAPER LIVING TRUST ET AL

44

DRAWING STATUS:	DATE:	NO. REVISION:	DATE:
ENGR 1	09/29/22		
ENGR 2	10/11/22		
ENGR 3	11/28/22		
ENGR 4	11/14/22		
ENGR 5	12/09/22		
ENGR 6	01/24/23		
<input checked="" type="checkbox"/> FINAL ENGR	02/27/23		



EXHIBIT
7 of 11

City of Prineville
Public Works Department

CERTIFICATE OF SUBSTANTIAL COMPLETION

Name of Project: EMPIRE EXTENSION

Project #:

Contractor: R/E Collins & Sons

Address:

Issuance Date: 9-11-24

Contract No.:

SUBSTANTIAL COMPLETION DATE:

Complete Partial

The work performed under this contract has been reviewed and is deemed to be substantially complete. The date of Substantial Completion is, therefore, established for the portion for the portion noted above as: 9-11-24 which is also the date of commencement of warranties required in the Contract Documents, except as stated below.

The Definition of the Date of Substantial Completion of the Work or designated portion noted above is the Date determined by the Public Works Department when construction is adequately complete, in accordance with the Contract Documents, so the Owner may occupy or utilize the work or portion noted above for its intended purpose, as detailed in the Contract documents.

A list of items to be completed or corrected (Punch List), prepared by the Public Works Designee is attached to this certificate. The failure to include any items on this list does not alter the requirements of the Contract Documents. The date of commencement of warranties for items included in the Punch List will be the date of final payment unless agreed to, in writing, by The City and the Contractor.

PUNCH LIST: N/A

A list of items to be completed or corrected, prepared by the Architect/Engineer, City Engineer or Public Works Designee, checked and augmented as required by the Prime Contractor or Construction Manager is appended hereto. The failure to include any item on such list does not relieve the Contractor of the responsibility to complete all work in accordance with the Contract documents.

The Contractor shall complete or correct the work on the punch list appended hereto by 9-11-24. The punch list consists of 0 items.
Mo. Day Year

PAT GOETZLING
Public Works Inspector

Pat
Representative

9-11-25
Date

Design Engineer

Representative

Date

Owner

Representative

Date

City Engineer

Date

The owner accepts the Work or portion noted above as substantially complete as determined by the Public Works Department and will assume full possession thereof at 12:00 PM on (date) 9-11-25

EXHIBIT E

Page 1 of 2

PUBLIC WORKS DEPARTMENT SIGN OFF

PROJECT NAME: EMPIRE EXTENSION

PROJECT NUMBER: _____

All items on the project punch list have been completed and meet or exceed the requirements of the Public Works Department of the City of Prineville. This project is eligible for acceptance by the City subject to a one year warranty period, which will require the project Developer to repair or replace defective or damaged items. The final inspection will need to be done prior to acceptance by the City before the one year maintenance period begins.

- Planning
- Water
- Sewer
- Street
- N/A Sidewalk
- Street Lights
- Property Corners
- N/A Pump Station
- Grading
- Drainage

FINAL INSPECTION – RECOMMENDATION FOR CITY ACCEPTANCE.

A final inspection of this project has been completed. The Public Works Department has disclosed the following items that require further work: All items complete except:

_____ FINAL INSPECTION – A final inspection of this project has been completed. The Public Works Department has disclosed the following items that require further work: All items complete except:

Dated this 11 day of September 2024

City of Prineville, Public Works Department/City Inspector:

By: [Signature]
48

EXHIBIT E
Page 2 of 2



12/22/2025

AE West Inc DBA Collins & Sons Excavating
4100 SW Empire Blvd.
Prineville, OR 97754

To Whom it May Concern:

This is verification that the payments below were issued from the account of RDIG Account No. ending in [REDACTED] to the account of AEW DBA Collins & Sons No. ending in [REDACTED]

12/12/2023 - \$749,068.41

02/29/2024 - \$128,539.52

04/19/2024 - \$223,833.03

05/22/2024 - \$69,000.92

7/15/2024 - \$422,605.72

Sincerely,

Wendy McDowell

TREASURY DELIVERY SPECIALIST II

O: 503-499-5909

wendy.mcdowell@fib.com

EXHIBIT F
Page 1 of 1

COLLINS & SONS EXCAVATING

PO Box 1658
Redmond, OR 97756
Office: 541-548-6050 Fax: 888-211-7841
CCB# 239292
www.collinsandsons.com

Bill to:

R&D Investment Group
Po Box 1269
Redmond, OR 97756

Invoice #	1256
Date:	11/30/2023
Net due by the 10th	
Work performed in:	Prineville, OR
Project Name:	Empire Dr Extension
Collins and Sons Job #:	
Owner Job #:	Tom McCall
Owner Contract #:	

Item #	Unit Description	Bid Qty	Units	Unit Price	Total	To Date		Previous		Current		
						Price	Units	Price	Units	Price	Units	
1	Blasting,excavation, labor and materials*		EA		\$ 758,389.91	-	0	\$ -	0	\$ -	1	\$ 749,068.41
2			EA		\$ -	-	0	\$ -	-	0	\$ -	-
3			EA		\$ -	-	0	\$ -	-	0	\$ -	-
4			EA		\$ -	-	0	\$ -	-	0	\$ -	-
5			EA		\$ -	-	0	\$ -	-	0	\$ -	-
TOTAL					\$ 758,389.91	\$ -	0	\$ -	\$ -	0	\$ -	\$ 749,068.41

Item #	Unit Description	Bid Qty	Units	Unit Price	Total	Units	Price	Units	Price	Units	Price
1			EA	\$ -	\$ -	1	\$ -	1	\$ -	1	\$ -
2			EA	\$ -	\$ -	1	\$ -		\$ -	1	\$ -
3			EA	\$ -	\$ -	1	\$ -		\$ -	1	\$ -
Change Order Total					\$ -	\$ -	\$ -	\$ -	\$ -	1	\$ -

Subtotal \$ 749,068.41
0% Retention \$ -
Total Due \$ 749,068.41

* Partial print progress invoices billed 40%

COLLINS & SONS EXCAVATING

PO Box 1658
Redmond, OR 97756
Office: 541-548-6050 Fax: 888-211-7841
CCB# 239292
www.collinsandsons.com

Bill to:

R&D Investment Group
Po Box 1269
Redmond, OR 97756

Invoice #	1293
Date:	2/16/2024
Net due by the 10th	
Work performed in:	Prineville, OR
Project Name:	Empire Dr Extension
Collins and Sons Job #:	
Owner Job #:	Tom McCall
Owner Contract #:	

Item #	Unit Description	Bid Qty	Units	Unit Price	Total	To Date		Previous		Current	
						Units	Price	Units	Price	Units	Price
1	Blasting, labor, materials *		EA			1	\$ -	0	\$ -	1	\$ 128,539.52
2			EA			0	\$ -	0	\$ -	0	\$ -
3			EA			0	\$ -	0	\$ -	0	\$ -
4			EA			0	\$ -	0	\$ -	0	\$ -
5			EA			0	\$ -	0	\$ -	0	\$ -
CHANGE ORDERS					TOTAL		\$ -		\$ -		\$ 128,539.52

Change Order Total \$ -

Subtotal \$ 128,539.52
0% Retention \$ -
Total Due \$ 128,539.52

* Partial pmt progress invoices billed 7%

COLLINS & SONS EXCAVATING

PO Box 1658
Redmond, OR 97756
Office: 541-548-6050 Fax: 888-211-7841
CCB# 239292
www.collinsandsons.com

Bill to:

R&D Investment Group
Po Box 1269
Redmond, OR 97756

Invoice #	1296
Date:	3/31/2024
Net due by the 10th	
Work performed in:	Pineville, OR
Project Name:	Empire Dr Extension
Collins and Sons Job #:	
Owner Job #:	Tom McCall
Owner Contract #:	

Item #	Unit Description	Bid Qty	Units	Unit Price	Total	To Date		Previous		Current	
						Units	Price	Units	Price	Units	Price
1	Excavation, labor and materials*		EA			1		0		1	\$ 223,833.03
2			EA			0		0		0	
3			EA			0		0		0	
4			EA			0		0		0	
5			EA			0		0		0	
TOTAL											\$ 223,833.03

CHANGE ORDERS

Item #	Unit Description	Bid Qty	Units	Unit Price	Total	Units	Price	Units	Price	Units	Price
1			EA			1		1			
2			EA			1				1	
3			EA			1				1	
Change Order Total											

* Partial pmt progress invoices billed 10%

Subtotal \$ 223,833.03
0% Retention \$ -
Total Due \$ 223,833.03

COLLINS & SONS EXCAVATING

PO Box 1658
Redmond, OR 97756
Office: 541-548-6050 Fax: 888-211-7841
CCBH 239292
www.collinsandsons.com

Bill to:

R&D Investment Group
Po Box 1269
Redmond, OR 97756

Invoice #	1298
Date:	4/30/2024
Net due by the 10th	
Work performed in:	Prineville, OR
Project Name:	Empire Dr Extension
Collins and Sons Job #:	
Owner Job #:	Tom McCall
Owner Contract #:	

Item #	Unit Description	Bid Qty	Units	Unit Price	Total	To Date		Previous		Current	
						Units	Price	Units	Price	Units	Price
1	testing, permits, labor and materials*		EA			1		0		1	\$ 69,000.92
2			EA			0		0		0	
3			EA			0		0		0	
4			EA			0		0		0	
5			EA			0		0		0	
TOTAL											\$ 69,000.92

Item #	Unit Description	Bid Qty	Units	Unit Price	Total	To Date		Previous		Current	
						Units	Price	Units	Price	Units	Price
1			EA			1		1		1	
2			EA			1		1		1	
3			EA			1		1		1	
Change Order Total											

* Partial pmt progress invoices billed 3%

Subtotal \$ 69,000.92
0% Retention \$ -
Total Due \$ 69,000.92

COLLINS & SONS EXCAVATING

PO Box 1658
Redmond, OR 97756
Office: 541-548-6050 Fax: 888-211-7841
CCBH# 239292
www.collinsandsons.com

Bill to:

R&D Investment Group
Po Box 1269
Redmond, OR 97756

Invoice #	1299
Date:	6/28/2024
Net due by the 10th	
Work performed in:	Prineville, OR
Project Name:	Empire Dr Extension
Collins and Sons Job #:	
Owner Job #:	Tom McCall
Owner Contract #:	

Item #	Unit Description	Bid Qty	Units	Unit Price	Total	To Date		Previous		Current	
						Units	Price	Units	Price	Units	Price
1	paving, labor and materials*		EA			1		0		1	\$ 422,605.72
2			EA			0		0		0	
3			EA			0		0		0	
4			EA			0		0		0	
5			EA			0		0		0	
TOTAL											\$ 422,605.72

Item #	Unit Description	Bid Qty	Units	Unit Price	Total	To Date		Previous		Current	
						Units	Price	Units	Price	Units	Price
1			EA			1		1		1	
2			EA			1		1		1	
3			EA			1		1		1	
Change Order Total											

* Partial pmt progress invoices billed 23%

Subtotal \$ 422,605.72
0% Retention \$ -
Total Due \$ 422,605.72

EXHIBIT 6
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