



**Location:** City Hall – Council Chambers  
**Date:** December 10, 2019  
**Time:** 6:30 PM

## City Council Meeting Agenda

Mayor Steve Uffelman, Council Members Jason Beebe, Janet Hutchison, Patricia Jungmann, Gail Merritt, Jeff Papke, Teresa Rodriguez and City Manager Steve Forrester

### Call to Order

### Flag Salute

### Additions to Agenda

### Consent Agenda

- [1.](#) Regular Meeting Brief 11-26-19
2. Terry's Jewelry Secondhand License Renewal

### Visitors, Appearances and Requests

### Council Business

- [3.](#) County RRED Zone Update - Kelsey Lucas
4. Approval of Public Safety Radio Purchase - James Wilson
- [5.](#) Planning Commission Appointments - Josh Smith

### Staff Reports and Requests

6. City Manager Report - Steve Forrester
7. Committee Reports

### Ordinances

- [8.](#) Ordinance No 1256 - Facebook Road Naming (**FIRST PRESENTATION**) - Josh Smith

### Resolutions

- [9.](#) Resolution No 1420 - Authorizing an IGA with Crook County Parks & Recreation - Jered Reid

### Visitors, Appearances and Requests

### Adjourn



*Agenda items maybe added or removed as necessary after publication deadline*



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

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

**City Council Meeting Brief**  
**November 26<sup>th</sup>, 2019**

**Council Members Present:**

Patricia Jungmann  
Gail Merritt  
Steve Uffelman  
Jason Beebe

Teresa Rodriguez  
Jeff Papke

**Council Members Absent**

Janet Hutchison

**Additions to the Agenda**

None.

**Consent Agenda**

1. Regular Meeting Brief 11-12-19

**Councilor Beebe made a motion to approve the Consent Agenda as presented. Motion seconded. No discussion on motion, motion carried.**

**Visitors, Appearances and Requests:**

**Public Appearances**

No one came forward.

**Council Business**

None.

**Staff Reports and Requests:**

**2. Manager's Report**

Steve Forrester, City Manager reported: there will only be one meeting in December due to the Christmas holiday; the annual Central Oregon Cities Organization (COCO) annual legislative

holiday luncheon is coming up and look for an invitation; staff, along with county and Ochoco Irrigation District took a trip to a renewable energy facility; we are making progress for biomass funding; staff has met with data centers and forest service for funding goal of the feasibility study; and the helibase project is making a lot of progress.

Mayor Uffelmann announced that the city as well as other participants had received a plaque from Kiwanis at a recent event for the help with the splash pad project.

### 3. Committee Reports

Councilor Papke did not have any committee reports, however wanted to report on a project that Eric Klann, Public Works Director spearheaded with Mountain View High School for engineering a wagon with a wheel chair lift that will be unveiled on Earth Day April 22<sup>nd</sup>.

Councilor Jungmann is part of NeighborImpact and talked about all of the programs they are involved in from housing, energy and loans for different projects throughout the region.

Councilor Merritt attended a digital safety workshop at the High School and a Crook County Foundation meeting where Dr. Sara Johnson, CCSD Superintendent talked about the vaping problem they are experiencing at the schools.

Councilor Beebe has a Crooked River Watershed Council meeting next week.

Councilor Rodriguez stated she was part of a Crook County group that founded a political action committee for public lands; she is the administrator for the Crook County Your Voice Facebook page; and a couple of people along with herself are going to schools to introduce drag racing cars to students and the response was great. They are hoping to hit all of the high schools again in the spring.

Mayor Uffelmann explained that he serves on the air quality committee and the air quality has been very good; participates in rural innovation initiative and biomass; serves on the Deschutes Water Collaborative and they are currently working on funding for an Oregon Water Resource Department (OWRD) basin representative; was recently re-appointed to CREA for another 3 year term; is on the Strategic Planning Committee to create local long range priorities; serves on the Bowman Dam Hydro Project Committee; and after attending the 7x24 exchange that talked about concern for availability of future employees, is working with the school to get students involved early on to think of all the careers that are possible.

### 4. Prineville Downtown Association – Casey Kaiser / Bryan Iverson

Casey Kaiser, Associate Planner introduced Bryan Iverson and explained the history of the Downtown Strategic Planning Committee (DSP) and how that was initiated to spark interest in the downtown district for revitalizing the core until there was enough interest from the business community to form an association and take over. Mr. Kaiser said now that the Prineville

Downtown Business Association has been formed this might be the appropriate time to discontinue the DSP.

Mr. Forrester provided additional background on the formation of the DSP and how it accomplished what it was meant to.

Bryan Iverson went through a power point presentation that highlighted the structure and members of the Prineville Downtown Business Association; being part of the Main Street Program; getting administrative support from COIC; various streetscape ideas including curb painting and hoping to have the money that has been budgeted already for the DSP be redirected to help keep the momentum moving forward and strengthen the Prineville Downtown Business Association.

**Ordinances:**

**5. Ordinance No. 1255 – Adopting Code Section 93.15 (SECOND PRESENTATION)**

Jered Reid, City Attorney explained that we had talked about this at the first presentation and nothing has changed.

There were no questions.

**Councilor Rodriguez made a motion to approve Ordinance No. 1255 for its second presentation. Motion seconded. No discussion on motion. All in favor, motion carried.**

**Resolutions:**

**6. Resolution No. 1417 – Approving Personal Services Agreement with TRM Energy Solutions – Eric Klann / Jered Reid**

Eric Klann, City Engineer explained that we had talked about this in depth at the last council meeting when we had the public hearing. This agreement will be based on funding and the city has not received any complaints whatsoever. One person reached out to the consultant. Again, this will be funded by grants only.

**Councilor Merritt made a motion to approve Resolution No. 1417. Motion seconded. No discussion on motion. All in favor, motion carried.**

**7. Resolution No. 1418 – Exercising the Power of Eminent Domain – Casey Kaiser / Jered Reid**

Mr. Kaiser had a power point presentation that illustrated where the two parcels were located for both Resolution No. 1418 and Resolution No. 1419 and referred to the staff report that was distributed. Mr. Casey explained that one parcel is wanted to construct and maintain a sewer line

and the square parcel is needed to deal with storm water issues for adjacent properties to the north.

Discussions continued regarding the type of storm water system; ideas to make the lot usable so it isn't just weeds; and the city already treating them for weeds since it abuts an alley.

Mr. Reid went through the legal process that will be easier since there is no owner of record and can just be a filing with the circuit court. There are no other legal issues with these parcels and property taxes were never assessed.

**Councilor Beebe made a motion to approve Resolution No. 1418. Motion seconded. No discussion on motion. All in favor, motion carried.**

**8. Resolution No. 1419 – Exercising the Power of Eminent Domain – Casey Kaiser / Jered Reid**

There were no questions.

**Councilor Jungmann made a motion to approve Resolution No. 1419. Motion seconded. No discussion on motion. All in favor, motion carried.**

**Visitors Appearances and Requests:**

No one came forward.

**Adjourn**

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

Meeting adjourned at 7:30 P.M.

**Motions and Outcomes:**

Motion:	Outcome	Beebe	Hutchison	Jungmann	Merritt	Papke	Rodriguez	Uffelman
Consent Agenda	PASSED	Y	-	Y	Y	-	Y	Y
Ordinance No. 1255 – Adopting Code Section 93.15 ( <b>SECOND PRESENTATION</b> )	PASSED	Y	-	Y	Y	Y	Y	Y
Resolution No. 1417 – Approving Personal Services Agreement with TRM Energy Solutions	PASSED	Y	-	Y	Y	Y	Y	Y
Resolution No. 1418 – Exercising the Power of Eminent Domain	PASSED	Y	-	Y	Y	Y	Y	Y
Resolution No. 1419 – Exercising the Power of Eminent Domain	PASSED	Y	-	Y	Y	Y	Y	Y
Adjourn Meeting	PASSED	Y	Y	Y	Y	Y	Y	Y

## Public Records Disclosure

Under the Oregon public records law, all documents referred to in this session are available at the City's website. [www.cityofprineville.com](http://www.cityofprineville.com). An electronic copy of the meeting packet is available for download at [www.cityofprineville.com/packets](http://www.cityofprineville.com/packets). A full recording of this meeting is available at [www.cityofprineville.com/meetings](http://www.cityofprineville.com/meetings)

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

**IN THE MATTER OF CROOK COUNTY'S  
DESIGNATION OF A RURAL  
RENEWABLE ENERGY  
DEVELOPMENT Zone (RRED Zone)**

**ORDER 2019-34  
AND RESOLUTION**

**WHEREAS**, ORS 285C.350 to 285C.370 provide for the designation of “Rural Renewable Energy Development Zones” (hereinafter RRED Zones) by request of a single city, a single county or multiple counties, to encompass the entire rural area of the jurisdiction(s), for purposes of offering the standard property tax abatement of an enterprise zone to the qualified property of renewable energy projects locating therein; and

**WHEREAS**, the County of Crook is seeking designation of an RRED Zone by the director of the Oregon Business Development Department to encourage new business investment, job creation, higher incomes for local residents, greater diversity of economic activity; and

**WHEREAS**, the proposed RRED Zone will include all eligible territory (whether incorporated or not) encompassed by the county line of Crook County; and

**WHEREAS**, the designation of an RRED Zone does not grant or imply permission to develop land within the county without complying with prevailing zoning, regulatory and permitting processes and restrictions for the applicable jurisdiction; nor does it indicate any intent to modify those processes or restrictions, except as otherwise in accordance with Comprehensive Plans; and

**WHEREAS**, The County of Crook appreciates the impacts that a designated RRED Zone would have and the property tax exemptions that eligible business firms might receive therein, as governed by Oregon Revised Statutes (ORS) Chapter 285C and other provisions of Oregon Law, including but not limited to what is described in Oregon Administrative Rules (OAR Chapter 123); and



**WHEREAS**, All of the municipal corporations, special service districts and so forth, other than the county government, that receive operating revenue through the levying of *ad valorem* taxes on real and personal property in any area Crook County have been informed and asked to comment on this request for designation.

**NOW, THEREFORE**, it is hereby **ORDERED** and **RESOLVED** that:

**SECTION 1:** The County of Crook applies for an RRED Zone and requests that the director of the Oregon Business Development Department order the designation thereof.

**SECTION 2:** The County of Crook sets the amount of real market value (RMV) for qualified property that may be exempt in this RRED Zone at \$250 million, based on the RMV of property for the assessment year at the start of the exemption immediately after property is placed in service.

**SECTION 3:** Crook County Judge Seth Crawford is authorized to submit the request for the aforementioned RRED Zone designation [and to make any substantive or technical change to the application materials, as necessary, after adoption of this resolution].

**SECTION 4:** The County of Crook appoints Kelsey Lucas of Economic Development of Central Oregon (EDCO) to serve in the capacity of the local zone manager for the RRED Zone.

**SECTION 5:** The County of Crook will comply with the equivalent requirements and provisions of ORS 285C.105 respective to zone sponsor duties under ORS 285C.050 to 285C.250, as they would apply to the implementation of an RRED Zone under ORS 285C.350 to 285C.370.

DATED this \_\_\_\_\_ day of December.

\_\_\_\_\_  
Seth Crawford  
County Judge

\_\_\_\_\_  
Jerry Brummer  
County Commissioner

\_\_\_\_\_  
Brian Barney  
County Commissioner



**City of Prineville**  
**DEPARTMENT OF PLANNING & COMMUNITY DEVELOPMENT**  
**PLANNING COMMISSION RECOMMENDATION**

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**DATE:** December 3<sup>rd</sup>, 2019

**PURPOSE:** Recommendation to Reappoint Planning Commissioner

**BACKGROUND:**

The term of one of our current Planning Commissioners, Priscilla Smith will expired on December 31, 2019. The remaining Planning Commissioners present voted unanimously to recommend that City Council reappoint Priscilla Smith to a new four-year term.

Planning Staff supports the recommendation of the Planning Commission as Priscilla provides diversity to the Commission and is a valuable contributor to this body.

**RECOMMENDATION:**

The Planning Commission formally recommends that City Council reappoint Priscilla Smith to a four-year term as Planning Commissioner, which would expire on December 31, 2023.

  
\_\_\_\_\_  
Marty Bailey, Planning Commission Chair



**City of Prineville**  
**DEPARTMENT OF PLANNING & COMMUNITY DEVELOPMENT**  
**PLANNING COMMISSION RECOMMENDATION**

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**DATE:** December 3<sup>rd</sup>, 2019

**PURPOSE:** Appoint a new Planning Commissioner to vacant seat.

**BACKGROUND:**

The Planning Commission has a vacant seat that needs to be filled. The City advertised the open seat in the City newsletter and in the Central Oregonian on August 20<sup>th</sup>. The City received several inquiries including people outside the UGB who are not allowed to serve by City Charter. Ultimately the City received two eligible applicants, Alex Crider and Jason York.

The Planning Commission felt both applicants were qualified and would serve the City well. With only one position available the Commission voted unanimously to recommend Jason York to fill the vacant seat. The Commission felt his background in construction and design brought a skill set to the Commission that is currently lacking.

The Planning Commission voted 4 to 0 with two Commissioners absent to recommend that City Council appoint Jason York to a new four-year term.

**RECOMMENDATION:**

The Planning Commission formally recommends that City Council appoint Jason York to a four-year term as Planning Commissioner, which would expire on December 31, 2023.

  
\_\_\_\_\_  
Marty Bailey, Planning Commission Chair



## COMMUNITY SERVICE APPLICATION

Name: Jason York		
Street Address: [REDACTED]		
City: Prineville	State: Oregon	Zip: 97754
Home Phone: -	Cell Phone: [REDACTED]	
Email Address: [REDACTED]		
Position applying for: Planning Commission member		
Why are you interested in serving in this position? I have a desire to understand how projects are proposed and considered for the future development and daily living of Prineville. This is my hometown, and I intend to live here the rest of my days. My hope is to one day design a project that could be considered to have an important and lasting impact on our community. The best way that I can achieve that goal is to get involved in the planning process to learn why, how, and what Prineville is building to influence the next generation of people that want to call this town home.		
Do you have any special skills or expertise applicable to this position? I am very good at examining design information and identifying conflicts and agreements for intent and constructibility. I read and interpret construction plans daily and can understand scale drawings and assume sequence and impacts for design considerations.		
<b>Educational/occupational background:</b> [REDACTED]		

List professional, trade, business or civic activities and offices held:  
I volunteer time and planning coordination for community events with my wife Sheena:  
Crooked River Roundup, Stampede street party, School events, parade

Are you capable of performing in a reasonable manner, with or without a reasonable accommodation the activities involved in the position for which you are applying:  Yes  No

Are you available for evening meetings?  
Yes

Are you available for daytime meetings?  
Limited

I HEREBY CERTIFY THAT THIS APPLICATION CONTAINS NO MISREPRESENTATIONS OR FALSIFICATIONS AND THAT GIVEN IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I UNDERSTAND THAT MISREPRESENTATION OR OMISSIONS OF FACTS CALLED FOR IN THIS APPLICATION IS CAUSE FOR CANCELLATION OF THE APPLICATION AND / OR DISMISSAL FROM POSITION. I AUTHORIZE THE CITY OF PRINEVILLE, OREGON TO MAKE ANY NECESSARY INQUIRIES OR INVESTIGATIONS TO VERIFY OR SUPPLEMENT THE INFORMATION CONTAINED HEREIN. I ALSO SPECIFICALLY AUTHORIZE ANY PERSON WITH KNOWLEDGE OF MY WORK HISTORY, OR CHARACTER TO RELEASE TO THE CITY OF PRINEVILLE INFORMATION ABOUT MY WORK HISTORY OR CHARACTER UPON REQUEST. BY SIGNING BELOW, I AGREE AND PROMISE TO INDEMNIFY AND HOLD HARMLESS THE CITY OF PRINEVILLE.

**CITY OF PRINEVILLE RESIDENCY IS REQUIRED FOR CITY COUNCIL, PLANNING COMMISSION OR BUDGET COMMITTEE MEMBERS**

**PLEASE RETURN COMPLETED APPLICATION TO: 387 NE THIRD ST. PRINEVILLE, OR 97754 OR EMAIL TO: [lmorgan@cityofprineville.com](mailto:lmorgan@cityofprineville.com)**

Signature:

*Jason York*

Date:

11-01-2019

Office Use Only:

Date Received:

*11/4/19*

By:

*Joshua Smith*

Appointed:

Term:



### COMMUNITY SERVICE APPLICATION

Name: <b>Alex Crider</b>		
Street Address: [REDACTED]		
City: <b>Prineville</b>	State: <b>OR</b>	Zip: <b>97754</b>
Home Phone:	Cell Phone: [REDACTED]	
Email Address: [REDACTED]		
Position applying for: <b>Board member planning commision</b>		
<p>Why are you interested in serving in this position?          Working and living here in Prineville after the past 23 years I have come to love this community and want to continue its growth in a positive way for generations to come. I enjoy learning new things and solving challenges along the way.</p>		
<p>Do you have any special skills or expertise applicable to this position?          17 years volunteer firefighter at Crook County Fire and Rescue. 15 years as a long haul truck driver, 10 years of that as an owner operator. Currently a service manager at Stinger Transport.</p>		
<p><b>Educational/occupational background:</b> <b>Mechanic</b></p>		
[REDACTED]		

RECEIVED  
 OCT 20 2019  
 By \_\_\_\_\_

List professional, trade, business or civic activities and offices held:  
Volunteer Firefighter 17 years  
Small business owner 10 years  
Diesel mechanic 4 years  
Log Home builder 5 years

Are you capable of performing in a reasonable manner, with or without a reasonable accommodation the activities involved in the position for which you are applying: Yes / No

Are you available for evening meetings?  
Yes

Are you available for daytime meetings?  
Yes with few days notice in advance

I HEREBY CERTIFY THAT THIS APPLICATION CONTAINS NO MISREPRESENTATIONS OR FALSIFICATIONS AND THAT GIVEN IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I UNDERSTAND THAT MISREPRESENTATION OR OMISSIONS OF FACTS CALLED FOR IN THIS APPLICATION IS CAUSE FOR CANCELLATION OF THE APPLICATION AND / OR DISMISSAL FROM POSITION. I AUTHORIZE THE CITY OF PRINEVILLE, OREGON TO MAKE ANY NECESSARY INQUIRIES OR INVESTIGATIONS TO VERIFY OR SUPPLEMENT THE INFORMATION CONTAINED HEREIN. I ALSO SPECIFICALLY AUTHORIZE ANY PERSON WITH KNOWLEDGE OF MY WORK HISTORY, OR CHARACTER TO RELEASE TO THE CITY OF PRINEVILLE INFORMATION ABOUT MY WORK HISTORY OR CHARACTER UPON REQUEST. BY SIGNING BELOW, I AGREE AND PROMISE TO INDEMNIFY AND HOLD HARMLESS THE CITY OF PRINEVILLE.

**CITY OF PRINEVILLE RESIDENCY IS REQUIRED FOR CITY COUNCIL, PLANNING COMMISSION OR BUDGET COMMITTEE MEMBERS**

**PLEASE RETURN COMPLETED APPLICATION TO: 387 NE THIRD ST. PRINEVILLE, OR 97754 OR EMAIL TO: [lmorgan@cityofprineville.com](mailto:lmorgan@cityofprineville.com)**

Signature:



Date:

10/30/2019

**Office Use Only:**

Date Received: 10/30/19

By: Joshua Smith

Appointed:

Term:

## ORDINANCE NO. 1256

### AN ORDINANCE NAMING A PRIVATE ROAD WITHIN THE FACEBOOK CAMPUS

The Prineville City Council makes the following findings:

1. Fred Kroon (“Applicant”) on behalf of the property owner Vitesse, LLC (“Vitesse”) located at 735 SW Connect Way, Prineville Oregon, filed an application with the Crook County Department Addressing Division to name a private road SW Social Loop.
2. As part of the application, Vitesse was required to have approval of the City of Prineville because the Applicant’s property is located within Prineville city limits.
3. The Vitesse property is the only property that has access and addressing to the proposed road name. No other property will be affected by this road naming.
4. The Vitesse property named the other private roads serving the campus with Ordinance 1246, enacted on the 25<sup>th</sup> of September 2018.

BASED UPON the above findings, the people of the City of Prineville ordain as follows:

1. A private road serving Vitesse, LLC property is hereby created and named SW Social Loop, as shown on the attached map, Exhibit A.

Presented for the first time at a regular meeting of the City Council held on December 10, 2019, and the City Council finally enacted the foregoing ordinance this \_\_\_\_ day of January, 2020.

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Stephen P. Uffelman  
Mayor

ATTEST:

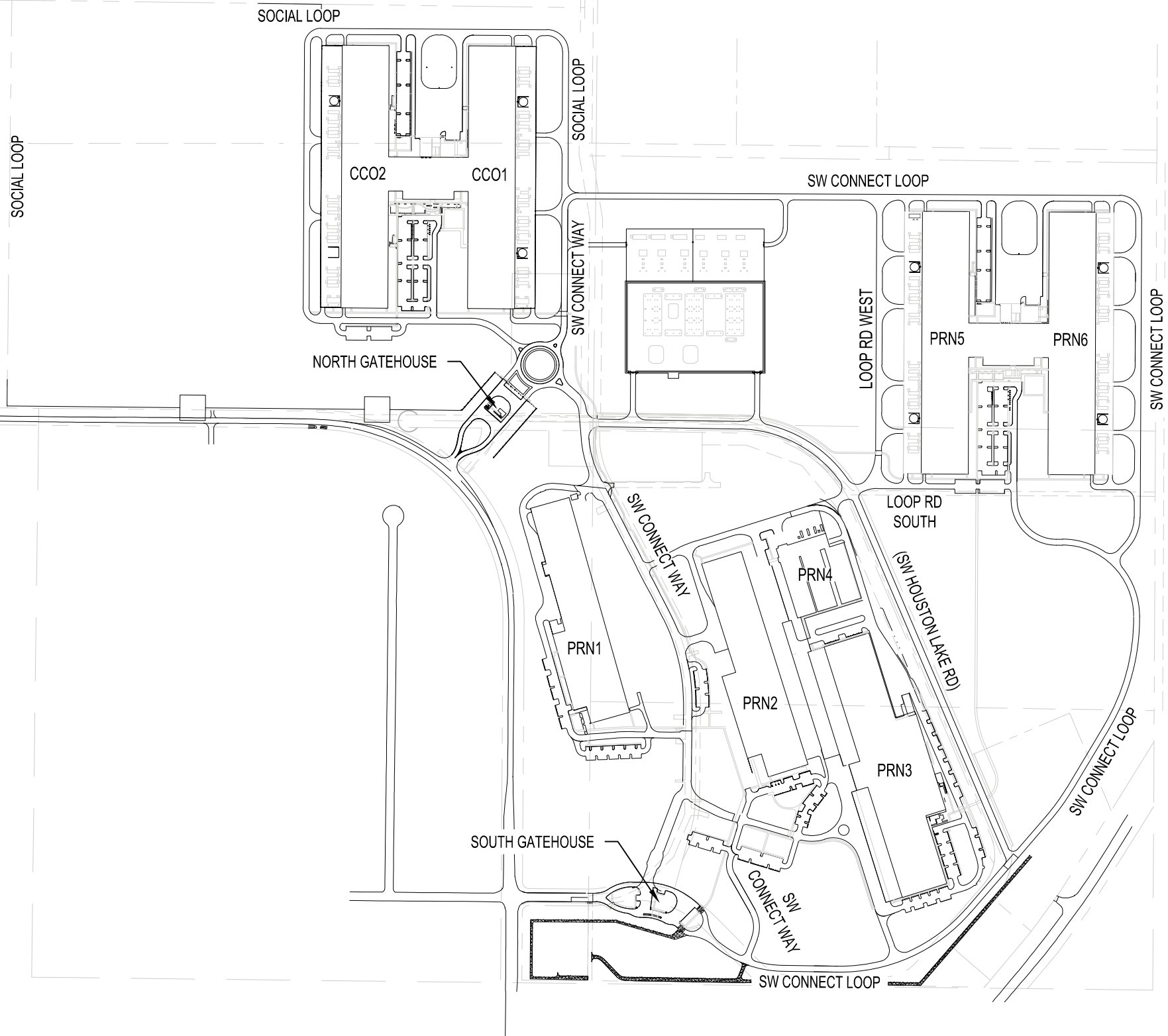
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Lisa Morgan, City Recorder



**LEGEND**

	ROAD TO BE NAMED CONNECT LOOP
	ROAD TO BE RENAMED TO CONNECT LOOP
	ROAD TO BE NAMED CONNECT WAY
	ROAD TO REMAIN CONNECT WAY
	ROAD TO BE NAMED SOCIAL LOOP
	UNNAMED



**RESOLUTION NO. 1420  
CITY OF PRINEVILLE, OREGON**

**A RESOLUTION AUTHORIZING THE CITY OF PRINEVILLE TO ENTER INTO AN  
INTERGOVERNMENTAL AGREEMENT WITH CROOK COUNTY PARKS AND  
RECREATION DISTRICT**

**Whereas**, on or about August 31, 2017, the City of Prineville (“City”) and Crook County Parks and Recreation District (“District”) entered into an Intergovernmental Agreement; and

**Whereas**, on or about February 14, 2019, the City of Prineville (“City”) and District entered into an Intergovernmental Agreement; and

**Whereas**, City owns and District manages and maintains within the City limits Gervis Park, Pioneer Park east of the City Police Department, and the bike path which runs adjacent to Ochoco Creek from Ochoco Highway to Harwood Street. Gervis Park, Pioneer Park and the bike path shall collectively be referred to as the “Parks”; and

**Whereas**, District has maintained the landscaped area at the Ochoco Highway-Madras Prineville Interchange (hereinafter “West Y”) pursuant to an Agreement with the Oregon Department of Transportation (ODOT) since 1987; and

**Whereas**, City is currently collecting park System Development Charges (SDC) on behalf of the District, and retains 2.5% of any collected SDC for City’s time for collections and disbursement; and

**Whereas**, City has deeded Old Stryker Field to the District; and

**Whereas**, City is currently constructing a pedestrian bridge across Ochoco Creek that connects Crook County Parks and Recreation Property (Tax Lot No. 151605BB00500) to Old Stryker Field, hereinafter “Bridge”; and

**Whereas**, District and City have cooperated maintaining the Parks but the Parties desire to enter into an Agreement to address payment of larger expenses associated with maintaining the Parks; and

**Whereas**, District wishes to continue to perform all landscaping and related maintenance of the landscaped area of the West Y pursuant to an agreement with the City; and

**Whereas**, City and District believe one Intergovernmental Agreement is preferable to multiple Agreements; and

**Whereas**, City has prepared an Intergovernmental Agreement (“Agreement”); and

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

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

Approved by the City Council this \_\_\_\_ day of December, 2019.

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Steve Uffelman, Mayor

ATTEST:

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Lisa Morgan, City Recorder

## **INTERGOVERNMENTAL AGREEMENT**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is entered into by and between the **City of Prineville**, a municipal corporation, (hereinafter “City”) and **Crook County Parks and Recreation District**, an Oregon public recreational district, (hereinafter “District”), jointly the “Parties,” and individually a “Party.”

### **Recitals**

- A. City and District are authorized, pursuant to ORS 190.003-190.110, to enter into this Agreement.
- B. On or about August 31, 2017, the parties entered into an Intergovernmental Agreement attached to this Agreement as Exhibit A, and incorporated herein.
- C. On or about February 14, 2019, the parties entered into an Intergovernmental Agreement attached to this Agreement as Exhibit B, and incorporated herein.
- D. City owns and District manages and maintains within the City limits Gervis Park, Pioneer Park east of the City Police Department, and the bike path which runs adjacent to Ochoco Creek from Ochoco Highway to Harwood Street. Gervis Park, Pioneer Park and the bike path shall collectively be referred to as the “Parks.”
- E. District has maintained the landscaped area at the Ochoco Highway-Madras Prineville Interchange (hereinafter “West Y”) pursuant to an Agreement with the Oregon Department of Transportation (ODOT) since 1987.
- F. City is currently collecting park System Development Charges (SDC) on behalf of the District, and retains 2.5% of any collected SDC for City’s time for collections and disbursement.
- G. City has deeded Old Stryker Field to the District as set forth in the Statutory Bargain and Sale Deed attached as Exhibit C and incorporated herein.
- H. City is currently constructing a pedestrian bridge across Ochoco Creek that connects Crook County Parks and Recreation Property (Tax Lot No. 151605BB00500) to Old Stryker Field, hereinafter “Bridge.”
- I. The parties wish to codify their agreements and desire to memorialize these agreements.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the parties’ mutual obligations contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. The Recitals set forth above are hereby incorporated into and made a part of this Agreement.
2. This Agreement shall supersede all previous Agreements between City and District.
3. District shall continue to maintain the landscapes in the Parks and West Y in the same manner as District currently manages District's other parks.
4. District shall continue to maintain the facilities in the Parks as set forth in this Section. District currently maintains a covered picnic shelter, restrooms, playground, two (2) memorials, parking lots, and signage at Pioneer Park. In addition, District provides regular janitorial services for Parks. District provides for private rentals and public events in the Parks and sets fees for such events, which shall be allowed to continue during this Agreement.
5. Any maintenance or repair item in any of the Parks that exceeds \$500.00 in materials or contracted service shall be the responsibility of the City. District will prepare and deliver to the City the proposal of the needed repair prior to proceeding with the needed repair. City shall approve the request, or provide alternatives to achieve the same result as the proposed repair. If the City approves the repair, the District shall arrange for the repair and have the bill for the repair sent to the City.
6. City shall continue to provide the following at all District managed Parks:
  - a. Respond to complaints of violations of laws committed in the Parks.
  - b. Provide extra patrol as agreed upon by District and City and coordinate with District's maintenance staff.
  - c. As financing allows, place and maintain security cameras in the Parks including along the bike paths. The City shall provide IT support for such security cameras.
  - d. Emergency response to issues in the Parks by City's Public Works Department for such things as after-hours sewer backups.
  - e. Assist District with special projects, including the hauling of heavy materials, grading gravel parking lots, etc., in a collaborative manner.
  - f. Remove snow from the bike path between Ochoco Highway and Harwood Street.
  - g. Water, sewer, and electricity at Parks at City's expense.
  - h. Continue giving to District State of Oregon dedicated bike path maintenance funds.

7. The City shall contact District for input prior to any decisions made for alternations or improvements to any of the Parks.

8. Notwithstanding the ownership transfer of Old Stryker Field, the parties acknowledge that City is currently in the process of constructing Bridge. District hereby agrees to grant to City, it's contractors, consultants, subcontractors, subconsultants, materialmen, suppliers, workers, successors, and assigns, an irrevocable license ("license") for the real property described in Exhibit C to facilitate City's construction of Bridge and other related improvements associated with the Bridge. This license shall expire at the completion of the Bridge construction.

9. The City shall continue to be responsible for the collection and distribution of park SDCs that City is able to collect, and in consideration for this service, shall be allowed to retain 2.5% of any park SDC collected on behalf of the District.

10. The City shall work towards the transfer of Gervis Park to District. The parties agree that any transfer will include an easement for the City of 60 feet between Lot 1 and Lot 18 of the Johnson Subdivision and continuing west until the Crooked River. Prior to that transfer, the District shall be responsible for the maintenance of Gervis Park consistent with this Agreement.

11. District shall have all insurance policies, except Workers' Compensation and Employer's Liability, endorsed to name City as an Additional insured with respect to Parks within the City that are managed by District. Proof of all policies shall be provided to City no later than January 31, 2020.

12. The parties agree to cooperate and work collaboratively regarding woody debris such as trees, branches, etc. falling into Ochoco Creek, which may alter the floodway during a flood event or may present a hazard to City or District infrastructure. The parties acknowledge that the City has access to machinery that would enable the parties to remove such debris, especially in the event of larger debris. Accordingly, the parties acknowledge that the City will provide equipment for larger jobs regarding debris in Ochoco Creek.

13. The parties agree to cooperate and work collaboratively to develop applications and approvals for events occurring on recreational property within the City.

14. This Agreement shall continue until a Party gives not less than six months prior notice to the other Party of intent to withdraw from this Agreement, whichever shall last occur. In the event of a notice, the Agreement will terminate at the date set out in such notice.

15. Neither this Agreement, nor any of the rights granted by this Agreement, may be assigned or transferred by either Party.

16. Neither of the Parties are, by virtue of this Agreement, a partner or joint venturing with the other Party and neither Party shall have any obligation with respect to the other Party's debts or liabilities of whatever kind or nature, except as otherwise provided herein.

17. To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300:

a. City shall defend, save, hold harmless, and indemnify District and its officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature resulting from or arising out of, or relating to the activities of City or its officers, employees, contractors, or agents under this Agreement;

b. District shall defend, save, hold harmless, and indemnify City and its officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature from or arising out of, or relating to the activities of District or its officers, employees, contractors, or agents under this Agreement;

c. Neither Party shall be liable to the other for any incidental or consequential damages arising out of or related to this Agreement. Neither Party shall be liable for any damages of any sort arising solely from the termination of this Agreement or any part hereof in accordance with its terms.

18. In the event an action, lawsuit, or proceeding, including appeal therefrom is brought for failure to fulfill or comply with any of the terms of this Agreement, each Party shall be responsible for its own attorney fees, expenses, costs, and disbursements for said action, lawsuit, proceeding, or appeal.

19. The failure by either Party to enforce any provisions of this Agreement shall not constitute a waiver by that Party of that provision or of any other provision of this Agreement.

20. Should any provision or provisions of this Agreement be construed by a court of competent jurisdiction to be void, invalid, or unenforceable, such construction shall affect only the provision or provisions so construed, and shall not affect, impair, or invalidate any of the other provisions of this Agreement, which shall remain in full force and effect.

21. All notices and other communications under this Agreement must be in writing and shall be deemed to have been given if delivered personally, sent by facsimile (with confirmation), mailed by certified mail to a Party at the following addresses, or emailed to a Party at the following email address, or at such other address, facsimile number, or email address as a Party may designate by like notice to the other Party:

To: City of Prineville  
387 NE Third Street  
Prineville, OR 97754  
Attn: City Manager  
Fax: 541.447.5628  
sforrester@cityofprineville.com

To: Crook County Parks & Recreation District

296 S. Main Street  
Prineville, OR  
Attn: Executive Director  
Fax: 541.447.9894  
duane@ccprd.org

Any notice or other communication shall be deemed to be given: (a) on the date of personal delivery; (b) at the expiration of the third day after the date of deposit in the United States mail; (c) on the date of confirmed delivery by facsimile; or (d) on the date of confirmed email.

22. This Agreement may not be modified or amended except by writing signed by both Parties.

23. This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof, and supersedes all prior contemporaneous agreements or understandings between the Parties, if any, whether written or oral, concerning the subject matter of this Agreement which are not fully expressed herein.

CITY OF PRINEVILLE

By: \_\_\_\_\_  
Stephen P. Uffelman, Mayor

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Steve Forrester, City Manager

\_\_\_\_\_  
Date

CROOK COUNTY PARKS & RECREATION DISTRICT

By: \_\_\_\_\_  
Jeremy Logan, Board Chair

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Duane Garner, Executive Director

\_\_\_\_\_  
Date