



Location: City Hall – Council Chambers  
Date: June 27, 2023  
Time: 6:00 PM

## City Council Meeting Agenda

Mayor Jason Beebe, Council Members Steve Uffelman, Janet Hutchison,  
Shane Howard, Gail Merritt, Scott Smith, and City Manager Steve Forrester

**ATTEND TELEPHONICALLY BY CALLING 346-248-7799 Meeting ID: 947 5839 2608 Passcode: 123456**

### Call to Order

### Flag Salute

### Additions to Agenda

### Consent Agenda

- [1.](#) Regular Meeting Brief 6-13-2023
- [2.](#) Crossroads Change in Ownership Liquor Application
- [3.](#) Pine Theater Liquor License Application
4. Neat Repeat Second Hand License

### Visitors, Appearances and Requests

### Council Presentations

### Council Business

- [5.](#) Republic Services Rate Increase Request (**PUBLIC HEARING**) - Solid Waste Advisory Committee Chair - Mayor Beebe
- [6.](#) Request to Approve Purchase of Grinding Equipment - Zach Lampert

### Staff Reports and Requests

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

### Committee Reports

### Ordinances

- [8.](#) Ordinance No 1286 - Amending the City's Zoning Map Designation from Limited Residential (R1) to General Residential (R2) (**FIRST PRESENTATION**) - Josh Smith



## Resolutions

- [9.](#) Resolution No 1562 - Adopting a Supplemental Budget and Making Appropriations for 2022-2023 BN **(PUBLIC HEARING)** - Lori Hooper
- [10.](#) Resolution No 1563 - Approving Appropriation Adjustments to the BN 2022-2023 Budget for the Fourth Quarter of the Second Fiscal Year - Lori Hooper
- [11.](#) Resolution No 1564 - Approving Agreement with the State of Oregon Department of Transportation for Transportation Funding Grant - Lori Ontko/Jered Reid
- [12.](#) Resolution No 1565 - Approving an Intergovernmental Agreement with Crook County School District - Captain Gray / Jered Reid
- [13.](#) Resolution No 1566 - Authorizing the City to Enter Into an Intergovernmental Agreement with Crook County for GIS Support - Jered Reid
- [14.](#) Resolution No 1567 - Authorizing the City to Approve Amendment No 5 to IGA Between Crook County and City for Management of Crook County/Prineville Airport - Jered Reid
- [15.](#) Resolution No 1568 - Authorizing the City to Enter Into a Contract with Noble 9-1-1 for the Purchase, Installation and Maintenance of a 9-1-1 Telephone System - Sam McKenzie

## 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**  
**June 13, 2023**

**Council Members Present:**

Jason Beebe  
Shane Howard  
Gail Merritt  
Scott Smith  
Steve Uffelman

**Council Members Absent**

Janet Hutchison

**Additions to the Agenda**

Flood plain discussion under Council Business as Item 9 B.

**Consent Agenda**

1. Regular Meeting Brief 5-23-2023
2. PD Property Conversion
3. Bluefish Fine Foods Liquor License Application

**Councilor Merritt made a motion to approve consent agenda as presented. Motion seconded. No discussion on motion. All in favor, motion carried.**

**Visitors, Appearances and Requests**

4. **Ceremonial Swear In of Officer Mike Coffman** – Captain Robert Gray

Captain Gray provided some background information on Officer Coffman stating that he is a lifelong Prineville resident and the son of Officer Jeff Coffman.

Captain Gray administered the oath and Officer Coffman's badge was pinned on him.

5. **Ceremonial Swear In of Officer Kelson Stewart** – Captain Robert Gray

Captain Gray explained that Kelson is from Warm Springs and he actually started as a Reserve Officer for Prineville before going to Warm Springs.

Captain Gray administered the oath and Officer Stewart's badge was pinned on him.

**6. Ceremonial Promotional Swear in of Sgt. Daniel Pelayo – Captain Robert Gray**

Captain Gray explained that Sgt. Pelayo came to us from Idaho as a lateral officer several years ago and has been promoted to Sergeant.

Captain Gray administered the oath and Mrs. Pelayo pinned his badge on him.

**7. Officer Jeff Coffman Retirement Recognition – Captain Gray**

Mayor Beebe presented Officer Coffman with a crystal recognition award after reading the sentiments on the award.

Mayor Beebe thanked Officer Coffman and how he made a turning point difference in his life as a youth.

The recognition for Officer Coffman's thirty six (36 1/2 ) years of service continued with many memories shared and how Officer Coffman made enormous contributions to the community and schools throughout his law enforcement career here.

**Council Presentations**

None.

**Council Business**

**8. Intent to Award 2023 Street Rehabilitation Project – Justin Severance**

Justin Severance, Street Supervisor presented the staff report and went through the bid totals received.

**Councilor Uffelman made a motion to approve the intent to award to 7 Peaks Paving in the amount of \$494,949.00. Motion seconded. No discussion on motion. All in favor, motion carried.**

**9. Planning Commission Recommendation of a Zone Change – Josh Smith**

Josh Smith, Planning Director presented the staff report and went through the Planning Commission's process and recommendation.

Councilor Uffelman asked about multiple lots in the area and if the zone change is specific to just the one property.

Mr. Smith referred to the map explaining that it is all being changed in the area.

**Councilor Uffelman made a motion to accept the Planning Commission's recommendation as presented. Motion seconded. No discussion on motion. All in favor, motion carried.**

#### **9b. Flood Plain Discussion**

Mr. Smith talked about the Flood Insurance Rate Map (FIRM) and the last revision FEMA did to the map was in 2012 and prior to that was 1989.

Councilor Uffelman talked about a history of flooding in that area and referred to all of the houses in the flood plain in the 100 year flood zone and the high cost of flood plain insurance. It prohibits re-development and can cause blight because it is too expensive to build in a flood plain.

Councilor Uffelman continued that we need to begin to investigate how to mitigate this. He wants to ask Council to change the budget to include \$100,000.

Councilor Howard asked about how the \$100,000 would be used and Councilor Uffelman explained he wasn't sure at this point but wants it available to get this process moving.

Mr. Smith explained that staff has talked about perhaps doing a feasibility study can be done in the past to determine where to go from there as well as everything the city has done so far over the years.

Discussions continued regarding water coming from up above us, wanting to get out in front of it, what is the end goal, reducing the flood plain significantly, if there has been a lot of complaints from the community and there has not, this being so much bigger than us, raising the flag to get it moving, how the map was updated last time with Lidar, going from one dimension modeling to 3-D modeling.

Mayor Beebe explained that he is supportive of this, but for this to happen on the night that we are supposed to adopt the budget makes him nervous.

Lori Hooper, Finance Director explained that everything that has been done up to this point would have to be re-done including all of the legal notices and meetings.

Steve Forrester, City Manager said he felt Council should direct staff to take some sort of action and recommends directing staff to get a plan together and the other agencies/parties that are involved and can do a budget adjustment. There is money in contingency and we should move forward with adoption of the budget as approved by the Budget Committee.

Councilor Merritt likes that plan because there are 7 other people on the Budget Committee to consider that were involved in approving the budget.

Jered Reid, City Attorney provided his legal opinion.

Councilor Uffelman wants to establish a plan, does not know what that would include to get that done. Wants to see a plan moving forward and would like the department to have necessary funds to move forward.

Councilor Smith said he would like to pass the budget as presented. Would like to develop a plan to move forward that identifies the in's and out's and then doing a budget adjustment.

Other agencies and entities need to participate since this is actually in their range of authority.

**Councilor Uffelman moved to prioritize the mitigation of the floodplain as a city goal. Motion seconded. No discussion on motion. All in favor, motion carried.**

### **Staff Reports and Requests:**

#### **10. City Manager's Report– Steve Forrester**

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

Mr. Forrester also invited Council to participate in the rodeo parade on Saturday, explaining there will be a float to be shared with the Fair Board, and County Court.

#### **11. Quarterly Financial Report – Lori Hooper**

Ms. Hooper presented the Third Quarter Financial Report that highlighted each of the city funds as of March 31, 2023.

### **Committee Reports**

Councilor Merritt shared that she attended a COIC meeting which was all about budget and also attended the Senior Graduation Ceremony and saw Kevin Isley from Anderson Perry present a scholarship on behalf of the city.

There were no other reports.

### **Ordinances:**

#### **12. Ordinance No. 1284 – Adopting Changes to Prineville Municipal Code Chapter 131 – (SECOND PRESENTATION) – Jered Reid**

Jered Reid, City Attorney stated that this is the second presentation to the first presentation a couple of weeks ago. It will go into effect on July 1<sup>st</sup>.

There were no questions.

**Councilor Uffelman made a motion to approve Ordinance No. 1284 for its second presentation. Motion seconded. No discussion on motion. All in favor, motion carried.**

**13. Ordinance No. 1285 – Adopting Changes to Prineville Municipal Code Chapter 93.59 (SECOND PRESENTATION) – Jered Reid**

Mr. Reid explained there were no comments or changes since the first presentation.

There were no questions.

**Councilor Merritt made a motion to approve Ordinance No. 1285 for its second presentation. Motion seconded. No discussion on motion. All in favor, motion carried.**

**Resolutions**

**14. Resolution No. 1557 – Adopting Budget and Making Appropriations for BN 2024-2025 – Lori Hooper**

Ms. Hooper provided the background.

There were no questions.

**Councilor Smith made a motion to approve Resolution No. 1557. Motion seconded. No discussion on motion. All in favor, motion carried.**

**15. Resolution No. 1558 – Imposing and Categorizing Taxes for the 2023-2024 Fiscal Year of the Biennial 2025 Budget – Lori Hooper**

There were no questions.

**Councilor Uffelman made a motion to approve Resolution No. 1558. Motion seconded. No discussion on motion. All in favor, motion carried.**

**16. Resolution No. 1559 – Imposing and Categorizing Taxes for the 2024-2025 Fiscal Year of the Biennial 2025 Budget – Lori Hooper**

Ms. Hooper explained this is the same as the last resolution, just for the second fiscal year.

There were no questions.

**Councilor Merritt made a motion to approve Resolution No. 1559. Motion seconded. No discussion on motion. All in favor, motion carried.**

**17. Resolution No. 1560 – Declaring the City of Prineville’s Election to Receive State Revenue Sharing (PUBLIC HEARING) – Lori Hooper**

**Mayor Beebe opened the public hearing portion of the meeting.**

Ms. Hooper provided the background information.

No one came forward and no written comments were received.

There were no questions.

**Mayor Beebe closed the public hearing portion of the meeting.**

**Councilor Smith made a motion to approve Resolution No. 1560. Motion seconded. No discussion on motion. All in favor, motion carried.**

**18. Resolution No. 1561 – Establishing Fees and Charges for the City of Prineville Fiscal Year 2023-2024 (PUBLIC HEARING)– Lori Hooper**

**Mayor Beebe opened the public hearing portion of the meeting.**

Ms. Hooper provided background explaining that the comparison rate schedule was distributed earlier to Council to see what changes were made in the fees and charges.

No one came forward and no written comments were received.

There were no questions.

**Mayor Beebe closed the public hearing portion of the meeting.**

**Councilor Howard made a motion to approve Resolution No. 1561. Motion seconded. Councilor Uffelman asked regarding comparisons. Ms. Hooper talked about the percentage of increases and explained that we are less than other communities still. No further discussion on motion. All in favor, motion carried.**

**Visitors, Appearances and Requests:**

No one came forward.

**Adjourn**

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

Meeting adjourned at 7:53 P.M.



**Motions and Outcomes:**

Motion:	Outcome	Beebe	Howard	Hutchison	Vacant	Merritt	Smith	Uffelman
Consent Agenda	PASSED	Y	Y	-	-	Y	Y	Y
Intent to Award 2023 Street Rehabilitation Project to 7 Peaks Paving in the amount of \$494,949.00.	PASSED	Y	Y	-	-	Y	Y	Y
Planning Commission Recommendation of a Zone Change as presented.	PASSED	Y	Y	-	-	Y	Y	Y
Motion to prioritize the mitigation of the floodplain as a city goal.	PASSED	Y	Y	-	-	Y	Y	Y
Ordinance No. 1284 – Adopting Changes to Prineville Municipal Code Chapter 131 – <b>(SECOND PRESENTATION)</b>	PASSED	Y	Y	-	-	Y	Y	Y
Ordinance No. 1285 – Adopting Changes to Prineville Municipal Code Chapter 93.59 <b>(SECOND PRESENTATION)</b>	PASSED	Y	Y	-	-	Y	Y	Y
Resolution No. 1557 – Adopting Budget and Making Appropriations for BN 2024-2025	PASSED	Y	Y	-	-	Y	Y	Y
Resolution No. 1558 – Imposing and Categorizing Taxes for the 2023-2024 Fiscal Year of the Biennial 2025 Budget	PASSED	Y	Y	-	-	Y	Y	Y
Resolution No. 1559 – Imposing and Categorizing Taxes for the 2024-2025 Fiscal Year of the Biennial 2025 Budget	PASSED	Y	Y	-	-	Y	Y	Y
Resolution No. 1560 – Declaring the City of Prineville’s Election to Receive State Revenue Sharing <b>(PUBLIC HEARING)</b>	PASSED	Y	Y	-	-	Y	Y	Y
Resolution No. 1561 – Establishing Fees and Charges for the City of Prineville Fiscal Year 2023-2024 <b>(PUBLIC HEARING)</b>	PASSED	Y	Y	-	-	Y	Y	Y
Adjourn Meeting	PASSED	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> .

# LIQUOR LICENSE APPLICATION

Page 1 of 4

Check the appropriate license request option:

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

Select the license type you are applying for.

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

## Full On-Premises

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

## Winery

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

## Brewery

- Primary location  
Additional locations:  2nd  3rd

## Brewery-Public House

- Primary location  
Additional locations:  2nd  3rd

## Grower Sales Privilege

- Primary location  
Additional locations:  2nd  3rd

## Distillery

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

## Limited On-Premises

## Off Premises

## Warehouse

## Wholesale Malt Beverage and Wine

## LOCAL GOVERNMENT USE ONLY

LOCAL GOVERNMENT:

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

City/County name:

City of Prineville

(Please specify city or county)

Date application received: June 21, 2023

Optional: Date Stamp Received Below

- Recommend this license be granted  
 Recommend this license be denied

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

Trade Name

To Council 6-27-2023

# LIQUOR LICENSE APPLICATION

Page 2 of 4

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

BUSINESS INFORMATION		
Trade Name of the Business (name customers will see): <i>Crossroads BBQ Pit and Pub</i>		
Premises street address (The physical location of the business and where the liquor license will be posted): <i>121 NE 3rd St.</i>		
City: <i>Prineville</i>	Zip Code: <i>97754</i>	County: <i>Crook</i>
Business phone number: <i>541-447-3335</i>	Business email:	
Business mailing address (where we will send any items by mail as described in <a href="#">OAR 845-004-0065(11)</a> ): <i>121 NE 3rd St.</i>		
City: <i>Prineville</i>	State: <i>OR</i>	Zip Code: <i>97754</i>
Does the business address currently have an OLCC liquor license? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Does the business address currently have an OLCC marijuana license? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	

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

# LIQUOR LICENSE APPLICATION

Page 3 of 4

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

**Application Contact Name:**

Jessica Bidenour

Phone number:

541-

Email:

## TERMS

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

## ATTESTATION – OWNERSHIP AND CONTROL OF THE BUSINESS AND PREMISES

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

# LIQUOR LICENSE APPLICATION

Page 4 of 4

• Each applicant listed in the “Application Information” section of this form has read and understands [OAR 845-006-0362](#) and attests that:

1. Upon licensure, each licensee is responsible for the conduct of others on the licensed premises, including in outdoor areas.
2. The licensed premises will be controlled to promote public safety and prevent problems and violations, with particular emphasis on preventing minors from obtaining or consuming alcoholic beverages, preventing over-service of alcoholic beverages, preventing open containers of alcoholic beverages from leaving the licensed premises unless allowed by OLCC rules, and preventing noisy, disorderly, and unlawful activity on the licensed premises.

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

<u>Jessica Bidenour</u>	<u>Jessica Bidenour</u>	<u>10-15-23</u>	_____
Print name	Signature	Date	Atty. Bar Info (if applicable)
_____	_____	_____	_____
Print name	Signature	Date	Atty. Bar Info (if applicable)
_____	_____	_____	_____
Print name	Signature	Date	Atty. Bar Info (if applicable)
_____	_____	_____	_____
Print name	Signature	Date	Atty. Bar Info (if applicable)



# LIMITED LIABILITY COMPANY (LLC) QUESTIONNAIRE

LLC Name \_\_\_\_\_

Trade Name of Business (Name Customers Will See) \_\_\_\_\_

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

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

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

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

Name of Member (please print)	Percentage of issued membership held

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

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

**SERVER EDUCATION DESIGNEE** (Directions on page 1)

Name (please print)	Date of Birth
Jessica Ridenour	08/18/1990

**SIGNATURE** (Directions on page 1)

NAME of Signing Person (please type or print) Jessica Ridenour

Jessica Ridenour DATE 6-15-23

SIGNATURE of signing person (may electronically sign)

**This box for OLCC use ONLY**

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



**FULL ON-PREMISES, COMMERCIAL (F-COM)  
 FULL ON-PREMISES, FOR-PROFIT PRIVATE CLUB (F-FPC)  
 FOOD SERVICE AFFIRMATION**

Applicant / Licensee Jessica Ridenour

Trade Name of the Business (Name Customers Will See)  
Crossroads BBQ Pit and Pub

Business Address 121 NE 3rd St. Prineville, OR 97754  
 (Number, Street Address, City, and Zip Code)

I affirm that I have read [OAR 845-006-0459](#), [OAR 845-006-0460](#), and [OAR 845-006-0466](#) and

I affirm:

- I understand that "meal" means a food item, or combination of food items, prepared or cooked on the licensed premises that the Commission determines is a main course and is a serving of food sufficient to satisfy the appetite of one individual. Food items that are appetizers, snacks, and desserts do not qualify as a meal. Examples include, but are not **limited** to, popcorn, peanuts, chips, a serving of food that is not sufficient to satisfy the appetite of one individual, and food items offered by the licensee as other than a meal.
- I understand that "dining seats" means seating at tables or food counters as defined in OAR 845-006-0340(2)(j) located in areas of the licensed premises regularly open to the public where the Commission determines that each table top or seating area provides a minimum space that will accommodate a place setting consisting of a plate or dish, glassware, napkin and utensils for each seat. Seats at counters in entertainment areas and at bars as defined in OAR 845-006-0340 do not qualify as dining seating.
- I will have at least 30 dining seats during a time period which must last at least two hours prior to 10:00 p.m.
- I will make at least five different meals available at all times and in all areas where alcohol service is available. However, I may make fewer than five different meals available if the OLCC has determined that the clearly dominant emphasis in the areas with alcoholic beverage service is food service.
- I will always have a food preparation area and equipment on my licensed premises that are adequate to meet the food service requirements of this license.
- I am authorized to sign this form on behalf of the applicant or licensee.

Name (print) Jessica Ridenour Date 6-15-23

Signature Jessica Ridenour



# OREGON LIQUOR & CANNABIS COMMISSION FLOOR PLAN

## INSTRUCTIONS

1. Your floor plan **MUST** be submitted on the Floor Plan Form below
2. Use a separate Floor Plan Form for each level or floor of the building. The floor plan(s) must show the specific areas of your premises.
3. Label areas i.e. dining area, bar, lounge, lottery, outside patio and sidewalk cafe areas.
4. Food Counters should be labeled as such, and not as a Bar. At a Food Counter, food service/consumption is the predominant activity. At a Bar, alcohol service/consumption is the predominant activity. Please label Food Counters and Bars accordingly.
5. Include all tables and chairs. (See Example below)
6. If you have an outdoor area, please show it in reference to the licensed building.
7. If you have sidewalk seating please contact your local government to see if a permit is required for use.
8. If this is a Food Cart Pod please label the floor plan where the alcohol will be served from, where food will be served, where the seating will be and any other food carts that are in the pod.

Please do not use complex architect drawings as your floor plan, unless they are clearly readable and show all the tables and chairs.

### RESTAURANT EXAMPLE

The form shows a floor plan for a restaurant. It includes a kitchen, bar, and bar back area. There are several tables and chairs arranged in the dining area. A sidewalk cafe is also shown. The form is titled 'OREGON LIQUOR & CANNABIS COMMISSION FLOOR PLAN FORM' and includes a section for 'My Restaurant' with fields for 'Name' and 'Address'.

### FOOD CART POD EXAMPLE

The form shows a floor plan for a food cart pod. It includes several food carts, an alcohol cart, and seating areas. The form is titled 'OREGON LIQUOR & CANNABIS COMMISSION FLOOR PLAN FORM' and includes a section for 'Everyday Food Cart Pod' with fields for 'Name' and 'Address'.





# FLOOR PLAN FORM

Your floor plan must be submitted on this form

Jessica Bidenour

Applicant Name

Crossroads BBQ Pit + Pub

Trade Name (dba)

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

17 Date: \_\_\_\_\_ Initials: \_\_\_\_\_





# OREGON LIQUOR & CANNABIS COMMISSION BUSINESS INFORMATION

Please Print or Type

Applicant Name: Jessica Bidenour Phone: 541-362-6944

Trade Name (dba): Crossroads BBQ Pit and Pub

Business Location Address: 121 NE 3rd St. ~~Prineville~~

City: Prineville ZIP Code: 97754

### DAYS AND HOURS OF OPERATION

Business Hours:

Sunday 7am to 8pm  
 Monday 7am to 9pm  
 Tuesday 7am to 9pm  
 Wednesday 7am to 9pm  
 Thursday 7am to 9pm  
 Friday 7am to 10pm  
 Saturday 7am to 10pm

Outdoor Area Hours:

Sunday 7am to 8pm  
 Monday 7am to 9pm  
 Tuesday 7am to 9pm  
 Wednesday 7am to 9pm  
 Thursday 7am to 9pm  
 Friday 7am to 10pm  
 Saturday 7am to 10pm

The outdoor area is used for:

Food service Hours: 7am to close  
 Alcohol service Hours: 7am to close  
 Enclosed, how \_\_\_\_\_  
 The exterior area is adequately viewed and/or supervised by Service Permittees.  
 \_\_\_\_\_ (Investigator's Initials)

Seasonal Variations:  Yes  No If yes, explain: we will close early in slower season and stay open a little later during busier times.

### ENTERTAINMENT

Check ALL that apply:

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

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

### DAYS & HOURS OF LIVE OR DJ MUSIC

Sunday \_\_\_\_\_ to \_\_\_\_\_  
 Monday \_\_\_\_\_ to \_\_\_\_\_  
 Tuesday \_\_\_\_\_ to \_\_\_\_\_  
 Wednesday \_\_\_\_\_ to \_\_\_\_\_  
 Thursday 6pm to 10pm  
 Friday 6pm to 10pm  
 Saturday 6pm to 10pm

### SEATING COUNT

Restaurant: \_\_\_\_\_ Outdoor: \_\_\_\_\_ Lounge: \_\_\_\_\_  
 Banquet: \_\_\_\_\_ Other (explain): \_\_\_\_\_ Total Seating: \_\_\_\_\_

OLCC USE ONLY  
 Investigator Verified Seating: \_\_\_\_\_ (Y) \_\_\_\_\_ (N)  
 Investigator Initials: \_\_\_\_\_  
 Date: \_\_\_\_\_

I understand if my answers are not true and complete, the OLCC may deny my license application.  
 Applicant Signature: Jessica Bidenour Date: 6-15-23  
 www.oregon.gov/olcc 19 Rev: 2.1.23

# LIQUOR LICENSE APPLICATION

Page 1 of 4

Check the appropriate license request option:

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

Select the license type you are applying for.

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

## Full On-Premises

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

## Winery

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

## Brewery

- Primary location
- Additional locations:  2nd  3rd

## Brewery-Public House

- Primary location
- Additional locations:  2nd  3rd

## Grower Sales Privilege

- Primary location
- Additional locations:  2nd  3rd

## Distillery

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

## Limited On-Premises

- Off Premises
- Warehouse
- Wholesale Malt Beverage and Wine

## LOCAL GOVERNMENT USE ONLY

LOCAL GOVERNMENT:

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

City/County name:  
**City of Prineville**

(Please specify city or county)

Date application received: **June 22, 2023**

Optional: Date Stamp Received Below

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

Trade Name

# LIQUOR LICENSE APPLICATION

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## APPLICANT INFORMATION

Identify the applicants applying for the license. This is the entity (example: corporation or LLC) or individual(s) applying for the license. Please add an additional page if more space is needed.

Name of entity or individual applicant #1:

Pine Theater LLC

Name of entity or individual applicant #2:

Ali Mehrabi

Name of entity or individual applicant #3:

Name of entity or individual applicant #4:

## BUSINESS INFORMATION

Trade Name of the Business (name customers will see):

Pine Theater LLC

Premises street address (The physical location of the business and where the liquor license will be posted):

216 N. main St.

City:

Prineville

Zip Code:

OR 97754

County:

crook

Business phone number:

503-997-1983

Business email:

Theaterpine07@gmail.com

Business mailing address (where we will send any items by mail as described in [OAR 845-004-0065\(11\)](#)):

216 N. main St.

City:

Prineville

State:

OR

Zip Code:

97754

Does the business address currently have an OLCC liquor license?  Yes  No

Does the business address currently have an OLCC marijuana license?  Yes  No

**AUTHORIZED REPRESENTATIVE** – A liquor applicant or licensee may give a representative authorization to make changes to the license or application on behalf of the licensee or to receive information about a license or application.

I give permission for the below named representative to:

- Make changes regarding this license/application on my behalf.
- Sign application forms regarding this license/application on my behalf.
- Receive information about the status of this application, including information about pending compliance action or communications between OLCC and the licensee/applicant.

Representative Name:

Phone number:

Email:

Mailing address:

City:

State:

Zip Code:

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# LIQUOR LICENSE APPLICATION

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

**Application Contact Name:**

Ali Mehrabi

**Phone number:**

503-997-1983

**Email:**

Theaterpine01@gmail.com

## TERMS

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

## ATTESTATION – OWNERSHIP AND CONTROL OF THE BUSINESS AND PREMISES

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

# LIQUOR LICENSE APPLICATION

Page 4 of 4

• Each applicant listed in the “Application Information” section of this form has read and understands [OAR 845-006-0362](#) and attests that:

1. Upon licensure, each licensee is responsible for the conduct of others on the licensed premises, including in outdoor areas.
2. The licensed premises will be controlled to promote public safety and prevent problems and violations, with particular emphasis on preventing minors from obtaining or consuming alcoholic beverages, preventing over-service of alcoholic beverages, preventing open containers of alcoholic beverages from leaving the licensed premises unless allowed by OLCC rules, and preventing noisy, disorderly, and unlawful activity on the licensed premises.

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

Ali Mehrabi

Print name

Ali

Signature

6-22-23

Date

Atty. Bar Info (if applicable)

Print name

Signature

Date

Atty. Bar Info (if applicable)

Print name

Signature

Date

Atty. Bar Info (if applicable)

Print name

Signature

Date

Atty. Bar Info (if applicable)



# FLOOR PLAN FORM

Your floor plan must be submitted on this form

Ali Mehrabi      Pine Theater LLC  
Applicant Name

Pine Theater LLC  
Trade Name (dba)

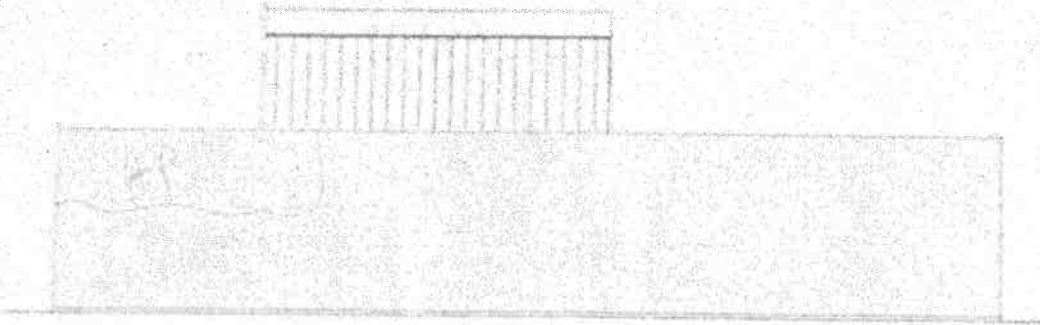
*See attached*

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

24

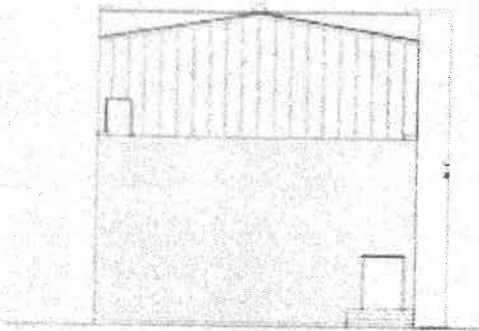
Signature: \_\_\_\_\_ Initials: \_\_\_\_\_





SOUTH ELEVATION

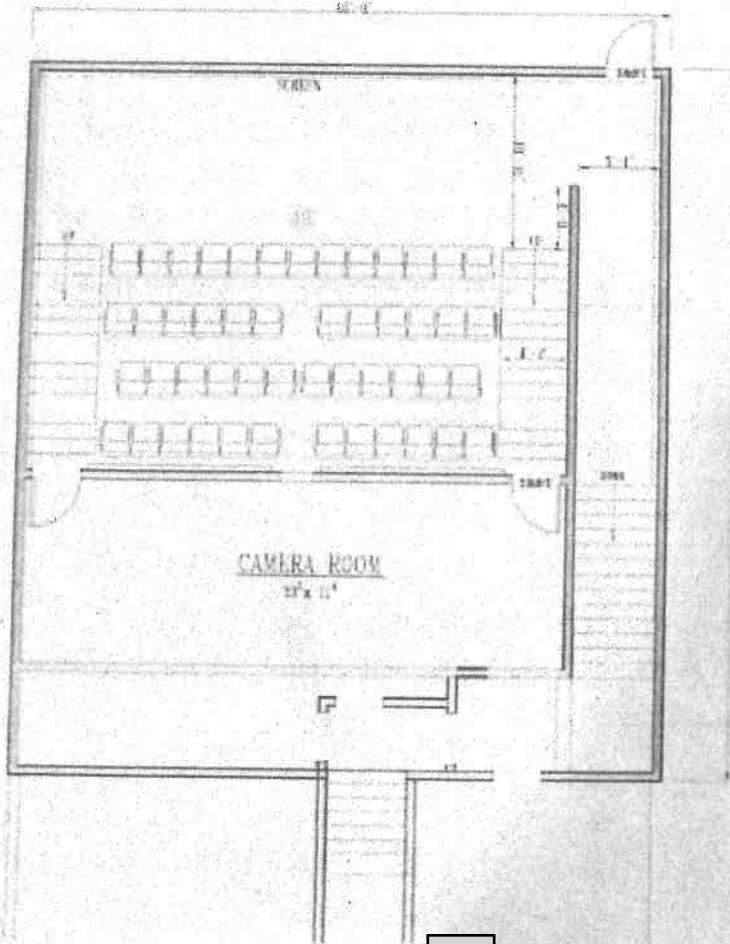
1/8" = 1'-0"

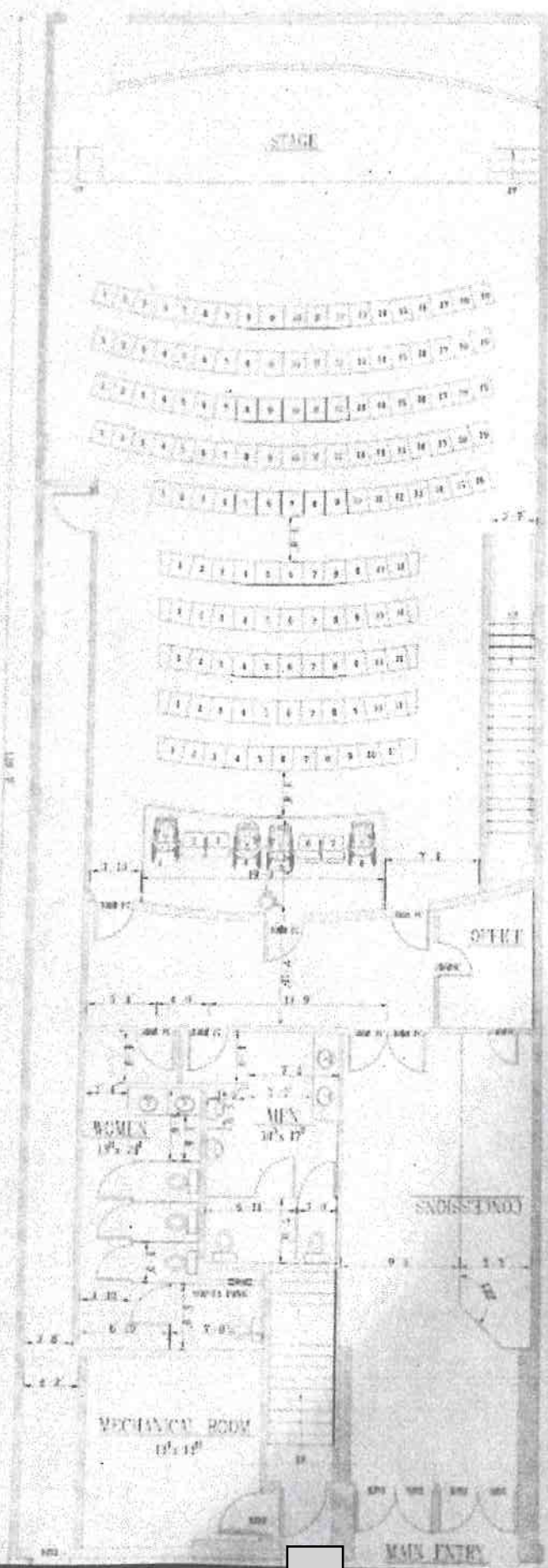


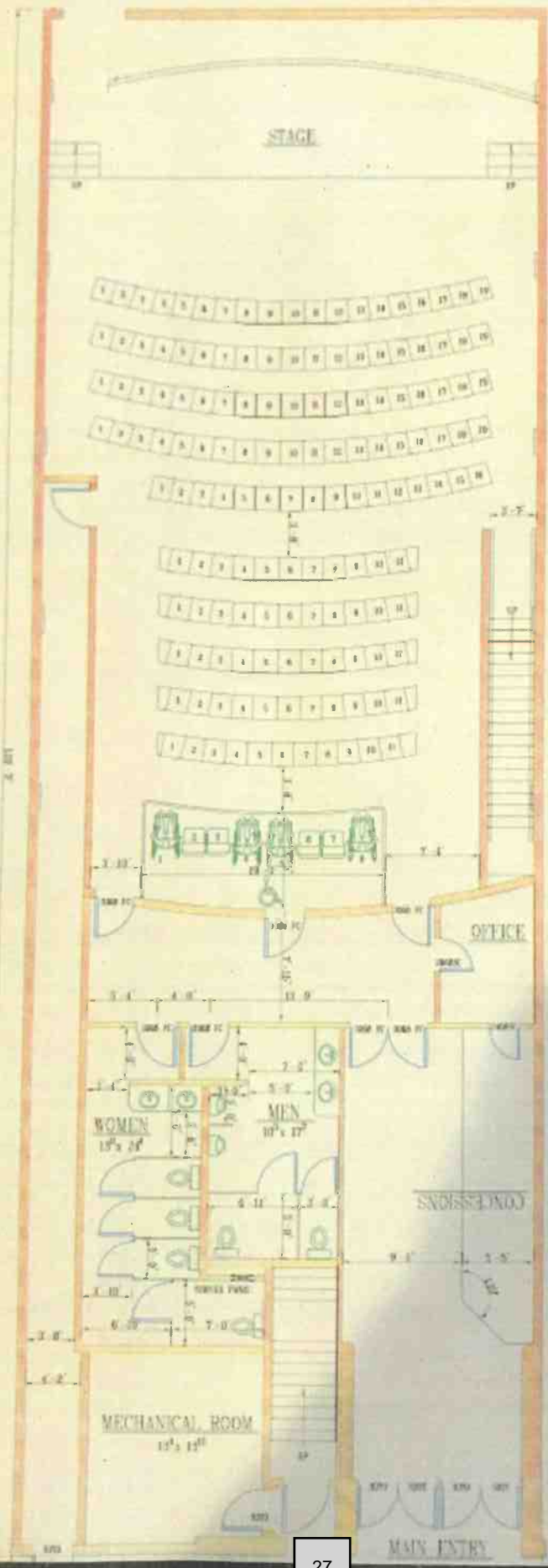
EAST ELEVATION

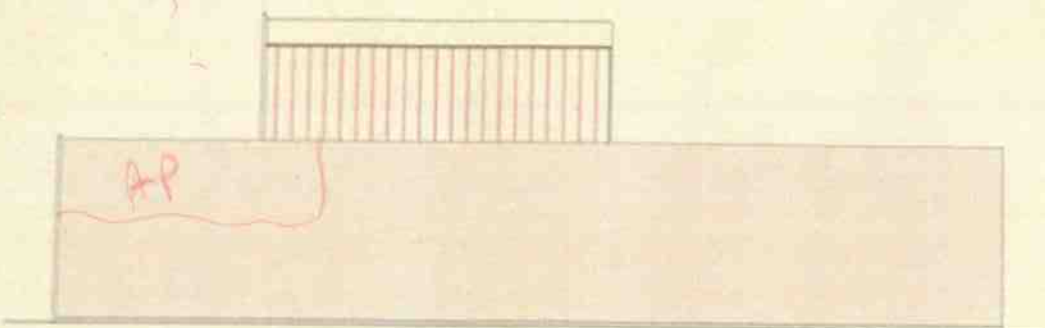
1/8" = 1'-0"

BOTH BACK AND NORTH ARE COVERED BY OTHER BUILDINGS

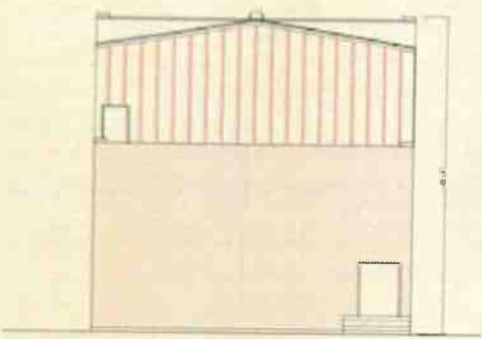






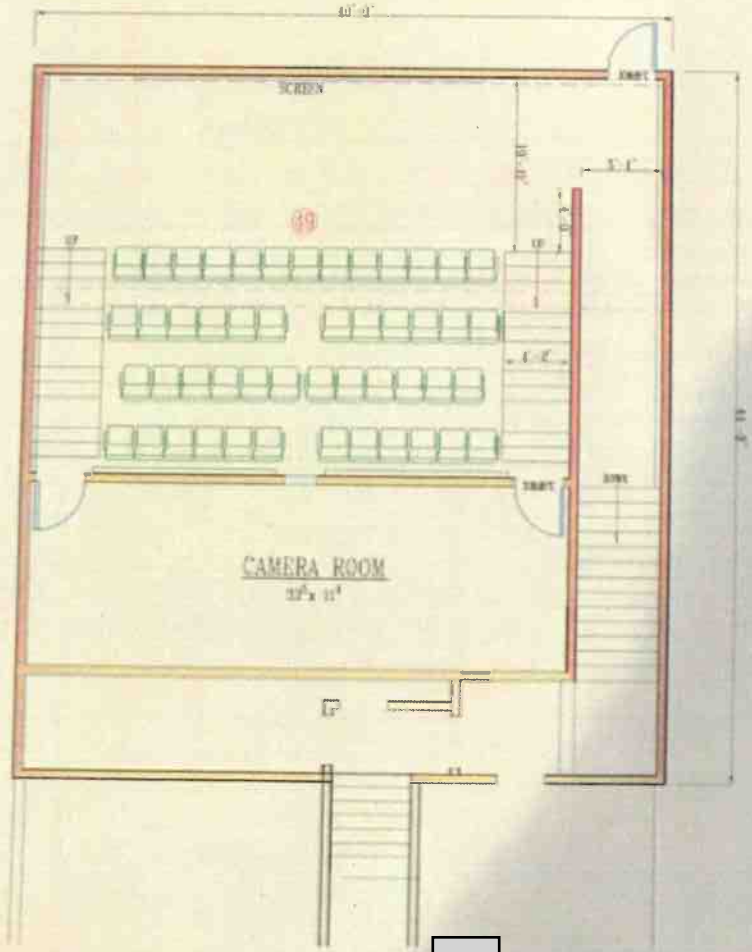


SOUTH ELEVATION  
1/8" = 1'-0"



EAST ELEVATION  
1/8" = 1'-0"

NOTE: BACK AND SIDES ARE COVERED BY OTHER BUILDINGS





# STAFF REPORT

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**MEETING DATE:** 6/27/2023

**PREPARED BY:** Solid Waste  
Advisory Committee  
Mayor Beebe-Chair

**SECTION:** Council Business

**DEPARTMENT:** Administration

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

**SUBJECT:** Republic Disposal Rate Increase Request (PUBLIC HEARING)

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## REASON FOR CONSIDERATION:

To help cover rising costs associated with fuel, a Crook County Landfill disposal fee increase of 20%, recycling fee increases, and personnel expenses to retain good team members to improve and maintain service levels.

## BACKGROUND:

The Solid Waste Advisory Committee has met with representatives from Republic. The Area President and Vice-President also flew in to meet with city staff. The Committee had met three times between April and May and will continue to meet regularly with Republic. These meetings have been very effective with assisting Republic in their transition to providing service for the community.

The Committee was able to address some concerns that we have received from the public regarding service levels and not being able to speak with anyone locally that is familiar with our community and needs.

Since meeting with Republic Services, they have immediately implemented important changes in how they engage with our community as follows:

- Dedicated local staff to re-open the Prineville office to take calls locally versus the national call center.
- Held an open house to interact with the local community and hear any of their concerns.
- Reached out to various customers across the board for feedback.
- Contributed to the fireworks show.

- Donated portable restrooms to the Crooked River Round Up
- Purchasing decorative trash cans for the downtown area since many of them have disappeared.

The Committee also held their annual review with Republic of actual 2022 financial statements and the projected financials for the upcoming year. Without approving an increase, they will experience a loss at the end of the year.

Republic Services requested a rate increase of 13.5%. The Committee negotiated with Republic Services to a 10% increase with another review of financials and continued service level improvements in six months.

The last increase for Republic Services was approved by Council on June 28<sup>th</sup>, 2022 for 7%.

**FISCAL IMPACT:**

The city would experience the rate increase as well.

**RECOMMENDATION:**

The Solid Waste Advisory Committee recommends approval of granting a 10% increase effective August 1<sup>st</sup>.



## STAFF REPORT

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<b>MEETING DATE:</b>	6/27/2023	<b>PREPARED BY:</b>	Zach Lampert
<b>SECTION:</b>	Council Business	<b>DEPARTMENT:</b>	Meadow Lakes
<b>CITY GOAL:</b>	Quality Municipal Services & Programs		
<b>SUBJECT:</b>	Request to Approve Purchase of Grinding Equipment		

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### REASON FOR CONSIDERATION:

Staff is requesting Council approve the purchase of new grinding equipment to Turf Star-Western. The Reel Grinding unit and the Bedknife Grinding unit together over \$50,000 which requires City Council approval.

### BACKGROUND:

In FY24, the golf course department has budgeted \$68,000 to replace the Reel Grinding and the Bedknife Grinding equipment as part of the Meadow Lakes Capital Improvement plan adopted in the upcoming BN24-25 budget.

Existing grinding units are 30 years old and failing. The essential parts for these units are either no longer available or require special production to make. Currently, all mechanical repairs are done on-site, and this equipment is necessary to keep the fleet of mowers cutting efficiently. These new machines are much faster and more accurate in doing the job. They also meet current safety requirements which the existing units do not. New machines will help pay for themselves over their lifespan by saving time and labor in machining and also by enhancing the conditions of the course with the improved quality of cut.

### FISCAL IMPACT:

Meadow Lakes budgeted \$68,000 in the golf course capital improvements line for the replacement of the reel grinding and bedknife grinding equipment in FY24. The quotes solicited were from Turf Star-Western, RMT Equipment and Pacific Golf & Turf / John Deere.

The quotes received are as follows:

- Turf Star-Western
  - Reel Grinder: \$42,599
  - Bedknife Grinder: \$23,504
  - Total: \$66,103

- RMT Equipment
  - Reel Grinder: \$38,000
  - Bedknife Grinder: \$34,370
  - Total: \$72,370
  
- Pacific Golf & Turf / John Deere
  - Reel Grinder: \$62,513
  - Bedknife Grinder: \$31,048
  - Total: \$93,561

The quote of \$66,103 from Turf Star-Western is \$1,897.00 less than the amount budgeted.

**RECOMMENDATION:**

Staff recommends Council approve the purchase of new grinding equipment to Turf Star-Western in the amount of \$66,103.00



# **City Manager Update to Council**

**June 27, 2023**

## **Public Safety / Dispatch**

The Police Department will be conducting an executive interview with a lateral officer from the Springfield area.

PD and Dispatch are both gearing up for all of the summer events starting with the kick off of the rodeo.

We would like to extend our appreciation to the Oregon State Patrol for sending four troopers to help during the rodeo events.

## **Public Works**

We have a new PW team member! We expect him to start in July.

The Traffic Demand Model is finishing up and are preparing to begin the actual Transportation System Plan work. The shoulder rock work at the new Barnes Butte trail is completed.

Public Works is instrumental in traffic control and street closures during all of the summer event.

In water we have started the hydrant flushing to clear lines for the season and will be going out to bid for our annual waterline projects. These waterline projects are completed in conjunction with the annual street rehabilitation projects, so that new streets are torn up afterwards which is a more efficient way of completing both street and water projects.

## **Rail Road**

The Rail Road is going to have a very good year in terms of year end fund balances and has some significant projects coming up.

## **Meadow Lakes Golf**

Rounds of golf are great so far for June and is on track for yet another record-breaking month. The pump house is not keeping pressure up to water the course, and the holiday caused some difficulty getting someone in right away to get repaired so the course has taken a bit of a beating for a couple of days without water.

## **Airport**

There is a lot of building going on at the airport. An request for proposals has gone out for a Fixed Base Operator that can take on the responsibilities of the fueling and some ground maintenance to free up some of Kelly's time for overall management of the airport. Kelly has some help with a seasonal team mate that has airport experience which is also providing some much needed relief to Kelly up there.

## **Planning**

Staff has been working with a development group that is interested in the Woodgrain property and hope to know more on that soon. Single family home plans are starting to come in the last couple of weeks.

## **Human Resources**

Darla has been busy coordinating the annual performance evaluations and showing Karee the ropes of the HR world for a smooth transition in July.

## **Information Technology**

IT is recruiting for an IT specialist to fill a vacancy and this is the second round of recruiting in hopes of finding someone with these specialized skills. Spring/summer site work is underway which includes fiber at the wastewater treatment plant and upgrading the Fire Department communications equipment.

## **Finance**

Finance has shifted most of their focus to the mid-year audit process while also wrapping up the fiscal year. Corina is doing great on preparing to take on the role of the Payroll Specialist and is going to do a fantastic job!

**City Recorder/Risk Management** – No Update

**City Legal** – No Update

## **EDCO**

Again, EDCO will be providing an update on July 11<sup>th</sup>.

## **Public Relations**

ShanRae is coordinating with Kelsey from EDCO to do a social media piece on economic development in the community.

## **Mayor/Council**

## **Other**

Caroline and staff have been working with the Department of Revenue to determine how the process is going to work when the data center projects tax exemption start to expire. Getting out ahead of this will help the city to position itself to be fully prepared and equipped for what lies ahead.

**ORDINANCE NO. 1286**

**AN ORDINANCE AMENDING THE CITY’S ZONING MAP DESIGNATION FROM LIMITED RESIDENTIAL (R1) TO GENERAL RESIDENTIAL (R2)**

**Whereas**, City of Prineville (“City”) adopted a Comprehensive Plan on or about April 10, 2007, pursuant to Ordinance 1143 and codified in Chapter 154 of the Prineville City Code; and

**Whereas**, the City’s Code establishes the policy and procedure to change the Zoning Map designation of a property. Pursuant to such policy and procedure a property owner or owner’s representative may initiate a request to change the zoning of a property: and

**Whereas**, John Evanski III, the owner of property identified as T14, R16, S32CB Tax Lots 100, 101, 102 & 1100 (“property”), has applied for a change to the Zoning map designation from Limited Residential (R1) to General Residential (R2); and

**Whereas**, the City has adjacent property identified as T14, R16, S32CB Tax Lots 103 & 300 “(property)” that will also be rezoned to the same designations as part of this application; and

**Whereas**, pursuant to Section 153.233 of the Code, required notice was sent to property owners within 250ft. of the subject properties. Notice was also submitted to the Department of Land Conservation and Development and published ten (10) days prior to the initial public hearing scheduled for June 6, 2023; and

**Whereas**, on June 6, 2023, the City Planning Commission held a public hearing and consented to the zone change amendments and recommended the City Council approve the amendments to Zoning Map shown in Exhibit A, attached hereto and by this reference made a part hereof; and

**Whereas**, on June 13, 2023, the City Council pursuant to Section 153.256.030 of the Code, accepted the Planning Commission recommendation without further review.

**NOW, THEREFORE**, the people of the City of Prineville ordain as follows:

1. That the City’s Zone Map is hereby amended as described above and shown on Exhibit A.
2. The City Recorder shall place a certified copy of this Ordinance in the City’s permanent records.
3. The Ordinance shall be effective 30 days following its passage by the City Council.

Presented for the first time at a regular meeting of the City Council held on June 27, 2023, and unanimously passed hereto.

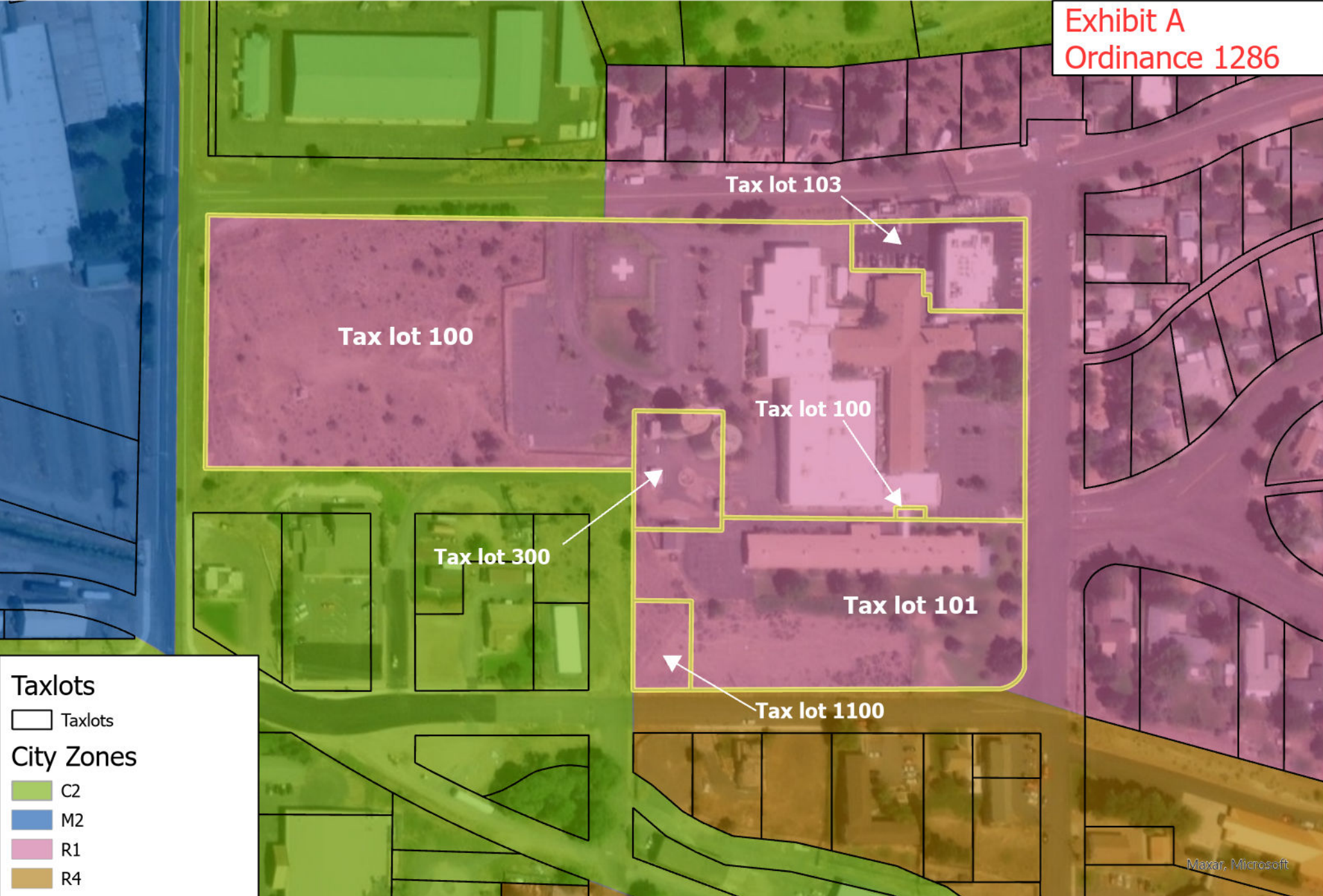
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Rodney J. Beebe  
Mayor

ATTEST:

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Lisa Morgan, City Recorder



**Taxlots**  
[Outline] Taxlots

**City Zones**  
[Green] C2  
[Blue] M2  
[Pink] R1  
[Tan] R4

2021 Aerial Date: 6/15/2023

AM-2023-101: Zone Change from R1 to R2  
Map & Tax Lots 141632CB00100, 101, 102, 103, 300, 1100



**RESOLUTION NO. 1562  
CITY OF PRINEVILLE, OREGON**

**A RESOLUTION ADOPTING A SUPPLEMENTAL BUDGET AND MAKING  
APPROPRIATIONS FOR 2022-2023 BN**

**Whereas**, the City of Prineville is in need of a supplemental budget for the biennial budget 2022-23, commencing July 1, 2021, and

**Whereas**, discussion to adopt the supplemental budget was held before the City Council on June 27, 2023; and

**Whereas**, now is the proper time to pass a resolution adopting the supplemental budget and making appropriations.

**Now, therefore, the City of Prineville resolves as follows:**

1. That the City of Prineville does hereby adopt the supplemental budget in the sum total of \$1,520,200.
2. That the additional amounts for the fiscal year beginning July 1, 2021, and for the purposes shown below are hereby appropriated as follows:

**Summary of Supplemental Budget BN 2022-2023**

**Amounts shown are revised appropriation totals in those funds being modified.**

**General Fund**

Expenditures (proposed changes)		
Non-Departmental	\$	6,490,000
Revised Total Fund Expenditures	\$	20,483,879
Resources (proposed changes)		
Intergovernmental Revenue	\$	2,510,100
Transient Lodging Taxes	\$	796,900
Revised Total Fund Resources	\$	20,483,879

To adjust Non-departmental to allow for unanticipated biomass project expenditures of \$500,000, unanticipated CDBG - housing rehab loans totaling \$22,300, and transient lodging taxes to the Chamber of Commerce totaling roughly \$96,900. These expenditures were not anticipated at the time the budget was adopted and are largely being reimbursed through grants and transient lodging taxes.

**PERS Fund**

Expenditures (proposed changes)		
Transfers	\$	380,000
Contingency	\$	1,064,818
Revised Total Fund Expenditures (no change)	\$	2,077,718
Resources		
Revised Total Fund Resources (no change)	\$	2,077,718

To adjust expenditures to allow for a transfer to the Police Department for acquiring and equipping four police vehicles. This transfer is being covered by contingency.

**Transportation Fund**

Expenditures (proposed changes)		
Capital Outlay	\$	1,734,200
Revised Total Fund Expenditures	\$	4,030,393
Resources (proposed changes)		
Miscellaneous Revenue	\$	93,000
Revised Total Fund Resources	\$	4,030,393

To adjust expenditures to allow for a sidewalk lighting project. These costs will be covered from a grant received from the Crook County Chamber of Commerce.

**Transportation SDC Fund**

Expenditures (proposed changes)		
Transfers	\$	85,000
Revised Total Fund Expenditures	\$	3,774,745
Resources (proposed changes)		
System development charges	\$	910,000
Revised Total Fund Resources	\$	3,774,745

To adjust expenditures for transfers to capture the five percent administration fee. These costs will be covered from additional revenue collected from SDC's.

**Wastewater SDC Fund**

Expenditures (proposed changes)		
Materials and Services	\$	21,000
Capital outlay	\$	280,000
Transfers	\$	449,000
Revised Total Fund Expenditures	\$	763,660
Resources (proposed changes)		
System development fees	\$	651,000
Revised Total Fund Resources	\$	763,660

To adjust expenditures to cover costs in capital outlay and materials and services for the Wastewater Reuse Project, and increase transfers to the administrative funds to capture the five percent administrative fee for additional dollars collected. These costs will be covered by additional SDC's collected not anticipated at budget time.

**Water Fund**

Expenditures (proposed changes)		
Materials and Services	\$	2,262,800
Capital outlay	\$	1,255,000
Revised Total Fund Expenditures	\$	9,953,318
Resources (proposed changes)		
Charges for Services	\$	6,635,000
Revised Total Fund Resources	\$	9,953,318

To adjust expenditures to cover additional materials and services costs not anticipated at budget time associated with testing, calibrating and developing an operations manual for the new water treatment facility and electricity. To allow for unanticipated capital expenditures associated with three wells going down. These costs will be covered by additional revenue in charges for services.

**Golf Course Fund**

Expenditures (proposed changes)		
Golf Course	\$	1,848,400
Revised Total Fund Expenditures	\$	3,851,025
Resources (proposed changes)		
Charges for Services	\$	2,037,800
Revised Total Fund Resources	\$	3,851,025

To adjust expenditures to cover additional costs not anticipated at budget time in the Golf Course Department. Unanticipated costs include accrued leave and inventory due to increases in sales. These costs will be covered by an increase in charges for services.

**Administration Fund**

Expenditures (proposed changes)		
Administration / Team Services	\$	1,903,000
Information Technology	\$	2,768,900
Revised Total Fund Expenditures	\$	7,028,549
Resources (proposed changes)		
Charges for Services	\$	6,105,600
Intergovernmental	\$	275,000
Revised Total Fund Resources	\$	7,028,549

To adjust expenditures to cover additional costs not anticipated at budget time in both the Administration / Team Services Department and Information Technology associated with accrued leave and 911 user equipment upgrades. These costs will be covered by an increase in charges for services and intergovernmental revenue for the reimbursement from the 911 users.

**Building Facilities / Property Fund**

Expenditures (proposed changes)	
City Hall Facility	
Police Facility	\$ 1,181,200
Public Works Facility	\$ 79,000
Contingency /Other requirements	\$ 543,128
Revised Total Fund Expenditures (no change)	\$ 4,650,728
Resources (proposed changes)	
Revised Total Fund Resources (no change)	\$ 4,650,728

To adjust expenditures to cover additional costs not anticipated in the Police Facility largely associated with a water leak that soaked through to the foundation. Other expenditures requiring an adjustment are in the Public Works Facility for increases in utilities and to fix a garage door. These costs will be covered by contingency.

**Airport Fund**

Expenditures (proposed changes)	
Personnel Services	\$ 338,000
Contingency /Other requirements	\$ 85,139
Revised Total Fund Expenditures (no change)	\$ 2,540,436
Resources (proposed changes)	
Revised Total Fund Resources (no change)	\$ 2,540,436

To adjust expenditures to cover additional costs not anticipated at budget time in personnel services. This unanticipated expenditure is largely associated with needed accrued leave adjustments. This costs will be covered by contingency.

TOTAL SUPPLEMENTAL BUDGET	\$ 1,520,200
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Approved and Adopted by the City Council this 27th day of June, 2023.

\_\_\_\_\_  
Rodney J. Beebe, Mayor

ATTEST:

\_\_\_\_\_  
Lisa Morgan, City Recorder



**RESOLUTION NO. 1563  
CITY OF PRINEVILLE, OREGON**

**A RESOLUTION APPROVING APPROPRIATION ADJUSTMENTS TO THE BN  
2022-2023 BUDGET FOR THE FOURTH QUARTER OF THE SECOND FISCAL  
YEAR**

**Whereas**, the following appropriation adjustments to the BN 2022-2023 Budget for the fourth quarter of the second fiscal year of the biennium are required to provide for unexpected needs or to expend certain funds not anticipated at the time the budget was adopted, and hereby authorized in accordance with ORS 294.463(2), renumbered from 294.450(2):

<b>Railroad / Freight Depot Fund</b>	<b>Increase</b>	<b>Decrease</b>
Personnel Services	\$50,000	
Materials and Services	\$70,000	
Personnel Services		\$120,000
<hr/>		
	<b>\$120,000</b>	<b>\$120,000</b>

To provide for additional personnel service dollars needed for accrued leave adjustments and vacation payouts, and to provide for additional dollars in materials and services for increases in costs associated with needed locomotive, bridge and track maintenance, and utilities. These costs were unanticipated at the time of budgeting and will be covered by contingency.

**Now, therefore, the City of Prineville Resolves as follows:**

1. The Prineville City Council approves the total budget appropriation adjustments of \$120,000.00 as set out within this Resolution.

Approved by the City Council this 27th day of June, 2023.

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Rodney J. Beebe, Mayor

ATTEST:

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Lisa Morgan, City Recorder

1-Resolution No. 1563

**RESOLUTION NO. 1564  
CITY OF PRINEVILLE, OREGON**

**A RESOLUTION APPROVING AN AGREEMENT WITH THE STATE OF OREGON  
DEPARTMENT OF TRANSPORTATION FOR TRANSPORTATION FUNDING  
GRANT**

- A. The City of Prineville (“City”) and the State of Oregon, acting by and through its Department of Transportation (“ODOT”) have negotiated an agreement designated by ODOT as Miscellaneous Contracts and Agreements No. 35453 (“Agreement”).
- B. ODOT has agreed to provide funding to purchase services to provide public transportation to seniors and individuals with disabilities, and the general public, in and around the City of Prineville, and to support the administrative costs required to manage the service contract (collectively “Services”).
- C. The term of the Agreement shall be from July 1, 2023 to June 30, 2025.
- D. ODOT has agreed to provide City an amount not to exceed \$192,842.00 for the services, which are estimated to be \$214,914.00.
- E. City Staff believes it is in the best interest of the City to approve and execute the Agreement.

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

Approved by the City Council this \_\_\_\_ day of June, 2023.

\_\_\_\_\_  
Rodney J. Beebe, Mayor

ATTEST:

\_\_\_\_\_  
Lisa Morgan, City Recorder

## PUBLIC TRANSPORTATION DIVISION OREGON DEPARTMENT OF TRANSPORTATION

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation, Public Transportation Division, hereinafter referred to as "State," and **City of Prineville**, hereinafter referred to as "Recipient," and collectively referred to as the "Parties."

### AGREEMENT

1. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2023** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or before **June 30, 2025** (the "Expiration Date"). No Grant Funds are available for any expenditures after the Expiration Date. State's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 10 of this Agreement.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

**Exhibit A: Project Description and Budget**

**Exhibit B: Financial Information**

**Exhibit C: Subagreement Insurance Requirements and Recipient Insurance Requirements**

**Exhibit D: Summary of Federal Requirements, incorporating by reference Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements ("Certifications and Assurances") and Federal Transit Administration Master Agreement**

**Exhibit E: Information required by 2 CFR 200.332(a), may be accessed at <https://www.oregon.gov/odot/RPTD/Pages/index.aspx>, Oregon Public Transit Information System (OPTIS), as the information becomes available**

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: Exhibit D; Exhibit E; this Agreement without Exhibits; Exhibit A; Exhibit B; Exhibit C.

3. **Project Cost; Grant Funds; Match.** The total project cost is estimated at **\$214,914.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$192,842.00** (the "Grant Funds") for eligible costs described in Section 6.a. hereof. Recipient shall provide matching funds for all Project Costs as described in Exhibit A. Recipient will be responsible for all Project Costs not covered by the Grant Funds.
4. **Project.** The Grant Funds shall be used solely for the project described in Exhibit A (the "Project") and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by State by amendment pursuant to Section 11.a hereof.
5. **Progress Reports.** Recipient shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at <https://www.oregon.gov/odot/RPTD/Pages/index.aspx>. If Recipient is unable to access OPTIS, reports must be sent to [ODOTPTDReporting@odot.state.or.us](mailto:ODOTPTDReporting@odot.state.or.us). Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be

necessary to comply with federal or state reporting requirements.

**6. Disbursement and Recovery of Grant Funds.**

- a. **Disbursement Generally.** State shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Funds amount provided in Section 3. Reimbursements shall be made by State within 30 days of State's approval of a request for reimbursement from Recipient using a format that is acceptable to State. Requests for reimbursement must be entered into OPTIS or sent to ODOTPTDReporting@odot.state.or.us. Eligible costs are the reasonable and necessary costs incurred by Recipient, or under a subagreement described in Section 9 of this Agreement, in performance of the Project and that are not excluded from reimbursement by State, either by this Agreement or by exclusion as a result of financial review or audit.
- b. **Conditions Precedent to Disbursement.** State's obligation to disburse Grant Funds to Recipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
  - i. State has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to make the disbursement.
  - ii. Recipient is in compliance with the terms of this Agreement including, without limitation, Exhibit D and the requirements incorporated by reference in Exhibit D.
  - iii. Recipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
  - iv. Recipient has provided to State a request for reimbursement using a format that is acceptable to and approved by State. Recipient must submit its final request for reimbursement following completion of the Project and no later than 60 days after the Expiration Date. Failure to submit the final request for reimbursement within 60 days after the Expiration Date could result in non-payment.
- c. **Recovery of Grant Funds.**
  - i. **Recovery of Misexpended Funds or Nonexpended Funds.** Any Grant Funds disbursed to Recipient under this Agreement that are either (i) disbursed but unexpended as of the Expiration Date ("Unexpended Funds") or (ii) expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") must be returned to State. Recipient shall return all Misexpended Funds to State no later than 15 days after State's written demand. Recipient shall return all Unexpended Funds to State within 15 days after the earlier of expiration or termination of this Agreement.
  - ii. **Recovery of Funds upon Termination.** If this Agreement is terminated under either Section 10(a)(i) or Section 10(a)(v) below, Recipient shall return to State all funds disbursed to Recipient within 15 days after State's written demand for the same.

**7. Representations and Warranties of Recipient.** Recipient represents and warrants to State as follows:

- a. **Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Recipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient

of this Agreement.

- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. **No Solicitation.** Recipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements, except as permitted by applicable law. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
- d. **No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from this federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify State immediately if it is debarred, suspended or otherwise excluded from this federally-assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

The warranties set in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

**8. Records Maintenance and Access; Audit.**

- a. **Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall require that each of its subrecipients and subcontractors complies with these requirements. State, the Secretary of State of the State of Oregon (Secretary), the United States Department of Transportation (USDOT), the Federal Transit Administration (FTA) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, State, the Secretary, USDOT, FTA and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of State, the Secretary, USDOT and FTA to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.
- b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, including, without limitation, records relating to capital assets funded by this Agreement, the Grant Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Expiration Date. If there are unresolved audit questions at the end of the six-year period, Recipient shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by State under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit State to verify how the Grant Funds were expended.
- d. **Audit Requirements.**
  - i. If Recipient expends \$750,000 or more in federal awards during the Recipient's fiscal year, the Recipient must have a single or program-specific audit conducted for that year in accordance with the provisions of 2 CFR Part 200, Subpart F (Audit Requirements). Recipient, if subject to this requirement, shall at Recipient's own expense submit to State, Public Transportation Division, 555 13th Street NE, Suite 3, Salem, Oregon, 97301-4179 or to [ODOTPTDReporting@odot.oregon.gov](mailto:ODOTPTDReporting@odot.oregon.gov), a copy of, or electronic link to, its annual audit subject to this requirement covering the

funds expended under this Agreement and shall submit or cause to be submitted, the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.

- ii. Recipient shall indemnify, save, protect and hold harmless State from the cost of any audits or special investigations performed by the Secretary with respect to the funds expended under this Agreement. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and State.

This Section 8 shall survive any expiration or termination of this Agreement.

## 9. Recipient Subagreements and Procurements

- a. **Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, "subagreements") for performance of the Project.
  - i. All subagreements must be in writing executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
  - ii. Recipient shall require all of its contractors performing work under this Agreement to name State as a third-party beneficiary of Recipient's subagreement with the contractor and to name State as an additional or "dual" obligee on contractors' payment and performance bonds.
  - iii. Recipient shall provide State with a copy of any signed subagreement, as well as any other purchasing or contracting documentation, upon request by State. This paragraph 9.a.iii. shall survive expiration or termination of this Agreement.
  - iv. Recipient must report to State any material breach of a term or condition of a subagreement within ten (10) days of Recipient discovering the breach.
- b. Recipient shall review the *Best Practices Procurement Manual*, a technical assistance manual prepared by the FTA, available on the FTA website: [www.fta.dot.gov/grants/13054\\_6037.html](http://www.fta.dot.gov/grants/13054_6037.html)
- c. **Subagreement indemnity; insurance**
  - i. ***Recipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Recipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the other party to Recipient's subagreement(s) from and against any and all Claims.***
  - ii. **Any such indemnification shall also provide that neither Recipient's subrecipient(s), contractor(s) nor subcontractor(s) (collectively "Subrecipients"), nor any attorney engaged by Recipient's Subrecipient(s), shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's Subrecipient is prohibited from defending State or that Recipient's Subrecipient is not adequately defending State's**

**interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Recipient's Subrecipient if State elects to assume its own defense.**

- iii. Recipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance requirements provided in Exhibit C to this Agreement. Recipient may specify insurance requirements of its contractor(s) above the minimum insurance requirements specified in Exhibit C. Recipient shall verify its contractor(s) meet the insurance requirements in Exhibit C.
- d. **Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, as applicable, including all applicable provisions of the Oregon Public Contracting Code and rules, and in conformance to FTA Circular 4220.1F, Third Party Contracting Requirements including:
  - i. All applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement;
  - ii. All procurement transactions are conducted in a manner providing full and open competition;
  - iii. Procurements exclude the use of statutorily or administratively imposed in-state or geographic preference in the evaluation of bids or proposals (with exception of locally controlled licensing requirements);
  - iv. Construction, architectural and engineering procurements are based on Brooks Act procedures unless the procurement is subject to ORS 279C.100 to 279C.125.
- e. **Conflict of Interest.** Recipient's public officials shall comply with Oregon's government ethics laws, ORS 244.010 et seq., as those laws may be subsequently amended.

## 10. Termination

- a. **Termination by State.** State may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by State in such written notice, if:
  - i. Recipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Recipient is, for any reason, rendered improbable, impossible, or illegal; or
  - ii. State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
  - iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
  - iv. The Project would not produce results commensurate with the further expenditure of funds; or
  - v. Recipient takes any action pertaining to this Agreement without the approval of State and which under the provisions of this Agreement would have required the approval of State.
- b. **Termination by Recipient.** Recipient may terminate this Agreement effective upon delivery of written notice of termination to State, or at such later date as may be established by Recipient in such written notice, if:
  - i. The requisite local funding to continue the Project becomes unavailable to Recipient; or
  - ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.

- c. **Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days' notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.

**11. General Provisions**

- a. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.

- b. **Contribution.**

- i. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Recipient with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
- ii. Except as otherwise provided in Paragraph 11.c below, with respect to a Third Party Claim for which State is jointly liable with Recipient (or would be if joined in the Third Party Claim ), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
- iii. Except as otherwise provided in Paragraph 11.c below, with respect to a Third Party Claim for which Recipient is jointly liable with State (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

- c. **Indemnification.**

- i. Subject to any limitations imposed by State law and the Oregon Constitution, Recipient agrees to the following contract-related indemnification for all projects authorized under this Agreement:
- ii. Where Recipient contracts for services or performs project management for a project, Recipient shall accept all responsibility, defend lawsuits, indemnify, and hold State harmless, for all contract-related claims and suits. This includes but is



not limited to all contract claims or suits brought by any contractor, whether arising out of the contractor's work, Recipient's supervision of any individual project or contract, or Recipient's failure to comply with the terms of this Agreement.

Sections 11.b and 11.c shall survive termination of this Agreement.

- d. **Insurance.** Recipient shall meet the insurance requirements within Exhibit C.
- e. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- f. **Responsibility for Grant Funds.** Any recipient of Grant Funds, pursuant to this Agreement with State, shall assume sole liability for that recipient's breach of the conditions of this Agreement, and shall, upon recipient's breach of conditions that requires State to return funds to the FTA, hold harmless and indemnify State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of the recipient of Grant Funds, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
- g. **Duplicate Payment.** Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- h. **No Third Party Beneficiaries.** State and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

Recipient acknowledges and agrees that the Federal Government, absent express written consent by the Federal Government, is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Recipient, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from the this Agreement.

- i. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Recipient Contact or State Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this subsection. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.
- j. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between State (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any

Claim or from the jurisdiction of any court. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, WAIVES ANY OBJECTION TO VENUE, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.

- k. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, as applicable to Recipient, including without limitation as described in Exhibit D. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- l. **Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of State. Recipient has no right or authority to incur or create any obligation for or legally bind State in any way. State cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of State, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- m. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- n. **Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- o. **Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Recipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.
- p. **Survival.** The following provisions survive termination of this Agreement: Sections 6.c., 8 and 11.

**The Parties**, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

The Oregon Transportation Commission on October 20, 2010, approved Delegation Order Number OTC-01, which authorizes the Director of the Oregon Department of Transportation to administer programs related to public transit.

On March 1, 2012, the Director approved Delegation Order Number DIR-04, which delegates the authority to approve this Agreement to the Public Transportation Division Administrator.

**SIGNATURE PAGE TO FOLLOW**

**City of Prineville**, by and through its

\_\_\_\_\_

By \_\_\_\_\_  
(Legally designated representative)

Name \_\_\_\_\_  
(printed)

Date \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_  
(printed)

Date \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY**

(If required in local process)

By \_\_\_\_\_  
Recipient's Legal Counsel

Date \_\_\_\_\_

**Recipient Contact:**

Lori Ontko  
387 NE Third Street  
Prineville, OR 97754  
1 (541) 447-2340  
lontko@cityofprineville.com

**State Contact:**

Jovi Arellano  
555 13th St SE  
Salem, OR 37301  
1 (971) 718-1050  
jovi.arellano@odot.oregon.gov

**State of Oregon**, by and through its  
Department of Transportation

By \_\_\_\_\_  
Karyn Criswell  
Public Transportation Division Administrator

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_ Jovi Arellano

Date \_\_\_\_\_ 05/30/2023

**APPROVED AS TO LEGAL SUFFICIENCY**

(For funding over \$150,000)

By \_\_\_\_\_  
Assistant Attorney General

Name \_\_\_\_\_ Sam Zeigler by email  
(printed)

Date \_\_\_\_\_ 02/01/2023

**Signed Agreement Return Address: ODOTPTDReporting@odot.state.or.us**

**EXHIBIT A**  
**Project Description and Budget**

**Project Description/Statement of Work**

<b>Project Title: 5310 City of Prineville 35453</b>				
<i>Purchased Service</i>				
<b>P-23-1972-01 Item #1: Contracted Service (5310 only)</b>				
	Total	Grant Amount	Local Match	Match Type(s)
	\$214,914.00	\$192,842.00	\$22,072.00	Local
<b>Sub Total</b>	\$214,914.00	\$192,842.00	\$22,072.00	
<b>Grand Total</b>	<b>\$214,914.00</b>	<b>\$192,842.00</b>	<b>\$22,072.00</b>	

*1. PROJECT DESCRIPTION*

*Provide funding to purchase service to provide public transportation to seniors and individuals with disabilities, and the general public, in and around the City of Prineville, OR. and to support the administrative costs required to manage the service contract.*

*2. PROJECT DELIVERABLES, TASKS and PERFORMANCE MEASURES*

*The contracted service will be provided by a contractor or pass-through subrecipient selected by Recipient, and will be designed to benefit seniors and individuals with disabilities, and may also be made available to the general public.*

*The service, schedule, days, hours, and service type demand response will be designed to meet the needs of seniors and individuals with disabilities as determined by Recipient in consultation with the operator of service, the affected community members, and stakeholders identified by Recipient.*

*Services will be provided in accordance with the locally adopted Coordinated Public Transit Human Services Transportation Plan (Coordinated Plan). Recipient and contractor or pass-through subrecipient will coordinate the delivery of transportation services with other public and private transportation providers to enhance regional services and to avoid duplication of services. Coordinated service may be made available to a variety of potential users, including the general public.*

*Recipient may amend the service design at any time in accordance with local demand, funding issues, changes in the Coordinated Plan, or other situations that require service to be changed. Recipient will inform State if there is a change in the service funded by this Agreement.*

*Recipient will market the services.*

*Recipient will oversee and monitor the services and performance of the contractor or pass-through subrecipient.*

*The following performance measure will be used to evaluate the effectiveness of the project.*

*A ridership goal is established for this project as follows.*

*For 2023-2025: 106 Individuals, 26,569 One-Way Rides.*

*Ridership is defined as the actual or estimated one-way passenger trips provided to seniors and individuals with disabilities. A passenger trip is a unit of service counted each time a passenger enters a vehicle, is transported, and then exits the vehicle. Each unique destination constitutes a passenger trip.*

### 3. PROJECT ACCOUNTING, MATCHING FUNDING and SPENDING PLAN

*This Agreement covers contracted public transportation provision, as defined under the 49 USC § 5310 program, as described in Circular 9070.1G, Section III-14-e.*

*Generally accepted accounting principles and the Recipient's accounting system determine those costs that are to be accounted for as gross operating expenses. Recipient may not count the same costs twice if they have multiple agreements for which these costs may be eligible. The service provider may use capital equipment funded under USDOT- or State-source agreements when performing services rendered through a contract or subagreement funded by this Agreement. Depreciation of capital equipment funded from USDOT- or State-source grants is not an eligible expense.*

*Sources of funding that may be used as matching funding for this Agreement include Special Transportation Formula Funds, other local funds, service contract revenue, advertisement income, other earned income, cash donations, and other verifiable in-kind contributions that are integral to the project budget. Recipient may not use passenger fares as matching funding.*

*Recipient will subtract revenue from fares, tickets and passes whether pre-paid or post-paid, from the gross operating expense of the service. Administrative expenses incurred by the contractor or pass-through subrecipient are reimbursable as operating expenses. Under this Agreement, State will bear the sum remaining after the amount of Recipient's required share of local matching funds is subtracted from the total project expenses.*

*Recipient may not use assets acquired under this Agreement to compete unfairly with the private sector.*

#### *Spending Plan*

*State's obligation to disburse Grant funds to Recipient under this agreement is contingent upon the availability of appropriated funds from which payment can be made. Therefore, Grant Funds shall be disbursed according to the following disbursement schedule. This schedule is based on the standard Agreement term of two fiscal years, each running from July 1 through June 30.*

#### *Disbursement Schedule*

*First year maximum disbursement: no more than 50 percent of the total grant amount regardless of the amount of any reimbursement request. A partial payment may be made by State if Recipient requests more than this amount in the first fiscal year period.*

*Second year maximum disbursement: no more than 50 percent of the total grant amount plus any remaining portion from the first fiscal year.*

### 4. REPORTING AND/OR INVOICING REQUIREMENTS

*Recipient should provide a narrative describing milestones reached and goals achieved in the Agency Periodic Report notes section.*

*All purchased service costs should include the invoice for the quarter services were provided. Invoices should include a description of the services provided, the hours, miles or other metrics used to provide justification of the costs for reimbursement. In addition invoices should include day, name of the vendor, and the name of the recipient.*

**EXHIBIT B**  
**FINANCIAL INFORMATION**

The information below will assist auditors to prepare a report in compliance with the requirements of 2 CFR part 200, subpart F.

This Agreement is financed by the funding source indicated below:

<b>Federal Program</b> 49 U.S.C. 5310	<b>Federal Funding Agency</b> U.S. Department of Transportation Federal Transit Administration 915 Second Avenue, Suite 3142 Seattle, WA 98174	<b>CFDA Number</b> <b>20.513 (5310)</b>	<b>Total Federal Funding</b> <b>\$192,842.00</b>
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<b>Administered By</b> Public Transportation Division 555 13th St SE Salem, OR 37301
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## EXHIBIT C

### Insurance Requirements

#### 1. GENERAL.

##### 1. a. GENERAL REQUIREMENTS

Recipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences, and ii) maintain the insurance in full force throughout the duration of the subagreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to State. Recipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Recipient permit work under a subagreement when Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, "first tier" means a subagreement in which the Recipient is a Party.

#### 2. TYPES AND AMOUNTS.

##### a. WORKERS COMPENSATION.

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide **Workers' Compensation Insurance** coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employer's Liability Insurance with limits not less than \$500,000 each accident. **Contractor shall require compliance with these requirements in each of its subcontractor contracts.**

##### b. COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury and property damage and shall include personal and advertising injury liability, products and completed operations, and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the Contractor shall provide the Contractual Liability - Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy.

Amounts below are a minimum requirement as determined by State:

Coverage shall be written on an occurrence basis in an amount of not less than **\$1,000,000** per occurrence.

Annual aggregate limit shall not be less than **\$2,000,000**.

##### c. AUTOMOBILE LIABILITY.

Automobile Liability Insurance covering Contractor's business-related automobile use covering all owned, non-owned, or hired vehicles for bodily injury and property. Amount below is a minimum requirement as determined by State:

Coverage shall be written with a combined single limit of not less than **\$1,000,000**.



This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability).

**d. EXCESS/UMBRELLA LIABILITY.**

A combination of primary and Excess/Umbrella Liability Insurance may be used to meet the required limits of insurance.

**e. ADDITIONAL INSURED.**

The liability insurance coverages, except Professional Liability or Workers' Compensation/Employer's Liability, if included, must include the **"State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees"** as an **endorsed** Additional Insured but only with respect to the contractor's activities to be performed under the Subagreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations. Additional Insured Endorsements shall be submitted with the Certificate(s) of Insurance and must be acceptable to the Recipient.

**f. "TAIL" COVERAGE.**

If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance or pollution liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subagreement, for a minimum of twenty-four (24) months following the later of : (i) the contractor's completion and Recipient's acceptance of all Services required under the Subagreement or, (ii) the expiration of all warranty periods provided under the Subagreement. Notwithstanding the foregoing twenty-four (24) month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the twenty-four (24) month period described above, then the contractor may request and State may grant approval of the maximum "tail " coverage period reasonably available in the marketplace. If State approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

**3. NOTICE OF CANCELLATION OR CHANGE.**

The contractor or its insurer must provide thirty (30) days' written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s). **The Recipient shall immediately notify State of any change in insurance coverage.**

**4. CERTIFICATE(S) OF INSURANCE.**

Recipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

**Recipient Insurance Requirements**

**1. GENERAL.**

**a. GENERAL REQUIREMENTS**

Recipient shall obtain at Recipient's expense the insurance specified in this exhibit prior to performing under this Agreement and shall maintain it in full force and at its own expense throughout the duration of this Agreement, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. Recipient shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Recipient shall pay for all deductibles, self-insured retention and self-insurance, if any.

**b. INSURANCE REQUIREMENT REVIEW.**

Recipient agrees to periodic review of insurance requirements by State under this Agreement and to provide updated requirements as mutually agreed upon by Recipient and State.

**2. TYPES AND AMOUNTS.**

**a. WORKERS COMPENSATION.**

All employers, including Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Recipient shall require and ensure that each of its subcontractors complies with these requirements. If Recipient is a subject employer, as defined in ORS 656.023, Recipient shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If Recipient is an employer subject to any other state's workers' compensation law, Contactor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

**b. COMMERCIAL GENERAL LIABILITY.**

Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury, death, and property damage and shall include personal and advertising injury liability, products and completed operations and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the Contractor shall provide the Contractual Liability - Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy. Commercial General Liability Insurance shall not be less than the following amounts as determined by State:

Coverage shall be written on an occurrence basis in an amount of not less than **\$1,000,000** per occurrence.

Annual aggregate limit shall not be less than **\$2,000,000**.

**c. AUTOMOBILE LIABILITY.**

Automobile Liability Insurance covering business-related automobile use on all owned, non-owned or hired vehicles for bodily injury and property. Automobile Liability Insurance shall not be less than the following amount as determined by State:

Coverage shall be written with a combined single limit of not less than **\$1,000,000**.

This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability).

**d. EXCESS/UMBRELLA LIABILITY.**

A combination of primary and Excess/Umbrella Liability Insurance may be used to meet the required limits of insurance.

**e. ADDITIONAL INSURED.**

The liability insurance coverages, except Professional Liability or Workers' Compensation/ Employer's Liability, if included, must include the "**State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees**" as an **endorsed** Additional Insured but only with respect to the Recipient's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations. Additional Insured Endorsements shall be submitted with the Certificate(s) of Insurance and must be acceptable to the Recipient.

**f. WAIVER OF SUBROGATION.**

Recipient shall waive rights of subrogation which Recipient or any insurer of Recipient may acquire against the department or State of Oregon by virtue of the payment of any loss. Recipient will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the State has received a waiver of subrogation endorsement from the Recipient or the Recipient's insurer(s).

**g. CONTINUOUS CLAIMS MADE COVERAGE:**

If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Recipient shall maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Agreement, for a minimum of 24 months following the later of:

- i. Recipient's completion and State's acceptance of all project work required under the Agreement, or
- ii. State or Recipient termination of this Agreement, or
- iii. The expiration of all warranty periods provided under this Agreement.

**3. NOTICE OF CANCELLATION OR CHANGE.**

Recipient or its insurer must provide 30 days' written notice to State before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

**4. CERTIFICATE(S) AND PROOF OF INSURANCE.**

Recipient shall provide to State Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Agreement. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Agreement. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance State has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Agreement.

**5. STATE ACCEPTANCE.**

All insurance providers are subject to State acceptance. If requested by State, Recipient shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to State's representatives responsible for verification of the insurance coverages required under this **Exhibit C**.

## EXHIBIT D

### **Summary of Federal Requirements and Incorporating by Reference Annual List of Certifications and Assurances for FTA Grants and Cooperative Agreements ("Certifications and Assurances") and Federal Transit Administration Master Agreement ("Master Agreement")**

Recipient and Recipient's subrecipient(s), contractor(s), or subcontractor(s), at any tier, if any, must comply with all applicable federal requirements contained in the Certifications and Assurances available at [www.transit.dot.gov](http://www.transit.dot.gov). The Certifications and Assurances, including as they may be changed during the term of this Agreement, are by this reference incorporated herein.

Recipient further agrees to comply with all applicable requirements included in the Master Agreement that is signed and attested to by State. This Master Agreement is incorporated by reference and made part of this Agreement. Said Master Agreement is available upon request from State by calling (503) 986-3300, or at [www.transit.dot.gov](http://www.transit.dot.gov). Without limiting the foregoing, the following is a summary of some requirements applicable to transactions covered by this Agreement and the funds described in Exhibit A:

1. Recipient shall comply with Title VI of the Civil Rights Act of 1964 (78 State 252, 42 U.S.C. § 2000d) and the regulations of the United States Department of Transportation (49 CFR 21, Subtitle A). Recipient shall exclude no person on the grounds of race, religion, color, sex, age, national origin, or disability from the benefits of aid received under this Agreement. Recipient will report to State on at least an annual basis the following information: any active lawsuits or complaints, including dates, summary of allegation, status of lawsuit or complaint including whether the Parties entered into a consent decree.
2. Recipient shall comply with FTA regulations in Title 49 CFR 27 Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance which implements the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act of 1990, 49 CFR 37, and 49 CFR 38.
3. Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. Recipient's DBE program, if applicable, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to State of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
4. Recipient must include the following language in each subagreement Recipient signs with a subcontractor or subrecipient:

*The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The contractor, subrecipient, or subcontractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor, subrecipient, or subcontractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Recipient deems appropriate.*

5. Recipient and contractors receiving in excess of \$100,000 in federal funds, other than Indian tribes, must certify to State that they have not and will not use federal funds to pay for influencing or attempting to influence an officer or employee of any federal department or Agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any federal grant, cooperative agreement or any other federal award. If non-federal funds have been used to support lobbying activities in connection with the Project, Recipient

shall complete Standard Form LLL, Disclosure Form to Report Lobbying and submit the form to State at the end of each calendar quarter in which there occurs an event that requires disclosure. Restrictions on lobbying do not apply to influencing policy decisions. Examples of prohibited activities include seeking support for a particular application or bid and seeking a congressional earmark.

**RESOLUTION NO. 1565  
CITY OF PRINEVILLE, OREGON**

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH  
CROOK COUNTY SCHOOL DISTRICT**

- A. The City of Prineville (“City”), acting by and through the Prineville Police Department (“PPD”) and Crook County School District (“District”) are units of local governments and may enter into agreements pursuant to ORS 190.010.
  
- B. Designated District campuses and other District properties are monitored by a District surveillance system (“video surveillance system”) that is designed so that District can enable it to be monitored by PPD officers remotely from dispatch, police headquarters and PPD vehicles.
  
- C. It is in the best interest of District and PPD that officers can access the video surveillance system during emergencies concerning health or safety situations in order to become familiar with the conditions at the district property in the event of an emergency.
  
- D. District has prepared an Intergovernmental Agency Agreement for City’s approval.
  
- E. City staff recommends that the attached Intergovernmental Agency Agreement be approved by City Council.

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

Approved by the City Council this \_\_\_\_ day of June, 2023.

\_\_\_\_\_  
Rodney J. Beebe, Mayor

ATTEST:

\_\_\_\_\_  
Lisa Morgan, City Recorder

**INTERGOVERNMENTAL AGENCY AGREEMENT:**

**CROOK COUNTY SCHOOL DISTRICT**

**AND**

**CITY OF PRINEVILLE**

The Crook County School District (hereinafter “CCSD”) and the City of Prineville Police Department (hereinafter “PPD”) enter into this agreement and hereby agree to the following:

**R E C I T A L S**

WHEREAS, CCSD and PPD are units of local government, as that term is defined in ORS 190.003 and wish to enter into an agreement pursuant to ORS 190.010;

WHEREAS, ORS 190.020 requires the agreement to specify the functions or activities to be performed and by what means they shall be performed and, where applicable, the agreement shall provide for:

- 1) The apportionment among the parties to the agreement of the responsibility for providing funds to pay for expenses incurred in the performance of the functions or activities;
- 2) The apportionment of fees or other revenue derived from the functions or activities and the manner in which such revenue shall be accounted for;
- 3) The transfer of personnel and the preservation of their employment benefits;
- 4) The transfer of possession of or title to real or personal property;
- 5) The term or duration of the agreement, which may be perpetual;
- 6) The rights of the parties to terminate the agreement; and

WHEREAS, CCSD and PPD acknowledge that designated CCSD campuses and other district properties are monitored by a CCSD video surveillance system (“video surveillance system”), that the system is designed so that CCSD can enable it to be monitored by PPD officers remotely from dispatch, police headquarters and PPD vehicles, and that it is in the best interest of CCSD and PPD that officers are able to access the video surveillance system during emergencies concerning health or safety situations in order to become familiar with the conditions at the district property in the event of an emergency;

WHEREAS, PPD requests access to CCSD’s video surveillance system for health and safety emergency purposes;



WHEREAS, CCSD can provide PPD with access to its video surveillance system; CCSD and PPD wish to enter into an agreement which provides that CCSD will provide limited access to its video surveillance system to PPD as described in the Agreement, and

NOW, THEREFORE, in consideration of the promises and covenants herein contained, the parties enter into the following:

## A G R E E M E N T

### 1. **Purpose, Effective Date, and Term of Agreement.**

1.1 The purpose of this Agreement is to have a process where CCSD can allow PPD access to CCSD video surveillance for purposes of ensuring safety of CCSD students, staff and other individuals in the event of a health or safety emergency.

1.2 This Agreement becomes effective upon execution by both parties and shall commence on July 1, 2023, and remains in effect until June 30, 2028 or unless terminated as set forth in section 10. This Agreement may be renewed in the form of a written amendment to this Agreement and must be signed by both parties.

2. **Duties and Responsibilities of CCSD.** Duties and responsibilities may include, but are not limited to:

2.1 CCSD shall provide PPD access to monitor CCSD video surveillance system only in connection with a health or safety emergencies involving students or other individuals as described in 34 C.F.R. §99.31(a)(10) and 34 C.F.R. §99.36, with credible threats of the same, or during nights alarms when the school is closed for the evening;

2.2 In the event of health or safety emergencies involving students or other individuals, PPD may begin to monitor CCSD's video surveillance;

2.3 CCSD may create automated alerts that proactively notify PPD when health or safety emergencies occur. These alerts include, but are not limited to, after-hours motion alerts, Person of Interest alerts, and vandalism alarms;

2.4 CCSD will allow non-school hour access to CCSD's video surveillance in order to facilitate testing and for training of PPD staff.

3. **Duties and Responsibilities of PPD.** Duties and responsibilities may include, but are not limited to:

3.1 Except as provided in 3.1.1, PPD represents and warrants that PPD will only monitor CCSD video surveillance at CCSD request and when there is a health or safety emergency involving students or other individuals as defined in 34 C.F.R. §99.31(a)(10) and 34 C.F.R. §99.36, with credible threats of the same, or during nights alarms when school is closed for the evening;

3.1.1 PPD shall be permitted to monitor CCSD surveillance systems if specific alerts or alarms are received from CCSD or the automated Verkada Command system. In the event a PPD officer believes that there is an emergency and it is necessary for PPD to monitor CCSD surveillance system to protect the health or safety of CCSD students, staff or other individuals, the officer shall contact his or her supervisors and describe the reasons why the officer believes a health or safety emergency warrants monitoring and the PPD supervisor may provide the officer with the access code to begin monitoring CCSD video surveillance.

3.1.2 PPD shall not disclose education records obtained through video surveillance system or use for external law enforcement purposes;

3.2 PPD shall not record or retain a record of any CCSD video surveillance.

#### 4 **Indemnification.**

4.1 CCSD and PPD are each independent governmental agencies. Neither CCSD nor City is an agent for one another. CCSD shall defend, save, hold harmless, and indemnify PPD and their respective agencies and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorneys' fees, resulting from, arising out of, or relating to the activities of CCSD or its officers, employees, subcontractors, or agents under this contract. PPD shall defend, save, hold harmless, and indemnify CCSD and their respective agencies and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorneys' fees, resulting from, arising out of, or relating to the activities of PPD or its officers, employees, subcontractors, or agents under this agreement.

4.2 Both CCSD and PPD shall obtain and at all times keep in effect comprehensive liability insurance and property damage insurance covering each respective party's own acts and omissions under this agreement. Such liability insurance, whatever the form, shall be in an amount not less than the limits of public body tort liability specified in ORS 30.270.

5 **Assignment.** Neither party to this Agreement may assign its interest in the Agreement without the express written consent of the other party.

6 **Compliance With Laws.** During the entire term of this Agreement, the parties shall comply in every respect with all laws, rules and regulations of the State of Oregon as well as Family Educational Rights and Privacy Act 20 U.S.C. §1232g and Family Education Rights and Privacy, 34 C.F.R. Part 99 and CCSD policies.

7 **Waiver.** No waiver of any portion of this agreement shall be deemed or shall constitute a waiver of any other portion thereof, nor shall any waiver constitute a continuing waiver.

8 **Disputes.** The parties agree that any disagreement regarding the interpretation, meaning or affect or any provision of this Agreement shall be settled by arbitration if so requested by either party in writing. The arbitration decision will be binding upon the parties. The cost of such arbitration shall be shared equally between the parties.

9 **Termination or Suspension of Performance.** This Agreement may be terminated under the following conditions:

9.1 By mutual consent of both parties; or

9.2 By either party on 30 days' written notice.

Any termination of this contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to the notice of termination;

- 10 **Integration Clause**. The foregoing represents the entire agreement between the parties and any prior understanding or representations of any kind preceding the date of this Agreement shall not be binding upon the other party except to the extent incorporated in this Agreement.
- 11 **Modifications**. No modification of this Agreement shall be binding upon the parties unless reduced to writing.

13. **Signatures.**

FOR THE DISTRICT

FOR THE CITY OF PRINEVILLE

\_\_\_\_\_

\_\_\_\_\_

Superintendent

Steve Forrester, City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**RESOLUTION NO. 1566  
CITY OF PRINEVILLE, OREGON**

**A RESOLUTION AUTHORIZING THE CITY OF PRINEVILLE TO ENTER INTO AN  
INTERGOVERNMENTAL AGREEMENT WITH CROOK COUNTY FOR GIS  
SUPPORT**

**Whereas**, Crook County (“County”) is able to provide GIS support for the City of Prineville (“City”) for the acquisition, development, maintenance, updating, processing and configuration of mapping data for the Prineville Public Safety Answering Points (PSAP) (“Services”); and

**Whereas**, County has prepared an Intergovernmental Agreement (“Agreement”) to perform the aforementioned services; 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 County is hereby approved and that the Mayor and the City Manager are authorized and instructed to sign such Agreement on behalf of the City.

Approved by the City Council this \_\_\_\_ day of June, 2023.

\_\_\_\_\_  
Rodney J. Beebe, Mayor

ATTEST:

\_\_\_\_\_  
Lisa Morgan, City Recorder

**AMENDMENT 5**  
**To Intergovernmental Agreement for GIS Support**

This Amendment 5 is entered into by and between Crook County, a political subdivision of the State of Oregon, acting through its GIS/IT Department (hereinafter “County”), and the City of Prineville, a municipal corporation of the State of Oregon (hereinafter “City”); collectively, County and City may be referred to as “the Parties.”

**RECITALS**

WHEREAS, County and City are parties to that certain Intergovernmental Agreement for GIS Support (hereinafter “the Agreement”) effective July 1, 2017 through June 30, 2019, for the provision of services related to the acquisition, development, maintenance, updating, processing, and configuration of mapping data for the Prineville Public Safety Answer Point (PSAP); and

WHEREAS, Amendment 1 to the Agreement was previously executed effective July 1, 2019 to extend the Agreement through June 30, 2020; Amendment 2 extended the duration through June 30, 2021; Amendment 3 extended the duration through June 30, 2022; and Amendment 4 extended the duration through June 30, 2023; and

WHEREAS, and the Parties wish to continue the terms of the Agreement as modified by this Amendment 5.

**AGREEMENT**

NOW, THEREFORE, in exchange for the mutual covenants contained below, the Parties agree as follows:

Section One: The Recitals listed above are incorporated herein by reference.

Section Two: The duration of the Agreement is amended to continue until terminated according to its terms.

Section Three: The County’s quarterly disbursements to the City will be as per OEM project funding in that fiscal year (July 1 – June 30).

Section Four: Except as amended by this Amendment 5, all other terms of the Agreement remain in full force and effect.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, City and County have executed this Amendment 5 effective on July 1, 2023.

**CITY OF PRINEVILLE**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Date

**CROOK COUNTY**

*Seth Crawford*  
\_\_\_\_\_  
Signature

*Seth Crawford, County Judge*  
\_\_\_\_\_  
Print Name & Title

*6/21/23*  
\_\_\_\_\_  
Date

**RESOLUTION NO. 1567  
CITY OF PRINEVILLE, OREGON**

**A RESOLUTION AUTHORIZING THE CITY OF PRINEVILLE TO APPROVE  
AMENDMENT 5 TO INTERGOVERNMENTAL AGREEMENT BETWEEN CROOK  
COUNTY AND THE CITY OF PRINEVILLE FOR MANAGEMENT OF CROOK  
COUNTY/PRINEVILLE AIRPORT**

- A. City of Prineville (“City”) and Crook County (“County”) executed an Intergovernmental Agreement effective September 23, 2011 (“Agreement”), for City to provide services with respect to the management of the Crook County/Prineville Airport (“Airport”); and
- B. The Agreement has been modified and extended pursuant to Intergovernmental Agreement Extension with Respect to Management of the Crook County/Prineville Airport and Amendment 2 to Intergovernmental Agreement for Management of the Crook County/Prineville Airport; and Amendment 3 to Intergovernmental Agreement for Management of the Crook County/Prineville Airport; and Amendment 4 to Intergovernmental Agreement for Management of Crook County/Prineville Airport.
- C. The City and County are negotiating a new Intergovernmental Agreement and require an extension to the Agreement.
- D. County has prepared an Amendment to Intergovernmental Agreement (“Amendment”) for City’s consideration.
- E. City staff believes it is in the best interest of the City to approve and execute the Amendment.

**Now, Therefore,** the City of Prineville resolves that the Amendment 5 to Intergovernmental Agreement Between Crook County and the City of Prineville attached to this Resolution between the City and County is hereby approved and that the Mayor and the City Manager are authorized and instructed to sign such Agreement on behalf of the City.

Approved by the City Council this \_\_\_\_ day of June, 2023.

\_\_\_\_\_  
Rodney J. Beebe, Mayor

ATTEST:

\_\_\_\_\_  
Lisa Morgan, City Recorder

**AMENDMENT 5 TO  
INTERGOVERNMENTAL AGREEMENT BETWEEN  
CROOK COUNTY AND THE CITY OF PRINEVILLE**

This Amendment 5 to Intergovernmental Agreement between Crook County and the City of Prineville (“Amendment 5”) is made and entered into the date last signed below and effective July 1, 2023, by and between the City of Prineville, a municipal corporation in the State of Oregon, hereinafter referred to as “City,” and Crook County, a political subdivision of the State of Oregon, hereinafter referred to as “County.”

**RECITALS**

**WHEREAS**, the parties hereto executed Intergovernmental Agreement between Crook County and the City of Prineville effective September 23, 2011 (“Agreement”), for City to provide services with respect to management of the Crook County/Prineville Airport; and

**WHEREAS**, the Agreement has been modified and extended pursuant to Intergovernmental Agreement Extension with Respect to Management of the Crook County/Prineville Airport; Amendment 2 to Intergovernmental Agreement for Management of the Crook County/Prineville Airport; Amendment 3 to Intergovernmental Agreement for Management of the Crook County/Prineville Airport; and Amendment 4 to Intergovernmental Agreement for Management of Crook County/Prineville Airport; and

**WHEREAS**, the Agreement, as modified, terminates on June 30, 2023; and

**WHEREAS**, the parties hereto desire to extend the term of the Agreement.

**AMENDMENT TERMS**

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

**1. Extended Term.**

The term of the Agreement shall be extended through December 31, 2023, unless sooner terminated in accordance with Section 2 of the Agreement.

**2. Reaffirmation of Intergovernmental Agreement.**

Except as modified by this Amendment 5, all terms and conditions of the Agreement and any prior amendments are reaffirmed and remain unmodified and in full force and effect.

**3. Counterparts.**

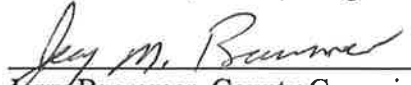
This Amendment 5 may be executed in one or more counterparts, including electronically transmitted counterparts, which when taken together, shall constitute one in the same original. Facsimiles and electronic transmittals of signed documents shall be binding as though they were an original as such signed document.

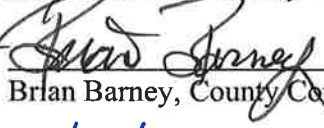


The parties have executed this Amendment 5 as of the dates below, effective July 1, 2023, and agree that this Amendment 5 shall be attached to the Agreement.

CROOK COUNTY COURT

  
Seth Crawford, County Judge

  
Jerry Brammer, County Commissioner

  
Brian Barney, County Commissioner

6/21/23  
Date

CITY OF PRINEVILLE

\_\_\_\_\_  
Jason Beebe, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Steve Forrester, City Manager

\_\_\_\_\_  
Date

**RESOLUTION NO. 1568  
CITY OF PRINEVILLE, OREGON**

**A RESOLUTION AUTHORIZING THE CITY OF PRINEVILLE TO ENTER INTO A  
CONTRACT WITH NOBLE 9-1-1 FOR THE PURCHASE, INSTALLATION AND  
MAINTENANCE OF A 9-1-1 TELEPHONE SYSTEM**

RECITALS

- A. The City of Prineville (“City”) by and through its Police Department operates the Public Safety Answering Point (“PSAP”) for Crook County.
- B. Oregon Emergency Management (“OEM”) administers the 9-1-1 program within the State of Oregon and establishes standards for Call Taking Customer Premise Equipment (“CPE”).
- C. The City’s 9-1-1 CPE is approximately five (5) years old and become end-of-life. The current maintenance contact will terminate on June 30, 2023.
- D. OEM has advised PSAP’s that they are developing a set of vendor standards to provide guidance to PSAPs when selecting an equipment vendor to provide CPE. OEM has advised the City that these standards are based on pricing guidelines established by the Houston-Galveston Area Council Procurement Program (“H-GAG”).
- E. Noble 911 is an Oregon based Telecommunications Company that is a listed vendor on the H-GAG competitive procurement contract, which is approved by OEM.
- F. The City previously selected Noble 911 as a vendor to provide CPE in accordance with vendor standards. Noble 911 has provided a pricelist based on H-GAC pricing for the CPE that is at the end of its life. Noble 911 has met the OEM standards and can begin replacing the equipment upon contract approval.
- G. The City requested that Noble 911 provide the City a quote to furnish the City CPE. Noble 911 provided a quotation in the form of a hybrid goods and professional services contract. The total amount of the contact for a 7-year term was in the amount of \$771,774.64, with \$209,308.00 being professional services and \$562,466.64 being equipment.
- H. Failure of the City to move forward expeditiously with replacing its 9-1-1 telephone system CPE may cause an emergency because of a substantial risk of interruption of the 9-1-1 system.
- I. City Staff believes it is in the best interest of the City to approve and execute an Agreement with Noble 911.

**NOW, THEREFORE,** based upon the above Recitals, the City of Prineville resolves that City officials are authorized to sign the contract with Noble 911 for the replacement and maintenance of the 9-1-1 telephone system.

Approved by the City Council this \_\_\_\_ day of June, 2023.

\_\_\_\_\_  
Rodney J. Beebe, Mayor

ATTEST:

\_\_\_\_\_  
Lisa Morgan, City Recorder



# STAFF REPORT

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**MEETING DATE:** 6/27/2023 **PREPARED BY:** Sam McKenzie

**SECTION:** Resolutions **DEPARTMENT:** 911 Dispatch

**CITY GOAL:** Fiscal Responsibility, Provide Quality Municipal Service & Programs

**SUBJECT:** Award of Contract to Noble 911Services LLC

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## REASON FOR CONSIDERATION:

### BACKGROUND:

#### 9-1-1 Telephone Equipment

The City's 9-1-1 telephone system is at the end of its service life and is scheduled for replacement in July of 2023. At that time the City's current maintenance contract with the vendor of the equipment expires.

Best practices dictate that this system is kept current with supported hardware and a maintenance contract in place.

The State of Oregon through Oregon Emergency Management (OEM) pays for certain equipment which is relevant to the 9-1-1 call-taking system. In 2016 Oregon Administrative Rules (OAR) changed to allow 9-1-1 phone systems to be provided by either the incumbent local exchange carrier (Phone Company) or through any other provider that meets the standards set forth by OEM. In 2016, the City of Prineville replaced its 911 call taking phone system with a system provided by Noble 911 exercising the option to have equipment provided by a company that was not the local exchange carrier. In 2022 OEM established CPE pricing guidelines based on the Huston-Galveston Area Council (H-GAC) Procurement Program.

Noble 9-1-1 is an Oregon based Telecommunications Company. The City of Prineville has experienced acceptable support and service from Noble 9-1-1 over the last contract period and wishes to renew this support arrangement. Noble 9-1-1 is a listed vendor on the HGAC competitive procurement contract. Noble 9-1-1 was selected as the vendor for Deschutes County 9-1-1 in 2022 and installed a similar system to the one proposed for the City of Prineville.

Oregon Emergency Management has advised the City that they will provide the City with an amount that they deem appropriate for reimbursement of the costs to procure and install the 9-1-1 telephone system based upon OEM's hardware reimbursement policy.

The City has also included contract language that Noble 9-1-1 shall comply with the H-GAC pricing standards set forth by OEM, so that the City and Noble 911 will be in compliance with OAR.

**FISCAL IMPACT:**

The amount of the contract to be awarded to Noble 9-1-1 is \$771,774.64 for the life of the contract, which includes 7 years of system maintenance. The City expects OEM to authorize a "not to exceed" amount from State of Oregon 9-1-1 equipment funds.

The contract total value, amounts reimbursed from the state, and additional funds for non-reimbursable expenditures have been identified and are within budget appropriations of the BN25 Emergency Dispatch fund budget.

**RECOMMENDATION:**

Staff recommends approval of Resolution # 1567 in order to execute contract with Noble 9-1-1 contingent upon the "not to exceed" amounts being received from the State of Oregon in order to contract this purchase prior to the current system becoming no longer supported by the manufacturer.

State of Oregon reimbursement "not to exceed" amounts are 46% of the total costs of the Noble 911 quote and 57% of allowable based on the current OEM PSAP equipment standards. OEM has stated that as they update the state standards the reimbursement will increase when the new equipment is included.