



Location: City Hall – Council Chambers
Date: June 22, 2021
Time: 6:30 PM

City Council Meeting Agenda

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

This meeting shall be open to the public at City Hall Council Chambers located at 387 NE Third Street, Prineville, Oregon and also may be attended by telephone by calling 346.248.7799, Meeting ID 947 539 2608. In an effort to eliminate the exposure and spread of COVID-19, all Oregon rules and regulations regarding COVID-19 shall be followed, including applicable social distancing and capacity requirements. Please visit our website for additional meeting information.

Call to Order

Flag Salute

Additions to Agenda

Consent Agenda

- [1.](#) Regular Meeting Brief 6-8-2021

Visitors, Appearances and Requests

Council Business

- [2.](#) Reading of Proclamation - 2021 The Re-Ride Year of the Cowboy - Mayor Beebe
- [3.](#) Reading of Proclamation - June Pride Month - Mayor Beebe
- [4.](#) Intent to Award 2021 Street Rehab Project - Scott Smith

Staff Reports and Requests

5. City Manager's Report - Steve Forrester

Committee Reports

Ordinances

- [6.](#) Ordinance No. 1265 - Amending Chapter 30, 90 & 153 of the Prineville Code for Compliance with ADA Language **(FIRST PRESENTATION)** - Josh Smith
- [7.](#) Ordinance No. 1266 - Amending Chapter 153 of the Code to Update Review Process for ADU's and Partitions - **(FIRST PRESENTATION)** - Josh Smith



Resolutions

- [8.](#) Resolution No. 1490 - Adopting a Supplemental Budget FY 2020-2021 - **PUBLIC HEARING** - Liz Schuette
- [9.](#) Resolution No. 1491 - Making Appropriation Adjustments to FY 2020-2021 - Liz Schuette
- [10.](#) Resolution No. 1492 - Adopting Budget and Making Appropriations for BN 2022-2023 - Liz Schutte
- [11.](#) Resolution No. 1493 - Imposing and Categorizing Taxes for the 2021-2022 Fiscal Year of the BN 2023 Budget - Liz Schuette
- [12.](#) Resolution No. 1494 - Imposing and Categorizing Taxes for the 2022-2023 FY of the BN 2023 Budget - Liz Schutte
- [13.](#) Resolution No. 1495 - Declaring the City of Prineville's Election to Receive State Revenue Sharing (**PUBLIC HEARING**) - Liz Schuette
- [14.](#) Resolution No. 1496 - Establishing Fees and Charges for the City of Prineville FY 2021-2022 (**PUBLIC HEARING**) - Liz Schuette
- [15.](#) Resolution No. 1497 - Authorizing Approval of a Grant Exchange Agreement with ODOT - Jered Reid

Visitors, Appearances and Requests

Adjourn

Agenda items maybe added or removed as necessary after publication deadline



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

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

City Council Meeting Brief
June 8, 2021

Council Members Present:

Jason Beebe
Patricia Jungmann
Gail Merritt
Ray Law

Steve Uffelman
Jeff Papke

Council Members Absent

Janet Hutchison

Additions to the Agenda

Moving Item No. 6 – City Re-Opening Plan to the top of Visitors, Appearances and Requests, and adding Consideration of Crooked River Round Up Re-Ride 75 Proclamation to after “If I Were Mayor” contest winner.

Consent Agenda

1. Regular Meeting Brief 5-25-2021
2. Sayulita Mexican Cuisine Liquor License Application

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

Visitors, Appearances and Requests:

3. City Facility Re-Opening Plan

Jered Reid, City Attorney explained the plan is to resume to in person for the June 22nd Council meeting. Will still go forward with in person with capacity and distancing limits unless the 70% vaccination rate happens. Live streaming will cease and public comment will remain the same. City hall is planning on opening June 21st with hopes that it will be back to normal but will still remain the same depending on restrictions at that time.

4. If I Were Mayor Contest Winner – Brandi Ebner / Cecily Cooper

Brandi Ebner, Crook County Foundation (CCF) Executive Director provided background on CCF and the history of the League of Oregon Cities “If I were Mayor” contest. Cecily Cooper was the winner and submitted her video on to the state competition. Miss Cooper’s video was played for Council.

Ms. Ebner introduced Miss Cooper and asked her to talk about why she chose the topics she did in her video.

Miss Cooper talked about smoking and vaping and wanting to ban both in downtown Prineville for a healthier community. Mental health help is needed for youth and a dog agility course is her passion and has her own business.

Mayor Beebe thanked Miss Cooper for her passion for her community. Councilor Papke asked if she saw an elected position in her future. Miss Cooper said she hopes to do so, though not sure which one. Council commented on how well done her presentation was and to keep pursuing her passion.

Mayor Beebe announced that he just received word that Miss Cooper got third place in the state contest.

5. Consideration of Proclamation – Crooked River Round Up Re-Ride 75 – Jason Snider

Jason Snider, Crooked River Round Up Board President explained how Council passed the Year of the Cowboy proclamation last year in honor of their 75th anniversary and then the rodeo had to be cancelled due to COVID-19. This year the rodeo will go on and they would like to reignite the 75th anniversary proclamation. Mr. Snider thanked the city for all of the support.

Mayor Beebe said he would be the sponsor for the proclamation and thanked Mr. Snider for all the hard work.

Councilor Papke recommended that anyone looking to volunteer should, because they will really enjoy it.

Mr. Snider explained how to sign up for volunteering and that entries for the rodeo are up 40% this year.

6. Consideration of Proclamation – Pride Month – Robyn Loxley

Ms. Loxley said that June is the month of Pride and her group is looking for Pride Month support through a declaration or proclamation.

Ms. Loxley provided an overview of some of the activities the group has done in the past and the plans they have this year and invited the council to the activities. Ms. Loxley added that she would like a council member or the Mayor to read the proclamation.

Councilor Papke said he would like the proclamation more inclusive and to work on the language.

Councilor Jungmann thanked Ms. Loxley for her work in mental health.

7. Humane Society of the Ochocos (HSO) Update – Heather O’Daniel

Heather O’Daniel, HSO Executive Director wanted to give an update on where they were, where they are and where they are going and went through the HSO background. Mrs. O’Daniel explained that they have a strong board of directors and went through staff members at different facilities.

Mrs. O’Daniel talked about additional services they offer including a pet food pantry, job help, clothing help, practice interviewing.

Discussions continued regarding: COVID, foster families, and adoption rates. The shelter was built many years ago as a temporary shelter and there is a need for a new shelter which is moving forward. There is a need for funding and they have various fund raising events.

Mrs. O’Daniel asked council to consider a \$500 a month increase.

There will be a fund raiser at Carey Foster Hall and the annual golf tournament on September 25th and would love to see a city team up there.

Mayor Beebe talked about being up there a couple weeks ago and they are in need and knows where they are coming from.

Councilor Law recognizes the need and hopes the city can do something, he loves what they do and the foster program.

Mrs. O’Daniel thanked everyone for their time.

Public Appearances

No written comments were received.

Council Business

**8. Upcoming Ordinance No. 1265 – ADA Code Updates (PUBLIC HEARING ONLY)
– Josh Smith**

Mr. Reid explained how the public hearing will be conducted.

Josh Smith, Planning Director provided a brief presentation for the amendments stating that this is to update some ADA terminology. Proper notice was given. PC recommended approval.

Exhibit A shows track changes and is split in to two parts. Josh talked about the ADA plan and the amendments will come back in two separate ordinances. One will be minor terminology changes and the other will be for land use. Mr. Smith proceeded through the land use updates.

No questions or concerns for council.

Mayor Beebe opened the public hearing portion of the meeting.

No one on line. No written comments received.

Mayor Beebe closed the public hearing.

Staff Reports and Requests:

9. Manager’s Report – Steve Forrester

Mr. Klann reported: Meadow Lakes is looking good, Police Department is settling in and happy, Railroad is busy, and provided an overview of recent grants received. The biomass project continues to move forward and he was able to spend time with Rob Broberg who will help line up woody mass which would also result in more traffic for railroad.

No comments or questions.

Committee Reports

None.

Ordinances:

10. Ordinance No. 1264 – Partial Vacation of NW Beaver Street (SECOND PRESENTATION) – Josh Smith

Mr. Smith explained that nothing had changed since the first presentation.

There were no questions.

Councilor Merritt made motion to approve Ordinance No 1264 for its second presentation. Motion seconded. No discussion on motion. All in favor, motion carried.

Resolutions:

11. Resolution No. 1489 – Authorizing the City to Enter Into an IGA with Oregon Department of Forestry (ODF) – Kelly Coffelt

Mr. Reid provided the background information explaining that we rent out areas of the airport for ODF to conduct their operations and in consideration, pays a monthly fee for this.

Councilor Papke made motion to approve Resolution No. 1489. Motion seconded. No discussion on motion. All in favor, motion carried.

12. Resolution No 1490 – Vacating Resolution No. 1482 & Resolution No. 1453 Regarding Meeting Guidelines – Jered Reid

Mr. Reid explained the purpose of this resolution is to vacate the two resolutions that have COVID-19 city and meeting guidelines.

There were no questions.

Councilor Jungmann made a motion to approve Resolution No. 1490. Motion seconded. No discussion on motion. All in favor, motion carried.

Visitors Appearances and Requests:

No written comments were received.

Adjourn

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

Meeting adjourned at 7:40 P.M.

Motions and Outcomes:

Motion:	Outcome	Beebe	Hutchison	Jungmann	Law	Merritt	Papke	Uffelman
Consent Agenda	PASSED	Y	-	Y	Y	Y	-	Y
Ordinance No. 1264 – Partial Vacation of NW Beaver Street (SECOND PRESENTATION)	PASSED	Y	-	Y	Y	Y	Y	Y
Resolution No. 1489 – Authorizing the City to Enter Into an IGA with Oregon Department of Forestry	PASSED	Y	-	Y	Y	Y	Y	Y
Resolution No 1490 – Vacating Resolution No. 1482 & Resolution No. 1453 Regarding Meeting Guidelines	PASSED	Y	-	Y	Y	Y	Y	Y
Adjourn Meeting	PASSED	Y	-	Y	Y	Y	Y	Y

Public Records Disclosure

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

PROCLAMATION

Proclaiming "2021 75th Re-Ride Year of the Cowboy"

WHEREAS, The Crooked River Roundup was founded in Prineville by Ranchers, Farmers and Local Businessmen in 1945 as a community organization with the goals of preserving the Western Heritage, creating economic well-being for the community and supporting a facility in Prineville for use in the Western Lifestyle.

WHEREAS, The members of the Crooked River Roundup are dedicated to upholding and passing to the next generation the ideals of freedom, community and the western way of life.

WHEREAS, the Crooked River Roundup has favorably touched many lives, businesses, organizations, and charities over the past 75 years.

WHEREAS, The Crooked River Roundup celebrated its 75th anniversary of it's founding in 2020 and will be Re-Riding its 75th anniversary in 2021.

NOW, THEREFORE, I, Rodney Jason Beebe, Mayor of the City of Prineville, do hereby proclaim the year 2021 as "The Re-Ride Year of The Cowboy" and call upon the people of Prineville to recognize and participate in this special observance.

**IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official seal of City of Prineville
on this 22nd Day of June, 2021.**



Rodney Jason Beebe, Mayor

PROCLAMATION

WHEREAS, our nation was founded on the principle of equal rights for all people, but the fulfillment of this promise has been long in coming for many Americans. Some of the most inspiring moments in our history have arisen from the various civil rights movements that have brought one group after another from the margins to the mainstream of American society; and

WHEREAS, in the movement toward equal rights for lesbian, gay, bisexual, transgender, queer, questioning, intersex, asexual, two spirit and others, a historic turning point occurred on June 28, 1969, in New York City, with the onset of the Stonewall Riots. During these riots, LGBTQ+ citizens rose up and fought against the discriminatory criminal laws that have since been declared unconstitutional; and

WHEREAS, LGBTQIA+ pride celebrations have taken place around the world every June to commemorate the beginning of the Stonewall Riots; and

WHEREAS, June is celebrated as LGBTQIA+ Pride Month worldwide; and

WHEREAS, Prineville Oregon has a growing community dedicated to showing people that they can be free, proud, and do not have to apologize for who they are, no matter what their sexual orientation, gender identity, ethnicity, religion, cultural background and or profession; and

WHEREAS, everyone should be able to live without fear of prejudice, discrimination, violence and hatred and feel that the space they live in is a safe space for all people to be free and comfortable in their identity and how they choose to express it.

NOW THEREFORE I, RODNEY J. BEEBE, MAYOR OF THE CITY OF PRINEVILLE OREGON, do hereby proclaim the month of June Pride Month and urge all residents to respect and honor our diverse community and celebrate and build a culture of inclusiveness and acceptance.



Rodney J. Beebe
Mayor, City of Prineville



STAFF REPORT

MEETING DATE: 6/22/2021

PREPARED BY:
Scott Smith

SECTION: Council Business

DEPARTMENT: Public Works

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

SUBJECT: Intent to Award 2021 Street Rehabilitation Project

REASON FOR CONSIDERATION: Intent to Award 2021 Street Rehabilitation Project

BACKGROUND: The City of Prineville held a mandatory pre-bid meeting May 27, 2021 for the 2021 Street Rehabilitation project. The pre-bid meeting was attended by 3 Central Oregon paving contractors. Knife River, High Desert and Tri County. Project details were discussed along with notice to proceed and completion dates. A map of selected streets is attached. We will also be completing the Rails to Trails project from NE Juniper to N Main. My estimate for the project is \$555,000.00

Bid opening was Thursday June 17 at 2pm. We received only 1 bid and it was from Tri County Paving in the amount of \$522,746.00

FISCAL IMPACT: \$522,746.00 in Transportation

RECOMMENDATION: City Council approve the intent to award the 2021 Street Rehabilitation project to Tri County Paving of Redmond Or. In the amount of \$522,746.00

ORDINANCE NO. 1265

AN ORDINANCE AMENDING CHAPTER 30, 90 & 153 OF THE CODE OF PRINEVILLE (“CODE”) TO UPDATE SECTIONS FOR COMPLIANCE WITH ADA LANGUAGE.

WHEREAS, City of Prineville (“City”) staff compiled amendments to the City’s land use code (Chapter 153 of the Code) for review by the City Planning Commission during a workshop on April 20, 2021; and

WHEREAS, pursuant to Section 153.252.020 of the Code, required notice was submitted to the Department of Land Conservation and Development and published 10 days prior to the initial public hearing scheduled for May 18, 2021; and

WHEREAS, on May 18, 2021, the City Planning Commission held a public hearing, consented to the amendments, and recommended the City Council approve the proposed land use amendments as shown on Exhibit A attached hereto and by this reference made a part hereof; and

WHEREAS, pursuant to Section 153.252.020 of the Code, required notice was published 10 days prior to the City Council hearing of a legislative change scheduled for June 8, 2021; and

WHEREAS, on June 8, 2021 the City Council held a public hearing on the amendments shown on Exhibit A; which included amendments to Chapters 30 and 90 not subject to Planning Commission review and notice.

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

1. That Chapters 30, 90 & 153 of the Code of Prineville are amended as shown on Exhibit A.
2. That this ordinance become effective thirty (30) days after its passage.

Presented for the first time at a regular meeting of the City Council held on June 22, 2021, and the City Council finally enacted the foregoing ordinance this ____ day of July, 2021.

Rodney J Beebe
Mayor

ATTEST:

Lisa Morgan, City Recorder

**CHAPTER 30: CITY COUNCIL, CHAPTERS 90 ANIMALS,
153: LAND DEVELOPMENT CODE
Updating sections for compliance with ADA language.**

Section 30.10(A) & (B) shall be amended as follows:

30.10 PUBLIC MEMBERS ADDRESSING COUNCIL

(A) Any public member desiring to address the Council shall wait to be recognized by the presiding officer. After recognition, the person’s name and address shall be stated for the record and the remarks shall be limited to the question under discussion. All remarks and questions shall be addressed to the presiding officer and not to any individual Council member, staff member or other person. No person shall enter into any discussion without being recognized by the presiding officer.

(B) Any public member addressing the Council shall be limited to five minutes unless further time is granted by the presiding officer or an exception is made for persons with disabilities. No public member shall be allowed to speak more than once upon any one subject until every other public member choosing to speak thereon has spoken.

...

Section 90.02(B) shall be amended as follows:

90.02 PROHIBITIONS.

No person, while on property owned by, leased to, or controlled by the City of Prineville, shall possess or be in control of a dog that meets any of the following conditions:

...

(B) Is not controlled by a leash adequate for the dog; of less than 10 feet in length. Exceptions include service animals and designated off-leash areas.

...

Section 153.083(A)(5) shall be amended as follows:

153.083 STANDARDS FOR SPECIFIC USES.

(A) Residential care facility or residential care home. When permitted as a conditional use, the facilities shall be subject to the following conditions and limitations:

...

(5) Appropriate facilities and access for people with disabilities shall be provided and/or installed as recommended by the appropriate local, county or state officials.

...

Section 153.093 (B), (C) & (E)(1) shall be amended as follows:**153.093 OUTDOOR MERCHANDISING.**

...

(B) Prohibition. Except as otherwise approved by the reviewing authority, all commercial uses shall be conducted entirely within a completely enclosed building, except that the outdoor storage display, sale or rental of merchandise or services may be permitted where the standards of division (D) of this section are met.

(C) The following uses and activities, subject to applicable conditions and division (E) of this section, are exempt from the prohibition set forth in division (B) of this section.

- (1) The sale of living plants and plant materials.
- (2) Outdoor seating common to a use permitted within the applicable zone.
- (3) Christmas tree sales lot.
- (4) Vehicle charging stations and/or dispensing fuel at a service stations.
- (5) Newspaper vending.
- (6) Sales of food items, arts and handicrafts by a nonprofit organization.
- (7) Automatic teller machines, subject to the design review requirements set forth in this subchapter.

(8) Outdoor displays of merchandise common to a use permitted within the applicable zone such as retail store fronts, automobile sales, boat sales, building materials, farm and other heavy equipment, hardware and the like, when such is approved as an integral component of an approved use within the applicable zone.

(9) Outdoor sales of goods and materials as a part of a business community sidewalk, patio or other promotional sales event.

(10) Community outdoor sales events and activities in association with a community event such as a 4th of July celebration, fair, rodeo, centennial and the like.

(11) Garage, patio and yard sales on an individual or group basis, including community sponsored flea or farmers markets.

(12) Outdoor sales or goods and materials authorized pursuant to Ch. 110.

...

(E) The following additional requirements are applicable to certain types of outdoor merchandising.

(1) Displays or merchandise placed on a public or private sidewalk, walkway or path shall be located so that the use of the area by people with disabilities is not impeded. This standard shall be met by maintaining the minimum requirements of the Adults with Disabilities Act (ADA) as amended.

...

Section 153.095(F)(4)(a)(b) & (5) shall be amended as follows:

153.095 MANUFACTURED HOMES; MOBILE HOMES; RV'S.

(F) Recreational vehicles and Manufactured homes: temporary residence for care of an elderly or infirm person; or person with disabilities.

...

(4) As a temporary special use permit in every zone in which residential uses are permitted, the City Planning Official, as a type I conditional use permit, may approve 1 manufactured home or RV in conjunction with a primary dwelling unit with the following findings and limitations.

(a) That the unit is necessary to give care for or provide custody of an elderly or infirm person; or person with disabilities, who a medical doctor certifies is in need of this special kind of care or custody.

(b) The applicant and permit holder is the owner and resident of the primary dwelling and is the care provider for the person for which the special use permit is granted.

...

(5) A temporary special use permit granted under this subsection shall be null and void when the elderly or infirm person; or person with disabilities who is the subject of the permit moves to another residence or is absent from the residence for more than 120 days, or leaves the residence with no likelihood of returning. Exception to the 120-day limit may be approved because of extraordinary circumstances such as extended hospitalization, but in any case, the subject unit shall not be occupied by any other person(s) other than originally intended and approved for.

ORDINANCE NO. 1266

AN ORDINANCE AMENDING CHAPTER 153 OF THE CODE OF PRINEVILLE (“CODE”) TO UPDATE REVIEW PROCESS FOR ADUs & PARTITIONS.

WHEREAS, City of Prineville (“City”) staff compiled amendments to the City’s land use code (Chapter 153 of the Code) for review by the City Planning Commission during a workshop on April 20, 2021; and

WHEREAS, pursuant to Section 153.252.020 of the Code, required notice was submitted to the Department of Land Conservation and Development and published 10 days prior to the initial public hearing scheduled for May 18, 2021; and

WHEREAS, on May 18, 2021, the City Planning Commission held a public hearing, consented to the amendments, and recommended the City Council approve the proposed land use amendments as shown on Exhibit A attached hereto and by this reference made a part hereof; and

WHEREAS, pursuant to Section 153.252.020 of the Code, required notice was published 10 days prior to the City Council hearing of a legislative change scheduled for June 8, 2021; and

WHEREAS, on June 8, 2021 the City Council held a public hearing on the amendments shown on Exhibit A.

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

1. That Chapters 153 of the Code of Prineville are amended as shown on Exhibit A.
2. That this ordinance become effective thirty (30) days after its passage.

Presented for the first time at a regular meeting of the City Council held on June 22, 2021, and the City Council finally enacted the foregoing ordinance this ____ day of July, 2021.

Rodney J Beebe
Mayor

ATTEST:

Lisa Morgan, City Recorder

CHAPTER 153: LAND DEVELOPMENT CODE
Updating review process for ADUs & Partitions.

Section 153.035 shall be amended as follows:

153.035 RESIDENTIAL USE TABLE

RESIDENTIAL / ACCESSORY USES

Accessory Dwelling	0	0	0	0	0	153.080
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Section 153.160(D) & (E) shall be amended as follows & Section (I) shall be deleted:

153.160 LAND PARTITIONING

(D) Exemption. Partitions resulting in the following are not subject to the land partitioning requirements or applicable zoning regulations set forth by this chapter. However a final plat map shall be required in accordance with State law.

(1) The partitioning of property for the purpose of transferring property or properties to a public or semi-public agency for a public road, street, railroad, electric substation, canal, utility right-of-way, public park, school, recreation facility, trail, bikeway, natural area or other similar public purpose.

(E) Filing procedures and requirements. Any person proposing a land partitioning, or the authorized agent or representative thereof, shall prepare and submit a copy of the tentative plan as specified under (E)(4) of this section, together with a digital copy and the prescribed application form and required filing fee, to the City Planning Official.

(1) Minor partitioning. The reviewing authority shall take action to either approve the application as submitted, approve with modifications or conditions, deny the application, or refer the subject application to the Planning Commission for review and action thereon. Review of a minor partition shall follow the procedures and policies for a land use action set forth in sections 153.250 et seq.

(2) Major partitioning. With an application and tentative plan for a major partitioning, the application shall be referred to the Planning Commission for review and action if 1 or more objections are received in writing during the required 14 day notice period for a land use action. The Planning Commission may approve the application as submitted, approve with modifications or conditions or deny the application.

(3) Series partitioning. Any division of land resulting in a series partitioning may be referred to the Planning Commission for review and approval. Applications for any series partitioning shall be made and processed in the same manner as a minor partitioning. Approval requirements shall be the same as for any partitioning, however, the reviewing authority shall deny any such series partitioning when it is determined that the partitioning is done for the purpose of circumventing applicable subdivision regulations.

RESOLUTION NO. 1490

A RESOLUTION ADOPTING A SUPPLEMENTAL BUDGET AND MAKING APPROPRIATIONS FOR 2019-2021 BN

WHEREAS, the City of Prineville is in need of a supplemental budget for the biennial budget 2019-21, commencing July 1, 2019, and

WHEREAS, discussion to adopt the supplemental budget was held before the City Council on June 22nd, 2021.

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

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 \$5,624,050.
2. That the additional amounts for the fiscal year beginning July 1, 2019, and for the purposes shown below are hereby appropriated as follows:

Summary of Supplemental Budget BN 2020-2021

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

General Fund

Expenditures (proposed changes)		
Non-Departmental	\$	3,995,000
Contingency / Other Requirements	\$	1,407,386
Revised Total Fund Expenditures	\$	16,504,486
Resources (proposed changes)		
Intergovernmental Revenue	\$	1,960,000
Revised Total Fund Resources	\$	16,504,486

To adjust Non-departmental to allow for unanticipated biomass project expenditures of \$310,000, unanticipated CDBG - housing rehab loans totaling \$22,000, additional transfers for the Barnes Butte Master Plan of \$50,000 and additional transfers to reimburse other funds for allowable costs associated with the American Rescue Plan dollars of approximately \$1.1 million. These expenditures were not anticipated at the time the budget was adopted and are largely being reimbursed through grants and stimulus monies and the remaining coming out of contingency.

Railroad Fund

Expenditures (proposed changes)		
Materials and Services	\$	655,000
Capital outlay	\$	520,000
Contingency	\$	1,012,093
Revised Total Fund Expenditures	\$	3,115,793
Resources (proposed changes)		
Charges for Services	\$	1,375,000
Use of Money and Property	\$	360,000
Miscellaneous	\$	215,000
Intergovernmental	\$	20,000
Revised Total Fund Resources	\$	3,115,793

To adjust expenditures to cover additional costs not anticipated in materials and services for locomotive repairs, signal maintenance, contract employees and building maintenance costs, and to cover capital expenditures associated with track repairs not anticipated at budget time. These costs will be covered through an increase in charges for services largely associated with an increase in freight depot rent, an increase in storage charges, a Business Oregon grant and an increase in miscellaneous revenues not anticipated at budget time.

Water Fund

Expenditures (proposed changes)		
Materials and Services	\$	1,775,000
Capital outlay	\$	1,400,000
Transfers	\$	2,901,700
Contingency / Other Requirements	\$	583,020
Revised Total Fund Expenditures	\$	7,048,920
Resources (proposed changes)		
Charges for Services	\$	6,050,000
Intergovernmental	\$	2,550
Transfers	\$	360,100
Revised Total Fund Resources	\$	7,048,920

To adjust expenditures to cover additional materials and services costs not anticipated at budget time associated with consulting for system master plan modeling and 20 year forecasting, water meters, water rights, treatment supplies and CV-19 related expenses. To allow for unanticipated capital expenditures associated with the Habitat Conservation Plan and Crooked River Concepts, and to adjust transfers to allow for a transfer to the Water SDC Fund for the ASR project. These costs will be covered by an increase in charges for services, intergovernmental revenue and transfers associated with SDC collection not anticipated at budget time.

Wastewater Fund

Expenditures (proposed changes)		
Personnel Services	\$	291,000
Contingency / Other Requirements	\$	1,496,116
Revised Total Fund Expenditures	\$	11,812,016

To adjust expenditures to cover additional personnel services costs not anticipated at budget time. These costs will be covered by a decrease in contingency.

Transportation SDC Fund

Expenditures (proposed changes)		
Transfers	\$	85,000
Contingency	\$	944,153
Revised Total Fund Expenditures	\$	4,749,153
Resources (proposed changes)		
System development charges	\$	1,677,000
Revised Total Fund Resources	\$	4,749,153

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

Water SDC Fund

Expenditures (proposed changes)		
Capital outlay	\$	13,800,000
Transfers	\$	760,000
Debt Service	\$	40,000
Contingency	\$	1,061,123
Revised Total Fund Expenditures	\$	15,661,123
Resources (proposed changes)		
System development fees	\$	7,900,000
Debt Proceeds	\$	3,024,900
Transfers	\$	2,459,800
Revised Total Fund Resources	\$	15,661,123

To adjust expenditures to cover additional costs for the capital water project not anticipated at budget time, to allow for debt service expenditures associated with the close out of the ASR project and to adjust transfers to the administrative funds to capture the five percent administrative fee for additional dollars collected. These costs will be covered by a transfer from the wastewater SDC fund for reimbursement of the wastewater portion of the ASR project, debt proceeds and additional SDC's collected, not anticipated at budget time.

Wastewater SDC Fund

Expenditures (proposed changes)		
Materials and Services	\$	58,000
Capital outlay	\$	1,620,000
Transfers	\$	1,855,000
Contingency	\$	109,928
Revised Total Fund Expenditures	\$	3,642,928
Resources (proposed changes)		
System development fees	\$	460,000
Revised Total Fund Resources	\$	3,642,928

To adjust expenditures to cover additional costs in materials and services associated with consulting costs for the water reuse project and to allow for additional costs in capital outlay for the sewer portion of the 10th and Main St. project and to adjust transfers for the sewer portion of the ASR 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 and contingency.

Administration Fund

Expenditures (proposed changes)	
Administration / Team Services	\$ 1,766,000
Information Technology	\$ 2,500,000
Contingency /Other requirements	\$ 669,314
Revised Total Fund Expenditures	\$ 6,995,914
Resources (proposed changes)	
Charges for Services	\$ 5,865,000
Intergovernmental	\$ 258,000
Transfers from Other Funds	\$ 400,000
Revised Total Fund Resources	\$ 6,995,914

To adjust expenditures to cover additional costs not anticipated at budget time in both the Administration / Team Services Department and Information Technology associated with CV-19 related expenditures. Other expenditures requiring an adjustment in the Administration / Team Services department include diversity, equity and inclusion training. These costs will be covered by an increase in charges for services, intergovernmental revenue from the Coronavirus Relief Fund grant and transfers.

Building Facilities / Property Fund

Expenditures (proposed changes)	
Police Facility	\$ 9,600,000
CDBG - Senior Center	\$ 1,366,000
Barnes Butte Facility	\$ 371,000
Contingency /Other requirements	\$ 309,208
Revised Total Fund Expenditures	\$ 12,243,508
Resources (proposed changes)	
Intergovernmental	\$ 1,845,000
Miscellaneous	\$ 194,000
Revised Total Fund Resources	\$ 12,243,508

To adjust expenditures to cover additional costs not anticipated in the Police Facility associated with CV-19 and the completion of the new building. Other expenditures requiring an adjustment are in the Barnes Butte Department for consulting associated project planning and the paved loop plan and maintenance costs associated with weed control. These costs will be covered by an increase in intergovernmental revenue largely associated with stimulus dollars, miscellaneous revenue, and contingency.

TOTAL SUPPLEMENTAL BUDGET	\$ 5,624,050
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Adopted by the City Council this 22nd day of June, 2021

Rodney J. Beebe, Mayor

ATTEST:

Lisa Morgan, City Recorder

RESOLUTION NO. 1491
 THE CITY COUNCIL FOR THE CITY OF PRINEVILLE DOES RESOLVE AS
 FOLLOWS:

The following appropriation adjustments to the BN 2020-21 Budget for the fourth quarter of the biennial 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):

Emergency Dispatch Fund	Increase	Decrease
Capital Outlay	100,000	
Personnel Services		100,000
	100,000	100,000

To provide for additional capital outlay dollars needed for the tower upgrades and unanticipated expenses associated with ProQA software needed and used to mitigate the spread of CV-19 and decrease the personnel services budget to cover the needed funds for these costs. Dispatch was short staffed during BN 21 allowing for the decrease in the personnel services budget.

Planning Fund	Increase	Decrease
Materials and Services	15,000	
Contingency		15,000
	15,000	15,000

To provide for materials and services dollars needed for the NeighborImpact woodstove replacement program and decrease contingency to cover the needed funds for these costs. These unanticipated costs will be offset in revenue through a DEQ grant.

Public Work Support Fund	Increase	Decrease
Public Works Fleet and Vehicles	70,000	
Contingency		70,000
	70,000	70,000

To provide for the Public Works Fleet and Vehicle Department dollars needed for capital equipment and to decrease contingency to cover the needed funds for these costs.

TOTAL BUDGET APPROPRIATION ADJUSTMENTS

\$185,000

The Prineville City Council adopts the budget appropriation adjustments this 22nd day of June, 2021.

Rodney J. Beebe, Mayor

ATTEST:

Lisa Morgan, City Recorder

RESOLUTION NO. 1492

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

WHEREAS, the City of Prineville Budget Officer has prepared a budget for the City for the biennium 2022-23, commencing July 1, 2021; and

WHEREAS, the budget was approved by the Budget Committee on June 1st, 2021; and

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

THEREFORE, the City of Prineville resolves as follows:

1. That the City of Prineville does hereby adopt the budget in the sum total of \$78,902,879 said Budget now on file in the office of the City Recorder of the City of Prineville.
2. That the amounts for the biennial period beginning July 1, 2021, and for the purposes shown below are hereby appropriated as follows:

GENERAL FUND

Police	12,876,500
Non-Departmental-General	4,636,100
Contingency	2,352,079

TOTAL GENERAL FUND APPROPRIATIONS	\$ 19,864,679
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EMERGENCY DISPATCH FUND

Personnel Services	2,713,400
Material & Services	575,300
Capital Outlay	177,000
Transfers	401,000
Contingency	336,626

TOTAL EMERGENCY DISPATCH FUND	\$ 4,203,326
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TRANSPORTATION FUND

Personnel Services	526,300
Materials & Services	606,300
Capital Outlay	1,509,200
Transfers	1,035,500
Contingency	298,092
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TOTAL TRANSPORTATION FUND APPROPRIATIONS	\$ 3,975,392
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PLANNING FUND

Personnel Services	546,900
Materials & Services	88,600
Transfers	263,500
Contingency	64,220
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TOTAL PLANNING FUND APPROPRIATIONS	\$ 963,220
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PERS / POB FUND

Debt Service	632,900
Contingency/Other Requirements	1,768,318
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TOTAL PERS / POB FUND APPROPRIATIONS	\$ 2,401,218
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TRANSPORTATION SDC FUND

Materials and Services	20,000
Capital Outlay	1,900,000
Transfers	34,400
Contingency	197,345
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TOTAL TRANSPORTATION SDC FUND APPROPRIATIONS	\$ 2,151,745
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WATER SDC FUND

Capital Outlay	1,200,000
Transfers	847,200
Contingency	65,359
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TOTAL WATER SDC FUND APPROPRIATIONS	\$ 2,112,559
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WASTEWATER SDC FUND

Materials & Services	20,000
Transfers	257,200
Contingency	205,460
TOTAL WASTEWATER SDC FUND APPROPRIATIONS	\$ 482,660

CITY OF PRINEVILLE RAILROAD FUND

Personal Services	885,800
Materials & Services	584,100
Capital Outlay	205,000
Transfers	182,600
Contingency	1,328,560
TOTAL CITY OF PRINEVILLE RAILROAD FUND APPROPRIATIONS	\$ 3,186,060

AIRPORT FUND

Personal Services	297,100
Materials Services	1,028,000
Debt Service	50,000
Capital Outlay	100
Transfers	389,200
Contingency	56,036
TOTAL AIRPORT FUND APPROPRIATIONS	\$ 1,820,436

WATER FUND

Materials Services	1,751,300
Capital Outlay	1,000,000
Debt Service	669,300
Transfers	3,036,000
Contingency/Other Requirements	981,618
TOTAL WATER FUND APPROPRIATIONS	\$ 7,438,218

WASTEWATER FUND

Personal Services	509,600
Materials and Services	2,066,800
Capital Outlay	972,000
Debt Service	2,031,400
Transfers	3,911,900
Contingency/Other Requirements	1,615,324

TOTAL WASTEWATER FUND APPROPRIATIONS	\$11,107,024
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GOLF AND RESTAURANT FUND

Golf Course	1,726,800
Waste Disposal	1,113,800
Restaurant	66,200
Debt Service	245,600
Contingency/Other Requirements	658,625

TOTAL GOLF AND RESTAURANT FUND APPROPRIATIONS	\$ 3,811,025
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CITY ADMINISTRATION AND SUPPORT SERVICES

City Council	185,300
Administration/Team Services	1,838,000
Financial Services	2,166,300
Information Technology	2,193,900
Contingency	460,049

TOTAL CITY ADMINISTRATION SUPPORT SERVICES APPROPRIATIONS	\$ 6,843,549
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PUBLIC WORKS SUPPORT SERVICES FUND

Public Works Support Services	3,805,000
Public Works Fleet & Vehicles	1,025,200
Contingency	438,738

TOTAL PUBLIC WORKS SUPPORT SERVICES FUND APPROPRIATIONS	\$ 5,268,938
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BUILDING FACILITIES FUND

City Hall Facilities	540,800
Police Facilities	1,142,800
Public Works Facilities	73,000
Barnes Butte Property	788,200
Contingency/ Other Requirements	662,228

TOTAL BUILDING FACILITIES FUND APPROPRIATION	\$ 3,207,028
=====	

PLAZA MAINTENANCE FUND

Materials and Services	43,000
Transfers	4,000
Contingency	18,802

TOTAL PLAZA MAINTENANCE FUND APPROPRIATIONS	\$ 65,802
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TOTAL BUDGET **\$ 78,902,879**

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3. The Prineville City Council adopts the budget and makes appropriations.

Adopted by the City Council this 22nd day of June, 2021.

Rodney J. Beebe, Mayor

ATTEST:

Lisa Morgan, City Recorder

RESOLUTION NO. 1493
A RESOLUTION IMPOSING AND CATEGORIZING TAXES FOR THE
2021-2022 FISCAL YEAR OF THE BIENNIAL 2023 BUDGET

WHEREAS, the City of Prineville has prepared a budget for the City for the 2022-2023 biennium, commencing July 1, 2021; and

WHEREAS, the budget was approved by the Budget Committee on June 1st, 2021, and adopted by the City Council on June 22nd, 2021; and

NOW THEREFORE, the City of Prineville resolves as follows:

1. The City hereby imposes the taxes provided for in the adopted budget at the rate of \$3.0225 per \$1,000 of assessed valuation for operations and that these taxes are hereby imposed and categorized for tax year 2021-22 upon the assessed value of all taxable property within the City.

2. The taxes are categorized as follows:

General Government	\$3.0225/\$1,000
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3. This tax rate is hereby imposed and assessed prorate upon all taxable property within the City of Prineville as of 1:00 a.m., July 1, 2021. A copy of the adopted budget is on file to support Resolution No. 1492 adopting the budget and making appropriations and by this reference incorporated herein.

4. The City Manager hereby certifies to the County Assessor of Crook County, Oregon, the tax rate for operations as categorized above.

Approved by the City Council this 22nd day of June, 2021.

Rodney J. Beebe, Mayor

ATTEST:

Lisa Morgan, City Recorder

RESOLUTION NO. 1494
A RESOLUTION IMPOSING AND CATEGORIZING TAXES FOR THE
2022-2023 FISCAL YEAR OF THE BIENNIAL 2023 BUDGET

WHEREAS, the City of Prineville has prepared a budget for the City for the 2022-2023 biennium, commencing July 1, 2021; and

WHEREAS, the budget was approved by the Budget Committee on June 1st, 2021, and adopted by the City Council on June 22nd, 2021; and

NOW THEREFORE, the City of Prineville resolves as follows:

1. The City hereby imposes the taxes provided for in the adopted budget at the rate of \$3.0225 per \$1,000 of assessed valuation for operations and that these taxes are hereby imposed and categorized for tax year 2022-23 upon the assessed value of all taxable property within the City.

2. The taxes are categorized as follows:

General Government	\$3.0225/\$1,000
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3. This tax rate is hereby imposed and assessed prorate upon all taxable property within the City of Prineville as of 1:00 a.m., July 1, 2022. A copy of the adopted budget is on file to support Resolution No. 1492 adopting the budget and making appropriations and by this reference incorporated herein.

4. The City Manager hereby certifies to the County Assessor of Crook County, Oregon, the tax rate for operations as categorized above.

Approved by the City Council this 22nd day of June, 2022.

Rodney J. Beebe, Mayor

ATTEST:

Lisa Morgan, City Recorder

RESOLUTION NO. 1495

A RESOLUTION DECLARING THE CITY OF PRINEVILLE'S ELECTION TO RECEIVE STATE REVENUE SHARING

WHEREAS, the Legislature of the State of Oregon has provided for the apportionment of certain revenues to the cities of the State of Oregon; and

WHEREAS, such legislation provides that a city, in order to participate in the sharing of those certain revenues, must express an election to receive such funds, which election must be made prior to June 30 of the fiscal year; and

WHEREAS, the City of Prineville desires to receive a portion of such funds;

NOW THEREFORE, the City of Prineville resolves as follows:

1. Pursuant to ORS 221.770, the City of Prineville does hereby elect to receive its proportionate share of the revenues to be apportioned to the cities by the State of Oregon for the fiscal year 2021-22, and the City Manager of the City of Prineville is directed to take such steps as are necessary to carry out the intent of this Resolution.

Approved by the City Council this 22nd day of June, 2021.

Rodney J. Beebe, Mayor

ATTEST:

Lisa Morgan, City Recorder

I, Lisa Morgan, City Recorder, certify that a public hearing before the Budget Committee was held on June 1st, 2021, and a public hearing before the City Council on June 22nd, 2021, giving citizens an opportunity to comment on use of State Revenue Sharing.

Lisa Morgan, City Recorder

RESOLUTION NO. 1496
A RESOLUTION ESTABLISHING FEES AND CHARGES FOR THE
CITY OF PRINEVILLE FOR FISCAL YEAR 2021-2022

The Prineville City Council specifically finds that:

WHEREAS, various City Ordinances and state statutes allow the City to establish certain fees by Resolution; and

WHEREAS, the City of Prineville desires to establish and recover certain City costs from fees and charges levied in providing City services, products, and regulations; and

WHEREAS, the City Manager has caused review of all City fees and charges and determined the costs of such fees and charges; and

NOW, THEREFORE, it is hereby resolved that the fee and charge schedule attached to this Resolution as Exhibit A is hereby adopted with said fees and charges to be effective July 1, 2021, and continue in effect until modified by the Prineville City Council.

APPROVED BY THE CITY COUNCIL ON THE 22nd DAY OF JUNE, 2021

Rodney J. Beebe, Mayor

ATTEST:

Lisa Morgan, City Recorder

Rate Schedule FY 21-22								
Exhibit A								
		Base 21-22						
		Charge	Additional Charges / Comments					
1.0	Police							
1.1	Police Personnel Outside Services							
1.1.1	Sergeant	79.05	Per hour					
1.1.2	Officer	65.90	Per hour					
1.1.3	Reserve Officer	33.75	Per hour					
1.1.4	Vehicle	31.75	Per hour					
1.2	Copies of Documents / Reports							
1.2.1	Copies of Documents / Reports (Minimum Charge)	10.00	Additional fees may apply					
1.2.2	Per Page (After 10 Pages)	0.25						
1.3	Copies of CDs/DVDs	32.75	Per disc					
1.4	Tow Fees	126.00	Per vehicle, per incident					
1.5	Bicycle License	-	Per bicycle					
1.6	Burn Barrel Permits	32.75	Annual permit					
1.7	Transient Vendor's License							
1.7.1	Annual License	158.00						
1.7.2	Three Day License	35.00						
1.7.3	Thirty Day License	50.00	per 30 consecutive days					
1.8	Social Gaming License	205.00	Annual					
1.9	Liquor License							
1.9.1	New Application for Permanent License	100.00						
1.9.2	Change of Ownership	75.00						
1.9.3	Annual Renewal of Permanent License	35.00						
1.9.4	Temporary (Event)	100.00						
1.9.5	Renewal of Temporary License (Within 18 months after paying initial temporary license fee)		May be reduced to 35.00 per event under authority and discretion of the Chief of Police or his designee.					
1.10	Taxicab License							
1.10.1	Annual License	50.00						
1.10.2	Additional Vehicle	25.00						
1.11	Administrative Research	63.00	Per hour (one hour minimum)					
1.12	Alarm Monitoring							
1.12.1	Direct Alarm Monitoring	-						
1.12.2	Auto-dial Monitoring	-						
1.12.3	Alarm Response Calls							
1.12.3.1	First & Second Response Call	-				Charges for police response to alarms.		
1.12.3.2	Third Response Call	-				Charges are assessed after the second		
1.12.3.3	Fourth Response Call	-				call within the same month.		
1.12.3.4	Fifth Response Call	-						
1.13	Conference Room Rental							
1.13.1	Conference Room Rental Fee	15.00	Per four hour block	Conference room fees are waived for				
1.13.2	Multimedia / Projector Fees for Conference Room	15.00	Per four hour block	non-profit uses.				
1.13.3	Network Access (Internet) for Conference Room	25.00	Per day					
		Base 21-22						
		Charge	Additional Charges / Comments					
2.0	Community Development							
2.1	Sign Permits	3.00	Per sqft.					
2.2	Site Plan Review - New Residential Buildings							
2.2.1	1 - 2 Dwellings / Accessory Dwelling Units (ADU)	148.00						
2.2.2	Multi-family (3 - 4 Dwellings)	431.00						
2.2.3	Manufactured Home in Park	51.00						
2.2.4	Non-dwelling Addition	51.00						
2.2.5	Dwelling Addition	102.00						
2.3	Site Plan Review - New Commercial and Industrial Buildings							

2.3.1	1 - 10,000 sqft.	1,043.00					
2.3.2	10,001 - 20,000 sqft.	1,489.00					
2.3.3	20,001 - 100,000 sqft.	2,530.00					
2.3.4	100,001 sqft. and Over	3,434.00					
2.4	Site Plan Review - Commercial and Industrial Buildings						
2.4.1	Expansion of Existing Approved Outright Use < 25.00%	50.00%	of fee listed above				
2.4.2	Change of Use	153.00					
2.5	Conditional Use Permits - Residential						
2.5.1	1 - 2 Dwellings	263.00	Plus 200.00 if hearing required				
2.5.2	Accessory Dwelling Unit (ADU)	204.00	Plus 200.00 if hearing required				
2.5.3	Multi-family (5+ Dwellings)	1,788.00					
2.5.4	Manufactured Home Park	3,849.00					
2.5.5	RV Park	1,987.00					
2.5.6	Use Change	509.00					
2.6	Conditional Use Permits - Commercial and Industrial						
2.6.1	1 - 10,000 sqft.	1,391.00					
2.6.2	10,001 - 20,000 sqft.	1,987.00					
2.6.3	20,001 - 100,000 sqft.	2,934.00					
2.6.4	100,001 sqft. and Over	4,116.00					
2.6.5	Expansion of Existing Approved Conditional Use < 25.00%	50.00%	of fee listed above				
2.6.6	Change of Use	675.00					
2.6.7	Hearings Fee for Type I, II, III and IV in Addition to CUP Fee	808.00					
2.7	Other Applications						
2.7.1	Home Occupations	255.00	Plus 200.00 if hearing required				
2.7.2	Telecommunications Tower / Co-locate	3,766.00					
2.7.3	Revision / Amendment	Up to 75.00%	of new application fee				
2.7.4	Reconsideration	885.00					
2.7.5	Declaratory Ruling by Planning Director	1,106.00	Plus hearings fee if required				
2.7.6	Street Renaming	369.00	Plus cost of sign(s)				
2.7.7	Measure 49 Claim	2,470.00	Refundable if approved				
2.7.8	Miscellaneous Requests	264.00	Plus 200.00 if hearing required				
2.7.9	Other Miscellaneous Requests	Charged at actual cost per hour					
2.8	Nonconforming Use Determination						
2.8.1	Administrative	204.00					
2.8.2	Planning Commission	511.00					
2.9	Variance Application						
2.9.1	Major	1,661.00					
2.9.2	Minor	270.00	Plus 200.00 if hearing required				
2.9.3	Riparian Adjustment - Single Family and Duplex Residential	470.00					
2.9.4	Riparian Adjustment - Multi-family and Commercial	675.00					
2.10	Land Partitioning Applications						
2.10.1	Major Partition	3,484.00					
2.10.2	Minor Partition	1,788.00					
2.10.3	Boundary Line Adjustment	675.00					
2.10.4	Lot Consolidation	300.00					
2.10.5	Final BLA Plat	100.00	60.00 per lot GIS fee (see fee 2.19)				
2.10.6	Final Partition Plat	300.00	60.00 per lot GIS fee (see fee 2.19)				
2.10.7	Final Lot Consolidation Plat	100.00	60.00 per lot GIS fee (see fee 2.19)				
2.11	Subdivisions						
2.11.1	Outline Development Plan 5 Acres or Less	5,429.00					
2.11.2	Outline Development Plan Over 5 Acres	9,418.00					
2.11.3	Tentative Plans	2,796.00	Plus 22.00 per additional lot				
2.11.4	Final Plat	813.00	Plus 12.00 per lot & 60.00 per lot GIS fee (see fee 2.19)				
2.11.5	Final Plat Extensions	608.00					
2.11.6	Revision / Amendment	40.00%	of new application fee				
2.12	Comprehensive Plan Amendment						
2.12.1	Plan Amendment and / or UGB Expansion 20 Acres or Less	7,562.00					
2.12.2	Plan Amendment and / or UGB Expansion Over 20 Acres	12,797.00					
2.12.3	Text Amendment (Consistent with Intent of Comprehensive Plan)	6,050.00					

2.13	Zoning Ordinance Amendment						
2.13.1	Ordinance Text Amendment	5,317.00					
2.13.2	Minor Ordinance Text Amendment	2,586.00					
2.13.3	Zoning / Overlay Map Amendment	2,963.00					
2.13.4	Street or Alley Vacation	1,440.00					
2.13.5	Regulating Master Plan (Mixed Use Zone)	6,366.00					
2.14	Appeals						
2.14.1	To Planning Commission	337.00					
2.14.2	To City Council	2,353.00					
2.15	Document Purchase						
2.15.1	Photocopies / Printed Reports / Documents (8.5" x 11" & 11" x 17")	0.48	Per page after first five pages				
2.15.2	Large Format Copies (Over 11" x 17")	2.26	Per page				
2.15.3	Maps	6.80	Minimum (actual costs)				
2.15.4	Fax	2.86	First page plus	1.37	Each additional page		
2.15.5	Planning Commission Agenda (One Year)	34.00	Base plus	0.68	Per page		
2.15.6	Planning Commission Agenda Packets (One Year)	340.00					
2.16	Annexation						
2.16.1	Petition to Annex	306.00					
2.17	Pre-Application Conference	50.00 per hour (after first hour), applicable to application fee					
2.18	Crook County Parks & Recreation SDC Fee	1,887.00					
	Note: Parks & Recreation fees are regulated by Crook County and are subject to change.						
2.19	GIS Fee	60.00					
	Note: GIS fees are per parcel and are subject to change by Crook County.						
		Base 21-22					
		Charge	Additional Charges / Comments				
3.0	Public Works Review Fees						
3.1	Water System Analysis (Fire Flow)	1,250.00					
3.2	Sewer System Analysis (Capacity)	1,500.00					
3.3	Sidewalk Permit	165.00					
3.4	Utility Street Cut Permit (Base)	200.00					
3.4.1	Per sqft.	3.25					
3.5	Special Permits and Agreements	Charges will be on a per hour basis					
3.6	Outside Consultant Review	Actual cost of consultant					
		Base 21-22					
		Charge	Additional Charges / Comments				
4.0	System Development Charges (SDC)						
4.1	Transportation SDC Fees		May meet 10.00% rule				
4.1.1	Single Family Dwelling (One Peak Hour Trip)	4,848.04	No Transportation SDC charged to accessory dwellings				
4.1.2	Per Peak Hour Trip*	4,848.04					
	* Based on Institute of Transportation Engineers Trip Generation Manual						
4.2	Water SDC Fees						
4.2.1	3/4" Meter (1 EDU) - Maximum 810 gpd	5,141.03	No Water SDC charged to accessory dwellings unless meter added or size increased				
4.2.1.1	Water SDC Breakdown - 3/4" Meter						
4.2.1.2	Improvement Fee	4,251.63	82.70%				
4.2.1.3	Reimbursement Fee	644.69	12.54%				
4.2.1.4	Administration Fee	244.71	4.76%				
	Total Water SDC	5,141.03					
4.2.2	1" Meter (1.67 EDU) - Maximum 1,353 gpd	8,585.48					
4.2.3	1.5" Meter (3.33 EDU) - Maximum 2,697 gpd	17,119.55					
4.2.4	2" Meter (5.33 EDU) - Maximum 4,317 gpd	27,401.58					
4.2.5	3" Meter (10 EDU) - Maximum 8,100 gpd	51,410.09					
4.2.6	4" Meter (16.67 EDU) - Maximum 13,503 gpd	85,700.62					
4.2.7	6" Meter (33.33 EDU) - Maximum 26,997 gpd	171,349.81					
4.2.8	8" Meter (53.33 EDU) - Maximum 43,197 gpd	274,169.99					
4.2.9	Per Additional 810 Gallons per Day (gpd) Over Maximum	5,141.03					

4.3 Wastewater SDC Fees									
4.3.1	3/4" Meter (1 EDU) - Maximum 260 gpd	2,629.18	No Wastewater SDC charged to accessory dwellings unless water meter added or size increased						
4.3.1.1	Wastewater SDC Breakdown - 3/4" Meter								
4.3.1.2	Improvement Fee	807.95	30.73%						
4.3.1.3	Reimbursement Fee	1,696.08	64.51%						
4.3.1.4	Administration Fee	125.15	4.76%						
	Total Wastewater SDC	2,629.18							
4.3.2	1" Meter (1.67 EDU) - Maximum 434 gpd	4,390.71							
4.3.3	1.5" Meter (3.33 EDU) - Maximum 866 gpd	8,755.12							
4.3.4	2" Meter (5.33 EDU) - Maximum 1,386 gpd	14,013.46							
4.3.5	3" Meter (10 EDU) - Maximum 2,600 gpd	26,291.66							
4.3.6	4" Meter (16.67 EDU) - Maximum 4,334 gpd	43,828.20							
4.3.7	6" Meter (33.33 EDU) - Maximum 8,666 gpd	87,630.10							
4.3.8	8" Meter (53.33 EDU) - Maximum 13,866 gpd	140,213.43							
4.3.9	Per Additional 810 Gallons per Day (gpd) Over Maximum	2,629.18							
		Base 21-22							
		Charge	Additional Charges / Comments						
5.0	Water Rates & Fees								
5.1	Residential Rates								
5.1.1	Senior Citizen / Disabled Persons Discount	(4.69)	Per month (income must qualify), 24.00% of base fee						
5.1.2	Monthly Water Rates (Minimum Charges)								
5.1.2.1	3/4" Meter	19.53							
5.1.2.2	1" Meter	30.78							
5.1.2.3	1.5" Meter	58.67							
5.1.2.4	2" Meter	92.26							
5.1.2.5	3" Meter	170.73							
5.1.2.6	4" Meter	282.70							
5.1.2.7	6" Meter	562.65							
5.1.2.8	Commodity Charge	2.18	Per unit (100 cubic feet) of water used						
		Base 21-22							
		Charge	Additional Charges / Comments						
5.1.4	Suspension Fee								
5.1.4.1	During Business Hours	75.00							
5.1.4.2	Suspension Reconnect After Business Hours	25.00	Charged Monday - Friday 3:00pm to 8:00am. All hours on weekends/holidays.						
	(Charged in addition to business hours suspension fee)								
5.1.5	Service Charge								
5.1.5.1	After Business Hours	50.00							
5.1.5.2	After Unauthorized Use	50.00							
		Base 21-22							
		Charge	Additional Charges / Comments						
5.2	Commercial & Industrial Rates								
5.2.1	Monthly Water Rates (Minimum Charges)								
5.2.1.1	3/4" Meter	19.53	0 units included						
5.2.1.2	1" Meter	30.78	0 units included						
5.2.1.3	1.5" Meter	58.67	0 units included						
5.2.1.4	2" Meter	92.26	0 units included						
5.2.1.5	3" Meter	170.73	0 units included						
5.2.1.6	4" Meter	282.77	0 units included						
5.2.1.7	6" Meter	562.65	0 units included						
5.2.1.8	Commodity Charge	2.18	Per unit (100 cubic feet) of water used						
		Base 21-22							
		Charge	Additional Charges / Comments						

5.2.3	Suspension Fee							
5.2.3.1		During Business Hours	75.00					
5.2.3.2		Suspension Reconnect After Business Hours	25.00	Charged Monday - Friday 3:00pm to 8:00am. All hours on weekends/holidays.				
		(Charged in addition to business hours suspension fee)						
5.2.4	Service Charge							
5.2.4.1		After Business Hours	50.00					
5.2.4.2		After Unauthorized Use	50.00					
			Base 21-22					
			Charge					
5.2.4	Bulk Water Rates							
5.2.4.1		First 24 units	13.83	Per unit (100 cubic feet) used up to 24 units				
5.2.4.2		Additional	12.41	Per unit (100 cubic feet) used over 24 units				
5.2.5	Monthly Standby Fire Protection							
5.2.5.1		2" or Less	20.22					
5.2.5.2		3"	25.80					
5.2.5.3		4"	31.58					
5.2.5.4		6"	42.35					
5.2.5.5		8"	48.78					
5.2.5.6		10" or Above	58.80					
			Base 21-22					
			Charge					
5.3	Water Connection							
5.3.1	3/4"		715.03	Plus actual cost of meter				
5.3.2	1"		815.42	Plus actual cost of meter				
5.3.3	1.5"		1,862.23	Plus actual cost of meter				
5.3.4	2"		2,244.22	Plus actual cost of meter				
5.3.5	3"		3,691.39	Plus actual cost of meter				
5.3.6	4"		3,773.41	Plus actual cost of meter				
5.3.7	6"		5,319.78	Plus actual cost of meter				
5.4	Water Meters							
5.4.1	3/4" Meter		252.45					
5.4.2	1" Meter		367.85					
5.4.3	1.5" Meter		617.42					
5.4.4	2" Meter		741.48					
5.4.5	Larger Sizes		Call for pricing					
5.5	Water Account Deposit		40.00					
5.6	Meter Test Fee		85.00					
5.7	Delinquent Fee (Late Fee)		1.50%					
5.8	Penalty Fee (For Items Sent to Lien)		10.00%					
	***Note: The base charge for water service shall apply at all times whether or not the property is occupied. ***							
			Base 21-22					
			Charge	Additional Charges / Comments				
6.0	Sewer Fees and Charges							
6.1	Residential Rates							
6.1.1	Senior Citizen / Disabled Persons Discount		(6.48)	Per month (income must qualify), 12.00% of base fee				
6.1.2	Monthly Flat Rate		53.99	Per dwelling unit				
6.2	Commercial Rates							
6.2.1	General Service Uses							
6.2.1.1		Monthly Flat Rate	53.99	Per dwelling unit				
6.2.2	Large General Service Uses							
6.2.2.1		Flat Rate	53.99					
6.2.2.2		Metered or Estimated Water Usage in Excess of 5 Units per Month	5.88	Per excess unit (100 cubic feet)				
6.2.3	Industrial Use		To be determined on a case by case basis					
6.3	Connection Fee		841.34					
6.4	Sewer Deposit		100.00					

6.5	Delinquent Fee (Late Fee)	5.00	Plus 1.00%				
6.6	Penalty Fee (For Items Sent to Lien)	10.00%					
	***Note: The base charge for sewer service shall apply at all times whether or not the property is occupied. ***						
		Base 21-22					
		Charge	Additional Charges / Comments				
7.0	Franchise Fees and Other Taxes						
7.1	Transient Room Tax						
7.1.1	Transient Room Tax	8.50%					
7.2	Franchise Fees						
7.2.1	Cascades Natural Gas	5.00%					
7.2.2	Crestview Cable	5.00%					
7.2.3	Pacific Power	5.00%					
7.2.4	Prineville Disposal	5.00%					
7.2.5	CenturyLink	7.00%					
7.3	Privilege Tax						
7.3.1	Third-party Electricity / Natural Gas Suppliers	5.00%					
		Base 21-22					
		Charge	Additional Charges / Comments				
8.0	Administrative Fees and Charges						
8.1	Photocopies / Printed Reports	0.40	Per page after first five pages				
8.2	Fax Charges						
8.2.1	First Page	2.50					
8.2.2	Each Additional Page	1.30	Per page				
8.3	Public Records Fees (Non-Police)						
8.3.1	Transmitted by Email (per page to 10MB in Size)	5.00	For records relating to the Police Department, refer to fees in section 1.0				
8.3.2	Transmitted by Fax (First Page)	2.50					
8.3.3	Transmitted by Fax (Each Additional Page - 10 Page Limit)	1.30					
8.3.4	Records Copied to CD (each CD)	5.00					
8.3.5	True Copy Certification	5.00					
8.4	NSF Charges	33.00					
8.5	Notary Fee	10.00	Per page notarized				
8.6	Research / Accounting	Actual cost incurred					
8.7	Lien Search Fee	25.00					
		Base 21-22					
		Charge	Additional Charges / Comments				
9.0	Citywide Standard Hourly Billing Rate						
9.1	Multiplier	2.75 x employee hourly pay rate					

**RESOLUTION NO. 1497
CITY OF PRINEVILLE, OREGON**

**A RESOLUTION AUTHORIZING APPROVAL OF A GRANT EXCHANGE
AGREEMENT WITH THE STATE OF OREGON DEPARTMENT OF
TRANSPORTATION**

Whereas, the City of Prineville (“City”) applied to the State of Oregon Department of Transportation (“ODOT”) for a Grant for funds to purchase accessible public transportation services for seniors, individuals with disabilities, and the general public within and connecting to the City of Prineville in Crook County, Oregon; and

Whereas, ODOT has approved the City’s application and has agreed to provide City an amount not to exceed \$178,634.00 for eligible costs; and

Whereas, ODOT has prepared an Agreement designated by ODOT as Miscellaneous Contracts and Agreements No. 35166, which is attached to this Resolution; and

Whereas, City Staff believe it is in the best interest of the City to approve and execute the attached Agreement

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

Approved by the City Council this ____ day of June, 2021.

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, 2021** 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, 2023** (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 200.331(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 **\$199,079.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$178,634.00** (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. 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. Recipients receiving federal funds in excess of \$750,000 are subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. 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.state.or.us, 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

- 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. **Additional requirements**
 - i. Recipient shall comply with 49 CFR sections 37.77(c) and 37.105 regarding "Certification of Equivalent Service" when purchasing vehicles under this Agreement. If non-accessible vehicles, as defined by the Americans with Disabilities Act, are being purchased for use by a public entity in demand responsive service for the general public, Recipient will certify to State at the time of applying for a project that, when viewed in its entirety, the demand responsive service offered to persons with disabilities, including persons who use wheelchairs, meets the standard of equivalent service.
 - ii. Recipient shall comply with 49 CFR 663 regarding pre-award and post-delivery reviews. Every Recipient purchasing rolling stock or facilities under this Agreement must certify to State that a pre-award and post-delivery review has been conducted in accordance with ODOT requirements. This review ensures compliance to bid specifications including, but not limited to, FTA requirements, State requirements, and Federal Motor Carrier Safety Standards, as applicable to the type of project. Each Recipient's certification must include assurance that required documents have been received from manufacturers or vendors of products, or from both, and that Recipient possesses such documents. Acceptable certification forms are available from State. Recipient must provide certification forms to State when reimbursement is requested for vehicles. For facilities projects, Recipient must provide pre-award certifications to State at time of first payment, and post-delivery certifications upon completion of the post-delivery review, and in no event later than with Recipient's request for final payment.
 - iii. Recipient shall comply with 49 CFR 604 in the provision of any charter service provided with vehicles, facilities, or equipment acquired with FTA assistance under this Agreement.
 - iv. Recipient shall submit an annual vehicle inspection report to State for any vehicle purchased under this Agreement. Vehicle inspections shall be conducted by a vehicle maintenance technician certified by a nationally recognized organization in the field of vehicle service and maintenance. Reports covering required areas of inspection shall be submitted on forms provided by State.
 - v. All drivers of vehicles purchased with FTA funds under this Agreement must complete a standard defensive driving course before operating an FTA-funded vehicle, and are advised to complete a standard defensive driving course before

- operating a State-funded vehicle.
 - vi. Recipient shall maintain all vehicles, equipment, and facilities purchased under this Agreement in good condition per manufacturer's recommendations. Recipients are required to develop preventive maintenance plans for all rolling stock and facilities and to provide the plans to State upon request.
 - vii. Recipient shall be the owner of the property for facility construction projects and of vehicles purchased under this Agreement. Such ownership shall be recorded on real property deeds for facility construction projects and on vehicle titles. If Recipient contracts the operation of vehicles to a third party, then the third party may be shown as the owner or lessee with Recipient listed as the second security interest holder or lessor. In all cases, Oregon Department of Transportation, Public Transportation Division shall be shown as the first security interest holder on vehicle titles. If Recipient fails to show Oregon Department of Transportation, Public Transportation Division as the first security interest holder, Recipient shall pay any expenses to re-submit the necessary documents to Oregon Department of Transportation, Driver and Motor Vehicle Services (DMV). If a vehicle is damaged or destroyed at any time when Recipient fails to show Oregon Department of Transportation, Public Transportation Division, as the first security interest holder, Recipient shall be liable to State for any damage in an amount in the same manner as if Oregon Department of Transportation, Public Transportation Division, were shown as the first security interest holder.
 - viii. Recipient shall bear the cost of insuring assets purchased under this Agreement.
 - ix. Recipient shall file a restrictive covenant with the property deed for all construction projects and purchases of real estate, with the exception of passenger shelters, amenities, and right-of-way infrastructure improvements. The restrictive covenant will limit the use of the building and property to the stated purpose specified in the statement of work associated with this Agreement.
 - x. Recipient shall complete all purchases, including installation, and all construction of capital assets funded under this Agreement prior to the Expiration Date of this Agreement. If local circumstances prevent purchase, installation, or construction by the specified date, Recipient will notify State in writing of the circumstances regarding the delay. Such notification must be received at least forty-five (45) days prior to the expiration of the Agreement. Agreement amendment for time will be considered in extenuating circumstances.
- f. **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. **Insurance; Workers' Compensation.** All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- m. **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.
- n. **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.
- o. **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.
- p. **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.
- q. **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/State of Oregon
Agreement No. 35166

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:

Theresa Conley
555 13TH ST NE
Salem, OR 97301
1 (541) 388-6250
theresa.l.conley@odot.state.or.us

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

State of Oregon, by and through its
Department of Transportation

By _____
Karyn Criswell
Public Transportation Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____ Theresa Conley

Date _____ 06/07/2021

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$150,000)

By _____
Assistant Attorney General

Name _____ Sam Zeigler by email
(printed)

Date _____ 05/21/2021

EXHIBIT A
Project Description and Budget

Project Description/Statement of Work

Project Title: 5310 City of Prineville 35166				
<i>Purchased Service</i>				
Item #1: Contracted Service (5310 only)				
	Total	Grant Amount	Local Match	Match Type(s)
	\$199,079.00	\$178,634.00	\$20,445.00	Local
Sub Total	\$199,079.00	\$178,634.00	\$20,445.00	
Grand Total	\$199,079.00	\$178,634.00	\$20,445.00	

1. PROJECT DESCRIPTION

This Agreement provides funding to purchase accessible public transportation services for seniors, individuals with disabilities, and the general public within and connecting to the City of Prineville in Crook County, Oregon.

Under an existing purchased service procurement and resulting multi-year contract, Cascades East Transit (CET) will continue to serve the City of Prineville through demand response (Dial-A-Ride) transportation services, which are open to the general public. Dial-A-Ride provides first- and last-mile connectivity to regional bus service and serves as an important curb-to-curb, accessible option for older adults and those who experience disabilities. Dial-A-Ride service in Prineville currently operates Monday through Friday from 7:00 a.m. to 5:30 p.m.

This Agreement may also fund Route 26 (Prineville - Redmond) regional Community Connector. This service provides six roundtrips on weekdays with connections to Madras, Bend, La Pine, and Sisters at the Redmond Transit Hub. In addition to stops in Prineville and Redmond, Route 26 also serves the Powell Butte community at the Powell Butte Church bus stop. All buses are wheelchair-equipped and all established bus stops are ADA-compliant.

The services provided should be consistent with the adopted Coordinated Public Transit Human Services Transportation Plan (Coordinated Plan) and Transit Master Plan.

This project also supports 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 route 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 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 projects over the Agreement period.

*Rides: 26,569
Unduplicated Riders: 106*

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, then exits the vehicle. Each unique destination constitutes a passenger trip.

For purposes of this Agreement, Unduplicated Passenger or Client Count (UPC) is defined as the actual or estimated number of individuals served who are a) all passengers or other project clients; and b) seniors and individuals with disabilities, who are provided mobility services developed by this project. Individuals served can include transit passengers and/or persons served through mobility training. Recipient will track and report the UPC. Methodology for identifying the UPC is at the discretion of the Recipient, and shall be documented in writing and provided with the quarterly progress report

3. PROJECT ACCOUNTING, MATCHING FUNDING and SPENDING PLAN

This Agreement covers contracted public transportation provision, as defined under the 49 USC Section 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 Recipient's matching funds for this Agreement include local funds; Statewide Transportation Improvement Formula Funds; Special Transportation Formula Funds; service contract revenue, advertisement and other earned income; cash donations; and verifiable in-kind contributions integral to the project budget. In-kind contributions claimed as matching funding must be reported to State. Recipient may not use passenger fares as matching funding.

Project 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. State's obligation to reimburse Project costs is contingent upon Recipient first paying or otherwise contributing its minimum match amount set forth in this Exhibit A.

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

4. REPORTING AND INVOICING REQUIREMENTS

Recipient will request reimbursement for covered expenses incurred during each period as prescribed by State. Copies of invoices must be submitted for all vendor charges. In-house charges must be documented showing time specifically associated with the project.

Recipient will provide evidence of purchased or contracted service through standard invoicing including an itemization of expenses. Recipient shall submit invoices or comparable documentation when requesting reimbursement for services purchased from a second party.

Invoices must:

- i. Be legible*
- ii. Match the amount requested for reimbursement*

- iii. Include a description of the service (hours, rate, and quantity)*
- iv. Include date(s) of the service*
- v. Include the agency providing the service*

If the service provider also performs preventive maintenance, dispatching, and/or other services, these costs should be itemized separately on the same invoice unless these activities are included in the same hourly or other rate established by the contract between the service provider and vendor. Recipient shall report quarterly performance achievements using the narrative section of the Agency Periodic Report, and include anticipated performance achievements for the upcoming quarter.

Photographs of public transit, and related operations, are encouraged to memorialize the achievement of project deliverables.

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:

Federal Program	Federal Funding Agency	CFDA Number	Total Federal Funding
49 U.S.C. 5310	U.S. Department of Transportation Federal Transit Administration 915 Second Avenue, Suite 3142 Seattle, WA 98174	20.513 (5310)	\$178,634.00

Administered By Public Transportation Division 555 13TH ST NE Salem, OR 97301

EXHIBIT C

Insurance Requirements

Subagreement Insurance Requirements

GENERAL.

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.

TYPES AND AMOUNTS.

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.**

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**.

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).

EXCESS/UMBRELLA LIABILITY.

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

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.

"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.

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.**

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

GENERAL.

Recipient shall: i) obtain at the Recipient's expense the 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 this Agreement commences, and ii) maintain the insurance in full force and at its own expense throughout the duration of this Agreement. 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 State. 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-insurance retention and self-insurance, if any.

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.

TYPES AND AMOUNTS.

WORKERS COMPENSATION.

All employers, including Recipient, 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 Employers liability insurance with coverage limits of not less than \$500,000 must be included.

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**.

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).

EXCESS/UMBRELLA LIABILITY.

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

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.

"TAIL" COVERAGE.

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

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).

CERTIFICATE(S) OF INSURANCE.

State shall obtain from Recipient a certificate(s) of insurance for all required insurance before the effective date of this Agreement. 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.

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. 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. 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.