



Location: City Hall – Council Chambers
Date: June 23, 2020
Time: 6:30 PM

City Council Meeting Agenda

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

This meeting will be open to the public by telephonic communications due to commitment to eliminate the exposure and spread of COVID-19. This meeting can be attended by calling 346-248-7799 Meeting ID 947 5839 2608. Please visit our website for additional meeting information.

Call to Order

Flag Salute

Additions to Agenda

Consent Agenda

1. Regular Meeting Brief 6-9-2020
2. Neat Repeat Second Hand License Renewal

Visitors, Appearances and Requests

3. Amy Pettijohn
4. Fairgrounds Fair Update - Jerry Brummer, Casey Dailey & Gail Merritt

Council Business

Staff Reports and Requests

5. City Manager's Report - Steve Forrester

Committee Reports

Ordinances

6. Ordinance No. 1261 - Adopting Changes to Prineville Code Section 50.22 and Adding 50.24 (**FIRST PRESENTATION**) - Jered Reid

Resolutions

7. Resolution No. 1444 - Declaring the City of Prineville Election to Receive State Revenue Sharing (**PUBLIC HEARING**) - Liz Schuette



- [8.](#) Resolution No. 1445 - Making Appropriations Adjustments to FY 2019-2020 - Liz Schuette
- [9.](#) Resolution No. 1446 - Adopting a Supplemental Budget FY 2019-2020 (**PUBLIC HEARING**) - Liz Schuette
- [10.](#) Resolution No. 1447 - Establishing Fees & Charges for the Fiscal Year 2020-2021 (**PUBLIC HEARING**) - Liz Schuette
- [11.](#) Resolution No. 1448 - Granting an Extension of Pacific Power Franchise Agreement
- [12.](#) Resolution No. 1449 - Extending Resolution No 1440 - Authorizing City of Prineville to Efficiently Minimize or Mitigate the Effects of COVID-19 - Jered Reid
- [13.](#) Resolution No 1450 - Approving an IGA with ODOT Regarding for Central Oregon Curb Ramps - Scott Smith

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 9, 2020

Council Members Present:

Janet Hutchison
Steve Uffelman
Jeff Papke
Teresa Rodriguez

Patricia Jungmann
Jason Beebe

Council Members Absent

Gail Merritt

Additions to the Agenda

Postpone the Swearing in of Sergeant Todd Rich and Ordinance No. 1261 has been postponed until June 23rd for its first presentation.

Consent Agenda

1. Regular Meeting Brief 5-26--2020
2. Pine Theater Liquor License
3. Sora Sushi Liquor License

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

Visitors, Appearances and Requests:

4. Virtual Swearing in of Sergeant Todd Rich

This has been postponed.

5. Crook County Health Department Update – Muriel Delavergene-Brown

Ms. Delavergene-Brown explained she had sent three documents to share regarding information since the last update to Council. Those documents were on Crook County being approved for re-opening on the 6th; a contact tracing graphic on how that works; and a re-opening guidance tool that makes it really simple to go through what is required for each type of business.

Ms. Delavergene-Brown continued her update explaining that for opening there are six metrics that the state measures us on, we have met six out of six and Deschutes and Jefferson had to have discussion with Governor and they were able to eventually re-open once a few questions were answered; everything is posted on CCHD website; OSHA is really responsible regarding the business side, but CCHD still gets complaints, however they are still following up; Crook County is still maintaining at 6 cases on the state website, however there are a couple more that will show up in the next couple of days; Lincoln County had 160 cases in a couple of days; St. Charles had health educators get trained as tracers and will assist as needed; if there are five or more cases in the work place, they will be announced; went through recovery statistics and will probably be more that have recovered. Testing continues to increase from 31.1 per 10,000; there is a new testing group that just had their first meeting last Thursday; otherwise we are moving forward and continue to give guidance.

Councilor Hutchison asked how long it takes to get test results. Rapid test is within 45 minutes but they are not being used for everyone, otherwise about 3 days.

Discussions continued regarding: if the rapid tests are as accurate; there still being an issue with supply; still waiting on conversation with Walmart from three weeks ago being able to do pop up testing and state is still working on contract with them; Central Oregon was chosen as location to do testing for patients/clients in long term facilities, however is not sure it is in Crook County yet; anyone that is going in for a procedure in St. Charles is getting tested too and numbers will go up. Where you have to get tested would depend on who you are seeing because they all have different labs and would play a role in it.

St. Charles has 4 COVID patients in their system, so far nothing in a long term facility or any deaths.

Councilor Papke asked about hearing a high school in Redmond that decided to have a crawl here in Crook County and asked whose prevue does that fall under? Ms. Delavergene-Brown responded that is incredibly frustrating and was told they said it is happening in Crook County because they said nothing will happen to them. They reached out to that group but didn't get a response. She continued that it really comes down to education. Health Directors in Montana can make it stricter than the Governor however not in Oregon. It is harder with private gatherings than with a public facility.

Discussions continued about various venues that are privately owned that do weddings, etc. and whose authority they fall under. It would probably fall to law enforcement; and Crook County Health Department could get involved if there is perhaps catering.

Ms. Delavergene-Brown explained it is not like the virus has gone away and we still have to be cognizant.

There were no further questions.

Public Appearances

There were no written comments submitted and there was one person on the line which was unmuted but did not respond for Public Appearances.

Council Business

6. Pacific Power Franchise – Steve Forrester

This item has been postponed.

7. Temporary Expansion of Utility Bill Assistance Related to COVID-19 City Policies – Lori Hooper

Lori Hooper, Finance Manager presented highlights of the staff report.

Ms. Hooper was asked to go through what that looks like and explained that they are trying to offer a payment program and a credit. The Finance Department will start noticing at the end of June for past due customers, again at the end of July and likely follow up with calls to get them on payment plan which would be approximately 4-6 months.

Discussions continued regarding there are currently about 113 customers that are past due and that today would have been a shut off day that would have shut off those 113 customers when it would normally be around 50.

Mayor Uffelman asked Ms. Hooper to read entire staff report.

Councilor Rodriguez asked why a credit doesn't apply for water only or sewer only accounts. Staff explained that sewer only accounts cannot be turned off, and number of water only accounts is very small. Staff said it could be looked into.

Mayor Uffelman commented he thought it is a great program.

City Attorney, Jered Reid explained that no motion is needed, and will continue to work with Lori Hooper on developing the payment plan agreement.

There were no further questions.

Staff Reports and Requests:

8. Manager's Report

Steve Forrester, City Manager reported: staff is reviewing internal policies that includes re-opening city hall, and how we move forward. Staff will discuss tomorrow on plans and will

advise council; on May 27th there was a City Club meeting that he participated in as well as other cities and it can be viewed at Bend's City Club website; he continues to serve as County Budget Committee; there are four City Council positions up for city elections in November.

Matt Wiederholt, Railway Operations Manager provided a Railroad update. Mr. Weiderholt explained that we had a single car derail. The cars were being pushed backwards and hit a bad switch and derailed one car; no one was hurt; after reviewing the incident and response, everyone did exactly what they were supposed to do. There is some damage to two private crossings and track which is getting fixed. This occurred right in front of Brightwood and he is grateful how the city teams works together.

Councilor Hutchison asked for an update about that tank that was found in city parking lot.

Eric Klann, City Engineer provided the details.

Committee Reports

9. COVID-19 Update / Discussion

There were no additional questions or updates at this time.

Mayor Uffelman announced that he recently visited the Wetlands and the Rotary put in benches so that the elderly can utilize the Wetlands too.

Ordinances:

10. Ordinance No. 1260 – Adding Chapter 156 to COP Code Housing Receivership (SECOND PRESENTATION) – Jered Reid

Jered Reid, City Attorney explained that nothing has changed since the first presentation.

There were no questions.

Councilor Beebe made motion to approve Ordinance No. 1260 for the second presentation. Motion seconded. No discussion on motion. All in favor, motion carried.

11. Ordinance No. 1261 – Adopting Change to Prineville Code Section 50.22 and Adding 50.24 (FIRST PRESENTATION) – Jered Reid

This item has been postponed.

Resolutions:

None.

Visitors Appearances and Requests:

There were no written comments submitted for Public Appearances.

Adjourn

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

Meeting adjourned at 7:28 P.M.

Motions and Outcomes:

Motion:	Outcome	Beebe	Hutchison	Jungmann	Merritt	Papke	Rumble	Uffelman
Consent Agenda as Presented	PASSED	Y	Y	Y	-	Y	-	Y
Ordinance No. 1260 – Adding Chapter 156 to COP Code Housing Receivership (SECOND PRESENTATION)	PASSED	Y	Y	Y	-	Y	Y	Y
Ordinance No. 1261 – Adopting Change to Prineville Code Section 50.22 and Adding 50.24 (FIRST PRESENTATION)	POSTPONED	-	-	-	-	-	-	-
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

ORDINANCE NO. 1261

AN ORDINANCE ADOPTING CHANGES TO PRINEVILLE CODE SECTIONS 50.22 AND ADDING 50.24

Whereas, on January 14, 2020, the City of Prineville City Council, following a public hearing, which was publicly noticed, adopted Resolution 1421 approving the transfer of the solid waste franchise agreement from Holiday Enterprises, LLC (“Holliday”) to Allied Waste Transfer Services of Oregon, LLC, dba Republic Services of Oregon (“Republic”).

Whereas, Holliday and Republic have executed appropriate transfer documents that were filed with the City Recorder.

Whereas, Republic also has a Franchise Agreement with Crook County; and

Whereas, changes in rate determination are required to the Code to make the Franchise Agreement consistent with the County’s Franchise Agreement.

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

1. Section 50.22 is hereby revoked in its entirety and replaced with the language set forth on Exhibit A attached hereto and by reference made a part hereof.
2. Section 50.24 is hereby added to the Code with the language set forth on Exhibit A attached hereto and by reference made a part hereof.

Presented for the first time at a regular meeting of the City Council held on June 23, 2020, and the City Council finally enacted the foregoing ordinance this ____ day of July, 2020.

Stephen P. Uffelman
Mayor

ATTEST:

Lisa Morgan, City Recorder

50.22 Rate Determination

(A) Rates for service shall be those contained in the document marked Exhibit A, attached to Ordinance 1261, passed June 23, 2020 and by this reference hereby incorporated in this chapter.

(B) The franchisee may file an application yearly for an adjustment in rates. In a scheduled public hearing, the City shall act upon the request for rate adjustment no later than 30 days following receipt of request for adjustment. The new rate increase or decrease will begin 30 days following conclusion of the hearing if approval is granted for a rate change. Rates shall be changed by resolution of the City Council. Subject to this section, franchisee may increase each category of its maximum rates for service by a percentage not greater than the lesser of the last reported U.S. Consumer Price Index of trash/garbage services or water/sewer trash services. Prior to implementing such rate increase, franchisee shall provide written notice to customers not less than 30 days before mailing billing statements or invoices utilizing the new rate's bills. Such notice shall clearly explain the relationship between the rate structure and relevant consumer price index. Prior to notifying customers of the rate increase, franchisee shall provide written notice to the City Council of intent to increase rates in accordance with this section.

(C) In the event franchisee wishes to increase maximum rates for service by a percentage greater than the lesser of the last reported U.S. Consumer Price Index of trash/garbage services or water/sewer trash services, franchisee may, by May 1st of each calendar year following the adoption of the ordinance codified in this chapter file an application for an adjustment in rates. In support, the franchisee shall provide the City with all information deemed necessary by the City with respect to the operations of franchisee in order to make a reasonable and rational decision on the application. In a scheduled public hearing, the City Council shall act upon such request for rate adjustment no later than 60 days following receipt of request for adjustment. The new rate increase or decrease will begin 30 days following conclusion of the hearing if approval is granted for a rate change. Rates shall be changed by resolution of the City Council.

(D) In determining the appropriate rate to be charged by the franchisee, the City Council may consider any or all of the following.

- (1) The cost of performing the service provided by the franchisee.
- (2) The anticipated increase in the cost of providing this service.
- (3) The need for equipment replacement and the need for additional equipment to meet service needs; compliance with federal, state, local law, ordinances and regulations; or technological change.
- (4) The investment of the franchisee and the value of the business and the necessity that the franchisee have a reasonable annual rate of return on revenues in the range of eight percent (8%) to twelve percent (12%), with a target of ten percent (10%). Return on investment shall be determined based upon generally accepted accounting principles (GAAP). Franchisee's books shall be made available to City Council upon request to verify profits.

(5) The rates charged in other cities of similar size in surrounding jurisdictions for similar service.

(6) The public interest in assuring reasonable rates to enable the franchisee to provide efficient and beneficial service to the residents and other users of the service.

(7) The local wage scales, cost of management facilities and land fill and disposal of fees or charges.

(8) Any profit or cost savings resulting from recycling, and any additional costs resulting from recycling.

(9) Other factors affecting the cost of providing service.

(E) Rates charged shall not be greater than those established as provided herein, but nothing shall preclude franchisee from charging a lesser rate than the maximum imposed rate provided in the rate schedule approved by City Council. Non-scheduled services may be provided at the reasonable cost of providing the service.

(F) The franchisee shall bill and collect on a current billing basis. When the franchisee has experienced collection problems on a particular account, it may require other than current billing basis. Such other procedures will be according to reasonable business practices and, if objected to by a customer will be subject to disapproval by the City.

(G) If approved in the rate schedule, the franchisee may charge a starting charge to any customer who has been previously terminated for failure to pay for service.

(H) Rates shall be uniform or uniform within zones or classes of service.

(I) Nothing in the above section shall prohibit the franchisee from allowing qualified senior citizen rates. Qualifications for the senior citizen rates shall be determined by the franchisee.

(J) The franchisee may require the owner of rented or leased premises to accept responsibility, upon notification of delinquency, for payment of service to the facilities as a condition for providing the service.

50.24 Franchisee Records and Reports

(A) Franchisee shall keep accurate books of account through the term of this franchise. Franchisee shall produce its books of account for inspection by City at any time during normal business hours, after reasonable notice by the City.

RESOLUTION NO. 1444

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 2020-21, 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 23rd day of June, 2020.

Stephen P. Uffelman, Mayor

ATTEST:

Lisa Morgan, City Recorder

I, Lisa Morgan, City Recorder, certify that a public hearing before the Budget Committee was held on June 16th, 2020, and a public hearing before the City Council on June 23rd, 2020, giving citizens an opportunity to comment on use of State Revenue Sharing.

Lisa Morgan, City Recorder

RESOLUTION NO. 1445
 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):

Wastewater SDC Fund	Increase	Decrease
Materials and Services	5,000	
Capital Outlay		1,499,800
Transfers	1,540,200	
Contingency		45,400
	<hr/> 1,545,200	<hr/> 1,545,200

To provide for additional consultant dollars needed in materials and services, decrease capital outlay and increase transfers for reimbursement of wastewater portion of the ASR project, and decrease contingency to cover the remaining funds needed to cover these costs.

Railroad Fund	Increase	Decrease
Capital Outlay	270,000	
Contingency		270,000
	<hr/> 270,000	<hr/> 270,000

To cover unanticipated costs at budget time, the increase in expenditures will cover the acquisition of the new Freight Depot building, the electrical component of the building, and track improvements. These costs will be covered by contingency which will be reimbursed by additional revenue not anticipated at budget time.

TOTAL BUDGET APPROPRIATION ADJUSTMENTS	\$1,815,200
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The Prineville City Council adopts the budget appropriation adjustments this 23rd day of June, 2020.

Stephen P. Uffelman, Mayor

ATTEST:

Lisa Morgan, City Recorder

RESOLUTION NO. 1446

A RESOLUTION ADOPTING A SUPPLEMENTAL BUDGET AND MAKING APPROPRIATIONS FOR BN 2020-2021

WHEREAS, the City of Prineville is in need of a supplemental budget for the City for the biennial budget 2020-21, commencing July 1, 2019, and

WHEREAS, discussion to adopt the supplemental budget was held before the City Council on June 23rd, 2020.

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

Summary of Supplemental Budget BN 2020-2021

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

Transportation SDC Fund

Expenditures (proposed changes)	
Capital Outlay	\$ 3,700,000
Transfers	\$ 54,400
Contingency	\$ 286,253
Revised Total Fund Expenditures	\$ 4,060,653
Resources (proposed changes)	
Intergovernmental	\$ 1,500,400
System development charges	\$ 988,500
Revised Total Fund Resources	\$ 4,060,653

To adjust capital outlay for the multi year project (Elm Street Bridge) that had more funds expended in the second year of construction than the first year, and the Combs Flat design project. Increasing expenditures for transfers to capture the five percent administration fee. These costs will be covered by grant revenue received for the bridge project, contingency, and from additional revenue collected from SDC's.

Water SDC Fund

Expenditures (proposed changes)	
Capital outlay	\$ 12,880,400
Transfers	\$ 690,000
Contingency	\$ 823,023
Revised Total Fund Expenditures	\$ 14,393,423
Resources (proposed changes)	
System development fees	\$ 7,627,200
Transfers	\$ 1,489,800
Debt Proceeds	\$ 3,000,000
Revised Total Fund Resources	\$ 14,393,423

To adjust expenditures to cover additional costs for the capital water project not anticipated at budget time, 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 SDC portion of the ASR project, debt proceeds, and additional SDC's collected, not anticipated at budget time.

Building Facility Fund

Expenditures (proposed changes)	
Police Facilities	\$ 9,051,100
Barnes Butte Property	\$ 361,200
Senior Center	\$ 1,515,300
Contingency /Other requirements	\$ 264,908
Revised Total Fund Expenditures	\$ 11,789,808
Resources (proposed changes)	
Intergovernmental	\$ 1,575,300
Debt Proceeds	\$ 5,958,000
Revised Total Fund Resources	\$ 11,789,808

To adjust revenues and expenditures to include debt proceeds for the refunding and new dollars to cover additional costs for the Police Facility capital project not anticipated at budget time, and to adjust revenues and expenditures for the Senior Center project to include additional grant dollars to be expensed on the remodel, also adjusting expenditures in the Barnes Butte Property department to cover grant funds not received and unexpected costs for noxious weeds.

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 \$12,289,667.
2. That the additional amounts for the fiscal year beginning July 1, 2019, and for the purposes shown below are hereby appropriated as follows:

TOTAL SUPPLEMENTAL BUDGET	\$ 12,289,667
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Adopted by the City Council this 23rd day of June, 2020

Stephen P. Uffelman, Mayor

ATTEST:

Lisa Morgan, City Recorder



STAFF REPORT

MEETING DATE: 6/23/2020

PREPARED BY: Liz Schuette

SECTION: Resolution 1447

DEPARTMENT: Finance/Public Works

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

SUBJECT: FY 2021 Water Rates

REASON FOR CONSIDERATION: Original budget estimate for revenue from the water sales totaled \$2,945,000...Current estimate with 2% increase adopted by council in June of 2019 totals \$2,639,556, (\$305,400) under budget / with a 5% increase, (\$227,800) under budget.

BACKGROUND: Water usage has declined affecting revenues as reviewed in council workshop.

FISCAL IMPACT: Long term impact of declining revenue will put the current water system in jeopardy of continued maintenance, needed capital improvement, and cause the users larger increases in the future.

RECOMMENDATION: Staff recommends a 5% increase and adoption of a tiered rate plan in October of 2020.

DISCUSSION: Exhibit A. Fees and Charges 5.0 lists current year rates for FY 19-20

Option 1 – rates for a 2% increase adopted with the original budget in FY 20

Option 2 – rates for a 3% increase

Option 3 – rates for a 5% increase

RESOLUTION NO. 1447
A RESOLUTION ESTABLISHING FEES AND CHARGES FOR THE
CITY OF PRINEVILLE FOR FISCAL YEAR 2020-2021

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, 2020, and continue in effect until modified by the Prineville City Council.

APPROVED BY THE CITY COUNCIL ON THE 23rd DAY OF JUNE, 2020

Stephen P. Uffelman, Mayor

ATTEST:

Lisa Morgan, City Recorder

2.4	Site Plan Review - Commercial and Industrial Buildings				
2.4.1	Expansion of Existing Approved Outright Use < 25.00%	50.00% of fee	50.00% of fee listed above		
2.4.2	Change of Use	150.00	150.00		
2.5	Conditional Use Permits - Residential				
2.5.1	1 - 2 Dwellings	251.00	258.00	Plus 200.00 if hearing required	
2.5.2	Accessory Dwelling Unit (ADU)	-	200.00	Plus 200.00 if hearing required	
2.5.3	Multi-family (5+ Dwellings)	1,698.00	1,748.00		
2.5.4	Manufactured Home Park	3,654.00	3,763.00		
2.5.5	RV Park	-	1,943.00		
2.5.6	Use Change	484.00	498.00		
2.6	Conditional Use Permits - Commercial and Industrial				
2.6.1	1 - 10,000 sqft.	-	1,360.00		
2.6.2	10,001 - 20,000 sqft.	-	1,943.00		
2.6.3	20,001 - 100,000 sqft.	2,786.00	2,869.00		
2.6.4	100,001 sqft. and Over	3,907.00	4,024.00		
2.6.5	Expansion of Existing Approved Conditional Use < 25.00%	50.00% of fee	50.00% of fee listed above		
2.6.6	Change of Use	641.00	660.00		
2.6.7	Hearings Fee for Type I, II, III and IV in Addition to CUP Fee	767.00	790.00		
2.7	Other Applications				
2.7.1	Home Occupations	250.00	250.00	Plus 200.00 if hearing required	
2.7.2	Telecommunications Tower / Co-locate	3,575.00	3,682.00		
2.7.3	Revision / Amendment	Up to 75.00%	Up to 75.00%	of new application fee	
2.7.4	Reconsideration	841.00	866.00		
2.7.5	Declaratory Ruling by Planning Director	1,051.00	1,082.00	Plus hearings fee if required	
2.7.6	Street Renaming	351.00	361.00	Plus cost of sign(s)	
2.7.7	Measure 49 Claim	2,345.00	2,415.00	Refundable if approved	
2.7.8	Miscellaneous Requests	252.00	259.00	Plus 200.00 if hearing required	
2.7.9	Other Miscellaneous Requests	Charged at actual cost	Charged at actual cost per hour		
2.8	Nonconforming Use Determination				
2.8.1	Administrative	200.00	200.00		
2.8.2	Planning Commission	500.00	500.00		
2.9	Variance Application				
2.9.1	Major	1,577.00	1,624.00		
2.9.2	Minor	257.00	264.00	Plus 200.00 if hearing required	
2.9.3	Riparian Adjustment - Single Family and Duplex Residential	447.00	460.00		
2.9.4	Riparian Adjustment - Multi-family and Commercial	641.00	660.00		
2.10	Land Partitioning Applications				
2.10.1	Major Partition	3,260.00	3,357.00		
2.10.2	Minor Partition	1,698.00	1,748.00		
2.10.3	Boundary Line Adjustment	641.00	660.00		
2.10.4	Lot Consolidation	300.00	300.00		
2.10.5	Final BLA Plat	194.00	100.00	60.00 per lot GIS fee (see fee 2.19)	
2.10.6	Final Partition Plat	383.00	300.00	60.00 per lot GIS fee (see fee 2.19)	
2.10.7	Final Lot Consolidation Plat	100.00	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	5,153.00	5,307.00		
2.11.2	Outline Development Plan Over 5 Acres	8,939.00	9,207.00		
2.11.3	Tentative Plans	2,655.00	2,734.00	Plus 22.00 per additional lot	
2.11.4	Final Plat	772.00	795.00	Plus 12.00 per lot & 60.00 per lot GIS fee (see fee 2.19)	
2.11.5	Final Plat Extensions	578.00	595.00		
2.11.6	Revision / Amendment	40.00% of new application fee	40.00% of new application fee		
2.12	Comprehensive Plan Amendment				
2.12.1	Plan Amendment and / or UGB Expansion 20 Acres or Less	7,177.00	7,392.00		
2.12.2	Plan Amendment and / or UGB Expansion Over 20 Acres	12,146.00	12,510.00		
2.12.3	Text Amendment (Consistent with Intent of Comprehensive Plan)	5,742.00	5,914.00		
2.13	Zoning Ordinance Amendment				
2.13.1	Ordinance Text Amendment	5,047.00	5,198.00		
2.13.2	Minor Ordinance Text Amendment	2,455.00	2,528.00		
2.13.3	Zoning / Overlay Map Amendment	2,813.00	2,897.00		
2.13.4	Street or Alley Vacation	1,367.00	1,408.00		
2.13.5	Regulating Master Plan (Mixed Use Zone)	6,042.00	6,223.00		
2.14	Appeals				
2.14.1	To Planning Commission	321.00	330.00		
2.14.2	To City Council	2,234.00	2,301.00		
2.15	Document Purchase				
2.15.1	Photocopies / Printed Reports / Documents (8.5" x 11" & 11" x 17")	0.46	0.47	Fee after first five pages	

2.15.2	Large Format Copies (Over 11" x 17")	2.15	2.21	Per page				
2.15.3	Maps	6.46	6.65	Minimum (actual costs)				
2.15.4	Fax	2.72	2.80	First page plus	1.34	Each additional page		
2.15.5	Planning Commission Agenda (One Year)	32.83	33.81	Base plus	0.67	Per page		
2.15.6	Planning Commission Agenda Packets (One Year)	323.19	332.89					
2.16	Annexation							
2.16.1	Petition to Annex	-	300.00					
2.17	Pre-Application Conference	50.00 per hour	50.00 per hour	(after first hour), applicable to application fee				
2.18	Crook County Parks & Recreation SDC Fee	1,887.00	1,887.00					
	Note: Parks & Recreation fees are regulated by Crook County and are subject to change.							
2.19	GIS Fee	60.00	60.00					
	Note: GIS fees are per parcel and are subject to change by Crook County.							
		Base 19-20	Base 20-21	Additional Charges / Comments				
		Charge	Charge					
3.0	Public Works Review Fees							
3.1	Water System Analysis (Fire Flow)	1,250.00	1,250.00					
3.2	Sewer System Analysis (Capacity)	1,500.00	1,500.00					
3.3	Sidewalk Permit	165.00	165.00					
3.4	Utility Street Cut Permit (Base)	200.00	200.00					
3.4.1	Per sqft.	3.25	3.25					
3.5	Special Permits and Agreements	Charges will	Charges will be on a per hour basis					
3.7	Outside Consultant Review	Actual cost of	Actual cost of consultant					
		Base 19-20	Base 20-21	Additional Charges / Comments				
		Charge	Charge					
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)	4,545.80	4,580.08	No Transportation SDC charged to accessory dwellings				
4.1.2	Per Peak Hour Trip*	4,545.80	4,580.08					
	* 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	4,820.53	4,856.88	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	3,986.58	4,016.64	82.70%				
4.2.1.3	Reimbursement Fee	604.49	609.05	12.54%				
4.2.1.4	Administration Fee	229.46	231.19	4.76%				
	Total Water SDC	4,820.53	4,856.88					
4.2.2	1" Meter (1.67 EDU) - Maximum 1,353 gpd	8,050.29	8,110.99					
4.2.3	1.5" Meter (3.33 EDU) - Maximum 2,697 gpd	16,052.36	16,173.41					
4.2.4	2" Meter (5.33 EDU) - Maximum 4,317 gpd	25,693.42	25,887.18					
4.2.5	3" Meter (10 EDU) - Maximum 8,100 gpd	48,205.30	48,568.81					
4.2.6	4" Meter (16.67 EDU) - Maximum 13,503 gpd	80,358.24	80,964.21					
4.2.7	6" Meter (33.33 EDU) - Maximum 26,997 gpd	160,668.26	161,879.84					
4.2.8	8" Meter (53.33 EDU) - Maximum 43,197 gpd	257,078.86	259,017.47					
4.2.9	Per Additional 810 Gallons per Day (gpd) Over Maximum	4,820.53	4,856.88					
4.3	Wastewater SDC Fees							
4.3.1	3/4" Meter (1 EDU) - Maximum 260 gpd	2,465.27	2,483.86	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	757.58	763.29	30.73%				
4.3.1.3	Reimbursement Fee	1,590.34	1,602.34	64.51%				
4.3.1.4	Administration Fee	117.35	118.23	4.76%				
	Total Wastewater SDC	2,465.27	2,483.86					
4.3.2	1" Meter (1.67 EDU) - Maximum 434 gpd	4,117.00	4,148.05					
4.3.3	1.5" Meter (3.33 EDU) - Maximum 866 gpd	8,209.35	8,271.25					
4.3.4	2" Meter (5.33 EDU) - Maximum 1,386 gpd	13,139.89	13,238.98					
4.3.5	3" Meter (10 EDU) - Maximum 2,600 gpd	24,652.70	24,838.60					
4.3.6	4" Meter (16.67 EDU) - Maximum 4,334 gpd	41,096.05	41,405.95					
4.3.7	6" Meter (33.33 EDU) - Maximum 8,666 gpd	82,167.45	82,787.06					
4.3.8	8" Meter (53.33 EDU) - Maximum 13,866 gpd	131,472.85	132,464.27					
4.3.9	Per Additional 810 Gallons per Day (gpd) Over Maximum	2,465.27	2,483.86					
		Base 19-20	Base 20-21					
		Charge	Charge					

		Base 19-20 Charge	Base 20-21 Charge						
5.3	Water Connection								
5.3.1	3/4"	670.45	675.51	Plus actual cost of meter					
5.3.2	1"	764.58	770.35	Plus actual cost of meter					
5.3.3	1.5"	1,746.14	1,759.31	Plus actual cost of meter					
5.3.4	2"	2,104.32	2,120.19	Plus actual cost of meter					
5.3.5	3"	3,461.28	3,487.38	Plus actual cost of meter					
5.3.6	4"	3,538.19	3,564.87	Plus actual cost of meter					
5.3.7	6"	4,988.15	5,025.77	Plus actual cost of meter					
5.4	Water Meters								
5.4.1	3/4" Meter	236.71	238.50						
5.4.2	1" Meter	344.92	347.52						
5.4.3	1.5" Meter	578.93	583.30						
5.4.4	2" Meter	695.26	700.50						
5.4.5	Larger Sizes	Call for pricir	Call for pricing						
5.5	Water Account Deposit	40.00	40.00						
5.6	Meter Test Fee	85.00	85.00						
5.7	Delinquent Fee (Late Fee)	1.50%	1.50%						
5.8	Penalty Fee (For Items Sent to Lien)	10.00%	10.00%						
***Note: The base charge for water service shall apply at all times whether or not the property is occupied. ***									
		Base 19-20 Charge	Base 20-21 Charge	Additional Charges / Comments					
6.0	Sewer Fees and Charges								
6.1	Residential Rates								
6.1.1	Senior Citizen / Disabled Persons Discount	(6.35)	(6.35)	Per month (income must qualify), 12.00% of base fee					
6.1.2	Monthly Flat Rate	52.93	52.93	Per dwelling unit					
6.2	Commercial Rates								
6.2.1	General Service Uses								
6.2.1.1	Monthly Flat Rate	52.93	52.93	Per dwelling unit					
6.2.2	Large General Service Uses								
6.2.2.1	Flat Rate	52.93	52.93						
6.2.2.2	Metered or Estimated Water Usage in Excess of 5 Units per Month	4.65	5.23	Per excess unit (100 cubic feet)					
6.2.3	Industrial Use	To be determ	To be determined on a case by case basis						
6.3	Connection Fee	794.84	794.84						
6.4	Sewer Deposit	100.00	100.00						
6.5	Delinquent Fee (Late Fee)	5.00	5.00	Plus 1.00%					
6.6	Penalty Fee (For Items Sent to Lien)	10.00%	10.00%						
***Note: The base charge for sewer service shall apply at all times whether or not the property is occupied. ***									
		Base 19-20 Charge	Base 20-21 Charge	Additional Charges / Comments					
7.0	Franchise Fees and Other Taxes								
7.1	Transient Room Tax								
7.1.1	Transient Room Tax	8.50%	8.50%						
7.2	Franchise Fees								
7.2.1	Cascades Natural Gas	5.00%	5.00%						
7.2.2	Crestview Cable	5.00%	5.00%						
7.2.3	Pacific Power	5.00%	5.00%						
7.2.4	Prineville Disposal	5.00%	5.00%						
7.2.5	CenturyLink	7.00%	7.00%						
7.3	Privilege Tax								
7.3.1	Third-party Electricity / Natural Gas Suppliers	5.00%	5.00%						
		Base 19-20 Charge	Base 20-21 Charge	Additional Charges / Comments					
8.0	Administrative Fees and Charges								
8.1	Photocopies / Printed Reports	0.40	0.40	Per page after first five pages					
8.2	Fax Charges								
8.2.1	First Page	2.50	2.50						
8.2.2	Each Additional Page	1.30	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	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	2.50						
8.3.3	Transmitted by Fax (Each Additional Page - 10 Page Limit)	1.30	1.30						

**RESOLUTION NO. 1448
CITY OF PRINEVILLE, OREGON**

A RESOLUTION EXTENDING ORDINANCE 1216 TO MARCH 31, 2021

Whereas, the City of Prineville (“City”) and PacifiCorp, dba Pacific Power (“Franchisee”) are parties to that certain Franchise Agreement through Prineville Ordinance 1216 which grants to Franchisee a right, privilege and authority for use of the City’s Right-of-Way for the purposes of supplying and transmitting electric power and energy to the inhabitants of the City; and

Whereas, the Franchise Agreement is set to terminate on June 30, 2020; and

Whereas, City and Franchisee wish to extend the current Franchise Agreement for an additional nine months or until March 31, 2021 to further negotiate, in good faith, a new Franchise Agreement.

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

1. The Mayor and City Manager are authorized and instructed to execute on behalf of the City, an extension of the Franchise Agreement with PacifiCorp for a time not to exceed March 31, 2021.

Approved by the City Council this ____ day of June, 2020.

Stephen P. Uffelman, Mayor

ATTEST:

Lisa Morgan, City Recorder

**RESOLUTION NO. 1449
CITY OF PRINEVILLE, OREGON**

**A RESOLUTION PROVIDING THE CITY OF PRINEVILLE AUTHORIZATION TO
EFFICIENTLY MINIMIZE OR MITIGATE THE EFFECTS OF THE COVID-19
PANDEMIC**

Whereas, COVID-19 was declared a pandemic by the World Health Organization on March 11, 2020; and

Whereas, COVID-19 are a group of viruses that can cause respiratory disease, with the potential to cause serious illness or loss of life for individuals with underlying health conditions; and

Whereas, COVID-19 requires a significant amount of resources at the local level to keep the public and community informed and as safe as possible; and

Whereas, on March 8, 2020, Oregon Governor Kate Brown declared a state of emergency due to the COVID-19 outbreak in Oregon (Executive Order 20-03), finding that COVID-19 has created a threat to public health and safety, and constitutes a statewide emergency under ORS 401.025(1); and

Whereas, on March 13, 2020, the President of the United States, Donald J. Trump, declared the COVID-19 outbreak a national emergency; and

Whereas, on March 13, 2020, the Crook County Court declared a state of emergency relating to COVID-19 in Crook County, Oregon; and

Whereas, on March 13, 2020, the City Council of Prineville declared a state of emergency as a result of the COVID-19 pandemic per Resolution 1429; and

Whereas, on April 7, 2020, the City Council of Prineville continued the State of Emergency as a result of the COVID-19 pandemic per Resolution 1433, which was set to expire on April 30, 2020 at 11:59 p.m.;

Whereas, on April 28, 2020, the City Council of Prineville continued the State of Emergency as a result of the COVID-19 pandemic per Resolution 1434, which is set to expire on May 31, 2020 at 11:59 p.m.; and

Whereas, on May 26, 2020, the City Council of Prineville continued the State of Emergency as a result of the COVID-19 pandemic per Resolution 1440, which is set to expire on June 30, 2020 at 11:50 p.m.

Whereas, the unknown duration of the COVID-19 pandemic will have significant financial impact to the community; and

Whereas, pursuant to ORS 401.309(1), the governing body of a city may declare, by ordinance or resolution, that a state of emergency exists within the city; and

Whereas, pursuant to Prineville City Code 31.05, the City of Prineville City Council may declare a state of emergency and may redirect city funds for emergency use or order such other measures as are found to be immediately necessary for the protection of life and/or property.

NOW, THEREFORE, the City of Prineville resolves and declares the following:

1. A State of Emergency continues to exist in the City of Prineville (City) encompassing all of the areas within city limits.
2. That the City and its officials shall continue to be authorized to take such actions and issue such orders as are determined to be necessary to protect the public and property and to efficiently conduct activities that minimize or mitigate the effect of the emergency as described in Prineville City Code 31.05.
3. The City shall continue to take all necessary steps authorized by law to coordinate response and recovery from this emergency, including, but not limited to, requesting assistance and potential reimbursements from the State of Oregon and the appropriate federal agencies.
4. That emergency procurements of goods and services are authorized pursuant to ORS 279B.080, ORS 279C.335(6), Prineville City Code 31.05, and all other applicable rules.
5. This Resolution and Declaration is effective immediately and shall remain in effect until July 31, 2020 at 11:59 p.m. unless sooner superseded.

Approved by the City Council this ____ day of June, 2020.

Stephen P. Uffelman, Mayor

ATTEST:

Lisa Morgan, City Recorder

**RESOLUTION NO. 1450
CITY OF PRINEVILLE, OREGON**

A RESOLUTION APPROVING INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF OREGON DEPARTMENT OF TRANSPORTATION FOR CENTRAL OREGON CURB RAMPS

Whereas, The City of Prineville (“City”) and the State of Oregon, acting by and through its Department of Transportation (“ODOT”) have negotiated an agreement titled “Intergovernmental Agreement: Central Oregon Curb Ramps” designated by ODOT as No. 34128 Miscellaneous Contracts and Agreements (the “Agreement”); and

Whereas, the Madras Highway, US Route 26, State Highway 53, O’Neil Highway, Oregon Route 370, State Highway 370, Ochoco Highway; Oregon Route 126, and State Highway 41 are under the jurisdiction and control of the Oregon Transportation Commission (“OTC”); and

Whereas, N. Gardner Road, NW Studebaker Drive, NW 9th Street, NW Dodson Drive, NW Markuson Drive, NW Richland Lane, NW 6th Street, NW Locust Avenue, and NW 3rd Street are part of the city street system under the jurisdiction and control of City; and

Whereas, ODOT’s Central Oregon Curb Ramps Project (Key No. 22123) consists of designing and constructing curb ramps to meet compliance with ADA standards on state highways at various locations in Hood River, Wasco, Gilliam, Wheeler, Jefferson and Crook Counties; and

Whereas, ODOT intends to upgrade the existing sidewalk ramps within ODOT’s and City’s jurisdiction to make them ADA compliant; and

Whereas, ODOT will require access to City’s property in order to construct the ADA upgrades; and

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

Now, Therefore, the City of Prineville resolves that the Agreement attached hereto is hereby approved and that the Mayor is authorized to sign such Agreement on behalf of the City.

Approved by the City Council this ____ day of June, 2020.

Stephen P. Uffelman, Mayor

ATTEST:

Lisa Morgan, City Recorder

INTERGOVERNMENTAL AGREEMENT
Central Oregon Curb Ramps
City of Prineville

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State;" and the CITY OF PRINEVILLE acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, state agencies may enter into agreements with units of local government for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform.
2. The Madras Highway, US Route 26, State highway No. 053; the O'Neil highway, Oregon Route 370, State Highway No. 370, and the Ochoco Highway, Oregon Route 126, State Highway No. 041 are under the jurisdiction and control of the Oregon Transportation Commission (OTC).
3. N Gardner Road, NW Studebaker Drive, NW 9th Street, NW Dodson Drive, NW Markuson Drive, NW Richland Lane, NW 6th Street, Northwest Locust Avenue and NW 3rd Street are part of the city street system under the jurisdiction and control of Agency.
4. State's Central Oregon Curb Ramps Project (Key No. 22123) consists of designing and constructing curb ramps to meet compliance with ADA standards on state highways at various locations in Hood River, Wasco, Gilliam, Wheeler, Jefferson and Crook Counties.
5. State intends to upgrade the existing sidewalk ramps within State's and City's jurisdictions to make them ADA compliant.
6. State will require access to Agency's property in order to construct the ADA upgrades.

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. Under such authority, State and Agency agree to State accessing Agency's property for the purpose of upgrading existing sidewalks and ramps to ADA compliance on OR126 from mile point 17.87 to mile point 18.24; US26 from mile point 25.14 to mile point 26.18; and OR370 at approximately mile point 17.64 hereinafter referred to as

“Project.” The location of the Project is approximately as shown on the sketch maps attached hereto, marked Exhibit A, and by this reference made a part hereof.

2. Americans with Disabilities Act Compliance

- a. When the Project scope includes work on sidewalks, curb ramps, or pedestrian-activated signals or triggers an obligation to address curb ramps or pedestrian signals, the Parties shall:
 - i. Utilize ODOT standards to assess and ensure Project compliance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, “ADA”), including ensuring that all sidewalks, curb ramps, and pedestrian-activated signals meet current ODOT Highway Design Manual standards;
 - ii. Follow ODOT’s processes for design, construction, or alteration of sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current ODOT Curb Ramp Inspection form;
 - iii. At Project completion, send a completed ODOT Curb Ramp Inspection Form 734-5020 to the address on the form as well as to State’s Project Manager for each curb ramp constructed or altered as part of the Project. The completed form is the documentation required to show that each curb ramp meets ODOT standards and is ADA compliant. ODOT’s fillable Curb Ramp Inspection Form and instructions are available at the following address:
- b. Agency shall ensure that any portions of the Project under Agency’s maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of the Project. This includes, but is not limited to, Agency ensuring that:
 - i. Pedestrian access is maintained as required by the ADA,
 - ii. Any complaints received by Agency identifying sidewalk, curb ramp, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed;
 - iii. Agency, or abutting property owner, pursuant to local code provisions, performs any repair or removal of obstructions needed to maintain the facility in compliance with the ADA requirements that were in effect at the time the facility was constructed or altered,

- iv. Any future alteration work on Project or Project features during the useful life of the Project complies with the ADA requirements in effect at the time the future alteration work is performed, and
 - v. Applicable permitting and regulatory actions are consistent with ADA requirements.
 - c. Maintenance obligations in this section shall survive termination of this Agreement.
- 3. This Agreement does not change any existing maintenance responsibilities.
- 4. This Agreement shall become effective on the date all required signatures are obtained and shall remain in effect for the purpose of ongoing maintenance (and power if applicable) responsibilities for the useful life of the facilities constructed as part of the Project. The useful life is defined as twenty (20) calendar years. The Project shall be completed within ten (10) calendar years following the date of final execution of this Agreement by both Parties.

AGENCY OBLIGATIONS

- 1. Agency grants State the right to enter onto Agency property for the performance of State's duties as set forth in this Agreement.
- 2. Agency agrees State will perform all right of way functions and shall enter into a separate Right of Way Services Agreement between Agency and State Right of Way, referencing this Agreement number.
- 3. Upon completion of the Project, State shall transfer by deed, and Agency shall accept, that property acquired by the State and needed for the operation and maintenance of the Agency's transportation facilities within the Project limits. The conveyance from State to Agency shall be free of costs or fees. Any property being conveyed shall be vested in Agency only so long as used for public transportation purposes. If said property is no longer used for public transportation purposes, it shall automatically revert to State.
- 4. Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, Agency 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.

5. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
6. Agency's Project Manager for this Project is Scott Smith, Street Supervisor, 1233 NW Lamonta Road, Prineville, Oregon, 97754 (541) 416-2165, ssmith@cityofprineville.com, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

STATE OBLIGATIONS

1. State shall perform the work described in Terms of Agreement, Paragraph 1 above.
2. State shall be responsible for all costs associated with the Project.
3. State certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within State's current appropriation or limitation of the current biennial budget.
4. State's Project Manager for this Project is Wade Luckman – Region 4 Construction Project Coordinator, 63055 N. Hwy 97, Bldg M, Bend, OR 97703, (541) 388-6087, wade.luckman@odot.state.or.us, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

GENERAL PROVISIONS

1. This Agreement may be terminated by mutual written consent of both Parties.
2. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
 - a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
 - c. If 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.

- d. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or State is prohibited from paying for such work from the planned funding source.
3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
4. 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 Agency 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.
5. With respect to a Third Party Claim for which State is jointly liable with Agency (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 Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency 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 Agency 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.
6. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency 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 Agency 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 Agency 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. Agency'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.

7. 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.
8. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
9. This Agreement and attached exhibits constitute 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. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

This Project is in the 2018-2021 Statewide Transportation Improvement Program, (Key #22123) that was adopted by the Oregon Transportation Commission on July 20, 2017 (or subsequently approved by amendment to the STIP).

SIGNATURE PAGE FOLLOWS

CITY OF PRINEVILLE, by and through its elected officials

By _____
Mayor

Date _____

By _____

Date _____

LEGAL REVIEW APPROVAL (If required in Agency's process)

By _____
Agency's Counsel

Date _____

Agency Contact:

Scott Smith, Street Supervisor
1233 NW Lamonta Road
Prineville, Oregon, 97754
(541) 416-2165,
ssmith@cityofprineville.com

State Contact:

Wade Luckman – Region 4 Construction
Project Coordinator
63055 N. Hwy 97, Bldg M
Bend, OR 97703
(541) 388-6087
wade.luckman@odot.state.or.us

STATE OF OREGON, by and through its Department of Transportation

By _____
Region 4 Manager

Date _____

APPROVAL RECOMMENDED

By _____
State Traffic Engineer

Date _____

EXHIBIT A
Approximate Project Location

