



**Location:** City Hall – Council Chambers  
**Date:** July 22, 2025  
**Time:** 6:00 PM

## City Council Meeting Agenda

Mayor Jason Beebe, Council Members Steve Uffelman, Janet Hutchison, Shane Howard, Jerry Brummer, Scott Smith, Marv Sumner and City Manager Steve Forrester

Attend telephonically by calling 346-248-7799 Meeting ID 947 5839 2608 Passcode: 123456

### Call to Order

### Flag Salute

### Additions to Agenda

### Consent Agenda

- [1.](#) Regular Meeting Brief 6-24-2025
- [2.](#) Special Meeting Brief 7-2-2025

### Visitors, Appearances and Requests

### Council Presentations

### Council Business

- [3.](#) Consideration of Council Meetings Video Transmission - Jered Reid
- [4.](#) Consideration of ATVs/UTVs/Golf Carts Code - Mayor Beebe
5. Consideration of Towing Code - Jered Reid
- [6.](#) Consideration for Notice of Appeal Filed for Planning Commission Decision - Josh Smith

### Staff Reports and Requests

- [7.](#) City Manager's Report - Steve Forrester
8. Barnes Butte Recreation Area Phase I Update - Casey Kaiser / Caroline Ervin

### Council Reports

### Ordinances

### Resolutions

- [9.](#) Resolution 1628 Authorizing an amendment to the existing Traffic Signal Maintenance Agreement with ODOT – Casey Kaiser



10. Resolution No 1629 - Approving an Agreement with the ODOT for  
Transportation Funding Grant (Cascades East Transit) - Casey Kaiser

## **Visitors, Appearances and Requests**

## **Adjourn**

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

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

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

**City Council Meeting Brief**  
**June 24, 2025**

**Council Members Present:**

Scott Smith  
Marv Sumner  
Steve Uffelman  
Janet Hutchison

Jason Beebe  
Shane Howard  
Jerry Brummer

**Council Members Absent**

None.

**Mayor Beebe stated that the Council felt they had enough information over the last couple of months to bring Ordinance 1300 & 1301 back to make a decision. The public hearing has been closed, and he would like to have the ordinances moved to the top of the agenda, since there is a lot of business for the Council to consider this evening. Visitors and Appearances will be limited to three minutes per person, and a timer will be used to ensure we stay on track.**

**Additions to the Agenda**

Ordinances will be moved on the agenda to be considered right after the Dispatch Promotion Recognition (Item 2).

**Consent Agenda**

1. Regular Meeting Brief 6-10-2025

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

**Visitors, Appearances, and Requests**

Pam Tano, a Prineville resident, said there should be a correction to the 6-10-2025 minutes since all of her questions were not answered, and documents have not been made available.

Julie Thompson – Green Valley Road, a county resident, explained that most people don't want a biomass, but those who voted on location picked the landfill. Ms. Thompson asked if the grant money received would have to be paid back if the biomass project didn't go through.

Caroline Ervin, Director of Strategy & Economic Development, explained that the grant funds do not have to be returned.

Ms. Thompson talked about water well testing in the county not being done, Knife River, and that nothing has happened yet.

Ken Smith, NW Peppermint Lane, a county resident, is surprised at the \$2M that has been spent and that is a heck of a lot of money. Who says it is going to work out?

Adam Milkulski, a county resident, talked about the community and there being quite a few houses up for sale. A lot of folks are concerned about the county and water issues.

No one else came forward.

### **Council Presentations**

#### **2. Dispatch Promotion Recognition of Katie Kemper – Chief Profio**

Chief Profio re-introduced Katie Kemper, who was just promoted to Dispatch Director, and provided background information on her career. In October 2024, Katie became Interim Dispatch Director.

The Chief talked about Katie's personal interests and professional training, adding that she will be teaching at COCC.

### **Ordinances:**

#### **3. Ordinance No. 1300 – Amendment to the City's Comprehensive Plan to Update Chapter 2 and 5 – Josh Smith**

Josh Smith, Planning Director, provided a workshop summary, explaining that the Council had agreed they had enough information to bring back the ordinances.

Councilor Uffelman said we have heard all the community comments, but as Council, we have not discussed it among each other. He is not in favor and feels we could take a look at the Employment Opportunity Analysis (EOA) and that we should not approve Ordinance 1300 at this time, though he is in favor of biomass.

Councilor Howard said that the city and county have identified that more industrial land is needed because we lost a good chunk of industrial land with the re-zoning of the Ochoco Mill area. We have invested a lot of money and time. We have to be in a position for the future.



Dams are being removed along with the power they produce, and we have to do something. We have lost almost 2,000,000 acres to wildfire. He is supporting Ordinances 1300 & 1301.

Councilor Sumner asked about the new information we have and whether it might change the EOA.

Josh Smith explained that this has to be done, but we have new information that can be addressed. The proposed EOA is rail-centric and up on the hill, doesn't have rail. We can do a better, defensible document by taking a step back.

Councilor Sumner said that he agrees with Councilor Uffelman and talked about the research he did regarding the statement made about lawsuits against the Eugene plant at the last meeting, and there are none. He is in favor of both Ordinances 1300 & 1301.

Councilor Hutchison talked about the consultant being able to update the EOA and thinks it could be updated to have a more defensible document, and would like to see it brought back. She is not in favor of Ordinance 1300. As far as Ordinance 1301, it is a no at its present location.

Discussions continued regarding the industrial land on top of the hill and running a rail line up.

Councilor Smith feels the same way as Councilors Uffelman and Hutchison. Councilor Smith talked about when people were working out in the forest, and if there was a fire, they got on it and took care of it because they didn't want to see anything going up in flames. Councilor Smith said that there has been a lot of misinformation, here in person and on social media. He knows for a fact that if anyone was to ask Mr. Forrester that he could arrange a tour. He is in favor of biomass. It's a shame of all the misinformation and the spreading of it. He would like to take the opportunity to re-evaluate the EOA and move forward from there.

Discussions continued regarding the cost of developing a rail spur, the benefits of a spur, a spur being a long-term infrastructure benefit, and power benefiting the community. The EOA only identifies and justifies the need of industrial land. If there was contamination at the landfill area and they couldn't identify where the contamination was coming from, they could shut down the landfill. A rail spur would be a long process and probably would require a feasibility study.

Mayor Beebe said it would be easier and cleaner to step back from Ordinance 1300 and update. He is not in favor of the UGB area proposed, but is in favor of biomass and would like to see if the water usage could be mitigated. He is here to serve the citizens of Prineville and listen to county residents.

Jered Reid, City Attorney, clarified how to make a motion on the Ordinance, and that if Ordinance No. 1300 fails, Ordinance No. 1301 is moot and can't even be brought to a vote.

**Councilor Howard made a motion to approve Ordinance No. 1300. Motion seconded. No discussion on motion, motion failed.**

**4. Ordinance No. 1301 – Amendment to the City’s Comprehensive Plan Map  
Expanding the UGB – Josh Smith**

*This ordinance was deemed moot by Ordinance No. 1300 failing to pass, and was not brought to a vote.*

**Council Business:**

None.

**Staff Reports and Requests:**

**5. City Manager’s Report – Steve Forrester**

Mr. Forrester presented his manager’s report highlighting the activity of each department.

There were no questions.

**Council Reports**

Councilor Sumner talked about his service on the COIC Committee and that he was invited to be a member of the loan committee. There are funds available to businesses that might not be able to otherwise obtain funding. What he saw is that not enough people know about these resources which can be found online.

No further reports.

**Resolutions:**

**6. Resolution No. 1620 – Approving a Rate Increase for Solid Waste Franchisee  
Services – Steve Forrester**

Mr. Forrester talked about the prior Council meeting and the Council settling on a 5% increase.

There were discussions regarding looking at their financials again in six months to evaluate, making sure they are staying on track, service, costs outside of their control, such as tipping and fuel.

**Councilor Uffelman made a motion to approve Resolution No. 1620. Motion seconded. No discussion on motion. All in favor, motion carried.**

**7. Resolution No. 1621 – Adopting a Supplemental Budget & Making Budget  
Appropriations for BN 2023-2025 (PUBLIC HEARING) – Lori Hooper Antram**

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

Lori Hooper Antram, Finance Director, went through the resolution explaining why the resolution is necessary and that these expenses are being reimbursed.

There were no questions.

No one came forward to testify, no one was on the phone, and no written comments were received.

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

**Councilor Smith made a motion to approve Resolution No. 1621. Motion seconded. No discussion on motion. All in favor, motion carried.**

**8. Resolution No. 1622 – Approving Appropriation Adjustments to the BN 2023-2025 Budget for the Fourth Quarter of the Second Fiscal Year – Lori Hooper Antram**

Mrs. Hooper Antram explained the purpose of the resolution and added that the title has been corrected to read the fourth quarter, not the first quarter.

Councilor Sumner asked about personnel services.

**Councilor Hutchison made a motion to approve Resolution No. 1622. Motion seconded. No discussion on motion. All in favor, motion carried.**

**9. Resolution No. 1623 – Adopting Budget and Making Appropriations for BN 2025-2027 (PUBLIC HEARING) – Lori Hooper Antram**

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

Mrs. Hooper Antram explained that this resolution is necessary to adopt the budget.

There were no questions from the Council.

No one came forward to testify. No one was on the phone, and no written comments were received.

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

**Councilor Uffelman made a motion to approve Resolution No. 1623. Motion seconded. No discussion on motion. All in favor, motion carried.**

**10. Resolution No. 1624 – Imposing and Categorizing Taxes for the 2025-2026 Fiscal Year of the Biennial 2027 Budget – Lori Hooper Antram**

Mrs. Hooper Antram explained that the budget committee approved the tax rate. There are two resolutions, one for each fiscal year.

There were no questions from the Council.

**Councilor Smith made a motion to approve Resolution No. 1624. Motion seconded. No discussion on motion. All in favor, motion carried.**

**11. Resolution No. 1625 – Imposing and Categorizing Taxes for the 2026-2027 Fiscal Year of the Biennial 2027 Budget – Lori Hooper Antram**

There were no questions from the Council.

**Councilor Hutchison made a motion to approve Resolution No. 1625. Motion seconded. No discussion on motion. All in favor, motion carried.**

**12. Resolution No. 1626 – Declaring the City of Prineville’s Election to Receive State Revenue Sharing (PUBLIC HEARING) – Lori Hooper Antram**

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

Mrs. Hooper Antram explained that this has to be approved each fiscal year with the Budget Committee and the Council.

There were no questions from the Council.

No one came forward to testify, no one was on the phone, and no written comments were received.

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

**Councilor Brummer made a motion to approve Resolution No. 1626. Motion seconded. No discussion on motion. All in favor, motion carried.**

**13. Resolution No. 1627 – Establishing Fees and Charges for the City of Prineville Fiscal Year 2025-2026 (PUBLIC HEARING) – Lori Hooper Antram**

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

Mrs. Hooper Antram explained that this resolution is to establish fees for services.

There were discussions regarding the riparian fee and it not actually being used.

Pam Tano, a Prineville resident, had questions regarding the fees for public records, stating that she still doesn’t understand the billing.

No one else came forward to testify. No one was on the phone, and no written comments were received.

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

**Councilor Hutchison made a motion to approve Resolution No. 1627. Motion seconded. No discussion on motion. All in favor, motion carried.**

**Visitors, Appearances, and Requests:**

James Peterson, a county resident, came forward. Talked about when he worked for the city and talked about the projects that were moved forward. He talked about his project for putting lights along the bike path, and little did he know about all of the people that would be affected by putting in lights. Getting buy-in on projects for transparency and effective communication. Challenges are an opportunity, and needing buy-in.

Adam Milkulski, a county resident, appreciated James Peterson's speech. Wants to know where we are going from here and how we are going to get it out to the public.

Mayor Beebe talked about the process and how we could move forward, learning how to do it better, and he is open to suggestions.

Councilor Smith agreed with the Mayor and getting more information out there. However, when we do get information out there, we are called liars, so what do you do with that?

Josh Smith, Planning Director, said the EOA is a technical data document, and it doesn't do anything but just justify the need, and is just a city document. The UGB expansion would involve public involvement.

Julie Thompson, a county resident, said signing up for the emails works great.

Councilor Hutchison thanked everyone for coming up.

Pam Tano, a Prineville resident, talked about Lane County, the Seneca plant, trucking, and she is still looking for a list of documents. Talked about putting documents online, agenda items should be put online, and traffic study software programs and training.

Ashley McCormack, Hidden Valley Road, a county resident, talked about her bad water and that one test doesn't do anything.

No one else came forward.

**Adjourn**

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

Meeting adjourned at 7:37 P.M.

**Motions and Outcomes:**

Motion:	Outcome	Beebe	Brummer	Howard	Hutchison	Smith	Sumner	Uffelman
Consent Agenda as Presented	PASSED	Y	-	Y	Y	Y	Y	Y
Ordinance No. 1300 – Amendment to the City’s Comprehensive Plan to Update Chapters 2 and 5	FAILED	N	N	Y	N	N	Y	N
Ordinance No. 1301 – Amendment to the City’s Comprehensive Plan Map Expanding the UGB	NOT CONSIDERED	-	-	-	-	-	-	-
Resolution No. 1620 – Approving a Rate Increase for Solid Waste Franchisee Services	PASSED	Y	Y	Y	Y	Y	Y	Y
Resolution No. 1621 – Adopting a Supplemental Budget & Making Budget Appropriations for BN 2023-2025 ( <b>PUBLIC HEARING</b> )	PASSED	Y	Y	Y	Y	Y	Y	Y
Resolution No. 1622 – Approving Appropriation Adjustments to the BN 2023-2025 Budget for the Fourth Quarter of the Second Fiscal Year	PASSED	Y	Y	Y	Y	Y	Y	Y
Resolution No. 1623 – Adopting Budget and Making Appropriations for BN 2025-2027 ( <b>PUBLIC HEARING</b> )	PASSED	Y	Y	Y	Y	Y	Y	Y
Resolution No. 1624 – Imposing and Categorizing Taxes for the 2025-2026 Fiscal Year of the Biennial 2027 Budget	PASSED	Y	Y	Y	Y	Y	Y	Y
Resolution No. 1625 – Imposing and Categorizing Taxes for the 2026-2027 Fiscal Year of the Biennial 2027 Budget	PASSED	Y	Y	Y	Y	Y	Y	Y
Resolution No. 1626 – Declaring the City of Prineville’s Election to Receive State Revenue Sharing ( <b>PUBLIC HEARING</b> )	PASSED	Y	Y	Y	Y	Y	Y	Y
Resolution No. 1627 – Establishing Fees and Charges for the City of Prineville Fiscal Year 2025-2026 ( <b>PUBLIC HEARING</b> )	PASSED	Y	Y	Y	Y	Y	Y	Y
Adjourn Meeting	PASSED	Y	Y	Y	Y	Y	Y	Y

Public Records Disclosure

Under the Oregon public records law, all meeting information, agenda packets, ordinances, resolutions, audio, and meeting briefs are available at the following URL:  
<https://www.cityofprineville.com/meetings>.



**CITY OF PRINEVILLE**  
**Special Meeting Brief**  
387 NE Third Street – Prineville, OR 97754  
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**City Council Meeting Brief**  
**July 2, 2025**

**Council Members Present:**

Scott Smith  
Marv Sumner  
Jerry Brummer

Jason Beebe  
Shane Howard

**Council Members Absent**

Steve Uffelman  
Janet Hutchison

**Additions to the Agenda**

None.

**Council Business**

**1. Formal Response to a Grievance Filed with City Council on June 26, 2025 – Jered Reid**

Mr. Reid provided the background information regarding the grievance that was filed, stating that anyone can file a grievance if they feel a public meeting violation has occurred.

Mr. Reid has reviewed the alleged grievance and have not violated any public meeting law. We have 21 days to respond, and since we are considering canceling the July 8<sup>th</sup> meeting, we are bringing this forward to you today. His response to the grievance is in the packet and if approved, he will forward a copy of the response letter to the person that filed the grievance as well as the Oregon Government Ethics Commission.

The Council reviewed Mr. Reid's response letter. There were no questions.

**Councilor Smith made a motion to approve sending the response letter to the appropriate parties. Motion seconded. No discussion on motion. All in favor, motion carried.**

**2. Consideration to Cancel the July 8<sup>th</sup> 2025, Regular Council Meeting**



Mayor Beebe said there is no business for the July 8<sup>th</sup> Council meeting. Council Howard asked if the EOA update would be ready for July 8<sup>th</sup>, and it will not be.

**Councilor Sumner made a motion to cancel the July 8<sup>th</sup> Regular Council meeting. Motion seconded. No discussion on motion. All in favor, motion carried.**

**Adjourn**

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

Meeting adjourned at 12:05 P.M.

**Motions and Outcomes:**

Motion:	Outcome	Beebe	Brummer	Howard	Hutchison	Smith	Sumner	Uffelman
Motion to approve sending the response letter to the appropriate parties	PASSED	Y	Y	Y	-	Y	Y	-
Motion to cancel the July 8 <sup>th</sup> Regular Council meeting	PASSED	Y	Y	Y	-	Y	Y	-
Adjourn Meeting	PASSED	Y	Y	Y	-	Y	Y	-

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## STAFF REPORT

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**MEETING DATE:** 7/22/2025

**PREPARED BY:** James Wilson

**SECTION:** Staff Reports and Requests

**DEPARTMENT:** City Administration

**CITY GOAL:**

**SUBJECT:** Video Transmission of City Council Meetings

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**REASON FOR CONSIDERATION:** The City has received requests for Council Meetings to be provided in a live-stream format with simultaneous video transmission. There are several points of consideration that need to be adopted into the City's policy for this to occur.

**BACKGROUND:** Today, the City of Prineville is compliant with Oregon public meeting law regarding remote accessibility of City Council Meetings. This requirement is met by allowing a call-in number that is published with meeting notices and agendas that the public can call into and listen to the audio of the meeting in real-time. During public hearings, public testimony can be taken by this method. This process meets the statutory requirement.

The City has received feedback that only listening to the meeting is not as engaging or effective for remote participants to understand the concepts being presented when many times presenters are using visual aids, presentations or other media that is not in an audio-only format. Additionally, an audio only format makes it difficult to understand who is saying what during times of discussion amongst staff and council. This has led to the City receiving requests to provide a live-stream format meeting so that the virtual participants can watch, as well as listen, to the meeting. Staff considered posting presentations and slide decks with the meeting packets, however, often the slides and materials do not stand-alone without the accompanying presentation explaining how the slide or visual aid is relevant to the matter under consideration.

In reviewing the request for a live-stream format of Council meetings, there are several policy matters which require Council direction prior to implementation. If the City chooses to provide simultaneous video transmission the City will be creating additional records of the meetings which will need to be maintained in archive. The size of video files is large, and depending on meeting content could have long retention periods. The City will need to change several subscription services to allow for retention of these large video files, and add additional tools to the City's media software to allow for controlled testimony during required

public hearings without attendees having the ability to disrupt the meeting environment outside of allowed participation periods.

An additional request to post these recordings on-line has also been received and should be considered as we develop and adopt policies related to this matter.

Staff has identified the following discussion points and seeks Council guidance as to which options they would like to incorporate into policy and practice to increase public accessibility to meetings while balancing the risks and costs associated with this process, while remaining in compliance with Oregon law.

1. To provide a live-stream format for meetings which are accessible to the public to view in real-time during the time of the meeting.
2. To post audio/ video recordings of the meetings on the City's website or other platform so that the public can review and download these meetings later. These recordings would be accessible on the open internet, including the testimony of residents that attend the meeting to address the Council in person. It is notable that if the Council chooses to NOT post these recordings on the open internet, they would still be available to the public through a public records request, which would be fulfilled digitally.
3. To allow the public to provide testimony through online means outside of legally required public hearings. For example, does the council want to receive appearances from virtual attendees during the "visitors, appearances and requests" agenda item. If so, does the Council wish to implement a time limit for such remote appearances.

**FISCAL IMPACT:** The City will need to upgrade some subscription services to accommodate a live stream format while ensuring public testimony is accommodated pursuant with Oregon law. The City will also incur expenses related to the retention of larger video files, and additional hosting costs if those files are made accessible on the City's website. These costs are relatively low and will likely be able to be absorbed within the existing budget resources for the IT fund.

**RECOMMENDATION:** Staff recommends the City Council consider the merits of simultaneous video transmission weighed against the burden of records management in creating additional retained records and the risks associated with placing such records on the open internet and provide staff with policy direction on this matter.

# House Bill 3155

Sponsored by Representative CATE (Presession filed.)

## SUMMARY

The following summary is not prepared by the sponsors of the measure and is not a part of the body thereof subject to consideration by the Legislative Assembly. It is an editor's brief statement of the essential features of the measure **as introduced**. The statement includes a measure digest written in compliance with applicable readability standards.

Digest: The Act allows ATVs on the roads if the ATV meets certain requirements and does not go on the freeway. (Flesch Readability Score: 66.1).

Permits a person to operate Class I, Class III and Class IV all-terrain vehicles on highways that are not interstate highways if the all-terrain vehicle meets vehicle equipment standards and the all-terrain vehicle is registered.

Directs the Department of Transportation to permit optional registration for Class I, Class III or Class IV all-terrain vehicles if the applicant provides satisfactory proof that the all-terrain vehicle meets equipment standards for highway use.

## A BILL FOR AN ACT

Relating to all-terrain vehicles; creating new provisions; and amending ORS 803.310, 803.525, 806.020, 807.020, 815.110 and 821.190.

**Be It Enacted by the People of the State of Oregon:**

**SECTION 1. Section 2 of this 2025 Act is added to and made a part of ORS 821.150 to 821.292.**

**SECTION 2. A Class I, Class III or Class IV all-terrain vehicle may be lawfully operated on a highway under the following circumstances:**

**(1) The all-terrain vehicle is registered under ORS 803.310; and**

**(2) The vehicle is operated on a highway that is not an interstate highway.**

**SECTION 3. ORS 821.190 is amended to read:**

821.190. (1) A person commits the offense of unlawful operation of an off-road vehicle on a highway or railroad if the person operates a vehicle described in subsection (2) of this section in any of the following described areas:

(a) On or across the paved portion, the shoulder, inside bank or slope of any highway, on or across the median of any divided highway or on or across any portion of a highway right of way under construction.

(b) On or across a railroad right of way.

(2) This section applies to:

(a) Snowmobiles.

(b) Class I all-terrain vehicles **that:**

**(A) Are not properly equipped for operation on a highway; and**

**(B) Are not registered under ORS 803.310.**

(c) Class II all-terrain vehicles that are not properly equipped for operation on a highway.

(d) Class III all-terrain vehicles **that:**

**(A) Are not properly equipped for operation on a highway; and**

**(B) Are not registered under ORS 803.310.**

**NOTE:** Matter in **boldfaced** type in an amended section is new; matter *[italic and bracketed]* is existing law to be omitted. New sections are in **boldfaced** type.

(e) Class IV all-terrain vehicles **that:**

**(A) Are not properly equipped for operation on a highway; and**

**(B) Are not registered under ORS 803.310.**

(3) Exemptions from this section are established under ORS 821.055 and 821.200.

**(4) Subsection (1) of this section does not apply to Class I, Class III or Class IV all-terrain vehicles that are registered under ORS 803.310 and operate on highways that are not interstate highways as permitted under section 2 of this 2025 Act.**

[(4)] (5) In addition to penalties provided by this section, the operator or owner of a snowmobile or Class I, Class II, Class III or Class IV all-terrain vehicle may be liable as provided under ORS 821.310.

[(5)] (6) The offense described in this section, unlawful operation of an off-road vehicle on a highway or railroad, is a Class B traffic violation.

**SECTION 4.** ORS 803.310 is amended to read:

803.310. (1) The Department of Transportation, by rule, may provide for optional registration of vehicles that are exempt from vehicle registration requirements by ORS 803.305. The rules adopted for purposes of this subsection may provide for the registration of categories of vehicles, types of vehicles or otherwise. Upon request of an owner, the department may issue registration for a vehicle that meets the requirements of rules adopted under this section.

**(2) The department, by rule, shall provide for optional registration of Class I, Class III and Class IV all-terrain vehicles. Notwithstanding the requirement in ORS 803.350 (9) that a vehicle registered in this state be designed for operation on highways, an applicant may request optional registration of a Class I, Class III or Class IV all-terrain vehicle if the applicant provides the department with satisfactory proof that the all-terrain vehicle meets equipment requirements imposed by statute or rule for the lawful operation of a vehicle on the highways. The department may adopt rules to carry out the provisions of this subsection, including but not limited to specifying what constitutes satisfactory proof under this subsection and the amount of the registration fee.**

[(2)] (3) A vehicle that is registered under this section is subject to the same provisions, conditions, fees and other requirements for registration as are other vehicles under the vehicle code.

**SECTION 5.** ORS 807.020, as amended by section 3, chapter 12, Oregon Laws 2024, is amended to read:

807.020. A person who is granted a driving privilege by this section may exercise the driving privilege described without violation of the requirements under ORS 807.010. A grant of driving privileges to operate a motor vehicle under this section is subject to suspension and revocation the same as other driving privileges granted under the vehicle code. This section is in addition to any exemptions from the vehicle code under ORS 801.026. The following persons are granted the described driving privileges:

(1) A person who is not a resident of this state or who has been a resident of this state for less than 30 days may operate a motor vehicle without an Oregon license or driver permit if the person holds a current out-of-state license issued to the person. For the purpose of this subsection, a person is a resident of this state if the person meets the residency requirements described in ORS 807.062. To qualify under this subsection, the person must have the out-of-state license or driver permit in the person's possession. A person is not granted driving privileges under this subsection:

(a) If the person is under the minimum age required to be eligible for driving privileges under ORS 807.060;

1 (b) During a period of suspension or revocation by this state or any other jurisdiction of driving  
2 privileges or of the right to apply for a license or driver permit issued by this state or any other  
3 jurisdiction; or

4 (c) That exceed the driving privileges granted to the person by the out-of-state license or driver  
5 permit.

6 (2) A person who is a member of the Armed Forces of the United States or a member of the  
7 commissioned corps of the National Oceanic and Atmospheric Administration may operate a motor  
8 vehicle without an Oregon license or driver permit if the person is operating a motor vehicle in the  
9 course of the person's duties in the Armed Forces or the National Oceanic and Atmospheric Ad-  
10 ministration.

11 (3) A person without a license or driver permit may operate a road roller or road machinery  
12 that is not required to be registered under the laws of this state.

13 (4) A person without a license or driver permit may temporarily operate, draw, move or propel  
14 a farm tractor or implement of husbandry.

15 (5) A person without a license or driver permit may operate a motor vehicle to demonstrate  
16 driving ability during the course of an examination administered under ORS 807.070 for the purpose  
17 of qualifying for a license or driver permit. This subsection only applies when an authorized exam-  
18 iner is in a seat beside the driver of the motor vehicle.

19 (6) Driving privileges for snowmobiles are exclusively as provided in ORS 821.150.

20 (7) Driving privileges for Class I all-terrain vehicles are exclusively as provided in ORS 821.170,  
21 unless:

22 (a) A person is operating a Class I all-terrain vehicle on an all-terrain vehicle highway access  
23 route that is designated by the Oregon Transportation Commission as open to all-terrain vehicles;  
24 or

25 (b) A person registers the Class I all-terrain vehicle under ORS 803.310 and is operating  
26 the Class I all-terrain vehicle on a highway as permitted under section 2 of this 2025 Act.

27 (8) Driving privileges for Class III all-terrain vehicles are exclusively as provided in ORS  
28 821.172, unless:

29 (a) A person is operating a Class III all-terrain vehicle on an all-terrain vehicle highway access  
30 route that is designated by the commission as open to all-terrain vehicles; or

31 (b) A person registers the Class III all-terrain vehicle under ORS 803.310 and is operating  
32 the Class III all-terrain vehicle on a highway as permitted under section 2 of this 2025 Act.

33 (9) Driving privileges for Class IV all-terrain vehicles are exclusively as provided in ORS  
34 821.176, unless:

35 (a) A person is operating a Class IV all-terrain vehicle on an all-terrain vehicle highway access  
36 route that is designated by the commission as open to all-terrain vehicles; or

37 (b) A person registers the Class IV all-terrain vehicle under ORS 803.310 and is operating  
38 the Class IV all-terrain vehicle on a highway as permitted under section 2 of this 2025 Act.

39 (10) A person without a license or driver permit may operate a golf cart in accordance with an  
40 ordinance adopted under ORS 810.070.

41 (11) The spouse of a member of the Armed Forces of the United States on active duty or the  
42 spouse of a member of the commissioned corps of the National Oceanic and Atmospheric Adminis-  
43 tration who is accompanying the member on assignment in this state may operate a motor vehicle  
44 if the spouse has a current out-of-state license or driver permit issued to the spouse by another state  
45 in the spouse's possession.

(12) A person who is a member of the Armed Forces of the United States on active duty or a member of the commissioned corps of the National Oceanic and Atmospheric Administration may operate a motor vehicle if the person has a current out-of-state license or driver permit in the person's possession that is issued to the person by the person's state of domicile or by the Armed Forces of the United States in a foreign country. Driving privileges described under this subsection that are granted by the Armed Forces apply only for a period of 45 days from the time the person returns to the United States.

(13) A person who does not hold a motorcycle endorsement may operate a motorcycle if the person is:

(a) Within an enclosed cab;

(b) Operating a vehicle designed to travel with three wheels in contact with the ground at speeds of less than 15 miles per hour; or

(c) Operating an auticycle.

(14) Except as provided in subsection (15) of this section, a person may operate a bicycle without any grant of driving privileges.

(15) A person may operate the following without any grant of driving privileges if the person is 16 years of age or older:

(a) A Class 1 electric assisted bicycle;

(b) A Class 2 electric assisted bicycle; or

(c) A Class 3 electric assisted bicycle.

(16) A person may operate a motor assisted scooter without a driver license or driver permit if the person is 16 years of age or older.

(17) A person who is not a resident of this state or who has been a resident of this state for less than 30 days may operate a motor vehicle without an Oregon license or driver permit if the person is at least 15 years of age and has in the person's possession a current out-of-state equivalent of a Class C instruction driver permit issued to the person. For the purpose of this subsection, a person is a resident of this state if the person meets the residency requirements described in ORS 807.062. A person operating a motor vehicle under authority of this subsection has the same privileges and is subject to the same restrictions as a person operating under the authority of a Class C instruction driver permit issued as provided in ORS 807.280.

(18) A person may operate an electric personal assistive mobility device without any grant of driving privileges if the person is 16 years of age or older.

**SECTION 6.** ORS 803.525 is amended to read:

803.525. The Department of Transportation shall issue two registration plates for every vehicle that is registered by the department except as otherwise provided in this section or ORS 803.530. Upon renewal or when otherwise provided under ORS 803.555, the department may issue stickers in lieu of or in addition to registration plates. The following shall be issued plates as described:

(1) Only one registration plate shall be issued for a moped, motorcycle, trailer, antique vehicle or vehicle of special interest registered by the department.

(2) Only one plate shall be issued for a camper or **Class I, Class III or Class IV all-terrain vehicle** that is registered. Stickers may be issued in lieu of a plate.

**SECTION 7.** ORS 806.020 is amended to read:

806.020. This section provides exemptions from the necessity for compliance with or proof of compliance with financial responsibility requirements in accident reports under ORS 811.725, when applying for vehicle registration under ORS 803.370 or 803.460 and for operating a vehicle under



ORS 806.010. The owner or operator of a vehicle is exempt, as provided by this section, from financial responsibility requirements if the vehicle involved in the accident, sought to be registered or operated is any of the following:

(1) An antique vehicle issued permanent registration under ORS 805.010.

(2) A farm trailer.

(3) A farm tractor.

(4) An implement of husbandry.

(5) A vehicle of special interest that is maintained as a collector's item and used for exhibitions, parades, club activities and similar uses, but not used primarily for the transportation of persons or property.

(6) A snowmobile or a Class I, Class III or Class IV all-terrain vehicle, unless the vehicle is operating on an all-terrain vehicle highway access route that is designated by the Oregon Transportation Commission as open to all-terrain vehicles **or on a highway as permitted under section 2 of this 2025 Act.**

(7) Any motor vehicle not operated on any highway or premises open to the public in this state.

(8) A motor assisted scooter.

(9) An electric personal assistive mobility device.

**SECTION 8.** ORS 815.110 is amended to read:

815.110. This section establishes requirements for ORS 815.115. The requirements under this section are in addition to any other requirements for lighting equipment provided by law. Except as specifically provided by an exemption under ORS 815.120, a person violates ORS 815.115 if the person does not comply with any of the following requirements:

(1) The following types of vehicles must display slow-moving vehicle emblems described under ORS 815.060:

(a) Vehicles or combinations of vehicles designed for customary use at speeds of less than 25 miles per hour.

(b) Golf carts or similar vehicles when operated by a person with a disability.

(c) *[Class I, Class II and Class IV]* All-terrain vehicles operated on a highway under ORS 821.191 (1) **or section 2 of this 2025 Act.**

(2) Slow-moving vehicle emblems must meet the requirements for such emblems established by the Department of Transportation by rule under ORS 815.060.

(3) Slow-moving vehicle emblems shall be displayed on the rear of the power unit. When a combination of vehicles is being operated in a manner that obscures the emblem mounted on the power unit, an additional emblem shall be displayed on the rear of the rearmost vehicle in the combination.

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541.475.1111

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545 NE 7<sup>th</sup> Street  
Prineville, Oregon 97754  
541.447.3910

To: Prineville City Council  
From: Jered Reid  
Re: Notice of Appeal – Options for Council  
Date: July 22, 2025

Dear Council:

As outlined within Planning Director Josh Smith's Staff Report, you have four options regarding the Notice of Appeal filed by BestCare Treatments Services, Inc. The purpose of this letter is to outline in more detail each of the options:

1. Hearing *De Novo*. This means that you would have the land use hearing at the Council level as if the Planning Commission Hearing did not happen. You would have a public hearing like what the Planning Commission did on June 17, 2025; however, none of the evidence or testimony presented at that time would be able to be considered.
2. Hearing *De Novo* limited to specific items. Similar to the option above, this would mean that Council would conduct a separate land use hearing without relying on any evidence from the Planning Commission; however, it would be limited to one or more of the issues raised by the appellant and not the entire case.
3. Hearing on the Record. This would allow for Council to make its own decision regarding the land use application; however, it would not have any new testimony and would instead rely upon the record from the Planning Commission.
4. Decline Review. This means that you uphold the Planning Commission decision without the need for a future hearing. The City Council has discretion to hear a land use action appeal. In determining whether to hear an appeal, the City Council may consider only: (1) the record developed before the Planning Commission; (2) the Notice of Appeal; and (3) recommendations of staff.

Very Truly Yours,

Jered Reid  
City Attorney



# City of Prineville

## DEPARTMENT OF PLANNING & COMMUNITY DEVELOPMENT

### NOTICE OF APPEAL STAFF REPORT

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**APPEAL #:** App-2025-100

**ORIGINAL APPLICATION #:** CU-2025-102

**APPELANT\OWNER:** BestCare Treatments Services, Inc.  
P.O. Box 1710  
Redmond, OR 97756

**APPEAL HEARING DATE:** July 22, 2025

**PROJECT REVIEWER:** Joshua Smith,  
Planning Director

**PROCEDURAL HISTORY:**

A pre-application meeting was held on March 14, 2024 (PA-2024-100). A meeting summary was sent to the applicant clearly stating that “the application may be denied simply because of the zoning”. A conditional use application CU-2025-102 was applied for on May 6, 2025. The public hearing was held on June 17, 2025, and the final decision (Denial) was signed and sent on June 23, 2025. The notice of appeal was received on July 3, 2025.

**ISSUE SUMMARY:**

BestCare’s conditional use application for a housing project in the General Commercial (C2) zone was denied by the Planning Commission at their June 17, 2025, hearing. The denial was based on incompatibility with the Comprehensive Plan and purpose of the C2 zone. This is primarily discussed in Findings 2 and 3 of the staff report. The applicant is arguing that specific Oregon Revised Statutes (ORS), and the lack of substantial evidence that the proposal is incompatible with the Comprehensive Plan and C2 zone precludes the City from denying the application.

***Appellant Issue #1:***

*The Planning Commission erred by failing to apply clear and objective standards to the application as required under ORS 197A.400 and ORS 227.175(4)(b)(A).*

**Planning Department’s Position:**

The clear and objective standards of ORS 197A.400 and 227.175(4)(b)(a) do not apply to conditional uses in a commercial zone, provided there is a clear and objective path for residential development that is outright permitted. This is expressed in ORS 197A.400(3). The City does provide a clear and objective path for residential development for above ground floor commercial. A multi-family development in the C2 zone is a conditional use and therefore a discretionary approval under 197A.400(3). The fact that this application could be denied based on the zoning alone was stated many times to the applicant, including at the pre-application meeting. If clear and objective standards were also applied to conditional uses, it would have the effect of eliminating any commercial zoning that allows residential in any way. Those zones would essentially become residential zones with the possibility of commercial.

***Appellant Issue #2:***

*The Planning Commission erred by failing to apply ORS 197A.445 and 197A.460 to the application.*

**Planning Department's Position:**

The Planning Commission did apply ORS 197A.445 and 197A.460 to the application. It is clearly stated in Finding 2 of the staff report.

197A.445 does not apply due to the following:

- Section (2)(a) - BestCare is not an affordable housing developer that meets the ownership requirements.
- Section (4)(c)(C) - A portion of the property is within the 100-year floodplain.
- Section (5)(b) – The C2 zone does allow for some light industrial uses, but it is not publicly owned or adjacent to a residential zone or school.

197A.460 does not apply due to the following:

- Section (1) – The C2 zone does allow some industrial uses.
- Section (3)(b)(C) – A portion of the property is within the 100-year floodplain.
- Section (3)(c) – The property is vacant.

***Appellant Issue #3:***

*The Planning Commission erred by concluding that the application is not compatible with the Comprehensive Plan.*

**Planning Department's Position:**

ORS 227.175(4)(a) clearly states “a city may not approve an application unless the proposed development of land would be in compliance with the comprehensive plan for the city and other applicable land use regulation or ordinance provisions”. The city’s land use code also clearly states this in criteria section 153.014. Within the staff report, Finding 2 provides the applicable policies.

As stated in Issue #1, this housing application is a conditional use in a commercial zone where a clear and objective path exists for residential development. Therefore, the city is not compelled by state law to approve the application or apply clear and objective standards. The city’s comprehensive plan and zoning ordinance only provides an opportunity for this type of residential development to be approved in a commercial zone, not a guarantee. It clearly states in City code 153.135 those conditional uses “*may*” be permitted. The word “*may*” provides for discretionary authority.

Comprehensive Plans set forth policies that guide land use implementing ordinances. In this case two (2) policies were cited in the staff report that direct the process for developing residential uses in a commercial zone. Chapter 2, commercial policy 11; is the policy that directs the “clear and objective” process of building residential above ground floor commercial. Chapter 7 (Housing), policy 14 provides the policy that directs the “discretionary” or conditional use process of building residential in commercial zoning.

**Appellant Issue #4:**

*The Planning Commission erred by concluding that the Application is incompatible with the purpose of the City's C2 zone.*

**Planning Department's Position:**

The applicant is arguing that because the use is allowed, even as a conditional use, it must be compatible with the zone. They are also arguing that this violates the goal post rule, ORS 227.178(3)(a). We disagree with both arguments. The reason a use is listed as "conditional" is because it may not be compatible with other uses in the zone that are listed as outright uses. The purpose of a conditional use application is to determine whether a use is compatible or not and whether those issues can be mitigated. The purpose of the C2 zone is clear and should be preserved for commercial use particularly along the highway. The goal post rule was not violated as the applicant understood the decision on this application was purely discretionary.

**Applicant:**

- ☐ Is requesting a hearing on the appeal.
- ☐ The type of appeal was not specified.


**City Council options:**

- ☐ Hearing De Novo (from the beginning)
- ☐ Hearing De Novo limited to specific items
- ☐ Hearing On the record (no new testimony, but written comments on the record)
- ☐ Decline hearing uphold PC decision

**Staff Recommendation:**

- ☐ Decline hearing and uphold PC decision.
  - Applicant has option to appeal to Land Use Board of Appeals (LUBA).

Written by:

  
Joshua Smith  
Planning Director

July 3, 2025

**VIA E-MAIL AND HAND DELIVERED**

Prineville City Council  
387 NE 3rd Street  
Prineville, OR 97754

Re: 996 NW Madras Highway – (CU-2025-102)

Dear Councilors:

This law firm represents the owner of the above property, Bestcare Treatments Services, Inc. (“Appellant”), with respect to the above-referenced land use matter. On June 23, 2025 the Prineville Planning Commission (the “Planning Commission”) issued an order denying the above-referenced application. The Appellant appeals that order pursuant to Section 153.258 of the Prineville Zoning, Subdivision, Partitioning and Land Development Ordinance (“PZO”). This notice of appeal constitutes Appellant’s statement of the grounds for appeal necessary to meet the sufficient specificity requirement of PZO 153.258.030(A). Pursuant to PZO 153.258.090(A) and (E)(4), Appellant intends to submit further written argument in support of the appeal prior to a hearing on the appeal. The City’s appeal form is enclosed and Appellant will deliver the appeal fee in person along with a hard copy of this notice.

The grounds for this appeal are straightforward. The City Council should review the order because the Planning Commission erred by (1) failing to apply clear and objective standards to the application as required under ORS 197A.400 and ORS 227.175(4)(b)(A); (2) failing to abide by the requirements of ORS 197A.445 and ORS 197A.460 for affordable housing; (3) concluding without substantial evidence that the application was incompatible with the City’s Comprehensive Plan (“Plan”) and without identifying applicable approval criteria from the Plan; and (4) concluding without substantial evidence the application is incompatible with the purpose of the City’s C2 zone.

1. The Planning Commission erred by failing to apply clear and objective standards to the application as required under ORS 197A.400 and ORS 227.175(4)(b)(A).

ORS 197A.400 and ORS 227.175(4)(b)(A) require a local government to apply only “clear and objective standards, conditions and procedures” when regulating the development of housing. Clear and objective standards must have “objective

benchmarks” for measuring compliance. *Warren v. Washington County*, 78 Or LUBA 375, 388-89, *aff’d* 439 P3d 581 (2019). Conversely, standards that require a “subjective analysis ... to determine [their] meaning violate the statutes.” *Legacy Dev. Grp. Inc. v City of The Dalles*, \_\_ Or LUBA \_\_ (LUBA No. 2020-099, slip op at 12) (2021). The City did not purport to apply any clear and objective standards to the application, and the Planning Commission’s sole basis for denial – that the proposal would result in “inefficient use of commercially zoned land for single use, low density residential purposes” -- is neither clear, nor objective. The Planning Commission order therefore fails to comply with ORS 197A.400 and ORS 227.175(4)(b)(A).

Furthermore, to the extent the PZO does not provide clear and objective standards in compliance with ORS 197A.400 and ORS 227.175(4)(b)(A), the PZO is not in compliance with state law.

2. The Planning Commission erred by failing to apply ORS 197A.445 and 197A.460 to the application.

Appellant’s application is for the development of affordable housing subject to ORS 197A.445 and 197A.460, which provide added protection to affordable housing developments in commercial zones. The Planning Commission erred by concluding that the project did not constitute affordable housing, and therefore also erred by failing to abide by those statutes. Upon proper application of ORS 197A.445 and 197A.460, approval of the project is required.

3. The Planning Commission erred by concluding that the application is not compatible with the Comprehensive Plan.

In a quasi-judicial land use matter such as this, the decision maker is not required to evaluate comprehensive plan policies that are not approval criteria. *Ellison v. Clackamas County*, 28 Or LUBA 521, 525 (1995). While comprehensive plan policies can sometimes be approval criteria for land use decisions (ORS 197.015(10)(a)(A)(ii)), the decision maker must evaluate the plain language of the policy alleged to apply and determine whether it was intended to serve as an approval criterion. *See., e.g., Stewart v. City of Brookings*, 31 Or LUBA 325, 328 (1997) . Broadly-worded policies that set policy direction to develop legislation, or that set aspirational goals, are not approval criteria. *Angel v. City of Portland*, 21 Or LUBA 1, 13-14 (1991); *Bennett v. Dallas*, 96 Or App 645, 647-49 (1989).

In the order, the Planning Commission failed to cite to any specific Plan policies or to explain how those policies constituted approval criteria that were not met. Instead, the Planning Commission merely concluded that the proposed use was “not





compatible with the Comprehensive Plan due to inefficient use of commercially zoned land for single use, low density residential purposes.” This vague conclusion is not based on any substantial evidence in the record nor does the Commission cite any.

Moreover, while the order stated that the denial was based on findings in the staff report, that staff report was similarly vague. Regarding this issue, the staff report stated as follows:

The City’s comprehensive plan does not specifically allow residential development in commercial zones. The City’s Comprehensive Plan speaks to providing residential uses in commercial zones under specific circumstances. Chapter 2, commercial policy 11; encourages the use of upper stories for housing development and utilizing land efficiently. This would promote the idea of providing housing on the vacant lot within the existing BestCare Facility. Chapter 7 (Housing), policy 14; provides opportunities for alternative land use permitting procedures for housing. This alternative is the type 2 conditional use process. This process provides an opportunity in unique circumstances, but not a guarantee. Residential proposals do not meet the purpose of the C2 zone, particularly when they remove viable Hwy commercial property from the City inventory. There is no local or state requirement for the City to approve this application based on housing need. It may be denied simply because it is in a commercial zone.

Reliance on this analysis of the Plan to deny the application constitutes error because neither the order nor the staff report explain how these Plan provisions constitute approval criteria for this application as required, and because the staff report findings misinterpret both the cited Plan policies and applicable law and also include statements that are both incomplete and irrelevant to the application. As such, they cannot properly be the basis to deny the application and the Planning Commission’s decision to deny the application based on incompatibility with the Plan is in error.

4. The Planning Commission erred by concluding that the Application is incompatible with the purpose of the City’s C2 zone.

The Planning Commission order states that “the C2 zone provides for commercial uses more desirable outside the downtown and more dependent on high traffic volumes” and that the C2 zone “allows some types of heavy commercial and light industrial uses that are not compatible with residential uses,” And as a result the proposal was not compatible with the purpose of the C2 zone.





This conclusion is also not supported by citation to substantial evidence in the record. Further, the Planning Commission erred by relying solely on the statement of the purpose of the C2 zone in PZO 153.041(A). In doing so, the Planning Commission ignores the fact that the City Council has already made policy decisions that: (1) this property is zoned C2, and (2) multifamily housing is a conditionally allowed use in the C2 zone notwithstanding the other commercial and light industrial uses also allowed in the C2 zone. By definition, an allowed use in the zone cannot be incompatible with the zone if the applicable criteria are met. The Planning Commission made no attempt to evaluate those approval criteria, instead simply concluding that this site is inappropriate for residential use. That decision effectively overrules the City Council's own zoning decisions and violates the goal post rule (ORS 227.178(3)(a)) and therefore cannot stand.

For the foregoing reasons, and as Appellant will expand upon in its further written argument, the Planning Commission's decision should be reversed and the appeal should be upheld. Please submit this letter into the record of this appeal. Thank you for your consideration.

Best regards,



Mick Harris

cc (via e-mail):

David Petersen ([david.petersen@tonkon.com](mailto:david.petersen@tonkon.com))  
Brian Palomo ([brianp@bestcaretreatment.org](mailto:brianp@bestcaretreatment.org))  
Jered Reid ([jeredwreid@gmail.com](mailto:jeredwreid@gmail.com))  
Joshua Smith ([jsmith@cityofprineville.com](mailto:jsmith@cityofprineville.com))



# City of Prineville

## DEPARTMENT OF PLANNING & COMMUNITY DEVELOPMENT

### FINAL DECISION (DENIAL)

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**APPLICATION DATE:** May 6, 2025

**HEARING DATE:** June 17, 2025

**PROJECT NUMBER:** CU-2025-102

**APPLICANT:** Pinnacle Architecture / Mark Rossi  
1001 SW Disk Drive, Ste. 105  
Bend, OR 97702

**OWNER:** Bestcare Treatments Services, Inc.  
P.O. Box 1710  
Redmond, OR 97756

**PROJECT REVIEWER:** Joshua Smith,  
Planning Director

#### **APPLICABLE CRITERIA:**

City of Prineville Code of Ordinances, Title XV – Chapter 153 – Including Sections: 153.009, 153.014, 153.020, 153.036, 153.037, 153.051, 153.081 -153.096, 153.135 – 153.138, 153.190 – 153.200, 153.250 - 153.261.

#### **FINDINGS OF FACT:**

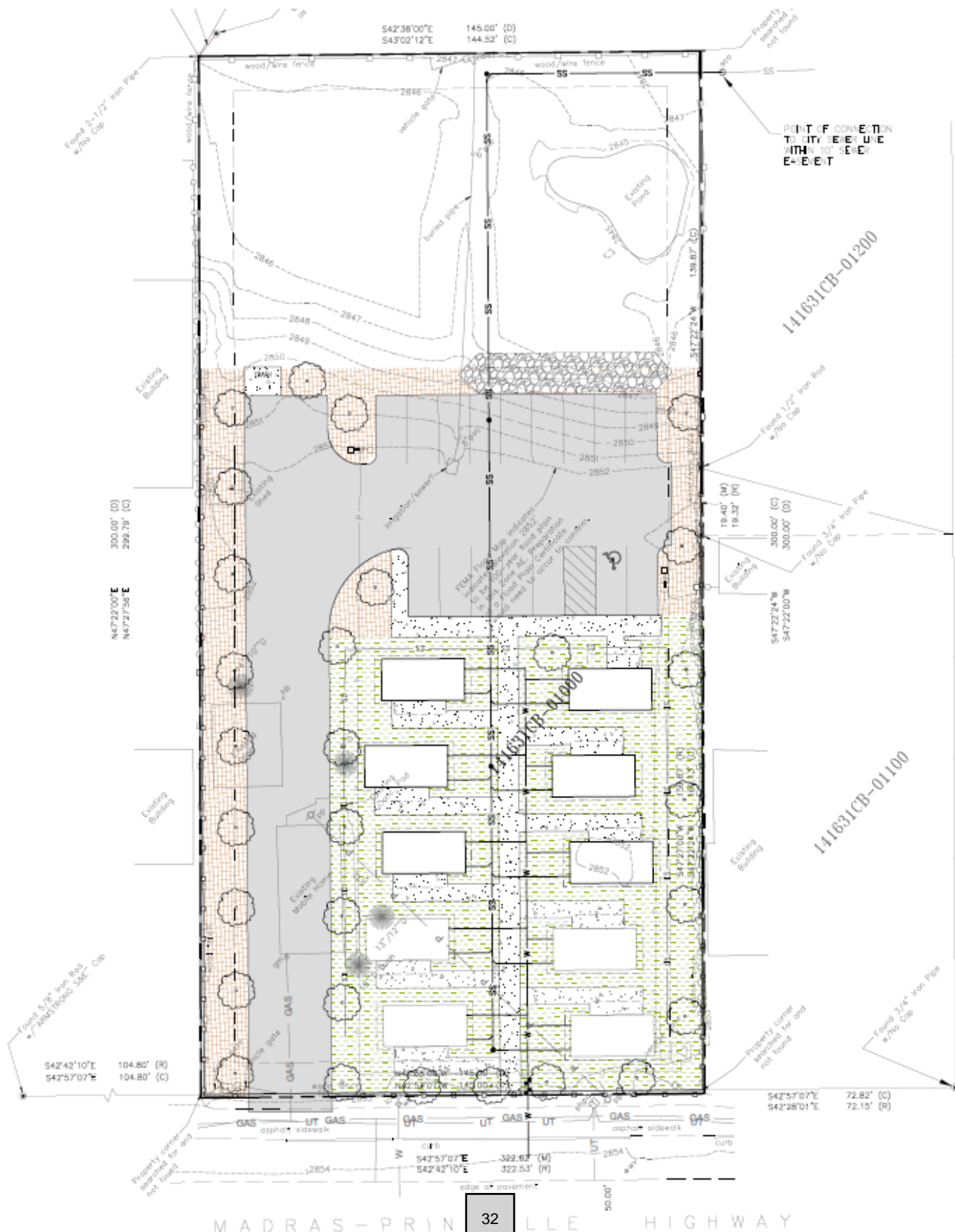
1. **LOCATION:** 996 NW Madras Highway, Units 1-10; Map & Tax Lot 141631CB01000.
2. **ZONING:** The property is zoned General Commercial (C2) and is designated Outlying Commercial on the Comprehensive Plan map.
3. **LOT OF RECORD:** The property has been determined to be a legal parcel by deed.
4. **SITE DESCRIPTION:** The property is one acre and is currently vacant. It was previously developed with a single-wide manufactured home, that has been removed. The parcel fronts along NW Madras Highway and is relatively flat, except for about a third of the property toward the rear that is in a low-lying floodplain area. The location is flanked by single-family homes, with vacant property to the rear owned by the City. The opposite side of Madras Highway is developed with commercial uses. A 2024 aerial image of the site is shown on the next page.
5. **PROPOSAL:** The applicant is proposing a 9-Unit, Multi-Family housing complex in the General Commercial (C2) Zone to house clients of the BestCare facility across the Hwy. A 10<sup>th</sup> structure will be used for an office with restrooms and laundry facilities. The plan will include all the associated improvement requirements of the City's multi-family complex code; such as paved access, water, sewer, parking, landscaping and pedestrian improvements. A copy of the applicants proposed site plan appears following the aerial image.

**Site location and proximity to Best Care Facility.**





**Proposed Site plan. Phase 1 is the six rear buildings, including all other site improvements. Phase 2 is the four front buildings.**



6. **COMMENTS:** Notice was sent to neighboring property owners beyond the standard 100 feet to account for the area of impact and street rights-of-way. Notice was sent on May 14<sup>th</sup>, 2025.

Neighbors – At the time this staff report was written the City has not received any written comments. Verbal comments were received from neighboring homeowners in opposition to the development.

Fire – Crook County Fire Department reviewed the proposal, and the Fire Department provided comments requiring the applicant to provide a site plan focusing on any access and water supply requirements found in the Oregon Fire Code.

ODOT – Provided comments about frontage improvements specific to drainage, pedestrian walkway, parking and access.

7. **FINDINGS SUMMARY:** The plans submitted by the applicant are the foundation of this application. This property is currently zoned (C2) General Commercial. A multi-family development is a Type 2 Conditional Use in the C2 zone. Staff does not agree that a very low density, stand-alone multifamily development on vacant Hwy commercial C2 zoning; is compatible with the comprehensive plan or the purpose of the zone. Staff believes this project is better suited within the existing BestCare facility on opposite side of the Hwy.

If approved the development will be assessed system development charges (SDC) for water, sewer, traffic and parks. The applicant's proposal is meeting all dimensional standards including setbacks, lot coverage, height, landscaping and parking. As a multi-family development, the proposed design is unique, but adequate to meet the intent of the City's design review code. Open space and landscape areas are proposed around the property and along the street to provide screening and an attractive look and feel to the site. The applicant shall connect the buildings to City water and sewer and other utilities. All utilities shall be placed underground. The applicant shall adhere to all standard fire life safety requirements, including hydrants and marked fire lanes. All access, maneuvering and parking areas shall be paved in accordance with City standards and all stormwater drainage shall be maintained on site. Clear vision areas shall be maintained at all times and floodplain standards shall be adhered too.

8. **HEARING SUMMARY:**

Staff: The Planning Director gave a presentation describing what the application is for and how it will be used. The Director explained that as a multi-family development the project would meet the clear and objective standards for approval, however; the Director did not find that the project was compatible with the comprehensive plan or the purpose of the C2 zone. The Director stated that the project would be better suited within the existing treatment facility and recommended the application be denied based on the findings stated in the staff report. At the end of the public hearing and during commission deliberations the Director clarified that the decision needs to be based on the land use request for multi-family housing in a commercial zone and not on who may use the housing. If the housing were part of the treatment facility the conversation and application would be different.

Applicant: The applicant's representative (Lani Hickey) began by stating this type of application is allowed by the comprehensive plan if approved through a Type II conditional use process. Lani mentioned that there was a lot of residential in the area, the housing project would be well kept and was close to the treatment facility.

Rick Treleaven (BestCare CEO) submitted a letter into the record that provided context on who would be using the housing and why. Rick stated that placing the housing within the existing leased facility was discussed; however, the state funding for this project would not allow the housing on land they did not own. Rick clarified that the property was purchased with state funds and if the project did not move forward the property would need to be sold and money returned to the State.

Throughout the applicant's initial presentation and through the rebuttal the applicant continued to express the need for the housing and assurance that the project would be managed well, based on other facilities that they manage. They stated that an on-site manager is not proposed, but could be provided. The applicant also stated that this is not a homeless shelter and the intent is to transition people to other permanent housing when treatment is complete.

Public: Ten members of the public spoke in opposition, with none in favor or neutral on the proposal. The opposition was almost entirely about safety, regarding the proposed inhabitants of the housing units. The citizens spoke about numerous issues they have had with the clientele of the BestCare facility and the men's homeless shelter. They expressed serious concern over the mental stability of these individuals and their personal safety and safety of their families. Many expressed that they understood the need, but felt it should go elsewhere and not be concentrated in this area.

Commission Deliberations: During the public hearing the Commission asked the applicant several questions. Many of the questions revolved around site management, such as how other sites are managed, whether there would be an on-site manager, how food is provided and whether residents are required to be off drugs and alcohol. There was some discussion about foot traffic, access across the highway to the treatment facility, end of life for the project and whether it was possible for the treatment facility to move negating the convenience of having the housing nearby.

After the hearing was closed the Commission had a short deliberation. One commissioner stated they understood the need for the housing but preferred to see it on the site of the treatment facility. Another commissioner felt it was not prudent to put more residential near the floodplain or adjacent to the highway. Two others expressed the need to focus on the issue of residential in a commercial zone and not who would be using the property.

Decision: Priscilla Smith made a motion in opposition to the application based on the findings stated in the staff report. Erika Montgomery seconded the motion, and the motion passed with a roll call vote of 5 in favor and none opposed.

## **DECISION**

Application **CU-2025-102** for a nine (9) unit multi-family development in the C2 zone is hereby **DENIED**. This denial is based on the findings stated in the staff report and more specifically set forth below:

### **FINDINGS FOR DENIAL:**

1. The application is not compatible with the Comprehensive Plan due to inefficient use of commercially zoned land for single use, low density residential purposes.
2. The application is not compatible with the purpose of the C2 zone. The C2 zone provides for commercial uses more desirable outside the downtown and more dependent on high traffic volumes. It also allows some types of heavy commercial and light industrial uses that are not compatible with residential uses.

**THIS DECISION BECOMES FINAL AT 5:00 P.M. July 5th, 2025 TWELVE (12) DAYS FOLLOWING THE MAILING OF THIS DECISION ON June 23<sup>rd</sup>, 2025 UNLESS APPEALED TO THE CITY COUNCIL BY A PARTY OF INTEREST. A WRITTEN APPEAL ADDRESSING THE CRITERIA MUST BE SUBMITTED TOGETHER WITH THE APPEAL FEE TO THE CITY OF PRINEVILLE PLANNING DEPARTMENT LOCATED AT 387 NE 3<sup>RD</sup> ST. PRINEVILLE, OR 97754.**

Marty Bailey:  Date: 6-23-25  
Planning Commission Chair



# City of Prineville

## DEPARTMENT OF PLANNING & COMMUNITY DEVELOPMENT

### STAFF REPORT

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**APPLICATION DATE:** May 6, 2025

**HEARING DATE:** June 17, 2025

**PROJECT NUMBER:** CU-2025-102

**APPLICANT:** Pinnacle Architecture / Mark Rossi  
1001 SW Disk Drive, Ste. 105  
Bend, OR 97702

**OWNER:** Bestcare Treatments Services, Inc.  
P.O. Box 1710  
Redmond, OR 97756

**PROJECT REVIEWER:** Joshua Smith,  
Planning Director

#### **APPLICABLE CRITERIA:**

City of Prineville Code of Ordinances, Title XV – Chapter 153 – Including Sections: 153.009, 153.014, 153.020, 153.036, 153.037, 153.051, 153.081 -153.096, 153.135 – 153.138, 153.190 – 153.200, 153.250 - 153.261.

#### **FINDINGS OF FACT:**

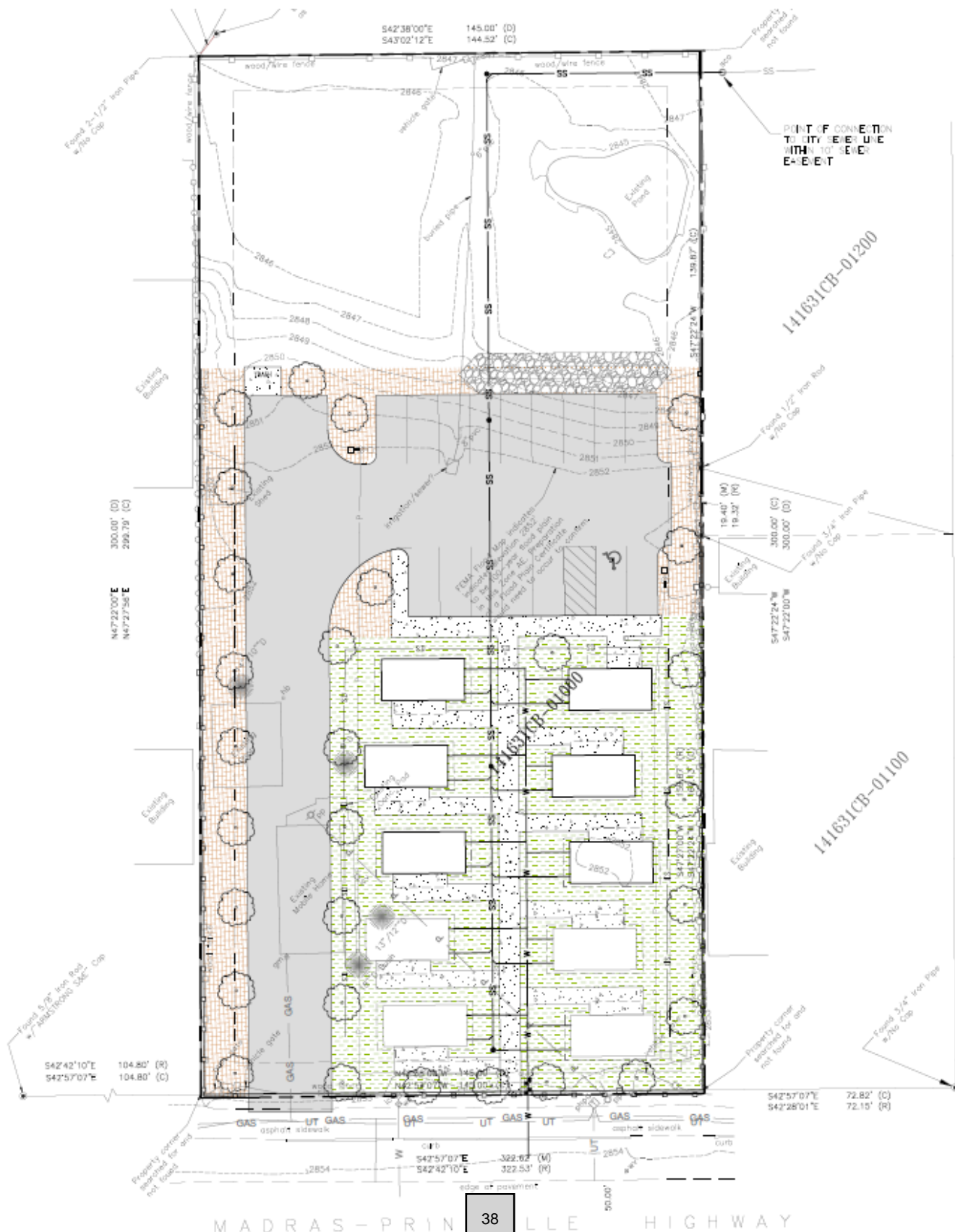
1. **LOCATION:** 996 NW Madras Highway, Units 1-10; Map & Tax Lot 141631CB01000.
2. **ZONING:** The property is zoned General Commercial (C2) and is designated Outlying Commercial on the Comprehensive Plan map.
3. **LOT OF RECORD:** The property has been determined to be a legal parcel by deed.
4. **SITE DESCRIPTION:** The property is one acre and is currently vacant. It was previously developed with a single-wide manufactured home, that has been removed. The parcel fronts along NW Madras Highway and is relatively flat, except for about a third of the property toward the rear that is in a low-lying floodplain area. The location is flanked by single-family homes, with vacant property to the rear owned by the City. The opposite side of Madras Highway is developed with commercial uses. A 2024 aerial image of the site is shown on the next page.
5. **PROPOSAL:** The applicant is proposing a 9-Unit, Multi-Family housing complex in the General Commercial (C2) Zone to house clients of the BestCare facility across the Hwy. A 10<sup>th</sup> structure will be used for an office with restrooms and laundry facilities. The plan will include all the associated improvement requirements of the City's multi-family complex code; such as paved access, water, sewer, parking, landscaping and pedestrian improvements. A copy of the applicants proposed site plan appears following the aerial image.



**Site location and proximity to Best Care Facility.**



**Proposed Site plan. Phase 1 is the six rear buildings, including all other site improvements. Phase 2 is the four front buildings.**





6. **COMMENTS:** Notice was sent to neighboring property owners beyond the standard 100 feet to account for the area of impact and street rights-of-way. Notice was sent on May 14<sup>th</sup>, 2025.

Neighbors – At the time this staff report was written the City has not received any written comments. Verbal comments were received from a neighboring homeowners in opposition to the development.

Fire – Crook County Fire Department reviewed the proposal, and the Fire Department provided comments requiring the applicant to provide a site plan focusing on any access and water supply requirements found in the Oregon Fire Code.

ODOT – Provided comments about frontage improvements specific to drainage, pedestrian walkway, parking and access.

7. **FINDINGS SUMMARY:** The plans submitted by the applicant are the foundation of this application. This property is currently zoned (C2) General Commercial. A multi-family development is a Type 2 Conditional Use in the C2 zone. Staff does not agree that a very low density, stand-alone multifamily development on vacant Hwy commercial C2 zoning; is compatible with the comprehensive plan or the purpose of the zone. Staff believes this project is better suited within the existing facility.

If approved the development will be assessed system development charges (SDC) for water, sewer, traffic and parks. The applicant's proposal is meeting all dimensional standards including setbacks, lot coverage, height, landscaping and parking. As a multi-family development, the proposed design is unique, but adequate to meet the intent of the City's design review code. Open space and landscape areas are proposed around the property and along the street to provide screening and an attractive look and feel to the site. The applicant shall connect the buildings to City water and sewer and other utilities. All utilities shall be placed underground. The applicant shall adhere to all standard fire life safety requirements, including hydrants and marked fire lanes. All access, maneuvering and parking areas shall be paved in accordance with City standards and all stormwater drainage shall be maintained on site. Clear vision areas shall be maintained at all times and floodplain standards shall be adhered too.

**Criteria: 153.009 COMPLIANCE WITH OTHER RULES AND REGULATIONS.**

(A) *Approval of any use or development proposal pursuant to the provisions of this chapter shall require compliance with and consideration of all applicable city, county, state and federal rules and regulations.*

(B) *The compliance shall be evident prior to the final approval of any affected land use or development proposal; for example, the compliance may be set forth as a condition of final approval.*

(C) *Specific city, county, state and federal rules and regulations that may affect a specific land use or development for which compliance therewith is required if applicable include, but are not necessarily limited to the following.*

(1) *Air quality standards administered by the State Department of Environmental Quality (DEQ) and/or the Federal Environmental Protection Agency (EPA).*

(2) *Noise pollution standards administered by DEQ and/or EPA.*

(3) *Water quality standards administered by DEQ, state Water Resources Department (WRD) and/or EPA.*

(4) *Sewage disposal regulations administered by DEQ, County Environmental Health and/or EPA.*

- (5) Solid waste disposal regulations administered by DEQ and/or EPA, including those applicable to hazardous wastes.
- (6) Uniform Building Code administered by the City-County Building Department and State Building Codes Agency.
- (7) Surface and ground water withdrawals regulated by WRD.
- (8) Scenic area rules administered by the State Highway Division (OSHD), state parks and/or other state or federal agencies.
- (9) Access control and management regulations administered by OSHD and/or the County Road Department.
- (10) Surface mining regulations administered by the State Department of Geology and Mineral Industries (DOGAMI), DEQ and other state or federal agencies.
- (11) Wild and scenic river regulations administered by the State Parks and Recreation Department (OPRD), the U.S. Bureau of Land Management (BLM) or other state and federal agencies.
- (12) Cut and fill, and wetland regulations administered by the Division of State Lands (DSL).
- (13) Fish and wildlife habitat protection rules administered by the State Department of Fish and Wildlife (ODFW) and/or the U.S. Fish and Wildlife Department (USFW).
- (14) Applicable City and/or County ordinances, resolutions, agreements, regulating master plans or other land use decisions.

**Finding 1:** There may be rules and regulations at a State and Federal level that the applicant is required to comply with. City approval of this project does not supersede those requirements. Compliance with these permits shall be a condition of approval and permits shall be received prior to development.

**Criteria: 153.014 GENERAL CRITERIA.**

*In determining whether or not any application shall be approved or denied, it shall be determined that the following criteria are either met or can be met through compliance with specific conditions of approval.*

- (A) *The proposal is compatible with the City Comprehensive Plan and applicable policies set forth thereby.*
- (B) *The proposal is in compliance with the requirements set forth by the applicable primary zone, by any applicable combining or overlay zone, and other provisions set forth by this chapter that are determined applicable to the subject use.*
- (C) *That, for a proposal requiring approvals or permits from other local, state and/or federal agencies, evidence of the approval or permit compliance is established or can be assured prior to final approval.*
- (D) *The proposal is in compliance with specific standards, conditions and limitations set forth for the subject use in the applicable zone, this section and this chapter.*
- (E) *That no approval be granted for any use which is or expected to be found to exceed resource or public facility carrying capacities.*
- (F) *For any use which is found to require compliance with air, water, land, solid waste and/or noise pollution standards, that the compliance be a condition of approval and compliance therewith shall be a continuing condition.*
- (G) *As applicable, a city business license shall be required, and if a requirement, the continual maintenance of the license shall be a continuing condition of approval and failure to maintain the compliance shall constitute grounds for permit revocation.*
- (H) *Boats, trailers, travel trailers, pick-up campers, recreational vehicles, motor homes and similar recreational vehicles and equipment that is operational and licensed as required may be stored on a lot owned by the same person or family member, but shall not be used for permanent occupancy other than that permitted in 153.095 (D)(E)(F).*

## **Finding 2:**

A,B) The applicant points to State-Wide Planning goal 10 as the reason this application is compatible with the City's Comprehensive Plan. However, goal 10 does not apply to commercially zoned land. Recent additions to the ORS, such as 197A.445 & 460 (affordable housing) also don't apply because this is not an affordable housing project and because the C2 zone allows some industrial uses. 197A.460 also doesn't apply on land that is vacant.

The City's comprehensive plan does not specifically allow residential development in commercial zones. The City's Comprehensive Plan speaks to providing residential uses in commercial zones under specific circumstances. Chapter 2, commercial policy 11; encourages the use of upper stories for housing development and utilizing land efficiently. This would promote the idea of providing housing on the vacant lot within the existing BestCare Facility. Chapter 7 (Housing), policy 14; provides opportunities for alternative land use permitting procedures for housing. This alternative is the type 2 conditional use process. This process provides an opportunity in unique circumstances, but not a guarantee. Residential proposals do not meet the purpose of the C2 zone, particularly when they remove viable Hwy commercial property from the City inventory. There is no local or state requirement for the City to approve this application based on housing need. It may be denied simply because it is in a commercial zone.

Staff believes this project is better suited within the existing facility and would support such an application. Staff does not agree that a very low density, stand-alone multifamily development on vacant Hwy commercial property is compatible with the comprehensive plan or the purpose of the C2 zone. Below are responses to the applicant's site selection considerations.

### **Applicant's site selection considerations:**

The applicant's site selection considerations in their project overview raise many questions.

1. **Staff and Client Safety:** In this section the applicant is arguing that placing this facility on the current site would "pose potential safety and operational risks for both residence and staff". If this is the case, why is it being considered outside the facility and next to existing residences? The existing facility would be a more controlled environment and would still allow people to live independently.
2. **Site limitations and Future Growth:** In this section the applicant is arguing that siting residential uses on the existing site would limit their "ability to expand clinical services and future program needs". This is misleading, as there is vacant property on the site, existing utility connections and a sea of unused parking. The applicant, then contradict themselves by saying "investing federal grant dollars into a site not owned by BestCare is not advisable". If that is true, then expanding program needs presumably in new structures would also not be advisable. For that matter the opposite would also be true. Why would you invest public dollars in an off-site housing facility if you don't own the treatment facility it is meant to be serving?
3. **Asset Ownership and strategic investment:** In this section the applicant states that the State grant through OHA would encumber the property for behavioral health housing for a minimum of 20-years. This would lock up viable Hwy commercial property for the foreseeable future and furthers the argument of not using Hwy commercial property for residential purposes.

4. **Strategic Separation from Clinical Operations:** In this section the applicant states that BestCare is already using the existing mobile home community. Utilizing and improving existing housing would be preferable to developing new housing on commercially zoned property.
5. **Current Housing Accommodation Rationale:** In this section, the first paragraph demonstrates a need for more collaboration with the local legislative bodies to determine a more comprehensive solution to the problem. Due to the unique nature of this type of housing and with the use of public funds for this project and operations in general, the City and County should be more involved in how this affects the community. These types of decisions should not be left to a simple land use application. The second paragraph, makes another good argument for placing the housing within the existing facility “to provide long-term housing and appropriate support”. There is a need to provide this type of housing; however, staff believes it is better suited within the existing treatment facility.

C) If approved the applicant shall meet all local, state, and federal requirements, including obtaining occupancy permits from the Crook County Building Department.

D) Specific standards related to this multi-family development are listed in section 153.083(H). These specific standards are discussed further in Finding 9. Section 153.083(T) only applies to multi-family 4-plexes and below.

E) If approved, the proposal is not expected to exceed resources carrying capacities. The development will be assessed system development charges (SDC) for water, sewer, traffic and parks. Water and sewer SDCs are based on the size and number of water meters installed, which will be determined by the applicant’s construction drawings in coordination with the Crook County Building Department. A Parks SDC per unit is required by the Parks and Recreation District. Traffic SDCs are calculated on a per unit basis, based on the applicable multifamily trip count in the current ITE manual. SDCs are charged concurrently with building permits and therefore may change over time if individual buildings are constructed at different times.

F) If approved all uses are required to comply with local, state or federal pollution standards. If it is identified that such standards are being exceeded, measures shall be taken to come back into compliance.

**Criteria:**

**153.035 RESIDENTIAL USE TABLE**

*Conditional Type II use in C2 zone: Multi-family dwelling complexes of more than four units*

**153.036 RESIDENTIAL DIMENSIONAL STANDARDS**

*(Residential in C2 zone refers to dimensional standards of the R2 zone)*

**Minimum lot area:**

<b>Fourplex:</b>	10,500s.f.
<b>Additional area for each unit over 4:</b>	1,500s.f.

<b>Front setbacks:</b>	10ft.
<b>Side setback:</b>	5ft. (single story)
<b>Rear setback:</b>	10ft.
<b>Building Height:</b>	35ft.
<b>Lot Coverage:</b>	35%

**153.051 GENERAL Commercial C-2 ZONE.**

*In a C-2 Zone, the following regulations shall apply.*

**(A) Purpose.** *The purpose of the C-2 Zone is to provide for those commercial uses which are considered more desirable to be located in an area outside of the downtown commercial core area, that are more dependent upon and create the highest volumes of vehicular traffic, are considered the heaviest or most intensive type of commercial uses, which actually involve a combination of heavy commercial and light industrial type uses, which commonly involve expansive areas of outside storage and displays of products and are more traveler oriented.*

**Finding 3:** The proposed use is a Type 2 conditional use within the C2 zone per city code. Residential development in the C2 zone does not typically meet the purpose of the C2 zone unless it is a mixed-use proposal. Typically, residential in commercial zones are developed above ground floor or in unique circumstances such as the Ochoco School conversion.

When residential development is proposed in the C2 zone, the dimensional standards refer to the standards in the R2 zone. The submitted site plan complies with minimum setbacks, lot coverage, and density standards. Requirements for parking, landscaping, public improvements, signs, use limitations and specific conditions are addressed in the findings below.

**Criteria: 153.046 (I) Signs.** *In an R-2 Zone, signs are permitted in accordance with the provisions set forth in Chapter 152 as amended.*

**Finding 4:** Signs for multifamily dwellings shall not exceed 32 square feet. Signs meeting the City's sign code are considered approved as part of this application. Sign proposals shall be submitted for review and code compliance, but are still made a part of this application.

**Criteria: 153.020 SITE PLAN AND DESIGN REVIEW PROVISIONS.**

**(A) Purpose.**

**(1)** *The purpose of the design review provisions of this chapter is to ensure that development within the city complies with standards and limitations set forth within the applicable zoning regulations, other city standards and requirements, and with applicable county, state and federal regulations. It is also the intent of these provisions that some level of review be exercised regarding the aesthetics of developments for the goal of maintaining the desirable character and living quality of the community or of specific areas within the community. The overall community character and living quality is defined by the following: keeping buildings in scale; honoring the beauty and ecology of the city's natural setting; and recognizing that historical and natural features are an integral part of the community's overall character.*

**(2)** *This broad purpose is furthered by the following specific purposes of design review.*

**(a)** *To implement the goals and policies of the Comprehensive Plan.*

**(b)** *To foster development that is designed, arranged and constructed in a manner that provides a safe, efficient and aesthetically pleasing community asset.*

**(c)** *To encourage originality and creativity in site design, architecture and landscape design.*

**(d)** *To ensure required public and site improvements and ensure that the arrangement of all functions, uses and improvements of a development reflect the natural amenities, capabilities and limitations of its site and adjacent areas.*

**(e)** *To encourage development where the various structures, use areas and site elements are integrated in a manner that is visually harmonious within the development and the surrounding area.*

**(f)** *To encourage development and landscape design that complements the natural landscape and setting, improves the general appearance of the community and enhances specific elements of the manmade environment, both presently and historically.*

**(B) Applicability.** *The following uses and developments shall be subject to the provisions of this section:*

**(1)** *All new development and changes of use. A building permit shall not be issued prior to approval by the City. Site clearance activities such as grading, excavation or filling shall not be permitted unless specifically allowed by the City prior to approval.*

**Finding 5:** Design review is applicable to this application. The plans submitted by the applicant are the foundation of this application. The improvements and services required under the City's standards and specifications and land use code are anticipated to be constructed, and may not be called out directly in this report. As a multi-family development the proposed design is unique, but adequate to meet the intent of the City's design review code. The style of housing is unique to Prineville. Rather than having individual 288 s.f. studio apartments in one building, the units are detached from one another creating a very low-density development and inefficient use of land. However, this does reduce the mass of the structure making it easier to buffer and screen from neighboring properties. The proposed design uses a mixture of materials with some entryway articulation to break up the appearance of the structures. The site utilizes landscaping, fencing, parking and drainage areas to provide buffers to neighboring properties.

**Criteria: (D) Improvements Required.** *Uses requiring a design review application shall be subject to public improvements and or site improvements. Improvement requirements and standards are found in section 153.194 and the City's Standards and Specifications. Public improvements and site improvements include but are not limited to the following:*

- (1)** *Streets. Right of Way dedication, street extensions, sidewalks, access management. Double frontage lots may require improvements on both frontages.*
- (2)** *Utilities. Connection to municipal water and sewer and other utilities as necessary.*
- (3)** *Landscaping. Per standards set forth in section 153.087.*
- (4)** *Paved parking including access and maneuvering areas as set forth in section 153.085 and 153.086.*
- (5)** *Storm Water Drainage. Per the City's Standards and Specifications.*

**Finding 6:**

1) The current right-of-way (ROW) for NW Madras Highway adjacent to this project is 100'. No additional ROW is required. ODOT has submitted comments with regard to access and pedestrian facilities. There is currently a paved off-street path and drainage and/or parking facilities along the Hwy that will need to be preserved and repaired if necessary after construction. Any required ODOT frontage improvements will also be required as a condition of approval.

2) If approved, the applicant shall connect to the City's water and sewer systems. There is an existing water meter to the site and a sewer connection out the rear of the property connecting to Studebaker. All other utilities such as power, communications, gas, etc., shall be extended underground as necessary to serve the site. All public infrastructure shall be constructed to City standards other than those requirements from ODOT that shall meet ODOT requirements. All on-site development shall meet Crook County Building Department and Fire Department requirements.

3) Landscaping is discussed in Finding 12.



- 4) All access, maneuvering and parking areas are meeting required dimensional standards and are proposed to be paved and shall be paved to the Hwy in accordance with City code and ODOT standards. This will be further discussed in Finding 10 & 11.
- 5) The applicant has submitted a drainage plan that meets City requirements to maintain all drainage on site and show safe overflow of the 100-year storm.

**Criteria: 153.081 CLEAR VISION AREAS.**

*In all zones, a clear-vision area shall be maintained at the intersection of two streets, a street and a bike or pedestrian way and a street and an alley. A clear- vision area shall contain no plantings, sight-obscuring fences, walls, structures or temporary or permanent obstructions exceeding 2 ½' feet in height measured from the grade of the street centerline, except that trees exceeding this height may be located in this area, provided all branches and foliage are removed to a height of 8 feet above the grade, and trunk diameter does not exceed 18 inches.*

*(A) **Measurement of clear vision areas.** A clear vision area shall consist of a triangular area, two sides of which are measured from the corner intersection of the street curb or location where street curb would be located if the right-of-way were developed to full City standards (ignoring any corner radius) for a distance of 25 feet. The third side is a line across the corner of the lot adjoining the non-intersecting ends of the other two sides. The vertical clear vision area is the area above the triangle, between 2 ½' and 8' in height (10' if located along a designated school bus route). In the case of an intersection of a street with an alley or bike/pedestrian way, the measurement shall be made along the nearest edge of the alley or bike/pedestrian way to the intersection for a distance of 15'.*

**Finding 7:** Clear vision areas shall be maintained at all times and may be enforced at any time based on the requirements above or as amended. The applicant's site plan is showing open landscaped areas at the access to the complex that should meet this standard.

**Criteria: 153.082 ONSITE LIGHTING.**

*(A) As part of any application for a development or any use within the City, all on-site lighting shall be designed, located, shielded or deflected, so as not to shine directly onto adjoining properties, impair the vision of a driver of any vehicle or be a hazard to aircraft operations within the area.*

**Finding 8:** Lighting shall be shielded and focused downward to prevent light from directly shining onto adjoining properties or public rights-of-way. Additional shielding may be required to accomplish this.

**Criteria: 153.083 STANDARDS FOR SPECIFIC USES**

*(H) **Multi-family dwelling complex.** A multi-family dwelling complex permitted as a conditional use shall comply with the following standards and conditions, and the compliance shall be evident prior to occupancy except as may otherwise be approved by the city.*

*(1) All such complexes with more than 20 dwelling units shall be so located as to have direct access onto an improved arterial or major collector street unless approved otherwise by the city.*

*(2) All such complexes shall provide both an improved ingress and egress.*

*(3) Each access road permitting two-way traffic and intersecting a public street shall have a minimum surface width of not less than 30 feet, and not less than 16 feet in width for single-lane, one-way traffic. Interior complex driveways shall not be less than 24 feet in width for two-way traffic, and not less than 12 feet in width for single-lane traffic. For interior driveways providing on-street parking, an additional eight feet of width shall be added for each parking lane or area. All access roads, driveways and parking facilities shall be improved and maintained with "durable and dustless surfaces" as defined in 153.086, and as approved by the City Superintendent of Streets.*

*(4) Sidewalks, walkways, bicycle paths and other pedestrian ways may be required. The walks, paths and ways shall not be less than four feet in width and shall be surfaced with concrete, asphalt, asphaltic concrete or paving bricks as approved by the City Superintendent of Streets.*

(5) *The complexes may be required to provide storage facilities and/or extra parking spaces as deemed necessary to provide for tenant storage of household goods, equipment, extra furnishings and/or recreation vehicles.*

(6) *Each complex, and each individual unit contained therein, shall be serviced with public water and sewer, electrical power, receptacles for garbage disposal and collection service, and fire hydrants shall be installed as deemed necessary by the City Fire Department.*

(7) *Facilities for incoming and outgoing mail shall be installed in accordance with the requirements of the U.S. Postal Service.*

(8) *The overall density of the complex shall not exceed the dimensional standards set forth by the applicable zone, except as approved otherwise by the city in accordance with the following factors.*

(a) *An increase of 5% in the maximum allowable density for dedicated and improved open space equaling 25% or more of the total land area of the development.*

(b) *An increase of 5% in the maximum allowable density for the development and maintenance of an approved recreation and/or common use building or other indoor facility.*

(c) *An increase of 5% for a developed playground area*

(d) *An increase of 5% for a developed recreation area including a covered picnic area, basketball and/or tennis court facilities and the like.*

(e) *As an incentive for development excellent, a total increase of 25% may be permitted if three or more of the foregoing are provided.*

(9) *A complex shall provide recreational space of at least 2,500 square feet plus 50 square feet for each unit in the complex. The recreational space shall be improved with landscaping to provide open recreation and shall be secured from driveways and parking areas. Facilities such as picnic tables, barbecues and playground equipment are recommended.*

(10) *For any complex permitting tenants to have recreation vehicles, camp trailers, boats and similar recreational equipment, there shall be provided a separate, designated parking area for such uses at a ratio of one space per each three units in the complex.*

(11) *If each unit in the complex is not provided with clothes washing and drying facilities, and there is not a private commercial coin-operated laundry facility within a reasonable walking distance, then there shall be provided within the complex a separate laundry facility providing not less than one washer and one dryer for each six units in the complex.*

(12) *The total land area of the complex may be required to be surrounded, except at entry and exit locations, by a sight-obscuring fence or hedge not less than six feet in height.*

### **Finding 9:**

(H)(1,2) – The applicant is proposing nine (9) dwelling units and therefore does not require frontage on an arterial or major collector street. There is a single access to the site, directly onto NW Madras Highway (Major Arterial). All access shall meet City and/or ODOT standards for a multi-family complex.

(H)(3) – If approved the applicant access will be determined by ODOT. The City minimum standard is a 30-foot access at the entrance and 24-foot two-way access lane to the proposed parking spaces.

(H)(4) – There are currently no sidewalks in NW Madras Highway along the property frontage. There is an existing off-street asphalt path along the property frontage that will remain and serves as the pedestrian walkway in this area. At some point ODOT may develop sidewalks to meet ADA standards, but this is not a requirement at this time.

(H)(5,10) – Due to the proposed use of the site the applicant is not proposing storage for household goods or additional vehicles, such as RVs or boats. As a traditional multi-family development, additional storage should be required for household goods, equipment and extra furnishings.

(H)(6,7) – All public and private utilities listed in this section are planned and shall be provided to each individual unit. Fire hydrants shall be installed to City and Fire Department standards. Garbage disposal shall be provided in coordination with City franchise service (Republic Services). Communal garbage disposal shall be within a screened enclosure as proposed. Mail service shall be installed in accordance with the requirements of the U.S. Postal Service.

(H)(8) – The applicant is significantly below the maximum density of the zone.

(H)(9) – City code requires multi-family complexes to provide recreational space as part of the 20% landscaping requirement. That space for this development would total 2,950 square feet and can be all in one place or provided for each individual unit or both. The applicant is proposing 125 square feet of individual space per unit and ~12,000 square feet at the rear of the property that could be used for open recreation.

(H)(11) – The applicant is proposing a separate shared laundry facility on site for use by residents.

(H)(12) – The applicant is proposing 6' tall site obscuring fence surrounding the property other than the entry and exit location.

**Criteria: 153.085 OFF-STREET PARKING AND LOADING: PROVISIONS AND REQUIREMENTS.**

**(A)** The provision and maintenance of off-street parking and loading facilities are continuing obligations of the property owner. No building permit shall be issued until plans are submitted and approved by the city that show property that is and will remain available for exclusive use as off-street parking and loading facilities as required by this section and this chapter. The subsequent use of property for which the building permit is issued shall be conditional upon the unqualified continuance and availability of the required parking and loading facilities set forth by this section and this chapter. It is not, however, the intent of these provisions to require off-street parking and loading facilities in a manner as to unreasonably limit improvements to existing structures and uses, particularly in that area identified as the downtown core commercial area.

**(B)** Applicability. Unless exempted by this section, all construction, reconstruction, enlargement of a structure or at the time a use is changed in any zone off-street parking facilities shall be provided in accordance with the requirements set forth by this section and section 153.086

Multi-family complex	2 spaces per dwelling for first 4 dwellings; 1.5 spaces per unit from 5 to 8 units; 1.25 spaces per each unit thereafter, plus 2 spaces for owner/manager.
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**Finding 10:** The development consists of 9 units, requiring 15 parking spaces. The applicant is providing 15 spaces including one ADA space, to be located to the rear of the complex. There is no official on-street parking available along Madras Highway.

**Criteria: 153.086 OFF-STREET PARKING AND LOADING: DESIGN/IMPROVEMENT STANDARDS**

**(F)** The following off-street parking development standards shall apply.

**(1)** Parking areas, aisles and turnarounds shall be paved with concrete, asphaltic or comparable durable and dustless surfaces as defined in division (E) of this section, or as otherwise approved by an authorized official of the City.

**(2)** Approaches to driveways providing ingress and egress to parking areas shall be paved with asphalt, asphaltic concrete or concrete surfacing and inspected by the City Street Superintendent. In the event that a serving street is not paved, the approach may be maintained to the same standard as the street until the street is paved.

(3) *Parking areas, aisles and turnarounds shall have provisions made for the onsite collection of drainage waters to filter contaminants and eliminate sheet flow of the waters onto or across sidewalks and other pedestrian ways, bike paths, public rights-of-ways and abutting private property.*

(4) *In areas that are duly designated for parking, parking spaces shall be permanently and clearly marked except as otherwise approved by the city.*

(5) *Wheel stops and bumper guards shall be provided where appropriate for parking spaces abutting a property line or building and no vehicle shall overhang a public right-of-way or other property line. Unless otherwise approved, parking spaces along the outer boundaries of a parking lot shall be contained by a curb which is at least 4 inches high and set back a minimum of 4.5 feet from the property line or by a bumper rail.*

(6) *Artificial lighting for parking areas which may be provided or required shall be shielded or deflected so as not to shine directly into adjoining properties, dwellings or businesses and so as not to create a hazard to the public use of a street.*

**Finding 11:** All vehicle access, parking spaces and driveways shall meet the above criteria and be paved as indicated above and shown in the applicant's submittal. The Fire Department does require a sign-off on a code compliant site plan prior to submitting for building permits.

**Criteria: 153.087 LANDSCAPING REQUIREMENTS.**

*The following minimum landscape requirements are established for all developments subject to design review plan approval, unless approved otherwise by the reviewing authority.*

(A) *Landscaping defined. Required landscaping may include, but is not limited to, a combination of any of the following materials: living plant material such as trees, shrubs, groundcover, flowers and lawn (including native vegetation); and nonliving materials such as benches, walkways and courtyards, consisting of brick, decorative rock or other decorative materials.*

(B) *Existing vegetation. Existing site vegetation may be utilized to the maximum extent possible consistent with building placement and the applicable proposed landscape plan.*

(C) *Area required. Minimum area requirements may include requirements for landscaping around buildings, along fence lines, in parking and loading areas, outdoor recreational use areas and screening and buffering areas. Except as approved otherwise by the reviewing authority, the area required for landscaping is expressed as a percentage within the zone dimensional tables and/or the following:*

(1) *Multifamily dwellings & complexes: 20%.*

(2) *Downtown Enhancement Plan C-1 Zone.*

(3) *Parking lots. Parking areas shall be required to be landscaped in accordance with the following minimum requirements:*

(a) *In commercial and residential developments, parking areas shall be divided into bays of 12 spaces and between or at the end of each parking bay a curbed planter containing at least 16 square feet shall be required. Parking areas less than 12 spaces may require curbed planters as part of the landscape standard.*

(b) *Each planter should contain at least 1 tree and ground cover. An applicant may submit alternate plans for review and approval.*

(c) *The areas shall be designed to be protected from being damaged by vehicles using the parking area.*

(d) *Clear vision at the intersection within a parking area shall be maintained to provide adequate vision of vehicles and pedestrians.*

(e) *Unless sidewalks are provided adjacent to a structure, customer or resident parking areas should be separated from the exterior wall of a commercial or residential structure by a minimum 4 foot strip of landscaping.*

(f) *Where a parking, loading or driveway area serving a multi-family, commercial, industrial or government use abuts a public right-of-way of a collector or arterial street or a local street across from a residential zone, or abuts a residential zone, a screen planting or other approved landscaped planter strip may be required between the parking area and the right-of-way without encroaching into a clear vision area or sidewalk.*

(4) **Buffering and screening.** Requirements for buffering and screening may exceed the area requirement listed above. When required, buffering and screening areas shall conform to the following minimum requirements.

(a) **Purpose.** The purposes of buffering and screening requirements are to reduce the impacts of a proposed use on adjacent uses and zones which provide for different types of uses. The reviewing authority may waive or reduce the requirements where existing topography or vegetation is appropriate or otherwise negates the effectiveness or intended purpose or benefits of the buffering and screening.

(D) **Plant material installation standards.** Except as otherwise approved by the city, the following standards shall apply to plant materials and the installation thereof as provided in accordance with the provisions of this section.

(1) **Landscape plant materials shall be properly guyed and staked, and shall not interfere with vehicular or pedestrian traffic or parking and loading.**

(2) **Trees shall be a minimum size of 8 feet in height and be fully branched at the time of planting.**

(3) **Shrubs shall be supplied in 1 gallon containers or 6 inch burlap balls with a minimum spread of 12 inches.**

(4) **Rows of plants should be staggered to provide for more effective coverage.**

(E) **Maintenance and plant survival.** All landscaping approved or required as a part of a development plan shall be continuously maintained, including necessary watering, weeding, pruning and replacement of plant materials. Except where the applicant proposes landscaping consisting of drought-resistant plantings and materials that can be maintained and can survive without irrigation, landscaped areas shall be irrigated. If plantings fail to survive, it is the responsibility of the property owner to replace them.

**Finding 12:** Multifamily complexes are required to provide at least 20% landscaping, which equals 8,712 s.f. for this property. The applicant's site plan illustrates 18,645 s.f. of landscaped areas including turf, mulch, shrubs and trees. Additional open recreational space may be improved at the rear of the property. The total improved landscape area exceeds the required amount and complies with the criteria above.

Adequate buffering and screening are provided by landscaping along the street frontage and adjacent the homes. Staff does not see a need for additional buffering and screening at the sides or rear of the development given the required 6' tall site-obscuring fencing that is required to be installed.

**Criteria: 153.136 SPECIFIC CONDITIONS.**

*In addition to the standards and conditions set forth in a specific zone, this subchapter, this chapter and other applicable local, county, state and/or federal regulations, additional conditions may be imposed which are found to be necessary to avoid a detrimental impact on adjoining properties, the general area or the city as a whole, and to otherwise protect the general welfare and interests of the surrounding area, the city as a whole and the general public. No condition may be imposed which violates federal or state law with regard to needed housing. The conditions may include, but are not limited to, the following.*

(A) **Limiting the manner in which the use is conducted, including restricting the time an activity may take place, and restrictions to minimize environmental impacts such as noise, vibration, air or water pollution, glare and odor.**

(B) **Establishing a special setback or other open space requirements, and increasing the required lot size or other dimensional standards.**

(C) **Limiting the height, size or location of a building or other structure or use.**

(D) **Increasing street width and/or requiring improvements to public streets and other public facilities serving the proposed use, even including those off-site but necessary to serve the subject proposal.**

(E) **Designating the size, number, improvements, location and nature of vehicle access points and routes, and requiring pedestrian and/or bicycle ways.**

(F) *Limiting or otherwise designating the number, size, location, height and lighting of signs and outdoor or security lighting, and the intensity and/or direction thereof.*

(G) *Requiring diking, screening, fencing or other improvements or facilities deemed necessary to protect adjacent or nearby properties, and establishing requirements or standards for the installation and maintenance thereof.*

(H) *Protecting and preserving existing trees, other vegetation and water, scenic, historic, archaeological, unique, landmark or other natural or manmade significant resources.*

**Finding 13:** Above is a list of conditions the Planning Commission may consider to mitigate impacts to the surrounding area, beyond what is already shown in the application. Unless there are specific requests from neighboring properties, staff does not have any specific conditions to recommend.

**Criteria: 153.138 TIME LIMIT ON A CONDITIONAL USE PERMIT.**

(A) *Authorization of a conditional use permit shall be null and void after one year or such other time as may be specified in the approval thereof unless substantial development, compliance and/or investment is clearly evident.*

(B) *Issuance of a conditional use permit shall confer no right to the applicant beyond the time period for which it was issued.*

(C) *If the conditions applicable to a conditional use permit are not fulfilled within a reasonable time, the Commission may revoke the permit after giving notice to the applicant, affected property owners and other affected persons or parties, and upon holding a public hearing to make the determination.*

**Finding 14:** As stated above, the applicant shall be aware that a conditional use permit is void after one year unless substantial development, compliance or investment is clearly evident. This is generally established by evidence of a building permit, but may include other site work. Should development cease and not continue in a reasonable manner the Commission may revoke the permit as described above.

**Criteria: CHAPTER 151 FLOOD DAMAGE PREVENTION**

**Finding 15:** A portion of the property is within the special flood Hazard area commonly referred to as the 100-year floodplain. No structures are proposed in the floodplain; however, the drainage swale and a portion of the parking lot are. The City flood code requires projects “be consistent with the need to minimize flood damage and ensure that building sites will be reasonably safe from flooding”. To achieve this the City strives to balance grading of sites within the floodplain so that no net increase in fill will occur. FEMA rules have been changing to require this, but those rules are unclear at this time. While there is no threat to the structures proposed in this development. Filling in the floodplain area could increase the potential for flood damage on adjacent properties. As a condition of approval there shall be no net fill of the floodplain area.

**RECOMMENDED CONDITIONS OF APPROVAL:** If approved the following conditions are recommended for application **CU-2025-102** for a nine (9) unit multi-family complex. Such an approval is subject to the submitted plans, findings stated in the staff report, those conditions contained within and the following conditions of approval set forth below:

### **General Conditions**

1. The plans submitted by the applicant and the improvements depicted therein are the foundation of this approval to meet the requirements of the City's land use code and standards and specifications.
2. The applicant shall comply with the Fire Department requirements for fire flows, sprinkler systems, fire hydrants, addressing, fire lanes, Knox Box locks, no parking signs and all other UFC requirements. A site plan focusing on any access and water supply requirements found in the Oregon Fire Code shall be submitted. Final plans shall be signed by the Fire Department prior to submitting for building permits.
3. The applicant shall construct all public improvements in accordance with the City's standards and specifications and ODOT standards as applicable. Any public lines that extend into the property shall be placed in 20' public utility easements and built to City standards. All buildings shall be connected to City water and sewer and other serving utilizes as applicable. Garbage disposal shall be coordinated with Republic Services and be within screened enclosures. Mail service shall be coordinated with the U.S. Postal Service.
4. The applicant shall place all new utilities underground.
5. The applicant shall provide paved parking, access and maneuvering areas, as well as sidewalk, driveways and pedestrian connections consistent with their site plan.
6. The applicant shall meet the required landscaping percentage for multifamily complexes (20%). The applicant shall adhere to the general concept of the submitted landscape plan. The City understands that this landscape plan is conceptual and there may be a desire to adjust the plan as the project is constructed. Major changes to the proposed plan as determined by the Planning Director, shall be submitted in map form or writing for an informal City review and approval to ensure the plan is meeting the City's landscaping and buffering standards.
7. The applicant shall provide an attractive 6-foot site obscuring fence surrounding the entire property other than the entrance exit location.
8. The applicant shall balance grading of the site within the floodplain so that no net increase in fill will occur.
9. Signs for multifamily dwellings shall not exceed 32 s.f. Signs meeting the City's sign code are considered approved as part of this application. Sign proposals shall be submitted for code compliance and made a part of this application.

### **Prior to Building Permit**

10. The applicant shall pay all applicable system development charges (SDCs) and connections fees prior to issuance of a building permit. SDCs are charged concurrent with building permits and therefore may change over time as individual buildings are constructed at different times.

### **On-going Responsibilities**

11. All stormwater drainage shall be maintained on-site per the applicant's drainage plan.
12. No storage of materials is allowed in a manner which may cause a nuisance. The applicant shall not store unused vehicles, junk or debris within view of persons on a public street or adjacent properties. All outdoor storage and any equipment on site shall be screened from adjacent public rights-of-way.
13. All exterior lighting shall be shielded and focus light downward onto the site and shall not shine onto adjacent rights-of-way or properties or cause a hazard to vehicles or aircraft. Additional shielding may be required to accomplish this.
14. The applicant is required to comply with all relevant portions of the City of Prineville Code of Ordinances and secure any permits required by the Crook County Building Department or State and Federal agencies.

### **RECOMMENDED FINDING FOR DENIAL:** If denied the following findings are recommended.

1. The application is not compatible with the Comprehensive Plan due to inefficient use of commercially zoned land for single use, low density residential purposes.
2. The application is not compatible with the purpose of the C2 zone. The C2 zone provides for commercial uses more desirable outside the downtown and more dependent on high traffic volumes. It also allows some types of heavy commercial and light industrial uses that are not compatible with residential uses.


### **MOTION IN FAVOR**

The Staff Report and record of tonight's proceedings are hereby incorporated as Findings of Fact in Favor of this Application. I Move the application be **APPROVED**, subject to the Conditions of Approval as they have been finalized, and based upon the Findings of Fact in favor of the application.

### **MOTION IN OPPOSITION**

The Staff Report and record of tonight's proceedings are hereby incorporated as Findings of Fact in Opposition to this Application. I Move the request be **DENIED** based upon Findings of Fact in opposition to the application.

Written by:

  
Joshua Smith  
Planning Director



## BestCare Multifamily Development Project, Crisis Housing

### Project Overview

This project is a cottage housing development designed to provide single-occupant dwellings for individuals experiencing severe mental illness. The goal is to create a supportive living environment for those engaged in mental health services while ensuring long-term sustainability and community integration.

### Project Scope

- **Location:** Prineville, Crook County
- **Site Area:** Accommodates 5 buildings with room for 10 structures
- **Occupancy:** Residents live rent-free, and will be enrolled in supportive services
- **Duration of Stay:** No set length of stay currently
- **Funding:** Supported through Measure 110 state funding and an OHA grant

### Purpose & Community Benefit

This housing development is designed to support individuals who face significant barriers to stable housing, with a focus on the following populations:

- **Prioritized Unhoused Populations:**
  - Aid and Assist program participants
  - Psychiatric Security Review Board (PSRB) individuals
  - Civil Commit patients
- **Other Eligible Populations:**
  - Individuals with a Serious and Persistent Mental Illness (SPMI) diagnosis
  - Individuals who have struggled to obtain or maintain housing due to mental health challenges

This initiative is part of a broader effort to address mental health and housing stability in the region. It is specifically intended to serve Crook County residents living with serious and persistent mental illness, many of whom are unhoused and have frequent contact with law enforcement for non-violent nuisance offenses such as trespassing or loitering.

By providing safe and supported housing, the program aims to reduce homelessness, lower involvement with the legal system, and support long-term mental health recovery. This model not only improves outcomes for individuals, but also reduces nuisance calls, eases pressure on local law enforcement and emergency services and relieves stress on Crook County families who often struggle to support loved ones in crisis. The result is a stronger, safer, and more stable community overall.

## Management, Screening & Support Services

- **Property Management:**
  - The housing development will be managed either by our in-house housing department or a third-party property management firm to maintain the property and ensure compliance with local regulations.
  - Routine inspections will be conducted to ensure units remain in good condition, free from hazards, and do not contribute to urban blight.
  - All residents will be enrolled in BestCare's intensive services program, which includes near daily staff contact and regular home visits. This high-touch model allows our team to identify and respond to concerns early, before they escalate, helping ensure stability and accountability in the housing community.
  - Commercial landscaping vendors will be contracted to maintain exterior spaces, ensuring a well-kept, aesthetically appealing neighborhood.
  - The development will adhere to local neighborhood standards, ensuring that the property is well-maintained and does not become a site for excessive trash, hoarding, or urban decay.
- **Resident Screening:**
  - Screening residents presents challenges as some of the target occupants are unhoused and or may lack formal documentation or rental history.
  - Instead of a traditional tenant screening process, placement will be based on clinical and service engagement criteria, prioritizing those who meet the eligibility requirements for mental health support programs.
- **Support Services:**
  - Residents will have access and be required to engage in mental health treatment, substance use disorder services, case management, and peer support specialists.
  - Collaboration with our organization and other local providers will ensure access to medical care, employment training, and independent living skills programs.
  - Regular wellness check-ins and crisis intervention services will be available to maintain a stable living environment.

## Design & Land Use Considerations

- **Structural Plan:**
  - Cottage-style housing is prioritized over row housing for privacy, stability, and improved outcomes of care
  - Lower development cost and isolation to reduce risk of total loss if catastrophe were to occur
  - Aesthetic integration to enhance surrounding property values and maintain flexibility for potential future repurposing
  - Low environmental impact due to small footprint and single occupant load, making it a practical and economical housing model that requires minimal infrastructure compared to traditional multiunit developments.

- Should the program discontinue, the dwellings and property layout are designed for future adaptive reuse, either as commercial leasable space or a small-form-factor home community

## Site Selection Considerations

This location was intentionally acquired, funded, and planned from the beginning for this specific use. When BestCare received a state grant to develop supportive housing, available properties were limited. We evaluated multiple sites, but one was ruled out early due to cost and feasibility concerns. Of the two remaining properties that met our needs for size and zoning, the selected site was ultimately chosen for its flexibility, proximity to services, and its potential to have the least impact on future business development or neighboring properties.

Other key factors involved in our decision:

- **Staff and Client Safety:** Integrating residential housing for high-acuity clients directly adjacent to the treatment facility was determined to pose potential safety and operational risks for both residents and staff. A separate, standalone setting better supports recovery, autonomy, and clinical effectiveness.
- **Site Limitations and Future Growth:** The BestCare main campus is leased property and also serves as the Crook County Mental Health Program (CMHP) site, providing a broad range of services beyond adult mental health and substance use treatment. Building permanent residential structures there would limit the organization's ability to expand clinical services or respond to future program needs. Additionally, investing federal grant dollars into a site not owned by BestCare is not advisable and, even if permitted by the property owner, would present multiple challenges, up to and including long-term use restrictions (encumbrances).
- **Asset Ownership and Strategic Investment:** The proposed site was purchased by BestCare specifically for this project. The acquisition and development are funded by a Behavioral Health Housing grant through House Bill 5202, administered by the Oregon Health Authority (OHA). As a condition of this state grant, the property will be encumbered by long-term restrictive covenants requiring its use for behavioral health housing for a minimum of 20 years.
- **Strategic Separation from Clinical Operations:** The selected site is located across the street from BestCare's main campus and near an existing mobile home community where many of our clients already live. This allows for access to services when needed, while maintaining the separation necessary to avoid operational conflicts and preserve residential independence.

## Current Housing Accommodation Rationale

At present, there is no long-term or purpose-built housing option available in Crook County for this population. In limited cases, temporary rentals have been used to meet short-term needs, but these solutions are not sustainable. They depend on availability and often divert housing from others who could be better served in transitional settings.

Individuals with severe and persistent mental illness often require stable, long-term housing with appropriate support. The proposed development addresses this gap by offering a structured, service-connected solution that provides consistency and accountability. This approach strengthens community infrastructure while helping those with complex needs live more safely and independently.

## Community Engagement & Opposition Considerations

This development is not a homeless shelter but a carefully planned housing community providing stable, long-term housing for individuals in need of support. We recognize concerns regarding stigma associated with substance use disorder and homelessness, and we want to reassure the community that this project is designed to be a well maintained, high quality residential neighborhood. The intent is for this development to be indistinguishable from any other desirable neighborhood an attractive, well-kept community that enhances the surrounding area. If someone were unaware of its purpose, they would see a modern, thoughtfully designed space where anyone might want to live.

As a committed community partner, we aim to work collaboratively with neighbors and local stakeholders to ensure that this development is a positive addition to the area. We are dedicated to maintaining the property to high standards, engaging with the community, and addressing any concerns proactively. We recognize that there is community concern regarding this project, and our approach includes:

- **Transparency:** Sharing a clear business model detailing management, screening, and support services
- **Engagement:** Conducting outreach to neighboring properties to address concerns proactively
- **Security & Oversight:**
  - Residents will be actively engaged in services with our organization, ensuring frequent staff interactions and monitoring.
  - CCTV security cameras will be installed throughout the development to enhance safety and discourage criminal activity.
  - While no on-site staff will be stationed at the development, our main campus is less than 500 feet away, allowing for rapid response to any issues that may arise.
  - The development will implement strict property maintenance policies to prevent accumulation of trash, junk, or hoarded goods, ensuring the community remains clean, safe, and visually appealing.

## Conclusion

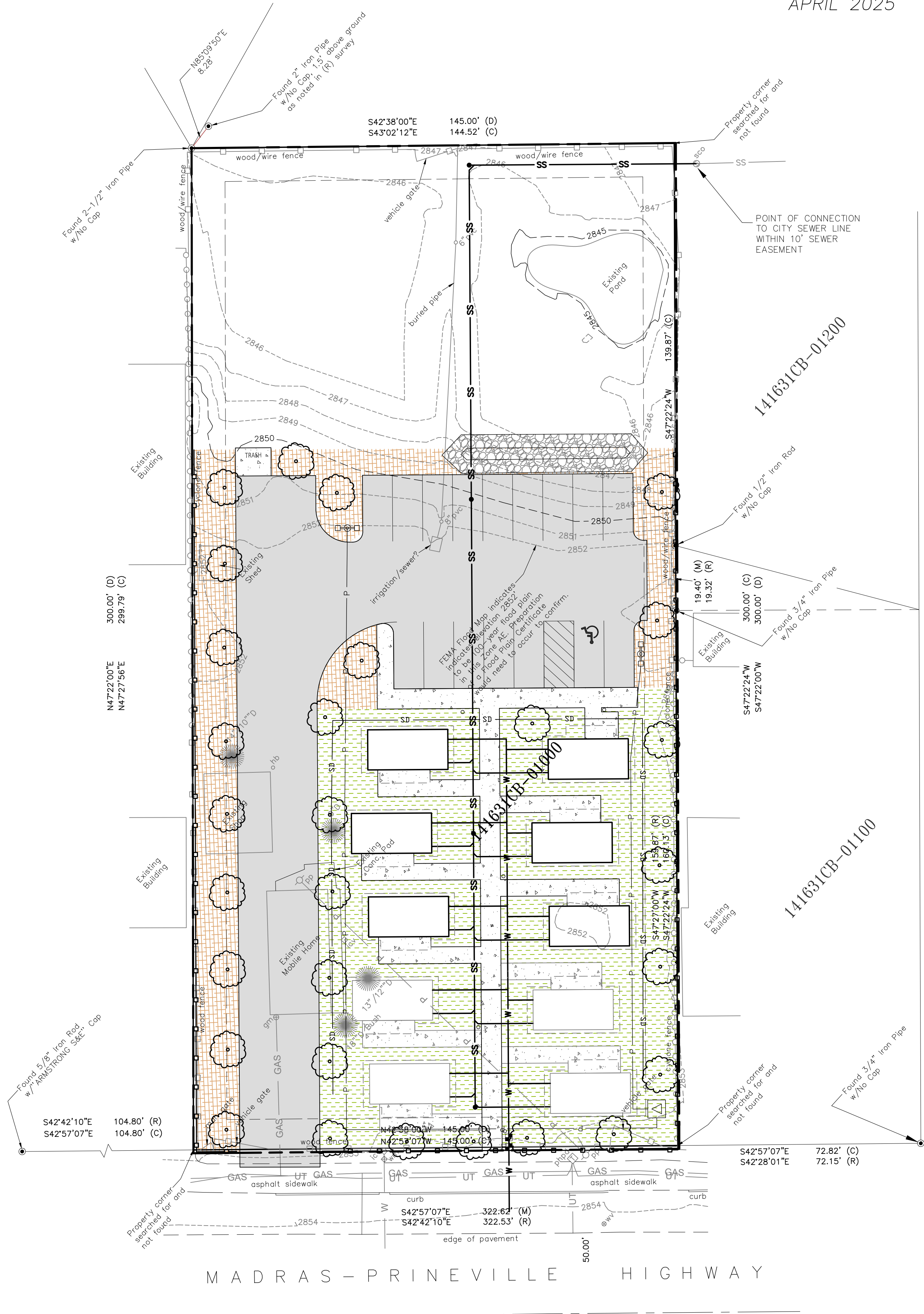
This project represents a thoughtfully designed, well-integrated housing solution aimed at serving one of the community's most vulnerable populations while maintaining respect for local concerns. The combination of strategic site placement, careful planning, and a strong service model will ensure both short- and long-term benefits to the residents, the city, and the broader community.



SITE PLAN APPLICATION

# Prineville Cluster Housing Project

Madras-Prineville Highway and Studebaker Drive  
APRIL 2025



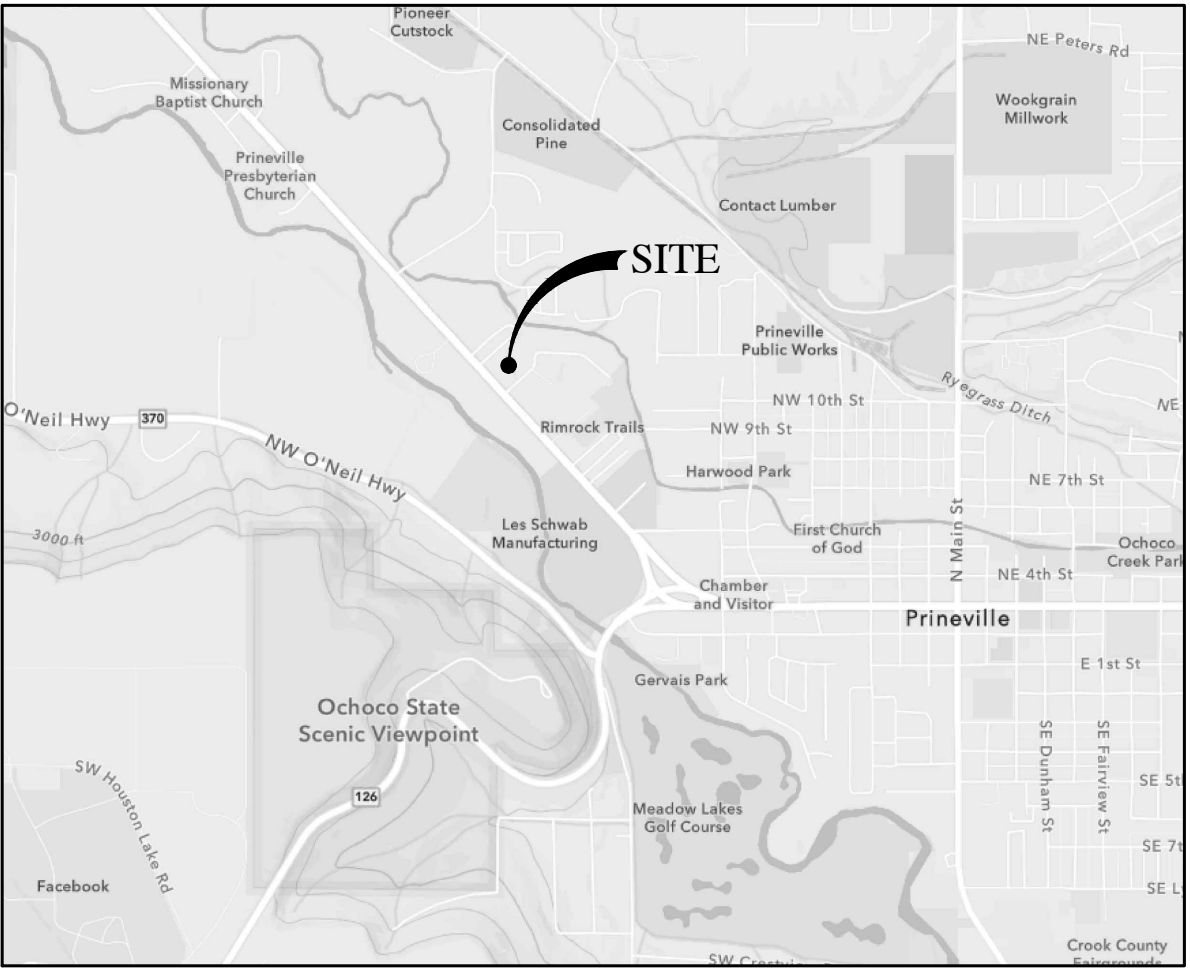
**CIVIL ENGINEER/SURVEYOR:**  
RHINE-CROSS GROUP  
112 N 5th ST - SUITE 200  
KLAMATH FALLS, OR 97601  
(541) 851-9405  
CONTACT: MARC CROSS

**ARCHITECT:**  
PINNACLE ARCHITECTURE  
1001 SW DISK DR - SUITE 105  
BEND, OR 97702  
(541) 388-9897  
CONTACT: MARK ROSSI

**OWNER:**  
BESTCARE TREATMENT SERVICES  
ATTN: BRIAN PALOMO  
P.O. BOX 1710  
REDMOND, OR 97756  
(541) 504-9577

**JURISDICTION:**  
CITY OF PRINEVILLE  
387 NE 3RD ST  
PRINEVILLE, OR 97754  
(541) 447-5627

**PROPERTY INFORMATION:**  
ADDRESS: 996 NW MADRAS HWY  
MAP: 14S16E31CB  
TAX LOT: 1000  
ZONE: C2 - GENERAL COMMERCIAL  
SURROUNDING ZONE: C2 - GENERAL COMMERCIAL  
ACREAGE: 1.0 ACRES TOTAL PARCEL AREA  
TERRAIN: EXISTING MOBILE HOME AND OUT-BUILDINGS, TERRAIN  
RELATIVELY FLAT  
FIRE DISTRICT: CITY OF PRINEVILLE  
STREETS/STORM WATER: CITY OF PRINEVILLE  
SANITARY SEWER: CITY OF PRINEVILLE  
WATER SERVICE: CITY OF PRINEVILLE  
EXISTING LAND USE: RESIDENTIAL  
PROPOSED LAND USE: CLUSTER HOUSING PROJECT  
UTILITIES: GAS, POWER, TELEPHONE, CABLE TV ONSITE



VICINITY MAP  
N.T.S.

PRELIMINARY SITE DATA & CALCULATIONS

TOTAL PROPERTY AREA:	43,700 sq.ft.
PROPOSED BUILDING AREAS:	2,880 sq.ft.
TOTAL BUILDING COVERAGE:	6.6%
TOTAL PRIVATE PAVED AREA:	10,346 sq.ft.
TOTAL PRIVATE PAVED COVERAGE:	23.7%
TOTAL PRIVATE SIDEWALK AREA:	3,346 sq.ft.
TOTAL PRIVATE SIDEWALK COVERAGE:	7.7%
TOTAL PRIVATE LANDSCAPE AREA:	13,525 sq.ft.
TOTAL PRIVATE LANDSCAPE COVERAGE:	30.9%
TOTAL OPEN/UNDISTURBED AREA:	13,603 sq.ft.
TOTAL OPEN/UNDISTURBED COVERAGE:	31.1%

SITE REQUIREMENTS  
(RESIDENTIAL R1)

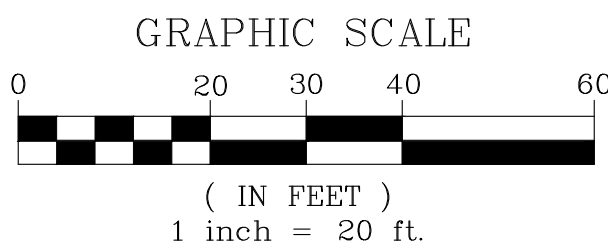
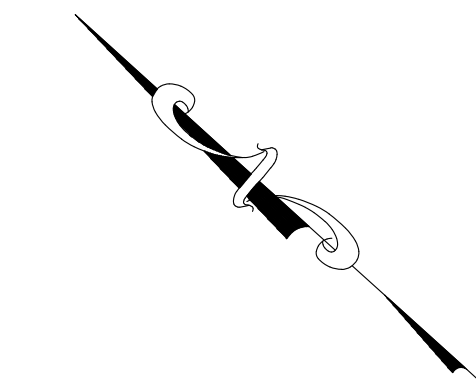
SETBACKS:	
FRONT (MADRAS-PRINEVILLE HWY)	10 ft
EXTERIOR SIDE (STUDEBAKER DR)	10 ft
INTERIOR SIDE	10 ft*
REAR	10 ft

\* - Note 10ft Setback for Cottage Clusters

MAXIMUM BUILDING HEIGHT: 28 ft

LEGEND

- = Found monument as noted
- ☀ 6"D = Existing Deciduous Tree
- ⊙ wv = Existing Water Valve
- ⊙ wm = Existing Water Meter
- ⊙ hb = Existing Hydrant Hose Bib
- ⊙ 6"pvc = Existing 6" PVC pipe
- ⊙ gm = Existing Gas Meter
- ⊙ sco = Existing Sewer Cleanout
- ⊙ phpd = Existing Phone Box or Pedestal
- ⊙ pp = Existing Power Pole
- ⊙ icv = Existing Irrigation Control Box or Valve
- 2852 — = Existing Elevation Contour
- w — = Existing Water Line Locate
- s — = Existing Sewer Line Locate
- p — = Existing Overhead Power Line
- gas — = Existing Natural Gas Line Locate
- ut — = Existing Cable/Phone/Fiber Optic Locate
- (D) = Dimensions per current property deed
- (R) = Record data per CS# 3890
- (C) = Calculated dimension



SHEET INDEX

T1	SITEPLAN OVERALL
T2	SITEPLAN DETAIL
T3	GRADING, DRAINAGE & UTILITY PLAN
T4	LANDSCAPE PLAN

Pinnacle Architecture  
1001 SW Disk Dr - Suite 105  
Bend, OR 97702  
(541) 388-9897

**RHINE-CROSS GROUP LLC**  
ENGINEERING - SURVEYING - PLANNING  
112 N 5th ST - SUITE 200 - P.O. BOX 909  
KLAMATH FALLS, OREGON 97601

**R-C GROUP**  
REGISTERED PROFESSIONAL ENGINEER  
55,506PE  
MARCUS D. CROSS  
OREGON 09-000000  
RENEW: 12-31-2025  
04-30-2025

Phone: (541) 851-9405 Fax: (541) 273-9200 admin@rc-grp.com

Prineville Cluster Housing

PRINEVILLE OREGON

SHEET NAME:

Overall  
Siteplan

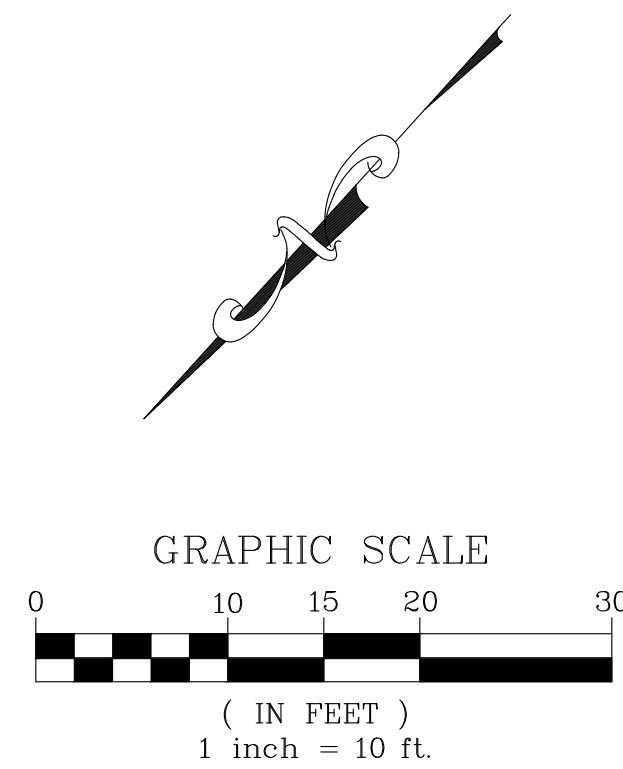
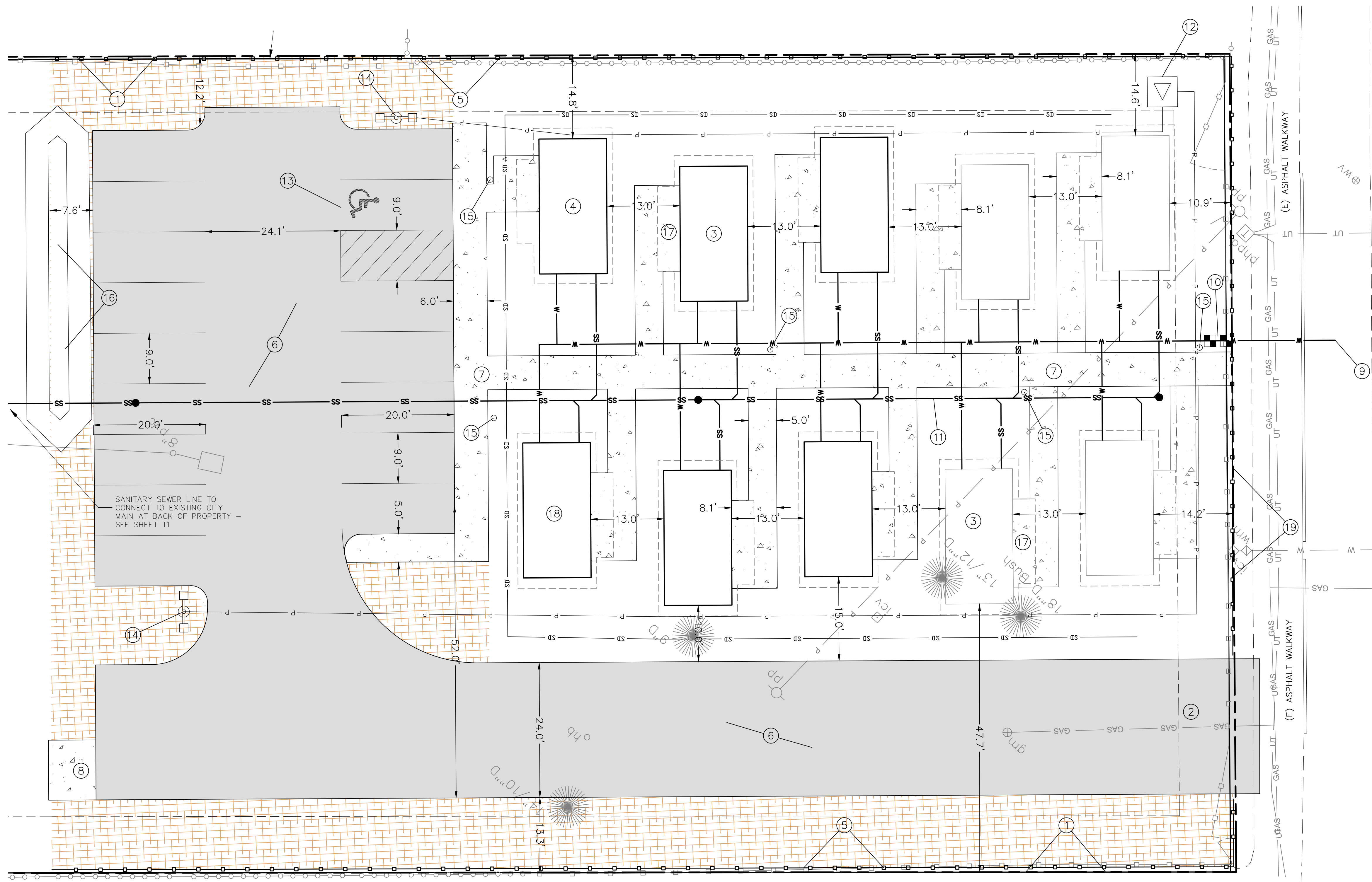
DRAWN BY: TDC  
CHKD BY: MDC  
DATE: APRIL 2025

REVISIONS:

JOB NO. 2328  
SHEET NO.

T1





SITEPLAN NOTES:

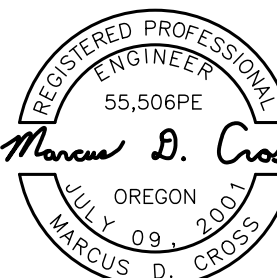
- 1 PROPERTY LINE
- 2 PROPOSED PUBLIC ROAD ACCESS, WIDTH AS SHOWN
- 3 PROPOSED CLUSTER HOME (288 s.f. Typ.). THE FRONT FOUR HOMES WILL BE CONSTRUCTED AS IN PHASE 2
- 4 PROPOSED ADA ACCESSIBLE CLUISTER HOME (288 s.f.)
- 5 PROPOSED 6' HIGH PRIVACY FENCE (CHAIN LINK WITH PRIVACY SLATS) ALONG NW & NE SIDES WHERE NO FENCE ALREADY EXISTS
- 6 PROPOSED ASPHALT AREA
- 7 PROPOSED CONCRETE SIDEWALK AND PATIO AREAS
- 8 PROPOSED TRASH/RECYCLING ENCLOSURE TO BE SCREENED WITH 6' TALL PRIVACY FENCE & GATE
- 9 POINT OF CONNECTION TO CITY WATER LINE, EXISTING WATER METER TO BE ABANDONED
- 10 INSTALL 2" WATER METER AND 2-1/2" SERVICE LINES
- 11 INSTALL 6" SEWER LATERAL CONNECTION TO CITY MAIN.
- 12 INSTALL NEW TRANSFORMER VAULT ONSITE WITH POWER METER ON BACK OF ADA UNIT (SEE NOTE #4).
- 13 NEW ADA VAN ACCESSIBLE STALL. VAN ACCESSIBLE SPACE TO BE ACCOMPANIED BY A STANDING "VAN ACCESSIBLE" SIGN, AND SLOPE OF ADA SPACE IS NOT TO EXCEED 2% IN ANY DIRECTION
- 14 ALL PROPOSED SITE LIGHTING TO BE HOODED AND DOWNWARD FACING AND SHALL NOT ILLUMINATE OUTSIDE OF THE PROPOSED SITE
- 15 PROPOSED PATHWAY LIGHTING TO CONSIST OF LIGHT BOLLARDS SPACED AS SHOWN
- 16 PROPOSED MASTER STORMWATER FACILITY
- 17 PROPOSED 15.7x8' PATIO (125.6sq.ft.) AT EACH STRUCTURE FOR PRIVATE OPEN SPACE
- 18 PROPOSED OFFICE/LAUNDRY BUILDING
- 19 PROPOSED 4' HIGH FENCE ALONG MADRAS-PRINEVILLE HIGHWAY FRONTAGE

MADRAS-PRINEVILLE HIGHWAY

Pinnacle Architecture  
1001 SW Disk Dr - Suite 105  
Bend, OR 97702  
(541) 388-9897

RHINE-CROSS GROUP LLC  
ENGINEERING - SURVEYING - PLANNING  
112 N 5th ST - SUITE 200 - P.O. BOX 909  
KLAMATH FALLS, OREGON 97601

R-C  
RHINE-CROSS  
GROUP



RENEWALS: 12-31-2025

Prineville Cluster Housing

SHEET NAME:

Siteplan  
Detail

DRAWN BY: TDC

CHKD BY: MDC

DATE: APRIL 2025

REVISIONS:

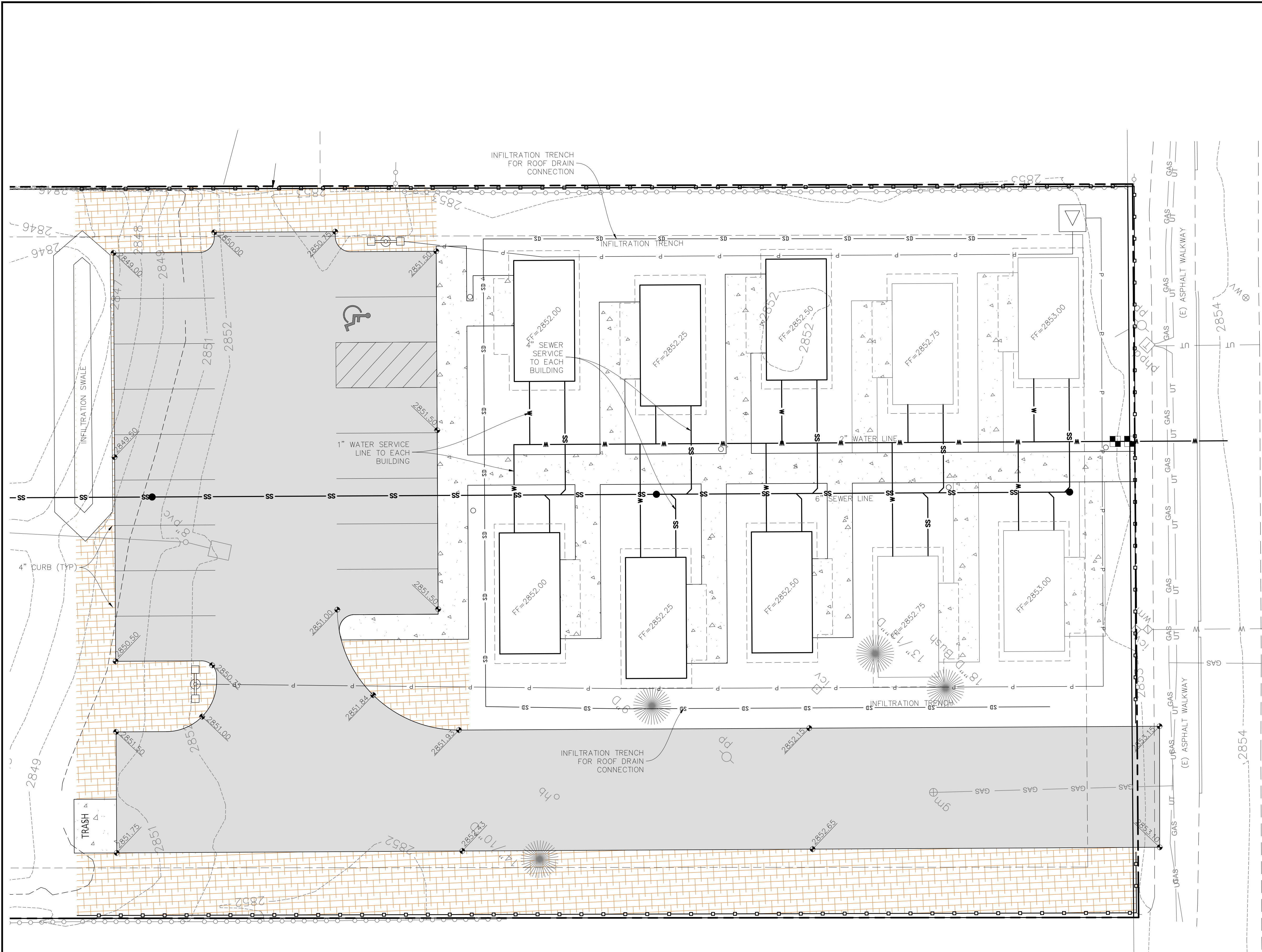
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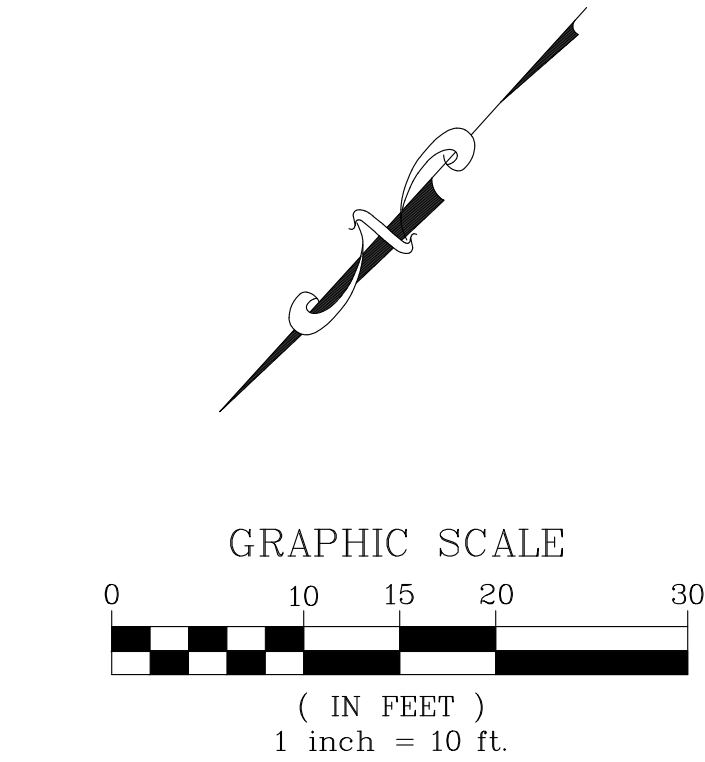
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T2





MADRAS-PRINEVILLE HIGHWAY

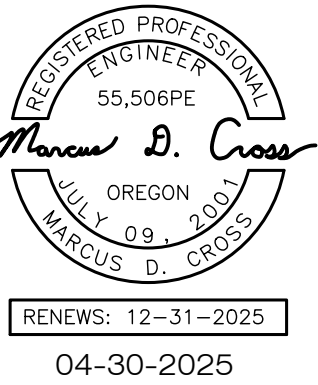


- GENERAL NOTES:
- ALL STREET IMPROVEMENTS, SEWER, AND STORMWATER UTILITIES INFRASTRUCTURE LOCATED IN THE RIGHTS-OF-WAY SHALL BE PUBLIC. ALL UTILITIES OUTSIDE OF THE PUBLIC ROADWAY AND OR PUBLIC UTILITY EASEMENTS SHALL REMAIN PRIVATE.
- ALL SIDEWALKS WILL BE DESIGNED AND CONSTRUCTED TO CITY OF PRINEVILLE, ODOT, AND ADA SIDEWALK STANDARDS. DETAILS OF THESE WILL BE PROVIDED IN THE REQUIRED SITE CONSTRUCTION DRAWINGS.
- SANITARY SEWER:
- 8" SANITARY MAIN EXISTS WITHIN NW MADRAS-PRINEVILLE HIGHWAY. A 6" PUBLIC SEWER LATERAL WILL BE CONNECTED TO THIS LINE AND PRIVATE LINES WILL BE ROUTED THROUGH THE SITE TO COLLECT AND ROUTE SEWER TO THE PROPOSED SINGLE LATERAL.
  - SANITARY SEWER SERVICE WILL BE PROVIDED BY THE CITY OF PRINEVILLE.
- STORM SEWER:
- ALL RUNOFF FROM ROOFS AND STREET AREAS WILL BE COLLECTED INTO A STORM SYSTEM AND ROUTED TO AN ONSITE MASTER STORMWATER FACILITY AS SHOWN.
  - DEVELOPED STORM-WATER RUNOFF WILL BE RETAINED ONSITE IN INFILTRATION SWALES AND ROOF DRAIN INFILTRATION TRENCHES. ALL STORMWATER RETENTION AND DETENTION WILL MEET CITY OF PRINEVILLE STANDARDS. A STORM-WATER INFILTRATION SWALE WILL BE LOCATED ON THE SOUTHEAST SIDE OF THE PROJECT AT THE NATURAL LOW POINT.
  - ALL STORM LINES WITHIN THE PUBLIC RIGHT OF WAYS WILL REMAIN PUBLIC.
  - ALL STORM LINES AND DETENTION FACILITIES OUTSIDE OF THE PUBLIC RIGHT OF WAY WILL BE PRIVATELY OWNED AND MAINTAINED BY THE PROPERTY OWNER.
  - STORM-WATER OVERFLOW WILL BE ROUTED TO THE MADRAS-PRINEVILLE HIGHWAY STREET CURB LINE AND ROUTED TO EXISTING CATCH BASINS SOUTH OF THE SITE.
- DOMESTIC WATER:
- AN 8" WATER MAIN EXISTS WITHIN MADRAS-PRINEVILLE HIGHWAY WITH WATER PROVIDED BY CITY OF PRINEVILLE WATER.
  - A 2" WATER METER WILL BE CONNECTED TO THE PUBLIC MAIN AND ROUTED ONSITE FOR SERVICE TO EACH STRUCTURE.
- OTHER UTILITIES:
- A GAS MAIN EXISTS WITHIN MADRAS-PRINEVILLE HIGHWAY AND WILL BE CONNECTED TO IF GAS SERVICE IS DESIRED.
  - POWER IS AVAILABLE SOUTHEAST OF THE SITE. SERVICE WILL BE PROVIDED BY PACIFIC POWER. A NEW TRANSFORMER WILL BE SET ONSITE WITH THE MAIN METER INSTALLATION TO BE DETERMINED.
  - COMMUNICATIONS IS AVAILABLE AT THE STREET FRONTAGE.
  - STREET LIGHTS WILL BE PROVIDED AS SHOWN. THE FINAL DESIGN WILL BE DEVELOPED DURING THE FINAL CONSTRUCTION DOCUMENTS.
  - ALL UTILITIES WILL BE ROUTED THROUGH THE SITE IN UNDERGROUND CONDUITS WITH EASEMENTS IF NECESSARY.

GRADING: APPROXIMATELY 1,500 cu.yds. EXCAVATION WILL BE NECESSARY TO CONSTRUCT SITE DEVELOPMENT. THE AREA OF GRADING WILL BE LESS THAN 1 ACRE, THEREFORE A DEQ 1200-C PERMIT IS NOT REQUIRED FOR THIS PROJECT. A CITY OF PRINEVILLE SITE GRADING & EROSION CONTROL PERMIT WILL BE REQUIRED.

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KLAMATH FALLS, OREGON 97601  
Phone: (541) 851-9405 Fax: (541) 273-9200 admin@rc-grp.com



Prineville Cluster Housing

PRINEVILLE OREGON

SHEET NAME:  
Grading, Drainage  
& Utility Plan

DRAWN BY: TDC  
CHKD BY: MDC  
DATE: APRIL 2025

REVISIONS:




JOB NO.  
2328

SHEET NO.





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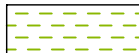


Tree Planting Schedule

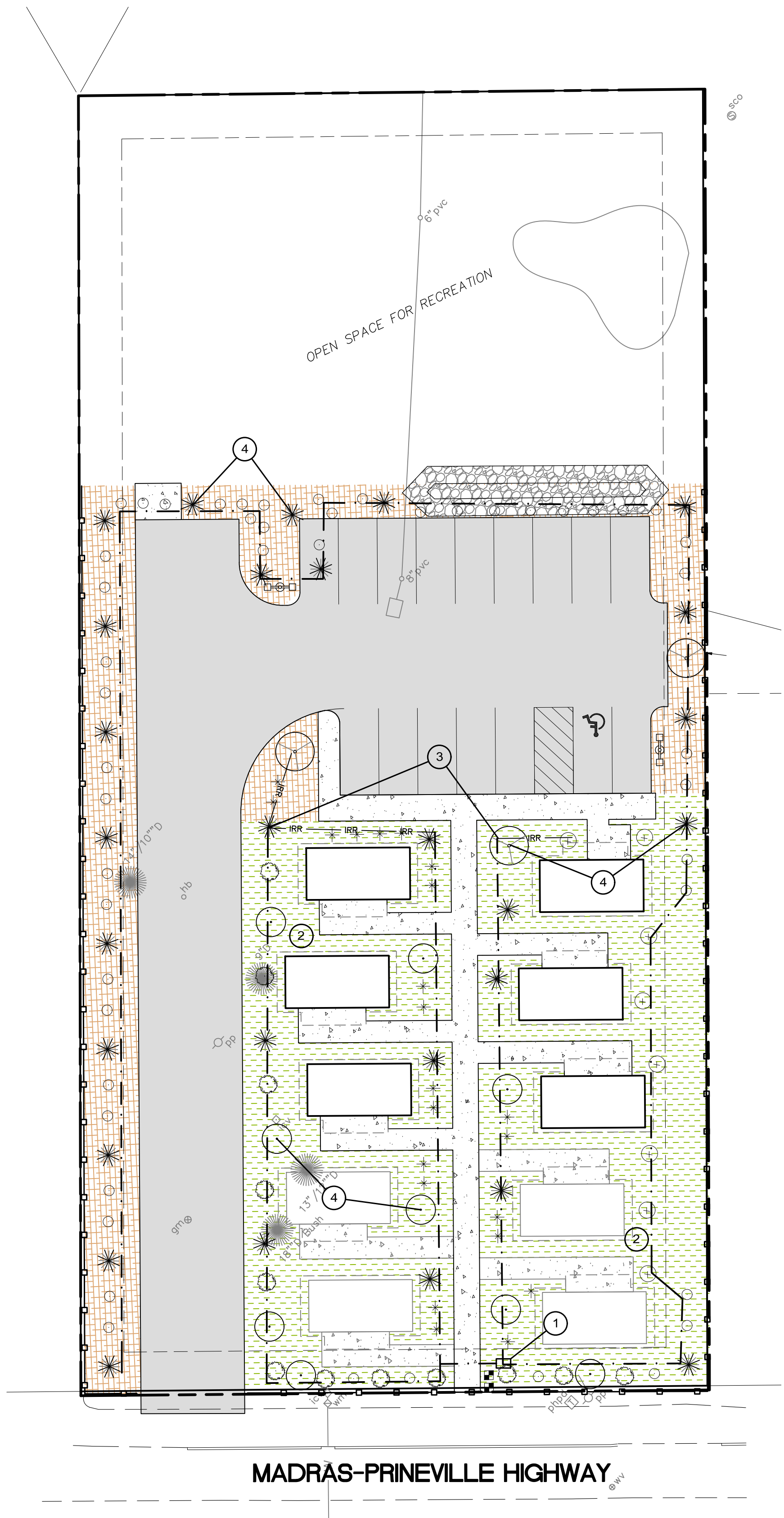
	3	CERCIS CANADENSIS EASTERN REDBUD	STREET TREE	2" CAL., 10'-12' HT.
	28	PINUS PONDEROSA PONDEROSA PINE	SITE TREE	8' HT.
	9	ACER GRISEUM PAPERBARK MAPLE	PARKING LOT TREE	2" CAL., 10'-12' HT.

Shrub and Grass Planting Schedule

	8	SYMPHORICARPOS ALBUS COMMON SNOWBERRY	5 GAL.
	49	MAHONIA HAEMATOCARPA RED BARBERRY	1 GAL.
	13	EUNYMUS ALATUS 'COMPACTUS' COMPACT BURNING BUSH	5 GAL.
	22	HEUCTOTRICHON SEMPERVIRENS BLUE OAT GRASS	5'-6' HT.

SHADING LEGEND:  
(TOTAL SITE AREA: 30,174 sq.ft.)

	PROPOSED LAWN (SOD) (3,520 sq.ft.)
	PROPOSED RIVER ROCK SWALE (875 sq.ft.)
	



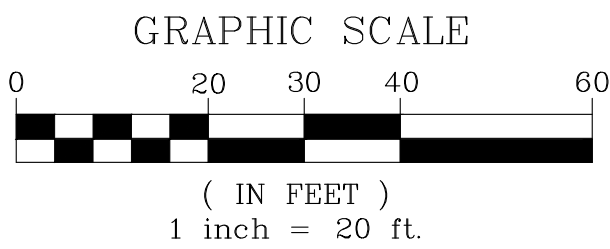
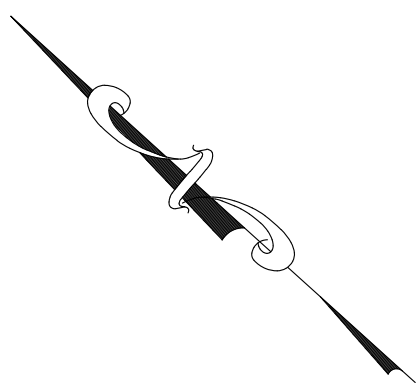
Irrigation Schedule

- 6-ZONE IRRIGATION CONTROL VALVE BOX. VALVE BOX TO BE FED BY DOMESTIC WATER LINE. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR DESIGN BUILD SYSTEM INCLUDING PUMPS, CONTROLS, EXPANSION TANKS, ETC.
- ALL LAWN AREAS SHALL BE ADEQUATELY COVERED BY TURF ROTATOR 4" POP UP HEADS. LOCATIONS SHALL BE APPROVED BY OWNER
- INSTALL DRIP CONTROL KIT FOR COMMERCIAL APPLICATIONS. (typ.)
- INSTALL DOUBLE TREE RING DRIPLINE AT EACH TREE LOCATION, FIRST RING SHALL BE 12" FROM TRUNK, SECOND RING 24" (typ.)

- THIS PLAN IS DIAGRAMMATICAL; ALL PIPING, VALVES, SPRINKLER HEADS ETC. SHALL BE INSTALLED BY LANDSCAPE CONTRACTOR AND FOLLOW THIS PLAN AS CLOSE AS IS PRACTICAL
- ALL MAINLINE IRRIGATION PIPES SHALL BE INSTALLED AT 24" DEPTH WITH LATERALS AT 12" DEPTH.
- CONTRACTOR SHALL MAKE FIELD ADJUSTMENTS AS NEEDED TO OBTAIN FULL COVERAGE AND SHALL SUBSTITUTE PLANT SPECIES IF NECESSARY BASED ON AVAILABILITY.
- ALL ROAD AND SIDEWALK CROSSING SHALL BE INSTALLED IN CLASS 200 PVC SLEEVES AT 24" MIN. DEPTH.

LEGEND:

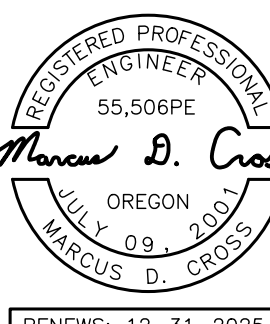
- IRRIGATION MAINLINE, PVC SCH 40 PIPE 1-1/2" DIA WITH 3/4" DIA LATERALS TO SPRINKLER HEADS
- DRIP LINE



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R-C GROUP  
RHINE-CROSS



04-30-2025

Prineville Cluster Housing  
PRINEVILLE OREGON

SHEET NAME:  
Preliminary  
Landscape Plan

DRAWN BY: TDC  
CHKD BY: MDC  
DATE: APRIL 2025

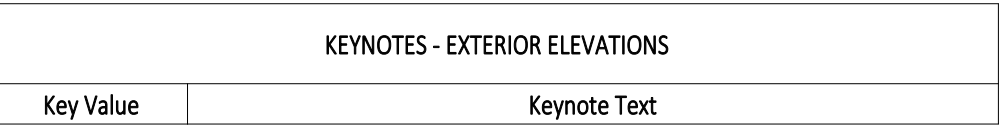
REVISIONS:

JOB NO.  
2328

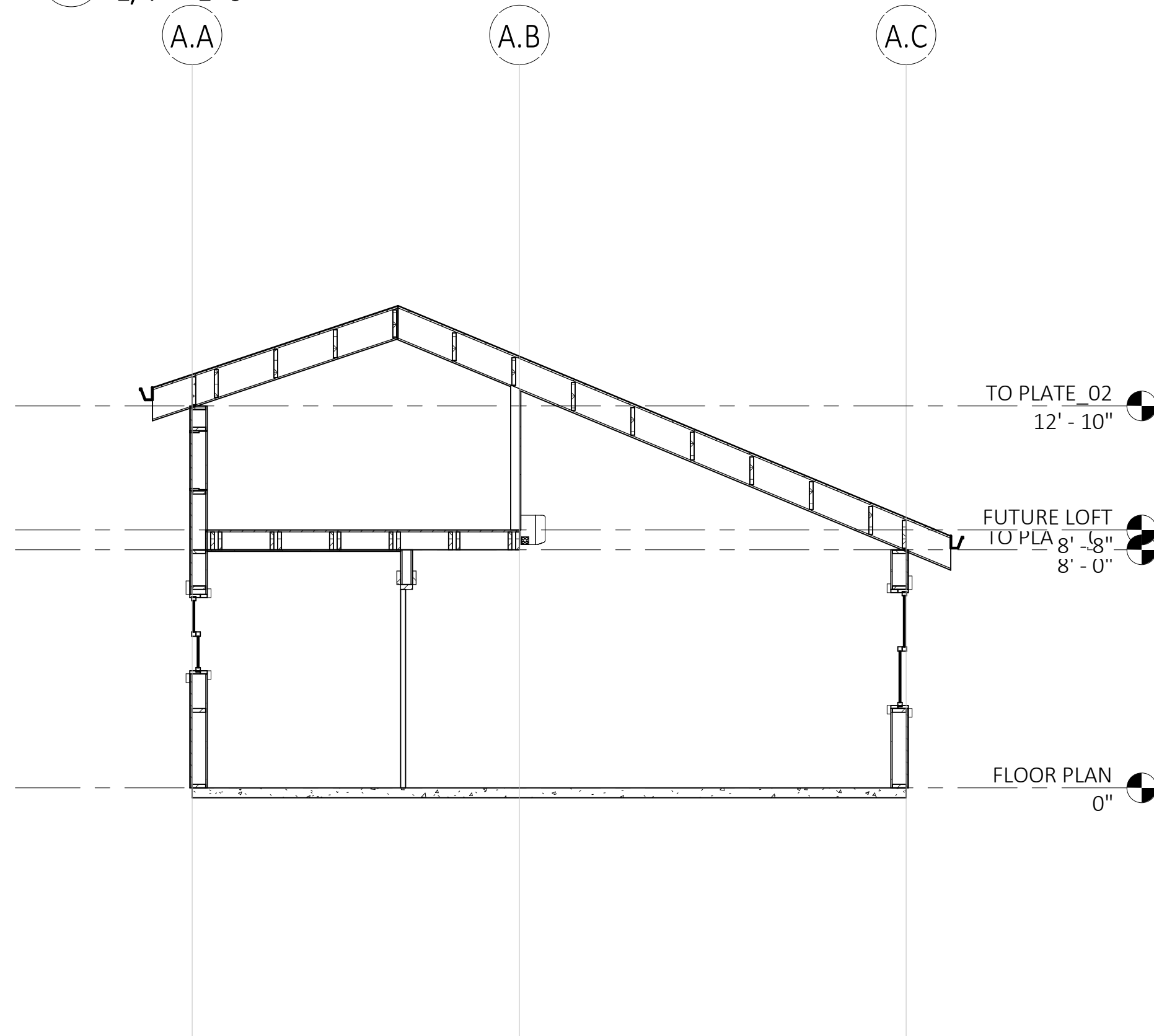
SHEET NO.

T4

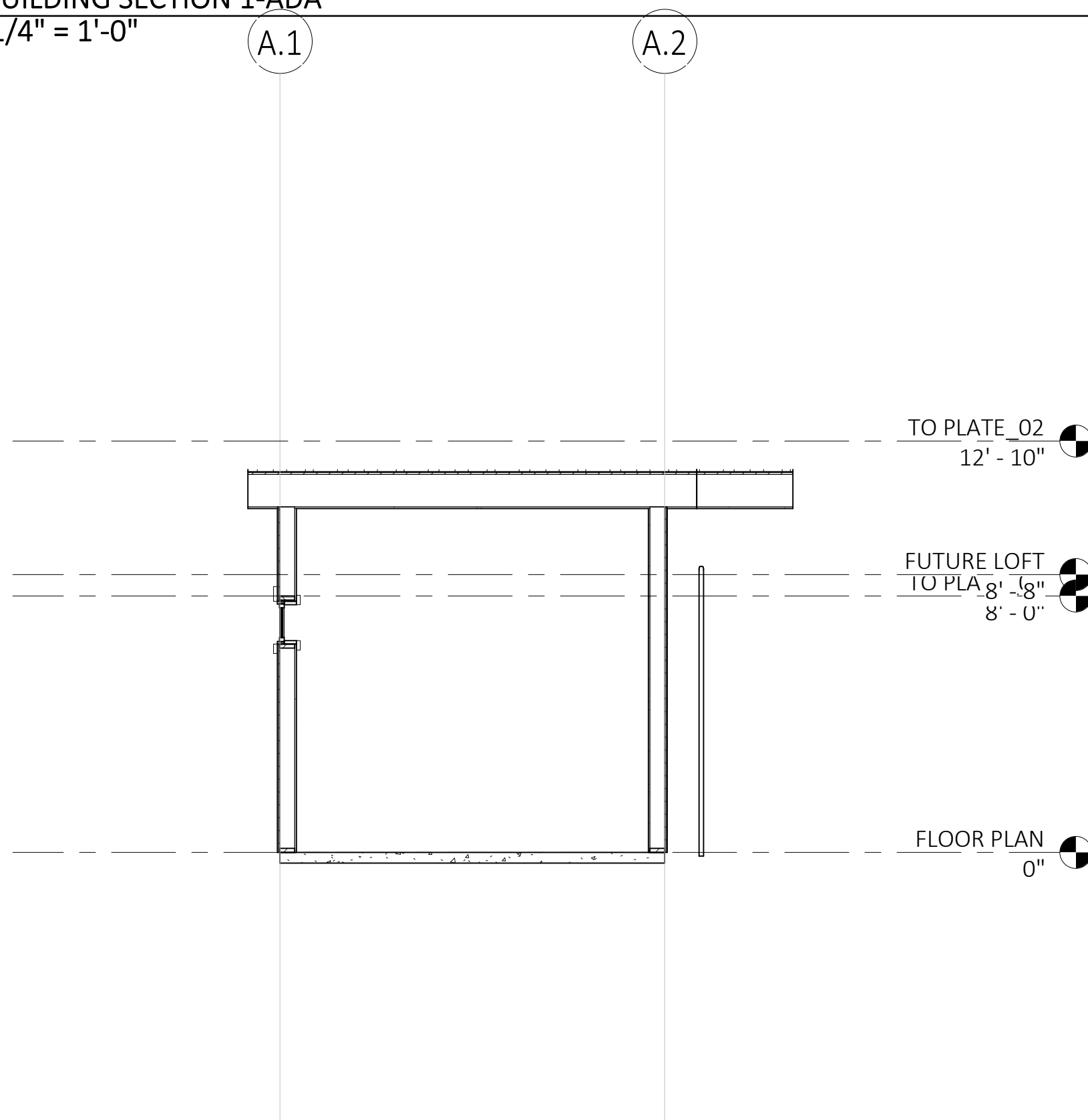




4 ADA - WEST ELEVATION  
1/4" = 1'-0"



6 3D VIEW 2



10 BUILDING SECTION 4 - ADA  
1/4" = 1'-0"



PROJECT ADDRESS:  
996 NW MADRAS HWY  
PRINEVILLE OR 97754

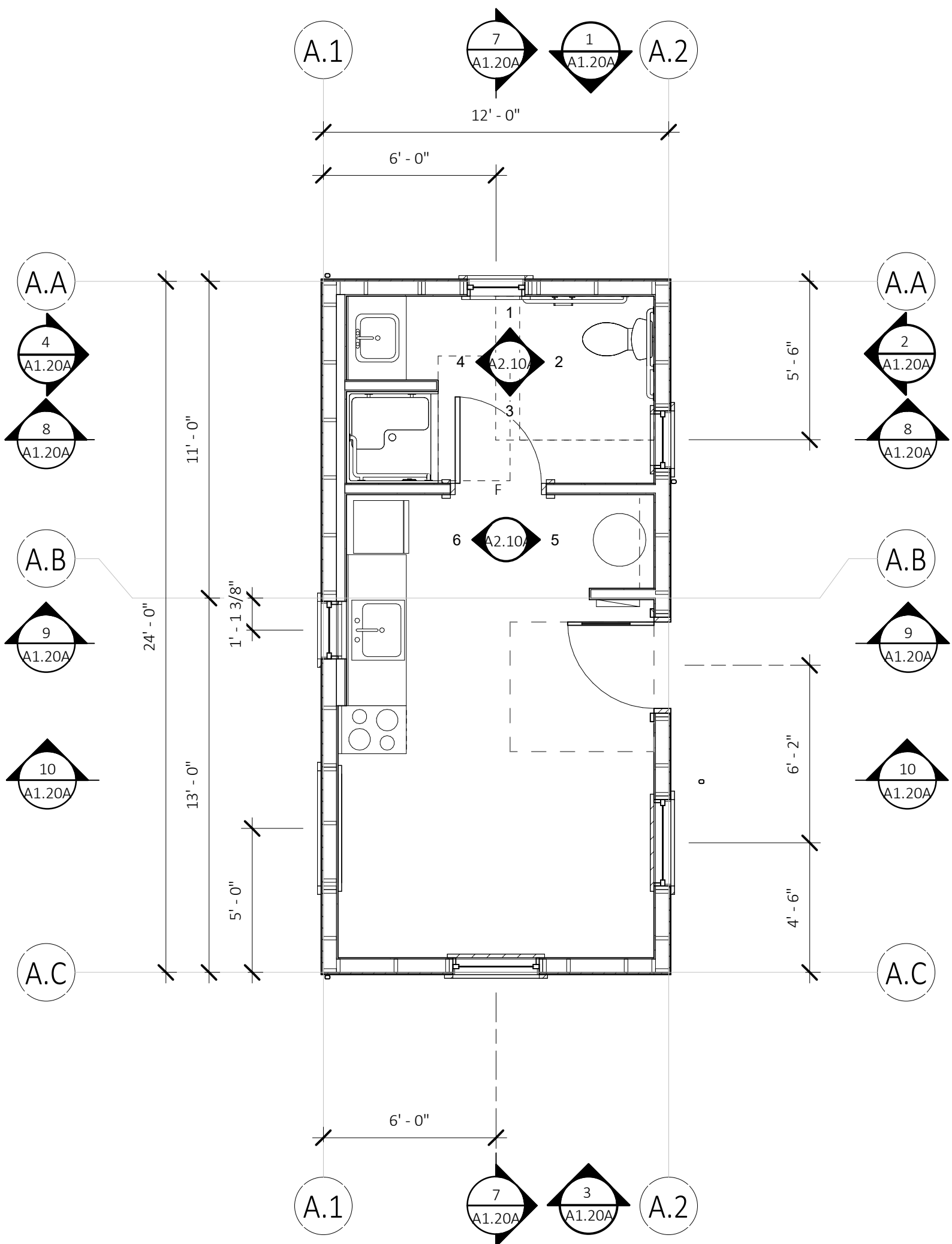
APPROVED FOR	DATE	BY
LANDUSE APPLICATION	04.05.2024	Approved

[illegible]

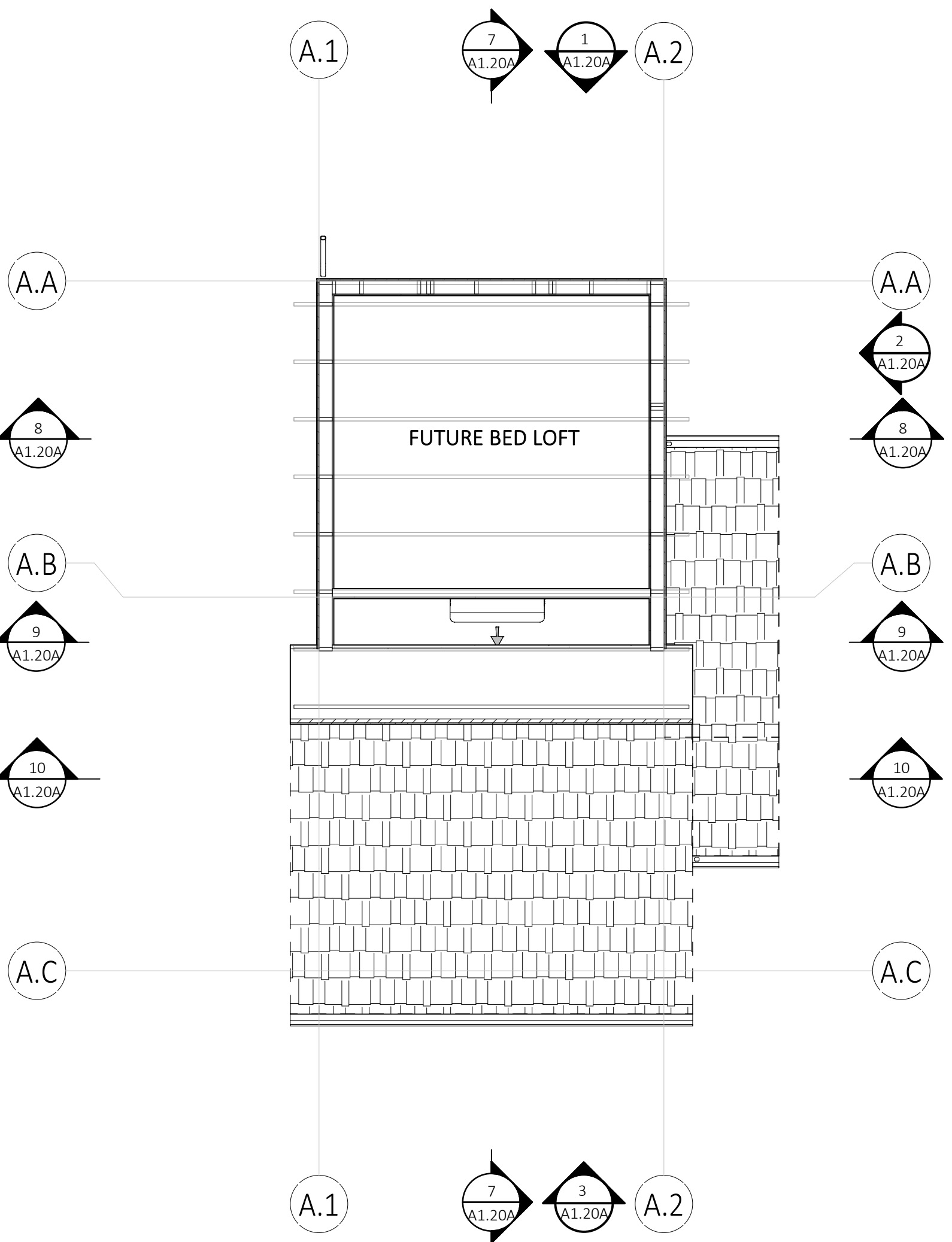
PROJECT NO: 2332.BC  
DRAWN BY: MD  
CHECKED BY: Checker  
© PINNACLE ARCHITECTURE, INC. 2024 ORIGINAL SHEET SIZE: 30"x42"

A1.20A

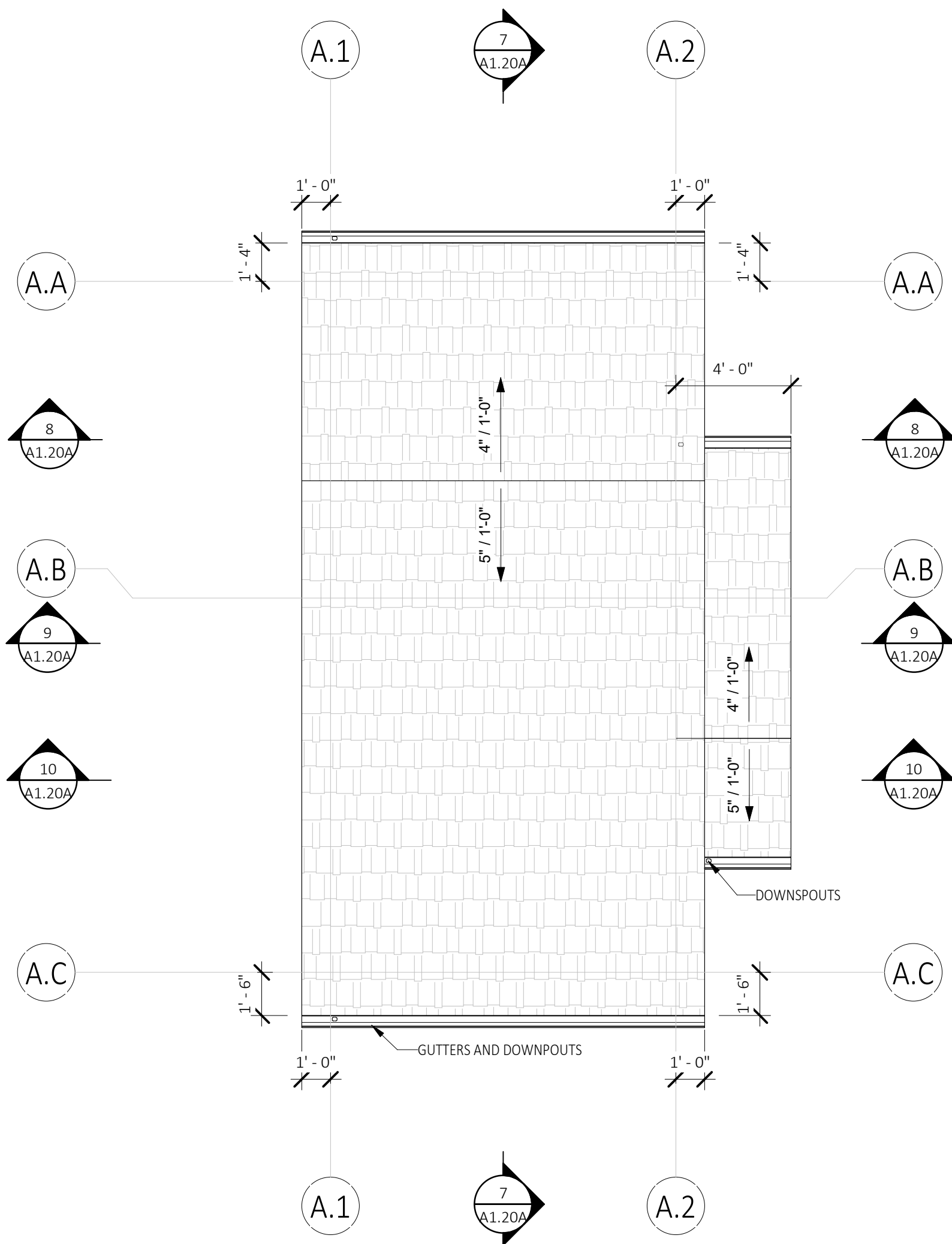




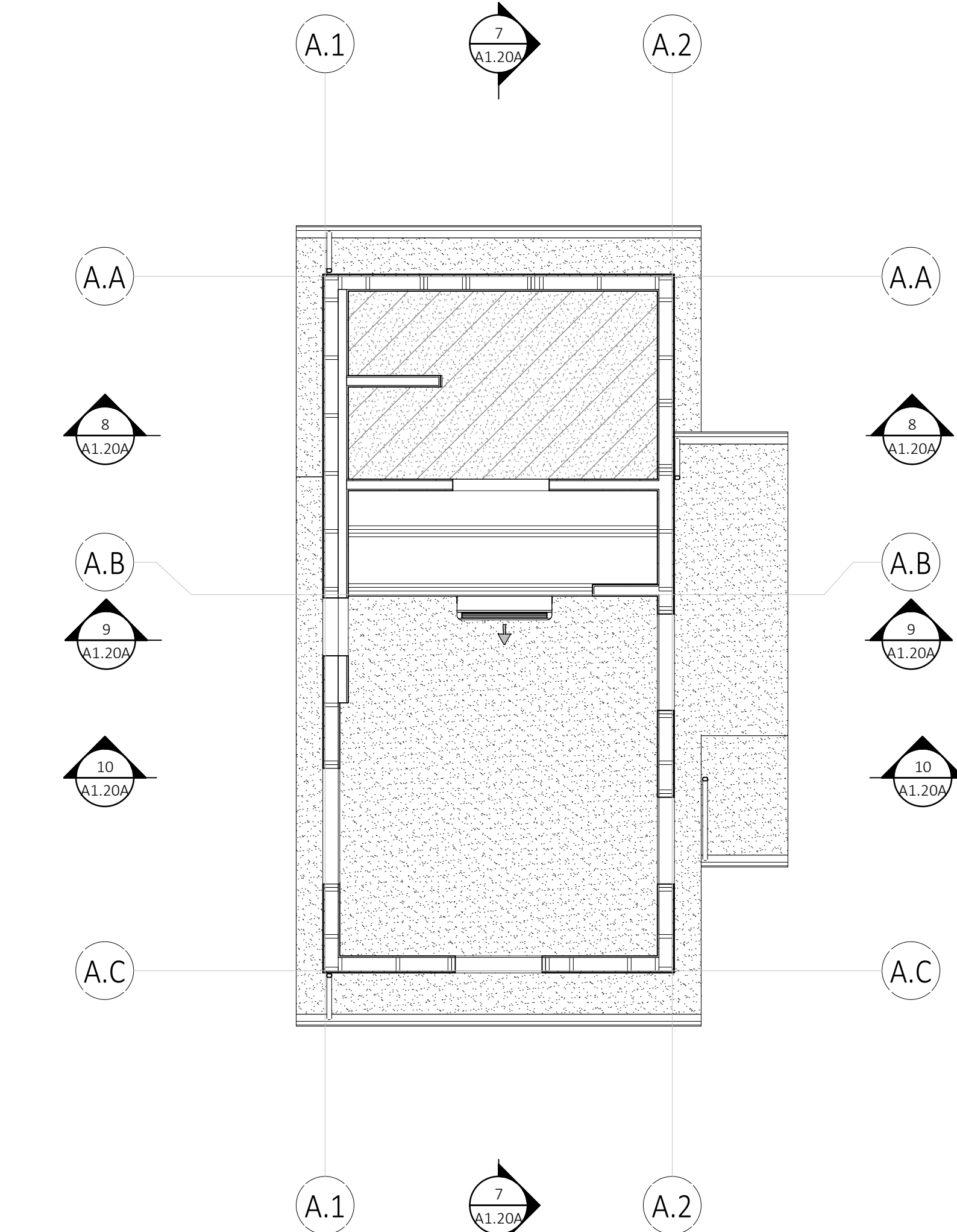
1 FLOOR PLAN - ADA  
1/4" = 1'-0"



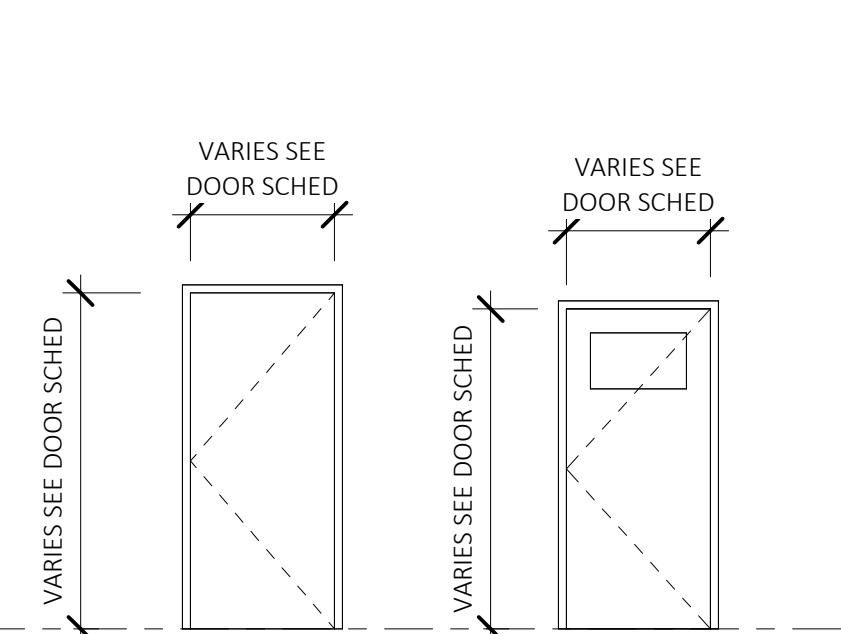
2 FUTURE LOFT  
1/4" = 1'-0"



10 ROOF PLAN  
1/4" = 1'-0"

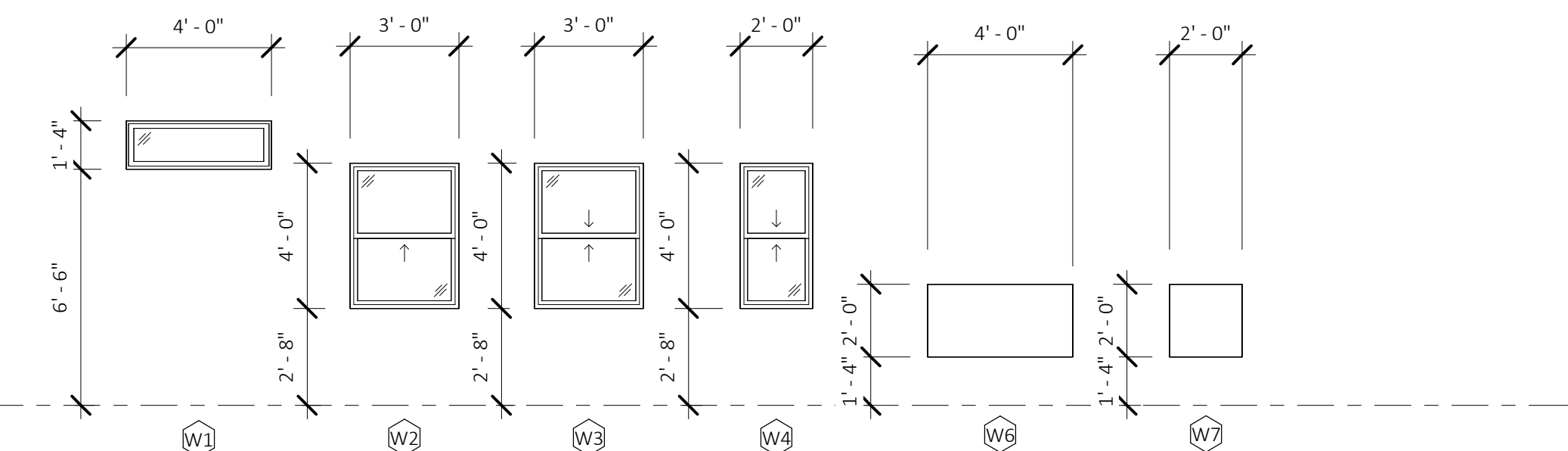


11 REFLECTED CEILING PLAN  
1/4" = 1'-0"



5 DOOR SCHED (SINGLE DOORS)  
1/4" = 1'-0"

DOOR SCHEDULE - ADA											
MARK	SIZE			DOOR				FRAME		HARDWARE	DESCRIPTION
	WIDTH	HEIGHT	THICK	TYPE	MATERIAL	FINISH	GLAZING	MATERIAL	FINISH		
D1	3'-0"	6'-8"	1 3/8"	FG	EXTERIOR GRADE FIBERGLASS	FACTORY	RELITE	WOOD	PAINT	ENTRY	
D2	3'-0"	6'-8"	1 3/4"	F	HOLLOW FIBERGLASS	FACTORY		WOOD	PAINT	RESTROOM	



6 WINDOW SCHED  
1/4" = 1'-0"

WINDOW SCHEDULE											
Type Mark	Height	Width	Head Height (left blank if varies)	Manufacturer	Spec Description	DETAILS			Finish	Trim all four sides	Comments
						Window Head	Window Jamb	Window Sill			
W1	1'-4"	4'-0"	7'-10"								
W2	4'-0"	3'-0"	6'-8"								
W3	4'-0"	3'-0"	6'-8"								
W4	<varies>	2'-0"	<varies>								
W6	2'-0"	4'-0"	3'-4"								
W7	2'-0"	2'-0"	3'-4"								

KEYNOTES - ROOF PLAN	
Key Value	Keynote Text

## REFLECTED CEILING PLAN LEGEND

GYP GYPSUM BOARD DIRECT APPLIED TO STRUCTURE

## ROOF LEGEND

DS PREFINISHED METAL DOWNSPOUT

## EXTERIOR ASSEMBLIES

MARK 6-E1	7/16" FIBER CEMENT LAP SIDING: 4" REVEAL WEATHER RESISTIVE BARRIER PLY WD SHEATHING 2X6 DIMENSIONAL LUMBER ACOUSTIC BATT INSULATION - VAPOR RETARDER 5/8" TYPE 'X' GYPSUM WALLBOARD	FIRE RESISTANCE/ SOURCE: STC RATING:	1 HOUR(S) U326
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## INTERIOR ASSEMBLIES

MARK 6-01	5/8" TYPE 'X' GYPSUM WALLBOARD 2X4 DIMENSIONAL LUMBER ACOUSTIC BATT INSULATION - 5/8" TYPE 'X' GYPSUM WALLBOARD	FIRE RESISTANCE/ SOURCE: STC RATING:	1 HOUR(S) GA WP 3514 35-39
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MARK 6-05	5/8" TYPE 'X' GYPSUM WALLBOARD 2X4 DIMENSIONAL LUMBER ACOUSTIC BATT INSULATION	FIRE RESISTANCE/ SOURCE: STC RATING:	1 HOUR(S)
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MARK 6-11	5/8" TYPE 'X' GYPSUM WALLBOARD 2X6 DIMENSIONAL LUMBER ACOUSTIC BATT INSULATION - 5/8" TYPE 'X' GYPSUM WALLBOARD	FIRE RESISTANCE/ SOURCE: STC RATING:	1 HOUR(S) GA WP 3660 -
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## GENERAL FLOOR/ ROOF PLAN NOTES

- SEE SHEET A1.10 FOR WALL, FLOOR AND ROOF ASSEMBLIES
- SEE GS.10 FOR MOUNTING HEIGHTS AND ACCESSIBILITY DETAILS
- DOOR AND WINDOW DIMENSIONS ARE TO CENTER OF ROUGH OPENING, UNLESS NOTED OTHERWISE.
- WALL DIMENSIONS ARE TO FACE OF STUD AND/OR FACE OF CMU/CONCRETE, UNLESS NOTED OTHERWISE.
- REFER TO REPLACEMENT SCHEDULE SHEET AXXX FOR ADDITIONAL ITEMS TO BE REMOVED AND REPLACED IN EACH UNIT.
- CONTRACTORS TO FIELD VERIFY EXISTING ROUGH OPENING DIMENSIONS PRIOR TO ORDERING DOORS AND WINDOWS.
- ALL DOORS WITH GLAZING TO HAVE SAFETY GLAZING PER CODE.
- CONTRACTOR SHALL PROVIDE MEANS TO PROTECT THE PUBLIC AND WORKERS DURING THE DEMOLITION PROCESS.
- DOOR AND WINDOW SUPPLIER RESPONSIBLE FOR LOCATING HARDWARE IN ACCESSIBLE UNIT TO BE LESS THAN 48" ABOVE FINISH FLOOR INCLUDING BLIND CONTROLS.
- WINDOW SUPPLIER RESPONSIBLE FOR GLAZING WITHIN 24" OF DOORS TO BE TEMPERED.
- SEE SHEET AA.XX FOR ENLARGED PLANS OF WALKWAYS AND STAIRS.
- RESILIENT CHANNEL TO NOT BE INSTALLED ON WALLS WITH MOUNTED FIXTURES. USE OPPOSITE SIDE.

## GENERAL RCP NOTES

- REFER TO ELECTRICAL SHEETS FOR FIXTURES.
- CEILING HEIGHT AT BOTTOM OF STRUCTURE UNLESS NOTED OTHERWISE.

## GENERAL ASSEMBLY NOTES

- PARTITION TYPE TAGS ARE NOTED ON THE FLOOR PLANS. TYPICAL INTERIOR WALLS SHALL BE WALL TYPE 6-02-1 WITH WALL CONFIGURATION A1, UNLESS OTHERWISE NOTED ON DRAWINGS.
- REFERENCE G1.10 & G1.11 SERIES DRAWINGS FOR LOCATION AND EXTENT OF RATED PARTITIONS. ANY INCONSISTENCY TO BE REVIEWED BY ARCHITECT FOR CLARIFICATION BEFORE CONSTRUCTION.
- ALL FIRE-RATED ASSEMBLIES ARE BASED UPON IBC, AMERICAN WOOD COUNCIL (AWC), U.L., OR U.S. GYPSUM ASSOCIATION (GA) TEST DATA. FIRE-RATED PARTITIONS ARE TO BE CONSTRUCTED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TESTING AGENCIES. REFER TO SPECIFIC TEST REPORTS PROVIDED IN SECTION 09 21 16.1.
- MAINTAIN FIRE RESISTANCE RATING FOR ALL CONSTRUCTION INDICATED AT THROUGH-WALL PENETRATIONS, BUILT-IN WALL FIXTURES, ACCESSORIES, AND BEHIND MAILBOXES, FIRE EXTINGUISHER CABINETS, PLUMBING FIXTURES, ELECTRIC PANELS AND SIMILAR ITEMS, IN COMPLIANCE WITH REQUIREMENTS OF APPLICABLE CODES. COORDINATE CONSTRUCTION OF FIRE-RATED ASSEMBLIES WITH DESIGNATED DESIGN NUMBER.
- ASSEMBLIES FOR FIRE RATED WALLS AND COLUMNS SHALL EXTEND FROM STRUCTURAL FLOOR TO UNDERSIDE OF FLOOR DECK OR ROOF ABOVE, UNLESS SPECIFICALLY NOTED OTHERWISE. ALL OPENINGS AND JOINTS SHALL BE PROTECTED AS REQUIRED BY CODE.
- ACOUSTIC PARTITIONS ARE TO BE CONSTRUCTED IN ACCORDANCE WITH THE REQUIREMENTS OF TESTING AGENCIES. REFER TO SPECIFIC TEST REPORTS FOR REQUIRED COMPONENTS AND ASSEMBLY. PROVIDE 07 80.05 ACOUSTIC SEALANT AROUND WALL PERIMETER & OPENINGS AT BASE GYP LAYER. INSTALL STUD RUNNER WITH ACOUSTIC FOAM TAPE WHERE DESIGNATED BY ASSEMBLY.
- COMPLETELY SEAL AROUND PENETRATIONS THROUGH ACOUSTICAL WALLS. FILL DEPTH OF GAPS AROUND CUT-OUTS FOR ELECTRICAL BOXES, PIPES AND PLUMBING, AND OTHER PENETRATIONS. OFFSET PENETRATIONS BY ONE STUD MINIMUM. PROVIDE INSULATION BETWEEN THE CONCEALED FACE OF FINISH MATERIALS (WITHIN THE STUD OR JOIST CAVITY) AND PIPES, PLUMBING, THE BACK OF BOXES, OR OTHER RECESSED FIXTURES.
- ALL OTHER PARTITIONS ARE TO BE CONSTRUCTED IN ACCORDANCE WITH THE REQUIREMENTS OF THE SPECIFIC MATERIALS MFR AND INDUSTRY STANDARDS.
- RATED WALL CONTINUES THROUGH INTERSECTIONS WITH NON-RATED WALL, TYP
- SEE STRUCTURAL DRAWINGS FOR STUD SPACING.
- COORDINATE WITH STRUCTURAL DRAWINGS FOR REQUIRED SHEARWALL SHEATHING. PROVIDE IN ADDITION TO COMPONENTS INDICATED ON WALL TYPE DETAILS AS REQUIRED.
- WHERE LARGER STUDS OR FURRING ARE REQUIRED TO COVER DUCTS, PIPING, CONDUIT, ETC, THE LARGER STUD SIZE OR FURRING SHALL BE PROVIDED AND SHALL EXTEND THE FULL SURFACE OF THE WALL LENGTH AND HEIGHT WHERE THE FURRING OCCURS.
- PROVIDE ALL NECESSARY ANCHORAGE BLOCKING, BACKING AND FRAMING FOR HANDRAILS, DOOR STOPS, ELECTRO-MAGNETIC HOLD-OPENS, CASEWORK, SHELVING, MIRRORS, WALL MOUNTED EQUIPMENT AND ALL OTHER ITEMS AS REQUIRED FOR COMPLETE INSTALLATION.
- FRAME AND FINISH OPENINGS FOR MECHANICAL AND ELECTRICAL SYSTEMS AS REQUIRED BY MECHANICAL/ELECTRICAL DOCUMENTS.
- AT ALL TOILET ROOMS AND SHOWER ROOMS, SUBSTITUTE FACE LAYER GYP BD WITH (1) LAYER WATER RESISTANT GYP BD.
- FRAME WALL INTERSECTIONS AS A "CALIFORNIA CORNER" OR WITH FLAT BLOCKING TO MAXIMIZE THERMAL AND ACOUSTIC PERFORMANCE.
- SEE SPEC SECTION 07 84.00 FIRESTOPPING FOR FIRE STOPPING AND FIRE JOINT SYSTEM SCHEDULE, CALCULATED PER OSSC.
- WHERE ASSEMBLY TYPE UTILIZES ADDITIONAL LAYERS (GWB, RESILIENT CHANNEL, INSULATION, ETC) BEYOND REFERENCED STANDARD, BUILD ASSEMBLY TO MEET STANDARD PLUS ADDITIONALLY LAYER AS OUTLINED HEREIN.
- COMPLY WITH STRUCTURAL DEPTH AND SPACING, INCREASED DEPTH IS ACCEPTABLE PER GENERAL EXPLANATORY NOTE 15 OF GA FIRE RESISTANCE DESIGN MANUAL.
- PROVIDE FIRE BLOCKING PER CODE.

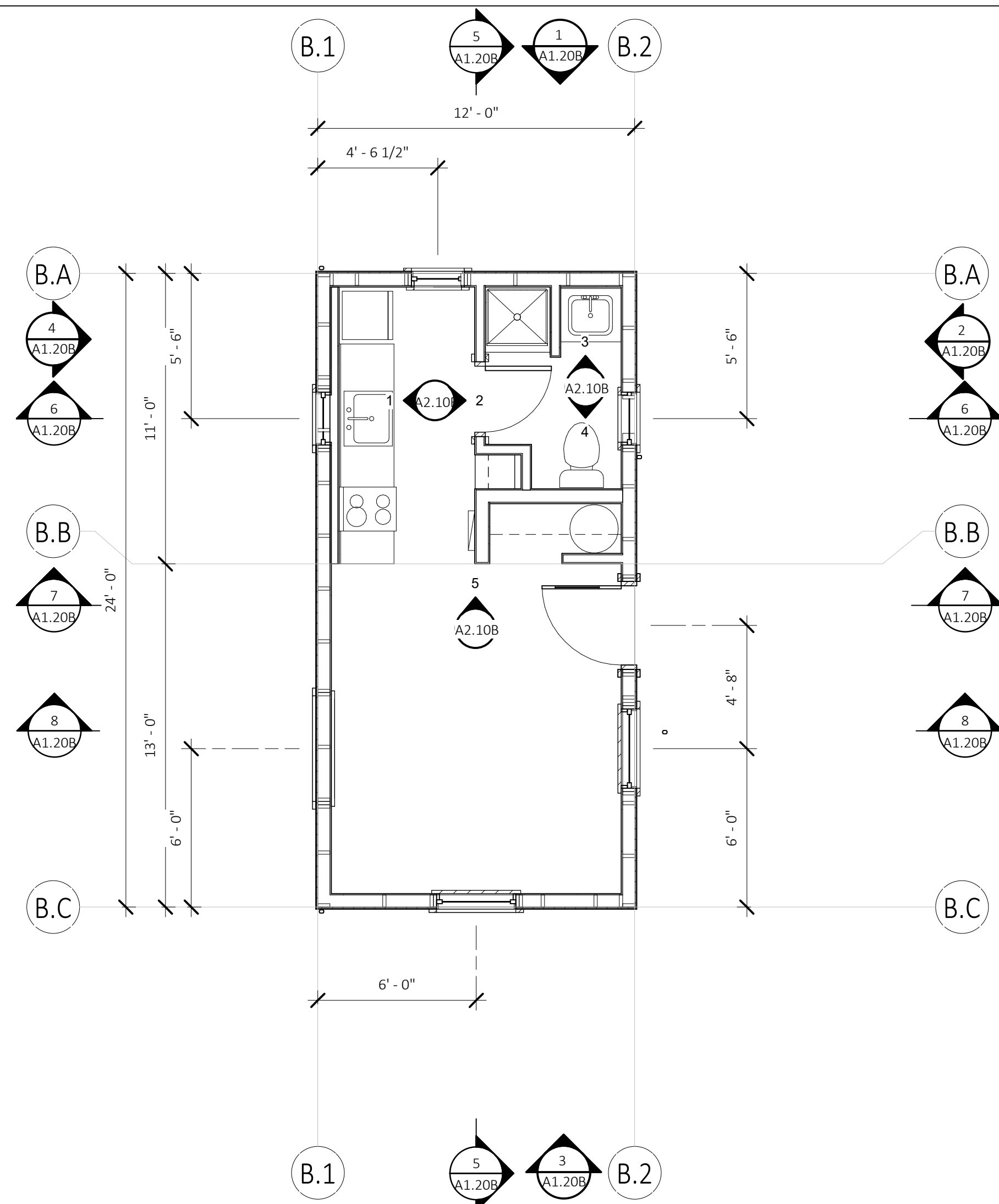
## FLOOR / ROOF ASSEMBLIES

MARK R1	EXTERIOR ASPHALT SHINGLES ROOFING MEMBRANE WOOD SHEATHING PER STRUCTURAL 2X RAFTERS CAVITY FILL INSULATION - VAPOR RETARDER 5/8" TYPE 'X' GYPSUM DIRECT APPLIED TO RAFTER	FIRE RESISTANCE/ SOURCE: STC RATING:	
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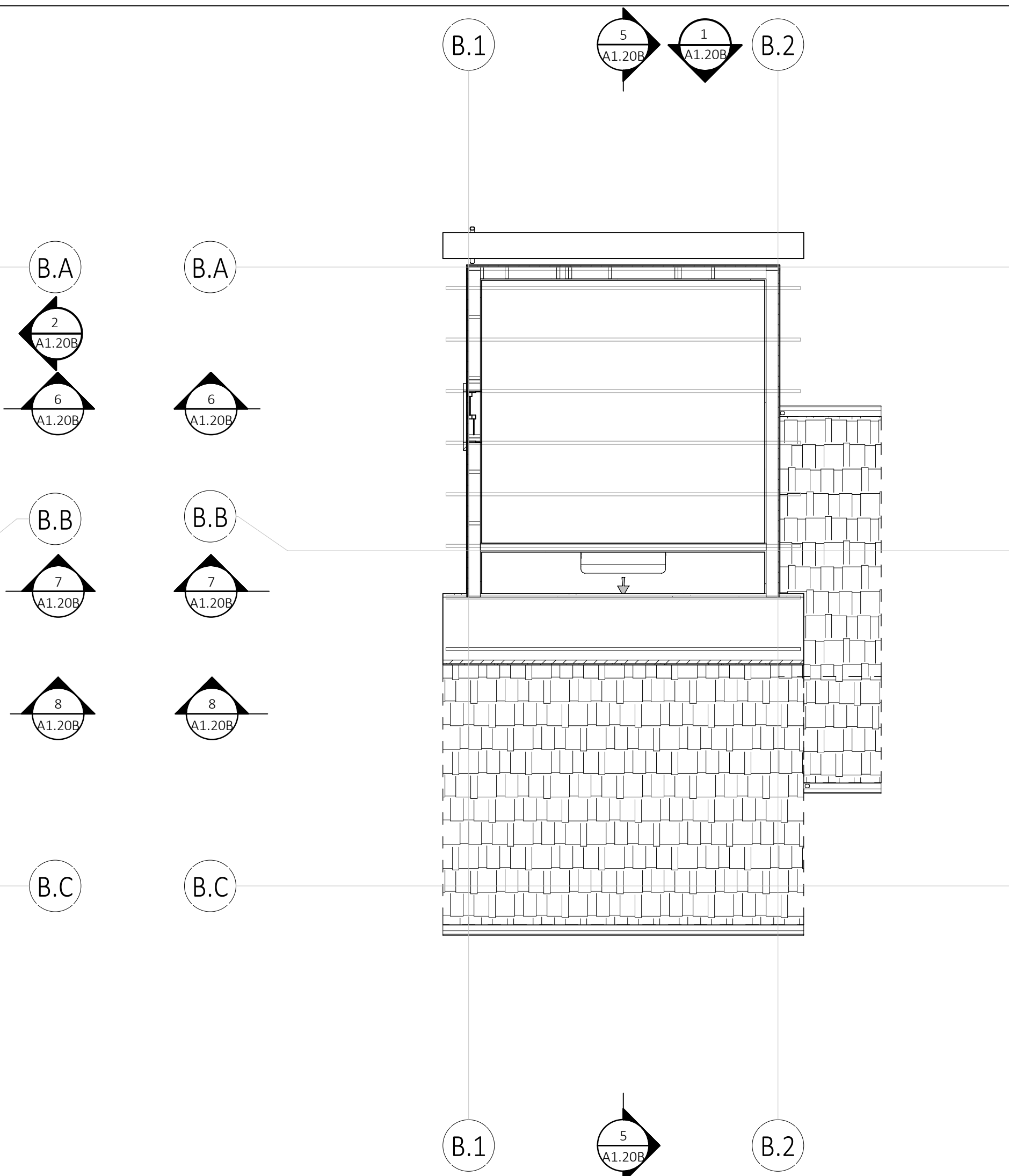
MARK F1	CONCRETE SLAB PER STRUCTURAL GRANULAR FILL - PER GEO TECH	FIRE RESISTANCE RATING/ SOURCE: STC / IIC RATING/SOURCE:	
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MARK F2	WOOD FLOOR SHEATHING PER STRUCTURAL (3/4" MIN) FRAMING PER STRUCTURAL 1 1/2" MIN MINERAL WOOL INSULATION - SUPPORTED BY RESILIENT CHANNEL RC CHANNEL 5/8" TYPE 'C' GYPSUM WALL BOARD	FIRE RESISTANCE RATING/(1 HOUR(S)) SOURCE: STC / IIC RATING/SOURCE: 60 STC / 60 IIC (ESTIMATED)	
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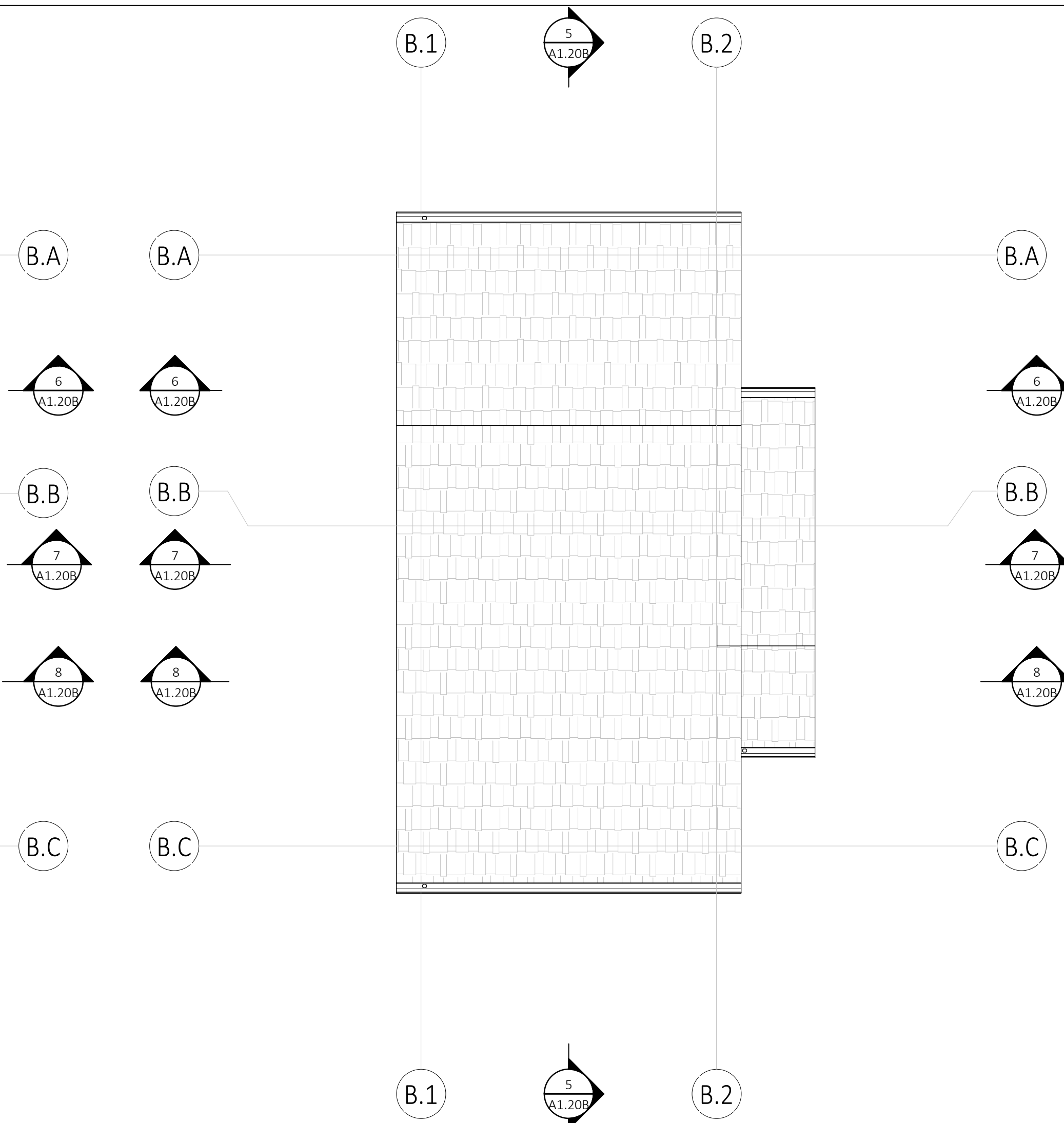




1 FLOOR PLAN - STANDARD  
1/4" = 1'-0"



2 FUTURE LOFT Copy 1  
1/4" = 1'-0"



10 ROOF PLAN Copy 2  
1/4" = 1'-0"

### GENERAL FLOOR/ ROOF PLAN NOTES

1. SEE SHEET A11 FOR WALL, FLOOR AND ROOF ASSEMBLIES.
2. SEE GS 10 FOR MOUNTING HEIGHTS AND ACCESSIBILITY DETAILS
3. DOOR AND WINDOW DIMENSIONS ARE TO CENTER OF DOOR/ WINDOW, UNLESS NOTED OTHERWISE.
4. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE. CHALK/CONCRETE, UNLESS NOTED OTHERWISE.
5. REFER TO REPLACEMENT SCHEDULE SHEET XXXV FOR ADDITIONAL ITEMS TO BE REMOVED AND REPLACED IN EACH UNIT.
6. CONTRACTORS TO FIELD VERIFY EXISTING ROUGH OPENINGS PRIOR TO ORDERING DOORS AND WINDOWS.
7. ALL DOORS WITH GLAZING TO HAVE SAFETY GLAZING PER CODE.
8. CONTRACTOR SHALL PROVIDE MEANS TO PROTECT THE PUBLIC AND WORKERS DURING THE DEMOLITION PHASE.
9. DOOR AND WINDOW SUPPLIER RESPONSIBLE FOR LOCATING HARDWARE IN ACCESSIBLE UNIT TO BE LESS THAN 48" ABOVE FINISH FLOOR INCLUDING BLIND CONTROLS.
10. WINDOW SUPPLIER RESPONSIBLE FOR GLAZING WITHIN 24" OF DOORS TO BE TEMPERED.
11. SEE SHEET A4X FOR ENLARGED PLANS OF WALLWAYS AND STAIRS.
12. RESIDENT CHANNEL NOT TO BE INSTALLED ON WALLS WITH MOUNTED FIXTURES. USE OPPOSITE SIDE.

## GENERAL RCP NOTES

1. REFER TO ELECTRICAL SHEETS FOR FIXTURES.
2. CEILING HEIGHT AT BOTTOM OF STRUCTURE UNLESS NOTED OTHERWISE.

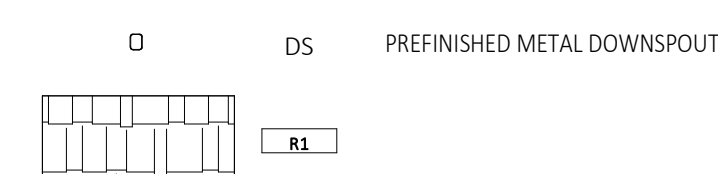
## GENERAL ASSEMBLY NOTES

1. PARTITION TYPE TAGS ARE NOTED ON THE FLOOR PLANS. TYPICAL INTERIOR WALLS SHALL BE WALL TYPE 0-2 WITH WALL CONFIGURATION AT, UNLESS OTHERWISE NOTED ON DRAWINGS.
2. REFERENCE CIL 10.0 & CIL 11.1 SERIES DRAWINGS FOR LOCATION AND EXTENT OF RATED PARTITIONS. ANY INCONSISTENCY TO BE REVIEWED BY ARCHITECT FOR CLARIFICATION BEFORE CONSTRUCTION.
3. FIRE RATED ASSEMBLY SHALL BE CONSTRUCTED PER AMERICAN WOOD COUNCIL (AWC), U.S. OR U.S. GYPSUM ASSOCIATION (GA) TEST TYPE. FIRE RATED PARTITIONS ARE TO BE CONSTRUCTED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TESTING AGENCIES. PROVIDE TO SPECIFIC TEST PROVISIONS PROVIDED IN SECTION 07 21 16.1.
4. MAINTAIN FIRE RESISTANCE RATING FOR ALL CONSTRUCTION INDICATED AT THROUGH-WALL PENETRATIONS, BUILT-IN CASES, FIXTURES, ACCESSORIES, AND BEHIND MAILBOXES, FIRE EXTINGUISHER CABINETS, PLUMBING FIXTURES, ELECTRIC PANELS AND SIMILAR ITEMS, IN COMPLIANCE WITH REQUIREMENTS OF APPLICABLE CODES. COORDINATE CONSTRUCTION OF FIRE-RATED ASSEMBLIES WITH DESIGNATED DESIGN NUMBER.
5. ASSUREMENT FOR FIRE RATED WALLS AND COLUMNS SHALL EXTEND FROM STRUCTURAL FLOOR TO UNDERSIDE OF FLOOR DECK OR ROOF ABOVE, UNLESS SPECIFICALLY NOTED OTHERWISE. ALL OPENINGS AND JOINTS SHALL BE PROTECTED AS REQUIRED BY CODE.
6. ACOUSTIC PARTITIONS ARE TO BE CONSTRUCTED IN ACCORDANCE WITH THE REQUIREMENTS OF TESTING AGENCIES. PROVIDE TO SPECIFIC TEST FORMS FOR REQUIRED COMPONENTS AND ASSEMBLY. PROVIDE TO 07 20.2. ACOUSTIC PARTITION HAND WALL PERIMETER & OPENINGS AT BASE OF WALL. INSTALL STUD RUNNER WITH ACOUSTIC FOAM TAPE WHERE DESIGNED BY ASSEMBLY.
7. COMPLETELY SEAL AROUND PENETRATIONS THROUGH ACOUSTICAL WALLS. FILL DEPTH OF GAPS AROUND CUT-OUTS FOR ELECTRICAL BOXES, PIPES AND PLUMBING, AND OTHER PENETRATIONS. GYPSUM BOARD BY ONE STUD RUNNER. PROVIDE INSULATION BETWEEN THE CONVEYED GAPS OF FINISH MATERIALS (WITHIN THE STUD OR JOIST CAVITY) AND PIPES, PLUMBING, THE BACK OF BOXES, OR OTHER RECESSED FIXTURES.
8. ALL OTHER PARTITIONS ARE TO BE CONSTRUCTED IN ACCORDANCE WITH THE REQUIREMENTS OF THE SPECIFIC PARTITIONS MFR AND INDUSTRY STANDARDS.
9. RATED WALL CONTINUES THROUGH INTERIORS WITH NON-RATED WALL. TYPE 2 SEE STRUCTURAL DRAWINGS FOR STUD SPACING.
10. COORDINATE WITH STRUCTURAL DRAWINGS FOR PROVIDE SHEARWALL SHEATHING. PROVIDE IN ADDITION TO COMPONENTS INDICATED ON WALL TYPE DETAILS AS REQUIRED.
11. PROVIDE FLOOR SLAB OR JOIST OR CONCRETE. PROVIDE INSULATION BETWEEN THE CONVEYED GAPS OF THE LARGER STUD TYPE OR FURLING SHALL BE PROVIDED AND SHALL EXTEND THE FULL SURFACE OF THE WALL LENGTH AND HEIGHT WHERE THE FURNING OCCURS.
12. PROVIDE ALL NECESSARY ANCHORAGE BOLTING, BACKING AND FRAMING FOR HANDRAILS, DOOR THRESHOLDS, ELECTRO-MAGNETIC LOCKS, CASEWORK, HANGING MIRRORS, WALL MOUNTED EQUIPMENT AND ALL OTHER ITEMS AS REQUIRED FOR COMPLETE INSTALLATION.
13. FINISH AND FINISH FINISHES FOR MECHANICAL AND ELECTRICAL SYSTEMS AS REQUIRED BY MECHANICAL/ELECTRICAL CONDITIONS.
14. AT ALL TOILET ROOMS AND SHOWER ROOMS, SUBSTITUTE FACE LAYER GYP BOARD (1) LAYER WATER RESISTANT GYP BOARD.
15. PROVIDE WALL INTERSECTIONS AS A "CALIFORNIA CORNER" WITH FLAT FLIGHTING TO MAXIMIZE THERMAL AND ACOUSTIC PERFORMANCE.
16. SEE SECTION 07 40 00 FIRESTOPPING FOR FIRE STOPPING AND FIRE JOINT SYSTEM SCHEDULE. CALL OUT PER EACH CASE.
17. WHERE ASSEMBLY TYPE UTILIZES ADDITIONAL LAYERS (GWB, RESILIENT CHAMFER, INSULATION, ETC) BEYOND REFERENCED STANDARD, BUILD ASSEMBLY TO MEET STANDARD PLUS ADDITIONAL LAYER AS OUTLINED HEREIN.
18. COMPLY WITH STRUCTURAL DEPTH AND SPACING; INCREASED DEPTH IS ACCEPTABLE PER GENERAL EXCEPTED NOTES 1.5 OF GA FIRE RESISTANCE DESIGN MANUAL.
19. PROVIDE FIRE STOPPING PER CODE.

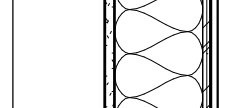
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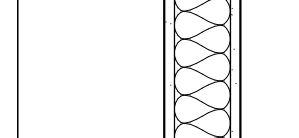
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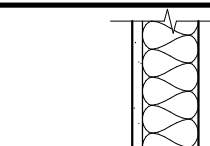


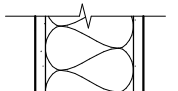
## EXTERIOR ASSEMBLIES

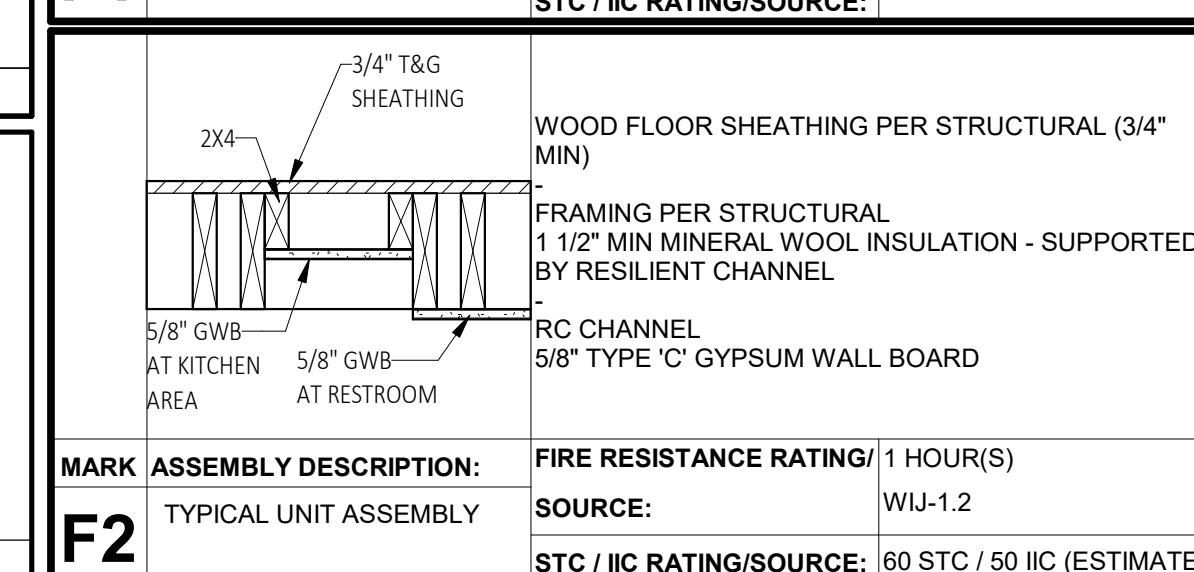
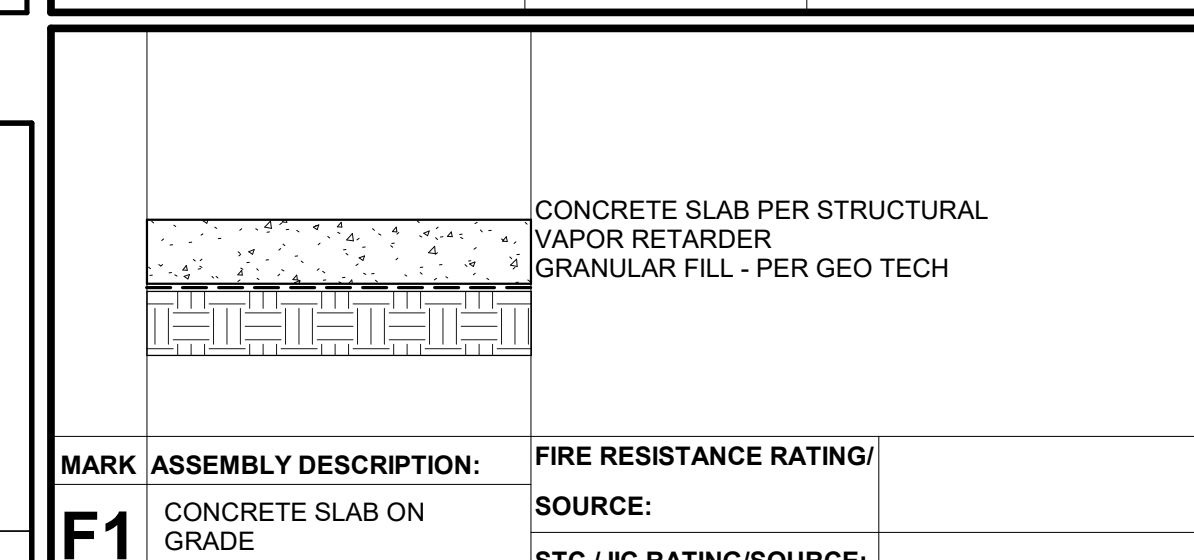
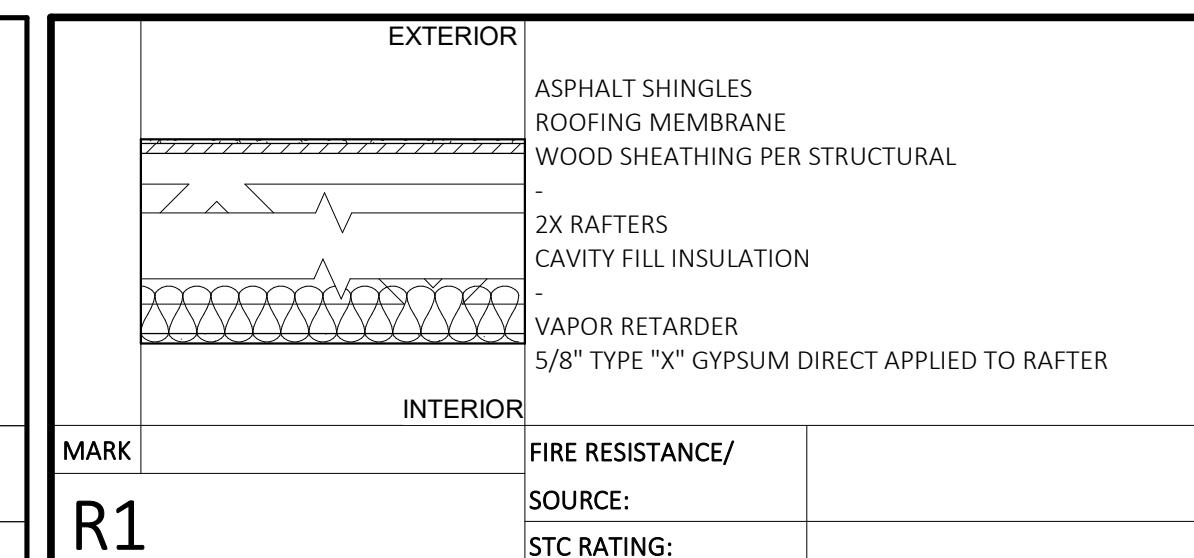
	<p>7/16" FIBER CEMENT LAP SIDING; 4" REVEAL WEATHER RESISTIVE BARRIER PLY WD SHEATHING</p> <p>2X6 DIMENSIONAL LUMBER ACOUSTIC BATT INSULATION</p> <p>VAPOR RETARDER 5/8" TYPE 'X' GYPSUM WALLBOARD</p>	
<p><b>MARK</b></p>	<p><b>FIRE RESISTANCE/</b></p>	<p><b>1 HOUR(S)</b></p>
<p><b>6-E1</b></p>	<p><b>SOURCE:</b></p>	<p><b>U326</b></p>
	<p><b>STC RATING:</b></p>	

## INTERIOR ASSEMBLIES

	<p>5/8" TYPE 'X' GYPSUM WALLBOARD</p> <p>2X4 DIMENSIONAL LUMBER ACOUSTIC BATT INSULATION</p> <p>5/8" TYPE 'X' GYPSUM WALLBOARD</p>					
	<table border="1"> <tr> <td><b>FIRE RESISTANCE/</b></td> <td>1 HOUR(S)</td> </tr> <tr> <td><b>SOURCE:</b></td> <td>GA WP 3514</td> </tr> <tr> <td><b>STC RATING:</b></td> <td>35-39</td> </tr> </table>	<b>FIRE RESISTANCE/</b>	1 HOUR(S)	<b>SOURCE:</b>	GA WP 3514	<b>STC RATING:</b>
<b>FIRE RESISTANCE/</b>	1 HOUR(S)					
<b>SOURCE:</b>	GA WP 3514					
<b>STC RATING:</b>	35-39					

<div>MARK</div> <div>6-05</div>		<div>5/8" TYPE "X" GYPSUM WALLBOARD</div> <div>-</div> <div>2X4 DIMENSIONAL LUMBER</div> <div>ACOUSTIC BATT INSULATION</div>	
	<div>FIRE RESISTANCE/</div> <div>SOURCE:</div> <div>STC RATING:</div>		

			STC RATING:	
			5/8" TYPE "X" GYPSUM WALLBOARD  2x6 DIMENSIONAL LUMBER ACOUSTIC BATT INSULATION - 5/8" TYPE "X" GYPSUM WALLBOARD	
MARK		FIRE RESISTANCE/ SOURCE:	1 HOUR(S) GA WP 3660	
6-11		STC RATING:		

BESTCARE CLUSTER  
HOUSING - PRINEVILLE

CLIENT:  
BESTCARE TREATMENT SERVICES

PROJECT ADDRESS:  
996 NW MADRAS HWY  
PRINEVILLE OR 97754

APPROVED FOR	DATE	BY
LANDUSE APPLICATION	04.05.2024	Approved

[illegible]

PROJECT NO: 2332.BCC  
DRAWN BY: MD  
CHECKED BY: Checker  
© PINNACLE ARCHITECTURE, INC. 2024 ORIGINAL SHEET SIZE: 30"x42"

FLOOR PLAN, RCP AND ROOF  
PLAN

A1.10B





pinnacle  
architecture, inc.

"ENHANCING LIVES AND COMMUNITIES"

1001 SW DISK DRIVE, SUITE 105  
BEND OR 97702  
541.388.9897  
[WWW.PINNACLEARCHITECTURE.COM](http://WWW.PINNACLEARCHITECTURE.COM)



BESTCARE CLUSTER  
HOUSING - PRINEVILLE  
CLIENT:  
BESTCARE TREATMENT SERVICES

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[illegible]

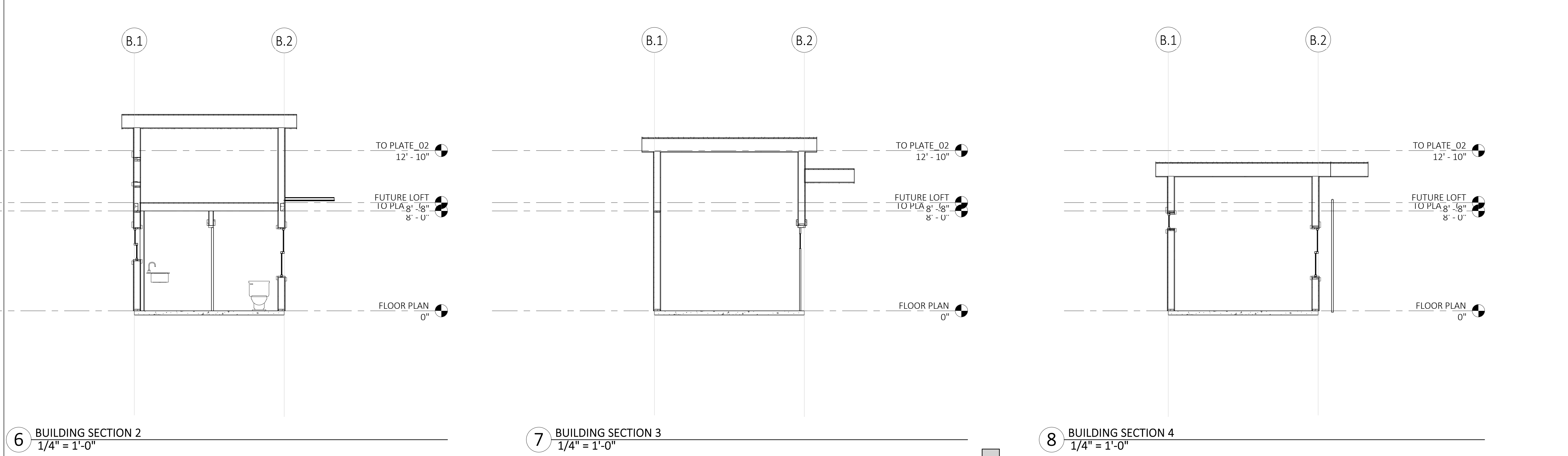
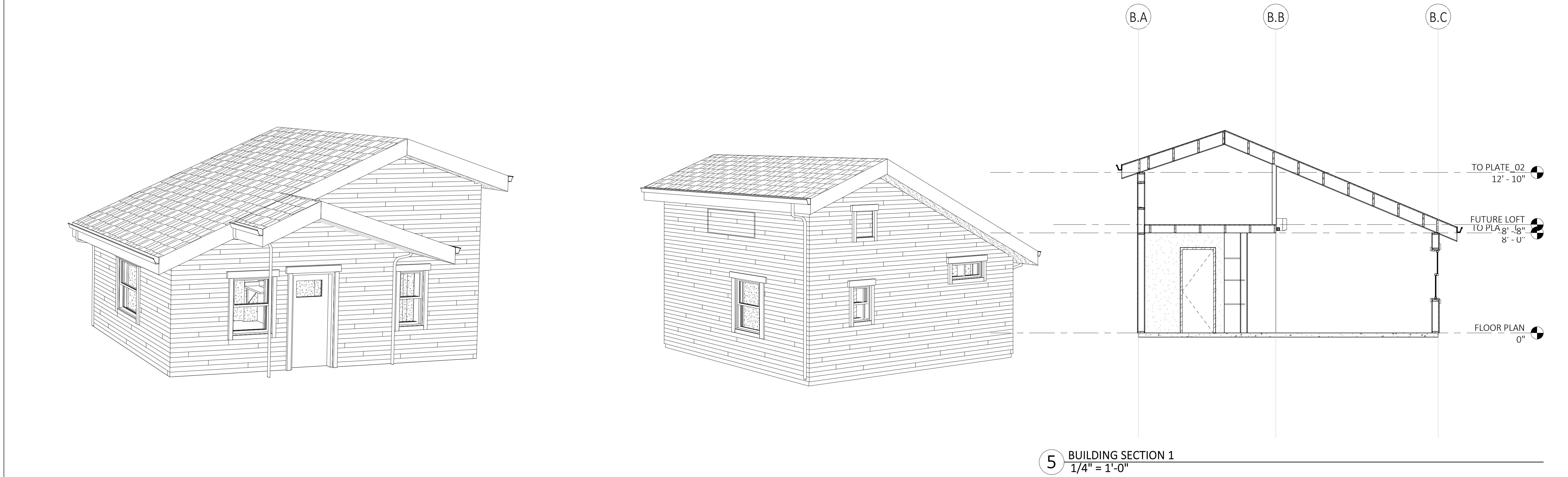
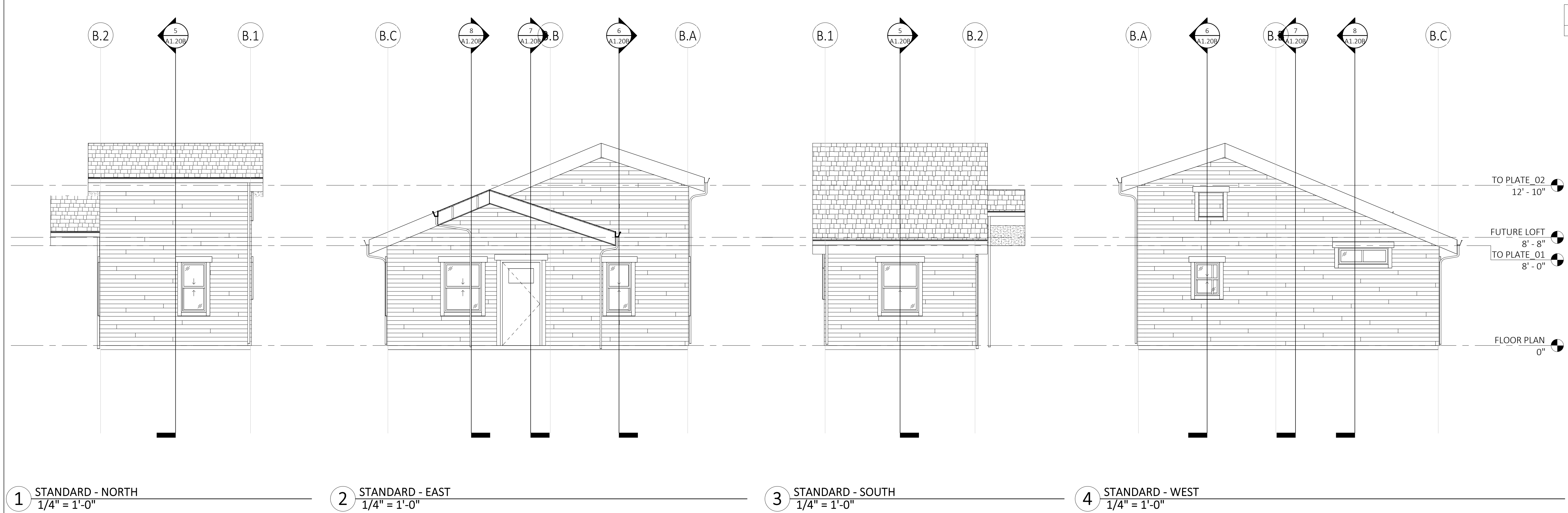
PROJECT NO: 2332.BCC  
DRAWN BY: Author  
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© PINNACLE ARCHITECTURE, INC. 2024 ORIGINAL SHEET SIZE: 30"x42"

## EXTERIOR ELEVATIONS AND BUILDING SECTIONS

A1.20B

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4/3/2024 4:49:00 PM



## **City Manager Update to Council**

**July 22, 2025**

### **Public Safety / Dispatch**

PD has a couple of lateral candidates in the background process, and if all goes well, this could mean that they will be fully staffed.

Dispatch has two candidates in the process, with one in background.

Katie reports that dispatch calls were significant during the fire event that broke out Saturday evening up Juniper Canyon. Her team successfully handled hundreds of phone/radio calls with multiple agencies as well as residents. Nice work team!

### **Public Works**

The Combs Flat Road extension grand opening and ribbon cutting were a success. Special recognition was expressed to Representative Vikki Breese Iverson, who helped secure the funds for the city to complete this transportation project ahead of schedule. Stakeholders were able to share their experiences through the completion of the project, and how the collaboration across the board with the many stakeholders resulted in the largest transportation project in Prineville history being completed. The exceptional coordination enabled the project to save millions while improving on efficiencies and safety.

### **Railroad**

The Railroad is still extremely busy and will be providing an update at a future Council meeting.

### **Meadow Lakes Golf**

Meadow Lakes closed June with strong numbers, keeping in line with prior months' trends. The OGA Junior tournaments just wrapped up with great participation. There were over 100 kids on the course on both days.

### **Airport**

The airport has been very busy with the Juniper Canyon wildfire and the Jefferson County wildfire. There is no slowing of air equipment in and out of the airport at the moment.

### **Planning**

New residential activity has slowed some; however, there will be a couple of new residential lots becoming available.

**Human Resources – No Update**

**Information Technology – No Update**

### **Finance**

The auditors have virtually started the preliminary audit process for FY 2024, and the finance team is busy getting everything they are requesting. This should be completed by sometime in December.

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

**City Legal – No Update**

**EDCO – No Update**

**Public Relations – No Update**

**Mayor/Council**

Reminder - that the annual League of Oregon Cities fall conference registration has opened as of July 15th and will be held in Portland this year.

**Economic Development and Strategic**

Caroline remains active in seeking out grant money.

**Other**



## STAFF REPORT

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**MEETING DATE:** 7/22/2025

**PREPARED BY:** Casey Kaiser

**SECTION:** Resolutions

**DEPARTMENT:** Public Works

**CITY GOAL:** Quality Municipal Services & Programs

**SUBJECT:** Resolution 1628 Authorizing an amendment to existing Traffic Signal Maintenance Agreement with ODOT

---

### REASON FOR CONSIDERATION:

The original agreement with ODOT for signal maintenance within the City expires June 30<sup>th</sup>, 2025. The proposed Amendment No. 01 (effective June 30, 2025) extends the agreement's term to June 30, 2027, and updates contact information necessary due to staff changes. It also sets the stage for a future agreement using a new statewide signal maintenance agreement template anticipated within the next two years.

### BACKGROUND:

The original agreement between the Oregon Department of Transportation (ODOT) and the City of Prineville outlines how the parties share responsibilities for maintaining certain traffic signal systems within Prineville. This agreement was signed in 2019.

Under the Original Agreement the City responsibilities include paying 100% of electricity for city-owned signal systems and paying 50% of electricity for state-owned signal systems. The City also is responsible for paying 100% of maintenance, timing adjustment, inspection, and emergency repair costs for City owned systems.

ODOT is responsible for performing all signal maintenance, timing adjustments, emergency repairs, and inspections on both City and State-owned systems. ODOT is also responsible for invoicing the City for work on City owned signals and 50% of power costs for State-owned signals. ODOT retains authority over signal timing and adjustments for the state highways within the City.

**FISCAL IMPACT:** The proposed agreement amendment is not anticipated to result in any increased costs to the City

### RECOMMENDATION:

Staff recommends approving Resolution 1628 authorizing the proposed amendment 01 to the Signal Maintenance Agreement with ODOT.

### ATTACHMENT(S):

Resolution 1628, Original Agreement, Proposed Amendment

**RESOLUTION NO. 1628  
CITY OF PRINEVILLE, OREGON**

**A RESOLUTION APPROVING AN AMENDMENT FOR TRAFFIC SIGNAL  
MAINTENANCE AGREEMENT WITH THE STATE OF OREGON DEPARTMENT OF  
TRANSPORTATION**

**Whereas**, the City of Prineville (“City”) and the State of Oregon, acting by and through its Department of Transportation (“ODOT”) were parties to an Interchange Signal Maintenance Agreement (“Agreement”) on August 8, 2019.

**Whereas**, the Agreement expired on June 30, 2025 and the City and ODOT wish to extend the Agreement for another two years.

**Whereas**, City and ODOT have negotiated an Amendment to the Agreement.

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

**Now, Therefore**, the City of Prineville resolves that the Amendment 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 July, 2025.

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

ATTEST:

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



**AMENDMENT NUMBER 01  
TRAFFIC SIGNAL MAINTENANCE AGREEMENT  
City of Prineville**

This is Amendment No. 01 to the Agreement No. MCA033441 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," entered into on 8 August, 2019.

This Agreement is now identified as Agreement No. 73000-00048395. All terms remained unchanged, except as amended herein.

It has now been determined by State and Agency that the Agreement referenced above shall be reinstated to extend the expiration date and assign the Agreement a new agreement number in the Oregon Buys system.

New language is indicated by underling and italics and deleted language is indicated by strikethrough.

1. **Effective Date.** Upon signature by all Parties and acquisition of all approvals required by law, this Amendment is effective as of June 30, 2025.

2. **Amendment to Agreement.**

a). **TERMS OF AGREEMENT, Paragraph 5, page 2 shall be amended to read as follows:**

5. This Agreement shall become effective on the date that all required signatures are obtained and shall terminate on June 30, ~~2025~~ 2027 unless extended by a fully executed Amendment to this Agreement. Any pre-existing maintenance and electrical energy responsibilities shall survive termination of this Agreement.

b). **Insert new RECITALS, Paragraphs 5 and 6, to read as follows:**

5. State anticipates the introduction of an updated Traffic Signal Maintenance agreement template within the next (2) years. Until said updated Traffic Signal Maintenance agreement template becomes available the Parties wish to extend the existing Agreement by two (2) years.
6. Parties intend that when the updated Traffic Signal Maintenance agreement template becomes available, to enter into a new agreement and which time this Agreement will be terminated.

c). **AGENCY OBLIGATIONS, Paragraph 15, page 3, shall be amended to read as follows:**

15. Agency's project manager for this Project is ~~Scott Smith Maintenance/Street Lighting Manager~~ Casey Kaiser – Public Works Director, 1233 NW Lamonta Rd, Prineville, OR 97058, (541) ~~883-5397~~ 447-8338, ~~ssmith@cityofPrineville~~ ckaiser@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.

d). **STATE OBLIGATIONS, Paragraph 6, shall be deleted in its entirety and shall be identified as Reserved.**

d). **STATE OBLIGATIONS, Paragraph 7, shall be amended to read as follows:**

7. State's ~~secondary~~ contact for this Agreement is the David Hirsch – Region Traffic Operations Engineer, ~~4670~~, Bldg K, 673055 N Highway 97, Bend, Oregon 97703, (541) ~~388-6472~~ 604-4977, [david.hirsch@odot.state.or.us](mailto:david.hirsch@odot.state.or.us) david.hirsch@odot.oregon.state, 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.

3. **Counterparts.** This Amendment may be executed in two or more counterparts (by facsimile or otherwise) each of which is an original and all of which when taken together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

4. **Original Agreement.** Except as expressly amended above, all other terms and conditions of the original Agreement are still in full force and effect. Agency certifies that the representations, warranties and certifications in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

5. **Electronic Signatures.** The Parties agree that signatures showing on PDF documents, including but not limited to PDF copies of the Agreement and amendments, submitted or exchanged via email are "Electronic Signatures" under ORS Chapter 84 and bind the signing Party and are intended to be and can be relied upon by the Parties. State reserves the right at any time to require the submission of the hard copy originals of any documents.

**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.

**CITY OF PRINEVILLE**, by and through  
its elected officials

By \_\_\_\_\_  
Mayor

Date \_\_\_\_\_

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

By \_\_\_\_\_  
Agency Counsel

Date \_\_\_\_\_

**Agency Contact:**

Casey Kaiser – Public Works Director  
1215 W 1<sup>st</sup> Street  
Prineville, OR 97058  
(541) 447-8838  
[ckaiser@cityofprineville.com](mailto:ckaiser@cityofprineville.com)

**State Contact:**

David Hirsch – Region Traffic  
Operations Engineer  
63055 N Highway 97, Bldg K  
Bend, OR 97703  
(541) 604-4977  
[david.hirsch@odot.oregon.gov](mailto:david.hirsch@odot.oregon.gov)

**STATE OF OREGON**, by and through  
its Department of Transportation

By \_\_\_\_\_  
Mark Barrett Region 4 Traffic Design and  
Ops Manager per R4M-02-06

Date \_\_\_\_\_

**APPROVED AS TO LEGAL  
SUFFICIENCY**

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

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

**INTERCHANGE SIGNAL MAINTENANCE AGREEMENT  
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" or "ODOT;" 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. The traffic signals listed in Exhibit A, are part of the city street system under the jurisdiction and control of Agency
2. By the authority granted in Oregon Revised Statute (ORS) 190.110, 366.572 and 366.576, State may enter into cooperative agreements with counties, cities and units of local governments for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.
3. By the authority granted in ORS 810.210, State is authorized to determine the character or type of traffic control devices to be used, and to place or erect them upon state highways at places where State deems necessary for the safe and expeditious control of traffic. No traffic control devices shall be erected, maintained, or operated upon any state highway by any authority other than State, except with its written approval. Traffic signal work on this Project will conform to the current State standards and specifications.
4. State and Agency have determined that it is both to their mutual benefit and to the general public's benefit if they jointly utilize State and Agency maintenance resources.

**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. This Agreement shall supersede any existing traffic signal agreements between State and Agency if any there be.
2. Under such authority, State and Agency enter into this Agreement to identify the maintenance, timing adjustments, inspection, emergency repair, and electrical energy responsibilities for Signal Systems covered by this Agreement. "Signal Systems" means: signals; illumination connected to signals; detection and preemption devices, including video detection devices and illumination connected to them; flashers, interconnects, and all controls systems and required for the enumerated equipment. The Signal Systems covered by this Agreement are shown in the list marked Exhibit A, attached hereto and by this reference made a part of

this Agreement. The scope of the work performed under this Agreement is limited to maintenance activities and does not include alteration, upgrade, or construction of sidewalks or curb ramps, or installation of pedestrian activated signals.

3. The total cost of the maintenance, timing adjustments and inspections shall not exceed \$5,000 per Agency owned Signal System, per calendar year. The estimated total cost amount for all signals during the term of this Agreement is \$25,000. Said cost is subject to review for inflation, and any changes shall be made by an amendment to this Agreement, signed by both Parties. All costs in excess of the estimate shall be the responsibility of Agency.
4. Maintenance costs do not include repairs performed on an emergency basis. The cost of emergency repairs will depend on the actual cost of the repairs and State shall invoice Agency for these repairs on Agency owned Signal Systems.
5. This Agreement shall become effective on the date that all required signatures are obtained and shall terminate on June 30, 2025 unless extended by a fully executed Amendment to this Agreement. Any pre-existing maintenance and electrical energy responsibilities shall survive termination of this Agreement.

#### **AGENCY OBLIGATIONS**

1. Agency shall pay 100 percent of the electrical energy costs associated with Agency owned Signal Systems. Agency shall have the power company send bills directly to Agency.
2. Agency shall pay 50 percent of the electrical energy costs associated with State owned Signal Systems identified in Exhibit A.
3. Agency shall maintain the asphaltic concrete pavement surrounding the vehicle detector loops installed in the city streets in such a manner as to provide adequate protection for said detector loops.
4. Agency shall be responsible for locating all utilities in connection with the Signal Systems covered by this Agreement.
5. In cases where Agency modifies timing to add railroad or emergency vehicle preemption, bus priority, or other changes that affect vehicle or pedestrian clearances, or operation of the interstate ramps, such modifications shall be reported to State's Region Traffic Engineer. State shall retain the right of review of the traffic signal timing for signals on state highways and shall reserve the right to request adjustments when needed. All modifications shall follow guidelines set forth in the current Manual on Uniform Traffic Control Devices, and the current State Traffic Signal Policy and Guidelines.
6. In cases where an Agency construction project will impact the timing at Signal Systems covered by this Agreement, the Agency shall contact one of State's

contacts listed in this contract prior to the beginning of construction.

7. Agency shall include one or both of State's contacts listed in this contract in plan development on projects that include signal work or work that may impact the Signal Systems covered by this Agreement.
8. Agency grants State the right to enter onto Agency right of way for the performance of duties as set forth in this Agreement.
9. Agency shall pay one-hundred (100) percent of the maintenance and timing adjustment costs associated with the Agency owned Signal Systems covered by this Agreement.
10. Agency shall pay one-hundred (100) percent of the emergency repair costs associated with the Agency owned Signal Systems covered by this Agreement.
11. Agency shall pay one-hundred (100) percent of the annual inspection costs associated with the Agency owned Signal Systems covered by this Agreement.
12. Agency shall cooperate with State to extract the signal programming from the Signal Systems covered by this Agreement.
13. Agency shall, upon receipt of invoice from State for maintenance, emergency repairs or annual inspection costs associated with Agency owned Signal Systems, reimburse State for one-hundred (100) percent of said costs and 50 percent of the electrical energy costs associated with State owned Signal Systems covered by this agreement. Agency shall remit payment within forty-five (45) days.
14. All employers, including Agency, that employ subject workers who work under this Agreement 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](#). Employers Liability insurance with coverage limits of not less than \$500,000 must be included. Agency shall ensure that each of its contractors complies with these requirements.
15. Agency acknowledges and agrees that State, the Secretary of State's Office of the State of Oregon, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after completion of Project. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.
16. Agency's Project Manager for this Project is Scott Smith, Maintenance/Street Lighting Manager, 541-883-5397, [ssmith@cityofprineville.com](mailto: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 submit billings to Agency for 50% of the percent of the electrical energy costs associated with State owned Signal Systems and work performed under this Agreement for the Signal Systems listed on Exhibit A.
2. State shall perform all necessary maintenance, signal timing adjustments, and emergency repairs of Signal Systems listed on Exhibit A.
3. State shall prioritize Agency requests for maintenance or repair based on resource availability and the State's Operational Notice MG-144.02 (Traffic Signal Maintenance Priority) attached hereto, marked Exhibit B, and by this reference made a part hereof.
4. State shall coordinate the operational inspections of each Signal System with Agency. State shall work cooperatively with Agency on the extraction of the signal programming from the Signal Systems as requested by Agency.
5. State shall retain the right to review, at its discretion, the Signal System timing and to make timing adjustments when needed.
6. State's primary contact for this Project is the Miranda Wells - Traffic Operations Engineer, 4670, Bldg K, 63055 N highway 97, Bend, Oregon 97703, (541) 388-6309, [Miranda.wells@odot.state.or.us](mailto:Miranda.wells@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.
7. State's secondary contact for this Agreement is the David Hirsch – Region Traffic Operations Engineer, 4670, Bldg K, 63055 N Highway 97, Bend, Oregon 97703, (541) 388-6472, [david.hirsch@odot.state.or.us](mailto:david.hirsch@odot.state.or.us), or assigned designee upon individual's absence. State shall notify Agency in writing if any contact information changes during the term of this Agreement.
8. **Americans with Disabilities Act Compliance:**
  - a. The Parties agree that all work performed by either Party under this Agreement ("Work") shall comply with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, "ADA").
  - b. Scope of Work:
    - i. The scope of the Work performed under this Agreement is limited to maintenance activities and shall not include alteration, upgrade, or construction of sidewalks or curb ramps, or installation of pedestrian activated signals.
    - ii. If Work to be performed by either Party includes an alteration under

the ADA as set forth in ODOT Maintenance Operational Notices MG 144-03 or MG100-107 ("Alteration"), and thereby triggers additional modifications to the facility in order to comply with the ADA ("ADA Modifications"), and if the ADA Modifications cannot reasonably be included in the Work, then the Work falls outside the scope of this Agreement. The Parties may enter into a separate agreement for performance of such work and ADA Modifications. Whether specific Work may include an Alteration shall be determined by the Party responsible for performing the Work.

- c. For Work performed by ODOT under this Agreement, the Parties shall:
  - i. Utilize ODOT standards, including but not limited to ODOT Maintenance Operational Notices MG 100-107 ("MG 100-107"), MG144-03 ("MG144-03"), and MG Activities-2 ("MG Activities-2"), to ensure that the Work complies with the ADA, and,
  - ii. Follow ODOT's processes for modification or upgrade of pedestrian-activated signals and performance of any ADA Modification, including but not limited to MG 144-03 and MG 100-107.
- d. Agency reaffirms its commitment to provide an accessible ADA-compliant transportation system and ensure that any feature or part of a feature that was addressed as part of the Work ("Feature"), including ADA Modifications, that falls under Agency's jurisdiction, is maintained in compliance with the ADA throughout the useful life of the Feature. 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 alterations during the useful life of the Feature 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.
- e. Maintenance obligations in Subsection d above shall survive termination of this Agreement.



- f. ODOT Maintenance Operational Notices MG 100-107, MG144-03, MG Activities-2, and the OTTCH are incorporated herein by reference.
  - i. The OTTCH is available at  
<http://www.oregon.gov/ODOT/Engineering/Pages/OTTCH.aspx>  
Copies of MG 100-107, MG144-03, and MG Activities-2 are available for inspection at the ODOT District 11 Office located at District 11 Administration, 2557 Altamont Drive, Klamath Falls, OR 97603-5701 during regular business hours, or at the following locations online:
    - MG 100-107:  
[https://www.oregon.gov/ODOT/Engineering/DOCS\\_ADA/MG100-107\\_w-diagram.pdf](https://www.oregon.gov/ODOT/Engineering/DOCS_ADA/MG100-107_w-diagram.pdf)
    - MG 144-03:  
[https://www.oregon.gov/ODOT/Engineering/DOCS\\_ADA/MG144-03.pdf](https://www.oregon.gov/ODOT/Engineering/DOCS_ADA/MG144-03.pdf)
    - MG Activities-2:  
[https://www.oregon.gov/ODOT/Engineering/Doc\\_TechnicalGuidance/MG-Activities-2.pdf](https://www.oregon.gov/ODOT/Engineering/Doc_TechnicalGuidance/MG-Activities-2.pdf)
  - ii. All references to MG 100-107, MG144-03, and MG Activities-2 in this Section refer to the version of the policy in place at the time the Services are performed.

## 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 Agency fails to provide payment of its share of the cost of the Agreement.
  - d. 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.

- e. 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. Agency may terminate this Agreement effective upon delivery of written notice to State, or at such later date as may be established by Agency, under any of the following conditions:
  - a. If State fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
  - b. If State fails to provide payment of its share of the cost of the Agreement.
  - c. If Agency fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow Agency, 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 Agency is prohibited from paying for such work from the planned funding source.
4. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the parties prior to termination.
5. Both Parties 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, Both Parties 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.
6. 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.

7. With respect to a Third Party Claim for which the 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.
8. 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.
9. 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.
10. 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.
11. 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.

**CITY OF PRINEVILLE**, by and through its  
elected officials

By \_\_\_\_\_  
Mayor

Date AUG 13, 2019

**APPROVED AS TO LEGAL  
SUFFICIENCY**

By N/A

Date \_\_\_\_\_

**Agency Contact**

Scott Smith  
City of Prineville  
Maintenance/Street Lighting Manager  
Office: 541-883-5397  
Fax: 541-851-2464  
ssmith@cityofprineville.com

**STATE OF OREGON**, by and through  
its Department of Transportation

By \_\_\_\_\_  
Region 4 Manager Gary Farnsworth

Date 8/20/19

**APPROVAL RECOMMENDED**

By \_\_\_\_\_  
State Traffic Engineer

Date 8/20/19

**APPROVED AS TO LEGAL  
SUFFICIENCY**

By Rachel Bertoni via email  
Assistant Attorney General

Date August 1, 2019

**State Contact**

Miranda Wells - Traffic Operations  
Engineer, 63055 N Highway 97, Bldg K  
Bend, Oregon 97703  
(541) 388-  
6309miranda.wells@odot.state.or.us

## EXHIBIT A

Agency owned Signal Systems in the table below are part of the city street system and under the jurisdiction and control of the Agency:

<b>Agency owned Signal System(s):</b>	
<b>TSSU Number</b>	<b>Location</b>
10048	Main at 10th

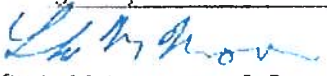
State owned signal systems listed in the table below are part of the State Highway System and under the jurisdiction and control of the State:

<b>State owned Signal System(s):</b>	
<b>TSSU Number</b>	<b>Location</b>
10030	3 <sup>rd</sup> at Main Street
10031	3 <sup>rd</sup> at Deer Street
10032	3 <sup>rd</sup> at Elm Street
10099	3 <sup>rd</sup> at Harwood Street

**EXHIBIT B**



**Highway Division  
Maintenance Leadership Team  
Operational Notice**

Number	Supersedes	Effective Date	Cancellation Date
MG-144-02	New	March 1, 2015	Until further notice
Subject	Issuing Body		
Traffic Signal Maintenance Priority	 State Maintenance & Operations Engineer		

**PURPOSE:**

Guidelines and considerations for use in prioritization of response to Traffic Signal maintenance requests.

**BACKGROUND:**

Documentation of expected Traffic Signal Maintenance priority to communicate expected requirements with our own staff, Local agency agreements and to outline expectations for expected response to Traffic Signal Maintenance calls. Traffic Signal Priority issues also come up as multiple calls for the limited staff arrive, possible on call support needed, and perspective for maintenance urgency.

**PROCESS:**

**Call-Out Level A:**

An emergency response effort with potential life safety issues, the maintenance crew arriving on-scene and repairing within a few hours as resources allow, including weekends and holiday.

Examples include.

- Damaged cabinet, poles or equipment in danger of falling
- Exposed wiring posing a perceived danger
- Twisted or conflicting primary signal indications facing the same approach
- Stuck signal indications
- Low hanging signals or electrical equipment
- Upraised Hand (don't walk) pedestrian signal indication burned out indications in an actuated environment.
- Detection failures for such movements as pedestrian, left-turn, and cross street signals
- Open controller cabinet or service pedestal

Highway Division  
Notice MG-144-02

## EXHIBIT B – continued

- Railroad or bridge pre-emption failure
- Signal off
- Power out (prior to responding first verify status and conditions with power company and advise local law enforcement.)
- Traffic signal in "conflict" red flashing operation (respond before next peak hour)
- School Speed limit beacons (before next normal school day operation)
- Rectangular Rapid Flash Pedestrian Beacon out of service

### Call out Level B:

Immediate response efforts, same work day or next workday response needs to be directed toward:

- Red or Yellow signal indication burned out
- School warning beacons out of service
- Accessible Pedestrian signal tone failures
- Emergency vehicle pre-emption failure (notification of emergency services or repair)
- Supplemental regulatory beacons out of service
- Supplemental warning beacons out of service
- Supplemental intersection beacons out of service
- Upraised Hand (don't walk) or walk pedestrian signal indication burned out in a non-actuated environment
- Ramp metering signals out of service
- Lane control signals out of service

### Call out Level C:

One work week , scheduled response efforts depending on severity:

- Burned out Green or Walking person (Walk) indications
- Damaged visors
- Broken lens
- Flickering LED units
- Missing visors or backplates
- Transit priority out of service
- Stuck pedestrian pushbutton
- Trimming of trees to improve visibility of signals
- Timing coordination failures
- Supplemental in-roadway lighting



## EXHIBIT B – continued

### Call out Level D:

Maintenance response efforts to accomplish during next scheduled maintenance visit

- Calls for timing changes
- Annual inspections
- Firmware updates

Regardless of the Maintenance call issues the following IMSA seven step process is critical to a safe operation and to avoid recurring or return maintenance calls: Step 8 was added to keep the TOC informed.

Step 1: Observe intersection Operation

Step 2: Identify the problem or problems

Step 3: Determine the general areas that could create the observed symptoms

Step 4: Isolate the cause

Step 5: Test to determine which device is causing the problem

Step 6: Correct the problem

Step 7: Observe the signal operation to insure all problems have been corrected.

Step 8: Call the TOC to give a Status update

It is critical to remember that, no matter how many critical trouble calls are stacked up waiting for the technician to arrive, the complete checking and securing of the signal before the technician leaves the intersection is the top priority.

### Other Considerations:

The timelines stated in the call out levels above are to be considered as general timelines.

There are many factors that may also impact the ability to perform repairs within the general timelines. These include: large scale emergencies, budget, staffing, material shortages, and availability of contractor resources, road and weather conditions or the need to respond to other highway priority safety issues.

When reviewing individual situations, maintenance managers should consider whether other interim measures are beneficial.

**RESOLUTION 1629**  
**CITY OF PRINEVILLE, OREGON**

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

**Whereas**, the City of Prineville (“City”) and the State of Oregon, acting by and through its Department of Transportation (“ODOT”) have negotiated an agreement designated by ODOT as Miscellaneous Contracts and Agreements No. 35748 (“Agreement”).

**Whereas**, ODOT has agreed to provide funding to purchase services to provide public transportation to seniors and individuals with disabilities, and the general public, in and around the City of Prineville, and to support the administrative costs required to manage the service contract (collectively “Services”).

**Whereas**, the term of the Agreement shall be from July 1, 2025 to June 30, 2027.

**Whereas**, ODOT has agreed to provide City an amount not to exceed \$186,387.00 for the Services, which are estimated to be \$207,720.00.

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

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

Approved by the City Council this \_\_\_\_ day of July, 2025.

\_\_\_\_\_  
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, 2025** 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 after **July 1, 2025** and on or before **June 30, 2027** (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 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"), as modified by Court Order in California v. U.S. Dep't of Transp., No. 1:25 cv 208 (D.R.I. May 13, 2025), ECF No. 57, enjoining the imposition of the condition that: "Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law." *Per the Court's Order, this injunction is applicable to the State, including any subdivision or instrumentality thereof.***

**Exhibit E: Information required by 2 CFR 200.332(b), 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 **\$207,720.00** ("Project Costs"). In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$186,387.00** (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.oregon.gov](mailto:ODOTPTDReporting@odot.oregon.gov). 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.oregon.gov](mailto:ODOTPTDReporting@odot.oregon.gov). 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 (including, without limitation, federal funding from the Federal Transit Administration), 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 Unexpended 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; (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; and, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.

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

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

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

- a. **Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall require that each of its subrecipients and subcontractors complies with these requirements. State, the Secretary of State of the State of Oregon (Secretary), the United States Department of Transportation (USDOT), the Federal Transit Administration (FTA) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, State, the Secretary, USDOT, FTA and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of State, the Secretary, USDOT and FTA to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.
- b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, including, without limitation, records relating to capital assets funded by this Agreement, the Grant Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Expiration Date. If there are unresolved audit questions at the end of the six-year period, Recipient shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by State under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in

sufficient detail to permit State to verify how the Grant Funds were expended.

d. **Audit Requirements.**

- i. If Recipient expends \$1,000,000 or more in federal awards during the Recipient's fiscal year, the Recipient must have a single or program-specific audit conducted for that year in accordance with the provisions of 2 CFR Part 200, Subpart F (Audit Requirements). Recipient, if subject to this requirement, shall at Recipient's own expense submit to State, Public Transportation Division, 355 Capitol St NE, MS43, Salem, Oregon, 97301-4179 or to [ODOTPTDReporting@odot.oregon.gov](mailto:ODOTPTDReporting@odot.oregon.gov), a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement and shall submit or cause to be submitted, the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.
- ii. Recipient shall indemnify, save, protect and hold harmless State from the cost of any audits or special investigations performed by the Secretary with respect to the funds expended under this Agreement. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and State.

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

9. **Recipient Subagreements; Procurements; conflicts of interest**

- 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: <https://www.transit.dot.gov/funding/procurement/third-party-procurement/best-practices-procurement-manual>
- c. **Subagreement indemnity; subrecipient insurance**
  - i. ***Recipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Recipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the other party to Recipient's subagreement(s) from and against any and all Claims.***
  - ii. **Any such indemnification shall also provide that neither Recipient's**

**subrecipient(s), contractor(s) nor subcontractor(s) (collectively "Subrecipients"), nor any attorney engaged by Recipient's Subrecipient(s), shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's Subrecipient is prohibited from defending State or that Recipient's Subrecipient is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Recipient's Subrecipient if State elects to assume its own defense.**

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

## 10. Termination

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

delivery of written notice of termination to State, or at such later date as may be established by Recipient in such written notice, if:

- i. The requisite local funding to continue the Project becomes unavailable to Recipient; or
  - ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- c. **Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days' notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.

## 11. General Provisions

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



c. **Indemnification.**

- i. Subject to any limitations imposed by State law and the Oregon Constitution, Recipient agrees to the following contract-related indemnification for all projects authorized under this Agreement:
- ii. Where Recipient contracts for services or performs project management for a project, Recipient shall accept all responsibility, defend lawsuits, indemnify, and hold State harmless, for all contract-related claims and suits. This includes but is not limited to all contract claims or suits brought by any contractor, whether arising out of the contractor's work, Recipient's supervision of any individual project or contract, or Recipient's failure to comply with the terms of this Agreement.

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

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

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

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

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

**SIGNATURE PAGE TO FOLLOW**

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

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

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

Date \_\_\_\_\_

By \_\_\_\_\_

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

Date \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY**

(If required in local process)

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

Date \_\_\_\_\_

**Recipient Contact:**

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

**State Contact:**

Jovi Arellano  
355 Capitol St NE, MS43  
Salem, OR 97301  
1 (971) 446-8896  
jovi.arellano@odot.oregon.gov

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

By \_\_\_\_\_  
Suzanne Carlson  
Public Transportation Division Administrator

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

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

Date \_\_\_\_\_ 07/11/2025

**APPROVED AS TO LEGAL SUFFICIENCY**

(For funding over \$250,000)

N/A

**Signed Agreement Return Address: ODOTPTDReporting@odot.oregon.gov**

## EXHIBIT A

### Project Description and Budget

#### Project Description/Statement of Work

<b>Project Title: 5310 STBG City of Prineville 35748</b> <i>Contracted Service</i>				
<i>FTA funding Category B. Project identified not ready to execute. Funds not available until FTA grant execution and subgrant agreement revision to release funds for reimbursement.</i>				
	Total	Grant Amount	Local Match	Match Type(s)
<b>P-25-3144-01 Item #1: Contracted Service (5310 only)</b>				
	\$207,720.00	\$186,387.00	\$21,333.00	Local
<b>Sub Total</b>	\$207,720.00	\$186,387.00	\$21,333.00	
<b>Grand Total</b>	<b>\$207,720.00</b>	<b>\$186,387.00</b>	<b>\$21,333.00</b>	

The requirements of the National Environmental Policy Act (NEPA) and all other applicable federal environmental laws (e.g., the Endangered Species Act, the Clean Water Act, and the National Historic Preservation Act) apply to all projects that receive FTA funds (directly or through the State). The process of addressing compliance with NEPA and all other applicable federal environmental laws is referred to as the environmental review process. For any project receiving FTA funds, subrecipients are responsible for coordinating with ODOT prior to incurring any costs or conducting any project-related activities to confirm requirements for complying with the environmental review process. The subrecipient is responsible for submitting all documentation required to comply with the environmental review process to ODOT for approval by the FTA.

The following activities cannot proceed until the FTA concurs in writing that the environmental review process is complete per 23 CFR 771.113(a)(1):

- final design activities (design beyond 30%).
- property acquisition (includes purchase discussions with property owners that imply or are explicitly binding).
- purchase of construction materials (including EV chargers and bus shelters) or rolling stock,
- project construction activities (including construction, alteration, or repair [including dredging, excavating, and painting] of buildings, structures, or other real property).

Proceeding with any of these activities prior to FTA concurrence that the environmental review process is complete may deem the entire project ineligible to receive federal funding.

#### 1. BACKGROUND

This Agreement provides funding to purchase service to provide public transportation to seniors and individuals with disabilities, and the general public, in Crook County, Oregon and to support the operations and administrative costs required to manage the service contract. Activities in this project must be included in an approved locally developed, coordinated public transit-human services plan.

#### 2. PROJECT DESCRIPTION

This Agreement provides funding for Recipient to provide Demand Response service in and around Crook County with connections to Central Oregon communities through community connector services.

Demand response service is provided Monday through Friday from 7:00am to 5:30pm.

This work will be performed by a public transportation service provider through a coordinated procurement process with Crook, Jefferson and Deschutes counties. City of Redmond will lead the procurement for the three counties in Central Oregon to create a consistent service to all

communities.

### 3. PROJECT DELIVERABLES, TASKS and SCHEDULE

*The contracted service will be provided by a contractor selected by Recipient and will be designed to benefit seniors and individuals with disabilities and may also be made available to the general public. Recipient shall conduct procurements for purchased public transportation services following federally required procurement processes and provide State with a copy upon request.*

*The service, schedule, days, hours, and service type 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 funded under Section 5310 "Enhanced Mobility of Seniors and Individuals with Disabilities Program" will be provided in accordance with the locally adopted Coordinated Public Transit Human Services Transportation Plan (Coordinated Plan). Recipient and contractor 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. Service changes should occur in adherence with federal guidance outlined in Title VI Circular 4702.1B.*

*Recipient will market the services in an inclusive and culturally appropriate manner. Examples may include marketing strategy, marketing campaign, and communication content.*

*Recipient is encouraged to set realistic goals and establish measurable outcomes. Goals and outcomes must be related to rides provided to seniors and individuals with disabilities, number of rides transitioned from demand responsive to fixed route transit through mobility management efforts, hours of public transportation service to low-income households at the 200 percent poverty threshold and/or overall ridership. Progress meeting established goals and outcomes can be shared in Recipient's Agency Periodic Report (APR).*

*Recipient shall engage in a good faith effort to generate program income to help defray program costs. If program income is generated from federally-funded projects, that income must be reported on the agency periodic report.*

#### *Milestones/Goals of Project*

- RFP/IFB Issue Date for Contract: February 28, 2025
- Contract Award Date: April 30, 2025
- Initial Delivery Date: Services would start on July 1, 2025
- Final Delivery Date: Services funded by these funds would be final on June 30, 2027
- Contract Completion Date (5-year agreement): June 30, 2030

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

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

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

*For 2025-2026: 13,550*

*For 2026-2027: 13,550*

*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.*

#### **4. PROJECT ACCOUNTING and MATCHING FUNDING**

*This Agreement covers contracted public transportation provision, as defined under the 49 USC § 5310 program, as described in FTA 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. The service provider may use capital equipment funded under USDOT- or State-source agreements when performing services rendered through a contract or sub agreement funded by this Agreement. Depreciation of capital equipment funded from USDOT- or State-source grants is not an eligible expense.*

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

*Recipient will subtract revenue from fares, tickets and passes whether pre-paid or post-paid, from the gross operating expense of the service. Administrative expenses incurred by the contractor 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.*

#### **5. 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. Invoices from purchase service contractors should be attached to each reimbursement request and show a breakdown of expenses, a description of the service provided (hours, rate, quantity of service), the date(s) of the service, and other relevant service performance information. In-house charges must be documented showing time specifically associated with the project.*

*Purchased or contracted service reimbursement requests must include a breakdown of expenses. Agencies are required to submit invoices or comparable documentation when requesting payment for services purchased from a third party.*

*Invoices must:*

- Be legible*
- Match the amount requested for reimbursement*
- Include a description of the service (hours, rate, quantity of service)*
- Include the date(s) of the service*
- Include the agency providing the service*

*Subrecipients should not attach invoices that are not directly related to the expenses that are requested on the reimbursement request document.*

*If the subrecipients of the service also provide preventive maintenance, dispatching, and/or other service, 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 subrecipient and vendor.*

*Subrecipients should use a worksheet (budget detail worksheet or equivalent) to clearly list the expenses claimed in OPTIS. This aids the state in determination of eligible expenses if the agency has more than one agreement from which to claim expenses and ensures all expenses are accounted for and are not duplicated.*

*In addition, Recipient must provide a summary of the work performed pursuant to this agreement in its APR. Photographs of public transit, and related operations, are encouraged to memorialize the achievement of project deliverables.*

*First year maximum disbursement: no more than 50 percent of the total fund amount of any single activity line item will be disbursed, regardless of the amount of any reimbursement request.*

*Second year maximum disbursement: no more than 50 percent of the total fund amount of any single activity line item, plus any remaining portion from the first fiscal year period.*



**EXHIBIT B**

**FINANCIAL INFORMATION**

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

This Agreement is financed by the funding source indicated below:

<b>Federal Program</b> 49 U.S.C. 5310	<b>Federal Funding Agency</b> U.S. Department of Transportation Federal Transit Administration 915 Second Avenue, Suite 3142 Seattle, WA 98174	<b>CFDA Number</b> <b>20.513 (5310)</b>	<b>Total Federal Funding</b> <b>\$186,387.00</b>
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**Administered By**

Public Transportation Division  
355 Capitol St NE, MS43  
Salem, OR 97301

## EXHIBIT C

### Subagreement Insurance Requirements

#### 1. GENERAL.

##### 1. a. GENERAL REQUIREMENTS

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

#### 2. TYPES AND AMOUNTS.

##### a. WORKERS COMPENSATION.

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

##### b. COMMERCIAL GENERAL LIABILITY.

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

Amounts below are a minimum requirement as determined by State:

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

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

##### c. AUTOMOBILE LIABILITY.

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

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

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

**d. EXCESS/UMBRELLA LIABILITY.**

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

**e. ADDITIONAL INSURED.**

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

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

**f. "TAIL" COVERAGE.**

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

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

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

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

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

**Recipient Insurance Requirements**

## **1. GENERAL.**

### **a. GENERAL REQUIREMENTS**

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

### **b. INSURANCE REQUIREMENT REVIEW.**

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

## **2. TYPES AND AMOUNTS.**

### **a. WORKERS COMPENSATION.**

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

### **b. COMMERCIAL GENERAL LIABILITY.**

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

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

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

### **c. AUTOMOBILE LIABILITY.**

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

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

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

### **d. EXCESS/UMBRELLA LIABILITY.**

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

**e. ADDITIONAL INSURED.**

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

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

**f. WAIVER OF SUBROGATION.**

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

**g. CONTINUOUS CLAIMS MADE COVERAGE:**

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

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

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

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

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

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

**5. STATE ACCEPTANCE.**

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

## EXHIBIT D

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

Recipient and Recipient's subrecipient(s), contractor(s), or subcontractor(s), at any tier, if any, must comply with: (1) all applicable federal requirements contained in the Certifications and Assurances including as they may be changed during the term of this Agreement, except as otherwise stated herein; and (2) all applicable requirements included in the Federal Transit Administration Master Agreement ("Master Agreement") including as they may be changed during the term of this Agreement, except as otherwise stated herein. The Certifications and Assurances and the Master Agreement are incorporated by reference herein and are available at [www.transit.dot.gov](http://www.transit.dot.gov).

The Certifications and Assurances for Fiscal Year 2025, Standard Assurances, Section 1.1(r), requires a grant applicant to certify that it "[w]ill comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the program under which it is applying for assistance." In addition, the Master Agreement #33, Generally Applicable Provisions, Section 12(m) contains the following language: "the Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law." ("Immigration Condition").

The State of Oregon is a plaintiff in a lawsuit challenging U.S. DOT's imposition of the Immigration Condition on federal funding as unlawful." See *California v. U.S. Dep't of Transp.*, No. 1:25 cv 208 (D.R.I. filed May 13, 2025). On June 19, 2025, the court presiding over that action issued an order enjoining the imposition of the Immigration Condition on federal funding as to any Plaintiff State, including any subdivision or instrumentality thereof. The Oregon Department of Transportation, as an agency of the State of Oregon, is subject to that court order. To the extent the Certification and Assurances purports to require an agency or person on behalf of the State of Oregon to agree to the Immigration Condition, the State of Oregon does not certify or assure that it will so comply or be bound. The State of Oregon's execution of the Master Agreement or this Agreement should not be construed as a certification or agreement to comply with the Immigration Condition. For purposes of this Agreement, the Certification and Assurances and the Master Agreement are modified to remove the Immigration Condition.

Without limiting or modifying 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. The requirements of the National Environmental Policy Act (NEPA), including 23 CFR Part 771, apply to all projects that receive federal funds (whether directly or through the State) or that need a federal approval or permit. The process of addressing compliance with NEPA and all other applicable federal laws relating to the environment, parks, or historic resources (e.g., the Endangered Species Act, the Clean Water Act, the National Historic Preservation Act, Section 4(f) of the U.S. Department of Transportation Act) is referred to as the environmental review process. Recipient shall coordinate with the State and FTA prior to incurring any costs, making any expenditures, or conducting any project-related activities to confirm requirements for complying with the environmental review process. Recipient is responsible for submitting all documentation required to comply with the environmental review process to the State for approval by the FTA.

Until the FTA concurs that the environmental review process is complete and in compliance with 23 CFR 771.113(a)(1), the following activities cannot proceed: final design activities (design beyond 30%), property acquisition (includes purchase discussions with property owners that imply or are explicitly binding), purchase of construction materials or rolling stock, or project construction activities (including, but is not limited to, any ground disturbance or facility modification). This award is contingent on the FTA's concurrence that the environmental review process is complete, and the project has complied with NEPA and related federal laws. Any project expenses incurred prior to completion of the environmental review process will not be eligible for reimbursement and may cause the entire project to be ineligible to receive federal funding.

5. 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.*

6. 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.