



Location: City Hall – Council Chambers  
Date: September 14, 2021  
Time: 6:00 PM

## City Council Meeting Agenda

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

**PLEASE NOTE THE COUNCIL MEETING LOCATION CHANGE TO 1280 S. MAIN STREET (FAIRGROUNDS- ACROSS FROM INDOOR ARENA) AND START TIME OF MEETING AT 6:00 P.M.**

### Call to Order

### Flag Salute

### Additions to Agenda

### Consent Agenda

- [1.](#) Regular Meeting Brief 8-24-2021
- [2.](#) Liquor License Annual Renewals

### Visitors, Appearances and Requests

### Council Business

### Staff Reports and Requests

3. City Manager's Report - Steve Forrester

### Committee Reports

### Ordinances

- [4.](#) Ordinance No. 1269 - To Amend Chapter Four of the Comprehensive Plan (Parks, Recreation & Open Space) **(SECOND PRESENTATION)** - Casey Kaiser
- [5.](#) Ordinance No. 1270 - Granting Franchise to Lightspeed Networks, Inc. to Operate & Maintain a Telecommunications System **(SECOND PRESENTATION)** - Jered Reid

### Resolutions

- [6.](#) Resolution No. 1504 - Authorizing the City of Prineville to Enter Into an IGA with Crook County for GIS Support - Jered Reid
- [7.](#) Resolution No. 1505 - Adopting Title VI Plan for the City of Prineville - Jered Reid



8. Resolution No. 1506 - Urging Oregon Legislature and Governor to Take Actions to Protect Oregonians' Right to Make Their Own Health & Medical Decisions - Mayor Beebe

### **Visitors, Appearances and Requests**

### **Adjourn**

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



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

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

**City Council Meeting Brief**  
**August 24, 2021**

**Council Members Present:**

Jason Beebe  
Patricia Jungmann  
Ray Law  
Steve Uffelman  
Jeff Papke

Janet Hutchison  
Gail Merritt

**Council Members Absent**

None.

**Additions to the Agenda**

None.

**Consent Agenda**

1. Regular Meeting Brief 8-10-2021
2. Special Council Meeting Brief 8-18-2021
3. Liquor License Annual Renewals
4. Prineville Quick Stop Liquor License Application
5. The Wrangler Liquor License Application

**Councilor Uffelman made a motion to approve consent agenda as adjusted. Motion seconded. Councilors Hutchison and Merritt abstained due to not being present at the Special Council Meeting on the 18th. Motion carried.**

**Visitors, Appearances and Requests:**

Lyle Byler, a Prineville resident asked if anyone knew what the ingredients and long term effects of the vaccine are, and why people have to be bribed to take the vaccine. As far as masks go, he is tired of playing Simon Says.

Tory Kurtz, a Crook County resident represents a Voice for Choice and would like a resolution on choice. Ms. Kurtz provided definitions for the words liberty and justice. She is asking for the

city to consider a resolution on choice. Ms. Kurtz referred to results of a recent poll to Crook County and Prineville residents on masks and vaccine mandates and said the majority of the respondents are against them.

Mandy Pucket, a Crook County resident is concerned about mandates requiring vaccines and the effect it will have on being able to keep employees. She would just like Crook County residents to come together and not hate one another and is not here for or against vaccines or masks. She is just asking for choice.

Nicole Macada, a Prineville resident is here in support of Voice for Choice and believes it is fundamental that our constitutional rights are honored. People are looking at impossible choices because one side believes it is the right thing to do. Ms. Macada explained that people should be able to make choices without fear or punishment. She supports choice and there is a large number of people who believe it isn't the right choice and their choice should be honored too.

Calista Songsted, a Prineville resident thought what the other ladies said was inspirational. Ms. Songsted talked about the mask mandates unfolding, then vaccine mandates for teachers, bus drivers and state employees. She attended Representative Vikki Breese-Iverson's town hall and Fish & Wildlife was there talking about it too. It's just getting worse. She asked Rep. Breese-Iverson if they would even be able to get into the capital to testify without a vaccine passport and Rep. Breese-Iverson couldn't tell her. Ms. Songsted said we have to rally around each and be bold and referred to her questions to the School Board at a recent meeting. Please consider their choice resolution.

#### **6. Crook County Health Department COVID Update – Katie Plumb**

Katie Plumb, Crook County Health and Human Services Director went through her hand out which highlighted the factors they look at such as prevalence, severity, capacity and projections. The handout also included St. Charles comparisons for cases reporting times, current testing levels, emergency department visits, increased severity of illness, age demographics, the Delta variant affecting more children, vaccination status and age groups and health system capacities.

Councilor Papke had comments regarding Southern Oregon being in full crisis, the Oregon Health & Science University (OHSU) model is matching what is actually happening, and people needing emergency care are not being able to get it.

Ms. Plumb said that emergency patients are being moved to areas that are not full, but not being able to potentially get treatment in the time that they need it.

Councilor Hutchison, talked about hearing that the National Guard is helping with what they can do and asked if St. Charles is at capacity at this point.

Ms. Plumb said St. Charles capacity has been fluctuating. There are also resources being deployed for long term care facilities to help support hospital capacity.

Discussions continued regarding if there are rapid tests in Crook County, not being a need for a mobile clinic since the vaccine is readily available, and current number of patients in ICU in Bend.

Mayor Beebe explained he had a lot of questions, but would follow up in an email.

No further discussions.

### **Council Business**

#### **7. Reading of a Proclamation – Constitution Week – Mayor Beebe**

Mayor Beebe read the proclamation into the record and presented it to Michelle Douthit who announced that there will be a Constitution display at the library from September 1<sup>st</sup> – 30<sup>th</sup>.

#### **8. Intent to Award Purchase of John Deere Greens Mower – Zach Lampert**

Zach Lampert, Head Golf Professional / Facility Manager referred to the staff report highlighting that it was a budgeted capital improvements item. Since it is over \$50K it requires council approval. Staff is requesting to go with John Deere. Mr. Lampert explained that there is familiarity with their equipment and is being currently used, so parts could be interchangeable. If we went through another equipment vendor it would cost approximately \$6,000 each time for a repair, so it makes the purchase more cost effective to stay with John Deere. We have sold some surplus equipment to almost make the difference up and will need a budget adjustment.

**Councilor Uffelman made motion to approve purchase of John Deere Greens Mower. Motion seconded. Discussion on motion. Councilor Uffelman corrected motion to intent to award purchase. Motion seconded. No discussion. All in favor, motion carried.**

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

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

Mr. Forrester reported: he had an opportunity to meet with US Representative Cliff Bentz, and was able to talk about forest health, water, and the city/county bio-mass project which could play a big part in cleaning up forest.

The 10<sup>th</sup> & Main Street project has been delayed a couple of days due to waiting for some essential parts to compete hopefully the week of September 6<sup>th</sup>. The Prineville Renewable Energy Project (PREP) has media articles that have been published.

There is the League of Oregon Cities (LOC) regional meeting in September and the annual conference coming up in October.

Mr. Forrester continued that he would like to go back to a couple weeks ago and the Crooked River Round Up. After having it cancelled in 2020, we were able to go forward with it this year

and everyone worked real hard. It had record attendance, record revenue and was truly amazing. It takes this community to pull these events off and all the volunteers. Jason Snider, Crooked River Round Up President presented the city with a poster in a nice frame. Mayor Beebe held the picture up.

There were no questions.

Mayor Beebe commented that the rodeo, races and fair were very much needed this year.

Mr. Forrester added that Doug Smith reported to him that more business was done here than anywhere else despite losing a jockey, and this community raised over \$40,000 for the family. Those rodeo and races positions are paid positions in other areas, and are filled here by volunteers.

### **Committee Reports**

Councilor Hutchison provided a LOC Women's Caucus Committee update and explained that LOC is discussing they may go to virtual versus in person events.

There were no other reports.

### **Ordinances:**

#### **10. Ordinance No. 1269 – Amending Chapter Four of the City Comprehensive Plan (FIRST PRESENTATION) – Casey Kaiser**

Casey Kaiser, Senior Planner referred to the staff report and previous public hearing. Mr. Kaiser added just as a reminder that this is just to update the comp plan regarding the joint Parks Master Plan that was developed among stakeholders.

Mayor asked for clarification about the city being not being the parks taxing district. Mr. Kaiser responded that is correct and part of the requirements of this master plan were to get input from the community during the plan update.

Hutchison made motion to approve Ord No 1269. Jungmann seconded. Discussion. Uffelman talked about his anxiety. It provides flexibility for the city and etc. likes the additions. All in favor, motion carried.

There were no further questions.

**Councilor Hutchison made a motion to approve Ordinance No 1269 for its first presentation. Motion seconded. No discussion on motion. All in favor, motion carried.**

### **11. Ordinance No. 1270 – Granting a Franchise to Lightspeed Networks to Operate and Maintain a Telecommunications System (FIRST PRESENTATION) – Jered Reid**

Jered Reid, City Attorney provided the background information explaining that if both parties are in engagement, franchise agreements carry on despite expiration date. The city has never had issues with Lightspeed and Lightspeed bought out Quantum Communications in 2016.

**Councilor Merritt made motion to approve Ordinance No 1270 for its first presentation – Motion seconded. No discussion on motion. All in favor, motion carried.**

#### **Resolutions:**

None.

#### **Visitors Appearances and Requests:**

Hank Moss, a Prineville resident wonders what happened to other information for illness like the flu and heart disease and where the other data is for effects to those who have been vaccinated. Mr. Moss talked about having to help a friend to the hospital after receiving the second shot and encourages people to find the data and balance in the data.

Jerald Jackman, a Prineville resident had questions regarding special meetings noticing, if the city has email notifications, and commented on the meeting brief. Mr. Jackman added that there is confusion on Facebook and the decisions that the Council makes and them not having a good feeling about information that isn't here. Seems like there are things that are hidden from the community. Zach Lampert needs recognition for how well he manages the golf course.

Oniko Marabi, a Prineville resident read a statement into the record and explained that the Pine Theater is up for sale and will stay open until it is sold or until Brown shuts it down again.

Duane Starr, a Prineville resident asked if anyone would rather be treated before you have to go to the hospital, or when you need to be in the hospital.

Kyle Raveflesher, a Powell Butte resident talked about the number of people killed by a motor vehicle accident and the upward trend compared to the number of people killed by COVID nationwide and asked if we should start masking our cars. Mr. Raveflesher talked about the COVID recovery rate for Crook County. He is a small business owner and has three daughters.

Jessica Lang, a Powell Butte resident – talked about ICU beds and facts that CCHD gave, and talked about shortage of staff, students that have collapsed, mask infections, and suicide rates up. Very few people in Crook County support the vaccine. Listen to the people and reach out and find the other data.

Kara Becker, a Prineville resident referred to selfish comment that was made several meetings ago. Asked if anyone had heard of a medical condition that she had and the associated

symptoms regarding the condition. Talked about this medical condition that results from vaccines and her medical case was from the MMR vaccine. She did some research after seeing that cases for this medical condition is happening again. It is a result from vaccines. Wondered if all of these people getting vaccinated had been given a complete medical history review before getting the vaccine. Encourages that we do not force people to get the vaccine and that they have medical history reviewed before getting it.

Mike Ervin, a Crook County resident we heard a lot of numbers lately. The best decision you make is the information you get to make this decision. Lack of staff and all information we have heard tonight. The more we see these mandates come down, the less staff we will have and the less beds we will have. Where do we stand with Resolution 1474?

Chuck Long, long life resident of Crook County, is in medical field and wants to talk about the mask mandate. Where are the studies that talk of masks?. Masks do not work. Surgical masks that filter 70% of pathogens. You have them on for 30 minutes the filtration rate goes down to 20%. Why are some sick and some aren't? It's because of your immunities. Masks do nothing. Crook County has always been the leader, and it is time to just time to say no.

Jennifer Rafner, A Crook County resident with children in the Powel Butte charter school, talked about her experience at a School Board meeting. She said there is so much more than just ICU beds and her kids having to go to school. She is lost for words and asking please, let our kids be kids because they deserve and need it.

Jack Ravenberg, a Crook County resident commends Mayor Beebe for the proclamation and asked why he did not he expand the language to include encouraging the school district. Federal law mandates, and he hates that word that the constitution be taught in school. He encourages everyone to go to the schools and find out if the children are going to be taught about the constitution in the schools. Where is the other data? Look up on the hill and the suppressors of the data up on the hill that has bought this city.

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 7:42 P.M.



**Motions and Outcomes:**

Motion:	Outcome	Beebe	Hutchison	Jungmann	Law	Merritt	Papke	Uffelman
Consent Agenda as Adjusted	PASSED	Y	-	Y	Y	-	Y	Y
Intent to Award Purchase of John Deere Greens Mower	PASSED	Y	Y	Y	Y	Y	Y	Y
Ordinance No. 1269 – Amending Chapter Four of the City Comprehensive Plan ( <b>FIRST PRESENTATION</b> )	PASSED	Y	Y	Y	Y	Y	Y	Y
Ordinance No. 1270 – Granting a Franchise to Lightspeed Networks to Operate and Maintain a Telecommunications System ( <b>FIRST PRESENTATION</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> .

## **Liquor License Renewals**

September 14, 2021

Sons of Beer

Horseshoe Tavern

Main Station Express

Crossroads BBQ

Bi-Mart

Eagles Lodge # 2555

The Sandwich Factory

Prineville Market

Crooked Root (River) Brewing

The Elk's Lodge No 1814

The Good Bike Company

Creekside Beer Garden

Ron's Comfort Food / Meadow Lakes

Lucky 7

Cross Street Station 76

Ranchero Mexican Restaurant

Ray's Food Place

Mi Tiendita

Tacos Morales

**ORDINANCE NO. 1269**  
**AN ORDINANCE TO AMENND CHAPTER FOUR OF THE CITY’S COMPREHENSIVE PLAN (PARKS, RECREATION & OPEN SPACE)**

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

**Whereas,** the City partnered with the Crook County Parks and Recreation District to complete an updated Parks and Recreation Master Plan; and

**Whereas,** based on the aforementioned Parks and Recreation Master Plan, City staff initiated amendment procedures to the City’s Comprehensive Plan (Chapter 4) for review by the City Planning Commission; and

**Whereas,** pursuant to Section 153.252.020 of the Code, required notice was submitted to the Department of Land Conservation and Development and published 10 days prior to the initial public hearing scheduled for July 20, 2021; and

**Whereas,** on July 20, 2021, the City Planning Commission held a public hearing and consented to the amendment and recommended the City Council approve the proposed amendment to Chapter 4 of the Comprehensive Plan as shown on Exhibit A, attached hereto and by this reference made a part hereof; and

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

**Whereas,** the Prineville City Council conducted a public hearing on August 10, 2021, which consisted of the opportunity of written and oral testimony, review of staff reports, and consideration of the recommendations of the City of Prineville Planning Commission.

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

1. That the City’s Comprehensive Plan Chapter 4 is hereby amended as shown on Exhibit A.
2. The City Recorder shall place a certified copy of this Ordinance in the City’s permanent records.
3. The Ordinance shall be effective 30 days following its passage by the City Council.

Presented for the first time at a regular meeting of the City Council held on August 24, 2021, and the City Council finally enacted the foregoing ordinance this \_\_\_\_ day of September, 2021.

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

ATTEST:

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

Prineville’s Comprehensive Plan

## Table of Contents - Chapter 4

Purpose and Intent

Background

Issues, Goals & Policies

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Goal #1: In collaboration with the Crook County Parks and Recreation District and other partners, provide public parks, recreational facilities, trails, programs and events that meet the diverse needs of users, and that enhance the health, livability, and quality of life of the community.

Policy 1. Promote a collaborative system to maximize the benefits of parks and recreation. Ensure a consistent and seamless arrangement for system operations.

Policy 2. Activate parks, and facilitate the coordinated provision of recreation programs and events.

Policy 3. Enhance existing parks and facilities and develop new opportunities to provide engaging community recreation and social spaces that meet the needs of residents, workers, and visitors now and into the future.

Policy 4. Protect natural resources and provide trails to connect people to parks, open space and community destinations.

Policy 5. Maintain and replace assets in a sustainable manner and preserve and showcase the area’s historical and cultural heritage for future generations.

**Parks, Recreation and Open Space**

## Chapter 4 Parks, Recreation and Open Space

### **Purpose and Intent**

The State of Oregon requires that cities manage and operate adequate facilities for recreation and open space. Key elements of the parks plan required by the state include a map to indicate the location and boundaries of the park system, and appropriate zoning and map designations including objective land use and siting review criteria. Open space responsibilities also overlap with Goal 5 issues but the emphasis for utilization and preservation remains the same.



This chapter discusses how the City of Prineville intends to provide public parks and recreation areas and strives to strengthen the City’s parks and recreation opportunities through land use strategies and inter-agency cooperation. Based on the Unified Parks and Recreation System Plan developed in collaboration with the Crook County Parks and Recreation District (CCPRD), this chapter describes existing conditions, community needs, goals, and policies related to the park system. The Unified Parks and Recreation System Plan is herein adopted by reference and provides a more comprehensive description of the park and recreation system and the long-term plan for the future.

The City and CCPRD have been successful working together to leverage resources for the parks and recreation system. With over 19 sites that represent approximately 915 acres of public parks and recreation facilities, and dozens of programs and community events, parks and recreation are a major part of community identity and livability and central to the area’s long-term future.

### **Background**

In 1983, voters formed the Crook County Parks and Recreation District with boundaries based on the City’s urban growth boundary. The City owned and managed parks prior to transferring these sites to CCPRD. In 1990, CCPRD expanded its boundary through annexation and the current boundaries match the Fire and Rescue District, Fire Zone #2.

In 2004, CCPRD completed a Comprehensive Plan for parks and the improvement and development of District operations and administration, parks and facilities, and recreation programs. In 2021, the City completed its first comprehensive plan (the Unified Parks and Recreation System Plan) for parks and recreation in partnership with CCPRD and with support from Crook County. The Plan outlines priorities for the future guided by the community’s vision, a technical analysis of needs, and a strategic approach to implementation.

**Issues, Goals & Policies**

Prineville’s unique setting, climate and culture all influence park and recreation opportunities. Located in Central Oregon’s high desert, Prineville is surrounded by agricultural lands and publicly managed open spaces including the Crooked River and Crooked River National Grasslands, and Ochoco National Forest. Many local schools also provide opportunities for public recreation and use during non-school hours. The area’s many park and recreation opportunities are central to the area’s high quality of life, but steady growth and continued demands on park services resources are important considerations for the future.



**Park Land**

Together, the City, County and CCPRD own or maintain 19 parks and facilities, totaling approximately 915 acres. Only two sites are outside of the city, but within the CCPRD boundary (Crooked River Wetlands and Ochoco Lake Campground). CCPRD serves a population of approximately 14,269 residents (2017 Crook County estimates) and covers approximately 60.8 square miles. Just outside the city, there are approximately 467 acres of state land, as well as thousands of acres of national forest east of the CCPRD boundary. The Crooked River Canyon (a designated Wild and Scenic River), Prineville Reservoir, and Ochoco Lake are also popular destinations nearby.

*Park Inventory Summary*

Park Type	Total Acreage	Total Sites
Neighborhood Parks	22.2	9
Community Parks	55.4	3
Natural Areas	120	1
Special Use Sites	239*	4
Undeveloped Parks	480	3

Source: Crook County GIS, City of Prineville. \*Includes acreage for golf course, fairgrounds, Crook County RV Park, and Ochoco Lake Campground.

There are many different types of recreation facilities that offer places to play, relax, or gather. Ochoco Creek Park serves as the city’s central park and offers the largest range of experiences, from community gatherings and play to off-street biking and basketball. Most parks provide restrooms, picnic facilities, and an open lawn area. Fewer sites offer places to play or dedicated natural areas as part of the park design. There are also several specialized facilities such as camping areas, off-leash dog areas, and public art/memorials.

In 2017, the City completed the Crooked River Wetlands to improve municipal wastewater treatment. The wetlands now provide a range of benefits from cost savings and recreational opportunities to educational and environmental benefits. The City also conducted major changes

## *Parks, Recreation and Open Space*

to the water distribution system to improve water conservation efforts and protect the city's water supply. During this same time the City acquired the Barnes Butte Recreation Area, a 460-acre parcel located at the east end of the city limits.

### **Camping**

CCPRD provides camping areas at three sites. Located close-in to Prineville, the RV Park borders the fairgrounds and offers a range of amenities for RVs, as well as camping and reservable cabins. In addition to campgrounds, Ochoco Lake and Haystack Reservoir provide access to water recreation, and also offer day use. A large percentage of CCPRD's budget stems from camping fees.

#### *CCPRD Camping Areas*

Site	Owner	Spaces	Amenities
Crook County RV Park	Crook County	<ul style="list-style-type: none"> <li>• 81 RV sites</li> <li>• 9 tent sites</li> <li>• 2 cabins</li> </ul>	RV hookups, laundromat, community room, WiFi, dump station, pavilion
Ochoco Lake	Oregon State Parks	<ul style="list-style-type: none"> <li>• 22 tent sites</li> <li>• 4 hike/bike sites</li> </ul>	Potable water, picnic tables, fire pits, restrooms, boat launch, trails, swimming
Haystack Reservoir	BOR	<ul style="list-style-type: none"> <li>• 16 RV/tent sites</li> <li>• 3 reservable sites</li> </ul>	Picnic tables, restroom, trails, boat launch, swimming

### **Trails**

There are a variety of paved and unpaved trails in Prineville. The City's Transportation System Plan (TSP) lists a total of four off-street paved trails totaling approximately 3.2 miles completed as of 2013. In addition, many of the proposed bicycle plan elements of the Crook County TSP provide direct connections to the City of Prineville. Since this time, the City has been active in adding additional trails and connections to this network. As part of the Ochoco Mill Site redevelopment, the multi-use path on the east side of Combs Flat road has been constructed from 3rd Street south to the hospital.

The 66 Trail System provides the primary nearby single track trail access for all ability levels. The existing 2.3 miles of Lower 66 trails are contained within Oregon State Park property. Managed by the Central Oregon Trail Alliance (COTA), volunteers are actively expanding this trail system on both sides of Highway 126. Along with city trails, the Crooked River Scenic Bikeway extends 25 miles south from the City of Prineville, along Highway 27 to a point just below Prineville Reservoir's Bowman Dam.



*Existing Off-Street Paved Trails*

Trail	Approximate Length (miles)
Ochoco Creek Shared-Use Trail	1.7
Highway 26 Trail	1.0
O'Neil Highway Trail	0.2
Iron Horse Trail	0.3
Total	3.2

**Recreation Programs and Events**

CCPRD partners with other providers and volunteers to offer over 30 different programs, classes, events, and camps. For overall enrollment, fitness/health-related classes such as gymnastics and karate, and educational/technical classes such as dog obedience and hunter safety have experienced the largest recent enrollment. There is limited capacity for indoor spaces and



facilities such as Ochoco gym and the Juniper Art Guild are at capacity for scheduling additional activities. CCPRD programs draw participants from within the CCPRD boundary and beyond. Based on enrollment data, there are a considerable number of participants that live outside the boundary.

**Management and Operations**

Prineville’s major public agencies share responsibilities in providing parks and recreation services, including the City and School District. The City is responsible for management and operations of the golf course, Barnes Butte Recreation Area and the Crooked River Wetlands complex, while the School District provides public access to several indoor facilities and fields. To promote coordination, the Local Intergovernmental Committee involves members from each of the major governmental agencies at the local level, including the City, School District, and CCPRD.

**Community Needs**

Throughout development of the Unified Parks and Recreation System Plan process, the City and CCPRD relied on a range of events and activities to hear from the public and identify the types of ideas and improvements that will be needed to build a stronger system of public parks and recreation opportunities. The following are needs identified for parks and recreation areas within the City of Prineville and CCPRD boundary.

- Diversified, multi-generational experiences: In general, a focus on offering age-appropriate activities emerged as a key opportunity, as well as supporting activities that people of different ages could enjoy together. Many parks lack play areas or have play areas that are



aging or limited in interest for different age groups. Providing more opportunities for teens was among the top three areas participants would like to see expanded, followed closely by opportunities for older adults/seniors, and then kids (6-12). Another widespread recommendation involved providing more ADA accessible recreation opportunities.

- Opportunities for year-round enjoyment: Numerous responses captured a desire for Prineville residents to enjoy places to play or recreate year-round, particularly during winter months. In general, a common sentiment emerged, describing a lack of places to play and socialize indoors throughout the year. Questionnaire respondents identified covered and indoor spaces as the second greatest need for Prineville's parks and facilities.
- Repairing/replacing the community pool: Prineville's only community pool (the public pool at Ochoco Creek Park) was built in 1950 and CCPRD and pool supporters have been looking into options for its future. According to the questionnaire, building a new pool as part of a community recreation center was the top need by a significant margin (67%) and updating/rebuilding the existing pool also received strong support (27%). Further supporting this desire, questionnaire results showed swimming as one of the most popular activities.
- Integrating nature: A connection to nature stands out as a distinguishing aspect of Prineville's system. Prineville and the surrounding area offer a wealth of experiences from backcountry adventure and exploration to scenic routes and vistas. Community members and visitors enjoy spending time in nature and value large natural areas and undeveloped sites. Some of questionnaire respondents' most popular destinations are the trails looping around the Barnes Butte Recreation Area, the green space within Ochoco Creek Park, and the open space in the Crooked River Wetlands Complex. Residents appreciate these wild, undeveloped spaces, particularly for walking, exercising, dog walking, and observing wildlife. Connections to nature inspired a range of ideas for exploration.
- Expanded trail network: Prineville has good connectivity and an emerging trail system, with an even greater potential to expand the network. Similar to state and regional trends, walking and trail-based activities are of the top activities in Prineville. Building on the need for safe, walkable access to parks and the popularity of cycling, an interconnected multi-modal trail network linking Prineville parks is a major opportunity.
- Safe, family-friendly places: Questionnaire respondents who don't use parks in Prineville cited feeling unsafe/unwelcome as the primary reason (along with being too busy) keeping them from using parks. Prominent issues involve the perception of homelessness, antisocial behavior, drug/illegal activity and trash. Overall, community members are seeking improvements to make all of Prineville's public spaces feel comfortable, welcoming, and safe.
- Fiscal sustainability: Participants expressed concern about sufficient budget to maintain existing parks and facilities, renovate or add new facilities, and keep recreation costs affordable for community members. Parks management and quality may be compromised due to high demand and resource shortages.

**Goal #1: In collaboration with the Crook County Parks and Recreation District and other partners, provide public parks, recreational facilities, trails, programs and events that meet the diverse needs of users and that enhance the health, livability, and quality of life of the community.**

**Policy 1. Promote a collaborative system to maximize the benefits of parks and recreation. Ensure a consistent and seamless arrangement for system operations.**

The City shall:

- Follow a formalized collaborative approach to providing parks and recreation services. Work closely with CCPRD, the County, School District and other partners to ensure a collaborative approach to the provisions of park and recreation services. CCPRD will serve as the primary lead in providing these services.
- Coordinate the land use and development process. In the City of Prineville, the City will lead the land use development process using this Plan as a guide and coordinating with CCPRD and the County as applicable.
- Work with CCPRD and the Chamber of Commerce to explore opportunities for private recreational enterprises or public/private partnerships, and to promote tourism within the city and greater region.

**Policy 2. Activate parks and facilitate the coordinated provision of recreation programs and events.**

The City shall:

- Integrate the area's unique history and cultural heritage in the parks and recreation system.
- Provide signage and facilities to support environmental education and interpretation, including information on wildlife in developed parks and natural areas, particularly at points of interest such as trailheads, viewpoints and sensitive areas.
- Designate the Crooked River Corridor as a hub for recreation. The cluster of parks, natural areas, historic sites, and recreation areas along the Crooked River should be leveraged for natural resource protection, economic development, and community identity.
- Evaluate and improve park accessibility. Working with the CCPRD, complete an ADA assessment and/or transition plan to identify required upgrades in accordance with the Americans with Disabilities Act.
- Work with local partners to increase localized events and keep them relevant/stimulating.
- Collaborate with local and regional partners to build necessary infrastructure for bicycle tourism.

**Policy 3. Enhance existing parks and facilities and develop new opportunities to provide engaging community recreation and social spaces that meet the needs of residents, workers, and visitors now and into the future.**

The City shall:

- Continue leveraging park land level of service standards. Any decision to add new park land should consider a range of factors including park access, needed maintenance and ongoing operating expenses and additional factors as part of the land review process.

*Existing and Future Park Land Levels of Service*

Park/Facility	Total Existing Acres	Adopted Park Land Level of Service Standard (acres/1,000)	Existing Park Land Level of Service (acres/1,000)	2040 Future Level of Service (acres/1,000)
Neighborhood Parks	22.2	1.5 to 2	1.6	1.21
Community Parks <sup>1</sup>	73.4	5 to 7	5.1	4.0
Total Developed Parks <sup>1</sup>	95.6	N/A	6.7	N/A
Natural Areas <sup>2</sup>	580	20+	40.6	31.6
Special Use Sites	239.3	N/A	N/A	N/A

Notes: <sup>1</sup> Includes Seehale Property (18 acres); <sup>2</sup> Includes Barnes Butte (460 acres).  
 Source: Portland State University Population Research Center, "2019 Annual Oregon Population Report Tables," Table 4 (population of Prineville and Crook County). Population of Crook County Parks & Recreation District was estimated by FCS GROUP; Existing population (2019) = 14,269; Future population (2040) = 18,348.

- Coordinate with CCPRD to implement adopted park dedication standards. CCPRD should continue to identify potential future neighborhood parks in future growth areas using approved park dedication standards, as well as other design and acquisition guidelines.
- Develop a land dedication policy based on the recommended classification standards and the anticipated cost of developable park land.
- Coordinate new park design and development with surrounding land uses. Design and develop parks that consider nearby neighbors and land uses.
- Design parks with consideration for sustainability, water quality, water conservation, and flood impact mitigation. All new recreation facilities should be designed and constructed using green design and development practices.
- Embrace park connections to water with waterfront paths, overlooks, and access. Collaborate with CCPRD to acquire strategic areas along rivers and canals to protect and conserve scenic, recreational and natural areas that are accessible to the community.
- Design all facilities for operational efficiency and safety, and for barrier free access as required by the Americans with Disabilities Act (ADA).
- Focus on place making to create parks as memorable and engaging places. Emphasize park design, site character, identity, and sense of place through the use of art, colors, plantings,

natural elements and topography. Incorporate natural, cultural and historical elements and interpretive/educational features.

**Policy 4. Protect natural resources and provide trails to connect people to parks, open space and community destinations.**

The City shall:

- Continue to build on the river corridor vision by focusing on continuous and connected greenways along the Ochoco and McKay Creeks, and the Crooked River for safe and efficient multi-modal connectivity and healthy wildlife habitat.
- Continue to develop a comprehensive and inter-connected off-street trail system that provides connectivity to destinations throughout Prineville and to surrounding destinations for bicyclists and pedestrians.
- Collaborate with State Parks to identify a solution for safer access to the 66 Trails.
- Create opportunities for residents and visitors to connect with nature, both physically and visually, including new or improved pollinator patches, protection or integration of native plants, introduction of urban wildlife corridors, and protection and access to natural areas.
- Integrate flood mitigation into site design. Parks in flood zones should be designed to control floodwater during rainy seasons, while also designed for passive recreation and non-motorized connections.
- Pursue master planning and phased improvements at the Barnes Butte Recreation Area. As part of ongoing planning, the City should work with CCPRD to examine potential for BLM lands near Barnes Butte.
- Acquire open space lands, when appropriate, as a means of protecting unique environments and providing passive recreation opportunities.
- Improve the urban tree canopy in parks and along street frontages.

**Policy 5. Maintain and replace assets in a sustainable manner and preserve and showcase the area’s historical and cultural heritage for future generations.**

The City shall:

- Coordinate with CCPRD in maintaining park and recreation facilities based on the needs and characteristics of specific parks.
- In collaboration with the County and CCPRD, develop a reporting program for all park concerns or maintenance needs. Use the program to track the types of maintenance needs and park or facility “hot spots” to inform future workload planning and annual budgets.
- Working with CCPRD, ensure adequate staffing levels to deliver safe, high quality, and needed park and recreation services.
- Use sustainable, easy-to-maintain landscaping materials and practices in all parks.

## *Parks, Recreation and Open Space*

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- Develop and implement edge treatments to improve the management of the areas where traditional park features intersect with natural areas.

ORDINANCE NO. 1270

AN ORDINANCE GRANTING A FRANCHISE TO LIGHTSPEED NETWORKS, INC., ("LS NETWORKS") TO OPERATE AND MAINTAIN A TELECOMMUNICATIONS SYSTEM ("THE SYSTEM") IN THE CITY OF PRINEVILLE, OREGON ("THE CITY").

The City hereby ordains that it is in the public interest to grant LS Networks a Franchise to operate the System pursuant to the terms and conditions contained herein.

**SECTION 1. Grant of Franchise.** The City hereby grants to LS Networks the right, privilege and authority to install, construct, maintain, operate, upgrade, repair, relocate and remove its cables and related appurtenances ("Facilities") in, under, along, over and across the present and future streets, alleys and other public ways in the City ("Public Ways", or in the singular "Public Way"), for the purpose of providing telecommunication services to the City's inhabitants and other customers of LS Networks located within the City's corporate limits.

**SECTION 2. Acceptance by LS Networks.** Within sixty (60) days after the passage of this Ordinance by the City, LS Networks shall file an unqualified written acceptance thereof with the City; otherwise the Ordinance and the rights granted herein shall be null and void.

**SECTION 3. Term.** The initial term of this Franchise is ten (10) years commencing on the date of Acceptance by LS Networks as set forth above in Section 2 and shall thereafter automatically renew from year-to-year unless either party gives advance written notice to the other party at least 120 days prior to expiration of the initial term or subsequent annual term requesting the parties enter into good faith discussions to reach terms of a new agreement.

**SECTION 4. Records Inspection.** LS Networks shall make available to the City, upon reasonable advance written notice of no fewer than sixty (60) days and not more often than once every two (2) years, such relevant information pertinent only to enforcing the terms of this Ordinance in such form and at such times as LS Networks can reasonably make available. Subject to applicable laws, any information that LS Networks provides to the City, except as otherwise provided herein, is confidential and proprietary and shall not be disclosed or used for any purpose other than verifying compliance with the terms of this Ordinance. Except as otherwise provided herein, any such information provided to the City shall be returned to LS Networks following review, without duplication, unless LS Networks grants the City written permission to duplicate the information.

**SECTION 5. Non-Exclusive Franchise.** The right to use and occupy the Public Ways shall be nonexclusive, and the City reserves the right to use the Public Ways for itself or any other entity. The City's and other entities' use, however, shall not unreasonably interfere with LS Networks's Facilities or the rights granted LS Networks herein.

**SECTION 6. City Regulatory Authority.** The City reserves the right to adopt such additional ordinances and regulations as may be deemed necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens consistent with applicable federal and state law. The City agrees to promptly notify LS Networks of any such changes potentially applicable to this Franchise.

**SECTION 7. Indemnification.** The City shall not be liable for any property damage or loss or injury to or death of any person that occurs as the result of the construction, operation or maintenance by LS Networks of its Facilities. LS Networks shall indemnify, defend and hold the City harmless from and against claims, demands, liens and all liability or damage of whatsoever kind on account of LS Networks's use of the Public Ways. The City shall: (a) give prompt written notice to LS Networks of any such claim, demand or lien with respect to which the City seeks indemnification hereunder; and (b) permit LS Networks to assume the defense of such claim, demand, or lien with legal counsel of LS Networks's selection. LS Networks shall not be subject to liability for any settlement or compromise made without its prior written consent. Notwithstanding the other provisions contained herein, LS Networks shall in no event be required to indemnify the City for any claims, demands, or liens arising from the negligence or wrongful actions or inactions of the City, its officials, boards, commissions, agents, contractors, and/or employees.

**SECTION 8. Insurance Requirements.** LS Networks, at its cost and expense, will obtain and keep in full force and effect during the term of this Ordinance, the following insurance coverage and their respective minimum limits: (a) workers' compensation insurance within statutory limits; (b) employer's liability insurance with limits of not less than \$1,000,000.00 per occurrence, \$2,000,000.00 in the aggregate; (c) comprehensive general liability insurance within limits of not less than \$3,000,000.00 for bodily injury or death to each person, \$3,000,000.00 for property damage resulting from any one accident, and \$3,000,000.00 for other types of liability; and (d) automobile liability insurance for all owned, non-owned, and hired vehicles that are or may be used by LS Networks and its employees with a limit of \$1,000,000.00 for each person and \$3,000,000.00 for each accident. Each liability insurance policy LS Networks is required to obtain and maintain under this Section 8 will name City and its officers, representatives, agents, and employees as additional insureds. LS Networks will not cancel, modify, and/or reduce in amount or scope the insurance coverage required to be maintained under this Ordinance without first providing City thirty (30) days' prior written notice. All insurance LS Networks is required to obtain and maintain under this Section 8 will be issued only by insurance companies licensed in Oregon. Prior to City's execution and acceptance of this Ordinance, upon renewal of each insurance policy and at any other time thereafter within thirty (30) days after City's written request, LS Networks will provide City with certificates evidencing LS Networks's compliance with this Section 8.

**SECTION 9. Annexation.** When any territory is approved for annexation to the City, the City shall within ten (10) business days provide by certified mail, return receipt requested, postage prepaid, to LS Networks at the addresses provided in Section 18 hereof: (a) each site address to be annexed as recorded on City assessment and tax rolls; (b) a legal description of the proposed boundary change; and (c) a copy of the City 's ordinance approving the proposed annexation.

**SECTION 10. Plan, Design, Construction and Installation of LS Networks's Facilities.**

**10.1** All Facilities under authority of this Ordinance shall be used, constructed and maintained in accordance with applicable law.

**10.2** LS Networks shall, prior to commencing new construction or major reconstruction work in Public Ways or other public places, apply for a permit from the City, which permit shall not be unreasonably withheld, conditioned, or delayed. LS Networks will provide plans of new facilities to be placed in the Public Ways pursuant to a permit issued by the City. LS Networks will abide by all applicable ordinances and reasonable rules, regulations and requirements of the City consistent with applicable law, and the City may inspect the manner of such work and require remedies as may be reasonably necessary to assure compliance. Notwithstanding the foregoing, LS Networks shall not be obligated to obtain a permit to perform emergency repairs or for normal maintenance of its facilities.

**10.3** To the extent practical and consistent with any permit issued by the City, all Facilities shall be located so as to cause minimum interference with the Public Ways and shall be constructed, installed, maintained, cleared of vegetation,

renovated or replaced in accordance with applicable rules, ordinances and regulations of the City.

**10.4** If, during the course of work on its Facilities, LS Networks causes damage to or alters the Public Way or other public property, LS Networks shall replace and restore such Public Way or public property at LS Networks's expense to a condition reasonably comparable to the condition that existed immediately prior to such damage or alteration, normal wear and tear excepted.

**10.5** LS Networks shall have the right to excavate the Public Ways subject to reasonable conditions and requirements of the City. Before installing new underground facilities or replacing existing underground facilities, LS Networks shall first obtain a permit from the City in accordance with subsection 10.2 hereof.

**10.6** Nothing in this Ordinance shall be construed to prevent the City from constructing, maintaining, repairing, or relocating its sewers, streets, water mains, sidewalks, or other public property. However, before commencing any work within a Public Way that may affect LS Networks's Facilities, the City shall give written notice to LS Networks, and all such work shall be done, insofar as practicable, in such a manner as not to obstruct, injure, or prevent the free use and operation of LS Networks's poles, wires, conduits, conductors, pipes, and appurtenances.

**10.7** LS Networks shall not attach to, or otherwise use or commit to use, any pole owned by City until a separate pole attachment agreement has been executed by the parties.

**SECTION 11. Relocation of Facilities.**

**11.1** Relocation for the City. Except in case of an Emergency, within thirty (30) days after City's request, LS Networks will, at LS Networks's cost and expense, remove, relocate, change, and/or alter the position or location of any Facilities within the Right-of-Way whenever City has determined that such removal, relocation, change, and/or alteration is necessary for any of the following reasons: (a) an Emergency; (b) the construction, repair, installation, and/or maintenance of any City or other public work or improvement; and/or (c) the operations of City in or upon the Right-of-Way requires the removal, relocation, change, and/or alteration of the Facilities. If an Emergency occurs, LS Networks will, at LS Networks's cost and expense, remove, relocate, change, and/or alter the position or location of any Facilities within the Right-of-Way within seventy-two (72) hours after City's request. City acknowledges that an emergency relocation may result in temporary installation.

**11.2** Relocation for a Third Party. LS Networks shall, at the request of any person holding a lawful permit issued by the City and/or in support of a Non-Essential Project by City, protect, support, raise, lower, temporarily disconnect, relocate in or remove from Public Ways, as applicable and if possible, any LS Networks property, provided that the cost of such action is borne by the person requesting it and LS Networks is given reasonable advance written notice and sufficient time to take the appropriate action. In such situation, LS Networks may also require advance payment. For purposes of this subsection, "reasonable advance written notice" shall mean no fewer than forty-five (45) days for a temporary relocation, and no fewer than one hundred twenty (**120**) days for a permanent relocation.

**11.3** Alternatives to Relocation. LS Networks may, after receipt of written notice requesting a relocation of Facilities, submit to the City written alternatives to such relocation. Such alternatives shall include the use and operation of temporary transmitting facilities in adjacent Public Ways. The City shall promptly evaluate such alternatives and advise LS Networks in writing if one or more of the alternatives are suitable. If requested by the City, LS Networks shall promptly submit additional information to assist the City in making such evaluation. The City shall give each alternative proposed by LS Networks full and fair consideration. In the event the City ultimately determines that there is no other



reasonable alternative, LS Networks shall relocate the Facilities as otherwise provided herein. Notwithstanding the foregoing, LS Networks shall in all cases have the right to abandon the Facilities.

**SECTION 12. Vegetation Management.** LS Networks shall have the authority to trim trees and other growth in the Public Ways in order to access and maintain the Facilities in compliance with applicable law and industry standards.

**SECTION 13. Franchise Fee**

**13.1** In consideration of permission to use the streets and Rights-of-Way of the City for the construction, operation, and maintenance of a Telecommunications system within the Franchise areas LS Networks shall pay to City during the term of this Franchise an amount equal to seven percent (7%) of LS Networks’s Gross Revenues derived from the provision of telecommunications services to businesses or individuals within the City limits, less any FCC limitations (“Franchise Fee”). Any net un-collectibles, bad debts or other accrued amounts deducted from Gross Revenues shall be included in Gross Receipts as such time as they are actually collected. Revenue from point to point or multi-point services not entirely within the City limits shall be based on the pro-rata share of the revenue from those services.

**13.2** Upon thirty days’ notice and in the event any law or valid rule or regulation applicable to this Franchise limits the Franchise Fee below the amount provided herein, the Parties agree to amend this Franchise to ensure compliance with all laws.

**13.3** Payments due under this provision shall be computed and paid quarterly for the preceding quarter, as of March 31, June 30, September 30, and December 31, each quarterly payment due and payable no later than 45 days after such dates. Not later than the date of each payment, LS Networks shall file with the City a written statement, in a form satisfactory to the City and signed under penalty of perjury by an officer of LS Networks, identifying in detail the amount of gross revenue received by LS Networks, the computation basis and method, for the quarter for which payment is made.

**13.4** The Franchise Fee includes all compensation for the use of the City’s Rights-of-Way. LS Networks may offset against the Franchise Fee the amount of any fee or charge paid to the City in connection with LS Networks’s use of the Rights-of-Way when the fee or charge is not imposed under a generally applicable ordinance or resolution. The Franchise Fee shall not be deemed to be in lieu of or a waiver of any ad valorem property tax which the City may now or hereafter be entitled to, or to participate in, or to lay upon the property of LS Networks.

**SECTION 14. Revocation of Franchise for Noncompliance.**

**14.1** In the event that the City believes that LS Networks has not materially complied with the terms of the Franchise, the City shall informally discuss the matter with LS Networks. If these discussions do not lead to resolution of the problem, the City shall notify LS Networks in writing of the exact nature of the alleged noncompliance.

**14.2** LS Networks shall have thirty (30) days from receipt of the written notice described in subsection 14.1 to either respond to the City, contesting the assertion of noncompliance, or otherwise initiate reasonable steps to remedy the asserted noncompliance issue, notifying the City of the steps being taken and the projected date that they will be completed.

**14.3** In the event that LS Networks does not comply with subsection 14.2, above, unless the parties agree to an extension of the time provided in subsection 14.2, above, the City shall schedule a public hearing to address the asserted noncompliance issue. The City shall provide LS Networks at least twenty (20) days’ prior written notice of, and the opportunity to be heard, at the hearing.

**14.4** Subject to applicable federal and state law, in the event the City, after the hearing set forth in subsection 14.3, determines that LS Networks is noncompliant with this Ordinance, the City may:

- A. Seek specific performance of any provision which reasonably lends itself to such remedy, as an alternative to damages; or
- B. Commence an action at law for monetary damages or other equitable relief; or
- C. In the case of substantial noncompliance with a material provision of the Ordinance, seek to revoke the Franchise in accordance with subsection 14.5.

**14.5** Should the City seek to revoke the Franchise after following the procedures set forth above, the City shall give written notice to LS Networks including a statement of all reasons for such revocation. LS Networks shall have ninety (90) days from receipt of such notice to object in writing and state its reason(s) for such objection. Thereafter, the City may seek revocation of the Franchise at a public hearing. The City shall cause to be served upon LS Networks, at least thirty (30) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke the Franchise. At the designated hearing, the City shall give LS Networks an opportunity to state its position on the matter, after which the City shall determine whether or not the Franchise shall be revoked. LS Networks may appeal the City's determination to an appropriate court, which shall have the power to review the decision of the City *de novo*. Such appeal must be taken within sixty (60) days of the issuance of the City's determination. The City may, at its sole discretion, take any lawful action which it deems appropriate to enforce its rights under this Ordinance in lieu of revocation.

**14.6** Notwithstanding the foregoing provisions in this Section 14, LS Networks does not waive any of its rights under applicable law.

**SECTION 15. No Waiver of Rights.** Neither the City nor LS Networks shall be excused from complying with any of the terms and conditions contained herein by any failure of the other, or any of its officers, employees, or agents, upon any one or more occasions to insist upon or to seek compliance with any such terms and conditions. Each party expressly reserves any and all rights, remedies, and arguments it may have at law or equity, without limitation, and to argue, assert, and/or take any position as to the legality or appropriateness of any provision in this Ordinance that is inconsistent with State or Federal law, as may be amended.

**SECTION 16. Transfer of Franchise.** LS Networks's right, title, or interest in the Franchise shall not be sold, transferred, assigned, or otherwise encumbered without prior notice to and prior approval by the City, such approval not to be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, when said sale, transfer, assignment, or encumbrance is to an entity controlling, controlled by, or under common control with LS Networks, or for any rights, title, or interest of LS Networks in the Franchise or Facilities in order to secure indebtedness, or to an entity that acquires substantially all the assets or equity of LS Networks by sale, merger, consolidation or reorganization, approval by the City shall not be required.

**SECTION 17. Amendment.** Amendments to the terms and conditions contained herein shall be mutually agreed upon in writing by the City and LS Networks.

**SECTION 18. Notices.** Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received upon actual receipt or refusal of delivery if sent by (a) personal delivery, (b) United States Mail, postage prepaid, certified, return receipt requested, or (c) nationally recognized overnight courier, and addressed to the Parties as set forth below:

To City:

City of Prineville  
ATTN: City Recorder  
387 NE Third Street  
Prineville, OR 97754

with a copy to:

Jered Reid  
Law Office of Jered Reid, LLC  
545 NE 7<sup>th</sup> Street  
Prineville, OR 97754

To LS Networks:

LS Networks, Inc.  
921 SW Washington Street, Suite 370  
Portland, OR 97205

with a copy to:

LS Networks, Inc.  
ATTN: Legal Department  
921 SW Washington Street, Suite 370  
Portland, OR 97205

**SECTION 19. Severability.** If any section, sentence, paragraph, term or provision hereof is for any reason determined to be illegal, invalid, or superseded by other lawful authority, including any state or federal regulatory authority having appropriate jurisdiction thereof, or unconstitutional, illegal or invalid by any court having appropriate jurisdiction thereof, such portion shall be deemed a separate, distinct, and independent provision, and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise or any renewal or renewals thereof.

**NOW, THEREFORE, THE PEOPLE OF THE CITY OF PRINEVILLE DO ORDAIN AND APPROVE THE AFOREMENTIONED AGREEMENT presented for the first time at a regular meeting of the City Council held on August 24, 2021 and the City Council finally enacted the following Ordinance on this \_\_\_\_ day of September, 2021.**

---

Rodney J. Beebe  
Mayor

ATTEST:

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Lisa Morgan, City Recorder

ACCEPTED BY LS NETWORKS:

Lightspeed Networks, Inc.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



# City of Prineville

387 NE THIRD STREET ♦ PRINEVILLE, OREGON 97754

## INFORMATION TECHNOLOGY

p: (541) 447-2374 f: (541) 447-2375 e: [support@cityofprineville.com](mailto:support@cityofprineville.com)

September 8, 2021

## Staff Report

### **Discussion:**

Resolution 1504 provides for execution of a renewal agreement with Crook County for certain Geographic Information Services (GIS) related to the operation of the City's 9-1-1 Center.

Crook County 9-1-1 relies on electronic mapping data to validate addresses, locate wireless callers, and otherwise provide navigational aids to first responders while processing emergency calls. This data is included in several automated systems the center uses, including its Computer Aided Dispatch (CAD) software, the Intrado Next Generation (NG) telephone system and Automated Vehicle Location (AVL) systems.

The 9-1-1 center also has a duty to maintain the Master Street Address Guide (MSAG) which is utilized by telecommunications service providers to validate new and existing addresses to ensure compatibility and standardization of physical addresses for 9-1-1 geo-location.

The State of Oregon, through Oregon Emergency Management makes funding available to local 9-1-1 jurisdictions to maintain and update this GIS data. 9-1-1 jurisdictions can choose to procure these services through a contracted services agreement or utilize an internal GIS department to perform the work.

For a number of years, the City of Prineville has chosen to utilize Crook County's GIS department to provide this work, as the County GIS department already maintains other GIS data sets which are useful to the 9-1-1 center and the arrangement is mutually beneficial to the City and the County. The City has found the quality and timeliness of the work provided by the County to be acceptable and wishes to continue the agreement for another term.

**Budget Impact:** No Fiscal Impact. Funds dispersed through this agreement are reimbursed through Oregon Emergency Management and associated revenue/ expenses have been included within current appropriations.

**Staff Recommendation:** Staff recommends Council approve resolution 1504.

**RESOLUTION NO. 1504  
CITY OF PRINEVILLE, OREGON**

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

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

**Whereas**, County has prepared an Intergovernmental Agreement (“Agreement”) to perform the aforementioned services; and

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

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

Approved by the City Council this \_\_\_\_ day of September, 2021.

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

ATTEST:

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

AMENDMENT 3  
To Intergovernmental Agreement for GIS Support

This Amendment 3 is entered into by and between Crook County, a political subdivision of the State of Oregon, acting through its GIS/IT Department (hereinafter “County”), and the City of Prineville, a municipal corporation of the State of Oregon (hereinafter “City”); collectively, County and City may be referred to as “the Parties.”

RECITALS

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

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

WHEREAS, and the Parties wish to continue the terms of the Agreement as modified by this Amendment 3.

AGREEMENT

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

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

Section Two: The duration of the Agreement is extended to June 30, 2022, unless sooner terminated according to its terms.

Section Three: Except as amended by this Amendment 3, all other terms of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, City and County have executed this Amendment 3 effective on July 1, 2021.

**CITY OF PRINEVILLE**

**CROOK COUNTY**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**INTERGOVERNMENTAL AGREEMENT  
for GIS SUPPORT**

This Agreement is entered into between Crook County, a political subdivision of the State of Oregon acting through its GIS/IT Department (hereinafter "County"), and the City of Prineville, a municipal corporation of the State of Oregon (hereinafter "City"). County and City may be referred to individually as a Party or collectively as the Parties.

**RECITALS**

1. ORS 190.003 and 190.010 provide that units of local government, including the Parties, may enter into agreements for the performance of any or all functions and activities that a party to the agreements, its officers or agencies, have authority to perform.
2. The Parties have the authority to perform the functions and activities set forth in this Agreement.

Now therefore, County and City agree as follows:

**A. Responsibilities of the Parties:**

1. County Duties: County will provide GIS support to City for the acquisition, development, maintenance, updating, processing, and configuration of mapping data for the Prineville Public Safety Answer Point (PSAP), as follows:
  - Quarterly disbursement shall not exceed \$9,000, excluding special projects as described in the new funding policy (Exhibit A).
  - City shall provide County 30-days' notice if the scope of work for the quarterly disbursement needs to be reduced from the full amount for that quarter.
  - County shall provide updated data to City and OEM once a month.
  - County shall invoice City for work once files have been submitted to the state as required in the policy.
  - City (through 911) shall submit to OEM for reimbursement.
  - City shall pay County's invoice once state accepts work and reimburses City.
2. City will pay County for costs incurred at the rate of Sixty Five and no/100 Dollars (\$65.00) per hour. The funding model is based on Office of Emergency Management's (OEM) budget cycle and requirements. A copy of OEM's policy directive is attached as Exhibit "A" and incorporated herein by reference.
3. Each Party will defend, indemnify and hold harmless the other Party, its agents, servants and employees, respectively, against all claims, demands and judgments (including attorney fees) made or recovered against them for damages to real or personal property or for bodily injury or death to any person, arising out of, or in connection with this Agreement, to the extent such damage, injury or death, is caused by the negligence or intentional wrongful act of the indemnifying Party, its employees, servants or agents.
4. In taking this responsibility and providing the support specified in this Agreement (and any associated services) each of the Parties shall maintain its public body status as specified in ORS 30.260. All Parties understand and acknowledge that each retains all immunities and privileges granted to it by the Oregon Tort Claims Act (ORS 30.260 through 30.300) and any and all other statutory rights granted as a result of its status as local public bodies.

**B. Term & Termination:**

1. This Agreement is effective July 1, 2017 and expires on June 30, 2019.



2. Either party may terminate this Agreement after giving thirty (30) days' prior written notice to the other of intent to terminate without cause. The Parties shall deal with each other in good faith during the thirty (30) day period after notice of intent to terminate without cause has been given.
3. Either Party may terminate this Agreement effective immediately after giving written notice of termination for cause. Cause shall include material violation of this Agreement or any act exposing the other party to liability to others for personal injury or property damage.

**C. Dispute Resolution.**

1. Any dispute under this Agreement shall be governed by Oregon law with venue being located in Crook County, Oregon.
2. The Parties will work to cooperatively resolve any disagreements that may arise under this Agreement. This may be done at any management level, including at a level higher than the persons directly responsible for administration of the Agreement. In the event that the Parties alone are unable to resolve any conflict under this Agreement, they are encouraged to resolve their differences through mediation or arbitration, using such process as they may choose at the time.

**D. Standard of Performance – Limited Warranty.** County warrants that its findings, recommendations, specifications, or professional advice provided hereunder will be prepared and presented in accordance with the local standards of Geographic Information System professions in effect at the time the services are performed. CROOK COUNTY MAKES NO WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER MATTER. THE COUNTY IS NOT RESPONSIBLE FOR POSSIBLE ERRORS, OMISSIONS, MISUSE, OR MISINTERPRETATION. COUNTY DIGITAL INFORMATION IS PREPARED FOR REFERENCE PURPOSES ONLY AND SHOULD NOT BE USED, AND IS NOT INTENDED FOR, SURVEY OR ENGINEERING PURPOSES. NO REPRESENTATION IS MADE CONCERNING THE LEGAL STATUS OF ANY APPARENT ROUTE OF ACCESS IDENTIFIED IN DIGITAL OR HARDCOPY MAPPING OF GEOSPATIAL INFORMATION OR DATA. DATA FROM THE CROOK COUNTY ASSESSOR'S OFFICE MAY NOT BE CURRENT. DATA IS UPDATED AS SCHEDULES AND RESOURCES PERMIT. PLEASE NOTIFY CROOK COUNTY GIS OF ANY ERRORS (541) 416-3930. Both City and County agree to waive any consequential damages in the event of any injury, damage, or loss due to conduct related to this Agreement. Any County liability under this Agreement shall be limited to limits as set by the Oregon Revised Statutes for a public entity (ORS 30.260 et seq.).

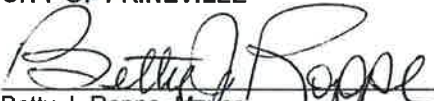
- E. Amendments; Assignment.** This Agreement may be modified or extended by written agreement signed by both Parties. Neither Party may assign this Agreement, in whole or in part, without the prior written consent of the other Party.
- F. Waiver.** The failure of any of the Parties to enforce any provision of this Agreement does not waive that or any other provision.
- G. Force Majeure.** Neither Party is responsible for delay or default caused in part or in full by reasons beyond that Party's reasonable control, including without limitation, strikes or other labor difficulties, inability to obtain necessary governmental permits and approvals (including building permits or certificates of occupancy), unavailability or scarcity of materials, war, riot, civil insurrection, accidents, acts of God or nature, and governmental preemption in connection with a national emergency. The Parties shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default, and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.
- H. Merger; Severance.** This Agreement signed by both parties is the final and entire agreement and supersedes all prior and contemporaneous oral or written communications between the parties, their


agents, and representatives. If any part of this Agreement shall be held unenforceable, the rest of this Agreement will remain in full force and effect.

- I. **Attorney Fees.** In the event an action, lawsuit, or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall bear its own attorney fees, expenses, costs, and disbursements for said action, lawsuit, proceeding, or appeal.
- J. **Multiple Counterparts.** This Agreement and any subsequent amendments may be executed in one or more counterparts, facsimile or otherwise, all of which when taken together will constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement and any amendments so executed will constitute an original.

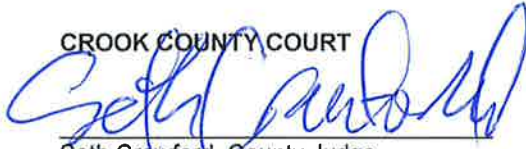
**EACH PARTY, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**


**CITY OF PRINEVILLE**


  
Betty J. Roppe, Mayor  
Date: 5-22-18

  
Steve Forrester, City Manager  
Date: 5-22-18

**CROOK COUNTY COURT**

  
Seth Crawford, County Judge  
Date: 6-20-18

  
Jerry Brummer, County Commissioner  
Date: 6-20-18

  
Brian Barney, County Commissioner  
Date: 6-20-18

**RESOLUTION NO. 1505  
CITY OF PRINEVILLE, OREGON**

**A RESOLUTION ADOPTING A TITLE VI PLAN FOR THE CITY OF PRINEVILLE**

**Whereas**, Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, and national origin in programs and activities receiving federal financial assistance; and

**Whereas**, any entity receiving federal dollars, either directly from the Federal Transit Administration or through the Oregon Department of Transportation Public Transit Division must not discriminate based on race, color, or national origin; and

**Whereas**, since the City is receiving federal grant funding from the Oregon Department of Transportation Public Transit Division it is required to have a Title VI Plan to implement Federal Title VI non-discrimination requirements.

**Now, Therefore**, the City of Prineville resolves that the City of Prineville Title VI Plan dated September 14, 2021, and attached hereto and by this reference incorporated herein, is adopted by the Prineville City Council.

Passed by the City Council this \_\_\_\_ day of September, 2021.

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

ATTEST:

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



**CITY OF PRINEVILLE**  
**Title VI Plan**

**Adopted September 14, 2021**

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## **INTRODUCTION**

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color and national origin in programs and activities receiving Federal financial assistance.

The City of Prineville is committed to ensuring that no person is excluded from participation in, or denied the benefits of its programs and services on the basis of race, color, sex, or national origin, as protected by Title VI in Federal Transit Administration (FTA) Circular 4702.1.B.

### **TITLE VI NOTICE CITY OF PRINEVILLE**

The City of Prineville operates its programs and services without regard to race, color or national origin in accordance with Title VI of the Civil Rights Act. Any person who believes she or he has been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with the City of Prineville.

For more information on the City of Prineville's civil rights program, and the obligations and procedures to file a complaint, contact 541.447.5627, email: [cityhall@cityofprineville.com](mailto:cityhall@cityofprineville.com); or visit our administrative office at 387 NE Third Street, Prineville, Oregon 97754. For more information, visit [www.cityofprineville.com](http://www.cityofprineville.com).

A complainant may also file a complaint directly with the Federal Transit Administration: Office of Civil Rights, Attn: Title VI Program Coordinator, East Building, 5<sup>th</sup> Floor-TCR, 1200 New Jersey Ave., SE, Washington DC, 20590 or with the ODOT Office of Civil Rights: office of Civil Rights-MS 23, 3930 Fairview Industrial Drive SE, Salem, OR 97302.

If information is needed in another language, contact 800.656.1234.  
Si se necesita informacion en otro idioma de contacto, 800.656.1234

### **TITLE VI COMPLAINT PROCEDURES**

In order to comply with 49 CFR Section 21.9(b), the City of Prineville has developed procedures for investigating and tracking Title VI complaints filed against them. These procedures are available to members of the public upon request. Complainants, or their representative, may file a written complaint with the City Manager at any time within one hundred and eighty (180) days from the date of the alleged discriminatory act. The City has ten (10) days to acknowledge the receipt of the complaint and a total of sixty (60) days to investigate the complaint. Once a determination is made, the City of Prineville will notify the complainant in writing. The complainant will then have thirty (30) days to appeal the decision.

If you believe you have been subjected to discrimination under Title VI, you may file a complaint.

### **How to file a Title VI Complaint**

You may file a signed, written complaint up to one hundred and eighty (180) days from the date of alleged discrimination. The complaint should include the following information:

- Your name, mailing address, and how to contact you (i.e., telephone number, email address, etc.)
- Name, address, phone number and relationship of Representative to Complainant, if applicable
- How, when, where and why you believe you were discriminated against. Include the location, names and contact information of any witnesses.
- Other information that you deem significant

A form is available at <https://www.cityofprineville.com/cityadministration/page/title-vi-plan>, which may be completed for this purpose. (Attachment A)

### **The complaint may also be filed in writing with the City of Prineville at the following address:**

City of Prineville  
City Recorder  
387 NE Third Street  
Prineville, OR 97759  
By phone: 541-447-5627  
By fax: 541-447-5628

*NOTE: The City of Prineville encourages all complainants to certify all mail that is sent through the U.S. Postal Service and/or ensure that all written correspondence can be tracked easily. For complaints originally submitted by facsimile, an original, signed copy of the complaint must be mailed to the City Recorder as soon as possible, but no later than 180 days from the alleged date of discrimination.*

### **What happens to your complaint after it is submitted to the City of Prineville?**

All complaints alleging discrimination based on race, color or national origin in a service or benefit provided by the City will be directly addressed. The City Manager, or designee, will investigate the complaint and decide. Formal investigation of the complaint will be confidential and will include, but is not limited to, details of the specific incident, frequency and dates of occurrences and names of any witnesses. Customer will be notified of resolution.

The City of Prineville shall also provide appropriate assistance to complainants, including those persons with disabilities, or who are limited in their ability to communicate in English. Additionally, the City shall make every effort to address all complaints in an expeditious and thorough manner.

In instances where additional information is needed for investigation of the complaint, the City Manager, or designee, will contact the complainant in writing. Please note that in responding to any requests for additional information, a complainant's failure to provide the requested information within seven (7) calendar days may result in the administrative closure of the complaint.

How will you be notified of the outcome of your complaint?

The City will send a final written response to the complainant which will be either a closure letter or a letter of finding (LOF). A closure letter summarizes the allegations and states there was not a Title VI violation and the case will be closed. An LOF summarizes the allegations and the interviews regarding the alleged incident and explains whether any disciplinary action, additional training of staff, or other action will occur. An appeal of the closure letter or LOF must be made within thirty (30) days of the notification.

A complaint may also be filed directly with the Federal Transit Administration at:

Federal Transit Administration Office of Civil Rights

1200 New Jersey Ave., SE

Washington, DC 20590

[www.fta.dot.gov/contract\\_us.html](http://www.fta.dot.gov/contract_us.html)

TTY: 1-800-877-8339

Voice: 1-866-377-8642

VCO: 1-877-877-6280

Recording Title VI Investigations, Complaints and Lawsuits

In order to comply with 49 CFR Section 21.9(b), the City of Prineville prepares and maintains a list of any active investigations conducted by entities other than the FTA, lawsuits, or complaints naming the City of Prineville that allege discrimination on the basis of race, color, or national origin. This list includes the date of the investigation, lawsuit, or complaint was filed; a summary of the allegation(s); the status of the investigation, lawsuit, or complaint; and actions taken by the recipient in response to the investigation, lawsuit, or complaint. The City Recorder maintains these files until closed. The City Recorder will also maintain a log of all complaints received. Records will be stored according to state and federal record retention requirements. Tracked information will be reported to the Oregon Department of Transportation as the grantor of the funds.

Additional Information upon Request

At the discretion of FTA, additional information may be requested, in writing, from the City in order to investigate complaints of discrimination or to resolve concerns about possible noncompliance with Title VI requirements.



**RECORD OF TITLE VI OR OTHER CIVIL RIGHTS  
INVESTIGATIONS, COMPLAINTS OR LAWSUITS**

To date, there have been no Title VI investigations, complaints or lawsuits.

**COUNCIL COMPOSITION**

The City of Prineville is overseen by an elected City Council. The table below depicts Council membership as of July 2021.

The City of Prineville will make efforts to encourage minority participation on the Council. These efforts are made by distributing information about the participation on the Council at public meetings and social media forums. The City of Prineville will utilize local groups such as the Latino Community Association of Central Oregon in order to focus on areas in which the council participation is distributed.

	Caucasian	Hispanic or Latino (of any race)	Black or African American	Asian	Native Hawaiian	American Indian or Alaskan Native	Two or more races	Other
Crook County 2010 Census)	18,758	1,463	30	96	11	273	335	12
Prineville City Council	7	0	0	0	0	0	0	0

**LIMITED ENGLISH PROFICIENCY (LEP) PLAN**

The City of Prineville is committed to breaking down language barriers by implementing consistent standards of language assistance across its service area.

The United States is home to millions of national origin minority individuals with Limited English Proficiency (LEP). That is, their primary language is not English and they cannot speak, read, write or understand the English language at a level that permits them to interact effectively with recipients of Federal financial assistance.

Because of language differences and the inability to effectively speak or understand English, persons with LEP may be subject to exclusion from programs or activities, experience delays or denials of services. These individuals may be entitled to language assistance with respect to a particular type of service. The federal government and those receiving assistance from the federal government must take reasonable steps to ensure that LEP persons have meaningful access to the programs, services, and information those entities provide. This will require agencies to establish solutions to address the needs of this growing population of individuals, for whom English is not their primary language.

## ANALYSIS OF FACTORS

**Factor No. 1:** The number or proportion of LEP persons in the service area.

The City of Prineville is largely English speaking. The vast majority of the population with which we interact is proficient in English. According to the 2013 American Community Survey, 85% of Oregon’s population age five and up speaks English only, while 9% have Spanish as the language spoken at home.

**Factor No. 2:** The frequency with which LEP individuals come into contact with the service.

Contacts with the City of Prineville are made at City Hall, [cityhall@cityofprineville.com](mailto:cityhall@cityofprineville.com) and through our website, [www.cityofprineville.com](http://www.cityofprineville.com). We have had no contacts that require services for translation services. The City would provide translation services and would partner with Crook County School District or Crook County when necessary. The City of Prineville website is optimized for online translation for all languages.

**Factor No. 3:** The nature and importance of service provided by the City of Prineville.

The City of Prineville provides important mobility management and transportation coordination services to the public through Cascades East Transit and a contract with Central Oregon Intergovernmental Council which runs the program.

**Factor No. 4:** The resources available to the recipient of the federal funds to assure meaningful access to the service by LEP persons. The City would partner with Crook County or Crook County School District to provide translation services as necessary.

The City’s current in-house language capabilities are English. The City has not encountered a need to have language services in other languages.

## IMPLEMENTATION PLAN

The City of Prineville will review its implementation plan annually, including any contacts with LEP persons, to determine the frequency of contacts, the language used, and how the contacts were handled.

The City of Prineville identifies LEP persons in the service area through telephone and personal contact. The City would provide translation services and would partner with Crook County School District or Crook County when necessary. Bus schedules for Cascades East Transit are available at [www.cascadeseasttransit.com](http://www.cascadeseasttransit.com). The CET homepage contains Title VI language. The City of Prineville website is optimized for online translation for all languages.

City employees will ensure that there are no barriers to service or accommodation that would prevent usage or access to city services. Employees will notify the City Manager in writing of the circumstances surrounding any reported allegations of discrimination no later than the next business day.

The City of Prineville will provide language service by notifying LEP persons of services available free of charge. Notification to LEP persons include: (1) Posting notice of the LEP Plan and notification in languages LEP persons would understand that persons requiring language assistance or special accommodations will be provided interpretation or translation services free of charge with reasonable advance notice to the City; and (2) City staff will be informally surveyed periodically on their experience concerning any contacts with LEP persons during the previous year to identify modifications to this plan to improve outreach and services to persons with limited English proficiency. City staff will be provided training on the requirements for providing meaningful access to services for LEP individuals.

**NOTIFYING BENEFICIARIES OF THEIR RIGHTS UNDER TITLE VI**

Our website includes our Title VI Compliance Statement and Complaint Form. The City's Title VI Compliance Statement and complaint form are also posted at City Hall (located at 387 NE Third Street, Prineville, OR). Individuals who believe they have been discriminated against may request a complaint form from the City Recorder.

**ANALYSIS OF CONSTRUCTION PROJECTS**

Over the last three years the City of Prineville has not completed a construction project requiring an environmental assessment (EA) or environmental impact statement (EIS).

## INCLUSIVE PUBLIC PARTICIPATION

Public participation in the transportation planning process allows for the opportunity to voice concerns, offer suggestions and make recommendations regarding transportation-related issues and specific projects. It's designed to inform and educate the public about the technical facets of transportation planning. Public participation affords transportation professionals and decision-makers the opportunity to see other sides of an issue (highway, street or rail crossing projects, for example) that may be missed when considering a project from a technical view point. Meaningful dialogue among technical professionals, local decision-makers, and general stakeholders (e.g. the public) generated through public participation is vital to achieving consensus, which is desired before moving a transportation project or program forward. Additional benefits of public participation include:

- Developing a sense of community and ownership;
- Identifying issues and concerns that matter most to the citizens;
- Fostering trust in the decision-making process and with decision-makers;
- Ensuring accountability;
- Encouraging cooperation and compromise; and
- Preventing and/or mitigating future conflict.

### **Outgoing Outreach**

Ongoing outreach efforts are made throughout the year to provide the public and interested parties with opportunities to review and provide comment. Ongoing measures to involve the general public and interested parties<sup>1</sup> throughout the planning process include:

- Posting meeting agendas and minutes on the City of Prineville website: [www.cityofprineville.com](http://www.cityofprineville.com);
- Posting documents on the website and making printed copies available to the public;
- Providing an explanation of specific issues on the website;
- Inviting the public to submit electronic, written or verbal comments on transportation plans;

- Employing visualization techniques to describe city plans and programs (e.g. maps, graphs, photos, presentations, drawings);
- Allowing for public comment at Policy Board meetings; and
- Developing outreach to existing advisory groups related to transportation with updates and education regarding city objectives and news.

Environmental Justice Considerations and Title VI of the 1964 Civil Rights Act (42 U.S.C. 2000d-1) states that "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." Title VI bars intentional discrimination as well as disparate impact discrimination (i.e., a neutral policy or practice that has a disparate impact on protected groups).

The federal Executive Orders pertaining to Environmental Justice (EJ) further amplify Title VI by providing that "each Federal agency shall make achieving environmental justice part of its mission by identifying and addressing, as appropriate, disproportionately high and adverse human health or environmental effects of its programs, policies, and activities on minority populations and low-income populations."

To insure full compliance with Title VI and the EJ Order, the City of Prineville will develop a strategy for engaging minority and low-income populations in transportation decision making, including:

- Using data developed by ODOT, identify areas with high concentrations of low-income and minority populations (required) and other populations as directed by the Policy Board;
- Identify specific actions to engage low-income and minority populations in the planning process;
- Consult with and respond to organizations representing low-income and minority populations;
- Continually evaluate the need for language translated documents based on changing demographics;
- Routinely evaluate the public participation process to evaluate options for better reaching the identified populations;
- Utilize media (such as print, television, radio, etc.) targeted to low-income or minority populations; and

- Review process to request additional information and process to file complaints regarding discrimination.

**ATTACHMENT A**

**TITLE VI COMPLAINT FORM**

**Section I:**

Name:				
Address:				
Telephone (Home):			Telephone (Work):	
Electronic Mail Address:				
Accessible Format Requirements?	Large Print		Audio Tape	
	TDD		Other	
<b>Section II:</b>				
Are you filing this complaint on your own behalf?			Yes*	No
*If you answered "yes" to this question, go to Section III.				
If you answered "no", please supply the name and relationship of the person for whom you are complaining:				
Please explain why you have filed for a third party:				
Please confirm that you have obtained the permission of the aggrieved party if you are filing on behalf of a third party.			Yes	No
<b>Section III:</b>				
I believe the discrimination I experienced was based on (check all that apply):				
<input type="checkbox"/> Race <input type="checkbox"/> Color <input type="checkbox"/> National Origin				
Date of Alleged Discrimination (Month, Day, Year):				
Explain as clearly as possible what happened and why you believe you were discriminated against. Describe all persons who were involved. Include the name and contact information of the person(s) who discriminated against you (if known) as well as names and contact information of any witnesses. If more space is needed, please use the back of this form.				
<hr/> <hr/>				
<b>Section IV:</b>				
Have you previously filed a Title VI complaint with this agency?			Yes	No
<b>Section V:</b>				

Have you filed this complaint with any other Federal, State, or local agency, or with any Federal or State court?		Yes		No	
If yes, check all that apply:					
[ ] Federal Agency: _____					
[ ] Federal Court: _____					
[ ] State Agency: _____					
[ ] State Court: _____					
[ ] Local Agency: _____					
Please provide information about a contact person at the agency/court where the complaint was filed.					
Name:			Agency:		
Title:			Telephone:		
Address:					
<b>Section VI:</b>					
Name of agency complaint is against:					
Contact person:					
Title:					
Telephone number:					

You may attach any written materials or other information that you think is relevant to your complaint.

Signature and date required below:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Please submit this form in person at the address below, or mail this form to:

City of Prineville  
City Recorder  
387 NE Third Street  
Prineville, OR 97754

**NOTIFICATION OF COMPLIANCE WITH TITLE VI**



In order to comply with 49 CFR Section 21.9 (d) the City of Prineville has posted information for the public regarding the Title VI obligations and protections against discrimination afforded to the public by Title VI on the City of Prineville's website. The City of Prineville has also posted the following notice of compliance with Title VI, which is visible to the public at City Hall and directs the public to the City website and to the appropriate phone number to inquire for more information. This information is also available upon request.



### **Notification of Compliance with Title VI**

The City of Prineville operates its programs and services without regard to race, color, or national origin in accordance with Title VI of the Civil Rights Act. Any person who believes they have been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with the City of Prineville.

Information on the City of Prineville civil rights program, and the obligations and procedures to file a complaint, can be found on the City of Prineville website at <https://www.cityofprineville.com/cityadministration/page/title-vi-plan>. The City of Prineville website is optimized for online translation for all languages. This information is also available upon request, please inquire at City Hall or contact the Lisa Morgan, City Recorder at (541) 447-5627.

A complainant may also file a complaint directly with the Federal Transit Administration: Office of Civil Rights, Attn: Title VI Program Coordinator, East Building, 5<sup>th</sup> Floor-TCR, 1200 New Jersey Ave., SE, Washington, DC 20590. <http://www.fta.dot.gov/contact.us.html>

**RESOLUTION NO. 1506  
CITY OF PRINEVILLE, OREGON**

**A RESOLUTION URGING THE OREGON LEGISLATURE AND GOVERNOR TO TAKE  
ACTIONS TO PROTECT OREGONIANS' RIGHT TO MAKE THEIR OWN HEALTH AND  
MEDICAL DECISIONS**

**Whereas**, in a free society, the integrity of personal liberty is firmly recognized and protected, even during times of exigency or emergency, such as the ongoing COVID-19 pandemic; and

**Whereas**, the Oregon Constitution declares, "All men, when they form a social compact are equal in right; that all power is inherent in the people, and all free governments are founded on their authority and instituted for their peace, safety, and happiness;" and

**Whereas**, the Universal Declaration on Bioethics and Human Rights, adopted by the United Nations Educational, Scientific and Cultural Organization (UNESCO), states, "Any preventive, diagnostic and therapeutic medical intervention is only to be carried out with the prior, free and informed consent of the person concerned based on adequate information. The consent should, where appropriate, be express and may be withdrawn by the person concerned at any time and for any reason without disadvantage or prejudice;" and

**Whereas**, the United States Supreme Court reminds us that "[n]o right is held more sacred, or is more carefully guarded, by the common law, than the right of every individual to the possession and control of his own person, free from all restraint or interference of others, unless by clear and unquestionable authority of law," and that courts have held that a competent person's right to refuse unwanted medical treatment is both a constitutional and common law right; and

**Whereas**, the Ninth Amendment to the United States Constitution clarifies and memorializes, "The enumeration in the Constitution, of certain rights, shall not be construed to deny or disparage others retained by the people;" and

**Whereas**, the Fourteenth Amendment to the United States Constitution protects United States citizens, as "[n]o State shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any State deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws;" and

**Whereas**, the United States Supreme Court has reminded us that "[t]he Constitution was adopted in a period of grave emergency. Its grants of power to the federal government and its limitations of the power of the States were determined in the light of emergency, and they are not altered by emergency;" and

**Whereas**, the critical events of the year 2020 have resulted in citizens becoming concerned about Oregon laws and emergency orders that could infringe upon the state and federal constitutional and inalienable rights of citizens to enjoy their life and liberty, to acquire, possess, and protect property, and to pursue and obtain their own safety, happiness, and privacy, and could infringe upon international human rights and principles that recognize the inherent dignity and the equal and inalienable rights of all members of the human family, requiring that those rights be protected by the rule of law; and

**Whereas**, Oregon Executive Order 21-29, requiring COVID-19 vaccinations for Oregon executive branch employees, Oregon Administrative Rule 333-019-1010, requiring COVID-19 vaccinations for health providers and healthcare staff in healthcare settings, and Oregon Administrative

Rule 333-019-1030, requiring COVID-19 vaccinations for teachers and school staff, could infringe upon the right to consent or not consent and allows the government to take possession or control of the body of any living person; and

**Whereas**, support for, and promotion of, medical, immunity, or vaccine passports, or other document requirements imposed by governments, businesses, or other entities, could lead to people sharing their private medical information unwillingly in order to participate in everyday life, commerce, education, employment, entertainment, gatherings, or travel; and

**Whereas**, experts from the federal government and private industry were leveraged to develop vaccines quickly and those vaccines have been made widely available for those who choose to use them; and

**Whereas**, the inflexible implementation of “one-size-fits-all” medical requirements places a disproportionate and unequal risk burden on those individuals who are genetically, otherwise biologically, or environmentally at higher risk for suffering harm from medical interventions.

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

1. That the City Council of Prineville urges the Oregon Legislature and Governor to take actions to protect Oregonians’ right to make their own health and medical decisions, as citizens should always be given the opportunity to decide to consent, or not to consent, to medical treatments or other interventions without any element of force, fraud, deceit, duress, coercion, undue influence, or disadvantage.

2. That the City Council urges the Oregon Legislature and Governor to amend rules and regulations mandating COVID-19 vaccinations shall be carried out with the voluntary and informed consent of an individual or their guardian.

Approved by the City Council this \_\_\_\_ day of September, 2021.

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

ATTEST:

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