



Location: City Hall – Council Chambers
Date: February 28, 2023
Time: 6:00 PM

City Council Meeting Agenda

Mayor Jason Beebe, Council Members Steve Uffelman, Janet Hutchison, Shane Howard, Gail Merritt, Scott Smith, Raymond Law and City Manager Steve Forrester
ATTEND TELEPHONICALLY BY CALLING 346-248-7799 Meeting ID: 947 5839 2608 Passcode: 123456

Call to Order

Flag Salute

Additions to Agenda

Consent Agenda

- [1.](#) Regular Meeting Brief 2-14-2023

Visitors, Appearances and Requests

2. Ceremonial Swear In - Captain Gray, Lieutenant Wilson & Officer Jacob Gentry
3. Officer Landon Nesbitt Recognition - Chief Larry Seymour

Council Presentations

Council Business

- [4.](#) Adopt Council Goals - Steve Forrester
- [5.](#) Crook County Parks & Recreation Foundation Request for Stryker Park Funding - Mayor Beebe

Staff Reports and Requests

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

Committee Reports

Ordinances

Resolutions

- [7.](#) Resolution 1547 –Approving Funding Agreement Between City and Ochoco Irrigation District Regarding Combs Flat Road Improvements - Casey Kaiser
- [8.](#) Resolution No. 1548 - Approving Internal Funding for Police Department Vehicles - Steve Forrester / Lori Hooper



- [9.](#) Resolution No. 1549 - Approving Intergovernmental Agreement with Crook County School District - Jered Reid / Captain Seymour

Visitors, Appearances and Requests

Adjourn

Agenda items maybe added or removed as necessary after publication deadline



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

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

City Council Meeting Brief
February 14, 2023

Council Members Present:

Steve Uffelman
Scott Smith
Gail Merritt
Shane Howard
Janet Hutchison

Council Members Absent

Jason Beebe
Ray Law

Additions to the Agenda

None.

Consent Agenda

1. Regular Meeting Brief 1-24-2023

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

Visitors, Appearances and Requests

No one came forward.

Council Presentations

2. **Crook County Foundation Update** – Rebekah Lambert / Tom Jay

Tom Jay, President provided background on the Crook County Foundation (CCF). This year is CCF's 25th anniversary. Ray Law serves on board as city representative. Mr. Jay introduced Rebekah Lambert as new CCF Executive Director.

Ms. Lambert provided an overview about programs they operate that tie together community partners. CCF manages a portfolio of 20 scholarships. They awarded \$75,000 in scholarship's last year. Some of the other programs they operate are: Community Vitality (Holiday Partnership and Crook County on the Move). Served 2,100 people over the holidays which is about 8.5% of our community. On Mother's Day weekend there will be a wellness garden party. CCF has walking groups, leadership initiatives programs, youth leadership program and a Good Neighbor program.

Mr. Jay talked about the Arts & Culture program that provides free evening concerts to the community with attendance in the hundreds. The 2023 Picnic in the Park kicks off in July and ends in August. There will also be a fall concert in honor of their 25th Anniversary.

Ms. Lambert explained that they are looking to increase their board capacity to grow with this community and hope to add 10 more members.

Steve Forrester, City Manager asked Ms. Lambert to consider engaging the Hispanic Community and how that would be valuable.

Council Business

3. Intent to Award Meadow Lakes Pump Station (MCC Cabinet) – Jason Wood

Jason Wood, Waste Water Treatment Plant Supervisor presented the staff report and background information. He added that the existing pump is over 30 years old and we can't even order parts for it anymore. The contractor selection was based on price and availability to complete the work in a timely manner.

Councilor Hutchison made a motion to approve the intent to award the Meadow Lakes MCC Cabinet to Watertronics in the amount of \$99,956.00. Motion seconded. No discussion on motion. All in favor, motion carried.

4. Approving Letter of Opposition for HB 2816 High Energy Use Facilities – Caroline Ervin

Caroline Ervin, Capital Project Manager presented the staff report and explained the two primary reasons for opposing this bill. It puts an extra burden on companies that are already doing their part to reduce greenhouse gas emissions without putting a mandate and reporting requirements on them.

Councilor Uffelman explained he has an issue with the bill which is the infrastructure needed to implement and they have to be practical to have the infrastructure in place before enacting these limits.

Councilor Smith made a motion to allow city and Mayor to send the drafted letter opposing this bill to the committee. Motion seconded. No discussion on motion. All in favor, motion carried.

5. Budget Committee Appointments – Lisa Morgan

Lisa Morgan, City Recorder / Risk Manager presented the staff report recommending the Council appoint Jeff Papke and Jerry Brummer to the Budget Committee.

Councilor Howard made a motion to approve Jeff Papke and Jerry Brummer appointment to the Budget Committee. Motion seconded. All in favor, motion carried.

6. Request to Approve Purchase of Police Department Vehicles – Lori Hooper / Chief Seymour

Lori Hooper, Finance Director presented the staff report.

Chief Seymour explained that Ford has stopped allowing orders for 2024 vehicles and that they found a dealership that has four of the vehicles they need and will hold awaiting approval.

Discussions continued regarding the difference between internal borrowing versus buying outright.

Councilor Hutchison made a motion to approve the purchase of four police department vehicles. Motion seconded. No discussion on motion. All in favor, motion carried.

7. Scheduling of Council Goals Workshop – Steve Forrester

Mr. Forrester said that we had to take a step back on the council strategic planning due to not everyone being available and talked about staff getting together to clarify the steps moving forward for the strategic planning process.

Ms. Morgan explained that current higher up Council Goals have served the city very well and how the Council Goals are used through out the city's every day actions. Copies of the current goals were handed out. Please take a look at them and see if you think any changes are needed, or if a work shop would be needed prior to February 28th. The Council strategic planning will take time to accomplish and it is important to have everyone's participation to be successful. The Strategic Council priorities will tie back to the Council Goals.

Rescheduling the Strategic Planning gives Jillian Taylor a chance to assemble the input she received from meeting with Council one on one for the next step. Staff will be meeting with Jillian on the 23rd and then a doodle poll will be sent out to find a date and time that everyone will be available.

Staff Reports and Requests:

8. City Manager's Report– Steve Forrester

Mr. Forrester asked Council if these written reports were working for the Council.

Council agreed that the City Manager reports are working.

Mr. Forrester went through his report adding that there is a waiting list for hangars to be built at the airport and that staff is looking at key performance measures and performance indicators will be incorporated into the budget. He also serves on the County Budget Committee and the County received their first budget award.

There were no questions.

Mr. Forrester gave a snow report update stating the Ochoco Irrigation Department (OID) and he went to all the snow stations to measure. We are about 100% of average in higher level snow and the snow water content was average. However, once you get below 3,500 ft. the soil water content is low. Kyle Gorman from Oregon Water Resource Department (OWRD) is still hopeful if we can get rains to saturate the soil. OID is preparing for the worst and hoping for the best. There is more snow up high this year than the prior year.

Committee Reports

Councilor Smith attended a Central Oregon Area Commission on Transportation (COACT) meeting which had a poor turnout. There wasn't a lot on the agenda though they did do elections for the executive board. Crook County is Chair, Jefferson County is Vice-Chair. They looked at the top seven (7) Central Oregon projects based on money and impacts. The Third Street project is in the top seven (7) and intend to go to bid in late 2023 with construction starting in 2024.

There were discussions regarding O'Neil Highway and that Councilor Smith thinks it will probably be discussed at the next meeting.

Councilor Hutchison stated that she and Councilor Uffelman attended the League of Oregon Cities City Day at the Capital and that there were over 80 cities attending.

Councilor Uffelman added that he was surprised that natural resources which are fundamental needs for all communities, was not discussed at all and was of concern.

Ordinances:

None.

Resolutions

None.

Visitors, Appearances and Requests:

No one came forward.

Adjourn

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

Meeting adjourned at 7:05 P.M.

Motions and Outcomes:

Motion:	Outcome	Beebe	Howard	Hutchison	Law	Merritt	Smith	Uffelman
Consent Agenda	PASSED	-	Y	Y	-	Y	Y	Y
Motion to approve the intent to award the Meadow Lakes MCC Cabinet to Watertronics in the amount of \$99,956.00.	PASSED	-	Y	Y	-	Y	Y	Y
Approving Letter of Opposition for HB 2816 High Energy Use Facilities	PASSED	-	Y	Y	-	Y	Y	Y
Motion to approve Jeff Papke and Jerry Brummer appointment to the Budget Committee.	PASSED	-	Y	Y	-	Y	Y	Y
Motion to approve the purchase of four police department vehicles.	PASSED	-	Y	Y	-	Y	Y	Y
Adjourn Meeting	PASSED	-	Y	Y	-	Y	Y	Y

Public Records Disclosure

Under the Oregon public records law, all meeting information, agenda packets, ordinances, resolutions, audio and meeting briefs are available at the following URL:

<https://www.cityofprineville.com/meetings> .

Council Goals

	Fiscal Responsibility
	Provide Quality Municipal Services and Programs
	Transparency and Effective Communication
	Position City for the Future
	Community Safety



Prineville City Council Contribution Request Form

The City of Prineville is proud to contribute to organizations that have interest that benefit the citizens of Prineville in line with Council Goals and Objectives. Pursuant to Resolution No. 1517, once the completed application is received it will be forwarded to City Council for sponsorship. Upon a City Council Member's sponsorship, the application shall be presented at the next Regular City Council meeting for City Council's consideration.

Date: 2/14/2023		Name of Organization: Crook County Parks & Recreation Foundation	
Street Address: 296 S Main St			
Town: Prineville		State: Oregon	Zip: 97754
Phone: 541-447-1209		Email: donna@ccprd.org	
Contact Name & Title: Donna DeHaan Business Manager CCRPD			
IRS Tax Status (Example 501(c) 3, 5, 6 or other: 501(c)3			
Give a brief description of your organization including the mission statement, type of service provided:			
CCPRF raises, accepts, and distributes funds to enhance the use, acquisition and development of parkland and recreation facilities and services within the Crook County Parks & Recreation District. Our mission is to bring people from all walks of life together through our beautiful parks, facilities, events, and recreation. The Foundation provides avenues for individuals and business members of our community to support parks & recreation services and facilities through donations and volunteer support.			
Purpose of funds request (attach brochures, pictures, purpose of organization, etc.) Be specific as to what area of your plan where the funds will be used.			
Crook County Parks & Recreation Foundation has a goal of building a large scale playground at Old Stryker Field. This playground will become a treasured asset for our residents. Our desire is for kids and adults to have the ability to learn about our environment, our past, and our future in a fun and interactive way.			
Will funds be used for operational expenses? (Please explain)			
No. Funds will be used to purchase and install new playground equipment for the Stryker Park Playground only.			
Will funds be leveraged with other resources/ partnerships?			
Yes, CCPRD has already received a grant through Central Oregon Health Council. Prineville Kiwanis, Prineville Chamber, Rotary Club of Crook County, community members and businesses have committed donations. In kind donations from SMAF, Fortis Construction, Rosendin, and Pence Kelly have already taken place.			
Funding Amount Requested: \$ 30,000			
Describe how your organization sees this request for meeting the Council Goals & Objectives:			
Crook County Parks & Recreation Foundation requests the City Council's collaboration to help us provide quality recreation for the citizens of Prineville not only in the near future, but for years to come. This request meets the goals of the City Council as follows: 1. Fiscal responsibility: By providing an asset for the community where the public wants to play 2. Provide Quality Municipal Services & Programs: By providing quality services for the livability and desirability of the public through local government relationships and collaboration by working with CCPRF. 3. Position City for the Future: By collaboration with CCPRF to best serve the citizens of Prineville by providing a much needed new all-inclusive playground for the immediate future and years to come.			



Prineville City Council Contribution Request Form

Describe the purpose of the request, the services to be provided and how it relates to the City of Prineville & how this will benefit the citizens of Prineville:

The purpose of this request is that CCPRF needs financial help to move forward with the Stryker Park Playground. Although we have a lot of support from community sponsors, more help is needed to bring this playground to the citizens of Prineville. With Castle Park past its life expectancy, the community is in desperate need of a new, all-inclusive playground for the children of our community. Not only will it provide our youth with new, modern play equipment, but it will address the need for all-inclusive play space for those that otherwise cannot use our playgrounds.

Number of years in operation: 40 years

Has your organization received funds from the city before? If yes, please provide amount and purpose of donation:

Although the City of Prineville provides multiple in-kind donations to help mostly the Crook County Parks & Recreation District maintenance department, I am not aware of the Foundation receiving any funds from the city before.

I hereby certify that I have read and understand the charitable donation request guidelines and that the information provided is true and correct. I understand that the approval and denial of all charitable donation requests is in the sole discretion of the City of Prineville Council and that if the request is approved, a W9 must be on file with the city before funds can be distributed.

Donna Dehaan

Printed Name – Organization’s Authorized Representative

Donna Dehaan

Signature – Organization’s Authorized Representative

ADMINISTRATIVE SECTION:

Date Received: February 16, 2023	
Fiscal Year: 22/23	Fund balance at time of request: \$16,500.00
Council Member to sponsor: Mayor Beebe	
Date Council to review: Feb. 28, 2023	Council: Approved / Denied
If approved, amount Council approved: \$	

City Manager Update to Council

Council Meeting February 28, 2023

Public Safety / Dispatch

Our Police Department provided a police escort out of town for our Crook County High School wrestling team on their way to state championship with lots of sirens, lights, team spirit and community support. Go Cowboys!

PD is continuing their recruitment process with two candidates in background. As of March 1st, two new recruits will be out of training and on the road.

Our newest dispatcher is currently on board and in training and one candidate in background.

Public Works

Jake and I along with Rob and Andrew attended CECIL training and received our certifications to inspect for DEQ Stormwater Permits. Continuing to be a challenge to meet the demands of the environmental related permitting. A new storm drain was installed at Parkview and the Parkview water extension project started Feb. 13th. A new grease trap was installed at Meadow Lakes on the 13th. Capital Improvement Project plans are being finalized for the budget. Final drafts were received last week for all the master plans processes. Recently went through review of our Pavement Condition Index (PCI) process which is done every two years. With our continued investments made to maintain, we successfully raised our score another point to 75. The goal is to get it to 82-85 range. Five hundred (500) feet of 8" water line and a new storm drain has been installed that will tie into the Combs Flat extension project and the Parkview subdivision.

The Prineville Renewable Energy Project (PREP) environmental and economic impact study has been completed, confirming that the project will have a significant and positive impact.

Rail Road

The Rail Road is coming in stronger than usual this time of year with the extra cars. The Rail Road Committee met last week. Matt has been asked to assist with transitioning for Coos Bay Rail in getting their railroad staff lined up for success after a change in management. This is an example of other railroad lines recognizing the outstanding management of our Prineville railroad line.

Meadow Lakes Golf

Meadow Lakes continues to do very well with the milder weather. Designs have been received for the parking lot paving project. Once bids have been received this will likely come to Council for the intent to award.

Airport

Erickson's Air will start flying by the first of March and are planning set up prior to the first. This year, they will be adding night flying training and it is anticipated that they will begin as soon as it is dark and will go for a couple of hours.

Planning

The Planning Commission approved the RV Park on Lynn Boulevard at their meeting last week. Planning has worked through all of the details for the next 3 buildings for Apple and has received the green light. It is expected the three buildings (as identified with their initial application) will build out as the market allows. Investments have continued to be made in significant ground work. One of our industrial businesses has acquired additional land and intends on a small expansion. The EV Station project went back out to bid.

Human Resources – Nothing to report.

Information Technology

City Hall has been migrating over to Office 365 for email last week.

Finance

It is that time of year where it is all about budget for Finance and other departments.

City Recorder/Risk Management – No Update

City Legal – No Update

EDCO

Kelsey remains busy with inquiries and will be coming to Council on March 14th to go over the Enterprise Zone renewals as discussed with council. Caroline and Kelsey continue to track and provide testimony pertaining to extension of the enterprise zone program.

Public Relations – Nothing to report.

Mayor/Council

League of Oregon Cities Spring Conference registration opened on February 22nd and there is still time to register. Staff met with Jillian Taylor Consulting and will be getting dates of availability to base a doodle poll to Council around. Keep a look out for the invitation to participate in the poll. The first meeting with Jillian will be with Council only participation.

Other – No Update



STAFF REPORT

MEETING DATE:	2/28/2023	PREPARED BY:	Casey Kaiser
SECTION:	Resolutions	DEPARTMENT:	Public Works
CITY GOAL(S):	Position the City for the Future, Provide Quality Municipal Services		
SUBJECT:	Resolution 1547 – Authorizes the Agreement with OID for City to contribute matching funds to the Ironhorse Canal Piping project.		

REASON FOR CONSIDERATION: To provide funding support to allow OID to complete the canal piping project that will pipe the section of currently open irrigation canal that extends from a point near Barnes Butte Elementary School to Yellowpine Rd. crossing the Barnes Butte Recreation Area.

BACKGROUND: Ochoco Irrigation district is embarking on a major irrigation system modernization project that will significantly increase the efficiency of the delivery of irrigation water to several areas of their district. One component of the project is piping the currently open canal section that crosses the City owned Barnes Butte Recreation area. This segment also parallels and is immediately adjacent to the City's Combs Flat Road Extension project currently in the final design phase. There are many benefits to the City to have this section of the canal piped. Because of those benefits Council determined it was in the best interests of the City to assist OID in completing the project by providing matching funds to the grant monies that OID was successful in securing. In January 2022 Council directed staff to move forward with designing the Combs Flat Road Extension project and work with OID's engineers on the design of the parallel canal pipe adjacent to the roadway. Additionally, staff was directed to seek funding for both the Combs Flat Extension road project as well as the matching funds for OID's canal piping project.

Staff has obtained 9.4 million in funding from Federal ARPA dollars and would like council to now consider approving Resolution 1547 authorizing the agreement to provide a 25% match of up to 2 million dollars in funding to Ochoco Irrigation District's canal piping project.

The primary benefits to the City are as follows:

1. Eliminates the need for 3 bridges within the Combs Flat Rd. Extension project, saving the City approximately **6 million dollars** in costs to the project.
2. Public Safety – Eliminates risks associated with open canals within the Barnes Butte Recreation Area such as injury, accidents, and drowning deaths.
3. Realignment of the current canal increases the land available for residential development and provides the public use of the land associated with the existing open canal as part of the Barnes Butte Recreation Area.
4. Provides rough grading work needed for the City's Combs Flat to Peters Rd. extension project.

FISCAL IMPACT: The agreement would commit the City to contributing a maximum of \$2,000,000.00 to the project. The source of the funds is 9.4 million dollars of ARPA funds the city received for the Combs Flat Road Extension and Canal Piping projects.

RECOMMENDATION: Staff recommends approving Resolution 1547 authorizing the agreement with Ochoco Irrigation District to provide up to \$2,000,000.00 in matching funds to the Ironhorse Canal Piping project.

RELATED DOCUMENT(S): Resolution 1547, Combs Flat Rd. Extension Whitepaper, OID Funding Agreement

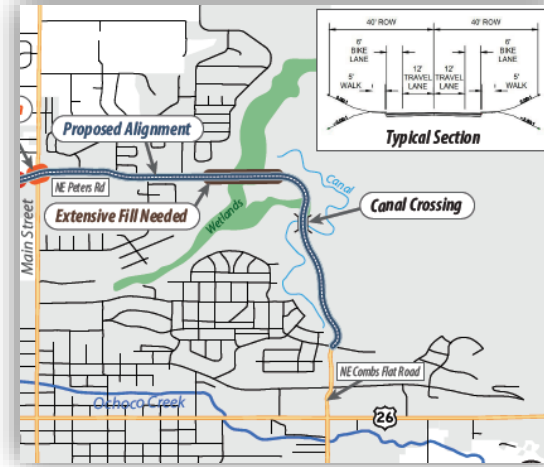
COMBS FLAT ROAD EXTENSION PROJECT



Project Summary

The City of Prineville's transportation system exists at the convergence of six highways into the NW/NE 3rd/US 26 corridor, which is surrounded by the greatest concentration of homes and businesses in the city. This dual purpose of transportation and commercial/residential use creates a tension between being a safe, livable area for residents to go about their daily lives and businesses to operate while providing mobility through the area. The City of Prineville has identified a bypass route as the most efficient way to address the capacity, access, and safety issues facing the city and has elected to extend Combs Flat Road the city and has elected to extend Combs Flat Road north to NE Peters Road. This will provide alternative traffic routing to the new Barnes Butte Elementary School and St. Charles hospital while helping to relieve traffic congestion at key intersections, thereby improving public safety for pedestrians, bikes, and vehicles. It will also connect bike and walking paths, creating safer routes to schools.

The Ochoco Irrigation District (OID) is competing a major Infrastructure Modernization project that seeks to improve water conservation and water delivery reliability through the installation of 16.8 miles of buried pipeline, installing four new pump stations and associated pipe, and canal improvements along 15.2 miles of canal where needed.



The Combs Flat Road extension will be done in conjunction with the Ironhorse portion of the irrigation modernization project. Completing these two projects in parallel, which involves piping and realignment of the current canal, provides cost savings for OID through a reduction in the amount of pipe required and cost savings of approximately \$4 million for the City of Prineville through the mitigation of two bridges.

Additionally, completing the projects in parallel creates an opportunity for the City of Prineville to contribute a financial and/or in-kind match for OID's grant funding.

Total Estimated Cost: \$24,000,000

Project Benefits

- 1. Improved public safety**
 - Eliminates risks of open canals such as injury, car accidents, drowning deaths
 - Eliminates risk of canal breaching events
 - Reduces traffic at key intersections
 - Creates safe routes to schools & services
- 2. Improved Transportation Infrastructure**
 - Est. 10% reduction in highway travel
 - Provides secondary route to 3rd Street for businesses and residences
- 3. Water savings/quality improvement**
 - Piping the Ironhorse section is necessary for OID to complete the McKay Switch, which will dedicate 11.2 CFS into McKay Creek to increase flow, lower water temperatures and improve fish passage, all while providing landowners with more reliable water rights
 - Adds capacity and resiliency for OID
 - Reduces aquatic herbicide application
- 4. Housing**
 - Realignment of current canal will increase number of home sites available
 - Increases land values
- 5. Cost Savings**
 - Reduces OID's ongoing costs for canal cleaning, repair, herbicide, & inspection
 - Three bridges mitigated saving \$6 million

"The McKay Creek Water Rights Switch Project is truly a win-win for the agricultural and aquatic communities that depend on McKay Creek. As an intermittent creek, irrigators are typically without water by early July. As part of this project, they will now receive water from Prineville Reservoir as patrons of OID, via a newly installed pipeline. This will extend their growing season and increase their crop yield significantly. In addition, by transferring their water rights instream, landowners will improve habitat conditions for reintroduced Chinook salmon and steelhead by extending both the amount of water that is in the creek and the length of time the water is present." – Deschutes River Conservancy

**RESOLUTION NO. 1547
CITY OF PRINEVILLE, OREGON**

**A RESOLUTION APPROVING FUNDING AGREEMENT BETWEEN CITY OF
PRINEVILLE AND OCHOCO IRRIGATION DISTRICT REGARDING COMBS FLAT
ROAD IMPROVEMENTS**

Whereas, Ochoco Irrigation District (“OID”) seeks to install buried pipeline in place of its current open canal (“Project”).

Whereas, the estimated costs for the Project are approximately \$6,400,000.00, with funding expected to come from congressionally directed spending through the Watershed Protection and Flood Prevent Act (PL-566).

Whereas, OID expects roughly \$4,800,000.00 of funding through PL-566.

Whereas, the Project benefits the City of Prineville (“City”) as it parallels the City’s intention of the Combs Flat Road Extension, and the Project would improve public safety, improve transportation infrastructure, water savings/quality improvement, increased housing, and costs savings to the City.

Whereas, the City and OID have negotiated a Funding Agreement (“Agreement”), attached to this Resolution and incorporated herein.

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

Approved by the City Council this ____ day of February, 2023.

Rodney J. Beebe, Mayor

ATTEST:

Lisa Morgan, City Recorder

FUNDING AGREEMENT
between
CITY OF PRINEVILLE and OCHOCO IRRIGATION DISTRICT

THIS FUNDING AGREEMENT (“Agreement”) is executed and effective as of the last date written below by and between **Ochoco Irrigation District**, a quasi-municipal corporation under ORS chapter 545 (“OID”) and the **City of Prineville**, an Oregon municipal corporation (“City”). Both OID and City shall be known as “Party” and collectively “Parties.”

RECITALS

- A. OID seeks to install buried pipeline in place of the current open canal, including a portion referred to as the Ironhorse section, depicted on Exhibit A, which is incorporated herein, and hereinafter referred to as “Project.”
- B. The estimated costs for the Project are approximately \$6,400,000.00, with funding expected to come from congressionally directed spending through the Watershed Protection and Flood Prevent Act (PL-566).
- C. OID expects roughly \$4,800,000.00 of funding through PL-566.
- D. The Project benefits the City as it parallels its intention of the Combs Flat Road Extension, and the Project would improve public safety, improve transportation infrastructure, water savings/quality improvement, increased housing, and costs savings to the City.
- E. The City is willing to provide Project Assistance in the form of funds through direct appropriations and in-kind contributions.

NOW, THEREFORE, in consideration of the foregoing, the covenants and agreements of the Parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

- 1. **Project Assistance Activities.** The specific project development activities for the Project that are subject of this Agreement are replacing the existing pipe and open canal from NE Laughlin to NE Yellowpine with buried irrigation pipe.
- 2. **Term. Survival.** This Agreement is effective from the date last written below until the completion of the Project unless terminated earlier in accordance with Section 5 below. Sections 6 and 8 and any other provisions of this Agreement, which by their nature extend beyond the term of this Agreement, shall survive termination of this Agreement.
- 3. **City of Prineville Project Assistance Funding.** Provided that this Agreement is fully executed, City will provide up to a maximum of twenty-five percent of the total project Costs or \$2,000,000.00, whichever is the lessor (the “Maximum City Funding Commitment”) towards the Project in the form of direct funds subject to the terms and conditions of this Agreement. Funds

that have been reserved under this Agreement for the Project are not transferable to other projects or activities.

4. **City of Prineville Contributions.** In addition to the funding set out above, the City shall provide in-kind contributions to the Project at the fair market value of the service, upon the mutual agreement of the Parties.

5. **Documentation Required for Payment.** Upon execution of this Agreement, OID will provide City with a completed IRS Form W-9. District is solely responsible for ensuring that the Project complies with all federal, state, local, and utility specifications and requirements. City shall have 45 days from City's receipt of all required information for payment processing.

6. **Termination.** City may terminate this Agreement upon ten (10) days' advance written notice to OID, if it determines that OID has utilized the funds for other projects or activities. This Agreement may be terminated by the mutual consent of the Parties, or in the event of Default, which shall be the noncompliance with the terms of the Agreement after a Party has received at least thirty (30) days' notice of the noncomplying term and has failed to cure the breach.

7. **Indemnification.** City and District shall indemnify, save harmless and defend each other, their officers, agents and employees from and against any and all claims, lawsuits or actions for damages, costs, losses and expenses, arising from City or District's provision of services under this Agreement.

8. **No Obligation; No Third-Party Beneficiaries.** OID understands that City's approval of any funding towards the Project described in this Agreement does not imply any commitment by City to provide any additional funding to OID for any additional project development work. This Agreement is made and entered into for the sole purpose and legal benefit of OID and City, and no other person shall be a direct or indirect legal beneficiary of, or have any direct or indirect cause of action or claim in connection with, this Agreement.

9. **Governing Law; Attorneys' Fees; Severability.** This Agreement shall be exclusively governed by and construed in accordance with the laws of the State of Oregon, without regard to any conflicts of laws rules thereof. The exclusive jurisdiction for resolution of such disputes will be Oregon, with venue within Crook District, Oregon. In the event that any Party initiates proceedings to enforce this Agreement or the application of such provisions to a Party or circumstances shall be determined by any court of competent jurisdiction to be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement shall remain in full force and effect, unless such construction would be unreasonable.

10. **No Endorsement.** City and/or its representatives do not endorse any manufacturer, contractor, equipment, or system design in delivering this Project.

11. **Integration; Amendment; Interpretation.** This Agreement supersedes all other agreements between the Parties regarding the subject matter and contains their entire understanding as to its subject matter. No amendment to this Agreement will be effective unless

it is in writing and duly executed by authorized representatives of the Parties. This Agreement is the result of negotiations between the Parties and shall be deemed to be the product of each party hereto, and there shall be no presumption that an ambiguity should be construed in favor of or against OID or the City solely because of such Party's actual or alleged role in the drafting of this Agreement.

12. **Assignment.** This Agreement is personal to the Parties and cannot be assigned by either Party without the written consent of the other. Should consent be required under this Agreement, such consent shall not be unreasonably withheld. The foregoing notwithstanding, this Agreement will be binding on, and will inure to the benefit of the Parties and their respective successors and permitted assigns.

12. Miscellaneous.

12.1 **No Agency or Partnership Created.** It is agreed by and between the parties that each of them is carrying out functions on its own behalf, and that neither has the right of direction or control of the manner in which the other party delivers services or materials under this Agreement and that neither party exercises control over the activities of the other when providing services or materials hereunder. City and District are not, by virtue of this Agreement, partners or joint venturers in connection with activities carried out under this Agreement and shall have no obligation with respect to each other's debts or any other liabilities of each and every nature.

12.2 **Limitations.** This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore.

12.3 **Compliance.** Parties shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, Parties expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

12.4 **Delegation and Reports.** Neither party may delegate its obligations under this Agreement to any other agency, and each party shall provide the other with access to all records pertaining to the services provided by each respective party.

12.5 **Severability.** Each provision contained in this Agreement will be treated as a separate and independent provision. The unenforceability of any one provision will in no way impair the enforceability of any other provision contained herein. Any reading of a provision causing unenforceability will yield to a construction permitting enforcement to the maximum extent permitted by applicable law.

12.6 **Binding Effect and Modification.** This Agreement will be binding on the parties and their respective heirs, executors, administrators, successors, and permitted assigns and will inure to their benefit. This Agreement may be amended only by a written agreement signed by each party. The parties will execute all documents or instruments and will perform all lawful acts necessary or appropriate to secure their rights hereunder and to carry out the intent of this Agreement. All exhibits and other documents referenced in this Agreement are part of this Agreement.

12.7 **Applicable Law and Attorney Fees.** This Agreement will be construed, applied, and enforced in accordance with the laws of the State of Oregon. Any action or proceeding arising out of this Agreement will be litigated in courts located in Crook County, Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Crook County, Oregon. With respect to any dispute relating to this Agreement, or if a suit, action, arbitration, or other proceeding of any nature whatsoever is instituted to interpret or enforce the provisions of this Agreement, including, without limitation, any action, suit, arbitration, or proceeding seeking a declaration of rights or rescission, each party will be responsible for its attorney fees, paralegal fees, expert fees, and all other fees, costs, and expenses incurred in connection therewith.

12.8 **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., “pdf”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

12.9 **Entire Agreement.** This Agreement represents the entire agreement between the Parties relating to the subject matter hereof. This Agreement alone fully and completely expresses the agreement of the Parties relating to the subject matter hereof. There are no other courses of dealing, understanding, agreements, representations, or warranties, written or oral, except as set forth herein.

12.10. **Authority.** Each of the individuals signing this Agreement represent and warrant that he or she has been properly authorized to enter into this Agreement.

[Signature Page to Follow]

IN WITNESS HEREOF, City and District have caused this Agreement to be signed and executed this Agreement, as of the date set out below.

CITY OF PRINEVILLE

By: _____
Rodney J. Beebe, Mayor

By: _____
Steve Forrester, City Manager

Date

Date

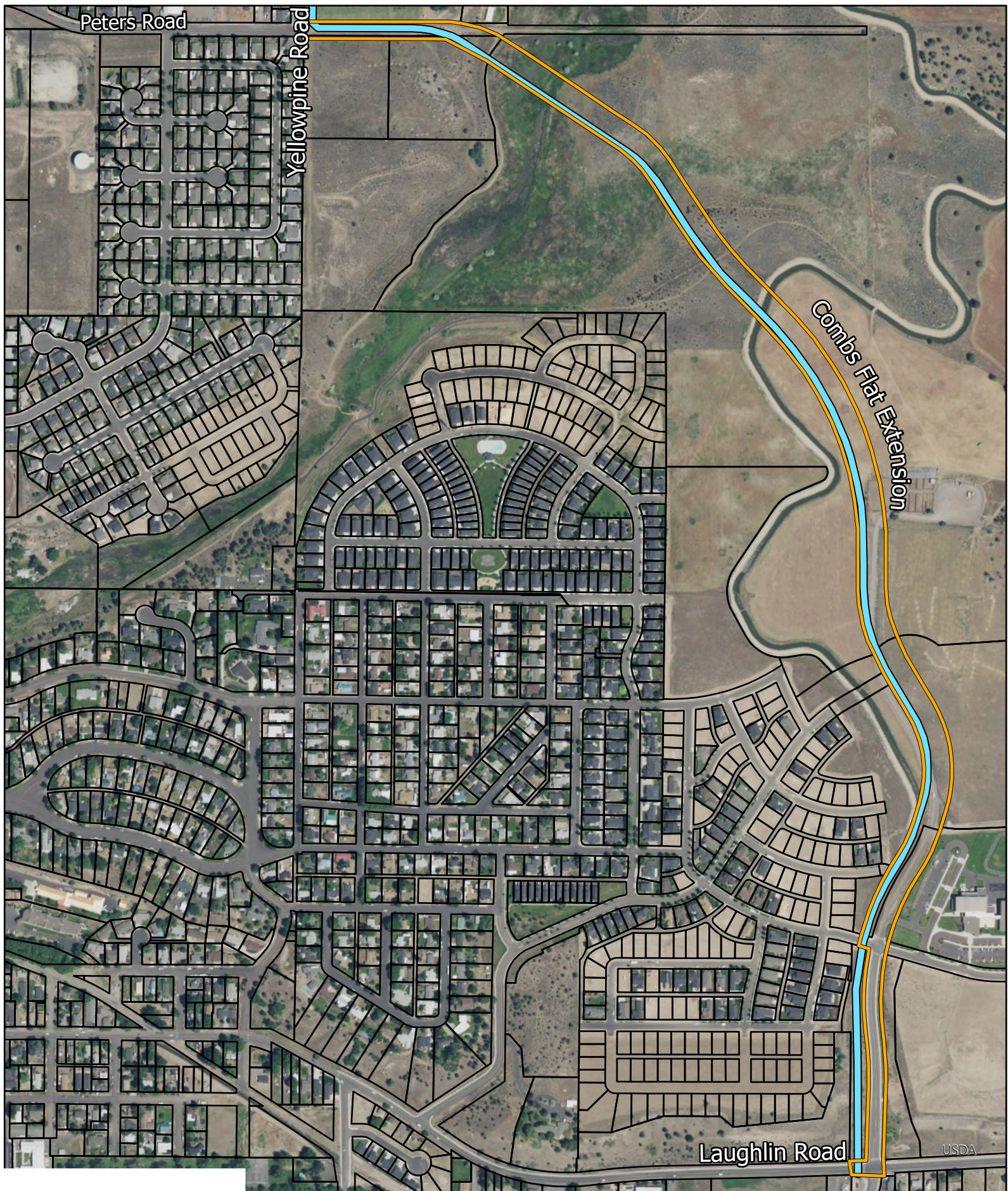
OCHOCO IRRIGATION DISTRICT

By: _____
Wade Flegel, Board Chairman

By: _____
Bruce Scanlon, Manager

Date

Date



- Legend**
- Existing & Future ROW
 - Future OID Pipe
 - Taxlots

OID Piping Project

Exhibit A

23



STAFF REPORT

MEETING DATE:	2/28/2023	PREPARED BY:	Lori Hooper
SECTION:	Staff Reports and Requests	DEPARTMENT:	Finance Department
CITY GOAL:	Fiscal Responsibility and Position City for the Future		
SUBJECT:	Resolution no. 1548 – Authorizing Internal Borrowing for Police Vehicles		

REASON FOR CONSIDERATION: Currently borrowing rates for vehicles are ranging from 5.5 percent to 7 percent. The City is in a position to be able to do an internal borrowing at a lower rate to fund the police cars and their outfitting. The estimate for the cars with their outfitting is approximately \$380,000.

BACKGROUND: City Council approved the purchasing of 4 new police vehicles ahead of the original FY 24 schedule on February 14, 2023. To pay for these cars and their outfitting, the City has several options. These options are pay cash, go out for a loan or do an internal borrowing.

Currently, the City is earning 3.75 percent on its cash on hand through the Local Investment Government Pool. The City reached out to one of the banks that they have an established relationship with and asked for a quote for a loan for the vehicles and the outfitting. What the bank offered was an interest rate of 5.9 percent and there were closing costs and some administrative work to consider in their proposal.

The City has dollars, above and beyond what is required, in the POB / PERS debt service fund. The fund balance for the POB/ PERS Fund, as of February 22nd, is approximately \$1.81 million. Per the City's fiscal policy, debt service requirements for our PERS loan is expected to be roughly \$358,900 for BN 25. The City has been building the fund balance with the intent of starting another side account with PERS to continue to stabilize PERS rates. There have been indications from the State of Oregon that they could provide another incentive program for starting new side accounts in a few years.

Per ORS 294.468, the City is allowed to do an internal borrowing from a debt service fund as long as certain criteria are met. These criteria include ensuring that debt service reserve requirements are not affected, loan and or bond covenants are still met, and that the interest rate charged for the internal borrowing is not less than what is currently being earned on the dollars on hand.

Doing an internal borrowing allows more flexibility over a traditional bank loan. There are less fees, administrative work and less covenants. Paying cash for the police cars versus using the option of the internal borrowing would drain cash reserves to be significantly below policy. The City would also lose the opportunity to earn interest on the cash, which offsets the interest paid for the loan.

FISCAL IMPACT: If approved, this will require an adjustment to the budget prior to yearend. The POB / PERS fund will earn 4 percent from the internal borrowing that will come from the General Fund. The internal borrowing would be paid back over a 3-year period and those debt payments would be budgeted in FY 24, FY 25 and FY 26. Below is the amortization schedule that would be followed.

Debt Schedule

Proceeds Date - 6/1/23				
Payment Frequency - Annual				
Year of Maturity - 2025				
Interest Rate - 4%				
Total Loan Amount - \$380,000				
Fiscal Year	Payment Date	Principal	Interest	Total Payment
FY 24	11/30/2023	\$ 126,666.00	\$ 7,600.00	\$ 134,266.00
FY 25	11/30/2024	\$ 126,666.00	\$ 10,133.36	\$ 136,799.36
FY 26	11/30/2025	\$ 126,668.00	\$ 5,066.72	\$ 131,734.72
	Total	\$ 380,000.00	\$ 22,800.08	\$ 402,800.08

RECOMMENDATION: City staff recommends approving Resolution No. 1548, a resolution authorizing internal borrowing for new police vehicle purchases.

**RESOLUTION NO. 1548
CITY OF PRINEVILLE, OREGON**

**A RESOLUTION AUTHORIZING INTERNAL BORROWING FOR NEW POLICE
VEHICLE PURCHASES**

Whereas, the City of Prineville (“City”) Police Department requires four (4) new police vehicles for its operations to protect and serve the Citizens of the City; and

Whereas, the total cost of the new police vehicles with all needed equipment is \$380,000.000, which will be paid from borrowed funds; and

Whereas, repayment of the loan used to purchase the vehicles will be spread over three (3) fiscal years beginning with fiscal year 2023-2024; and

Whereas, the City's borrowing rate from a financial institution for the vehicle purchases is 5.9 percent (5.9%) per year; and

Whereas, City has funds in the POB / PERS Fund that could be used to purchase the vehicles and such funds are invested in the Local Government Investment Pool, currently paying 3.75 percent (3.75%) annual interest; and

Whereas, the City could purchase the vehicles and equipment from City cash assets with the Police Department paying off the purchase price over three years paying a four percent (4%) interest rate;

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

1. A loan from the City's POB/ PERS Fund in the amount of \$380,000 to purchase four (4) police vehicles with interest at the rate of four percent (4%) per year to be paid over three years beginning with fiscal year 2023-2024 is hereby approved.
2. City staff is authorized to take the necessary steps to carry out the terms of this Resolution.

Approved by the City Council this ____ day of February, 2023.

Rodney J. Beebe, Mayor

ATTEST:

Lisa Morgan, City Recorder

**RESOLUTION NO. 1549
CITY OF PRINEVILLE, OREGON**

**A RESOLUTION AUTHORIZING THE CITY OF PRINEVILLE TO ENTER INTO AN
INTERGOVERNMENTAL AGREEMENT WITH CROOK COUNTY SCHOOL
DISTRICT**

Whereas, the City of Pineville (“City”) acting by and through its Prineville Police Department (“PPD”) and Crook County School District (“CCSD”) previously entered into an Intergovernmental Agreement pursuant to ORS 190.010 dated July 17, 2018 (“IGA”).

Whereas, the original term for the IGA expires on June 30, 2023; however provides for additional one-year renewal terms.

Whereas, CCSD has prepared an Intergovernmental Agency Agreement (“Agreement”) for City’s consideration.

Whereas, Agreement is authorized by ORS 190.010.

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 Agency Agreement attached to this Resolution between the City and CCSD is hereby approved and that the Mayor is authorized and instructed to sign such Intergovernmental Agency Agreement on behalf of the City.

Approved by the City Council this ____ day of February, 2023.

Rodney J. Beebe, Mayor

ATTEST:

Lisa Morgan, City Recorder

**INTERGOVERNMENTAL AGENCY AGREEMENT:
CROOK COUNTY SCHOOL DISTRICT
AND
CITY OF PRINEVILLE**

This amendment is entered into by the Crook County School District (hereinafter “CCSD”) and the City of Prineville Police Department (hereinafter “PPD”). Together, CCSD and PPD may be referred to as “the Parties.”

R E C I T A L S

WHEREAS, CCSD and PPD are units of local government, as that term is defined in ORS 190.003 and have previously entered into an Agreement pursuant to ORS 190.010;

WHEREAS, the previous Agreement was for the purpose of maintaining a continuous and positive police presence in the Crook County schools during the school year; the Agreement expires on June 30, 2023; and the Agreement provides for additional one-year renewal terms; and

WHEREAS, CCSD and PPD acknowledge that both parties benefit from the assignment of a School Resource Officer (SRO) and desire to extend the previous Agreement.

A G R E E M E N T

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

All terms of the previous Agreement remain in effect with the following exceptions:

Section 2.b:

CCSD will reimburse in accordance with the funding schedule provided in this section of this Agreement.

“Total personnel cost” for each SRO includes annual wages (including overtime, incentives, and training), employer-paid health insurance benefits, employer-paid PERS costs, and required employer-paid payroll taxes.
Total personnel cost will be divided by 2,080 hours per year to determine the total hourly wage. The total hourly wage will be multiplied by 8 hours per day, and multiplied by the number of days to be funded by CCSD according to the following schedule:

	SRO 1 Hours:		SRO 2 Hours:	
	CCSD	PPD	CCSD	PPD
2023-2034	171	89	171	89

The result will be the dollar amount to be billed to CCSD.

Section 4:

Term of the Agreement. The parties agree that this Agreement shall renew on July 1, 2023, and remain in effect until June 30, 2024 or unless terminated as set forth in section 10. The parties may extend this Agreement for an additional one-year terms. Any renewals and/or changes to this Agreement must be in writing, in the form of an amendment to this Agreement and signed by both parties.

1. Signatures.

FOR CROOK COUNTY SCHOOL
DISTRICT

FOR THE CITY OF PRINEVILLE
POLICE DEPARTMENT

Anna Logan

Signature

Signature

Anna Logan, Chief Financial Officer

Printed Name/Title

Printed Name/Title

2/15/2023

Date

Date

INTERGOVERNMENTAL AGENCY AGREEMENT:

CROOK COUNTY SCHOOL DISTRICT

AND

CITY OF PRINEVILLE

The Crook County School District (hereinafter "CCSD") and the City of Prineville Police Department (hereinafter "PPD") enter into this agreement on June 26, 2018 and the District and PPD hereby agree to the following:

RECITALS

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

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

WHEREAS, CCSD and PPD acknowledge that both parties benefit from the assignment of a School Resource Officer (SRO);

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

AGREEMENT

1. Purpose of and Effective Date of Agreement.

The purpose of this Agreement is to define the roles, responsibilities, and funding obligations of both CCSD and PPD for the purpose of maintaining a continuous and positive police presence in the Crook County schools during the school year.

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

- a) CCSD shall provide a work area at the school sites for the SROs, assist the SROs in disseminating information to the staff, teachers, students, and parents concerning the SRO positions and projects, and coordinate with the SROs and PPD for any training of staff, teachers, and/or students.

b) Reimburse the PPD in accordance with the funding schedule provided in this section of this Agreement.

“Total personnel cost” for each SRO includes annual wages (including overtime, incentives, and training), employer-paid health insurance benefits, employer-paid PERS costs, and required employer-paid payroll taxes.

Total personnel cost will be divided by 2,080 hours per year to determine the total hourly wage. The total hourly wage will be multiplied by 8 hours per day, and multiplied by the number of days to be funded by CCSD according to the following schedule:

	SRO 1 Hours:		SRO 2 Hours:	
	CCSD	PPD	CCSD	PPD
Year 1 (2018-2019)	171	89	260	0
Year 2 (2019-2020)	171	89	260	0
Year 3 (2020-2021)	171	89	208	52
Year 4 (2021-2022)	171	89	182	78
Year 5 (2022-2023)	171	89	171	89
Thereafter	171	89	171	89

The result will be the dollar amount to be billed to CCSD.

c) CCSD acknowledges that there will be a delay in providing an officer in Year 1 due to the time needed to hire and train a new officer. To help mitigate the expense incurred to CCSD in Year 1, the PPD will credit the billing in Year 5 for the number of school days funded by CCSD during which the newly hired officer (SRO 2) was not in service for CCSD.

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

- a) Hire, employ, and assign law enforcement officers to each of the two SRO positions with the Crook County School District. The SROs will be hired on a permanent basis and will be officers who are authorized by law, or a state or local public agency, to engage in or oversee the prevention, detection, or investigation of violations of criminal laws. PPD will train, supervise, schedule, and compensate the SROs.
- b) Supply the SROs with uniforms, vehicles, radios, and any other equipment necessary to carry out the duties in association with this Agreement.
- c) Schedule the SROs to ensure that at least 75% of the time spent by the SROs is involved with schools and related activities.
- d) Provide an invoice to CCSD annually, which will serve as a reimbursement request.

- e) PPD shall not disclose education records obtained in the course of performing duties under this Agreement.
 - f) PPD shall not disclose education records obtained in the course of performing duties under this Agreement;
4. Term of the Agreement. The parties agree that this Agreement shall be in effect for five years. This Agreement becomes effective upon execution by both parties and shall commence on July 1, 2018, and remains in effect until June 30, 2023 or unless terminated as set forth in section 10. The parties may extend this Agreement for an additional one-year terms. Any renewals and/or changes to this Agreement must be in writing, in the form of an amendment to this Agreement and signed by both parties.

5. Indemnification.

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

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

6. Assignment. Neither party to this Agreement may assign its interest in the Agreement without the express written consent of the other party.
7. Compliance With Laws. During the entire term of this Agreement, the parties shall comply in every respect with all laws, rules and regulations of the State of Oregon as well as Family Educational Rights and Privacy Act 20 U.S.C. §1232g and Family Education Rights and Privacy, 34 C.F.R. Part 99 and CCSD policies.
8. Waiver. No waiver of any portion of this agreement shall be deemed or shall constitute a waiver of any other portion thereof, nor shall any waiver constitute a continuing waiver.

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

10. Termination or Suspension of Performance. This Agreement may be terminated by mutual consent of both parties, or by either party by providing 90 days' written notice. Any termination of this contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to the notice of termination.

11. Integration Clause. The foregoing represents the entire agreement between the parties and any prior understanding or representations of any kind preceding the date of this Agreement shall not be binding upon the other party except to the extent incorporated in this Agreement.

12. Modifications. No modification of this Agreement shall be binding upon the parties unless reduced to writing.

13. Signatures.

FOR CROOK COUNTY SCHOOL DISTRICT

FOR THE CITY OF PRINEVILLE POLICE DEPARTMENT


 Signature


 Signature

DUANE YECHA / Supt.
 Printed Name/Title

Steve Forrester / City Mgr. Prineville
 Printed Name/Title

6/26/18
 Date

7/17/18
 Date