



Location: City Hall – Council Chambers  
Date: April 27, 2021  
Time: 6:30 PM

## City Council Meeting Agenda

Mayor Jason Beebe, Council Members Steve Uffelman, Janet Hutchison,

Patricia Jungmann, Gail Merritt, Jeff Papke, Raymond Law and City Manager Steve Forrester

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

### Call to Order

### Flag Salute

### Additions to Agenda

### Consent Agenda

- [1.](#) Regular Meeting Brief 4-13-2021
- [2.](#) PD Property Conversion

### Visitors, Appearances and Requests

### Council Business

- [3.](#) Reading of Proclamation - April Fair Housing Month - Mayor Beebe
- [4.](#) Intent to Award Purchase Golf Carts - Zach Lampert

### Staff Reports and Requests

5. City Managers Report - Steve Forrester
- [6.](#) Project Priorities - American Rescue Plan - Steve Forrester / Eric Klann

### Committee Reports

### Ordinances

### Resolutions

- [7.](#) Resolution No. 1481 - Authorizing the City to Enter Into an Intergovernmental Agreement with Crook County for Chip Seal - Scott Smith
- [8.](#) Resolution No. 1482 - Amending Prineville Policies During the COVID-19 Pandemic - Jered Reid



- [9.](#) Resolution No. 1483 - Authorization to Efficiently Minimize or Mitigate the Effects of the COVID-19 Pandemic - Jered Reid
- [10.](#) Resolution No. 1484 - Authorizing the City to Enter Into a Project Development Assistance Incentive Funding Agreement with Energy Trust of Oregon - Eric Klann
- [11.](#) Resolution No. 1485 - Authorizing Agreement Between City of Prineville and Prineville Campus, LLC - Matt Wiederholt
- [12.](#) Resolution No. 1486 - Annexing Certain Property Into the City of Prineville - Josh Smith

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

*13. Due to COVID-19 and in an effort to eliminate the exposure and spread of COVID-19, anyone wishing to submit public comment or comments, either to a specific agenda item or otherwise may do so in written format via email at [cityhall@cityofprineville.com](mailto:cityhall@cityofprineville.com) or by mail to 387 NE Third Street, Prineville, OR 97754. Any written submission must include the sender's name, address and be received no later than 4:00 p.m. the day of the meeting. Any comments received prior to the meeting will be shared with the City Council, posted on our City website and become part of the meeting record.*

### **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**  
**April 13, 2021**

**Council Members Present:**

Janet Hutchison  
Ray Law  
Jeff Papke  
Jason Beebe

Patricia Jungmann  
Gail Merritt  
Steve Uffelman

**Council Members Absent**

None.

**Additions to the Agenda**

Council Business – Consideration of Fair Housing Proclamation, Item No. 5

**Consent Agenda**

1. Regular Meeting Brief 3-23-2021
2. PD Property Conversion

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

**Visitors, Appearances and Requests:**

**Public Appearances**

No written comments were received.

**Council Business**

3. **Consider Partial Vacation of NW Beaver – Josh Smith**

Josh Smith, Planning Director provided background information along with an illustration of the area. Mr. Smith explained that Bailey's owns both sides of the alley now. Parr Lumber recently acquired some property and wants to gain access.

Mr. Smith went through procedures involved in a vacation. In this situation it is staff's belief that by council motion would be the appropriate process rather than petition.

Discussions continued regarding two homes on Beaver that have Beaver addresses. The stub in alley would remain for sewer access. Charges for a vacation if they petition versus if the city does it, we wouldn't charge because there is less staff time required. If there is value on the land. Cars parked there now that have plenty of frontage and side property where they could park their cars; noticing requirements. Doing this is what we would do regardless if it is a business or a residence. The only real effect of this vacation is on the house that is parking the cars in front of other people's property. Parr Lumber paved a part of Beaver street many years ago. Parr Lumber is hoping to go underground with power and redesign yard and circulation.

Mr. Smith explained the vacation process timing.

**Councilor Hutchison made motion to approve as proposed. Jered Reid, City Attorney clarified the appropriate motion. Merritt seconded. Discussion on motion. Is there going to be a public hearing? There will be a public hearing during the ordinance to vacate. Will come back at first meeting in May. Mr. Reid clarified that this motion is just approving to move forward with vacation process. No further discussion. Motion carried.**

#### **4. Discussion on Amending Resolution No. 1441 – Jered Reid**

Mr. Reid explained that we would be looking at this resolution prior to the end of April. Staff started to look into what the current risk level effects the resolution. Mr. Reid talked about video meetings for Council; and is there a need or desire to move into an in person meetings format.

Mayor Beebe said he would like to go back in to meeting in person. Councilor Hutchison would like to see it go back to in person if we have a place to meet safely in person. Councilor Merritt agrees with Councilor Hutchison. Councilor Jungmann agrees with everything said however how does that relate to citizens?

Discussions continued that there would still be limitations for social distancing in person; there would still need to be a video transmission or telephonic and we can't completely do away with that.

Councilor Papke would like to see us back together face to face. Councilor Law asked if there would still be a way for council to attend by video if there was a reason they could not attend in person. Mr. Reid explained that we need to talk about how that would look moving forward.

#### **5. Consideration of a Proclamation – April Fair Housing Month – Mayor Beebe**

Mayor Beebe talked about information and request he received regarding the fair housing proclamation. He agreed to take it on as sponsor. Council did not have any objections. The proclamation will come back for reading at next council meeting.

**Staff Reports and Requests:**

**6. Manager’s Report – Steve Forrester**

Mr. Forrester reported: there is another ZTEL meeting next Thursday. Crook County COVID cases are raising and will change us to moderate if not higher for the rating week, and proves that COVID is still with us. The next Crestcom training will be held on May 19<sup>th</sup>. Our city leadership team has been working with PPOA. Eric Klann, City Engineer has been leading staff on the development plan for the Barnes Butte property and will reach out to council regarding that. We are waiting for the certificate of occupancy for the new police facility and moving could begin as soon as April 19<sup>th</sup>.

Mr. Reid provided an update for Resolution No. 1474, explaining we sought resolution validation with the Circuit Court and we should expect an opinion this week or next and he will report at the next council meeting.

Councilor Uffelmann asked if there were any statements filed against the resolution. Mr. Reid said no, there were no comments so it was by default. There are parts that could be changed or it be in its entirety. Though he fully expects some changes to be made.

**Committee Reports**

Councilor Hutchison said the behind the scenes at the airport was great and thanked Mr. Forrester for sending out, and the Mayor for doing it.

Councilor Merritt stated that Barnes Butte is looking good and getting cleaned up.

Mr. Forrester said Mr. Klann and his team are doing a great job and the Barnes Butte was a result of being in the right place at the right time along with the partnerships and water rights gained.

Mr. Klann thanked Councilor Merritt for being big part of it and the rest of council for their support and explained that Happy Hour Plateau was named by Stanley Flynn. Staff has increased meetings, as well as looking at funding opportunities. We also hope for a couple councilors who would like to be on the Barnes Butte Recreation Area committee.

Councilor Jungmann gave a shout out to Parker for raising money for NeighborImpact.

Mayor Beebe talked about Rimrock Trails and the youth that would like to get involved with the city and that he volunteered to help them find ways to get involved with city activities.

Councilor Hutchison thanked Councilor Jungmann for the email message that she sent out on the NeighborImpact report and kudos to NeighborImpact for all the households they have served

There were no further reports.

**Ordinances:**

None.

**Resolutions:**

**7. Resolution No. 1480– Approving Master Grant Agreement with ODOT Regarding Fund Exchange Program – Scott Smith**

Scott Smith, Street Superintendent provided the background for federal gas tax explaining there is an exchange cost to move funds from Federal to State to disburse.

Councilor Uffelman asked if there were any additional restrictions over the last year. Mr. Smith explained that there are none this year, however the rate of reimbursement will drop next year, but no other changes.

**Councilor Merritt made a motion to approve Resolution No. 1480. Motion seconded. No discussion on motion. All in favor, motion carried.**

**Visitors Appearances and Requests:**

No written comments were received.

**Adjourn**

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

Meeting adjourned at 7:22 P.M.

**Motions and Outcomes:**

Motion:	Outcome	Beebe	Hutchison	Jungmann	Law	Merritt	Papke	Uffelman
Consent Agenda	PASSED	-	Y	Y	Y	Y	-	Y
Consider Partial Vacation of NW Beaver	PASSED	Y	Y	Y	Y	Y	Y	N
Resolution No. 1480– Approving Master Grant Agreement with ODOT Regarding Fund Exchange Program	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 documents referred to in this session are available at the City’s website. [www.cityofprineville.com](http://www.cityofprineville.com). An electronic copy of the meeting packet is available for download at [www.cityofprineville.com/packets](http://www.cityofprineville.com/packets). A full recording of this meeting is available at [www.cityofprineville.com/meetings](http://www.cityofprineville.com/meetings)



# Prineville Police Department

400 NE THIRD STREET ♦ PRINEVILLE, OREGON 97754

*A/C  
44-25*

Nicole Bigelow, Evidence

Phone: (541)447-4168

FAX: (541) 447-8619

[nbigelow@prinevillepd.org](mailto:nbigelow@prinevillepd.org) Web Site: [www.cityofprineville.com](http://www.cityofprineville.com)

---

April 2, 2021

City Council,

The Prineville Police Department has in its possession the following item. This item has been forfeited per the Crook County Circuit Court, and authorized for release by the Crook County District Attorney's office. At this time, I am requesting that the firearm be transferred to the Prineville Police Department for department use.

**18001881**

Item # 1 – Cobra Derringer .25 Cal

Thank you,  
Nicole



## *FAIR HOUSING MONTH PROCLAMATION*

**WHEREAS** The Fair Housing Act, enacted on April 11, 1968, enshrined into federal law the goal of eliminating racial segregation and ending housing discrimination in the United States; and

**WHEREAS** The Fair Housing Act prohibits discrimination in housing based on race, color, religion, sex, familial status, national origin, and disability, and commits recipients of federal funding to affirmatively further fair housing in their communities; and

**WHEREAS** City of Prineville is committed to the mission and intent of Congress to provide fair and equal housing opportunities for all; and

**WHEREAS** Our social fabric, the economy, health, and environment are strengthened in diverse, inclusive communities; and

**WHEREAS** More than fifty years after the passage of the Fair Housing Act, discrimination persists, and many communities remain segregated; and

**WHEREAS** Acts of housing discrimination and barriers to equal housing opportunity are repugnant to a common sense of decency and fairness.

**NOW THEREFORE BE IT PROCLAIMED** that the City of Prineville does hereby declare the month of April, 2021 as

### *Fair Housing Month*

In City of Prineville as an inclusive community committed to fair housing, and to promoting appropriate activities by private and public entities to provide and advocate for equal housing opportunities for all residents and prospective residents of Prineville.





## STAFF REPORT

---

---

<b>MEETING DATE:</b>	4/27/2021	<b>PREPARED BY:</b>	Zach Lampert
<b>SECTION:</b>	Council Business	<b>DEPARTMENT:</b>	Meadow Lakes
<b>CITY GOAL:</b>	Quality Municipal Services & Programs		
<b>SUBJECT:</b>	Golf Cart Purchase – Intent to Award		

---

---

### REASON FOR CONSIDERATION:

Intent to award 2021 Golf Cart Fleet Purchase to Pacific Golf & Turf

### BACKGROUND:

The golf cart fleet at Meadow Lakes Golf Course is scheduled to be replaced during the next Biennium budget on the Capital Improvement Plan. The current fleet of 54 Yamaha golf carts was purchased in July of 2015. The batteries have lasted beyond the anticipated 5 year life expectancy and are now beginning to fail. Due to COVID-19, the distribution for golf carts has been delayed to roughly 5 months from the order date. Normal turn-around time is about 2 months. Anticipated arrival date if an order is placed by the end of April is September 2021.

Quotes for 2021 model carts were requested from the local vendors of the three main golf cart manufacturers (E-Z-GO, YAMAHA and CLUB CAR) on February 12, 2021. To date, we have received quotes from Pacific Golf and Turf for E-Z-GO and Peak Machinery for Club Car. No quote has been received from Pacific Northwest Yamaha. In phone discussions, they mentioned currently experiencing distribution issues.

Staff requested quotes to purchase 60 golf carts as well as trade-in value for our current fleet of 54 carts. With increasing demand at the golf course, an additional 6 carts is necessary to maintain adequate customer service levels. The additional carts will also create additional revenue for large group outings and tournaments by not having to bring in as many outside carts from another vendor. We have already made modifications to the cart barn that would allow for storage of the additional 6 carts if council approves.

In researching the latest information from the golf cart providers, we found that E-Z-GO and Club Car are now producing golf carts with lithium batteries. Our current fleet of electric carts are powered by lead-acid batteries. The lithium batteries provide a number of benefits, but are more expensive up front to purchase. Benefits of lithium batteries include:

- Up to 50% reduction in energy costs to charge carts annually.
- Zero-Maintenance on the battery.

- Lead-Acid batteries must be filled with water twice a month during the peak season and monthly during the off-season. Lithium batteries are zero-maintenance.
- Less turf compaction.
  - At nearly 250 pounds lighter than our current carts, lithium powered golf carts are easier on fairways and other turf helping to create better playing conditions on the golf course.
- Unlimited use battery warranty.
  - 5-year, unlimited use battery warranty for E-Z-GO carts, will extend another 3 years.
  - 5-year, unlimited use battery warranty for Club Car carts.
  - Current model golf carts from Yamaha with Lead-Acid batteries are warranted for 4-years or 25,000 amp-hours. Cost to replace batteries is currently \$852 per golf cart.
- Pacific Golf and Turf (E-Z-GO) has agreed to reimburse any battery costs the City may incur between the date an agreement is signed and the delivery date of the new fleet.
- Pacific Golf and Turf, the provider of E-Z-GO golf carts in our region is a member of ORPIN (Oregon Procurement Information Network). ORPIN is the system that provides access to procurement and contracting information issued by the State of Oregon, local governments, and political subdivisions. Companies may register a Supplier account in ORPIN to competitively and fairly bid to provide products or services. Pacific Golf and Turf also has a Contract with the state of Washington (#05218). Utilizing this state contract allows the City to forego the formal bid process.

**FISCAL IMPACT:**

<u>Golf Cart Brand:</u>	<u>Cash Purchase Price:</u>	<u>Trade-in Value:</u>	<u>Total Cost:</u>
E-Z-GO	\$6,985 x 60 = \$419,100	\$1,700 x 54 = \$91,800	\$327,300.00
Club Car	\$6,915.10x60 = \$414,906	\$1,500 x 54 = \$81,000	\$333,906.00
Yamaha	No Quote Received		

**ADDITIONAL INFORMATION:**

Approval would allow staff to sign a purchasing agreement that would require a budget adjustment for FY21. Although the first payment would not be made until the next fiscal year begins in October 2021, the liability would be recognized when the purchasing agreement is signed. Also, E-Z-GO offers a Capital Lease option which is essentially a “lease to own” at 3.99%. This option will be used if Finance determines it to be a more cost effective option than a conventional bank loan.

**RECOMMENDATION:**

After receiving the proposals for lithium powered golf carts from both companies who currently offer the product, staff recommends Council approve the intent to award the 2021 Golf Cart Fleet Purchase to Pacific Golf and Turf utilizing the cooperative purchasing agreement of WA State Contract #05218.



## CITY ADMINISTRATION

387 NE Third Street - Prineville, OR 97754

EMAIL: sforrester@cityofprineville.com

541.447.5627 ext. 1118 ph 541-447-5628 fax

---

04/15/2021

Vikki Breese-Iverson  
Oregon State Representative  
900 Court St. NE, H-377  
Salem, OR 97301

Crook County Court  
203 NE Court St.  
Prineville, OR 97754

Bruce Scanlon  
Ochoco Irrigation District  
1001 NW Deer St.  
Prineville, OR 97754

### **RE: The City of Prineville's Response to the Governor's Request for Programmatic and Project Priorities- American Rescue Plan**

Dear Representative Breese-Iverson, Crook County Court, and Bruce Scanlon:

In response to Governor Brown's request for programmatic and project priorities for the state's funding from the American Rescue Plan, the City of Prineville submitted the following projects:

#### ***Combs Flat Road Extension***

- The Combs Flat extension project is a major traffic improvement that will connect Combs Flat Road (contains the second busiest intersection in city limits) through to Peters Road then to North Main Street. This improvement provides 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. Connects bike and walking paths, creating safer routes to schools, the hospital, and park amenities.
- Final design has been completed for the project and it is in the adopted Transportation System Plan and the Barnes Butte Recreation Area Concept Plan.
- Total estimated cost is \$8,112,000.
- Funding request is \$4,056,000.
- Project sponsors include the City of Prineville and the Ochoco Irrigation District.
- This project addresses action #7, *Investing in Oregon's infrastructure*.
- This project will advance economic opportunity for residents of Prineville, an underserved rural community, by providing easier and safer access to employment, schools, services and amenities; and will increase the available supply of land for housing development as a means of growing inventory and housing availability, including for multi-family housing.

#### ***Extension of City Services to Underserved Areas***

- This project will extend water and wastewater services to underserved areas within city limits. There is an immediate need for these services in a traditionally low-income area of the community with older homes, due to shallow (and sometimes contaminated) wells and aging/failing septic systems creating health and human safety concerns. The total cost is nearly \$15.5 million but the current need is to build foundational infrastructure to extend the city services.



## CITY ADMINISTRATION

387 NE Third Street – Prineville, OR 97754

EMAIL: [sforrester@cityofprineville.com](mailto:sforrester@cityofprineville.com)

541.447.5627 ext. 1118 ph 541-447-5628 fax

---

- This project is in the adopted Water System Master Plan and adopted Wastewater Facilities Plan. Work has been done to identify all areas in need of city services now or in the near future and the costs for these services inside and outside of city limits have been determined.
- Total estimated cost is \$15,490,700.
- Funding request is \$7,745,350.
- Project sponsors include the City of Prineville and Crook County.
- This project addresses action #7, *Investing in Oregon's infrastructure*.
- This project will advance economic opportunity for residents of Prineville, an underserved rural community, by providing residents in these areas with the opportunity to connect to basic water/wastewater services without the burdensome cost of replacing a well or septic system. With concerns about contamination of shallow wells in the area, it also ensures safe drinking water is available.

### ***Prineville Renewable Energy Project (PREP)***

- The PREP is a 20 MW biomass co-generation power plant supplying process thermal energy for a 35 million board foot per year pine sawmill and 10 acres of hydroponic greenhouses for food production. The project will provide a means for improving forest health through the restoration/treatment of up to 17,000 acres per year; stimulate rural economic development through clean, carbon-neutral electricity generation and job creation; and increase community resiliency by producing local, baseload power that could be utilized for critical and emergency services in an extreme event, such as the Cascadia event. The forest health piece will reduce wildfire risk, improve air quality (compared to open burning or wildfire), improve water quality and quantity, and increase carbon storage.
- The project is ready to move forward.; a site has been secured and a preliminary feasibility study has been completed, with an engineering and study design study scheduled to be completed in the summer of 2021.
- Total estimated cost is \$115,000,000.
- Funding request is \$28,750,0000.
- Project sponsors include the City of Prineville and Crook County.
- The PREP addresses action #3, *supporting resilient rural communities*.
- The PREP will advance economic opportunity for residents of Prineville, an underserved rural community, by creating living wage jobs and helping to revive the dying forest products industry in the region, from which many workers have been displaced.

Also submitted, was the following additional comment; the City of Prineville supports Crook County's effort to secure funding for a new courthouse/justice center.

Steve Forrester  
City Manager



## STAFF REPORT

---

---

**MEETING DATE:** 4/27/2021

**PREPARED BY:**  
Scott Smith

**SECTION:** Resolutions

**DEPARTMENT:** Public Works

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

**SUBJECT:** IGA with Crook County to Chip Seal S Main St.

---

---

**REASON FOR CONSIDERATION:** To codify an intergovernmental agreement with Crook County to perform chip sealing for the City of Prineville on S Main.

**BACKGROUND:** As Eric and I have communicated to the Council we are always looking for cost effective pavement treatments. This chip seal is another tool to extend the deterioration curve of our pavement asset in a very cost effective manner. I hesitate to use this pavement treatment in our urban environments, however it is a good fit in our outlying rural areas. Partnering with the County Road Dept. for their chip sealing services is not uncommon, Deschutes County has been providing these services for City of Bend, Redmond and Sister's for years. I feel very comfortable and confident with the County Road Dept. They have a very experienced and knowledgeable crew that on average, chip seals around 60 miles a year. The County will provide all traffic control, materials and equipment and labor to perform this treatment. Once the County is complete we will contract with an oil contractor to apply an asphalt emulsion fog seal over the chip seal. In comparison to apply an asphalt overlay over this section of street would cost approx. \$175,000

**FISCAL IMPACT:** \$38,833.00 in Transportation

**RECOMMENDATION:** City Council approve Resolution # 1481, a resolution with Crook County to perform chip sealing for the City of Prineville in the amount of \$38,833.00

**RESOLUTION NO. 1481  
CITY OF PRINEVILLE, OREGON**

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

**Whereas**, City of Prineville (“City”) and Crook County (“County”) are empowered pursuant to ORS 190.010 to enter into intergovernmental agreements for the performance of any or all functions and activities that a party to the agreement, its officers or agencies, have the authority to perform; and

**Whereas**, City and County are each authorized to perform road maintenance services, including, but not limited to, chip sealing, flagging, traffic control, and the distribution of rock and oil, over the roadways within their respective jurisdictions; and

**Whereas**, City and County wish to allocate responsibilities for a one-time road maintenance project within Prineville, Oregon consisting of 1.3 miles of roadway on Main Street in Prineville, Oregon from Lynn Boulevard thence traveling Southward along Main Street to the urban growth boundary; and

**Whereas**, County has prepared an Intergovernmental Agreement (“Agreement”) for City’s consideration; 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 April, 2021.

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

ATTEST:

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

INTERGOVERNMENTAL AGREEMENT  
For Chip Seal on Lynn Boulevard, Prineville

This intergovernmental agreement (the “Agreement”) is made by and between Crook County, a political subdivision of the State of Oregon (“County”) and the City of Prineville, an Oregon municipal corporation (“City”). As used herein, County and City may each be referred to as a Party, or collectively as the Parties.

RECITALS

- A. *Whereas*, the Parties are empowered pursuant to ORS 190.010 to enter into intergovernmental agreements for the performance of any or all functions and activities that a party to the agreement, its officers or agencies, have authority to perform; and
- B. *Whereas*, the Parties are each authorized to perform road maintenance services, including but not limited to chip sealing, flagging, traffic control, and the distribution of rock and oil, over the roadways within their respective jurisdictions; and
- C. *Whereas*, the Parties wish to allocate responsibilities for a one-time road maintenance project within Prineville, Oregon, as more particularly described herein.

AGREEMENT

*Now, therefore*, for good and valuable consideration, the sufficiency of which is acknowledged, and intending to be bound thereby, the Parties agree as follows:

- 1. Incorporation of Recitals: The above Recitals are incorporated into and made a part of this Agreement, as terms of contract and not mere recitals.
- 2. Chip Sealing:
  - a. County will undertake to chip seal 1.3 miles of roadway on Main Street in Prineville, Oregon, from Lynn Blvd thence traveling Southward along Main Street to the urban growth boundary. County will be responsible for obtaining any necessary permits and for traffic management while the work is being performed.
  - b. County will be responsible for complying with the public works and public improvement requirements of the Bureau of Labor and Industries, including, but only to the extent applicable, payment of wages, submission of WH-81 form, and notification to BOLI.
- 3. Payment:
  - a. County will monitor its expenses using a cost accounting basis, complete with all material, labor, and equipment. City will be charged for County’s



actual costs, provided that City will not be responsible for costs in excess of \$38,833.00 without City's approval, confirmed in writing.

- b. City will remit payment to County within thirty (30) days of City's receipt of County's invoice. County will provide City with such accounting and other documentation verifying County's expenses as City may reasonably request.
4. Scheduling: The work under this Agreement will be on a date and time as the Parties may mutually agree. The Parties estimate that the chip sealing will require two (2) 10-hour workdays to complete.
5. Effective Date/Duration: This Agreement becomes effective when signed by both Parties, and will continue in force until October 31, 2021, unless sooner terminated as described herein.
6. Termination: Either party may terminate this Agreement upon thirty (30) days' prior written notice. Termination or expiration of this Agreement will not prejudice any right or claim which accrues prior to such termination or expiration.
7. Use of Right of Way: For the duration of this Agreement, City grants to County permission to occupy and operate within City's rights-of-way and property as may be reasonably necessary to perform the services under this Agreement. At the completion of the chip sealing, County will restore such City rights-of-way and properties to the same condition as existed before the work began.
8. Assignment: Neither this Agreement nor any of the rights granted by this Agreement may be assigned or transferred by either Party. Notwithstanding the foregoing, County may engage the services of subcontractors for some or all of the work described herein, provided, however, that County will remain responsible to City for the completion of the services.
9. Binding Effect: The terms of this Agreement shall be binding upon and inure to the benefit of each of the Parties and each of their respective administrators, agents, representatives, successors, and assigns.
10. Agency and Partnership: Neither Party is, by virtue of this Agreement, a partner or joint venturer with the other Party and neither Party shall have any obligation with respect to the other Party's debts or liabilities of whatever kind or nature.

11. Indemnification:

- a. To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, City shall defend, save, hold harmless, and indemnify County and its officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature resulting from or arising out of, or relating to the activities of City or its officers, employees, contractors, or agents under this Agreement.
- b. To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall defend, save, hold harmless, and indemnify City and its officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature resulting from or arising out of, or relating to the activities of County or its officers, employees, contractors, or agents under this Agreement.
- c. Neither party shall be liable to the other for any incidental or consequential damages arising out of or related to this Agreement. Neither party shall be liable for any damages of any sort arising solely from the termination of this Agreement or any part hereof in accordance with its terms.

12. Non-Discrimination: Each Party agrees that no person shall, on the grounds of race, color, creed, national origin, sex, marital status, age, or sexual orientation, suffer discrimination in the performance of this Agreement when employed by either Party. Each Party agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Section V of the Rehabilitation Act of 1973 as amended, and all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Additionally, each Party shall comply with the Americans with Disabilities Act of 1990 as amended, ORS 659.425, and all regulations and administrative rules established pursuant to those laws.

13. 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.

14. No Waiver of Claims: The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that provision or of any other provision of this Agreement.

15. Severability: Should any provision or provisions of this Agreement be construed by a court of competent jurisdiction to be void, invalid, or unenforceable, such construction shall affect only the provision or provisions so construed, and shall not affect, impair, or invalidate any of the other provisions of this Agreement which shall remain in full force and effect.

16. Applicable Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon, with venue reserved for the Circuit Court of Crook County.

17. Entire Agreement: This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof, and supersedes any and all prior or contemporaneous agreements or understandings between the Parties, if any, whether written or oral, concerning the subject matter of this Agreement which are not fully expressed herein. This Agreement may not be modified or amended except by a writing signed by both Parties.

18. Counterparts: This Agreement may be executed in one or more counterparts, including electronically transmitted counterparts, which when taken together shall constitute one and the same original. Facsimiles and electronic transmittals of the signed document shall be binding as though they were an original of such signed document.

CROOK COUNTY COURT

CITY OF PRINEVILLE

\_\_\_\_\_  
Seth Crawford, County Judge

\_\_\_\_\_  
R. Jason Beebe, Mayor

\_\_\_\_\_  
Jerry Brummer, County Commissioner

Date \_\_\_\_\_

\_\_\_\_\_  
Brian Barney, County Commissioner

\_\_\_\_\_  
Steve Forrester, City Manager

Date \_\_\_\_\_

Date \_\_\_\_\_

**RESOLUTION NO. 1482  
CITY OF PRINEVILLE, OREGON**

**A RESOLUTION AMENDING PRINEVILLE POLICIES DURING THE COVID-19  
PANDEMIC**

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

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

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

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

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

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

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

**Whereas,** on May 26, 2020, per Resolution 1441, the City Council adopted City policies and responses to the COVID-19 pandemic; and

**Whereas,** on July 14, 2020, per Resolution 1453, the City Council adopted a Resolution declaring policies regarding public comment during the COVID-19 pandemic; and

**Whereas,** on February 24, 2021, Oregon Governor Kate Brown extended Executive Order 20-03 pursuant to Executive Order 21.05.

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

1. To protect the health and safety of City employees, with input from the City Human Resource Department, IT, legal, and other City department heads, the City Manager is authorized to continue to develop emergency policies and guidance on the use of sick leave, vacation leave,

telecommuting, meeting protocol, identification of essential and non-essential staff for ongoing presence at City facilities, and other policies that will be in effect for the duration of the Oregon COVID-19 State of Emergency.

2. To eliminate the exposure to and spread of COVID-19, and in support of state and federal guidelines for social distancing, City Hall shall be closed to the general public. Citizens may call City Hall at 541.447.5627 for any governmental needs. Citizens may pay utility bills by utilization of the drop box behind City Hall, over the phone at 541.447.5627, by mail, or through the City's website at <https://www.cityofprineville.com/>. Citizens also may make appointments with any individual City staff by calling 541.447.5627 or by email.
3. To eliminate the exposure to and spread of COVID-19, and in support of state and federal guidelines for social distancing, the Prineville Police Department lobby will be closed to the general public. Citizens may call the Prineville Police Department at 541.447.4168.
4. Public comment shall continue pursuant to Resolution 1453 for the duration of the Oregon COVID-19 State of Emergency.
5. This Resolution shall supersede that resolution set forth in Resolution 1441.
6. This Resolution shall amend Resolution 1453 as indicated above.

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

---

Rodney J. Beebe, Mayor

ATTEST:

---

Lisa Morgan, City Recorder

**RESOLUTION NO. 1483  
CITY OF PRINEVILLE, OREGON**

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

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

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

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

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

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

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

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

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

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

**Whereas**, on May 26, 2020, the City Council of Prineville continued the State of Emergency as a result of the COVID-19 pandemic per Resolution 1440, which expired on June 30, 2020 at 11:59 p.m.

**Whereas**, on June 23, 2020, the City Council of Prineville continued the State of Emergency as a result of the COVID-19 pandemic per Resolution 1449, which expired on July 31, 2020 at 11:59 p.m.

**Whereas**, on July 28, 2020, the City Council of Prineville continued the State of Emergency as a result of the COVID-19 pandemic per Resolution 1454, which expired on August 31, 2020 at 11:59 p.m.

**Whereas**, on August 25, 2020, the City Council of Prineville continued the State of Emergency as a result of the COVID-19 pandemic per Resolution 1455, which expires on September 30, 2020 at 11:59 p.m.

**Whereas**, On September 22, 2020, the City Council of Prineville continued the State of Emergency as a result of the COVID-19 pandemic per Resolution 1458, which expires on October 31, 2020 at 11:59 p.m.

**Whereas**, On October 27, 2020, the City Council of Prineville continued the State of Emergency as a result of the COVID-19 pandemic per Resolution 1462, which expires on November 30, 2020 at 11:59 p.m.

**Whereas**, On November 10, 2020, the City Council of Prineville continued the State of Emergency as a result of the COVID-19 pandemic per Resolution 1463, which expires on December 31, 2020 at 11:59 p.m.

**Whereas**, On December 8, 2020, the City Council of Prineville continued the State of Emergency as a result of the COVID-19 pandemic per Resolution 1466, which expires on January 30, 2021 at 11:59 p.m.

**Whereas**, On January 26, 2021, the City Council of Prineville continued the State of Emergency as a result of the COVID-19 pandemic per Resolution 1473, which expires on February 28, 2021 at 11:59 p.m.

**Whereas**, On February 23, 2021, The City Council of Prineville continued the State of Emergency as a result of the COVID-19 pandemic per Resolution 1465, which expires on March 31, 2021 at 11:59 p.m.

**Whereas**, On March 23, 2021, The City Council of Prineville continued the State of Emergency as a result of the COVID-19 pandemic per Resolution 1478, which expires on April 30, 2021 at 11:59 p.m.

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

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

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

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

1. A State of Emergency continues to exist in the City of Prineville (City) encompassing all of the areas within city limits.
2. That the City and its officials shall continue to be authorized to take such actions and issue such orders as are determined to be necessary to protect the public and property and to efficiently conduct activities that minimize or mitigate the effect of the emergency as described in Prineville City Code 31.05.
3. The City shall continue to take all necessary steps authorized by law to coordinate response and recovery from this emergency, including, but not limited to, requesting assistance and potential reimbursements from the State of Oregon and the appropriate federal agencies.
4. That emergency procurements of goods and services are authorized pursuant to ORS 279B.080, ORS 279C.335(6), Prineville City Code 31.05, and all other applicable rules.
5. This Resolution and Declaration is effective May 1, 2021 at 12:00 a.m. and shall remain in effect until May 31, 2021 at 11:59 p.m. unless sooner superseded.

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

---

Rodney J. Beebe, Mayor

ATTEST:

---

Lisa Morgan, City Recorder



**RESOLUTION NO. 1484  
CITY OF PRINEVILLE, OREGON**

**A RESOLUTION AUTHORIZING THE CITY OF PRINEVILLE TO ENTER INTO A  
PROJECT DEVELOPMENT ASSISTANCE INCENTIVE FUNDING AGREEMENT  
WITH ENERGY TRUST OF OREGON, INC.**

**Whereas**, the City of Prineville (“City”) was selected as a recipient of a \$250,000.00 Wood Innovations Grant from the United States Department of Agriculture’s Forest Service to study a proposed 20 megawatt biomass power plant to be located in Prineville, Oregon (“PREP”); and

**Whereas**, The Wood Innovations Grant program advances innovations in wood products that create jobs, revitalize local economies and support sustainable forest land management; and

**Whereas**, Energy Trust of Oregon, Inc., an Oregon non-profit corporation, (“Energy Trust”) was created to invest in public purpose funding in, among other things, the above-market costs of new renewable energy resources, has determined that providing project development assistance funding for the proposed PREP study activities are consistent with Energy Trust’s statutory purposes; and

**Whereas**, Energy Trust has prepared a Project Development Assistance Incentive Funding Agreement (“Agreement”) for City’s Consideration; and

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

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

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

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

ATTEST:

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

**RESOLUTION NO. 1485  
CITY OF PRINEVILLE, OREGON**

**A RESOLUTION AUTHORIZING AGREEMENT BETWEEN CITY OF PRINEVILLE  
AND PRINEVILLE CAMPUS, LLC**

**Whereas,** The City of Prineville (“City”) is the owner and operator of the Prineville Railroad, which has railroad track that has traditionally serviced property located within the City that is currently owned by W. Scott, LLC and operated by Prineville Campus, LLC (“Property”).

**Whereas,** railroad track servicing the Property, (“Track”), requires improvements to meet Class II level requirements as defined by the Federal Railroad Administration.

**Whereas,** Prineville Campus, LLC desires to make improvements to the Track to meet the Class II level requirement not to exceed ONE-HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$150,000.00).

**Whereas,** City is willing to allow Prineville Campus, LLC to make the improvements and to reimburse Prineville Campus, LLC for improvements made to the Track in an amount not to exceed ONE-HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$150,000.00) pursuant to revenue produced.

**Whereas,** City staff has prepared the Agreement (“Agreement”), attached hereto and incorporated herein; and

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

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

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

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

ATTEST:

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

**Agreement  
between  
City of Prineville and Prineville Campus, LLC**

This Agreement (“Agreement”) is made and entered into of the date last written below, by and between the **City of Prineville**, Oregon, an Oregon municipal corporation (“City”) and **Prineville Campus, LLC, a foreign limited liability company authorized within the State of Oregon** (“PVL”); each of the City and PVL are “Party” and together, the “Parties.”

**RECITALS**

A. PVL operates property located within City of Prineville, Crook County Oregon, described as Map and Taxlot Numbers: 14163200-00301; 14163200-00302; 14163200-00303; 141632BA02000; and 141629CC01400 (collectively “Prineville Campus”).

B. The City is the owner and operator of the City of Prineville Railroad (“Railroad”). Railroad has track that services Prineville Campus as depicted on Exhibit A and incorporated herein, hereinafter “track.”

C. Railroad traditionally serviced the Prineville Campus at the time that the Property operated as a Mill; however, due to the Mill becoming operational, the track was unused and not maintained by the Railroad and will require certain improvements to become operational.

D. In order to become operational, the track must meet Class II level requirements as defined by Federal Railroad Administration.

E. PVL desires to make improvements to the Track to meet the Class II level requirement not to exceed ONE-HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$150,000.00).

F. City is willing to reimburse PVL for improvements made to the Track in an amount not to exceed ONE-HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$150,000.00) pursuant to revenue produced.

NOW, THEREFORE, for the consideration set forth below, and the mutual covenants and agreements contained herein, including the recitals which are incorporated herein by reference, which are relied upon by Parties and which constitute part and parcel of this Agreement; and other good and valuable consideration the receipt and sufficiency of which are expressly acknowledged by the Parties, the City and PVL hereby agree as follows:

**1. Performance.** PVL hereby agrees to make improvements to the track to meet Class II Level Requirements.

**2. Reimbursement.** City hereby agrees to reimburse PVL up to ONE-HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$150,000.00). This reimbursement shall be based on fifty percent (50%) of the interline rates of each car originating or terminating at the Prineville

Campus. The current interline rates of both Union Pacific and BNSF are attached as Exhibit B and incorporated herein. Reimbursements shall be provided on a quarterly basis.

**3. City's Responsibilities.** City shall fund any signalization required as result of the improvements. City shall also match \$150,000.00 in supplies that include the switch ties, crossing panels, Lamonta signal reactivations, and in-house labor for installing said items.

**4. Term.** This Agreement shall terminate six (6) years from the date last written below.

**5. Ownership.** All improvements shall become the property of City.

**6. Indemnification.** PVL agrees to indemnify, defend and hold City, its officers, employees and agents harmless from and against any liability, claims, actions, causes of action or demands arising out of the design, and construction of the track.

**7. Default; Remedy.**

7.1 Default/Cure. The following shall constitute defaults on the part of a Party:

7.1.1 A breach of a material provision of this Agreement, whether by action or inaction of a Party which continues and is not remedied within sixty (60) days after the other Party has given notice specifying the breach; provided that if the non-breaching Party determines that such breach cannot with due diligence be cured within a period of sixty (60) days, the non-breaching Party shall allow the breaching Party a longer period of time to cure the breach, and in such event the breach shall not constitute a default so long as the breaching party diligently proceeds to affect a cure and the cure is accomplished within the longer period of time; or

7.1.2 Any assignment by a Party for the benefit of creditors, or adjudication as a bankrupt, or appointment of a receiver, trustee or creditor's committee over a Party.

7.2 Remedies. Each Party shall have all available remedies at law or in equity to recover damages and compel the performance of the other Party pursuant to this Agreement. The rights and remedies afforded under this Agreement are not exclusive and shall be in addition to and cumulative with any and all rights otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different time, of any other such remedy for the same default or breach or of any of its remedies for any other default or breach of the other parties, including, without limitation, the right to compel specific performance.

**8. Amendment or Termination of Agreement.** This Agreement may be amended or terminated by the mutual consent of the Parties and their successors in interest.

**9. Miscellaneous Provisions.**

9.1 Notices. A notice or communication under this Agreement by either party shall be dispatched by overnight delivery or registered or certified mail, postage prepaid, return receipt requested, and

9.1.1 In the case of a notice or communication to PVL, address as follows:

Charles Bauman  
1948 N. Main Street  
Prineville, OR 97754  
charles@pvlcampus.com

In the case of a notice or communication to the City, addressed as follows:

City of Prineville Railroad  
3840 Bus Evans Road  
Prineville, OR 97754  
mwiederholt@cityofprineville.com

or addressed in such other way in respect to a party as that party may, from time to time, designate in writing dispatched as provided in this section.

9.2 Headings. Any titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

9.3 Waivers. No waiver made by either party with respect to the performance, or manner or time thereof, of any obligation of the other party or any condition inuring to its benefit under this Agreement shall be considered a waiver of any other rights of the party making the waiver. No waiver by City or PVL of any provision of this Agreement or any breach thereof shall be of any force or effect unless in writing; and no such waiver shall be construed to be a continuing waiver.

9.4 Attorneys' Fees. In the event of a suit, action, arbitration, or other proceeding of any nature whatsoever, including, without limitation, any proceeding under U.S. Bankruptcy Code, is instituted to interpret or enforce any provision of this Agreement, or with respect to any dispute relating to this Agreement, including, without limitation, any action in which a declaration of rights is sought or an action for rescission, the prevailing party shall be entitled to recover from the losing party its reasonable attorneys', paralegals', accountants', and other experts' fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the judge or arbitrator at trial or arbitration, as the case may be, or on any appeal or review, in addition to all other amounts provided by law. This provision shall cover costs and attorneys' fees related to or with respect to proceeding in Federal Bankruptcy Courts, including those related to issues unique to bankruptcy law.

9.5 Time of the Essence. Time is of the essence of this Agreement.

9.6 Choice of Law. This Agreement shall be interpreted under the laws of the State of Oregon.

9.7 Calculation of Time. All periods of time referred to herein shall include Saturdays, Sundays, and legal holidays in the State of Oregon, except that if the last day of any period falls on a Saturday, Sunday, or legal holiday in the State of Oregon, the period shall be extended to include the next day which is not a Saturday, Sunday, or such a holiday.

9.8 Construction. In construing this Agreement, singular pronouns shall be taken to mean and include the plural and the masculine pronoun shall be taken to mean and include the feminine and the neuter, as the context may require.

9.9 Severability. If any clause, sentence or any other portion of the terms and conditions of this Agreement becomes illegal, null or void for any reason, the remaining portions will remain in full force and effect to the fullest extent permitted by law.

9.10 Place of Enforcement. Any action or suit to enforce or construe any provision of this Agreement by any party shall be brought in the Circuit Court of the State of Oregon for Crook County, or the United States District Court for the District of Oregon.

9.11 Good Faith and Reasonableness. The parties intend that the obligations of good faith and fair dealing apply to this Agreement generally and that no negative inferences be drawn by the absence of an explicit obligation to be reasonable in any portion of this Agreement. The obligation to be reasonable shall only be negated if arbitrariness is clearly and explicitly permitted as to the specific item in question, such as in the case of a party being given “sole discretion” or being allowed to make a decision in its “sole judgment.”

9.12 Condition of City Obligations. All City obligations pursuant to this Agreement which require the expenditure of funds or contingent upon future appropriations by the City as part of the local budget process. Nothing in this Agreement implies an obligation on the City to appropriate any such monies.

9.13 Cooperation in the Event of Legal Challenge. In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the parties agree to cooperate in defending such action.

9.14 Enforced Delay, Extension of Times of Performance. In addition to the specific provisions of this Agreement, performance by any party shall not be in default where delays or default is due to war, insurrection, strikes, walkouts, riots, floods, drought, earthquakes, fires, casualties, acts of God, governmental restrictions imposed or mandated by governmental entities other than City, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulation, litigation or similar bases for excused performance which is not within reasonable control of the party to be excused.

9.15 No Third-Party Beneficiaries. City, PVL, and their successors and assigns are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in

this Agreement gives, is intended to give, or shall be construed to give or provide, any benefit or right, whether directly or indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

9.16 Other Necessary Acts. Each party shall execute and deliver to the other all such further instruments and documents as may be reasonably necessary to carry out this Agreement in order to provide and secure to the other parties the full and complete enjoyment of rights and privileges hereunder.

9.17 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.

IN WITNESS WHEREOF the parties have executed this document effective the date written below.

**Prineville Campus, LLC**  
a Foreign Limited Liability Company

By: \_\_\_\_\_  
Name: Charles Bauman  
Its: Manager

\_\_\_\_\_  
Date

**CITY OF PRINEVILLE,**  
a municipal corporation of the State of Oregon

By: \_\_\_\_\_  
Name: Rodney J. Beebe  
Its: Mayor

\_\_\_\_\_  
Date

**RESOLUTION NO. 1486**  
**A RESOLUTION ANNEXING CERTAIN PROPERTY INTO**  
**THE CITY OF PRINEVILLE**

The Prineville City Council (“Council”) makes the following findings:

**BACKGROUND:**

The City of Prineville (“City”) has received from Chad & Mellissa Lilze, a petition to annex into the City real properties owned by Chad & Melissa Lilze, described as Map & Tax lots 15-16-05DA03700 and further described as follows (the “Property”):

South 90’ of lot 2, Block 4 of Bailey’s Subdivision.

**LEGAL CRITERIA AND FINDINGS:**

**I. OREGON REVISED STATUTES**

A. ORS 222.111, Authority and Procedure for Annexation.

(1) When a proposal containing the terms of annexation is approved in the manner provided by the charter of the annexing city or by ORS 222.111 to 222.180 or 222.840 to 222.915, the boundaries of any city may be extended by the annexation of territory that is not within a city and that is contiguous to the city or separated from it only by a public right of way or a stream, bay, lake or other body of water. Such territory may lie either wholly or partially within or without the same county in which the city lies.

**FINDING:** The Property is contiguous to the Prineville City limits, is located within the City’s Urban Growth Boundary, which has been acknowledged to be suitable for urban development and is developed with sufficient transportation infrastructure to serve urban uses. City services can be easily extended to serve the Property. The Property is designated for residential use.

In addition to the statutory criteria of ORS Chapter 222, the City finds that the proposed annexation meets the judicially imposed “reasonableness” test set forth in *Portland General Elec. Co. v. City of Estacada*, 194 Or. 145, 291 P.2d 1129 (1952) and the cases following it (citations omitted). Although the question of reasonableness is based on a case by case analysis, the reasonableness factors identified by the Oregon courts include:

- whether the contiguous territory represents the actual growth of the city beyond its city limits;
- whether it is valuable by reason of its adaptability for prospective town uses;
- whether it is needed for the extension of streets or to supply residences or businesses for city residents; and
- whether the territory and city will mutually benefit from the annexation.

*DLCD v. City of St. Helens*, 138 Or App. 222, 227-28, 907 P.2d 259 (1995).



The present annexation satisfies the reasonableness factors because it was requested by the property owner for the purpose of connecting to City water. The Property is contiguous to the City and the annexation will benefit the City by extending City limits in an orderly fashion and increasing the tax base.

(2) A proposal for annexation of territory to a city may be initiated by the legislative body of the city, on its own motion, or by a petition to the legislative body of the city by owners of real property in the territory to be annexed.

**FINDING:** The present proposal was initiated by the property owner of the territory to be annexed.

(3) The legislative body of the city shall submit, except when not required under ORS 222.120, 222.170 and 222.840 to 222.915 to do so, the proposal for annexation to the electors of the territory proposed for annexation and, except when permitted under ORS 222.120 or 222.840 to 222.915 to dispense with submitting the proposal for annexation to the electors of the city, the legislative body of the city shall submit such proposal to the electors of the city. The proposal for annexation may be voted upon at a general election or at a special election to be held for that purpose.

**FINDING:** The present annexation is being conducted pursuant to and meets the requirements for annexation under ORS 222.125 because the sole landowners of the territory proposed for annexation have consented to the annexation in writing and they are the sole electors residing in the territory to be annexed.

B. ORS 222.125, Annexation by consent of all owners of land and majority of electors; proclamation of annexation.

The legislative body of a city need not call or hold an election in the city or in any contiguous territory proposed to be annexed or hold the hearing otherwise required under ORS 222.120 when all of the owners of land in that territory and not less than 50 percent of the electors, if any, residing in the territory consent in writing to the annexation of the land in the territory and file a statement of their consent with the legislative body. Upon receiving written consent to annexation by owners and electors under this section, the legislative body of the city, by resolution or ordinance, may set the final boundaries of the area to be annexed by a legal description and proclaim the annexation. [1985 c.702 §3; 1987 c.738 §1]

**FINDING:** The sole property owner of the territory to be annexed who is also the sole elector residing within the territory to be annexed has consented to the annexation. The above statute does not require a hearing on the annexation.

C. ORS 222.177, Filing of annexation records with Secretary of State.

When a city legislative body proclaims an annexation under ORS 222.125, 222.150, 222.160 or 222.170, the recorder of the city or any other city officer or agency designated by the city legislative body to perform the duties of the recorder under this section shall transmit to the Secretary of State:

- (1) A copy of the resolution or ordinance proclaiming the annexation.
- (2) An abstract of the vote within the city, if votes were cast in the city, and an abstract of the vote within the annexed territory, if votes were cast in the territory. The abstract of the vote for each election shall show the whole number of electors voting on the annexation, the number of votes cast for annexation and the number of votes cast against annexation.
- (3) If electors or landowners in the territory annexed consented to the annexation under ORS 222.125 or 222.170, a copy of the statement of consent.
- (4) A copy of the ordinance issued under ORS 222.120 (4).
- (5) An abstract of the vote upon the referendum if a referendum petition was filed with respect to the ordinance adopted under ORS 222.120 (4). [1985 c.702 §4; 1987 c.737 §7; 1987 c.818 §10]

**FINDING:** The City will submit the necessary documents to the Secretary of State following Council approval of this Resolution.

D. ORS 222.180, Effective date of annexation.

(1) The annexation shall be complete from the date of filing with the Secretary of State of the annexation records as provided in ORS 222.177 and 222.900. Thereafter the annexed territory shall be and remain a part of the city to which it is annexed. The date of such filing shall be the effective date of annexation.

(2) For annexation proceedings initiated by a city, the city may specify an effective date that is later than the date specified in subsection (1) of this section. If a later date is specified under this subsection, that effective date shall not be later than 10 years after the date of a proclamation of annexation described in ORS 222.177. [Amended by 1961 c.322 §1; 1967 c.624 §15; 1973 c.501 §2; 1981 c.391 §5; 1985 c.702 §12; 1991 c.637 §9]

**FINDING:** The present annexation request was initiated by the property owner and will be complete as of the date of filing with the Secretary of State.

## **II. OREGON ADMINISTRATIVE RULES**

A. OAR 660-014-0060, Annexation of Lands Subject to an Acknowledged Comprehensive Plan.

A city annexation made in compliance with a comprehensive plan acknowledged pursuant to ORS 197.251(1) or 197.625 shall be considered by the commission to have been made in accordance with the goals unless the acknowledged comprehensive plan and implementing ordinances do not control the annexation. [Stat. Auth.: ORS Ch 196 & 197]

**FINDING:** The City of Prineville’s Comprehensive Plan has been acknowledged by the Land Conservation and Development Commission pursuant to ORS 197.251 and 197.625. Therefore, the present annexation request is considered to be made in accordance with the statewide planning goals and the goals need not be directly applied to this decision.

**III. CITY OF PRINEVILLE CODE**

A. Chapter 153, Land Development; Section 153.034, Zoning of Annexed Areas.

An area annexed to the City shall, upon annexation, assume the zoning classification determined by the City to be in compliance with the Comprehensive Plan; the determination shall be made by the City Council upon receipt of a recommendation relative thereto from the City Planning Commission.

**FINDING:** The Planning Commission considered the present annexation request at its April 20, 2021, meeting and recommended approval to the City Council. Based on the fact that the Comprehensive Plan designation for the Property is residential, the current County zoning is Suburban Residential Mobile (SRM1), and the surrounding area within the City is zoned (R2) the Planning Commission recommended the zoning classification for the Property be General Residential (R2).

BASED UPON the above findings, it is hereby resolved as follows:

1. The Property as shown in Exhibits ‘A’ and ‘B’ and any adjacent rights-of-way are hereby annexed into the City of Prineville.
2. The Property is hereby rezoned to General Residential (R2) from the current County zone of Suburban Residential Mobile (SRM1), which zoning is in compliance with the City’s comprehensive plan and City policy concerning the rezoning of annexed properties for compatibility with the existing uses and/or previous Crook County zoning designations.
3. The City Manager or his designee shall submit to the Oregon Secretary of State the necessary documents showing the Property has been annexed into the City of Prineville.
4. This Resolution becomes effective immediately.

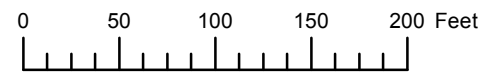
Approved by the City Council on the \_\_\_\_ day of April, 2021.

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

ATTEST:

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

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSE ONLY



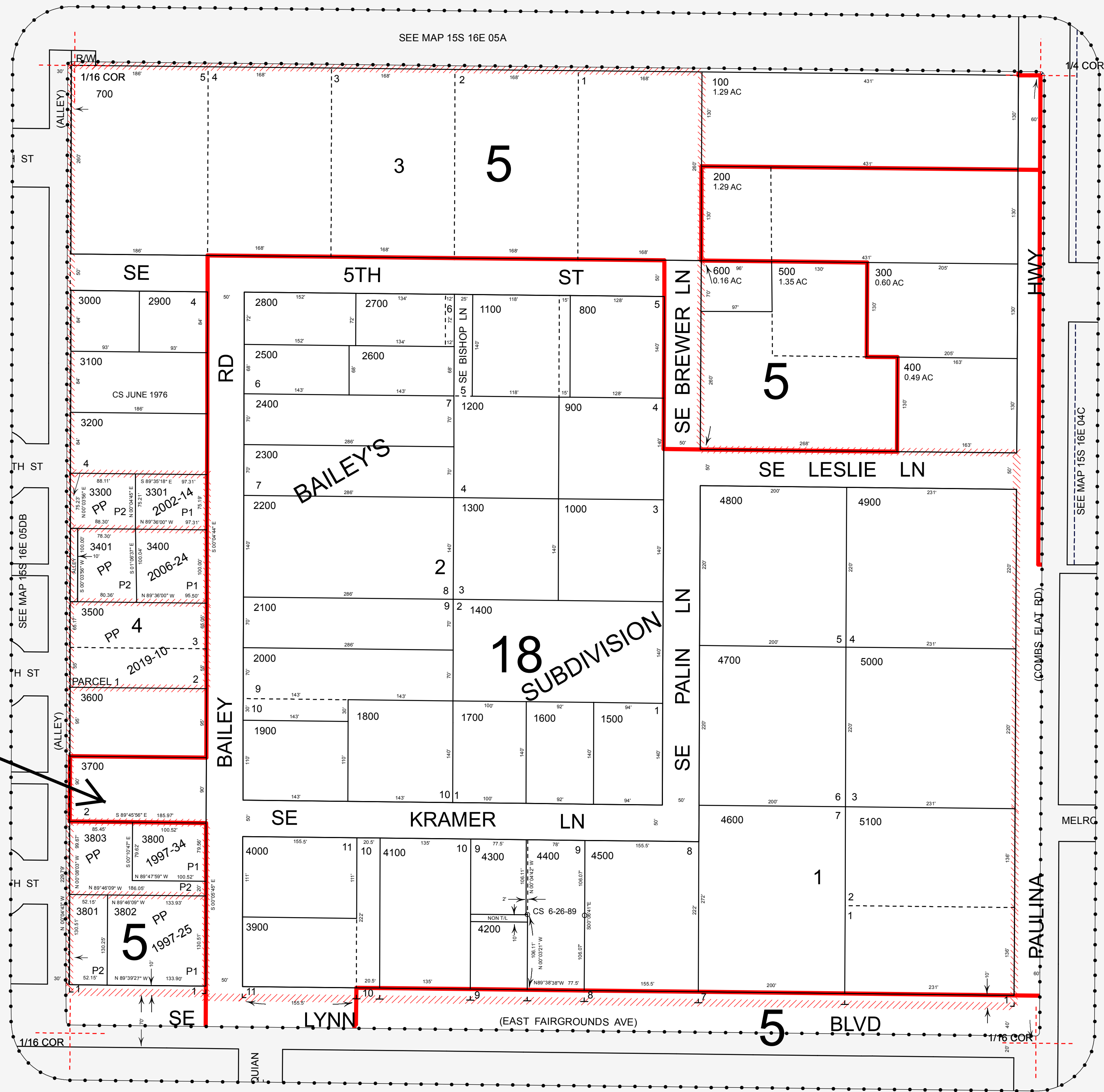
N.E.1/4 S.E.1/4 SEC.5 T.15S. R.16E. W.M.  
CROOK COUNTY  
1" = 100'

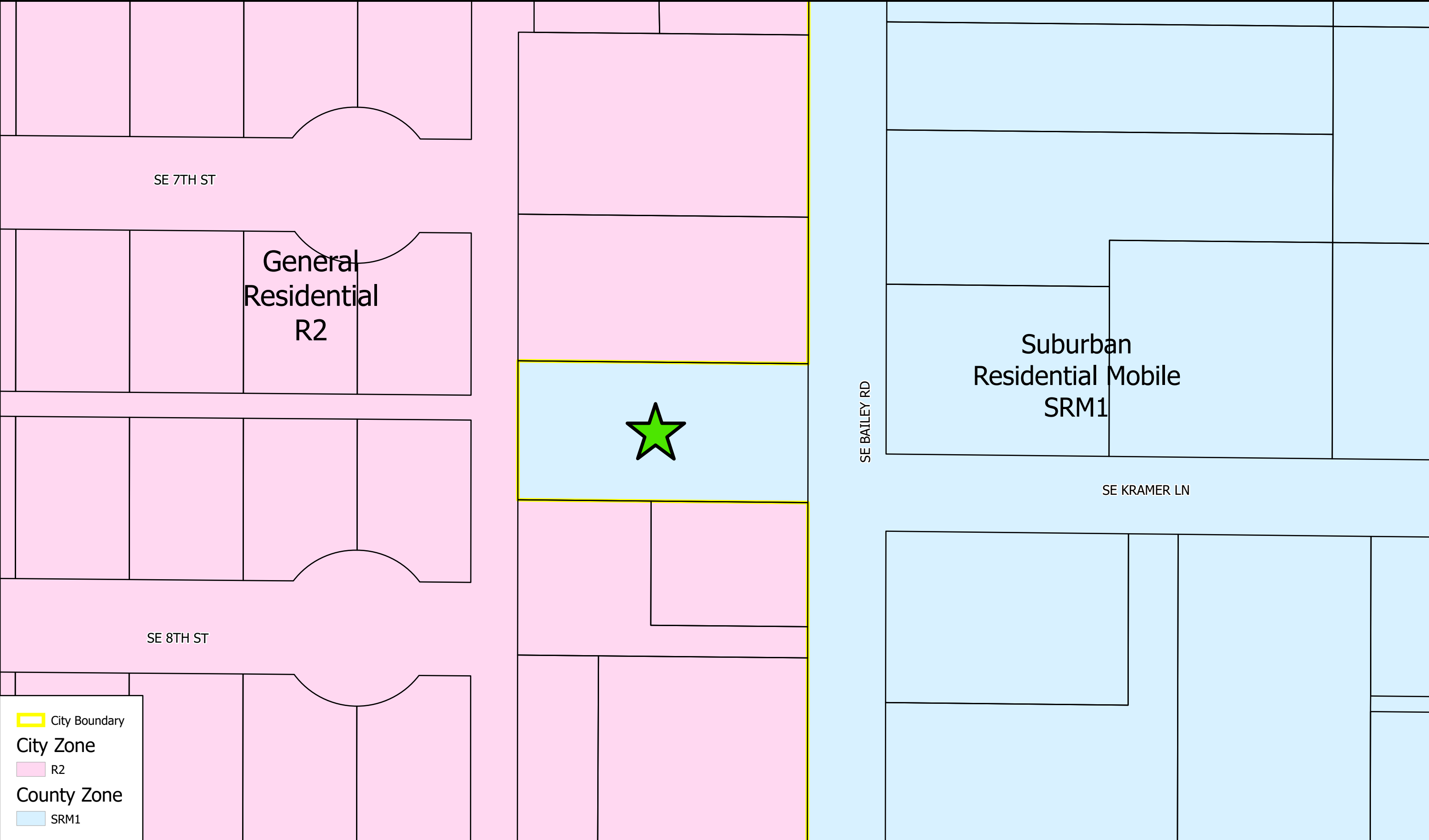
# Exhibit A

15S16E05DA  
PRINEVILLE

CANCELED:  
4301

Tax Lot 3700





**City Boundary**  
 City Boundary

**City Zone**  
 R2

**County Zone**  
 SRM1

# Exhibit 'B'

Zoning Prior to annexation  
 Date: 4/20/2021  
 ANX-2021-100



**Disclaimer:** 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 OR THE AUTHORITATIVE AND/OR PRECISE LOCATION OF BOUNDARIES, FIXED HUMAN WORKS, AND/OR THE SHAPE AND CONTOUR OF THE EARTH. NO REPRESENTATION IS MADE CONCERNING THE LEGAL STATUS OF ANY APPARENT ROUTE OF ACCESS IDENTIFIED IN DIGITAL OR HARD COPY 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.