



**Location:** City Hall – Council Chambers  
**Date:** November 09, 2021  
**Time:** 6:00 PM

## City Council Meeting Agenda

Mayor Jason Beebe, Council Members Steve Uffelman, Janet Hutchison, Patricia Jungmann, Gail Merritt, Jeff Papke, Raymond Law and City Manager Steve Forrester  
**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 10-26-2021

### Visitors, Appearances and Requests

### Council Presentations

### Council Business

2. Council Meeting Start Times
3. Council Meetings During Thanksgiving and Christmas Week Discussion - Steve Forrester
4. Intent to Award Valley Floor Well Project - Mike Kasberger / Eric Klann

### Staff Reports and Requests

5. City Manager's Report - Steve Forrester
6. Quarterly Financial Report - Lori Hooper / Liz Schuette

### Committee Reports

### Ordinances

7. Ordinance No. 1271 - Adopting Changes to Prineville Code Chapter 30 - Jered Reid / Councilor Papke

### Resolutions

8. Resolution No 1509 - Approving an Extension and Amendment to Public Transportation Agreement with COIC - Jered Reid

### Adjourn

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



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

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

City Council Meeting Brief  
October 26, 2021

**Council Members Present:**

Patricia Jungmann  
Ray Law  
Steve Uffelman  
Janet Hutchison

Gail Merritt  
Jason Beebe

**Council Members Absent**

Jeff Papke

**Additions to the Agenda**

None.

**Consent Agenda**

1. Regular Meeting Brief 10-12-2021

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

**Visitors, Appearances and Requests:**

No one came forward.

**Council Presentations**

None.

**Council Business**

None.

**Staff Reports and Requests:**

## 2. City Manager's Report– Steve Forrester

Mr. Forrester covered the highlights of his Manager's Report that talked about public safety being a priority and getting those positions filled as quickly as possible and the Shop with a Cop program gearing up.

Mr. Forrester went through each of the departments and added that there have been a lot of extra meetings added, but there is a lot of good stuff going on.

There were discussions about the construction near the golf course and the tight time line for it.

There were no further questions or comments.

### **Committee Reports**

Councilor Hutchison provided an update on the Ochoco Forest Collaboration and what they were looking at for December and January. Current conditions for restoration projects and wanting feedback from the Collaboration in November. There is pending litigation on Walton Lake and the environmental assessments (EA's). An attorney talked about filing an injunction to the lawsuit.

Councilor Hutchison attended a League of Oregon Cities (LOC) Women's Caucus meeting. They had a guest speaker that talked about Portland and Prineville and building relationships.

Councilor Uffeman attended a LOC Annual Board Membership. He added that he finds the our Council meetings a little early with regards to having workshops and executive sessions and would like this brought up for discussion at the next Council meeting, though he will be out of town and not present at the next meeting.

Councilor Hutchison added that the LOC Women's Caucus had elected an executive committee comprised of 10 at large directors, and she was selected for one of those positions.

Councilor Jungmann provided a Council Governance Committee meeting update, explaining that they had met on October 19<sup>th</sup>.

Mayor Beebe added that the Governance Committee met to go over Ordinance No. 945 and Prineville Code Chapter 30 and hoped it would come to council at the next meeting. The committee looked at some redundancies' and we will get those cleaned up.

Mayor Beebe talked about the Central Oregon Cities Organization meeting he attended that discussed how many new state legislative members there will be. We are losing some experienced leaders and it could have an effect on us.

There were no other reports.

None.

**Ordinances:**

None.

**Resolutions:**

None.

**Visitors Appearances and Requests:**

No one else came forward.

**Adjourn**

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

Meeting adjourned at 6:16 P.M.

**Motions and Outcomes:**

Motion:	Outcome	Beebe	Hutchison	Jungmann	Law	Merritt	Papke	Uffelman
Consent Agenda	PASSED	Y	Y	Y	Y	Y	-	Y
Adjourn Meeting	PASSED	Y	Y	Y	Y	Y	-	Y

Public Records Disclosure

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

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



# STAFF REPORT

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**MEETING DATE:** 11/9/2021

**PREPARED BY:** Mike Kasberger

**SECTION:** Council Business

**DEPARTMENT:** Public Works

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

**SUBJECT:** Intent to Award Floor Well Installation Project

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## **REASON FOR CONSIDERATION:**

As part of our capital improvement program the City has planned for and gone out for bid to drill 3 wells in the valley floor and 1 exploratory well near the airport.

## **BACKGROUND:**

Staff believes that by constructing these wells using current construction practices and screens we will yield more water.

## **FISCAL IMPACT:**

This is a budgeted item. We held a pre-bid conference on October 7<sup>th</sup>, 2021, where 4 drillers attended. We opened bids on October 26<sup>th</sup>. We only received 1 bid from Webedone DBA Abbas Well Drilling in the amount of \$712,130.00. The engineers estimate for the project is \$735,100.00.

## **RECOMMENDATION:**

Abbas is a local well driller who has done quality work for us in the past. The project came in below the engineers estimate and we feel that it is a good value. Staff recommends Council approve the intent to award the Valley Floor Well Installation project to Webedone DBA Abbas Well Drilling in the amount of \$712,130.00.

**City Manager Update to Council**  
**Council Meeting November 9th, 2021**

**Public Safety**

The Police Department accepted the Crook County Sheriff's Office challenge for the Crook County Holiday Partnership annual collection. They are looking for non-perishable food donations, especially peanut butter and jelly. There is a donation box located just inside the lobby at the Police Department.

Hiring additional officers, though it is tougher now since all agencies are hiring or candidates are not wanting to move at this time for one reason or another.

Chief Cummins will be speaking and assisting in week long Veterans Day activities throughout the community.

**Dispatch**

Dispatch continues seeking applicants and has one supervisor applicant that will be touring the facilities to get familiar with city operations since they are from a larger dispatch center. Competition is fierce right now with Deschutes looking for five applicants and offering incentives.

**Public Works**

We are very proud of our Street Supervisor, Scott Smith! Last week Scott was awarded the Northwest Pavement Management Association "Pavement Manager of the Year" Award!

This has greatly benefited the City and under Scott's leadership, the overall Pavement Condition Index (PCI) has continually increased since 2008. Scott's work in overseeing all transportation maintenance and capital projects has resulted in building positive relationships with Central Oregon contractors and reduced pricing compared to other cities and counties in our region. He has provided information to and encouraged several other smaller cities in our region to establish a PCI program and has even considered becoming an inspector in his retirement years to stay involved. Scott's work in this area has been exemplary and has made a positive and lasting impact for our community.

There are a lot of potential projects in the hopper right now.

**Rail Road**

The Rail Road is moving into the winter maintenance of the tracks, crossings and ties season. The freight depot has been very busy. The mag chloride de-icer cars are starting to move with winter coming and will have approximately 250 cars total.

**Meadow Lakes Golf**

Meadow Lakes is beginning their slower season and is preparing for the holiday sales for golf certificates and merchandise. October is down slightly from last October, but still stronger than budgeted. The Peoples Irrigation District project is moving along as expected. The new golf carts are still expected to arrive anytime.

## **Airport**

Business interest continues strong these last two weeks. The second Airport “Behind the Scenes with the Mayor” was just completed last week and will be released soon. It was a good October for fuel sales, however that is expected to slow down now. Fuel prices are increasing rapidly.

## **Planning**

Pre-application meetings continue for commercial and residential development and is expecting some significant applications within the next couple of months.

## **Human Resources**

We would like to welcome Ali Washechek to our Finance team and Orrin Libolt to our Public Works team. Welcome and we are glad to have you. Job openings are available in Public Works, Police Department and Dispatch and can be seen on our web page.

## **Information Technology**

IT team is busy wrapping up for winter site maintenance projects this week, which is good since the first snow accumulation is expected this weekend.

## **Finance**

The annual audit is going well and we are expecting the preliminary audited numbers next week.

## **City Recorder**

Central Oregon Cities Organization (COCO) has asked to begin brain storming for the 2022 legislative priorities. Please let us know if you have any you would like to discuss. City Hall will be closed Thursday, November 11<sup>th</sup> in observance of Veteran’s Day / Remembrance Day.

## **General – No Update**

## **City Legal – No Update**

## **EDCO**

Kelsey Lucas, Prineville EDCO Director continues to respond and assist numerous business inquiries for Prineville.

## **Public Relations – No Update**

## **SOCIAL MEDIA REPORT: - No Update**

## **Mayor/Council – No Report**



*City of Prineville, Oregon  
Financial Report  
First Quarter Ended September 30, 2021*



**Executive Summary**

The City of Prineville has moved to a biennial budget resulting in some changes being made to the presentation of the quarterly financial report. The report includes a city-wide summary of beginning fund balances, current period resources and expenditures, and the ending fund balances for all funds. Included in the fund summaries, starting on page six, are comparisons of actual to budgeted amounts, and narrative explaining results and highlights for the quarter. The biennial budget comparison to actual is highlighted in blue in each of the funds. Annual budget estimates for FY 22 reflect the annual allocation that the City’s 2022-23 biennial budget was based on and the quarter budget estimates have been allocated proportionally of the fiscal year budget (25 percent). The financial information presented is unaudited.

Quarter budget estimates allocated at 25 percent of the fiscal year budget compared to actual			Fiscal year 2022 numbers utilized in the preparation of the 2022-23 biennial budget compared to actual				Biennial budget comparison to actual		
↓			↓				↓		
Current Quarter			Year to Date						
Quarter Budget Est.	Actual	Quarter Budget %	Annual Budget Est.	Actual	Annual Est. Budget %	Annual Est. Budget Balance	Biennial Budget	Biennial Budget %	Biennial Budget Remaining Balance

During the first quarter ending September 30, 2021 the City’s financial condition decreased by approximately \$36,000. Funds with a significant negative impact to fund balance include the Emergency Dispatch, Transportation, Transportation SDC, Water SDC, Wastewater and the Administrative and Financial Services Fund. Funds with significant increases in fund balance include Airport, Water, Golf Course and the Building Facilities Fund. Capital improvements and scheduled debt service payments largely contributed to the decrease in the City’s financial condition. Also taking place during the first quarter was a refinancing of debt that affected the Water, Wastewater, Golf and Building Facilities Funds. New debt issued during the first quarter was associated with the purchase of new golf carts in the Golf Fund and the purchase of a new street sweeper in the Public Works Fund.

Through the first quarter, General Fund revenues came in at roughly 25 percent of the annual budget or \$2.3 million. The largest contributor to the General Funds first quarter revenue collection was stimulus dollars from the American Rescue Plan Act in the amount of \$1.2 million. Property tax revenue is at 1 percent and down slightly compared to the prior year. Transient lodging taxes are up in comparison to the prior year quarter end by roughly \$47,000 with travel restrictions being lifted that were put out by the Governor due to the COVID-19 pandemic. Franchise fees are at roughly 21 percent of the annual budget with collection increasing approximately \$82,000 over the prior year at quarter end. Electrical franchise fees continue to be on the rise due to the continued build out of the data centers and are up over the prior year at quarter end roughly \$78,000. Overall, the General fund realized an increase in fund balance of roughly 4 percent or approximately \$110,000 in the first quarter. This was largely due to the stimulus dollars received, bringing the fund balance to roughly \$2.8 million.

The Transportation’s fund balance decreased roughly \$308,000 -91 percent through the first quarter. This is anticipated with the timing in which street projects are completed versus the timing in which revenue for the fund is received. First quarter state gas tax collection came in at

September 30, 2021

roughly \$201,000 and is up approximately \$58,000 over the prior year quarter end with the Governor's travel restrictions due to the COVID-19 pandemic being lifted in June. Capital improvements during the first quarter are largely associated with the 2021 paving projects which included the completion of the Rails to Trails project.

In Emergency Dispatch, fund balance decreased approximately \$139,000 or -13 percent through the first quarter. First quarter revenues were at roughly 34 percent of the annual budget with the fire district paying their annual user fees and E-911 funds being up over the prior year due to a rate increase in January. Personnel services is at 22 percent of the annual budget, and overtime came in at roughly 66 percent of the annual budget with newly hired dispatchers looking to complete their training and open positions looking to be filled.

Through the first quarter, fund balance decreased in both the Transportation SDC and the Water SDC Funds due to capital projects. In the Transportation SDC Fund, expenditures were largely associated with the 10<sup>th</sup> and Main Street project and the Peters Road / Combs Flat extension project. In the Water SDC Fund, the Aquifer Storage and Recovery (ASR) project continued and will likely require a budget adjustment prior to the end of the fiscal year. The ASR project is a method of water storage that uses the natural water storage capabilities of underground aquifers as a cost-effective, scalable and ecologically friendly water storage alternative to traditional storage options, such as above-ground reservoirs and short-term water supply storage tanks. In Wastewater SDC the fund balance increased approximately \$36,000 with no capital expenses budgeted for the biennium. A budget adjustment will be needed to complete the screen project that was started in the prior year. SDC collection during the first quarter was associated with roughly 15 housing and 5 commercial starts.

In the Railroad Fund, first quarter revenue comparisons to the prior year show the overall railroad operating revenues are down by roughly -6 percent. Significant decreases are in switching and storage, largely due to a loss of storage cars in July. The overall car count is up by approximately 26 cars and the revenue per car average has increased over the prior year at quarter end with the increases in McCall Oil and Heniff Transportation cars. Freight Depot charges for services are up over prior year quarter end, largely due to increased lease revenue from Heniff Transportation. Materials and services are at roughly 43 percent of the annual budget which includes approximately \$71,000 in liability insurance paid in the first quarter. Overall operating expenses are up in comparison to the prior year at quarter end by about 14 percent largely due to a new employee that was brought on in January, needed locomotive repairs that were done and increases in insurance costs. Capital expenditures during the first quarter are for the paving of the parking lot and the rebuilding of a retaining wall at the old railway office totaling approximately \$24,000. Fund balance decreased roughly \$31,000 or -3 percent through the first quarter.

In the Airport Fund, fund balance increased approximately \$113,000 largely due to the receipt of Crook County's annual support payments during the first quarter. Operating revenues are down roughly -18 percent with operating expenses up 11 percent in comparison to the prior year at quarter end. Fuel sales are down significantly in comparison to the first quarter of the prior year by roughly -21 percent. Last year, August was a record fuel sales month for the airport due to firefighting air crafts setting up operations at the airport for the extremely active fire season. This

September 30, 2021

year, the fire season was a bit milder. Fuel inventory at quarter end totaled approximately \$65,000 with fuel needing to be on hand to support firefighting crews.

Meadow Lakes Golf shows an increase in fund balance through the first quarter of approximately \$494,000 or 93 percent with \$327,000 of debt proceeds coming in for the purchase of new golf carts. These carts are expected to be purchased during the second quarter. Operating revenue for the golf course is up in comparison to the prior year roughly 13 percent. Rounds of golf are up by approximately 1300 rounds in comparison to the prior year at quarter end. Golf is one of the few sports that can be played within the social distancing recommendations due to COVID-19, this coupled with good weather, resulted in another record breaking first quarter for Meadow Lakes. Golf course operating expenditures are up approximately 4 percent largely due to increased activity. Maintenance expenditures are up roughly 17 percent over the prior year at quarter end due to needed pond and equipment maintenance and additional course supplies.

In the Administration and Financial Support Services the fund balance decreased roughly -26 percent with Information Technology coming in at roughly 41 percent of the annual budget. This is due to several annual service agreements coming due during the first quarter and upgrades to 911 infrastructure and 911 user equipment that took place during the first quarter. Both the City Council and Finance Departments in this fund are tracking under budget. The Administration Department is slightly above budget with the annual insurance payment coming due during the first quarter.

Through the first quarter the Building Facilities fund balance increased roughly 42 percent with both the Police Facilities and Barnes Butte Facilities tracking under budget. Debt for the City Hall building was refinance for a lower interest rate. A budget adjustment will need to be done in the CDBG – Sr. Center Department due to their steam table no longer working and the State agreeing to let the remaining dollars from the Community Development Block Grant pay for its replacement.

Other funds are as anticipated at quarter end. A summary is presented in each fund to provide an explanation of financial performance and operating issues. We appreciate comments on how we may be able to improve this report to enhance your understanding of the City's finances.

Sincerely,

Steve Forrester  
City Manager

Liz Schuette,  
Finance Director

Lori Hooper,  
Accounting Manager

*All City Funds*

Fund	Current Budget	Unaudited	Current	Current	Ending	Change	Change	Budget / Actual
	Beginning Fund Balance	Beginning Fund Balance	Year Resources	Year Expenditures	Fund Balance	in Fund Balance	in Fund Balance	Variance Over / (Under)
General	\$ 2,760,579	\$ 2,689,901	\$ 2,302,425	\$ 2,192,532	\$ 2,799,794	\$ 109,893	4%	\$ (70,678)
Transportation	309,692	338,198	575,636	883,943	29,891	(308,307)	-91%	28,506
Emergency Dispatch	1,079,426	1,059,448	388,721	527,329	920,840	(138,608)	-13%	(19,978)
Planning	105,620	135,504	100,037	99,954	135,587	83	0%	29,884
Transportation SDC	1,006,745	894,283	77,622	869,036	102,869	(791,414)	-88%	(112,462)
Water SDC	678,559	163,653	72,937	237,318	(728)	(164,381)	-100%	(514,906)
Wastewater SDC	108,660	153,716	36,124	-	189,840	36,124	24%	45,056
PERS / POB Fund	1,376,018	1,377,472	101,771	-	1,479,243	101,771	7%	1,454
Railroad	1,185,460	1,241,808	249,522	280,826	1,210,504	(31,304)	-3%	56,348
Airport	35,436	47,091	383,379	270,801	159,668	112,577	239%	11,655
Water	1,051,618	1,083,771	3,257,250	2,578,238	1,762,783	679,012	63%	32,153
Wastewater	2,554,024	2,799,699	6,090,800	6,288,089	2,602,410	(197,288)	-7%	245,675
Golf Course and Restaurant	420,025	532,930	1,113,196	618,852	1,027,274	494,344	93%	112,905
Administration and Financial Service	642,949	680,775	739,730	918,890	501,616	(179,159)	-26%	37,826
Building Facilities	362,428	449,351	1,343,147	1,154,637	637,861	188,510	42%	86,923
Plaza Maintenance	25,402	23,341	10,037	2,742	30,636	7,295	31%	(2,061)
Public Works Support Services	208,638	393,485	706,223	661,718	437,990	44,504	11%	184,847
Totals	\$ 13,911,279	\$ 14,064,426	\$ 17,548,557	\$ 17,584,903	\$ 14,028,080	\$ (36,347)	0%	153,147



*July 2021 sunset from the viewpoint looking towards the Crooked River Wetlands Complex.*

**General Fund**

The General Fund accounts for the City’s police and non-departmental operations and activities. The primary sources of revenue include property taxes, transient lodging taxes, franchise fees, and intergovernmental revenue.

Overall revenue collection for the first quarter is at approximately \$2.3 million or 25 percent of the annual budget. First quarter intergovernmental revenue is largely associated with the America Rescue Plan Act stimulus package with the city’s distribution coming in at roughly \$1.2 million for FY 22. Year to date property tax revenue is roughly 1 percent of the annual budget which is down slightly over the prior year at quarter end. Transient lodging taxes are up in comparison to the prior year quarter end by roughly \$47,000 with travel restrictions no longer in place by the Governor due to the COVID-19 pandemic. Franchise fees are at roughly 21 percent of the annual budget with collection increasing approximately \$82,000 over prior year’s first quarter. Electrical franchise fees continue to be on the rise and are up over the prior year at quarter end roughly \$78,000 with the continued build outs of the data centers.

Police spending for the first quarter of the year was at approximately 25 percent of the annual budget. Personnel services are at roughly 25 percent of the annual budget with overtime tracking at approximately 22 percent. Personnel fees are over budget and have increased over the last several years due to the department hiring experienced / lateral officers to fill open positions. Non-Departmental is at roughly 20 percent of budget with the Prineville Renewable Energy Project (PREP) having roughly \$197,000 in expenditures. These expenditures will be reimbursed through an Energy Trust of Oregon and U.S Forest Service grant.

Overall, the General Fund realized an increase in fund balance of roughly 4 percent in the first quarter largely due to the stimulus dollars that were received in August.



*Prineville Police supporting the Crook County little league car wash fundraiser during the first quarter.*

**General Fund – Continued**

Revenue	Current Quarter			Year to Date				Biennial Budget	Biennial Budget %	Biennial Budget Remaining Balance
	Quarter Budget Est.	Quarter Actual	Quarter Budget %	Annual Budget Est.	Annual Actual	Annual Est. Budget %	Annual Est. Budget Balance			
Property taxes	\$ 635,000	\$ 18,641	3%	\$ 2,540,000	\$ 18,641	1%	\$ 2,521,359	\$ 5,160,000	0%	\$ 5,141,359
Transient lodging tax	87,500	162,941	186%	350,000	162,941	47%	187,059	700,000	23%	537,059
Franchise fees	926,550	786,354	85%	3,706,200	786,354	21%	2,919,846	7,834,400	10%	7,048,046
Licenses and permits	1,925	3,413	177%	7,700	3,413	44%	4,288	15,900	21%	12,488
Intergovernmental revenues	384,950	1,266,438	329%	1,539,800	1,266,438	82%	273,362	1,987,800	64%	721,362
Charges for services	100,000	-	-	400,000	-	-	400,000	400,000	0%	400,000
Interest	2,500	2,794	112%	10,000	2,794	28%	7,206	20,000	14%	17,206
Miscellaneous	87,000	61,845	71%	348,000	61,845	18%	286,155	706,000	9%	644,155
Transfers	32,500	-	-	130,000	-	-	130,000	280,000	-	280,000
<b>Total revenue</b>	<b>\$ 2,257,925</b>	<b>\$ 2,302,425</b>	<b>102%</b>	<b>\$ 9,031,700</b>	<b>\$ 2,302,425</b>	<b>25%</b>	<b>\$ 6,729,275</b>	<b>\$ 17,104,100</b>	<b>13%</b>	<b>\$ 14,801,675</b>
<b>Expenditures</b>										
Police	\$ 1,552,350	1,557,633	100%	\$ 6,209,400	\$ 1,557,633	25%	4,651,767	\$ 12,876,500	12%	\$ 11,318,867
Non-departmental	781,250	634,899	81%	3,125,000	634,899	20%	2,490,101	4,636,100	14%	4,001,201
Contingency				2,457,879				2,352,079		
<b>Total expenditures</b>	<b>\$ 2,333,600</b>	<b>\$ 2,192,532</b>	<b>94%</b>	<b>\$ 11,792,279</b>	<b>\$ 2,192,532</b>	<b>19%</b>	<b>\$ 7,141,868</b>	<b>\$ 19,864,679</b>	<b>11%</b>	<b>\$ 15,320,068</b>
<b>Revenue over (under) expenditures</b>	<b>(75,675)</b>	<b>109,893</b>	<b>4%</b>	<b>(2,760,579)</b>	<b>109,893</b>	<b>4%</b>	<b>\$ (412,593)</b>	<b>(2,760,579)</b>		
<b>Beginning fund balance</b>	<b>2,760,579</b>	<b>2,689,901</b>	<b>97%</b>	<b>2,760,579</b>	<b>2,689,901</b>	<b>97%</b>		<b>2,760,579</b>		
<b>Ending fund balance</b>	<b>\$ 2,684,904</b>	<b>\$ 2,799,794</b>	<b>104%</b>	<b>\$ -</b>	<b>\$ 2,799,794</b>	<b>-</b>		<b>\$ -</b>		

Notes:



An informational video for the biomass / Prineville Renewable Energy Project (PREP) was released during the first quarter.

**Transportation Fund**

The Transportation Fund accounts for the operation and maintenance of the City’s streets, bike lanes, and sidewalk systems. Principal sources of revenue are state gas taxes allocated to cities, permits, and interest. Principal expenditures are for public works staff, patching, painting, slurry seals, signals, insurance and asphalt.

Revenue for the Transportation Fund through the first quarter is at approximately 32 percent of the annual budget. Intergovernmental revenue collection is at 37 percent of the annual budget with roughly \$201,000 coming in for gas taxes during the first quarter. State gas tax collection is up approximately \$58,000 over the prior year quarter end with COVID19 restrictions being lifted in June 2021. The Oregon Department of Transportation used stimulus dollars to back fill lost gas tax revenues allocating \$153,000 to the City or Prineville that was received in July 2021.

Expenditures in the first quarter came in at approximately 42 percent of annual budget. Capital improvements during the first quarter were largely associated with paving projects. The second phase of the Rails to Trails project was completed during the first quarter (pictured below).

Fund balance decreased roughly \$308,000 through the first quarter. This is anticipated with the timing in which street projects are completed versus the timing in which revenue for the fund is received. Fund balance is anticipated to recover by yearend.



	Current Quarter			Year to Date				Biennial Budget	Biennial Budget %	Biennial Budget Remaining Balance
	Quarter Budget Est.	Actual	Quarter Budget %	Annual Budget Est.	Actual	Annual Est. Budget %	Annual Est. Budget Balance			
<b>Revenue</b>										
Franchise fees	\$ 87,250	\$ 85,000	97%	\$ 349,000	\$ 85,000	24%	\$ 264,000	\$ 709,000	12%	\$ 624,000
Intergovernmental	259,400	388,909	150%	1,037,600	388,909	37%	648,691	2,116,700	18%	1,727,791
Transfers	100,000	100,000	100%	400,000	100,000	25%	300,000	800,000	13%	700,000
Interest	250	863	345%	1,000	863	86%	137	2,000	43%	1,137
Miscellaneous	4,750	864	18%	19,000	864	5%	18,136	38,000	2%	37,136
<b>Total revenue</b>	<b>\$ 451,650</b>	<b>\$ 575,636</b>	<b>127%</b>	<b>\$ 1,806,600</b>	<b>\$ 575,636</b>	<b>32%</b>	<b>\$ 1,230,964</b>	<b>\$ 3,665,700</b>	<b>16%</b>	<b>\$ 3,090,064</b>
<b>Expenditures</b>										
Personnel services	\$ 64,025	\$ 62,106	97%	\$ 256,100	\$ 62,106	24%	193,994	\$ 526,300	12%	\$ 464,194
Material and services	75,675	145,931	193%	302,700	145,931	48%	156,769	606,300	24%	460,369
Capital outlay										
Improvements	188,650	548,531	291%	754,600	548,531	73%	206,069	1,509,200	36%	960,669
Transfers	127,375	127,375	100%	509,500	127,375	25%	382,125	1,035,500	12%	908,125
Contingency				293,392				298,092		298,092
<b>Total expenditures</b>	<b>\$ 455,725</b>	<b>\$ 883,943</b>	<b>194%</b>	<b>\$ 2,116,292</b>	<b>883,943</b>	<b>42%</b>	<b>\$ 938,957</b>	<b>\$ 3,975,392</b>	<b>22%</b>	<b>\$ 3,091,449</b>
<b>Revenue over (under) expenditures</b>	<b>\$ (4,075)</b>	<b>\$ (308,307)</b>	<b>-91%</b>	<b>\$ (309,692)</b>	<b>\$ (308,307)</b>	<b>-91%</b>	<b>\$ 292,007</b>	<b>\$ (309,692)</b>		
<b>Beginning fund balance</b>	<b>309,692</b>	<b>338,198</b>	<b>109%</b>	<b>309,692</b>	<b>338,198</b>	<b>109%</b>		<b>309,692</b>		
<b>Ending fund balance</b>	<b>\$ 305,617</b>	<b>\$ 29,891</b>	<b>10%</b>	<b>\$ -</b>	<b>\$ 29,891</b>	<b>-</b>		<b>\$ -</b>		



**Emergency Dispatch Fund**

This fund accounts for the Emergency Dispatch operation. The operation provides dispatching and records management services for the public safety departments serving the Crook County area, with the exception of the State Police. The primary revenue sources are payments by users for services provided, including a transfer from the City’s police department in the General Fund. The operation is managed by the City’s Police Department.

Revenue collection for the Emergency Dispatch fund was approximately \$527,000 or 34 percent of the annual budget. First quarter intergovernmental revenue collection was at roughly \$309,000 with E-911 funds up over the prior year at quarter end and the fire district paying their annual user fees during the first quarter.

Expenditures are at approximately \$527,000 or 24 percent of the annual budget. Personnel services are 22 percent of the annual budget or approximately \$287,000 with overtime coming in at roughly 66 percent of the annual budget. Dispatch continued to be short staffed during the first quarter as open positions are looking to be filled. Two new dispatchers were certified during the first quarter (pictured below). Materials and services are at roughly 35 percent of the annual budget with the annual insurance and annual service agreement payments coming out in the first quarter. First quarter capital expenditures were largely associated with new radio consoles and radio console upgrades.

Fund balance decreased roughly \$139,000 or -13 percent through the first quarter largely due to budgeted capital projects.

Revenue	Current Quarter			Year to Date				Biennial Budget	Biennial Budget %	Biennial Budget Remaining Balance
	Quarter Budget Est.	Actual	Quarter Budget %	Annual Budget Est.	Actual	Annual Est. Budget %	Annual Est. Budget Balance			
Intergovernmental	\$ 203,200	\$ 308,934	152%	\$ 812,800	\$ 308,934	38%	\$ 503,866	\$ 2,033,500	15%	\$ 1,724,566
Miscellaneous	1,000	-	-	4,000	-	-	4,000	8,000	0%	8,000
Interest	1,500	1,212	81%	6,000	1,212	20%	4,788	12,000	10%	10,788
Transfers from other funds	78,575	78,575	100%	314,300	78,575	25%	235,725	1,070,400	7%	991,825
<b>Total revenue</b>	<b>\$ 284,275</b>	<b>\$ 388,721</b>	<b>137%</b>	<b>\$ 1,137,100</b>	<b>\$ 388,721</b>	<b>34%</b>	<b>\$ 748,379</b>	<b>\$ 3,123,900</b>	<b>12%</b>	<b>\$ 2,735,179</b>
<b>Expenditures</b>										
Personnel services	\$ 327,350	\$ 287,012	88%	\$ 1,309,400	\$ 287,012	22%	1,022,388	\$ 2,713,400	11%	\$ 2,426,388
Material and services	71,375	100,065	140%	285,500	100,065	35%	185,435	575,300	17%	475,235
Capital outlay										
Equipment	27,000	91,376	338%	108,000	91,376	85%	16,624	177,000	52%	85,624
Transfers	48,875	48,875	100%	195,500	48,875	25%	146,625	401,000	12%	352,125
Contingency				318,126				336,626		336,626
<b>Total expenditures</b>	<b>\$ 474,600</b>	<b>\$ 527,329</b>	<b>111%</b>	<b>\$ 2,216,526</b>	<b>\$ 527,329</b>	<b>24%</b>	<b>\$ 1,371,071</b>	<b>\$ 4,203,326</b>	<b>13%</b>	<b>\$ 3,675,997</b>
<b>Revenue over (under) expenditures</b>	<b>\$ (190,325)</b>	<b>\$ (138,608)</b>	<b>-13%</b>	<b>\$ (1,079,426)</b>	<b>\$ (138,608)</b>	<b>-13%</b>	<b>\$ (622,692)</b>	<b>\$ (1,079,426)</b>		
<b>Beginning fund balance</b>	<b>1,079,426</b>	<b>1,059,448</b>	<b>98%</b>	<b>1,079,426</b>	<b>1,059,448</b>	<b>98%</b>		<b>1,079,426</b>		
<b>Ending fund balance</b>	<b>\$ 889,101</b>	<b>\$ 920,840</b>	<b>104%</b>	<b>\$ -</b>	<b>\$ 920,840</b>	<b>-</b>		<b>\$ -</b>		



**Planning Fund**

The Planning Fund accounts for the planning activities of the City. A transfer of funds from General Fund to Planning helps support the short term planning needs of the city. General administrative costs are paid through internal charges to the Internal Services Fund for the following services based upon the cost to the department for using these services; administrative and financial services, risk management, computer and phone services. The costs of these services are at full cost, including replacement cost, thereby providing a more accurate cost of providing services.

First quarter revenue collection came in at approximately \$100,000 or 24 percent of the annual budget. Revenue collection for the licenses and permits is at approximately \$9,000, an increase over prior year first quarter by roughly \$3,000. Development highlights included the review and approval of several industrial developments in the Tom McCall and Baldwin industrial parks, approval of an expansion of Facebooks first building, and roughly 15 residential and 5 commercial starts that paid SDC's during the first quarter.

Expenditures during the first quarter are at approximately \$100,000 or 19 percent of the annual budget. Expenditures are tracking slightly below budget at quarter end with annual insurance being paid during the first quarter.

Fund balance basically remained flat through the first quarter.

	Current Quarter			Year to Date				Biennial Budget	Biennial Budget %	Biennial Budget Remaining Balance
	Quarter Budget Est.	Actual	Quarter Budget %	Annual Budget Est.	Actual	Annual Est. Budget %	Annual Est. Budget Balance			
<b>Revenue</b>										
Licenses and permits	\$ 10,000	\$ 9,232	92%	\$ 40,000	\$ 9,232	23%	\$ 30,769	\$ 80,000	12%	\$ 70,769
Intergovernmental	1,275	-	-	5,100	-	-	5,100	10,000	-	10,000
Charges for services	6,925	3,082	45%	27,700	3,082	11%	24,618	55,600	6%	52,518
Interest	250	224	89%	1,000	224	22%	776	2,000	11%	1,776
Transfers from other funds	87,500	87,500	100%	350,000	87,500	25%	262,500	710,000	12%	622,500
<b>Total revenue</b>	<b>\$ 105,950</b>	<b>\$ 100,037</b>	<b>94%</b>	<b>\$ 423,800</b>	<b>\$ 100,037</b>	<b>24%</b>	<b>\$ 323,763</b>	<b>\$ 857,600</b>	<b>12%</b>	<b>\$ 757,563</b>
<b>Expenditures</b>										
Personnel services	\$ 65,125	\$ 64,710	99%	\$ 260,500	\$ 64,710	25%	\$ 195,790	\$ 546,900	12%	\$ 482,190
Material and services	10,925	2,919	27%	43,700	2,919	7%	40,781	88,600	3%	85,681
Transfers	32,325	32,325	100%	129,300	32,325	25%	96,975	263,500	12%	231,175
Contingency				95,920				64,220		64,220
<b>Total expenditures</b>	<b>\$ 108,375</b>	<b>\$ 99,954</b>	<b>92%</b>	<b>\$ 529,420</b>	<b>\$ 99,954</b>	<b>19%</b>	<b>\$ 333,546</b>	<b>\$ 963,220</b>	<b>10%</b>	<b>\$ 863,266</b>
<b>Revenue over (under) expenditures</b>	<b>\$ (2,425)</b>	<b>\$ 83</b>	<b>0%</b>	<b>\$ (105,620)</b>	<b>\$ 83</b>	<b>0%</b>	<b>\$ (9,783)</b>	<b>\$ (105,620)</b>		
<b>Beginning fund balance</b>	<b>105,620</b>	<b>135,504</b>	<b>128%</b>	<b>105,620</b>	<b>135,504</b>	<b>128%</b>		<b>105,620</b>		
<b>Ending fund balance</b>	<b>\$ 103,195</b>	<b>\$ 135,587</b>	<b>131%</b>	<b>\$ -</b>	<b>\$ 135,587</b>	<b>-</b>		<b>\$ -</b>		

**Transportation SDC Fund**

This fund accounts for the collection and expenditure of transportation system development charges. The primary revenue source is SDC's. Expenditures are for qualified capital improvement projects and related costs.

Revenue collection for the Transportation SDC fund is at approximately 10 percent of the annual budget. SDC collection at quarter end is at roughly \$77,000 with roughly 15 housing and 5 commercial starts that paid SDC's in the first quarter.

Expenditures at quarter end were primarily associated with capital projects. Capital expenditures during the first quarter were largely for the 10<sup>th</sup> and Main Street design build and the Peters Road / Combs Flat extension project.

Fund balance decreased roughly \$791,000 or -88 percent through the first quarter. Budgeted capital expenditures have contributed to the decrease in fund balance.

Revenue	Current Quarter			Year to Date				Biennial Budget	Biennial Budget %	Biennial Budget Remaining Balance
	Quarter Budget Est.	Actual	Quarter Budget %	Annual Budget Est.	Actual	Annual Est. Budget %	Annual Est. Budget Balance			
Miscellaneous	75,000	-	-	300,000	-	-	300,000	300,000	-	300,000
Interest	1,000	981	98%	4,000	981	25%	3,019	8,000	12%	7,019
Transfers	37,500	-	-	150,000	-	-	150,000	150,000	0%	150,000
System development charges	85,875	76,641	89%	343,500	76,641	22%	266,859	687,000	11%	610,359
<b>Total revenue</b>	<b>\$ 199,375</b>	<b>\$ 77,622</b>	<b>39%</b>	<b>\$ 797,500</b>	<b>\$ 77,622</b>	<b>10%</b>	<b>\$ 719,878</b>	<b>\$ 1,145,000</b>	<b>7%</b>	<b>\$ 1,067,378</b>
<b>Expenditures</b>										
Material and services	\$ 2,500	\$ 833	33%	\$ 10,000	\$ 833	8%	\$ 9,168	\$ 20,000	4%	\$ 19,168
Capital outlay										
Improvements	325,000	868,203	267%	1,300,000	868,203	67%	431,797	1,900,000	46%	1,031,797
Transfers	4,300	-	-	17,200	-	-	17,200	34,400	-	34,400
Contingency				477,045				197,345		197,345
<b>Total expenditures</b>	<b>\$ 331,800</b>	<b>\$ 869,036</b>	<b>262%</b>	<b>\$ 1,804,245</b>	<b>\$ 869,036</b>	<b>48%</b>	<b>\$ 458,164</b>	<b>\$ 2,151,745</b>	<b>40%</b>	<b>\$ 1,282,709</b>
<b>Revenue over (under) expenditures</b>	<b>\$ (132,425)</b>	<b>\$ (791,414)</b>	<b>-88%</b>	<b>\$ (1,006,745)</b>	<b>\$ (791,414)</b>	<b>-88%</b>	<b>\$ 261,714</b>	<b>\$ (1,006,745)</b>		
<b>Beginning fund balance</b>	<b>1,006,745</b>	<b>894,283</b>	<b>89%</b>	<b>1,006,745</b>	<b>894,283</b>	<b>89%</b>		<b>1,006,745</b>		
<b>Ending fund balance</b>	<b>\$ 874,320</b>	<b>\$ 102,869</b>	<b>12%</b>	<b>\$ -</b>	<b>\$ 102,869</b>	<b>-</b>		<b>\$ -</b>		



*New signal being installed at 10th and Main Street in August 2021.*

**Water SDC Fund**

This fund accounts for the collection and expenditure of water system development charges. The primary revenue source is SDC's. Expenditures are for qualified capital improvement projects and related costs.

Revenue for the first quarter was at approximately \$73,000 which was largely associated with the collection of SDC's. There were roughly 15 housing and 5 commercial starts that paid SDC's in the first quarter. Miscellaneous revenue is associated with a reimbursement from the Energy Trust of Oregon for lighting at the ASR building.

Expenditures are at roughly \$237,000 for the first quarter and are solely associated with the completion of the ASR project. This project was originally anticipated to be completed by the end of June 2021 and will likely require a budget adjustment due to the crossing over in fiscal years and unanticipated expenditures associated with the completion of the project. The ASR project is a method of water storage that uses the natural water storage capabilities of underground aquifers as a cost-effective, scalable and ecologically friendly water storage alternative to traditional storage options, such as above-ground reservoirs and short-term water supply storage tanks. It allows water to be appropriated and injected into the aquifer via wells during periods of cooler temperatures, higher streamflow and lower demands. The stored water can later be recovered and used during periods of hotter temperatures and higher demands, thereby reducing stress on native water sources. In addition, it also provides for a readily available source of stored water for use in the event of drought or supply interruption.

At first quarter end, fund balance decreased roughly \$164,000 or -100 percent due to capital projects. Fund balance is expected to recover by yearend.

Revenue	Current Quarter			Year to Date				Biennial Budget	Biennial Budget %	Biennial Budget Remaining Balance
	Budget Est.	Actual	Budget %	Annual Budget Est.	Actual	Annual Est. Budget %	Annual Est. Budget Balance			
Interest	\$ 500	\$ 1,046	209%	\$ 2,000	\$ 1,046	52%	\$ 954	\$ 4,000	26%	\$ 2,954
System development charges	91,250	65,128	71%	365,000	70,270	19%	294,730	730,000	10%	659,730
Transfers	175,000	-	-	700,000	-	-	700,000	700,000	0%	700,000
Miscellaneous	-	1,621	-	-	1,621	-	(1,621)	-	-	(1,621)
<b>Total revenue</b>	<b>\$ 266,750</b>	<b>\$ 67,796</b>	<b>25%</b>	<b>\$ 1,067,000</b>	<b>\$ 72,937</b>	<b>7%</b>	<b>\$ 295,684</b>	<b>\$ 1,434,000</b>	<b>5%</b>	<b>\$ 1,361,063</b>
<b>Expenditures</b>										
Capital outlay										
Improvements	\$ 150,000	\$ 237,318	158%	\$ 600,000	\$ 237,318	40%	\$ 362,682	\$ 1,200,000	20%	\$ 962,682
Transfers	105,525	-	-	422,100	-	-	422,100	847,200	0%	847,200
Contingency				723,459				65,359		65,359
<b>Total expenditures</b>	<b>\$ 255,525</b>	<b>\$ 237,318</b>	<b>93%</b>	<b>\$ 1,745,559</b>	<b>\$ 237,318</b>	<b>14%</b>	<b>\$ 784,782</b>	<b>\$ 2,112,559</b>	<b>11%</b>	<b>\$ 1,875,241</b>
<b>Revenue over (under) expenditures</b>	<b>\$ 11,225</b>	<b>\$ (169,522)</b>	<b>-104%</b>	<b>\$ (678,559)</b>	<b>\$ (164,381)</b>	<b>-100%</b>	<b>\$ (489,098)</b>	<b>\$ (678,559)</b>		
<b>Beginning fund balance</b>	<b>678,559</b>	<b>163,653</b>	<b>24%</b>	<b>678,559</b>	<b>163,653</b>	<b>24%</b>		<b>678,559</b>		
<b>Ending fund balance</b>	<b>\$ 689,784</b>	<b>\$ (5,869)</b>	<b>-</b>	<b>\$ -</b>	<b>\$ (728)</b>	<b>-</b>		<b>\$ -</b>		

Notes: Budget adjustment will likely be required due to the timing of the completion of the ASR project

**Wastewater SDC Fund**

This fund accounts for the collection and expenditure of wastewater system development charges. The primary revenue source is SDC's. Expenditures are for qualified capital improvement projects and related costs.

Overall revenue for the first quarter is at approximately \$36,000. First quarter revenue can largely be attributed to SDC collection from roughly 15 housing and 5 commercial starts that paid SDC's in the first quarter.

There are no expenditures during the first quarter. A budget adjustment will be needed in capital outlay to be able to complete the wastewater screen project that crossed over from the previous year.

Fund balance increased roughly \$36,000 or 24 percent.

	Current Quarter			Year to Date				Biennial Budget	Biennial Budget %	Biennial Budget Remaining Balance
	Quarter Budget Est.	Actual	Quarter Budget %	Annual Budget Est.	Actual	Annual Est. Budget %	Annual Est. Budget Balance			
<b>Revenue</b>										
Interest	\$ 500	\$ 188	38%	\$ 2,000	\$ 188	9%	\$ 1,812	\$ 4,000	5%	\$ 3,812
System development charges	46,250	35,936	78%	185,000	35,936	19%	149,064	370,000	10%	334,064
<b>Total revenue</b>	\$ 46,750	\$ 36,124	77%	\$ 187,000	\$ 36,124	19%	\$ 150,876	\$ 374,000	10%	\$ 337,876
<b>Expenditures</b>										
Material and services	\$ 2,500	\$ -	-	\$ 10,000	\$ -	-	\$ 10,000	\$ 20,000	0%	\$ 20,000
Capital outlay										
Improvements	-	-	-	-	-	-	-	-	-	-
Transfers	32,150	-	-	128,600	-	-	128,600	257,200	0%	257,200
Contingency				157,060				205,460		205,460
<b>Total expenditures</b>	\$ 34,650	\$ -	-	\$ 295,660	\$ -	-	\$ 138,600	\$ 482,660	0%	\$ 482,660
<b>Revenue over (under) expenditures</b>	\$ 12,100	\$ 36,124	24%	\$ (108,660)	\$ 36,124	24%	\$ 12,276	\$ (108,660)		
<b>Beginning fund balance</b>	108,660	153,716	141%	108,660	153,716	141%		108,660		
<b>Ending fund balance</b>	\$ 120,760	\$ 189,840	157%	\$ -	\$ 189,840	-		\$ -		

Notes: Budget adjustment needed to complete the WWTP screen project that crossed over from the prior year.

**PERS/ POB Fund**

This fund accounts for the issuance of pension obligation debt to fund the City’s existing unfunded actuarial liability (UAL) and associated debt repayment. The principal source of revenue is charges to other funds with salaries subject to PERS via a surcharge. A transfer from the General Fund is included to pre-fund a portion of debt service costs. Expenditures are for payments to PERS for the UAL and for debt service requirements.

First quarter revenue is roughly 20 percent of budget. Revenues are as anticipated through the first quarter.

Expenditures through the first quarter are as anticipated with the debt service payments coming out in December and June annually.

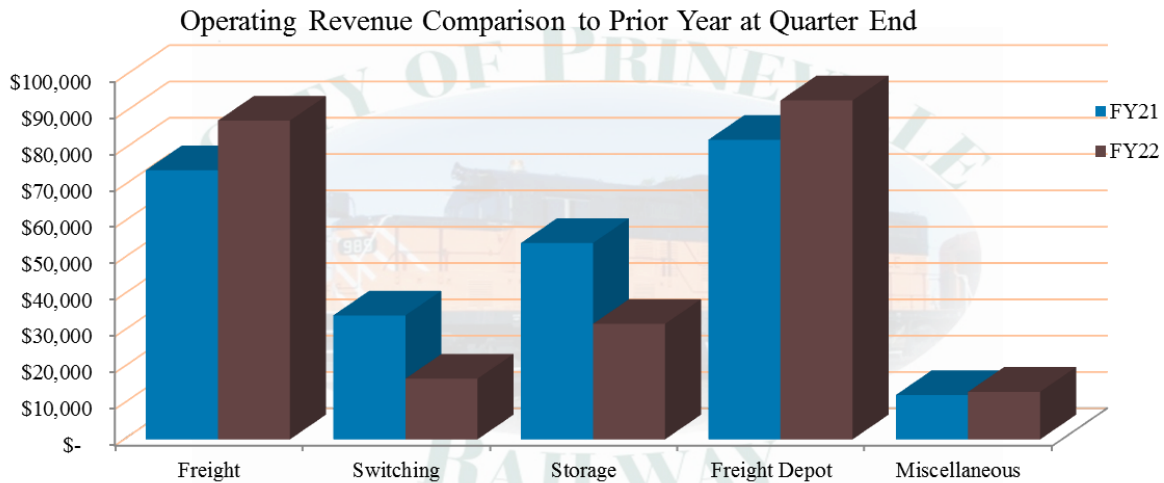
Fund balance increased approximately 7 percent through the first quarter.

	Current Quarter			Year to Date				Biennial Budget	Biennial Budget %	Biennial Budget Remaining Balance
	Quarter Budget Est.	Actual	Quarter Budget %	Annual Budget Est.	Actual	Annual Est. Budget %	Annual Est. Budget Balance			
<b>Revenue</b>										
Charges for services	\$ 99,075	\$ 100,025	101%	\$ 396,300	\$ 100,025	25%	\$ 296,275	\$ 815,200	12%	\$ 715,175
Interest	1,250	1,746	140%	5,000	1,746	35%	3,254	10,000	17%	8,254
Transfer from other funds	25,000	-	-	100,000	-	-	100,000	200,000	-	200,000
<b>Total revenue</b>	<b>\$ 125,325</b>	<b>\$ 101,771</b>	<b>81%</b>	<b>\$ 501,300</b>	<b>\$ 101,771</b>	<b>20%</b>	<b>\$ 399,529</b>	<b>\$ 1,025,200</b>	<b>10%</b>	<b>\$ 923,429</b>
<b>Expenditures</b>										
Personnel services	\$ -	\$ -	-	\$ -	\$ -	-	-	\$ -	-	\$ -
Debt service										
Principal - POB 2013	59,325	-	-	237,300	-	-	237,300	497,500	-	497,500
Interest - POB 2013	18,025	-	-	72,100	-	-	72,100	135,400	-	135,400
Contingency				1,258,518				1,444,818		1,444,818
<b>Total expenditures</b>	<b>\$ 77,350</b>	<b>\$ -</b>	<b>-</b>	<b>\$ 1,567,918</b>	<b>\$ -</b>	<b>-</b>	<b>\$ 309,400</b>	<b>\$ 2,077,718</b>	<b>0%</b>	<b>\$ 2,077,718</b>
<b>Revenue over (under) expenditures</b>	<b>\$ 47,975</b>	<b>\$ 101,771</b>	<b>7%</b>	<b>\$ (1,066,618)</b>	<b>\$ 101,771</b>	<b>7%</b>	<b>\$ 90,129</b>	<b>\$ (1,052,518)</b>		
<b>Debt service reserve</b>	<b>299,200</b>			<b>309,400</b>				<b>323,500</b>		<b>299,200</b>
<b>Beginning fund balance</b>	<b>1,376,018</b>	<b>1,377,472</b>	<b>100%</b>	<b>1,376,018</b>	<b>1,377,472</b>	<b>100%</b>		<b>1,376,018</b>		
<b>Ending fund balance</b>	<b>\$ 1,423,993</b>	<b>\$ 1,479,243</b>	<b>104%</b>	<b>\$ -</b>	<b>\$ 1,479,243</b>	<b>-</b>		<b>\$ 323,500</b>		

**Railroad Fund**

This fund accounts for the activities of the City’s railroad operation and for the City’s freight depot operation. Starting in FY 14 the Railroad and Freight Depot Funds were consolidated. Primary revenue sources are payments for the use of railroad and freight depot facilities and related services. Expenditures are for the railroad and freight depot operations, including repair, debt service and capital improvements. Additionally, transfers to other City operations are budgeted.

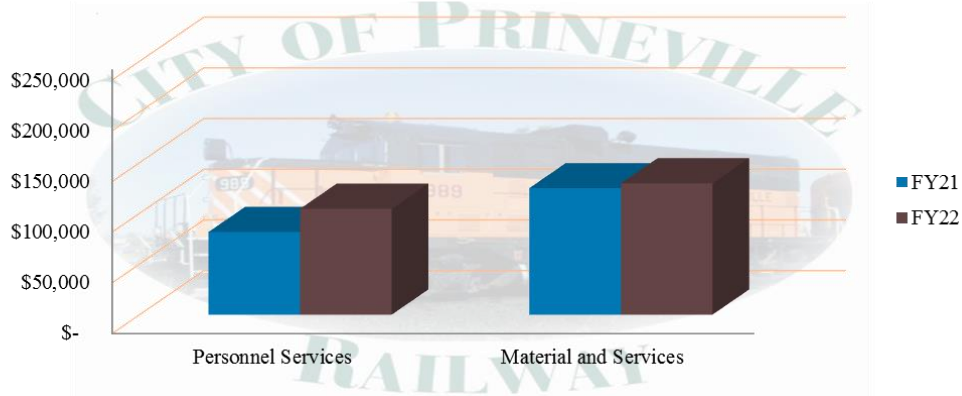
At quarter end, overall revenue collection is at approximately \$250,000 or 26 percent of the annual budget. Charges for services for the railroad are at approximately \$105,000 or 32 percent of the annual budget, with the freight depot at approximately \$93,000 or 25 percent of annual budget. Overall operating revenue is down roughly -6 percent in comparison to the prior year at quarter end with significant decreases in switching and storage due to a significant amount of cars leaving storage in July. Freight revenue and the revenue per car average increased over the prior year at quarter end with an increase in McCall oil and Heniff Transportation cars. The revenue per railcar average at quarter end is approximately \$472 compared to \$463 the prior year. Freight Depot charges for services are up over prior year quarter end, largely due to increased lease revenue from Heniff Transportation. Below is a prior year comparison at quarter end of operating revenues for the Railroad Fund.



Overall expenditures at quarter end are at approximately \$281,000 or 13 percent of the annual budget. Materials and services are at roughly 43 percent of the annual budget or \$130,000, which includes approximately \$71,000 in liability insurance. Overall operating expenditures are up in comparison to the prior year at quarter end approximately 14 percent largely due to a new employee that was brought on in January, needed locomotive repairs that were done and increases in insurance costs. Capital expenditures during the first quarter are for the paving of the parking lot and the rebuilding of a retaining wall at the old railway office. These unanticipated expenditures may require a budget adjustment prior to yearend. On the next page is a graph comparison of operating expenditures at quarter end to prior year.

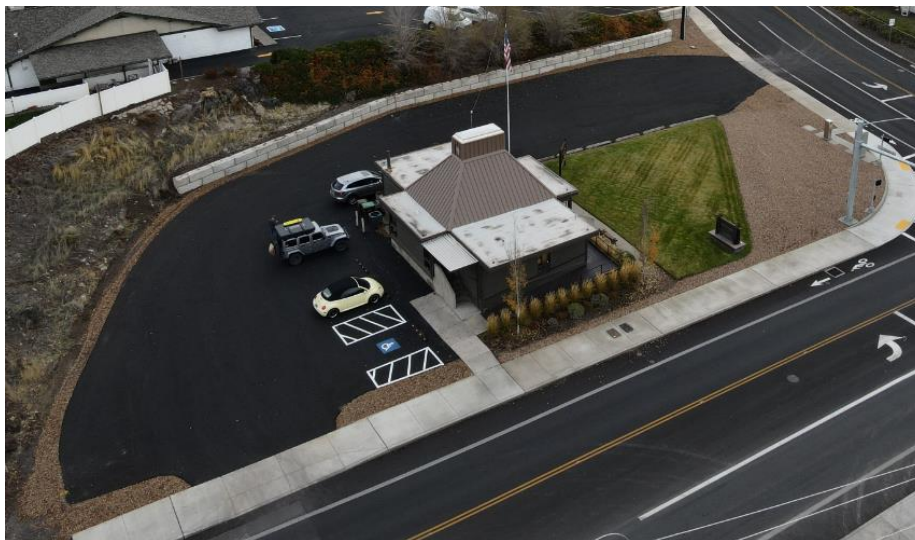
**Railroad Fund- Continued**

Operating Expenditure Comparison to Prior Year at Quarter End



Fund balance decreased roughly \$31,000 or -3 percent through the first quarter.

	Current Quarter			Year to Date			Annual Est. Budget Balance	Biennial Budget	Biennial Budget %	Biennial Budget Remaining Balance
	Quarter Budget Est.	Actual	Quarter Budget %	Annual Budget Est.	Actual	Annual Est. Budget %				
<b>Revenue</b>										
Charges for services										
Railroad	\$ 82,750	\$ 105,359	127%	\$ 331,000	\$ 105,359	32%	\$ 225,641	\$ 682,000	15%	\$ 576,641
Freight Depot	94,250	93,318	99%	377,000	93,318	25%	283,682	784,000	12%	690,682
Use of money and property	39,900	37,756	95%	159,600	37,756	24%	121,844	319,600	12%	281,844
Miscellaneous	26,250	13,089	50%	105,000	13,089	12%	91,911	215,000	6%	201,911
<b>Total revenue</b>	<b>\$ 243,150</b>	<b>\$ 249,522</b>	<b>103%</b>	<b>\$ 972,600</b>	<b>\$ 249,522</b>	<b>26%</b>	<b>\$ 723,078</b>	<b>\$ 2,000,600</b>	<b>12%</b>	<b>\$ 1,751,078</b>
<b>Expenditures</b>										
Personnel services	\$ 107,125	\$ 104,433	97%	\$ 428,500	\$ 104,433	24%	\$ 324,067	\$ 885,800	12%	\$ 781,367
Material and services	75,200	129,515	172%	300,800	129,515	43%	171,285	584,100	22%	454,585
Capital outlay										
Improvements	30,000	24,103	80%	120,000	24,103	20%	95,897	205,000	12%	180,897
Transfers	22,775	22,775	100%	91,100	22,775	25%	68,325	182,600	12%	159,825
Contingency				1,217,660				1,328,560		1,328,560
<b>Total expenditures</b>	<b>\$ 235,100</b>	<b>\$ 280,826</b>	<b>119%</b>	<b>\$ 2,158,060</b>	<b>\$ 280,826</b>	<b>13%</b>	<b>\$ 659,574</b>	<b>\$ 3,186,060</b>	<b>9%</b>	<b>\$ 2,905,234</b>
<b>Revenue over (under) expenditures</b>	<b>\$ 8,050</b>	<b>\$ (31,304)</b>	<b>-3%</b>	<b>\$ (1,185,460)</b>	<b>\$ (31,304)</b>	<b>-3%</b>	<b>\$ 63,504</b>	<b>(1,185,460)</b>		
<b>Beginning fund balance</b>	<b>1,185,460</b>	<b>1,241,808</b>	<b>105%</b>	<b>1,185,460</b>	<b>1,241,808</b>	<b>105%</b>		<b>1,185,460</b>		
<b>Ending fund balance</b>	<b>\$ 1,193,510</b>	<b>\$ 1,210,504</b>	<b>101%</b>	<b>\$ -</b>	<b>\$ 1,210,504</b>	<b>-</b>		<b>\$ -</b>		



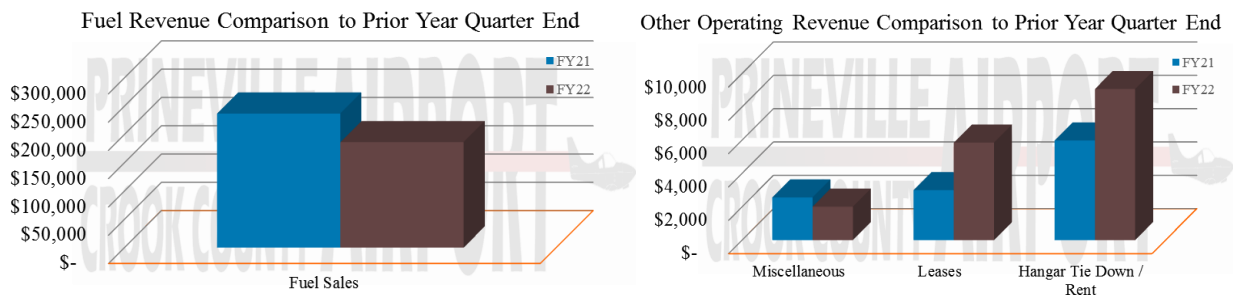
New parking lot paving and retaining wall at the old railway office.



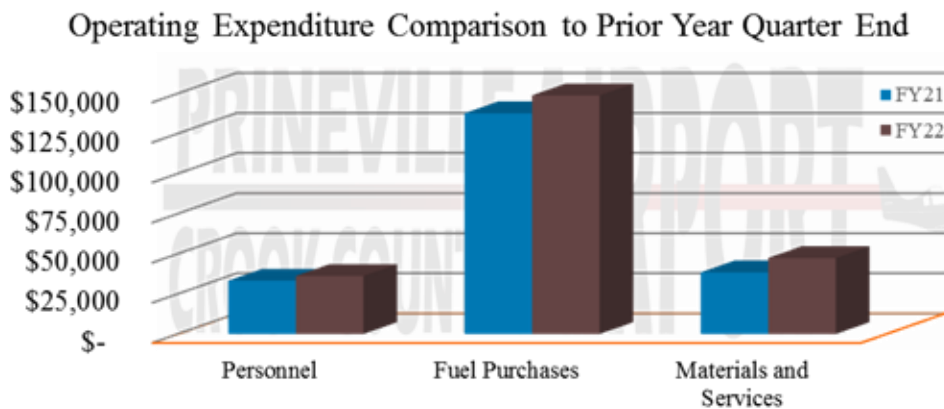
**Airport Fund**

This fund accounts for the activities of the airport. The airport’s main source of operating revenue is through charges for services that revolve around fuel sales and hangar leases. Expenditures are for general operations of the airport including cost of goods sold, maintenance and capital improvements.

Revenue collection through the first quarter came in at approximately 45 percent of the annual budget or \$383,000. Overall charges for services are down approximately -18 percent over the prior year at quarter end with fuel sales being down in comparison to the prior year same time frame. Fire season was much slower in comparison to the previous year where the airport was seeing record breaking fuel sale months. Leases and hangar rent activity has increased over the prior year. Below is a prior year comparison for operating revenue making up charges for services.



Overall expenditures through the first quarter came in at approximately \$271,000 or 30 percent of the annual budget. Materials and services are roughly 39 percent of the annual budget with the annual payment for liability insurance taking place during the first quarter. The annual debt service payment of \$25,000 for the Les Schwab hangars also was completed during the first quarter. Overall operating expenses are up roughly 11 percent over the prior year at quarter end with fuel inventory at approximately \$65,000. Below is a prior year comparison of operating expenditures.



At first quarter end, fund balance increased roughly \$113,000 largely due to the receipt of Crook County’s annual support payment in the August.

September 30, 2021

***Airport Fund - Continued***

Revenue	Current Quarter			Year to Date				Biennial Budget	Biennial Budget %	Biennial Budget Remaining Balance
	Quarter Budget Est.	Actual	Quarter Budget %	Annual Budget Est.	Actual	Annual Est. Budget %	Annual Est. Budget Balance			
Intergovernmental	\$ 45,000	\$ 180,000	400%	\$ 180,000	\$ 180,000	100%	\$ -	\$ 430,000	42%	\$ 250,000
Charges for services	144,250	203,270	141%	577,000	203,270	35%	373,730	1,154,000	18%	950,730
Interest	125	109	87%	500	109	22%	391	1,000	11%	891
Transfers	25,000	-	-	100,000	-	-	100,000	200,000	-	200,000
<b>Total revenue</b>	<b>\$ 214,375</b>	<b>\$ 383,379</b>	<b>179%</b>	<b>\$ 857,500</b>	<b>\$ 383,379</b>	<b>45%</b>	<b>\$ 474,121</b>	<b>\$ 1,785,000</b>	<b>21%</b>	<b>\$ 1,401,621</b>
<b>Expenditures</b>										
Personnel service	\$ 35,425	\$ 36,192	102%	\$ 141,700	\$ 36,192	26%	\$ 105,508	\$ 297,100	12%	\$ 260,908
Materials and services	127,150	196,209	154%	508,600	196,209	39%	312,391	1,028,000	19%	831,791
Capital outlay	25	-	-	100	-	-	100	100	0%	100
Debt service										
Les Schwab Hangar	6,250	25,000	400%	25,000	25,000	100%	-	50,000	50%	25,000
Transfers	45,900	13,400	29%	183,600	13,400	7%	170,200	389,200	3%	375,800
Contingency				33,936				56,036		56,036
<b>Total expenditures</b>	<b>\$ 214,750</b>	<b>\$ 270,801</b>	<b>126%</b>	<b>\$ 892,936</b>	<b>\$ 270,801</b>	<b>30%</b>	<b>\$ 588,199</b>	<b>\$ 1,820,436</b>	<b>15%</b>	<b>\$ 1,549,635</b>
<b>Revenue over (under) expenditures</b>	<b>\$ (375)</b>	<b>\$ 112,577</b>	<b>239%</b>	<b>\$ (35,436)</b>	<b>\$ 112,577</b>	<b>239%</b>	<b>\$ (114,077)</b>	<b>\$ (35,436)</b>		
<b>Beginning fund balance</b>	<b>35,436</b>	<b>47,091</b>	<b>133%</b>	<b>35,436</b>	<b>47,091</b>	<b>133%</b>		<b>35,436</b>		
<b>Ending fund balance</b>	<b>\$ 35,061</b>	<b>\$ 159,668</b>	<b>455%</b>	<b>\$ -</b>	<b>\$ 159,668</b>	<b>-</b>		<b>\$ -</b>		



*Prineville Airport at the end of September 2021*

**Water Fund**

This fund accounts for the activities of the City’s water utility. The primary source of revenue is water sales and expenditures are for the operation of the system including repair and maintenance of infrastructure.

Overall revenue collection through the first quarter came in at approximately \$3.26 million or 103 percent of the annual budget with \$1.9 million coming in from debt proceeds. This is due to the refinancing of debt in order to get a better interest rate. Revenue associated with charges for service came in at roughly \$1.33 million which is an increase over the prior year of roughly \$66,000. This increase is largely attributed to the hot weather and rate increases that took place in the first quarter.

First quarter expenditures are at approximately \$2.58 million or 67 percent of the annual budget with \$1.9 million being associated with the refinancing of debt previously mentioned. Materials and services are at 29 percent of the annual budget with the annual insurance coming out in the first quarter. Capital expenditures are largely associated with meter reading upgrades, Crooked River Concepts and the Habitat Conservation Plan.

Fund balance increased roughly \$679,000 or 63 percent through the first quarter.

Revenue	Current Quarter			Year to Date				Biennial Budget	Biennial Budget %	Biennial Budget Remaining Balance
	Quarter Budget Est.	Actual	Quarter Budget %	Annual Budget Est.	Actual	Annual Est. Budget %	Annual Est. Budget Balance			
Charges for services	\$ 744,750	\$ 1,326,214	178%	\$ 2,979,000	\$ 1,326,214	45%	\$ 1,652,786	\$ 6,035,000	22%	\$ 4,708,786
Interest	1,250	689	55%	5,000	689	14%	4,311	10,000	7%	9,311
Miscellaneous	125	15,311	12249%	500	15,311	3062%	(14,811)	1,000	1531%	(14,311)
Debt proceeds	-	1,915,036	-	-	1,915,036	-	(1,915,036)	-	-	(1,915,036)
Transfers	42,200	-	-	168,800	-	-	168,800	340,600	-	340,600
<b>Total revenue</b>	<b>\$ 788,325</b>	<b>\$ 3,257,250</b>	<b>413%</b>	<b>\$ 3,153,300</b>	<b>\$ 3,257,250</b>	<b>103%</b>	<b>\$ (103,950)</b>	<b>\$ 6,386,600</b>	<b>51%</b>	<b>\$ 3,129,350</b>
<b>Expenditures</b>										
Materials and services	\$ 181,775	\$ 214,265	118%	\$ 727,100	\$ 214,265	29%	\$ 512,835	\$ 1,459,300	15%	\$ 1,245,035
Franchise fee expense	36,000	36,000	100%	144,000	36,000	25%	108,000	292,000	12%	256,000
Capital outlay										
Improvements	125,000	45,530	36%	500,000	45,530	9%	454,470	1,000,000	5%	954,470
Debt service										
Principal										
Refunding bond 2017	35,775	1,892,115	5289%	143,100	1,892,115	1322%	(1,749,015)	293,600	644%	(1,598,515)
Water revenue bond 2021 - ASR	18,050	-	-	72,200	-	-	72,200	144,400	0%	144,400
Interest										
Refunding bond 2017	12,650	13,753	109%	50,600	13,753	27%	36,847	97,300	14%	83,547
Water revenue bond 2021 - ASR	16,750	-	-	67,000	-	-	67,000	134,000	0%	134,000
Transfers	376,575	376,575	100%	1,506,300	376,575	25%	1,129,725	3,036,000	12%	2,659,425
Contingency				658,418				645,418		645,418
<b>Total expenditures</b>	<b>\$ 802,575</b>	<b>\$ 2,578,238</b>	<b>321%</b>	<b>\$ 3,868,718</b>	<b>\$ 2,578,238</b>	<b>67%</b>	<b>\$ 632,062</b>	<b>\$ 7,102,018</b>	<b>36%</b>	<b>\$ 4,523,780</b>
<b>Revenue over (under) expenditures</b>	<b>\$ (14,250)</b>	<b>\$ 679,012</b>	<b>63%</b>	<b>\$ (715,418)</b>	<b>\$ 679,012</b>	<b>63%</b>	<b>\$ (736,012)</b>	<b>\$ (715,418)</b>		
<b>Debt service reserve</b>	<b>194,600</b>			<b>336,200</b>				<b>336,200</b>		<b>194,600</b>
<b>Beginning fund balance</b>	<b>1,051,618</b>	<b>1,083,771</b>	<b>103%</b>	<b>1,051,618</b>	<b>1,083,771</b>	<b>103%</b>		<b>1,051,618</b>		
<b>Ending fund balance</b>	<b>\$ 1,037,368</b>	<b>\$ 1,762,783</b>	<b>170%</b>	<b>\$ -</b>	<b>\$ 1,762,783</b>	<b>-</b>		<b>\$ -</b>		

***Wastewater Fund***

This fund accounts for the activities of the City’s wastewater and treatment facilities. The primary source of revenue is sewer service fees. Expenditures are for the operation of the wastewater system including repair and maintenance of infrastructure and debt service related to infrastructure costs.

Overall revenue collection at quarter end came in at approximately \$6.09 million or 144 percent of the annual budget with 4.96 million coming in from debt proceeds. This is due to the refinancing of debt in order to get a better interest rate. Revenue collection for charges for services was roughly \$1.12 million or 28 percent of annual budget which is an increase of approximately \$105,000 over the prior year at quarter end. This increase can largely be attributed to the data centers increased water usage and rate increases during the first quarter.

Expenditures at quarter end came in at roughly \$6.29 million or 109 percent of the annual budget with \$4.96 being associated with refinancing of debt previously mentioned. Personnel services are tracking under budget with the Public Works Department working on restructuring personnel, affecting several departments including Wastewater. Materials and services are at 52 percent of budget with the annual insurance payment of roughly \$71,000 coming out in the first quarter. Also coming out of materials and services during the first quarter was unanticipated repairs to the People’s Irrigation District’s ditch of roughly \$332,000; this will likely require a budget adjustment prior to yearend.

Fund balance decreased roughly \$197,000 or -7 percent through the first quarter largely due to the People’s Irrigation ditch project.



*Work being done in August adjacent to the golf course to keep the People’s Irrigation ditch flowing for the summer.*

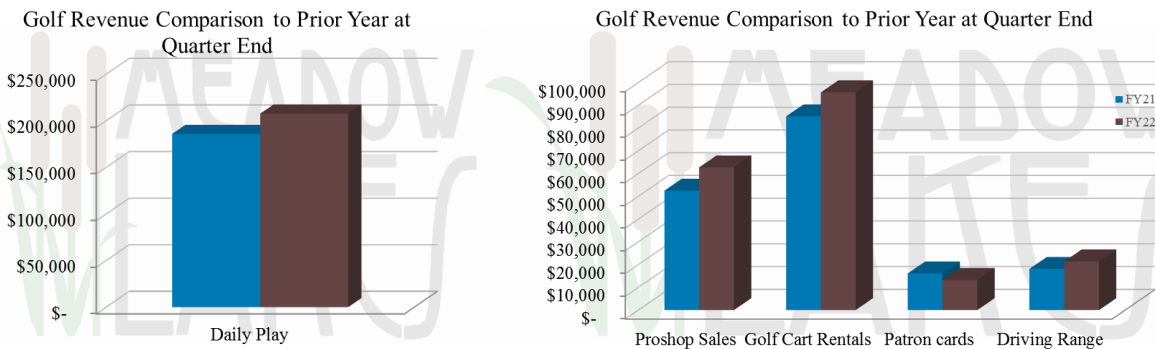
**Wastewater Fund - Continued**

Revenue	Current Quarter			Year to Date				Biennial Budget	Biennial Budget %	Biennial Budget Remaining Balance
	Quarter Budget Est.	Actual	Quarter Budget %	Annual Budget Est.	Actual	Annual Est. Budget %	Annual Est. Budget Balance			
Charges for services	\$ 1,004,500	\$ 1,123,335	112%	\$ 4,018,000	\$ 1,123,335	28%	\$ 2,894,665	\$ 8,124,300	14%	\$ 7,000,965
Interest	2,500	2,781	111%	10,000	2,781	28%	7,219	20,000	14%	17,219
Transfers	-	-	-	-	-	-	-	-	-	-
Miscellaneous	20,925	3,083	15%	83,700	3,083	4%	80,617	167,400	2%	164,317
SDCs - reimbursement fees	29,850	-	-	119,400	-	-	119,400	241,300	0%	241,300
Debt proceeds	-	4,961,475	-	-	4,961,475	-	(4,961,475)	-	-	(4,961,475)
Intergovernmental	-	126	-	-	126	-	(126)	-	-	(126)
<b>Total revenue</b>	<b>\$ 1,057,775</b>	<b>\$ 6,090,800</b>	<b>576%</b>	<b>\$ 4,231,100</b>	<b>\$ 6,090,800</b>	<b>144%</b>	<b>\$ 3,101,901</b>	<b>\$ 8,553,000</b>	<b>71%</b>	<b>\$ 2,462,200</b>
<b>Expenditures</b>										
Personnel services	\$ 62,700	\$ 28,923	46%	\$ 250,800	\$ 28,923	12%	\$ 221,877	\$ 509,600	6%	\$ 480,677
Materials and services	203,850	422,590	207%	815,400	422,590	52%	392,810	1,638,600	26%	1,216,010
Franchise fee expense	49,000	49,000	100%	196,000	49,000	25%	147,000	401,000	12%	352,000
Capital outlay										
Improvements	121,500	97,269	80%	486,000	97,269	20%	388,731	972,000	10%	874,731
Debt service										
Principal										
DEQ CWSRF R74682/2	125,950	2,962,108	2352%	503,800	2,962,108	588%	(2,458,308)	1,022,600	290%	(1,939,508)
Refunding 2017	41,750	2,207,885	5288%	167,000	2,207,885	1322%	(2,040,885)	342,600	644%	(1,865,285)
State of Oregon IFA	6,825	-	-	27,300	-	-	27,300	54,900	-	54,900
USDA 2015	15,250	-	-	61,000	-	-	61,000	123,600	-	123,600
Interest										
DEQ CWSRF R74682/2	20,875	45,291	217%	83,500	45,291	54%	38,209	152,000	30%	106,709
Refunding 2017	14,750	16,048	109%	59,000	16,048	27%	42,952	113,500	14%	97,452
State of Oregon IFA	1,700	-	-	6,800	-	-	6,800	13,300	-	13,300
USDA 2015	26,325	-	-	105,300	-	-	105,300	208,900	-	208,900
Fees										
DEQ CWSRF R74682/2	3,725	-	-	14,900	-	-	14,900	27,200	0%	27,200
Transfers	483,975	458,975	95%	1,935,900	458,975	24%	1,476,925	3,911,900	12%	3,452,925
Contingency				1,057,624				825,324		825,324
<b>Total expenditures</b>	<b>\$ 1,178,175</b>	<b>\$ 6,288,089</b>	<b>534%</b>	<b>\$ 5,770,324</b>	<b>\$ 6,288,089</b>	<b>109%</b>	<b>\$ (1,575,389)</b>	<b>\$10,317,024</b>	<b>61%</b>	<b>\$ 4,028,935</b>
<b>Revenue over (under) expenditures</b>	<b>\$ (120,400)</b>	<b>\$ (197,288)</b>	<b>-7%</b>	<b>\$ (1,539,224)</b>	<b>\$ (197,288)</b>	<b>-7%</b>	<b>\$ 4,677,289</b>	<b>\$ (1,764,024)</b>		
<b>Other resources / (requirements)</b>										
Debt service reserve	1,014,800			1,014,800				790,000		790,000
Capital reserve				-						
<b>Beginning fund balance</b>	<b>2,554,024</b>	<b>2,799,699</b>	<b>110%</b>	<b>2,554,024</b>	<b>2,799,699</b>	<b>110%</b>		<b>2,554,024</b>		
<b>Ending fund balance</b>	<b>\$ 2,433,624</b>	<b>\$ 2,602,410</b>	<b>107%</b>	<b>\$ -</b>	<b>\$ 2,602,410</b>	<b>-</b>		<b>\$ -</b>		

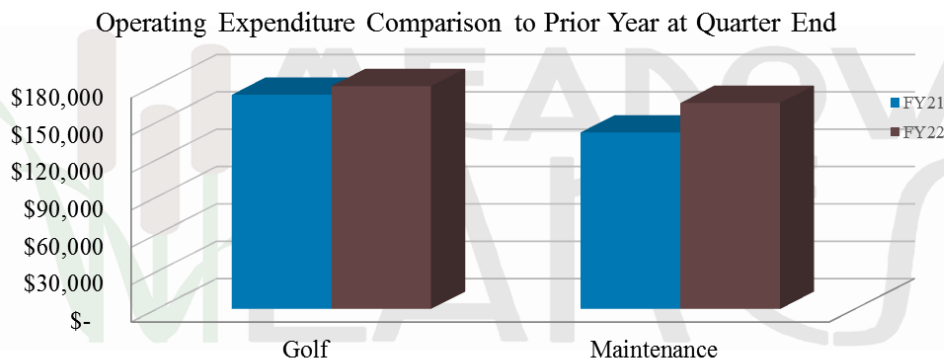
**Golf Course and Restaurant Fund**

This fund accounts for the activities of Meadow Lakes Golf Course and Restaurant. Revenue is generated through user fees, restaurant lease revenue (starting February 2019), and an operating payment from the City’s Wastewater Fund for treatment.

Overall revenue collection is at approximately \$1.11 million at quarter end or 60 percent of the annual budget, with roughly \$596,000 of debt proceeds coming in for new golf carts and refinancing some debt to get a better interest rate. Golf operating revenue came in at about \$408,000 or 41 percent of the annual budget which is an increase over the prior year of roughly 13 percent. Rounds of golf are up roughly 1300 rounds through the first quarter compared to the prior year quarter end. Golf is one of the few sports that can be played within the social distancing recommendations due to COVID-19, this coupled with good weather, resulted in another record breaking first quarter for Meadow Lakes. Below is a comparison to the prior year of the significant operating revenue sources for the golf course.



Expenditures at quarter end came in at roughly \$619,000 or 29 percent of the annual budget with \$264,000 being associated with the refinancing of debt previously mentioned. Waste disposal expenditures are at roughly \$165,000 or 31 percent of the annual budget, an increase of approximately 17 percent over the prior year. This increase can largely be attributed to needed pond and equipment maintenance and additional course supplies. Golf course operating expenditures are up approximately 4 percent over the prior year largely due to increased activity. Golf expenditures are at roughly 17 percent of the annual budget quarter end. Below is a comparison of operating only expenditures to the prior year by department.



***Golf Course and Restaurant Fund - Continued***

Fund balance increased roughly \$494,000 or 93 percent through the first quarter largely due to increased activity and debt proceeds that were received to purchase new golf carts. New golf carts are expected to be purchased in the second quarter.

Revenue	Current Quarter			Year to Date				Biennial Budget	Biennial Budget %	Biennial Budget Remaining Balance
	Quarter Budget Est.	Actual	Quarter Budget %	Annual Budget Est.	Actual	Annual Est. Budget %	Annual Est. Budget Balance			
Charges for services										
Golf Course	\$ 246,500	\$ 408,354	166%	\$ 986,000	\$ 408,354	41%	\$ 577,646	\$ 1,997,800	20%	\$ 1,589,446
Waste Disposal	92,500	92,500	100%	370,000	92,500	25%	277,500	740,000	13%	647,500
Restaurant	6,025	5,358	89%	24,100	5,358	22%	18,742	57,700	9%	52,342
Interest	1,500	862	57%	6,000	862	14%	5,138	12,000	7%	11,138
Transfers	25,000	-	-	100,000	-	-	100,000	200,000	0%	200,000
Miscellaneous	2,425	10,079	416%	9,700	10,079	104%	(379)	19,900	51%	9,821
Debt proceeds	90,900	596,044	656%	363,600	596,044	164%	(232,444)	363,600	164%	(232,444)
<b>Total revenue</b>	<b>\$ 464,850</b>	<b>\$ 1,113,196</b>	<b>239%</b>	<b>\$ 1,859,400</b>	<b>\$ 1,113,196</b>	<b>60%</b>	<b>\$ 978,648</b>	<b>\$ 3,391,000</b>	<b>33%</b>	<b>\$ 2,277,804</b>
<b>Expenditures</b>										
Golf Course	\$ 258,875	\$ 179,108	69%	\$ 1,035,500	\$ 179,108	17%	\$ 856,392	\$ 1,726,800	10%	\$ 1,547,692
Waste Disposal	134,125	165,483	123%	536,500	165,483	31%	371,017	1,113,800	15%	948,317
Restaurant	7,800	8,342	107%	31,200	8,342	27%	22,858	66,200	13%	57,858
Debt service										
Principal - Golf Carts	12,500	-	-	50,000	-	-	50,000	122,800	0%	122,800
Interest - Golf Carts	1,150	-	-	4,600	-	-	4,600	4,600	0%	4,600
Principal - 2017 bond	12,500	264,000	2112%	50,000	264,000	528%	(214,000)	100,000	264%	(164,000)
Interest - 2017 bond	2,500	1,919	77%	10,000	1,919	19%	8,081	18,200	11%	16,281
Contingency				447,025				527,625		527,625
<b>Total expenditures</b>	<b>\$ 429,450</b>	<b>\$ 618,852</b>	<b>144%</b>	<b>\$ 2,164,825</b>	<b>\$ 618,852</b>	<b>29%</b>	<b>\$ 1,098,948</b>	<b>\$ 3,680,025</b>	<b>17%</b>	<b>\$ 3,061,173</b>
<b>Revenue over (under) expenditures</b>	<b>\$ 35,400</b>	<b>\$ 494,344</b>	<b>93%</b>	<b>\$ (305,425)</b>	<b>\$ 494,344</b>	<b>93%</b>	<b>\$ (120,301)</b>	<b>\$ (289,025)</b>		
<b>Debt service reserve</b>	114,600			114,600				131,000		131,000
<b>Beginning fund balance</b>	420,025	532,930	127%	420,025	532,930	127%		420,025		
<b>Ending fund balance</b>	<b>\$ 455,425</b>	<b>\$ 1,027,274</b>	<b>226%</b>	<b>\$ -</b>	<b>\$ 1,027,274</b>	<b>-</b>		<b>\$ -</b>		



*Meadow Lakes Golf Course in August 2021.*

**Administration and Financial Support Services Fund**

This fund accounts for the activities of the City Manager’s office, human resources, recorder, finance, Council directed contributions, and information technology services. The primary source of revenue is charges to other funds for services.

Overall revenue collection through the first quarter came in at approximately \$740,000 or 24 percent of the annual budget. First quarter charges for services include approximately \$14,000 in 911 user equipment reimbursements and \$720,000 in Internal Service Fund transfers.

Overall expenditures at quarter end are at approximately 26 percent of the annual budget or \$919,000. Expenditures are tracking below budget in the City Council Department with only annual membership dues coming out in the first quarter. In the Administrative Services Department, expenditures are up slightly over the quarter budget with the annual insurance payment due in the first quarter; this also affected the Finance and Information Technology Departments. In the Information Technology Department, expenditures are at 41 percent of budget with several annual service agreements coming due during the first quarter and upgrades to 911 infrastructure and 911 user equipment that took place during the first quarter.

Fund balance decreased roughly \$179,000 or -26 percent through the first quarter.

Revenue	Current Quarter			Year to Date				Biennial Budget	Biennial Budget %	Biennial Budget Remaining Balance
	Budget Est.	Actual	Quarter Budget %	Annual Budget Est.	Actual	Annual Est. Budget %	Annual Est. Budget Balance			
Charges for services	\$ 740,675	\$ 738,320	100%	\$ 2,962,700	\$ 738,320	25%	\$ 2,224,380	\$ 6,095,600	12%	\$ 5,357,280
Intergovernmental	25,000	502	2%	100,000	502	1%	99,498	100,000	1%	99,498
Interest	625	908	145%	2,500	908	36%	1,592	5,000	18%	4,092
<b>Total revenue</b>	<b>\$ 766,300</b>	<b>\$ 739,730</b>	<b>97%</b>	<b>\$ 3,065,200</b>	<b>\$ 739,730</b>	<b>24%</b>	<b>\$ 2,325,470</b>	<b>\$ 6,200,600</b>	<b>12%</b>	<b>\$ 5,460,870</b>
<b>Expenditures</b>										
City Council	\$ 22,975	\$ 18,736	82%	\$ 91,900	\$ 18,736	20%	\$ 73,164	\$ 185,300	10%	\$ 166,564
Administration / Team Services	227,400	231,989	102%	909,600	231,989	26%	677,611	1,838,000	13%	1,606,011
Financial Services	275,050	227,441	83%	1,100,200	227,441	21%	872,759	2,166,300	10%	1,938,859
Information Technology	267,900	440,725	165%	1,071,600	440,725	41%	630,875	2,193,900	20%	1,753,175
Contingency				534,849				460,049		460,049
<b>Total expenditures</b>	<b>\$ 793,325</b>	<b>\$ 918,890</b>	<b>116%</b>	<b>\$ 3,708,149</b>	<b>\$ 918,890</b>	<b>25%</b>	<b>\$ 2,254,410</b>	<b>\$ 6,843,549</b>	<b>13%</b>	<b>\$ 5,924,659</b>
<b>Revenue over (under) expenditures</b>	<b>\$ (27,025)</b>	<b>\$ (179,159)</b>	<b>-26%</b>	<b>\$ (642,949)</b>	<b>\$ (179,159)</b>	<b>-26%</b>	<b>\$ 71,059</b>	<b>\$ (642,949)</b>		<b>\$ (463,790)</b>
<b>Beginning fund balance</b>	<b>642,949</b>	<b>680,775</b>	<b>106%</b>	<b>642,949</b>	<b>680,775</b>	<b>106%</b>		<b>642,949</b>		<b>(37,826)</b>
<b>Ending fund balance</b>	<b>\$ 615,924</b>	<b>\$ 501,616</b>	<b>81%</b>	<b>\$ -</b>	<b>\$ 501,616</b>	<b>-</b>		<b>\$ -</b>		



***Building Facilities Fund***

This fund accounts for the operating costs of the city hall facility and related debt service, police facility, public works facility, Barnes Butte Complex and the community development block grant (CDBG) for the senior center. Revenue is received through rental charges to user departments, grants and activities.

Overall revenues are roughly \$1.34 million or 77 percent of the annual budget with \$987,000 in debt proceeds coming in from a refinancing during the first quarter. First quarter intergovernmental revenues were largely associated with the State Parks grant for the community wide parks masterplan. Other revenue for the quarter was largely associated with user rents and transfers.

Expenditures during the first quarter are roughly 74 percent of the annual budget with the refinancing of debt mentioned earlier. The City Hall building debt was refinanced in the amount of \$986,000 affecting the City Hall Facilities Department. The Barnes Butte Department and the Police Facilities Department are tracking under budget at approximately 5 percent and 16 percent of the annual budget respectively. The Sr. Center project was completed in the last fiscal year but when they opened to the public a couple months later, their steam table stopped working. The project had finished slightly under budget leaving some grant dollars still to be spent. The State was contacted and they are allowing the rest of the grant dollars to be used to replace the steam table. The cost of the steam table was unknown at the time of writing this report, but a budget adjustment is expected to be needed in the second quarter for the grant funded purchase for the Sr. Center. In the Public Works facilities Department, expenditures are slightly above the quarter budget with \$6,000 in building maintenance and janitorial services taking place during the first quarter.

Fund balance increased roughly 42 percent through the first quarter.

***Building Facilities Fund - Continued***

	Current Quarter			Year to Date				Biennial Budget	Biennial Budget %	Biennial Budget Remaining Balance
	Quarter Budget Est.	Actual	Quarter Budget %	Annual Budget Est.	Actual	Annual Est. Budget %	Annual Est. Budget Balance			
<b>Revenue</b>										
Rent	\$ 54,400	\$ 55,000	101%	\$ 217,600	\$ 55,000	25%	\$ 162,600	\$ 451,300	12%	\$ 396,300
Transfers	283,700	284,050	100%	1,134,800	284,050	25%	850,750	1,995,700	14%	1,711,650
Miscellaneous	1,250	3,507	281%	5,000	3,507	70%	1,493	10,000	35%	6,493
Debt proceeds	-	986,811	-	-	986,811	-	(986,811)	-	-	(986,811)
Intergovernmental	94,400	13,284	14%	377,600	13,284	4%	364,316	377,600	4%	364,316
Interest	1,250	495	40%	5,000	495	10%	4,505	10,000	5%	9,505
<b>Total revenue</b>	<b>\$ 435,000</b>	<b>\$ 1,343,147</b>	<b>309%</b>	<b>\$ 1,740,000</b>	<b>\$ 1,343,147</b>	<b>77%</b>	<b>\$ 396,853</b>	<b>\$ 2,844,600</b>	<b>47%</b>	<b>\$ 1,501,453</b>
<b>Expenditures</b>										
City Hall facilities	\$ 73,500	\$ 1,019,576	1387%	\$ 294,000	\$ 1,019,576	347%	\$ (725,576)	\$ 540,800	189%	\$ (478,776)
Police facilities	146,925	93,310	64%	587,700	93,310	16%	494,390	1,142,800	8%	1,049,490
CDBG - Sr. Center	-	-	-	-	-	-	-	-	-	-
Public Works facilities	9,125	9,376	103%	36,500	9,376	26%	27,124	73,000	13%	63,624
Barnes Butte	151,575	32,375	21%	606,300	32,375	5%	573,926	788,200	4%	755,826
Contingency	-	-	-	35,628	-	-	-	119,928	-	119,928
<b>Total expenditures</b>	<b>\$ 381,125</b>	<b>\$ 1,154,637</b>	<b>303%</b>	<b>\$ 1,560,128</b>	<b>\$ 1,154,637</b>	<b>74%</b>	<b>\$ 369,863</b>	<b>\$ 2,664,728</b>	<b>43%</b>	<b>\$ 1,510,091</b>
<b>Revenue over (under) expenditures</b>	<b>\$ 53,875</b>	<b>\$ 188,510</b>	<b>42%</b>	<b>\$ 179,872</b>	<b>\$ 188,510</b>	<b>42%</b>	<b>\$ 26,990</b>	<b>\$ 179,872</b>		
<b>Other requirements</b>										
Debt service reserve	542,300	-	-	542,300	-	-	-	542,300	-	542,300
<b>Beginning fund balance</b>	<b>362,428</b>	<b>449,351</b>	<b>124%</b>	<b>362,428</b>	<b>449,351</b>	<b>124%</b>		<b>362,428</b>		
<b>Ending fund balance</b>	<b>\$ 416,303</b>	<b>\$ 637,861</b>	<b>153%</b>	<b>\$ -</b>	<b>\$ 637,861</b>	<b>-</b>		<b>\$ -</b>		



*Barnes Butte during the first quarter.*

**Plaza Maintenance Fund**

This fund accounts for the maintenance of the plaza joining City Hall and the Crook County Annex building. The county and the city maintain the plaza in a joint effort. Starting in 2005 the county was responsible for accounting for the maintenance of the plaza per a city and county agreement. The agreement has been revised and the city, starting FY 13, now assumes the responsibility of accounting for the plaza maintenance. Revenues are generated through a transfer from the city with matching monies from the county. Expenditures are for maintaining the landscaping, sidewalks and lighting.

Revenues for the first quarter include the county’s payment to the fund.

First quarter materials and services are for contracted landscaping and grounds keeping totaling approximately \$2,200.

Beginning fund balance will be finalized after the audit has been completed by December 31<sup>st</sup>, 2021.

Revenue	Current Quarter			Year to Date				Biennial Budget	Biennial Budget %	Biennial Budget Remaining Balance
	Quarter Budget Est.	Actual	Quarter Budget %	Annual Budget Est.	Actual	Annual Est. Budget %	Annual Est. Budget Balance			
Intergovernmental	\$ 2,500	\$ 10,000	400%	\$ 10,000	\$ 10,000	100%	\$ -	\$ 20,000	50%	\$ 10,000
Interest	50	37	74%	200	37	19%	163	400	9%	363
Transfers	2,500	-	-	10,000	-	-	10,000	20,000	0%	20,000
<b>Total revenue</b>	<b>\$ 5,050</b>	<b>\$ 10,037</b>	<b>199%</b>	<b>\$ 20,200</b>	<b>\$ 10,037</b>	<b>50%</b>	<b>\$ 10,163</b>	<b>\$ 40,400</b>	<b>25%</b>	<b>\$ 30,363</b>
<b>Expenditures</b>										
Materials and services	\$ 7,250	\$ 2,242	31%	\$ 29,000	\$ 2,242	8%	\$ 26,758	\$ 43,000	5%	\$ 40,758
Transfers	500	500	100%	2,000	500	25%	1,500	4,000	13%	3,500
Contingency					14,602			18,802		18,802
<b>Total expenditures</b>	<b>\$ 7,750</b>	<b>\$ 2,742</b>	<b>35%</b>	<b>\$ 45,602</b>	<b>\$ 2,742</b>	<b>6%</b>	<b>\$ 28,258</b>	<b>\$ 65,802</b>	<b>4%</b>	<b>\$ 63,060</b>
<b>Revenue over (under) expenditures</b>	<b>\$ (2,700)</b>	<b>\$ 7,295</b>	<b>31%</b>	<b>\$ (25,402)</b>	<b>\$ 7,295</b>	<b>31%</b>	<b>\$ (18,095)</b>	<b>\$ (25,402)</b>		
<b>Beginning fund balance</b>	<b>25,402</b>	<b>23,341</b>	<b>92%</b>	<b>25,402</b>	<b>23,341</b>	<b>92%</b>		<b>25,402</b>		
<b>Ending fund balance</b>	<b>\$ 22,702</b>	<b>\$ 30,636</b>	<b>135%</b>	<b>\$ -</b>	<b>\$ 30,636</b>	<b>-</b>		<b>\$ -</b>		



The sculpture War Paint (pictured), was determined to be the new plaza art.

**Public Works Support Services Fund**

This fund accounts for the activities of the Public Works management, support staff, fleet and vehicle maintenance costs. The primary source of revenue is charges to other funds for services.

First quarter revenues are at roughly 27 percent of the annual budget. Debt proceeds collected during the first quarter were for the budgeted purchase of a new street sweeper.

Overall first quarter expenditures are at roughly 23 percent of the annual budget. Expenditures for support services are as anticipated through the first quarter with personnel services coming in at 24 percent at quarter end. Expenditures in the fleet and vehicles department are tracking at 36 percent of the annual budget with the delivery of the new street sweeper taking place in July.

Fund balance increased approximately \$45,000 or 11 percent through the first quarter.

	Current Quarter			Year to Date				Biennial	Biennial	Biennial Budget
	Quarter Budget Est.	Actual	Quarter Budget %	Annual Budget Est.	Actual	Annual Est. Budget %	Annual Est. Budget Balance	Budget	Budget %	Remaining Balance
<b>Revenue</b>										
Intergovernmental	\$ 27,500	\$ 1,294	5%	\$ 110,000	\$ 1,294	1%	\$ 108,706	\$ 220,000	1%	\$ 218,706
Charges for services	577,075	518,325	90%	2,308,300	518,325	22%	1,789,975	4,640,600	11%	4,122,275
Interest	300	663	221%	1,200	663	55%	537	2,400	28%	1,737
Miscellaneous	1,750	1,000	57%	7,000	1,000	14%	6,000	14,000	7%	13,000
Debt	45,825	184,940	404%	183,300	184,940	101%	(1,640)	183,300	101%	(1,640)
<b>Total revenue</b>	<b>\$ 652,450</b>	<b>\$ 706,223</b>	<b>108%</b>	<b>\$ 2,609,800</b>	<b>\$ 706,223</b>	<b>27%</b>	<b>\$ 1,905,217</b>	<b>\$ 5,060,300</b>	<b>14%</b>	<b>\$ 4,354,077</b>
<b>Expenditures</b>										
Public Works Support Services	\$ 462,725	\$ 447,334	97%	\$ 1,850,900	\$ 447,334	24%	1,403,566	\$ 3,805,000	12%	\$ 3,357,666
Public Works Fleet and Vehicles	149,200	214,385	144%	596,800	214,385	36%	382,415	1,025,200	21%	810,815
Contingency				370,738				438,738		438,738
<b>Total expenditures</b>	<b>\$ 611,925</b>	<b>\$ 661,718</b>	<b>108%</b>	<b>\$ 2,818,438</b>	<b>\$ 661,718</b>	<b>23%</b>	<b>\$ 1,785,982</b>	<b>\$ 5,268,938</b>	<b>13%</b>	<b>\$ 4,607,220</b>
<b>Revenue over (under) expenditures</b>	<b>\$ 40,525</b>	<b>\$ 44,504</b>	<b>11%</b>	<b>\$ (208,638)</b>	<b>\$ 44,504</b>	<b>11%</b>	<b>\$ 119,236</b>	<b>\$ (208,638)</b>		
<b>Beginning fund balance</b>	<b>208,638</b>	<b>393,485</b>	<b>189%</b>	<b>208,638</b>	<b>393,485</b>	<b>189%</b>		<b>208,638</b>		
<b>Ending fund balance</b>	<b>\$ 249,163</b>	<b>\$ 437,990</b>	<b>176%</b>	<b>\$ -</b>	<b>\$ 437,990</b>	<b>-</b>		<b>\$ -</b>		

**ORDINANCE NO. 1271**

**AN ORDINANCE ADOPTING CHANGES TO PRINEVILLE CODE CHAPTER 30**

**Whereas**, the City of Prineville Governance Committee compiled amendments to the City of Prineville’s Code Chapter 30 governing City Council, which are attached as Exhibit A and incorporated herein; and

**Whereas**, this Ordinance was made available to the public at least one week before its presentation to City Council.

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

1. That Chapter 30 of the Code of Prineville is amended as shown on Exhibit A.
2. That this ordinance becomes effective thirty (30) days after its passage.

Presented and enacted at a regular meeting of the City Council held on November \_\_\_\_, 2021, by unanimous approval.

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Rodney J. Beebe  
Mayor

ATTEST:

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Lisa Morgan, City Recorder

### 30.01 REGULAR MEETINGS.

(A) The Council shall meet in regular session on the second and fourth Tuesdays of each month and the first Monday in January in the Council chambers at the time set by the Council. A meeting may be canceled with the concurrence of a majority of the Council, but in no event shall there be less than one meeting per month.

(B) *If the regular meeting date of the Council falls on a legal holiday, as defined by ORS Chapter 187, the Council shall meet on the following day in the Council chambers and the meeting shall be a regular meeting.*

**(B) A regular meeting shall be canceled if the regular meeting date of the Council falls on a legal holiday, as defined by Oregon law.**

### 30.03 STUDY SESSIONS. COUNCIL WORKSHOP

*Study sessions* **Council Workshop** of the Council shall be held in accordance with state statutes whenever special circumstances require such a *session council workshop*, and the *session* shall be called by either the Mayor, City Manager or two Council members.

### 30.06 ITEMS TO BE ACTED ON GENERALLY.

*Normally, only those items on the agenda shall be acted on by the Council. Matters deemed to be emergencies or of an urgent nature by the Mayor, a Council member, the City Manager or City Attorney may be submitted for Council consideration and action.*

**Only those items on the agenda shall be acted on by the Council. Matters deemed to be emergencies or of an urgent matter by the Mayor, a Council member, the City Manager or City Attorney, may be added to the agenda at the beginning of any Regular or Special Meeting. Matters not on the agenda may be brought before the Council; however, formal action on any matters not on the agenda shall be deferred until a subsequent Council meeting.**

### 30.07 NEW BUSINESS.

*The Mayor or a Council member may bring before the Council any new business under the "other matters" portion of the agenda. These matters need not be specifically listed on the agenda, but formal action on the matters shall be deferred until a subsequent Council meeting unless deemed urgent.*

### 30.10 PUBLIC MEMBERS ADDRESSING COUNCIL.

(A) Any public member desiring to address the Council, **after being recognized by the Presiding Officer, shall be allowed to do so during designated times by Council.** *shall wait to be recognized by the presiding officer. After recognition, the person's name and address shall be stated for the record and the remarks shall be limited to the question under discussion. All*

*remarks and questions shall be addressed to the presiding officer and not to any individual Council member, staff member or other person. No person shall enter into any discussion without being recognized by the presiding officer.*

*(B) Any public member addressing the Council shall be limited to five minutes unless further time is granted by the presiding officer or an exception is made for persons with disabilities. No public member shall be allowed to speak more than once upon any one subject until ever other public member choosing to speak thereon has spoken.*

*(C) After a motion has been made or after a public hearing has been closed, no public member shall address the Council without first securing permission from the majority of the Council.*

### **30.11 VOTING.**

Every member shall vote when a question is taken, unless the Council excuses the member for a special reason; but no member shall be permitted to vote on any subject in which he/she has a direct *pecuniary* **financial** interest. Two members may demand the ayes *and nays* **or no** on any question. If not otherwise controlled by Charter provision, the concurrence of a majority of the members of the Council present at a Council meeting shall be necessary to decide any question before the Council.

**RESOLUTION NO. 1509  
CITY OF PRINEVILLE, OREGON**

**A RESOLUTION APPROVING AN EXTENSION AND AMENDMENT TO THE PUBLIC TRANSPORTATION SERVICES AGREEMENT BETWEEN CITY OF PRINEVILLE AND CENTRAL OREGON INTERGOVERNMENTAL COUNCIL**

**RECITALS:**

**Whereas**, on or about March 11, 2020, the City of Prineville (“City”) entered into a Public Transportation Services Agreement (“Agreement”) attached hereto as Exhibit A, with Central Oregon Intergovernmental Council (“COIC”) to perform certain public transportation and related services for and on behalf of the City.

**Whereas**, City’s payment for the public transportation and related services is funded with Federal Transit Administration Section 5210 funds obtained through the Oregon Department of Transportation (“ODOT”) and City’s required local match funds.

**Whereas**, the Agreement expires on December 31, 2021; however, may be renewed for two additional consecutive terms of two years each upon the parties’ mutual written consent.

**Whereas**, on or about June 22, 2021, City’s grant with ODOT was amended for Fiscal Years 2021 and 2022, which requires an Amendment to Schedule 2.1 of the Agreement.

**Whereas**, COIC has prepared a First Amendment to Public Transportation Services Agreement (“Amendment”) and First Extension to the Public Transportation Services Agreement (“Extension”), which are both attached to this Resolution.

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

**Now, Therefore**, the Prineville City Council hereby resolves that the attached Amendment and Extension between the City and COIC is hereby approved and that the City Manager is authorized to sign such Agreement on behalf of the City of Prineville. Unless modified, the Council affirms and ratifies all other terms and conditions of the Agreement.

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

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

ATTEST:

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



**PUBLIC TRANSPORTATION SERVICES AGREEMENT**

This Public Transportation Services Agreement (this "Agreement") is dated March 11, 2020, but made effective for all purposes as of January 1, 2020 (the "Effective Date"), and is entered into between City of Prineville ("City"), an Oregon municipal corporation, whose address is 387 NE Third Street, Prineville, Oregon 97754, and Central Oregon Intergovernmental Council ("Contractor"), an Oregon intergovernmental entity organized under ORS Chapter 190, whose address is 334 NE Hawthorne Avenue, Bend, Oregon 97701.

**RECITAL:**

A. City desires to contract with Contractor to perform certain public transportation and related services for and on behalf of City. City's payment for the public transportation and related services will be funded with Federal Transit Administration Section 5310 funds obtained through the Oregon Department of Transportation ("ODOT") and City's required local match funds. City's receipt of the grant funds, and payment for the public transportation and related services, is subject to the terms and conditions contained in that certain Rail and Public Transit Division Oregon Department of Transportation Agreement No.: 33555 dated effective July 1, 2019 between City and State of Oregon, acting by and through ODOT (the "Grant Contract").

B. Subject to the terms and conditions contained in this Agreement, Contractor will perform the Services (as defined below) for and on behalf of City.

**AGREEMENT:**

NOW, THEREFORE, in consideration of the parties' mutual obligations contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Services.

1.1 Services; Standards. Subject to the terms and conditions contained in this Agreement, Contractor will perform the following public transportation services for and on behalf of City (collectively, the "Services"): (a) those public transportation services identified in the attached Schedule 1.1; (b) all other necessary or appropriate services customarily provided by Contractor in connection with its performance of those services identified in the attached Schedule 1.1; and (c) such other public transportation and related services requested by City from time to time. Contractor will (x) consult with and advise City on all matters concerning the Services reasonably requested by City, (y) communicate all matters and information concerning the Services to City's Public Works Director (the "Director") (or his or her designee) and perform the Services under the general direction of the Director (or his or her designee), and (z) devote such time and attention to the performance of the Services as necessary or appropriate to perform the Services in accordance with this Agreement. Contractor acknowledges and agrees that City may cause or direct other persons or contractors to provide services for and on behalf of City that are the same or similar to the Services provided by Contractor under this Agreement.

1.2 Schedule. Contractor will provide the Services commencing on the Effective Date. Contractor will perform the Services expeditiously, in a timely manner, and in accordance with this Agreement.

1.3 Independent Contractor; Taxes; Licenses. Contractor is an independent contractor of City. Contractor is not an employee of City. Contractor is free from direction and control over the means and manner of performing the Services, subject only to the right of City to specify the desired results. City will not withhold any taxes from any payments made to Contractor, and Contractor will be responsible for paying all taxes arising out of or resulting from Contractor's performance of the Services, including, without limitation, income, social security, workers' compensation, and employment insurance taxes. Contractor is solely responsible for obtaining all licenses, approvals, and certificates necessary or appropriate to perform the Services. This Agreement does not create an agency relationship between City and Contractor and does not establish a joint venture or partnership between City and

Contractor. Contractor does not have the authority to bind City or represent to any person that Contractor is an agent of City. Contractor has the authority to hire other persons to assist Contractor in performing the Services (and has the authority to fire such persons).

1.4 Condition Precedent; Conflict. Notwithstanding anything contained in this Agreement to the contrary, City's performance of its obligations under this Agreement is conditioned on (a) Contractor's performance of its obligations under this Agreement, including, without limitation, those Contractor obligations described under Section 3.5, and (b) City's receipt of sufficient grant funds under the Grant Contract to pay for Contractor's services under this Agreement. This Agreement is made subject to the terms and conditions contained in the Grant Contract. If a conflict should arise between this Agreement and the Grant Contract, the terms of the Grant Contract will control.

## 2. Compensation.

2.1 Compensation. Subject to the terms and conditions contained in this Agreement, in consideration of Contractor's timely performance of the Services in accordance with this Agreement, City will pay Contractor an annual fixed fee in the amounts identified in the attached Schedule 2.1. Each annual fixed fee will be paid in equal quarterly installments. Contractor will submit quarterly invoices to City concerning the Services performed by Contractor during the immediately preceding quarter (each an "Invoice"). Each Invoice will contain the following information: (a) a summary of the Services performed by Contractor; (b) the applicable fee(s) for performing the Services; and (c) all other information reasonably requested by City. City will pay the amount due under each Invoice within 30 days after City has reviewed and approved the Invoice. No compensation will be paid by City for any portion of the Services not performed. City's payment will be accepted by Contractor as full compensation for performing the subject Services. Notwithstanding anything contained in this Agreement to the contrary, total compensation payable by City in any given fiscal year under this Agreement will not exceed the applicable fixed fee set forth in the attached Schedule 2.1.

2.2 Reimbursement Requests; Quarterly Reports. City will complete and submit quarterly grant reimbursement requests (the "Reimbursement Request(s)") to ODOT. City will report quarterly performance achievements, including anticipated performance achievements for the upcoming quarter, via City's completion and submission of the Agency Periodic Reports through ODOT's Oregon Public Transit Information System (the "Periodic Report(s)"). Contractor will assist City with City's timely completion and submission of the Reimbursement Requests, Periodic Reports, and all other submissions required under the Grant Contract.

2.3 No Benefits; No Reimbursement. City will not provide any benefits to Contractor, and Contractor will be solely responsible for obtaining Contractor's own benefits, including, without limitation, insurance, medical reimbursement, and retirement plans. Contractor will provide, at Contractor's cost and expense, all materials, equipment, and supplies necessary or appropriate to perform the Services. City will not reimburse Contractor for any expenses Contractor incurs to perform the Services.

## 3. Representations; Warranties; Covenants.

In addition to any other Contractor representation, warranty, and/or covenant made in this Agreement, Contractor represents, warrants, and covenants to City as follows:

3.1 Authority; Binding Obligation; Conflicts. Contractor is duly organized, validly existing, and in good standing under applicable Oregon law. Contractor has full power and authority to sign and deliver this Agreement and to perform all Contractor's obligations under this Agreement. This Agreement is the legal, valid, and binding obligation of Contractor, enforceable against Contractor in accordance with its terms. The signing and delivery of this Agreement by Contractor and the performance by Contractor of all Contractor's obligations under this Agreement will not (a) breach any agreement to which Contractor is a party, or give any person the right to accelerate any obligation of Contractor, (b) violate any law, judgment, or order to which Contractor is subject, and/or (c) require the consent, authorization, or approval of any person, including, without limitation, any governmental body.

3.2 Grant Contract. Prior to the Effective Date, (a) Contractor had the opportunity to review (and has reviewed) the Grant Contract and all Laws (as defined below), and (b) Contractor had the opportunity to ask questions and receive answers concerning the Grant Contract. Contractor obtained all information Contractor deems necessary or appropriate to evaluate the Grant Contract and this Agreement. Contractor will timely pay and perform all obligations applicable to Contractor under the Grant Contract (which City is required to pass-through to Contractor under the Grant Contract), including, without limitation, (x) Contractor's record retention and access obligations under Section 8, (y) submission to audit obligations under Section 8 (if applicable), and (z) insurance and indemnification obligations under Section 9. Contractor will assist City with City's performance of City's obligations under the Grant Contract.

3.3 Quality of Services. Contractor will perform the Services to the best of Contractor's ability, diligently and without delay, in good faith, in a safe, lawful, and professional manner, and in accordance with this Agreement and the Grant Contract. The Services will be performed subject to and in accordance with the Laws. Contractor will be solely responsible for the Services. Contractor will make all decisions called for promptly and without unreasonable delay.

### 3.4 Insurance.

3.4.1 During the term of this Agreement, Contractor will obtain and maintain, in addition to any other insurance required under this Agreement and/or applicable laws and regulations, the following minimum levels of insurance: (a) general liability insurance for all losses or claims arising out of or related to Contractor's performance of its obligations under this Agreement (including, without limitation, damages as a result of death or injury to any person or destruction or damage to any property) with limits of no less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate; (b) comprehensive automobile liability insurance for all owned, non-owned, and hired vehicles that are or may be used by Contractor in connection with Contractor's performance of the Services with limits of no less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate; and (c) workers' compensation insurance in form and amount sufficient to satisfy the requirements of applicable Oregon law. Each liability insurance policy required under this Agreement will be in form and content satisfactory to City, will list City and each City Representative (as defined below) as an additional insured, and will contain a severability of interest clause; the workers' compensation insurance will contain a waiver of subrogation in favor of City. The insurance Contractor is required to obtain under this Agreement may not be cancelled without 10 days' prior written notice to City. Contractor's insurance will be primary and any insurance carried by City will be excess and noncontributing. Contractor will furnish City with appropriate documentation evidencing the insurance coverage (and provisions) and endorsements Contractor is required to obtain under this Agreement upon Contractor's execution of this Agreement and at any other time requested by City. If Contractor fails to maintain insurance as required under this Agreement, City will have the option, but not the obligation, to obtain such coverage with costs to be reimbursed by Contractor immediately upon City's demand.

3.4.2 Without otherwise limiting or modifying Contractor's insurance obligations under Section 3.4.1, in accordance with the Grant Contract, Contractor will obtain and maintain the insurance identified in the attached Exhibit A. Notwithstanding anything contained in this Agreement to the contrary, City may increase the minimum levels of insurance Contractor is required to obtain and maintain under this Agreement after providing Contractor 90 days' prior written notice of the insurance increase.

3.5 Compliance with Laws. Contractor will perform the Services in accordance with the Laws. Without otherwise limiting the generality of the immediately preceding sentence, Contractor will comply with each obligation applicable to Contractor and/or this Agreement under ORS 279B.220, 279B.225, 279B.230, and 279B.235, which statutes are incorporated herein by reference. Prior to the Effective Date, Contractor obtained all licenses, approvals, and/or certificates necessary or appropriate to perform the Services, including, without limitation, a business license from City. The Services will be performed subject to and in accordance with all applicable requirements, including, without limitation, all rules, regulations, and/or requirements arising out of or under the Grant Contract. For purposes of this Agreement, the term "Law(s)" means all applicable federal, state, and local laws, regulations, restrictions, orders, codes, rules, and/or ordinances related to or concerning

Contractor, this Agreement, the Grant Contract, and/or the Services, including, without limitation, all federal, state, and local laws, regulations, and ordinances identified under the Grant Contract and/or applicable to the provision of transit services and all applicable City ordinances, resolutions, policies, regulations, orders, restrictions, and guidelines, all as now in force and/or which may hereafter be amended, modified, enacted, and/or promulgated.

### 3.6 Indemnification.

3.6.1 Contractor will defend, indemnify, save, and hold City and each present and future City employee, officer, agent, and representative (individually and collectively, "City Representative(s)"), harmless for, from, and against all claims, actions, proceedings, damages, liabilities, injuries, losses, and expenses of every kind, whether known or unknown, including, without limitation, attorney fees and costs, resulting from or arising out of, whether directly or indirectly, the following: (a) damage, injury, and/or death to person or property caused by Contractor's acts and/or omissions (and/or the acts and/or omissions of Contractor's directors, officers, employees, agents, representatives, consultants, and/or contractors (individually and collectively, "Contractor Representative(s)"); (b) Contractor's failure to pay any tax arising out of or resulting from performance of the Services; (c) Contractor's (and/or Contractor's Representatives) performance of the Services; and/or (d) Contractor's breach and/or failure to perform any Contractor representation, warranty, covenant, and/or obligation contained in this Agreement. Contractor's indemnification obligations provided in this Section 3.6.1 will survive the termination of this Agreement.

3.6.2 Contractor will defend, indemnify, save, and hold State of Oregon ("State") and its officers, employees, and agents harmless for, from, and against all claims, actions, liabilities, damages, losses, and/or expenses, including, without limitation, attorney fees and costs, arising from a tort, as now or hereafter defined in ORS 30.260, caused, and/or alleged to be caused, in whole or in part, by Contractor's negligent or willful acts or omissions (and/or Contractor's Representatives) (individually and collectively, "Claims"). State will, in all instances, except for Claims arising solely from State's negligent or willful acts or omissions, be indemnified by Contractor from and against all Claims. Contractor will not defend any Claim in the name of State (or any State agency), nor purport to act as State's legal representative (or any State agency) without the prior written consent of the Oregon Attorney General. State may, at any time at its election, assume its own defense and settlement if State determines that Contractor is prohibited from defending State or that Contractor is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Contractor if State elects to assume its own defense. Contractor's indemnification obligations provided in this Section 3.6.2 will survive the termination of this Agreement.

3.7 Assignment of Studies and Reports. Contractor will assign all studies, reports, data, documents, and/or materials of any kind produced under this Agreement to City upon the earlier of City's request or the termination of this Agreement. All copies of the materials provided to City will become the property of City who may use them without Contractor's permission. Contractor will defend all suits or claims for infringement of patent, trademark, and/or copyright for which Contractor is responsible (including, without limitation, any claims which may be brought against City), and Contractor will be liable to City for all losses arising therefrom, including costs, expenses, and attorney fees.

3.8 Records. Contractor will maintain complete and accurate records concerning all Services performed and all documents produced under this Agreement for a period of five years after the termination of this Agreement. Contractor's records will be maintained in accordance with sound accounting practices. Contractor's records concerning the Services will be made available to City for inspection, copying, and/or audit immediately upon City's request.

4 Term; Termination.

4.1 Term of Agreement. Subject to the terms and conditions contained in this Agreement, the term of this Agreement commenced on the Effective Date and will remain in full force and effect until December 31, 2021, unless sooner terminated as provided in this Agreement. This Agreement may be renewed for two additional consecutive terms of two years each (for a total cumulative maximum term of six years) upon the parties' mutual written agreement; provided, however, City makes no representations, guarantees, commitments, and/or promises to extend the term of the Agreement after the initial two-year term. Notwithstanding anything contained in this Agreement to the contrary, this Agreement may be terminated (a) at any time by the mutual written agreement of City and Contractor, and/or (b) by City for convenience and without cause by providing 30 days' prior written notice of such termination to Contractor.

4.2 Termination For Cause. Notwithstanding anything contained in this Agreement to the contrary, City may terminate this Agreement immediately upon notice to Contractor upon the happening of any of the following "for cause" events: (a) Contractor engages in any form of dishonesty or conduct that reflects adversely on City's reputation or operations; (b) Contractor fails to comply with any Law; (c) problems occur in connection with Contractor's performance of the Services; and/or (d) Contractor breaches and/or otherwise fails to perform any Contractor representation, warranty, covenant, and/or obligation contained in this Agreement. The determination as to whether any "for cause" event has occurred will be made by City in City's sole discretion.

4.3 Consequences of Termination. Upon termination of this Agreement, City will not be obligated to reimburse or pay Contractor for any continuing contractual commitments to others or for penalties or damages arising from the cancellation of such contractual commitments. Within a reasonable period of time after termination of this Agreement (but in no event later than five days after termination), Contractor will deliver to City all materials and documentation related to or concerning the Services. Termination of this Agreement will not constitute a waiver or termination of any rights, claims, and/or causes of action a party may have against the other party.

5. Miscellaneous.

5.1 Severability; Assignment; Binding Effect. 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. Contractor will not assign this Agreement to any person without City's prior written consent. Subject to the immediately preceding sentence, this Agreement will be binding on the parties and their respective heirs, personal representatives, successors, and permitted assigns, and will inure to their benefit. This Agreement may be amended only by a written agreement signed by each party.

5.2 Attorney Fees; Dispute Resolution. If any arbitration or litigation is instituted to interpret, enforce, and/or rescind this Agreement, including, without limitation, any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's reasonable attorney fees and other fees, costs, and expenses of every kind, including, without limitation, costs and disbursements specified in ORCP 68 A(2), incurred in connection with the arbitration, the litigation, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court. If any claim, dispute, or controversy arising out of or related to this Agreement occurs (a "Dispute"), City and Contractor will exert their best efforts to seek a fair and prompt negotiated resolution of the Dispute and will meet at least once to discuss and seek a resolution of the Dispute. If the Dispute is not resolved by negotiated resolution, either party may initiate a suit, action, arbitration, or other proceeding to interpret, enforce, and/or rescind this Agreement.

5.3 Governing Law; Venue; Remedies. This Agreement is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction

governing this Agreement. 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. If a party breaches or otherwise fails to perform any of its representations, warranties, covenants, and/or obligations under this Agreement, the non-defaulting party may, in addition to any other remedy provided to the non-defaulting party under this Agreement, pursue all remedies available to the non-defaulting party at law or in equity. All available remedies are cumulative and may be exercised singularly or concurrently.

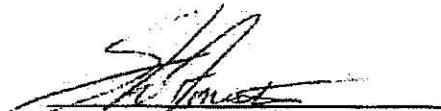
5.4 Attachments; Further Assurances; Notices. Any exhibits, schedules, instruments, documents, and other attachments referenced in this Agreement are part of this Agreement. The parties will sign other documents and take other actions reasonably necessary to further effect and evidence this Agreement. If any provisions contained in an attached exhibit, schedule, instrument, document, and/or other attachment conflicts with this Agreement, the provisions of this Agreement will control. Time is of the essence with respect to Contractor's performance of its obligations under this Agreement. All notices or other communications required or permitted by this Agreement must be in writing, must be delivered to the parties at the addresses set forth above, or any other address that a party may designate by notice to the other party, and are considered delivered upon actual receipt if delivered personally, by fax or email transmission (with electronic confirmation of delivery), or by a nationally recognized overnight delivery service, or at the end of the third business day after the date of deposit if deposited in the United States mail, postage pre-paid, certified, return receipt requested.

5.5 Waiver; Entire Agreement. No provision of this Agreement may be modified, waived, or discharged unless such waiver, modification, or discharge is agreed to in writing by City and Contractor. No waiver of either party at any time of the breach of, or lack of compliance with, any conditions or provisions of this Agreement will be deemed a waiver of other provisions or conditions hereof. This Agreement contains the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and supersedes all other oral or written negotiations, discussions, representations, and/or agreements. Contractor has not relied on any City promises, statements, representations, and/or warranties except as set forth expressly in this Agreement.

5.6 Person; Interpretation; Execution. For purposes of this Agreement, the term "person" means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other entity. All pronouns contained herein and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting. The titles, captions, or headings of the sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. The parties may execute this Agreement in separate counterparts, each of which when executed and delivered will be an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be binding and effective for all purposes as of the Effective Date.

CITY:  
City of Prineville,  
an Oregon municipal corporation



By: Steve Forrester, City Manager

Federal Tax Id. No.: 93-6002239

CONTRACTOR:  
Central Oregon Intergovernmental Council,  
an Oregon intergovernmental entity organized under  
ORS Chapter 190



By: Tammy Baney, Executive Director

Federal Tax Id. No.: 93-0620261

6 - PUBLIC TRANSPORTATION SERVICES AGREEMENT  
(10340782-01175925;1)

Schedule 1.1  
Description of Services

In addition to all other Services provided under this Agreement, Contractor will perform the following Services for and on behalf of City:

1. Contractor will provide those transit services identified under the Grant Contract. Contractor will provide demand responsive general public transportation for City within City's boundaries depicted and identified in the Prineville Rural Dial-A-Ride Service Area Map attached hereto as Exhibit D. The public transportation service is demand-response. Passengers are picked up at their origin and dropped off at their destination. Demand responsive services will be provided Monday through Friday from 7:00 a.m. to 5:30 p.m., until the parties' agree otherwise in writing.

2. Contractor will transfer passengers via the Community Connector shuttle to Redmond. The shuttle operates Monday through Friday with five roundtrips connecting Prineville and Redmond per day.

3. Contractor will provide and maintain all vehicles required to provide the Services in good operable repair and safe condition and accordance with state and federal asset management requirements.

4. Contractor will provide buses which are wheelchair-equipped. All established bus stops must be ADA-complaint.

5. Contractor will work with local agencies - including St. Charles Health System, Crook County Library, Housing Works, the senior center, Central Oregon Coalition for Access, and High Desert Advocates - to ensure that Services are meeting priority needs.

6. Subject to the terms and conditions contained in this Agreement, Contractor will provide the Services in a manner consistent with COIC's Human Services Transportation Coordination Plan adopted in 2018 and Cascade East Transit's 2040 Transit Master Plan (adoption pending summer 2020), which will help guide future investment in elderly, disabled, and low-income transportation and potential boundary adjustments as City's population growth changes.

7. Contractor will provide an outreach and marketing program to support the Services, including, without limitation, development and maintenance of a website outlining the Services. The website will provide service notifications, information about required policies and programs, information about filing public comments or complaints, and other information as directed by City from time to time.

8. All other public transportation services identified in that certain City of Madras Request for Proposals – Public Transportation Services dated October 15, 2019.

Schedule 2.1  
Fee Schedule

Subject to the terms and conditions contained in this Agreement, City will pay Contractor the following compensation in consideration of Contractor's performance of the Services in accordance with this Agreement:

<b>Fiscal Year</b>	<b>Annual Compensation</b>
2019/2020	\$92,488
2020/2021	\$92,488
2021/2022	\$97,112
2022/2023	\$101,967
2023/2024	\$107,066
2024/2025	\$112,419



Exhibit A  
Insurance Requirements

In addition to all other insurance required to be maintained by Contractor under this Agreement, Contractor will obtain and maintain the minimum insurance required under Section 9 and Exhibit C of the Grant Contract, including, without limitation, the following:

1. Workers' Compensation Insurance. Contractor will maintain workers' compensation insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined under ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers liability insurance with coverage limits of no less than \$500,000 must be included.

2. Commercial General Liability Insurance. Contractor will maintain commercial general liability insurance covering bodily injury, death, and property damage in form and with coverages that are satisfactory to State. This insurance will include personal injury liability, products, and completed operations. Coverage will be written on an occurrence form basis, with no less than the following amounts as determined by State:

2.1 Bodily Injury, Death, and Property Damage: \$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

2.2 Automobile Liability Insurance: Insurance covering all owned, non-owned, and hired vehicles. This coverage may be written in combination with the commercial general liability insurance (with separate limits for "commercial general liability" and "automobile liability"). Automobile liability insurance must be no less than \$1,000,000 per occurrence (all claimants for claims arising out of a single accident or occurrence).

3. Additional Insured. The commercial general liability insurance and automobile liability insurance must include State and State's Representatives as additional insureds but only with respect to the Services performed under this Agreement. Coverage must be primary and non-contributory with any other insurance and self-insurance.

4. Tail Coverage. If any required insurance policies is on a "claims made" basis, such as professional liability insurance, Contractor will maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the Effective Date, for a minimum of 24 months following the later of (a) Contractor's completion of the Services, or (b) expiration of all warranty periods, if any, provided under this Agreement. Notwithstanding the foregoing 24-month requirement, if Contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then Contractor may request and State may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If State approval is granted, Contractor will maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

5. Notice of Cancellation or Change; Certificates of Insurance. Contractor must provide 30 days' written notice to City before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s). Contractor will provide City certificate(s) of insurance and endorsements for all required insurance before Contractor performs any Services. Certificate(s) and endorsement(s) must specify (a) all entities and individuals who are endorsed on the policy as additional insureds, and (b) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

Exhibit B  
Certifications and Assurances

1. Contractor will comply with all applicable federal requirements contained in the Certifications and Assurances available at [www.transit.dot.gov](http://www.transit.dot.gov). The Certifications and Assurances, including as they may be changed during the term of this Agreement, are by this reference incorporated herein.

2. Contractor will comply with all applicable requirements included in the Master Agreement signed and attested by State (the "Master Agreement"). The Master Agreement is incorporated by this reference and made part of this Agreement. The Master Agreement is available upon request from State by calling (503) 986-3300 or at [www.transit.dot.gov](http://www.transit.dot.gov). Without limiting the foregoing, the following is a summary of some requirements applicable to transactions covered under this Agreement:

2.1 Contractor will comply with Title VI of the Civil Rights Act of 1964 (78 State 252, 42 U.S.C. § 2000d) and the regulations of the United States Department of Transportation (49 CFR 21, Subtitle A). Contractor will not exclude any person on the grounds of race, religion, color, sex, age, national origin, or disability from the benefits of aid received under this Agreement. Contractor will report to City and State on at least an annual basis any active lawsuits or complaints, including dates, summary of allegation, and status of lawsuit or complaint, including whether the parties entered into a consent decree.

2.2 Contractor will comply with FTA regulations in Title 49 CFR 27 Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance which implements the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act of 1990, 49 CFR 37, and 49 CFR 38.

2.3 Contractor will not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Contractor will take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT assisted contracts. Contractor's DBE program, if applicable, as required under 49 CFR part 26 and as approved by USDOT, is incorporated by reference into this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms will be treated as a violation of this Agreement. Upon notification to State of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

2.4 Contractor will not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Contractor will carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Contractor's failure to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as City deems appropriate.

3. By executing this Agreement, Contractor certifies to State and City that Contractor has not and will not use federal funds to pay for influencing or attempting to influence an officer or employee of any federal department or agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any federal grant, cooperative agreement, and/or any other federal award and/or the extension, continuation, renewal, amendment, and/or modification of any federal contract, grant, loan, cooperative agreement, and/or other federal award. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification will be subject to a civil penalty of no less than \$10,000 and not more than \$100,000 for each such failure. If non-federal funds have been used to support lobbying activities in connection with the Services, Contractor will complete Standard Form LLL, Disclosure Form to Report Lobbying and submit the form to State at the end of each calendar quarter in which there occurs an event that requires disclosure.

Restrictions on lobbying do not apply to influencing policy decisions. Examples of prohibited activities include seeking support for a particular application or bid and seeking a congressional earmark.

Exhibit C

Oregon Public Transit Information System

Information required by 2 CFR 200.331(a), may be accessed at [www.oregon.gov/odot/pt/Oregon Public Transit Information System \(OPTIS\)](http://www.oregon.gov/odot/pt/Oregon%20Public%20Transit%20Information%20System), as the information becomes available.

**Exhibit D**  
**Prineville Service Area Map**

# PRINEVILLE RURAL DIAL-A-RIDE SERVICE AREA MAP

Monday - Friday | 7:00am - 5:30pm

