



Location: City Hall – Council Chambers
Date: January 24, 2023
Time: 6:00 PM

City Council Meeting Agenda

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

Call to Order

Flag Salute

1. State of the City Address - Mayor Beebe

Additions to Agenda

Consent Agenda

- [2.](#) Regular Meeting Brief 1-10-2023

Visitors, Appearances and Requests

Council Presentations

Council Business

- [3.](#) Crooked River Round Up Council Contribution Request (Sponsored by Councilor Hutchison)
- [4.](#) Council Committee Appointments - Mayor Beebe

Staff Reports and Requests

- [5.](#) City Manager Report - Steve Forrester

Committee Reports

Ordinances

- [6.](#) Ordinance No. 1282 - Ratifying the Creation of an ORS Chapter 190 Intergovernmental Entity Entitled the Crook County Road Agency (**SECOND PRESENTATION**) - Jered Reid

Resolutions

- [7.](#) Resolution No. 1546 - Approving Appropriation Adjustments to the BN 2021-2023 Budget for the Third Quarter of the Second Fiscal Year - Lori Hooper



Visitors, Appearances and Requests

8. Executive Session - Pursuant to ORS.660(2)(e) - Conduct Deliberations With Person Designated to Negotiate Real Property Transactions & ORS 192.660 (2)(h) - Current Litigation or Litigation That is More Likely to be Filed Than Not

Adjourn

Agenda items maybe added or removed as necessary after publication deadline



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

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

City Council Meeting Brief
January 10, 2023

Council Members Present:

Steve Uffelman
Scott Smith
Gail Merritt
Ray Law
Shane Howard
Janet Hutchison

Council Members Absent

Jason Beebe

Additions to the Agenda

Item 2 – State of the City Address & Item 6 – Committee Appointments have been postponed until the January 24th Council Meeting. Item 5 – Election of Council President has been moved up to Item 2.

1. Ceremonial Council Oaths of Office

Steve Forrester, City Manager administered the Oaths of Office to Councilors Howard, Hutchison and Smith.

2. Election of Council President

Councilor Merritt made a motion to nominate Councilor Uffelman as the Council President. Motion seconded. No discussion on motion. All in favor, motion carried. (Councilor Law was unable to vote due to technical difficulties.)

Consent Agenda

- 3. Regular Meeting Brief 12-13-2022**
- 4. PD Property Conversion**

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

Visitors, Appearances and Requests

No one came forward.

Council Presentations

None.

Council Business

None.

Staff Reports and Requests:

5. City Manager’s Report– Steve Forrester

Mr. Forrester presented the Manager’s Report that covered highlights for each department.

Mr. Forrester added that he would like to schedule a tour of all city facilities in the future with any councilors that would like to and to coordinate with us to get scheduled.

Mr. Forrester announced that Les Stiles has passed away and that Les was one of his top 10 people he has met through his entire life and many travels. Les had many accomplishments in public safety and was instrumental in lining up our Police Department for the future and accreditation. Mr. Forrester shared a story of one of his experiences with Les Stiles when they were in pursuit of a bad guy and asked for a moment of silence in memory of Les.

Council President Uffelman mentioned that the Confederated Tribe of Warm Springs had provided a letter of support to apply for some funding for the Prineville Renewable Energy Project (PREP).

Meeting adjourned at 6:20 PM to reconvene at 6:30 PM so the technical difficulties could be resolved.

Meeting reconvened at 6:30 PM and Councilor Law was able to participate remotely after the reset.

Committee Reports

Councilor Hutchison talked about the Crook County Parks & Recreation open house and how nice it was to meet the candidates for the Executive Director position. It was very well attended and Council President Uffelman also attended.

There were no other reports.

Ordinances:**6. Ordinance No. 1282 – Ratifying the Creation of an ORS Chapter 190 Intergovernmental Entity Entitled the Crook County Road Agency (FIRST PRESENTATION) – Jered Reid**

Jered Reid, City Attorney provided the background for this ordinance and that it allows a creation of a County Road Agency to collect federal rural funds without a deduction for funds that counties already receive. The city has to approve by ordinance pursuant to state law, to allow their county to create this entity and the funds are distributed directly to the county. Beyond the passing of this ordinance the city has no responsibilities or expense.

There were discussions regarding school funding and if it goes directly the School District, which it does.

There were no further questions.

Councilor Merritt made a motion to approve Ordinance No. 1282 for its first presentation. Motion seconded. No discussion on motion. All in favor, motion carried.

Resolutions**7. Resolution No. 1543 – Approval and Authorization of the Direct Award Contract for Pump and Motor Upgrades to Heliport and Airport 2 Wells (PUBLIC HEARING) (Carried forward from 12/13/22 Meeting) – Casey Kaiser**

Council President Uffelman opened the public hearing portion of the meeting.

Casey Kaiser, Public Works Director presented the staff report highlighting that this is needed for additional production capacity and backup power generation to both the Heliport and Airport 2 wells. The cost for this project is covered by the \$1.5 Congressionally Directed Spending funds awarded to the city and is an extremely cost effective way to expand the capacity of our water system.

Mr. Reid provided details of the public hearing advertising and added that Abbas was selected as our wells maintenance service provider through our public procurement process. They were the only provider that submitted a proposal for the request.

Discussions continued regarding city residents that currently are not hooked up and if other upgrades would be needed for them to connect to city water.

Mr. Kaiser explained that it will help get us to that point, and further upgrades will be needed.

No one from the public came forward and no written comments were received.

Council President Uffelman closed the public hearing portion of the meeting.

Councilor Smith made a motion to approve Resolution No. 1543. Motion seconded. No discussion on motion. All in favor, motion carried.

8. Resolution No. 1545 – Authorizing the Intergovernmental Agreement With ODOT for the 2022 Transportation System Plan Update – Casey Kaiser

Mr. Kaiser presented the staff report stating that the TSP’s last update was in 2013. He previously applied for a grant for an update and was unsuccessful. Mr. Kaiser worked with ODOT for funding since two state highways run through Prineville. He was finally successful in an agreement for ODOT to participate in the cost share for the update. The total project cost is \$318,000.00 with ODOT contributing \$238,000.00 of the project cost.

There were no questions.

Councilor Hutchison made a motion to approve Resolution No. 1545. Motion seconded. Councilor Hutchison thanked Mr. Kaiser for his diligence in getting these funds. All in favor, motion carried.

Visitors, Appearances and Requests:

No one came forward.

Adjourn

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

Meeting adjourned at 6:51 P.M.

Motions and Outcomes:

Motion:	Outcome	Beebe	Howard	Hutchison	Law	Merritt	Smith	Uffelman
Motion to Elect Councilor Uffelman as Council President	PASSED	-	Y	Y	-	Y	Y	Y
Consent Agenda	PASSED	-	Y	Y	-	Y	Y	Y
Ordinance No. 1282 – Ratifying the Creation of an ORS Chapter 190 Intergovernmental Entity Entitled the Crook County Road Agency (FIRST PRESENTATION)	PASSED	-	Y	Y	Y	Y	Y	Y
Resolution No. 1543 – Approval and Authorization of the Direct Award Contract for Pump and Motor Upgrades to Heliport and Airport 2 Wells (PUBLIC HEARING) (Carried forward from 12/13/22 Meeting)	PASSED	-	Y	Y	Y	Y	Y	Y
Resolution No. 1545 – Authorizing the Intergovernmental Agreement With ODOT for the 2022 Transportation System Plan Update	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> .



Prineville City Council Contribution Request Form

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

Date: 1/11/2023	Name of Organization: Crooked River Roundup & Fair Association	
Street Address: 1280 S. Main		
Town: Prineville	State: Oregon	Zip: 97754
Phone: 5417716072	Email: steveholliday.crr@gmail.com	
Contact Name & Title: Steve Holliday, President		
IRS Tax Status (Example 501(c) 3, 5, 6 or other: 501(c)(5)		
Give a brief description of your organization including the mission statement, type of service provided: For 77 years the Crooked River Roundup has supported the community by producing one of the top PRCA rodeos and horse racing in the nation. The events bring over 30,000 people to our community annually. The contestants and spectators both bring an economic boost to our community.		
Purpose of funds request (attach brochures, pictures, purpose of organization, etc.) Be specific as to what area of your plan where the funds will be used. Create short videos that highlight our local history, western culture, local businesses, local attractions that can be shared Nationally on TV and social media.		
Will funds be used for operational expenses? (Please explain) No		
Will funds be leveraged with other resources/partnerships? Yes, Crook County has already agreed to help with \$7,500 and Visit Central Oregon has a grant that will be applied for.		

Funding Amount Requested: \$7,500

Describe how your organization sees this request for meeting the Council Goals & Objectives: These projects help promote Prineville and Crook County, our history and western culture on a national level. Come visit Prineville and Crook County!



Prineville City Council Contribution Request Form

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

There are two projects at work. First would be "The Travel Channel meets The Cowboy Channel". National exposure on the Cowboy Channel. Come to the Crooked River Roundup, highlighting local places to eat, stay and visit while you are here for the rodeo.

Second, creating a series of short videos of our local western history of the area, the rodeo and horse racing. Allowing us to professionally tell our story. It will be used on our social media and also shared with The Cowboy Channel. The content will be shared with the City, County and Chamber of Commerce for their use also.

Number of years in operation: 77

Has your organization received funds from the city before? If yes, please provide the amount and purpose of donation: Not to my knowledge.

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

Steve Holliday, President

Printed Name – Organization's Authorized Representative

Steve Holliday, President

Signature – Organization's Authorized Representative

ADMINISTRATIVE SECTION:

Date Received: January 11, 2023

Fiscal Year: FY 22-23

Fund balance at time of request: \$24,000

Council Member to sponsor: Janet Hutchison

Date Council to review: January 24, 2023

Council: Approved / Denied

If approved, amount Council approved: \$

Rodeo Agritourism

CROOKED RIVER ROUND-UP • EST 1945

Flatbed Media LLC is excited to tell the iconic story of The Crooked River Round-Up along with the Rodeo Committee and community that gave it its home. Justin McKee has a vision to see local agritourism grow through the sport of rodeo by leveraging his show "Pro Rodeo Tonight" and showcasing these stories.

Agritourism is a subsector of the ecotourism industry that encourages tourists to visit an agricultural business or event for the purpose of education or entertainment.

We believe the story of the Crooked River Roundup has the potential to attract new loyalists to Central Oregon. Flatbed Media exists to help communities just like Prineville spotlight these stories.



OBJECTIVES

FOCUS AREAS

01

TELL THE STORY OF THE RODEO, THE COMMITTEE AND IT'S VOLUNTEERS

02

PROMOTE LOCAL BUSINESSES AND BOLSTER ECONOMIC STIMULUS

03

PROMOTE OUT OF STATE RECREATION AGRITOURISM AND AWARENESS

04

PROMOTE THE SPORT OF RODEO THROUGH THE CROOKED RIVER ROUND-UP

05

HIGHLIGHT LOCAL ATTRACTIONS

PROJECT SUMMARY

Justin's vision is to create a story that can be featured on "Pro Rodeo Tonight" and shared across social media and marketing platforms. In Justin's words...

"Think the Cowboy Channel, meets the travel channel"

1 Project Outline

Create a promotional video that can be featured in a segment on the Cowboy Chanel and broken down into sharable social media clips promoted by the The Crooked River Round-Up's marketing team.

2 Secure Your Spot

Project priority will be determined on a first come first serve basis. The earlier the project and filming process can happen, the more time people have to plan their travel to Prineville.

3 Package Price \$10,000

Through State and Local Economic Development Partnerships there is funding available to pursue local agritourism opportunities.

PACKAGE
PRICING

Council Committee Appointments - 2022

Committee Name	Facilitated By	Committee Type	Meeting Times	Appointed By	City Members	Comments
Air Quality Committee	City	AD Hoc	Monthly - Thursday 1 to 2PM or 11 AM to Noon	City	Janet Hutchison, CCF&R, County, DEQ, BLM, USDA, Citizens	
Central Oregon Intergovernmental Council (COIC)	COIC	Permanent	Monthly - 1st Thursday 5:30 PM - Redmond COIC	Mayor	Primary : Gail Merritt, Alternate: Jeff Papke	
Crooked River Watershed	Crooked River Watershed	Permanent	Monthly - 2nd Thursday 6-9 PM	Mayor	Josh Smith Jason Beebe	
Crook County Community Foundation (CCF)	CCF	Permanent	Monthly -3rd Thursday 7:30-8:30 AM	Mayor	Ray Law	
Central Oregon Cities Organization (COCO)	COCO	Permanent	Monthly - 3rd Monday - Redmond City Hall 11:30 AM	Mayor	Primary: Jason Beebe Steve Forrester	
Central Oregon Area Commission on Transportation (COACT)	COACT	Permanent	Every Other Month March, May, August & Nov	Mayor	Steve Uffelman(Primary)/ Ray Law (Alternate) Steve Forrester	
Crook County School District Facilities	School District	AD Hoc	As needed	Mayor	Steve Forrester Jeff Papke	As needed
Deschutes Water Alliance (DWA)	DWA	Permanent	As needed	Mayor	Eric Klann	As needed
Economic Development of Central Oregon Boad (EDCO)	EDCO	Permanent	Monthly - 2nd Thursday 8:30-10:30 AM	Mayor	City Manager Jason Beebe	Quarterly from EDCO
Habitat Conservation Plan - Fish Re-introduction (HCP)	COIC/DBBC	AD Hoc	As needed	Mayor	Jason Beebe Eric Klann	Dissolve - Completed
Crook County Human Services Committee	County	Permanent	Monthly - 2nd Tuesday 4-5:30 PM	Mayor	Janet Hutchison	

Committee Name	Facilitated By	Committee Type	Meeting Times	Appointed By	City Members	Comments
Finance Committee	City	Permanent	Quarterly or as needed	Mayor	Janet Hutchison Jason Beebe Gail Merritt Liz Schuette Andy Parks City Manager	Quarterly from Finance Director
Public Works Committee	City	Permanent	As needed	Mayor	Janet Hutchison Jason Beebe City Manager	As needed
Public Safety Funding Committee	City	Permanent	As needed	Mayor	City Manager Chief of Police Patricia Jungmann Steve Uffelman Gail Merritt	As needed
Transportation Committee New Name as of Jan. 2017 formerly Traffic Safety Committee	City	Permanent	As needed	Mayor	Ray Law Planning Dept Police Dept Public Works Dept	Is this committee needed?
Railroad Advisory Committee	City	Permanent	Monthly - 3rd Wednesday - Railroad Office - Noon		Steve Uffelman Matt Weiderholt Mike Ervin (Citizen/Industry Expert) Dustin Wilson (Rail User) Larry Gerke (Industry Expert) City Manager (Ex- Officio)	

Committee Name	Facilitated By	Committee Type	Meeting Times	Appointed By	City Members	Comments
Local Intergovernmental Committee	City	Permanent	January, March, May, July, Sept, Nov	Mayor	Jason Beebe School District Superintendent County Court Rep Parks & Rec Chamber of Commerce City Manager Fire Dept / Police Dept	
Solid Waste Advisory Committee (SWAC)	Republic Disposal	AD Hoc	Quarterly	Mayor	Jeff Papke Eric Klann	As needed (new committee as of 2011)
Downtown Revitalization Committee	City	TBD	TBD	Mayor	City Staff Reps - Josh Smith /Casey Kaiser Chamber of Commerce Patricia Jungmann Various Downtown Business Owners and citizens	Dissolved - Now Downtown Business Association
Chamber of Commerce Board	Chamber			Mayor	Ray Law	
Barnes Butte Focus Committee New Name as of 2017 (formerly Iron Horse Development Committee) formerly Sports Complex Committee	CCF/City/Committee	AD Hoc	TBD	Mayor for City Reps	Eric Klann Gail Merritt Jason Beebe Janet Hutchison	OVER 30 COMMUNITY MEMBERS
Franchise Fee Committee 10/9/2014	City	AD Hoc	TBD	Mayor/Steve F.	Ray Law Steve Forrester	
Neighbor Impact	Scott Cooper			Mayor	Patricia Jungmann	
Council Governance Committee	City	Permanent	As needed	Mayor	Patricia Jungmann Jason Beebe Jeff Papke - Chair	
County Natural Resource Committee	County	Permanent		Mayor	Ray Law	
Ochoco Forrest Collaborative Last Updated: 1/26/2021	OFC	Permanent		Mayor	Janet Hutchison	

**** PLEASE NOTE, ANY COUNCIL MEMBER IS WELCOME TO VISIT ANY OF THESE COMMITTEE GROUPS WITH ADVANCED NOTICE TO AVOID A QUORUM ****

City Manager Update to Council

Council Meeting January 24, 2023

Public Safety / Dispatch

Dispatch held their executive interviews with a few candidates and has made a conditional offer to one. They hope to have that person in place by the beginning of February.

Public Safety is testing recruits this week and hope to get a lateral from the area hired. Six officers are in training now (2 at the academy and 4 on road).

Public Works

- The new decorative street light was installed next to the new downtown arch. We are slowly changing out the downtown streetlights for our newer standard decorative model as we do projects in the downtown core
- Our streets crew is again working on the grading and base work for the new Barnes Butte 5k paved loop trail with plans of having all the base work done and doing the paving in the spring.
- Our Stearns well went down over the MLK holiday. Thanks to our maintenance contract with Abbas Pump Service the parts are ordered and we're hoping to have it back up and running by the end of the week. Abbas as typical responded immediately. There has been no interruption of service to any residents.
- We continue to progress the design of our Combs Flat to Peters Road extension project. At this point OID is planning on moving forward with their canal piping project parallel to our road after the upcoming irrigation season. We are planning on completing a portion of the rough grading for our roadway concurrently with OID's canal piping project.
- Casey and Eric worked with the reporting crew from Central Oregon Daily who put together a nice segment on the ASR project. That should be airing this week if it hasn't already.
- The public works leadership is continuing to make progress on updating the Water System Master Plan, Wastewater Facility Master Plan, and the Transportation System Plan.
- Legislation has been introduced this week for possible funding of juniper clearing for regional counties. The bill has a lot of support and if this goes through will be good for the PREP project and improve ground water levels.

Rail Road

Matt has been busy working with a company based out of Minnesota & Canada that is a large barley producer for breweries. They are flying in from Canada this week for a site visit. If this goes through it could lead to 60 cars a month eventually. The warehouse remains busy until it reaches capacity which is close. We started receiving cars for Ed Staub this month. All in all January is looking to be a decent month for the railroad.

Meadow Lakes Golf

Ron's Comfort Food is set to renew their restaurant lease in February and seems to be doing well. With the recent warmer days, there has been some increased activity over the last couple of weeks.

Airport

Activity is picking up and pretty good at the airport. Kelly has kicked off an environmental study in connection with the historical wagon road and the historical significance of the original hangars at the airport. Looking at getting two more rows of T-hangars developed. This spring we are kicking off engineer and design for runway rehabilitation project to begin 2024.

Planning

Planning is working on a Community Paths grant application. There is a RFP out for the development of an EV charging station that is possible due to a grant. Chapter 52 of the city code is under review and almost ready to bring an ordinance forward. The second Ochoco Mill development has been approved. Still remain very busy with endless inquiries for development.

Human Resources – Nothing to report.

Information Technology

IT has been busy moving some offices and equipment around at PD and still able to tick off incoming projects and requests off their support logs.

Finance

Finance is super busy and getting budget narratives out to departments as well as other tools to build the next budget. The city has implemented the tiered rate schedule. Good to have this done with all the research completed in developing a fair and equitable rate schedule.

City Recorder/Risk Management – No Update

City Legal – No Update

EDCO

There are a couple of small ready to go industrial sites that have just been listed. EDCO is meeting with new airlines for additional potential flight options in the region. There is a winery that is interested in the Powell Butte area and a recovery business that helps with recovery from disasters that is interested too.

Public Relations

The City partnered with seven regional irrigation districts to develop the Habitat Conservation Plan (HCP) that required years of sitting at the table with other stakeholders such as the forest service, Department of Fish & Wildlife, Bureau of Reclamation to name just a few. Last week information was released through the media that the Center for Biological Diversity intended to sue a couple of federal agencies for the spotted frog. ShanRae has been busy with getting out ahead of this to be sure that the right message is sent from local farmers and ranchers.

Mayor/Council

The Council Goals workshop is coming up fast on February 9th at 5:30 PM. The Budget Committee meeting dates have been set up for everyone's calendar.

Other – No Update

ORDINANCE NO. 1282

AN ORDINANCE RATIFYING THE CREATION OF AN ORS CHAPTER 190 INTERGOVERNMENTAL ENTITY ENTITLED THE CROOK COUNTY ROAD AGENCY

Whereas, Crook County (“County”) is eligible to receive Secure Rural School (“SRS”) Act funds from the Federal Government as the Act may from time to time be reauthorized by Congress. Such reauthorizations establish the programs and purposes to which SRS funds may be employed by the receiving public entities.

Whereas, the portion of SRS funds the County receives is subject to diminution on account of other federal programs and funds which the County also receives. These other funds may be unrelated to the SRS program.

Whereas, Oregon Legislature House Bill 2174 (2021), amending ORS 294.060, created flexibility for county governments to increase federal Payment in Lieu of Taxes (“PILT”) dollars that flow into rural communities by allowing a county government to elect to divert the 75% of their SRS forest reserve payment (ORS 293.560) that is statutorily reserved for the county road fund to a separate public body.

Whereas, if a separate public body receives the payment instead of the County, the amount is not deducted from the next year’s PILT payment as a prior payment. The movement of funds allowed under ORS 294.060 could potentially bring an estimated additional \$10 million federal dollars into Oregon’s counties.

Whereas, County and the City of Prineville (“City”) are units of local government as defined by ORS 190.003, and have authority pursuant to ORS 190.010 to form an intergovernmental entity by written agreement for the performance of any or all functions and activities that a party to the agreement, its officers or agencies, have authority to perform. This can include receiving and spending SRS funds.

Whereas, County and City have negotiated a written Intergovernmental Agreement (“Intergovernmental Agreement”) to create the Crook County Road Agency, an ORS Chapter 190 intergovernmental entity, which is eligible to receive SRS under the provision of HB 2174. Said Intergovernmental Agreement is attached hereto and incorporated herein.

Whereas, in accordance with ORS 190.085, this Ordinance shall ratify and approve the execution of the Agreement and creation of the Crook County Road Agency.

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

1. The above Recitals are adopted as the City Council’s Findings of Fact.
2. Pursuant to ORS 190.085, this Ordinance declares that it is the intent of the City of Prineville to create an intergovernmental entity by intergovernmental agreement with Crook County.
3. The Intergovernmental Agreement will have an Effective Date of February 1, 2023.
4. The public purposes for which the Crook County Road Agency is created are to receive and distribute U.S. Forest Service Secure Rural Schools (“SRS”) funds for road construction in Crook County, Oregon, and all other necessary or appropriate functions related thereto.

5. The powers, duties, and functions of the Crook County Road Agency (“Agency”) are:
- a. The Agency will have responsibility and authority to receive and distribute Crook County’s apportionment of Secure Rural Schools road funds for road construction, including functions related thereto, within the boundaries of Crook County, and subject to the terms of the formation Intergovernmental Agreement and/or ORS chapter 190, perform such other functions as may be assigned by Crook County and the City of Prineville from time to time.
 - b. The Agency shall have the power to adopt, through action of its Board of Directors (“Board”), such bylaws, rules, regulations, and policies necessary to further the purposes of the Agency and/or the Intergovernmental Agreement.
 - c. The Agency shall have the power to enter into agreements with other public or private entities and to exercise all powers pursuant to the Laws (as defined below), including, without limitation, the principal acts of the County and City and ORS chapter 190. The term “Law(s)” means all federal, state, and local laws, statutes, ordinances, and/or regulations directly or indirectly affecting the Agency, the formation Intergovernmental Agreement, and/or Agency’s purposes, including, without limitation, the Americans with Disabilities Act of 1990 (and the rules and regulations promulgated thereunder) and ORS chapter 190, all as now in force and/or which may hereafter be amended, modified, enacted, or promulgated.
6. This Ordinance shall authorize the City Manager to sign the Intergovernmental Agreement on behalf of the City. Staff is directed to provide a copy of this Ordinance to the Oregon Secretary of State’s office within thirty days of its effective date in compliance with ORS 190.085.
7. This Ordinance being necessary for the health, welfare and safety of the people of the City of Prineville, an emergency is hereby declared to exist, and this Ordinance shall become effective on the date of signing.

Presented for the first time at a regular meeting of the City Council held on January 10, 2023 and for the second presentation on January 24, 2023.

Rodney J. Beebe
Mayor

ATTEST:

Lisa Morgan, City Recorder

**INTERGOVERNMENTAL AGREEMENT
CREATING CROOK COUNTY ROAD AGENCY**

This Intergovernmental Agreement creating Crook County Road Agency (this “Agreement”) effective February 1, 2023 (the “Effective Date”), and is entered into between Crook County (“County”), a political subdivision of the State of Oregon, whose address is 300 NE 3rd St. Prineville, OR 97754, and City of Prineville (“City”), an Oregon municipal corporation, whose address is 387 NE 3rd St. Prineville, OR 97754. Each of the parties hereto is referred to herein individually as a “Party” and collectively “Parties.”

RECITALS:

A. The Parties desire to form an intergovernmental entity to be named the Crook County Road Agency (the “Agency”). Agency will be formed to receive and distribute certain road funds.

B. This Agreement is made pursuant to ORS 190.010, which statute provides that units of local government may enter into agreements for performance of any functions and activities that any party to the agreement, or its officers or agents, has the authority to perform.

C. The Parties are authorized to enter into this Agreement creating an intergovernmental entity pursuant to their respective principal acts and ORS 190.003 to 190.265.

AGREEMENT:

NOW, THEREFORE, in consideration of the Parties’ respective obligations under this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Section 1. Agency.

1.1 Creation. Pursuant to this Agreement, the Agency is hereby created as an intergovernmental entity pursuant to ORS Chapter 190.

1.2 Purpose. Agency’s purposes include receiving and distributing U.S. Forest Service Secure Rural Schools (“SRS”) funds for road construction in Crook County, Oregon, and all other necessary or appropriate functions related thereto.

1.3 Responsibilities and General Powers.

1.3.1 Agency will have responsibility and authority to receive and distribute County's apportionment of SRS road funds for road construction, including functions related thereto, within the boundaries of County, and subject to the terms of this Agreement and/or ORS chapter 190, perform such other functions as may be assigned by the Parties from time to time.

1.3.2 Agency shall have the power to adopt, through action of its Board of Directors (the "Board"), such bylaws, rules, regulations, and policies necessary to further the purposes of Agency and/or this Agreement.

1.3.3 Agency shall have the power to enter into agreements with other public or private entities and to exercise all powers pursuant to the Laws (as defined below), including, without limitation, the principal acts of the Parties and ORS chapter 190. For purposes of this Agreement, the term "Law(s)" means all federal, state, and local laws, statutes, ordinances, and/or regulations directly or indirectly affecting Agency, this Agreement, and/or Agency's purposes, including, without limitation, the Americans with Disabilities Act of 1990 (and the rules and regulations promulgated thereunder) and ORS chapter 190, all as now in force and/or which may hereafter be amended, modified, enacted, or promulgated.

1.4 Offices. The offices of Agency shall be located at the Crook County Administration Building, 203 NE Court St. Prineville, OR 97754.

1.5 Governing Body. The Board, unless otherwise provided herein, shall be the governing body and shall exercise authority over all matters of Agency concern. The Board will serve as the Local Contracts Review Board for the Agency.

Section 2. Board of Directors.

2.1 Membership. Agency shall be governed by the Board consisting of the judge and commissioners serving on the Crook County Court.

2.2 Authority.

2.2.1 The Board shall have authority to do the following:

- a. Adopt bylaws for Agency, which shall set forth the rules by which the Agency shall be run. The bylaws may be amended from time to time by the Board.
- b. Oversee and to have full responsibility for all matters pertaining to the development and operations of Agency.
- c. Enter into contracts for goods and services for Agency's development and operations.
- d. Review and approve the Agency's budget pursuant to Oregon Local Budget Law, when applicable.
- e. Appoint advisory boards to consider any issue before it, if it so desires.
- f. Establish the Agency mission and goals.

g. Recommend and monitor expenditures consistent with the manner and restrictions of ORS 368.705-368.722.

2.2.2 The Board shall not have authority to do the following:

- a. Commit the taxing authority or general funds of any Party.
- b. Expend funds in excess of the SRS funding received by the Agency.

2.3 Meetings. Regular meetings of the Board shall be held on at least a quarterly basis at such time and place as determined by the Board. Special meetings may be called by the chairperson as needed or desired. All motions presented for approval shall require an affirmative vote of a majority of the whole membership of the voting members of the Board. Half plus one of the members of Board shall constitute a quorum. Members appearing by telephone or other electronic means are considered present.

The rules of parliamentary practice comprised in the Robert's Rules of Order (11th Edition) shall be used as a guide to address procedural questions to the extent not inconsistent with Agency's policy and procedures.

Section 3. Budget; Funding; Costs; Revenue.

3.1 Budget. Agency, through County, shall prepare the annual operating budget of the Agency. The Board shall adopt a final budget, in accordance with ORS 294.900 to 294.930, no later than May of each preceding year. The budget period shall be on a fiscal year basis beginning on the first of July each year. The Board shall consider and adopt the budget on behalf of the Agency. If there are any program changes any supplemental budget shall go through the budget stages set forth herein and comply with all applicable budget policies and Oregon Local Budget Law.

3.2 Funding. The Agency will receive funds under ORS 293.560 apportioned to the County road fund. County will request that the Oregon Department of Administrative Services credit the moneys described in ORS 294.060(1) to the Agency pursuant to ORS 294.060(8).

3.3 Expenses. County will be responsible for providing all funds necessary to pay for Agency's costs, expenses, obligations, and/or liabilities. Notwithstanding anything contained in this Agreement to the contrary, City will not be responsible for (and will not pay) any funds for Agency's costs, expenses, obligations, and/or liabilities.

3.4 Revenue. Revenue or fees derived from the functions or activities of the Agency will be apportioned to County.

Section 4. Term, Termination and Amendment.

4.1 Term. This Agreement shall commence on the Effective Date and will remain in full force and effect until terminated by either Party.”

4.2 Termination. Notwithstanding anything contained in this Agreement to the contrary, (a) the Parties may terminate this Agreement and dissolve the Agency by the Parties’ unanimous written agreement, (b) either Party may terminate this Agreement by providing the other Party no less than one hundred eighty (180) days’ prior written notice (provided, however, termination under this Section 4.2(b) will not take effect between February 1 and June 30 of any fiscal year), and (c) either Party may terminate this Agreement immediately upon written notice to the other Party if the other Party breaches and/or otherwise fails to perform the other Party’s obligations under this Agreement.

Section 5. Additional Parties. Subject to the Laws, including, without limitation, ORS chapter 190, additional governmental entities may be allowed to join the Agency subject to approval by the governing bodies of all Parties.

Section 6. Insurance; Liability; Indemnification; Relationship.

6.1 Insurance. Agency will obtain and maintain adequate insurance to cover Agency’s operations. Without otherwise limiting the generality of the immediately preceding sentence, Agency will obtain and maintain, in addition to all other insurance required under this Agreement, the following minimum levels of insurance: (a) general liability insurance for all losses or claims arising out of or related to Agency’s operations (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 \$1,000,000.00 per occurrence, \$2,000,000.00 in the aggregate; (b) employer liability insurance with limits of no less than \$500,000.00 per occurrence and in the aggregate; and (c) workers’ compensation insurance in form and amount sufficient to satisfy the requirements of applicable Oregon law (the workers’ compensation insurance policy will contain a waiver of subrogation in favor of each Party). Each liability insurance policy required under this Agreement will be in form and content satisfactory to the Parties, will list each Party (and each Party’s Representatives (as defined below)) as additional insured(s), and will contain a severability of interest clause. Notwithstanding anything in this Agreement to the contrary, the Parties may increase the minimum levels of insurance Agency is required to carry under this Agreement so that Agency’s insurance at least equals the applicable limits of liability identified under the Oregon Tort Claims Act (ORS 30.260 – ORS 30.300). For purposes of this Agreement, the term “Representative(s)” means the identified Party’s officers, employees, contractors, agents, and volunteers.

6.2 Liability. Except as otherwise provided under Section 6.3, there shall be no joint and several liability of the Parties either in contract or tort, and all obligations of Agency or the Parties shall be several only. Without limiting the foregoing, no Party to this Agreement shall be liable for damages, debts or claims caused solely by the negligent act, omission or other

wrongful act by Agency or other Parties hereto. The Party causing damages by its sole negligent act, omission, or wrongful act shall be individually liable.

6.3 Agency and County Indemnification. To the fullest extent permitted under applicable law, Agency and County each jointly and severally release and will defend, indemnify, and hold City and City's Representatives 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 Agency's formation and operations and/or County's breach and/or failure to perform County's representations, warranties, covenants, and/or obligations under this Agreement.

6.4 Relationship. Each Party is an independent contractor of the other Parties. This Agreement does not create a joint venture and/or agency relationship between the Parties. No Party has the authority to bind the other Party or represent to any person that a Party is an agent of the other Party. No Party will provide any benefits to any other Party; each Party will be solely responsible for obtaining the Party's own benefits, including, without limitation, insurance, medical reimbursement, and retirement plans. Notwithstanding anything contained in this Agreement to the contrary, Agency (and/or the Board) will not have the authority to bind and/or encumber a Party in any manner except as agreed in writing by the Party.

Section 7. Withdrawal. Any Party may elect to terminate its participation in this Agreement (and the Agency) (i.e., withdrawal) by providing no less than one hundred twenty (120) days' prior written notice to the Board chairperson and the governing body of the other Party. Withdrawal will be effective at 11:59 PM of the April 30 that is no less than one hundred twenty (120) days after the date of such notice.

Section 8. Dissolution. Upon dissolution of Agency, County shall remain solely liable for any Agency obligation that has been specifically incurred in accordance with the terms of this Agreement, or by other resolutions, or by separate agreement of the parties. Upon dissolution, the assets of Agency will be distributed to Crook County.

Section 9. General Provisions.

9.1 Coordination; Assignment; Binding Effect. The Parties will maintain adequate levels of communication to ensure maximum cooperation and coordination between the Parties. No Party may assign any of the Party's rights and/or obligations under this Agreement to any person without the prior written consent of all other Parties. Subject to the immediately preceding sentence, this Agreement will be binding on the Parties and their respective administrators, successors, and permitted assigns and will inure to their benefit. The Parties will execute all documents or instruments and will perform all lawful acts necessary or appropriate to carry out the intent of this Agreement. All exhibits, schedules, instruments, and other documents referenced in this Agreement are part of this Agreement.

9.2 Notices; Severability; Remedies. Any notice will be deemed given when personally delivered or delivered by facsimile or email transmission (with electronic confirmation of delivery), or will be deemed given three days following delivery of the notice by U.S. mail, certified, return receipt requested, postage prepaid, by the applicable Party to the address shown in the preamble of this Agreement (or any other address that a Party may designate by notice to the other parties), unless that day is a Saturday, Sunday, or legal holiday, in which event it will be deemed delivered on the next following business day. 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. Subject to the terms and conditions contained in this Agreement, each Party will pay all wages and benefits due the Party's personnel, including, without limitation, overtime, workers' compensation, and death benefits. If a Party breaches and/or otherwise fails to perform any of the Party's representations, warranties, covenants, and/or obligations under this Agreement, the non-defaulting Parties may, in addition to any other remedy provided to the non-defaulting Parties under this Agreement, pursue all remedies available to the non-defaulting Parties at law or in equity. All available remedies are cumulative and may be exercised singularly or concurrently.

9.3 Waiver; Entire Agreement; Amendment; Counterparts. Notwithstanding anything contained in this Agreement to the contrary, no provision of this Agreement may be modified, waived, and/or discharged unless such waiver, modification, and/or discharge is agreed to in writing by the Parties. No waiver by a 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 Parties with respect to the subject matter of this Agreement and contains all the terms and conditions of the Parties' agreement and supersedes any other oral or written negotiations, discussions, representations, and/or agreements. No addition, modification, amendment, or alteration to this Agreement will be effective against the Parties unless specifically agreed upon in writing and signed by the Parties. This Agreement may be signed in one or more counterparts.

9.4 Applicable Law; Venue; Attorney Fees. This Agreement will be construed, applied, and enforced in accordance with the laws of the State of Oregon. Any action or proceeding arising out of this Agreement will be litigated in courts located in Crook County, Oregon. Each Party consents and submits to the jurisdiction of any local, state, or federal court located in Crook County, Oregon. With respect to any dispute relating to this Agreement, or if a suit, action, arbitration, or other proceeding of any nature whatsoever is instituted to interpret or enforce the provisions of this Agreement, including, without limitation, any proceeding under the U.S. Bankruptcy Code and involving issues peculiar to federal bankruptcy law or any action, suit, arbitration, or proceeding seeking a declaration of rights or rescission, each party is responsible for its own attorney fees, paralegal fees, expert fees, and all other fees, costs, and expenses incurred in connection therewith, as determined by the judge or arbitrator at trial, arbitration, or other proceeding, or on any appeal or review, in addition to all other amounts provided by law.

9.5 Debts, Liabilities and Obligations. All debts, liabilities and obligations of any of the Parties shall be and shall remain debts, liabilities and obligations of that or those Parties and shall not become debts liabilities and obligations of the other parties or of the Agency. All debts, liabilities and obligations incurred by or on behalf of the Agency shall remain debts, liabilities and obligations of the Agency.

9.6 Person, Interpretation, Signatures. 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.

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

COUNTY:
Crook County Board of Commissioners

CITY:
City of Prineville

Seth Crawford, Judge

Steve Forrester, City Manager

Jerry Brummer, Commissioner

Brian Barney, Commissioner

**RESOLUTION NO. 1546
CITY OF PRINEVILLE, OREGON**

**A RESOLUTUON APPROVING APPROPRIATION ADJUSTMENTS TO THE BN
2021-2023 BUDGET FOR THE THIRD QUARTER OF THE SECOND FISCAL
YEAR**

Whereas, The following appropriation adjustments to the BN 2021-2023 Budget for the third quarter of the second fiscal year of the biennium are required to provide for unexpected needs or to expend certain funds not anticipated at the time the budget was adopted, and hereby authorized in accordance with ORS 294.463(2), renumbered from 294.450(2):

Transportation Fund	Increase	Decrease
Personnel Services	42,000	
Capital Outlay	170,000	
Contingency		212,000
	212,000	212,000

To provide additional dollars needed in personnel services largely due to accrued leave payouts with the retirement of a long-term employee, and in capital outlay due to significant price increases for budgeted projects unanticipated at the time of budgeting. These costs will be offset in revenue from additional gas tax collections and contingency.

Administrative Services Fund	Increase	Decrease
Administrative / Team Services	55,000	
Information Technology	400,000	
Contingency		455,000
	455,000	455,000

To provide for additional dollars in Administrative / Team Services for council approved personnel costs and to provide additional dollars for the Information Technology Department largely for 911 user equipment, price increases in software maintenance, and additional costs associated with connectivity / internet capabilities to support remote work, network operations and migration to the cloud. These increases will be offset by contingency and reimbursements from the 911 users for the equipment.

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

1. The Prineville City Council approves the total budget appropriation adjustments of \$667,000.00 as set out within this Resolution.

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

Rodney J. Beebe, Mayor

ATTEST:

Lisa Morgan, City Recorder