



Location: City Hall – Council Chambers
Date: December 18, 2018
Time: 5:00 PM

City Council Meeting Agenda

Mayor Betty Roppe, Council President Steve Uffelman, Council Members Jason Beebe, Gail Merritt, Dean Noyes, Jeff Papke, Teresa Rodriguez and City Manager Steve Forrester

Call to Order

Flag Salute

Additions to Agenda

Consent Agenda

None.

Visitors, Appearances and Requests

Council Business

None.

Staff Reports and Requests

None.

Ordinances

None.

Resolutions

1. Resolution No 1379 - Adopting a Supplemental Budget for FY 2018-2019
2. Resolution No 1380 - Approving an Agreement Between Ochoco Irrigation District and the City

Adjourn

Visitors, Appearances and Requests

Agenda items maybe added or removed as necessary after publication deadline

RESOLUTION NO. 1379

A RESOLUTION ADOPTING A SUPPLEMENTAL BUDGET AND MAKING APPROPRIATIONS FOR 2018-2019

WHEREAS, the City of Prineville is in need of a supplemental budget for the City for the year 2018-19, commencing July 1, 2018, and

WHEREAS, discussion to adopt the supplemental budget was held before the City Council on December 18th, 2018.

WHEREAS, now is the proper time to pass a resolution adopting the supplemental budget and making appropriations.

THEREFORE, the City of Prineville resolves as follows:

1. That the City of Prineville does hereby adopt the supplemental budget in the sum total of \$18,967,900.00
2. That the additional amounts for the fiscal year beginning July 1, 2018, and for the purposes shown below are hereby appropriated as follows:

Summary of Supplemental Budget 2018-19

Amounts shown to the right are revised appropriation totals in those funds being modified.

<u>Transportation Fund</u>	<u>Original Budget</u>	<u>Revised Budget</u>
Expenditures (proposed changes)		
Materials and Services	\$ 235,600	\$ 245,600
Capital Outlay	\$ 824,600	\$ 1,127,000
Contingency	\$ 336,757	\$ 423,157
Revised Total Fund Expenditures	\$ 2,050,557	\$ 2,449,357
Resources (proposed changes)		
Intergovernmental	\$ 1,008,700	\$ 1,284,500
Franchise Fees	\$ 307,000	\$ 430,000
Revised Total Fund Resources	\$ 2,050,557	\$ 2,449,357

To adjust materials and services for additional consulting needs, adjust capital outlay to include joint project with County, remainder of Beaver St. project, and an ODOT grant for the West Y intersection. An adjustment to increase contingency will be made from the unanticipated revenue coming from franchise fees, an adjustment to Intergovernmental revenue will be made to account for the reimbursement from the County for the joint capital project, and the ODOT grant. Total amount revised \$398,800

<u>Transportation SDC Fund</u>	<u>Original Budget</u>	<u>Revised Budget</u>
Expenditures (proposed changes)		
Capital Outlay	\$ 291,000	\$ 897,000
Transfers	\$ 12,500	\$ 28,000
Contingency	\$ 889,810	\$ 1,051,610
Revised Total Fund Expenditures	\$ 1,203,310	\$ 1,986,610
Resources (proposed changes)		
Intergovernmental	\$ 633,300	\$ 633,300
System Development Charges	\$ 250,000	\$ 400,000
Revised Total Fund Resources	\$ 1,203,310	\$ 1,986,610

To adjust capital outlay for the Elm Street Bridge project, and adjust transfers for administrative fees from SDC collections, adjust contingency and SDC charges revenue to include fees collected from data center expansion, and increase intergovernmental revenue to include dollars received from ODOT for the Elm Street bridge project. Total amount revised \$783,300.

<u>Water SDC Fund</u>	<u>Original Budget</u>	<u>Revised Budget</u>
Expenditures (proposed changes)		
Capital Outlay	\$ 2,033,700	\$ 5,852,000
Transfers	\$ 131,200	\$ 420,100
Contingency	\$ 159,291	\$ 2,358,391
Revised Total Fund Expenditures	\$ 2,324,191	\$ 8,630,491
Resources (proposed changes)		
Charges for Service	\$ -	\$ 526,300
System Development Charges	\$ 142,000	\$ 5,922,000
Revised Total Fund Resources	\$ 2,324,191	\$ 8,630,491

To adjust capital outlay to include the data center expansions, adjust transfers to include administrative fees, and to adjust contingency and system development charges revenue, and charges for service for the additional dollars received from those expansions. Total amount revised \$6,306,300.

<u>Waterwater SDC Fund</u>	<u>Original Budget</u>	<u>Revised Budget</u>
Expenditures (proposed changes)		
Capital Outlay	\$ 2,661,900	\$ 3,211,900
Transfers	\$ 69,400	\$ 2,466,400
Contingency	\$ 190,504	\$ 5,095,304
Revised Total Fund Expenditures	\$ 2,931,804	\$ 10,783,604
Resources (proposed changes)		
Charges for Service	\$ -	\$ 526,300
System Development Charges	\$ 212,000	\$ 7,537,500
Revised Total Fund Resources	\$ 2,931,804	\$ 10,783,604

To adjust capital outlay to include the data center expansion, and plant two areation project, adjust transfers to include administrative fees and wastewater fund reimbursement, and to adjust contingency and system development charges revenue, and charges for service for the additional dollars received from those expansions. Total amount revised \$7,851,800.

<u>Administrative Services Fund</u>	<u>Original Budget</u>	<u>Revised Budget</u>
Expenditures (proposed changes)		
Administration/Team Services	\$ 731,100	\$ 859,100
Financial Services	\$ 853,400	\$ 1,289,400
Information Technology	\$ 638,900	\$ 726,900
Contingency	\$ 346,855	\$ 206,255
Revised Total Fund Expenditures	\$ 2,658,455	\$ 3,169,855
Resources (proposed changes)		
Charges for Services	\$ 2,153,600	\$ 2,665,000
Revised Total Fund Resources	\$ 2,658,455	\$ 3,169,855

To adjust expenditures in Admin/Team Services to include a Bio Mass Feasibility Study, temporary part time records management position, an increase in attorney fees for unanticipated costs associated with the transition of our new attorney, to adjust Financial services transfers to include additional dollars to PERS fund for a lump sum deposit to PERS and associated fees, include additional dollars for audit expense, and fund additional dollars for accrued liabilities in personnel services. Adjust Information Technology to include the acquisition of a time management software and the 911 user technology at the Crook County Jail. Revenues will increase due to the administration fee collected from the system development fees, reimbursement from the County, and the reimbursement for a portion of the Bio Mass Feasibility Study. Other dollars needed will reduce contingency. Total amount revised \$511,400.

<u>Building Facilities Fund</u>	<u>Original Budget</u>	<u>Revised Budget</u>
Expenditures (proposed changes)		
Police Facility	\$ 1,872,900	\$ 4,408,900
Barnes Butte Property	\$ 231,300	\$ 271,300
Contingency	\$ 206,758	\$ 347,058
Revised Total Fund Expenditures	\$ 2,677,258	\$ 5,393,558
Resources (proposed changes)		
Intergovernmental	\$ 1,250,000	\$ 40,000
Transfers	\$ 504,000	\$ 930,300
Debt Proceeds	\$ 500,000	\$ 4,000,000
Revised Total Fund Resources	\$ 2,677,258	\$ 5,393,558

To adjust expenditures in the Police Facility for the acquisition and or improvements to a Public Safety Building, to budget for the debt service payment, and the debt service reserve, this will increase the contingency for this year. To include in Barnes Butte Property the expenditure of the State Parks Grant. Revenues will increase to recognize the debt proceeds, additional dollars from Police to cover debt service payments, the State Parks Grant, and a decrease in the Intergovernmental revenue for the return of the seismic grant.

<u>PERS/POB Fund</u>	<u>Original Budget</u>	<u>Revised Budget</u>
Expenditures (proposed changes)		
Personnel Services	\$ 300,000	\$ 800,000
Contingency	\$ 898,403	\$ 798,403
Revised Total Fund Expenditures	\$ 1,476,603	\$ 1,876,603
Resources (proposed changes)		
Transfers	\$ -	\$ 400,000
Revised Total Fund Resources	\$ 1,476,603	\$ 1,876,603

To adjust expenditures in the PERS/POB fund for a lump sum payment to PERS, reduce contingency by \$100,000, and increase transfer revenue by \$400,000. Total revised budget \$400,000.

TOTAL SUPPLEMENTAL BUDGET	\$	18,967,900

Adopted by the City Council this 18th day of December, 2018

Betty Roppe, Mayor

ATTEST:

Lisa Morgan, City Recorder

3-Resolution No. 1379

**RESOLUTION NO. 1380
CITY OF PRINEVILLE, OREGON**

**A RESOLUTION APPROVING A COOPERATIVE SERVICE AGREEMENT WITH
OCHOCO IRRIGATION DISTRICT**

Whereas, the City of Prineville (“City”) and Ochoco Irrigation District “OID”) each are owners of certain vehicles and equipment such as, but not limited to, dump trucks, excavators, hydro-jetters, automobiles, and graders, hereinafter collectively referred to as “equipment” that City and OID are desirous of exchanging on a temporary basis for the other’s use; and

Whereas, City and OID wish to have an agreement that delineates the responsibilities and liabilities of each party in relation to their use of the equipment; and

Whereas, City staff and OID staff have negotiated an Agreement regarding the equipment; and

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

NOW, THEREFORE, the City of Prineville resolves that the Agreement between the City and OID attached hereto is approved and the Mayor is authorized and directed to sign the agreement.

Approved by the City Council this ____ day of December, 2018.

Betty J. Roppe, Mayor

ATTEST:

Lisa Morgan, City Recorder

COOPERATIVE SERVICE AGREEMENT

PARTIES:

City of Prineville

387 NE Third Street
Prineville, OR 97754

("City")

Ochoco Irrigation District

1001 NW Deer Street
Prineville, OR 97754

("OID")

This Cooperative Service Agreement ("Agreement") is entered into as the date set out below (the "Effective Date") between the City of Prineville, a municipal corporation of the State of Oregon ("City") and Ochoco Irrigation District, a public irrigation district pursuant to the laws of the State of Oregon ("OID"); each of City and OID are "Party" and together the "Parties."

RECITALS

- A. City and OID are desirous of cooperating to provide each other with vehicles and equipment for the other's use.
- B. The parties wish to memorialize their agreement and delineate responsibilities of each party in relation to the services provided.

AGREEMENT

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

- 1. Term.** This Agreement shall commence on January 1, 2019, shall terminate on December 31, 2019, and shall automatically renew for annual one-year periods beginning on January 1 and terminating on the next subsequent December 31, unless otherwise terminated by either party upon the giving of 30 days written notice to the other party.
- 2. Termination.** This Agreement may be terminated by either party upon written notice to the other party of its intention to terminate thirty (30) days prior to the effective date of termination.
- 3. Services.** Each party agrees to provide the other, upon reasonable notice as defined heretofore, certain vehicles and equipment which shall include but not be limited to the following: dump trucks, excavators, hyrdo-jetters, automobiles, and graders, hereinafter collectively referred to as "Equipment."

- 4. Notice.** Each party shall provide the other with at least 14-day written notice of its intention to utilize the other's equipment. Each party shall have the right to deny the other the use of its equipment; however, such denial shall not be unreasonable.
- 5. Insurance.** Each party shall maintain insurance or self-insurance sufficiently adequate to protect such party from any liability arising from or relating to such party's obligation under this agreement.
- 6. Responsibility for Damage or Loss/Indemnification.** City is not responsible for any damages or loss not related to City's acts or omissions while a City vehicle or equipment is in the custody or control of OID. OID is not responsible for any damages or loss not related to OID's acts or omissions while a OID vehicle or equipment is in the custody or control of City. Each party agrees to indemnify, defend, and hold harmless the other from all claims, lawsuits, and actions of whatever nature brought against it which arise as a result of a party having custody or control equipment of the other. This provision is subject to the limitation, if applicable, set forth in Article XI, Section 10 of the Oregon Constitution and in the Oregon Tort Claims Act, ORS 30.260 to 30.300.
- 7. Warranties.** Each party expressly disclaims all warranties related to the services provided under this Agreement, whether express or implied, including the implied warranties of merchantability and fitness for a particular purpose.
- 8. Employment Status.** It is mutually understood and agreed by and between the parties hereto that neither this Agreement nor any services performed hereunder shall constitute any change in the employment status of any employees of the parties to this Agreement. It is additionally understood and agreed that neither party shall have the right to control or direct the activities of any employee of the other during the performance of any services under this Agreement. Each of the parties shall, at its own expense, keep in full force and effect during the terms of this Agreement, statutory workers' compensation insurance or adequate self-insurance funds to provide coverage for its own personnel.
- 9. Amendment.** This Agreement shall not be amended except by a writing signed by both parties.
- 10. Entire Agreement.** This Agreement shall constitute the entire agreement of the parties regarding the subject matter hereof and shall supersede all prior or contemporaneous agreements, proposals, negotiations, understandings, representations and all other communications, both oral and written, between the parties, including any additional or different terms or conditions as may be set out in any order form or other document submitted by one party to the other.
- 11. Officials Not to Benefit.** No elected official or employee of City or OID shall be personally paid or personally receive directly or indirectly any share or part of this Agreement or any benefit that might arise therefrom.

12. Venue and Governing Law. Venue for any and all legal actions regarding the transactions covered herein shall lie in the Circuit Court in and for the County of Crook, State of Oregon, and this Agreement shall be governed by the laws of the State of Oregon.

13. Notices. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage prepaid, or by email if the recipient provides confirmation, addressed to the party to whom such notice is to be given at the address set forth below, or at such other address as has been previously furnished in writing to the other party.

City: Eric Klann, City Engineer
City of Prineville
387 NE Third Street
Prineville, OR 97754
eklann@cityofprineville.com

OID: Russell Rhoden
Ochoco Irrigation District
1001 NW Deer Street
Prineville, OR 97754
ochocoid@crestviewcable.com

14. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party, which consent may be withheld in the other party's sole and absolute discretion.

15. No Third-Party Beneficiaries. Except as otherwise stated herein, this Agreement is intended to describe the rights and responsibilities of and between the parties and is not intended to, and shall not be deemed to, confer rights upon any persons or entities not named as parties, limit in any way governmental immunity and other limited liability statutes for the protection of the parties, nor limit the powers and responsibilities of any other entity not a party hereto. Nothing contained herein shall be deemed to create a partnership or joint venture between the parties with respect to the subject matter hereof.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

CITY OF PRINEVILLE
By: Betty Roppe, Mayor

Date

OCHOCO IRRIGATION DISTRICT
By: Russell Rhoden, Manager

Date