

**RESOLUTION NO. 1464
CITY OF PRINEVILLE, OREGON**

**A RESOLUTION AMENDING AN AGREEMENT WITH CROOK COUNTY PARKS &
RECREATION DISTRICT AND CROOK COUNTY**

Whereas, the City of Prineville (“City”), Crook County Parks & Recreation District (“District”), and Crook County (“County”) entered into an Agreement (“Agreement”) effective September 6, 2017.

Whereas, the original term of the Agreement expired on September 6, 2020.

Whereas, The City had not completed the drilling and testing operations on the test wells and did not give notice to County and District prior to September 6, 2020 of the test wells that City intended to use as permanent municipal wells.

Whereas, an Amendment to the Agreement has been prepared to memorialize the agreement between the City, District, and County, and a copy of that document is attached to this Resolution; and

Whereas, City staff recommends that the attached Amendment to the Agreement be approved by City Council.

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


1. The attached First Amendment to Agreement is approved.
2. The Mayor and City Manager are authorized and instructed to execute on behalf of the City the First Amendment to Agreement

Approved by the City Council this 8th day of December, 2020.



Stephen P. Uffelman, Mayor

ATTEST:



Lisa Morgan, City Recorder

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT (“Amendment”) is made this ___ day of _____, 2020, by and between **Crook County Parks and Recreation District**, an Oregon public recreational district, located at 296 South Main Street, Prineville, Oregon (“District”), **Crook County**, a political subdivision of the State of Oregon, located at 203 NE Court Street, Prineville, Oregon 97754, (“County”), and **City of Prineville**, an Oregon municipal corporation, located at 387 NE Third Street, Prineville, Oregon 97754 (“City”). The City, County, and District shall collectively be referred to as the “Parties” and individually as a “Party.”

RECITALS

- A. The Parties entered into an Agreement on or about September 6, 2017 (“Agreement”), a copy of which is attached as Exhibit A and incorporated herein.
- B. The original term of the contract expired on September 6, 2020.
- C. The City had not completed the drilling and testing operations on the test wells and did not give notice to County and District prior to September 6, 2020, of the test wells that City intended to use as permanent municipal wells.
- D. The City is still drilling and testing operations on test wells and requires an extension of the Agreements, *nunc pro tunc*.
- E. District owns Property described as Tax Lot 201 of Tax Map 15-16-08. Per the mutual consent of District and City, City drilled test wells on Tax Lot 201 to determine if the test wells had the potential to serve as municipal wells. Both City and District consented that Tax Lot 201 was part of the Agreement.
- F. The City has drilled and tested certain Wells that it wishes to be considered permanent municipal wells. A diagram of all the wells is attached as Exhibit B and incorporated herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. **Original Agreement.** Except as otherwise amended herein, the terms of the original Agreement shall remain in full force and effect.
2. City shall have until December 31, 2021, to complete the drilling and testing operations on the test wells and to determine if City will develop the test wells on any of them into permanent municipal wells.


3. City shall give notice to County and District on or before December 31, 2021, which test wells, if any, the City intends to use as permanent municipal wells.

4. The Parties agreed that the District-owned parcel designated as Lot 201 of Map 15-16-08 is included within the Property as that term is defined in the Agreement, except that County will have no rights or obligations thereunto, and City and District release, hold harmless, and indemnify County from any and all claims demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in law or equity, that may arise related thereby.

5. **Execution in Counterparts.** This Amendment may be executed in one or more counterparts, including electronically transmitted counterparts, which when taken together shall constitute one in the same instrument.

[Signature Page to Follow]

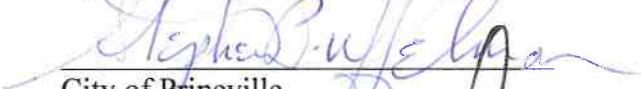
IN WITNESS WHEREOF, the Parties being fully apprised agree to be bound by the terms of this Amendment.



City of Prineville
By: Steve Forrester, City Manager

12/9/20


Date



City of Prineville
By: Stephen P. Uffelman, Mayor

12/08/2020

Date



Crook County Court
By: Seth Crawford, County Judge

12-2-20

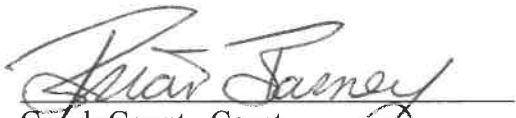
Date



Crook County Court
By: Jerry Brummer, County Commissioner

12-2-20

Date



Crook County Court
By: Brian Barney, County Commissioner

12-2-20

Date

Crook County Parks and Recreation District
By: Jeremy Logan, Board Chair

Date

Crook County Parks and Recreation District
By: Darlene Henderson, Vice Chair

Date

Crook County Parks and Recreation District
By: Carol Benkosky, Board Secretary

Date

AGREEMENT

THIS AGREEMENT ("Agreement") is made this 4th day of ^{September} ~~August~~, 2017, by and between **Crook County Parks & Recreation District**, of 296 South Main Street, Prineville, Oregon (hereafter "District"), Crook County, a political subdivision of the State of Oregon (hereinafter "County"), and the **City of Prineville**, an Oregon municipal corporation, of 387 NE Third Street, Prineville, Oregon (hereafter "City"). The City, County, and District shall collectively be referred to as the "Parties" and individually as a "Party."

RECITALS:

- A. County owns real property in Crook County, Oregon, described as Tax Lot 203 of Tax Map 1516-08 (the "Property").
- B. On September 4, 2013, County and District entered into a Lease Agreement whereby District leased the Property from County for a term of forty (40) years (until August 31, 2053) for the purpose of constructing and maintaining recreational facilities, including but not limited to a baseball and/or soccer field, and other associated facilities, upon the Property.
- C. City desires to drill one or more test wells on portions of the Property to determine if the test wells have the potential to serve as municipal wells and wishes to gain access to the Property in order to facilitate the same.
- D. County and District are willing to allow access to City to drill test wells on the Property and, if the City desires, to grant the City a permanent easement so the City can develop municipal wells.
- E. The Parties desire to memorialize their agreement.

IN CONSIDERATION of the following covenants and other good and valuable consideration receipt of which is hereby acknowledged, the Parties agree as follows:

1. The above recitals are hereby incorporated by reference.
2. County and District grant to City, including its employees, agents, invitees, and contractors, access to the Property for the purpose of drilling test wells, pump testing the wells for water quantity, and testing the water produced from the wells for quality. District shall approve all proposed well locations prior to drilling.

3. City shall have three (3) years after the date of this Agreement to complete the drilling and testing operations on the test wells and to determine if City will develop the test wells or any of them into permanent municipal wells.

4. Any test well that City determines will not be used as a municipal well, at District's option will be transferred to the County and District or will be abandoned in accordance with Oregon state rules and regulations and disturbances to the Property caused by the City and/or its employees, agents, invitees, and contractors shall be returned to essentially its original condition at City's expense.

5. If City desires to use the test wells or any of them as permanent municipal wells, the following shall apply:

a. City shall give notice to County and District within three (3) years after the date of this Agreement which test wells if any, the City intends to use as permanent municipal wells.

b. The City shall have a survey prepared for the site of each test well the City intends to use as a permanent municipal well, the location of water lines transporting water from the wells to City's water system, electric lines used to operate the well pumps, and pump houses. Pump houses shall be in areas reasonably acceptable to District.

c. County and District shall execute an easement prepared by City at City's expense granting the City a permanent easement for well or wells, water lines, pump house, electric lines and other accessories.

d. As partial consideration for the access and use of the Property, the City shall indemnify, hold harmless and forever discharge County and District, their elected officials, officers, board of directors, employees, agents, successors, and assigns of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in law or equity the County and District ever had or may have, arising from or in any way related to the City, its employees, agents, invitees, and contractors activity of drilling test wells, accessing and/or entering upon the Property for the purpose of drilling and/or operating the test wells.

e. As partial consideration for the access to, use of, and potential easement on the Property, City agrees to extend to the Property the City sewer line within five years (5) from the date of this Agreement. City will be responsible for the placement of such City sewer line to the Property and City will waive sewer SDC and sewer connections fees for the Property. District shall be responsible for the costs of on-site sewer collection lines on the

Property up to the connection to City's sewer line. City will be responsible for installation of the sewer lines on the Property.

f. City is responsible for any damage to County's or District's infrastructure caused by City, or City's employees, invitees and contractors related to the activities of City pursuant to this Agreement.

g. All areas of the Property excavated pursuant to the terms of this Agreement shall be returned to essentially their original condition at City's expense.

6. This Agreement constitutes the complete and final agreement between the Parties with respect to the matters covered by this Agreement, and replaces any prior oral or written agreements.

7. This Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, personal representatives, successors, and assigns.

8. All notices and other communications under this Agreement must be in writing and shall be deemed to have been given if delivered personally, sent by facsimile (with confirmation), mailed by certified mail, or delivered by an overnight delivery service (with confirmation) to the parties at the addresses described in the first paragraph of this Agreement (or at such other address as a party may designate by like notice to the other party).

Any notice or other communication shall be deemed to be given (a) on the date of personal delivery, (b) at the expiration of the second day after the date of deposit in the United States mail, or (c) on the date of confirmed delivery by overnight delivery service.

9. Any provision or condition of this Agreement may be waived at any time, in writing, by the party entitled to the benefit of such provision or condition. Waiver of any breach of any provision shall not be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

10. If any provision of this Agreement shall be invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Agreement shall not be in any way impaired.

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

Crook County Parks & Recreation District City of Prineville

By: Jeremy D. Logan
Jeremy Logan, Board Chairperson
Date: August 11, 2017

[Signature]
Steve Forrester, City Manager
Date: _____

Betty J. Roppe
Betty J. Roppe, Mayor
Date: 8-14-17

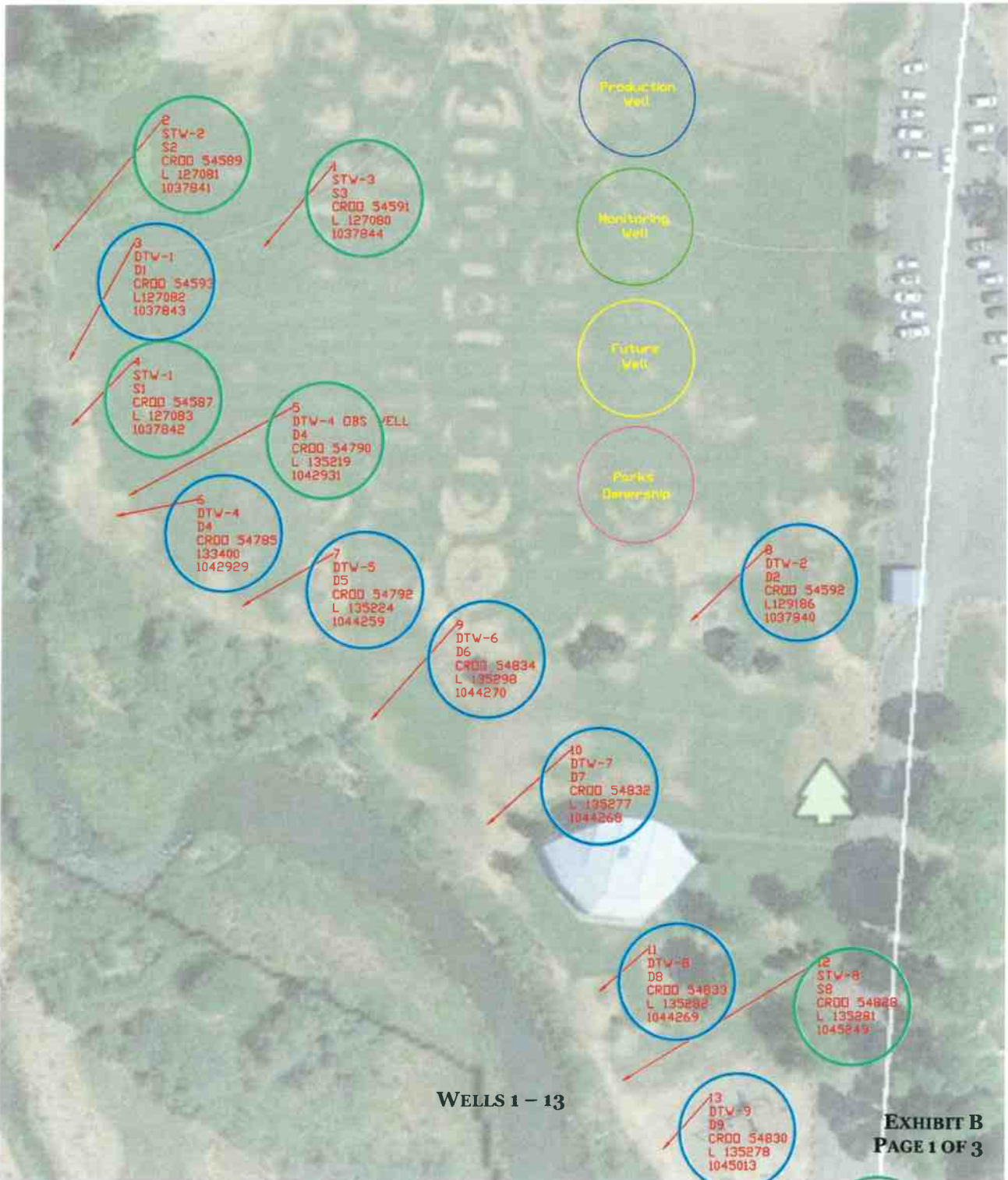
By: Darlene W. Henderson
Darlene Henderson, Board Vice-Chairperson
Date: August 11, 2017 Member

Crook County Court
Seth Crawford
Seth Crawford, County Judge
Date: 9-6-17

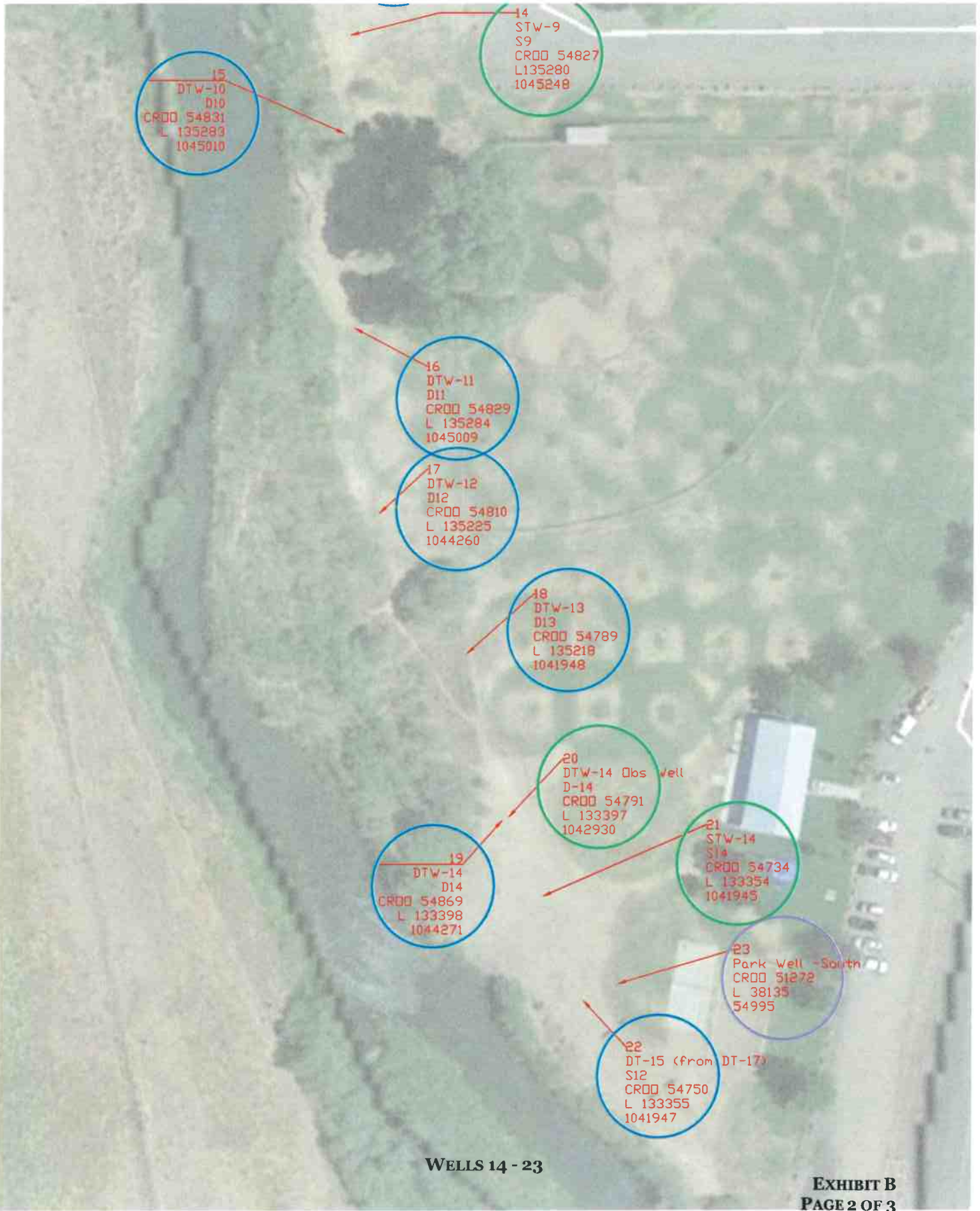
By: [Signature]
Casey Kasier, Board Member
Date: August 11, 2017

Jerry M. Brummer
Jerry Brummer, County Commissioner
Date: 9-6-17

Brian Barney
Brian Barney, County Commissioner
Date: 9-6-17



WELLS 1 - 13



15
DTW-10
D10
CROD 54831
L 135280
1045010

14
STW-9
S9
CROD 54827
L135280
1045248

16
DTW-11
D11
CROD 54829
L 135284
1045009

17
DTW-12
D12
CROD 54810
L 135225
1044260

18
DTW-13
D13
CROD 54789
L 135218
1041948

20
DTW-14 Obs well
D-14
CROD 54791
L 133397
1042930

19
DTW-14
D14
CROD 54869
L 133398
1044271

21
STW-14
S14
CROD 54734
L 133354
1041945

23
Park Well - South
CROD 51272
L 38135
54995

22
DT-15 (from DT-17)
S12
CROD 54750
L 133355
1041947

