

**RESOLUTION NO. 1324
CITY OF PRINEVILLE, OREGON**

**A RESOLUTION APPROVING A CINDER SALE AGREEMENT BETWEEN THE CITY
OF PRINEVILLE AND CROOK COUNTY**

WHEREAS, The City of Prineville (“City”) keeps a supply of cinders and places them on snow covered City streets to aid vehicle traction and stopping ability; and

WHEREAS, This past winter, the City used its supply of cinders, had to purchase additional cinders and currently has a need to stockpile cinders for City’s future use; and

WHEREAS, Crook County (“County”) is having cinders crushed at the State of Oregon/Crook County cinder mine near the Prineville-Crook County Airport; and

WHEREAS, County staff and City staff members have negotiated an agreement that allows the City to purchase cinders from the County for the cost of crushing the cinders; and

WHEREAS, the Cinder Sale Agreement attached as Exhibit A to this resolution has been drafted to document the terms of the proposed City purchase of cinders from the County; and

WHEREAS, City staff believes that it is in the best interest of the City to approve and execute the Cinder Sale Agreement;

NOW, THEREFORE, the City of Prineville resolves that the attached Cinder Sale Agreement between the City and the County is hereby approved and the mayor and city manager are authorized to sign the Cinder Sale Agreement on behalf of the City of Prineville.

Approved by the City Council this _____ day of June, 2017.

Betty J. Roppe, Mayor

ATTEST:

Lisa Morgan, City Recorder

CINDER SALE AGREEMENT

This Cinder Sale Agreement ("Agreement") is made effective June _____, 2017, between **Crook County**, a political subdivision of the State of Oregon ("County") and the **City of Prineville**, an Oregon municipal corporation ("City"), collectively the "Parties" and individually a "Party."

RECITALS:

- A. Crook County is in the process of crushing cinders at the Oregon State/Crook County Cinder mine near the Prineville-Crook County Airport ("Mine").
- B. The City desires to purchase cinders from the County and County desires to sell cinders to the City.
- C. The Parties have agreed on the terms of the sale and purchase of the cinders and desire to memorialize their agreement.

IN CONSIDERATION of the following covenants and payment from the City to the County for the cinders to be purchased by the City, the Parties agree as follows:

- 1. The City agrees to purchase 5,000 tons of crushed cinders from the County.
- 2. The County will crush cinders and set aside in a separate pile at the Mine the 5,000 tons of crushed cinders being purchased by the City ("Cinders"). The City is authorized to access the Cinders at any time it desires. The City shall use loaders, City trucks and City employees to remove the Cinders from the Mine and haul the Cinders to locations desired by City.
- 3. The price for the Cinders is \$10.95 per ton. The City will deliver to County with this Agreement \$20,000.00 as a down payment for the Cinders. A final bill in the amount of 34,750.00 shall be delivered to City by County upon conclusion of the crushing and piling of the Cinders. City shall pay the final bill within 30 days of receipt.
- 4. The County warrants it has good title to the Cinders free and clear of any claims or security interest in the Cinders.
- 5. Each party is responsible for and agrees to hold each other harmless for all liability, losses, damages, costs, or expenses which arise out of the negligent act or omission of that party while acting in the course of their involvement with this Agreement.
- 6. 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.

Cinder Sale Agreement

Carl M. Dutli

545 NE Seventh Street • Prineville, OR 97754 • Phone: 541-447-3910 • Fax: 541-447-7827

(33)

Facsimiles and electronic transmittals of the signed document shall be binding as though they were an original of such signed document.

City of Prineville

By: _____
Betty J. Roppe, Mayor

Date: _____

By: _____
Steve Forrester, City Manager

Date: _____

Crook County

By: _____
Seth Crawford, County Judge

Date: _____

By: _____
Jerry Brummer, County Commissioner

Date: _____

By: _____
Brian Barney, County Commissioner

Date: _____