



CITY OF LA PINE CITY COUNCIL MEETING REGULAR SESSION AGENDA

Wednesday, October 23, 2019

5:30 PM Regular Session

La Pine City Hall

16345 Sixth Street, La Pine, Oregon 97739

1. Call to Order
2. Establish Quorum
3. Pledge of Allegiance
4. Added Agenda Items

Any matters added to the Agenda at this time will be discussed during the “Other Matters” portion of this Agenda or such time selected by the City Council
5. Public Comments

3 minutes per person; when asked to the podium, please state your name and whether you live within La Pine city limits.
6. Consent Agenda

Information concerning the matters listed within the Consent Agenda has been distributed to each member of the City Council for reading and study, is considered to be routine, and will be enacted or approved by one motion of the City Council without separate discussion. If separate discussion is desired concerning a particular matter listed within the Consent Agenda, that matter may be removed from the Consent Agenda and placed on the regular agenda by request of any member of the City Council.

 - a. Minutes
 - i. Regular Session Minutes 9.25.19
 - ii. Work Session Minutes 10.09.19
 - iii. Joint Meeting with BOCC Minutes 10.9.19
 - iv. Public Works Committee Meeting August 13, 2019 (informational)
 - b. Council and Staff Reimbursements
7. Community Funding Request – La Pine Christmas Basket Association, Wes Elliott Representing – Action Item

8. Public Hearing Regarding CDBG Grant Closeout – Public Comment Only
 - i. Staff Report
 - ii. Public Comments
 - iii. Close Public Hearing
9. Public Hearing Regarding Ordinance 2019-08: An Ordinance of La Pine Imposing Rules and Regulations Governing the Operation of Transient Merchants; Prohibiting Unlawful Transfers; and Imposing Penalties – Action Item
 - a. Open Public Hearing
 - i. Staff Report
 - ii. Public Comments
 - iii. Close Public Hearing
 - iv. Deliberations
10. Industrial Land IGA with Deschutes County – Action Item
11. Approval of La Pine /State of Oregon Agreement No. 33766 – Action Item
12. La Pine Chamber of Commerce Visitors Center Funding – Action Item
13. Other Matters

Only items that were previously added above in the Added Agenda will be discussed
14. Public Comments

3 minutes per person; when asked to the podium, please state your name and whether you live within La Pine city limits.
15. Staff Comments
16. Mayor and Council Comments
17. Adjourn Meeting

Pursuant to ORS 192.640, this notice includes a list of the principal subjects anticipated to be considered or discussed at the above-referenced meeting. This notice does not limit the ability of the City Council to consider or discuss additional subjects. This meeting is subject to cancellation without notice. The regular meeting is open to the public and interested citizens are invited to attend. Council may not take formal actions in Work Sessions. The public will not be permitted to attend the executive session; provided, however, representatives of the news media and designated staff will be allowed to attend the executive session. Representatives of the news media are specifically directed not to report on any of the deliberations during the executive session, except to state the general subject of the executive session as previously announced. No decision will be made in the executive session. The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting to City Hall at (541-536-1432). For deaf, hearing impaired, or speech disabled dial 541-536-1432 for TTY.



CITY OF LA PINE CITY COUNCIL MEETING MINUTES

Wednesday, September 25, 2019

5:30 PM Regular Session

La Pine City Hall

16345 Sixth Street, La Pine, Oregon 97739

1. Call to Order

Called to order by Council President Donald Greiner at 5:30 p.m.

2. Establish Quorum

Members Present: Council President Don Greiner, Councilor Connie Briese, Councilor Michael Harper, Councilor Mike Shields.

Absent by Prior Arrangement: Mayor Daniel Richer

Absent Without Prior Arrangement: Student Councilor Max Miller.

Staff Present: City Manager Melissa Bethel, Public Works Director Jake Obrist, Accounting Clerk Tracy Read

3. Pledge of Allegiance

Led by Jake Obrist

4. Added Agenda Items

None

5. Public Comments

Bruce Schwandt, non-resident. Spoke regarding the redevelopment plan. Schwandt expressed concerns regarding lack of proper research and planning for future growth resulting in urban blight and creating an inner-city slum. He feels a lack of planning combined with the free health care, food, shelter, and education, all within 1000 feet of each other with no coordinated effort or regulation, helps to create a pipeline for drugs, prostitution, vagrants and illegal immigrants to infiltrate the area. He further stated this toxic meltdown will take place along the Hwy 97 corridor. Schwandt also expressed concern that we cannot identify who is a bona-fide resident of La Pine. He stated that proceeding with planned growth without durable ordinances and pre-development items is reckless and a disservice to the community. Schwandt requested the opportunity within 60 days to deliver a full and detailed presentation with specific, concrete plans for

moving forward constructively and prudently. Council President Greiner asked the citizen how long he has lived in La Pine, Mr. Schwandt stated since April 4, 2019.

Jody Berrram, non-resident. Jody is the Program Director for Project Wildfire of Deschutes County. She is here tonight to provide information on the La Pine community Wildfire Protection Plan update. She will begin working with staff in beginning October. Jake Obrist will be attending meetings on behalf of the City.

Dean Richardson, non-resident. Board member for the Upper Deschutes River Community. His community recently completed their wildfire protection plan. He talked about creating defensible space. He offered to sit in on La Pine's meetings to assist with the program, and stated the UDRC would like to help in any way they can.

6. Consent Agenda

Information concerning the matters listed within the Consent Agenda has been distributed to each member of the City Council for reading and study, is considered to be routine, and will be enacted or approved by one motion of the City Council without separate discussion. If separate discussion is desired concerning a particular matter listed within the Consent Agenda, that matter may be removed from the Consent Agenda and placed on the regular agenda by request of any member of the City Council.

a. Minutes

i. Minutes 8.28.19

ii. Minutes 9.11.19

b. Council and Staff Reimbursements

c. Community Funding Request

i. LPHS 2020 Sober Grad Night

1. Kelly Notary, a member of the Sober Grad Night Committee, spoke in support of the request.

Motion to approve the Consent Agenda by Briese, seconded by Harper. No objections; unanimously approved.

7. Ordinance 2019-08: An Ordinance of La Pine Imposing Rules and Regulations Governing the Operation of Transient Merchants; Prohibiting Unlawful Transfers; and Imposing Penalties – Discussion

a. Staff Report

i. Bethel reviewed the Staff Report and recent transient merchant activity. She requested council direction.

Briese asked how this would be enforced, Bethel responded she addresses it with the merchants when possible, additionally, we have good support from the sheriff's office as well as code enforcement if a merchant is set up for more than 10 hours. Some activities would be exempt such as business sidewalk sales and lemonade stand type events.

Greiner requested staff move forward with a final proposed ordinance to be presented for approval in the near future.

8. New Equipment Purchase for Public Works – Action Item

Obrist reviewed the Staff Report regarding the purchase and presented the informational video. Allotted budget funds were reviewed. Maintenance requirements were reviewed. Motion by Harper to purchase the Bobcat 5600 Toolcat for \$67,341.67 from the respective Public Works funds. Second by Shields.

Roll Call Vote:

Briese: Aye

Shields: Aye

Harper: Aye

Greiner: Aye

No objections, unanimously approved.

9. Public Comments

Bruce Schwandt: Provided comment on the proposed Ordinance.

What if there is no vehicle and someone is selling items from a backpack.

Section 5.1: No response time noted.

Sections 6.1 and 6.2: No regulation on how many can be in one place at one time.

9.1 Exceptions: He could drive into a parking spot and sell items from his trunk.

Discussed his opinion regarding the importance durable ordinances. Many ordinances are currently being struck down in the courts.

10. Staff Comments

Read: None.

Obrist: Updated council on the south county gardening group's work in the swale at First Street and Hwy 97.

Bethel: Updated council on BLM land near the Best Western, trash being dumped and picnic tables in disrepair. Public Works staff has cleaned up the area. City will look at providing better tables next fiscal year. Met with League of Women Voters regarding affordable housing, the group is very excited about the City's affordable housing projects. She asked council for input on participation in Trunk or Treat. There is a joint meeting with the Board of County Commissioners scheduled for October 9. An amendment to the sewer loan will be on the agenda for approval. The only change in the amendment is the reduction in interest back to the time of the County refinance. The total of the loan will be reduced approximately \$100,000.00. Making the total payoff approximately within 30,000.00 of what the County owes.

There was a request for an update from the Deschutes County Sheriffs' Office at that meeting or an upcoming council meeting. LOC dinner is Thursday at 7 p.m. She and Scott Orman attended a COAR meeting today, they provided the group with an update on La Pine projects which was very well received.

11. Mayor and Council Comments

Briese: Attended COIC planning meeting. Work on rebranding has resumed. Supports Trunk or Treat.

Shields: Supports Trunk or Treat.

Harper: Missed LOC Small Cities meeting last week. Commended the gardening group's work. Supports Trunk or Treat.

Greiner: Spoke about the general council meeting process; also briefed the audience on how street maintenance is funded. Supports Trunk or Treat. Reviewed the BNSF Railway water and sewer expense, which will be paid from available grant funds.

12. Adjourn Meeting

Adjourned at 6:37 p.m.

Attest

Tracy Read

Pursuant to ORS 192.640, this notice includes a list of the principal subjects anticipated to be considered or discussed at the above-referenced meeting. This notice does not limit the ability of the City Council to consider or discuss additional subjects. This meeting is subject to cancellation without notice. The regular meeting is open to the public and interested citizens are invited to attend. Council may not take formal actions in Work Sessions. The public will not be permitted to attend the executive session; provided, however, representatives of the news media and designated staff will be allowed to attend the executive session. Representatives of the news media are specifically directed not to report on any of the deliberations during the executive session, except to state the general subject of the executive session as previously announced. No decision will be made in the executive session. The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting to City Hall at (541-536-1432). For deaf, hearing impaired, or speech disabled dial 541-536-1432 for TTY.



CITY OF LA PINE CITY COUNCIL MEETING MINUTES

Wednesday, October 9, 2019

5:30 PM Regular Session

La Pine City Hall

16345 Sixth Street, La Pine, Oregon 97739

1. Call to Order

Called to order by Mayor Richer at 5:06 p.m.

2. Establish Quorum

Members Present: Mayor Daniel Richer, Council President Don Greiner (arrived at 5:09 p.m.), Councilor Connie Briese, Councilor Michael Harper, Councilor Mike Shields.

Absent by Prior Arrangement: Student Councilor Max Miller

Staff Present: City Manager Melissa Bethel, Public Works Director Jake Obrist, Accounting Clerk Tracy Read

3. Pledge of Allegiance

Led by Jake Obrist

4. Added Agenda Items

None

5. Snow Plow Contract – Discussion

Obrist reviewed the staff report and the proposal to split the town into two sections/contracts. There will be minor changes to priority routes and adding new streets (Councilor Greiner arrived). Obrist clarified that keeping driveways cleared of berms is not part of the contract. Initial contracts will be for one year with a renewal option. Council agreed that staff should move forward with an RFP.

6. Staff Comments

Bethel: No second meeting in November or December due to the holidays. We will have a booth at the fall festival at La Pine Elementary School.

7. Mayor and Council Comments

Harper: Met with Congressman Walden at lunch today at the Senior Center.

Briese: Attended COIC and LOC, very good conference. She will be out of town for the next meeting.

Greiner: Attended LOC, it was a very good meeting. Apologized for being late.

Richer: Likes the proposed snow plow contract, glad to be back.

8. Adjourn Meeting

Adjourned at 5:24 p.m.

Pursuant to ORS 192.640, this notice includes a list of the principal subjects anticipated to be considered or discussed at the above-referenced meeting. This notice does not limit the ability of the City Council to consider or discuss additional subjects. This meeting is subject to cancellation without notice. The regular meeting is open to the public and interested citizens are invited to attend. Council may not take formal actions in Work Sessions. The public will not be permitted to attend the executive session; provided, however, representatives of the news media and designated staff will be allowed to attend the executive session. Representatives of the news media are specifically directed not to report on any of the deliberations during the executive session, except to state the general subject of the executive session as previously announced. No decision will be made in the executive session. The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting to City Hall at (541-536-1432). For deaf, hearing impaired, or speech disabled dial 541-536-1432 for TTY.

DRAFT



City of La Pine & Board of County Commissioners

Joint Meeting Minutes

Wednesday, October 9, 2019

5:30 p.m.

La Pine City Hall

16345 Sixth Street, La Pine, Oregon 97739

1. Call to Order

Called to order by Mayor Richer at 5:37 p.m.

2. Establish Quorum

City Staff Present: Mayor Daniel Richer, Council President Don Greiner, Councilor Connie Brieser, Councilor Michael Harper, Councilor Mike Shields.

Deschutes County Commissioners Present: Commissioner Patti Adair, Commissioner Tony DeBone, Commissioner Phil Henderson, County Administrator Tom Anderson

Absent by Prior Arrangement: Student Councilor Max Miller

Staff Present: City Manager Melissa Bethel, EDCO Sunriver/La Pine Director Scott Orman, Public Works Director Jake Obrist, Accounting Clerk Tracy Read

3. Pledge of Allegiance

4. Added Agenda Items

None.

5. Deschutes County Sewer Loan IGA

Nick Lelack, Deschutes County Community Development Director, reviewed the original loan agreement. The Deschutes County BOCC recently approved lowering the City's interest rate to 2.86% retroactive to July 1, 2012. The TDC program has been discontinued and reduced SDC fees will no longer be available.

6. Law Enforcement Update

Paul Garrison, Patrol Division Captain for DCSO, stated that current year to date is trending toward a call increase of about 25%. Lieutenant Joe DeLuca pointed out that contributing to this increase is a zero-tolerance policy adopted by the schools, including vaping, as well as increased enforcement activity. The Mayor asked how our community compares to others in the region, Captain Garrison stated La Pine is very comparable. DeLuca stated these increased numbers are typical when a community experiences rapid growth. Commissioner Adair provided information on the new county stabilization center which is opening soon. This facility will ease the burden on hospital emergency

room services and allow people in crisis to get help from specially trained personnel. There is also an initiative to provide the stabilization service to the entire tri-county area.

7. Update on Sunriver/La Pine Economic Development

Scott Orman, Sunriver/La Pine Economic Development Director, provided an update on economic development activity. A new strategic plan has been finalized. Scott has recently become certified as a community development specialist. Part of his work is coordinating efforts of the La Pine and Sunriver Chamber organizations. A newsletter is also being published and distributed, the first of which will address traded sector business initiatives. He is working with businesses to connect them with available resources, including working with area realtors to showcase new residential development. He is also working hard to be sure the benefits available in the south county area are included when marketing Deschutes County development opportunities. He has held five Business Retention and Expansion meetings so far this month with potential new businesses. Scott is completing a development grant application. He and the city manager are beginning sessions where they will meet with community members and anyone else interested to answer development questions. His marketing focus is on the community as a whole rather than on individual lots.

8. Development Trends and Issues

Nick Lelack provided a building permit summary and stated he conservatively foresees an increase of 10% over 2018.

9. Public Comments

3 minutes per person; when asked to the podium, please state your name and whether you live within La Pine city limits.

Bruce Schwandt, non-resident, read his prepared comments. He reiterated his comments from the September 25, 2019 city council meeting and stated he has gotten no responses to his requests put forth in that meeting and his subsequent e-mail. He feels current and anticipated growth projects have not been well planned.

Peggy Vowell, La Pine resident, was recently driving south on Huntington and noticed a teenager standing on the corner of Huntington and Memorial, waiting to cross. She feels the area needs a crosswalk, that there are none at that end of town and she is concerned for students who need to cross the road.

10. Staff Comments

Bethel: Parade permits are being routed through the County as a courtesy. The County has responded that the event organizer also needs a permit from the County. She and Tom Anderson are working with the County to ensure organizations need only one permit.

11. Council and Commission Comments

Commissioner Henderson: Thanked everyone for the opportunity. Sees great progress here. Appreciates Scott's work and encourages continued economic development activity.

Commissioner DeBone: Deschutes County is purchasing a snowblower to put snow into trucks which the City could potentially borrow. There was a regional solutions meeting following the recent childcare summit events; COCC and OSU Cascades are very supportive in working toward solutions. He mentioned the upcoming community wildfire protection plan event and encouraged participation. *Additional materials will be provided to council.* There is a non-profit NRA dinner coming up to benefit the shooting sport.

Commissioner Adair: Will be at the Veterans Day parade on November 11. She attended the recent childcare summit. She reminded everyone to help spread the word that duck hunters need to be mindful when shooting in areas where there are homes nearby. She shared information from the vocational/technical program seminar held by the Salem-Keizer School District which she recently attended. She feels this is a very worthwhile program. *Additional materials will be distributed to council.*

Councilor Harper: Thanked the commissioners for their work on the sewer loan.

Councilor Briese: Appreciates our partnership with Deschutes County and the assistance provided as we grow. Everyone thanked the commissioners for their participation.

12. Adjourn Meeting

Adjourned at 7:30 p.m.

Members of the public in attendance

Russ Smith

Janice Smith

Gloria Fleming

Peggy Vowell

Bruce Schwandt

DRAFT



CITY OF LA PINE PUBLIC WORKS COMMITTEE MINUTES

Tuesday, August 13, 2019

10:00 a.m. Regular Session

La Pine City Hall

16345 Sixth Street, La Pine, Oregon 97739

1. Call to Order

Jim Fleming called the meeting to order at 10:01.

2. Establish Quorum

Present: Linda Johnston, Jim Fleming, Scott Henderson, Tom Weller, Roy Christiansen, Jayne Benner and Wayne Barth

Staff Present: Jacob Obrist, Public Works Manager and Tracy Read, Accounting Clerk

3. Pledge of Allegiance

4. Approval of Prior Meeting Minutes

a. March 12, 2019

b. May 14, 2019

Motion to approve by Weller; seconded by Christiansen. No objections. Unanimously approved.

5. Update on Personnel

Obrist introduced new public works staff.

6. Update on Water/Wastewater Improvements and Expansion projects

Obrist provided an update stating we are in the final stages of the current project funded by the CDBG grant. He also gave an update on the Cagle/Glenwood expansion, stating the property owner mailing has been complete. There was general discussion on the impact to properties and property owners. Anticipated completion for expansion is CY 2022.

7. Cemetery Items

Obrist discussed immediate needs and available funds.

Short-term goals (to be accomplished before winter): snow stakes, paint building including floor, chain off entrances to building, kiosk including a map, flagpole, secured toilet facility, improvements to paths.

Long-term goals: ADA compliant paths, restrooms, security fence, parking lot, utility service.

There was general discussion that restrooms be a higher priority than a 5-10 year long-term goal.

Obrist will report back in October with proposed work and expenditures. Weller made a motion that \$2500 be approved to purchase a port-a-potty. Seconded by Johnston. No objections. Unanimously approved. Obrist will take the motion to Council for consideration.

8. Other Items/Concerns

Henderson brought up a right turn lane on Hwy 97 northbound at the intersection with First Street. Obrist stated he is part of the advisory committee which is considering options for the entire area. There was

general discussion regarding needed improvements to the 97 corridor. The committee made a suggestion that the five major intersections along the 97 corridor be upgraded to include right-turn lanes.

9. Public Comments

None.

10. Staff / Committee Member Comments

Obrist advised of pending projects including a requirement for 3/4 minimum meter size for ADUs. He also stated that SDC waivers for Cagle/Glenwood would be capped at the 5/8 rate. An update was provided on the septic tank pumping schedule program; and that consideration is being given to commercial septic tanks becoming the responsibility of the property owner for new construction.

11. Adjourn

Adjourned at 11:17 a.m.

CITY OF LA PINE

NAME: Connie Bruse DATE 10-9-19

While conducting authorized City business, I the undersigned, properly incurred the following expenses. I now request reimbursement:

- 1. TRANSPORTATION EXPENSES (explain purpose, City, State, date of mtg)
COIC Board mtg Redmond, OR 10-3-19

AUTOMOBILE MILEAGE: 90 MILES @ 0.58 = \$ 52.20

- 2. LODGING/MEALS (explain purpose/meeting/dates)

A. Lodging for _____ nights (attach receipts)
 B. Meals for _____ (whom)
 Location (attach receipts) _____ Date _____

- 3. PURCHASES (food, supplies and materials) (attach receipts)



TOTAL REIMBURSEMENT \$ 52.20

Approved by City Staff [Signature]

ms. Connie Bruse
Signature of Submitter of Form

Acct 105102700 \$ 52.20
 Acct _____ \$ _____
 Acct _____ \$ _____
 Approved _____
 Date _____ Clk# _____

CITY OF LA PINE

NAME: Connie Bruse DATE 10-9-19

While conducting authorized City business, I the undersigned, properly incurred the following expenses. I now request reimbursement:

1. TRANSPORTATION EXPENSES (explain purpose, City, State, date of mtg)

LOC Conference Bend, OR 9-26-19 - 9-28-19

AUTOMOBILE

MILEAGE: 60 MILES @ 0.58 = \$ 34.80

2. LODGING/MEALS (explain purpose/meeting/dates)

A. Lodging for _____ nights (attach receipts)

B. Meals for _____ (whom)

Location (attach receipts) Date

3. PURCHASES (food, supplies and materials) (attach receipts)

TOTAL REIMBURSEMENT \$ 34.80

Approved by City Staff [Signature]

Mrs. Connie Bruse

Signature of Submitter of Form

Acct 105202700 \$ 34.80
Acct _____ \$ _____
Acct _____ \$ _____
Approved _____
Date _____ Ck# _____

CITY OF LA PINE

NAME: Connie Bruse DATE 9-23-19

While conducting authorized City business, I the undersigned, properly incurred the following expenses. I now request reimbursement:

1. TRANSPORTATION EXPENSES (explain purpose, City, State, date of mtg)

COTC Strategic planning mtg. Bend
Hawthorne Station

AUTOMOBILE

MILEAGE: 57 MILES @ 0.58 = \$ 33.06

2. LODGING/MEALS (explain purpose/meeting/dates)

A. Lodging for _____ nights (attach receipts)

B. Meals for _____ (whom)

Location (attach receipts) _____ Date _____

3. PURCHASES (food, supplies and materials) (attach receipts)

TOTAL REIMBURSEMENT \$ 33.06

Approved by City Staff [Signature]

[Signature]

Signature of Submitter of Form

Acct 109202100 \$ 33.06

Acct _____ \$ _____

Acct _____ \$ _____

Approved _____

Date _____ Ck# _____



CITY OF LA PINE

Community Funding Request Application

The City of La Pine may provide funding assistance to non-profits and other entities that serve the La Pine community for projects or programs based on need versus the City's financial ability to assist. **Effective immediately, all Community Funding Request Applications must be accompanied by the attached budget spreadsheet.**

Please type or print clearly:

1. Organization: La Pine Christmas Basket Association
2. Mailing Address: P O Box 638 LaPine OR 97739
3. Telephone No: 541-797-9682 E-mail: Lapinechristmasbaskets@gmail.com
4. Contact Person: Wes Elliott
5. Requested Amount: \$ 500 In-kind Amount \$ _____
6. Project/Purpose For Funds, including date(s): christmas basket distribution to any family in need on December 21, 2019.

7. Are you an authorized 501(c)(3) corporation by the IRS? Yes No
8. Have you sought funding from the City of La Pine in the past? Yes No
9. Were funds provided from the City of La Pine? Yes No

Amount: \$ 500 When: 2017

10. Have you requested money from other sources? Yes No
If "yes," from where?

All over community

11. Is this a one-time request or will there be any additional funding requests for this project? Explain.

This is a yearly distribution for people from LaPine and surrounding community.

Staff Review: Funding Source: _____

Remaining amount if project funded: _____

Staff's recommendation to fund request: _____



LAPINE

O R E G O N

Budget Spreadsheet
Name of Event:

Lapine Christmas Basket Association 2019

Income	Estimated	Actual
Event Proceeds (entry fees, ticket sales, etc.)		
TOTALS		

Extra Sales (auction, raffle, misc. sales)	Estimated	Actual
TOTALS		

Sponsorships	Estimated	Actual
TOTALS		

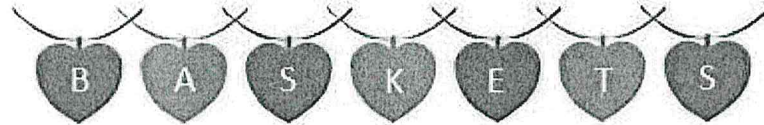
Donations	Estimated	Actual
Community	15000	3545
Grocery outlets	2432	2432
TOTALS	15000	5977

Expenses	Estimated	Actual
Site/Decorations (equipment, balloons, food, etc.)		
Food	9810	620
TOTALS	9810	620

Other Expenses	Estimated	Actual
Storage	2100	2100
Insurance	694	694
Administrative	2500	486
TOTALS	5294	3280

	Estimated	Actual
Overall Budget		
Income	15000	5977
Expenses	15104	3870
Net Profit (Loss)	-104	2107

La Pine Christmas

The logo for La Pine Christmas BASKETS features the words "La Pine Christmas" in a large, bold, serif font. Below this, the word "BASKETS" is written in a smaller, bold, sans-serif font, with each letter contained within a heart shape. The hearts are arranged in a slightly curved line, and the word "BASKETS" is positioned directly under "Christmas".

To whom it may concern,

We are writing this letter to you today to request a donation for the La Pine Christmas Basket Association, a 501 (c)(3) organization. Your contributions helped us to feed 373 families and 1,349 individuals during the holiday season. 100% of all money will go towards feeding local families in the La Pine area. This would not be possible without the food and money donations received from our local area businesses and individuals.

Your donation is deductible and our charity number is listed below.

We look forward to your continued support and we are greatly appreciative of your donations.

If you have questions or would like to contact us about donating, volunteering, or collecting food, please send an email to lapinechristmasbaskets@gmail.com.

Sincerely,

La Pine Christmas Basket Association
PO Box 638
La Pine, OR 97739
EIN: 65-1212485



CITY OF LA PINE

STAFF REPORT

Meeting Date: October 23, 2019
TO: La Pine City Council
FROM: Andrew Spreadborough
SUBJECT: Public Hearing regarding completion of the CDBG-funded Wastewater System Improvements Final Design project.

TYPE OF ACTION REQUESTED (Check one):

- | | | | |
|-------------------------------------|-------------------------|--------------------------|------------------|
| <input type="checkbox"/> | Resolution | <input type="checkbox"/> | Ordinance |
| <input checked="" type="checkbox"/> | No Action – Report Only | <input type="checkbox"/> | Public Hearing |
| <input type="checkbox"/> | Formal Motion | <input type="checkbox"/> | Other/Direction: |

Councilors:

The City was awarded a Community Development Block Grant (CDBG) in March 2017 from Business Oregon for the La Pine Wastewater Systems Improvements Final Design project. The grant amount is \$1,195,000. CDBG is a federal grant program funded by the Department of Housing and Urban Development and administered by Business Oregon. As a grant subrecipient, the City is responsible for complying with federal grant rules, requirements and related federal statutes, including the requirement for a public hearing prior to administrative closeout of the CDBG grant.

Work has been completed on the CDBG-funded portion of the project and the grant closeout process is under way. Final designs have been completed by project engineering firm Anderson Perry. A final grant drawdown request has been prepared and submitted to Business Oregon.

The purpose of the public hearing is to:

1. Obtain citizen views about the project.
2. Take comments about the City's performance.

Pre-Hearing Presentation: Grant administrator Andrew Spreadborough of NeighborImpact will attend the October 23 Council meeting to provide additional information about the status of the CDBG grant and closeout activities.



CITY OF LA PINE

STAFF REPORT

Meeting Date: October 23, 2019
TO: La Pine City Council
FROM: Melissa Bethel, Staff
SUBJECT: Transient Merchant Ordinance

TYPE OF ACTION REQUESTED (Check one):

- | | | | |
|--------------------------|-------------------------|-------------------------------------|-----------------------|
| <input type="checkbox"/> | Resolution | <input type="checkbox"/> | Ordinance |
| <input type="checkbox"/> | No Action – Report Only | <input checked="" type="checkbox"/> | Public Hearing |
| <input type="checkbox"/> | Formal Motion | <input type="checkbox"/> | Other/Direction: |

Councilors:

Staff has noticed an increase in transient sales of merchandise along Hwy 97 and Huntington Ave. Increasing complaints over the last couple of years, staff has worked with the City Attorney to create an Ordinance that gives deference to our existing brick and mortar businesses and also address traffic circulation, right of way encroachment issues, and panhandling. Although the Ordinance does allow for permitting (license and fee required) these types of activities, the restriction of these types of sales in the Commercial zones is recommended by staff as this will eliminate most of the reoccurring issues. At the September 25th meeting, public comment was given regarding the draft Ordinance and sections 5.1, 6.1, 6.2 and 9.1. Staff responses are addressed below:

5.1 Application Requirements: Public comment was received regarding a lack of response time for City staff to issue a license. The City can implement a time for responding within the Ordinance, but the City Attorney has indicated it is not necessary. If, at a later date, Council feels a response time is necessary, the Ordinance can be amended.

6.1 & 6.2 Location: Public comment was received regarding a lack of regulation for how many transient sales could be in one place at a time. The Council could regulate the amount, but often times these types of sales do take place in groups. The Ordinance restricts the sales to areas outside the Commercial zone, so the likelihood of numerous transient sales activities taking place will be limited. In addition, the application will be routed in the same manner as event permits to outside jurisdictions for comments and concerns.

Section 9. Unlawful Transfer: There was public comment regarding concerns that sales could take place from a car or backpack. This is true. This section is in effect our panhandling ordinance. Courts have ruled against cities prohibiting the behavior, but can regulate where it takes place. This Ordinance requires transactions to not impede traffic or be in right of way. This Ordinance does not prohibit individual sales of items.

Suggested Motion: (roll call vote)

I move the La Pine City Council approve Ordinance No. 2019-08; An Ordinance imposing rules and regulations governing the operation of transient merchants and prohibiting unlawful transfers and imposing penalties.

ORDINANCE NO. 2019-08

AN ORDINANCE OF CITY OF LA PINE IMPOSING RULES AND REGULATIONS GOVERNING THE OPERATION OF TRANSIENT MERCHANTS; PROHIBITING UNLAWFUL TRANSFERS; AND IMPOSING PENALTIES.

WHEREAS, City of La Pine ("City") has all powers that the constitutions, statutes, and common law of the United States and Oregon expressly or impliedly grant or allow City; and

WHEREAS, City recognizes the importance of protecting the public health and safety and maintaining the free flow of pedestrian and vehicular traffic on streets, sidewalks, and areas open to the public; and

WHEREAS, City finds it necessary to (a) provide a licensing system for transient merchants, (b) charge fees to recover costs of administering such a license, and (c) impose rules and regulations prohibiting unlawful transfer; and

WHEREAS, City desires to establish reasonable and uniform regulations concerning the licensing and operation of transient merchants and prohibiting unlawful transfer.

NOW, THEREFORE, the City of La Pine ordains as follows:

1. Findings. The above-stated findings are hereby adopted.
2. Short Title. This Ordinance No. 2019-08 may be referred to as the "Transient Merchant Ordinance" and will be cited and referred to herein as this "Ordinance."
3. Definitions. For purposes of this Ordinance, the following terms and phrases have the meanings assigned to them below:

"Applicant" means the person applying for a license to conduct a transient merchant business activity within city.

"Business activity" means the carrying of goods, wares or merchandise from area to area (or city to city), selling or offering the same for retail sale; or the offering of goods, wares, merchandise or services for retail sale from an apparatus temporarily located within the City, or from a temporary location, without making the business permanent and continuous in the City.

"City" has the meaning assigned to such term in the recitals.

"City's representatives" means each present and future officer, employee, agent, contractor, and/or representative of City.

"Council" means the then-appointed La Pine City Council.

"License" means the permission granted by City under this Ordinance to operate, engage, conduct, and/or carry on a transient merchant business activity.

“License fee(s)” means the license fees described under section 5.2 of this ordinance.

“Manager” means city’s then appointed city manager and/or his or her designee(s).

“Person” means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, incorporated organization, and/or any other entity, whether acting in an individual, fiduciary, and/or other capacity.

“Transient merchant” means a person who either carries goods, wares or merchandise from area to area (or city to city), selling or offering the same for retail sale; or who offers goods, wares, merchandise or services from an apparatus temporarily located within the City, or from a temporary location, without making the business permanent and continuous in the City.

“Vehicle” means any device in, upon or by which any person or property is or may be transported or drawn upon a public right-of-way and includes vehicles that are propelled or powered by any means.

“Vehicular portion of a highway, road or street” means the area located in the vehicular travel or turning lane or any associated shoulder, driveway or traffic divider area within the right-of-way where vehicles are reasonably expected to be encountered.

4. License Required.

4.1 License. Except as otherwise exempted under section 4.2, no individual, including, without limitation, an employee or agent of a group of individuals, partnership, or corporation, whether a resident of City or not, may engage in a business activity without first applying for and obtaining a license and paying all applicable licensing and other fees in accordance with this Ordinance.

4.2 Exemptions. The following are exempt from the licensing provisions in Section 4 of this Ordinance:

(a) Traveling salespersons, commercial travelers or the like who exclusively or primarily sell to, or solicit orders for future delivery from local retailers, businesses, governments, schools or wholesale firms;

(b) The sale of a newspaper subscription in which the seller is a person engaged in both the delivery and sale of the newspaper;

(c) The occasional sales of goods and services by local school students related to their school or school activities; or fund-raising sales by local service clubs or groups such as Elks, Kiwanis, Lions, Boy Scouts or Girl Scouts;

(d) Any political group seeking funds or membership;

(e) Garage sales, yard sales, rummage sales or swap meets conducted on private property, provided that the sale is not conducted over a period in excess of four (4) consecutive days or more often than three (3) times in a calendar year;

(f) Any organization exempt from taxation as provided by 26 U.S.C. § 501;

(g) The sale of goods, merchandise or food on a public sidewalk directly adjacent to the licensed brick and mortar business conducting the sale; and

(h) Any activity conducted pursuant to a special event permit under Ordinance No. 2019-05.

4.3 License Term. Licenses are limited to a three (3) consecutive day period, six (6) times per calendar year on the same property.

5. License Application Requirements; Fees; Review.

5.1 Application Requirements. Each person desiring to engage in a business activity who is not exempt must apply for a license to engage in a business activity on such application forms and in such manner as the manager may then prescribe. Each application will be evaluated on its own merits. The application must be filed with the manager and, in addition to all other information reasonably requested by the manager, must include, without limitation, the following information:

(a) The name, permanent address, and mailing address of the applicant and the names of all persons having an interest in the business;

(b) A brief description of the nature of the business and the goods and/or services to be sold and/or provided;

(c) The location where the business will be conducted and if on private property, the written consent of the property owner;

(d) The days for which the license is desired;

(e) Personal identifying information of the applicant as necessary for the public safety department to conduct a limited background check;

(f) Known consumer complaints made to local or state consumer agencies against the applicant or against any person acting as an employee or agent of the applicant; and

(g) Proof of compliance with all relevant federal, state and local licensing requirements;

(h) Proof of the required insurance coverage set forth in Section 7.7.

5.2 License Fee. The application must be accompanied by the then applicable transient merchant license fee. The license fee shall be payable in full at the time of submission of an application and shall be non-refundable. The transient merchant license fee will be determined by council resolution. The fee may be increased or decreased at any time and from time to time by council resolution. The fee imposed under this Ordinance will be in addition to, and not in lieu of, any other City license and/or permit fees, charges, and/or taxes.

5.3 Manager Review. Any application for a transient merchant license required under this Ordinance will be reviewed by the manager. The manager may approve, approve with conditions, or deny an application for a license. The manager's approval of an application for a license (or any part thereof) is not a guaranty, representation, and/or warranty of the correctness or suitability of the business activity. The manager is authorized to conduct whatever investigation the manager deems necessary or appropriate to determine whether the application is complete, the statements made therein are true and accurate, and whether the business activity complies with this Ordinance and all applicable federal, state, and local laws, regulations, and ordinances. The manager may waive or modify procedural and substantive conditions and requirements under this Ordinance. Notwithstanding this broad authority, the manager will act reasonably, in compliance with applicable federal, state, and local laws, regulations, and ordinances, and in a manner the manager reasonably believes is in City's best interests. The manager's decision on any given matter will not set any precedent nor bind future decisions of the manager.

5.4 Prohibited Locations. Transient merchants are not permitted to engage in business activities in commercial zones.

5.5 Fixed Location. Each license shall be issued for a single fixed location, and no transient merchant shall change location except upon issuance of a new license.

6. Standards of Operation.

6.1 Hours of Operation. No transient merchant are engage in any business activity before 7:00 a.m. or after 9:00 p.m.

6.2 Compliance with Laws. Each business activity must be conducted in accordance with all applicable federal, state, and local laws, regulations, and/or ordinances. The issuance of a license does not authorize a business to operate in violation of any applicable federal, state, and/or local laws, regulations, and/or ordinances. Issuance of a license by City is not evidence that the applicant and/or business activity is in compliance with, or exempt from, any applicable federal, state, and/or local laws, regulations, and/or ordinances. Issuance of a license will not be construed to constitute permission to engage in any activity prohibited by federal, state, and/or local laws, regulations, and/or ordinances, or a waiver of any other regulatory or license requirement imposed under applicable federal, state, and/or local laws, regulations, and/or ordinances.

6.3 Waste. All waste must be disposed of in compliance with all City, Deschutes County and state standards. Any person licensed to engage in a business activity must provide adequate trash receptacles to enable proper disposal of all waste.

6.4 Display of License. Any person licensed to engage in a business activity must display the license, together with any conditions, at all times on the business premises as identified in the approved license application, in a location visible to customers.

6.5 Removal of Structures. Any structures, carts, vending units, tents, tables or other appurtenances used by the transient merchant may not be located or relocated on the property

until commencement of the license term, and must be removed from the property promptly upon expiration of the license term.

6.6 Impediment. The activities of the transient merchant must not impair or impede the flow of pedestrian or vehicular traffic on public or private property.

6.7 Insurance. License applicants must obtain and maintain liability insurance concerning the business activity with limits of not less than \$2,000,000.00 for injury to one person, \$2,000,000.00 for any one accident or occurrence, and \$2,000,000.00 for property damage. Liability insurance will (a) be the primary insurance policy for all covered losses, (b) name City and City's representatives as additional insureds, and (c) apply to, and provide coverage for, all injuries, claims, demands, actions, suits, proceedings, damages, liabilities, losses, costs, and expenses of any kind, including, without limitation, bodily injury and property damage, arising out of the business activity. The liability insurance policy(ies) (and endorsements) required under this section 7.7 will be in form and content satisfactory to City and will be provided to City for inspection at the time the application is submitted. Notwithstanding anything contained in this ordinance to the contrary, the minimum insurance required under this ordinance (x) will provide coverage in amounts sufficient to meet the minimum tort claim liability limits under applicable law, and (y) may be increased at any time and from time to time through council resolution or manager determination.

7. Permit Denial, Suspension, Revocation, and Review; Appeals.

7.1 Grounds for Denial, Suspension, Revocation. The manager may deny, suspend, and/or revoke a license for the following: (a) the application is incomplete and/or fails to meet the requirements under this Ordinance; (b) fraud, misrepresentation, and/or false statement(s) contained in the application for a permit and/or willful withholding of information or incomplete disclosure concerning any matter required to be furnished in connection with any such application for a license; (c) fraud, misrepresentation, and/or false statement(s) made in the course of carrying on the business activity; (d) a violation of this Ordinance and/or the terms and conditions imposed under the license; (e) conducting the permitted business activity in an unlawful manner and/or in such a manner as to present an immediate danger to the health, safety, and/or general welfare of persons or property; and/or (f) failure to comply with any applicable federal, state, and/or local law, regulation, and/or ordinance, and/or any agreement with city. After revocation, the license holder may not conduct the business activity, or if the business activity has commenced, will immediately cause the business activity to be terminated in a safe, proper manner.

7.2 Review. If City receives complaints about any licensed transient merchant, the applicable license may be reviewed by the manager.

7.3 Notice of Denial, Suspension or Revocation. The manager must provide to the applicant or license holder notice of any license denial, suspension, and/or revocation and the reasons thereof within a reasonable period of time after the manager's determination. All notices must be in writing and must be delivered to the applicant or license holder at the address set forth in the license application. Any notice will be deemed delivered upon actual receipt if delivered personally, via email or facsimile (with electronic confirmation of delivery), or an overnight delivery service, or at the end of the third business day after the date deposited in the united states mail, postage pre-paid, certified, return receipt requested. If the violation ends prior to the manager's notice of a license denial, suspension,

and/or revocation, the manager may discontinue any revocation proceedings. The notice will inform the applicant or license holder of its appeal rights under this Ordinance.

7.4 Appeal. A decision to deny, issue subject to conditions, suspend, and/or revoke a license may be appealed by delivering written notice of appeal to the manager within ten (10) days of the notice of denial, suspension, and/or revocation. Failure to file notice of appeal within the 10-day appeal period is deemed a waiver of all rights to object to a license denial, issuance subject to conditions, suspension, and/or revocation determination. Unless the manager has declared that immediate danger to the health, safety, and/or general welfare of persons or property exists, the manager's decision to revoke or suspend is stayed pending appeal. The manager will transmit the notice of appeal together with the file of the appealed matter to the council. Upon receipt of the notice and file, the council will fix a time and place for hearing the appeal. The council will give the appellant not less than ten (10) days' prior written notice of the time and place of the hearing. The council will hear and determine the appeal on the basis of the written statement and any additional evidence the council considers appropriate or relevant, including any information provided by the manager. At the hearing, the appellant may present testimony and oral argument, personally or through legal counsel, and any additional evidence; provided, however, the rules of evidence as used by courts of law do not apply. The decision of the council is final and conclusive.

8. Unlawful Transfer. A person commits the offense of unlawful transfer under this ordinance if the person (a) while a driver or passenger in a vehicle on the vehicular portion of a highway, road or street within the boundaries of City, gives or relinquishes possession of, or control of, or allows another person in the vehicle to give or relinquish possession or control of any item of property to a pedestrian; or (b) while a pedestrian, accepts, receives or retains possession or control of any item of property from a driver or passenger in a vehicle on the vehicular portion of a highway, road or street within the boundaries of City.

8.1 Exceptions. The prohibitions of this Section 9 do not apply (a) if the vehicle is parked in a legal parking space located on or off the right-of-way, (b) during a law enforcement stop or action; and/or (c) if the person(s) is participating in a "pedestrian activity" as defined in Oregon Administrative Rules 734-058-0020(7) for which a permit has been issued by the Oregon Department of Transportation, so long as all terms of the permit have been met.

9. Penalties. City may maintain an action in a court of competent jurisdiction to enforce the provisions of this ordinance. Violation of or failure to comply with any provision of this Ordinance is punishable upon conviction by a fine not to exceed \$500.00 per violation, per day. City will be entitled to collect from any person violating or otherwise failing to comply with this Ordinance City's reasonable attorney fees and other fees, costs, and expenses incurred by City to enforce this Ordinance. Each violation, and each day that a violation continues, constitutes a separate civil infraction. The remedies available under this Ordinance are not exclusive of any other remedies available under any applicable federal, state, and/or local laws, regulations, and/or ordinances. It is within City's discretion to seek cumulative remedies for a violation of this Ordinance.

10. General Requirements.

10.1 Release; Indemnification. Nothing contained in this Ordinance will be construed as imposing on City and/or its officials or employees any liability or responsibility for any injury, damage, and/or destruction to person or property caused or in any way connected to the business activity. City

and City’s representatives will not be deemed to have assumed any liability and/or responsibility by reasons of inspections performed, the issuance of any permit, and/or the approval of any use of the right-of-way. By accepting a license issued under this ordinance, each sponsor, organizer, and person issued a license under this ordinance will, on a joint and several basis, release, defend, indemnify, and hold harmless City and City’s representatives for, from, and against all injuries, claims, demands, actions, suits, proceedings, damages, liabilities, losses, costs, and expenses of any kind whatsoever, including, without limitation, attorney fees and costs, arising out of or resulting from, whether directly or indirectly, the following: (a) the acts or omissions of the license holder and/or its affiliates, officers, directors, shareholders, managers, members, employees, agents, representatives, and/or contractors in the establishment, maintenance, operation, and/or participation in the business activity; and/or (b) license holder’s failure to comply with the requirements of this Ordinance.

10.2 No Vested Rights or Privileges. Nothing contained in this Ordinance may be construed as vesting any right or privilege in a license or license holder or a contractual obligation on the part of City.

10.3 Administration. The manager is responsible for the administration of this Ordinance. The manager may establish reasonable rules and regulations necessary or appropriate to carry out the purpose and intent of this ordinance. Violations of any rules and/or regulations established by the manager pursuant to this Ordinance will be subject to the penalties described in this Ordinance. No person may violate or fail to comply with any rule or regulation established by the manager or willfully make any false or misleading statement to the manager regarding information relevant to the issuance of a license.

11.4. Severability; Corrections; Effective Date. All pronouns contained in this ordinance 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. Any reference to a particular law, statute, rule, regulation, code, or ordinance includes the law, statute, rule, regulation, code, or ordinance as now in force and hereafter amended. If any section, subsection, sentence, clause, and/or portion of this Ordinance is for any reason held invalid, unenforceable, and/or unconstitutional, such invalid, unenforceable, and/or unconstitutional section, subsection, sentence, clause, and/or portion will (a) yield to a construction permitting enforcement to the maximum extent permitted by applicable law, and (b) not affect the validity, enforceability, and/or constitutionality of the remaining portion of this ordinance. This Ordinance may be corrected by order of the council to cure editorial and/or clerical errors. This Ordinance will become effective thirty (30) days after its passage by the council and approval by the mayor.

This Ordinance was passed and adopted by the La Pine City Council by a vote of ____ for and ____ against and approved by the mayor on _____, 2019.

Daniel Richer, Mayor

Attest:



CITY OF LA PINE

STAFF REPORT

Meeting Date: October 23, 2019
TO: La Pine City Council
FROM: Melissa Bethel, Staff
SUBJECT: La Pine Industrial Land IGA 5-year extension

TYPE OF ACTION REQUESTED (Check one):

- | | | | |
|-------------------------------------|-------------------------|--------------------------|------------------|
| <input type="checkbox"/> | Resolution | <input type="checkbox"/> | Ordinance |
| <input type="checkbox"/> | No Action – Report Only | <input type="checkbox"/> | Public Hearing |
| <input checked="" type="checkbox"/> | Formal Motion | <input type="checkbox"/> | Other/Direction: |

Councilors:

On September 25, 2019 the County Commissioners agreed to a 5-year extension of Document 2019-700, an Intergovernmental Agreement (IGA) between Deschutes County and the City of La Pine. The IGA allows the City to partner with the County in the marketing, promotion and sales of the approximately 170 acres of the La Pine Industrial Park. The City retains 50% of the gross sale price to further economic development within the area. Attached:

1. The IGA signed by the County to extend the terms for an additional 5 years.
2. The County staff report with background information.

Motion: Roll call vote:

I move the La Pine City Council approve document number 2019-700 which will extend the terms of the IGA between the City and County for marketing and sales of industrial land within the City for an additional 5 years.



Deschutes County Board of Commissioners
1300 NW Wall St., Suite 200, Bend, OR 97701-1960
(541) 388-6570 - Fax (541) 385-3202 - www.deschutes.org

AGENDA REQUEST & STAFF REPORT

For Board Business Meeting of September 25, 2019

DATE: September 4, 2019

FROM: James Lewis Property & Facilities 541-385-1414

TITLE OF AGENDA ITEM:

Consideration of Board Signature of Document 2019-700, an Intergovernmental Agreement between Deschutes County and the City of La Pine.

PUBLIC HEARING ON THIS DATE? No

BACKGROUND AND POLICY IMPLICATIONS:

Pursuant to the authority granted in ORS 190.003 through 190.110, Deschutes County and the City of La Pine desire to enter into an Intergovernmental Agreement regarding the marketing, negotiating and sale of property in La Pine commonly known as the La Pine Industrial Park. This IGA effectively extends a previous agreement (Deschutes County Document Number 2014-568) for an additional 5-year term. This includes approximately 170 acres of Industrial Zoned land intended for Economic Development purposes. Through the Agreement, the County and City are indicating that they believe that City (in conjunction with the south county representative for EDCO) is more readily able to locally assess, market and respond to prospective purchasers and Economic Development opportunities needing industrial land in the City, thereby serving the entirety of southern Deschutes County. The term of the agreement is 5 years, during which time the City will have the authority for the marketing, promotion and sale negotiations for the Real Property for Economic Development, but the County will retain ownership. Upon sale, the County and City will share the proceeds from the sale (50% each, with the City to absorb hard costs associated with the sale).

This was discussed with the Board of Commissioners at Executive Session on September 3, 2019.

FISCAL IMPLICATIONS:

The fiscal implications to the County include the revenue equal to 50% of the gross sale price of the Real Property at the time the property transaction is complete – with 50% distributed to the City of La Pine. This is off set by the City absorbing the costs of all marketing promotion, negotiations and other hard costs associated with the sale from their portion of the proceeds. The specific dollar amount of potential loss of revenue to the County is difficult to precisely figure as the property values will vary over time. Notwithstanding the potential revenues, it was a requirement of the County acquisition of the property from the Federal Government that the proceeds be reserved for use in developing the industrial lands and furthering economic development opportunities in the south county area.

RECOMMENDATION & ACTION REQUESTED:

Staff recommends Board signature of Document 2019-700.

DISTRIBUTION OF DOCUMENTS:

Originals to James Lewis.



**INTERGOVERNMENTAL AGREEMENT
LA PINE INDUSTRIAL LAND SALES**

RECITALS

This Intergovernmental Agreement (“Agreement”) is made and entered into by and between **Deschutes County**, a political subdivision of the State of Oregon, hereinafter referred to as “County”, whose address is P.O. Box 6005, Bend, OR, 97708-6005, and **The City of La Pine**, an Oregon municipal corporation hereinafter referred to as “City”, whose address is PO Box 2460, La Pine, Oregon 97739.

WHEREAS, County and City are authorized pursuant to ORS 190.003 through 190.110 to enter into an intergovernmental agreement for the performance of any or all functions which a party to the agreement, or its officers or agents, has the authority to perform; and

WHEREAS, County owns the real property more particularly identified on Exhibit A (the “Real Property”), which is commonly known as the La Pine Industrial Park. The Real Property includes two distinct sub-areas: the Newberry Industrial Park (“Newberry”) and the Finley Butte Industrial Park (“Finley”). Each parcel comprising the Real Property is further described on Exhibit A; and

WHEREAS, County and City believe that the sale of the Real Property at competitive prices will benefit County and City residents by providing economic development opportunities in the southern portion of Deschutes County within the City of La Pine; and

WHEREAS, through this Agreement, County entrusts City, and City will ensure that the Real Property will be preserved and sold for Economic Development (as defined below); and,

WHEREAS, County and City believe that City is better able to locally assess, market and respond to prospective purchasers and Economic Development opportunities needing industrial land in the City; and,

WHEREAS, the parties desire to enter into this Agreement to provide the terms and conditions upon which City will list, market and promote the sale of the Real Property; and

IT IS HEREBY AGREED by and between County and City, for and in consideration of the mutual promises and covenants contained herein, as follows:

1. *Effective Date.* This Agreement is effective November 1, 2019 (the “Effective Date”).
2. *Term/Duration.* Subject to the terms and conditions of this Agreement, the term of this Agreement will commence on the Effective Date and will continue for a term of five (5) years, until October 31, 2024, unless terminated earlier pursuant to Section 8. This Agreement may be extended upon mutual written agreement of the parties.
3. *Definitions.* For purposes of this Agreement the following terms shall mean:

- 3.1. "Economic Development" - Efforts that seek to improve the economic well-being and quality of life for the community by directly creating and/or retaining jobs, and supporting or growing incomes and the tax base.
 - 3.2. "Infrastructure" - The construction and installation of streets, sewer, water, sidewalks, street trees, street lights, utilities, and any other City required improvements, whether publicly or privately owned, including, without limitation, cable, telephone, gas, electricity to serve the Real Property or any portion thereof.
 - 3.3. "Hard Costs" - Includes, without limitation, costs associated with advertising, marketing, promotion, negotiations, Infrastructure, permitting, taxes, insurance, real estate commissions, title fees, title insurance fees, closing costs, and recording costs, or any other charges associated with the Sale and/or Conveyance of the Real Property.
 - 3.4. "Gross Sale Price" - The overall per-sale price of Real Property or any portion thereof, without any deductions for any Hard Costs.
 - 3.5. "Sale" and/or "Conveyance" - Subject to the terms and conditions contained in this Agreement, a transfer of any portion of the Real Property by any type of deed, land sale contract, and/or a lease entered into after execution of this Agreement for a term of 10 years or more, including, without limitation, all optional extensions or renewals.
4. *Control of Real Property; Agreement to Sell/Lease.* Ownership of the Real Property shall remain with County. During the term of this Agreement, County vests in City full power and authority for the marketing, promotion and sale negotiations for the Real Property for Economic Development, including, without limitation, establishing the Gross Sale Price and acceptance or rejection of an Offer (defined below), at no cost to County. City's city manager ("City Manager") shall have the exclusive right to retain licensed real estate broker(s) to assist City with the listing, marketing and sale of the Real Property. All offers accepted by City shall be written and in standardized real estate purchase and sale forms, unless otherwise prepared by competent legal counsel representing City or purchasing party (individually and collectively the "Offer(s)"). The City Manager shall have the right and obligation to respond in a reasonable time period to all Offers and shall have the sole authority for accepting or rejecting all Offers for Real Property subject to this Agreement. Upon acceptance of an Offer by City, the Offer shall be presented to County for execution of the Offer and the applicable Sale and Conveyance documents. County shall not unreasonably withhold, condition or delay execution of the Sale and/or Conveyance documents necessary to complete the Sale or Conveyance, provided, however, that the terms of the Sale and Conveyance shall have reasonable dates established for the Sale or Conveyance.
5. *Previous Purchase Option and Lease Agreements.* All previous purchase option and lease agreements for property included in Exhibit A attached hereto having effective dates prior to the effective date of this Agreement, shall be subject to the allocation of proceeds from such sales and leases as specified in Section 6 of this Agreement.
6. *Allocation of Proceeds.* During the Term of this Agreement following the Sale or Conveyance of any portion of the Real Property to a third party, the parties will each receive the following: (i) County will receive 50% of the Gross Sale Price, and, (ii) unless otherwise agreed in writing by the parties pursuant to Section 7 below, City will be entitled to receive the balance of the Gross Sales Price which will be subject to reduction based on any Hard Costs paid at the Sale or Conveyance. City shall be paid directly from the proceeds at the closing of each Sale or Conveyance.

7. *Hard Costs, Gross Sales Price and Lease Value.* City shall be responsible for any and all Hard Costs incurred by City related to the Real Property. City shall not be entitled to offset any Hard Cost from the Gross Sale Price unless otherwise negotiated and agreed to by the parties in writing outside the terms of this Agreement. If (and only if) deemed necessary and agreed to by the parties following each Sale or Conveyance under this Agreement, an accounting for that transaction shall be prepared that includes the Gross Sale Price, the addition of any Hard Costs, and the calculation of net sale proceeds for that transaction. A Sale or Conveyance shall not include any leases existing on the Effective Date of this Agreement, or any extensions of those leases, nor shall City be entitled to any compensation or value related to the leases existing as of the Effective Date of this Agreement.

7.1 Notwithstanding the provisions of Section 7 above, when a licensed real estate broker represents (through closing) a buyer to which real property included in this agreement is sold, and upon verification satisfactory to the County, that broker shall be entitled to a 3% commission of the Gross Sales Price. Such commission shall be paid from the proceeds of the sale, with distribution of the remaining proceeds allocated among County and City as provided in Section 6, above.

8. *Termination.* This Agreement may be terminated at any time by the mutual written agreement of the parties. This Agreement may be terminated by either party for any reason or no reason upon sixty (60) days prior written notice to the other party. Termination of this Agreement shall not affect any obligations or liabilities accrued prior to such termination.

9. *Limitation.* This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. This Agreement is made subject to any and all applicable federal, state, and local laws, regulations, and/or ordinances.

10. *No Partnership and Authorized Representative.* Neither party is, by virtue of this Agreement, a partner or joint venturer in connection with activities carried out under this Agreement, and shall have no obligation with respect to the other party's debts or any other liability or obligation of the other party of whatever kind or nature except as specifically provided herein.

10.1. County's authorized representative for purposes of this Agreement shall be the Property Manager or the Property Manager's designee.

10.2. City's authorized representative for purposes of this Agreement shall be the City Manager or the City Manager's designee.

11. *Insurance and Indemnification.*

11.1. Each party will obtain and maintain insurance policies that provide adequate coverage for all risks normally insured against by each applicable party, or be self-insured in a manner that provides the same coverage.

11.2. To the extent permitted by the Oregon Constitution, Article XI, Section 10, and to the extent permitted by the Oregon Tort Claims Act, ORS 30.260 to 30.300, County shall defend, indemnify and hold harmless City and City's current and future elected officials, officers, agents employees, and representatives harmless for, from, and against any and all claims, demands, lawsuits, or actions for damages, costs, losses, attorney fees and expenses, arising from County's torts, as the term "tort" is defined in ORS 30.260(8) and for any of County's breach and/or failure to perform any of the its representations, warranties, obligations, and/or covenants under this Agreement. County's

indemnification obligation pursuant to this Section 11.2 will survive the termination of this Agreement.

11.3. To the extent permitted by the Oregon Constitution, Article XI, Section 10, and to the extent permitted by the Oregon Tort Claims Act, ORS 30.260 to 30.300, City shall defend, indemnify and hold harmless County and County's current and future elected officials, officers, agents employees, and representatives harmless for, from, and against any and all claims, demands, lawsuits, or actions for damages, costs, losses, attorney fees and expenses, arising from City's torts, as the term "tort" is defined in ORS 30.260(8) and for any of City's breach and/or failure to perform any of its representations, warranties, obligations, and/or covenants under this Agreement. City's indemnification obligation pursuant to this Section 11.3 will survive the termination of this Agreement.

12. *Representations.* County makes no representations or warranties as to the condition of the Real Property or its suitability for use, including, without limitation zoning designations, public facilities and utilities, available public services, infrastructure, and environmental conditions. City acknowledges that the Real Property shall be marketed by City and conveyed by County as described and agreed to herein "As Is".

13. *Mediation.* Any disputes under this Agreement that are not resolved by the parties through direct communication without Mediation as defined below will be promptly submitted to Mediation in Deschutes County, Oregon, prior to the commencement of litigation. The mediator will be named by mutual agreement of the parties or by obtaining a list of five (5) qualified persons from the parties and alternatively striking names. The mediator will have the duty and responsibility to assist the parties in resolving all issues submitted for Mediation. The parties agree to use commercially reasonable efforts to cooperate to resolve all matters in dispute with the assistance of the mediator. The expense of Mediation will be paid as follows: The parties will share the mediator's fees and expenses equally, unless they agree otherwise. Mediation will terminate by: a) written agreement signed by the parties, b) determination by the mediator that the parties are at an irresolvable impasse, or c) two unexcused absences by either party from the Mediation sessions. The mediator will never participate in any claim or controversy covered by this Section 13 as a witness or attorney and may not be called as a witness to testify in any proceeding involving the subject matter of Mediation. ORS 36.100 to 36.245 will apply to the entire process of Mediation as provided in this Section 13. The disputing party shall give the other party written notice of the dispute. Within twenty (20) days after receipt of said notice, the receiving party shall submit to the other a written response. The notice and response shall include a statement of each party's position and a summary of the evidence and arguments supporting its position. The Mediation shall occur at a mutually acceptable time and place within thirty (30) days of the date of the disputing party's notice and thereafter as often as the parties and the mediator reasonably deem necessary to exchange relevant information and to attempt to resolve the dispute. Should the Mediation fail to settle such dispute within sixty (60) days of the disputing party's notice, or if the party receiving said notice will not meet within thirty (30) days, either party may terminate Mediation. For the purposes of this Agreement, "Mediation" means a voluntary process in which the parties continue direct communication with the assistance of one or more neutral persons as mediators. These mediators have no authority to require any concessions or agreements, but will attempt to resolve any claim or controversy arising between the parties.

14. *Headings.* The headings of this Agreement are for convenience only and shall not be used to construe or interpret any provisions of this Agreement.


15. *Incorporation of Recitals.* The recitals set forth above are hereby incorporated into and made a part of this Agreement.
16. *Applicable Law.* This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon. Legal actions must be instituted in the Circuit Court of the State of Oregon for the County of Deschutes.
17. *Severability.* 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.
18. *Remedies Not Exclusive.* If either County or City defaults with regard to any provisions of this Agreement, the defaulting party shall be liable to the other party for any damages caused by such default. In addition to its other rights or remedies, either party may institute any legal or equitable action (including, without limitation, an action for specific performance) to obtain any other remedy consistent with the purpose of this Agreement.
19. *Rights and Remedies are Cumulative.* Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different time, of any other rights or remedies for the same default or any other default by the other party.
20. *Attorney Fees.* In the event an action, lawsuit or proceeding, including appeal therefrom, is brought for failure to fulfill or comply with any of the terms of this Agreement, each party shall be responsible for their own attorney fees, expenses, costs and disbursements for said action, lawsuit, proceeding or appeal.
21. *No Waiver of Claims.* 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 both parties. 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.
22. *Notice.* Any notice required under this Agreement must be in writing. Any notice will be deemed given when personally delivered or delivered by facsimile 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 of the other party first shown above (or any other address that a party may designate by notice to the other party), unless that day is a Saturday, Sunday, or legal holiday, in which event it will be deemed delivered on the next following business day.
23. *Entire Agreement and Signatures.* This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes any and all prior or contemporaneous negotiations, discussions, representations and/or agreements among the parties, if any, whether written or oral, concerning the subject matter of this Agreement which are not fully expressed herein. This Agreement may not be modified or amended except by a writing signed by all parties to this Agreement. This Agreement may be signed in counterparts. A fax or email transmission of a signature page will be considered an original

signature page. At the request of a party, the other party will confirm a fax or email transmitted signature page by delivering an original signature page to the requesting party.

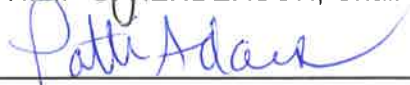
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date(s) written below, but made effective for all purposes as of the Effective Date.

DATED this 25 day of September, 2019.


BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON



PHILIP G. HENDERSON, Chair



PATTI ADAIR, Vice Chair



ANTHONY DEBONE, Commissioner

ATTEST:



Recording Secretary

DATED this _____ day of _____, 2019.

CITY OF LA PINE, OREGON

By: _____

Name _____

Title _____

Exhibit A

The Real Property is comprised of:

On Tax Assessors Map 22-10-13B

- Tax Lot 1900 - Parcel 2, PP 2000-5

On Tax Assessors Map 22-10-13C

- Tax Lot 200 – Lot 8, La Pine Industrial Site
- Tax Lot 300 – Lot 9, La Pine Industrial Site
- Tax Lot 400 – Lot 10, La Pine Industrial Site
- Tax Lot 700 – Lot 2, La Pine Industrial Site Phase II

On Tax Assessors Map 22-10-14

- Tax Lot 100 - Parcel 2, PP 2010-13
- Tax Lot 101 - Parcel 1, PP 2010-13
- Tax Lot 200 - Tract D, La Pine Industrial Site
- Tax Lot 302 - Parcel 3, PP 2001-41

On Tax Assessors Map 22-10-14AB

- Tax Lot 108 – Lot 4, Newberry Business Park
- Tax Lot 111 – Lot 1, Newberry Business Park
- Tax Lot 126 – Lot 63, Newberry Business Park
- Tax Lot 129 – Lot 41, Newberry Business Park
- Tax Lot 131 – Lot 15, Newberry Business Park
- Tax Lot 132 – Lot 14, Newberry Business Park
- Tax Lot 133 – Lot 13, Newberry Business Park
- Tax Lot 137 – Lot 17, Newberry Business Park
- Tax Lot 138 – Lot 18, Newberry Business Park
- Tax Lot 139 – Lot 19, Newberry Business Park
- Tax Lot 141 – Lot 43, Newberry Business Park
- Tax Lot 142 – Lot 44, Newberry Business Park
- Tax Lot 151 – Lot 70, Newberry Business Park
- Tax Lot 152 – Lot 48, Newberry Business Park
- Tax Lot 153 – Lot 47, Newberry Business Park
- Tax Lot 154 – Lot 46, Newberry Business Park
- Tax Lot 155 – Lot 25, Newberry Business Park
- Tax Lot 156 – Lot 24, Newberry Business Park
- Tax Lot 157 – Lot 23, Newberry Business Park
- Tax Lot 161 – Lot 27, Newberry Business Park
- Tax Lot 162 – Lot 28, Newberry Business Park
- Tax Lot 163 – Lot 29, Newberry Business Park
- Tax Lot 164 – Lot 30, Newberry Business Park
- Tax Lot 165 – Lot 31, Newberry Business Park
- Tax Lot 166 – Lot 32, Newberry Business Park
- Tax Lot 167 – Lot 33, Newberry Business Park

- Tax Lot 170 – Lot 51, Newberry Business Park
- Tax Lot 171 – Lot 52, Newberry Business Park
- Tax Lot 172 – Lot 53, Newberry Business Park
- Tax Lot 173 – Lot 74, Newberry Business Park

On Tax Assessors Map 22-10-14DA

- Tax Lot 200 - Lot 3, Finley Butte Industrial Park Phase 1
- Tax Lot 300 - Lot 2, Finley Butte Industrial Park Phase 1
- Tax Lot 400 - Lot 1, Finley Butte Industrial Park Phase 1

On Tax Assessors Map 22-10-14DD

- Tax Lot 100 - Lot 13, Finley Butte Industrial Park Phase 1
- Tax Lot 200 - Lot 14, Finley Butte Industrial Park Phase 1
- Tax Lot 300 - Lot 15, Finley Butte Industrial Park Phase 1
- Tax Lot 400 - Lot 12, Finley Butte Industrial Park Phase 1
- Tax Lot 500 - Lot 11, Finley Butte Industrial Park Phase 1
- Tax Lot 600 - Lot 16, Finley Butte Industrial Park Phase 1
- Tax Lot 700 - Lot 17, Finley Butte Industrial Park Phase 1
- Tax Lot 800 - Lot 10, Finley Butte Industrial Park Phase 1
- Tax Lot 900 - Lot 9, Finley Butte Industrial Park Phase 1
- Tax Lot 1000 - Lot 8, Finley Butte Industrial Park Phase 1
- Tax Lot 1100 - Lot 7, Finley Butte Industrial Park Phase 1
- Tax Lot 1200 - Lot 6, Finley Butte Industrial Park Phase 1
- Tax Lot 1300 - Lot 5, Finley Butte Industrial Park Phase 1
- Tax Lot 1400 - Lot 4, Finley Butte Industrial Park Phase 1



CITY OF LA PINE

STAFF REPORT

Meeting Date: October 23, 2019

TO: La Pine City Council

FROM: Melissa Bethel, Staff

SUBJECT: Approval of La Pine/State of Oregon Agreement No. 33766 (Funding for La Pine Station).

TYPE OF ACTION REQUESTED (Check one):

- | | | | |
|-------------------------------------|-------------------------|--------------------------|------------------|
| <input type="checkbox"/> | Resolution | <input type="checkbox"/> | Ordinance |
| <input type="checkbox"/> | No Action – Report Only | <input type="checkbox"/> | Public Hearing |
| <input checked="" type="checkbox"/> | Formal Motion | <input type="checkbox"/> | Other/Direction: |

Councilors:

The City has worked on the development of the “La Pine Station” for over two years. Located on the corner of Hwy 97, 4th and Huntington, the property was bought and deeded to the City of La Pine by ODOT for transportation services. After several open houses and public meetings, the City was able to apply for a STIF grant through ODOT for funding. Some of the amenities the La Pine Station will include consist of:

Public restrooms, benches, landscape, parking, vehicle charging stations, bike racks, wheelchair charging station, bike fix it station, picnic shelter and flags. Total project costs were estimated at \$827,596.00. The project was ranked first for funding and was awarded \$744, 836.00. The agreement before you will allow the funding to be released so construction and bid documents can be created.

Suggested motion:

I move the City of La Pine City Council approve Agreement No. 33766 which will allow the Mayor to sign the agreement and ODOT to release the awarded grant STIF funds for the City to move forward with the development of the La Pine Station.

Oregon Department of Transportation
Rail and Public Transit
STIF Discretionary and Statewide Transit Network
2/1/2019 deadline

**City of La Pine
La Pine Station**

Jump to: [Application Questions](#) [Budget and Project Tables](#) [Document Upload](#)

Submitted: 1/29/2019 11:42:45 AM (Pacific)

Project Contact
Melissa Bethel
mbethel@lapineoregon.gov
Tel: 541 536-1432

Additional Contacts
none entered

City of La Pine

P.O. Box 2460
16345 Sixth Street
La Pine , OR 97739

Telephone 541-536-1432
Fax N/A
Web www.lapineoregon.gov
EIN 562634445

City Manager
Melissa Bethel
mbethel@lapineoregon.gov

Application Questions [top](#)

Provider Information

1. Transit Agency Type

- City
- County
- Mass Transit District
- Transportation District
- Special District
- Intergovernmental Entity
- Municipal/Public Corporation or other political subdivision
- Indian Tribe
- Non-Profit
- Private For-Profit

2. What is the main type of service that will be supported by this grant?

- Fixed Route
- Demand Response
- Deviated Fixed Route

Risk Assessment Information

This risk assessment section contains a subset of the entire risk assessment. The entire risk assessment will be populated with the answers you provide in this section and data already reported to RPTD. Please contact Andrew.S.Keefe@odot.state.or.us for assistance.

3. Did your agency have any turnover of management or financial staff in the last 2 years?

- Yes
- No

4. Does your agency have an accounting system that allows you to completely and accurately track the receipt and disbursement of funds related to the award?

- Yes
- No

5. What type of accounting system does your agency use?

- Manual
- Automated
- Combined

6. Does your agency have a system in place that will account for 100% of each employee's time?

- Yes
- No

7. Did your staff members attend required training and meetings during prior grant awards?

- Yes
- No

8. Was your agency audited by the Federal government in the past 2 years?

- Yes
- No

9. If yes, did the audit result in one or more audit findings?

- Yes
- No
- N/A

10. Did your agency stay on budget in the past two years?

- Yes
- No

Applicant Qualifications

11. Describe how your agency has legal, managerial and operational capacity to perform and report on project progress within the scope, schedule and budget. (Operational capacity specifically for workload of projects in this application.)

Enter response in text box or upload your response on the Document Upload tab of the application and write "See Upload."

The City of La Pine is fully qualified to handle the project workload. The City has available legal staff, City Engineer, Public Works Director and City Manager all qualified to perform and report on project progress within the scope, schedule and budget. In addition, the City has experience successfully managing capital improvement projects.

12. Capacity to Maintain Compliance

- By checking this box, the applicant certifies that if they are awarded funding they are able to meet or will have the capacity to maintain compliance with applicable federal, state and local laws and regulations including, and not limited to, those pertaining to passenger transportation, civil rights, labor, insurance, safety and health.

13. Does the applicant plan to use a Sub-Recipient or contractor to implement the grant supported activity?

- Yes
 No

14. If Yes, please list the Sub-Recipient(s) and describe how the applicant will provide sufficient Sub-Recipient/contractor oversight to ensure eligibility is maintained while receiving STIF Discretionary or Statewide Transit Network moneys.

If Yes, enter response in text box or upload response on the Document Upload tab and write "See Upload." If No, write N/A.

The City currently contracts with Becon Engineering for City Engineering services. Becon will prepare engineered stamped plans and specifications for construction and will coordinate with City staff throughout design, bidding and construction. Becon works closely with City staff on all capital improvements and is experienced in designing and managing grant-funded projects.

The City will select a construction contractor through a public advertisement process in accordance with state requirements. The construction contract will be reviewed by City legal staff and forwarded to City Council for approval.

Fiscal monitoring through design and construction by the City will include:

Reviewing bills, invoices or other documents;

Comparing budgets and/or budget limits to actual costs;

Regular construction oversight and inspection to confirm that services charged to the STIF were delivered according to the contract;

Comparing bills with supporting documentation to determine that costs were allowable, necessary according to the policies of the STIF agency.

Programmatic monitoring may include the following:

Conducting on-site reviews, when appropriate, to check the nature and quality of services being provided.

All written documentation pertaining to Sub-Recipient performance will be maintained and reviewed to ensure satisfactory progress. Records will be retained for six years following final payment as required. In addition, documentation of Sub Recipient performance will be reviewed as part of the Recipients periodic on-site compliance review.

Project Information

Try to answer all questions, even if your project does not fit neatly within a category. No answer means a zero score.

15. Describe the project to be funded.

See application instructions for required content. Enter response in text box or upload response as an attachment in the Document Upload tab and write "See Upload."

The project to be funded is called the La Pine Station, which will serve as a transit hub, as well as a community center for the City of La Pine. The Station will provide a transfer point for inter-community shuttle passengers on the Cascades East Transit system, a park-and-ride-lot for individuals using or carpooling from La Pine, and inter-modal connectivity for cyclists, pedestrians, carpoolers, and transit riders for destinations throughout the City. The Station will also provide a charging station for electric vehicles to promote the use of renewable energy.

The La Pine Station will be a destination for those traveling on HWY 97 and will provide multi modal amenities such as a restroom facility, benches and resting areas, bicycle fix-it station and accessible multi modal connections to downtown and other surrounding areas.

16. What Local Plans include this project and elements of the project?

See guidance for exemptions to this requirement.

Within La Pine's 2013 Transportation System Plan (TSP), the plan explicitly states the need to build a park n' ride facility within downtown La Pine to encourage easier use of transit and to provide transit hub closer to downtown (as oppose the Wickiup park n ride)

Source: https://www.lapineoregon.gov/sites/default/files/fileattachments/public_works/page/734/final_transportation_system_plan_small.pdf (Page 17)

The 2013 TSP also outlines the need for a transportation "tool box of measurements" to guide transportation planning in the future. One of those measures is an overall increase in active transportation, which includes biking, walking, and transit. The new La Pine Station would include bicycle and pedestrian facilities to encourage all modes of transport to and from the station.

Source:

https://www.lapineoregon.gov/sites/default/files/fileattachments/public_works/page/734/final_transportation_system_plan_small.pdf (Page 79)

Cascades East Transit is currently updating its 2013 Regional Transit Master plan, which will also include updates to La Pine's Station and future connectivity possibilities.

17. What is the minimum award amount that will still allow your project to proceed?

Enter an amount in dollars.

\$697,449.15. The overall project cost on the budget spreadsheet includes a 20% contingency cost (\$130,145.83)

18. Select the fund source(s) that you think best aligns with your application.

Check all that apply

- STIF Discretionary
 STIF Intercommunity Discretionary
 FTA Section 5311 (f) Intercity Discretionary

Equity and Public Transportation Service to Low Income Households

(Score weights: Discretionary = 20%, STN = 10%)

19. Describe how the project supports and improves access for vulnerable populations.

La Pine has a population of 21.2% living at or below the poverty level.

In addition, the percentage of households below 200% of the federal poverty level within the City of La Pine Census Tracts (2, 3) is 54%, which is 20% higher than the State of Oregon's average. Therefore, the station will primarily serve low-income residents.

La Pine also sits 35 miles south of the City of Bend, which provides employment and medical facilities to many of the residents of La Pine. Thus, the transit connection to and from Bend is crucial to the economic livelihood of La Pine residents.

In addition to fixed-route services which serve the current La Pine bus stop (as is), Cascades East Transit also provides on-demand rides for those who need door-to-door transportation.

Coordination of Public Transportation Services

(Score weights: Discretionary = 10%, STN = 30%)

20. Describe how the project is a collaboration of multiple agencies or involves consolidation, coordination, or resource sharing between agencies.

The agencies involved in this project include the City of La Pine, residents of La Pine, Oregon's Department of Transportation, Cascades East Transit (a division of Central Oregon's Intergovernmental Council), and the University of Oregon.

As for specific roles and responsibilities:

City of La Pine is leading the effort in gathering public input and coordinating multiple open houses and council meetings for the La Pine Station project. The City of La Pine is also working directly with the City's contracted engineering and architecture firm, who will design and prepare bid documents for the facility.

La Pine residents are contributing ideas and thoughts on what they would like to see come out of the transit hub. They recently voted on naming the new development, "The La Pine Station."

Oregon's Department of Transportation is providing guidance on grant requirements and the regional role this station will play in Central Oregon.

Cascades East Transit is coordinating planning efforts between all identities involved, as well as serving as the main public transportation service provider.

The City of La Pine was the first small city chosen for the University of Oregon Sustainable City Year Program. Several classes were involved in the planning and providing input on the architectural drawings, gathering community support and assembling demographic and survey data.

Statewide Transit Network

(Score weights: Discretionary = 10%, STN = 30%)

21. Describe how the project supports and improves the utility of the statewide transit network, improves the passenger experience, benefits multiple transit providers, and/or creates a foundation for future statewide transit network improvements.

The La Pine Station will serve as the only transit hub in southern Deschutes County, as well as southern Oregon.

Although Cascades East Transit will be the primary transit agency servicing the area, The High Desert POINT will also be utilizing the station's location, which provides transportation from Chemult, Oregon (which also has a train station serving Amtrak) to Redmond, Oregon.

With regards to possible future services, there is the possibility of Central Oregon Breeze expressing interest in traveling to La Pine, which now currently terminates in Bend, Oregon. Also, as part of the 2019 Regional Transit Master Plan and Statewide Improvement Transportation Fund projects, possible service to Sunriver from La Pine is also in discussion.

The station is also designed to serve future last-mile micro transit needs, such as cab services and transportation network companies.

Funding and Strategic Investment

(Score weights: Discretionary = 20%, STN = 10%)

22. Describe how project match requirements will be met or exceeded. If this project will last beyond the 19-21 biennium, describe the plan for ongoing funding including match.

Describe why investment in this project makes sense both from the perspective of current need and long term Oregon transit needs.

See attached letter of support describing match.

23. Does this project depend on other funding sources including other discretionary grant processes whose outcomes are uncertain?

If yes, identify the fund source and anticipated timing of funding certainty. If no, write N/A.

N/A

Environmental and Public Health

(Score weights: Discretionary = 15%, STN = 10%)

24. Describe how the project reduces greenhouse gas emissions, reduces pollution, and/or supports positive health outcomes.

With regards to reductions in greenhouse gas emissions and pollution, the station is designed to encourage multi-modal transportation, particularly with the new park n' ride facility, walking paths, and bicycle facilities. To add, newly striped bike lanes were added along 97, adjacent to the station's property. The project also includes a vehicle electric charging station.

Safety, Security, and Community Livability

(Score weights: Discretionary = 25%, STN = 10%)

25. Describe how the project increases use and participation in active transportation, including public transportation.

As the station is designed to encourage multi-modal transportation, active transportation such as walking and biking will be encouraged through the new amenities that are included in the scope of the project. There is an expectation that these facilities will also increase choice-riders to the public transportation station, who may not have considered transit prior to the existence of the new facility.

26. Describe how the project supports and improves safety of passengers in transit vehicles and safety of other roadway users.

The construction of the La Pine Station coincides with the construction (and completion) of the streetscape project along U.S. 97. Specifically, in 2018 17 miles of U.S. 97 from the Sunriver Interchange (MP 152.5) to OR 31 (MP 170) was repaved. Sidewalks and streetscape elements on the west side of U.S. 97 between 3rd Street and 6th Street were built.

Pedestrian safety crossings along U.S. 97 are underway, and involve installing rapid rectangular flashing beacons and raised medians at 4th Street and Morson/Finley Butte Avenue. There were upgrades to curb ramps for ADA standards on both sides of highway between 1st Street and 6th Street. Improvements were made at the intersections of US 97/Vandevent Road and US 97/OR 31 through signing and other minor safety measures. Upgrades were also made to signs and guardrails, as necessary, and rumble strips and durable striping installed.

With all of these safety measurements in place, it is critical that the La Pine Station facility mirror the recent efforts made along the adjacent roadway.

Capital Assets

Capital assets are items that cost at least \$5,000 and have a useful life of at least 3 years.

27. Describe proposed capital purchases. Enter asset details in the Budget and Project Tables tab.

For capital construction projects, additional documentation will be required in the Document Upload tab. See guidance for more information. If no capital assets are included in your application, write N/A. Design/Engineering/Planning is estimated at \$44,000.00 of the project.

Site Preparation, Demolition and Earthwork (on-site and off-site), which includes mobilization, traffic control, construction staking, and clearing is estimated at \$101,722.65.

Proposed off-site features, which includes curbing, sidewalks, concrete, catch basins, and drain pipes are estimated at \$45,008.00.

On-Site Features which include all curbing, drain basins, sewer/septic materials, lighting, restrooms, bike racks, bike fix-it sections, picnic tables, trash receptacles, etc.

This spreadsheet is attached to the grant application and line items each cost.

Budget and Project Tables [top](#)

Project Category and Fund Source

Project Category	Project Cost	Other Fund Source (Federal)	Other Fund Source (State)	Other Fund Source (Local)	Other Fund Source (Other)	Project Category Totals
Vehicle Purchase - Expansion	\$	\$	\$	\$	\$	\$ 0
Vehicle Purchase - Replacement or Right-Sizing	\$	\$	\$	\$	\$	\$ 0
Equipment Purchase	\$	\$	\$	\$	\$	\$ 0
Facility Purchase	\$ 827,595	\$	\$	\$	\$	\$ 827,595
Signs/Shelters Purchase	\$	\$	\$	\$	\$	\$ 0
Planning	\$	\$	\$	\$	\$	\$ 0
Project Administration	\$	\$	\$	\$	\$	\$ 0
Operating	\$	\$	\$	\$	\$	\$ 0
Preventive Maintenance	\$	\$	\$	\$	\$	\$ 0
Mobility Management	\$	\$	\$	\$	\$	\$ 0
Total	\$ 827,595	\$ 0	\$ 0	\$ 0	\$ 0	\$827,595

Project Totals and Match Rate

Fund Source	Total Project Amount (Grant Amount + Match Amount)	Match Rate	Grant Amount	Match Amount	Match Sources	Overmatch Amount (If Any)	Match Funding is available if project is awarded?	Date match available	% of Funds used for Demand Response Transportation	% of Funds used for Fixed Route Transportation
STIF Discretionary - All Project Categories (20% Match)	\$	%	\$ 0	\$ 0	Text	\$	Yes/No	xx/xx/xxxx	%	100 %
STIF Discretionary - All Project Categories, Qualified Projects (10% Match)	\$ 827,595	10 %	\$ 744,835	\$ 82,759	City of La Pine Text	\$	Yes/No	xx/xx/xxxx	%	100 %
STIF Intercommunity Discretionary - All Project Categories (20% Match)	\$	%	\$ 0	\$ 0	Text	\$	Yes/No	xx/xx/xxxx	%	100 %
STIF Intercommunity Discretionary - All Project Categories, Qualified Projects (10% Match)	\$	%	\$ 0	\$ 0	Text	\$	Yes/No	xx/xx/xxxx	%	100 %
5311 (f) Intercity - Operating (50% Match)	\$	%	\$ 0	\$ 0	Text	\$	Yes/No	xx/xx/xxxx	%	100 %
5311 (f) Intercity - Capital, Planning, Project Administration, Preventive Maintenance, Mobility Management (20% Match)	\$	%	\$ 0	\$ 0	Text	\$	Yes/No	xx/xx/xxxx	%	100 %

Vehicle Purchase

Vehicle Purchase	Vehicle Purchase Type	VIN of vehicle being replaced	Make	Model	Vehicle Category	Quantity	Unit Cost	Total Cost	Seats	ADA Stations	Seats w/ADA Stations Deployed	Fuel Type	Estimated Order Date	Estimated Delivery Date	Mileage	Date of Reading	Seller	Vehicle Condition
Vehicle Purchase 1	Expansion/Replacement	Only answer if replacing vehicle	Text	Text	Select Letter (A-E)	#	\$	\$ 0	#	#	#	G/D/BD/E/HG/CNG/OF	xx/xx/xxxx	xx/xx/xxxx	Only answer if purchasing used vehicle	Only answer if purchasing used vehicle	Only answer if purchasing used vehicle	Only answer if purchasing used vehicle
Vehicle Purchase 2	Expansion/Replacement	Only answer if replacing vehicle	Text	Text	Select Letter (A-E)	#	\$	\$ 0	#	#	#	G/D/BD/E/HG/CNG/OF	xx/xx/xxxx	xx/xx/xxxx	Only answer if purchasing used vehicle	Only answer if purchasing used vehicle	Only answer if purchasing used vehicle	Only answer if purchasing used vehicle
Vehicle Purchase 3	Expansion/Replacement	Only answer if replacing vehicle	Text	Text	Select Letter (A-E)	#	\$	\$ 0	#	#	#	G/D/BD/E/HG/CNG/OF	xx/xx/xxxx	xx/xx/xxxx	Only answer if purchasing used vehicle	Only answer if purchasing used vehicle	Only answer if purchasing used vehicle	Only answer if purchasing used vehicle
Vehicle Purchase 4	Expansion/Replacement	Only answer if replacing vehicle	Text	Text	Select Letter (A-E)	#	\$	\$ 0	#	#	#	G/D/BD/E/HG/CNG/OF	xx/xx/xxxx	xx/xx/xxxx	Only answer if purchasing used vehicle	Only answer if purchasing used vehicle	Only answer if purchasing used vehicle	Only answer if purchasing used vehicle
Vehicle Purchase 5	Expansion/Replacement	Only answer if replacing vehicle	Text	Text	Select Letter (A-E)	#	\$	\$ 0	#	#	#	G/D/BD/E/HG/CNG/OF	xx/xx/xxxx	xx/xx/xxxx	Only answer if purchasing used vehicle	Only answer if purchasing used vehicle	Only answer if purchasing used vehicle	Only answer if purchasing used vehicle
Vehicle Purchase 6	Expansion/Replacement	Only answer if replacing vehicle	Text	Text	Select Letter (A-E)	#	\$	\$ 0	#	#	#	G/D/BD/E/HG/CNG/OF	xx/xx/xxxx	xx/xx/xxxx	Only answer if purchasing used vehicle	Only answer if purchasing used vehicle	Only answer if purchasing used vehicle	Only answer if purchasing used vehicle
Vehicle Purchase 7	Expansion/Replacement	Only answer if replacing vehicle	Text	Text	Select Letter (A-E)	#	\$	\$ 0	#	#	#	G/D/BD/E/HG/CNG/OF	xx/xx/xxxx	xx/xx/xxxx	Only answer if purchasing used vehicle	Only answer if purchasing used vehicle	Only answer if purchasing used vehicle	Only answer if purchasing used vehicle
Vehicle Purchase 8	Expansion/Replacement	Only answer if replacing vehicle	Text	Text	Select Letter (A-E)	#	\$	\$ 0	#	#	#	G/D/BD/E/HG/CNG/OF	xx/xx/xxxx	xx/xx/xxxx	Only answer if purchasing used vehicle	Only answer if purchasing used vehicle	Only answer if purchasing used vehicle	Only answer if purchasing used vehicle
Vehicle Purchase 9	Expansion/Replacement	Only answer if replacing vehicle	Text	Text	Select Letter (A-E)	#	\$	\$ 0	#	#	#	G/D/BD/E/HG/CNG/OF	xx/xx/xxxx	xx/xx/xxxx	Only answer if purchasing used vehicle	Only answer if purchasing used vehicle	Only answer if purchasing used vehicle	Only answer if purchasing used vehicle
Vehicle Purchase 10	Expansion/Replacement	Only answer if replacing vehicle	Text	Text	Select Letter (A-E)	#	\$	\$ 0	#	#	#	G/D/BD/E/HG/CNG/OF	xx/xx/xxxx	xx/xx/xxxx	Only answer if purchasing used vehicle	Only answer if purchasing used vehicle	Only answer if purchasing used vehicle	Only answer if purchasing used vehicle

Vehicle Replacement Information

Vehicles to Be Replaced	Year	Make	Model	Vehicle Category	VIN	Seats	ADA Stations	Seats with ADA Stations Deployed	Fuel Type	Vehicle Mileage	Disposal Type	Vehicle Condition	Vehicle Maintenance History
Vehicle Replaced 1	xxxx	Text	Text	Select Letter (A-E)	17 digits	#	#	#	G/D/BD/E/HG/CNG/OF	#	Sale/Donate/Salvage	Good/Adequate/Marginal/Poor	Also include Right-sizing justification if applicable.
Vehicle Replaced 2	xxxx	Text	Text	Select Letter (A-E)	17 digits	#	#	#	G/D/BD/E/HG/CNG/OF	#	Sale/Donate/Salvage	Good/Adequate/Marginal/Poor	Also include Right-sizing justification if applicable.
Vehicle Replaced 3	xxxx	Text	Text	Select Letter (A-E)	17 digits	#	#	#	G/D/BD/E/HG/CNG/OF	#	Sale/Donate/Salvage	Good/Adequate/Marginal/Poor	Also include Right-sizing justification if applicable.
Vehicle Replaced 4	xxxx	Text	Text	Select Letter (A-E)	17 digits	#	#	#	G/D/BD/E/HG/CNG/OF	#	Sale/Donate/Salvage	Good/Adequate/Marginal/Poor	Also include Right-sizing justification if applicable.
Vehicle Replaced 5	xxxx	Text	Text	Select Letter (A-E)	17 digits	#	#	#	G/D/BD/E/HG/CNG/OF	#	Sale/Donate/Salvage	Good/Adequate/Marginal/Poor	Also include Right-sizing justification if applicable.
Vehicle Replaced 6	xxxx	Text	Text	Select Letter (A-E)	17 digits	#	#	#	G/D/BD/E/HG/CNG/OF	#	Sale/Donate/Salvage	Good/Adequate/Marginal/Poor	Also include Right-sizing justification if applicable.

Vehicle Replaced 7	xxxx	Text	Text	Select 17 Letter (A-E) digits	#	#	#	G/D/BD/E/HG/CNG/OF	#	Sale/Donate/Salvage	Good/Adequate/Marginal/Poor	Also include Right-sizing justification if applicable.
Vehicle Replaced 8	xxxx	Text	Text	Select 17 Letter (A-E) digits	#	#	#	G/D/BD/E/HG/CNG/OF	#	Sale/Donate/Salvage	Good/Adequate/Marginal/Poor	Also include Right-sizing justification if applicable.
Vehicle Replaced 9	xxxx	Text	Text	Select 17 Letter (A-E) digits	#	#	#	G/D/BD/E/HG/CNG/OF	#	Sale/Donate/Salvage	Good/Adequate/Marginal/Poor	Also include Right-sizing justification if applicable.
Vehicle Replaced 10	xxxx	Text	Text	Select 17 Letter (A-E) digits	#	#	#	G/D/BD/E/HG/CNG/OF	#	Sale/Donate/Salvage	Good/Adequate/Marginal/Poor	Also include Right-sizing justification if applicable.

Equipment, Bus Stop Amenities, and Other Assets

Equipment, Signs, Shelters, Facilities, Land	Item Description	Model Number	Quantity	Estimated Unit Cost	Total Cost	Expected Order Date	Expected Item Delivery Date	Location	Lot Size	Square Footage	If breaking ground, have you filled out DCE?
Row 1	Bike Racks	Text	4 #	\$ 400	\$ 1,600	xx/xx/xxxx	xx/xx/xxxx				e If Applicable
Row 2	Bike Fix It Station	Text	1 #	\$ 1,000	\$ 1,000	xx/xx/xxxx	xx/xx/xxxx				e If Applicable
Row 3	Park And Ride Parking Spaces	Text	14 #	\$ 24,708	\$ 345,912	xx/xx/xxxx	xx/xx/xxxx				e If Applicable
Row 4	Electric Vehicle Charging Station	Text	1 #	\$ 15,000	\$ 15,000	xx/xx/xxxx	xx/xx/xxxx				e If Applicable
Row 5	2 unit Restroom (Includes sewer lateral line and septic and water service)	Text	1 #	\$ 146,250	\$ 146,250	xx/xx/xxxx	xx/xx/xxxx				e If Applicable
Row 6	Trash receptacles	Text	3 #	\$ 400	\$ 1,200	xx/xx/xxxx	xx/xx/xxxx				e If Applicable
Row 7	Lighting (includes pole foundations, conduit and wiring)	Text	4 #	\$ 10,805	\$ 43,220	xx/xx/xxxx	xx/xx/xxxx				e If Applicable
Row 8	Text		#	\$ 0	\$ 0	xx/xx/xxxx	xx/xx/xxxx				e If Applicable
Row 9	Text		#	\$ 0	\$ 0	xx/xx/xxxx	xx/xx/xxxx				e If Applicable
Row 10	Text		#	\$ 0	\$ 0	xx/xx/xxxx	xx/xx/xxxx				e If Applicable

Document Upload [top](#)

Documents Requested *	Required?	Attached Documents *
Document 1		Letter of support and match from City of La Pine
Document 2		Letter of Support Parks and Recreation
Document 3		Letter of Support Chamber of Commerce
Document 4		Letter of support EDCO
Document 5		Letter of support CET
Document 6		La Pine Station Cost Estimate - budget
Document 7		Conceptual Drawing of La Pine Station
Document 8		Relinquishment Deed-La Pine Station
Document 9		
Document 10		

* ZoomGrants™ is not responsible for the content of uploaded documents.

Application ID: 134051

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RAIL AND PUBLIC TRANSIT DIVISION OREGON DEPARTMENT OF TRANSPORTATION

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation, Rail and Public Transit Division, hereinafter referred to as "State," and **City of La Pine**, hereinafter referred to as "Recipient," and collectively referred to as the "Parties."

AGREEMENT

1. **Effective Date.** This Agreement shall become effective on the later of **October 1, 2019** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or before **June 30, 2021** (Expiration Date). No Grant Funds are available for any expenditures after the Expiration Date. State's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 6.b.iv of this Agreement.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A: Project Description and Budget

Exhibit B: Financial Information

Exhibit C: Insurance Requirements

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits; Exhibit A; Exhibit B; Exhibit C.

3. **Project Cost; Grant Funds.** The total project cost is estimated at **\$827,596.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$744,836.00** in Statewide Transportation Improvement Funds for eligible costs described in Section 6 hereof.
4. **Project.** The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by State by amendment pursuant to Section 11.d hereof.
5. **Progress Reports.** Recipient shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at <http://www.oregon.gov/odot/pt/>. If Recipient is unable to access OPTIS, reports must be delivered to ODOTPTDReporting@odot.state.or.us. Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be necessary to comply with federal or state reporting requirements.
6. **Disbursement and Recovery of Grant Funds.**
 - a. **Disbursement Generally.** State shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Fund amount provided in Section 3. Reimbursements shall be made by State within 30 days of State's approval of a request for reimbursement from Recipient using a format that is acceptable to State. Requests for reimbursement must be entered into OPTIS or delivered to ODOTPTDReporting@odot.state.or.us. Eligible costs are the reasonable and necessary costs incurred by Recipient, or under a subagreement described in Section 9 of this Agreement, in performance of the Project and that are not excluded from reimbursement by State, either by this Agreement or by exclusion as a

result of financial review or audit.

- b. **Conditions Precedent to Disbursement.** State's obligation to disburse Grant Funds to Recipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
 - i. State has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - ii. Recipient is in compliance with the terms of this Agreement.
 - iii. Recipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
 - iv. Recipient has provided to State a request for reimbursement using a format that is acceptable to and approved by State. Recipient must submit its final request for reimbursement following completion of the Project and no later than 60 days after the Expiration Date. Failure to submit the final request for reimbursement within 60 days after the Expiration Date could result in non-payment.
 - c. **Recovery of Grant Funds.** Any funds disbursed to Recipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement must be returned to State. Recipient shall return all Misexpended Funds to State promptly after State's written demand and no later than 15 days after State's written demand. Recipient shall return all Unexpended Funds to State within 14 days after the earlier of expiration or termination of this Agreement.
7. **Representations and Warranties of Recipient.** Recipient represents and warrants to State as follows:
- a. **Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Recipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.
 - b. **Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
 - c. **No Solicitation.** Recipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements, except as permitted by applicable law. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
 - d. **No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from any federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify State immediately if it is debarred, suspended or otherwise excluded by any state or federal agency or if circumstances change that may affect this status, including without limitation upon any relevant

indictments or convictions of crimes.

The warranties set in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

8. **Records Maintenance and Access; Audit.**

- a. **Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall require that each of its subrecipients and subcontractors complies with these requirements. State, the Secretary of State of the State of Oregon (Secretary) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, State, the Secretary and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of State and the Secretary to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.
- b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Expiration Date. If there are unresolved audit questions at the end of the six-year period, Recipient shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by State under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit State to verify how the Grant Funds were expended.
- d. **Audit Requirements.**
 - i. Recipient shall, at Recipient's own expense, submit to State, Public Transit Division, 555 13th Street NE, Suite 3, Salem, Oregon, 97301-4179 or to ODOTPTDreporting@odot.state.or.us, a copy of, or electronic link to, any annual audit covering the funds expended under this Agreement by Recipient or a party to any subagreement with Recipient, as well as the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.
 - ii. Recipient shall save, protect and hold harmless State from the cost of any audits or special investigations performed by the Secretary with respect to the funds expended under this Agreement. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and State.

9. **Recipient Subagreements and Procurements**

- a. **Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, "subagreements") for performance of the Project.
 - i. All subagreements must be in writing executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
 - ii. Recipient agrees to provide State with a copy of any signed subagreement upon request by State. Any substantial breach of a term or condition of a subagreement relating to funds covered by this Agreement must be reported by Recipient to State within ten (10) days of its being discovered.

b. Subagreement indemnity; insurance.

Recipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Recipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the other party to Recipient's subagreement(s) from and against any and all Claims.

Any such indemnification shall also provide that neither Recipient's subrecipient(s), contractor(s) nor subcontractor(s) (collectively "Subrecipients"), nor any attorney engaged by Recipient's Subrecipient(s), shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's Subrecipient is prohibited from defending State or that Recipient's Subrecipient 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 Recipient's Subrecipient if State elects to assume its own defense.

Recipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement.

c. Procurements.

i. Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, as applicable, including all applicable provisions of the Oregon Public Contracting Code and rules. Procurements of rolling stock, facilities and personal services for any amount, and all procurements for an amount greater than \$100,000 must be approved by State prior to solicitation.

ii. Recipient shall complete all purchases, including installation, and all construction of capital assets funded under this Agreement prior to the Expiration Date of this Agreement. If local circumstances prevent purchase, installation, or construction by the specified date, Recipient will notify State in writing of the circumstances regarding the delay. Such notification must be received at least forty-five (45) days prior to the expiration of the Agreement. Agreement amendment for time will be considered in extenuating circumstances.

d. STIF Procurements

Pursuant to Oregon Administrative Rule (OAR) 732-044-0050(6)
Recipient shall:

- i. Establish useful life standards for capital assets acquired pursuant to STIF Discretionary grant agreements which meet or exceed the duration of those established by State.
- ii. Use State's published procedures or substantially similar procedures and ensure that Sub-Recipients use the same procedures for the disposition of capital assets acquired with STIF funds.
- iii. Retain the net proceeds from a sale or other disposition of a capital asset to reinvest in a future STIF capital project or return the net proceeds to State. Net proceeds are the disposal proceeds less original value, depreciation, and disposal costs. If

non-STIF funds were used in the original purchase, only the proportion representing the STIF contribution to the purchase is subject to this rule.

- iv. Establish written procedures to ensure that a capital asset is maintained in safe operating condition.
- v. Maintain insurance coverage, or require Sub-Recipients to maintain insurance coverage that meets or exceeds the standards in Oregon Revised Statutes (ORS) 806.070.
- vi. Ensure that vehicles purchased in whole or in part with STIF funds are titled with the Oregon Department of Transportation Driver and Motor Vehicle Service Division pursuant to ORS 803.045 and supporting rules, with ODOT Rail and Public Transit Division listed as a security interest holder, subject to the following additional requirements:

If the vehicle is registered in the name of a Sub-Recipient receiving the vehicle, and the Sub-Recipient is not a Qualified Entity (OAR 732-040-005(26)) or Public Transportation Service Provider (OAR 732-040-005(25)), then the Qualified Entity or Public Transportation Service Provider must be listed on the vehicle title as the primary security interest holder.

If the vehicle was purchased with federal funds in addition to STIF funds, and the federal funding source requires the vehicle to be titled otherwise than provided in this rule, then the federal titling requirements prevail.

10. Termination

- a. **Termination by State.** State may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by State in such written notice, if:
 - i. Recipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Recipient is, for any reason, rendered improbable, impossible, or illegal; or
 - ii. State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
 - iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
 - iv. The Project would not produce results commensurate with the further expenditure of funds; or
 - v. Recipient takes any action pertaining to this Agreement without the approval of State and which under the provisions of this Agreement would have required the approval of State.
- b. **Termination by Recipient.** Recipient may terminate this Agreement effective upon delivery of written notice of termination to State, or at such later date as may be established by Recipient in such written notice, if:
 - i. The requisite local funding to continue the Project becomes unavailable to Recipient; or
 - ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- c. **Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms

of this Agreement.

11. General Provisions

- a. **Contribution.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Recipient with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which State is jointly liable with Recipient (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.

With respect to a Third Party Claim for which Recipient is jointly liable with State (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

- b. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- c. **Reserved.**
- d. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- e. **Duplicate Payment.** Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- f. **No Third Party Beneficiaries.** State and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is

individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

Recipient acknowledges and agrees that the Federal Government, absent express written consent by the Federal Government, is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Recipient, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from this Agreement.

- g. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Recipient Contact or State Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 11.g. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.
- h. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between State (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, WAIVES ANY OBJECTION TO VENUE, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.
- i. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- j. **Insurance; Workers' Compensation.** All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- k. **Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of State. Recipient has no right or authority to incur or create any obligation for or legally bind State in any way. State cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of State, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- l. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties

shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

- m. **Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- n. **Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Recipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

The Parties, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

The Oregon Transportation Commission on October 20, 2010, approved Delegation Order Number OTC-01, which authorizes the Director of the Oregon Department of Transportation to administer programs related to public transit.

On March 1, 2012, the Director approved Delegation Order Number DIR-04, which delegates the authority to approve this Agreement to the Rail and Public Transit Division Administrator.

SIGNATURE PAGE TO FOLLOW

City of La Pine, by and through its

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By _____
Recipient's Legal Counsel

Date _____

Recipient Contact:

Melissa Bethel
PO Box 3055
La Pine, OR 97739
1 (541) 536-1432
mbethel@lapineoregon.gov

State Contact:

Theresa Conley
555 13th Street NE
Salem, OR 97301-4179
1 (541) 388-6250
theresa.l.conley@odot.state.or.us

State of Oregon, by and through its
Department of Transportation

By _____
H. A. (Hal) Gard
Rail and Public Transit Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____ Theresa Conley

Date _____ 09/06/2019

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$150,000)

By _____
Assistant Attorney General

Name _____ Sam Zeigler by email
(printed)

Date _____ 09/20/2019

EXHIBIT A
Project Description and Budget

Project Description/Statement of Work

Project Title: STIF Disc City of La Pine 33766				
<i>Construction of one new transit facility (La Pine Station)</i>				
Item #1: Maintenance Facility				
	Total	Grant Amount	Local Match	Match Type(s)
	\$827,596.00	\$744,836.00	\$82,760.00	Local
Sub Total	\$827,596.00	\$744,836.00	\$82,760.00	
Grand Total	\$827,596.00	\$744,836.00	\$82,760.00	

1. BACKGROUND

In the 2017 legislative session, the Oregon Legislature passed House Bill 2017, the Statewide Transportation Improvement Fund (STIF). The bill designated nine percent of the total funds appropriated to be awarded to eligible Public Transportation Service Providers (PTSPs) based on a competitive grant process. This nine percent is divided into a five-percent share for STIF Discretionary projects and a four-percent share for STIF Intercommunity Discretionary projects. This Agreement describes the duties and responsibilities of State and Recipient in the management and proper use of STIF funds or 5311(f) funds and the associated reporting requirements.

2. PROJECT DESCRIPTION

This Agreement funds a transit facility construction project. The project is located at 51487 Hwy 97, La Pine, Oregon. The purpose of the facility is to serve as a multimodal transportation hub and to enhance access to public transportation. The project will fund installation of a restroom, lighting, bike racks, picnic tables or benches, trash receptacles, and onsite infrastructure including, but not limited to, water and wastewater utilities, pedestrian facilities, electrical utilities, and other infrastructure necessary to put the facility into service.

Associated services, permits, and equipment clearly needed to put the facility into service, costs incurred from the procurement process, delivery charges, and post-delivery inspections are included in the reimbursable expenses associated with this Agreement.

3. PROJECT DELIVERABLES, TASKS and SCHEDULE

Recipient will submit a site plan and a narrative describing the proposed project, as well as a map or drawing showing placement of any signs and other structures included in the project. Recipient will submit certification attesting that all applicable federal, state, and local environmental and regulatory permitting requirements have been met. The certification shall include a list of applicable environmental documentation and permits, permitting or regulatory authority, and date of acceptance or approval. This list includes, but is not limited to, land use and building permits, inspections, and occupancy permits, as applicable.

Recipient must notify State prior to breaking ground on construction of this project.

Either an on-site visual walk-through by State staff or photos of installations must be provided prior to final payment.

Recipient will hire a professional project manager as part of the project if current staff does not have experience in managing complex construction projects. Project management costs are eligible for reimbursement in this Agreement.

Recipient agrees to complete and maintain a facilities maintenance plan compliant with FTA

Transit Asset Management rules 49 CFR part 625. The plan shall include, but not be limited to, all major components of the facility and the associated maintenance schedules for those components. Recipient shall supply State with the facility maintenance plan upon request.

By accepting the terms and conditions of this Agreement, Recipient agrees to file with the local jurisdiction a restrictive covenant on the property deed and provide a copy of the recorded document to State. Receipt of the recorded copy is required prior to final payment of project costs by State to Recipient.

Project Schedule:

1. Project preparation, including architecture and engineering plans and documents in preparation for construction which may include time and costs incurred for environmental work and local permits.

Estimated completion date: February 2020

2. Preparation of procurement and bid documents.

Estimated completion date: April 2020

3. Bid and award for construction.

Estimated completion date: May 2020

4. Project construction, including, but not limited to, site preparation, demolition, earthwork, curbs, sidewalks, drainage, and installation of all on-site amenities including a restroom, lighting, bike racks, benches or picnic table(s), and trash receptacles. This includes all phases of construction funded in this Agreement.

Estimated completion date: October 2020

5. Project completion.

Estimated completion date: November 2020

Recipient, in the performance of this Project, shall document steps taken to improve accessibility of public transportation for vulnerable populations. Vulnerable populations include low-income individuals or households, veterans, Tribal communities or groups, individuals of age 65 and older, individuals with disabilities, and individuals with limited English proficiency. Information on this topic shall be provided to State through reporting.

4. PROJECT ACCOUNTING and SPENDING PLAN

Recipient retains authority over costs and allocations of STIF funds within the guidelines established by Oregon Revised Statutes (ORS) 184.751 through 184.758 and Oregon Administrative Rules (OAR) Chapter 732.

In-kind matching funding is allowed for labor and other donated equipment, materials, and services if otherwise allowed and not used as matching funding for any other agreement or contract. In-kind contributions must be documented with the date and value of the contribution. Administration and facility contributions are documented by percentage of contribution directly attributed to the project.

Purchases or charges that are otherwise paid for in other agreements or contracts are excluded.

This project was awarded at a 10 percent match reduction for projects benefitting the statewide transit network. Recipient must maintain open and transparent satisfaction of one or more of the four match reduction factors identified in OAR 732-044-0005(4)(a)(A-D). Failure to satisfy at least one of these four factors will result in the Recipient being required to match 20 percent of the total project cost identified in the Agreement. This determination will be made on an annual

basis following review of each quarter 4 Agency Periodic Report (APR) submittal.

5. REPORTING AND INVOICING REQUIREMENTS

Recipient shall provide State with copies of agreement(s) made with Sub-Recipients within 30 days of execution of those agreements. Recipient shall confirm the eligibility of a Sub-Recipient prior to distributing STIF moneys and entering into an agreement with the Sub-Recipient. Recipient shall ensure that Sub-Recipients maintain eligibility throughout the project period.

Per OAR 732-044-0040(1)(a), Recipient shall report on Project progress, outcomes achieved, and expenditures of discretionary STIF funds by itself and its Sub-Recipients. Failure to use STIF funds towards achievement of identified project deliverables may result in the cessation of funding to the Recipient for the remainder of the Agreement period.

Project Progress Reporting

Project progress will be reported quarterly through the Oregon Public Transit Information System (OPTIS) APR and shall include a brief status update for each deliverable. Project reporting should align with project deliverables identified in this Agreement. State will use reporting information to assess Recipient's progress by comparing task-based expenditures to progress on deliverables.

Outcomes Achieved Reporting

Recipient shall report outcomes achieved through project performance. Continued funding under this Agreement is contingent upon reporting of outcomes achieved.

On a quarterly basis, in addition to required elements in the APR, Recipient shall complete a short narrative describing outcomes achieved in performance of the Project.

On a biennial basis, Recipient shall provide additional feedback on outcomes achieved in an attachment to the final APR.

Recipient shall provide additional information on outcomes achieved when and where directed to do so by State in reporting guidance.

Outcomes achieved are defined in State's program guidance and that guidance provides State's expectations surrounding all reporting requirements. For detailed instructions on quarterly, annual, and biennial reporting, refer to State's STIF Discretionary/STN Reporting Guidance document.

Expenditures

Expenditures of discretionary funds will be tracked in OPTIS. Recipient must submit reimbursement requests in OPTIS to receive reimbursement for Project expenditures. Requests for reimbursement for vehicle purchases must include a cover letter and copies of all invoices associated with expenses identified for reimbursement.

Capital Asset Purchases

Recipient shall ensure Satisfactory Continuing Control of capital assets purchased in whole or part under this Agreement while the capital assets are being used for public transportation purposes. Satisfactory Continuing Control means the legal assurance that a capital asset will remain available to be used for its originally authorized purpose throughout its useful life or until disposition.

An inventory of capital assets purchased in whole or in part with STIF funds will be created by State in the OPTIS asset register. The inventory will include a description of the capital asset, the date of purchase, the purchase price, the amount of STIF funds contributed to the purchase, the source of other funds, the authorized use, the Recipient or Sub-Recipient using the capital asset, and the condition of the asset. Recipient shall report quarterly on all capital assets

through the OPTIS APR, providing information relevant to purchased capital assets, including but not limited to, changes to vehicle condition and mileage.

Recipient shall notify State of the sale, transfer, or other disposition of any Capital Asset purchased under this Agreement and shall report the use of proceeds, if any, from the sale to State.

Reporting on Mitigation of Tax Impacts to Low-income Populations

Per OAR 732-040-0025(1), Qualified Entities receiving STIF funds shall submit a report on any actions taken by any PTSP located within the area of the Qualified Entity to mitigate the impact of the STIF tax on passengers who reside in low-income communities. This report must be submitted no later than 60 days after the end of each fiscal year in which the Qualified Entity receives STIF funds.

Recipient shall complete and submit a form detailing any mitigation actions taken by Recipient to the appropriate Qualified Entity no later than 30 days after the end of each Fiscal Year in which the PTSP receives STIF discretionary funds. This form will be provided to Recipient prior to the deadline for submission of the form and will include instructions for the proper completion and submittal of the form.

EXHIBIT B
FINANCIAL INFORMATION

This Agreement is financed by the funding source indicated below:

State Program STF: ORS 391.800 through ORS 391.830 and OAR Chapter 732, Divisions 5, 10, and 30 STIF: ORS 184.758 through ORS 184.766 and OAR Chapter 732, Divisions 040, 042, and 044.	State Funding Agency Oregon Department of Transportation 355 Capitol St. N.E. Salem, OR 97301-3871		Total State Funding \$744,836.00
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Administered By Rail and Public Transit Division 555 13th Street NE Salem, OR 97301-4179
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EXHIBIT C

Insurance Requirements

GENERAL.

Recipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences, and ii) maintain the insurance in full force throughout the duration of the subagreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to State. Recipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Recipient permit work under a subagreement when Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, "first tier" means a subagreement in which the Recipient is a Party.

TYPES AND AMOUNTS.

i. WORKERS COMPENSATION. Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in 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 not less than \$500,000 must be included.

ii. COMMERCIAL GENERAL LIABILITY. Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to State. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by State:

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

iii. AUTOMOBILE Liability Insurance: Automobile Liability. Automobile Liability 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 in not less than the following amounts as determined by State:

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

ADDITIONAL INSURED. The Commercial General Liability Insurance and Automobile Liability insurance must include State, its officers, employees and agents as Additional Insureds but only with respect to the contractor's activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as

professional liability insurance, the contractor shall 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 of the Subcontract, for a minimum of 24 months following the later of: (i) the contractor's completion and Recipient's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the 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 the contractor may request and State may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If State approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE. The contractor or its insurer must provide 30 days' written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

CERTIFICATE(S) OF INSURANCE. Recipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.



CITY OF LA PINE

STAFF REPORT

Meeting Date: October 23, 2019
TO: La Pine City Council
FROM: Melissa Bethel, Staff
SUBJECT: Approval of Chamber TRT accounting and release of quarterly installment.

TYPE OF ACTION REQUESTED (Check one):

- | | | | |
|-------------------------------------|-------------------------|--------------------------|------------------|
| <input type="checkbox"/> | Resolution | <input type="checkbox"/> | Ordinance |
| <input type="checkbox"/> | No Action – Report Only | <input type="checkbox"/> | Public Hearing |
| <input checked="" type="checkbox"/> | Formal Motion | <input type="checkbox"/> | Other/Direction: |

Councilors:

The City annually budgets Transient Room Tax (TRT) dollars to be distributed to the Chamber for use in operating the Visitor Center and other expenses which meet the TRT definition. For the 2019-20 FY the City budget \$65,000.00 (to be distributed quarterly). This year, the City renewed a contract with the Chamber regarding the allotment of Transient Room Tax (TRT) dollars. The contract had not been renewed in several years. A requirement of receiving the next quarterly payment is that the Chamber produce a productivity report and an accounting of the TRT dollars spent. (see section 3.5 of the contract for what is required to be included in the report and accounting). Staff has included an example of what was produced when the Contract was in effect (a copy was also supplied to the Chamber for reference).

If the City Council is in agreement with the materials presented, the next installment will be released to the Chamber.

LA PINE CHAMBER TRT REPORT JAN 1 – JUNE 30, 2009

TRT REVENUE RECEIVED

	Amount	Dispersal Date
	\$11,092.83	01/26/09
	\$7,119.08	04/28/09
Total TRT Revenue	\$18,211.91	

EXPENDITURE OF TRT FUNDS

	\$\$ Expenses Paid	\$\$ Amount of TRT Funds Used	% of Total Expenses Paid by TRT Funds
<i>Visitor Center</i>			
Rent (incl. Sewer & garbage)	\$2,333.04	\$1,166.52	50.0%
Utilities-electric	\$301.43	\$150.70	50.0%
Utilities-Telephone/Fax/internet	\$887.01	\$443.49	50.0%
Insurance-Gen Liability, O.E, W/C	\$1,475.65	\$508.48	34.5%
Salaries-Executive Director	\$10,995.08	\$5,497.54	50.0%
Salaries-Office Manager	\$7,533.51	\$3,766.75	50.0%
Payroll Expenses	\$1,882.01	\$941.00	50.0%
Visitor Water Dispenser	\$79.00	\$79.00	100.0%
Postage-Vistor Packets/Stamps/Meter/Tourism	\$1,351.10	\$494.00	36.6%
Operations (supplies, repairs)	\$2,490.38	\$443.46	17.8%
Copier Maintenance	\$351.27	\$175.63	50.0%
Website	\$750.00	\$592.03	78.9%
Advertising/Other-Tourism	\$532.99	\$232.99	43.7%
Bank Service Charges	\$64.48	\$8.00	12.4%
Accounting Services	\$382.00	\$191.00	50.0%
Credit Card Processing	\$278.10	\$69.53	25.0%
Facilities & Equipment-SnowPlowing	\$87.50	\$43.75	50.0%
Business Registration Fee	\$50.00	\$25.00	50.0%
Office Supplies	\$1,316.54	\$333.54	25.3%
Total Visitor Center Costs	\$33,141.09	\$15,162.41	45.8%
<i>Other Tourism Activities</i>			
Membership Dues-La Pine Rodeo Assn.	\$115.00	\$115.00	100.0%
Membership Dues-State Chamber	\$187.50	\$93.75	50.0%
Tourism Workshop/Conferences/Meetings	\$128.60	\$128.60	100.0%
Dining/Lodging Guide Printing	\$214.36	\$214.36	100.0%
Other Tourism Postage	\$11.62	\$11.62	100.0%
Events-Grants 15th Annual Dixie Land	\$300.00	\$300.00	100.0%
Special Projects-Racks, Signs, Derby, Brochures	\$2,261.16	\$2,161.17	95.6%
WACE Membership Dues	\$50.00	\$25.00	50.0%
Total Other Tourism Activity Costs	\$3,268.24	\$3,049.50	93.3%
EXPENDITURE TOTALS	\$36,409.33	\$18,211.91	50.0%



August 27, 2009

**Greater La Pine Chamber of Commerce & Visitor Center
Semi-Annual 2009 TRT Report
January through June 30, 2009**

The Summer Tourist Season in La Pine is outstanding in 2009. The high volume of tourists moving around and interested in exploring the Central Oregon area are pleasantly surprising in light of the tough economic times we are experiencing. I attribute much of that to the popularity of people staying closer to home on their vacations. The layers of discovery are getting peeled back as people are taking the time to get out of their vehicles, walk the trails and get on the lakes and breathe the air of La Pine and the surrounding area.

In addition to many other projects, the Visitor Center provided the following services in support of tourism. Not all activities are supported by TRT funds, however all work towards improving tourism and economic development in our community:

- **Expanded Visitor Center Hours** – 40 additional hours per month beyond usual operations, including staffing, maintenance, repairs, cleaning, as well as ordering of materials and rotation of out-dated materials was accomplished.
- **“Lodging & RV Parks in La Pine” and “Dining in La Pine”**. Continued distribution and updating of the two La Pine tourism guides “Lodging & RV Parks in La Pine” and “Dining in La Pine”. These 3-fold brochures were developed and designed completely in house and will be updated, printed and redistributed as inventory depletes. The Guides are currently being revised to incorporate street maps in order to make it easier for visitors to find Food and Lodging locations.
- **Procured Placement in Ad Venture Productions Resource Guide...** “A high quality color publication designed to introduce tourists as well as new residents to various communities in Oregon.” This will be produced Fall of ‘09.
- **Mailed 187 Visitor information Packets** (vs. 158 last 6 month report) throughout the US and around the world at a postage cost of \$494.00.
- **Worked with the Cascades Lakes Relay Race**, providing volunteers and communication support in anticipation of their August 2009 event through La Pine. Estimate of 750+ visitors to La Pine, including participants, support teams and organizational support.
- **Provided La Pine tourism promotion for Dixieland Jazz & Friends** participant packets and mailings, \$300 grant.
- **Provided promotion efforts for La Pine** events including Frontier Days, Rodeo, Dixieland Jazz & Friends, Jades Jazz Festival and numerous other events in and around

La Pine. Also promoted East Lake Fishing Derby which was cancelled, but still brought awareness to the Greater La Pine area.

- **Purchased maps and prepared hand-outs for area attractions.** Researched and provided updates on local recreational attractions; access and services. many sourced from Web Sites.
- **Wireless Internet Visitor Access.** Opportunity for visitors to get on the web using their laptop at the Visitor Center.
- **Installed a Computer Terminal with High Speed Internet for use by Visitor Center** Volunteer Greeters in order to respond to Tourist Information Requests, Weather Reports, Local Attractions, Directions and Maps.
- **Participated in meetings with Central Oregon Visitors Association,** Regional Cooperative Marketing Program and Central Oregon Council of Chambers regarding tourism.
- **Updated website calendar** regularly to promote community events schedules.
- **Wrote and edited articles on La Pine at request of outside publications** (i.e., phone books, As Venture Publications, COVA Official Visitor's Guide, and Christmas Valley Tourism Guide.)
- **Continual updating and improvements to Chamber website.**
- Recorded the following tourism-related requests* for the Visitor Center during the reporting period:

Phone calls:	654
Walk-ins:	539

*Numbers are lower than actual due to volunteers and staff who all report inability to keep up with log entries during busy periods.

Submitted by:

Dan Varcoe
Executive Director

Quarterly Report for Visitor Center/ La Pine Chamber

July, August and September 2019

Ann Gawith, Executive Director

During the first quarter of 2019-2020:

The Visitor Center participated in the Frontier Days Celebration with a tourism info booth,

We advocated for our area destinations and businesses by being involved as leaders in the following causes:

We naturally work closely with-

La Pine Frontier Days

KNCP Radio

Sunriver Chamber

- ❖ Cycle Oregon planning and Our Rainy Day Welcome to 1500 cyclists from around the world on the Sept 9-10
- ❖ Pow Wow Planning for the Oct 5th event
- ❖ Attended the regional COVA Branding meeting
- ❖ Deschutes County Fair
- ❖ U of O- Meghan Banks how we can continue our work with marketing programs with student participation
- ❖ Mosquito Festival
- ❖ High Desert Gala
- ❖ COAR Keynote
- ❖ Klamath Falls Innovation Summit
- ❖ Planning for the light parade
- ❖ La Pine Area Child Care Summit on September 26th
- ❖ And between Ann and Teri, we covered other meetings and events that allowed us to be in a leader capacity to promote tourism

In the next quarter, we will be doing the following and whatever demands for time and advocacy come our way:

- October 5th Indian Pow Wow
- State Of Oregon Chamber Conference October 14-16 in Lebanon
- Chamber ribbon cutting for new biz or Grand Openings
- Oregon Media and Central Oregon Film Office October 10 in Bend
- Governor's Market Place October 2 at Tetherow
- La Pine NRA Dinner MC job'
- Tourism Breakfast on October 30th at Bend Riverhouse-

- Ongoing COVA Meetings
- Planning the joint meeting for the La Pine and Sunriver Chambers in January
- Veteran's Day duties and participation
- Planning for the April 2-3 Indian Language Event in La Pine area
- Monthly Meetings with Bend La Pine Schools Re: South County interaction with tourism and education goals
- Light Parade on December 7th
- Planning for Work Force Development Summit on May 7th
- In addition, much more with monthly breakfasts and other events we go to, as advocate for La Pine tourism and economic development.

Thank you,

 10/8/19

Ann Gawith, ED La Pine Chamber of Commerce and Visitor Center

Invoice



Date Invoice #
10/1/2019 2

PO Box 616, La Pine, OR 97739
PH: 541-536-9771 Fax: 541-536-8410
info@lapine.org www.lapine.org

Bill To

City of La Pine
Tracy Read
PO Box 2460
La Pine, OR 97739

Description	Qty	Rate	Amount
Visitor Center Contract quarterly payment from TRT Funds 10/5/19 2nd qtr		16,250.00	16,250.00
		Total	\$16,250.00

La Pine Chamber of Commerce
Visitor Center Profit & Loss
July through September 2019

Ordinary Income/Expense

Income

Visitor Center Income

TRT from City of La Pine	16,250.00
Retail Sales	697.33
Visitors Guide 2018	400.00
Visitors Guide 2019	5,775.00

Total Visitor Center Income 25,498.39

Expense

Visitor's Center Expenses

Program Expense

Advertising	3,112.70
Advertising Events	2,150.00
Grants	1,500.00
Payroll Expense	11,998.13
Visitor Guide	3,000.00
Website	15.00

Visitor's General Operating

Rent	2,200.00
Insurance	150.32
Miscellaneous Operations	1,775.36
Office Equip & Supplies	657.79

Total Expense 26,559.30

GROSS PROFIT -1,060.91

12:14 PM
10/07/19
Cash Basis

La Pine Chamber of Commerce
Advertising for Events
July through September 2019

Date	Name	Memo	Paid Amount
Jul - Sep 19			
09/04/2019	Oregon Festivals& Events	small organization membership	125.00
09/09/2019	City of La Pine	event permit for Oct Pow Wow event	25.00
09/13/2019	Celebrating Traditions*	Powwow October 5, 2019	2,000.00
Jul - Sep 19			<u>2,150.00</u>

12:18 PM
10/07/19
Cash Basis

La Pine Chamber of Commerce
Advertising - Not Events
July through September 2019

Date	Name	Memo	Paid Amount
Jul - Sep 19			
07/09/2019	Celebrating Traditions*	advertising-for the medicine winds	194.50
08/14/2019	Discount Mugs	Cycle Oregon Tags	643.20
08/26/2019	La Pine Lodgepole Dodgers	snowmobile club map advertising	150.00
09/04/2019	Walker Rim Riders	Explore Oregon's Other Crater adv	300.00
09/13/2019	Celebrating Traditions*	Powwow October 5, 2019	1,500.00
09/19/2019	EPG Media	snow goer Nov 2019	325.00
Jul - Sep 19			<u>3,112.70</u>

12:18 PM
10/07/19
Cash Basis

La Pine Chamber of Commerce
TRT Grants
July through September 2019

Date	Name	Memo	Paid Amount
Jul - Sep 19			
09/13/2019	Celebrating Traditions*	Powwow October 5, 2019	1,500.00
Jul - Sep 19			<u>1,500.00</u>



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director@lapine.org

January 20, 2017

Dear Mayor & Council,

As you know, the La Pine Visitor Center operates with funds allocated to us by the city from Transient Room Tax receipts. In order to keep the city informed we have for the past 5 years I have been sending quarterly reports to the City outlining the activities and statistics compiled at our Visitor Center, plus keeping you abreast of our involvement with COVA and Travel Oregon. It is all good information and I will continue to compile it for you, but I want to have the reports going forward contain the information you wish to see in a format you desire. Please review this 6 month report and send comments on anything you would like to see presented differently. I did not send out a 1st quarter FY 16/17 report. Quite frankly time just got away from me as we are so embroiled in the various projects being conducted; I respectfully request changing to a 6mos & year end report.

- ◆ The biggest project we are in the midst of is the Travel Oregon Rural Tourism Studio Accelerator Program. This is a project format that has been utilized throughout the state of Oregon to identify and market specific regions. You may be aware of the Oakridge or John Day projects. They came out of those projects with the "River Canyon Country" and the "Oakridge, Mountain Biking Capital of Oregon" marketing campaigns. As we have already been promoting our region as "Newberry Country", a piece of this was already in place. We started meeting in November with representatives from the tourism industry and others such as the chambers from Sunriver, Christmas Valley, Lakeview & Klamath Falls, the Forest Service, BLM & State Park Dept ... it is a very engaged group that have now formed 2 action committees. One to create a network of industry partners, and one to map the assets of the defined area. What has come from the meetings is a draft proposal for a region called "The Newberry Country Trail". I am attaching the vision that has been created as an overview of the anticipated results of the project. Mayor Scott and City Manager Cory Misley are involved in this project and we are pleased that the city recognizes the potential impact of this project on the economy of La Pine and the surrounding area.
- ◆ The other large project we are currently working on is the creation of a new Visitor's Guide for 2017/2018. We were very pleased with the distribution and feedback from our last guide and hope this one will be as well received. It will feature a totally different "vintage poster" look and will include references to the "Newberry Country Trail" to get folks familiar with the term. Planned availability is the end of March.
- ◆ We are also close to unveiling the new Chamber/Visitor website. This promises to be a great site that will give accessibility for businesses and tourists alike. Planned launch is the end of March.
- ◆ FY 2016/2017—July 2016 thru December 2016— We sent out 56 visitor packets and 5 relocation packets. We had over 750 people come into the visitor center, and took 350 phone calls. We gave out 359 state maps, 35 bicycle maps. Our visitor center continues to grow and thrive. We receive compliments all the time about the size, quality and helpfulness of our visitor center. When the new campaign is in full swing we anticipate being busier than ever.

Sincerely,



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May 3, 2016

To: The City of La Pine City Council & Budget Committee

MORE THAN JUST A VISITOR CENTER! WE ARE YOUR DMO!

The last 4 years have seen many changes for your La Pine Chamber of Commerce & Visitor Center. We have evolved into a true "DMO" (Destination Marketing Organization) for La Pine and the surrounding region. We have leveraged the monies we receive, the many volunteer hours, and the dedicated staff we are so fortunate to have, to be able to take advantage of many marketing opportunities as they have presented themselves. When visitors walk in the door they can see our priority is to provide them with answers to every tourist question they have!

We proudly sit at the table with other regional stakeholders contributing to the COVA (Central Oregon Visitors Association) strategic marketing plan. We were involved in the planning to keep Central Oregon visitors coming during the current Redmond airport closure. We have met with, and promoted Newberry Country to the Oregon Travel Commission on more than one occasion. We are actively promoting our region in partnership with the newly formed Central Oregon Film Office. And we are waiting with great anticipation for news of whether or not we have been chosen to participate in a Travel Oregon Rural Tourism Studio that we have applied for in cooperation with La Pine LED and others. We have a commitment to get La Pine information across the state and beyond!

These are only a few highlights of our efforts. We stay active in the Oregon Chamber of Commerce which gives us insight into the legislative activities that affect business in general, and thus economic development. And make no mistake, Travel and Tourism are huge economic drivers for our region and the state of Oregon!

Our La Pine Visitor Center has become known as one of the biggest and best in the state! We are always receiving amazing comments from our visitors about how wonderful our center is...not to mention how friendly and accommodating our volunteers and staff are...they truly go above and beyond the standards for customer service to make everyone's visit to La Pine a memorable one! All the while, also working with our members to promote businesses and community events.

We have set the bar high to continue our efforts. We are very actively involved in the current Branding Initiative plus the new Business Retention and Expansion effort. And if we should gain participation in the Rural Tourism Studio this will be a many months long effort. In order to keep the standards we have set for ourselves we will need to increase hours for our staff (perhaps at some point adding a staff member). It is costly and necessary. We would also like to increase the amount of dollars spent on actual marketing. We have the opportunity through COVA to utilize their videographer at a reduced rate. We would like to create videos of our larger events to post on the COVA and Travel Oregon websites as well as our own.

Finally, in order to compete in this digital world, we are in need of a new website. A new interactive site would be on a platform that can be managed in-house so we can easily add pictures, video and content. This would be something we can add to and sustain for many years.

For better or worse, La Pine is growing and becoming a true destination. Our Newberry Caldera, proximity to the Oregon Outback and Crater Lake, our inexpensive motels and campgrounds, our friendly people all bring visitors back time and time again. Your La Pine Chamber of Commerce and Visitor Center will always be "Information Central" for tourists and locals alike.

Please consider investing more dollars each year for developing your La Pine Visitor Center.

Executive Director, La Pine Chamber of Commerce & Visitor Center



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TRT Funding - Quarterly Report to the City of La Pine
4th Quarter – January 2015 thru March 2016 - FY15/16

- ◆ In this quarter we sent out 67 vacation packets and 4 relocation packets. We had over 350 calls and 375 walk-ins...a new record! Plus we have given out another 30+ welcome bags. As we have done in the past we tracked how many Oregon State maps were taken from our outside kiosk and the number exceeds 575. Note: We have given out more than 600 maps since the 1st of July! The additional visitor information racks placed on the outside of the building continue to be emptied after-hours and have provided thousands of additional pieces of information for visitors.
- ◆ We received acceptance for the Travel Oregon Rural Tourism Studio Accelerator Program and meetings of the steering committee have begun with the program start being planned for later in October/November. This is an exciting opportunity for our region and will work in tandem with the branding initiative being explored currently.
- ◆ In May, Travel Oregon held a "Town Hall" type of meeting with regional stakeholders to learn of recreational and event opportunities in the region for inclusion in their website and publications. They are certainly paying more attention to Newberry County in the last couple of years. We have become one of their feature destinations in the state. It is a priority for this office to foster this relationship.
- ◆ We attended the Oregon Governor's Conference in Pendleton, April 22-24. Once again we came away from this conference with a renewed appreciation for travel and tourism as an important and essential industry for the entire state of Oregon. It is the leading employer and economic driver for our area certainly.
- ◆ This has been the busiest 4th quarter in the history of our Visitor Center! We continue to hear positive comments about what a beautiful visitor center we have. As for the most part they are travelers passing through, they appreciate that they can pick up brochures for the areas they are heading to, and it gives us the opportunity to tout the charms of our recreation sites. We have steered many a traveler to stay and spend a night with us, or plan a stop on their way back through. People love the hand crafted items and we now have some true souvenir items to offer. We plan to add to this souvenir inventory in the new fiscal year.

Respectfully,

A handwritten signature in cursive script that reads "Ann Jewitt".

Executive Director



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TRT Funding - Quarterly Report to the City of La Pine
4th Quarter/Year End – April thru June 2015 - FY 2014/2015

- ◆ It is interesting to note that the number of visitor's packets sent out went down. I made a call to COVA to see what their take on the number was and they said that they see a downturn as well for this quarter because they feel that people are doing most of their "shopping" for vacations earlier in the year. That coupled with the up turn in website use would explain this. The number of phone-calls has increased substantially, as well as the number of walk-ins. We have found that our Visitor Center attracts a large number of travelers...and the positive and complimentary comments are very gratifying.
- ◆ For the 4th Quarter of 2014/2015 the numbers were as follows:
Phone calls : 379 (average 5+ per day)
Walk-ins: 339 (average 4+per day)
Visitor packets mailed: 46 (\$137.00)
- ◆ The new Visitor's Guide was launched in May with many great comments on it's look, style and content. We sent off several hundred to the various contacts we made at the Governor's Conference in April; plus They have been taken to the Chambers and Visitor Centers all around the region, plus the Redmond Airport. The Forest Service and COVA have said they appreciate our focus on the Newberry Monument and the surrounding area.
- ◆ The new retail center featuring only La Pine made products is officially a hit with visitors and locals. As we are strictly consignment at this point the income is not large, but there is fine potential to add more souvenir type items to create some additional profit. We are working on choosing what those items might be and what the budget will allow.
- ◆ We attended the Oregon Governor's Conference on Tourism April 12-14 and came away with some terrific ideas to leverage the state marketing to include our area. With the launching of our new visitor website, we have been able to create shared links from the COVA and the Travel Oregon websites. What we need is more "visual" content...videos in particular. Our call-outs to Chamber members, etc. has not been effective in this respect, but we are continuing to work on it. Videos are currently the hot ticket on websites. We did host a videographer from the Oregon Travel Council in June; he took many hours of video locally and surrounding areas and will be sharing some of that with us, and we will pass it on to the other big websites.
- ◆ The 2nd Annual Gun & Recreation Show, September 12 & 13, is shaping up nicely with the addition of an "ATV Rally & Poker Run", something that has not been done in our area before and is creating a buzz in the off road community. We are making our way thru the permit maze and have high hopes for this to become a very successful event that will bring in a different crop of visitors, in the "shoulder" season.

Respectfully,

Executive Director



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TRT Funding -
Quarterly Report to the City of La Pine
4th Quarter/Year End - April thru June 2014 - FY 2013/2014

- ◆ This quarter's visitor numbers took a slight upturn as should be expected. Tourist packets were up considerably to a total of 120, with 23 packets being made specially for relocation requests. The requests came from 21 states with the bulk coming from Washington and California, as well as 4 from Canada, and 1 each from Brazil, Finland & the United Kingdom. The Chamber also gave out over 35 welcome bags during this final quarter. The feedback regarding our new Visitor Center has been extremely positive and we have had more visitors than ever before come in.
- ◆ For the 4th Quarter of 2013/2014 the numbers were as follows:
 - Phone calls : 372 (average 6 per day)
 - Walk-ins: 225 (average 4 per day)
 - Visitor packets mailed: 120 (\$355.00)
- ◆ Our booth at the Oregon Governor's Conference on Tourism in April brought a terrific response from the other attendees. We were able to connect with large tour companies and other visitor centers as well as marketing companies, commercial vendors, etc. Our focus was on the Newberry National Monument and we met many people that didn't realize what it was and what a wonderful attraction it was. We were the only Central Oregon Chamber/Visitor Center with a booth, and 1 of only 2 visitor centers statewide, and it was very well received. We have already reserved a space for next year at the conference in Eugene.
- ◆ We are continuing with planning for the 25th Anniversary of the National Monument and have met again with the Monument Manager and others from the Deschutes National Forest to cement plans for the celebration. We have met as well with representatives from the media, COVA and Sunriver Resort to discuss the plans for a region-wide celebration. The 2015/2016 visitor's guide is planned to come out in April/May 2015 and will focus on the attraction and the various celebrations.
- ◆ This year's Frontier Days 4th of July Celebration boasted attendance that almost rivaled the days before the recession. The La Pine Park & Recreation District this year managed the "Where Are You From?" map and conducted a survey of locals and visitors, and once again we were amazed at the number of people visiting from out of state and states as far away as Florida and New York. The La Pine Rodeo had a full house all 3 days.

Year re-cap of activities:

Phone Calls : 1,148

Walk-ins: 859

Visitor packets mailed: 317

Regards,

Director



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La Pine Visitor Center Quarterly & Year-end Report
4th Quarter - April 1 through June 30, 2013
Fiscal Year 2012/2013

We are pleased to say that our new visitor's guide has been extremely well received locally, regionally, and out of the state. We have sent or had staff deliver box quantities of the guide to Grants Pass, Florence, Portland, Hood River, Klamath Falls, Prineville, La Grande, and Baker City, Oregon, as well as a presence in the Redmond Airport, COVA, Visit Bend & Bend Chamber offices and kiosks. We have actively solicited orders from many Oregon visitor centers and visitor centers in Northern California, Washington and Idaho. We are already looking to change some content and other parts of the guide to have ready for distribution next year in the spring.

We continue to send out a record number of relocation and visitor packets that we can happily stock with the new visitor's guide as well as our new La Pine Map. This is the second version of the map that came out last year and we gave out over 5,000 copies of it; this version is of better quality and we are finding it is being utilized not just for the community streets, but for the Cascade Lakes and Oregon Outback maps that are on the reverse side. There is no cost to the Chamber or Visitor Center for this valuable marketing tool; it continues to be surprising the number of requests for an actual hands-on map that we continue to receive in this digital age. In the last quarter we sent out 109 packets at a cost of \$270; we logged 372 phone calls (an average of over 6 per day), and 300 walk-ins (an average of 5 per day) - this brings the total for the year to 1,460 calls / 1,098 walk-ins / 334 packets—\$863.00.

This fiscal year has also been a record year for the amount of funding spent in advertising of our two main events, Frontier Days & Rodeo, and in promoting the area of La Pine and Newberry Country in general. \$3,030.00 spent in promotion of Frontier Days & Rodeo that included radio and print advertising. \$2,325.00 was spent on advertising La Pine in general and was primarily print ads in national magazines such as the RV Journal. This figure also represents a certain amount of actual grant request funds, and those figures are being placed under advertising as the events that were funded included actual ads in their event guides, websites and newsletters and on the racecar itself. The only local groups that made a formal application for grant funding were the Dixieland Jazz Festival, the Bend Bowman for their Super Shoot, and Elliott Racing for the VisitLaPine.com racecar. A total of \$1,200 was spent in general event advertising on state and national event calendar websites and magazines. The Visitor's Guide advertising sales income covered the bulk of the printing and admin expense, with \$1,560 being spent from TRT funds. The printing cost of the guide was \$7,250 with sales commission of \$1,500, for a total cost of \$8,750.

The Economic Development, Tourism and Government Affairs Committee is continuing promotion of The Newberry Sportsman's Recreation Show and River Derby, set for September 21 & 22, it will include the Senior Center Gun Show and recreation vendors, clinics and the unique "River Derby". We are actively soliciting sponsorships and participants for this event. We will be advertising as much as our budget allows in national fishing/hunting/camping magazines, and other media locally and regionally.

Fiscal Year 2012/2013 was extremely busy with the advent of a new, glossy visitor's guide, a new comprehensive area map, and a new event to bring in tourism. Our relationship with COVA and other area DMO's is stronger than ever. Hopefully all our efforts will result in an increase in visitor's to the area in the coming year.

Regards,

Ann Gawith, Director

"The Heart of Newberry Country"
LAPINE
OREGON
CHAMBER OF COMMERCE & VISITOR CENTER

La Pine Visitor Center Quarterly Report
July 1, thru September 30, 2012

The visitor center staff kept extensive records for this quarter as we wanted to present as clear a snapshot as possible of the tourism activities of the office. We recorded all walk-in visitors and their various reasons for their visit; we also recorded all visitors calls that came into the office, from where and why.

The numbers are below, keeping in mind that on some days there were 8-10 sets of visitors and some days, of course, fewer. One volunteer mans the desk from 10am to 2pm Monday thru Friday, with other office staff stepping in when there are more than one set of visitors.

Phone calls—347 (average 6 per day)

Walk-ins— 279 (average 5 per day)

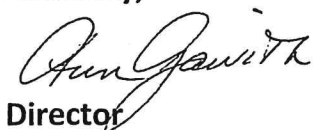
Volunteers also handle the mailing of requested materials; ie: visitors guides, information, and relocation packets. In this quarter we mailed out 109 packets with an expenditure of \$256.82. We are in the process of doing a zip code study by month in order to target those areas that seem inclined to see us as a destination, but also those that are perhaps less informed.

We took the time to review our guest book and were very pleased to see over and over the comment about "friendly, helpful, wonderful people"... plus the wonder of the scenery and comments along those lines. These comments were from folks as far away as Germany, France, Belgium, Britain, and Canada, as well as cities in Oregon.

In this quarter we spent funds to promote the two biggest events in our town...the La Pine Frontier Days and La Pine Rodeo, as well as smaller events such as the Old Time Fiddlers, High Lakes Car Club Show 'n Shine, and the Gospel Jubilee. Print ads promoting the general area of La Pine were placed in travel oriented publications. Our tourist web-site is being re-built with specific content surrounding La Pine recreational activities and we expect it to launch by the end of the year. We are compiling the content for the new visitors guide and are researching costs vs style etc. We expect to have it ready to go to print by the first of the year. These activities have been handled by the director and assistant and approx. 20 hours per week is dedicated to these activities (240 hours for the quarter).

Attached is the P&L report for the Visitor Center for the first quarter. In order for these reports to fulfill your expectations, your suggestions and comments are important; please do not hesitate to let me know.

Sincerely,


Director

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