



CITY OF LA PINE CITY COUNCIL REGULAR AND WORK SESSION AGENDA

Wednesday, May 22, 2019

Work Session Immediately Following 5:30 p.m. Budget Committee Meeting

Regular Session Immediately Following Work Session

La Pine City Hall

16345 Sixth Street, La Pine, Oregon 97739

A. Work Session – 5:30 p.m.

1. Call to Order
2. Ordinance 2019-02 Amending Ordinance Nos. 2015-02, 2016-10, and 2017-09, Which Ordinances Concern Recreational Marijuana Businesses and Medical Marijuana Dispensaries – Discussion
3. Backflow Testing Services Agreement – Discussion
4. Adjourn Meeting

B. Regular Session – Immediately Following Work Session

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
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. Approval of Council Minutes

- i. Approval of April 24, 2019 Joint Meeting with BOCC Minutes
 - ii. Approval of April 24, 2019 Regular Session Meeting Minutes
 - b. Reimbursements
 - i. Approval of Council and Staff Reimbursements
- 7. Other Matters: Only those matters properly added to this Agenda under line item No. 4
- 8. Public Hearing Regarding Ordinance 2019-02 Amending Ordinance Nos. 2015-02, 2016-10, and 2017-09, Which Ordinances Concern Recreational Marijuana Businesses and Medical Marijuana Dispensaries – Action Item
 - a. Open Public Hearing
 - i. Staff Report
 - ii. Public Comments
 - iii. Close Public Hearing
 - iv. Deliberations
- 9. Backflow Testing Services Agreement – Action Item
 - a. Staff Report
- 10. Public Comments
- 11. Staff Comments
- 12. Mayor and Council Comments
- 13. 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. 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 & Board of County Commissioners

Joint Meeting Minutes

Wednesday, April 24, 2019

4:30 p.m.

La Pine City Hall

16345 Sixth Street, La Pine, Oregon 97739

1. Call to Order

Meeting called to order at 4:30 pm by Mayor Richer.

2. Establish Quorum

Present City Council: Mayor Richer, Councilor Briese, Councilor Greiner, and Councilor Harper. Councilor Shields arrived at 4:40 p.m.

Present BOCC: County Administrator Tom Anderson, Commissioner Patti Adair, Commissioner Phil Henderson, Commissioner Anthony DeBone, Community Development Department Director Nick Lelack, and Solid Waste Director Timm Schmike

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

3. Pledge of Allegiance

4. Added Agenda Items

None

5. Public Comments:

Jack Ely, 16697 Oakridge Place, La Pine. Has spoken previously with Commissioner DeBone, who suggested he come to this meeting to address his concerns with Quicksilver. He requested they be held to the terms of their Lease Agreement. He expressed concern with the hours of operation, noise and speed of the logging trucks.

6. Newberry Neighborhood Presentation and Discussion

Tom Anderson introduced the New Neighborhood presentation. Nick Lelack provided an overview and background of the program. (Councilor Shields arrived at 4:40 p.m.) He provided background on how the new neighborhood began development in 1998 by expanding the Urban Unincorporated Community (UUC) boundary planning area and establishing Transferable Development Credits (TDC). The TDC made it mandatory to develop in the new neighborhood. The program was amended in 2005-

2006 when property sales were impacted by rising prices. Pollution Reduction Credit (PRC) fees or Pay-in-lieu fees were established to fund groundwater protection and upgrade septic systems.

The proposed Russell Property expansion was reviewed. Neighborhood development planning is set to begin in the near future.

Groundwater programs include a nitrogen wastewater rebate program and a Neighbor Impact non-conforming loan program.

Nick then reviewed the SDC Loan program. There was discussion and agreement that it would benefit all interested parties to bring the City's interest rate more in line with that of Deschutes County.

Deschutes County will proceed with forming a plan for consideration by the County Commissioners, and bring that back to the City.

7. Solid Waste Management Program Update

Timm Schmike provided an update explaining that Knott Landfill has a limited life expectancy and improvements to regional transfer stations are planned, including alternative technologies which are not economically feasible at this time. Recommendations include expanding residential food waste collection, development of multi-family programs, alternatives for construction and demolition waste, and implementing a new disposal system. Options include hauling waste to other locations, which is not economically feasible in most cases. Any expansion would include at least a 100-year capacity. There was discussion regarding curbside recycling.

8. Public Comments

A citizen recommended recycling be mandated to cut down on waste.

9. Staff Comments

None.

10. Council and Commission Comments

Commissioner Adair mentioned Fire Free recycle day. Commissioner DeBone discussed prescribed burns taking place.

11. Adjourn Meeting

Mayor Richer made a motion to adjourn the meeting. No Objections. Meeting adjourned at 5:49 p.m.

Attest

Tracy Read



CITY OF LA PINE CITY COUNCIL – MEETING MINUTES

Wednesday, April 24, 2019

5:30 p.m. Regular Session

La Pine City Hall

16345 Sixth Street, La Pine, Oregon 97739

1. Call to Order

Mayor Richer called the Council meeting to order at 5:58 p.m.

2. Establish Quorum

Members Present: Mayor Richer, Councilor Briese, Councilor Greiner, Councilor Harper, Councilor Shields, Student Councilor Trentyn Tennant.

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

3. Pledge of Allegiance

Led by Council

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

Citizen Robert Metcalf recommended zone changes be considered in the area of the La Pine Rodeo Grounds and the Frontier Days Association, so those using the area do not need to apply for event permits each time an event is planned.

6. Consent Agenda

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a. Approval of Council Minutes

1. April 10, 2019 Meeting Minutes
2. Staff and Council Reimbursements

Councilor Greiner made a motion to approve, Councilor Harper seconded. No objections. Unanimously approved.

7. Resolution 2019-09 – A Resolution of the City of La Pine Adopting a Public Records Request Policy and Procedures; and Replacing and Superseding Resolution No. 2010-04 – Action Item

Melissa provided a Staff Report. There was discussion regarding how pricing was determined. Councilor Harper made a motion to approve. Councilor Shields seconded. No objections. Unanimously approved.

8. Presentation to Outgoing Student Councilor Trentyn Tennant and Swearing in of Student Councilor Max Miller
Mayor Richer spoke in support of all that Trentyn has done for the City during his tenure, presented him with a Scholarship for \$1,000 from Anderson Perry as well as a sweatshirt. Trentyn administered the Oath of Office to incoming Student Councilor Max Miller.
9. Other Matters: Only those matters properly added to this Agenda under line item No. 4
None.
10. Public Comments
None.
11. Staff Comments
Melissa: Asked for attendance for Chamber banquet on May 18. Councilors Harper and Greiner will attend, Councilor Shields and Mayor Richer are unsure. Councilor Briese is not able to attend. Jake, Melissa and Mayor Richer and Melissa attended the recent Career Fair at the high school, they also distributed a survey. Students were asked to rank Activity, Retail, and Outdoor Bike Paths & Trails in order of importance. Housing Works will be presenting at a council meeting in the near future.
Jake: Working on budget. Working on water/wastewater projects for Spring. New student started last week.
12. Mayor and Council Comments
Councilor Briese: Attended LOC in Ashland along with Melissa and Councilor Harper, there was a lot of information on marijuana and many good breakout sessions. Attended COIC, they are working on rebranding.
Councilor Shields: None.
Councilor Greiner: Attended Breaking New Ground for the new housing programs, how to provide more affordable, permanent and supportive housing. They are also working on affordable rentals.
Councilor Harper: Attended LOC and found it very informative.
Student Councilor Miller: Thanked everyone for the opportunity to serve.
Mayor Richer: Attended opening of Hawks View, a multi-family housing project of Housing Works, R&H Construction, Washington Federal and other agencies. On May 10 the groundbreaking will take place for new Habitat for Humanity homes. He encouraged attendance.
13. Adjourn Meeting
Mayor Richer adjourned the meeting at 6:20 p.m.

Attest

Tracy Read

CITY OF LA PINE

NAME: Connie Bruese DATE 4-18-19

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)

COFC - Board subcommittee Branding
mtg. Bend, OR 4-17-19

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 _____

Mrs. Connie Bruese
Signature of Submitter of Form



CITY OF LA PINE

STAFF REPORT

Meeting Date: May 22, 2019
TO: La Pine City Council
FROM: Melissa Bethel, Staff
SUBJECT: Ordinance No. 2019-02 regarding Marijuana Retailers days of operation

TYPE OF ACTION REQUESTED (Check one):

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

Councilors:

Ordinance No. 2019-02 for discussion and approval reflects a change in the days of operation for Marijuana Dispensaries. Currently, dispensaries are allowed to operate 7:00 a.m. to 10:00 p.m. Monday through Saturday. The Council is considering changing the days of operation to allow for Sundays. If approved, marijuana dispensaries would be allowed to operate 7:00 a.m. to 10:00 p.m. Monday through Sunday (7 days a week). This item was first presented at the March 27th meeting for discussion. The Council instructed Staff to present an ordinance which reflects this change. For Councils reference this staff report includes Council minutes from August 23, 2017, March 27, 2019 and the draft Ordinance.

Suggested Motion: (Roll Call is not necessary – but may be imposed if desired)

I move the La Pine City Council approve Ordinance No.2019-02 an Ordinance amending Ordinance Nos. 2015-02, 2016-10, and 2017-09, which concern Recreational Marijuana Businesses and Medical Marijuana Dispensaries. The approval will allow medical and recreational marijuana dispensaries to operate within the hours of Sunday through Saturday 7:00 a.m. to 10:00 p.m.

Please note: Pursuant to Section 16 of the City Charter; If the vote is not unanimous, this agenda item will be placed on the next City Council meeting (June 12) for approval and will not become official until 30 days after a second majority vote.



CITY OF LA PINE CITY COUNCIL – MEETING MINUTES

Wednesday, March 27, 2019

5:30 p.m. Regular Session

La Pine City Hall

16345 Sixth Street, La Pine, Oregon 97739

1. Call to Order

Mayor Richer called the Council meeting to order at 5:34 p.m.

2. Establish Quorum

Members Present: Mayor Richer, Councilor Briese, Councilor Greiner, Councilor Harper, Councilor Shields, Student Councilor Trentyn Tenant

Staff Present: City Manager Melissa Bethel, Public Works Manager Jake Obrist, Administrative Assistant Tracy Read

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

Melissa requested discussion be added regarding the City sponsoring a table at the annual La Pine Chamber of Commerce Awards Banquet.

5. Public Comments

Tammy Baney: Resident of Bend, Oregon. She met today with Councilor Briese regarding Central Oregon Intergovernmental Council (COIC), Tammy is the new executive director of COIC and is looking forward to working with everyone. She explained the role of COIC and the assistance they can provide including collaborating on the transit center, grant opportunities, etc.

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. Approval of Council Minutes

i. March 13, 2019 Meeting Minutes

b. Reimbursements

i. Approval of Council and Staff Reimbursements

Councilor Greiner made a motion to accept the Consent Agenda, seconded by Councilor Shields. No objections. Unanimously approved.

7. Community Funding Requests

a. La Pine Performing Arts

Wendy Spring, teacher at La Pine High School, spoke in support of the funding request and outlined the costs associated with the project. The following students also spoke in support of the request:

Cheyenne Covell talked about how the program helps with academic success.

Cynthia Sander discussed how theater has helped her succeed and become an Honor Roll student.

Cynthia Stewart shared how theater helped her to become more outgoing.

Alexander Best talked about how theater has helped him fit in.

There was council discussion regarding how the program might obtain the other needed funding and whether students are involved in other fundraising. Ticket sales contribute the majority of the costs of the program. Councilor Briese made a motion to award \$200, Councilor Greiner seconded. No objections. Unanimously approved.

8. Appointment of Budget Committee Officer and Committee Members

No discussion. Mayor Richer made a motion to appoint members. No objections. Unanimously approved.

9. Local Government Investment Pool Account Approval– Action Item

There was discussion regarding the risk involved with this type of fund and that there is an administrative fee involved. Melissa stated we are still in the process of exploring options. Motion: I move the City Council approve the opening of an LGIP account to better utilize the resources of the City.

Roll Call Vote:

Councilor Briese - Nay

Councilor Shields – Aye

Councilor Harper – Aye

Councilor Greiner - Aye

Motion approved.

10. Discussion Regarding Potential Change in City Ordinance Regarding Marijuana Dispensaries Days of Operation

This topic was addressed and voted on by City Council last year and placed on the agenda at the request of Mayor Richer. It was determined during previous discussion that businesses were to be closed on Sundays partly to protect the small-town feel. Discussion followed stating these are legitimate, legal businesses voted on by the citizens of La Pine and that as long as the businesses comply with OLCC there is no need for further intervention on hours of operation by the City. La Pine is one of the only cities which prohibits Sunday sales. The sales tax benefit to the City should be considered as well. Councilor Harper abstained from discussion. Mayor Richer asked for input on a public hearing.

Roll Call Vote:

Councilor Briese - Nay
Councilor Shields – Aye
Councilor Harper – n/a
Councilor Greiner - Aye

Approval to hold a public hearing to be scheduled at an upcoming meeting.

11. Discussion Regarding SDCs for Accessory Dwelling Units

Jake reviewed ADUs and how to accurately and fairly capture additional demands on our water and sewer systems.

Concern was expressed that there is already an affordable housing shortage in the area, and additional fees could exacerbate this. Jake responded that the City has one of the lowest SDC rate schedules in the area. Also, many of the lots in the Cagle area, currently set for water/sewer expansion, are large enough to accommodate an ADU. The homes impacted by the expansion in this area are exempt from SDC fees. Additional discussion was had regarding roads in the Cagle area and how they would be maintained. This topic will be addressed in the future.

It was decided more information be provided on monetary impact, additional demands on the water/sewer system, and a proposed ordinance. A draft ordinance will be presented in April along with the information requested by Council.

12. Other Matters: Only those matters properly added to this Agenda under line item No. 4

Discussion regarding the City purchasing a table at the annual La Pine Chamber of Commerce Awards Banquet to be held on May 18. Melissa provided information on the event. The City would have eight tickets to the banquet for a total cost is \$310, plus the expense of decorating the table. Council expressed unanimous support. Unanimously approved.

13. Public Comments

None.

14. Staff Comments

Melissa: ODOT Multi use path is on hold until we get the easement from Deschutes County. Joint Board of County Commissioners meeting will likely be rescheduled as a result of ongoing discussions regarding the current Newberry Neighborhood loan. A high school student has been hired to work about 10 hours per week to assist with scanning documents into an electronic records management system, codification, and other administrative tasks. Melissa asked Council to consider whether the City should purchase a table at the May 30 Sunriver/La Pine Rotary Dinner and Auction. The cost is \$845 for a table of eight.

Jake: Will speak to the high school's career class next week. Development is moving forward.

Tracy: Reminded everyone of their responsibility to complete the Oregon Government Ethics Commission annual update, if anyone needs assistance please let us know. Administrative staff are not able to complete this for Council members.

15. Mayor and Council Comments

Councilor Briese: She missed the COIC meeting due to a family emergency.

Councilor Shields: Nothing further.

Councilor Greiner: Spoke about replacing Student Councilor Tenant – Melissa advised that is in the planning stages.

Councilor Harper: Attended Small Cities last week, good event. Stated the sign at Wickiup Junction needs work.

Student Councilor Tenant: Has been absent due to wrestling, the team won the State Championship. He spent time at the University of Wyoming at Laramie and is considering attending there.

Mayor Richer: Glad to see everyone working together and making progress.

16. Adjourn Meeting

Meeting adjourned at 6:59 p.m.

Attest



Tracy Read



L A P I N E

O R E G O N

CITY OF LA PINE CITY COUNCIL MEETING MINUTES

Wednesday, August 23, 2017

5:30 p.m. Special Session

Work Session immediately following Special Session

La Pine City Hall

16345 Sixth Street, La Pine, Oregon 97739

A. **Special Session – 5:30 p.m.**

1. **Call to Order**

Meeting called to order at 5:30 p.m.

2. **Establish Quorum**

Present: Mayor Scott, Councilor Briese, Councilor Martinez, Councilor Greiner, and Student Councilor Tennant

3. **Pledge of Allegiance**

Led by Mayor Scott

4. **Public Comments**

None

5. **Approval of August 9, 2017 City Council Meeting Minutes**

Councilor Briese made a motion to approve the August 9, 2017 Meeting Minutes. Councilor Greiner seconded. No objections. Unanimously approved.

6. **Resolution No. 2017-12 – A Resolution of the City of La Pine Authorizing Wilderness Garbage & Recycling Service to Increase Its Solid Waste Collection Service Rates**

Councilor Martinez excused himself from the table and sat in the audience. Cory Misley explained that the City has a franchise agreement with Wilderness Garbage. Wilderness Garbage has notified the City by letter that it wants to raise its rates. In the process, the City became aware that the Franchise Agreement has become expired, and will come before the Council sometime in September or October for approval. This will allow Wilderness Garbage to raise their rates in the meantime effective October 1, 2017. Wilderness Garbage will be required to notify customers in writing that their rates will increase with a month's notice. The rates for commercial rates were introduced at tonight's meeting as part of Exhibit A to Resolution No. 2017-12. Councilor Briese

wanted to know if there were any other franchise agreements that have expired. Cory stated that he was not aware of any. ***Councilor Greiner made a motion to approve Resolution No. 2017-12. Councilor Briese seconded. No objections. Unanimously approved.***

7. Adjourn Meeting

Councilor Briese made a motion to adjourn. Councilor Greiner seconded. No objections. Meeting adjourned.

B. Work Session – 5:39 p.m.

1. Call to Order

Meeting called to order at 5:39 p.m.

2. Re-establish Quorum

3. Present: Mayor Scott, Councilor Briese, Councilor Martinez, Councilor Greiner, and Student Councilor Tennant

4. Added Agenda Items

- Title Sponsorship for SLED Luncheon
- Discussion regarding Karen Ward

5. Discussion on Time, Place, and Manner (TPM) Regulations for Marijuana Recreational Retailers

Cory Misley stated that we adopted TPM Restrictions in October 2016. The topic of tonight is based primarily on retail TPM. Larry Brown and Laura Shephard are in the audience. Larry is an investigator for retail operations with the OLCC. Laura is the regional manager. They make sure OLCC procedures are being followed. Don Huff with Green Knottz and Matt Topher with HD Botanicals are also in the audience. Cory wanted to draw attention to Section 7 regarding background checks. Larry said that the OLCC requires applicants to take an online class and then the OLCC runs a background check. Mainly they are looking for deception/dishonesty, violence or charges relating to drugs/alcohol. Those checks are good for five years, but applicants are required to notify the OLCC of any felonies if they receive one within those five years. The City also does its own background check, so the question is – does the City need to continue doing their own background checks if they're already being performed by the OLCC. The OLCC will not enforce more stringent rules if the City has them, only rules they have of their own. Cory said the Council needs to consider whether it's worth having the City do its own background check. The Council was unanimous in feeling that a city background check is not necessary if the OLCC is already running their own. The OLCC clarified that right now they are behind on running background checks and are allowing applicants to work without it, having only applied. That won't always be the case, but at least through the end of the year until they can catch up. The OLCC only requires background checks for people actually touching the marijuana – for instance, bookkeepers are not required to have one. The Council wants to adopt the same rules that the OLCC has for who they require to have the background check. Essentially, someone would just need to show their license to the City

and that's how the City will know they're approved by the OLCC. The Council wants everything to fall back on the OLCC.

Cory also mentioned getting a voicemail from someone wanting to open a daycare facility at a church. He said we'd need to talk to legal on how to handle it if they want to move within 500' of a retail marijuana business. The OLCC handles it in a way where the retail marijuana business gets grandfathered in because they were there first. It would then be up to the daycare provider to choose whether they are ok with being within 500'. Councilor Greiner recommended having the daycare facility post that there is a retail marijuana facility within 500'. The City shouldn't require them to do it, but suggest it. Cory clarified we wouldn't change any of the language, but there was clarity now on the interpretation of it.

Public Comments: Don Huff, owner of Green Knottz, wants to be open on Sundays and be open later until 9 pm. The hours would be 9 am to 9 pm. He stated that this will provide more jobs to people here in La Pine. Current OLCC restrictions are from 7 am to 10 pm. Matt Topher, owner of HD Botanicals, wants the same things. Councilor Briese reiterated that she is fine with extended hours, but she wants to protect the small town feel of La Pine and does not want to see them open on Sundays. Councilor Greiner doesn't think the marijuana facilities should be treated any differently from other businesses in town. Councilor Martinez likes the idea of staying closed on Sundays. The Council was in agreement about 7 am to 10 pm, but staying closed on Sundays. Trentyn also agreed in being closed on Sundays. Cory wanted to know if the Council also wanted to strike Section 6.13 of the TPM Restrictions regarding felons. This part will also be revised to match current OLCC regulations.

Councilor Briese wanted to know requirements with regard to putting product in the windows. The OLCC doesn't have any requirements and facilities are allowed to advertise product in the windows. Councilor Briese said that both retail owners have said in the past that they were NOT going to be putting product in the window, and she wants it to stay that way. Councilor Greiner thinks they should be allowed to do it. Mayor Scott doesn't feel like it's different than alcohol. Councilor Briese said it's not the same, as marijuana can be advertised as brownies or candy. Matt Topher is fine with having the windows blocked out, but wants to be able to have product right when you first walk in the door. Trentyn agrees with blocking out the windows but thinks the product should be available when you walk in. The OLCC doesn't enforce this. Council agreed that the product should be readily available when you walk into the store, but not advertised in the windows.

Matt Topher asked when this would all go into effect and whether applicants can work without their permits. Cory said it would be anywhere from a few weeks to a month, depending on when the new ordinance goes before the Council.

6. Discussion on US 97 Westside Streetscape Landscaping Design – 6:25 p.m.

Erik Huffman discussed several different design ideas, particularly sod, landscape, mulch and trees. There were some concerns about using sienna glen maples because they aren't doing well in other parts of town, including in front of City Hall. They also discussed tree spacing and pedestrian lighting. Councilor Briese requested Jake's opinion. Jake stated that they've walked this area a lot and have been working together on the design. He mentioned that they are trying to limit the depth of the swales, so he doesn't think there will be much of an issue with keeping the landscaping separated, i.e. where the rock and sod meet. ODOT will be coming to the September work session to discuss some of the upcoming projects. Russ Smith stated that he likes the bunch grass and rock – that it goes with our landscape and is easy to maintain. Ann Gawith likes the idea of the pull-in for tanker trucks into Towne Pump. There was discussion about making sure that the trees we get are already acclimated and don't come from the valley (if possible in the bid process). This will come before the Council again with revisions.

7. Discussion on City Hall Monument Sign Project Design – 6:45 p.m.

Reviewed new sign concept based on suggestions from last month's work session. The Council and public felt it was a better incorporation of wood and stone per the Council and community input. Szabo also incorporated "Small Town Strong" and the city's established date. They kept the raised stone planter and flag poles with uplights. The total sign is about 14' tall. Russ Smith wanted to make sure the tree next to the sign won't overgrow it and is far enough away. Ann Gawith feels that the prior recommendations were taken into consideration well. Councilor Martinez thinks the design is beautiful and is excited about it being built. He wants a really big tree and one that can grow for a long time because it will be indicative of the town. Councilor Greiner is concerned about the cost. He likes the design however. He doesn't know if we need that much sign for the size of our town. Councilor Briese likes the design, particularly raising the flag poles because it helps with the lighting issues. Her only suggestion is that the post ends don't match City Hall as much as it could. Cory reminded the Council that the design is two projects in one, the parking lot paving and the sign. We have \$50,000 budgeted for each project. There are some items that could wait, i.e. the split rail fence and re-vegetation planting. He reiterated that money has been being set aside for this project for a while. We have the money to do this project as shown, but we can downsize if the Council chooses. Szabo clarified that there are several different design ideas that can be changed to be more inexpensive. Connie said that construction costs can fluctuate. Ann Gawith said that having a sustainable sign is important and worth the money.

8. Other Matters: This item concerns any matters that were added to the Agenda under the Added Agenda Items portion of this Agenda – 7:25 p.m.

- Title Sponsorship for SLED Luncheon: Cory wanted to know how the Council felt about the City being a Title Sponsor, which costs \$500.00. It includes 5 tickets to the lunch, advertising on the screen, opportunity to talk about City projects and how we're supporting economic development. The luncheon is planned for September 22nd and Sunriver Resort is hosting, which makes them a Title Sponsor. Ryan Culp will also be reaching out to the County to be a Title Sponsor. The money goes to EDCO. Councilor Martinez thought we were already

sponsoring by paying for the EDCO position, but Cory stated this is separate. Cory said the purpose of the luncheon is a celebration of South County economic development and to discuss its successes, i.e. Sunriver Brewing expansion. It will also generate exposure and excitement for future economic development in South County. Councilor Greiner thinks it's worth the money if someone from the City is there promoting Industrial Park. Councilor Briese also thinks it might be a good advertisement for us. Councilor Martinez says we should go for it. Cory clarified it's not really a marketing opportunity, but more of a celebration. The Council unanimously agreed to be a Title Sponsor. Councilor Martinez wants the Planning Commission invited as well so La Pine can make a strong showing.

- Discussion regarding Karen Ward

Councilor Ward has resigned due to health issues. The voting majority is now two council members. Cory will get an advertisement out to at the end of the week regarding the vacancy. The requirements are that the applicant lives inside City Limits and the appointment will be the remainder of Councilor Ward's term, which is through December 2018. Cory said we'd ideally have someone on board in October.

9. Public Comments

None

10. Staff Comments – 7:40 p.m.

Cory Misley: There are two openings for the Urban Renewal Agency. The requirements are that they live or own a business within five miles of city limits. He discussed the busyness of this time with regard to upcoming projects, particularly the water/waste water improvement and expansion project. Jake Obrist stated that there was an issue with the septic receiving station and it needed some welding updates over the weekend. Holly Smith requested that the Council complete their fraud risk inquiry and related party questionnaire's for the audit. Ashley Williams gave each Council member their own budget book.

11. Council Comments

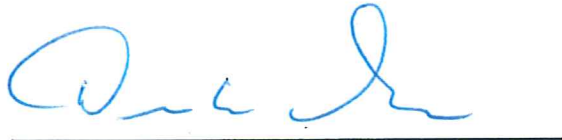
Councilor Martinez wanted to make sure all the different committees get invited to the SLED Luncheon. Councilor Briese is happy about making the TPM Improvements. She also mentioned the funding request for the wrestling tournament coming to La Pine in October.

12. Mayor's Comments

Mayor Scott is looking forward to the joint meetings with ODOT and the county commissioners. A big topic is going to be the roads. The project findings for the Wickiup overpass project will be completed in approximately two weeks.

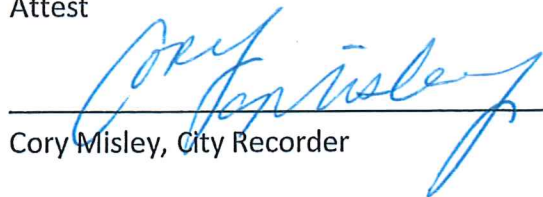
13. Adjourn Meeting – 8:00 p.m.

Councilor Briese motioned to adjourn. Councilor Greiner seconded. No objections. Meeting adjourned.



Dennis Scott, Mayor

Attest



Cory Wisley, City Recorder

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. 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 Holly Smith (541-536-1432). For deaf, hearing impaired, or speech disabled dial 541-536-1432 for TTY.

ORDINANCE NO. 2017-09

AN ORDINANCE OF THE CITY OF LA PINE AMENDING ORDINANCE NO. 2016-10, AN ORDINANCE ESTABLISHING TIME, PLACE, AND MANNER REGULATIONS CONCERNING RECREATIONAL MARIJUANA BUSINESSES, TO EXPAND RETAILER AND WHOLESALER HOURS OF OPERATION AND ADDRESS BACKGROUND CHECK PROCEDURES.

WHEREAS, the 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, on October 12, 2016, City adopted Ordinance No. 2016-10 (the “TPM Ordinance”) to establish certain time, place, and manner regulations concerning recreational marijuana producers, processors, wholesalers, laboratories, and retailers; and

WHEREAS, on August 23, 2017, the La Pine City Council (the “Council”) held a work session and received input from recreational marijuana business representatives and Oregon Liquor Control Commission representatives concerning recreational marijuana business operating hours and criminal background check procedures; and

WHEREAS, the Council desires to amend the TPM Ordinance to, among other things, revise City’s criminal background check procedures and expand the operating hours of recreational marijuana retailers and wholesalers.

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

1. Findings. The above-stated findings are hereby adopted.
2. Purpose. The purpose of this Ordinance No. 2017-09 (this “Ordinance”) is to amend the TPM Ordinance to (a) expand retailer and wholesaler operating hours, (b) revise City’s criminal background check procedures for marijuana businesses, and (c) prohibit marijuana, marijuana products, and/or marijuana paraphernalia from being visible from the exterior of any business.
3. Amendment No. 1. Section 6.6 of the TPM Ordinance is amended to read in its entirety as follows:

“6.6 Operating Hours. Daily operating hours for retailers and wholesalers must be no earlier than 7:00 a.m. or later than 10:00 p.m., Monday through Saturday.”
4. Amendment No 2. Section 6.13 of the TPM Ordinance is deleted in its entirety.
5. Amendment No 3. Section 6.17 of the TPM Ordinance is amended to read in its entirety as follows:

“6.17 Sales, Transfers, and Visibility. Sales or other transfers of marijuana products on the business premises must occur inside the business’s building and must be conducted only between the business and buyer. No walk-up or drive-through service is allowed. Marijuana, marijuana product, and/or marijuana paraphernalia must not be visible from outside a business.”

6. Amendment No 4. Section 7 of the TPM Ordinance is amended to read in its entirety as follows:

“7. Background Checks. City may conduct criminal background checks to determine whether all persons specified in each initial or renewal permit application (including, without limitation, any person with financial interest, company principal, employee, or volunteer) passed any required Oregon Liquor Control Commission background check. Within ten (10) days written request from City, a business will provide City the results of criminal background checks (or the results of background checks conducted by the Oregon Liquor Control Commission) for any person specified in an initial or renewal permit application including, without limitation, any person with financial interest, company principal, employee, or volunteer, to determine compliance with Oregon law. If, following an initial application or renewal, an additional person is proposed to be a person with financial interest, company principal, employee, or volunteer, then such person must pass any applicable Oregon Liquor Control Commission background check prior to assuming such position.”


7. Miscellaneous. This Ordinance is hereby made part of the TPM Ordinance. The provisions of the TPM Ordinance that are not amended or modified by this Ordinance remain unchanged and in full force and effect. 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. The provisions of this Ordinance are hereby declared severable. 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. Nothing in this Ordinance affects the validity of any criminal or civil enforcement actions commenced prior to the adoption of this Ordinance; all City ordinances existing at the time that such actions were filed will remain valid and in full force and effect for purposes of those actions.

This Ordinance was PASSED and ADOPTED by the La Pine City Council and APPROVED by the Mayor on this ___ day of September, 2017.



Dennis Scott, Mayor

ATTEST:



Cory Misley, City Manager

CITY OF LA PINE

STAFF REPORT

DATE SUBMITTED: May 22, 2019
TO: La Pine City Councilors
FROM: Jake Obrist, La Pine Public Works Manager
SUBJECT: Backflow Testing Services

AGENDA DATE REQUESTED:

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: |

The City of La Pine has solicited for Backflow Testing Services and has received (1) bid, Bob’s Jobs LLC. This contractor specializes in backflow testing and has performed work in the region for many years with a great performance record. Their bid for testing backflows is \$12.50 per assembly and the City looks forward to working with them this upcoming season.

A backflow prevention device is used to protect potable water supplies from contamination or pollution due to backflow. Drinking water systems are required to have an active, responsible, and maintained backflow prevention program in place. The City of La Pine prides itself in safe and reliable drinking water and will continue to promote and utilize these effective programs to ensure water quality for its customers.

Please don’t hesitate to ask questions about this contract or backflow prevention.

AGREEMENT TO PROVIDE BACKFLOW TESTING SERVICES

This Agreement to Provide Backflow Testing Services (this "Agreement") is made and entered into on May _____, 2019 by and between the City of La Pine, an Oregon municipal corporation ("City"), whose address is 16345 Sixth Street, La Pine, Oregon 97739, and Bob's Jobs LLC ("Contractor"), whose address is PO Box 1360, Redmond, Oregon 9756.

RECITALS:

A. Contractor is engaged in the business of providing certain residential construction services on a contract basis. Contractor is a residential specialty contractor licensed by the Oregon Construction Contractors Board ("CCB") under license number 20975. Contractor's telephone number is 541-480-8787.

B. City desires to contract with Contractor to perform the Services (as defined below) subject to the terms and conditions contained in this Agreement.

AGREEMENT:

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

1. Backflow Testing Services. Subject to and in accordance with this Agreement, Contractor will perform the following backflow testing services for and on behalf of City (collectively, the "Services"): (a) inspect and test backflow assemblies to determine whether the assemblies meet and/or satisfy those standards imposed under applicable federal, state, and local laws, regulations, and ordinances; and (b) any other necessary or appropriate services customarily provided by Contractor in connection with its performance of those services described under Section 1(a). Contractor will test all backflow assemblies with an approved differential pressure gauge that has been calibrated within the past twelve months (as of the date of the applicable test). Contractor will commence and perform the Services when and as requested from time to time by City.

2. Contractor Personnel. Contractor's manager who is responsible for the Services is Randy Schley. Contractor will ensure that the managerial contact is available by telephone twenty-four (24) hours a day, seven days a week. Contractor's manager will be available to City by cellular phone while Services are being performed. Contractor will provide a list of the manager's cellular telephone number for City upon execution of this Agreement.

3. Compensation. City will pay Contractor (\$12.50) for each assembly inspected and tested in accordance with this Agreement. City will pay contractor (\$12.50) for each assembly that has failed and needs repaired and re-tested, this fee includes both the repair and the re-testing of the assembly. The City will provide all the parts and materials that are needed to make the necessary repairs to the assemblies. The Contractor will provide a list to the City of failed assemblies and get the list approved by the Public Works Manager prior to commencing work on these failed assemblies. Contractor will submit monthly invoices to City concerning any Services performed by Contractor during the immediately preceding month (each an "Invoice"). Each Invoice will contain the following information: (a) a summary of the Services performed by Contractor (e.g., type of work performed, equipment and materials used, etc.); (b) the date(s) the Services were performed; (c) the cost per assembly inspection and test (\$12.50) and/or repair and re-test (\$12.50); and (d) any other information reasonably requested by City. City will pay the amount due under each Invoice within thirty (30) days after City has reviewed and approved the Invoice. City's payment will be accepted by Contractor as full compensation for performing the Services to which the Invoice relates

4. Independent Contractor. Contractor is an independent contractor of City. City will not withhold any taxes from any payments made to Contractor, and Contractor will be solely responsible for paying all taxes arising out of or

resulting from Contractor's performance of the Services, including, without limitation, income, social security, workers' compensation, and employment insurance taxes. Contractor will be solely responsible for obtaining any and all licenses, permits, registrations, approvals, and/or certificates necessary or appropriate to perform the Services. This Agreement does not create an agency relationship between City and Contractor and does not establish a joint venture or partnership between City and Contractor. Contractor does not have the authority to bind City or represent to any person that Contractor is an agent of City. City will not provide any benefits to Contractor, and Contractor will be solely responsible for obtaining Contractor's own benefits, including, without limitation, insurance, medical reimbursement, and retirement plans. City will not reimburse Contractor for any expenses Contractor incurs to perform the Services.

5. Conditions Precedent. City's performance of its obligations under this Agreement is conditioned on Contractor's performance of its obligations under this Agreement, including, without limitation, those Contractor obligations described in Section 6.4.

6. Contractor Representations, Warranties, and Covenants. In addition to any other representation, warranty, and/or covenant made by Contractor under this Agreement, Contractor represents, warrants, and covenants to City as follows:

6.1 Quality of Services. Contractor will perform the Services to the best of Contractor's ability, diligently, in good faith, in a good workmanlike manner, in compliance with all applicable federal, state, and local laws, regulations, and ordinances and in accordance with this Agreement. Contractor will be solely responsible for the Services and any injury or liability to any and all persons or property caused directly or indirectly in connection with Contractor's performance of the Services. When performing the Services, Contractor will use every practicable means to minimize interference with traffic. Contractor will consult with and advise City on all matters concerning the Services reasonably requested by City.

Contractor will be solely responsible for the Services. Contractor will make all decisions called for promptly and without unreasonable delay. Contractor will provide any and all labor, materials, equipment, tools, machinery, and other services necessary or appropriate to perform the Services.

6.2 Contractor Authority. Contractor has full power and authority to sign and deliver this Agreement and to perform all of Contractor's obligations under this Agreement. This Agreement is the legal, valid, and binding obligation of Contractor, enforceable against Contractor in accordance with its terms. The signing and delivery of this Agreement by Contractor and the performance by Contractor of all of Contractor's obligations under this Agreement will not (a) breach any agreement to which Contractor is a party, or give any person the right to accelerate any obligation of Contractor, (b) violate any law, judgment, or order to which Contractor is subject, or (c) require the consent, authorization, or approval of any person, including, without limitation, any governmental body.

6.3 Insurance. During the term of this Agreement, Contractor will obtain and maintain, in addition to any other insurance Contractor is required to obtain under this Agreement, the following minimum levels of insurance: (a) general liability insurance for any and all losses or claims arising out of or related to Contractor's performance of the Services (including, without limitation, damage or injury to person or property) with limits of not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate; (b) comprehensive automobile liability insurance with limits of not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate; and (c) workers' compensation insurance in form and amount

sufficient to satisfy the requirements of applicable Oregon law. Each liability insurance policy required under this Agreement will be in form and content satisfactory to City, will list City as an additional named insured, and will not be cancelled or modified without ten (10) days' prior written notice to City. Prior to Contractor's commencement of the Services, Contractor will furnish City with evidence satisfactory to City that Contractor has obtained the insurance coverage (and provisions) required under this Agreement.

6.4 Compliance With Laws and Licensing. Contractor will comply with any and all applicable federal, state, and local laws, regulations, and ordinances. Without otherwise limiting the generality of the immediately preceding

sentence, Contractor will comply with each and every obligation applicable to Contractor and/or this Agreement under ORS 279B.220, ORS 279B.225, ORS 279B.230, and ORS 279B.235, which statutes are incorporated herein by reference. Contractor has obtained, and will maintain during the term of this Agreement, any and all licenses, permits, registrations, approvals, and/or certificates necessary or appropriate to perform the Services. Contractor is a residential specialty contractor licensed by the Oregon Construction Contractors Board under license number 174019. Contractor is an Oregon Department of Human Services (“DHS”) certified backflow assembly tester under certification number 4365. At all times during the term of this Agreement, Contractor will be in good standing with the CCB and DHS and will maintain the aforementioned licensure with the CCB and DHS.

6.5 Indemnification. Contractor will defend, indemnify, and hold City and each present and future employee, officer, agent, and authorized representative of City harmless for, from, and against any and all claims, actions, proceedings, damages, liabilities, injuries, losses, and expenses of every kind, whether known or unknown, including, without limitation, attorney fees, resulting from or arising out of, whether directly or indirectly, the following: (a) damages to property and/or injury or death to person caused directly or indirectly by Contractor (and/or Contractor’s agents, employees, shareholders, officers, members, managers, representatives, and/or contractors); (b) Contractor’s failure to pay any tax arising out of or resulting from the performance of the Services; and/or (c) Contractor’s breach and/or failure to perform any Contractor representation, warranty, covenant, and/or obligation contained in this Agreement. Contractor’s indemnification obligation provided in this Section 6.5 will survive the termination of this Agreement.

7. Term and Termination.

7.1 Term of Agreement. Subject to the terms and conditions contained in this Agreement, the term of this Agreement will commence on the date first written above and will continue for a term of one year thereafter. This Agreement will automatically renew for one or more term(s) of one year each unless sooner terminated in accordance with this Agreement; provided, however, in no event will this Agreement be extended for more than two additional terms of one year each.

7.2 Termination of Agreement. This Agreement may be terminated at any time by the mutual written agreement of City and Contractor. Notwithstanding anything contained in this Agreement to the contrary, City may terminate this Agreement immediately, for any reason or no reason, upon written notice to Contractor. Upon termination of this Agreement, City will not be obligated to reimburse or pay Contractor for any continuing contractual commitments to others or for penalties or damages arising from the cancellation of such contractual commitments. Termination of this Agreement by City will not constitute a waiver or termination of any rights, claims, and/or causes of action City may have against Contractor.

8. Miscellaneous.

8.1 Remedies and Notices. If a party fails to perform any of its terms, covenants, conditions, or obligations under this Agreement, the non-defaulting party may, in addition to any other remedy provided to the non-defaulting party under this Agreement, pursue any and all remedies available to the non-defaulting party at law or in equity. All available remedies are cumulative and may be exercised singularly or concurrently. 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 business days following delivery of the notice by

U.S. mail, postage prepaid, certified, return receipt requested, 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.

8.2 Waiver; Assignment; Severability. No provision of this Agreement may be modified, waived, or discharged unless such waiver, modification, or discharge is agreed to in writing by City and Contractor. 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. Contractor will not assign or delegate any of Contractor's rights or obligations under this Agreement to any person without the prior written consent of City, which consent City may withhold in its sole discretion. 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.

8.3 Entire Agreement and Governing Law. This Agreement contains the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and supersedes any other oral or written negotiations, discussions, representations, or agreements. Contractor has not relied on any promises, statements, representations, or warranties except as set forth expressly in this Agreement. This Agreement will be governed by and construed in accordance with the laws of the State of Oregon, and venue for any action concerning this Agreement will lie in Deschutes County, Oregon. If any litigation or arbitration is instituted to enforce or determine the parties' rights or duties arising out of the terms of this Agreement, the prevailing party will recover from the losing party reasonable attorney fees incurred in such proceeding to the extent permitted by the judge or arbitrator, in arbitration, at trial, on appeal, or in any bankruptcy proceedings.

8.4 Records. Contractor will maintain complete and accurate records of all Services performed, the number of hours spent to perform the Services, and all documents produced under this Agreement for a period of five years after the termination of this Agreement. Contractor's records will be maintained in accordance with sound accounting practices. Contractor's records concerning the Services, including, without limitation, Contractor's time and billing records, will be made available to City for inspection, copying, and/or audit immediately upon City's request.

8.5 Arbitration. If any claim, dispute, or controversy arising out of or related to this Agreement occurs (a "Dispute"), City and Contractor will exert their best efforts to seek a fair and prompt negotiated resolution of the Dispute and will meet at least once to discuss and seek a resolution of the Dispute. If the Dispute is not resolved by negotiated resolution, the Dispute will be settled by arbitration before a single arbitrator in Bend, Oregon. If the parties agree on an arbitrator, the arbitration will be held before the arbitrator selected by the parties. If the parties do not agree on an arbitrator, each party will designate an arbitrator and the arbitration will be held before a third arbitrator selected by the designated

arbitrators. Each arbitrator will be an attorney knowledgeable in the area of business law. The arbitration will be conducted in accordance with the then-current rules of the Arbitration Service of Portland, Inc. The resolution of any controversy or claim as determined by the arbitrator will be binding on the parties and judgment upon the award rendered may be entered in any court having jurisdiction. A party may seek from a court an order to compel arbitration, or any other interim relief or provisional remedies, pending an arbitrator's resolution of any controversy or claim. The prevailing party in the arbitration will be entitled to recover from the other party all expenses incurred in connection with the arbitration, including reasonable attorney fees.

8.6 Signatures and Exhibits. 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. All exhibits, schedules, instruments, and other documents referenced in this Agreement are part of this Agreement. All pronouns contained herein and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting. For purposes of this Agreement, the term "person" means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other entity.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed and effective as of the date first written above.

CITY:
City of La Pine
an Oregon municipal corporation

CONTRACTOR:
Bob's Jobs LLC

By: Melissa Bethel, City Manager

Randy Schley

Date: _____

Date: _____