



CITY OF LA PINE, OREGON

REGULAR CITY COUNCIL MEETING

Wednesday, November 8, 5:30 p.m.

La Pine City Hall: 16345 Sixth Street, La Pine, Oregon 97739

Available online via Zoom: <https://us02web.zoom.us/j/81020812655>

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.

The Regular City Council meeting is a business meeting of the elected members of the La Pine City Council, in which matters that have come before the City in application, or legislatively/judicially by process can be acted upon under Old and New business. Matters that are not formally before the City or have yet to be initiated by application cannot be officially acted upon. If any party would like to initiate an action through process or application, city administrative staff are available during the regularly scheduled business hours of City Hall to provide assistance.

AGENDA

CALL TO ORDER

ESTABLISH A QUORUM

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS

Public Comments provide an opportunity for members of the community to submit input on ongoing matters within the city. Any matter that warrants testimony and rebuttal may be debated during a public hearing on the matter.

Public Comments are limited to three (3) minutes per person; when asked to the podium, please state your name and whether you live within La Pine city limits. The acting chair may elect to respond to comments if the matter is within the jurisdiction of the city or defer to city staff for response.

JOINT BoCC AND CITY COUNCIL MEETING

BUSINESS:

- County Camping Feasibility Study Update (County)
- SLED / Economic Development Update (City / County / SLED)
- Update on the City's Sewer & Water Master Plans/Project (City)
- Planning & Development Activity in the City (City / County)
- Solid Waste Landfill Siting Update (County)
- Groundwater Partnership Fund Update (County)

OTHER ITEMS NOT ON AGENDA

REGULAR COUNCIL MEETING

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

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.

- 1. 10.03.23 Special City Council Meeting Minutes.....3.
- 2. Financial Summary September 30, 2023.....11.

PRESENTATIONS:

None

PUBLIC HEARING:

None

OLD BUSINESS:

None

NEW BUSINESS:

- 1. Consideration of Second Intergovernmental Agreement (Coordinated Houseless Response Office)
 - a. Staff Report.....15.
 - b. First Intergovernmental Agreement (CHRO).....16.
 - c. Second Intergovernmental Agreement (CHRO).....21.

OTHER MATTERS

PUBLIC COMMENTS

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

STAFF COMMENTS

MAYOR & COUNCIL COMMENTS

ADJOURNMENT

EXECUTIVE SESSION (if necessary) per ORS 192.660



CITY OF LA PINE, OREGON

SPECIAL CITY COUNCIL MEETING

Tuesday, October 3, 2023, 5:30 p.m.

La Pine City Hall: 16345 Sixth Street, La Pine, Oregon 97739

Available online via Zoom: <https://us02web.zoom.us/j/89046748113>

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.

This is a Special City Council meeting at an irregularly scheduled time, due to the cancellation of the Regular City Council meeting scheduled for September 27, 2023. The Council elected to hold a Special Meeting to consider pending business in a timely manner and in the public interest.

The Special City Council meeting is a business meeting of the elected members of the La Pine City Council, in which matters that have come before the City in application, or legislatively/judicially by process can be acted upon under Old and New business. Matters that are not formally before the City or have yet to be initiated by application cannot be officially acted upon. If any party would like to initiate an action through process or application, city administrative staff are available during the regularly scheduled business hours of City Hall to provide assistance.

MINUTES

REGULAR COUNCIL MEETING

CALL TO ORDER

Mayor Richer called the meeting to order at 5:30 p.m.

ESTABLISH A QUORUM

Mayor Richer

Councilor Shields

Councilor Van Damme- Via Zoom

Councilor Ignazzitto

Councilor Morse

Student Councilor Marston

Geoff Wullschlager- City Manager

Ashley Ivans- Financial Director/Assistant City Manager – Via Zoom

Kelly West – Public Works Director

Brent Bybee- Principal Planner

Rachel Vickers – Associate Planner

Amanda Metcalf- Administrative Assistant

PLEDGE OF ALLEGIANCE

Mayor Richer led the pledge of allegiance.

PUBLIC COMMENTS

Public Comments provide an opportunity for members of the community to submit input on ongoing matters within the city. Any matter that warrants testimony and rebuttal may be debated during a public hearing on the matter.

Public Comments are limited to three (3) minutes per person; when asked to the podium, please state your name and whether you live within La Pine city limits. The acting chair may elect to respond to comments if the matter is within the jurisdiction of the city or defer to city staff for response.

None

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

None

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.

1. Meeting Minutes August, 30, 2023
2. Meeting Minutes September, 13, 2023

Councilor Ignazzitto made a motion to approve the consent agenda. *Councilor Morse seconded the motion.* Motion approved unanimously.

PRESENTATIONS:

DANCO – Low Income Housing Tax Credit (LIHTC) – Mr. Chris Dart – President

Chris Dart and George Schmidbauer were present to represent The DANCO Group (DANCO). He expressed that it was his intention to come before the Council to convey the importance of the tax exemption element of the project to its overall success. He also explained that DANCO assumed that the City of La Pine already had a tax exemption policy in place and was unaware that the City did not.

He asked if there was something DANCO could do, including a contribution, that can move the project forward and get the approval of the tax exemption. Mayor Richer asked if DANCO has spoken with any of the other tax districts to see how they feel about the exemption. Mr. Schmidbauer explained that he was unsuccessful in contacting the Parks and Rec department to speak with them about the exemption.

Councilor Van Damme asked Mr. Dart why DANCO chose La Pine and why the community services element of the project were focused on one segment of prospective residents. Mr. Schmidbauer explained that it was the State's priorities that shape the application elements that developers must meet, in addition to other funding they have applied for, to focus on rural communities and particular demographics groups to allow inclusivity. Councilor Van Damme asked why DANCO chose La Pine when there are other larger cities that are in more need. Mr. Dart stated that Deschutes County is in high need of affordable housing. In addition, he stated that the City of La Pine is a rural area and fits both criteria for grants that are being used for housing.

Councilor Ignazzitto clarified that having the resources available for the states priorities allows for DANCO to acquire more funding and is not the sole purpose of the project. Mr. Wullschlager also clarified that it is the State's priority to focus on particular societal elements within the current housing policy landscape.

Councilor Van Damme asked about the funds listed for resource classes in the application as she was concerned that \$25,000 was not enough to fund them all. Mr. Schmidbauer explained that NeighborImpact oversees the resource classes and gave DANCO this figure for the budget. Mr. Dart stated that \$20,000 a year is a common practice for affordable housing projects.

Mr. Bybee informed the Council of the population statistics that he acquired from the Portland University population information.

PUBLIC HEARING:

None

OLD BUSINESS:

1. Consideration of DANCO Communities multifamily housing proposal
 - a. Staff Report
 - b. DANCO responses
 - c. DANCO updated application/model (Spreadsheet will be displayed during open session)
 - d. Latino Community Association MOU
 - e. NeighborImpact MOU
 - f. Resident Services Plan – Huntington Apartments
 - g. Millage Table
 - h. Forecasted Exemption Schedule
 - i. Forecasted Financial Impact Table
 - j. Resolution 2023-XX & La Pine Low-Income Rental Housing Policy (Draft)

Mr. Wullschlager presented the associated staff report, and informed the Council that DANCO responded to the questions and concerns that were presented in the September 13th meeting.

The first question was regarding the Debt Coverage Ratio (DCR) and the low threshold presented versus the industry standard of 1.2%. DANCO responded that a 1.15% DCR is a widely accepted percentage, and their latest and final proforma reflects a 1.22 DCR. Mr. Wullschlager's recommendation was that this area of concern has been satisfied by DANCO, and the City should require that the updated application be filed with the Oregon Housing and Community Services (OHCS).

Secondly the Income to Expense Ratio was observed as decreasing over a seventeen-year measurement. DANCO responded, given the state underwriting requirements they require, that income escalation is underwritten at 2%, while expense escalation increase 3% each year. As long as the DCR remains positive through year 30 it is considered stable. In addition, it was explained by Mr. Wullschlager that the Deferred Developer Fee (DDF) is paid after all other expenses and is not calculated into the income/expense Ratio. Mr. Wullschlager's recommendation stated that this area of concern has been satisfied and that the City should not require further assurances.

It was also expressed that Deferred Developer Fees (DDF) raised concern with administration due to the discrepancies in the different areas of the budget. DANCO responded that the amount in the Operating Budget is the outstanding balance of the DDF yet to be paid, and the DCR is calculated before the DDF is paid thus deferring payment of the DDF to later years which would have no impact on the DCR. Mr. Wullschlager presented the Council with an accounting table that explained the DDF. He stated that DANCO satisfied the concern and there were no further questions regarding this topic.

The City's Tax attorney had questions about the Second Loan, Hard Debt, and queried whether there was a third-party contributor. DANCO responded that this figure was a place holder that has been removed in the current model. Mr. Wullschlager stated that this area of concern had been satisfied and required no other action.

Lastly there was a concern about Resident Services and how a contribution of \$25,000 dollars would be able to fund the services listed in the application. DANCO responded that this figure was received by NeighborImpact and the Latino Community Association as a supplementary provider. Both organizations have stated that they were comfortable with the annual fees outlined in the respective MOUs. It was DANCO's understanding that they have other sources of funding that complement the fees the project will pay. Administration was satisfied that NeighborImpact and the Latino Community Association have addressed the funding cap of \$25,000.00 per year for the listed services. However, there was language in the MOUs that need to be addressed including the property ownership definition, the definition of threshold and "regular ongoing basis" of the services, and ambiguity in the language regarding the accommodations that are to be provided. In addition, it was questioned as to why the 15-year requirement of services did not reach the 20-year state requirement. Mr. Dart explained that the MOUs are a year-to-year renewal contract which will allow for changes if the organization is not performing, in addition this MOU should state 20 years and DANCO will supply an amendment.

Councilor Van Damme was concerned about the resource classes and would like to have more detailed information. Councilor Ignazzitto clarified that the level of teaching would be the nonprofits' area or responsibility and not necessarily DANCO's, and they may not be able to provide more detail of the services. Mr. Dart explained that DANCO will be audited by the state and one of the areas of compliance for them is to continually provide these resources. Mr. Wullschlager expanded that if any contributor to

this project did not fulfil their agreement, the tax credits could be taken back, which would affect the overall long-term viability of the project and the financial stability of the investors. He stated that this should provide assurance to the Council as if the project were to lose its tax credits, investors would be looking for remuneration, likely through litigation.

Mr. Wullschlager presented the second portion of his analysis regarding financials and illustrated the breakdown of the tax distribution. DANCO stated that they had previously spoken to the school district and Mr. Wullschlager shared that he had spoken with the Fire District and the Parks and Rec. District. Parks and Rec. expressed that they were not in favor of the tax exemption, and a suggestion was made for DANCO that they can pay a contribution to help offset the concerns of the districts. Mr. Schmidbauer spoke about the AMI and it could be lower due to the Oregon Housing credit.

Mr. Wullschlager presented a table that displayed a positive impact for the City, and if DANCO was to provide a contribution to the City, Mr. Wullschlager recommended it be placed in an account that can later be distributed to the community with Community fund requests.

Mr. Wullschlager went over the proposed Resolution 2023-XX draft and clarified that action was not needed by the Council at the current time. He did clarify that once a resolution was adopted the City would have to adhere to the Oregon statues and the City's legal counsel will review the proposed resolution.

Councilor Van Damme reiterated her inquiry as to why DANCO chose the City of La Pine. Mr. Dart responded that Deschutes County was in high demand of housing, and that La Pine fit the criteria for State funding due to its rural location. Mr. Schmidbauer stated that DANCO applied for their main funding grant with two locations, one in Portland and one in La Pine, the State of Oregon funded the project in La Pine and did not fund the project for Portland. Mr. Wullschlager clarified the Lift Grant allowed for 10 million in funds due to the rural location of La Pine which presumably made the project proposal for the community financially viable.

NEW BUSINESS:

1. Letter regarding transfer of land from Deschutes County
 - a. Staff Report
 - b. Map
 - c. Draft Letter

Mr. Wullschlager presented the associated staff report explaining how the City received \$1.5 million dollars in seed funding from the State of Oregon. He expressed appreciation to Ms. Patricia Lucas, SLED executive director, who worked with Representative E. Werner Reschke to accomplish this goal. Mr. Wullschlager explained that the SLED Board identified a site on Reed Rd. near Hwy 97 that would be suitable for startup commercial ventures. Mr. Wullschlager presented a draft letter asking Deschutes County to donate Taxlot: 221014AB00108 to the City for this project.

Councilor Morse made a motion to approve the issuance of a letter seeking donation of Taxlot 221014AB0108 to the Deschutes Board of County Commissioners. *Councilor Ignazzitto seconded the motion.* Mayor Richer called for a roll call vote:

Councilor Van Damme- Aye

Councilor Shields- Aye

Councilor Ignazzitto- Aye

Councilor Morse- Aye

Motion passed unanimously.

2. Final Bills – Utilities

- a. Staff Report
- b. Resolution 2023-07 (Draft)
- c. Appendix A

Mrs. Ivans presented the staff report regarding past practices regarding final billing and Resolution 2023-07. Mrs. Ivans performed an audit of the utility accounts that had been final billed, her recommendation was that the City write off \$49,698.78 on the listed accounts. This amount was comprised of \$44,594.36 of penalties and \$5,104.42 in water and sewer service for homes that have sold since the bills were incurred. Mrs. Ivans clarified that while this was a substantial write-off, it was about 3% of the amount that is annually billed by the City.

Councilor Van Damme questioned previous practices and why final bills were not collected in the past 5 years. Mrs. Ivans informed the Council that during the Pandemic utility companies were not able to collect money for services and concluded that past utility clerks were unaware of a process for final billing. There were no other questions from the Council.

Councilor Ignazzitto made a motion to pass Resolution 2023-07 A Resolution of the City of La Pine authorizing the City finance department to write off certain uncollectible accounts receivable. *Councilor Shields seconded the motion.* Mayor Richer called for a roll call vote:

Councilor Van Damme- Aye

Councilor Shields -Aye

Councilor Ignazzitto-Aye

Councilor Morse-Aye

Motion passed unanimously.

3. Bank Account Operations

- a. Staff Report

Mrs. Ivans informed the Council that Umpqua Bank was offering 0.25% interest over LGIP for anything in excess of \$1 million dollars in deposits. Mrs. Ivans suggested to the Council that the City establish an account with Umpqua and establish a funds transfer to take advantage of the increased interest rate.

Councilor Van Damme made a motion that the City open a Money Market account with Umpqua Bank and Transfer \$3 million from LGIP to Umpqua. Another \$3 million should be transferred to Umpqua Bank from the current WaFd Money Market. *Councilor Morse seconded the motion.* Motion passed unanimously.

4. Adopting Fee Schedule
 - a. Staff Report
 - b. Resolution 2023-08
 - c. Exhibit A. Fee Schedule

Mrs. Ivans presented Resolution 2023-08 which was an updated Master Fee Schedule with the added records request fees that were removed when the new Fee Schedule was being updated at the beginning of the year.

Councilor Ignazzitto made a motion to approve Resolution 2023-08, A resolution of the City of La Pine adopting a Master Fee Schedule and establishing and/or adjusting certain city fees, rates, and charges. *Councilor Morse seconded the motion.* Mayor Richer called a roll call vote:

Councilor Morse- Aye

Councilor Ignazzitto- Aye

Councilor Shields- Aye

Councilor Van Damme- Aye

Motion passed unanimously.

5. Coordinated Houseless Response Office (CHRO) - Discussion
 - a. Board Agenda 09.21.23

Mayor Richer spoke about the Coordinated Houseless Response Office (CHRO) meeting and gave an update from their last meeting.

Mr. Wullschlager informed the Council that the joint session with Deschutes County was canceled due to staff and Council attending the League of Cities Conference and asked if rescheduling the meeting with the County Commission to the first meeting in November was acceptable. The Council agreed with the rescheduling of the Joint session to the first meeting in November.

OTHER MATTERS

None

PUBLIC COMMENTS

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

None

STAFF COMMENTS

Mr. Bybee introduced Rachel Vickers, Associate Planner, to the Council. He further introduced the City's application for Technical Assistance Grant Funds from DLCD. He discussed the grant application and read the recommendation from the State to the Council. Mr. Bybee updated the Council on the community outreach LaPine 2045, and the community events the City will be attending.

Mr. West updated the Council on Public Works Department staffing, sharing that the unity was at regular levels.

Mr. Wullschlager expanded that some water services have gone live in the new development and discussed the ongoing lift station concerns in the Industrial Park.

MAYOR & COUNCIL COMMENTS

Mr. Marston gave an update on their first school site plan where teachers and parents work together to help the students. Currently they are focusing on career readiness. Mr. Marston invited the Council to the Harvest Event. He informed that there are 85% of seniors that are on track to graduate for the current school year which was an improvement over the previous year.

Councilor Van Damme commented that the City should not focus solely on affordable housing but on all types of housing development.

Mayor Richer thanked everyone for coming to the meeting.

ADJOURNMENT

Mayor Richer adjourned the meeting at 7:24 p.m.

EXECUTIVE SESSION (if necessary) per ORS 192.660

None

_____ Date:
Daniel Richer, Mayor

ATTEST:

_____ Date:
Geoff Wullschlager, City Manager



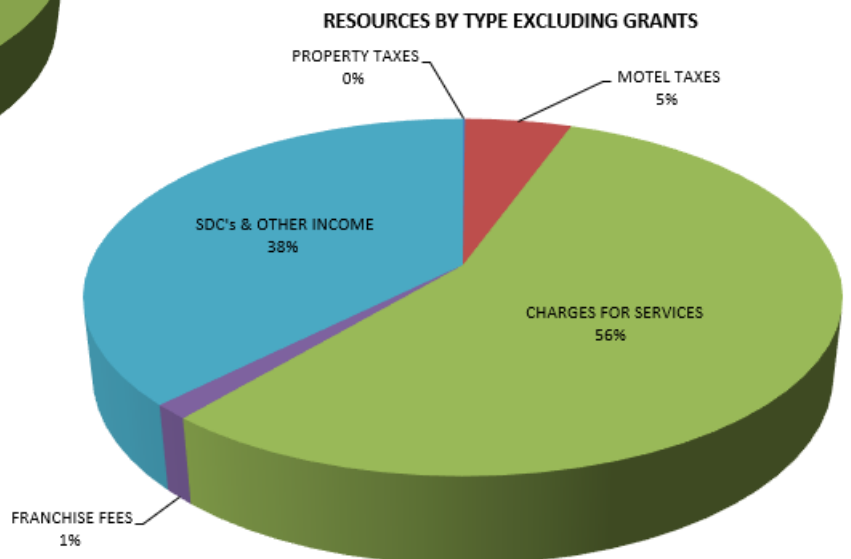
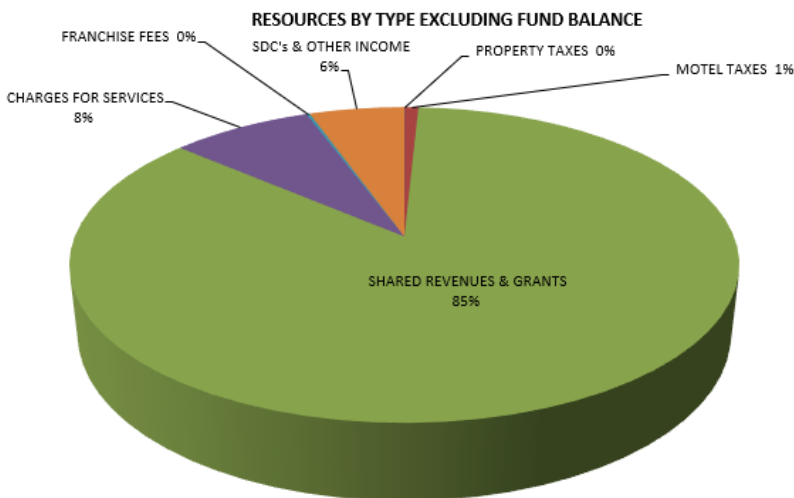
FINANCIAL SUMMARY September 30, 2023

TOTAL RESOURCES - BUDGET TO ACTUAL

	<u>AS OF SEPTEMBER 30, 2023</u>			
	Year	FY 2022-23	Budget	(25% lapsed)
	To Date	Budget	Remaining	% Earned
BEGINNING FUND BALANCE	11,262,680	11,262,680	-	100.0%
PROPERTY TAXES	1,090	477,330	476,240	0.2%
MOTEL TAXES	52,735	175,000	122,265	30.1%
SHARED REVENUES & GRANTS	5,720,844	22,025,026	16,304,182	26.0%
CHARGES FOR SERVICES	542,919	1,798,850	1,255,931	30.2%
FRANCHISE FEES	13,146	301,300	288,154	4.4%
SDC's & OTHER INCOME	365,717	1,099,083	733,366	33.3%
	<u>17,959,132</u>	<u>37,139,269</u>	<u>19,180,137</u>	<u>48.4%</u>

FINANCIAL HIGHLIGHTS – RESOURCES

- Staff is pleased to report that service revenue is over budget.
- Property Tax Revenue should increase in November when a majority of those taxes are collected.
- Franchise Fees will increase as our largest franchisee pays quarterly. We are expecting this payment in October



RESOURCES - BUDGET TO ACTUAL BY FUND

AS OF SEPTEMBER 30, 2023

	Year	FY 2022-23	Budget	(25% lapsed)
	To Date	Budget	Remaining	% Earned
GENERAL FUND				
BEGINNING FUND BALANCE	2,562,172	2,562,172	-	100.0%
PROPERTY TAXES	1,090	477,330	476,240	0.2%
SHARED REVENUES & GRANTS	21,151	1,200,000	1,178,849	1.8%
MOTEL TAXES (30%)	15,821	55,000	39,179	28.8%
CHARGES FOR SERVICES	(251)	17,700	17,951	-1.4%
FRANCHISE FEES	4,838	90,775	85,937	5.3%
MISCELLANEOUS & OTHER INCOME	91,605	115,500	23,895	79.3%
	<u>2,696,426</u>	<u>4,518,477</u>	<u>1,822,051</u>	<u>59.7%</u>
CEMETERY FUND				
BEGINNING FUND BALANCE	48,422	48,422	-	100.0%
CHARGES FOR SERVICES	900	1,200	300	75.0%
INTERFUND TRANSFERS - IN	-	20,000	20,000	
MISCELLANEOUS & OTHER INCOME	-	700		
	<u>49,322</u>	<u>70,322</u>	<u>300</u>	<u>70.1%</u>
STREETS FUND				
BEGINNING FUND BALANCE	1,456,315	1,456,315	-	100.0%
SHARED REVENUES & GRANTS	31,855	175,000	143,145	18.2%
FRANCHISE FEES	8,308	210,525		
MISCELLANEOUS & OTHER INCOME	-	16,000	16,000	0.0%
	<u>1,496,478</u>	<u>1,857,840</u>	<u>159,145</u>	<u>80.5%</u>
TOURISM FUND				
BEGINNING FUND BALANCE	302,150	302,150	-	100.0%
MOTEL TAXES	36,915	120,000	83,085	30.8%
MISCELLANEOUS & OTHER INCOME	-	3,600	3,600	
	<u>339,065</u>	<u>425,750</u>	<u>86,685</u>	<u>79.6%</u>
COMMUNITY DEVELOPMENT FUND				
BEGINNING FUND BALANCE	724,359	724,359	-	100.0%
CHARGES FOR SERVICES	18,321	55,000	36,679	33.3%
ADVANCED PLANNING FEES	2,769	70,000	67,231	4.0%
MISCELLANEOUS & OTHER INCOME	-	8,100	8,100	0.0%
	<u>745,450</u>	<u>857,459</u>	<u>112,009</u>	<u>86.9%</u>
INDUSTRIAL/ECONOMIC DEVELOPMENT				
BEGINNING FUND BALANCE	533,100	533,100	-	
INDUSTRIAL SITE LEASES / SALES	432	120,000	119,568	0.4%
MISCELLANEOUS & OTHER INCOME	1,951	52,200	50,249	3.7%
	<u>535,483</u>	<u>705,300</u>	<u>169,817</u>	<u>75.9%</u>
RESERVE FUND - WATER/SEWER				
BEGINNING FUND BALANCE	126,000	126,000	-	100.0%
INTERFUND TRANSFERS - IN	-	300,000	300,000	0.0%
	<u>126,000</u>	<u>426,000</u>	<u>300,000</u>	<u>29.6%</u>
DEBT RESERVE FUND				
BEGINNING FUND BALANCE	193,503	193,503	-	100.0%
	<u>193,503</u>	<u>193,503</u>	<u>-</u>	<u>100.0%</u>
SDC FUND				
BEGINNING FUND BALANCE	2,845,840	2,845,840	-	100.0%
SYSTEM DEVELOPMENT CHARGES	259,434	765,983	506,550	33.9%
INTERFUND TRANSFERS - IN	-	350,000		0.0%
	<u>3,105,274</u>	<u>3,961,823</u>	<u>506,550</u>	<u>78.4%</u>
WATER FUND				
BEGINNING FUND BALANCE	809,725	809,725	-	100.0%
GRANT REVENUE	1,756,955	9,347,526	7,590,571	18.8%
CHARGES FOR SERVICES	276,265	804,950	528,685	34.3%
MISCELLANEOUS & OTHER INCOME	12,252	56,500	44,248	21.7%
INTERFUND TRANSFERS - IN	-	400,000	400,000	0.0%
	<u>2,855,198</u>	<u>11,418,701</u>	<u>8,563,503</u>	<u>25.0%</u>
SEWER FUND				
BEGINNING FUND BALANCE	1,661,094	1,661,094	-	100.0%
GRANT REVENUE	3,908,114	11,302,500	7,394,386	34.6%
CHARGES FOR SERVICES	247,252	800,000	552,748	30.9%
MISCELLANEOUS & OTHER INCOME	475	10,500	10,025	4.5%
	<u>5,816,934</u>	<u>13,774,094</u>	<u>7,957,160</u>	<u>42.2%</u>



FINANCIAL SUMMARY
September 30, 2023

TOTAL EXPENDITURES - BUDGET TO ACTUAL

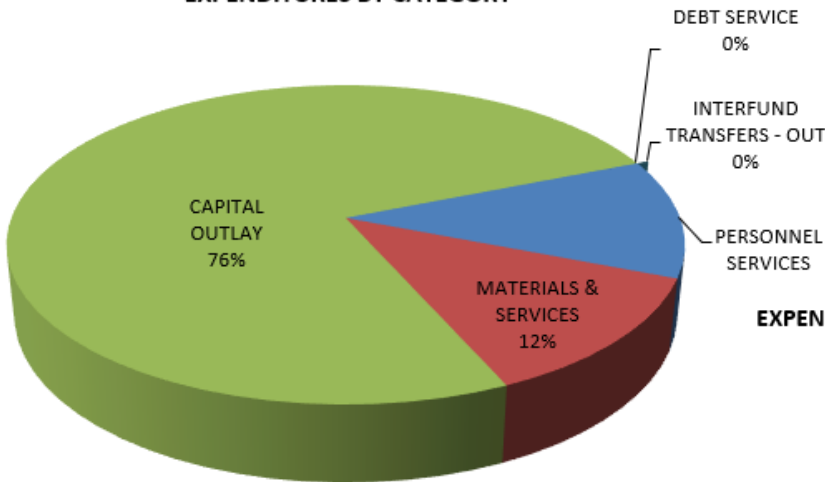
AS OF SEPTEMBER 30, 2023

	Year To Date	FY 2022-23 Budget	Budget Remaining	(25% lapsed)
PERSONNEL SERVICES	274,712	1,563,327	1,288,615	17.6%
MATERIALS & SERVICES	280,400	1,750,604	1,470,204	16.0%
CAPITAL OUTLAY	1,716,631	22,660,026	20,793,395	7.6%
DEBT SERVICE	-	231,768	231,768	0.0%
INTERFUND TRANSFERS - OUT	-	1,070,000	1,070,000	0.0%
	2,271,743	27,275,725	24,853,982	8.3%

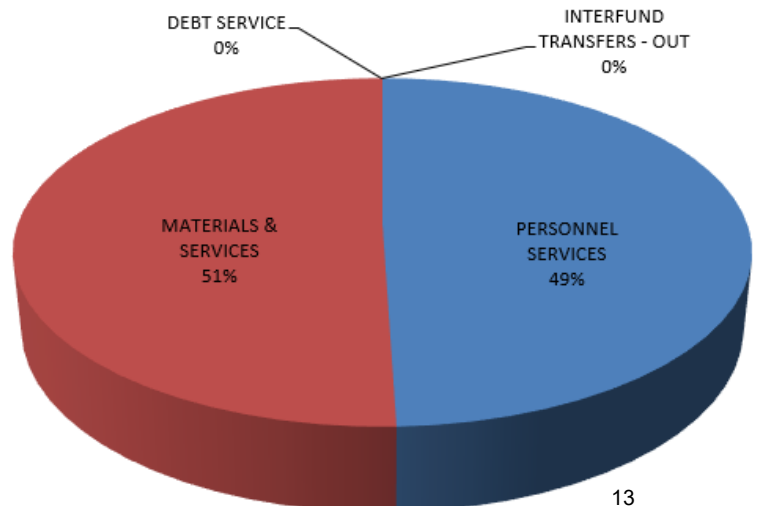
FINANCIAL HIGHLIGHTS – EXPENDITURES:

- Expenditures are in line with staff expectations, however we will be watching the Water & Sewer Fund. This is typical for Public Works Funds, and they seem to be balancing out.
- Capital Outlay is our greatest expense. This is due to the ongoing work for Water and Wastewater Capital Improvement Projects.

EXPENDITURES BY CATEGORY



EXPENDITURES BY CATEGORY EXCLUDING CAPITAL OUTLAY



EXPENDITURES - BUDGET TO ACTUAL BY FUND


AS OF SEPTEMBER 30, 2023

	Year To Date	FY 2022-23 Budget	Budget Remaining	(25% lapsed) % Expended
GENERAL FUND				
PERSONNEL SERVICES	36,332	220,895	184,563	16.4%
MATERIALS & SERVICES	52,278	323,500	271,222	16.2%
CAPITAL OUTLAY	30,711	1,075,000	1,044,289	2.9%
DEBT SERVICE	-	38,695	38,695	0.0%
INTERFUND TRANSFERS - OUT	-	420,000	420,000	0.0%
	<u>119,322</u>	<u>2,078,090</u>	<u>1,958,768</u>	<u>5.7%</u>
CEMETERY FUND				
MATERIALS & SERVICES	3,526	34,900	31,374	10.1%
CAPITAL OUTLAY	9,123	10,000	877	91.2%
	<u>12,649</u>	<u>44,900</u>	<u>32,251</u>	<u>28.2%</u>
STREETS FUND				
PERSONNEL SERVICES	27,770	152,606	124,836	18.2%
MATERIALS & SERVICES	32,694	293,235	260,541	11.1%
CAPITAL OUTLAY	9,123	230,000	220,877	4.0%
	<u>69,587</u>	<u>675,841</u>	<u>606,254</u>	<u>10.3%</u>
TOURISM FUND				
MATERIALS & SERVICES	22,769	120,700	97,931	18.9%
CAPITAL OUTLAY		75,000	75,000	0.0%
INTERFUND TRANSFERS - OUT	-	-	-	0.0%
	<u>22,769</u>	<u>195,700</u>	<u>172,931</u>	<u>11.6%</u>
COMMUNITY DEVELOPMENT FUND				
PERSONNEL SERVICES	41,565	321,270	279,705	12.9%
MATERIALS & SERVICES	13,096	101,463	88,367	12.9%
	<u>54,661</u>	<u>422,733</u>	<u>368,072</u>	<u>12.9%</u>
INDUSTRIAL AND ECONOMIC DEVELOPMENT				
MATERIALS & SERVICES	11,614	233,225	221,611	5.0%
CAPITAL OUTLAY		150,000		
	<u>11,614</u>	<u>383,225</u>	<u>221,611</u>	<u>3.0%</u>
WATER FUND				
PERSONNEL SERVICES	84,270	432,770	348,500	19.5%
MATERIALS & SERVICES	60,657	286,395	225,738	21.2%
CAPITAL OUTLAY	790,338	9,752,526	8,962,188	8.1%
DEBT SERVICE	-	193,073	193,073	0.0%
	<u>935,265</u>	<u>10,664,764</u>	<u>9,729,499</u>	<u>8.8%</u>
SEWER FUND				
PERSONNEL SERVICES	84,775	435,786	351,011	19.5%
MATERIALS & SERVICES	83,766	357,186	273,420	23.5%
CAPITAL OUTLAY	877,336	11,367,500	10,490,164	7.7%
INTERFUND TRANSFERS - OUT	-	650,000	650,000	0.0%
	<u>1,045,877</u>	<u>12,810,472</u>	<u>11,764,595</u>	<u>8.2%</u>



CITY OF LA PINE

STAFF REPORT

Meeting Date: November 8, 2023
TO: City Council
FROM: Geoff Wullschlager, City Manager 
SUBJECT: Second Intergovernmental Agreement (CHRO)

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

Councilmembers:

In compliance with HB4123, an IGA was adopted by all participating cities of the Coordinated Houseless Response Office in June 2022. The CHRO Governing Board has deemed it necessary to amend the initial IGA as:

- COIC is to provide functional general direction of the Office (instead of an Executive Director);
- Exhibit: CHRO Board Bylaws (new) have been proposed; and
- Local Continuum of Care, Homeless Leadership Coalition and Community Action Agency, NeighborImpact representatives are to be added as ex-officio, non-voting members to the CHRO Board as per counter-requested by the COIC Board.

This amendment does not adjust the City of La Pine’s responsibility or expected contributions to the CHRO Board.

Action:

As this is an Intergovernmental Agreement (administrative action) please discuss and provide direction by vote of support/consensus to the City Administration to move forward with execution of the agreement.

INTERGOVERNMENTAL AGREEMENT
COORDINATED OFFICE ON HOUSELESSNESS

****DRAFT: 6-15-22 ****

PARTIES

- Deschutes County, a political subdivision of the State of Oregon, (“County”)
- City of Bend, an Oregon Municipal Corporation, (“Bend”)
- City of La Pine, an Oregon Municipal Corporation, (“La Pine”)
- City of Sisters, an Oregon Municipal Corporation, (“Sisters”)
- City of Redmond, an Oregon Municipal Corporation, (“Redmond”)

RECITALS

A. ORS 190.010 authorizes units of local government to enter into Intergovernmental Agreements (“IGA”) for the performance of any or all functions which a Party to the IGA has the authority to perform.

B. The Parties to this IGA agree to support a joint effort to implement [HB 4123](#) and establish a countywide County-City Coordinated Houseless Response Office Pilot (“Office”).

C. The Office will operate under the general direction of the Deschutes County Administrator (“CA”) and subject to oversight and policy direction by the Oversight Board of Directors (“Board”).

D. The Board will be comprised of one (1) elected official from each Party to this IGA. Initial Board members have the opportunity to make important, foundational decisions at inception including ensuring sound governance and input to the County Administrator on the hiring of the Executive Director (“ED”). The Board will approve the Office Strategic Plan and will provide policy direction to the Office.

E. The Deschutes County Counsel office will act as legal advisor to the Executive Director, the CA, and the Board for matters related to the Office or the purpose of this IGA. Nothing in this IGA is intended to abrogate, waive, or diminish the attorney-client privilege or other confidentiality provisions applicable between City elected officials and City employees and legal counsel for their respective cities.

F. Parties to this IGA shall appoint a staff liaison to attend Board meetings and work/coordinate with the Office.

G. Board members shall serve as a liaison between their elected body and the Office.

H. As an entity authorized by statute and formed by an IGA with the authority to make decision on policy and administration, the Board is considered a public body for the purposes of the public meetings law, will hold noticed meetings open to the public, and otherwise act in accordance with Oregon Public Meetings Law.

I. The Office will include an Advisory Panel (“Panel”) comprised of houselessness experts drawn from the community, to include representatives with knowledge and experience in the areas of youth services, lived experiences, DEI, accessibility, housing, houselessness, land use, public education, health, education, philanthropy.

J. The Office will coordinate with and develop partnerships with local and regional stakeholders as specified in House Bill 4123.

K. The Office will be managed by an ED who will report to and be supervised by the CA or designee. The ED will be charged with general operation of the Office as more fully described in the Job Description attached hereto as Exhibit 1.

L. For the first two fiscal years, the Office will be funded with pilot funding of \$1,000,000 provided by the State of Oregon.

TERMS OF AGREEMENT

- 1. Effective Date/Duration.** This IGA shall be effective when signed by two or more Parties. Unless extended or earlier terminated in a writing signed by a majority of the Parties, this IGA terminates on June 30, 2027.
- 2. Commitment to Support.** Parties to this IGA commit to support the Office for a total of not less than five fiscal years. The Parties understand that this IGA will need to be amended as the funding and commitments for years 3-5 are further defined and clarified by the Parties.
- 3. Strategic Plan.** Within one year of receiving the funding from the State of Oregon, the Board will adopt a five-year strategic plan that identifies and sets goals as set forth in HB 4123.
- 4. Member Obligations.**
 - a. County will provide direct supervision to the Office and to all employees of the Office, including but not limited to the Executive Director. County will retain oversight of fiscal matters of the Office and will be responsible for all associated salary/wages, tax withholding, benefits, insurance, etc. No employment or contractual relationship of any kind exists or will exist between the Parties to this IGA (other than the County) and the Office/employees in the Office. The Office and the Board will be covered under the Deschutes County insurance.
 - b. Bend will provide staff liaison and for two years, office facility for the Executive Director and support staff.

- c. La Pine will provide a staff liaison.
- d. Sisters will provide a staff liaison.
- e. Redmond will provide a staff liaison.

5. General Terms.

- a. Assignment. This IGA, and each Party's rights and responsibilities associated with this IGA may not be assigned.
- b. Entire Agreement. This IGA sets forth the entire agreement of the parties with respect to the subject matter of the IGA and supersedes any and all prior negotiations, discussions, agreements and understandings of the parties.
- c. Recitals. The Recitals are incorporated into and made part of this IGA.
- d. Board Meetings. Meetings of the Board shall establish a meeting schedule [that meets quarterly or monthly].
- e. Panel Meetings. Meetings of the Panel shall occur monthly on the date established by the ED.
- f. Dispute Resolution. The Parties agree to attempt to resolve any disputes related to this IGA first by meeting between the City Managers and County Administrator. In the event dispute resolution is unsuccessful, this IGA will be construed, applied and enforced in accordance with the laws of the State of Oregon. Any action or proceedings arising out of this IGA will be initiated in the Circuit Court of Deschutes County, Oregon.
- g. Severability. If any provision of this IGA is held illegal or unenforceable in any respect, the remaining provisions remain in full force and effect to the extent possible.
- h. Access to Records. All parties to the IGA shall maintain fiscal records and all other records pertinent to this IGA.
 - 1. All fiscal records shall be maintained pursuant to generally accepted accounting standards, and other records shall be maintained to the extent necessary to clearly reflect actions taken.
 - 2. All records shall be retained and kept accessible for at least three years, or as otherwise required to be retained by Oregon law.
 - 3. If an audit, litigation or other action involving this IGA is started before the end of the three-year period, the records shall be retained until all issues arising out of the action are resolved or until the end of the three-year period, whichever is later.
 - 4. All Parties to this IGA and their authorized representatives shall have the right to direct access to all associated books, documents, and papers.

and records related to this IGA for the purpose of conducting audits and examinations and making copies, excerpts and transcripts.

5. In the event of a public records request, the Office is considered the custodian of the public records of the Board. To the extent more than one public body is the custodian of a given public record, when a city or county receives a request it has received from another public body, it may consult with the originating body to determine whether the records may be exempt from disclosure.
- i. Amendment/Extension. This IGA may be amended or extended by mutual written agreement of the Parties.
- j. Indemnification. Subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, each Party shall defend, indemnify, and hold each other Party, and its officers, agents, employees and volunteers, harmless against all liability, claims, losses, demands, suits, fees and judgments (collectively referred to as "claims") that may be based on, or arise out of, damage or injury (including death) to persons or property caused by or resulting from any act or omission of the Party in connection with the performance of this IGA or by conditions created thereby or based upon violation of any statute, ordinance or regulation. This indemnification shall not apply to claims caused by the sole negligence or willful misconduct of the other Party, its officers, agents, employees and volunteers. The Parties agree that they are not agents of each other and are not entitled to indemnification and defense under ORS 30.285 and ORS 30.287.
- k. Each Party has reviewed this IGA with its own legal counsel.
- l. The persons signing below acknowledge they have read and understood this agreement and certify that they have authorization from their governing bodies to execute this IGA and be bound by its terms.

CITY OF BEND

DESCHUTES COUNTY

By: _____
Date: _____

Nick Lelack, County Administrator
Date: _____

CITY OF LA PINE

By: _____
Date: _____

CITY OF SISTERS

By: _____
Date: _____

CITY OF REDMOND

By: _____
Date: _____

**SECOND INTERGOVERNMENTAL AGREEMENT COORDINATED
HOUSELESS RESPONSE OFFICE (“IGA”)**

****10-2-23****

PARTIES

- Deschutes County, a political subdivision of the State of Oregon, (“County”)
- City of Bend, an Oregon Municipal Corporation, (“Bend”)
- City of La Pine, an Oregon Municipal Corporation, (“La Pine”)
- City of Sisters, an Oregon Municipal Corporation, (“Sisters”)
- City of Redmond, an Oregon Municipal Corporation, (“Redmond”)

RECITALS

- A. ORS 190.010 authorizes units of local government to enter into Intergovernmental Agreements (“IGA”) for the performance of any or all functions which a Party to the IGA has the authority to perform.
- B. The Parties to this IGA agree to support a joint effort to implement [HB 4123](#) and establish and provide oversight for a Coordinated Houseless Response Office Pilot (“Office”).
- C. The participating local government agencies under HB 4123 include: Deschutes County and Cities of Bend, La Pine, Redmond, and Sisters (County/Cities). The Oversight Board for the Office and the HB 4123 project has been comprised of one (1) elected official from each County/Cities. In addition, one (1) Central Oregon Continuum of Care Board representative and one (1) NeighborImpact representative will be added to the Board as non-voting members (“Board”).
- D. The Board provides policy direction to the Office. The Board submitted a Coordinated Houseless Response Office (“CHRO”) 5-Year Strategic Plan, dated August 14, 2023, to guide the work of the Office, to the State in compliance with HB 4123.
- E. The Parties entered into an Intergovernmental Agreement Coordinated Office on Houselessness, effective December 7, 2022 (“original IGA”). The Parties intend that the Office will now operate under the general direction of the Central Oregon Intergovernmental Council (“COIC”) Executive Director or designee with consultation from HB 4123 participating local government agencies or administrative leadership, and subject to oversight and policy direction by the oversight Board. COIC’s roles and responsibilities, payments, timelines and check-ins, etc., will be set forth in a separate agreement, including a Scope of Work, between COIC and Deschutes County.

- F. COIC’s legal representative will act as legal advisor to the COIC for matters related to the Office and COIC’s role in operating the Office. It is expected that COIC’s legal counsel will consult with attorneys for the Parties as needed. Deschutes County counsel will represent the County Administrator and the County, and the other parties will be represented by their own legal counsel for the purpose of implementing this IGA. Nothing in this IGA is intended to abrogate, waive, or diminish the attorney-client privilege or other confidentiality provisions applicable between County/Cities elected officials and County/Cities employees and legal counsel for their respective County/Cities.
- G. Parties to this IGA will appoint a staff liaison to attend Board meetings and work/coordinate with the Office.
- H. Board members will serve as the sole liaisons between their respective elected body or organization and the Office to provide updates and/or request for commitments or actions.
- I. The Board’s purpose, authority, membership, terms, roles, and responsibilities, and more are outlined in the Board bylaws in the attached Exhibit 1.
- J. As an entity authorized by statute and formed by an IGA with the authority to make decision on policy and administration, the Board is considered a public body for the purposes of the public meetings law, will hold noticed meetings open to the public, and otherwise act in accordance with Oregon Public Meetings Law.
- K. The Office will include an Advisory Committee. The Advisory Committee’s Description, Distinction from the Governance Board, Roles and Responsibilities, Membership Categories and Advisory Committee Terms, are outlined in the Board bylaws in the attached Exhibit 1.
- L. The Office will coordinate with and develop partnerships with local and regional stakeholders as specified in House Bill 4123.
- M. The Office is funded with initial pilot funding of \$1,000,000 provided by the State of Oregon. County/Cities are responsible for continuing future funding commitments starting year 3 and for no less than five years as required in HB 4123 to continue the Office.

TERMS OF AGREEMENT

- 1. **Original Agreement Void.** The parties intend that upon the effective date of this IGA, the Original IGA shall be void and of no further effect. All references to the “IGA” in this document are to the Second IGA between the Parties.
- 2. **Effective Date/Duration.** This IGA shall be effective when signed by the last

Party to the Agreement. Unless extended or earlier terminated in a writing signed by all of the Parties, this IGA terminates on June 30, 2027.

- 3. Commitment to Support.** Parties to this IGA commit to support the Office for a total of not less than five fiscal years from the time the Parties received the grant funding under HB 4123 which was June 2022, or until this IGA terminates on June 30, 2027 (unless extended). The Parties understand that this IGA will need to be amended as the funding and commitments for years 3-5 are further defined and clarified by the Parties.
- 4. Strategic Plan.** The Board adopted a five-year strategic plan as required by HB 4123. The Board may update and change the five-year strategic plan.
- 5. Member Obligations.**
 - a. Subject to the ongoing financial commitment of each participating agency as outlined in Section 3 above, Deschutes County will enter into a separate agreement with COIC to provide functional support of the Office, including high level coordination, centralized communication, strategic visioning, leveraging existing funds and accessing new resources, leading the implementation of the strategic plan, helping create a responsive system county-wide for residents experiencing homelessness and other tasks as further set forth in the separate agreement. The separate agreement will include COIC's roles and responsibilities, payments, timelines and check-ins, and other tasks. Deschutes County will continue to be the grant recipient and maintain its responsibility for managing the \$1 million fund and reporting to the state, including when designating and assigning work to COIC, consistent with the State Grant Agreement.
 - b. Deschutes County will provide a staff liaison.
 - c. Bend will provide a staff liaison.
 - d. La Pine will provide a staff liaison.
 - e. Sisters will provide a staff liaison.
 - f. Redmond will provide a staff liaison.
- 6. General Terms.**
 - a. Assignment. This IGA, and each Party's rights and responsibilities associated with this IGA may not be assigned.
 - b. Entire Agreement. This IGA sets forth the entire agreement of the parties with respect to the subject matter of the IGA and

supersedes any and all prior negotiations, discussions, agreements and understandings of the parties.

- c. Recitals. The Recitals are incorporated into and made part of this IGA.
- d. Board Meetings. The Board has established a schedule where they meet regularly at noticed public meetings. See Board bylaws in attached Exhibit 1 for more information about Board meetings including membership, terms, attendance policy, frequency, officers, and other relevant provisions.
- e. Dispute Resolution. The Parties agree to attempt to resolve any disputes related to this IGA first by meeting between the City Managers involved in the dispute and the County Administrator. As needed, the Parties will communicate with the COIC Executive Director but understand that COIC is not a party to this IGA. In the event dispute resolution is unsuccessful, this IGA will be construed, applied and enforced in accordance with the laws of the State of Oregon. Any action or proceedings arising out of this IGA will be initiated in the Circuit Court of Deschutes County, Oregon.
- f. Severability. If any provision of this IGA is held illegal or unenforceable in any respect, the remaining provisions remain in full force and effect to the extent possible.
- g. Access to Records. All parties to the IGA shall maintain fiscal records and all other records pertinent to this IGA.
 - 1. All fiscal records shall be maintained pursuant to generally accepted accounting standards, and other records shall be maintained to the extent necessary to clearly reflect actions taken.
 - 2. All records shall be retained and kept accessible for at least three years, or as otherwise required to be retained by Oregon law.
 - 3. If an audit, litigation or other action involving this IGA is started before the end of the three-year period, the records shall be retained until all issues arising out of the action are resolved or until the end of the three-year period, whichever is later.
 - 4. All Parties to this IGA and their authorized representatives have the right to direct access to all associated books, documents, papers, and records related to this IGA for the purpose of conducting audits and examinations and making copies, excerpts, and transcripts.

5. In the event of a public records request, the COIC is considered the custodian of the public records of the Board. To the extent more than one public body is the custodian of a given public record, when a city or county receives a request, it has received from another public body, it may consult with the originating body to determine whether the records may be exempt from disclosure.
- i. Amendment/Extension. This IGA may be amended or extended by mutual written agreement of the Parties.
 - j. Indemnification. Subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, each Party shall defend, indemnify, and hold each other Party, and its officers, agents, employees and volunteers, harmless against all liability, claims, losses, demands, suits, fees and judgments (collectively referred to as “claims”) that may be based on, or arise out of, damage or injury (including death) to persons or property caused by or resulting from any act or omission of the Party in connection with the performance of this IGA or by conditions created thereby or based upon violation of any statute, ordinance or regulation. This indemnification shall not apply to claims caused by the sole negligence or willful misconduct of the other Party, its officers, agents, employees and volunteers. The Parties agree that they are not agents of each other and are not entitled to indemnification and defense under ORS 30.285 and ORS 30.287.
 - k. Each Party has reviewed this IGA with its own legal counsel.
 - l. The persons signing below acknowledge they have read and understood this agreement and certify that they have authorization from their governing bodies to execute this IGA and be bound by its terms.

CITY OF BEND

DESCHUTES COUNTY

By: Eric King, City Manager

Nick Lelack, County Administrator

Date: _____

Date: _____

CITY OF LA PINE

Title:
Date: _____

CITY OF SISTERS

Title:
Date: _____

CITY OF REDMOND

Title:
Date: _____

Exhibit 1

Insert CHRO Board Bylaws