



L A P I N E

O R E G O N

CITY OF LA PINE CITY COUNCIL MEETING REGULAR SESSION AGENDA

Wednesday, November 13, 2019

5:30 PM Regular Session

La Pine City Hall

16345 Sixth Street, La Pine, Oregon 97739

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

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

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

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

 - a. Minutes
 - i. Regular Session Minutes 10.23.2019
 - ii. Planning Commission Minutes 08.21.2019 (informational)
 - iii. Urban Renewal Minutes 09.23.2019 (informational)
 - b. Council and Staff Reimbursements
 - c. Financial Report
 - d. Appointment of Cathi VanDamme to Planning Commission

7. Public Hearing: 01ROWV-19 Right of Way Vacation of Old Main Court– Action Item
 - a. Open Public Hearing
 - b. Staff Report
 - c. Applicant Testimony
 - d. Open Public Testimony
 - e. Applicant Rebuttal
 - f. Deliberations
 - g. Close Hearing
8. Resolution 2019-12: A Resolution Transferring Funds Within Sewer Fund of the City Budget – Action Item
9. Pedestrian Crossing at Memorial and Huntington – Action Item
10. Small City Allotment Grant – Action Item
11. La Pine Chamber of Commerce Visitors Center Funding – Action Item
12. Other Matters

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

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

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



CITY OF LA PINE CITY COUNCIL MEETING REGULAR SESSION MINUTES

Wednesday, October 23, 2019

5:30 PM Regular Session

La Pine City Hall

16345 Sixth Street, La Pine, Oregon 97739

1. Call to Order

Meeting called to order by Mayor Richer.

2. Establish Quorum

Members Present: Mayor Daniel Richer, Council President Don Greiner, Councilor Michael Harper, Councilor Mike Shields.

Absent by Prior Arrangement: Councilor Connie Briese, Student Councilor Max Miller

Staff Present: City Manager Melissa Bethel, Administrative Assistant Kelly Notary

Staff Absent by Prior Arrangement: Public Works Director Jake Obrist

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

NONE

5. Public Comments

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

NONE

6. Consent Agenda

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

- a. Minutes
 - i. Regular Session Minutes 9.25.19
 - ii. Work Session Minutes 10.09.19
 - iii. Joint Meeting with BOCC Minutes 10.9.19
 - iv. Public Works Committee Meeting August 13, 2019 (informational)
- b. Council and Staff Reimbursements

Motion to approve the Consent Agenda by Greiner, with corrections made prior to meeting minutes from 10.09.19 regarding attendance, seconded by Harper. No objections; unanimously approved.

7. Community Funding Request – La Pine Christmas Basket Association, Wes Elliott Representing – Action Item

Wes Elliot provided a summation of the program; which provided 300 baskets last year and hopes to provide 400 this year. They are requesting \$500.00 from the City this year.

Motion to approve the Community Funding Request in the amount of \$500.00 for the La Pine Christmas Basket Association by Harper, seconded by Shields. No objections; unanimously approved.

8. Public Hearing Regarding CDBG Grant Closeout – Public Comment Only

Mayor Richer opened the public hearing by reading the public notice published in the paper to the room.

- i. Staff Report

Andrew Spreadborough was not available to be here due to a family emergency to give the Staff Report. Melissa Bethel stated that everything is on time and this is simply for public comment regarding the Grant with no action of comment required from Council.
- ii. Public Comments

None
- iii. Close Public Hearing

Closed by Mayor Richer.

9. Public Hearing Regarding Ordinance 2019-08: An Ordinance of La Pine Imposing Rules and Regulations Governing the Operation of Transient Merchants; Prohibiting Unlawful Transfers; and Imposing Penalties – Action Item

- a. Open Public Hearing

Mayor Richer opened the public hearing with Standard language.

 - i. Staff Report

Bethel provided the staff report, as per the packet.

Greiner asked about routing and management discretion in item 10.3 and Bethel advised they would be routed similarly to our current business license and event plans and that management discretion would be used in cases where someone came in last minute and Staff could sign off w/o routing under some circumstances.

Harper asked about large crowds and Bethel mentioned that in that case it would be an event permit and this is something different entirely.

Mayor Richer asked about signage rules and whether our ordinance would supersede ODOT regulations to which Bethel stated no it would not.

ii. Public Comments

None

iii. Close Public Hearing

Closed

iv. Deliberations

No further questions than those noted above from Council or the Mayor.

Greiner moves that the City of La Pine approve and pass Ordinance No. 2019-08 imposing rules and regulations on Transient Merchants, Shields seconded. Mayor Richer calls for a roll call vote.

Roll Call Vote:

Greiner: Aye

Shields: Aye

Harper: Aye

Briese: Absent w/ Prior Notice

Ordinance 2019-08 passed with a quorum vote of 3 Ayes.

10. Industrial Land IGA with Deschutes County – Action Item

Bethel provided a staff report regarding this item, as per the packet.

Motion to approve the renewal of the IGA by Greiner, Harper seconded, no objections, unanimously approved.

11. Approval of La Pine /State of Oregon Agreement No. 33766 – Action Item

Bethel provided a staff report regarding this item, as per the packet.

Motion to approve Agreement No. 33766 by Harper, Shields seconded, no objections, unanimously approved.

12. La Pine Chamber of Commerce Visitors Center Funding – Action Item

Bethel provided a staff report regarding this item, as per the packet.

Greiner stated that we give 72% of the TRT funding to them and wanted everyone in attendance to understand that this is their tax dollars. He does not feel this accounting is up to the standard of the past accountings and does not feel the it matches what the council requested of the Chamber.

Harper feels the same as Greiner as does not feel that this is a solid accounting of the funds.

Shields agrees that the document does not provide enough information.

Mayor agrees that information is not as clear as he would like.

Greiner requests an EXACT expenditure and until we get it funds should not be released.

Motion to withhold the funding and decline acceptance of the financial accounting provided by the La Pine Chamber of Commerce by Greiner, Harper seconded, no objections, unanimously declined to approve funding until further, in depth, accounting is provided.

13. Other Matters

Only items that were previously added above in the Added Agenda will be discussed

14. Public Comments

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

Bruce Schwandt (Non-Resident) stated he has reviewed the city's existing plans and documents; including the city charter, comp plan, transportation plan, etc. He then read a statement regarding his idea of how the city should move forward with a plan he called Disciplined Growth.

Gloria Fleming (Non-Resident) gave a history of La Pine and how/why the city was incorporated. She stressed the public involvement in the entire process including public

meetings. She stressed that while things seem fast right now it's only possible due to the work of so many over the years. She ended her time by thanking all of the council for their time and the work they put in, unpaid, for the residents.

15. Staff Comments

Bethel stated that the City has worked with the Chamber and Frontier Days and will officially be taking over the flag program on Hwy 97. ODOT has been a great partner in this and deserves kudos for their contribution and assistance.

Winter lights should go up the week of Nov. 1st.

The City has a Trunk or Treat spot this year and council is welcome to attend.

On Jan 8th there will be a Refinement Plan Open House at Rosland Elementary, this is a meeting night for Council and the staff suggestion is that the Open House be the first "meeting" of the year so that the Council in entirety can attend and take part.

United Way approached Bethel about being on their board and she would like a head nod agreement from Council allowing her to accept the position. It would take about 2 hours of her work day, once a month to attend meetings. They are generous donators to Central Oregon and she believes it will be valuable to have a La Pine representative. All councilors in attendance agreed that it was a good idea.

No further Staff Comments

16. Mayor and Council Comments

Greiner thanked Bethel for taking the spot-on United Way, reminded everyone that the light parade is coming up and we might want to take part, mentioned the flag retirement ceremony, mentioned the next LOC event and thinks council and staff should take part if they can. He also thanked the attendees for being here for the meeting.

Harper thanked Bethel for volunteering to take on the United Way and also thanked Gloria for her comments.

Mayor Richer asked Bethel for clarification on the snowflakes to which she stated that we will not have them this year, due to the realization that the new poles put in by ODOT do not have outlets built in at the top. A possible retro-fit might come to the table at some point, per Bethel. Richer also thanked all of the public commenters for taking part in the process of governing the City, as their presence and participation is key to running the City in the way that is best for all of its residents.

No further Council comments



CITY of LA PINE PLANNING COMMISSION MINUTES

Wednesday, August 21, 2019

5:30 p.m.

La Pine City Hall

16345 Sixth Street, La Pine, Oregon 97739

1. Call to Order

The meeting was called to order at 5:30 p.m. by Norm McClung

2. Establish Quorum

Members Present: Norm McClung, Russell Smith, John Cameron, Mary Hatfield

Absent w/ Prior Notice: Jane Gillette

Staff Present: Tammy Wisco, City Planner and Kelly Notary, Admin Asst.

3. Pledge of Allegiance

Led by John Cameron

4. Approval of Prior Meeting Minutes

a. March 6th, 2019

b. June 19th, 2019

Russ Smith Made a motion to approve the minutes, John Cameron seconded the motion, motion was unanimously approved.

5. Public Hearing -Variance Application (01VA-19)

Major variance application to construct a communication panel antenna that is greater than 5' in length in the Public Facilities (PF) zone. Property Address 16800 Reed Road (City of La Pine Property).

1. Staff Report

Quasi-Judicial Script Read Aloud.

Tammy Wisco provided Commission with Staff Report, as attached to meeting packet and presented a PowerPoint which will be added to the file.

2. Applicant Testimony

Laura Hopfer-Waters w/ J5 Infrastructure Partners representing the Applicant explained their position and need for an 8' antennas on the existing tower. Part of the project would be helping FirstNet, which is a first responder support network – on a dedicated service.

Commissioners asked about the location, size, range of signal, and noted that this would be specific to AT&T Customers and the FirstNet network only.

3. Open Public Testimony
None

4. Applicant Rebuttal
None

5. Close Hearing

Tammy had nothing to add above and beyond her staff report.

Discussion about potentially changing the code, at some point going forward, took place.

John Cameron Moved to approve 01VA-19 with recommended conditions of approval in the staff report, to allow a variance for installation of antennae up to 8-foot tall on existing mono-tower on tax lot 107 on the Deschutes County Tax Assessor's Map 22-10-1100, Russ Smith seconded, motion was unanimously approved.

6. Staff and Committee Comments

Tammy gave an update on the current the planning queue

7. Adjourn

Meeting adjourned at 6:02pm

Attest Kelly Notary
Kelly Notary, PW Admin

17. Adjourn Meeting

Meeting Adjourned by Mayor Richer.



CITY OF LA PINE URBAN RENEWAL AGENCY MEETING MINUTES

Tuesday, September 3, 2019

3:00 p.m. Regular Session

La Pine City Hall

16345 Sixth Street, La Pine, Oregon 97739

1. Call to Order

Vice Chairperson Michael Harper called the meeting to order at 3pm

2. Establish Quorum

Members Present: Michael Harper, Ann Gawith, Councilor Don Greiner, Andrea Hine, Mayor Dan Richer, and Jean Spetter-Sutton, Chairperson Vicki Russell arrived after Roll Call

Staff Present: City Manager Melissa Bethel and Administrative Assistant Kelly Notary

3. Pledge of Allegiance

Led by Dan Richer

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 Urban Renewal Agency.

5. Approval of Meeting Minutes

- a. June 4, 2019 Minutes

Motion to approve by Ann Gawith, seconded by Dan Richer. All in favor; approved.

6. Scott Orman – Sunriver/La Pine Economic Development Director Introduction

Scott Orman introduced himself to anyone he had not yet met and gave an overview of the goals for EDCO and SLED. Scott also provided information on new businesses moving into his district.

- a. 7 new engineering jobs in Sunriver
- b. 2 new e-commerce companies coming to La Pine in Fall

Discussion took place regarding the Store Improvement Program and vacant lots in the Industrial Park, as well as Scott's plan to speak to business directly and work to include them and assist them as La Pine grows rather than solely focusing on new business.

7. City Updates

Grant is officially ours for the transit station Phase 1.

Phase 2 will include the building and will be the next project the City works on to fund.

Path Easement is still in the works, it's a City Engineer issue due to the work load facing our engineer and planning at this time.

Lights on 97 do not have outlets at the top, so the addition of snowflakes or special lighting will have to wait until next year.

Need to start thinking about further SDC's to help prep for the street takeovers – Gas Tax or Street SDC's are going to be necessary sooner rather than later.

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

9. Public Comments

none

10. Staff Comments

none

11. Board Member Comments

Don wanted to let everyone know how impressed he is with Scott and the work he is doing for La Pine
Ann Gawith agreed with Don that having Scott here is very exciting.

12. Adjourn Meeting

FINANCIAL SUMMARY September 30, 2019

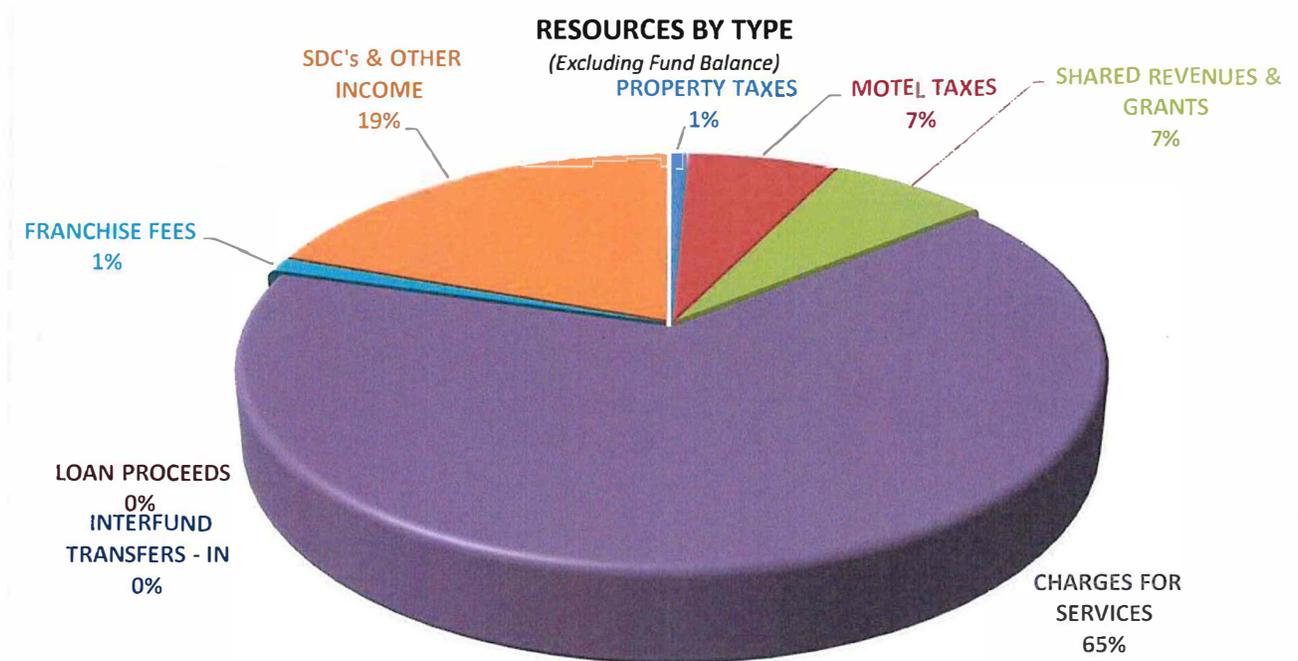
TOTAL RESOURCES - BUDGET TO ACTUAL

AS OF SEPTEMBER 30, 2019

	Year To Date	FY 2019-20 Budget	Budget Remaining	(25% lapsed) % Earned
BEGINNING FUND BALANCE	-	6,775,288	6,775,288	0.0%
PROPERTY TAXES	4,572	317,000	312,428	1.4%
MOTEL TAXES	45,347	90,000	44,653	50.4%
SHARED REVENUES & GRANTS	47,119	990,136	943,017	4.8%
CHARGES FOR SERVICES	444,152	1,340,100	895,948	33.1%
FRANCHISE FEES	7,288	200,000	192,712	3.6%
SDC's & OTHER INCOME	132,653	284,500	151,847	46.6%
INTERFUND TRANSFERS IN	-	1,183,000	1,183,000	0.0%
LOAN PROCEEDS	-	8,000,000	8,000,000	0.0%
	681,131	19,180,024	18,498,893	3.6%

FINANCIAL HIGHLIGHTS - RESOURCES:

- Beginning fund balances are not audited.
- Property taxes receipts will start coming in the first week of November.
- Interest income exceeded the annual budget of \$5K by \$27K.



RESOURCES - BUDGET TO ACTUAL BY FUND

AS OF SEPTEMBER 30, 2019

	Year To Date	FY 2019-20 Budget	Budget Remaining	(25% lapsed) % Earned
GENERAL FUND				
BEGINNING FUND BALANCE	-	629,427	629,427	0.0%
PROPERTY TAXES	4,572	317,000	312,428	1.4%
SHARED REVENUES & GRANTS	18,450	874,935	856,485	2.1%
CHARGES FOR SERVICES	8,783	11,600	2,817	75.7%
FRANCHISE FEES	7,288	200,000	192,712	3.6%
MISCELLANEOUS INCOME & GRANT:	65,863	42,000	(23,863)	156.8%
	104,956	2,074,962	1,970,006	5.1%
CEMETERY FUND				
BEGINNING FUND BALANCE	-	17,567	17,567	0.0%
CHARGES FOR SERVICES	1,155	3,500	2,345	33.0%
INTERFUND TRANSFERS - IN	-	10,000	10,000	0.0%
	1,155	31,067	29,912	3.7%
STREETS FUND				
BEGINNING FUND BALANCE	-	942,112	942,112	0.0%
SHARED REVENUES & GRANTS	21,929	115,000	93,071	19.1%
INTERFUND TRANSFERS - IN	-	200,000	200,000	0.0%
	21,929	1,257,112	1,235,183	1.7%
TOURISM FUND				
BEGINNING FUND BALANCE	-	170,209	170,209	0.0%
MOTEL TAXES	45,347	90,000	44,653	50.4%
MISCELLANEOUS INCOME	51	201	150	
	45,398	260,410	215,012	17.4%
COMMUNITY DEVELOPMENT FUND				
BEGINNING FUND BALANCE	-	69,943	69,943	0.0%
CHARGES FOR SERVICES	17,220	50,000	32,780	34.4%
SHARED REVENUES & GRANTS	6,740	31,000	24,260	21.7%
INTERFUND TRANSFERS - IN	-	63,000	63,000	0.0%
	23,960	213,943	189,983	11.2%
INDUSTRIAL/ECONOMIC DEVELOPMENT				
BEGINNING FUND BALANCE	-	32,888	32,888	0.0%
INDUSTRIAL SITE LEASES / SALES	4,000	18,000	14,000	22.2%
MISCELLANEOUS & OTHER INCOME	5,600	15,000	9,400	37.3%
INTERFUND TRANSFERS - IN	-	45,000	45,000	0.0%
	9,600	110,888	101,288	8.7%
RESERVE FUND - WATER/SEWER				
BEGINNING FUND BALANCE	-	1,539,225	1,539,225	0.0%
INTERFUND TRANSFERS - IN	-	315,000	315,000	0.0%
	-	1,854,225	1,854,225	0.0%
DEBT RESERVE FUND				
BEGINNING FUND BALANCE	-	193,503	193,503	0.0%
	-	193,503	193,503	0.0%
SDC FUND				
BEGINNING FUND BALANCE	-	2,348,044	2,348,044	0.0%
SYSTEM DEVELOPMENT CHARGES	54,701	195,000	140,299	28.1%
	54,701	2,543,044	2,488,343	2.2%
WATER FUND				
BEGINNING FUND BALANCE	-	200,248	200,248	0.0%
CHARGES FOR SERVICES	226,929	647,000	420,071	35.1%
MISCELLANEOUS & OTHER INCOME	6,438	500	(5,938)	1287.6%
LOAN PROCEEDS	-	1,000,000	1,000,000	0.0%
INTERFUND TRANSFERS - IN	-	550,000	550,000	0.0%
	233,367	2,397,748	2,164,381	9.7%
SEWER FUND				
BEGINNING FUND BALANCE	-	632,122	632,122	0.0%
CHARGES FOR SERVICES	186,065	610,000	423,935	30.5%
LOAN PROCEEDS	-	7,000,000	7,000,000	0.0%
MISCELLANEOUS & OTHER INCOME	-	1,000	1,000	0.0%
	186,065	8,243,122	8,057,057	2.3%

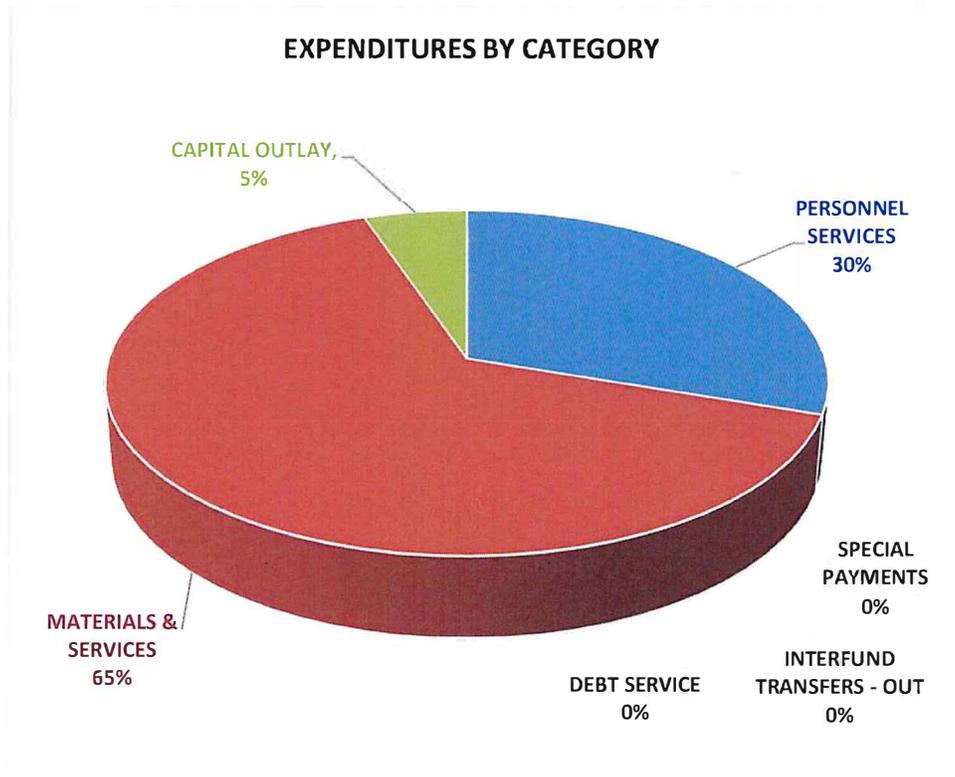
FINANCIAL SUMMARY JUNE 30, 2019

TOTAL EXPENDITURES - BUDGET TO ACTUAL AS OF SEPTEMBER 30, 2019

	Year To Date	FY 2019-20 Budget	Budget Remaining	(25% lapsed) % Expended
PERSONNEL SERVICES	100,221	676,754	576,533	14.8%
MATERIALS & SERVICES	214,125	1,334,098	1,119,973	16.1%
CAPITAL OUTLAY	17,524	9,925,000	9,907,476	0.2%
DEBT SERVICE	-	238,600	238,600	0.0%
SPECIAL PAYMENTS	-	15,000	15,000	0.0%
INTERFUND TRANSFERS - OUT	-	1,183,000	1,183,000	0.0%
	331,870	13,372,452	13,040,582	2.5%

FINANCIAL HIGHLIGHTS – EXPENDITURES:

- No transfers have been made yet. Normally done by mid-year after staff's review of budget/actual.
- Overall expenditures are being managed within budgetary expectations.



EXPENDITURES - BUDGET TO ACTUAL BY FUND

AS OF SEPTEMBER 30, 2019

	Year To Date	FY 2019-20 Budget	Budget Remaining	(25% lapsed) % Expended
GENERAL FUND				
PERSONNEL SERVICES	22,962	99,739	76,777	23.02%
MATERIALS & SERVICES	53,482	260,123	206,641	20.6%
CAPITAL OUTLAY	4,178	925,000	920,822	0.5%
DEBT SERVICE	-	44,600	44,600	0.0%
INTERFUND TRANSFERS - OUT	-	318,000	318,000	0.0%
	<u>80,622</u>	<u>1,647,462</u>	<u>1,566,840</u>	<u>4.9%</u>
CEMETERY FUND				
MATERIALS & SERVICES	1,618	13,767	12,149	11.8%
CAPITAL OUTLAY	-	10,000	10,000	0.0%
	<u>1,618</u>	<u>23,767</u>	<u>22,149</u>	<u>6.8%</u>
STREETS FUND				
PERSONNEL SERVICES	9,419	62,146	52,727	15.2%
MATERIALS & SERVICES	19,886	211,966	192,080	9.4%
CAPITAL OUTLAY	3,735	305,000	301,265	1.2%
	<u>33,040</u>	<u>579,112</u>	<u>546,072</u>	<u>5.7%</u>
TOURISM FUND				
MATERIALS & SERVICES	16,270	120,410	104,140	13.5%
CAPITAL OUTLAY	-	60,000	60,000	0.0%
	<u>16,270</u>	<u>180,410</u>	<u>164,140</u>	<u>9.0%</u>
COMMUNITY DEVELOPMENT FUND				
PERSONNEL SERVICES	-	109,045	109,045	0.0%
MATERIALS & SERVICES	2,733	81,898	79,165	3.34%
	<u>2,733</u>	<u>190,943</u>	<u>188,210</u>	<u>1.4%</u>
INDUSTRIAL/ECONOMIC DEVELOPMENT				
MATERIALS & SERVICES	11,550	94,888	83,338	12.2%
	<u>11,550</u>	<u>94,888</u>	<u>83,338</u>	<u>12.2%</u>
RESERVE FUND - WATER/SEWER				
INTERFUND TRANSFERS - OUT	-	176,000	176,000	0.0%
	<u>-</u>	<u>176,000</u>	<u>176,000</u>	<u>0.0%</u>
SDC FUND				
INTERFUND TRANSFERS - OUT	-	374,000	374,000	0.0%
	<u>-</u>	<u>374,000</u>	<u>374,000</u>	<u>0.0%</u>
WATER FUND				
PERSONNEL SERVICES	33,871	205,486	171,615	16.5%
MATERIALS & SERVICES	42,158	223,262	181,104	18.9%
CAPITAL OUTLAY	6,229	1,585,000	1,578,771	0.4%
DEBT SERVICE	-	194,000	194,000	0.0%
SPECIAL PAYMENTS	-	5,000	5,000	0.0%
	<u>82,257</u>	<u>2,212,748</u>	<u>2,130,491</u>	<u>3.7%</u>
SEWER FUND				
PERSONNEL SERVICES	33,970	200,338	166,368	17.0%
MATERIALS & SERVICES	66,427	327,784	261,357	20.3%
CAPITAL OUTLAY	3,382	7,040,000	7,036,618	0.0%
SPECIAL PAYMENTS	-	10,000	10,000	0.0%
INTERFUND TRANSFERS - OUT	-	315,000	315,000	0.0%
	<u>103,780</u>	<u>7,893,122</u>	<u>7,789,342</u>	<u>1.3%</u>



City of La Pine

Advisory Committee Application

Which Committee would you like to apply for? Please check as many as are applicable.

- Urban Renewal Agency Board
- Planning Commission
- Public Works Committee
- City of La Pine Budget Committee (must be a City Resident)
- Urban Renewal District Budget Committee (must be a City Resident)

General Information

Name: Catherine (Cathy) VAN DAMME
Address: 53724 Elm Ave. (PO Box 382)
City: La Pine State: OR Zip Code: 97739 Phone Number: 503-348-4869
Email Address: scvandamme@gmail.com
Do you reside within the city limits of La Pine? Yes

Statement indicating reason you would like to serve on this voluntary board, committee, or commission: _____

See attached

Special skills, interest, and/or hobbies that you believe would bring value to your ability to serve on this board, committee, or commission: _____

See attached

Current Occupation: Retired from education-administrative

Volunteer History

Other volunteer committee, board, or commission experience: _____

See attached

When: _____ Organization: _____

Type of Organization: _____

Address: _____ Phone Number: _____

Role: _____

Describe activities and achievements: _____

see attached

When: _____ Organization: _____

Type of Organization: _____

Address: _____ Phone Number: _____

Role: _____

Describe activities and achievements: _____

When: _____ Organization: _____

Type of Organization: _____

Address: _____ Phone Number: _____

Role: _____

Describe activities and achievements: _____

Other information/References

How did you hear about this position? *see attached*

Do you have any neighbors, friends, or relatives presently working for the City of La Pine? ___ Yes No. If yes, please

list: _____

References: Name: *Jake Christ* Number: *541-536-1432*

Name: *Ron Hitchcock* Number: *503-477-0220*

Name: *Mac Hazel* Number: *503-545-6434*

My signature affirms that the information contained in this application is true to the best of my knowledge. I understand and agree that any misrepresentation and/or omission of facts are cause for my removal from the board, committee, or commission to which I am appointed to. I further understand and agree that City policy requires disclosure of factual or potential conflicts of interest by persons appointed by the City Council to any committee. All information and/or documentation related to service on this board, committee or commission is subject to public records law disclosure, except as otherwise provided under applicable law.

Signature: *Cathi VanDamme* Date: *9-2-2019*

Printed Name: *Cathi VanDamme*

Catherine (Cathi) VanDamme

52724 Elm Drive/ PO Box 382, La Pine, OR| 503-348-4869 | scvandamme@gmail.com

Statement indicating reason to serve on the Planning Advisory Committee

I believe I have strengths in the areas of planning and development that would add to the current and future livability for the residents of La Pine as the City of La Pine continues to grow and develop.

What talents, skills, or abilities would you bring to the Planning Advisory Committee?

I am a proactive personality who considers the varying aspects of the issues facing a need and/or decision while keeping the human impact a high priority. I am organized and research details before making decisions that have big impacts on all involved. I have experience working with city and public utility agencies as well as with various branches of those working in the public service spectrum.

Volunteer History

City of La Pine, La Pine, OR., (2018 – Present)

- I am currently serving as an appointed Public Works Committee Member since the middle of 2018 and enjoy being a member of this committee. I enjoy working with the other members as we discuss items and bring ideas that serve the Council Members in an advisory manner as the Council builds upon the City of La Pine's growth and services to its residents.

Caufield Assn. of Neighbors, Oregon City, OR, (2000 – 2004)

- Directed monthly meetings, attended City Council Meetings and was a liaison between the City and the citizens to ensure information sharing was done in a friendly setting which helped citizen complaints be kept to a minimum
- Planned and provided a National Night Out meeting for the Oregon City Police and Fire Bureau to meet citizens and build a rapport with one another
- Held a Forum for those running for electoral offices in Oregon City, Clackamas County and the State of Oregon

Safety Committee, Portland Dept. of Transportation, Portland, OR, (2003 -2004)

- As Safety/Training Supervisor of Student Transportation, Portland Public Schools, I was appointed to the Portland Dept. of Transportation School Safety Committee to assist in the planning of the student safety for biking/walking to school

North Central assn. of neighbors, Gresham, OR, (2006 – 2008)

- Held monthly meetings, worked as liaison between the City of Gresham and the citizens to resolve issues and bring understanding to city decisions that may not have been liked by the citizens affected. Worked with the Planning Department and gave input to approve/disapprove new construction/contractors and businesses that required permits within the City of Gresham

Cathi VanDamme (cont.)

Appointed Board Director, Rockwood Water PUD, Gresham, OR, (2008)

- Attended monthly meetings to hear, discuss, vote to approve/disapprove items and budgets brought to the Board by the General Manager to allow the PUD to run smoothly without breaking laws while providing the most efficient and cost affective utility services to the citizens within the PUD District boundaries
- Attended and took part in conferences and national meetings of the National Water Works Association to ensure the PUD was operating under the highest standards
- Discussed matters relating to employee/employment issues
- Hired and/or Removed District General Manager
- Provided leadership and oversight for the PUD operations
- Represented the PUD in meetings and on committees as needed

Multnomah County, Elected Board Director, Chair and officers as needed, Rockwood Water PUD, Gresham, OR 12,000-15,000 services, (2008 – 2012)

- See above

Multnomah County, Elected Board Director, Chair and officers as needed, Rockwood Water PUD (2012 – 2016) (Resigned in Oct. 2015 due to moving to La Pine, OR.)

- See above

How did I hear about this position?

I received an email from the City Manager notifying me of the opening and I was immediately interested in applying.

CITY OF LA PINE

STAFF REPORT

TO: La Pine City Councilors

FROM: Tammy Wisco, PE, AICP Planning Consultant

SUBJECT: 01ROWV-19: Right-of-way vacation of Old Main Court, south of 2nd Street

AGENDA DATE REQUESTED: November 13, 2019

TYPE OF ACTION REQUESTED (Check one):

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

RECOMMENDED MOTION:

I move for the City Council to direct staff to draft an ordinance for Council consideration to vacate Old Main Court, from two feet south of the southern edge of 2nd Street, approximately 136 feet south to its terminus. The ordinance shall include utility easements as necessary.

ISSUE/COUNCIL MATTER:

Per ORS 271.080, a person interested in any real property in an incorporated city may file a petition setting forth a description of the ground proposed to be vacated, the purpose for which the ground is proposed to be used, and the reason for such vacation. The petition shall include consent of the owners of all abutting property and of not less than two-thirds in area of the real property affected. Notice shall be given as provided by ORS 271.110 and a vacation shall not be made before the date set for the hearing.

BACKGROUND:

The property owners of 51555 Old Main Court (Nathan & Angie Knott Family Trust) petitioned the City to vacate the right-of-way that currently exists as a north-south street connection to 2nd Street, which dead ends approximately 136 south of 2nd Street. Old Main Court does not serve as access for any other parcels to the south.



The City coordinated extensively with the La Pine Parks and Recreation District, the abutting owner immediately to the east of Old Main Court. The District has consented to the vacation of Old Main Court and has relinquished any interest they have in the eastern half of Old Main Court.

In return for the vacation of the right of way, and to ensure the public interest is not prejudiced, the applicant has agreed to design and construct 2nd Street to City local street standards for the full width of their property frontage (tax lot 4400), the width of Old Main Court, and connecting through to Huntington Road. The details of this construction will be included in the final ordinance and will include:

- full pavement width construction from west edge of tax lot 4400 to Huntington Road
- full frontage improvements (sidewalk, lighting, landscape strip) on south side of 2nd Street from west edge of tax lot 4400 to Huntington Road.

REQUIRED CONSENT FORMS AND UTILITY EASEMENTS:

The petitioner submitted consent and signature of property owners for all abutting properties (the petitioner and La Pine Park & Recreation District). In compliance with ORS 271.080, the petitioner obtained written consent from at least 2/3 of the owners of “affected property.”

Consent was also submitted for several utility companies: Midstate Electric, Cascade Natural Gas, Bend Broadband and Century Link. Two utility companies (Bend Broadband, Century Link) noted that they do have assets in the area of the proposed vacation and will require easements in these areas.

PUBLIC NOTICE:

Notice was given as provided by ORS 271.110. Notice of the hearing was published in the local paper, *Wise Buys* for the weeks of November 5 and November 12, 2019. Notice was posted at each end of the proposed vacation area in accordance with ORS 271.110, greater than 14 days before the hearing. Notice was also mailed to all local utility providers, as well as to all property owners of record within the affected area as defined by ORS 271.080. No objections were received in response to the notice at the time of staff report drafting.

ATTACHMENTS:

- Application
- Old Main Court vacation legal description
- Consent forms



City of La Pine
16345 6th Street
PO Box 2460
La Pine, OR 97739
541-536-1432

Right-of-Way Vacation Application

Fee: \$1,000.00 File Number: DIROWV-19

Name: Nathan & Angie Knott Family Trust Phone Number: 541/992-4405
Mailing Address: PO Box 197 City: Oris
State: OR Zip: 97348 Email Address: knottworks@gmail.com

PROPERTY DESCRIPTION

Property Address: 51555 Old Main Ct., LaPine OR 97739
Tax Lot: 22 Section: 10 Lot Numbers: 27-36 and Partially Vacated Rd, Block 32
Zone: Traditional Commercial / Downtown Overlay
Present Use: Commercial Industrial Residential Vacant Other

PROFESSIONAL SERVICES (IF ANY)

Architect/Designer/Engineer: BLRB Architects, Eric Nielsen
Address: 404 SW Columbia #120 City: Bend State: OR Zip Code: 97702
E-mail Address: enielsen@blrb.com
Phone Number: 541/330-6506 Fax Number: _____

PLEASE SUBMIT THE FOLLOWING WITH THIS APPLICATION

The petition shall contain the information required by state law, and:

- A title report showing ownership of the property abutting the area proposed to be vacated and in the affected area; and
- A tax map showing the area proposed to be vacated and the affected area.
- The attached petition forms with signatures indicating consent of the the owners of all abutting property, and of not less than two-thirds of the owners in the area affected by the right of way vacation.

Per ORS 271.080, the area affected by the vacation of right of way includes the land lying on either side of the right of way to be vacated, and extending laterally to the next street that serves as parallel street (not to exceed 200 feet), and the land on either side of the street for 400 feet along its course beyond each terminus of the part proposed to be vacated. Where a street is proposed to be vacated to its termini, the in an extension of the street for a distance of 400 feet beyond each terminus shall also be counted.

Nathan Knott
Print Name

Date


Signature

9/23/19
Date

FOR OFFICE USE ONLY
Date Received: <u>9/27/19</u>
Rec'd By: <u>KN</u>
Fee Paid: <u>\$1000.00</u>
Receipt #: <u>CK# 7593</u>

PETITION FOR VACATION

I, Nathan Knott, petition the City of La Pine to vacate the following described area:

SEE EXHIBIT A

My address for notice purposes is:

Name: Nathan Knott
Address: PO Box 197
City, State, Zip: Onis OR 97368

The purpose for which the ground is to be used is:

Development of a project consistent with the underlying zone.

The reason for the requested vacation is:

Provide sufficient area to allow for parking, landscape, snow load, access and traffic circulation.

Nathan Knott

Print Name



Signature

Date

9/23/19

Date

RIGHT-OF-WAY VACATION

Located in a portion of the Plat of La Pine in a portion of the Northwest one-quarter of the Northwest one-quarter of Section 14, Township 22 South, Range 10 East, Willamette Meridian, City of La Pine, Deschutes County, Oregon more particularly described as follows:

Commencing at the Northeast corner of Lot 36, Block 32, Plat of La Pine; thence along the West Right-of-Way line of Old Main Court South 0°26'32" West 2.00 feet to the TRUE POINT OF BEGINNING; thence South 89°31'06" East along the South Right-of-Way line of Second Street for 60.00 feet to the East Right-of-Way line of Old Main Court; thence South 0°26'32" West along said East Right-of-Way line 135.54 feet to the North line of the previously vacated portion of Old Main Court per Document No. 2000-50962, Deschutes County Official Records; thence along said North line North 89°57'12" West 60.00 feet to the East line of said Block 32; thence along said East line North 0°26'32" East 136.00 feet to the POINT OF BEGINNING;

Containing 8,145 square feet of land, more or less.

The basis of bearings of this description is South 89°31'06" East (North 89°31'06" West per CS18819) along the South line of 2nd Street per CS18819, records of the Deschutes County Surveyor's Office.

11-06-2019

REGISTERED
PROFESSIONAL
LAND SURVEYOR

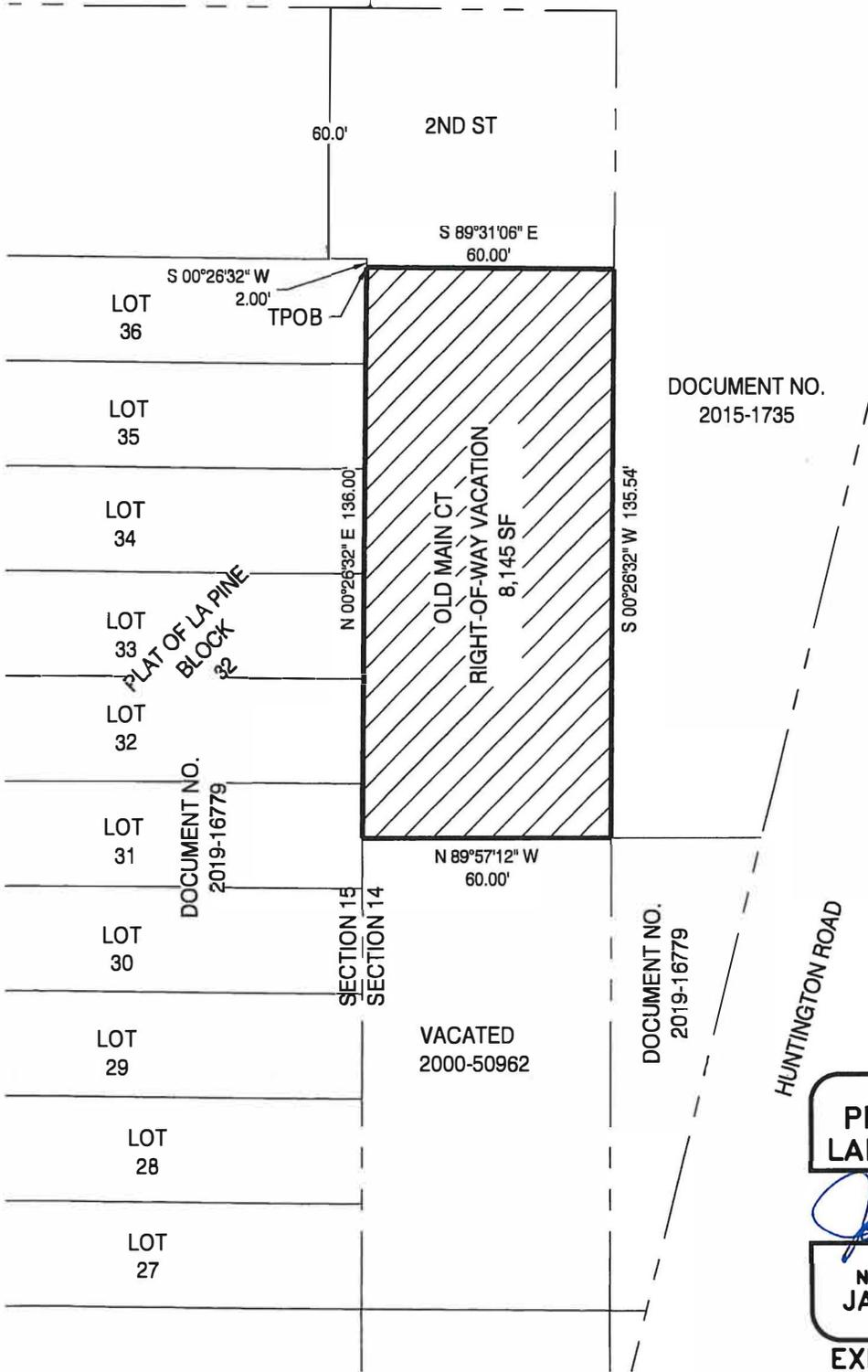
Jason L. Simes

OREGON
NOVEMBER 10, 2009
JASON L. SIMES
83256PLS

EXPIRATION DATE: 6-30-2020

EXHIBIT SKETCH

OF A RIGHT-OF-WAY VACATION IN A PORTION OF THE PLAT OF LA PINE
 LOCATED IN THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER
 OF SECTION 14, TOWNSHIP 22 SOUTH, RANGE 10 EAST, W.M., CITY OF LA PINE,
 DESCHUTES COUNTY, OREGON



SCALE: 1" = 40'

11-06-2019
**REGISTERED
 PROFESSIONAL
 LAND SURVEYOR**
Jason L. Simes
**OREGON
 NOVEMBER 10, 2009
 JASON L. SIMES
 63256PLS**
EXPIRES 6/30/20

PROJECT: 51555 OLD MAIN COURT		
DESIGN: JLS	DATE: 11/6/2019	REV: JLS

H.A. McCOY ENGINEERING &
 SURVEYING, LLC
 1180 SW LAKE ROAD, STE. 201
 REDMOND, OR 97756
 (541)923-7554

City of La Pine
Old Main Ct.
Right of Way Vacation Application
Submitted by: Nathan and Angie Knott

Petition Forms

Property owners

Nathan Knott

Michael Melcher

James Ferns

(City of La Pine consent to be provided by City)

Utilities

Cascade Natural Gas

Bend Broadband

CenturyLink

Mountain States Electric

CONSENT FOR VACATION

I consent to the vacation of the property described as:

SEE EXHIBIT A

I understand that my consent is to be appended to and made a part of a petition presented for the vacation of the above described area.

I am the owner of the property described as: 51555 Old Main Court, La Pine OR
97739

Nathan Knott

Print Name ~~Knott~~

Date


Signature

Date

7/19/19

CONSENT FOR VACATION

I consent to the vacation of the property described as:

SEE EXHIBIT A

I understand that my consent is to be appended to and made a part of a petition presented for the vacation of the above described area.

I am the owner of the property described as: 51535 Huntington Rd., La Pine OR
97739

Michael O. Melcher

Print Name

8/5/19

Date

Michael O. Melcher

Signature

8/5/19

Date

CONSENT FOR VACATION

I consent to the vacation of the property described as:

SEE EXHIBIT A

I understand that my consent is to be appended to and made a part of a petition presented for the vacation of the above described area.

I am the owner of the property described as: 51538 Morson Street La Pine OR
97739

James V. ~~James~~ ^{Farrs}

Print Name

7/24/19

Date



Signature

7/24/19

Date

CONSENT FOR RIGHT OF WAY VACATION FROM LA PINE FRANCHISE UTILITY PROVIDERS

Area of requested Right of Way Vacation:

Old Main Ct. South of 2nd St.

Include map and Legal Description or append as EXHIBIT A

See Attached

I understand that my consent is to be appended to and made a part of a petition presented for the vacation of the above described area.

As a La Pine Franchise Utility Provider, [indicate franchise] CASCADE NATURAL GAS CORP

- Does not have existing utilities within the area to be vacated
- Has existing utilities within the area to be vacated

As a La Pine Franchise Utility Provider, [indicate franchise]

- Consents to the vacation of this section of public right of way and does not require any easements within the area to be vacated.
- Consents to vacation of this section of public right of way but wishes to retain an easement for utilities within the area to be vacated. (Please attach description and details of any required easement.)
- Does not consent to the requested right of way vacation.

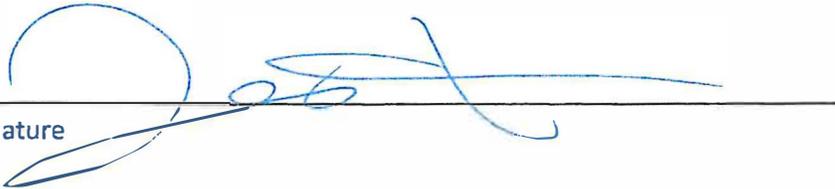
JUSTIN AICNER

Print name of Utility Provider Representative

ENGINEERING ASSOCIATE

Title

Signature



6-13-19

Date

CONSENT FOR RIGHT OF WAY VACATION FROM LA PINE FRANCHISE UTILITY PROVIDERS

Area of requested Right of Way Vacation:

Old Main Ct. South of 2nd St.

Include map and Legal Description or append as EXHIBIT A

See Attached

I understand that my consent is to be appended to and made a part of a petition presented for the vacation of the above described area.

As a La Pine Franchise Utility Provider, [indicate franchise] Bend Broadband

- Does not have existing utilities within the area to be vacated
- Has existing utilities within the area to be vacated *Ben*

As a La Pine Franchise Utility Provider, [indicate franchise]

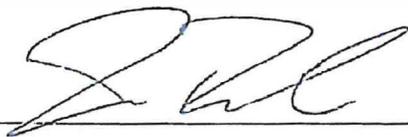
- Consents to the vacation of this section of public right of way and does not require any easements within the area to be vacated.
- Consents to vacation of this section of public right of way but wishes to retain an easement for utilities within the area to be vacated. (Please attach description and details of any required easement.)
- Does not consent to the requested right of way vacation.

Jared Pahl - Route Acquisition

Print name of Utility Provider Representative

Title

Signature



7/31/2019

Date

CONSENT FOR RIGHT OF WAY VACATION FROM LA PINE FRANCHISE UTILITY PROVIDERS

Area of requested Right of Way Vacation:

Old Main Ct. South of 2nd St.

Include map and Legal Description or append as EXHIBIT A

See Attached

I understand that my consent is to be appended to and made a part of a petition presented for the vacation of the above described area.



As a La Pine Franchise Utility Provider. [indicate franchise] MEC

- Does not have existing utilities within the area to be vacated
- Has existing utilities within the area to be vacated

As a La Pine Franchise Utility Provider. [indicate franchise] MEC

- Consents to the vacation of this section of public right of way and does not require any easements within the area to be vacated.
- Consents to vacation of this section of public right of way but wishes to retain an easement for utilities within the area to be vacated. (Please attach description and details of any required easement.)
- Does not consent to the requested right of way vacation.

Steve Aess Operations Manager
Print name of Utility Provider Representative Title


Signature

6/26/19
Date

CONSENT FOR VACATION

I consent to the vacation of the property described as:

SEE EXHIBIT A

I understand that my consent is to be appended to and made a part of a petition presented for the vacation of the above described area.

I am the owner of the property described as: Map and Taxlot: 221014 BB00203

Gray Garden
Print Name La Pine Parks & Recreation District

8-12-19
Date

Gray S. Jordan
Signature Board Chairman

8-12-19
Date

J Myers
8-12-19



2ND ST

MORSON ST

AREA OF JURISDICTIONAL SURRENDER



HUNTINGTON RD



ROAD DEPARTMENT

CITY OF LA PINE
JURISDICTIONAL SURRENDER
OLD MAIN CT

NOTICE OF HEARING: RIGHT-OF-WAY VACATION

LA PINE CITY COUNCIL

Notice is hereby given that the La Pine City Council will hold a public hearing on **Wednesday November 13, 2019 at 5:30pm** in the City Council Chambers at 16345 6th Street, La Pine, to consider a petition and ordinance for the vacation of right-of-way for Old Main Court, from the southern edge of 2nd Street, approximately 140 feet south to its terminus.

File Number: 01ROWV-19
Petitioner: Nathan & Angie Knott Family Trust
Location: La Pine: Old Main Court, from the south edge of 2nd Street to its terminus.
Date Petition Filed: 9/30/19

All persons wishing to be heard on this petition are invited to attend the public hearing, or to provide comments in writing prior to or at the hearing. Written comments may be emailed to info@lapineoregon.gov, mailed to City of La Pine, PO Box 2460, La Pine, OR 97739 or dropped off in person at City Hall. Interested persons may review the application at City Hall during normal business hours. Please contact City of La Pine Planning Consultant, Tammy Wisco, as 210.896.3432 if you have any questions.





CITY OF LA PINE

STAFF REPORT

Meeting Date: November 13, 2019
TO: La Pine City Council and Staff
FROM: Jake Obrist, Staff
SUBJECT: Supplemental Budget-Wastewater Design CDBG Funding Resolution 2019-12

TYPE OF ACTION REQUESTED (Check one):

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

Councilors and Staff:

Presented to you is Resolution 2019-12, the need for a Supplemental Budget in regards to the Wastewater Design for the Improvement and Expansion Project. These funds were used entirely from the Community Development Block Grant (CDBG) and is reflected accordingly in our budget. The design work took longer than expected and work was performed into the new fiscal year 2019-2020. CDBG allowed for the extension of the design work and grant funding was utilized into the new fiscal year, thus creating the need for a Supplemental Budget.

A Supplemental Budget is defined as, “the act of appropriating funds in addition to those already enacted in an annual budget.” Simply put, these expenditures of \$77,719 were not anticipated in this 2019-20 budget cycle. Fortunately, these expenditures are entirely accounted for through our CDBG grant funding. The City did not have to provide additional funding to cover these expenditures.

Direction:

Please make a **Formal motion to adopt Resolution 2019-12 transferring funds in and out of Capital Outlay 52-550-5700 within the sewer fund of the City budget.**

RESOLUTION NO. 2019-12

**A RESOLUTION TRANSFERING FUNDS FROM THE CONTINGENCY FUND TO THE CAPITAL FUND
WITHIN THE SEWER FUND OF THE CITY BUDGET**

WHEREAS, THE ABOVE ENTITLED MATTER came to the attention of the City Council, and the Council finds that it is necessary to adjust budget appropriations for City Funds for the 2019-20 fiscal year; and,

WHEREAS, this budget adjustment is necessary to reflect various needs that were unanticipated at the time of budget cycle, all of which are necessary to allow the City to perform its duties and be in budget compliance; and,

WHEREAS, in accordance with ORS 294.471 & 294.473 a public hearing is not required for any of the adjustments being proposed; and,

THEREFORE IT IS HEREBY RESOLVED that the following adjustments be included in the City Sewer Fund for fiscal year 2019-20.

Line Item	GL Number	Change
Decrease Engineering Design Wastewater Expansion Program	52-550-5700	(\$77,719)
Increase Engineering Design Wastewater Expansion Program	52-550-5700	\$77,719

Note: Adjustment is needed to complete Wastewater Design Project funded by CDBG.

APPROVED and ADOPTED by the Council on _____, 2019.

Daniel Richer, Mayor

ATTEST:

Melissa Bethel, City Manager



CITY OF LA PINE

STAFF REPORT

Meeting Date: November 13, 2019
TO: La Pine City Council
FROM: Melissa Bethel, Staff
SUBJECT: Request for crosswalk at Huntington & Memorial intersection

TYPE OF ACTION REQUESTED (Check one):

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

Councilors:

The City has been contacted by several community members regarding the need for a crosswalk at the intersection of Huntington and Memorial. Staff has reached out to the County (who has jurisdictional authority over the roads-see memo attached) to explore options regarding pedestrian facilities at this location. Although there is some concern regarding the lack of ADA infrastructure, the County is willing to install the signage and appropriate crosswalk markings at the Council request. Future development is anticipated in this location which will include construction of ADA required infrastructure at the time of development.

If Council wishes to proceed with installation of a crosswalk and appropriate signage:

Suggested Motion:

I move the City of La Pine formally request Deschutes County proceed with installation of a crosswalk and appropriate signage at the intersection of Huntington Road and Memorial Lane.



MEMORANDUM

Date: October 11, 2019
To: Melissa Bethel, La Pine City Manager
From: Chris Doty, Road Department Director
Subject: Crosswalk request at Huntington/Memorial intersection

The City has reported that residents have been requesting a crosswalk installation on Huntington Road at the intersection with Memorial Lane within the La Pine city limits to improve pedestrian crossing safety. Per ORS 810.010 city governing bodies are the *road authority* for all roads except state highways within their cities' limits "when the vehicle code requires the exercise of jurisdiction by the road authority." This includes the authority to place, maintain, and control traffic control devices, including signs, delineation, pavement markings, signals, and other devices. This authority resides with the City regardless of whether or not jurisdictional authority (as defined by ORS 368.016) resides with the County.

As such, the City retains the authority to install a crosswalk (with associated signage) at Huntington Road/Memorial Lane without permission of Deschutes County.

Huntington Road at the proposed location is a two-lane collector road with a posted speed of 30 MPH and contains a paved pedestrian walkway on its east side; Memorial Lane does not have any sidewalk or other pedestrian facilities. Currently, the County would only consider installation of a marked crosswalk on a collector road under the following conditions:

- At locations where pedestrian facilities exist on either side of the road, AND;
- At intersections where stop signs or traffic signals exist to direct pedestrians to those crossing locations and to prevent vehicular traffic from blocking the pedestrian path when stopping for a stop sign or red light, OR;
- At uncontrolled intersections within a school zone, OR;
- At uncontrolled intersections and midblock locations based on an engineering study where the posted speed limit is 40 MPH or less and illumination and traffic calming measures are provided.

These conditions are based on Federal Highway Administration (FHWA) guidance; that same guidance suggests that marked crosswalks do not provide any improvement to pedestrian safety over unmarked crosswalks on two-lane roads with speed postings less than 40 MPH.

As the City's road maintenance service provider per IGA (dated December 17, 2009) and per the provisions of the Central Oregon Public Works Partnership IGA, the County will install the crosswalk striping and associated MUTCD signage per the request of the City. The County, however, does not bear any responsibility associated with the City's decision to place a crosswalk at the intersection.



CITY OF LA PINE

STAFF REPORT

Meeting Date: November 13, 2019
TO: La Pine City Council
FROM: Melissa Bethel, Staff
SUBJECT: Small City Allotment Grant

TYPE OF ACTION REQUESTED (Check one):

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

Councilors:

In July the City applied for a Small City Allotment Grant to provide sidewalks along the south side of Finley Butte from where Bonnie Way intersects from the north until Walling Lane. The allotted \$100,000 has been granted. Attached are the agreement and information related to the award. Staff is requesting the Council accept the grant and approve the Mayor signing the agreement.

Suggested Motion:

I move the City of La Pine approve acceptance of the 2020 Small City Allotment Grant and approve the signing of the Agreement by the Mayor.



Oregon

Kate Brown, Governor

Department of Transportation
Transportation Development Division
555 13th Street NE, Suite 2
Salem, OR 97301
Phone: (503) 986-3420
Fax: (503) 986-4173

October 30, 2019

City of La Pine
16345 Sixth Street
La Pine, OR 97739

Subject: 2020 Small City Allotments Program Awards Announcement

Project Name : FINLEY BUTTE ROAD - SIDEWALK CONSTRUCTION

In accordance with ORS 366.805 and the recommendation of the Advisory Committee, I am pleased to announce your project was one of 53 selected to be funded. ODOT received 102 eligible applications requesting a total of \$9,814,566 with funding limited to \$5,195,000 it was a very competitive selection process.

The SCA award amount for your project is \$100,000.00

Per the information provided in the application we have generated the following project description that will be inserted into the Agreement. Please review the description carefully to ensure that it reflects the intent of the application submitted. If the description does not meet the intent of the application or you find that you will be unable to perform the improvements specified you need to contact us immediately, in writing (email preferred), addressing any discrepancies. Please be advised that the Project Description is designed to cover the critical aspects of the proposed improvements rather than every detail required to facilitate that effort e.g., if you proposed an asphalt overlay we do not need to include every step of that process but would instead just point out the critical elements involved. Recognize that Project Awards were based upon the information provided in your application therefore only minor changes will be considered.

Project Description:

Project will construct new walkways along the south side Finley Butte Road.

Your application *did not* indicate that your project will come into contact with a State Highway. If upon review you find that any portion of the project will touch a State Highway it is your responsibility to notify us immediately as additional obligations specific to ADA may be required; please refer to attachment.

In the next few weeks you will receive materials that are time sensitive and will require a prompt response. We have learned from previous experience that many small cities, eligible for these awards, have limited staff resulting in response delays or no response due to vacations, illness, staff turnover, etc. To ensure your responses are timely we ask that you complete the attached "Contact Information Form" to ensure that multiple people are receiving the materials we send and can respond in the event that the primary contact is not available. Please return the completed form no later than November 12, 2019 via email to SmallCityAllotments@odot.state.or.us . Note that though we recognize that cities may engage an outside entity to perform Project Management duties, for our purposes we request that all contact information provided is for City Staff members.

Included in the attachments please find the template for the Agreement that will be used for 2020 Small City Allotment Program awards. Take this opportunity to review the document and share it as necessary with those entities whose signature will be required. This will save time once it is presented to you for signatures.

Please be advised that only work that begins after the effective date of the executed Agreement will be eligible for reimbursement with SCA funds.

Your participation in the program is appreciated and we look forward to seeing your completed project. If you have questions regarding the SCA program, you may contact either myself at (503) 986-7202 or Deanna Edgar at (503) 986-3441.

Sincerely,

Alan Thompson
Small City Allotment Program Manager

Attachments: Contact Information Form
Letter to League of Oregon Cities w/ 2020 SCA Awards by City
ADA Compliance Information Sheet
Agreement Template

2020 Small City Allotment Awards by City

City	Award
Region 1	
Cascade Locks	100,000
Estacada	100,000
King City	100,000
North Plains	100,000
Total	400,000
Region 2	
Amity	100,000
Carlton	100,000
Detroit	100,000
Donald	100,000
Dundee	100,000
Falls City	100,000
Harrisburg	100,000
Hubbard	100,000
Idanha	100,000
Jefferson	100,000
Lowell	100,000
Millersburg	91,000
Monroe	100,000
Rainier	100,000
Rockaway Beach	100,000
Tillamook	100,000
Toledo	100,000
Vernonia	100,000
Wheeler	94,406
Willamina	100,000
Yachats	100,000
Total	2,085,406
Region 3	
Bandon	100,000
Coquille	100,000
Gold Beach	100,000
Gold Hill	69,400
Lakeside	100,000
Myrtle Creek	100,000
Port Orford	100,000
Rogue River	100,000
Shady Cove	78,647
Total	848,047
Region 4	
Condon	100,000

Culver	100,000
La Pine	100,000
Moro	100,000
Paisley	100,000
Wasco	100,000
Total	600,000
Region 5	
Echo	100,000
Elgin	92,128
Haines	100,000
Heppner	65,000
Hines	100,000
Huntington	100,000
Irrigon	100,000
Joseph	100,000
Nyssa	100,000
Pilot Rock	100,000
Seneca	100,000
Vale	100,000
Wallowa	100,000
Region 5 Total	1,257,128
2020 Program Total	5,190,581

GRANT AGREEMENT
OREGON DEPARTMENT OF TRANSPORTATION
SMALL CITY ALLOTMENT PROGRAM

Project Name

This Grant Agreement (“Agreement”) is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation (“ODOT”), and Recipient Name, acting by and through its Governing Body, (“Recipient”), both referred to individually or collectively as “Party” or “Parties.”

1. **Effective Date.** This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law (the “Effective Date”). The availability of Grant Funds (as defined in Section 3) shall end two (2) years after the Effective Date (the “Availability Termination Date”).
2. **Agreement Documents.** This Agreement consists of this document and the following documents:
 - a. Exhibit A: **Project Description**
 - b. Exhibit B: **Recipient Requirements**
 - c. Exhibit C: **Subagreement Insurance Requirements**
 - d. Exhibit D: **Documentation provided by Recipient prior to execution of the Agreement (i.e. application, Part 1 of the Project Prospectus, or similar)**

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

3. **Project Cost; Grant Funds.** The total estimated Project cost is \$100,500.00 In accordance with the terms and conditions of this Agreement, ODOT shall provide Recipient grant funds in a total amount not to exceed \$100,000.00. (the “Grant Funds”).
4. **Project.**
 - a. **Use of Grant Funds.** The Grant Funds shall be used solely for the Project described in Exhibit A (the “Project”) and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless ODOT approves such changes by amendment pursuant to Section 10(d).
 - b. **Eligible Costs.** Recipient may seek reimbursement for its actual costs to develop the Project, consistent with the terms of this Agreement (“Eligible Costs”).

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- i. Eligible Costs are actual costs of Recipient to the extent those costs are:
 - (A) reasonable, necessary and directly used for the Project;
 - (B) permitted by generally accepted accounting principles established by the Governmental Accounting Standards Board, as reasonably interpreted by the State, to be capitalized to an asset that is part of the Project; and
 - (C) eligible or permitted uses of the Grant Funds under the Oregon Constitution, the statutes and laws of the state of Oregon, and this Agreement.
- ii. Eligible Costs do NOT include:
 - (A) operating and working capital or operating expenditures charged to the Project by Recipient;
 - (B) loans or grants to be made to third parties;
 - (C) any expenditures incurred before the Effective Date or after the Availability Termination Date;
 - (D) costs associated with the Project that substantially deviate from Exhibit A, Project Description, unless such changes are approved by ODOT by amendment of this Agreement;
 - (E) right of way costs; or
 - (F) costs to adjust, reconstruct or relocate utilities.

c. Project Change Procedures.

- i. If Recipient anticipates a change in scope or Availability Termination Date, Recipient shall submit a written request to their ODOT project liaison. The request for change must be submitted before the change occurs.
- ii. Recipient shall not proceed with any changes to scope or Availability Termination Date before the execution of an amendment to this Agreement executed in response to ODOT's approval of a Recipient's request for change. A request for change may be rejected at the sole discretion of ODOT.

5. Reimbursement Process.

- a. ODOT shall reimburse Recipient for Eligible Costs up to the Grant Fund amount provided in Section 3. ODOT shall reimburse Eligible Costs within forty-five (45) days of ODOT's receipt and approval of a request for reimbursement from Recipient. Recipient must pay its contractors, consultants and vendors before submitting invoices to ODOT for reimbursement. Receipt of the final invoice by ODOT will trigger the need for ODOT's final on-site review of the Project.

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- b. On or after the Effective Date, and upon written request by Recipient, ODOT may advance to Recipient 50% of the Grant Funds.
 - c. Each reimbursement request shall be submitted on letterhead and include the Agreement number, the start and end date of the billing period, and itemize all expenses for which reimbursement is claimed. Upon request by ODOT, Recipient shall provide to ODOT proof of payment and backup documentation supporting Recipient's reimbursement requests.
 - d. ODOT's obligation to disburse Grant Funds to Recipient is subject to the satisfaction, with respect to each disbursement, of each of the following conditions precedent:
 - i. ODOT has received funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - ii. Recipient is in compliance with the terms of this Agreement.
 - iii. Recipient's representations and warranties set forth in Section 6 are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
 - e. Recipient shall, no later than ninety (90) days after the completion of the Project or Availability Termination Date, whichever occurs earlier, submit an invoice for the remaining eligible costs of Project which, when added to any amount previously advanced by State, shall not exceed the actual total cost of the Project or the Grant Funds, whichever is less. Failure to submit the final request for reimbursement within ninety (90) days after the completion could result in non-payment.
 - f. Recovery of Grant Funds. Any Grant Funds disbursed to Recipient under this Agreement that are expended in violation of one or more of the provisions of this Agreement ("Misexpended Funds") must be returned to ODOT. Recipient shall return all Misexpended Funds to ODOT promptly after ODOT's written demand and no later than fifteen (15) days after ODOT's written demand.
6. **Representations and Warranties of Recipient.** Recipient represents and warrants to ODOT as follows:
- a. **Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Recipient has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or

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supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.

- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. **No Solicitation.** Recipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
- d. **No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from any federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify ODOT immediately if it is debarred, suspended or otherwise excluded from any federally assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.
- e. **Compliance with Oregon Taxes, Fees and Assessments.** Recipient is, to the best of the undersigned(s) knowledge, and for the useful life of the Project will remain, current on all applicable state and local taxes, fees and assessments.

7. Records Maintenance and Access; Audit.

- a. **Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall ensure that each of its subrecipients and subcontractors complies with these requirements. ODOT, the Secretary of State of the State of Oregon (the "Secretary") and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the Grant Funds, or the Project for the purpose of making audits and examinations. In addition, ODOT, the Secretary and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of ODOT and the Secretary to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.
- b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for a period of seven (7) years after final payment. If there are unresolved audit questions at the end of the period described in this section, Recipient shall retain the records until the questions are resolved.

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- c. **Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by ODOT under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit ODOT to verify how the Grant Funds were expended.

This Section 7 shall survive any expiration or termination of this Agreement.

8. Recipient Subagreements and Procurements

- a. **Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, “subagreements”) for performance of the Project.
 - i. All subagreements must be in writing, executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
 - ii. Recipient shall require all of its contractors performing work under this Agreement to name ODOT as a third party beneficiary of Recipient’s subagreement with the Contractor and to name ODOT as an additional or “dual” obligee on contractors’ payment and performance bonds.
 - iii. Recipient shall provide ODOT with a copy of any signed subagreement, as well as any other purchasing or contracting documentation, upon ODOT’s request at any time. Recipient must report to ODOT any material breach of a term or condition of a subagreement within ten (10) days of Recipient discovering the breach.
 - iv. If the Project work is on or along a state highway, Recipient shall obtain, or require its contractor to obtain, permission from the appropriate ODOT District Office to work on or along the state highway. This Agreement does not provide permission to work on or along the state highway.
- b. **Subagreement indemnity; insurance.**

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

- i. Any such indemnification shall also provide that neither Recipient’s subrecipient(s), contractor(s) nor subcontractor(s), nor any attorney engaged by Recipient’s subrecipient(s),

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contractor(s) nor subcontractor(s) shall defend any claim in the name of ODOT or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's subrecipient is prohibited from defending the State, or that Recipient's subrecipient is not adequately defending the State's interests, or that an important governmental principle is at issue or that it is in the best interests of the State to do so. The State reserves all rights to pursue claims it may have against Recipient's subrecipient if the State of Oregon elects to assume its own defense.

- ii. If the Project or Project work is on or along a state highway, Recipient shall require its contractor(s) to meet the minimum insurance requirements provided in Exhibit C. Recipient may specify insurance requirements of its contractor(s) above the minimum insurance requirements specified in Exhibit C. Recipient shall verify its contractor(s) meet the insurance requirements in Exhibit C.
- iii. Recipient shall determine insurance requirements, insurance types and amounts, as deemed appropriate based on the risk of the work outlined within the subagreement. Recipient shall specify insurance requirements and require its contractor(s) to meet the insurance requirements. Recipient shall obtain proof of the required insurance coverages, as applicable, from any contractor providing services related to the subagreement.
- iv. Recipient shall require its contractor(s) to require and verify that all subcontractors carry insurance coverage that the contractor(s) deems appropriate based on the risks of the subcontracted work.
- c. **Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code and rules, ensuring that:
 - i. all applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement; and
 - ii. all procurement transactions are conducted in a manner providing full and open competition.
- d. **Conflicts of Interest.** Recipient's public officials shall comply with Oregon's government ethics laws, ORS 244.010 *et seq.*, as those laws may be subsequently amended.

9. Termination

- a. **Mutual Termination.** This Agreement may be terminated by mutual written consent of the Parties.
- b. **Termination by ODOT.** ODOT may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by ODOT in such written notice, under any of the following circumstances:

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- i. If Recipient fails to perform the Project within the time specified in this Agreement, or any extension of such performance period;
 - ii. If Recipient takes any action pertaining to this Agreement without the approval of ODOT and which under the provisions of this Agreement would have required ODOT's approval;
 - iii. If Recipient fails to perform any of its other obligations under this Agreement, and that failure continues for a period of 10 calendar days after the date ODOT delivers Recipient written notice specifying such failure. ODOT may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action;
 - iv. If ODOT fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement;
 - v. If Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
 - vi. If the Project would not produce results commensurate with the further expenditure of funds.
- c. **Termination by Either Party.** Either Party may terminate this Grant Agreement upon at least ten (10) days' notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Grant Agreement.
- d. **Rights upon Termination; Remedies.** Any termination of this Grant Agreement shall not prejudice any rights or obligations accrued before termination. The remedies set forth in this Grant Agreement are cumulative and are in addition to any other rights or remedies available at law or in equity.

10. GENERAL PROVISIONS

- a. **Indemnity.** RECIPIENT SHALL INDEMNIFY AND DEFEND ODOT AND ITS OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER ARISING OUT OF, OR RELATING TO THE INTENTIONAL MISCONDUCT, OR RECKLESS OR NEGLIGENT ACTS OR OMISSIONS OF RECIPIENT OR ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AGENTS UNDER THIS AGREEMENT.

ODOT shall reasonably cooperate in good faith, at Recipient's reasonable expense, in the defense of a covered claim. Recipient shall select counsel reasonably acceptable to the Oregon Attorney General to defend such claim and all costs of such counsel shall be borne by Recipient. Counsel must accept appointment as a Special Assistant Attorney General under ORS Chapter 180 before such counsel may act in the name of, or represent the interests of, ODOT, its officers, employees or agents. ODOT may elect to assume its own defense with an attorney of its own choice and its own expense at any time ODOT determines important governmental interests are

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at stake. ODOT agrees to promptly provide Recipient with notice of any claim that may result in an indemnification obligation hereunder. Subject to the limitations noted above, Recipient may defend such claim with counsel of its own choosing provided that no settlement or compromise of any such claim shall occur without the consent of ODOT, which consent shall not be unreasonably withheld, conditioned or delayed.

b. Contribution.

- i.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (“Third Party Claim”) against ODOT or Recipient with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party’s liability with respect to the Third Party Claim.
- ii.** With respect to a Third Party Claim for which ODOT is jointly liable with Recipient (or would be if joined in the Third Party Claim), ODOT shall contribute to the amount of expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of ODOT on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of ODOT on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties’ relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. ODOT’s contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if ODOT had sole liability in the proceeding.
- iii.** With respect to a Third Party Claim for which Recipient is jointly liable with ODOT (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by ODOT in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of ODOT on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of ODOT on the other hand shall be determined by reference to, among other things, the Parties’ relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Recipient’s contribution amount in any

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instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

- c. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- d. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- e. **Duplicate Payment.** Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- f. **No Third Party Beneficiaries.** ODOT and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.
- g. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email or mailing the same, postage prepaid, to Recipient Contact or ODOT Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 10(g). Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against ODOT, such facsimile transmission must be confirmed by telephone notice to ODOT Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.
- h. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between ODOT (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

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Agreement No.

- i. Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, including without limitation as described in Exhibit B. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- j. Insurance; Workers' Compensation.** All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- k. Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of ODOT. Recipient has no right or authority to incur or create any obligation for or legally bind ODOT in any way. ODOT cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of ODOT, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- l. Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- m. Counterparts.** This Agreement may be executed in two or more counterparts, each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- n. Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. Recipient, by the signature below of its authorized representative, acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

SIGNATURE PAGE TO FOLLOW

ODOT/Recipient
Agreement No.

ODOT/Recipient
Agreement No.

THE PARTIES, by execution of this Agreement, acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

The Project was approved on [INSERT MONTH, DAY, YEAR] by the Program Implementation and Analysis Manager.

Recipient, by and through its elected officials

STATE OF OREGON, by and through its

Department of Transportation

By _____
(Legally designated representative)

By _____
Program Implementation and Analysis Unit Manager

Name _____
(printed)

Name _____
(printed)

Date _____

Date _____

By _____

APPROVAL RECOMMENDED

Name _____
(printed)

By _____
Small City Allotment Program Manager

Date _____

Date _____

**LEGAL REVIEW APPROVAL
(If required in Recipient's process)**

By _____

By _____
Recipient's Legal Counsel

State Traffic-Roadway Engineer

Date _____

Date _____

Recipient Contact:

Name/Title
Address
Phone
Email

SCA Program Manager:

Alan Thompson
555 13th Street NE
Salem, OR 97301-4178
Phone: 503-986-7202
Alan.L.Thompson@odot.state.or.us

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EXHIBIT A

Project Description

Agreement No.

Project Name:

A. PROJECT DESCRIPTION

Example:

Project consists of paving, sidewalk, ADA, and drainage on US 101 from approximately Avenue A to Avenue F.

Recipient acknowledges that such Project improvements funded under this Agreement may trigger other Recipient responsibilities under the Americans with Disabilities Act. Recipient agrees that it is solely responsible for ensuring Americans with Disabilities Act compliance pursuant to Exhibit B, Recipient Requirements, Section VI.

(Insert name of street(s)) (is or are) part of the city street system under the jurisdiction and control of Recipient.

EXHIBIT B

Recipient Requirements

- I. Recipient shall comply with all applicable provisions of ORS 279C.800 to 279C.870 pertaining to prevailing wage rates and including, without limitation, that workers on the Project shall be paid not less than rates in accordance with ORS 279C.838 and 279C.840 pertaining to wage rates and ORS 279C.836 pertaining to having a public works bond filed with the Construction Contractors' Board.
 - II. Recipient is responsible for all Project costs in excess of the Grant Funds.
 - III. Recipient and the ODOT project liaison shall, upon completion of all on-site work for the Project, perform an on-site review. Once review is completed, the ODOT project liaison may recommend acceptance of Project by providing written documentation affirming that the Project is complete and requesting final payment from ODOT's SCA Program Manager.
 - IV. Recipient shall, at its own expense, maintain and operate the Project upon completion and throughout the useful life of the Project at a minimum level that is consistent with normal depreciation or service demand or both. The Parties agree that the useful life of the Project is defined as seven (7) years from its completion date (the "Project Useful Life"). For any portion of the Project that is not within ODOT's or Recipient's jurisdiction (the "County Portion"), Recipient shall enter into a maintenance agreement with the county having jurisdiction over the County Portion (the "Maintenance Agreement"). The Maintenance Agreement must designate the entity that will maintain the County Portion for the Project Useful Life. No Grant Funds will be disbursed until ODOT receives an executed copy of the Maintenance Agreement. This paragraph shall survive any expiration or termination of this Agreement.
 - V. Recipient shall maintain insurance policies with responsible insurers or self-insurance programs, insuring against liability and risk of direct physical loss, damage or destruction of the Project, at least to the extent that similar insurance is customarily carried by governmental units constructing, operating and maintaining similar facilities. If the Project or any portion is destroyed, insurance proceeds will be paid to ODOT, unless Recipient has informed ODOT in writing that the insurance proceeds will be used to rebuild the Project.
- VI. Americans with Disabilities Act Compliance**
- a. **State Highway:** For portions of the Project located on or along the State Highway System or a State-owned facility ("state highway"):
 - i. Prior to the commencement of work, Recipient shall obtain, or require its contractor to obtain, permission from the appropriate ODOT District Office to work on or along the state highway. This Agreement does not provide permission to work on or along the state highway.

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- ii. Recipient shall utilize ODOT standards to assess and ensure Project compliance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, "ADA"), including ensuring that all sidewalks, curb ramps, pedestrian-activated signals meet current ODOT Highway Design Manual standards;
 - iii. Recipient shall follow ODOT's processes for design, construction, or alteration of sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current ODOT Curb Ramp Inspection form;
 - iv. At Project completion, Recipient shall send a completed ODOT Curb Ramp Inspection Form 734-5020 to the address on the form and to State's Project Manager for each curb ramp constructed or altered as part of the Project. The completed form is the documentation required to show that each curb ramp meets ODOT standards and is ADA compliant. ODOT's fillable Curb Ramp Inspection Form and instructions are available at the following address:

<https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>
 - v. Recipient shall promptly notify ODOT of Project completion and allow ODOT to inspect Project sidewalks, curb ramps, and pedestrian-activated signals located on or along a state highway before acceptance of Project by Recipient and before release of any Recipient contractor.
 - vi. Recipient shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs, comply with ODOT standards, and include accessibility features equal to or better than the features present in the existing pedestrian facility. Recipient shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, disability organizations, and ODOT at least 10 days before the start of construction.
- b. Local Roads:** For portions of the Project located on Recipient roads or facilities that are not on or along a state highway:
- i. Recipient shall ensure that the Project, including all sidewalks, curb ramps, and pedestrian-activated signals, is designed, constructed and maintained in compliance with the ADA.
 - ii. Recipient may follow its own processes or may use ODOT's processes for design, construction, or alteration of Project sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current Curb Ramp Inspection form, available at:

<https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>;

ODOT/Recipient
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Additional ODOT resources are available at the above-identified link. ODOT has made its forms, processes, and resources available for Recipient's use and convenience.

- iii. Recipient assumes sole responsibility for ensuring that the Project complies with the ADA, including when Recipient uses ODOT forms and processes. Recipient acknowledges and agrees that ODOT is under no obligation to review or approve Project plans or inspect the completed Project to confirm ADA compliance.
 - iv. Recipient shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs and include accessibility features equal to or better than the features present in the existing pedestrian route. Recipient shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, and disability organizations prior to the start of construction.
- c. Recipient shall ensure that any portions of the Project under Recipient's maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of the Project. This includes, but is not limited to, Recipient ensuring that:
- i. Pedestrian access is maintained as required by the ADA,
 - ii. Any complaints received by Recipient identifying sidewalk, curb ramp, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,
 - iii. Recipient, or abutting property owner, pursuant to local code provisions, performs any repair or removal of obstructions needed to maintain the Project in compliance with the ADA requirements that were in effect at the time the Project was constructed or altered,
 - iv. Any future alteration work on Project or Project features during the useful life of the Project complies with the ADA requirements in effect at the time the future alteration work is performed, and
 - v. Applicable permitting and regulatory actions are consistent with ADA requirements.
- d. Maintenance obligations in this Section VI shall survive termination of this Agreement.

VII. Work Performed within ODOT's Right of Way

- a. Prior to the commencement of work, Recipient shall obtain, or require its contractor to obtain, permission from the appropriate ODOT District Office to work on or along the state highway. This Agreement does not provide permission to work on or along the state highway.
- b. If the Project includes traffic control devices (see ODOT's Traffic Manual, Chapter 5, for a description of traffic control devices) on or along a state highway, Recipient shall, pursuant to Oregon Administrative Rule (OAR) 734-020-0430, obtain the approval of the State Traffic Engineer prior to design or construction of any traffic control device being installed.

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- c.** Recipient shall enter into a separate traffic signal agreement with ODOT to cover obligations for any traffic signal being installed on a state highway.
- d.** Recipient shall ensure that its electrical inspectors possess a current State Certified Traffic Signal Inspector certificate before the inspectors inspect electrical installations on state highways. The ODOT's District Permitting Office shall verify compliance with this requirement before construction. The permit fee should also cover the State electrician's supplemental inspection.

EXHIBIT C

Subagreement Insurance Requirements

GENERAL.

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

The insurance specified below is a minimum requirement that the contractor within the subagreement shall meet. Recipient may determine insurance types and amounts in excess to the minimum requirement as deemed appropriate based on the risks of the work outlined within the subagreement.

Recipient shall require the contractor(s) to require that all of its subcontractors carry insurance coverage that the contractor deems appropriate based on the risks of the subcontracted work. Contractor shall obtain proof of the required insurance coverages, as applicable, from any subcontractor providing Services related to the Contract.

TYPES AND AMOUNTS.

i. WORKERS COMPENSATION.

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide **Workers' Compensation Insurance** coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employer's Liability Insurance with limits not less than \$500,000 each accident. **Contractor shall require compliance with these requirements in each of its subcontractor contracts.**

ii. COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury and property damage and shall include personal and advertising injury liability, products

ODOT/Recipient
Agreement No.

and completed operations, and contractual liability coverage. Amounts below are a minimum requirement as determined by ODOT:

Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

iii. AUTOMOBILE Liability Insurance: Automobile Liability.

Automobile Liability Insurance covering Contractor's business-related automobile use covering all owned, non-owned, or hired vehicles for bodily injury and property. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Amount below is a minimum requirement as determined by ODOT:

Coverage shall be written with a combined single limit of not less than \$1,000,000.

iv. ADDITIONAL INSURED.

The Commercial General Liability Insurance and Automobile Liability Insurance must include the **"State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees"** as an **endorsed Additional Insured** but only with respect to the contractor's activities to be performed under the Subcontract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

v. "TAIL" COVERAGE.

If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance or pollution liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of twenty-four (24) months following the later of: (i) the contractor's completion and Recipient's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing twenty-four (24) month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the twenty-four (24) month period described above, then the contractor may request and ODOT may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If ODOT approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

vi. NOTICE OF CANCELLATION OR CHANGE.

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

vii. CERTIFICATE(S) OF INSURANCE.

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

The Recipient shall immediately notify ODOT of any change in insurance coverage.



CITY OF LA PINE

STAFF REPORT

Meeting Date: November 13, 2019
TO: La Pine City Council
FROM: Melissa Bethel, Staff
SUBJECT: Approval of Chamber TRT accounting and release of 2nd quarter installment.

TYPE OF ACTION REQUESTED (Check one):

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

Councilors:

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

At the October 23rd City Council meeting the City Council voted 3-0 against approving the submitted accounting documents for payment (see attached). The City sent the attached letter to the Chamber on October 28th with the previously supplied example. On October 31st City officials and Staff received an email with an addendum to the quarterly report (attached).

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



LA PINE
OREGON

CITY OF LA PINE

16345 Sixth Street — PO Box 2460

La Pine, Oregon 97739

TEL (541) 536-1432 — FAX (541) 536-1462

www.lapineoregon.gov

October 28, 2019

La Pine Chamber of Commerce and Visitor Center

PO Box 616

La Pine, Oregon 97739

Re: First Quarter 2019 Financial Report / 2nd Quarter Funding

Dear Chamber Board,

In reviewing the Financial Report submitted by the Chamber/Visitor Center submitted on October 8th, 2019 the City Council has declined to approve next quarters' funds, until such a time as more detailed reports, equal in substance to the ones provided as an example from prior boards, in prior years, are submitted.

In a vote cast at the October 23rd, 2019 meeting the Council voted 3-0, with one voting member not present, to request clear and concise accounting of all expenditures, revenue, and percentages of TRT dollars being used before approving the next quarter of funds, for which you invoiced on 10/01/2019 via Invoice No. 2.

Please reference our signed Agreement to Provide Tourism-Related Services dated July 1, 2019, Section 3.4 for the specific outline of what level of reporting is mandated by our agreement and Exhibit A attached.

Sincerely,

Melissa Bethel,

City Manager

Exhibit A

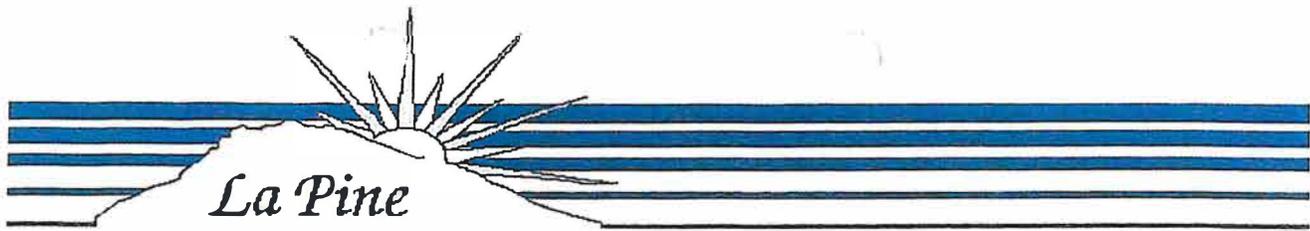
LA PINE CHAMBER TRT REPORT JAN 1 – JUNE 30, 2009

TRT REVENUE RECEIVED

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

EXPENDITURE OF TRT FUNDS

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



La Pine
Chamber of Commerce P.O. Box 616, La Pine, Oregon 97739 (541) 536-9771

August 27, 2009

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

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

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

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

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

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

Phone calls:	654
Walk-ins:	539

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

Submitted by:

Dan Varcoe
Executive Director

Quarterly Report for Visitor Center/ La Pine Chamber

July, August and September 2019

Ann Gawith, Executive Director

During the first quarter of 2019-2020:

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

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

We naturally work closely with-

La Pine Frontier Days

KNCP Radio

Sunriver Chamber

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

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

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

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

Thank you,

 10/8/19
Ann Gawith, ED La Pine Chamber of Commerce and Visitor Center



Invoice

Date Invoice #
10/1/2019 2

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

Bill To

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

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

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

Ordinary Income/Expense

Income

Visitor Center Income

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

Total Visitor Center Income	25,498.39
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Expense

Visitor's Center Expenses

Program Expense

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

Visitor's General Operating

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

Total Expense	26,559.30
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GROSS PROFIT	-1,060.91
---------------------	------------------

12:14 PM
10/07/19
Cash Basis

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

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

12:18 PM
10/07/19
Cash Basis

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

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

12:18 PM
10/07/19
Cash Basis

**La Pine Chamber of Commerce
TRT Grants
July through September 2019**

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



PO Box 616, La Pine OR 97739
541-536-9771 Fax- 541-536-8410
director@lapine.org

January 20, 2017

Dear Mayor & Council,

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

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

Sincerely,

A handwritten signature in cursive script, appearing to read "Ann Jewitt".



PO Box 616, La Pine OR 97739
541-536-9771 Fax- 541-536-8410
director@lapine.org

May 3, 2016

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

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

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

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

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

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

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

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

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

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

Executive Director, La Pine Chamber of Commerce & Visitor Center



PO Box 616, La Pine OR 97739
541-536-9771 Fax- 541-536-8410
director@lapine.org

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

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

Respectfully,

A handwritten signature in black ink, appearing to read "Ann Jewitt".

Executive Director



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director@lapine.org

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

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

Respectfully,

A handwritten signature in cursive script, appearing to read "Ann Gerwitz".

Executive Director



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

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

Year re-cap of activities:

Phone Calls : 1,148
Walk-ins: 859
Visitor packets mailed: 317

Regards,


Director



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541-536-9771 Fax- 541-536-8410
director@lapine.org

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

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

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

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

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

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

Regards,

Ann Gawith, Director



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

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

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

Phone calls—347 (average 6 per day)

Walk-ins— 279 (average 5 per day)

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

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

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

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

Sincerely,


Director

PO Box 616, La Pine OR 97739
541-536-9771 Fax- 541-536-8410
director@lapine.org



PO Box 616, La Pine OR 97739
541-536-9771 Fax- 541-536-8410
director@lapine.org * www.lapine.org

October 28, 2019

Memorandum

To: City of La Pine Council & Mayor
Melissa Bethel, City Manager

Re: TRT Invoice and quarterly report

**BOARD
OF
DIRECTORS
2019

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President**

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**Executive
Director
Ann Gawith**

**Executive Assistant
Teri Myers**

We sincerely appreciate the support the City gives us to operate what we can proudly say is the biggest and best visitor center in Central Oregon ... maybe even Oregon. We have grown this and the whole brand of "La Pine, the Heart of the Newberry Country Trail" every year. We help over 1,000 visitors yearly that come thru our Visitor Center to find out what there is to do in our area. We also hope the City will continue support and increase the Visitor Center share of the TRT funds as the amount continues to grow when new lodging comes on line within the City. There are still many things we would like to improve such as the Visitor portion of the Chamber website and signage for the Newberry Country Trail. We do a pretty good job with the resources we currently work with, but have great vision for what could be possible with more funding.

For 2020 we are increasing the printing of our very popular Visitor Guide to 20,000 copies (up from 15,000). The reception and reach of this guide has been amazing; both by tourists and recreation partners. This project was started with seed money from the La Pine Chamber of Commerce and we are proud to say it is entirely produced by our staff and is now completely self-funded. That is not to say in the future there won't be a need for TRT funds to continue the project in it's current form (not all Executive Director's will have graphics expertise). As a frame of reference the Sunriver Visitor Guide costs \$60,000 to produce 40,000 copies and all the revenue goes to the publishing company.

We are passionate about furthering the all important connection of Tourism to the sustainability of our local business community. We have been instrumental in the recognition of La Pine and Newberry Country within Travel Oregon and other Destination Marketing Organizations in the state. When I came on board the end of 2011 the state and COVA listed Newberry Caldera as "south of Bend" ... now it is listed as in our backyard with La Pine as the "Trailhead" for the NCT, as it should be. We have leveraged our enhanced association with Travel Oregon and COVA into being a major player at the tourism table for the region. We are active in the RCTP (Rural Cooperative Tourism Program) in our region and assist with disbursement of the RCTP grants from state TRT funds. This goes along with assisting with local events that have the potential to bring tourism to the area such as the new "Powwow" and Cycle Oregon. We continue to help build our community's signature events such as the Frontier Days and La Pine Rodeo, High Lakes Car Club "Show 'n Shine", Octoberfest and more.

This letter is meant to augment the list of our activities that was sent with the original report. If the council has questions about the report or our activities please let us know. We value our partnership with the City and always wish to be transparent with how we spend the TRT funds we are allocated.

Sincerely,

Visitor Center financial summary:

- * The Visitor Center is operated with a budget separate from the Chamber (see attached)
This has been the standard since 2011. This budget shows how the TRT monies, Visitor Guide income & retail sales are allocated separately from the Chamber budget. Some line items are a percentage of the total costs for the combined operation of the Chamber/Visitor Center (see below)
- * The report given to the city is from the Quick Books Accounting system
- * The Quick Books system has its limitations and the explanations below should give more details about the line items

Income

- TRT monies received from the City
- Retail Sales
 - * Total amount reflects sales income, 15% commission income taken from the amount paid to the vendors; check written to the vendors, reflecting a total made from the retail sales.
- Visitor Guide
 - * Advertising sales broken into publication year of the guide

Expense

Advertising - detail report included; shows how spent

Advertising Events - detail report included showing how spent

Grants - detail report included showing how spent

Payroll Expense -

- * 60% of total payroll expenses for combined Chamber/Visitor Center - this was changed in this year's budget to better reflect the disbursement of the actual workload of staff (1 part-time staff member was hired in July to devote at least 90% of their time to the visitor portion of the website and development of our "Day Trippin'" brochures)

Visitor Guide -

- * The Visitor Guide has a separate bank account; all invoices related to the publication of the Visitor Guide are paid from that account (ie: printing, sales commission, shipping)
- * Net income from the Visitor Guide supplements additional opportunities for market tourism
- * Currently no TRT monies are used for the publication of the Visitor Guide

Website -

- * Maintenance of the Tourism portion of the Lapine.org website performed by outside contractor (does not reflect part-time staff who does daily maintenance as part of their duties)

Rent -

- * Rental amount for the Visitor Center combined space of approx. 1850 square feet. The Visitor Center is charged as a tenant just as the other tenants within the Chamber offices. This was changed from a flat 50/50 in this year's budget to better reflect the actual usage. As with the other vendors the rent includes electricity, gas, water, garbage, snow plowing, maintenance & upkeep; in the case of the Visitor Center the phone and internet are also included. It also includes shared spaces such as work area, conference room, bathroom, coffee area and auxiliary storage.

Insurance

- * 60% of total insurance for combined Chamber/Visitor Center

Miscellaneous Operations

- * 60% accounting fee; volunteer appreciation; membership dues (SLED, ODMO)

Office Equipment & Supplies

- * 60% of the printer lease; 60% of printing charges; petty cash, stamps

VISITOR CENTER BUDGET FY 2019/2020

Visitor Center Income

Resale Items*	3,000.00
TRT from City of La Pine	65,000.00
Visitors Guide 2019	62,000.00
Website/Ad Sales	600.00

Total Visitor Center Income

130,600.00

Visitor Center Expenses

Program Expense

Advertising	5,000.00
Advertising Events	3,500.00
Grants	2,500.00
Total Grants	<u>11,000.00</u>

Payroll Expenses

Administrative Assist	8,000.00
Executive Director	17,000.00
Office Staff-part time	5,000.00
Payroll Tax Expenses	8,000.00

Total Payroll Expense **38,000.00**

Visitor Guide

Ad Sales Compensation	15,000.00
Printing Cost	41,000.00
Visitors Guide Mailing	1,200.00

Total Visitor Guide **57,200.00**

Total Program Expense

106,200.00

Visitor's General Operating

Rent 8,100.00

Insurance

D&O Coverage	900.00
Gen Liability, W/C	750.00

Total Insurance **1,650.00**

Miscellaneous Operations

Accounting Fees	5,500.00
Bank Fees-TRT	30.00
Contingency Expense	2,000.00
Contract Services	1,000.00
Credit Card Processing	200.00
Membership Dues	545.00
Software	150.00
Seminar Workshops	1,500.00
Volunteer Appreciation	300.00

Total Miscellaneous Operations **11,225.00**

Office Equip & Supplies

Copier Lease	1,800.00
General Supplies	1,225.00
Printing Cost	400.00

Total Office Equip & Supplies **3,425.00**

Total Visitor's General Operating

24,400.00

Total Visitor Center Expense

130,600.00