



**CITY OF LA PINE CITY COUNCIL EXECUTIVE SESSION
AND REGULAR SESSION**

Wednesday, December 11, 2019 4:45 P.M.
La Pine City Hall
16345 Sixth Street, La Pine, Oregon 97739

- A. Executive Session – ORS 192.660(2)(f) – 4:45 p.m.
An executive session will be held under ORS 192.660(2)(f) – To consider information or records that are exempt by law from public inspection.
- B. Regular Session – 5:30 p.m.
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 council.
 5. Public Comments
Three 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 council for reading and study, is considered routine, and will be enacted or approved by one motion of the 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 council member.
 - a. Minutes
 - i. Regular Session Meeting Minutes – November 13, 2019
 - b. Any Council and Staff Reimbursements Properly Submitted
 - c. Planning Commission Appointment – Cathi VanDamme (1/2020-12/2021)
 7. Other Matters
Only matters that were properly added to this Agenda under Agenda Item 4 (above) will be discussed at this time.
 8. Ordinance 2019-10

An ordinance of City of La Pine amending Ordinance No. 2015-02 and Ordinance No. 2016-10, which ordinances establish time, place, and manner regulations concerning medical marijuana dispensaries and recreational marijuana businesses, respectively, to amend the dispensary and business location restrictions; and declaring an emergency.

- a. Open Public Hearing
- b. Staff Report
- c. Public Comments
- d. Mayor Closes Public Hearing
- e. Council Deliberations, Questions, and/or Comments
- f. Council Action (if the council deems appropriate)

- 9. Snow Removal Contract – Russell Construction
- 10. Public Comments
Three minutes per person; when asked to the podium, please state your name and whether you live within La Pine city limits.
- 11. Staff Comments
- 12. Mayor and Council Comments
- 13. Adjourn Meeting

Pursuant to ORS 192.640, this notice includes a list of the principal subjects anticipated to be considered or discussed at the above-referenced meeting. This notice does not limit the ability of the council to consider or discuss additional subjects. This meeting is subject to cancellation without notice. The regular meeting is open to the public and interested citizens are invited to attend. The public will not be permitted to attend the executive session; provided, however, representatives of the news media and designated staff will be allowed to attend the executive session. Representatives of the news media are specifically directed not to report on any of the deliberations during the executive session, except to state the general subject of the executive session as previously announced. No decision will be made in the executive session.

The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting to City Hall at (541-536-1432). For deaf, hearing impaired, or speech disabled dial 541-536-1432 for TTY.



CITY OF LA PINE CITY COUNCIL MEETING REGULAR SESSION MINUTES

Wednesday, November 13, 2019

5:30 PM Regular Session

La Pine City Hall

16345 Sixth Street, La Pine, Oregon 97739

1. Call to Order

Called to Order at 5:30 p.m.

2. Establish Quorum

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

Absent by Prior Arrangement: Student Councilor Max Miller

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

3. Pledge of Allegiance

4. Added Agenda Items

Any matters added to the Agenda at this time will be discussed during the "Other Matters" portion of this Agenda or such time selected by the City Council

- a. Addition of Briese reimbursement to Consent Agenda

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 09.3.2019 (informational)
 - b. Council and Staff Reimbursements
 - c. Financial Report
 - d. Appointment of Cathi VanDamme to Planning Commission
- Motion to approve with addition of Item 4.a. by Greiner, seconded by Harper. No objections, unanimously approved.

7. Public Hearing: 01ROWV-19 Right of Way Vacation of Old Main Court– Action Item

- a. Open Public Hearing
- b. Staff Report
Reviewed by Wisco including a Power Point presentation to further clarify the proposed Vacation
- c. Applicant Testimony
Laura Mounce, project manager for Knottworks Construction Inc., provided Applicant testimony that they have received only consents from property owners, no objections.
- d. Open Public Testimony
None
- e. Applicant Rebuttal
None
- f. Deliberations
Clarification that the property being vacated would be split down the middle. Any other property division would be an additional project. There was a question as to why the Vacation does not extend to Fourth Street, this will be further discussed with the Applicant. There was discussion on event center parking.
- g. Close Hearing
Harper moved the City Council to direct staff to draft an ordinance for Council consideration to vacate Old Main Court, from two feet from the southern edge of Second Street, approximately 136 feet south to its terminus, including any necessary utility easements. Seconded by Briese.

Roll Call Vote:

Briese: Aye
Shields: Aye
Greiner: Aye
Harper: Aye

8. Resolution 2019-12: A Resolution Transferring Funds Within Sewer Fund of the City Budget – Action Item

Obrist reviewed the Staff Report.

Motion by Greiner to adopt Resolution 2019-13 (number correction) transferring funds in and out of Capital Outlay 52-550-5700 within the sewer fund of the City budget. Seconded by Briese.

Roll Call Vote:

Briese: Aye

Shields: Aye

Greiner: Aye

Harper: Aye

9. Pedestrian Crossing at Memorial and Huntington – Action Item

Bethel reviewed the Staff Report and her discussions with Deschutes County. While previously Deschutes County has not been in agreement, they are now willing to construct the crosswalk. It would not be ADA compliant at this time but would be modified to comply within the next year or so. General discussion regarding possible complications of the crosswalk not being ADA compliant. Additional discussion regarding crosswalks needed in other areas, such as Prairie House, and whether they are prioritized. Concern was expressed regarding pedestrian safety, whether the speed limit would be changed, and whether additional signage could be placed in lieu of a crosswalk being constructed. Bethel clarified that there is an existing legal unmarked crosswalk at the location. There are also options for the burden of cost to be shared by property developers. Bethel will continue working with Deschutes County and look at other options, and bring information back to a future Council meeting.

10. Small City Allotment Grant – Action Item

Bethel reviewed the Staff Report including upcoming development in the Finley Butte Road area. Discussion on lighting for the sidewalk. Harper moved to approve acceptance of the 2020 Small City Allotment Grant and approve signing by the Mayor. Seconded by Greiner.

Roll Call Vote:

Briese: Aye

Shields: Aye

Greiner: Aye

Harper: Aye

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

Bethel reviewed the Staff Report. Ann Gawith, La Pine Chamber of Commerce Director, spoke to the funding request and provided an updated accounting summary. Council thanked the Chamber for providing greater detail and making the material more reader-friendly for anyone who would wish to review the information. Motion by Greiner to approve payment of TRT funds. Seconded by Briese. A check will be cut tomorrow for the July - September quarter funding.

Roll Call Vote:

Briese: Aye

Shields: Aye

Greiner: Aye

Harper: Aye

12. Other Matters

Only items that were previously added above in the Added Agenda will be discussed
None

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.
None

14. Staff Comments

Bethel: Reminder for contributions to the Christmas Basket collection barrel. There will be one council meeting in December and one in January. Staff attended CPR training today.

15. Mayor and Council Comments

Briese: Attended COIC strategic planning board meeting on November 7. Advised council and staff she is taking a sabbatical from December 4 to March 2. She is able to call in to council meetings to continue to participate.

Shields: None.

Greiner: Great meeting, a lot was accomplished tonight. He let everyone know that Jake and Ken will be attending two classes in the near future to further certifications.
Update on City invoices.

Harper: Thanked Greiner for his attention to City finances, and again thanked staff for the Small City Allotment grant accomplishment.

Richer: Addressed City Charter language regarding the absence of Councilor Briese. General Council discussion followed; it was suggested a special session be held to review the matter. Bethel suggested November 20, she will confirm and let everyone know.

16. Adjourn Meeting

Adjourned at 6:35 p.m.

CITY OF LA PINE

NAME: DANIEL RICHER

DATE: 5 DEC 19

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

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

COCO MEETING

REDMOND

11TH NOVEMBER 19

AUTOMOBILE

MILEAGE: 93 MILES @ 0.58 = \$ 53.94

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

N/A

A. Lodging for 0 nights (attach receipts)

B. Meals for 0 (whom)

Location (attach receipts)

Date

0

0

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

N/A

REIMBURSEMENT \$

Approved by City Staff

Melissa Buford

[Signature]

Signature of Submitter of Form

mapquest

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via US-97 N

53min 46.4mi

Est. fuel cost: \$4.16

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RESTROOM

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IMPORTANT SAFETY INFORMATION
XELJANZ (tofacitinib) may cause serious infections. XELJANZ may weaken your immune system to fight infection.

FULL PRESCRIBING INFORMATION INCLUDING BOXED WARNING AND MEDICATION GUIDE

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CITY OF LA PINE

STAFF REPORT

Meeting Date: December 11, 2019
TO: La Pine City Council
FROM: Melissa Bethel, Staff & City Attorney
SUBJECT: Ordinance Amending the Time, Place and Manner Regulations

TYPE OF ACTION REQUESTED (Check one):

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

Councilors:

For your approval and adoption is Ordinance No. 2019-10, which ordinance amends the City of La Pine's time, place, and manner regulations concerning marijuana businesses to (a) clarify the dispensary and business location restrictions, and (b) ensure that City's measurements are uniformly applied and consistent with applicable Oregon law.

Suggested Motion: (roll call vote)

I move that the City of La Pine approve and adopt Ordinance No. 2019-10, an ordinance of City of La Pine amending Ordinance No. 2015-02 and Ordinance No. 2016-10, which ordinances establish time, place, and manner regulations concerning medical marijuana dispensaries and recreational marijuana businesses, respectively, to amend the dispensary and business location restrictions; and declaring an emergency.

ORDINANCE NO. 2019-10

AN ORDINANCE OF CITY OF LA PINE AMENDING ORDINANCE NO. 2015-02 AND ORDINANCE NO. 2016-10, WHICH ORDINANCES ESTABLISH TIME, PLACE, AND MANNER REGULATIONS CONCERNING MEDICAL MARIJUANA DISPENSARIES AND RECREATIONAL MARIJUANA BUSINESSES, RESPECTIVELY, TO AMEND THE DISPENSARY AND BUSINESS LOCATION RESTRICTIONS; AND DECLARING AN EMERGENCY.

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

WHEREAS, on April 8, 2015, City adopted Ordinance No. 2015-02 (the “OM TPM Ordinance”), as amended by Ordinance No. 2017-02 and Ordinance No. 2019-02, to establish certain time, place, and manner regulations concerning medical marijuana dispensaries; and

WHEREAS, on October 12, 2016, City adopted Ordinance No. 2016-10 (the “OR TPM Ordinance”), as amended by Ordinance No. 2017-09 and Ordinance No. 2019-02, to establish certain time, place, and manner regulations concerning recreational marijuana producers, processors, wholesalers, laboratories, and retailers; and

WHEREAS, the La Pine City Council (the “Council”) desires to amend the OM TPM Ordinance and OR TPM Ordinance to (a) clarify the dispensary and business location restrictions, and (b) ensure that City’s measurements are uniformly applied and consistent with applicable Oregon law.

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

1. Findings; Definitions. The above-stated findings are hereby adopted. For purposes of this Ordinance No. 2019-10 (this “Ordinance”), the term “Medical TPM Ordinance” means the OM TPM Ordinance, Ordinance No. 2017-02, and Ordinance No. 2019-02, collectively; the term “Recreational TPM Ordinance” means the OR TPM Ordinance, Ordinance No. 2017-09, and Ordinance No. 2019-02, collectively.

2. Purpose. The purpose of this Ordinance is to amend the OM TPM Ordinance and OR TPM Ordinance to (a) clarify the dispensary and business location restrictions, respectively, and (b) ensure that City’s measurements are uniformly applied and consistent with applicable Oregon law.

3. Amendment No. 1. The definition of “Premises” contained in Section 3 of the OM TPM Ordinance is amended to read in its entirety as follows:

““Premises” means (a) all public and private enclosed areas at the location that are used in the business operated at the location, including, without limitation, offices, kitchens, restrooms, and storerooms, and (b) all areas outside the building that are licensed and/or registered (or proposed to be specifically licensed and/or registered) under applicable Oregon law.”

4. Amendment No. 2. Section 5.4 of the OM TPM Ordinance is amended to read in its entirety as follows:

“5.4 Dispensary Location Restrictions. The premises of a dispensary must not be located (a) at the same address as a medical marijuana processor and/or medical marijuana producer except as permitted under Section 6.4(a) of Ordinance No. 2017-02, (b) within 1,000 feet of the real property comprising a public or private elementary, secondary, and/or career school attended primarily by minors, (c) within 750 feet of the real property comprising a public library, (d) within 500 feet of the real property comprising a licensed or certified “child care facility” as defined under ORS 329A.250, (e) within 1,000 feet of the premises of another dispensary, (f) within 1,000 feet of the premises of a recreational marijuana retailer, and/or (g) in any area and/or zone not expressly permitted under City’s land use code (including, without limitation, the La Pine Development Code, Ordinance No. 2018-06, as amended). For purposes of this Section 5.4, “within 1,000 feet”, “within 750 feet”, or “within 500 feet” means a straight line measurement in a radius extending for 1,000 feet or less, 750 or less, or 500 feet or less (as applicable) in every direction from the closest point on the boundary line of the real property or premises, as applicable, of the applicable conflicting use identified in this Section 5.4.”

5. **Amendment No. 3.** A new definition of “Premises” is added to Section 3 of the OR TPM Ordinance to read as follows:

““Premises” means (a) all public and private enclosed areas at the location that are used in the business operated at the location, including, without limitation, offices, kitchens, restrooms, and storerooms, and (b) all areas outside the building that are licensed and/or registered (or proposed to be specifically licensed and/or registered) under applicable Oregon law.”

6. **Amendment No. 4.** Section 6.9 of the OR TPM Ordinance is amended to read in its entirety as follows:

“6.9 Business Location. The premises of a retailer must not be located (a) at the same address as any other business except as permitted under Section 6.4(a) of this Ordinance, (b) within 1,000 feet of the real property comprising a public or private elementary, secondary, and/or career school attended primarily by minors, (c) within 750 feet of the real property comprising a public library, (d) within 500 feet of the real property comprising a licensed or certified “child care facility” as defined under ORS 329A.250, (e) within 1,000 feet of the premises of another retailer, (f) within 1,000 feet of the premises of a medical marijuana dispensary, and/or (g) in any area and/or zone not expressly permitted under City’s land use code (including, without limitation, the La Pine Development Code, Ordinance No. 2018-06, as amended). For purposes of this Section 6.9, “within 1,000 feet”, “within 750 feet”, or “within 500 feet” means a straight line measurement in a radius extending for 1,000 feet or less, 750 or less, or 500 feet or less (as applicable) in every direction from the closest point on the boundary line of the real property or premises, as applicable, of the applicable conflicting use identified in this Section 6.9.”

7. **Miscellaneous.** This Ordinance is hereby made part of the Medical TPM Ordinance and Recreational TPM Ordinance, as applicable. The provisions of the Medical TPM Ordinance and

Recreational TPM Ordinance that are not amended or modified by this Ordinance remain unchanged and in full force and effect. All pronouns contained in this Ordinance and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting. Any reference to a particular law, statute, rule, regulation, code, or ordinance includes the law, statute, rule, regulation, code, or ordinance as now in force and hereafter amended. The provisions of this Ordinance are hereby declared severable. If any section, subsection, sentence, clause, and/or portion of this Ordinance is for any reason held invalid, unenforceable, and/or unconstitutional, such invalid, unenforceable, and/or unconstitutional section, subsection, sentence, clause, and/or portion will (a) yield to a construction permitting enforcement to the maximum extent permitted by applicable law, and (b) not affect the validity, enforceability, and/or constitutionality of the remaining portion of this Ordinance. This Ordinance may be corrected by order of the Council to cure editorial and/or clerical errors. Nothing contained in this Ordinance affects the validity of any criminal or civil enforcement actions commenced prior to the adoption of this Ordinance; all City ordinances existing at the time that such actions were filed will remain valid and in full force and effect for purposes of those actions.

8. Emergency Declaration. The Council finds that passage of this Ordinance is necessary for the immediate preservation of the peace, health, and safety of City's citizens. Therefore, an emergency is hereby declared to exist. This Ordinance will be in full force and effect upon its passage and adoption by the Council and signing by the mayor.

This Ordinance was PASSED and ADOPTED by the La Pine City Council by a vote of ___ for and ___ against and APPROVED by the mayor on this 11th day of December, 2019.

Daniel Richer, Mayor

ATTEST:

Melissa Bethel, City Manager



CITY OF LA PINE

STAFF REPORT

Meeting Date: December 11, 2019
TO: La Pine City Council and Staff
FROM: Jake Obrist, Staff
SUBJECT: Snow Removal Services Contract 2019-2020

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 and Staff:

Staff has made all the necessary changes to the Snow Removal Services documents to accommodate suggested changes. The City of La Pine has been divided into (2) working routes, “North” and “South” and our intent through the RFP was to acquire two different contractors capable of performing these services. Also, we inquired information from contractors interested in performing work on an as-needed basis during severe weather events.

The City has received two bids for the services, Vic Russell Construction and Family Heritage Builders. Also, the City received contractor information from La Pine Equipment to perform work on an as-needed basis during severe weather events.

Based on the equipment detailed and outlined in the proposals, Staff recommends it is in the best interest of the City to utilize Vic Russell Construction to perform services for both routes within the City. We appreciate the interest from Family Heritage Builders with the proposal of (1) Kubota tractor with snow blower, but we anticipate this will not be sufficient to perform the services in a timely manner. The City will reach out to Family Heritage Builders to inquire if their services can be better utilized during a severe weather event on an as-needed basis.

Suggested Motion

I make a motion to accept the Snow Removal Services contract with Vic Russell Construction for 2019-2020.

AGREEMENT TO PROVIDE SNOW REMOVAL SERVICES

This Agreement to Provide Snow Removal Services (this "Agreement") is entered into and made effective on December 11, 2019 (the "Effective Date") by and between the City of La Pine, an Oregon municipal corporation ("City"), whose address is 16345 Sixth Street, La Pine, Oregon 97739, and Vic Russell Construction, Inc., an Oregon corporation ("Contractor"), whose address is PO Box 2520, La Pine, Oregon 97739.

RECITAL:

Contractor is a licensed, bonded, and insured Oregon contractor (CCB License No.: 31500) engaged in the business of providing construction services on a contract basis. Contractor and City desire to execute this Agreement pursuant to which Contractor will undertake the performance of the Services (as defined below), subject to the terms and conditions contained in this Agreement.

AGREEMENT:

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

1. Snow Removal Services. Subject to and in accordance with this Agreement, Contractor will perform the following snow plow and removal services for and on behalf of City (collectively, the "Services"):

(a) Contractor will plow snow from the entire width of each Street (as defined below) so that the entire width of the Street is available for vehicular travel. Contractor will remove snow from all Street corners, intersections, turnarounds, and dead-ends. Contractor will remove any snow bank on a Street side at or near an intersection that exceeds two feet (2') in height to accommodate vehicle visibility. For purposes of this Agreement, the term "Street(s)" means those City streets and Deschutes County roads listed on the attached Exhibit A.

(b) Unless and until otherwise directed by City, if Contractor performs the Services, Contractor will first plow and remove snow from the Priority No. 1 Streets identified in Exhibit A. After plowing and removing snow from the Priority No. 1 Streets identified in Exhibit A, Contractor will then plow and remove snow from the Priority No. 2 Streets identified in Exhibit A. After plowing and removing snow from the Priority No. 2 Streets identified in Exhibit A, Contractor will then plow and remove snow from all remaining Streets identified in Exhibit A.

(c) Contractor will not, under any circumstances, plow and/or remove snow from private roads, including, without limitation, those private roads listed on the attached Exhibit B.

2. Timing and Personnel. Contractor will commence and perform the Services (a) when snow accumulation on the Streets has reached a depth of not less than four inches (4"), and/or (b) when Contractor and/or City reasonably determines that performance of the Services is necessary and appropriate. Contractor's supervisory or managerial personnel responsible for the Services are Vic Russell and/or Vicki Russell. Contractor will ensure that one supervisory or managerial contact is available by telephone twenty-four (24) hours a day, seven days a week. Contractor's onsite supervisor/manager will be

available to City by cellular phone while Services are being performed. Contractor will provide a list of such cellular phone numbers for City upon execution of this Agreement.

3. Compensation. Contractor will submit monthly invoices to City concerning any Services performed by Contractor during the immediately preceding month (each an "Invoice"). Each Invoice will contain the following information: (a) a summary of the Services performed by Contractor (e.g., type of Services performed, equipment and materials used, etc.); (b) the date(s) the Services were performed; (c) the number of hours spent to perform the Services on City Streets; (d) the number of hours spent to perform the Services on Deschutes County Streets; (e) the applicable hourly equipment rates (as described below); (f) the event triggering Contractor's performance of the Services on each particular date (e.g., snow accumulation, request made by City representative, etc.); and (g) any other information reasonably requested by City. City will pay the amount due under each Invoice within thirty (30) days after City has reviewed and approved the Invoice. City's payment will be accepted by Contractor as full compensation for performing the Services to which the Invoice relates. Contractor's billing rates for the Services are as follows:

<u>Equipment</u>	<u>Per Hour Rate</u>
570 JD Grader	\$112.00 per hour
Champion Grader	\$112.00 per hour
Pick Up and Plow	\$92.50 per hour
Dump Truck and Plow	\$92.50 per hour
Loaders 966	\$112.50 per hour
Sanding Truck	\$125.00 per hour
Sanding Cinders	\$26.00 per ton

Notwithstanding anything contained in this Agreement to the contrary, the compensation payable by City under this Agreement will not exceed \$20,000.00 for Services provided by Contractor during any one year of this Agreement without approval from the City Manager. City's performance of its obligations under this Agreement is conditioned on Contractor's performance of its obligations under this Agreement, including, without limitation, those Contractor obligations described under Section 5.3.

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

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

5.1 Quality of Services. Contractor will perform the Services to the best of Contractor's ability, diligently, in good faith, in a good workmanlike manner, in compliance with all applicable federal, state, and local laws, regulations, and ordinances and in accordance with this Agreement. Contractor will be solely responsible for the Services and any injury, damages, and/or liability to any and all persons or property caused directly or indirectly in connection with Contractor's performance of the Services. When performing the Services, Contractor will use every practicable means to minimize interference with traffic. Contractor will consult with and advise City on all matters concerning the Services reasonably requested by City. Contractor will make all decisions called for promptly and without unreasonable delay. Contractor has experience performing snow removal services similar to the Services on City and Deschutes County rights-of-way. Contractor will furnish or provide any and all materials, tools, equipment, labor, and supplies, and will perform any and all labor and services, required to properly perform the Services.

5.2 Insurance. During the term of this Agreement, Contractor will obtain and maintain, in addition to any other insurance Contractor is required to obtain under this Agreement, the following minimum levels of insurance: (a) general liability insurance for any and all losses or claims arising out of or related to Contractor's performance of the Services (including, without limitation, damage or injury to person or property) with limits of not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate; (b) comprehensive automobile liability insurance with limits of not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate; and (c) workers' compensation insurance in form and amount sufficient to satisfy the requirements of applicable Oregon law. Each liability insurance policy required under this Agreement will be in form and content satisfactory to City and will list City as an additional named insured. Contractor will not modify or cancel any insurance required under this Agreement without ten (10) days' prior written notice to City. Prior to Contractor's commencement of the Services, Contractor will furnish City with evidence satisfactory to City that Contractor has obtained the insurance coverage (and provisions) required under this Agreement.

5.3 Compliance With Laws. Contractor will comply with any and all applicable federal, state, and local laws, regulations, and ordinances. Without otherwise limiting the generality of the immediately preceding sentence, Contractor will comply with each and every obligation applicable to Contractor and/or this Agreement under ORS 279B.220, ORS 279B.225, ORS 279B.230, and ORS 279B.235, which statutes are incorporated herein by reference. Contractor has obtained, and will maintain during the term of this Agreement, any and all licenses, permits, registrations, approvals, and/or certificates necessary or appropriate to perform the Services.

5.4 Indemnification. Contractor will defend and indemnify City, and each present and future employee, officer, agent, and authorized representative of City, for, from, and against any and all claims, actions, proceedings, damages, liabilities, injuries, losses, and expenses of every kind, whether known or unknown, including, without limitation, reasonable attorney fees, resulting from or arising out of, whether directly or indirectly, the following: (a) damages to property and/or injury or death to person caused directly or indirectly by Contractor (and/or Contractor's agents, employees, shareholders, officers, board members, representatives, and/or contractors); (b) Contractor's failure to pay any tax arising out of or resulting from the performance of the Services; and/or (c) Contractor's breach and/or failure to perform any Contractor representation, warranty, covenant, and/or obligation contained in this Agreement. Contractor's indemnification obligation provided in this Section 5.4 will survive the termination of this Agreement.

5.5 Independent Investigation. Contractor has visited, reviewed, and evaluated the Streets (and all surrounding areas) and is satisfied with the nature and condition of the Streets (and all surrounding areas) and the general and local conditions, including, without limitation, those bearing upon transportation, disposal, availability of labor, uncertainties of weather, and any other conditions concerning the Streets (and all surrounding areas) and/or the Services, and assumes any and all risk thereof.

6. Miscellaneous.

6.1 Term of Agreement. Subject to the terms and conditions contained in this Agreement, the term of this Agreement commenced on the Effective Date and will continue for a term of three years thereafter. This Agreement will automatically renew for one or more term(s) of one year each unless sooner terminated in accordance with this Agreement; provided, however, in no event will this Agreement be extended for more than two additional terms of one year each. Additional terms are subject to a rate adjustment not to exceed 10% in years four and five of this Agreement.

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

6.3 Remedies; Severability. If a party fails to perform any of its terms, covenants, conditions, and/or obligations under this Agreement, the non-defaulting party may, in addition to any other remedy provided to the non-defaulting party under this Agreement, pursue any and all remedies available to the non-defaulting party at law or in equity. All available remedies are cumulative and may be exercised singularly or concurrently. Each provision contained in this Agreement will be treated as a separate and independent provision. The unenforceability of any one provision will in no way impair the enforceability of any other provision contained herein. Any reading of a provision causing unenforceability will yield to a construction permitting enforcement to the maximum extent permitted by applicable law.

6.4 Notices. Any notice required under this Agreement must be in writing. Any notice will be deemed given when personally delivered or delivered by facsimile transmission (with electronic confirmation of delivery), or will be deemed given three business days following delivery of the notice by U.S. mail, postage prepaid, certified, return receipt requested, by the applicable party to the address of the other party first shown above (or any other address that a party may designate by notice to the other party), unless that day is a Saturday, Sunday, or legal holiday, in which event it will be deemed delivered on the next following business day.

6.5 Time, Waiver, and Assignment. Time and strict performance of the Services is of the essence. No provision of this Agreement may be modified, waived, or discharged unless such waiver, modification, or discharge is agreed to in writing by City and Contractor. No waiver of either party at any time of the breach of, or lack of compliance "with, any conditions or provisions of this Agreement will be deemed a waiver of other provisions or conditions hereof. Contractor will not assign or delegate any of Contractor's rights or obligations under this Agreement to any person without the prior written consent of

City, which consent City may withhold in its sole discretion.

6.6 Entire Agreement and Governing Law. This Agreement contains the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and supersedes any other oral or written negotiations, discussions, representations, or agreements. Contractor has not relied on any promises, statements, representations, or warranties except as set forth expressly in this Agreement. This Agreement will be governed by and construed in accordance with the laws of the State of Oregon, and venue for any action concerning this Agreement will lie in Deschutes County, Oregon.

6.7 Attorney Fees: Records: Signatures; Exhibits. If litigation or arbitration is instituted to enforce or determine any party's rights or duties arising out of the terms of this Agreement, the prevailing party will recover from the losing party reasonable attorney fees incurred in such proceeding to the extent permitted by the judge or arbitrator, in arbitration, at trial, on appeal, or in any bankruptcy proceedings. Contractor will maintain complete and accurate records of all Services performed, the number of hours spent to perform the Services, and all documents produced under this Agreement for a period of five years after the termination of this Agreement. Contractor's records will be maintained in accordance with sound record keeping practices. Contractor's records concerning the Services, including, without limitation, Contractor's time and billing records, will be made available to City for inspection, copying, and/or audit immediately upon City's request. This Agreement may be signed in counterparts. A fax or email transmission of a signature page will be considered an original signature page. At the request of a party, the other party will confirm a fax or email-transmitted signature page by delivering an original signature page to the requesting party. All exhibits, schedules, instruments, and other documents referenced in this Agreement are part of this Agreement.

6.8 Legal Representation. The law firm of Bryant, Lovlien & Jarvis, P.C. has been employed by City to prepare this Agreement and such attorneys represent only City in this matter. Contractor has thoroughly reviewed this Agreement with counsel of Contractor's choosing or has knowingly waived the right to do so. The rule of construction that a written instrument is construed against the party preparing or drafting such instrument will specifically not be applicable in the interpretation of this Agreement.

[end of agreement - signature page immediately follows]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed and effective as of the Effective Date.

CITY:
City of La Pine,

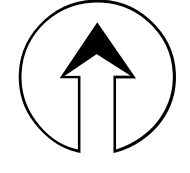
CONTRACTOR:
Vic Russell Construction,
Inc., an Oregon corporation

By: Melissa Bethel, City Manager

By: Vicki L. Russell, President

City of La Pine Snow Plow Routes

- Oregon DOT
- Deschutes County
- Primary Route
- Secondary Route



0 500 1,000 2,000 3,000 Feet

1" = 500'
October 15, 2019

Primary Roads:

1st Street, Morson Street, William Foss Road, Hinkle Way, Mitts Way, Evans Way, Bonnie Way, Preble Way, Bluewood Avenue, Bluewood Place, 4th Street, Cagle Road, Skidgel Road, Drafter Road, Wheeler Road, Findley Drive, Crescent Creek Drive, Caldwell Drive, Little Deschutes Lane, Victory Way, Glenwood Drive and Memorial Lane.

Secondary Roads:

5th Street, 2nd Street, Pengra Street (from 5th to 6th), Walker Street, Stilwell Street, Little Deschutes Lane, Victory Way, Pine Drive, Antler Lane, Doe Lane, Railroad Street, Ash Drive, Oak Drive, Elm Drive, Santa Barbara Drive, Murry Drive, Pine Place, Glenwood Drive, Allen Drive, Shaw Pine Court, Heath Drive, Cassidy Drive, Assembly Way, Box Way, Oakridge Place, McClintock Place, Lasso Lane, Mac Court, Wyatt Drive, Apache Tears Court, Carter Court, Riley Drive, Ascha Court, Trapper George Lane, Fordham Drive, Charlotte Day Drive, Betty Drive, Salzer Street, Bassett Drive, Campfire Lane, Settler Drive, Baron Drive, Cabin Lake Drive, and Pam Lane.

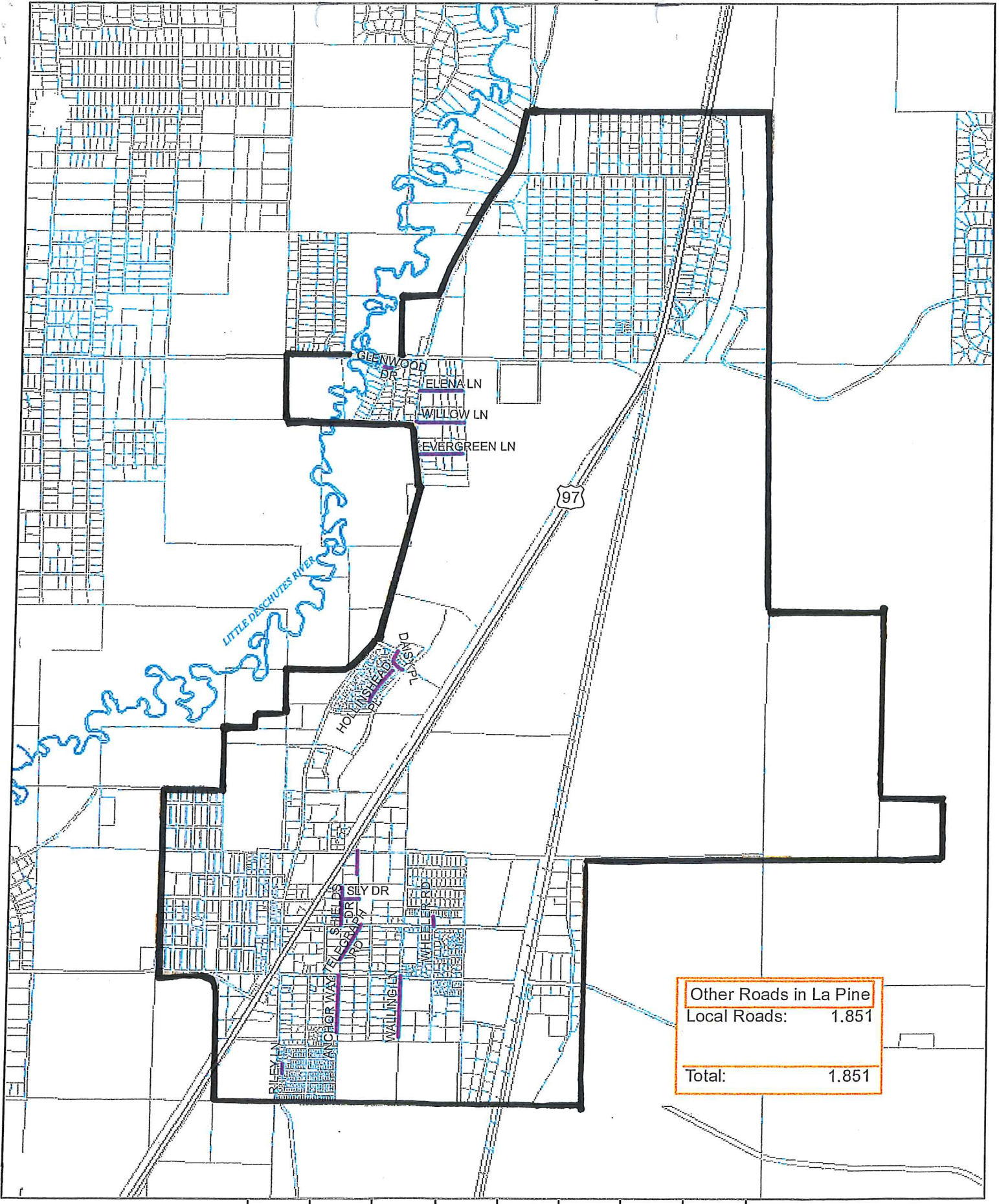
Primary City Snow Plowing Services:

The first priority of City of La Pine snow plowing services are collector roads. Collector roads are roads that serve to move traffic from local streets to arterial roads. These roads will be plowed within 24 hours.

Secondary City Snow Plowing Services:

The second priority of City of La Pine snow plowing services are local roads. Local roads are roads that are primarily used to gain access to residences. These roads will be plowed within 48 hours. Snow plowing services on priority two roads will commence after priority one roads have been cleared, and may occur sooner than 48 hours.

Other Roads in the City of La Pine




Other Roads in La Pine	
Local Roads:	1.851
Total:	1.851

- Legend**
- Other Roads
 - Taxlot
 - State Highway
 - Rivers
 - Railroad
 - City Limits



Printed: July 6, 2012

The information on this map was derived from digital databases on Deschutes County's GIS. Care was taken in the creation of this map, but it is provided "as is". Deschutes County cannot accept any responsibility for errors, omissions, or positional accuracy in the digital data or the underlying records. There are no warranties, express or implied, including the warranty of merchantability or fitness for a particular purpose, accompanying this product. However, notification of any errors will be appreciated.


John Anderson, GIS Analyst
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 Address: 61150 SE 3rd St
 Bend, OR 97702
Road Department
 P:\ArcGIS_Projects\City of La Pine\Breakout