



CITY OF LA PINE, OREGON REGULAR CITY COUNCIL MEETING

Wednesday, August 10, 2022 at 5:30 PM

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

Available online via Zoom: <https://us02web.zoom.us/j/84667270489>

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.

AGENDA

CALL TO ORDER

ESTABLISH A QUORUM

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS

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

ADDED AGENDA ITEMS

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

CONSENT AGENDA

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

- 1. 07.27.22 Regular City Council Meeting Minutes.....3.
- 2. 08.03.22 Special City Council Meeting Minutes.....7.

PRESENTATIONS:

- 1. Ms. Jamie Donahue – La Pine Senior Center

PUBLIC HEARING:

None

OLD BUSINESS:

- 1. Community Grant Request – La Pine Senior Center
 - a. Staff Report.....10.
 - b. Grant Request (Previously Received).....11.

NEW BUSINESS:

- 1. Resolution 2022-08
 - a. Staff Report.....14.
 - b. Resolution 2022-08.....15.
- 2. Resolution 2022-09
 - a. Staff Report.....18.
 - b. Resolution 2022-09.....19.
- 3. Resolution 2022-10
 - a. Staff Report.....21.
 - b. Resolution 2022-10.....22.
- 4. Resolution 2022-11
 - a. Staff Report.....25.
 - b. Resolution 2022-10.....26.
- 5. COIC Proposal (IGA) – Labor Standards Monitoring
 - a. Staff Report.....29.
 - b. Contract.....30.

PUBLIC COMMENTS

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

STAFF COMMENTS

MAYOR & COUNCIL COMMENTS

ADJOURNMENT

EXECUTIVE SESSION

None

EXECUTIVE SESSION

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.

CITY OF LA PINE, OREGON
REGULAR CITY COUNCIL MEETING

Wednesday, July 27, 2022, at 5:30 PM

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

Available online via Zoom: <https://us02web.zoom.us/j/87905356640>

MINUTES

1. CALL TO ORDER:

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

2. ESTABLISH A QUORUM:

PRESENT

Councilor Colleen Scott

Councilor Mike Shields

Councilor Courtney Ignazzitto

Mayor Daniel Richer

Councilor Cathi Van Damme

STAFF

City Manager, Geoffrey Wullschlager

City Planner, Alexa Repko

Public Works Director, Jake Obrist

Administrative Assistant, Stacie Skeeters

3. PLEDGE OF ALLEGIANCE:

4. PUBLIC COMMENTS:

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

None.

5. 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

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 routine, and will be enacted or approved by one motion of the City Council without separate discussion. If separate discussion is desired concerning a particular matter listed within the Consent Agenda, that matter may be removed from the Consent Agenda and placed on the regular agenda by request of any member of the City Council.

1. 06.22.2022 Regular City Council Meeting Minutes

Motion by Councilor Scott to approve the Meeting Minutes from June 22, 2022. Councilor Ignazzitto seconded the motion.

Voting Yea: Councilor Scott, Councilor Shields, Councilor Ignazzitto, Councilor Van Damme.

Voting Nay: None.

7. PUBLIC HEARING:

None

8. OLD BUSINESS:**1. Community Grant Request - La Pine Senior Center**

Alexa Repko delivered the staff report. The Senior Center Director, Jamie Donahue was unable to attend the meeting. The Council proposed the discussion be postponed until the next meeting.

Motion by Councilor Scott to postpone the discussion until August 2, 2022. Councilor Ignazzitto seconded the motion.

Voting Yea: Councilor Scott, Councilor Shields, Councilor Ignazzitto, Councilor Van Damme

Voting Nay: None

9. NEW BUSINESS:**1. Appointment of Interim City Recorder**

City Manager, Geoff Wullschlager proposed appointment as the interim City Recorder until a full appointment can be made.

Voting Yea: Councilor Scott, Councilor Shields, Councilor Ignazzitto, Councilor Van Damme

Voting Nay: None.

2. Ordinance 2022-02

The council will hold a special meeting on August 2, 2022; to discuss the state's psilocybin regulatory program. This will be referred within the next 14 to 25 days to the County Clerk to be put on the ballot to refer to the voters. As explained by city manager Wullschlager, as the ordinance was not provided to the public seven days in advance, the ordinance must be considered at two meetings.

Mayor Richer read the Ordinance by title into the record and asked if there was a motion to approve Ordinance 2022-02.

Motion by Councilor Ignazzitto to approve Ordinance 2022-02, seconded by Councilor Shields.

Voting Yea: Councilor Scott, Councilor Shields, Councilor Ignazzitto, Councilor Van Damme

Voting Nay: None.

10. PUBLIC COMMENTS:

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

None

11. STAFF COMMENTS:

City Planner Report - City Planner, Alexa Repko reviewed items from the Planning Commission meeting held on July 20, 2022.

Public Works Report - Public Works Director, Jacob Obrist gave an update on the water/wastewater project; construction will start in August. The city has posted a job opening for a Utility Worker 1 position.

City Manager Report - City Manager, Geoff Wullschlager gave an update on the transit center. The city has hired a temporary Finance Officer, Ashley Williams. Geoff and the City Engineer went over what it would take to get sidewalks along the eastside of Hwy 97. from Reed Rd. to William Foss Rd. The project is planned for next spring.

12. MAYOR & COUNCIL COMMENTS:

Councilor Scott - asked about the accepted bid for the pathway. City Manager, Geoff Wullschlager will have an update next week.

Councilor Shields - asked about the topsoil used at the transit center.

Cathy Van Damme - asked about maintaining the landscape of the transit center.

Mayor Richer - thanked everyone for their hard work on the active projects

13. ADJOURNMENT: Meeting was adjourned 6:55pm

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.

CITY OF LA PINE, OREGON

SPECIAL CITY COUNCIL MEETING

Tuesday, August 2, 2022, at 5:30 PM

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

Available online via Zoom: <https://us02web.zoom.us/j/87905356640>

MINUTES

1. CALL TO ORDER:

Meeting was called to order at 5:43 p.m.

2. ESTABLISH A QUORUM:

PRESENT

Mayor Daniel Richer
Councilor Colleen Scott
Councilor Mike Shields
Councilor Courtney Ignazzitto
Councilor Cathi Van Damme

STAFF

City Manager, Geoffrey Wullschlager
City Planner, Alexa Repko

3. PLEDGE OF ALLEGIANCE:

4. PUBLIC COMMENTS:

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

None.

5. 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.

1. COIC – Community Engagement Project

Geoff Wullschlager gave an introduction for the USDA Rural Development Grant that COIC is proposing to apply for on the City's behalf. COIC is requesting \$20,000 from the City to apply for this grant and execute the proposed Newberry Country Community Engagement Project.

Scott Aycock from COIC gave a presentation on the USDA Rural Development Grant in general as well as the proposed Newberry Country Community Engagement Project for the City of La Pine. This program would entail getting La Pine citizens who reside outside of City Limits

involved in the visioning of the City. COIC estimates the project will cost \$285,000 over 2 years. The USDA grant would be for \$195,000, COIC would be contributing \$30,000 themselves. They will also be requesting funding from Deschutes County (\$20,000) and are requesting \$20,000 from the City.

6. OLD BUSINESS:

1. Ordinance 2022-02

Geoff Wullschlager reviewed the Staff Report associated with the subject Ordinance regarding a ban on psilocybin-related businesses.

Colleen Scott made a motion to approve Ordinance 2022-02, Cathi Van Damme made a second to the motion. Ordinance 2022-02 was approved by a unanimous vote.

7. NEW BUSINESS:

1. Resolution 2022-05

Daniel Richer read Resolution 2022-05 which would include a ban on psilocybin on the ballot in November. Courtney Ignazzitto made a motion to approve Resolution 2022-05, Cathi van Damme seconded the motion. Resolution 2022-05 was approved by a unanimous vote.

2. Ordinance 2022-03

Daniel Richer read Ordinance 2022-03 to adopt Zone Change 01ZC-22 at 16565 Reed Road. Mike Shields made a motion to approve Ordinance 2022-03, Colleen Scott made a second to the motion. Ordinance 2022-03 was approved by a unanimous vote.

3. Resolution 2022-06

Daniel Richer read Resolution 2022-06 which would allow the Mayor and City Manager to execute the contract for the Water and Wastewater Systems Improvements project. Cathi Van Damme made a motion to approve Resolution 2022-06, Colleen Scott made a second to the motion. Resolution 2022-06 was approved by a unanimous vote.

4. Resolution 2022-07

Daniel Richer read Resolution 2022-06 regarding a financial agreement between the City and the Department of Environment Quality for the wastewater portion of the Water and Wastewater Systems Improvements project. Courtney Ignazzitto made a motion to approve Resolution 2022-07, Cathi Van Damme made a second to the motion. Resolution 2022-07 was approved by a unanimous vote.

5. COIC – Community Engagement Project (Financial Request)

The subject Community Engagement Project was reviewed above in the Added Agenda Items section. Courtney Ignazzitto made a motion to approve the financial request from COIC for \$20,000, Colleen Scott made a second to the motion. The financial request from COIC for \$20,000 to execute the Community Engagement Project was approved by a unanimous vote.

8. PUBLIC COMMENTS:

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

None.

9. STAFF COMMENTS:

City Planner Report - City Planner, Alexa Repko, updated the City Council on upcoming public hearings as well as new applications.

City Manager Report - City Manager, Geoff Wullschlager, updated the City Council on the status of funding for the Water and Wastewater Systems Improvements project. Geoff also let Councilors know that D.R. Horton had rescinded the awarded RFP from the County for the Master Planning of Quadrants 2A and 2D of the Newberry Neigborhood.

10. MAYOR & COUNCIL COMMENTS:

Councilor Scott – Thanked Staff.

Councilor Shields – Stated that he received a letter from Taylor NW about the placement of utilities.

Councilor Van Damme – Thanked Staff.

Councilor Ignazzitto – Thanked Staff.

Mayor Richer – Thanked Staff.

13. ADJOURNMENT: Meeting was adjourned 6:27 p.m.

Pursuant to ORS 192.640: This notice includes a list of the principal subjects anticipated to be considered or discussed at the above-referenced meeting. This notice does not limit the ability of the City Council to consider or discuss additional subjects. This meeting is subject to cancellation without notice. The regular meeting is open to the public and interested citizens are invited to attend.



CITY OF LA PINE

STAFF REPORT

Meeting Date: August 10, 2022
TO: City Council
FROM: Geoff Wullschlager, City Manager
SUBJECT: La Pine Senior Center – Community Grant Request

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: |

e

Councilmembers:

The La Pine Senior Center, as previously discussed, endeavors to repave their general parking lot that borders the center to the west, south and east of the facility. This request was first presented to Council at the March 23rd meeting at which time a detailed quotation was requested for further consideration. At the April 13th, 2022, meeting it was determined and requested by Council that Senior Center Staff report back to Council once further contributions were made bringing the project closer to completion. Accompanying this request, Senior Center Staff have indicated their interest and intent to speak to the Council to solidify the request at this evening’s meeting. At the August 2, 2022 meeting, Council requested that Senior Center Staff present at a future meeting, as requested previously.

Action:

Per Council discretion, if there is support for the project, please make a formal motion followed by a second and voice vote entered into the record of the Council.

Community / Tourism Grant Application

16345 Sixth St. | PO Box 2460 - La Pine, Or 97739 | ph. (541) 536-1432 | www.lapineoregon.gov



The City of La Pine may provide community assistance grants to non-profits entities and organizations that serve the La Pine community. Community entities and organizations that serve the La Pine community will need to meet at least one of the following criteria to be eligible for a grant and provide the necessary documentation:

- Provides assistance for essential utilities, food, medical needs, clothing or shelter.
- Provides educational or recreational opportunities for children or seniors.
- Generates/supports economic activity in La Pine.

In evaluating requests, the City will consider the following criteria:

- The requesting organization's history of success.
- The organizational and financial stability of the requesting organization.
- The number and types of community members served by the request.
- The ability to measure and track the effectiveness of the project or service.
- Grant funds will not be used for travel, budget deficits or for routine operating expenses.

First, please designate whether this grant will be used to generate or support Tourism. If yes, see pg. 3 for additional steps/information required. We also require a budget sheet for either type of grant submission, see pg. 2.

Tourism Grant TRT Fund

Standard Community Grant Submission

Please type or print clearly:

1. Organization: La Pine Senior Activity Center
2. Non-Profit ID #: 93-0921983
3. Mailing Address: PO Box 1279 La Pine OR
4. Telephone No.: 541-536-6237 / cell - 541-420-9001
5. Email: Jamie@lapineseniorcenter.org
6. Contact Person: Jamie Donahue
7. Requested Amount: \$ 3000 -
8. Project/Use for Funds: Asphalt For Parking lot
9. Attach a letter explaining how the funds will be used, how the criteria will be met, and any other information relevant to the request.

Return completed applications and letters to:

City of La Pine
Attn: Recorder
16345 Sixth Street
P. O. Box 2460
La Pine, OR 97739

Date Received: _____

Approved ___ Denied ___ Date _____

Amount _____

For additional information, please contact City Recorder Jamie Kraft at 541-536-1432 or jkraft@lapineoregon.gov



LAPINE

OREGON

Budget Spreadsheet

Name of Event:

Asphalt for Parking Lot

| Income | Estimated | Actual |
|---|-----------|--------|
| Event Proceeds (entry fees, ticket sales, etc.) | | |
| Seafood Night | 1670 | |
| | | |
| | | |
| | | |
| | | |
| TOTALS | 1670 | |

| Expenses | Estimated | Actual |
|--|-----------|--------|
| Site/Decorations (equipment, balloons, food, etc.) | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| TOTALS | | |

| Extra Sales (auction, raffle, misc. sales) | Estimated | Actual |
|--|-----------|--------|
| By Fund me | 2500 | |
| Go Fund me | 460 | |
| | | |
| | | |
| | | |
| TOTALS | 2960 | |

| Other Expenses | Estimated | Actual |
|----------------|-----------|--------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| TOTALS | | |

| Sponsorships | Estimated | Actual |
|--------------|-----------|--------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| TOTALS | | |

| Donations | Estimated | Actual |
|-----------------|-----------|--------|
| SUNWEST Realty | 1000 | |
| Stuart Martinez | 1000 | |
| Humana | 1000 | |
| FRANCES HARPER | 1000 | |
| James Young | 10,000 | |
| | | |
| TOTALS | 14,000 | |

| Overall Budget | Estimated | Actual |
|-------------------|-----------|--------|
| Income | | |
| Expenses | | |
| Net Profit (Loss) | | |



TRI COUNTY PAVING PROPOSAL & CONTRACT

CCB# 189644, EST. 2010

PROJECT

PROJECT NAME: Parking Lot Repairs

DATE: 11/12/2021

SITE ADDRESS: 16450 Victory Way, LaPine

ESTIMATE & CONTRACT: 11-30-2022

CUSTOMER

OWNER/CONTRACTOR: La Pine Senior Activity Center

CONTACT:

MAILING ADDRESS:

PHONE #:

E-MAIL: punkcevelyn@yahoo.com

ALT. E-MAIL OR FAX:

TRI COUNTY PAVING

CONTACT: Jeff Curl

ADDRESS: PO Box 1621 Redmond, OR 97756

PHONE: 541-408-4926

OFFICE: 541-526-5800

FAX: 541-647-6315

E-MAIL: jeff@tricountypaving.net

WEB SITE: www.tricountypaving.net

| ITEM | DESCRIPTION | QUANTITY | UNIT | UNIT \$S | TOTAL \$S |
|--------------------|--|----------|------|------------|--------------------|
| 1 | remove the existing asphalt from the parking lot, add compacted base material as needed and 3' compacted asphalt on parking lot per the existing footprint | 3,088 | sy | \$29.00 | \$89,552.00 |
| | | | | | |
| | | | | | |
| | | | | | |
| 2 | re-stripe and installation of parking bumpers | 1 | ls | \$5,495.00 | \$5,495.00 |
| | | | | | |
| Grand Total | | | | | \$95,047.00 |

INCLUSIONS/EXCLUSIONS/NOTES

*inclusions: one mobilization, locates, saw cuts as needed, subgrade work, CSS-1 tack application

*exclusions: concrete work, prime coat, weed sterilants, testing, traffic control, paving risers, permits

*materials: base material (3/4"-0 state spec), asphalt (level 2, 1/2 inch dense mix w/ PG 64-28 binder)

*changes made by owner to be performed only upon execution of a written change order agreed to between owner and TCP

*please read the provided Information Sheet as further instructions are listed regarding your project

*proposal valid thru June 2022

TERMS & CONDITIONS

This proposal is made by Tri County Paving, LLC ("Seller") to La Pine Senior Activity Center ("Purchaser"). Seller agrees to furnish all labor and materials completed in accordance with these specifications. All material is guaranteed to be as specified and all work is to be completed in a workmanlike manner according to standard practices. A limited one-year warranty on all materials and workmanship applies. Any attention or deviation from the above specifications involving additional cost or risk to Seller will be performed only upon execution of a written change order agreed to between Purchaser and Seller, which will include any additional costs, compensation, charges and required extensions of time for performance over and above the estimate. Seller's employees are fully covered by workers' compensation insurance. Purchaser agrees to pay Seller for materials, labor and equipment used or to be purchased under this contract, plus any charges for additional materials, labor and equipment covered under a written change order. Payment is due upon Purchaser's receipt of invoice. A late charge of 1.5% per month (18% per annum) may be charged on all past due accounts over 30 days. Seller may stop all work hereunder if any account or other payable hereunder becomes 30 or more days past due and Seller shall not be responsible for any cost or delay arising from such discontinued work. Notice is hereby provided to Purchaser that a lien may be filed for material, labor and/or equipment furnished by Seller. Any and all costs associated with the collection of monies due Seller under this contract and/or written change orders will be the responsibility of Purchaser. Seller shall not be responsible for any loss or delay in performance arising from causes beyond the control of Seller (including, but not limited to, delay in delivery of materials or goods, fire, flood, strike or other casualty or act of God) or as a result of Purchaser's negligence or interference. In the event the parties become involved in litigation or arbitration, the prevailing party shall be fully compensated for its reasonable costs arising thereunder, including attorneys' fees and experts' fees. This contract shall constitute the entire agreement between the parties with respect to the subject matter contained herein. All notices which may be required under this contract shall be in writing and delivered by U.S. mail at the respective address listed above. This contract may be executed in one or more counterparts, which may be delivered by facsimile or other electronic means, and each of which will be deemed an original.

ACCEPTANCE OF PROPOSAL- The above prices, specifications and other terms and conditions contained herein are satisfactory and are hereby accepted by the parties.

PURCHASER

La Pine Senior Activity Center

SIGNATURE: _____
PRINT NAME: _____
DATE: _____

SELLER

Tri County Paving, LLC

SIGNATURE: Jeff Curl
PRINT NAME: Jeff Curl
TITLE: Member



CITY OF LA PINE

STAFF REPORT

Meeting Date: August 10, 2022
TO: City Council
FROM: Geoff Wullschlager, City Manager
SUBJECT: Proposed Resolution 2022- 08

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: |
-

Members of Council:

The city initially approved the issuance of \$11,000,000 in revenue bonds on May 10, 2017, for wastewater system improvements which was the estimated cost of the upcoming expansion project at that time. Due to inflationary pressure and its effect on the cost of finished supplies, raw materials, labor, construction and building services and associated professional services, the City of La Pine must now consider the proposal of issuing an additional \$3,000,000 in wastewater revenue bonds to facilitate the city’s wastewater expansion project.

The process requires Council to authorize this additional gross sum in bonding capacity, and the approval of publication of notice for consideration by the voters of La Pine.

These additional sums of project cost have been previously discussed with Council.

Action:

The Council should read Resolution 2022-08 by full title and number to adopt the findings contained therein. **If there is support for the proposed resolution, please make a motion to approve Resolution 2022- 08, followed by a second, and the vote of each member of Council into the record.**

RESOLUTION NO. 2022-08

A RESOLUTION OF THE CITY OF LA PINE, OREGON, AUTHORIZING THE ISSUANCE OF ADDITIONAL WASTEWATER REVENUE BONDS FOR A TOTAL OF NOT TO EXCEED \$3,000,000 AND PROVIDING FOR PUBLICATION OF NOTICE.

WHEREAS, the City of La Pine, Oregon (the "City") finds that it is financially feasible and in its best interests to finance capital improvements to the City's wastewater system (the "Project").

WHEREAS, the City expects that the Project will include a new treated wastewater storage pond, a new effluent irrigation system and irrigation area, a septage receiving station, and several collection system main lines and lift stations to provide additional connections inside the City limits, will add the Cagle and Glenwood Acres areas to the City's wastewater system, and will complete improvements to the storage and effluent disposal systems to serve the entire wastewater system.

WHEREAS, the City is authorized to finance the Project by issuing revenue bonds pursuant to Oregon Revised Statutes Section 287A.150 (the "Statute").

WHEREAS, the cost of the Project, including bond issuance costs and debt service reserves, was originally estimated to be approximately \$14,028,000. On May 10, 2017, the City adopted Resolution No. 2017-04, which authorized the City to obtain financing for \$11,000,000 of the cost of the Project from the United States Department of Agriculture Rural Development ("USDA") by issuing the revenue bonds to USDA. The City will also obtain a grant from USDA for a portion of the cost of the Project;

WHEREAS, the construction bids exceeded original expectations and the cost of the Project is higher than anticipated.

WHEREAS, to cover the overage, the City expects to obtain an additional loan from the USDA by issuing the revenue bonds authorized hereunder to USDA. The City also expects to obtain an additional grant from USDA.

WHEREAS, the City will cause to be prepared a plan showing that the City's estimated net wastewater revenues are sufficient to pay the estimated debt to be incurred by the City under the revenue bonds previously authorized and authorized by this resolution.

NOW, THEREFORE, THE CITY OF LA PINE RESOLVES AS FOLLOWS:

1. Revenue Bonds Authorized. The City is hereby authorized to issue not to exceed \$3,000,000 in aggregate principal amount of the City's wastewater revenue bonds, which is in addition to the \$11,000,000 in wastewater revenue bonds previously authorized under Resolution No. 2017-04. Prior to selling the bonds the City Council shall establish by resolution:

- (a) Whether the bonds shall be sold at public competitive bid sale or private negotiated sale;
- (b) The maximum discount to be allowed upon sale of the bonds;
- (c) The schedule for bond principal repayment;
- (d) The terms under which additional bonds may be issued;
- (e) The terms by which bonds may be redeemed prior to maturity;

(f) The amount of any reserves to be established for the bonds and the manner in which the reserves shall be funded;

(g) The covenants which the City will make with bondowners regarding operation of the Project;

(h) The revenues to be pledged to payment of the bonds;

(i) Whether the pledged revenues shall be held by a trustee, and if they are so held, the trustee's duties;

(j) Whether security interests should be granted; and

(k) Any other terms, conditions or covenants regarding the bonds, the Project or the revenues which are necessary or desirable to effect the sale of the bonds.

2. Notice; Procedure.

(a) No bonds may be sold, and no purchase agreement for the bonds may be executed, until at least sixty (60) days after publication of the Notice of Revenue Bond Authorization, which is attached to this resolution as Exhibit "A" (the "Notice"). The Notice shall specify the last date on which petitions may be submitted, and shall be published in at least one newspaper of general circulation in the City in the same manner as are other public notices of the City.

(b) If petitions for an election, containing valid signatures of not less than five percent (5%) of the City's electors, are received within the time indicated in the Notice, the question of issuing the bonds shall be placed on the ballot at the next legally available election date. If such petitions are received, no bonds may be sold until this resolution and the question of issuing the bonds is approved by a majority of the electors of the City who vote on that question.

(c) The bonds shall be issued and sold in accordance with the Statute.

3. Bonds Payable Solely from Revenues.

The bonds shall not be general obligations of the City, nor a charge upon its tax revenues, but shall be payable solely from the City's legally available revenues which the City pledges to payment of the bonds pursuant to the Statute and the resolution to be adopted by the City pursuant to Section 1 of this resolution.

APPROVED, ADOPTED, AND MADE EFFECTIVE by the City Council on this 10th day of August, 2022.

Daniel Richer, Mayor

ATTEST:

Geoff Wullschlager, City Manager

EXHIBIT A
Notice of Revenue Bond Authorization

NOTICE IS HEREBY GIVEN that the City Council of City of La Pine, in Deschutes County, Oregon (the "City"), adopted Resolution No. 2022-08 on August 10, 2022, authorizing the issuance of wastewater revenue bonds. The bonds will be issued to finance capital improvements to the City's wastewater system.

The City Council may establish by subsequent resolution all terms, conditions and covenants regarding the bonds and the revenues which are necessary or desirable to effect the sale of the bonds.

The City estimates that the bonds will be issued in an aggregate principal amount of not to exceed \$3,000,000; bond principal and interest will be paid from the City's revenues. The bonds will not be general obligations of the City, nor a charge upon its tax revenues, but will be payable solely from the revenues, including wastewater revenues, which the City pledges to the payment of the bonds.

If written petitions, signed by not less than five percent (5%) of the City's electors, are filed at the Office of the City Manager on or before _____, 2022 (the 61st day after the date of publication of the notice), the questions of issuing the revenue bonds shall be placed on the ballot at the next legally available election date.

The Office of the City Manager is located at 16345 Sixth Street, La Pine, Oregon 97739.

The resolution authorizing the bonds is available for inspection at the Office of the City Manager.

The bonds will be issued and sold pursuant to Oregon Revised Statutes Section 287A.150(4).

BY ORDER OF THE CITY COUNCIL OF CITY OF LA PINE,
OREGON.



CITY OF LA PINE

STAFF REPORT

Meeting Date: August 10, 2022
TO: City Council
FROM: Geoff Wullschlager, City Manager
SUBJECT: Proposed Resolution 2022- 09

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: |

Members of Council:

The city must access interim financing prior to the disbursement of funds associated with its USDA Rural Development bonds for initial engineering, construction, and administrative costs associated with the Water Systems Improvement project. This is a standard practice, and as water system improvements are not associated with interim financing as provided by a state agency of the State of Oregon for wastewater, a secondary source, and resolution authorizing the borrowing of funds from said source must be considered. This does not impact the overall cost of the water system improvements, and the cost of this financing will be rolled into the expenses as covered by USDA Rural Development funds upon their disbursement.

Action:

The Council should read Resolution 2022-09 by full title and number to adopt the findings contained therein. **If there is support for the proposed resolution, please make a motion to approve Resolution 2022- 09, followed by a second, and the vote of each member of Council into the record.**

RESOLUTION NO. 2022-09

A RESOLUTION OF THE CITY OF LA PINE, OREGON, AUTHORIZING A BORROWING TO PROVIDE INTERIM FINANCING IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$9,000,000 AND DECLARING OFFICIAL INTENT TO REIMBURSE EXPENDITURES OF THE PROJECT, AND RELATED MATTERS

WHEREAS, the City of La Pine (the "City") seeks to finance capital improvements to the City's water system, including a new basalt water supply well and well pump station, a new 500,000 gallon above-ground water storage reservoir, a new 16-inch transmission line from the reservoir to the City, several distribution system piping, service line, valving, and hydrant improvements in the City and will add the Cagle and Glenwood Acres areas to the City's water system (collectively, the "Project");

WHEREAS, the City Council adopted Resolution No. 2017-03 on May 10, 2017 approving the issuance of water revenue bonds in an amount not to exceed \$9,000,000 (the "Bonds") pursuant to ORS Section 287A.150 (the "Statute"), to fund the Project and to pay all costs related thereto;

WHEREAS, the City published notice describing the Bonds pursuant to the Statute on May 24, 2017. No citizens petitioned to have the question of issuing the Bonds referred to a vote, and the City is now authorized to issue the Bonds described in City Resolution No. 2017-03.

WHEREAS, the United States of America, acting through the United States Department of Agriculture Rural Development ("Rural Development"), an agency of the federal government, appropriated funds in an amount not to exceed \$8,000,000 to loan amounts to the City for the Project and requires the City to obtain interim financing to finance the Project;

WHEREAS, Rural Development requires the City to obtain interim financing in a principal amount not to exceed \$8,000,000 to finance initial engineering, construction and administrative costs associated with the construction of the Project;

WHEREAS, the City is authorized by ORS 287A.180 to borrow to provide interim financing for capital projects to be undertaken by the City;

WHEREAS, such borrowings must mature not later than five years after they are issued;

WHEREAS, the City desires to obtain authorization to borrow up to \$9,000,000 to provide interim financing for the Project, which includes a contingency amount in the case of cost overruns and additional funds from Rural Development;

NOW, THEREFORE, THE CITY OF LA PINE RESOLVES AS FOLLOWS:

Section 1. Authorization. The City hereby authorizes a borrowing under ORS Section 287A.180 in a principal amount of not more than \$9,000,000 (the "Loan"). The Loan may be in the form of one or more financing agreements, lines of credit, notes or other financing mechanisms. Proceeds of the Loan shall be used to pay costs of the Project and costs related to the Loan.

Section 2. Security. The Loan is a special obligation of the City payable primarily from the proceeds of the Bonds or other obligation to be sold to Rural Development or other purchaser pursuant to City Resolution No. 2017-03 and the Statute. The City hereby pledges the proceeds of the Bonds or other such obligation, the net revenues of the City's water system, and the proceeds of the Loan, to the punctual payment of principal of and interest on the Loan (collectively, the "Security").

Section 3. Delegation. The Mayor of the City, the City Manager, or a person designated by either of those officers to act on behalf of the City pursuant to this Resolution (each of

whom is referred to in this Resolution as an “Authorized Representative”) may, on behalf of the City and without further action by the City Council:

- a) Issue the Loan from time to time in one more series;
- b) Select one or more lenders and negotiate the sale of each series of the Loan with those purchasers;
- c) Establish the final principal amount, maturity schedule, interest rates, sale price, redemption provisions, covenants, administrative provisions and other terms for each series of the Loan, subject to the limitations of this Resolution;
- d) Execute and deliver one or more loan agreements, credit facilities, notes, declarations, or other documents that pledge all of a portion of the Security, contain covenants approved by an Authorized Representative to protect the security for each series of the Loan, and describe the terms and administrative provisions relating to each series of the Loan;
- e) Execute a note representing the City’s obligations under each series of the Loan;
- f) Renew, extend or convert to permanent financing the Loan;
- g) Enter into covenants to maintain the excludability of interest on each series of the Loan from gross income under the Internal Revenue Code of 1986, as amended (the “Code”);
- h) Designate each series as a “qualified tax-exempt obligation” under Section 265(b) of the Code, if appropriate;
- i) Execute all Loan documents and take any other actions that an Authorized Representative determines are reasonably required to carry out this Resolution.

Section 4. Reimbursement Declaration. The City hereby declares its official intent pursuant to Section 1.150-2 of the Federal Income Tax Regulations to reimburse itself from the proceeds of a borrowing for expenditures it has made or will make for the Project, whether such reimbursement is made from the proceeds of the Loan or from the proceeds of the permanent financing for the Project expected to be provided by the United States of America. This Resolution is adopted as official action of the City in order to comply with Section 1.150-2 and any other regulations of the Internal Revenue Service relating to the qualification for reimbursement of Expenditures of the City incurred prior to the execution date of the Loan.

Section 5. Effective Date. This Resolution is effective upon its adoption.

APPROVED, ADOPTED, AND MADE EFFECTIVE by the City Council on this 10th day of August, 2022.

Daniel Richer, Mayor

ATTEST:

Geoff Wullschlager, City Manager



CITY OF LA PINE

STAFF REPORT

Meeting Date: August 10, 2022
TO: City Council
FROM: Geoff Wullschlager, City Manager
SUBJECT: Proposed Resolution 2022- 10

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: |
-

Members of Council:

As previously presented to Council as a discussion item, the City of La Pine must adjust its total aggregate indebtedness it is willing to accept through USDA Rural Development for the improvements and construction associated with its Water Treatment Facility expansion project.

This increased indebtedness will supplement the original borrowing and granting as provided through Resolution 2018-06:

Indebtedness: \$5,286,000.00
Grant: \$2,500,500.00

with sub funding through Resolution 2022-10 as follows:

New Indebtedness: \$2,714,000.00
New Grant in aid: \$5,390,000.00

Action:

The Council should read Resolution 2022-10 by full title and number to adopt the findings contained therein. **If there is support for the proposed resolution, please make a motion to approve Resolution 2022- 10, followed by a second, and the vote of each member of Council into the record.**

Resolutoin 2022-10

A RESOLUTION OF THE _____

OF THE _____

AUTHORIZING AND PROVIDING FOR THE INCURRENCE OF INDEBTEDNESS FOR THE PURPOSE OF PROVIDING A PORTION OF THE COST OF ACQUIRING, CONSTRUCTING, ENLARGING, IMPROVING, AND/OR EXTENDING ITS

FACILITY TO SERVE AN AREA LAWFULLY WITHIN ITS JURISDICTION TO SERVE.

WHEREAS, it is necessary for the _____

(Public Body)

(herein after called Association) to raise a portion of the cost of such undertaking by issuance of its bonds in the principal amount of

_____ ; and

WHEREAS, the Association intends to obtain assistance from the United States Department of Agriculture, (herein called the Government) acting under the provisions of the Consolidated Farm and Rural Development Act (7 U.S.C. 1921 et seq.) in the planning, financing, and supervision of such undertaking and the purchasing of bonds lawfully issued, in the event that no other acceptable purchaser for such bonds is found by the Association:

NOW THEREFORE, in consideration of the premises the Association hereby resolves:

1. To have prepared on its behalf and to adopt an ordinance or resolution for the issuance of its bonds containing such items and in such forms as are required by State statutes and as are agreeable and acceptable to the Government.
2. To refinance the unpaid balance, in whole or in part, of its bonds upon the request of the Government if at any time it shall appear to the Government that the Association is able to refinance its bonds by obtaining a loan for such purposes from responsible cooperative or private sources at reasonable rates and terms for loans for similar purposes and periods of time as required by section 333(c) of said Consolidated Farm and Rural Development Act (7 U.S.C. 1983(c)).
3. To provide for, execute, and comply with Form RD 400-4, "Assurance Agreement," and Form RD 400-1, "Equal Opportunity Agreement," including an "Equal Opportunity Clause," which clause is to be incorporated in, or attached as a rider to, each construction contract and subcontract involving in excess of \$10,000.
4. To indemnify the Government for any payments made or losses suffered by the Government on behalf of the Association. Such indemnification shall be payable from the same source of funds pledged to pay the bonds or any other legal ly permissible source.
5. That upon default in the payments of any principal and accrued interest on the bonds or in the performance of any covenant or agreement contained herein or in the instruments incident to making or insuring the loan, the Government at its option may (a) declare the entire principal amount then outstanding and accrued interest immediately due and payable, (b) for the account of the Association (payable from the source of funds pledged to pay the bonds or any other legally permissible source), incur and pay reasonable expenses for repair, maintenance, and operation of the facility and such other reasonable expenses as may be necessary to cure the cause of default, and/or (c) take possession of the facility, repair, maintain, and operate or rent it. Default under the provisions of this resolution or any instrument incident to the making or insuring of the loan may be construed by the Government to constitute default under any other instrument held by the Government and executed or assumed by the Association, and default under any such instrument may be construed by the Government to constitute default hereunder.
6. Not to sell, transfer, lease, or otherwise encumber the facility or any portion thereof, or interest therein, or permit others to do so, without the prior written consent of the Government.
7. Not to defease the bonds, or to borrow money, enter into any contractor agreement, or otherwise incur any liabilities for any purpose in connection with the facility (exclusive of normal maintenance) without the prior written consent of the Government if such undertaking would involve the source of funds pledged to pay the bonds.
8. To place the proceeds of the bonds on deposit in an account and in a manner approved by the Government. Funds may be deposited in institutions insured by the State or Federal Government or invested in readily marketable securities backed by the full faith and credit of the United States. Any income from these accounts will be considered as revenues of the system.
9. To comply with all applicable State and Federal laws and regulations and to continually operate and maintain the facility in good condition.
10. To provide for the receipt of adequate revenues to meet the requirements of debt service, operation and maintenance, and the establishment of adequate reserves. Revenue accumulated over and above that needed to pay operating and maintenance, debt service and reserves may only be retained or used to make prepayments on the loan. Revenue cannot be used to pay any expenses which are not directly incurred for the facility financed by USDA. No free service or use of the facility will be permitted.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0572-0121. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

CERTIFICATION TO BE EXECUTED AT LOAN CLOSING

I, the undersigned, as _____ of the _____

hereby certify that the _____ of such Association is composed of _____ members, of whom , _____ constituting a quorum, were present at a meeting thereof duly called and held on the _____ day of _____ ; and that the foregoing resolution was adopted at such meeting by the vote shown above, I further certify that as of _____ , the date of closing of the loan from the United States Department of Agriculture, said resolution remains in effect and has not been rescinded or amended in any way.

Dated, this _____ day of _____

Title _____



CITY OF LA PINE

STAFF REPORT

Meeting Date: August 10, 2022
TO: City Council
FROM: Geoff Wullschlager, City Manager
SUBJECT: Proposed Resolution 2022- 11

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: |
-

Members of Council:

As previously presented to Council as a discussion item, the City of La Pine must adjust its total aggregate indebtedness it is willing to accept through USDA Rural Development for the improvements and construction associated with its Wastewater Treatment Facility expansion project.

This increased indebtedness will supplement the original borrowing and granting as provided through Resolution 2018-07:

Indebtedness: \$5,000,000.00
Grant: \$3,699,500.00

with sub funding through Resolution 2022-10 as follows:

New Indebtedness: \$8,000,000.00
New Grant in aid: \$1,603,000.00

Action:

The Council should read Resolution 2022-11 by full title and number to adopt the findings contained therein. **If there is support for the proposed resolution, please make a motion to approve Resolution 2022-11, followed by a second, and the vote of each member of Council into the record.**

Resolution
2022-11

A RESOLUTION OF THE _____

OF THE _____
AUTHORIZING AND PROVIDING FOR THE INCURRENCE OF INDEBTEDNESS FOR THE PURPOSE OF PROVIDING A
PORTION OF THE COST OF ACQUIRING, CONSTRUCTING, ENLARGING, IMPROVING, AND/OR EXTENDING ITS

FACILITY TO SERVE AN AREA LAWFULLY WITHIN ITS JURISDICTION TO SERVE.

WHEREAS, it is necessary for the _____

(Public Body)

(herein after called Association) to raise a portion of the cost of such undertaking by issuance of its bonds in the principal amount of

pursuant to the provisions of _____; and

WHEREAS, the Association intends to obtain assistance from the United States Department of Agriculture,
(herein called the Government) acting under the provisions of the Consolidated Farm and Rural Development Act (7 U.S.C. 1921
et seq.) in the planning, financing, and supervision of such undertaking and the purchasing of bonds lawfully issued, in the event
that no other acceptable purchaser for such bonds is found by the Association:

NOW THEREFORE, in consideration of the premises the Association hereby resolves:

1. To have prepared on its behalf and to adopt an ordinance or resolution for the issuance of its bonds containing such items and in such forms as are required by State statutes and as are agreeable and acceptable to the Government.
2. To refinance the unpaid balance, in whole or in part, of its bonds upon the request of the Government if at any time it shall appear to the Government that the Association is able to refinance its bonds by obtaining a loan for such purposes from responsible cooperative or private sources at reasonable rates and terms for loans for similar purposes and periods of time as required by section 333(c) of said Consolidated Farm and Rural Development Act (7 U.S.C. 1983(c)).
3. To provide for, execute, and comply with Form RD 400-4, "Assurance Agreement," and Form RD 400-1, "Equal Opportunity Agreement," including an "Equal Opportunity Clause," which clause is to be incorporated in, or attached as a rider to, each construction contract and subcontract involving in excess of \$10,000.
4. To indemnify the Government for any payments made or losses suffered by the Government on behalf of the Association. Such indemnification shall be payable from the same source of funds pledged to pay the bonds or any other legal ly permissible source.
5. That upon default in the payments of any principal and accrued interest on the bonds or in the performance of any covenant or agreement contained herein or in the instruments incident to making or insuring the loan, the Government at its option may (a) declare the entire principal amount then outstanding and accrued interest immediately due and payable, (b) for the account of the Association (payable from the source of funds pledged to pay the bonds or any other legally permissible source), incur and pay reasonable expenses for repair, maintenance, and operation of the facility and such other reasonable expenses as may be necessary to cure the cause of default, and/or (c) take possession of the facility, repair, maintain, and operate or rent it. Default under the provisions of this resolution or any instrument incident to the making or insuring of the loan may be construed by the Government to constitute default under any other instrument held by the Government and executed or assumed by the Association, and default under any such instrument may be construed by the Government to constitute default hereunder.
6. Not to sell, transfer, lease, or otherwise encumber the facility or any portion thereof, or interest therein, or permit others to do so, without the prior written consent of the Government.
7. Not to defease the bonds, or to borrow money, enter into any contractor agreement, or otherwise incur any liabilities for any purpose in connection with the facility (exclusive of normal maintenance) without the prior written consent of the Government if such undertaking would involve the source of funds pledged to pay the bonds.
8. To place the proceeds of the bonds on deposit in an account and in a manner approved by the Government. Funds may be deposited in institutions insured by the State or Federal Government or invested in readily marketable securities backed by the full faith and credit of the United States. Any income from these accounts will be considered as revenues of the system.
9. To comply with all applicable State and Federal laws and regulations and to continually operate and maintain the facility in good condition.
10. To provide for the receipt of adequate revenues to meet the requirements of debt service, operation and maintenance, and the establishment of adequate reserves. Revenue accumulated over and above that needed to pay operating and maintenance, debt service and reserves may only be retained or used to make prepayments on the loan. Revenue cannot be used to pay any expenses which are not directly incurred for the facility financed by USDA. No free service or use of the facility will be permitted.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0572-0121. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

- 11. To acquire and maintain such insurance and fidelity bond coverage as may be required by the Government.
- 12. To establish and maintain such books and records relating to the operation of the facility and its financial affairs and to provide for required audit thereof as required by the Government, to provide the Government a copy of each such audit without its request, and to forward to the Government such additional information and reports as it may from time to time require.
- 13. To provide the Government at all reasonable times access to all books and records relating to the facility and access to the property of the system so that the Government may ascertain that the Association is complying with the provisions hereof and of the instruments incident to the making or insuring of the loan.
- 14. That if the Government requires that a reserve account be established, disbursements from that account(s) may be used when necessary for payments due on the bond if sufficient funds are not otherwise available and prior approval of the Government is obtained. Also, with the prior written approval of the Government, funds may be withdrawn and used for such things as emergency maintenance, extensions to facilities and replacement of short lived assets.
- 15. To provide adequate service to all persons within the service area who can feasibly and legally be served and to obtain USDA's concurrence prior to refusing new or adequate services to such persons. Upon failure to provide services which are feasible and legal, such person shall have a direct right of action against the Association or public body.
- 16. To comply with the measures identified in the Government's environmental impact analysis for this facility for the purpose of avoiding or reducing the adverse environmental impacts of the facility's construction or operation.
- 17. To accept a grant in an amount not to exceed \$ _____

under the terms offered by the Government; that the _____

and _____ of the Association are hereby authorized and empowered to take all action necessary or appropriate in the execution of all written instruments as may be required in regard to or as evidence of such grant; and to operate the facility under the terms offered in said grant agreement(s).

The provisions hereof and the provisions of all instruments incident to the making or the insuring of the loan, unless otherwise specifically provided by the terms of such instrument, shall be binding upon the Association as long as the bonds are held or insured by the Government or assignee. The provisions of sections 6 through 17 hereof may be provided for in more specific detail in the bond resolution or ordinance; to the extent that the provisions contained in such bond resolution or ordinance should be found to be inconsistent with the provisions hereof, these provisions shall be construed as controlling between the Association and the Government or assignee.

The vote was: Yeas _____ Nays _____ Absent _____

IN WITNESS WHEREOF, the _____ of the

_____ has duly adopted this resolution and caused it

to be executed by the officers below in duplicate on this _____, _____ day of _____

(SEAL) By _____

Attest: Title _____

_____ Title _____

CERTIFICATION TO BE EXECUTED AT LOAN CLOSING

I, the undersigned, as _____ of the _____

hereby certify that the _____ of such Association is composed of _____ members, of whom , _____ constituting a quorum, were present at a meeting thereof duly called and held on the _____ day of _____ ; and that the foregoing resolution was adopted at such meeting by the vote shown above, I further certify that as of _____ , the date of closing of the loan from the United States Department of Agriculture, said resolution remains in effect and has not been rescinded or amended in any way.

Dated, this _____ day of _____

Title _____



CITY OF LA PINE

STAFF REPORT

Meeting Date: August 10, 2022
TO: City Council
FROM: Geoff Wullschlager, City Manager
SUBJECT: COIC Intergovernmental Agreement for Labor Standards Monitoring

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: |
-

Members of Council:

The ensuing Water and Wastewater expansion projects will be formally undertaken by Taylor NW, a general construction contractor. Taylor NW will also employ several subcontractors in the delivery of its work and product to the City of La Pine.

As this project is being funded by both federal and state funds, and as the city of La Pine is a political subdivision of the state of Oregon, Certified Payroll Reports (CPRs) from the primary and subcontractors must be reviewed on regular (weekly) basis to ensure conformance with Davis Bacon wage requirements.

This is a component of the project that would be best served with the assistance of a contracting agency for accurate and timely review as the city does not currently have the resources to produce this work internally. As such, city administration proposes entering into an intergovernmental agreement with COIC for review, corrections, monitoring, record retention, reporting and enforcement, along with technical support to contractors. This work would be performed by COIC finance staff. The financial cost of this work would be, “not to exceed \$40,000.00” which would be absorbed by the bonding funds of the overall project.

If there is support for the proposed IGA, please make a motion to enter into an Intergovernmental Agreement with Central Oregon Intergovernmental Council for Labor Standards Monitoring for the La Pine Water and Wastewater System Improvement Project, followed by a second, and the vote of each member of Council into the record.

**INTERGOVERNMENTAL AGREEMENT
LABOR STANDARDS MONITORING FOR LA PINE WATER WASTEWATER
SYSTEM IMPROVEMENT PROJECT**

PARTIES:

Central Oregon Intergovernmental Council
334 NE Hawthorne Ave.
Bend, Oregon, 97701 (“COIC”)

City of La Pine
16345 Sixth Street
La Pine, Oregon 97739 (“City”)

RECITALS:

- A. COIC is an intergovernmental entity organized pursuant to ORS 190.003 – 190.150
- B. City of La Pine is an Oregon municipal corporation ("City").
- C. City wishes to enter into an agreement with COIC for labor standards monitoring services. The role of COIC is further defined as “Services” under the terms of this Agreement.

IT IS, THEREFORE AGREED:

1. Term

Upon full execution, this agreement will be effective July 1, 2022. This is known as the Effective Agreement Date. The agreement will continue until June 30, 2024.

2. Services

COIC shall provide prevailing-wage labor standards monitoring services for City at City’s direction. These services are described in detail in Exhibit A, Scope of Work, attached hereto and incorporated herein by reference.

3. Reimbursement and Do Not Exceed Amount

City shall reimburse COIC for costs in performing the Scope of Work as specified in Exhibit A. Specific reimbursement amounts and payment terms are detailed in Exhibit B, Payment for Work, attached hereto and incorporated herein by reference.

This IGA shall have a total do not exceed amount of \$40,000 for the term of the contract. This amount may be reviewed, and the do not exceed amount amended, if necessary and subject to agreement by COIC and City.

In the event services are required beyond those specified in the Scope of Work, COIC shall submit a revised fee estimate for such services, and an agreement modification shall be negotiated and approved by all parties prior to any effort being expended on such services. All modifications shall be reduced to writing, executed by the parties, and attached to this Agreement as supplemental exhibits.

4. Invoicing and Payment Schedule

Invoices shall be submitted to City on or before the fifteenth of each month for expenses incurred the month prior. City shall be allowed thirty (30) days from the date the invoice is received to reimburse COIC, provided that the work performed and the invoice documentation provided by COIC is acceptable to City. Upon receipt of the invoice, City shall review the documentation submitted and may request additional information. If City does not request additional information within fifteen (15) days after receipt of the invoice, the invoice shall be deemed approved and payment shall be made. In the event that City requests additional information from COIC, City shall have fifteen (15) days from the date of receipt of the additional information to review the information. If COIC has provided the information requested, the invoice shall be deemed approved and payment shall be made. In the event COIC does not provide the information requested within thirty (30) days, City may deny the invoice or approve only the portion of the invoice which has been documented satisfactorily. Failure to pay an invoice when due shall constitute default. In the event of default, COIC may elect to suspend all professional services under this agreement until such invoice is paid in full and may elect to terminate this Agreement as of the 30th day of default.

5. Execution of Work

COIC shall at all times carry on the work diligently, without delay, and punctually fulfill all requirements herein. The passage of the Agreement expiration date shall not extinguish, prejudice, or limit any party's right to enforce this agreement with respect to any default or defect in performance that has not been cured.

This Agreement outlines the entire relationship between City and COIC for purposes stated in Exhibit A, Scope of Work. This Agreement constitutes the entire Agreement between the parties concerning the subject matter hereof and supersedes any and all prior or contemporaneous agreements or understandings between the parties, if any, whether written or oral, concerning the subject matter of this Agreement which are not fully expressed herein. This Agreement may not be modified or amended except by a writing signed by all parties.

6. Books and Records

COIC shall keep proper and complete books of record and account and maintain all fiscal records related to this Agreement and the project in accordance with generally accepted accounting principles, generally accepted governmental accounting standards and state minimum standards for audits of municipal corporations. COIC acknowledges and agrees that City and its duly authorized representatives shall have access to the books, documents, papers, and records of COIC, which are directly pertinent to this specific Agreement for making audit, examination, excerpts, and transcripts for a period of three years after the Agreement expiration date. Copies of applicable records shall be made available upon request. Payment for reasonable costs of copies is reimbursable by City. If for any reason any part of this Agreement is involved in litigation, COIC shall retain all pertinent records for not less than three years or until all litigation is resolved, whichever is longer. Full access will be provided to COIC and to its duly authorized representatives in preparation for and during litigation.

7. Termination

This Agreement may be terminated prior to the expiration date only by written mutual consent of all parties. If one party believes the other party to be in violation, or breach, of this Agreement, that party shall notify the second party in writing of the circumstances leading to this conclusion. The party alleged to be in violation shall have 30 days to remedy the violation after which, if the violation continues to exist, the agreement will automatically terminate. If this Agreement is terminated prior to the end of the agreement period, COIC shall be reimbursed for work completed through the termination date as outlined in the Payment for Work, Exhibit B.

In the event of breach, the parties shall have all available remedies in law or equity.

8. Litigation

All claims, counterclaims, disputes, and other matters in question between City and COIC arising out of, or relating to, this Agreement or the breach of it will be decided, if the parties mutually agree, by arbitration, mediation, or other alternative dispute resolution mechanism, or, if not so agreed, in a court of competent jurisdiction within the State of Oregon and Deschutes County. In the event of any dispute arising from this Agreement each party shall be required to pay its own separately incurred attorney's fees, expenses, and court costs, including arbitration, trial, and appeal.

9. Indemnity and Insurance

9.1 COIC agrees to indemnify, defend, and hold harmless City from all claims, lawsuits and actions of whatever nature brought against it, which arise from COIC's performance or omissions under this Agreement. COIC shall not be required to indemnify City for any such liability arising out of negligent acts or omissions of

City, its employees, or representatives. Failure to supervise on the part of City shall not constitute a defense to the indemnity obligation imposed by this provision. This provision is subject to the limitations, if applicable, set forth in Article XI, Section 10 of the Oregon Constitution and in the Oregon Tort Claims Act, ORS 30.260 to 30.300.

9.2 As to this Agreement, City will defend and indemnify COIC, and each present and future employee, director, officer, agent, board member, and authorized representative of COIC, 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 attorneys' fees, resulting from or arising out of, whether directly or indirectly, (i) state or federal anti-trust violations, (ii) damage to person or property caused directly or indirectly by the intentional misconduct, recklessness or negligence of City and/or City's Representatives, and or/ (iii) City's failure to pay any tax arising out of or resulting from either party's performance under the Agreement. Contractor's indemnification obligation provided in this Section will survive the termination of this Agreement.

9.3 COIC will obtain and maintain insurance policies that provide for adequate coverage for all risks normally insured against by a person carrying on a similar business in a similar location, and for any other risks to which COIC is normally exposed. COIC will have workers' compensation insurance in form and amount sufficient to satisfy the requirements of applicable Oregon law.

10. Successors & Assigns

The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns. After this Agreement is executed, COIC shall not enter into any new sub-agreements for any work scheduled under this Agreement, nor assign or transfer any of its interest in this agreement without the prior written consent of City.

11. No Partnership

COIC will act as an independent contractor for this project. This agreement is not intended to create a partnership or joint venture.

12. Compliance with Applicable Laws

12.1 COIC agrees to comply with all federal, state, and local laws, ordinances, and regulations applicable to this agreement. This agreement shall be governed by and construed in accordance with the laws of the State of Oregon. COIC hereby consents to the personal jurisdiction of all courts within Deschutes County.

12.2 COIC shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.

13. Tax Compliance

By signature on this agreement, COIC hereby certifies that it is not, to the best of its knowledge, in violation of any Oregon Tax Laws. For the purpose of this certification, "Oregon Tax Laws" are ORS Chapter 118, 119, 314, 316, 317, 318, 320, 321, and 323 and Sections 10 to 20, Chapter 533, Oregon Laws 1981, as amended by Chapter 16, Oregon Laws 1982 (first special session); the Homeowner's and Renters Property Tax Relief Program under ORS 310.630 to 310.690; and any local tax laws administered by the Oregon Owner of Revenue under ORS 305.620.

14. Severability

The parties agree that 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 the agreement did not contain the particular term or provision held to be invalid.

15. Force Majeure

No party shall be held responsible for delay or default caused by fire, riot, acts of God, and war, which is beyond such party's reasonable control. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligation under the agreement.

16. Waiver

The 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.

17. Ownership

City will have full access to, and rights to use, all documents prepared under this agreement.

18. Other Provisions

COIC shall protect and indemnify City against any payroll taxes or contributions imposed with respect to any employees of COIC by any applicable law dealing with pensions, unemployment compensation, accident compensation, health insurance, and related subjects. COIC shall at COIC's own cost and expense insure each person employed by COIC the compensation provided for by law with respect to worker's compensation and employer's liability insurance.

19. Attachments


The following attachments are part of and applicable to this Agreement:

- Exhibit A – Scope of Work
- Exhibit B – Payment for Work
- Exhibit C – Required Contract Clauses

THIS AGREEMENT, WHICH INCLUDES ALL ATTACHED EXHIBITS, CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THE TERMS OF THIS AGREEMENT SHALL NOT BE WAIVED, ALTERED, MODIFIED, SUPPLEMENTED, OR AMENDED, IN ANY MANNER WHATSOEVER, EXCEPT BY WRITTEN INSTRUMENT. SUCH WAIVER, ALTERATION, MODIFICATION, SUPPLEMENTATION, OR AMENDMENT, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN, AND SHALL BE VALID AND BINDING ONLY IF IT IS SIGNED BY ALL PARTIES TO THIS AGREEMENT. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, REGARDING THIS AGREEMENT EXCEPT AS SPECIFIED OR REFERENCED HEREIN. COIC AND CITY, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

CENTRAL OREGON
INTERGOVERNMENTAL COUNCIL

CITY OF LA PINE

By 

Tammy Baney, Executive Director
Central Oregon Intergovernmental Council

By _____
Signator
City of La Pine

Date _____

Date _____

EXHIBIT A
SCOPE OF WORK FOR BOLI AND DAVIS-BACON PROJECTS

COIC will provide prevailing wage monitoring services on City water wastewater system improvement project requiring BOLI and Davis-Bacon (Federal) wages.

Task 1. Pre-Construction Meetings: COIC will participate in a pre-construction meeting with City staff, general contractor, and subcontractors. The goal of the labor standards portion of the pre-construction meeting will be to inform the contractors on labor standards requirements and ensure their awareness of monitoring activities and expectations. COIC will provide reference materials for contractors.

Task 2. Certified Payroll Report Review: COIC will review all general contractor and subcontractor Certified Payroll Reports (CPRs) to ensure they are complete and accurate. Each CPR submitted will be reviewed fully. Contractors will be asked by City to submit CPR's directly to COIC on a weekly basis as required by law.

Task 3. Certified Payroll Report Corrections and Enforcement: COIC will work with contractors to make CPR corrections and/or ensure revisions are submitted in a timely manner. COIC will interpret the Davis Bacon wage decision and make judgments on occupation classifications and the applicability of Davis Bacon requirements. COIC will oversee routine enforcement actions that may be required.

Task 4. Technical Support to Contractors: Upon request by City, COIC will provide information to contractors to assist them in complying with state and federal prevailing wage requirements.

Task 5. On-Site Compliance Monitoring and Interviews: COIC will conduct on-site visits as directed by City. COIC will ensure that the proper posters and wages are available to workers as required by law, and interview employees using the federal standard form 1442 ensure workers are being paid the appropriate amount for their occupation. COIC will compare the interview information with the corresponding CPRs to ensure that workers are properly listed and are receiving the appropriate pay for their classification.

Task 6. Record Retention: COIC will maintain electronic copies of all CPRs, contractor correspondences, on-site interviews, interviews, and other official documents and correspondences for a period of five years. As requested by City, COIC will make available all paper documentation of the reports to auditors and/or for monitoring by funding agencies, and to City once the projects are complete.

Task 6: Reporting: COIC will provide a monthly report to City by the 10th of the month.

City Responsibilities:

- All contracting and general project management on construction projects.
- Determination of appropriate Davis Bacon Wage Decision for each contract.
- Inclusion of appropriate Davis Bacon provisions and wage decision within construction contracts.
- Scheduling, hosting, and facilitating pre-construction meetings.
- Making final determination on the handling and disposition of significant disputes and/or Davis Bacon non-compliance.
- Issuing formal correspondences with contractors in the event of significant disputes and/or non-compliance.

EXHIBIT B PAYMENT FOR WORK

B.1 Basis for Compensation

City agrees to reimburse COIC at a rate of time expended performing the work described in the Scope of Work, as defined in Exhibit A.

- \$90/hour for Program Administrator
- \$75/ hour for Program Coordinator and/or Program Assistant

B.2 Payment for Services

COIC will submit invoices on a monthly basis for work performed and payment will be made within 30 days of acceptance of work. Each invoice will state the hours spent on each unique project and staff person.

B.3 Changes in the Scope of Project

City and COIC agree in accordance with the terms and conditions of this agreement that if the scope of the project is changed materially, COIC shall request in writing, before services are provided, an appropriate change in the amount of compensation.

B.4 Suspension or Abandonment of Project

If the Project is suspended or abandoned in whole or in part for more than 45 days, COIC shall be compensated for all services performed prior to receipt of written notice from City of such suspension or abandonment. If the Project is resumed after being suspended for more than 45 days, COIC's compensation shall be reviewed with City and an adjustment made for the cost of restarting the project before work continues.

**Contract Clauses for contracts with
Professional Services Contractors (i.e. Consultants)
for projects funded by Safe Drinking Water financing**

Contract Clause Language

Instructions: *The following language to be included verbatim in contracts according to any accompanying instructions.*

1. SAM Registration

All entities that enter into contracts with a Safe Drinking Water Revolving Loan Fund recipient (i.e. contractors) must have a SAM Registration. The links below can be provided to contractors if they have not already addressed this requirement.

SAM Registration: <https://www.sam.gov/SAM/>

NOTE: The SAM registration expires annually and must be kept active until the SDWRLF project is closed

2. Source of Funds

Work under this contract is funded by the federal Safe Drinking Water Revolving Loan Fund through Business Oregon and a partnership of Local and/or Private Funds.

3. Whistleblower (language to be included in all contracts and subcontracts)

“Contractor receiving SDWRLF funds shall under or through this contract to, post notice of the rights and remedies provided to whistleblowers under No Fear Act Pub. L. 107-174. 29 CFR § 1614.703 (d).”

4. Non Discrimination

“The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.”

5. Termination for Cause and for Convenience & Breach of Contract

“Contractor shall address termination for cause and for convenience, including the manner by which it will be effected and the basis for settlement. In addition, contractor shall address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.”

6. Intellectual Property (language to be included in all contracts:)

“Contractor hereby grants to the U.S. E.P.A. a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes, any intellectual property developed under this contract. Contractor shall secure from third parties the same license in the name of the U.S. E.P.A. regarding any intellectual property developed by third parties as subcontractors to perform this project, or developed under contract with the Contractor specifically to enable Contractor’s obligations related to this project.”

7. Inspections; Information (language to be included in all contracts and subcontracts:)

“Contractor shall permit, and cause its subcontractors to allow [*insert name of water system Owner*], the State of Oregon, the federal government and any party designated by them to:

- (1) Inspect and make copies of any accounts, books and records, including, without limitation, its records regarding receipts, disbursement, contracts, and any other matters relating to the Project, and to its financial standing, and shall supply such reports and information as reasonably requested.
- (2) Interview any officer or employee of the Contractor, or its subcontractors, regarding the Project.

Contractor shall retain all records related to the Project for three years after final payments are made and any pending matters are closed.”

8. American Iron Steel

[language to be included in all contracts and subcontracts for engineering design work when subsequent construction work is also funded with Safe Drinking Water financing (i.e. design/construction projects)].

“The Contractor acknowledges to and for the benefit of the [*insert name of water system Owner*] (“Water System”) and the State of Oregon (the “State”) that subsequent construction activities funded under this agreement are being funded with monies made available by the Drinking Water State Revolving Fund that have statutory requirements commonly known as “American Iron and Steel;” that requires all of the iron and steel products used in the project to be produced in the United States (“American Iron and Steel Requirement”). The Contractor hereby represents and warrants to and for the benefit of the Water System and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, and (b) all engineering design, plans and specifications, and cost estimates shall facilitate compliance with the American Iron and Steel Requirement. While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.”