



**CITY OF LA PINE, OREGON
REGULAR CITY COUNCIL MEETING**

**Wednesday, September 14, 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/86979762396>

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. 08.10.22 Regular City Council Meeting Minutes.....3.

PRESENTATIONS:

None

PUBLIC HEARING:

None

OLD BUSINESS:

None

NEW BUSINESS:

- 1. COIC Proposal (Water/Wastewater Project AP Oversight)
 - a. Staff Report.....8.
 - b. IGA Draft.....10.
- 2. Proclamation 2022-01
 - a. Staff Report.....20.
 - b. Proclamation 2022-01.....22.
- 3. Ordinance 2022-04
 - a. Staff Report.....23.
 - b. Final Order (Planning Commission)25.
 - c. Ordinance 2022-04.....27.
- 4. Resolution 2022- 12 Signatory Authority Water/Wastewater Expansion Project
 - a. Staff Report.....29.
 - b. Resolution 2022- 0 City Manager Signing Authority.....31.
- 5. Assigners – City Finance
 - a. Staff Report.....32.

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, 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/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

Mayor Daniel Richer

Councilor Cathi Van Damme

ABSENT

Councilor Courtney Ignazzitto

STAFF

City Manager, Geoffrey Wullschlager

Public Works Manager, 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.

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. **07.27.22 Regular City Council Meeting Minutes**
2. **08.03.22 Special City Council Meeting Minutes**

Motion by Councilor Scott to approve the Meeting Minutes from July 27, 2022, and August 3, 2022, with corrections. Councilor Van Damme seconded the motion.

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

Voting Nay: None.

7. PUBLIC HEARING:

None.

8. OLD BUSINESS:

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

Presented to the Council endeavors to repave the general parking lot that borders the Center to the west, south and east.

Councilor Scott - Thanked Jamie for the presentation.

Councilor Shields - Asked if the amount is still \$86,000.00 for paving and Jamie confirmed.

Councilor Van Damme - Asked if the total amount is still \$95,000.00 and Jamie confirmed. Jamie is still waiting for the stripping and handicap parking quote that will be an additional cost.

Motion by Councilor Scott. Councilor Shields seconded the motion.

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

Voting Nay: None.

9. NEW BUSINESS:

1. **Resolution 2022-08**

The City initially approved the issuance of \$11,000,000.00 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 raw materials, labor, construction/building services, and associated professional services, the City of La Pine must now consider the proposal of issuing an additional \$3,000,000.00 in wastewater revenue bonds to facilitate the City's Wastewater Expansion Project.

Motion by Councilor Scott. Councilor Shields seconded the motion.

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

Voting Nay: None.

2. **Resolution 2022-09**

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 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.

Motion by Councilor Van Damme. Councilor Shields seconded the motion.

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

Voting Nay: None.

3. Resolution 2022-10

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 the USDA Rural Development for the improvements and construction associated with its Water Treatment Facility Expansion Project. This increased indebtedness of \$5,286,000.00 will supplement the original borrowing.

Motion by Councilor Scott. Councilor Van Damme seconded the motion.

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

Voting Nay: None.

4. Resolution 2022-11

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 Indebtedness: \$5,000,000.00

Motion by Councilor Scott. Councilor Shields seconded the motion.

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

Voting Nay: None

5. COIC Proposal (IGA) – Labor Standards Monitoring

The ensuing Water and Wastewater Expansion Project will include several subcontractors. 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. This is a component of the project that would be best served by 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, “not to exceed \$40,000.00” which would be absorbed by the bonding funds of the overall project.

Motion by Councilor Scott. Councilor Shields seconded the motion.

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

Voting Nay: None.

6. Vector Control – Ballot Measure

There will be a Vector Control Ballot Measure for unincorporated La Pine. City Manager Geoff Wullschlager has asked the Council for approval to hold the discussions at City Hall and also offer his time after hours to help facilitate any questions pertaining to the separation of City Limits.

Council was in support.

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.

Don Greiner spoke of the importance to have the Senior Center paved.

11. STAFF COMMENTS:

Public Works Report – Breaking ground on the water/wastewater project this month.

City Manager Report – The ODOT Pathway Project Phase 1 will break ground next week. There is an ODOT Path Ramp Program that would initiate Phase 2 to potentially get lighting, alcoves or hard scape paving along the trail.

The Transit Center project is wrapping up. The diminished landscaping and stripping have yet to be done due to cost cutting. Meeting with the regional Regional Project Manager from ODOT to discuss Phase 2.

Signing a contract with the Department of Administrative Services from the State for \$300,077.00 as well as a maximum of \$250,000.00 from the ODOT SCA grant which is a paving and transportation grant program. Cost structure sheet and plans have been drawn up for the east side of Highway 97 sidewalk improvements that will run from Reed Road to William Foss Road.

12. MAYOR & COUNCIL COMMENTS:

Councilor Scott – Thanked the Staff for keeping relationships with ODOT, County, and COIC. This has helped put these projects in motion.

Councilor Shields – None.

Cathy Van Damme – Pleased that we are moving forward with all of the aforementioned projects.

Mayor Richer – Thanked everyone for their hard work.

13. ADJOURNMENT: Meeting was adjourned 6:07p.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: September 14, 2022
TO: City Council
FROM: Geoff Wullschlager, City Manager
SUBJECT: IGA – COIC Construction Reimbursement Request

Services

- | | | | |
|-------------------------------------|-------------------------|--------------------------|------------------|
| <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 City endeavors to enter into an Intergovernmental Agreement with the Central Oregon Intergovernmental Council for construction reimbursement request services associated with the Water and Wastewater Expansion project. This is being requested by City Administrative staff as the pay application and reimbursement process for the multi-agency (USDA, Business Oregon, DEQ) funded project requires dedicated accounting review not currently available with in house staff. In specificity, COIC will be providing these services through the following scope of work:

Task 1. Assemble Pay Applications: COIC will receive approved contractor pay applications from the City of La Pine or designee. COIC will track and assemble each pay application for submission to all funding agencies.

Action:

Task 2. Compile Reimbursement Requests for Funding Agencies: COIC will compile all reimbursement requests for all funding agencies on behalf of the City of La Pine. COIC will submit the reimbursement request forms to the City for their approval. Once the City approves of the reimbursement requests, COIC will submit requests to all funding agencies.

Task 3. Reimbursement Request Follow Up: Once COIC submits approved reimbursement requests to funding agencies on the City's behalf, COIC will follow up with City or designee and funding agencies to get any reimbursement requests issues corrected.

Task 4. Record Retention: COIC will maintain electronic copies of all pay applications, reimbursement request submittals 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 5. Tracking and Reporting on Funding Sources: COIC will provide a monthly report to City showing each funding source, amount of funds requested and amount of funds remaining.

The work will be performed at a rate of \$90-\$115 per hour which will vary with staff level performing the work from COIC. The forecasted cost for the life of the project cannot be provided in specificity but it is anticipated this project will not exceed \$25,000.00 over the two years of the Water/Wastewater Expansion project.

Action:

Please review the attached proposed agreement. Per Council discretion, if there is support for the agreement, please make the following formal motion:

“I make a motion to approve the Intergovernmental Agreement for Construction Reimbursement Request Services For La Pine Water Wastewater System Improvement Project.”

Please follow the motion with a Second.

Conclude with a roll call vote of the voting members of Council.

Motion

Seconded

Aye's _____

Nay's _____

**INTERGOVERNMENTAL AGREEMENT -
CONSTRUCTION REIMBURSEMENT REQUEST SERVICES 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 construction reimbursement request services related to the La Pine Water Wastewater System Improvement Project. The role of COIC is further defined as “Services” under the terms of this Agreement.

IT IS, THEREFORE AGREED:

1. Term

This agreement will be effective August 22, 2022. This is known as the Effective Agreement Date. The agreement will continue until June 30, 2024.

2. Services

COIC shall provide construction reimbursement request 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 and at rates 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.

The rates may be reviewed and 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/rate 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 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. If one party believes the other party to be in violation 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.

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 the State of Oregon.

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

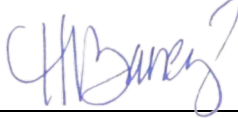
The following attachments are part of and applicable to this Agreement:

- Exhibit A – Scope of Work
- Exhibit B – Payment for Work

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 8/22/22

Date _____

EXHIBIT A
SCOPE OF WORK
Construction Reimbursement Request Services

COIC will provide construction reimbursement request services related to the City of La Pine water wastewater system improvement project, funded by USDA, DEQ and Business Oregon.

Task 1. Assemble Pay Applications: COIC will receive approved contractor pay applications from the City of La Pine or designee. COIC will track and assemble each pay application for submission to all funding agencies.

Task 2. Compile Reimbursement Requests for Funding Agencies: COIC will compile all reimbursement requests for all funding agencies on behalf of the City of La Pine. COIC will submit the reimbursement request forms to the City for their approval. Once the City approves of the reimbursement requests, COIC will submit requests to all funding agencies.

Task 3. Reimbursement Request Follow Up: Once COIC submits approved reimbursement requests to funding agencies on the City's behalf, COIC will follow up with City or designee and funding agencies to get any reimbursement requests issues corrected.

Task 4. Record Retention: COIC will maintain electronic copies of all pay applications, reimbursement request submittals 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 5. Tracking and Reporting on Funding Sources: COIC will provide a monthly report to City showing each funding source, amount of funds requested and amount of funds remaining.

City Responsibilities:

- All contracting and general project management on construction projects.
- Supplying COIC with all approved pay applications.
- Informing COIC of all funding sources and providing COIC with copies of all grants and contracts.
- Approving all reimbursement requests prepared by COIC or working with COIC on necessary corrections.
- Informing COIC of any changes to the project budget or funding sources.
- Supplying COIC with the appropriate requested information in a timely manner to avoid reimbursement request delays and back log.

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.

- \$115/hour for Program Director
- \$90/ hour for Program Administrator

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.”



CITY OF LA PINE

STAFF REPORT

Meeting Date: September 14, 2022
TO: City Council
FROM: Geoff Wullschlager, City Manager
SUBJECT: Proclamation 2022-01, Constitution Week 2022

<input checked="" type="checkbox"/>	Proclamation	<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:

Councilmembers:

Under Public Law 915 of the United States Code, the President of the United States has authorization to designate the period between September 17th and 23rd of each year as Constitution Week, in which a proclamation is issued inviting the people of the United States to observe the week in places of public gathering through ceremony and activity. As a political subdivision of the State of Oregon, it is our collective privilege and responsibility to do so with the issuance of local proclamation in further observance, as such. In concert with the Daughters of the American Revolution, Bend, OR chapter this action is being submitted for Council consideration.

Action:

Please review the attached, Proclamation 2022-01. If there is support for the proposed proclamation, please proceed with the follow motion.

“I make a motion to approve Proclamation 2022-01, A Proclamation Declaring September 17 through 23 as Constitution Week.”

Please follow the motion with a Second.

Conclude with a roll call vote of the voting members of Council.

Motion

Seconded

Aye's _____

Nay's _____



L A P I N E

O R E G O N

PROCLAMATION NO. 2022-01

A Proclamation Declaring September 17 through 23 as Constitution Week

WHEREAS, It is the privilege and duty of the American people to commemorate the two hundred thirtieth fifth anniversary of the drafting of the Constitution of the United States of America with appropriate ceremonies and activities; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week,

THEREFORE, BE IT RESOLVED that the La Pine City Council does hereby proclaim the week of September 17 through 23 as **CONSTITUTION WEEK** and urges all citizens to study the Constitution, and reflect on the privilege of being an American with all the rights and responsibilities which that privilege involves.

Adopted by the La Pine City Council this 14th day of September, 2022.

Daniel Richer, Mayor

ATTEST:

Geoff Wullschlager, City Manager



CITY OF LA PINE
STAFF REPORT

DATE: September 14, 2022
TO: La Pine City Council
FROM: Principal Planner, Alexa Repko
SUBJECT: North Pine Village Zone Change

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:

On June 1, 2022 North Pine Village, applied for a Zone Change. The subject property is located at 17150 Rosland Rd. and is also identified as Tax Lot 100 on Deschutes County Assessor's Map 21-10-36.

On August 17, 2022 a Public Hearing was held and the Planning Commission approved of the Zone Change. The proposed Zone Change altered the subject property which is 19.96 acres from the Industrial Zone to the Commercial Mixed-Use Zone.

Ordinance:

The Planning Commission recommends the City Council adopt Ordinance No. 2022-04 to record the subject Zone Change, Planning File No. 02ZC-22. This Ordinance has been made available to the public for a week prior to its presentation to the Council for consideration of passage.

Action:

Please review the attached, Ordinance 2022-04. If there is support for the proposed ordinance, please proceed with the follow motion.

"I make a motion to approve Ordinance 2022-04, an Ordinance of the City of La Pine Amending the Zoning Map and Comprehensive Plan Map to change the Industrial Designation to Commercial Mixed Use for a certain property pursuant to Land Use Approvals 02ZC-22."

Please follow the motion with a Second.

Conclude with a roll call vote of the voting members of Council.

Motion

Seconded

Aye's _____

Nay's _____

**BEFORE THE PLANNING COMMISSION
OF THE CITY OF LA PINE**

ZONE CHANGE
FILE 02ZC-22
FINAL ORDER

NATURE OF THE APPLICATION

The Applicant is requesting a Zoning Map Amendment to change the designation and zone of the subject property from Industrial (IND) to Commercial Mixed-Use (CMX).

1. The subject property is situated east of Highway 97 and west of the Industrial Park. It is located northeast of Drafter Road. The subject property has an address of 17150 Rosland Road and is identified as Tax Lot 100 on Deschutes County Assessor's Map 21-10-36.
2. The subject property is zoned Industrial (IND) and is designated Industrial on the La Pine Comprehensive Plan Map.
3. Timely and sufficient notice of the public hearing was provided pursuant to Article 7 of the La Pine Development Code.
4. The La Pine Planning Commission conducted a public hearing on August 17, 2022, to accept testimony on the request. The Planning Department Staff Report and recommendations, together with testimony and submittals of the persons testifying at this hearing, were considered and are part of the record of this proceeding. At the conclusion of the hearing, the Planning Commission voted to approve the Zone Change.

CONCLUSION

On the basis of this record, the application file, 02ZC-22, for a Zoning Map Amendment on Tax Lot 100 on Deschutes County Assessor's Map 22-10-36, is consistent with the applicable criteria of the La Pine Development Code. This conclusion is supported by the specific findings of fact contained in the Staff Report to the Planning Commission.

RECOMMENDATION

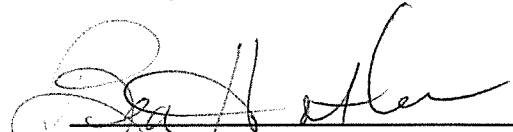
- A. This application is unusual in that an approval provides land for employment needs, residential development, or both. As commercial land, the identified employment needs of the City will be met without impacting the employment land reserve. The employment reserve acreage will decline slightly if the site is 100% developed with residences; however, a pressing need for new housing is met. Developed as a mixed-use project – both commercial and residential – the City's interest in mixed neighborhoods is supported.
- B. On balance, staff concludes the zone change from Industrial to Commercial Mixed Use will have insignificant impact on the City's ability to provide land to meet employment requirements while creating the potential for additional entry-level housing. Based on the above findings, the proposal complies with the applicable decision criteria. Therefore, City staff recommends Planning Commission approval of the proposed zone change.

Based on the above findings, the proposal complies with the applicable decision criteria. Therefore, City staff recommends Planning Commission approval of the proposed zone change.

ORDER

It is ORDERED by the La Pine Planning Commission to adopt Staff's findings and approve the application for the Zone Change at 17150 Rosland Road, 02ZC-22, subject to the following conditions of approval:

This ORDER was presented and approved by the La Pine Planning Commission on August 17, 2022.



Bea Leach Hatler
Planning Commission Chair

Ayes: 5
Nays: 0
Absent: 0

ORDINANCE NO. 2022-04

AN ORDINANCE OF THE CITY OF LA PINE AMENDING THE ZONING MAP AND COMPREHENSIVE PLAN MAP TO CHANGE THE INDUSTRIAL DESIGNATION TO COMMERCIAL MIXED-USE FOR A CERTAIN PROPERTY PURSUANT TO LAND USE APPROVALS 02ZC-22.

WHEREAS, North Pine Village LLC, filed land use application (File No. 02ZC-22) to change the zoning and comprehensive plan designations for the property identified as Tax Lot 100 on Deschutes County Assessor’s Map 21-10-36 and legally described on the attached Exhibit A (the “Property”) from Industrial to Commercial Mixed-Use on both the City of La Pine (“City”) Zoning Map (“Zoning Map”) and the City’s Comprehensive Plan Map (the “Comprehensive Plan Map”) (collectively, the “Amendments”);

WHEREAS, after City provided notice in accordance with applicable law, a public hearing was held before the La Pine Planning Commission (the “Planning Commission”) on August 17, 2022

WHEREAS, the Planning Commission, after receiving public comment and fully deliberating the matter, recommended that the City Council approve the Amendments;

WHEREAS, a draft of this Ordinance No. 2022-04 (this “Ordinance”) was available for public inspection seven days prior to the City Council meeting on September 7, 2022; and

WHEREAS, the City Council, after receiving public comment and fully deliberating the matter, desires to adopt this Ordinance to effectuate the Amendments.

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

1. Findings. The findings of fact and conclusions of law contained in the recitals above, and in the staff report attached hereto as Exhibit B, are hereby adopted and incorporated herein.
2. Conditions of Approval. The conditions of approval for File No. 02ZC-22 attached hereto as Exhibit C are hereby adopted and incorporated herein.
3. Zoning Map. The City’s Zoning Map is hereby amended to change the zoning designation for the Property from Industrial to Commercial Mixed-Use as shown on the attached Exhibit D. Staff is directed to take those steps necessary to incorporate the Amendments into the Zoning Map and other planning documents.
4. Comprehensive Plan Map. The Comprehensive Plan Map is hereby amended to change the comprehensive plan designation for the Property from Industrial to Commercial Mixed-Use as shown on the attached Exhibit E. Staff is directed to take those steps necessary to incorporate the Amendments into the Comprehensive Plan Map and other planning documents.
5. Notice. Staff shall provide the Oregon Department of Land Conservation and Development, the Deschutes County Assessor, the Deschutes County GIS Department, and any others who are entitled to notice of the Amendments, with a copy of this Ordinance.
6. Severability; Errors. The provisions of this Ordinance are hereby declared to be 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 City Council to cure editorial and/or clerical errors.

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 September 14, 2022.

Daniel Richer, Mayor

ATTEST:

Geoff Wullschlager, City Manager



CITY OF LA PINE

STAFF REPORT

Meeting Date: September 14, 2022
TO: City Council
FROM: Geoff Wullschlager, City Manager
SUBJECT: Resolution 2022-12, City Manager Signatory Authority

<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:

e

Councilmembers:

The City Administrator will be presented with pay applications, change orders, and other financial administration documents relating to the Water/Wastewater Expansion project on a regular basis for the life of the project which is scheduled to be under operation for the next 23 months.

At times, this duty will require the City Administrator to execute financial orders, documents, adjustments, and payable applications in association with the project without haste. This may also require the discretion of the City Administrator to assign these duties to other management officers of the city in their absence.

As such, City Administration requires authority approval as given by Council to execute these duties with the following conditions:

Any individual action taken by the City Administrator, or their assign, as described herein will not exceed 10% of the projected total cost, or \$440,000.00

Any individual action taken by the City Administrator, or their assign, as described herein, will be reported on, and provided to the City Council at the next formal meeting of Council.

Action:

Please review the attached, Resolution 2022-12. If there is support for the proposed resolution, please proceed with the follow motion.

“I make a motion to approve Resolution 2022-12, A Resolution of the City of La Pine, Oregon, Authorizing the City Manager Signature Authority for all Financial Matters Pertinent to the La Pine Water/Wastewater Expansion Project to and Amount Certain.”

Please follow the motion with a Second.

Conclude with a roll call vote of the voting members of Council.

Motion

Seconded

Aye's _____

Nay's _____

RESOLUTION NO. 2022-12

A RESOLUTION OF THE CITY OF LA PINE, OREGON, AUTHORIZING THE CITY MANAGER SIGNATURE AUTHORITY FOR ALL FINANCIAL MATTERS PERTAINING TO THE LA PINE WATER/WASTEWATER EXPANSION PROJECT TO AN AMMOUNT CERTAIN

WHEREAS, the City of La Pine, Oregon finds that it is financially and operationally prudent to afford the City Manager, or their assign, signatory authority for the execution of documents, orders and other instruments pertaining to the financial administration assigned to the La Pine Water/Wastewater Expansion Project; and

WHEREAS, it is expected that the City Manager, or their assign, will utilize this authority only when deemed necessary at their discretion; and

WHEREAS, it is expected that the City Manager, or their assign, will report to Council on any and all documents, orders, and other instruments executed in association with this permission at the next appropriate session of the La Pine City Council; and

WHEREAS, it is understood that this authority is not to exceed ten (10) percent of the expected total project cost, which is \$440,000.00; an amount certain.

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

The City of La Pine Council extend signatory authority for the execution of documents, orders and other instruments pertaining to the financial administration assigned to the La Pine Water/Wastewater Expansion Project to the City Manager, or their assign, not to exceed ten (10) percent of the expected total project cost, which is \$440,000.00.

APPROVED, ADOPTED, AND MADE EFFECTIVE by the City Council on this 14th day of September, 2022.

Daniel Richer, Mayor

ATTEST:

Geoff



CITY OF LA PINE

STAFF REPORT

Meeting Date: September 14, 2022
TO: City Council
FROM: Geoff Wullschlager, City Manager
SUBJECT: Assigners – City Finance

- | | | | |
|-------------------------------------|-------------------------|--------------------------|------------------|
| <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:

To improve and enhance internal controls and procedures, City staff would like to expand signatory authority to all members of Council for bank/financial transactions.

Action:

Please consider the request and if there are questions, please address city staff for clarification. If there is support for the proposal, please proceed with the following motion.

“I make a motion to approve the request for expansion of assigners and signatory authority to all current members of the La Pine City Council.

Please follow the motion with a Second.

Conclude with a roll call vote of the voting members of Council.

Motion

Seconded

Aye's _____

Nay's _____