



CITY OF LA PINE, OREGON

REGULAR CITY COUNCIL MEETING

Wednesday, September 13, 2023 5:30 p.m.

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

Available online via Zoom: <https://us02web.zoom.us/j/81429171742>

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

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

AGENDA

REGULAR COUNCIL MEETING

CALL TO ORDER

ESTABLISH A QUORUM

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS

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

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

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. Financial Summary – July 31, 2023.....3.

PRESENTATIONS:

None

PUBLIC HEARING:

None

OLD BUSINESS:

- 1. Consideration of DANCO Communities multifamily housing proposal
 - a. Update (verbal report)

NEW BUSINESS:

- 1. Central Oregon Regional Collaborative IGA Amendment
 - a. Staff report.....7.
 - b. Original IGA.....8.
 - c. IGA Amendment.....18.

OTHER MATTERS

PUBLIC COMMENTS

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

STAFF COMMENTS

MAYOR & COUNCIL COMMENTS

ADJOURNMENT

EXECUTIVE SESSION (if necessary) per ORS 192.660



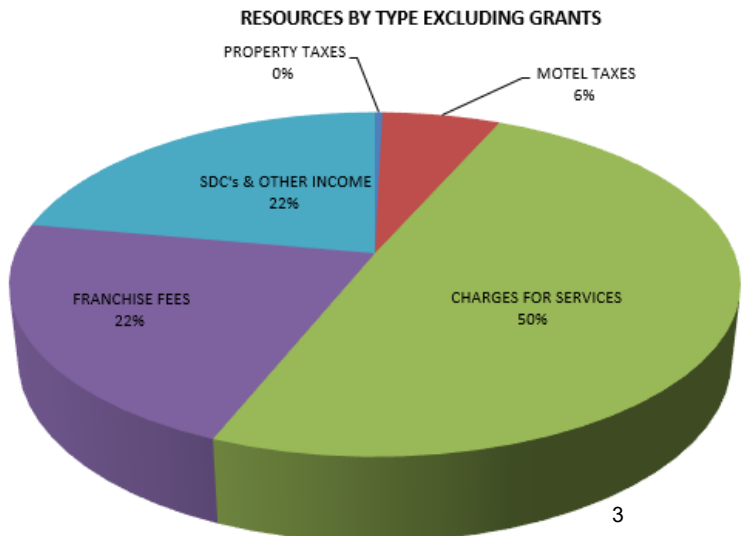
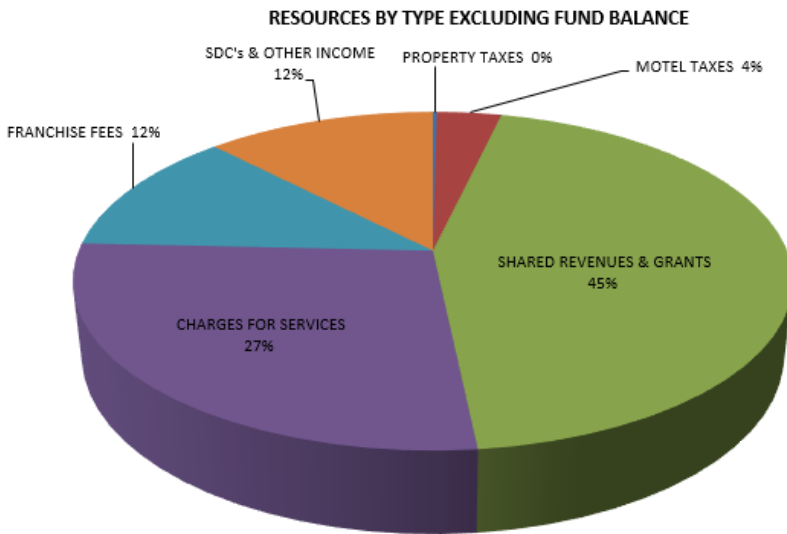
FINANCIAL SUMMARY July 31, 2023

TOTAL RESOURCES - BUDGET TO ACTUAL

	<u>AS OF JULY 31, 2023</u>			
	Year	FY 2022-23	Budget	(8% lapsed)
	To Date	Budget	Remaining	% Earned
BEGINNING FUND BALANCE	11,262,680	11,262,680	-	100.0%
PROPERTY TAXES	1,387	477,330	475,943	0.3%
MOTEL TAXES	21,901	175,000	153,099	12.5%
SHARED REVENUES & GRANTS	284,395	22,025,026	21,740,631	1.3%
CHARGES FOR SERVICES	174,305	1,798,850	1,624,545	9.7%
FRANCHISE FEES	76,431	301,300	224,869	25.4%
SDC's & OTHER INCOME	78,134	1,099,083	1,020,949	7.1%
	<u>11,899,233</u>	<u>37,139,269</u>	<u>25,240,036</u>	<u>32.0%</u>

FINANCIAL HIGHLIGHTS – RESOURCES

- All fees are within the expected range.



RESOURCES - BUDGET TO ACTUAL BY FUND

AS OF JULY 31, 2023

	Year To Date	FY 2022-23 Budget	Budget Remaining	(8% lapsed) % Earned
GENERAL FUND				
BEGINNING FUND BALANCE	2,562,172	2,562,172	-	100.0%
PROPERTY TAXES	1,387	477,330	475,943	0.3%
SHARED REVENUES & GRANTS	29,595	1,200,000	1,170,405	2.5%
MOTEL TAXES (30%)	6,570	55,000	48,430	11.9%
CHARGES FOR SERVICES	200	17,700	17,500	1.1%
FRANCHISE FEES	76,431	90,775	14,344	84.2%
MISCELLANEOUS & OTHER INCOME	22,983	115,500	92,517	19.9%
	<u>2,699,338</u>	<u>4,518,477</u>	<u>1,819,139</u>	<u>59.7%</u>
CEMETERY FUND				
BEGINNING FUND BALANCE	48,422	48,422	-	100.0%
CHARGES FOR SERVICES	450	1,200	750	37.5%
INTERFUND TRANSFERS - IN	-	20,000	20,000	
MISCELLANEOUS & OTHER INCOME	-	700		
	<u>48,872</u>	<u>70,322</u>	<u>750</u>	<u>69.5%</u>
STREETS FUND				
BEGINNING FUND BALANCE	1,456,315	1,456,315	-	100.0%
SHARED REVENUES & GRANTS	20,980	175,000	154,020	12.0%
FRANCHISE FEES	-	210,525		
MISCELLANEOUS & OTHER INCOME	-	16,000	16,000	0.0%
	<u>1,477,295</u>	<u>1,857,840</u>	<u>170,020</u>	<u>79.5%</u>
TOURISM FUND				
BEGINNING FUND BALANCE	302,150	302,150	-	100.0%
MOTEL TAXES	15,331	120,000	104,669	12.8%
MISCELLANEOUS & OTHER INCOME	-	3,600	3,600	
	<u>317,481</u>	<u>425,750</u>	<u>108,269</u>	<u>74.6%</u>
COMMUNITY DEVELOPMENT FUND				
BEGINNING FUND BALANCE	724,359	724,359	-	100.0%
CHARGES FOR SERVICES	1,050	55,000	53,950	1.9%
ADVANCED PLANNING FEES	3,458	70,000	66,542	4.9%
MISCELLANEOUS & OTHER INCOME	-	8,100	8,100	0.0%
	<u>728,867</u>	<u>857,459</u>	<u>128,592</u>	<u>85.0%</u>
INDUSTRIAL/ECONOMIC DEVELOPMENT				
BEGINNING FUND BALANCE	533,100	533,100	-	
INDUSTRIAL SITE LEASES / SALES	216	120,000	119,784	0.2%
MISCELLANEOUS & OTHER INCOME	1,200	52,200	51,000	2.3%
	<u>534,516</u>	<u>705,300</u>	<u>170,784</u>	<u>75.8%</u>
RESERVE FUND - WATER/SEWER				
BEGINNING FUND BALANCE	126,000	126,000	-	100.0%
INTERFUND TRANSFERS - IN	-	300,000	300,000	0.0%
	<u>126,000</u>	<u>426,000</u>	<u>300,000</u>	<u>29.6%</u>
DEBT RESERVE FUND				
BEGINNING FUND BALANCE	193,503	193,503	-	100.0%
	<u>193,503</u>	<u>193,503</u>	<u>-</u>	<u>100.0%</u>
SDC FUND				
BEGINNING FUND BALANCE	2,845,840	2,845,840	-	100.0%
SYSTEM DEVELOPMENT CHARGES	49,807	765,983	716,176	6.5%
INTERFUND TRANSFERS - IN	-	350,000		0.0%
	<u>2,895,647</u>	<u>3,961,823</u>	<u>716,176</u>	<u>73.1%</u>
WATER FUND				
BEGINNING FUND BALANCE	809,725	809,725	-	100.0%
GRANT REVENUE	230,363	9,347,526	9,117,163	2.5%
CHARGES FOR SERVICES	92,074	804,950	712,876	11.4%
MISCELLANEOUS & OTHER INCOME	4,145	56,500	52,356	7.3%
INTERFUND TRANSFERS - IN	-	400,000	400,000	0.0%
	<u>1,136,306</u>	<u>11,418,701</u>	<u>10,282,395</u>	<u>10.0%</u>
SEWER FUND				
BEGINNING FUND BALANCE	1,661,094	1,661,094	-	100.0%
GRANT REVENUE	-	11,302,500	11,302,500	0.0%
CHARGES FOR SERVICES	80,315	800,000	719,685	10.0%
MISCELLANEOUS & OTHER INCOME	-	10,500	10,500	0.0%
	<u>1,741,409</u>	<u>13,774,094</u>	<u>12,032,685</u>	<u>12.6%</u>



FINANCIAL SUMMARY July 31, 2023

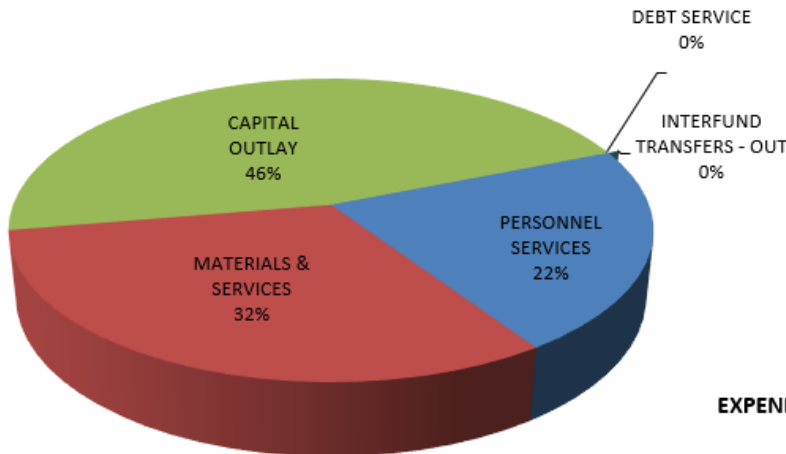
AS OF JULY 31, 2023

	Year To Date	FY 2022-23 Budget	Budget Remaining	(8% lapsed)
PERSONNEL SERVICES	92,301	1,563,327	1,471,026	5.9%
MATERIALS & SERVICES	134,259	1,750,604	1,616,345	7.7%
CAPITAL OUTLAY	197,411	22,660,026	22,312,615	0.9%
DEBT SERVICE	-	231,768	231,768	0.0%
INTERFUND TRANSFERS - OUT	-	1,070,000	1,070,000	0.0%
	423,971	27,275,725	26,701,754	1.6%

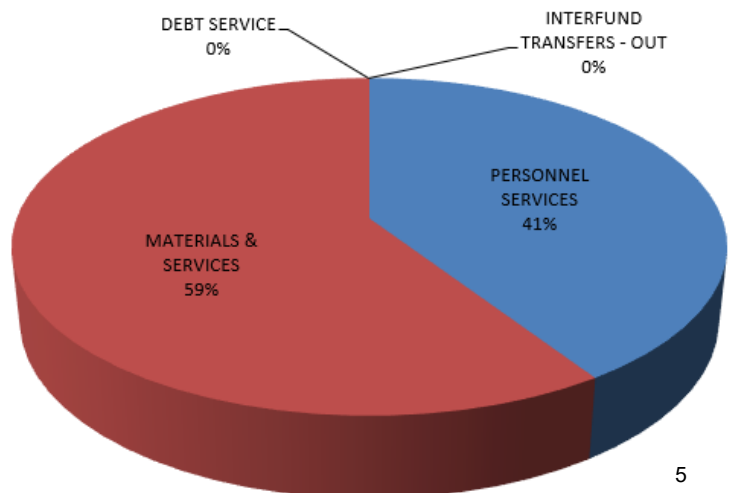
FINANCIAL HIGHLIGHTS – EXPENDITURES:

- Expenditures are in line with staff expectations, however we will be watching the Public Works Funds since they are higher than we would like this early in the year..
- Capital Outlay is our greatest expense. This is due to the ongoing work for Water and Wastewater Capital Improvement Projects.

EXPENDITURES BY CATEGORY



EXPENDITURES BY CATEGORY EXCLUDING CAPITAL OUTLAY



EXPENDITURES - BUDGET TO ACTUAL BY FUND


AS OF JULY 31, 2023

	Year To Date	FY 2022-23 Budget	Budget Remaining	(8% lapsed) % Expended
GENERAL FUND				
PERSONNEL SERVICES	11,997	220,895	208,898	5.4%
MATERIALS & SERVICES	19,499	323,500	304,001	6.0%
CAPITAL OUTLAY	-	1,075,000	1,075,000	0.0%
DEBT SERVICE	-	38,695	38,695	0.0%
INTERFUND TRANSFERS - OUT	-	420,000	420,000	0.0%
	<u>31,496</u>	<u>2,078,090</u>	<u>2,046,594</u>	<u>1.5%</u>
CEMETERY FUND				
MATERIALS & SERVICES	3,338	34,900	31,562	9.6%
CAPITAL OUTLAY	9,114	10,000	886	91.1%
	<u>12,452</u>	<u>44,900</u>	<u>32,448</u>	<u>27.7%</u>
STREETS FUND				
PERSONNEL SERVICES	9,496	152,606	143,110	6.2%
MATERIALS & SERVICES	8,496	293,235	284,739	2.9%
CAPITAL OUTLAY	9,114	230,000	220,886	4.0%
	<u>27,105</u>	<u>675,841</u>	<u>648,736</u>	<u>4.0%</u>
TOURISM FUND				
MATERIALS & SERVICES	19,070	120,700	101,630	15.8%
CAPITAL OUTLAY		75,000	75,000	0.0%
INTERFUND TRANSFERS - OUT	-	-	-	0.0%
	<u>19,070</u>	<u>195,700</u>	<u>176,630</u>	<u>9.7%</u>
COMMUNITY DEVELOPMENT FUND				
PERSONNEL SERVICES	11,992	321,270	309,279	3.7%
MATERIALS & SERVICES	4,772	101,463	96,691	4.7%
	<u>16,764</u>	<u>422,733</u>	<u>405,969</u>	<u>4.0%</u>
INDUSTRIAL AND ECONOMIC DEVELOPMENT				
MATERIALS & SERVICES	2,560	233,225	230,665	1.1%
CAPITAL OUTLAY		150,000		
	<u>2,560</u>	<u>383,225</u>	<u>230,665</u>	<u>0.7%</u>
WATER FUND				
PERSONNEL SERVICES	29,330	432,770	403,440	6.8%
MATERIALS & SERVICES	33,130	286,395	253,265	11.6%
CAPITAL OUTLAY	109,996	9,752,526	9,642,530	1.1%
DEBT SERVICE	-	193,073	193,073	0.0%
	<u>172,455</u>	<u>10,664,764</u>	<u>10,492,309</u>	<u>1.6%</u>
SEWER FUND				
PERSONNEL SERVICES	29,487	435,786	406,299	6.8%
MATERIALS & SERVICES	43,395	357,186	313,791	12.1%
CAPITAL OUTLAY	69,187	11,367,500	11,298,313	0.6%
INTERFUND TRANSFERS - OUT	-	650,000	650,000	0.0%
	<u>142,069</u>	<u>12,810,472</u>	<u>12,668,403</u>	<u>1.1%</u>



CITY OF LA PINE

STAFF REPORT

Meeting Date: September 13, 2023
TO: City Council
FROM: Geoff Wullschlager, City Manager 
SUBJECT: Central Oregon Regional Collaborative IGA Amendment

- | | | | |
|-------------------------------------|-------------------------|--------------------------|-----------------------------------|
| <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: Please see below |
-

Councilmembers:

The City entered into an IGA in 2019 with the Cities of Madras, Prineville, and Sisters, and the Counties of Crook, Deschutes, and Jefferson, and NeighborImpact for the purpose of developing a request for funding to address housing rehabilitation needs in Central Oregon. The program awards granted funds for the purpose of housing rehabilitation projects, and applications for the grant funds are made by one jurisdiction on behalf of all IGA participants.

As the original IGA named Prineville as the lead applicant, which is now being shifted to Deschutes County as they are working on a CDBG grant application for a second round of funding, an amendment has been proposed and attached for your consideration, naming Deschutes County as lead applicant.

This amendment does not adjust the functionality of the program, nor requires any further contribution of support from the City of La Pine.

Suggested Action:

Please review the attached and if supported, make a motion to approve **Amendment No. 1 of the Intergovernmental Agreement for the Central Oregon Regional Collaborative**, followed by second and a roll call vote of the Council.

**INTERGOVERNMENTAL AGREEMENT
FOR THE
CENTRAL OREGON REGIONAL COLLABORATIVE**

THIS AGREEMENT between NeighborImpact and the City of La Pine, City of Madras, City of Prineville, and City of Sisters, all municipal corporations, (hereinafter the "Cities") and Crook County, Deschutes County and Jefferson County (hereinafter the "Counties") is entered into on the date last signed below for the purpose of developing a request for funding to address housing rehabilitation needs in Central Oregon through a collaborative partnership of the Cities, Counties and NeighborImpact (hereinafter the "Central Oregon Regional Collaborative").

RECITALS:

WHEREAS, Business Oregon will finance low- and moderate-income owner-occupied, single family housing rehabilitation projects through awards granted to city or county applicants; and

WHEREAS, an application for said grant funds must be submitted within a region by one jurisdiction as lead applicant on behalf of the collaborative and the award is made to the lead applicant within the limits of use set forth in the application; and

WHEREAS, the Central Oregon Regional Collaborative must partner with a 501c (3) non-profit meeting the requirements of 105(a)(15) of the Housing and Community Development Act to carry out the housing rehabilitation program as a sub grantee on behalf of the grant applicant which will result in a grant award being made available to income eligible owner-occupied households in the form of a grant; and

WHEREAS, submission of a CDBG Housing Rehabilitation application to IFA requires documentation of need and the establishment of a partnership between a minimum of three local municipalities and a local 501c(3) non-profit corporation with certified sub-grantee status; and

WHEREAS, the Cities and the Counties are aware of and committed to addressing the serious and ongoing need for housing rehabilitation services with sustainable program action within the project designated service area; and

WHEREAS, the Cities, the Counties, and NeighborImpact desire to cooperate in order to provide for the assessment and documentation of that need, the development of the partnership, and the preparation of the application including all requisite attachments and due diligence; and

WHEREAS, NeighborImpact has achieved certification from the Business Oregon as an eligible 501c3 nonprofit subgrantee meeting the requirements of 105(a)(15) of the Housing and Community Development Act for the Regional Housing Rehabilitation CDBG program.

NOW, Therefore, in consideration of the mutual covenants and agreements hereinafter contained, Cities, Counties and NeighborImpact agree as follows:

SECTION 1. The designated service area for Central Oregon Regional Collaborative activities under this agreement shall include all of Crook, Deschutes and Jefferson counties outside of the

boundaries of the City of Bend, City of Redmond, and Confederated Tribes of Warm Springs.

SECTION 2. The City of Prineville will serve as the lead applicant for a 2019 CDBG Housing Rehabilitation Grant.

SECTION 3. The lead applicant responsibilities will include:

- Provide needed due diligence as required for the application, including (but not limited to) adopting and publishing a Fair Housing Resolution, adopting an Excessive Force Policy and all other such federal overlay requirements.
- Submission of the CDBG application to Business Oregon.
- Compliance with federal, state and program requirements.

SECTION 4. The Cities and the Counties responsibilities will include the following for the completion of the scope of work for this application and project:

- Adherence to the National Objective that 100% of the CDBG Housing Rehabilitation Program funds will serve low-moderate income households.
- Ongoing marketing of the Housing Rehabilitation Program in its community and the region.
- Referral of housing units within its jurisdiction that have been determined by the Cities and Counties to have health, safety, and/or other housing rehabilitation needs.

SECTION 5. NeighborImpact's responsibilities will include providing the following for completion of the scope of work for this application and project:

- Facilitation for the formation and ongoing development of the Central Oregon Regional Collaborative.
- Creation of a waiting list of potential applicants.
- Development and preparation of the grant application and requisite attachments, for submission by the lead applicant.
- Implementation and management of the Regional Housing Rehabilitation Revolving Loan Fund program, upon approval of the grant application by Business Oregon.
- Compliance with all federal, state and program requirements.
- Reporting of program activity to the State of Oregon, Central Oregon Regional Collaborative Members and the community.

SECTION 6. NeighborImpact shall be compensated for grant administration and program management with CDBG grant funds at a level established by Business Oregon within the CDBG contract issued to the lead applicant. The lead applicant and NeighborImpact shall enter into a subgrant agreement prior to the implementation of program activities.

SECTION 7. This IGA may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

SECTION 8. ENTIRE AGREEMENT: This Agreement signed by all parties is the final and entire agreement and supersedes all prior and contemporaneous oral or written communications between the parties, their agents, and representatives.

SECTION 9. AMENDMENTS: This Agreement may be supplemented, amended, or revised only in writing signed by all parties.

Date this 9-11 of 2019

The City of La Pine

By: Melissa Bond City Mayor

Date this _____ of 2019

The City of Madras

By: _____

Date this _____ of 2019

The City of Prineville

By: _____

Date this _____ of 2019

City of Sisters

By: _____

Date this _____ of 2019

Crook County

By: _____

Date this _____ of 2019

Deschutes County

By: _____

Date this _____ of 2019

Jefferson County

By: _____

Date this _____ of 2019

SECTION 9. AMENDMENTS: This Agreement may be supplemented, amended, or revised only in writing signed by all parties.

Date this _____ of 2019

The City of La Pine

By: _____

Date this 8/27 of 2019

The City of Madras

By: *Richard Jady*

Date this _____ of 2019

The City of Prineville

By: _____

Date this _____ of 2019

City of Sisters

By: _____

Date this _____ of 2019

Crook County

By: _____

Date this _____ of 2019

Deschutes County

By: _____

Date this _____ of 2019

Jefferson County

By: _____

Date this _____ of 2019

SECTION 9. AMENDMENTS: This Agreement may be supplemented, amended, or revised only in writing signed by all parties.

Date this _____ of 2019

The City of La Pine

By: _____

Date this _____ of 2019

The City of Madras

By: _____

Date this Sept. 11 of 2019

The City of Prineville

By: Stephen J. Lehman, Mayor

Date this _____ of 2019

City of Sisters

By: _____

Date this _____ of 2019

Crook County

By: _____

Date this _____ of 2019

Deschutes County

By: _____

Date this _____ of 2019

Jefferson County

By: _____

Date this _____ of 2019

SECTION 9. AMENDMENTS: This Agreement may be supplemented, amended, or revised only in writing signed by all parties.

Date this _____ of 2019

The City of La Pine

By: _____

Date this _____ of 2019

The City of Madras

By: _____

Date this _____ of 2019

The City of Prineville

By: _____

Date this 8/28 of 2019

City of Sisters

By:  _____

Date this _____ of 2019

Crook County

By: _____

Date this _____ of 2019

Deschutes County

By: _____

Date this _____ of 2019

Jefferson County

By: _____

Date this _____ of 2019

SECTION 9. AMENDMENTS: This Agreement may be supplemented, amended, or revised only in writing signed by all parties.

Date this _____ of 2019

The City of La Pine

By: _____

Date this _____ of 2019

The City of Madras

By: _____

Date this _____ of 2019

The City of Prineville

By: _____

Date this _____ of 2019

City of Sisters

By: _____

Date this 9-4 of 2019

Crook County

By:  _____

Date this _____ of 2019

Deschutes County

By: _____

Date this _____ of 2019

Jefferson County

By: _____

Date this _____ of 2019

SECTION 9. AMENDMENTS: This Agreement may be supplemented, amended, or revised only in writing signed by all parties.

Date this _____ of 2019

The City of La Pine

By: _____

Date this _____ of 2019

The City of Madras

By: _____

Date this _____ of 2019

The City of Prineville

By: _____

Date this _____ of 2019

City of Sisters

By: _____

Date this _____ of 2019

Crook County

By: _____

Date this 8/21 of 2019

Deschutes County

By: Philip A. [Signature] Chair

Date this _____ of 2019

Jefferson County

By: _____

Date this _____ of 2019

SECTION 9. AMENDMENTS: This Agreement may be supplemented, amended, or revised only in writing signed by all parties.

Date this _____ of 2019

The City of La Pine

By: _____

Date this _____ of 2019

The City of Madras

By: _____

Date this _____ of 2019

The City of Prineville

By: _____

Date this _____ of 2019

City of Sisters

By: _____

Date this _____ of 2019

Crook County

By: _____

Date this _____ of 2019

Deschutes County

By: _____

Date this _____ of 2019

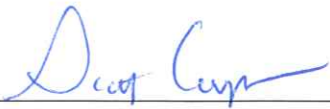
Jefferson County

By: Mae Huston _____

Date this 8-14 of 2019

NeighborImpact

By: _____



9/12/19

**Amendment No. 1 to the Intergovernmental Agreement
for the Central Oregon Regional Collaborative**

This Amendment No. 1 to the IGA for the Central Oregon Regional Collaborative (“Amendment”) is between the counties of Crook, Deschutes and Jefferson; the cities of La Pine, Madras, Prineville and Sisters; and NeighborImpact.

RECITALS

- A. The parties entered into an Agreement dated **September 12, 2019** (the “Agreement”).
- B. The parties desire to amend the Agreement effective _____, 2023.

AGREEMENT

- 1. **Amendments.** Pursuant to Section 9 of the Agreement, the Agreement is hereby amended as follows (new language in restated provisions is indicated by underlining and bold; and deleted language is indicated in brackets).

SECTION 2. **Deschutes County** [The City of Prineville] will serve as the lead applicant for a **2023** [2019] CDBG Housing Rehabilitation Grant.

- 2. **Other Provisions.** Except as expressly amended above, all other terms and conditions of the Agreement are not amended or deleted and remain unchanged and in full force and effect. The parties expressly affirm and ratify the Agreement as herein amended.
- 3. **Signatures.** This Amendment may be signed in counterparts.

The City of La Pine

By: _____

Date this _____ of 2023

The City of Madras

By: _____

Date this _____ of 2023

The City of Prineville

By: _____

Date this _____ of 2023

City of Sisters

By: _____

Date this _____ of 2023

Crook County

By: _____

Date this _____ of 2023

Deschutes County

By: _____

Date this _____ of 2023

Jefferson County

By: _____

Date this _____ of 2023

NeighborImpact

By: _____

Date this _____ of 2023