

CITY OF LA PINE, OREGON REGULAR CITY COUNCIL MEETING

Wednesday, January 10, 5:30 p.m.
La Pine City Hall: 16345 Sixth Street, La Pine, Oregon 97739

Available online via Zoom: https://us02web.zoom.us/j/87945683260

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

CALL TO ORDER
ESTABLISH A QUORUM
PLEDGE OF ALLEGIANCE
PUBLIC HEARING:

None

REGULAR COUNCIL MEETING

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.	12.13.23 Regular City Council Meeting Minutes	3
	Financials	
	a. Financial Summary	7
	b. Interest Income Report	12.
3.	Public Comments 12.13.23	

OLD BUSINESS:

None

NEW BUSINESS:

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

EXECUTIVE SESSION: per ORS 192.660 if necessary

ADJOURNMENT



CITY OF LA PINE, OREGON REGULAR CITY COUNCIL MEETING

Wednesday, December 13, 5:30 p.m.
La Pine City Hall: 16345 Sixth Street, La Pine, Oregon 97739

Available online via Zoom: https://us02web.zoom.us/j/89268931914

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.

MINUTES

CALL TO ORDER

Mayor Richer called the meeting to order at 5:30 p.m.

ESTABLISHMENT OF QUORUM

City Council

Mayor Richer

Councilor Shields

Councilor Van Damme

Councilor Ignazzitto

Councilor Morse

Student Councilor Marston

Staff

Geoff Wullschlager-City Manager

Ashley Ivans- Assistant City Manager/Financial Director

Rachel Vickers-Associate Planner

Amanda Metcalf-Administrative Assistant

Present Via Zoom

Kelly West- Public Works Director

Brent Bybee- Principal Planner

PLEDGE OF ALLEGIANCE

Mayor Richer led the pledge of allegiance.

PUBLIC HEARING:

- 1. Hearing on a supplemental budget for the City of La Pine allocating \$75,000 from Contingency to Capital Outlay in the Community Development Fund.
 - a. Open Public Hearing

Mayor Richer opened the public hearing at 5:32 p.m.

b. Staff Report

Mrs. Ivans presented the associated staff report, explaining the need to adopt the supplemental budget for the Community Development Fund to support the Comprehensive Plan Update La Pine 2045.

c. Public Comments

Mayor Richer opened the floor for Public Comments. There were no public comments.

d. Deliberation

Mayor Richer opened the floor for deliberation among the Council. There were no comments.

e. Close Public Hearing

Mayor Richer closed the public hearing at 5:34 p.m.

REGULAR COUNCIL MEETING

PUBLIC COMMENTS

There were no public comments.

ADDED AGENDA ITEMS

Mrs. Ivans added Resolution 2023-12 to the agenda: A resolution authorizing and approving a loan from DEQ for the water and wastewater expansion project.

CONSENT AGENDA

- 1. 11.08.23 Regular City Council Meeting Minutes
- 2. Financials (to be provided at a later date prior to meeting commencement)

Councilor Ignazzitto made a motion to approve the consent agenda. *Councilor Morse seconded the motion*. Motion carried unanimously.

PRESENTATIONS:

None

OLD BUSINESS:

None

NEW BUSINESS:

1. Resolution 2023- 11, A resolution adopting a supplemental budget for the City of La Pine

a. Staff Report

Mrs. Ivans presented the associated staff report for Resolution 2023-11, which solidifies the discussion from the Public Hearing.

b. Resolution

Councilor Ignazzitto made a motion to adopt Resolution 2023-11, a resolution of the City Council of the City of La Pine, Oregon, adjusting the budget for the fiscal year 2023-24 by adopting this supplemental budget and revising appropriations. *Councilor Van Damme seconded the motion*. Mayor Richer called for a Roll Call Vote:

Councilor Van Damme- Aye

Councilor Shields- Aye

Councilor Ignazzitto- Aye

Councilor Morse- Aye

Motion passed unanimously.

- 2. Comprehensive Plan and Visioning Update (No Action)
 - a. Staff Report

Mr. Bybee presented the associated staff report and gave an update for the Council regarding La Pine 2045. Mr. Bybee stated that staff are still working with legal counsel on this matter and requested it to be tabled until January.

The Council had no questions.

OTHER MATTERS

This was discussed prior to the Comprehensive Plan and Visioning Update.

Mrs. Ivans presented Resolution 2023-12. This resolution will increase the loan amount from DEQ for the Wastewater Expansion Project. This funding increase was requested to cover additional piping costs, survey work and recording. The additional funding will allow the City to move forward with using the contingency dollars to implement a change order for the replacement of the Industrial Lift Station. She stated that the resolution is a formality and will accompany the amendment that should be signed by the City Manager.

Mayor Richer read the resolution by title.

Councilor Van Damme made a motion to approve Resolution 2023-12 A Resolution authorizing and approving a loan increase from DEQ for the Wastewater Expansion Project. *Councilor Shields seconded the motion*. Mayor Richer called for a Roll Call Vote:

Councilor Morse- Aye

Councilor Ignazzitto- Aye

Councilor Shields- Aye

Councilor Van Damme- Aye

Motion passed unanimously.

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.

David Berry, 52343 Glenwood Dr.- He asked the Council if plans for Walgreens and Starbucks were cancelled and if the will City be building a pool. Mayor Richer informed Mr. Berry that the City has not received applications to build for any of these items. There was discussion that provided clarification of the visioning process the City is undergoing currently.

STAFF COMMENTS

No staff comments.

MAYOR & COUNCIL COMMENTS

No Council comments.

EXECUTIVE SESSION: per ORS 192.660(i)

Mayor Richer called for an Executive Session at 5:49 p.m. per ORS 192.660(i).

Mayor Richer closed the Executive Session per ORS 192.660(i) at 6:18 p.m.

REGULAR SESSION:

Mayor Richer reconvened the regular session at 6:18 p.m.

NEW BUSINESS:

1. Action on Executive Session per ORS 192.660(i)

Councilor Ignazzitto made a motion to approve the business as discussed in executive session for ORS 192.660(i), *Councilor Van Damme seconded the motion*. Mayor Richer called for a Roll Call Vote:

Councilor Morse- Aye

Councilor Ignazzitto- Aye

Councilor Shields- Aye

Councilor Van Damme- Aye

Motion passed unanimously.

ADJOURNMENT

Mayor Richer adjourned the meeting at 6:20 p.m.



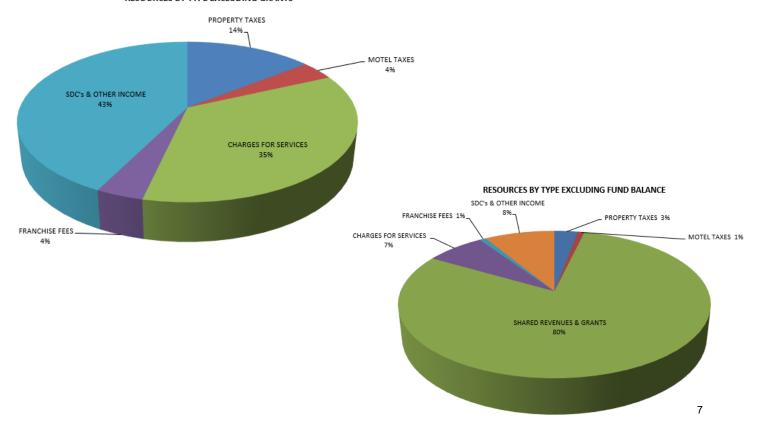
FINANCIAL SUMMARY November 30, 2023

TOTAL RESOURCES - BUDGET TO ACTUAL AS OF NOVEMBER 30, 2023				
	Year	FY 2022-23	Budget	(42% lapsed)
	To Date	Budget	Remaining	% Earned
BEGINNING FUND BALANCE	11,262,680	11,262,680	-	100.0%
PROPERTY TAXES	349,998	477,330	127,332	73.3%
MOTEL TAXES	93,585	175,000	81,415	53.5%
SHARED REVENUES & GRANTS	9,574,872	22,025,026	12,450,154	43.5%
CHARGES FOR SERVICES	864,377	1,798,850	934,473	48.1%
FRANCHISE FEES	93,891	301,300	207,409	31.2%
SDC's & OTHER INCOME	1,040,429	1,099,083	58,654	94.7%
	23,279,832	37,139,269	13,859,437	62.7%

FINANCIAL HIGHLIGHTS - RESOURCES

- Staff is pleased to report that service revenue is over budget.
- The City has collected more than expected in SDC's and Interest Income, as indicated in the SDC's & Other Income line.
- The City received a significant portion of their property taxes in November. This is typical.

RESOURCES BY TYPE EXCLUDING GRANTS



RESOURCES - BUDGET TO ACTUAL BY FUND				
AS	OF NOVEMBE	ER 30, 2023		
	Year	FY 2022-23	Budget	(42% lapsed)
GENERAL FUND	To Date	Budget	Remaining	% Earned
BEGINNING FUND BALANCE	2,562,172	2,562,172	-	100.0%
PROPERTY TAXES	349,998	477,330	127,332	73.3%
SHARED REVENUES & GRANTS	67,170	1,200,000	1,132,830	5.6%
MOTEL TAXES (30%)	28,075	55,000	26,925	51.0%
CHARGES FOR SERVICES	(21)	17,700	17,721	-0.1%
FRANCHISE FEES MISCELLANEOUS & OTHER INCOME	29,062 194,831	90,775 115,500	61,713 (79,331)	32.0% 168.7%
WIISCLELANEOUS & OTHER INCOME	3,231,287	4,518,477	1,287,190	71.5%
CEMETERY FUND	3,231,207	1,510, 177	1,207,130	71.576
BEGINNING FUND BALANCE	48,422	48,422	-	100.0%
CHARGES FOR SERVICES	2,250	1,200	(1,050)	187.5%
INTERFUND TRANSFERS - IN	-	20,000	20,000	
MISCELLANEOUS & OTHER INCOME _		700	(1.050)	72 10/
STREETS FUND	50,672	70,322	(1,050)	72.1%
BEGINNING FUND BALANCE	1,456,315	1,456,315	-	100.0%
SHARED REVENUES & GRANTS	71,124	175,000	103,876	40.6%
FRANCHISE FEES	64,830	210,525		
MISCELLANEOUS & OTHER INCOME	-	16,000	16,000	0.0%
<u>-</u>	1,592,269	1,857,840	119,876	85.7%
TOURISM FUND BEGINNING FUND BALANCE	202 150	202 150		100.0%
MOTEL TAXES	302,150 65,510	302,150 120,000	- 54,490	100.0% 54.6%
MISCELLANEOUS & OTHER INCOME	-	3,600	3,600	3,
-	367,660	425,750	58,090	86.4%
COMMUNITY DEVELOPMENT FUND				
BEGINNING FUND BALANCE	724,359	724,359	-	100.0%
CHARGES FOR SERVICES	28,895	55,000	26,105	52.5%
ADVANCED PLANNING FEES	9,938	70,000	60,062	14.2%
MISCELLANEOUS & OTHER INCOME _	763.191	8,100 857,459	8,100 94.268	0.0% 89.0%
INDUSTRIAL/ECONOMIC DEVELOPMEN	, -	037,433	34,200	65.070
BEGINNING FUND BALANCE	533,100	533,100	-	
INDUSTRIAL SITE LEASES / SALES	2,615	120,000	117,385	2.2%
MISCELLANEOUS & OTHER INCOME	2,701	52,200	49,499	5.2%
-	538,416	705,300	166,884	76.3%
RESERVE FUND - WATER/SEWER	126,000	126 000		100.00/
BEGINNING FUND BALANCE INTERFUND TRANSFERS - IN	126,000	126,000 300,000	300,000	100.0% 0.0%
INTERIORE HARSIERS IN	126,000	426,000	300,000	29.6%
DEBT RESERVE FUND	•	,	,	
BEGINNING FUND BALANCE	193,503	193,503	-	100.0%
=	193,503	193,503	-	100.0%
SDC FUND	2 245 242	2 2 4 5 2 4 2		400.004
BEGINNING FUND BALANCE SYSTEM DEVELOPMENT CHARGES	2,845,840 829,706	2,845,840 765,983	- (63,723)	100.0% 108.3%
INTERFUND TRANSFERS - IN	-	350,000	(03,723)	0.0%
	3,675,546	3,961,823	(63,723)	92.8%
WATER FUND				
BEGINNING FUND BALANCE	809,725	809,725	-	100.0%
GRANT REVENUE	3,908,208	9,347,526	5,439,318	41.8%
CHARGES FOR SERVICES MISCELLANEOUS & OTHER INCOME	436,230 12,716	804,950 56,500	368,720 43,784	54.2% 22.5%
INTERFUND TRANSFERS - IN	-	400,000	400,000	0.0%
	5,166,879	11,418,701	6,251,822	45.2%
SEWER FUND =	. ,		. ,-	
BEGINNING FUND BALANCE	1,661,094	1,661,094	-	100.0%
GRANT REVENUE	5,518,431	11,302,500	5,784,069	48.8%
CHARGES FOR SERVICES	394,409	800,000	405,591	49.3%
MISCELLANEOUS & OTHER INCOME _	475	10,500	10,025	4.5%
<u> </u>	7,574,409	13,774,094	6,199,685	55.0%

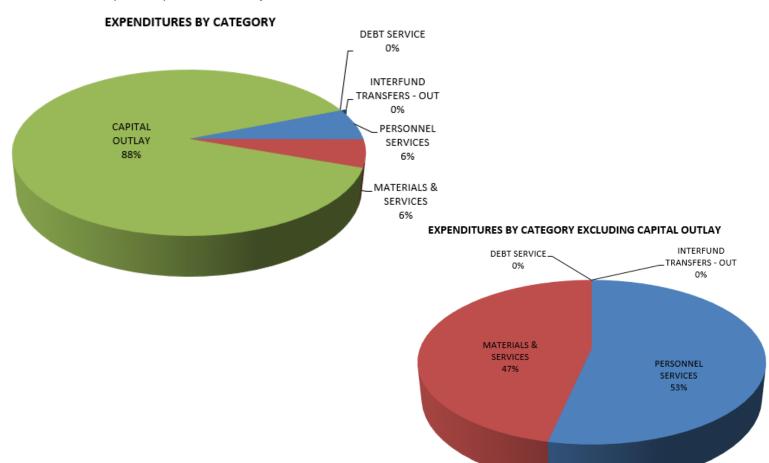


FINANCIAL SUMMARY November 30, 2023

TOTAL EXPENDITURES - BUDGET TO ACTUAL AS OF NOVEMBER 30, 2023					
Year FY 2022-23 Budget (42% lapsed)					
To Date Budget Remaining					
PERSONNEL SERVICES	477,546	1,563,327	1,085,781	30.5%	
MATERIALS & SERVICES	416,287	1,750,604	1,334,317	23.8%	
CAPITAL OUTLAY	6,786,505	22,660,026	15,723,521	29.9%	
DEBT SERVICE	-	231,768	231,768	0.0%	
INTERFUND TRANSFERS - OUT	-	1,070,000	1,070,000	0.0%	
	7,680,339	27,275,725	19,445,387	28.2%	

FINANCIAL HIGHLIGHTS – EXPENDITURES:

- Expenditures are in line with staff expectations. The Public Works funds seem to be balancing out as we enter into the slower months of the year.
- Capital Outlay is our greatest expense. This is due to the ongoing work for Water and Wastewater Capital Improvement Projects.



EXPENDITURES - BUDGET TO ACTUAL BY FUND					
AS OF NOVEMBER 30, 2023 Year FY 2022-23 Budget (42% lapsed)					
	To Date	Budget	Remaining	% Expended	
GENERAL FUND	10 Date	Dauget	Kemaning	70 Ехрепаса	
PERSONNEL SERVICES	61,407	220,895	159,488	27.8%	
MATERIALS & SERVICES	65,210	323,500	258,290	20.2%	
CAPITAL OUTLAY	31,253	1,075,000	1,043,747	2.9%	
DEBT SERVICE	-	38,695	38,695	0.0%	
INTERFUND TRANSFERS - OUT	_	420,000	420,000	0.0%	
	157,869	2,078,090	1,920,221	7.6%	
CEMETERY FUND	·	<u> </u>			
MATERIALS & SERVICES	4,363	34,900	30,537	12.5%	
CAPITAL OUTLAY	9,123	10,000	877	91.2%	
	13,487	44,900	31,414	30.0%	
STREETS FUND		· · · · · · · · · · · · · · · · · · ·	· · · · · · · · · · · · · · · · · · ·		
PERSONNEL SERVICES	47,404	152,606	105,202	31.1%	
MATERIALS & SERVICES	44,386	293,235	248,849	15.1%	
CAPITAL OUTLAY	9,123	230,000	220,877	4.0%	
	100,913	675,841	574,928	14.9%	
TOURISM FUND	·	•	<u> </u>		
MATERIALS & SERVICES	41,789	120,700	78,911	34.6%	
CAPITAL OUTLAY	,	75,000	75,000	0.0%	
INTERFUND TRANSFERS - OUT	_	-	-	0.0%	
	41,789	195,700	153,911	21.4%	
COMMUNITY DEVELOPMENT FUN		·	<u> </u>		
PERSONNEL SERVICES	80,278	321,270	240,992	25.0%	
MATERIALS & SERVICES	22,349	101,463	79,114	22.0%	
	102,627	422,733	320,106	24.3%	
INDUSTRIAL AND ECONOMIC DEV	ELOPMENT	<u> </u>			
MATERIALS & SERVICES	21,978	233,225	211,247	9.4%	
CAPITAL OUTLAY	•	150,000	,		
	21,978	383,225	211,247	5.7%	
WATER FUND					
PERSONNEL SERVICES	143,780	432,770	288,990	33.2%	
MATERIALS & SERVICES	79,834	286,395	206,561	27.9%	
CAPITAL OUTLAY	3,922,441	9,752,526	5,830,085	40.2%	
DEBT SERVICE	-	193,073	193,073	0.0%	
	4,146,055	10,664,764	6,518,709	38.9%	
SEWER FUND					
PERSONNEL SERVICES	144,677	435,786	291,109	33.2%	
MATERIALS & SERVICES	136,377	357,186	220,809	38.2%	
CAPITAL OUTLAY	2,814,566	11,367,500	8,552,934	24.8%	
INTERFUND TRANSFERS - OUT	- -	650,000	650,000	0.0%	
	3,095,620	12,810,472	9,714,852	24.2%	

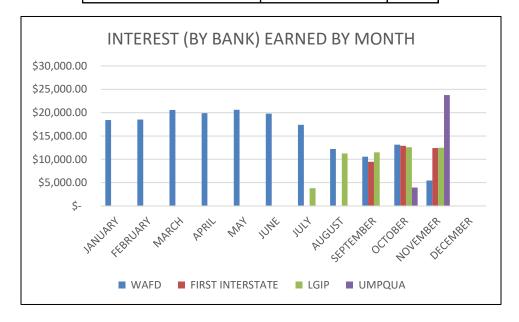
City Interest Income Revenue Report

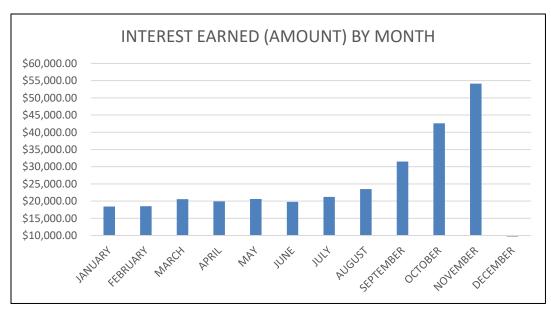


January 2023 - November 2023

City Bank Balances - 11/30/2023

Bank	11/30/2023	Rate
LGIP	\$ 3,039,147.75	5.00%
FIB	\$ 3,022,380.34	5.00%
WAFD	\$ 3,527,570.13	3.03%
WAFD Checking	\$ 2,035,876.96	
Umpqua Bank	\$ 5,503,955.48	5.25%
Xpress & Debt Reserve	\$ 199,661.43	0.00%
	\$ 17,328,592.09	





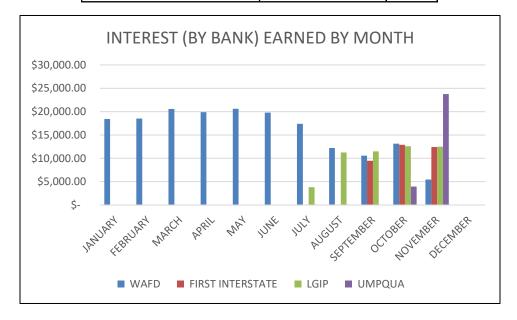
City Interest Income Revenue Report

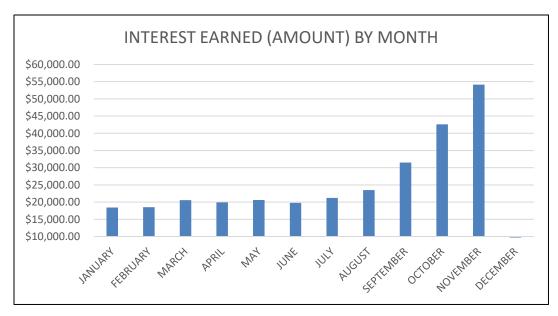


January 2023 - November 2023

City Bank Balances - 11/30/2023

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Umpqua Bank	\$ 5,503,955.48	5.25%
Xpress & Debt Reserve	\$ 199,661.43	0.00%
	\$ 17,328,592.09	







PUBLIC COMMENT FORM

Completed forms will be collected prior to the start of the meeting. Comments will be limited to 3 minutes and restricted to the topics indicated below. All remarks and questions must be addressed to the presiding officer, only. Comments will be respectful. Harsh and/or abusive language will not be permitted. (This document is a public record)

I would like to comment on:			
☐ Agenda Item Topic #:	in support of	in opposition to	as an interested party
Topic Title: KEEPING	OPTIONS	SPEN	140 000
/			
Non-Agenda Item Topic (Provide brie	ef description):		
KEEPING OPTIONS	OPEN		
Name: PAKID BERRY			
City of La Pine Resident: YES _	NO	Phone:	9(6 -225-5131
Organization (if applicable):			



CITY OF LA PINE

STAFF REPORT

MEETING DATE:		:	January 10, 2024			
TO: City Counc		City Council				
FROM: Brent Bybee, Pr		Brent Bybee, Principal F	Planner			
SUBJECT:			3J Contract for Services			
	[]	Resolut	ion	[]	Ordinance	
	[]	No Acti	on – Report Only	[]	Public Hearing	
	[X]	Formal	Motion	[]	Other/Direction: Please see below	

Councilmembers:

The Community Development Department is nearing the end of the RFP process for the La Pine 2045 Comprehensive Plan Update. Staff to date has evaluated multiple proposals from prospective consulting firms, with 3J Consulting as the chosen firm.

Staff continued to coordinate with 3J Consulting over the last month, and have come to an agreement on the contract for services and their proposal for the comprehensive plan update. These are included in additional materials provided with the packet.

Of note, the Department of Land Use and Development (DLCD) issued the city an award letter for the Technical Assistance Grant on December 20, 2023. The award will help to fund the cost of services being provided by 3J Consulting, in the amount off \$50,000. DLCD had many applicants to choose from for the grant program this biennium, and the process was very competitive. La Pine is lucky to have such great support from DLCD on these efforts.

Action:

Staff recommends a motion to "approve the contract for services and its attachments therein, and direct the City Manager to sign the contract on behalf of the City of La Pine." Please follow this with a second and a roll call vote of the Council.

This motion will provide 3J Consulting with an approved contract for services, and will initiate the La Pine 2045 Comprehensive Plan Update.

CITY OF LA PINE

PERSONAL SERVICES AGREEMENT FOR COMPREHENSIVE PLAN UPDATE SERVICES

BASED UPON the proposals submitted in response to the Request for Proposals Comprehensive Plan Update 2045 (RFP) issued by the City of La Pine (City), City and 3J Consulting, Inc., an Oregon domestic business corporation (Consultant), hereby enter into an agreement for the provision of personal services in accordance with the RFP and Consultant's Proposal.

All terms of the following exhibits are hereby incorporated by reference into this Agreement, and Consultant agrees to comply with each:

- (1) Exhibit A Request for Proposals
- (2) Exhibit B Consultant's Proposal
- (3) Exhibit C ORS 279B requirements for Personal Service Contracts

In the event of any conflict, the terms of this Agreement shall control, followed by Exhibits A, C, then B, in that order.

- 1. <u>Term.</u> The term of this Agreement shall extend for two (2) years from the last date of the signatures below, unless extended for up to one (1) additional six (6)-month term in writing by City.
- 2. <u>Scope of Work</u>. Consultant agrees to perform during the term of this Agreement, the following services:
 - 2.1 Generally, Consultant shall provide all materials and services associated with providing Comprehensive Plan Update Services to City (Services).
 - 2.2 Specifically, Consultant shall perform the Services set forth in City's RFP and Consultant's proposal dated November 1, 2023, incorporated herein as Exhibits A and B, respectively.
 - 2.3 Consultant shall not perform and City shall not pay for Consultant's services which are outside the work described in this Section 2, unless City provides prior written consent for such work. Consultant's services which are outside of the Scope of Work and approved by City shall be charged as provided in Exhibit B, page 28.
- 3. <u>Compensation</u>.
 - 3.1 <u>Compensation</u>. For the Services described and performed by Consultant, the City agrees to pay, and the Consultant agrees to accept, compensation in the maximum not to exceed amount of \$119,856.00.
 - 3.2 <u>Invoices</u>. Invoices for Consultant's Services shall be based upon Consultant's fees and hourly rates as set forth in Exhibit B, up to the maximum amounts, above. These amounts shall be billed to City in summary form, detailing the previous month's fees and costs and the percentage of the project completed to date, on or about the 1st day of each month for all Services performed through the last day of the prior month.

Backup invoices, supporting documentation, and records evidencing the progress made on the project to date shall be provided by Consultant at City's request.

3.3 Payments.

- (A) City will review Consultant's invoice and within ten (10) days of receipt notify Consultant in writing if there is a disagreement or dispute with the invoice. If there are no such disputes, City shall pay the invoice amount in full within thirty (30) days of invoice date.
- (B) If City fails to make any payment due Consultant for Services and expenses within thirty (30) days of the date on Consultant's invoice therefore, late fees will be added to amounts due Consultant at the rate of 1.0 percent (1%) per month from original invoice date. In addition, Consultant may, after giving seven (7) days' written notice to City, suspend Services under this Agreement until Consultant has been paid in full all amounts due for Services, expenses, and charges, except any invoices in dispute. Invoices in dispute are not subject to such late fees until such time as they are no longer in dispute.
- (C) City shall reimburse Consultant for pre-approved expenses reasonably incurred by Consultant in furtherance of its duties under this Agreement. Such expenses may include mileage, meals, or hotel accommodations. City shall not reimburse for any expense, unless Consultant first obtains City's prior written authorization before incurring such expense. Consultant will provide appropriate documentation and receipts of such expenditures when submitting them for reimbursement.
- 4. <u>Covenants</u>. Consultant agrees to faithfully and diligently perform the duties required by this Agreement and will not engage in any activity that is or may be contrary to the welfare, interest, or benefit of City.
- 5. <u>City Responsibilities</u>. In addition to City's payment obligations, as set forth in Section 3.3 above, City shall report the total amount of all payments to Consultant, including any expenses, in accordance with federal Internal Revenue Services and State of Oregon Department of Revenue Regulations.

6. Termination.

6.1 <u>Termination for Convenience</u>. This Agreement may be terminated by either party upon thirty (30) days' written notice to the other or at any time upon mutual written consent of the parties. If terminated for default, the notice of termination shall set forth the manner in which the other is in default. The Consultant shall be paid the agreement price only for Services performed in accordance with the manner of performance as set forth in this Agreement.

Upon termination under this Section, unless terminated for breach, Consultant shall be entitled to payment in accordance with the terms of this Agreement for work completed and accepted before termination less previous amounts paid and any claim(s) City has against Consultant. Pursuant to this Section, Consultant shall submit an itemized invoice for all unreimbursed work completed before termination and all Agreement closeout costs actually incurred by Consultant. City shall not be liable for any costs invoiced later than thirty (30) days after termination unless Consultant can show good cause beyond its control for the delay.

- 7. <u>Disengagement Agreement</u>. Upon receiving a notice of termination, and except as otherwise directed in writing by City, Consultant will continue to perform Services to the date agreed upon as the termination date.
- 8. <u>Standard of Care</u>. The standard of care applicable to Consultant's service will be the degree of skill and diligence normally employed by professionals performing the same or similar services at the time such services are performed within Deschutes County, Oregon. Consultant will re-perform any Services not meeting this standard without additional compensation, and shall perform such additional work as may be necessary to correct errors in the Services required under this Agreement without undue delay and without additional costs.
- 9. <u>Remedies</u>. In the event of breach of this Agreement, the parties shall have the following remedies:
 - 9.1 If terminated by City due to a breach by Consultant, City may complete the work either itself, by agreement with another Consultant, or by a combination thereof. If the cost of completing the work exceeds the compensation to Consultant as provided under this Agreement, then Consultant shall pay to City the amount of the reasonable excess as determined by the Court.
 - 9.2 In addition to the above remedies for a breach by Consultant, City also shall be entitled to any other equitable and legal remedies that are available.
 - 9.3 If City breaches this Agreement, Consultant's remedy shall be limited to termination of the Agreement and receipt of Agreement payments to which Consultant is entitled.
- 10. <u>Confidentiality</u>. Consultant shall maintain the confidentiality, both external and internal, of any confidential information to which it is exposed by reason of this Agreement. Consultant warrants that its employees assigned to this Agreement shall maintain necessary confidentiality. Consultant shall require similar agreements from any Consultant subcontractors to maintain the confidentiality of City information.
- 11. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

City: Brent Bybee, Principal Planner

City of La Pine

Community Development Department

16345 Sixth Street P.O. Box 2460 La Pine, OR 97739 Phone: (541) 536-1432

Email: bbybee@lapineoregon.gov

Consultant: John Howorth, President

3J Consulting, Inc.

9600 SW Nimbus Avenue, Suite 100 Beaverton, OR 97008 Phone: (503) 946-9365 x201

Email: john.howorth@3j-consulting.com

- 12. <u>Insurance</u>. Consultant shall maintain the following limits of insurance with a carrier(s) rated A- or better by A.M. Best:
 - **General Liability:** \$1,000,000 Per Occurrence/\$2,000,000 Aggregate Limit.
 - Worker's Compensation: \$1,000,000 Each Accident/\$1,000,000 Each Disease, each employee/\$1,000,000 Each Disease, Policy Limit.
 - Automobile Liability: \$1,000,000 Each Accident Combined Single Limits.
 - **Professional Liability:** \$2,000,000 Each Claim/\$4,000,000 Aggregate Limit.
 - Umbrella: \$2,000,000 Each Occurrence/\$2,000,000 Aggregate Limit.

Consultant shall: (a) provide City with a copy of a current Certificate of Insurance with the coverages listed above; (b) include City as an additional insured for General Commercial Liability (subject to the terms and conditions of the applicable Consultant insurance policy); and (c) provide City with 30-day notice prior to cancellation.

- 13. Access to Records. The Consultant shall maintain, and the City and its duly authorized representatives shall have access to the books, documents, papers, and records of the Consultant which are directly pertinent to this specific contract for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment. Copies of applicable records shall be made available upon request. Payment for cost of copies is reimbursable by the City.
- 14. <u>Indemnity</u>. To the extent permitted by law, Consultant shall indemnify City from and against all claims, demands, damages, costs, actions and causes of actions, liabilities, fines, penalties, judgments, expenses and attorney fees, resulting from the injury or death of any person or the damage to or destruction of property, or the infringement of any patent, copyright, trademark or trade secret, arising out of the work performed or goods provided under this Agreement or Consultant's violation of any law, ordinance or regulation, contract provision or term, or condition of regulatory authorization or permit, except for damages resulting from the sole negligence of City or any third parties.
- 15. <u>Force Majeure</u>. Consultant shall not be deemed in default hereof nor liable for damages arising from its failure to perform its duties or obligations hereunder if such failure is due to causes beyond its reasonable control, including, but not limited to, acts of God, acts of civil or military authorities, fires, floods, windstorms, earthquakes, strikes or other labor disturbances, civil commotion or war.
- 16. Independent Contractor. Consultant is an independent contractor for all purposes and is not entitled to any compensation other than the compensation provided for under this Agreement. While City reserves the right to set various schedules and evaluate the quality of Consultant's completed work, City cannot and will not control the means and manner of Consultant's performance. Consultant is responsible for determining the appropriate means and manner of performing the work provided for under this Agreement. Consultant is responsible for all federal and state taxes applicable to compensation and payment paid to Consultant under this Agreement and will not have any amounts withheld by City to cover Consultant's tax obligations. Consultant is not

- eligible for any City fringe benefit plans. It is recognized that Consultant may or will be performing work during the term for other parties and that City is not the exclusive user of the services that Consultant provides.
- 17. <u>Federal Funds</u>. If payment under this Agreement is to be charged against federal funds, Consultant is not currently employed by the federal government and the amount charged does not exceed Consultant's normal charge for the type of service provided.
- 18. <u>No Benefits</u>. Consultant will not be eligible for any federal Social Security, state Worker's Compensation, unemployment insurance or Public Employees Retirement System benefits from payments made pursuant to this Agreement, except as a self-employed individual.
- 19. <u>PERS</u>. Consultant is not a member of the Oregon Public Employees Retirement System and is not employed for a total of 600 hours or more in the calendar year by any public employer participating in the Retirement System.
- 20. <u>Assignment</u>. Consultant shall not assign or subcontract any of its obligations under this Agreement without City's prior written consent, which may be granted or withheld in City's sole discretion. Any subcontract made by Consultant shall incorporate by reference all the terms of this Agreement. City's consent to any assignment or subcontract shall not release Consultant from liability under this Agreement or from any obligation to be performed under this Agreement, whether occurring before or after such consent, assignment, or subcontract, and City shall incur no obligation other than its obligations under this Agreement. The Consultant agrees that if subcontractors are employed in the performance of this Agreement, the Consultant and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.
- 21. <u>Public Contracting Requirements</u>. Consultant shall comply with all federal, state and local laws and ordinances applicable to the work under this Agreement, including, without limitation, applicable provisions of the Oregon Public Contracting Code including ORS 279B.020, 279B.220, 279B.230, and 279B.235, as more particularly set forth in Exhibit C.
- 22. <u>Governing Law</u>. This Agreement is to be governed by and under the laws of the State of Oregon.
- 23. <u>Consent to Jurisdiction</u>. The parties hereby consent to jurisdiction of the Deschutes County Circuit Court, Deschutes County, Oregon, over all legal matters pertaining to this Agreement, including, but not limited to, its enforcement, interpretation or rescission.
- 24. Arbitration. If any disputes, disagreements, or controversies arise between the parties pertaining to the interpretation, validity, rescission, or enforcement of this Agreement, the parties shall, upon the request of City, submit such dispute to binding arbitration under the Oregon Uniform Arbitration Act, ORS 36.600 *et seq.* Arbitration shall be requested by delivering to the other party a written request for arbitration. Within five (5) days of receipt of such request, the parties shall select a mutually agreeable arbitrator and designate mutually agreeable rules of arbitration. If the parties cannot agree upon an arbitrator within five (5) days, an arbitrator may be appointed by the presiding judge of the Deschutes County Circuit Court, upon the request of either party submitted in accordance with ORS 36.645. If the parties have not designated mutually agreeable

- rules of arbitration at such time as the arbitrator is appointed, the arbitrator shall adopt rules for the arbitration. The arbitrator's decision shall be binding upon the parties.
- 25. <u>Continuation During Disputes</u>. Notwithstanding any dispute under this Agreement, whether before or during arbitration, the Consultant shall continue to perform its work pending resolution of a dispute and City shall make payments as required by the Agreement for undisputed portions of work.
- 26. <u>Attorney Fees</u>. If suit, action or arbitration is brought either directly or indirectly to rescind, reform, interpret or enforce the terms of this Agreement, the prevailing party shall recover and the losing party hereby agrees to pay reasonable attorney's fees awarded by the Court in such proceeding, in both the trial and appellate courts, as well as the costs and disbursements.
- 27. <u>Severability</u>. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect and shall in no way be impaired or invalidated.
- 28. <u>Facsimile Signatures</u>. The delivery of signatures to this Agreement by facsimile or other electronic transmission shall be binding as original signatures.
- 29. <u>Entire Agreement</u>. This Agreement shall be the exclusive agreement between the parties for the Comprehensive Plan Update Services. No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of both parties, except as otherwise authorized herein.
- 30. <u>Signatures</u>. This Agreement is not effective unless and until it is approved, signed and dated by an authorized representative of each party.

CITY:	CONSULTANT
	M
City of La Pine	3J Consulting, Inc.
By:	By: John Howorth
Title:	Title: President
Date:	Date: January 3, 2024

EXHIBIT A

REQUEST FOR PROPOSALS

Request for Proposals

Comprehensive Plan Update 2045



Closing Date & Time: November 1, 2023 (4:00 pm local time)

Tentative Schedule of Events

Legal advertisement RFP posted on website Clarification inquiries Proposals due Council award (tentative) October 1&2, 2023 September 28, 2023 October 25, 2023

November 1, 2023 (4:00 pm local time)

November 8, 2023

City of La Pine 16345 Sixth Street / PO Box 2460 La Pine, OR 97739 www.lapineoregon.gov

CITY OF LA PINE NOTICE AND REQUEST FOR PROPOSALS FOR:

COMPREHENSIVE PLAN UPDATE 2045 Proposals due 4:00 p.m. NOVEMBER 1, 2023

The City of La Pine is soliciting proposals from qualified consulting firms to lead a major update of the current City of La Pine Comprehensive Plan as detailed within the City's Request for Proposal (RFP). Interested firms can obtain a copy of the RFP and any addenda by visiting www.lapineoregon.gov, and clicking on the Business & Development Tab, then on the "Bids & RFPs" link.

Sealed RFPs must be received by Brent Bybee, Principal Planner, at 16345 Sixth Street on or before 4:00 p.m. (local time) on November 1, 2023. Envelopes should be clearly marked "Comprehensive Plan Update 2045 RFP". Please provide one (1) digital copy (no email submittals), one (1) original hard copy, and five (5) hard copies of the Proposal. The original should be marked "Original" and must bear an original ink signature by an individual authorized to represent the Proposer. Late submissions will not be accepted.

The City of La Pine reserves the right to reject proposals not in compliance with the prescribed procedures and requirements set forth in the RFP and may reject for good cause any or all response upon a finding of the City that it is in the public interest to do so.

All requests for clarification must be submitted in writing no later than October 25, 2023, to Brent Bybee at:

Email: bbybee@lapineoregon.gov (preferred method)

Mail: City of La Pine

Community Development Department

Attn: Brent Bybee PO Box 2460 La Pine, OR 97739

PUBLISH: Bend Bulletin Sunday, October 1, 2023

Daily Journal of Commerce Monday, October 2, 2023

www.lapineoregon.gov Wednesday, September 28, 2023

Comprehensive Plan Update 2040 RFP

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Attachment A - Project Charter

Attachment B - La Pine 2045 Update Conceptual Timeline

Comprehensive Plan Update 2045 RFP

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INFORMATION AND INSTRUCTIONS TO APPLICANTS:

REQUEST FOR PROPOSALS FOR COMPREHENSIVE PLAN UPDATE 2045

The City of La Pine (hereinafter "City") is seeking proposals from qualified Land Use Consultant (hereinafter "Consultant") to provide a major update to the **COMPREHENSIVE PLAN**. The City intends to select only one Consultant to provide services.

SECTION 1. BACKGROUND

A. General Information About the City

La Pine is Oregon's newest city incorporated in late-2006. The City is located in Deschutes County, Oregon, south of Bend and Sunriver. La Pine is a rural community nestled along the Little Deschutes River, surrounded by the Deschutes National Forest, Newberry National Volcanic Monument, and countless Cascade Lakes. The City operates under the Council/Manager form of government. The City Council consists of the mayor and four council members elected at large. The City Manager is appointed by the City Council to serve as the administrative head of the government. Municipal services are provided by City employees and headed by the City Manager.

The City of La Pine has approximately 10 employees and an annual budget of about \$16 million. The professional staff is recognized for being innovative, collaborative and customer oriented.

SECTION 2. GENERAL REQUEST FOR PROPOSAL INFORMATION

A. Introduction (See Attachment A - Project Charter)

The City of La Pine is seeking a professional land use planning consultant to lead a major update of the current Comprehensive Plan (Plan) with a focus on public involvement and participation. The update will address a 20+ year planning horizon in a manner that is thorough, well informed by staff and stakeholders, and approved or adopted by all reviewing bodies.

The update process should be designed to be open, transparent, and inclusive to consistently and creatively seek input and involve all possible community stakeholders in every step of the planning process. The Plan will provide direction to City officials, staff, residents and the development community to implement the community's vision.

B. Comprehensive Plan and Vision

La Pine's planning challenge is to reinforce and strengthen the livability of our community in the face of rapid regional growth. An updated Plan and land use policy document with detailed planning objectives is necessary to guide development for the next twenty-plus years. The current Plan has reached the end of its useful life and is outdated in content since being adopted in 2010.

Comprehensive Plan Update 2045 RFP

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Over the years since, the Plan has been updated once in 2018, with minor amendments. Although many of the recommendations of the current Plan still hold value, the fundamental data, trends, and land use categories used to establish the recommendations are outdated and stale. Additionally, the updated Plan needs to reflect new policies and views regarding housing, recreation, livability, economy, sustainability, housing affordability and historic preservation. An updated and modified community vision should carefully discuss and balance these values.

C. General Background/Backdrop

- According to the Portland State Population Research Center, La Pine experienced 52% growth from 2010 to 2022, ranking 7th in the state for growth.
- La Pines's current population is approximately 2,838 residents, as of July 1st, 2022.
- Portland State conservatively forecasts the population to increase in La Pine by 87% in the next 25 years.
- With housing and land costs in the city remaining below average for the Central Oregon region, individuals who cannot afford housing in some of the larger cities in the region are choosing to live in La Pine
- The Newberry Neighborhood master plan area contains approximately 370 acres of undivided residentially zoned land that could be developed at any point in time.
- Visitation and tourism continue to emerge and become an important component to the local economy.
- The lands surrounding La Pine are a recreational destination for many different outdoor activities.

D. Project Scope and Objectives

- Adopt an updated Plan that addresses community needs and values over a 20+ year planning horizon.
- Plan reflects local desires informed by a well-thought out and updated vision that is tailored for La Pine.
- Plan responds to needs and conditions that currently exists.
- Plan and associated research are informed by existing plans, accurate data and metrics.
- Plan incorporates current opportunities and challenges to strengthen the livability of the community in the face of rapid population growth and progress.
- Robust public involvement and participation that represents a community driven planning process that is open, transparent and inclusive.
- Consistently and creatively seek input and involve all possible community stakeholders in every step of the planning process.
- Plan and process aligns with applicable adopted plans, policies, plans, priorities, and regulations.
- · Plan meets all applicable local and state regulations and policies.

E. Work Plan (See Attachment B - 2045 Update Conceptual Timeline)

It is anticipated that the consultant would generally perform the following tasks needed to result in an updated Plan:

- Engage in a citywide conversation about La Pine's exciting future. Work primarily with Steering
 Committee, Technical Advisory Committee and Planning Commission to establish a communication
 and information strategy so there is appropriate elected official/volunteer/community/business
 involvement throughout the planning process for the Plan update and visioning.
- Develop and maintain a communitywide survey, an interactive project website and appropriate social media.
- · Facilitate a creative public outreach and participatory process to gather community input:
 - Facilitate and conduct public meetings, open houses and hearings with frequency, timing, and at locations to generate the best results. For example, exploring opportunities to reach out to residents during non-traditional hours and days of the week.
 - Facilitate community visioning forums that focus on understanding what the community wants to look like in 20-years or more.
 - Use of technology to facilitate meetings and the visioning process (use of VR, presentations when applicable to demonstrate the impacts).
 - Develop dialog about housing affordability and having housing choices for all income levels.
 - Engage the community on a variety of issues, for example: adaptive review of the downtown overlay, analysis and review of land inundated by floodplains and wetlands to potentially be rezoned to Parks and Open Space, an analysis of economic incentives that can be incorporated into the comprehensive plan, review of the Newberry Neighborhood Overlay and potential amendments to the master plan, attractive community gateways, quality of neighborhoods, design principles, and an analysis of the LIHTC program as it applies to the city.
 - A public involvement and participation process that assists the staff and culminates in the adoption of an updated Comprehensive Plan and vision tailored to the year 2045 planning.
- Formulate and recommend objectives and strategies based on the results of the participatory process. Develop an implementation timeline.

F. Deliverables

As part of this project, the successful consultant shall be responsible for the submittal and execution of the following:

- Progress Reports and Research: The consultant shall be responsible for submitting monthly
 progress reports and research information relative to the project. Consultant shall provide research
 suitable to enable completion of the project. As mentioned, posting incremental public input results on
 the project website is strongly desired to see where input is shaping the Plan.
- Meetings: The consultant will be responsible for meeting (in person or tele-conference) with City staff
 and Technical Advisory Committee on a regular basis. The number and frequency of the meetings will
 be determined in consultation with both staff and the consultant before the project starts. The purpose
 of the meetings will be to establish objectives, discuss alternatives, provide direction, and review
 progress.
- Final Work Product: A public involvement and participation process that assists the staff and culminates in the adoption of an updated Comprehensive Plan and vision tailored to the year 2045 planning horizon.

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City Point of Contact and Requests for Clarification

Questions, inquiries, or comments regarding this Request for Proposal (RFP), must be submitted in writing no later than end of day on Wednesday, October 25, 2023 and shall be directed to:

Email: bbybee@lapineoregon.gov (preferred method)

Mail: City of La Pine

Community Development Department

Attn: Brent Bybee PO Box 2460 La Pine, OR 97739

Any questions or comments directed by a Proposer to persons outside of the individual listed above are inappropriate and such activity may result in that proposal being deemed non-responsive.

Note: Additional information, the current Comprehensive Plan, and maps are accessible on the City website at: http://www.lapineoregon.gov/cd/custom-contact-page/community-development-contact-information.

G. Responding to the RFP

Proposals should be submitted in a sealed envelope, or other sealed container, which is clearly marked "La Pine 2045 Update RFP." Please provide one (1) digital copy, one (1) original hard copy and five (5) hard copies of the Proposal. The original should be marked "Original" and must bear an original ink signature by an individual authorized to represent the Proposer. Please indicate if you would like the device on which the digital copy is submitted returned to you.

Emailed proposals should be sent to: bbybee@lapineoregon.gov

Hard copy or digital proposals should be addressed to:

City of La Pine Community Development Department Attn: Brent Bybee PO Box 2460 La Pine, OR 97739

Submission Date and Time: Wednesday, November 1, 2023, at 4:00 p.m. local time.

LATE SUBMISSIONS WILL NOT BE ACCEPTED

No faxed materials will be accepted. Postmarks are not considered proof of delivery. If the proposal is hand delivered, it must be delivered to and stamped by personnel at City Hall.

The proposal should address, at a minimum, the information requested in Proposal Requirements (Section 4).

Any addenda or amendments to this RFP will be in writing and posted on the City's website (www.lapineoregon.gov), under the Business & Development tab, then Bids & RFPs. It will be the responsibility of potential proposers to check the website for addenda or amendments. No proposal will be considered that is not responsive to any issued amendments.

Comprehensive Plan Update 2045 RFP

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H. Tentative Schedule for Selection Process

Legal advertisement October 1 & 2, 2023
RFP posted on website September 28, 2023
Clarification inquiries October 25, 2023

Proposals due November 1, 2023 (4:00 pm local time)

Council award (tentative) November 8, 2023

Note: This is the City's desired schedule. The City reserves the right to modify the schedule.

The City reserves the right to reject any or all proposals, to waive any irregularities in the request for proposal, to accept or reject any item or combination of items in a proposal, to request additional information or clarifications from respondents, and to negotiate or hold interviews with any one or more of the respondents. By requesting proposals, the City is in no way obligated to award a contract or to pay expenses of the proposing firms in connections with the preparation or submission of a proposal. Furthermore, the City reserves the right to reject any and all proposals prior to execution of a contract, with no penalty to the City of La Pine.

I. Proposal Evaluation

The City intends to select the most qualified consultant that exhibits the strongest ability to provide the highest quality service. Proposals will be ranked according to the following:

Points	<u>Criteria</u>
20	Experience and qualifications of firm and individuals to be assigned to the project/Plan update
20	Understanding of the project, comprehensiveness, and creativity of public involvement strategies.
10	Expertise/experience including references from similar engagements.

The Evaluation Committee reserves the right to select a short list of the highest scoring proposers for interviews. Additionally, the Evaluation Committee may require submission of supplemental materials. Interviews will be ranked based upon the following:

Total	50 points
Agent/Firm Capabilities	25 points
Understanding and Approach	25 points

The City reserves the right to modify or incorporate additional steps in the evaluation process in the interest of having a thorough and comprehensive body of information in order to make a recommendation.

Upon completion of the evaluation process by the Evaluation Committee, the City will advise the proposers of the selection and negotiate the appropriate agreement(s) with the highest ranked proposer to finalize a contract. If a contract cannot be successfully negotiated with the highest ranked proposer, then negotiations will be terminated with that proposer and the City will enter negotiations with the next highest ranked proposer until an agreement is reached or an impasse is declared.

The agreement(s) will define the extent of services to be rendered, method and amount of compensation. The successful proposer agrees to enter into a contract with the City. The City reserves the right to negotiate a final contract that is in the best interest of the City. The proposal will become a part of the agreement. The Consultant will serve at the pleasure of the Principal Planner and City Manager.

Comprehensive Plan Update 2045 RFP

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Once a tentative agreement is prepared, it will be presented to the City Council to award the professional services contract. Final award will be subject to the execution of the contract.

FAILURE TO INCLUDE ALL INFORMATION REQUESTED AND/OR FAILURE TO PROVIDE EVIDENCE THAT THE APPLICANT MEETS THE MINIMUM QUALIFICATIONS LISTED HEREIN SHALL CAUSE SUCH PROPOSAL TO BE REJECTED AND NOT BE EVALUATED OR CONSIDERED IN THE SELECTION PROCESS.

J. Contract Duration

The selected consultant shall be designated as the City's Consultant for one (2) year term with one (1) optional six (6) month extension.

K. Contract Fees

La Pine City Council must approve the contract prior to commencement of work. Up to 90% of the total fee may be billed through interim or progress billings prior to issuance of the final product. Should circumstances arise during the project that require significant additional work to be performed in excess of the amounts set forth in the contract, additional costs shall be negotiated prior to commencement of the work.

L. Acceptance or Rejection of Negotiation of Proposals

The City reserves the right to reject any or all proposals, to waive any irregularities in the request for proposal, to accept or reject any item or combination of items in a proposal, to request additional information or clarifications from respondents, and to negotiate or hold interviews with any one or more of the respondents. By requesting proposals, the City is in no way obligated to award a contract or to pay expenses of the proposing firms in connections with the preparation or submission of a proposal. Furthermore, the City reserves the right to reject any and all proposals prior to execution of a contract, with no penalty to the City of La Pine.

M. Notice of Award and Appeal Process

A single Consultant will be identified by the Evaluation Committee and a notification letter will be sent to all proposers. Any proposer wishing to appeal the recommendation must do so in writing and within seven (7) business days of the notice being sent.

SECTION 3. SCOPE OF CONSULTANT SERVICES

A. General

The City of La Pine is requesting proposals from qualified land use professionals.

B. Minimum Qualifications

The minimum qualifications for the Consultant contract are as shown below. Applicants not meeting these minimum requirements will not be evaluated nor considered for this contract.

1. Have relevant experience with at least three public sector projects of similar scope or objectives; and

Comprehensive Plan Update 2045 RFP

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Have a minimum of five-years of experience with relevant projects of similar scope of services or objectives.

C. Basic Reports to be Issued

The City's preference is to complete the project by June 2025. The consultant shall be responsible for submitting monthly progress reports and research information relative to the project. Consultant shall provide research suitable to enable completion of the project. Creating incremental public input results on project website is strongly desired to see where input is shaping the Plan.

<u>Final Work Product:</u> A public involvement and participation process that assists the staff and culminates in the adoption of an updated Comprehensive Plan and vision tailored to the year 2045 planning horizon.

D. Assistance to be Provided by the City

- 1. Staff and Community Advisory Committee will be the primary contacts to assist the Consultant.
- 2. Staff will assist Consultant with obtaining all necessary background documents.
- Staff will assist Consultant with all necessary contacts and logistics to arrange or conduct public meetings.
- Staff will assemble the list of and recruit potential Steering Committee members.
- Staff will be available during all phases of the project to assist in providing technical assistance, information, documentation, and explanations as needed. All requests will first be directed to the Principal Planner.

SECTION 4. PROPOSAL REQUIREMENTS

Proposals shall be prepared simply and sustainably. Provide a straightforward, concise description of the proposer's capabilities to satisfy the requirements of this RFP. Emphasis should be on the completeness, clarity of content and cost effectiveness of the proposal. Proposals should be prepared generally in the following format for the ease of the selection committee in reviewing multiple proposals.

Information included within the Proposal may be used to evaluate your submission as part of any criteria regardless of where that information is found within the Proposal. Information obtained from the Proposal and from any other relevant source may be used in the evaluation and selection process.

A. Letter of Transmittal

All proposals must include a cover letter addressed to Brent Bybee, Principal Planner, and signed by a duly constituted official legally authorized to bind the applicant to both its proposal and cost schedule. The cover letter must include name, address, and telephone number of the proposer submitting the proposal and name, title, address, telephone number, and email address of the person, or persons to contact who are authorized to represent the proposer and to whom correspondence should be directed.

B. Table of Contents

Include a clear identification of the material by section and by page number.

C. Executive Summary

The proposer shall use this section to introduce the scope of the proposal and to summarize the key provisions of the proposal. Provide a statement describing why you or the firm are qualified to perform this work.

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D. Experience, Technical and Other Qualifications (20 points)

List the firm and key personnel qualifications relative to the Scope of Consultant Services (Section 3) of this RFP. Including but not limited to the items listed below:

- Indicate the location of the office and the number of people, by level, expected to handle the project.
- Provide a list of the office's current and recent government clients, indicating the type(s) of services performed and the number of years served for each.
- Provide names of principals, key personnel, and any subcontractors who will be assigned to the project, their experience, qualification, and periods of service with the firm.
- Identify proposed sub-contractors, if any, and the portion(s) of the engagement for which they will be used
- 5. Describe liability insurance coverage arrangements to assure that it is sufficient to cover claims.

E. Response to Scope of Consultant Services (20 points)

Demonstrate the understanding of the project, approach to public involvement and participation and the City of La Pine's needs. Including but not limited to the items listed below:

- Explain how you propose to use City personnel to assist you during the project and indicate the
 approximate time required of City personnel in this capacity.
- 2. Strategies to engage in a citywide conversation about La Pine's exciting future.
- Strategies to develop and maintain a communitywide survey, an interactive project website and appropriate social media.
- 4. Strategies to facilitate a creative public outreach and participatory process to gather community.
- Provide a schedule (calendar) indicating proposed timing of deliverables to the City to ensure adoption of the Plan by City Council.
- Formulate and recommend objectives and strategies based on the results of the participatory process. Develop an implementation timeline.

F. References (10 points)

Provide contact information for at least two municipal clients, current and/or prior, so reference checks can be conducted.

G. Compensation

Proposals should include cost estimates and other necessary cost information for the project; however compensation will not be the primary factor in the selection of a Consultant.

List the Consulting firm's billing rates for all other applicable professional services for City reference as the City may request additional services which are outside of the Plan update contract.

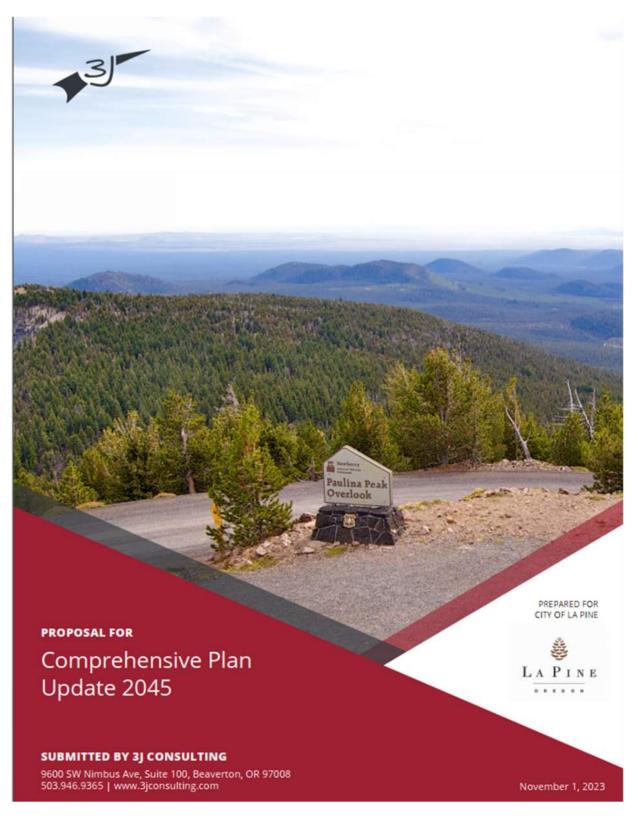
H. Additional Information

Any other information that the proposer feels applicable to the evaluation of the Proposal or of their qualifications for accomplishing the insurance services should be included in this section. You may use this section to address those aspects of your services that distinguish you or your firm from others. You might consider include examples of reports or educational bulletins.

Comprehensive Plan Update 2045 RFP

Page 11 of 11

EXHIBIT B CONSULTANT'S PROPOSAL



3J CONSULTING

CIVIL ENGINEERING | WATER RESOURCES | COMMUNITY PLANNING

9600 SW Nimbus Ave, Ste 100 Beaverton, OR 97008 phone: 503.946.9365 | www.3jconsulting.com

A. Letter of Transmittal

November 1, 2023

City of La Pine Community Development Department Attn: Brent Bybee, Principal Planner PO Box 2460 La Pine, OR 97739

RE: Comprehensive Plan Update 2045

Brent Bybee and Evaluation Committee members:

3J Consulting (3J) is pleased to submit this proposal to assist the City of La Pine with a major update of the City's Comprehensive Plan with an emphasis on community outreach and engagement. We understand that La Pine is experiencing rapid growth and the current Comprehensive Plan, adopted nearly 15 years ago, does not adequately address issues such as housing affordability, economic development, livability, parks and recreation, sustainability, and natural hazards resiliency, among others.

The La Pine Comprehensive Plan will include a 20-year vision for the City developed through a robust, transparent, and iterative public participation process. We will use a scenario planning tool to help connect community-wide conversations about La Pine's future to tangible land use decisions, through spatial and data-driven analysis. Revised Comprehensive Plan policies will reinforce and strengthen community livability by guiding land use decisions and investments through 2045.

3J has led community visioning and comprehensive plan update processes with enduring results for communities throughout the Pacific Northwest. We bring an enthusiastic and experienced team to help you facilitate an inclusive and engaging process. Our approach maximizes public participation in crafting the vision and developing sound policies to guide La Pine's future. To assist with issues such as housing affordability and development feasibility, we have added long-time partner ECONorthwest (ECONW) to the team. ECO's understanding of regional market forces will inform community decisions about future growth and development.

I will serve as the project manager and primary contact for the 3J Consulting team. John Howorth, President, is legally authorized to bind 3J Consulting to this proposal and cost schedule. We look forward to discussing this exciting opportunity with you.

Sincerely,

Anais Mattrez, AICP
3J Consulting Project Manager
9600 SW Nimbus Avenue, Suite 100
Beaverton, OR 97008
O: 503.946.9365 x.277

anais.mathez@3j-consulting.com

John Howorth, PE

3] Consulting President

9600 SW Nimbus Avenue, Suite 100

Beaverton, OR 97008

O: 503.946.9365 x.201

john.howorth@3j-consulting.com

B. TABLE OF CONTENTS

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3J CONSULTING

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3J Consulting (3J) provides clients throughout the Pacific Northwest with exceptional land use planning, public involvement, and civil engineering services based on reliable attention to detail and strong project management. Our enthusiastic and experienced team will help the City of La Pine facilitate an inclusive and engaging process to update the Comprehensive Plan. Our approach to comprehensive planning is process-oriented, and we center our methods around people in recognition that civic relationship-building is a cornerstone of good governance and strategic growth management.

Project Partners

We are pleased to be teaming with ECONorthwest to help us guide conversations about economic development strategies for industrial lands, and articulate housing needs and trends through accurate data and metrics. Our team will use our experience and understanding of La Pine and its regional context, as well as our expertise to prepare a Vision and Comprehensive Plan Update that is unique to the City.

WE DISTINGUISH OURSELVES IN THREE KEY WAYS:

A Creative and Tailored Approach

We understand that the fundamental data, trends, and land use issues in the current Comprehensive Plan are becoming outdated and the Plan is due for a fresh look. The City is now armed with the information and support needed to make the Comprehensive Plan Update a top priority. We have developed a unique, responsive approach for crafting a vision and developing sound policies to guide the future of La Pine within the City's desired 18-month timeframe for document development. This builds on a foundational understanding of Comprehensive Plan work in Oregon, as well as different methods and structures of engagement. More specifically, we will:

- Employ scenario-planning that will allow us to engage in multiple land-use related conversations simultaneously and bring a spatial dimension to the community discussion of La Pine's future.
- Maximize resources by building upon the City's current community visioning activities and front-loading engagement
 efforts so we maximize the depth and breadth of our outreach. By reaching out early and often, we ensure
 meaningful input through an iterative process.

An Enthusiastic and Expert Team

Our deep expertise and experience with long-range, comprehensive planning and community engagement make us poised to lead this effort. We are an enthusiastic, dedicated, and creative team that is process-oriented and collaborative. Plus, we have a deep appreciation for our work and are passionate about serving communities in places we also love to enjoy.

Our Philosophy

It is our philosophy that residents and stakeholders are the community experts. They know the local needs, strengths, weaknesses, and the development potential. As consultants, our job is to complement that knowledge and expertise with new ideas, a fresh perspective, and the experience that we have acquired in working with communities across the country. This approach serves our belief that one size does not fit all in planning. Instead, our team offers its vast experience developing innovative and implementable strategies for city-wide comprehensive plans and our passion for revitalization and development to serve the City. Together—through collaborative and respectful working relationships between our team, city staff, and technical and stakeholder groups—we will provide a creative vision, policy framework and implementable tools to catalyze desired changes and best serve the residents and businesses of La Pine.

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D. EXPERIENCE, TECHNICAL AND OTHER QUALIFICATIONS

Firm Overview

3J Consulting (3J) was founded in 2009 with the goal of creating a consulting firm that offered comprehensive civil engineering and community planning services, ensuring close project involvement by senior staff. Over the past 14 years, 3J has helped communities throughout the Pacific Northwest grow – from creating visions for the future and strategic plans to guide growth and development, to infrastructure analysis, design, and improvements to support increasing population. We understand how planning and public involvement work must be delivered to equally support the goals of local agencies and the character of the communities they serve. We have extensive experience preparing comprehensive plans and visions for communities throughout Oregon. We recently completed successful Comprehensive Plan Updates for North Plains, Redmond, Sherwood and Oregon City, and are currently underway in Carlton, Sandy, and Scappoose. We are well-versed in the thoughtful approach needed to work with stakeholders and engage the community. 3J has been involved in several projects that received recognition for our approach to public involvement.

3]'s office is located in the **Portland Metro area at 9600 SW Nimbus Ave, Suite 100, Beaverton, OR 97008.** 3] has 45 employees, including 12 Planning staff, four of whom will work on this project:

- Steve Faust, Community Planning Director (Principal in Charge)
- · Anais Mathez, Project Manager

- Scott Fregonese, Senior Project Manager (Scenario Planning)
- · Julia Reisemann, Senior GIS Manager

AWARD-WINNING FIRM

3] has been recognized for project accomplishments and workplace environment. Workplace awards have included: Portland Business Journal's *Top 100 Fastest Growing Private Companies* (7 years in a row), DJC Oregon *Reader Rankings* list in a variety of categories (4 years in a row), and Oregon Business Magazine's *100 Best Companies to Work For* list (4 years in a row).

3]'s community planning team has been involved in several award-winning projects that have helped communities plan for the future, including the Cornelius Town Center Plan and the Milwaukie Vision.



Cornelius Town Center Plan Update

3J managed a team of multidisciplinary consultants to develop a Plan to envision the future of Cornelius, revitalize its downtown and encourage private investment and employment growth. The project won the Oregon American Planning Association's (OAPA) 2019 Public Involvement Award.



"Milwaukie All Aboard" Community Visioning

3j team members assisted the City of Milwaukie, Oregon with a new Community Vision and Action Plan to guide an update to the City's Comprehensive Plan. The project won the OAPA 2017 Public Involvement and Participation Award.

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Government Clients

3J has longstanding relationships with government clients. The list below represents current and recent government clients in Oregon for whom 3J staff has provided relevant services.

CLIENT	SERVICE	YEAR
City of Carlton	Comprehensive Plan and Development Code Update	current
City of Cornelius	Town Center Plan On-Call Planning Services Comprehensive Plan Vision	2018 current
City of Grants Pass	Comprehensive Plan and Development Code Update	2021
City of Florence	Residential Zoning and Land Division Code Update	2019
City of King City	Beef Bend South Master Plan	current
City of Lake Oswego	Comprehensive Plan Update and Vision	2013
City of Lincoln City	Villages at Cascade Head Master Plan	2017
City of Milwaukie	Comprehensive Plan Vision	2016
City of Newberg	Comprehensive Plan and Development Code Update	2021
City of North Plains	Comprehensive Plan and Vision On-Call Planning Services UGB Expansion	2014 current
City of Oregon City	South End Concept Plan Equitable Housing Project Comprehensive Plan Update and Vision Residential Code Updates	2010 2018 current
City of Redmond	Neighborhood Revitalization Plan Comprehensive Plan Update and Vision	2017 2020
City of Roseburg	Model Code Implementation	2021
City of Salem	Multifamily Housing Design Standards Update Comprehensive Plan	2019
City of Sandy	Comprehensive Plan Update	current
City of Sherwood	Sherwood West Concept Plan Comprehensive Plan Update and Vision	2016 2017/2021
City of Silverton	Comprehensive Plan and Development Code Update	2021
City of Talent	Residential Zoning and Land Division Code Update	2019
City of Tigard	Washington Square Regional Center Plan	current
City of Tillamook	Hoquarton Waterfront Plan	2014
Clackamas County Fair	Fairgrounds Master Plan	2018
Coquille Indian Tribe	Comprehensive Plan	2017
Lincoln County	Commons Master Plan	2017
Tillamook County	Cape Kiwanda Master Plan Fairgrounds Master Plan	2015 2016
City of Camas, WA	Comprehensive Plan Vision Comprehensive Plan	2015 current
City of Ridgefield, WA	Comprehensive Plan	current
City of Stevenson, WA	Comprehensive Plan and Vision	2011
City of White Salmon, WA	Comprehensive Plan Vision	2020

3J CONSULTING

Relevant Projects

The following project descriptions highlight recent work with government clients in Oregon for whom 3J staff has provided relevant services.

City of Sandy Comprehensive Plan

3J is implementing a work plan and budget to lead a Vision and Comprehensive Plan update for the City of Sandy. After being awarded the project, 3J worked closely with city staff over the course of two months to prepare a work plan and budget that met the City's desires within the allotted budget. The project launched in January 2022 and began with a community-wide visioning process to craft a vision for how to approach development over the next 20 years and guide city decision-making. Through community



 designed community engagement activities and conducted outreach at community events around Sandy.

conversations, online surveys and virtual open houses, and a "Sandy Future Fest" town hall event, the visioning process uncovered key themes and community priorities for shaping the new Comprehensive Plan elements.

The 3J team includes partners that assist with specific city priorities, including natural hazard resiliency, economic development and grassroots Spanish-language outreach. 3J convened a Community Advisory Committee that represents diverse interests and backgrounds, including a youth representative, to lead policy development for the Comprehensive Plan based on its new plan elements. Tasks include facilitating committee meetings and conducting workshops to identify key concepts for policies and implementation strategies, as well as providing regular project updates to the planning and City commissions. The Comprehensive Plan will guide city investments and decision-making over the next twenty years. The adoption phase is slated to begin in Winter 2024.

City of Redmond, Vision and Comprehensive Plan

3J led Redmond 2040, a City-wide effort to update the Redmond Comprehensive Plan. The project kicked off with a robust public engagement program to learn what makes Redmond special, what is important to protect for the future, and what community members would like to see change by 2040. Activities included stakeholder interviews, Community Conversations, tabling at community events and three Redmond Summits.



 engaged youth in the Redmond Vision and Comprehensive Plan by conducting community conversations at the local high school.

ECONorthwest (ECONW) was on the project team responsible for developing an economic opportunities

analysis, including forecasting employment growth in Central Oregon, conducting a buildable lands inventory, assessing potential growth industries, and identifying suitable sites for these industries. This analysis aimed to determine if Redmond's urban growth boundary had sufficient employment land for the next 20 years. ECONW also developed, a comprehensive economic development strategy to update Redmond's economic development comprehensive plan policies, including recommendations for policy implementation. In parallel, ECONW conducted a housing needs analysis and residential buildable lands inventory, ensuring that Redmond could accommodate the city's housing requirements over the next two decades.

The project resulted in a vision, goals, policies, and implementation measures to guide future growth and development. The Comprehensive Plan was adopted in fall of 2020.

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CITY OF LA PINE | Comprehensive Plan Update 2045

City of Carlton Comprehensive Plan

3J assisting the City of Carlton with a Community Vision and updates to the Comprehensive Pian and Development Code. 3J created the Vision through community conversations, online surveys, community events, and public workshops. The Vision process uncovered key themes and community priorities that shaped the updated Comprehensive Pian elements. 3J has convened six meetings of a Project Advisory Committee that represents diverse interests and backgrounds and provided policy direction the Comprehensive Pian. Tasks included



3j worked with the Carlton community during the "Carlton Summits" to identify key concepts for policies and implementation strategies.

facilitating a series of "Carlton Summits" to identify key concepts for policies and implementation strategies, as well as providing regular project updates to the planning and City commissions. 3J is currently assisting the City with updates to the Development Code to implement the Comprehensive Plan.

City of North Plains, Vision and Comprehensive Plan

3J assisted the City of North Plains with a three-year process to update the City's Comprehensive Clan. The first year was a robust community process to create a 20-year vision for North Plains. Tasks included facilitating a Vision Steering Committee, administering two community surveys, conducting community based "community conversations" with a range of community groups and supporting the City to collect surveys and present information at community events. The final vision included focus areas that led directly into the City's comprehensive plan update and the acquisition of three state grants



3) conducted community based "community conversations" with a range of community groups and supported the City by collecting surveys and presented information at community events.

to update the data for specific comprehensive plan elements. In the second and third years, as the City initiated work to update housing and economic analyses, 3J facilitated meetings of the Comprehensive Plan Work Group, reviewing and updating all elements of the comprehensive plan. Each element has been reviewed and approved by the Planning Commission and City Council.

Our Salem: Planning for Growth, Vision and Comprehensive Plan

3J team members Scott Fregonese and Julia Reisemann led the update of Salem's Comprehensive Plan while at Fregonese Associates. The Our Salem project was a multiphase project to update the Salem Area Comprehensive Plan to guide and plan for how and where the City will grow. The project included a Community Vision, Scenario Planning, Comprehensive Plan Update, Comprehensive Plan Map, zoning map, and zoning code updates. The plan has goals, policies, and maps that shape everything from where multifamily housing is built, to how our street system is designed, to how natural resources are



3f engaged the community of Salem during Vision and Comprehensive Plan conversations. Conversations where held in Spanish and English.

protected. The City Council adopted the updated plan and other associated changes on July 25, 2022. The City is now working on a variety of projects to implement and advance the goals and policies in the updated Comprehensive Plan.

3J CONSULTING

Project Team



STEVE FAUST, AICP

Role Principal In Charge Years Experience: 22 Years at Firm: 6



ANAIS MATHEZ, AICP

Role: Project Manager Years Experience: 10 Years at Firm: 6



SCOTT FREGONESE

Role: Scenario Planning Lead Years Experience: 26 Years at Firm: 2



JULIA REISEMANN

Role: GIS Manager Years Experience: 26 Years at Firm: 2

- SUBCONSULTANT -

3J CONSULTING -



BETH GOODMAN ECONorthwest

Role: Economist Years Experience: 18 Years at Firm: 18

Subconsultant

ECONorthwest

ECONorthwest was added to the team to help identify economic development strategies.

Founded in 1974, ECONW is a consulting firm based in the Pacific Northwest that specializes in economics, finance, and planning. They understand that businesses and governments face difficult decisions about how to make the best use of limited resources. They help their clients make thoughtful, data-driven decisions using tools and methods that meet the highest standards of best practice. At the core of everything they do is applied microeconomics. This perspective allows them to fully understand, and effectively communicate, the benefits, costs, and tradeoffs associated with any decision. Their consultants have advanced degrees in a variety of fields—including economics, planning, and public policy—and work on projects ranging from strategy to implementation. On these projects, they provide a range of services, including business economics and modeling, natural resource economics, fiscal and economic impact analysis, land-use planning, policy analysis, and urban and regional planning.

Office Location:

The majority of the work will be performed in their Portland and Eugene office locations. Staff:

75

3J CONSULTING

Project Team Resumes





EDUCATION

M.S. in Urban & Regional Planning, Portland State University

B.S. in Peace Studies, St. Johns University, Minnesota



REGISTRATIONS

American Institute of Certified Planners (AICP)



AFFILIATIONS

American Planning Assoc. Oregon Chapter

Senior-Level Public Policy Facilitator, Oregon Consensus

Public Involvement Provider, Oregon Department of Justice Alternative Dispute Resolution

Chair, Oregon Land Conservation & Development Commission Citizen Involvement Advisory Committee

STEVE FAUST, AICP ROLE: PRINCIPAL-IN-CHARGE

Steve is a land use planner and public involvement expert with nearly 20 years' experience designing and managing processes that engage the public in land use decisions. A recognized leader in community-based planning, Steve combines his land use expertise with public involvement skills to help communities create plans to guide future growth and development. He has a diverse professional background that includes experience in planning for land use, economic development, housing and transportation. He recently led an award-winning public engagement process for the Cornelius Town Center Plan. Steve is a current member and Acting Chair of the Oregon Citizen Involvement Advisory Committee. He is a Public Involvement Provider for the Oregon Department of Justice Alternative Dispute Resolution program.

RELEVANT EXPERIENCE

- Oregon City Vision and Comprehensive Plan; Oregon City, OR
- City of Carlton Comprehensive Plan; Carlton, OR
- Redmond Vision and Comprehensive Plan; Redmond, OR
- North Plains Vision and Comprehensive Plan; North Plains, OR
- Cornelius Town Center Plan; Cornelius, OR
- Sherwood Vision and Comprehensive Plan; Sherwood, OR
- Comprehensive Plan Update Facilitation; City of Portland
- Lake Oswego Comprehensive Plan Update; Lake Oswego, OR
- Camas Comprehensive Plan Vision; Camas, WA
- White Salmon Comprehensive Plan Vision; White Salmon, WA
- Stevenson Comprehensive Plan Update; Stevenson, WA
- City of Yachats Comprehensive Plan Update, Yachats, OR

3J CONSULTING



EDUCATION

M.S. in Urban & Regional Planning, Portland State University

B.S. in Geography and Environment, McGill University, Quebec, Canada



REGISTRATIONS

American Institute of Certified Planners (AICP)



AFFILIATIONS

American P anning Association, Oregon Chapter (OAPA)

American Planning Association of Oregon, Legislative and Policy Affairs Committee (LPAC)

Northwest Trail A liance (NWTA)

International Mountain Bike Association (IMBA)

American Alpine Club (AAC)

Access Fund

ANAÏS MATHEZ, AICP

Anaïs works in various capacities as a project manager, facilitator, engagement specialist and writer. She heips prepare for and conduct public meetings, outreach activities and communications that engage diverse groups and a variety of stakeholders for communities across the state. Anaïs is experienced in facilitating meetings ranging from small focus groups and to large workshops. She excels at developing materials and presentations that use images and simple language to communicate complex ideas. She has led comprehensive planning processes around the state and conducted award-winning public engagement for both the Milwaukie Vision and Action Plan and the Cornelius Town Center Plan.

RELEVANT EXPERIENCE

- City of Sandy Comprehensive Plan; Sandy, OR
- Oregon City Vision and Comprehensive Plan; Oregon City, OR
- Sherwood Vision and Comprehensive Plan; Sherwood, OR
- Redmond Vision and Comprehensive Plan; Redmond, OR
- Milwaukie Community Vision and Action Plan; Milwaukie, OR
- Corne ius Town Center Plan; Corne ius, OR
- Washington Square Regional Center; Tigard, OR
- Sherwood Housing Needs Analysis (HNA) and Economic Opportunities Analysis (EOA); Sherwood, OR
- Equitable Housing Policy Analysis and Code Update; Oregon City, OR

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B.S. Geography: Urban Planning, Oregon State University



OSU Spotlight Award

SCOTT FREGONESE

ROLE: SCENARIO PLANNING LEAD

Scott is a planner and geographer with over twenty years of experience in land use and transportation planning and policy development. His work and research include major regional initiatives, comprehensive plans, local planning and policy, downtown plans, scenario planning and implementation strategies. He has a proven record of achievement and focuses on creative problem-solving and collaboration. Scott's skills in community engagement, meeting/event facilitation, team building, project coordination, and complex GIS analysis enrich all of 3J's projects.

Scott serves as an ongoing advisor on current and long range planning for Rockaway Beach and Ashland, OR. He also worked on Neighborhood Plus, a housing and revitalization plan, that was honored by the Greater Dallas Planning Council and managed the Comprehensive Plan Update for the City of Salem, Oregon, and numerous small towns across the Pacific Northwest.

RELEVANT EXPERIENCE

- Payson General Plan; Payson, UT
- Our Salem, Vision & Comprehensive Plan Update; Salem, OR
- Tulsa Small Area Planning; Tulsa, OK
- Imagine Irving Comprehensive Pian; Irving, TX
- Main Streets on Halsey Cooridor Plan; Wood Village, Fairview, and Troutdale, OR
- Neighborhood Plus: Revitalization Plan; Dallas, TX
- TramLinkBR Corridor Plan for Baton Rouge Streetcar (2015-2016); Baton Rouge, LA
- RENEWSA Cooridor Study; San Antonio, TX
- Heartland 2050 Regional Vision; Omaha-Council Bluffs Metro Area, NE
- FUTUREBR Comprehensive Plan; Baton Rouge, LA
- Envision Utah, HUD Planning Process; UT
- San Diego Regional Vision; San Diego, CA

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EDUCATIO

M.S., Geography, Portland State University

B.S., Elementary Education, University of Karlsruhe, Germany

JULIA REISEMANN ROLE: GIS MANAGER

As GIS Manager, Julia is responsible for the collection, analysis and manipulation of GIS data. Quality geographic information is a cornerstone to planning and community building. For many projects, she works to create base case and alternative growth scenarios. She compiles numerous data sets which include: the built environment, vacant land layers, land use and parking inventories, identification of environmentally sensitive lands, and future master street plans. She is also experienced with growth capacity and build-out analysis, employment growth rate analysis, and redevelopment opportunity analysis.

RELEVANT EXPERIENCE

- Redmond Vision and Comprehensive Plan; Redmond, OR
- Imagine Irving Comprehensive Plan; Irving, TX
- Dallas Comprehensive Plan; Dallas, TX
- Heart and 2050; Omaha-Council Bluffs Regional Vision; Omaha, NE
- Sustainable Communities Initiative, Las Vegas, NV
- Joint Scenario Planning Project, Central Valley, CA
- FUTUREBR, East Baton Rouge Parish Comprehensive Plan; Baton Rouge, LA
- Compass Blueprint: Regional Vision for the Southern California Association of Governments
- PLANITULSA, Tulsa Comprehensive Plan; Tulsa, OK
- The Grand Vision, Grand Traverse Region Land Use and Transportation Strategy; Michigan

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EDUCATIO

M.C.R.P. University of Oregon
M.P.A. University of Oregon
B.A. Psychology, Hunter College,
City University of New York

BETH GOODMAN

ROLE: ECONOMIST

Beth is a Project Director and Senior Planner at ECONorthwest with a professional focus on long-range growth management, and use planning, and policy analysis. Beth specializes in housing and economic development planning and policy analysis for cities and counties in the Pacific Northwest and across the western United States. She analyzes long-range housing needs in the context of demographic changes and affordable housing needs, including the development of housing policies to respond to currently unmet housing needs. She analyzes economic development growth potential, land need for commercial and industrial growth, and development of policies to encourage and stimulate economic growth. Beth works with cities to evaluate opportunities for expansion of urban growth boundaries of Oregon cities. Beth has experience developing market and feasibility assessments, developing strategic plans for policy implementation, and developing surveys to investigate key policy questions.

RELEVANT EXPERIENCE

- Economic Opportunities Analysis (EOA), Various, OR
- Housing Capacity Analysis (HCA), Various, OR
- Madras Land Swap, Scappoose, OR (Ongoing)
- Madras UGB Expansion Analysis, Madras, OR
- Scappoose EOA, Comprehensive Plan update, and Urban Reserves, Scappoose, OR
- Turner HNA and UGB Alternatives Analysis, Turner, OR
- Eugene Urban Reserves—Eugene, OR
- Newport UGB Expansion Analysis—Newport, OR

3J CONSULTING

Liability Insurance Coverage

3J understands the importance of insurance and carries limits in excess of industry standards for our size of firm. 3J currently has General Commercial Liability insurance, Worker's Compensation Insurance, Automobile insurance, and Professional Liability insurance.

- General Liability: \$2,000,000 Per Occurrence/\$4,000,000 Aggregate Limit
- Worker's Compensation: \$1,000,000 Each Accident/\$1,000,000 Each Disease, Each Employee/\$1,000,000 Each Disease, Policy Limit
- Automobile Liability: \$2,000,000 Each Accident Combined Single Limits
- Professional Liability: \$2,000,000 Each Claim/\$3,000,000 Aggregate Limit
- Umbrella: \$3,000,000 Each Occurrence/\$3,000,000 Aggregate Limit

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MSURED 3J Consulting, Inc			INSURER B : The Ohio		24074						
9600 SW Nimbus Avenue			INSURER C : Contine	ntal Casualty	Company		20443				
Suite 100			INSURER B : General	Insurance Co	mpany of America		24732				
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E. RESPONSE TO SCOPE OF CONSULTANT SERVICES

Project Understanding

As a small frontier town nestled in the heart of Central Oregon, La Pine's urban form and function is a deep reflection of its abundant natural resources and historic logging industries. Promoted as a community where "passion is our nature," La Pine retains its rural character and unparalleled access to outdoor recreation, even in its recent transformation as Oregon's newest city, incorporated in 2006.

However, La Pine has experienced pronounced growth and development since the adoption of its Comprehensive Plan nearly 15 years ago. Today, La Pine is home to nearly 2,900 residents, but expected to grow by 87% over the next 25 years. The challenge – and opportunity – is to create strategies that respond to rapid regional growth while preserving and improving assets like La Pine's thriving tourism industry, distinct downtown identity, industrial opportunities, affordable housing, and important civic amenities.

Working in tandem with active and informed advisory committees, a robust business community, and the La Pine community at large, the City is clearly committed to managing growth in a planned, cost-effective way that strengthens and reinforces livability in La Pine. An updated Comprehensive Plan will reflect community needs and values over a 20-year planning horizon and include new policies that incorporate views regarding housing affordability, economic development, livability, recreation, sustainability, and natural hazard resiliency.

La Pine is primed to complete its Comprehensive Plan Update. Today, there are nearly 370 acres of residentially zoned land in the Newberry Neighborhood area that can be developed at any point, and large amounts of County-owned industrial land that remain vacant and affordable. Significant water and wastewater infrastructure improvements are being completed in the northern end of town, and pockets of commercial and residentially zoned lands that are constrained by floodplains and wetlands need to be reimagined. La Pine needs an updated policy framework for capturing – and managing – future growth. The City benefits from robust network of public-private partnerships, as well as participation in regional planning efforts like the COIC's newly established Regional Housing Council (RHC). Aligning these relationships with the City's

land use opportunities and challenges will ensure the Comprehensive Plan update responds to needs and conditions that currently exist and is championed by its community and stakeholders.

Recognizing the importance of meaningful outreach to capture La Pine's spirit and direction, we propose a community-driven process that is open, transparent, and inclusive, and uses innovative engagement tools. Teaming with ECONorthwest is our strategic response to the City's interest in exploring economic development strategies for industrial lands, and articulating housing needs through accurate data and metrics. We will build upon the City's community visioning activities to front load outreach efforts, and bring a spatial dimension to the conversation of La Pine's future by using Envision Tomorrow, a mapbased tool to develop land use scenarios. Developing and evaluating future growth scenarios based on community values and priorities will allow us to have multiple land-use relative conversations simultaneously, helping outreach efforts extend far and wide while maintaining the quality and depth of discussion. Our approach seamlessly integrates the many moving parts of a comprehensive plan process through creative methods, valuable expertise, and strategic engagement.

THE FOLLOWING APPROACH BUILDS SUCCESS IN EVERY STEP OF THE WAY TO ENSURE THE CITY'S CRITERIA FOR SUCCESS ARE MET:

- Plan receives approval from all local and state reviewing bodies.
- Involvement from city staff is well coordinated and inclusive.
- Stakeholders feel their involvement was meaningful and contributed to the creation of the modernized vision and the Plan update.
- Clear expectations for involvement are set and met.
- Overall project management gave staff and stakeholders opportunities to be fully prepared for their defined roles.
- Completed efforts result in positive relationships with agencies and other involved parties.
- Updated plan accommodates expected growth and is action oriented.

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Project Approach - Revised 12-12-2023

TASK 1. PROJECT MANAGEMENT

TASK 1.1 PROJECT KICKOFF

The 3J team will prepare for and participate in a kickoff meeting with La Pine staff to review and refine the scope of work, deliverables, schedule and budget, and agree on roles and responsibilities and communications protocols. We will agree on a preliminary list of key stakeholder groups and discuss public engagement and communications tools and strategies. On the same trip, we will meet with the Steering Committee and TAC to introduce the Comprehensive Plan process, discuss key issues and review draft Public Involvement Plan elements.



— Deliverables:

- · Kickoff meeting agenda and notes
- Refined scope of work, schedule, budget, roles and responsibilities
- Steering Committee meeting and materials (#1)



City staff time: Low



_ <u>Timeline:</u> January 2024

TASK 1.2 PROJECT ADMINISTRATION

Throughout the process, the 3J project manager will hold biweekly project management phone calls to track progress on key tasks and deadlines, identify unanticipated issues and develop alternative approaches as needed. To ensure accountability and conformance with the project budget, we will prepare monthly progress reports and invoices that describe the activities undertaken, estimate the percent completion of each task, and track expenditures and hours.



Deliverables:

- · Bi-weekly call agendas and notes
- · Monthly progress reports, invoices



City staff time: Medium



Timeline: Ongoing

CITY PERSONNEL

We estimate the equivalent of 0.5 FTE of overall city staff time throughout the duration of this project to cover the tasks listed in the RFP and assistance with community engagement efforts. Because city staff time will vary by task, we have identified the approximate level of city involvement by task:



Low

less than 5 hours a week





High

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TASK 2. COMMUNITY AND STAKEHOLDER ENGAGEMENT

The 3J Team will prepare a Public Involvement Plan to guide outreach efforts throughout the visioning and plan update process. We will encourage community-wide participation by providing many opportunities for public exchange in a variety of formats and locations. The Plan will capitalize on existing city mechanisms for community engagement; establish community engagement objectives; identify the diverse set of stakeholders; and describe the array of tools and activities best suited to inform and engage stakeholders at each step of the process. 3J will provide a detailed written summary of community engagement results.

The Plan also will identify methods of communication to keep community members up-to-date with the project, and notifying residents, businesses and other stakeholders about opportunities to be actively involved in Comprehensive Plan update process. Engagement activities and communications tools and activities include, but are not limited to:

PROJECT ADVISORY COMMITTEES

Steering Committee. A successful Comprehensive Plan update process must create a shared sense of ownership among the La Pine community. We will convene and facilitate four meetings of a Comprehensive Plan Update Steering Committee that represents a broad cross-section of community interests, including youth representation. The Steering Committee will review and comment on work products, guide engagement efforts, help the City/3J team host public outreach events and activities, act as liaisons to specific constituencies or interest groups, encourage community members to participate in the process, and act as champions of the ultimate La Pine Comprehensive Plan Update that emerges from this process. The 3J Team will develop a Steering Committee charter that establishes roles, shared ground rules and decision-making procedures.

Technical Advisory Committee. City staff will form a Technical Advisory Committee (TAC) to work alongside the Steering Committee, reviewing project materials and advising on technical issues throughout the project. The TAC also will meet four times and will consist of agency partners and service providers.

To the extent possible, Steering Committee and TAC meetings will be separate but scheduled on the same day. For each Steering Committee and TAC meeting, 3J will prepare agendas and other meeting materials. The City will be responsible for communication with members, coordinating meeting logistics, printing materials and preparing meeting summaries.

Community Conversations and Interviews. To set the stage for the Comprehensive Plan update, we recommend taking the vision process out to community groups through a series of Community Conversations. These conversations will prioritize "going to where people are" – both in meetings and online, focusing on the spaces where people gather and the channels through which they receive information. Community Conversations should be held with a broad spectrum of business, educational, neighborhood, civic and faith-based organizations.

In addition to conducting up to six (6) virtual interviews with key stakeholders, we will prepare Community Conversation Kits and conduct the Community Conversations in a shared effort with Steering Committee members and city staff. The 3J team will train city staff and Steering Committee members in facilitating Community Conversations and submitting feedback. The conversations will provide community members with information about the project and engage them in discussion about what they value about La Pine today and what could make it a better place to live in the future. We propose working with local community and non-profit organizations to reach communities that would not normally participate in the process, as well as the La Pine High School and local sports clubs to engage youth.

La Pine Summits. 3J will work with city staff and the Steering Committee to host three La Pine Summits. These fun and engaging community events are the main opportunities for La Pine community members to engage and share ideas with their neighbors face-to-face. Summits will include interactive map-based activities as well as tools such as live polls, Q&A, quizzes and word clouds using the Slido web tool.

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Online Engagement. We will develop up to three online engagements to supplement in-person public involvement activities. The engagements will provide an alternative opportunity to comment for those who may not come to a meeting or feel comfortable voicing their opinions among others. The interactive, web-based online open houses or surveys will coincide with each round of public involvement.

Planning Commission and City Council Briefings.

Working with staff, we will provide regular updates to Planning Commission and City Council throughout the process. These briefings are important touchpoints to ensure elected and appointed officials are engaged in the process and eventual recommendations are supported.

COMMUNICATION TOOLS

We will work with city staff to use a variety of methods to notify residents about public events and other opportunities to be involved in the process. We seek a proper balance between these tools in order to achieve maximum engagement:



Comprehensive Plan logo. At the outset of the project, we will work with city staff to expand upon the initial La Pine 2045 logo to create a project identity that is unique and compelling. This "look" will appear on all project materials and provide continuity and visibility for the Comprehensive Plan process..



Project Website. The 3J Team will work with city staff to design and administer an informative, accessible and interactive "La Pine 2045" website. 3J will provide content for the site including project overview and timeline, important contacts, schedules for public events, opportunities for public engagement, updates on the project's status, and the ability to view or download documents. .



Social media. Our team is well acquainted with social media services that supplement traditional public relations and media approaches. We will provide city staff with content for their social media platforms, such as the City's Facebook and Twitter accounts to increase project awareness and provide multiple avenues for community input.



Media contacts. We will prepare media releases to the South County Shopper and other local media outlets for the City to distribute.



<u>Public information materials.</u> We will prepare flyers, newsletters, facts sheets and other materials to educate and inform the public.

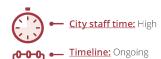


Electronic mailing list. The City will maintain a database of e-mail addresses of people who express interest in the planning process. We will prepare e-blasts for the City to distribute to help notify people about events and activities. Interested parties will have several opportunities to join the mailing list, such as on the project website and at public meetings and events.



Deliverables:

- Draft and final Public Involvement Plan
- Outreach and communications materials



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TASK 3. BACKGROUND REPORTS / LA PINE 2045 VISION

3.1 BACKGROUND REPORTS

The 3J team will be researching comprehensive plan elements through the review of relevant documents, such as the existing La Pine Comprehensive Plan, Transportation System Plan (TSP), as well as other supporting documents like the COIC Regional Housing Needs Assessment, and the forthcoming 2023 EDCO Comprehensive Economic Development Strategy (CEDS) update, among others. We also will collect demographic and socio-economic data, build a GIS database, and research existing land use, recent commercial and residential development trends, and economic, housing and other significant developments. We will conduct an assessment and opportunities analysis, identifying the amount of development, redevelopment and preservation that might be expected given the anticipated increase in population and employment forecast along with potential impacts and associated opportunities. Where pertinent information does not exist, we will work with city staff to conduct targeted research to gather the necessary

Information from these sources will be used to prepare a background report that describes the element and

underlying topics as they relate to the City of La Pine: What are the City's assets? What trends are driving how the topic has changed and will continue to change the community? What are the opportunities and challenges to realizing the City's vision for the topic? The background reports will be written in accessible language and use a combination of narrative, maps, tables and graphics to convey key information. A portion of the information will ultimately be used in the Comprehensive Plan itself. The consultant team also will prepare a one-page, infographic-rich topic profile to make the information more accessible to the public. This information will be compiled into a Community Profile for use at La Pine Summit #1 and distributed widely through various online and city mechanisms.

The information from past plans, trends and recent development also will be used to inform future land use and transportation scenarios through the calibration of *Envision Tomorrow's* Return on Investment (ROI) model and prototype builder. The assessment of existing conditions and potential redevelopment opportunities and barriers to development will serve as the basis for the future scenarios and the rest of the project.

SCENARIO PLANNING __

Our staff builds and manages ArcGIS databases to develop technical analyses and build and run detailed scenario planning exercises through Envision Tomorrow. Envision Tomorrow (ET) is an open-access scenario planning package that allows users to analyze how their community's current growth pattern and future decisions impacting growth will impact a range of measures from public health, fiscal resiliency, and environmental sustainability. The analysis tools allow users to analyze aspects of their current community using commonly accessible GIS data, such as tax assessor parcel data and Census data. The scenario painting tool allows users to "paint" alternative future development scenarios on the landscape and compare scenario outcomes in real time.

We also build and manage innovative online interactive mapping platforms through ArcGIS Online, including StoryMaps, to narrate maps and data. We will work with city staff to collect and generate GIS data for use in analysis, mapping and interactive tools throughout the course of the project.

Example Scenarios - Lehi Future Land Use

SCENARIO: TRANSIT-ORIENTED

SCENARIO: HOUSING-DRIENTED



Land use and transportation scenarios will be evaluated for targeted economic feasibility using Envision Tomorrow and polices developed to direct and attract desired growth.

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3.2 LA PINE 2045 VISION

Creating a community vision and goals is an iterative process beginning with broad sets of information and refining them over time. Concurrent with the collection and analysis of background information, the first round of outreach activities, as described in the Public Involvement Plan, will focus on the La Pine 2045 Vision. We will ask the community open-ended questions about what they like about La Pine today and what could be improved in the future. We will extend these questions that align with Oregon Statewide Planning Goals/comprehensive plan elements, such as housing, economic development and parks and recreation. The 3J team will organize the information gathered into Comprehensive Plan "topic areas". This information will be the foundation of the Comprehensive Plan Vision.

Following review from city staff, the consultant will revise the background reports, topic profiles and draft Comprehensive Plan Vision. These materials will be refined before presentation to the Steering Committee and TAC for their revisions. On the same trip, we will host La Pine Summit #1, where community members will review and comment on the draft Vision Statement and participate in discussions to identify preliminary goals for each topic area. This hands-on event will combine education and dialogue about the big questions facing the City. The Summit will feature a map-based game that invites participatory decision making at small group tables, and participants will be a given fun, meaningful way to express their ideas for the opportunities and long-term needs of the City - ranging from future growth to trails, farmland, housing, industrial development, water infrastructure, recreation, and natural hazard mitigation. The purpose of this charrette-type event will be to identify priorities and opportunities generated by the community that will guide scenario development for the Future Land Use Map update. The Summit will be





- · Background reports and Community Profile
- · Steering Committee and TAC meetings and materia's (#2)
- La Pine Summit #1
- · Online engagement tool to collect additional community input



3) will help the City solicit and organize community feedback to create a foundation for the Comprehensive Plan, similar to what the team did for the City of Lake Oswego (shown above)



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TASK 4. GOALS AND POLICIES / SCENARIO REFINEMENT

We will use information gathered in Task 3 to make needed revisions to the Vision, draft goals for the various Comprehensive Plan topic areas/elements and develop a land use and transportation strategy. Land use and transportation scenarios will be evaluated for targeted economic feasibility using Envision Tomorrow and policies developed to direct and attract desired growth. Envision Tomorrow's capabilities in the scenario planning process allow our team to help the La Pine community make more informed choices about the future.

Using community-generated ideas from the public workshop, in addition to socio-economic analysis and baseline transportation data, we will identify several possible themes for the City of La Pine. Themes might include concepts such as: Continue growing as we have in the past; Attract new talent; Aging in place; Focus on strong employment and industrial growth. We will use these themes to create 3-4 alternative growth scenarios for testing and comparison.

The second round of outreach will focus on community priorities. We will vet and refine draft goals and land use scenarios with the Steering Committee and TAC to ensure we are on the right track and asking pertinent questions. At La Pine Summit #2 and through an online engagement tool, participants will validate draft goals and review the scenarios to learn what elements best serve the community's vision.

Many of the Comprehensive Plan policies and strategies will be built around the lessons learned from the scenario exercise. Topic areas may include housing, economic

development, natural hazards resiliency, water and wastewater infrastructure, growth management and community design. Land use scenarios also can be used to guide transportation alternatives, and our team will work closely with the City to identify transportation needs and strategies that best serve future development. This includes supporting the City by preparing a TGM grant application for a future TSP update. Our team puts a high priority on multi-modal design, including active transportation, emerging technology and trends, commute patterns and freight mobility. Supplemental activities will be designed to gather input on any community topic areas not (entirely) dependent upon the preferred land use and transportation scenario, such as policies related community engagement, community art, and health and wellness. Responses will provide the City with the framework needed to guide development of the comprehensive plan.



Deliverables:

- · Draft goals and policies
- · Prototype library (up to 30 building prototypes)
- 3-4 alternative growth scenarios
- Steering Committee and TAC meetings and materials (#3)
- La Pine Summit #2 and online engagement tool
- TGM grant application
- · Preferred Scenario



City staff time: Medium

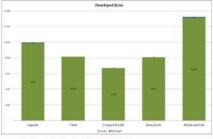


Timeline: April-September 2024





Housing Density Heat Maps



Developed Acres based on Scenarios

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TASK 5. COMPREHENSIVE PLAN

Following La Pine Summit #2, we will work with city staff, the Steering Committee and TAC to refine the goals and policies that will form the Comprehensive Plan.

An important part of preparing a future land use management plan is understanding the City's capacity for development and growth while preserving resources, culture, and character. We will work with our team of planners, designers and analysts to develop models that estimate the capacity of housing and jobs from both new development and redevelopment. The results will include a new future land use map to guide the City's growth for the next 20 years. The Future Land Use Map will be created with guidance from the 2045 Vision and lessons learned from the scenarios.

The quality of development, the location of different land uses, travel patterns, and community resources are directly influenced and affected by land use patterns and policies, the City's regulatory structure, and investments in public infrastructure and partnerships. The Future Land Use Map will illustrate the City's intention for physical development, redevelopment, preservation and conservation, along with desired future land use and development patterns for the City.

We will create a Comprehensive Plan document that will incorporate the background reports, vision, goals and policies for each topic area and will ensure that the policies are aligned with Oregon Statewide Planning goals. The document will be visually engaging and easy to read to clearly communicate and illustrate information.



Based on updated goals and policies, we will prepare an implementation strategy matrix as a separate document from the Comprehensive Plan. The implementation strategy matrix will build from the lessons and information gleaned through the Comprehensive Plan process and identify clear strategies and action items along with lead and support roles.

The draft Comprehensive Plan and Implementation Strategy will be presented to the Steering Committee and TAC at their final meeting for their review and comment. La Pine Summit #3 will use an open house format to provide the public with a final opportunity to review and comment on all aspects of the draft Comprehensive Plan. Following Summit #3, we will refine the Plan to reflect community input.



— Deliverables:

- · Future land use map
- · Draft policies
- Steering Committee and TAC meetings and materials (#4)
- Vision Summit #3 and online engagement tool
- · Draft and revised Comprehensive Plan







____ Timeline: September 2024-February 2025



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TASK 6. ADOPTION

The Comprehensive Plan Vision, goals and policies represent a significant amount of information for the Planning Commission and City Council to digest. While we will be briefing these officials throughout the process, a thoughtful and measured adoption process is needed to facilitate their understanding, input and support.

We propose breaking up the Comprehensive Plan into 2-3 groupings of chapters to be reviewed at a series of joint Planning Commission and City Council work sessions. Once final refinements are made, a final draft of the Comprehensive Plan will be presented at two hearings; one for the Planning Commission and one for the City Council. Having aiready reviewed the draft policies and background information for each of the topic areas, these bodies will be familiar with the complete Comprehensive Plan document for adoption.



Deliverables:

- Three Planning Commission/City Council work sessions and presentations
- One Planning Commission hearing and presentation
- · One City Council hearing and presentation



City staff time: High



Timeline: February-June 2025



3) builds strong and collaborative teams that help manage and lead successful adoption processes.

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SCHEDULE

	20	23	2024								2025									
	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Task 1. Project Management																				
Task 1.1 Project Kick-off			•																	
Task 1.2 Project Administration																				
Task 2. Community and Stakeholder Engagement																				
Task 3. Background Reports / Redmond 2040 Vision																				
Task 3.1 Background Reports																				
Task 3.2 La Pine 2045 Vision						*														
Task 4. Goals and Policies / Scenario Refinement											*									
Task 5. Comprehensive Plan and Implementation Strategy																*				
Task 6. Adoption																				

= Team Kickoff

♦ = Steering Committee/TAC Meeting

★ = La Pine Summits (3)

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F. REFERENCES

The City of Sandy and Redmond are two municipal clients for whom 3J has recently completed Comprehensive Plan Update services.



City of Sandy

Kelly O'Neill

Development Services Director koneill@ci.sandy.or.us



City of Redmond

John Roberts
Deputy City Manager
john.roberts@ci.redmond.or.us

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G. COMPENSATION

PROJECT BUDGET

La Pine Comprehensive Plan		3J CONSULTING								ECONORTHWEST				
Tasks		SIF \$214	SCF \$194		Planner			SUBTOTAL	BG \$220		SUBTOTAL	TOTAL		
TASK 1. Project Management	66	2	28		44	20	\$600	\$24,920	10		\$2,200	\$27,120		
TASK 1.1 Project Kickoff	16	2	16		4		\$600	\$7,372	2		\$440	\$7,812		
TASK 1.2 Project Administration	50		12		40	20		\$17,548	8		\$1,760	\$19,308		
TASK 2. Community and Stakeholder Engagement	96	2	48		36		\$4,000	\$34,548	12		\$2,640	\$37,188		
TASK 3. Background Reports / Redmond 2040 Vision	20			50	36			\$15,784	10		\$2,200	\$17,984		
TASK 3.1 Background Reports	10			50	24			\$12,676	10		\$2,200	\$14,876		
TASK 3.2 La Pine 2045 Vision	10				12			\$3,108				\$3,108		
TASK 4. Goals and Policies / Scenario Refinement	18	2	12	28	24			\$13,216				\$13,216		
TASK 5. Comprehensive Plan and Implementation Strategy	24	2	6	8	44			\$12,096	12		\$2,640	\$14,736		
TASK 6. Adoption	50				8			\$9,612			\$0	\$9,612		
TOTAL HOURS	274	8	94	86	192	20		674	44		44	718		
TOTAL FEES	\$47,676	\$1,712	\$18,236	\$14,104	\$21,888	\$1,960	\$4,600	\$110,176	\$9,680		\$9,680	\$119,856		

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SCHEDULE OF FEES

Standard Rates (As of July 1, 2023)

Fees for professional services provided by 3J are based upon the time expended on the Project and the hourly fee rate for the professional or support staff performing the service. The following hourly rates will be used for any additional services not defined in the approved Scope of Services.

Civil Engineering Services		Community Planning Services	
Principal Engineer	\$246	Principal Planner	\$226
Director of Engineering	\$236	Director of Planning	\$214
Chief Engineering Manager	\$234	Senior Planning Project Manager	\$194
Senior Project Manager	\$230	Planning Project Manager II	\$184
Project Manager II	\$194	Planning Project Manager I	\$174
Project Manager I	\$184	Senior Urban Designer II	\$164
Senior Civil Engineering Manager	\$224	Senior Urban Designer I	\$144
Civil Engineering Manager II	\$174	Urban Designer II	\$130
Civil Engineering Manager I	\$158	Urban Designer I	\$114
Senior Civil Engineer	\$162	Senior Planner II	\$164
Civil Engineer II	\$150	Senior Planner I	\$144
Civil Engineer I	\$140	Planner II	\$130
Senior Civil Designer	\$140	Planner I	\$114
Civil Designer II	\$128	Planning Assistant	\$ 94
Civil Designer I	\$116	GIS Services	
Senior Civil Technician	\$124	Senior GIS Manager	\$164
Civil Technician II	\$114	GIS Manager	\$154
Civil Technician I	\$102	GIS Analyst II	\$140
Engineering Intern	\$ 80	GIS Analyst I	\$130
Inspection Services		Senior GIS Technician	\$122
Senior Inspector	\$164	GIS Technician II	\$112
Inspector III	\$158	GIS Technician I	\$102
Inspector II	\$144	Graphic Design Services	
Inspector I	\$128	Senior Graphic Designer	\$142
Development Specialist Services		Graphic Designer II	\$124
Senior Development Specialist	\$164	Graphic Designer I	\$104
Development Specialist III	\$154	Administration Services	
Development Specialist II	\$144	Administrative Project Specialist	\$116
Development Specialist I	\$128	Administrative Staff	\$ 98



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H. ADDITIONAL INFORMATION

Project Highlights



SHERWOOD VISION AND COMPREHENSIVE PLAN

Reference: City of Sherwood, Erika Palmer, Planning Manager | 503.625.4208 | palmere@sherwoodoregon.gov

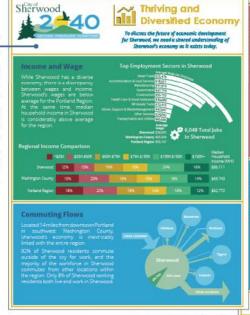
Project scope included:

- ✓Community Engagement Plan for the Community Vision
- ✓Community Engagement Plan for the Comprehensive Plan Update
- ✓Community Engagement Tools
- ✓ Supplemental HNA
- ✓Economic Study
- ✓ Meetings/Facilitation

3J conducted engagement activities and synthesized feedback from

community conversations, stakeholder interviews, online surveys and social media campaigns, two vision summits, and outreach through various city-wide festivals and events. The process had over 1,000 touches with the community over the course of 8 months and resulted in unanimous acceptance by City Council.







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REDMOND VISION AND COMPREHENSIVE PLAN

Reference: City of Redmond, John Roberts, Deputy City Manager | 541.923.7750 | john.roberts@ci.redmond.or.us



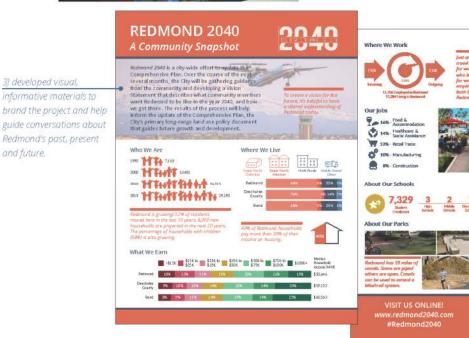


Project scope includes:

- ✓Community Engagement Plan for the Community Vision
- ✓Community Engagement Plan for the Comprehensive Plan Update
- ✓Community Engagement Tools
- ✓Supplemental HNA
- ✓ Economic Study
- ✓ Findings to Adopt the HNA & Economic Study
- ✓ Meetings

3J is currently leading Redmond 2040, a city-wide effort to create a Community Vision and update the Redmond Comprehensive Plan.

The project kicked off with a robust public engagement program to learn what makes Redmond special, what is important to protect for the future, and what community members would like to see change by 2040. Activities include stakeholder interviews, Community Conversations, tabling at community events and three Redmond Summits.



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3J developed visual,

and future.

Community Engagement Expertise

Careful planning and preparation for all public outreach activities and events is essential. We know how to choose the right meeting venue and format, provide information to the target public audience in the way they will understand, develop appropriate meeting formats and agendas, and allow for multiple opportunities to provide input. We ensure our events are accessible in terms of location, time, and people of varied abilities. Our engagement efforts are designed in culturally and linguistically appropriate ways to meet the specific needs of affected stakeholder groups.

MILWAUKIE VISION AND ACTION PLAN

Reference: City of Milwaukie, Denny Egner, FAICP, Planning Director | 503.786.7654 | egnerd@milwaukieoregon.gov

Public outreach efforts included:

- · 5 fairs and events;
- · 20 stakeholder interviews;
- 30 "Community Conversations" in 2016-17, with more than 500 participants;
- · 4 online surveys, with more than 500 responses;
- · 7 Vision Advisory Committee meetings; and
- · Active engagement through its website and on social media.

The project won the Oregon Chapter of the American Planning Association's 2017 Award for Public Involvement.



It was a full house at the Vision Summit for the City of Milwaukie's Vision and Action Plan, with over 100 community members in attendance. The meeting included childcare and simultaneous translation services.



Deputy PM, Anaïs Mathez, trained high school students for a Youth Vision Action Team to help conduct outreach to businesses and organizations.

LAKE OSWEGO COMPREHENSIVE PLAN

Reference: Denny Egner, FAICP, formerly Assistant Planning
Director at City of Lake Oswego (now at Milwaukie) | 503.786.7654
| egnerd@milwaukieoregon.gov

Public outreach efforts included:

- A 15-member Citizen Advisory Committee representing a broad range of community interests
- More than 85 community meetings with neighborhood associations, business groups, civic and faith-based organizations and other interest groups
- · A vision and values survey completed by 823 Lake Oswegans
- A design workshop with local planners, architects and urban designers
- A series of Community Summits to develop goals and policies for the Action Areas



3J CONSULTING

CORNELIUS TOWN CENTER PLAN

Reference: City of Cornelius, Ryan Wells, Community Development Director 503.992.5370 | rwells@ci.cornelius.or.us

Outreach efforts reached more than 500 community members and included:

- · 10 Community Conversations
- · 7 stakeholder interviews
- · Participation in 12 community events
- · 3 public meetings
- · 2 all day design sessions
- · 2 online surveys

Outreach materials and activities were prepared in English and Spanish with assistance from Centro Cultural de Washington County. Bilingual communications were provided through the project website, social media, email, direct mailings, and interactive displays in civic and community gathering places.

The project won the Oregon Chapter of the American Planning Association's 2019 Award for Public Involvement and Participation.



January 29, 2019

To Whom It May Concern,

I am writing today with an unreserved recommendation for Steve Faust, Anaïs Mathez, and the entire team at 3J Consulting. Following a competitive request for proposals process, the City of Cornelius selected a multidisciplinary team led by 3J to develop our Metro grant-funded Town Center Master Plan and Urban Renewal Plan project. I have been impressed with 3J's work ethic and timeliness and quality of deliverables, as well as a very strong and creative project management skill set that has kept our project on schedule and

But more than that I appreciate how 3J has crafted a project strategy that is specific to our community's needs. Cornelius is a very poor community and 52% of our population is Latino. Additionally, we have a sufficient but lean project budget and an ambitious set of project goals. These are important considerations when determining how to conduct outreach to our population, convey realistic expectations, and develop achievable objectives for our Town Center and Urban Renewal plans.

This has, to date, been accomplished thanks to a robust outreach effort, led by 3J, which has truly extended to all corners of our population as well as key regional partners. This work has provided context essential to creating plans that are built to serve the community ultimately adopting them. From culturally-conscious architectural design to public spaces explicitly favored by our residents, the plans being developed will be a true representation of our community's priorities and will align with the goals adopted by our city

I'm happy to discuss my experience with any interested persons considering 3J for any planning or community outreach work.

Ryan A. Wells, AICP



3J CONSULTING

OUR SALEM: PLANNING FOR GROWTH, VISION AND COMPREHENSIVE PLAN

Reference:

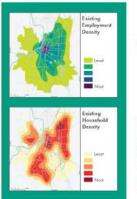
City of Salem, Eunice Kim, Long Range Planning Manager | 503.540.2308 | ekim@cityofsalem.net

3J designed, managed and led the City of Sherwood Comprehensive Plan Vision, a city-wide community engagement process that outlined a desired future for the Sherwood community in the year 2040 priorities.

The Visioning Process engaged community members to develop a shared understanding of Sherwood today and set goals for policy development, anchoring a planning process that will address key issues for the future. 3J conducted engagement activities and synthesized feedback from community conversations, stakeholder interviews, online surveys and social media campaigns, two vision summits, and outreach

through various city-wide festivals and events. The vision process had over 1,000 touches with the community over the course of eight months and resulted in a unanimous acceptance by City Council in January 2019.

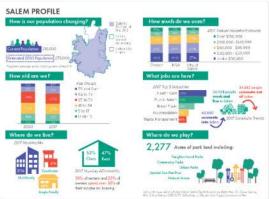
Upon successful completion of the vision, 3J was retained to manage and lead the City of Sherwood's Comprehensive Plan update. 3J developed goals for key topic areas and developed policies and objectives to realize the vision. In addition, 3J facilitated advisory committees, topic area conferences and outreach activities to identify policy priorities. The Comprehensive Plan was adopted unanimously in December 2021







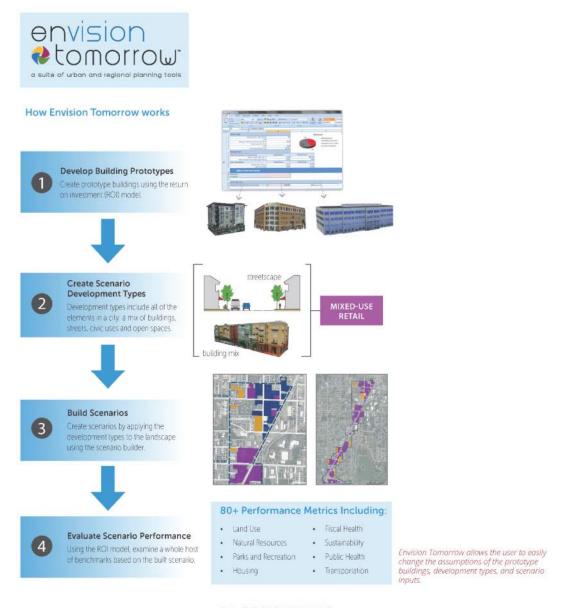




3J CONSULTING

Scenario Planning

3]'s team used a scenario planning software for the Redmond Comprehensive Plan Update that can be utilized for the City of La Pine Comprehensive Plan Update. *Envision Tomorrow* can be used to model development feasibility on a site-by-site basis as well as create and evaluate multiple land use scenarios, test and refine transportation plans, produce small-area concept plans, and model complex regional issues. 3J's team members are experts at using *Envision Tomorrow* to help clients plan for the future.



3J CONSULTING

EXHIBIT C

ORS CHAPTER 279B PUBLIC CONTRACTING REQUIREMENTS PERSONAL SERVICES

- (1) Consultant shall pay promptly, as due, all persons supplying labor or materials for the performance of the work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor. ORS 279B.220(1).
- (2) Consultant shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Consultant or Subcontractor incurred in the performance of the contract. ORS 279B.220(2).
- (3) Consultant shall not permit any lien or claim to be filed or prosecuted against City on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted. ORS 279B.220(3).
- (4) Consultant and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.617. ORS 279B.220(4).
- (5) Consultant agrees that if Consultant fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Consultant or a Subcontractor by any person in connection with the contract as such claim becomes due, City may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due Consultant by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the Consultant or his surety from his or its obligation with respect to any unpaid claim. If City is unable to determine the validity of any claim for labor or material furnished, City may withhold from any current payment due Consultant an amount equal to said claim until its validity is determined and the claim, if valid, is paid.
- (6) Consultant shall promptly, as due, make payment to any person, copartnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Consultant, of all sums which the Consultant agrees to pay for such services and all monies and sums which the Consultant collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service. ORS 279B.230(1).
- (7) All subject employers working under the Consultant are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126. ORS 279B.230(2).
- (8) Consultant shall pay employees for overtime work performed under the contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201, et seq). ORS 279B.235(3).

- (9) The Consultant must give notice to employees who work on this contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work. ORS 279B.235(2).
- (10) All sums due the State Unemployment Compensation Fund from the Consultant or any Subcontractor in connection with the performance of the contract shall be promptly so paid. ORS 701.430.
- (11) Consultant shall, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper or other products as defined in ORS 279A.010.
- (12) Consultant certifies its compliance with all applicable state and local tax laws, including but not limited to ORS 305.385, ORS 305.620, ORS chapters 316, 317 and 318. Consultant certifies it will continue to comply with all such tax laws during the term of this contract. Consultant's failure to comply with such state and local tax laws prior to executing this contract or during the term of this contract constitutes a default for which City may terminate this contract and seek damages and other relief available under the terms of this contract or applicable law. ORS 279B.045.
- (13) Consultant certifies that it has not discriminated and will not discriminate against minorities, women, emerging small business enterprises or a business enterprise that is controlled by or that employs a veteran as defined in ORS 408.225 in obtaining any required subcontractors. ORS 279A.110.
- (14) As used in this section, "nonresident contractor" means a contractor that has not paid unemployment taxes or income taxes in the state of Oregon during the 12 calendar months immediately preceding submission of the bid for the contract, does not have a business address in this state, and stated in the bid for the contract that it was not a "resident bidder" under ORS 279A.120. When a public contract is awarded to a nonresident contractor and the contract price exceeds \$10,000, the contractor shall promptly report to the Department of Revenue on forms to be provided by the department the total contract price, terms of payment, length of contract and such other information as the department may require before the bidder may receive final payment on the public contract. ORS 279A.120.