



CITY OF LA PINE, OREGON REGULAR CITY COUNCIL MEETING

Wednesday, July 24, 2024, 5:30 p.m.

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

Available online via Zoom: <https://us02web.zoom.us/j/85036525538>

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 COMMENTS

Public Comments provide an opportunity for members of the community to submit input on ongoing matters within the city.

Public Comments are limited to three (3) minutes per person; when asked to the podium, please state your name and address. This helps the City Council and staff determine if you are a city resident. 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. Any matter that warrants testimony and rebuttal may be debated only during a Public Hearing on the matter.

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. 06.12.2024 Regular City Council Meeting Minutes	4.
a. Public Comment Form – John Heylin	7.
b. Public Comment Form – Kylan Kerr	8.
2. 06.26.24 Regular City Council Meeting Minutes	9.
a. Public Comment Form – Sue Gabriel	13.
b. Public Comment Form – Zorba Stathakis	14.
3. Financial Reports	
a. May Financial Summary	15.
b. May Interest Report	19.
4. George Potter and Christy Clark Correspondence	20.

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

OLD BUSINESS:

1. COIC – IGA for Construction Management	
a. Staff Report	22.
b. IGA Draft	23.
c. Liability Declaration Page	34.
d. Coverage Discussion Thread	35.

NEW BUSINESS:

1. Petition	
a. Staff Report	38.
b. Petition Letter	39.
2. Fire Restriction and Enforcement (Letters)	
a. Staff Report	40.
b. BoCC Letter (Draft)	41.
c. Sheriff’s Department Letter (Draft)	42.
3. Transportation Growth Management Grant Letter of Support	
a. Staff Report	43.
b. TGM Letter of Support (Draft)	45.

OTHER MATTERS

PUBLIC COMMENTS

Public Comments provide an opportunity for members of the community to submit input on ongoing matters within the city.

Public Comments are limited to three (3) minutes per person; when asked to the podium, please state your name and address. This helps the Planning Commission and staff determine if you are a city resident. 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. Any matter that warrants testimony and rebuttal may be debated only during a Public Hearing on the matter.

STAFF COMMENTS

MAYOR & COUNCIL COMMENTS

EXECUTIVE SESSION: per ORS 192.660 if necessary

ADJOURNMENT



CITY OF LA PINE, OREGON REGULAR CITY COUNCIL MEETING

Wednesday June 12, 2024, 5:30 p.m.

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

Available online via Zoom: <https://us02web.zoom.us/j/84262734477>

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MINUTES

CALL TO ORDER

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

ESTABLISH A QUORUM

Council

Mayor Richer

Council President Van Damme

Councilor Shields

Councilor Ignazzitto

Councilor Morse

Student Councilor Marston

Staff

Geoff Wullschlager – City Manager

Ashley Ivans – Finance Director

Brent Bybee – Principal Planner – Excused

Rachel Vickers – Associate Planner

Amanda Metcalf – City Recorder – Excused

PLEDGE OF ALLEGIANCE

Mayor Richer led the Pledge of Allegiance.

PUBLIC COMMENTS

John Heylin, that lives in Bend, OR is trying to expand the Deschutes County Board of County Commissioners from 3 seats to 5. This came about because when he did Deschutes County college, he realized budget is 370 mil year, 3 people since 1908 then 72 moved to three. Now that budget is $\frac{3}{4}$ of a billion, he believes only having three people is irresponsible. Possibility of making it district wide. Wanted to put it on radar 4,400 signatures – hoping to get it on ballot, but if not will be on May ballot

Dillon Kerr, with boy scout troop 76, is working towards eagle scouts, with the help of Mayor Richer. He has built and is placing 3-4 boxes to bring in retired flags. So far, he has placed at the American Legion, Band of Brothers, and would like to put one at City hall. The Council agreed to have one placed at City Hall.

CONSENT AGENDA

1. 05.22.2024 Regular City Council Meeting Minutes
 - a. Public Comment Form
 - b. Republic Services Handout from Presentation

Councilor Van Damme made a motion to approve the consent agenda. Councilor Ignazzitto seconded the motion. Motion passed unanimously.

ADDED AGENDA ITEMS

None.

OLD BUSINESS:

1. Republic Services
 - a. Staff Report
 - b. Exhibit A.
 - c. Exhibit B.
 - d. Resolution 2024-10

City Manager Wullschlager gave a staff report regarding the Republic Services updates. Republics has requested to increase rates by 3%, which is mainly tied to inflation.

Councilor Morse made a motion to approve the increase. *Councilor Ignazzitto seconded the motion.* The increase passed unanimously after a roll call vote.

NEW BUSINESS:

1. Ponderosa Park Phase 1 Final Plat Review 02FPR-24
 - a. Staff Report
 - b. Findings
 - c. Final Plat

Associate Planner Rachel Vickers read through the staff report.

Councilor Ignazzitto made a motion to approve 02FPR-24 with the recommended language contained in the staff report. *Councilor Morse seconded the motion.* The application was approved unanimously after a roll call vote.

OTHER MATTERS

None.

PUBLIC COMMENTS

None.

STAFF COMMENTS

Public Works Director West stated staff are working on the WMCP, which should be able to have out by September.

City Manager Wullschlager stated there was a 7-acre fire SE of town on federal land. Multiple agencies responded as well as aviation wing fire suppression. The fire has been extinguished and crew will continue to monitor hot spots. The Industrial park lift station is moving forward. There is USDA funding that we have to pay back and coordinate with State and Federal agencies as well as 3 tribal partners. There will also be a pedestrian survey and if everyone signs off on it then we can move forward. The whole project will be around \$25 million.

MAYOR & COUNCIL COMMENTS

Student Councilor Marston stated High School graduation happened last Friday. Of the 100 students that walked, 50 are going to 2–4-year colleges and a few going to trade schools. There will be an open house on 9/25/2024 for the new school year and everyone is invited, and there will be activities from other clubs as well as a free BBQ.

Mayor Richer thanks staff and the commentators for their participation.

EXECUTIVE SESSION: per ORS 192.660 if necessary

ADJOURNMENT

Mayor Richer adjourned the meeting at 6:30 p.m.

Date: _____

Daniel Richer, Mayor

ATTEST:

Date: _____

Amanda Metcalf, City Recorder



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)

Name: John Heylin Phone Number: 510-761-5230
Address: 61343 NW Bluff Lane, Bend, OR 97702
Email: jheylin@gmail.com ☐ Resident ☒ Non Resident ☐ Other
Agenda Item Topic #: _____ in support of _____ in opposition to _____ as an interested party

☒ Non-Agenda Item Topic (Provide brief description): Expand Deschutes
County Commission

Organization (if applicable): n/a Would you like to be contacted for follow up?
____ Yes ____ No



PUBLIC COMMENT FORM

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Name: Dylan Kew Phone Number: 541 408 6112

Address: 15921 Parkway dr

Email: _____ ☐ Resident ☐ Non Resident ☐ Other

Agenda Item Topic #: ① in support of in opposition to as an interested party

☐ Non-Agenda Item Topic (Provide brief description): Scout troop 76

Flag Resting Box

Organization (if applicable): B814 9076 Would you like to be contacted for follow up?

____ Yes X No



CITY OF LA PINE, OREGON REGULAR CITY COUNCIL MEETING

Wednesday June 26, 2024, 5:30 p.m.

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

Available online via Zoom: <https://us02web.zoom.us/j/kcs1iC1zop>

MINUTES

CALL TO ORDER

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

ESTABLISH A QUORUM

Council

Mayor Richer

Council President Van Damme – Excused

Councilor Shields

Councilor Ignazzitto

Councilor Morse

Student Councilor Marston – Excused

Staff

Geoff Wullschlager – City Manager

Ashley Ivans – Finance Director

Brent Bybee – Principal Planner

Rachel Vickers – Associate Planner

Amanda Metcalf – City Recorder

PLEDGE OF ALLEGIANCE

Mayor Richer led the Pledge of Allegiance.

PUBLIC COMMENTS

Sue Gabriel, that lives on Settler Dr., made a public comment regarding fireworks. She explained how she watched the Darlene 3 fire grow over night and is concerned that fireworks will cause another fire. She is asking the Council to consider banning fireworks due to the dry climate the city is experiencing. Lastly, she listed surrounding cities that do not allow fireworks.

CONSENT AGENDA

1. Financial Reports
 - a. April Financial Report
 - b. April Interest Report

Councilor Ignazzitto made a motion to approve the consent agenda. *Councilor Shields seconded the motion.* Motion passed unanimously.

ADDED AGENDA ITEMS

City Manager Wullschlager added to the agenda an intergovernmental agreement with Central Oregon Intergovernmental Council (COIC). In addition, Resolution 2024-12 Declaring an emergency due to the imminent threat of wildfire.

OLD BUSINESS:

None

NEW BUSINESS:

1. Resolution 2024-11, A resolution making appropriations and declaring the tax rate for the FY 2024-25 Budget.

Finance Director Ivans presented Resolution 2024-11 that adopts the FY 2024-2025 Budget.

Councilor Ignazzitto made a motion to adopt Resolution 2024-11, a resolution making appropriations and declaring the tax rate for the FY 2024-25 Budget. *Councilor Morse seconded the motion.* Mayor Richer asked for roll call vote.

Councilor Shields – Aye

Councilor Ignazzitto – Aye

Councilor Morse – Aye

Motion passed unanimously.

OTHER MATTERS

City Manager Wullschlager presented an intergovernmental agreement (IGA) with COIC regarding the construction of the spec building in the industrial park. He asked that the Council review the IGA and if they approve it, allow him to sign the agreement with COIC.

Councilor Shields asked who would be responsible in the event of litigation. City Manager Wullschlager read the agreement regarding liability aloud to the Council and it was concluded that he will get further clarification and a motion will be tabled until the next council meeting.

He presented Resolution 2024-12 and stated the passing of this resolution will allow the city to apply for FEMA funds if needed. He explained that in addition to declaring a state of emergency, the Council can decide to be prohibitive or deterrent with the use of fireworks within the City's limits. He explained specific fireworks and firearms that would be prohibited to use and stated that it does not include display fireworks. He concluded that this decision does not include the sale of fireworks only the use.

There was discussion regarding both options and their effects. There was a clarification that if it was decided to be prohibited, it would be a class C misdemeanor.

Councilor Morse made a motion to adopt Resolution 2024-12 declaring an emergency due to the current state of imminent threat of wildfire and deters the use of fireworks within the city. *Councilor Shields seconded the motion.* Mayor Richer asked for a roll call vote.

Councilor Shields – Aye

Councilor Ignazzitto – Aye

Councilor Morse – Aye

Motion passed unanimously.

PUBLIC COMMENTS

Zorba Stathakis, that lives at highlander trailer park, made a comment asking for the council to have a town meeting to allow a comment and rebuttal session with citizens and the Council.

He stated that a few years ago there was a student from U of O regarding a multi-use study, and how it affects the city.

He explained that he would like more bicycle and pedestrian use within the city. He stated that there are resources available for grants to help with the cost of installing bike stands for business owners. He expressed his dissatisfaction and would like the Council to help with the above issues.

STAFF COMMENTS

Associate Planner Vickers stated that she has not received new land use applications since the last Council meeting and does not have any updates at this time.

Finance Director Ivans did not have any comments.

City Recorder Metcalf did not have any comments.

Principal Planner Bybee stated that 3J is currently digitizing all the maps that were created during the community summit. He explained that they will all be combined together to see similarities between them.

He stated that staff and 3J are working together to prepare their application to submit to Oregon Department of Transportation (ODOT) and Department of Land Conservation and Development (DLCD) for the transportation plan update grant. This application is due at the end of July, and he will present a letter of support for the Council to review and sign next month.

Lastly, he stated that Community Planning Assistance for Wildfire (CPAW) is starting their public engagement for their program in reviewing the City's wildfire preparedness.

City Manager Wullschlager gave an update on the Public Works facilities and how they have been affected by the Darlene 3 fire. He stated that our fire district has saved our town with their efforts and listed the task forces that have been dispatched to help fight the fire. He said that staff have been working closely with Midstate to make sure that the wells have power, so water is still available for use.

He gave an update that there is a grant program through ODOT which the City can apply for, if granted the funds can be used to build the east sidewalk project.

MAYOR & COUNCIL COMMENTS

Councilor Shields asked about the water wastewater expansion project with the connections on Willow. Finance Director Ivans stated that staff should be receiving the last easement from the property owner on Willow. Once she receives it then all easements will be received.

Councilor Morse asked about her specific land use project, there wasn't an update.

Councilor Ignazzitto made a comment that she is so thankful for all the resources that responded to the wildfire.

Mayor Richer stated that he was asked by a State Senator Wyden if his office can help our community during this time. He explained that he accepted Senator Wyden's offer and will reach out if anything is needed. He thanked the community for attending the Council meeting and giving their comments to help shape our city.

EXECUTIVE SESSION: per ORS 192.660 if necessary

ADJOURNMENT

Mayor Richer adjourned the meeting at 6:23 p.m.

Date:

Daniel Richer, Mayor

ATTEST:

Date:

Amanda Metcalf, City Recorder



PUBLIC COMMENT FORM

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Name: Sue Gabriel Phone Number: 541 517 2570

Address: 51936 Settler Dr

Email: SueG1994@gmail.com ☒ Resident ☐ Non Resident ☐ Other

Agenda Item Topic #: _____ in support of _____ in opposition to _____ as an interested party

☒ Non-Agenda Item Topic (Provide brief description): fireworks

Organization (if applicable): _____ Would you like to be contacted for follow up?
____ Yes _____ No



PUBLIC COMMENT FORM

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Name: <u>Zosha Stathakis</u>	Phone Number: <u>(541) 886-6468</u>
Address: <u>N/A</u>	
Email: _____	<input checked="" type="checkbox"/> Resident <input type="checkbox"/> Non Resident <input type="checkbox"/> Other
Agenda Item Topic #: _____	in support of _____ in opposition to _____ <u>as an interested party</u>
<input checked="" type="checkbox"/> Non-Agenda Item Topic (Provide brief description): <u>Rosland Park steward, Host, lease</u> <u>Bike friendly business tax exemption, attraction, rewards</u> <u>U of O grad student paper on future of lapine (multi-use something)</u>	
Organization (if applicable): <u>concerned citizen</u>	Would you like to be contacted for follow up? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No



FINANCIAL SUMMARY May 31, 2024

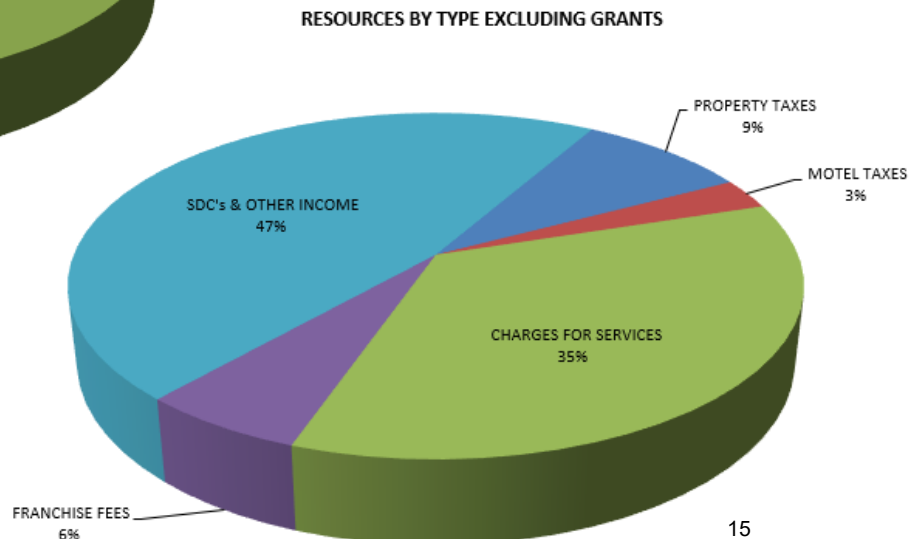
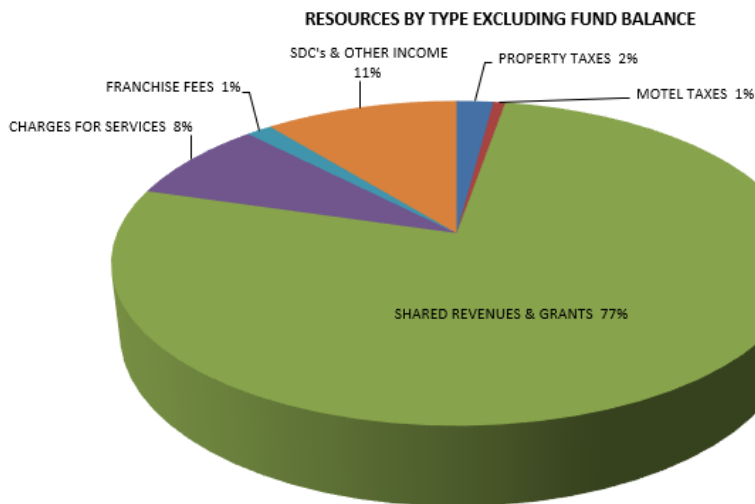
TOTAL RESOURCES - BUDGET TO ACTUAL

AS OF MAY 31, 2024

	Year To Date	FY 2022-23 Budget	Budget Remaining	(92% lapsed) % Earned
BEGINNING FUND BALANCE	11,262,680	11,262,680	-	100.0%
PROPERTY TAXES	454,861	477,330	22,469	95.3%
MOTEL TAXES	146,935	175,000	28,065	84.0%
SHARED REVENUES & GRANTS	17,000,980	22,025,026	5,024,046	77.2%
CHARGES FOR SERVICES	1,810,463	1,798,850	(11,613)	100.6%
FRANCHISE FEES	318,978	301,300	(17,678)	105.9%
SDC's & OTHER INCOME	2,398,195	1,099,083	(1,299,112)	218.2%
	33,393,091	37,139,269	3,746,178	89.9%

FINANCIAL HIGHLIGHTS – RESOURCES

- The City's revenues are all over budget, except for shared revenues and motel taxes.
- The City collected double the amount of SDC's than was expected.
- Shared Revenues and Grants are lower than projected due to the slowing of the Water and Wastewater Expansion.



RESOURCES - BUDGET TO ACTUAL BY FUND

AS OF MAY 31, 2024

	Year To Date	FY 2022-23 Budget	Budget Remaining	(92% lapsed) % Earned
GENERAL FUND				
BEGINNING FUND BALANCE	2,562,172	2,562,172	-	100.0%
PROPERTY TAXES	454,861	477,330	22,469	95.3%
SHARED REVENUES & GRANTS	168,915	1,200,000	1,031,085	14.1%
MOTEL TAXES (30%)	44,080	55,000	10,920	80.1%
CHARGES FOR SERVICES	9,346	17,700	8,354	52.8%
FRANCHISE FEES	98,874	90,775	(8,099)	108.9%
MISCELLANEOUS & OTHER INCOME	637,969	115,500	(522,469)	552.4%
	3,976,218	4,518,477	542,259	88.0%
CEMETERY FUND				
BEGINNING FUND BALANCE	48,422	48,422	-	100.0%
CHARGES FOR SERVICES	4,610	1,200	(3,410)	384.2%
INTERFUND TRANSFERS - IN	20,000	20,000	-	
MISCELLANEOUS & OTHER INCOME	-	700		
	73,032	70,322	(3,410)	103.9%
STREETS FUND				
BEGINNING FUND BALANCE	1,456,315	1,456,315	-	100.0%
SHARED REVENUES & GRANTS	191,857	175,000	(16,857)	109.6%
FRANCHISE FEES	220,104	210,525		
MISCELLANEOUS & OTHER INCOME	27,880	16,000	(11,880)	174.3%
	1,896,156	1,857,840	(28,737)	102.1%
TOURISM FUND				
BEGINNING FUND BALANCE	302,150	302,150	-	100.0%
MOTEL TAXES	102,854	120,000	17,146	85.7%
MISCELLANEOUS & OTHER INCOME	-	3,600	3,600	
	405,004	425,750	20,746	95.1%
COMMUNITY DEVELOPMENT FUND				
BEGINNING FUND BALANCE	724,359	724,359	-	100.0%
CHARGES FOR SERVICES	85,455	55,000	(30,455)	155.4%
ADVANCED PLANNING FEES	116,806	70,000	(46,806)	166.9%
MISCELLANEOUS & OTHER INCOME	3,022	8,100	5,078	37.3%
	929,642	857,459	(72,183)	108.4%
INDUSTRIAL/ECONOMIC DEVELOPMENT				
BEGINNING FUND BALANCE	533,100	533,100	-	
INDUSTRIAL SITE LEASES / SALES	35,212	120,000	84,788	29.3%
MISCELLANEOUS & OTHER INCOME	29,771	52,200	22,429	57.0%
	598,083	705,300	107,217	84.8%
RESERVE FUND - WATER/SEWER				
BEGINNING FUND BALANCE	126,000	126,000	-	100.0%
INTERFUND TRANSFERS - IN	300,000	300,000	-	100.0%
	426,000	426,000	-	100.0%
DEBT RESERVE FUND				
BEGINNING FUND BALANCE	193,503	193,503	-	100.0%
	193,503	193,503	-	100.0%
SDC FUND				
BEGINNING FUND BALANCE	2,845,840	2,845,840	-	100.0%
SYSTEM DEVELOPMENT CHARGES	1,665,994	765,983	(900,011)	217.5%
INTERFUND TRANSFERS - IN	350,000	350,000		100.0%
	4,511,834	3,961,823	(900,011)	113.9%
WATER FUND				
BEGINNING FUND BALANCE	809,725	809,725	-	100.0%
GRANT REVENUE	6,016,539	9,347,526	3,330,987	64.4%
CHARGES FOR SERVICES	834,511	804,950	(29,561)	103.7%
MISCELLANEOUS & OTHER INCOME	26,721	56,500	29,779	47.3%
INTERFUND TRANSFERS - IN	400,000	400,000	-	100.0%
	8,087,496	11,418,701	3,331,205	70.8%
SEWER FUND				
BEGINNING FUND BALANCE	1,661,094	1,661,094	-	100.0%
GRANT REVENUE	9,006,863	11,302,500	2,295,637	79.7%
CHARGES FOR SERVICES	841,329	800,000	(41,329)	105.2%
MISCELLANEOUS & OTHER INCOME	6,837	10,500	3,663	65.1%
	11,516,123	13,774,094	2,257,971	83.6%



FINANCIAL SUMMARY May 31, 2024

TOTAL EXPENDITURES - BUDGET TO ACTUAL

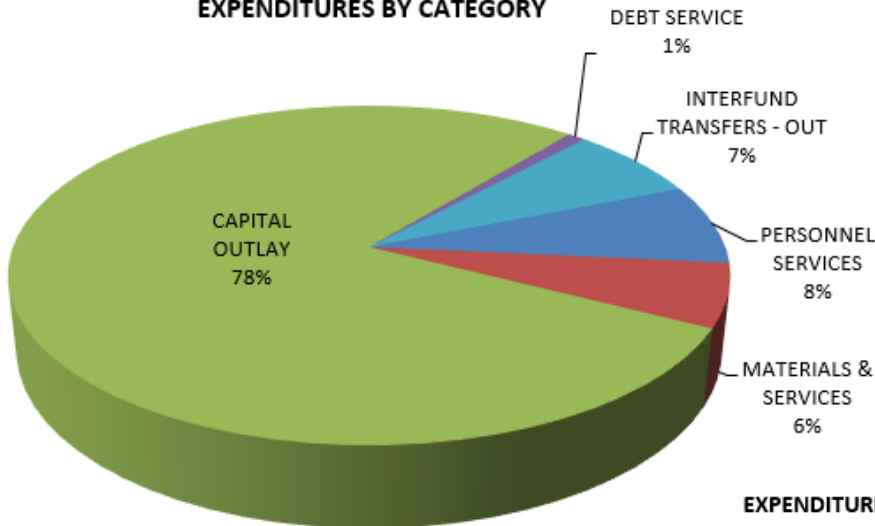
AS OF MAY 31, 2024

	Year To Date	FY 2022-23 Budget	Budget Remaining	(92% lapsed)
PERSONNEL SERVICES	1,163,648	1,563,327	399,679	74.4%
MATERIALS & SERVICES	923,436	1,750,604	827,168	52.7%
CAPITAL OUTLAY	11,974,232	22,735,026	10,610,794	52.7%
DEBT SERVICE	141,015	231,768	90,753	60.8%
INTERFUND TRANSFERS - OUT	1,070,000	1,070,000	-	100.0%
	15,272,331	27,350,725	11,928,394	55.8%

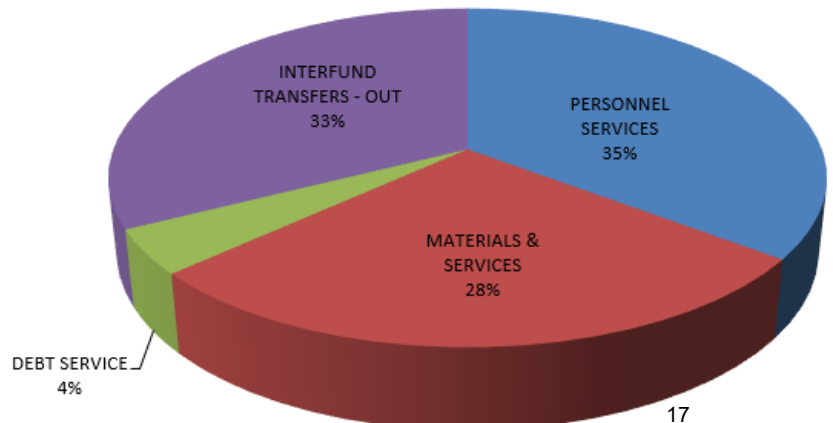
FINANCIAL HIGHLIGHTS – EXPENDITURES:

- All interfund transfers have been made for the year.
- Staff is happy to report that expenditures are much lower than projected.

EXPENDITURES BY CATEGORY



EXPENDITURES BY CATEGORY EXCLUDING CAPITAL OUTLAY



EXPENDITURES - BUDGET TO ACTUAL BY FUND

AS OF MAY 31, 2024

	Year To Date	FY 2022-23 Budget	Budget Remaining	(92% lapsed) % Expended
GENERAL FUND				
PERSONNEL SERVICES	155,782	220,895	65,113	70.5%
MATERIALS & SERVICES	123,436	323,500	200,064	38.2%
CAPITAL OUTLAY	238,891	1,075,000	836,109	22.2%
DEBT SERVICE	44,482	38,695	(5,787)	115.0%
INTERFUND TRANSFERS - OUT	420,000	420,000	-	100.0%
	982,591	2,078,090	1,095,499	47.3%
CEMETERY FUND				
MATERIALS & SERVICES	10,518	34,900	24,382	30.1%
CAPITAL OUTLAY	9,123	10,000	877	91.2%
	19,641	44,900	25,259	43.7%
STREETS FUND				
PERSONNEL SERVICES	107,910	152,606	44,696	70.7%
MATERIALS & SERVICES	133,385	293,235	159,850	45.5%
CAPITAL OUTLAY	20,743	230,000	209,257	9.0%
	262,038	675,841	413,803	38.8%
TOURISM FUND				
MATERIALS & SERVICES	81,689	120,700	39,011	67.7%
CAPITAL OUTLAY		75,000	75,000	0.0%
INTERFUND TRANSFERS - OUT	-	-	-	0.0%
	81,689	195,700	114,011	41.7%
COMMUNITY DEVELOPMENT FUND				
PERSONNEL SERVICES	241,719	321,270	79,551	75.2%
MATERIALS & SERVICES	95,824	101,463	5,639	94.4%
CAPITAL OUTLAY	17,558	75,000	57,442	23.4%
	355,101	497,733	142,632	71.3%
INDUSTRIAL AND ECONOMIC DEVELOPMENT				
MATERIALS & SERVICES	62,059	233,225	171,166	26.6%
CAPITAL OUTLAY		150,000		
	62,059	383,225	171,166	16.2%
WATER FUND				
PERSONNEL SERVICES	328,673	432,770	104,097	75.9%
MATERIALS & SERVICES	158,862	286,395	127,533	55.5%
CAPITAL OUTLAY	5,944,293	9,752,526	3,808,233	61.0%
DEBT SERVICE	96,533	193,073	96,540	50.0%
	6,528,361	10,664,764	4,136,403	61.2%
SEWER FUND				
PERSONNEL SERVICES	329,564	435,786	106,222	75.6%
MATERIALS & SERVICES	257,663	357,186	99,523	72.1%
CAPITAL OUTLAY	5,743,624	11,367,500	5,623,876	50.5%
INTERFUND TRANSFERS - OUT	650,000	650,000	-	0.0%
	6,980,851	12,810,472	5,829,621	54.5%

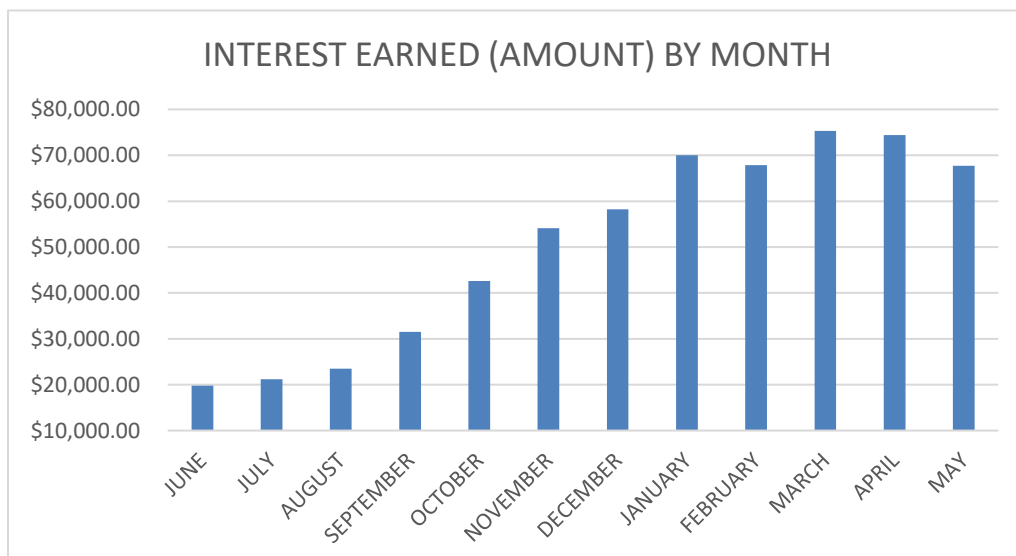
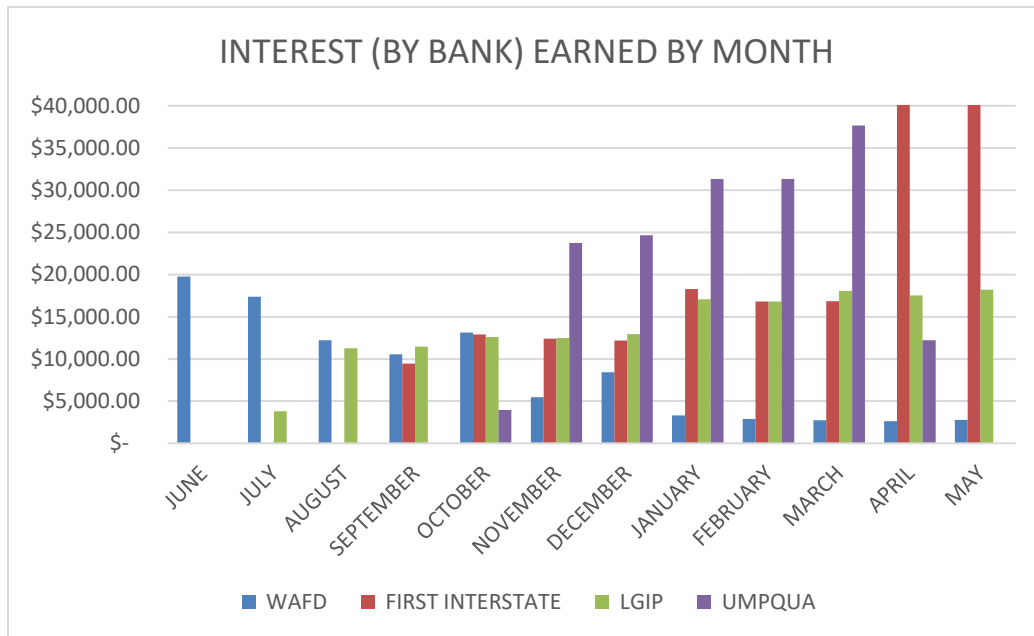


City Interest Income Revenue Report

June 2023 – May 2024

City Bank Balances – 05/31/2024

Bank	5/31/2024	Rate
LGIP	\$ 4,134,085.99	5.20%
FIB	\$ 9,536,031.36	5.20%
FIB Checking	\$ 2,699,911.39	0.40%
WAFD	\$ 1,123,833.43	2.94%
WAFD Checking	\$ 2,830,825.10	
Xpress	\$ 20,270.70	0.00%
	\$ 20,344,957.97	



George Potter and Christy Clark
50940 Huntington Rd.
La Pine, OR. 97739

208-503-2131 (text)

Governor Tina Kotek
Office of the Governor
900 Court St. , Suite 254
Salem, OR 97301-4047

July 10, 2024

Cc: Senator Ron Wyden
Senator Jeff Merkley
Mayor Daniel Richer
La Pine Oregon City Council
Deschutes County Commissioners: Patti Adair, Tony DeBone, Phil Chang
Deschutes County Sheriff Shane Nelson
BLM Prineville District Office

Subject: LA PINE TRANSIENT CONCERNS ESCALATING: FIRES, TRASH, PHYSICAL
THREATS

This letter is to express our frustration with the lack of any meaningful response to the growing transient squatter problem in the publicly owned BLM forest surrounding La Pine.

Having just experienced the Darlene Fire AGAIN! first hand with the flames within a quarter mile of our home it's obvious that the authorities are not offering any solutions to this growing danger.

We have been residents of the La Pine community for the past 10 years after retiring and moving here from the Oregon coast. The availability of the public lands and all they have to offer seemed like a wonderful opportunity to avail ourselves of the central Oregon lifestyle that is promoted and encouraged.

Now, however, we feel like prisoners in our home. Summers have become a nightmare with the constant looming threat created by the transient issue. The forest roads where we used to walk or ride horses have become more inhospitable with each year. They are littered with trash, abandoned or burned out RVs and garbage and sewage dumps where squatters have been residing.

We are afraid to leave our home for fear that another fire will be started in our absence or our property is at risk for burglary or vandalism. Home insurance continues to rise as the threat of fires caused by human negligence increases. Our children and friends do not feel safe to visit us and enjoy the area. We and our neighbors have been threatened by armed individuals and told to leave the area because we were trespassing on their private property.

I have purposely not referred to them as homeless because I believe there is a distinct difference between those who are homeless because of difficult situations and these people who choose be destructive to the environment, confrontational and intimidating to the community. Our chance interactions have been with highly aggressive individuals, often armed, who have no regard for the land and forest and take no responsibility for their actions or the

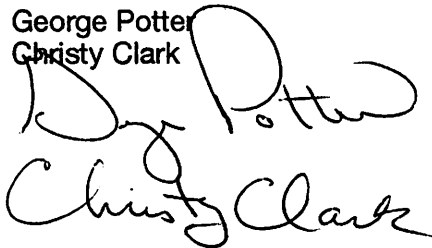
lives of others. Many of the camps have been existed for months or years in spite of the BLM 14 day camping limit.

We and our neighbors have repeatedly spoken with the BLM or Deschutes County officers. Each claim to be sympathetic to the issue but claim to have neither the authority or manpower to act so the problem continues to grow. I can only imagine the millions of dollars that have been spent to contain these fires and still the forest burns closer and closer to our homes.

Your review and response to this situation is necessary as a public official. We encourage you to attend the La Pine city council meeting scheduled for July 24. We will be there with other concerned citizens to present ideas and discuss this issue.

Sincerely,

George Potter
Christy Clark

The block contains two handwritten signatures. The first signature, 'George Potter', is written in a cursive style with a large, looping 'P'. The second signature, 'Christy Clark', is also in cursive, with a large 'C' and a long, sweeping underline.



CITY OF LA PINE

STAFF REPORT

Meeting Date: July 24, 2024

TO: City Council

FROM: Geoff Wullschlager, City Manager 

SUBJECT: COIC IGA - Spec. Building Project

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

Councilmembers:

Please find attached the following documents with relation to the COIC construction management contract we discussed at our June 26th, 2024, meeting.

1. Draft Contract
2. Liability Declaration - \$10,000,000.00 total
3. COIC explanation of coverage thread

COIC has provided us with an explanation of coverage which extends to \$10,000,000.00 and includes errors and omissions coverage.

Please review and consider approval to enter into the agreement that is not to exceed, \$165,000.00 for management of the construction of our state funded Spec Building Project, of which the state has provided the City with \$1,500,000.00 with no limitation on fund expenditure categories so long as it supports the project. As such we intend to take the construction management cost out of the award but are concurrently applying for grant funds to mitigate this soft cost. Please recall, that the COIC team consists of finance and payroll managers that are required to oversee the federal prevailing wage requirements, project managers and planners that will free up staff time to continue our regular planning and administrative duties, and construction and legal experts that will ensure that we are getting the best possible price and product. Please recall that COIC is already under contract with us for payroll and grant management for the water and sewer project.

INTERGOVERNMENTAL AGREEMENT
La Pine Small Business Incubator Building Project Management

PARTIES:

Central Oregon Intergovernmental Council
334 NE Hawthorne Ave.
Bend, Oregon, 97701

(“COIC”)

City of La Pine
16345 Sixth Street
La Pine, Oregon 97739

(“City”)

RECITALS:

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

IT IS, THEREFORE AGREED:

1. Term

This agreement will be effective June 1st, 2024. This is known as the Effective Agreement Date. The agreement will continue until December 31, 2025.

2. Services

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

3. Reimbursement and Do Not Exceed Amount

City shall reimburse COIC for costs not to exceed \$165,000.00 in performing the Scope of Work and at rates as specified in Exhibit A. Specific reimbursement amounts and payment terms are detailed in Exhibit B, Payment for Work, attached hereto and incorporated herein by reference.

The rates may be reviewed and amended if necessary and subject to agreement by COIC and City.

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

4. Invoicing and Payment Schedule

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

5. Execution of Work

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

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

6. Books and Records

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

7. Termination

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

8. Litigation

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

9. Indemnity and Insurance

9.1 COIC agrees to indemnify, defend, and hold harmless City from all claims, lawsuits and actions of whatever nature brought against it, which arise from COIC's performance or omissions under this Agreement. COIC shall not be required to indemnify City for any such liability arising out of negligent acts or omissions of City, its employees, or representatives. Failure to supervise on the part of City shall not constitute a defense to the indemnity obligation imposed by this provision. This

provision is subject to the limitations, if applicable, set forth in Article XI, Section 10 of the Oregon Constitution and in the Oregon Tort Claims Act, ORS 30.260 to 30.300.

9.2 As to this Agreement, City will defend and indemnify COIC, and each present and future employee, director, officer, agent, board member, and authorized representative of COIC, for, from, and against any and all claims, actions, proceedings, damages, liabilities, injuries, losses, and expenses of every kind, whether known or unknown, including, without limitation, reasonable attorneys' fees, resulting from or arising out of, whether directly or indirectly, (i) state or federal anti-trust violations, (ii) damage to person or property caused directly or indirectly by the intentional misconduct, recklessness or negligence of City and/or City's Representatives, and or/ (iii) City's failure to pay any tax arising out of or resulting from either party's performance under the Agreement. Contractor's indemnification obligation provided in this Section will survive the termination of this Agreement.

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

10. Successors & Assigns

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

11. No Partnership

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

12. Compliance with Applicable Laws

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

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

13. Tax Compliance

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

14. Severability

The parties agree that if any term or provision of this agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular term or provision held to be invalid.

15. Force Majeure

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

16. Waiver

The failure of either party to enforce any provision of this agreement shall not constitute a waiver by that party of that or any other provision.

17. Ownership

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

18. Other Provisions

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

19. Attachments

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

Exhibit A – Scope of Work

Exhibit B – Payment for Work

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

CENTRAL OREGON
INTERGOVERNMENTAL COUNCIL

CITY OF LA PINE

By _____
Tammy Baney, Executive Director
Central Oregon Intergovernmental Council

By _____
Geoff Wullschlager, City Manager
City of La Pine

Date _____

Date _____

EXHIBIT A
SCOPE OF WORK
Project Management & Labor Standards Monitoring Services

1. Project Overview

The City of La Pine and their partner Sunriver-La Pine Economic Development (SLED) are planning to plan/design/construct a pre-engineered light industrial building in the La Pine Industrial Park. This state-funded initiative aims to stimulate local small business growth by providing a multi-tenant incubator space. The 9,000 sq. ft. building will feature individual utilities for each tenant and support light manufacturing with its 20-foot ceilings and robust electrical system. The project scope encompasses associated site amenities like parking and landscaping.

The City and SLED have requested that COIC prepare a proposal to serve as the project manager for this project. COIC, as the project manager, will manage project planning and procurement, and will manage any associated contracts to oversee design, site plan approval, and construction; as well as perform required labor standards monitoring. Due to the nature of this effort, COIC and project proponents assume a design-build project delivery method. The overall project budget is \$1.5M plus interest accrued on this funding. Early estimates suggest that this budget may not cover all costs so COIC and the project proponents will reassess resources and costs upon receipt of a firm cost estimate. The project timeline targets design completion by winter, groundbreaking in spring 2025, and completion within the same year. This project represents a significant investment in La Pine's economic future, demonstrating the City and COIC's commitment to fostering local business success.

2. COIC's Overall Role

The Central Oregon Intergovernmental Council, established in 1972, is a trusted regional leader that facilitates collaboration and shared services among its member communities. It provides technical assistance, information sharing, and resource development to member counties (Crook, Deschutes, Jefferson), cities (Bend, Culver, La Pine, Madras, Metolius, Prineville, Redmond, Sisters), and the Confederated Tribes of Warm Springs.

COIC has led in several recent construction projects, including:

- Hawthorne Station Improvements: This project aims to improve efficiency by relocating the majority of the buses queuing on 4th Street and Hawthorne Avenue to within the station.
- CORE3: A dedicated emergency coordination center and public safety collaborative training facility for local, state, and federal public safety and emergency management personnel.
- CET's Redmond Mobility Hub: A regional transportation hub located in Redmond, Oregon.

3. General Tasks

COIC role

COIC's comprehensive project management services will ensure a smooth, efficient, and well-coordinated project. COIC will:

- Manage all project procurements, including the primary design-build contract and any other necessary contracts.
- Serve as lead project manager and coordinator, serving as an “owners’ representative”, and ensuring excellent engagement, communication, and collaboration among all project partners, contractors, and others interested or affected. This includes any support for the City and SLED with overall public and stakeholder involvement needs.
- Closely monitor labor standards for compliance and safety.
- Prepare timely project reports in order to facilitate:
 - City contractor payments
 - Any required reporting to the State/funder.

City and SLED roles

While COIC will manage procurement and contracts, the City will:

- Hold all relevant project contracts
- Pay contractors as per the terms of the contracts (after receiving sufficient reporting from COIC to justify payments)
- Serve on the project coordination team and participate in meetings.

SLED will also serve on the project coordination team to represent the interests of the business community. Further, the City and SLED will maintain the following roles:

- **Defining the vision and scope.** Set the project's goals and size, ensuring it aligns with your vision for economic development.
- **Approving budgets and key decisions.** Have final say on the budget, design changes, and change orders.
- **Defining risk tolerance.** While COIC will manage risks, determine acceptable risk tolerance, ensuring a balance between progress and caution.
- **Communicating, engaging, and collaborating with stakeholders and the public.** This could include potential tenants, residents, or regulatory bodies.
- **Accepting the final project.** Upon completion, your final approval ensures the incubator meets your vision and specifications.

4. Project Approach

COIC and selected contractors, with City/SLED guidance, will utilize the following Project Approach:

- **Pre-Planning:** Define project objectives, scope, and constraints; develop a preliminary budget and schedule; conduct a site assessment; convene stakeholder

meetings; establish a project team; identify requirements of Authorities Having Jurisdiction (AHJs); and create a preliminary project plan.

- **Planning:** Develop a detailed project plan and schedule, identify milestones and critical activities, also covering public and stakeholder engagement needs and opportunities, procure contractors and suppliers, and establish communication and reporting procedures.
- **Construction:** Conduct regular meetings and site visits, review drawings and submittals, coordinate testing and inspections, manage subcontractors and suppliers, handle progress billings, address changed conditions, track progress, modify plans as needed, manage change orders, and report to stakeholders.
- **Completion:** Coordinate final inspections and approvals and prepare project closeout documentation.

COIC will also conduct Labor Standards Monitoring, ensuring compliance throughout the project lifecycle.

5. COIC's Team

The COIC team assigned to this project includes:

Name	Title	Project Role
Scott Aycock	CED Director	Project Manager
Nick Tierney	CED Program Coordinator	Project Coordinator
Michelle Williams	Deputy Director	General Oversight
Tom Lange	Fiscal Administrator	Fiscal Oversight
James Chaney	COIC Staff Attorney	Senior Project Manager/Advisor
Gary Farnsworth	Independent Contractor	Senior Project Manager/Advisor

EXHIBIT B PAYMENT FOR WORK

B.1 Basis for Compensation

COIC's proposal will not exceed \$165,000 for the following:

- Project Management and Assistance: \$137,000 (9.5% of project budget)
- Labor Standards Monitoring: \$28,000 (1.85% of project budget)

COIC will do everything possible to keep the costs lower.

B.2 Payment for Services

Invoices shall be submitted to City on or before the fifteenth of each month following each quarter for expenses incurred the quarter prior for work performed and payment will be made within 30 days of acceptance of work. Each invoice will state the hours spent on each unique project and staff person, billed as per the following hourly rates and do not exceed amounts:

Scott Aycock, CED Director: \$138/hr.
Nick Tierney, CED Program Coordinator: \$90/hr.
Labor Standards Monitoring Tech: \$80/hr.
Labor Standards Monitoring Oversight: \$138/hr.

Jim Chaney, COIC Staff Attorney: \$22,500 do not exceed
Gary Farnsworth, Independent Contractor: \$15,000 do not exceed

Total Do Not Exceed: \$165,000

B.3 Changes in the Scope of Project

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

B.4 Suspension or Abandonment of Project

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

Action: If Council supports the execution of the contract, please **make a motion to approve the Intergovernmental Agreement for Management of the La Pine Small Business Incubator Building Project, followed by a second and a roll call vote.**

SDIS Liability Coverage Declarations

Certificate Number: 39P30004-5190

Coverage Period: 1/1/2024 through 12/31/2024

Named Participant

Central Oregon Intergovernmental Council
334 NE Hawthorne Ave
Bend, OR 97701

Agent of Record

Great Basin Insurance-Klamath Falls
2300 Madison St.
Klamath Falls, OR 97603

SDIS Liability Coverage:	Description	Limit ⁽¹⁾	Deductible ^{(2) (3)}
	Per Occurrence Limit of Liability	\$10,000,000	None
	Per Wrongful Act Limit of Liability	\$10,000,000	None
	Annual Aggregate Limit of Liability	No Limit Except As Outlined Below	None

Additional Coverages: List only includes sublimited Additional Coverages. Unless indicated in Section III Additional Coverages, of the SDIS Liability Coverage Document, the following limits are not added to the above identified Limit(s) of Liability.

Coverage	Limit ⁽⁴⁾	Participant Limit ⁽⁵⁾	All Participants Limit ⁽⁶⁾	Deductible	Contribution
Ethics Complaint Defense Costs	\$5,000	\$5,000		None	Included
EEOC/BOLI Defense Costs	\$10,000,000			None	Included
Limited Pollution Coverage	\$250,000	\$250,000		None	Included
Injunctive Relief Defense Costs	\$25,000	\$25,000	Not Applicable ⁽⁷⁾	None	Included
Criminal Defense Costs	\$100,000	\$100,000	\$500,000	None	Included
Premises Medical Expense	\$5,000	\$5,000		None	Included
Fungal Pathogens (Mold) Defense Costs	\$100,000	\$100,000		None	Included
Applicators Pollution Coverage	\$50,000	\$50,000		None	Included
Lead Sublimit Defense Costs	\$50,000	\$50,000	\$200,000	None	Included
Marine Salvage Expense Reimbursement	\$250,000	\$250,000		None	Included
Communicable Disease Defense	\$50,000	\$50,000	\$2,000,000	None	<u>Included</u>
				Total Contribution:	\$87,610

Reference

- (1) Subject to a \$25,000,000 maximum limit for all SDIS Trust Participants involved in the same Occurrence or Wrongful Act.
 (2) Subject to a \$10,000 controlled burn deductible for failure to follow DPSST guidelines.
 (3) Subject to a \$25,000 Employment Practices Deductible when SDIS not contacted for legal advice prior to termination.
 (4) Named Participant's maximum limit per Occurrence or Wrongful Act.
 (5) Named Participant's maximum limit for the Coverage Period.
 (6) Maximum limit of coverage, for all SDIS Trust Participants for the Coverage Period. Does not apply to Injunctive Relief Defense Costs (7).
 (7) Maximum limit of coverage, for all SDIS Trust Participants involved in the same Occurrence or Wrongful Act, is \$100,000.

Forms applicable to Named Participant: SDIS Liability Coverage Document - 01/01/2024

This certificate is made and is mutually accepted by the Trust and Named Participant subject to all provisions, stipulations, and agreements which are made a part of the SDIS Liability Coverage Document. This certificate only represents a brief and incomplete summary of coverage. Other conditions and exclusions apply as described in the SDIS Liability Coverage Document. Titles are provided for convenience of reference and shall not be deemed to in any way to limit or affect the provisions to which they relate.

Countersigned by:



Date: January 01, 2024

Authorized Representative

Property and Casualty Coverage for Education Trust

From: [Scott Aycock](#)
To: [Geoff Wullschlager](#)
Cc: [Tom Lange](#); [Nick Tierney](#)
Subject: Fw: COIC Coverage Question
Date: Tuesday, July 2, 2024 11:53:02 AM
Attachments: [Outlook-o3n1hoon.png](#)
[image001.png](#)
[image002.png](#)
[COIC Liability Dec Page 1.1.24 - 12.31.24.pdf](#)

Geoff,

See the email thread below. We have confirmed that our general liability coverage includes E&O. Our insurance provider is on vacation and was communicating with us from a boat (!), so we couldn't get a letter just yet, but there you go.

FYI that our general liability coverage is for up to \$10 million - see attached.

Scott

Scott Aycock

Community and Economic Development Director
Central Oregon Intergovernmental Council (COIC)
he/him/his

541-390-4653
scotta@coic.org
334 NE Hawthorne Ave.
Bend, OR 97701



From: Tom Lange <tlange@Coic.org>
Sent: Tuesday, July 2, 2024 10:58 AM
To: Scott Aycock <scotta@Coic.org>
Subject: Fw: COIC Coverage Question

Hi Scott,

I wanted to provide confirmation regarding our insurance coverage for the La Pine SBI project.

Our carrier has verified that our existing policy does not exclude E&O coverage. Therefore, it is indeed covered for this work.

Also, our agent has confirmed this with underwriting. While E&O is not explicitly outlined, it is not excluded, and therefore, it falls within the coverage limits as long as there is a contract in place.

Nearly everyone in their office is out this week and our agent was working off his boat, I don't think we'll be able to get formal letter stating the same. Can we provide the email from our agent in leu of a formal letter?

Thank you,
Tom Lange
Fiscal Services Administrator
he/him/his



Central Oregon Intergovernmental Council
1250 NE Bear Creek Rd
Bend, Oregon 97701
Office: 541.548.9524
Cell: 435.559.0247
tlange@coic.org
www.coic.org

From: Bill Gilmore <bill.gilmore@gr8basin.com>
Sent: Tuesday, July 2, 2024 10:44 AM
To: Tom Lange <tlange@Coic.org>
Cc: Malissa Castaneda <malissa.castaneda@gr8basin.com>
Subject: Re: COIC Coverage Question

Hello Tom,

Coverage for this project has been confirmed by our carrier. Although E & O is not specifically outlined, it is not excluded and therefore covered so long as there is a contract in place and within the limits of coverage.

Let me know if there are additional questions.

Thanks
Sent from my iPhone

From: Tom Lange <tlange@Coic.org>
Sent: Monday, July 1, 2024 11:39 AM
To: Bill Gilmore <bill.gilmore@gr8basin.com>
Subject: COIC Coverage Question

Hi Bill,

Can you tell me if COIC carries Errors and Omissions insurance with our policy? I don't see anything in our policy specifically calling it out but do see one of the 'Member Benefits' is 'Professional Services Contract'. If that does cover E&O, could you provide me with coverage details?

<image002.png>

We are working with the City of La Pine on a PSA to provide construction management services and the question came up.

Thank you,
Tom Lange
Fiscal Services Administrator
he/him/his

<image001.png>
Central Oregon Intergovernmental Council
1250 NE Bear Creek Rd
Bend, Oregon 97701
Office: 541.548.9524
Cell: 435.559.0247
tlange@coic.org
[https://link.edgepilot.com/s/24edb70e/wwwGLPIJeEayqXPHhUkYTQ?
u=http://www.coic.org/](https://link.edgepilot.com/s/24edb70e/wwwGLPIJeEayqXPHhUkYTQ?u=http://www.coic.org/)

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CITY OF LA PINE

STAFF REPORT

Meeting Date: July 24, 2024

TO: City Council

FROM: Ashley Ivans, Assistant City Manager

SUBJECT: Petition Received

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

Councilmembers,

Last week the City received a petition from 7 citizens concerned about quality-of-life policing methods. The petition is included with this staff report. These citizens are requesting that the City continue to maintain quality-of-life policing. The City's charter does not address petitions, and the state requires 15% of City Registered Voters validated signatures to consider an initiative or referendum. For more information about the state requirements, please visit: <https://sos.oregon.gov/elections/Pages/locallaw.aspx>

Further, as you are aware, the City does not have a police force or any governance over the policing of the City. I have called all of the petitioners that the City has contact information for and advised them that the best place for their petition would be the Deschutes County Sheriff, Deschutes County District Attorney's office and the Oregon State Police.

Overall, I felt it was important to make the Council aware of the Citizen's concerns and advise that staff had provided the best routes possible to our constituents to further this petition.

There is no further action needed from the Council.

OFFICIAL PETITION
TO
COUNCIL MEMBERS
LA PINE, OR

City of La Pine
Po Box 2460
La Pine, OR 97739-2460

To Members of the La Pine City Council:

There is a national movement underway to cut back on quality-of-life policing methods such as making arrests for vandalism, littering, loitering, vagrancy, public intoxication, and other quality of life violations.

As a registered voter in La Pine, I urge you to maintain all quality-of-life policing methods, vigorously defend these methods, support our police in enforcement of quality-of-life violations, and make sure our district attorney is fully behind quality-of-life policing methods.

Quality of life policing, as well as pro-active policing methods, have cleaned up and maintained order in many neighborhoods in our city and helped reduce more serious crime nationwide between 1985 and 2015 by over 50%.

Mr. Joseph Petrelli

Mrs. Donna Shelby

Mr. Lawrence Larson

Mr. Gary Ennis

Ms. Nicki Vandiver

Mrs. Doris Davis

Mr. Joseph Vincent Petrelli , lli




CITY OF LA PINE

STAFF REPORT

Meeting Date: July 24, 2024

TO: City Council

FROM: Geoff Wullschlager, City Manager 

SUBJECT: Fire Restrictions and Enforcement Letter(s)

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

Councilmembers:

With the heightened awareness and concern regarding wildfire and its effects upon the community, and recent prohibitions and enforcement actions being undertaken by both federal and local jurisdictions, letters of continued support have been drafted for your consideration.

These letters will be, upon Council approval, delivered to both the Board of County Commissioners and the Deschutes County Sherriff to express city support for their efforts in protecting the City of La Pine and adjacent areas outside of our jurisdiction.

Please comment and make any amendments necessary or preferred during consideration under new business.

Action:

If in support, please **make a motion to Approve the Fire Restriction and Enforcement Letter(s), followed by a second** and a vote of the Council. This need not be a roll call vote.



July 24th, 2024

Board of County Commissioners
1300 NW Wall St.
Bend, OR 97703

Re: Fire Restrictions and Enforcement

Dear Esteemed Commissioners:

We, the undersigned members of the La Pine City Council, would like to offer our support to the Board of Commissioners in our ongoing and combined efforts of ensuring public safety as it relates to wildland fire.

We would also like to express our enthusiasm for the establishment and continuance of public use fire restrictions by both federal and local jurisdictions, and enforcement actions associated with reckless burning.

In the interest of our citizens, and the integrity of our community, we feel that measures which convey quantifiable response for acts of endangerment are warranted and necessary during this fire season, and we appreciate the actions taken by both the BoCC and associated County agencies in this regard.

We endeavor to continue our partnership with you in providing responsive governance and protection of health and human safety and thank you for your contributions as such.

Daniel Richer, Mayor

Cathi Van Damme, Council President

Mike Shields, Councilor

Courtney Ignazzitto, Councilor

Karen Morse, Councilor



July 24th, 2024

Deschutes County Sheriff's Office
c/o Sheriff Nelson
63333 West Hwy 20.
Bend, OR 97703

Re: Fire Restrictions and Enforcement

Dear Sheriff Nelson:

We, the undersigned members of the La Pine City Council, would like to offer our support to the Sheriff's Department in our ongoing and combined efforts of ensuring public safety as it relates to wildland fire.

We would also like to express our enthusiasm for the enforcement actions taken by local, state, and federal law enforcement, associated with fire restrictions and reckless burning.

In the interest of our citizens, and the integrity of our community, we feel that measures which convey quantifiable response for acts of endangerment are warranted and necessary during this fire season, and we appreciate the actions taken by your department and partnered law enforcement agencies.

We endeavor to continue our partnership with you in providing responsive governance and protection of health and human safety and thank you for your contributions as such.

Daniel Richer, Mayor

Cathi Van Damme, Council President

Mike Shields, Councilor

Courtney Ignazzitto, Councilor

Karen Morse, Councilor



CITY OF LA PINE

STAFF REPORT

Meeting Date: July 24, 2024
TO: City Council
FROM: Brent Bybee, Principal Planner
SUBJECT: TGM Grant Letter of Support

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

Councilmembers,

Proposal:

Through the La Pine 2045 Comprehensive Plan update, staff identified the need for an updated TSP. Planning Staff requests a letter of support from the La Pine City Council, as the city applies for the Transportation Growth Management grant opportunity with the Department of Land Conservation and Development, and the Oregon Department of Transportation.

Background:

The City of La Pine has prioritized updating all relevant long-range plans that will better prepare the community for the level of development that will occur into the future. With La Pine being the second fastest growing city in the state, and the development pressure from Bend, our Transportation System Plan must be updated to remit policies or language that are either outdated or inaccurate from when the City initially adopted the TSP in 2013. New policies and language will ensure the community's needs are met.

Through a visioning process with the community in the latter part of 2023, infrastructure and traffic management were identified as the number one priorities at the top of the list for the community's vision statement. An update to the TSP would not only be timely with the Comprehensive Plan update already underway, but is also urgent due to the current traffic concerns and the level of future development that will burden an already outdated plan.

Planning Staff will be applying for the TGM grant by the end of July, with a request of \$225,000 in funding. As part of the application process, one of the requirements is a letter of support from the governing body, and letters of support from the community. It is of note that the City of La Pine faces measured competition for this grant as Wasco County, the City of Redmond, and the City of The Dalles are vying for the same award funds. Support from the City Council would further demonstrate the need for an updated TSP.

Recommended Motion:

I move approve the Transportation Growth Management Grant letter of support as presented by Planning Staff, with a signature provided by the Mayor or City Manager.



July 24, 2024

Department of Land Conservation and Development
635 Capitol Street NE, Suite 150
Salem, OR 97301

Subject: TGM Grant Authorization Letter for the City of La Pine

La Pine City Council supports the proposal submitted by the Planning Department for funding from the Transportation Growth Management Grant offered by the Department of Land Conservation and Development and Oregon Department of Transportation. The efforts that the City is initiating to update the Transportation System Plan (TSP) is of high priority as Central Oregon continues to grow.

The City of La Pine is the youngest city in the state, with an incorporation date of 2006. The La Pine TSP was originally adopted in 2013, with minor updates in 2021. The 2013 TSP was a great starting point for the transition from Deschutes County to the city, but there are many parts of the plan that are now either inaccurate or out of date. In the last 11 years, La Pine has experienced pronounced growth and development. In 2023, the population was calculated by the Portland State Population Research Center at 3,126. 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. According to the Portland State Population Research Center, from 2022 to 2023, La Pine ranked 2nd in the state for growth. Portland State conservatively forecasts the population to increase in La Pine by 87% in the next 25 years. It is of note that within the Newberry Neighborhood master planned development area, approximately 367 acres of residentially zoned land remains undivided, and could be developed at any time.

Additionally, the Planning Department has initiated a full comprehensive plan update (La Pine 2045), aimed to better position the city for the pronounced growth that will occur over the coming years. La Pine 2045 incorporated a visioning process that harbored input from the community through survey responses. The top priority of the citizens within the city is an investment in infrastructure and traffic management. A full TSP update will coincide with the comprehensive plan update that is slated to be completed in June of 2025, and will help to address the community's top priority.

In light of these facts and forecasts, it is indicative that a full TSP update is not only timely with the comprehensive plan update already underway, but also urgent due to the pronounced growth and challenges that our community is currently facing. Accomplishing a full TSP update will not only ensure the community's vision is carried out into the future to shape the City of La Pine, but also ensure that the integrity of the community is maintained.

Sincerely,

The La Pine City Council

Daniel Richer, Mayor