



CITY OF LA PINE, OREGON REGULAR CITY COUNCIL MEETING

Wednesday, October 12, 2022, at 5:00 PM

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

Available online via Zoom: <https://us02web.zoom.us/j/83889128784>

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

AGENDA

CALL TO ORDER

ESTABLISH A QUORUM

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS

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

JOINT BOCC AND CITY COUNCIL MEETING

BUSINESS:

1. Newberry Neighborhood Update (Quadrants 2, 3, 4)
2. La Pine Industrial Park Update
3. Coordinated Houseless Response Update
4. County Plan Updates
 - a. Comprehensive Plan
 - b. Transportation System Plan
5. Wickiup Park and Ride
 - a. Staff Report.....3.
 - b. Intergovernmental Agreement for Wickiup Park and Ride.....4.

OTHER ITEMS NOT ON AGENDA

REGULAR COUNCIL SESSION

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. 09.28.22 Regular City Council Meeting Minutes.....10.

PRESENTATIONS:

None

PUBLIC HEARING:

None

OLD BUSINESS:

- 1. Update to City Bank Account (Users).....14.

NEW BUSINESS:

None

PUBLIC COMMENTS

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

STAFF COMMENTS

MAYOR & COUNCIL COMMENTS

ADJOURNMENT

EXECUTIVE SESSION

None

EXECUTIVE SESSION

The public will not be permitted to attend the executive session; provided, however, representatives of the news media and designated staff will be allowed to attend the executive session. Representatives of the news media are specifically directed not to report on any of the deliberations during the executive session, except to state the general subject of the executive session as previously announced. No decision will be made in the executive session.



CITY OF LA PINE

STAFF REPORT

Meeting Date: October 12, 2022

TO: City Council – Board of County Commissioners

FROM: Geoff Wullschlager, City Manager

SUBJECT: Park and Ride (Wickiup) – Ownership/Site Management

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

e

Councilmembers and Commissioners:

Currently the City of La Pine (the city) and Deschutes County (the county) rely upon an active IGA for the operations and maintenance of the Wickiup Park and Ride located at the northwest corner of the intersection of U.S. Hwy. 97 and Burgess Rd. within the city of La Pine. This IGA was effective on August 1, 2018, and has a maturity of 10 (ten) years unless terminated earlier pursuant to Section 5. of the agreement. The agreement, under Section 5., may be terminated either upon mutual written agreement, or by either party within notice provisions contained therein. Termination may also be exercised upon acquisition of the Real Property by the city as specified under Section. 3.

The city wishes to pursue discussion regarding acquisition with the county, and/or its “Authorized Representative” (County Property Manager or Manager’s designee) to facilitate further site development and or maintenance activities to be executed by the city and or its designee(s).

The purpose of this subject discussion is to identify any matters that either party may want to be considered prior to the city’s furtherance of this request.

Action:

After discussion between the City Council and the Board of County Commissioners, please make a recommendation to city staff as to interest and intent of both bodies for further development of city acquisition.



**INTERGOVERNMENTAL AGREEMENT
FOR
WICKIUP PARK AND RIDE**

This Intergovernmental Agreement (Agreement) is made and entered into between Deschutes County, a political subdivision of the State of Oregon ("County"), P.O. Box 6005, Bend, OR 97708, and the City of La Pine, an Oregon municipal corporation ("City"), P.O. Box 2460, La Pine, OR 97739.

RECITALS:

1. WHEREAS, County and City are entering into this Intergovernmental Agreement for operation and maintenance of the Wickiup Park and Ride located at the northwest corner of the intersection of U.S. Highway 97 and Burgess Road, La Pine, OR; as more particularly identified on Exhibit A and
2. WHEREAS, County and City are authorized pursuant to ORS 190.003 through 190.110 to enter into an intergovernmental agreement for the performance of any or all functions which a party to the agreement, or its officers or agents, has the authority to perform; and
3. WHEREAS, County owns the Real Property more particularly identified on Exhibit A (the "Real Property"), which is commonly known as the Wickiup Park and Ride; and
4. WHEREAS, County and City believe that City can sufficiently operate and maintain the Real Property, and respond to the immediate needs thereof; and,
5. WHEREAS, through this Agreement, County entrusts City, and City will ensure that the Real Property will be preserved, managed, and utilized for a park and ride; now therefore,

IT IS HEREBY AGREED by and between County and City, for and in consideration of the mutual promises and covenants contained herein, as follows:

TERMS OF AGREEMENT:

1. *Effective Date.* This Agreement is effective August 1, 2018 (the "Effective Date").
2. *Term/Duration.* Subject to the terms and conditions of this Agreement, the Term of this Agreement will commence on the Effective Date and will continue for a term of ten (10) years unless terminated earlier pursuant to Section 5. This Agreement may be extended upon mutual written agreement of the parties.
3. *Control of Real Property.* Ownership of the Real Property shall remain with County. During the term of this Agreement, County vests in City full power and authority for the management, operation and maintenance of the park and ride facilities on the Real Property. However, at any time during the Term of this agreement, the City shall have the right to acquire fee simple ownership of the Real Property via donation from the County by notifying the County of its intent for acquisition, and fulfilling all legal requirements for such acquisition, including but not limited to: preparing and submitting all necessary land use applications for compliance with all applicable land use laws regarding land division and recordation of a final plat to create a

separate legal lot of record; preparation of a Donation Deed conveying all ownership and other interest from County to City; recording of such deed with the Deschutes County Clerk; and, any and all associated costs to meet the requirements for the transfer of ownership as specified herein.

4. *Hard Costs.* City shall be responsible for any and all Hard Costs incurred by City related to the operation and maintenance of the Real Property. If (and only if) deemed necessary and agreed to by the parties separate from this Agreement, County may participate in operation and maintenance of the Real Property.
5. *Termination.* This Agreement may be terminated at any time by the mutual written agreement of the parties. In addition, this Agreement may be terminated by either party for any reason or no reason upon sixty (60) days prior written notice to the other party. Termination of this Agreement shall not affect any obligations or liabilities accrued prior to such termination. Termination of this Agreement shall be effective immediately upon acquisition of the Real Property by the City as specified in Section 3, and all current and future obligations for management, operation and maintenance of the Real Property, including all associated costs and legal requirements, shall vest with the City.
6. *Limitation.* As applicable, this Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. This Agreement is made subject to any and all applicable federal, state, and local laws, regulations, and/or ordinances.
7. *No Partnership and Authorized Representative.* Neither party is, by virtue of this Agreement, a partner or joint venturer in connection with activities carried out under this Agreement, and shall have no obligation with respect to the other party's debts or any other liability or obligation of the other party of whatever kind or nature except as specifically provided herein.
 - 7.1. County's authorized representative for purposes of this Agreement shall be the Property Manager or the Manager's designee.
 - 7.2. City's authorized representative for purposes of this Agreement shall be the City Manager or the City Manager's designee.
8. *Insurance and Indemnification.*
 - 8.1. Each party will obtain and maintain insurance policies that provide adequate coverage for all risks normally insured against by each applicable party, or be self-insured in a manner that provides the same coverage.
 - 8.2. To the extent permitted by the Oregon Constitution, Article XI, Section 10, and to the extent permitted by the Oregon Tort Claims Act, ORS 30.260 to 30.300, County shall defend, indemnify and hold harmless City and City's current and future elected officials, officers, agents employees, and representatives harmless for, from, and against any and all claims, demands, lawsuits, or actions for damages, costs, losses, attorney fees and expenses, arising from County's torts, as the term "tort" is defined in ORS 30.260(8) and for any of County's breach and/or failure to perform any of the its representations, warranties, obligations, and/or covenants under this Agreement. County's indemnification obligation pursuant to this Section 11.2 will survive the termination of this Agreement.


- 8.3. To the extent permitted by the Oregon Constitution, Article XI, Section 10, and to the extent permitted by the Oregon Tort Claims Act, ORS 30.260 to 30.300, City shall defend, indemnify and hold harmless County and County's current and future elected officials, officers, agents employees, and representatives harmless for, from, and against any and all claims, demands, lawsuits, or actions for damages, costs, losses, attorney fees and expenses, arising from City's torts, as the term "tort" is defined in ORS 30.260(8) and for any of City's breach and/or failure to perform any of its representations, warranties, obligations, and/or covenants under this Agreement. City's indemnification obligation pursuant to this Section 11.3 will survive the termination of this Agreement.
9. *Representations.* County makes no representations or warranties as to the condition of the Real Property or its suitability for use, including, without limitation zoning designations, public facilities and utilities, available public services, infrastructure, and environmental conditions. City acknowledges that the Real Property shall be marketed by City and conveyed by County as described and agreed to herein "As Is".
10. *Mediation.* Any disputes under this Agreement that are not resolved by the parties through direct communication without Mediation as defined below will be promptly submitted to Mediation in Deschutes County, Oregon, prior to the commencement of litigation. The mediator will be named by mutual agreement of the parties or by obtaining a list of five (5) qualified persons from the parties and alternatively striking names. The mediator will have the duty and responsibility to assist the parties in resolving all issues submitted for Mediation. The parties agree to use commercially reasonable efforts to cooperate to resolve all matters in dispute with the assistance of the mediator. The expense of Mediation will be paid as follows: The parties will share the mediator's fees and expenses equally, unless they agree otherwise. Mediation will terminate by: a) written agreement signed by the parties, b) determination by the mediator that the parties are at an irresolvable impasse, or c) two unexcused absences by either party from the Mediation sessions. The mediator will never participate in any claim or controversy covered by this Section 13 as a witness or attorney and may not be called as a witness to testify in any proceeding involving the subject matter of Mediation. ORS 36.100 to 36.245 will apply to the entire process of Mediation as provided in this Section 13. The disputing party shall give the other party written notice of the dispute. Within twenty (20) days after receipt of said notice, the receiving party shall submit to the other a written response. The notice and response shall include a statement of each party's position and a summary of the evidence and arguments supporting its position. The Mediation shall occur at a mutually acceptable time and place within thirty (30) days of the date of the disputing party's notice and thereafter as often as the parties and the mediator reasonably deem necessary to exchange relevant information and to attempt to resolve the dispute. Should the Mediation fail to settle such dispute within sixty (60) days of the disputing party's notice, or if the party receiving said notice will not meet within thirty (30) days, either party may terminate Mediation. For the purposes of this Agreement, "Mediation" means a voluntary process in which the parties continue direct communication with the assistance of one or more neutral persons as mediators. These mediators have no authority to require any concessions or agreements, but will attempt to resolve any claim or controversy arising between the parties.
11. *Headings.* The headings of this Agreement are for convenience only and shall not be used to construe or interpret any provisions of this Agreement.
12. *Incorporation of Recitals.* The recitals set forth above are hereby incorporated into and made a part of this Agreement.

13. *Applicable Law.* This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon. Legal actions must be instituted in the Circuit Court of the State of Oregon for the County of Deschutes.
14. *Severability.* Each provision contained in this Agreement will be treated as a separate and independent provision. The unenforceability of any one provision will in no way impair the enforceability of any other provision contained herein. Any reading of a provision causing unenforceability will yield to a construction permitting enforcement to the maximum extent permitted by applicable law.
15. *Remedies Not Exclusive.* If either County or City defaults with regard to any provisions of this Agreement, the defaulting party shall be liable to the other party for any damages caused by such default. In addition to its other rights or remedies, either party may institute any legal or equitable action (including, without limitation, an action for specific performance) to obtain any other remedy consistent with the purpose of this Agreement.
16. *Rights and Remedies are Cumulative.* Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different time, of any other rights or remedies for the same default or any other default by the other party.
17. *Attorney Fees.* In the event an action, lawsuit or proceeding, including appeal therefrom, is brought for failure to fulfill or comply with any of the terms of this Agreement, each party shall be responsible for their own attorney fees, expenses, costs and disbursements for said action, lawsuit, proceeding or appeal.
18. *No Waiver of Claims.* No provision of this Agreement may be modified, waived, and/or discharged unless such waiver, modification, and/or discharge is agreed to in writing by both parties. No waiver of either party at any time of the breach of, or lack of compliance with, any conditions or provisions of this Agreement will be deemed a waiver of other provisions or conditions hereof.
19. *Notice.* Any notice required under this Agreement must be in writing. Any notice will be deemed given when personally delivered or delivered by facsimile transmission (with electronic confirmation of delivery), or will be deemed given three days following delivery of the notice by U.S. mail, certified, return receipt requested, postage prepaid, by the applicable party to the address of the other party first shown above (or any other address that a party may designate by notice to the other party), unless that day is a Saturday, Sunday, or legal holiday, in which event it will be deemed delivered on the next following business day.
20. *Entire Agreement and Signatures.* This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes any and all prior or contemporaneous negotiations, discussions, representations and/or agreements among 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 to this Agreement. This Agreement may be signed in counterparts. A fax or email transmission of a signature page will be considered an original signature page. At the request of a party, the other party will confirm a fax or email transmitted signature page by delivering an original signature page to the requesting party.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date written below, but made effective for all purposes as of the Effective Date.

DATED this 27 day of August, 2018.

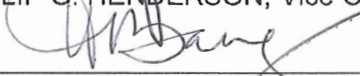
BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON



ANTHONY DEBONE, Chair

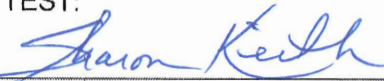


PHILIP G. HENDERSON, Vice Chair



TAMMY BANEY, Commissioner

ATTEST:



Recording Secretary

DATED this 17TH day of SEPTEMBER, 2018.

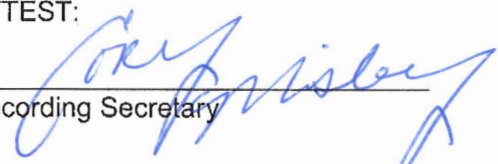
CITY OF LA PINE, OREGON

By 

Name DENNIS SCOTT

Title MAYOR

ATTEST:



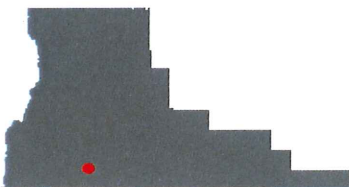
Recording Secretary

Exhibit A to Deschutes County / City of La Pine IGA

Wickiup Park and Ride



Deschutes County GIS, Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



CITY OF LA PINE, OREGON
REGULAR CITY COUNCIL MEETING

Wednesday, September 28, 2022, at 5:30 PM
La Pine City Hall: 16345 Sixth Street, La Pine, Oregon 97739

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

MINUTES

1. CALL TO ORDER:

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

2. ESTABLISH A QUORUM:

PRESENT

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

STAFF

City Manager, Geoffrey Wullschlager
Public Works Director, Jake Obrist
Principal Planner, Alexa Repko

3. PLEDGE OF ALLEGIANCE:

4. PUBLIC COMMENTS:

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

None.

5. ADDED AGENDA ITEMS:

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

6. CONSENT AGENDA:

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

from the Consent Agenda and placed on the regular agenda by request of any member of the City Council.

1. 09.14.22 Regular City Council Meeting Minutes

Motion made by Councilor Scott to approve the Meeting Minutes from September 14, 2022. Councilor Shields seconded the motion.

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

Abstain: Councilor Ignazzitto.

Voting Nay: None.

7. PUBLIC HEARING:

None.

8. OLD BUSINESS:

None.

9. NEW BUSINESS:

1. Park and Ride (Wickiup) – Site Management

CM Wullschlager reviewed the associated Staff Report. A third party (High Lakes Car Club) is interested in maintaining the site of the Wickiup Park and Ride. Wullschlager discussed possible issues with having a third party maintain the site, but that this is common practice i.e. adopt a highway. The County currently owns the subject property, and the IGA does not allow for third party maintenance so the County would have to convey the property to the City. CM Wullschlager recommends the City adopt the property through acquisition from the County prior to contracting its' maintenance to a third party (a contract would have to be created by the City's legal counsel). Wullschlager will be checking in with the City's legal counsel on the logistics of contracting such services.

2. Community Grant Application

Kenna Sneed on behalf of the La Pine Frontier Days Association is requesting \$500 for a volunteer appreciation event on October 15, 2022, in conjunction with the Band of Brothers, the Lions Club, as well as a multitude of other local groups. This event has been created not only to recognize the volunteers from these organizations, but to recruit more volunteers. It is intended to become an annual event and is donation based. Councilor Van Damme voiced concerns about fire, alcohol, and smoking. Sneed stated that consuming alcohol and smoking are both prohibited on the La Pine Frontier Days property.

Councilor Scott made a motion to approve the grant application, Councilor Shields seconded the motion.

3. Annual Review (CM) Discussion

CM Wullschlager presented an updated review form for the City Council to perform its annual review of his performance. The new form is profession specific as Council had requested. The City Council unanimously approved of using the subject form for the City Manager Review on the 26th of October.

10. PUBLIC COMMENTS:

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

None.

11. STAFF COMMENTS:

Principal Planner: Discussed new applications including La Pine Community Health Center Expansion and the construction of a new MountainStar Family Relief Nursery location.

Public Works Manager: Informed Councilors that water piping is being installed on forest service land by the water tower as part of the water/wastewater project. Public Works is also working on the wastewater treatment plant including excavation work for lagoon #5.

City Manager: Has been dedicating the majority of executive time to the water/wastewater project as well. He also reported that the Assistant City Manager/Finance Director will be starting on a full-time basis beginning October 10th. Her initial focus will be concentrated on the financing elements of the water/wastewater project in conjunction with the contract services being provided by COIC through the established IGA's.

12. MAYOR & COUNCIL COMMENTS:

Councilor Van Damme: Had questions about Mayor's involvement in the forementioned community event. The Mayor did not vote on the approval of the community grant application.

Councilor Shields: Suggested tree maintenance at certain undeveloped properties in the Industrial Zone that are of concern.

Councilor Scott: Spoke about meeting with new County Director on Houselessness. She will be giving the Council a presentation.

Mayor Richer: Thanked City Staff.

13. ADJOURNMENT: Meeting was adjourned 6:12 pm

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

Transcriber: Alexa Repko, Principal Planner



CITY OF LA PINE

STAFF REPORT

Meeting Date: October 12, 2022
TO: City Council
FROM: Ashley Williams, Finance Director
SUBJECT: Update of Users to City Bank Account

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

Councilmembers:

On September 14th a motion was made allowing all council members as signers on the City’s Bank Account. However, the motion was not comprehensively formatted for overarching needs. This motion is allowing the same permissions as the former motion and removing some permissions from staff. This process is recommended to improve internal controls and procedures for the City.

City staff would like to expand signatory authority to all members of Council for bank/financial transactions, add an authorized user (myself), and remove signing authority of Mr. Jake Obrist. Mr. Obrist will still have authorization at the bank, but no signing authority for checks / Wire Transfers. CM Wullschlager and I will have access to initiate wire transfers on behalf of the City.

Action:

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

Recommended Motion:

“I move that we remove Jacob Obrist as a check signer on the City’s General Checking Account with Washington Federal and add Michael Shields, Colleen Scott, Cathi VanDamme, and Courtney Ignazzitto as check signers. Ashley Williams should be added as a signer and given the same permissions as Geoff Wullschlager.”

Please follow the motion with a Second.

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

**Motion record on following page

Motion

Seconded

Roll Call Vote:

Michael Shields

Colleen Scott

Cathi VanDamme

Courtney Ignazzitto

Daniel Richer (non-voting except in instance of a tie)