



CITY OF LA PINE, OREGON

REGULAR CITY COUNCIL MEETING

Wednesday, December 09, 2020 at 5:30 PM
ZOOM

The meeting location is accessible via Zoom. Please see www.lapineoregon.gov for more information. 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

1. CALL TO ORDER

2. ESTABLISH A QUORUM

3. 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.

4. 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

5. 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. 11.24.2020 Regular City Council Meeting Minutes

6. FINLEY BUTTE FINAL PLAT APPROVAL- ACTION ITEM

7. PROCLAMATION 2020-01- ELECTION CERTIFICATION- ACTION ITEM

8. ORDINANCE 2020-09- AN ORDINANCE OF THE CITY OF LA PINE AMENDING CHAPTER 18, ARTICLE III OF THE CODE OF ORDINANCES, CITY OF LA PINE, OREGON, WHICH CHAPTER CONCERNS REGULATIONS FOR THE MAINTENANCE OF SIDEWALKS AND LANDSCAPE STRIPS, TO ESTABLISH REGULATIONS CONCERNING THE MANAGEMENT AND USE OF CITY SWALES- ACTION ITEM

9. OTHER MATTERS

Only Items that were previously added above in the Added Agenda Items will be discussed.

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.

11. STAFF COMMENTS

12. MAYOR & COUNCIL COMMENTS

13. ADJOURNMENT

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

CITY OF LA PINE, OREGON
REGULAR CITY COUNCIL MEETING- VIA ZOOM

Tuesday, November 24, 2020 at 5:30 PM
La Pine City Hall: 16345 Sixth Street, La Pine, Oregon 97739

MINUTES

1. CALL TO ORDER

Meeting is called to order at 5:30 pm.

2. ESTABLISH A QUORUM

PRESENT

Mayor Daniel Richer
Councilor Don Greiner
Councilor Connie Briese
Councilor Colleen Scott

ABSENT

Councilor Mike Shields

STAFF

City Manager Geoff Wullschlager
Public Works Manager Jacob Obrist
City Recorder Robin Neace

3. 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.

4. 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.

None.

5. 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. 10.28.2020 Regular City Council Meeting Minutes

Motion to pass Consent Agenda made by Councilor Greiner, Seconded by Councilor Briese.

Voting Yea: Councilor Greiner, Councilor Briese, Councilor Scott

6. LA PINE STATION UPDATE- DISCUSSION ITEM

Staff report by Geoff Wullshlager.

7. COVID-19 UPDATE

Staff Report by Geoff Wullschlager.

Council expresses desire to write letter to Governor Brown to show disapproval with COVID-19 restrictions.

8. HUNTINGTON MEADOWS SWALES UPDATE

Staff report from Jacob Obrist. Council agreed to move forward with passing Ordinance at next meeting.

9. OTHER MATTERS

Only Items that were previously added above in the Added Agenda Items will be discussed.

None.

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

Geoff Wullschlager briefs Council on potential upcoming projects and points of emphasis including hiring new staff, and an audit of the development code.

12. MAYOR & COUNCIL COMMENTS

13. ADJOURNMENT

Meeting adjourned at 6:30 p.m.



CITY OF LA PINE

STAFF REPORT

Meeting Date: December 9, 2020
TO: La Pine City Council
FROM: Alexa Repko, Staff
SUBJECT: Evans Way Final Plat

TYPE OF ACTION REQUESTED (Check one):

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

Councilors:

On September 24, 2020 13 Finley Butte LLC along with Erik Huffman of BECON Engineering, applied for Final Plat Review of 51405 Evans Way. On January 13, 2016 a Partition was approved for the subject lot under different ownership. The then owner never applied for Final Plat Review and now the new owner, 13 Finley Butte LLC, must get approval. The Partition/Final Plat Review will divide the subject lot which is 0.58 acres into three lots of about the same size. The owner plans on developing the lots with duplexes.

Motion:

I move the La Pine City Council approve the Final Plat Review of 51405 Evans Way.



Community Development Department
 PO Box 2460 16345 Sixth Street
 La Pine, Oregon 97739
 Phone: (541) 536-1432 Fax: (541) 536-1462
 Email: info@lapineoregon.gov

Final Plat Review Application

Fee \$ 500.00

File Number # 05FPR-20

Number of Lots 3

PLEASE NOTE: INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED

Applicant Name Erik Huffman Phone 541-633-3140 Fax _____

Address 549 SW Mill View Way Ste 100 City Bend State OR Zip Code 97702

Email ehuffman@beconeng.com

Property Owner 13 Finley Butte, LLC Phone 541-480-0706 Fax _____

Address PO Box 1688 City Wenatchee State WA Zip Code 98807

Email office@oksenholtconstruction.com

Engineer/Surveyor Erik Huffman Phone 541-633-3140 Fax _____

Address 549 SW Mill View Way Ste 100 City Bend State OR Zip Code 97702

Email ehuffman@beconeng.com

PROPERTY DESCRIPTION

Property Location (address, intersection of cross street, general area) _____

Finley Butte Road at Evans Way

Legal Description T-15 R-13 Section 14 Tax Lot(s) BD 03000

Present Zoning LPR Total Land Area 25,265 (Sq Ft.) 0.58 (Acres)

Present Land Use Vacant



Community Development Department
 PO Box 2460 16345 Sixth Street
 La Pine, Oregon 97739
 Phone: (541) 536-1432 Fax: (541) 536-1462
 Email: info@lapineoregon.gov

PROJECT DESCRIPTION

Subdivision or Partition Approval No. CASEFILE 2015-19PA Phase 1
 Subdivision Name Not Applicable (Partition) Number of lots 3

FOR OFFICE USE ONLY

Date Received: 9/24/2020
 Rec'd By: Robin Neace
 Date Routed: _____
 Date of Notice: _____
 Fee Paid: \$500.00
 Receipt #: 86503607

Routing:
 Engineering _____
 Public Works _____
 City Manager _____
 Planning _____
 Other _____

Final Plat Application and Approval

- Signatures Required. The final plat must be signed by the entities required by the City.
- Recording the Final Plat. Following City approval of the final plat, the subdivision shall be recorded by the **applicant** within two (2) year unless an extension request is filed by the applicant and approved by the Community Development Director. If it is a phased subdivision the first phase shall be recorded within one year. Phased developments can be processed and recorded over a 5 year period of time or as approved by the hearings body. Platting may not occur until required public improvements have been completed, inspected and accepted, or bonded and a Land Division Agreement recorded.
- Building permits. Building permits can only be issued after the plat is recorded and improvements have been completed, inspected and accepted. Public Works issues the final letter of completion when construction of all public improvements is accepted.



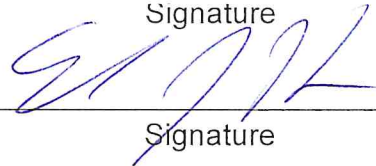
Community Development Department
 PO Box 2460 16345 Sixth Street
 La Pine, Oregon 97739
 Phone: (541) 536-1432 Fax: (541) 536-1462
 Email: info@lapineoregon.gov

- Occupancy permit. Occupancy permits can only be issued after any required Public Improvements have been accepted by Public Works.

By signing, the undersigned certifies that he/she has read and understood the submittal requirements outlined above, and that he/she understands that omission of any listed item may cause delay in processing this application.

I (We) the undersigned acknowledge that the information supplied in this application is complete and accurate to the best of my (our) knowledge.

Applicant:  Date: 9/18/2020
 Signature

Owner/Agent:  Date: 9/18/2020
 (Circle One) Signature

If you are the authorized agent, please attach the letter of authorization signed by the owner.

NOTE: This may not be a complete list of land use requirements. Dependent on the specifics of the proposal, additional information may be required after further review.

Provide a digital copy and 2 copies of the recorded plat to the City



First American

First American Title Insurance Company

395 SW Bluff Drive, Suite 100
Bend, OR 97702
Phn - (541)382-4201
Fax - (866)524-9203

First American Title Insurance Company
PO Box 3948 /, 57100 Beaver Drive, Bldg 6
Sunriver, OR 97707

Order No.: 7064-3532097
August 10, 2020

Attn: Shara Bauman, Escrow Officer
Phone No.: (541)593-4201 - Fax No.: (866)902-9874
Email: sbauman@firstam.com

Supplemental #2 Preliminary Title Report

Situs Address as disclosed on Deschutes County Tax Roll:

16510 Finley Butte Road and 51405 Evans Way, La Pine, OR 97739

2006 ALTA Owners Standard Coverage	Liability \$	120,000.00	Premium \$	500.00
2006 ALTA Owners Extended Coverage	Liability \$		Premium \$	
2006 ALTA Lenders Standard Coverage	Liability \$		Premium \$	
2006 ALTA Lenders Extended Coverage	Liability \$		Premium \$	
Endorsement			Premium \$	
Govt Service Charge			Cost \$	25.00
City Lien Search			Cost \$	
Other			Cost \$	

We are prepared to issue Title Insurance Policy or Policies of First American Title Insurance Company, a Nebraska Corporation in the form and amount shown above, insuring title to the following described land:

Government Lots 88 and 89 located in the Southeast Quarter of the Northwest Quarter (SE1/4NW1/4) of Section 14, Township 22 South, Range 10, East of the Willamette Meridian, Deschutes County, Oregon.

NOTE: This legal description was created prior to January 1, 2008.

and as of July 30, 2020 at 8:00 a.m., title to the fee simple estate is vested in:

Hoffer Family Revocable Living Trust dated 03/05/2016, Richard M. Hoffer and Sharon J. Hoffer, Trustees

Subject to the exceptions, exclusions, and stipulations which are ordinarily part of such Policy form and the following:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easement, not shown by the public records; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
4. Any encroachment (of existing improvements located on the subject land onto adjoining land or of existing improvements located on adjoining land onto the subject land), encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the subject land.
5. Any lien, or right to a lien, for services, labor, material, equipment rental or workers compensation heretofore or hereafter furnished, imposed by law and not shown by the public records.

The exceptions to coverage 1-5 inclusive as set forth above will remain on any subsequently issued Standard Coverage Title Insurance Policy.

In order to remove these exceptions to coverage in the issuance of an Extended Coverage Policy the following items are required to be furnished to the Company; additional exceptions to coverage may be added upon review of such information:

- A. Survey or alternative acceptable to the company
 - B. Affidavit regarding possession
 - C. Proof that there is no new construction or remodeling of any improvement located on the premises. In the event of new construction or remodeling the following is required:
 - i. Satisfactory evidence that no construction liens will be filed; or
 - ii. Adequate security to protect against actual or potential construction liens;
 - iii. Payment of additional premiums as required by the Industry Rate Filing approved by the Insurance Division of the State of Oregon
6. Water rights, claims to water or title to water, whether or not such rights are a matter of public record.
 7. Taxes for the fiscal year 2020-2021 a lien due, but not yet payable
 8. City liens, if any, of the City of La Pine.
 9. The rights of the public in and to that portion of the premises herein described lying within the limits of streets, roads and highways.
 10. Existing telephone, telegraph, power lines, roads, railroads, highways, ditches, canals and pipelines.

11. An easement reserved in a deed, including the terms and provisions thereof;
Recorded: September 29, 1993
Recording Information: Book 313, Page 2316
From: Margaret T. DeBruin and B.K. Herndon, Trustees of the Baldwin-Herndon Oregon Trust
Affects: West 30 feet

(Affects Lot 88)
12. An easement reserved in a deed, including the terms and provisions thereof;
Recorded: September 13, 1993
Recording Information: Book 311, Page 2740
From: Margaret T. DeBruin and B.K. Herndon, Trustees of the Baldwin-Herndon Oregon Trust
Affects: East 30 feet

(Affects Lot 89)
13. In order to insure a transaction involving the herein named trust, we will need to be provided a Certification of Trust pursuant to ORS 130.800 through ORS 130.910.

- END OF EXCEPTIONS -

NOTE: We find no matters of public record against MSC HOLDINGS 2, LLC that will take priority over any trust deed, mortgage or other security instrument given to purchase the subject real property as established by ORS 18.165.

NOTE: Any conveyance or encumbrance by MSC HOLDINGS 2, LLC should be executed pursuant to their Operating Agreement, a copy of which should be submitted to this office for inspection.

NOTE: Taxes for the year 2019-2020 PAID IN FULL

Tax Amount: \$111.30
Map No.: 221014BD02900
Property ID: 152173
Tax Code No.: 1109
(Affects Lot 88)

NOTE: Taxes for the year 2019-2020 PAID IN FULL

Tax Amount: \$111.30
Map No.: 221014BD03000
Property ID: 152172
Tax Code No.: 1109
(Affects Lot 89)

NOTE: According to the public record, the following deed(s) affecting the property herein described have been recorded within 24 months of the effective date of this report: NONE

NOTE: We find no outstanding voluntary liens of record affecting subject property. An inquiry should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any security interest in the subject property.

NOTE: This Supplemental #2 Preliminary Title Report is being issued to: update plant date and add APN 152172.

Emily Pyle
TITLE OFFICER
EPyle@firstam.com

**THANK YOU FOR CHOOSING FIRST AMERICAN TITLE!
WE KNOW YOU HAVE A CHOICE!**

RECORDING INFORMATION

Filing Address: **Deschutes County**
1300 NW Wall Street
Bend, OR 97703

Recording Fees: \$ **93.00 First Page**
Comprised of:
\$ 5.00 per page
\$10.00 per document - Public Land Corner Preservation Fund
\$11.00 per document - OLIS Assessment & Taxation Fee
\$61.00 per document - Oregon Housing Alliance Fee
\$6.00 per document - GIS Fee

\$ 5.00 E-Recording fee per document
\$ 5.00 for each additional page
\$ 5.00 for each additional document title, if applicable
\$ 20.00 Non-Standard Document fee, if applicable
\$200.00 Re conveyance Fee

cc: MSC HOLDINGS 2, LLC
cc: Richard M. Hoffer and Sharon J. Hoffer, Trustees
cc: Cori Thompson, Alpine Real Estate
51515 Huntington Road, La Pine, OR 97739
cc: Jo Ann Gould, Gould & Associates Realty
52718 Highway 97, La Pine, OR 97739



First American Title Insurance Company

SCHEDULE OF EXCLUSIONS FROM COVERAGE

ALTA LOAN POLICY (06/17/06)

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

ALTA OWNER'S POLICY (06/17/06)

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risks 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

SCHEDULE OF STANDARD EXCEPTIONS

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easement, not shown by the public records; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
4. Any encroachment (of existing improvements located on the subject land onto adjoining land or of existing improvements located on adjoining land onto the subject land), encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the subject land.
5. Any lien" or right to a lien, for services, labor, material, equipment rental or workers compensation heretofore or hereafter furnished, imposed by law and not shown by the public records.

NOTE: A SPECIMEN COPY OF THE POLICY FORM (OR FORMS) WILL BE FURNISHED UPON REQUEST

TI 149 Rev. 7-22-08



Privacy Notice

Effective: January 1, 2020

Notice Last Updated: January 1, 2020

This Privacy Notice describes how First American Financial Corporation and its subsidiaries and affiliates (together referred to as "First American," "we," "us," or "our") collect, use, store, and share your information. This Privacy Notice applies to information we receive from you offline only, as well as from third parties. For more information about our privacy practices, please visit <https://www.firstam.com/privacy-policy/index.html>. The practices described in this Privacy Notice are subject to applicable laws in the places in which we operate.

What Type Of Information Do We Collect About You? We collect both **personal** and **non-personal information** about and from you. **Personal information** is non-public information that can be used to directly or indirectly identify or contact you. **Non-personal information** is any other type of information.

How Do We Collect Your Information? We collect your **personal** and **non-personal information**: (1) directly from you; (2) automatically when you interact with us; and (3) from third parties, including business parties and affiliates.

How Do We Use Your Information? We may use your personal information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, comply with relevant laws and our policies, and handling a claim. We may use your **non-personal information** for any purpose.

How Do We Share Your Personal Information? We do not sell your **personal information** to nonaffiliated third parties. We will only share your **personal information**, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; and (4) for legal process and protection. If you have any questions about how First American shares your **personal information**, you may contact us at dataprivacy@firstam.com or toll free at 1-866-718-0097.

How Do We Secure Your Personal Information? The security of your **personal information** is important to us. That is why we take commercially reasonable steps to make sure your **personal information** is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your **personal information**.

How Long Do We Keep Your Personal Information? We keep your **personal information** for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

Your Choices We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and sharing of your **personal information**. In accordance with applicable law, your controls and choices. You can learn more about your choices, and exercise these controls and choices, by sending an email to dataprivacy@firstam.com or toll free at 1-866-718-0097.

International Jurisdictions: Our Products are hosted and offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Products from another country, please be advised that you may be transferring your **personal information** to us in the US, and you consent to that transfer and use of your **personal information** in accordance with this Privacy Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Products, and your agreements with us.

We may change this Privacy Notice from time to time. Any and all changes to this Privacy Notice will be reflected on this page, and where appropriate provided in person or by another electronic method. **YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR PRODUCTS OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE.**

Contact Us dataprivacy@firstam.com or toll free at 1-866-718-0097.



For California Residents

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018 ("CCPA"). All phrases used in this section shall have the same meaning as those phrases are used under California law, including the CCPA.

Right to Know. You have a right to request that we disclose the following information to you: (1) the categories of **personal information** we have collected about or from you; (2) the categories of sources from which the **personal information** was collected; (3) the business or commercial purpose for such collection and/or disclosure of your personal information; (4) the categories of third parties with whom we have shared your **personal information**; and (5) the specific pieces of your **personal information** we have collected. To submit a verified request for this information, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097 and submitting written proof of such authorization to dataprivacy@firstam.com.

Right of Deletion. You also have a right to request that we delete the **personal information** we have collected from you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097 and submitting written proof of such authorization to dataprivacy@firstam.com.

Verification Process. For either a request to know or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the personal information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

Right to Opt-Out. We do not sell your personal information to third parties, and do not plan to do so in the future.

Right of Non-Discrimination. You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, First American will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

Collection Notice. The following is a list of the categories of personal information we may have collected about California residents in the twelve months preceding the date this Privacy Notice was last updated, including the business or commercial purpose for said collection, the categories of sources from which we may have collected the personal information, and the categories of third parties with whom we may have shared the personal information:

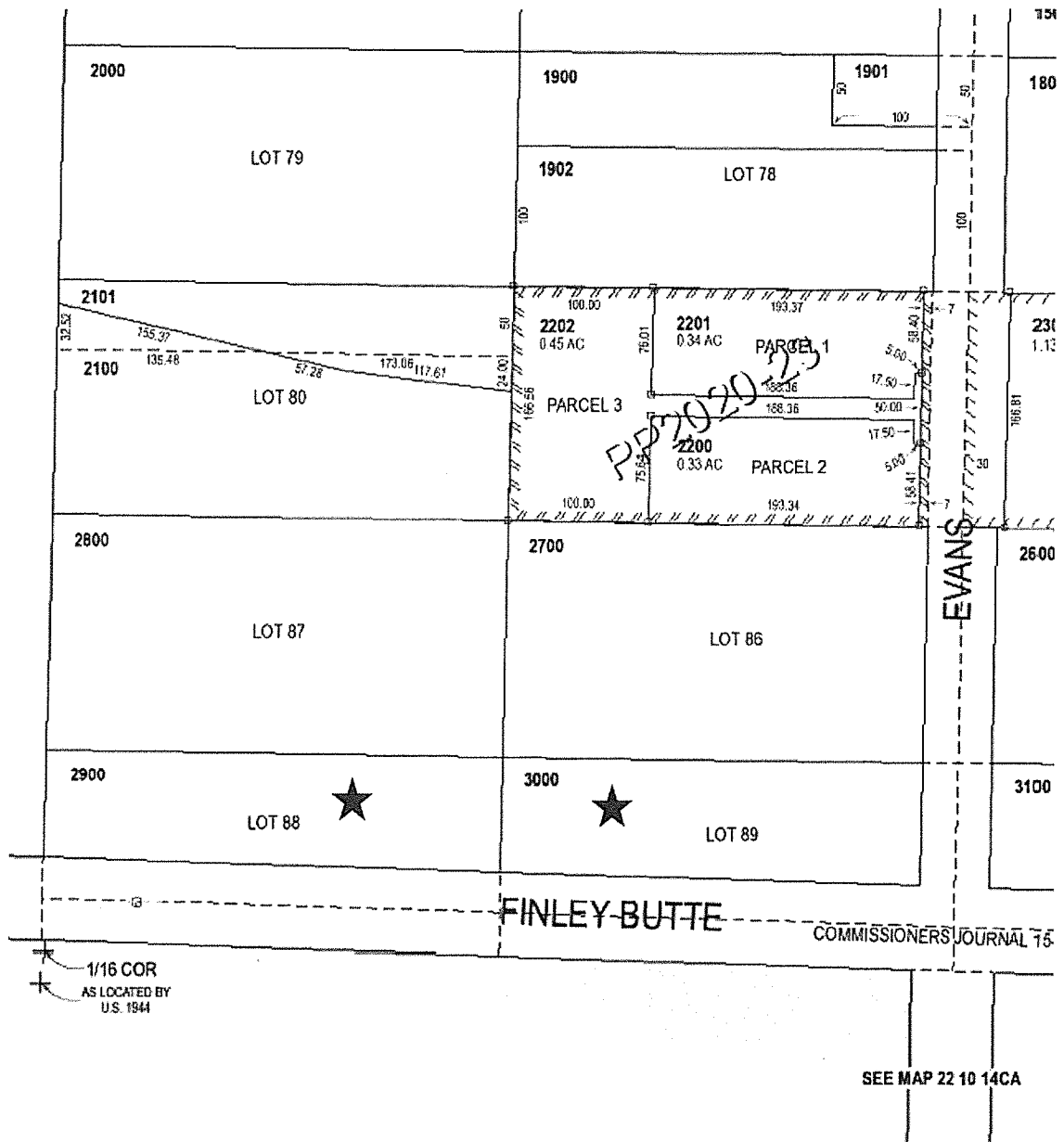
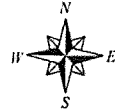
Categories of Personal Information Collected	The categories of personal information we have collected include, but may not be limited to: real name; signature; alias; SSN; physical characteristics or description, including protected characteristics under federal or state law; address; telephone number; passport number; driver's license number; state identification card number; IP address; policy number; file number; employment history; bank account number; credit card number; debit card number; financial account numbers; commercial information; internet or other electronic network activity; geolocation data; audio and visual information; professional or employment information; and inferences drawn from the above categories to create a profile about a consumer.
Categories of Sources	Categories of sources from which we've collected personal information include, but may not be limited to: the consumer directly; public records; governmental entities; non-affiliated third parties; social media networks; affiliated third parties
Business Purpose for Collection	The business purposes for which we've collected personal information include, but may not be limited to: completing a transaction for our Products; verifying eligibility for employment; facilitating employment; performing services on behalf of affiliated and non-affiliated third parties; debugging to identify and repair errors that impair existing intended functionality on our Websites, Applications, or Products; protecting against malicious, deceptive, fraudulent, or illegal activity



Categories of Third Parties Shared	The categories of third parties with whom we've shared personal information include, but may not be limited to: advertising networks; internet service providers; data analytics providers; service providers; government entities; operating systems and platforms; social media networks; non-affiliated third parties; affiliated third parties
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Categories of Personal Information We Have Sold In The Past Year. We have not sold any personal information of California residents to any third party in the twelve months preceding the date this Privacy Notice was last updated.

Categories of Personal Information Disclosed For A Business Purpose In The Past Year. The following is a list of the categories of **personal information** of California residents we may have disclosed for a business purpose in the 12 months preceding the date this Privacy Notice was last updated: The categories of personal information we have collected include, but may not be limited to: real name; signature; alias; SSN; physical characteristics or description, including protected characteristics under federal or state law; address; telephone number; passport number; driver's license number; state identification card number; IP address; policy number; file number; employment history; bank account number; credit card number; debit card number; financial account numbers; commercial information; internet or other electronic network activity; geolocation data; audio and visual information; professional or employment information; and inferences drawn from the above categories to create a profile about a consumer.



This map is provided as a courtesy by First American Title Insurance Company to assist in the locating of said premises and the company assumes no liability for its accuracy or for matters that may be disclosed by a survey.



L A P I N E

O R E G O N

**51405 Evans Way 3-Parcel Partition
Public Improvements
2015-19PA**

Performance Bond Letter

November 19, 2020

Attn: 13 Finley Butte, LLC
Dirk van der Velde
Bonding/Insurance Provider

The La Pine Public Works standards allow public improvements and required private improvements to be bonded based on the estimated cost of construction at a rate of 120% of the total value of the public and required private improvements.

The performance bond is required as a guarantee that the Contractor will complete the work in accordance with the approved construction plans, based on the engineer's estimate of construction costs. After acceptance of the improvements by the City, the City will allow for the reduction of the bond amount following completion, inspection, and acceptance of completed public and/or required private improvements.

The engineer's estimate for public improvements and 120% bond amount are below:

Public Improvements Cost	<u>\$18,870.00</u>
120% Performance Bond	\$22,644.00

Let me know if you have any questions.

Sincerely,

Erik Huffman
City Engineer
(541) 633-3140



L A P I N E

O R E G O N

51405 Evans Way 3-Parcel Partition Public Improvements SPR 2015-19PA

PERFORMANCE GUARANTEE

KNOW ALL MEN BY THESE PRESENTS:

That 13 Finley Butte LLC, as Principal, is bound unto the City of La Pine, in the sum of \$22,644.00, which has been delivered to the City of La Pine in the form of a performance bond.

RECITAL

The Principal herein is party to an agreement with the City of La Pine to construct public improvements per City file SPR 2015-19PA. That agreement, together with all applicable plans, Standard Specifications, special provisions, and schedule of prices, is by this reference made a part of this Performance Guarantee, and a copy of which is attached and incorporated into this Performance Guarantee. The Principal agrees to perform that agreement in accordance with and as required by its terms, conditions, requirements, plans, and specifications for the construction of public improvements.

NOW, THEREFORE,

1. The Principal agrees to fully and faithfully perform and comply with all terms, conditions and provisions of the agreement, in all respects, including any addendum to the agreement, and within the time prescribed by the agreement. The Principal further agrees to indemnify and hold harmless the City of La Pine, its officers, employees, and agents, against any claim for direct or indirect damages of every kind and description in connection with or arising out of the performance of the agreement by the Principal, his contractor or his subcontractors.
2. The completed performance of public improvements required by the agreement will not be finalized until the public improvements are formally accepted by the City of La Pine. Upon acceptance by the City, full resolution of any outstanding performance issues and any pending or threatened litigation, and the provision of any required warranty bond, the performance guarantee cash deposit shall be released to the Principal. The value of the performance guarantee may also be reduced upon completion and formal acceptance of partial improvements by the City of La Pine. For

partial reductions of performance guarantee deposits, the Principal may request a reduction, in writing, for partial release of performance guarantee deposit to the City of La Pine.

3. The City is entitled to use any portion of the Performance Guarantee funds to perform any obligation of the Principal that, following any notice required by the agreement, the Principal has failed to perform or complete as required by the agreement or this Performance Guarantee.

4. The City may hold the funds in the financial institution or accounts of its choosing. The Principal shall not receive any interest or other sums from the City for the holding or use of the Performance Guarantee.

Signed this 24 day of November, 2020



PRINCIPAL

By: Rick V. Veldt

Title: President

15717 Mt. Bachelor Drive
Street Address

Reed OR 97702
City State ZIP

541-485-0706
Phone Number

City of La Pine
Finley Butte Partition
Sidewalk Cost Estimate

Prepared By: April Pust
 Proj. Owner: City of La Pine
 Project No: 2015-19PA
 Date: November 17, 2020

A BOND ITEM					
NO.	DESCRIPTION	QTY	UNIT	COST Unit \$	TOTAL
1	Sidewalk	2345	Square Foot	\$ 6.00	\$ 14,070.00
2	Ramp	2	Each	\$ 1,300.00	\$ 2,600.00
3	Driveway Approach	1	Each	\$ 2,200.00	\$ 2,200.00
<hr/>					
B	SUBTOTAL			\$	\$ 18,870.00
<hr/>					
C	CONTINGENCY	20%		\$	\$ 3,774.00
D	DESIGN COSTS	0%		\$	-
E	PROPERTY COSTS (ROW/EASEMENTS)	0%		\$	-
F	PERMIT FEES	0%		\$	-
<hr/>					
Total Estimated Project Cost					\$ 22,644.00

Condition of Approval

4. Prior to approval of the final plat, applicant must either complete sidewalk improvements or file a bond or performance assurance with an agreement specifying the period in which the improvements will be completed and providing that, if the work is not completed within the period specified, that the City may complete the work and recover the full costs necessary to collect the amounts from the applicant. The applicant shall file with the agreement, pursuant to approval by the City Attorney and City Manager, a surety bond, personal bond co-signed by at least one other person, or a cash deposit. The assurance of the full and faithful performance shall be for a sum approved by the City as sufficient to cover the cost of the improvements and repairs, including related engineering, inspection and other incidental expenses, plus and additional 20% for contingencies.

Reviewed by E. Huffman 11-19-2020
 Required performance bond amount =
 \$22,644.00

KAIZEN ASSET MANAGEMENT LLC

19717 MOUNT BACHELOR DRIVE
BEND, OR 97702

COLUMBIA BANK

34-827/1251

3087

11/24/2020

PAY TO THE ORDER OF
City of LaPine

\$ **22,644.00

Twenty-Two Thousand Six Hundred Forty-Four and 00/100***** DOLLARS

City of LaPine

VOID AFTER 180 DAYS

MEMO

Performance Bond

SECURITY FEATURES INCLUDED. DETAILS ON BACK

AUTHORIZED SIGNATURE
SIGNATURE HAS COLORED BACKGROUND. FRONT CONTAINS MICROPRINTING

⑈003087⑈ ⑆125108272⑆ 0430007427⑈

KAIZEN ASSET MANAGEMENT LLC

WWW.COMPUCHECKS.COM 888.358.5581

3087

City of LaPine

Date Type Reference
11/24/2020 Bill

Original Amt.
22,644.00

Balance Due
22,644.00

11/24/2020
Discount

Payment
22,644.00
22,644.00

Check Amount

Checking - CB 7427 Performance Bond

22,644.00

KAIZEN ASSET MANAGEMENT LLC

WWW.COMPUCHECKS.COM 888.358.5581

3087

City of LaPine

Date Type Reference
11/24/2020 Bill

Original Amt.
22,644.00

Balance Due
22,644.00

11/24/2020
Discount

Payment
22,644.00
22,644.00

Check Amount

Checking - CB 7427 Performance Bond

22,644.00



L A P I N E

O R E G O N

Proclamation

***A PROCLAMATION OF THE CITY OF LA PINE DECLARING THE RESULTS OF
THE NOVEMBER 3,
2020, GENERAL ELECTION.***

WHEREAS, a General Election was held on the 3rd day of November, 2020, in the City of La Pine, Deschutes County, Oregon; and

WHEREAS, eligible voters of the City of La Pine considered the election of City Officers; and

WHEREAS, the Abstract of Votes (Exhibit A), prepared and certified by Nancy Blankenship, County Clerk for the County of Deschutes, Oregon, has been filed in the office of the City of La Pine's Chief Elections Official; and

WHEREAS, the City of La Pine's Chief Elections Official, being the proper official to do so, has canvassed the votes for said election and finds that they are as follows:

MAYOR

Daniel L. Richer	806
Write-Ins	51
Total Votes Cast:	857

COUNCIL

Alisha Powell	544
D. Scott Henderson	599
Cathi R. VanDamme	433
Write-Ins	29
Total Votes Cast:	1611

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF LA PINE, OREGON, AS FOLLOWS:**

SECTION ONE: I, Donald Greiner, Council President of the City of La Pine, do hereby proclaim and declare that pursuant to the foregoing election results it is hereby found, determined, and declared that the following are the official results of the General Election held on November 3, 2020:

DANIEL L. RICHER was duly elected **MAYOR** for a two-year term beginning January 1, 2021, and ending December 31, 2022.

ALISHA POWELL was duly elected **COUNCILOR** for a four-year term beginning January 1, 2021, and ending December 31, 2024.

D. SCOTT HENDERSON was duly elected **COUNCILOR** for a four-year term beginning January 1, 2021, and ending December 31, 2024.

SECTION TWO: The City of La Pine's Chief Elections Official is hereby ordered and directed to issue Certificates of Election to the persons declared in Section One above within thirty (30) days after passage of this Proclamation.

APPROVED by the City Council and **SIGNED** by the Council President this ___th day of December, 2020.

The City of La Pine, Oregon

Donald Greiner, Council President

ATTEST:

Robin Neace, City Recorder

Statement of Votes Cast by Contests, Geography by Choice
 Deschutes County, November, 2020 General Election, Final Official Results
 All Precincts, All Districts, All Scan Stations, All Contests, All Boxes
 Total Ballots Cast: 126550, Registered Voters: 150696, Overall Turnout: 83.98%
 50 precincts reported out of 50 total

City of La Pine, Mayor (Vote for 1)

Precinct	Ballots Cast	Reg. Voters	Total Votes	Daniel Richer	Write-in	Over Votes	Under Votes
Precinct 23	1167	1683	857	806 94.05%	51 5.95%	0	310
Total	1167	1683	857	806 94.05%	51 5.95%	0	310



I, Nancy Blankenship, Deschutes County Clerk, do hereby certify that the votes recorded on this report correctly summarize the tally of votes cast at the November 3, 2020 General Election.

Dated November 20, 2020

A handwritten signature in black ink, appearing to read "Nancy Blankenship".

Nancy Blankenship
 Deschutes County Clerk

Statement of Votes Cast by Contests, Geography by Choice
 Deschutes County, November, 2020 General Election, Final Official Results
 All Precincts, All Districts, All ScanStations, All Contests, All Boxes
 Total Ballots Cast: 126550, Registered Voters: 150696, Overall Turnout: 83.98%
 50 precincts reported out of 50 total

City of La Pine, City Council (Vote for 2)

Precinct	Ballots Cast	Reg. Voters	Total Votes	Alisha Powell		D Scott Henderson		Cathi R VanDamme		Write-in	
Precinct 23	1167	1683	1611	544	33.77%	599	37.18%	433	26.88%	29	1.80%
Total	1167	1683	1611	544	33.77%	599	37.18%	433	26.88%	29	1.80%

Statement of Votes Cast by Contests, Geography by Choice
Deschutes County, November, 2020 General Election, Final Official Results
All Precincts, All Districts, All ScanStations, All Contests, All Boxes
Total Ballots Cast: 126550, Registered Voters: 150696, Overall Turnout: 83.98%
50 precincts reported out of 50 total

Page: 38 of 58
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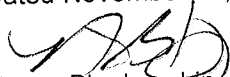
City of La Pine, City Council (Vote for 2)

Precinct	Ballots Cast	Reg. Voters	Total Votes	Write-in	Over Votes	Under Votes
Precinct 23	1167	1683	1611	6 0.37%	2	721
Total	1167	1683	1611	6 0.37%	2	721



I, Nancy Blankenship, Deschutes County Clerk, do hereby certify that the votes recorded on this report correctly summarize the tally of votes cast at the November 3, 2020 General Election.

Dated November 20, 2020


Nancy Blankenship
Deschutes County Clerk



City Manager's Report – December 9, 2020

Administration:

Given the recent meeting, there has not been a lot of movement to report with respect to the longer range plans we are working on internally. In the short term we have been building momentum with regards to economic development and capital projects.

a. Transit Center

We are in receipt of and have completed our internal review of the most recent set of plans for the transit center project. Other than some small adjustments that will facilitate ease of maintenance operations for public works, we accepted the plans as submitted. This puts the City on track to go out to bid along the previously discussed timeline in January.

City Administration also discussed the future for the two on site electric vehicle charging stations with Mid-State Electric. As it stands, we are anticipating the installation of conduit and other necessary improvements for the installation of the charging stations at a later date. In discussing the viability of the project with Mid-State, we will partner with them to bring the cost of the development into a scope that is manageable for both entities, and City Administration recommends that if possible, we lease the stations while assigning maintenance and management of the units to either the owner or a third party.

b. La Pine Industrial Park

We have initiated the conversation with SLED and Deschutes County property department about reigniting interest in the Industrial Park. We are revisiting the CC&R's on Spec. Building development and will be working with Counsel on deriving an equal opportunity RFP for interested parties. As this is a public asset, we need to investigate what sort of public notice is required to ensure that all interested parties are given equal access for proposals. The Spec. Building property will likely be conveyed free of associated purchase cost or at a very reduced rate.

We are also working with the County to find any possible remedy to the unfinished 2,520 sq. ft. building that experienced a halt in construction in 2018. The current owner would like to either sell it back to the County or on the open market. We discussed marketing options and the concept of issuing an RFP for the potentiality of a retaining a licensed real estate broker to help assist in the overall marketing of the park.

Sincerely,

Geoff Wullschlager

**CITY OF LA PINE
ORDINANCE NO. 2020-09**

AN ORDINANCE OF THE CITY OF LA PINE AMENDING CHAPTER 18, ARTICLE III OF THE CODE OF ORDINANCES, CITY OF LA PINE, OREGON, WHICH CHAPTER CONCERNS REGULATIONS FOR THE MAINTENANCE OF SIDEWALKS AND LANDSCAPE STRIPS, TO ESTABLISH REGULATIONS CONCERNING THE MANAGEMENT AND USE OF CITY SWALES.

WHEREAS, City of La Pine (“City”) has all powers that the constitutions, statutes, and common law of the United States and Oregon expressly or impliedly grant or allow City; and

WHEREAS, City has jurisdiction and exercises regulatory management over all right-of-way within City under authority of the City of La Pine Charter and state law; and

WHEREAS, City has general responsibility for the maintenance of swales within City’s incorporated limits; and

WHEREAS, on June 8, 2016, City adopted Ordinance No. 2016-07 (the “Sidewalk Ordinance”) to establish regulations for the maintenance of sidewalks and landscape strips; and

WHEREAS, the Sidewalk Ordinance is codified at Chapter 18, Article III of the Code of the Ordinances, City of La Pine, Oregon (the “Code”); and

WHEREAS, the La Pine City Council (the “Council”) recognizes the importance and purpose of swales as necessary for year-round storm water drainage, bioretention, and snow removal storage; and

WHEREAS, City desires to amend the Code to establish (a) regulations to prohibit parking and/or filling-in swales with any material and/or debris, and (b) establish mechanisms to enforce the prohibition of parking or filling in swales.

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

1. Findings. The above-stated findings contained in this Ordinance No. 2020-___ (this “Ordinance”) are hereby adopted.
2. Purpose. The purpose of this Ordinance is to establish regulations concerning the use and occupancy of City’s swales.
3. Amendment No. 1. Section 18-42 of the Code is hereby amended to include the following definitions:

“‘City manager’ means the city’s city manager or his or her designee.

‘Park’ or ‘parking’ means the stopping, halting, and/or standing of a vehicle, whether occupied or not, for any purpose other than a purpose provided under ORS 811.560.

‘Swale’ means the area immediately adjacent to the paved (and/or improved) portion of a street between the driving surface of the street and the abutting private property line; provided, however, ‘swale’ does not include any regularly paved area commonly used as an extension of a residential driveway or an extension of an area which is intended, by its nature, to be a parking and/or sidewalk area covered with asphalt, cement, or similar material.

‘Vehicle’ means any device in, upon, or by which any person or property is or may be transported or drawn upon a street and includes vehicles that are propelled or powered by any means.”

4. Amendment No. 2. The Code is hereby amended to include a new section 18-54 to read in its entirety as follows:

“Sec. 18-54. – Swale Regulations.

(a) Swale Parking Prohibited.

1. No person will park any vehicle on and/or in any swale within the city’s incorporated limits. Nothing in this section will be construed to permit parking at any time or place where it is unlawful by any other provision of law.

2. Subject to and in accordance with applicable law, the city’s public works manager (or his or her designee) is hereby authorized to establish “No Parking” zones in and around swales and to cause signs to be erected in such areas where it is necessary to protect swales.

(b) Parking Enforcement.

1. For purposes of this section 18-54(b), the term “owner” means (a) the person in whose name title to a vehicle is issued, and/or (b) any person who is entitled to possession and use of a vehicle either under a security instrument and/or a lease agreement.

2. A vehicle parked in violation of this section 18-54 may be removed, or caused to be removed, by the city manager. Removal and storage of any vehicle under the provisions of this section 18-54 will not prevent or preclude the city from pursuing all rights and remedies available to the city under applicable law.

3. Not less than twenty-four hours prior to removing a vehicle parked in violation of this section 18-54, the city will affix a notice to the vehicle containing the following information: (a) that the vehicle is parked in violation of this section 18-54; (b) that if the vehicle will be subject to being taken into custody and towed by the city if the vehicle is not removed within the time set by the city; (c) the place where the vehicle will be held in custody or the telephone number and address of the city that will provide such information; (d) that the vehicle, if taken into custody and towed by the city, will be subject to towing and storage charges and charges for city staff time and that a lien will attach to the vehicle and its contents; (e) that the vehicle may be sold to satisfy the costs of towing and charges if not paid; (f) that the owner, possessor, or person having an interest in the vehicle is entitled to a hearing in accordance with ORS 819.190, before the vehicle is impounded, to contest the proposed custody and towing if a hearing is timely requested; (g) that the owner, possessor, or person having an interest in the vehicle may also challenge the reasonableness of any towing and storage charges at the hearing; and (h) the time within which a hearing must be requested and the method for requesting a hearing. Any hearing timely requested under this section 18-54(b) will be held in accordance with the procedures under ORS 819.190.

4. If any vehicle is not moved within the time provided by the notice provided under section 18-54(3), the city manager may remove, or cause to be removed, any vehicle parked in violation of this section 18-54 to a location where the vehicle may be lawfully parked or to a privately-owned tow yard. The city manager will maintain a record of all vehicles removed, including, without limitation, the following information: (a) the date and time of removal; (b) the location where the vehicle was removed; (c) the place of storage; and (d) name of towing service and/or company. The costs and expense of removal and storage, including, without limitation, city staff time, will be assessed to and paid by the owner of the vehicle.

5. Within twenty-four (24) hours after the removal of a vehicle pursuant to this Section 18-54, the city manager will make reasonable efforts to notify the owner of vehicle removed and inform the owner of the location where the owner may retake possession of the vehicle. For the purposes of this section 18-54 a telephone call to, and/or personal contact with, the owner of such vehicles will be deemed reasonable notification.

6. Before the owner of any vehicle removed and/or stored pursuant to this section 18-54 will be permitted to retake possession of such vehicle, the owner will pay or perform the following: (a) furnish satisfactory evidence to the city manager and/or to the person in charge of the tow yard of the owner's identity and ownership of the vehicle; (b) pay all charges and expenses for towing, removing, and/or storing such vehicle; and (c) sign a written statement acknowledging delivery of such vehicle. Any charges made or incurred under this provision will not be construed to be a fine, penalty, or forfeiture.

7. Nothing in this section 18-54 is intended to create a mandatory duty on the part of the city and/or the city manager to protect persons or property from a violation of the provisions of this section 18-54.

8. An owner of a vehicle parked in violation of this section is liable for, and will defend and indemnify, any individual injured because of such owner's failure to remove the vehicle as required under this section and for any claims, demands, actions, suits, damages, liabilities, costs, and/or expenses of any kind whatsoever, including, without limitation, attorney fees and costs, arising out of or resulting from his, her, and/or its failure to remove the vehicle as required under this section. Notwithstanding anything contained in this article to the contrary, no liability will be imputed to or imposed upon the city and/or its officers, employees, and/or agents because of injuries and/or damages sustained by any person or property by reason of any vehicle parked in a swale, any failure to remove a vehicle as required under this section 18-54, and/or the city's removal of a vehicle.

9. The remedies available to city under this section 18-54 are not exclusive of any other remedies available under any applicable federal, state, and/or local laws, regulations, and/or ordinances.

(c) Prohibited Deposits.

1. Notwithstanding anything contained in this article to the contrary, no person will sweep, throw, shovel, push, and/or otherwise deposit any material and/or debris into a swale except as expressly authorized by the city.

2. Any violation of this section 18-54(c) is hereby declared a public nuisance and subject to abatement through the procedures for abating public nuisances set forth in Chapter 8 of the Code. Notwithstanding anything contained in this article to the contrary, upon the city manager's determination of an immediate threat to the public health, safety, and/or welfare, the city may immediately remove (or cause to be removed) any material and/or debris deposited in a swale.

5. Amendment No. 3. Section 18-54, Penalty, is hereby renumbered as Section 18-55.

6. Miscellaneous. This Ordinance is hereby made part of the Code. The provisions of the Code and/or Sidewalk Ordinance that are not amended or modified by this Ordinance remain unchanged and in full force and effect. All capitalized terms used in this Ordinance not otherwise defined herein will have the respective meanings assigned to them in the Code, as applicable. All pronouns contained in this Ordinance and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting. Any reference to a particular law, statute, rule, regulation, code, or ordinance includes the law, statute, rule, regulation, code, or ordinance as now in force and hereafter amended. The provisions of this Ordinance are hereby declared severable. If any section, subsection, sentence, clause, and/or portion of this Ordinance is for any reason held invalid, unenforceable, and/or unconstitutional, such invalid, unenforceable, and/or unconstitutional section, subsection, sentence, clause, and/or portion will (a) yield to a construction permitting enforcement to the maximum extent permitted by applicable law, and (b) not affect the validity, enforceability, and/or constitutionality of the remaining portion of this Ordinance. This Ordinance may be corrected by order of the Council to cure editorial and/or clerical errors. City staff and/or its designee may renumber, format, and make all other edits necessary to codify this Ordinance into the Code.

APPROVED AND ADOPTED by the City Council of the City of La Pine and signed by the Mayor this ninth day of December, 2020.

Ayes: _____
Nays: _____
Abstentions: _____
Absent: _____
Vacancies: _____

By: Daniel L. Richer, Mayor

ATTEST:

By:
Its: