



CITY OF LA PINE, OREGON

REGULAR CITY COUNCIL MEETING

Wednesday, May 13, 2020 at 5:30 PM
La Pine City Hall: 16345 Sixth Street, La Pine, Oregon 97739

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

1. CALL TO ORDER

2. ESTABLISH A QUORUM

3. 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

4. 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.](#) 3.25.2020 Regular Session Minutes

[2.](#) Q3 2020 Financial Summary

5. APPROVAL OF MOSQUITO ABATEMENT SERVICES CONTRACT EXTENSION

6. RESOLUTION 2020-04 - APPROVAL OF BORROWING RESOLUTION 2020-04 WITH OREGON INFRASTRUCTURE FINANCE AUTHORITY OF BUSINESS DEVELOPMENT DEPARTMENT ("OBDD")

7. OTHER MATTERS

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

8. 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.

9. STAFF COMMENTS

10. MAYOR & COUNCIL COMMENTS

11. 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.



REGULAR SESSION CITY COUNCIL MEETING MINUTES
Wednesday, March 25, 2020 at 5:30 PM
La Pine City Hall
16345 Sixth Street, La Pine, Oregon 97739

1. Call to Order

2. Establish Quorum

Members Present: Mayor Daniel Richer, Council President Don Greiner, Councilor Connie Briesse (by telephone), Councilor Michael Harper, Councilor Mike Shields, Student Councilor Max Miller.
Staff Present: City Manager Melissa Bethel, Public Works Director Jake Obrist (by phone), Accounting Clerk Tracy Read

3. Pledge of Allegiance

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

- a. Appointment of Colleen Scott to Council.

5. Public Comment

None.

6. Consent Agenda

- a. Minutes
- b. Council and Staff Reimbursements

Motion by Greiner to approve the Consent Agenda, second by Briesse. No objections, unanimously approved.

7. Approval of Transportation SDC Consultant - Action Item

Obrist delivered the staff report, stating Donovan scored the highest and requested a motion.

Motion made by Greiner to award the contract of creating a Transportation SDC and Capital Improvement Plan to Donovan Enterprises and to enter into a professional services agreement. Second by Shields. No objections, unanimously approved.

8. Approval of Landscape Contract - Action Item

Obrist delivered the staff report and recommended entering into a service agreement with Little River Design.

Motion by Briese to award the Landscaping Maintenance contract to Little River Design and to enter into a professional services agreement. Second by Greiner. No objections, unanimously approved.

9. Decision Regarding Moving Forward with Gas Tax Ballot Measure- Action Item

Bethel stated the ballots which were pulled by Madras and Bend were for the May ballotion.

Briese: Her opinion has not changed since this was discussed previously. Table the ballot measure.

Shields: Table the measure

Harper: Table the measure

10. Other Matters

a. Colleen Scott was sworn in as Councilor to complete Michael Harper's term.

11. Staff Comments

Bethel: Stated she is getting information on a daily basis on the COVID-19 pandemic. Most information relates to how to keep businesses running. Information is being shared to the public through our website and social media.

Obrist: His staff is doing well, healthy and work as normal. New team member Branden Bren is doing a great job.

Read: Staff may work remotely, will be available via e-mail and will check voice messages throughout the day.

12. Mayor and Council Comments

Shields: Nothing

Briese: Welcomed Colleen to Council.

Greiner: Welcome Colleen, asked Obrist whether there are pump problems in some sewer areas. Obrist responded one pump at the Wickiup lift station malfunctioned and needed repair.

Harper: Enjoyed serving the people of La Pine.

Miller: Nothing.

Richer: Wished Harper and his family well.

13. Adjourn Meeting

FINANCIAL SUMMARY March 31, 2020

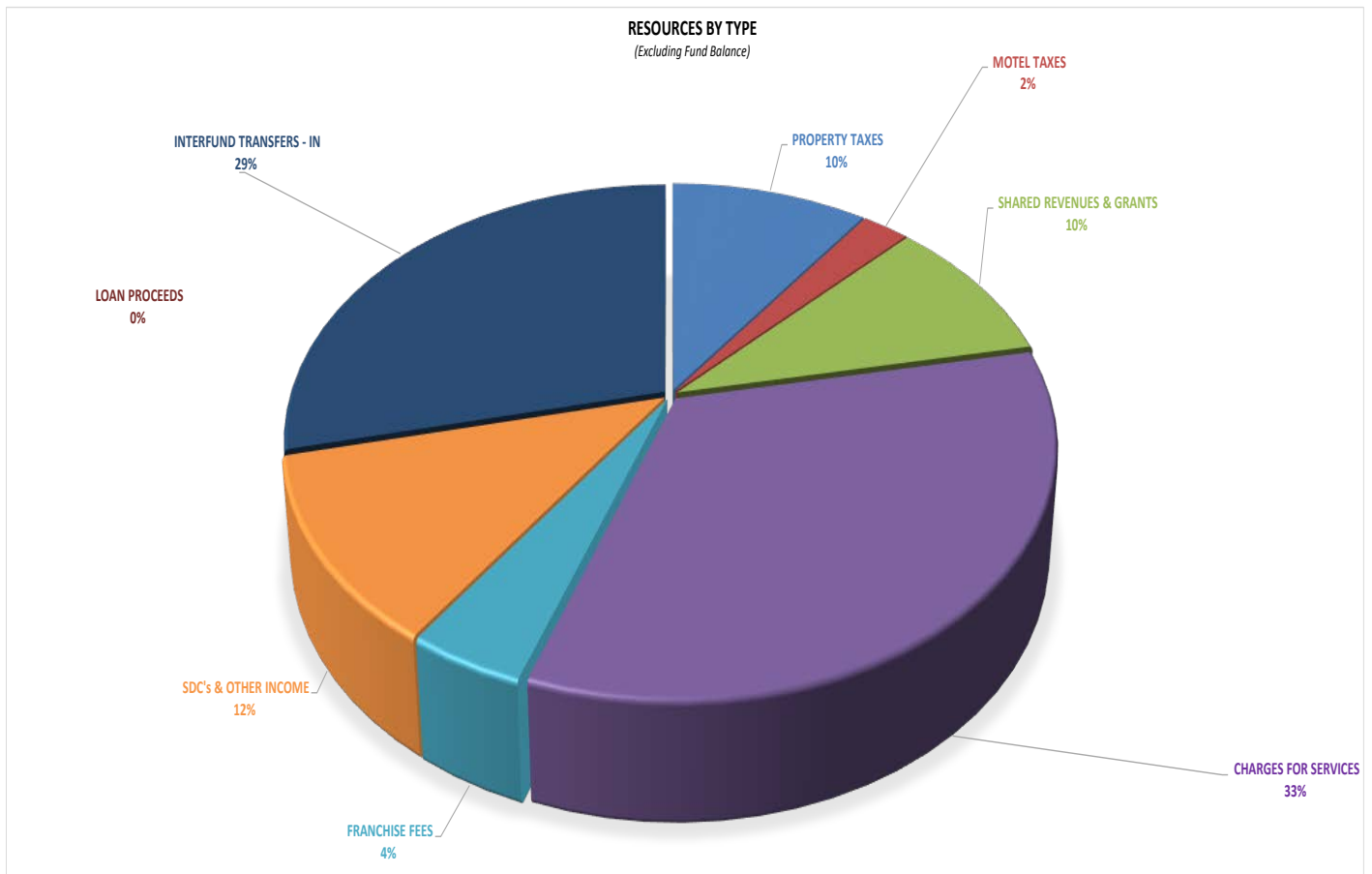
TOTAL RESOURCES - BUDGET TO ACTUAL

AS OF MARCH 31, 2020

	Year To Date	FY 2019-20 Budget	Budget Remaining	(75% lapsed) % Earned
BEGINNING FUND BALANCE	8,180,845	6,581,785	(1,599,060)	124.3%
PROPERTY TAXES	322,485	317,000	(5,485)	101.7%
MOTEL TAXES	76,564	90,000	13,436	85.1%
SHARED REVENUES & GRANTS	310,242	990,136	679,894	31.3%
CHARGES FOR SERVICES	1,084,568	1,340,100	255,532	80.9%
FRANCHISE FEES	137,843	200,000	62,157	68.9%
SDC's & OTHER INCOME	381,768	284,500	(97,268)	134.2%
INTERFUND TRANSFERS IN	928,000	1,183,000	255,000	78.4%
LOAN PROCEEDS	-	8,000,000	8,000,000	0.0%
	<u>11,422,315</u>	<u>18,986,521</u>	<u>7,564,206</u>	<u>60.2%</u>

FINANCIAL HIGHLIGHTS - RESOURCES:

- In the general fund, shared revenue & grants line item is below budget. Grants in the amount of \$744,835 were budgeted, but not received, as of 3/31/2020.
- In the water and sewer funds, \$8.0M of loan proceeds are budgeted, but not received as of 3/31/2020.



RESOURCES - BUDGET TO ACTUAL BY FUND

AS OF MARCH 31, 2020

	Year To Date	FY 2019-20 Budget	Budget Remaining	(75% lapsed) % Earned
GENERAL FUND				
BEGINNING FUND BALANCE	796,283	629,427	(166,856)	126.5%
PROPERTY TAXES	322,485	317,000	(5,485)	101.7%
SHARED REVENUES & GRANTS	106,356	874,935	768,579	12.2%
CHARGES FOR SERVICES	42,851	11,600	(31,251)	369.4%
FRANCHISE FEES	137,843	200,000	62,157	68.9%
MISCELLANEOUS INCOME	56,060	42,000	(14,060)	133.5%
	<u>1,461,878</u>	<u>2,074,962</u>	<u>613,084</u>	<u>70.5%</u>
CEMETERY FUND				
BEGINNING FUND BALANCE	29,587	17,567	(12,020)	168.4%
CHARGES FOR SERVICES	2,280	3,500	1,220	65.1%
MISCELLANEOUS & OTHER INCOME	203	-	(203)	0.0%
INTERFUND TRANSFERS - IN	-	10,000	10,000	0.0%
	<u>32,070</u>	<u>31,067</u>	<u>(1,003)</u>	<u>103.2%</u>
STREETS FUND				
BEGINNING FUND BALANCE	1,073,205	942,112	(131,093)	113.9%
SHARED REVENUES & GRANTS	102,690	115,000	12,310	89.3%
OTHER INCOME	6,798	-	(6,798)	0.0%
INTERFUND TRANSFERS - IN	-	200,000	200,000	0.0%
	<u>1,182,693</u>	<u>1,257,112</u>	<u>74,419</u>	<u>94.1%</u>
TOURISM FUND				
BEGINNING FUND BALANCE	191,614	170,209	(21,405)	112.6%
MOTEL TAXES	76,564	90,000	13,436	85.1%
MISCELLANEOUS INCOME	1,784	201	(1,583)	887.6%
	<u>269,962</u>	<u>260,410</u>	<u>(9,552)</u>	<u>103.7%</u>
COMMUNITY DEVELOPMENT FUND				
BEGINNING FUND BALANCE	134,738	69,943	(64,795)	192.6%
CHARGES FOR SERVICES	60,747	50,000	(10,747)	121.5%
SHARED REVENUES & GRANTS	23,477	31,000	7,523	75.7%
MISCELLANEOUS & OTHER INCOME	1,096	-	(1,096)	0.0%
INTERFUND TRANSFERS - IN	63,000	63,000	-	100.0%
	<u>283,058</u>	<u>213,943</u>	<u>(69,115)</u>	<u>132.3%</u>
INDUSTRIAL/ECONOMIC DEVELOPMENT				
BEGINNING FUND BALANCE	60,232	32,888	(27,344)	183.1%
INDUSTRIAL SITE LEASES / SALES	12,023	18,000	5,977	66.8%
MISCELLANEOUS & OTHER INCOME	34,334	15,000	(19,334)	228.9%
INTERFUND TRANSFERS - IN	-	45,000	45,000	0.0%
	<u>106,589</u>	<u>110,888</u>	<u>4,299</u>	<u>96.1%</u>
RESERVE FUND - WATER/SEWER				
BEGINNING FUND BALANCE	1,534,200	1,539,225	5,025	99.7%
INTERFUND TRANSFERS - IN	315,000	315,000	-	100.0%
	<u>1,849,200</u>	<u>1,854,225</u>	<u>5,025</u>	<u>99.7%</u>
SDC FUND				
BEGINNING FUND BALANCE	2,495,484	2,348,044	(147,440)	106.3%
SYSTEM DEVELOPMENT CHARGES	254,936	195,000	(59,936)	130.7%
	<u>2,750,420</u>	<u>2,543,044</u>	<u>(207,376)</u>	<u>108.2%</u>
WATER FUND				
BEGINNING FUND BALANCE	870,208	200,248	(669,960)	434.6%
CHARGES FOR SERVICES	481,787	647,000	165,213	74.5%
MISCELLANEOUS & OTHER INCOME	13,481	500	(12,981)	2696.2%
LOAN PROCEEDS	-	1,000,000	1,000,000	0.0%
INTERFUND TRANSFERS - IN	550,000	550,000	-	100.0%
	<u>1,915,476</u>	<u>2,397,748</u>	<u>482,272</u>	<u>79.9%</u>
SEWER FUND				
BEGINNING FUND BALANCE	995,294	632,122	(363,172)	157.5%
CHARGES FOR SERVICES	484,880	610,000	125,120	79.5%
LOAN PROCEEDS	-	7,000,000	7,000,000	0.0%
GRANT REVENUE	77,719	-	(77,719)	0.0%
MISCELLANEOUS & OTHER INCOME	13,076	1,000	(12,076)	1307.6%
	<u>1,570,969</u>	<u>8,243,122</u>	<u>6,672,153</u>	<u>19.1%</u>

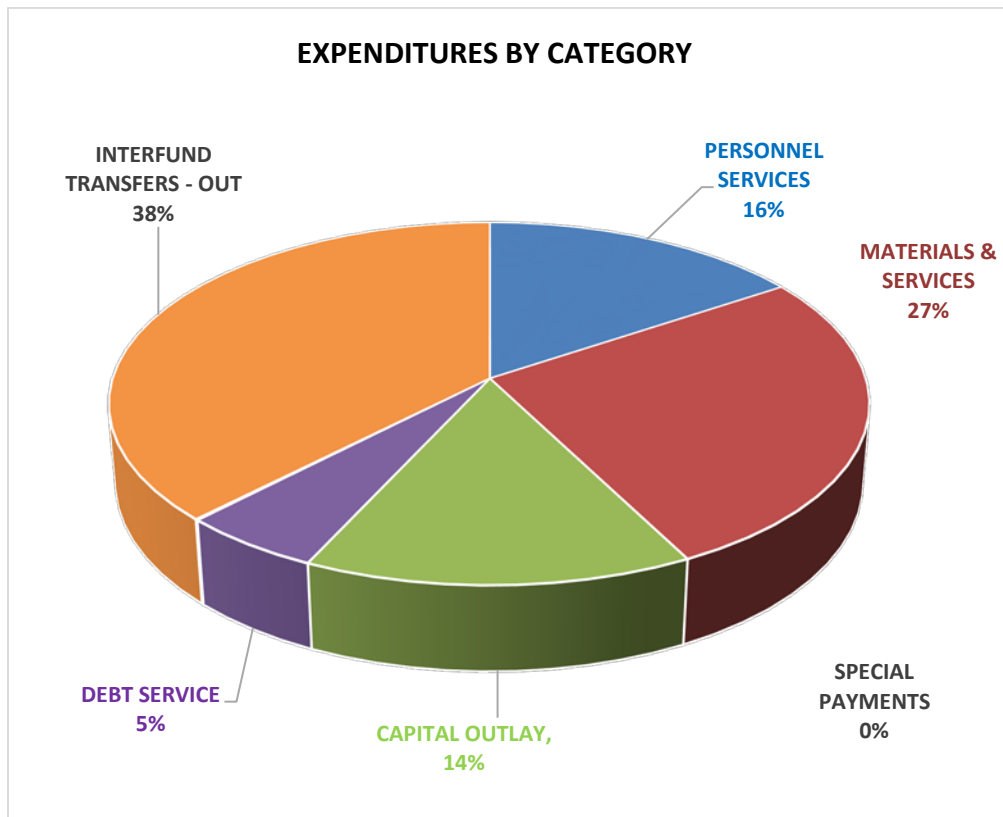
FINANCIAL SUMMARY March 31, 2020

TOTAL EXPENDITURES - BUDGET TO ACTUAL AS OF MARCH 31, 2020

	Year To Date	FY 2019-20 Budget	Budget Remaining	(75% lapsed) % Expended
PERSONNEL SERVICES	385,993	676,754	290,761	57.0%
MATERIALS & SERVICES	659,954	1,334,098	674,144	49.5%
CAPITAL OUTLAY	357,366	10,002,719	9,645,353	3.6%
DEBT SERVICE	131,575	238,600	107,025	55.1%
SPECIAL PAYMENTS	2,611	15,000	12,389	17.4%
INTERFUND TRANSFERS - OUT	928,000	1,183,000	255,000	78.4%
	2,465,499	13,450,171	10,984,672	18.3%

FINANCIAL HIGHLIGHTS – EXPENDITURES:

- Planner position was budgeted in the community development fund, but not filled as of 3/31/2020.
- Capital outlay is below budget due to large projects planned, but not started as of 3/31/2020.



EXPENDITURES - BUDGET TO ACTUAL BY FUND

AS OF MARCH 31, 2020

	Year To Date	FY 2019-20 Budget	Budget Remaining	(75% lapsed) % Expended
GENERAL FUND				
PERSONNEL SERVICES	95,159	99,739	4,580	95.41%
MATERIALS & SERVICES	137,351	260,123	122,772	52.8%
CAPITAL OUTLAY	13,058	925,000	911,942	1.4%
DEBT SERVICE	35,041	44,600	9,559	78.6%
INTERFUND TRANSFERS - OUT	63,000	318,000	255,000	19.8%
	<u>343,609</u>	<u>1,647,462</u>	<u>1,303,853</u>	<u>20.9%</u>
CEMETERY FUND				
MATERIALS & SERVICES	1,618	13,767	12,149	11.8%
CAPITAL OUTLAY	3,945	10,000	6,055	39.4%
	<u>5,563</u>	<u>23,767</u>	<u>18,204</u>	<u>23.4%</u>
STREETS FUND				
PERSONNEL SERVICES	34,870	62,146	27,276	56.1%
MATERIALS & SERVICES	75,399	211,966	136,567	35.6%
CAPITAL OUTLAY	40,000	305,000	265,000	13.1%
	<u>150,269</u>	<u>579,112</u>	<u>428,843</u>	<u>25.9%</u>
TOURISM FUND				
MATERIALS & SERVICES	56,270	120,410	64,140	46.7%
CAPITAL OUTLAY	-	60,000	60,000	0.0%
	<u>56,270</u>	<u>180,410</u>	<u>124,140</u>	<u>31.2%</u>
COMMUNITY DEVELOPMENT FUND				
PERSONNEL SERVICES	-	109,045	109,045	0.0%
MATERIALS & SERVICES	58,101	81,898	23,797	70.94%
	<u>58,101</u>	<u>190,943</u>	<u>132,842</u>	<u>30.4%</u>
INDUSTRIAL/ECONOMIC DEVELOPMENT				
MATERIALS & SERVICES	38,814	94,888	56,074	40.9%
	<u>38,814</u>	<u>94,888</u>	<u>56,074</u>	<u>40.9%</u>
RESERVE FUND - WATER/SEWER				
INTERFUND TRANSFERS - OUT	176,000	176,000	-	100.0%
	<u>176,000</u>	<u>176,000</u>	<u>-</u>	<u>100.0%</u>
SDC FUND				
INTERFUND TRANSFERS - OUT	374,000	374,000	-	100.0%
	<u>374,000</u>	<u>374,000</u>	<u>-</u>	<u>100.0%</u>
WATER FUND				
PERSONNEL SERVICES	127,934	205,486	77,552	62.3%
MATERIALS & SERVICES	98,836	223,262	124,426	44.3%
CAPITAL OUTLAY	191,993	1,585,000	1,393,007	12.1%
DEBT SERVICE	96,534	194,000	97,466	49.8%
SPECIAL PAYMENTS	-	5,000	5,000	0.0%
	<u>515,297</u>	<u>2,212,748</u>	<u>1,697,451</u>	<u>23.3%</u>
SEWER FUND				
PERSONNEL SERVICES	128,030	200,338	72,308	63.9%
MATERIALS & SERVICES	193,565	327,784	134,219	59.1%
CAPITAL OUTLAY	108,370	7,117,719	7,009,349	1.5%
SPECIAL PAYMENTS	2,611	10,000	7,389	26.1%
INTERFUND TRANSFERS - OUT	315,000	315,000	-	100.0%
	<u>747,576</u>	<u>7,970,841</u>	<u>7,223,265</u>	<u>9.4%</u>

CITY OF LA PINE

STAFF REPORT

DATE SUBMITTED:

TO: La Pine City Councilors

FROM: Jake Obrist, La Pine Public Works Manager

SUBJECT: Mosquito Abatement Services-Extension of Agreement

MEETING DATE: May 13, 2020

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: |

Background

The City of La Pine has provided services to maintain vector control with mosquito treatment services and has budgeted accordingly. The City provides these services on approximately 31 miles of roads owned or controlled by the City and/or roads owned or controlled by Deschutes County, located in the City's incorporated limits. Our contractor provides these services on a weekly basis, or as otherwise determined, during the time of heightened mosquito activity and generally from June 1st through August 30th and weather permitting. We have utilized the contracting services of Three Rivers Mosquito and Vector Control for the past 3 seasons and they have provided exceptional work during their time with the City. Our original Professional Services Agreements gives the City latitude to extend this contract if needed with written mutual agreement.

Staff Recommendation

Staff recommends extending our Mosquito Abatement Services with Three Rivers Vector Control for Fy 2019-20, FY 2020-21 and FY 2021-22.

Formal Motion

I move to extend the Mosquito Abatement Services with Three Rivers Mosquito and Vector Control for FY 2019-20, FY 2020-21, and FY 2021-22.

MOSQUITO ABATEMENT SERVICES AGREEMENT

This Mosquito Abatement Services Agreement (this "Agreement") is made and entered into effective on April 12th, 2017 (the "Effective Date") by and between the City of La Pine, an Oregon municipal corporation ("City"), whose address is 16345 Sixth Street, La Pine, Oregon 97739, and Edward S. Horvath, Jr., an individual d/b/a Three Rivers Mosquito and Vector Control ("Contractor"), whose address is PO Box 192, Chiloquin, Oregon 97624.

RECITAL:

Contractor desires to provide certain mosquito abatement services for and on behalf of City. Subject to the terms and conditions contained in this Agreement, Contractor will perform the Services (as defined below) for and on behalf of City.

AGREEMENT:

NOW, THEREFORE, in consideration of the parties' mutual obligations contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Contractor Services.

1.1 Services. Subject to the terms and conditions contained in this Agreement, Contractor will perform the following services for and on behalf of City (collectively, the "Services"): (a) those services identified in Contractor's Proposal for Mosquito Abatement Services dated February 3, 2017 attached hereto as Exhibit A (the "Proposal"); and (b) any other necessary or appropriate services customarily provided by Contractor in connection with its performance of those services identified in the Proposal. Contractor will (w) consult with and advise City on all matters concerning the Services reasonably requested by City, (x) communicate all matters and information concerning the Services to City's City Manager (the "City Manager") and report directly to the City Manager, (y) devote such time and attention to the performance of the Services as City and Contractor deem necessary or appropriate, and (z) perform the Services to the best of Contractor's ability.

1.2 Schedule of Services. All Services will be completed expeditiously and in a timely manner. Subject to the terms and conditions contained in this Agreement, adulticiding related Services will be performed from June 1 - August 30 each calendar year during the term of this Agreement in accordance with the schedule contained in the Proposal; provided, however, adulticiding related Services will be performed on an as-need basis (as reasonably and mutually determined by City and Contractor). City does not guarantee the number of weeks or applications Contractor will provide adulticiding related Services.

1.3 Compensation. Subject to the terms and conditions contained in this Agreement, in consideration of Contractor's timely performance of the Services in accordance with this Agreement, City will pay Contractor in accordance with the compensation schedule contained in Section III of the Proposal. Contractor will submit monthly invoices to City concerning the Services performed by Contractor during the immediately preceding month (each an "Invoice"). Each Invoice will contain the following information: (a) a summary of the Services performed by Contractor (e.g., type of work performed, equipment and materials [chemicals] used, etc.); (b) the dates the Services were performed;

(c) the number of miles completed on each date of service; and (d) any other information reasonably requested by City. City will pay the amount due under each Invoice within thirty (30) days after City has reviewed and approved the Invoice. City's payment will be accepted by Contractor as full compensation for performing the Services to which the Invoice relates. Contractor will provide targeted adulticide related Services for two City/community events at no cost and expense to City and/or any other person in accordance with the Proposal.

1.4 No Benefits; No Reimbursement; Conditions Precedent. City will not provide any benefits to Contractor, and Contractor will be solely responsible for obtaining Contractor's own benefits, including, without limitation, insurance, medical reimbursement, and retirement plans. Expenses incurred by Contractor in connection with the performance of the Services will not be reimbursed by City. Notwithstanding anything contained in this Agreement to the contrary, City's performance of its obligations under this Agreement is conditioned on Contractor's performance of its obligations under this Agreement, including, without limitation, those Contractor obligations described under Section 3.4.

2. Relationship.

2.1 Independent Contractor. Contractor is an independent contractor of City. Contractor is not an employee of City. Contractor will be free from direction and control over the means and manner of performing the Services, subject only to the right of City to specify the desired results. This Agreement does not create an agency relationship between City and Contractor and does not establish a joint venture or partnership between City and Contractor. Contractor does not have the authority to bind City or represent to any person that Contractor is an agent of City. Contractor has the authority to hire other persons to assist Contractor in performing the Services (and has the authority to fire such persons).

2.2 Taxes; Licenses. City will not withhold any taxes from any payments made to Contractor, and Contractor will be solely responsible for paying all taxes arising out of or resulting from Contractor's performance of the Services, including, without limitation, income, social security, workers' compensation, and employment insurance taxes. Contractor will be solely responsible for obtaining and maintaining any and all licenses, approvals, and certificates necessary or appropriate to perform the Services.

3. Representations; Warranties; Covenants.

In addition to any other Contractor representation, warranty, and/or covenant made in this Agreement, Contractor represents, warrants, and covenants to City as follows:

3.1 Authority; Binding Obligation; Conflicts. Contractor has full power and authority to sign and deliver this Agreement and to perform all of Contractor's obligations under this Agreement. This Agreement is the legal, valid, and binding obligation of Contractor, enforceable against Contractor in accordance with its terms. The signing and delivery of this Agreement by Contractor and the performance by Contractor of all of Contractor's obligations under this Agreement will not (a) breach any agreement to which Contractor is a party, or give any person the right to accelerate any obligation of Contractor, (b) violate any law, judgment, or order to which Contractor is subject, or (c) require the consent, authorization, or approval of any person, including, without limitation, any governmental body.

3.2 Quality of Services. Contractor will perform the Services to the best of Contractor's ability, diligently, in good faith, in a professional manner, consistent with and subject to this Agreement, the Proposal, and all Regulations (as defined below), and free from any errors, omissions, and/or defects. Contractor will coordinate with the City Manager concerning the day(s), time(s), and area(s) any adulticiding related Services will be performed. Contractor will assist City with City's efforts to provide the public reasonable advance notice of Contractor's performance of any adulticiding related Services. Adulticiding related Services will be performed only on and over (a) those certain streets or roads owned by City which are specifically identified on the attached Exhibit B, and (b) those certain streets or roads owned by Deschutes County located in City's incorporated limits which are specifically identified on the attached Exhibit B. If approved by the La Pine Parks and Recreation District, Contractor will provide adulticiding related Services for Rosland Park at no additional charge to City and/or the La Pine Parks and Recreation District. Contractor will post notice at Rosland Park prior to Contractor's performances of any adulticiding related services at Rosland Park. Contractor will be solely responsible for the Services. Contractor will make all decisions called for promptly and without unreasonable delay.

3.3 Insurance. During the term of this Agreement, Contractor will obtain and maintain, in addition to any other insurance required under this Agreement, the following minimum levels of insurance: (a) general liability insurance for any and all losses or claims arising out of or related to Contractor's performance of its obligations under this Agreement (including, without limitation, damages as a result of death or injury to any person or destruction or damage to any property) with limits of not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate; and (b) comprehensive automobile liability insurance for all owned, non-owned, and hired vehicles that are or may be used by Contractor in connection with Contractor's performance of the Services with limits of not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate. Each liability insurance policy required under this Agreement will be in form and content satisfactory to City, will list City and City's Representatives (as defined below) as additional insureds, and will contain a severability of interest clause. The insurance Contractor is required to obtain under this Agreement may not be cancelled without ten (10) days' prior written notice to City. Contractor's insurance will be primary and any insurance carried by City will be excess and noncontributing. Contractor will furnish City with appropriate documentation evidencing the insurance coverage (and endorsements) Contractor is required to obtain under this Agreement upon Contractor's execution of this Agreement and at any other time requested by City. If Contractor fails to maintain insurance as required under this Agreement, City will have the option, but not the obligation, to obtain such coverage with costs to be reimbursed by Contractor immediately upon City's demand. Contractor will have workers' compensation insurance in form and amount sufficient to satisfy the requirements of applicable Oregon law.

3.4 Compliance With Laws. Contractor will comply and perform the Services in accordance with the Regulations. Without otherwise limiting the generality of the immediately preceding sentence, Contractor will comply with each and every obligation applicable to Contractor and/or this Agreement under ORS 279B.220, 279B.225, 279B.230, and 279B.235, which statutes are incorporated herein by reference. Prior to the Effective Date, Contractor obtained any and all licenses, approvals, and/or certificates necessary or appropriate to perform the Services. For purposes of this Agreement, the term "Regulation(s)" means any and all applicable federal, state, and local laws, regulations, restrictions, orders, codes, rules, and ordinances related to or concerning, whether directly or indirectly, Contractor, this Agreement, and/or the Services, including, without limitation, any and all applicable City ordinances, resolutions, policies, regulations, orders, restrictions, and guidelines, all as now in force and/or which may hereafter be amended, modified, enacted, or promulgated.

3.5 Indemnification. Contractor will defend, indemnify, and hold City, and each present and future City employee, officer, agent, and representative (collectively, "City's Representatives"), harmless 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, attorney fees, resulting from or arising out of, whether directly or indirectly, the following: (a) damage, injury, and/or death to person or property caused directly or indirectly by Contractor (and/or Contractor's officers, agents, employees, representatives, and/or contractors) and/or the Services; (b) Contractor's failure to pay any tax arising out of or resulting from the performance of the Services; and/or (c) Contractor's breach and/or failure to perform any Contractor representation, warranty, covenant, and/or obligation contained in this Agreement. Contractor's indemnification obligations provided in this Section 3.5 will survive the termination of this Agreement.

4. Term; Termination.

4.1 Term of Agreement. Subject to the terms and conditions contained in this Agreement, the term of this Agreement commenced on the Effective Date and will remain in full force and effect until the completion of the Services (which in no event will be later than September 30, 2019), unless sooner terminated as provided in this Agreement. This Agreement may be extended by the parties' mutual written agreement. Notwithstanding anything contained in this Agreement to the contrary, this Agreement may be terminated (a) at any time by the mutual written agreement of City and Contractor, and/or (b) by City for convenience and without cause by giving thirty (30) days' prior written notice of such termination to Contractor.

4.2 Immediate Termination. Notwithstanding anything contained in this Agreement to the contrary, City may terminate this Agreement immediately upon notice to Contractor upon the happening of any of the following events: (a) Contractor engages in any form of dishonesty or conduct involving moral turpitude related to Contractor's independent contractor relationship with City or that otherwise reflects adversely on the reputation or operations of City; (b) Contractor fails to comply with any applicable law related to Contractor's independent contractor relationship with City; (c) problems occur in connection with the performance of the Services; and/or (d) Contractor breaches and/or otherwise fails to perform any Contractor representation, warranty, covenant, and/or obligation contained in this Agreement. The determination as to whether any of the aforementioned events have occurred will be made by City in City's sole discretion.

4.3 Consequences of Termination. Upon termination of this Agreement, City will not be obligated to reimburse or pay Contractor for any continuing contractual commitments to others or for penalties or damages arising from the cancellation of such contractual commitments. Within a reasonable period of time after termination of this Agreement (but in no event later than five days after termination), Contractor will deliver to City all materials and documentation, including raw or tabulated data and work in progress, related to or concerning the Services. Termination of this Agreement by City will not constitute a waiver or termination of any rights, claims, and/or causes of action City may have against Contractor. If a party breaches or otherwise fails to perform any of its representations, warranties, covenants, and/or obligations under this Agreement, the non-defaulting party may, in addition to any other remedy provided to the non-defaulting party under this Agreement, pursue any and all remedies available to the non-defaulting party at law or in equity. All available remedies are cumulative and may be exercised singularly or concurrently.

5. Miscellaneous.

5.1 Severability; Assignment; Binding Effect. 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. Contractor will not assign this Agreement to any person without City's prior written consent. Subject to the immediately preceding sentence, this Agreement will be binding on the parties and their respective heirs, personal representatives, successors, and permitted assigns, and will inure to their benefit. This Agreement may be amended only by a written agreement signed by each party.

5.2 Attorney Fees; Notices. With respect to any dispute relating to this Agreement, or if a suit, action, arbitration, or other proceeding of any nature whatsoever is instituted to interpret or enforce the provisions of this Agreement, including, without limitation, any proceeding under the U.S. Bankruptcy Code and involving issues peculiar to federal bankruptcy law or any action, suit, arbitration, or proceeding seeking a declaration of rights or rescission, the prevailing party will be entitled to recover from the losing party its reasonable attorney fees, paralegal fees, expert fees, and all other fees, costs, and expenses incurred in connection therewith, as determined by the judge or arbitrator at trial, arbitration, or other proceeding, or on any appeal or review, in addition to all other amounts provided by law. All notices or other communications required or permitted by this Agreement must be in writing, must be delivered to the parties at the addresses first set forth above, or any other address that a party may designate by notice to the other party, and are considered delivered upon actual receipt if delivered personally, by fax, or by a nationally recognized overnight delivery service, or at the end of the third business day after the date of deposit if deposited in the United States mail, postage pre-paid, certified, return receipt requested.

5.3 Governing Law; Venue; Execution. This Agreement is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Agreement. Any action or proceeding arising out of this Agreement will be litigated in courts located in Deschutes County, Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Deschutes County, Oregon. The parties may execute this Agreement in separate counterparts, each of which when executed and delivered will be an original, but all of which together will constitute one and the same instrument. Facsimile or email transmission of any signed original document will be the same as delivery of an original. At the request of either party, the parties will confirm facsimile or email transmitted signatures by signing and delivering an original document.

5.4 Attachments; Further Assurances. Any exhibits, schedules, instruments, documents, and other attachments referenced in this Agreement are part of this Agreement. If any provision contained in an attached exhibit, schedule, instrument, document, and/or other attachment (including, without limitation, the Proposal) conflicts with this Agreement, the provisions of this Agreement will control. The parties will sign other documents and take other actions reasonably necessary to further effect and evidence this Agreement. Time is of the essence with respect to Contractor's performance of its obligations under this Agreement.

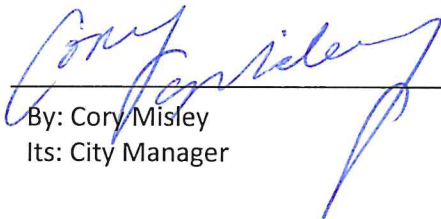
5.5 Waiver; Entire Agreement. No provision of this Agreement may be modified, waived, or discharged unless such waiver, modification, or discharge is agreed to in writing by City and Contractor.

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. This Agreement contains the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and contains all of the terms and conditions of the parties' agreement and supersedes any other oral or written negotiations, discussions, representations, or agreements. Contractor has not relied on any promises, statements, representations, or warranties except as set forth expressly in this Agreement.

5.6 Person; Interpretation. For purposes of this Agreement, the term "person" means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other entity. All pronouns contained herein 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. The titles, captions, or headings of the sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed and made effective for all purposes as of the Effective Date.

CITY:
City of La Pine,
an Oregon municipal corporation



By: Cory Misley
Its: City Manager

CONTRACTOR:
Edward S. Horvath, Jr., an individual
d/b/a Three Rivers Mosquito and Vector Control

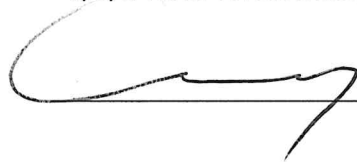


Exhibit A
Proposal

[attached]



651 Market Street
Klamath Falls, Oregon 97601-6252
Office: (541) 238-2271 - Cellular (541) 880-4791
info@trmvc.com
www.trmvc.com

03 February 2017

City of La Pine, Oregon
Attn: Jake Obrist, Public Works Manager
PO Box 2460
La Pine, Oregon 97739

Re: Proposal for Mosquito Abatement Services

It has been our pleasure to provide Mosquito Abatement Services for the City of La Pine, Oregon since 2014. It is and remains our goal to provide a service where our client has confidence that the service is being provided with the utmost of professionalism.

Please find enclosed for your consideration our proposal in response to the RFP for Mosquito Abatement Services for the City of La Pine, Oregon for the 2017-2019 mosquito seasons.

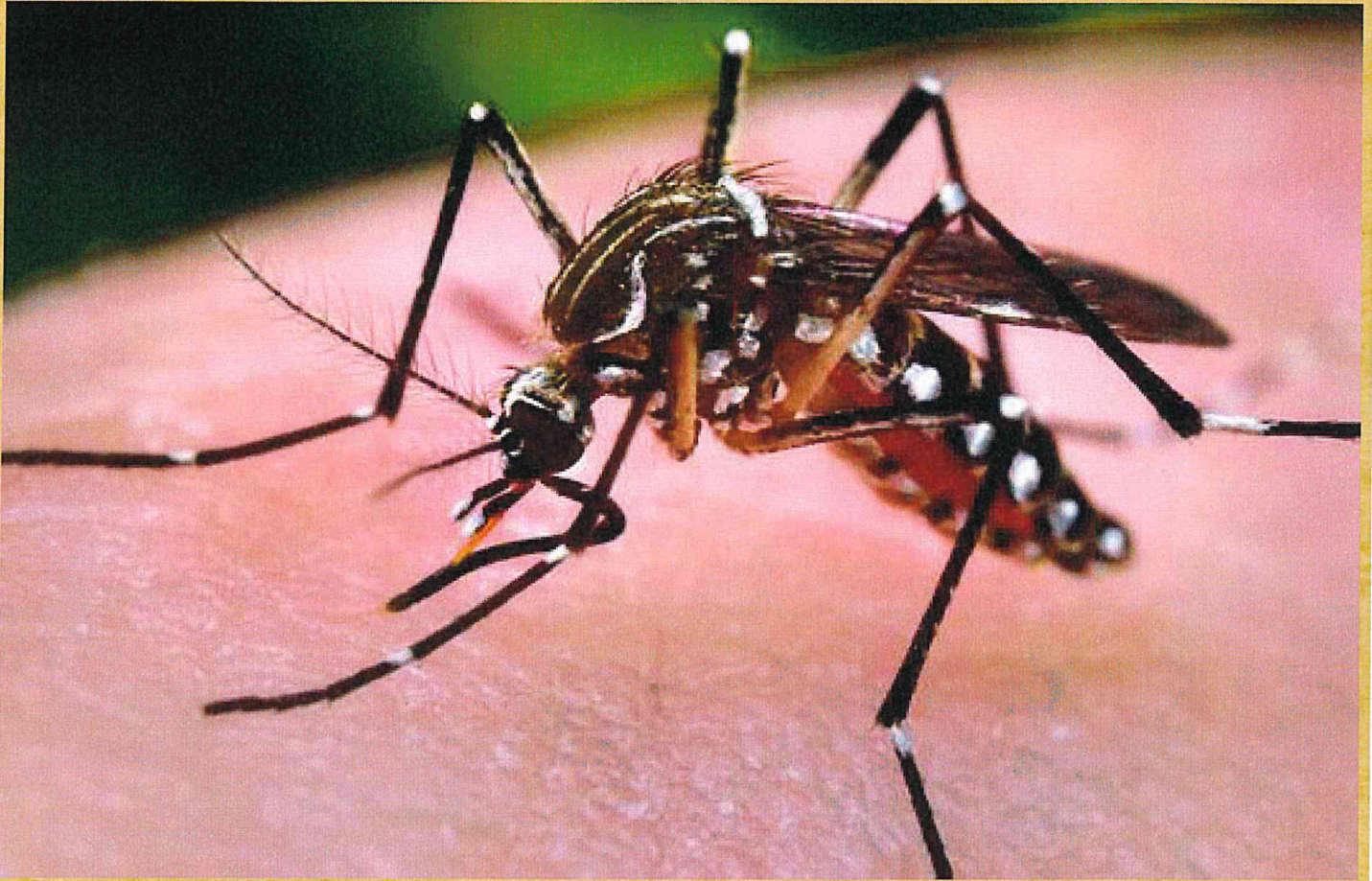
Three Rivers Mosquito and Vector Control maintains agreements with the largest mosquito control pesticide distributors in the world, providing us with the power of the low prices for superior pesticides. This together with multi-year contracts enables TRMVC to pass this savings on to our clients.

TRMVC respectfully submits the enclosed proposal for service for the first nine (9) weekly treatments each year, at a rate of \$60.00 per spray mile (\$1,860 each 31 mile spray mission). Treatments in excess of nine (9) weekly treatments will be available for a discount price of \$55.00 per spray mile (\$1,705 each 31 mile spray mission). *TRMVC will also guarantee our prices for the entire three (3) year contract period.*

Respectfully,

Edward S. Horvath

Enc: Proposal for Mosquito Abatement Services



MOSQUITO ABATEMENT SERVICES

A PROPOSAL TO:
THE CITY OF LA PINE, OREGON
PO Box 2460
16345 Sixth Street
La Pine, Oregon 97739

THREE RIVERS MOSQUITO AND VECTOR CONTROL
651 MARKET STREET, KLAMATH FALLS, OREGON 97601-6252
PHONE: 541-238-2272
EMAIL: INFO@TRMVC.COM
WEBSITE: WWW.TRMVC.COM

**Professional Services Outline for the
City of La Pine, Oregon
Mosquito Abatement Services**

Primary Contact:

Edward S. Horvath, MPH
651 Market Street
Klamath Falls, Oregon 97601-6252
eshorvath@trmvc.com
Office: (541) 238-2272
Cellular: (541) 880-4791

Three Rivers Mosquito and Vector Control (TRMVC) is more than a pest control company that offers mosquito control services. **TRMVC specializes and are experts in mosquito control.** TRMVC is a Central Oregon based business established in 2002 and provides services ranging from feasibility studies and reports for the establishment of vector control programs to evaluations and recommendations for existing programs. We offer mosquito control services for homeowner's associations and City/Municipalities along with full scale Integrated Mosquito Management programs for Vector Control Programs/Districts.

The Project Manager for the City of La Pine will be Edward Horvath. He has more than 15 years of experience in mosquito management, from routine ground treatments and inspections to managing large scale, multi-million dollar mosquito abatement programs. He holds a Masters degree in Public Health (MPH), focusing on Vector (mosquito) Ecology and Control. He also possesses Commercial Pesticide Applicator licenses in the Public Health category issued by the Oregon Department of Agriculture, is certified by the Armed Forces Pest Management Board, and is a licensed Mosquito Control Director (*Licenses & Certificates-Appendix C*) as well as being licensed by multiple States. TRMVC maintains liability insurance which exceeds State requirements (*Appendix B - Insurance*) for \$1M and \$2 Million. Additionally, TRMVC names each client as an "Additional Certificate Holder."

TRMVC maintains a business license with the City of La Pine and is an active member of the La Pine Chamber of Commerce.

TRMVC currently serves several local agencies in Oregon and Washington. In addition to providing services for the City of La Pine since 2014, other clients with similar or larger size, budget and scope include Wild River Owners Association (La Pine, Oregon), Chiloquin Vector (Mosquito) Control District (Chiloquin, Oregon), City of South Bend (Washington), City of Renton (Washington), with individual annual budgets ranging from \$10,500-\$48,000/year. (*References-Appendix D*) TRMVC also has a long history of working with national and international clients. Projects include wide scale truck and aerial spraying, barrier treatment projects, disease surveillance/control projects and complete Integrated Mosquito Management programs.

Our professional staff develops and adapts programs based on your specific habitats, environmental sensitivities, and budget. Because TRMVC offers the widest variety of application methods, and utilizes the most innovative technologies to assess and monitor each program, we can achieve the right balance of efficacy with environmental responsibility. Plus, we offer the industry's fastest scheduling and response time. No other company can service your needs better.

TRMVC employs an IPM approach to scientifically and systematically design customized control programs for each municipality. Every program we design incorporates a combination of computer models, GIS mapping, weather monitoring, and least toxic and most effective biological and chemical controls. TRMVC combines this data with timely reporting to facilitate informed program decisions and critical public education assistance.

Integrated and Innovative Pest Management Strategies

I. OBJECTIVE

Three Rivers Mosquito and Vector Control (TRMVC) respectfully proposes to provide *Mosquito Abatement Services* within the boundaries of the City of La Pine, Oregon, utilizing community wide, vehicle mounted, Ultra Low Volume (ULV) spraying, equipped with a GPS tracking and map based reporting system.

TRMVC respectfully submits this proposal for maintaining an effective and efficient mosquito abatement program for the City of La Pine, Oregon for a Mosquito Abatement Program each season, June 1st-August 30th, 2017-2019. Weekly basis or as otherwise determine, **\$60.00 per spray mile (\$1,860 per 31 mile spray mission) for the first nine (9) treatments. Treatments in excess of nine (9) will be provided at the discounted rate of \$55.00 per mile (\$1,705 per 31 mile spray mission).**

II. SCOPE OF SERVICES

A. GENERAL SERVICE

1. Regulatory compliance on local, state, and federal levels
 - a) TRMVC will conduct operations and prepare reports in accordance industry standards and maintain records and reports in accordance with State and Federal requirements.
2. Geographic Information System (GIS) mapping and record keeping
 - a) All treatment records are maintained in a geographic information database for analysis and reporting.
 - b) A digitally produced map and internet link is provided for our client and residents to review each spray mission.
3. Mosquito Hotline available for Citizen Response/Input/Complaint
 - a) TRMVC maintains a telephone & internet based hotline for citizens to contact TRMVC.
 - b) Trouble areas are recorded into a database for use in forecasting and program evaluation of quality.
4. Weekly and monthly operational reports, periodic advisories, and Annual Report are provided.
5. Program Consulting and Quality Control Staff.
 - a) Monitoring of efficacy and insecticide resistance is conducted twice a year, ensuring high quality programs and effectiveness of pesticides.
 - b) TRMVC will survey the City and surrounding areas for potential larval control recommendations.

B. MOSQUITO ABATEMENT ENHANCEMENT RECOMMENDATIONS

1. Every immature mosquito (larvae) killed prevents thousands of biting adult mosquitoes over just a few weeks. Larval control can reduce overall program costs while improving control of mosquitoes while being more environmentally responsible. TRMVC will evaluate potential mosquito breeding habitats in the La Pine area, for mosquito density and potential future control enhancements **at no additional costs** to the City. TRMVC will map these mosquito sources and provide them to City Staff each year. The City can use this data to determine if larval control would provide a cost savings for future operations.

C. ADULT MOSQUITO CONTROL (ADULTICIDING)

Adulticiding is the use of an Ultra Low Volume (ULV), vehicle mounted sprayer to treat for adult mosquitoes using a pesticide. Citywide ULV treatments of all 31 miles of City and County owned and/or controlled streets per treatment application with a synthetic permethrin insecticide (Aqualuer® 20-20) or other mutually agreed upon pesticide. (*Label and MSDS Appendix A*) (*applied at 0.0035 lbs of active ingredient per acre*)



Aqualuer® is an ultra-concentrate, water dilutable adulticide containing 20% (1.75 lbs of ai/gallon) permethrin and 20% PBO. Aqualuer® uses cold pressed orange oils instead of petroleum oils as a carrier. When Aqualuer® is diluted with water, it provides a more environmentally benign formulation than traditional oil-based products.

Weekly, citywide treatment will be conducted as scheduled with the City of La Pine; Wednesday evenings or day of week to be agreed upon between the City and TRMVC. Depending on weather and wind factors, spraying days may change or could take more than one day to complete at no additional charge to the City and will be conducted on the following day, or next available weather permitting day.

Adulticiding will take place in the evenings when the treatment will be most effective against mosquitoes and have the least impact on non-targeted organisms.

Notification of spraying will be posted at the Rosland Campground prior to spraying, in order to give campers information and warning. Any resident within the City may contact us to be added to the “notify before spraying” list; TRMVC will notify them prior to spraying.

1. Mosquito Control for Community Events:

Two (2) pre-scheduled truck, ATV and/or backpack, Ultra Low Volume (ULV) treatments and barrier sprays with a synthetic permethrin insecticide (Aqualuer® 20-20) or other mutually agreed upon pesticide (*applied at 0.05 lbs of active ingredient per acre*) for localized City/Community sponsored events (i.e. Frontier Days, etc). This will be conducted **at no charge** to the City with the agreement of seven (7) or more paid citywide applications.

2. Spray Equipment

TRMVC ensures uniform pesticide application by utilizing ULV sprayers with advanced technology. Spray is automatically adjusted with the speed of the vehicle in order to provide a consistent and uniform application of pesticides; whether the vehicle is traveling at 5 or 20 miles per hour, a consistent coverage of pesticide is guaranteed.

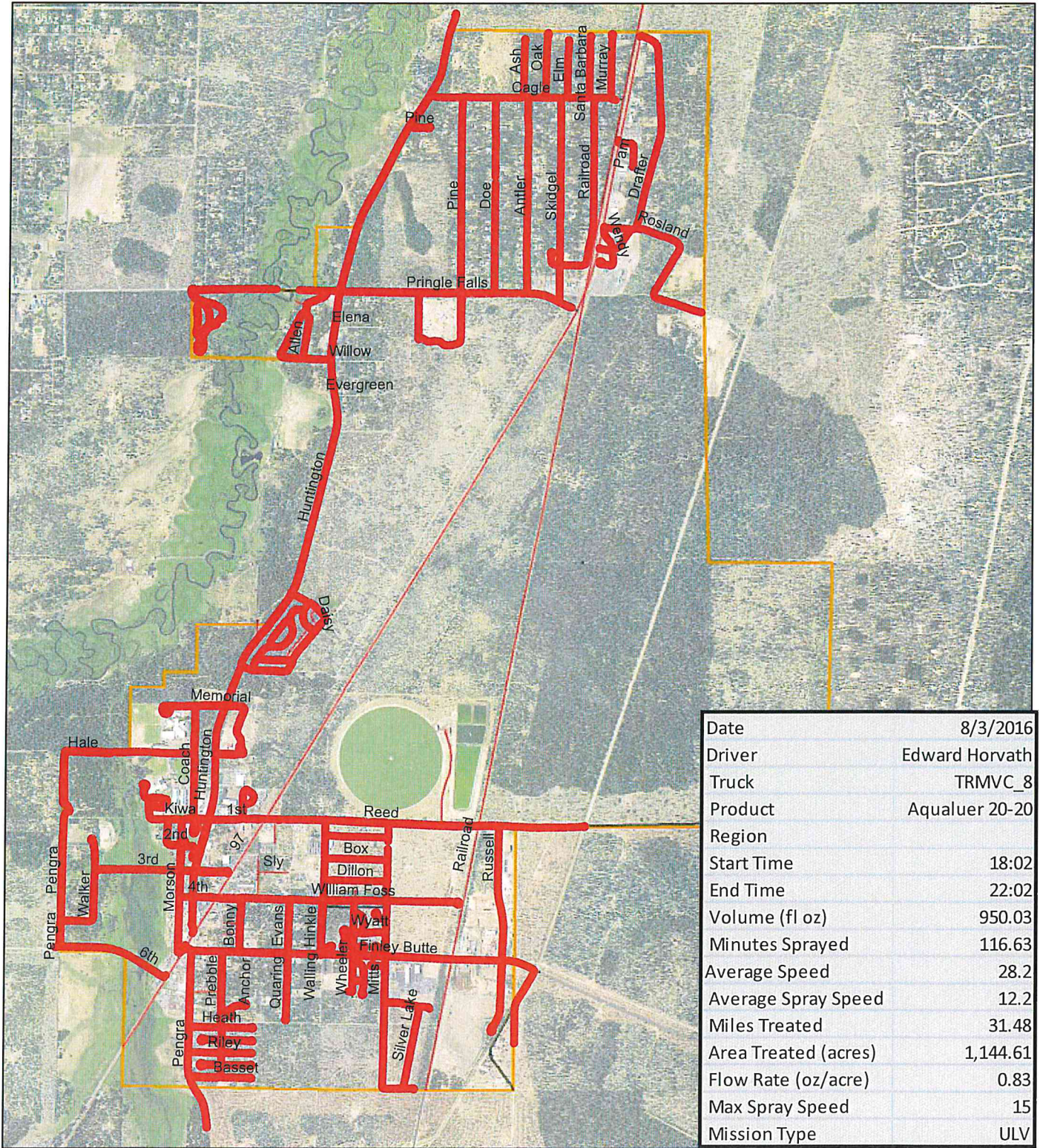


All spray equipment is outfitted with Global Positioning System (GPS) tracking systems*. Vehicle location, date/time, speed and status of the spray system (sprayer on/off) are recorded. This information can be uploaded to the internet in order for our clients have a visual of where we sprayed and where we did not spray. A live link will be available to the City of La Pine to have available for the City’s website or other locations at the City’s discretion. This data is also provided with our weekly reports and our billing statements to ensure TRMVC provided treatments to the approved locations and that the City is correctly billed for actual treatment miles.

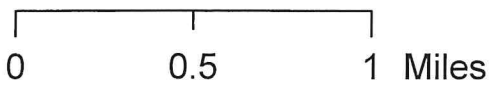
**TRMVC recognizes the importance of recordkeeping. TRMVC maintains the most comprehensive and complete pesticide records and reports in the industry, using the most up to date ArcGIS® based data bases and mapping software. A sample map based report is provided on the following page.*

City of LaPine, Oregon

Mosquito Control Services



Date	8/3/2016
Driver	Edward Horvath
Truck	TRMVC_8
Product	Aqualuer 20-20
Region	
Start Time	18:02
End Time	22:02
Volume (fl oz)	950.03
Minutes Sprayed	116.63
Average Speed	28.2
Average Spray Speed	12.2
Miles Treated	31.48
Area Treated (acres)	1,144.61
Flow Rate (oz/acre)	0.83
Max Spray Speed	15
Mission Type	ULV





III. 2017-2019 Cost for Mosquito Abatement Services (Adulticiding):

TRMVC offers a bid of **\$60.00 per spray mile** (approximately \$1,860 per 31 mile spray mission) for the first nine (9) citywide treatments. Treatments after the first nine (9) are offered at the discounted rate of **\$55.00 per spray mile** (approximately \$1,705 per 31 mile spray mission).

Two (2) pre-scheduled, targeted treatments for City/Community events (i.e. Frontier Days, etc.) **offered at no cost** with the scheduling of seven (7) or more citywide treatments.

TRMVC will treat catch basins or other mosquito producing areas for mosquito larvae if approved by the City, during the seasons.

Price Outline

Citywide Treatments	Price per Mile	Price per 31 mile Spray Mission
1 – 9	\$60.00	\$1,860
10 +	\$55.00	\$1,705

***These prices are guaranteed for the 2017, 2018 and 2019 mosquito seasons.**

For City of La Pine, Oregon:

Sign: _____ Title: _____ Date: _____

Name: _____

For Three Rivers Mosquito and Vector Control:

Sign: _____ Title: Program Manager Date: _____

Name: Edward S. Horvath



Client Authorization
The City of La Pine, Oregon
Mosquito Abatement Program

Administrative Information:

Invoices should be sent to:

Name: _____
Title: _____
Address: _____
City: _____
State: _____
Zip: _____
Office Phone: _____
Fax: _____
Email: _____
PO #: _____

Contact Person for City of La Pine:

Name: _____
Title: _____
Office Phone: _____
Fax: _____
Email: _____
Cellular: _____

Alternate Contact Person for City of La Pine:

Name: _____
Title: _____
Office Phone: _____
Fax: _____
Email: _____
Cellular: _____

Three Rivers Mosquito and Vector Control
651 Market Street
Klamath Falls, Oregon 97601-6252

Integrated and Innovative Pest Management Strategies

**Professional Services Outline for the
City of La Pine, Oregon
Mosquito Abatement Program**

Appendix A

Pesticide Label

and

MSDS



Aqualuer® 20-20

For use only by federal, state, tribal, or local government officials responsible for public health or vector control, or by persons certified in the appropriate category or otherwise authorized by the state or tribal lead pesticide regulatory agency to perform adult mosquito control applications, or by persons under their direct supervision.

ACTIVE INGREDIENTS:

*Permethrin	20.6%
**Piperonyl Butoxide Technical	20.6%
Inert Ingredients:	58.8%
Total:	100.0%

*(3-phenoxyphenyl)methyl(+/-)Cis/trans 3-(2,2-dichloroethenyl)2,2-Dimethyl cyclopropanecarboxylate. Cis/trans ratio: min. 35% (+/-) cis and max. 65% (+/-) trans.

**Equivalent to 80% (butylcarbityl)(6-propylpiperonyl) ether and 20% related compounds

Contains 1.75 pounds of Permethrin and 1.75 pounds of Piperonyl Butoxide per gallon.

KEEP OUT OF REACH OF CHILDREN CAUTION

PRECAUCION AL USUARIO: Si usted no entienda la etiqueta, busque a alguien para que se la explique a usted en detalle. (If you do not understand the label, find someone to explain it to you in detail).

First Aid	
If Swallowed:	<ul style="list-style-type: none"> • Immediately call a Poison Control Center or doctor. • Do not induce vomiting unless told to do so by a poison control center or doctor. • Have person sip a glass of water if able to swallow. • Do not give anything by mouth to an unconscious person.
If on skin or clothing:	<ul style="list-style-type: none"> • Take off contaminated clothing. • Rinse skin immediately with plenty of water for 15 - 20 minutes. • Call a poison control center or doctor for treatment advice.
Have the product container or label with you when calling a poison control center or doctor, or going for treatment.	

PRECAUTIONARY STATEMENTS Hazards to Humans and Domestic Animals

CAUTION: Harmful if swallowed or absorbed through skin. Avoid contact with eyes, skin or clothing. Prolonged or frequently repeated skin contact may cause allergic reaction in some individuals. Wash hands before eating, drinking, chewing gum, using tobacco or using the toilet.

ENVIRONMENTAL HAZARDS

This product is extremely toxic to aquatic organisms, including fish and aquatic invertebrates. Runoff from treated areas or deposition of spray droplets into a body of water may be hazardous to fish and aquatic invertebrates. Do not apply over bodies of water (lakes, rivers, permanent streams, natural ponds, commercial fish ponds, swamps, marshes or estuaries), except when necessary to target areas where adult mosquitoes are present, and weather conditions will facilitate movement of applied material away from the water in order to minimize incidental deposition into the water body. Do not contaminate bodies of water when disposing of equipment rinsate or washwaters.

Bee Warning: This product is highly toxic to bees exposed to direct treatment on blooming crops or weeds. Do not apply to blooming crops or weeds while bees are visiting the treatment areas, except when applications are made to prevent or control a threat to public and/or animal health determined by a state, tribal or local health or vector control agency on the basis of documented evidence of disease causing agents in vector mosquitoes or the occurrence of mosquito-borne disease in animal or human populations, or if specifically approved by the state or tribe during a natural disaster recovery effort.

PHYSICAL AND CHEMICAL HAZARDS

Combustible. Do not use or store near heat or open flame.

A Synergized Permethrin Formulation.

- For Effective Control of Adult Mosquitoes (including organophosphate resistant mosquitoes), Midges (Biting and Non-Biting) and Blackflies.
- For ULV, Thermal and Barrier Applications using Ground and Aerial Equipment for control of Adult Mosquitoes and other biting flies.
- Formulation Allows Dilution with Water or Oil.
- May be Applied Undiluted.
- For surface and barrier applications using handheld equipment.
- Quick Knockdown and Effective Control of Target Insects.
- For ULV applications at rates up to 0.007 lbs. a.i. per acre.
- For barrier application at rates up to 0.1 lbs. a.i. per acre.
- Compatible with injector mixing systems or other insecticide mixing systems.

DIRECTIONS FOR USE

It is a violation of Federal law to use this product in a manner inconsistent with its labeling.

Note: Before making the first application in a season, it is advisable to consult with the state or tribal agency with primary responsibility for pesticide regulation to determine if other regulatory requirements exist.

HOW TO APPLY AND WHERE TO USE

Aqualuer 20-20 is designed for application as an Ultra-Low Volume (ULV) or thermal aerosol to control adult mosquitoes and flies of nuisance, public health or disease vector importance in areas such as but not limited to: residential areas, industrial areas, commercial areas, urban areas, parks, campgrounds, woodlands, athletic fields, golf courses, playgrounds, recreational areas, overgrown waste areas, roadsides, and other areas where adult mosquitoes and flies may be found.

Aqualuer 20-20 is recommended for application with ULV cold aerosol generators, thermal aerosol generators, mist-blowers, backpack sprayers, or handheld sprayers. Mist-blowers, backpack sprayers, handheld sprayers and low-pressure hand sprayers may be used for barrier or surface applications.

FOR BEST RESULTS treat when mosquitoes or insects are most active and weather conditions are conducive to keeping the fog near the ground e.g. cool temperatures, and consistent wind speeds are not greater than 10 m.p.h. Applications during the cool hours of night or early morning are usually preferable.

Do not retreat the same site more than once in 12 hours. Do not apply more than 0.18 lbs. of Permethrin per acre per year to any site. More frequent treatments may be made to prevent or control a threat to public and/or animal health determined by a state, tribal or local health or vector control agency on the basis of documented evidence of disease causing agents in vector mosquitoes or the occurrence of mosquito-borne disease in animal or human populations, or if specifically approved by the state or tribe during a natural disaster recovery effort.

Aqualuer 20-20 can be applied over specific growing crops and range grasses prior to harvest for the control of adult mosquitoes and biting flies within or adjacent to these areas. Application can only be made where the following crops are present:

Almonds	Corn, fodder	Onions, dry bulb
Apples	Corn, forage	Peaches
Broccoli	Corn grain	Pears
Brussels sprouts	Eggplant	Peppers, bell
Cabbage	Range Grasses	Soybeans
Celery	Leafy Vegetables (except Brassica)	Tomatoes
Cauliflower	Lettuce, head	Vegetables, cucurbit
Cherries	Mushrooms	Walnuts

Do not allow spray treatment to drift on cropland (other than crops listed) or water supplies. In treatment of corrals, feedlots, animal confinements/houses, swine lots and zoos, cover any exposed drinking water, drinking fountains and animal feed before application.

Aqualuer 20-20 provides effective control of adult mosquitoes, black flies, gnats, biting and non-biting midges, stable flies, horse flies, deer flies, sheep flies, horn and heel flies, and nuisance flying insects such as houseflies.

Air temperatures should be greater than 50° F when conducting all types of applications.

GROUND APPLICATION

Vehicle-Mounted ULV Cold Aerosol Generators (Cold Fog): Apply through non-thermal ULV application equipment and base all acreage calculations on the equipment manufacturer's recommended swath width. Spray equipment must be adjusted so the volume median diameter or mass median diameter is less than 30 microns (Dv 0.5 < 30 µm) and that 90% of the spray is contained in droplets smaller than 48 microns (Dv 0.9 < 48 µm). Directions from the equipment manufacturer or vendor, pesticide registrant or a test facility using a laser-based measurement instrument must be used to adjust equipment to produce acceptable droplet size spectra. Application equipment must be tested at least annually to confirm that pressure at the nozzle and nozzle flow rates are properly calibrated. Apply at a rate not to exceed 0.007 pounds of permethrin per acre. An optimum swath is created when **Aqualuer 20-20** is applied from a truck being driven perpendicular to the wind direction. Direct the spray head of the equipment to ensure an optimum distribution of the spray cloud throughout the area. For best results, apply when insects are most active and meteorological conditions are conducive to keeping the spray cloud near the ground. An inversion of air temperatures and a light breeze of approximately 1 to 3 mph is preferable. During applications consistent ground wind speeds should not exceed 10 MPH. Application of this product during cooler hours of the night or early morning is recommended.

Aqualuer 20-20 may be applied through all ULV Cold Aerosol Generators, or other similar equipment designed for non-thermal ULV aerosol applications. The desired application rate may be obtained from the chart below or by altering the dilution rate of **Aqualuer 20-20**, the flow rate of the insecticide from the application equipment and the vehicle speed. Some examples are provided in the following chart. When an alternate rate is required, adjust the flow rate accordingly, provided the droplet size and spectrum remain within the label specifications.

FLOW RATE (Fluid Ounces Per Minute)						
Dilutions Based on a 15 Gallon Tank*						
Application Rate (Pounds of Permethrin a.i./Acre)	Vehicle Speed (MPH)	Undiluted	Diluted 1:3	Diluted 1:4.5	Diluted 1:6.5	Diluted 1:9
0.0015	10	0.7	2.8	3.7	5.25	6.7
	15	1.05	4.2	5.5	7.88	10.0
	20	1.4	5.6	7.3	10.50	14.0
0.0035	10	1.55	6.2	8.6	11.7	15.6
	15	2.35	9.3	12.8	17.5	23.3
	20	3.1	12.5	17.2	23.4	
0.007	10	3.1	12.4	17.0	23.2	
	15	4.65	18.6	25.5		
	20	6.2	24.7			

*Dilution Instructions: Fill tank with the recommended amount of water, start agitation then add the correct amount of **Aqualuer 20-20**. The use of metering pumps, injector systems or other mixing systems is optional. Note: When using oil as a diluent agitate well before use.

Where dense vegetation is present, use higher rates of application and/or a slower speed for best results. All applications should be conducted when temperatures are greater than 50° F.

BACKPACK OR HANDHELD SPRAYER APPLICATION: Apply through non-thermal ULV application equipment and base acreage calculations on a 300-foot swath. To apply undiluted at 0.007 pounds of permethrin per acre adjust equipment to an output rate of 1.24 ounces per minute and walk at 4 mph. To apply 0.0035 pounds of permethrin per acre, dilute 1 part **Aqualuer 20-20** with 5 parts of diluent and apply at a rate of 3.8 ounces per minute and walk at 4 mph.

THERMAL AEROSOL APPLICATION: For use in truck-mounted, handheld or other thermal fogging equipment. Spray equipment must be adjusted so the volume median diameter or mass median diameter is less than 30 microns (Dv 0.5 < 30 µm) and that 90% of the spray is contained in droplets smaller than 48 microns (Dv 0.9 < 48 µm). Directions from the equipment manufacturer or vendor, pesticide registrant or a test facility using a laser-based measurement instrument must be used to adjust equipment to produce acceptable droplet size spectra. Application equipment must be tested at least annually to confirm that pressure at the nozzle and nozzle flow rates are properly calibrated. Apply this product mixed with water or oil at a rate not to exceed 0.007 lbs. per acre. Base acreage calculations on a 300 feet swath. For best results, direct the thermal fog into and allow to drift through areas where adult mosquitoes are found.

BARRIER APPLICATIONS: To exclude and control resting or flying adult mosquitoes in areas such as animal quarters, roadsides, urban areas, residential areas, commercial areas, industrial areas, golf courses, parks, recreational areas, tire piles and all public areas where adult mosquitoes occur or find harborage. May be used to treat aggregation and harborage areas such as the perimeter of residential buildings, commercial buildings, storage buildings, crawl spaces, transport trailers, abandoned or uninhabited buildings and other areas where adult mosquitoes find harborage.

When this product is applied as a barrier application using low pressure hand sprayers, hydraulic sprayers or ground ULV equipment, do not apply within 100 feet (30 meters) of lakes and streams.

To apply this product using low pressure hand sprayers or other similar equipment, for the control of mosquitoes on resting or aggregation surfaces mix 0.126 oz. (3.73 ml) in one gallon of water and apply sufficient spray to dampen the surface—approximately 700-750 square feet of treated area. Use equipment that is capable of delivering an even distribution of the labeled rate over the treatment area. For application using backpack or truck-mounted mist-blower equipment apply **Aqualuer 20-20** undiluted at a rate not to exceed 7.3 oz. per acre. If diluted apply at a rate not to exceed 0.1 lbs. permethrin a.i. per acre. Diluted or undiluted applications may be made onto foliage at the perimeter of areas such as recreational areas, parks, or golf courses from which mosquitoes or flies are to be excluded. Applications may be directed into harborage areas or other resting areas where adult mosquitoes or flies may be found.

URBAN ULV MOSQUITO CONTROL APPLICATIONS: For control of resting or flying adult mosquitoes, biting flies and biting midges in harborage areas such as but not limited to utility tunnels, sewers, storm drains and catch basins, pipe tunnels, basements, underground passages, parking decks, crawl spaces under buildings, abandoned buildings or uninhabited buildings. Apply **Aqualuer 20-20** diluted or undiluted using mechanical foggers, hand-held or truck-mounted ULV equipment, thermal foggers or other spray equipment suitable for this type of application. **Aqualuer 20-20** may be applied at rates up to but not exceeding 0.007 lbs. permethrin per acre.

AERIAL APPLICATION

Apply **Aqualuer 20-20** either diluted or undiluted at rates up to 0.007 lbs. Permethrin/PBO per acre by fixed wing or rotary aircraft equipped with a spraying system capable of making a ULV application. For aerial applications of **Aqualuer 20-20**, use ULV equipment and nozzles such as rotary atomizers or similar spray equipment. Spray equipment must be adjusted so the volume median diameter produced is less than 60 microns (Dv 0.5 < 60 µm) and that 90% of the spray is contained in droplets smaller than 115 microns (Dv 0.9 < 115 µm). Directions from the equipment manufacturer or vendor, pesticide registrant or a test facility using a wind tunnel and laser-based measurement instrument must be used to adjust equipment to produce acceptable droplet size spectra. Application equipment must be tested at least annually to confirm that pressure at the nozzle and nozzle flow rate(s) are properly calibrated.

Aerial application of **Aqualuer 20-20** shall be made at altitudes ranging from 100 feet to 300 feet. Do not apply when ground wind speed equals 0 MPH or when ground wind exceeds 10 MPH. Aerial applications of **Aqualuer 20-20** shall only be made when recommended by public health officials and trained personnel of mosquito abatement districts and other mosquito control programs. To ensure best results applications shall be made when temperatures are greater than 50° F.

For best results, apply **Aqualuer 20-20** when insects are most active and meteorological conditions are conducive to keeping the spray cloud near the ground. Aerial applications using aircraft equipped with global positioning systems (GPS) may be needed to compensate for windy conditions and to ensure drift into target areas.

IN FLORIDA: Do not apply by aircraft unless approved by the Florida Department of Agriculture and Consumer Services.

STORAGE AND DISPOSAL

Do not contaminate water food or feed by storage or disposal.

Pesticide Storage and Spill Procedures: Store upright at room temperature. Avoid exposure to extreme temperatures. In case of spill or leakage, soak up with an absorbent material such as sand, sawdust, earth, fuller's earth, etc. Dispose of with chemical waste.

Pesticide Disposal: Pesticide, spray mixture or rinse water that cannot be used according to label instructions must be disposed of at or by an approved waste disposal facility.

Container Disposal: Triple rinse or equivalent, then offer for recycling or reconditioning or puncture and dispose of in a sanitary landfill or by incineration, or if allowed by State and local authorities, by burning. If burned, stay out of smoke.

NOTICE: Buyer and user assume all risk and liability of use, storage and/or handling of this product not in accordance with the terms of this label.

EPA Reg. No 769-985
EPA Est. No. 44616-MO-1
EPA Est. No. 44616-GA-1

Value Garden Supply
P.O. Box 585
St. Joseph, MO 64502
(952)884-6477
www.allprovectorm.com
RM# 22039-10-2



MATERIAL SAFETY DATA SHEET



SECTION 1: PRODUCT AND COMPANY IDENTIFICATION

PRODUCT NAME: Aqualuer 20-20
EPA REG. NUMBER: 769-985
PRODUCT NUMBER: 51040, 51041, 51042, 51043, 51044

MANUFACTURER: Value Garden Supply
ADDRESS: P.O. Box 585, St. Joseph, MO 64502
WEBSITE: www.allprovector.com

MANUFACTURER PHONE: (888) 603-1008
MANUFACTURER FAX PHONE: (952) 884-6149
EMERGENCY PHONE: (800) 858-7378

PRODUCT USE: For effective control of Adult Mosquitoes. For application by Public Health Officials and Trained Personnel of Mosquito Abatement Districts and Other Mosquito Control Programs.

SECTION 2: COMPOSITION/INFORMATION ON INGREDIENTS

Table with 7 columns: INGREDIENTS*, CAS NO., % WT, OSHA TWA, OSHA STEL, ACGIH TWA, ACGIH STEL. Rows include Permethrin, Piperonyl Butoxide, Orange Oil, and Inert.

* All ingredients in quantities > 1.0 % (0.1 % for carcinogens or teratogens) that are potentially hazardous per OSHA definitions

N/A = not applicable NE = not established

SECTION 3: HAZARDS IDENTIFICATION

EMERGENCY OVERVIEW: Potential Health Effects

POTENTIAL HEALTH EFFECTS: If sufficient quantity of the product is ingested, it may be fatal. May cause irritation to the eyes, nose, throat and skin.

CARCINOGENICITY: Permethrin: A statistically significant increase of lung and liver tumors was observed in female mice receiving diets containing 375 and 750 mg/Kg/day over 85 weeks. Piperonyl Butoxide: Marginally higher incidences of benign liver tumors in mice were observed following lifetime high dose exposures.

SECTION 4: FIRST AID MEASURES

EYES: Can cause eye irritation and possible corneal injury. Immediately flush eyes with copious amounts of water and get medical attention.

SKIN: Immediately wash with soap and water. If skin irritation occurs, consult a physician.

INGESTION: May cause gastro-intestinal irritation or nausea. Do not induce vomiting. Get immediate medical attention.

INHALATION: Move person to an area of fresh air and give artificial respiration if necessary. If breathing difficulty persists, get immediate medical attention.

SECTION 5: FIRE-FIGHTING MEASURES

FLAMMABILITY CLASSIFICATION: 2



MATERIAL SAFETY DATA SHEET



FLASH POINT: 135 F

AUTOIGNITION TEMPERATURE: N/A

EXTINGUISHING MEDIA: Carbon dioxide, foam or dry chemical

SPECIAL FIRE FIGHTING PROCEDURES: Wear full protective clothing and self-contained breathing apparatus. Evacuate nonessential personnel from the area to prevent human exposure to fire, smoke, fumes or products of combustion. Prevent use of contaminated buildings, area and equipment until decontaminated. Smother to exclude air. Do not use water. Handle as an oil fire.

UNUSUAL FIRE AND EXPLOSION HAZARDS:

NFPA HAZARD CLASSIFICATION: HEALTH 1 FIRE 2 REACTIVITY 0 SPECIFIC N/A

NFPA HAZARD RATING CODES: INSIGNIFICANT 0 SLIGHT 1 MODERATE 2 HIGH 3 EXTREME 4

SECTION 6: ACCIDENTAL RELEASE MEASURES

STEPS TO BE TAKEN IN CASE MATERIAL IS RELEASED OR SPILLED: Wear chemical safety glasses with side shields or chemical goggles, rubber gloves, rubber boots, long-sleeved shirt, long pants, to prevent contact with spilled material. For small spills, cover the spill with an absorbent material such as pet litter. Sweep up and place in an approved chemical container. Wash the spill area with water containing a strong detergent, absorb with pet litter or other absorbent material, sweep up and place in a chemical container. Seal the container and handle in an approved manner. Flush the area with water to remove any residue. Do not allow wash water to contaminate water supplies.

SECTION 7: HANDLING AND STORAGE

HANDLING AND STORAGE: Store the material in a well-ventilated, secure area, out of the reach of children and domestic animals. Do not store food, beverages or tobacco products in the storage area. Prevent eating, drinking, tobacco usage, and cosmetic application in areas where there is a potential for exposure to the material. Always wash thoroughly after handling.

SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

The employee must wear protective clothing and related safety equipment. Good ventilation should be sufficient for most conditions. Positive pressure self contained breathing apparatus should be used for confined spaces and high exposure operations. The employee should shower at the end of the workday. The employee must wear clean clothes every day or after a spill if the clothes become contaminated. Always wash hands and face with soap and water prior to eating, drinking, smoking or using toilet facilities. It is best not to wear contact lenses but use safety prescription glasses.

SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

APPEARANCE: Light yellow/orange color VAPOR PRESSURE (mmHg): 2MMhG
ODOR: Slight Orange Odor VAPOR DENSITY (AIR =): Over 1
PHYSICAL STATE: Liquid SPECIFIC GRAVITY: 0.842-0.846
BOILING POINT: 349 F (176 C) PERCENT VOLATILE BY VOLUME: 98%
MELTING POINT: N/A EVAPORATION RATE: 0.2 (BuAc=1)
FREEZING POINT: F AUTO IGNITION: N/A
WATER SOLUBILITY: Disperses in water Flash Point: 135 F



MATERIAL SAFETY DATA SHEET



SECTION 10: STABILITY AND REACTIVITY

STABILITY: Stable under most conditions, avoid temperatures over 118 F (48 C)

INCOMPATIBILITY (MATERIAL TO AVOID): Strong Oxidizing agents

HAZARDOUS POLYMERIZATION: Will not occur.

SECTION 11: TOXICOLOGICAL INFORMATION

ACUTE ORAL EFFECTS: Oral LD50 (Rat): >500 to <5,000 mg./Kg. (female) >5,000 mg./Kg. (male)

ACUTE DERMAL EFFECTS: Dermal LD50 (Rat): >2,000 mg/Kg.

CARCINOGENICITY: Permethrin: A statistically significant increase of lung and liver tumors was observed in female mice receiving diets containing 375 and 750 mg/Kg/day over 85 weeks. Piperonyl Butoxide: Marginally higher incidences of benign liver tumors in mice were observed following lifetime high dose exposures. The significance of this observation is questionable and under review. The doses at which tumors were observed greatly exceeded human dietary intake. At anticipated dietary exposure levels, it is highly unlikely that piperonyl butoxide would result in carcinogenic effects. IARC has also concluded that there is no evidence for the carcinogenicity of white oils when administered by routes other than by interperitoneal injection. The solvent is not carcinogenic according to the OSHA Hazard Communication Standard.

EYE EFFECTS: Minimally irritating

INHALATION: 4-hour LC50 (Rat): >2.02 mg./L.

SKIN CONTACT: Non-irritating.

SKIN SENSITIZE: Permethrin is a skin sensitizer in some individuals.

MUTAGENIC POTENTIAL: Permethrin and Piperonyl Butoxide did not produce any mutagenic effects when tested in the Ames test.

REPRODUCTIVE HAZARD POTENTIAL: Permethrin and Piperonyl Butoxide were not teratogenic when tested in rats.

SECTION 12: ECOLOGICAL INFORMATION

Permethrin and piperonyl butoxide are highly toxic to fish and other aquatic organisms. Do not apply directly to water, or to areas where surface water is present or to intertidal areas below the mean high water mark other than as instructed on the product label. Do not contaminate water by disposing of equipment washwater. Apply this product only as specified on the label.

SECTION 13: DISPOSAL CONSIDERATIONS

WASTE DISPOSAL METHOD: Do not reuse product containers. Dispose of product containers, waste containers, and residues according to Federal, State and local health and environmental regulations.

SECTION 14: TRANSPORT INFORMATION

***DOT HAZARD DESCRIPTION:** Terpene Hydrocarbon Solution, 3, UN2319, PG III, Marine Pollutant, (Permethrin)

HAZARD CLASS : 3
IDENTIFICATION NO. : UN2319
PACKAGING GROUP: III

(*) U.S Department of Transportation

IMO: UN2319, TERPENE HYDROCARBONS, N.O.S., (D-LIMONENE, PERMETHRIN), 3, PGIII, MARINE POLLUTANT



MATERIAL SAFETY DATA SHEET



SECTION 15: REGULATORY INFORMATION

TDG STATUS: Hazardous

IMO STATUS: UN2319, TERPENE HYDROCARBONS, N.O.S., (D-LIMONENE, PERMETHRIN), 3, PGIII, MARINE POLLUTANT

IATA STATUS: Hazardous

Permethrin (20.6%) (CAS # 52645-53-1)

Piperonyl Butoxide (20.6%) (CAS # 51-03-6)

TSCA, DSL, EINECS, AICS, MITI, KECL, PICCS STATUS: listed on Inventory

INDIVIDUAL STATES: N/A

SECTION 16: OTHER INFORMATION

This information is provided in good faith, but without express or implied warranty. For additional information, refer to the American Conference of Governmental Industrial Hygienists (ACGIH) documentation of TLV's (Threshold Limit Values) for individual components and the DOT Emergency Response Guidebook.

Natular™ XRT



To be used in governmental mosquito control programs, by professional pest control operators, or in other mosquito or midge control operations.

Active Ingredient (dry weight basis):
spinosad (a mixture of spinosyn A
and spinosyn D)* 6.25%

Other ingredients 93.75%
Total 100.00%

U.S. Patent No. 5,362,634 and 5,496,931

* A Naturalyte® Insect Control product

Natular XRT is a 6.25% tablet. This product may absorb moisture; therefore, the weight of the tablet and percent by weight of active ingredient will vary with hydration.

Group 5 INSECTICIDE

Keep Out of Reach of Children CAUTION

Precautionary Statements

Hazards to Humans and Domestic Animals

Harmful if swallowed. Causes moderate eye irritation. Wash thoroughly with soap and water after handling and before eating, drinking, chewing gum, or using tobacco. Avoid contact with eyes or clothing. Wear protective eyewear (such as goggles, face shield, or safety glasses).

First Aid

- If swallowed:**
- Call a poison control center or doctor immediately for treatment advice.
 - Have person sip a glass of water if able to swallow.
 - Do not induce vomiting unless told to do so by a poison control center or doctor.
 - Do not give anything to an unconscious person.
- If in eyes:**
- Hold eye open and rinse slowly and gently with warm water for 15-20 minutes.
 - Remove contact lenses, if present, after the first 5 minutes, then continue rinsing.
 - Call a poison control center or doctor for treatment advice.

Have the product container or label with you when calling a poison control center or doctor or going for treatment. You may also contact 1-800-214-7753 for emergency medical treatment information.

Environmental Hazards

This product is toxic to aquatic organisms. Non-target aquatic invertebrates may be killed in waters where this pesticide is used. Do not contaminate water when cleaning equipment or disposing of equipment washwaters.

Directions for Use

It is a violation of Federal law to use this product in a manner inconsistent with its labeling.

Read all Directions for Use carefully before applying.

General Information

Natular XRT is a Naturalyte® product for killing mosquito and midge larvae. This product's active ingredient, spinosad, is biologically derived from the fermentation of *Saccharopolyspora spinosa*, a natu-

rally occurring soil organism. Natular XRT tablets release effective levels of spinosad over a period up to 180 days in mosquito breeding sites. The tablet is designed for easy application to catch basins.

Release of spinosad is affected by the dissolution of the Natular XRT tablet. If tablets become covered by obstructions such as debris, vegetation, or loose sediment as a result of high rainfall or flow, normal dispersion of the active ingredient can be inhibited. Water flow may increase the dissolution of the tablet, thus reducing the residual life of the tablet. Inspect areas of water flow to determine appropriate re-treatment intervals. To assure positive results, place Natular XRT tablets where they will not be swept away by flushing action.

General Use Precautions

Integrated Pest Management (IPM) Programs

Natular XRT is intended to kill mosquito and midge larvae. Mosquitoes are best controlled when an IPM program is followed. Larval control efforts should be managed through habitat mapping, active adult and larval surveillance, and integrated with other control strategies such as source reduction, public education programs, harborage or barrier adult mosquito control applications, and targeted adulticide applications.

Insecticide Resistance Management (IRM)

Natular XRT contains a Group 5 insecticide. Insect biotypes with acquired resistance to Group 5 insecticides may eventually dominate the insect population if appropriate resistance management strategies are not followed. Currently, only spinetoram and spinosad active ingredients are classified as Group 5 insecticides. Resistance to other insecticides is not likely to impact the effectiveness of this product. Spinosad may be used in rotation with all other labeled products in a comprehensive IRM program.

To minimize the potential for resistance development, the following practices are recommended:

- Base insecticide use on comprehensive IPM and IRM programs.
- Do not use less than the labeled rates.
- Routinely evaluate applications for loss of effectiveness.
- Rotate with other labeled effective mosquito larvicides that have a different mode of action.
- In dormant rice fields, standing water within agricultural/crop sites, and permanent marine and freshwater sites, do not make more than 3 applications per year.
- Use insecticides with a different mode of action (different insecticide group) on adult mosquitoes so that both larvae and adults are not exposed to products with the same mode of action.
- Contact your local extension specialist, technical advisor, and/or Clarke representative for insecticide resistance management and/or IPM recommendations for the specific site and resistant pest problems.
- For further information or to report suspected resistance, you may contact your local Clarke representative by calling 800-323-5727.

Application

Proper application techniques help ensure adequate coverage and correct dosage necessary to obtain optimum kill of mosquito and midge larvae. Natular XRT tablets can be applied prior to flooding, on snow and ice in breeding sites prior to spring thaw, or at any time after flooding in listed sites. Under normal conditions, one application will last the entire mosquito season, or up to 180 days, whichever is shorter. Natular XRT tablets will be unaffected in dry down situations and will begin working again during subsequent wetting events until the tablet is exhausted. Note: Natular XRT has no effect on mosquitoes which have reached the pupal or adult stage prior to treatment.

Application Sites and Rates

Natular XRT tablets are designed to kill mosquitoes in natural and manmade depressions that hold water. Do not apply to water intended for irrigation. Examples of application sites are:

Storm water drainage areas, sewers and catch basins, woodland pools, snow pools, roadside ditches, retention ponds, freshwater dredge spoils, tire tracks, rock holes, pot holes and similar areas subject to holding water.

Natural and manmade aquatic sites, fish ponds, ornamental ponds and fountains, other artificial water-holding containers, flooded crypts, transformer vaults, abandoned swimming pools, construction and other natural or manmade depressions.

Stream eddies, creek edges, detention ponds.

Freshwater swamps and marshes including mixed hardwood swamps, cattail marsh, common reed wetland, water hyacinth ponds, and similar freshwater areas with emergent vegetation.

Brackish water swamps and marshes, intertidal areas.

Sewage effluent, sewers, sewage lagoons, cesspools, oxidation ponds, septic ditches and tanks, animal waste lagoons and settling ponds, livestock runoff lagoons, wastewater impoundments associated with fruit and vegetable processing and similar areas.

Also for use in dormant rice fields (for application only during the interval between harvest and preparation of the field for the next cropping cycle) and in standing water within agricultural areas where mosquito breeding occurs: pastures/hay fields, rangeland, orchards, vineyards, and citrus groves. Do not apply to waters intended for irrigation.

For mosquito kill in non- or low-flow, shallow depressions (up to 2 feet in depth), treat on the basis of surface area placing 1 Natular XRT tablet per 100 sq ft. Place tablets in the lowest areas of mosquito breeding sites to maintain continuous kill as the site alternately floods and dries up.

For applications in storm water drainage areas, sewers and catch basins, place 1 Natular XRT tablet into each catch basin.

For application sites connected by a water system, i.e., storm drains or catch basins, treat all of the water holding sites in the system to maximize the efficiency of the treatment program.

For application to small contained sites which may not be amenable to a rate of a single tablet per 100 sq ft, use 1 tablet per contained site (e.g., cesspools and septic tanks, transformer vaults, abandoned pools, and other small artificial water-holding containers).

STORAGE AND DISPOSAL

Do not contaminate water, food, or feed by storage and disposal.

Pesticide Storage: Store in a cool dry place in original container only.

Pesticide Disposal: Wastes resulting from the use of this product must be disposed of on site or at an approved waste disposal facility.

Container Handling: Nonrefillable container. Do not reuse or refill this container. Offer for recycling if available, or puncture and dispose of in a sanitary landfill, or by incineration, or by other procedures allowed by state and local authorities.

Warranty

To the extent consistent with applicable law CLARKE MOSQUITO CONTROL PRODUCTS, INC. makes no warranty, express or implied, concerning the use of this product other than as indicated on the label. Buyer assumes all risk of use/handling of this material when use and/or handling is contrary to label instructions.

Naturalyte ® is a Trademark of Dow AgroSciences LLC

Natular™ is a Trademark of Clarke Mosquito Control Products, Inc.

Manufactured for
Clarke Mosquito Control Products, Inc.
159 North Garden Avenue
Roselle, IL 60172 U.S.A.

Made in the U.S.A. EPA Reg. No. 8329-84

EPA Est.8329-IL-03

Net Contents: 220 Tablets / 19.4 lbs / 8.8 kg

Lot/Batch No:

MATERIAL SAFETY DATA SHEET

Emergency Phone: 800-992-5994

PRODUCT: NATULAR™ XRT

Effective Date: 3/18/2009
US EPA Registration No.: 8329-84
Development Code: GF-1935

1. PRODUCT AND COMPANY IDENTIFICATION

PRODUCT: NATULAR™ XRT

COMPANY IDENTIFICATION:

Clarke Mosquito Control Products, Inc.
110 E. Irving Park Rd., 4th Floor
Roselle, IL 60172
U.S.A.

1-800-323-5727

2. INFORMATION ON INGREDIENTS:

Spinosad: Factor A CAS# 131929-60-7	
Factor D CAS# 131929-63-0	6.25%

Other Ingredients*, Proprietary blend	93.75%
---------------------------------------	--------

* Product may contain up to 3.6% by weight Crystalline Silica (CAS# 14808-60-7)

This document is prepared pursuant to the OSHA Hazard Communication Standard (29 CFR 1910.1200). In addition, other substances not 'Hazardous' per this OSHA Standard may be listed. Where proprietary ingredient shows, the identity may be made available as provided in this standard.

3. HAZARDS IDENTIFICATION:

POTENTIAL HEALTH EFFECTS: This section includes possible adverse effects, which could occur if this material is not handled in the recommended manner.

EYE: This product may release nuisance dust in handling or use. Dust may cause slight transient (temporary) eye irritation.

SKIN: Essentially non-irritating to skin. The LD50 for skin absorption in rats is > 5000 mg/kg. A single prolonged exposure is not likely to result in the material being absorbed through skin in harmful amounts. Did not cause allergic skin reactions when tested in guinea pigs.

INGESTION: Single dose oral toxicity is extremely low. The oral LD50 in rats is > 5000 mg/kg.

INHALATION: Inhalation of dusts from this product may irritate the nose, throat, lungs, and upper respiratory tract. Acute exposure to dust is not likely to be hazardous.

SYSTEMIC (OTHER TARGET ORGANS) EFFECTS: In animals, spinosad has been shown to cause vacuolation of cells in various tissues. Dose levels producing these effects

were many times higher than any dose levels expected from exposure due to use.

CANCER INFORMATION: Spinosad did not cause cancer in laboratory animals. Respirable crystalline silica is classified by IARC as a Group 1 carcinogen. The weight percent of crystalline silica given represents total quartz and not the respirable fraction. Testing of dust from source products has not detected respirable crystalline silica.

TERATOLOGY (BIRTH DEFECTS): Birth defects are unlikely. Even exposures having an adverse effect on the mother should have no effect on the fetus.

REPRODUCTIVE EFFECTS: Spinosad effects on reproduction, in laboratory animal studies, have been seen only at doses that produced significant toxicity to the parent animals.

4. FIRST AID:

EYE: Hold eye open and rinse slowly and gently with water for 15-20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye. Call a poison control center or doctor for treatment advice.

INGESTION: If swallowed, seek medical attention. Do not induce vomiting unless directed to do so by medical personnel. Never give anything by mouth to an unconscious person.

NOTE TO PHYSICIAN: No specific antidote. Supportive care. Treatment based on judgment of the physician in response to reactions of the patient.

5. FIRE FIGHTING MEASURES:

FLASH POINT: Not determined
METHOD USED: Not applicable
FLAMMABLE LIMITS:
LFL: Not determined
UFL: Not determined

EXTINGUISHING MEDIA: To extinguish combustible residues of this product use water fog, carbon dioxide, dry chemical or foam.

FIRE AND EXPLOSION HAZARDS: Keep people away. Isolate fire area and deny unnecessary entry. Under fire conditions some components may decompose. Combustion products may include CO and NOx typical of wood smoke.

FIRE-FIGHTING EQUIPMENT: Wear positive pressure, self-contained breathing apparatus (SCBA) and protective fire-

MATERIAL SAFETY DATA SHEET

Emergency Phone: 800-992-5994

PRODUCT: NATULAR™ XRT

Effective Date: 3/18/2009
US EPA Registration No.: 8329-84
Development Code: GF-1935

fighting clothing (includes fire-fighting helmet, coat, pants, boots, and gloves). If protective equipment is not available or not used, fight fire from a protected location or safe distance.

6. ACCIDENTAL RELEASE MEASURES:

ACTION TO TAKE FOR SPILLS/LEAKS: Collect all waste material and place in closable marked containers. Use non-reactive absorbent to absorb small spills of rinsate and collect for disposal.

7. HANDLING AND STORAGE:

HANDLING: Keep out of reach of children. Do not take internally. Wash thoroughly after handling and before eating, drinking, or smoking. Store product in original container. See product label for additional instructions.

STORAGE: Product should be stored in compliance with local regulations. Store in a cool, dry, well-ventilated place in the original container. Protect from excessive heat and cold. Do not store near food, drink, animal feeding stuffs, pharmaceuticals, cosmetics or fertilizers. Keep out of reach of children.

CONTAINER HANDLING: Non-refillable container. Do not reuse or refill this container. Offer for recycling if available, or puncture and dispose of in a sanitary landfill, or by incineration, or by other procedures allowed by state and local authorities.

8. EXPOSURE CONTROLS/PERSONAL PROTECTION:

These precautions are suggested for conditions where the potential for exposure exists. Emergency conditions may require additional precautions.

EXPOSURE GUIDELINES: Spinosad: Dow AgroSciences Industrial Hygiene Guide is 0.3 mg/M³, TWA.

Crystalline silica TLV 0.05 mg/M³, TLV-Respirable fraction

ENGINEERING CONTROLS: Good ventilation should be sufficient for most conditions. Local exhaust ventilation may be necessary for some operations.

RECOMMENDATIONS FOR MANUFACTURING, COMMERCIAL BLENDING, AND PACKAGING WORKERS:

SKIN PROTECTION: No precautions other than clean body-covering clothing should be needed. See product label for additional instructions.

APPLICATORS AND ALL OTHER HANDLERS: Wear protective eyewear to avoid eye contact with dust.

9. PHYSICAL AND CHEMICAL PROPERTIES:

APPEARANCE: White to light tan briquet/tablet
ODOR: earthy scent
BOILING POINT: Not applicable (solid formulation)
LOOSE BULK DENSITY: 1.766 g/mL
SOLUBILITY IN WATER: Not applicable
pH: 5.49

10. STABILITY AND REACTIVITY:

STABILITY (CONDITIONS TO AVOID): Thermally stable at typical use and storage temperatures.

INCOMPATIBILITY: (SPECIFIC MATERIALS TO AVOID): None Known.

HAZARDOUS DECOMPOSITION PRODUCTS: None known under normal conditions of storage and use.

HAZARDOUS POLYMERIZATION: Not known to occur.

11. TOXICOLOGICAL INFORMATION:

MUTAGENICITY: For spinosad, in-vitro and animal mutagenicity studies were negative.

Additional information provided in Section 3.

12. DISPOSAL CONSIDERATIONS:

DISPOSAL METHOD: Improper disposal of excess product or rinsate is a violation of the Federal law. If these wastes cannot be disposed of by use according to label instructions, contact your State Pesticide or Environmental Control Agency, or the Hazardous Waste Representative at the nearest EPA regional office for guidance.

13. TRANSPORT INFORMATION:

This product is not regulated by DOT when shipped domestically by land.

14. REGULATORY INFORMATION:

NOTICE: The information herein is presented in good faith and believed to be accurate as of the effective date shown above. However, no warranty, express or implied, is given. Regulatory requirements are subject to change and may differ from one location to another; it is the buyer's

MATERIAL SAFETY DATA SHEET

Emergency Phone: 800-992-5994

PRODUCT: NATULAR™ XRT

Effective Date: 3/18/2009
US EPA Registration No.: 8329-84
Development Code: GF-1935

responsibility to ensure that its activities comply with federal, state or provincial, and local laws. The following specific information is made for the purpose of complying with numerous federal, state or provincial, and local laws and regulations.

U.S. REGULATIONS

SARA 313 INFORMATION: This product contains no chemical subject to SARA Title III Section 313 supplier notification requirements.

SARA HAZARD CATEGORY: This product has been reviewed according to the EPA "Hazard Categories" promulgated under Sections 311 and 312 of the Superfund Amendment and Reauthorization Act of 1986 (SARA Title III) and is considered, under applicable definitions, to meet the following categories:

Respirable dusts of crystalline silica are classified as a Delayed (Chronic) Health Hazard

STATE RIGHT-TO-KNOW: National, state, provincial or local emergency planning, community right-to-know or other laws, regulations or ordinances may be applicable – consult applicable national, state, provincial or local laws.

COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT (CERCLA, or SUPERFUND): This product contains no chemical subject to reporting under CERCLA.

OSHA HAZARD COMMUNICATION STANDARD: This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.

The information herein is given in good faith, but no warranty, express or implied, is made. Consult Clarke Mosquito Control Products, Inc. for further information.

**Professional Services Outline for the
City of La Pine, Oregon
Mosquito Abatement Program**

Appendix B

Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/01/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME:	
Mid Valley General Agency LLC		PHONE (A/C, No, Ext):	FAX (A/C, No):
4305 River Road N.		E-MAIL ADDRESS:	
Keizer OR 97303		INSURER(S) AFFORDING COVERAGE	
		INSURER A : Scottsdale Insurance Company	
		NAIC #	
		41297	
INSURED		INSURER B :	
Edward Horvath		INSURER C :	
DBA: Three Rivers Mosquito And Vector Control		INSURER D :	
PO Box 192		INSURER E :	
Chiloquin OR 97624		INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			CPS2455132	05/18/2016	05/18/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of La Pine Oregon, its officers, agents, employees & representatives are included as additional insured primary & non-contributory per GLS-150s(7/06) and CG2001(04/13).

Project: Mosquito Abatement Services

CERTIFICATE HOLDER**CANCELLATION**

City of La Pine Oregon PO Box 2460 La Pine OR 97739	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

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THE CITY OF LAPINE
PO BOX 2460
LAPINE, OR 97739

Policy number: 03136518-4

Underwritten by:
Artisan and Truckers Casualty Co
Insured: EDWARD S HORVATH JR
May 25, 2016
Policy Period: May 28, 2016 - Nov 28, 2016

Mailing Address

Artisan and Truckers Casualty Co
PO Box 94739
Cleveland, OH 44101

Additional insured endorsement

1-800-895-2886

For customer service, 24 hours a day,
7 days a week

Name of Person or Organization

THE CITY OF LAPINE
PO BOX 2460
LAPINE, OR 97739

The person or organization named above is an **insured** with respect to such liability coverage as is afforded by the policy, but this insurance applies to said **insured** only as a person liable for the conduct of another **insured** and then only to the extent of that liability. **We** also agree with **you** that insurance provided by this endorsement will be primary for any power unit specifically described on the **Declarations Page**.

Limit of Liability

Bodily Injury	Not applicable
Property Damage	Not applicable
Combined Liability	\$2,000,000 each accident

All other terms, limits and provisions of this policy remain unchanged.

This endorsement applies to Policy Number: 03136518-4

Issued to (Name of Insured): EDWARD S HORVATH JR
THREE RIVERS MOSQUITO CTR

Effective date of endorsement: 05/28/2016 Policy expiration date: 11/28/2016

Form 1198 (01/04)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
CPS2455132	05/18/2016	THREE RIVERS MOSQUITO AND VECTOR CONTROL	36005

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to this endorsement, **SECTION II—WHO IS AN INSURED** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract, written agreement or written permit which must be:

- a. Currently in effect or becoming effective during the term of the policy; and
- b. Executed prior to the "bodily injury," "property damage," or "personal and advertising injury."

The insurance provided to these additional insureds is limited as follows:

1. That person or organization is an additional insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - a. Your acts or omissions; or
 - b. The acts or omissions of those acting on your behalf.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

2. With respect to the insurance afforded to these additional insureds, the following exclusions are added to item 2. **Exclusions of SECTION I—COVERAGES:**

This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
3. The limits of insurance applicable to the additional insured are those specified in the written contract, written agreement or written permit or in the Declarations for this policy, whichever is less. These limits of insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations for this policy.
 4. Coverage is not provided for "bodily injury," "property damage," or "personal and advertising injury" arising out of the sole negligence of the additional insured.
 5. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:

- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - b. Supervisory, inspection, architectural or engineering activities.
6. Any coverage provided hereunder will be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a

written contract specifically requires that this insurance be primary.

When this insurance is excess, we will have no duty under **SECTION I—COVERAGES** to defend the additional insured against any "suit" if any other insurer has a duty to defend the additional insured against that "suit." If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

_____/_____
AUTHORIZED REPRESENTATIVE

DATE

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Copyright, ISO Properties, Inc., 2004



ADDITIONAL REMARKS SCHEDULE

AGENCY Mid Valley General Agency LLC		NAMED INSURED Three Rivers Mosquito And Vector Control DBA: PO Box 192	
POLICY NUMBER		Chiloquin, OR, 97624	
CARRIER SEE CERTIFICATE	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

City of La Pine, Oregon
Mosquito Abatement Program

Appendix C

Licenses

&

Certificates

POST IN A CONSPICUOUS PLACE

THREE RIVERS MOSQUITO AND VECTOR CONTROL
EDWARD S HORVATH
651 MARKET ST
KLAMATH FALLS OR 97601

BUSINESS LOCATION

THREE RIVERS MOSQUITO AND VECTOR
CONTROL
651 MARKET ST
KLAMATH FALLS OR 97601

CATEGORIES OF LICENSES

Public Health

<u>LICENSE NUMBER</u>	<u>DATE ISSUED</u>	<u>DATE EXPIRES</u>
AG-L1021442CPO	01/03/2017	12/31/2017

Commercial Pesticide Operator

Pesticide Phone Numbers

Emergency Services Dial 911

National Poison Center 1 (800) 222-1222

Treatment information for pesticide poisoning.

OERS 1 (800) 452-0311

Emergency information for spills.

NPIC 1 (800) 858-7378

General and toxicological information on pesticides.

ODA Pesticides Division 1 (503) 986-4635

Information on pesticide regulations.

Worker Protection 1 (800) 922-2689

Consultations on WPS or Haz Com. – Outside Oregon: 1 (503) 378-3272

ODA Pesticide Website -- <http://www.oregon.gov/oda/pest>

- * Regulation updates and notifications
- * Search registered pesticides
- * Licensing requirements
- * Testing locations
- * Look up test scores
- * Search recertification classes
- * Summary of classes attended

POST THIS LICENSE IN A CONSPICUOUS PLACE

EDWARD S HORVATH
651 MARKET ST
KLAMATH FALLS OR 97601

CATEGORIES OF LICENSES

Public Health

<u>LICENSE NUMBER</u>	<u>DATE ISSUED</u>	<u>DATE EXPIRES</u>
AG-L1021441CPA	12/27/2016	12/31/2017

Commercial Pesticide Applicator

Certification Period: 12/12/2016 thru 12/31/2021

Pesticides Phone Numbers

Emergency ServicesDial 911

National Poison Center1 (800) 222-1222

Treatment information for pesticide poisoning.

OERS1 (800) 452-0311

Emergency information for spills.

NPIC1 (800) 858-7378

General and toxicological information on pesticides

ODA Pesticides Program1 (503) 986-4635

Information on pesticide regulations.

Worker Protection1 (800) 922-2689

Consultations on WPS or Haz Com. Outside Oregon: 1 (503) 378-3272

ODA Pesticides Website

-Get this information-

- Regulation Updates
- On-line Newsletter
- Search Registered Pesticides
- Licensing Requirements
- Testing Locations
- Look Up Test Scores
- Search Recertification Classes
- Summary of Classes Attended



www.oregon.gov/ODA/programs/Pesticides/Pages/AboutPesticides.aspx



CITY OF LA PINE

16345 SIXTH STREET
PO BOX 2460
LA PINE, OR 97739
(541) 536-1432

License #: 1133

Fee: 45.00

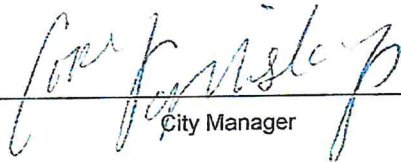
Start Date: 07/01/2016

Expiration Date: 07/01/2017

BUSINESS LICENSE
NON-TRANSFERABLE

A LICENSE IS HEREBY ISSUED TO

Three Rivers Mosquito and Vector Control
214 W 1st Street
Chiloquin OR 97624



City Manager

THE CITY OF LA PINE IS AN EQUAL OPPORTUNITY PROVIDER.



Professional Services Outline for the
City of La Pine, Oregon
Mosquito Abatement Program

Appendix D

References

References

"Three Rivers Mosquito & Vector Control Services has been doing an outstanding job of keeping the mosquito population under control for our District."

Dennis Jefcoat, Chairman of the Board of Trustees
Chiloquin Vector (Mosquito) Control District (2012-Present)
Chiloquin, OR
(541) 783-3307

"Three Rivers Mosquito & Vector Control has continued to provide fantastic mosquito control for our community. Each year that TRMVC has been contracted, mosquito populations have been less. We also appreciate TRMVCs professionalism and enthusiasm to use environmentally sound pesticides."

Lori Koerner, Vice Chairman
Wild Rivers Owner Association (2012-Present)
La Pine, OR
(541) 536-0254

"We had the opportunity to work with Three Rivers for the last two summers doing the mosquito abatement program for the City of Renton. Three Rivers were very professional and very informative in all details of the work and service they were providing. One of the things that really worked well for us and the City was the reporting they provided with all the detail on what was completed at each area. They were away on point when it came to question and emails and we never had to worry about what was being completed. With working with the City, they had many opportunities to work in residential neighborhoods with a lot of questions and concerns from the public that they were able to handle professional and without complaints to the City. We look forward to the next project with Edward and his team."

Lon Weaver
FORMA Inc., for the City of Renton (2014-Present)
Renton, Washington
(360) 280-6650

"Mr. Horvath did an outstanding job of creating & installing a unique, professional and cost effective Mosquito Control plan in our community. Ed introduced his scientifically based approach to not only Seminole County but its seven cities as well- resulting in a uniform & consistent approach to the issue. I give Mr. Horvath and his team my highest recommendation."

Mike McLean, County Commissioner 2006-2010
Seminole County
Lake Mary, Fl
(407) 324-5662



Office of the Mayor
P.O. Drawer 9
South Bend, WA 98586
Phone: 360-875-5571
FAX: 360-875-4009
TDD: 1-800-833-6388
E-mail: julie.struck@southbend-wa.gov
Website: www.southbend-wa.gov

November 9, 2016

To whom it may concern:

Three years ago the City of South Bend put out a request for proposals to eradicate mosquitoes. The eradication efforts in existence at the time were not working. The city was receiving many complaints from citizens from spring through fall about the blossoming mosquito population. Three Rivers Mosquito and Vector Control's proposal was accepted and Mr. Horvath and company went to work. The improvement in the mosquito infestation was obvious in the first year and has continued to improve as each year passes. Citizens are now complimenting the city in the eradication effort. All credit goes to Mr. Horvath's company. We made the right choice three years ago and I would fully recommend Three Rivers Mosquito and Vector Control to any other entity with a mosquito issue.

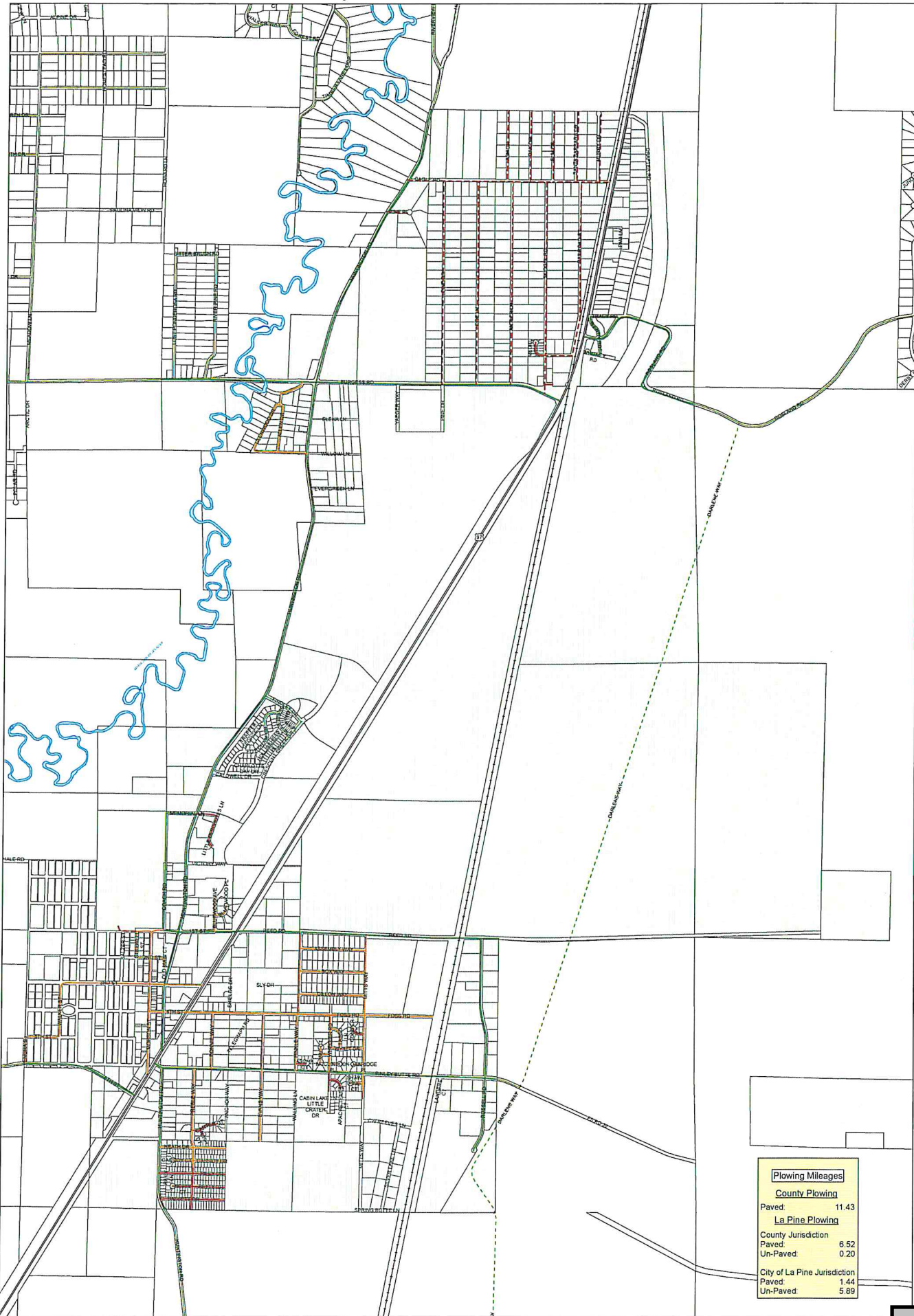
Sincerely,

A handwritten signature in black ink that reads "Mayor Julie K. Struck". The signature is written in a cursive style.

Julie Struck
Mayor

Exhibit B
Streets and Roads
(attached)

2011 - 2012 City of La Pine - Roads for Snow Maintenance



Plowing Mileages	
County Plowing	
Paved:	11.43
Un-Paved:	0.20
La Pine Plowing	
Paved:	6.52
Un-Paved:	1.44
City of La Pine Jurisdiction	
Paved:	1.44
Un-Paved:	5.89

- La Pine Plowing & Snow Area
— Other Jurisdiction
— Plowing Area
— Plowing Area
— Plowing Area
— Plowing Area
— Plowing Area
— Plowing Area

- Water
— Stream
— Lake
— Dam
— Other (Creek, Rock, Pond)
— Other (Creek, Rock, Pond)
— City Limits



Printed: February 23, 2012

The information on this file was derived from a digital database on December 22, 2011. City employees are responsible for the data. It is provided "AS IS". Deschutes County cannot accept any responsibility for errors, omissions, or inaccuracy in the digital data or the underlying records. There are no warranties, express or implied, including the accuracy of any data or the use of any particular products accompanying this project. However, neither of us shall be liable for any errors.



CITY OF LA PINE

STAFF REPORT

DATE SUBMITTED:

TO: La Pine City Councilors

FROM: Jake Obrist, La Pine Public Works Manager

SUBJECT: Borrowing Resolution 2020-04 with Oregon Infrastructure Finance Authority of the Business Development Department.

MEETING DATE: May 13, 2020

TYPE OF ACTION REQUESTED (Check one):

- | | | | |
|-------------------------------------|-------------------------|--------------------------|------------------|
| <input checked="" 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: |

Background

The City of La Pine is anticipating bidding construction in the fall of 2020 for our Water/Wastewater projects. We have many funders involved in our projects with many agreements that will need to be made official before construction can begin. We have recently entered into agreements for Wastewater with DEQ-Clean Water State Revolving Fund at \$1,000,000 in funding with \$500,000 forgivable (grant) and \$500,000 at 1.10% interest. With a similar structure in funding, the Oregon Infrastructure Finance Authority of Business Development Department(OBDD) has obligating funds for our Wastewater Project.

This loan agreement with OBDD is offered in the total amount of \$1,500,000. \$750,000 at 1.0% interest for 30 year term and \$750,000 in grant funding.

Our funding agencies are USDA Rural Development, Department of Environmental Quality, Business Oregon, and Oregon Infrastructure Finance Authority of Business Development Department. Without these funding agencies this project would not be possible.

A loan and grant summary are provided below for entire Water/Wastewater Project.

- Loans-\$12,586,000
- Grants-\$9,595,000
- City Contribution-\$2,484,000

Total-\$25,665,000

Formal Motion:

I move that the City of La Pine approve and adopt Resolution No. 2020-XX

A RESOLUTION AUTHORIZING AND APPROVING CITY OF LA PINE OBTAINING A LOAN AND GRANT FROM THE STATE OF OREGON, ACTING BY AND THROUGH ITS OREGON INFRASTRUCTURE FINANCE AUTHORITY OF THE BUSINESS DEVELOPMENT DEPARTMENT, PURSUANT TO THE TERMS AND CONDITIONS OF A CERTAIN WATER FUND WATER PROJECT FINANCING CONTRACT.

WATER FUND WATER PROJECT
FINANCING CONTRACT

Project Name: Wastewater System Improvements

Project Number: Y19008

This financing contract (“Contract”), dated as of the date the Contract is fully executed, is made by the State of Oregon, acting by and through its Oregon Infrastructure Finance Authority of the Business Development Department (“OBDD”), and the City of La Pine (“Recipient”) for financing of the project referred to above and described in Exhibit C (“Project”). This Contract becomes effective only when fully signed and approved as required by applicable law. Capitalized terms not defined in section 1 and elsewhere in the body of the Contract have the meanings assigned to them by Exhibit A.

This Contract includes the following exhibits, listed in descending order of precedence for purposes of resolving any conflict between two or more of the parts:

Exhibit A	General Definitions
Exhibit B	Security
Exhibit C	Project Description
Exhibit D	Project Budget

SECTION 1 - KEY TERMS

The following capitalized terms have the meanings assigned below.

“Estimated Project Cost” means \$12,832,500.

“Grant Amount” means \$750,000.

“Interest Rate” means 1.00% per annum.

“Loan Amount” means \$750,000.

“Maturity Date” means the 29th anniversary of the Repayment Commencement Date.

“Payment Date” means December 1.

“Project Closeout Deadline” means 90 days after the earlier of the Project Completion Date or the Project Completion Deadline.

“Project Completion Deadline” means 36 months after the date of this Contract.

“Repayment Commencement Date” means the first Payment Date to occur after the Project Closeout Deadline.

SECTION 2 - FINANCIAL ASSISTANCE

OBDD shall provide Recipient, and Recipient shall accept from OBDD, financing for the Project specified below:

- A. A non-revolving loan (the “Loan”) in an aggregate principal amount not to exceed the Loan Amount.

- B. A grant (the “Grant”) in an aggregate amount not to exceed the Grant Amount.

Notwithstanding the above, the aggregate total of Financing Proceeds disbursed under this Contract cannot exceed the Costs of the Project. If the Project is completed for less than the amount of the Estimated Project Cost, the Grant will be reduced accordingly.

SECTION 3 - DISBURSEMENTS

- A. Reimbursement Basis. The Financing Proceeds will be disbursed to Recipient on an expense reimbursement or costs-incurred basis. The Recipient must submit each disbursement request for the Financing Proceeds on an OBDD-provided or OBDD-approved disbursement request form (“Disbursement Request”).
- B. Financing Availability. OBDD’s obligation to make, and Recipient’s right to request, disbursements under this Contract terminates on the Project Closeout Deadline.
- C. Payment to Contractors. OBDD, in its sole discretion, may make direct payment to suppliers, contractors and subcontractors and others for sums due them in connection with construction of the Project, instead of reimbursing Recipient for those sums.
- D. Loan and Grant Allocation. OBDD will allocate any disbursement equally between the Loan and the Grant.

SECTION 4 - LOAN PAYMENT; PREPAYMENT

- A. Promise to Pay. The Recipient shall repay the Loan and all amounts due under this Contract in accordance with its terms. Payments required under this Contract are, without limitation, payable from the sources of repayment described in the Act and this Contract, including but not limited to Exhibit B, and the obligation of Recipient to make all payments is absolute and unconditional. Payments will not be abated, rebated, set-off, reduced, abrogated, terminated, waived, postponed or otherwise modified in any manner whatsoever. Payments cannot remain unpaid, regardless of any contingency, act of God, event or cause whatsoever, including (without limitation) any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, the taking by eminent domain or destruction of or damage to the Project, commercial frustration of purpose, any change in the laws, rules or regulations of the United States of America or of the State of Oregon or any political subdivision or governmental authority, nor any failure of OBDD to perform any agreement, whether express or implied, or any duty, liability, or obligation arising out of or connected with the Project or this Contract, or any rights of set off, recoupment, abatement or counterclaim that Recipient might otherwise have against OBDD or any other party or parties; provided further, that payments hereunder will not constitute a waiver of any such rights.
- B. Interest. Interest accrues at the Interest Rate on each disbursement from the date of disbursement until the Loan is fully paid. All unpaid interest accrued to the Repayment Commencement Date is (in addition to the first regular installment payment due) payable on the Repayment Commencement Date. Interest is computed by counting the actual days occurring in a 360-day year.

The Recipient authorizes OBDD to calculate accrued interest as necessary under this Contract, including for purposes of determining a loan amortization schedule or determining the amount of a loan prepayment or loan payoff. Absent manifest error, such calculations will be conclusive.

- C. Loan Payments. Starting on the Repayment Commencement Date and then on each succeeding Payment Date, Recipient shall make level installment payments of principal and interest, each payment sufficient to pay the interest accrued to the date of payment and so much of the principal as will fully amortize the Loan by the Maturity Date, on which date the entire outstanding balance of the Loan is due and payable in full.
- D. Loan Prepayments.
- (1) Mandatory Prepayment. The Recipient shall prepay all or part of the outstanding balance of the Loan as required by this Contract.
 - (2) Optional Prepayment. The Recipient may prepay all or part of the outstanding balance of the Loan on any day except a Saturday, Sunday, legal holiday or day that banking institutions in Salem, Oregon are closed.
- E. Application of Payments. Regardless of any designation by Recipient, payments and prepayments by Recipient under this Contract or any of the Financing Documents will be applied first to any expenses of OBDD, including but not limited to attorneys' fees, then to unpaid accrued interest (in the case of prepayment, on the amount prepaid), then to the principal of the Loan. In the case of a Loan prepayment that does not prepay all the principal of the Loan, OBDD will determine, in its sole discretion, the method for how the Loan prepayment will be applied to the outstanding principal payments. A scheduled payment received before the scheduled repayment date will be applied to interest and principal on the scheduled repayment date, rather than on the day such payment is received.

SECTION 5 - CONDITIONS PRECEDENT

- A. Conditions Precedent to OBDD's Obligations. OBDD's obligations are subject to the receipt of the following items, in form and substance satisfactory to OBDD and its Counsel:
- (1) This Contract duly signed by an authorized officer of Recipient.
 - (2) A copy of the ordinance, order or resolution of the governing body of Recipient authorizing the borrowing and the contemplated transactions and the execution and delivery of this Contract and the other Financing Documents.
 - (3) An opinion of Recipient's Counsel.
 - (4) Such other certificates, documents, opinions and information as OBDD may reasonably require.
- B. Conditions to Disbursements. As to any disbursement, OBDD has no obligation to disburse funds unless all following conditions are met:
- (1) There is no Event of Default.
 - (2) The representations and warranties made in this Contract are true and correct on the date of disbursement as if made on such date.
 - (3) OBDD, in the reasonable exercise of its administrative discretion, has sufficient moneys in the Water Fund for use in the Project and has sufficient funding, appropriations, limitations, allotments and other expenditure authority to make the disbursement.

- (4) OBDD (a) has received a completed Disbursement Request, (b) has received any written evidence of materials and labor furnished to or work performed upon the Project, itemized receipts or invoices for payment, and releases, satisfactions or other signed statements or forms as OBDD may require, (c) is satisfied that all items listed in the Disbursement Request are reasonable and that the costs for labor and materials were incurred and are properly included in the Costs of the Project, and (d) has determined that the disbursement is only for costs defined as eligible costs under the Act and any implementing administrative rules and policies.
- (5) The Recipient has delivered documentation satisfactory to OBDD that, in addition to the Financing Proceeds, Recipient has available or has obtained binding commitments for all funds necessary to complete the Project.
- (6) The Recipient has delivered to OBDD (in form and substance satisfactory to OBDD) an estimated schedule of Disbursement Requests, including anticipated number, submission dates and amounts.
- (7) Any conditions to disbursement elsewhere in this Contract or in the other Financing Documents are met.

SECTION 6 - USE OF FINANCIAL ASSISTANCE

- A. Use of Proceeds. The Recipient shall use the Financing Proceeds only for the activities described in Exhibit C and according to the budget in Exhibit D. The Recipient may not transfer Financing Proceeds among line items in the budget without the prior written consent of OBDD.
- B. Costs of the Project. The Recipient shall apply the Financing Proceeds to the Costs of the Project in accordance with the Act and Oregon law, as applicable. Financing Proceeds cannot be used for costs in excess of one hundred percent (100%) of the total Costs of the Project and cannot be used for pre-Award Costs of the Project, unless permitted by Exhibit C.
- C. Costs Paid for by Others. The Recipient may not use any of the Financing Proceeds to cover costs to be paid for by other financing for the Project, whether from OBDD or from another State of Oregon agency or any third party.

SECTION 7 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT

The Recipient represents and warrants to OBDD:

- A. Estimated Project Cost, Funds for Repayment. A reasonable estimate of the Costs of the Project is shown in section 1, and the Project is fully funded. The Recipient will have adequate funds available to repay the Loan, and the Maturity Date does not exceed the usable life of the Project.
- B. Organization and Authority.
 - (1) The Recipient is a Municipality under the Act, and validly organized and existing under the laws of the State of Oregon.
 - (2) The Recipient has all necessary right, power and authority under its organizational documents and under Oregon law to (a) execute and deliver this Contract and the other Financing Documents, (b) incur and perform its obligations under this Contract and the other Financing Documents, and (c) borrow and receive financing for the Project.

- (3) This Contract and the other Financing Documents executed and delivered by Recipient have been authorized by an ordinance, order or resolution of Recipient's governing body, and voter approval, if necessary, that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings.
- (4) This Contract and the other Financing Documents have been duly executed by Recipient, and when executed by OBDD, are legal, valid and binding, and enforceable in accordance with their terms.
- C. Full Disclosure. The Recipient has disclosed in writing to OBDD all facts that materially adversely affect the Project, or the ability of Recipient to make all payments and perform all obligations required by this Contract and the other Financing Documents. The Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading. The information contained in this Contract and the other Financing Documents is true and accurate in all respects.
- D. Pending Litigation. The Recipient has disclosed in writing to OBDD all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Project or the ability of Recipient to make all payments and perform all obligations required by this Contract and the other Financing Documents.
- E. No Events of Default.
- (1) No Events of Default exist or occur upon authorization, execution or delivery of this Contract or any of the Financing Documents.
- (2) The Recipient has not violated, and has not received notice of any claimed violation of, any agreement or instrument to which it is a party or by which the Project or its property may be bound, that would materially adversely affect the Project or the ability of Recipient to make all payments and perform all obligations required by this Contract and the other Financing Documents.
- F. Compliance with Existing Agreements and Applicable Law. The authorization and execution of, and the performance of all obligations required by, this Contract and the other Financing Documents will not: (i) cause a breach of any agreement, indenture, mortgage, deed of trust, or other instrument, to which Recipient is a party or by which the Project or any of its property or assets may be bound; (ii) cause the creation or imposition of any third party lien, charge or encumbrance upon any property or asset of Recipient; (iii) violate any provision of the charter or other document pursuant to which Recipient was organized or established; or (iv) violate any laws, regulations, ordinances, resolutions, or court orders related to Recipient, the Project or its properties or operations.
- G. Governmental Consent. The Recipient has obtained or will obtain all permits and approvals, and has made or will make all notifications, declarations, filings or registrations, required for the making and performance of its obligations under this Contract and the other Financing Documents, for the financing or refinancing and undertaking and completion of the Project.

SECTION 8 - COVENANTS OF RECIPIENT

The Recipient covenants as follows:

- A. Notice of Adverse Change. The Recipient shall promptly notify OBDD of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient or the Project related to the ability of Recipient to make all payments and perform all obligations required by this Contract or the other Financing Documents.
- B. Compliance with Laws. The Recipient shall comply with all applicable laws, rules, regulations and orders of any court or governmental authority that relate to this Contract or the other Financing Documents, that relate to the Project, or that relate to the operation of the System of which the Project is a component. In particular, but without limitation, Recipient shall comply with the following, as applicable:
- (1) State procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C.
 - (2) State labor standards and wage rates found in ORS chapter 279C.
 - (3) OAR 123-043-0095(4) requirements for signs and notifications.
- These laws, rules, regulations and orders are incorporated by reference in this Contract to the extent required by law.
- C. Project Completion Obligations. The Recipient shall:
- (1) Provide OBDD with copies of all plans and specifications relating to the Project, and a timeline for the bidding/award process, at least ten (10) days before advertising for bids.
 - (2) Provide a copy of the bid tabulation, notice of award, and contract to OBDD within ten (10) days after selecting a construction contractor.
 - (3) Permit OBDD to conduct inspection of the Project at any time.
 - (4) Complete the Project using its own fiscal resources or money from other sources to pay for any Costs of the Project in excess of the total amount of financial assistance provided pursuant to this Contract.
 - (5) Complete the Project no later than the Project Completion Deadline, unless otherwise permitted by the OBDD in writing.
 - (6) No later than the Project Closeout Deadline, provide OBDD with a final project completion report on a form provided by OBDD, including Recipient's certification that the Project is complete, all payments are made, and no further disbursements are needed; provided however, for the purposes of this Contract, OBDD will be the final judge of the Project's completion.
 - (7) Obtain and maintain as-built drawings for all facilities constructed as part of the Project.
- D. Ownership of Project. During the term of the Loan, the Project is and will continue to be owned by Recipient. The Project will be operated by Recipient or by a person under a management contract or operating agreement with Recipient. Any such management contract or operating agreement will be structured as a "qualified management contract" as described in IRS Revenue Procedure 97-13, as amended or supplemented.

- E. Operation and Maintenance of the Project. The Recipient shall operate and maintain the Project in good repair and operating condition so as to preserve the long term public benefits of the Project, including making all necessary and proper repairs, replacements, additions, and improvements during term of the Loan. On or before the Project Closeout Deadline, Recipient shall adopt a plan acceptable to OBDD for the on-going operation and maintenance of the Project without reliance on OBDD financing and furnish OBDD, at its request, with evidence of such adoption. The plan must include measures for generating revenues sufficient to assure the operation and maintenance of the Project during the usable life of the Project.
- F. Insurance, Damage. The Recipient shall maintain, or cause to be maintained, insurance policies with responsible insurers or self-insurance programs, insuring against liability and risk of direct physical loss, damage or destruction of the Project, at least to the extent that similar insurance is customarily carried by governmental units constructing, operating and maintaining similar facilities. Nothing in this provision precludes Recipient from asserting a defense against any party other than OBDD, including a defense of immunity. If the Project or any portion is destroyed, any insurance proceeds will be paid to OBDD and applied first, to prepay the outstanding balance on the Loan in accordance with section 4.D.(1), and second, to repay the Grant, unless OBDD agrees in writing that the insurance proceeds may be used to rebuild the Project.
- G. Sales, Leases and Encumbrances. Except as specifically described in Exhibit C, Recipient shall not sell, lease, exchange, abandon, transfer or otherwise dispose of any substantial portion of or interest in the Project or any system that provides revenues for payment or is security for the Loan, unless worn out, obsolete, or, in the reasonable business judgment of Recipient, no longer useful in the operation of the Project. Nevertheless, OBDD may consent to such disposition if it has received 90 days' prior written notice from Recipient. Such consent may require assumption by transferee of all of Recipient's obligations under the Financing Documents and payment of OBDD's costs related to such assumption, and receipt by OBDD of an opinion of Bond Counsel to the effect that such disposition complies with applicable law and will not adversely affect the exclusion of interest on any Lottery Bonds from gross income for purposes of federal income taxation under Section 103(a) of the Code. The term "Bond Counsel" means a law firm determined by OBDD to have knowledge and expertise in the field of municipal law and whose opinions are generally accepted by purchasers of municipal bonds. In the case of sale, exchange, transfer or other similar disposition, Recipient shall, within 30 days of receipt of any proceeds from such disposition, first, prepay the entire outstanding balance on the Loan in accordance with section 4.D.(1), and second, repay the Grant, unless OBDD agrees otherwise in writing. If Recipient abandons the Project, Recipient shall prepay the entire outstanding balance of the Loan and repay the Grant immediately upon demand by OBDD.
- H. Condemnation Proceeds. If the Project or any portion is condemned, any condemnation proceeds will be paid to OBDD and applied first, to prepay the outstanding balance of the Loan in accordance with section 4.D.(1), and second, to repay the Grant.
- I. Financial Records. The Recipient shall keep accurate books and records for the revenues and funds that are the source of repayment of the Loan, separate and distinct from its other books and records, and maintain them according to generally accepted accounting principles established by the Government Accounting Standards Board in effect at the time. The Recipient shall have these records audited annually by an independent certified public accountant, which may be part of the annual audit of all records of Recipient.

- J. Inspections; Information. The Recipient shall permit OBDD and any party designated by OBDD: (i) to inspect, at any reasonable time, the property, if any, constituting the Project; and (ii) at any reasonable time, to inspect and make copies of any accounts, books and records, including, without limitation, its records regarding receipts, disbursements, contracts, investments and any other related matters, and financial statements or other documents related to its financial standing. The Recipient shall supply any related reports and information as OBDD may reasonably require. In addition, Recipient shall, upon request, provide OBDD with copies of loan documents or other financing documents and any official statements or other forms of offering prospectus relating to any other bonds, notes or other indebtedness of Recipient that are issued after the date of this Contract.
- K. Records Maintenance. The Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Contract, the Project or the Financing Proceeds for a minimum of six years, or such longer period as may be required by other provisions of this Contract or applicable law, following the Project Closeout Deadline. If there are unresolved issues at the end of such period, Recipient shall retain the books, documents, papers and records until the issues are resolved.
- L. Economic Benefit Data. The OBDD may require Recipient to submit specific data on the economic development benefits of the Project and other information to evaluate the success and economic impact of the Project, from the date of this Contract until six years after the Project Completion Date. The Recipient shall, at its own expense, prepare and submit the data within the time specified by OBDD.
- M. Disadvantaged Business Enterprises. ORS 200.090 requires all public agencies to “aggressively pursue a policy of providing opportunities for disadvantaged business enterprises, minority-owned businesses, woman-owned businesses, businesses that service-disabled veterans own and emerging small businesses...” OBDD encourages Recipient in any contracting activity to follow good faith efforts as described in ORS 200.045, available at https://www.oregonlegislature.gov/bills_laws/ors/ors200.html. Additional resources are provided by the Governor’s Policy Advisor for Economic and Business Equity. Also, the Certification Office for Business Inclusion and Diversity at the Oregon Business Development Department maintains a list of certified firms and can answer questions. Search for certified MWESB firms on the web at: <https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp>.
- N. Professional Responsibility. A professional engineer or architect, as applicable, registered and in good standing in Oregon, will be responsible for the design and construction of the Project. All service providers retained for their professional expertise must be certified, licensed, or registered, as appropriate, in the State of Oregon for their specialty. The Recipient shall follow standard construction practices, such as bonding requirements for construction contractors, requiring errors and omissions insurance, and performing testing and inspections during construction.
- O. Notice of Event of Default. The Recipient shall give OBDD prompt written notice of any Event of Default, or any circumstance that with notice or the lapse of time, or both, may become an Event of Default, as soon as Recipient becomes aware of its existence or reasonably believes an Event of Default is likely.
- P. Indemnity. To the extent authorized by law, Recipient shall defend (subject to ORS chapter 180), indemnify, save and hold harmless OBDD and its officers, employees and agents from and against any and all claims, suits, actions, proceedings, losses, damages, liability and court awards including costs, expenses, and attorneys’ fees incurred related to any actual or alleged act or omission by Recipient, or its employees, agents or contractors; however, the provisions of this section are not to be construed as a waiver of any defense or limitation on damages provided for under Chapter 30 of

the Oregon Revised Statutes or under the laws of the United States or other laws of the State of Oregon.

- Q. Further Assurances. The Recipient shall, at the request of OBDD, authorize, sign, acknowledge and deliver any further resolutions, conveyances, transfers, assurances, financing statements and other instruments and documents as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Contract and the other Financing Documents.
- R. Exclusion of Interest from Federal Gross Income and Compliance with Code.
- (1) The Recipient shall not take any action or omit to take any action that would result in the loss of the exclusion of the interest on any Lottery Bonds from gross income for purposes of federal income taxation, as governed by Section 103(a) of the Code. OBDD may decline to disburse the Financing Proceeds if it finds that the federal tax exemption of the Lottery Bonds cannot be assured.
 - (2) The Recipient shall not take any action (including but not limited to the execution of a management agreement for the operation of the Project) or omit to take any action that would cause any Lottery Bonds to be “private activity bonds” within the meaning of Section 141(a) of the Code. Accordingly, unless Recipient receives the prior written approval of OBDD, Recipient shall not permit in excess of ten percent (10%) of either (a) the Financing Proceeds or (b) the Project financed or refinanced with the Financing Proceeds to be directly or indirectly used in any manner that would constitute “private business use” within the meaning of Section 141(b)(6) of the Code, including not permitting more than one half of any permitted private business use to be “disproportionate related business use” or private business use unrelated to the government use of the Financing Proceeds. Unless Recipient receives the prior written approval of OBDD, Recipient shall not directly or indirectly use any of the Financing Proceeds to make or finance loans to persons other than governmental units, as that term is used in Section 141(c) of the Code.
 - (3) The Recipient shall not directly or indirectly use or permit the use of any of the Financing Proceeds or any other funds, or take any action or omit to take any action, which would cause any Lottery Bonds to be “arbitrage bonds” within the meaning of Section 148(a) of the Code.
 - (4) The Recipient shall not cause any Lottery Bonds to be treated as “federally guaranteed” for purposes of Section 149(b) of the Code, as may be modified in any applicable rules, rulings, policies, procedures, regulations or other official statements promulgated or proposed by the Department of the Treasury or the Internal Revenue Service with respect to “federally guaranteed” obligations described in Section 149(b) of the Code. For purposes of this paragraph, any Lottery Bonds will be treated as “federally guaranteed” if: (a) all or any portion of the principal or interest is or will be guaranteed directly or indirectly by the United States of America or any agency or instrumentality thereof, or (b) five percent (5%) or more of the proceeds of the Lottery Bonds will be (i) used in making loans if the payment of principal or interest is guaranteed in whole or in part by the United States of America or any agency or instrumentality thereof, or (ii) invested directly or indirectly in federally insured deposits or accounts, and (c) none of the exceptions described in Section 149(b)(3) of the Code apply.
 - (5) The Recipient shall assist OBDD to ensure that all required amounts are rebated to the United States of America pursuant to Section 148(f) of the Code. The Recipient shall pay to OBDD such amounts as may be directed by OBDD to satisfy the requirements of Section 148(f) applicable to the portion of the proceeds of any tax-exempt bonds, including any Financing Proceeds or other amounts held in a reserve fund. The Recipient further shall reimburse OBDD

for the portion of any expenses it incurs related to the Project that is necessary to satisfy the requirements of Section 148(f) of the Code.

- (6) Upon OBDD's request, Recipient shall furnish written information regarding its investments and use of Financing Proceeds, and of any facilities financed or refinanced therewith, including providing OBDD with any information and documentation that OBDD reasonably determines is necessary to comply with the arbitrage and private use restrictions that apply to the Lottery Bonds.
- (7) Notwithstanding anything to the contrary, so long as is necessary to maintain the exclusion from gross income for purposes of federal income taxation of interest on any Lottery Bonds, the covenants contained in this subsection will survive the payment of the Loan and the Lottery Bonds, and the interest thereon, including the application of any unexpended Financing Proceeds. The Recipient acknowledges that the Project may be funded with proceeds of the Lottery Bonds and that failure to comply with the requirements of this subsection could adversely affect any exclusion of the interest on the Lottery Bonds from gross income for federal income tax purposes.
- (8) Neither Recipient nor any related party to Recipient, within the meaning of 26 C.F.R. §1.150-1(b), shall purchase any Lottery Bonds, from which proceeds were used to finance the Project, in an amount related to the amount of the Loan and Grant.

SECTION 9 - DEFAULTS

Any of the following constitutes an "Event of Default":

- A. The Recipient fails to make any Loan payment when due.
- B. The Recipient fails to make, or cause to be made, any required payments of principal, redemption premium, or interest on any bonds, notes or other material obligations, for any other loan made by the State of Oregon.
- C. Any false or misleading representation is made by or on behalf of Recipient in this Contract, in any other Financing Document or in any document provided by Recipient related to this Loan or the Project or in regard to compliance with the requirements of Section 103 and Sections 141 through 150 of the Code.
- D.
 - (1) A petition, proceeding or case is filed by or against Recipient under any federal or state bankruptcy or insolvency law, and in the case of a petition filed against Recipient, Recipient acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal;
 - (2) The Recipient files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, liquidation, dissolution, winding-up or composition or adjustment of debts;
 - (3) The Recipient becomes insolvent or bankrupt or admits its inability to pay its debts as they become due, or makes an assignment for the benefit of its creditors;
 - (4) The Recipient applies for or consents to the appointment of, or taking of possession by, a custodian (including, without limitation, a receiver, liquidator or trustee) of Recipient or any substantial portion of its property; or
 - (5) The Recipient takes any action for the purpose of effecting any of the above.

- E. The Recipient defaults under any other Financing Document and fails to cure such default within the applicable grace period.
- F. The Recipient fails to perform any obligation required under this Contract, other than those referred to in subsections A through E of this section 9, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by OBDD. The OBDD may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

SECTION 10 - REMEDIES

- A. Remedies. Upon any Event of Default, OBDD may pursue any or all remedies in this Contract or any other Financing Document, and any other remedies available at law or in equity to collect amounts due or to become due or to enforce the performance of any obligation of Recipient. Remedies may include, but are not limited to:
 - (1) Terminating OBDD's commitment and obligation to make any further disbursements of Financing Proceeds under the Contract.
 - (2) Declaring all payments under the Contract and all other amounts due under any of the Financing Documents immediately due and payable, and upon notice to Recipient the same become due and payable without further notice or demand.
 - (3) Barring Recipient from applying for future awards.
 - (4) Withholding amounts otherwise due to Recipient for application to the payment of amounts due under this Contract, including as provided in ORS 285B.599.
 - (5) Foreclosing liens or security interests pursuant to this Contract or any other Financing Document.
 - (6) Requiring repayment of the Grant and all interest earned by Recipient on those Grant funds.
- B. Application of Moneys. Any moneys collected by OBDD pursuant to section 10.A will be applied first, to pay any attorneys' fees and other fees and expenses incurred by OBDD; then, to repay any Grant proceeds owed; then, to pay interest due on the Loan; then, to pay principal due on the Loan; and last, to pay any other amounts due and payable under this Contract or any of the Financing Documents.
- C. No Remedy Exclusive; Waiver; Notice. No remedy available to OBDD is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right power or privilege under this Contract or any of the Financing Documents will preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. The OBDD is not required to provide any notice in order to exercise any right or remedy, other than notice required in section 9 of this Contract.
- D. Default by OBDD. In the event OBDD defaults on any obligation in this Contract, Recipient's remedy will be limited to injunction, special action, action for specific performance, or other available equitable remedy for performance of OBDD's obligations.

SECTION 11 - MISCELLANEOUS

- A. Time is of the Essence. The Recipient agrees that time is of the essence under this Contract and the other Financing Documents.
- B. Relationship of Parties; Successors and Assigns; No Third Party Beneficiaries.
- (1) The parties agree that their relationship is that of independent contracting parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265.
 - (2) Nothing in this Contract gives, or is to be construed to give, directly or indirectly, to any third persons any rights and benefits greater than those enjoyed by the general public.
 - (3) This Contract will be binding upon and inure to the benefit of OBDD, Recipient, and their respective successors and permitted assigns.
 - (4) The Recipient may not assign or transfer any of its rights or obligations or any interest in this Contract or any other Financing Document without the prior written consent of OBDD. The OBDD may grant, withhold or impose conditions on such consent in its sole discretion. In the event of an assignment, Recipient shall pay, or cause to be paid to OBDD, any fees or costs incurred because of such assignment, including but not limited to attorneys' fees of OBDD's Counsel and Bond Counsel. Any approved assignment is not to be construed as creating any obligation of OBDD beyond those in this Contract or other Financing Documents, nor does assignment relieve Recipient of any of its duties or obligations under this Contract or any other Financing Documents.
 - (5) The Recipient hereby approves and consents to any assignment, sale or transfer of this Contract and the Financing Documents that OBDD deems to be necessary.
- C. Disclaimer of Warranties; Limitation of Liability. The Recipient agrees that:
- (1) OBDD makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for any use of the Project or any portion of the Project, or any other warranty or representation.
 - (2) The liability of the OBDD under this Contract is contingent upon the availability of moneys in the Water Fund for use in the project, and in no event are OBDD or its agents liable or responsible for any direct, indirect, incidental, special, consequential or punitive damages in connection with or arising out of this Contract or the existence, furnishing, functioning or use of the Project.
- D. Notices. All notices to be given under this Contract or any other Financing Document must be in writing and addressed as shown below, or to other addresses that either party may hereafter indicate pursuant to this section. Notices may only be delivered by personal delivery or mailed, postage prepaid. Any such notice is effective five calendar days after mailing, or upon actual delivery if personally delivered.

If to OBDD: Assistant Director, Economic Development
Oregon Business Development Department
775 Summer Street NE Suite 200
Salem OR 97301-1280

If to Recipient: Public Works Director
City of La Pine
16345 6th Street
La Pine OR 97739-7517

- E. No Construction against Drafter. This Contract is to be construed as if the parties drafted it jointly.
- F. Severability. If any term or condition of this Contract is declared by a court of competent jurisdiction as illegal, invalid or unenforceable, that holding will not invalidate or otherwise affect any other provision.
- G. Amendments, Waivers. This Contract may not be amended without the prior written consent of OBDD (and when required, the Department of Justice) and Recipient. This Contract may not be amended in a manner that is not in compliance with the Act. No waiver or consent is effective unless in writing and executed by the party against whom such waiver or consent is sought to be enforced. Such waiver or consent will be effective only in the specific instance and for the specific purpose given.
- H. Attorneys' Fees and Other Expenses. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Contract is entitled to recover its reasonable attorneys' fees and costs at trial and on appeal. Reasonable attorneys' fees cannot exceed the rate charged to OBDD by its attorneys. The Recipient shall, on demand, pay to OBDD reasonable expenses incurred by OBDD in the collection of Loan payments.
- I. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.
- Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
- Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.
- J. Integration. This Contract (including all exhibits, schedules or attachments) and the other Financing Documents constitute the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Contract.
- K. Execution in Counterparts. This Contract may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

The Recipient, by its signature below, acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.



STATE OF OREGON
acting by and through its
Oregon Infrastructure Finance Authority
of the Business Development Department



CITY OF LA PINE

By: _____
Chris Cummings, Assistant Director
Economic Development

By: _____
The Honorable Daniel Richer
Mayor of La Pine

Date: _____

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

/s/ Sam Zeigler via email dated 19 July 2019
Sam Zeigler, Senior Assistant Attorney General

EXHIBIT A - GENERAL DEFINITIONS

As used in this Contract, the following terms have the meanings below.

“Act” means ORS 285B.560 through 285B.599, as amended.

“Award” means the award of financial assistance to Recipient by OBDD dated 21 Jun 2019.

“C.F.R.” means the Code of Federal Regulations.

“Code” means the Internal Revenue Code of 1986, as amended, including any implementing regulations and any administrative or judicial interpretations.

“Costs of the Project” means Recipient’s actual costs (including any financing costs properly allocable to the Project) that are (a) reasonable, necessary and directly related to the Project, (b) permitted by generally accepted accounting principles to be Costs of the Project, and (c) are eligible or permitted uses of the Financing Proceeds under applicable state or federal statute and rule.

“Counsel” means an attorney at law or firm of attorneys at law duly admitted to practice law before the highest court of any state, who may be of counsel to, or an employee of, OBDD or Recipient.

“Financing Documents” means this Contract and all agreements, instruments, documents and certificates executed pursuant to or in connection with OBDD’s financing of the Project.

“Financing Proceeds” means the proceeds of the Loan and Grant collectively or Loan or Grant individually without distinction.

“Lottery Bonds” means any bonds issued by the State of Oregon that are special obligations of the State of Oregon, payable from unobligated net lottery proceeds, the interest on which is exempt from federal income taxation, together with any refunding bonds, used to finance or refinance the Project through the initial funding or refinancing of all or a portion of the Loan or Grant.

“Municipality” means any entity described in ORS 285B.410(9).

“ORS” means the Oregon Revised Statutes.

“Project Completion Date” means the date on which Recipient completes the Project.

“System” means Recipient’s wastewater system, which includes the Project or components of the Project, as it may be modified or expanded from time to time.

EXHIBIT B - SECURITY

- A. Full Faith and Credit Pledge. The Recipient pledges its full faith and credit and taxing power within the limitations of Article XI, sections 11 and 11 b, of the Oregon Constitution to pay the amounts due under this Contract. All amounts due under this Contract are payable from and secured by all lawfully available funds of Recipient.
- B. Pledge of Net Revenues of the System.
1. All payment obligations under this Contract and the other Financing Documents are payable from the revenues of Recipient's System after payment of operation and maintenance costs of the System ("Net Revenues"). The Recipient irrevocably pledges and grants to OBDD a security interest in the Net Revenues to pay all of its obligations under this Contract and the other Financing Documents. The Net Revenues pledged pursuant to the preceding sentence and received by Recipient will immediately be subject to the lien of this pledge without physical delivery, filing or any other act, and the lien of this pledge is superior to and has priority over all other claims and liens, except as provided in subsections 2 and 3 of this section B, to the fullest extent permitted by ORS 287A.310. The Recipient represents and warrants that this pledge of Net Revenues complies with, and is valid and binding from the date of this Contract as described in, ORS 287A.310. The lien of the pledge made under this subsection 1 is hereinafter referred to as the "OBDD Lien".
 2. The State of Oregon, through its Department of Environmental Quality, will also receive a pledge of Net Revenues for partial financing of the Project. The U.S. Dep't of Agriculture will also provide partial financing of the Project, and through a parity agreement with OBDD will also hold a parity lien on the Net Revenues. The Recipient shall not further incur, without the prior written consent of OBDD, any obligation payable from or secured by a lien on and pledge of the Net Revenues that is on parity or superior to the OBDD Lien.
 3. Notwithstanding the requirements of subsection 2 of this section B, loans previously made and loans made in the future by OBDD to Recipient that are secured by the Net Revenues may have a lien on such Net Revenues on parity with the OBDD Lien; provided that nothing in this paragraph will adversely affect the priority of any of OBDD's liens on such Net Revenues in relation to the lien(s) of any third party(ies).
 4. The Recipient shall charge rates and fees in connection with the operation of the System which, when combined with other gross revenues, are adequate to generate Net Revenues each fiscal year at least equal to one hundred twenty percent (120%) of the annual debt service due in the fiscal year on the Loan, and any outstanding obligations payable from or secured by a lien on and pledge of Net Revenues that is on parity with the OBDD Lien.
 5. The Recipient may establish a debt service reserve fund to secure repayment of obligations that are payable from or secured by a lien on and pledge of Net Revenues that is on parity with the OBDD Lien, provided that no deposit of the Net Revenues of the System into the debt service reserve fund is permitted until provision is made for the payment of all debt service on the Loan and any other obligations payable from or secured by a lien on and pledge of Net Revenues that is on parity with the OBDD Lien (including any obligations described in subsection 3 above) for the 12-month period after such deposit.

EXHIBIT C - PROJECT DESCRIPTION

The Recipient shall complete improvements to its wastewater collection, treatment, and disposal systems, including improvements needed to serve the addition of the Cagle and Glenwood Acres areas. Water/Wastewater Financing Program funds will be used entirely for construction costs. The construction must include, but is not limited to:

1. Wastewater Collection System Improvements: Replace septic tanks and add large diameter piping from septic tanks to collection lines and construct three lift stations to convey wastewater to the existing Wickiup Lift Station, which will pump wastewater to the Wastewater Treatment Facility (WWTF).
2. Wastewater Treatment Facility Improvements: Replace the existing septage receiving station with a new unit to provide a safe and sanitary working environment for staff members.
3. Wastewater Disposal System Improvements: Relocate and expand the irrigation area to approximately 210 acres of city-owned land east of the existing WWTF and construct a 22-million gallon storage lagoon.

EXHIBIT D - PROJECT BUDGET

	OBDD Funds	Other / Matching Funds
Activity	Approved Budget	Approved Budget
Construction	\$1,500,000	\$9,136,000
Construction Contingency	0	1,064,000
Land Acquisition	0	50,000
Legal Fees		20,000
Construction Management		720,000
USDA Funding Application		7,500
Interest, Environmental, Operation & Maintenance Manual	0	335,000
Total	\$1,500,000	\$11,332,500

RESOLUTION NO. 2020-04

A RESOLUTION AUTHORIZING AND APPROVING CITY OF LA PINE OBTAINING A LOAN AND GRANT FROM THE STATE OF OREGON, ACTING BY AND THROUGH ITS OREGON INFRASTRUCTURE FINANCE AUTHORITY OF THE BUSINESS DEVELOPMENT DEPARTMENT, PURSUANT TO THE TERMS AND CONDITIONS OF A CERTAIN WATER FUND WATER PROJECT FINANCING CONTRACT.

WHEREAS, City of La Pine (“Recipient”) is an Oregon municipality as defined under Oregon Revised Statutes (“ORS”) 285B.410(9); and

WHEREAS, ORS 285B.560 through ORS 285B.599 (the “Act”), as amended, authorize any municipality to file an application with the Oregon Infrastructure Finance Authority of the Business Development Department (“OBDD”) to obtain financial assistance from the Water Fund (as established and defined under ORS 285B.563); and

WHEREAS, Recipient has filed an application with OBDD to obtain financial assistance for a “water project” within the meaning of the Act; and

WHEREAS, OBDD has approved Recipient’s application for financial assistance from the Water Fund pursuant to the Act; and

WHEREAS, Recipient is required, as a prerequisite to receiving financial assistance from OBDD, to enter into a certain Water Fund Water Project Financing Contract, Project No.: Y19008 (the “Contract”) substantially in the form attached hereto as Exhibit A. The project under the Contract is described in Exhibit C to the Contract (the “Project”); and

WHEREAS, notice relating to Recipient’s consideration and adoption of this Resolution No. 2020-___ (this “Resolution”) was provided in accordance with Recipient’s charter, laws, rules, and regulations; and

WHEREAS, by adoption of this Resolution, the City of La Pine City Council (the “Council”) desires to authorize and approve (a) the Contract (and all necessary documents, certificates, instruments, and/or agreements) and the loan and grant transaction contemplated thereunder, and (b) the mayor signing and delivering the Contract (and all necessary documents, certificates, instruments, and agreements) to OBDD.

NOW, THEREFORE, BE IT RESOLVED, the City of La Pine resolves as follows:

1. Findings. The above-stated findings contained in this Resolution are hereby adopted.
2. Loan and Grant Authorized and Approved. The Contract (and underlying loan/grant transaction) and all other necessary documents, certificates, instruments, and/or agreements required to obtain financial assistance from OBDD (individually and collectively, the “Financing Document(s)”) are hereby authorized and approved in all respects. Council authorizes Mayor Daniel Richer (the “Authorized Officer”) to sign and deliver the Financing Documents for and on behalf of Recipient, each containing such terms and conditions as agreed upon between the Authorized Officer and OBDD provided (a) the grant from OBDD is no less \$750,000.00, and/or (b) the loan is more than \$750,000.00 with an interest rate no more than 1.00% per annum. Loan proceeds will be applied solely to the “Costs of the Project,” as such term is defined under the Contract.

3. Sources of Repayment; Security. Amounts payable by Recipient under the Contract are payable from the sources described in Section 4 of the Contract and ORS 285B.581(2), which include the following: (a) revenue from Recipient’s water system (including the Project), including special assessment revenue; (b) amounts withheld under ORS 285B.599; (c) Recipient’s general fund; (d) any combination of sources listed in (a)-(c) of this Section 3; and/or (e) any other lawful sources. Without otherwise limiting the authority and approval provided under Sections 2 and 3 of this Resolution, the Council authorizes and approves Recipient’s pledge of its full faith and credit and taxing powers for payment of all amounts due under the Contract and Recipient’s pledge, assignment, and grant of such other security required under the Financing Documents.

4. Tax-Exempt Status. Recipient will not take any action or omit to take any action if the act or omission will cause interest paid by Recipient pursuant to the Financing Documents not to qualify for exclusion from gross income provided under Section 103(a) of the Internal Revenue Code of 1986, as amended. Recipient may enter into covenants to protect the tax-exempt status of the interest paid by Recipient pursuant to the Financing Documents and may execute any tax certificate, Internal Revenue Service forms, and/or other documents as may be reasonably required by OBDD or its bond counsel to protect the tax-exempt status of such interest.

5. Miscellaneous. All pronouns contained in this Resolution 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. The provisions of this Resolution are hereby declared severable. If any section, subsection, sentence, clause, and/or portion of this Resolution 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 Resolution. This Resolution may be corrected by order of the Council to cure editorial and/or clerical errors.

APPROVED, ADOPTED, AND MADE EFFECTIVE by the Council on _____, 2020.

Daniel Richer, Mayor

ATTEST:

Tracy Read, City Recorder

Exhibit A
Water Fund Water Project Financing Contract
Project No.: Y19008

[attached]