

CITY of LA GRANDE
City Council Regular Session
Wednesday November 3, 2021

AGENDA

The meeting will be available for viewing via the City's scheduled Charter Communications channel 180 that will begin at 6:00 p.m. on November 3, 2021, on the La Grande Alive website at <https://eoalive.tv/city-events/> or on the Eastern Oregon Alive.TV Facebook page at <https://www.facebook.com/EOAliveTV>.

Any person may submit written comments or questions in advance of the meeting. Written comments must be received by 5:00 p.m. on Tuesday, November 2, 2021. The written comments will be read during the public comment section of the respective Agenda Item. Please email Public Comments to rstrope@cityoflagrande.org.

1. WELCOME to this REGULAR SESSION of the LA GRANDE CITY COUNCIL

- a. Call to Order
- b. Roll Call

- Per ORS 192.670(1), Councilors will be participating in this Regular Session by electronic communication.

2. AGENDA APPROVAL

3. CONSENT AGENDA

The Consent Agenda includes routine items of business which may be approved by one Motion of the Council. Any Councilor so desiring may by request remove one or more items from the Consent Agenda for individual consideration under the Unfinished or New Business portion of the Agenda.

- a. **Consider:** Approval of Regular Session Minutes: October 6, 2021
- b. **Consider:** Approval OLCC liquor license application: The Local Station LLC

{Bell}

4. PUBLIC COMMENTS

Written comments received will be read during this portion of the Agenda for non-Agenda items. Written comments for Agenda items will be read when those items are considered.

5. PUBLIC HEARINGS

6. UNFINISHED BUSINESS

7. NEW BUSINESS

- a. **Consider:** MOU Between City and La Grande Firefighters Union, Local No 924 (Cornford)
- b. **Consider:** Resolution: Amending Resolutions Number 4755 Series 2019, Administrative Fees (Spence)
- c. **Consider:** Resolution: Annexation of property at 102 South Second Street Number 03.ANP.21 (Boquist)
- d. **Consider:** Approving the La Grande Arts Commission Recommendation to Authorize the Parks & Recreation Director to enter into a memorandum of understanding with artist Jason Hogge for the development of a public art piece in front of Cook Memorial Library (Spence)
- e. **Consider:** Authorizing Agreement between City & La Grande Swim Club and La Grande High School Swim Team for use of pool. (Spence)
- f. **Consider:** Awarding Bid for sanitary sewer rehabilitation (Carpenter)

8. UNION COUNTY COMMISSIONER'S UPDATE

9. STAFF COMMENTS

10. CITY MANAGER COMMENTS

11. CITY COUNCIL COMMENTS

12. ADJOURN

Sandra Patterson, City Recorder

The City Council is currently scheduled to meet again in a Regular Session on Wednesday, December 1, 2021, at 6:00 p.m. The City Council of the City of La Grande reserves the right to convene an Executive Session for any purpose authorized under ORS 192.660. Persons requiring special accommodations who wish to participate in the City Council Meeting are encouraged to make arrangements prior to the meeting by calling 541-962-1309. The City of La Grande does not discriminate against individuals with disabilities.

CITY of LA GRANDE
COUNCIL ACTION FORM

Council Meeting Date: **November 3, 2021**

PRESENTER: Robert A. Strobe, City Manager

COUNCIL ACTION: CONSIDER CONSENT AGENDA

- 1. MAYOR: Request Staff Report
- 2. MAYOR: Entertain Motion

Suggested Motion: I move we accept the Consent Agenda as presented.

OR

Suggested Motion: I move we accept the Consent Agenda as amended.

- 3. MAYOR: Invite Council Discussion
- 4. MAYOR: Ask for the Vote

EXPLANATION: A Consent Agenda includes routine items of business with limited public interest, which may be approved by one Motion of the Council. Any Councilor may, by request, remove any item of business from the Consent Agenda.

a. **Consider:** Approval of Regular Session Minutes; *October 6, 2021*

b. **Consider:** Approval OLCC liquor license application: The Local Station LLC [Bell]

Reviewed By: (Initial)

City Manager _____
 City Recorder _____
 Aquatics Division _____
 Building Department _____
 ED Department _____
 Finance _____
 Fire Department _____

Human Resources Dept _____
 Library _____
 Parks Department _____
 Planning Department _____
 Police Department _____
 Public Works Department _____

COUNCIL ACTION (Office Use Only)

- Motion Passed
- Motion Failed; _____
- Action Tabled: _____
Vote: _____
- Resolution Passed
Effective Date: _____
- Ordinance Adopted
First Reading: _____
Second Reading: _____
Effective Date: _____

CITY of LA GRANDE
City Council Regular Session

October 6, 2021

The meeting was available for viewing via the City's scheduled Charter Communications channel 180, on the La Grande Alive website at <https://eoalive.tv/city-events/> and on the Eastern Oregon Alive.TV Facebook page at <https://www.facebook.com/EOAliveTV>.

MINUTES

COUNCILORS PRESENT:

Stephen E. Clements, *Mayor*
Gary Lillard, *Mayor Pro Tem*
David Glabe, *Councilor*
Nicole Howard, *Councilor*
Mary Ann Miesner, *Councilor*

COUNCILORS ABSENT EXCUSED:

John Bozarth, *Councilor*
Justin Rock, *Councilor*

STAFF PRESENT

Robert Strobe, *City Manager*
Sandra Patterson, *City Recorder*
Stacey Stockhoff, *Assistant to the City Manager*
Gary Bell, *Police Chief*
Mike Boquist, *Community Development Director*
Carrie Bushman, *Interim Library Director*
Kyle Carpenter, *Public Works Director*
Emmitt Cornford, *Fire Chief*

Per ORS 192.670(1), Councilors and Staff participated in this Regular Session by electronic communication.

CALL TO ORDER/ROLL CALL
AGENDA APPROVAL

Mayor CLEMENTS called to order this Regular Session of the Council at 6:00 p.m. Roll Call was taken and a quorum was determined to be present.

CONSENT AGENDA

- a. **Consider:** Approval of Regular Session Minutes; *September 1, 2021*

On the September 1, 2021, Regular Session City Council Minutes, LILLARD noted that the comment he made under the Public Comments section needed to be reworded, to which STOCKHOFF confirmed the wording would be corrected before Mayor CLEMENTS signed final copies.

The following Motion was introduced by HOWARD; MIESNER providing the Second:

MOTION

MOTION: I move that we accept the Consent Agenda as amended.

VOTE

MSC. FIVE (5) Councilors present voted in the affirmative; BOZARTH and ROCK were absent excused.

PUBLIC COMMENTS

None

Following the Town Hall regarding COVID vaccines that was held virtually on Monday, September 27, 2021, Stephen CLEMENTS wanted to share his personal opinion, speaking as an individual and not as the Mayor, stating that he understood the desire for personal freedom but with freedom comes responsibility to oneself, family and the community. He added that he respected a person's choice to not receive the COVID vaccine for health or religious reasons; however, for those that have chosen to not get vaccinated for other reasons, he strongly encourages those to consider getting vaccinated because it was the right thing to do for themselves, their family and the community that they live in.

PUBLIC HEARINGS

None

UNFINISHED BUSINESS

None

NEW BUSINESS

- a. Consider:** Awarding Bid for City Hall HVAC Upgrade and Replacement Project

STAFF REPORT

Mayor CLEMENTS requested the Staff Report.

Michael BOQUIST, *Community Development Director*

BOQUIST stated the City Hall's existing HVAC system was nearly twenty (20) years old and had exceeded its life. It has been subject to frequent services and repairs over the past couple years to keep the system functional. The existing system has proven to be inefficient, expensive to operate, and costly to maintain and repair. Separate office spaces are grouped together and share the same HVAC zone and thermostat. There was a significant amount of heating and cooling loss in some areas which created additional challenges with regulating temperatures. These deficiencies sometime resulted in the operation of heating and cooling systems at the same time to maintain reasonable temperatures. Additionally, as equipment fails, some parts would no longer be available due to the age of the equipment, which then would require replacement vs. repair.

BOQUIST noted that in preparation for this project, City Staff contracted with an HVAC engineer to evaluate and design an HVAC system that efficiently meets the needs of each department and workspace within the City Hall building. The project would consist of removing the existing City Hall air conditioning units and related system components, retaining the existing heating system as a functional backup system, and installing a new HVAC mini-split system recommended by the engineer. Staff advertised for competitive bids and received two (2) qualified bids, with the low bid of \$141,872.00 from Valley Metal & Heating, Inc. of Baker City, Oregon.

BOQUIST stated that this project was approved as a part of the current FY 2021-2022 Building Maintenance budget with an estimate project cost of \$100,000. The project cost was budgeted based on an estimate received around March, 2021. Since that time the City had a professional engineer design an HVAC system for City Hall, which was considerably more detailed than the March estimates. Additionally, the impact from COVID has put a demand on materials and products creating material shortages as well as increasing labor costs. The combination of these resulted in the low bid coming in at \$41,872 over budget, with the high bid coming in at \$51,311 over budget. In addition to the \$100,000 allocated for the project in the Adopted Budget, the City had \$300,000 budgeted in the General Reserve that was undesignated and could be used to address the increased costs for the project. Based on this, Staff proposed the project be funded as follows:

- \$40,000 – Building Maintenance Budget
- \$60,000 – General Reserve Capital Outlay for Building Maintenance
- \$50,000 – General Reserve – General Capital Reserve for Capital Improvement Projects
(Note: This amount is above the \$41,872 required to fund the project to address any potential cost overruns that may be realized as part of the project. If not required for the project, the funds will remain in the General Capital Reserve for Capital Improvement Projects Budget line.)

In response to Mayor CLEMENTS' questions regarding the completion date of the project and if the bid prices were locked in regardless of timeline, BOQUIST stated that the goal for the project completion was December, 2021, though this timeline could change because some of the materials could be hard to get; and, to his understanding, the bid prices would be honored, regardless of price inflation and availability of the parts for repair.

MIESNER asked if the March, 2021, estimate included the engineer's bid or did that bid come at a later time, **BOQUIST** answered that the engineer bid came in afterwards. He explained that in March, 2021, they had an engineer do a walk through and estimate a high bid in order to include it in the proposed budget for Fiscal Year 2021-2022. Since that time, the City had a professional engineer design an HVAC system, which was considerably more detailed than the March estimates. Because it was a quick walk-through estimate in March, as well as current changes in increased labor costs and material availability, it resulted in both of the bids to come in over budget.

With only two bids received, neither of them from Union County, **GLABE** asked if there were any local contractors willing to take on this project, to which **BOQUIST** stated that he sent out several emails and packets to local HVAC contractors and added that he would have wanted to see the bid awarded to a local contractor as well. Unfortunately, there was zero interest received locally from within Union County. **GLABE** thanked **BOQUIST** for putting the effort out there to stay local.

MIESNER asked if one of the local HVAC companies would service the unit, to which **BOQUIST** stated that any of the HVAC companies could service the unit; however, the contractor that does the install would probably perform all services at least during the warranty period.

PUBLIC TESTIMONY

None

COUNCIL DISCUSSION

Mayor **CLEMENTS** stated that twenty (20) years was a long time for a system to function and it made sense to upgrade the system.

MOTION

The following Motion was introduced by **LILLARD**; **MIESNER** providing the Second:

MOTION: I move that we award the 2021 City Hall HVAC Upgrade and Replacement Project to Valley Metal & Heating, Inc., in the amount of \$141,872.00; and, further, that City Manager Robert A. Strobe be authorized to execute the contract documents for the bid for the 2021 City Hall HVAC Upgrade and Replacement Project.

COUNCIL DISCUSSION

None

VOTE

MSC. FIVE (5) Councilors present voted in the affirmative; **BOZARTH** and **ROCK** were absent excused.

UNION COUNTY COMMISSIONER'S UPDATE

Union County Commissioner Matt SCARFO thanked Mayor CLEMENTS for hosting the Town Hall and thanked GLABE for his comment made earlier on keeping the bids local for the HVAC project.

SCARFO gave a reminder that the COVID-19 testing drive-through events were still going on every Tuesday through the month of October, 2021, from 10 a.m. to 1 p.m. in the La Grande Bi-Mart parking lot. The test results should come back within 24 to 48 hours and no pre-registration was needed. He also mentioned that drive-thru vaccine clinics were still available every Friday from 10 a.m. to 2 p.m. at Center for Human Development (CHD).

SCARFO shared that Union County residents, ages 18 and older, were currently at 55.6% vaccinated for COVID. He noted that the COVID case count was slightly dropping for now and he was hopeful the positive cases would continue to drop. He added that the Flu vaccines were also available to receive in Union County.

SCARFO stated that a Zoom meeting was held with Governor Brown and the county chairs last week. She stated she had read all of the declarations and Resolutions that all counties had submitted and would be working towards getting resources out to everyone. SCARFO mentioned that Union County's declaration was created mainly to address the employee crisis that was happening because of the vaccine mandate. He added that the Governor addressed these concerns and she was working on them.

SCARFO shared that state-wide-hospitalizations due to COVID, as of August 4, 2021, was at 8%, August 16th was at 15%, and September 27th was at 17.67%. He also added that there were over 400 hospital beds being used for non-life-threatening issues due to mental health issues or other factors which was also putting a strain on the hospitals.

Mayor CLEMENTS added that it appeared that our County's positive COVID numbers were slowly coming down, to which SCARFO added that hopefully they would continue to do so.

HOWARD shared that about 62% of students enrolled at Eastern Oregon University (EOU) were vaccinated. They have administered about 18% philosophical waivers to students so far. She suggested that the County reach out to the University and advertise more heavily in regards to the vaccine clinics at CHD on Fridays. She also stated that EOU was not currently testing for COVID and would like to see some collaboration happening in sending students down to

Bi-Mart on Tuesdays for the free COVID testing. SCARFO thanked HOWARD for her suggestions and stated there was a vaccine clinic held at EOU earlier that day with CHD. He also agreed that advertising more at EOU would be a great idea.

SCARFO voiced that he had natural immunity and was also vaccinated. He added that if anyone wanted to talk to him personally, they could call him at 541-963-1001 (editorial note: this was the phone number for the County Commissioner's Office in La Grande, Oregon).

MIESNER asked what the status was on the COVID-19 booster shot, to which SCARFO stated that only the Pfizer booster shot was available and to call CHD or a local physician's office for more information on availability.

GLABE asked how the COVID tests performed at Bi-Mart on Tuesdays were different than before, SCARFO answered that they were sending the tests to a different company and the results were coming back much quicker, resulting in a 24 to 48 hour turn around.

GLABE stressed his concern regarding the quick turn around not being as accurate, to which HOWARD answered that the tests performed on Tuesdays at Bi-Mart were self-administered nasal swabs which were then sent into the lab. They were not the same as a rapid test, which typically had results back within twenty (20) minutes and were more likely to have a false positive. She believes that the tests used at Bi-Mart on Tuesdays was a better test than the rapid tests and added that the quality was just as good compared to a nasal swap test performed in the doctor's office.

STAFF COMMENTS

With the continued partnership with Shelter from the Storm, Chief BELL was excited to report that *The Office on Violence Against Women (OVW)* grant that funds the Special Victims Detective with the La Grande Police Department was renewed for another three-year cycle. This position works specifically in domestic violence and sexual assault crimes.

BOQUIST shared that on Tuesday, October 12, 2021, the Planning Commission would meet to discuss Code Amendments, focusing on Bed & Breakfasts (Air BnB's) as well as Housing Production Strategies.

BOQUIST announced that the Landmarks Commission was moving forward with the Historic District Standards Amendments. With over two-hundred (200) notices mailed out the previous week to downtown businesses and property owners for the downtown district, BOQUIST was hopeful that the walking tour, scheduled for Tuesday,

October 19, 2021, would be a successful event. The Consultants would be conducting the walking tour through the downtown district and after the tour, discussions could be held to share opinions and ideas for change.

BOQUIST gave a brief update on the meeting he attended to discuss ideas to promote new housing opportunities and strategies to use for both renters and landlords. The meeting involved discussions held with other counties in Oregon and Northeast Oregon Economic Development District (NEOEDD).

CORNFORD stated that they offered a conditional offer to a candidate who had accepted a position with the Fire Department and he was hopeful, pending a background check, the candidate would be able to start on Thursday, October 21, 2021. Unfortunately, the Fire Department also received a resignation effective October 3rd, leaving the Fire Department with an open position which they would continue to advertise to fill.

In regards to the October 18, 2021, deadline for the vaccine mandate, LILLARD asked what the liability for the City would be, if one of our medical staff infected a patient with COVID-19 while on the job. STROPE stated that due to the complexity of the question regarding liability and without speculating, he would research and provide an accurate answer later to the Council.

CITY MANAGER COMMENTS

None

CITY COUNCIL COMMENTS

Mayor CLEMENTS proclaimed the month of September, 2021, as *National Suicide Prevention Month* and proclaimed November 1, 2021, as *Extra Mile Day*.

Mayor CLEMENTS announced that Kyle CARPENTER and himself would be attending a work session held by Baker City's City Council on Tuesday, October 12, 2021, to help provide input to their citizen group and councilors on establishing a railroad quiet zone in Baker City.

MIESNER stated that the Bi-mart pharmacy located in La Grande would be shutting down soon and warned that if someone was looking to receive a flu shot, to go somewhere else because they were no longer available at that pharmacy.

GLABE encouraged the community to take the time to watch the recorded Town Hall regarding COVID vaccines held virtually on Monday, September 27, 2021 and thanked Mayor CLEMENTS and Brent CLAPP for their collaboration efforts on putting this together.

GLABE expressed his gratitude towards Chief CORNFORD, Chief BELL, Matt SCARFO, Brent CLAPP and Dana WRIGHT for their participation at the Celebrate La Grande event that was held last month at the Fairgrounds.

Mayor CLEMENTS stated that the EOU Homecoming Parade was being held on Friday, October 8, 2021, in downtown La Grande and several homecoming games would start on Saturday, October 9, 2021.

There being no further business to come before this Regular Session of the Council, Mayor CLEMENTS adjourned the meeting to the Urban Renewal Agency Regular Session at 6:48 p.m. The Council is scheduled to meet again in Regular Session on Wednesday, November 3, 2021, at 6:00 p.m.

Stacey M. Stockhoff
Assistant to the City Manager

Stephen E. Clements
Mayor

APPROVED: _____

CITY of LA GRANDE
COUNCIL ACTION FORM

Council Meeting Date: **November 3, 2021**

PRESENTER: Gary Bell, Police Chief

COUNCIL ACTION: **CONSIDER APPROVING OLCC LIQUOR LICENSE APPLICATION: The Local Station, LLC**

- 1. MAYOR: Request Staff Report
- 2. MAYOR: Request that Public Testimony be read into the Record
- 3. MAYOR: Invite Council Discussion
- 4. MAYOR: Entertain Motion

Suggested Motion: I move that the OLCC Liquor License Application for Limited On-Premises sales, for The Local Station, LLC, be approved and signed by the Mayor

- 5. MAYOR: Invite Additional Council Discussion
- 6. MAYOR: Ask for the Vote

EXPLANATION:

Randy McPhetridge, 2011 Washington Avenue, La Grande, Oregon, 97850, Ronda McPhetridge, PO Box 1378, La Grande, Oregon, 97850 and Gust and Karin Tsiatsos, 62608 Booth Lane, La Grande, Oregon, 97850, have applied as a Limited Liability Company, The Local Station, LLC, located at 1508 Adams Avenue, La Grande, Oregon, 97850, for a Limited On-Premises, Commercial license.

A limited On-Premises, Commercial license allows the establishment to sell and serve malt beverages, wine, and cider for consumption on the licensed premises. They may sell malt beverages in a container holding seven or more gallons directly to consumers for consumption off the licensed premises. They may also sell malt beverages, wine and cider to individuals in a securely covered container for consumption off the licensed premises. They are eligible to apply to get pre-approved to cater some events off of the licenses premises and apply for a special event license.

The City Manager recommends approval of this Agenda item as presented by Staff.

Reviewed By: (Initial)

City Manager _____
 City Recorder _____
 Aquatics Division _____
 Building Department _____
 ED Department _____
 Finance _____
 Fire Department _____

Human Resources Dept _____
 Library _____
 Parks Department _____
 Planning Department _____
 Police Department _____
 Public Works Department _____

COUNCIL ACTION (Office Use Only)

- Motion Passed
- Motion Failed; _____
- Action Tabled: _____
Vote: _____
- Resolution Passed
Effective Date: _____
- Ordinance Adopted
First Reading: _____
Second Reading: _____
Effective Date: _____



LIQUOR LICENSE APPLICATION

PRINT FORM

RESET FORM

1. Application. **Do not include** any OLCC fees with your application packet (the license fee will be collected at a later time). Application is being made for:

License Applied For:	CITY AND COUNTY USE ONLY
<input type="checkbox"/> Brewery 1 st Location	Date application received and/or date stamp:
Brewery Additional location (2 nd) <input type="checkbox"/> (3 rd) <input type="checkbox"/>	
<input type="checkbox"/> Brewery-Public House (BPH) 1 st location	Name of City or County:
BPH Additional location (2 nd) <input type="checkbox"/> (3 rd) <input type="checkbox"/>	
<input type="checkbox"/> Distillery	Recommends this license be:
<input type="checkbox"/> Full On-Premises, Commercial	
<input type="checkbox"/> Full On-Premises, Caterer	<input type="checkbox"/> Granted <input type="checkbox"/> Denied
<input type="checkbox"/> Full On-Premises, Passenger Carrier	By: _____
<input type="checkbox"/> Full On-Premises, Other Public Location	Date: _____
<input type="checkbox"/> Full On-Premises, For Profit Private Club	OLCC USE ONLY
<input type="checkbox"/> Full On-Premises, Nonprofit Private Club	
<input type="checkbox"/> Grower Sales Privilege (GSP) 1 st location	Date application received: <u>08.25.2021</u>
GSP Additional location (2 nd) <input type="checkbox"/> (3 rd) <input type="checkbox"/>	Date application accepted: <u>9/15/21</u>
<input checked="" type="checkbox"/> Limited On-Premises	License Action(s): N/O
<input type="checkbox"/> Off-Premises	
<input type="checkbox"/> Warehouse	
<input type="checkbox"/> Wholesale Malt Beverage & Wine	
<input type="checkbox"/> Winery 1 st Location	
Winery Additional location (2 nd) <input type="checkbox"/> (3 rd) <input type="checkbox"/> (4 th) <input type="checkbox"/> (5 th) <input type="checkbox"/>	

2. Identify the applicant(s) applying for the license(s). **ENTITY** (example: corporation or LLC) or **INDIVIDUAL(S)**¹ applying for the license(s):

The Local Station, LLC

App #1: NAME OF ENTITY OR INDIVIDUAL APPLICANT

App #2: NAME OF ENTITY OR INDIVIDUAL APPLICANT

App #3: NAME OF ENTITY OR INDIVIDUAL APPLICANT

App #4: NAME OF ENTITY OR INDIVIDUAL APPLICANT

3. Trade Name of the Business (Name Customers Will See)

The Local

4. Business Address (Number and Street Address of the Location that will have the liquor license)

1508 Adams Ave.

City <u>LaGrande</u>	County <u>Union</u>	Zip Code <u>97850</u>
-------------------------	------------------------	--------------------------

¹ Read the instructions on page 1 carefully. If an entity is applying for the license, list the name of the entity as an applicant. If an individual is applying as a sole proprietor (no entity), list the individual as an applicant.

CITY of LA GRANDE
COUNCIL ACTION FORM

Council Meeting Date: **November 3, 2021**

PRESENTER: Emmett Cornford, Fire Chief

COUNCIL ACTION: **CONSIDER RATIFYING CITY MANAGER’S DECISION TO SIGN THE MOU BETWEEN CITY AND LA GRANDE FIREFIGHTERS UNION, LOCAL NO. 924**

- 1. MAYOR: Request Staff Report
- 2. MAYOR: Request that Public Testimony be read into the Record
- 3. MAYOR: Invite Council Discussion
- 4. MAYOR: Entertain Motion

Suggested Motion: I Move City Council ratify the City Manager’s decision to sign the attached Memorandum of Understanding between the City and the La Grande Firefighter’s Union, Local No. 924.

- 5. MAYOR: Invite Additional Council Discussion
- 6. MAYOR: Ask for the Vote

EXPLANATION: The attached Memorandum of Understanding (MOU) between the City of La Grande (the City) and the International Association of Firefighters Local 924 (the Union) was negotiated in an effort to address challenges in staffing ambulances for out of the area transports. GRH has been unable to transport patients due to the private party provider not being able to operate the service and the City not being able to provide off-duty crews to transport non-emergent patients. This can result in a patient being transported at a much higher cost by air ambulance. Given the current challenges in placing patients due to COVID-19, the City Manager felt it was important to proceed with the increased incentives immediately. The increased costs to the City will be more than covered by the revenues received from these transports. The MOU was entered into effective the 11th day of October, 2021, to implement new compensation rates for out of county ambulance transfers for full-time employees.

The intent is to increase the incentive for employees to return to work and staff out of county ambulance transfers. Should the Council not ratify the City Manager’s decision to sign the MOU, employees will be paid under the MOU for any transports that may have been performed between October 11, 2021 and November 3, 2021. Any transports occurring after November 3, 2021, will be subject to compensation under the pre-MOU provisions of the Collective Bargaining Agreement.

The City Manager recommends approval as presented.

Reviewed By: (Initial)

City Manager _____

City Recorder _____

Aquatics Division _____

Building Department _____

ED Department _____

Finance _____

Fire Department _____

Human Resources Dept _____

Library _____

Parks Department _____

Planning Department _____

Police Department _____

Public Works Department _____

COUNCIL ACTION (Office Use Only)

Motion Passed

Motion Failed; _____

Action Tabled: _____

Vote: _____

Resolution Passed

Effective Date: _____

Ordinance Adopted

First Reading: _____

Second Reading: _____

Effective Date: _____

MEMORANDUM of UNDERSTANDING (MOU)

between the

CITY of LA GRANDE

and the

La Grande Firefighter's Union, Local No. 924

Out of County Ambulance Transfer Incentive

Recitals

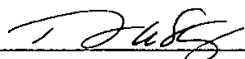
- A. This Memorandum of Understanding between the City of La Grande (the City) and the International Association of Fire Fighters Local 924 (the Union) is entered into effective the 11th day of October, 2021, to implement new compensation rates for out of county ambulance transfers for full-time employees.
- B. The intent is to increase the incentive for employees to return to work and staff out of county ambulance transfers

Agreement

NOW THEREFORE, in consideration of the mutual promises contained herein, the City and the Union agree as follows:

Employees that are called back to the station to staff any out of county transfer will be paid 2 times their present hourly salary. Employees called back to the station to staff any out of county transfer on a contract observed Holiday will be paid at 2 ½ times their present hourly salary. This will apply if the employee goes on the transfer or covers the station for the time of the transfer. No more than two employees can receive the increased pay for any one transport. Staffing of the transfer will be determined by the officer in charge.

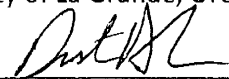
IN WITNESS WHEREOF, the parties hereto have executed this agreement voluntarily and upon proper authority, in duplicate, on this 11th day of October, 2021 in the City of La Grande, Oregon by:



Robert A. Strope, City Manager
City of La Grande, Oregon

10/11/2021

Date



Dustin Alam, President
La Grande Firefighter's Union, Local No. 924

10/11/21

Date

CITY of LA GRANDE
COUNCIL ACTION FORM

Council Meeting Date: November 3, 2021

PRESENTER: **Stu Spence, Park & Recreation Director**

COUNCIL ACTION: **CONSIDER AMENDING RESOLUTION NUMBER 4775, SERIES 2019, ADMINISTRATIVE FEES**

- 1. MAYOR: Request Staff Report
- 2. MAYOR: Invite Public Comments
- 3. MAYOR: Request that Public Testimony be read into the Record
- 4. MAYOR: Entertain Motion

Suggested Motion: I move that the proposed Resolution amending Resolution Number 4775, Series 2019, establishing fees for park facilities be read by Title Only, Put to a Vote and Passed.

- 5. MAYOR: Invite Additional Council Discussion
- 6. MAYOR: Ask City Recorder to Read the Resolution by Title Only
- 7. MAYOR: Ask for the Vote

EXPLANATION: During the October 2021 Parks & Recreation Advisory Commission meeting, staff presented a revised fee resolution for pavilion rentals. With our new booking website up and running, staff realized that the kitchen rate needed to be standardized. The draft changes are provided in legislative format for your review. Staff recommends the revisions based on our experience and changes to our reservation system that is now online.

The Parks & Recreation Advisory Commission voted unanimously to recommend these changes at their October 2021 meeting.

The City Manager recommends approval as well.

Reviewed By: (Initial)

City Manager _____

City Recorder _____

Aquatics Division _____

Building Department _____

ED Department _____

Finance _____

Fire Department _____

Human Resources Dept _____

Library _____

Parks Department _____

Planning Department _____

Police Department _____

Public Works Department _____

COUNCIL ACTION (Office Use Only)

- Motion Passed
- Motion Failed; _____
- Action Tabled: _____
Vote: _____
- Resolution Passed
Effective Date: _____
- Ordinance Adopted
First Reading: _____
Second Reading: _____
Effective Date: _____

CITY of LA GRANDE
RESOLUTION NUMBER ~~4775~~
SERIES ~~2021~~ 2019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA GRANDE, UNION COUNTY, OREGON, ESTABLISHING FEES FOR CITY OF LA GRANDE PARK FACILITIES; REPEALING RESOLUTION NUMBER ~~4775 4555~~, SERIES ~~2019 2009~~, AND ALL OTHER RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH AND DECLARING AN EFFECTIVE DATE

WHEREAS, the Parks & Recreation Department has a new website that executes online kitchen and pavilion reservations, ~~subsequent to extensive research and discussion~~, the Parks and Recreation Advisory Commission formally reviewed the following fees on ~~October 14, 2021~~ April 11, 2019, and recommend approval of the new kitchen rental rate revisions to the City Council of the City of La Grande, Oregon; and,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of La Grande, Oregon, that the following Fee Schedule for Riverside Park Pavilion and Kitchen, Pioneer Park Rotary Pavilion and Max Square shall be and hereby is established. Time periods are by half day; 8:00 a.m. to 2:00 p.m. or 3:00 p.m. to 9:00 p.m. or full day; 8:00 a.m. to 9:00 p.m. as selected by the renter.

Section 1. Pioneer Rotary Pavilion, Max Square, and Birnie Park Pavilion

- a. Monday through Thursday, \$50.00 rental fee per time period; \$75.00 daily rental fee.
- b. Friday through Saturday, \$100.00 rental fee per time period; \$150.00 daily rental fee.
- c. Monday through Thursday, \$25.00 rental fee per time period non-profit groups; \$50.00 daily rental fee. Non-profit groups would include entities who have a 501(c)3, Eastern Oregon University (EOU) organized student activities and La Grande youth groups.
- d. Friday through Sunday, non-profit groups pay regular rental fees.
- e. Non-profit groups such as the Farmer's Market who reserve a facility at least once a week over a continuous period of sixty days or longer, \$25.00 rental fee per day usage.

Section 2. Riverside Park Pavilion

- a. Pavilion Only: Monday through Thursday, \$75.00 rental fee per time period; \$100.00 daily rental fee. Friday through Sunday, \$150.00 rental fee per time period; \$200.00 daily rental fee.
- b. Kitchen without Pavilion: Monday through Thursday, \$100.000 rental fee per time period; \$150.00 daily rental fee. Friday through Sunday, \$175.00 rental fee per time period; \$225.00 daily rental fee.
- c. Kitchen added to Pavilion Rental: \$75.00 additional fee per rental, per day.
- ~~d. Pavilion with Kitchen: Monday through Thursday, \$100.000 rental fee per time period; \$150.00 daily rental fee. Friday through Sunday, \$200.00 rental fee per time period; \$300.00 daily rental fee.~~
- d. \$35.00 non-refundable fee for use of gas stoves and grills in Riverside Park Pavilion.

CITY OF LA GRANDE

Resolution Number _____

Series 2021

Page 2

e. Monday through Thursday, \$25.00 rental fee per time period for non-profit groups; \$50.00 daily rental fee. Non-profit groups would include entities who have a 501(c)3, Eastern Oregon University (EOU) organized student activities and La Grande youth groups.

f. Friday through Sunday, non-profit groups pay regular rental fees.

PASSED and EFFECTIVE ON this Third (3rd) day of November, 2021 by _____ (____) of _____ (____) Councilors present and voting in the

Stephen E. Clements, Mayor

Gary Lillard, Mayor Pro Tem

John Bozarth, Councilor

David Glabe, Councilor

Nicole Howard, Councilor

Mary Ann Miesner, Councilor

Justin Rock, Councilor

ATTEST:

Sandra Patterson

CITY of LA GRANDE
RESOLUTION NUMBER _____
SERIES 2021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA GRANDE, UNION COUNTY, OREGON, ESTABLISHING FEES FOR CITY OF LA GRANDE PARK FACILITIES; REPEALING RESOLUTION NUMBER **4775**, SERIES **2019**, AND ALL OTHER RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH AND DECLARING AN EFFECTIVE DATE

WHEREAS, the Parks & Recreation Department has a new website that executes online kitchen and pavilion reservations, the Parks and Recreation Advisory Commission formally reviewed the following fees on October 14, 2021, and recommends approval of the new kitchen rental rate revisions to the City Council of the City of La Grande, Oregon; and,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of La Grande, Oregon, that the following Fee Schedule for Riverside Park Pavilion and Kitchen, Pioneer Park Rotary Pavilion and Max Square shall be and hereby is established. Time periods are by half day; 8:00 a.m. to 2:00 p.m. or 3:00 p.m. to 9:00 p.m. or full day; 8:00 a.m. to 9:00 p.m. as selected by the renter.

Section 1. Pioneer Rotary Pavilion, Max Square, and Birnie Park Pavilion

- a. Monday through Thursday, \$50.00 rental fee per time period; \$75.00 daily rental fee.
- b. Friday through Saturday, \$100.00 rental fee per time period; \$150.00 daily rental fee.
- c. Monday through Thursday, \$25.00 rental fee per time period non-profit groups; \$50.00 daily rental fee. Non-profit groups would include entities who have a 501(c)3, Eastern Oregon University (EOU) organized student activities and La Grande youth groups.
- d. Friday through Sunday, non-profit groups pay regular rental fees.
- e. Non-profit groups such as the Farmer's Market who reserve a facility at least once a week over a continuous period of sixty days or longer, \$25.00 rental fee per day.

Section 2. Riverside Park Pavilion

- a. Pavilion Only: Monday through Thursday, \$75.00 rental fee per time period; \$100.00 daily rental fee. Friday through Sunday, \$150.00 rental fee per time period; \$200.00 daily rental fee.
- b. Kitchen without Pavilion: Monday through Thursday, \$100.000 rental fee per time period; \$150.00 daily rental fee. Friday through Sunday, \$175.00 rental fee per time period; \$225.00 daily rental fee.
- c. Kitchen added to Pavilion Rental: \$75.00 additional fee per rental, per day.
- d. \$35.00 non-refundable fee for use of gas stoves and grills in Riverside Park Pavilion.

CITY OF LA GRANDE

Resolution Number _____

Series 2021

Page 2

d. Monday through Thursday, \$25.00 rental fee per time period for non-profit groups; \$50.00 daily rental fee. Non-profit groups would include entities who have a 501(c)3, Eastern Oregon University (EOU) organized student activities and La Grande youth groups.

e. Friday through Sunday, non-profit groups pay regular rental fees.

PASSED and EFFECTIVE ON this Third (3rd) day of November, 2021 by _____ (____) of _____ (____) Councilors present and voting in the

Stephen E. Clements, Mayor

Gary Lillard, Mayor Pro Tem

John Bozarth, Councilor

David Glabe, Councilor

Nicole Howard, Councilor

Mary Ann Miesner, Councilor

Justin Rock, Councilor

ATTEST:

Sandra Patterson

CITY of LA GRANDE
COUNCIL ACTION FORM

Council Meeting Date: November 3, 2021

PRESENTER: Michael Boquist, Community Development Director

COUNCIL ACTION: CONSIDER ANNEXATION of PROPERTY AT 108 SOUTH SECOND STREET, FILE NUMBER 03-ANP-21

1. MAYOR: Request Staff Report
2. MAYOR: Request that Public Testimony be read into the Record
3. MAYOR: Invite Council Discussion
4. MAYOR: Entertain Motion:

SUGGESTED MOTION: I move that the proposed Resolution annexing property located at 102 S. 2nd Street, be Read by Title Only, Put to a Vote, and Passed.

5. MAYOR: Invite Additional Council Discussion
6. MAYOR: Ask the City Recorder to Read the Proposed Resolution by Title Only
7. MAYOR: Ask for the Vote

EXPLANATION: The subject property, 108 S. 2nd Street, is located within the City of La Grande Urban Growth Boundary and the property owners have requested annexation into the City of La Grande, City Limits in exchange for receiving City water and sewer services for the construction of a new dwelling. City Ordinances require annexation prior to receiving the requested City services.

In accordance with Oregon Revised Statutes 222.125, this request may be approved by Resolution when the request includes 100% property owner consent(s) and consent from the majority of the electors. If these requirements are met, the legislative body (City Council) may "proclaim the annexation" by Resolution. In this case, the property owners have signed a Consent to Annex Agreement, which represents 100% of the property ownership. The property is currently developed with accessory farm structures and there are no electors residing on the property. The applicable requirements are met to annex the property by Resolution.

The City Manager recommends passage of this proposed Resolution.

Reviewed By: (Initial)

City Manager _____
 City Recorder _____
 Aquatics Division _____
 Building Department _____
 ED Department _____
 Finance _____
 Fire Department _____

Human Resources Dept _____
 Library _____
 Parks Department _____
 Planning Department _____
 Police Department _____
 Public Works Department _____

COUNCIL ACTION (Office Use Only)

- Motion Passed
 Motion Failed; _____
 Action Tabled: _____
 Vote: _____
- Resolution Passed # _____
 Effective Date: _____
- Ordinance Adopted # _____
 First Reading: _____
 Second Reading: _____
 Effective Date: _____

**CITY OF LA GRANDE
RESOLUTION NUMBER ____
SERIES 2021**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA GRANDE, UNION COUNTY, OREGON, DECLARING CERTAIN TERRITORY ANNEXED TO THE CITY OF LA GRANDE, UNION COUNTY, OREGON; SPECIFICALLY, PROPERTY AT 108 SOUTH SECOND STREET; T3S, R38E, SECTION 18, TAX LOT 10,500

WHEREAS, pursuant to ORS 222.125, the City Council of the City of La Grande, Oregon, need not call nor hold an election nor hold the Public Hearing otherwise required under ORS 222.120, when all of the owners of land in the territory to be annexed and not less than fifty percent (50%) of the electors, if any, residing in the territory to be annexed consent in writing to the annexation and file a statement of this consent with the legislative body; and,

WHEREAS, pursuant to ORS 222.125, the owners of all (100%) of the land in the territory to be annexed have consented in writing to the annexation and filed a statement of their consent with the City Council of the City of La Grande, Oregon; and,

WHEREAS, pursuant to ORS 222.125, all the land in the territory to be annexed are vacant and undeveloped (no dwellings) and there are no electors residing in the territory; and,

WHEREAS, said annexed area complies with ORS 222.111, in that it is contiguous to the existing City limits; and,

WHEREAS, the subject annexation complies with the Land Use Planning and Urbanization provisions of the acknowledged Comprehensive Plan of the City of La Grande, pursuant to Oregon Administrative Rule 660-014-0060; and,

WHEREAS, pursuant to ORS 222.125, the City Council of the City of La Grande, Union County, Oregon, may, by Resolution, establish the final boundaries of the area to be annexed;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of La Grande, Union County, Oregon, that:

Section 1. All of that portion of the territory(ies) described below and as depicted in Exhibit 'A', a copy of which is attached hereto, and by this reference incorporated herein as if fully set forth, that is located outside of the Corporate Limits of the City of La Grande shall and hereby is declared to be annexed to the City of La Grande:

A portion of Parcels 1 and 2 of Partition Plat Number 1994-17, filed as Microfilm Number 156034 and stored in Plat Cabinet A in slide number 368 of the plat records of Union County, being situate in the Southeast quarter of Section 7 and the Northeast quarter of Section 18, Township 3 South, Range 38 East of the

Willamette Meridian, Union County, Oregon, said tract being more particularly described as follows, with reference to Survey Number 046-2019, as filed in the office of the Union County Surveyor,

Beginning at the Southwest corner of said Parcel 2,

Thence, South 37°11'40" West, along the exterior of said Parcel 1, a distance of 254.88 feet, to a corner on the exterior of said Parcel 1,

Thence, South 80°47'59" West, along the exterior of said Parcel 1, a distance of 58.47 feet, to a corner on the exterior of said Parcel 1,

Thence, North 0°03'11" West, along the exterior of said Parcel 1, a distance of 65.91 feet, to a corner on the exterior of said Parcel 1,

Thence, North 0°03'11" West, a distance of 185.96 feet; thence, North 37°25'12" East, a distance of 201.15 feet, to a corner in the exterior of said Parcel 1, said point also being the Southeast corner of that tract conveyed to Daniel Earl Murchison and Carleen Louise Murchison by deed Microfilm Number 155969 of the deed records of Union County,

Thence, North 89°38'08" East, along the exterior of said Parcel 1, and along the Southerly line of said Murchison tract, a distance of 85.01 feet, to a corner on the exterior of said Parcel 1, said point being on the West line of Parcel 2 of said Partition Plat,

Thence, South 8°49'21" East, a distance of 57.57 feet,

Thence, South 24°15'19" East, a distance of 94.67 feet, to the South line of said Parcel 2,

Thence, South 37°11'40" West, along said South line, a distance of 71.02 feet, to the Point of Beginning.

PHYSICAL ADDRESS: 108 South Second Street, T3S, R38E, Section 18, Tax Lot 10500, Union County Assessor Reference No. 16744 and 16745.

Section 2. The City Manager or other designee of the City of La Grande, Oregon, shall be and hereby is directed to make and submit to the Secretary of State of the State of Oregon:

- a. A copy of this Resolution; and,
- b. A copy of the Union County Assessor Plat Maps depicting the annexation area described herein; and,
- c. A copy of Lot Line Adjustment Survey Number 046-2019 depicting the legal boundaries of said annexed territory.

PASSED and EFFECTIVE ON this Third (3rd) day of November, 2021, by _____ () of _____ () Councilors present and voting in the affirmative.

Stephen E. Clements, Mayor

Gary Lillard, Mayor Pro Tem

John Bozarth, Councilor

David Glabe, Councilor

Nicole Howard, Councilor

Mary Ann Miesner, Councilor

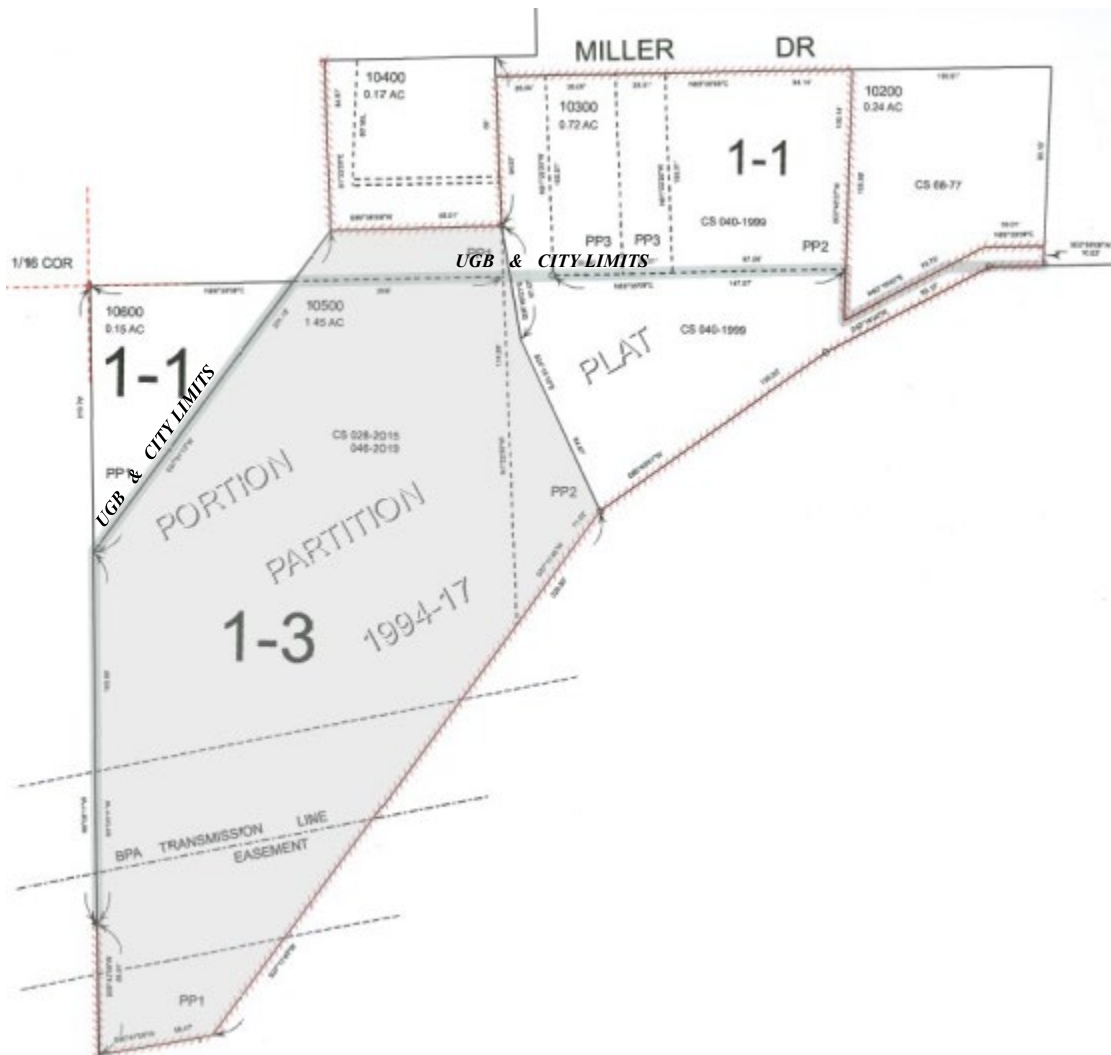
Justin Rock, Councilor

ATTEST:

Sandra Patterson
City Recorder

EXHIBIT 'A'

Territory Includes: T3S, R38E, Section 18, Tax Lots 10,500, Union County Reference Numbers 16744 & 16745, and also described in Lot Line Adjustment Survey Number 046-2019, as filed December 20, 2019. The subject territory is one property, but the portion included in Union County Reference Number 16744 (0.06 acres) currently lies within the City of La Grande City Limits, and the portion included in Union County Reference Number 16745 (1.39 acres), lies within the City of La Grande Urban Growth Boundary.



CITY of LA GRANDE
COUNCIL ACTION FORM

Council Meeting Date: **November 3, 2021**

PRESENTER: **Stu Spence, Park & Recreation Director**

COUNCIL ACTION: **CONSIDER APPROVING THE LA GRANDE ARTS COMMISSION
RECOMMENDATION TO AUTHORIZE THE PARKS & RECREATION DIRECTOR
TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH ARTIST
JASON HOGGE FOR THE DEVELOPMENT OF A PUBLIC ART PIECE IN
FRONT OF COOKE MEMORIAL LIBRARY.**

- 1. MAYOR: Request Staff Report
- 2. MAYOR: Request that Public Testimony be read into the Record
- 3. MAYOR: Invite Council Discussion
- 4. MAYOR: Entertain Motion

Suggested Motion: I move that we adopt the La Grande Arts Commission recommendation and authorize the Parks & Recreation Director to enter into a Memorandum of Understanding with artist Jason Hogge for the development of a public art piece in front of Cook Memorial Library.

- 5. MAYOR: Invite Additional Council Discussion

- 6. MAYOR: Ask for the Vote

EXPLANATION: Since 2020, the La Grande Arts Commission has been working under the City's Public Art Policy to recruit an artist to develop a public art piece that will be installed on the bulkhead in front of the Library's 4th street entrance. After a request for qualifications and separate request for proposals, the Art Commission along with a committee made up of representatives from the Chamber, La Grande Mainstreet Downtown, and the Library selected artist Jason Hogge. Per the City's Public Art Policy, City Council must approve the Commission's recommendation first before proceeding. The City desires to enter into a memorandum of understanding with Mr. Hogge that will allow staff to finalize the design and seek grant funding for the project. No City General Fund dollars will be used to fund to this project.

The La Grande Arts Commission and committee voted unanimously to recommend adoption on October 5, 2021.

The City Manager recommends adoption as well.

Reviewed By: (Initial)

City Manager _____
City Recorder _____
Aquatics Division _____
Building Department _____
ED Department _____
Finance _____
Fire Department _____

Human Resources Dept _____
Library _____
Parks Department _____
Planning Department _____
Police Department _____
Public Works Department _____

COUNCIL ACTION (Office Use Only)

- Motion Passed
- Motion Failed; _____
- Action Tabled: _____
Vote: _____
- Resolution Passed
Effective Date: _____
- Ordinance Adopted
First Reading: _____
Second Reading: _____
Effective Date: _____

Jason Hogge

624 SW 2nd St • Pendleton, OR 97801 • 541-969-4797 • jhogge@pnca.edu

September 7, 2021

La Grande Arts Commission
2402 Cedar Street
La Grande, OR 97850

Dear members of the La Grande Arts Commission and the Library Art Installation Subcommittee,

I am excited to deliver my proposal to you for the project to be installed at the Cook Memorial Library. I have included two artistic digital renderings of the intended sculpture, and one photo of the model to show the structure. The panels will be 2" thick concrete, framed with steel on top and bottom. The images will be painted with high quality acrylic paint, and sealed with an isolation coat followed by a sacrificial varnish; in the case of vandalism the varnish can be removed without destroying the fine art underneath. The sculpture will be free standing, but bolted to the platform for safety. There are four distinctly different paintings that can only be witnessed from four different vantage points, roughly located a few feet from the corners of the existing concrete platform. The paintings are consistent with the theme of "Honoring the Past; Celebrating the Present; Embracing the Future." I hope you all enjoy the content.

The first set of murals will be about honoring the past, and viewed from the Northeast and Southeast corners from the sidewalk. The Southeast perspective honors our Native American history with three women digging camas root. The models are my family members, two of them recreating a scene from a photo of their direct ancestors. The woman sitting on the left is my wife, who descends from Chiefs Joseph, Whitebird, and Ollokot.

The Northeast perspective honors the people and industries that La Grande was made from. The Grand Staircase that originally ascended to Eastern Oregon Normal School, a large pile of logs, train tracks, the Upper Perry Arch Bridge, an old barn, and a large water wheel all tell a story of hard work and progress. More importantly, the people who did the work have a deeper story to tell. People from all backgrounds worked together to create the community we enjoy. This past wasn't always easy or welcoming to all, and some people's history was diminished or erased. This view of the past hopes to recognize a few of those people who contributed their lives to the creation of La Grande. The men on the railroad handcar come from a mix of backgrounds; Chinese people from this area are responsible for a lot of the hard labor that went into laying tracks. In the foreground of the painting is a man known as "Lucky" Trice. He was one of many black loggers that worked with other local loggers, and lived in Maxville. He later raised his family in La Grande, and was well respected in the community.

The next mural, representing the present, will be viewed from the Southwest corner. Just before walking up the ramp, this mural will come into perspective. This is the first mural to bring color into play, as the historical murals are sepia-toned. A large fish, paintbrush, and black tassel appear to hover over the background, which consists of a topography-ish map of a section of the Grande Ronde River. Below the river, the landscape consists of mud, while above the river is snow. In the mud and snow are tracks from a skier, dirt-biker, bear, and logger. (I have a strong gut-feeling that more variety of tracks will show up in the final product.) The variety of tracks and other items represent a celebration of the present time in La Grande.

The next perspective is special to me. It will be viewed from a child's perspective as young people exit the Library doors. This represents the idea that, if we are going to help our kids create a healthy future, we have to look at things from their perspective. Our world is experiencing a lot of division and pain right now, and I hope we can all learn to do it better. This view is a bit more magical, with a lot of color! The buttons bursting from books are all paired in opposites; whether it be values or colors, it is meant to show how each complements the other. As artists we know this, but I'm afraid we all forget from time to time. I truly believe there is still time to learn from "the other," and I think our kids will be the ones to lead us back.

It has been a pleasure to put together this proposal, and I feel I have learned a lot about myself through this process. I hope my vision complements all of your vision, and I will be looking forward to the possibility of bringing the idea to fruition!

Sincerely,
Jason Hogge

Jason Hogge

624 SW 2nd St • Pendleton, OR 97801 • 541-969-4797 • jhogge@pnca.edu

September 7, 2021

La Grande Arts Commission
2402 Cedar Street
La Grande, OR 97850

Detailed Project Budget: (all prices are approximate)

Bagged Concrete Mix	\$ 100.00
Wire Mesh	\$ 150.00
Melamine for Forms	\$ 200.00
1" X 2" Channel Iron	\$ 1000.00
Nuts, Bolts, Hardware	\$ 500.00
Welding Gas & Wire	\$ 300.00
Epoxy Paint (for steel)	\$ 200.00
Primer	\$ 100.00
Premium Quality Acrylics	\$ 1000.00
Isolation Coat	\$ 100.00
Golden MSA Varnish	\$ 250.00
HVLP Sprayer	\$ 100.00
Misc Paint Supplies	\$ 500.00
Transport Fees	\$ 500.00
Estimated Total Supplies	\$ 5000.00
<u>Labor</u>	<u>\$45,000.00</u>
Grand Total	\$50,000.00

Staff note: Since this project is grant funded this timeline would likely be 2022 – 2023 versus what the artist provided below.

Proposed Timeline: (All times are approximate)

2021

- October - Purchase or order all necessary supplies
- November - Begin building mesh filled concrete forms with steel top and bottom frame
- December - Pour concrete panels and weld steel framework

2022

- January - Clean, etch, and prime concrete panels
- February - Set panels in place and project images for blocking in
- March - Begin the painting process
- April - Continue the painting process
- May - Continue the painting process finishing with isolation coat and sealer
- June - Transport sculpture/mural to La Grande, OR and install to finish
- July - Buffer month for any time miscalculation







City of La Grande Public Art Policy

BACKGROUND

The La Grande Arts Commission (Commission), in the summer of 2016, agreed to develop a city-wide Public Art Policy. Working closely with Parks & Recreation Department staff, the Commission facilitated a “creative conversation” event on September 8, 2016, where City officials, Eastern Oregon University representatives, and other community art groups and artists gathered to provide input for this policy. Since the Parks & Recreation Department interacts regularly with the Commission as assigned by City Council, Parks & Recreation staff along with the Commission will be responsible to carry out this policy.

RATIONALE

Public art and architecture can serve as a cultural gateway to the City, enlivening its streetscapes while increasing its local and regional identity as a residential, historical, and economic destination. Well-placed works of art help introduce the City to those who visit it and its businesses. For La Grande residents, art adds to their quality of life.

The objective of this policy is to create a more pleasing living environment for residents and visitors, create a unique image for the City, reflect the cultural and ethnic diversity of the City, reflect the character of the City from its origins to the present, and create an artistic environment that will encourage economic opportunities within the City.

To that end, the City must mix its diverse and attractive physical spaces with rich and varied cultural and educational experiences. This goal can be achieved in part by promoting a robust public art program. Through such a program, the City will be able to maintain, foster, and enhance its unique character. Public art will help attract new residents and businesses.

For businesses looking for a place to locate, public art tells them that the City promotes creativity and interaction, thus stimulating economic growth. It is a good investment for the City, and has relatively low overhead and staffing costs.

THE LA GRANDE ARTS COMMISSION (Commission)

The La Grande Arts Commission was created by City Council on February 19, 1986 and is responsible for: Providing coordination of and communication among groups and individuals engaged in the arts to enhance the artistic diversity available for the citizens of La Grande; Promoting development of the arts as an economic driver to the area; Assisting with programs and projects that encourage the arts for local youth; and, Advising the La Grande City Council on art related issues.

It is the desire of the Commission to help facilitate this policy, curate public art, advise the City Council on public art acquisitions and loans, advocate for funding, and review and recommend future projects.

Specific goals include; curating the growth of a diverse public art collection, facilitating exposure to public art, encouraging community dialogue through public art, and using public art to reflect the characteristics of the local community.

GENERAL POLICIES

1. The City shall acquire and display public art work for the benefit and enjoyment of its citizens.
2. Public art differs from art intended for private enjoyment, in that it must speak, in a significant way, to a larger portion of the population. Public art is a gesture to the public and, as such, should provide a generous benefit. Public art should bring meaning to public spaces and make them more enjoyable.
3. Public art is founded in the freedoms of thought and creative expression. It should reflect the diversity and richness of the community. It should spark positive interaction and stimulate discussion among community members.
4. The City shall acquire art that is of the highest quality and that is consistent with the policies adopted by the City.
5. The acquisition process shall encourage the creation of many types of art works.
6. Selection procedures shall encourage open public discussion to ensure that all concerned parties are involved in the process, including the City through the City Council and Commission, other City Commissions, the general public, the business community and the arts community.
7. Whenever appropriate, selection procedures shall encourage collaboration between artists and design professionals including architects, landscape architects, project managers and engineers.
8. Selection procedures shall establish specific criteria for the acceptance of gifts or the long-term loan of art to the City.
9. Acquisition of an art work implies that it will become of value to part of the City collection, that it will be thoughtfully sited or displayed and that it will be properly maintained.
10. The City shall establish and maintain complete records that include documents transferring title, artist's contracts, reports, invoices and other pertinent material.
11. Works of art shall be acquired without legal restrictions about use and disposition, except with respect to copyrights or other specifically defined rights as part of the contract negotiated with the artist.
12. The liability associated with ownership of public works of art shall be covered under the City's applicable insurance programs.
13. Any art that is gifted to the City shall fall under the same selection criteria as a commissioned piece of art.

GENERAL POLICIES DEFINITIONS

1. **Acquisitions** - the procurement of works of art through open competition, limited competition, invitation, donation, loan, direct purchase or any other means.
2. **Works of art** - all forms of original, visual and tactile art.
3. **City** - the City of La Grande, Oregon.
4. **Commission** - The La Grande Arts Commission appointed by the City Council.

FUNDING AND PLANNING

1. The City will encourage the following groups to contribute works of art at appropriate locations within the City limits: businesses and developers, public and private groups, residential communities, schools, non-profits, and individuals.
2. The Commission will work with City departments and other partners to fulfill its goals; these partners include, but are not limited to: Planning, Building, Economic Development, Public Works, Parks and Recreation, La Grande Historical Society, Planning and Landmarks Commissions, La Grande School District, Eastern Oregon University, Union County Economic Development Corporation, La Grande Main Street, and Union County Chamber of Commerce.
3. The Commission will coordinate with City initiatives to help make public art a component of

those initiatives.

4. The City will endeavour to incorporate art into any new municipal building and/or its grounds or any major renovation/expansion of current municipal buildings and incorporate funding for this act in the financing of these capital projects.
5. The City will encourage a public art component for all public and private development projects.
6. In addition to direct City funding, other sources may be sought for public art funding including any applicable grants and donations both public and private.
7. Any non-City funding will be placed in the City of La Grande 'Grants and Donations' fund as a separate line-item - Arts Commission.
8. The Commission may request, through the Parks and Recreation Director and during the annual budget process, that the Parks and Recreation budget include funding dedicated to public art.

ACQUISITION

Acquired works shall be appropriate in size, scale, material, form and style for the social and physical environment in which it is to be placed, be durable, have high resistance to vandalism, be maintainable at a reasonable cost, and minimize public liability.

FORMS OF PUBLIC ART:

- Indoors or outdoors.
- Commemorative, educational, or interactive.
- Representational or abstract.
- Functional, symbolic, or decorative.
- A single work or a whole block or park.
- Incorporated with landscape elements.
- Integrated with architecture or infrastructure.
- Of a non-visual nature (e.g. poetry on busses, or community history programs on the radio).
- Technological (e.g. employing light, sound, or motion).

CRITERIA FOR PUBLIC ART PROJECTS

All public art projects accepted by the City should strive to:

- Promote meaningful collaboration between the artist, the City, and any other relevant parties.
- Be in an area where residents and visitors commonly congregate or travel, to achieve visibility.
- Be composed of the highest quality materials and constructed according to best practices, to achieve results that endure without requiring unusual maintenance.
- Be well integrated into the context of the surrounding environment, current usage, and historic significance, nearby building materials, foliage and landscaping features, public rights-of-ways, and potential audiences.
- Be accessible to all, with special consideration to those of special needs. Access to public art must meet all Americans with Disabilities Act requirements and relevant laws.
- Be primarily a work of artistic merit, and NOT an advertisement for any commercial establishment.

SELECTION OF ARTIST

The Commission is responsible for managing the public art process, including but not limited to selecting public art projects, selecting the site, selecting the artist, and the piece or pieces, subject to City Council approval as described in this Policy. The Planning or Landmarks Commission, additional art

professionals and partners may be consulted as necessary. The Commission's main objective of the process is to select an artist whose experience, aesthetic, commitment to collaboration, and fabrication skills aligns with the needs of a given project.

There are five selection categories that will be considered. These include:

- **Open competition** (Open Call): public solicitation for project proposals that is open to all artists.
- **Limited competition** (Limited Call): public solicitation for project proposals from a select group of artists.
- **Direct selection** (Commissioned): contracting a specific artist for a particular project, or evaluating a request to submit art to the public from an individual artist.
- **Donation**: Existing works of art owned by the artist or sponsor that is offered for free.
- **Loaned and/or Leased**: Art that is commissioned by the City where a loan agreement is executed.

SELECTION PROCEDURE

- The Commission will administer the call and publicize the requirements including deadline, written proposal components, and review process. The Commission will hold a meeting to review proposals.
 - Prior to the meeting, the artist(s) shall supply the Commission with an artistic rendering or samples of the proposed project(s), a written proposal which should include the following: medium, size, proposed location, budget or if the piece will be donated, maintenance information, proposed date of installation, photos or digital images of previous works, biographical information, and preferred site proposal.
- After proposal review, the Commission shall convene a public forum to get additional feedback for public discussion, after which the Commission may identify further information required of the artist and/or the sponsor.
- After all information is received and addressed, the Commission will then schedule a second meeting to review the project. At this time, the Commission will make a determination if the project moves forward in the process.
- In all cases, following the review process, artists and/or donors, shall be notified by the Commission whether or not the Commission will be forwarding the proposal to the City Council for consideration.
- The City Council shall, in their sole discretion, determine whether or not to approve the proposal. If the City Council approves the proposal, they will authorize the City Manager to negotiate a written agreement between the City of La Grande, the artist, and any other involved parties. The agreement shall include any provisions required under this policy along with project specific elements including but not limited to ownership, responsibility, maintenance, fiscal aspects, location, and duration of the agreement in the case of loaned or leased art.

OPEN COMPETITION

Open competition is defined as an announcement open to all artists in the region to solicit proposals or ideas for a specific site or a defined general area.

LIMITED COMPETITION

Limited competition is defined as an announcement open to a select group of artists to solicit proposals or

ideas for a specific site or a defined general area. The Commission will carry out the same review process as detailed in the Open Competition details above.

DIRECT SELECTION

Commissioned works of art is defined as contracting a specific artist for a particular project. The Commission will carry out the same review process as detailed in the Open Competition details above.

DONATION

Donated art is defined as existing works of art owned by the artist or sponsor that is offered for free. The Commission will carry out the same review process as detailed in the Open Competition details above.

DONATION CRITERIA

- Gifts to the City and/or the La Grande Arts Commission are considered outright and unrestricted donations. Gifts of artworks are considered extremely important and are highly valued at the time of acceptance. However, no individual or institution can predict, nor govern, the changing attitudes of future generations, nor guarantee permanency of the accepted gift. The donor will be required to acknowledge that the City is very limited in its ability to provide long-term maintenance, preservation, and/or restoration of artworks.
- The donor will also be required to acknowledge that as an unrestricted donation, the City reserves the right to decline acceptance, keep, loan, sell, exchange, and/or dispose of the artwork at any time without notice to the donor.
- Gifts of artwork will be managed in the best interest of the City. Whenever possible, upon deciding that an artwork should be disposed of, the disposal should benefit the city or appropriate City-related institution. The City cannot appraise donations.

LOANED AND/OR LEASED ART

Loaned and/or leased art is defined as art that is commissioned by the City where a loan agreement is executed. The Commission will carry out the same review process as detailed in the Open Competition details above.

DOCUMENTATION OF CITY'S COLLECTION

Each piece of artwork will be assigned an accession number labeled in an inconspicuous, reversible manner. The accession number format includes the year acquired, followed by an accession number for the month of the year it was acquired and an accession number for that year (e.g. 2016.01.01 for January 2016 first item acquired for that year). All documentation for a work must reference its accession number.

The Commission will maintain all documentation of the collection in the Parks & Recreation Department's office with copies provided to the City Recorder and to the Finance Department.

Documentation for each work of art in the City's collection must include:

- An accession form documenting the accession date, title, artist, medium, dimensions, location, and donor contact information (if applicable).
- An artist information sheet documenting the accession date, contact information for the artist, or estate of the artist, information regarding the fabrication, installation, and maintenance requirements of the artwork, a photographic record of the artwork, deed of gift or loan agreement, as applicable, any applicable copyright agreements, conservation or historical records, if applicable, photographs of before/after maintenance and/or conservation work, all

maintenance and/or conservation work orders, to include start/completion dates.

MAINTENANCE AND CONSERVATION

Once every five years, the Commission will conduct a condition survey for each item in the City's collection and create a list of maintenance and conservation priorities. The survey will be conducted by a subcommittee consisting of representatives of the Commission and the Parks & Recreation Department and may include local government officials, local non-profits, and other interested community partners. The subcommittee shall submit a report of the survey's findings to the City Council within sixty days of completion of the survey.

Routine maintenance will be coordinated by the Parks & Recreation Department and will be done in conjunction with the instructions on the artwork's artist information sheet. All maintenance and/or conservation work will be thoroughly documented. Any specific maintenance and/or conservation work that is above and beyond what is specified on the artist's information sheet must be pre-authorized by the Commission.

DEACCESSION

Deaccession is the procedure for the permanent removal of a work from the City's collection. The Commission will facilitate all deaccession activities. An artwork may only be considered for deaccession for these reasons:

- It has deteriorated, or has been damaged, to such a degree that restoration is impracticable, unfeasible, or would render the work false.
- It no longer exists due to theft, accident, or natural disaster.
- It requires excessive maintenance or is found to be of inferior workmanship.
- It is demonstrated to be fraudulent, not authentic, or in violation of copyright laws.
- It endangers public safety.
- Its site has experienced significant changes that prevent its continual display and no suitable replacement site is available.
- Its security cannot be reasonably guaranteed.
- It is not regularly on display, with no plans for future displays.
- It has been determined in the sole discretion of the Commission to be significantly incompatible or inferior in the context of the City collection.

Artwork may only be removed from the City's collection through deaccession and after careful and impartial evaluation of the artwork. The deaccession evaluation must include:

- A good faith effort to inform the artist or the artist's estate that the artwork is being considered for deaccession.
- A review of all accession documents, including a review of legal documents by the City Attorney.
- A review of any pertinent written correspondence, media coverage, and any other evidence of public opinion.

If the Commission deems deaccession to be appropriate, it will submit a formal recommendation to the City Council. If the City Council decides deaccession is appropriate, the artwork will be disposed of as follows:

- The artwork may be sold in accordance with all relevant laws governing surplus public property.

- The artwork may be loaned or donated to a gallery, museum, or similar institution.

The City is responsible for all costs associated with the removal or relocation of the artwork, unless another agrees to assume these costs. Any proceeds from the sale of public art belong to the City. A record of deaccessioned artwork will be kept with the City's collection.

Policy Review/Update

The La Grande Parks and Recreation Director will prepare a policy review every five years for the La Grande Arts Commission and City Council.

CITY of LA GRANDE
COUNCIL ACTION FORM

Council Meeting Date: November 3, 2021

PRESENTER:

Stu Spence, Parks & Recreation Director

COUNCIL ACTION:

CONSIDER AUTHORIZING AGREEMENTS BETWEEN THE CITY AND THE LA GRANDE SWIM CLUB AND THE LA GRANDE HIGH SCHOOL SWIM TEAM FOR USE OF VETERANS' MEMORIAL POOL.

- 1. MAYOR: Request Staff Report
- 2. MAYOR: Request that Public Testimony be read into the Record
- 3. MAYOR: Invite Council Discussion
- 4. MAYOR: Entertain Motion

Suggested Motion: I move that we authorize the City Manager to sign the agreement between the City and the La Grande Swim Club and between the City and La Grande High School Swim Team for the use of Veterans' Memorial Pool as presented.

- 5. MAYOR: Invite Additional Council Discussion
- 6. MAYOR: Ask for the Vote

EXPLANATION The agreements between the City and the La Grande Swim Club and the La Grande High School Swim Team expire on December 31, 2021. Normally the City would negotiate increased rates, but due to COVID, the City wishes to simply extend the expiration dates and freeze the rates with the exception of La Grande Swim Club pool rental rates under Appendix A. These minimal increases align the High School and Club agreements so they reflect the same rates.

The City Manager recommends approval of these agreements as presented by Staff.

Reviewed By: (Initial)

City Manager _____
 City Recorder _____
 Aquatics Division _____
 Building Department _____
 ED Department _____
 Finance _____
 Fire Department _____

Human Resources Dept _____
 Library _____
 Parks Department _____
 Planning Department _____
 Police Department _____
 Public Works Department _____

COUNCIL ACTION (Office Use Only)

- Motion Passed
- Motion Failed; _____
- Action Tabled: _____
Vote: _____
- Resolution Passed # _____
Effective Date: _____
- Ordinance Adopted # _____
First Reading: _____
Second Reading: _____
Effective Date: _____

AGREEMENT

This Agreement, entered into the Third (3rd) ~~Seventh (7th)~~ day of ~~November~~ October, 2021~~0~~, between the City of La Grande, a Municipal Corporation of the State of Oregon, hereinafter referred to as the City; and the La Grande Swim Club, hereinafter referred to as the Club.

WITNESSETH

Whereas, the Club has expressed interest in using the Veterans' Memorial Pool for their activities; and

Whereas, the City desires to cooperate with the Club in making the facility available for their use;

NOW, THEREFORE, it is agreed that the Veterans' Memorial Pool will be made available to the Club, effective upon execution of this Agreement, under the following conditions:

1. The large lap pool will be open for Club use, Monday through Friday, as follows:

	SEPTEMBER - MAY					JUNE - AUGUST		
	NUMBER OF LANES RESERVED							
	3:30-4:00 pm	4:00-4:30 pm	4:30-5:00 pm	5:00-5:30 pm	5:30-6:00 pm	8:00-9:00 am	9:00-11:00 am	4:30-5:30 pm
MON	5	8	8	8	3	5	6	4
TUE	3	8	8	8	3	3	6	4
WED	5	8	8	8	3	5	6	4
THU	5	8	8	8	3	5	6	4
FRI	0	8	8	8	3	0	6	4

- a. The Club will be billed monthly at the rate of \$4.94 per lane per hour, based on the number of lanes reserved for the Club. The current authorized lane use and times are listed above.
- b. Requests to change lane usage must be submitted in writing no later than the 15th of each month. Monthly billing for the current month will be calculated in 30-day increments, based on the number of lanes requested. Requests by the Club for use outside of regularly scheduled practice times will be processed on an individual basis by the Aquatics Superintendent. Consideration will be based on the current facility schedule and availability of lanes. If additional time is approved, the Club must pay the same rate per lane per hour.
- c. City will invoice the Club the first week of each month for their usage during the prior month, as indicated in paragraph 1.a. above. Payment is due in full no later than the twentieth day of each month.
- d. Availability is subject to pool closure for maintenance, repairs and holidays. Closures will be posted at the front entrance desk at least five days prior to a scheduled closure. In the event of an emergency closure, the City will attempt to notify the Club's designated point of contact prior to their next scheduled use. The Club will not be charged for times when the pool is unavailable due to closure. The Club is responsible for providing the Aquatics Superintendent with the current name and phone number of the designated point of contact.
- e. The City will provide written notice to the Club of permanent facility schedule changes that would affect the Club's schedule. In the event the facility operating

hours change, the Club would be required to adjust their scheduled practice times accordingly. Should the Club desire to maintain their current practice schedule that is outside the pool's operating hours, they would be required to pay the pool rental rate (See Appendix A for current rates) unless the facility is closed to all users.

2. The City will provide one qualified lifeguard on deck-during the times specified for use by the Club. When the number of Club swimmers exceeds 40, then the Club will pay for an additional lifeguard for each additional 40 Club swimmers. If the total number of Club swimmers exceeds 80, the Club will pay for additional guards based on the number of swimmers at one guard for every additional 40 swimmers or portion thereof.
3. The Club will provide a current Certified USA Swim Coach on deck at all times to oversee their Program participants and spectators.
4. The Club will maintain the daily attendance of each Club swimmer. Attendance will identify the number of swimmers by day and time period. Daily attendance will be given to pool staff for their administrative use.
5. The Club is authorized to use the City's instructional equipment for their program; the City is authorized to use the Club's instructional equipment for lap swimmers and lesson participants.
6. The Club is not authorized to use the life station or front office area during practice times and is responsible for ensuring that non-participants, including parents, siblings, spectators and Club members not swimming, remain only on the East side bleacher area at least five feet from the pool edge.
7. The City will not provide sponsorship or supervisory personnel for events sponsored by the Club. (See Appendix B for additional information.) The Club will pay the cost of lifeguards and pool rental required for the event at the then current rate as described in Appendix A.
8. The Club will be responsible for ensuring participants take a cleansing shower before entering the pools (OAR 333-60-210).
9. The Club will reimburse the City for the cost of repair for any damage caused by Club members to the facility other than normal wear and tear.
10. The Club and its coaching staff, volunteers, employees, agents, participants and parents shall comply with all local, State and Federal laws, regulations and Ordinances that apply to the use of the pool facility as contemplated herein, as well as any safety rules and rules of conduct imposed by the City with respect to the use of the facility.
11. The La Grande Swim Club will defend, indemnify and hold City harmless for the activities of the Club, its agents and its employees under this Agreement, including but not limited to, any liabilities, losses, damages, injunctions, suits, actions, fines, penalties, claims or demands of any kind or nature by or on behalf of any person, party or governmental authority arising out of or in connection with Club's:
 - (i) failure to perform any of the agreements, terms, covenants or conditions of the Agreement;
 - (ii) negligent act or omission or other misconduct;
 - (iii) failure to comply with any applicable laws, rules or regulations; or,

- (iv) any accident, injury or damage to third parties resulting from Club's acts, errors or omissions.

Club will provide the City with a Certificate of Insurance naming the City of La Grande and the Veterans' Memorial Pool as additional insureds in the minimum amount of \$1,000,000, with a stipulation that coverage will not be cancelled or diminished without the advanced written consent of the City. Club will ensure that the pool is furnished a current copy of the policy without demand each renewal year.

- 12. This Agreement will be in effect during the period January 1, ~~2022~~ 2021—through December 31, ~~2022~~ 2021, except that either party may cancel by giving written notice of such intent to the other party at least thirty (30) days in advance of the date of cancellation. Execution of this Agreement will repeal the Agreement currently in effect and any prior Agreements between the Club and the City authorizing use of the Veterans' Memorial Pool.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in their respective names by their duly authorized representatives, on the day and year set out above. Said execution having been heretofore first duly authorized in the accordance with law.

The City of La Grande a municipal Corporation

_____ Date
Robert A Strobe
City Manager
City of La Grande

_____ Date
Tatiana Ricker
President
La Grande Swim Club

ATTESTED:

Sandra Patterson
City Recorder

APPENDIX A

VETERANS' MEMORIAL POOL RATE SCHEDULE

Pool Rental Rates:

NUMBER OF USERS
1 -60
61 -125
126 - 260

RESIDENT
\$ 95.00 per hour
\$ 110.00 per hour
\$ 125.00 per hour

Splash Park Fee (in addition to regular rental rates):

RESIDENT
\$30.00 per hour

NON-RESIDENT
\$40.00 per hour

Lifeguard costs are currently \$ 15.00 per hour per lifeguard; rate is subject to change, based on authorized pay increases approved by the City. Lifeguard costs are in addition to the pool rental rates. Two (2) lifeguards are required for the first 25 patrons and an additional lifeguard is required for each additional 25 patrons. **

** At the discretion of the Aquatics Superintendent, the number of swimmers allowed per lifeguard may be increased to 40 for organized groups such as the La Grande Swim Club or the High School Swim Team.

APPENDIX B

SWIM MEET GUIDELINES

In addition to the provisions in the swim club agreement, the following apply specifically to swim meets:

- a. For swim meets, Club will pay the regular pool rental rates as shown in the then current Appendix A.
- b. Use of the small pool as a warm-up/cool down pool during swim meets, when requesting that the temperature be dropped, will be billed at the rate of \$150 per event to cover the cost of Staff time, reheating and chemicals.
- c. Club will be responsible for the cost of any additional charges for garbage collection during swim meets. The City will provide 3 large trash cans outside the Southeast exit for Club's use. Any excess garbage beyond those filled cans will be the Club's responsibility to either haul away or be billed by the City when the City hauls away.
- d. The Club will be responsible for the following during swim meets as appropriate:
 - i. Set-up of racing lanes. If the Club desires to use the lane lines, upon request, the City will remove the pool lane lines and put in the Club's lines the night prior to the meet. Following the meet, the Club will switch the lane lines back.
 - ii. Participant control of all in attendance, including but not limited to the Club and its coaching staff, volunteers, employees, agents, and parents as well as all other participants, spectators, and attendees.
 - iii. Cleanup following the event. A checklist will be provided to the Club with specific cleanup instructions prior to each meet.
- e. The Club will be allowed use of one room for hospitality and the life station and will clean these areas at the end of the event.
- f. The Club will reimburse the City for the cost of repair for any damage to the facility other than normal wear and tear.
- g. The bulkhead will be restricted to swim meet officials, lap counters, and pool staff. It will be barricaded and monitored by the hosting swim team. No transitioning will be allowed from one side of the pool to the other for swimmers or spectators. In the event of the senior recognition you may introduce one team of seniors at a time and can use the bulkhead for pictures and recognition. Once that teams' seniors have been recognized, then they must exit from the bulkhead before the next team is introduced.

AGREEMENT

This Agreement, entered into the Third (3rd) day of November 2021, between the City of La Grande, a Municipal Corporation of the State of Oregon, hereinafter referred to as the City; and the La Grande Swim Club, hereinafter referred to as the Club.

WITNESSETH

Whereas, the Club has expressed interest in using the Veterans' Memorial Pool for their activities; and

Whereas, the City desires to cooperate with the Club in making the facility available for their use;

NOW, THEREFORE, it is agreed that the Veterans' Memorial Pool will be made available to the Club, effective upon execution of this Agreement, under the following conditions:

1. The large lap pool will be open for Club use, Monday through Friday, as follows:

	SEPTEMBER - MAY					JUNE - AUGUST		
	NUMBER OF LANES RESERVED							
	3:30-4:00 pm	4:00-4:30 pm	4:30-5:00 pm	5:00-5:30 pm	5:30-6:00 pm	8:00-9:00 am	9:00-11:00 am	4:30-5:30 pm
MON	5	8	8	8	3	5	6	4
TUE	3	8	8	8	3	3	6	4
WED	5	8	8	8	3	5	6	4
THU	5	8	8	8	3	5	6	4
FRI	0	8	8	8	3	0	6	4

- a. The Club will be billed monthly at the rate of \$4.94 per lane per hour, based on the number of lanes reserved for the Club. The current authorized lane use and times are listed above.
- b. Requests to change lane usage must be submitted in writing no later than the 15th of each month. Monthly billing for the current month will be calculated in 30-day increments, based on the number of lanes requested. Requests by the Club for use outside of regularly scheduled practice times will be processed on an individual basis by the Aquatics Superintendent. Consideration will be based on the current facility schedule and availability of lanes. If additional time is approved, the Club must pay the same rate per lane per hour.
- c. City will invoice the Club the first week of each month for their usage during the prior month, as indicated in paragraph 1.a. above. Payment is due in full no later than the twentieth day of each month.
- d. Availability is subject to pool closure for maintenance, repairs and holidays. Closures will be posted at the front entrance desk at least five days prior to a scheduled closure. In the event of an emergency closure, the City will attempt to notify the Club's designated point of contact prior to their next scheduled use. The Club will not be charged for times when the pool is unavailable due to closure. The Club is responsible for providing the Aquatics Superintendent with the current name and phone number of the designated point of contact.
- e. The City will provide written notice to the Club of permanent facility schedule changes that would affect the Club's schedule. In the event the facility operating

hours change, the Club would be required to adjust their scheduled practice times accordingly. Should the Club desire to maintain their current practice schedule that is outside the pool's operating hours, they would be required to pay the pool rental rate (See Appendix A for current rates) unless the facility is closed to all users.

2. The City will provide one qualified lifeguard on deck-during the times specified for use by the Club. When the number of Club swimmers exceeds 40, then the Club will pay for an additional lifeguard for each additional 40 Club swimmers. If the total number of Club swimmers exceeds 80, the Club will pay for additional guards based on the number of swimmers at one guard for every additional 40 swimmers or portion thereof.
3. The Club will provide a current Certified USA Swim Coach on deck at all times to oversee their Program participants and spectators.
4. The Club will maintain the daily attendance of each Club swimmer. Attendance will identify the number of swimmers by day and time period. Daily attendance will be given to pool staff for their administrative use.
5. The Club is authorized to use the City's instructional equipment for their program; the City is authorized to use the Club's instructional equipment for lap swimmers and lesson participants.
6. The Club is not authorized to use the life station or front office area during practice times and is responsible for ensuring that non-participants, including parents, siblings, spectators and Club members not swimming, remain only on the East side bleacher area at least five feet from the pool edge.
7. The City will not provide sponsorship or supervisory personnel for events sponsored by the Club. (See Appendix B for additional information.) The Club will pay the cost of lifeguards and pool rental required for the event at the then current rate as described in Appendix A.
8. The Club will be responsible for ensuring participants take a cleansing shower before entering the pools (OAR 333-60-210).
9. The Club will reimburse the City for the cost of repair for any damage caused by Club members to the facility other than normal wear and tear.
10. The Club and its coaching staff, volunteers, employees, agents, participants and parents shall comply with all local, State and Federal laws, regulations and Ordinances that apply to the use of the pool facility as contemplated herein, as well as any safety rules and rules of conduct imposed by the City with respect to the use of the facility.
11. The La Grande Swim Club will defend, indemnify and hold City harmless for the activities of the Club, its agents and its employees under this Agreement, including but not limited to, any liabilities, losses, damages, injunctions, suits, actions, fines, penalties, claims or demands of any kind or nature by or on behalf of any person, party or governmental authority arising out of or in connection with Club's:
 - (i) failure to perform any of the agreements, terms, covenants or conditions of the Agreement;
 - (ii) negligent act or omission or other misconduct;
 - (iii) failure to comply with any applicable laws, rules or regulations; or,

- (iv) any accident, injury or damage to third parties resulting from Club's acts, errors or omissions.

Club will provide the City with a Certificate of Insurance naming the City of La Grande and the Veterans' Memorial Pool as additional insureds in the minimum amount of \$1,000,000, with a stipulation that coverage will not be cancelled or diminished without the advanced written consent of the City. Club will ensure that the pool is furnished a current copy of the policy without demand each renewal year.

- 12. This Agreement will be in effect during the period January 1, 2022 through December 31, 2022, except that either party may cancel by giving written notice of such intent to the other party at least thirty (30) days in advance of the date of cancellation. Execution of this Agreement will repeal the Agreement currently in effect and any prior Agreements between the Club and the City authorizing use of the Veterans' Memorial Pool.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in their respective names by their duly authorized representatives, on the day and year set out above. Said execution having been heretofore first duly authorized in the accordance with law.

The City of La Grande a municipal Corporation

Robert A Strope Date
City Manager
City of La Grande

Tatiana Ricker Date
President
La Grande Swim Club

ATTESTED:

Sandra Patterson
City Recorder

APPENDIX A

VETERANS' MEMORIAL POOL RATE SCHEDULE

Pool Rental Rates:

NUMBER OF USERS

1 -60
61 -125
126 - 260

RESIDENT

\$ 95.00 per hour
\$ 110.00 per hour
\$ 125.00 per hour

Splash Park Fee (in addition to regular rental rates):

RESIDENT

\$30.00 per hour

NON-RESIDENT

\$40.00 per hour

Lifeguard costs are currently \$ 15.00 per hour per lifeguard; rate is subject to change, based on authorized pay increases approved by the City. Lifeguard costs are in addition to the pool rental rates. Two (2) lifeguards are required for the first 25 patrons and an additional lifeguard is required for each additional 25 patrons. **

** At the discretion of the Aquatics Superintendent, the number of swimmers allowed per lifeguard may be increased to 40 for organized groups such as the La Grande Swim Club or the High School Swim Team.

APPENDIX B

SWIM MEET GUIDELINES

In addition to the provisions in the swim club agreement, the following apply specifically to swim meets:

- a. For swim meets, Club will pay the regular pool rental rates as shown in the then current Appendix A.
- b. Use of the small pool as a warm-up/cool down pool during swim meets, when requesting that the temperature be dropped, will be billed at the rate of \$150 per event to cover the cost of Staff time, reheating and chemicals.
- c. Club will be responsible for the cost of any additional charges for garbage collection during swim meets. The City will provide 3 large trash cans outside the Southeast exit for Club's use. Any excess garbage beyond those filled cans will be the Club's responsibility to either haul away or be billed by the City when the City hauls away.
- d. The Club will be responsible for the following during swim meets as appropriate:
 - i. Set-up of racing lanes. If the Club desires to use the lane lines, upon request, the City will remove the pool lane lines and put in the Club's lines the night prior to the meet. Following the meet, the Club will switch the lane lines back.
 - ii. Participant control of all in attendance, including but not limited to the Club and its coaching staff, volunteers, employees, agents, and parents as well as all other participants, spectators, and attendees.
 - iii. Cleanup following the event. A checklist will be provided to the Club with specific cleanup instructions prior to each meet.
- e. The Club will be allowed use of one room for hospitality and the life station and will clean these areas at the end of the event.
- f. The Club will reimburse the City for the cost of repair for any damage to the facility other than normal wear and tear.
- g. The bulkhead will be restricted to swim meet officials, lap counters, and pool staff. It will be barricaded and monitored by the hosting swim team. No transitioning will be allowed from one side of the pool to the other for swimmers or spectators. In the event of the senior recognition you may introduce one team of seniors at a time and can use the bulkhead for pictures and recognition. Once that teams' seniors have been recognized, then they must exit from the bulkhead before the next team is introduced.

AGREEMENT

This Agreement, made ~~this~~the Third (3rd) Seventh (7th) day of ~~November~~ October, 2021~~0~~, between the City of La Grande, a Municipal Corporation of the State of Oregon, hereinafter referred to as the City; and the La Grande High School Swim Team, hereinafter referred to as the Swim Team.

WITNESSETH

Whereas, the Swim Team has expressed interest in using the Veterans' Memorial Pool for their activities; and

Whereas, the City desires to cooperate with the Swim Team in the making of the facility available for their use;

NOW, THEREFORE, it is agreed that the Veterans' Memorial Pool will be made available to the Swim Team, effective upon execution of the agreement, under the following conditions:

1. The large lap pool will be open for Swim Team use, Monday through Friday, as follows:
 - a. From approximately the third week of November to the third week of February, the Swim Team shall have primary use of up to seven lanes from 5:30 - 7:30 am, Monday through Friday. The Swim Team will notify the City of the final number of lanes needed by December 15^h each season, which will become the basis for the fee. The eighth lane will be left open for other patrons wanting to use it.
 - b. The La Grande School District will be billed \$4.94 per lane per hour, based on the final number of lanes reserved for the Swim Team plus any additional costs incurred for extra lanes at the end of the season.
 - c. Availability is subject to pool closure for maintenance, repairs and holidays. Closures will be posted at the front entrance desk at least five days prior to scheduled closure. In the event of an emergency closure, the City will attempt to notify the Swim Team's designated point of contact prior to their next scheduled use. The Swim Team will not be charged for times when the pool is unavailable due to closure. The Swim Team is responsible for providing the Aquatics Superintendent with the current name and phone number of the designated point of contact.
 - d. The City will provide written notice to the Swim Team of permanent facility schedule changes that would affect the Swim Team's schedule. In the event the facility operating hours change, the Swim Team would be required to adjust their scheduled practice times accordingly. Should the Swim Team desire to maintain their current practice schedule that is outside the pool's operating hours, they would be required to pay the pool rental rate (See Appendix A for current rates) unless the facility is closed to all users.
2. The City will provide one qualified lifeguard on deck-during the times specified for use by the Swim Team. When the City and Swim Team are sharing the use of the pool and the total number of all swimmers using the pool exceeds 40, the Swim Team will pay the cost of an additional lifeguard at the then current rate. If the total number of swimmers exceeds 80, the Swim Team will pay for additional guards based on the number of swimmers at one guard for every additional 40 swimmers or portion thereof. In addition, the Swim Team will provide a high school swim coach with a

current certification acceptable to the City on deck at all times to oversee their Program participants and spectators.

3. Effective upon approval of this agreement, the Swim Team will pay a fee of \$4.94 per lane per hour as indicated above. If the City increases the user fees for the Pool, this lane fee will increase by the same percentage as the single admission fee is increased effective on the same date. Additional hours may be scheduled, subject to the availability of the facility. During the times the facility is not open to the public, the Swim Team will be required to use a minimum of two life guards and pay the current pool rental rate as described in Appendix A.
4. The Swim Team is not authorized to use the life station or front office area during practice times and is responsible for ensuring that non-participants, including parents, siblings, spectators and Swim Team members not swimming remain only on the East side bleacher area at least five feet from the pool edge.
5. The City will not provide sponsorship or supervisory personnel for events sponsored by the Swim Team. {See Appendix B for additional information.} The Swim Team will pay the cost of lifeguards and pool rental required for the event at the then current rate as described in Appendix A.
6. The Swim Team will maintain the daily attendance of each Swim Team swimmer. Attendance will identify the number of swimmers by day and time period. Daily attendance will be given to pool staff for their administrative use.
7. The Swim Team is authorized to use the City's instructional equipment for their program; the City is authorized to use the Swim Team's instructional equipment for lap swimmers and lesson participants.
8. The Swim Team will be responsible for ensuring participants take a cleansing shower before entering the pools {OAR 333-60-210}.
9. The Swim Team will reimburse the City for the cost of repair for any damage caused by Swim Team members to the facility other than normal wear and tear.
10. The Swim Team and its coaching staff, volunteers, employees, agents, participants and parents shall comply with all local, State and Federal laws, regulations and Ordinances that apply to the use of the pool facility as contemplated herein, as well as any safety rules and rules of conduct imposed by the City with respect to the use of the facility.
11. The Swim Team will defend, indemnify and hold City harmless for the activities of the Swim Team, its agents and its employees under this Agreement, including but not limited to, any liabilities, losses, damages, injunctions, suits, actions, fines, penalties, claims or demands of any kind or nature by or on behalf of any person, party or governmental authority arising out of or in connection with Swim Team's:
 - {i} failure to perform any of the agreements, terms, covenants or conditions of the Agreement;
 - {ii} negligent act or omission or other misconduct;
 - {iii} failure to comply with any applicable laws, rules or regulations; or,
 - {iv} any accident, injury or damage to third parties resulting from Swim Team's acts, errors or omissions.

Swim Team will provide the City with a Certificate of Insurance naming the City of La Grande and the Veterans' Memorial Pool as additional insureds in the minimum amount of \$1,000,000, with a stipulation that coverage will not be cancelled or diminished without the advanced written consent of the City. The Swim Team will

ensure that the pool is furnished a current copy of the policy without demand each renewal year.

12. This agreement will be effect will be in effect during the; ~~2020-21~~ 2021-22 high school swim season. Either party may cancel by giving written notice of such intent to the other party at least thirty (30) days in advance of the date of cancellation.

This agreement constitutes the entire agreement between the parties, integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiation or previous agreements between the parties with respect to all or any part of the subject matter hereof. No amendment, change, or modification of this agreement shall be valid, unless made in writing and signed by the parties hereto.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in their respective names by their duly authorized representatives, on the day and year set out above. Said execution having been heretofore first duly authorized in the accordance with law.

CITY OF LA GRANDE

Robert A. Strobe
City Manager

Darren Goodman
Athletic Director

ATTEST:

Sandra Patterson
City Recorder

APPENDIX A

VETERANS' MEMORIAL POOL RATE SCHEDULE

Pool Rental Rates:

<u>NUMBER OF USERS</u>	<u>RESIDENT</u>
1 -60	\$ 95.00 per hour
61 -125	\$110.00 per hour
126 - 260	\$125.00 per hour

Splash Park Fee (in addition to regular rental rates):

<u>RESIDENT</u>	<u>NON-RESIDENT</u>
\$30.00 per hour	\$40.00 per hour

Lifeguard costs are currently \$ 15.00 per hour per lifeguard; rate is subject to change, based on authorized pay increases approved by the City. Lifeguard costs are in addition to the pool rental rates. Two (2) lifeguards are required for the first 25 patrons and an additional lifeguard is required for each additional 25 patrons. **

** At the discretion of the Aquatics Superintendent, the number of swimmers allowed per lifeguard may be increased to 40 for organized groups such as the La Grande Swim Club or the High School Swim Team.

APPENDIX B

SWIM MEET GUIDELINES

In addition to the provisions in the Swim Team agreement, the following apply specifically to swim meets:

- a. For swim meets, Swim Team will pay the regular pool rental rates as shown in the then current Appendix A.
- b. Use of the small pool as a warm-up/cool down pool during swim meets, when requesting that the temperature be dropped, will be billed at the rate of \$150 per event to cover the cost of Staff time, reheating and chemicals.
- c. Swim Team will be responsible for the cost of any additional charges for garbage collection during swim meets. The City will provide 3 large trash cans outside the Southeast exit for Swim Team's use. Any excess garbage beyond those filled cans will be the Swim Team's responsibility to remove or pay the costs for the City to remove the excess garbage.
- d. The Swim Team will be responsible for the following during swim meets as appropriate:
 - i. Set-up of racing lanes. If the Swim Team desires to use the lane lines, upon request, the City will remove the pool lane lines and put in the Swim Team's lines the night prior to the meet. Following the meet, the Swim Team will switch the lane lines back.
 - ii. Participant control of all in attendance, including but not limited to the Swim Team and its coaching staff, volunteers, employees, agents, and parents as well as all other participants, spectators, and attendees.
 - iii. Cleanup following the event. A checklist will be provided to the Swim Team with specific cleanup instructions prior to each meet.
- e. The Swim Team will be allowed use of one room for hospitality and the life station and will clean these areas at the end of the event.
- f. The Swim Team will reimburse the City for the cost of repair for any damage to the facility other than normal wear and tear.
- g. The bulkhead will be restricted to swim meet officials, lap counters, and pool staff. It will be barricaded and monitored by the hosting swim team. No transitioning will be allowed from one side of the pool to the other for swimmers or spectators. In the event of the senior recognition you may introduce one team of seniors at a time and can use the bulkhead for pictures and recognition. Once that team's seniors have been recognized, then they must exit from the bulkhead before the next team is introduced.

AGREEMENT

This Agreement, made this Third (3rd) day of November, 2021, between the City of La Grande, a Municipal Corporation of the State of Oregon, hereinafter referred to as the City; and the La Grande High School Swim Team, hereinafter referred to as the Swim Team.

WITNESSETH

Whereas, the Swim Team has expressed interest in using the Veterans' Memorial Pool for their activities; and

Whereas, the City desires to cooperate with the Swim Team in the making the facility available for their use;

NOW, THEREFORE, it is agreed that the Veterans' Memorial Pool will be made available to the Swim Team, effective upon execution of the agreement, under the following conditions:

1. The large lap pool will be open for Swim Team use, Monday through Friday, as follows:
 - a. From approximately the third week of November to the third week of February, the Swim Team shall have primary use of up to seven lanes from 5:30 - 7:30 am, Monday through Friday. The Swim Team will notify the City of the final number of lanes needed by December 15^h each season, which will become the basis for the fee. The eighth lane will be left open for other patrons wanting to use it.
 - b. The La Grande School District will be billed \$4.94 per lane per hour, based on the final number of lanes reserved for the Swim Team plus any additional costs incurred for extra lanes at the end of the season.
 - c. Availability is subject to pool closure for maintenance, repairs and holidays. Closures will be posted at the front entrance desk at least five days prior to scheduled closure. In the event of an emergency closure, the City will attempt to notify the Swim Team's designated point of contact prior to their next scheduled use. The Swim Team will not be charged for times when the pool is unavailable due to closure. The Swim Team is responsible for providing the Aquatics Superintendent with the current name and phone number of the designated point on contact.
 - d. The City will provide written notice to the Swim Team of permanent facility schedule changes that would affect the Swim Team's schedule. In the event the facility operating hours change, the Swim Team would be required to adjust their scheduled practice times accordingly. Should the Swim Team desire to maintain their current practice schedule that is outside the pool's operating hours, they would be required to pay the pool rental rate (See Appendix A for current rates) unless the facility is closed to all users.
2. The City will provide one qualified lifeguard on deck-during the times specified for use by the Swim Team. When the City and Swim Team are sharing the use of the pool and the total number of all swimmers using the pool exceeds 40, the Swim Team will pay the cost of an additional lifeguard at the then current rate. If the total number of swimmers exceeds 80, the Swim Team will pay for additional guards based on the number of swimmers at one guard for every additional 40 swimmers or portion thereof. In addition, the Swim Team will provide a high school swim coach with a

current certification acceptable to the City on deck at all times to oversee their Program participants and spectators.

3. Effective upon approval of this agreement, the Swim Team will pay a fee of \$4.94 per lane per hour as indicated above. If the City increases the user fees for the Pool, this lane fee will increase by the same percentage as the single admission fee is increased effective on the same date. Additional hours may be scheduled, subject to the availability of the facility. During the times the facility is not open to the public, the Swim Team will be required to use a minimum of two life guards and pay the current pool rental rate as described in Appendix A.
4. The Swim Team is not authorized to use the life station or front office area during practice times and is responsible for ensuring that non-participants, including parents, siblings, spectators and Swim Team members not swimming remain only on the East side bleacher area at least five feet from the pool edge.
5. The City will not provide sponsorship or supervisory personnel for events sponsored by the Swim Team. {See Appendix B for additional information.} The Swim Team will pay the cost of lifeguards and pool rental required for the event at the then current rate as described in Appendix A.
6. The Swim Team will maintain the daily attendance of each Swim Team swimmer. Attendance will identify the number of swimmers by day and time period. Daily attendance will be given to pool staff for their administrative use.
7. The Swim Team is authorized to use the City's instructional equipment for their program; the City is authorized to use the Swim Team's instructional equipment for lap swimmers and lesson participants.
8. The Swim Team will be responsible for ensuring participants take a cleansing shower before entering the pools {OAR 333-60-210}.
9. The Swim Team will reimburse the City for the cost of repair for any damage caused by Swim Team members to the facility other than normal wear and tear.
10. The Swim Team and its coaching staff, volunteers, employees, agents, participants and parents shall comply with all local, State and Federal laws, regulations and Ordinances that apply to the use of the pool facility as contemplated herein, as well as any safety rules and rules of conduct imposed by the City with respect to the use of the facility.
11. The Swim Team will defend, indemnify and hold City harmless for the activities of the Swim Team, its agents and its employees under this Agreement, including but not limited to, any liabilities, losses, damages, injunctions, suits, actions, fines, penalties, claims or demands of any kind or nature by or on behalf of any person, party or governmental authority arising out of or in connection with Swim Team's:
 - {i} failure to perform any of the agreements, terms, covenants or conditions of the Agreement;
 - {ii} negligent act or omission or other misconduct;
 - {iii} failure to comply with any applicable laws, rules or regulations; or,
 - {iv} any accident, injury or damage to third parties resulting from Swim Team's acts, errors or omissions.

Swim Team will provide the City with a Certificate of Insurance naming the City of La Grande and the Veterans' Memorial Pool as additional insureds in the minimum amount of \$1,000,000, with a stipulation that coverage will not be cancelled or diminished without the advanced written consent of the City. The Swim Team will

ensure that the pool is furnished a current copy of the policy without demand each renewal year.

12. This agreement will be effect will be in effect during the; 2021-22 high school swim season. Either party may cancel by giving written notice of such intent to the other party at least thirty (30) days in advance of the date of cancellation.

This agreement constitutes the entire agreement between the parties, integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiation or previous agreements between the parties with respect to all or any part of the subject matter hereof. No amendment, change, or modification of this agreement shall be valid, unless made in writing and signed by the parties hereto.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in their respective names by their duly authorized representatives, on the day and year set out above. Said execution having been heretofore first duly authorized in the accordance with law.

CITY OF LA GRANDE

Robert A. Strope
City Manager

Darren Goodman
Athletic Director

ATTEST:

Sandra Patterson
City Recorder

APPENDIX A

VETERANS' MEMORIAL POOL RATE SCHEDULE

Pool Rental Rates:

<u>NUMBER OF USERS</u>	<u>RESIDENT</u>
1 -60	\$ 95.00 per hour
61 -125	\$110.00 per hour
126 - 260	\$125.00 per hour

Splash Park Fee (in addition to regular rental rates):

<u>RESIDENT</u>	<u>NON-RESIDENT</u>
\$30.00 per hour	\$40.00 per hour

Lifeguard costs are currently \$ 15.00 per hour per lifeguard; rate is subject to change, based on authorized pay increases approved by the City. Lifeguard costs are in addition to the pool rental rates. Two (2) lifeguards are required for the first 25 patrons and an additional lifeguard is required for each additional 25 patrons. **

** At the discretion of the Aquatics Superintendent, the number of swimmers allowed per lifeguard may be increased to 40 for organized groups such as the La Grande Swim Club or the High School Swim Team.

APPENDIX B

SWIM MEET GUIDELINES

In addition to the provisions in the Swim Team agreement, the following apply specifically to swim meets:

- a. For swim meets, Swim Team will pay the regular pool rental rates as shown in the then current Appendix A.
- b. Use of the small pool as a warm-up/cool down pool during swim meets, when requesting that the temperature be dropped, will be billed at the rate of \$150 per event to cover the cost of Staff time, reheating and chemicals.
- c. Swim Team will be responsible for the cost of any additional charges for garbage collection during swim meets. The City will provide 3 large trash cans outside the Southeast exit for Swim Team's use. Any excess garbage beyond those filled cans will be the Swim Team's responsibility to remove or pay the costs for the City to remove the excess garbage.
- d. The Swim Team will be responsible for the following during swim meets as appropriate:
 - i. Set-up of racing lanes. If the Swim Team desires to use the lane lines, upon request, the City will remove the pool lane lines and put in the Swim Team's lines the night prior to the meet. Following the meet, the Swim Team will switch the lane lines back.
 - ii. Participant control of all in attendance, including but not limited to the Swim Team and its coaching staff, volunteers, employees, agents, and parents as well as all other participants, spectators, and attendees.
 - iii. Cleanup following the event. A checklist will be provided to the Swim Team with specific cleanup instructions prior to each meet.
- e. The Swim Team will be allowed use of one room for hospitality and the life station and will clean these areas at the end of the event.
- f. The Swim Team will reimburse the City for the cost of repair for any damage to the facility other than normal wear and tear.
- g. The bulkhead will be restricted to swim meet officials, lap counters, and pool staff. It will be barricaded and monitored by the hosting swim team. No transitioning will be allowed from one side of the pool to the other for swimmers or spectators. In the event of the senior recognition you may introduce one team of seniors at a time and can use the bulkhead for pictures and recognition. Once that teams' seniors have been recognized, then they must exit from the bulkhead before the next team is introduced.

CITY of LA GRANDE
COUNCIL ACTION FORM

Council Meeting Date: **November 3, 2021**

PRESENTER: Kyle Carpenter, Public Works Director

COUNCIL ACTION: CONSIDER AWARDING BID FOR SANITARY SEWER REHABILITATION

1. MAYOR: Request Staff Report
2. MAYOR: Request that Public Testimony be read into the Record
3. MAYOR: Invite Council Discussion
4. MAYOR: Entertain Motion

Suggested Motion: I move that we award the 2021/2022 Sanitary Sewer Rehabilitation Project to ***Planned and Engineered Construction, Inc.***, in the amount of **\$192,250.00**, as shown in the Bid Summary, and, further, that City Manager Strope be authorized to execute the contract documents for the bid for the 2021/2022 Sanitary Sewer Rehabilitation Project.

5. MAYOR: Invite Additional Council Discussion
6. MAYOR: Ask for the Vote

EXPLANATION: Public Works Staff continually reviews the conditions of sewer mainlines with a camera designed to travel inside the main lines, allowing staff to view the existing condition of sewer mains, some of which have been in use almost 100 years. Several locations are in need of major repair and we have found cured-in-place pipe the most cost effective and least disruptive method to recondition these lines to like new condition. The cured-in-place-pipe process installs a new pipe within the existing pipe and then reinstates the sewer services by cutting out the service line connections from within the new line. This process does not require excavation unless major problems develop. The City has 85 miles of sewer main lines and has reconditioned approximately 29 miles of main lines (4,310 feet in 2020) over the last 29 years with the cured-in-place pipe lining with great success. This Bid Award will allow staff to proceed with the execution of this project.

Staff advertised for competitive bids and received **three (3)** qualified bids, with the low base bid of \$ **192,250.00** from ***Planned and Engineered Construction, Inc.***, of ***Helena, Montana***. The main project will consist of installation of approximately 5,840 L.F. of 8-inch cured-in-place pipe and reinstatement of service lines. The amount budgeted for this work is \$300,000.

The City Manager recommends awarding the bid as presented by Staff.

Reviewed By: (Initial)

City Manager _____
 City Recorder _____
 Aquatics Division _____
 Building Department _____
 ED Department _____
 Finance _____
 Fire Department _____

Human Resources Dept _____
 Library _____
 Parks Department _____
 Planning Department _____
 Police Department _____
 Public Works Department _____

COUNCIL ACTION (Office Use Only)

- Motion Passed
 Motion Failed; _____
 Action Tabled: _____
 Vote: _____
- Resolution Passed # _____
 Effective Date: _____
- Ordinance Adopted # _____
 First Reading: _____
 Second Reading: _____
 Effective Date: _____

2021/2022
Sanitary Sewer Rehabilitation Project
Bid Opening: October 25, 2021 Time: 2:15 p.m.

				Planned and Engineered Construction, Inc.		Spartan Environmental Services, LLC		Michels Corporation			
NO	ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Mobilization/Demobilization (Not to exceed 7% of Total Bid)	All Req'd	L.S.	X X X	\$13,450.00	X X X	\$21,103.00	X X X	\$24,500.00	X X X	
2	Temporary Protection and Direction of Traffic/Project Safety (Not to exceed 3% of Total Bid)	All Req'd	L.S.	X X X	\$5,680.00	X X X	\$6,302.00	X X X	\$9,039.00	X X X	
3	8-Inch Diameter x 6 mm CIPP	5,840	L.F.	\$28.00	\$163,520.00	\$42.00	\$245,280.00	\$50.00	\$292,000.00		
4	Reinstate Service Lines	192	EA	\$50.00	\$9,600.00	\$150.00	\$28,800.00	\$151.00	\$28,992.00		
TOTAL BID					\$192,250.00		\$301,485.00		\$354,531.00		\$0.00

OUTSIDE OF ENVELOPE -

NAME, ADDRESS, CONTRACTORS #, PROJECT NAME	X	X	X	
1 - BID/BID SCHEDULE FILLED OUT IN FULL (NO BLANK SPACES)	X	X	X	
2 - BID BOND/CERTIFIED CHECK FOR 5%	X	X	X	
3 - PERFORMANCE/PAYMENT BOND STATEMENT	X	X	X	
4 - BIDDER'S CERTIFICATION STATEMENT AS REQUIRED BY ORS	X	X	X	
5 - LIST OF SUB CONTRACTORS	X	X	X	