

CITY of LA GRANDE
City Council Regular Session
Wednesday, December 7, 2022

Council Chambers
La Grande City Hall
1000 Adams Avenue

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 December 7, 2022, 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>.

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

- a. Call to Order
- b. Pledge of Allegiance
- c. Roll Call

- Per ORS 192.670(1), some Councilors may 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:** Approving Regular Session Minutes; November 2, 2022
- b. **Consider:** Authorizing Agreements Between City and La Grande Swim Club; City and La Grande High School Swim Team; City and Grande Ronde Hospital: Veterans Memorial Pool [Spence]
- c. **Consider:** Authorizing Agreement Between City and Oregon Department of Transportation [Strope]
- d. **Consider:** Approving OLCC Liquor License; Side A Brewing, LLC [Bell]

4. PUBLIC COMMENTS

Those individuals who wish to address the Council in connection with any item which is printed on tonight's Agenda may do so during the time that item is under discussion by the Council. Individuals wishing to speak to the Council about non-Agenda items may do so during this Public Comments portion of the Agenda. Please print your name and address on the Public Comments Sign-in Sheet, located on the podium. When addressing the Council, speak loudly and clearly into the Podium microphone, and state your name. Persons interested in providing virtual public comments shall contact City Staff at sstockhoff@cityoflagrande.org or by calling the City Recorder at (541) 962-1309 not later than 5:00 pm the day prior to meeting to make arrangements. In the event the Mayor does not announce a time limit for comments, each speaker is asked to confine their comments to three minutes in length, whether the comments are in-person or virtual.

5. PUBLIC HEARINGS

- a. **Consider:** Ordinance; First Reading: Regulating Camping on Public Property/Prohibiting Camping in Areas [Strope]
- b. **Consider:** Ordinance; First Reading: Renewing Avista Utilities Franchise Agreement [Strope]

6. UNFINISHED BUSINESS

7. NEW BUSINESS

- a. **Consider:** Resolution; Adjusting Transient Room Tax Allocation [Strope]
- b. **Consider:** Approving Funding for Consulting Work to Evaluate Current Opioid Related Programs and Needs [Strope]
- c. **Consider:** Amending City Manager's Employment Agreement [Clements]
- d. **Consider:** Appointing Citizen to Parking, Traffic Safety and Street Maintenance Advisory Commission [Clements]

8. UNION COUNTY COMMISSIONER'S UPDATE

9. STAFF COMMENTS

10. CITY MANAGER COMMENTS

11. CITY COUNCIL COMMENTS

12. ADJOURN

Stacey M. Stockhoff
Acting City Recorder

The City Council is currently scheduled to meet again in a Regular Session on Wednesday, January 4, 2023 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: December 7, 2022

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:** Approving Regular Session Minutes; *November 2, 2022*
- b. **Consider:** Authorizing Agreements Between City and La Grande Swim Club; City and La Grande High School Swim Team; City and Grande Ronde Hospital: Veterans Memorial Pool
- c. **Consider:** Authorizing Agreement Between City and Oregon Department of Transportation
- d. **Consider:** Approving OLCC Liquor License; Side A Brewing, LLC

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
November 2, 2022

Council Chambers
La Grande City Hall
1000 Adams Avenue

MINUTES

COUNCILORS PRESENT:

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*

COUNCILORS ABSENT EXCUSED:

STAFF PRESENT

Robert Strope, *City Manager*
Kayla Brainerd, *Assistant to the City Manager*
Stacey Stockhoff, *Acting City Recorder*
Dustin Alam, *Firefighter / Paramedic*
Gary Bell, *Police Chief*
Michael Boquist, *Community Development Director*
Carrie Bushman, *Library Director*
Kyle Carpenter, *Public Works Director*
Emmitt Cornford, *Fire Chief*
Merle Laci, *Fire Captain*
Stu Spence, *Parks & Rec Director*

Per ORS 192.670(1), some members of the public participated in this Regular Session by electronic communication.

**CALL TO ORDER/PLEDGE OF ALLEGIANCE/
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:** Approving Regular Session Minutes; *October 5, 2022*
- b. **Consider:** Authorizing City Manager to Sign Lease Agreement Renewal; *Sac Annex Parking Lot, 2022 to 2027*

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

MOTION

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

VOTE

MSC: 7-0 (Yes: CLEMENTS, LILLARD, BOZARTH, GLABE, HOWARD, MIESNER, and ROCK; No: None)

PUBLIC COMMENTS

Dustin ALAM, La Grande Firefighter's Union, Local No. 924 President, read a letter to the Council which asked them to reconsider allocating 5% of the American Rescue Plan Act (ARPA) funds towards a new brush truck for the Fire Department. He noted how the Fire Department worked all through COVID, dealt with constant changes on how they were able to provide care, and were threatened with losing their jobs.

Mayor CLEMENTS asked ALAM to leave a copy of his letter with the Council and thanked him for bringing needs of the Fire Department to the City Council. Mayor CLEMENTS noted that while he would not be on the Council next year, he hoped the future Council would look at the long-term needs of the Fire Department at their retreat.

PUBLIC HEARINGS

- a. **Consider:** Appealing Planning Commission Decision; *Conditional Use Permit, File # 01-PCA-22 and # 11-CUP-22*

RULES OF ORDER

Mayor CLEMENTS announced that the Public Hearing was open at 6:10 p.m. and asked Acting City Recorder STOCKHOFF to read the Rules of Order in their entirety.

DECLARATIONS

Mayor CLEMENTS and MIESNER stated they drove by the applicant's property to evaluate the situation.

CHALLENGES

None

STAFF REPORT

Mayor CLEMENTS requested the Staff Report.

Michael BOQUIST, *Community Development Director*

BOQUIST stated the appellant was appealing the Planning Commission decision, denying Conditional Use Permit application, File Number 11-CUP-22, to expand an existing Conditional Use Permit, File Number 08-CUP-21. Such expansion would add a second Bed and Breakfast Inn (BnB) on the owner's property.

BOQUIST noted in July, 2021, the property owner received approval of their first BnB Conditional Use Permit from the Planning Commission to rent the main dwelling (a one-bedroom home). In August, 2022, the property owner submitted a Conditional Use Permit request to expand the BnB business on the property to operate a second one-bedroom BnB rental unit. If approved, the owner would improve the rear of the detached garage and the upper floor to establish the second BnB unit.

BOQUIST explained during the September, 2022, Planning Commission Public Hearing, the Commission heard testimony from the adjacent neighbor to the East, in opposition to the BnB. The neighbor cited privacy, safety and other neighborhood conflicts that they were experiencing with the existing BnB on this property and one located directly across Y Avenue. The neighbor stated such impacts were anticipated to increase as a result of approving a second BnB on the applicant's property. In addition to the neighbor's written and oral testimony at the Public Hearing, the Planning Commission received testimony in support of the proposed BnB expansion from other residents in the neighborhood. Such supporting testimony included oral testimony, letters in support, and a signed petition submitted by the applicant's legal counsel.

BOQUIST stated, based on the evidence and testimony received, the Planning Commission denied the Conditional Use Permit upon finding that adding a second BnB on the applicant's property would result in significant adverse impacts on the livability and use of the neighbor's property. The Planning Commission's Decision Order, along with the evidence presented during the September 13, 2022, Public Hearing were included with the Draft Decision Order for the City Council's reference.

BOQUIST confirmed the appellant was appealing the Planning Commission's decision *"on the grounds that the findings of fact set out in the Decision Order are not supported by substantial evidence in the record and do not properly address the applicable criteria set out in Land Development Code Ordinance Section 8.5.003."*

BOQUIST stated the City Council had the following options:

1. Affirm (uphold) the Planning Commission decision (Suggested Motion 1).
2. Reverse the Planning Commission decision. (Suggested Motion 2).
3. Remand the decision back to the Planning Commission.
4. Modify the Planning Commission decision.

It was Staff's opinion, that the Planning Commission decision was justified. It was based on existing conflicts experienced by the adjacent property owner that were anticipated to increase, and which the Planning Commission deemed as significant adverse impacts. Based on this, Staff recommended that the City Council affirm (uphold) the Planning Commission's decision.

LILLARD asked if a De Novo Hearing could include new evidence, to which BOQUIST stated it could.

Mayor CLEMENTS asked for clarification from BOQUIST that a similar BnB application was denied in January, 2022, and the only difference was more neighbors objected to that application to which BOQUIST confirmed that was correct.

BOZARTH questioned BOQUIST's statement of the adverse effects on the neighborhood with the number of signatures that were collected on the petition from residents in the neighborhood, to which BOQUIST reminded the Council it was up to them to consider if there would be adverse effects on the neighborhood and to weigh the information regarding what the potential signer of the petition was given at the time they signed.

Mayor CLEMENTS commented all of the people that testified in favor of this application showed a form of active engagement, to which BOQUIST noted, of the people that testified in favor, none of them were directly impacted by the BnB. That had an influence on the Planning Commission's decision to deny the application.

HOWARD expressed the need to proceed with caution in regards to assigning legitimacy or some scale of legitimacy to one's level of engagement in the civic process in regards to the residents that signed the petition. She felt every signature on that petition had credibility and value, to which BOQUIST agreed that the signatures did have value and they were considered. HOWARD commented it seemed that they were relegated because they were not there in person and she would hate to put that burden on the City, to which BOQUIST stated that may have just been his interpretation of it. Regardless, the Planning Commission felt the criteria, which included no significant adverse effect on a neighbor or the neighborhood, was not met; therefore, the application was denied.

Mayor CLEMENTS noted the subjective nature of this appeal. There was no scale to measure what a significant adverse effect was. He asked if that was part of the dilemma the Planning Commission was having, to which BOQUIST stated that was part of the dilemma and that was part of the job the Council had in deciding on this matter given the testimony and evidence that was presented to them.

LILLARD asked if the Planning Commission listed what they felt were adverse impacts, to which BOQUIST confirmed they did and that was in the decision order. The Planning Commission was not able to arrive at a favorable outcome because of the significant adverse impacts.

MIESNER asked when the Planning Commission Meeting was held when this application was first denied, to which **BOQUIST** stated September, 2022.

In response to **MIESNER's** question, **BOQUIST** noted this application would not have been subject to the moratorium.

Mayor CLEMENTS asked out of the three (3) criteria, when approving a BnB, two (2) of them had been met and the third criteria had two (2) parts: adverse effects on an abutting property and adverse effects on the neighborhood. He felt, based on the number of neighbors in support of the BnB, that adverse effects on the neighborhood was not an issue so the Council should only be basing their decision on if it adversely effected the abutting property, to which **BOQUIST** disagreed stating the Planning Commission found the BnB application had a significant adverse effect both on the abutting property and on the neighborhood.

Mayor CLEMENTS commented there were approximately thirty-three (33) properties in the neighborhood and out of the thirty-three (33) properties, only three (3) were BnBs, which was only ten (10) percent of the neighborhood.

BOQUIST asked the Council to listen to testimony from the citizens that were present before drawing a conclusion because the individuals that live next to BnBs felt differently.

Mayor CLEMENTS stated he realized he should had made a declaration since he had exchanged emails with **Bill RILEY** previously, and asked if he could still vote on the appeal, to which **STROPE** asked **Mayor CLEMENTS** if the emails were related to the appeal and noted the procedural steps that would need to take place in order for **Mayor CLEMENTS** to continue with the process. **Mayor Clements** then decided he would recuse himself from the matter and turned the proceedings for the Public Hearing over to **Mayor Pro Tem LILLARD** at 6:32 p.m.

MIESNER asked if the parking situation was going to be discussed, to which **BOQUIST** stated that issue had been resolved. The applicant had revised their application to create a new parking space.

PUBLIC TESTIMONY

Bill RILEY spoke in favor of upholding the Planning Commission decision. He stated he lived adjacent to the BnB property and he expressed his frustration with BnBs. He felt it was too extreme to surround one property with three (3) BnB's next door and that the accusations the appellant made against him should not be rewarded. He stated the constant stress of worrying about strangers around his grandchildren was hazardous to his health. **RILEY** handed a copy of the letter he wrote for testimony to

Mayor Pro Tem LILLARD; a copy of which is now a permanent document in the master file for this Regular Session and by this reference incorporated herewith as if fully set forth.

Robin JOHNSON spoke in favor of overturning the appeal. She mentioned she lived across the street from the BnB and had not noticed an adverse effect in the neighborhood due to the approval of BnBs nearby. She noted the BnB property was well kept and felt it added value to their neighborhood.

Roxie OGILVIE, Planning Commission Member, spoke neutral of the appeal. She explained how she previously received a postcard in the mail notifying her of a potential BnB in her neighborhood. To understand what all a BnB moving into her neighborhood meant, she had to get a copy of the application from the Planning Department. She felt that when presenting a petition, if the person signing had not reviewed all the information, they were relying on the information they were presented with and wondered if they had enough details for them to fully understand what they were signing.

BOZARTH commented that a majority of the people who signed the petition were in favor. Since there were other BnBs in the neighborhood already, they would most likely understand what adverse impacts, if any, it would have on the neighborhood, to which OGILVIE stated she was not questioning the petition signers, but was also thinking of how the permit travels with the property, not the property owner. If someone were to buy that property in the future, they could change how the BnB was being operated.

Dustin ROSE, who participated in this Regular Session by electronic communication, spoke in favor of overturning the appeal. He stated he was the son of the BnB owner, Kimberly Rose. He addressed how he presented information when asking for signatures on the petition and also asked for any concerns the signers might have had. He noted only two (2) people refused to sign the petition. One was the Chief of Police for obvious reasons and the other was a guy that lived in very well-known drug house a block and a half away. He also stated he attempted to address RILEY's concerns as much as possible.

Kimberly ROSE, owner of the BnB, also spoke in favor of overturning the appeal. ROSE started operating short-term rentals because of the restriction's property owners had when evicting long-term tenants. Short-term guests could be escorted off private property for not following house rules. She noted how she intended to keep her neighborhood safe by only allowing guests with five-star ratings. She declared that her son, Dustin, contacted Bill RILEY before the BnB application was submitted. She

claimed Planning Commission Member, Anne MORRISON, visited the property and spoke with RILEY before the meeting in September. ROSE questioned if MORRISON should have recused herself from voting since she was on the Planning Commission at the same time as RILEY.

Bill RILEY offered a rebuttal, claiming the process of the appeal had shifted from the impacts of the BnB on him and the neighborhood and was turned into an attack on his character. He stated ninety percent of what Kimberly ROSE said was untrue. He addressed the date at which the application was submitted versus the date he was approached by Dustin ROSE to discuss adding a second BnB to their property.

Anne MORRISON, Planning Commission Member, spoke in rebuttal to allegations made by Kimberly ROSE. She stated she never served on the Planning Commission at the same time as Bill RILEY.

COUNCIL DISCUSSION

STROPE explained to the Council that while many public comments had been made, the decision before them, was to decide whether or not to uphold the decision the Planning Commission made or overturn it. Upholding the decision would be adopting their facts and findings and adding their own, if any. Overturning the decision, the Council would need to state findings of fact that show the BnB does not adversely effect the abutting property and the neighborhood.

Mayor Pro Tem LILLARD thanked STROPE for the clarification and noted his concern that this situation seemed to be a divisive neighborhood issue, but claimed the Council was well advised to keep focus on the specifics of the hearing.

HOWARD expressed she did not like the subjective nature of this hearing and when looking at the two critical points, she was not convinced there was an adverse effect on the neighborhood and the signature sheet did not reflect that. When addressing how it could adversely effect the neighbor, the issue of privacy gets more subjective, which makes it more difficult to unpack. She stated she did not find safety to be an issue and did not agree with the claim that overturning the Planning Commission's decision would be handing over the City to BnBs. Based on her findings, there was not enough evidence to uphold the Planning Commission's decision.

Mayor Pro Tem LILLARD stated he was inclined to agree with HOWARD's statement, but voiced his concern on the privacy aspect. From the photos provided, a short-term guest could easily see onto RILEY's property from the second story window. He noted there were probably many

residents in La Grande in a similar situation, but it did appear to be an issue.

GLABE asked Mayor Pro Tem LILLARD if he would be willing to approve the operation of the BnB if the second story window overlooking RILEY's property was removed, to which Mayor Pro Tem LILLARD stated he did not know if the Council was looking at making that kind of decision, but he supposed they could include some conditions with their decision.

GLABE stated he also agreed with the points that HOWARD made. Due to the lack of standards in place, there was not any evidence that the BnB would adversely effect the neighborhood. Whether it effected the neighbor or not, was very subjective and due to the subjective standard, he was not sure he would vote to uphold the Planning Commission's decision.

MIESNER commented that she had a neighbor with windows that overlooked her yard, which there was nothing she could do about that.

Mayor Pro Tem LILLARD stated he was not comfortable with attaching conditions to any decision the Council made.

GLABE asked if there were standards concerning privacy, when an application for a new home build gets submitted or if those standards only applied to short-term rentals, to which BOQUIST explained there was an approval process for short-term rentals, but a privately-owned single-family home was permitted outright and there were no such requirements.

GLABE stated if privacy was the standard and a single-family home would get permitted outright, regardless of window placement, he worried upholding the denial of the BnB would be a double standard.

ROCK noted he agreed with HOWARD's and GLABE's statements. He added that once the BnB codes get updated, it would be clearer on how to address these types of situations.

Mayor Pro Tem LILLARD closed the Public Hearing at 7:13 p.m. and entertained a Motion:

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

MOTION

MOTION: I move that the Finding of Fact and Conclusions set forth in the Draft Decision Order be amended and that the Planning Commission Decision be reversed, resulting in the Conditional Use Permit be approved.

COUNCIL DISCUSSION

Mayor Pro Tem LILLARD commented that he appreciated everyone's energy and participation during the process.

VOTE

MSC: 6-0-1 (Yes: LILLARD, BOZARTH, GLABE, HOWARD, MIESNER, and ROCK; No: None; Abstained: CLEMENTS)

At 7:14 p.m., Mayor CLEMENTS resumed presiding over the meeting.

UNFINISHED BUSINESS

None

NEW BUSINESS

- a. **Consider:** Awarding Bid for Sanitary Sewer Rehabilitation

STAFF REPORT

Mayor CLEMENTS requested the Staff Report.

Kyle CARPENTER, *Public Works Director*

CARPENTER stated Public Works Staff continually reviewed 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 for over 100 years. Several locations need major repair and staff found cured-in-place pipe (CIPP) the most cost effective and least disruptive method to recondition those lines to like-new condition. The cured-in-place-pipe process would include installing a new pipe within the existing pipe and then reinstating 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 eighty-five (85) miles of sewer main lines and had reconditioned approximately thirty (30) miles of main lines (5,840 feet in 2021) over the last thirty (30) years with the cured-in-place pipe lining with great success. This Bid Award would allow staff to proceed with the execution of this project.

CARPENTER mentioned staff advertised for competitive bids and received five (5) qualified bids, with the low bid of \$488,850, from *Planned and Engineered Construction, Inc.*, of Helena, Montana. The project would consist of installation of approximately 2,625 L.F. of 27-inch cured-in-place pipe, 995 L.F. of 8-inch cured-in-place pipe, and reinstatement of service lines. The amount budgeted for this work was \$500,000.

Mayor CLEMENTS commented he liked those types of projects because there was not any impact on the road. He asked if a majority of the sewer lines had been rehabilitated, to which CARPENTER noted sewer rehabilitation has been happening for thirty (30) years. On average, a mile a year

gets rehabilitated and so far, the City had completed about thirty-five (35) percent.

PUBLIC COMMENTS

None

COUNCIL DISCUSSION

None

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

MOTION

MOTION: I move that we award the 2022/2023 Sanitary Sewer Rehabilitation Project to Planned and Engineered Construction, Inc., in the amount of \$488,850, as shown in the Bid Summary, and, further, that City Manager Strope be authorized to execute the contract documents for the bid for the Project.

COUNCIL DISCUSSION

None

VOTE

MSC: 7-0 (Yes: CLEMENTS, LILLARD, BOZARTH, GLABE, HOWARD, MIESNER, and ROCK; No: None)

- b. **Consider:** Authorizing City Manager to Finalize and Sign Transport Agreement; *Life Flight and Fire Department*

STAFF REPORT

Mayor CLEMENTS requested the Staff Report.

Emmitt CORNFORD, *Fire Chief*

Chief CORNFORD stated that the La Grande Fire Department provided transport services from Grande Ronde Hospital to Life Flight aircraft at the Union County Airport approximately 160-180 times per year. Currently the Fire Department staffs these transports at all times with two (2) Firefighter/EMT's. Crews were required to write a Patient Care Report (PCR) to allow for billing of the transport. The proposed draft agreement would provide the opportunity for Life Flight to lease a City ambulance at a fixed rate for these transports. This allowed for flexibility to staff the transports with one (1) or two (2) Firefighter/EMT's, or an EMT casual, depending on available staff and patient needs. In addition, City staff would not be responsible for the PCR, which was a considerable time saver. With the increasing number of emergency calls being answered by La Grande Fire, this flexibility would result in more City staff available to respond to emergencies. Life Flight staff was responsible for patient care during those transports. In addition to the response advantages, a small decrease in overtime would occur, less time spent billing for transports, and a consistent revenue amount as compared to our current system. Staff was still working with Life Flight and CIS on some final language which would be resolved prior to the agreement being finalized.

PUBLIC COMMENTS

None

COUNCIL DISCUSSION

None

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

MOTION

MOTION: I move that the City Manager be authorized to finalize and sign the Agreement between Life Flight and the City of La Grande Fire Department, as presented.

COUNCIL DISCUSSION

None

VOTE

MSC: 7-0 (Yes: CLEMENTS, LILLARD, BOZARTH, GLABE, HOWARD, MIESNER, and ROCK; No: None)

c. Consider: Establishing Prioritized ARPA Roadway Project List

STAFF REPORT

Mayor CLEMENTS requested the Staff Report.

Kyle CARPENTER, *Public Works Director*

CARPENTER noted that the City of La Grande received \$3,023,872 from the American Rescue Plan Act (ARPA) and elected the “standard allowance,” which allowed the City to consider the full amount as “Revenue Loss” and funds could be used for any governmental purpose. All ARPA funds must be obligated not later than December 31, 2024, and expended by December 31, 2026.

CARPENTER mentioned the City Council held a Work Session on June 13, 2022, to review project proposals identified by City staff and tentatively prioritized the projects. The City Council directed City staff to schedule a Virtual Town Hall/Work Session to be held on September 14, 2022, to receive additional public input from the community regarding the proposed projects.

CARPENTER stated at the September 14, 2022, Virtual Town Hall/Work Session, the Department Directors again, presented the proposed projects and responded to questions from the City Council. During the Work Session, City Council reviewed public comments received prior to the Work Session, comments submitted online during the Work Session, and heard public comments from those in attendance, to assist in reaching consensus on the final priority ranking. The City Council added projects submitted by the public to those presented by City staff prior to their discussions regarding funding allocations.

CARPENTER explained that during the October 5, 2022, Regular Session of the City Council, the final allocation of the ARPA funds was established as follows: \$2,773,872 to

be used toward various Street Projects, with 16th and 12th Streets identified as top priorities, and up to \$250,000 of gap funding for water and sewer improvements at the Union County Fairgrounds, contingent upon the outcome of funding requests submitted by the Union County Fair Board to outside sources. This allocation was adopted via Resolution, necessitating a Council action item to establish the priority order for funding and completion of the proposed street projects.

CARPENTER presented a prioritized project list that utilized input from City Council and the public, as well as workload projections to propose a project completion order to the City Council for consideration. As the funding level and project budgets were comparable in amount, it was anticipated that all projects would be completed over the course of three (3) budget years. The proposed projects had been placed in a sequence that would allow for staff to take advantage of completing like work at the same time while also allowing for the work to be completed simultaneously with regularly scheduled roadway construction and maintenance work. By design, the project list exceeded the funding amount currently designated for street projects. If actual project costs result in insufficient funds to complete all of the projects, the projects at the end of the list may not be completed. As part of the annual budget process, updated estimated projects costs will be provided to assure all the ARPA funds are budgeted, obligated, and expended prior to the deadline with any required final adjustments occurring to the FY 2024-2025 projects. If any funds are projected to remain after completion of the attached prioritized list, new project(s) will be presented to the City Council for consideration.

BOZARTH asked if Sixth (6th) Street would be completed in the next fiscal year, to which CARPENTER stated yes. BOZARTH commented he hoped the project would be completed at least by August, 2023, since college classes would start in September, 2023. CARPENTER explained that each of the street projects would go through a design process, where timing would be discussed. When looking at the 2023-2024 fiscal year, the Sixth (6th) Street project could start around July 5, 2023.

Mayor CLEMENTS asked if the first six (6) projects on the list would be completed this fiscal year, to which CARPENTER confirmed that was the plan. The process had already begun on Sixteenth (16th) Street, with just a few items left to complete on that project. Some of the other Grind and Inlay projects would be subbed out.

LILLARD asked if the chip seal on Sixteenth (16th) Street would cover curb to curb, to which CARPENTER explained the intention was to do some spot repairs and take out

some of the rough edges. When it comes time to chip seal, it would cover curb to curb, creating a smooth surface.

In response to LILLARD's comment regarding safety concerns on Sixteenth (16th) Street, CARPENTER stated Public Works had widened the roadway from its original paved surface, three (3) feet on each side, in the area where the hit and run accident recently occurred.

PUBLIC COMMENTS

Roxie OGILVIE asked if the speed bump on Division Street, which was the only method on that street to control speed, would remain in place or be removed during the repair project for Division Street, to which CARPENTER claimed since there was also a speed bump on Twelfth (12th) Street, this question would need to be addressed during the design process. City staff would most likely approach the Parking, Traffic Safety and Street Maintenance Advisory Commission to gather their thoughts on removing or retaining the speed bump on both streets. This process would involve some local outreach as well. Depending on the opinions and outcome from the outreach regarding the speed bump on Twelfth (12th) Street, because that project starts first, would most likely determine the outcome of the speed bump on Division.

COUNCIL DISCUSSION

None

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

MOTION

MOTION: I move that the proposed prioritized list of roadway projects be approved for funding with the City's American Rescue Plan Act (ARPA) allocation.

COUNCIL DISCUSSION

None

VOTE

MSC: 7-0 (Yes: CLEMENTS, LILLARD, BOZARTH, GLABE, HOWARD, MIESNER, and ROCK; No: None

d. **Consider:** Approving Measure 110 Letter

STAFF REPORT

Mayor CLEMENTS requested the Staff Report.

Gary BELL, *Police Chief*

BELL stated that at the October Regular Session of the City Council, the Mayor shared a letter from the City of Ontario regarding the adverse impacts of Measure 110. Following Council discussion and remarks from Police Chief Bell, the City Council reached consensus on drafting a similar letter from the City of La Grande, regarding the failure of Measure 110. The proposed draft letter was prepared by the Mayor with input from Chief Bell and would be sent to Oregon

Governor Kate Brown, Gubernatorial candidates Christine Drazan, Betsy Johnson, and Tina Kotek, Representative Bobby Levy and Senator Bill Hansell, if approved.

Mayor CLEMENTS commented that he had drafted the original proposed letter, but the language was a little harsh. Councilor GLABE submitted a different draft of the letter to be considered for Council approval, which in Mayor CLEMENTS' opinion, was well written and professional.

Mayor CLEMENTS asked if the letter would be strengthened by adding some statistics from the Police Department, to which BELL stated Councilor GLABE had asked for some local statistics on Calls for Service from 2020 before Measure 110 passed and during 2021 through this calendar year, specifically, when it comes to the overdose data.

MIESNER commented that including some of the data might enhance the letter.

Mayor CLEMENTS suggested adding some of the data to GLABE's version of the letter and addressing it, not only to the current Governor, but to the incoming Governor as well. He would also like to address Representative Bobby Levy and Senator Bill Hansell. He noted his original letter included all of the Council's signatures and would like to see that added to the revised version of the letter.

At GLABE's request, BELL provided data on the number of total Calls for Service for the La Grande Police Department and the 9-1-1 Center from 2020 – September 2022.

In response to BOZARTH's question, BELL noted he could not provide the exact number of calls that were drug related. Since Measure 110 passed, drug related crimes were not considered criminal activity, and data on them was no longer collected.

BELL shared that overdose related Calls for Service that have come through the 9-1-1 Center had increased three-hundred and fifty (350) percent from 2020 – 2021. Based on the number of calls between January 2022 – September 2022, if the trajectory remained the same, they were on pace to increase by five hundred and ten (510) percent since 2020.

Mayor CLEMENTS commented those statistics alone, should be added to the draft letter.

HOWARD stated she appreciated GLABE's revision of the letter and supported the suggestion to add some data to the letter.

PUBLIC COMMENTS

Dustin ALAM stated since Measure 110 was implemented, he had personally given more doses of Narcan than all of the previous years combined. He also noted the amount of Narcan being given to a patient had increased significantly.

STROPE suggested the Council ask ALAM for a quote to put within the body of the letter, that speaks directly to the issue and could be a strong reinforcement of the message.

COUNCIL DISCUSSION

A brief Council discussion took place regarding edits to the draft letter.

The following Motion was introduced by CLEMENTS; ROCK providing the Second:

MOTION

MOTION: I move that the revised letter from the City of La Grande regarding Measure 110 be approved and signed by the Mayor and Councilors as discussed.

COUNCIL DISCUSSION

None

VOTE

MSC: 7-0 (Yes: CLEMENTS, LILLARD, BOZARTH, GLABE, HOWARD, MIESNER, and ROCK; No: None)

UNION COUNTY COMMISSIONER UPDATE

Commissioner Matt SCARFO applauded the Councilor's on drafting a letter regarding Measure 110. He noted that in 2020, forty (40) percent of Union County residents voted for Measure 110, but he thinks that number would change drastically if it were to be put back on the ballot. He provided some updates on the current election. As of November 2, 2022, approximately twenty-seven (27) percent of ballots had been accepted county-wide. He mentioned if anybody had any questions regarding ballot measures to call the Clerk's Office at 541-963-1001.

He stated that at the Commission Meeting earlier that day, the La Grande Master Plan was accepted and he thanked SPENCE and the Parks and Recreation Advisory Commission for all of their hard work. He also explained the thinning project at MERA had been halted due to soft grounds and the residents were encouraged to stay out of the area to avoid harm or getting locked in.

STAFF COMMENTS

None

CITY MANAGER COMMENTS

STROPE added some context to what SCARFO had mentioned earlier regarding the current Psilocybin Measure that was on the ballot.

STROPE addressed the earlier comments made by ALAM, noting he understood the frustration with the call volume, but he felt compelled to say the decision on whether staff was required to be vaccinated or not, did not rest with the City Council. That was a State mandate the City was required to impose. He also noted how the City had invested

in the Fire Department in the past, and the assertion that they had not was misleading.

STROPE stated he intended to draw up a letter on behalf of the City, indicating two-hundred fifty thousand dollars (\$250,000) worth of financial support for the Union County Fairgrounds. Once the final details come in from Anderson Perry and Associates, timing of funding and what that would look like would be discussed. He noted it would be his intent to include one-hundred nineteen thousand (\$119,000) of Transient Room Tax (TRT) funds to support the Fairgrounds into next year's budget. The waiver of fees would need to be addressed. Doing it that way, would free up ARPA funds, which would result in a few more street projects getting taken care of.

GLABE asked if the financial support would include the TRT as well as the waiver of funds, to which STROPE stated that was his intent.

Mayor CLEMENTS asked if the Council should vote on allocating those funds, to which STROPE noted the immediacy of it was the letter of support stating the two-hundred and fifty thousand (\$250,000) in funding in order to leverage the million dollars from the State. The formal action of the waiver fees will be brought back to the Council.

CITY COUNCIL COMMENTS

MIESNER expressed that the Downtown Halloween Trick-or-Treat event was very successful. ROCK added that he felt the event was a great deal for the kids and thought La Grande Main Street deserved a big thank you.

Mayor CLEMENTS noted that Councilor HOWARD, Wally Waller, Mrs. Clements, and himself volunteered at Geri Montgomery's house to clean the dirt and dust build up on her windows caused by the construction project happening across the street from her home and added that this issue had been mitigated, at least at her house.

Mayor CLEMENTS mentioned he met with a World War II Veteran on Monday, October 31, 2022, and shared his encounter with the Council (editorial note: The gentleman's name was Hugh McNaughton). McNaughton had returned to visit the La Grande area and wanted to discuss his life, military service, and remembrances of La Grande with Mayor CLEMENTS. Naughton was also interviewed by Dick Mason and will be featured in The Observer as the Veteran's Day Veteran.

Mayor CLEMENTS brought up an email he had sent out in regards to the Oregon Mayor's Association looking for support regarding a budget package that the Association was requesting from legislature for homelessness. A discussion was held regarding if the Council would support

the idea of Mayor CLEMENTS writing up a letter to support the initiative, to which the Council gave consensus to Mayor CLEMENTS to respond.

Mayor CLEMENTS addressed the recent editorials in The Observer regarding the Urban Renewal District. He listed many of the buildings and businesses located within the Urban Renewal District and stated lots of money goes into the Urban Renewal District on an annual basis. The process was very transparent, with all meetings and work sessions open to the public. The budget was publicly available as well. He noted he was on the Council in the nineties when that plan was adopted and the plan was not finalized with a sunset date. The plan was finalized to include sunset based on indebtedness depending on how much was spent in the District. Mayor CLEMENTS stated there was nothing illegal going on in the Urban Renewal District.

BOZARTH suggested holding an open meeting where anyone who was concerned could attend and ask questions, to which STROPE commented they planned on having a meeting with Urban Renewal Consultant, Elaine Howard, next Spring.

There being no further business to come before this Regular Session of the Council, Mayor CLEMENTS adjourned the meeting at 8:06 p.m. The Council is scheduled to meet again in Regular Session on Wednesday, December 7, 2022, at 6:00 p.m., in the Council Chambers of City Hall, 1000 Adams Avenue, La Grande, Oregon.

Kayla A. Brainerd
Assistant to the City Manager

Stephen E. Clements
Mayor

APPROVED: _____

CITY of LA GRANDE
COUNCIL ACTION FORM

Council Meeting Date: December 7, 2022

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

COUNCIL ACTION: **CONSIDER AUTHORIZING AGREEMENTS BETWEEN THE CITY AND THE LA GRANDE SWIM CLUB; THE LA GRANDE HIGH SCHOOL SWIM TEAM; AND GRANDE RONDE HOSPITAL FOR THE USE OF VETERANS' MEMORIAL POOL**

- 1. MAYOR: Request Staff Report
- 2. MAYOR: Invite Public Comments
- 3. MAYOR: Invite Council Discussion
- 4. MAYOR: Entertain Motion

Suggested Motion: I move that we authorize the City Manager to sign the agreements between the City of La Grande and the La Grande Swim Club, La Grande High School Swim Team, Grande Ronde Hospital, for the use of Veterans' Memorial Pool, as presented (or amended).

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

EXPLANATION: The agreements between the City and the La Grande Swim Club, the La Grande High School Swim Team expire on December 31, 2022. Normally, the City would negotiate increased rates, but we are already planning to increase daily admission at the switch to summer hours in 2023, so they remain the same in this agreement. The only other changes are an increased lifeguard rate and the elimination of variable fees for the pool rental rate based on the number of users. These minor changes are illustrated in Appendix A of the respective agreements.

The agreement between the City and Grande Ronde Hospital was recurring and has not been updated since 2020. This agreement had minor changes, including adding one day per week for activity use, deleting the minimum fee we charge, and deleting the escalator of 5% per year. One more day of activity eliminates the need for the minimum charge and the fee they currently pay is substantially higher than our daily entry fee and they use only a portion of the pool that doesn't interfere with other programming.

In the interest of time, we are seeking to approve these agreements in a single motion but they can be voted on individually if the City Council so chooses.

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: _____

CITY OF LA GRANDE

AGREEMENT

This Agreement, entered into the ~~Third (3rd)~~ Seventh (7th) day of ~~November~~, December, 2022, 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, up to the number of lanes listed 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	up to 4	5	6	4
TUE	5	8	8	8	up to 4	5	6	4
WED	5	8	8	8	up to 4	5	6	4
THU	5	8	8	8	up to 4	5	6	4
FRI	0	8	8	8	up to 4	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 fifteenth (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~~ considered on an individual basis by the 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. Additionally, the Club will be required to turn in lane usage to the Superintendent on a monthly basis.
- 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 (20th) 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 (5) 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 (1) qualified lifeguard on deck during the times specified for use by the Club. When the number of Club swimmers exceeds forty (40), then the Club will pay for an additional lifeguard for each additional forty (40) Club swimmers. If the total number of Club swimmers exceeds eighty (80), the Club will pay for additional guards based on the number of swimmers at one (1) guard for every additional forty (40) swimmers or portion thereof.
- ~~2.3.~~ 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 Club will be required to use a minimum of two (2) life guards and pay the current pool rental rate as described in Appendix A.
- ~~3.4.~~ The Club will provide a current Certified USA Swim Coach on deck at all times to oversee their Program participants and spectators.
- ~~4.5.~~ 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.
- ~~5.6.~~ 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.
- ~~6.7.~~ 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 sidebleacher area at least five (5) feet from the pool edge.
- ~~7.8.~~ 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~~ cost of lifeguards and pool rental required for the event at the then current rate as described in Appendix A.
- ~~8.9.~~ The Club will be responsible for ensuring participants take a cleansing shower before entering the pools (OAR 333-60-210).
- ~~9.10.~~ 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.
11. 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.

~~10.~~

~~11.~~12. 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^[RS1],
- ~~(iv)~~

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

The^{RS21} 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.~~13. This Agreement will be in effect during the period January 1, 202~~3~~2 through December 31, 202~~3~~2, 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.

CITY OF LA GRANDE

LA GRANDE SWIM CLUB

Robert A. Strope, City Manager

Beth Koza, Swim Club President

Date:

Date:

ATTEST:

Stacey M. Stockhoff
Acting 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): ~~RESIDENT~~ ~~NON-RESIDENT~~

~~\$30.00 per hour~~ ~~\$40.00 per hour~~

Lifeguard costs are currently \$ ~~15.00~~ \$16.50 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 twenty-five (25) patrons and an additional lifeguard is required for each additional twenty-five (25) patrons. **

** At the discretion of the Superintendent, the number of swimmers allowed per lifeguard may be increased to forty (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.

~~a.~~ 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.

b.

~~b.~~ Club will be responsible for the cost of any additional charges for garbage collection during swim meets. The City will provide three (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 \$100 by the City when the City hauls away.

c.

~~a.~~ The Club will be responsible for the following during swim meets as appropriate:

d.

~~(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.~~ before and after event.

(i)

~~(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.

(ii)

~~i.~~ Cleanup following the event. A checklist will be provided to the Club with specific cleanup instructions prior to each meet.

(iii)

~~e.~~ The Club will be allowed use of one (1) room for hospitality and the life station and will clean these areas at the end of the event.

e.

~~d.~~ The Club will reimburse the City for the cost of repair for any damage to the facility other than normal wear and tear.

f.

~~b-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 (1) 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

AGREEMENT

This Agreement, entered into the Seventh (7th) day of December, 2022, 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, up to the number of lanes listed 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
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TUE	5	8	8	8	4	5	6	4
WED	5	8	8	8	4	5	6	4
THU	5	8	8	8	4	5	6	4
FRI	0	8	8	8	4	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 fifteenth (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 considered on an individual basis by the 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. Additionally, the Club will be required to turn in lane usage to the Superintendent on a monthly basis.
- 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 (20th) 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 (5) 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

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 (1) qualified lifeguard on deck-during the times specified for use by the Club. When the number of Club swimmers exceeds forty (40), then the Club will pay for an additional lifeguard for each additional forty (40) Club swimmers. If the total number of Club swimmers exceeds eighty (80), the Club will pay for additional guards based on the number of swimmers at one (1) guard for every additional forty (40) swimmers or portion thereof.**
- 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 Club will be required to use a minimum of two (2) life guards and pay the current pool rental rate as described in Appendix A.**
- 4. The Club will provide a current Certified USA Swim Coach on deck at all times to oversee their Program participants and spectators.**
- 5. 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.**
- 6. 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.**
- 7. 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 sidebleacher area at least five (5) feet from the pool edge.**
- 8. 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.**
- 9. The Club will be responsible for ensuring participants take a cleansing shower before entering the pools (OAR 333-60-210).**
- 10. 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.**
- 11. 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.**

12. 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.
13. The 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.
14. This Agreement will be in effect during the period January 1, 2023, through December 31, 2023, 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.

CITY OF LA GRANDE

LA GRANDE SWIM CLUB

Robert A. Strope, City Manager

Beth Koza, Swim Club President

Date: _____

Date: _____

ATTEST:

Stacey M. Stockhoff
Acting City Recorder

APPENDIX A

**VETERANS' MEMORIAL POOL RATE
SCHEDULE**

Pool Rental Rates: \$ 110.00 per hour

Lifeguard costs are currently \$16.50 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 twenty-five (25) patrons and an additional lifeguard is required for each additional twenty-five (25) patrons. **

**** At the discretion of the Superintendent, the number of swimmers allowed per lifeguard may be increased to forty (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 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 three (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 \$100 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 before and after event.
 - (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 (1) 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 (1) 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

AGREEMENT

This Agreement, ~~made~~entered into —the Seventh ~~(7th)~~ day of December, ~~2020~~2022 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 (7) 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 15th 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 (5) 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 (1) 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 forty (40), the Swim Team will pay the cost of an additional lifeguard at the ~~then~~ current rate. If the total number of swimmers exceeds eighty (80), the Swim Team will pay for additional guards based on the number of swimmers at one (1) guard for every additional forty

(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 **(2)** 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 **(5)** 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; ~~2018-19~~~~2020-21~~2022-2023; ~~and 2019-20~~ high school swim seasons. 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

LA GRANDE HIGH SCHOOL

Robert A. Strope, City Manager

Darren Goodman, Athletic Director

Date: _____

Date: _____

ATTEST:

~~Kayla M. Nichols~~ Stacey M. Stockhoff
Acting City Recorder

APPENDIX A

~~2018~~ 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~~ 16.50 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 twenty-five (25) patrons and an additional lifeguard is required for each additional twenty-five (25) patrons. **

** At the discretion of the ~~Aquatics~~ Superintendent, the number of swimmers allowed per lifeguard may be increased to forty (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 three (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 before and after event. ~~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 (1) 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 (1) 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

AGREEMENT

This Agreement, entered into the Seventh (7th) day of December, 2022 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 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 (7) 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 15th 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 (5) 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 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 (1) 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 forty (40), the Swim Team will pay the cost of an additional lifeguard at the current rate. If the total number of swimmers exceeds eighty (80), the Swim Team will pay for additional guards based on the number of swimmers at one (1) guard for every additional forty (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 (2) 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 (5) 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 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.
12. 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.

13. This agreement will be in effect during the; 2022-2023 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

LA GRANDE HIGH SCHOOL

Robert A. Strobe, City Manager

Darren Goodman, Athletic Director

Date: _____

Date: _____

ATTEST:

Stacey M. Stockhoff
Acting City Recorder

APPENDIX A

VETERANS' MEMORIAL POOL RATE SCHEDULE

Pool Rental Rates: \$110.00 per hour

Lifeguard costs are currently \$16.50 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 twenty-five (25) patrons and an additional lifeguard is required for each additional twenty-five (25) patrons. **

**** At the discretion of the Superintendent, the number of swimmers allowed per lifeguard may be increased to forty (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 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 three (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 before and after event
 - 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 (1) 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 (1) 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

AGREEMENT

This Agreement, entered into this Seventh (7th) Day of December, ~~2017~~2022 by and between the City of La Grande, a Municipal Corporation of the State of Oregon, hereinafter referred to as the City, and Grande Ronde Hospital, Inc., hereinafter referred to as Hospital, for the purpose of using the Veterans' Memorial Swim Pool, hereinafter referred to as Pool, to provide activities to Hospital clients.

WITNESSETH

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

Whereas, the City desires to cooperate with Hospital in making the facility available for its use;

NOW, THEREFORE, based on the mutual covenants set forth in this Agreement, the parties agree to the following terms and conditions:

Section 1. Term and Duration

This Agreement shall be in effect from January 1, ~~2018~~2023, to December 31, ~~2020~~2023, under the following terms and conditions:

a. The Small Therapy Pool will have a section roped off for Hospital client activity use ~~on Tuesdays and 7.827. Fridays~~Thursdays ~~three (3) days a week~~, between 11:00 a.m. and 1:00 p.m. as determined under Section 2. d. below.

b. Availability is subject to Pool closure for maintenance, repairs and holidays. Closures will be posted at the front entrance desk at least twenty-four (24) hours prior to scheduled closure, except in the event of an emergency that forces an immediate closure. Notification of closures will be communicated by City to a designated Hospital representative via phone, facsimile, or email at least twenty-four (24) hours prior to scheduled closure.

c. Should this Agreement expire prior to being renewed, the terms of this Agreement shall continue on a month-to-month basis until renewed or terminated as described in Section 3.

Section 2. Duties and Responsibilities

a. Starting on January 1, ~~2018~~2021, ~~the Hospital will pay a monthly rental fee of ONE HUNDRED ELEVEN TWENTY THREE AND 80157/100 DOLLARS (\$111.80123.157) per month for the first fifteen (15) participants. The City will bill Hospital monthly for participants in excess of fifteen (15), at the rate of SEVEN EIGHT AND 456221/100 DOLLARS (\$7.458.628.21) per additional participant. After 2018~~2021, the Hospital agrees to a 5% increase in these fees per year for the duration of this Agreement (3 years).

b. A minimum of one (1) qualified lifeguard provided by City will be on duty during the times specified for use by Hospital.

c. Hospital will provide therapy staff for its clients at the specified times. The therapists will be included in the number of participants.

d. ~~Hospital will notify request approval from the Superintendent~~Superintendent of the desired days on a monthly basis not later than the 25th of the month (INSERT WHEN THEY HAVE TO ASK 25th or the month, 15th whatever) for the following month. for approval will communicate intended use days at the start of each month.

ed. Hospital will defend, indemnify and hold City harmless for the activities of Hospital, 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 Hospital'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 Hospital's acts, errors or omissions. Hospital will provide the City with a Certificate of Insurance, naming the City/Veterans' Memorial Swim Pool as an additional insured.

f. The City will not be responsible for any liability or injury to any person participating in the activities sponsored by Hospital or for any injury to a third party caused by a participant.

Section 3. Termination, Amendments and Assignments

Either party may cancel this Agreement by giving written notice of such intent to the other party at least seven (7) days in advance of the date of cancellation. All amendments to this Agreement which are mutually agreed upon by and between the parties to this Agreement, shall be in writing and executed with the same formalities of this Agreement. This Agreement is binding on the heirs, successors and assigns of the parties hereto but shall not be assigned by either party without first obtaining the written consent of the other.

CITY OF LA GRANDE

GRANDE RONDE HOSPITAL

 Robert A. Strope
 City Manager

~~James A. Mattes~~ Jeremy P. Davis
 President/CEO

Date: _____ Date: _____

ATTEST:

Stacey M. Stockhoff
Acting City Recorder

Angelika Brooks
City Recorder

CITY OF LA GRANDE

AGREEMENT

This Agreement, entered into the Seventh (7th) Day of December, 2022 between the City of La Grande, a Municipal Corporation of the State of Oregon, hereinafter referred to as the City, and Grande Ronde Hospital, Inc., hereinafter referred to as Hospital, for the purpose of using the Veterans' Memorial Swim Pool, hereinafter referred to as Pool, to provide activities to Hospital clients.

WITNESSETH

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

Whereas, the City desires to cooperate with Hospital in making the facility available for its use;

NOW, THEREFORE, based on the mutual covenants set forth in this Agreement, the parties agree to the following terms and conditions:

Section 1. Term and Duration

This Agreement shall be in effect from January 1, 2023, to December 31, 2023, under the following terms and conditions:

a. The Small Therapy Pool will have a section roped off for Hospital client activity use three (3) days a week, between 11:00 a.m. and 1:00 p.m. as determined under Section 2. d. below.

b. Availability is subject to Pool closure for maintenance, repairs and holidays. Closures will be posted at the front entrance desk at least twenty-four (24) hours prior to scheduled closure, except in the event of an emergency that forces an immediate closure. Notification of closures will be communicated by City to a designated Hospital representative via phone, facsimile, or email at least twenty-four (24) hours prior to scheduled closure.

c. Should this Agreement expire prior to being renewed, the terms of this Agreement shall continue on a month-to-month basis until renewed or terminated as described in Section 3.

Section 2. Duties and Responsibilities

a. Starting on January 1, the City will bill Hospital monthly for participants, at the rate of EIGHT AND 62/100 DOLLARS (\$8.62) per participant.

b. A minimum of one (1) qualified lifeguard provided by City will be on duty during the times specified for use by Hospital.

c. Hospital will provide therapy staff for its clients at the specified times. The therapists will be included in the number of participants.

d. Hospital will request approval from the Superintendent of the desired days on a monthly basis not later than the 25th of the month for the following month.

e. Hospital will defend, indemnify and hold City harmless for the activities of Hospital, 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 Hospital'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 Hospital's acts, errors or omissions. Hospital will provide the City with a Certificate of Insurance, naming the City/Veterans' Memorial Swim Pool as an additional insured.

f. The City will not be responsible for any liability or injury to any person participating in the activities sponsored by Hospital or for any injury to a third party caused by a participant.

Section 3. Termination, Amendments and Assignments

Either party may cancel this Agreement by giving written notice of such intent to the other party at least seven (7) days in advance of the date of cancellation. All amendments to this Agreement which are mutually agreed upon by and between the parties to this Agreement, shall be in writing and executed with the same formalities of this Agreement. This Agreement is binding on the heirs, successors and assigns of the parties hereto but shall not be assigned by either party without first obtaining the written consent of the other.

CITY OF LA GRANDE

GRANDE RONDE HOSPITAL

Robert A. Strobe
City Manager

Jeremy P. Davis
President/CEO

Date: _____

Date: _____

ATTEST:

Stacey M. Stockhoff
Acting City Recorder

CITY of LA GRANDE
COUNCIL ACTION FORM

Council Meeting Date: December 7, 2022

PRESENTER: Robert A. Strope, City Manager

COUNCIL ACTION: **CONSIDER AUTHORIZING INTERGOVERNMENTAL AGREEMENT FOR BAKER-UNION CO. TRAFFIC SIGNAL SAFETY IMPOROVMENTS**

- 1. MAYOR: Request Staff Report
- 2. MAYOR: Invite Public Comment
- 3. MAYOR: Invite Council Discussion
- 4. MAYOR: Entertain Motion

Suggested Motion: I move that we authorize the City Manager to enter into a Cooperative Improvement Agreement with the Oregon Department of Transportation (ODOT) for the funding of Traffic Signal Safety Improvements as presented.

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

EXPLANATION: The Oregon Department of Transportation (ODOT) proposed an Intergovernmental Agreement to the City of La Grande to update traffic control devices on traffic signals located within the City on Adams Avenue (US 30) and Island Avenue (OR 82), as well as the replacement of three (3) controller cabinets to promote the safe and expeditious control of traffic.

The proposed project will update traffic signal activation systems from camera and loop detection to radar detection on existing signals and upgrade controller cabinets along Adams Avenue at three (3) locations within the City of La Grande (2nd Street, Depot Street and Fir Street). This project will also allow the State to update traffic signal heads with reflectorized backboards and install LED pedestrian lighting to traffic signals throughout the City of La Grande. The estimated cost of this project is \$714,838.34, and will be financed under Key No. 21898 of the 2021-2024 Statewide Transportation Improvement Program (STIP). ODOT (State) shall be responsible for all costs of this project, including any additional funding for the project if required. City staff is requesting the City Council authorize the City Manager to enter into an agreement with ODOT for this project.

The City Manager recommends approval of this proposed Council action.

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: _____

INTERGOVERNMENTAL AGREEMENT
Baker-Union Co. Traffic Signal Safety Improvements
City of La Grande

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State;" or "ODOT," and the CITY OF LA GRANDE, acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, state agencies may enter into agreements with units of local government for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform.
2. US 30 (La Grande-Baker Highway) is a State highway routed over a city street, and is part of the State Highway system, under the jurisdiction and control of the Oregon Transportation Commission.
 - a. Along US 30 (Adams Avenue), 2nd, 4th, Depot, Fir, Greenwood, and Willow Streets, and Island Avenue are a part of the Agency's city street system under the jurisdiction and control of the Agency.
3. OR 82 (Wallowa Lake Highway) is a State highway and is part of the State Highway system, under the jurisdiction and control of the Oregon Transportation Commission.
 - a. OR 82 is a State Highway from the railroad crossing eastbound on OR 82, and from the railroad crossing westbound to Adams Avenue, OR 82 is a State over Agency's street grid.
 - b. Along OR 82 (Island Avenue), Monroe/N. Pine and Portland Streets, and Riddle Road/Mulholland Drive are a part of the Agency's city street system under the jurisdiction and control of the Agency.
4. State, by ORS 366.220, is vested with complete jurisdiction and control over the roadways of other jurisdictions taken for state highway purposes.
5. By the authority granted by ORS 373.020, the jurisdiction extends from curb to curb, or, if there is no regular established curb, then control extends over such portion of the right of way as may be utilized by State for highway purposes. Responsibility for and jurisdiction over all other portions of city street remains with city.
6. By the authority granted in ORS 810.080 State has the authority to establish marked pedestrian crosswalks on its highway facilities.

7. By the authority granted in ORS 810.210, State is authorized to determine the character or type of traffic control devices to be used, and to place or erect them upon state highways at places where State deems necessary for the safe and expeditious control of traffic. No traffic control devices shall be erected, maintained, or operated upon any state highway by any authority other than State, except with its written approval. Traffic signal work on this Project will conform to the current State standards and specifications.
8. This Project will update traffic signal activation from camera and loop detection to radar detection on existing signals and also upgrade controller cabinets at three locations in the City of La Grande (2nd, Depot and Fir Streets).

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. Under such authority, State and Agency agree that State shall update traffic signal heads with reflectorized backboards, install audible pedestrian signals where not currently installed at McAlister Road, LED pedestrian lighting to existing traffic signals throughout the City of La Grande, and upgrade the PDA-1 controller cabinets to standard 332S controller cabinets at the following intersections: La Grande-Baker Highway (US 30) at 2nd Street, Depot Street, and Fir Street, herein referred to as "Project." The location of the project is as shown on Exhibit A, attached hereto and by this reference made a part hereof.
2. The estimated cost of the Project is 2,144,515.00, as programmed in the 2021-2024 Statewide Transportation Improvement Program (STIP). The Project will be financed under Key No. 21898 at an estimated cost of \$714,838.34 in state and federal funds. The estimate for the total Project is subject to change. State shall be responsible for all costs of this Project. State and Agency understand any additional funding identified for the Project will require an amendment to this Agreement.
3. This Agreement shall become effective on the date all required signatures are obtained and shall remain in effect for the purpose of ongoing maintenance (and power if applicable) responsibilities for the useful life of the facilities constructed as part of the Project. The useful life is defined as twenty (20) calendar years. The Project shall be completed within ten (10) calendar years following the date of final execution of this Agreement by both Parties.

AGENCY OBLIGATIONS

1. Agency, by execution of Agreement, gives its consent as required by ORS 373.050(1) to any and all closure of streets that intersect the state highway, if any, arising out of the Project covered by the Agreement.

2. Agency by execution of Agreement, gives its consent as required by ORS 373.030(2) and ORS 105.760 to any and all changes of grade within the Agency (City) limits, and gives its consent as required by ORS 373.050(1) to any and all closure of streets intersecting the highway, if any there be in connection with or arising out of the Project covered by the Agreement.
3. Upon completion of the Project, Agency shall be responsible for paying for the power costs associated with the signals and lighting constructed as part of this Project. Any existing obligations shall remain in effect.
4. Agency grants State the right to enter into right of way performance of duties set forth in this Agreement.
5. **Americans with Disabilities Act Compliance:**
 - a. When the Project scope includes work on sidewalks, curb ramps, or pedestrian-activated signals, multiuse pedestrian path, or triggers an obligation to address curb ramps or pedestrian signals, the Parties shall:
 - i. Utilize ODOT standards to assess and ensure Project compliance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, "ADA"), including ensuring that all sidewalks, curb ramps, and pedestrian-activated signals meet current ODOT Highway Design Manual standards;
 - ii. Follow ODOT's processes for design, construction, or alteration of sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current ODOT Curb Ramp Inspection form;
 - iii. At Project completion, send a completed ODOT Curb Ramp Inspection Form 734-5020 to the address on the form as well as to State's Project Manager for each curb ramp constructed or altered as part of the Project. The completed form is the documentation required to show that each curb ramp meets ODOT standards and is ADA compliant. ODOT's fillable Curb Ramp Inspection Form and instructions are available at the following address:

<https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>; and
 - b. Agency shall ensure that any portions of the Project under City's maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of the Project. This includes, but is not limited to, Agency ensuring that:
 - i. Pedestrian access is maintained as required by the ADA,
 - ii. Any complaints received by City identifying sidewalk, curb ramp, or pedestrian-activated signal safety multiuse pedestrian path, or access issues are promptly evaluated and addressed,

- iii. Agency, or abutting property owner, pursuant to local code provisions, performs any repair or removal of obstructions needed to maintain the facility in compliance with the ADA requirements that were in effect at the time the facility was constructed or altered,
 - iv. Any future alteration work on Project or Project features during the useful life of the Project complies with the ADA requirements in effect at the time the future alteration work is performed, and
 - v. Applicable permitting and regulatory actions are consistent with ADA requirements.
- c. Maintenance obligations in this section shall survive termination of this Agreement.
6. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of City, under the direction or approval of governing body, commission, board officers, members or representatives, and to legally bind City.
 7. Agency's Project Manager for this Project is Kyle Carpenter, Public Works Director, PO Box 670, La Grande, Oregon 97850. Phone (541) 962-1325, kcarpenter@cityoflagrande.org, or other assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

STATE OBLIGATIONS

1. State shall perform upgrades as identified in Terms of Agreement, Paragraph 1, at locations shown on location map in Exhibit A.
2. State certifies, that the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within State's current appropriation or limitations. State, or its consultant, shall conduct the necessary field surveys, environmental studies, traffic investigations, preliminary engineering and design work required to produce and provide final plans, specifications and cost estimates for the highway Project; identify and obtain all required permits; perform all construction engineering, including all required materials testing and quality documentation; prepare all bid and contract documents; advertise for construction bid proposals; award all contracts; pay all contractor costs, provide technical inspection, project management services and other necessary functions for sole administration of the construction contract entered into for this Project.
3. Parties hereto agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, illegal, or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

4. State shall be responsible for all costs associated with construction and installation of the Project.
5. State shall be responsible for any signal changes and timing associated with operation of the traffic signals and audible pedestrian signals in the project area.
6. Upon completion of the Project, State shall be responsible for all maintenance and maintenance costs of the signals and controller cabinets identified in Exhibit A.
7. State shall cause to be relocated or reconstructed, all privately or publicly owned utility conduits, lines, poles, mains, pipes, and all other such facilities of every kind and nature where such relocation or reconstruction is made necessary by the plans of the Project in order to conform the utilities and other facilities with the plans and the ultimate requirements for the portions of the Project which are on Agency right of way.
8. No Right of Way acquisition is anticipated for this Project; Should Right of Way become necessary for the construction of this Project, State shall be responsible for the acquisition, and shall upon completion of the Project transfer by deed to the Agency, any portions that are no longer needed for the Project.
9. State's Project Manager for this Project is Michelle Tragesser, Local Agency Liaison, 3012 Island Avenue, La Grande, Oregon 97850. (541) 963-1353, Michelle.TRAGESSER@odot.oregon.gov, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

GENERAL PROVISIONS

1. This Agreement may be terminated by mutual written consent of all Parties.
2. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
 - a. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - b. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or State is prohibited from paying for such work from the planned funding source.
1. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

2. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
3. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
4. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of the Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.
5. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

6. As federal funds are involved in this Agreement, EXHIBITS B and C are attached hereto and by this reference made a part hereof, and are hereby certified to by Agency representative.
7. Agency, as a recipient of federal funds, pursuant to this Agreement with the State, shall assume sole liability for Agency's breach of any federal statutes, rules, program requirements and grant provisions applicable to the federal funds, and shall, upon Agency's breach of any such conditions that requires the State to return funds to the Federal Highway Administration, hold harmless and indemnify the State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of Agency, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
8. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
9. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.
10. Electronic Signatures. The Parties agree that signatures showing on PDF documents, including but not limited to PDF copies of the Agreement and amendments, submitted or exchanged via email are "Electronic Signatures" under ORS Chapter 84 and bind the signing Party and are intended to be and can be relied upon by the Parties. State reserves the right at any time to require the submission of the hard copy originals of any documents.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

This Project is in the 2021-2024 Statewide Transportation Improvement Program (STIP), (Key #21898) that was adopted by the Oregon Transportation Commission on July 15, 2020 (or subsequently by amendment to the STIP).

Agency/State
Agreement No. 73000-00011095

CITY OF LA GRANDE, by and through its
elected officials

By _____
Mayor (or other assigned designee)

Date _____

By _____
City Recorder (or other assigned
designee)

Date _____

**LEGAL REVIEW APPROVAL (If required
in Agency's process)**

By _____
Agency's Counsel

Date _____

Agency Contact:

Kyle Carpenter, Public Works Director
City of La Grande
PO Box 670
La Grande, Oregon 97850
(541) 962-1325
kcarpenter@cityoflaggrande.org

State Contact:

Ace Clark, District 13 Manager
Oregon Department of Transportation
3014 Island Avenue
La Grande, Oregon 97850
(541) 963-8406
Ace.w.clark@odot.oregon.gov

STATE OF OREGON, by and through
its Department of Transportation

By _____
Delivery and Operations Division
Administrator

Date _____

APPROVAL RECOMMENDED

By _____
Region 5 Manager

Date _____

By _____
State Traffic/Roadway Engineer

Date _____

By _____
District 13 Manager

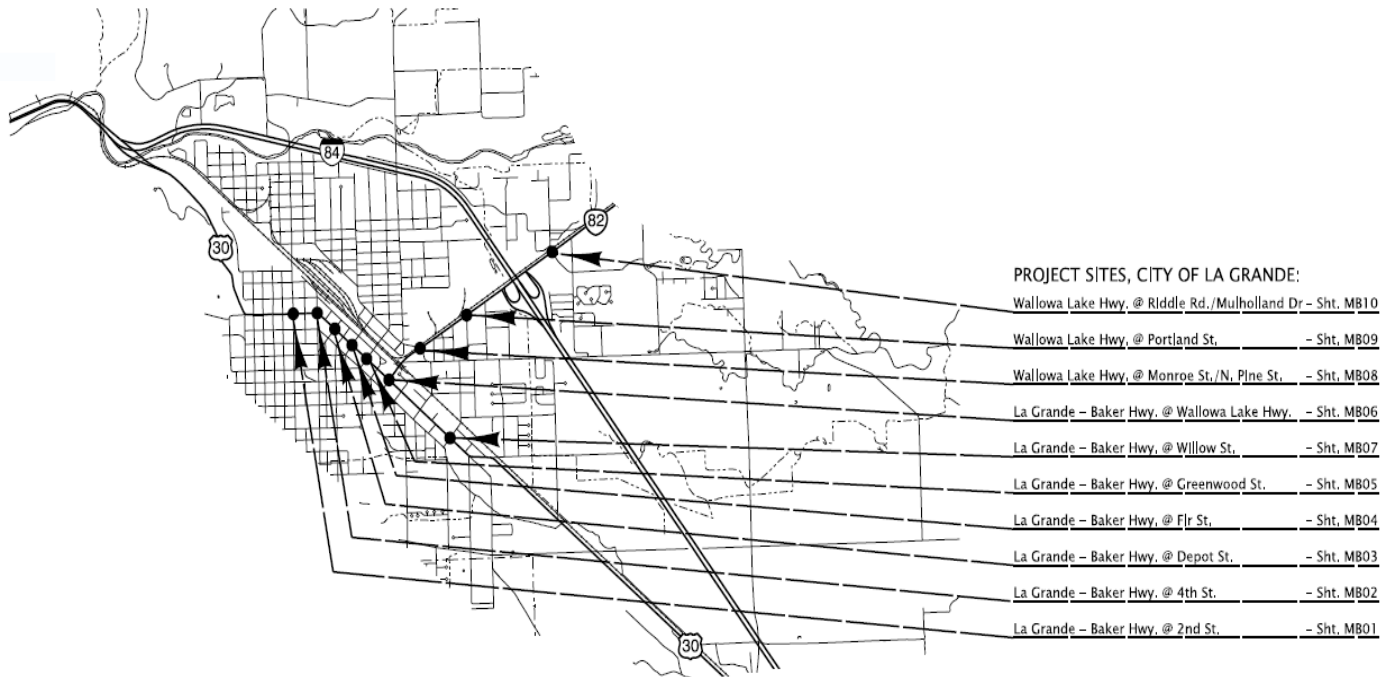
Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____
Assistant Attorney General (If Over
\$150,000)

Date _____

EXHIBIT A –



Signals included in this Agreement

- Wallowa Lake Highway (OR82) @ Riddle Rd./Mulholland Dr.
- Wallowa Lake Highway (OR 82) @ Portland Street
- Wallowa Lake Highway (OR 82) @ Monroe Street/N. Pine Street
- La Grande-Baker Highway (US30) @ Wallowa Lake Highway (OR 82)
- La Grande-Baker Highway (US30) @ Willow Street
- La Grande-Baker Highway (US30) @ Greenwood Street
- La Grande-Baker Highway (US30) @ Fir Street
- La Grande-Baker Highway (US30) @ Depot Street
- La Grande-Baker Highway (US30) @ 4th Street
- La Grande-Baker Highway (US30) @ 2nd Street

For purposes of Exhibits B and C, references to Department shall mean State, references to Contractor shall mean Agency and references to Contract shall mean Agreement.

**EXHIBIT B
CONTRACTOR CERTIFICATION**

Contractor certifies by signing this Contract that Contractor has not:

- (a) Employed or retained for a commission, percentage, brokerage, contingency fee or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Contractor) to solicit or secure this Contract,
- (b) agreed, as an express or implied condition for obtaining this Contract, to employ or retain the services of any firm or person in connection with carrying out the Contract, or
- (c) paid or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Contractor), any fee, contribution, donation or consideration of any kind for or in connection with, procuring or carrying out the Contract, except as here expressly stated (if any):

Contractor further acknowledges that this certificate is to be furnished to the Federal Highway Administration, and is subject to applicable State and Federal laws, both criminal and civil.

DEPARTMENT OFFICIAL CERTIFICATION

Department official likewise certifies by signing this Contract that Contractor or his/her representative has not been required directly or indirectly as an expression of implied condition in connection with obtaining or carrying out this Contract to:

- (a) Employ, retain or agree to employ or retain, any firm or person or
- (b) pay or agree to pay, to any firm, person or organization, any fee, contribution, donation or consideration of any kind except as here expressly stated (if any):

Department official further acknowledges this certificate is to be furnished to the Federal Highway Administration, and is subject to applicable State and Federal laws, both criminal and civil.

Agency/State
Agreement No. 73000-00011095

EXHIBIT C

Federal Provisions
Oregon Department of Transportation

CERTIFICATION OF NONINVOLVEMENT IN ANY DEBARMENT AND SUSPENSION
Contractor certifies by signing this Contract that to the best of its knowledge and belief, it and its principals:

Agency/State
Agreement No.

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
4. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state or local) terminated for cause or default.

Where the Contractor is unable to certify to any of the statements in this certification, such prospective participant shall submit a written explanation to Department.

List exceptions. For each exception noted, indicate to whom the exception applies, initiating agency, and dates of action. If additional space is required, attach another page with the following heading: Certification Exceptions continued, Contract Insert.

EXCEPTIONS:

Exceptions will not necessarily result in denial of award, but will be considered in determining Contractor responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

The Contractor is advised that by signing this Contract, the Contractor is deemed to have signed this certification.

II. INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS—PRIMARY COVERED TRANSACTIONS

1. By signing this Contract, the Contractor is providing the certification set out below.
2. The inability to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The Contractor shall explain why he or she cannot provide the certification set out below. This explanation will be considered in connection with the Department determination to enter into this transaction. Failure to furnish an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government or the Department may terminate this transaction for cause of default.
4. The Contractor shall provide immediate written notice to the Department if at any time the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Department's Program Section (Tel. (503) 986-2710) to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The Contractor agrees by entering into this Contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transactions with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency entering into this transaction.
7. The Contractor further agrees by entering into this Contract that it will include the Addendum to Form FHWA-1273 titled, "Appendix B--Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions", provided by the Department entering into this covered transaction without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List published by the U. S. General Services Administration.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is

suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government or the Department, the Department may terminate this transaction for cause or default.

III. ADDENDUM TO FORM FHWA-1273, REQUIRED CONTRACT PROVISIONS

This certification applies to subcontractors, material suppliers, vendors, and other lower tier participants.

- Appendix B of 49 CFR Part 29 -

Appendix B--Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this Contract, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this Contract is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and

"voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Contract is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this Contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this Contract that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement list.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions

- a. The prospective lower tier participant certifies, by entering into this Contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall submit a written explanation to Department.

IV. EMPLOYMENT

1. Contractor warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractors, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranting, Department shall have the right to annul this Contract without liability or in its discretion to deduct from the Contract

price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

2. Contractor shall not engage, on a full or part-time basis or other basis, during the period of the Contract, any professional or technical personnel who are or have been at any time during the period of this Contract, in the employ of Department, except regularly retired employees, without written consent of the public employer of such person.
3. Contractor agrees to perform consulting services with that standard of care, skill and diligence normally provided by a professional in the performance of such consulting services on work similar to that hereunder. Department shall be entitled to rely on the accuracy, competence, and completeness of Contractor's services.

V. NONDISCRIMINATION

During the performance of this Contract, Contractor, for himself, his assignees and successors in interest, hereinafter referred to as Contractor, agrees as follows:

1. Compliance with Regulations. Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, and Section 162(a) of the Federal-Aid Highway Act of 1973 and the Civil Rights Restoration Act of 1987. Contractor shall comply with the regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated by reference and made a part of this Contract. Contractor, with regard to the work performed after award and prior to completion of the Contract work, shall not discriminate on grounds of race, creed, color, sex or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the Contract covers a program set forth in Appendix B of the Regulations.

2. Solicitation for Subcontractors, including Procurement of Materials and Equipment. In all solicitations, either by competitive bidding or negotiations made by Contractor for work to be performed under a subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and regulations relative to nondiscrimination on the grounds of race, creed, color, sex or national origin.
3. Nondiscrimination in Employment (Title VII of the 1964 Civil Rights Act). During the performance of this Contract, Contractor agrees as follows:
 - a. Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this nondiscrimination clause.
 - b. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will

receive consideration for
employment without regard to race,
creed, color, sex or national origin.

4. Information and Reports. Contractor will provide all information and reports required by the Regulations or orders and instructions issued pursuant thereto, and will permit access to his books, records, accounts, other sources of information, and his facilities as may be determined by Department or FHWA as appropriate, and shall set forth what efforts he has made to obtain the information.
5. Sanctions for Noncompliance. In the event of Contractor's noncompliance with the nondiscrimination provisions of the Contract, Department shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to Contractor under the agreement until Contractor complies; and/or
 - b. Cancellation, termination or suspension of the agreement in whole or in part.
6. Incorporation of Provisions. Contractor will include the provisions of paragraphs 1 through 6 of this section in every subcontract, including procurement of materials and leases of equipment, unless exempt from Regulations, orders or instructions issued pursuant thereto. Contractor shall take such action with respect to any subcontractor or procurement as Department or FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event Contractor becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, Department may, at its option, enter into such litigation to protect the interests of Department, and, in addition, Contractor may request Department to enter into such litigation to protect the interests of the State of Oregon.

VI. DISADVANTAGED BUSINESS ENTERPRISE (DBE) POLICY

In accordance with Title 49, Code of Federal Regulations, Part 26, Contractor shall agree to abide by and take all necessary and reasonable steps to comply with the following statement:

DBE POLICY STATEMENT

DBE Policy. It is the policy of the United States Department of Transportation (USDOT) to practice nondiscrimination on the basis of race, color, sex and/or national origin in the award and administration of USDOT assist contracts. Consequently, the DBE requirements of 49 CFR 26 apply to this Contract.

Required Statement For USDOT Financial Assistance Agreement. If as a condition of assistance the Agency has submitted and the US Department of Transportation has approved a Disadvantaged Business Enterprise Affirmative Action Program which the Agency agrees to carry out, this affirmative action program is incorporated into the financial assistance agreement by reference.

DBE Obligations. The Department and its Contractor agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR 26 have the opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. In this regard, Contractor shall take all necessary and reasonable steps in accordance with 49 CFR 26 to ensure that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts. Neither Department nor its contractors shall discriminate on the basis of race, color, national origin or sex in the award and performance of federally-assisted contracts. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of such contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination

of this Contract or such other remedy as Department deems appropriate.

The DBE Policy Statement and Obligations shall be included in all subcontracts entered into under this Contract.

Records and Reports. Contractor shall provide monthly documentation to Department that it is subcontracting with or purchasing materials from the DBEs identified to meet Contract goals. Contractor shall notify Department and obtain its written approval before replacing a DBE or making any change in the DBE participation listed. If a DBE is unable to fulfill the original obligation to the Contract, Contractor must demonstrate to Department the Affirmative Action steps taken to replace the DBE with another DBE. Failure to do so will result in withholding payment on those items. The monthly documentation will not be required after the DBE goal commitment is satisfactory to Department.

Any DBE participation attained after the DBE goal has been satisfied should be reported to the Departments.

DBE Definition. Only firms DBE certified by the State of Oregon, Department of Consumer & Business Services, Office of Minority, Women & Emerging Small Business, may be utilized to satisfy this obligation.

CONTRACTOR'S DBE CONTRACT GOAL

DBE GOAL 0 %

By signing this Contract, Contractor assures that good faith efforts have been made to meet the goal for the DBE participation specified in the Contract for this project as required by ORS 200.045, and 49 CFR 26.53 and 49 CFR, Part 26, Appendix A.

VII. LOBBYING

The Contractor certifies, by signing this agreement to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf

of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor also agrees by signing this agreement that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

**FOR INQUIRY CONCERNING
DEPARTMENT'S DBE
PROGRAM REQUIREMENT
CONTACT OFFICE OF CIVIL
RIGHTS AT (503)986-4354.**

CITY of LA GRANDE

COUNCIL ACTION FORM

Council Meeting Date: **December 7, 2022**

PRESENTER: Gary Bell, Police Chief

COUNCIL ACTION: CONSIDER APPROVING OLCC LIQUOR LICENSE APPLICATION

- 1. **MAYOR:** Request Staff Report
- 2. **MAYOR:** Invite Public Comments
- 3. **MAYOR:** Invite Council Discussion
- 4. **MAYOR:** Entertain Motion

Suggested Motion: I move that the OLCC Liquor License Application for Full On-Premises sales, for Side A Brewing, LLC, be approved and signed by the Mayor.

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

EXPLANATION: Scott McConnell, 1004 13th Street, La Grande, Oregon, 97850, has applied as a Limited Liability Company, Side A Brewing, LLC, located at 1219 Washington Avenue, La Grande, Oregon, 97850, for greater privilege to include Winery and Wholesale Malt Beverage and Wine. They currently hold a Full On-Premises, Commercial license and a Brewery Public House license.

A wholesale malt beverage and wine license allow the establishment to import and store malt beverages, wine, and cider. They may sell and transport malt beverages, wine, and cider at wholesale to all OLCC-licensed businesses. They may sell wine and cider in quantities not less than four (4) gallons or more than fifty-five (55) gallons at any one time to individuals for consumption off the licensed premises. They may sell malt beverages of not more than 9% alcohol by volume in quantities not less than four (4) gallons to individuals for consumption off the licensed premises.

A winery license allows the establishment to manufacture, blend, store, bottle, and export wine and cider. They may sell, distribute, and deliver, at wholesale, all brands of wine and cider to wholesale and retail licensees of the OLCC. They may not sell, distribute, or deliver malt beverages at wholesale. They may sell and serve all brands of wine and cider and all brands of malt beverages by the drink at retail to consumers for consumption on the licensed premises. May sell all brands of wine and cider and all brands of malt beverages in factory-sealed containers at retail to consumers for consumption off the licensed premises. Once legally acquired, they may deliver all brands of wine and cider and all brands of malt beverages in factory-sealed containers and securely covered containers (growlers) direct to consumer for consumption off the licensed premises. They are eligible to apply for a special event winery (SEW) 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

Page 1 of 3

Check the appropriate license request option:

New Outlet | Change of Ownership | Greater Privilege | Lesser Privilege

Select the license type you are applying for.

More information about all license types is available online.

Full On-Premises

- Commercial
- Caterer
- Public Passenger Carrier
- Other Public Location
- For Profit Private Club
- Nonprofit Private Club

Winery

- Primary location
- Additional locations: 2nd 3rd 4th 5th

Brewery

- Primary location
- Additional locations: 2nd 3rd

Brewery-Public House

- Primary location
- Additional locations: 2nd 3rd

Grower Sales Privilege

- Primary location
- Additional locations: 2nd 3rd

Distillery

- Primary location
- Additional tasting locations: 2nd 3rd 4th 5th 6th

Limited On-Premises

Off Premises

Warehouse

Wholesale Malt Beverage and Wine

INTERNAL USE ONLY

Application received:

Minimum documents acquired:

LOCAL GOVERNING BODY USE ONLY

City/County name:

City of La Grande

Date application received:

Optional: Date Stamp

RECEIVED
11.10.22

Recommend this license be granted

Recommend this license be denied

Printed Name

Date

Return this form to:

Investigator name: *Chad M. Gray*

Email: *Chad.Gray@oregon.gov*

LIQUOR LICENSE APPLICATION

Page 2 of 3

APPLICANT INFORMATION	
Identify the applicants applying for the license. This is the entity (example: corporation or LLC) or individual(s) applying for the license. Please add an additional page if more space is needed.	
Name of entity or individual applicant #1: <i>Side A Brewing, LLC</i>	Name of entity or individual applicant #2:
Name of entity or individual applicant #3:	Name of entity or individual applicant #4:

BUSINESS INFORMATION		
Trade Name of the Business (name customers will see): <i>Side A Brewing</i>		
Business phone number: <i>541-605-0163</i>	Business email: <i>scott@sideabeer.com</i>	
Premises street address (The physical location of the business and where the liquor license will be posted): <i>1219 Washington Ave</i>		
City: <i>La Grande</i>	Zip Code: <i>97850</i>	County: <i>Union</i>
Business mailing address (where we will send any items by mail as described in OAR 845-004-0065(1)): <i>207 Aquarius Way</i>		
City: <i>La Grande</i>	State: <i>OR</i>	Zip Code: <i>97850</i>
Does the business address currently have an OLCC liquor license? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Does the business address currently have an OLCC marijuana license? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

APPLICATION CONTACT INFORMATION		
Contact Name: <i>Scott McConnell</i>		
Phone number: <i>541-550-0142</i>	Email: <i>scott@sideabeer.com</i>	
Mailing address: <i>207 Aquarius Way</i>		
City: <i>La Grande</i>	Zip Code: <i>97850</i>	County: <i>Union</i>

Please note: liquor license applications are public records.

LIQUOR LICENSE APPLICATION

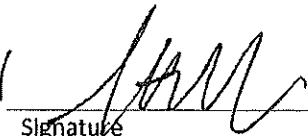
Page 3 of 3

ATTESTATIONS

By signing this form, you attest that each of the following statements are true. I understand the Commission may require a licensee to provide proof of any of the below or below referenced documents at any time.

I understand that marijuana is **prohibited** on the licensed premises. This includes marijuana use, consumption, ingestion, inhalation, samples, give-away, sale, etc. I attest that all answers on all forms and documents, and all information provided to the OLCC as a part of this application are true and complete.

I affirm that I have read OAR 845-005-0311 and all individuals (sole proprietors) or entities with an ownership interest (other than waivable ownership interest per OAR 845-005-0311[6]) are listed as license applicants in #2 above. I understand that failure to list an individual or entity who has an un-waivable ownership interest in the business may result in denial of my license or the OLCC taking action against my license in the event that an undisclosed ownership interest is discovered after license issuance.

<u>Scott McConnell</u>	<u></u>	<u>5-18-22</u>	
Print name	Signature	Date	Atty. Bar Info (if applicable)
_____	_____	_____	_____
Print name	Signature	Date	Atty. Bar Info (if applicable)
_____	_____	_____	_____
Print name	Signature	Date	Atty. Bar Info (if applicable)
_____	_____	_____	_____
Print name	Signature	Date	Atty. Bar Info (if applicable)

CITY of LA GRANDE

COUNCIL ACTION FORM

Council Meeting Date: December 7, 2022

PRESENTER: Robert Strope, City Manager

COUNCIL ACTION: PUBLIC HEARING AND FIRST READING BY TITLE ONLY OF PROPOSED ORDINANCE REGULATING CAMPING ON PUBLIC PROPERTY AND PROHIBITING CAMPING IN CERTAIN AREAS

1. MAYOR: Open the Public Hearing and ask the City Recorder to read the Rules of Order in their entirety and state the Rules of Order will apply to both Public Hearings this evening.
2. MAYOR: Request Staff Report
3. MAYOR: Invite Public Testimony from those in Favor, in Opposition, and ending with those Neutral to the proposed Ordinance.
4. MAYOR: Invite Council Discussion
5. MAYOR: Ask City Recorder to Read the Proposed Ordinance for the First Time by Title Only.
6. MAYOR: Announce that the Public Hearing is continued to January 4, 2023, at which time the proposed Ordinance is scheduled to be read a Second Time by Title Only and considered for Adoption.

EXPLANATION: The attached proposed Ordinance regulating camping on public property and prohibiting camping in certain areas was discussed in detail during the City Council Work Session that was held on Monday, November 14, 2022. This proposed Ordinance was drafted in response to recent federal court decisions and the Oregon Legislature’s enactment of HB 3115 during the 2021 legislative session. These court decisions and legislative action have significantly impacted the traditional manner in which cities regulate public property.

This proposed Ordinance will codify reasonable time, place, and manner regulations, aiming to preserve the ability of the City to manage our public spaces effectively for the benefit of the entire community.

The Public Hearing on this proposed Ordinance will be continued to January 4, 2023, at which time the Ordinance will be read for the second time and considered for adoption.

The City Manager recommends that the Council proceed with the First Reading by Title Only of the proposed Ordinance.

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: _____

RULES OF ORDER FOR A LEGISLATIVE PUBLIC HEARING

CITY RECORDER READS TO THE PUBLIC:

- A. The City Council will conduct two (2) Public Hearings this evening. The first is related to regulating camping on public property and prohibiting camping in certain areas and the second is related to a Franchise Agreement with Avista Utilities. These Rules of Order are applicable to both Public Hearings.
- B. These hearings are Legislative Hearings; therefore, Councilor ex parte or pre-hearing contact does not apply.
- C. Each hearing will proceed as follows:
 1. The Mayor will open the Public Hearing and request the Staff Report.
 2. The Mayor will then accept public testimony relating to the matter. There is a three minute time limit for testimony. The order of testimony this evening will begin with that of Proponents (those in favor), followed by Opponents (those opposed), and ending with those Neutral to the Ordinance.
 3. The proceedings are being electronically recorded, to be converted to written Minutes. When testifying, please step to the podium and **clearly print** your name and address on the speaker sign-in sheet. Please **state only** your name before addressing the Council.
 4. Members of the City Council may ask questions of the Staff or Hearing participants at any time. The Mayor will close the Public Testimony portion of the Hearing prior to Council deliberation.
 5. Subsequent to deliberation, the Mayor will close the Hearing.

CITY OF LA GRANDE
ORDINANCE NUMBER _____
SERIES 2023

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LA GRANDE, UNION COUNTY,
OREGON, REGULATING CAMPING ON PUBLIC PROPERTY AND PROHIBITING CAMPING IN
CERTAIN AREAS; AND DECLARING AN EFFECTIVE DATE**

WHEREAS, The City of La Grande desires to allow individuals and families that are temporarily experiencing the effects of homelessness to camp in relatively safe and sanitary locations while they are actively seeking access to stable and affordable housing; and,

WHEREAS, The City desires to establish codes related to camping in the City to allow for legal camping during reasonable time periods, while protecting sensitive areas of the City that are disproportionately impacted by the negative effects of such activity; and,

WHEREAS, The City desires to discourage camping in areas where such activities fundamentally undermine the public's ability to use that public property for its intended purpose and create unsafe and unsanitary living conditions, which can threaten the general health, welfare and safety of the City and its inhabitants; and,

WHEREAS, The City encourages the active participation of all concerned persons, organizations, businesses and public agencies to work in partnership with the City and the homeless community to address the short- and long-term impacts of homelessness in the community.

NOW, THEREFORE, THE CITY OF LA GRANDE ORDAINS AS FOLLOWS:

Section 1. TITLE. This Ordinance shall be known as the Camping on Public Property Ordinance of the City of La Grande.

Section 2. PURPOSE. It is found and declared that:

- A. From time-to-time persons establish campsites on sidewalks, public rights-of-way, under bridges, and so forth;
- B. Such persons, by such actions create unsafe and unsanitary living conditions which pose a threat to the peace, health, and safety of themselves and the community;
- C. Camping, lying, or sleeping on a playground or sports field fundamentally undermines the public's ability to use that public property for its intended purpose;
- D. Camping, lying, or sleeping on rights of way, or in a manner that obstructs sidewalks prevents the public's ability to use that public property for its intended purpose and can in some situations result in imminent threats to life;
- E. These regulations are meant strictly to regulate the use of publicly owned property, and are not intended to regulate activities on private property; and
- F. The enactment of this provision is necessary to protect the peace, health, and safety of the City and its inhabitants.

Section 3. DEFINITIONS. As used in this Ordinance, the following terms and phrases shall have the meaning set forth herein:

"Camp" or Camping means to pitch, erect, create, use, or occupy camp facilities for the purposes of habitation, as evidenced by the use of camp paraphernalia.

“Campsite” means any place where one or more persons have established temporary sleeping accommodations by use of camp facilities and/or camp paraphernalia.

“Camp Facilities” include, but are not limited to, tents, bivouacs, huts, other temporary or portable shelters, and vehicles or recreation vehicles as defined by ORS.

“Camp Paraphernalia” includes, but is not limited to, tarpaulins, cots, beds, sleeping bags, blankets, mattresses, hammocks, or other sleeping matter, or non-city designated cooking facilities and similar equipment.

“La Grande Commercial Historic District” has the meaning and boundary set forth in the National Register of Historic Places (see attached Appendix A),

“Parking Lot” means a developed location that is designated for parking motor vehicles, whether developed with asphalt, concrete, gravel, or other material.

“Public Property” means any real property or structure owned, leased or managed by a public agency, including public rights-of-way and utility easements. A public agency includes, but is not limited to the City of La Grande, Union County, Oregon Department of Transportation, La Grande School District and Eastern Oregon University.

“Store” or “Storage” means to put aside or accumulate for use when needed, to put for safekeeping, to place or leave in a location.

“Park Areas” means publicly owned grounds operated under the supervision of the Parks and Recreation Department whether within or outside of the corporate limits of the City of La Grande providing outdoor passive and active recreation opportunities.

Section 4. PROHIBITED CAMPING. This section’s regulations are meant strictly to regulate the use of public property within the City of La Grande and are not intended to regulate activities on private property.

- A. Except as expressly authorized by the City of La Grande Municipal Code, it shall be unlawful for any persons to establish or occupy a campsite at any time on the following Public property:
 1. All Park Areas;
 2. On sidewalks in a manner reducing the clear, continuous sidewalk width of less than five feet;
 3. All public property located within the boundaries of the La Grande Commercial Historic District, as shown in attached Appendix A;
- B. Except as expressly authorized by the City of La Grande Municipal Code, it shall be unlawful for any person to camp or maintain a campsite on any public property during the hours of 7:00 a.m. to 9:00 p.m.
- C. Except as expressly authorized by the City of La Grande Municipal Code, it shall be unlawful for any person to store personal property, including camp facilities and camp paraphernalia, on any public property during the hours of 7:00 a.m. to 9:00 p.m.
- D. Except as expressly authorized by the City of La Grande Municipal Code, it shall be unlawful to knowingly leave personal property unattended on public property during the hours of 7:00 a.m. to 9:00 p.m. Personal property left unattended may be removed and disposed by the City, in accordance with State law, if:
 1. The property poses an immediate threat to public health, safety or welfare; or

2. The property has been posted with a written notice in accordance with State law.
 3. Any property removed by the City shall be held and disposed of pursuant to State law if not claimed within 30-days after removal.
 - a. Individuals may claim their property, without a fee, by contacting the Police Department or Parks and Recreation Department within 30 days.
 - b. Items that have no apparent utility or are in unsanitary condition may be immediately discarded.
 - c. Weapons, controlled substances other than prescription medication and items that appear to be either stolen or evidence of a crime shall be retained and disposed of by the Police Department in accordance with applicable legal requirements for the property in question.
- E. Notwithstanding the provisions of this Chapter, the City Manager or designee may temporarily authorize camping or storage of personal property on public property by written order that specifies the period of time and location:
1. In the event of emergency circumstances;
 2. In conjunction with a special event permit; or
 3. Upon finding it to be in the public interest and consistent with City Council goals and policies.

Section 5. PENALTIES AND ENFORCEMENT.

- A. Violation of any provisions in this Ordinance is a Type I violation pursuant to the City of La Grande Enforcement Ordinance. Each day that a violation occurs will be considered a separate offense.
- B. In addition to any other penalties that may be imposed, any campsite used for overnight sleeping in a manner not authorized by this Ordinance or other provisions of this code shall constitute a public nuisance and may be abated in accordance with State law.

Section 6. SEVERABILITY. If any court of competent jurisdiction declares any Section of this Ordinance invalid, such decision shall be deemed to apply to that Section only, and shall not affect the validity of the Ordinance as a whole or any part thereof other than the part declared invalid.

Section 7. EFFECTIVE DATE. This Ordinance shall become effective thirty (30) days after its adoption by the City Council of the City of La Grande, Union County, Oregon and its approval by the Mayor; specifically, February 3, 2023.

ADOPTED AND APPROVED on this Fourth (4th) day of January, 2023, by _____
(____) of _____ (____) Councilors present and voting in the affirmative.

Stephen E. Clements, Mayor

ATTEST:

Stacey M. Stockhoff
Acting City Recorder

Appendix A

Roughly bounded by the U.P. Railroad tracks along Jefferson Avenue on the North; Greenwood Street and Hemlock Street on the East; Washington Avenue on the South; and Fourth Street on the West.



CITY of LA GRANDE

COUNCIL ACTION FORM

Council Meeting Date: December 7, 2022

PRESENTER: Robert A. Strobe, City Manager

COUNCIL ACTION: PUBLIC HEARING AND FIRST READING BY TITLE ONLY OF PROPOSED ORDINANCE RENEWING AVISTA UTILITIES FRANCHISE AGREEMENT

1. MAYOR: Open Public Hearing and note that the Rules of Order were already read in their entirety at the beginning of the previous hearing.
2. MAYOR: Request Staff Report
3. MAYOR: Invite Public Testimony from those in Favor, in Opposition, and ending with those Neutral to the proposed Ordinance.
4. MAYOR: Invite Council Discussion
5. MAYOR: Ask City Recorder to Read the Proposed Ordinance for the First Time by Title Only.
6. MAYOR: Announce that the Public Hearing is Continued to January 4, 2023, at which time the proposed Ordinance is scheduled to be read a Second Time by Title Only and considered for Adoption.

EXPLANATION: The existing Franchise Agreement between the City of La Grande and Avista Corporation, a Washington Corporation dba Avista Utilities, was approved in 2013 and is due to expire February 15, 2023. The current agreement works well for the parties and therefore rather than negotiate a new agreement, Staff is recommending renewing the current with no changes in language or terms beyond a new expiration date.

The City Manager recommends that the Council proceed with the First Reading by Title Only of the proposed Ordinance.

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: _____

RULES OF ORDER FOR A LEGISLATIVE PUBLIC HEARING

CITY RECORDER READS TO THE PUBLIC:

- A. The City Council will conduct two (2) Public Hearings this evening. The first is related to regulating camping on public property and prohibiting camping in certain areas and the second is related to a Franchise Agreement with Avista Utilities. These Rules of Order are applicable to both Public Hearings.
- B. These hearings are Legislative Hearings; therefore, Councilor ex parte or pre-hearing contact does not apply.
- C. Each hearing will proceed as follows:
 1. The Mayor will open the Public Hearing and request the Staff Report.
 2. The Mayor will then accept public testimony relating to the matter. There is a three minute time limit for testimony. The order of testimony this evening will begin with that of Proponents (those in favor), followed by Opponents (those opposed), and ending with those Neutral to the Ordinance.
 3. The proceedings are being electronically recorded, to be converted to written Minutes. When testifying, please step to the podium and **clearly print** your name and address on the speaker sign-in sheet. Please **state only** your name before addressing the Council.
 4. Members of the City Council may ask questions of the Staff or Hearing participants at any time. The Mayor will close the Public Testimony portion of the Hearing prior to Council deliberation.
 5. Subsequent to deliberation, the Mayor will close the Hearing.

CITY of LA GRANDE
ORDINANCE NUMBER _____
SERIES 202313

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LA GRANDE, ~~UNION COUNTY-OF UNION, STATE-OF~~ OREGON, AMENDING AND RESTATING ORDINANCE NUMBER ~~2983~~3205, SERIES 201304, IN ITS ENTIRETY, WHICH ORDINANCE GRANTED TO AVISTA CORPORATION, A WASHINGTON CORPORATION D/B/A AVISTA UTILITIES, ITS SUCCESSORS AND PERMITTED ASSIGNS, THE RIGHT, PRIVILEGE, AND FRANCHISE TO LAY AND CONSTRUCT, AND TO THEREAFTER OPERATE, MAINTAIN, REPAIR, AND REPLACE, A SYSTEM OF CONDUITS AND PIPELINES FOR THE TRANSMISSION, DISTRIBUTION, AND SALE OF GAS TO THE PUBLIC, TOGETHER WITH ANY NECESSARY FIXTURES OR APPURTENANCES THERETO, IN, UNDER, ALONG, AND/OR ACROSS THE STREETS, HIGHWAYS, OR OTHER PUBLIC WAYS IN THE CITY OF LA GRANDE, ~~UNION COUNTY, OF UNION, STATE-OF~~ OREGON; REPEALING ORDINANCE NUMBER ~~3205~~2983, —SERIES 201304, AND ALL OTHER ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; AND DECLARING AN EFFECTIVE DATE

WHEREAS, Avista Corporation, a Washington corporation d/b/a Avista Utilities (“Grantee”), whose address is 1411 East Mission Avenue, Spokane, Washington 99220, operates a system of conduits and pipelines for the transmission, distribution, and sale of gas to the public within the City of La Grande (“City”), an Oregon municipal corporation, whose address is 1000 Adams Avenue, La Grande, Oregon 97850, in accordance with the terms and conditions of Ordinance No. ~~3205~~2983, Series 201304 (the “Original Franchise”);

WHEREAS, ~~pursuant to Section 1 of the Original Franchise, City timely provided Grantee written notice (by letter dated May 17, 2011) that Avista and~~ City desired to amend the terms and conditions of the Original Franchise;

~~WHEREAS, Section 8 of the Original Franchise provides that City retains the right to renegotiate the franchise fee at each five-year renewal; and~~

WHEREAS, by the passage of this Ordinance No. _____, Series 202313 (this “Ordinance”), (a) City and Grantee hereby amend and restate the Original Franchise, (Ordinance 3205, Series 2013), in its entirety, and (b) City grants to Grantee the right and privilege to operate a system of conduits and pipelines for the transmission, distribution, and sale of gas to the public within City, subject to the terms and conditions contained in this Ordinance.

NOW, THEREFORE, THE CITY OF LA GRANDE ORDAINS AS FOLLOWS:

1. Franchise.

1.1 Grant of Franchise. Subject to the terms and conditions contained in this Ordinance, City grants to Grantee (and its successors and permitted assigns) the right, privilege, and franchise to lay and construct, and to thereafter operate, maintain, repair, and/or replace, a system of conduits and pipelines, together with such fixtures and appurtenances as Grantee may deem necessary or convenient in connection therewith, in, under, along, and/or across the public streets, highways, and/or alleys (collectively, the “Premises”) which are owned and/or controlled by City for the purpose of transmitting and/or distributing gas to the public for light, heat, fuel, power, and/or other lawful purposes. Grantee will enter into, onto, and/or over the Premises only for the purposes described in the immediately preceding sentence.

1.2 Franchise Non-Exclusive. The franchise granted by City under this Ordinance is and will be construed as a non-exclusive franchise. City reserves the right to grant franchises, licenses, permits, and/or other similar rights to other persons to use and/or place, erect, lay, maintain, and/or operate in, on, over, and/or under the Premises for similar or different purposes allowed under this Ordinance.

23. Location, Relocation, and Removal.

23.1 Location of Facilities. Grantee's system of conduits, pipelines, and other fixtures and/or appurtenances (collectively, "Facilities") installed by Grantee will be laid or installed so that the top of the Facilities will be a depth of not less than the following: (a) thirty-six (36) inches below the established or official finished grade of the Premises for all transmission lines; and (b) thirty (30) inches below the established or official finished grade of the Premises for all mainlines. If grades have not been established, the Facilities will be laid at a depth of not less than thirty (30) inches below the existing surface of the Premises. City reserves the right to change or establish the grade of any street or alley and to require Grantee to relocate any Facilities, at no cost and expense to City, so that the Facilities conform to the depths specified in this Section 23.1.

23.2 Relocation. Upon notification by City, Grantee will change the location of any Facilities as necessary (as reasonably determined by City) for the location or relocation of City's municipal water or sewer utilities and/or for other public works projects, at no cost and expense to City. Grantee will, after written notification by City to relay and/or relocate the Facilities, complete such work within sixty (60) days from the date of the notice, unless an agreement for a longer schedule is reached with City in writing prior to the expiration of the time frame within which said work is to be completed. Grantee's failure to comply with the time limitations provided under this Section 23.2 will constitute a breach by Grantee of this Ordinance and will result in a penalty of One Hundred Dollars (\$100.00) per day for each and every work day in excess of said time limitation, unless such penalty is excused by City's City Council or unless delay is due to causes beyond Grantee's reasonable control. City agrees, on its behalf, that in making any new location or relocation of any Facilities, it will, so far as the public interest justifies, take into consideration the location of Grantee's system, as established or platted and filed with City. If any moving and/or relocation work is done for or at the request of a private individual, entity, developer, or development, the costs of such moving or relocation work will be borne by the requesting private individual, entity, developer, or development. Nothing contained in this Ordinance will be construed in any way to prevent City from sewerage, grading, planking, rocking, paving, repairing, altering, and/or improving the Premises in and/or on which the Facilities are or will be placed.

23.3 Vacation. If, at any time City vacates any road, right-of-way, or other public property which is subject to rights granted under this Ordinance, such vacation will be subject to the granting of a perpetual easement in favor of Grantee, its successors and permitted assigns, for underground transmission and distribution lines and installations in place at the time of vacation and for the purpose of operating and maintaining such Facilities. Such vacation will, by its terms, expressly prohibit any use of the vacated properties which will interfere with Grantee's full enjoyment of rights under said easement.

23.4 Vegetation Management. Subject to the terms and conditions contained in this Agreement, Grantee will minimize encroaching (both above ground and below ground) vegetation which may interfere with or limit access to the Facilities, or pose a threat to public safety or welfare. Grantee may remove or limit the growth of vegetation which encroaches upon its Facilities within the Premises.

23.5 Removal of Abandoned Facilities. City may direct Grantee to remove abandoned Facilities from the Premises, at Grantee's cost and expense, whenever City reasonably determines that such removal is necessary for any of the following reasons: (a) an emergency; (b) the construction, repair, installation, and/or maintenance of any City or other public work or improvement; (c) the operations of City or other governmental entity in, on, or under the Premises requires the removal, relocation, change, and/or alteration of the Facilities; (d) the removal, relocation, change, and/or alteration is pursuant to a City improvement project; and/or (e) public necessity (as reasonably determined by City). Nothing contained in this Section 23.5 will be construed as a waiver or modification of Grantee's removal obligations under ORS 221.470, as amended, and/or any other applicable law.

23.6 Relocation Funds. If any federal, state, and/or other funds become available for utility relocating purposes concerning a qualifying public project, City will assist Grantee, at no cost and

expense to City, with the application for such funds if and to the extent City resources permit. Notwithstanding the immediately preceding sentence, City has no obligation to seek or locate federal, state, and/or other funds for utility locating purposes.

34. Construction, Installation, and Operation.

34.1 Facilities. City will exercise its commercially reasonable efforts to maintain, repair, and/or expand its streets or utility systems in a manner so as not to unreasonably obstruct, impair, and/or prevent free use of the Facilities. The Facilities will not interfere with City's water mains, sewer mains, telecommunications facilities, and/or any other municipal uses of the Premises. The Facilities will be located so not to unreasonably interfere with the public's use of the Premises. Grantee will maintain, at the Grantee's cost and expense, all Facilities in good and safe order and condition.

34.2 Construction Work.

34.2.1 Except in the case of an Emergency (as defined below), not less than ten (10) days prior to Grantee commencing (or causing any person to commence) any Construction Work (as defined below) within City, Grantee will (a) obtain all necessary right-of-way and/or construction permits concerning the proposed Construction Work, if any, (b) file with City maps, materials, documentation, a copy of the proposed work order, and any other information or documentation requested by City concerning the proposed Construction Work (including, without limitation, a description of the location of any Facilities), and (c) otherwise comply with the terms and conditions of the Right-of-Way Ordinance, namely Ordinance 2986, Series 2001.

34.2.2 If Grantee is required to perform any Construction Work due to the occurrence of an Emergency, Grantee will be required to comply with Section 34.2.1 (a) and (b) as soon as practicable (but in no event later than five days after the occurrence of the Emergency); provided, however, Grantee will remain required to perform any Emergency Construction Work in accordance with the Right-of-Way Ordinance. Grantee will conduct its operations and will perform all Construction Work, including, without limitation, any excavation and/or restoration work, in accordance with the following: (a) all Construction Work will be completed in a safe manner, taking into account all applicable traffic control rules and procedures; (b) all Construction Work will be completed so as to minimize disruption and interference of the Premises; (c) all Construction Work will be completed in accordance with this Ordinance and all applicable Legal Regulations (as defined below); and (d) all Construction Work will be completed in a good workmanlike manner.

34.2.3 City will be permitted to inspect any and all Construction Work and demand correction of any incomplete or improper Construction Work. For purposes of this Ordinance, the term "Construction Work" means any construction activity in, on, over, and/or under any Premises, including, without limitation, any excavation, maintenance, improvement, repair, extension, and/or relocation work; the term "Emergency" means a human created or natural event or circumstance that causes or threatens widespread loss of life, injury to person or property, human suffering, or significant financial loss. City's processing time for the review of any new mains or main replacements will not exceed thirty (30) days, unless a longer period of review is required due to causes beyond City's control.

34.3 Restoration of Premises. Grantee will maintain all street excavations for a period of five years at no cost to City. If Grantee disturbs and/or causes another to disturb the Premises, Grantee will, at Grantee's cost and expense, replace or restore the Premises to the same condition to which the Premises existed prior to the disruption as soon as practicable and without unreasonable delay. If Grantee fails to timely replace or restore the Premises to the same condition to which the Premises existed prior to the disruption, City may cause the replacement or restoration to be made at the expense of Grantee. Grantee will pay the City any and all costs and expenses incurred by City to replace or restore the Premises immediately on City's demand.

34.4 Restoration of Service. If Grantee's Facilities, or any part thereof, is partially or wholly destroyed or incapacitated, Grantee will use due diligence to restore the system to satisfactory service within the shortest practicable time.

45. Insurance and Indemnification.

45.1 Insurance. Grantee, at its cost and expense, will obtain and keep in full force and effect during the term of this Ordinance the following insurance coverage and their respective minimum limits: (a) workers' compensation insurance within statutory limits; (b) comprehensive general liability insurance with limits of not less than \$2,000,000 for bodily injury or death to each person, \$2,000,000 for property damage resulting from any one accident, and \$2,000,000 for all other types of liability; and (c) automobile liability insurance for all owned, non-owned, and hired vehicles that are or may be used by Grantee and its employees with limits of \$1,000,000 for each person, \$2,000,000 for each accident. Each liability insurance policy Grantee is required to obtain and maintain under this Section 45.1 will name City (and its officers and employees) as an additional insured. Grantee may not cancel, modify, terminate, and/or reduce in amount or scope the aforementioned insurance coverage without providing City thirty (30) days' prior written notice. Prior to City's execution and acceptance of this Ordinance, and at any other time thereafter within ten (10) days after City's written request, Grantee will provide City with certificates of insurance and endorsements evidencing Grantee's compliance with this Section 45.1. If at any time during the term of this Ordinance, the insurance amounts required under this Section 45.1 are less than that provided under the Oregon Tort Claims Act, or any successor statute, Grantee will increase the amounts of coverage to amounts not less than those provided under the Oregon Tort Claims Act, or any successor statute.

45.2 Grantee Indemnification. Grantee will defend, indemnify, and hold City, and each employee, officer, agent, contractor, and representative of City, harmless for, from, and against any and all claims, actions, proceedings, damages, liabilities, losses, and expenses of every kind, including, without limitation, attorney fees and costs, resulting from or arising out of, whether directly or indirectly, the following: (a) the acts or omissions of Grantee and/or its affiliates, officers, directors, members, managers, employees, agents, representatives, and/or contractors, whether such acts or omissions are authorized, allowed, or prohibited by this Ordinance; (b) damage, injury, and/or death to person or property caused directly or indirectly by Grantee and/or its affiliates, officers, directors, members, managers, employees, agents, representatives, and/or contractors; and/or (c) Grantee's breach and/or failure to perform any Grantee representation, warranty, covenant, and/or obligation under this Ordinance. Grantee's indemnification obligations provided in this Section 45.2 will survive the termination of this Ordinance.

45.3 City Indemnification. City will defend, indemnify, and hold Grantee, and each employee, officer, agent, contractor, and representative of Grantee, harmless for, from, and against any and all claims, actions, proceedings, damages, liabilities, losses, and expenses of every kind, including, without limitation, attorney fees and costs, resulting from or arising out of, whether directly or indirectly, City's breach and/or failure to perform any City representation, warranty, covenant, and/or obligation under this Ordinance. City's indemnification obligations provided in this Section 45.3 will survive the termination of this Ordinance.

56. Franchise Fees.

56.1 Payment of Franchise Fees.

56.1.1 In consideration of the rights, privileges, and franchise granted by City to Grantee under this Ordinance, Grantee will pay City five percent (5%) of Grantee's gross revenues derived from service to customers located within City (the "Franchise Fee"). Grantee will pay the Franchise Fee in quarterly installments, which quarterly installments will be due not later than thirty (30) days following the end of the quarter to which the payment relates. Except as otherwise provided under this Ordinance, the

term “gross revenue(s)” means any and all revenues received from operations within City, less net uncollectable; provided, however, the term “gross revenues” will not include proceeds from the sale of bonds, mortgages, or other evidence of indebtedness, securities or stocks, sales at wholesale to another utility (when the utility purchasing the service is not the ultimate customer), revenue paid directly by the United States of America (or any of its agencies), and/or revenues paid by City.

56.1.2 Contemporaneously with each quarterly payment, Grantee will file with City a sworn statement describing the total gross revenues Grantee received during the applicable quarter (the “Accounting Statement”). City’s acceptance of any payments under this Section 56.1 will not constitute a waiver by City of any Grantee breach of this Ordinance.

56.1.3 Notwithstanding anything contained in this Ordinance to the contrary, City may increase the Franchise Fee at any time and from time to time by providing Grantee ninety (90) days’ prior written notice if the franchise fee payable by Oregon Trail Electric Consumers Cooperative, Inc., an Oregon cooperative (“OTEC”), and/or its successor, under any OTEC franchise agreement with City is increased above five percent (5%); provided, however, any City increase to the Franchise Fee may not result in the Franchise Fee exceeding the lesser of seven percent (7%) or the percentage of gross revenues payable by OTEC under its franchise agreement with City.

56.2 Inspection of Books and Records. On ten (10) days’ advance written notice to Grantee, City may review such Grantee books, records, documentation, and/or information that City reasonably determines necessary or appropriate to audit an Accounting Statement and/or ascertain Grantee’s compliance with this Ordinance. Grantee will cooperate with City in conducting any inspection and/or audit and will correct any discrepancies affecting City’s interest in a prompt and efficient manner. If City’s audit determines that amounts due to City based on Grantee’s calculation of gross revenues deviates five percent (5%) or more in any one year from City’s calculation during the audit, Grantee will reimburse City for the costs of the audit. Grantee will keep all its books, records, documentation, and/or information at its Spokane, Washington headquarters.

67. Term of Franchise.

67.1 Term of Franchise. Subject to the terms and conditions contained in this Ordinance, this Ordinance (and the franchise granted hereunder) will be in full force and effect for the period commencing on the effective date of this Ordinance and ending ten (10) years thereafter. This Ordinance may be terminated at any time by the mutual written agreement of City and Grantee.

67.2 Termination for Cause. Notwithstanding anything contained in this Ordinance to the contrary, but subject to Grantee’s notice and cure rights as specified in Section 67.3, City may terminate this Ordinance by notice to Grantee upon the occurrence of any of the following events (each an “Event of Default”): (a) Grantee fails to comply with any applicable Legal Regulation relating to the use of the Premises; and/or (b) Grantee breaches and/or otherwise fails to perform any Grantee representation, warranty, covenant, and/or obligation contained in this Ordinance.

67.3 Prior Notice of Default. Prior to City’s termination of this Ordinance under Section 67.2, City will provide Grantee thirty (30) days’ prior written notice (the “Grantee Default Notice”) specifying with reasonable particularity the Event of Default(s) City believes exist. Commencing from Grantee’s receipt of the Grantee Default Notice, Grantee will have thirty (30) days to cure or remedy the Event of Default(s) before Grantee will be deemed in default of this Ordinance.

67.4 City Default. No City act or omission will be considered a default under this Ordinance unless and until City has received thirty (30) days’ prior written notice from Grantee specifying with reasonable particularity the nature of the default Grantee believes exist (the “City Default Notice”). Commencing from City’s receipt of the City Default Notice, City will have thirty (30) days to cure or remedy the alleged default (the “City Cure Period”) before City will be deemed in default of this

Ordinance. If City is unable to cure the default within the City Cure Period, City will not be deemed in default under this Ordinance if City begins correction of the default within the City Cure Period and thereafter proceeds with reasonable diligence and in good faith to ~~effect~~affect the remedy as soon as practicable.

67.5 Remedies. If a party breaches or otherwise fails to perform any of its terms, covenants, conditions, and/or obligations under this Ordinance, the non-defaulting party may, in addition to any other remedy provided to the non-defaulting party under this Ordinance, pursue any and all remedies available to the non-defaulting party at law or in equity. All available remedies are cumulative and may be exercised singularly or concurrently.

78. Miscellaneous.

78.1 Assignment or Transfer of Franchise. Grantee will not assign or transfer in any manner whatsoever any interest in or to the franchise created by this Ordinance and/or all or substantially all its Facilities located within City unless and until the following conditions are met: (a) the grantee, assignee, or transferee agrees in writing (in form and substance satisfactory to City) to assume and abide by the terms and conditions contained in this Ordinance; and (b) Grantee provides City ninety (90) days' prior written notice of the proposed assignment or transfer and City provides prior written consent of the proposed assignment or transfer. Subject to the terms and conditions contained in this Section 78.1, this Ordinance will be binding on the parties and their respective heirs, executors, administrators, successors, and assigns and will inure to their benefit. No provision of this Ordinance may be modified, waived, or discharged unless such waiver, modification, or discharge is agreed to in writing by City. No waiver of either party at any time of the breach of, or lack of compliance with, any conditions or provisions of this Ordinance will be deemed a waiver of other provisions or conditions hereof.

78.2 Severability. Each provision contained in this Ordinance will be treated as a separate and independent provision. The unenforceability of any one provision will in no way impair the enforceability of any other provision contained herein. Any reading of a provision causing unenforceability will yield to a construction permitting enforcement to the maximum extent permitted by applicable law.

78.3 Attorney Fees. With respect to any dispute relating to this Ordinance, or if a suit, action, arbitration, or other proceeding of any nature whatsoever is instituted to interpret or enforce the provisions of this Ordinance, including, without limitation, any proceeding under the U.S. Bankruptcy Code and involving issues peculiar to federal bankruptcy law or any action, suit, arbitration, or proceeding seeking a declaration of rights or rescission, the prevailing party will be entitled to recover from the losing party its reasonable attorney fees, paralegal fees, expert fees, and all other fees, costs, and expenses incurred in connection therewith, as determined by the judge or arbitrator at trial, arbitration, or other proceeding, or on any appeal or review, in addition to all other amounts provided by law.

78.4 Governing Law. This Ordinance is subject to any and all applicable federal, state, and local laws, rules, regulations, codes, and ordinances, including, without limitation, any City charter, ordinances, resolutions, codes, standards, and regulations, all as now in force and/or which may hereafter be amended, modified, enacted, or promulgated (individually and collectively, the "Legal Regulation(s)"). Any action or proceeding arising out of or concerning this Ordinance will be litigated in courts located in Union County, Oregon or the United States District Court for the District of Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Union County, Oregon or the United States District Court for the District of Oregon.

78.5 Action by the Parties. In any action mandated or permitted by City or Grantee under this Ordinance, such party will act in a reasonable, expeditious, and timely manner. Whenever the approval or consent of either City or Grantee is required under this Ordinance, such consent will not be unreasonably withheld, conditioned, or delayed.

78.6 Compliance with Laws. Grantee will comply with any and all applicable Legal Regulations, both generally and in connection with Grantee's performance of its obligations arising out of or under this Ordinance. The rights and privileges granted by City to Grantee under this Ordinance extend only to the extent of City's right or authority to grant a franchise to occupy and use the Premises for the Facilities.

78.7 Person and Interpretation. For purposes of this Ordinance, the term "person" means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other entity. All pronouns contained herein and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The words "include," "includes," and "including" are not limiting. The word "or" is not exclusive. Reference to "days" means calendar days, with any deadline falling on a day other than a business day being extended to the next business day.

78.8 Original Franchise. Grantee and City acknowledge and agree that the term of the Original Franchise is extended to the day immediately preceding the effective date of this Ordinance. This Ordinance replaces and supersedes the Original Franchise in its entirety; provided, however, City may continue its prosecution of any violation of the Original Franchise now in effect. Notwithstanding anything contained in this Ordinance to the contrary, the termination of the franchise granted under this Ordinance, regardless of how it occurs, will not relieve a party of any obligations that have accrued before termination.

78.9 Notices. All notices or other communications required or permitted by this Ordinance (a) must be in writing (and signed by the party to be bound), (b) must be delivered to the parties at the addresses set forth above, or any other address that a party may designate by notice to the other parties, and (c) will be considered delivered (i) upon actual receipt if delivered personally, by fax, or by a nationally recognized overnight delivery service (with confirmation of delivery), or (ii) at the end of the third business day after the date of deposit in the United States mail, postage pre-paid, certified, return receipt requested.

78.10 Dispute Resolution.

78.10.1 The parties will attempt in good faith to resolve any controversy or claim arising out of or relating to this Ordinance (a "Dispute") by prompt negotiations between authorized representatives of each party. Either party may request in writing a meeting (to be held in person or telephonically) to initiate negotiations to be held within ten (10) days after the other party's receipt of such request, at a mutually agreed time and place. If the matter is not resolved within fifteen (15) days after the parties' first meeting, the parties will refer the matter to the senior officials of their respective organizations, who will have the authority to settle the Dispute.

78.10.2 If the Dispute is not resolved within forty-five (45) days after the date the Dispute was referred to the senior officials, either party may initiate binding arbitration by providing written notice to the other party of the party's intent to initiate binding arbitration under this Section 78.10. Any arbitration will take place in La Grande, Oregon, unless another location is mutually agreed to by the parties. Except as expressly provided in this Section 78.10, the arbitration will be conducted pursuant to the then-current rules of the Arbitration Service of Portland, Inc. or such other rules the parties may mutually agree.

78.10.3 If the parties agree on an arbitrator, the arbitration will be held before the arbitrator selected by the parties. If the parties do not agree on an arbitrator, each party will designate an arbitrator and the arbitration will be held before a third arbitrator selected by the designated arbitrators. Each arbitrator will be an attorney knowledgeable in the areas of business and municipal law.

~~7~~8.10.4 The arbitrator's award will be made within nine months after the date of the notice of intention to arbitrate and the arbitrator will agree to comply with this schedule before accepting appointment. However, this time limit may be extended by agreement of the parties or by the arbitrator, if necessary. The resolution of any Dispute as determined by the arbitrator will be binding on the parties and judgment upon the award rendered may be entered in any court having jurisdiction. A party may seek from a court an order to compel arbitration, or any other interim relief or provisional remedies, pending an arbitrator's resolution of any controversy or claim. The prevailing party in the arbitration will be entitled to recover from the other party all expenses incurred in connection with the arbitration, including, without limitation, attorney fees.

~~7~~8.11 Expenses. Notwithstanding anything contained in this Ordinance to the contrary, Grantee will bear any and all fees, costs, and expenses incurred or arising out of Grantee's performance of its obligations under this Ordinance. The termination of this Ordinance, regardless of how it occurs, will not relieve a party of any obligations that have accrued before termination.

~~7~~8.12 Acceptance by Grantee. Within thirty (30) days after City's passage of this Ordinance, Grantee will file with City the written acceptance attached hereto as Exhibit A (the "Acceptance"). If Grantee fails to timely file the Acceptance with City, the franchise granted under this Ordinance (and the rights granted to Grantee herein) will be null and void and will be repealed by City in all respects.

8. Effective Date.

8.1 Effective Date.

This Ordinance will become effective thirty (30) days after its adoption by the City Council of the City of La Grande, Union County, Oregon, and its approval by the Mayor, specifically ~~February 15, 2013~~ February 3, 2023.

ADOPTED AND APPROVED on this ~~Sixteenth~~ Fourth (~~16th~~ 4th) day of January, 20~~13~~ 23, by _____ (____) of _____ (____) Councilors present and voting in the affirmative.

~~APPROVED this Sixteenth (16th) day of January, 2013.~~

Stephen E. Clements,
Mayor

ATTEST:

Stacey M. Stockhoff
Acting City Recorder

EXHIBIT A

Acceptance by Avista Corporation

The forgoing Ordinance No. _____, Series 20213, adopted by the City of La Grande on _____, ~~2013~~ this Fourth (4th) day of January, 2023, consisting of ~~eight (8)~~ nine pages, is approved, accepted, and agreed upon by Avista Corporation, a Washington corporation d/b/a Avista Utilities, in all respects.

Avista Corporation
a Washington corporation d/b/a Avista Utilities

By: _____
Its: _____

CITY of LA GRANDE
ORDINANCE NUMBER _____
SERIES 2023

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LA GRANDE, UNION COUNTY, OREGON, AMENDING AND RESTATING ORDINANCE NUMBER 3205, SERIES 2013, IN ITS ENTIRETY, WHICH ORDINANCE GRANTED TO AVISTA CORPORATION, A WASHINGTON CORPORATION D/B/A AVISTA UTILITIES, ITS SUCCESSORS AND PERMITTED ASSIGNS, THE RIGHT, PRIVILEGE, AND FRANCHISE TO LAY AND CONSTRUCT, AND TO THEREAFTER OPERATE, MAINTAIN, REPAIR, AND REPLACE, A SYSTEM OF CONDUITS AND PIPELINES FOR THE TRANSMISSION, DISTRIBUTION, AND SALE OF GAS TO THE PUBLIC, TOGETHER WITH ANY NECESSARY FIXTURES OR APPURTENANCES THERETO, IN, UNDER, ALONG, AND/OR ACROSS THE STREETS, HIGHWAYS, OR OTHER PUBLIC WAYS IN THE CITY OF LA GRANDE, UNION COUNTY, OREGON; REPEALING ORDINANCE NUMBER 3205, SERIES 2013, AND ALL OTHER ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND DECLARING AN EFFECTIVE DATE

WHEREAS, Avista Corporation, a Washington corporation d/b/a Avista Utilities (“Grantee”), whose address is 1411 East Mission Avenue, Spokane, Washington 99220, operates a system of conduits and pipelines for the transmission, distribution, and sale of gas to the public within the City of La Grande (“City”), an Oregon municipal corporation, whose address is 1000 Adams Avenue, La Grande, Oregon 97850, in accordance with the terms and conditions of Ordinance No. 3205, Series 2013 (the “Original Franchise”);

WHEREAS, Avista and City desire to amend the terms and conditions of the Original Franchise;

WHEREAS, by the passage of this Ordinance No. _____, Series 2023 (this “Ordinance”), (a) City and Grantee hereby amend and restate the Original Franchise, (Ordinance 3205, Series 2013), in its entirety, and (b) City grants to Grantee the right and privilege to operate a system of conduits and pipelines for the transmission, distribution, and sale of gas to the public within City, subject to the terms and conditions contained in this Ordinance.

NOW, THEREFORE, THE CITY OF LA GRANDE ORDAINS AS FOLLOWS:

1. Franchise.

1.1 Grant of Franchise. Subject to the terms and conditions contained in this Ordinance, City grants to Grantee (and its successors and permitted assigns) the right, privilege, and franchise to lay and construct, and to thereafter operate, maintain, repair, and/or replace, a system of conduits and pipelines, together with such fixtures and appurtenances as Grantee may deem necessary or convenient in connection therewith, in, under, along, and/or across the public streets, highways, and/or alleys (collectively, the “Premises”) which are owned and/or controlled by City for the purpose of transmitting and/or distributing gas to the public for light, heat, fuel, power, and/or other lawful purposes. Grantee will enter into, onto, and/or over the Premises only for the purposes described in the immediately preceding sentence.

1.2 Franchise Non-Exclusive. The franchise granted by City under this Ordinance is and will be construed as a non-exclusive franchise. City reserves the right to grant franchises, licenses, permits, and/or other similar rights to other persons to use and/or place, erect, lay, maintain, and/or operate in, on, over, and/or under the Premises for similar or different purposes allowed under this Ordinance.

2. Location, Relocation, and Removal.

2.1 Location of Facilities. Grantee's system of conduits, pipelines, and other fixtures and/or appurtenances (collectively, "Facilities") installed by Grantee will be laid or installed so that the top of the Facilities will be a depth of not less than the following: (a) thirty-six (36) inches below the established or official finished grade of the Premises for all transmission lines; and (b) thirty (30) inches below the established or official finished grade of the Premises for all mainlines. If grades have not been established, the Facilities will be laid at a depth of not less than thirty (30) inches below the existing surface of the Premises. City reserves the right to change or establish the grade of any street or alley and to require Grantee to relocate any Facilities, at no cost and expense to City, so that the Facilities conform to the depths specified in this Section 2.1.

2.2 Relocation. Upon notification by City, Grantee will change the location of any Facilities as necessary (as reasonably determined by City) for the location or relocation of City's municipal water or sewer utilities and/or for other public works projects, at no cost and expense to City. Grantee will, after written notification by City to relay and/or relocate the Facilities, complete such work within sixty (60) days from the date of the notice, unless an agreement for a longer schedule is reached with City in writing prior to the expiration of the time frame within which said work is to be completed. Grantee's failure to comply with the time limitations provided under this Section 2.2 will constitute a breach by Grantee of this Ordinance and will result in a penalty of One Hundred Dollars (\$100.00) per day for each and every work day in excess of said time limitation, unless such penalty is excused by City's City Council or unless delay is due to causes beyond Grantee's reasonable control. City agrees, on its behalf, that in making any new location or relocation of any Facilities, it will, so far as the public interest justifies, take into consideration the location of Grantee's system, as established or platted and filed with City. If any moving and/or relocation work is done for or at the request of a private individual, entity, developer, or development, the costs of such moving or relocation work will be borne by the requesting private individual, entity, developer, or development. Nothing contained in this Ordinance will be construed in any way to prevent City from sewerage, grading, planking, rocking, paving, repairing, altering, and/or improving the Premises in and/or on which the Facilities are or will be placed.

2.3 Vacation. If, at any time City vacates any road, right-of-way, or other public property which is subject to rights granted under this Ordinance, such vacation will be subject to the granting of a perpetual easement in favor of Grantee, its successors and permitted assigns, for underground transmission and distribution lines and installations in place at the time of vacation and for the purpose of operating and maintaining such Facilities. Such vacation will, by its terms, expressly prohibit any use of the vacated properties which will interfere with Grantee's full enjoyment of rights under said easement.

2.4 Vegetation Management. Subject to the terms and conditions contained in this Agreement, Grantee will minimize encroaching (both above ground and below ground) vegetation which may interfere with or limit access to the Facilities, or pose a threat to public safety or welfare. Grantee may remove or limit the growth of vegetation which encroaches upon its Facilities within the Premises.

2.5 Removal of Abandoned Facilities. City may direct Grantee to remove abandoned Facilities from the Premises, at Grantee's cost and expense, whenever City reasonably determines that such removal is necessary for any of the following reasons: (a) an emergency; (b) the construction, repair, installation, and/or maintenance of any City or other public work or improvement; (c) the operations of City or other governmental entity in, on, or under the Premises requires the removal, relocation, change, and/or alteration of the Facilities; (d) the removal, relocation, change, and/or alteration is pursuant to a City improvement project; and/or (e) public necessity (as reasonably determined by City). Nothing contained in this Section 2.5 will be construed as a waiver or modification of Grantee's removal obligations under ORS 221.470, as amended, and/or any other applicable law.

2.6 Relocation Funds. If any federal, state, and/or other funds become available for utility relocating purposes concerning a qualifying public project, City will assist Grantee, at no cost and expense to City, with the application for such funds if and to the extent City resources permit.

Notwithstanding the immediately preceding sentence, City has no obligation to seek or locate federal, state, and/or other funds for utility locating purposes.

3. Construction, Installation, and Operation.

3.1 Facilities. City will exercise its commercially reasonable efforts to maintain, repair, and/or expand its streets or utility systems in a manner so as not to unreasonably obstruct, impair, and/or prevent free use of the Facilities. The Facilities will not interfere with City's water mains, sewer mains, telecommunications facilities, and/or any other municipal uses of the Premises. The Facilities will be located so not to unreasonably interfere with the public's use of the Premises. Grantee will maintain, at the Grantee's cost and expense, all Facilities in good and safe order and condition.

3.2 Construction Work.

3.2.1 Except in the case of an Emergency (as defined below), not less than ten (10) days prior to Grantee commencing (or causing any person to commence) any Construction Work (as defined below) within City, Grantee will (a) obtain all necessary right-of-way and/or construction permits concerning the proposed Construction Work, if any, (b) file with City maps, materials, documentation, a copy of the proposed work order, and any other information or documentation requested by City concerning the proposed Construction Work (including, without limitation, a description of the location of any Facilities), and (c) otherwise comply with the terms and conditions of the Right-of-Way Ordinance, namely Ordinance 2986, Series 2001.

3.2.2 If Grantee is required to perform any Construction Work due to the occurrence of an Emergency, Grantee will be required to comply with Section 3.2.1 (a) and (b) as soon as practicable (but in no event later than five days after the occurrence of the Emergency); provided, however, Grantee will remain required to perform any Emergency Construction Work in accordance with the Right-of-Way Ordinance. Grantee will conduct its operations and will perform all Construction Work, including, without limitation, any excavation and/or restoration work, in accordance with the following: (a) all Construction Work will be completed in a safe manner, taking into account all applicable traffic control rules and procedures; (b) all Construction Work will be completed so as to minimize disruption and interference of the Premises; (c) all Construction Work will be completed in accordance with this Ordinance and all applicable Legal Regulations (as defined below); and (d) all Construction Work will be completed in a good workmanlike manner.

3.2.3 City will be permitted to inspect any and all Construction Work and demand correction of any incomplete or improper Construction Work. For purposes of this Ordinance, the term "Construction Work" means any construction activity in, on, over, and/or under any Premises, including, without limitation, any excavation, maintenance, improvement, repair, extension, and/or relocation work; the term "Emergency" means a human created or natural event or circumstance that causes or threatens widespread loss of life, injury to person or property, human suffering, or significant financial loss. City's processing time for the review of any new mains or main replacements will not exceed thirty (30) days, unless a longer period of review is required due to causes beyond City's control.

3.3 Restoration of Premises. Grantee will maintain all street excavations for a period of five years at no cost to City. If Grantee disturbs and/or causes another to disturb the Premises, Grantee will, at Grantee's cost and expense, replace or restore the Premises to the same condition to which the Premises existed prior to the disruption as soon as practicable and without unreasonable delay. If Grantee fails to timely replace or restore the Premises to the same condition to which the Premises existed prior to the disruption, City may cause the replacement or restoration to be made at the expense of Grantee. Grantee will pay the City any and all costs and expenses incurred by City to replace or restore the Premises immediately on City's demand.

3.4 Restoration of Service. If Grantee's Facilities, or any part thereof, is partially or wholly destroyed or incapacitated, Grantee will use due diligence to restore the system to satisfactory service within the shortest practicable time.

4. Insurance and Indemnification.

4.1 Insurance. Grantee, at its cost and expense, will obtain and keep in full force and effect during the term of this Ordinance the following insurance coverage and their respective minimum limits: (a) workers' compensation insurance within statutory limits; (b) comprehensive general liability insurance with limits of not less than \$2,000,000 for bodily injury or death to each person, \$2,000,000 for property damage resulting from any one accident, and \$2,000,000 for all other types of liability; and (c) automobile liability insurance for all owned, non-owned, and hired vehicles that are or may be used by Grantee and its employees with limits of \$1,000,000 for each person, \$2,000,000 for each accident. Each liability insurance policy Grantee is required to obtain and maintain under this Section 4.1 will name City (and its officers and employees) as an additional insured. Grantee may not cancel, modify, terminate, and/or reduce in amount or scope the aforementioned insurance coverage without providing City thirty (30) days' prior written notice. Prior to City's execution and acceptance of this Ordinance, and at any other time thereafter within ten (10) days after City's written request, Grantee will provide City with certificates of insurance and endorsements evidencing Grantee's compliance with this Section 4.1. If at any time during the term of this Ordinance, the insurance amounts required under this Section 4.1 are less than that provided under the Oregon Tort Claims Act, or any successor statute, Grantee will increase the amounts of coverage to amounts not less than those provided under the Oregon Tort Claims Act, or any successor statute.

4.2 Grantee Indemnification. Grantee will defend, indemnify, and hold City, and each employee, officer, agent, contractor, and representative of City, harmless for, from, and against any and all claims, actions, proceedings, damages, liabilities, losses, and expenses of every kind, including, without limitation, attorney fees and costs, resulting from or arising out of, whether directly or indirectly, the following: (a) the acts or omissions of Grantee and/or its affiliates, officers, directors, members, managers, employees, agents, representatives, and/or contractors, whether such acts or omissions are authorized, allowed, or prohibited by this Ordinance; (b) damage, injury, and/or death to person or property caused directly or indirectly by Grantee and/or its affiliates, officers, directors, members, managers, employees, agents, representatives, and/or contractors; and/or (c) Grantee's breach and/or failure to perform any Grantee representation, warranty, covenant, and/or obligation under this Ordinance. Grantee's indemnification obligations provided in this Section 4.2 will survive the termination of this Ordinance.

4.3 City Indemnification. City will defend, indemnify, and hold Grantee, and each employee, officer, agent, contractor, and representative of Grantee, harmless for, from, and against any and all claims, actions, proceedings, damages, liabilities, losses, and expenses of every kind, including, without limitation, attorney fees and costs, resulting from or arising out of, whether directly or indirectly, City's breach and/or failure to perform any City representation, warranty, covenant, and/or obligation under this Ordinance. City's indemnification obligations provided in this Section 4.3 will survive the termination of this Ordinance.

5. Franchise Fees.

5.1 Payment of Franchise Fees.

5.1.1 In consideration of the rights, privileges, and franchise granted by City to Grantee under this Ordinance, Grantee will pay City five percent (5%) of Grantee's gross revenues derived from service to customers located within City (the "Franchise Fee"). Grantee will pay the Franchise Fee in quarterly installments, which quarterly installments will be due not later than thirty (30) days following the end of the quarter to which the payment relates. Except as otherwise provided under this Ordinance, the term "gross revenue(s)" means any and all revenues received from operations within City, less net uncollectable; provided, however, the term "gross revenues" will not include proceeds from the sale of bonds, mortgages, or other evidence of indebtedness, securities or stocks, sales at wholesale to another utility (when the utility purchasing the service is not the ultimate customer), revenue paid directly by the United States of America (or any of its agencies), and/or revenues paid by City.

5.1.2 Contemporaneously with each quarterly payment, Grantee will file with City a sworn statement describing the total gross revenues Grantee received during the applicable quarter (the "Accounting Statement"). City's acceptance of any payments under this Section 5.1 will not constitute a waiver by City of any Grantee breach of this Ordinance.

5.1.3 Notwithstanding anything contained in this Ordinance to the contrary, City may increase the Franchise Fee at any time and from time to time by providing Grantee ninety (90) days' prior written notice if the franchise fee payable by Oregon Trail Electric Consumers Cooperative, Inc., an Oregon cooperative ("OTEC"), and/or its successor, under any OTEC franchise agreement with City is increased above five percent (5%); provided, however, any City increase to the Franchise Fee may not result in the Franchise Fee exceeding the lesser of seven percent (7%) or the percentage of gross revenues payable by OTEC under its franchise agreement with City.

5.2 Inspection of Books and Records. On ten (10) days' advance written notice to Grantee, City may review such Grantee books, records, documentation, and/or information that City reasonably determines necessary or appropriate to audit an Accounting Statement and/or ascertain Grantee's compliance with this Ordinance. Grantee will cooperate with City in conducting any inspection and/or audit and will correct any discrepancies affecting City's interest in a prompt and efficient manner. If City's audit determines that amounts due to City based on Grantee's calculation of gross revenues deviates five percent (5%) or more in any one year from City's calculation during the audit, Grantee will reimburse City for the costs of the audit. Grantee will keep all its books, records, documentation, and/or information at its Spokane, Washington headquarters.

6. Term of Franchise.

6.1 Term of Franchise. Subject to the terms and conditions contained in this Ordinance, this Ordinance (and the franchise granted hereunder) will be in full force and effect for the period commencing on the effective date of this Ordinance and ending ten (10) years thereafter. This Ordinance may be terminated at any time by the mutual written agreement of City and Grantee.

6.2 Termination for Cause. Notwithstanding anything contained in this Ordinance to the contrary, but subject to Grantee's notice and cure rights as specified in Section 6.3, City may terminate this Ordinance by notice to Grantee upon the occurrence of any of the following events (each an "Event of Default"): (a) Grantee fails to comply with any applicable Legal Regulation relating to the use of the Premises; and/or (b) Grantee breaches and/or otherwise fails to perform any Grantee representation, warranty, covenant, and/or obligation contained in this Ordinance.

6.3 Prior Notice of Default. Prior to City's termination of this Ordinance under Section 6.2, City will provide Grantee thirty (30) days' prior written notice (the "Grantee Default Notice") specifying with reasonable particularity the Event of Default(s) City believes exist. Commencing from Grantee's receipt of the Grantee Default Notice, Grantee will have thirty (30) days to cure or remedy the Event of Default(s) before Grantee will be deemed in default of this Ordinance.

6.4 City Default. No City act or omission will be considered a default under this Ordinance unless and until City has received thirty (30) days' prior written notice from Grantee specifying with reasonable particularity the nature of the default Grantee believes exist (the "City Default Notice"). Commencing from City's receipt of the City Default Notice, City will have thirty (30) days to cure or remedy the alleged default (the "City Cure Period") before City will be deemed in default of this Ordinance. If City is unable to cure the default within the City Cure Period, City will not be deemed in default under this Ordinance if City begins correction of the default within the City Cure Period and thereafter proceeds with reasonable diligence and in good faith to affect the remedy as soon as practicable.

6.5 Remedies. If a party breaches or otherwise fails to perform any of its terms, covenants, conditions, and/or obligations under this Ordinance, the non-defaulting party may, in addition to any other

remedy provided to the non-defaulting party under this Ordinance, pursue any and all remedies available to the non-defaulting party at law or in equity. All available remedies are cumulative and may be exercised singularly or concurrently.

7. Miscellaneous.

7.1 Assignment or Transfer of Franchise. Grantee will not assign or transfer in any manner whatsoever any interest in or to the franchise created by this Ordinance and/or all or substantially all its Facilities located within City unless and until the following conditions are met: (a) the grantee, assignee, or transferee agrees in writing (in form and substance satisfactory to City) to assume and abide by the terms and conditions contained in this Ordinance; and (b) Grantee provides City ninety (90) days' prior written notice of the proposed assignment or transfer and City provides prior written consent of the proposed assignment or transfer. Subject to the terms and conditions contained in this Section 7.1, this Ordinance will be binding on the parties and their respective heirs, executors, administrators, successors, and assigns and will inure to their benefit. No provision of this Ordinance may be modified, waived, or discharged unless such waiver, modification, or discharge is agreed to in writing by City. No waiver of either party at any time of the breach of, or lack of compliance with, any conditions or provisions of this Ordinance will be deemed a waiver of other provisions or conditions hereof.

7.2 Severability. Each provision contained in this Ordinance will be treated as a separate and independent provision. The unenforceability of any one provision will in no way impair the enforceability of any other provision contained herein. Any reading of a provision causing unenforceability will yield to a construction permitting enforcement to the maximum extent permitted by applicable law.

7.3 Attorney Fees. With respect to any dispute relating to this Ordinance, or if a suit, action, arbitration, or other proceeding of any nature whatsoever is instituted to interpret or enforce the provisions of this Ordinance, including, without limitation, any proceeding under the U.S. Bankruptcy Code and involving issues peculiar to federal bankruptcy law or any action, suit, arbitration, or proceeding seeking a declaration of rights or rescission, the prevailing party will be entitled to recover from the losing party its reasonable attorney fees, paralegal fees, expert fees, and all other fees, costs, and expenses incurred in connection therewith, as determined by the judge or arbitrator at trial, arbitration, or other proceeding, or on any appeal or review, in addition to all other amounts provided by law.

7.4 Governing Law. This Ordinance is subject to any and all applicable federal, state, and local laws, rules, regulations, codes, and ordinances, including, without limitation, any City charter, ordinances, resolutions, codes, standards, and regulations, all as now in force and/or which may hereafter be amended, modified, enacted, or promulgated (individually and collectively, the "Legal Regulation(s)"). Any action or proceeding arising out of or concerning this Ordinance will be litigated in courts located in Union County, Oregon or the United States District Court for the District of Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Union County, Oregon or the United States District Court for the District of Oregon.

7.5 Action by the Parties. In any action mandated or permitted by City or Grantee under this Ordinance, such party will act in a reasonable, expeditious, and timely manner. Whenever the approval or consent of either City or Grantee is required under this Ordinance, such consent will not be unreasonably withheld, conditioned, or delayed.

7.6 Compliance with Laws. Grantee will comply with any and all applicable Legal Regulations, both generally and in connection with Grantee's performance of its obligations arising out of or under this Ordinance. The rights and privileges granted by City to Grantee under this Ordinance extend only to the extent of City's right or authority to grant a franchise to occupy and use the Premises for the Facilities.

7.7 Person and Interpretation. For purposes of this Ordinance, the term "person" means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust,

unincorporated organization, government or governmental agency or political subdivision, or any other entity. All pronouns contained herein and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The words "include," "includes," and "including" are not limiting. The word "or" is not exclusive. Reference to "days" means calendar days, with any deadline falling on a day other than a business day being extended to the next business day.

7.8 Original Franchise. Grantee and City acknowledge and agree that the term of the Original Franchise is extended to the day immediately preceding the effective date of this Ordinance. This Ordinance replaces and supersedes the Original Franchise in its entirety; provided, however, City may continue its prosecution of any violation of the Original Franchise now in effect. Notwithstanding anything contained in this Ordinance to the contrary, the termination of the franchise granted under this Ordinance, regardless of how it occurs, will not relieve a party of any obligations that have accrued before termination.

7.9 Notices. All notices or other communications required or permitted by this Ordinance (a) must be in writing (and signed by the party to be bound), (b) must be delivered to the parties at the addresses set forth above, or any other address that a party may designate by notice to the other parties, and (c) will be considered delivered (i) upon actual receipt if delivered personally, by fax, or by a nationally recognized overnight delivery service (with confirmation of delivery), or (ii) at the end of the third business day after the date of deposit in the United States mail, postage pre-paid, certified, return receipt requested.

7.10 Dispute Resolution.

7.10.1 The parties will attempt in good faith to resolve any controversy or claim arising out of or relating to this Ordinance (a "Dispute") by prompt negotiations between authorized representatives of each party. Either party may request in writing a meeting (to be held in person or telephonically) to initiate negotiations to be held within ten (10) days after the other party's receipt of such request, at a mutually agreed time and place. If the matter is not resolved within fifteen (15) days after the parties' first meeting, the parties will refer the matter to the senior officials of their respective organizations, who will have the authority to settle the Dispute.

7.10.2 If the Dispute is not resolved within forty-five (45) days after the date the Dispute was referred to the senior officials, either party may initiate binding arbitration by providing written notice to the other party of the party's intent to initiate binding arbitration under this Section 7.10. Any arbitration will take place in La Grande, Oregon, unless another location is mutually agreed to by the parties. Except as expressly provided in this Section 7.10, the arbitration will be conducted pursuant to the then-current rules of the Arbitration Service of Portland, Inc. or such other rules the parties may mutually agree.

7.10.3 If the parties agree on an arbitrator, the arbitration will be held before the arbitrator selected by the parties. If the parties do not agree on an arbitrator, each party will designate an arbitrator and the arbitration will be held before a third arbitrator selected by the designated arbitrators. Each arbitrator will be an attorney knowledgeable in the areas of business and municipal law.

7.10.4 The arbitrator's award will be made within nine months after the date of the notice of intention to arbitrate and the arbitrator will agree to comply with this schedule before accepting appointment. However, this time limit may be extended by agreement of the parties or by the arbitrator, if necessary. The resolution of any Dispute as determined by the arbitrator will be binding on the parties and judgment upon the award rendered may be entered in any court having jurisdiction. A party may seek from a court an order to compel arbitration, or any other interim relief or provisional remedies, pending an arbitrator's resolution of any controversy or claim. The prevailing party in the arbitration will be entitled to recover from the other party all expenses incurred in connection with the arbitration, including, without limitation, attorney fees.

7.11 Expenses. Notwithstanding anything contained in this Ordinance to the contrary, Grantee will bear any and all fees, costs, and expenses incurred or arising out of Grantee's performance of its obligations under this Ordinance. The termination of this Ordinance, regardless of how it occurs, will not relieve a party of any obligations that have accrued before termination.

7.12 Acceptance by Grantee. Within thirty (30) days after City's passage of this Ordinance, Grantee will file with City the written acceptance attached hereto as Exhibit A (the "Acceptance"). If Grantee fails to timely file the Acceptance with City, the franchise granted under this Ordinance (and the rights granted to Grantee herein) will be null and void and will be repealed by City in all respects.

8. Effective Date.

8.1 Effective Date. This Ordinance will become effective thirty (30) days after its adoption by the City Council of the City of La Grande, Union County, Oregon, and its approval by the Mayor, specifically February 3, 2023.

ADOPTED AND APPROVED on this Fourth (4th) day of January, 2023, by _____
(____) of _____ (____) Councilors present and voting in the affirmative.

Stephen E. Clements, Mayor

ATTEST:

Stacey M. Stockhoff
Acting City Recorder

EXHIBIT A

Acceptance by Avista Corporation

The forgoing Ordinance No. _____, Series 2023, adopted by the City of La Grande on this Fourth (4th) day of January, 2023, consisting of eight (8) pages, is approved, accepted, and agreed upon by Avista Corporation, a Washington corporation d/b/a Avista Utilities, in all respects.

Avista Corporation
a Washington corporation d/b/a Avista Utilities

By: _____
Its: _____

CITY of LA GRANDE
COUNCIL ACTION FORM

Council Meeting Date: **December 7, 2022**

PRESENTER: **Robert Strope, City Manager**

COUNCIL ACTION: **CONSIDER RESOLUTION ADJUSTING TRANSIENT ROOM TAX ALLOCATION**

1. MAYOR: Request Staff Report
2. MAYOR: Invite Public Comments
3. MAYOR: Invite Council Discussion
4. MAYOR: Entertain Motion

Suggested Motion: I move that the proposed Resolution adjusting Transient Room Tax (TRT) Allocations be read by Title Only, Put to a Vote, and Passed as presented (or amended).

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: In 2008, the La Grande City Council passed a Resolution identifying the percentage of Transient Room Tax (TRT) revenues required to be expended to fund tourism promotion or tourism related facilities as 50.7%. In reviewing the ORS and records in response to a Public Records request, it has been determined that the percentage of TRT revenues from the City's 5% local transient lodging tax revenues expended to fund tourism promotion or tourism related facilities by Union County Tourism used should have been 53.3%. Additionally, 70% of revenues from the subsequent 1% increase in local lodging tax also must be used for those purposes.

To assure compliance with the ORS, all TRT allocations subject to this requirement were reviewed, from July 2, 2003, through June 30, 2022. For the period July 2, 2003 to June 30, 2021, the City's actual revenues expended for tourism promotion or on tourism-related facilities totaled **\$30,493 more than required**. However, the budgeted revenues for FY 2021-2022, which are used to allocate funds to the Chamber and City Parks, were substantially lower than the actual revenues received, bringing the cumulative amount required to be expended to **\$119,231 less than the ORS 320.350 required amount**. The City will need to allocate the \$119,231 to tourism promotion or tourism related facilities to remain in compliance. This can be done during the FY 2023-2024 Budget process.

The proposed Resolution allocates at least 53.3% of the pre-July 2, 2003, 5% and 70% of the post-July 2, 2003, 1% projected TRT collections for tourism promotion or tourism related facilities as required by the ORS and provides for ongoing reviews of the amounts allocated and adjustments to remain in compliance.

The City Manager recommends passage of the proposed Resolution 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: _____

CITY OF LA GRANDE
RESOLUTION NUMBER _____
SERIES 2022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA GRANDE, OREGON, ESTABLISHING CRITERIA FOR THE ALLOCATION OF TRANSIENT ROOM TAX RECEIPTS AND REPRESENTATION ON THE UNION COUNTY TOURISM BOARD OF DIRECTORS; AND REPEALING RESOLUTION NUMBER ~~4375~~4533, SERIES ~~2008~~2004, AND ALL OTHER RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH

WHEREAS, an Ordinance has been adopted establishing collection and allocation of a Transient Room Tax (TRT) imposed within the City of La Grande, Oregon; and,

~~WHEREAS, according to Resolution number 4375, Series 2001, the City Council of the City of La Grande, Oregon, had agreed to dedicate sixty percent (60%) of the TRT collections to be disbursed to Tourism; and,~~

~~WHEREAS, according to Resolution number 4375, Series 2001, the City Council of the City of La Grande, Oregon, had allocated forty-five percent (45%) of the TRT collections to be disbursed to Union County Tourism (UCT) and fifteen percent (15%) of the TRT collections to Blue Mountain Conference Center; and,~~

WHEREAS, ORS 320.350 Tax moratorium; exceptions; uses of revenues, states that cities may not decrease the percentage of total local transient lodging tax revenues that are actually expended to fund tourism promotion or tourism-related facilities on or after July 2, 2003; and,

WHEREAS, the City Council of the City of La Grande, Oregon, desires to retain the maximum level of flexibility for use of TRT funds within the parameters of ORS 320.350; and,

WHEREAS, the City Council of the City of La Grande, Oregon, on or before July 1, 2003 imposed a 5% local transient lodging tax; and,

WHEREAS, the City Council of the City of La Grande, Oregon, ~~in 2008, has~~ determined that the actual percentage of TRT revenues expended to fund tourism promotion or tourism related facilities by Union County Tourism was 50.7% on July 2, 2003; and,

WHEREAS, the City Council of the City of La Grande, Oregon, adopted Ordinance Number 3188, Series 2010, increasing the local transient lodging tax by an additional 1%; and,

WHEREAS, ORS 320.350, requires that at least 70% of new or increased lodging taxes imposed after on or after July 2, 2003, be expended to fund tourism promotion or tourism-related facilities on or after July 2, 2003; and,

WHEREAS, the City Council of the City of La Grande, Oregon, has now, determined that the actual percentage of TRT revenues from the City's 5% local transient lodging tax revenues expended to fund tourism promotion or tourism related facilities by Union County Tourism was 53.3% on July 2, 2003; and,

WHEREAS, the City Council of the City of La Grande, Oregon, has determined that during the period July 2, 2003 and June 30, 2022, the City's actual revenues expended for tourism promotion or on tourism-related facilities based on 53.3% of the 5% pre-July 2, 2003 and 70% of the 1% post-July 2, 2003 local lodging tax revenues totaled \$119,231 less than the ORS 320.350 required amount; and,

WHEREAS, the City Council of the City of La Grande, Oregon, desires to support tourism within the City of La Grande, Oregon and other tourism activities that benefit the City of La Grande, Oregon, to include an allocation to City Parks which meet the definition of a Tourism-Related Facility, ~~to include the Blue Mountain Conference Center and Union County Tourism~~; and,

WHEREAS, the City Council of the City of La Grande, Oregon, desires that recipients of TRT funds enter into separate agreements with the City of La Grande; and,

RESOLUTION NUMBER _____
SERIES 202208
Page (2)

WHEREAS, the City Council of the City of La Grande, Oregon, has determined that the separate agreements are adequate to fulfill the requirements of both ORS 320.350 and the Ordinance requirement to establish guidelines for the use and accounting of funds on an annual basis by the City Council;

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

a. Resolution Number ~~45334375~~, Series ~~20082004~~, and all other Resolutions or parts of Resolutions in conflict herewith shall be and hereby are repealed.

b. The City Council of the City of La Grande, Oregon, shall allocate on an annual basis at least ~~50.753.3%~~ of the ~~pre-July 2, 2003 5% and 70% of the post-July 2, 2003 1%~~ projected TRT collections and distribute said funds in accordance with agreements between the City of La Grande, Oregon, and users of the TRT revenues, including an allocation for City Parks which meet the definition of a Tourism Related Facility.

c. The City Manager shall report to the City Council of the City of La Grande, Oregon, on an annual basis the actual amount of TRT revenues collected and the actual amount of TRT revenues expended in accordance with ORS 320.350 for the previous fiscal year. If the actual percentage of TRT revenues expended is less than the percentage required by ORS 320.350, the City Council shall designate specific uses for those funds for tourism promotion or tourism facilities to assure compliance with the requirements in the ORS. If the actual percentage of TRT revenues expended is more than the percentage required by ORS 320.350, the City Council may reduce the amount allocated for tourism promotion or tourism facilities provide the amount allocated assures compliance with the requirements in the ORS.

d. A processing fee of three percent (3%) will be assessed against TRT collections for each Fiscal Year and retained in the General Fund to cover the costs of administering the program.

~~PASSED and EFFECTIVE on this sixteenth (16th) Day of July, 2008, by _____~~
~~of _____ Councilors present and voting in the affirmative.~~

ATTEST:

Alexandra Norgan-Lund
City Recorder

~~RESOLUTION NUMBER _____~~
~~SERIES 202208~~
~~Page (3)~~

_____ PASSED and EFFECTIVE ON this Seventh (7th) day of December, 2022, 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:

Stacey M. Stockhoff
Acting City Recorder

**CITY OF LA GRANDE
RESOLUTION NUMBER _____
SERIES 2022**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA GRANDE, OREGON, ESTABLISHING CRITERIA FOR THE ALLOCATION OF TRANSIENT ROOM TAX RECEIPTS AND REPRESENTATION ON THE UNION COUNTY TOURISM BOARD OF DIRECTORS; AND REPEALING RESOLUTION NUMBER 4533, SERIES 2008, AND ALL OTHER RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH

WHEREAS, an Ordinance has been adopted establishing collection and allocation of a Transient Room Tax (TRT) imposed within the City of La Grande, Oregon; and,

WHEREAS, ORS 320.350 Tax moratorium; exceptions; uses of revenues, states that cities may not decrease the percentage of total local transient lodging tax revenues that are actually expended to fund tourism promotion or tourism-related facilities on or after July 2, 2003; and,

WHEREAS, the City Council of the City of La Grande, Oregon, desires to retain the maximum level of flexibility for use of TRT funds within the parameters of ORS 320.350; and,

WHEREAS, the City Council of the City of La Grande, Oregon, on or before July 1, 2003 imposed a 5% local transient lodging tax; and,

WHEREAS, the City Council of the City of La Grande, Oregon, in 2008, determined that the actual percentage of TRT revenues expended to fund tourism promotion or tourism related facilities by Union County Tourism was 50.7% on July 2, 2003; and,

WHEREAS, the City Council of the City of La Grande, Oregon, adopted Ordinance Number 3188, Series 2010, increasing the local transient lodging tax by an additional 1%; and,

WHEREAS, ORS 320.350, requires that at least 70% of new or increased lodging taxes imposed after on or after July 2, 2003, be expended to fund tourism promotion or tourism-related facilities on or after July 2, 2003; and,

WHEREAS, the City Council of the City of La Grande, Oregon, has now, determined that the actual percentage of TRT revenues from the City's 5% local transient lodging tax revenues expended to fund tourism promotion or tourism related facilities by Union County Tourism was 53.3% on July 2, 2003; and,

WHEREAS, the City Council of the City of La Grande, Oregon, has determined that during the period July 2, 2003 and June 30, 2022, the City's actual revenues expended for tourism promotion or on tourism-related facilities based on 53.3% of the 5% pre-July 2, 2003 and 70% of the 1% post-July 2, 2003 local lodging tax revenues totaled \$119,231 less than the ORS 320.350 required amount; and,

WHEREAS, the City Council of the City of La Grande, Oregon, desires to support tourism within the City of La Grande, Oregon and other tourism activities that benefit the City of La Grande, Oregon, to include an allocation to City Parks which meet the definition of a Tourism-Related Facility; and,

WHEREAS, the City Council of the City of La Grande, Oregon, desires that recipients of TRT funds enter into separate agreements with the City of La Grande; and,

WHEREAS, the City Council of the City of La Grande, Oregon, has determined that the separate agreements are adequate to fulfill the requirements of both ORS 320.350 and the Ordinance requirement to establish guidelines for the use and accounting of funds on an annual basis by the City Council;

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

a. Resolution Number 4533, Series 2008, and all other Resolutions or parts of Resolutions in conflict herewith shall be and hereby are repealed.

b. The City Council of the City of La Grande, Oregon, shall allocate on an annual basis at least 53.3% of the pre-July 2, 2003 5% and 70% of the post-July 2, 2003 1% projected TRT collections and distribute said funds in accordance with agreements between the City of La Grande, Oregon, and users of the TRT revenues, including an allocation for City Parks which meet the definition of a Tourism Related Facility.

c. The City Manager shall report to the City Council of the City of La Grande, Oregon, on an annual basis the actual amount of TRT revenues collected and the actual amount of TRT revenues expended in accordance with ORS 320.350 for the previous fiscal year. If the actual percentage of TRT revenues expended is less than the percentage required by ORS 320.350, the City Council shall designate specific uses for those funds for tourism promotion or tourism facilities to assure compliance with the requirements in the ORS. If the actual percentage of TRT revenues expended is more than the percentage required by ORS 320.350, the City Council may reduce the amount allocated for tourism promotion or tourism facilities provide the amount allocated assures compliance with the requirements in the ORS.

d. A processing fee of three percent (3%) will be assessed against TRT collections for each Fiscal Year and retained in the General Fund to cover the costs of administering the program.

PASSED and EFFECTIVE ON this Seventh (7th) day of December, 2022, 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:

Stacey M. Stockhoff
Acting City Recorder

CITY of LA GRANDE
COUNCIL ACTION FORM

Council Meeting Date: December 7, 2022

PRESENTER: Robert Strope, City Manager

COUNCIL ACTION: **CONSIDER APPROVING FUNDING FOR CONSULTING WORK TO EVALUATE CURRENT OPIOID RELATED PROGRAMS AND NEEDS**

1. MAYOR: Request Staff Report
2. MAYOR: Invite Public Comments
3. MAYOR: Invite Council Discussion
4. MAYOR: Entertain Motion

Suggested Motion: I move that up to \$15,000 of the City's Opioid Settlement Funds be allocated to fund consulting work and authorize the City Manager to take all associated required actions as presented (or amended).

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

EXPLANATION: The City of La Grande received \$16,140 in July of Opioid Settlement funds. Union County is also receiving settlement payments. This is the first payment of settlement. Additional payments will continue for the next eighteen (18) years at a diminishing amount. The funds must be used for certain purposes related to the opioid crisis. The City convened a meeting in September with representatives from multiple agencies/organizations with roles in dealing with opioids, including Union County, Center for Human Development (CHD), La Grande School District, and the Safe Communities Coalition. The purpose of the meeting was to discuss how the funds might be utilized and what process might be used to determine the allocation and use. The consensus of the group was the City and County funds should be combined and the group would develop a joint recommendation to the two governing bodies regarding the use for consideration.

Considerable time was spent brainstorming and one of the most pressing needs in the community is a Respite Detox facility. Creating and operating such a facility would be a significant undertaking and it was suggested that a separate working group be formed just to address this need. Other ideas for what the funds could be used for and how to determine who would make those decisions were also discussed. A second meeting with an expanded group of attendees was held in November to continue the discussion. The agenda from that meeting which includes a summary of the first meeting and a document prepared by CHD is attached for your information. The consensus at the second meeting was the first step should be determining what programs were currently in place and what gaps exist in those programs that might be filled using settlement funds. It was also apparent that such a study would require outside help as none of the participants were equipped to perform the study. One option was to contract with a group such as Northeast Oregon Network (NEON) to perform the work. It was determined that the City Manager would request funding from the La Grande City Council for this study. The working group, following the results of the study, would then present a joint recommendation to the City Council and Union County Commissioners for how to use the settlement funds moving forward.

Additionally, it was determined that Commissioner Matt Scarfo would request funding from the Union County Commissioners to fund a planning effort related to the creation of a Respite Detox facility using County settlement funds. This effort would be conducted separately and with a smaller group, but as part of a coordinated effort with the larger working group.

The action before the City Council is to approve the use of the City's settlement funds to conduct the study so an informed decision can be made regarding the future use of settlement funds to best address the impacts of the opioid crisis and prevent future substance misuse in La Grande and Union County. If the funding is approved, the working group will develop a scope of work and select a consultant to perform the work. The City Manager would enter into the agreement on behalf of the City and administer the agreement.

The City Manager recommends approval of the funding request 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: _____

La Grande and Union County Opioid Settlement Working Group

Meeting Agenda

Wednesday November 9, 2022

3:00 p.m. to 4:30 p.m.

La Grande City Hall Council Chambers

Introductions

Brief summary of prior meeting and purpose of the group

The consensus was to combine the funds received by the City of La Grande and Union County. Current funds for 2022 from the first payment are approximately \$40,000 (18 years of decreasing payments). A working group made up of those who have an active role in the dealing with the impacts of Opioids will develop a unified recommendation for the use of the funds, within the restrictions of the settlement, and present it to the Union County Commissioners and La Grande City Council for consideration. Those in attendance were asked to suggest additional partners and Robert Strobe was asked to facilitate the meetings. Attached is a handout provided by CHD at the first meeting.

Organizational:

- Should we appoint a chair, vice chair, secretary (to keep minutes)?
- Finalize Working Group membership
- Frequency of the meetings?

Some of the ideas/questions/comments from the first meeting were:

- Use must comply with the requirements of the settlement.
- Do the funds have to be used on an annual basis or can they be held and combined for a larger project/use? Is there a date where they all have to be expended?
- Should we create an annual “grant” program and have groups submit funding requests? Who would administer such a program?
- The use should be long-term impact driven.
- There is a real need for a respite detox facility/space—can the funds help create this? If we build it, can we find funds to operate it? (A smaller planning group to develop a path forward for the creation and ongoing funding of a respite detox facility was suggested.)
- Should we use some of the funds for a “big ticket” item and some for focused, targeted efforts?
- Could we borrow funds against the future settlement payments to do a larger project now?
- What additional information do we need? Data?
- How do we decide what to recommend?

Next Steps/Brainstorming:

- Do we form a separate planning group for the respite detox center or not? If so, should we identify that group and let them move forward or do we keep that discussion within this group?
- Do we intend to develop a recommendation, present it, then this working group is done assuming the recommendation is accepted? (probably can't answer this yet, but should be on the radar)

Next Meeting Date:

Adjourn (4:30)



Opium Settlement Funding: Recommendations for Union County Investments

Background:

Oregon, like many other states across our nation is in the midst of an addiction and drug overdose crisis driven largely by pharmaceutical and illicit opioids like fentanyl alongside other substances including alcohol, methamphetamine and benzodiazepines. Since 2000, a steep increase in prescribing opioids for pain has paralleled an increase in overdose deaths, hospitalizations and treatment admissions. According to a recent report from the National Survey on Drug Use and Health (NSDUH), nationally Oregon ranks:

- 1st in prescription opioid misuse
- 2nd in the country for substance use disorder
- 50th in access to treatment
- 18% of Oregonians need but do not receive treatment¹

Union County's rate of prescription opioid fills remains **consistently higher than the state average**, with 24% of the County's residents receiving an opioid prescription at a rate of 240 prescription fills per 1,000 residents.² The number of Medicaid members with a primary opioid use disorder (OUD) has remained high in recent years,³ and all communities in Union County are witnessing an alarming increase in opioid overdose and rates of opioid use disorder.

Research has shown addiction is both preventable and treatable. Over the last several years there have been critical investments made toward comprehensive approaches that address the impacts of the opioid crisis in Union County including the State Opioid Response funding awarded to Center for Human Development, 2018-2021; OHSU Extension Coast to Forest Hub funded through SAMHSA's Rural Opioid Technical Assistant grant, and NEON's Rural Communities Opioid Response Program (RCORP) HRSA grant.

As part of the national settlement, Union County will receive funding over a period of 18 years, much of which will be expected to arrive in the first 2-3 years. Investments to address the opioid crisis will require continued collaboration across systems and across the continuum of care (prevention, treatment and recovery) with a focus on efforts highlighted in the resolution:

- Ensuring timely access to behavioral health interventions
- Supporting safe prescribing and alternative pain care
- Access to medications for opioid use disorder (MOUD)
- Harm reduction efforts; low barrier SUD services
- Supporting a focus on education and prevention of opioid misuse and abuse; and
- Supporting innovative public health/public safety approaches that address the needs of our justice-involved population.

Guiding Principles: The below recommendations for county investment of opioid settlement funding are built upon these guiding principles:

- **Equity:** Prioritize strategies grounded in racial and health equity that work to eliminate disparities in health outcomes and the conditions that influence them.
- **Investments in Primary Prevention Yield High Returns:** Addiction is a developmental disorder that can begin in adolescence, sometimes as early as childhood, and can be mitigated by preventing and increasing the age of initiation among youth.⁴
- **Data Driven Interventions:** Data is used to identify health equity zones and populations at greatest risk with the goals of decreasing harms and overdose deaths caused by opioids.

- **Engage Community Partners:** Through meaningful engagement, Union County has a coordinated system of providers working to align goals and improve care coordination for those affected by opioids.
- **Decrease Stigma through Cultural Change:** Work to shift society’s negative attitudes toward people with substance use disorders including system-level stigma caused by policies and dominant cultural norms.
- **Leverage Community Resources:** A successful, locally-driven response requires collaboration and sharing resources between multiple agencies dedicated to taking action against the harms of opioids in our community.

Strategy and Engagement Recommendations:

- Engage an already established substance prevention coalition, consisting of multi-disciplinary representation from Union County, to provide recommendations for investments of county settlement funding. The group that is chosen to play this role would be tasked with identifying “programs that use evidence-based or evidence-informed strategies (addressing) opioid use disorders and any co-occurring substance use disorders or mental health conditions”⁵.
- Coordinate investments with the City of La Grande who should also be receiving opioid settlement funding.

Recommendations for County Investments:

- 1) **Union County Behavioral Health Resource Network (BHRN)** low barrier SUD and harm reduction services including naloxone (Narcan) distribution.
- 2) **Union County Safe Community Coalition (UCSCC)** upstream SUD prevention efforts.
- 3) “Fire house” model of **Mobile Crisis Services** for both mental health and SUD crisis; including a crisis stabilization unit/sobering center.
- 4) Evidence based prevention programs for children focused on reducing/addressing ACES and building protective factors in youth to support a culture where substances are not the norm. One example is **Sources of Strength**, an evidence-based program designed to harness the power of peer social networks to change unhealthy norms and culture, ultimately preventing bullying, substance use and suicide.⁶
- 5) **Parenting education programs**, including funding a full-time parent education coordinator to coordinate existing opportunities and to deliver evidence-based curriculum countywide.
- 6) **Teen drop-in center** currently championed by the Union County Youth Alliance utilizing evidence-based or evidence-informed strategies.
- 7) Increase access to behavioral health programs and services in schools specifically through investments in **Health Network for Rural Schools** and both the **La Grande and Union School Based Health Centers**.⁷
- 8) **Union County Treatment Court and Behavioral Health Court** provides early identification and intervention in the cycle of addiction and severe and persistent mental illness (SPMI). Offers a preventive alternative for substance users and/or those with SPMI by replacing traditional court responses of incarceration for non- violent offenders, by providing a rapid response of treatment and supportive services to halt the adverse effects of substance abuse and SPMI.

1) SAMHSA, National Survey on Drug Use and Health: Model-Based Prevalence Estimates, 2019-2020.

2) Oregon Health Authority, [Opioid Data Dashboard](#), Accessed 4/10/22

3) Eastern Oregon Coordinated Care Organization (EOCCO) Medicaid Claims Data. Accessed 4/14/22

4) Every \$1 invested in effective substance use prevention programs will result in savings of between \$2 and \$20. Prevention Works: Community Anti-Drug Coalitions of America (CADCA)

5) <https://olis.oregonlegislature.gov/liz/2022R1/Downloads/MeasureDocument/HB4098/Enrolled>

6) <https://sourcesofstrength.org/>

7) <https://www.chdinc.org/school-based-health-centers>

CITY of LA GRANDE
COUNCIL ACTION FORM

Council Meeting Date: **December 7, 2022**

PRESENTER: Steve Clements, Mayor

COUNCIL ACTION: CONSIDER AMENDING THE CITY MANAGER’S EMPLOYMENT AGREEMENT

- 1. MAYOR: Request Staff Report
- 2. MAYOR: Invite Public Comments
- 3. MAYOR: Invite Council Discussion
- 4. MAYOR: Entertain Motion

Suggested Motion: I move that the City Manager’s Employment Agreement be revised to increase Mr. Strope’s requirement to provide the City notice prior to retiring or resigning in exchange for increased severance as presented (or amended).

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

EXPLANATION: During the meeting between the City Council and the City Manager in the fall of 2021, Mr. Strope indicated he was considering retirement in the next few years. This generated a discussion regarding the timing and amount of notice that he would provide the City. Concerns were raised regarding whether or not the City would have sufficient time to find a replacement depending on how much notice was given. The current employment agreement between the City and Mr. Strope requires that he provide thirty (30) days-notice prior to resigning. The agreement also requires the City to pay Mr. Strope severance, including medical benefits if he is terminated while he is still willing and able to perform his duties. The amount of severance was originally three (3) months, with an additional month for each year of service up to six (6) months. Mr. Strope will complete fifteen (15) years of service to the City in January, 2023. Mr. Strope indicated he would be willing to increase the required notice he provides from thirty (30) days to one hundred twenty (120) days, provided the City would increase the number of months from six (6) to twelve (12), which has become fairly common for City Manager agreements. This would assure the City has adequate time to recruit a replacement. (Note: Mr. Strope’s agreement has been amended a number of times during his tenure to include voluntary pay freezes, revised vacation accruals and other minor language changes, some of which are no longer relevant so if this action is approved, the agreement will be updated to reflect the cumulative revisions.)

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
COUNCIL ACTION FORM

Council Meeting Date: December 7, 2022

PRESENTER: Steve Clements, Mayor

COUNCIL ACTION: CONSIDER APPOINTING CITIZEN TO THE PARKING, TRAFFIC SAFETY, AND STREET MAINTENANCE ADVISORY COMMISSION

- 1. MAYOR: Explain Vacancy
- 2. MAYOR: Entertain Motion

Suggested Motion: I move that Vivian Young be appointed to the **Parking, Traffic Safety, and Street Maintenance Advisory Commission** for the remainder of a three-year term, expiring December 31, 2024.

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

EXPLANATION: The seven-member **Parking, Traffic Safety and Street Maintenance Advisory Commission** meets on an as needed basis and recommends policy changes to the City Council.

This Commission currently has three vacancies; three are due to the expiration of a term. One vacancy is for the remainder of a one-year term, expiring on December 31, 2022; two vacancies are for the remainder of a three-year term, expiring on December 31, 2024.

Ms. Young has not previously served on any Commissions or Committees.

Current seated members and the expiration of their terms are: Corrine Dutto, 2023; Daniel Hagert, 2024; Bruce Kevan, 2022; and Rod Sands, 2023. All terms expire on December 31, of the year indicated.

Staff has verified the applicant meets residency requirements and is eligible to serve on this Commission.

The appointment of **Ms. Young** would leave two seats vacant on this Commission, for which Staff will continue to advertise.

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

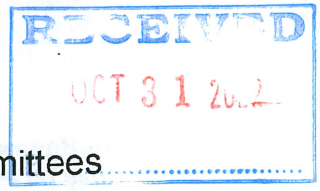
Effective Date: _____

Ordinance Adopted

First Reading: _____

Second Reading: _____

Effective Date: _____



CITY of LA GRANDE

Application for Boards, Advisory Commissions and Committees

Name: Vivian Young

Street Address: _____ Mailing Address: same

Preferred Phone Number: _____ Alternate Number: _____

Email Address: _____

City of La Grande Resident? Yes No City Employee? Yes No

Have you previously served on any of the City's Boards/Advisory Commissions/Committees? Yes No

If yes, which one(s) and when? _____

Applications will be retained for 90 days, after which you will need to complete a new application for consideration to fill a vacancy.

Applying for: Please indicate your preferences by putting a number in the box next to those on which you would like to serve ~ 1 for your first choice, 2 for your second, etc.,—you may serve on two (2) plus the Budget Committee.

On how many Commissions, other than the Budget Committee, do you wish to serve? One Two

<input type="checkbox"/> Air Quality	<input type="checkbox"/> Building Board of Appeals	<input checked="" type="checkbox"/> Parking, Traffic Safety, and Street Maintenance	<input type="checkbox"/> Parks and Recreation
<input type="checkbox"/> Arts	<input type="checkbox"/> Community Landscape and Forestry		
<input type="checkbox"/> Budget Committee			

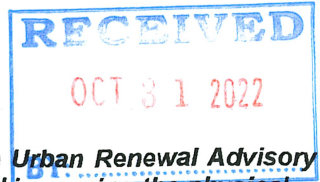
The following Advisory Commissions have specific requirements and expectations. Please initial on the line in front of the Advisory Commission for which you are applying to indicate that you meet and agree to these requirements and expectations.

Landmarks *Members appointed to the Landmarks Advisory Commission shall have a demonstrated interest, competence, or knowledge of historic preservation. At least three (3) members should be professionals from the disciplines of history, archaeology, planning, law, architecture or architectural history. An individual appointed to the Landmarks Advisory Commission shall be resident of the City or a property owner within the Historic District of the City of La Grande, Oregon; except that two (2) such members may be residents of Union County.*

Library *Chapter 357 of Oregon Revised Statutes requires that a public library be governed by a Library Advisory Commission. Commission members shall be individuals who are actively interested in Library services and programs, and in all instances, serve as advocates for the Cook Memorial Library, its services and programs. The five (5) Commissioners shall serve four-year (4-year) terms.*

Planning *Members of the Planning Commission are required to complete an annual Statement of Economic Interest, to be submitted to the Oregon Government Ethics Commission. ORS 227.020 provides the authority for the creation of a Planning Commission. The Commission renders final decisions in connection with certain land use procedures, unless appealed to the City Council. All five (5) members of the Commission shall reside within the Urban Growth Boundary, but only one (1) may reside outside the City limits. A member of the Planning Commission may serve no more than two (2) consecutive terms, but may again be considered for appointment after one (1) year of nonparticipation on the Commission.*

Union County Tourism Advisory Committee *City appointed members to this Advisory Committee shall be either the owner or manager of a large lodging property in La Grande, or the owner or manager of a La Grande retail business or restaurant.*



Urban Renewal Advisory Commission (URAC) *An individual appointed to the Urban Renewal Advisory Commission shall be actively interested in curing and preventing conditions of blight and improving the physical, economic and social conditions within the Urban Renewal District. Members shall be residents of La Grande; or the owner of real property or a business located in the Urban Renewal District; or an elected official or highest appointed official of a taxing jurisdiction impacted by Urban Renewal. Additionally, two Commissioners must own or manage a business (though it does not need to be located in the Urban Renewal District)*

For URAC ONLY: Do you: Own a property(ies) or business(es) in the La Grande Urban Renewal District?

Yes No

If yes: Name of business: _____ Address: _____

Do you: Own or manage a business(es)?

Yes No

If yes: Name of business: _____ Address: _____

Are you an elected official or highest appointed official of a taxing jurisdiction impacted by Urban Renewal?

Yes No

If yes: Name of Jurisdiction: _____ Position: _____

Please indicate why you are volunteering and what makes you a good candidate to serve. Please include any special training, experience, education, and/or qualifications you may have that are unique or specific to the Advisory Commission/Committee for which you are applying. (Please attach no more than one additional typewritten page).

I am a resident of La Grande, drive the streets, and I notice things. I think I can contribute positively to making streets safer.
I am a retired teacher.
I like learning.
I plan to listen a lot and learn before I start making too many suggestions.

PLEASE RETURN YOUR COMPLETED APPLICATION TO: Kayla Brainerd, Assistant to the City Manager, or Stacey Stockhoff, Acting City Recorder; 1000 Adams Avenue/P. O. Box 670; FAX (541) 963-3333
