



# CITY OF LA PINE, OREGON

## REGULAR CITY COUNCIL MEETING

Wednesday, October 23, 2024, 5:30 p.m.

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

Available online via Zoom: <https://us02web.zoom.us/j/83388579462>

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

*The Regular City Council meeting is a business meeting of the elected members of the La Pine City Council, in which matters that have come before the City in application, or legislatively/judicially by process can be acted upon under Old and New business. Matters that are not formally before the City or have yet to be initiated by application cannot be officially acted upon. If any party would like to initiate an action through process or application, city administrative staff are available during the regularly scheduled business hours of City Hall to provide assistance.*

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## AGENDA

### CALL TO ORDER

### ESTABLISH A QUORUM

### PLEDGE OF ALLEGIANCE

### ADDED AGENDA ITEMS

*Any matters added to the Agenda at this time will be discussed during the “Other Matters” portion of this Agenda or such time selected by the City Council*

### PUBLIC COMMENTS

*Public Comments provide an opportunity for members of the community to submit input on ongoing matters within the city.*

*Public Comments are limited to three (3) minutes per person; when asked to the podium, please state your name and address. This helps the City Council and staff determine if you are a city resident. The acting chair may elect to respond to comments if the matter is within the jurisdiction of the city or defer to city staff for response. Any matter that warrants testimony and rebuttal may be debated only during a Public Hearing on the matter.*

### CONSENT AGENDA

*Information concerning the matters listed within the Consent Agenda has been distributed to each member of the City Council for reading and study, is considered to be routine, and will be enacted or*

*approved by one motion of the City Council without separate discussion. If a separate discussion is desired concerning a particular matter listed within the Consent Agenda, that matter may be removed from the Consent Agenda and placed on the regular agenda by request of any member of the City Council.*

- 1. 10.09.2024 Regular City Council Meeting Minutes ..... 3.
- 2. Financial Reports
  - a. Financial Summary – July ..... 7.
  - b. Interest Report – July ..... 11.
  - c. Financial Summary – August..... 12.
  - d. Interest Report – August ..... 16.

**OLD BUSINESS:**

None.

**NEW BUSINESS:**

- 1. USDA Wastewater Bonds
  - a. Staff Report..... 17.
  - b. Resolution 2024-19 – A Resolution for USDA Wastewater Bond No. 1 ..... 18.
  - c. Resolution 2024-20 – A Resolution for USDA Wastewater Bond No. 2 ..... 27.

**OTHER MATTERS**

**PUBLIC COMMENTS**

*Public Comments provide an opportunity for members of the community to submit input on ongoing matters within the city.*

*Public Comments are limited to three (3) minutes per person; when asked to the podium, please state your name and address. This helps the Planning Commission and staff determine if you are a city resident. The acting chair may elect to respond to comments if the matter is within the jurisdiction of the city or defer to city staff for response. Any matter that warrants testimony and rebuttal may be debated only during a Public Hearing on the matter.*

**STAFF COMMENTS**

**MAYOR & COUNCIL COMMENTS**

**EXECUTIVE SESSION: per ORS 192.660 if necessary**

**ADJOURNMENT**



**CITY OF LA PINE, OREGON**  
**REGULAR CITY COUNCIL MEETING**

Wednesday, October 9, 2024, 5:30 p.m.

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

Available online via Zoom: <https://us02web.zoom.us/j/86379481127>

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## MINUTES

### CALL TO ORDER

Mayor Richer called the meeting to order at 5:30 p.m.

### ESTABLISH A QUORUM

#### Council

Mayor Richer

Council President Van Damme

Councilor Shields

Councilor Ignazzitto

Councilor Morse

#### Staff

Geoff Wullschlager – City Manager

Kelly West – Public Works Director

Brent Bybee – Principal Planner

Rachel Vickers – Associate Planner

Amanda Metcalf – City Recorder

### PLEDGE OF ALLEGIANCE

Mayor Richer led the Pledge of Allegiance.

### ADDED AGENDA ITEMS

None.

### CONSENT AGENDA

1. 09.25.2024 Regular City Council Meeting Minutes

Councilor Ignazzitto made a motion to approve the consent agenda. *Council President Van Damme seconded the motion.* Motion passed unanimously.

**PUBLIC HEARING:**

None.

**PUBLIC COMMENTS**

None.

**OLD BUSINESS:**

None.

**NEW BUSINESS:**

1. Regional Housing Council Policy Consideration

City Manager Wullschlager presented the associated staff report for the Regional Housing Council (RHC). He stated that as of September 2024, the RHC has derived a set of potential policy priorities by which to guide the legislative promotion for the upcoming 2025 legislative session. He presented the policy matrix to the Council for review.

He asked the Council to garner input and present a response to the areas of policy interest that the City would like the RHC to focus on. He clarified that these selections are not binding and do not subscribe the City of La Pine to any advocacy effort.

Lastly, he stated no formal legislative action is to be taken, however, if the Council does conclude upon a selected list that a motion be made.

The Council stated that they would like to review the policy matrix further and will report back to City Manager Wullschlager via email.

2. Deschutes Soil and Water Conservation District

Erin Kilcullen with Deschutes Soil and Water Conservation District (DSWCD) gave a presentation regarding their organization. She listed the district's projects and accomplishments, which included irrigation water management, forest health, and urban agriculture. She also stated that their organization is fully funded by federal and local grants applied for by DSWCD.

Andrew Aasen with DSWCD presented to the Council measure #9-176. He explained that if approved the measure would be a permanent tax rate limit authorizing levy of \$0.06 per \$1000.00 of assessed property value. If approved the funding source would be dedicated to conservation efforts through projects for urban and rural communities.

There were no questions or comments from the Council.

**OTHER MATTERS**

None.

**PUBLIC COMMENTS**

None.

**STAFF COMMENTS**

Associate Planner Vickers gave an update on current land use applications. These include Walgreens, and a 10-lot subdivision on Antler Ln. An affordable housing complex on Drafter Rd. and currently the Planning Commission is reviewing a text amendment. She also listed the site plan reviews which include Starbucks, Wetlands and an RV park which also has a conditional use. She stated that an application for a partition was received but staff are still waiting for payment.

Lastly, she stated that recently two buildings have been torn down on Highway 97 and she assured the Council that all demolition permits were correctly applied for and issued through the Deschutes County building department.

City Recorder Metcalf did not have any comments.

Principal Planner Bybee explained further about the text amendment. He stated that the public hearing was continued from last month and the continuation will be at the next Planning Commission meeting.

He stated that the City was awarded the Transportation Growth and Management (TGM) grant. This grant will fund the Transportation System Plan (TSP) update

Lastly, he gave an update on La Pine 2045 and the community summit that happened last week. He said that there is a survey on La Pine 2045's website, and staff will start moving forward with policy updates. He stated that the deadline for the comprehensive plan update is May 2025.

Public Works Director West gave an update on the water and wastewater expansion project. Additionally, he said that the public works department is currently preparing for the winter.

City Manager Wullschlager expanded on the water and wastewater expansion project and stated that Willow Ln. is the last residential road to be connected to city utilities.

He also gave an update on the Industrial lift station, and the projected installation date will be spring of 2025. Additionally, the Newberry lift station will have a projected installation date of spring or summer of 2025.

He informed the Council that interviews have finished for the position of utility clerk, and the position for engineer is still open.

He gave an update on the Sunriver La Pine Economic Development (SLED) mixer that was at Legend Cider.

He gave an update on the archway project with the Urban Renewal Agency (URA). He stated that the URA recently had a very productive meeting with open concept architecture regarding the design of the archway.

He stated that both the State Police and Deschutes County Sheriff's office are currently investigating the body that was found north of La pine.

He updated the Council regarding the La Pine Parks and Recreation (LPRD) and the recent resignation of their board. He clarified that LPRD is not affiliated with the City and that they are their own district. He said that since there isn't currently an appointed board, the County is now managing this district and will soon appoint a new board.

## **MAYOR & COUNCIL COMMENTS**

Council President Van Damme had no comments.

Councilor Shields had no comments.

Councilor Ignazzitto wanted clarification on the amount of community members that attended the La Pine 2045 community summit. Principal Planner Bybee informed her that approximately 50 members attended.

Councilor Morse thanked everyone for coming out to the meeting. She also thanked staff for their hard work.

Mayor Richer thanked the public for coming to the meeting and stated that if anyone has any questions to please contact city staff or the Council.

**EXECUTIVE SESSION: per ORS 192.660 if necessary**

**ADJOURNMENT**

Mayor Richer adjourned the meeting at 6:13 p.m.



## FINANCIAL SUMMARY July 31, 2024

### TOTAL RESOURCES - BUDGET TO ACTUAL

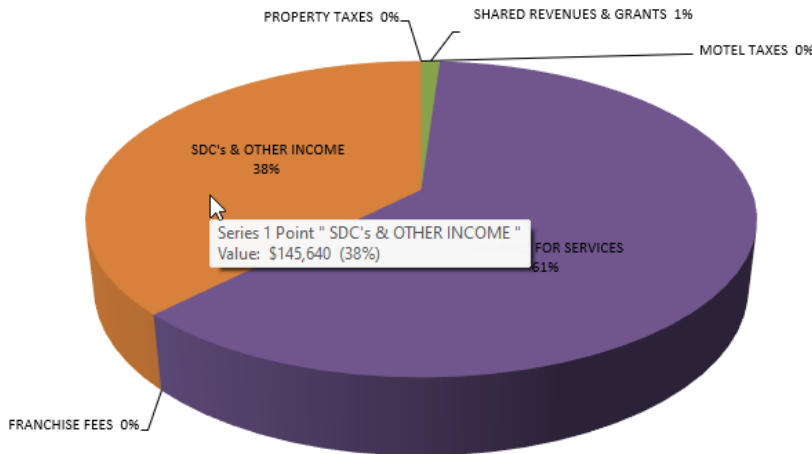
AS OF JULY 31, 2024

	Year To Date	FY 2024-25 Budget	Budget Remaining	(8% lapsed) % Earned
BEGINNING FUND BALANCE	17,587,219	17,587,219	-	100.0%
PROPERTY TAXES	-	457,500	457,500	0.0%
MOTEL TAXES	-	156,000	156,000	0.0%
SHARED REVENUES & GRANTS	4,165	5,609,797	5,605,632	0.1%
CHARGES FOR SERVICES	237,710	2,210,575	1,972,865	10.8%
FRANCHISE FEES	-	328,225	328,225	0.0%
SDC's & OTHER INCOME	145,640	1,196,700	1,051,060	12.2%
	17,974,735	27,546,016	9,571,281	65.3%

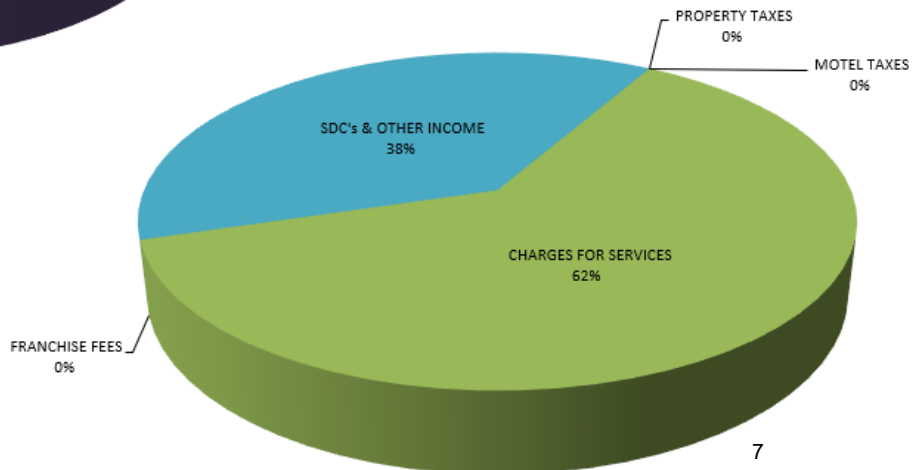
### FINANCIAL HIGHLIGHTS – RESOURCES

- It's the beginning of the Fiscal Year, so there isn't much to report.
- SDC's are higher than projected already. This is likely due to the influx of building during the summer months, and will likely slow as cooler weather sets in.
- Charges for Services are also in line with budgetary expectations.

RESOURCES BY TYPE EXCLUDING FUND BALANCE



RESOURCES BY TYPE EXCLUDING GRANTS



**RESOURCES - BUDGET TO ACTUAL BY FUND**

AS OF JULY 31, 2024

	Year To Date	FY 2024-25 Budget	Budget Remaining	(8% lapsed) % Earned
<b>GENERAL FUND</b>				
BEGINNING FUND BALANCE	2,870,326	2,870,326	-	100.0%
PROPERTY TAXES	-	457,500	457,500	0.0%
SHARED REVENUES & GRANTS	3,943	85,000	81,057	4.6%
MOTEL TAXES (30%)	-	56,000	56,000	0.0%
CHARGES FOR SERVICES	510	16,375	15,865	3.1%
FRANCHISE FEES	-	105,075	105,075	0.0%
MISCELLANEOUS & OTHER INCOME	80,099	69,500	(10,599)	115.2%
INTERFUND TRANSFERS - IN	-	554,750	554,750	0.0%
	<u>2,954,877</u>	<u>4,214,526</u>	<u>704,899</u>	<u>70.1%</u>
<b>CEMETERY FUND</b>				
BEGINNING FUND BALANCE	42,013	42,013	-	100.0%
CHARGES FOR SERVICES	-	1,200	1,200	0.0%
INTERFUND TRANSFERS - IN	-	-	-	
MISCELLANEOUS & OTHER INCOME	-	700	-	
	<u>42,013</u>	<u>43,913</u>	<u>1,200</u>	<u>95.7%</u>
<b>STREETS FUND</b>				
BEGINNING FUND BALANCE	1,681,883	1,681,883	-	100.0%
SHARED REVENUES & GRANTS	-	645,000	645,000	0.0%
FRANCHISE FEES	-	223,150	-	
MISCELLANEOUS & OTHER INCOME	-	17,000	17,000	0.0%
INTERFUND TRANSFERS - IN	-	325,000	325,000	0.0%
	<u>1,681,883</u>	<u>2,892,033</u>	<u>987,000</u>	<u>58.2%</u>
<b>TOURISM FUND</b>				
BEGINNING FUND BALANCE	360,557	360,557	-	100.0%
MOTEL TAXES	-	100,000	100,000	0.0%
MISCELLANEOUS & OTHER INCOME	-	3,500	3,500	
	<u>360,557</u>	<u>464,057</u>	<u>103,500</u>	<u>77.7%</u>
<b>COMMUNITY DEVELOPMENT FUND</b>				
BEGINNING FUND BALANCE	510,293	510,293	-	100.0%
CHARGES FOR SERVICES	5,500	40,000	34,500	13.8%
ADVANCED PLANNING FEES	-	45,000	45,000	0.0%
MISCELLANEOUS & OTHER INCOME	-	51,000	51,000	0.0%
INTERFUND TRANSFERS - IN	-	155,000	155,000	0.0%
	<u>515,793</u>	<u>801,293</u>	<u>285,500</u>	<u>64.4%</u>
<b>INDUSTRIAL/ECONOMIC DEVELOPMENT</b>				
BEGINNING FUND BALANCE	1,924,327	1,924,327	-	
SHARED REVENUES & GRANTS	223	29,771	29,548	0.7%
INDUSTRIAL SITE LEASES / SALES	1,000	17,500	16,500	5.7%
MISCELLANEOUS & OTHER INCOME	-	30,000	30,000	0.0%
	<u>1,925,550</u>	<u>2,001,598</u>	<u>76,048</u>	<u>96.2%</u>
<b>RESERVE FUND - WATER/SEWER</b>				
BEGINNING FUND BALANCE	452,670	452,670	-	100.0%
INTERFUND TRANSFERS - IN	-	400,000	400,000	0.0%
	<u>452,670</u>	<u>852,670</u>	<u>400,000</u>	<u>53.1%</u>
<b>DEBT RESERVE FUND</b>				
BEGINNING FUND BALANCE	193,503	193,503	-	100.0%
INTERFUND TRANSFERS - IN	-	734,227	734,227	0.0%
	<u>193,503</u>	<u>927,730</u>	<u>-</u>	<u>20.9%</u>
<b>EQUIPMENT RESERVE FUND</b>				
INTERFUND TRANSFERS - IN	-	285,000	285,000	0.0%
	<u>-</u>	<u>285,000</u>	<u>-</u>	<u>0.0%</u>
<b>SDC FUND</b>				
BEGINNING FUND BALANCE	4,665,141	4,665,141	-	100.0%
SYSTEM DEVELOPMENT CHARGES	64,319	920,000	855,681	7.0%
INTERFUND TRANSFERS - IN	-	250,000	-	0.0%
MISCELLANEOUS & OTHER INCOME	-	15,000	15,000	0.0%
	<u>4,729,460</u>	<u>5,850,141</u>	<u>855,681</u>	<u>80.8%</u>
<b>WATER FUND</b>				
BEGINNING FUND BALANCE	3,251,078	3,251,078	-	100.0%
GRANT REVENUE	-	1,547,526	1,547,526	0.0%
CHARGES FOR SERVICES	119,233	1,018,000	898,767	11.7%
MISCELLANEOUS & OTHER INCOME	1,222	34,500	33,278	3.5%
	<u>3,371,534</u>	<u>5,851,104</u>	<u>2,479,570</u>	<u>57.6%</u>
<b>SEWER FUND</b>				
BEGINNING FUND BALANCE	1,635,428	1,635,428	-	100.0%
GRANT REVENUE	-	3,302,500	3,302,500	0.0%
CHARGES FOR SERVICES	111,467	1,117,500	1,006,033	10.0%
MISCELLANEOUS & OTHER INCOME	-	10,500	10,500	0.0%
	<u>1,746,895</u>	<u>6,065,928</u>	<u>4,319,033</u>	<u>28.8%</u>



**FINANCIAL SUMMARY**  
**July 31, 2024**

**TOTAL EXPENDITURES - BUDGET TO ACTUAL**

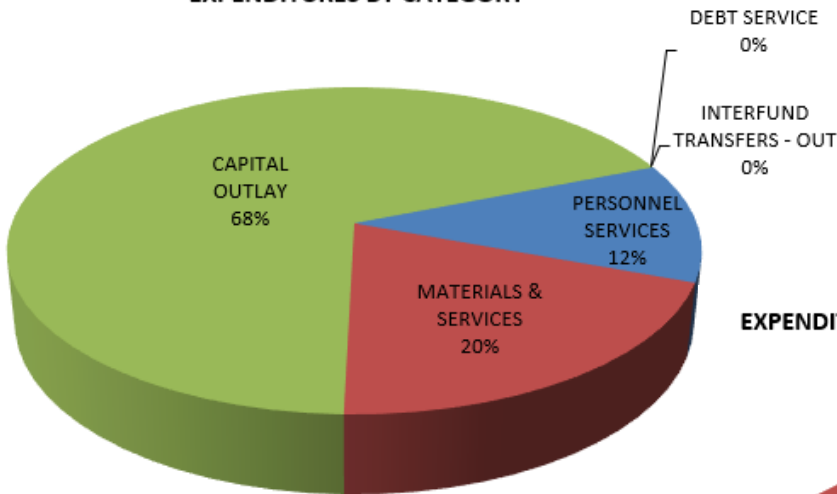
AS OF JULY 31, 2024

	Year To Date	FY 2024-25 Budget	Budget Remaining	(8% lapsed)
PERSONNEL SERVICES	126,605	2,028,155	1,901,550	6.2%
MATERIALS & SERVICES	210,131	3,181,650	2,971,519	6.6%
CAPITAL OUTLAY	731,658	9,810,626	7,572,268	7.5%
DEBT SERVICE	-	1,192,908	1,192,908	0.0%
INTERFUND TRANSFERS - OUT	-	2,703,977	2,672,227	0.0%
	1,068,394	18,917,316	16,310,472	5.6%

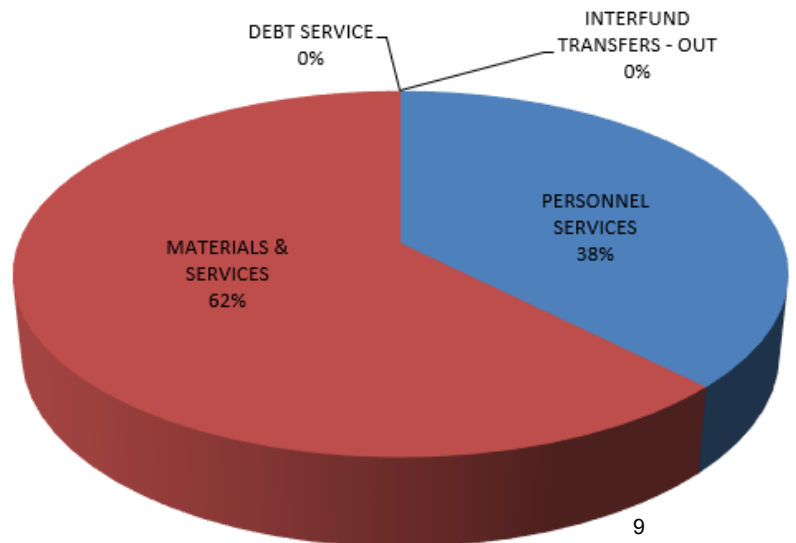
**FINANCIAL HIGHLIGHTS – EXPENDITURES:**

- All expenses are in line with staff expectations
- Interfund transfers have not been made, and will likely be made in January, during the mid-year budget review.

**EXPENDITURES BY CATEGORY**



**EXPENDITURES BY CATEGORY EXCLUDING CAPITAL OUTLAY**



**EXPENDITURES - BUDGET TO ACTUAL BY FUND**

AS OF JULY 31, 2024

	Year To Date	FY 2024-25 Budget	Budget Remaining	(8% lapsed) % Expended
<b>GENERAL FUND</b>				
PERSONNEL SERVICES	15,936	220,497	204,561	7.2%
MATERIALS & SERVICES	45,199	567,700	522,501	8.0%
CAPITAL OUTLAY	25,641	316,700	291,059	8.1%
DEBT SERVICE	-	42,908	42,908	0.0%
INTERFUND TRANSFERS - OUT		480,000	480,000	0.0%
	<u>86,775</u>	<u>1,627,805</u>	<u>1,541,030</u>	<u>5.3%</u>
<b>CEMETERY FUND</b>				
MATERIALS & SERVICES	3,175	24,100	20,925	13.2%
CAPITAL OUTLAY	-	5,000	5,000	0.0%
	<u>3,175</u>	<u>29,100</u>	<u>25,925</u>	<u>10.9%</u>
<b>STREETS FUND</b>				
PERSONNEL SERVICES	13,341	272,875	259,534	4.9%
MATERIALS & SERVICES	21,777	293,950	272,173	7.4%
CAPITAL OUTLAY	40,118	970,000	929,882	4.1%
INTERFUND TRANSFERS - OUT		261,750	261,750	0.0%
	<u>75,236</u>	<u>1,798,575</u>	<u>1,723,339</u>	<u>4.2%</u>
<b>TOURISM FUND</b>				
MATERIALS & SERVICES	23,700	125,650	101,950	18.9%
CAPITAL OUTLAY		75,000	75,000	0.0%
INTERFUND TRANSFERS - OUT	-	25,000	25,000	0.0%
	<u>23,700</u>	<u>225,650</u>	<u>201,950</u>	<u>10.5%</u>
<b>COMMUNITY DEVELOPMENT FUND</b>				
PERSONNEL SERVICES	24,915	379,477	354,562	6.6%
MATERIALS & SERVICES	7,232	89,150	81,918	8.1%
CAPITAL OUTLAY	8,238	199,700	191,462	4.1%
INTERFUND TRANSFERS - OUT	-	38,750	38,750	0.0%
	<u>40,386</u>	<u>707,077</u>	<u>666,691</u>	<u>5.7%</u>
<b>INDUSTRIAL AND ECONOMIC DEVELOPMENT</b>				
MATERIALS & SERVICES	417	220,900	220,483	0.2%
CAPITAL OUTLAY	-	1,506,700		
INTERFUND TRANSFERS - OUT		31,750		
	<u>417</u>	<u>1,759,350</u>	<u>220,483</u>	<u>0.0%</u>
<b>SDC FUND</b>				
MATERIALS & SERVICES	-	1,050,000	1,050,000	0.0%
CAPITAL OUTLAY	-	1,500,000	1,500,000	0.0%
<b>WATER FUND</b>				
PERSONNEL SERVICES	36,848	587,423	550,575	6.3%
MATERIALS & SERVICES	42,645	337,200	294,555	12.6%
CAPITAL OUTLAY	319,507	1,810,026	1,490,519	17.7%
DEBT SERVICE	-	500,000	500,000	0.0%
INTERFUND TRANSFERS - OUT	-	1,387,737	1,387,737	0.0%
	<u>399,000</u>	<u>4,622,386</u>	<u>4,223,386</u>	<u>8.6%</u>
<b>SEWER FUND</b>				
PERSONNEL SERVICES	35,566	567,883	532,317	6.3%
MATERIALS & SERVICES	65,986	473,000	407,014	14.0%
CAPITAL OUTLAY	338,154	3,427,500	3,089,346	9.9%
DEBT SERVICE		650,000	650,000	0.0%
INTERFUND TRANSFERS - OUT		478,990	478,990	0.0%
	<u>439,706</u>	<u>5,597,373</u>	<u>5,157,667</u>	<u>7.9%</u>

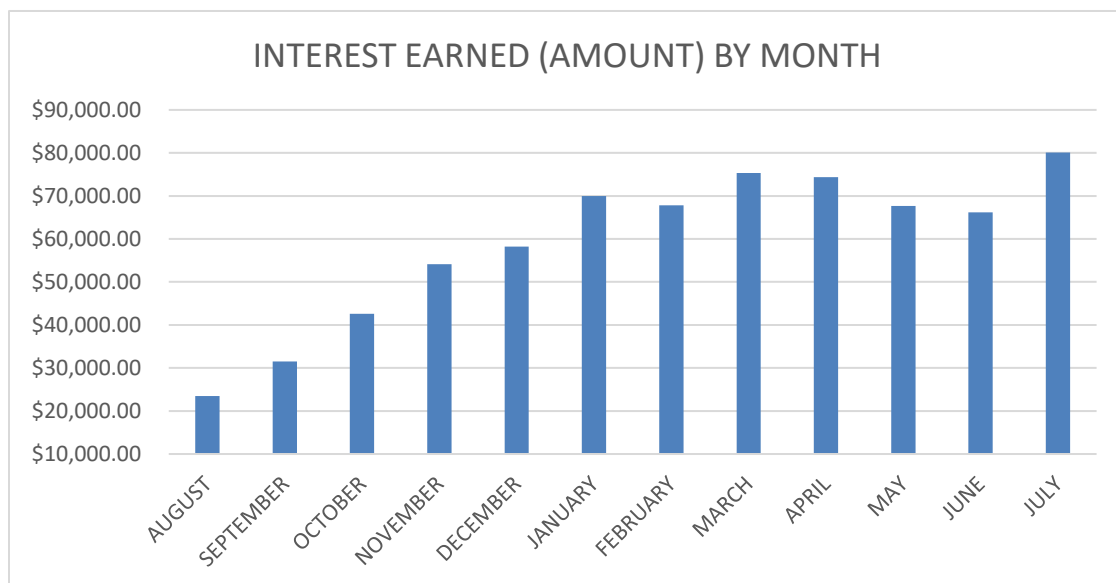
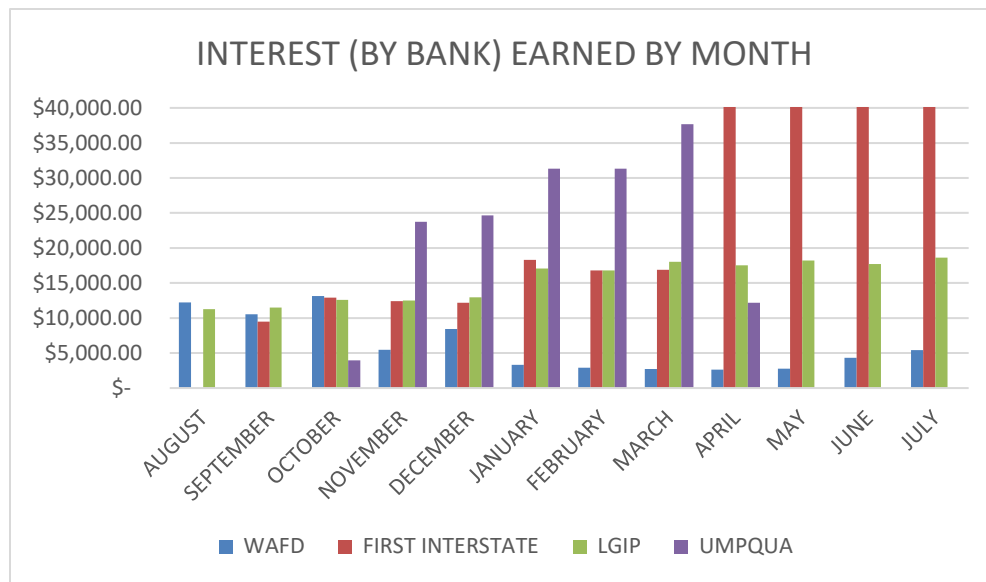


# City Interest Income Revenue Report

June 2023 – July 2024

City Bank Balances – 07/25/2024

Bank	7/25/2024	Rate
LGIP	\$ 4,169,987.17	5.20%
FIB	\$ 11,478,839.41	5.20%
FIB Checking	\$ 1,567,154.29	0.00%
WAFD	\$ 2,580,917.95	2.94%
WAFD Checking	\$ 694,948.81	
Xpress	\$ 3,726.55	0.00%
	\$ 20,495,574.18	





## FINANCIAL SUMMARY August 31, 2024

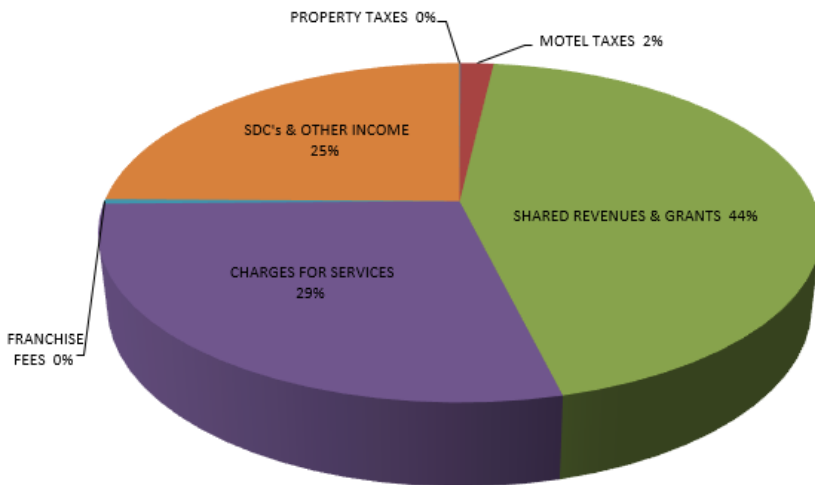
### TOTAL RESOURCES - BUDGET TO ACTUAL AS OF AUGUST 31, 2024

	Year To Date	FY 2024-25 Budget	Budget Remaining	(17% lapsed) % Earned
BEGINNING FUND BALANCE	17,587,219	17,587,219	-	100.0%
PROPERTY TAXES	998	457,500	456,502	0.2%
MOTEL TAXES	27,891	156,000	128,109	17.9%
SHARED REVENUES & GRANTS	703,237	5,609,797	4,906,560	12.5%
CHARGES FOR SERVICES	453,380	2,210,575	1,757,195	20.5%
FRANCHISE FEES	7,127	328,225	321,098	2.2%
SDC's & OTHER INCOME	393,144	1,196,700	803,556	32.9%
	19,172,996	27,546,016	8,373,020	69.6%

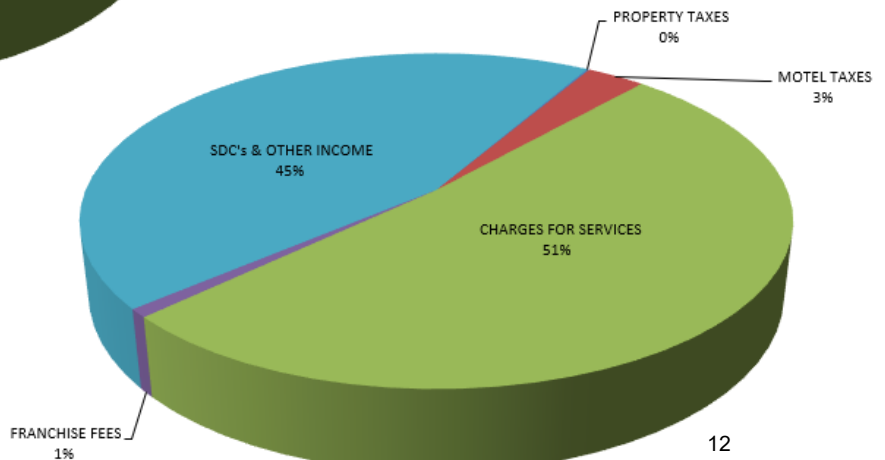
### FINANCIAL HIGHLIGHTS – RESOURCES

- SDC's are higher than projected already. This is likely due to the influx of building during the summer months, and will likely slow as cooler weather sets in.
- Charges for Services are also in line with budgetary expectations.
- Franchise Fees are lower than projected because a large contributor pays quarterly, and that payment has not been received yet.

RESOURCES BY TYPE EXCLUDING FUND BALANCE



RESOURCES BY TYPE EXCLUDING GRANTS



**RESOURCES - BUDGET TO ACTUAL BY FUND**

AS OF AUGUST 31, 2024

	Year	FY 2024-25	Budget	(17% lapsed)
	To Date	Budget	Remaining	% Earned
<b>GENERAL FUND</b>				
BEGINNING FUND BALANCE	2,870,326	2,870,326	-	100.0%
PROPERTY TAXES	998	457,500	456,502	0.2%
SHARED REVENUES & GRANTS	156	85,000	84,844	0.2%
MOTEL TAXES (30%)	8,368	56,000	47,632	14.9%
CHARGES FOR SERVICES	855	16,375	15,521	5.2%
FRANCHISE FEES	2,138	105,075	102,937	2.0%
MISCELLANEOUS & OTHER INCOME	162,140	69,500	(92,640)	233.3%
INTERFUND TRANSFERS - IN	-	554,750	554,750	0.0%
	<u>3,044,980</u>	<u>4,214,526</u>	<u>614,796</u>	<u>72.2%</u>
<b>CEMETERY FUND</b>				
BEGINNING FUND BALANCE	42,013	42,013	-	100.0%
CHARGES FOR SERVICES	-	1,200	1,200	0.0%
INTERFUND TRANSFERS - IN	-	-	-	
MISCELLANEOUS & OTHER INCOME	-	700	-	
	<u>42,013</u>	<u>43,913</u>	<u>1,200</u>	<u>95.7%</u>
<b>STREETS FUND</b>				
BEGINNING FUND BALANCE	1,681,883	1,681,883	-	100.0%
SHARED REVENUES & GRANTS	19,578	645,000	625,422	3.0%
FRANCHISE FEES	4,989	223,150	-	
MISCELLANEOUS & OTHER INCOME	-	17,000	17,000	0.0%
INTERFUND TRANSFERS - IN	-	325,000	325,000	0.0%
	<u>1,706,450</u>	<u>2,892,033</u>	<u>967,422</u>	<u>59.0%</u>
<b>TOURISM FUND</b>				
BEGINNING FUND BALANCE	360,557	360,557	-	100.0%
MOTEL TAXES	19,524	100,000	80,476	19.5%
MISCELLANEOUS & OTHER INCOME	-	3,500	3,500	
	<u>380,081</u>	<u>464,057</u>	<u>83,976</u>	<u>81.9%</u>
<b>COMMUNITY DEVELOPMENT FUND</b>				
BEGINNING FUND BALANCE	510,293	510,293	-	100.0%
CHARGES FOR SERVICES	6,900	40,000	33,100	17.3%
ADVANCED PLANNING FEES	3,535	45,000	41,465	7.9%
MISCELLANEOUS & OTHER INCOME	-	51,000	51,000	0.0%
INTERFUND TRANSFERS - IN	-	155,000	155,000	0.0%
	<u>520,728</u>	<u>801,293</u>	<u>280,565</u>	<u>65.0%</u>
<b>INDUSTRIAL/ECONOMIC DEVELOPMENT</b>				
BEGINNING FUND BALANCE	1,924,327	1,924,327	-	
SHARED REVENUES & GRANTS	445	29,771	29,326	1.5%
INDUSTRIAL SITE LEASES / SALES	1,075	17,500	16,425	6.1%
MISCELLANEOUS & OTHER INCOME	-	30,000	30,000	0.0%
	<u>1,925,847</u>	<u>2,001,598</u>	<u>75,751</u>	<u>96.2%</u>
<b>RESERVE FUND - WATER/SEWER</b>				
BEGINNING FUND BALANCE	452,670	452,670	-	100.0%
INTERFUND TRANSFERS - IN	-	400,000	400,000	0.0%
	<u>452,670</u>	<u>852,670</u>	<u>400,000</u>	<u>53.1%</u>
<b>DEBT RESERVE FUND</b>				
BEGINNING FUND BALANCE	193,503	193,503	-	100.0%
INTERFUND TRANSFERS - IN	-	734,227	734,227	0.0%
	<u>193,503</u>	<u>927,730</u>	<u>-</u>	<u>20.9%</u>
<b>EQUIPMENT RESERVE FUND</b>				
INTERFUND TRANSFERS - IN	-	285,000	285,000	0.0%
	<u>-</u>	<u>285,000</u>	<u>-</u>	<u>0.0%</u>
<b>SDC FUND</b>				
BEGINNING FUND BALANCE	4,665,141	4,665,141	-	100.0%
SYSTEM DEVELOPMENT CHARGES	220,262	920,000	699,738	23.9%
INTERFUND TRANSFERS - IN	-	250,000	-	0.0%
MISCELLANEOUS & OTHER INCOME	-	15,000	15,000	0.0%
	<u>4,885,403</u>	<u>5,850,141</u>	<u>699,738</u>	<u>83.5%</u>
<b>WATER FUND</b>				
BEGINNING FUND BALANCE	3,251,078	3,251,078	-	100.0%
GRANT REVENUE	335,754	1,547,526	1,211,772	21.7%
CHARGES FOR SERVICES	229,925	1,018,000	788,075	22.6%
MISCELLANEOUS & OTHER INCOME	10,742	34,500	23,758	31.1%
	<u>3,827,499</u>	<u>5,851,104</u>	<u>2,023,605</u>	<u>65.4%</u>
<b>SEWER FUND</b>				
BEGINNING FUND BALANCE	1,635,428	1,635,428	-	100.0%
GRANT REVENUE	343,769	3,302,500	2,958,731	10.4%
CHARGES FOR SERVICES	214,625	1,117,500	902,875	19.2%
MISCELLANEOUS & OTHER INCOME	-	10,500	10,500	0.0%
	<u>2,193,822</u>	<u>6,065,928</u>	<u>3,872,106</u>	<u>36.2%</u>

**TOTAL EXPENDITURES - BUDGET TO ACTUAL**

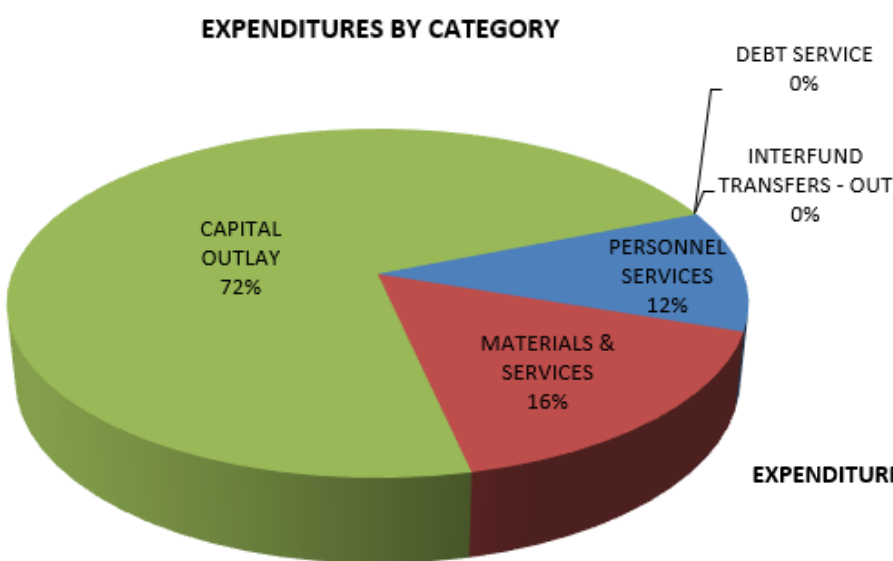
AS OF AUGUST 31, 2024

	Year To Date	FY 2024-25 Budget	Budget Remaining	(17% lapsed)
PERSONNEL SERVICES	241,803	2,028,155	1,786,352	11.9%
MATERIALS & SERVICES	347,992	3,181,650	2,833,658	10.9%
CAPITAL OUTLAY	1,541,915	9,810,626	6,762,011	15.7%
DEBT SERVICE	-	1,192,908	1,192,908	0.0%
INTERFUND TRANSFERS - OUT	-	2,703,977	2,672,227	0.0%
	2,131,710	18,917,316	15,247,156	11.3%

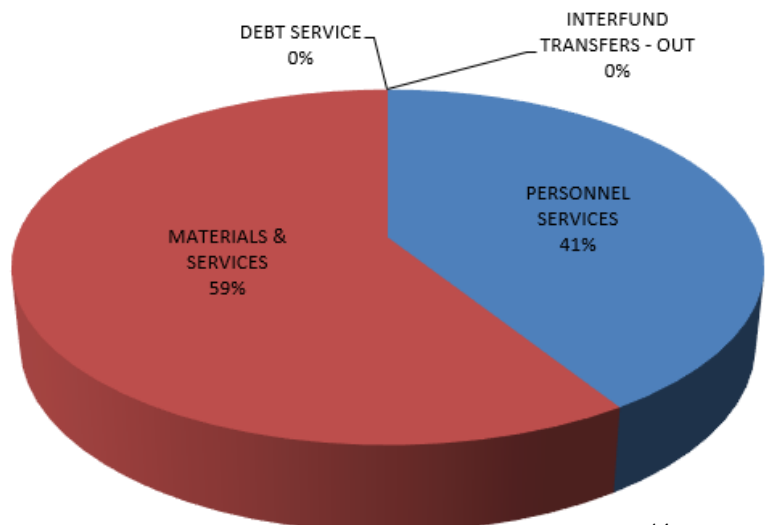
**FINANCIAL HIGHLIGHTS – EXPENDITURES:**

- All expenses are in line with staff expectations
- Interfund transfers have not been made, and will likely be made in January, during the mid-year budget review.

**EXPENDITURES BY CATEGORY**



**EXPENDITURES BY CATEGORY EXCLUDING CAPITAL OUTLAY**



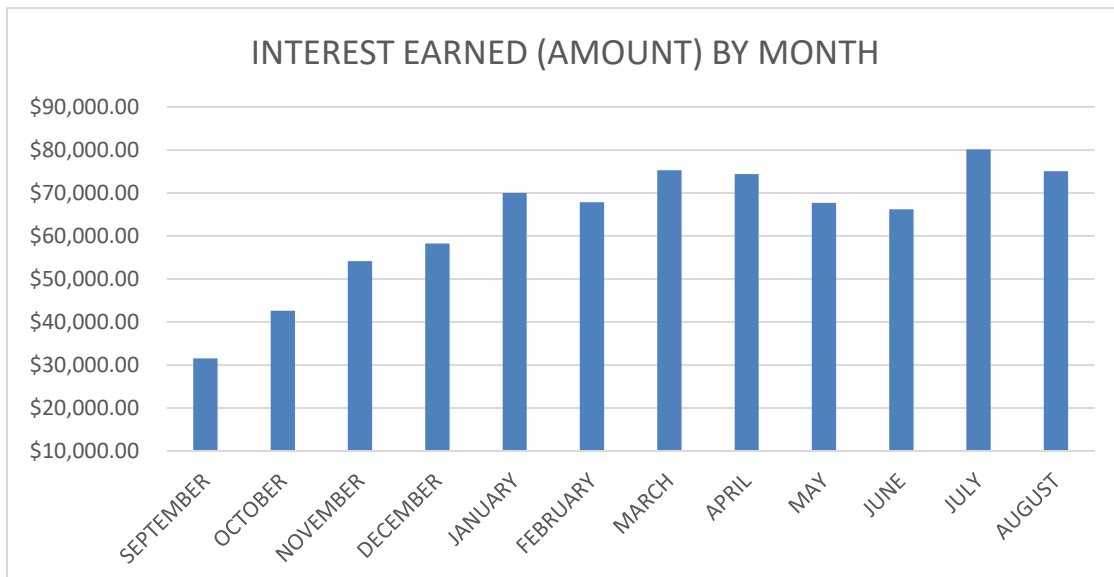
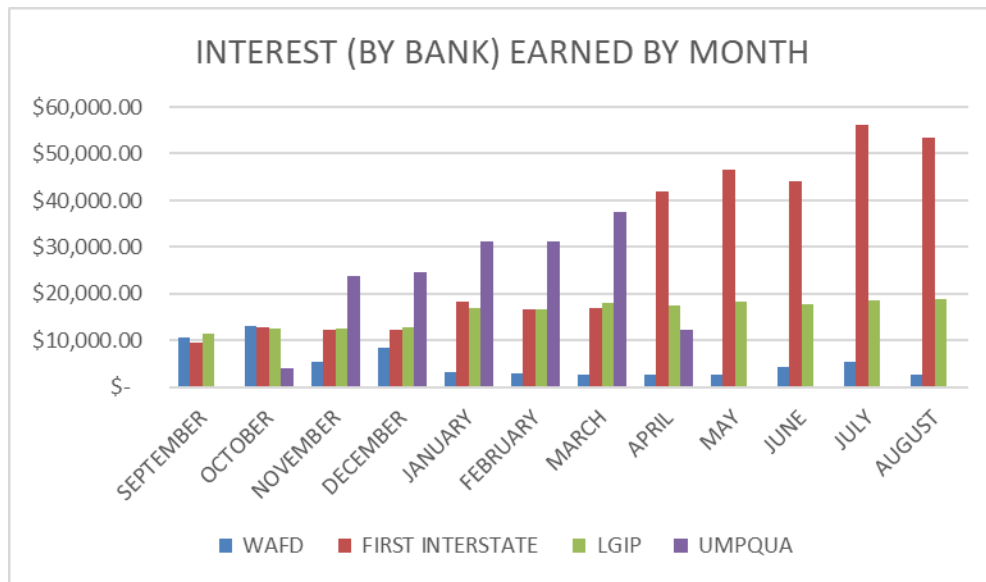
**EXPENDITURES - BUDGET TO ACTUAL BY FUND**

AS OF AUGUST 31, 2024

	Year To Date	FY 2024-25 Budget	Budget Remaining	(17% lapsed) % Expended
<b>GENERAL FUND</b>				
PERSONNEL SERVICES	29,417	220,497	191,080	13.3%
MATERIALS & SERVICES	63,151	567,700	504,549	11.1%
CAPITAL OUTLAY	25,641	316,700	291,059	8.1%
DEBT SERVICE	-	42,908	42,908	0.0%
INTERFUND TRANSFERS - OUT		480,000	480,000	0.0%
	<u>118,209</u>	<u>1,627,805</u>	<u>1,509,596</u>	<u>7.3%</u>
<b>CEMETERY FUND</b>				
MATERIALS & SERVICES	3,175	24,100	20,925	13.2%
CAPITAL OUTLAY	-	5,000	5,000	0.0%
	<u>3,175</u>	<u>29,100</u>	<u>25,925</u>	<u>10.9%</u>
<b>STREETS FUND</b>				
PERSONNEL SERVICES	24,323	272,875	248,552	8.9%
MATERIALS & SERVICES	31,989	293,950	261,961	10.9%
CAPITAL OUTLAY	40,118	970,000	929,882	4.1%
INTERFUND TRANSFERS - OUT		261,750	261,750	0.0%
	<u>96,431</u>	<u>1,798,575</u>	<u>1,702,144</u>	<u>5.4%</u>
<b>TOURISM FUND</b>				
MATERIALS & SERVICES	24,060	125,650	101,590	19.1%
CAPITAL OUTLAY		75,000	75,000	0.0%
INTERFUND TRANSFERS - OUT	-	25,000	25,000	0.0%
	<u>24,060</u>	<u>225,650</u>	<u>201,590</u>	<u>10.7%</u>
<b>COMMUNITY DEVELOPMENT FUND</b>				
PERSONNEL SERVICES	49,059	379,477	330,418	12.9%
MATERIALS & SERVICES	14,305	89,150	74,845	16.0%
CAPITAL OUTLAY	12,868	199,700	186,832	6.4%
INTERFUND TRANSFERS - OUT	-	38,750	38,750	0.0%
	<u>76,232</u>	<u>707,077</u>	<u>630,845</u>	<u>10.8%</u>
<b>INDUSTRIAL AND ECONOMIC DEVELOPMENT</b>				
MATERIALS & SERVICES	9,591	220,900	211,309	4.3%
CAPITAL OUTLAY	-	1,506,700		
INTERFUND TRANSFERS - OUT		31,750		
	<u>9,591</u>	<u>1,759,350</u>	<u>211,309</u>	<u>0.5%</u>
<b>SDC FUND</b>				
MATERIALS & SERVICES	-	1,050,000	1,050,000	0.0%
CAPITAL OUTLAY	-	1,500,000	1,500,000	0.0%
<b>WATER FUND</b>				
PERSONNEL SERVICES	70,785	587,423	516,638	12.1%
MATERIALS & SERVICES	103,176	337,200	234,024	30.6%
CAPITAL OUTLAY	722,119	1,810,026	1,087,907	39.9%
DEBT SERVICE	-	500,000	500,000	0.0%
INTERFUND TRANSFERS - OUT	-	1,387,737	1,387,737	0.0%
	<u>896,079</u>	<u>4,622,386</u>	<u>3,726,307</u>	<u>19.4%</u>
<b>SEWER FUND</b>				
PERSONNEL SERVICES	68,219	567,883	499,664	12.0%
MATERIALS & SERVICES	98,545	473,000	374,455	20.8%
CAPITAL OUTLAY	741,169	3,427,500	2,686,331	21.6%
DEBT SERVICE		650,000	650,000	0.0%
INTERFUND TRANSFERS - OUT		478,990	478,990	0.0%
	<u>907,933</u>	<u>5,597,373</u>	<u>4,689,440</u>	<u>16.2%</u>

## City Bank Balances – 08/29/2024

Bank	8/29/2024	Rate
LGIP	\$ 4,188,615.39	5.30%
FIB	\$ 12,309,907.12	5.30%
FIB Checking	\$ 1,251,450.29	0.00%
WAFD	\$ 1,086,320.68	2.94%
WAFD Checking	\$ 567,340.14	
Xpress	\$ 39,958.96	0.00%
	\$ 19,443,592.58	







**CITY OF LA PINE**

STAFF REPORT

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Meeting Date: October 23, 2024  
TO: City Council  
FROM: Ashley Ivans, Finance Director *Ashley Ivans*  
SUBJECT: USDA Water Bond Resolutions

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

Councilmembers:

As you know, the City is currently undergoing a large Water & Wastewater Expansion Project. The sewer portion of this project is funded through grants and loans by the USDA and DEQ. During construction of the project the City needed to use interim financing to pay the contractor. This is because the loans will not be issued until that portion of the financing is expended.

Today, the resolutions authorizing the two bonds from USDA are before you. Sewer Bond No. 1 is for \$5,000,000 and Sewer Bond No. 2 is for \$8,000,000 totaling \$13,000,000. These resolutions will need to be passed, and the loan with DEQ (Interim Financer) in the amount of \$13,000,000 will be closed on November 6<sup>th</sup>.

There are two motions that will need to be passed, one for each bond. They are outlined below.

**Motion Recommendation:** I move that we approve Resolution 2024-19, a resolution for the issuance and sale of Sewer Revenue Bond No. 1.

**Motion Recommendation 2:** I move that we approve Resolution 2024-20, a resolution for the issuance and sale of Sewer Revenue Bond No. 2.

**RESOLUTION NO. 2024-19**

**A RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE OF THE CITY OF LA PINE, OREGON, WASTEWATER REVENUE BOND NO. 1 IN THE PRINCIPAL SUM OF NOT TO EXCEED \$5,000,000 TO THE UNITED STATES OF AMERICA, ACTING THROUGH THE UNITED STATES DEPARTMENT OF AGRICULTURE RURAL UTILITIES SERVICE, FOR THE PURPOSE OF PROVIDING A PORTION OF THE COSTS TO FINANCE CONSTRUCTION OF IMPROVEMENTS TO AND EXPANSION OF THE CITY'S WASTEWATER SYSTEM, PROVIDING FOR THE FORM AND TERMS OF SAID BOND AND AUTHORIZING THE PAYMENT OF SAME.**

WHEREAS, the City Council (the "City Council") of the City of La Pine, Oregon (the "City" or "Borrower"), pursuant to the authority of Oregon Revised Statutes 287A.150, the Constitution and Laws of the State of Oregon and laws amendatory thereof and supplemental thereto, adopted RUS Bulletin 1780-27 Loan Resolution on August 8, 2018, and adopted City Resolution No. 2017-04 on May 10, 2017 (the "Resolution") duly authorizing the City to issue wastewater revenue bonds in an amount not to exceed \$11,000,000 to finance capital improvements to the City's wastewater system, including a new treated wastewater storage pond, a new effluent irrigation system and irrigation area, a septage receiving station, and several collection system main lines and lift stations to provide additional connections inside the City limits, adding the Cagle and Glenwood Acres areas to the City's wastewater system, and completing improvements to the storage and effluent disposal systems to serve the entire wastewater system, and to fund any necessary reserves and costs of issuance. Collectively, the improvements to the City's wastewater system are referred to herein as the "Project" and the wastewater facilities are collectively referred to herein as the "Facility"; and

WHEREAS, notice of adoption of the Resolution was given as provided by law on May 24, 2017, and no petitions were filed by the electors of the City on or before July 24, 2017, the 61<sup>st</sup> day after the date of publication of the notice.

WHEREAS, the United States of America, acting through the United States Department of Agriculture Rural Utilities Service (the "Government") appropriated \$5,000,000, as set forth in a Letter of Conditions dated May 11, 2022, and as may be further amended, to loan that amount to the City at an interest rate of 2.00% per annum for the Project; and

WHEREAS, the City has been directed to proceed in accordance with law to issue the bonds, and concurrently therewith and subsequent thereto the City has commenced negotiations with the Government for financial assistance to improve the Facility; and,

WHEREAS, the Government has indicated a desire to consider financial assistance and as a result, it is necessary to cause the execution and delivery of installment bonds or other evidence of indebtedness to secure any loan or loans made, or insured by the Government and to comply with any requirements, terms, and conditions prescribed by the Government or by Government regulations and to execute contracts or enter into agreements and to take any and all other action as may be necessary, incidental or appropriate to improve the Facility for and on behalf of the City;

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

SECTION 1. It is necessary to defray a portion of the costs of improving the Facility by obtaining a loan made by the Government in accordance with the applicable provisions of the Rural Development Act of 1972, and the Government has acknowledged that the City is unable to obtain sufficient credit elsewhere to finance the Facility taking into consideration prevailing private and cooperative rates and terms concurrently available.

SECTION 2. The City shall borrow \$5,000,000 and issue as evidence thereof an installment Wastewater Revenue Bond No. 1 (the "Bond") for the full principal amount of the loan. The Bond shall be dated with the date of delivery thereof, and shall be in substantially the following form:

**UNITED STATES OF AMERICA  
STATE OF OREGON  
COUNTY OF DESCHUTES  
CITY OF LA PINE  
WASTEWATER REVENUE BOND NO. 1**

KNOW ALL MEN BY THESE PRESENTS: the City of La Pine, Oregon, hereinafter called the "Borrower", hereby acknowledges itself indebted and for value received promises to pay to the order of the United States of America, acting through the United States Department of Agriculture Rural Utilities Service, hereinafter called the "Government", the principal sum of Five Million Dollars (\$5,000,000) plus interest on the unpaid principal balance at the rate of 2.00% per annum. The said principal and interest shall be payable in the following installments on or before the following dates:

The sum of \$182,800 on the 6th day of November, 2025, and the sum of \$182,800 annually thereafter on the 6th day of November until the principal and said interest are fully paid, except that the final installment of the entire indebtedness evidenced hereby, if not sooner paid, shall be due and payable forty (40) years from the date of this bond.

Prepayments of scheduled installments, or any portion thereof, may be made at any time at the option of the Borrower. Refunds, extra payments and loan proceeds obtained from outside sources for the purpose of paying down the Bond, shall, after payment of interest, be applied to the installments last to become due under this Bond and shall not affect the obligation of the Borrower to pay the remaining installments as scheduled herein.

This bond shall be registered as to principal and interest in the name of the United States of America in an appropriate book in the Office of the Borrower, each registration to be noted on the Bond Registration Certificate attached hereto by the City Manager of the Borrower and no transfer hereof shall be valid unless made on said book and similarly noted on the Bond Registration Certificate.

Both the principal and interest on this Bond shall be paid to the United States of America (as such registered holder) by pre-authorized debit to the United States Department of Agriculture Rural Utilities Service.

Default hereunder shall constitute default under any other instrument evidencing a debt of the Borrower owing to or insured by the Government or securing or otherwise relating to such a debt, and default under any other such instrument shall constitute default hereunder. Upon default the Government, at its option, may declare all or any part of the indebtedness immediately due and payable.

This bond is given as evidence of a loan to the Borrower made by the Government pursuant to the Rural Development Act of 1972, as amended, and shall be subject to the present regulations of the Government or its successor agency. The Borrower hereby agrees to comply with requirements of the Government as contained in the Letter of Conditions dated May 11, 2022, and the Loan Resolution, Form RD 1780-27 dated August 8, 2018.

This bond is authorized and issued by virtue of Resolution No. 2017-04 adopted by the City Council of the Borrower on May 10, 2017 and by Resolution No. 2024-19 adopted by the City Council of the Borrower on October 23, 2024 (collectively, the “Resolution”), and pursuant to the Constitution and Laws of the State of Oregon, and laws amendatory thereof and supplemental thereto.

This bond creates a lien and charge upon all fees, charges, and other revenues from the operation of the Borrower’s wastewater system (the “Facility”) after payment of all expenses incurred for the operation, maintenance, and repair of the Facility (the “Net Revenues”) and is on a parity with DEQ Loan Agreement No. 55700, as amended, OBDD Financing Contract No. Y19008, as may be amended, and Wastewater Revenue Bond No. 2 dated as of November 6, 2024, as described in the Amended and Restated Parity Agreement dated December 22, 2022 between the State of Oregon, by and through its Department of Environmental Quality and its Business Development Department and the Government (the “Parity Agreement”) and is superior to all other charges thereupon of any kind and nature, subject to the following sentence. The Borrower may issue additional borrowings on parity with the Bond if (1) the Borrower certifies that Net Revenues for the fiscal year following the year in which such bonds are to be issued are projected to be at least 120 percent of the average annual debt service requirements on all parity borrowings outstanding, including the proposed parity borrowing, or (2) the proposed parity borrowing is issued to finance the Facility. This bond and the interest thereon are payable solely from the Net Revenues of the Facility and neither this bond nor the payment of interest impose any general liability upon the Borrower for the payment thereof out of any monies other than Net Revenues of the Facility. The Borrower hereby irrevocably pledges the Net Revenues to the payment of this bond, and pursuant to ORS 287A.310, the pledge of the Net Revenues hereby made by the Borrower shall be valid and binding from the date of this bond.

It is hereby covenanted by the Borrower that so long as this bond shall be outstanding and unpaid, or until there shall have been set apart solely for that purpose sums sufficient to pay when due the entire principal sum hereof together with interest accrued, or to accrue thereon, the Borrower will impose and collect sufficient rates and charges for use of the Facility to provide for the operation and maintenance thereof and the payments on this bond and the maintenance of the various funds created under the Resolution; the Borrower also covenants that all use of the

Facility shall be subject to the full rates prescribed in the rules and regulations of the Borrower and that no free use of the Facility will be permitted. This bond is exchangeable at the sole expense of the Borrower at any time, upon ninety (90) days written notice, at the request of the registered owner hereof, and upon surrender of this bond to the Borrower at the office of the Borrower for registered bonds of the denomination of \$5,000.00 each, or integral multiples thereof, in the aggregate principal amount equal to the unpaid principal amount of the bond, and bearing interest on the unpaid principal balances at the rate of 2.00% per annum.

It is hereby covenanted by the Borrower that so long as this bond is held by the Government, the Borrower will not borrow money from any source or enter into any contract or agreement or incur any other liabilities secured by the Facility or Net Revenues, without obtaining the prior written consent of the Government.

If at any time it shall appear to the Government that the Borrower is able to refinance the amount of this bond then outstanding, in whole or in part, by obtaining a loan for such purposes from responsible cooperative or private credit sources, at reasonable rates and terms for loans for similar purposes and periods of time, the Borrower will, upon request of the Government, apply for and accept such loan in an amount sufficient to repay the Government and will take all such actions as may be required in connection with such loan.

For so long as this bond is held by the Government, the Borrower may amend this Resolution only with the consent of the Government.

It is hereby certified, recited, and declared that all acts, conditions and things required to exist, happen, and be performed precedent to and in the issuance of this bond have existed, have happened, and have been performed in due time, form and manner as required by law, that the amount of this bond, together with all obligations of the Borrower, does not exceed any limits prescribed by the Constitution and Statutes of the State of Oregon and the Charter of the Borrower.

IN WITNESS WHEREOF, the City of La Pine, Oregon has caused this bond to be signed by its Mayor and attested by its City Manager, all on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**CITY OF LA PINE, OREGON**

By: \_\_\_\_\_  
Mayor

ATTEST:

By: \_\_\_\_\_  
City Manager

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**BOND REGISTRATION CERTIFICATE**

**CITY OF LA PINE, OREGON  
WASTEWATER REVENUE BOND NO. 1**

**DATE: \_\_\_\_\_, 20\_\_**

**Registered in name of:  
United States of America acting through United States Department of Agriculture, Rural  
Utilities Service**

**USDA Rural Development, Community & Utilities Branch  
Mail Code 2232  
211 North Broadway, Suite 1701  
St. Louis, MO 63102**

**By:     /s/      
\_\_\_\_\_**  
**City Manager**

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[End of bond form.]

SECTION 3. All fees, charges, and other revenues from the operation of the Facility after payment of all expenses incurred for the operation, maintenance, and repair of the Facility (the “Net Revenues”) are hereby irrevocably pledged to the payment of the principal of and interest on the Bond. Pursuant to ORS 287A.310, the pledge of the Net Revenues shall be valid and binding from the date of the Bond. This Bond creates a lien and charge upon the Net Revenues of the City’s Facility on a parity with DEQ Loan Agreement No. 55700, as amended, OBDD Financing Contract No. Y19008, as may be amended, and Wastewater Revenue Bond No. 2 expected to be dated as of November 6, 2024 (“Bond No. 2”) as described in the Amended and Restated Parity Agreement dated December 22, 2022 between the State of Oregon, by and through its Department of Environmental Quality and its Business Development Department and the Government (the “Parity Agreement”) and is superior to all other charges thereupon of any kind and nature, subject to the following sentence. The Borrower may issue additional borrowings on parity with the Bond if (1) the Borrower certifies that Net Revenues for the fiscal year following the year in which such bonds are to be issued are projected to be at least 120 percent of the average annual debt service requirements on all parity borrowings outstanding, including the proposed parity borrowing, or (2) the proposed parity borrowing is issued to finance the Facility.

SECTION 4. The City Manager shall be the custodian of all funds of the Facility and all funds shall be deposited in a bank which is a member of the Federal Deposit Insurance Corporation or in the Local Government Investment Pool. The City Manager shall execute a Fidelity Bond in an amount not less than \$182,800 with a surety company approved by the Government and the amount thereof shall not be reduced without the prior written consent of the

Government. The City Manager is hereby directed to establish the following accounts into which the current funds of the Bond proceeds, the revenues from the Facility and other income shall be deposited, which accounts shall be continually maintained, except as otherwise provided, so long as the Bond hereby authorized remains unpaid.

(a) Construction Account. The proceeds of the Bond hereby authorized and any interim financing acquired shall be deposited in the Construction Account. Amounts in the Construction Account exceeding \$250,000 shall either be secured by the depository bank in advance in accordance with State and Federal law or deposited in the Oregon Local Government Investment Pool. Withdrawal from the Construction Account shall be made only on checks signed by City officials, as authorized by the City Council, and only for the purposes for which said bond was issued as specified in the estimate of costs. The City's share of any liquidated damages and other monies paid by defaulting contractors or their sureties will be deposited in the Construction Account to assure completion of the Project. When the construction of the Facility has been completed or all construction costs have been paid in full, any balance remaining in the Construction Account shall be used to pay outstanding installments on the Bond in inverse order without premiums; provided, however, that the proceeds to the Bond deposited in the Construction Account shall be used to retire any interim financing. The Construction Account shall then be closed.

(b) Revenue Account. Revenues of the Facility shall be set aside into a separate account to be designated the Revenue Account, and moneys so deposited therein shall be expended and used only in the manner and order as follows:

i. Operations and Maintenance Account (bookkeeping account). There shall be set aside and deposited each month, before any other expenditures therefrom, a sufficient portion of the moneys in the Revenue Account to pay the reasonable and necessary current expenses of operating, maintaining and administering the Facility for the current month.

ii. Debt Service Account (bookkeeping account). After the transfer required in item i above, there shall be transferred each month from the Revenue Account or other available funds pledged to the Bond, before any other expenditures or transfer therefrom, and deposited in the Debt Service Account for payment of the annual installment of the bond, a sum equal to at least one-twelfth of the annual installment becoming due on the next succeeding 6th day of November. If the City for any reason shall fail to make such monthly deposit, then an amount equal to the deficiency shall be set apart and deposited in the Debt Service Account out of the gross revenues in the ensuing month or months, which amount shall be in addition to the regular monthly deposit required during each succeeding month or months.

Whenever there shall accumulate in the Debt Service Account amounts in excess of the requirements during the next twelve months for paying principal and interest on outstanding bond installments, and in the Operation and Maintenance Account and the Reserve Accounts hereinafter established, amounts in excess of the requirements thereof, such excess may be used by the City to make prepayments on the bond.

(c) Reserve Accounts.

i. Debt Service Reserve Account. The City shall establish and maintain a Debt Service Reserve Account within the Revenue Account. There shall be set aside and deposited in the Debt Service Reserve Account after the transfer required in Section 4(b) (i) and (ii) above the sum of \$1,524.00 monthly until there is accumulated in that fund the sum of \$182,800, after which no further deposits need be made into said account except to replace withdrawals..

The Debt Service Reserve Account shall be used and disbursed only for the purpose of paying the cost of repairing or replacing any damage to the Facility which may be caused by any unforeseen catastrophe and when necessary for the purpose of making payments of principal and interest on the Bond hereby authorized in the event the amount of the Debt Service Account is insufficient to meet such payments. Approval by the Government is required prior to the use of the Debt Service Reserve Account funds. Whenever disbursements are made from the Debt Service Reserve Account, \$1,524.00 should be deposited per month into the Debt Service Reserve Account, until there is again accumulated the amount of \$182,800, at which time deposits may be again discontinued.

ii. Short-Lived Asset Replacement Reserve Account. The Borrower shall establish and maintain a Short-Lived Asset Replacement Reserve Account (“SLARRA”). The Borrower shall set aside and deposit in the SLARRA the sum of not less than \$17,100 annually for both the Bond and Bond No. 2. Amounts in the SLARRA shall be used and disbursed only for the purpose of replacing facility assets with an estimated life of less than fifteen years. Approval by the Government is not required prior to the use of amounts in the SLARRA.

SECTION 5. The Borrower covenants and agrees that so long as the Bond hereby authorized remains unpaid:

(a) The Borrower will indemnify the Government for any payments made or losses suffered by the Government as a result of or in connection with the Facility.

(b) The Borrower will comply with applicable State laws and regulations and continually operate and maintain the Facility in good condition.

(c) The Borrower will impose and collect sufficient rates and charges for use of the Facility to provide for the operation and maintenance thereof and the payments on the Bond hereby authorized and the maintenance of the various funds herein created; that all use of the Facility shall be subject to the full rates prescribed in the rules and regulations of the Borrower; and that no free use of the Facility will be permitted.

(d) The Borrower will maintain complete books and records relating to the operation of the Facility and its financial affairs and will cause such books and records to be audited annually at the end of each fiscal year and an audit report prepared, and will furnish the Government, without request, a copy of each annual audit report. At all reasonable times the Government shall have the right to inspect the Facility and the records, accounts and data of the Borrower relating thereto.



(e) The Borrower will maintain such insurance coverage as may be required by the Government.

(f) For so long as the Bond is held by the Government, the Borrower will not borrow money from any source or enter into any contract or agreement or incur any other liabilities in connection with making extensions or improvements to the Facility, exclusive of normal maintenance, without obtaining the prior written consent of the Government.

(g) For so long as the Bond is held by the Government, the Borrower will not borrow money from any source or enter into any contract or agreement or incur any other liabilities secured by the Facility or Net Revenues, without obtaining the prior written consent of the Government.

(h) The Borrower will not dispose of or transfer its title to the Facility or any part thereof, including lands and interest in lands, by sale, mortgage, lease, or other encumbrance, without the prior written consent of the Government. For so long as the Bond is held by the Government, the City will not defease the Bond without the prior written consent of the Government.

(i) The Borrower will cause to be collected such revenues as may be necessary to operate and maintain the Facility in good condition and meet payments on the Bond when the same become due if, for any reason, gross revenues are insufficient.

(j) The Borrower will comply with all federal laws and regulations to maintain the tax-exempt status of Bond interest from Federal income taxation and Oregon personal income taxation.

SECTION 6. If at any time it shall appear to the Government that the Borrower is able to refinance the amount of the Bond then outstanding, in whole or in part, by obtaining a loan for such purposes from responsible cooperative or private credit sources, at reasonable rates and terms for loans for similar purposes and periods of time, the Borrower will, upon request of the Government, apply for and accept such loan in an amount sufficient to repay the Government and will take all such actions as may be required in connection with such loan.

SECTION 7. The City designates the Mayor and the City Manager or any designee of either official (the "Authorized Representative"), to act on behalf of the Borrower and determine the terms of the Bond and to take any action and execute any certificates, documents or agreements that the Authorized Representative determines are desirable to issue, sell and deliver the Bond in accordance with this Resolution.

SECTION 8. Representatives are hereby authorized and directed to execute for and on behalf of the Borrower Form RD 400-1, "Equal Opportunity Agreement", Form RD 400-4, "Assurance Agreement", as required by the provisions of Title VI of the Civil Rights Act of 1964, RUS Bulletin 1780-27, "Loan Resolution", Form RD 442-21, "Right-of-Way Certificate", Form RD 1942-46, "Letter of Intent to Meet Conditions", Form RD 1910-11, "Applicant Certification Federal Collection Policies for Consumer or Commercial Debts", Form RD 1924-18, "Partial Payment Estimate", Form AD-1047, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions", Form AD-1048,

“Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions”, and if an RUS development grant is involved, RUS Bulletin 1780-12, “Water and Waste System Grant Agreement”, and Form AD-1049, “Certification Regarding Drug-Free Workplace Requirements (Grants),” and to act on behalf of the City and determine the terms of the Bond and to take any action and execute any certificates, documents or agreements that the Authorized Representative determines are desirable to issue, sell and deliver the Bond in accordance with this Resolution.

SECTION 9. Amendment of Resolution. For so long as the Bond is held by the Government, the Borrower may amend this Resolution only with the consent of the Government.

ADOPTED by the City and APPROVED by the City Council this 23rd day of October, 2024.

**CITY OF LA PINE, OREGON**

By \_\_\_\_\_  
Mayor

ATTEST:

By \_\_\_\_\_  
City Manager

**RESOLUTION NO. 2024-20**

**A RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE OF THE CITY OF LA PINE, OREGON, WASTEWATER REVENUE BOND NO. 2 IN THE PRINCIPAL SUM OF NOT TO EXCEED \$8,000,000 TO THE UNITED STATES OF AMERICA, ACTING THROUGH THE UNITED STATES DEPARTMENT OF AGRICULTURE RURAL UTILITIES SERVICE, FOR THE PURPOSE OF PROVIDING A PORTION OF THE COSTS TO FINANCE CONSTRUCTION OF IMPROVEMENTS TO AND EXPANSION OF THE CITY'S WASTEWATER SYSTEM, PROVIDING FOR THE FORM AND TERMS OF SAID BOND AND AUTHORIZING THE PAYMENT OF SAME.**

WHEREAS, the City Council (the "City Council") of the City of La Pine, Oregon (the "City" or "Borrower"), pursuant to the authority of Oregon Revised Statutes 287A.150, the Constitution and Laws of the State of Oregon and laws amendatory thereof and supplemental thereto, adopted RUS Bulletin 1780-27 Loan Resolution on August 10, 2022, and adopted City Resolution No. 2017-04 on May 10, 2017 (the "2017 Resolution") duly authorizing the City to issue wastewater revenue bonds in an amount not to exceed \$11,000,000 and Resolution No. 2022-08 on August 10, 2022 (the "2022 Resolution" and together with the 2017 Resolution, the "Resolution") duly authorizing the City to issue wastewater revenue bonds in an amount not to exceed \$3,000,000, to finance capital improvements to the City's wastewater system, including a new treated wastewater storage pond, a new effluent irrigation system and irrigation area, a septage receiving station, and several collection system main lines and lift stations to provide additional connections inside the City limits, adding the Cagle and Glenwood Acres areas to the City's wastewater system, and completing improvements to the storage and effluent disposal systems to serve the entire wastewater system, and to fund any necessary reserves and costs of issuance. Collectively, the improvements to the City's wastewater system are referred to herein as the "Project" and the wastewater facilities are collectively referred to herein as the "Facility"; and

WHEREAS, notice of adoption of the 2017 Resolution was given as provided by law on May 24, 2017, and no petitions were filed by the electors of the City on or before July 24, 2017, the 61<sup>st</sup> day after the date of publication of the notice.

WHEREAS, notice of adoption of the 2022 Resolution was given as provided by law on August 16, 2022, and no petitions were filed by the electors of the City on or before October 16, 2022, the 61<sup>st</sup> day after the date of publication of the notice.

WHEREAS, the United States of America, acting through the United States Department of Agriculture Rural Utilities Service (the "Government") appropriated \$8,000,000, as set forth in a Letter of Conditions dated May 11, 2022, and as may be further amended, to loan that amount to the City at an interest rate of 1.50% per annum for the Project; and

WHEREAS, the City has been directed to proceed in accordance with law to issue the bonds, and concurrently therewith and subsequent thereto the City has commenced negotiations with the Government for financial assistance to improve the Facility; and,

WHEREAS, the Government has indicated a desire to consider financial assistance and as a result, it is necessary to cause the execution and delivery of installment bonds or other evidence of indebtedness to secure any loan or loans made, or insured by the Government and to comply with any requirements, terms, and conditions prescribed by the Government or by Government regulations and to execute contracts or enter into agreements and to take any and all other action as may be necessary, incidental or appropriate to improve the Facility for and on behalf of the City;

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

SECTION 1. It is necessary to defray a portion of the costs of improving the Facility by obtaining a loan made by the Government in accordance with the applicable provisions of the Rural Development Act of 1972, and the Government has acknowledged that the City is unable to obtain sufficient credit elsewhere to finance the Facility taking into consideration prevailing private and cooperative rates and terms concurrently available.

SECTION 2. The City shall borrow \$8,000,000 and issue as evidence thereof an installment Wastewater Revenue Bond No. 2 (the "Bond") for the full principal amount of the loan. The Bond shall be dated with the date of delivery thereof, and shall be in substantially the following form:

**UNITED STATES OF AMERICA  
STATE OF OREGON  
COUNTY OF DESCHUTES  
CITY OF LA PINE  
WASTEWATER REVENUE BOND NO. 2**

KNOW ALL MEN BY THESE PRESENTS: the City of La Pine, Oregon, hereinafter called the "Borrower", hereby acknowledges itself indebted and for value received promises to pay to the order of the United States of America, acting through the United States Department of Agriculture Rural Utilities Service, hereinafter called the "Government", the principal sum of Eight Million Dollars (\$8,000,000) plus interest on the unpaid principal balance at the rate of 1.50% per annum. The said principal and interest shall be payable in the following installments on or before the following dates:

The sum of \$267,440 on the 6th day of November, 2025, and the sum of \$267,440 annually thereafter on the 6th day of November until the principal and said interest are fully paid, except that the final installment of the entire indebtedness evidenced hereby, if not sooner paid, shall be due and payable forty (40) years from the date of this bond.

Prepayments of scheduled installments, or any portion thereof, may be made at any time at the option of the Borrower. Refunds, extra payments and loan proceeds obtained from outside sources for the purpose of paying down the Bond, shall, after payment of interest, be applied to the installments last to become due under this Bond and shall not affect the obligation of the Borrower to pay the remaining installments as scheduled herein.

This bond shall be registered as to principal and interest in the name of the United States of America in an appropriate book in the Office of the Borrower, each registration to be noted on the Bond Registration Certificate attached hereto by the City Manager of the Borrower and no transfer hereof shall be valid unless made on said book and similarly noted on the Bond Registration Certificate.

Both the principal and interest on this Bond shall be paid to the United States of America (as such registered holder) by pre-authorized debit to the United States Department of Agriculture Rural Utilities Service.

Default hereunder shall constitute default under any other instrument evidencing a debt of the Borrower owing to or insured by the Government or securing or otherwise relating to such a debt, and default under any other such instrument shall constitute default hereunder. Upon default the Government, at its option, may declare all or any part of the indebtedness immediately due and payable.

This bond is given as evidence of a loan to the Borrower made by the Government pursuant to the Rural Development Act of 1972, as amended, and shall be subject to the present regulations of the Government or its successor agency. The Borrower hereby agrees to comply with requirements of the Government as contained in the Letter of Conditions dated May 11, 2022, and the Loan Resolution, Form RD 1780-27 dated August 10, 2022.

This bond is authorized and issued by virtue of Resolution No. 2017-04 adopted by the City Council of the Borrower on May 10, 2017, Resolution No. 2022-08 adopted by the City Council of the Borrower on August 10, 2022, and by Resolution No. 2024-20 adopted by the City Council of the Borrower on October 23, 2024 (collectively, the “Resolution”), and pursuant to the Constitution and Laws of the State of Oregon, and laws amendatory thereof and supplemental thereto.

This bond creates a lien and charge upon all fees, charges, and other revenues from the operation of the Borrower’s wastewater system (the “Facility”) after payment of all expenses incurred for the operation, maintenance, and repair of the Facility (the “Net Revenues”) and is on a parity with DEQ Loan Agreement No. 55700, as amended, OBDD Financing Contract No. Y19008, as may be amended, and Wastewater Revenue Bond No. 1 dated as of November 6, 2024, as described in the Amended and Restated Parity Agreement dated December 22, 2022 between the State of Oregon, by and through its Department of Environmental Quality and its Business Development Department and the Government (the “Parity Agreement”) and is superior to all other charges thereupon of any kind and nature, subject to the following sentence. The Borrower may issue additional borrowings on parity with the Bond if (1) the Borrower certifies that Net Revenues for the fiscal year following the year in which such bonds are to be issued are projected to be at least 120 percent of the average annual debt service requirements on all parity borrowings outstanding, including the proposed parity borrowing, or (2) the proposed parity borrowing is issued to finance the Facility. This bond and the interest thereon are payable solely from the Net Revenues of the Facility and neither this bond nor the payment of interest impose any general liability upon the Borrower for the payment thereof out of any monies other than Net Revenues of the Facility. The Borrower hereby irrevocably pledges the Net Revenues to the payment of this bond, and pursuant to ORS 287A.310, the pledge of the Net Revenues hereby made by the Borrower shall be valid and binding from the date of this bond.

It is hereby covenanted by the Borrower that so long as this bond shall be outstanding and unpaid, or until there shall have been set apart solely for that purpose sums sufficient to pay when due the entire principal sum hereof together with interest accrued, or to accrue thereon, the Borrower will impose and collect sufficient rates and charges for use of the Facility to provide for the operation and maintenance thereof and the payments on this bond and the maintenance of the various funds created under the Resolution; the Borrower also covenants that all use of the Facility shall be subject to the full rates prescribed in the rules and regulations of the Borrower and that no free use of the Facility will be permitted. This bond is exchangeable at the sole expense of the Borrower at any time, upon ninety (90) days written notice, at the request of the registered owner hereof, and upon surrender of this bond to the Borrower at the office of the Borrower for registered bonds of the denomination of \$5,000.00 each, or integral multiples thereof, in the aggregate principal amount equal to the unpaid principal amount of the bond, and bearing interest on the unpaid principal balances at the rate of 1.50% per annum.

It is hereby covenanted by the Borrower that so long as this bond is held by the Government, the Borrower will not borrow money from any source or enter into any contract or agreement or incur any other liabilities secured by the Facility or Net Revenues, without obtaining the prior written consent of the Government.

If at any time it shall appear to the Government that the Borrower is able to refinance the amount of this bond then outstanding, in whole or in part, by obtaining a loan for such purposes from responsible cooperative or private credit sources, at reasonable rates and terms for loans for similar purposes and periods of time, the Borrower will, upon request of the Government, apply for and accept such loan in an amount sufficient to repay the Government and will take all such actions as may be required in connection with such loan.

For so long as this bond is held by the Government, the Borrower may amend this Resolution only with the consent of the Government.

It is hereby certified, recited, and declared that all acts, conditions and things required to exist, happen, and be performed precedent to and in the issuance of this bond have existed, have happened, and have been performed in due time, form and manner as required by law, that the amount of this bond, together with all obligations of the Borrower, does not exceed any limits prescribed by the Constitution and Statutes of the State of Oregon and the Charter of the Borrower.

IN WITNESS WHEREOF, the City of La Pine, Oregon has caused this bond to be signed by its Mayor and attested by its City Manager, all on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**CITY OF LA PINE, OREGON**

By: \_\_\_\_\_  
/s/  
Mayor

ATTEST:

By: \_\_\_\_\_  
/s/  
City Manager

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**BOND REGISTRATION CERTIFICATE**

**CITY OF LA PINE, OREGON  
WASTEWATER REVENUE BOND NO. 2**

**DATE:** \_\_\_\_\_, 20\_\_

**Registered in name of:  
United States of America acting through United States Department of Agriculture, Rural  
Utilities Service**

**USDA Rural Development, Community & Utilities Branch  
Mail Code 2232  
211 North Broadway, Suite 1701  
St. Louis, MO 63102**

By: \_\_\_\_\_  
/s/  
**City Manager**

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[End of bond form.]

SECTION 3. All fees, charges, and other revenues from the operation of the Facility after payment of all expenses incurred for the operation, maintenance, and repair of the Facility (the “Net Revenues”) are hereby irrevocably pledged to the payment of the principal of and interest on the Bond. Pursuant to ORS 287A.310, the pledge of the Net Revenues shall be valid and binding from the date of the Bond. This Bond creates a lien and charge upon the Net

Revenues of the City’s Facility on a parity with DEQ Loan Agreement No. 55700, as amended, OBDD Financing Contract No. Y19008, as may be amended, and Wastewater Revenue Bond No. 1 expected to be dated as of November 6, 2024 (“Bond No. 1”) as described in the Amended and Restated Parity Agreement dated December 22, 2022 between the State of Oregon, by and through its Department of Environmental Quality and its Business Development Department and the Government (the “Parity Agreement”) and is superior to all other charges thereupon of any kind and nature, subject to the following sentence. The Borrower may issue additional borrowings on parity with the Bond if (1) the Borrower certifies that Net Revenues for the fiscal year following the year in which such bonds are to be issued are projected to be at least 120 percent of the average annual debt service requirements on all parity borrowings outstanding, including the proposed parity borrowing, or (2) the proposed parity borrowing is issued to finance the Facility.

SECTION 4. The City Manager shall be the custodian of all funds of the Facility and all funds shall be deposited in a bank which is a member of the Federal Deposit Insurance Corporation or in the Local Government Investment Pool. The City Manager shall execute a Fidelity Bond in an amount not less than \$267,440 with a surety company approved by the Government and the amount thereof shall not be reduced without the prior written consent of the Government. The City Manager is hereby directed to establish the following accounts into which the current funds of the Bond proceeds, the revenues from the Facility and other income shall be deposited, which accounts shall be continually maintained, except as otherwise provided, so long as the Bond hereby authorized remains unpaid.

(a) Construction Account. The proceeds of the Bond hereby authorized and any interim financing acquired shall be deposited in the Construction Account. Amounts in the Construction Account exceeding \$250,000 shall either be secured by the depository bank in advance in accordance with State and Federal law or deposited in the Oregon Local Government Investment Pool. Withdrawal from the Construction Account shall be made only on checks signed by City officials, as authorized by the City Council, and only for the purposes for which said bond was issued as specified in the estimate of costs. The City’s share of any liquidated damages and other monies paid by defaulting contractors or their sureties will be deposited in the Construction Account to assure completion of the Project. When the construction of the Facility has been completed or all construction costs have been paid in full, any balance remaining in the Construction Account shall be used to pay outstanding installments on the Bond in inverse order without premiums; provided, however, that the proceeds to the Bond deposited in the Construction Account shall be used to retire any interim financing. The Construction Account shall then be closed.

(b) Revenue Account. Revenues of the Facility shall be set aside into a separate account to be designated the Revenue Account, and moneys so deposited therein shall be expended and used only in the manner and order as follows:

i. Operations and Maintenance Account (bookkeeping account). There shall be set aside and deposited each month, before any other expenditures therefrom, a sufficient portion of the moneys in the Revenue Account to pay the reasonable and necessary current expenses of operating, maintaining and administering the Facility for the current month.



ii. Debt Service Account (bookkeeping account). After the transfer required in item i above, there shall be transferred each month from the Revenue Account or other available funds pledged to the Bond, before any other expenditures or transfer therefrom, and deposited in the Debt Service Account for payment of the annual installment of the bond, a sum equal to at least one-twelfth of the annual installment becoming due on the next succeeding 6th day of November. If the City for any reason shall fail to make such monthly deposit, then an amount equal to the deficiency shall be set apart and deposited in the Debt Service Account out of the gross revenues in the ensuing month or months, which amount shall be in addition to the regular monthly deposit required during each succeeding month or months.

Whenever there shall accumulate in the Debt Service Account amounts in excess of the requirements during the next twelve months for paying principal and interest on outstanding bond installments, and in the Operation and Maintenance Account and the Reserve Accounts hereinafter established, amounts in excess of the requirements thereof, such excess may be used by the City to make prepayments on the bond.

(c) Reserve Accounts.

i. Debt Service Reserve Account. The City shall establish and maintain a Debt Service Reserve Account within the Revenue Account. There shall be set aside and deposited in the Debt Service Reserve Account after the transfer required in Section 4(b) (i) and (ii) above the sum of \$2,229.00 monthly until there is accumulated in that fund the sum of \$267,440, after which no further deposits need be made into said account except to replace withdrawals.

The Debt Service Reserve Account shall be used and disbursed only for the purpose of paying the cost of repairing or replacing any damage to the Facility which may be caused by any unforeseen catastrophe and when necessary for the purpose of making payments of principal and interest on the Bond hereby authorized in the event the amount of the Debt Service Account is insufficient to meet such payments. Approval by the Government is required prior to the use of the Debt Service Reserve Account funds. Whenever disbursements are made from the Debt Service Reserve Account, \$2,229.00 should be deposited per month into the Debt Service Reserve Account, until there is again accumulated the amount of \$267,440, at which time deposits may be again discontinued.

ii. Short-Lived Asset Replacement Reserve Account. The Borrower shall establish and maintain a Short-Lived Asset Replacement Reserve Account (“SLARRA”). The Borrower shall set aside and deposit in the SLARRA the sum of not less than \$17,100 annually for both the Bond and Bond No. 1. Amounts in the SLARRA shall be used and disbursed only for the purpose of replacing facility assets with an estimated life of less than fifteen years. Approval by the Government is not required prior to the use of amounts in the SLARRA.

SECTION 5. The Borrower covenants and agrees that so long as the Bond hereby authorized remains unpaid:

(a) The Borrower will indemnify the Government for any payments made or losses suffered by the Government as a result of or in connection with the Facility.

(b) The Borrower will comply with applicable State laws and regulations and continually operate and maintain the Facility in good condition.

(c) The Borrower will impose and collect sufficient rates and charges for use of the Facility to provide for the operation and maintenance thereof and the payments on the Bond hereby authorized and the maintenance of the various funds herein created; that all use of the Facility shall be subject to the full rates prescribed in the rules and regulations of the Borrower; and that no free use of the Facility will be permitted.

(d) The Borrower will maintain complete books and records relating to the operation of the Facility and its financial affairs and will cause such books and records to be audited annually at the end of each fiscal year and an audit report prepared, and will furnish the Government, without request, a copy of each annual audit report. At all reasonable times the Government shall have the right to inspect the Facility and the records, accounts and data of the Borrower relating thereto.

(e) The Borrower will maintain such insurance coverage as may be required by the Government.

(f) For so long as the Bond is held by the Government, the Borrower will not borrow money from any source or enter into any contract or agreement or incur any other liabilities in connection with making extensions or improvements to the Facility, exclusive of normal maintenance, without obtaining the prior written consent of the Government.

(g) For so long as the Bond is held by the Government, the Borrower will not borrow money from any source or enter into any contract or agreement or incur any other liabilities secured by the Facility or Net Revenues, without obtaining the prior written consent of the Government.

(h) The Borrower will not dispose of or transfer its title to the Facility or any part thereof, including lands and interest in lands, by sale, mortgage, lease, or other encumbrance, without the prior written consent of the Government. For so long as the Bond is held by the Government, the City will not defease the Bond without the prior written consent of the Government.

(i) The Borrower will cause to be collected such revenues as may be necessary to operate and maintain the Facility in good condition and meet payments on the Bond when the same become due if, for any reason, gross revenues are insufficient.

(j) The Borrower will comply with all federal laws and regulations to maintain the tax-exempt status of Bond interest from Federal income taxation and Oregon personal income taxation.

SECTION 6. If at any time it shall appear to the Government that the Borrower is able to refinance the amount of the Bond then outstanding, in whole or in part, by obtaining a loan for

such purposes from responsible cooperative or private credit sources, at reasonable rates and terms for loans for similar purposes and periods of time, the Borrower will, upon request of the Government, apply for and accept such loan in an amount sufficient to repay the Government and will take all such actions as may be required in connection with such loan.

SECTION 7. The City designates the Mayor and the City Manager or any designee of either official (the “Authorized Representative”), to act on behalf of the Borrower and determine the terms of the Bond and to take any action and execute any certificates, documents or agreements that the Authorized Representative determines are desirable to issue, sell and deliver the Bond in accordance with this Resolution.

SECTION 8. Representatives are hereby authorized and directed to execute for and on behalf of the Borrower Form RD 400-1, “Equal Opportunity Agreement”, Form RD 400-4, “Assurance Agreement”, as required by the provisions of Title VI of the Civil Rights Act of 1964, RUS Bulletin 1780-27, “Loan Resolution”, Form RD 442-21, “Right-of-Way Certificate”, Form RD 1942-46, “Letter of Intent to Meet Conditions”, Form RD 1910-11, “Applicant Certification Federal Collection Policies for Consumer or Commercial Debts”, Form RD 1924-18, “Partial Payment Estimate”, Form AD-1047, “Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions”, Form AD-1048, “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions”, and if an RUS development grant is involved, RUS Bulletin 1780-12, “Water and Waste System Grant Agreement”, and Form AD-1049, “Certification Regarding Drug-Free Workplace Requirements (Grants),” and to act on behalf of the City and determine the terms of the Bond and to take any action and execute any certificates, documents or agreements that the Authorized Representative determines are desirable to issue, sell and deliver the Bond in accordance with this Resolution.

SECTION 9. Amendment of Resolution. For so long as the Bond is held by the Government, the Borrower may amend this Resolution only with the consent of the Government.

ADOPTED by the City and APPROVED by the City Council this 23rd day of October, 2024.

**CITY OF LA PINE, OREGON**

By \_\_\_\_\_  
Mayor

ATTEST:

By \_\_\_\_\_  
City Manager