

CITY OF MOSIER

small enough to make a difference

MOSIER CITY COUNCIL MEETING
June 6, 2018 at 6:30 P.M.
Mosier Senior Center at 500 Second Ave

I	6:30pm	Call to Order (please silence or turn-off cell phones)	
II		Agenda corrections or additions	5 min
III		Business from the Audience —This is an opportunity for Mosier residents and anyone else to express concerns, needs, or opportunities. Please keep your comments succinct and under two minutes. You may bring in written materials for Council and Staff to review. The Mayor can assign the issue to a future Council meeting, to a Council Committee, or to staff. Please realize that council cannot offer any response immediately, but will give the matter due consideration.	10 min
IV		Approval of: 05/16/18 - City Council Meeting Minutes	
V		BUSINESS	
1.	6:45 pm	Main Street Mosier Donation – Mark Cherniack	10 min
2.	6:55 pm	USDA Grant/Loan Project Report and Resolution for Financial Underwriter – John Grim	15 min
3.	7:10 pm	Draft Resolution for Transient Room Tax – Laura Westmeyer	15 min
4.	7:25 pm	DLCD Grant Application for Housing Study – due 6/15/18 – Nick Kraemer	15 min
5.	7:40 pm	Report on Meeting with Aaron Hunt for Derailment Site Restoration Plan – Colleen Coleman	10 min
6.	7:50 pm	Sewage Treatment Plant Contract – Jacobs/CH2M – Colleen Coleman	10 min
7.	8:00 pm	Announcements	10 min
8.	8:10pm	Newsletter Items	5 min
VI	8:50 pm	Adjourn	

PO Box 955
407 State St.
Lyle, Washington 98635

Phone: (509) 365-5421
E-mail: jgrim@johngrimassociates.com

Memo

To: Colleen Coleman
From: John Grim P.E. City Engineer
CC:
Date: May 29th, 2018
Re: 2018 Water System Improvement - Project Status Report No. 1

Colleen, this memo is intended to provide you with a current snapshot of the status of the funding work for the City's Water System Improvement Project. Please feel free to share with City Council. Note that I am intentionally not estimating a schedule for these tasks due to uncertainty in USDA's processing of the application. My hope is to have an engineering consultant on board and working before September 1st.

Funding Work

1. Application Status
 - a. Application submittal is done.
 - b. Environmental report is done and being reviewed by USDA.
 - c. Archaeological report is complete and approved by SHPO.
 - d. Tribal consultation is complete.
 - e. USDA RFI No. 1 response is complete.
 - f. USDA RFI No. 2 response is complete.
 - g. USDA RFI No. 3 response is under review.
2. Interim Financing Status.
 - a. Asked Jayme to look into bank loan terms. Need to acquire a short-term loan (5 years) for the debt service after receiving the LOC.
3. Bonding Status.
 - a. Hired Foster Pepper to do bonding work.
 - b. Prepared bonding resolution for CC approval June 6th meeting.
 - c. Bond work on hold until USDA issues funding award (aka Letter of Conditions).
4. Rate Evaluation. Updated the analysis of the impact of this project on rates based on USDA's latest estimated funding terms and increases in the City's water utility expenses.



5. USDA Letter of Conditions (pending).

Consulting Services

1. Consulting services task.
 - a. Hired GSI to evaluate the Well 2 pump testing results effect on the overall water supply plan. Work is under way.
 - b. USDA approved my proposed schedule which is to begin the competitive selection process for engineering after receiving the LOC.
 - c. Intent is to use City's cash reserve match (\$100K) for 2018/2019 engineering services.
 - d. Competitive selection process. Consider sole source for hydrogeologic and water rights work (GSI). Issue RFQ for engineering services. Review and select or go to RFP and/or interview.
2. Engineering agreement administration.
 - a. Negotiate scope of services and fee.
 - b. Administer contractual agreement (see USDA forms).
 - c. Execute agreement.



RESOLUTION NO. 2018-06

A RESOLUTION OF THE CITY OF MOSIER, OREGON AUTHORIZING THE ISSUANCE OF WATER REVENUE BONDS UP TO \$1,400,000 IN AGGREGATE PRINCIPAL AMOUNT TO FINANCE WATER SYSTEM IMPROVEMENTS AND EXTENSIONS

WHEREAS, the City of Mosier, Oregon (the “City”) is authorized to issue revenue bonds for any public purpose under ORS 287A.150. Revenue bonds issued under ORS 287A.150 may be payable from all or any portion of the “revenue” or other property of the City. ORS Chapter 287A defines “revenue” to include all fees, tolls, excise taxes, assessments, property taxes and other taxes, rates, charges, rentals and other income or receipts derived by a public body or to which a public body is entitled;

WHEREAS, ORS 287A.150 permits the City to authorize revenue bonds by enacting a resolution. The City may not sell those revenue bonds for 60 days after publication of notice of the resolution. If the resolution is referred to a vote during that 60-day period, the City may not sell the revenue bonds described in that resolution unless the voters approve the issuance of the revenue bonds;

WHEREAS, the City has identified the need to finance capital improvements to the City’s water system, including upgrading Well 5, the Eastside booster pump station and telemetry, and other capital improvements (collectively, the “Project”);

WHEREAS, the estimated total cost of the Project is expected to be \$1,500,000, which the City expects to finance with (a) approximately \$100,000 of funds of the City, (b) a grant from the United States Department of Agriculture, Rural Development (“USDA”) of approximately \$420,000, and (c) a loan from USDA (to be evidenced by the revenue bonds authorized by this resolution) for the remaining portion;

WHEREAS, the City adopts this resolution to authorize the issuance of up to \$1,400,000 in aggregate principal amount of water revenue bonds to finance the Project and the costs of issuing the revenue bonds;

NOW THEREFORE, the City of Mosier, Oregon, resolves as follows:

Section 1. Revenue Bonds Authorized. The City hereby authorizes the issuance of up to \$1,400,000 in aggregate principal amount of revenue bonds under ORS 287A.150 to finance costs of the Project and the costs of issuing the revenue bonds. The bonds shall be payable from the revenue of the City’s water system and the City may pledge those revenues, and any other “revenue” as defined in ORS Chapter 287A or property of the City to pay the bonds authorized by this resolution. Prior to the selling the bonds described herein, the City Council shall adopt a resolution or ordinance, or delegates to the City Manager to sign a declaration, establishing the terms and conditions of the bonds, including the final principal amount, or delegating the authority to establish those terms and conditions, and may issue a bond anticipation note,

pursuant to a separate resolution or ordinance, to finance costs of the Project pending the issuance of the bonds.

Section 2. No Additional Taxes Authorized; Bonds Payable Solely from Revenues. Neither the authorization nor the issuance of the bonds described in Section 1 of this resolution shall authorize the City to levy any additional taxes.

Section 3. Procedure. The bonds described in Section 1 of this resolution shall not be sold until the period of referral of this resolution has expired. If this resolution is referred, the City may not sell the bonds described in Section 1 of this resolution unless the voters approve the issuance of the bonds.

Section 4. Reimbursement. The City hereby declares its official intent to reimburse its expenditures on the Project with the proceeds of the bonds described in Section 1 of this resolution pursuant to United States Treasury Regulation 1.150-2.

Passed and adopted by the Mosier City Council this 3rd day of June, 2018

By: _____
Arlene C. Burns, Mayor

Acknowledged by: _____
Jayme Bennett, City Recorder

Staff Report

Meeting Date: 6/6/18

Staff: Nick Kraemer, Contract City Planner

Agenda Title: DLCD Grant Opportunity - Oregon Housing Planning Project

Agenda Action: DLCD Grant Opportunity - Oregon Housing Planning Project

Fiscal Impact: Staff and Contract Planner time to participate in the project.

Staff Recommendation: See below

Discussion from Nick Kraemer:

See attached for Grant Description.

This is essentially the same type of project we applied for grant funding in the last round of DLCD Technical Assistance Grants. This grant would provide an in-depth Housing Needs Analysis, Code Audit & Update, and Housing Strategy Implementation Plan.

I spoke with DLCD Rep and got some more information on the program. This round of grants are geared towards bigger, rent-burdened cities. However, DLCD is hoping that they can show need for more funding at the legislature - if many cities apply for funds.

There is no local match required. DLCD expects City to allocate staff time to participate in the process. If selected a Memorandum of Understanding will be completed between City and DLCD. A contractor specializing in this work would provide the services outlined in the grant program description. I would expect the project to be in the range of \$15k to \$25k for the contractor to complete this work.

The City of Maupin may also be interested in this opportunity. I am reaching out to the City of Maupin and Wasco County to gauge interest in applying for the funds together. This may make the application more competitive. I'll follow up with Colleen on the response from those inquiries.

The application is one-page and due by June 15th.

Potential City Council Action:

- 1) Vote to approve making the application and authorize the Mayor to sign the application
- 2) Vote to deny making the application
- 3) Request more information from Staff

Discussion from City Manager:



REQUEST FOR ASSISTANCE OREGON HOUSING PLANNING PROJECT



The Oregon Department of Land Conservation and Development (DLCD) is accepting requests for planning assistance from cities and counties to update comprehensive plans and land use regulations to increase the affordability and supply of housing in the state.

Background

During the 2018 legislative session, the legislature appropriated funds to DLCD for the purpose of providing technical assistance to local governments in increasing the affordability of housing within urban growth boundaries ([HB 4006](#)). Technical assistance will include an analysis of housing needs, audits of land use codes (to identify barriers to housing development), revisions to land use codes (to remove barriers), and implementation plans for increasing housing supply.

To provide this assistance, DLCD will contract with consultants experienced in completing Housing Needs Analyses (HNAs) and updating land use codes, and the consultant will work for a city – or group of cities within a county or region – to prepare draft updates to the comprehensive plan or code. For jurisdictions with up-to-date plans and codes, assistance with developing a strategy to implement the plan is also offered. The projects must be completed and funds expended by June 30, 2019.

Available Services

Cities and counties may request assistance developing one of the following products.

Housing Needs Analysis. The consultant will work with one or more advisory committees appointed by the city – or the county acting on behalf of a group of cities – to prepare a hearings-ready draft HNA. An HNA includes a housing needs projection (addressing housing types and price levels), residential land needs analysis, buildable lands inventory, and identification of measures for accommodating needed housing as described in OAR chapter 660, divisions 7 and 8. The purpose of an HNA is to ensure that cities have an available land supply to accommodate their housing needs over the next 20 years.

Code Audit. The consultant will work with an advisory committee appointed by the city or county to conduct a code audit of existing zoning and development code(s) to identify permitting criteria and processes that are a barrier to housing development. Specifically, an audit will assess the presence of a clear and objective approval path for needed housing, identify criteria or processes that may be a barrier to the development of needed housing, and determine whether permitted use lists and development standards ensure that the mix and density of allowed housing can accommodate needed housing as identified in the HNA. Priority will be given to cities with HNAs updated within the last five years.

Code Update. The consultant will work with an advisory committee appointed by the city or county to conduct a code update of the zoning and development code(s) to remove barriers to housing development and add provisions to increase housing development, types, and affordability. The code update will address local needs by updating the code(s) as needed to: provide or enhance a clear and objective approval path for Needed Housing, remove or amend criteria or processes that hinder development of needed housing, and update permitted use lists and development standards to ensure that the mix and density of allowed housing can accommodate needed housing. In addition to

comprehensive code updates, a city may propose a code update focused on a more specific or targeted subject affecting residential development (e.g., off-street parking standards, lot-dimension standards) that have already been identified as a barrier to the development of needed housing by an adopted HNA or code audit. Priority will be given to cities with HNAs updated within the last five years.

Housing Strategy Implementation Plan. For communities with HNAs less than five year old, the consultant will work with an advisory committee appointed by the city or county to develop an action plan to implement one or more of the housing strategies identified in the HNA. A housing strategy may include changes to zoning, programs to manage short-term or vacation rentals, incentives for affordable housing, SDC waivers, or other regulatory or non-regulatory tools.

Eligibility

All cities and counties are eligible to submit a Request for Assistance. Because housing planning is completed for a specific urban growth area, a non-Metro county government is eligible only as a convener for a group of cities within its boundaries. A Metro county is eligible for its urban area.

If the department receives more interest than available funding can accommodate, priority will be given first to cities that are over 10,000 population and severely rent-burdened.¹ Second priority will be given to other cities that are severely rent-burdened; third priority will be to cities over 10,000 population with high population growth rates. The department will also consider local government readiness, geographic distribution, consultant availability and expertise, and type of technical assistance requested.

Application and Next Steps

Complete and sign one-page application (on following page). Applications will be accepted through June 15, 2018.

Selected jurisdictions will be asked to sign a memorandum of understanding that spells out the roles and responsibilities of the consultant, DLCD, and the local government.

Additional Information

Please contact your DLCD regional representative with questions or for more information.

<u>Mid-Willamette Valley</u> Angela Carnahan angela.carnahan@state.or.us 503-934-0056	<u>East Metro</u> Jennifer Donnelly jennifer.donnelly@state.or.us 503-725-2183	<u>West Metro</u> Anne Debbaut anne.debbaut@state.or.us 503-725-2182
<u>Central Oregon:</u> Scott Edelman scott.edelman@state.or.us 541-306-8530	<u>Southern Oregon</u> Josh LeBombard josh.lebombard@state.or.us 541-414-7932	<u>South Coast</u> Dave Perry dave.perry@state.or.us 541-574-1584
<u>North Coast</u> Matt Spangler matt.spangler@state.or.us 541-574-1095	<u>Eastern Oregon :</u> Phil Stenbeck phil.stenbeck@state.or.us 541-325-6924	<u>Southern Willamette Valley</u> Patrick Wingard patrick.wingard@state.or.us 541-393-7675

¹ HB 4006 prioritized funding for these cities, and defined a “severely rent burdened” city as one where 25 percent or more of the renter households in the city spend more than 50 percent of the income of the household on gross rent for housing.

REQUEST FOR ASSISTANCE: Oregon Housing Planning Project		
City: <i>OR</i>		
County:		
For these cities:		
Contact Person (name and title):		
Contact phone number:		
Contact e-mail address:		
Service of Interest. Select one. <input type="checkbox"/> Housing Needs Analysis <input type="checkbox"/> Code audit (priority will be given where HNA is less than five years old) <input type="checkbox"/> Code update (priority will be given where HNA is less than five years old) <input type="checkbox"/> Housing strategy implementation plan (if HNA is less than five years old)		
By signing below, the local government demonstrates community support as required by ORS 284.753(5) – signature by an elected official authorized to act on behalf of the governing body.		
_____		_____
Signature of local governing body representative		Date

Title		

Submittal

Please submit this Request for Assistance by June 15, 2018 to DLCD by email to the following address: DLCD.GFGrant@state.or.us.

From: Laura Westmeyer
To: [Arlene Burns](#); [Colleen Coleman](#)
Subject: Revenue opportunity for the City - TLT
Date: Thursday, April 12, 2018 11:59:54 AM

Mayor Burns and Colleen,

Mosier doesn't currently levy a local tax for transient lodging but the City Council should be aware that a new law was passed in the last legislative session that would bring a new revenue stream to Mosier with very little effort if the City were to adopt one. I'm giving you some background information here if you wanted to put it on the Council agenda for one of the upcoming Council meetings.

Cities and counties have always been allowed to impose a local tax on transient lodging, which includes stays at motels, hotels, bed & breakfasts, short-term rentals, and RV camping. In 2003 the State decided that was a great idea and imposed its own lodging tax. It also began regulating what local governments could do with the money they collected. That law didn't clearly account for transient lodging "intermediaries" like Airbnb, VRBO, and HomeAway, and in recent years the need to update the law became apparent with the prevalence of short-term rentals facilitated by online companies.

The new Oregon HB 4120 (2018) requires these online intermediaries to collect and remit transient lodging taxes directly to the local governments where they are due. The onus is on the intermediaries to collect the tax directly from the transient occupant, and remit the tax automatically to the local government. As a self-reporting tax, this means there is little-to-no administrative cost to the City. Hosts of B&B and short-term rentals who use these online platforms won't need to be concerned with collecting or remitting the tax because the responsibility is on the intermediaries. The only thing the City would need to do to take advantage of this new law is to pass a transient lodging tax (TLT).

If the Council were to adopt a TLT it would need to determine the amount to impose. The tax is paid on the full retail price for the room. I looked at what a handful of cities are doing and 6-10% seems to be the standard range, with cities charging no more than about a 1% difference in TLT from similarly situated adjacent jurisdictions. Here are some examples from cities around the state:

- Fairview 6%
- Gresham 6%
- Cascade Locks 7%
- Hood River 8%
- The Dalles 8%
- Hines 8%
- Sisters 8.99%
- Newberg 9%

Redmond 9%
Dundee 10%
McMinnville 10%
Bend 10.4%

If Mosier were to align with this trajectory the Council would probably want to consider a TLT of anywhere between 7-9%.

Of the net revenue the City receives from TLTs, under state law, 70% would need to go to tourism promotion or tourism-related facilities, and the remaining 30% could go toward general city services.

This could be an excellent source of ongoing revenue to the City, and the Council would be forward thinking in considering it now as new developments are completed and potentially rented out for short-term stays. Let me know if you have any questions or would like me to draft up a proposal for the Council to consider.

Thank you,

--

Laura Westmeyer
409 Huskey Road
Mosier, OR 97040
Ph: 541-490-0896
E-mail: laura.westmeyer@gmail.com

Appendix B Model TLT Ordinance

AN ORDINANCE OF THE CITY OF [NAME] IMPLEMENTING A [INSERT PERCENT] TRANSIENT LODGING TAX

WHEREAS, a local transient lodging tax is a tax imposed by a local government on the sale, service or furnishing of transient lodging;

WHEREAS, transient lodging includes hotel, motel and inn dwelling units that are used for temporary overnight human occupancy; spaces used for parking recreational vehicles or erecting tents during periods of human occupancy; or houses, cabins, condominiums, apartment units or other dwelling units, or portions of any of these dwelling units, that are used for temporary human occupancy;

WHEREAS, ORS 320.350 provides that a city council may impose a new local transient lodging tax if at least seventy percent (70%) of the net revenue shall be used to fund tourism promotion or tourism related facilities or certain debt related expenses and no more than thirty percent (30%) of net revenue may be used for city services; and

WHEREAS, the city wishes to require online travel companies and short-term rental hosting platforms that accept, receive or facilitate the payment of rent directly from occupants to be responsible for collecting and remitting the tax to the city; and

WHEREAS, the city council wants to impose a [insert percent] transient lodging tax.

NOW THEREFORE, BASED ON THE FOREGOING, THE CITY OF [NAME] ORDAINS AS FOLLOWS:

Chapter [insert chapter number] is hereby added to the [insert name of city] municipal code as follows:

Section 1: DEFINITIONS

The following definitions apply in this chapter.

A. **Booking Service** means any reservation and/or payment service provided by a person or entity that facilitates a short-term rental transaction between a host and a prospective occupant, and for which the person or entity collects or receives, directly or indirectly through an agent or intermediary, a fee in connection with the reservation and/or payment services provided for the short-term rental transaction. Booking services include directly or indirectly accepting, receiving or facilitating payment, whether or not the person or entity is the ultimate recipient of the payment, including through Application Programming Interfaces (APIs) or other computerized devices where third-party providers receive information about a transaction and collect funds for the transient lodging occupancy from an occupant.

B. **Host** means the owner or person who resides at the short-term rental or has been designated by the owner or resident of the short-term rental and who rents out the short-term rental for transient lodging occupancy either directly or through the use of a hosting platform.

C. **Hosting Platform** means a person or entity that participates in the short-term rental business by collecting or receiving a fee for booking services through which a host may offer a transient lodging facility. Hosting platforms usually, though not necessarily, provide booking services through an online platform that allows a host to advertise the transient lodging through a website provided by the hosting platform and provides a means for the hosting platform to conduct a transaction by which prospective occupants arrange transient lodging and payment, whether occupant pays rent directly to the host or to the hosting platform.

D. **Local Tax Trustee** means the operator or hosting platform or designee thereof that accepts, receives or facilitates the payment directly from the occupant, whether or not the operator or hosting platform is the ultimate recipient of the payment.¹¹

E. **Occupancy** means the right to the use or possession of any space in transient lodging for dwelling, lodging or sleeping purposes for less than 30 days.

F. **Occupant** means any individual who exercises occupancy or is entitled to occupancy in transient lodging for a period of 30 consecutive calendar days or less, counting portions of calendar days as full days.

G. **Operator** means:

- (1) Any person who provides transient lodging for occupancy to the general public for compensation. Furnishing accommodations can be done via employees, contractors, agents or any other person allowed to process reservations and accept payment for the transient lodging on behalf of the transient lodging provider; or
- (2) Any person who facilitates the reservations of an accommodation and collects the payment for the transient lodging reservation from the occupant; or
- (3) Any transient lodging provider, transient lodging intermediary or transient lodging tax collector as defined in ORS 320.300.

H. **Person** means any individual, firm, partnership, joint venture, limited liability company, corporation, limited liability partnership, association, host, social club, fraternal organization,

¹¹ Some online travel companies and hosting platforms have argued they are not transient lodging intermediators under ORS 320.300(12) because they do not “charge for occupancy” and are not required under state law to collect and remit the tax because they do not “receive the rent” under ORS 320.350(7)(b). By creating a “Local Tax Trustee,” the ordinance clarifies that the entity that directly receives the payment from the occupant is responsible for collecting and remitting the tax, even if that entity is a third-party facilitator.

fraternity, sorority, public or private dormitory, joint stock company, estate, trust, business trust, receiver, trustee, syndicate, or any other group or combination acting as a unit.

I. **Rent** means the consideration paid or payable by an occupant for the occupancy of space in transient lodging valued in money, goods, labor, credits, property, or other consideration. If a separate fee is charged for services, goods or commodities and the fee is optional, that fee is not included in rent.¹²

J. **Short-Term Rental** means a house, duplex, multi-plex, apartment, condominium, houseboat, trailer or other residential dwelling unit where a person rents guest bedrooms or the entire residential dwelling unit for transient lodging occupancy. Generally, a short-term rental is zoned residential or has a building occupancy that only allows for residential use.

K. **Tax Administrator** means the [Finance Director or other position] of the City of [insert].

L. **Transient Lodging or Transient Lodging Facilities** means:

- (1) Hotel, motel and inn dwelling units that are used for temporary overnight human occupancy;
- (2) Spaces used for overnight parking of recreational vehicles or placement of tents during periods of human occupancy; or
- (3) Houses, cabins, condominiums, apartment units or other dwelling units, or portions of any of these dwelling units that are used for temporary human occupancy.

M. **“TLT” or tax** means the transient lodging tax.

¹² Cities may opt to further define what charges constitute “rent” either in the ordinance or through the Tax Administrator’s authority to adopt additional regulations to implement the tax. Sample language to include in either the ordinance or the regulation includes:

A guaranteed no-show charge based on the rate charged for the room is considered rent, but a cancellation fee is not rent. Examples of optional services may include, but are not limited to: pay-per-view movies, room service, long-distance telephone calls, use of an honor bar or parking. Optional charges require express permission of the occupant to incur the cost. If a group of rooms is booked or arranged at a negotiated rate, an additional charge is optional if the person acting for the group can avoid the charge for the group. mRent includes all fees and assessments based on the number of occupants, human and pets (including but not limited to cleaning, pet, smoking or recreational fees) for which payment is not optional to the occupant. If the operator offers a lodging package that includes something that is not associated with the actual lodging or is provided by a third party, the rent is the price of the package less the cost of the non-lodging portion of the package. If the operator charges the tax based on the total package price, the rent is the full amount of the package.

Because neither the operator nor the city can keep track of every transaction, whether particular charges are part of rent is based on the operator’s standard practices. When an operator’s practices would result in a specific fee being optional for some and not others, it will be treated as mandatory for all.

Section 2: TAX IMPOSED

A. Effective [DATE], each occupant shall pay a TLT in the amount of [TAX RATE] percent of the rent. The occupant shall pay the TLT with the rent to the local tax trustee. TLT amounts shall be rounded down to the nearest cent. The local tax trustee shall maintain records of all rent charged and TLT payments received. If rent is paid in installments, a proportionate share of the TLT shall be paid by the occupant to the local tax trustee with each installment unless the occupant pays the entire amount with the first payment.

B. Bills, receipts or invoices provided to occupants shall list the city TLT separately and must accurately state the amount of tax. All amounts listed as TLT on invoices, bills or receipts must be reported as TLT and, after collection, must be turned over to the city, less the [PERCENT¹³] percent administrative charge.

Section 3: COLLECTION OF TAX BY LOCAL TAX TRUSTEE

A. Every local tax trustee shall collect the TLT at the time rent is paid, unless an exemption applies. If payment is by credit card, for purposes of this section, payment is made at the time credit card information is provided to local tax trustee, not when the local tax trustee ultimately receives credit for the transaction. While holding the payment in trust for the city, a local tax trustee may commingle the tax proceeds with the local tax trustee's funds, but the local tax trustee is not the owner of tax proceeds, except that, when a return is filed, the local tax trustee becomes the owner of the administrative fee authorized to be retained. Local tax trustees may choose to file returns and remit payment based on amounts accrued but not yet collected. The local tax trustee is liable for any TLT that should have been collected from the occupant, except in cases of nonpayment of rent by the occupant.

B. Upon request of the city, local tax trustees must provide all physical addresses of transient lodging facilities within the city limits and the related contact information, including the name and mailing address, of the general manager, agent, owner, host or other responsible person for the location.

Section 4: SHORT-TERM RENTAL HOSTING PLATFORM FEES

A hosting platform for short-term rentals may collect a fee for booking services in connection with short-term rentals only when those short-term rentals are lawfully registered as operators with the city and possess a certificate of authority at the time the short-term rental is occupied.

Section 5: LIABILITY FOR TAX

Operators who receive any portion of the rent and hosting platform that provide booking service are jointly and severally liable for the tax.

¹³ For new or increased TLTs, the administration fee cannot be less than 5%. *See* ORS 320.345.

Section 6: EXEMPTIONS¹⁴

No TLT shall be imposed upon:

- A. A dwelling unit in a hospital, health care facility, long-term care facility or any other residential facility that is licensed, registered or certified by the Oregon Department of Human Services or the Oregon Health Authority;
- B. A dwelling unit in a facility providing treatment for drug or alcohol abuse or providing mental health treatment;
- C. A dwelling unit that is used by members of the general public for temporary human occupancy for fewer than 30 days per year;
- D. A dwelling unit, the consideration for which is funded through a contract with a government agency and the purpose of which is to provide emergency or temporary shelter;
- E. A dwelling unit at a nonprofit youth or church camp, nonprofit conference center or other nonprofit facility; or
- F. A dwelling unit that is leased or otherwise occupied by the same person for a consecutive period of 30 days or more during the year. The requirements of this subsection are satisfied even if the physical dwelling unit changes during the consecutive period, if:
 - (1) All dwelling units occupied are within the same facility; and
 - (2) The person paying consideration for the transient lodging is the same person throughout the consecutive period.

Section 7: REGISTRATION OF OPERATOR – FORM AND CONTENTS – EXECUTION – CERTIFICATION OF AUTHORITY

A. Every person engaging or about to engage in business as an operator shall provide a completed registration form to the tax administrator within 15 calendar days after commencing business. The registration form shall require the operator to provide the name of the business, any separate business address, and other information as the tax administrator may require to implement this Chapter. Operators who own or operate transient lodging facilities in [CITY] shall provide the address of the lodging facility. The registration form shall be signed by the Operator. The tax administrator shall, within 15 days after registration, issue without charge a

¹⁴ Under state law, exemptions are only applicable to the state tax, but most local jurisdictions choose to apply the exemptions to the local tax as well.

certificate of authority to collect the TLT. The obligation to collect the TLT is imposed once rent for transient lodging is paid, even if the registration form has not been filed or if the certificate has not been issued. If rent transaction is facilitated online, the certificate of authority must be able to be viewed by the occupant by clicking on a link to the certificate of authority at a reasonable place during the payment transaction.

B. Certificates shall be nonassignable and nontransferable, and shall be surrendered to the tax administrator when the business is sold or transferred or when a lodging facility ceases to operate at the location specified in the registration form. Each certificate issued to an operator for a specific lodging facility shall be prominently displayed at the lodging facility and include:

- (1) The name of the operator;
- (2) The address of the transient lodging facility;
- (3) The date the certificate was issued; and
- (4) The certificate number as assigned by the tax administrator.¹⁵

Section 8: REMITTANCES AND RETURNS

A. Local tax trustees shall submit a completed tax return form to the tax administrator on or before the last day of the month following the end of each calendar quarter, reporting the amount of tax due during the quarter and accompanied by remittance of all tax collected, less a [five percent] administration fee.¹⁶

B. The local tax trustee is entitled to the administration fee. If a transient lodging facility has multiple operators, they are not entitled to retain additional fees.

C. Remittances are delinquent if not made by the last day of the month in which they are due.

¹⁵ A certificate of authority should look something like a building permit or any city-issued permit.

¹⁶ Under ORS 320.345, 5% is the minimum reimbursement for new or increased TLTs. Cities can choose to increase this percentage, but not decrease it.

Cities can alter the tax due date. This schedule aligns with the state TLT under ORS 320.315.

In addition, ORS 320.347 makes an exception for camping and recreational vehicle spaces:

“(1) Except as provided in this section, a unit of local government that imposes a tax on the rental of privately owned camping or recreational vehicle spaces shall, regardless of a schedule imposed by the unit of local government for remitting tax receipts, allow a transient lodging tax collector to hold the tax collected until the amount of money held equals or exceeds \$100.

(2) Once the amount held by a transient lodging tax collector equals or exceeds \$100, or by December 31 of each year if the \$100 threshold is not met, the transient lodging tax collector shall remit the tax collected at the next following reporting period established by the unit of local government for payment of the tax.

(3) A unit of local government may not assess any penalty or interest against a transient lodging tax collector that withholds payments pursuant to this section.”

D. Returns shall show the gross rents collected, taxable rents, the total amount of TLT collected and the amount of the administrative fee retained by the local tax trustee. Returns shall also show the exempt and excluded rents and the basis for exemptions and exclusions.

E. Tax returns and remittances may be submitted in person or by mail. If the return and remittance is mailed, the postmark shall be considered the date of delivery.

F. The tax administrator may extend the time for making any return or remittance of the tax by up to 30 days. No further extension shall be granted, except by the city council. Any local tax trustee to whom an extension is granted shall pay interest at the rate of [PERCENT] per month on the amount of the remittance due without proration for a fraction of a month. If a return is not filed, and the remittance and interest due is not paid by the end of the extension granted, then the interest shall become a part of the tax for computation of penalties.

Section 9: PENALTIES AND INTEREST

- A. Interest shall be added to the overall tax amount due at the same rate established under ORS 305.220 for each month, or fraction of a month, from the time the return to the Oregon Department of Revenue was originally required to be filed to the time of payment.
- B. If a local tax trustee fails to file a return with the Oregon Department of Revenue or pay the tax as required, a penalty shall be imposed in the same manner and amount provided under ORS 314.400.
- C. Every penalty imposed, and any interest that accrues, becomes a part of the financial obligation required to be paid and remitted to the Oregon Department of Revenue.
- D. Taxes, interest and penalties transferred to {Name} by the Oregon Department of Revenue will be distributed to the city's {Name of Designated Fund}.
- E. If at any time a local tax trustee fails to remit any amount owed in taxes, interest or penalties, the Oregon Department of Revenue is authorized to enforce collection on behalf of the City of the owed amount, any agreement between the Oregon Department of Revenue and {Name} under ORS 305.620 and any applicable administrative rules adopted by the Oregon Department of Revenue.

Section 10: DEFICIENCY DETERMINATION – FRAUD, EVASION, LOCAL TAX TRUSTEE DELAY

A. Deficiency Determination. The tax administrator may review tax returns and adjust the amount due based on the information in the return, on information obtained during a review or audit of records, or on the basis of other evidence. In the event of a deficiency, the tax administrator shall provide notice of the deficiency to the local tax trustee, who shall remit

deficiencies within 10 business days of the deficiency notice. Notice may be by personal delivery or certified or registered mail.

- (1) In reviewing and adjusting tax returns, the tax administrator shall offset any amount received in excess of the remittances due against any shortages in remittances.
- (2) Except in the case of fraud or intent to evade the TLT, notice of deficiency determinations shall be issued within three years of the period for which the deficiency determination is made.
- (3) The time to remit deficient payment amounts under this section shall be extended if the local tax trustee timely requests a redetermination.

B. Fraud – Refusal to Collect – Evasion. If any local tax trustee fails to collect, report or remit the tax as required, submits a fraudulent return, or otherwise violates or attempts to violate this chapter, the tax administrator shall estimate the tax due, and calculate the amount owing from the local tax trustee for tax remittance, interest and penalties and provide notice to the local tax trustee of the assessment. The determination and notice shall be made and mailed within three years of the discovery by the tax administrator of the violation. The determination is due and payable upon receipt of notice and shall become final 10 business days after the date notice was delivered if no petition for redetermination is filed.

Section 11: REDETERMINATIONS

A. Any person affected by a determination may file a petition for redetermination with the tax administrator within 10 business days of service of notice of the tax deficiency. A determination becomes final if a petition for redetermination is not timely filed.

B. If a petition for redetermination is filed within the allowable period, the tax administrator shall reconsider the determination and grant an oral hearing if requested. The petitioner shall be allowed at least 20 business days to prepare for the hearing.

C. After considering the petition and all available information, the tax administrator shall issue a redetermination decision and mail the decision to the petitioner. During the redetermination process, the tax administrator may agree to a compromise of the amount due if there is a good faith dispute over the amount owing.

D. The decision of the tax administrator on redetermination becomes final and payment is due 10 business days after the decision is mailed unless the petitioner files an appeal to the city council within that time. The appeal shall be filed with the tax administrator. The city council's decision shall be final when reduced to writing and mailed to the petitioner and all amounts due must be paid within 10 business days of mailing of the city council decision.

Section 12: COLLECTIONS

A. The city may bring legal action to collect on any amounts owed to the city under this chapter within three years after remittance is due to the city or within three years after any determination becomes final.

B. The city is entitled to collect reasonable attorneys' fee in any legal action brought to collect on amount owed to the city under this chapter.

Section 13: LIEN

The city may record a lien in the city's lien docket against any real property owned by an operator who receives any portion of the rent from a transient lodging facility located within the city as to any delinquent remittances by the operator.

Section 14: REFUNDS

A. Refunds by the city to the local tax trustee. If the local tax trustee remits more tax, penalty or interest than is due, the local tax trustee may file a claim in writing stating the facts relating to the claim, within three years from the date of remittance. If the claim is approved by the tax administrator, the excess amount shall be either refunded or credited on any amount due from the local tax trustee.

B. Refunds by City to Occupant. A local tax trustee may file a claim for refund by filing a claim in writing within three years of payment providing the facts relating to the claim for refund. If the tax administrator determines that the tax was collected and remitted to the city and the occupant was not required to pay the tax or overpaid, the city shall issue a refund.

C. Refunds by Local Tax Trustee to Occupant. If an occupant has paid tax to a local tax trustee, but then stays a total of 30 or more consecutive days, the local tax trustee shall refund to the occupant any tax collected for any portion of the continuous stay. The local tax trustee shall account for the collection and refund to the tax administrator. If the local tax trustee has remitted the tax prior to the refund or credit to the occupant, the local tax trustee shall be entitled to a corresponding refund or offset if the claim for refund is filed within three years from the date of collection.

D. Burden of Proof. The person claiming the refund shall have the burden of proving the facts that establish the basis for the refund.

Section 15: ADMINISTRATION

A. Use of TLT Funds.¹⁷ Seventy percent of the revenue from the tax rate of [tax rate] shall be used for tourism promotion and tourism related facilities. Thirty percent of the revenue of the [tax rate] shall be used for City services.¹⁸

B. Records Required from Local Tax Trustee. Every local tax trustee shall keep records of each transaction involving rent and/or collection of TLT. All records shall be retained for at least three years and six months.

C. Examination of Records – Investigations. The tax administrator or agent may examine all records of a local tax trustee relating to receipt of rent and TLT and remittance of tax during normal business hours and may obtain copies of the records to audit returns.

D. Authority of Tax Administrator. The tax administrator shall have the power to enforce this chapter, conduct audits, and to adopt rules, regulations and forms consistent with this chapter. Rules and regulations of general application shall be mailed to all registered operators. The tax administrator may also issue written interpretations on request of a local tax trustee. As to the local tax trustee to whom the interpretation is issued, the City will act consistently with the

¹⁷ The example provided here assumes the city did not have a TLT prior to 2003 and therefore the entire tax is subject to the 70/30 distribution required by state law for newly imposed TLTs. ORS 320.350. If a city has a grandfathered TLT with a different distribution ratio and the city would like to increase the tax rate, it may do so but the increase will trigger the 70/30 distribution required by state law. Although not completely free from doubt, most local governments interpret the 70/30 distribution to only apply to the *increased portion* of the TLT, *not the total revenue* generated from the increased tax as a whole.

For example, if the local government had a 5 percent grandfathered tax with 20 percent going to tourism promotion and 80 percent going to the general fund on or before July 1, 2003, it could continue to apply the 20/80 distribution. However, if the local government increased the tax to 8 percent, the 20/80 distribution would apply to the funds raised by the grandfathered 5 percent and the 70/30 distribution would apply to the funds raised by the 3 percent increase. Sample language for this scenario would be:

Twenty percent of the revenue from the first 5 percent shall be used for tourism promotion and 80 percent of the revenue from the first five percent of the tax shall go into the general fund. Seventy percent of the funds generated by the remaining three percent of the tax may be used for any tourism purpose consistent with state law. Thirty percent of the funds generated by the remaining 3 percent shall go into the general fund.

¹⁸ Cities are advised to closely track TLT funds. The best practice is to form a “Tourism Fund” where the tax revenue is used only for tourism promotion and tourism related facilities. In this way, if the city’s compliance with ORS 320.350 is ever challenged, the city can prove the funds were used appropriately. If TLT funds are placed in the general fund, or combined with other tax revenue, this may be more difficult.

Likewise, if a city transfers TLT funds to a third party—such as a chamber of commerce—the city should have an agreement with the third party which gives the city the ability to audit the funds to ensure compliance with the law. Please see Appendix C for recommended language to include.

10. DURATION/TERMINATION.

- A. This Agreement may be terminated by OP or the Taxing Jurisdiction for convenience on ninety (90)²⁶ days written notice to the other Party. Any termination under this Paragraph shall not affect the duty of OP to remit to the Taxing Jurisdiction any TLT collected from Guests up through and including the effective date of termination of this Agreement, even if not remitted by OP to the Taxing Jurisdiction as of the date of termination.
- B. If the OP terminates the Agreement, such termination will only take effect with at least ninety (90) days written notification by certified or registered mail to each Host offering accommodations in the city through OP's Internet Platform that OP will no longer be collecting TLT for Taxable Booking Transactions.

MISCELLANEOUS

- 11. CHOICE OF LAW. This Agreement, its construction and any and all disputes arising out of or relating to it, shall be interpreted in accordance with the substantive laws of the State of Oregon without regard to its conflict of law principles. Venue shall be in [County], Oregon.
- 12. MODIFICATION. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both Parties.
- 13. MERGER AND INTEGRATION. This Agreement contains the entire agreement of the Parties and supersedes all prior negotiations, agreements and understandings with respect to the subject matter of this Agreement.
- 14. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument. The Agreement shall become effective when a counterpart has been signed by each Party and delivered to the other Party, in its original form or by electronic mail, facsimile or other electronic means. The Parties consent to the use of electronic signatures in connection with the execution of this Agreement, and further agree that electronic signatures to this Agreement shall be legally binding with the same force and effect as manually executed signatures.
- 15. RELATIONSHIP OF THE PARTIES. The Parties are independent entities and have no relationship with each other except for the contractual relationship established by this Agreement. The Agreement does not create nor is it intended to create a partnership, franchise, joint venture, agency or employment relationship between the Parties. There are no third-party beneficiaries to this Agreement.
- 16. WAIVER AND CUMULATIVE REMEDIES. No failure or delay by either Party in exercising any right under this Agreement shall constitute a waiver of that right or any

²⁶ Jurisdictions have successfully negotiated longer and shorter termination notice periods.

other right. Other than as expressly stated in this Agreement, the remedies provided by the Agreement are in addition to, and not exclusive of, any other remedies of a Party at law or in equity.

17. FORCE MAJEURE. Neither Party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) for causes beyond that Party's reasonable control and occurring without that Party's fault or negligence, including but not limited to, acts of nature, acts of government, flood, fire, civil unrest, acts of terrors, strikes or other labor acts, or attacks on or through the Internet, any Internet service provider, telecommunications or hosting facility. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.
18. ASSIGNMENT. Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other Party (which consent shall not be unreasonably withheld). Notwithstanding the foregoing, OP may assign this Agreement in its entirety without consent of the Taxing Jurisdiction in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets, but shall provide Taxing Jurisdiction notice if any merger, acquisition, reorganization or sale results in a change of name or address for the notices required under Paragraph 20.
19. SEVERABILITY. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of the Agreement shall remain in effect.
20. NOTICES. All notices under this Agreement shall be in writing and shall be deemed to have been given upon: (a) personal delivery; or (b) the third business day after first-class mailing postage prepaid; or (c) the second business day after sending by overnight mail; or (d) facsimile with telephonic confirmation of receipt. Notices shall be addressed to the attention of the following persons, provided each Party may modify the authorized recipients by providing written notice to the other party. This paragraph does not supersede the provisions outlined in paragraph 10 therein.

To OP:

[address]

To Taxing Jurisdiction

[address]

IN WITNESS WHEREOF, OP and the Taxing Jurisdiction have executed this Agreement effective the date set forth in the introductory clauses.

Appendix G: Model TLT Registration Form

CITY OF [NAME]

Transient Lodging Tax
[Address]
Phone: [Insert #]
Email:[Insert address]
Web: www.[insert address]

Transient Lodging Tax Registration Form

Property Information

Name of Property/Business (including Doing Business As)

Property Address

City/State

Zip

Type of Business (check one): Hotel/Motel B&B House Townhouse/Condo
 RV Park Online Retailer Other

Ownership Information (check one): Individual Partnership Corporation

Name (last/first)

Title

Phone Number

Email Address

Mailing Address

City/State

Zip

Names of Additional Owners, Partners, or Corporate Officers

Name (last/first)

Title

Phone Number

Email Address

Name (last/first)

Title

Phone Number

Email Address

Records/Remittance Information (if different from above)

Individual/company responsible for the completion of the monthly tax form and payment of the taxes

Business Name

Contact Person

Phone Number

Email Address

Mailing Address

City/State

Zip

Signature

Date

Short-Term Rental Operator License # _____ **Land Use Permit #** _____

Business License # _____

Appendix H: Model TLT Remittance Form

CITY OF [NAME]

Phone:
Website:

Email:

OFFICE USE ONLY	
Date received	
Receipt number	

Transient Lodging Tax Remittance Form

**To report multiple locations, please use the Multiple Locations Reporting Form located on our website.

Account Information			
Name of property/business (including Doing Business As)			Reporting month
Property address			Reporting year
Name of transient room tax contact	Phone number	Email address	

FORM DUE MONTHLY BY THE 15TH FOR THE PRECEEDING MONTH, EVEN IF NO GROSS RENT WAS RECEIVED

1. Gross rent	1.	\$
2. Allowable exemptions:		
2a. Monthly rent (greater than 30 consecutive days)..	2a.	\$
2b. Rent from authorized Federal employees.....		\$
2c. Rent from transient lodging intermediaries	2c.	\$
2d. Other exemptions (please explain).....	2d.	\$
3. Total allowable exemptions (sum of lines 2a through2d)		
4. Taxable rent (line 1 minus line 3).....	4.	\$
5. Tax rate	5.	[insert %]
6. Tax due (line 4 multiplied by line 5).....	6.	\$
7. Excess tax collected	7.	\$
8. Total tax collected (line 6 plus line 7).....	8.	\$
9. Rebate rate for administrative costs	9.	[insert %]
10. Rebate amount (line 8 multiplied by line 9).....	10.	\$
11. Net tax due (line 8 minus line 10).....	11.	\$
12. Penalties	12.	\$
13. Interest.....	13.	\$
14. Previous balance	14.	\$
15. TOTAL DUE (sum of lines 11 through 14).....	15.	\$

I declare, under penalty of false swearing, that to the best of my knowledge, the information herein is true, correct, and complete.

Signature	Title	Date
-----------	-------	------

Print completed form and mail with payment to:

MAKE CHECK OR MONEY ORDER PAYABLE TO CITY OF [NAME]. To pay by Visa or MasterCard, email your form to [insert email] and call in your payment to [insert phone number].



**AMENDMENT NO. 10
TO THE
AGREEMENT FOR OPERATIONS,
MAINTENANCE, AND MANAGEMENT SERVICES
FOR THE
CITY OF MOSIER, OREGON**

This Amendment No. 10 to the Agreement for Operations, Maintenance, and Management Services dated July 1, 2008 (the "Agreement") for the City of Mosier, Oregon is made effective this ___ day of _____, 2018, by and between the City of Mosier, Oregon (hereinafter "Owner") and Operations Management International, Inc. (hereinafter "CH2M HILL OMI").

NOW THEREFORE, Owner and CH2M HILL OMI agree to amend the Agreement as follows:

1. Article 4.1 is deleted in its entirety and replaced with the following:

The initial term of this Agreement shall be for ten (10) years commencing on July 1, 2008. The renewal period of ten (10) years shall commence on July 1, 2018 and shall conclude on June 30, 2028. Thereafter, this Agreement shall be automatically renewed for successive terms of ten (10) years each unless cancelled by either party not less than one hundred twenty (120) days prior to expiration.

2. Article 4.7 is added to this Agreement:

With CH2M HILL OMI's staff resources interconnected between this Agreement and The Dalles Agreement for Operations, Maintenance and Management services, should the CH2M HILL OMI's Agreement with The Dalles terminate for any reason, this Agreement may be terminated at the same time. If the Parties wish to continue services under this Agreement upon termination of The Dalles agreement, the Parties agree to renegotiate the Annual Fee.

3. Appendix B.5.4 is hereby deleted in its entirety and replaced with the following:

B.5.4 The Annual Fee for services under this Agreement is based on the following project average influent characteristics for 2017 provided by CH2M HILL OMI:

<u>Parameter</u>	<u>Plant</u>
Flow, million gallons per day	0.0235
BOD5, pounds per day	80.9
TSS, pounds per day	56.8

4. Appendix D.1.1 is hereby deleted in its entirety and replaced with the following:

D.1.1 Owner shall pay to CH2M HILL OMI as compensation for services performed under this Agreement an Annual Fee of Fifty Four Thousand Three Hundred Thirty Two Dollars (\$54,332) for the contract year July 1, 2018 through June 30, 2019.

This Amendment together with the previous Amendments and the Agreement constitutes the entire agreement between the Parties and supersedes all prior oral and written understandings with respect to the subject matter set forth herein. Unless specifically stated all other terms and conditions of the Agreement shall remain in full force and effect. Neither this Amendment nor the Agreement may be modified except in writing signed by an authorized representative of the Parties.

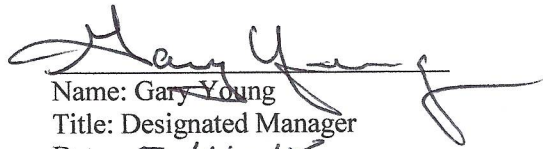
The Parties, intending to be legally bound, indicate their approval of this Amendment by their signatures below.

**OPERATIONS MANAGEMENT
INTERNATIONAL, INC.**

CITY OF MOSIER, OREGON

Authorized Signature:

Authorized Signature:


Name: Gary Young
Title: Designated Manager
Date: 5-14-18

Name: Arlene Burns
Title: Mayor
Date: _____