

CITY OF MOSIER

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MOSIER CITY COUNCIL MEETING

September 5, 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: 08/01/18 - City Council Meeting Minutes	
V		BUSINESS	
1.	6:45 pm	TLT Work Session – Laura Westmeyer	45 min
2.	7:30 pm	Global Climate C40 Summit – Mayor Burns	20 min
3.	7:50 pm	3 rd Avenue Sidewalk – Small Cities Allotment – Colleen Coleman	10 min
4.	8:00 pm	Safe Routes to Schools Application - Hwy 30 Streetscapes– Colleen Coleman	10 min
5.	8:10 pm	Announcements	5 min
VI	8:15 pm	Adjourn	

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MINUTES

MOSIER CITY COUNCIL MEETING

August 1, 2018

Mosier Senior Center at 500 Second Ave.

I	CALL TO ORDER: Mayor Burns 6:30 p.m.
II	Council: All in attendance, apart from Councilor Anderson (excused) Staff: City Manager; Colleen Coleman, City Recorder; Jayme Bennett, City Engineer; John Grim; City Attorney: Laura Westmeyer
III	Business from the Audience: n/a
IV	Additions or corrections to minutes: Councilor Wallace has mentioned the spelling of her name needing correction. Councilor Wallace made a motion to approve the minutes from July 11, 2018 meeting (noting a misspelling in her first name), Councilor Van Osdol seconds, all approved.
V	BUSINESS
	From the Mayor: Mayor Burns checked in with Councilor Van Osdol to ensure the residents of the Mosier Senior Center has access to air conditioners during the heat wave and offered to assist with errands and trips out as needed. Councilor Van Osdol reported that she will communicate needs as they arise. Following up on monitoring of the vandalism and theft at the Rock Creek Park, Councilor Van Osdol will research options for video surveillance to assist with security issues.
1.	
	Presentation on USDA (John Grim, City Engineer): John Grim gave a presentation to the Council as a second opportunity for public engagement and education on the USDA – This is a 10 day notice requirement for funding. Recap: 25,000 sq ft lot, with a 200 sq ft building for the new well, this will be the East side booster replacement. The Lot is a City owned lot, which will keep the project moving along. There are issues with Federally funded projects when it is not City owned property. Telemetry East side failure: currently it is running for an hour a day, on a timer, and meeting demand. The new system will include security cameras, on cloud storage and facilitate 24 hour monitoring and reporting from mobile devices. 2. These improvements are not for capacity or growth, they are for resiliency. Well number 2 is not a sufficient back up well. If well number 4 fails, we would effectively run out of water. Construction of the project would follow the design. City Engineer (John Grim) will be overseeing the design, construction and implementation. He will not be designing it. Construction will be in the 2019-2020 fiscal year. Please refer to line 16: 1.5m total with the City using 100k resulting in 1.4m loan with an undetermined grant match ratio at this time. This project will require a rate increase by 2024 to around \$54.00. *This rate estimation is based on the grant participation which is unknown.

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	<p>This project is estimated very conservatively. The bid for the drilling of the well is structured with a notice to proceed, with a 4-month optional delay. This is the only way to compete in the current market.</p> <p>Councilor Wallace inquired about the esthetics of the well house, to which Grim explained the durability, constructability, and reliability of masonry are best for long term operations and maintenance.</p>
3.	<p>Community Center Update:</p> <p>The committee is looking for the authority to make decisions, spending authority for site feasibility, and contracting authority for legal fees. Westmeyer also gave a brief overview of steps and process of how they drafted the Intergovernmental Agreement (IGA) to grant authority to the committee. Westmeyer recommends approving and adopting this IGA, previously it allowed recommendation, now it is requesting formal authority as outlined above.</p> <p>Councilor Van Osdol makes a motion to approve, Councilor Wallace seconds, all in favor.</p> <p>Councilor Berry makes a motion to approve spending authority of \$5,000 for feasibility study, Councilor Gries seconds, all in favor. This second motion is put in place in the event the IGA requires further adjustments from the Fire Dept.</p>
4.	<p>Franchise Agreement with Mosier Wifi:</p> <p>City Attorney Laura Westmeyer reviewed the franchise agreement.</p> <p>Discussion was had around ensuring non-bias participation from the Council on fair rates, given Mr. Reeves is a small local firm, the barrier to the market is difficult.</p> <p>Councilor Reed makes a motion to propose a 5% fee with a 5-year contract which can be negotiated (in case of significant laws, changes or events). Councilor Wallace seconds, all in favor.</p>
5.	<p>City Manager:</p> <p>City Manager, Colleen Coleman updated Council on the restoration of the Rock Creek site, Community Center, and upcoming meetings.</p> <p>Coleman also recommended keeping the existing secured 50k infrastructure grant, rather than forfeiting it to potentially secure 100k. Coleman also gave updates on the Safe Routes, and notice period for street sign installation.</p> <p>ADJOURN: 8:16</p>

MEMORANDUM

To: City of Mosier Mayor and City Councilors

Cc: Colleen Coleman, City Manager; Jayme Bennett, City Recorder; and Nick Kraemer, City Planner

From: Laura Westmeyer, City Attorney

Date: July 4, 2018

Re: *Transient Lodging Tax*

I. BACKGROUND

The adopted City of Mosier 2018 Strategic Plan and Budget for Fiscal Year 18/19 includes exploring a local transient lodging tax as one project under Goal 4: Ensure Housing Security for Mosier Residents. The Mosier City Council asked me to prepare a draft transient lodging tax ordinance for a future work session and to respond to several questions about the tax. The draft ordinance is provided along with this memorandum that additionally provides a general background of transient lodging taxes in Oregon, brief comments on the draft ordinance, and responds to the questions thus far presented by city councilors, staff, and contractors, in a question & answer format.

II. GENERAL BACKGROUND OF TRANSIENT LODGING TAX

A transient lodging tax (TLT) is a tax imposed on visitors during temporary stays in transient lodging. “Temporary” is usually defined as a stay of 29-30 days or less. “Transient lodging” includes hotels, motels, inns, resorts, bed & breakfasts, resorts, guest ranches, cabins, houses, yurts, tent sites, condos, apartments, RV spaces, short-term rentals, and any other dwelling units or portions of dwelling units that are used for temporary human occupancy.

The purpose of a local transient lodging tax is considered to be compensation for the increased public service costs incurred by serving local tourists, and a way of funding local tourism facilities and promotion. Cities and counties in Oregon have the authority to impose taxes and have imposed a local tax on transient lodging since at least the 1970s.

More recently, in 2003 the State of Oregon began to regulate what local governments can do with the transient lodging tax that they locally collect. Any city in Oregon that enacts a transient lodging tax after 2003 will need to follow state law on what the funding may be allocated toward. The City of Mosier falls under this category. State law allows at least 70% of the net revenue from the tax to be directed toward local tourism facilities and local tourism promotion, and at most 30% of the net revenue from the tax to be directed toward general city services.

Since 2003, the influx of online platforms available to facilitate the sale, service, or furnishing of transient lodging—such as Airbnb, VRBO, and HomeAway—resulted in Oregon House Bill 4120 (2018), which requires these online platforms to collect and remit the local transient lodging taxes directly to the local governments where they are due. Previously, local governments had to enter into individual

agreements with online platforms to have authority to collect the tax, and the recent state law makes it easier for local governments to implement a local lodging tax. The responsibility is on the transient lodging provider and any online platform intermediary to collect the tax from temporary visitors and remit the tax to the City.

III. COMMENTS ON DRAFT TLT ORDINANCE

The draft TLT ordinance contains several policy and administrative options. The policy options—beyond whether to adopt a transient lodging tax—include determining the exemptions to apply, the amount of tax to impose, and what allowable percent of net revenue from the transient lodging tax should go toward city services and tourism promotion and facilities.

This draft contains the state exemptions applicable to transient lodging in the City. With the net revenue generated from transient lodging taxes, under state law the Council may direct 70 – 100% to tourism promotion and tourism facilities, and may allocate 0 – 30% to city services. This draft maintains the state minimum/maximum 70/30 split because it provides the City with the most flexibility by keeping the maximum allowable amount to be directed to the City’s general fund.

For the Council’s consideration of the amount of TLT to impose, 6-10% appears to be the standard range in Oregon, 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%.

IV. QUESTIONS & ANSWERS

Question #1: Does collecting TLT taxes infer that they are a legal use? How will the TLT ordinance affect any future short-term rental regulations that may be later adopted into the Zoning Ordinance?

By adopting a TLT ordinance the City would not be making any statement on whether the use is allowed under the Zoning Ordinance. The TLT is a self-reporting tax, not a permit. The City would not be granting legal use under the Zoning Code by accepting self-reported payments. In this way, the transient lodging tax would be

similarly situated to the City's existing marijuana tax, where the local Zoning Code does not regulate the use of property within the City for marijuana retail but the Council has adopted a marijuana tax. By placing a tax on the retail of marijuana the City did not limit its ability to regulate the use of property for marijuana retail under the Zoning Code in the future, just as the adoption of a transient lodging tax does not limit the City's ability to regulate the use of property for short-term rentals in the future.

In the event the City later chooses to regulate short-term rentals, it is likely that the Council would want to allow for some sort of continued use for property owners of existing short-term rentals. The currently defensible grandfather period for conformance of an existing short-term rental is five years. This five-year amortization period was upheld by the Oregon Supreme Court in a 1993 takings case that challenged a short-term rental regulation in the City of Cannon Beach, where the Court ruled in favor of the City. Short-term rental ordinances adopted since that time have included an amortization period of at least five years because of that Cannon Beach ruling. Regardless of legal defensibility, property owners would certainly argue that they have had investment-backed expectations of being able to short-term rent their units for income prior to regulations that limit this use of their property. That is going to be true whether or not a TLT ordinance is now adopted. In sum, adopting a transient lodging tax now will not negatively affect the City's ability to impose short-term rental regulations in the future.

Question #2: Is the City going to require an inspection of the units (like Hood River) to determine if they are safe, legal, etc.? What about vacation rentals that aren't using the online systems for reservation? Overall question - who enforces the TLT tax getting paid?

I would not advise that the City require inspections for TLT registration. If a hotel, hostel, or B&B comes in they are already regulated under state law. Short-term rentals are the only unregulated area. The TLT encompasses all of these facilities and more. Hood River requires inspections for short-term rentals, not for TLT registration. In this aspect you can think of the TLT as being akin to any other tax, like a business tax, property tax, or income tax. In none of those situations the government would be physically inspecting the business, property, or source of income before accepting the tax remittance.

As for enforcement, under the new state law online platforms are obligated to make the payments automatically to the local governments where they are due. It is yet to be seen how those companies will be ensuring payments since the law went into effect on July 1st and I will keep an eye on the issue. For transient lodging providers who do not use online platforms, this would be a self-reporting tax. The simplest, least costly mechanism for enforcement would be for the City to require transient lodging providers to register, and to send registrants a periodic letter reminding them to remit their TLT due. Under this TLT draft ordinance the City has the ability to conduct audits and adjust returns, as well as bring an enforcement action for false swearing in the event of fraud.

Question #3: Where does the 70% of money go for tourism promotion? Many cities put a large chunk toward a chamber of commerce - which Mosier doesn't have. Could all of this money stay with the City? Could some of the money go to Mosier HUB or Totem Park?

All TLT would go straight to the City. From there, it is up to the Council what to do with the money. The City Council could funnel 0 to 30% of TLT proceeds for general city services such as parks or streets. The other 70 to 100% must go to tourism promotion or tourism-related facilities. The 70% mandated for tourism could be administered by the City itself or else the City could contract with an outside entity to spend the money. Upon adoption of a transient lodging tax ordinance the City will need to establish a “Tourism Fund” and can later decide what specifically to do with the fund. It is likely that the money could be spent on HUB and Totem Park since those could be considered predominantly tourism-related facilities. Below are the applicable legal definitions for where the 70% may be spent.

“Tourism promotion” means any of the following activities:

- a) advertising, publicizing, or distributing information for the purpose of attracting and welcoming tourists;
- b) Conducting strategic planning and research necessary to stimulate future tourism development;
- c) Operating tourism promotion agencies; and
- d) Marketing special events and festivals designed to attract tourists

“Tourism-related facility” means

- a) a conference center, convention center or visitor information center; and
- b) other improved real property that has useful life of 10 or more years and has a substantial purpose of supporting tourism or accommodating tourist activities.

“Visitor information center” means a building, or portion of a building, the main purpose of which is to distribute or disseminate information to tourists.

Ultimately, the use of tourism funds for any proposed purpose will require a case-by-case inquiry, and I would be happy to provide legal guidance applying the definitions to a proposed tourism purpose, as well as answer any remaining questions about transient lodging tax.

ORDINANCE NO. ____

**An Ordinance amending Title 5 of the Mosier Municipal Code,
by adding a new Chapter 10 implementing a ____% Transient Lodging Tax.**

WHEREAS, the City of Mosier is an Oregon home-rule charter municipal corporation with a city charter that grants it all the powers and authority that the constitution, statutes, and common law of the United States and this State expressly or impliedly grant or allow as though each such power was specifically enumerated; and

WHEREAS, a local transient lodging tax is a tax imposed by a local government on the sale, service, or furnishing of transient lodging, which includes dwelling units of hotels, motels, and inns, spaces used for parking recreational vehicles, tents, houses, cabins, condominiums, apartment units, and all other dwelling units, or portions of dwelling units that are used for temporary human occupancy; and

WHEREAS, ORS 320.350 provides that a city council may impose a new transient lodging tax if at least 70% of the net revenue from the tax is used to fund tourism promotion, tourism-related facilities, or certain debt-related expenses, and no more than 30% of net revenue is used to fund City services; and

WHEREAS, the Mosier City Council desires to impose an ____% transient lodging tax, and to require transient lodging tax collectors—transient lodging providers and transient lodging intermediaries, including online travel companies and short-term rental hosting platforms that accept, receive, or facilitate the payment of rent directly from transient occupants—to be responsible for collecting and remitting the tax to the City;

NOW, THEREFORE, the City of Mosier ordains as follows: Chapter 10 is hereby added to Title 5 of the Mosier Municipal Code as set forth in Exhibit A, attached hereto and incorporated herein by this reference.

READ FOR THE FIRST TIME this ____ day of _____ 2018.

READ FOR THE SECOND TIME and adopted this ____ day of _____ 2018. This Ordinance shall take effect on the 31st day following the second reading.

Arlene Burns, Mayor

ATTEST:

APPROVED AS TO FORM:

Jayme Bennett, City Recorder

Laura Westmeyer, City Attorney

EXHIBIT A

MMC Chapter 5.10 Transient Lodging Tax (TLT)

Sections

- 5.10.010 – Title
- 5.10.020 – Definitions
- 5.10.030 – Tax Imposed
- 5.10.040 – Collection of Tax by Transient Lodging Tax Collector
- 5.10.050 – Short-term Rental Hosting Platform Fees
- 5.10.060 – Liability for Tax
- 5.10.070 – Exemptions
- 5.10.080 – Registration of Transient Lodging Provider, Form and Contents, Execution, Certificate of Authority
- 5.10.090 – Tax Remittance and Filing of Returns
- 5.10.100 – Penalties and Interest
- 5.10.110 – Deficiency Determination, Fraud, Evasion, and Tax Collector Delay
- 5.10.120 – Redeterminations
- 5.10.130 – Collections
- 5.10.140 – Lien
- 5.10.150 – Refunds
- 5.10.160 – Administration
- 5.10.170 – Appeals to City Council
- 5.10.180 – Severability
- 5.10.190 – Penalty

5.10.010 TITLE.

The Mosier Municipal Code Chapter 5.10 and the sections and subsections that are hereafter set forth shall be referred to as the "Transient Lodging Tax Ordinance."

5.10.020 – 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 a short-term rental transaction 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 the occupant pays rent directly to the host or to the hosting platform.

D. “Occupant” means any individual who exercises occupancy or is entitled to occupancy in transient lodging facility for a period of 30 or fewer consecutive calendar days, counting portions of calendar days as full days.

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

F. “Rent” means the consideration paid or payable by an occupant for the occupancy of a transient lodging facility 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 and separate from the occupancy fee, that fee is not included in or considered rent.

G. “Short-Term Rental” means a house, duplex, multi-plex, apartment, condominium, houseboat, trailer, or other residential dwelling unit where guest bedrooms or the entire residential dwelling unit may be rented for transient lodging occupancy.

H. “Short-Term Rental Hosting Platform” means a business or other person that facilitates the retail sale, service, or furnishing of transient lodging by connecting occupants with transient lodging providers, either online or in any other manner. Short-term rental hosting platforms are transient lodging intermediaries.

I. “Tax Administrator” means the Mosier City Recorder, or any agent of the City authorized by the City Council to act as the City’s tax administrator, including the Oregon Department of Revenue when acting pursuant to an agreement with the City

under ORS 305.620 and any applicable administrative rules adopted by the Oregon Department of Revenue.

J. “Transient Occupancy” or “Transient Use” means the right to the use or possession of any space in a transient lodging facility for dwelling, lodging, or sleeping purposes for 30 or fewer consecutive calendar days, for which compensation (rent) is paid by the occupant.

K. “Transient Lodging” or “Transient Lodging Facility” means:

- (1) Hotel, motel, inn, bed & breakfast, hosted homeshare, vacation home rental, and any dwelling unit(s) used for transient occupancy;
- (2) Spaces used for overnight parking of recreational vehicles or placement of tents during periods of transient occupancy; and
- (3) Houses, cabins, condominiums, apartment units or other dwelling units, or portions of any of these dwelling units that are used for transient occupancy.

L. “Transient Lodging Intermediary” means a person other than a transient lodging provider that facilitates the retail sale of transient lodging and:

- (1) Charges for occupancy of the transient lodging;
- (2) Collects the consideration charged for occupancy of the transient lodging; or
- (3) Receives a fee or commission and requires the transient lodging provider to use a specified third-party entity to collect the consideration charged for occupancy of the transient lodging.

M. “Transient Lodging Provider” means a person that furnishes transient lodging.

N. “Transient Lodging Tax Collector” or “Tax Collector” means a transient lodging provider or transient lodging intermediary.

O. “TLT” or “Tax” means the transient lodging tax imposed by the City of Mosier.

5.10.030 - TAX IMPOSED.

A. Each occupant shall pay a transient lodging tax in the amount of ___% of the rent. The occupant shall pay the TLT at the same time the occupant pays rent to the transient lodging tax collector. TLT amounts shall be rounded down to the nearest cent. The tax collector 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 tax collector 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 5% of the net TLT due that may be withheld by the tax collector under ORS 320.345 as an administrative charge.

5.10.040 - COLLECTION OF TAX BY TRANSIENT LODGING TAX COLLECTOR.

A. Every tax collector shall collect the TLT at the time rent is paid. For purposes of this section, if payment is by credit card, payment is made at the time the credit card information is provided to the tax collector, not when the tax collector ultimately receives credit for the transaction. While holding the payment in trust for the City, a tax collector may commingle the tax proceeds with the tax collector's funds, but the tax collector is not the owner of the tax proceeds, except that when a return is filed, the tax collector becomes the owner of the administrative fee that is authorized to be retained. Tax collectors shall record the tax when rent is collected if the tax collector keeps records on a cash accounting basis, and shall record the tax when earned if the tax collector keeps records on an accrual accounting basis. The tax collector 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, tax collectors must provide the physical address of all transient lodging facilities within the city limits and related contact information, including the name and mailing address of the general manager, agent, owner, host or other responsible person for the location.

C. The tax collector shall remit TLT collected pursuant to this Chapter and shall submit reports to the City's tax administrator on a quarterly basis in accordance with Section 5.10.090.

5.10.050 - 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 transient lodging facilities with the City and possess a certificate of authority at the time the short-term rental is advertised, booked, and occupied.

5.10.060 - LIABILITY FOR TAX.

Transient lodging providers and owners who receive any portion of the rent for transient lodging, and transient lodging intermediaries that provide booking services, are all jointly and severally liable for the tax.

5.10.070 – EXEMPTIONS.

No TLT shall be imposed upon the following:

- A. Transient use of 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. Transient use of a dwelling unit in a facility providing treatment for drug or alcohol abuse or providing mental health treatment;
- C. Transient use of 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;
- D. Transient use of a dwelling unit at a nonprofit youth or church camp, nonprofit conference center, or other nonprofit facility; or
- E. Use of a dwelling or other transient lodging facility that is leased or otherwise occupied by the same individual for 31 or more consecutive calendar days—i.e., for non-transient use. The requirements of this subsection are satisfied even if the individual changes the physical dwelling unit during the 31-day 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.

5.10.080 - REGISTRATION OF TRANSIENT LODGING PROVIDER, FORM AND CONTENTS, EXECUTION, CERTIFICATION OF AUTHORITY.

A. Every person engaging or about to engage in business as a transient lodging provider shall provide a completed registration form to the tax administrator within 15 calendar days after commencing business. The registration form must contain the name of the transient lodging facility owner, the name of the business, any separate business address, and other information as the tax administrator may require to implement this Chapter. Transient lodging providers who own or operate transient lodging facilities in Mosier shall provide the address of each transient lodging facility. The registration form must be signed by the transient lodging provider. The tax administrator shall, upon processing the registration form, issue without charge a 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 of authority has not been issued.

B. Certificates of authority 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 a transient lodging provider for a specific lodging facility shall be prominently displayed at the lodging facility and include:

- (1) The name of the transient lodging provider;
- (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.

C. The City's acceptance of a transient lodging registration form, issuance of a certificate of authority to collect TLT, and receipt of transient lodging tax remittances and returns shall not be interpreted as a permit for any use or purpose and do not indicate conformance with the City's Zoning Ordinance and land use regulations. Hosts and transient lodging providers are responsible for complying with the City's Zoning Ordinance and all other city laws and regulations applicable to the use of property for transient lodging.

5.10.090 – TAX REMITTANCE AND FILING OF RETURNS.

A. Tax collectors 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 preceding month, and accompanied by remittance of all tax collected, less a 5% administration fee. Returns shall be made under penalties for false swearing.

B. The tax collector is entitled to withhold the 5% administration fee. If a transient lodging facility has multiple owners or multiple transient lodging providers, 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.

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 tax collector. Returns shall also show the exempt and excluded rents and the basis for exemptions and exclusions.

E. Tax returns and remittances shall be submitted on forms and by methods specified by the City's tax administrator, which may be in person, or by mail, or electronically via a City of Mosier-authorized payment platform. 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 for good cause shown by the tax collector. No further days or additional extensions shall be granted to a tax collector, except by the City Council. Any tax collector to whom an extension is granted shall pay interest at the rate of 10% per month on the net TLT 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.

5.10.100 - 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 City was originally required to be filed to the time of payment.
- B. If a tax collector fails to file a return with the tax administrator or pay the tax as required, a penalty shall be imposed in the same manner and amount as 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 tax administrator.
- D. Taxes, interest, and penalties transferred to the tax administrator will be distributed to the City's Tourism Fund.
- E. If at any time a tax collector fails to remit any amount owed in taxes, interest, or penalties, the tax administrator is authorized to enforce collection on behalf of the City of the owed amount.

5.10.110 - DEFICIENCY DETERMINATION, FRAUD, EVASION, AND TAX COLLECTOR 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 credible evidence. In the event of a deficiency, the tax administrator shall provide notice of the deficiency to the tax collector, who shall remit the deficient amount 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 tax collector timely requests a redetermination.

B. Fraud; Refusal to Collect; Evasion. If any tax collector 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 owed from the tax collector for tax remittance, interest, and penalties, and

provide notice to the tax collector of the assessment. The determination and notice of deficiency shall be made and mailed within three years of the discovery by the tax administrator of the violation. The deficiency is due and payable upon receipt of notice and shall become final 10 business days after the date notice was delivered unless the tax trustee files a petition for redetermination. Notice may be by personal delivery or certified or registered mail.

5.10.120 – 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 owed.

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 shall be paid within 10 business days of mailing of the City Council decision. The City Council's decision is final.

5.10.130 – COLLECTIONS.

A. The City may bring legal action to collect on any amounts owed to the City under this Chapter within three years after a remittance is due to the City or within three years after any determination of deficiency becomes final.

B. The City shall be entitled to collect reasonable attorneys' fees in any legal action brought to collect any amount owed to the City under this Chapter.

5.10.140 – LIEN.

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

provider. The City's lien shall have priority ahead of all other liens except as prohibited by any applicable law. The City's lien may be foreclosed as a municipal assessment lien pursuant to ORS 223.505 to 223.595 or through any other legal process.

5.10.150 – REFUNDS.

A. Refunds by the City to the Transient Lodging Tax Collector. If the tax collector remits more tax, penalty, or interest than is due, the tax collector 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 either be refunded or credited on any amount due from the tax collector.

B. Refunds by City to Occupant. A tax collector 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 Transient Lodging Tax Collector to Occupant. If an occupant has paid tax to a tax collector, but then stays a total of 31 or more consecutive days, the tax collector shall refund to the occupant any tax collected for any portion of the continuous stay. The tax collector shall account for the collection and refund to the tax administrator. If the tax collector has remitted the tax prior to the refund or credit to the occupant, the tax collector 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.

5.10.160 – ADMINISTRATION.

A. Use of TLT Funds. Seventy percent of the net revenue that the City receives from TLT shall be used for tourism promotion and tourism-related facilities. Thirty percent of the net revenue the City receives from TLT shall be used for city services.

B. Tourism Fund. A special fund called the "Tourism Fund" shall be established for the purpose of promoting tourism or funding tourism-related facilities within the City of Mosier. The tax administrator shall deposit 70% of all money collected under the provisions of this Chapter to the credit of the Tourism Fund. All moneys paid to this account shall be used for the promotion of tourism or for funding tourism-related facilities.

C. Records Required from Tax Collector. Every tax collector 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 from the date of the record.

D. Examination of Records; Investigations. The City's tax administrator, or the City's agent for purposes of administering this program, may examine, during normal business hours, all records of a tax collector relating to the receipt of rent and TLT and remittance, and may obtain copies of the records to audit returns.

E. 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 transient lodging providers. The tax administrator or City Attorney may also issue written interpretations on request of a tax collector. As to the tax collector to whom the interpretation is issued, the City will act consistently with the interpretation until it is withdrawn, and the City shall provide 30 days' written notice of withdrawal of an interpretation.

F. Confidential Character of Information Obtained; Disclosure Unlawful. The City shall maintain the confidentiality of information provided by tax collectors. Nothing in this subsection shall be construed to prevent:

- (1) The disclosure to, or the examination of, records and equipment by another City official, employee, contractor, or agent for collection of taxes for the purpose of administering or enforcing any provisions of this Chapter.
- (2) Disclosure of information to the tax collector and the tax collector's agents.
- (3) The disclosure of the names and addresses of any persons to whom certificates of authority have been issued.
- (4) The disclosure of general statistics regarding taxes collected or business done in the City.
- (5) Disclosures required by ORS Chapter 192.
- (6) Disclosures required by ORS Chapter 297.

5.10.170 - APPEALS TO CITY COUNCIL.

Any person aggrieved by any decision of the tax administrator may appeal to the City Council by filing a written appeal with the tax administrator within 10 business days of the serving or mailing of the decision being appealed. The City Manager shall schedule the hearing on a City Council agenda and provide the appellant notice of the hearing at least 10 business days before the hearing. The City Council may agree to a compromise

of the amount of tax remittance if there is a good faith dispute over the amount owing. Any person may appeal the issuance of a rule or regulation issued by the tax administrator to the City Council by filing a written appeal within 10 business days of the mailing of the notice of the regulation.

5.10.180 – SEVERABILITY.

If any section, subsection, paragraph, sentence, clause, or phrase of this Chapter, or any part thereof, is invalidated by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Chapter or any part thereof. The Council declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or paragraphs be declared unconstitutional or otherwise invalid.

5.10.190 – PENALTY.

A violation of this Chapter is a civil infraction that may be enforced through MMC Chapter 2.10. Each day that a violation remains uncured is a separate citable infraction.



OFFICE OF THE GOVERNOR

July 30, 2018

The Honorable Arlene Burns
Mayor, City of Mosier

Dear Mayor Burns,

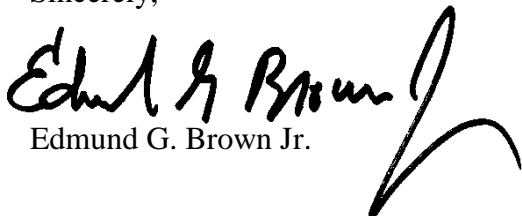
As you know, 2018 marks a critical milestone to secure increased ambition under the Paris Agreement. The momentum generated this year must lead to enhanced national contributions and a peaking of global emissions by 2020, in order to prevent the worst effects of a warming planet.

In this spirit, my fellow co-chairs UN Special Envoy for Climate Action Michael Bloomberg, Special Representative for Climate Change Affairs of China Xie Zhenhua, Mahindra Group Chairman Anand Mahindra and Executive Secretary of UN Climate Change Patricia Espinosa and I invite you to the Global Climate Action Summit, September 12-14 in San Francisco, California. The Summit will bring together leaders from cities, states and provinces, tribes and first nations, businesses, investors and civil society. All attendees will be expected to come prepared to report their climate actions to date, and to make new commitments of even greater action. I intend to use the living example of California's diverse climate actions to challenge the invitees to redouble their own efforts.

To decarbonize the world requires sustained and heroic efforts on the part of leaders everywhere. I look forward to working with you to do everything we can to achieve our goals.

I hope to see you in San Francisco in September.

Sincerely,



Edmund G. Brown Jr.

From: Arlene Burns
To: colleen.coleman@cityofmosier.com
Subject: Fwd: Global Climate Summit
Date: Friday, July 27, 2018 2:33:03 PM

Sent by electromagnetic frequencies somehow

Begin forwarded message:

From: Laura Jay <ljay@c40.org>
Date: July 26, 2018 at 3:28:59 PM PDT
To: Arlene Burns <arleneburns@gmail.com>
Subject: Re: Global Climate Summit

Dear Mayor Burns,

Apologies for my delay in getting back to you and it's great to hear your interest in attending the Global Climate Action Summit. It's great to hear about the work being done in Moiser, I agree it's a very inspiring story. Registration is needed for the summit and Governor Brown's office is handling all registration. They have asked C40 to collect any Mayor's who are interested in attending and pass along the request to them, which I have done for you. They are slowly sending out invitations should you should hopefully receive one soon.

As part of the summit, ambitious goals have been identified with target dates around the sectors which were part of the Chicago Charter. [You can read more about them here](#) and the summit is looking to showcase all cities who have committed to these targets. If you're interested in signing on to any of these commitments to advance the goals set out in the Chicago Charter please let me know and I can provide you with some more information.

All the best,
Laura

Laura Jay
Deputy Regional Director for North America &
Head of the New York Office
M +1 646-589-4680
E ljay@c40.org



C40 CITIES
CLIMATE LEADERSHIP GROUP
www.C40.org
@C40cities

On 21 July 2018 at 11:51, Arlene Burns <arleneburns@gmail.com> wrote:
| Hello Laura

I am the Mayor of Mosier, Oregon and would like to attend the upcoming Global Climate Summit. I attended the NA Climate Summit in Chicago last October and signed the Chicago Climate Charter along with the former mayor of SF, whom I had many great conversations with, just a week before he died.

I have been out of the country so I missed the webinar, but our city has been on the front lines since a UPRR unit train of Bakken Crude Oil derailed and caught fire in our city limits on June 3, 2016. This incident has prompted us into action, which has helped in stopping the proposed Tesoro Savage Oil Terminal in Vancouver WA, which would have been the largest in US history.

Since then, I have worked with the City Council and citizens of Mosier to set policies that encourage and implement environmentally sustainable, non toxic practices to reduce our reliance on fossil fuels.

A few examples include: 1) the passing of a recent ordinance that bans single use plastics, styrofoam and straws; 2) an agreement to change each street light to LED bulbs as they expire; 3) a plan to build our new city hall/fire station/community center as a 'Net Zero' facility; 4) a plan to implement on site stormwater facilities in our streetscapes that include bioswales, tree canopy and vegetation and reduce impervious surfaces in town; and 5) a strategic plan that sets these values of sustainability in motion (attached).

At the North American Climate Summit as a signatory on the Chicago Climate Charter, the City of Mosier agrees to:

- Provide every resident with safe and accessible choices to walk, bike, or use public transit as part of Mosier's transportation system and land use policies
- Adopt policies and investments that reduce the carbon footprint of public transit systems, Mosier's vehicle fleet and privately-owned vehicles
- Accelerate municipal use of renewable energy and work to deliver affordable renewable energy access in all communities
- Reduce the carbon footprint of new and existing public and private buildings and infrastructure
- Reduce the carbon footprint of solid waste systems
- Invest in natural climate solutions such as tree canopy, vegetation, and shoreline restoration that conserve, restore and improve natural ecosystems that increase carbon storage.

Please let me know if there is any registration needed. Also our story is quite an inspiring one, which I am happy to share in a presentation or panel discussion.

Sincerely,

From: colleen.coleman@cityofmosier.com
To: [EDGAR Deanna D](#)
Cc: [Nick Kraemer](#); [Arlene.Burns@cityofmosier.com](#)
Subject: Re: Amendment for Agreement No. 32688
Date: Wednesday, August 15, 2018 8:19:20 AM
Attachments: [SCA 2018 32688pdf.pdf](#)
[Aerial 3rd Ave North .jpeg](#)
[NorthSidePlat.pdf](#)
[SouthSidePlat.pdf](#)

Hello Deanna,

After I spoke to you yesterday, our City Planner brought to my attention that putting in new sidewalks on the West Side of Washington Street may compromise the current truck route-- as there's not sufficient room for sidewalks on both sides of the street due to busy freight traffic. We have a developer who is building an apartment building on the East Side of Washington Street and will be responsible for making street improvements there (as per the original scope of this grant). His site development permit with the City requires it. Hence, the reason I initiated the request to change the scope of this contract a couple of months ago.

As the City Planner and I were talking, I enlisted the Mayor on the call to get a final decision. They discussed the safety issues in town and decided that the best use for this SCA grant is to apply it to the North side of 3rd Avenue to extend the sidewalk on two blocks east of the post office and Oregon Street. The Mayor has lived at the intersection of Huskey and 3rd for many years and would like citizens to have a safe place to walk to the post office from the East end of town. Currently, most people walk along the South side of 3rd, along a high retaining wall, on a very narrow sidewalk with bumps in the pavement and a steeper grade than the other side. Winter walking on ice and snow can be hazardous. Treating the North side of 3rd with the same proposed treatment as our original project description in SCA 32688, would remedy the problem.

So, instead of changing the attached contract, I have highlighted the text we would like to replace under page 1, Terms of Agreement, Section 1 (see attached) and provided a project description below in red. I have also attached an aerial map (jpg) with markers to delineate the new project boundaries, as well as the plat map. Please see the attachments for a visual of the project.

"Agency has requested monies from this account for installing sidewalks, curbs and storm retention pond basins along the N side of 3rd Avenue, hereinafter referred to as "Project." Said Project improvements shall consist of installing approximately 350 ft. of sidewalk along 3rd Avenue between Oregon and Idaho Streets and between Idaho Street and Riverside Street. The total estimated cost of this project is \$50,000."

Thanks sincerely for your consideration and patience, Deanna. If you wouldn't mind reading through this material and letting me know if it's everything you'll need before we go through the review process, I'd truly appreciate it. I hope the day is a great one for you!

Enclosures:

- SCA 20832688 - with highlighted text to be replaced.
- Aerial 3rd Ave North.jpeg - with annotation that illustrates project boundaries and location.
- NorthSidePlat.pdf
- SouthSidePlat.pdf

Best,



original project area

US Post Office

existing sidewalk

proposed project area - 200 ft.

proposed project area - 150 ft.

high retaining wall with narrow passage below

Mayor's Residence

Mosier Oregon 97040

SEE MAP 2N 11E 1

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0.04

R. R.

9-1

UNION PACIFIC

COLUMBIA RIVER

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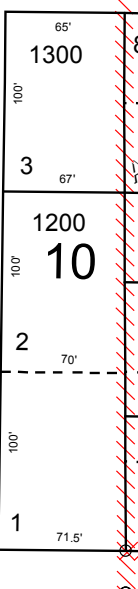
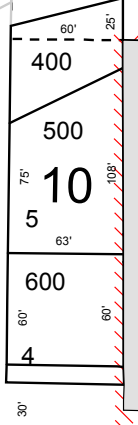
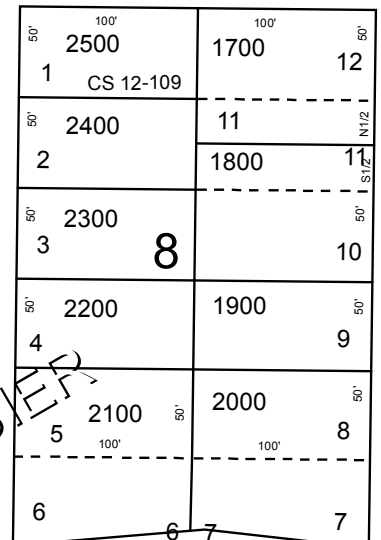
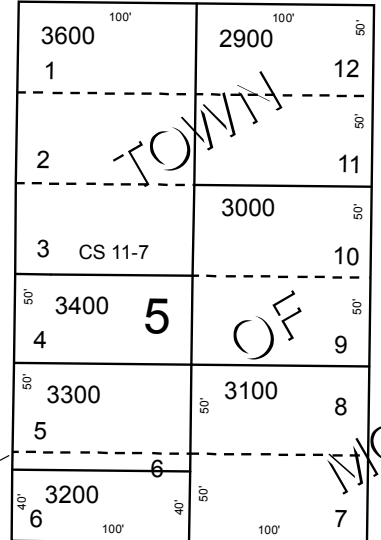
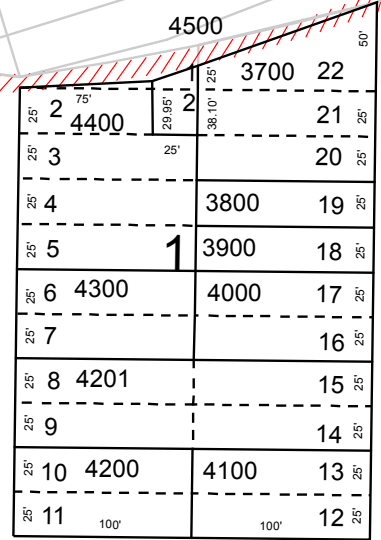
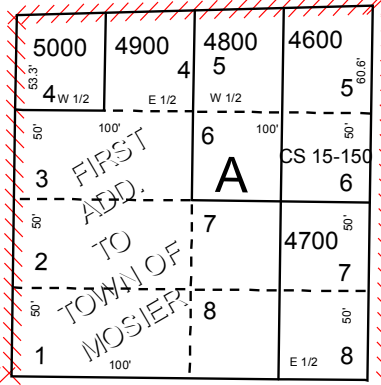
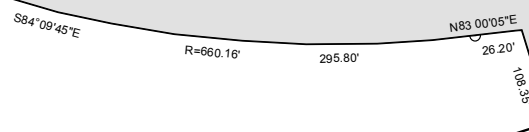
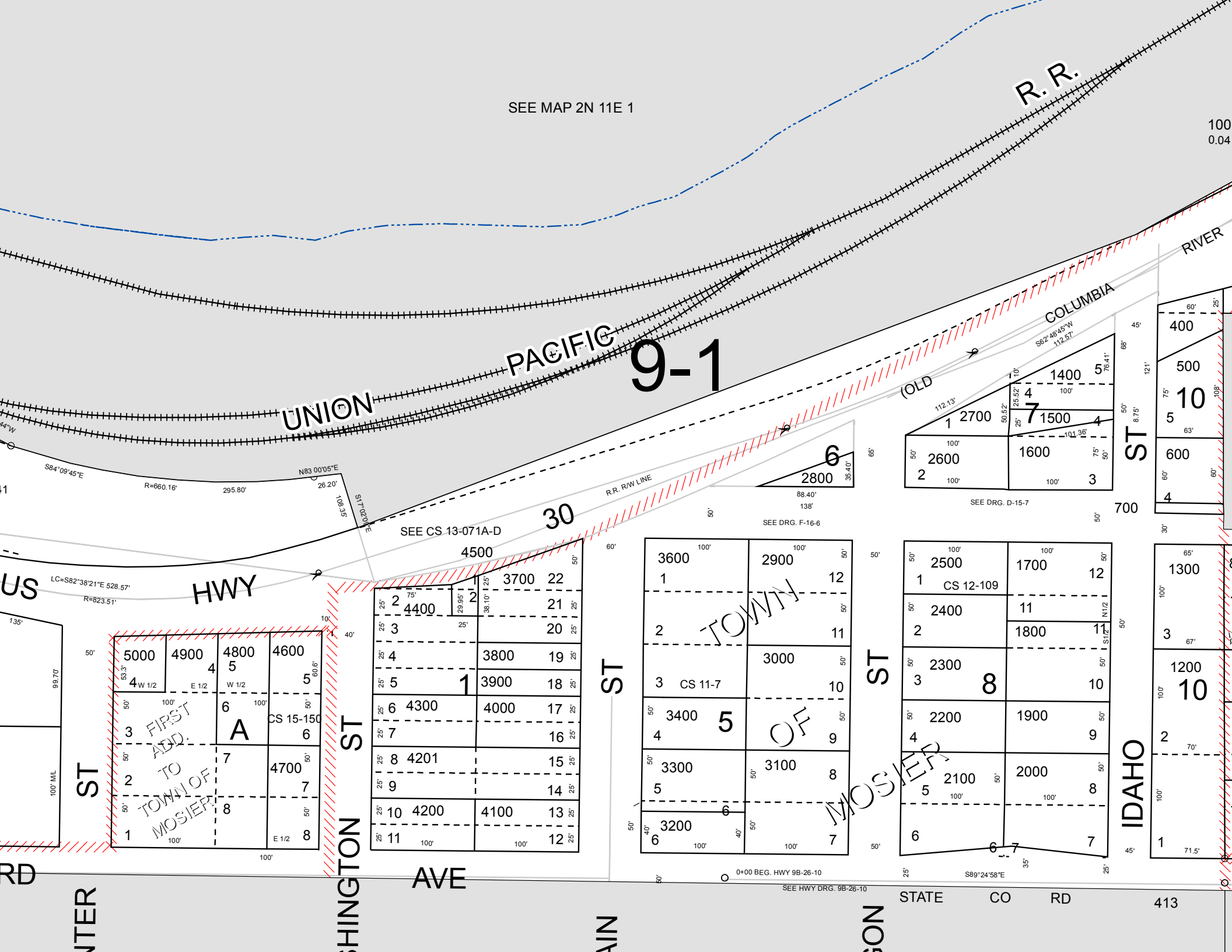
SEE CS 13-071A-D

SEE DRG. F-16-6

SEE DRG. D-15-7

SEE HWY DRG. 9B-26-10

SEE HWY DRG. 9B-26-10



A051-G041918

2017 SMALL CITY ALLOTMENT AGREEMENT
Washington Street - Improvements
City of Mosier

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

RECITALS

1. Washington Street is part of the city street system under the jurisdiction and control of Agency.
2. By the authority granted in Oregon Revised Statutes (ORS) 190.110, 366.800 and 366.805, there has been withdrawn from State Highway Funds appropriated for allocation to cities of the State of Oregon the sum of \$2,500,000 and an additional \$2,500,000 available to the Oregon Department of Transportation from the State Highway Fund. These sums have been set up in a separate account to be administered by the Department of Transportation for the Small City Allotment (SCA) Program. The \$5,000,000 shall be allotted each year by State for use upon city streets that are not a part of the state highway system, that are within cities with populations of 5,000 or fewer persons, and that are inadequate for the capacity they serve or are in a condition detrimental to safety. No single project may receive more than \$50,000 in SCA funds.

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

TERMS OF AGREEMENT

1. By the authority granted in ORS 366.805(2), Agency has requested monies from this account for installing sidewalks, curbs and storm retention pond basins along E side of Washington Street hereinafter referred to as "Project." Said Project improvements shall consist of installing approximately 252 ft of sidewalk along Washington Street between Hwy 30 and Third Avenue. The total estimated cost of this Project is \$50,000.
2. State has considered Agency's request for the Project and has determined that this Project is eligible for funding under the Small City Allotment (SCA) Program.

3. The Parties hereto mutually agree and understand that the cost of the Project will be paid for with SCA funds and by Agency as follows:
 - a. SCA funds will pay for eligible Project costs up to an amount not to exceed \$50,000.
 - b. Agency shall pay all Project costs in excess of the SCA funds.
 - c. State may, upon request by Agency, after execution of this Agreement and after providing concurrence on the Project plans and specifications, advance to Agency up to \$25,000 in SCA funds.
 - d. State shall issue payments after January 1, 2018. Only work begun after the effective date of this Agreement is eligible for reimbursement with SCA funds.
4. Documented cost of preliminary engineering and construction engineering services performed by the Agency, or the Agency's consultant, are eligible Project costs.
5. The term of this Agreement will begin upon execution and will terminate two (2) years following the date of final execution unless extended by an executed amendment.

AGENCY OBLIGATIONS

1. Agency shall conduct all right of way activities in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35, Federal-Aid Policy Guide, Code of Federal Regulations (CFR) and the ODOT Right of Way Manual, and Title 23 CFR Part 710 and Title 49 CFR Part 24.
2. Agency shall assume management and financial responsibility for the acquisition of all right of way. Right of way may be acquired by Agency or on behalf of Agency (by consultants or State) at Agency's choice. If State performs the acquisition, a right of way services agreement shall be executed setting forth the responsibilities of each party.
3. Agency shall assume management and financial responsibility (at no expense to State) for the adjustment, reconstruction, and relocation of utility installations, including all privately or publicly owned utility conduits, lines, poles, mains, pipes and all other facilities of every kind and nature where such relocation or reconstruction is required for project completion.
4. Agency shall prepare, or cause to be prepared, the plans and specifications for the Project, advertise the Project, contract the work, perform the construction engineering, and make the necessary contract payments.

5. Agency shall, during the course of the work, accumulate and retain documentation of all Project costs.
6. Agency shall, upon completion of Project, certify to State that Project is complete and in substantial conformance with the plans and controlling specifications. Agency shall submit an invoice for the remaining eligible costs of Project which, when added to any amount previously advanced by State, shall not exceed the actual total cost of Project or \$50,000, whichever is less.
7. Agency shall assume management and financial responsibility for the ongoing maintenance of Project following construction completion.
8. Agency understands those streets or portions of streets, upon which SCA funds have been expended, are not eligible for additional SCA funds for a period of ten (10) years following the approval for such funds.
9. Agency understands that if Project is canceled by Agency after Agency has received payment of any SCA funds from State, or not completed within the time requirements or in accordance with the terms of this Agreement, , Agency shall immediately repay to State the full amount of SCA funds received by Agency.

10. Americans with Disabilities Act Compliance:

- a. Agency shall ensure that the Project, including all sidewalks, curb ramps, and pedestrian-activated signals, is designed, constructed and maintained to comply with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended by the ADA Amendments Act of 2008 (together, "ADA").
- b. Agency may follow its own processes or may use ODOT's processes for design, modification, upgrade, or construction of Project sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current Curb Ramp Inspection form, available at:
<http://www.oregon.gov/ODOT/HWY/CONSTRUCTION/Pages/HwyConstForms1.aspx>;

Additional ODOT resources are available at:

<http://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>

ODOT has made its forms, processes, and resources available for Agency's use and convenience.

- c. Agency assumes sole responsibility for ensuring that the Project complies with the ADA, including when Agency uses ODOT forms and processes. Agency

acknowledges and agrees that ODOT is under no obligation to review or approve Project plans or inspect the completed Project to confirm ADA compliance.

- d. Agency shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs and include accessibility features equal to or better than the features present in the existing pedestrian route.
 - e. Agency shall ensure that any portions of the Project under Agency's maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of the Project. This includes, but is not limited to, Agency ensuring that:
 - i. Pedestrian access is maintained as required by the ADA,
 - ii. Any complaints received by Agency identifying sidewalk, curb ramp, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,
 - iii. Any repairs or removal of obstructions needed to maintain Project features in compliance with the ADA requirements that were in effect at the time of Project construction are completed by Agency or abutting property owner pursuant to applicable local code provisions,
 - iv. Any future alteration work on Project or Project features during the useful life of the Project complies with the ADA requirements in effect at the time the future alteration work is performed, and
 - v. Applicable permitting and regulatory actions are consistent with ADA requirements.
 - f. Maintenance obligations in this section shall survive termination of this Agreement.
11. All employers, including Agency, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability Insurance with coverage limits of not less than \$500,000 must be included. Agency shall ensure that each of its contractors complies with these requirements.
12. Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS [279C.505](#), [279C.515](#), [279C.520](#), [279C.530](#) and [279B.270](#) incorporated herein by reference and made a part hereof. Without

limiting the generality of the foregoing, Agency expressly agrees to comply with (i) [Title VI of Civil Rights Act of 1964](#); (ii) [Title V and Section 504 of the Rehabilitation Act of 1973](#); (iii) the [Americans with Disabilities Act of 1990](#) and ORS [659A.142](#); (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

13. Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.
14. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
15. Agency shall require its contractor(s) and subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Department of Transportation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260 (Claims), to the extent such Claims are caused, or alleged to be caused by the negligent or willful acts or omissions of Agency's contractor or any of the officers, agents, employees or subcontractors of the contractor. It is the specific intention of the Parties that State shall, in all instances, except to the extent Claims arise from the negligent or willful acts or omissions of State, be indemnified for all Claims caused or alleged to be caused by the contractor or subcontractor.
16. Any such indemnification shall also provide that neither Agency's contractor and subcontractor nor any attorney engaged by Agency's contractor and subcontractor shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at any time at its election assume its own defense and settlement in the event that it determines that Agency's contractor is prohibited from defending the State of Oregon, or that Agency's contractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against Agency's contractor if the State of Oregon elects to assume its own defense.

17. Agency's Project Manager for this Project is Colleen Coleman, City Manager, City of Mosier, PO Box 456, Mosier, OR 97040, 541-490-9758, colleen.coleman@cityofmosier.com, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

STATE OBLIGATIONS

1. State shall administer the funds in the SCA Account in the following manner:
 - a. After January 1, 2018 at Agency's request, State may, upon execution of this Agreement, and after providing concurrence on the Project plans and specifications, forward to the Agency an advance payment of SCA funds not to exceed \$25,000.
 - b. State shall make final payment to Agency for all remaining eligible Project costs upon satisfactory final inspection of the Project by State using State's approved inspection form, and after receipt of the certification of acceptance of work by the Agency accompanied by documentation of all Project costs. Total payments to Agency, including any advance deposit payment, shall not exceed the actual total cost of the Project or \$50,000, whichever is less.
2. State's Project Manager for this Project is Darrell Newton, Local Agency Liaison, ODOT, 63055 N Highway 97, Bldg. M, Bend, Oregon 97703, 541-388-6272, darrell.r.newton@odot.state.or.us, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

GENERAL PROVISIONS

1. This Agreement may be terminated by mutual written consent of both Parties.
2. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
 - a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.

- c. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - d. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or State is prohibited from paying for such work from the planned funding source.
3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
4. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
5. With respect to a Third Party Claim for which the State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if the State had sole liability in the proceeding.
6. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such

expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

7. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
8. Agency maintenance responsibilities shall survive termination of this Agreement if Project is completed and accepted.
9. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
10. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

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

The Project was approved on January 12, 2018 by the Program and Funding Services Manager.

Signature Page to Follow

City of Mosier, by and through its
elected officials

By _____

Date _____

By _____

Date _____

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

By _____
Agency Counsel

Date _____

Agency Contact:

Colleen Coleman
City Manager
City of Mosier
PO Box 456
Mosier, OR 97040
541-490-9758
colleen.coleman@cityofmosier.com

State Contact:

Darrell Newton
Local Agency Liaison
ODOT
63055 N Highway 97, Bldg. M
Bend, Oregon 97703
541-388-6272
darrell.r.newton@odot.state.or.us

STATE OF OREGON, by and through
its Department of Transportation

By _____

Date _____

APPROVAL RECOMMENDED

By _____

Date _____

By _____

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

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

Date _____



Safe Routes to School Infrastructure Competitive Grant Program Letter of Intent

Description of Letter of Intent

The Letter of Intent (LOI) is due by midnight on August 31, 2018. The Safe Routes to School program manager will respond to those who submit a LOI by September 15, 2018 with an eligibility determination. The program manager may provide feedback at that time if needed.

Applicants must submit an LOI in order to submit an application for the Safe Routes to School Competitive Grant Program. Full applications for the program are due by midnight on October 15, 2018.

Applicant Information

Applicant Name
Colleen Coleman

Title
City Manager

Agency
City of Mosier

Phone
(541) 478-3505

Email
colleen.coleman@cityofmosier.com

Will the applicant deliver the project?
No

If no, who will deliver the project?
Oregon Department of Transportation, Region 4, Project Delivery Team

Explain why applicant is not delivering the project:

The City of Mosier is a town of 450 in the Columbia River Gorge. We are applying for SRTS funds to build pedestrian and bicycle safety infrastructure: sidewalks, bike lanes and street trees along Oregon Hwy 30 (Historic Columbia River Highway), an ODOT managed road and Mosier's main (1st Street). Hwy 30 runs east/west and connects both the city's west and eastside neighborhoods to Mosier's elementary/middle school, a Title I School. The City currently has \$550,000 for Phase I of a ¾ mile project between Rock Ck Rd. and Mosier Ck Bridge. The first phase of the project is slated to be delivered by ODOT. The City asks for SRTS funds to complete the project, using ODOT design, engineering and construction staff for consistent project delivery.

Eligibility Requirements

Does your project reduce barriers and hazards to children walking or bicycling to and from school?
Yes

Is your project identified in or consistent with a plan (e.g. Transportation System Plan, other locally adopted plan, Safe Routes to School Action Plan, etc.)?

Yes

Is your project in the public road right of way or will you widen the right of way to accommodate your project?

Yes

Do you have the support of the affected school or school district?

Yes

Is your project within a 1-mile radius of a public school?

Yes

Upload a project area map:

Mosier - Area Map.pdf

SlowMoProject_Hwy_30_Mosier.pdf

Optional: Use map generated from the [Safe Routes to School Web Application](#).

Have you secured or identified the required cash match?

Yes

In general, the cash match requirement is 40%. See [Program Guidelines](#) to determine if your project may be eligible for a reduced match of 20%.

If you answered no to any of the above questions, your project is not eligible.

Project Information

Location Information

Location 1

Street Name and Cross Streets:

Hwy 30 (Historic Columbia River Hwy) from Rock Creek Rd. To Mosier Ck. Bridge

City/County:

Mosier/Wasco

Provide a high-level PROBLEM statement that describes the barriers of children walking or bicycling to school. Provide a summary of the problem in a concise manner that can be used on a website or publication.

There are no bike lanes in Mosier and very few sidewalks. Mosier's main thoroughfare (1st Street/Hwy 30) has no lane markings, sidewalks, bike lanes or vegetative buffers and is unsafe for children walking or biking to Mosier Community School.

Provide a high-level description of your PROJECT. Project should be a viable solution to the above problem. Provide a summary of the project in a concise manner that can be used on a website or publication.

Delivery of a safe, comfortable, and connected Main Street for everyone in Mosier, including children

walking and biking to Mosier Community School, through design and construction of bike lanes, sidewalks, and vegetative buffers along Highway 30.

Is the project serving a Title I school (40% or more students eligible for free and reduced lunch)?

[Students Eligible for Free or Reduced Lunch](#)

Yes

Primarily Affected School Name

Mosier Community School

Grades Taught

K-8

For what range of funds do you expect to apply?

1.5 million - 2 million

What do you anticipate the source of the matching funds to be?

Other: Combined Federal, State and City funds - see ODOT 32319 signed contract

Upon submitting this form you will receive an email containing your submission. For efficiency, it is recommended that you save that email as some of the questions are replicated on the 2018 Safe Routes to School Infrastructure Application.