



CITY OF LA PINE CITY COUNCIL AGENDA
Regular and Executive Sessions
Wednesday, June 26, 2019
5:30 p.m. Regular Session
La Pine City Hall
16345 Sixth Street, La Pine, Oregon 97739

A. Regular Session

1. Call to Order
2. Establish Quorum
3. Pledge of Allegiance
4. Added Agenda Items
Any matters added to the Agenda at this time will be discussed during the “Other Matters” portion of this Agenda or such time selected by the City Council.
5. Public Comments
6. Consent Agenda
Information concerning the matters listed within the Consent Agenda has been distributed to each member of the City Council for reading and study, is considered to be routine, and will be enacted or approved by one motion of the City Council without separate discussion. If separate discussion is desired concerning a particular matter listed within the Consent Agenda, that matter may be removed from the Consent Agenda and placed on the regular agenda by request of any member of the City Council.
 - a. Approval of Council Minutes
 - i. June 12, 2019 Work and Regular Session Meeting Minutes
 - b. Reimbursements
 - i. Approval of Council and Staff Reimbursements
 - c. OLCC Applications
 - i. Gordy’s Truck Stop
7. Deschutes County Health – Tobacco License Presentation
8. Glenwood Acres Homeowners Association Water Board – Discussion

9. Resolution No. 2019-12: A Resolution Authorizing the Oregon Department of Revenue to Administer and Collect the Three Percent Marijuana Retailer Tax Imposed Under the City of La Pine Ordinance No. 2016-02 – Action Item
10. Ordinance No. 2019-04: An Ordinance of the City of La Pine Amending Ordinance No. 2016-02, an Ordinance Imposing a Three Percent Tax on the Sale of Marijuana Items by a Marijuana Retailer, to Modify the Penalties and Interest Payable and Otherwise Accommodate the Oregon Department of Revenue’s Administration and Collection of the Tax Imposed Under Ordinance No. 2016-02 – Action Item
11. Resolution 2019-05: Amendments to Master Fee Schedule – Action Item
12. Other Matters: Only those matters properly added to this Agenda under line item No. 4
13. Public Comments
14. Staff Comments
15. Mayor and Council Comments

B. Executive Session – Immediately Following Regular Session ORS 192.660(2)(f)

1. Executive Session – The council will meet in executive session under ORS 192.660(2)(f) to consider information or records that are exempt by law from public inspection
2. Adjourn

Pursuant to ORS 192.640, this notice includes a list of the principal subjects anticipated to be considered or discussed at the above-referenced meeting. This notice does not limit the ability of the City Council to consider or discuss additional subjects. This meeting is subject to cancellation without notice. The regular meeting is open to the public and interested citizens are invited to attend. Council may not take formal actions in Work Sessions. The public will not be permitted to attend the executive session; provided, however, representatives of the news media and designated staff will be allowed to attend the executive session. Representatives of the news media are specifically directed not to report on any of the deliberations during the executive session, except to state the general subject of the executive session as previously announced. No decision will be made in the executive session. The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting to City Hall at (541-536-1432). For deaf, hearing impaired, or speech disabled dial 541-536-1432 for TTY.



CITY OF LA PINE CITY COUNCIL – WORK AND REGULAR SESSION MEETING MINUTES

Wednesday, June 12, 2019

La Pine City Hall

16345 Sixth Street, La Pine, Oregon 97739

A. Work Session

1. Call to Order

Work Session called to order by Mayor Richer at 5:31pm

2. Establish Quorum

Members present: Mayor Daniel Richer, Councilor Don Greiner, Councilor Michael Harper, Councilor Mike Shields; Student Councilor Max Miller.

Members absent by prior arrangement: Councilor Connie Brieze

Staff Present: City Manager Melissa Bethel, Public Works Manager Jake Obrist, and Administrative Assistant Kelly Notary

3. Added Item: Update Mosquito Abatement – Three Rivers Mosquito and Vector Control

Mayor Richer called Rep from Three Rivers Mosquito to the podium for a quick update on the current mosquito abatement. This was moved ahead of schedule due to the need for them to head out and fog tonight. First fogging on May 29th, Second fogging tonight, June 12th. This has been a bad season and they are working diligently to spray/fog where they can. Residents can go to LaPineMosquito.org – to report sightings and get further information on abatement.

4. State Collection of Marijuana Taxes IGA – Discussion

Staff Report given by City Manager Bethel and discussion regarding the IGA followed.

Councilor Harper asked about the travel for dispensary personnel and Bethel stated that they are already going there to pay their state taxes.

Councilor Greiner states that he sees it as a good idea to for the safety of the staff.

No other Council Comments

No vote required. City Manager Bethel will move forward.

5. Transfer of Jurisdiction of Old Main Court from Deschutes County – Discussion

Staff report given by City Manager Bethel.

Councilor Shields asked if once it's transferred to the city will it then be transferred to the developer. Bethel said if a vacation is approved then, yes. That would be a decision for another time. This would give us control to have the discussion and vote at some point.

Councilor Harper asked about whether it's privately owned, Bethel stated its county land until we request the resolution and have it transferred to the city.

No other council comments, will move to regular session for consideration

Work Session Adjourned at 5:46pm

A. Regular Session – Immediately Following Work Session

1. Call to Order

Regular Session called to order at 5:47pm

2. Re-Establish Quorum

Members present: Mayor Daniel Richer, Councilor Don Greiner, Councilor Michael Harper, Councilor Mike Shields; Student Councilor Max Miller.

Members absent by prior arrangement: Councilor Connie Briese

Staff Present: City Manager Melissa Bethel, Public Works Manager Jake Obrist, and Administrative Assistant Kelly Notary

3. Pledge of Allegiance

4. Added Agenda Items

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

5. Public Comments

6. Consent Agenda

Information concerning the matters listed within the Consent Agenda has been distributed to each member of the City Council for reading and study, is considered to be routine, and will be enacted or approved by one motion of the City Council without separate discussion. If separate discussion is desired concerning a particular matter listed within the Consent Agenda, that matter may be removed from the Consent Agenda and placed on the regular agenda by request of any member of the City Council.

a. Approval of Budget Committee and Council Minutes

i. May 1, 2019 Budget Committee Meeting Minutes

ii. May 22, 2019 Budget Committee Meeting Minutes

iii. May 22, 2019 Council Meeting Minutes

b. Financial Summary

c. OLCC Application – Badlands Artisan Distillery

d. Request for Approval to Seek Grant Funding

Councilor Greiner moved to approve the consent agenda, Councilor Harper seconded, unanimously approved.

7. Community Funding Request – La Pine Senior Activity Center – Action Item

Jamie Donahue Representative from Senior Center requested funds (\$2500.00) for Rhubarb Festival.

Councilor Shields stated that organizations should stand on their own in his opinion

Councilor Greiner stated that this feels like it is a good fit for the TRT FUND dollars

Councilor Harper agreed with Councilor Shields and also Councilor Greiner, but feels that this is a good use of the funds as they are intended to be used.

Student Representative Miller agreed that it's a good usage of funds

Mayor Richer stated that this is as a special community event, special to our city and feels the TRT Funds are specifically designed to help out in situations like this.

Councilor Greiner motioned to grant the request to the Senior Center's Rhubarb Festival in the amount of \$2500.00, seconded by Councilor Harper, unanimously approved.

8. Housing Works Annual Update to Council

Slideshow Presentation given by Housing Works Representatives on how their Affordable Housing works in general and the success of Hawks Estates. General questions about how it works, the levels of rent insecurity here in La Pine and options to improve our chances for more Low Income Housing took place.

Councilor Greiner mentioned how impressed he was with how quickly the units were built and rented once they got the go ahead and how many applicants there were.

9. Appointment of Cathi Van Damme to Public Works Committee – Action Item

Jake Obrist reminded the council that Van Damme had previously served and with an opening that just came up her recent application is submitted for consideration.

Councilor Greiner motioned to appoint Cathi VanDamme to the PW Committee, Councilor Harper seconded, unanimously approved.

10. Resolution No. 2019-10 – A Resolution Requesting Deschutes County Surrender Jurisdiction Over Old Main Court – Action Item

Councilor Harper motioned to approve resolution No. 2019-10, seconded by Councilor Greiner, unanimously approved.

11. Public Hearing Regarding Ordinance 2019-02 Amending Ordinance Nos. 2015-02, 2016-10, and 2017-09, Which Ordinances Concern Recreational Marijuana Businesses and Medical Marijuana Dispensaries – Action Item

Councilor Harper recuses himself from this discussion and vote

a. Open Public Hearing

i. Staff Report

City Manager Bethel provided a Staff Report regarding the last meeting and vote and the options for tonight. If passed it will go in effect 20 days after the vote.

ii. Public Comments

None

iii. Close Public Hearing

iv. Deliberations

Councilor Greiner motioned to approve Ordinance 2019-02 Amending Ordinance No. 2015-02, 2016-10, and 2017-09, Which Ordinances Concern Recreational Marijuana Businesses and Medical Marijuana Dispensaries, Councilor Harper seconded, unanimously approved.

12. Budget Hearing on the FY 2019-20 Fiscal Year Budget

a. Open Public Hearing

b. Staff Comments

City Manager Bethel stated that this is the last step, the budget committee voted and approved the budget and this would be a final approval by council on the budget.

c. Public Comments

Jill Toepfer (Non-Resident) asked what happens to the Marijuana Tax that is collected. City Manager Bethel replied that it all goes into the general fund.

d. Close Public Hearing

e. Council Deliberation

Councilor Harper motioned to adopt the budget for FY 2019-20, Councilor Greiner seconded, unanimously approved.

13. Resolution No. 2019-07 – A Resolution Declaring the City’s Election to Receive State Revenues – Action Item

Councilor Harper motioned to approve Resolution No. 2019-07, Councilor Greiner seconded, unanimously approved.

14. Resolution No. 2019-08 – A Resolution Adopting the FY 2019-20 Fiscal Year Budget and Appropriating Funds for the City of La Pine – Action Item

Councilor Harper motioned to approve Resolution No. 2019-08, Councilor Greiner seconded, unanimously approved.

15. Other Matters: Only those matters properly added to this Agenda under line item No. 4

16. Public Comments

17. Staff Comments

City Manager Bethel: Stated that the Regional Solutions Meeting held here at City Hall was very informative and provided information on potential grants and programs the city can use. USDA meeting went very well and new avenues for grant funds came about.

Jacob Obrist: Stated that he and the Mayor will be in Salem for a grant presentation on June 21st. Mentioned Clean Up Days are upon us and there will be dumpsters available at City Hall 6/21-6/22. Announced that we are hiring in the Public Works Department.

CITY OF LA PINE

NAME: Donald Greiner DATE 06-06-19

While conducting authorized City business, I the undersigned, properly incurred the following expenses. I now request reimbursement:

- 1. TRANSPORTATION EXPENSES (explain purpose, City, State, date of mtg)

COIC Meeting, Redmond, OR

AUTOMOBILE

MILEAGE: 92 MILES @ ~~0.535~~ ^{0.58} = \$ 53.36

- 2. LODGING/MEALS (explain purpose/meeting/dates)

None

A. Lodging for _____ nights (attach receipts)

B. Meals for _____ (whom)

Location (attach receipts) _____ Date _____

- 3. PURCHASES (food, supplies and materials) (attach receipts)

None

TOTAL REIMBURSEMENT \$ 53.36

Approved by City Staff _____

Donald Greiner
Signature of Submitter of Form

Distance Between Cities Calculator

This website allows you to find the distance between cities or any two places and get directions using Google maps. The calculated distance will be shown in miles and kilometers.

[<< Go Back](#) Distance Calculation Between:

16489 Charlotte Day Dr, La Pine, OR 97739, USA	243 E Antler Ave, Redmond, OR 97756, USA
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Driving Distance: 46.3 mi
 Different Units: 74.5 km, 46.29 mi, 40.22 nmi
 Driving Duration: 52 mins
 Route: US-97 N
 Straight line or air distance: 71.18 km, 44.23 miles, 38.41 nautical miles.

Suggested routes:

US-97 N 46.3 mi. About 52 mins

SE 27th St and US-97 N 48.9 mi. About 1 hour 2 mins

16489 Charlotte Day Dr, La Pine, OR 97739, USA

46.3 mi. About 52 mins

1. Head northwest on Charlotte Day Dr toward Fordham Dr 49 ft
2. Turn left onto Fordham Dr 279 ft
3. Turn right onto Caldwell Dr 243 ft
4. Turn right onto Huntington Rd 1.5 mi
5. Turn right onto Burgess 0.9 mi

Map data ©2019 Google

CITY OF LA PINE

NAME: DANIEL RICHER DATE 19 JUNE 19

While conducting authorized City business, I the undersigned, properly incurred the following expenses. I now request reimbursement:

1. TRANSPORTATION EXPENSES (explain purpose, City, State, date of mtg)

COCO MEETING REDMOND, OR.
MAY 20TH \$ JUNE 17TH

AUTOMOBILE MILEAGE: 194 MILES @ 0.58 = \$ 112.52

2. LODGING/MEALS (explain purpose/meeting/dates)

NONE

A. Lodging for _____ nights (attach receipts)

B. Meals for _____ (whom)

Location (attach receipts)

Date

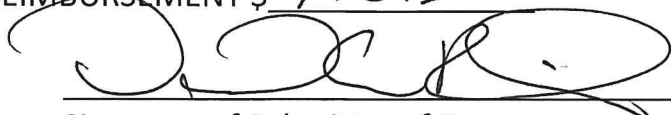
N/A N/A

3. PURCHASES (food, supplies and materials) (attach receipts)

N/A

TOTAL REIMBURSEMENT \$ 112.52

Approved by City Staff _____



Signature of Submitter of Form

Kelly Notary: LOC Conference will be held in Bend this year on 9/26-9/28 and she requested people let staff know if they plan to attend or not and further discussion about hotel rooms will commence once a budget is established for the room costs – which are not available to reserve at this time.

18. Mayor and Council Comments

Councilor Greiner updated Council on COIC meeting in Bend on 6/6

Councilor Harper thanked Melissa for working to get funds for the future of the City

Student Representative Miller stated that he will be volunteering at a camp this summer and will miss a few meetings

Mayor Richer went to the high school awards and gave Trentyn Tennant his scholarship from the City and Anderson Perry. He also received a compliment from a resident about the recent curing of the saw art piece at the Triangle. The resident was very pleased with the work and that they city is now taking care of this, since he used to do it each year. Mayor also thanked the residents for attending and encouraged them to keep being a part of the process.

19. Adjourn Meeting

Attest

Kelly Notary



OREGON LIQUOR CONTROL COMMISSION

LIQUOR LICENSE APPLICATION

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

License Applied For:	CITY AND COUNTY USE ONLY
<input type="checkbox"/> Brewery 1 st Location	Date application received:
<input type="checkbox"/> Brewery 2 nd Location	Name of City or County:
<input type="checkbox"/> Brewery 3 rd Location	Recommends this license be:
<input type="checkbox"/> Brewery-Public House 1 st location	<input type="checkbox"/> Granted <input type="checkbox"/> Denied
<input type="checkbox"/> Brewery-Public House 2 nd location	By: _____
<input type="checkbox"/> Brewery-Public House 3 rd location	Date: _____
<input type="checkbox"/> Distillery	
<input type="checkbox"/> Full On-Premises, Commercial	
<input type="checkbox"/> Full On-Premises, Caterer	
<input type="checkbox"/> Full On-Premises, Passenger Carrier	
<input type="checkbox"/> Full On-Premises, Other Public Location	
<input type="checkbox"/> Full On-Premises, For Profit Private Club	
<input type="checkbox"/> Full On-Premises, Nonprofit Private Club	
<input type="checkbox"/> Grower Sales Privilege 1 st location	
<input type="checkbox"/> Grower Sales Privilege 2 nd location	
<input type="checkbox"/> Grower Sales Privilege 3 rd location	
<input checked="" type="checkbox"/> Limited On-Premises in restaurant	
<input type="checkbox"/> Off-Premises	
<input checked="" type="checkbox"/> Off-Premises with Fuel Pumps in truckstop	
<input type="checkbox"/> Warehouse	
<input type="checkbox"/> Wholesale Malt Beverage & Wine	
<input type="checkbox"/> Winery 1 st Location	
<input type="checkbox"/> Winery 2 nd Location	
<input type="checkbox"/> Winery 3 rd Location	
	OLCC USE ONLY
	Date application received:
	By: _____
	Date application accepted as initially complete:
	6/4/19
	By: <u>Mauthegus</u>
	License Action(s): <u>C/O</u>

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

La Pine Travel Center LLC _____

(Applicant #1)

(Applicant #2)

(Applicant #3)

(Applicant #4)

OLCC USE ONLY JUN 04 2019 Oregon Liquor Control Commission Bend, Oregon	OLCC FINANCIAL SERVICES USE ONLY
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OREGON LIQUOR CONTROL COMMISSION

LIQUOR LICENSE APPLICATION

3. Applicant #1 La Pine Travel Center LLC		Applicant #2	
Applicant #3		Applicant #4	
4. Trade Name of the Business (Name Customers Will See) Gordy's Truck Stop and Restaurant			
5. Business Address (Number and Street Address of the Location that will have the liquor license) 17045 Whitney Road			
City La Pine	County Deschutes	Zip Code 97739	
6. Does the business address currently have an OLCC liquor license? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
7. Does the business address currently have an OLCC marijuana license? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
8. Mailing Address/PO Box, Number, Street, Rural Route (where the OLCC will send your mail) 2368 Kokanee Way			
City Lebanon	State OR	Zip Code 97355	
9. Phone Number of the Business Location 541 619 3075		Email Contact for this Application everyonesinc@gmail.com	
Contact Person for this Application Rajinder S Dhote		Phone Number 541 619 3075	
Mailing Address 2368 Kokanee Way	City Lebanon	State OR	Zip Code 97355

I understand that marijuana (such as use, consumption, ingestion, inhalation, samples, give-away, sale, etc.) is **prohibited** on the licensed premises.

I attest that all answers on all forms, documents, and information provided to the OLCC are true and complete.

Applicant Signature(s)

- Each individual person listed as an applicant must sign the application.
- If an applicant is an entity, such as a corporation or LLC, at least one person who is authorized to sign for the entity must sign the application.
- A person with the authority to sign on behalf of the applicant (such as the applicant's attorney or a person with power of attorney) may sign the application. If a person other than an applicant signs the application, please provide proof of signature authority.

La Pine Travel Center LLC by: Rajinder S Dhote

(Applicant#1) Rajinder S. Dhote (Applicant #2)
member/manager

(Applicant#3) (Applicant #4)



OREGON LIQUOR CONTROL COMMISSION

INDIVIDUAL HISTORY FORM

1. Name: (LAST) Dhote		(FIRST) Rajinder	(MIDDLE) S
2. Other Names Used (Maiden, Etc.):			
3. Do you have a Social Security Number (SSN) issued by the U.S. Social Security Administration? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please provide your SSN: [REDACTED] - [REDACTED] - [REDACTED]			
<p>SOCIAL SECURITY NUMBER DISCLOSURE: As part of your application for an initial or renewal license, Federal and State laws require you to provide your Social Security Number (SSN) to the Oregon Liquor Control Commission (OLCC) for child support enforcement purposes (42 USC § 666(a)(13) & ORS 25.785). If you are an applicant or licensee and fail to provide your SSN, the OLCC may refuse to process your application. Your SSN will be used only for child support enforcement purposes unless you indicate below.</p> <p>Based on our authority under ORS 471.311 and OAR 845-005-0312(6), we are requesting your voluntary consent to use your SSN for the following administrative purposes only: to match your license application to your Alcohol Server Education records (where applicable), and to ensure your identity for criminal records checks. OLCC will not deny you any rights, benefits or privileges otherwise provided by law if you do not consent to use of your SSN for these administrative purposes (5 USC § 552(a)).</p> <p>Do you voluntarily consent to the OLCC's use of your SSN as just described? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>			
4. Date of Birth (MM/DD/YYYY): [REDACTED] / [REDACTED] / [REDACTED]		5. Contact Phone: 541-619-3075	
6. Driver License or State ID #: [REDACTED]		7. State: Oregon	
8. Residence Address: 2368 Kokanee Way, Lebanon, OR 97355			
9. Mailing Address (if different):			
10. E-Mail (optional): everyonesinc@gmail.com			
11. Do you have a spouse or domestic partner? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, list his/her full name: Rajinder Kaur Dhote			
12. If yes to #11, will this person be involved in the management of, or have control over the business? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes			
13. In the past 10 years, have you been <u>convicted</u> ("convicted" includes paying a fine) in Oregon or another U.S. state of driving a car with a suspended driver license or driving a car with no insurance? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (Please include explanation below) <input type="checkbox"/> Unsure (Please include explanation below)			
14. In the past 10 years, have you been <u>convicted</u> ("convicted" includes paying a fine) in Oregon or another U.S. state of a FELONY ? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (Please include explanation below) <input type="checkbox"/> Unsure (Please include explanation below)			
15. Have you ever been in a drug or alcohol <u>diversion program</u> in Oregon or another U.S. state? A diversion program is where you are required, usually by the court or another government agency, to complete certain requirements in place of being convicted of a drug or alcohol-related offense. <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (Please include explanation below) <input type="checkbox"/> Unsure (Please include explanation below)			

Attachment to Items 16 and 21, Individual History Form
 Rajinder S. Dhote's liquor-licensed businesses (all licensed for
 Off-Premises Sales only)

Trade Name	Licensee Name	Premises Address	License Number
Everyone's Market #3	Loveleen Inc.	1610 Ivy Street, Junction City	274123
Everyone's Market #4	Loveleen Inc.	1225 E Grant Street, Lebanon	274124
Everyone's Market	Everyone's Market Inc.	1245 Echo Hollow, Eugene	274120
Everyones Market #1	Everyone's Market #1 Inc.	1128 5 th Street, Springfield	274121
Everyones Market #2	Everyone's Market #2 Inc.	7095 Main Street, Springfield	274122
Everyones Market #5	Everyone's Market #5 Inc.	3901 River Road, Eugene	274125
Everyone's Market #6	Everyone's Market #6 Inc.	5045 Barger, Eugene	274126
Everyone's Market #7	Everyone's Market #7 Inc.	45602 McKenzie Hwy, Vida	274127
Bay Food Mart	Rajinder Dhote and Daljit Singh	Mountain View, CA	unknown



OREGON LIQUOR CONTROL COMMISSION
INDIVIDUAL HISTORY FORM

1. Name: (LAST) Singh		(FIRST) Daljit	(MIDDLE)
2. Other Names Used (Maiden, Etc.):			
3. Do you have a Social Security Number (SSN) issued by the U.S. Social Security Administration? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please provide your SSN: [REDACTED] - [REDACTED] - [REDACTED]			
<p>SOCIAL SECURITY NUMBER DISCLOSURE: As part of your application for an initial or renewal license, Federal and State laws require you to provide your Social Security Number (SSN) to the Oregon Liquor Control Commission (OLCC) for child support enforcement purposes (42 USC § 666(a)(13) & ORS 25.785). If you are an applicant or licensee and fail to provide your SSN, the OLCC may refuse to process your application. Your SSN will be used only for child support enforcement purposes unless you indicate below.</p> <p>Based on our authority under ORS 471.311 and OAR 845-005-0312(6), we are requesting your voluntary consent to use your SSN for the following administrative purposes only: to match your license application to your Alcohol Server Education records (where applicable), and to ensure your identity for criminal records checks. OLCC will not deny you any rights, benefits or privileges otherwise provided by law if you do not consent to use of your SSN for these administrative purposes (5 USC § 552(a)).</p> <p>Do you voluntarily consent to the OLCC's use of your SSN as just described? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>			
4. Date of Birth (MM/DD/YYYY): [REDACTED] / [REDACTED] / [REDACTED]		5. Contact Phone: (503) 569 - 0167	
6. Driver License or State ID #: [REDACTED]		7. State: Oregon	
8. Residence Address: 4990 Chauncey CT SE Salem, OR 97302			
9. Mailing Address (if different):			
10. E-Mail (optional):			
11. Do you have a spouse or domestic partner? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, list his/her full name: Narinder Kaur			
12. If yes to #11, will this person be involved in the management of, or have control over the business? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes			
13. In the past 10 years, have you been <u>convicted</u> ("convicted" includes paying a fine) in Oregon or another U.S. state of driving a car with a suspended driver license or driving a car with no insurance? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (Please include explanation below) <input type="checkbox"/> Unsure (Please include explanation below)			
14. In the past 10 years, have you been <u>convicted</u> ("convicted" includes paying a fine) in Oregon or another U.S. state of a FELONY ? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (Please include explanation below) <input type="checkbox"/> Unsure (Please include explanation below)			
15. Have you ever been in a drug or alcohol <u>diversion program</u> in Oregon or another U.S. state? A diversion program is where you are required, usually by the court or another government agency, to complete certain requirements in place of being convicted of a drug or alcohol-related offense. <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (Please include explanation below) <input type="checkbox"/> Unsure (Please include explanation below)			

16. Do you, or any legal entity that you are a part of, currently hold or have previously held a liquor license or a recreational marijuana license in Oregon or another U.S. state? (Note: alcohol service permits and marijuana worker permits are not liquor licenses).

No Yes (Please include explanation below) Unsure (Please include explanation below)

See attached

17. Have you, or any legal entity that you are a part of, ever had an application for a license, permit, or certificate denied or cancelled by the OLCC or any other governmental agency in the U.S.?

No Yes (Please include explanation below) Unsure (Please include explanation below)

18. Are you applying for a Full On-Premises, Limited On-Premises, Off-Premises, or Brewery-Public House license?

No Please skip questions 19 & 20. Go directly to question 21.
 Yes Please answer questions 19, 20, and 21.

19. Do you or will you have any ownership interest in a business that manufactures, wholesales, or distributes alcohol in Oregon or another U.S. state?

No Yes (Please include explanation below) Unsure (Please include explanation below)

20. Does or will an alcohol manufacturer, wholesaler, or distributor in Oregon or another U.S. state have any ownership interest in your business?

No Yes (Please include explanation below) Unsure (Please include explanation below)

21. Do you currently have, or will you have, any ownership interest in any business in Oregon with a Full On-Premises, Limited On-Premises, Off-Premises, or Brewery-Public House license?

No Yes (Please include explanation below) Unsure (Please include explanation below)

See attached

You must sign your own form. Another person, like your attorney or a person with power of attorney, may not sign your form. I affirm that my answers are true and complete. I understand the OLCC will use the above information to check my records, including but not limited to, criminal history. I understand that if my answers are not true and complete, the OLCC may deny my license application.

Name: (LAST) Singh (FIRST) Daljit (MIDDLE)

Signature: *Daljit Singh* Date: 05 / 14 / 2019

Attachment to Items 16 and 21, Individual History Form
 Daljit Singh's liquor-licensed businesses (all licensed for
 Off-Premises Sales only)

Trade Name	Licensee Name	Location
Center Market 3		3186 River Road, Salem-Keizer, OR
Lucky -1 Market	Anmol IV Incorporated	Springfield, OR
Rose Lodge Market	Anmol VI Incorporated	Otis, OR
Salem Market	Anmol II, Inc	Salem, OR
Bay Food Mart	Rajinder Dhote and Daljit Singh	Mountain View, CA



OREGON LIQUOR CONTROL COMMISSION BUSINESS INFORMATION

Please Print or Type

Applicant Name: La Pine Travel Center LLC Phone: 541-536-6006

Trade Name (dba): Gordy's Truck Stop and Restaurant (pending sale closing)

Business Location Address: 17045 Whitney Road

City: La Pine ZIP Code: 97739

DAYS AND HOURS OF OPERATION

Business Hours: open 24/7

Sunday	<u>12am</u>	to	<u>12am</u>
Monday	_____	to	_____
Tuesday	_____	to	_____
Wednesday	_____	to	_____
Thursday	_____	to	_____
Friday	_____	to	_____
Saturday	_____	to	_____

Outdoor Area Hours: n/a

Sunday	_____	to	_____
Monday	_____	to	_____
Tuesday	_____	to	_____
Wednesday	_____	to	_____
Thursday	_____	to	_____
Friday	_____	to	_____
Saturday	_____	to	_____

The outdoor area is used for:

Food service Hours: _____ to _____

Alcohol service Hours: _____ to _____

Enclosed, how _____

The exterior area is adequately viewed and/or supervised by Service Permittees.

_____ (Investigator's Initials)

Seasonal Variations: Yes No If yes, explain: _____

ENTERTAINMENT

Check all that apply:

- Live Music
- Recorded Music
- DJ Music
- Dancing
- Nude Entertainers
- Karaoke
- Coin-operated Games
- Video Lottery Machines
- Social Gaming
- Pool Tables
- Other: _____

DAYS & HOURS OF LIVE OR DJ MUSIC

NONE

Sunday	_____	to	_____
Monday	_____	to	_____
Tuesday	_____	to	_____
Wednesday	_____	to	_____
Thursday	_____	to	_____
Friday	_____	to	_____
Saturday	_____	to	_____

SEATING COUNT

Restaurant: 98 Outdoor: _____

Lounge: _____ Other (explain): _____

Banquet: 60 Total Seating: 158

OLCC USE ONLY	
Investigator Verified Seating: _____(Y) _____(N)	
Investigator Initials: _____	
Date: _____	

I understand if my answers are not true and complete, the OLCC may deny my license application.

Applicant Signature: La Pine Travel Center, LLC Date: 5/24/19

by: Rajinder Dhote **1-800-452-OLCC (6522)**
 Rajinder Dhote, , managing www.oregon.gov/olcc
 member



Tobacco Retail Licensing: Protecting Youth from Tobacco and Nicotine

Tobacco Use in Our Community

The burden of tobacco use is felt in Oregon and in Deschutes County. Nearly one in five adults regularly smoke cigarettes.¹ About nine in ten adults who smoke daily started before age 18,² and nine in ten regret ever starting.² In 2014, \$50.3 million was spent on tobacco-related medical care.² Additionally, the cost in productivity losses due to premature tobacco-related deaths was \$40.3 million.² It is estimated that 68,000 kids who are under the age of 18 and currently living in Oregon will ultimately have a premature death from smoking.³

While the use of cigarettes among 11th graders in Deschutes County has declined to 7% in 2018, the use of e-cigarettes had increased to 29.4%.⁴ In 2016, Deschutes County 11th graders used all tobacco products (e-cigarettes, mods, vape pens, cigarettes, cigarillos, cigars, hookah, snus, snuff, pipe tobacco) more than their peers across Oregon.⁴

Tobacco Marketing Targeting Kids

The Tobacco Industry increased spending on marketing from \$8.37 billion in 2011 to \$9.17 billion in 2012.⁵ Since the 1998 Master Settlement Agreement restricted more traditional venues for advertising, such as bill-boards, TV, radio, and print media, the Tobacco Industry has channeled more resources into its new primary marketing channel – the retail environment.⁶ This is a public health concern because the more advertising that youth see, the more likely they are to use tobacco.⁷ Price discounts, flavored products and kid-friendly packaging are examples of marketing that appeal to kids.⁸

In Deschutes County:

- ◆ Three out of five 8th graders and five out of nine 11th graders, visit convenience stores one or more times a week.⁹
- ◆ Three out of five 8th graders and 11th graders, saw tobacco advertising on a storefront or in a store.⁹
- ◆ Five out of seven stores that sold flavored tobacco also had price promotions such as coupons or other discounts.¹⁰
- ◆ One in three stores that sold flavored tobacco also placed tobacco within 12 inches of candy.¹⁰

Tobacco Retail Licensing



Currently in Deschutes County, retailers do not have to obtain a license to sell tobacco, resulting in various levels of compliance with local, state, and federal law. Deschutes County's non-compliance rate has been as high as 43%.¹¹ In the most recent 2014-2015 Food and Drug Administration (FDA) compliance inspections, nearly one in five stores sold tobacco to a minor.¹² During these inspections youth, under age 18, purchase tobacco products despite showing their identification. An FDA inspector reported all stores in one Deschutes County community failed to check any identification resulting in the sale to a minor. Tobacco retail licensure (TRL) is proven to reduce illegal sales to minors.¹³

Preventing adolescents from gaining access to tobacco requires a comprehensive and properly enforced TRL law. Additional policies that can be included in TRL, such as the restriction of retailer proximity to schools and prohibiting flavored nicotine products in places where youth frequent, can have an even bigger impact on youth initiation and health care expenses for chronic illnesses (e.g. cardiovascular disease, emphysema, cancer, etc.).^{14,15} These policy strategies are identified in the Central Oregon Regional Health Improvement Plan as ways to improve community health.

Implementing TRL locally will:

- ◆ Allow public health to reach tobacco retailers with information about laws and training resources tailored to the local community
- ◆ Provide an opportunity to create a fee structure that is effective and not economically detrimental to small businesses
- ◆ Allow the chosen enforcement agency to conduct frequent compliance inspections, instead of the sporadic state and federal inspections that currently take place
- ◆ Keep the revenue generated from licensing and penalty fees within Deschutes County

References

- ¹ Oregon Health Authority, Public Health Division, Health Promotion and Chronic Disease Prevention. Behavioral Risk Factor Surveillance Survey. 2012-2015.
- ² Portland State University Population Research Center 2014; Oregon Behavioral Risk Factor Surveillance System 2013; CDC Smoking Attributable Morbidity and Mortality Cost calculator 2013.
- ³ Campaign for Tobacco Free Kids. *Toll of Tobacco in Oregon*. 2016.
- ⁴ Oregon Health Authority, Public Health Division, Health Promotion and Chronic Disease Prevention. Oregon Student Wellness Survey. 2018. Available at: <https://oregon.pridesurveys.com/>
- ⁵ Campaign for Tobacco-Free Kids. 2015 March 30. *FTC Reports Tobacco Marketing Increased to \$9.6 Billion in 2012 – Efforts to Fight Tobacco Use Must Also Intensify*. Available at http://www.tobaccofreekids.org/press_releases/post/2015_03_30_ftc.
- ⁶ Wakefield M, et al. Tobacco Industry Marketing at Point of Purchase After the 1998 MSA Billboard Advertising Ban. *Am J Public Health* 2002;92(6):937-40.
- ⁷ U.S. Department of Health & Human Services. Prevention Tobacco Use Among Youth and Young Adults: A Report of the Surgeon General, 2012. Available at: http://www.cdc.gov/tobacco/data_statistics/sgr/2012/index.htm.
- ⁸ U.S. Department of Health and Human Services. *E-Cigarette Use Among Youth and Young Adults. A Report of the Surgeon General*. Atlanta, GA: U.S. Department of Health and Human Services, Centers for Disease Control and Prevention, National Center for Chronic Disease Prevention and Health Promotion, Office on Smoking and Health, 2016.
- ⁹ Oregon Health Authority, Public Health Division, Health Promotion and Chronic Disease Prevention. Oregon Health Teens Survey. 2017. Available at: <http://www.oregon.gov/oha/PH/BirthDeathCertificates/Surveys/OregonHealthyTeens/Pages/index.aspx>
- ¹⁰ Deschutes County Health Services Tobacco Prevention and Education Program. Retail Assessment. 2018.
- ¹¹ Oregon Health Authority. Public Health Division Promotion and Chronic Disease Section 2016; Oregon Annual Synar Reports 2007-2016.
- ¹² Food and Drug Administration. Inspection data: 2014-2015. Available at: https://www.accessdata.fda.gov/scripts/oc/inspections/e_insp_searching.cfm
- ¹³ The Center for Tobacco Policy and Organizing, The American Lung Association. *Tobacco Retailer Licensing is Effective*. August 2012.
- ¹⁴ Center for Public Health Systems Science. Point-of-Sale Strategies: A Tobacco Control Guide. St. Louis, MO: Center for Public Health Systems Science, George Warren Brown School of Social Work at Washington University in St. Louis and the Tobacco Control Legal Consortium, 2014.
- ¹⁵ Center for Public Health Systems Science. Point-of-Sale Report to the Nation: The Tobacco Retail and Policy Landscape. St. Louis, MO: Center for Public Health Systems Science, George Warren Brown School of Social Work at Washington University in St. Louis and the National Cancer Institute, State and Community Tobacco Control Research Initiative, 2014.



To request this document in an alternative format, please contact Penny Pritchard at (541) 322-7481 or pennyp@deschutes.org.



Tobacco Retail Licensure

Tom Kuhn, MEd

Deschutes County Health Services

Karen Ard, MPH

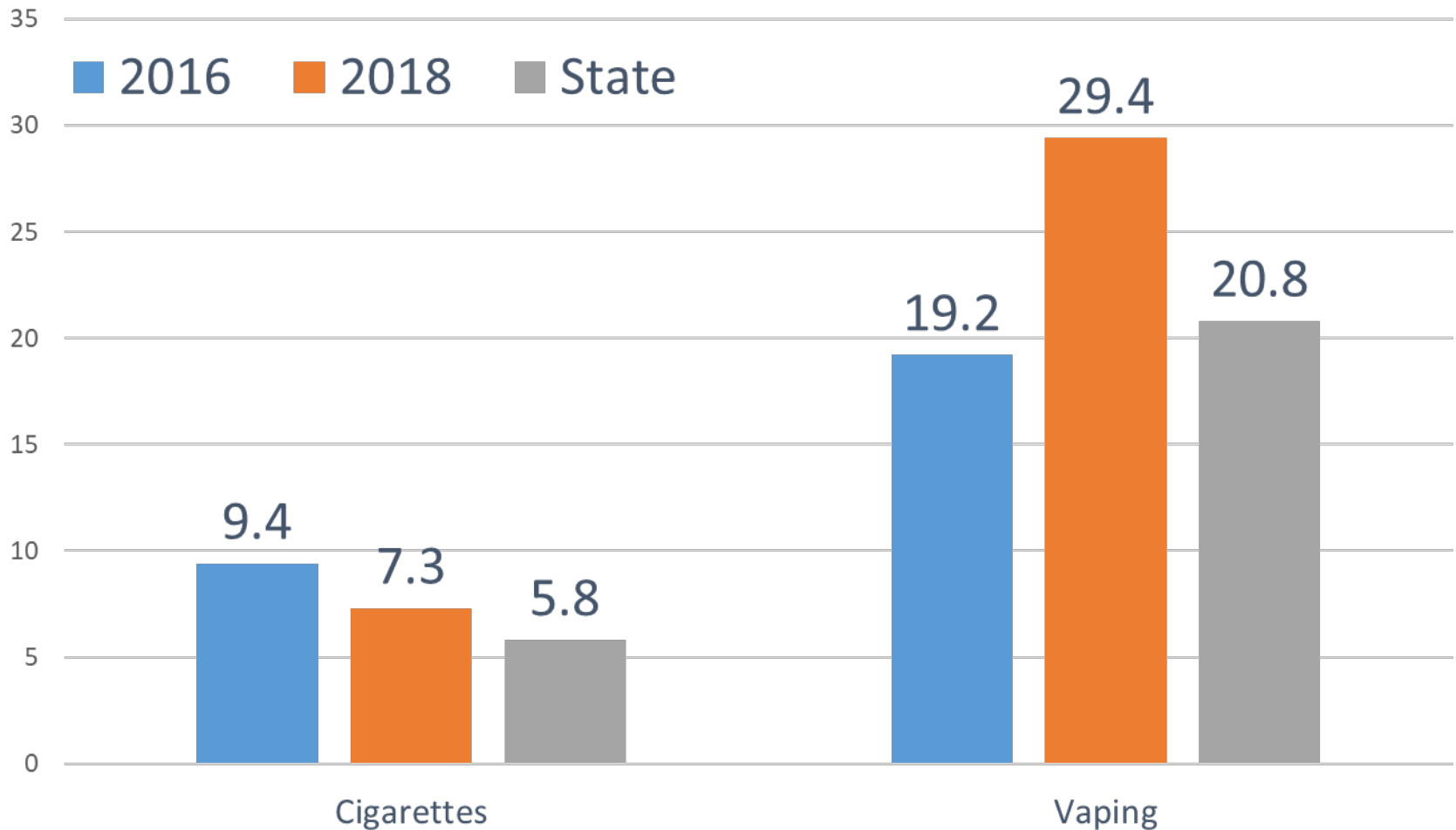
Deschutes County Health Services

Our Purpose Today

- **Provide an update on youth prevalence**
- **Brief review of history/timeline**
- **Discuss importance of Tobacco Retail Licensure**
- **Share data from tobacco retailer interviews**
- **Report findings from Community Readiness Assessments**
- **Discuss next steps**

Tobacco Usage in Deschutes County

11th Graders



Tobacco Retail Licensing (TRL) Timeline

February 2016:
DCHS awarded Strategies for Policy and Environmental Change (SPArC) grant from OHA

September 2016:
TRL workgroup convenes to assist in the fiscal impact analysis for TRL.

July 2017:
Fiscal Impact Analysis Report to the BOCC and ask for guidance on next steps

Spring/Summer 2018:
A contractor is secured to conduct a community readiness

September 2018:
TRL Committee reconvenes to review Readiness Assessment and determine next steps

Spring/Summer 2019:
Follow-up meeting with cities who wish for us to return

2016

2017

2018

2019

June 2016: Rede Group is contracted to conduct a fiscal impact analysis and report

July 2017:
Rede Group completes TRL Fiscal Impact Analysis Report

Fall 2017:
Presentations made to cities in Deschutes and letters of support are requested

August 2018:
TRL Community Readiness Assessment is completed

Summer/Fall 2019:
Meet with Deschutes Commissioners and perform next steps or guidance provided

Basic Components of Effective Tobacco Retail Licensure*

1

Require retailers to obtain a license, renewable annually, to sell tobacco products



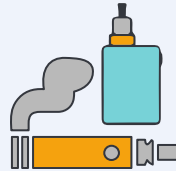
4

Include monetary fines and suspension as penalties for license violations



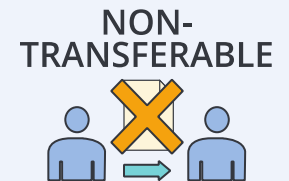
2

Expand the definition of “tobacco product” so the laws restrictions encompass new and emerging tobacco products popular with youth such as dissolvable products and e-cigarettes or vaping devices



5

Ensure that the license is nontransferable (if a licensee changes ownership or its place of business, it must reapply for a license).



3

Set the license fee at an amount sufficient to fund adequate implementation and enforcement of the law



6

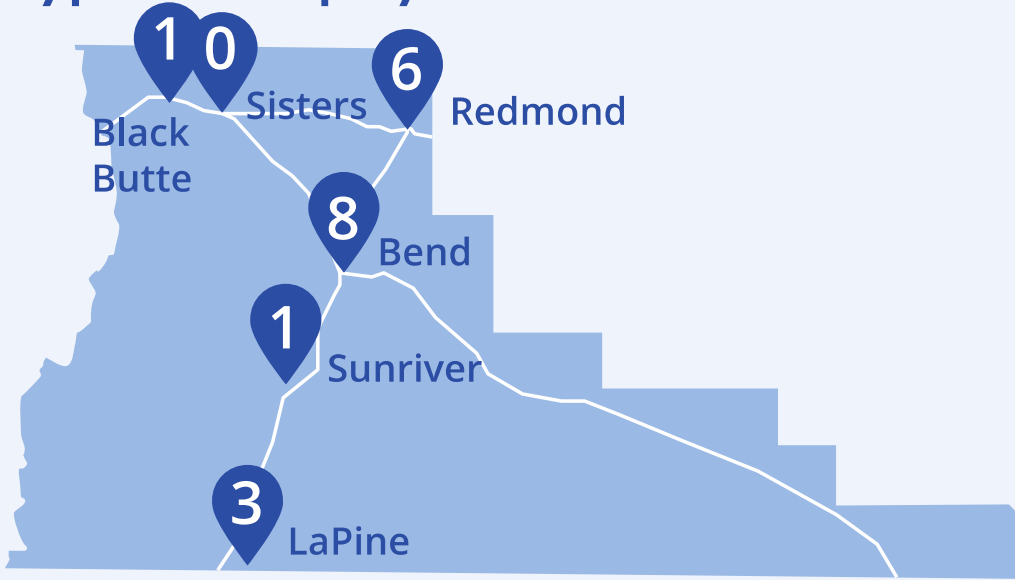
Require licensees to comply with all existing federal, state and local tobacco laws.



Benefits of Tobacco Retail License

- Strong local TRL ordinance lower rates of cigarette and e-cigarette use among youth and young adults.
- Identifies all retailers that sell tobacco products
- Provides equity amongst retailers
- Provides consistent enforcement and education

Retailer Locations, Types of Retail Outlets, and Types of Employees Interviewed



Store Owners x5



Store Managers x14

Gas Station/
Mini Mart (5)

Convenience
Stores (4)

Grocery Store (3)

Mom & Pop
Shop (3)

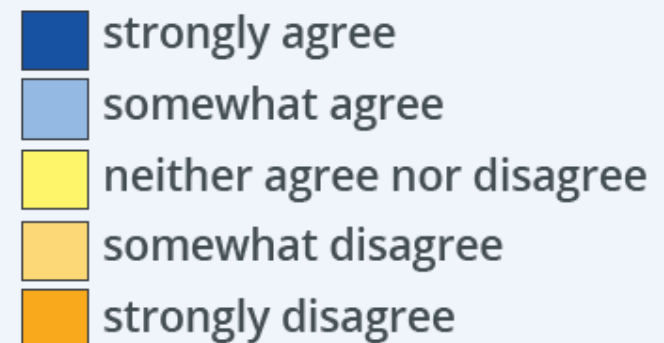
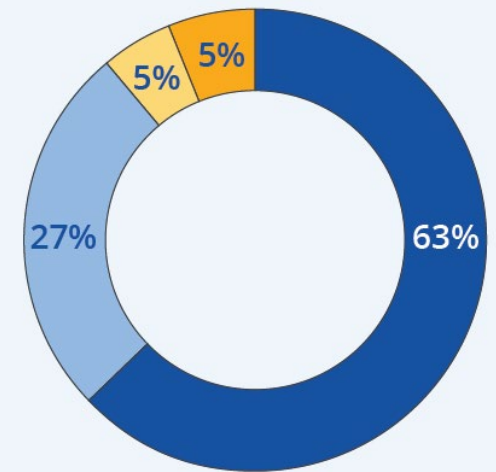
Vape Shop (2)

Other (2)

Key Findings:

- The majority of retailers state they have minors that try to purchase tobacco products
- Approximately half of owners/managers interviewed do very little to train frontline staff
- The majority said TRL would not impact their business

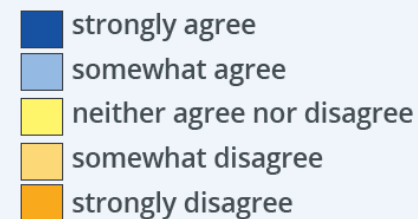
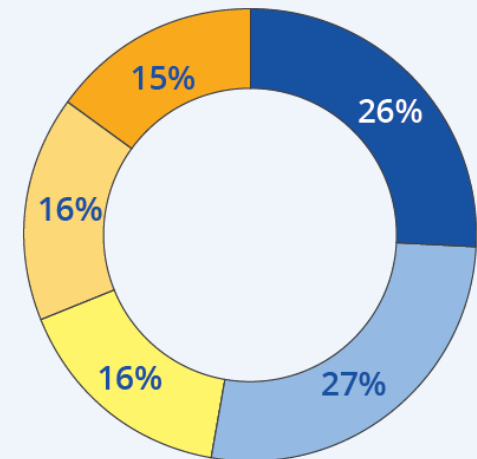
Do employees at your store experience minors attempting to purchase tobacco or electronic nicotine delivery products illegally?



Key findings continued:

- More than half of retailers supported a retail license system that would help prevent youth from starting to use tobacco or vaping products.
- The majority supported TRL and license revocation for businesses who repeatedly sell to minors
- The majority supported eliminating the sale of tobacco within 1000ft. However, retailers located near schools were opposed

If a tobacco retail license system would help prevent youth from starting to use tobacco or vaping products, would you support a licensing program?



Community Readiness Assessment

Potential Tobacco Policies

Policy	Policy Description
1	Require businesses that sell tobacco products to have a license so that they can be held accountable if they violate local, state and federal tobacco laws
2	Fine businesses that are found to sell tobacco to minors
3	Restrict the location of businesses selling within 500 ft. of schools
4	Prohibit the sale of flavored tobacco products across Deschutes County
5	Require a minimum pack size for “non-cigarette products” like cigars and e-cigarettes so that they can’t be sold individually. Similar to how conventional cigarettes are required to be sold.
6	Establish a minimum price law that could, for example, eliminate the use of coupons and buy-one-get-one-free discounts that lower the price of tobacco, which make tobacco more affordable for young people and increase impulse buys.
7	Require businesses that sell tobacco to post the Oregon Tobacco Quit Line
8	Require all employees who sell tobacco to attend a training

Community Readiness Assessment Results

Strong support for:

- For requiring all businesses to have a retail license
- Fining businesses for illegally selling to minors
- Restricting the location of businesses selling within 500ft of schools
- Requiring all businesses that sell tobacco products to post the Oregon Tobacco Quit line resources
- Requiring all staff who sell tobacco products to receive training

Estimation of TRL Implementation & Enforcement Costs

TRL Fee Options At-a-Glance

Option Number	Compliance Inspections	Minor Decoy Inspections	Total FTE Required	Total License Program Cost	Individual License Fee
1	Yes, all stores annually	Yes, all stores twice a year	.6	\$73,895.64	\$568.43
2	Yes, all stores annually	Yes, all stores once a year	.425	\$51,019.49	\$392.46
3	No	Yes, all stores once a year	.325	\$40,323.64	\$310.18
4	No	Yes, 50% of stores, annually	.252	\$29,718.04	\$228.60
5	No	No	.095	\$10,387.36	\$79.90

Table Note: Options 1-5 are listed in descending order of effectiveness relating to reducing sales of tobacco to minors.

QUESTIONS?

Guess which one does **NOT** require a license?



Own a dog



Sell Christmas trees



Sell tobacco



CITY OF LA PINE

STAFF REPORT

DATE SUBMITTED: June 26, 2019
TO: La Pine City Councilors
FROM: Jake Obrist, Public Works Manager
SUBJECT: Glenwood Acres Homeowners Association Water Board

TYPE OF ACTION REQUESTED (Check one):

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

The Glenwood Acres Homeowners Association (GAHA) has approached the City of La Pine to take over all aspects of their GAHA water system. *(Attached is their letter for reference)*

Background information

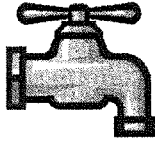
The GAHA water system is a customer of the City of La Pine. They purchase water from the City to supply their water distribution system. This agreement was formed in 2014 due to failing drinking water wells in the GAHA water system. GAHA water system is considered a community water system that requires a Small Water System Operator to ensure State water quality and public safety regulations are met. The GAHA water system is a distribution system comprised of small diameter PVC piping that doesn't meet City standards or specifications.

The City of La Pine has started projects for Water/Wastewater Improvements and Expansion that encompass this area that GAHA resides. The project will include expansion of water distribution and sewer collection into this area. The anticipated timeline for these projects to be underway with construction is 2021. Specifically, water distribution into the GAHA neighborhood will entail new distribution (meeting City standards and specifications) piping under the City's regulatory authority.

Conclusion

In order for the City of La Pine to take over all aspects of the GAHA water system the City would need to formalize a contract with GAHA. Our legal department estimates that initial contract documents could start at \$5,000 for incurred fees. Also, it would be in the best interest of the City to require that all piping associated with the distribution system meet City standards and specifications, this would be a costly endeavor. Taking over the GAHA water system would require significant City staff time and perhaps another (FTE). This time would consist of, license water operator to fulfill State certified operator duties, operations and maintenance of piping system, emergency response, lab testing, backflow testing, and meter reading.

My professional opinion would be to have GAHA water system perform under its current protocol until the City performs our Water/Wastewater Improvement and Expansion projects. These projects will be the best solution for the GAHA water system and will suffice all of the concerns presented. Please let me know if you have any questions and I would be glad to answer accordingly.



Glenwood Acres Homeowners Association
P.O. Box 1915
La Pine, OR 97739

April 23, 2019

Ms Melissa Bethel, Interim City Manager
Mr. Jake Obrist, Public Works Manager
City of La Pine
PO Box 2460
La Pine, OR 97739

Dear Ms Bethel and Mr. Obrist:

We are writing this letter on behalf of Glenwood Acres Homeowners' Association (GAHA), which is currently a City water customer. In the Glenwood Acres neighborhood, a small volunteer Water Board maintains the water distribution system, supplied monthly with City water. On behalf of GAHA, we would like to discuss with you the option of having the City take over all aspects of GAHA's water system as soon as practical, in addition to supplying us with water. Our reasons for this request follow.

Our concern: Our GAHA water distribution system was originally installed, maintained, and replaced in portions over the last 20 years by able-bodied, knowledgeable volunteer Water Board volunteers, and a resident Small Water District Operator (formerly Watermaster). Over the past 10 years, GAHA Water Board volunteers have declined in number from 6 to 3, while efforts to recruit new volunteers have been unsuccessful.

The availability of the remaining 3 volunteers to address potential water delivery issues in a reliable and timely manner is not guaranteed. This uncertainty puts our GAHA water system at risk for timely resolution of potential water distribution issues. In the event of a distribution problem, GAHA would likely be forced to rely on whatever contractors we could procure on short notice, at whatever cost.

Although Glenwood Acres is proposed for inclusion into the new City water distribution system, waiting an additional 1-2 years for project completion may perpetuate operational inadequacies which put the safety and efficiency of the GAHA water distribution system (and its users) at risk.

Our proposed solution: Transfer all aspects of the GAHA water system to the City as soon as practical: this would assure the 28 water users of the Glenwood Acres neighborhood that their water supply would be reliable in its delivery, in addition to being adequate for their needs. All operations tasks currently associated with GAHA's water system are performed with a variety of manpower sources, among them Contractors (C), Water Board volunteers (V), and a Small Water System Operator (O), as shown below:

Tasks	Who does	Frequency	Cost
1. PVC Piping maintenance, repair, from Huntington Rd to end-of-line	C, V, O	Infrequent: Piping has been fully functional since partial new pipe installation in 2014	2018: yearly contract labor, supplies, \$600, Volunteer labor at no cost
2. Water meter maintenance, replacement	V, O	Average 1 meter/year replaced	2018: yearly costs of \$360 for equipment, volunteer labor at no cost
3. Backflow maintenance, winterizing, annual inspection	C, V, O	1-2 backflow devices replaced each year, average	2018: yearly costs \$1,098, volunteer labor at no cost
4. Monthly water meter reading	V	Monthly from April-Oct; "Flat" rate billed Nov-March	Volunteer, no cost
5. Bookkeeping, invoice prep & mail, late payment billings, paperwork related to State water quality regs	C, V	Monthly	2018: yearly costs of \$2400 (average) for Contractor; volunteer labor at no cost
Average Annual Costs			\$4460, based on past years

Additional Background: The demographics of GAHA residents have changed from relatively younger residents to predominantly older residents and from owner-occupied properties to renter-occupied properties. Of the 26 household and 2 commercial water accounts on the GAHA system, 12 of these are residential rental properties.

The three current Water Board volunteers are older resident property owners, and are stretched to fulfill water system maintenance responsibilities. (Renters of GAHA properties are not asked to volunteer for maintenance or administrative tasks). As the number and availability of Water Board volunteers have declined, remaining Water Board volunteers must increasingly rely on contracted services to provide maintenance, repair and accounting assistance.

Glenwood Acres HOA to Ms Bethel and Mr. Obrist

With 28 system users, GAHA is a small, consolidated water district. We estimate that immediate inclusion of the GAHA neighborhood into the City water system would represent a 7% increase to the City's customer base (based on an average of 2 persons per GAHA residence, and a greater La Pine population being currently served at 982, page ES-3, Water System Study Update).

To date, the current monthly user rate of \$59.17 (per 535 cf City water supplied) covers all predictable system expenses, including:

- an insurance fund fee (required by the City) of \$2.65
- a water meter maintenance fund fee of \$1.33
- a backflow prevention device fund fee of \$3.00.

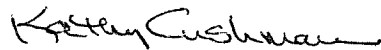
For the 2018 calendar year GAHA's net income was \$16,787; City water was purchased for \$13,700, representing about 82 % of GAHA's yearly budget. (Statements of Financial Income and Expense can be provided).

Thank you for your consideration of our request. We're available to meet with you, or supply any additional information you'd like regarding this request. We can be reached at 541. 536. 5884, or by email at millercush@outlook.com.

Sincerely,



Paul E. Miller
President, Glenwood Acres HOA



Kathy Cushman
Secretary, Glenwood Acres HOA



CITY OF LA PINE

STAFF REPORT

Meeting Date: June 26, 2019
TO: La Pine City Council
FROM: Jake Obrist
SUBJECT: RESOLUTION NO 2019-05: A Resolution Amending the Master Fee Schedule

TYPE OF ACTION REQUESTED (Check one):

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

Councilors:

The City desires to amend the Master Fee Schedule to include updates and revisions to include applicable changes.

Updated Fees:

Hydrant Meter Rental Fee. This fee covers the costs for administration, maintenance, and repair/replacement of the Hydrant Meter program. Previously there has only been a refundable deposit associated with this program and due to the Staff time involved and replacement of meters, this fee has been warranted and is definitely needed.

Meter Fees-Installation. There has been a slight increase in fees to help cover costs associated with inflation. These fees are monitored annually and are subject to change based on market values. These fees cover the costs for new installation of water meters.

Public Record Requests. A resolution to update the Public Records Requests policy and procedures was adopted on 4/24/19. This amended resolution will include those fees associated with this update and integrate them properly to the Master Fee Schedule

Suggested Motion:

I move the City Council approve Resolution 2019-09.

RESOLUTION NO. 2019-05

A RESOLUTION AMENDING THE MASTER FEE SCHEDULE

WHEREAS, the City of La Pine (“City”) previously adopted a master fee schedule for fees, rates, and charges for the different types of services and/or materials provided by City (the “Master Fee Schedule”); and

WHEREAS, by adoption of this Resolution 2019-05 (this “Resolution”), the La Pine City Council desires to amend the Master Fee Schedule to include charges for hydrant meter rental; and

WHEREAS, the fees, rates, and charges established and/or adjusted by this Resolution are intended to recover those costs and expenses incurred by City for maintenance and administration of the hydrant meter program, for repair and replacement of damaged meters beyond normal wear and tear, and to recoup the costs associated with producing documents in response to public records requests.

WHEREAS, by adoption of this Resolution 2019-05 (this “Resolution”), the La Pine City Council desires to amend the Master Fee Schedule to include charges for fees associated with public records requests; and

NOW, THEREFORE, BE IT RESOLVED, by and through the Council meeting in regular session, the following:

1. The above-stated findings contained in this Resolution are hereby adopted.
2. Fee Schedule Amendment. Council hereby adopts the amendments and adjustments to the Master Fee Schedule contained in the attached Exhibit A and Exhibit B (the “Amendments”). Effective _____, the Amendments incorporated into the Master Fee Schedule.
3. Miscellaneous. The provisions of the Master Fee Schedule that are not amended or modified by this Resolution remain unchanged and in full force and effect. All pronouns contained in this Resolution and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word “or” is not exclusive. The words “include,” “includes,” and “including” are not limiting. The provisions of this Resolution are severable. If any section, subsection, sentence, clause and/or portion of this Resolution is for any reason held invalid, unenforceable, and/or unconstitutional, such invalid, unenforceable, and/or unconstitutional section, subsection, sentence, clause, and/or portion will (a) yield to construction permitting enforcement to the maximum extent permitted by applicable law, and (b) not affect the validity enforceability, and/or constitutionality of the remaining portion of this Resolution. The Council determines that the fees imposed by this Resolution are not taxes subject to the property tax limitations of Article XI, section 11 of the Constitution. This Resolution may be corrected by order of the Council to cure editorial and/or clerical errors. This Resolution will be in full force and effect from and after its passage and adoption.

APPROVED, ADOPTED, AND MADE EFFECTIVE by the Council on June 26, 2019.

Daniel Richer, Mayor

ATTEST:

Melissa Bethel, City Manager

DRAFT

EXHIBIT A
AMENDMENTS TO MASTER FEE SCHEDULE

Description	Fee	Unit or Comment
Hydrant Meter Fee	\$100.00	water rate is \$5.00 per 1,000/gallon
Costs of repair, maintenance and replacement	Actual cost incurred	
Meter Install Fee		
Installation – ¾" meter or smaller	300.00	
Installation – 1" meter or smaller	375.00	
Installation – 1 ½" meter or smaller	575.00	
Installation – 2" meter or smaller	1625.00	
Installation – 3" meter or smaller	2,000.00	
Installation – larger than 3"	Cost +15%	

DRAFT

EXHIBIT B
AMENDMENTS TO MASTER FEE SCHEDULE

Fee Schedule for Public Records Requests

1. Copies of Public Records; Certified Copies. \$0.25 cents per page for standard, letter size copies. Additional charge of \$3.75 for certified copies.
2. Copies of Sound Recordings. \$10.00 per copy.
3. Copies of Maps and Other Non-Standard Documents. The actual cost to City for copying maps or other non-standard size documents will be charged to the Requester.
4. Records on Compact Disk. \$10.00 per disk and may contain as much information as the disk will hold.
5. Records Transmitted via Facsimile. \$2.00 for the first page and \$0.50 cents for each additional page, limited to a 25-page maximum, not including the cover page.
Records Transmitted via Electronic Mail. \$2.00 per electronic mail, plus \$0.25 cents per page, limited to 10 MB in size per electronic mail.
6. Labor Costs. Hourly rate (or its equivalent) of the personnel responsible for processing the information or public records request. Refer to Resolution 2019-10 for additional detail.
7. Delivery and Postage. Actual cost for delivery of the public records, including postage or courier fees.
8. Attorney Fees. The Requester will pay the actual attorney fees charged to City for the cost of time spent by the city attorney reviewing the public records, redacting material from the public records, and/or segregating the public records into exempt and nonexempt records. Refer to Resolution 2019-10 for additional detail.
9. Additional Charges. If a request is of such magnitude and nature that compliance will disrupt City's normal operation, City may impose such additional charges as are reasonably necessary to reimburse City for its actual costs of producing the requested public records.

RESOLUTION NO. 2019-12

A RESOLUTION AUTHORIZING THE OREGON DEPARTMENT OF REVENUE TO ADMINISTER AND COLLECT THE THREE PERCENT MARIJUANA RETAILER TAX IMPOSED UNDER CITY OF LA PINE ORDINANCE NO. 2016-02.

WHEREAS, on April 13, 2016, City of La Pine adopted Ordinance No. 2016-02 (the "Ordinance") to impose a three percent (3%) tax on the sale of marijuana items by a marijuana retailer (the "Marijuana Tax"); and

WHEREAS, the La Pine City Council (the "Council") referred the Marijuana Tax to the voters at the general election held on November 8, 2016, which Marijuana Tax the voters approved by a vote of 71.22% to 28.78%; and

WHEREAS, pursuant to the Ordinance, the city manager (or his or her designee) is designated as the "tax administrator" and, as such, is responsible for administration of the Marijuana Tax; and

WHEREAS, pursuant to ORS 305.620, the Oregon Department of Revenue ("Department") is authorized to enter into an agreement for the collection, enforcement, administration, and distribution of local taxes; and

WHEREAS, the city manager desires to (a) designate Department as the "tax administrator" under the Ordinance, and (b) enter into an agreement with Department for the collection, enforcement, administration, and distribution of the Marijuana Tax; and

WHEREAS, the Council desires to approve the city manager's designation and authorize the city manager or mayor to enter into a certain marijuana tax collection agreement with Department for and on behalf of City.

NOW, THEREFORE, the City of La Pine resolves as follows:

1. Findings. The above-stated findings contained in this Resolution No. 2019-12 (this "Resolution") are hereby adopted.
2. Tax Administrator – Delegation. Council approves the city manager's designation of Department as the "tax administrator" under the Ordinance for purposes of the MTC Agreement (as defined below). All powers and duties provided or assigned to the "tax administrator" under the Ordinance may be exercised or performed by Department for purposes of the MTC Agreement.
3. Marijuana Tax Collection Agreement. For and on behalf of City, the mayor or city manager is authorized to execute and deliver that certain Marijuana Tax Collection Agreement between City and Department substantially in the form attached hereto as Exhibit A (the "MTC Agreement"), pursuant to which Department will (a) collect, enforce, administer, and distribute the Marijuana Tax, and (b) be authorized to act on behalf of City and take such further action as is necessary to administer the Marijuana Tax. If a conflict between the provisions of the Ordinance and MTC Agreement occurs, the provisions of the MTC Agreement will govern; provided, however, City may exercise any rights and/or remedies permitted under the Ordinance to enforce the Ordinance and/or collect any unpaid taxes, penalties, and/or interest which Department is unwilling and/or unpermitted to exercise.

4. Severability; Effective Date. The provisions of this Resolution are severable. If any section, subsection, sentence, clause, and/or portion of this resolution is for any reason held invalid, unenforceable, and/or unconstitutional, such invalid, unenforceable, and/or unconstitutional section, subsection, sentence, clause, and/or portion will (a) yield to a construction permitting enforcement to the maximum extent permitted by applicable law, and (b) not affect the validity, enforceability, and/or constitutionality of the remaining portion of this resolution. This Resolution will be in full force and effect from and after its approval and adoption.

APPROVED and ADOPTED by the Council and signed by the mayor this 25th day of June 2019.

Daniel Richer, Mayor

ATTEST:

Melissa Bethel, City Manager

ORDINANCE NO. 2019-04

AN ORDINANCE OF CITY OF LA PINE AMENDING ORDINANCE NO. 2016-02, AN ORDINANCE IMPOSING A THREE PERCENT TAX ON THE SALE OF MARIJUANA ITEMS BY A MARIJUANA RETAILER, TO MODIFY THE PENALTIES AND INTEREST PAYABLE UNDER ORDINANCE NO. 2016-02 AND OTHERWISE ACCOMMODATE THE OREGON DEPARTMENT OF REVENUE'S ADMINISTRATION AND COLLECTION OF THE TAX IMPOSED UNDER ORDINANCE NO. 2016-02.

WHEREAS, City of La Pine ("City") has all powers that the constitutions, statutes, and common law of the United States and Oregon expressly or impliedly grant or allow City; and

WHEREAS, on April 13, 2016, City adopted Ordinance No. 2016-02 (the "Tax Ordinance") to impose a three percent (3%) tax on the sale of marijuana items by a marijuana retailer in City (the "Marijuana Tax"); and

WHEREAS, the La Pine City Council (the "Council") referred the Marijuana Tax to the voters at the general election held on November 8, 2016, at which the voters approved the Marijuana Tax; and

WHEREAS, pursuant to ORS 305.620, the Oregon Department of Revenue ("Department") is authorized to enter into an agreement with City for the collection, enforcement, administration, and distribution of local taxes, including, without limitation, the Marijuana Tax; and

WHEREAS, the Council adopted Resolution No. 2019-12 pursuant to which the Council (a) approved the city manager's designation of Department as the tax administrator under the Tax Ordinance, and (b) authorized the city manager to execute and deliver that certain Marijuana Tax Collection Agreement between City and Department for the collection and administration of the Marijuana Tax; and

WHEREAS, the Council desires to modify the penalties and interest payable under the Tax Ordinance to accommodate Department's collection and administration of the Marijuana Tax.

NOW, THEREFORE, the City of La Pine ordains as follows:

1. Findings. The above-stated findings are hereby adopted.
2. Purpose. The purpose of this Ordinance No. 2019-04 (this "Ordinance") is to modify the penalties and interest payable under the Tax Ordinance to accommodate Department's collection and administration of the Marijuana Tax; provided, however, the modified penalties and interest provided under this Ordinance will apply only if and so long as Department is designated as City's tax administrator under the Tax Ordinance and a marijuana tax collection agreement between City and Department is then effective.
3. Amendment No. 1. The following defined term is added to Section 3 of the Tax Ordinance:

""Department" means the Oregon Department of Revenue."

4. Amendment No. 2. A new Section 7.5 is added to the Tax Ordinance to read in its entirety as follows:

“7.5 Interest and Penalties Under Agreement with Oregon Department of Revenue. Notwithstanding anything contained in this Ordinance to the contrary, if and so long as the department is designated as the tax administrator pursuant to this Ordinance and is authorized to collect, enforce, administer, and distribute the tax levied under this Ordinance pursuant to a written agreement between city and department, penalties and interest payable under this Ordinance will be as provided in this Section 7.5. Any seller who fails to timely remit any tax imposed under this Ordinance will pay interest (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 department was originally required to be filed by the seller to the time of payment. Any seller who fails to file a return with department and/or pay the tax imposed under this Ordinance within the time required will pay a penalty in the same manner and amount provided under ORS 314.400. Every penalty imposed, and any interest that accrues, becomes a part of the financial obligation required to be paid by the seller and remitted to the department. If at any time a seller fails to remit any amount owed in taxes, interest, and/or penalties, department is authorized to enforce collection on behalf of city of the owed amount in accordance with ORS 475B.700 to 475B.760, any agreement between department and city under ORS 305.620, this Ordinance, and/or any applicable administrative rules adopted by the department.”

5. Miscellaneous. This Ordinance is hereby made part of the Tax Ordinance. The provisions of the Tax Ordinance that are not amended or modified by this Ordinance remain unchanged and in full force and effect. All pronouns contained in this Ordinance and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word “or” is not exclusive. The words “include,” “includes,” and “including” are not limiting. Any reference to a particular law, statute, rule, regulation, code, or ordinance includes the law, statute, rule, regulation, code, or ordinance as now in force and hereafter amended. The provisions of this Ordinance are hereby declared severable. If any section, subsection, sentence, clause, and/or portion of this Ordinance is for any reason held invalid, unenforceable, and/or unconstitutional, such invalid, unenforceable, and/or unconstitutional section, subsection, sentence, clause, and/or portion will (a) yield to a construction permitting enforcement to the maximum extent permitted by applicable law, and (b) not affect the validity, enforceability, and/or constitutionality of the remaining portion of this Ordinance. This Ordinance may be corrected by order of the Council to cure editorial and/or clerical errors. Nothing in this Ordinance affects the validity of any criminal or civil enforcement actions commenced prior to the adoption of this Ordinance; all City ordinances existing at the time that such actions were filed remain valid and in full force and effect for purposes of those actions. Without otherwise limiting the generality of the preceding, City may continue the enforcement, prosecution, conviction, and/or punishment of any person who has or will violate the Tax Ordinance prior to the effective date of this Ordinance. This Ordinance does not relieve any person of any obligations that may have accrued under the Tax Ordinance prior to the effective date of this Ordinance.

[the remainder of this ordinance intentionally left blank]

This Ordinance was PASSED and ADOPTED by the La Pine City Council by a vote of ____ for and ____ against and APPROVED by the Mayor on this 26th day of June 2019.

Daniel Richer, Mayor

ATTEST:

Melissa Bethel, City Manager

MARIJUANA TAX COLLECTION AGREEMENT

This Marijuana Tax Collection Agreement (“Agreement”) is entered into between the State of Oregon, acting by and through its Department of Revenue (the “Department”) and the City of La Pine (“City”), under the authority of ORS 305.620.

In consideration of the conditions and promises hereinafter contained, it is mutually agreed by the parties that the Department shall supervise and administer, according to the terms and conditions set forth in this Agreement, the Local Tax on sales of marijuana items by Marijuana Retailers authorized under ORS 475B.345 (renumbered ORS 475B.491) and approved by the voters of City.

(1) Definitions. As used in this Agreement the following terms have the meanings ascribed to them:

(a) “Confidential Information” means the information on Local Tax returns administered pursuant to ORS 305.620, any information in the reports required under Sections 8 and 9 of this Agreement from which information about a particular Local Taxpayer is discernable from the report due to a small number of Local Taxpayers in City or similar factors, and any other information exchanged between the Department and City related to this Agreement, that is confidential under ORS 314.835.

(b) “Fees” means collectively the Administrative Services Fee, the Business Fee and the Core Systems Replacement Fee described in Section 5 of this Agreement.

(c) “Local Government” means a city or county that has entered into a form of this agreement with the Department under the authority of ORS 305.620 for the Department to collect Local Taxes authorized under ORS 475B.345 (renumbered ORS 475B.491).

(d) “Local Tax” or “Local Taxes” means the Marijuana Tax imposed by City, together with any additional interest or penalties provided for by statute or the Department’s rules; it does not include any additional penalties or fees that City may assess against its Local Taxpayers.

(e) “Local Taxpayer” means a licensed Marijuana Retailer located in the taxing jurisdiction of City.

(f) “Marijuana Retailer” has the meaning given in ORS 475B.015.

(g) “Marijuana Tax” means the tax imposed on sales of marijuana items by Marijuana Retailers pursuant to ORS 475B.345 (renumbered ORS 475B.491).

(h) “Marijuana Taxpayer” means a licensed Marijuana Retailer that is subject to the Marijuana Tax imposed by a Local Government.

(i) “Ordinance” means City of La Pine Ordinance No. 2016-02 adopted by the governing body of City and approved by the voters of City on 11/8/2016, a copy of which is attached hereto as Exhibit B and by this reference incorporated herein.

(2) General Administration. The Department shall be responsible for all aspects of Local Tax administration, including, but not limited to, adopting administrative rules; auditing returns; assessing deficiencies and collecting the Local Tax and penalties and interest under applicable statutes, including but not limited to ORS 305.265, ORS 305.220, and ORS 314.400; making refunds; holding conferences with Local Taxpayers; handling appeals to the Oregon Tax Court; issuing warrants for the collection of unpaid taxes; determining the minimum amount of Local Tax economically collectible; and taking any other action necessary to administer and collect the Local Taxes. The Department has adopted rules addressing the requirements for paying taxes with currency and other matters related to the taxation of marijuana under ORS chapter 475B. City understands and agrees that such rules will be applied to Local Taxpayers.

(3) Level of Service. In performing its duties, the Department may in its sole discretion determine what action shall be taken to enforce provisions of the law and to collect the Local Tax. In exercising its discretion, the Department shall provide a level of services that are comparable to the level of services it provides in the administration of the State of Oregon marijuana tax laws and the collection of such taxes owed to the State of Oregon. If the Department deems it necessary to vary substantially from this standard, the Department shall first notify City of the need and obtain City's consent. The Department shall provide all forms necessary for implementation of the Local Tax, including forms for Marijuana Tax returns, exemptions and refunds.

(4) Transfer of Taxes to City. Beginning at the end of the first full quarter after execution of this Agreement, the Department shall remit to City the amount of Local Taxes collected in the preceding quarter less amounts withheld to pay the Department's Fees and other costs as described in this Agreement within 60 days of the return due date for the quarter. The Department shall notify City if, because of inability to move funds electronically or otherwise through the banking system, a force majeure event described in Section 26 of this Agreement or other exigent circumstance, the Department is unable to transfer the Local Tax collected to City as provided in this Section. In that event, the Department shall provide an estimate, if possible, of when it expects to be able to transfer the Local Taxes collected to City. The Department may enter into an agreement with another state government agency to fulfill the requirements of this Section 4, provided that said government agency can comply with the requirements of this section.

(5) Costs. In order to recover its costs to collect and transfer the Local Tax as provided in this Agreement the Department shall be paid the following three fees:

(a) "Administrative Services Fee": Pays for the establishment and maintenance of financial systems needed to administer and distribute Local Taxes. The fee shall be calculated annually as a percentage of the equivalent of 60 hours of work conducted for the Department of Revenue by the Department of Administrative Services, divided among the Local Governments in proportion to the number of Marijuana Taxpayers in each Local Government.

(b) "Business Fee": Pays for the Local Tax administration activities set forth in this Agreement. The fee shall be calculated as a percentage of the Department's Business Division

annual expenses for the administration of all marijuana taxes, with the total fee increasing in direct proportion to the number of Local Taxpayers. The total amount per Local Taxpayer billed to City under the Business Fee shall not exceed 0.05 percent of the Department's Business Division expenses for the administration of all marijuana taxes;

(c) "Core Systems Replacement fee": Charged only one time after execution of this Agreement and calculated as a flat fee per Local Taxpayer. The total Core Systems Replacement Fee shall not exceed two hundred dollars (\$200.00) per Local Taxpayer in the first full quarter following execution of this Agreement.

FOR EXAMPLE, in a hypothetical with the following assumptions:

250 Marijuana Taxpayers

50 Local Taxpayers in the City of Mainville

2 Local Taxpayers in the City of Middletown

Business Division's Marijuana Expenses: \$500,000 per year

Hourly DAS rate: \$99/hour

The fees would be calculated as follows:

Administrative Services Fee = $(\$99/\text{hour} * 60 \text{ hours}) / 250 \text{ Marijuana Taxpayer} = \$23.76 \text{ per Local Taxpayer per year}$

Business Fee = $\$500,000 \text{ in marijuana expenses per year} * 0.05\% = \$250 \text{ per Local Taxpayer per year}$

Core Systems Replacement Fee = \$200 per Local Taxpayer, one time

City of Mainville, year 1: $(\$23.76 \text{ Administrative Services Fee} + \$250 \text{ Business Fee} + \$200 \text{ Core Systems Replacement Fee}) * 50 \text{ Local Taxpayers} = \$23,688 \text{ in costs}$

City of Mainville, subsequent years: $(\$23.76 \text{ Administrative Services Fee} + \$250 \text{ Business Fee}) * 50 \text{ Local Taxpayers} = \$13,688 \text{ in costs}$

City of Middletown, year 1: $(\$23.76 \text{ Administrative Services Fee} + \$250 \text{ Business Fee} + \$200 \text{ Core Systems Replacement Fee}) * 2 \text{ Local Taxpayers} = \947.52 in costs

City of Middletown, subsequent years: $(\$23.76 \text{ Administrative Services Fee} + \$250 \text{ Business Fee}) * 2 \text{ Local Taxpayers} = \547.52 in costs

(e) In addition to the Fees described above, the Department may withhold or invoice City for the Department's costs to administer extraordinary services not described in this Agreement related to the Local Tax; such extraordinary costs may include, without limitation, requests for audits from City that exceed the scope of the Department's normal audit procedures, requests for

research or advice from the Department or the Oregon Department of Justice attorneys, or specially appointed counsel, regarding the Local Tax.

(f) If the Department determines that its costs cannot be covered by the maximum fees outlined in this Section 5, the Department will notify City of the amount by which the Department has determined the Fees must increase. If the Department and City do not agree upon a Fee increase and related amendment to this Agreement, then this Agreement may be terminated by either party in accordance with Section 16 of this Agreement.

(g) The Department shall not collect more in fees than its costs to administer the Local Tax, per ORS 305.620(5). It is using the above formula in the interests of producing its best estimate of costs.

(6) Withholding for Fees and Rebate. The Department shall withhold from the Local Taxes collected and each transfer to City an amount equal to four percent (4%) of the Local Taxes collected. In the first quarter of each calendar year the Department will reconcile the amounts withheld in the previous year with the total fees assessed, and provide such reconciliation in the Department's annual report described in Section 9 of this Agreement. If the amount withheld in a calendar year exceeds the amount of the Department's Fees, the Department will rebate the balance of the Local Taxes withheld to City by the end of the first quarter following the year of withholding. If the amount withheld does not cover the Department's Fees for the preceding year, the amount of the shortfall will be withheld from subsequent transfers of Local Taxes collected until the Department's Fees are fully paid, or in its discretion the Department may invoice City for the unpaid amount of the Department's Fees.

(7) Recovery of Overpayments. If the amount of Local Taxes paid to City under this Agreement, exceed the amount to which City is entitled, the Department may, after notifying City in writing, withhold from later payments due City under this Agreement, such amounts, over such periods of time, as are necessary to recover the amount of the overpayment.

(8) Department Quarterly Reports. Beginning with the first full calendar quarter after the execution of this Agreement and continuing each calendar quarter thereafter, within sixty (60) days after the due date for quarterly Local Tax returns, the Department shall provide City with a report indicating the amount of Local Taxes collected, any extraordinary costs assessed, the amount withheld under Section 6 of this Agreement and the cumulative amount of delinquent Local Taxes for each Marijuana Retailer in City's jurisdiction. The information in this report must be treated as potentially revealing Confidential Information, and shall be protected as described in Section 15. City should make all efforts to prevent Confidential Information from being released. The Department and City shall disclose any non-confidential information in a report when required to do so by law, including the Oregon Public Records Law, ORS 192.311 to 192.431.

(9) Department Annual Reports. In the first calendar quarter of each year, the Department shall make a written annual report of the preceding calendar year to City showing the total amount of Local Taxes collected, refunds paid, the expenses of administering and collecting the Local Tax, and other pertinent information. The report shall show the total amount

withheld by the Department under Section 6 of this Agreement, and shall show the Department's expenses by its Fee categories. In such report, the Department shall also make recommendations concerning changes in Local Tax Ordinances, procedures, policies, Local Tax administration and related matters, as the Department deems necessary and appropriate. The information in this report must be treated as potentially Confidential Information, and shall be protected as described in Section 15. City should make all efforts to prevent Confidential Information from being released. The Department and City shall disclose any non-confidential information in the report when required to do so by law, including the Oregon Public Records Law, ORS 192.311 to 192.431.

(10) City Reports. Within sixty (60) days of the effective date of this Agreement, City shall provide the Department with a list of Local Taxpayers in its jurisdiction and a list of zip code areas that are within its jurisdiction for purposes of imposing the Local Tax. City shall provide an updated list of Local Taxpayers to the Department each calendar quarter thereafter. City shall review all reports and reconciliations provided by the Department and promptly notify the Department of any perceived errors or omission in such reports.

(11) Records Maintenance and Access. Each party shall maintain its records relevant to this Agreement, the Local Taxes and Local Taxpayers for the period of time specified and in the manner required under the document retention and archiving requirements applicable to it that are established under ORS 192.005 to 192.170. Upon written request, each party may examine the records of the other party at a time and location that is convenient and without extra cost to the holder to the records; provided, however, any requests for records made in connection with litigation or other efforts to collect the Local Tax shall be immediately provided in the time and manner requested.

(12) Ordinance and Notification of Changes. Contemporaneous with the execution of this Agreement, City shall provide a copy of the Ordinance to Department for incorporation into this Agreement as Exhibit B. In order to insure consistency in administration of the Local Tax, each party shall notify the other of any change in the Ordinance and any state or local regulations or rulings interpreting the Local Tax or the Ordinance, any changes in rates or changes in the City's boundary at least ninety (90) days prior to the effective change, unless it is not legally possible to provide ninety (90) days' notice or both parties mutually agree to effect such changes in less than ninety (90) days. Each party shall notify the other of any change in administration of the Local Tax under this Agreement. The parties shall cooperate in amending the Ordinance or in seeking amendments to ORS 475B.345 (renumbered ORS 475B.491) or ORS 305.620 which they deem necessary.

(13) Information. The parties will cooperate in the exchange of information and making public announcements to facilitate effective administration of the Local Tax and maintain consistency in public announcements and information. Policy announcements, announcement of changes in the Ordinance, and all correspondence relating to public relations will be handled by City. The Department shall promptly notify City of any matter arising in the administration of the Marijuana Tax that would require any legislative change or affect City's policy, including any policy that relates to the amount of Local Tax collected. Nothing in this section shall

prohibit the Department from conducting its own outreach activities to increase awareness and knowledge of local tax obligations.

(14) Limits and Conditions. To the extent limited by applicable provisions of Article XI of the Oregon Constitution or other governing law, and within the limits of the Oregon Tort Claims Act applicable respectively to the Department and City, each party shall indemnify the other for damage to life or property arising from their respective duties and obligations under this Agreement, provided neither party shall be required to indemnify the other for any such liability arising out of a party's own negligent or wrongful acts.

(15) Confidentiality.

(a) Confidential Information may be disclosed only to City as principal, by the Department as its agency, for purposes of carrying out the administration of the Local Tax imposed by City. Requests for Confidential Information shall be made by City by giving not less than ten (10) days' notice to the Department, stating the information desired, the purposes of the request, and the use to be made of such information. If the compilation of information is not feasible, the Department shall so advise City.

(b) ORS 314.840(3) requires that employees and representatives of City who receive Confidential Information must be advised in writing of the provisions of ORS 314.835 and 314.991(3), relating to the penalties for unlawful disclosure. Prior to being given access to Confidential Information, all City employees involved in the performance of this Agreement must review the DOR Secrecy Clause and sign the DOR Secrecy Laws Certificate (substantially in the form of Exhibit A, attached hereto and by this reference incorporated herein) certifying the employee understands the confidentiality laws and the penalties for violating them. Annually thereafter, (on or before a date specified by the Department), or upon request by the Department, such City employees must review and sign the latest versions of the Secrecy Clause and the Secrecy Laws Certificate. All signed Secrecy Laws Certificates must be immediately emailed to both the designated Department Authorized Representative (indicated below) and the Department's Disclosure Office (disclosure.office@oregon.gov). When the employee terminates employment with City, City will forward the certificate to the Department's Disclosure Officer indicating the employee is no longer employed by City. A listing of every person authorized to request and receive Confidential Information identified in this Agreement will be sent to the following designated representative:

John Galvin, Marijuana Tax Program Manager, marijuanatax.DOR@oregon.gov

(c) Upon request and pursuant to the instructions of DOR, City shall return or destroy all copies of Confidential Information provided by DOR to City, and City shall certify in writing the return or destruction of all such Confidential Information.

(d) The administrative rules implementing ORS 314.835 and ORS 314.840 as amended from time to time during the term of this Agreement, shall apply to this Agreement.

(16) Term. The term of this Agreement shall be from the date it is executed by all parties and until it is terminated by operation of law or by either party at its discretion upon at

least ninety (90) days prior written notice. Prior to the termination date specified in written notice provided under this section or Section 17 below, City and the Department will continue to perform their respective duties and obligations of under this Agreement. After the termination date, the Department will cease all collection and other activities under this Agreement, unless prior to the termination date the Department and City agree in writing that the Department may continue actions that are pending before the Oregon Tax Court or the Oregon Supreme Court, or are being collected after judgment or stipulation. In addition, after the termination date the Department will continue to remit to City any Local Taxes received by the Department, after deduction of the Department's actual costs, until all matters pending on the date of termination have been resolved or collected. The Department will administer the Local Tax for City for each calendar quarter commencing after this Agreement is executed; provided, however, if this Agreement is fully executed on or before the 15th day of the calendar quarter, the Department will administer the Local Tax for the quarter in which this Agreement is executed.

(17) Default and Remedies. A party shall be in default under this Agreement if it fails to perform any of its duties and obligations under this Agreement, and fails to cure such nonperformance within ninety (90) days after the other party provides written notice specifying the nature of the nonperformance. If the nonperforming party does not cure its nonperformance, or provide a satisfactory explanation to the other party of its performance under this Agreement, the other party may terminate this Agreement immediately or at a later date specified in written notice provided to the nonperforming party. In addition to termination of this Agreement, in the event of default by a nonperforming party, the other party may pursue any remedies available in law or equity, including an action for specific performance.

(18) Notices. All notices, documents, and information shall be sent as follows:

City of La Pine

Oregon Department of Revenue
Marijuana Tax Program
PO Box 14630
Salem, OR 97309

(19) Amendments. The provisions of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties.

(20) Successors and Assigns. This Agreement shall be binding and inure to the benefit of the parties, their assigns, and successors.

(21) Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

(22) Representations. Each party represents to the other that the making and performance of this Agreement: (a) have been duly authorized by its governing body or official, (b) does not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board or other administrative agency or any provision of any

applicable local charter or other organizational document, and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which the party is bound.

(23) Governing Law, Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively “Claim”) between the Department and City regarding the enforcement or interpretation of this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon. The parties understand and agree that any action brought to determine the amount of Local Tax owed by a Local Taxpayer, whether brought solely by the Department or in conjunction with City shall be brought solely in the Oregon Tax Court.

(24) Nonappropriation. The obligation of each party to perform its duties under this Agreement is conditioned upon the party receiving funding, appropriations, limitation, allotment, or other expenditure authority sufficient to allow the party, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement. Nothing in this Agreement may be construed as permitting any violation of Article XI, sections 7 or 10 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of each party.

(25) Survival. All rights and obligations of the parties under this Agreement will cease upon termination of the Agreement, other than the rights and obligations arising under Sections 14, 16 and 17, and those rights and obligations that by their express terms survive termination of this Agreement; provided, however, that termination of this Agreement will not prejudice any rights or obligations accruing to a party prior to termination.

(26) Force Majeure. Neither party is responsible for any failure to perform or any delay in performance of an obligation under this Agreement caused by fire, civil unrest, labor unrest, natural causes, or war, which is beyond that party’s reasonable control. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of failure to perform or delay in performance and shall, upon the cessation of the cause, diligently pursue performance of its obligation under this Agreement.

(27) Counterparts. This Agreement may be executed in counterparts, all of which when taken together shall constitute one agreement, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed constitutes an original.

(28) Merger. This Agreement and any exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements or presentations, oral or written, not specified herein regarding this Agreement.

Each party represents that this Agreement, when fully executed and delivered will constitute a legal, valid and binding obligation of the party in accordance with its terms, and that the person signing below is the authorized representative of the party with full power and authority to bind his/her principal to this Agreement.

Oregon Department of Revenue

Name/Title:

Signature:

Date signed:

City:

Name/Title:

Signature:

Date signed:

EXHIBIT A

DOR

SECURITY CLAUSE

and

SECURITY LAWS CERTIFICATE

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SECRECY CLAUSE

Taxpayer information is confidential and protected by Oregon law. Only authorized persons may have access to taxpayer information, or to secure buildings where taxpayer information is handled. Oregon law requires that you sign a Secrecy Certificate before being allowed access to this confidential information or secure areas. By signing the certificate, you certify that you understand the confidentiality laws and the penalties for violating them.

This applies to everyone with access to taxpayer information, including:

- Department of Revenue employees
- Employees of other government agencies
- Vendors and contractors
- Business partners

Penalties for unauthorized disclosure of state tax information

- **Income tax***—Class C felony; up to \$125,000 fine; up to five years imprisonment; dismissal from state employment; no public office for five years. [ORS 314.991(2)]
- **Inheritance tax**—Class C felony; up to \$125,000 fine; up to five years imprisonment; dismissal from state employment; no public office for five years. [ORS 118.990(3)]
- **Industrial property tax**—Up to \$10,000 fine; up to one year imprisonment. [ORS 308.990(5)]
- **Timber tax**—Up to \$5,000 fine; dismissal from state employment. (ORS 321.686)
- **Employment Department**—May result in dismissal from state employment, or other discipline. [ORS 657.665(6)]

* *These provisions also apply to transient lodging tax (ORS 320.330), cigarette tax (ORS 323.403), tobacco products tax (ORS 323.595), emergency communications tax (ORS 403.230), oil and gas production tax (ORS 324.170), hazardous substances tax (ORS 453.410), and petroleum products tax (ORS 465.124).*

Penalties for unauthorized disclosure of federal tax information

- **IRC Sect. 7213**—Felony; up to \$5,000 fine; imprisonment of up to five years; cost of prosecution, damages**.
- **IRC Sect. 7213A**—Up to \$1,000 fine; imprisonment of up to one year; cost of prosecution, damages**.

** *Damages may include \$1,000 per act, actual damages, punitive damages, cost of legal action, attorney fees. See Section 7431.*

Instructions

Please read the following laws. They explain the types of information that are confidential. If you have questions during your employment or performance of duties, ask your supervisor or a Disclosure officer before accessing or disclosing information.

After reading this information, fill out the last page and return it to the Department of Revenue. Keep the other pages for your records.

Oregon Income Tax Laws

ORS 314.835

(1) Except as otherwise specifically provided in rules adopted under ORS 305.193 or in other law, it shall be unlawful for the Department of Revenue or any officer or employee of the department to divulge or make known in any manner the amount of income, expense, deduction, exclusion or credit or any particulars set forth or disclosed in any report or return required in the administration of ORS 310.630 to 310.706, required in the administration of any local tax pursuant to ORS 305.620, or required under a law imposing a tax upon or measured by net income. It shall be unlawful for any person or entity to whom information is disclosed or given by the department pursuant to ORS 314.840 (2) or any other provision of state law to divulge or use such information for any purpose other than that specified in the provisions of law authorizing the use or disclosure. No subpoena or judicial order shall be issued compelling the department or any of its officers or employees, or any person who has acquired information pursuant to ORS 314.840 (2) or any other provision of state law to divulge or make known the amount of income, expense, deduction, exclusion or credit or any particulars set forth or disclosed in any report or return except where the taxpayer's liability for income tax is to be adjudicated by the court from which such process issues.

(2) As used in this section:

(a) "Officer," "employee" or "person" includes an authorized representative of the officer, employee or person, or any former officer, employee or person, or an authorized representative of such former officer, employee or person.

(b) "Particulars" includes, but is not limited to, a taxpayer's name, address, telephone number, Social Security number, employer identification number or other taxpayer identification number and the amount of refund claimed by or granted to a taxpayer.

ORS 314.991

(2) Violation of ORS 314.835 is a Class C felony. If the offender is an officer or employee of the state the offender shall be dismissed from office and shall be incapable of holding any public office in this state for a period of five years thereafter.

Applicability to other tax programs

The above provisions of ORS 314, concerning the confidentiality of returns and penalties, also apply to:

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• Transient lodging tax	ORS 320.330
• Cigarette tax	ORS 323.403
• Tobacco products tax	ORS 323.595
• Emergency communications tax	ORS 403.230
• Oil and gas production tax	ORS 324.170
• Hazardous substances tax	ORS 453.410
• Petroleum products tax	ORS 465.124

Oregon Inheritance Tax Laws

ORS 118.525

(1) It shall be unlawful for the Department of Revenue or any of its officers or employees to divulge or make known in any manner any particulars disclosed in any return or supporting data required under this chapter. Except for executors or beneficiaries and their authorized representatives, it shall be unlawful for any person or entity who has acquired information pursuant to subsections (3) and (4) of this section to divulge or make known such information for any purpose other than that specified in the provisions of law authorizing the use or disclosure. No subpoena or judicial order shall be issued compelling the department, or its officers or employees, or persons described in subsections (3) and (4) of this section, to divulge or make known any particulars disclosed in any such return or supporting data except where the liability for inheritance taxes is to be adjudicated by the Oregon Tax Court. Nothing in this section shall prohibit the publication of statistics so classified as to prevent the identification of particulars in any return or supporting data covered by this section.

(2) As used in this section:

(a) "Officer," "employee" or "person" includes an authorized representative of the officer, employee or person, or former officer, employee or person, or an authorized representative of such former officer, employee or person.

(b) "Particulars" includes, but is not limited to, a taxpayer's name, address, telephone number, Social Security number and the amount of refund claimed by or granted to a taxpayer.

ORS 118.990

(3) Violation of ORS 118.525 is a Class C felony. If the offender is an officer or employee of the state the offender shall be dismissed from office and shall be incapable of holding any public office in this state for a period of five years thereafter.

Oregon Property Tax Laws

ORS 308.290

(11)(a) All returns filed under the provisions of this section and ORS 308.525 and 308.810 are confidential records of the Department of Revenue or the county assessor's office in which the returns are filed or of the office to which the returns are forwarded under paragraph (b) of this subsection.

ORS 308.413

(1) Any information furnished to the county assessor or to the Department of Revenue under ORS 308.411 which is obtained upon the condition that it be kept confidential shall be confidential records of the office in which the information is kept, except as follows:

(a) All information furnished to the county assessor shall be available to the department and all information furnished to the department shall be available to the county assessor.

(b) All information furnished to the county assessor or department shall be available to any reviewing authority in any subsequent appeal.

(c) The department may publish statistics based on the information furnished if the statistics are so classified as to prevent the identification of the particular industrial plant.

(2) The Department of Revenue shall make rules governing the confidentiality of information under this section.

(3) Each officer or employee of the Department of Revenue or the office of the county assessor to whom disclosure or access of the information made confidential under subsection (1) of this section is given, prior to beginning employment or the performance of duties involving such disclosure, shall be advised in writing of the provisions of this section and ORS 308.990 (5) relating to penalties for the violation of this section, and shall as a condition of employment or performance of duties execute a certificate for the department or the assessor in a form prescribed by the department, stating in substance that the person has read this section and ORS 308.990 (5), that these sections have been explained to the person and that the person is aware of the penalties for violation of this section.

ORS 308.990

(5) Subject to ORS 153.022, any willful violation of ORS 308.413 or of any rules adopted under ORS 308.413 is punishable, upon conviction, by a fine not exceeding \$10,000, or by imprisonment in the county jail for not more than one year, or by both.

Forestland Tax Laws

ORS 321.682

(1) Except as otherwise specifically provided by law, it shall be unlawful for the Department of Revenue or any officer or employee of the department to divulge or make known in any manner the amount of the tax or any particulars set forth or disclosed in any report or return required to be filed under ORS 321.045 or 321.741 or any appraisal data collected to make determinations of specially assessed value of forestland pursuant to ORS 321.201 to 321.222. It shall be unlawful for any person or entity to whom information is disclosed or given by the department pursuant to ORS 321.684 (2) or any other provision of state law to divulge or use such information for any purpose other than that specified in the provisions of law authorizing the use or disclosure. No subpoena

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or judicial order shall be issued compelling the department or any of its officers or employees, or any person who has acquired information pursuant to ORS 321.684 (2) or any other provision of state law, to divulge or make known the amount of tax or any particulars set forth or disclosed in any report or return except where the taxpayer's liability for timber tax is to be adjudicated by the court from which such process issues.

(2) As used in this section, "officer," "employee" or "person" includes an authorized representative of the officer, employee or person, or any former officer, employee or person, or an authorized representative of such former officer, employee or person.

ORS 321.686

Violation of ORS 321.682 is subject to a fine not exceeding \$5,000 or, if committed by an officer or employee of the state, dismissal or removal from office or employment, or both fine and dismissal or removal from office or employment.

Oregon Employment Department Laws

ORS 657.665

(4)The Employment Department may: ... (i) Disclose information to the Department of Revenue for the purpose of performing its duties under ORS 293.250 or under the revenue and tax laws of this state. The information disclosed may include the names and addresses of employers and employees and payroll data of employers and employees. The information disclosed is confidential and may not be disclosed by the Department of Revenue in any manner that would identify an employing unit or employee except to the extent necessary to carry out the department's duties under ORS 293.250 or in auditing or reviewing any report or return required or permitted to be filed under the revenue and tax laws administered by the department. The Department of Revenue may not disclose any information received to any private collection agency or for any other purpose. If the information disclosed under this paragraph is not prepared for the use of the Employment Department, the costs of disclosing the information shall be paid by the Department of Revenue.

(6) Any person or any officer or employee of an entity to whom information is disclosed by the Employment Department under this section who divulges or uses the information for any purpose other than that specified in the provision of law or agreement authorizing the use or disclosure may be disqualified from performing any service under contract or disqualified from holding any appointment or employment with the state agency that engaged or employed that person, officer or employee. The Employment Department may immediately cancel or modify any information sharing agreement with an entity when a person or an officer or employee of that entity discloses confidential information, other than as specified in law or agreement.

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SECRECY LAWS CERTIFICATE

Required by ORS 314.840(3), ORS 118.525(6),
ORS 308.413(3), ORS 321.684

I have read the laws prohibiting disclosure of confidential information for the tax programs below.
 The laws have been explained to me.
 I have been furnished with a copy of the laws.
 I understand Oregon's disclosure laws and the penalties for violating them.

Income tax	ORS 314.835; ORS 314.991(2)
Inheritance tax	ORS 118.525(1); ORS 118.990(3)
Industrial property tax	ORS 308.290(11); ORS 308.413; ORS 308.990(5)
Forestland tax	ORS 321.682; ORS 321.686
Employment Department tax	ORS 657.665(4)(i) and (6)
Transient lodging tax	ORS 320.330
Cigarette tax	ORS 323.403
Tobacco products tax	ORS 323.595
Emergency communications tax	ORS 403.230
Oil and gas production tax	ORS 324.170
Hazardous substances tax	ORS 453.410
Petroleum products tax	ORS 465.124
Federal tax laws	IRC Sections 7213, 7213A, 7431

VENDORS, CONTRACTORS, BUSINESS PARTNERS
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PRINT your full name	Business telephone number
Print full name of business or organization for which you are acting in an official capacity	
Address of business or organization	SSN (Collection agency employees only)
What is the nature of your business?	Duration of contract or visit
Revenue contact	Area where you'll be working
Signature	Date
X	

REVENUE EMPLOYEES

PRINT your full name	Date
Signature	
X	

AGENCY USE

In Compliance
 Not in Compliance

Exhibit B
Ordinance No. 2016-02

(attached)