



# CITY OF LA PINE, OREGON

## REGULAR CITY COUNCIL MEETING

Wednesday, October 28, 2020 at 5:30 PM  
La Pine City Hall: 16345 Sixth Street, La Pine, Oregon 97739

---

*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.*

---

## AGENDA

### 1. CALL TO ORDER

### 2. ESTABLISH A 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. 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.*

[1. 10.14.2020](#) Regular City Council & Executive Session Meeting Minutes

### 6. RATIFICATION OF CITY MANAGER CONTRACT- ACTION ITEM

### 7. RATIFICATION OF CITY OF MANAGER CONTRACT ADDENDUM FOR MOVING ALLOWANCE- ACTION ITEM

### 8. REVIEW OF VISITOR CENTER QUARTERLY REPORT

### 9. OTHER MATTERS

*Only Items that were previously added above in the Added Agenda Items will be discussed.*

### 10. PUBLIC COMMENTS

*Three (3) minutes per person; when asked to the podium, please state your name and whether you live within La Pine city limits.*

### 11. STAFF COMMENTS

**12. MAYOR & COUNCIL COMMENTS**

**13. ADJOURNMENT**

---

**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.

# CITY OF LA PINE, OREGON

## REGULAR CITY COUNCIL MEETING & EXECUTIVE SESSION

Wednesday, October 14, 2020 at 5:30 PM  
La Pine City Hall: 16345 Sixth Street, La Pine, Oregon 97739

---

### MINUTES

#### 1. CALL TO ORDER

Meeting begins at 5:30 pm.

#### 2. ESTABLISH A QUORUM

##### PRESENT

Mayor Daniel Richer  
Councilor Don Greiner  
Councilor Connie Briese  
Councilor Colleen Scott  
Councilor Mike Shields

##### STAFF PRESENT

Public Works Manager Jacob Obrist  
City Recorder Robin Neace  
City Attorney Jeremy Green (telephonically)

#### 3. 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*

None.

#### 4. 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.*

1. 8.26.2020 Regular City Council Meeting Minutes

Motion to pass the Consent Agenda made by Councilor Greiner, Seconded by Councilor Scott  
Voting Yea: Councilor Greiner, Councilor Briese, Councilor Scott, Councilor Shields

#### 5. WATER & SEWER SERVICES EXPANSION- CITIZEN AGENDA ITEM

Robert Metcalf gives presentation on additional water and sewer services added to Walker and 3rd. This area would also affect the rodeo grounds and Frontier Days.

Council did not make any decisions on the matter. Mayor Richer stated that such decisions and projects were on hold until a new City Manager is installed.

**6. APPOINTMENT OF NEW CITY MANAGER- ACTION ITEM**

Staff Report by Neace.

Motion to appoint Geoff Wullschlager as the new City Manager made by Councilor Scott, Seconded by Councilor Shields.

Voting Yea: Councilor Greiner, Councilor Briese, Councilor Scott, Councilor Shields

**7. MAYOR & COUNCIL PRESIDENT TO FILL IN FOR MANAGER IN INTERIM- ACTION ITEM**

Discussion led by Mayor Richer.

Motion to approve Mayor Richer and Councilor Greiner as advisors to City Hall City Manager made by Councilor Scott, Seconded by Councilor Shields.

Voting Yea: Councilor Greiner, Councilor Briese, Councilor Scott, Councilor Shields

**8. CITY MANAGER MOVING ALLOWANCE- DISCUSSION ITEM**

Mayor Richer gives a report. Councilor Greiner stated that he believed a moving allowance would be appropriate for the new City Manager, Geoff Wullschlager. Councilor Scott suggested instead of a blanket moving allowance, to just reimburse Wullschlager for his actual costs.

Attorney Green pointed out that there could be tax consequences if the allowance is not properly implemented. Attorney Green also indicated that the Council had yet to pass the actual employment agreement with Wullschlager.

Motion to add a moving allowance to the City Manager Employment Contract made by Councilor Scott, Seconded by Councilor Shields.

Voting Yea: Councilor Greiner, Councilor Briese, Councilor Scott, Councilor Shields

**9. LA PINE TRANSIT CENTER UPDATE- DISCUSSION ITEM**

Mayor Richer decided to push the update until new City Manager is able to brief the council.

**10. CAGLE & GREENWOOD UPDATE- DISCUSSION ITEM**

Staff Report from Jacob Obrist.

**11. LA PINE PARKS AND RECREATION UPDATE- DISCUSSION ITEM**

Staff Report read by Mayor Richer. Attorney Green notes that he will review the information produced by the Park District and make a report to Council in Executive Session.

**12. GAS TAX REVISTED- DISCUSSION ITEM**

Council decided they were interested in getting the issue on the May ballot. Attorney Green suggested the November ballot would be more advantageous for passage and would give staff more time to prepare. Council agreed to revisit the issue when the new City Manager was in the office.

**13. RESCHEDULING OF JOINT MEETING WITH COMISSIONERS- DISCUSSION ITEM**

Staff report read by Mayor Richer.

**14. HUNTINGTON MEADOWS SWALES UPDATE- DISCUSSION ITEM**

Staff Report by Jacob Obrist.

**15. OTHER MATTERS**

*Only Items that were previously added above in the Added Agenda Items will be discussed.*

None.

**16. PUBLIC COMMENTS**

*Three (3) minutes per person; when asked to the podium, please state your name and whether you live within La Pine city limits.*

None.

**17. STAFF COMMENTS**

Jacob Obrist notes that the morale in City Hall has improved in the past weeks.

Robin Neace thanks Councilor Greiner for his leadership in the transition between City Managers.

**18. MAYOR & COUNCIL COMMENTS**

Councilors generally thanked staff for their working during the transition between City Managers.

**19. ADJOURNMENT**

Meeting Adjourned at 6:23.

**OPEN EXECUTIVE SESSION**

**EXECUTIVE SESSION**

*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.*

**1. CALL TO ORDER**

Call to Order at 6:40 pm.

**2. ESTABLISH A QUORUM**

PRESENT

Mayor Daniel Richer  
Councilor Don Greiner  
Councilor Connie Briese  
Councilor Colleen Scott  
Councilor Mike Shields

STAFF

Public Works Manager Jacob Obrist  
City Recorder Robin Neace  
City Attorney Jeremy Green

**3. ITEMS FOR DISCUSSION**

1. Executive Session - ORS 192.660(2)(f)- to consider information or records that are exempt by law from public inspection.
2. Executive Session - ORS 192.660(2)(e)- to conduct deliberations with person designated by the governing body to negotiate real property transactions.

**4. ADJOURN EXECUTIVE SESSION**

Meeting adjourned at 7:13 pm.

## CITY MANAGER EMPLOYMENT AGREEMENT

This City Manager Employment Agreement (this "Agreement") is dated October 7, 2020, but made effective for all purposes as of the Effective Date (as defined below), and is entered into between City of La Pine ("Employer"), an Oregon municipal corporation, and Geoff Wullschlager ("Employee").

### RECITAL:

Employer desires to employ and retain the unique experience, abilities, and services of Employee, and Employee desires to be employed by Employer, subject to the terms and conditions contained this Agreement.

### AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

#### 1. EMPLOYMENT

1.1 Employment. Subject to the terms and conditions contained in this Agreement, commencing on ~~October~~ <sup>November</sup> 1, 2020 Employer will employ Employee, and Employee will be employed by Employer, as Employer's city manager. Employee will be subject to the direction and control of the La Pine City Council (the "Council"). Employee will have and perform the following duties and responsibilities for and on behalf of Employer (collectively, the "Services"): (a) Employee will be responsible for Employer's operational management and administration and the implementation of Employer policies established from time to time by the Council; (b) those duties and responsibilities specified in the Charter (as defined below) and/or La Pine Municipal Code; (c) those duties and responsibilities specified in the La Pine City Manager Job Description and/or La Pine City Manager Profile, each of which are attached hereto as Exhibit A (collectively, the "Job Description"); (d) to the extent not inconsistent with the duties and responsibilities specified in this Agreement, the Charter, La Pine Municipal Code, and/or Job Description, those duties and responsibilities customarily provided by a city manager of an Oregon municipality similar to Employer; and (e) all other duties and responsibilities that the Council may direct or assign to Employee from time to time. Employee will perform the Services subject to and in accordance with this Agreement, the 2011 City of La Pine Charter (the "Charter"), and La Pine Municipal Code. If a conflict should arise between the Job Description and this Agreement, this Agreement will control; if a conflict should arise between the La Pine City Manager Job Description and La Pine City Manager Profile, the La Pine City Manager Job Description will control.

1.2 Standards of Conduct. Employee will (a) comply with all reasonable instructions, policies, directives, and/or rules that the Council may establish from time to time, (b) not commit any fraudulent, dishonest, and/or immoral acts, (c) conduct himself in a manner appropriate to the position,

(d) comply with all applicable federal, state, and local laws, regulations, ordinances, and resolutions, including the Charter and La Pine Municipal Code, and (e) perform the Services to the best of Employee's ability, diligently, in good faith, with the care and skill an ordinary prudent person in a like position would exercise under similar circumstances, and in a manner Employee reasonably believes to be in the best interests of Employer. Employee will not engage in any outside professional, business, and/or charitable activities that will interfere with Employee's performance of the Services. The employment provided for under this Agreement will be Employee's sole employment.

1.3 Performance Evaluation. The Council will review and evaluate Employee's performance (a) on or about January 15, 2021, (b) on or about October 15, 2021 (the "First Annual Evaluation"), and (c) no less than once per calendar year (on or about October 15) thereafter. Performance evaluations are a two-way communication process designed to accomplish the following objectives: (a) maintain and improve job satisfaction by letting Employee know that the Council is interested in Employee's job progress and professional development; (b) serve as a systematic guide to recognize needs for further training and development; (c) provide a factual basis for analyzing Employee's performance vs. job duties and responsibilities; (d) provide Employee an opportunity to discuss job problems or other job-related interests; and (e) provide a basis for coordinating the goals and objectives of Employee and Employer. Notwithstanding anything contained in this Agreement to the contrary, a satisfactory performance evaluation does not impair Employer's right to terminate this Agreement (and Employee's employment) nor entitle Employee to receive any additional or increases in salary and/or benefits.

## 2. COMPENSATION; BENEFITS.

2.1 Compensation. Subject to the terms and conditions contained in this Agreement, commencing on the Effective Date Employer will pay Employee an annual salary of \$102,000.00, prorated as necessary. Employee's salary will be paid in periodic installments consistent with Employer's payroll practices. Payment of all compensation under this Agreement is subject to all applicable federal, state, and local tax withholdings (and all other deductions and/or withholdings required by law and/or authorized by Employee). Employee acknowledges and agrees that (a) Employee is a salaried, exempt employee, and (b) Employee will not be paid overtime compensation.

2.2 Employee Benefits. Subject to the terms and conditions contained in this Agreement and applicable laws, if and to the extent eligible, commencing on the Effective Date, Employee will receive all benefits that Employer may make available from time to time to its other regular full-time salaried exempt managerial employees, including, without limitation, paid holidays, paid time off ("PTO"), management and sick leave, medical, dental, and life insurance, retirement plans, and all other applicable benefits provided under the Employee Handbook (as defined below), except as and subject to the following:

2.2.1 Employee will receive PTO in accordance with the PTO policy contained in the Employee Handbook, except that (a) Employee will receive 120 hours of PTO each calendar year, which PTO hours will be accrued (earned) by Employee at the rate of 10 hours per month (1/12 of 120 PTO



hours), (b) Employee's PTO benefits will not be earned until the final day of the applicable month (and may not be taken by Employee until the month after which the PTO benefits are earned), (c) Employee may carryover no more than 160 hours of accrued but unused PTO from one calendar year to the next (any accrued but unused PTO hours in excess of 160 will be forfeited; the date for forfeiture is December 31 of each calendar year); and (d) provided Employee's employment is not terminated under Section 4.2, upon termination of Employee's employment with Employer, Employee will be paid for any accrued but unused PTO hours not exceeding 160 hours (Employee will not receive payment of any accrued but unused PTO hours if Employee is terminated under Section 4.2).

2.2.2 Employee will receive 40 hours of paid management leave ("PML") per calendar year, pro-rated as necessary. Any unused PML will not be carried over from one calendar year to the next. Any unused PML hours will be forfeited. The date for forfeiture is December 31 of each calendar year. Employee will provide reasonable advance notice to the Council prior to Employee's use of any PML exceeding eight hours. Employee will exercise his best efforts to schedule any PML leave (and PTO leave) at times convenient to Employer. Upon the termination of this Agreement (and Employee's employment with Employer), any unused PML benefits will be forfeited by Employee and will not be paid by Employer to Employee.

To receive any benefits identified in this Section 2.2, Employee must meet all benefit eligibility requirements imposed by applicable standards, policies, and regulations (including, without limitation, those contained in the Employee Handbook) and such benefits will be provided and must be used in accordance with and subject to such standards, policies, and regulations (including, without limitation, those contained in the Employee Handbook). Notwithstanding anything contained in this Agreement to the contrary, Employer may modify, change, and/or terminate the provision of any benefits provided under this Agreement, the Employee Handbook, and/or otherwise at any time and from time to time, with or without prior notice, for any reason or no reason.

2.3 Reimbursement. Employer will reimburse Employee for reasonable expenses incurred by Employee in connection with Employee's performance of the Services upon Employee's compliance with the expense reimbursement instructions, policies, and/or rules that Employer may establish from time to time, which expense reimbursement instructions, policies, and/or rules include, without limitation, Employee providing Employer with actual receipts and verification of Employee's reasonable expenses. Without otherwise limiting the generality of the immediately preceding sentence, Employee will be reimbursed for authorized and properly substantiated Employer-related business transportation (automobile) expenses at the then-current IRS standard mileage rate.

2.4 Professional Licensure, Dues, Subscriptions and Memberships. Subject to the terms and conditions contained in this Agreement, Employer will pay no more than \$1,200.00 per calendar year (the "Employee Development Stipend") for (a) Employee's professional dues, subscriptions, and memberships which are necessary for Employee's continuation and full participation in national, regional, state, and local associations and organizations desirable for Employee's continued professional participation, growth, and advancement, and for the good of Employer, and (b) Employee's participation

and/or membership in local civic clubs or organizations which are for the good of Employer. Notwithstanding anything contained in this Agreement to the contrary, Employee will provide Employer reasonable support and evidence (written and otherwise) that Employee has spent the Employee Development Stipend in accordance with this Agreement (including, without limitation, this Section 2.4), including, without limitation, actual receipts and verification of Employee Development Stipend expenditures.

2.5 Facilities; Bonding or Insurance. Employer will provide Employee with supplies and facilities reasonably required for Employee's performance of the Services, as mutually and reasonably determined by Employer and Employee. Employer will pay the full cost of any fidelity or other bonds (or the insurance equivalent) required by Employee under any federal, state, or local law or ordinance for Employee's performance of the Services.

2.6 Indemnification. Subject to and in accordance with ORS 30.285, as amended, Employer will defend, indemnify, and hold Employee harmless for, from, and against all claims, actions, proceedings, damages, liabilities, injuries, losses, and expenses of every kind, including, without limitation, attorney fees (collectively, "Damages"), arising out of Employee's performance of the Services. Employer may litigate, compromise, and/or settle any Damages and pay the amount of any judgment, compromise, or settlement with or without Employee's consent. Employer, or its insurance company, will provide legal representation for Employee concerning any Damages that are brought against Employee that arise out of Employee's performance of the Services. Employer's indemnification obligations under this Section 2.6 will survive the termination of this Agreement but only insofar as Employer's indemnification relates back to Damages resulting from Employee's performance of the Services. Notwithstanding anything contained in this Agreement to the contrary, Employer will have no obligation to indemnify Employee (and/or provide Employee any legal representation) if the Damages are the result of Employee's malfeasance or willful or wanton neglect of duty as permitted under ORS 30.285, as amended.

### 3. EMPLOYEE REPRESENTATIONS; WARRANTIES; COVENANTS

In addition to any other representations, warranties, and/or covenants made by Employee under this Agreement, Employee represents, warrants, and covenants to Employer as follows:

3.1 No Conflicts. The signing and delivery of this Agreement by Employee and the performance by Employee of Employee's obligations under this Agreement (including, without limitation, the Services) will not (a) breach any agreement to which Employee is a party, or give any person the right to accelerate any obligation of Employee, (b) violate any law, judgment, or order to which Employee is subject, and/or (c) require the consent, authorization, or approval of any person, including, without limitation, any governmental body.

3.2 At-Will Employment. Notwithstanding anything contained in this Agreement to the contrary, Employee's employment relationship with Employer is at-will. Subject to the notice

requirement contained in Section 4.1 of this Agreement and applicable law, Employer may terminate Employee's employment relationship with Employer (and this Agreement) at any time, for any reason or no reason, with or without cause or prior notice.

Employee's Initials



3.3 Employment Policies. Employee will comply with all applicable Employer policies and procedures now existing and/or which may hereafter be adopted, revised, and/or amended from time to time, including, without limitation, those policies and procedures contained in the Employee Handbook of the City of La Pine adopted November 1, 2010, as amended (the "Employee Handbook"). Employee will carefully and thoroughly read the Employee Handbook to ensure that he understands the instructions, policies, and rules contained in the Employee Handbook and will sign and return the Employee Handbook Receipt Acknowledgement Form to Employer. Employer may revise, modify, and/or amend the Employee Handbook at any time and from time to time in its sole discretion. If a conflict between the Employee Handbook and this Agreement should occur, the terms of this Agreement will control.

3.4 Confidential Information. During the term of this Agreement, and at all times thereafter, Employee will maintain all Confidential Information (as defined below) in the strictest confidence and will not directly or indirectly use, communicate, and/or disclose any Confidential Information to any person without the mayor's prior written consent, except that Employee may (a) use Confidential Information to perform the Services to the extent necessary, and (b) communicate or disclose Confidential Information in accordance with a judicial or other governmental order or as required by applicable law, but only if Employee promptly notifies the mayor of the order and complies with any applicable protective or similar order. Employee will promptly notify the mayor of any unauthorized use, communication, and/or disclosure of any Confidential Information and make every possible effort to retrieve any such Confidential Information disclosed by Employee and mitigate the disclosure. Upon the earlier of Employer's request or the termination of this Agreement, Employee will immediately return to Employer all documents, instruments, and/or materials containing any Confidential Information accessed or received by Employee, together with all copies and summaries of such Confidential Information. Notwithstanding anything contained in this Agreement to the contrary, this Agreement does not operate to transfer any ownership or other rights in or to the Confidential Information to Employee or any other person. For purposes of this Agreement, the term "Confidential Information" means any documentation, information, and/or materials identified by Employer as confidential and any documentation, information, and/or materials relating to or concerning Employer's future plans, business affairs, employment, legal, and litigation matters that need to be protected from improper disclosure, in whatever form (e.g., hard and electronic copies, etc.), that is received or assessed by Employee; provided, however, the term "Confidential Information" does not include Employer's public records which are non-exempt public records under applicable federal, state, and/or local laws, rules, regulations, and/or ordinances.

#### 4. TERM; TERMINATION

4.1 Term of Agreement. Subject to the terms and conditions contained in this Agreement, the term of this Agreement commenced on the Effective Date and will remain in full force and effect until terminated as provided in this Agreement. Notwithstanding anything contained in this Agreement to the contrary, this Agreement (and Employee's employment with Employer) may be terminated (a) at any time by the parties' mutual written agreement, (b) by Employer at any time, for any reason or no reason, with or without cause, by providing Employee 30 days' prior written notice (the "Employer Notice"), and/or (c) by Employee at any time, for any reason or no reason, with or without cause, by providing Employer 30 days' prior written notice (the "Employee Notice"); provided, however, upon issuance of the Employer Notice or Employee Notice, Employer may elect to accept Employee's resignation immediately (and Employee will resign immediately) and pay him up to 30 days' salary in lieu of Employee's continued employment during the thirty-day period.

4.2 Termination - Employer Immediate Termination for Cause. Notwithstanding anything contained in this Agreement to the contrary, Employer may terminate this Agreement (and Employee's employment with Employer) immediately upon notice to Employee upon the occurrence of any of the following "for cause" events: (a) Employee engages in any form of dishonest conduct related to Employee's employment relationship with Employer that reflects adversely on the reputation or operations of Employer; (b) Employee is convicted (or pleads nolo contendere or the equivalent) of a crime (e.g., any class of misdemeanor or any felony as defined under applicable federal or state law); (c) Employee fails to comply with any federal, state, and/or local law, regulation, ordinance, standard, and/or policy applicable to Employee's job duties with Employer; (d) the Council determines that Employee has failed to satisfactorily perform the Services; and/or (e) Employee breaches and/or otherwise fails to perform any Employee representation, warranty, covenant, and/or obligation contained in this Agreement. The determination as to whether grounds for a "for cause" termination exists under this Section 4.2 will be within the Council's sole discretion.

4.3 Suspension. Notwithstanding anything contained in this Agreement to the contrary, Employer may suspend Employee with or without pay and/or benefits during a specified discovery and fact-finding period at any time during the term of this Agreement. If the basis for suspension is later determined to be meritless, any withheld pay or benefits will be restored by Employer to Employee.

4.4 Pay on Termination. Upon termination of Employee's employment with Employer, (a) Employer will pay Employee Employee's prorated salary through the date of termination and, subject to Section 2.2.1, accrued but unused PTO not exceeding 160 hours, and (b) Employee will not be entitled to any further compensation and/or severance pay, including, without limitation, PML. If (x) Employer terminates Employee's employment under Section 4.1, (y) Employee's employment continues during the 30-day period, and (z) Employee satisfactorily performs the Services during the 30-day period (including Employee's obligations under this Agreement), Employer will pay Employee severance pay in an amount equal to three months of Employee's salary (as described in Section 2.1) then in effect and three months of medical insurance continuation coverage for Employee. The severance pay will be paid

within 30 days after Employee's date of termination or sooner if required under applicable Oregon law. The determination as to whether Employee satisfactorily performed his duties and responsibilities during the 30-day period (including Employee's obligations under this Agreement) will be within the Council's sole discretion.

## 5. MISCELLANEOUS

5.1 Severability; Assignment; Binding Effect. Each provision contained in this Agreement will be treated as a separate and independent provision. The unenforceability of any one provision will in no way impair the enforceability of any other provision contained herein. Any reading of a provision causing unenforceability will yield to a construction permitting enforcement to the maximum extent permitted by applicable law. Employee will not assign or delegate any of Employee's rights or obligations under this Agreement to any person without the prior written consent of Employer, which consent Employer may withhold in its sole discretion. Subject to the immediately preceding sentence, this Agreement will be binding on the parties and their respective heirs, personal representatives, successors, and permitted assigns, and will inure to their benefit. This Agreement may be amended only by a written agreement signed by each party.

5.2 Attorney Fees; Governing Law; Venue. With respect to any dispute relating to this Agreement, or if a suit, action, arbitration, or other proceeding of any nature whatsoever is instituted to interpret or enforce the provisions of this Agreement, including, without limitation, any proceeding under the U.S. Bankruptcy Code and involving issues peculiar to federal bankruptcy law or any action, suit, arbitration, or proceeding seeking a declaration of rights or rescission, the prevailing party will be entitled to recover from the losing party its attorney fees, paralegal fees, expert fees, and all other fees, costs, and expenses incurred in connection therewith, as determined by the judge or arbitrator at trial, arbitration, or other proceeding, or on any appeal or review, in addition to all other amounts provided by law. This Agreement is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Agreement. Any action or proceeding arising out of this Agreement will be litigated in courts located in Deschutes County, Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Deschutes County, Oregon.

5.3 Attachments; Further Assurances; Survival. Any exhibits, schedules, instruments, documents, and/or other attachments referenced in this Agreement are part of this Agreement. The parties hereto agree to execute all documents or instruments and will perform all lawful acts necessary or appropriate to carry out the intent of this Agreement. All provisions of this Agreement that would reasonably be expected to survive the termination of this Agreement will do so, including, without limitation, Employee's confidentiality obligations under Section 3.4.

5.4 Waiver; Entire Agreement. No provision of this Agreement may be modified, waived, or discharged unless such waiver, modification, or discharge is agreed to in writing by Employer and Employee. No waiver of either party at any time of the breach of, or lack of compliance with, any

conditions or provisions of this Agreement will be deemed a waiver of other provisions or conditions hereof. This Agreement contains the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and contains all the terms and conditions of the parties' agreement and supersedes any other oral or written negotiations, discussions, representations, or agreements. Employee has not relied on any promises, statements, representations, or warranties except as set forth expressly in this Agreement.

5.5 Person; Interpretation. For purposes of this Agreement, the term "person" means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other entity identified herein. All pronouns contained herein, and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting. The titles, captions, or headings of the sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. Any reference to the "Council" means the Council and/or its designees or assignees.

5.6 Execution; Counterparts; Notices. The parties may execute this Agreement in separate counterparts, each of which when executed and delivered will be an original, but all of which together will constitute one and the same instrument. Facsimile or email transmission of any signed original document will be the same as delivery of an original. At the request of either party, the parties will confirm facsimile or email transmitted signatures by signing and delivering an original document. All notices or other communications required or permitted by this Agreement must be in writing, must be delivered to the parties at the addresses set forth above, or any other address that a party may designate by notice to the other party, and are considered delivered upon actual receipt if delivered personally, by fax or email (with electronic confirmation of delivery), or by a nationally recognized overnight delivery service, or at the end of the third business day after the date of deposit if deposited in the United States mail, postage pre-paid, certified, return receipt requested. All notices to Employer must be sent c/o the mayor.

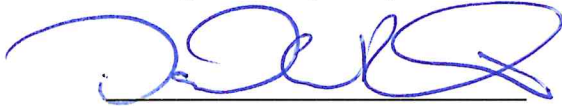
5.7 Return of Employer Property. Upon the earlier of Employer's request or the termination of this Agreement (and Employee's employment with Employer), Employee will immediately return to Employer all records, files, forms, materials, credit cards, phones, equipment, software, supplies, Confidential Information, and any other materials furnished, used, and/or generated by Employee during Employee's employment with Employer. Upon request, Employee will execute a written certification satisfactory to Employer to the effect that Employee has returned any such documents and materials to Employer, including, without limitation, all Confidential Information.

5.8 Legal Representation. The law firm of Bryant, Lovlien & Jarvis, P.C. has been employed by Employer to assist in the preparation of this Agreement and such attorneys represent only Employer in this matter. Employee has thoroughly reviewed this Agreement (and any document referenced

herein) with counsel of Employee's choosing or has knowingly waived the right to do so. The rule of construction that a written instrument is construed against the party preparing or drafting such instrument will specifically not be applicable in the interpretation of this Agreement and any documents executed and delivered pursuant to, or in connection with, this Agreement. This Agreement will be deemed binding and effective for all purposes as of the date this Agreement is fully executed by the parties (the "Effective Date").

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above but made effective for all purposes as of the Effective Date.

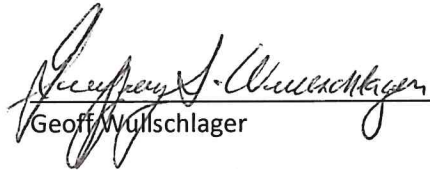
EMPLOYER:  
City of La Pine,  
an Oregon municipal corporation



By: Daniel L. Richer, Mayor

Dated: October 19, 2020

EMPLOYEE:



Geoff Willschlager

Dated: October 9, 2020

Exhibit A  
Job Description and Profile

[attached]





L A P I N E

---

O R E G O N

## **City Manager**

**\$84,081.19 - \$116,388.03**

**Open Until Filled**

## **ABOUT LA PINE**

La Pine is a small frontier town nestled in the foothills of the Cascade Mountains, surrounded by open meadows, lakes and rivers. Strikingly beautiful and with unparalleled access to the wonders of Central Oregon, La Pine is a community that is truly coming of age.

First settled by French fur traders in the 1800s, La Pine's history spans more than a century. The City is the youngest in Oregon, incorporated in 2006. Today, as in days gone by, La Pine is proud, independent, and affordable, characterized by people being good to each other. La Pine has a deep sense of community and is a place where people go out of their way to help a neighbor and truly care about each other's well being.

The City of La Pine offers a great opportunity for a small-town management professional to showcase their city management talents and make a difference in the future of a community, while working with the City Council in developing a new vision for the community and pursuing a work plan toward achieving that vision in a beautiful place to live.

## **THE COMMUNITY**

The City of La Pine (pop. 1,700) is located in southern Deschutes County (pop. 197,000). The City is home to unique individuals from just about every walk of life who come together to enjoy the slower pace living in a small town.

The City provides easy access to a variety of adventures from the unique and extraordinary beauty of the high desert to the many amazing activities on the Deschutes

River, to skiing at Mt. Bachelor. Close by pine forests are home to numerous mountain lakes, streams and rivers which provide camping, fishing, and hunting as well as winter snow adventure opportunities.

The City of La Pine is served by Deschutes County School District, which provides the area an elementary school, middle school, and high school.

## **THE CITY**

The City of La Pine operates under a Council/Manager form of government. The Council consists of a Mayor and four Councilors. Councilors are nominated and elected from the City at large every four years; while the Mayor is elected every two years.

The City's departments include Cemetery, City Council, City Hall, Planning, and Public Works. Services are provided by 8 FTEs on a FY 2020-21 budget of \$20,964,453.

## **THE POSITION**

The City Manager is the administrative head of the City of La Pine and is responsible for the City's overall management and administration. The City Manager assists the council with the development of city policies and carries out policies established by ordinances, resolutions, and council directives. The City Manager exercises supervision over the City's general affairs and all employees, contractors, and agents, except the city attorney and municipal judge. The City Manager must plan, organize, and direct the overall City government, monitor the City's activities, and ensure that council policies and directives are properly implemented and monitored. The City Manager will work closely with the mayor as the mayor will often serve as a liaison between the City Manager and Council. The City Manager supervises 8 full time employees and three contracted services. For a full job description, please go to the City's website at [www.lapineoregon.gov](http://www.lapineoregon.gov).

## **OPPORTUNITIES & CHALLENGES**

1. Ongoing efforts to develop all aspects of the community provides the right individual the opportunity to bring to the table new perspective and the ability to help the community grow in not just population but in the possibilities of the tourism industry.
2. The new City Manager will need to oversee a large number of infrastructure projects, including the new water and wastewater expansion project. The new sewer project has a total projected cost of \$24,665,500.
3. The new City Manager will assume the management of the La Pine Transit Center project. This project requires very close work with both Deschutes County and ODOT.

## IDEAL CANDIDATE

### EDUCATION & EXPERIENCE

A bachelor's degree is required. A Master of Public or Business Administration is preferred. Managerial and leadership experience is essential, preferably with a well-rounded background that includes a combination of public sector experience. Highly developed communication skills and experience working closely with elected officials is crucial as is background in facilitation and conflict management. An exceptional ability to collaborate and develop effective community partnerships is required.

### NECESSARY KNOWLEDGE & ABILITIES

- The ability to communicate clearly and effectively with the Mayor, City Councilors, City Staff, and public is a must. Strong listening skills with appropriate follow-up verbally and in writing is needed.
- The ideal candidate will be visible in the community, and is expected to be easily approachable, recognized and knowledgeable about the people of La Pine.
- The ideal candidate will be skilled in the basics of managing a small city and be an effective communicator who understands the importance of keeping the City Council informed. Skill in facilitating community involvement and building Council consensus will bring candidates to the top of the list. Experience maintaining a professional demeanor, yet being approachable, responsive, visible, and active in the community is a must.
- Understanding the dynamics of a small town, valuing volunteerism, and knowing that a small community thrives and survives on a network of volunteers and community-based organizations is essential. The selected candidate will have a transparent management style, bring common sense, fresh ideas, and excitement to the position, and be willing to perform basic functions while pursuing major goals. He or she will be a leader who can bring innovative approaches to address long-standing issues such as revenue fluctuations and community improvements and implement change with patience and at a pace acceptable to the community.
- Knowledge and experience in intergovernmental relations, financial management, human resources and grant writing is necessary.

## COMPENSATION & BENEFITS

- \$84,081.19 - \$116,388.03 DOQ
- Medical, Dental, and Vision Insurance
- Reimbursable Mileage for City Travel
- 401a Savings Plan
- 457 Deferred Compensation Plan
- Group Term Life Insurance
- 120 Hours of PTO per year
- 40 Hours of Paid Management Leave
- 11 Paid Holidays

\*\*The City of La Pine is an Equal Opportunity Employer. This position is **Open Until Filled**. To **apply**, visit [www.lapineoregon.gov](http://www.lapineoregon.gov) for instructions. If you are a veteran and wish to request veterans' preference credit and complete and submit the veterans' preference form posted on the website.



## JOB DESCRIPTION

Title:	<b>City Manager</b>	Status:	Full-Time
Department	Administration	Pay Grade:	M
Reports To:	City Council	FLSA Status:	Exempt

---

### POSITION SUMMARY

This position serves as the chief administrative officer for the City; provides leadership with the development and execution of the City's strategic vision; provides highly responsible and complex policy support to the Council; directs the work of department managers and reviews overall operational performance; and exercises budgetary and contractual control over revenue and expense for the City.

### ESSENTIAL FUNCTIONS

*The following duties are normal for this position. However, they are not to be construed as exclusive or all-inclusive. To perform this job successfully, an individual must be able to perform each duty satisfactorily. Other duties may also be required or assigned.*

1. Directs, manages, coordinates and expedites activities of all City departments, divisions and offices; assigns, delegates tasks to and supervises department managers.
2. Serves as spokesperson and representative for the City, as directed by the Council and/or the Mayor and as liaison to the City Council by attending meetings, committees, Councils and commissions as may be required; confers with and prepares reports and recommendations for elected and appointed officials on operational or policy matters as requested and acts as a liaison with other municipal bodies.
3. With the assistance of the Finance Director, oversees departmental budget performance by submitting a proposed annual budget to the City Council, reviewing and interpreting financial reports, reviewing and reporting to the City Council any significant variation in actual versus budgeted expenditures, developing and formulating plans for permanent improvements and by advising and recommending to the Mayor and City Council the adoption of various plans and programs of finance; analyzes and suggests measures designed to ensure sound fiscal operation and oversees expenditures and investments.
4. Submits recommendations or suggestions regarding improvement of the administration of the City, public safety, health, welfare and economy to the City Council; develops and refines systems that ensure sound and efficient operation of the City's business. Develops and maintains standard operating procedures relative to La Pines business affairs or exercise of governmental power and suggests changes to City ordinances where appropriate.
5. In cooperation with the Mayor, City Council, and other departments as required, creates, implements and updates the City's planning and development; provides leadership and direction in the development of short and long range plans.

6. Informs the City Council regarding actions and trends of other levels of government, including state and federal funding; prepares and expedites applications for procurement of state and federal grants at the direction of the City Council.
7. Ensures enforcement of state laws, local ordinances, and other regulations pertaining to municipal operations.
8. Provides recommendations for the development of policy by the City Council.
9. Advises the City Council on major policy issues, reports on financial status and general operating conditions, and recommends legislation and policies required in the public interest.
10. Insures efficient and effective implementation of policy.
11. Directs and coordinates administration of all City government activities.
12. Appoints, and if necessary, removes department managers in accordance with City policies.
13. Supervises, monitors and evaluates the work of department managers and other direct reports.
14. Establishes general direction and primary goals for operating departments and causes the development of related work plans, operating budgets and capital improvement plans; proposes the annual budget and promotes a sustainable budget approach in recommending expenditures and projecting revenue.
15. Responds to City Council inquiries regarding matters related to the City and ensures that City directives are carried out.
16. Conducts research and procedural/administrative studies and prepares reports of proposed solutions or recommended courses of action.
17. Interacts frequently with elected officials, staff, citizens, and others to interpret and implement policy directives.
18. Responds to citizen inquiries and requests for service.
19. In conjunction with City Council, develops, monitors, and communicates the implementation phases of the City's strategic plans to ensure that long range goals and objectives are met.
20. Represents the City in discussions and negotiations. Promotes and creates opportunities for economic development.
21. Communicates with and responds to the media.
22. Represents the City at various functions such as marketing speeches at civic and business associations, meeting with influential persons within the community, developers, officials, citizens, and representative of the press, to establish goodwill and resolve/respond to issues.
23. Other duties as assigned.

#### **MINIMUM REQUIRED QUALIFICATIONS**

- Bachelor's degree from an accredited college or university in Public Administration, Business, Finance, Political Science or related field.
- Minimum ten (10) years of increasingly responsible public sector management experience, of which five (5) years is in a leadership level, inclusive of executive level financial responsibilities.

#### **OTHER REQUIREMENTS**

#### **PREFERRED QUALIFICATIONS**

- A Master's in Public Administration or related field.
- Credentialed Manager through ICMA

#### **KNOWLEDGE SKILLS ABILITITES**

- Knowledge of the City’s operating requirements, policies, procedures, and practices; and local, state, and federal regulations related to programs and operations.
- Knowledge of principles and practices of budgeting, fiscal management, project management principles and techniques.
- Knowledge of administrative policies and procedures of the City.
- Ability to interpret and implement local policies and procedures; written instructions, general correspondence; Federal, State, and local regulations.
- Ability to effectively utilize the principles of strategic and long and short-range planning.
- Skill in analyzing complex administrative information and issues, defining problems and evaluating alternatives and recommending methods, procedures and techniques for resolution of issues.
- Ability to research and analyze detailed information and make appropriate recommendations.
- Ability to develop department goals and objectives.
- Ability to plan, develop, implement, and evaluate projects and programs.
- Ability to develop, interpret and implement regulations, policies, procedures, written instructions, general correspondence, and other department specific documents.
- Ability to prepare, recommend and monitor an operating budget, including line item budgeting.
- Ability to establish and maintain accurate records of assigned activities and operations.
- Skill in organizational and time management to prioritize duties to accomplish a high volume of work product while adapting to constant changes in priority.
- Ability to perform detailed work accurately and independently in compliance with stringent time limits with minimal direction and supervision.
- Ability to think quickly, maintain self-control, and adapt to stressful situations.
- Knowledge of management and supervisory practices & principles, including the ability to make final employment recommendations, preparing performance evaluations, managing time off, and maintaining personnel records.
- Ability to adapt and take control of situations, dictating subordinate activities in a responsible manner.
- Ability to instruct and train in methods and procedures.
- Ability to organize, assign, and modify the work assignment of others, and (re)-establish priorities to meet deadlines.
- Knowledge of current office practices and procedures and knowledge of the operation of standard office equipment and software.
- Knowledge of computer software including word processing, spreadsheet and database applications consistent for this position.
- Ability to perform mathematical calculations required of this position.
- Ability to perform detailed work accurately and independently in compliance with stringent time limits with minimal direction and supervision.
- Ability to communicate clearly, concisely and effectively in English in both written and verbal form.
- Skill in researching and understanding complex written materials.
- Ability to prepare and maintain accurate and concise records and reports.
- Ability to apply sound judgment and discretion in performing duties, resolving problems and interpreting policies and regulations.
- Ability to communicate detailed and often sensitive information effectively and concisely, both orally and in writing.

- Ability to handle sensitive interpersonal situations calmly and tactfully.
- Ability to maintain professionalism at all times.
- Ability to maintain effective working relationships with individuals within and outside the organization.
- Ability to maintain confidentiality and discretion regarding business-related files, reports and conversations, within the provision of Oregon Open Records and other applicable State and Federal statutes and regulations.
- Ability to work the allocated hours of the position and respond after hours as needed.

#### **PHYSICAL AND WORK ENVIRONMENT**

*The physical and work environment characteristics described in this description are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions or as otherwise required by law. Employees needing reasonable accommodation should discuss the request with the employee's supervisor.*

- This work requires the occasional exertion of up to 25 pounds of force; work regularly requires sitting, frequently requires standing, speaking or hearing, using hands to finger, handle or feel and repetitive motions and occasionally requires walking, stooping, kneeling, crouching or crawling and reaching with hands and arms.
- Work has standard vision requirements.
- Vocal communication is required for expressing or exchanging ideas by means of the spoken word.
- Hearing is required to perceive information at normal spoken word levels.
- Work requires preparing and analyzing written or computer data and observing general surroundings and activities.
- Work has no exposure to adverse environmental conditions.
- Work is generally in a moderately noisy office setting (e.g. business office, light traffic).

*Nothing in this job description limits management's right to assign or reassign duties and responsibilities to this job at any time. The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position. The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.*

**EMPLOYEE ACKNOWLEDGMENT**

I have received, reviewed and fully understand this job description. I further understand that I am responsible for the satisfactory execution of the essential functions as well as skills and abilities described therein. Furthermore, I understand this document will change over time, as necessary. From time to time, I understand I may be asked to perform duties and handle responsibilities that are not specifically addressed in my job description. I understand that this does not constitute an employment agreement.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Printed Name



**ADDENDUM NO. 1 TO  
CITY MANAGER EMPLOYMENT AGREEMENT**

This Addendum No. 1 to City Manager Employment Agreement (this "Addendum") is dated October 28, 2020, but made effective for all purposes as of October \_\_\_, 2020 (the "Effective Date"), between City of La Pine ("Employer"), an Oregon municipal corporation, whose address is 16345 Sixth Street, La Pine, Oregon 97739, and Geoff Wullschlager ("Employee"), whose address is \_\_\_\_\_.

RECITAL:

Employer and Employee are parties to a certain City Manager Employment Agreement dated October \_\_\_, 2020 (the "Agreement"), pursuant to which Employee has agreed to provide certain managerial and administrative services for and on behalf of Employer as Employer's city manager. Employer and Employee are entering into this Addendum to provide Employee a relocation allowance.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained in the Agreement and this Addendum, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Relocation/Moving Allowance. Employer will reimburse Employee an amount not to exceed \$2,500.00 (the "Relocation Allowance") for Employee's qualified personal moving and relocation expenses incurred by Employee on and after the Effective Date to relocate from Garibaldi, Oregon to La Pine, Oregon. Reimbursement will be made subject to and in accordance with the Internal Revenue Code and applicable regulations and guidelines issued thereunder. Employee will maintain accurate records of all moving and relocation expenses and will provide Employer original receipts for all reimbursable amounts. Employee must submit his receipts to Employer within sixty (60) days after completion of Employee's relocation to La Pine, Oregon (but in any event no later than January 31, 2021). If, during the period commencing on the Start Date (as defined below) and ending on the first year anniversary of the Start Date, Employee's employment is terminated under Section 4.1(c) or Section 4.2 of the Agreement, Employee will immediately reimburse Employer for any Relocation Allowance Employer provided or paid Employee. Notwithstanding anything contained in the Agreement and/or this Addendum to the contrary (including, without limitation, Sections 2.1 and 2.2 of the Agreement), Employee's first day of employment with Employer (and the date on which Employee will begin receiving compensation and/or employment benefits (subject to the terms of the Agreement) under the Agreement)) is November 2, 2020 (the "Start Date").

2. Obligations Affirmed. Employer and Employee affirm and reaffirm to each other each of the representations, warranties, covenants, and agreements set forth in the Agreement, except as modified, amended, and/or supplemented by this Addendum, with the same force and effect as if each were separately stated in, and made part of, this Addendum. Except as modified, amended, and/or supplemented by this Addendum, all the provisions of the Agreement are hereby ratified and reaffirmed. This Addendum will not be construed as a release of any liability and/or obligation under the Agreement, and each party will continue to be liable under the Agreement. Any further modification of the Agreement will require the parties' mutual written agreement.

3. Miscellaneous. This Addendum is hereby made part of the Agreement. The provisions of the Agreement that are not amended and/or modified by this Addendum remain unchanged and in full force and effect. The parties' execution of this Addendum will not be construed as an actual or implied waiver of any condition or obligation contained in the Agreement. This Addendum may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement. If any provision contained in this Addendum is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining provisions will not be affected, and the rights and obligations of the parties will be construed and enforced as if this Addendum did not contain the provision held to be invalid. This Addendum and the Agreement represent the complete, exclusive, and final understanding of the parties with respect to the subject matter of this Addendum. All prior and contemporaneous agreements, discussions, understandings, and negotiations, whether written or oral, express or implied, are merged herein, and to the extent inconsistent herewith, are of no further force and effect. No addition, modification, amendment, and/or alteration to this Addendum will be effective against the parties unless specifically agreed upon in writing and signed by the parties.

4. Legal Representation. The law firm of Bryant, Lovlien & Jarvis, P.C. of Bend, Oregon ("Law Firm") has been employed by Employer to prepare this Addendum. Employee acknowledges that Law Firm represents only Employer in connection with the preparation and negotiation of this Addendum. Employee has thoroughly reviewed this Addendum with its own independent legal counsel or has knowingly and voluntarily waived his right to do so.

IN WITNESS WHEREOF, the parties have caused this Addendum to be binding and effective for all purposes as of the Effective Date.

EMPLOYER:  
City of La Pine,  
an Oregon municipal corporation

EMPLOYEE:

\_\_\_\_\_  
By: Daniel L. Richer, Mayor

\_\_\_\_\_  
Geoff Wullschlager

Dated: October \_\_\_, 2020

Dated: October \_\_\_, 2020



PO Box 616  
51429 Huntington Road  
La Pine OR 97739  
541-536-9771  
director@lapine.org  
www.lapine.org

October 15, 2020

**BOARD  
OF  
DIRECTORS  
2020  
\*\*\*\*\***

City of La Pine  
TRT Report for 1st Quarter, FY 2020/2021

Greetings Mayor, Councilors, and City Manager:

**Jeremy Johnson  
President**

Dealing with the virus and subsequent shut-down was (and still is) unprecedented. No one expected the impact would be continuing into the fall.

**Rex Lesueur  
Vice - President**

The La Pine Chamber of Commerce has continued the role of clearing house for COVID information coming from the Governor's office as well as administrative duties for additional grants being made available to small businesses.

**Aron Schofield  
Treasurer**

**Mary Thorson  
Secretary**

We made the hard decision to postpone the publishing of the 2020 Visitor Guide until 2021. And we are now actively approaching businesses to commit to the March 2021 guide, and have had tremendous response. Most businesses ended up with an encouraging tourist season and are looking to the future. Our brochure we made as a replacement is now so popular, it is our intention to make it a standard offering and print more for next year.

**Gina Turner**

**Tiffany Zeiler**

**Alexander Nelson**

We are learning how we can have some of more popular events and plan them around all the COVID guidelines. Our focus is now to help our local businesses work thru the guidelines and stay open into the coming seasons.

**Danielle Baughman**

**Executive  
Director  
Ann Gawith**

Visitor count was certainly robust, though it seemed they stayed in the campgrounds more than years past. The brochure racks we keep on the outside of the building were continuously being emptied. We track the number of state maps we put out as they seem to be a good indicator of the kind of traffic we get when the Visitor Center is not open; we gave out 348. We sent Visitor brochures to 22 states and gave out 15 welcome bags to new residents.

**Executive  
Assistant  
Teri Myers**

**La Pine Chamber of Commerce**  
**Profit & Loss**  
 July through September 2020

	<u>Jul - Sep 20</u>
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
<b>Chamber Income</b>	
<b>General Operating</b>	
<b>Membership</b>	
New Membership	2,036.00
Renewals	7,481.13
<b>Total Membership</b>	<u>9,517.13</u>
<b>Total General Operating</b>	<u>9,517.13</u>
<b>Total Chamber Income</b>	9,517.13
<b>Program Income</b>	
<b>Breakfast</b>	
Breakfast Club	1,224.00
Regular Attendance	268.00
<b>Total Breakfast</b>	<u>1,492.00</u>
<b>Events</b>	
Miscellaneous Events	0.00
<b>Total Events</b>	<u>0.00</u>
<b>Facilities Income</b>	
Frontier Days Assoc	750.00
KNCP Radio	450.00
Wise Buys	225.00
<b>Total Facilities Income</b>	<u>1,425.00</u>
<b>Other Program Income</b>	
Printing	2.40
Weekly Buzz Sponsors*	450.00
<b>Total Other Program Income</b>	<u>452.40</u>
<b>Total Program Income</b>	3,369.40
<b>Visitor Center Income</b>	
<b>Resale Items*</b>	
Merchandise	-499.11
Paid to Venders	-1,694.70
Sales	3,018.81
<b>Total Resale Items*</b>	<u>825.00</u>
TRT from City of La Pine	16,500.00
Visitors Guide 2020	6,550.00
<b>Total Visitor Center Income</b>	<u>23,875.00</u>
<b>Total Income</b>	<u>36,761.53</u>
<b>Gross Profit</b>	36,761.53
<b>Expense</b>	
<b>Chamber Expense</b>	
<b>Facilities</b>	
<b>Facilities</b>	
Cascade Natural Gas	46.27
Electric*	433.00

**La Pine Chamber of Commerce**  
**Profit & Loss**  
 July through September 2020

	<b>Jul - Sep 20</b>
Garbage Recycling	54.54
Rent*	2,700.00
<b>Total Facilities</b>	<b>3,233.81</b>
<b>Total Facilities</b>	3,233.81
<b>General Operating</b>	
<b>Insurance</b>	
Business Auto & GL	38.29
Directors & Officers	279.90
Other	140.03
W/C	99.71
<b>Total Insurance</b>	<b>557.93</b>
<b>Miscellaneous Operations</b>	
Accounting Fee	840.00
Advertising-Chamber activities	154.65
Awards, scholarship/Plaquestags	1,099.00
Bank Service Charges	27.00
Contract Services	301.35
Credit Card Fees	92.35
Mailing Expense-Chamber activit	44.00
Memberships-Chamber activities	175.00
Miscellaneous-other	125.00
Volunteer Appreciation	7.60
Website Maint. & Deveopment-40%	125.68
<b>Total Miscellaneous Operations</b>	<b>2,991.63</b>
<b>Office Equipment &amp; Supplies</b>	
Equipment Repair	4.78
General Supplies	270.09
Printer Lease	246.61
Printing Costs	113.41
<b>Total Office Equipment &amp; Supplies</b>	<b>634.89</b>
<b>Total General Operating</b>	<b>4,184.45</b>
<b>Payroll Expenses 40%</b>	
Administrative Assistance	1,384.47
Executive Director (Part time)	3,300.25
Office Staff-part time	740.36
Payroll Taxes	1,712.65
<b>Total Payroll Expenses 40%</b>	<b>7,137.73</b>
<b>Program Expense</b>	
Advertising Events	125.00
<b>Total Program Expense</b>	<b>125.00</b>
<b>Total Chamber Expense</b>	<b>14,680.99</b>
<b>Visitor's Center Expenses</b>	
<b>Program Expense</b>	
Advertising	1,714.75
Payroll Expense 60%	

**La Pine Chamber of Commerce**  
**Profit & Loss**  
 July through September 2020

	<b>Jul - Sep 20</b>
*Payroll Tax Expenses	2,571.43
Administrative Assistant	2,076.66
Executive Director	4,950.34
Office Staff-part time	1,109.55
Total Payroll Expense 60%	10,707.98
Visitor Guide 2019	
Ad Sales Compensation	1,421.00
Total Visitor Guide 2019	1,421.00
Visitors Guide 2020	
Visitors Guide Miscellaneous	155.07
Total Visitors Guide 2020	155.07
Website	188.52
Total Program Expense	14,187.32
Total Visitor's Center Expenses	14,187.32
Visitor's General Operating	
Insurance	
Business Auto & GL	153.19
Directors & Officers	44.83
Other	57.44
WC*	149.55
Total Insurance	405.01
Miscellaneous Operations	
Accounting Fees	1,260.00
Bank Svc Charges	6.74
Contract Services	354.15
Credit Card Processing	86.76
Membership Dues	475.00
Visitor Packets Mailing	33.00
Volunteer Appreciation	11.40
Total Miscellaneous Operations	2,227.05
Office Equip & Supplies - 60%	
Equipment Repair*	7.16
General Supplies	269.74
Printer Lease	350.90
Printing Cost	170.09
Total Office Equip & Supplies - 60%	797.89
Total Visitor's General Operating	3,429.95
Total Expense	32,298.26
Net Ordinary Income	4,463.27
Other Income/Expense	
Other Income	
Interest from Checking Account	5.01
Interest from Savings - 8305797	1.26
Other Income-misc	
Misc Account Income	7,500.00

**La Pine Chamber of Commerce**  
**Profit & Loss**  
July through September 2020

	<u>Jul - Sep 20</u>
Total Other Income-misc	<u>7,500.00</u>
Total Other Income	7,506.27
Other Expense	
Misc Expense account	<u>223.10</u>
Total Other Expense	<u>223.10</u>
Net Other Income	7,283.17
Net Income	<u><u>11,746.44</u></u>

**La Pine Chamber of Commerce Visitor Center**  
**Summary of Profit Loss Financial Report**  
**1st Quarter \* July - September 2020**

**INCOME**

TRT from City of La Pine	\$16,500.00
Resale Items Total *	\$825.00
* Reflects sales, vendor payments & merchandise bought	
Visitor Guide 2020	<u>\$6,550.00</u>
<b><u>TOTAL INCOME</u></b>	<b>\$23,875.00</b>
Hold-over	<u>-\$6,505.32</u>
<b>TOTAL</b>	<b>\$17,369.68</b>

**EXPENSES PAID**

	<b><u>Total Paid</u></b>	<b><u>TRT Funds used</u></b>	<b><u>% paid by TRT</u></b>
Advertising - General	\$1,714.75	\$1,714.75	100.00%
Crater Lake Country, American Road Mag, Eagle			
Grants - none	\$0.00	\$0.00	100.00%
Payroll Taxes & Expenses	\$4,284.08	\$2,571.43	60.00%
Salaries - Executive Director	\$8,250.59	\$4,950.34	60.00%
Salaries - Administrative Assist.	\$3,461.13	\$2,076.66	60.00%
Salaries - Part-time Staff	\$1,849.91	\$1,109.55	60.00%
Rent	\$2,700.00	\$2,025.00	65.00%
* Includes all utilities & garbage, phone, internet, maintenance, snowplowing, etc.			
Insurance - Genl. Liability/WC/Auto	\$962.94	\$405.01	60.00%
Accounting Fees	\$2,100.00	\$1,260.00	60.00%
Credit Card Processing, bank charges	\$206.11	\$93.50	45.00%
Contract Services (tax prep.etc.)	\$655.55	\$354.15	45.00%
Volunteer Appreciation	\$19.00	\$11.40	60.00%
Office Equip. & Supplies, repairs	\$551.77	\$276.90	40.00%
Printer Lease	\$597.51	\$350.90	60.00%
Copies	\$220.50	\$170.09	60.00%
<b><u>EXPENSE TOTALS</u></b>	<b>\$27,573.84</b>	<b>\$17,369.68</b>	<b>Avg. 55%</b>