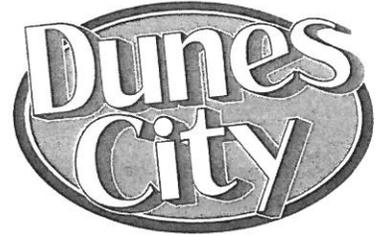


Dunes City Council ~ Special Session



Tuesday, November 21, 2017 ~ 3:30 pm

The meeting will adjourn not later than 6:00 pm. If agenda items are not completed, the meeting will continue the next Tuesday at 3:30 pm.

AGENDA

1. **Call to Order**..... Mayor Robert Forsythe
2. **Roll Call** City Administrator
3. **Pledge of Allegiance to the Flag**..... Mayor Robert Forsythe
4. **Motion to Approve the Agenda**..... **Action Item**
5. **Announcements / Correspondence**

6. **Citizen Input on Items not listed on the Agenda**

Maximum time 20 minutes: Speakers will be limited to three minutes. If the number wishing to testify exceeds seven speakers, each speaker's time may be reduced to fit within 20 minutes.

7. **Old Business**
 - A. Appointment of Individual to finish the remaining City Councilor term of Robert Forsythe..... **Discussion/Action Item**
(Term ending January 9, 2019)
 - B. Appointment of Representative to Lane ACT **Discussion/Action Item**

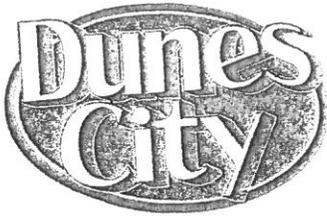
8. **New Business**
 - A. Request for engineering of drainage issue..... **Discussion/Action Item**
 - B. Agreement for Use of Water Right Under Shared Domestic Water Supply Program between Dunes City and South Coast Water District **Discussion/Action Item**
 - C. POW-MIA Flag mandate **Discussion/Action Item**

9. **Public Hearings.** None.
10. **Executive Session.** None.
11. **For the Good of the Order**
12. **Adjournment**

The meeting will adjourn not later than 6:00 pm. If agenda items are not completed, the meeting will continue on the following Tuesday at 3:30 pm.

Dunes City Hall is accessible to the disabled. If special accommodations are needed, please contact the City Recorder at 541-997-3338 at least 48 hours in advance of the meeting so that appropriate assistance may be arranged.

Phone (541) 997-3338 • Fax (541) 997-5751 • PO Box 97, Westlake, OR 97493
82877 Spruce St • www.dunescity.com



cc 11-8-2017 9-A
 DUNES CITY • 82877 Spruce St, Florence, OR 97439
 PO Box 97, Westlake, OR 97493
 Phone: (541) 997-3338 • Fax: (541) 997-5751

COMPLAINT FORM

Pursuant to Dunes City Nuisance Ordinance No. 219 & 220
 (Please print all except signature)

COMPLAINANT:

Name: TOM MALLEN Date: 9/14/17
 Phone: (541) 991-3227 Best Time to Call: Noon - 6 PM
 Address: 5555 CLEARWATER COVE WAY

SUBJECT OF COMPLAINT (name and address, if known):

Name: SELF Phone: _____
 Address: _____

NATURE OF COMPLAINT:

EXTREME EROSION OF MY LAND BY WATER CAUSED BY IMPROPER/LACK OF DRAINAGE OF PAVED CLEARWATER COVE WAY. DITCHES NEED TO BE DUG ON BOTH SIDES OF ROAD. NEIGHBORS NEED TO BE MADE TO COMPLY WITH CODE - INSTALLING DRIVEWAY CULVERTS. ROAD PAVEMENT HAS LITTLE TO NO "CROWN" NEEDS REPAVED. WANT ENGINEER TO LOOK AT

(If more space needed, continue description of complaint on back.)

COMPLAINTS PER NUISANCE ORDINANCE #219 & 220

1. ANIMALS
2. PUBLIC SAFETY (Unsafe Buildings)
3. VEHICLES (Discarded / Inoperable)
4. PUBLIC HEALTH (Debris accumulation/stagnant water/pollution of a body of water/unsanitary conditions.)
5. PUBLIC PEACE (Unreasonable Noise)
6. OTHER (Unenumerated nuisances)

Tom Mallen
 Complainant Signature

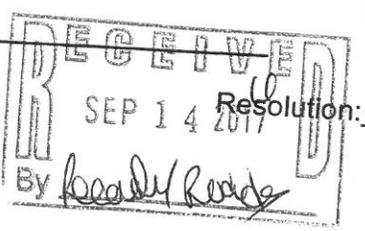
9/14/17
 Date

Received By: Steve

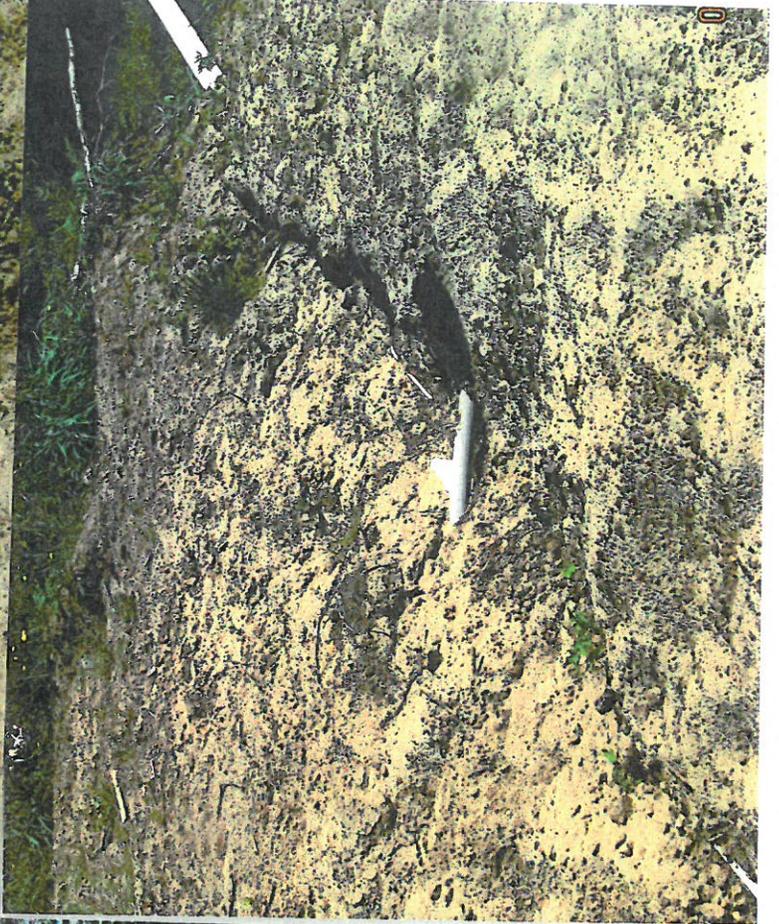
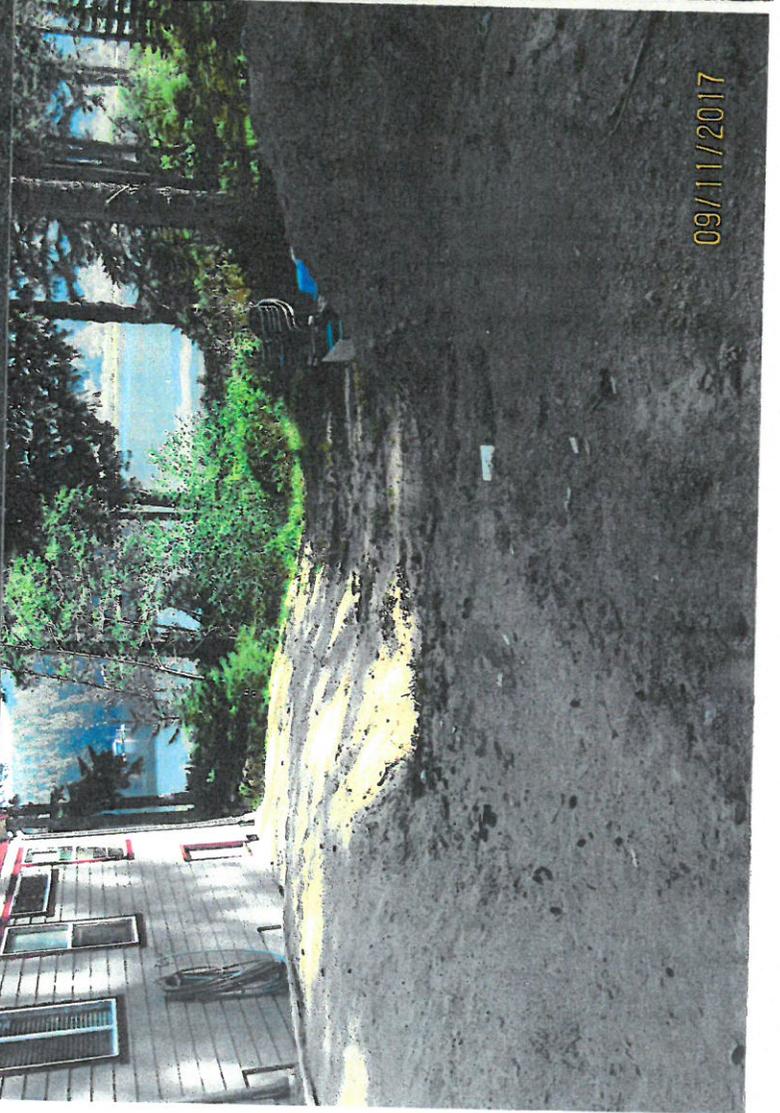
9-14-17
 Date

Title: _____

See Back
 Rev. 10/30/2013



19-11-23-10-77m



MALLEN COMPLAINT 2017



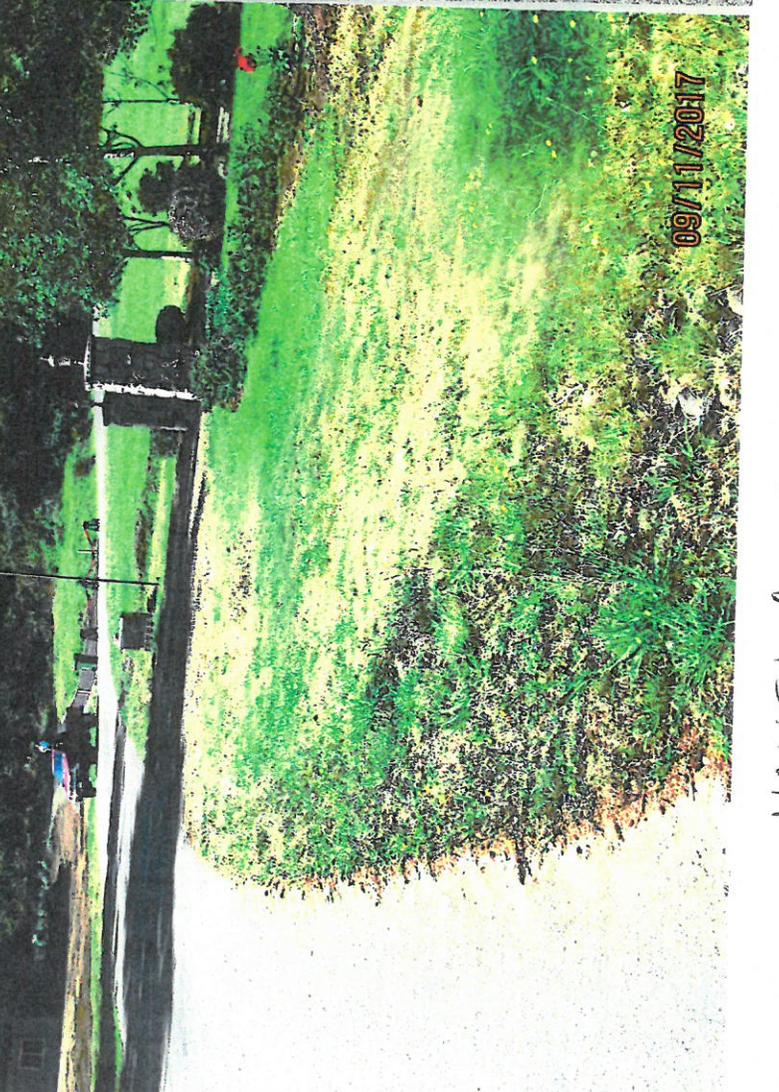
MALLEN COMPLAINT 2017



MALLEN COMPLAINT 2017



MALLEN COMPLAINT 2017



MALLEN COMPLAINT 2017

**AGREEMENT FOR USE OF WATER RIGHT
UNDER THE SHARED DOMESTIC WATER SUPPLY PROGRAM
OF DUNES CITY, OREGON**

This Agreement, made and entered into this _____ day of _____, 20____, by and between DUNES CITY, an Oregon Municipal Corporation (“City”), and SOUTH COAST WATER DISTRICT, INC., an Oregon Corporation, of 30086 Federal Lane, Eugene, Lane County, Oregon, a Water Distribution Company as defined in Dunes City Code Chapter 51, Section 51.20 (“Applicant”);

RECITALS

WHEREAS, the City is the holder of Oregon State Department of Water Resources permit number S-33923 (Application No. 45456) for the diversion of water from Woahink Lake for domestic use expanded (“City Water Right”); and

WHEREAS, Applicant is a Water Distribution Company as defined in Dunes City Code, Chapter 51, Section 51.20, that delivers domestic water services to numerous property owners within the jurisdictional limits of the City of Dunes City; and

WHEREAS, Applicant is desirous of using a portion of City Water Right for expanded domestic uses to its customers in accordance with Dunes City Code, Chapter 51, entitled Shared Domestic Water Right Program; and

WHEREAS, the City is desirous of allowing Applicant to share in the use of its City Water Right under certain circumstances; and

WHEREAS, the City has granted Applicant the right to the shared use of the City Water Right in accordance with the terms hereof; and

WHEREAS, the City finds it is in the best interests of its residents to allow Applicant to participate in its Shares Domestic Water Supply Program;

AGREEMENT

NOW, THEREFORE, in consideration of the covenants and conditions herein contained, and the sum of SEVEN HUNDRED DOLLARS (\$700.00), as and for an application fee, and the further sum of EIGHT THOUSAND FIVE HUNDRED DOLLARS (\$8,500.00), as for the hook up fee of ONE HUNDRED DOLLARS (\$100.00) per parcel for each of the EIGHTY-FIVE (85) initial parcels to which water services will be delivered, said parcels identified in Exhibit A attached hereto and incorporated by reference herein (“Property” or “Properties”), for the total sum of NINE THOUSAND TWO HUNDRED DOLLARS (\$9,200.00), the receipt whereof is hereby acknowledged by the City, the parties hereto agree as follows:

1. TERM. The provisions of this Agreement will commence upon date of execution hereof and shall continue as an appurtenance to the Property in perpetuity or until such time as it is terminated as described herein.

2. NO GUARANTEE OF QUANTITY OR QUALITY OF WATER. Applicant, for itself and its customers, specifically understands and agrees that the allowance to use the City Water Right is not a guarantee of the amount or quality of the water available for use. Applicant’s use is conditioned on City maintaining the City Water Right and the water source for the City Water Right being able to accommodate continued use. Applicant’s use is further

conditioned upon adherence to City laws and regulations related to the City Water Right, as such laws and regulations may be amended from time to time, including water rationing.

3. **RESTRICTIONS ON USE.** Applicant, for itself and its customers, declares and agrees that there will be only one point of diversion for the distribution and use of water by Applicant's customers on property within the jurisdiction limits of the City of Dunes City. For purposes of this Agreement, domestic use expanded means the use of water for human consumption, household purposes, domestic animal consumption that is ancillary to residential use of the property or related accessory uses, together with watering up to one-half (1/2) acre of lawn or noncommercial garden. Applicant, for itself and its customers, agrees to only use the water for the permitted uses in accordance with the laws, rules and regulations of the State of Oregon, the County of Lane, and the City of Dunes City, and will be compatible with local comprehensive land use plans. Applicant further agrees, for itself and its customers, to the extent reasonably within the control of Applicant, to not waste water.

4. **DELIVERY TO ADDITIONAL PARCELS.** Applicant agrees that as new hook-ups are added to Applicant's service area, that Applicant will notify City of the address to which water will be delivered within Thirty (30) days of establishment of said new hook-up, and to pay to City the sum of ONE HUNDRED DOLLARS (\$100.00) for each new hook-up added to Applicant's service area.

5. **WATER MEASUREMENT.**

a. The parties hereto understand and agree that the City Water Right requires the measurement of all water usage and Applicant agrees that all water usage will be measured.

b. Applicant acknowledges and agrees that the Applicant will cause the installation of a water meter at the point of diversion and to provide to the City a survey, prepared by an Oregon Licensed surveyor, identifying the location of the point of diversion, including latitude, longitude, northing and easting. Applicant agrees to acquire and install the a water meter not less than Two Inches (2") in diameter at Applicant's own cost and expense. Applicant further agrees to read such meter monthly, and to disconnect the water flows in the event of termination of this Agreement and cancellation of the permit. Applicant understands and agrees that City may read said meter at City's own cost and expense and will allow City's representative access to the meter for such purpose. City agrees to provide notice to Applicant when water measurement will be done.

c. Applicant further agrees to read and submit monthly water meter readings to the City, in writing, either in person, by regular mail, facsimile transmission or by email. Applicant further understands and agrees that failure to provide the monthly water meter readings may result in termination of this Agreement and cancellation of the permit to use the water as provided herein.

6. **WATER METERS.** Applicant agrees to ensure the installation of the water meter shall be in a location that is easily accessible and able to be read. Applicant further agrees to maintain the water meter in such a way that it is not covered by debris or vegetation, but is easily accessible. Applicant further agrees to notify the City immediately in the event Applicant suspects a problem or malfunction with the water meter.

7. **ADMINISTRATION FEES.** Applicant agrees to pay any and all administration fees assessed by the City within Thirty (30) days of the date of invoice. Applicant further acknowledges and agrees that failure to pay said administration fees may result in termination of this Agreement and cancellation of the permit to use the water as provided herein.

8. TERMINATION FOR CONVENIENCE. This Agreement may be terminated by mutual written consent of the parties.

9. TERMINATION FOR CAUSE. In the event of a breach of this Agreement by Applicant, the City will deliver Notice of Breach of Agreement to Applicant. Applicant will be allowed Fifteen (15) calendar days within which to correct the breach described in said notice. If the breach is not corrected within the time frame provided, the City will deliver Notice of Intent to Terminate Agreement and Permit for Use of Water. Applicant will have Ten (10) calendar days within which to correct the breach. If Applicant fails to correct the breach within the time frame allotted, this Agreement shall terminate and the permit to use the City Water Right will be cancelled. The City may then enter onto the property and disconnect the water service or report the non-permitted water use to the State of Oregon, Department of Water Resources.

10. TERMINATION FOR NON-USE. In the event that Applicant ceases using its water meter and use of the City Water Right for a period of 90 consecutive calendar days, the City may provide notice of termination to Applicant. Unless use is restarted within 30 days after such notice, the City may terminate this agreement and remove Applicant's water meter at Applicant's expense.

11. NOTICE. All notices provided for under this Agreement shall be in writing and shall be deemed to be duly served: 1) on the date of delivery if delivered in person; 2) on the day after deposit if delivered by overnight courier; or 3) Three (3) days after deposit if delivered by placing in the U.S. mail, first-class, postage prepaid. All notices shall be addressed as follows, except that either party may change their notice address at any time by delivering written notice of the new address to the other party.

CITY:

DUNES CITY
P. O. BOX 97
WESTLAKE, OR 97493-0097
PHONE: 541-997-3338

APPLICANT(S)

SOUTH COAST WATER DISTRICT, INC.
30086 FEDERAL LANE
EUGENE, OR 97402
PHONE: 541-342-1718

12. INDEMNITY. Applicant agrees that in consideration of the use of the City Water Right, Applicant shall defend, indemnify and hold harmless, jointly with other permittees, or severally from other permittees, the City and its officers, employees, agents, and representative from and against any and all claims of injury, damage, loss and expense, including reasonable attorneys' fees, at trial and on appeal, and costs of suit arising out of or resulting from negligent or willfully misconduct associated with the issuance of the permit or the terms of this Agreement, including but not limited to the placement, maintenance, and monitoring of the water meter.

13. ASSIGNMENT. In the event of the sale or transfer of the business interest of Applicant to new ownership, Applicant agrees to notify the City of the name and address of the new owner(s) and provide a final meter reading. Assignment is conditioned upon the assignee contacting the City and entering into a new water use agreement for continued use of the City Water Right.

14. GOVERNING LAW. This Agreement is to be governed by and under the laws of the State of Oregon and applicable rules and regulations of the City of Dunes City.

15. CONSENT TO JURISDICTION. The parties hereby consent to jurisdiction of the Lane County Circuit Court, Lane County, Oregon, over all legal matters pertaining to this Agreement, including, but not limited to, its enforcement, interpretation or rescission.

16. ATTORNEY FEES. In any litigation or arbitration between the parties arising from or in any way pertaining to the interpretation or enforcement of this Agreement, including any action for rescission of this Contract, the prevailing party shall be entitled to recover, as a part of any arbitration award or judgment, the party's costs and reasonable attorneys' fees incurred in connection with such proceeding, at hearing or trial and on appeal.

17. ENTIRE AGREEMENT. This Agreement shall be the exclusive Agreement between the parties. No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of both parties, except as otherwise authorized herein.

18. SEVERABILITY. If any provision of this Agreement is held by any court of competent jurisdiction to be invalid, such invalidity will not affect any other provisions of this Agreement and this Agreement will be construed as if the invalid provision had never been included in the Agreement.

19. NO THIRD PARTY BENEFICIARIES. None of the duties or obligations of any party under this Agreement shall in any way or in any manner be deemed to create any rights in any person or entity other than the parties hereto.

20. NON-WAIVER. The failure of a party to enforce any provision of this Agreement shall not constitute a waiver by a party of that or any other provision.

21. PARAGRAPH HEADINGS. Paragraph headings are used solely for convenience and are not to be used on construing or interpreting this Agreement.

22. SIGNATURES. This Agreement is not effective unless and until it is approved, signed and dated by an authorized representative of each party. Each person executing this Agreement on behalf of a party to this Agreement hereby covenants that he or she is duly authorized by that party to bind that party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above-written.

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[Signatures follow on next page.]

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CITY OF DUNES CITY

SOUTH COAST WATER DISTRICT, INC., APPLICANT

BY: _____
ROBERT FORSYTHE, MAYOR

BY: _____
RANDALL A. REITZ, President

ATTEST:

Jamie L. Mills, City Administrator

State of Oregon)
 ss.
County of Lane)

On this ____ day of _____, 20____, before me, _____, a Notary Public in and for the County and State aforesaid, personally appeared ROBERT FORSYTHE, known or proven by competent authority to be the person described in and who executed the foregoing instrument, and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

NOTARY PUBLIC
My Commission Expires: _____

State of Oregon)
 ss.
County of Lane)

On this ____ day of _____, 20____, before me, _____, a Notary Public in and for the County and State aforesaid, personally appeared RANDALL A. REITZ, known or proven by competent authority to be the person described in and who executed the foregoing instrument, and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

NOTARY PUBLIC
My Commission Expires: _____

Authorized Place of Use:

Township		Range		Meridian	Sec	¼ ¼	
19	S	12	W	W.M.	11	SW	NE
19	S	12	W	W.M.	11	SE	NW
19	S	12	W	W.M.	11	NE	SW
19	S	12	W	W.M.	11	SE	SW
19	S	12	W	W.M.	11	NE	SE
19	S	12	W	W.M.	11	NW	SE
19	S	12	W	W.M.	11	SW	SE
19	S	12	W	W.M.	11	SE	SE
19	S	12	W	W.M.	13	SW	SW
19	S	12	W	W.M.	14	NE	NE
19	S	12	W	W.M.	14	NW	NE
19	S	12	W	W.M.	14	SW	NE
19	S	12	W	W.M.	14	SE	NE
19	S	12	W	W.M.	14	NE	NW
19	S	12	W	W.M.	14	NE	SW
19	S	12	W	W.M.	14	SW	SW
19	S	12	W	W.M.	14	SE	SW
19	S	12	W	W.M.	14	NE	SE
19	S	12	W	W.M.	14	NW	SE
19	S	12	W	W.M.	14	SW	SE
19	S	12	W	W.M.	14	SE	SE
19	S	12	W	W.M.	15	SW	SE
19	S	12	W	W.M.	15	SE	SE
19	S	12	W	W.M.	22	NE	NE
19	S	12	W	W.M.	22	NW	NE
19	S	12	W	W.M.	22	SW	NE
19	S	12	W	W.M.	22	SE	NE
19	S	12	W	W.M.	22	SE	SW
19	S	12	W	W.M.	22	NW	SE
19	S	12	W	W.M.	22	SE	SE
19	S	12	W	W.M.	23	NE	NE
19	S	12	W	W.M.	23	NW	NE
19	S	12	W	W.M.	23	SW	NE
19	S	12	W	W.M.	23	SE	NE
19	S	12	W	W.M.	23	NE	NW

Township		Range		Meridian	Sec	¼ ¼	
19	S	12	W	W.M.	23	NW	NW
19	S	12	W	W.M.	23	SW	NW
19	S	12	W	W.M.	23	SE	NW
19	S	12	W	W.M.	23	NE	SW
19	S	12	W	W.M.	23	NW	SW
19	S	12	W	W.M.	23	SW	SW
19	S	12	W	W.M.	23	SE	SW
19	S	12	W	W.M.	23	NE	SE
19	S	12	W	W.M.	23	NW	SE
19	S	12	W	W.M.	23	SW	SE
19	S	12	W	W.M.	23	SE	SE
19	S	12	W	W.M.	24	NW	NW
19	S	12	W	W.M.	24	SW	NW
19	S	12	W	W.M.	25	NW	NW
19	S	12	W	W.M.	26	NE	NE
19	S	12	W	W.M.	26	NW	NE
19	S	12	W	W.M.	26	SW	NE
19	S	12	W	W.M.	26	NE	NW
19	S	12	W	W.M.	26	NW	NW
19	S	12	W	W.M.	26	SW	NW
19	S	12	W	W.M.	26	SE	NW
19	S	12	W	W.M.	27	NE	NE
19	S	12	W	W.M.	27	NW	NE
19	S	12	W	W.M.	27	SW	NE
19	S	12	W	W.M.	27	SE	NE
19	S	12	W	W.M.	27	NE	NW
19	S	12	W	W.M.	27	NW	SE
19	S	12	W	W.M.	27	SW	SE
19	S	12	W	W.M.	27	SE	SE
19	S	12	W	W.M.	34	NW	NE
19	S	12	W	W.M.	34	SW	NE
19	S	12	W	W.M.	34	NE	NW
19	S	12	W	W.M.	34	NW	NW
19	S	12	W	W.M.	34	SW	NW

3. Application T-9854 proposes to add the following additional points of diversion to the permit:

Township	Range	Meridian	Sec	¼ ¼	POD#	Northing	Easting	Lat.	Long.			
19	S	12	W	W.M.	22	SE	SE	166	834806	3970345	43°54'03.5739"N	124°06'31.9678"W
19	S	12	W	W.M.	14	SE	SE	167	840238.2	3976496.5	43°54'59.7806"N	124°05'11.2017"W
19	S	12	W	W.M.	23	NE	SW	168	836164.1	3972880.7	43°54'18.0512"N	124°05'58.1632"W
19	S	12	W	W.M.	22	SE	SE	169	834806	3970345	43°54'03.5739"N	124°06'31.9678"W
19	S	12	W	W.M.	22	SE	NE	170	837769	3970599	43°54'32.9168"N	124°06'30.2449"W
19	S	12	W	W.M.	14	NE	NE	171	843855.2	3975934.8	43°55'35.2308"N	124°05'20.9857"W
19	S	12	W	W.M.	14	NE	SE	172	841120.1	3975892.5	43°55'08.2266"N	124°05'19.9621"W
19	S	12	W	W.M.	14	SW	SE	173	840029	3975064	43°54'57.1104"N	124°05'30.6318"W
19	S	12	W	W.M.	14	NW	SE	174	841236.1	3974933.8	43°55'08.9653"N	124°05'33.1162"W
19	S	12	W	W.M.	22	SE	SE	175	834806	3970345	43°54'03.5739"N	124°06'31.9678"W
19	S	12	W	W.M.	23	NW	SW	176	836009	3972605	43°54'16.4039"N	124°06'01.8346"W
19	S	12	W	W.M.	14	NW	NE	177	843851.2	3975785.5	43°55'35.1282"N	124°05'23.0215"W
19	S	12	W	W.M.	27	NE	NE	178	834381	3971241	43°53'59.7616"N	124°06'19.4914"W
19	S	12	W	W.M.	14	NE	SE	179	841206.4	3976033.5	43°55'09.1378"N	124°05'18.0880"W
19	S	12	W	W.M.	14	SW	SE	180	840000.8	3974732.4	43°54'56.6917"N	124°05'35.1414"W
19	S	12	W	W.M.	23	NW	SW	181	836009	3972605	43°54'16.4039"N	124°06'01.8346"W
19	S	12	W	W.M.	14	NW	SE	182	841281	3974723.5	43°55'09.3193"N	124°05'36.0130"W
19	S	12	W	W.M.	22	SE	SE	183	834683.7	3971082.1	43°54'02.6807"N	124°06'21.8376"W
19	S	12	W	W.M.	14	NW	SE	184	841170.4	3975331.3	43°55'08.4854"N	124°05'27.6518"W
19	S	12	W	W.M.	11	NE	SW	185	847531.7	3974594.9	43°56'10.9381"N	124°05'41.4331"W
19	S	12	W	W.M.	22	NE	NE	186	839863.1	3970886.3	43°54'53.7007"N	124°06'27.5559"W
19	S	12	W	W.M.	27	NE	NE	189	834381	3971241	43°53'59.7616"N	124°06'19.4914"W
19	S	12	W	W.M.	14	NW	SE	190	842156.1	3974747.1	43°55'17.9636"N	124°05'36.2038"W
19	S	12	W	W.M.	15	SE	SE	191	841002.4	3971443	43°55'05.1784"N	124°06'20.6275"W
19	S	12	W	W.M.	14	SW	NE	192	843358.6	3974963.6	43°55'29.9199"N	124°05'33.9531"W
19	S	12	W	W.M.	14	SE	SE	193	840183	3976500	43°54'59.2375"N	124°05'11.1217"W
19	S	12	W	W.M.	23	NE	SW	194	836444	3972750	43°54'20.7574"N	124°06'00.1112"W
19	S	12	W	W.M.	11	NW	SE	195	847348	3974630	43°56'09.1405"N	124°05'40.8461"W
19	S	12	W	W.M.	22	NE	NE	196	838686	3971320	43°54'42.2711"N	124°06'20.9442"W
19	S	12	W	W.M.	22	NE	NE	197	838686.3	3971320.4	43°54'42.2742"N	124°06'20.9389"W
19	S	12	W	W.M.	23	NE	NE	199	838952.3	3975985.6	43°54'46.8770"N	124°05'17.4227"W
19	S	12	W	W.M.	23	NE	NE	200	838615.7	3976305.9	43°54'43.6913"N	124°05'12.8542"W
19	S	12	W	W.M.	23	SE	NE	201	838325.5	3976636.3	43°54'40.9677"N	124°05'08.1751"W
19	S	12	W	W.M.	23	SE	NE	202	838257.8	3976814.5	43°54'40.3750"N	124°05'05.7034"W
19	S	12	W	W.M.	23	NE	SW	203	836164	3972880	43°54'18.0499"N	124°05'58.1727"W
19	S	12	W	W.M.	27	NE	NE	204	834381	3971241	43°53'59.7616"N	124°06'19.4914"W
19	S	12	W	W.M.	14	SW	SE	205	840000	3974732	43°54'56.6837"N	124°05'35.1464"W
19	S	12	W	W.M.	14	NW	SE	206	842148.6	3974945.4	43°55'17.9736"N	124°05'33.4925"W
19	S	12	W	W.M.	14	NW	SE	207	842201.4	3975089.7	43°55'18.5556"N	124°05'31.5536"W
19	S	12	W	W.M.	14	SW	SW	208	840980.4	3972200.5	43°55'05.2832"N	124°06'10.2750"W
19	S	12	W	W.M.	14	SE	SE	209	841072.3	3976103	43°55'07.8440"N	124°05'17.0608"W

Township	Range		Meridian	Sec	¼ ¼		POD#	Northing	Easting	Lat.	Long.	
19	S	12	W	W.M.	22	NE	NE	210	838621	3970260.3	43°54'41.1790"N	124°06'35.3688"W
19	S	12	W	W.M.	14	SW	SE	211	840029.2	3975064.1	43°54'57.1124"N	124°05'30.6306"W
19	S	12	W	W.M.	14	SW	SE	212	841054	3975606	43°55'07.4532"N	124°05'23.8341"W
19	S	12	W	W.M.	22	SW	NE	213	837845	3969965	43°54'33.3969"N	124°06'38.9422"W
19	S	12	W	W.M.	22	SE	NE	214	837440	3970610	43°54'29.6753"N	124°06'29.9012"W
19	S	12	W	W.M.	14	NW	SE	215	842298	3975111.9	43°55'19.5182"N	124°05'31.3072"W
19	S	12	W	W.M.	14	SW	SW	216	840766.9	3972310.8	43°55'03.2235"N	124°06'08.6440"W
19	S	12	W	W.M.	14	NW	SE	217	842298	3975111.9	43°55'19.5182"N	124°05'31.3072"W
19	S	12	W	W.M.	23	NW	SW	218	836009.3	3972605.7	43°54'16.4071"N	124°06'01.8252"W
19	S	12	W	W.M.	23	NW	SW	218a	835999.2	3972516.6	43°54'16.2696"N	124°06'03.0352"W
19	S	12	W	W.M.	23	SE	NW	219	837211.2	3972807.6	43°54'28.3516"N	124°05'59.7754"W
19	S	12	W	W.M.	14	NW	NE	220	843888	3975971	43°55'35.5698"N	124°05'20.5107"W
19	S	12	W	W.M.	14	SW	SW	221	840978.1	3971872.2	43°55'05.1210"N	124°06'14.7548"W
19	S	12	W	W.M.	23	NW	SW	222	835999	3972516	43°54'16.2674"N	124°06'03.0432"W
19	S	12	W	W.M.	23	SE	NW	223	837593.8	3973030.2	43°54'32.2210"N	124°05'56.9621"W
19	S	12	W	W.M.	23	SE	NW	224	837593.8	3973030.2	43°54'32.2210"N	124°05'56.9621"W
19	S	12	W	W.M.	23	NE	SW	225	837240	3972835	43°54'28.6474"N	124°05'59.4184"W
19	S	12	W	W.M.	23	SE	NW	226	837593.8	3973030.2	43°54'32.2210"N	124°05'56.9621"W
19	S	12	W	W.M.	14	NE	SE	227	841365.5	3976219.9	43°55'10.7864"N	124°05'15.6367"W
19	S	12	W	W.M.	14	NE	NE	228	843888	3975970.7	43°55'35.5697"N	124°05'20.5148"W
19	S	12	W	W.M.	23	NW	SW	229	836750	3972611	43°54'23.7176"N	124°06'02.1877"W
19	S	12	W	W.M.	23	SW	SW	230	835111	3972055	43°54'07.3101"N	124°06'08.8127"W
19	S	12	W	W.M.	23	SW	SW	231	835111	3972055	43°54'07.3101"N	124°06'08.8127"W
19	S	12	W	W.M.	22	SW	NE	232	837841.7	3970017	43°54'33.3864"N	124°06'38.2306"W
19	S	12	W	W.M.	23	NW	SW	233	835999	3972516	43°54'16.2674"N	124°06'03.0432"W
19	S	12	W	W.M.	23	SW	SW	234	835305	3972170	43°54'09.2730"N	124°06'07.3573"W
19	S	12	W	W.M.	22	SE	SE	235	834611	3971288	43°54'02.0509"N	124°06'18.9852"W
19	S	12	W	W.M.	22	SE	NE	236	837355.9	3970431.3	43°54'28.7695"N	124°06'32.2905"W
19	S	12	W	W.M.	23	NE	NW	237	838544	3973438	43°54'41.7693"N	124°05'51.9540"W
19	S	12	W	W.M.	23	NW	NE	238	839598.1	3975357.7	43°54'52.9832"N	124°05'26.3708"W
19	S	12	W	W.M.	22	NW	SE	239	837257	3970064	43°54'27.6374"N	124°06'37.2449"W
19	S	12	W	W.M.	11	NE	SW	240	847529.8	3974585.1	43°56'10.9152"N	124°05'41.5658"W
19	S	12	W	W.M.	14	NE	NE	241	843888	3975970	43°55'35.5694"N	124°05'20.5243"W
19	S	12	W	W.M.	23	NE	SW	242	837148	3972755	43°54'27.7057"N	124°06'00.4562"W
19	S	12	W	W.M.	14	NW	SE	243	842320	3975021.2	43°55'19.6968"N	124°05'32.5582"W
19	S	12	W	W.M.	14	SW	SE	244	840000.8	3974732.4	43°54'56.6917"N	124°05'35.1414"W
19	S	12	W	W.M.	14	NW	NE	245	843799.2	3975252.7	43°55'34.3896"N	124°05'30.2646"W
19	S	12	W	W.M.	27	NE	NE	246	834381	3971241	43°53'59.7616"N	124°06'19.4914"W
19	S	12	W	W.M.	14	NW	SE	247	841187.1	3975287.2	43°55'08.6315"N	124°05'28.2636"W
19	S	12	W	W.M.	11	SW	SE	248	846195.2	3974642.7	43°55'57.7717"N	124°05'39.9967"W
19	S	12	W	W.M.	14	NE	NE	249	844192.2	3975916.8	43°55'38.5483"N	124°05'21.4287"W
19	S	12	W	W.M.	14	SE	SE	250	839952.3	3976606.8	43°54'57.0064"N	124°05'09.5290"W
19	S	12	W	W.M.	23	NW	SW	251	837100	3972694	43°54'27.2062"N	124°06'01.2605"W

Township		Range		Meridian	Sec	¼ ¼		POD#	Northing	Easting	Lat.	Long.
19	S	12	W	W.M.	22	SE	NE	252	837827.2	3970362.8	43°54'33.3905"N	124°06'33.5027"W
19	S	12	W	W.M.	23	SW	SW	253	835305	3972170	43°54'09.2730"N	124°06'07.3573"W
19	S	12	W	W.M.	22	SW	SE	254	834764	3969953	43°54'02.9927"N	124°06'37.2922"W
19	S	12	W	W.M.	14	NW	NE	255	843849	3975780	43°55'35.1042"N	124°05'23.0953"W
19	S	12	W	W.M.	14	NW	NE	256	843849	3975780	43°55'35.1042"N	124°05'23.0953"W
19	S	12	W	W.M.	14	NE	NE	257	844160	3976021	43°55'38.2747"N	124°05'19.9873"W
19	S	12	W	W.M.	14	NE	NE	258	844160.9	3976021	43°55'38.2836"N	124°05'19.9879"W
19	S	12	W	W.M.	14	NE	SE	259	841206.4	3976033.5	43°55'09.1378"N	124°05'18.0880"W
19	S	12	W	W.M.	23	SE	NE	260	838238.3	3976936.9	43°54'40.2343"N	124°05'04.0215"W
19	S	12	W	W.M.	14	SW	SW	261	840922	3972261	43°55'04.7327"N	124°06'09.4149"W
19	S	12	W	W.M.	14	SE	SE	262	841073.8	3975766.2	43°55'07.7163"N	124°05'21.6590"W
19	S	12	W	W.M.	14	SW	SW	263	840952.8	3971828.8	43°55'04.8530"N	124°06'15.3323"W
19	S	12	W	W.M.	14	NE	SW	264	841732.4	3974256	43°55'13.5750"N	124°05'42.6591"W
19	S	12	W	W.M.	14	NE	SW	264a	841552.3	3974317.8	43°55'11.8242"N	124°05'41.7099"W
19	S	12	W	W.M.	23	NW	SW	265	836800	3972616	43°54'24.2131"N	124°06'02.1488"W
19	S	12	W	W.M.	23	SW	SW	266	835305	3972170	43°54'09.2730"N	124°06'07.3573"W
19	S	12	W	W.M.	14	SW	NE	267	843526.1	3975030.3	43°55'31.6008"N	124°05'33.1407"W
19	S	12	W	W.M.	22	SE	NE	268	837848.7	3970211.4	43°54'33.5382"N	124°06'35.5816"W
19	S	12	W	W.M.	27	NE	NE	269	834381	3971241	43°53'59.7616"N	124°06'19.4914"W
19	S	12	W	W.M.	14	SE	SE	270	839930.1	3976757.8	43°54'56.8512"N	124°05'07.4550"W
19	S	12	W	W.M.	22	NW	SE	271	836694	3969561	43°54'21.8684"N	124°06'43.7779"W
19	S	12	W	W.M.	14	NE	NE	272	844160	3976021	43°55'38.2747"N	124°05'19.9873"W
19	S	12	W	W.M.	23	SW	SW	273	835305.8	3972170.3	43°54'09.2811"N	124°06'07.3537"W
19	S	12	W	W.M.	14	SW	NE	274	842909.9	3974743.8	43°55'25.3997"N	124°05'36.6906"W
19	S	12	W	W.M.	14	NE	SE	275	841206	3976033	43°55'09.1336"N	124°05'18.0945"W
19	S	12	W	W.M.	14	SE	SE	276	840564.2	3976356.9	43°55'02.9381"N	124°05'13.2979"W
19	S	12	W	W.M.	14	SE	SE	277	840180.9	3976496.7	43°54'59.2154"N	124°05'11.1655"W
19	S	12	W	W.M.	14	NE	NE	278	843888	3975970	43°55'35.5694"N	124°05'20.5243"W
19	S	12	W	W.M.	14	NE	SE	279	841120	3975892	43°55'08.2254"N	124°05'19.9689"W
19	S	12	W	W.M.	23	SE	NE	279a	838238	3976936	43°54'40.2310"N	124°05'04.0336"W
19	S	12	W	W.M.	27	NW	NE	280	834507.3	3969514.1	43°54'00.2731"N	124°06'43.1301"W
19	S	12	W	W.M.	27	NW	NE	281	834569.8	3968730.7	43°54'00.5560"N	124°06'53.8567"W
19	S	12	W	W.M.	27	NW	NE	283	834583	3968544	43°54'00.6067"N	124°06'56.4121"W
19	S	12	W	W.M.	27	NE	NE	284	834381	3971241	43°53'59.7616"N	124°06'19.4914"W
19	S	12	W	W.M.	27	NE	NE	285	834381	3971241	43°53'59.7616"N	124°06'19.4914"W
19	S	12	W	W.M.	24	NW	NW	286	839000	3977466	43°54'47.9733"N	124°04'57.2452"W
19	S	12	W	W.M.	23	SE	NW	287	837397	3972907	43°54'30.2270"N	124°05'58.5279"W
19	S	12	W	W.M.	23	NE	SW	288	837148	3972755	43°54'27.7057"N	124°06'00.4562"W
19	S	12	W	W.M.	23	NE	SW	289	837240.4	3972835.3	43°54'28.6514"N	124°05'59.4145"W
19	S	12	W	W.M.	23	NE	NW	290	838672	3973500	43°54'43.0586"N	124°05'51.1829"W
19	S	12	W	W.M.	23	SE	NW	291	838004.4	3973187.4	43°54'36.3390"N	124°05'55.0576"W
19	S	12	W	W.M.	23	SE	NW	292	838472	3973333	43°54'41.0144"N	124°05'53.3448"W
19	S	12	W	W.M.	23	SE	NW	293	838327	3973216	43°54'39.5341"N	124°05'54.8566"W

Township		Range		Meridian	Sec	¼ ¼		POD#	Northing	Easting	Lat.	Long.
19	S	12	W	W.M.	11	NW	SE	294	847348	3974630	43°56'09.1405"N	124°05'40.8461"W
19	S	12	W	W.M.	14	SW	SW	295	840922	3972261	43°55'04.7327"N	124°06'09.4149"W
19	S	12	W	W.M.	11	NW	SE	296	847348.5	3974630.7	43°56'09.1457"N	124°05'40.8368"W
19	S	12	W	W.M.	14	NE	SE	297	841206.4	3976033.5	43°55'09.1378"N	124°05'18.0880"W
19	S	12	W	W.M.	14	SW	SW	298	840372	3971717	43°54'59.0749"N	124°06'16.5169"W
19	S	12	W	W.M.	14	SW	SW	299	840335	3971889	43°54'58.7830"N	124°06'14.1475"W
19	S	12	W	W.M.	14	SW	SW	300	840334.9	3971889.4	43°54'58.7821"N	124°06'14.1420"W
19	S	12	W	W.M.	14	NW	NE	301	843866.7	3975502	43°55'35.1611"N	124°05'26.9008"W
19	S	12	W	W.M.	22	SW	SE	302	834712	3969925	43°54'02.4677"N	124°06'37.6436"W
19	S	12	W	W.M.	14	NW	NE	303	843859	3975563	43°55'35.1110"N	124°05'26.0636"W
19	S	12	W	W.M.	14	NW	NE	304	843858.9	3975562.9	43°55'35.1100"N	124°05'26.0649"W
19	S	12	W	W.M.	14	SE	SE	305	839930	3976757	43°54'56.8498"N	124°05'07.4658"W
19	S	12	W	W.M.	23	NW	SW	306	835999	3972516	43°54'16.2674"N	124°06'03.0432"W
19	S	12	W	W.M.	23	SW	SW	307	835305	3972170	43°54'09.2730"N	124°06'07.3573"W
19	S	12	W	W.M.	23	SW	SW	308	835111	3971555	43°54'07.0977"N	124°06'15.6357"W
19	S	12	W	W.M.	23	SW	SW	309	835111	3971555	43°54'07.0977"N	124°06'15.6357"W
19	S	12	W	W.M.	22	SE	SE	310	834800	3971000	43°54'03.7932"N	124°06'23.0263"W
19	S	12	W	W.M.	14	SE	SE	311	840433	3976439	43°55'01.6784"N	124°05'12.1005"W
19	S	12	W	W.M.	14	SE	SE	312	840313.3	3976463.3	43°55'00.5076"N	124°05'11.6988"W
19	S	12	W	W.M.	14	SW	NE	313	843358	3974963	43°55'29.9138"N	124°05'33.9609"W
19	S	12	W	W.M.	14	SW	NE	314	843358	3974963	43°55'29.9138"N	124°05'33.9609"W
19	S	12	W	W.M.	14	SW	NE	315	843358	3974963	43°55'29.9138"N	124°05'33.9609"W
19	S	12	W	W.M.	14	SW	NE	316	843358	3974963	43°55'29.9138"N	124°05'33.9609"W
19	S	12	W	W.M.	14	SW	NE	317	843358	3974963	43°55'29.9138"N	124°05'33.9609"W
19	S	12	W	W.M.	14	SW	NE	318	843358	3974963	43°55'29.9138"N	124°05'33.9609"W
19	S	12	W	W.M.	14	SW	NE	319	843358	3974963	43°55'29.9138"N	124°05'33.9609"W
19	S	12	W	W.M.	14	SW	NE	320	843358	3974963	43°55'29.9138"N	124°05'33.9609"W
19	S	12	W	W.M.	14	SW	NE	321	843358	3974963	43°55'29.9138"N	124°05'33.9609"W
19	S	12	W	W.M.	14	SW	NE	322	843358	3974963	43°55'29.7994"N	124°05'37.6467"W
19	S	12	W	W.M.	14	SW	NE	323	843358	3974963	43°55'29.7994"N	124°05'37.6467"W
19	S	12	W	W.M.	14	SW	NE	324	843358.6	3974963.3	43°55'29.9198"N	124°05'33.9571"W
19	S	12	W	W.M.	23	SE	NE	326	838238	3976937	43°54'40.2314"N	124°05'04.0199"W
19	S	12	W	W.M.	23	SE	NE	327	838238	3976937	43°54'40.2314"N	124°05'04.0199"W
19	S	12	W	W.M.	23	SE	NE	328	838238	3976937	43°54'40.2314"N	124°05'04.0199"W
19	S	12	W	W.M.	23	SE	NE	329	838238	3976937	43°54'40.2314"N	124°05'04.0199"W
19	S	12	W	W.M.	23	SE	NE	330	838238	3976937	43°54'40.2314"N	124°05'04.0199"W
19	S	12	W	W.M.	23	SE	NE	331	838238	3976937	43°54'40.2314"N	124°05'04.0199"W
19	S	12	W	W.M.	23	SE	NE	332	838238	3976937	43°54'40.2314"N	124°05'04.0199"W
19	S	12	W	W.M.	23	SE	NE	333	838238	3976937	43°54'40.2314"N	124°05'04.0199"W
19	S	12	W	W.M.	23	SE	NE	334	838238	3976937	43°54'40.2314"N	124°05'04.0199"W
19	S	12	W	W.M.	23	SE	NE	335	838238	3976937	43°54'40.2314"N	124°05'04.0199"W
19	S	12	W	W.M.	23	SE	NE	336	838238	3976937	43°54'40.2314"N	124°05'04.0199"W
19	S	12	W	W.M.	23	SE	NE	337	838238	3976937	43°54'40.2314"N	124°05'04.0199"W

Township		Range		Meridian	Sec	¼ ¼		POD#	Northing	Easting	Lat.	Long
19	S	12	W	W.M.	23	SE	NE	338	838238	3976937	43°54'40.2314"N	124°05'04.0199"W
19	S	12	W	W.M.	23	SE	NE	339	838238	3976937	43°54'40.2314"N	124°05'04.0199"W
19	S	12	W	W.M.	23	SE	NE	340	838238	3976937	43°54'40.2314"N	124°05'04.0199"W
19	S	12	W	W.M.	23	SE	NE	341	838238	3976937	43°54'40.2314"N	124°05'04.0199"W
19	S	12	W	W.M.	23	SE	NE	342	838238	3976937	43°54'40.2314"N	124°05'04.0199"W
19	S	12	W	W.M.	23	SE	NE	343	838238	3976937	43°54'40.2314"N	124°05'04.0199"W
19	S	12	W	W.M.	23	SE	NE	344	838238	3976937	43°54'40.2314"N	124°05'04.0199"W
19	S	12	W	W.M.	23	SE	NE	345	838238	3976937	43°54'40.2314"N	124°05'04.0199"W
19	S	12	W	W.M.	22	SE	NE	346	837769.9	3970599.5	43°54'32.9259"N	124°06'30.2386"W
19	S	12	W	W.M.	14	NW	NE	347	843849.4	3975780.8	43°55'35.1085"N	124°05'23.0846"W
19	S	12	W	W.M.	22	NE	NE	348	839863	3970886	43°54'53.6996"N	124°06'27.5599"W
19	S	12	W	W.M.	27	NW	NE	350	834569	3968730	43°54'00.5478"N	124°06'53.8658"W
19	S	12	W	W.M.	23	NE	SW	351	837148	3972755	43°54'27.7057"N	124°06'00.4562"W
19	S	12	W	W.M.	23	NE	SW	352	837148.3	3972755.7	43°54'27.7089"N	124°06'00.4468"W
19	S	12	W	W.M.	11	NW	SE	353	847139	3974651.1	43°56'07.0873"N	124°05'40.4355"W
19	S	12	W	W.M.	11	NW	SE	354	847026.8	3974686.1	43°56'05.9951"N	124°05'39.8918"W
19	S	12	W	W.M.	14	NE	SW	355	842236	3974391	43°55'18.6011"N	124°05'41.1115"W
19	S	12	W	W.M.	14	NE	SW	356	842235.9	3974391.2	43°55'18.6002"N	124°05'41.1087"W
19	S	12	W	W.M.	15	SE	SE	357	841030.5	3971548.1	43°55'05.5003"N	124°06'19.2094"W
19	S	12	W	W.M.	23	SW	SW	358	835122	3972055	43°54'07.4186"N	124°06'08.8192"W
19	S	12	W	W.M.	23	SW	SW	359	835122	3972055	43°54'07.4186"N	124°06'08.8192"W
19	S	12	W	W.M.	14	NW	SE	360	842211	3975100	43°55'18.6547"N	124°05'31.4187"W
19	S	12	W	W.M.	22	SE	SE	361	834500	3971155	43°54'00.8991"N	124°06'20.7349"W
19	S	12	W	W.M.	27	NE	NE	362	834381	3971242	43°53'59.7620"N	124°06'19.4777"W
19	S	12	W	W.M.	27	NE	NE	364	834381	3971241	43°53'59.7616"N	124°06'19.4914"W
19	S	12	W	W.M.	14	NE	NE	365	843888	3975970.7	43°55'35.5697"N	124°05'20.5148"W
19	S	12	W	W.M.	11	SW	SE	366	845222	3974777	43°55'48.2264"N	124°05'37.5926"W
19	S	12	W	W.M.	11	SW	SE	367	845222	3974777	43°55'48.2264"N	124°05'37.5926"W
19	S	12	W	W.M.	11	SW	SE	368	845222	3974777	43°55'48.2264"N	124°05'37.5926"W
19	S	12	W	W.M.	11	SW	SE	369	845222	3974777	43°55'48.2264"N	124°05'37.5926"W
19	S	12	W	W.M.	11	SW	SE	370	845222	3974777	43°55'48.2264"N	124°05'37.5926"W
19	S	12	W	W.M.	11	SW	SE	371	845222	3974777	43°55'48.2264"N	124°05'37.5926"W
19	S	12	W	W.M.	11	SW	SE	372	845222	3974777	43°55'48.2264"N	124°05'37.5926"W
19	S	12	W	W.M.	11	SW	SE	373	845222	3974777	43°55'48.2264"N	124°05'37.5926"W
19	S	12	W	W.M.	11	SW	SE	374	845222	3974777	43°55'48.2264"N	124°05'37.5926"W
19	S	12	W	W.M.	11	SW	SE	375	845222	3974777	43°55'48.2264"N	124°05'37.5926"W
19	S	12	W	W.M.	14	SE	SE	376	839930.1	3976757.8	43°54'56.8512"N	124°05'07.4550"W
19	S	12	W	W.M.	23	SW	SW	377	835122	3972055	43°54'07.4186"N	124°06'08.8192"W
19	S	12	W	W.M.	23	NW	SW	378	835999.2	3972516.6	43°54'16.2696"N	124°06'03.0352"W
19	S	12	W	W.M.	14	NE	NE	379	843888	3975970	43°55'35.5694"N	124°05'20.5243"W
19	S	12	W	W.M.	23	NE	SW	380	836164	3972880	43°54'18.0499"N	124°05'58.1727"W
19	S	12	W	W.M.	23	NE	SW	382	836164	3972880	43°54'18.0499"N	124°05'58.1727"W
19	S	12	W	W.M.	23	NE	SW	386	836164	3972880	43°54'18.0499"N	124°05'58.1727"W

Township	Range		Meridian	Sec	¼ ¼		POD#	Northing	Easting	Lat.	Long.	
19	S	12	W	W.M.	23	NE	SW	388	836164	3972880	43°54'18.0499"N	124°05'58.1727"W
19	S	12	W	W.M.	14	SW	NE	390	843358	3974963	43°55'29.9138"N	124°05'33.9609"W
19	S	12	W	W.M.	14	NW	SE	391	841222	3975033	43°55'08.8682"N	124°05'31.7538"W
19	S	12	W	W.M.	14	NW	SE	392	841222	3975033	43°55'08.8682"N	124°05'31.7538"W

4. Notice of the application for permit amendment was published pursuant to ORS 540.520(5). No comments were filed in response to the notice.
5. The change would not result in injury to other water rights.
6. The change does not enlarge the permit.
7. The change does not alter all other terms of the permit.

Conclusion of Law

The additional points of diversion proposed by Permit Amendment Application T-9854 are consistent with the requirements of ORS 537.211.

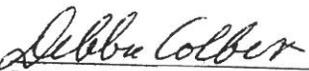
Now, therefore, it is ORDERED:

The change and subsequent use of water shall be subject to the following conditions:

1. The combined quantity of water diverted at the proposed additional points of diversion, together with that diverted at the old point of diversion, shall not exceed the quantity of water lawfully available at the original point of diversion.
2. Prior to appropriating water from the proposed points of diversion, the water user shall install in-line flow meters, or other suitable devices for measuring and recording the quantity of water diverted. The type and plans of the measuring devices must be approved by the Department prior to beginning construction. The device shall be installed under the general supervision of the Department, and the water user shall ensure that the measuring and recording device is operational at all times. The permittee shall allow the watermaster access to the meter or measuring device; provided, however, where the meter or measuring device is located within a private structure, the watermaster shall request access upon reasonable notice.
3. The permittee shall monitor and report the monthly cumulative water use from individual meters to the Department. If the monthly reports do not adequately assure the Department that the permit is not being used in accordance with the terms of the water right, then the Department shall inform the permittee of the deficiency and the permittee shall address any deficiency to the satisfaction of the Director. The permittee is responsible to assure that the permit is being used in accordance with the terms of the water right.
4. Water shall be acquired from the same surface water source as the original point of diversion.

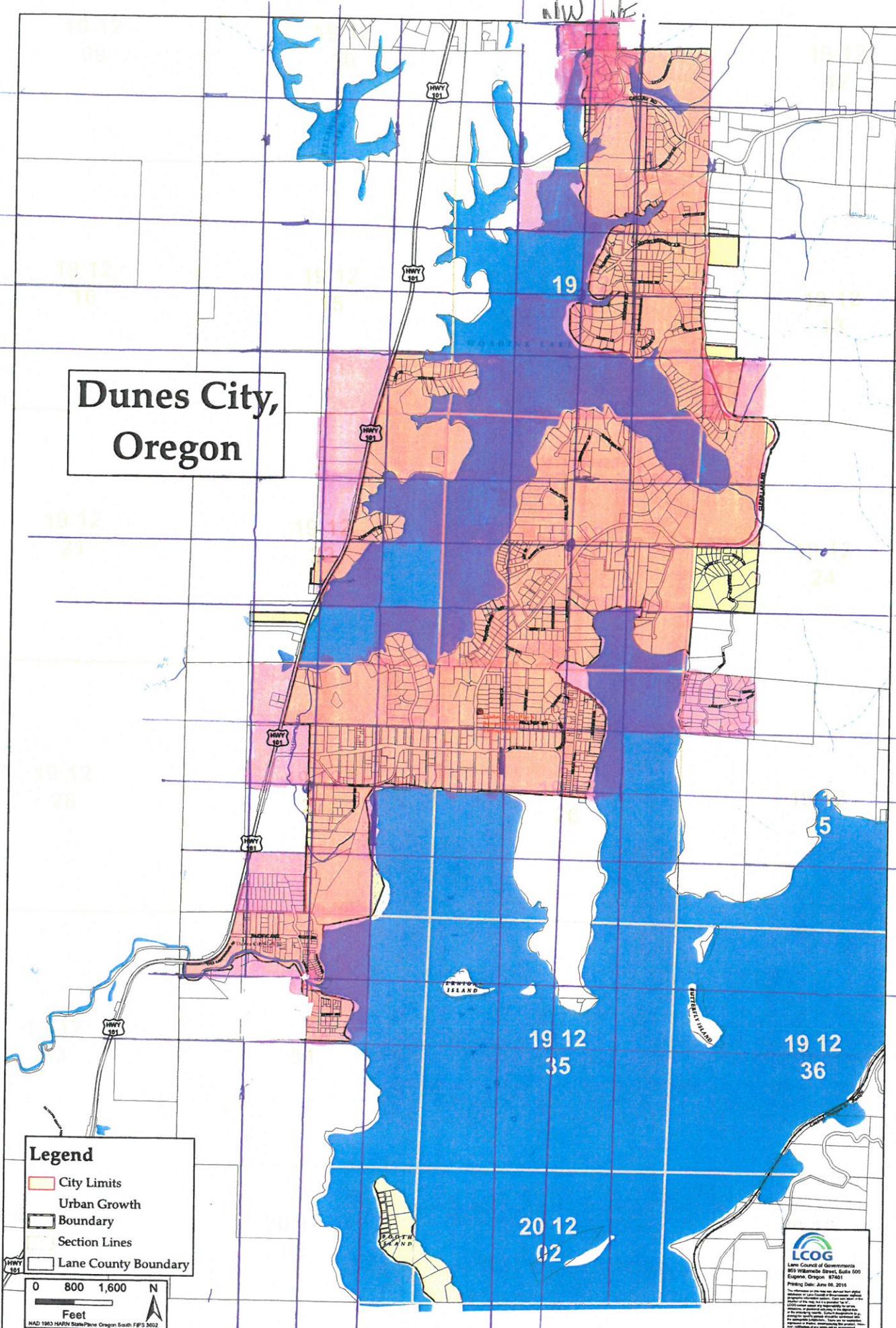
5. All other terms and conditions of Permit 33923 remain the same.
6. Permit 33923, in the name of City of Dunes City, is amended as described herein.

Dated at Salem, Oregon this 2nd day of December, 2005.


For Phillip C. Ward,
Director

Mailing Date: DEC 15 2005

Dunes City, Oregon



- Legend**
- City Limits
 - Urban Growth
 - Boundary
 - Section Lines
 - Lane County Boundary



LCOG
Lane Council of Governments
855 Williams Street, Suite 500
Eugene, Oregon 97401
Printing Date: June 08, 2016

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Photo courtesy The Veteran Advocates of Ore-Ida



Photo courtesy of John Pierson

Left: The Veteran Advocates of Ore-Ida perform a salute to fallen soldiers during a Memorial Day ceremony. Right: John Pierson, President of Military Honors by the Pipes, plays the bagpipes during a Memorial Day ceremony in Eastern Oregon.

Potential for Greater Partnership

The state of Oregon offers several programs to help veterans, including assistance with home loans and grants to help retrofit and renovate homes and emergency assistance, among others. Cameron Smith, director of the Oregon Department of Veterans' Affairs, said his agency partners with others to help veterans navigate the "behemoth of veterans' services." He hopes to connect with more municipal leaders to expand the collaborations on issues such as homelessness and housing, mental health and economic opportunities.

"We are excited to build those relationships going forward with our mayors and city councils. Cities won't solve some of these big societal issues unless we bring that other leg of the stool in helping veterans," Smith said. "There is a huge opportunity and we're going to partner going forward."

State services for veterans are expected to improve with voters' passage of Measure 96 last November. The measure dedicates 1.5 percent of Oregon Lottery funds to expanding services for veterans' health, education and housing, among other services.

Honoring Service Through Music

As organizations throughout the state strive to support veterans, a Portland veteran is making sure they are shown the respect they and their families deserve after they pass away. John Pierson, a U.S. Air Force veteran, is founder and president of Military Honors by the Pipes. Playing the bagpipes at veterans' funerals and memorial services is his way of honoring the service of 10 of his 304th Rescue Squadron colleagues who gave their lives in the line of duty. Pierson began piping in 2003 and has played at Arlington National Cemetery, the Pentagon and the Air Force Academy. He is a regular piper at Willamette National Cemetery in Portland. ■



Cities Required to Display POW/MIA Flags

HB 2880, which requires cities to display the POW/MIA flag at certain public buildings, was passed during the 2017 legislative session. The bill amends ORS 186.110 and requires cities to procure and display a "National League of Families' POW/MIA flag" on any city building "which it is customary and suitable to display the United States flag."

If existing city buildings do not have flag poles or the infrastructure to display a flag appropriately, the requirements of HB 2880 do not apply. However, after January 1, 2018, a city that constructs a new building is required to also construct a flag pole or other infrastructure which can display three flags: the American flag; the Oregon flag; and the POW/MIA flag.