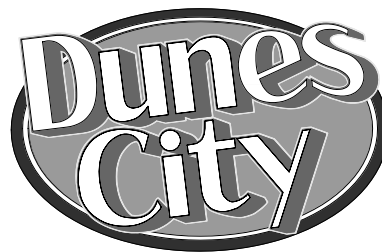


Dunes City Council ~ Regular Meeting

Wednesday, September 12, 2018 ~ 6:00 pm

The meeting will adjourn not later than 9:00 pm. If agenda items are not completed, the meeting will continue the next Wednesday at 6:00 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. Consent Agenda.....** **Action Item**

All items listed here are considered to be routine by the Dunes City Council and will be enacted by one motion. There will be no separate discussion of these items. If discussion is desired, that item will be removed from the consent agenda and considered.

- A. City Council Regular Meeting Minutes from August 8, 2018
- B. City Council Special Session Minutes from August 21, 2018
- C. Bills of the Session through September 6, 2018
- D. Receipts of the Session through September 6, 2018

6. Announcements / Correspondence

- A. The next Planning Commission special session is tentatively scheduled for Monday, September 24th, at 5:00 p.m.
- B. New draft FEMA flood maps have been released and a public meeting is scheduled for Tuesday, September 18, from 4:00 p.m. to 6:30 p.m. at the Florence Events Center, where property owners and other interested parties can provide comments and ask questions to improve the maps to ensure their accuracy. Dunes City property owners directly impacted by the maps should have received a letter from the City with a copy of a portion of the maps that show the impacts to their property. Residents can contact City Hall for further information.
- C. Volunteers have scheduled a trash pickup on roads around Woahink Lake for Saturday, September 29th. Everyone is to meet at the boat landing at Honeyman at 11:00 a.m. and should be done by 2:00 p.m., or perhaps earlier. At this time it is unknown if another plastics county will be taken. Be sure to wear bright clothing and gloves and bring supplies. Safety vests are available for borrowing at City Hall during office hours – 10:00 a.m. to 4:00 p.m., Monday through Thursday (except holidays).

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

- D. September 16th through 22nd, 2018 has been declared Home Inventory Week by the Oregon Division of Financial Regulation. Knowing that disasters can and do happen, residents of Dunes City are encouraged to build an inventory of their belongings by taking photos of each room in your home paying close attention to what's on the walls, in closets, and storage spaces and to write a brief description of each item, noting the make, model, price, and other details that might help should filing a claim for loss should be necessary. Next, meet with your insurance company or agent to make sure you have the right coverage and will know what to expect when and if you should ever have to file a claim.

7. 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.

8. New Business

- | | | |
|----|--|--------------------------------|
| A. | Mayoral Proclamation declaring September 16 through September 22, 2018 as Home Inventory Week..... | Mayor Forsythe |
| B. | Mayoral Proclamation declaring October to be Domestic Violence Awareness Month..... | Mayor Forsythe |
| C. | October Regular Session of the City Council..... | Discussion/ Action Item |
| | 1. Will there be a quorum? | |
| | 2. Who will preside over the meeting? | |
| D. | Schedule Budget Committee Meeting | Discussion/ Action Item |
| E. | Citizen request for an ordinance prohibiting the feeding of wild animals, except birds..... | Discussion/ Action Item |
| F. | Citizen request for an ordinance prohibiting the raising of chickens in the City limits | Discussion/ Action Item |
| G. | Request from the U.S. Census Bureau for the creation of a local Complete Count Committee for the 2020 Census..... | Discussion/ Action Item |
| H. | Referral of proposed Ordinance regarding Flood Insurance Maps and Flood Prevention land use and Building specification requirements to a Citizens Advisory Committee for review and comment..... | Discussion/ Action Item |

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9. Executive Session

- A. Held pursuant to ORS 192.660(2)(h) to consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed. (Reavis v. Dunes City)
- B. Held pursuant to ORS 192.660(2)(f) to consider information or records that are exempt by law from public inspection (City sale of land).

10. Old Business

- A. Any decision(s) relating to items discussed in
Executive Session Discussion/**Action Item**
- B. Animal Control IGA/Ordinance..... Discussion

11. Reports

- A. Mayor's Report..... R. Forsythe
- B. Community Center Report..... D. Wells
- C. Water Quality Report S. Meyer
- D. Public Works Maintenance Supervisor's Report..... R. Palmer
- E. Emergency Services Report..... J. Mills
- F. City Administrator/Recorder/Planning/Staff Report..... J. Mills

12. For the Good of the Order

13. Adjournment

The meeting will adjourn not later than 9:00 pm. If agenda items are not completed, the meeting will continue on the following Wednesday at 6:00 pm.

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**CITY COUNCIL MEETING MINUTES ~ DRAFT
AUGUST 8, 2018 AT 6:00 PM**

City Hall ~ 82877 Spruce St., Westlake, OR

These proceedings of the Dunes City Council were recorded and are on file at Dunes City Hall. Upon approval by the City Council, these minutes will be available online at www.DunesCity.com

1. CALL TO ORDER

Mayor Robert Forsythe called the Wednesday, August 8, 2018, meeting of the Dunes City Council to order at 6:00 pm.

2. ROLL CALL

Roll Call was taken by City Administrator/Recorder Jamie Mills.

Present: Mayor Robert Forsythe, Council President Sheldon Meyer, Councilor Duke Wells, Councilor Tom Mallen, Councilor Robert Orr, and Councilor Susan Snow.

Absent: Councilor Alan Montgomery.

Also Present: Administrative Assistant Rapunzel Oberholtzer, several Dunes City residents and *Siuslaw News* reporter Jared Anderson.

3. PLEDGE OF ALLEGIANCE

All who were present stood for the Pledge of Allegiance.

4. APPROVAL OF THE AGENDA

Councilor Orr made a motion to approve the Agenda. Councilor Mallen seconded the motion. The motion passed by unanimous vote.

5. APPROVAL OF THE CONSENT AGENDA

Councilor Mallen made a motion to approve the Consent Agenda. Councilor Orr seconded the motion. The motion passed by unanimous vote.

6. ANNOUNCEMENTS / CORRESPONDENCE

City Administrator/Recorder Mills read from the list of announcements on the Agenda:

A. The Citizens Advisory Committee meeting regarding final review of the first three

sections of Chapter 155 of the Dunes City Code is scheduled for August 20, 2018, at 5:00 pm.

- B. The next Planning Commission meeting is scheduled for Thursday, August 23 at 5:00 pm.
- C. The deadline to submit petitions for election as City Councilor or Mayor is 4:00 pm on August 23, 2018. Please get your petitions in as soon as possible.

7. CITIZEN INPUT ON ITEMS NOT LISTED ON THE AGENDA

There was none.

8. NEW BUSINESS

A. Lane County Animal Services IGA

City Administrator/Recorder referred Councilors to a copy of a letter from the Lane County Office of Legal Counsel that was included in their meeting packets and noted that “The only way the County could provide these services (animal control) would be with an IGA between the City and County and the City adopting the County’s animal control regulations in Lane Code 7.0.” She went on to note that if the City chose to adopt Lane County Code, a City ordinance would have to be prepared and adopted.

There was some discussion about whether or not there were enough complaints to warrant adopting Lane County Code and paying the County for services from time to time. Following discussion, it was generally agreed that City Administrator/Recorder Mills would provide copies of County Code and Dunes City’s old animal control code for Councilors to review and they would revisit this issue in the September meeting. (00:13:30)

B. Set Values of Unimproved Roadways

City Administrator/Recorder Mills provided a short history about how the roadways came to be Dunes City property, noting that Lane County deeded the roadway lands to the City. She explained that since the roadways were Dunes City property, the City would need to dispose of them following State law for disposing of city assets. (00:15:30)

There was some discussion about the potential costs involved in transferring ownership of the land and City Administrator/Recorder Mills explained that the costs for surveys and property line adjustments would be borne by the landowners, not the City. Mayor Forsythe asked her to find out what the State law for city disposition of assets was and she agreed to do so. (00:22:02)

9. EXECUTIVE SESSION

- A. Held pursuant to ORS 192.660(2)(h) to consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

Mayor Forsythe announced that he would adjourn the regular meeting to go into Executive Session held pursuant to ORS 192.660(2)(h) to consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed. He also announced that only designated Staff and members of the media would be allowed to attend Executive Session and members of the media could not report on the proceedings of the meeting.

Mayor Forsythe adjourned for Executive Session at 6:26 pm and reconvened the regular Council meeting at 6:55 pm.

10. OLD BUSINESS

- A. Any Decision Relating to Items Discussed in Executive Session

Councilor Mallen made a motion to declare Rapunzel Oberholtzer is a PERS employee. Councilor Orr seconded the motion. The motion passed by unanimous vote. (00:27:10)

11. REPORTS

- A. Mayor's Report: Mayor Forsythe reported that on July 26, Dunes City hosted visiting Mayors for a formal dinner prepared by City Administrator/Recorder Mills and Staff. He noted that it was a lot of work, but it was well received by attendees.
- B. Community Center Report: Councilor Wells reported that he had cleaned moss off the City Hall roof and would broadcast moss killer to prepare it for winter.
- C. Water Quality Report: Council President Meyer reported that the water quality is still very good on Woahink Lake.
- D. Public Works Maintenance Supervisor's Report: City Public Works Maintenance Supervisor Richard Palmer reported that the City received two quotes for Huckleberry Lane improvements, one from Ray Wells, Inc. in the amount of \$43,752.00 and one from DJ Miller Construction in the amount of \$62,950.00. Mr. Palmer explained that he had spoken to Norm at Ray Wells to find out why that bid was much lower; essentially, the company is willing to do the work at a deep discount as a favor to the City. (00:30:35)

Councilor Wells made a motion to accept the Ray Wells bid of \$43,752. Council President Meyer seconded the motion. The motion passed by unanimous vote.

- E. Emergency Services Report: City Administrator/Recorder Mills noted that her report was included in the Councilors' meeting packets. She referred Councilors to copies of a handout from ODF that illustrated various restrictions in place now that fire danger is at the extreme level.
- F. City Administrator/Recorder/Planning/Staff Report: City Administrator/Recorder Mills noted that her report was included in the Councilors' meeting packets. Of note, all of the financial material requested by the auditor have been provided, and the ballot question referrals have been submitted to and accepted by the County Elections Official and will appear on the November ballot.

12. FOR THE GOOD OF THE ORDER

Council President Meyer suggested that the next newsletter contain an article about the extreme fire level and detail the restrictions outlined in the ODF handout.

Councilor Wells complimented City Administrator/Recorder Mills on her response to a road complaint and thanked Richard Palmer for his continuing work on keeping City roads in good shape.

13. ADJOURNMENT

Mayor Forsythe adjourned the meeting at 7:11 pm.

APPROVED BY THE DUNES CITY COUNCIL ON THE 12th DAY OF SEPTEMBER 2018

Robert Forsythe, Mayor

ATTEST:

Jamie Mills, City Administrator/Recorder



CITY COUNCIL SPECIAL SESSION MEETING MINUTES ~ DRAFT
AUGUST 21, 2018 AT 4:00 PM

City Hall ~ 82877 Spruce St., Westlake, OR

These proceedings of the Dunes City Council were recorded and are on file at Dunes City Hall. Upon approval by the City Council, these minutes will be available online at www.DunesCity.com.

1. CALL TO ORDER

Mayor Robert Forsythe called the August 21, 2018, Special Session of the Dunes City Council to order at 4:00 pm.

2. ROLL CALL

Roll Call was taken by City Administrator/Recorder Jamie Mills.

Present: Mayor Robert Forsythe, Council President Sheldon Meyer, Councilor Tom Mallen, Councilor Duke Wells, and Councilor Alan Montgomery.

Absent and Excused: Councilors Robert Orr and Susan Snow.

Also Present: Janellen Montgomery, Paul Wilson and Dunes City's Public Works Maintenance Supervisor Richard Palmer.

3. NEW BUSINESS

City Administrator/Recorder Mills explained that the purpose of the Special Session, held on Kiechle Arm Road, was to review the drainage repair settlement agreement between Dunes City and Alan Montgomery and the scope of work to be done. She went on to explain that to date the City has moved the drainage ditch and filled it with rock, installed culverts, and installed prefabricated retaining walls. In addition, she explained, the City will install a grate sloped so that water runoff will flow into it and into the catch basin already in place. Mr. Palmer noted that the City will also add a retaining wall along the dirt embankment to prevent the grate from filling with dirt.

City Administrator/Recorder Mills explained that per the City's agreement with Mr. Montgomery, Mr. Montgomery was to build a retaining pond in the City's right-of-way with gravel and rock as shown on the agreed upon drawings and specifications. In addition, she went on to explain, the City will order another prefabricated wall with a drainage pipe in it for Mr. Montgomery to place. She noted that when the drainage work is finished the berms will be planted with native vegetation. (00:06:58) The plan, she explained, is to control the water runoff on Kiechle Arm Road with minimal impact on Mr. Montgomery's subdivision.

Mr. Palmer and Mr. Montgomery discussed the drawings that illustrated the drainage plan. There was some discussion about the size of the proposed catch basin Mr. Montgomery was to dig, during which City Administrator/Recorder Mills explained that it would be about five

and one-half feet wide by about fifteen feet long and about as deep as one retaining wall stacked on top of another. (00:10:14) She also noted that the City's engineer had reviewed and approved the drawings.

There was some discussion about water runoff from Clear Lake Road onto Kiechle Arm Road. (00:15:12-19) Mr. Palmer asked who was supplying the blocks. City Administrator/Recorder Mills said that she thought the City was. Mr. Palmer and Mr. Montgomery reviewed the drawings to make sure that they understood the scope of work the City and Mr. Montgomery were to do. It was generally agreed that the work should be done by the first of September because a court date was fixed for September 5. City Administrator/Recorder Mills noted that as long as progress was being made, the work could continue after the first if necessary, and likely it would because the custom blocks with drain pipes still needed to be ordered. (00:19:19)

After discussion, Mayor Forsythe asked City Administrator/Recorder Mills to contact the City Attorney to review progress so far and request the court to grant a one month extension of time, until September 21, to complete the work. There was no further action taken.

4. ADJOURNMENT

Councilor Mallen made a motion to adjourn. Councilor Wells seconded the motion. There was no vote taken. Mayor Forsythe adjourned the meeting at about 4:30 pm.

APPROVED BY THE DUNES CITY COUNCIL ON THE 12th DAY OF SEPTEMBER 2018.

Robert Forsythe, Mayor

ATTEST:

Jamie Mills, City Administrator/Recorder

BILLS OF THE SESSION: 8/02/2018 thru 9/06/2018

Campbell Productions		\$390.00
Central Lincoln P.U.D. (City Hall)		\$107.60
Central Lincoln P.U.D. (Street Lights)		\$1,761.15
Century Link		\$311.31
Charter Business		\$71.05
County Transfer & Recycling		\$49.02
CwM-H20		\$4,091.98
DCBS Fiscal Services		\$918.96
Knife River		\$2,500.00
Lane Council of Governments		\$716.03
MCI/Verizon		\$46.47
Northwest Code Professionals		\$8,900.14
Oregon Ethics Commission		\$285.07
Oregon Linen		\$44.10
PERS		\$15,897.91
Richard Palmer		\$6,301.12
Robert Ybarra (lawn maintenance)		\$0.00
Siuslaw News		\$281.43
Siuslaw School District 97J		\$7,946.88
Speer Hoyt LLC General	\$773.00	
Speer Hoyt LLC Building Program Issue	\$0.00	
Speer Hoyt LLC Reavis v DC	\$323.00	
Speer Hoyt LLC Property Acquisition	\$0.00	
Speer Hoyt LLC Street Repair	\$0.00	
Speer Hoyt Total (estimated)		\$1,096.00
Terri English (Dunes City Home Services)		\$160.00
True Value Florence Coastal Hardware		\$1,251.67
Kiechle Arm Rd	\$1,210.98	
Water Measurement	\$40.69	
U S Bank		\$361.63
Mayor's Dinner	\$126.82	
Postage	\$234.81	
Vend West		\$24.25
West Coast Media Group		\$0.00
Wells Fargo Financial Leasing, Inc		\$185.25
Wobbe & Associates (Survey Huckleberry Ln)		\$0.00
Staff Wages		\$5,753.25
Employer Portion of Taxes		\$823.09
PERS		\$1,478.17
Total Employee Costs	\$8,054.51	
Cardinal Services		\$1,585.94
Above bills in the amount of	\$63,339.47	approved per motion, TOTAL \$63,339.47

ATTEST: _____

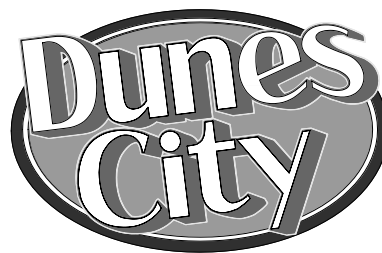
Mayor / Council President

RECEIPTS OF THE SESSION: 8/02/2018 thru 9/06/2018

Building Rental	\$0.00
Business License	\$595.00
Copy Charges	\$0.00
Donations	\$0.00
Triathlon Sponsorships	\$0.00
Fines	\$0.00
Franchise Fee, Cable TV	\$5,639.14
Franchise Fee, PUD	\$4,358.49
Franchise Fee, Telephone	\$0.00
Interest	\$2.17
Lien Searches	\$250.00
Permits, Conditional Use	\$749.33
Permits, Boundary Line Adjustment (PUD)	\$0.00
Permits, Electrical	\$825.00
Permits, Excavating & Grading & Driveway	\$491.50
Permits, Manufactured Home Fees	\$0.00
Permits, Mechanical	\$503.00
Permits, Other (Inspections, LUCS, No Brushing, etc.)	\$1,014.75
Permits, Penalties	\$0.00
Permits, Plan Check Fees	\$3,133.65
Permits, Plumbing	\$1,735.00
Permits, Right of Way Use	\$0.00
Permits, Structural	\$4,939.00
Permits, Building Surcharge	\$856.35
Permits, State Surcharge	\$959.80
Permits, Vegetation / Tree Removal	\$0.00
PERMITS TOTAL	\$15,207.38
Rebate for switching to LED lighting in City Hall	\$688.00
Septic Inspections	\$1,050.00
Tax, Cigarette	\$163.37
Tax, Liquor (OLCC)	\$2,073.46
Tax, Oregon State Highway Apportionment	\$6,572.67
Tax, Lane County Motel Fund	\$2,226.39
Tax, School Excise	\$4,558.00
Water Rights Application Fees	\$0.00
Water Admin Fees	\$2,500.00
TOTAL	\$45,884.07

MAYORAL PROCLAMATION:

Declare September 16 through 22, 2018 as
Home Inventory Week



STATE OF OREGON)
County of Lane) ss.
City of Dunes City)

WHEREAS, each September is recognized as National Preparedness Month; and,

WHEREAS, Oregonians have witnessed and experienced natural disasters in our own community; and

WHEREAS, every community member can take active steps to protect their families and neighbors from natural and manmade disasters; and

WHEREAS, every family and business in Dunes City is encouraged to take active steps to be financially secure after a disaster; and

WHEREAS, every community member is encouraged to make sure they are properly insured against fire, flood, earthquakes, and storms; and

WHEREAS, every community member is encouraged to create a home inventory to include as part of their disaster preparedness kit;

NOW, THEREFORE, I, ROBERT FORSYTHE, Mayor of Dunes City, do hereby declare that the week of September 16 through September 22, 2018 be known as

HOME INVENTORY WEEK

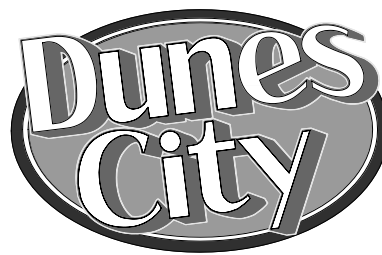
and join cities across Oregon to encourage everyone to build a home inventory of their personal property, and speak with an insurance agent to make sure they are financially prepared for a disaster.

Signed this 12th day of September, 2018

Robert Forsythe, Mayor

MAYORAL PROCLAMATION:

Declare October 2018 as
Domestic Violence Awareness Month



STATE OF OREGON)
County of Lane) ss.
City of Dunes City)

WHEREAS, home should be a safe and trustworthy place, but for too many Oregonians it is instead fraught with terror due to domestic violence; and

WHEREAS, the crime of domestic violence violates an individual's privacy and dignity, security and humanity, due to systematic use of physical, emotional, sexual, economic, and psychological control and abuse to children and the elderly; and

WHEREAS, domestic violence is not limited to physical or verbal abuse, but includes intimate terrorism (such as isolation, covert control, reproductive coercion, economic and sexual exploitation) and online abuse (such as stalking, humiliation, doxing, rape and death threats) and these forms of terror are often unrecognized by our laws and norms; and

WHEREAS, domestic violence affects not only the person being abused but also children, neighbors, friends, family, coworkers, faith communities, and others; seeing or hearing abuse can be particularly terrifying for children and people with trauma histories; and children witnessing violence is recognized as a form of abuse itself; and

WHEREAS, the triad of forced financial dependence, reproductive abuse, and familial isolation creates monumental barriers to leaving an abusive relationship, and dangerous situations are further exacerbated by worsening economic realities, especially the lack of truly affordable housing; and

WHEREAS, it is survivors of violence, and the advocates who partner with them daily on safety planning and support measures, to whom we look for guidance on raising awareness of domestic violence, and ultimately working to build community norms of healthy relationships; and

WHEREAS, Womenspace continues to provide safety, hope and healing to domestic violence survivors of all genders through advocacy and support and focuses on education prevention and has served thousands of people in Lane County for more than 40 years; and

WHEREAS, too many Oregonians have lost their lives due to domestic violence; we remember those women, men, and children who have died and are taking a firm stance to prevent domestic violence; and

WHEREAS, the impact and the cost of domestic violence is wide-ranging and devastating directly affecting individuals, children and society, in this community, throughout the United States, and the world.

NOW, THEREFORE, I, ROBERT FORSYTHE, Mayor of Dunes City, do hereby proclaim October 2018 to be

DOMESTIC VIOLENCE AWARENESS MONTH

In Dunes City and urge all people to actively participate in the scheduled activities and programs to work towards eradicating domestic violence improving victim safety, and holding perpetrators of domestic abuse accountable for their actions against individual victims and our society.

Signed this 12th day of September, 2018

Robert Forsythe, Mayor

Dunes City Recorder

From: John Scott [REDACTED]
Sent: Wednesday, August 15, 2018 3:59 PM
To: Dunes City Recorder
Subject: Animal control

Jamie,

It's not unreasonable that we have had a cougar sighting in Dunes City. A primary source of food for cougars is deer, either young or crippled. We have a significant over-population of deer, as evidenced by common sightings on Boy Scout Rd., Clearlake, and Hilltop. Many of these herd members appear to have suffered injuries, or are spotted fawns.

They are easy, attractive prey for the transient cougars.

There are many well meaning people in town who feed the deer, for whatever reasons they may have. Feeding deer has a tendency to concentrate their numbers in our urban neighborhoods. Do we really want to promote this activity?

Many cities in Oregon have ordinances prohibiting the feeding of all wild animals, except for birds. Florence, Eugene, Portland, Bend, and Baker City to name a few have such ordinances. Should Dunes City consider a similar action?

I'm sure that ODF&W would be more than pleased to provide a speaker and information to address the topic of feeding wild animals in urban areas. I encourage the City Council to consider making this topic an agenda item for a future council meeting.

Thank you for your help with this important matter.

John Scott

[REDACTED]
Dunes City

Dunes City Recorder

From: Charles Bang [REDACTED]
Sent: Saturday, August 18, 2018 11:13 AM
To: Dunes City Recorder
Subject: Re: Chickens in Dunes City

Howdy Jamie,

Thanks for your response regarding my concern about a cougar sighting here on Woodland Lane. Having owned property here for over 32 years, I offer the following. Cougars and bears migrate through here on a regular basis. We have had cougars marking territory on two specific trees just about every other week for an extended period of time. We have had muddy cougar tracks in the bed of our pickup and tracks to our front door. We have had one of our cameras catch a very large male cougar in our driveway during the day.

I do not wish to file a complaint about rooster noise, but to just say that having chickens in our residential area is not a good idea. They attract undesirables such as bears, cougars, raccoons, skunks, and rats. The benefits of having fresh fertilized eggs are not worth the risk from attracting this animal types.

Thank you,
Chuck Bang

-----Original Message-----

From: Dunes City Recorder <recorder@dunescityor.com>
To: Chuck Bang [REDACTED]
Sent: Wed, Aug 15, 2018 12:21 pm
Subject: Chickens in Dunes City

Dear Mr. Bang:

I am in receipt of your message regarding the cougar sighting and chickens on Clear Lake Road. I have emailed a warning to those individuals included on the Dunes City interested parties list advising them of the sighting and to use caution in outdoor activities.

As for chickens in Dunes City, Dunes City Code adopted in 2006 allows each property owner to keep up to 14 small animals in total, including chickens, rabbits, dogs, cats, etc. Livestock are specifically excluded from this allowed use. That having been said, noise from a rooster can be considered to be a nuisance under certain conditions. If you wish to pursue a noise complaint regarding the chickens, please let me know and I will send you a complaint form to fill out. The form is also available on the Dunes City website. It would be helpful, however, if I knew where the noise is coming from, as it is not from Doonbrae or Clear Lake Road around the grow site. There are, however, a number of homeowners who raise chickens in the Siltcoos Heights Subdivision and on Clear Lake Road by Darlings Loop, but most of them do not have roosters. If there is a particular time of day that the nuisance occurs, please let me know and I will attempt to drive around the area at that time of day to try and identify the perpetrator.

Thank you for the information regarding the cougar sighting. Let me know of your intentions with regard to the noise complaint.

Sincerely,

Jamie Mills
City Recorder/Administrator
City of Dunes City



UNITED STATES DEPARTMENT OF COMMERCE
Economics and Statistics Administration
U.S. Census Bureau

Regional Office
Van Nuys CA 91406-4203

August 22, 2018

Dear Highest Elected Official:

I am writing to give you an update on the U.S. Census Bureau's preparations for the 2020 Census and to share information on how you can help ensure we count all your constituents.

As you probably know, the constitutionally mandated population count occurs once a decade. The 2020 Census will determine the number of seats each state has in the U.S. House of Representatives and how over \$675 billion dollars per year are distributed to local communities. It is vitally important to our nation and to your community.

For the 2020 Census, we are using a number of key technology developments to improve both the efficiency and quality of the Census. One of the primary goals is to increase self-response to the Census by providing more ways for people to respond. Unlike previous censuses, where a paper questionnaire was the only option for a response, we will add an online option and the ability to respond by telephone to our traditional paper questionnaire option. Also, respondents will have more language options when filling out Census questionnaire.

Providing response options will help, but we know a successful census depends on strong community engagement and participation. Part of that effort is a structured approach for local support, where key leaders like you, form a Complete Count Committee.

Complete Count Committees (CCC) are made up of a broad spectrum of leaders that are trusted voices within their communities. They organize, plan, and implement local campaigns to promote participation in the 2020 Census. Census Day is April 1, 2020. While it may seem like a long time from now, from a planning perspective, it is not. Many local governments are already actively working on their own plans for the 2020 Census. So now is a good time to consider the efforts for your jurisdiction.

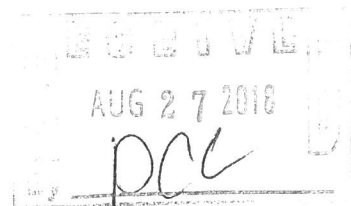
We want your participation. Currently, Census Bureau staff are active throughout the nation, meeting with local governments, elected officials and community-based organizations. They are available to provide information about the 2020 Census and training on how to form a Complete Count Committee. They will provide technical guidance on upcoming census operations to help you develop a customized plan that works for your community.

A local Partnership Specialist will be contacting you to set up a meeting, or you can reach the partnership program at **213-314-6230** or via email at **los.angeles.rcc.partnership@2020census.gov**. I have included a Complete Count Committee brochure for your review.

For 2020, the Census Bureau's mission is to count everyone once, only once, and in the right place. We look forward to partnering with you to achieve a full and accurate count.

Sincerely,

Julie Lam
Regional Director



The 2020 Census is almost here!

The 2020 Census provides an opportunity for everyone to be counted. Tribal, state, and local governments; community-based organizations; faith-based groups; schools; businesses; the media; and others play a key role in developing partners to educate and motivate residents to participate in the 2020 Census.

When community members are informed, they are more likely to respond to the census. Through collaborative partnerships, the U.S. Census Bureau and community leaders can reach the shared goal of counting EVERYONE in 2020.

The Complete Count Committees (CCC) program is key to creating awareness in communities all across the country.

- CCCs utilize local knowledge, influence, and resources to educate communities and promote the census through locally based, targeted outreach efforts.
- CCCs provide a vehicle for coordinating and nurturing cooperative efforts between tribal, state, and local governments; communities; and the Census Bureau.
- CCCs help the Census Bureau get a complete count in 2020 through partnerships with local governments and community organizations.

Get Started

WHO?

Tribal, state, and local governments work together with partners to form CCCs to promote and encourage response to the 2020 Census in their communities. Community-based organizations also establish CCCs that reach out to their constituents.

WHAT?

A CCC is comprised of a broad spectrum of government and community leaders from education, business, healthcare, and other community organizations. These trusted voices develop and implement a 2020 Census awareness to encourage a response campaign based upon their knowledge of the local community.

WHEN?

The formation of CCCs is happening NOW! Leaders are identifying budget resources and establishing local work plans. In 2020, they will implement the plans and lead their communities to a successful census count.

WHY?

The primary goal of the 2020 Census is to count everyone once, only once, and in the right place.

Community influencers create localized messaging that resonates with the population in their area. They are trusted voices and are best suited to mobilize community resources in an efficient manner.

HOW?

It's up to all of us! CCCs know the best way to reach the community and raise awareness. Some activities could include:

- Holding CCC kickoff meetings with media briefings.
- Participating in Census rallies or parades.
- Coordinating Census unity youth forums.
- Hosting Interfaith breakfasts and weekend events.
- Statistics in Schools classroom resources.
- Incorporating census information in newsletters, social media posts, podcasts, mailings, and websites.
- Helping recruit census workers when jobs become available.

Lane Code
CHAPTER 7 CONTENTS

ANIMAL CONTROL

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Chapter 7**ANIMAL CONTROL****7.005 Animal Services- Definitions.**

For the purposes of LC 7.005 through 7.170 below, the following words and phrases mean:

Animal. Any dog, cat, exotic or dangerous animal, or livestock.

Animal Owner.

(a) Any person who is the licensed owner of an animal, or who has the right of property in an animal, or who, without regard to any ownership interest, keeps an animal, harbors an animal, or who has an animal in said person's care, possession, custody or control for six weeks or more, or who knowingly permits an animal to remain on any premises occupied by said owner. Except for purposes of LC 7.105, 7.110 and 7.115 below, animal owner does not include veterinarians or commercial kennel operators temporarily maintaining on their premises for a period of not less than 30 days animals owned by other persons.

(b) Any person except a veterinarian or commercial kennel operator, who resides where an animal is kept, harbored or cared for, shall be presumed to be the owner of that animal. This presumption may be rebutted by proof that such person is not harboring the animal, that the animal is not in that person's care, possession, custody, or control, or that the person does not knowingly permit the animal to remain on any premises occupied by the person.

Animal Welfare Officer. The person employed by the Animal Services and empowered to enforce provisions of this chapter.

Animal Services Code. LC 7.005 through 7.170.

Continuous Annoyance. Fail to control any animal such that it causes annoyance, alarm or disturbance for more than 15 minutes at any time of the day or night, be it repeated barking, whining, screeching, howling, braying or other like sounds which can be heard beyond the boundary of the owner's property.

Commercial Breeding Establishment. A place of business for the commercial breeding and/or selling of animals, excluding livestock. The term is not intended to include an animal hospital or noncommercial kennel.

Commercial Dog Kennel. A place of business where dogs are boarded. No more than one breeding pair shall be used for breeding. The term is not intended to include an animal hospital or noncommercial kennel.

Director. The administrative head of the Department of Health and Human Services, or his or her designee.

Dog-at-Large. A dog off the premises of the owner and not under the owner's immediate control. Excepted from this definition are exhibition in dog shows, obedience training or trial, or use of the dog under the supervision of a person to hunt, chase or tree predatory animals, or game birds, or protect livestock, or in other related agricultural activities. A dog is not off the premises of its owner if the property of the owner is separated by a road or roads and the dog is on the road which separates said property. Excepted from this definition is a dog that is on private property, which is not the property of the dog owner, with the knowledge and permission of the owner of the property.

Dog License. A license for any dog owned that is over six months of age or has permanent canine teeth, whichever occurs first. The dog must have been vaccinated against rabies by a licensed veterinarian.

Domestic Animal. An animal typically kept as a pet.

Euthanasia. Putting an animal to death in a humane manner by a licensed veterinarian or a certified euthanasia technician.

Lane County Health Administrator. The Director of the Department of Health and Human Services.

Livestock. Includes but is not limited to cattle, sheep, horses, goats, swine, fowl, poultry or any furbearing animal bred and maintained commercially or otherwise within pens, cages and hutches, or domesticated wild animals.

Muzzle. A device constructed of strong, soft material or metal that complies with specifications to be adopted by the Director. The muzzle must be made in a manner that will not cause injury to the dog or interfere with its vision or respiration, but must prevent it from biting any person or animal.

Neutered/Spayed. The removal of the ovaries and uterus, ovarian hysterectomy, in female dogs or cats. The removal of the male gonads in male dogs or cats. Any other method of neutering a dog or cat which is certified and performed by a licensed veterinarian.

Noncommercial Dog Kennel. An establishment or premises where three or more dogs, over six months of age, are kept or maintained. No more than one breeding pair shall be used for breeding. The term does not include an animal hospital.

Person. Any natural person, association, partnership, firm or corporation.

Pet Dealer. A person that engages in the occupation of selling live animals other than livestock. This does not include persons who rear animals on their own premises and that have sold, transferred or given away fewer than 20 animals in the previous calendar year. Animal pounds, shelters and humane societies are not considered pet dealers.

Physical Injury. Impairment of physical condition or substantial pain.

Purchaser. A person who purchases an animal from a pet dealer without the intent to resell the animal.

Secure Enclosure. An enclosure, not including the residence, in which an animal is confined such that the animal does not have access to humans or other animals. The enclosure will not be less than eight feet long, four feet wide and five feet tall. If the floor is not concrete, the outside walls must extend into the ground not less than one foot to prohibit the digging out of the animal. The top of the enclosure must be covered. A secure enclosure must include a dog house and access to potable water.

Serious Physical Injury. Physical injury which creates a substantial risk of death or which causes serious and protracted disfigurement, protracted impairment of health or protracted loss or impairment of the function of any bodily organ.

Service Animal. Any guide dog, signal dog or any other animal individually trained to provide assistance to an individual with a disability. This does not include companion or therapy animals.

Watchdog. A dog confined at a business or residence for the exclusive use of protecting people or property of said business or residence.

Watchdog License. License issued by Lane County allowing a business or person to use a watchdog for protection of persons or property. *(Revised by Ordinance No. 19-72, Effective 10.13.72; 16-75, 12.26.75; 2-82, 4.9.82; 12-83, 6.17.83; 13-86, 11.7.86; 3-89, 5.12.89; 8-91, 6.26.91; 1-93, 4.16.93; 1-00, 4.12.00; 6-09, 2.5.10)*

7.010 Animal Services Code Supersedes State Law.

LC 7.005 through 7.170 shall be known as the "Animal Services Code." The purpose of the Animal Services Code is to supersede to the greatest extent allowed by law the provisions of ORS Chapter 609 by providing Rules and Regulations governing the keeping, licensing, and control of animals. These Code provisions do not supersede ORS 609.095 or 609.140. *(Revised by Ordinance No. 16-75, Effective 12.26.75; 2-82, 4.9.82; 13-86, 11.7.86; 1-00, 4.12.00; 6-09, 2.5.10)*

7.015 Animal Services Authority Powers and Duties.

The powers and duties of Lane County Animal Services shall be as follows:

(1) To enforce those provisions of the Animal Services Code, and those provisions of ORS Chapter 609 applicable to Lane County pursuant to LC 7.010 and to discharge the duties provided therein.

(2) To maintain or contract for the maintenance of an animal shelter or other place for all animals which are subject to impoundment may be kept and safely held and provided with proper and sufficient food and water.

(3) To collect or provide for the collection of by contractually authorized private vendors, any costs, fees and charges hereinafter provided for the licensing, impounding and keeping of any animal. *(Revised by Ordinance No. 16-75, Effective 12.26.75; 2-82, 4.9.82; 5-86, 6.6.86; 13-86, 11.7.86; 1-00, 4.12.00; 6-09, 2.5.10)*

7.020 Receipts.

All receipts for fees collected in connection with the Animal Services Code shall be deposited in the Animal Services Fund. However, private vendors under contract with Animal Services to dispense licenses may retain a handling fee of not less than \$1 per license issued. *(Revised by Ordinance No. 16-75, Effective 12.26.75; 2-82, 4.9.82; 5-86, 6.6.86; 13-86, 11.7.86; 1-00, 4.12.00; 6-09, 2.5.10)*

7.025 Violation, Nuisance.

In the event that any peace officer or animal welfare officer has reasonable grounds to believe that a violation of ORS 609.095 or of this Animal Services Code has been committed, such officer may sign, issue, and serve upon an animal owner an Oregon Uniform Citation and Complaint. The Complaint shall be filed within six months of the date of the alleged violation. Any such violation found is hereby declared to be a public nuisance and may be subject to reasonable restrictions, or the euthanization of the animal in cases of Class A violation behavior pursuant to LC 7.130. *(Revised by Ordinance No. 16-75, Effective 12.26.75; 2-82, 4.9.82; 1-00, 4.12.00; 6-09, 2.5.10)*

7.035 Entry Onto Private Land.

Any animal welfare officer or any peace officer shall have the privilege of entering onto private land in the course of the officer's duties in enforcing the provisions of the Animal Services Code, but such officer shall not enter into any building or dwelling without legal authorization or the permission of the owner or occupant of the premises. *(Revised by Ordinance No. 16-75, Effective 12.26.75; 2-82, 4.9.82; 1-00, 4.12.00; 6-09, 2.5.10)*

7.040 Care of Stray Dogs.

(1) All persons must provide notification of or turn over to Animal Services stray dogs within 24 hours after the person exercises control over the dog. The notification must include the description of the dog and the address where the dog is being kept. All persons holding stray dogs must allow Animal Services access to the dog while it is being held and retain possession of the dog for three days after Animal Services is so notified.

(2) A violation of LC 7.040 constitutes a Class B violation. *(Revised by Ordinance No. 2-82, Effective 4.9.82; 1-00, 4.12.00; 6-09, 2.5.10)*

7.045 Impoundment of Animals.

(1) Any peace officer or animal welfare officer may impound an animal if reasonable grounds exist to believe a violation, pursuant to LC 7.025, LC 7.120, 7.121, 7.125 or 7.129, has occurred, and Animal Services may hold said animal until the violation hearing is over, any fine is paid, and any reasonable restrictions are either in place or agreed to. Violation of a restriction agreement shall be a Class A violation.

(2) If the fine assessed is not paid or other payment arrangements approved by the Director or his/her designee are not made within five calendar days after the order, the animal may be disposed of as provided for in LC 7.060 below.

(3) Any person whose property has been trespassed upon by any dog in violation of this chapter or who observes a dog trespassing upon the property of another, or who observes a dog killing, chasing or injuring livestock, may immediately apprehend that dog and hold the dog until the dog has been turned over to Animal Services or any peace officer. Any person who so impounds a dog must immediately notify Animal Services of such impoundment and must turn the dog over to a police officer or to Animal Services. Failure to notify Animal Services within 24 hours of having impounded a dog is a Class C violation.

(4) If an animal welfare officer or a peace officer has probable cause to believe that a dog has behaved in violation of either ORS 609.095 or the Animal Services Code, then the officer may impound the dog. If the officer has probable cause to believe that the dog has committed behavior that violates LC 7.130(3)(c) through (e), then the officer shall impound the dog. Animal Services shall hold the dog until a hearing is held, or until the dog is to be disposed of pursuant to LC 7.060 below.

(5) If an animal welfare officer or a peace officer has probable cause to believe that any animal which is in an unoccupied motor vehicle may be in danger of dying, then they may enter the motor vehicle and impound the animal and leave a notice in the vehicle where the animal may be reclaimed. Any person who leaves an animal, in danger of dying, in an unoccupied motor vehicle commits a Class A violation. *(Revised by Ordinance No. 3-72, Effective 2-9-72; 12-72, 6.7.72; 19-72, 10.13.72; 23-72, 11.3.72; 16-75, 12.26.75; 2-82, 4.9.82; 21-83, 11.29.83; 13-86, 11.7.86; 3-89, 5.12.89; 1-00, 4.12.00; 6-09, 2.5.10)*

7.050 Failure to Surrender Animal.

Any person who fails to surrender an animal to a person identifiable as an animal welfare officer or a peace officer upon their demand, so that the animal can be impounded as provided for by this Animal Services Code, commits a Class A violation. *(Revised by Ordinance No. 2-82, Effective 4.9.82; 13-86, 11.7.86; 1-00, 4.12.00; 6-09, 2.5.10)*

7.051 Initiating a False Report to an Animal Services Employee.

(1) A person commits the offense of initiating a false report to an Animal Services employee if a person contacts Animal Services Agency in person, by telephone, in writing, by facsimile or other means and reports a violation of this animal services code that the reporting person knows is false.

(2) Initiating a false report to an Animal Services employee is a Class A violation. *(Revised by Ordinance No. 6-09, Effective 2.5.10)*

7.055 Resisting or Eluding an Animal Welfare Officer or Peace Officer.

(1) If a person intentionally resists or eludes someone known by him or her to be a peace officer, or an animal welfare officer, who is impounding an animal as provided for by this chapter, that person commits a Class A violation.

(2) "Resists" as used in this section means the use or threatened use of violence, physical force or any other means that creates a substantial risk of physical injury to any person. *(Revised by Ordinance No. 2-82, Effective 4.9.82; 13-86, 11.7.86; 1-00, 4.12.00; 6-09, 2.5.10)*

7.060 Impounding Regulations and Disposition of Impounded Animals.

(1) Animal Services shall keep any animal impounded for a period of time hereinafter specified. A daily record of such animals shall be kept at the place of impoundment and shall be made available to the public. Animal Services shall dispose of such animals in accordance with the following provisions:

(a) An unlicensed animal, or an animal, the owner of which is unknown, which has not been redeemed within 72 hours after impoundment, may be adopted or euthanized.

(b) A licensed animal, or an animal, the owner of which is known, which has not been redeemed within 120 hours of notification of the owner by telephone contact, or by mailing or by posting at the owner's dwelling the impoundment notice, may be adopted or euthanized.

(2) Except as provided in LC 7.060(1) above, Animal Services shall notify the owner by telephone or by the mailing of an impoundment notice within 24 hours after the impoundment that the animal may be euthanized within 120 hours after such notification. The impoundment notice shall advise the owner of the place where the animal is kept, the procedures required for redemption of the animal, the fees for the impoundment, daily care and redemption and the consequences of failure to redeem the animal.

(3) Dogs impounded pending a hearing on whether their acts amounted to a violation of LC 7.130, may be euthanized if any of the following occurs:

(a) If the owner of the dog is unknown after 72 hours from the time of impoundment, or

(b) If there has been a hearing in which the court so determines.

(4) If an order is entered by the court for an animal to be euthanized, the Director may request that the execution of the order be stayed, providing that the animal owner and the attorney representing the County present an agreement for approval, signed by both parties and providing for:

(a) Restitution to be paid to the person injured, if applicable, including damages resulting from the injury to or destruction of livestock; and

(b) Reasonable restrictions that will help to ensure the chance that the animal does not engage in such conduct again, which may include but are not limited to requirements that the owner build a run for the animal before it is released, fence his or her yard or have the animal live elsewhere in a secure setting, and agree not to own any other animal on the property where the owner resides.

(5) Notwithstanding the previous subsections, any animal given to Animal Services by the owner for disposition may be euthanized immediately or, in the alternative, adopted by any person. The owner shall pay required fees for euthanizing and/or handling the animal(s). For purposes of this section, an owner is a person who has had the animal in his or her care, possession, custody or control for six weeks or more.

(6) Notwithstanding the previous subsections, abandoned or unwanted litters of animals aged two months or less may be euthanized immediately or, in the alternative, adopted by any person. This subsection does not apply to litters impounded following a search of premises.

(7) Notwithstanding the previous subsections, certain sick or injured animals may be euthanized immediately pursuant to the provisions of LC 7.100 below. *(Revised by Ordinance No. 12-72, Effective 6.7.72; 16-75, 12.26.75; 18-79, 1.9.80; 2-82, 4.9.82; 21-83, 11.29.83; 4-85, 6.26.85; 13-86, 11.7.86; 3-89, 5.12.89; 1-00, 4.12.00; 6-09, 2.5.10)*

7.065 Redemption and Adoption.

(1) Redemption of an impounded animal shall be made by exhibiting satisfactory proof of ownership and by paying the following required fees and charges:

(a) Impoundment fee;

(b) Daily care fee;

(c) License and rabies vaccination fees, if required; and

(d) Medical care fees, if required.

(2) Impounded animals may be adopted or euthanized after the applicable holding time.

(3) When an animal is adopted out by Animal Services, the purchaser shall pay any required license and rabies vaccination fees.

(4) No impoundment charge shall be made for an animal released after determination by the court that no violation has occurred.

(5) No live animal shall be provided by Animal Services for surgical or medical demonstration or research.

(6) Except as otherwise provided, if after 72 hours an impounded animal is not redeemed or adopted, Animal Services is authorized and empowered to euthanize the animal.

(7) If a dog or cat is adopted from Animal Services or from any other agency which accepts unwanted or abandoned animals, the owner must have the dog or cat spayed or neutered within four months from the date of adoption if the dog or cat is too young to be spayed or neutered immediately. If a dog or cat over six months old is adopted by an agency which accepts unwanted or abandoned animals, the dog or cat must be spayed or neutered within one month after it is turned over to its new owner. A violation of LC 7.065(7) is a Class A violation.

(8) If a person who is the owner of an animal fails to reclaim it from Animal Services within five days after notification that the animal is ready to be released, then that person commits a Class A violation. *(Revised by Ordinance No. 12-72, Effective 6.7.72; 16-75, 12.26.75; 2-82, 4.9.82; 21-83, 11.29.83; 4-85, 6.26.85; 13-86, 11.7.86; 3-89, 5.12.89; 1-00, 4.12.00; 6-09, 2.5.10)*

7.070 Dog Licenses.

(1) Every owner of a dog which has a set of permanent canine teeth or has attained the age of six months, whichever event occurs first, shall immediately obtain a license for the dog. If the dog owner moves into Lane County, the owner must obtain a license within 30 days of moving into the County.

(2) Licenses shall be valid for one, two or three years from the date of issuance or until sale or gift or death of the dog, whichever occurs first.

(3) No license shall be issued until a certification of vaccination for rabies is presented to Animal Services or duly authorized issuer.

(4) Dog owners shall renew the dog license before it becomes delinquent. A late fee may be charged if the license is renewed after it has become more than 30 days delinquent.

(5) A license tag issued to the dog shall be securely attached and visible on the dog for which it is issued. If a license is lost, the owner shall obtain a duplicate license tag upon satisfactory proof of loss and payment of the required fee.

(6) A person who violates LC 7.070 commits a Class B violation. *(Revised by Ordinance No. 12-72, Effective 6.2.92; 4-74, 7.1.74; 15-75, 11.12.75; 16-75, 12.26.75; 14.81, 8.19.81; 2-82, 4.9.82; 5-86, 6.6.86; 3-89, 5.12.89; 8-91, 6.26.91; 1-00, 4.12.00; 6-09, 2.5.10)*

7.075 License and Other Fees.

(1) Animal license and identification fees shall be charged in amounts provided by order of the Board of Commissioners. The fees are due and payable upon the issuance of the license or identification tag. A person who purchases a kennel license does not have to license the individual dogs as long as they live at the kennel. Also, a person who purchases a license for a commercial breeding kennel need not also obtain a commercial kennel or noncommercial kennel license, and a person who purchases a commercial kennel license need not obtain a noncommercial kennel license if they choose to operate such a kennel.

(2) No license fee shall be required for any dog owner who needs and uses the dog as a service dog. A license shall be issued for such dog upon proper proof of rabies vaccination and upon filing of an affidavit by the person showing such dog to come within this exemption. Such affidavit shall be filed with Animal Services.

(3) After application upon a form to be provided by Animal Services, a permit may be issued to a licensed owner to use that dog as a watchdog. A fee for that permit shall be in addition to the individual license fee.

(4) If a dog owner has been fined or his or her dog has been classified or registered in another state, county or city because the dog engaged in the behaviors which would have constituted a violation pursuant to LC 7.025 or 7.130, the owner shall notify Animal Services of such classification, registration or fine at the time the owner licenses the dog. If the Director determines that the dog has committed such behavior, the Director may impound the dog, and may seek an order of the court that reasonable restrictions be placed on the dog, or that the dog be euthanized, upon a finding by the court that the restrictions or euthanization would have been ordered had the behavior occurred in Lane County. A violation of LC 7.075(4) shall be a Class A violation. *(Revised by Ordinance No. 12-72, Effective 6.7.72; 15-75, 11.12.75; 16-75, 12.26.75; 14-81, 8.19.81; 2-82, 4.9.82; 5-86, 6.6.86; 12-83, 6.17.83; 13-86, 11.7.86; 3-89, 5.12.89; 8-91, 6.26.91; 5-94, 7.29.94; 1-00, 4.12.00; 6-09, 2.5.10)*

7.080 Uses of Watchdog.

Any business or residence using a watchdog must conspicuously post the premises to warn the public of the watchdog. In the case of a business, the dog must not be allowed access to the public that is on the property during business hours. If the dog is used outside of a building, the property must be fenced in a way to prohibit the dog access to any public right-of-way. A violation of LC 7.080 is a Class A violation. *(Revised by Ordinance No. 13-86, Effective 11.7.86; 1-00, 4.12.00; 6-09, 2.5.10)*

7.085 Kennel License.

(1) No person shall operate a commercial kennel or commercial breeding establishment, without the appropriate kennel license. Kennel licenses shall be valid for one year from the date of issuance.

(2) A violation of this section shall be a Class A violation.

(3) No kennel license shall be issued under this section to anyone in nonconformity with applicable zoning statutes and ordinances.

(4) The following provisions shall govern revocation of licenses.

(a) Three or more violations of this chapter within a period of 12 calendar months shall result in a revocation of licenses granted under this section.

(b) Such revocation may occur after a hearing before the hearings officer and after the licensee has been mailed a notice of a time to appear at least five days in advance of the hearing. Such notice shall include a general statement of the reasons for commencing the revocation proceedings. *(Revised by Ordinance No. 12-72, Effective 6.7.72; 15-75, 11.12.75; 16-75, 12.26.75; 2-82, 4.9.82; 21-83, 11.29.83; 4-85, 6.26.85; 1-00, 4.12.00; 6-09, 2.5.10)*

7.088 Filing of Rabies Vaccination Certificate, Issuance of Tag.

(1) Upon the rabies vaccination of any dog, the veterinarian performing the vaccination shall transmit a copy of the vaccination certificate to the Lane County Health Administrator.

(2) The Health Administrator, or the Administrator's designee, shall be responsible for the administration of this section.

(3) A rabies tag fee, and a tag replacement fee, shall be established for those dogs required to be licensed pursuant to LC 7.070 and 7.075, and the fees shall be set forth in Lane Manual. Upon receipt of the fee, a serial-numbered rabies tag, identifying its expiration date, will be issued to the owner of the dog.

(4) Information received from a veterinarian identifying any owner, address or phone number, or rabies tag serial number, shall be considered a part of the veterinarian's

customer list, and will not be disclosed except to the following, who shall keep it confidential as permitted by law:

- (a) Oregon Department of Human Services;
- (b) Lane County Animal Services;
- (c) A physician, or any emergency medical personnel, treating a patient who has been bitten, scratched, or who may have been otherwise exposed to a zoonotic disease;
- (d) A veterinarian treating an animal that has been bitten, scratched, or who may have been otherwise exposed to a zoonotic disease;
- (e) Federal, state, and local law enforcement and prosecutorial agencies investigating potential rabies transmission.

(5) Violation of this provision by a veterinarian shall result in a Class C violation for the first offense; and a Class B violation for additional violations of this provision. *(Revised by Ordinance No. 19-04, Effective 1.15.05; 6-09, 2.5.10)*

7.090 Reporting of Biting Animals.

(1) The owner of a domesticated animal which bites a human shall immediately notify Animal Services of such bite, the time and circumstances of such bite, and the name and address of the person bitten, if known.

(2) Any person who is bitten by a domesticated animal shall forthwith notify Animal Services of such bite giving a description of the animal, the time and circumstances of the bite and the name and address of the owner, if known.

(3) When a doctor, veterinarian, hospital employee, or other person has information that a person has been bitten by a domesticated animal, such person shall notify forthwith Animal Services.

(4) A violation of LC 7.090 is a Class A violation. *(Revised by Ordinance No. 16-75, Effective 12.26.75; 2-82, 4.9.82; 1-00, 4.12.00; 6-09, 2.5.10)*

7.095 Biting Rabid Animals - Quarantine.

(1) When either Animal Services, the Department of Health and Human Services or the Department of Public Safety of Lane County has grounds to suspect that an animal is infected with the disease of rabies, there shall be delivered to the owner of the animal a written notice thereof. The owner shall thereupon be required to quarantine his or her animal for 10 days. The biting of any person by the animal shall constitute grounds for suspecting their animal to be so infected. The delivery of the notice to a member of the owner's family 18 years or older at the premises where the animal is kept or at the owner's usual place of abode, shall be delivery of notice to the owner.

(2) Any animal required to be quarantined shall be confined as follows.

(a) On the owner's premises in such a manner as to prevent it from being in contact with any other animal or person as indicated in the Notice of Quarantine requirements; or

(b) At the owner's expense at a veterinary hospital, Animal Service's kennel or a kennel approved by either the Department of Health and Human Services or Animal Services.

(3) Any animal that has been bitten by an animal proved to be rabid shall be euthanized.

(4) If an animal exhibits symptoms of rabies while it is under quarantine, the Director of the Department of Health and Human Services may order in writing that it be euthanized and its head be submitted as directed to the Oregon State Public Health Laboratory. *(Revised by Ordinance No. 16-75, Effective 12.26.75; 2-82, 4.9.82; 13-86, 11.7.86; 1-00, 4.12.00; 6-09, 2.5.10)*

7.100 Sick or Injured Animals.

(1) Any sick or injured animal found by a peace officer or animal welfare officer off the premises of its owner shall be delivered to its owner if it is feasible to do so. Any such animal for which the owner is either unknown or cannot be reached after reasonable attempts to do so may be impounded. The Director or his designee shall determine whether the animal is so severely injured or incurably crippled that the humane thing to do would be to euthanize the animal. If the Director or his designee reasonably believes the animal should be euthanized, the animal may be euthanized immediately. If the Director or his designee reasonably believes that the animal should not be euthanized and that treatment is necessary, the animal may be delivered by Animal Services to a veterinarian for medical treatment. If the veterinarian determines that treatment should be given, such treatment may be given, provided, however, the animal may be euthanized if not claimed by its owner within 72 hours after being delivered to the veterinarian.

(2) Arrangements for fees, selection of veterinarians, liability of veterinarians, etc., shall be determined by separate contracts between Lane County and individual veterinarians.

(3) The owner of the animal shall be liable to the veterinarian and to the Animal Services for all expenses which are incurred for the care of said animal. *(Revised by Ordinance No. 12-72, Effective 6.7.72; 16-75, 12.26.75; 2-82, 4.9.82; 3-89, 5.12.89; 1-00, 4.12.00; 6-09, 2.5.10)*

7.105 Animal Abandonment.

(1) A person commits the offense of animal abandonment if the person leaves a domesticated animal at a location without providing for the animal's continued care. It is no defense to the offense in LC 7.105(1) that the defendant abandoned the animal at or near an animal shelter, veterinary clinic or other place of shelter if the defendant did not make reasonable arrangements for the care of the animal.

(2) A person who commits the offense of animal abandonment commits a Class A violation. *(Revised by Ordinance No. 2-82, Effective 4.9.82; 13-86, 11.7.86; 3-89, 5.12.89; 1-00, 4.12.00)*

7.110 Dogs at Large Prohibited.

(1) No dog owner shall permit a dog to be at large.

(2) A dog owner, whose dog runs at large, commits a Class C violation if the dog has been spayed/neutered or a Class B violation if the dog is fertile.

(3) A dog owner is deemed to be negligent per se for the actions of a dog at large when the dog causes injury to a person or property. *(Revised by Ordinance No. 2-82, Effective 4.9.82; 13-86, 11.7.86; 3-89, 5.12.89; 1-00, 4.12.00; 6-09, 2.5.10)*

7.115 Continuous Annoyance.

An animal owner who fails to control any animal that causes annoyance, alarm, or noise disturbance for more than 15 minutes at any time of the day or night, be it repeated barking, whining, screeching, howling, braying or other like sounds which can be heard beyond the boundary of the owner's property commits a Class C violation. *(Revised by Ordinance No. 13-86, Effective 11.7.86; 1-00, 4.12.00; 6-09, 2.5.10)*

7.120 Animal Abuse.

(1) Class A Violation. A person who, except as otherwise authorized by law,

(a) Causes serious physical injury to an animal; or

(b) Cruelly causes the death of an animal, commits a Class A violation.

(2) Class B Violation. A person who, except as otherwise authorized by law, causes physical injury to an animal commits a Class B violation.

(3) Any practice of good animal husbandry is not a violation of LC 7.120. *(Revised by Ordinance No. 3-89, Effective 5.12.89; 1-00, 4.12.00; 6-09, 2.5.10)*

7.121 Possession of Fighting Animals.

- (1) A person commits the offense of possession of fighting animal(s) if the person has in his/her possession, care, custody or control an animal which is trained to fight another animal, is being trained to fight another animal, has fought another animal in an arranged fight or is intended to fight another animal.
- (2) Animal pounds, shelters, and humane societies are exempt from the provisions of this section.
- (3) Animal Services shall immediately seize any animal reasonably believed to be an animal either used or intended or reasonable believed to be intended for use in animal fighting. Said animal shall be detained pending adjudication of the violation.
- (4) Procuring animals for fight training purposes, including smaller "bait animals" such as cats, rabbits or small dogs is prohibited.
- (5) Possession of a fighting or bait animal is a Class A violation. *(Revised by Ordinance No. 6-09, Effective 2.5.10)*

7.122 Capturing and Killing of Dog or Cat.

A person who, except as otherwise permitted by law, obtains, captures, or otherwise acquires a dog or a cat intending to kill it, and who subsequently does so, commits a Class A violation. *(Revised by Ordinance No. 8-06, Effective 10.27.06)*

7.125 Animal Neglect.

- (1) As used in this section, "minimum care" means care sufficient to preserve the health and well-being of an animal and, except for emergencies or circumstances beyond the reasonable control of the owner, includes, but is not limited to, the following requirements:
 - (a) Food of sufficient quantity and quality to allow for normal growth or maintenance of body weight.
 - (b) Open or adequate access to potable water in sufficient quantity to satisfy the animal's needs. Snow or ice is not an adequate water source.
 - (c) In case of pets or domestic animals, access to a barn, dog house or other enclosed structure sufficient to protect the animal from wind, rain, snow or sun and which has adequate bedding to protect against cold and dampness.
 - (d) Veterinary care deemed necessary by a reasonably prudent person to relieve distress from injury, neglect or disease.
 - (e) Pets or domestic animals shall not be confined to an area without adequate space for exercise necessary for the health of the animal or which does not allow access to a dry place for the animal to rest. The air temperature in a confinement area must be suitable for the animal involved. Confinement areas must be suitable for the animal involved. Confinement areas must be kept reasonably clean and free from excess waste or other contaminants which could affect the animal's health.
- (2) Animal Neglect (Class B violation). A person who fails to provide minimum care for an animal in such person's custody or control commits a Class B violation.
- (3) Animal Neglect (Class A violation). A person who fails to provide minimum care for an animal in such person's custody or control and such failure results in serious physical injury or death to the animal, commits a Class A violation. *(Revised by Ordinance No. 3-89, Effective 5.12.89; 1-00, 4.12.00)*

7.129 Possession of a Stolen Animal.

- (1) A person commits the offense of possession of a stolen animal if a person has in his/her care, custody, possession or control an animal not owned by that person

and not placed by the owner/caretaker of that animal, in the persons care, custody or control.

(2) Exempt from this section are animal welfare organizations, persons in the act of taking a stray animal to a welfare organization, taking an animal for emergency veterinary treatment or alteration, caring for a stray animal or returning or attempting to return a lost animal to the rightful owner. It is not required under this section that the animal be reported as stolen to a police agency.

(3) Possession of a stolen animal is a Class A violation. *(Revised by Ordinance No. 6-09, Effective 2.5.10)*

7.130 Dangerous Behavior.

The purpose of this section is to establish a procedure whereby dogs that pose a reasonably significant threat of causing serious injury to humans, domestic animals or property are identified and subjected to reasonable restrictions.

(1) Class C violation dangerous behavior is established if a dog at large is found to menace, chase, display threatening or aggressive behavior or otherwise threaten or endanger the safety of any domestic animal or livestock.

(2) Class B violation dangerous behavior is established if a dog at large is found to menace, chase, display threatening or aggressive behavior or otherwise threaten or endanger the safety of any person.

(3) Class A violation dangerous behavior is established if:

(a) a dog, while at large, bites or causes physical injury to any domestic animal which is not livestock;

(b) a dog bites any person;

(c) a dog kills any domestic animal, unless the domestic animal is trespassing upon the property where the dog is authorized to be;

(d) a dog, while at large, bites or causes physical injury or causes the death of livestock; or

(e) a dog, whether or not confined, causes the serious injury or death of any person.

(4) (a) Notwithstanding LC 7.130(1) through (3) above, the Director shall have discretionary authority to refrain from prosecuting a violation, even if the dog has engaged in the behaviors specified in LC 7.130(1) through (3) above, if the Director determines that the behavior was a result of the victim abusing or tormenting the dog or other extenuating circumstances.

(b) No violation shall be found under LC 7.130(1) through (3) if:

(i) the behavior in question was directed against a trespasser on the property of a business which owns a licensed watchdog, providing the owner has complied with LC 7.080 above, or

(ii) the behavior in question was directed against a trespasser that has illegally entered any residence. *(Revised by Ordinance No. 16-75, Effective 12.26.75; 2-82, 4.9.82, 13-86, 11.7.86; 3-89, 5.12.89; 1-00, 4.12.00; 6-09, 2.5.10)*

7.135 Dangerous Behavior Restrictions.

In addition to the other requirements of this Animal Services Code, the owner of a dog that has committed dangerous behavior as described in LC 7.130 may be ordered by the court to comply with the following additional restrictions in addition to any other restrictions the court deems reasonable under the circumstances:

(1) If the dog has engaged in Class C violation dangerous behavior pursuant to LC 7.130(1), the dog shall be restricted by a physical device or structure that prevents the dog from reaching any public right-of-way or adjoining property whenever the dog is outside the owner's home and not on a leash off the owner's property.

(2) If the dog has engaged in Class B violation dangerous behavior pursuant to LC 7.130(2), or, if the dog has engaged in Class A violation dangerous behavior pursuant

to LC 7.130(3)(a) the owner shall confine the dog within a secure enclosure whenever the dog is not on a leash off the owner's property or inside the home of the owner and shall also post warning signs, purchased from Lane County, on the property where the dog is kept.

(3) If the dog has engaged in Class A violation dangerous behavior pursuant to LC 7.130(3)(b), the owner shall meet the requirements of LC 7.135(2) and (3) above and shall, additionally, not permit the dog to be off the owner's property unless the dog is muzzled and restrained by an adequate leash and under the control of a capable person over the age of 18.

(4) Any dog that has been found to have engaged in Class A violation dangerous behavior pursuant to LC 7.130(3)(c) through (e) may be euthanized. Any dog that has been found to have engaged in Class A violation dangerous behavior pursuant to LC 7.130(3)(e) shall be euthanized. In addition, the hearings officer has the authority to suspend, for a period of time, the dog owner's right to be the owner of any dog in Lane County, including dogs currently owned by that person.

(5) To ensure correct identification, all dogs that have engaged in dangerous behavior described in LC 7.130 shall be marked with a permanent identifying mark. The dog will also be required to wear an identifying collar and ID tag.

(6) In addition to the normal licensing fees established in LC 7.075 above, there shall be an additional licensing and supervision fee for dogs that have been determined to have engaged in dangerous behavior pursuant to LC 7.130 in amounts provided by order of the Board of Commissioners. This additional fee shall first be payable at the time that determination is made, and renewals are due upon the anniversary of the determination.

(7) A person who fails to comply with the provisions of LC 7.135 commits a Class A violation. *(Revised by Ordinance No. 13-86, Effective 11.7.86; 3-89, 5.12.89; 1-00, 4.12.00; 14-04, 7.15.04; 6-09, 2.5.10)*

7.140 Dog Waste Matter.

(1) It shall be unlawful for a dog owner to allow the dog, except for service dogs, to deposit solid waste matter on any property other than that of the dog owner. It shall be a defense to this section if the dog owner immediately removes the solid waste.

(2) A violation of LC 7.140 is a Class C violation. *(Revised by Ordinance No. 16-75, Effective 12.26.75; 2-82, 4.9.82, 13-86, 11.7.86; 1-00, 4.12.00; 6-09, 2.5.10)*

7.150 Right to Kill a Dog Chasing, Killing or Injuring Livestock.

Any dog which chases, kills or injures livestock stock not belonging to its owner, while off the premises owned or under the control of its owner, may be killed immediately by any person. *(Revised by Ordinance No. 12-72, Effective 6.7.72; 16-75, 12.26.75; 2-82, 4.9.82, 13-86, 11.7.86; 1-00, 4.12.00)*

7.151 Right to Kill a Dog Killing or Injury Humans or Domestic Animals.

Any dog which, while off its owner's premises, kills, wounds, or injures a human or domestic animal may be killed immediately by any person. *(Revised by Ordinance No. 6-09, Effective 2.5.10)*

7.155 Reporting of Gun Shot Wound.

(1) The owner of an animal that has received a gun shot wound shall immediately notify Animal Services of such gun shot wound, and if known, the time and circumstances of the shooting and the name and address of the person who shot an animal.

(2) Any person who shoots an animal shall immediately notify Animal Services of the shooting, giving a description of the animal, the time and circumstances of the shooting and the name and address of the animal's owner, if known.

(3) 7.155(1) and (2) do not apply in the case of an animal being shot by the animal's owner.

(4) When a veterinarian or other person has information that an animal has been shot, such person shall immediately notify Animal Services.

(5) A violation of LC 7.155 is a Class A violation. *(Revised by Ordinance No. 13-86, Effective 11.7.86; 1-00, 4.12.00; 6-09, 2.5.10)*

7.160 Selling, Trading, Bartering or Giving Away Animals in Certain Locations Prohibited.

(1) No person shall sell, trade, barter or give or offer to give away any animal to another person in a County park, or property owned by Lane County except for the Lane County Fairgrounds.

(2) A violation of LC 7.160 is a Class B violation. *(Revised by Ordinance No. 13-86, Effective 11.7.86; 1-00, 4.12.00)*

7.161 Illegal Sale or Gifting of Unhealthy Animals.

No person shall knowingly sell, trade, barter or give away any animal to another person if said animal has any serious communicable disease, without fully disclosing such disease. A violation of LC 7.161 is a Class B violation. *(Revised by Ordinance No. 6-09, Effective 2.5.10)*

7.164 Pet Dealer Requirement.

(1) Every pet dealer shall maintain for a period of one year and present to Animal Services upon request:

(a) The breeder's and broker's name, address, or if not known, the source of the animal. If the dealer is licensed by the Department of Agriculture, the person's name, address and federal dealer number.

(b) The seller's name, address and other identifying information.

(c) The date of birth of the animal, unless unknown.

(d) Medical records of the animal including a record of immunizations and worming treatments administered, if any, as of the time of sale and the date the dealer received the animal.

(e) Price paid for the animal.

(2) A violation of LC 7.164 is a Class C violation. *(Revised by Ordinance 6-09, Effective 2.5.10)*

7.170 Dogs in Season (Estrus).

(1) No person shall permit a dog in heat (estrus) to be accessible to male dogs not in the person's ownership, except for intentional breeding purposes.

(2) Violation of LC 7.170 is a Class B violation. *(Revised by Ordinance No. 13-86, Effective 11.7.86; 1-00, 4.12.00; 6-09, 2.5.10)*

ORDINANCE NO. 178

AN ORDINANCE CONCERNING THE REGULATION OF DOGS AND OTHER ANIMALS WITHIN THE CORPORATE LIMITS OF DUNES CITY

The City of Dunes City Finds:

WHEREAS, Dunes City seeks to more effectively address complaints regarding animals within the corporate limits of the city; and

WHEREAS, Dunes City wishes to contract with the Lane County Animal Regulation Authority to administer animal regulations within the corporate limits of the city; and

WHEREAS, Dunes City wishes to process appeals of violations of Dunes City animal regulations issued by the Lane County Animal Regulation Authority through the Dunes City Municipal Court.

THE CITY OF DUNES CITY ORDAINS AS FOLLOWS:

Section 1. Title I, GENERAL REGULATIONS, of the Dunes City Code of Ordinances, is amended by adding Chapter 92, which shall read as follows:

§ 92.01 ANIMAL CONTROL CODE SUPERCEDES STATE LAW.

Dunes City Code Sections 92.01 through 92.36 shall be known as the "Animal Control Code." The purpose of the Animal Control Code is to supercede to the greatest extent allowed by law the provisions of ORS Chapter 609 by providing Rules and Regulations governing the keeping, licensing, and control of dogs. These Code provisions do not supercede ORS 609.156, 609.162 and 609.168.

§ 92.02 DEFINITIONS.

For purposes of sections 92.01 to 92.36 of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

ANIMAL. Any nonhuman mammal, bird, reptile, amphibian or fish.

ANIMAL AGENCY. Any public or private organization whether called a pound, kennel, shelter, society, or the like, that controls, shelters, cares for or disposes of dogs and cats as all or a part of the purposes of the organization. Animal agency does not include a veterinarian in private practice. Animal agency does include the agency's officers, agents and employees when acting in the name of or on behalf of the agency.

ANIMAL CONTROL OFFICER. A city employee or person employed by the Lane County Animal Regulation Authority and empowered to enforce provisions of these animal regulations, including issuing citations for violations of sections 92.03 to 92.36.

ANIMAL REGULATION AUTHORITY. The Lane County Animal Regulation Authority, a Department of Lane County, Oregon, that has been contractually delegated the authority to enforce and administer the provisions of sections 92.03 to 92.36 of this chapter by the City Council.

ANIMAL TECHNICIAN. A person performing duties under the supervision of a veterinarian and

- (1) is an animal technician as defined in ORS 686.350, or
- (2) has received a certificate in animal technology or a comparable certificate from a recognized college or university approved by the Oregon State Veterinary Medical Examining Board or by the American Veterinary Medicine Association.

AT LARGE. A dog or other animal inside the corporate limits of the city, off the premises of the owner, and not under complete control by adequate leash. A dog in field training or a dog in an area designated as a dog-off-leash area within a city park, is exempted unless the dog causes personal injury or property damage off the premises of the owner. This exception does not apply to any dog identified as a potentially dangerous dog under section 92.23 to 92.24 of this chapter.

BARKING DOG. A dog which persistently barks or howls and thereby unreasonably deprives a person of peace and quiet.

COMMERCIAL BREEDING KENNEL. A place of business for the breeding and/or selling of dogs. The term is not intended to include an animal hospital or noncommercial kennel.

COMMERCIAL KENNEL. A place of business where dogs are boarded. No more than two of the dogs shall be used for breeding. The term is not intended to include an animal hospital or noncommercial kennel.

CONTINUOUS ANNOYANCE. Permit any animal to cause annoyance, alarm or disturbance for more than 15 continuous minutes at any time of the day or night, be it repeated barking, whining, screeching, howling, braying or other like sounds which can be heard beyond the boundary of the owner's property.

DANGEROUS ANIMAL. Any animal, other than a dog, which has the propensity to bite or attack any person without provocation and the capacity to inflict serious harm on that person. It shall be presumed that any animal, other than a dog, which has injured a human being on two occasions without provocation is a dangerous animal.

DIRECTOR. The administrative head of the Lane County Animal Regulation Authority, or the administrative head's designee.

BITE. To seize or take hold of an area of the body, be it animal or human, clothed or unclothed, with teeth or jaws. A bite does not necessarily have to result in the breaking of the skin or the creation a wound.

DOG. Any mammal of the Canidae family.

DOG-OFF-LEASH AREA. Any area within a city park designated by the city council or the city council's designee as an area in which dogs may be allowed to run off leash.

DOG OWNER. Any person who is the licensed owner of a dog, or who has a right of property in a dog, or who harbors a dog or who has it in their care, possession, custody or control or who knowingly permits a dog to remain on any premises occupied by the person. Except for purposes of sections 92.21 and 92.22, owner does not include veterinarians or commercial kennel operators temporarily maintaining on their premises for a period of less than 30 days dogs owned by other persons.

Any person, except a veterinarian or commercial kennel operator, who resides where a dog is kept, harbored or cared for shall be presumed to be the owner of that dog. This presumption may be rebutted by proof that such person has no property right in the dog, is not the licensed owner, and is neither harboring nor caring for the dog.

EUTHANASIA. Putting an animal to death in a humane manner by a licensed veterinarian or a certified euthanasia technician.

FIELD TRAINING. A dog on exhibition in a dog show or a dog in obedience or field training exercises which is out of general automobile traffic and under the direct supervision of a handler who has in the handler's possession proof of obedience title or certificate of obedience for the animal in question.

GOOD ANIMAL HUSBANDRY. Includes, but is not limited to the dehorning of cattle, the docking of horses, sheep or swine, and the castration or neutering of livestock, according to accepted practices of veterinary medicine or animal husbandry.

LEASH. Any humane device constructed of rope, leather strap, chain or other sturdy material not exceeding eight feet in length, being held in the hand of a person capable of controlling the animal to which it is attached.

LIVESTOCK. Includes but is not limited to any cattle, llamas, sheep, horse, goat, swine, fowl, and any fur-bearing animal bred and maintained commercially or otherwise within pens, cages and hutches.

MUZZLE. A device constructed of strong, soft material or metal that complies with specifications to be adopted by the director. The muzzle must be made in a manner that will not cause injury to the dog or interfere with its vision or respiration, but must prevent it from biting any person or animal.

NEUTERED. The removal of the ovaries and uterus, ovarian hysterectomy, in female dogs. The removal of the male gonads in male dogs. Any other method of neutering a dog which is certified and performed by a licensed veterinarian.

NONCOMMERCIAL DOG KENNEL. An establishment or premises where three or more dogs, over six months of age, are kept or maintained. No more than two of the dogs shall be used for breeding. The term does not include any animal hospital.

PET OR DOMESTIC ANIMAL. Any animal that is owned or possessed by a person, other than livestock.

PHYSICAL INJURY. Impairment of physical condition or substantial pain.

POLICE ANIMAL. A dog or horse used in police work under the control of a peace officer as defined in ORS 161.015, who has successfully qualified in the care and use of a police animal as required by state statutes, whether or not the animal is being so used at the time in question. Unless specifically referred to therein, neither a police service animal nor the officer using it is subject to any of the restrictions or regulations contained in sections 92.01 to 92.34 of this chapter.

POSSESS. To have physical possession or otherwise to exercise dominion or control over property.

POTENTIALLY DANGEROUS DOG. A dog that has been found to engage in behavior specified in section 92.23 of this chapter.

PRIVATE PRACTICE OF VETERINARIAN MEDICINE. The private practice of veterinarian medicine has its ordinary meaning, and includes private animal hospitals or clinics under the supervision or control of a veterinarian. The phrase also includes the agents and employees of a private animal hospital and clinic when acting in the name of or on behalf of such hospital or clinic.

PUT TO DEATH. The taking of an act or series of actions for the purpose of intentionally causing death.

RESPONSIBLE PERSON. For violations of this chapter, the owner of a building or property where a violation or failure to comply has occurred, the person in charge of the building or property, the violator or the person failing to comply with the ordinance, and where such person works for a contractor, either as an employee, subcontractor, or independent contractor, the contractor and/or other employer; and any licensee, permittee, or agent, manager, or person in charge.

SECURE ENCLOSURE. A structure in which an animal is confined such that the animal does not have access to humans or other animals. The structure will not be less than eight feet long, four feet wide and five feet tall. If the floor is not concrete, the outside walls must extend into the ground not less than one foot to prohibit the digging out of the animal. The top of the structure must be covered.

SERIOUS PHYSICAL INJURY. Physical injury which creates a substantial risk of death or which causes serious and protracted disfigurement, protracted impairment of health or protracted loss or impairment of the function of any bodily organ.

VETERINARIAN. A person licensed by the State of Oregon to practice veterinarian medicine.

WATCHDOG. A dog confined at a business for the exclusive use of protecting people or property of said business.

§ 92.03 ANIMAL ABUSE.

(A) *Animal abuse in the second degree.* A person commits the offense of animal abuse in the second degree if, except as otherwise authorized by law, the person causes physical injury to an animal. Animal abuse in the second degree is a Class 2 Violation.

(B) *Animal abuse in the first degree.* A person commits the offense of animal abuse in the first degree if, except as otherwise authorized by law, the person:

- (1) Causes serious physical injury to an animal; or
- (2) Cruelly causes the death of an animal.

Animal abuse in the first degree is a Class 1 Violation.

(C) Any practice of good animal husbandry is not a violation of this section.

§ 92.04 ANIMAL NEGLECT.

(A) *Minimum care required.* As used in this section, "minimum care" means care sufficient to preserve the health and well-being of an animal and, except for emergencies or circumstances beyond the reasonable control of the owner, includes, but is not limited to, the following requirements:

- (1) Food of sufficient quantity and quality to allow for normal growth or maintenance of body weight.

(2) Open or adequate access to potable water in sufficient quantity to satisfy the animal's needs. Snow or ice is not an adequate water source.

(3) In the case of pet or domestic animals, access to a barn, dog house or other enclosed structure sufficient to protect the animal from wind, rain, snow or sun and which has adequate bedding to protect against cold and dampness.

(4) Veterinary care deemed necessary by a reasonably prudent person to relieve distress from injury, neglect or disease.

(5) Pet or domestic animals shall not be confined to an area without adequate space for exercise necessary for the health of the animal or which does not allow access to a dry place for the animal to rest. The air temperature in a confinement area must be suitable for the animal involved. Confinement areas must be kept reasonably clean and free from excess waste or other contaminants that could affect the animal's health.

(B) *Animal neglect in the second degree.* A person commits the offense of animal neglect in the second degree if, except as otherwise authorized by law, the person fails to provide minimum care for an animal in such person's custody or control. Animal neglect in the second degree is a Class 2 Violation.

(C) *Animal neglect in the first degree.* A person commits the offense of animal neglect in the first degree if, except as otherwise authorized by law, the person:

(1) Fails to provide minimum care for an animal in such person's custody or control; and

(2) Such failure to provide care results in serious physical injury or death to the animal.

Animal neglect in the first degree is a Class 1 Violation.

§ 92.05 EXEMPTION FOR LIVESTOCK, RODEO ANIMALS AND COMMERCIALLY GROWN POULTRY.

Unless gross negligence can be shown, the provisions of sections 92.03 to 92.04 of this chapter shall not apply to the treatment of livestock being transported by owner or common carrier, animals involved in rodeos or similar exhibitions or commercially grown poultry.

§ 92.06 ANIMAL ABANDONMENT.

(A) A person commits the offense of animal abandonment if the person leaves a domesticated animal at a location without providing for the animal's continued care. Animal abandonment is a Class 4 Violation.

(B) It is no defense to the offense defined in subsection (1) of this section that the animal was abandoned at or near an animal shelter, veterinary clinic or other place of shelter if reasonable arrangements were not made for the care of the animal.

§ 92.07 FORFEITURE OF RIGHTS IN MISTREATED ANIMAL; COSTS; DISPOSITION OF ANIMAL.

(A) In addition to and not in lieu of any other penalty it may impose, the municipal court judge may require a defendant convicted under 92.03 to 92.06 to forfeit any rights of the defendant in the animal subjected to abuse, neglect or abandonment, and to repay the reasonable costs incurred by any person or agency prior to judgment in caring for each animal subjected to abuse, neglect or abandonment.

(B) When the municipal court judge orders the defendant's rights in the animal to be forfeited, the judge may further order that those rights be given over to the animal regulation authority for further disposition in accordance with this chapter. This subsection shall not constitute or authorize any limitation upon the right of the animal regulation authority. A transfer of rights under this subsection constitutes a transfer of ownership.

§ 92.08 ENTRY ONTO PRIVATE LAND.

Any animal control officer or any peace officer shall have the privilege of entering onto private land in the course of the officer's duties in enforcing the provisions of this code, but such officer shall not enter into any building or dwelling without legal authorization or permission of the owner or occupant of the premises.

§ 92.09 CARE OF STRAY ANIMALS.

All persons must turn over to the animal regulation authority stray animals immediately after the person exercises authority over the animal or must notify the animal regulation authority of the description of the animal and the address where the animal is being kept and retain possession of the animal for three days after the animal regulation authority is so notified.

§ 92.10 IMPOUNDMENT OF ANIMALS.

(A) Any peace officer or animal control officer may impound an animal that is in violation of this code.

(B) The animal regulation authority shall impound an animal if the owner of the animal has not posted bail or paid a fine for a violation of this code imposed by the municipal judge. For any animal so seized the notice and disposition of the animal shall be in the same manner as for licensed dogs under the provisions of this code.

(C) Any person whose property has been trespassed upon by any dog in violation of this code or who observes a dog trespassing upon the property of another, or who observes a dog killing, chasing or injuring livestock, may immediately apprehend that dog and hold the dog until delivery to an animal control officer, or to any peace officer. Any person who so impounds a dog must immediately notify the animal regulation authority of such impoundment. No person who has impounded a dog under this subsection shall fail to notify the animal regulation authority immediately.

(D) If an animal control officer or a peace officer has probable cause to believe that a dog is a potentially dangerous dog level 1, 2, 3, or 4, then he/she may impound the dog. If the officer has probable cause to believe that the dog is a potentially dangerous dog level 5, then he/she shall impound the dog. The officer shall hold the dog until a hearing on the classification is held pursuant to section 92.24, or until the dog is to be redeemed or disposed of pursuant to sections 92.13 to 92.14 of this chapter.

(E) If an animal control officer or a peace officer has probable cause to believe that any animal which is in an unoccupied motor vehicle may be in danger of dying, then they may enter the motor vehicle and impound the animal and leave a notice in the vehicle where the animal may be reclaimed.

(F) If there is probable cause to believe that any animal is being subjected to treatment in violation of 92.03 to 92.06, a peace officer, after obtaining a search warrant in the manner authorized by law, may enter the premises where the animal is being held, provide food and water and impound such animal. If after reasonable search the owner or person having custody of such animal cannot be found and notified of the impoundment, such notice shall be conspicuously posted on such premises and within 72 hours after the impoundment such notice shall be sent by certified mail to the address, if any, at which the animal was impounded.

§ 92.11 FAILURE TO SURRENDER ANIMAL.

(A) No person shall fail to surrender an animal to a person identifiable as an animal control officer or a peace officer upon their demand, so that the animal can be impounded or quarantined as provided for by this chapter.

(B) Failure to surrender an animal is a Class 2 Violation.

§ 92.12 RESISTING AN ANIMAL CONTROL OFFICER OR PEACE OFFICER.

(A) "Resists" as used in this section means the use or threatened use of violence, physical force or any other means that creates a substantial risk of physical injury to any person.

(B) No person shall intentionally resist someone known by them to be a peace officer or an animal control officer who is enforcing any provision of this chapter.

(C) Resisting an animal control officer or peace officer is a Class 1 Violation.

§ 92.13 IMPOUNDING REGULATIONS AND DISPOSITION OF IMPOUNDED ANIMALS.

(A) The animal regulation authority shall keep any animal impounded for the period of time herein specified. A daily record of such animals shall be kept at the place of impoundment and shall be made available to the public. The animal regulation authority shall dispose of such animals in accordance with the following provisions:

(1) An unlicensed dog or a dog for which the owner is unknown which has not been redeemed within 72 hours after impoundment may be sold, adopted or destroyed.

(2) Except as provided in subsection 92.13(A)(3), a licensed dog for which the owner is known which has not been redeemed within 120 hours of notification of the owner by telephone contact or by mailing or by posting at the owner's dwelling the impoundment notice, may be sold, adopted or destroyed.

(3) A licensed potentially dangerous dog for which the owner is known may be destroyed if the owner, after receiving notice of impoundment as provided in subsection 92.13(B):

(a) Fails to notify the animal regulation authority within 120 hours of the owner's intent to redeem the dog; or

(b) Fails to redeem the dog or appeal the classification within ten days.

(4) Except when state law mandates a different disposition procedure, all animals other than dogs shall be disposed of as provided in subpart 92.13(A)(1):

(5) Notwithstanding the previous subsections, abandoned or unwanted litters of animals aged two months or less may be destroyed immediately or, in the alternative, adopted or sold to any person. This subsection does not apply to litters impounded following a search of premises as provided in subsection 92.25.

(B) Except as provided in subsection 92.13(A), the animal regulation authority shall notify the owner by telephone or by the mailing of an impoundment notice within 24 hours after impoundment that the animal will be destroyed within 120 hours after such notification. The impoundment notice shall advise the owner of the place where the animal is kept, the procedures required for the redemption of the animal, the fees for the impoundment, daily care and redemption, and the consequences of failure to redeem the animal.

(C) Any animal unclaimed within 24 hours of a court order authorizing the redemption or release shall be destroyed, adopted or sold.

(D) If an order is entered by the municipal judge for an animal to be destroyed, execution of the order may be stayed for up to five years from the date of said order, providing that the dog owner and the City, within ten days of the order, present an agreement for approval to the municipal judge signed by both parties and providing:

(1) For restitution to be paid to the person injured, if applicable, including damages resulting from the injury to or destruction of livestock, and

(2) For safeguards that will help to ensure that the animal does not engage in such conduct again, including, but not limited to, requirements that the owner build a run for the animal before it is released, fence their yard or have the animal live elsewhere in a secure setting, and agree not to own any other animal on the property where the owner resides, and

(3) That if the animal is found in violation of the safeguards that have been imposed, that it may be immediately impounded by an animal control officer, a peace officer or any other person and destroyed by the animal regulation authority without a further hearing, unless the animal owner requests a hearing in writing to the animal regulation authority within 24 hours after the animal owner is notified that the animal is impounded. If the owner cannot be personally notified that the animal has been impounded, the animal may be destroyed four days after a notice of impound is mailed to the owner's last known address, unless the owner requests a hearing before then. The hearing will be limited to a determination as to whether the agreement has been violated.

(E) If an order is entered by the municipal judge for an animal to be destroyed, execution of the order shall be stayed for ten days to allow the filing of a notice of appeal or a writ of review. In the event a notice of appeal is filed within ten days, the animal shall not be destroyed until the disposition of the appeal.

(F) Notwithstanding the previous subsections, any animal given to the animal regulation authority by the owner for disposition may be destroyed immediately or, in the alternative, adopted or sold to any person. The owner shall pay a fee for handling the unwanted animal. For purposes of this section only, an owner is a person who has had the animal in their care, possession, custody, or control for six weeks or more.

(G) Notwithstanding the previous subsections, certain sick or injured animals may be destroyed immediately pursuant to the provisions of section 92.20 of this code.

§ 92.14 IMPOUNDMENT - REDEMPTION AND SALE.

(A) Redemption of an impounded animal shall be made by exhibiting satisfactory proof of ownership and by paying the following required fees and charges:

- (1) Impoundment fee;
- (2) Daily care fee;
- (3) License and rabies vaccination fees, if required;
- (4) Medical care fees, if required; and
- (5) Potentially dangerous dog license fees, if required.

(B) In addition to the requirements of subsection 92.14(A), a dog that has been classified as potentially dangerous shall not be released until the owner presents to the director sufficient evidence of compliance with the restrictions imposed by section 92.25. The owner shall have ten days from the time the owner receives the impoundment notice in which to comply with the potentially dangerous dog restrictions. No dog impounded because of level 5 behavior shall be released until the completion of any appeal requested by the owner of the dog pursuant to section 92.24.

(C) Impounded animals may be sold, adopted or destroyed after the applicable holding time.

(D) When an animal is sold or adopted out by the animal regulation authority, the purchaser shall pay any required license and rabies vaccination fees.

(E) No impoundment charge shall be made for an animal released after

- (1) The municipal court's determination that no violation occurred.
- (2) A potentially dangerous dog classification is successfully appealed.

(F) No live animal shall be used, sold or given by the animal regulation authority for surgical or medical demonstration or research.

(G) Except as otherwise provided, if after 72 hours an impounded animal cannot be sold, the animal regulation authority is authorized and empowered to destroy the animal by any humane method permitted under state law.

(H) If an animal is adopted or sold from the animal regulation authority or from any other agency which accepts unwanted or abandoned animals, the owner must have the animal spayed or neutered within six months from the date of sale if the animal is too young to be spayed or neutered immediately. If an animal over six months old is adopted or sold by an agency which accepts unwanted or abandoned animals, the animal shall be spayed or neutered within one month after it is turned over to its new owner. The new owner shall not fail to comply with this subsection.

(I) No person who is the owner of an animal shall fail to reclaim it from the animal regulation authority within the time specified in the notification that the animal is ready to be released.

§ 92.15 LICENSES, FEES AND EXCEPTIONS.

(A) *Dog licenses.*

(1) The City authorizes the Lane County Animal Regulation Authority to issue dog licenses for residents of Dunes City.

(2) Every owner of a dog that has a set of permanent canine teeth or has attained the age of six (6) months, whichever event occurs first, shall immediately obtain a license for the dog. If the dog owner moves into the city and the owner's dog does not have a current dog license from another city or county, the owner must obtain a license within five days of moving into the city.

(3) Licenses shall be valid for one, two, or three years from the date of issuance or until the sale or gift of the dog, whichever first occurs.

(4) No license shall be issued until a certificate of vaccination for rabies, valid for the term of the license is presented to the dog control authority or duly authorized issuer.

(5) Dog owners shall renew the dog license before it becomes delinquent for as long as they own the dog.

(6) A license tag issued to a dog owner shall be attached securely to a collar or harness on the dog for which it is issued. If a license tag is lost, the owner may obtain a duplicate license tag upon satisfactory proof of loss and payment of the required fee.

(B) The dog license fees shall be the same as those issued to Lane County residents unless otherwise determined by the City Council. The fee is due and payable upon the issuance of the license. A person who purchases a kennel license does not have to license the individual dogs as long as they live at the kennel. Also, a person who purchases a license for a commercial breeding kennel need not also obtain a commercial kennel or noncommercial kennel license, and a person who purchases a commercial kennel license need not obtain a noncommercial kennel license if they choose to operate such a kennel.

(C) *License Fees - Exceptions.*

(1) No license fee shall be required for any dog owned by a blind person who uses the dog as a guide. A license shall be issued for such dog upon proper proof of rabies vaccination and upon filing of an affidavit by the blind

person showing such dog to come within this exemption. Such affidavit shall be filed with the animal regulation authority.

(2) Only as part of a publicized city-wide campaign to license dogs owned by residents of the city and for a period not to exceed 30 days, periodically the city council may waive all or part of the neutered dog license fee required in subsection (2) of this section.

(D) After application upon a form to be provided by the animal regulation authority, a permit may be issued to the licensed owner of a dog to use that dog as a watchdog. The fee for such permit shall be in addition to the individual dog license fee.

(E) If a dog is classified as a potentially dangerous dog, the owner shall obtain a separate license for the dog as well as a regular dog license. The owner shall obtain the potentially dangerous dog license within ten days of the time the dog is classified and annually thereafter. The animal regulation authority shall issue or renew a potentially dangerous dog license provided:

(1) The owner presents to the director sufficient evidence of compliance with the restrictions imposed by section 92.25; and

(2) The owner pays a potentially dangerous dog license fee in the amounts established by the city council.

(F) If a dog owner has been fined or the dog owner's dog has been classified or registered in another state, county, or city because the dog engaged in the behaviors described in section 92.23, the owner shall notify the animal regulation authority of such classification, registration, or fine at the time the owner licenses the dog. If the director classifies the dog pursuant to section 92.24, the owner shall meet the requirements of subsections (2) and (5) above except that the initial potentially dangerous dog license fee will be as established by the city council for previously classified dogs.

§ 92.16 KENNEL LICENSE.

(A) No person shall operate a kennel, whether commercial or non-commercial, without the appropriate kennel license. Kennel licenses shall be valid from one year from the date of issuance.

(B) No kennel license shall be issued under this section to anyone in nonconformity with Chapter 92 of this code.

(C) The following provisions shall govern revocation of licenses:

(1) Three or more violations of sections 92.03 to 92.35 of this chapter within a period of 12 calendar months shall result in a revocation of licenses granted under this section.

(2) Such revocation may occur after a hearing before the city council and after the licensee has been mailed a notice of a time to appear at least five days in advance of the hearing. Such notice shall include a general statement of the reasons for commencing the revocation proceedings.

(3) The decision of the city council shall be final.

§ 92.17 USES OF WATCHDOG.

Any business using a watchdog shall conspicuously post the premises to warn the public of the watchdog. The dog shall not be allowed access to the public that is on the property during business hours. If the dog is used outside of a building, the property shall be fenced in a way to prohibit the dog access to any public right-of-way and other property.

§ 92.18 REPORTING OF BITING ANIMALS.

The owner of an animal susceptible to rabies which bites a human being shall immediately notify the animal regulation authority or the Lane County Health Officer of such bite, the time and circumstances of such bite and the name and address of the person bitten, if known.

§ 92.19 BITING AND RABID ANIMALS - QUARANTINE.

(A) When the animal regulation authority, a Dunes City official, or the departments of public health and human services or public safety of Lane County have grounds to suspect that an animal is infected with the disease of rabies, there shall be delivered to the owner of the animal a written notice thereof. The animal shall thereupon be quarantined at the owner's expense as provided by state law. The biting of any person by the animal shall constitute adequate grounds for suspecting the animal to be so infected. The delivery of the notice to a member of the owner's family 15 years of age or older at the premises where the animal is kept or at the owner's usual place of abode, shall be delivery of notice to the owner.

(B) Any animal that has been bitten by another animal proved to be rabid shall be destroyed.

(C) If an animal exhibits symptoms of rabies while it is under quarantine, the director of the department of health and human services for Lane County may order in writing that it be destroyed and its head be submitted as directed to the Oregon State Public Health Laboratory.

§ 92.20 SICK OR INJURED ANIMALS.

(A) Any sick or injured animal found by a peace officer or animal control officer off the premises of its owner shall be delivered to its owner if it is feasible to do so. Any such animal for which the owner is either unknown or cannot be reached after reasonable attempts to do so, may be impounded. The director shall determine whether the animal is so severely injured or incurably crippled that the humane thing to do would be to destroy the animal. If the director reasonably believes the animal should be destroyed, the animal may be destroyed immediately. If the director reasonably believes that the animal should not be destroyed and that treatment is necessary, the animal may be delivered by the animal regulation authority to a veterinarian for medical treatment. If the veterinarian determines that treatment should be given, such treatment may be given; provided, however, the animal may be destroyed if not claimed by its owner within 72 hours after being delivered to the veterinarian.

(B) Any peace officer or animal control officer may humanely destroy any animal too severely injured to move and not on the property of its owner, when the owner is either unknown or cannot be reached after reasonable attempts to do so.

(C) Arrangements for fees, selection of veterinarians, liability of veterinarians, etc., shall be as determined by separate contracts between the animal regulation authority and individual veterinarians.

(D) The owner of the animal shall be liable to the veterinarian and to the animal regulation authority for all expenses which are incurred for the care of said animal.

§ 92.21 DOGS AT LARGE PROHIBITED.

(A) No dog owner shall permit a dog to be at large.

(B) A dog owner is deemed to be negligent per se for the actions of a dog at large, or a dog undergoing field training, or a dog in a dog-off-leash area, when the dog causes injury to a person or property.

(C) Committing the infraction of a dog at large is a Class 4 Violation.

§ 92.22 CONTINUOUS ANNOYANCE.

(A) No animal owner shall permit any animal to cause continuous annoyance.

(B) Committing the infraction of a continuous annoyance is a Class 3 Violation.

§ 92.23 POTENTIALLY DANGEROUS DOG.

(A) The purpose of this section is to establish a procedure whereby dogs that pose a reasonably significant threat of causing serious injury to humans, domestic

animals or livestock or property are identified and subjected to precautionary restrictions in order to prevent initial or additional injuries.

(1) Level 1 behavior is established if a dog at large is found to menace, chase, display threatening or aggressive behavior or otherwise threaten or endanger the safety of any domestic animal or livestock. Level 1 behavior is a Class 4 Violation.

(2) Level 2 behavior is established if a dog at large is found to menace, chase, display threatening or aggressive behavior or otherwise threaten or endanger the safety of any person. Level 2 behavior is a Class 3 Violation.

(3) Level 3 behavior is established if a dog, while at large, bites or causes physical injury to any domestic animal or livestock. Level 3 behavior is a Class 3 Violation.

(4) Level 4 behavior is established if a dog bites any person. Level 4 behavior is a Class 2 Violation.

(5) Level 5 behavior is established if:

(a) A dog, whether or not confined, causes the serious injury or death of any person; or

(b) A dog, while at large, kills any domestic animal; or

(c) A dog, while at large, kills any livestock; or

(d) A dog engages in or is found to have been trained to engage in exhibitions of fighting; or

(e) A dog that has been classified as a level 4 potentially dangerous dog repeats the behavior described in subsection 92.23(A)(4) after the owner receives notice of the level 4 behavior classification.

Level 5 behavior is a Class 1 Violation.

(B) Notwithstanding subsection 92.23(A), the director shall have discretion to refrain from classifying a dog as potentially dangerous even if the dog has engaged in the behaviors specified in subsection 92.23(A) if the director determines that the behavior was a result of the victim abusing or tormenting the dog or other extenuating circumstances.

(C) No dog shall be classified as potentially dangerous if the behavior in question was directed against a trespasser on the property of a business which owns a licensed watchdog, providing the owner has complied with section 92.17 of this code.

(D) No dog shall be classified as potentially dangerous if the behavior in question was directed against a trespasser that has illegally entered any residence.

(E) Upon application of the dog owner accompanied by the fee established by the city council, the restrictions for a dog classified under subsection 92.23(A) shall be reviewed by the municipal court judge after six months for dogs classified as Level 1 or Level 2 and after one year for dogs classified as Level 3 or higher. If the dog owner can show that the behavior that caused the classification has been corrected to the satisfaction of the municipal court judge, then the judge may enter an order modifying or deleting the classification.

**§ 92.24 IDENTIFICATION OF POTENTIALLY DANGEROUS DOGS;
APPEALS, RESTRICTIONS PENDING APPEAL.**

(A) The director shall have the authority to determine whether any dog has engaged in the behaviors specified in section 92.23. This determination shall be based upon an investigation that includes observation of the dog's behavior by the animal regulation authority employees or by other witnesses who personally observed the behavior, sign a written statement attesting to the observed behavior and agree to provide testimony regarding the dog's behavior, if necessary. The determination may also be based on evidence that the dog's owner was fined or the dog was classified or registered in another state, county or city because the dog engaged in the behaviors specified in section 92.23.

(B) The director shall give the dog's owner written notice by certified mail or personal service containing a description of the dog's specific behavior, classification as a potentially dangerous dog and the additional restrictions applicable to that dog by reason of its classification. If the owner denies that the behavior in question occurred, the owner may appeal the director's decision to the municipal judge within 10 days of the date the notice was received by the owner by certified mail or the owner was personally served.

(C) The municipal court shall hear the appeal from the director's decision to classify a dog as potentially dangerous. The owner and any other persons having relevant evidence concerning the dog's behavior as specified in section 92.23 shall be allowed to present testimony.

(D) Once the owner has received notice of the dog's classification as a Level 1 to Level 4 potentially dangerous dog pursuant to subsection 92.24(B), the owner shall comply with the restrictions specified in the notice, within ten days, unless the owner appeals it to the municipal court. If the director's decision is upheld on appeal, the dog's owner shall be liable for the cost of the dog's impoundment.

(E) If the director finds that a dog has engaged in Level 5 behavior, the dog shall be impounded pending completion of all appeals. If the director's decision is upheld on appeal, the dog's owner shall be liable for the cost of the dog's impoundment.

§ 92.25 REGULATION OF POTENTIALLY DANGEROUS DOGS.

(A) In addition to the other requirements of sections 92.01 to 92.34 and restrictions that the municipal court deems reasonable under the circumstances, the owner of a potentially dangerous dog shall comply with the following regulations:

(1) If the dog has engaged in Level 1 or Level 2 behavior, the owner shall provide a physical device or structure that prevents the dog from reaching any public right-of-way or adjoining property, and shall restrict the dog by such a device or structure whenever the dog is outside the owner's home and not on a leash off the owner's property.

(2) If the dog has engaged in Level 3 behavior, the owner shall provide a secure enclosure and confine the dog within such enclosure whenever the dog is not on a leash off the owner's property or inside the home of the owner. The owner shall also post approved warning signs on the property where the dog is kept.

(3) If the dog has engaged in Level 4 or Level 5 behavior, the owner shall meet the requirements of subpart 92.25(A)(2) and shall, additionally, not permit the dog to be off the owner's property unless the dog is muzzled and restrained by an adequate leash and under the control of a capable person over the age of 18.

(4) Any dog that has been found to have engaged in Level 4 or 5 behavior may be euthanized by order of the municipal court judge or the hearings official, provided the dog's behavior poses a significant risk of additional injury or death and the owner fails to provide sufficient evidence of compliance with the restrictions imposed by this section. In addition, the hearings official or municipal court judge has the authority to suspend, for a period of time, the Level 5 dog owner's right to be the owner of any dog in the city, including dogs currently owned by that person.

(5) To ensure correct identification, the owner of a dog that has been classified as potentially dangerous shall cause the dog to wear an identifying collar and ID tag. In addition, the owner of a dog that has engaged in Level 5 behavior shall have the dog marked with a permanent identifying mark.

(6) In addition to obtaining a regular dog license, the owner shall obtain a potentially dangerous dog license pursuant to sections 92.15(B) and 92.15(E).

(7) The owner of a potentially dangerous dog shall notify the director of the transfer of ownership by sale, gift or otherwise of the potentially dangerous

dog and of the name and address of the person to whom the potentially dangerous dog was transferred.

(B) No person shall own a dog in violation of this section or of the municipal judge's order under subpart 92.25(A)(4).

§ 92.26 DANGEROUS ANIMALS.

(A) No person who is the owner of a dangerous animal, or who has a right of property in, or who harbors, has in their care, possession, custody or control a dangerous animal, shall allow a dangerous animal to be exposed to the public.

(B) A dangerous animal which has been exposed to the public may be impounded by any peace officer or animal control officer and disposed of in accordance with the provisions of this code for the impoundment and disposition of animals, except, before a dangerous animal is released, the municipal judge must enter findings that proper precautions will be taken to insure the public health and safety.

(C) A dangerous animal running at large which because of its disposition or diseased condition is too hazardous to apprehend may be destroyed by a peace officer, animal control officer, or by a person acting in defense of that person's own self or another person.

(D) Violation of this section of the code is a Class 3 Violation.

§ 92.27 LIVESTOCK NOT TO RUN AT LARGE.

(A) No person who is the owner or keeper of livestock shall permit or allow the same to run or be at large or to be on or enter the premises of another person.

(B) Violation of this section of the code is a Class 4 Violation.

§ 92.28 PARKING OR TETHERING HORSES ON STREETS PROHIBITED.

(A) No person who is the owner or keeper of a horse shall park it or tether it on a public way or allow it on a public way or in a park except under the direct control of a qualified person.

(B) Violation of this section of the code is a Class 4 Violation.

§ 92.29 DOG WASTE MATTER.

(A) It shall be unlawful for a dog owner to allow the dog, except for seeing eye dogs, to deposit solid waste matter on any improved property other than that of the dog owner. It shall be a defense to this section if the dog owner immediately removes the solid waste.

- (B) Violation of this section of the code is a Class 4 Violation.

§ 92.30 DEAD ANIMALS - REMOVAL OF CARCASSES.

No person shall knowingly permit an animal carcass owned by that person to remain on public property or to be exposed on private property. Violation of this section of the code is a Class 4 Violation.

§ 92.31 ANIMAL EUTHANASIA.

(A) No animal agency may put to death a dog or cat by any means other than an individual injection of sodium pentobarbital administered by a veterinarian, animal technician or person licensed by the Oregon State Veterinary Medical Examining Board to administer sodium pentobarbital.

(B) No veterinarian in private practice of veterinarian medicine may put to death a dog or cat under the veterinarian's care, custody or control by any means other than the individual injection of a drug administered by the veterinarian or animal technician.

- (C) Violation of this section of the code is a Class 3 Violation.

§ 92.32 SELLING, TRADING, BARTERING OR GIVING AWAY ANIMALS IN CERTAIN LOCATIONS PROHIBITED.

No person shall sell, trade, barter or give or offer to give away any animal to another person in a city park or property owned by the city. Violation of this section of the code is a Class 4 Violation.

§ 92.33 SALE, ETC., OF BABY CHICKS, DUCKLINGS, GOSLINGS OR RABBITS.

(A) No baby chick, duckling, gosling or rabbit that has been dyed or otherwise colored artificially may be sold or offered for sale, raffled, offered or given as a prize, premium or advertising device or displayed in a store, shop, carnival or other public place.

(B) Baby chicks, ducklings and goslings younger than four weeks of age may not be sold or offered for sale, raffled or offered or given as a prize, premium or advertising device in quantities of less than 12 birds to an individual person.

(C) Stores, shops, vendors and others offering baby chicks, ducklings or goslings for sale, raffle or as a prize, premium or advertising device or displaying chicks, ducklings or goslings to the public shall provide and operate brooders or other heating

devices that may be necessary to maintain the chicks, ducklings or goslings in good health and shall keep adequate food and water available to the birds at all times.

(D) Violation of this section of the code is a Class 3 Violation.

§ 92.34 DOGS IN SEASON (ESTRUS).

No person shall permit a dog in heat (estrus) to be accessible to male dogs not in the person's ownership, except for intentional breeding purposes.

§ 92.35 INTERFERENCE WITH POLICE ANIMAL.

(A) *Interference with a police animal in the second degree.* A person commits the crime of interference with a police animal in the second degree if the person:

(1) Intentionally, knowingly or recklessly torments, interferes with or tampers with a police animal while the police animal is being used in the lawful discharge of its duty; or

(2) Intentionally torments or seeks to cause injury to a police animal at any time if the person knows that the animal is a police animal; or

(3) Causes or directs any animal to attack or otherwise interfere with a police animal while the police animal is being used in the lawful discharge of its duty. A peace officer may destroy an animal attacking a police animal if no lesser means are reasonably available to prevent injury to the police animal.

Interference with a police animal in the second degree is a Class 2 Violation.

(B) *Interference with a police animal in the first degree.* A person commits the crime of interference with a police animal in the first degree if the person intentionally or knowingly injures or attempts to injure an animal the person knows or reasonably should know is a police animal while the police animal is being used in the lawful discharge of its duty. Interference with a police animal in the first degree is a Class 1 Violation.

§ 92.36 CLASSIFICATION OF VIOLATIONS OF ANIMAL REGULATIONS

The failure to comply with Dunes City's provisions for animal regulation, unless provided otherwise, shall be classified for the purposes of establishing civil penalties into one of the following categories of violation:

(A) *Class 1 Violation.* For a Class 1 Violation, the monetary penalty shall be no less than \$100, nor more than \$500 for a first occurrence. For a second Class 1 Violation occurring within 12 months from the date of the first occurrence the monetary penalty shall be no less than \$200, nor more than \$500. For a third Class 1 Violation

occurring within a 12-month period from the date of the first occurrence, the monetary penalty shall be \$500.

(B) *Class 2 Violation* For a Class 2 Violation, the monetary penalty shall be no less than \$50, nor more than \$250 for a first occurrence. If the responsible person had a prior occurrence of a Class 1 or 2 Violation within 12 months from the date of the first occurrence, the monetary penalty shall be no less than \$100 nor more than \$250. If the responsible person had two prior occurrences for a Class 1 or 2 Violation within a 12-month period from the date of the first occurrence, the monetary penalty shall be \$250.

(C) *Class 3 Violation.* For a Class 4 Violation the monetary penalty shall be \$25 for the first occurrence, \$35 for the second occurrence, \$45 for the third occurrence, and \$55 for each subsequent occurrence within any 12- month period of time.

(D) *Class 4 Violation* For a Class 4 failure to comply the monetary penalty shall be no less than \$10, nor more than \$150 for a first occurrence. If the responsible person had a prior violation within 12 months from the date of the first occurrence, the fine shall be no less than \$40, nor more than \$150. If the responsible person had two prior occurrences of a Class 1, 2 or 3 Violation within 12 months of the date of the first offense, the monetary penalty shall be \$150.

Section 2. Severability. If any phrase, clause, or part of this Ordinance is found to be invalid by a court of competent jurisdiction, the remaining phrases, clauses, and parts shall remain in full force and effect.

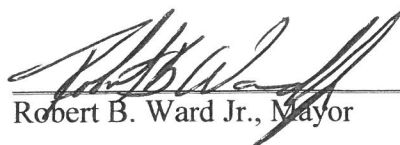
ADOPTED BY THE DUNES CITY COUNCIL THIS 9th DAY OF JUNE, 2005.

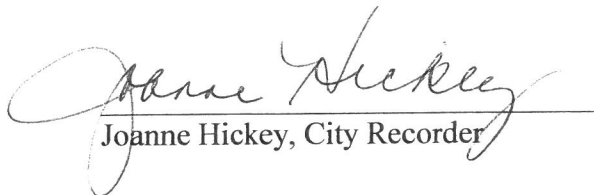
Ayes: 5

Nays: 1

Abstain: _____

Absent: _____


Robert B. Ward Jr., Mayor


Joanne Hickey, City Recorder

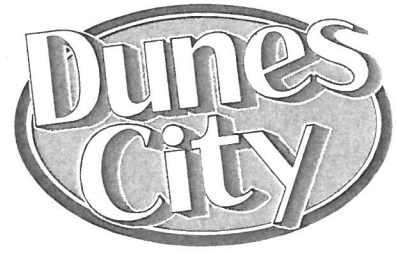
Keith
MARK
EDDARY

Date: 7/29/18 Weather: 5:45 PM Air Temp: Personnel:

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Outlet	10:50	18.0	21.2	64.9	XXXXX	sfc	XXXXX	XXXXX	XXXXX	XXXXX	XXXXX
Atlas	10:20	20.0	20.0	62.7	XXXXX	sfc	XXXXX	XXXXX	XXXXX	7.53	21° 663
			13.6	?	XXXXX	z=19.5	3.64	XXXXX	?	XXXXX	XXXXX
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			21.1	?	XXXXX	10m	7.98	XXXXX	XXXXX	XXXXX	XXXXX
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Br. 1	11:07	17.6	20.6	62.1	XXXXX	sfc	?			7.36	21° 165
Br. 2	11:20	17.6	20.2	62	XXXXX	sfc	XXXXX	XXXXX	XXXXX	XXXXX	XXXXX
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Br. 3	11:15	17.8	20.8	62.1	XXXXX	sfc	XXXXX	XXXXX	XXXXX	XXXXX	XXXXX
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Emergency Services Report to City Council

September 12, 2018 ~ Prepared by Jamie Mills



I was unable to attend the West Lane Emergency Operations Group meeting held on Monday, August 20 at the Siuslaw Valley Fire and Rescue Station #1 in Florence due to the staff shortage in the office. The Agenda and packet materials are included in this packet.

I received an email from Megan Messmer, Chair of WLEOG and the representative to WLEOG for the City of Florence regarding proposed changes to WLEOG Rules of Procedure for the 2018-2019 Fiscal Year and for the Agreements between WLEOG and the member entities. Those proposed changes are attached for review. We are asked to review the documents and provide comments to Ms. Messmer before the September 17, 2018 WLEOG meeting.

The next WLEOG meeting will be held at the Fire Station in Florence on Monday, September 17th at 10:00 a.m.

**WEST LANE EMERGENCY OPERATIONS GROUP
INTERGOVERNMENTAL AGREEMENT ~~WLOG AGREEMENT~~**

Updated Month 2018

This agreement supersedes any older agreements and addendums.

Commented [MM1]: Need to add actual date!

AN INTERGOVERNMENTAL AGREEMENT TO ESTABLISH THE WEST LANE EMERGENCY OPERATIONS GROUP (WLEOG), AN AGREEMENT, is entered into by and between some or all of the following: the ~~Cities of Florence, the City of Florence, the City of Dunes City and Dunes City, the Port of Siuslaw, Siuslaw Rural Fire Protection District, Valley Fire and Rescue District, Western Lane Ambulance District, Peace Health, the Port of Siuslaw, and the Mapleton Fire Department, and the West Lane Ambulance District, all of which are political subdivisions of the State of Oregon; and the Confederated Tribes of the Coos, Lower Umpqua, and Siuslaw Indians Police Department; and PeaceHealth Peace Harbor Medical Center.~~

Commented [MM2]: Reordered to differentiate government entities from not-for-profit. The hospital was listed with the governments. Also defined that relationship later in agreement.

RECITALS

WHEREAS, ORS 190.010 provides that ~~“a unit of local government may enter into a written agreement with any other unit or units of local government for the performance of any or all functions and activities that a party to the agreement, its officers or agencies, have authority to perform;”~~ and ~~units of local government may enter into agreements with one another for the performance of any or all functions and activities that a party to the agreements, its officers or agents, have authority to perform;”~~ and

WHEREAS, ORS 190.110 provides that units of local government may also cooperate with an American Indian tribe or agency of an American Indian tribe; ~~and~~

WHEREAS, it is the intent of the parties to create an intergovernmental entity in accordance with ORD 190.010, 190.085, and 190.110, for the purposes provided in this agreement.

Commented [MM3]: I pulled the language straight from the ORS.

Now therefore it is agreed:

Section 1. DEFINITIONS

For the purposes of this agreement the following terms shall mean:

A. Member - A qualified governmental entity

1) ~~(a)~~ whose authorized representative has signed a copy of this Agreement;

2) ~~(b)~~ that has adopted an ordinance ratifying the creation of the Group in accordance with ORS 190.085 or has taken other legislative action to accomplish the same purposes; and

A-3) ~~(c)~~ is either an original member of the Group or has been accepted as a member by a majority of the members.

B. Qualified Government Entity - A local government authorized under ORS 190.010(5) to create an intergovernmental entity, or a state agency, American Indian tribe or a United States

Governmental agency with whom local governments have the authority to cooperate under ORS 190.100.

- C. Group - The West Lane Emergency Operations Group, an intergovernmental entity formed as an organization of government by an intergovernmental agreement, having the power to own property, enter into agreements, and such other powers as described in this agreement.
- D. Associate Member - A nonvoting member of the Group who may attend all meetings and participate in the activities of the Group to the extent allowed by law or by agreement between the Group and the associate member.
- E. Emergency - Any human-made, technological, or natural event or circumstance causing or threatening loss of life, injury to persons or property, human suffering or financial loss including but not limited to disaster, fire, explosion, flood, severe weather, drought, earthquake, tsunami, volcanic activity, spills or releases of petroleum products or other hazardous material, contamination, utility or transportation emergencies, disease, blight, infestation, or civil disturbance, riot, sabotage and war.
- F. Emergency Preparedness - The process for developing plans to guide both governmental and community members through a disaster.
- G. Emergency Response - The coordinated response by local emergency service providers for a major event utilizing the National Incident Management System (NIMS).

Commented [MM4]: We can leave these it but I thought civil disturbance covered them. Also, I don't think we are going to be in charge in the event of war...

~~J. Hazard Identification~~ - Those actions necessary to reduce the potential effects of identified hazards prior to an emergency event.

~~K. Disaster~~ - An occurrence or imminent threat of widespread or severe damage, injury or loss of life or property resulting from any natural, technological or human-made cause including but not limited to fire, flood, earthquake, windstorm, oil spill or other contamination, radioactive incident, epidemic, air contamination, blight, drought, infestation, explosion, riot, hostile or paramilitary action, or structure failure of a dam, building or infrastructure, or other public calamity requiring emergency action.

~~Emergency Management Coordinator~~ - The Emergency Management Coordinator is an appointed member of the group who is responsible for ensuring the group's operational, logistical, and administrative needs.

The purpose of this ~~Agreement~~ Intergovernmental Agreement (Agreement) is to form an intergovernmental entity known as the West Lane Emergency Operations Group ~~(hereafter the West Lane Emergency Operations Group or the "Group"). The Group~~, which shall operate under the direction of representatives from entities, which have agreed to the terms and conditions of this ~~agreement~~ Agreement, to carry out the following activities and functions:

Commented [MM5]: Removed from Rules of Procedures as well. Redistributed to other roles as it is not in line with EOP or falls under Admin roles. This way it is not specific to a single individual, but rather a partner agency's representative.

- A. To coordinate the emergency planning, preparedness, response, and recovery activities of participating emergency providers in west Lane County. The Geographic Service Area (Area) of the Group will (the area within the be defined as the West Lane Ambulance District ASA service

~~area, which will be referred to as the "Area"; See attachment "A" Map of Area as demonstrated in Exhibit Aa.~~

Commented [MM6]: Made language consistent throughout.

- B. To work with all entities, public and private, who expect to play a role in emergency preparedness and emergency response within west Lane County;
- C. To assist members in reviewing and updating their emergency operations plans and develop emergency response plans for underserved areas within the Area;
- D. To improve local emergency preparedness by taking an active role in public education and community awareness;
- E. To improve emergency response activities through such activities as training, coordinating response assignments, coordination of mutual aid plans and agreements, and designation of persons and agencies responsible for directing emergency response ~~to include an Emergency Management Coordinator;~~
- F. To improve emergency recovery activities through the coordination of emergency declaration responsibilities;
- G. To extend the benefits of membership to other entities, including private parties, that are able to assist and contribute to the ~~goal~~ goal of improved emergency operations within the Area; ~~and~~
~~the~~
- A. ~~II.~~ To acquire tangible and intangible assets and take other actions as are deemed necessary to fulfill the purposes of the Group.

Section 3. MEMBERSHIP

~~under the authority of ORS 190.010(5) and ORS 190.110(1). Membership in the Group is, subject to the approval by a majority of the original members of the Group, open to any qualified governmental-public entity-entity that has emergency operations responsibilities in the Area or that can contribute to the improvement of emergency operations and is willing to accept to the obligations of membership. The original members anticipate that such additional members may include the school district and that the Group may agree with Peace Harbor Hospital for its participation in the Group's activities.~~ not-for-profit organizations with a strong correlation to emergency operations and the Group's purpose, similar to the existing membership of PeaceHealth Peace Harbor Medical Center.

Commented [MM7]: Again, defined the hospital as a not for profit partner.

- C. ~~B.~~ Entities seeking to accept the terms of this Agreement and become members may seek full voting membership or associated, non-voting membership. Membership status will be agreed to by the applying Member and the Group at the time the new Member is added. The addition of a new member shall not be considered an amendment to the Agreement.
- D. ~~C.~~ Associated non-voting members must accept terms of this Agreement, but need not adopt an ordinance approving this Agreement. Members that do not pass an ordinance approving the Agreement shall not be delegated any authority that involves the exercise of any governmental authority share with the Group by a full voting member.

~~E-D.~~ Associated, non-voting members may participate fully in all Group discussions and consideration of matters before the Group, including discussions concerning Group policies and actions. Associated, non-voting members may make recommendations to the Group concerning any Group policy or action. Associated, non-voting members may not propose an item for consideration and vote by the Group.

Section 4. AUTHORITY

A. Except as provided in ~~section~~ Section 4(B), the Group shall develop policies and procedures which will allow for the Group, or their designee, the authority to act on their behalf. To oversee and direct the emergency planning, preparedness, response and recovery, and other related responsibilities as may be assigned by the members. The Group shall have authority to carry out all functions and duties assigned to it by its members pursuant to this ~~agreement~~ Agreement. Including, but not limited to, the authority to buy and sell real and personal property, contract, borrow against pledges of Group funds, and to otherwise act consistent with its responsibilities, subject to the specific provisions of reservation provided in this ~~agreement~~ Agreement. When approved by a majority of the current membership of the Group, the Group may designate one or more members to carry out day-to-day operations and act as the executive authority for policy decisions made by the Group.

~~B.~~ This Agreement does not irrevocably assign or otherwise reduce a member organization's individual, jurisdictional ~~the members'~~ powers or authority with regard to emergency operations.

~~1) 1-~~ The Group is not authorized to create an obligation or debt to be paid by any member, and no member shall be liable to pay any obligation or debt of the Group or compensate any entity for a loss that may result from an action of the Group.

~~1) 2)~~ The debts, liabilities, and obligations of the Group shall not, be assigned to the parties to this ~~agreement~~ Agreement, either jointly or severally. ~~2-A~~

~~B-3)~~ Members of the Group retain full authority to amend this Agreement, and individual members may adopt, any legislation required as a prerequisite for any action by the Group.

~~C.~~ The activities of the Group may be performed by administrative officers or other personnel hired by the Group, or by personnel loaned to the Group by a member. Any personnel loaned to the Group by a member shall remain an employee of the loaning members, who shall therefore remain responsible for all employee pay and benefits, although, the Group may, by separate agreement, provide for reimbursement of the member for the expense of the loaned personnel.

D. The Group may receive property transferred to it by a member, or any other person, and may undertake joint or shared ownership of property, real or personal.

Section 5. CONTRACTS

The Group is authorized by the members to enter into contracts for:

A. Technical and professional services, including, but not limited to, general and specialized education with regard to emergency operations and emergency preparedness, emergency planning and hazard identification, and other services necessary to fulfill the Group's purposes.

B. The receipt and expenditure of funds, including grant funds.

C. The lease, purchase and ownership of real and personal property.

The Group's contracts shall be valid when signed by the presiding officer of the Group, after authorization of such signature by a majority of the members of the Group.

Section 6. RULES OF PROCEDURE

The Group shall adopt ~~rules of procedure~~ Rules of Procedure. The rules shall:

- A. Establish times and places of meetings.
- B. Establish a central office for the Group, which shall have a mailing address, a telephone number, and appropriate records of the Group. This may be accomplished with facilities owned by a member of the Group and loaned to the Group for use.
- C. Prescribe officers of the Group to be elected by the Group from among its members.
- D. Provide for the organization and operations of the meetings of the Group. Each full voting member shall be entitled to select one representative to vote at Group meetings. A quorum for any meeting shall consist of a majority of the full voting members that have appointed representatives.
- E. The original ~~rules of procedure~~ Rules of Procedure shall provide that a decision of the Group, including a decision to amend the ~~rules of procedure~~ Rules of Procedure, may be made only upon the affirmative vote of at least half of the members of the Group. The ~~rules of procedure~~ Rules of Procedure may be amended to provide that decisions may be made by less than a majority of the members, except that no amendment of the ~~rules of procedure~~ Rules of Procedure may ever be made by less than a majority of the members. The ~~rules of procedure~~ Rules of Procedure may provide for meetings to be conducted by telephone or for the attendance of some members representatives ~~by~~ by telephone.

Section 7. COST OF OPERATION

- A. The cost of operation of the Group shall be determined by the Group, according to its ~~Rules of Procedure~~ Rules of Procedure. In accordance with and subject to the Oregon local budget law, the Group may make expenditures for the purchase of materials, services, supplies, and equipment. Expenditures shall not exceed the funds appropriated for the purpose by the Group. All obligations of the Group shall be subject to prior appropriation of funds. Cost of operation of the Group shall be limited to membership dues unless other funds are anticipated to be available during the budget cycle. No members shall be individually obligated for any payments except as previously approved by the member.
- B. Any revenues received in excess of the budgeted cost of operation may be reinvested in the provision of additional service by the Group, or held in contingency for future needs, or otherwise used as determined by the Group in conformance with Oregon local budget law.

Section 8. MEMBERSHIP DUES

- A. One of the obligations of full membership in the Group is the payment of membership dues. Each member shall pay dues on an annual basis (July 1 through June 30) according to the formula rates set forth in Attachment B. Attachment B may be ~~amended~~ updated annually ~~from time to time~~ based upon a proposal from the Group, or from any member, including associated non-voting members during the budget process. Any change to the formula set forth in Attachment B will be effective only when approved by all the current members of the Group whose ~~percentage or~~ dollar contribution would be changed by the amendment. Dues shall be due July 1 of each year. Members joining after July 1 of any fiscal year shall pay prorated dues for the first year of membership.
- B. Voluntary payments to the Group, or payments pursuant to other agreements with the Group or any of its members, shall not be considered as dues payments.

Commented [MM8]: Defined what year structure the group was operating under.

Section 9. TERMINATION AND WITHDRAWAL

- A. The duration of this ~~a~~Agreement shall be perpetual. Any members may terminate its participation in the ~~agreement~~ Agreement and withdraw from the Group upon 90 days written notice of withdrawal to the Group and other members. If sufficient members withdraw that it appears necessary or appropriate to terminate the operations of the Group, the members, including members who have withdrawn or sought to withdraw within the prior six months who wish to attend, shall meet and provide for the transfer or assumption of then current Group activities.
- B. Failure to pay member dues in full within 90 days of the beginning of the fiscal year, or the absence of a member representative at three consecutive regular meetings of the Group may be considered by the Group to be an implied request to withdraw from membership. At a special meeting, or at its next regular meeting after the development of such an implied request for withdrawal, the Group may terminate the member's membership in the Group. Notice that the Group will consider termination must be mailed to all members by first-class mail no less than 21 calendar days in advance of the meeting, so that each member may confer with the member's representative, or to select a special representative, and for the member to instruct the member's representative on the proposed withdrawal or termination. If, at a meeting where consideration of such termination has been adequately noticed, the Group determines that termination of membership is appropriate, that member's membership shall be terminated immediately. The Group need not return any dues paid or other contribution made to the Group. The Group action to terminate a member's membership under these conditions is not a breach of the Agreement.
- C. Prior to, but as an action leading to, the dissolution of the Group, any member or members may, by agreement, assume responsibility for specific debts, liabilities, or obligations of the Group. Prior to, but as an action leading to, dissolution of the Group, all assets acquired by the Group shall be disposed of by sale or transfer, as determined by the Group. In the event that some debts, liabilities, or obligations remain after a voluntary assumption and payment ~~from~~ from the proceeds of the disposal of assets, these debts, liabilities, or obligations shall be apportioned among all members according to their proportional payment of Group dues according to the dues agreement then in effect.

Section 10. DISPUTE RESOLUTION

- A. In the event of a dispute or disagreement regarding the performance, terms, or conditions of this ~~a~~Agreement, unless otherwise provided, the members shall first attempt to resolve the dispute by information discussion among the members' representatives. If informal discussions among the representatives fail to resolve the dispute, the representative shall seek guidance from, or involvement of, the persons or officials who designated the representative on behalf of their entities.
- B. If the steps described in ~~subsection A~~ Section 10(A) fail to resolve the dispute, the members shall engage a mediator or facilitator to assist the representatives in resolution of the dispute.
- 1) ~~4-~~ The parties may use any method for selecting a mediator that is acceptable to all parties involved in the dispute. Absent such agreement, they shall ask the faculty members at the University of Oregon School of Law who teaches mediation to provide a list of three qualified

mediators. Each side of the dispute may strike one name from the list, and the remaining person shall be the mediator, if the person is willing to serve in that capacity. ~~2-~~

~~B-2)~~ Each member involved in the dispute shall pay an equal share of the cost of the mediation services.

- C. If mediation fails to produce a resolution of the dispute, any member may initiate a legal action in the Circuit Court for Lane County, for declaratory relief or such other relief as may be available given the nature of the dispute.

Section 11. EFFECTIVE DATE

A. As required by ORS 190.085, prior to this ~~agreement~~ Agreement becoming effective, each of the local government parties to this ~~agreement~~ Agreement must enact an ordinance ratifying the creation of the intergovernmental entity, declaring that it is the intent of the governing body enacting the ordinance ~~to create an intergovernmental entity by intergovernmental agreement, specifying the effective date of the agreement, setting forth the public purposes of the intergovernmental entity and describing the powers, duties, and functions of the intergovernmental entity.~~ Not later than 30 days after the effective date of the intergovernmental agreement, each member, upon joining, must file with the Secretary of State copies of the enacting ordinance and copies of this intergovernmental agreement.

B. A qualified governmental entity that is not a local government, ~~or a not-for-profit organization,~~ shall ratify the creation of the intergovernmental entity by enacting legislation in an appropriate form to address each of the matters listed in ~~subsection A~~ Section 11(A) ~~of this section.~~

C. This ~~a~~ Agreement shall become effective for the first and second members of the Group upon the adoption of an enacting ordinance by the second members adopting such an enacting ordinance, and shall thereafter become effective for each additional local government member of the Group acting pursuant to ORS 190.010(5) upon adoption of an enacting ordinance. This Agreement shall become effective for any other entity joining the Group when the Group and member have both approved the addition of the member, which shall be confirmed by the signature of the Group chair and an authorized representative of the new member affixing their signatures on copies of this agreement and noting also the date of the signature.

Commented [MM9]: Again, defining the roles.

Qualifying government that is not a local government includes the special districts.

Section 12. ~~Notice~~ NOTICE

Until notice of ~~Change~~ change is provided to all current members of the Group, all notice to the Group shall be directed to:

WLEOG Board President
2625 Highway 101
Florence, OR 97439

Section 14. SIGNATURES

City of Florence

Sign: _____

Name: _____

Title: _____

Date: _____

City of Dunes City

Sign: _____

Name: _____

Title: _____

Date: _____

Siuslaw Valley Fire & Rescue

Sign: _____

Name: _____

Title: _____

Date: _____

Western Lane Ambulance

Sign: _____

Name: _____

Title: _____

Date: _____

Port of Siuslaw

Sign: _____

Name: _____

Title: _____

Date: _____

Mapleton Fire Department

Sign: _____

Name: _____

Title: _____

Date: _____

**Confederated Tribes of Coos, Lower Umpqua,
& Siuslaw Indians**

Sign: _____

Name: _____

Title: _____

Date: _____

PeaceHarbor Peace Health Medical Center

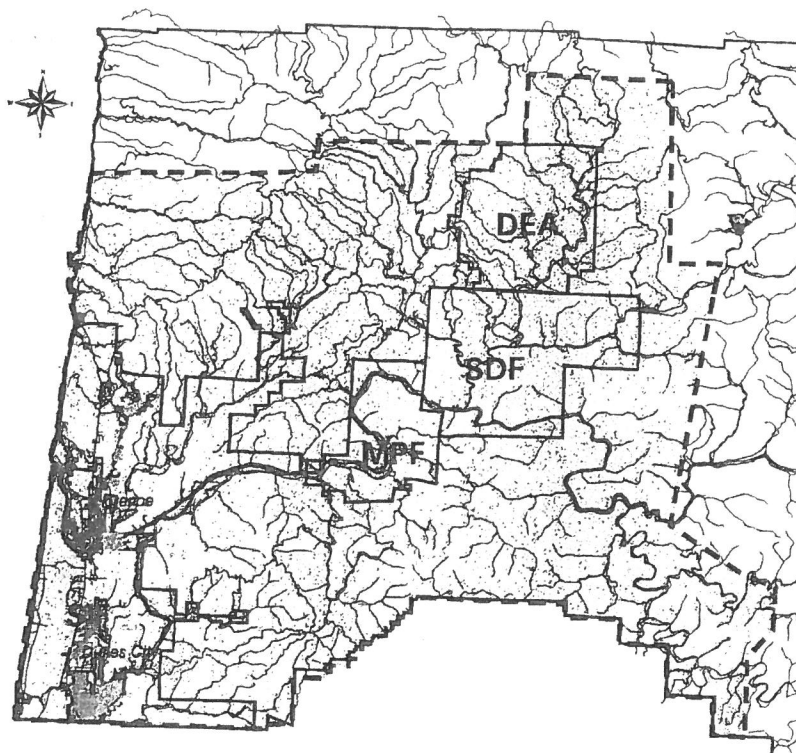
Sign: _____

Name: _____

Title: _____

Date: _____

Exhibit A
Geographic Service Area



West Lane Emergency Operations Group

Scale: 1 inch = 4.5 miles

Exhibit B

West Lane Emergency Operations Group Intergovernmental Agreement WLEOG Membership Dues

Dues Calculator

Members shall be responsible for annual dues based on the following formula, which relies upon a proportional allocation of emergency related expenses.

Full Voting Members:

A percentage from the annual operating budget of the group. Membership dues shown are those approved in the FY 2018-19 WLEOG budget.

<u>Organization</u>	<u>Percent of Contribution</u>	<u>Dues (FY18-19)</u>
<u>City of Florence</u>	<u>20%</u>	<u>\$ 5,487.26</u>
<u>City of Dunes City</u>	<u>5%</u>	<u>1,371.82</u>
<u>Siuslaw Valley Fire & Rescue</u>	<u>20%</u>	<u>5,487.26</u>
<u>Western Lane Ambulance</u>	<u>20%</u>	<u>5,487.26</u>
<u>Port of Siuslaw</u>	<u>5%</u>	<u>1,371.82</u>
<u>Mapleton Fire Department</u>	<u>2%</u>	<u>441.42</u>
<u>Confederates Tribe Police Dept.</u>	<u>10%</u>	<u>2,743.63</u>
<u>PeaceHealth Peace Harbor Medical Center</u>	<u>20%</u>	<u>5,487.26</u>
<u>Total Membership Dues</u>	<u>100%</u>	<u>\$ 27,877.73</u>

Associate Non-Voting Member:

No proposed fee at this time.

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WEST LANE EMERGENCY OPERATIONS GROUP
RULES OF PROCEDURE

Updated September 15, 2014 Month 2018
These rules supersede any older rules of procedure.

1. Authority

- 1.1. Intergovernmental Agreement: The Intergovernmental Agreement (Agreement) to establish the West Lane Emergency Operations Group ("Group") provides that the Group shall adopt ~~rules of procedure~~ Rules of Procedure.

2. General Rules

- 2.1. Meetings to be Public: All meetings of the Group shall be open to the public, except for Executive Sessions, as allowed by State law. All meetings of the Group shall be noticed and subject to the State of Oregon Public Meeting statutes (ORS 192.620).
- 2.2. Quorum: A quorum for any meeting shall consist of a majority of the ~~Full Members~~ full voting members, as defined by the Agreement, having delegated representatives and shall be necessary for the transaction of business.
- 2.2.1. Only one representative from each ~~Full Member~~ full member organization shall be designated to vote at Group meetings.
- 2.3. Attendance by Telephone: Attendance at meetings may be by telephone, and telephone attendance by ~~Full Member~~ full members shall count towards a quorum.
- 2.4. Minutes: An account of all proceedings (minutes) of the Group shall be kept by the Secretary. The minutes, upon approval, shall constitute the official record of the Group. Minutes are approved by motion of the Group, signature of the Chair and attested by the Secretary. Tape recordings are not the official record; however, shall be kept and stored until the Group authorizes disposal. The approved minutes shall be kept in accordance with the provisions of ORS 192.650 and be subject to the State of Oregon Public Records Statutes and Administrative Policy.

3. Time and Place of Meetings

- 3.1. Regular Meetings: Regular meetings of the Group shall be held at least once per year at 10:00 AM on the third Monday of June. Additional regular meetings may be held on a monthly basis or as needed at 10:00 AM on the third Monday of each month. A change of the annual meeting or other regular meetings may be made by motion duly passed at a regular meeting.
- ~~3.1.3.2.~~ Location: All ~~Regular meetings shall be held at the Siuslaw Valley Fire & Rescue Administrative Fire Station~~ Regular monthly meetings can rotate between member organization facilities at the discretion of the Group. Meeting location shall be noticed on the meeting agenda. ~~unless another facility is needed to accommodate an anticipated increase in attendance.~~

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Commented [MM1]: Added as this is our current operation.

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~~3.2.3.3.~~ Special Meetings: Special meetings may be called by the Chair or by announcement at any regular meeting. The call for a special meeting shall specify the time and place, and shall list the subjects to be considered. No special meeting shall be held until at least twenty- four (24) hours after the call is issued, except in the case of an actual emergency.

~~3.3.3.4.~~ Executive Sessions: Executive Sessions may be held in accordance with the provisions of State law.

4. Officers of the Group and Additional Appointments

4.1. At the annual meeting in June of each year, there shall be elected a Chairperson, Vice-Chairperson, and Secretary/Treasurer. Each officer so elected shall take office July 1st and serve through June 30th of the following year.

4.1.1. Officers shall be elected by a majority of members present at the first meeting of the Group.

4.1.2. Officers shall be elected by a simple majority of all members of the Group at annual meetings after the first meeting.

4.2. The Group may appoint members to fill additional non-officer roles for the purpose of carrying out the Group's General Purpose as defined by the Agreement.

4.2.1. Additional roles may include, but are not limited to, Public Outreach Coordinator.

4.2.2. These roles do not need to be filled by representatives of full member organizations.

4.2.3. Appointments shall be made by a simple majority of all members of the Group.

4.2.4. The individual(s) filling these roles will coordinate with the Officers of the Group as defined in Section 4.1, and shall report to the Group at the monthly meetings.

4. Office for the Group

~~11.1.5.1.~~ The Group shall prepare and adopt a basic annual budget in accordance with local government budget law as appropriate. The fiscal year for the Group shall begin July 1 and end June 30 in accordance with Oregon's Local Budget Law (ORS 294) local budget laws.

~~11.2.5.2.~~ The Siuslaw Valley Fire and Rescue District (SVFR) (SVFD) shall serve as the fiduciary agent of the Group.

~~11.2.1.5.2.1.~~ SVFR shall establish and maintain a fund for the administration of Group revenues and expenses in accordance with Oregon's Local Budget Law (ORS 294).

~~11.2.1.1.5.2.1.1.~~ Member's dues and other revenues shall be paid into the fund.

5.2.1.2. Group expenses shall be paid out of the fund.

Commented [MM2]: Reordered these topics to be more sequential.

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Commented [MM3]: Room to have additional roles that are not the officers.

Commented [MM4]: In the past we have had a public outreach coordinator. This role has not really been defined recently as our last appointment as a group was made more than five years ago and that individual left several years ago. It has been filled temporarily without much guidance from the group.

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5.2.1.3. Reoccurring monthly expenses of the Group shall be reviewed and approved the first meeting of the fiscal year (generally July) to provide approval for monthly payments during the current fiscal year.

5.2.1.4. Expenditures not specifically approved by the Group during the budget process shall receive approval by the full members prior to purchase and payment.

5.2.1.5. Any expenditure greater than \$1,500 shall receive Group approval prior to payment, unless previously authorized in Section 5.2.1.3.

Commented [MM5]: We are paying expenses monthly that add up to several thousand dollars without board approval for those expenses. This will provide a board approval at the beginning of the fiscal year for those expenses that in total exceed spending authority.

Commented [MM6]: This creates a spending authority for the administrative support of approximately 5% of the budget. Anything greater will need board approval, even if it is in the budget. Recurring items will be taken care of in the prior section.

6. Administrative Support

6.1. The Siuslaw Valley Fire and Rescue District (SVFR) shall provide administrative support to the Group unless otherwise agreed upon by the full membership through a majority vote.

6.2. Administrative support provided by SVFR shall include, but is not limited to:

6.2.1. Coordinating with the Group Chairperson to develop meeting agendas.

6.2.2. Prepare the meeting minutes for the Group.

6.2.3. Maintain the Group distribution list and distribute meeting materials prior to meetings.

6.2.4. Process account receivables and payables as approved by the Group through a majority of the full membership.

~~11.3.6.3. Emergency Management Coordinator—The SVFR member organization representative will ensure the Group's operational, logistical, and administrative needs are met during times of non-emergency.~~

Commented [MM7]: Defines the administrative support of the group as it currently is being provided. Does not define a specific individual. Allows for change if majority votes.

7. Office for the Group

7.1. The office for the Group shall be at the Siuslaw Valley Fire & Rescue Station 1 located at 2625 Highway 101, Florence, Oregon. All records of the Group shall be kept at the office.

7.2. The mailing address for the Group shall be

West Lane Emergency Operations Group
C/O Siuslaw Valley Fire & Rescue
2652 Highway 101
Florence, OR 97439

7.3. The telephone number for the office shall be 541-997-3212.

8. Operations of the Group During an Emergency

8.1. During an emergency, the Group shall operate under the structure established by the West Lane Emergency Operations Group (WLEOG) Emergency Operations Plan (Plan), which was

Commented [MM8]: Includes operations during an emergency based on the adopted EOP.

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adopted by the membership in 2015. Subsequent Plan amendments and updates shall be adhered to upon adoption by the membership.

8.2. The Plan:

8.2.1. Defines the responsibilities of all partner agencies, private, volunteer and non-governmental organizations (NGOs), and the community;

8.2.2. Defines the authority and role of the Group member agencies during an overwhelming and/or catastrophic incident;

8.2.3. Ensures that Group member agencies are able to mobilize as a unified emergency organization to safeguard the well-being of residents and visitors in the WLEOG Geographic Service Area, as defined by the Agreement; and

8.2.4. Is designed to be flexible, adaptable and scalable. It articulates the roles and responsibilities among local, state and federal emergency officials.

8.3. The Group shall work in tandem with the Lane County Emergency Manager to ensure the emergency management needs of Group are met and coincide with the County's Emergency Operation Plan.

8.4. The coordinated response by local emergency service providers for a major event shall utilize the National Incident Management System (NIMS), per the Agreement.

12.9. Amendment and Adoption of these Rules

12.9.1. Adoption and Amendment: These rules shall be adopted, amended, or repealed only upon the affirmative vote of at least half of the members of the Group, provided that new rules or proposed amendments have been introduced into the record at a prior meeting.

12.2. Suspension of Rules: Any provision of these rules not governed by State Law may be temporarily suspended by a vote of the majority of the Group.

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WEST LANE EMERGENCY OPERATIONS GROUP
Siuslaw Valley Fire and Rescue
2625 Hwy 101
Florence OR 97439

August 20, 2018

AGENDA

10:00 AM

Members

City of Florence Confederated Tribes of Coos, Lower Umpqua & Siuslaw Indians Dunes City
Mapleton Fire District Peace Harbor Medical Center Port of Siuslaw
Siuslaw Valley Fire and Rescue Western Lane Ambulance

Associate Members

American Red Cross Apex Helicopter Greentrees Village Florence Area Chamber
Oregon Coast Humane Society Florence Emergency Cold Weather Shelter Lane Community College
Lane County Public Health Oregon Department of Transportation Oregon Episcopal Diocese
Oregon Parks and Recreation Oregon State HSPR Program Senior and Disabled Services
Siuslaw School District United States Coast Guard West Lane ARES/RACES Camp Baker

Call to order

Roll Call/Establishment of Quorum

Approval of Minutes: Of the Regular WLEOG meeting of July 16, 2018

Reports & Discussion Items:

Emergency Preparedness Expo

Chair's Report

Review WLEOG Agreement and WLEOG Rules of Procedure see attachments

SVFR Operations Chief: Discuss location of emergency supply trailers see attachment

CERT Coordinator Report

Financial Statements Profit and Loss Budget vs. Actual, Year to date (2018-2019) Bank account register.

Other Business/Round Table Next Meeting: Monday September 17, 2018 Location TBD

WEST LANE EMERGENCY OPERATIONS GROUP
MINUTES July 16, 2018

MEMBERS PRESENT:

Siuslaw Valley Fire & Rescue: Jim Dickerson
WLA: Matt House
CTCLUSI: Brian DuBray
Dunes City: Jamie Mills
City of Florence: Megan Messmer
Peace Health: Pat Kirby
Mapleton Fire: Department: Not Present
Port of Siuslaw: Not Present

ASSOCIATE MEMBERS:

West Lane ARES/RACES: Present
Greentrees: Present
American Red Cross: Not Present
United States Coast Guard: Not Present
Florence Area Chamber: Not Present
Florence Emergency Cold Weather Shelter: Not Present
Lane County Public Health: Not Present
Oregon Episcopal Diocese: Not Present
Oregon Parks and Recreation: Not Present
Florence Area Humane Society: Present
Lane Community College: Not Present
Oregon Department of Transportation: Not Present
Oregon State HSPR Program: Not Present
Senior and Disabled Services: Not Present
Siuslaw School District: Not Present
Apex Helicopter: Not Present
Camp Baker: Present

CALL TO ORDER

The meeting was called to order by Megan Messmer 10:02 a.m.

APPROVAL OF MINUTES: Jim Dickerson made a motion and Megan Messmer seconded the motion to approve the minutes from the June 18, 2018 Meeting, Motion was then approved unanimously.

Agenda Items:

Emergency Preparedness Expo: Jenna was not present. Megan Messmer reminded the group that the emergency preparedness expo will be August 25th from 10:00 a.m. to 3:00 p.m. at the FEC, and vendors should be hearing from Jenna soon.

Siren Maintenance and Repair: Jim Dickerson informed the group that Day Wireless came out on Friday July 13th, went through all of the siren sights and report that they are all functioning properly. They will return the next time the sirens are tested and make sure that they are functioning properly while a test is going on.

Advertising: Megan will forward the information she has from George Henry, so that the WLEOG members can review and give their input on updating the message.

WLEOG Goals: Megan will distribute the Bi-Laws for everyone's review and discuss at the next WLEOG meeting. The Bi-Laws will be included in the next board packet. Matt House suggested that the group not only work on goals for the next year but also work on long term goals for the next 3, 5, and 10 years.

Chairs Report: Beat the Wave development standards meeting tonight at the city council meeting. Rhododendron Dr. is having a chip seal done this week. Florence Block Party will be July 27th. Power of Florence is taking place this weekend Saturday July 21st. Florence PD is hosting National night out on Tuesday August 7th from 6 to 9 p.m. at Miller Park, Jamie Gorder is planning this event and hopes that all the partner agencies participate.

CERT: Frank Nulty reported the group that Life Scout Daniel Olson, has been selected to do the water purification project.

Other Business:

- Matt House is continuing to update the associate member list.
- Jim Dickerson updated the group on the fire dangers and closures, we are at a High level in Lane County as of now.
- Camp Baker thanked FPD for the recent ALICE Training, Western Lane Ambulance District for the Stop the Bleed training, and SVFR for the Wildland fire training. The camp hosts wanted the group to be aware that on every Tuesday night for the next four weeks, the camp will walk a large group of scouts across Hwy 101 to the dunes. if anyone has any signs to place on the Hwy to help with cautioning the drivers that this is going on it would be greatly appreciated.

FINANCIAL REPORT

Current balance is \$20,472.42 Bills paid since 6/25/2018 were \$2,614.26 to; Coast Broadcasting \$288.00; Central Lincoln \$30.38; West Coast Media \$100.00; SVFR Reimbursement for GO DADDY acct. \$228.00; Siuslaw News \$744.00; Day Wireless Systems \$546.24; Satellite Phones Direct \$677.64; 75.6% of the Budget has been expended YTD excluding Contingency.

Future Agenda Business:

ADJOURNMENT

The meeting was adjourned by Megan Messmer @ 10:35 a.m.

The next scheduled WLEOG Meeting will be August 20, 2018 at 10:00 a.m. at Siuslaw Valley Fire and Rescue.

**Mary Dimon
Administrative Assistant
Recording Secretary**

WLOG AGREEMENT

This agreement supersedes any older agreements and addendums.

INTERGOVERNMENTAL AGREEMENT TO ESTABLISH THE WEST LANE EMERGENCY OPERATIONS GROUP AN AGREEMENT, entered into by and between some or all of the following: the Cities of Florence and Dunes City, the Port of Siuslaw, Siuslaw Rural Fire Protection District, Peace Health, Mapleton Fire Department, and the West Lane Ambulance District, all of which are political subdivisions of the State of Oregon, and the Confederated Tribes of the Coos, Lower Umpqua, and Siuslaw Indians Police Department. RECITALS WHEREAS, ORS 190.010 provides that units of local government may enter into agreements with one another for the performance of any or all functions and activities that a party to the agreements, its officers or agents, have authority to perform, and WHEREAS, ORS 190.110 provides that units of local government may also cooperate with an American Indian tribe or agency of an American Indian tribe, and WHEREAS it is the intent of the parties to create an intergovernmental entity in accordance with ORD 190.010, 190.085 and 190.110, for the purposes provided in this agreement. Now therefore it is agreed:

Section 1. DEFINITIONS

For the purposes of this agreement the following terms shall mean:

A. **Member** - A qualified governmental entity (a) whose authorized representative has signed a copy of this Agreement; (b) that has adopted an ordinance ratifying the creation of the Group in accordance with ORS 190.085 or has taken other legislative action to accomplish the same purposes; and (c) is either an original member of the Group or has been accepted as a member by a majority of the members.

B. **Qualified Government Entity** - A local government authorized under ORS 190.010(5) to create an intergovernmental entity, or a state agency, American Indian tribe or a United States Governmental agency with whom local governments have the authority to cooperate under ORS 190.100.

C. **Group** - The West Lane Emergency Operations Group, an intergovernmental entity formed as an organization of government by an intergovernmental agreement, having the power to own property, enter into agreements and such other powers as described in this agreement.

D. **Associate Member** - A nonvoting member of the Group who may attend all meetings and participate in the activities of the Group to the extent allowed by law or by agreement between the Group and the associate member.

E. **Emergency** - Any human-made, technological or natural event or circumstance causing or threatening loss of life, injury to persons or property, human suffering or financial loss including but not limited to disaster, fire, explosion, flood, severe weather, drought, earthquake, volcanic activity, spills or releases of petroleum products or other hazardous material, contamination, utility or transportation emergencies, disease, blight, infestation, civil disturbance, riot, sabotage and war.

F. **Emergency Preparedness** - The process for developing plans to guide both governmental and community members through a disaster.

G. **Emergency Response** - The coordinated response by local emergency service providers for a major event utilizing the National Incident Management System.

H. **Emergency Recovery** - The actions necessary to bring the community and local government back to normal pre-disaster life.

I. **Hazard Identification** - Those actions necessary to reduce the potential effects of identified hazards prior to an emergency event.

J. **Disaster** - An occurrence or imminent threat of widespread or severe damage, injury or loss of life or property resulting from any natural, technological or human-made cause including but not limited to fire, flood, earthquake, windstorm, oil spill or other contamination, radioactive incident, epidemic, air contamination, blight, drought, infestation, explosion, riot, hostile or paramilitary action, or structure failure of a dam, building or infrastructure, or other public calamity requiring emergency action.

K. **Emergency Management Coordinator** - The Emergency Management Coordinator is an appointed member of the group who is responsible for ensuring the group's operational, logistical, and administrative needs.

Section 2. GENERAL PURPOSE

The purpose of this Agreement is to form an intergovernmental entity (hereafter the West Lane Emergency Operations Group or the "Group"), which shall operate under the direction of representatives from entities which have agreed to the terms and conditions of this agreement, to carry out the following activities and functions:

A. To coordinate the emergency planning, preparedness, response and recovery activities of participating emergency providers in west Lane County (the area within the West Lane Ambulance District ASA, which will be referred to as the "Area"); See attachment "A" Map of Area.

B. To work with all entities, public and private, who expect to play a role in emergency preparedness and emergency response within west Lane County;

C. To assist members in reviewing and updating their emergency plans and develop emergency response plans for underserved areas within the Area;

D. To improve local emergency preparedness by taking an active role in public education and community awareness;

E. To improve emergency response activities through such activities as training, coordinating response assignments, coordination of mutual aid plans and agreements, and designation of persons and agencies responsible for directing emergency response to include an Emergency Management Coordinator;

F. To improve emergency recovery activities through the coordination of emergency declaration responsibilities;

G. To extend the benefits of membership to other entities, including private parties, that are able to assist and contribute to the goal of improved emergency operations in the Area; and H. To acquire tangible and intangible assets and take other actions as are deemed necessary to fulfill the purposes of the Group.

Section 3. MEMBERSHIP

A. The West Lane Emergency Operations Group is a public body, created by its original members under the authority of ORS 190.010(5) and ORS 190.110(1). Membership in the Group is, subject to the approval by a majority of the original members of the Group, open to any qualified governmental entity that has emergency operations responsibilities in the Area or that can contribute to the improvement of emergency operations and is willing to accept the obligations of membership. The original members anticipate that such additional members may include the school district and that the Group may agree with Peace Harbor Hospital for its participation in the Group's activities.

B. Entities seeking to accept the terms of this Agreement and become members may seek full voting membership or associated, non-voting membership. Membership status will be agreed to by the applying Member and the Group at the time the new Member is added. The addition of a new member shall not be considered an amendment to the Agreement.

C. Associated non-voting members must accept terms of this Agreement, but need not adopt an ordinance approving this Agreement. Members that do not pass an ordinance approving the Agreement shall not be delegated any authority that involves the exercise of any governmental authority share with the Group by a full voting member.

D. Associated, non-voting members may participate fully in all Group discussions and consideration of matters before the Group, including discussions concerning Group policies and actions. Associated, non-voting members may make recommendations to the Group concerning any Group policy or action. Associated, non-voting members may not propose an item for consideration and vote by the Group.

Section 4. AUTHORITY

A. Except as provided in section 4 (B), the Group shall develop policies and procedures which will allow for the group or their designee, the authority to act on their behalf. To oversee and direct the emergency planning, preparedness, response and recovery, and other related responsibilities as may be assigned by the members. The Group shall have authority to carry out all functions and duties assigned to it by its members pursuant to this agreement. Including, but not limited to the authority to buy and sell real and personal property, contract, borrow against pledges of Group funds and to otherwise act consistent with its responsibilities, subject to the specific provisions of reservation provided in this agreement. When approved by a majority of the current membership of the Group, the Group may designate one or more members to carry out

day-to-day operations and act as the executive authority for policy decisions made by the Group.

B. This Agreement does not irrevocably assign or otherwise reduce the members' powers or authority with regard to emergency operations. 1. The Group is not authorized to create an obligation or debt to be paid by any member, and no member shall be liable to pay any obligation or debt of the Group or compensate any entity for a loss that may result from an action of the Group. The debts, liabilities and obligations of the Group shall not, be assigned to the parties to this agreement, either jointly or severally. 2. Members of the Group retain full authority to amend this Agreement, and individual members may adopt, any legislation required as a prerequisite for any action by the Group.

C. The activities of the Group may be performed by administrative officers or other personnel hired by the Group, or by personnel loaned to the Group by a member. Any personnel loaned to the Group by a member shall remain an employee of the loaning members, who shall therefore remain responsible for all employee pay and benefits, although the Group may, by separate agreement, provide for reimbursement of the member for the expense of the loaned personnel.

D. The Group may receive property transferred to it by a member, or any other person, and may undertake joint or shared ownership of property, real or personal.

Section 5. CONTRACTS

The Group is authorized by the members to enter into contracts for:

A. Technical and professional services, including but not limited to general and specialized education with regard to emergency operations and emergency preparedness, emergency planning and hazard identification, and other services necessary to fulfill the Group's purposes.

B. The receipt and expenditure of funds, including grant funds.

C. The lease, purchase and ownership of real and personal property. The Group's contracts shall be valid when signed by the presiding officer of the Group, after authorization of such signature by a majority of the members of the Group.

Section 6. RULES OF PROCEDURE

The Group shall adopt rules of procedure. The rules shall:

A. Establish times and places of meetings.

B. Establish a central office for the Group, which shall have a mailing address a telephone, and appropriate records of the Group. This may be accomplished with facilities owned by a member of the Group and loaned to the Group for use.

C. Prescribe officers of the Group to be elected by the Group from among its members.

D. Provide for the organization and operations of the meetings of the Group. Each full voting member shall be entitled to select one representative to vote at Group meetings. A quorum for any meeting shall consist of a majority of the full voting members that have appointed representatives.

E. The original rules of procedure shall provide that a decision of the Group, including a decision to amend the rules of procedure, may be made only upon the affirmative vote of at least half of the members of the Group. The rules of procedure may be amended to provide that decisions may be made by less than a majority of the members, except that no amendment of the rules of procedure may ever be made by less than a majority of the members. The rules of procedure may provide for meetings to be conducted by telephone or for the attendance of some members representatives by telephone.

Section 7. COST OF OPERATION

A. The cost of operation of the Group shall be determined by the Group, according to its Rules of Procedure. In accordance with and subject to the Oregon local budget law, the Group may make expenditures for the purchase of materials, services, supplies and equipment. Expenditures shall not exceed the funds appropriated for the purpose by the Group. All obligations of the Group shall be subject to prior appropriation of funds. Cost of operation of the Group shall be limited to membership dues unless other funds are anticipated to be available during the budget cycle. No members shall be individually obligated for any payments except as previously approved by the member.

B. Any revenues received in excess of the budgeted cost of operation me be reinvested in the provision of additional service by the Group, or held in contingency for future needs, or otherwise used as determined by the Group in conformance with Oregon local budget law.

Section 8. MEMBERSHIP DUES

A. One of the obligations of membership in the Group is the payment of membership dues. Each member shall pay dues on an annual basis according to the formula set forth in Attachment B. Attachment B may be amended from time to time based upon a proposal from the Group, or from any member, including associated non-voting members, Any change to the formula set forth in Attachment B will be effective only when approved by all the current members of the Group whose percentage or dollar contribution would be changed by the amendment. Dues shall be due July 1 of each year. Members joining after July 1 of any fiscal year shall pay prorated dues for the first year of membership.

B. Voluntary payments to the Group, or payments pursuant to other agreements with the Group or any of it members, shall not be considered as dues payments.

Section 9. TERMINATION AND WITHDRAWAL

A. The duration of this agreement shall be perpetual. Any members may terminate its participation in the agreement and withdraw from the Group upon 90 days written notice of withdrawal to the Group and other members. If sufficient members withdraw

that it appears necessary or appropriate to terminate the operations of the Group, the members, including members who have withdrawn or sought to withdraw within the prior six months who wish to attend, shall meet and provide for the transfer or assumption of then current Group activities.

B. Failure to pay member dues in full within 90 days of the beginning of the fiscal year, or the absence of a member representative at three consecutive regular meetings of the Group may be considered by the Group to be an implied request to withdraw from membership. At a special meeting, or at its next regular meeting after the development of such an implied request for withdrawal, the Group may terminate the member's membership in the Group. Notice that the Group will consider termination must be mailed to all members by first-class mail no less than 21 calendar days in advance of the meeting, so that each member may confer with the member's representative, or to select a special representative, and for the member to instruct the member's representative on the proposed withdrawal or termination. If, at a meeting where consideration of such termination has been adequately noticed, the Group determines that termination of membership is appropriate, that member's membership shall be terminated immediately. The Group need not return any dues paid or other contribution made to the Group. The Group action to terminate a member's membership under these conditions is not a breach of the Agreement.

C. Prior to, but as an action leading to, the dissolution of the Group, any member or members may, by agreement, assume responsibility for specific debts, liabilities or obligations of the Group. Prior to, but as an action leading to, dissolution of the Group, all assets acquired by the Group shall be disposed of by sale or transfer, as determined by the Group. In the event that some debts, liabilities or obligations remain after a voluntary assumption and payment from the proceeds of the disposal of assets, these debts, liabilities or obligations shall be apportioned among all members according to their proportional payment of Group dues according to the dues agreement then in effect.

Section 10. DISPUTE RESOLUTION

A. In the event of a dispute or disagreement regarding the performance, terms or conditions of this agreement, unless otherwise provided, the members shall first attempt to resolve the dispute by information discussion among the members' representatives. If informal discussions among the representative fail to resolve the dispute, the representative shall seek guidance from, or involvement of, the persons or officials who designated the representative on behalf of their entities.

B. If the steps described in subsection A fail to resolve the dispute, the members shall engage a mediator or facilitator to assist the representatives in resolution of the dispute. 1. The parties may use any method for selecting a mediator that is acceptable to all parties involved in the dispute. Absent such agreement, they shall ask the faculty members at the University of Oregon School of Law who teaches mediation to provide a list of three qualified mediators. Each side of the dispute may strike one name from the list, and the remaining person shall be the mediator, if the person is willing to serve in that capacity. 2. Each member involved in the dispute shall pay an equal share of the cost of the mediation services.

C. If mediation fails to produce a resolution of the dispute, any member may initiate a legal action in the Circuit Court for Lane County, for declaratory relief or such other relief as may be available given the nature of the dispute.

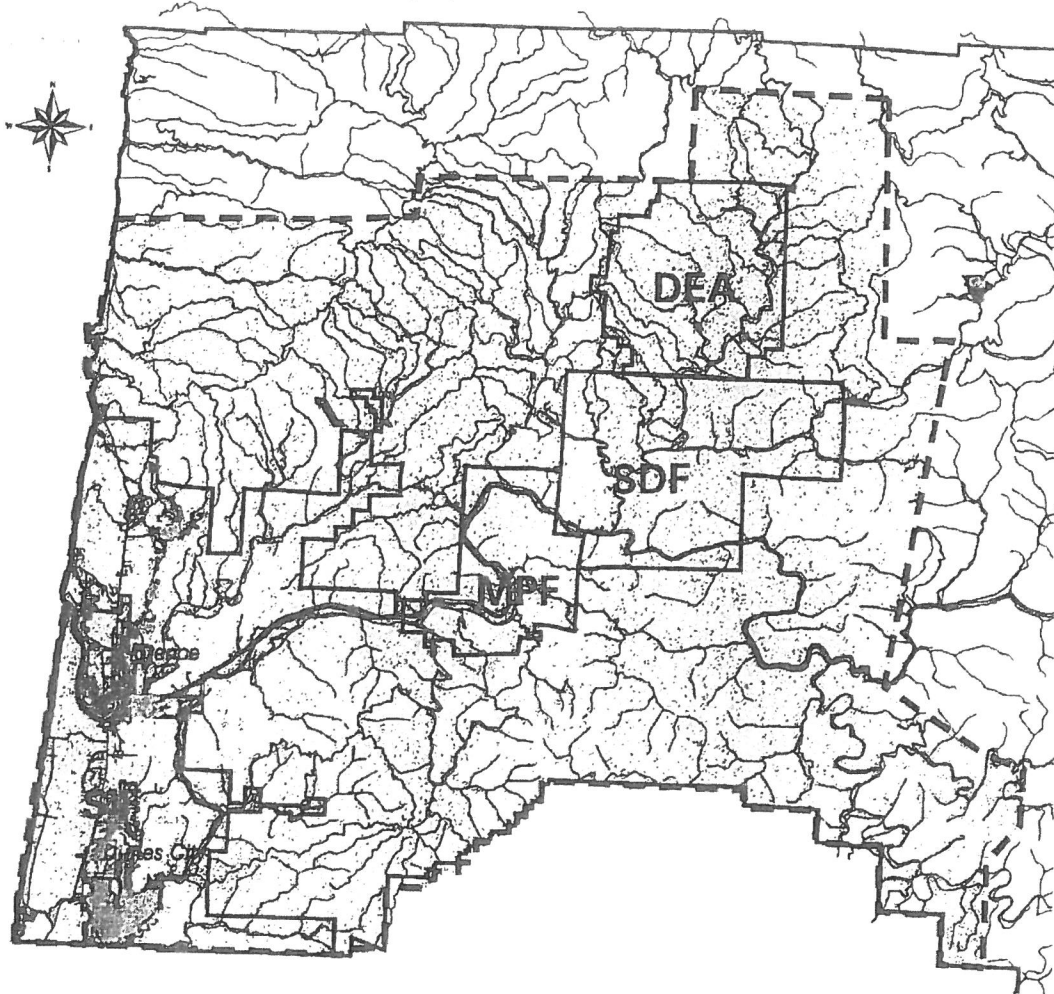
Section 11. EFFECTIVE DATE

A. As required by ORS 190.085, prior to this agreement becoming effective, each of the local government parties to this agreement must enact an ordinance ratifying the creation of the intergovernmental entity, declaring that it is the intent of the governing body enacting the ordinance to create an intergovernmental entity by intergovernmental agreement, specifying the effective date of the agreement, setting forth the public purposes of the intergovernmental entity and describing the powers, duties and functions of the intergovernmental entity. Not later than 30 days after the effective date of the intergovernmental agreement, each member, upon joining, must file with the Secretary of State copies of the enacting ordinance and copies of this intergovernmental agreement.

B. A qualified governmental entity that is not a local government shall ratify the creation of the intergovernmental entity by enacting legislation in an appropriate form to address each of the matters listed in subsection A of this section.

C. This agreement shall become effective for the first and second members of the Group upon the adoption of an enacting ordinance by the second members adopting such an enacting ordinance, and shall thereafter become effective for each additional local government member of the Group acting pursuant to ORS 190.010(5) upon adoption of an enacting ordinance. This Agreement shall become effective for any other entity joining the Group when the Group and member have both approved the addition of the member, which shall be confirmed by the signature of the Group chair and an authorized representative of the new member affixing their signatures on copies of this agreement and noting also the date of the signature.

Attachment-A
Geographic Boundaries Map



**West Lane Emergency
Operations Group**

Scale: 1 inch = 4.5 miles

Attachment-B

West Lane Emergency Operations Group Intergovernmental Agreement

Dues Calculator

Members shall be responsible for annual dues based on the following formula, which relies upon a proportional allocation of emergency related expenses.

Full Voting Members:

A percentage from the annual operating budget of the group.

<u>Organization</u>	<u>Percent of Contribution</u>	<u>Dollar Amount of Contribution</u>
West Lane Ambulance	25%	\$4,500.00
Siuslaw Valley Fire & Rescue	25%	\$4,500.00
City of Florence	25%	\$4,500.00
Port of Siuslaw	6.25%	\$1,125.00
Dunes City	6.25%	\$1,125.00
Confederates Tribe Police Dept.	12.50%	\$2,250.00
Peace Health	25%	\$4,500.00
Mapleton Fire Department		\$ 362.00
Total Budget		\$22,862.00

Associate Non-Voting Member:

No proposed fee at this time.

Section 12 Notice

Until notice of Change is provided to all current members of the Group, all notice to the Group shall be directed to:

WLEOG Board President
2625 Highway 101
Florence, OR 97439

Signed:

Western Lane Ambulance District

Title

Date

City of Florence

Title

Date

Dunes City

Title

Siuslaw Valley Fire & Rescue

Title

Date

Confederated Tribes of Coos,
Lower Umqua, & Siuslaw Indians

Title

Date

Port of Siuslaw

Title

Date

Peace Health

Title

Date

Date

Mapleton Fire Department

Title

Date

RULES OF PROCEDURE FOR THE
WEST LANE EMERGENCY OPERATIONS GROUP

Updated September 15, 2014

1. Authority

1.1 Intergovernmental Agreement: The Intergovernmental Agreement to establish the West Lane Emergency Operations Group ("Group") provides that the Group shall adopt rules of procedure.

2. General Rules

2.1 Meetings to be Public: All meetings of the Group shall be open to the public, except for Executive Sessions, as allowed by State law. All meetings of the Group shall be subject to the State of Oregon Public Meeting statutes (ORS 192.620).

2.2 Quorum: A quorum for any meeting shall consist of a majority of the Full Members having delegated representatives and shall be necessary for the transaction of business.

2.2.1 Only one representative from each Full Member shall be designated to vote at Group meetings.

2.2.2 Attendance at meetings may be by telephone, and telephone attendance by Full Members shall count towards a quorum.

2.3 Minutes: An account of all proceedings (minutes) of the Group shall be kept by the Secretary. The minutes, upon approval, shall constitute the official record of the Group. Minutes are approved by motion of the Group, signature of the Chair and attested by the Secretary. Tape recordings are not the official record; however, shall be kept and stored until the Group authorizes disposal. The approved minutes shall be kept in accordance with the provisions of ORS 192.650 and be subject to the State of Oregon Public Records Statutes and Administrative Policy.

3. Time and Place of Meetings

3.1 Regular Meetings: Regular meetings of the Group shall be held at least once per year at 10:00 AM on the third Monday of June. Additional regular meetings may be held as needed at 10:00 AM on the third Monday of each month. A change of the annual meeting or other regular meetings may be made by motion duly passed at a regular meeting. All regular meetings shall be held at the Siuslaw Valley Fire & Rescue Administrative Fire Station located at 2625 Highway 101, Florence, OR, unless another facility is needed to accommodate an anticipated increase in attendance.

3.2 Special Meetings: Special meetings may be called by the Chair or by

announcement at any regular meeting. The call for a special meeting shall specify the time and place, and shall list the subjects to be considered. No special meeting shall be held until at least twenty-four (24) hours after the call is issued except in the case of an actual emergency.

- 3.3 Executive Sessions: Executive Sessions may be held in accordance with the provisions of State law.

4. Office for the Group

- 4.1 The office for the Group shall be at the Siuslaw Valley Fire & Rescue Administrative Fire Station located at 2625 Highway 101 in Florence, Oregon. All records of the Group shall be kept at the office.
- 4.2 The mailing address for the Group shall be West Lane Emergency Operations Group, C/O Siuslaw Valley Fire & Rescue, 2652 Highway 101, Florence, OR 97439. The telephone number for the office shall be 541-997-3212.

5. Officers of the Group

- 5.1 At the annual meeting in June of each year, there shall be elected a Chair, Secretary and Treasurer. Each officer so elected shall take office July 1st and serve through June 30th of the following year.
 - 5.1.1 Officers shall be elected by a majority of members present at the first meeting of the Group.
 - 5.1.2 Officers shall be elected by a simple majority of all members of the Group at annual meetings after the first meeting.

6. Budget Law and Fiduciary Agency

- 6.1 The Group shall prepare and adopt a basic annual budget in accordance with local government budget law as appropriate. The fiscal year for the Group shall begin July 1 and end June 30 in accordance with local budget laws.
- 6.2 The Siuslaw Valley Fire and Rescue District (SVFD) shall serve as the fiduciary agent of the Group.
 - 6.2.1 SVFD shall establish and maintain a fund for the administration of Group revenues and expenses in accordance with Oregon's Local Budget Law (ORS 294).
 - 6.2.1.1 Member's dues and other revenues shall be paid into the fund.
 - 6.2.1.2 Group expenses shall be paid out of the fund.

7. Amendment and Adoption of these Rules

- 7.1 Adoption and Amendment: These rules shall be adopted, amended or repealed only upon the affirmative vote of at least half of the members of the Group, provided that new rules or proposed amendments have been introduced into the record at a prior meeting.
 - 7.2 Suspension of Rules: Any provision of these rules not governed by State Law may be temporarily suspended by a vote of the majority of the Group.
8. Emergency Management Coordinator
- 8.1 The Siuslaw Valley Fire & Rescue Fire Chief shall serve as the Group's Emergency Management Coordinator unless an exception is required. All exceptions shall require the approval of the Group. Emergency Management Coordinator will ensure the group's operational, logistical, and administrative needs are met during times of non-emergency.
 - 8.2 The Emergency Management Coordinator shall work in tandem with the Lane County Emergency Manager to ensure the emergency management needs of Group are met and coincide with the county's Emergency Operation Plan.
 - 8.3 The Emergency Management Coordinator may act on behalf of the Group to carry out the daily operational, logistical, and administrative needs of the Group.
 - 8.4 The Emergency Management Coordinator shall obtain Group approval during a regular meeting for all policy level matters and purchases exceeding \$3,000.00.
 - 8.5 The Emergency Management Coordinator shall be responsible for all local Emergency Operation Center (EOC) activations, training, and management.
 - 8.6 The Emergency Management Coordinator may also serve as a voting member of the Group.
 - 8.7 The Emergency Management Coordinator will provide supervision to adjunct employees and appointees such as but not limited to the CERT Coordinator, Public Outreach Coordinator, and EOC Manager.
 - 8.8 The Emergency Management Coordinator or their designee shall function as the Local Emergency Operations Center Manager. Depending on the nature and location of the disaster, the EOC Manager is responsible for ensuring that an incident command structure has been established to ensure a coordinated response by all local emergency services agencies. For instance, the person in charge of disaster response may be an Incident Commander, a team of Unified Commanders from the affected local jurisdiction(s) and/or from the following disciplines: police, fire, public works, public health, hospitals, utilities, etc. The EOC Manager's role is to ensure that an appropriate management team is in place and is coordinating with the Lane County EOC to bring resources to the incident and, if necessary, request additional resources from the state.

Location of Emergency Supply Caches - OEM's Cascadia Island Mapping Project

Recommend movement of supply trailers for better positioning from ST4 (Sutton Lake Fire Station) to alternate locations.

Please go to this website to view the results of Oregon Emergency Management's Cascadia Island Mapping Project;

<https://www.oregon.gov/oem/hazardsprep/Pages/Cascadia-Island-Mapping.aspx>

You will note that Sutton Lake Fire Station is located within "Island S17-W12-26" which is inaccessible to any Designated Tsunami Evacuation Assembly Area or Short-Term Shelter – therefore, probably not access able for the intended purpose.

Recommend moving both the Red Cross and CERT Trailers to a new "Secured Storage Facility" within "Island S18-W12-14" wherein most of our Tsunami Evacuation Assembly Areas/Red Cross Shelters are located. "Inside storage" is preferred to slow the deterioration resulting from exposure to weather.

Another possible solution - move both trailers into secure storage in the COF Public Works Facility. This would ensure these "critical emergency supplies" are readily available for distribution at the discretion of the Incident Commander.

Recommend further evaluation of "Secured Storage Locations" within S19-W12-14 (Dunes City). The Honeyman SP Maintenance Yard (current location) offers access to one of our potential "Shelter Villages" - Girl Scout Camp which has a designated Heliport for resupply. The majority of Dunes City Residents along with the designated Tsunami Evacuation Assembly Area are located within Island S19-W12-34 and would be better served by "Secured Storage" at the Boy Scout Camp - our second "Shelter Village" which also has a designated Heliport for resupply.

9:08 AM
08/08/18
Cash Basis

W.L.E.O.G.
Profit & Loss Budget vs. Actual
July 2018 through June 2019

	<u>Jul '18 - Jun ...</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Income				
4000 · Member Contributions				
4001 · WLAD	5,487.26	5,487.26	0.00	100.0%
4002 · Siuslaw Valley Fire	5,487.26	5,487.26	0.00	100.0%
4003 · City of Florence	5,487.26	5,487.26	0.00	100.0%
4004 · Tribal Police	0.00	2,743.63	-2,743.63	0.0%
4005 · Port of Siuslaw	1,371.82	1,371.82	0.00	100.0%
4006 · Dunes City	1,371.82	1,371.82	0.00	100.0%
4007 · Mapleton Fire Department	441.42	441.42	0.00	100.0%
4008 · Peace Harbor Hospital	0.00	5,487.26	-5,487.26	0.0%
Total 4000 · Member Contributions	19,646.84	27,877.73	-8,230.89	70.5%
4600 · Interest Income	1.39	0.00	1.39	100.0%
Total Income	19,648.23	27,877.73	-8,229.50	70.5%
Expense				
5000 · Materials & Services				
5005 · Advertising	488.00	8,500.00	-8,012.00	5.7%
5006 · Neighborhood Training Progr...	0.00	1,500.00	-1,500.00	0.0%
5009 · Dues and Fees	0.00	200.00	-200.00	0.0%
5010 · Siren Maintenance Agreement	0.00	2,150.00	-2,150.00	0.0%
5011 · Satellite Phones	0.00	1,500.00	-1,500.00	0.0%
5012 · Radios	0.00	1,200.00	-1,200.00	0.0%
5014 · Miscellaneous Supplies	30.38	500.00	-469.62	6.1%
5015 · Education/Prof. Dev.	0.00	3,000.00	-3,000.00	0.0%
5017 · Internet/Website Service	159.98	2,300.00	-2,140.02	7.0%
5019 · Special Districts Dues/Ins	0.00	2,500.00	-2,500.00	0.0%
5024 · CERT Recognition Event	0.00	200.00	-200.00	0.0%
5025 · Community Events	0.00	200.00	-200.00	0.0%
5026 · CERT Program Coordinator	0.00	2,000.00	-2,000.00	0.0%
5027 · Siren Battery Replacement/L...	0.00	1,000.00	-1,000.00	0.0%
Total 5000 · Materials & Services	678.36	26,750.00	-26,071.64	2.5%
6900 · Contingency	0.00	1,127.73	-1,127.73	0.0%
Total Expense	678.36	27,877.73	-27,199.37	2.4%
Net Income	18,969.87	0.00	18,969.87	100.0%

9:05 AM

08/08/18

Accrual Basis

W.L.E.O.G.
Profit & Loss
July 16 through August 8, 2018

	<u>Jul 16 - Aug 8, 18</u>
Income	
4600 · Interest Income	1.39
Total Income	1.39
Expense	
5000 · Materials & Services	
5005 · Advertising	488.00
5014 · Miscellaneous Supplies	30.38
5017 · Internet/Website Service	100.00
Total 5000 · Materials & Services	618.38
Total Expense	618.38
Net Income	<u><u>-616.99</u></u>

W.L.E.O.G.

8/8/2018 9:10 AM

Register: Oregon Pacific Bank

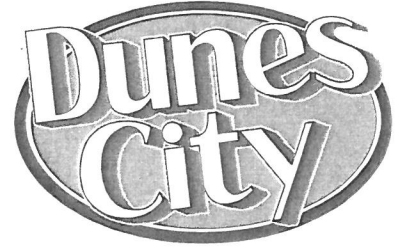
From 07/11/2018 through 08/08/2018

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
07/11/2018	EFT	VIASAT INC	5000 · Materials & Ser...		59.98	X		20,412.44
07/12/2018		Western Lane Ambul...	11000 · Accounts Rece...			X	5,487.26	25,899.70
07/17/2018		Mapleton Fire Depart...	11000 · Accounts Rece...			X	441.42	26,341.12
07/17/2018		Port of Siuslaw	11000 · Accounts Rece...			X	1,371.82	27,712.94
07/17/2018		Dunes City	11000 · Accounts Rece...			X	1,371.82	29,084.76
07/17/2018		Siuslaw Valley Fire	11000 · Accounts Rece...			X	5,487.26	34,572.02
07/17/2018		City of Florence	11000 · Accounts Rece...			X	5,487.26	40,059.28
07/31/2018			4600 · Interest Income	Interest		X	1.39	40,060.67
07/31/2018	1440	Central Lincoln	20000 · Accounts Paya...	Acct.# 305763...	30.38			40,030.29
07/31/2018	1441	Coast Broadcasting	20000 · Accounts Paya...	Inv# 816-0012...	488.00			39,542.29
07/31/2018	1442	Westcoast Media Gro...	20000 · Accounts Paya...	Inv.# 18-2232 ...	100.00			39,442.29

City Administrator/City Recorder Report to City Council

September 12, 2018 ~ Prepared by Jamie Mills



There were 11 building permits issued in August: 1 manufactured home, 8 structural, 4 electrical, 2 mechanical, and 3 plumbing. There were 8 Public Works permits issued in August: 5 grading, 1 driveway, and 1 vegetation removal in the right-of-way.

The CAC met on August 20, 2018, where it finished its review of its written recommendations regarding Chapter 155.1, .2, and .3 and referred the recommendations to the Planning Commission. The CAC has finished its work for this initial referral and awaits further instructions from the Planning Commission or the City Council before proceeding.

The Planning Commission was scheduled to meet on August 23, 2018, but did not have a quorum to conduct a meeting. No date has been set for the next Planning Commission meeting.

Letters have gone out to the parcels of property identified by FEMA to have a change in their flood rating. There will be a public meeting regarding the new flood maps, along with other emergency preparation data, on September 18, 2018, at the Florence Events Center, from 4:00 p.m. to 6:30 p.m. At this time FEMA will be accepting comments regarding the draft maps. Residents are encouraged to attend the meeting to ensure they have a clear understanding of the areas on or near their properties that have been identified as prone to flooding.

Once FEMA adopts the flood map, an appeal period begins to run. Once the appeal process is complete, the City will have a very, very short window of opportunity to go through the land use change process (two hearings, measure 54 notices, etc., etc.) For that reason, although I was not specifically instructed to do so as was requested to be done by Councilor Snow, I have prepared the draft Ordinance containing language provided by FEMA and the State of Oregon Division of State Lands, and am asking the City Council to refer the draft ordinance to the CAC now, so the process can move forward. Failure to adopt the new ordinance within the time frame allotted results in a cancellation of all flood insurance policies in the City, as well as a denial of issuance of further flood insurance policies until the City has gone through the process to be qualified as entitled to flood insurance coverage. This would mean mortgage companies would likely deny funding mortgages for purchases of property in the City limits.

New part-time administrative assistant Monica Severino started August 27th, and will work 5 hours on Monday and 5 hours on Thursday of every week, excluding holidays.

Complaints in August include a well drilling truck parked on a City road for more than two weeks, fireworks being set off, speed boat racing on Woahink Lake, an a resident using a vacuum to dredge sand out of Woahink Lake and replace it back on his property. We also received a complaint about a rooster crowing and the dangers of allowing chickens in the City

limits. The owner of the truck was contacted and the truck was moved. The owners of the chickens were located and contacted and the rooster has been otherwise located. The question regarding allowing chickens in the City limit is on tonight's agenda for consideration by the Council. The speed boat on Woahink, the fireworks, and the dredging from Woahink are outside the City's jurisdiction, however, other authorities have been contacted.

Most of the maintenance of public facilities during the month of August has been on Kiechle Arm Road, however, brushing, sweeping and trimming has continued on other roads. It is expected that the repairs to Huckleberry Drive and Fir Lane will begin toward the end of September.

I attended the Oregon Coastal Caucus Economic Summit in Lincoln City. Not only were there many opportunities for networking, but I learned more about legislative priorities at both the federal and state levels, learned more about broadband opportunities in rural areas, the most recent legislative and rule making changes involving marijuana, efforts being taken toward improving high school graduation rates, and was surprised to learn that Dunes City is the "poster child" for the Building Codes Division issues. A panel discussion was held just on the BCD issue and it appears promising that additional legal review of the constitutionality question will be taking place and that all parties will be sitting down to discuss and craft a resolution to the problems created by the BCD rule making and the Justice Department Opinion.

The ballot question referrals have all been submitted to and accepted by the County Elections Official and will appear on the general election ballot in November. The slate of individuals running for elected office in Dunes City has been submitted to the County Elections Official for inclusion on the ballot for the November 6, 2018 general election. Candidates running are: For Mayor: Robert Forsythe. For City Council: Sheldon Meyer, Duke Wells, and Susan Snow.

Newsletters will be going out very soon. All copies have been made and the process of collating, folding, sealing, labeling, and sorting is underway.

I'd like to convey a big, public thank you to Permit Tech Denise Lafferty and Planning Secretary Rapunzel Oberholtzer for taking on the additional duties required during my absence and during the vacancy of the administrative assistant position in the office. Denise has proven to be a fabulous addition to City staff and is a wiz at streamlining processes and saving time and money for the City while still providing high quality service. Rapunzel (Eagle Eye) does her utmost to keep me dotting all my I's and crossing all my t's to make sure all work products are done to the highest degree of accuracy! Thank you to them both for all they do!

Councilor Snow, who serves as committee secretary to Troop 721 of the Boy Scouts (her husband is Assistant Scout Leader), has asked if there are any projects in the City that the scouts might work as Eagle Scout projects. At one time there was discussion about installing a half-court basketball court in Byrd Park, or perhaps re-building the gazebo in Petersdorf Park. Are there other projects the Council might suggest, and might one be identified, please? Thank you!

Respectfully submitted,
Jamie Mills, City Administrator/Recorder

Incoming Mail Log August 2018

8/2/2018	Email	CwM-H20	Invoice	Permit
8/2/2018	Email	CIS	Loss Run Report 7/31/2018	Recorder
8/6/2018	Mail	C&S Fire Safe	Invoice Check Returned	Permit
8/6/2018	Mail	Umpqua Bank	Statement	Permit
8/6/2018	Mail	Vend West Services, Inc.	Invoice	Permit
8/6/2018	Mail	County Transfer & Recycling	Invoice	Permit
8/6/2018	Mail	Wally's Septic	Inspection Report 83645 Jensen	Permit
8/6/2018	Mail	Wally's Septic	Inspection Report 84614 East Lake 83555 Clearlake Rd	Permit
8/6/2018	Mail	Wally's Septic	Inspection Report 83939 View Terrace, 4829 Laguna, 5'	Permit
8/6/2018	Mail	LCOG	Invoice Marijuana Ordinance & Findings	Permit
8/6/2018	Mail	LCOG	Agendas for Lane ACT	Recorder
8/7/2018	Hand	Karol Schubach	Cash \$100 2018-2019 Water Admin Fee	Permit
8/7/2018	Mail	Oregon Pacific Bank	Monthly Account Statement	Recorder
8/7/2018	Mail	Oregon Pacific Bank	Monthly Account Statement	Recorder
8/7/2018	Mail	Siuslaw News	Invoice & Aff of Publication re tax & charter	Recorder
8/7/2018	Fax	The Dyer Partnership	Renewal Certificate of Insurance	Recorder
8/9/2018	Email	First American Title	City Lien Search x2	Permit
8/13/2018	Mail	Jeff & Natalie Flowers	No longer own property in DC	Recorder
8/13/2018	Mail	C & S Fire Safe Services	Returned check for dupe payment	Recorder
8/13/2018	Mail	Wells Fargo	Invoice for Copier Lease	Recorder
8/13/2018	Mail	Baumann, Erich	Meter Readings	Recorder
8/13/2016	Email	Speer Hoyt LLC	July Invoice	Recorder
8/20/2018	Mail	Wally's Septic	Inspection Reports	Permit
8/20/2018	Mail	Bill Evans	Water Meter Reading	Permit
8/20/2018	Mail	State of Oregon Ethics Commission	Invoice	Permit
8/20/2018	Mail	Lane County Office of Legal Council	Notice of foreclosures	Permit
8/20/2018	Mail	Kinney & Vanderstoep	Water Right agreement	Permit
8/22/2018	Mail	Avalara	License Tax Reporting Form	Permit
8/22/2018	Mail	Campbell Productions	Invoice	Permit
8/23/2018	Mail	Spectrum Business	Invoice	Permit
8/27/2018	Mail	Wally's Septic	5500 Meadow Way Septic Report	Permit
8/27/2018	Mail	Century Link	Invoice	Permit
8/27/2018	Mail	Central Lincoln PUD	Invoice	Permit
8/27/2018	Mail	United States Department of Commerce	2020 Census Info	Permit
8/27/2018	Mail	Norman Wells Contractor	Liability Insurance Information	Permit
8/28/2018	Hand	Richard Palmer	Invoice	Recorder
8/30/2018	Email	First American Title	City Lien Search	Recorder
8/30/2018	Fax	Dunes City Home Services	Invoice	Permit
8/30/2018	Mail	Wally's Septic	Septic Inspection Reports	Permit

Dunes City Hall

September 2018

September 2018

October 2018

Su	Mo	Tu	We	Th	Fr	Sa
2	3	4	5	6	7	1
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Aug 26	27	28	29	30	31	Sep 1
2	3 Labor Day (Office Closed)	4 1:00pm Water Quality Committee (Dunes City Hall)	5	6	7 Closed	8
9	10	11	12 3:00pm Lane Act (Eugene) 6:00pm City Council Meeting	13	14 Closed	15
16	17 10:00am WLEOG (SVFD)	18 4:00pm FEMA Public Meeting Regarding Changes to Flood Map (Florence Events)	19	20	21 Closed	22
23	24	25	26	27 OMA Workshop (Eugene) 5:00pm Planning Commission Meeting	28 Closed	29 SOLV Beach & Riverside Cleanup 11:00am Trash Pick up at Woahink Lake
30	Oct 1	2	3	4	5	6

admin

Dunes City Hall

October 2018

October 2018

November 2018

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Sep 30	Oct 1	2	3	4	5 Closed	6
7	8	9	10 3:00pm Lane Act (Eugene) 6:00pm City Council Meeting	11	12 Closed	13
14	15 10:00am WLEOG (SVFD)	16	17	18	19 Closed	20
21	22	23	24	25 5:00pm Planning Commission Meeting	26 Closed	27
28	29	30	31	Nov 1	2	3