



Dunes City Council ~ Regular Session



April 16, 2024 ~ 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. Meeting is available on-line at Dunes City Hall.com (has a 30 second sound delay)

AMENDED AGENDA

- 1. **Call to Order**..... Mayor McGuire
- 2. **Roll Call** City Administrator
- 3. **Pledge of Allegiance to the Flag**..... Mayor McGuire
- 4. **Consideration of the Agenda**..... **Action Item**
- 5. **Consideration of the 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. Minutes of the March 20, 2024 City Council Regular Session
- B. Minutes of the April 3, 2024 City Council Work Session
- C. Bills of the Session from March 16, 2024 to April 10, 2024
- D. Receipts of the Session from March 16, 2024 to April 10, 2024
- E. Profit and Loss by Class from March 16, 2024 to April 10, 2024

6. **Announcements / Correspondence**

- A. Renewal of Liquor Licenses by May 31, 2024
- B. DLCD seeking Members for an Advisory Committee on Community Green Infrastructure Investment
- C. Permit Tech will be out of the office from April 30th through May 9th.
- D. City Administrator will be out of the office from April 22nd through the end of the month.

7. **Citizen Input on Items Not Discussed in Public Hearing**

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. **Reports**

- A. Mayor's Report..... Mayor McGuire
- B. Community Center Report..... J. Mills

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

- C. Water Quality Report S. Snow
- D. Road Reports City Administrator
- E. Permit Report..... P. Palmer
- F. City Administrator Report..... J. Mills

9. New Business

- A. Oregon Water Services Meter Reading Service Agreement Increase **Discussion/Action Item**
- B. Resolution Series 2024, No. 2, Authorizing City Councilor Chris Clemons| to take actions on behalf of the City to update the Dunes City website **Discussion/Action Item**
- C. Resolution Series 2024; No.3, setting a new annual Water Administration Fee for participants in the Dunes City Shared Domestic Water Supply Program (DC Chapter 51)..... **Discussion/Action Item**
- D. Roadway area assignments..... Discussion
- E. Schedule next Budget Committee meeting..... **Discussion/Action Item**
Must allow time for publication in the paper 2 times and must allow time for City Council Public Hearing with publication 2 times; must be adopted prior to June 30th.
- F. Eugene Cascades and Coast Membership..... **Discussion/Action Item**
- G. ODART meetings..... **Discussion/Action Item**
- H. LCOG Annual Invoice.....**Discussion/Action Item**
- I. Discussion of City Administrator Replacement.....**Discussion/Action Item**

10. Old Business

- A. Final Approval of Montgomery View Estate Plat..... **Discussion/Action Item**
- B. Request to Authorize City Administrator to sign Audit Documents..... **Discussion/Action Item**
- C. Oregon Dunes Triathlon..... **Discussion/Action Item**
- D. Hyak Franchise **Discussion/Action Item**
- E. Collections Agreement..... **Discussion/Action Item**

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

F. Short-Term Rental Ordinance amendments..... Discussion/**Action Item**

- 11. **Executive Session – None**
- 12. **For the Good of the Order**
- 13. **Adjournment**

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



**CITY COUNCIL MEETING MINUTES ~ DRAFT
MARCH 20, 2024 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 Ed McGuire called the Wednesday, March 20, 2024 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 Ed McGuire, Council President Susan Snow, Councilor Joe Giammona, Councilor Melissa Stinson, Councilor Chris Clemons and Councilor Richard Olson and Councilor Tom Mallen

Also Present: City Administrator/Recorder Jamie Mills, Planning Secretary Lila Timmons, and various Dunes City residents.

3. PLEDGE OF ALLEGIANCE

All who were present stood for the Pledge of Allegiance.

4. CONSIDERATION OF THE AGENDA

Mayor Ed McGuire asked if there were any changes or corrections that needed to be discussed. There were none.

Councilor Melissa Stinson made a motion to approve the Agenda. Councilor Susan Snow seconded the motion. The motion to approve the agenda passed by unanimous vote.

5. CONSIDERATION OF THE CONSENT AGENDA

Mayor Ed McGuire asked if there were any comments on the meeting minutes or the bills and

receipts. There were none.

Councilor Susan Snow made a motion to approve the Consent Agenda. Councilor Chris Clemons seconded the motion. The motion to approve the Consent Agenda passed by a unanimous vote.

6. ANNOUNCEMENTS/CORRESPONDENCE

City Administrator Jamie Mills stated that she had received a letter from Jeanne Jackson and asked the council if they wanted it read into the record. Mayor Ed McGuire stated that the procedure did not require that it be read into the record, but that the letter would be part of the record.

7. CITIZEN INPUT ON ITEMS NOT DISCUSSED IN PUBLIC HEARING

Citizen Jeanne Jackson thanked the Council for including her letter in the record. She stated that she felt it was important for the City to continue working on the budget. She further stated that she hoped that the Council would continue talking about Short-Term Rentals. Mayor Ed McGuire confirmed to Ms. Jackson that Short-Term Rentals was on the agenda if time allowed.

8. REPORTS

A. Mayor's Report

The local contact for the Lane County Public Safety Committee is Keith Cole. Mayor Ed McGuire stated that he has been unable to get a hold of Mr. Cole but would try again.

Senate Bill 1576, Recreational Immunity, has been passed by the House and Senate and is on the Governor's desk to sign. The Governor has 30 days to sign. Mayor Ed McGuire confirmed with the Governor's staff that the Bill has not been signed.

Mayor Ed McGuire asked City Administrator Jamie Mills if she had heard anything in regards to the Dunes City Triathlon. City Administrator Jamie Mills stated that she had made several attempts to reach the organizers but have not heard back.

Councilor Joe Giammona stated that he has heard that the Triathlon might be pushed back to September or October.

Mayor Ed McGuire stated that the website indicated that the Dunes City Triathlon would be held in Florence.

B. Community Center Report

City Administrator Jamie Mills stated that she had nothing to report.

C. Water Quality Report

Councilor Susan Snow stated that she had finally heard back from the State. The State had sent her some material, and requested a meeting. Councilor Susan Snow requested time to go over the material before scheduling a meeting.

D. Road Reports

City Administrator Jamie Mills stated that there was nothing to report.

E. Permit Report

Mayor Ed McGuire stated that the report is in the Councilor packet. Mayor Ed McGuire asked if there were any questions in regards to the permit report. There were none.

9. NEW BUSINESS

A. Planning Commission recommendation to appoint Sean Grundon to the Planning Commission for a term ending January 15, 2025.

City Administrator Jamie Mills stated that the Council referred the application to the Planning Commission and the Planning Commission did make a consideration and entered a recommendation to appoint Mr. Grundon. Mayor Ed McGuire asked if there were any questions, or comments for discussion.

Councilor Susan Snow made a motion to appoint Sean Grundon to the Planning Commission. Councilor Tom Mallen seconded the motion. The motion to appoint Sean Grundon to the Planning Commission passed by unanimous vote.

B. Meet and Greet

Mayor Ed McGuire explained that a Meet and Greet would be a social get together where no City business would be discussed and indicated an interest to have it outside of the Council's chambers. Councilor Melissa Stinson stated that she wanted to have a Meet and Greet to allow citizens to meet the Councilors and speak with them to understand that the Councilors are residents too. Councilor Melissa Stinson further stated that she and Councilor Rich Olson had spoken about having the Meet and Greet at Darlings with Darlings providing hot dogs, etc.

Councilor Rich Olson reiterated it would just be a way for everyone to get to know each other.

Mayor Ed McGuire and the Councilors discussed possible dates and settled on April 9, 2024 from 5-7 p.m.

10. PUBLIC HEARINGS

Appeal request of Notice of Entry of Findings of Fact, Conclusions of Law and Order for Corrective Action as to Jack Thomas Claycomb, Owner and Responsible Party only.

Mayor Ed McGuire read from the Hearing Procedure: Quasi-Judicial Script.

Mayor Ed McGuire asked each Councilor if they needed to recuse themselves from the hearing. All Councilors said no.

Mayor Ed McGuire asked the audience if there was anyone that wanted to challenge the Mayor's or a Council person's impartiality. There were none.

Mayor Ed McGuire continued to read the Script.

Mayor Ed McGuire asked Jack Thomas Claycomb if he had any questions before the Council proceeds.

Mr. Claycomb offered his home for the Meet and Greet. Mayor Ed McGuire stated that the

Meet and Greet would be held at Darlings but thanked Mr. Claycomb for the offer. Mayor Ed McGuire reiterated his question to Mr. Claycomb about having any questions regarding the Public Hearing.

Mr. Claycomb expressed concern whether or not he would have enough time to defend the violations he is claimed to have made.

Mayor Ed McGuire reassured Mr. Claycomb that he would have enough time. Mayor Ed McGuire stated that he understood Mr. Claycomb had asked for more documentation from the City and asked Mr. Claycomb if he wanted to request a continuance to review the documentation given to him.

Mr. Claycomb refused.

Mayor Ed McGuire asked if Mr. Claycomb was ready to proceed.

Mr. Claycomb stated that he was ready.

I. Review of Complaint, Findings of Fact, Conclusions of Law, and Final Order by Code Enforcement Officer Mills.

City Administrator Jamie Mills stated that Mr. Claycomb was the only party to appeal the Notice of Entry of Findings of Fact, Conclusions of Law, and Order for Corrective Action. City Administrator Jamie Mills further stated that she would continue the process for the other two Defendants.

City Administrator Jamie Mills described the meaning of the Quasi-Judicial Proceedings. City Administrator Jamie Mills reviewed the Complaint, Findings of Fact, Conclusion of Law, and Final Order by Code Enforcement Officer Jamie Mills.

City Administrator Jamie Mills went over the Exhibits and explained what the Councilors were seeing in the pictures.

City Administrator Jamie Mills stated that her biggest concern was the activity in the area of the firepit. City Administrator Jamie Mills further stated that herself and Permit Technician, Pam Palmer, measured from the water line to the firepit and it was only 17 feet. Dunes City code states that nothing is to be done to a property within 25 feet of the Ordinary High-Water Mark. It is a "No Touch" zone.

City Administrator Jamie Mills also expressed concern of an area west of the house which is a wetland area that had a road going through it. City Administrator Jamie Mills previously asked Mr. Claycomb if there was a culvert under the road allowing water to reach the wetland. Mr. Claycomb indicated that there wasn't one at the time but later said there was one.

Mayor Ed McGuire asked if the wetlands were inundated. City Administrator Jamie Mills stated that she did not know.

Councilor Melissa Stinson asked if any environmental studies have been done. City Administrator said the State would step in once this Order is completed.

City Administrator Jamie Mills stated that Mr. Claycomb had a number of trees removed from his property. She further stated that some of the trees did present a safety issue.

City Administrator Jamie Mills stated that with the pictures you can see that the property does have an issue with erosion and one of Mr. Claycomb's answer was to put asphalt and cement blocks into the water which caused concern with City Administrator Jamie Mills.

Councilor Tom Mallen asked if anything can be done in the Riparian area with a permit. City Administrator stated that the first 25 feet were a "No Touch" area and then in the next 25 feet from the Ordinary High-Water Mark, code states nothing shorter than 3 feet tall.

City Administrator Jamie Mills stated that it had taken her awhile to move forward with the action due to Mr. Claycomb being a nice man who was trying to give his wife a beautiful view of the lake as she is unwell. The action is necessary at this time because a former employee of Dunes City has filed a complaint with DEQ.

Councilor Joe Giammona asked if the complaint was filed with DEQ on this property in particular or on City Administrator Jamie Mills. City Administrator Jamie Mills explained that the former employee had sent in the same action as the Council was seeing.

Councilor Melissa Stinson asked about a particular picture. City Administrator Jamie Mills explained that picture contained the asphalt in the lake.

City Administrator Jamie Mills stated that according to Dunes City code, Mr. Claycomb is the "Responsible Party" and described the ways in which Mr. Claycomb violated the Dunes City code.

Councilor Joe Giammona asked if the home was developed in the 1930's, is the property grandfathered into pre-existing code? City Administrator Jamie Mills said no, that with each new homeowner, the property must abide by current code.

Councilor Melissa Stinson asked why the trees were not counted to see what percentage of the trees were removed from the property. City Administrator Jamie Mills stated that she forgot that detail was in the Dunes City Code. Mayor Ed McGuire explained that if a permit had been applied for, that detail would have been addressed.

Councilor Joe Giammona clarified that a garden was allowed in the riparian area. City Administrator Jamie Mills stated that it would depend and went over the code for gardens in the riparian area.

City Administrator Jamie Mills directed the Council to page 10 and went over the City Code for Penalties.

City Administrator Jamie Mills described the Order.

Councilor Joe Giammona asked City Administrator Jamie Mills if she followed the Code described in Chapter 36. City Administrator Jamie Mills stated that she did not because that Chapter did not apply to land use codes.

Mayor Ed McGuire read what was allowed for a Penalty and questioned the penalty being asked for in the order.

Councilor Joe Giammona asked the Mayor what the process would be now and if he should hold his questions for a later time in the hearing.

Councilor Joe Giammona asked City Administrator Jamie Mills about the number of violations that would equal the penalty.

II. Response to Complaint, Findings of Fact, Conclusions of Law, and Final Order by Mr. Claycomb.

Mr. Claycomb states that he just paid \$46,000 in electrical upgrades. He stated that he did ask for 2 plug ins for RV's on his property and was turned down by the City.

Mr. Claycomb talked about his neighbor, Eric Ziegler. Mr. Claycomb stated that Eric Ziegler introduced Mr. Devries to him and was surprised that Mr. Devries had filed a complaint.

Mr. Claycomb stated that it was unlikely that the Wells Tree and Landscape truck was in front of Mr. Devries house as claimed.

Mr. Claycomb stated that he understood from the beginning that the way in which his dock was built is grandfathered in. That no one can build a dock like his anymore. He has kept up

the licensing of his dock to try to be a good citizen.

When he was asked to put in fish screens, Mr. Claycomb states that it was done within a week. Again, he was trying to be a good citizen of Dunes City.

Mr. Claycomb states that his home is only about 50 feet from the water and if he followed the rules, his firepit would have been built in his living room.

Mr. Claycomb states that he improved his view of the lake by taking out dangerous trees and brush.

Mr. Claycomb asked if the road over the wetland is the worst thing that he has done. City Administrator Jamie Mills said that there were other violations.

Mr. Claycomb suggests that all claims against him are false.

Mr. Claycomb states that the "frog pond" or wetland area was not able to be seen until he had the brush cleared. Mr. Claycomb further stated that the pond is full in the winter but dries up in the summer.

Mr. Claycomb states that the asphalt was immediately taken out of the lake as soon as City Administrator Jamie Mills told him it was hazardous to the lake and drinking water.

Mayor Ed McGuire re-stated the violations: 1) Mr. Claycomb did not get a permit to cut trees and clear brush in a riparian area, 2) there were cinder blocks in lake water (Mr. Claycomb talked about tires also being in the lake.), 3) Mr. Claycomb removed more than 25% of the vegetative cover, and 4) Mr. Claycomb did not file an Erosion and Sediment Control Plan.

Mr. Claycomb stated he did not get a permit.

Mr. Claycomb talked about a home he had purchased in California that was an acre of weeds.

Mr. Claycomb stated that he didn't realize he needed a permit to clear the weeds in California.

Mr. Claycomb read a letter he had written to his attorney regarding a letter delivered to him by Pam Palmer, Permit Technician.

Councilor Joe Giammona asked if the Council had a copy of that letter. City Administrator Jamie Mills stated that it was a separate issue and is not a part of the order being addressed by the hearing.

Mr. Claycomb asked if he could address this letter. Mayor Ed McGuire stated no because the hearing was his appeal for a separate action.

Mayor Ed McGuire reminded Mr. Claycomb that the hearing was his appeal to other violations.

Mr. Claycomb stated that he was not a criminal or an outlaw and then read his bio to the Council.

III. Testimony in favor of the City Enforcement Officer and questions by Councilors.

Mayor Ed McGuire asked City Administrator Jamie Mills if she had anything to add.

City Administrator Jamie Mills reminded Mr. Claycomb that if he wanted the return of his money for the cost of the appeal, he had to request it from the Council.

Mr. Claycomb states that he would rather pay \$10,000 for back permits than \$5,000 for a fine which makes him appear to be a criminal. Mayor Ed McGuire assured Mr. Claycomb that this was a civil matter and not a crime.

Mayor Ed McGuire asked Mr. Claycomb if he was going to ask the Council for the return of the \$400 for the appeal. Mr. Claycomb said yes.

IV. Testimony in favor of Mr. Claycomb and questions by Councilors.

Councilor Joe Giammona confirmed the action was taking place because an employee filed a complaint. Mayor Ed McGuire said that the City was between a rock and a wet place because the state is saying there is most likely erosion and potential for water quality issues.

Councilor Joe Giammona asked if Mr. Claycomb applied for a permit for RV parking and was denied. Mayor Ed McGuire stated there was a discussion only about RV parking.

Councilor Joe Giammona said there is an exception on page 2, paragraph 4 which states “except for fire protection purposes, in the Riparian Corridor”. Councilor Joe Giammona questioned how the City determines what is and what is not for fire protection purposes.

Mayor Ed McGuire stated that if a permit had been applied for, any brush/trees, that were to be removed would be identified for fire protection purposes.

Councilor Joe Giammona stated that on page 2, paragraph 6, the statements regarding that Mr. Claycomb wanted to place 2 or 3 RV vehicles on his property should not be included in this action. Mayor Ed McGuire stated there was no violation of Dunes City code in this section. Councilor Joe Giammona asked if the statement on page 3, paragraph 1, should also not be included in this action since there is no proof that Mr. Claycomb did install a “dirt and rock crossing in such a manner as to cut-off an inland wetland area from receiving further water from the lake”.

Councilor Joe Giammona asked why the City is quoting a letter received from Christine Lietke if not disclosed to the Council. Copies of the letter were provided to Mr. Claycomb and the Council.

Councilor Joe Giammona again questioned the statements in the action regarding people living on Mr. Claycomb’s property without permits with no proof.

Councilor Joe Giammona questioned paragraph 4 on page 4, asking if it is hearsay because it is an interpretation of what was said and not a written statement from the complainant.

Councilor Joe Giammona questioned the interpretation that the Devries “believe the damage being done is substantial enough to cause damage to the water quality of Woahink Lake” since they are not engineers.

Councilor Joe Giammona questioned number 13 on page 8 regarding the rock path, benches and fire pit remaining in place and not replacing them as they fail or expand in any way as an illogical statement. Councilor Melissa Stinson stated that she thought that statement referred to if the City asked Mr. Claycomb to remove the rock path, benches and fire pit, damage would be caused. Mayor Ed McGuire stated that those items will not be grandfathered in as acceptable and removing those items would cause more damage.

Councilor Joe Giammona stated that he would have liked to see a breakdown on the fees for the fines and for the amount of fees the City has incurred.

Councilor Joe Giammona asked if the City was going after the homes that have cleared their properties around the Lake for not following Erosion and Sediment Control measures or if they were grandfathered in.

Mayor Ed McGuire stated it was not a case of being grandfathered in but instead the code says you have to replant, but if you have an Erosion and Sediment Control plan, you follow that. Those plans will vary depending on the professional who wrote up the plan.

Councilor Tom Mallen asked if Mr. Claycomb applied for a permit to allow RV pads. Mayor Ed McGuire asked Mr. Claycomb the reasons for wanting the RV pads.

Councilor Chris Clemons asked Mr. Claycomb how far back did he clear the brush/trees. Mr. Claycomb stated he cleared the entire 3 acres of his property.

Councilor Chris Clemons asked why Mr. Claycomb removed the trees. Mr. Claycomb said

that they were a fire hazard or too close together.

Councilor Rich Olson asked Mr. Claycomb how far he cleared the brush from his house. Mr. Claycomb stated he cleared the whole 3 acres.

Councilor Rich Olson asked Mr. Claycomb how far his home was from the lake. Mr. Claycomb said about 50 feet. He cleared the property to improve his view of the lake.

Councilor Rich Olson asked for clarification on how the Council should address the three violations as he sees it. Mayor Ed McGuire stated that because Mr. Claycomb is appealing the Order, the Council has broad authority to adjust.

Councilor Rich Olson asked City Administrator Jamie Mills if she had told Mr. Claycomb that he needed permits. City Administrator stated she did tell Mr. Claycomb that he needed permits. Councilor Rich Olson asked Mr. Claycomb why he did not get permits after being told. Mr. Claycomb stated he did not know the process.

Councilor Rich Olson stated that Mr. Claycomb had previously mentioned that he cleared a property in California and was cited. Mayor Ed McGuire stated that Mr. Claycomb might have learned a lesson. Mr. Claycomb stated that he was not fined by Oakley, California. Both Councilor Rich Olson and Mayor Ed McGuire felt that Mr. Claycomb had previously mentioned that he was fined by Oakley, California.

Councilor Joe Giammona asked when Mr. Claycomb had asked the City to come out to his property. Councilor Melissa Stinson reiterated the question for Mr. Claycomb. Mr. Claycomb stated he started working on the property from day one of ownership. Again, Melissa Stinson asked Mr. Claycomb if he started working on the property before seeking guidance from the City. Councilor Joe Giammona asked again for a definitive answer as to when he started working on the property. Councilor Joe Giammona asked City Administrator Jamie Mills if she remembered a phone conversation from Mr. Claycomb asking for guidance from the City as to what he could do with his property. City Administrator Jamie Mills stated that she did not remember.

Councilor Chris Clemons asked about an email he received from Lani Naron and asked if Mr. Claycomb had pulled up the link for the Dunes City Code in that email. Councilor Joe Giammona asked if Mr. Claycomb ever remembered looking up the codes. Mr. Claycomb stated he did not recall looking up the codes. Councilor Melissa Stinson asked Mr. Claycomb if he did receive the email from Lani Naron on July 14, 2022. Mr. Claycomb stated that he did not remember.

Councilor Tom Mallen asked Mr. Claycomb if he had been a banker. Mr. Claycomb stated he had been a banker for 10 years. Councilor Tom Mallen asked what Mr. Claycomb had done for the bank. Mr. Claycomb started as a bank teller, and ended up being an Operations Officer.

Mayor Ed McGuire stated he would close the Public Hearing at 8:08 pm.

V. Rebuttal by Code Enforcement Officer – None

VI. Rebuttal by Mr. Claycomb – None

VII. Deliberation by Councilors and entry of Decision.

Mayor Ed McGuire asked if the Councilors wanted to make a field trip to the property and go see what was disturbed. The Councilors felt they had enough with the pictures.

Mayor Ed McGuire stated that in the Order number 1 and 2 do not apply. He further stated

that he felt all other items in the order should apply.

Councilor Melissa Stinson asked if there were checkmarks within the 2 year period ensuring that the Erosion and Sediment Control measures are being followed. Mayor Ed McGuire said that could be a condition.

Councilor Chris Clemmons stated that Mr. Claycomb had exceeded the number of trees and amount of brush even for fire safety measures. He felt that a fine amount was hard to determine. Mayor Ed McGuire suggested that the money could be spent on revegetation.

Councilor Susan Snow reiterated the penalty section.

Councilor Melissa Stinson asked if there were a specific person that one could hire to determine the damage that has been done. Mayor Ed McGuire stated that was for Mr. Claycomb to hire.

Councilor Joe Giammona stated that the amount to be fined is only determined by the facts in the Order and not by how much damage has been done to the property.

Councilor Tom Mallen stated that as a homeowner on the lake, that Mr. Claycomb got away with a dream and that for \$5,000, he got a heck of a buy.

Councilor Rich Olson gave a recommendation to the Council for a fine of \$3,000, the fees of the City, and the Erosion and Sediment Control Plan.

City Administrator Jamie Mills stated that the City is complaint driven.

Councilor Joe Giammona feels that the fees should be applied to the rehabilitation of the property.

Mayor Ed McGuire asked City Administrator Jamie Mills if a fine was collected could the money go into the water fund which is known to be short. City Administrator Jamie Mills stated that she would take the Council's direction.

Councilor Chris Clemons stated that as he understands it, we are asking Mr. Claycomb to pay a fine, pay the City's Administrative Costs for this Order, and implement an Erosion and Sediment Control Plan with all permits as applicable.

Councilor Melissa Stinson asks where the money should be used.

Mayor Ed McGuire asked who would like to make a motion.

Councilor Rich Olson stated that he just wanted the outcome to be fair.

Councilor Tom Mallen made a motion for the fine of \$5,000, plus the \$1527.40 for Administrative costs and 3, 4, 5 as prescribed in the Order.

Councilor Melissa Stinson asked if 10 days is enough time to file an Erosion and Sediment Control Plan. Mayor Ed McGuire asked City Administrator Jamie Mills if that was enough time. City Administrator Jamie Mills stated that maybe that should be 30 days. Councilor Melissa Stinson stated she would like to see it at 30 days with City Council permission for any extensions to the timeframe.

Councilor Tom Mallen added the 30 days to the motion. Councilor Susan Snow seconded the motion. The vote was 3 No's and 3 Yes's.

Mayor Ed McGuire asked is he could entertain a new motion.

Councilor Rich Olson made a motion for the fine of \$3,000, plus the \$1527.40 for Administrative costs, and 3, 4, and 5 as prescribed with the Order changing the 10 days to file an Erosion and Sediment Control Plan to 30 days with an extension possible with Council permission. Councilor Joe Giammona seconded the motion. The vote was 3 No's and 3 Yes's. Mayor Ed McGuire broke the tie with a Yes vote. The motion passed.

11. OLD BUSINESS

- A. Hyak Franchise – No report
- B. Collection Agreement – No Report
- C. Short-Term Rental Ordinance amendments

Mayor Ed McGuire suggested this discussion be tabled until the work session.

12. EXECUTIVE SESSION - NONE

13. FOR THE GOOD OF THE ORDER – NONE

14. ADJOURNMENT

Councilor Melissa Stinson made a motion to adjourn the meeting. Councilor Chris Clemmons seconded the motion. The motion passed unanimously.

Mayor Ed McGuire adjourned the meeting at 8:45 pm.

APPROVED BY THE DUNES CITY COUNCIL ON THE 16TH DAY OF APRIL 2024

Ed McGuire, Mayor

ATTEST:

Jamie Mills, City Administrator/Recorder



CITY COUNCIL SPECIAL SESSION MINUTES ~ DRAFT

APRIL 3, 2024 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 Ed McGuire called the Wednesday, April 3, 2024 meeting of the Dunes City Council to order at 6:36 pm.

2. ROLL CALL

Roll Call was taken by Mayor Ed McGuire.

Present: Mayor Ed McGuire, Council President Susan Snow, Councilor Joe Giammona, Councilor Melissa Stinson, Councilor Chris Clemons, and Councilor Tom Mallen

Absent: Councilor Rich Olson

Also Present: City Administrator/Recorder Jamie Mills, Planning Secretary Lila Timmons, and various Dunes City residents.

3. CONSIDERATION OF THE AGENDA

Mayor Ed McGuire asked if there were any changes or corrections that needed to be discussed. There were none.

Councilor Melissa Stinson made a motion to approve the Agenda. Councilor Tom Mallen seconded the motion. The motion to approve the agenda passed by unanimous vote.

4. ANNOUNCEMENTS/CORRESPONDENCE

There were none.

5. OLD BUSINESS

A. Continued Review and discussion of the Short-Term Rental Ordinance

Mayor Ed McGuire asked if anyone had a question or comment on page 10.

Councilor Melissa Stinson stated that for item B, we have always had an issue mailing to residents because the addresses are not updated on the Lane County site. Mayor Ed McGuire stated that it was State Law to mail to the recorded legal owner so would you like to state in the Ordinance that it is required to also mail to the property address.

Councilor Joe Giammona suggested that the mailings should be sent Certified Mail with Return Receipt. Councilor Chris Clemons suggested that the address be the applicant's address which should be up to date. Mayor Ed McGuire, Councilor Melissa Stinson and Councilor Joe Giammona agreed that the Certified Mail with Return Receipt should be mailed to both the property and the applicant's address.

Councilor Joe Giammona asked whether or not 10 days was enough time and suggested 14 days under section B, Notice.

Councilor Joe Giammona suggested that a citizen asking for an appeal should send their request by Certified Mail with Return Receipt. Councilor Chris Clemons asked if the request had to be mailed or if a resident could come down to City Hall to appeal.

Councilor Melissa Stinson asked if there was a specific form to be filled out to request an appeal.

Mayor Ed McGuire stated that applicants had three choices to request an appeal: hand deliver, certified mail with return receipt, and/or mail. Another option would be to create a template and post on the website.

Councilor Melissa Stinson asked if the 10 days was enough time since it was addressed earlier. It was decided to state 10 calendar days.

Mayor Ed McGuire reiterated the Violations section on page 11. Councilor Melissa Stinson asked how the Council is determining the fine. Councilor Joe Giammona stated that he was developing a fee schedule.

Councilor Melissa Stinson asked how the Council was going to effectively enforce the new Short-Term Rental language. Councilor Joe Giammona answered that the fee structure establishes the money needed for a Code Compliance Officer.

Councilor Chris Clemons asked if the new Code Compliance Officer would track complaints as well. Mayor Ed McGuire stated that we would need to come up with a database for that information.

Mayor Ed McGuire stated that he talked to another entity that has been through a Short-Term Rental revision and found two things that really made a difference for them which were: 1) having a code enforcement person handling the complaints and talking to the property owners and 2) having some sort of recording device (Ring camera or equal) on the front of the house. The property owners would have to pay for the service. But, if a complaint comes in, the property owner is asked to provide the footage from the time of the complaint. If the property owner does not provide the footage, it is an automatic \$1,000 fine. This has pretty much cured the problem for the entity.

Councilor Chris Clemons asked if the other entity would provide the verbiage used in their Ordinance.

Councilor President Susan Snow asked if the fees in Section D would be deleted and refer to a fee schedule, such as "by a fine set in the fee schedule".

Mayor Ed McGuire stated that he wanted to delete Section F. The Councilors agreed.

Mayor Ed McGuire stated that he did not have an issue with the Public Nuisance Declared Section.

Mayor Ed McGuire asked about 123.018, Discontinuance of Short-Term Rental Occupancy. After much discussion, the Councilor decided the verbiage should be changed to "After a permit has been revoked, the property...". Also, a definition for Revocation needs to be added after Personal Delivery.

Councilor Tom Mallen stated that he would like to change the last sentence to state, “provided, however, an owner of record”.

Mayor Ed McGuire stated that he would like to strike out “or commercial property” in the first sentence of Section 123.019.

Councilor Melissa Stinson suggested to strike out “responsible tenant” in the same sentence.

Mayor Ed McGuire stated that the other entities suggested that occupancy should be allowed for 2 people per bedroom plus 2.

Density Limit should now state, “Only one Short-Term Rental permit shall be permitted per parcel.

Councilor Melissa Stinson asked if from “The maximum number” to the end of the paragraph should be deleted. Mayor Ed McGuire said he would like to see that.

Mayor Ed McGuire stated that because it was addressed earlier, he would like to strike out Section C as well.

Councilor Joe Giammona asked if the last sentence of Section B should remain. The Councilors agreed for that last sentence to state, “The City Council has sole discretion to determine the final occupancy limit.”

The Councilors also agreed to strike out C.

In Section D, since Section C was deleted, strike out where it references Section C.

Mayor Ed McGuire suggested to delete Section E.

Mr. Claycomb stated that he came to the meeting to learn how to get a Short-Term Rental permit. Mayor Ed McGuire stated that no new permits will be granted until the Councilors are done with the revisions. Mr. Claycomb stated that it has taken awhile and that he will have to bring someone in, legal or not.

Mayor Ed McGuire said that he wanted to talk about the numbers of Short-Term Rentals allowed. Councilor President Snow stated that it had been decided that the Short-Term Rentals were not to exceed 5% of the housing stock in Dunes City.

Councilor Joe Giammona said that he plugged in 70 permits into his Pro Forma. Mayor Ed McGuire stated that ended up being about 10%. Mayor Ed McGuire stated that in Newport, Short-Term Rentals must earn a certain of income to maintain their permit. Councilor Melissa Stinson asked staff how many Short-Term Permits were currently permitted. City Administrator stated that there were 34 permits granted.

Councilor Joe Giammona stated that based on 70 permits allowed at a \$1000 proposed permit fee, that would net \$70,000. Estimated owner consolidated in a month with a 5% licensing fee, \$175/night, times 12 nights would generate \$147,000 for the owner group per year. This would generate \$7300.50 revenue to the City per month and an annual \$88,000. If you add the \$70,000 plus the \$88,000 that would equal \$158,000 for the City. Councilor Joe Giammona stated that we were not ready to add the fines totals as of yet. He further stated that with a compliance offer at \$35/hr. with 20 hours/wk. and fully loaded would be \$65,000/yr.

Councilor Chris Clemons asked City Administrator Jamie Mills what she thought the appropriate number of hours would be for a compliance officer. She did not know.

Councilor Melissa Stinson asked if the Code Enforcement Officer could be used for other code enforcement issues other than Short-Term Rentals only.

Councilor Joe Giammona stated that on average an owner using the above numbers should net \$23,000/year after paying fees to Dunes City. He further stated that this should

provide the City with positive cash flow which will trickle down to the residents for services, etc.

Citizen Jeanne Jackson expressed concern that having Short-Term Rentals makes it harder for families to find housing.

Councilor Joe Giammona stated that there are positive attributes to Short-Term Rentals.

Councilor Joe Giammona stated that the Councilors are trying something new to make a difference to the City.

Councilor Melissa Stinson expressed concern about how the Council will regenerate Dunes City if it allows a great number of Short-Term Rentals. She stated that the Council needed to have a strong enough cap on Short-Term Rentals.

Mayor Ed McGuire stated that it has been recommended that a number needed to be established and not a percent.

City Administrator Jamie Mills stated that there were about 750 homes.

Councilor Melissa Stinson stated that 5% of 750 is 37.5. Councilor Susan Snow suggested to round that number up to 40. Mayor Ed McGuire asked how many are permitted currently and how many have applied that are waiting for approval.

City Administrator Jamie Mills stated that there are 34 permitted currently and that she did not the number that have applied but waiting for approval.

Councilor Melissa Stinson asked if 40 permits could still provide for a Code Enforcement Officer.

Mayor Ed McGuire stated that fines usually go to another fund like the General Fund.

Councilor Joe Giammona spoke about a fine structure.

Mayor Ed McGuire asked City Administrator Jamie Mills if a Code Enforcement Officer could write parking tickets in Dunes City. City Administrator Jamie Mills stated that she would have to check on that.

Councilor Joe Giammona stated that if we go with 40 permits it nets out to \$62,000 to Dunes City. Mayor Ed McGuire stated that the number of nights might go up since the unpermitted Short-Term Rentals are competing with the permitted one and that might make the revenue might go up.

The Councilors stated that the Short-Term Rentals should be first come, first serve starting in July once the current permits expire.

Mayor Ed McGuire stated that the next step would be to see all the revisions, and the proposed table of fines (an exhibit based on 40 permits).

Mayor Ed McGuire asked the City Administrator Jamie Mills what the process will be from here. She stated that the new Short-Term Rental Ordinance should be published.

City Administrator Jamie Mills asked whether or not there was going to be an application fee and a permit fee.

Councilor Joe Giammona stated that the City does not want to add more administrative costs.

Councilor Chris Clemons stated that currently there is not a fee to apply for a permit. No payment is due until a permit is granted. So, this is flipping the model of what is being done currently. Mayor Ed McGuire stated that an option could be a \$500 application fee and then once approved the permit fee could be \$1000. Councilor Joe Giammona suggested \$250 and \$1250. Councilor Susan Snow stated that this must be \$500 and then \$1000 due to research involved. Councilor Joe Giammona confirmed that the application

fee is \$500 and an \$1000 issuance/permit fee. Councilor Chris Clemons stated that this model could be used for building permits, etc. in the future.

10. NEW BUSINESS

- A. Begin review of Comprehensive Plan for referral to the Planning Commission
This will be delayed until the next work session.

11. FOR THE GOOD OF THE ORDER - NONE

12. ADJOURNMENT

Councilor Melissa Stinson made a motion to adjourn the meeting. Councilor Chris Clemmons seconded the motion. The motion passed unanimously.

Mayor Ed McGuire adjourned the meeting at 8:47 pm.

APPROVED BY THE DUNES CITY COUNCIL ON THE 16TH DAY OF APRIL 2024

Ed McGuire, Mayor

ATTEST:

Jamie Mills, City Administrator/Recorder

BILLS OF THE SESSION
March 16, 2024 through April 10, 2024

	A	B	C	D	E	F
1						Ck. #
2		Campbell Productions			\$ 390.00	
3		Central Lincoln PUD			\$ 2,362.19	
4		Charter Spectrum Business			\$ 351.79	
5		Civil West Engineering			\$ 5,240.00	
6		County Transfer & Recycling			\$ 31.11	
7		DCBS - Fiscal Services			\$ -	
8		Holloway & Associates			\$ 530.00	
9		Lane Council of Governments			\$ 1,020.00	
10		Local Government Law Group			\$ 728.50	
11		Oregon Water Services			\$ 180.00	
12		Northwest Code Professionals			\$ -	
13		Pacific Office Automation			\$ -	
14		Pacific Office Automation (copies)			\$ -	
15		Pest Tech			\$ -	
16		Scott Ryland Plumbing			\$ 170.00	
17		Richard Palmer			\$ 710.00	
18		Schroeder Law Offices			\$ -	
19		Siuslaw School District 97J			\$ -	
20		True Cut Engraving			\$ -	
21		True Value Coast Hardware			\$ -	
22		Tumbleweed Yard Care, Inc.			\$ 260.86	
23		U S Bank			\$ 645.75	
24		US Postal Service			\$ -	
25		Vend West Services			\$ 23.80	
26		Wages			\$ 7,979.50	
27		Taxes paid by Employee			\$ 1,308.34	
28		Taxes paid by Dunes City			\$ 897.68	
29		PERS paid by Employee			\$ 312.90	
30		PERS paid by Dunes City			\$ 835.44	
31		Journal Entries*			\$ -	
32					\$ -	
33			TOTAL:		\$ 23,977.86	
34						
35		Approved for payment this _____ day of _____, 2024				
36						
37						
38						
39		Ed McGuire, Mayor				
40						
41						
42		Attest:				
43			Jamie L. Mills, City Administrator			

RECEIPTS OF THE SESSION: March 16 to April 10, 2024

Business License	\$595.00
Building Rental	\$0.00
Copies	\$0.00
Fines	\$0.00
Fish Screens	\$1,490.00
Franchise Fee, Cable TV/Telephone	\$0.00
Franchise Fee, PUD	\$8,191.84
Deposit for Conditional Use Permit	\$0.00
Garbage License	\$2,500.00
Grants	\$0.00
Interest	\$0.00
Lien Searches	\$400.00
Miscellaneous Reimbursements and Refunds to City	-\$23.00
Other City Fees (Appeal)	\$0.00
Permits, City Plan Review Fees	\$0.00
Permits, Conditional Use	\$0.00
Permits, Boundary Line Adjustment	\$600.00
Permits, Demolition	\$0.00
Permits, Driveway	\$0.00
Permits, Electrical	\$428.00
Permits, Excavating & Grading & Driveway	\$0.00
Permits, Manufactured Home Fees	\$0.00
Permits, Mechanical	\$90.00
Permits, Other (Inspections, LUCS, No Brushing, etc.)	\$986.88
Permits, Penalties	\$0.00
Permits, Plan Check Fees	\$152.95
Permits, Plumbing	\$300.00
Permits, Right of Way Use	\$0.00
Permits, Structural	-\$2,413.00
Permits, Building Surcharge	\$154.40
Permits, State Surcharge	-\$180.24
Permits, Temporary Occupancy	\$0.00
Permits, Vegetation / Tree Removal	\$25.00
PERMITS TOTAL	\$143.99
Right of Way Permit	\$0.00
RTMP	\$0.00
Septic	\$600.00
Short-Term Rental Applications	\$0.00
Tax, Cigarettes	\$67.68
Tax, Liquor (OLCC)	\$0.00
Tax, Oregon State Highway Apportionment	\$8,396.96
Tax, Lane County Motel Fund	\$0.00
Tax, School Excise	-\$39.08
Water Rights Application Fees	\$0.00
Water Admin Fees	\$3,100.00
TOTAL	\$25,423.39

Dunes City
Profit & Loss by Class
March 16 through April 10, 2024

	41 General Fund	42 Building Codes Fund	43 Street Fund
Ordinary Income/Expense			
Income			
40000 · Fund Revenue			
41000 · General Fund Revenue			
41107 · Business License Fees	595.00	0.00	0.00
41115 · Cigarette Tax	67.68	0.00	0.00
41130 · Garbage License Fee	2,500.00	0.00	0.00
41145 · Lien Search Fees	400.00	0.00	0.00
41155 · Miscellaneous	-23.00	0.00	0.00
41175 · PUD Franchise	8,191.84	0.00	0.00
41180 · Septic Admin Fees	550.00	50.00	0.00
41000 · General Fund Revenue - Other	100.00	0.00	0.00
Total 41000 · General Fund Revenue	12,381.52	50.00	0.00
42000 · Building Codes Fund Revenue			
42104 · Building Surcharge	0.00	154.40	0.00
42115 · Electrical fees	0.00	428.00	0.00
42123 · Prelim&Final Plat Application	600.00	0.00	0.00
42140 · Mechanical Fees	0.00	90.00	0.00
42145 · Plan Check/Review Fees	0.00	152.95	0.00
42150 · Planning Fee & LUCS	0.00	886.88	0.00
42155 · Plumbing fees	0.00	300.00	0.00
42158 · School Tax	0.00	-39.08	0.00
42165 · State Surcharge Fees	0.00	-180.24	0.00
42175 · Structural Fees & Demolition	0.00	-2,413.00	0.00
42180 · Vegetation and Tree Removal	0.00	25.00	0.00
42000 · Building Codes Fund Revenue - Other	0.00	100.00	0.00
Total 42000 · Building Codes Fund Revenue	600.00	-495.09	0.00
43000 · State Street Fund Revenue			
43115 · State Hwy Apportionment	0.00	0.00	8,396.96
Total 43000 · State Street Fund Revenue	0.00	0.00	8,396.96
46000 · Water Right Fund Revenue			
46104 · Fish Screens	0.00	0.00	0.00
46105 · Administrative Fees	0.00	0.00	0.00
Total 46000 · Water Right Fund Revenue	0.00	0.00	0.00
Total 40000 · Fund Revenue	12,981.52	-445.09	8,396.96
Total Income	12,981.52	-445.09	8,396.96
Gross Profit	12,981.52	-445.09	8,396.96

6:25 PM

04/10/24

Cash Basis

Dunes City

Profit & Loss by Class

March 16 through April 10, 2024

	41 General Fund	42 Building Codes Fund	43 Street Fund
Expense			
51000 · Fund Expenses			
51100 · Personal Services			
Administrative Wages	5,500.00	2,090.00	0.00
FUTA	11.91	0.00	0.00
Medicare	79.75	30.30	0.00
Oregon Unemployment	240.17	75.24	0.00
PERS-City Contrib	0.00	0.00	0.00
Social Security	341.00	129.58	0.00
Worker Comp Hourly	0.00	0.00	0.00
Total 51100 · Personal Services	6,172.83	2,325.12	0.00
51300 · Materials & Services			
Community Center Maint/Repair	85.00	0.00	0.00
Consulting - Contracted	530.00	0.00	0.00
Engineering - Supervision	-1,230.00	0.00	0.00
Office Supplies & Postage	645.75	0.00	0.00
School Excise Tax	0.00	2,209.68	0.00
Street Brushing / Cleaning	0.00	0.00	4,527.50
Street Maintenance	0.00	0.00	260.86
Street signs	0.00	0.00	200.00
Utilities	598.55	0.00	0.00
Water Right Preservation	0.00	0.00	0.00
Total 51300 · Materials & Services	629.30	2,209.68	4,988.36
Total 51000 · Fund Expenses	6,802.13	4,534.80	4,988.36
66000 · Payroll Expenses	0.98	0.00	0.00
Total Expense	6,803.11	4,534.80	4,988.36
Net Ordinary Income	6,178.41	-4,979.89	3,408.60
Net Income	6,178.41	-4,979.89	3,408.60

Dunes City
Profit & Loss by Class
March 16 through April 10, 2024

	45 Motel Fund	46 Water Fund	Unclassified
Ordinary Income/Expense			
Income			
40000 · Fund Revenue			
41000 · General Fund Revenue			
41107 · Business License Fees	0.00	0.00	0.00
41115 · Cigarette Tax	0.00	0.00	0.00
41130 · Garbage License Fee	0.00	0.00	0.00
41145 · Lien Search Fees	0.00	0.00	0.00
41155 · Miscellaneous	0.00	0.00	0.00
41175 · PUD Franchise	0.00	0.00	0.00
41180 · Septic Admin Fees	0.00	0.00	0.00
41000 · General Fund Revenue - Other	0.00	0.00	0.00
Total 41000 · General Fund Revenue	0.00	0.00	0.00
42000 · Building Codes Fund Revenue			
42104 · Building Surcharge	0.00	0.00	0.00
42115 · Electrical fees	0.00	0.00	0.00
42123 · Prelim&Final Plat Application	0.00	0.00	0.00
42140 · Mechanical Fees	0.00	0.00	0.00
42145 · Plan Check/Review Fees	0.00	0.00	0.00
42150 · Planning Fee & LUCS	0.00	0.00	0.00
42155 · Plumbing fees	0.00	0.00	0.00
42158 · School Tax	0.00	0.00	0.00
42165 · State Surcharge Fees	0.00	0.00	0.00
42175 · Structural Fees & Demolition	0.00	0.00	0.00
42180 · Vegetation and Tree Removal	0.00	0.00	0.00
42000 · Building Codes Fund Revenue - Other	0.00	0.00	0.00
Total 42000 · Building Codes Fund Revenue	0.00	0.00	0.00
43000 · State Street Fund Revenue			
43115 · State Hwy Apportionment	0.00	0.00	0.00
Total 43000 · State Street Fund Revenue	0.00	0.00	0.00
46000 · Water Right Fund Revenue			
46104 · Fish Screens	0.00	1,490.00	0.00
46105 · Administrative Fees	0.00	3,000.00	0.00
Total 46000 · Water Right Fund Revenue	0.00	4,490.00	0.00
Total 40000 · Fund Revenue	0.00	4,490.00	0.00
Total Income	0.00	4,490.00	0.00
Gross Profit	0.00	4,490.00	0.00

Dunes City
Profit & Loss by Class
March 16 through April 10, 2024

	45 Motel Fund	46 Water Fund	Unclassified
Expense			
51000 · Fund Expenses			
51100 · Personal Services			
Administrative Wages	389.50	0.00	0.00
FUTA	0.00	0.00	0.00
Medicare	5.65	0.00	0.00
Oregon Unemployment	18.70	0.00	0.00
PERS-City Contrib	0.00	0.00	626.03
Social Security	24.15	0.00	0.00
Worker Comp Hourly	0.00	0.00	0.00
Total 51100 · Personal Services	438.00	0.00	626.03
51300 · Materials & Services			
Community Center Maint/Repair	0.00	0.00	0.00
Consulting - Contracted	0.00	0.00	0.00
Engineering - Supervision	0.00	0.00	0.00
Office Supplies & Postage	0.00	0.00	0.00
School Excise Tax	0.00	0.00	0.00
Street Brushing / Cleaning	0.00	0.00	0.00
Street Maintenance	0.00	0.00	0.00
Street signs	0.00	0.00	0.00
Utilities	0.00	0.00	0.00
Water Right Preservation	0.00	666.00	0.00
Total 51300 · Materials & Services	0.00	666.00	0.00
Total 51000 · Fund Expenses	438.00	666.00	626.03
66000 · Payroll Expenses	0.99	0.00	0.00
Total Expense	438.99	666.00	626.03
Net Ordinary Income	-438.99	3,824.00	-626.03
Net Income	-438.99	3,824.00	-626.03

Dunes City
Profit & Loss by Class
 March 16 through April 10, 2024

6:25 PM
 04/10/24
 Cash Basis

TOTAL

Ordinary Income/Expense	
Income	
40000 · Fund Revenue	
41000 · General Fund Revenue	
41107 · Business License Fees	595.00
41115 · Cigarette Tax	67.68
41130 · Garbage License Fee	2,500.00
41145 · Lien Search Fees	400.00
41155 · Miscellaneous	-23.00
41175 · PUD Franchise	8,191.84
41180 · Septic Admin Fees	600.00
41000 · General Fund Revenue - Other	100.00
Total 41000 · General Fund Revenue	12,431.52
42000 · Building Codes Fund Revenue	
42104 · Building Surcharge	154.40
42115 · Electrical fees	428.00
42123 · Prelim&Final Plat Application	600.00
42140 · Mechanical Fees	90.00
42145 · Plan Check/Review Fees	152.95
42150 · Planning Fee & LUCS	886.88
42155 · Plumbing fees	300.00
42158 · School Tax	-39.08
42165 · State Surcharge Fees	-180.24
42175 · Structural Fees & Demolition	-2,413.00
42180 · Vegetation and Tree Removal	25.00
42000 · Building Codes Fund Revenue - Other	100.00
Total 42000 · Building Codes Fund Revenue	104.91
43000 · State Street Fund Revenue	
43115 · State Hwy Apportionment	8,396.96
Total 43000 · State Street Fund Revenue	8,396.96
46000 · Water Right Fund Revenue	
46104 · Fish Screens	1,490.00
46105 · Administrative Fees	3,000.00
Total 46000 · Water Right Fund Revenue	4,490.00
Total 40000 · Fund Revenue	25,423.39
Total Income	25,423.39
Gross Profit	25,423.39

6:25 PM
04/10/24
Cash Basis

Dunes City
Profit & Loss by Class
March 16 through April 10, 2024

	TOTAL
Expense	
51000 · Fund Expenses	
51100 · Personal Services	
Administrative Wages	7,979.50
FUTA	11.91
Medicare	115.70
Oregon Unemployment	334.11
PERS-City Contrib	626.03
Social Security	494.73
Worker Comp Hourly	0.00
Total 51100 · Personal Services	9,561.98
51300 · Materials & Services	
Community Center Maint/Repair	85.00
Consulting - Contracted	530.00
Engineering - Supervision	-1,230.00
Office Supplies & Postage	645.75
School Excise Tax	2,209.68
Street Brushing / Cleaning	4,527.50
Street Maintenance	260.86
Street signs	200.00
Utilities	598.55
Water Right Preservation	666.00
Total 51300 · Materials & Services	8,493.34
Total 51000 · Fund Expenses	18,055.32
66000 · Payroll Expenses	1.97
Total Expense	18,057.29
Net Ordinary Income	7,366.10
Net Income	7,366.10

Jamie Mills

From: RENEWALS olcc * OLCC <olcc.renewals@oregon.gov>
Sent: Monday, April 1, 2024 12:25 PM
To: RENEWALS olcc * OLCC
Subject: OLCC Pre-Renewal Notice - District 3
Attachments: Denial Criteria Doc.pdf

Importance: High



Hello,

Liquor licenses assigned to **District 3** will be up for renewal soon, which may include licenses in your area. Liquor licenses for **District 3** are due to expire **06/30/2024**. This notice provides below the instructions of how to electronically generate the list of liquor licenses relevant to you for this license renewal period, as well as instructions on how to recommend approval or denial.

INSTRUCTIONS:

Use the below hyperlink to access the license database and use the appropriate filters on the left-hand side described below to generate the list of your area specific licenses we are requesting endorsement for. Instructions for filtering that list to generate the specific licenses in your area are below:

1. Access the webpage found here:
<https://data.olcc.state.or.us/t/OLCCPublic/views/LiquorLicenseeList/Dashboard?%3Aembed=y&%3AisGuestRedirectFromVizportal=y>
2. In Filter Category: **Effective and Expiration Dates**; select the option **Expiring within next 90 days**
3. In Filter Category: **License Type**; check only the options: **BP, F-CAT, F-CLU, F-COM, F-FPC, F-PC, F-PL, L, and O**. (per OAR 845-005-0360, only these license types require LGB endorsement on renewal)
4. In Filter Category: **City/County**; select only the option of the specific city or county you represent.
5. This will generate your list of licenses about to expire. If you wish to export that list, use the options below the left-side filters to export the list in the format of your choosing.

****NOTE** This notification is not dependent on your local government having renewing licenses for this upcoming renewal period.** This notice is being sent to all jurisdictions, and you may have licenses up for renewal for more than one district period per year. Please use this time to check if you have upcoming renewals for this renewal period. If you have no upcoming renewing licenses for this upcoming renewal period, you can ignore this notification.

HOW TO MAKE A RECOMMENDATION

You have until 05/31/2024 to make your recommendation. Below are your options for renewals:

RECOMMEND APPROVAL

1. DO NOTHING. If you do not submit a recommendation by **05/31/2024**, the OLCC will process the renewal application as a favorable recommendation.

RECOMMEND DENIAL (see additional information attached as a PDF)

1. File an unfavorable recommendation, stating the grounds for the unfavorable (must meet denial criteria on attached PDF); **OR**
2. Make a written request for additional time to complete an investigation. The request must state:
 - A) You are considering making an unfavorable recommendation;
 - B) The specific grounds being considered.

The grounds must be one referenced in Oregon Administrative Rule 845-005-0308(3). If your request is granted you will be given a 45-day extension to file your unfavorable recommendation. Unfavorable means recommending denial of a license or requesting restrictions be placed on a license.

RECORDS UPDATE REQUEST

If your address for liquor license renewals, contact email address, or renewal fees have changed, please notify us via email to olcc.generalinfo@oregon.gov

CONTACT INFORMATION:

If you need assistance or would like to discuss a specific application, please contact your local OLCC office, or our general line at 503.872.5000 so we can best rout your inquiry. Please send renewal recommendation correspondence to OLCC.Renewals@oregon.gov or OLCC License Renewals, P.O. Box 22297, Portland, OR 97269-2297. If you have questions, contact our license renewal section at 503.872.5138.

Thank you,

Jessica Buzikowski

License Renewal Coordinator

Call 503-872-5138

Oregon Liquor and Cannabis Commission ([OLCC](#))

Schedule: 8am – 5pm Monday through Friday

Alcohol Licensing Contacts:

- Questions about obtaining a liquor license: olcc.alcohollicensing@oregon.gov
- Renewing your current alcohol license: olcc.renewals@oregon.gov
- Planning a special event or needing a temporary sales license: olcc.specialevents@oregon.gov
- Looking for your service permit: olcc.servicepermits@oregon.gov
- Other questions or concerns: olcc.generalinfo@oregon.gov



CAMP
COMING IN SPRING 2024 - CLICK HERE TO LEARN MORE!
Get ready for **CAMP**, OLCC's new Cannabis & Alcohol Management Program.
Phase 1 launches Spring 2024.
Learn more at <https://www.oregon.gov/olcc/pages/camp.aspx>

REASONS WE MAY DENY OR RESTRICT A LICENSE
ORS 471.313(4)(5), OAR 845-005-0320, 845-005-0321, 845-005-0322
845-005-0325, 845-005-0326(4)(5) or 845-005-0355

The following is a list of problems relating to the **APPLICANT** or **BUSINESS** that OLCC *can* consider to refuse or restrict a license:

1. Applicant has a habit of using alcohol or drugs to excess
2. Applicant makes a false statement to OLCC (must be related to a refusal basis)
3. Applicant has been convicted of local, state or federal laws that are substantially related to the fitness of holding a liquor license
4. Applicant has demonstrated poor moral character
5. Applicant has a poor record of compliance when previously licensed by OLCC
6. Applicant is not the legitimate owner of the business
7. The business has a history of serious and persistent problems at this location.

The problems can include:

- Obtrusive or excessive noise, music or sound vibrations
- Public drunkenness
- Fights or altercations
- Harassment
- Unlawful drug sales
- Alcohol or related litter

OLCC is *not* able to consider the following issues when deciding to renew a liquor license:

- Lack of parking
- Increase in traffic
- Too many licenses in a specific area (saturation)
- Entertainment type - nude dancing, gambling, live bands, etc.
- Increased noise
- Zoning issues

Visit www.oregon.gov/olcc/ to see the full text of ORS and OAR referenced above. In order for an unfavorable recommendation from a local government to be valid, the grounds must be found in the license refusal bases of ORS 471.313(4), 471.313(5), OAR 845-005-0320, 845-005-0321, 845-005-0322, 845-005-0325 or 845-005-0326(4)(5) or the license restriction bases of OAR 845-005-0355, and must be supported by reliable factual information.

Jamie Mills

From: EASTMAN Elliott * DLCD <Elliott.Eastman@dlcd.oregon.gov>
Sent: Friday, April 5, 2024 3:45 PM
To: EASTMAN Elliott * DLCD
Cc: CRALL Matt * DLCD; BUHL Laura * DLCD; CARNEY Sadie * DLCD
Subject: DLCD is Seeking Members for an Advisory Committee on Community Green Infrastructure Investment

Flag Status: Flagged

[Share / View as a webpage](#)



April 5, 2024

DLCD is Seeking Members for an Advisory Committee on Community Green Infrastructure Investment

Applications will be accepted through Sunday, April 28, 2024.

In 2023, the Oregon Legislature created the [Community Green Infrastructure Grant Program](#) and put \$6.5 million into a fund administered by the Department of Land Conservation and Development (DLCD). Green infrastructure is infrastructure that includes or mimics natural systems, such as urban green space, parks, rain gardens, bioswales and trees. It provides a wide array of social, environmental, and economic benefits.

The program will award grants in four categories:

- Planning and developing community Green Infrastructure Projects
- Planning and developing Community Green Infrastructure Economic Development Projects, which are Green Infrastructure Projects that employ members of a community that benefits from the project
- Developing or supporting native seed banks or native plant nurseries
- Supporting and implementing green infrastructure master plans

DLCD is seeking members for an Advisory Committee on Community Green Infrastructure Investment to advise on the implementation of the Community Green Infrastructure Grant program and make biennial reports to the legislature on the program.

[Apply to Serve on the Advisory Committee](#)

Committee Meetings

The committee will meet virtually starting in May 2024. Meetings will generally last between one and two hours. The committee will meet more frequently during the spring, likely bi-weekly. Meetings will become less frequent as the program is implemented, moving to monthly and then quarterly by fall of 2024.

Spread the Word

If you're not interested in being on the committee yourself, please help us by forwarding this announcement to anyone who might be interested.

Questions about the program or advisory committee? Please visit the program [website](#) or contact Laura Buhl at laura.buhl@dlcd.oregon.gov.

Stay informed! Sign up for [email notifications](#) on this topic.

Apply Here

Permit issued: From March 15th to April 10th

Structural: 1

Mechanical: 1

Plumbing: 1

Electrical: 2

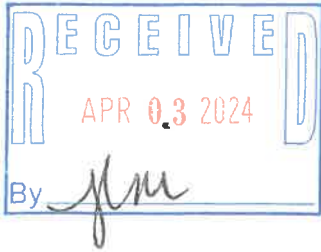
Public Works: 4

NEW BUILDS: 0

Charter
PUD
Tree removal
Solar Energy permit

(Included in other permits)

New or Renewed DCBL 10



30086 Federal Lane, Eugene, OR 97402
Phone: (541) 342-1718, Fax: (541) 342-1746
CCB#: 133505 / 7-103 CPI

METER READING SERVICE AGREEMENT

March 28, 2024

**City of Dunes City
82877 Spruce Street
PO Box 97
Westlake, OR 97493**

Under this agreement, the City of Dunes City, would contract with Oregon Water Services, Inc. (OWS) to provide meter reading services.

METER READING SERVICE ITEMS

OWS would provide personnel services and supplies for the following:

- Monthly meter reading route to gather meter data - \$210
- Meter data analysis, formatting, and transfer to City of Dunes City. - \$55

MONTHLY METER READING SERVICE FEE: \$265.00

Agreement

▪ SCOPE

Oregon Water Service, Inc (OWS) agrees to perform the services described in this proposal at the rates included in the fee schedules. Unless modified by the parties involved, the duties of OWS shall not be construed to exceed those services specifically set forth in this agreement.

▪ COMPENSATION

City of Dunes City agrees to pay for the listed services in accordance with the compensation provisions described in this proposal. Payment will be made to OWS within 30 days after the date of billing. Late payments will accrue interest on the unpaid balance at a rate of 1.5 percent per month. City of Dunes City agrees to reimburse OWS on a time-and-expense basis for services related to litigation to which OWS is not a party arising from the performance of services.

▪ WARRANTY

OWS warrants only that it will operate, perform testing, obtain findings, and prepare reports in accordance with generally acceptable principles and practices. Under no circumstance will OWS be liable for any damages or claims except those resulting solely from its own or its employee's negligent performance or its deviation from acceptable protocol.

The exclusive remedy of any breach of this warranty will be, at OWS discretion, a refund of the agreed price or in the case of laboratory services, a rerun of a similar sample. No other remedy is available under this agreement.

▪ INSURANCE

OWS or its contractors shall maintain Commercial general liability insurance for personal injury liability, and property damage liability. Automobile bodily injury and property damage liability insurance covering owned, non-owned, and hired vehicles. Also Workers Compensation Insurance in accordance with State of Oregon law.

▪ TERMINATION OF WORK

Either party may terminate work in this agreement in the event the other party fails to perform in accordance with the terms. Termination of the work is accomplished by a 30-day prior written notice from the party initiating termination to the other. Notice of termination shall be delivered by certified mail.

OWS shall be compensated for work actually performed prior to the effective date of termination plus any costs which may be necessary for the orderly closing of the project.

▪ INTEGRATION

This proposal, fee schedules and agreement represent the entire understanding of the client and OWS. No prior oral or written understanding shall be of any force or effect with the respect to those matters covered herein. The terms may not be modified except in writing by both parties.

The undersigned parties have read this agreement and are duly authorized agents of the parties involved.

Dan Reitz, Vice President, Oregon Water Services, Inc

Date _____

Representative, City of Dunes City

Date _____

Print Name _____

**CITY OF DUNES CITY,
LANE COUNTY, OREGON**

RESOLUTION SERIES 2023, NO. 2

Effective Date: 4/16/3024

A RESOLUTION AUTHORIZING COUNCILOR CHRISTOPHER CLEMONS TO TAKE ACTIONS ON BEHALF OF DUNES CITY TO MODIFY, IMPROVE, AND UPDATE THE DUNES CITY WEBSITE; TO CONSULT WITH CITY STAFF REGARDING SPECIAL NEEDS AND RECOMMENDATIONS FOR THE SAME; TO OBTAIN APPROVAL FROM THE CITY COUNCIL PRIOR TO IMPLEMENTATION OF SUCH ACTIONS ON THE DUNES CITY WEBSITE; AND OTHER MATTERS PROPERLY RELATING THERETO.

WHEREAS, the Dunes City website is outdated, and in some instances never completed; and

WHEREAS, technology has improved significantly since the initial creation of the Dunes City website;
and

WHEREAS, the Dunes City Council desires to offer residents and visitors a more attractive and helpful website for the benefit of the citizenry and its visitors; and

WHEREAS, an update to and improvement of the functionality of the Dunes City website will improve the provision of services to the Dunes City residents.

NOW, THEREFORE, BE IT RESOLVED BY THE DUNES CITY COUNCIL AS FOLLOWS:

The City Council of Dunes City desires to allow Councilor Chris Clemmons to take actions on behalf of the City to modify, improve, and update the Dunes City Website. This Resolution shall be effective following its adoption by the City Council of the City of Dunes City.

ADOPTED BY THE DUNES CITY COUNCIL THIS 16th DAY OF APRIL, 2024.

Ayes: _____ Nays: _____ Abstain: _____ Absent: _____ Vacant: _____

Ed McGuire, Mayor

ATTEST:

Jamie Mills, City Administrator/Recorder

**CITY OF DUNES CITY
LANE COUNTY, OREGON**

RESOLUTION SERIES 2024, NO. 3 (04-16-2024)

**RESOLUTION AMENDING THE ANNUAL ADMINISTRATIVE FEE FOR
ALL WATER USERS RECEIVING WATER THROUGH THE DUNES
CITY SHARED DOMESTIC WATER SUPPLY PROGRAM.**

WHEREAS, Dunes City allows individuals to use the City’s water rights associated with various water right permits approved by the Oregon Water Resources Department; and

WHEREAS, Dunes City has historically applied the administration fee only to points of diversion and not as to points of use; and

WHEREAS, the City Council has determined that the administrative fees set previously set by Resolution Series 2011, No. 5 (06-09-2011) are insufficient to meet the requirements of the City to administer the Shared Domestic Water Supply Program and meet the requirements established by the State of Oregon to allow such usage to occur; and

WHEREAS, should the State choose to cancel said water right permits for failure to comply with the terms of the permits, the residents of Dunes City would be left with no immediate water source whatsoever.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Dunes City, Oregon, to enact the following fee schedule for Administration of the Water Rights Compliance Fund.

Section 1. The annual administrative fees associated with the use of Dunes City’s domestic water right on Woahink Lake are modified as follows:

a. The annual administrative fee for every property owner using water under the City’s water right permits shall be \$125.00.

b. The annual administrative fee for a community system shall be \$125.00 for every point of use.

c. The annual administrative fee for a permit holder with an irrigation only line shall be \$125.00.

ADOPTED BY THE DUNES CITY COUNCIL OREGON, THIS 9th DAY OF JUNE, 2011.

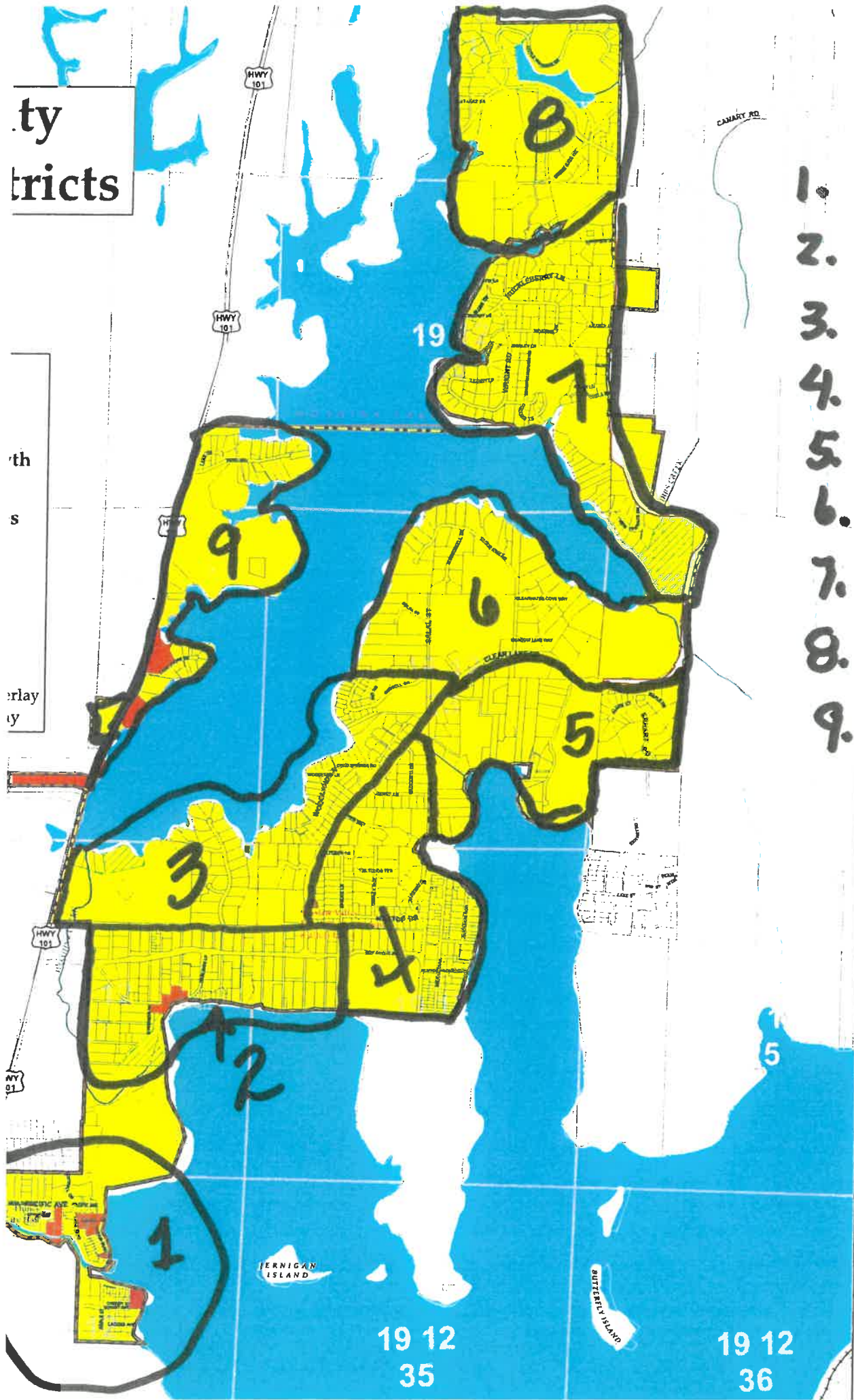
Ayes: _____ Nays: _____ Abstain: _____ Absent: _____ Vacant: _____

Ed McGuire, Mayor

ATTEST:

JAMIE MILLS, City Administrator

ty
istricts



1. Susan S.
2. Richard D.
3. Chris C.
4. Joe G.
5. Ed Mc
6. Tom M.
7. Jamie/Pam
8. Jamie/Pam
9. Melissa

BECOME A MEMBER

EUGENE
CASCADES
AND
COAST

You Make the Eugene, Cascades & Coast Region Shine!

Join Travel Lane County as a Member Today

Lane County's hospitality sector employs more of our friends and neighbors than any other industry. Together we host more than 3 million overnight visitors each year and you give them each a great Oregon experience. In turn, these visitors spend more than \$1 billion each year in Lane County businesses.

As we strive to increase the vitality and expansion of our visitor industry, your active involvement as a member of

Travel Lane County holds greater significance than ever before. As visitors prepare for their travels, it's essential to offer them a comprehensive view of the attractions our region has to offer. This involves featuring your business in our content. To achieve this, we have revamped our membership model and now offer a \$0 Associate membership!

Why Choose Travel Lane County?

- **Boost Visibility**
Stand out in our promotional materials and website.
- **Networking**
Connect with industry professionals at our events.
- **Resources**
Access photos, videos, and marketing tools.
- **Increase Bookings**
Get leads, referrals, and convention calendar access.
- **Expand Exposure**
Reach more visitors with additional listings.
- **Brochure Distribution**
Showcase your business at our Visitor Center.
- **Sponsorship Opportunities**
Elevate your brand at major events.
- **Digital Advertising**
Enhance your online presence.



If you're interested in joining reach out to Megan Temple at **541.743.8772** or megan@eugene Cascades Coast.org

Your Membership Makes a Difference.
Join Us Today and Help Our Region Shine Brighter!



MEMBERSHIP OPTIONS

Associates (\$0)

- Business listing with photos/video on the Eugene, Cascades & Coast website
- Participation in partner educational and networking events, such as our Maximize Your Partnership, Partner Spotlight, Partners-only Facebook Group
- Access to destination photo and video assets
- Unlimited event listings may be submitted to the Eugene, Cascades & Coast event calendar
- Receive travel and tourism industry communications
- Invitation to Travel Lane County partner events (**Holiday party, Visitor Industry Celebration, Summit**)

Members (\$300 annually)

- All benefits offered to Associates
- Leads and referrals, convention calendar access, and invitations to group business marketing meetings
- Additional business accounts with the same or different business names free
- Additional category listings on the Eugene, Cascades & Coast website (**up to 2**)
- Brochure distribution at our Eugene, Cascades & Coast Visitor Center
- Access to Travel Lane County's member and media lists

Custom Marketing Packages (Tailored to Your Needs)

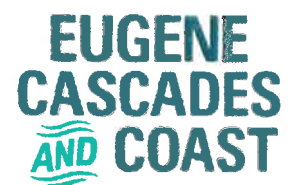
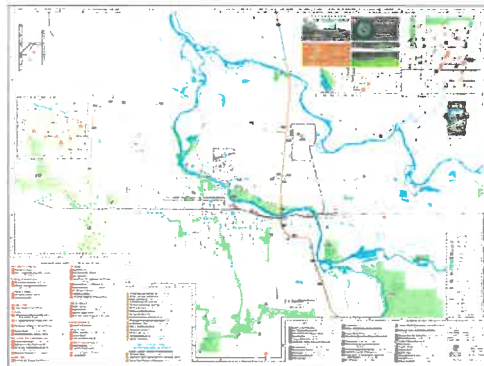
- Listing on the Eugene, Cascades & Coast Visitor Map (**\$200 value**)
- Display ad on Visitor Map (**1-8 spaces available**)
- Additional business account with the same or different business name
- Access to advertising programs for an additional fee
- Access to advertising discounts through our media partners
- Event sponsorship opportunities
- Logo and sponsor highlight in email newsletters (**limited availability**)
- Cross-promotional giveaway opportunity featuring your donated product

Ready to Make a Difference?

Become a Travel Lane County Member and be a part of our region's success.

Choose the membership level that suits your business and start reaping the benefits.

If you're interested in joining reach out to Megan Temple at megan@eugeneascadescoast.org



Jamie Mills

From: dave@wellmansurveying.com
Sent: Tuesday, March 19, 2024 11:15 AM
To: manager@cityoflakeside.org; Recorder; Cassidy Boyle; Mneelon; Murfamily
Cc: 'James Origliosso'; EmergencyManagement@co.coos.or.us; cdelria@co.coos.or.us
Subject: Re: ODART June EMS Exercise Whale Run 24

Dear Rick - City of Lakeside (S. Tenmile Lake) Dear Jamie - Dunes City (Siltcoos Lake) Dear Cassidy - Lincoln City (Devils Lake) Dear Mike - Clatsop County EMS (Cullaby Lake)

Ladies and Gentlemen:

The planning process for the 2024 ODART Whale Run 24 is well underway and as we make our EMS / pilot schedule commitments from the valley to coastal communities it necessitates confirmation by the receiving communities of your continued interest in being involved with this years exercise. Expected flights will occur on June 15 and 16.

As mentioned before, a unique part of this years exercise is the incorporation of float planes into the pilot/plane delivery mix. In the event local land based airfields are unusable water access by the waterbodies in your community may make EMS/delivery a viable option. We hope you make this consideration a part of your EMS planning and the opportunity to join in this important exercise.

The FAA seaplane base at Woahink Lake in Florence is a keystone location to this exercise and had participated last year.

Please confirm your interest by contacting myself or the ODART president Jim Origliosso directly. Once confirmed we will contact you individually to make further and specific arrangements for this years EMS ODART exercise.

Thank you
Dave Wellman
ODART Float plane Coordinator
www.ODART.org

INVOICE



LANE COUNCIL OF GOVERNMENTS
859 Willamette St, Suite 500
Eugene, OR 97401
Phone: 541-682-4283

City of Dunes City
PO Box 97
West Lake, OR 97493



Customer Number: 20077
Invoice Date: 03/26/2024
Due Date: 07/01/2024

Description	
FY25 Member Dues	
<input type="checkbox"/>	Level 1: \$510.00
<input type="checkbox"/>	Level 2: \$1,020.00
<u>Please indicate desired membership level and return with your payment.</u>	



March 15, 2024

Hello LCOG Member!

The LCOG Board has formally adopted the 2024-2025 LCOG Member Dues Schedule, only updating population, enrollment, or service account numbers, which may change overall dues amounts. The rate structure, however, will remain the same as last year. Currently, LCOG dues are calculated as follows: Lane County, cities, school districts, and utility companies' dues are calculated using a rate multiplied by population or service accounts. Special districts' dues are a flat rate.

The Board has adopted a two-tiered Member Dues structure with a minimum \$500 base amount for Level 1 and a \$1,020 minimum base amount for Level 2. A Level 1 membership includes:

- Representation on the LCOG Board of Directors.
- Super Premium subscription to the Regional Land Inventory Database (valued at more than \$30,000)

A Level 2 Level Membership includes the benefits of a Level 1 Membership **plus** 12 hours of LCOG professional staff time each calendar year. Note that this staff time does not include direct service contracts that LCOG has with our members.

While dues paid by LCOG members represent a small part of the LCOG budget, these funds are some of the only flexible dollars LCOG receives and are important in maintaining some expenditures for which no other funds are available.

Attached is a copy of the Dues Schedule and your invoice for FY 2024-2025. On behalf of the Board of Directors, I ask for your continued member support as you work through your budget for the upcoming fiscal year. LCOG is continuing to work hard to be a sound investment for our members and to provide the services you want and need.

If I can provide additional information regarding LCOG's Dues Schedule or be of any assistance in this regard, please contact me directly at 541.682.4395.

Sincerely,

Brenda Moore
Executive Director



COLLECTION SERVICE AGREEMENT

This Agreement is entered into this ____ day of _____, 20__ (Effective Date) by and between _____ (Client), and Boek Inc DBA as The Western Agency (Western) collectively known hereinafter as "the Parties."

WHEREAS, Client is the owner, or represents the owner of certain delinquent accounts that Client desires to collect in an efficient and expeditious manner and desires to retain the services of Western for that purpose; and

WHEREAS, Western is a collection agency specializing in the collection of delinquent accounts pursuant to the terms of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises, obligations, responsibilities, compensation, and conditions set forth herein, and for good and other valuable consideration, the Parties hereby agree as follows:

A. RELATIONSHIP OF THE PARTIES

1. **INDEPENDENT CONTRACTOR:** Western shall perform under this Agreement as an independent contractor, not as an employee, agent or servant of Client, and nothing herein contained shall be construed to be inconsistent with this relationship or status. Western acknowledges that its agents, employees, and servants are not entitled to benefit from Client as employees of Client.

B. RESPONSIBILITIES OF WESTERN

1. **GOOD FAITH:** Western shall exercise due diligence and good faith in collection of assigned accounts.
2. **AGENCY CONDUCT & PROFESSIONALISM:** Western shall conduct its business in conformity with all state and federal laws pertaining to providing and maintaining collection agency functions. Western shall maintain the highest standards of ethical practice and professionalism. Western shall make every effort to protect Client's image while performing collection activities.
3. **LICENSES & BOND:** Western certifies that it has obtained all licenses and permits required by law, has posted all bonds required by law, has complied with all laws and governmental regulations required of collection agencies, and is a duly licensed collection agency.

4. **INSURANCE:** Western shall obtain and at all times for the term of this Agreement keep in effect, commercial general liability insurance covering the activities, and operations of Western. Such liability insurance, whatever the form, shall carry at least liability coverage sufficient to meet the requirements set forth in the Oregon Tort Claims Act as codified in ORS 30.260 to 30.300. Western shall name the Client as additional insured on any activities being performed under the contract. Western shall obtain and at all times keep in effect any professional liability insurance required by law, or, if not required by law, any professional liability insurance Western holds at the time of execution of this Agreement. All insurance policies shall be written on an occurrence basis. Authorization from Client is required for any policy written on a claims made basis. The insurance required by this section shall be evidenced by a Certificate of Insurance issued by an insurance company licensed to do business in the State of Oregon, containing a thirty (30) day Notice of Cancellation endorsement and shall be forwarded to Client prior to commencement of services. If requested, complete copies of insurance policies shall be provided to Client.
5. **LISTING OF ACCOUNTS:** Western shall list Client accounts, upon Client's request, via printout or electronic media, or by other mutually agreeable means.
6. **REPORTS:** Western shall provide the following reports as requested:
 - i. Alphabetical Acknowledgement of the receipt of accounts by Western for collection, as assigned by Client, within five (5) business days after receiving accounts.
 - ii. Debtor Status Report (Inventory Report) indicating individual account information and details of collection efforts.
 - iii. Aged Statistical Analysis (Actuary Report) of overall collection efforts.
 - iv. Remittance Report detailing payments made on accounts referred to Western by Client.
7. **RECORD RETENTION & INSPECTION:** Western shall maintain records in accordance with generally accepted accounting principles, as well as all laws and governmental regulations required of collection agencies. Western shall make such records, contracts, and books relating to agency functions available to Client for audit or inspection, and available to those parties authorized in writing by Client.
8. **CREDIT REPORTING:** Western reports consumer credit information directly to credit reporting agencies when permitted by credit reporting agencies at no cost to Client. Client may request that their consumer accounts listed with Western not be reported to credit reporting agencies.



C. RESPONSIBILITIES OF CLIENT

1. **ACCOUNT INFORMATION:** Client shall provide Western with all account information necessary to accommodate collection functions.
2. **ACCOUNT VERIFICATION:** Client hereby warrants that it has reviewed each account prior to listing that account with Western, and that each account is a valid and legally enforceable debt presently due, and that Client has taken no action prior to assigning the account which would impair the collection of the account, and accounts are not disputed or subject to any defense, offset, set-off, counterclaim, or bankruptcy proceeding.
3. **ACCOUNT DOCUMENTATION AND WITNESSES:** Client agrees to provide additional account documentation, billing statements, and witnesses as reasonably necessary for the purpose of validation of debts and/or legal actions in pursuit of collecting assigned account(s). In the event Client is unable to locate and/or deliver necessary account documentation, Client agrees to provide an Affidavit of Lost Document or Affidavit of Correctness.
4. **ASSIGNMENT OF JUDGMENT FORM:** Client agrees to provide an Assignment of Judgment form relevant to the proper jurisdiction to Western as needed.
5. **DIRECT PAYMENTS AND DISPUTES:** Client shall promptly notify Western of any and all instances in which the status of delinquent accounts changes, such as disputes and payments made directly to Client.

D. ASSIGNMENT OF ACCOUNTS

1. **EFFECTIVE DATE OF ASSIGNMENT:** Referral of an account by Client to Western, either in oral, written, or electronic form, shall become effective as an assignment upon mailing or transmittal by Western of an acknowledgment of the referral.
2. **MASTER ASSIGNMENT AGREEMENT:** Client will from time to time refer accounts to Western for collection, which referral will be electronic or written. Upon acknowledgement of the receipt by Western of an account for collection, such referral shall become effective as an assignment of such account, as fully and perfectly as though a separate written assignment had been executed and delivered assigning such account by Client to Western. For purposes of collection of the accounts assigned under this Agreement, and subject to the Termination and Cancellation provisions of this Agreement, Client grants, assigns and transfers and sets over all of Client's rights, title and interest to the accounts including but not limited to principal, interest, costs, and



fees to Western and authorizes Western to enforce any of Client's rights to compromise and settle said debts within Western's delegated authority, and to endorse and collect any money order, check or other instrument received in Client's name for payment for said debts.

E. ENFORCEMENT AND COLLECTION AUTHORITY

1. **ENFORCEMENT AUTHORITY:** Proceedings to enforce a judgment assigned to western by Client may include:
 - a. Writ of execution proceedings for personal property under ORS 18.252 to 18.993.
 - b. Proceedings in support of execution under ORS 18.265, 18.268 and 18.270.
 - c. Garnishment proceedings under ORS 18.600 to 18.850.
 - d. The issuance of a writ of execution on real property under ORS 18.252 to 18.993. A writ of execution on real property may be issued only after the judgment or judgments or have been transcribed or recorded in the manner provided by ORS 52.635.
 - e. Any other manner of judgment enforcement allowed by law. Western agrees to advance any and all legal costs arising from such enforcement proceedings. When Western collects an account, in whole or in part, by way of enforcement proceeding described above, Western may first deduct any and all legal costs advanced in such proceeding before remitting the principal amount to Client.
 - f. Unless otherwise agreed in writing, Western shall have full power and authority to endorse and collect any check, money order, and/or other instrument in payment of any accounts assigned to Western.
 - g. Unless and account is already a judgment, Western shall have full power and authority to institute legal collection action on any account assigned by Client and to bring such legal action in the name of Western.
2. **FORWARD AUTHORITY:** Western may, at its discretion, forward Client accounts to an external collection agent, agency, or attorney in order to enforce collection.
3. **SETTLEMENT AUTHORITY:** Western will not accept any compromise or settlement for the principal balance on Client's accounts that is less than the amount assigned without prior approval from Client.

F. PAYMENTS

1. **PAYMENTS RECEIVED BY WESTERN:** Western shall remit payments on account to Client, less compensation as provided in Section G of this Agreement, along with a detailed, monthly report of payments. Payments made to Western on accounts shall be deposited in a dedicated client trust account maintained by Western on behalf of Client, less compensation due to Western as described in section G of this Agreement.



2. **PAYMENTS RECEIVED BY CLIENT:** Client shall promptly notify Western orally or in writing of any payments made directly to Client on any account previously referred to Western. For each such payment made directly to Client, Western shall be authorized to retain from Client, the applicable commission fee percentage specified in Section G of this Agreement

G. COMPENSATION AND COSTS

1. The collection fee on payments made to Western and directly to Client on accounts placed with Western for collection shall adhere to the following schedule:

General Placements: Western to remit 80% of principal balance due and 50% of the accrued interest collected to Client.

- 80% of principal amount due and collected to be remitted to Client.
- 20% of principal amount will be retained by Western
- 50% of interest accrued and collected will be remitted to Client.
- 50% of interest accrued and collected will be retained by Western.

“General Placement” defined: Balance at stage of standard collection such as calls and letters is not previously disputed, included in a bankruptcy, or subject to a legal proceeding to-date.

***Client can use Oregon Statutes to offset Western’s cost for collections**

Legal and Forwarded Accounts: Western to remit 75% of principal amount due and 50% of accrued interest collected to Client.

- 75% of principal balance due and collected to be remitted to Client.
- 25% of principal amount due will be retained by Western.
- 50% of interest accrued and collected will be remitted to Client.
- 50% of interest accrued and collected will be retained by Western.

“Legal Accounts” defined: Balance requiring special handling by legal staff, including dispute, bankruptcy, deceased, any legal action, judgment, garnishment or other legal process before or after placement with Agency.

2. **FORWARDING COLLECTION SERVICE:** Are those accounts where obligor/consumer has moved away from Oregon or Washington and Western has incurred fees in connection with forwarding account to an out-of-state collection agent, agency, or attorney in order to enforce collection.



3. **SECOND PLACEMENT ACCOUNTS:** A commission rate of 20 percent (20 %) shall be paid to Western on principal payments received by either Western or Client on assigned accounts that have been previously held by other collection agencies.
4. **COSTS & LEGAL FEES:** Western shall pay its own costs, court costs and legal fees associated with the collection of delinquent accounts pursuant to this Agreement. Western shall retain all attorney fees, court costs, interest, and other fees from first funds recovered in collection of Client accounts.
5. **PAYMENT OF COMPENSATION:** Unless otherwise agreed in writing, all accounts are assigned on a contingency basis. Compensation will be paid to Western only on accounts collected.

H. MUTUAL RESPONSIBILITIES

1. **INDEMNIFICATION:** Western agrees to defend, indemnify and hold Client harmless against any and all losses, expenses, damages, claims, and actions, provided said claims and causes of action arise out of the collection efforts of Western and those representing or acting on behalf of Western. Client agrees to defend, indemnify and hold Western harmless against any and all losses, expenses, damages, claims, and actions, which arise out of the actions of Client, its directors, officers, members, managers, affiliates, partners, agents, servants, and employees.
2. **PUBLIC CONTRACTING CODE:**
 - a. Western agrees to comply with applicable provisions of the Oregon public contracting laws set out in the attached Exhibit A.
3. **CONFIDENTIALITY:**
 - a. Western acknowledges that Client will be disclosing certain Confidential Information to Western. Confidential Information includes all information regarding the Client's customers, including but not limited to account balances, transactions and other experience information. It includes all information derivatives from any confidential information, such as customer lists and transaction patterns. Except as otherwise provided for in this Agreement, Western will not, without the prior written authorization of the Client disclose to any third party Confidential Information under any circumstances or by any means except under legal compulsion.
1. **CANCELLATION POLICY:** Client shall have the right to cancel, at no expense to Client, assignment of accounts, which were assigned in error. Client accounts for which Western



has expended legal fees and/or regularly paying accounts established by Western shall not be cancelled until Western's legal fees and compensation are reimbursed and paid.

1. **TERMINATION:** This Agreement shall be effective as of the date first shown above and continue in effect until terminated as hereinafter provided. Either Party may terminate this Agreement by giving at least thirty (30) days' prior written notice of intent to terminate; however, accounts cancelled by Client are subject to the above Cancellation Policy.

K. MISCELLANEOUS

1. **SEVERABILITY:** It is understood and agreed by Western and Client that if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any applicable law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of Western and Client shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
2. **ENTIRE AGREEMENT:** This Agreement, including any attachments, constitutes the entire Agreement and supersedes all prior agreements and understandings, both written and oral, between Western and Client with respect to the subject matter hereof. No modification of this Agreement shall be effective unless in writing and signed by the Parties or their respective successors and assignees, if any. A waiver of any provision of this Agreement must be signed by the Party against whom enforcement of that waiver is sought. No waiver of any right or obligation under this Agreement by any Party on any occasion shall be deemed to operate as a waiver on any other occasion.
3. **GOVERNING LAW & VENUE:** This Agreement shall be governed and construed in accordance with the laws of the State of Oregon, and the obligations, rights and remedies of the Parties (Agency and Client) hereunder shall be determined in accordance with the laws of the State of Oregon. Western and Client each irrevocably consent to the exclusive jurisdiction and venue of state court within ~~Washington~~ County, Oregon, in connection with any matter based upon or arising out of this Agreement or the matters contemplated herein. FDCPA governs venue and jurisdiction in legal matters between the Parties (Agency and debtor) concerning consumer accounts assigned for collection. Lane Co .
4. **COUNTERPARTS:** This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original and all of which together shall constitute one of the same instrument.
5. **NOTICES:** Except as otherwise provided for in this agreement, notices by Western and Client about this Agreement must be in writing and personally delivered or sent by certified mail, postage prepaid, return receipt requested, to the following addresses:



To Western: The Western Agency
 Attn: Joey Boekenoogen
 7412 SW Beaverton-Hillsdale Hwy., Ste. 205
 Portland, OR 97225

To Client:

Attn: _____

6. **COURT COSTS & EXPENSES:** The prevailing Party shall be entitled to reasonable attorney fees and court costs incurred by reason of enforcing any of the provisions of this Agreement at trial and on appeal.

7. **NON-EXCLUSIVE REMEDIES:** No remedy made available by any of the provisions of this Agreement is intended to be exclusive of any other remedy. Each and every remedy shall be cumulative and shall be in addition to every other remedy whether given hereunder, now existing or hereafter arising and whether at law, in equity, including injunctive relief, by statute or otherwise.

8. **SECTION HEADINGS:** Section headings are for convenient reference only and will not affect the meaning or interpretation of any provisions of this Agreement.

9. **AUTHORITY:** The individuals executing this Agreement represent and warrant that are authorized to execute this Agreement on behalf of the Parties hereto.



THE WESTERN AGENCY

Authorized Signature

Date

Printed Name & Title

CLIENT: _____

Authorized Signature

Date

Printed Name & Title

Contact Person

Email Address

Phone

Fax

EXHIBIT A

ORS CHAPTER 279B PUBLIC CONTRACTING REQUIREMENTS FOR THE PURCHASE OF GOODS AND SERVICES

- (1) Contractor shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor. ORS 279B.220(1).
- (2) Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the contract. ORS 279B.220(2).
- (3) Contractor shall not permit any lien or claim to be filed or prosecuted against the Contracting Agency on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted. ORS 279B.220(3).
- (4) Contractor and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.617. ORS 279B.220(4).
- (5) Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service. ORS 279B.230(1).
- (6) All subject employers working under the contractor are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126. ORS 279B.230(2).
- (7) Contractor shall employ no person for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where public policy absolutely requires it, and in such cases, Contractor shall pay the employee at least time and one-half pay for: 1) all overtime in 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater, except for individuals under personal service contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime; or 2) work performed on the legal holidays specified in a collective bargaining agreement. ORS 279B.235.



(8) The Contractor must give notice to employees who work on this contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work. ORS 279B.235(2). EXHIBIT A Page 2 of 2

(9) All sums due the State Unemployment Compensation Fund from the Contractor or any Subcontractor in connection with the performance of the contract shall be promptly so paid. ORS 701.430.

(10) The contract may be canceled at the election of City for any willful failure on the part of Contractor to faithfully perform the contract according to its terms.

(11) Contractor certifies its compliance with all applicable state and local tax laws, including but not limited to ORS 305.385, ORS 305.620, ORS chapters 316, 317 and 318. Contractor certifies it will continue to comply with all such tax laws during the term of this contract. Contractor's failure to comply with such state and local tax laws prior to executing this contract or during the term of this contract constitutes a default for which City may terminate this contract and seek damages and other relief available under the terms of this contract or applicable law. ORS 279B.045.

(12) Contractor certifies that it has not discriminated and will not discriminate against minorities, women, emerging small business enterprises or a business enterprise that is controlled by or that employs a disabled veteran as defined in ORS 408.225 in obtaining any required subcontractors. ORS 279A.110.

(13) As used in this section, "nonresident contractor" means a contractor that has not paid unemployment taxes or income taxes in the state of Oregon during the 12 calendar months immediately preceding submission of the bid for the contract, does not have a business address in this state, and stated in the bid for the contract that it was not a "resident bidder" under ORS 279A.120. When a public contract is awarded to a nonresident contractor and the contract price exceeds \$10,000, the contractor shall promptly report to the Department of Revenue on forms to be provided by the department the total contract price, terms of payment, length of contract and such other information as the department may require before the bidder may receive final payment on the public contract. ORS 279A.120.

EXHIBIT A

ORS CHAPTER 279B PUBLIC CONTRACTING REQUIREMENTS FOR THE PURCHASE OF GOODS AND SERVICES

- (1) Contractor shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor. ORS 279B.220(1).
- (2) Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the contract. ORS 279B.220(2).
- (3) Contractor shall not permit any lien or claim to be filed or prosecuted against the Contracting Agency on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted. ORS 279B.220(3).
- (4) Contractor and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.617. ORS 279B.220(4).
- (5) Contractor shall promptly, as due, make payment to any person, copartnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service. ORS 279B.230(1).
- (6) All subject employers working under the contractor are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126. ORS 279B.230(2).
- (7) Contractor shall employ no person for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where public policy absolutely requires it, and in such cases, Contractor shall pay the employee at least time and one-half pay for: 1) all overtime in 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater, except for individuals under personal service contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime; or 2) work performed on the legal holidays specified in a collective bargaining agreement. ORS 279B.235.
- (8) The Contractor must give notice to employees who work on this contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work. ORS 279B.235(2).

- (9) All sums due the State Unemployment Compensation Fund from the Contractor or any Subcontractor in connection with the performance of the contract shall be promptly so paid. ORS 701.430.
- (10) The contract may be canceled at the election of City for any willful failure on the part of Contractor to faithfully perform the contract according to its terms.
- (11) Contractor certifies its compliance with all applicable state and local tax laws, including but not limited to ORS 305.385, ORS 305.620, ORS chapters 316, 317 and 318. Contractor certifies it will continue to comply with all such tax laws during the term of this contract. Contractor's failure to comply with such state and local tax laws prior to executing this contract or during the term of this contract constitutes a default for which City may terminate this contract and seek damages and other relief available under the terms of this contract or applicable law. ORS 279B.045.
- (12) Contractor certifies that it has not discriminated and will not discriminate against minorities, women, emerging small business enterprises or a business enterprise that is controlled by or that employs a disabled veteran as defined in ORS 408.225 in obtaining any required subcontractors. ORS 279A.110.
- (13) As used in this section, "nonresident contractor" means a contractor that has not paid unemployment taxes or income taxes in the state of Oregon during the 12 calendar months immediately preceding submission of the bid for the contract, does not have a business address in this state, and stated in the bid for the contract that it was not a "resident bidder" under ORS 279A.120. When a public contract is awarded to a nonresident contractor and the contract price exceeds \$10,000, the contractor shall promptly report to the Department of Revenue on forms to be provided by the department the total contract price, terms of payment, length of contract and such other information as the department may require before the bidder may receive final payment on the public contract. ORS 279A.120.