

Agenda
Shady Cove Regular City Council Meeting
Thursday, May 16, 2024
6 PM

<https://us02web.zoom.us/j/85808728232?pwd=K0s2SmxwN2dxVVUzSnk5cnk5VGJpZz09>

Meeting ID: 858 0872 8232

Passcode: 651156

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I. Call to Order

- A. Roll Call
- B. Pledge of Allegiance
- C. Announcements by Presiding Officer

1. This meeting is being digitally recorded.
2. The next regularly scheduled meeting of the City Council will be held on June 6, 2024 at 6 PM, both in Council Chambers and via Zoom.
3. The next regularly scheduled meeting of the Planning Commission is May 23 at 6 PM, both in Council Chambers and via Zoom.
4. The next regular meeting of the Recreation and Tourism Commission is not scheduled at this time.
5. The next meeting of the Emergency Management Commission is not scheduled at this time.
6. These meeting dates and times are subject to change
7. Anyone wishing to address the City Council concerning items of interest may do so. The person addressing the Council must complete a Public Comment Card and submit it to the City Administrator prior to the meeting. All remarks will be addressed to the whole City Council and limited to 3 minutes per person. Public Comments may also be submitted by email to the City Administrator, at TCorrigan@shadycove.org, no later than 4:00 PM the day of the meeting. The Council reserves the right to delay any action, if required, until such time as they are fully informed on the matter.

II. Public Comment on Agenda Items

III. Consent Agenda (pgs.3-9)

- A. Minutes of 05/02/24
- B. Bills Paid – 04/26/24 – 05/08/24 - \$51,736.85

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Planning Department at (541) 878-2225. Notification 72 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to the meeting (28 CFR 35.102-35.104 ADA Title II).

IV. Items Removed from Consent Agenda

V. Southern Oregon Sanitation Presentation and Rates (pgs.10-18)

VI. Staff Reports

- A. Jackson County Deputy
- B. Fire Chief Travis Crume, FD4
- C. Commission/Committee Reports
- D. City Administrator

VII. Old Business

- A. 2nd Reading – Ord #308, Temporary Vendors (pgs.19-21)
- B. Sheriff's Contract Next Steps (pgs.22-31)
- C. Audit Update (pg.32)
- D. Logo Contract (pg.33)
- E. Notifications from Website
- F. RVSS Land/DEQ Permit (pgs.34-35)

VIII. New Business

- A. Volunteer Appointments (pg.36)

IX. Written Communication

X. Public Comment on Non-Agenda Items

XI. Council Comments on Non-Agenda Items

- A. Mayor Ball
- B. Councilor Nuckles
- C. Councilor Winfrey
- D. Councilor Hubbard
- E. Councilor Mitchell

Adjournment

City of Shady Cove
City Council Regular Meeting
Thursday, May 2, 2024, 6:00 PM
Meeting was held at City Hall and on Zoom

I. CALL TO ORDER

Mayor Ball called the Regular City Council Meeting to order at 6:00 PM.

The Pledge of Allegiance was recited.

I.C. ANNOUNCEMENTS

Roll Call

Council Present: Mayor Ball, Councilor Mitchell
Councilor Nuckles & Councilor Winfrey attended via Zoom
Councilor Hubbard was excused

Staff Present: Thomas J. Corrigan, City Administrator

Mayor Ball made the announcements on the agenda.

II. PUBLIC COMMENT ON AGENDA ITEM

III. CONSENT AGENDA

- A. Minutes of 04/18/24
- B. Bills Paid – 04/12/24 – 04/25/24 - \$175,693.18

Motion to Accept Consent Agenda

Motion: Councilor Mitchell Second: Councilor Nuckles

Motion Carried: 4-0

IV. ITEMS REMOVED FROM CONSENT AGENDA

V. STAFF REPORTS

- A. Jackson County Deputy- Deputy Amaya- For the month of April, they had 208 calls for service with 62 traffic stops. Arrested 6 people on warrants, 3 domestic violence

and 6 suicidal attempts. There were 2 fire calls with an arrest for arson on one of them.

B. Commission/Committee Reports:

-Recreation and Tourism- They had a workshop and went through their planning of events to coordinate with the volunteers to make sure they had enough.

-Emergency Management- Commissioner Taylor- He read the letter he wrote to Mayor and Council regarding the siren system.

-Mayor Ball- Thinks maybe we should get in contact with David Christian that runs the radio station and see what the procedure is to get our emergency broadcast on the station. Also need to have a workshop and or an emergency fair.

- C. City Administrator-** The webinar by Pacific Power on the Wildfire Mitigation Plan and public safety shutoff procedure is very good reading. Still working on getting status of the alert wildfire cameras. The Mayor and City Administrator had a meeting with Hiland and Northwest Natural working through water rights, cooperative agreements, future plans, and shut off procedures. Jackson County came out with a press release regarding ballots and ballot drop off locations. Updated the American Rescue Funding and still have some that have to be obligated. Had another conversation with Rogue Valley Sewer Service to review addresses that are behind and went over the steps we need to take to shut off sewer services.

VI. OLD BUSINESS

A. City Administrator Update- Introduction:

-Michele Parry- Introduced herself and is very excited to come to Shady Cove. She has worked a lot on grants in the previous City she lived in and is very excited to get going on some of the water issues that are coming up in Shady Cove. She has been working with the Mayor a little bit on the goals the Council is wanting to take care of so she is excited to get busy.

- B. Audit Update- Mayor Ball-** We received our closing entries for 2021 and we entered those and closed the books and hopefully get our final report by end of the month.

VII. NEW BUSINESS

- A. Logo Use Agreement- Councilor Nuckles-** Explained why there is an agreement needed for the City Logo.

-Mayor Ball- Need to finalize the agreement. Tabled until 5/16.

- B. Ordinance #308, Temporary Vendors- Mayor Ball-** First Reading – Some very small changes to existing Ordinance with changes from Planning and they gave us their input. All in favor.

- C. Volunteer Appointments-** Mayor Ball read the list of applications:

Motion to Accept Applications from Jim Ayers, Sandra Ayers, Julia Jackson, Julie Ball, Sally Wall, Sandra Barber, Melodie Fowler and Jay Taylor to the Volunteer Group

Motion: Councilor Mitchell

Second: Councilor Winfrey

Motion Carried: 4-0

-Mayor Ball- Thank you so much for the volunteers because we could not do it without you.

- C. Budget Committee Appointments- Mayor Ball- We have someone that wants to come back to the Committee and he thinks she will be very valuable for us.

Motion to Accept Lena Richardson to the Budget Committee

Motion: Councilor Nuckles

Second: Councilor Winfrey

Motion Carried: 4-0

VIII. WRITTEN COMMUNICATION

IX. PUBLIC COMMENT ON NON-AGENDA ITEMS

Hank Hohenstein- He congratulated Mayor and Council for their selection of the new City Administrator and welcomed Ms. Parry to our community. Talked about bringing together a comprehensive plan for native species, monarch butterflies, water conservation, etc.

X. COUNCIL COMMENTS ON NON-AGENDA ITEMS

- A. Councilor Winfrey- She is on her first retirement kick off. Excited to get back and welcome Michele Parry. Thanked everyone for coming.
- B. Councilor Nuckles- She welcomed Ms. Parry and apologized for not being there in person. She is excited to start the transition with the new City Administrator.
- C. Councilor Mitchell- Thanked everyone for coming. Thanked Michele for coming in to meet the group and looks forward to working with her. The car show last weekend turned out to be a very good event.
- D. Mayor Ball- Thanked Michele and welcomed her. He looks forward to working with her. He had a great meeting with Jessica Laberge, the Governor's Liaison to the Southern Region. She was glad to hear that our funding was not vetoed. Had a great meeting with Northwest Natural and then he took a tour of the water facility.

ADJOURNMENT

There being no further business before the Council, Mayor Ball adjourned the meeting at 7:07 PM

Approved:

Attest:

Mayor Ball

Thomas J. Corrigan
City Administrator

Council Vote:

Mayor Ball _____
Councilor Nuckles _____
Councilor Winfrey _____
Councilor Mitchell _____

Report Criteria:
Detail report type printed

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
13	Avista Corporation	4941620000	Natural Gas 04/2024	1	04/23/2024	100.05	.00	100.05	51215	05/08/2024
Total 13:						100.05	.00	100.05		
24	Canon Financial Services, I	32378102	Contract charge 04/01/202	1	04/12/2024	203.82	.00	203.82	51216	05/08/2024
Total 24:						203.82	.00	203.82		
25	Canon Solutions America, I	6007812213	Copier	1	04/25/2024	41.40	.00	41.40	51217	05/08/2024
Total 25:						41.40	.00	41.40		
26	Cantel of Medford, Inc.	32800	vest class 3 lime	1	04/24/2024	21.75	.00	21.75	51218	05/08/2024
		32800	signs,2 city hall parking onl	2	04/24/2024	147.00	.00	147.00	51218	05/08/2024
Total 26:						168.75	.00	168.75		
39	Crystal Fresh	707292	City Hall bottled water	1	03/31/2024	68.00	.00	68.00	51222	05/08/2024
Total 39:						68.00	.00	68.00		
43	Christian, David	04152024	Radio 04/15/2024 -04/19/2	1	04/19/2024	90.00	.00	90.00	51219	05/08/2024
		04222024	Radio 04/22/2024 -04/26/2	1	04/26/2024	90.00	.00	90.00	51219	05/08/2024
Total 43:						180.00	.00	180.00		
79	Debby Jermain	05012024	Reimbursement for shippin	1	05/02/2024	36.13	.00	36.13	51223	05/08/2024
Total 79:						36.13	.00	36.13		
114	Pacific Power	3284764100	Aunt Carolines Park	1	04/24/2024	113.53	.00	113.53	51226	05/08/2024
		3284764100	Reader Board	2	04/24/2024	150.39	.00	150.39	51226	05/08/2024
		3284764100	Nork Lane	3	04/24/2024	239.30	.00	239.30	51226	05/08/2024
		3284764100	City Hall	4	04/24/2024	264.56	.00	264.56	51226	05/08/2024
		3284764100	Street lights	5	04/24/2024	727.76	.00	727.76	51226	05/08/2024
Total 114:						1,495.54	.00	1,495.54		
119	Perfection Cleaning	924107	City Hall office cleaning 04/	1	04/29/2024	360.00	.00	360.00	51227	05/08/2024
Total 119:						360.00	.00	360.00		
126	Postmaster	052024	sewer billing postage	1	05/07/2024	2,000.00	.00	2,000.00	51228	05/08/2024
Total 126:						2,000.00	.00	2,000.00		
135	RVCOG	24-4186	Associate land use planner	1	03/13/2024	1,679.56	.00	1,679.56	51229	05/08/2024
		24-4186	mileage charges Feb 2024	2	03/13/2024	147.40	.00	147.40	51229	05/08/2024
		24-4186	Technical Services Speciali	3	03/13/2024	122.54	.00	122.54	51229	05/08/2024
		24-4186	Sr Accountant V Robinson	4	03/13/2024	4,880.98	.00	4,880.98	51229	05/08/2024
		24-4186	mileage charges Feb 2024	5	03/13/2024	27.74	.00	27.74	51229	05/08/2024
		24-4215	Technical Services Speciali	1	04/18/2024	919.01	.00	919.01	51229	05/08/2024
		24-4215	Sr Accountant V Robinson	2	04/18/2024	4,227.46	.00	4,227.46	51229	05/08/2024
		24-4215	Associate land use planner	3	04/18/2024	1,887.34	.00	1,887.34	51229	05/08/2024

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
		24-4215	mileage charges March 20	4	04/18/2024	117.92	.00	117.92	51229	05/08/2024
	Total 135:					14,009.95	.00	14,009.95		
139	Shady Cove Hardware, LL	434987	acetone, magnetic pickup/p	1	04/30/2024	41.26	.00	41.26	51230	05/08/2024
		434987	Saw oil, cleaning supplies,	2	04/30/2024	106.96	.00	106.96	51230	05/08/2024
		434987	City Hall materials for lands	3	04/30/2024	173.22	.00	173.22	51230	05/08/2024
		434987	Street materials	4	04/30/2024	54.83	.00	54.83	51230	05/08/2024
	Total 139:					376.27	.00	376.27		
149	SOS Alarm	7920479	City Hall and Public Works	1	05/01/2024	331.20	.00	331.20	51231	05/08/2024
	Total 149:					331.20	.00	331.20		
151	Southern Oregon Sanitatio	0425202488	1008 Celtic Circle	1	04/25/2024	45.93	.00	45.93	51232	05/08/2024
		0425202488	2501 Indian Cr Rd	2	04/25/2024	66.80	.00	66.80	51232	05/08/2024
		0425202488	22451 Hwy 62	3	04/25/2024	45.93	.00	45.93	51232	05/08/2024
	Total 151:					158.66	.00	158.66		
160	Teamster Local 223	05072024	Monthly dues	1	05/07/2024	248.00	.00	248.00	51233	05/08/2024
	Total 160:					248.00	.00	248.00		
168	URCC	0007 4-10-24	Rental of Main Hall 4/09/20	1	04/10/2024	75.00	.00	.00	51235	05/08/2024
		0007 4-10-24	Rental of Main Hall 4/09/20	2	04/10/2024	75.00	.00	.00		
	Total 168:					.00	.00	.00		
255	TouchPoint Networks, LLC	INV-7936	WatchGuard T40 Firebox	1	05/01/2024	116.06	.00	116.06	51234	05/08/2024
	Total 255:					116.06	.00	116.06		
258	WECO - Carson	CP-0026636	Gas/Diesel 04/2024	1	04/30/2024	201.96	.00	201.96	51237	05/08/2024
	Total 258:					201.96	.00	201.96		
262	US Bank St. Paul	2575667	Interest Payment	1	05/02/2024	27,446.88	.00	27,446.88	51236	05/08/2024
	Total 262:					27,446.88	.00	27,446.88		
286	City of Shady Cove - Utilitie	04302024	2501 Indian Creek Rd	1	04/30/2024	46.25	.00	46.25	51220	05/08/2024
		04302024	22451 Hwy 62	2	04/30/2024	47.25	.00	47.25	51220	05/08/2024
		04302024	1008 Celtic Cir	3	04/30/2024	47.25	.00	47.25	51220	05/08/2024
	Total 286:					140.75	.00	140.75		
430020	Confident Staffing, Inc.	50182	P. Lybarger seasonal work	1	04/28/2024	389.57	.00	389.57	51221	05/08/2024
		50196	P. Lybarger seasonal work	1	05/05/2024	389.57	.00	389.57	51221	05/08/2024
	Total 430020:					779.14	.00	779.14		
430032	JP Morgan Chase	4246315355	Hilton Fuel-landscaping Cit	1	04/12/2024	428.48	.00	428.48	51225	05/08/2024
		4246315355	grange coop lifetime weed	2	04/12/2024	71.99	.00	71.99	51225	05/08/2024
		4246315355	Hilton Fuel - landscaping C	3	04/12/2024	222.48	.00	222.48	51225	05/08/2024
		4246315355	Ewing Irrigation 100ft tubin	4	04/12/2024	33.15	.00	33.15	51225	05/08/2024

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date	
		4246315355	Hilton Fuel - landscaping C	5	04/12/2024	613.88	.00	613.88	51225	05/08/2024	
		4246315355	Coastal	6	04/12/2024	122.97	.00	122.97	51225	05/08/2024	
		4246315355	NAPA - deicer wash, diesel	7	04/12/2024	19.48	.00	19.48	51225	05/08/2024	
		4246315355	Hilton Fuel - landscaping C	8	04/12/2024	482.04	.00	482.04	51225	05/08/2024	
		4246315355	Apple.com billings	9	04/12/2024	19.95	.00	19.95	51225	05/08/2024	
		4246315355	batteries + bulbs	10	04/12/2024	100.60	.00	100.60	51225	05/08/2024	
		4246315355	Ewing Irrigation EZ LOK co	11	04/12/2024	28.78	.00	28.78	51225	05/08/2024	
		4246315355	bMatrix	12	04/12/2024	59.99	.00	59.99	51225	05/08/2024	
		4246315355	amazon prime membership	13	04/12/2024	14.99	.00	14.99	51225	05/08/2024	
		4246315355	adobe	14	04/12/2024	19.99	.00	19.99	51225	05/08/2024	
		4246315355	Hughes Net- WIFI Aunt Car	15	04/12/2024	49.99	.00	49.99	51225	05/08/2024	
		4246315355	Staples office supplies	16	04/12/2024	60.62	.00	60.62	51225	05/08/2024	
		4246315355	amazon	17	04/12/2024	89.99	.00	89.99	51225	05/08/2024	
		4246315355	amazon	18	04/12/2024	62.78	.00	62.78	51225	05/08/2024	
		4246315355	blink camera monthly bill	19	04/12/2024	10.00	.00	10.00	51225	05/08/2024	
		4246315355	Lowe's Flowers	20	04/12/2024	71.94	.00	71.94	51225	05/08/2024	
		4246315355	Walmart - doughnuts, pastr	21	04/12/2024	57.27	.00	57.27	51225	05/08/2024	
		4246315355	Shady Cove Edgewater Inn	22	04/12/2024	127.01	.00	127.01	51225	05/08/2024	
		4246315355	Rackspace email and apps	23	04/12/2024	292.92	.00	292.92	51225	05/08/2024	
		4246315355	Courier publishing	24	04/12/2024	158.00	.00	158.00	51225	05/08/2024	
		Total 430032:					3,219.29	.00	3,219.29		
430113	EP & Upper Rogue Chamb	52024	Eagle Point 4th of July Ven	1	05/08/2024	55.00	.00	55.00	51224	05/08/2024	
		Total 430113:					55.00	.00	55.00		
		Grand Totals:					51,736.85	.00	51,736.85		

Report Criteria:
Detail report type printed



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Since 1948*

Southern Oregon Sanitation Inc.

P.O. Box 489 · 42 Ball Road · Eagle Point, OR 97524 · 541-826-5691 · www.sosanitation.com

City of Shady Cove
ATTN: Tom Corrigan
PO Box 1210
22451 Highway 62
Shady Cove, OR 97539

March 28th, 2024

Dear Tom;

Southern Oregon Sanitation is seeking a general rate increase for solid waste collection service in the City of Shady Cove under Franchise Section 5.4.4.

The last general rate increase happened in 2023. The CPI-U from December 2022 (296.797) to December 2023 (306.746) represents a 3.4% increase in the garbage collection rates for our constituents.

https://www.bls.gov/regions/mid-atlantic/data/consumerpriceindexhistorical_us_table.htm

Enclosed, please find the proposed rate Schedule (Exhibit B).

For 38% of the residential customers, a single 35 gallon container, this rate will go from \$21.22 to \$21.94, a monthly increase of \$0.72.

Under these considerations, please consider this letter as notification to the Council that new rates will be effective July 1, 2024.

Sincerely

Nick Fahey
Government Affairs Director
Southern Oregon Sanitation

Exhibit B

<u>Regular Service</u>	<u>Rate</u>
32-35 gallon Roll Cart picked up once a week	21.94
32-35 gallon Roll Cart picked up Every Other Week	12.58
65 gallon Roll Cart picked up once a week	34.54
65 gallon Roll Cart picked up Every Other Week	18.71
95 gallon Roll Cart picked up once a week	47.49
95 gallon Roll Cart picked up Every Other Week	25.19

<u>Call in Service</u>	
* Rent on 32-35 gallon Roll Cart	4.32
* Dump fee on 32-35 gallon Roll Cart	10.79

Mobile Home Parks

<i>Based on single</i>	
35 gallon Roll Cart – picked up once a week	21.23
Each additional 35 gallon Roll Cart	21.23
65 gallon Roll Cart – picked up once a week	33.82
Each additional 65 gallon Roll Cart	33.82
Extra bags or cans on any service – up to 35 gallon size	5.76
Overfull Cart Fee	4.83

<u>1 Yard Containers</u>	
1 times per week pick up	106.50
2 times per week pick up	213.00
* <i>Every Other Week</i>	71.96

<u>1-1/2 Yard Containers</u>	
1 times per week pick up	136.73
2 times per week pick up	273.45
* <i>Every Other Week</i>	82.03

<u>2 Yard Containers</u>	
1 times per week pick up	158.32
2 times per week pick up	316.63
* <i>Every Other Week</i>	89.23

<u>3 Yard Containers</u>	
1 times per week pick up	211.57
2 times per week pick up	423.13

<u>4 Yard Containers</u>	
1 times per week pick up	261.94

2 times per week pick up	523.89
* Every Other Week	233.19

6 Yard Containers

1 times per week pick up	395.79
2 times per week pick up	791.59

Commercial Cardboard/Recycling container rent	20.14
Call back for commercial customers per minute	2.88
Re-Delivery on containers 1yds to 6yd	31.44
Padlock/gate fee	14.39

Container Maintenance Services

Container Maintenance Services Include Time and Materials at current market rates

Specialized work hourly rate	129.25
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COMPACTOR CONTAINERS

To determine the rate for compactor containers or containers containing compacted material as follows:

Size of container x 4.3 x 29.34 (compacted factor) plus 5% franchise fee plus = total

Example: One 2 yard container containing compacted material picked up once per week.

2 yard container x 4.3 = 8.6
 8.60 x \$33.51 = \$288.15
 \$288.15 x 7% franchise fee = \$308.32

DROP BOX RATES – Loose Refuse

Drop box rates {loose} delivery	Maximum delivery Weight	Dump Fee	C&D rent/day Waste	rent/month
5 Yard	4,000	62.88	153.81 NA	9.15 123.11
8 Yard	7,000	62.88	192.08 NA	9.79 123.11
10 Yard	9,000	94.32	268.96 469.90	10.21 153.81
20 Yard	14,000	94.32	368.98 819.82	13.36 168.97
30 Yard	16,000	94.32	499.68 1169.74	15.52 184.51
10 Yard COVERED ORGANICS BOX	9,000	94.32	339.86 NA	15.52 184.51
Drop box/Compactor cleaning		188.63		

Advance payment required on all temporary drop boxes

BIO-WASTE

Proposed Rate

**Call in Commercial
Customer Prices**

21 gal	43.73
48 gal	61.22

**Residential
Customers**

Residential Sharps 1 gal	20.93
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Additional Services

Set in Fee, Once a week service	12.25
Set in Fee, Every other Week Service	6.12
Extra bags or cans on any service, up to 35 gallon size	5.76
Extra per yard charge, same day service	27.89
Call back for residential customers per minute	2.63
Cart delivery on 32-35,65 and 95 gallon Roll Cart	10.79
Cart Replacement fee	104.61
Reinstatement fee	41.84
Recycle Contamination	25.15
95 gal Yard Waste	8.92

This service is limited to urban growth boundary

Miscellaneous Services

Mattresses, box springs	25.15
Stoves, ranges, washers & dryers	18.87
Furniture, small appliance, carpet, ect	18.87

Miscellaneous services may be provided only periodically

Additional Charges

In the case that a can, cart, container or a drop box is overloaded, we charge for the additional waste based upon the driver's recommended charge (per bag, per yard, per ton)

The Contractor is responsible for all Safety Standards as described in Section 3.9. Therefore, the Contractor may refuse to haul a container or drop box that appears to be overweight. If the Contractor is hauling a container or box and is ticketed by the State or County weigh master for being overweight, the generator will be responsible for the ticket.

Customers will be charged a \$40.46 restart fee for all accounts that have been delinquent for 60 or more days and have had services terminated.

41.84

Requests for special account information or detailed billing descriptions may be billed at \$68.52 per hour, one hour minimum.

70.85

** Indicates a grandfathered services no longer offered in the area.*



For Official Use Only
(Date Stamp)

Solid Waste Collection Annual Report Form

SECTION I: General Information

Name of Company: Southern Oregon Sanitation
 Reporting Period: 2023 Date Submitted: 2024
 Person Preparing Report: Nick Fahey Title: Govt Affairs Director
 Contact Information:
 Phone: 541-826-5691
 Fax: 541-826-1854
 E-Mail: nickf@sosanitation.com
 Mailing Address: po box 489 Eagle Point, OR 97524

SECTION II: Calculating "Operating Ratio"

Using the formula below please calculate the percentage representing your operating ratio for the reporting period:

$$\frac{\text{Service Income}}{\text{Allowable Expenses}} = 9.44\%$$

Is the percentage between 9% and 13%? Yes No If "no" please explain:

For the purposes of the above calculations, please refer to the definitions contained within your franchise agreement.

SECTION III: Customer Base

Please provide the following information as of January 1 of the reporting year:

	Previous Year 2022	Current Year
Number of MSW residential customers within the franchise area	1119	1114
Number of MSW commercial/industrial customers within the franchise area	67	72

Additional comments/explanations you would like to provide: **Residential recycle participation rate is 78.5%. 2nd year of annual customer decrease.**

SECTION IV: Approved Rate Schedule

Please attach a copy of the most current "Approved Service Rate Schedule" for the area covered by the City franchise agreement.

When was the last rate adjustment by the Shady Cove City Council for the City franchise area you serve? **2023**

Was this a CPI adjustment as allowed in your franchise agreement? Yes No

If "yes" was the request for a CPI adjustment submitted to the City within 90 days of implementation? Yes No

Are you planning on submitting a rate adjustment request to the Shady Cove City Council within the year? Yes No

If "yes", when? 3/29/2024

Additional comments/explanations you would like to provide:

SECTION V: Financial Audits

Have you been the subject of a City requested financial audit or rate review within the last three (3) years? Yes No If "yes" when?

Would you like to request a City rate review at this time? Yes No

Additional comments you would like to provide:

We went thru a financial review by Jackson County in 2023, which compares all expenses between all municipalities.

SECTION VI: Performance Evaluation

To the best of your ability please provide accurate and correct information to the following questions:

Service area in square miles: **2.01**

Number of calls to customer service: **60,859 Unable to separate Jackson County.**

Number of complaints received: **1** Number of complaints resolved: **1**

Were there any interruptions in service during the reporting period? Yes No

If "yes" please explain:

SECTION VIII: Certification of Insurance

Workers' Compensation:

Workers' compensation is required by Oregon State Law; including Employers Liability Coverage. Franchisee shall comply with all laws of the State of Oregon relating to workers' compensation during the term of their franchise agreement. In the event any work is performed by an agent or subcontractor of Franchisee, Franchisee shall obtain certification from such subcontractor or agent that it too is in compliance with or does not fall within the scope of such workers' compensation laws.

We comply/ do not comply with Oregon State Law. If you do not comply please explain:

Certificates of Insurance for the reporting period were sent to the City on 3/1/24.
(date)

Date Certificate of Insurance expires: **2/28/2025**

SECTION VIII: Certification

I hereby certify that the information contained in this report is reliable and correct to the best of my knowledge for the recording period and is submitted in good faith. This submittal satisfies the franchise agreement requirement regarding annual financial reporting to the City.

This submittal in no way diminishes the City's authority to conduct periodic financial audits of Franchisee records as they pertain to the services listed within the current franchise agreement between Franchisee and the City.



Government Affairs Director

3/28/2024

Date

ORDINANCE NO. 308

AN ORDINANCE OF THE CITY OF SHADY COVE, OREGON, ESTABLISHING CONDITIONS UNDER WHICH TRANSIENT MERCHANTS, ITINERANT MERCHANTS OR TEMPORARY VENDORS SHALL BE PERMITTED WITHIN THE CITY OF SHADY COVE, AND REPEALING ORDINANCE NUMBER 201 IN ITS ENTIRETY.

The Council of the City of Shady Cove ordains as follows:

Section 1: SHORT TITLE:

~~A. This Ordinance will be known as the "Temporary Vendor Ordinance".~~

A. This Ordinance will be known as the "Temporary Vendor Ordinance".

Section 2: DEFINITIONS:

A. A "mobile, transient or temporary vendor" is any vendor who can roll, tow or drive the business off of the site at the close of business each day.

B. Permanent business means any business that does not meet the criteria in Paragraph A, above.

Section 3: TEMPORARY VENDORS:

Where permitted, a temporary unit shall meet the following standards:

- (a) Temporary units shall be permitted only in commercial zones.
- (b) The temporary unit shall meet all other development requirements of the General Commercial Zone.
- (c) Applicant(s) shall submit a site plan with temporary unit dimensions and location shown in detail.
- ~~(d) The exterior length and width dimensions of the temporary unit, when multiplied, shall enclose no more than 128 square feet.~~
- (d) The exterior length and width dimensions of the temporary unit shall not exceed 28 feet in length with a maximum width of 102 inches
- ~~(e) The temporary unit shall be located no closer than one hundred feet from another such unit.~~
- (e) The temporary unit shall be located no closer than 15 feet from another unit.
- (f) The temporary unit shall be located on an improved surface (i.e., asphalt or concrete).
- (g) If the temporary unit is located on, or adjacent to, a public or private walkway,

the minimum remaining unobstructed walkway width shall be six (6) feet.

- (h) A minimum of three (3) paved off-street parking spaces shall be provided in conjunction with the use. Spaces shall be in addition to the minimum number required for any existing use on the property.
- (i) A trash receptacle shall be located within ten (10) feet of the temporary unit.
- (j) If the temporary unit is located on property not owned by the applicant, written consent from the property owner shall be provided.
- (k) Paving of property in order to accommodate temporary units is considered to be development of that property and shall require a Site Development Plan Application and associated SOC fee requirements.
- (l) A City Business License is required. If the use is for a single day, weekend, or special event, a day-permit shall be obtained.
- (m) Temporary food units shall provide evidence of compliance with Health Department Standards.
- (n) All food shall be in ready-to-eat condition when sold.
- (o) A temporary unit that remains in constant use on the same site or tax lot will be considered permanent. Such units may not be replaced with another temporary use without full compliance with this ordinance.
- (p) Any deviance from the above standards shall require application for a Conditional Use Permit.
- ~~(q) Hours of operation: Daylight only.~~
- (q) Hours of operation are 6 AM to 10 PM.
- (r) The mobile unit must be rolled, towed or driven off the site at the close of business each day.

Section 4: EXCEPTIONS:

- A. A mobile vendor at a special event is not required to meet the criteria as long as it remains in a designated location during the special event.
- ~~B. Flea markets/yard sales are allowed in a commercial or public zone if the flea market/yard sale is conducted by the property owner or business owner. Such sales are limited to a maximum of two days in any 90-day period.~~
- B. Flea markets/yard sales are allowed in a commercial or public zone if the flea market/yard sale is conducted by the property owner or business owner. The sales are limited to a maximum of three days in any 90-day period.
- C. City-wide Yard Sale.

Section 5: PENALTIES:

- A. Operation by a temporary vendor, without compliance with any portion of this Ordinance, may upon conviction in the Municipal Court for the City of Shady Cove, be punished by a fine of not more than \$250.00.

- B. Every full day during which any business activity continues, without full compliance of this Ordinance, shall be deemed a separate offense.

Section 6: REPEAL:

- A. Ordinance No. 201, enacted on May 2, 2002, is hereby repealed in its entirety.

PASSED AND APPROVED by the City Council of the City of Shady Cove this 16th day of May, 2024.

Approved: _____

Jon Ball, Mayor

Attest: _____

Tom Corrigan, City Administrator

Council Vote:

Mayor Ball	_____
Councilor Nuckles	_____
Councilor Mitchell	_____
Councilor Hubbard	_____
Councilor Winfrey	_____

**INTERGOVERNMENTAL AGREEMENT BETWEEN
JACKSON COUNTY AND THE CITY OF SHADY COVE
RELATING TO LAW ENFORCEMENT SERVICES**

PARTIES

THIS INTERGOVERNMENTAL AGREEMENT (herein referred to as "Agreement") is entered into by and between JACKSON COUNTY, a political subdivision of the State of Oregon (herein referred to as "COUNTY"), by and through the Jackson County Sheriff's Office (herein referred to as "JCSO"), and the CITY OF SHADY COVE, a municipal corporation of the State of Oregon (herein referred to as "CITY") and is applicable to all properties located within the geographic area that constitutes the incorporated limits of the CITY. County and City are herein individually referred to as the "Party" and collectively referred to as the "Parties."

STATUTORY AUTHORITY

1. In accordance with and pursuant to the provisions of ORS Chapter 190, entitled "INTERGOVERNMENTAL COOPERATION," the County is authorized to jointly provide for the performance of a function or activity in cooperation with a "unit of local government" that include CITY or other governmental authority in Oregon. By acceptance of this Agreement, the City certifies that it meets the above criteria for eligibility for such cooperation with the County.

2. As a result of this Agreement and pursuant to ORS 190.030, any unit of local government, consolidated department, intergovernmental entity or administrative officers designated herein to perform specified functions or activities is vested with all powers, rights and duties relating to those functions and activities that are vested by law in each separate party to the Agreement, its officers and agencies.

RECITALS

WHEREAS, CITY desires to contract with the COUNTY for the provision of law enforcement services within the geographic area that constitutes the incorporated limits of the CITY; and

WHEREAS, the COUNTY, through JCSO, has the resources to provide law enforcement services to the CITY; and

WHEREAS, COUNTY and CITY have established the following service goals and principles of cooperation that preserve the value of the COUNTY providing independent, responsive and professional law enforcement services while permitting CITY to retain a high level of local service and decision-making in the provision of law enforcement services:

CITY will have the flexibility to determine the level and deployment of certain law enforcement services and to identify service priorities, thereby controlling costs;

JCSO will work cooperatively with CITY to solve CITY law enforcement concerns to improve the safety and welfare of CITY residents and visitors;

JCSO will provide at a reasonable and predictable cost, efficient, high-quality, appropriate law enforcement services supported by technology to meet the law enforcement goals of CITY that allow the COUNTY to recover the cost of providing services;

JCSO will maintain equity in the provision of law enforcement services to CITY and unincorporated Jackson County residents.

AGREEMENT

NOW, THEREFORE, in consideration of the terms and conditions contained herein, it is mutually agreed by and between the COUNTY and CITY as follows:

1. Law Enforcement Services. The COUNTY, through JCSO, will provide to the CITY the law enforcement services listed in Exhibit A, which is incorporated herein by reference. Services consist of three deputies, a part time community service officer and other related services provided by JCSO personnel assigned primarily for the benefit of the geographic areas of the CITY.
2. Service Model. The Service Model used for the provision of law enforcement services by COUNTY to CITY under this Agreement operates under the philosophy of a JCSO patrol district encompassing the geographic areas within the boundaries of the CITY.
 - 2.1. The level, degree and type of law enforcement services and the number of positions assigned to those services are determined by the funding levels of this Agreement.
 - 2.2. JCSO personnel assigned to the CITY shall be dedicated to work within the CITY limits, subject to responses to assist another jurisdiction or JCSO deputies according to the Jackson County Cooperative Policing Agreement.
 - 2.2.1. The number of JCSO positions assigned to the CITY shall remain constant. The CITY recognizes that the number of personnel may vary to the extent that positions are vacant or positions are filled but not available for assignment, including recruits and personnel on long-term disability leave, military leave, vacation leave, sick leave or other leave.
3. Compensation.
 - 3.1. CITY shall compensate COUNTY for the provision of law enforcement services to CITY, the actual cost to COUNTY of providing the law enforcement services, which is estimated on Exhibit A, Cost Estimate the costs described below in section 3.3.
 - 3.2. Actual costs of providing the law enforcement services shall include, but not be limited to salary, benefits and special pays, if any, for personnel providing the service, along with any associated clothing allowance, quartermaster, overtime, ~~pass-through cost for dispatching,~~ supplies, services, telephone, motor pool, systems services, insurance and equipment and associated administrative costs.
 - 3.3. Billing. COUNTY shall bill CITY ~~monthly~~ quarterly in installments equal to ~~1/12th~~ 25% of the then estimated annual Total Law Enforcement Contract cost for the applicable COUNTY fiscal year. Payments shall be due within 30 days after invoicing by the COUNTY. In the event the CITY fails to make a monthly payment within 30 days of billing, the COUNTY may charge an interest rate of one-half percent (.5%) per month.

- 3.4. Annual Reconciliation. As soon as reasonably practicable at the end of each COUNTY fiscal year during this Agreement and upon termination this Agreement, COUNTY shall furnish to CITY a statement showing the actual costs of the services provided hereunder for the preceding COUNTY fiscal year (or preceding COUNTY fiscal year up to termination, if applicable). In the case of a deficiency, CITY shall promptly remit such deficiency to COUNTY within 30 days following receipt of COUNTY's statement of actual expenses. In the case of a surplus, COUNTY shall apply the surplus to the next installment due by CITY for the services hereunder or refund the surplus to CITY within 30 days.
4. Decisions and Policy-Making Authorities.
- 4.1. Operational Decisions and Policy-Making Authorities. The respective authorities of the CITY and the COUNTY to make operational decisions and develop and implement policies shall be governed by Section 18 of this Agreement ~~and Exhibit B attached hereto and incorporated by this reference.~~
- 4.2. Points of Contact. The COUNTY appoints the Jackson County Sheriff ("Sheriff"), or his designee, and the CITY appoints the Mayor, or his/her designee, who shall act as the Points of Contact for the parties to provide correspondence and communications related to the administration of this Agreement.
- 4.3. Schedules. The Sheriff, or his designee, upon receipt of input from the CITY Mayor, or his/her designee, shall determine the appropriate working schedule for the JCSO personnel assigned to perform the law enforcement services under this Agreement. The schedule shall provide weekly law enforcement services for a minimum of one hundred and twenty eight (128) hours per week.
5. Special Provisions.
- 5.1. CITY Purchases. The CITY shall supply at its own cost and expense any special supplies, stationary, notices, and forms where such must be issued in the name of the CITY as well as routine supplies (office supplies and shared desktops). The COUNTY shall provide supplies and equipment routinely provided to its JCSO deputies.
- 5.1.1. Technology or Specialized Equipment. The COUNTY agrees to provide JCSO staff ~~that are that are shall be appropriately~~ trained and equipped with such technology as is customarily provided to its patrol deputies. Such technology may include, but is not limited to: mobile data computers (MDCs), computer access to criminal history data and other like data, and other current technology utilized within law enforcement services.
- 5.2. CITY Law Enforcement Facility. Office space shall be provided by CITY at a location acceptable to both JCSO and CITY. Office equipment such as a phone and copy machine will be provided by CITY as JCSO deems necessary for the assigned deputies.
- 5.3. Use of CITY Facility by JCSO. The CITY and COUNTY agree that ~~incidental~~ use of CITY's law enforcement facility by the assigned JCSO personnel as reasonably necessary to fulfill COUNTY's obligations under this Agreement shall not be charged to the COUNTY.

5.4. Stabilization of Personnel. JCSO will ~~use commercially reasonable efforts to~~ coordinate transfers to minimize the time positions are vacant, as well as the impact of vacancies to CITY. Deputies will not be granted a transfer out of the CITY assignment unless authorized by the language in the current Jackson County Sheriff's Employees' Association ("JCSEA") Collective Bargaining Agreement. In the assignment of JCSO personnel, the COUNTY shall use, whenever possible, JCSO personnel who volunteer for duty within the CITY. Duration of assignment and selection of non-voluntary JCSO personnel shall be accomplished in accordance with the current JCSEA Collective Bargaining Agreement.

5.5. Additional Training. The CITY may provide training for JCSO personnel assigned under this Agreement in addition to that provided by the COUNTY. Additional training is subject to JCSO approval and the cost shall be borne by the CITY.

5.6. Computers.

5.6.1. The COUNTY will provide access to a computer to every JCSO staff member assigned to the CITY.

5.6.2. The COUNTY's Information Technology Department will be responsible for the repair and maintenance of all equipment, software, and accessories used under this Agreement that are owned by the COUNTY.

5.6.3. Replacement of COUNTY-owned computers will be furnished via COUNTY departmental chargebacks, as needed.

6. Reporting. JCSO will ~~provide information report monthly reports~~ to CITY on criminal activity, citations and law enforcement services provided by this agreement.

7. Personnel and Equipment.

7.1. Control of Personnel. Control of JCSO personnel, standards of performance, discipline and all other aspects of performance shall be governed entirely by the COUNTY. Allegations of misconduct shall be investigated in accordance with COUNTY and JCSO Policies and Procedures, as well as any applicable collective bargaining agreement. At all times, authority over JCSO employees remains exclusively under the COUNTY.

7.2. Status of Employees. All JCSO personnel rendering law enforcement services to CITY hereunder shall be employees of the COUNTY.

7.3. Application. Both parties acknowledge that certain employment leaves of absence are protected by law and that extended leaves of absence can affect the JCSO's ability to provide the law enforcement services under this Agreement. In the event of a protracted leave (15 days or longer) by a JCSO employee assigned to the CITY under this Agreement, JCSO shall make every effort to replace that assigned employee with as little impact as possible to the CITY by the 15th day of the leave.

8. CITY Responsibilities. In support of the COUNTY providing the law enforcement services under this Agreement, the CITY agrees to the following.

8.1. Municipal Code. The CITY shall, to the extent reasonably possible, taking into consideration local circumstances, endeavor as it adopts local ordinances to have such ordinances be consistent with ordinances of the COUNTY and/or state law. It is recognized that it is in the interest of both parties to this Agreement that reasonable uniformity of common regulations will promote efficient provision of law enforcement services.

9. Term. The term of this Agreement shall be from July 1, ~~2019-2023~~ through June 30, ~~2022-2026~~ unless sooner terminated as provided herein.

10. Termination Process.

11.1 Either party to this Agreement may terminate ~~said agreement~~ this Agreement for convenience by giving a sixty (60) day written notice to the other party. The amount due to either party by the other under Section 3.2 shall be prorated on a daily basis as of the date of termination.

11.2 Either party may terminate this Agreement in the event of a breach of the Agreement by the other party. Prior to such termination, the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within fifteen (15) days of the date of the notice, or within such other period as the party giving the notice may authorize or require, then the Agreement may be terminated immediately at any time thereafter by a written notice of termination by the party giving notice.

11.3 The rights and remedies of the parties provided in this section are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

11. Indemnification; Insurance

11.1. Indemnity.

11.1.1. CITY Held Harmless. Subject to the conditions and limitations of the Oregon Tort Claims Act and subject to the Oregon Constitution, the COUNTY shall defend, indemnify and hold harmless the CITY, and its elected officials, officers, employees, volunteers and agents from any and all costs, claims, judgments, or awards of damages, resulting from the acts or omissions of the COUNTY, and its employees or agents associated under with this Agreement. In executing this Agreement, the COUNTY does not assume liability or responsibility for or in any way release the CITY from any liability or responsibility which arises in whole or in part from the existence or effect of CITY ordinances, rules, regulations, resolutions, customs, policies, or practices. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such CITY ordinance, rule, regulation, resolution, custom, policy, or practice is at issue, the CITY shall defend against such cause, claim, suit, action or administrative proceeding at its sole expense and if judgment is entered or damages are awarded against the CITY, the COUNTY, or both, the CITY shall satisfy the same, including all chargeable costs and attorney's fees.

11.1.2. COUNTY Held Harmless. To the extent permitted by the Oregon Tort Claims Act and subject to the Oregon Constitution, the CITY shall defend, indemnify and hold harmless the COUNTY, and its elected officials, officers, employees, volunteers and agents from any and all costs, claims, judgments or awards of damages, resulting from the acts or omissions of the CITY, and its employees or agents associated with this Agreement. In executing this Agreement, the CITY does not assume liability or responsibility for or in any way release the COUNTY from any liability or responsibility which arises in whole or in part from the existence or effect of COUNTY ordinances, rules, regulations, resolutions, customs, policies, or practices. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such COUNTY ordinance, rule, regulation, resolution, custom, policy or practice is at issue, the COUNTY shall defend against such cause, claim, suit, action or administrative proceeding at its sole expense and if judgment is entered or damages are awarded against the COUNTY, the CITY, or both, the COUNTY shall satisfy the same, including all chargeable costs and attorney's fees.

11.1.3. No Consequential Damages. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT OR OTHERWISE TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOST PROFITS SUFFERED IN CONNECTION TO THIS AGREEMENT.

11.1.2.

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11.2. Insurance. COUNTY shall at its own expense provide the following insurance:

- 11.2.1. COUNTY shall obtain and maintain at all times during the course of the Agreement general liability insurance coverage subject to the limits of the Oregon Tort Claims Act covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$2 Million per occurrence/\$3 Million general aggregate for the protection of the CITY, and its elected officials, officers, agents, employees and volunteers.
- 11.2.2. Certificates of Insurance. In respect to general liability coverage, and as evidence of the insurance coverage required by this Agreement, the COUNTY shall furnish acceptable insurance certificates to CITY prior to COUNTY commencing work under this Agreement. Insuring companies or entities are subject to CITY acceptance. If requested, complete copies of insurance policies; trust agreements, etc., shall be provided to the CITY. The COUNTY shall be financially responsible for all pertinent premiums, deductibles, self-insured retentions and/or self-insurance.
- 11.2.3. Notice of Cancellation. There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days' notice to the CITY. Any failure to comply with this provision will not affect the insurance coverage provided to the CITY. The 60 days' notice of cancellation provision shall be physically endorsed to the policy.

11.2.4. Insurance Carrier Rating. Coverage provided must be underwritten by an insurance company deemed acceptable by the CITY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rate A- or better by Best's Insurance Rating. The CITY reserves the right to reject all or any insurance carriers(s) with an unacceptable financial rating.

11.2.5. Self-Insurance. COUNTY may fulfill its insurance obligations herein through a program of self-insurance, provided that the COUNTY's self-insurance program complies with all applicable laws, and provides insurance coverage equivalent in both type and level of coverage that satisfies this Section 1211.

12. Non-discrimination. The COUNTY and the CITY certify that they are Equal Opportunity Employers.

13. Assignment. Neither the COUNTY nor the CITY shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other party.

14. Audits and Inspections. The records and documents with respect to all matters covered by this Agreement shall be subject to inspection, review or audit by the COUNTY or CITY during the term of this Agreement and three (3) years after termination. Exception to this stipulation is for confidential internal affairs investigations conducted by the COUNTY.

15. Notice. Any formal notice or communication to be given by the COUNTY to the CITY under this agreement shall be deemed properly given if personally delivered, or mailed postage prepaid and addressed to:

CITY OF SHADY COVE
Attn: City Administrator
22451 Highway 62
P.O. Box 1210
Shady Cove, Oregon 97539

Any formal notice or communication to be given by the CITY to the COUNTY under this Agreement shall be deemed properly given if personally delivered, or mailed postage prepaid and addressed to:

JACKSON COUNTY SHERIFF'S OFFICE
Attn: ~~Sue Watkins~~ Sheriff Sickler
5179 Crater Lake Highway
Central Point, Oregon 97502

The name and address to which notices and communications will be directed may be changed at any time by either the CITY or the COUNTY provided that such notice has been given to the other party.

16. COUNTY as an Independent Contractor and the parties. ~~The COUNTY is, and shall at all times be deemed to be, an independent contractor.~~ Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between CITY and COUNTY or any of the COUNTY's agents or employees.

17. Agreement Administration.

- 17.1. Agreement Administrators. The CITY Administrator, or designee, and the JCSO Liaison shall serve as Agreement Administrators to review Agreement performance and resolve operational problems.
- 17.2. Referral of Unresolved Problems. The CITY Administrator, or designee, shall refer any law enforcement service operational problem, which cannot be resolved, to the JCSO Liaison and if still not resolved to the Sheriff. The Sheriff and CITY Mayor shall meet as necessary to resolve such issues. Unresolved problems shall be referred to the Coordinating Committee (See Section 18) for assistance in resolution.
- 17.3. Agreement Dispute Issues. Disputes involving Agreement language interpretation, costs, and other non-operational matters shall be referred to the Sheriff, the Chair of the Coordinating Committee, and the affected party or parties to review and resolve. Any unresolved problems shall be referred to the full Coordinating Committee for assistance in resolution.

18. Agreement Coordination.

- 18.1. Coordinating Committee. The CITY Mayor, or his/her designee, the Sheriff, or his/her designee, and the JCSO Operations Division Commander shall constitute the Coordinating Committee ("Committee"). The Committee shall meet on as needed basis to provide direct feedback on issues and concerns related to law enforcement and public safety in the CITY. The Committee is responsible for establishing law enforcement goals and objectives and will address issues which may arise regarding this Agreement. The Committee may decide to invite selected non-Committee members to attend Committee meetings as observers.
- 18.2. Scope of Committee. The Committee shall meet at least quarterly to review the delivery of law enforcement services outlined in this Agreement. The Committee will elect a Chair at its first meeting who is responsible for scheduling and presiding over the Committee meetings and providing a person to keep the minutes of each Committee meeting for the duration of the term as Chair.
 - 18.2.1. If an operational problem or Agreement dispute is referred to the Committee, the Committee will meet and attempt to resolve the problem or dispute. If the Committee is unable to resolve the problem or dispute, the parties may pursue suitable remedies.
 - 18.2.2. The Committee may recommend amendments to this Agreement to be approved by CITY and COUNTY in accordance with the terms of this Agreement.

19. Amendments. This Agreement may be amended at any time by mutual written agreement of the parties.

20. No Third Party Beneficiary. This Agreement is made solely and specifically among and for the benefit of the parties hereto, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

19.21. _____

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~~20-22.~~ Entire Agreement. This Agreement and Exhibits A and B contain the entire agreement of the parties. Any prior agreements, promises, negotiations or representations of or between the parties, either oral or written, relating to the subject matter of this Agreement and which are not expressly set forth in this Agreement are null and void and of no further force or effect.

~~21-23.~~ Waiver. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach thereof. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a party must be in writing to be effective, and shall apply solely to the specific instance expressly stated.

~~22-24.~~ Severability. If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed on this _____ day of _____, ~~2019~~2024.

CITY of SHADY COVE

BY: _____
Thomas Corrigan, City Administrator

Date

APPROVED AS TO LEGAL SUFFICIENCY:

Ryan Vanderhoof _____, Associate City Attorney

Date

JACKSON COUNTY

BY: _____
Danny Jordan, County Administrator

Date

APPROVED AS TO LEGAL SUFFICIENCY:

Sr. Assistant County Counsel

Date

EXHIBIT A
Description of Law Enforcement Services

[provide detail here.]



1976 Garden Ave.
Eugene, OR 97403
541.342.5161
www.islercpa.com

City Council
City of Shady Cove

In planning and performing our audit of the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of City of Shady (City) as of and for the year ended June 30, 2021, in accordance with auditing standards generally accepted in the United States of America, we considered the City's system of internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore material weaknesses or significant deficiencies may exist that were not identified. However, as discussed below, we identified certain deficiencies in internal control that we consider to be material weaknesses.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. We consider the following deficiencies in internal control to be material weaknesses:

The City staff were unable to locate and provide documentation and information that Isler requested. Several factors contributed to this situation, including significant turnover in staff during COVID-19, the disorganization of digital and physical records relate to 2021, and limitations of financial resources limiting current staff's time and capacity to locate the data.

This communication is intended solely for the information and use of management the City Council, and others within the City, and is not intended to be, and should not be, used by anyone other than these specified parties.

Sincerely,

Paul R Nielson
Member, Isler CPA

CITY OF SHADY COVE LOGO USAGE AGREEMENT

The City logo is a valuable asset of our organization. We ask that you help us preserve and protect our trademark through the appropriate use of the City logo in accordance with this agreement. The following provisions are included:


THIS AGREEMENT shall constitute a non-exclusive license granted by the City of Shady Cove, Oregon (City) to _____ (User) for the use of City's name and/or its main logos (current and past) plus the associated set of adopted variations (Logo) under the following terms and conditions:

1. Logo will be provided by City in electronic format. The City Logo may be either in single color or full (process) color and must not be scaled disproportionately. The City Logo may not be altered or modified in any way. Failure to follow these guidelines may endanger our legal trademark rights.
2. City reserves the right to approve all uses of its name and Logo. Users must provide detailed information of how the City Logo will be used. If used in a print advertisement, User must provide name and date(s) of publication. If used in a broadcast advertisement, User must provide station call letters and flight dates of ad. If used in a promotional advertisement, User must provide date of promotional event and details of promotion's purpose. For website usage linking instructions will be emailed. No product or service is permitted to be advertised or sold commercially using the Logo.
3. User must provide City with a copy of final proof ONE WEEK in advance of publication or broadcast.
4. Primary Contact for all Logo requests will be the City Administrator. Use of the City Logo must be approved by the City of Shady Cove City Council. Upon approval, the City Administrator will forward the electronic files to the User.
5. City reserves the right to reject requests for use of the City Logo, name, or likeness.
6. All use of City Logo, name, and likeness must cease and desist upon termination of the Agreement.
7. Recipient acknowledges that the name and City Logo are the sole and separate property of the City and any use hereunder shall not give rise to any right of use or ownership except as set forth herein.
8. This license shall commence the ___ day of _____, _____. This license shall expire on the ___ day of _____, _____.
9. This agreement is non-transferrable. Use of the City Logo by any other person or organization is strictly forbidden without prior written approval from the City of Shady Cove City Council. A new Logo usage agreement must be signed for the following reasons: (1) upon expiration of this agreement; (2) use of the City Logo changes from that detailed in the original agreement; or (3) City of Shady Cove updates or changes its Logo design.
10. In the event suit or action is instituted to enforce any of the terms of this Contract, each party shall be responsible for its own attorney fees, costs and related expenses.
11. Upon any violation of the terms of this agreement by User, the City of Shady Cove may terminate the license forthwith, and upon written notice to User to that effect, User shall cease all use of the name, Logo or likeness and shall not thereafter use, broadcast, distribute or display any items, documents, ads or other materials containing City's name, Logo or likeness.

City of Shady Cove, City Administrator

User

Company Name

DEQ USE ONLY Application #: _____ Legal name checked <input type="checkbox"/> Notes: _____ <input type="checkbox"/> IND <input type="checkbox"/> DOM <input type="checkbox"/> STM <input type="checkbox"/> OSS <input type="checkbox"/> UIC: _____	 <p>Oregon Department of Environmental Quality Name Change and/or Permit Transfer NPDES or WPCF Permit</p>	DEQ USE ONLY Date Rcvd: _____ Amt Rcvd: _____ Check #: _____ Rcvd From: _____ Deposit #: _____ Receipt #: _____
A. ACTION TO BE PERFORMED		
<input type="checkbox"/> Name Change / Effective or Scheduled Date: _____		<input checked="" type="checkbox"/> Transfer of Permit / Scheduled Date: June 19, 2019
B. PREVIOUS INFORMATION		
1. Previous Legal Name: City of Shady Cove Previous Common Name: Shady Cove STP		
2. Facility Physical Address: 4660 Rogue River Drive City, State, Zip Code: Shady Cove, OR 97539 County: Jackson		3. Permit #: 100998 DEQ File#: 80535
C. NEW INFORMATION		
1. NEW Legal Name: Rogue Valley Sewer Services		
2. NEW Common Name: Shady Cove STP		
3. Responsible Official: Carl Tappert Title: Manager Mailing Address, City, State, Zip Code: 138 West Vilas Road, Central Point, OR 97502 Email Address: ctappert@rvss-or.gov Telephone #: 541-664-6300		
4. Facility Contact: Kevin James Title: Treatment Plant Operator Mailing Address, City, State, Zip Code: 138 West Vilas Road, Central Point, OR 97502 Email Address: wjames@rvss-or.gov Telephone #: 541-664-6300		
5. Invoice to: Carl Tappert Title: Manager Mailing Address, City, State, Zip Code: 138 West Vilas Road, Central Point, OR 97502 Email Address: ctappert@rvss-or.gov Telephone #: 541-664-6300		
6. Will the name change or transfer of ownership result in a change in the character of pollutants being discharged or a new or increased discharge not addressed by current permit conditions? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (attach explanation)		
D. SIGNATURE REQUIRED FOR NAME CHANGE		
I herby authorize the above referenced name change.		
_____		_____
Name of Legally Authorized Representative (Type or Print)		Title
_____		_____
Signature of Legally Authorized Representative		Date
E. SIGNATURES REQUIRED FOR TRANSFER OF PERMIT		
Previous owner: I hereby acknowledge the pending transfer of the above referenced permit.		
_____		_____
Name of Legally Authorized Representative (Type or Print)		Title
_____		_____
Signature of Legally Authorized Representative		Date
New owner: I hereby apply for permission to transfer the above referenced permit and certify that I have acquired a property interest in the permitted activity. I agree to fully comply with all terms and conditions of the permit and DEQ rules.		
Carl Tappert _____		Manager _____
Name of Legally Authorized Representative (Type or Print)		Title
_____		_____
Signature of Legally Authorized Representative		Date

NAME CHANGE AND/OR TRANSFER INSTRUCTIONS

A. ACTION TO BE PERFORMED

Check the appropriate box to indicate a name change and/or permit transfer.

- ◆ For a **name change**, provide the effective or scheduled date of the name change. Please note that for name changes, DEQ prefers to process your request after the name has been legally changed to avoid incorrectly modifying its files should the change not occur.
- ◆ To **transfer a permit** to a new owner, provide the date on which you want the transfer to occur. Transfer will not occur until DEQ has received the appropriate signatures and fee and reviewed the transfer information. Approval of a transfer may take up to 30 days to process.

B. PREVIOUS INFORMATION

1. Enter the previous legal name and common name of this facility or operation if different than the legal name.
2. Enter the facility's physical address (physical location, not mailing address), including city, state, and zip code.
3. Enter the DEQ permit number and facility file number (also known as the site ID number; this number may be found on the first page of your permit).

C. NEW INFORMATION

1. Enter the new legal name. This name will appear on the permit and must be the **legal** Oregon name (for example, Acme Products, Inc.) or the **legal** representative of the company if the company operates under an assumed business name (for example, John Smith, dba Acme Products). The name must be a legal, active name registered with the Secretary of State - Corporation Division unless otherwise exempt by regulation (503-986-2200 or <http://sos.oregon.gov/business/Pages/register.aspx>).
2. Enter the new common name of this facility or operation if different than the legal name.
3. Enter the name, telephone number, and e-mail and mailing addresses of the Responsible Official. The Responsible Official is the person that receives official correspondence from DEQ, such as renewal notices or notices of noncompliance, and may be contacted if there are questions about this application.
4. Enter the name, telephone number, and e-mail and mailing addresses of the Facility Contact if different from the Responsible Official. The Facility Contact is the person located at the facility that has specific knowledge of the facility or operation under permit (for example, the treatment plant operator), and may be contacted if there are specific questions about this application.
5. Enter invoicing information for billing purposes if different from new legal name (for example, "Invoice To: Business Office").
6. Complete as indicated. Attach an explanation if changes are being made to the discharge regulated by the current permit.

D. SIGNATURE REQUIRED FOR NAME CHANGE

The signature of a legally authorized representative must be obtained before DEQ will change the name of a permittee.

E. SIGNATURES REQUIRED FOR PERMIT TRANSFER

The signatures of legally authorized representatives from the previous owner and new owner must be obtained before DEQ will transfer a permit. If the previous owner is not available, DEQ will accept a bill of sale or other proof that the new owner has acquired a property interest in the permitted activity.

Definition of Legally Authorized Representative:

Please also provide the information requested in brackets []. For NPDES permits, see 40 CFR § 122.22 for more detail.

- ◆ **Corporation** – President, secretary, treasurer, vice-president, or any person who performs principal business functions; or a manager of one or more facilities employing more than 250 persons or having gross annual sales or expenditures exceeding \$25 million that is authorized in accordance to corporate procedure to sign such documents
- ◆ **Partnership** – General partner [list of general partners, their addresses and telephone numbers]
- ◆ **Sole Proprietorship** – Owner(s) [each owner must sign the application]
- ◆ **City, County, State, Federal, or other Public Facility** – Principal executive officer or ranking elected official
- ◆ **Limited Liability Company** – Member [articles of organization]
- ◆ **Trusts** – Acting trustee [list of trustees, their addresses and telephone numbers]

FEE AND APPLICATION SUBMITTAL

Please see the cover letter enclosed with this application form or call the appropriate regional office below for fee information and to determine where to send this application. Send this form and fee to the regional office. Please reference the current [fee table](#) to determine the appropriate fees for your permit. Make your check payable to the Department of Environmental Quality.

DEQ Northwest Region	DEQ Western Region			DEQ Eastern Region	
700 Lloyd Building at 700 NE Multnomah St., Suite #600 Portland, OR 97232 503-229-5263 or 1-800-452-4011 <i>Clackamas, Clatsop, Columbia, Multnomah, Tillamook, Washington</i>	Onsite Sewage		Stormwater	800 SE Emigrant, #330 Pendleton, OR 97801 541-276-4063 or 1-800-452-4011 <i>Crook, Deschutes, Gilliam, Grant, Harney, Jefferson, Klamath, Lake, Malheur, Morrow, Wallowa, Umatilla, Union, Wasco, Wheeler</i>	
	<i>Benton, Lane, Lincoln, Linn, Marion, Polk, Yamhill</i>	165 E 7 th Ave, #100 Eugene, OR 97401 541-686-7838 or 1-800-844-8467	165 E 7 th Ave, #100 Eugene, OR 97401 541-686-7838 or 1-800-844-8467		All Other Permits 4026 Fairview Industrial Dr SE Salem, OR 97302 503-378-8240 or 1-800-379-7677
	<i>Coos, Curry, Douglas (coast)</i>	381 N 2nd St Coos Bay, OR 97420 541- 269-2721	<i>Benton, Coos, Curry, Douglas, Jackson, Josephine, Lane, Lincoln, Linn, Marion, Polk, Yamhill</i>		<i>Benton, Coos, Curry, Douglas, Jackson, Josephine, Lane, Lincoln, Linn, Marion, Polk, Yamhill</i>
	<i>Douglas (east) Jackson, Josephine</i>	221 Stewart Ave, #201 Medford, OR 97501 541-776-6010 or 1-877-823-3216			



CITY OF SHADY COVE
 22451 Highway 62 • P.O. Box 1210 • Shady Cove, OR 97539
 Phone: 541-878-2225 • Fax: 541-878-2226

Parks & Rec.

APPLICATION FOR SHADY COVE VOLUNTEER GROUP

PLEASE PRINT

DATE: 5-6-24

APPLICANT INFORMATION

Name: JAMES A. WEIDMAN

Physical Address: 103 SARMA DR

City: SHADY COVE

State: OR

Zip: 97539

Mailing Address: PO Box 142

City: SHADY COVE

State: OR

Zip: 97539

Home Phone: 541 878 8528

Cell Phone:

Email Address: SS@WEIDMAN@GMAIL.COM

Current Occupation:
(If retired or unemployed, state your general or past profession.) Business MILITARY

How long have you lived in Shady Cove? (Optional) 5 yrs

How long have you lived in Jackson County? (Optional)

Days/Times of Best Availability:

Are you a current or past employee of the City of Shady Cove, an occasional or potential contract employee, or do you have any other real or potential conflict of interest in working or serving in this capacity?

Yes

No

If yes, please describe:

AREAS OF INTEREST/EXPERTISE

Please list areas of interest/expertise. This information will be used to match you to volunteering opportunities that are best aligned with your interests and skills.

EXPLORING AUTOMOTIVE