

Agenda

Shady Cove Regular City Council Meeting

Thursday, November 6, 2025, 6:00 p.m.

22451 Highway 62, Shady Cove, Oregon

Join Zoom Meeting

<https://zoom.us/j/98111957658?pwd=9m8DKbb7Z6AzOhzLebjXPv11Yv3Z9B.1>

Meeting ID: 981 1195 7658

Passcode: 089273

Pursuant to ORS 192.640, this notice includes a list of the principal subjects anticipated to be considered or discussed at the above-referenced meetings. This notice does not limit the ability of the City Council to consider or discuss additional subjects. These meetings are subject to cancellation without notice. These meetings are open to the public and interested citizens are invited to attend. The meeting location is accessible to people with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting to Stacey Bandfield at (541) 878-2225. In compliance with the Americans with Disabilities Act, if you need special assistance to participate in the meeting, please contact the Planning Department at jcurry@shadycove.org. 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) 10/23/2025

I. Call to Order

II. Pledge of Allegiance

III. Roll Call

IV. Announcements

- a. This Meeting is Being Digitally Recorded
- b. Next Regular Council Meeting-November 20, 2025, @ 6:00 p.m.
- c. Next Planning Commission Meeting-November 13, 2025 @ 6:00 p.m.
- d. These meeting dates and times are subject to change.
- e. Thanksgiving Day the 27th, and Friday, 28th, 2025.

V. Consent Agenda

- a. Acknowledge receipt of Bills Paid Invoice Report.
 - Bills Paid October 10, 2025, to November 3, 2025

VI. Public Comments on Non-Agenda Items.

To speak on a non-agenda item, a citizen must submit his/her name and address on the comment card prior to the beginning of the meeting. When recognized to speak, he/she must stand, then provide name and address and the issue must have a city-wide impact and not be a personal issue. Council discussion or debate is unlikely because the necessary ordinance, resolution or background information will not have been prepared. Testimony is limited to three minutes.

VII. Action Items

Public comments on agenda items are permitted when agenda items are being considered and prior to council vote, as invited by Mayor or presiding officer. Testimony is limited to three minutes. Citizens are also encouraged to submit a written communication prior to the scheduled meeting and are encouraged to completed comment card.

- a. Rogue Valley Council of Governments (RVCOG), intergovernmental agreement, for planning services.
- b. Appeal of Public Safety Fee
- c. Discussion-Council Direction on Reviewing and Applying Public Safety Fees.

VIII. Staff Reports

- a. Jackson County Sheriff's Department Report
- b. Fire District Report
- c. City Administrator Report
 - Audit Expense Summary

VIII. Council Comments

IX. Adjournment

Invoice Number	Invoice Date	Check Issue Date	Name	Description	Invoice Amount	Check Amount
4941620000	09/24/2025	10/14/2025	Avista Corporation	Natural Gas	21.57	21.57
41973515	10/12/2025	10/15/2025	Canon Financial Services, Inc.	Contract charge 10/01/2025-10/31/2025	203.82	203.82
6013352850	09/25/2025	10/15/2025	Canon Solutions America, Inc.	Copier	47.07	47.07
09152025	09/15/2025	10/15/2025	Christian, David	Radio 09/15/2025 -09/19/2025 6 hours	90.00	90.00
09152025	09/15/2025	10/15/2025		Radio 09/22/2025 -09/26/2025 6 hours	90.00	90.00
09152025	09/15/2025	10/15/2025		Radio 09/29/2025 -10/03/2025 6 hours	90.00	90.00
10142025	10/10/2025	10/15/2025		Radio 10/06/2025 -10/10/2025 6 hours	90.00	90.00
801-101482	09/30/2025	10/15/2025	Sorren	2025 Financial Statement Audit-Progress	10,340.00	10,340.00
3284764100	09/25/2025	10/15/2025	Pacific Power	Street lights	726.72	726.72
3284764100	09/25/2025	10/15/2025		City Hall	407.59	407.59
3284764100	09/25/2025	10/15/2025		Nork Lane	124.60	124.60
3284764100	09/25/2025	10/15/2025		Reader Board	211.88	211.88
3284764100	09/25/2025	10/15/2025		Aunt Carolines Park	105.21	105.21
089732	10/05/2025	10/15/2025	Perfection Cleaning	City Hall office cleaning 09/2025	400.00	400.00
26-4079	09/30/2025	10/15/2025	RVCOG	Technical Services B Benton Aug 2025	95.08	95.08
26-4079	09/30/2025	10/15/2025		Adobe Acrobat Pro- 5 subscription renewals	526.25	526.25
481039,4812	09/30/2025	10/15/2025	Shady Cove Hardware, LLC	nails, screws,nuts, bolts, marking paint	83.14	83.14
482238	09/30/2025	10/15/2025		nails, screws, nuts, bolts	5.38	5.38
0925202588	09/25/2025	10/15/2025	Southern Oregon Sanitation	Aunt Carolines Park	71.08	71.08
0925202588	09/25/2025	10/15/2025		1008 Celtic Circle	48.87	48.87
0925202588	09/25/2025	10/15/2025		22451 Hwy 62	48.87	48.87
10142025	10/14/2025	10/15/2025	Teamster Local 223	Monthly dues November 2025	284.00	284.00
1065167	10/07/2025	10/14/2025	Hunter Communications	phone/internet	668.39	668.39
INV-9272	10/01/2025	10/20/2025	TouchPoint Networks, LLC	WatchGuard T40 Firebox	136.95	136.95
10142025	09/30/2025	10/15/2025	City of Shady Cove - Utilities	22451 Hwy 62	81.38	81.38
10142025	09/30/2025	10/15/2025		2501 Indian Creek Rd	34.19	34.19
10142025	09/30/2025	10/15/2025		1008 Celtic Cir	34.19	34.19
102398	07/22/2025	10/15/2025	RH2 Engineering	Water Infrastructure project management services through 6-2	8,512.53	8,512.53
102408	07/22/2025	10/15/2025		Miscellaneous Engineering, Plannin & Grant management ser	2,930.43	2,930.43
CW68873	10/01/2025	10/15/2025	Kelley Create	IT SAAS IT Security & Continuity, standard user security	439.60	439.60
271	10/01/2025	10/14/2025	Enrich Oregon LLC	Water project SB1530, 16.50 hours, SC water project meeting	3,217.50	3,217.50
271	10/01/2025	10/14/2025		Planning department staffing, 18.50 hours, PC meeting planni	3,607.50	3,607.50
24686	09/08/2025	10/14/2025	Bryant Lovlien & Jarvis	Matter 2315739-010 Right of Way Ordinance	890.00	890.00
24687	09/08/2025	10/14/2025		Matter 2315739-014 Code Enforcement - Kreutzer	60.00	60.00
24688	09/08/2025	10/14/2025		Matter 2315739-026 Public Records Request- Corrigan	50.00	50.00
24689	09/08/2025	10/14/2025		Matter 2315739-024 Social Media Policy	250.00	250.00
24690	09/08/2025	10/14/2025		Matter 2315739-025 Confidential	960.00	960.00
24692	09/08/2025	10/14/2025		Matter 2315739-001 2025 Miscellaneous	2,168.40	2,168.40
24989	10/06/2025	10/14/2025		Matter 2315739-010 Right of Way Ordinance	120.00	120.00
24990	10/06/2025	10/14/2025		Matter 2315739-004 Hannah's Ridge Development	60.00	60.00
24991	10/06/2025	10/14/2025		Matter 2315739-026 Public Records Request- Corrigan	175.00	175.00
24992	10/06/2025	10/14/2025		Matter 2315739-027 Fund Management	2,500.00	2,500.00
24993	10/06/2025	10/14/2025		Matter 2315739-028 City Charter and Open meetings Law Vio	1,120.00	1,120.00
24994	10/06/2025	10/14/2025		Matter 2315739-031 Public Records Request - Ball	460.00	460.00
24995	10/06/2025	10/14/2025		Matter 2315739-032 Public Records Request - Swendener	1,145.00	1,145.00
24996	10/06/2025	10/14/2025		Matter 2315739-029 Wage and Harassment Claim-Smith	1,125.00	1,125.00
25280	10/08/2025	10/14/2025		Matter 2315739-001 2025 Miscellaneous	4,950.00	4,950.00
25281	10/08/2025	10/14/2025		Matter 2315739-025 Confidential	6,050.00	6,050.00
09212025	10/01/2025	10/15/2025	Gary Clark	Performance Agreement for SC birthday bash 2025, still owed	50.00	50.00
25-0010	10/09/2025	10/15/2025	Smith, J. Ann Notary Services	Verification of Oath, Planning Commissioner	10.00	10.00
102025	10/20/2025	10/15/2025	Barnett, Bobby & Renee	Sewer refund on account 1756.04	62.50	62.50
Grand Totals:					55,979.69	55,979.69

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made and entered into by and between the **ROGUE VALLEY COUNCIL OF GOVERNMENTS**, a voluntary intergovernmental association, hereinafter referred to as **RVCOG** and **CITY OF SHADY COVE**, a political subdivision of the State of Oregon, hereinafter referred to as **CITY** both of which are hereinafter referred to collectively as **PARTIES**;

WITNESSETH

WHEREAS, RVCOG is a voluntary association of local governments serving Jackson and Josephine Counties, Oregon; and

WHEREAS, CITY is a member agency of the RVCOG; and

WHEREAS, CITY has a need for professional land use services; and

WHEREAS, the purpose of this agreement is to make provisions for RVCOG to perform professional land use services for the CITY and to provide for cost reimbursement.

NOW THEREFORE, in consideration of the mutual terms, conditions, stipulations and covenants herein contained, the PARTIES do hereby agree to the following:

1. SCOPE OF SERVICES

- a. CITY hereby agrees to engage RVCOG and RVCOG hereby agrees to perform and carry out in a legal and proper manner, as reasonably determined by CITY, professional land use planning services requested by CITY with regard to general planning assistance and review of land use planning applications. The specific work schedule and location will be mutually determined by RVCOG and CITY, but will be confined to preparation of staff reports for land use applications in the CITY and assisting staff with land use inquiries.

2. EFFECTIVE DATE AND DURATION

- a. This AGREEMENT shall become effective on October 27, 2025, and shall continue until June 30, 2026, unless terminated by either party in writing (see Section 8 of this agreement). This agreement will renew automatically on July 1 of each year after the initial contract term, unless either party cancels in writing at least 14 days prior to the annual renewal date.

3. COMPENSATION

- a. RVCOG will invoice CITY on a monthly basis via email unless otherwise requested. CITY shall reimburse RVCOG within 30 days of receipt of invoice for costs accompanied by documents and receipts evidencing such costs and expenses.
- b. CITY will reimburse RVCOG for professional services performed for CITY by RVCOG employees for the period of this agreement for actual time spent, including travel time to CITY, at RVCOG current fee schedule as outlined in the Fee Schedule.

- c. Payment to RVCOG for all work performed under this contract shall not exceed the maximum sum of \$10,400.

4. AGREEMENT DOCUMENTS

- a. This AGREEMENT consists of this INTERGOVERNMENTAL AGREEMENT and includes the following listed exhibits (if checked) which are incorporated into this contract by reference and contain all of the terms and conditions of this AGREEMENT.

- Fee Schedule
 Standard Terms and Conditions
 Special Provisions
 Notice About Lobbying
 Invoice Template

- b. This AGREEMENT constitutes the entire agreement between the PARTIES and no other AGREEMENT for this scope of service exists between them, either stated or implied. Any amendments or changes to the provisions of this AGREEMENT shall be in writing and signed by both PARTIES.

5. CONTACTS

- a. The primary point of contact for RVCOG shall be:

Name: Ryan MacLaren, Planning Program Director
Address: PO Box 3275, Central Point, OR 97502
Phone: 541-423-1338
Email: rmaclaren@rvcog.org

- b. The primary point of contact for CITY shall be:

Name: Jeannine Curry
Address: 22451 HWY 62, ShadyCove OR 97539
Phone: 541-878-8204
Email: jcurry@shadycove.org

3. The billing contact for CITY shall be:

Name: Sierra Gradney
Address: 22451 HWY 62, ShadyCove OR 97539
Phone: 541-878-8206
Email: sgradney@shadycove.org

6. INSURANCE

- a. RVCOG shall provide to CITY, upon execution of this Agreement and prior to performing any work, a certificate of insurance meeting the requirements set forth below (Certificate).

- i. Commercial General Liability with a limit of at least \$2,000,000 per occurrence, with a \$4,000,000 annual aggregate.
 - ii. Workers' Compensation as required by applicable statutory law.
 - iii. Business Automobile Liability with a limit of at least \$1,000,000 per occurrence.
- b. All insurance coverage indicated above must be underwritten by insurers licensed to do business in the state in which RVCOG performs its services, and insurers must maintain an A.M. Best Rating of A+ or better.
 - c. CITY shall be named an "Additional Insured" under the Commercial/General Liability policy carried by RVCOG via Additional Insured Endorsement attached to the Certificate. In addition, the policy shall be endorsed to state that the coverage extended to CITY shall be primary and non-contributory with any insurance coverages maintained by CITY. The Certificate shall specify that the above policies may not be canceled, nor the coverages reduced without providing CITY thirty (30) days' prior written notice by registered mail. Renewal Certificates and endorsements must be issued immediately upon renewal of all policies.
 - d. The fulfillment of the insurance obligations shall not otherwise relieve RVCOG of any liability assumed under this Agreement, or in any way modify or limit RVCOG's obligations to indemnify CITY hereunder.

7. TERMINATION AND EXTENSION

- a. This agreement will remain in effect until terminated by either party in accordance with this Section 7.
- b. Either party may terminate this Agreement:
 - i. for any or no reason, upon thirty (30) days' prior written notice to the other party;
 - ii. upon seven (7) days' written notice, upon the other party's default of any term or condition hereof and its failure to cure same within the 7-day period; or
 - iii. if any contemplated funding from CITY is not obtained or continued at levels sufficient to allow for full performance herein, this Agreement may be modified or terminated immediately to accommodate such reduction in funds.
- c. Upon termination of this Agreement for reasons other than RVCOG's default, the CITY shall remain responsible to RVCOG for applicable fees incurred for Services performed by RVCOG prior to such termination.
- d. Such termination shall be without prejudice to any claims, obligations, or liabilities either party may have incurred prior to such termination.
- e. This AGREEMENT may be extended by:
 - i. Mutual Consent. This AGREEMENT may be extended at the end of the initial term for up to an additional three one-year terms upon mutual written consent of both parties.

8. INDEPENDENT CONTRACTOR AND RESPONSIBILITIES

- a. RVCOG is an independent contractor under this Agreement, and neither RVCOG, its subcontractors, nor its employees, are employees of CITY. RVCOG is responsible for all

federal, state, and local taxes and fees applicable to payments for services of its employees under this agreement.

- b. CITY shall administratively assist RVCOG in accomplishing the tasks identified under Scope of Services by making the payments identified in 3. COMPENSATION above; maintaining regular communication with RVCOG; helping to resolve differences that may arise between the PARTIES; and providing background information and technical support as necessary to accomplish any task assigned.
- c. CITY shall make available all applicable policies, codes, ordinances, maps, and any other information necessary to complete the Scope of Services.
- d. RVCOG agrees to keep all necessary business and professional registrations current as may be required to perform the services required under this agreement.

9. ASSIGNMENT AND SUBCONTRACTS

- a. RVCOG shall not assign this agreement or subcontract any portion of the Services without the prior written consent of CITY whose consent shall not be unreasonably withheld. Any attempted assignment or subcontract without CITY's written consent shall be void. RVCOG shall be fully responsible for the acts or omissions of any of the assigns or subcontractors and of all persons employed by them. The approval by CITY of any assignment or subcontract shall not create any contractual relation between the assignee or subcontractor and CITY.

10. NO THIRD-PARTY BENEFICIARIES

- a. RVCOG and CITY are the only parties to this AGREEMENT and are the only parties entitled to enforce its terms. Nothing in this AGREEMENT gives, is intended to give, or shall be construed to give or provide, any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this AGREEMENT.

11. COMPLIANCE WITH LAWS

- a. RVCOG shall comply with all applicable laws, ordinances, and codes of the federal, state, and local governments in its performance under this Agreement.

12. LIMITATIONS

- a. This agreement in no way restricts RVCOG or CITY from participating in similar agreements with other public or private agencies, organizations, or individuals regarding any aspect of this agreement, so long as the same do not unreasonably interfere with each PARTYS' performance herein.

13. REPORTS AND RECORDS

- b. All work produced by RVCOG while working for CITY shall be the exclusive property of CITY provided that RVCOG may obtain a copy of any public record information by paying for the reproduction costs thereof.

14. INDEMNIFICATION

- a. Subject to the limitations and conditions of the Oregon Tort Claims Act and the Oregon Constitution, each PARTY (an “indemnitor”) shall defend and indemnify each other PARTY, including its officers, agents, and employees (collectively, “Indemnitees”; individually, an “Indemnitee”), from any loss, damage, injury, claim, or demand by a third party against either party to this agreement arising from the negligent activities or willful misconduct of the Indemnitor or its officers, agents, and employees in their performance of this Agreement; provided, however, that an Indemnitor shall not be obligated to defend and indemnify and Indemnitee to the extent any loss, damage, injury, claim, or demand arises out of the Indemnitee’s negligence or willful misconduct.

15. DISCRIMINATION

- a. RVCOG agrees to maintain a non-discrimination policy or plan that does not discriminate on the basis of race, color, creed, religion, gender, national origin, age, marital status, veteran status, sexual orientation, status as a person experiencing a disability, or any other class protected by law.

16. NON-WAIVER OF RIGHTS

- a. The CITY’s right to require strict performance by RVCOG shall not be affected by any previous waiver, forbearance, or course of dealing.
- b. The failure of the CITY to enforce any provision of this Agreement shall not constitute a waiver by the CITY of that or any other provision.

17. FORCE MAJEURE

- a. Neither RVCOG nor CITY shall be held responsible for delay or default caused by fire, riot, acts of God, or war where such cause was beyond, respectively, RVCOG’s or CITY’s reasonable control. The PARTIES shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

18. SEVERABILITY

- a. The PARTIES agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

19. SURVIVAL

- a. The terms, conditions, representations, and all warranties contained in this Agreement shall survive the termination or expiration of this Agreement.

20. MERGER CLAUSE

- a. This Agreement and attached exhibits constitute the entire Agreement between the parties. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, Agreements, or representations, oral or written, not specified herein regarding this Agreement.

IN WITNESS WHEREOF, THE PARTIES OF THIS AGREEMENT HEREBY ACKNOWLEDGE THAT THEY HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS:

CITY:

Signature

Date

Name, Title

ROGUE VALLEY COUNCIL of GOVERNMENTS:

Signature

Ann Marie Alfrey, Executive Director

Date

Approved as to Legal Sufficiency (if applicable):

Signature

Date

Name, Title

FEE SCHEDULE

2025 Fee Schedule (Hourly Loaded Rates*) 07/01/2025-12/31/2025

Associate Land Use Planner	\$104.83/hr
Associate Planner/GIS Specialist	\$85.82/hr
Office Specialist III	\$59.98/hr

2026 Fee Schedule (Hourly Loaded Rates*) 01/01/2026-06/30/2026

Associate Land Use Planner	\$105.36/hr
Associate Planner/GIS Specialist	\$88.26/hr
Office Specialist III	\$60.74/hr

* Subject to annual adjustments on or about July 1 of each year this agreement is in force. Rates may also be adjusted on the first day of any month following an employee's change in status that affects total compensation. Hourly rates include travel time. CITY will also reimburse RVCOG for mileage at the current IRS rate and any supplies and material costs incurred in performing the Services.

NOTICE ABOUT LOBBYING

- a. By signing this Agreement, RVCOG and CITY certify, to the best of their knowledge and belief that:
- a. No federal appropriated funds have been paid or will be paid, by or on behalf of RVCOG, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this agreement, contract, grant, loan or cooperative agreement, RVCOG shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - c. RVCOG shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
 - i. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite to for making or entering into this Agreement imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - ii. No part of any federal funds paid to RVCOG under this Agreement shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.
 - iii. No part of any federal funds paid to RVCOG under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature, or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local, or tribal government in policymaking and administrative processes within the executive branch of that government.
 - iv. The prohibitions in subsections (v.) and (vi.) of this Section shall include any activity to advocate or promote any proposed, pending, or future Federal, state, or local tax increase, or any proposed, pending, or future requirement or restriction on any legal Consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
 - v. No part of any federal funds paid to RVCOG under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule

I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

To: City of Shady Cove City Council
Date: September 17, 2025
Subject: Appeal regarding Public Safety Surcharge on 33 James Place

Dear City Council,

Recently, the City sent out updated sewer bills that reflected the "new" sewer and public safety rates.

Historically, we have been charged rates for a single residential unit. With this new bill however, we are now being charged as a multi-family unit (2 units): \$86.64 sewer; \$58 public safety (ref Attachment 1).

I am working with RVSS on the sewer rate; this appeal is to the City for the Public Safety Surcharge.

Claim: My residential home has a separate structure that contains an RV garage, a woodshop, a guest bedroom (approx. 225 square feet) and a bathroom. This structure has no kitchen facility. The guest bedroom is a single room with a bed, desk and dresser. There is no countertop, no refrigerator, no cooktop, and no eating area (ref Attachment 2). This room is for family use only, and has never been rented. As such, it does not qualify for a second Public Safety Surcharge.

Justification: Per Ordinance 299 (ref Attachment 3), the public safety surcharge is applied to each residential unit, the definitions of which are as follows:

Residential Unit. A residential structure that provides complete living facilities for one or more persons including, but not limited to, permanent provisions for living, sleeping, and sanitation. A home business in a residential zone will be regarded only as a residential unit, and not as a non-residential unit. An Ancillary Unit on a single-family parcel shall be considered as a separate residential unit for purposes of assessment of the surcharge. Multi-family residential property consisting of two or more dwelling units, condominium units or individual mobile home units will have each unit considered as a separate residential unit.

Accessory Dwelling Unit (ADU) or Ancillary Unit: A second dwelling unit created on a lot with a house, attached house, or manufactured home. The second unit is created auxiliary to, and is always smaller than the house, attached house, or manufactured home.

Per the Shady Cove Municipal Code, chapter 154.006:

ACCESSORY DWELLING. An interior, attached sharing a common wall or heated space, or detached residential structure with permanently installed cook top and oven that is used in connection with, or that is accessory to, a single-family dwelling.

DWELLING UNIT (D.U.). Any building or portion thereof which contains living facilities, including provisions for sleeping, eating, cooking and sanitation for not more than one family.

GUEST HOUSE. A building or structure, without a kitchen, not more than 800 square feet appurtenant to, a primary single-family dwelling unit, and that is intended for the lodging of guests. A *GUEST HOUSE* shall be utilized solely for the lodging of residential guests and shall not be rented or otherwise managed for income purposes.

GUEST ROOM. Any room or rooms within a dwelling unit that is used or intended to be used for the lodging of residential guests, as defined, and not including a separate kitchen area or kitchen facilities in addition to those already available in the primary dwelling unit.

Per Shady Cove Municipal Code, Chapter 154.281 Accessory Dwelling Unit Standards, Paragraph (H):

(H) Each dwelling unit shall have a separate address.

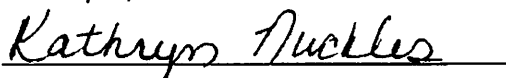
Conclusion: By virtue of the above, our detached, kitchen-less guest quarters is:

- NOT a Residential Unit as defined by Ordinance 299 because it does not provide complete living facilities;
- NOT an Accessory Dwelling Unit as defined by Ordinance 299 and the Shady Cove Municipal Code because it does not have a separate address, nor does it have a kitchen.
- NOT a Dwelling Unit because it does not have eating and cooking facilities.

Rather, our kitchen-less guest quarters is best defined as a private "Guest House" which is not subject to the Public Safety Surcharge per Ordinance 299.

If Council agrees with this claim, please have my sewer bill adjusted accordingly, and refund the overcharged Public Safety Surcharges paid.

Thank you,





Kathryn & Steve Nuckles
33 James Place, Shady Cove, OR 97539
Phone: 805-208-7777

**ATTACHMENT 1:
33 James Pl Sewer Bill Info**



ROGUE VALLEY
SEWER SERVICES
CLEAN WATER · HEALTHY COMMUNITIES

June 18, 2025
NUCKLES STEPHEN OTIS TRUSTEE
33 JAMES PL
SHADY COVE, OR 97539

RE: Sewer Billing in Shady Cove

Rogue Valley Sewer Services provides sewer to the City of Shady Cove. Billing for this is done through the City.

We have recently updated the method for calculating sewer service charges. RV parks will be billed based on a flat rate per space, multi-family residential uses will be billed at a flat rate per unit, and all other non-residential uses will be based on a flat rate per account and a “residential equivalent” rate based on the residential equivalency of your property.

Starting July 1, 2025 the rates will be as follows:

Single Family Residential:	\$53.50 per month
Multi-Family Residential:	\$43.32 per month
RV Parks:	\$28.37 per space
Other non-residential	\$30.00 per account
	Plus \$20.70 per residential equivalent.

The minimum charge for all accounts is \$53.50 per month.

Your property has been classified as a Multi-Family Residential use with 2.00

Your monthly sewer bill will be 86.64

Bills for July service will be sent in August. If you have any questions about this rate calculation or sewer service in general, please call me at 541-664-6300.

Sincerely,

Carl Tappert, PE
Manager



PORTLAND OR PDIC 972
 CITY OF SHADY COVE
 P.O. BOX 1210 • SHADY COVE, OR 97539
 29 AUG 2025 PM 6 L

ADDRESS SERVICE
 REQUESTED

PRE-SORTED
 FIRST CLASS
 U.S. POSTAGE
 P A I D
 SHADY COVE, OR 97539
 Permit No. 2

Balances owing after sixty days will be assessed a \$10.00 Late Fee
 or 1.5% whichever is greater.

Service Address 33 James PI

BILLING PERIOD 08/01/2025 TO 08/31/2025
 PLEASE RETURN THIS PORTION WITH PAYMENT
 BILLING DATE 08/31/2025

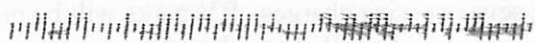
BILLING DATE	DATE DUE	ACCOUNT NUMBER
08/31/2025	09/15/2025	1202.01
CHARGE	AMOUNT	

ACCOUNT NUMBER	BALANCE DUE
1202.01	144.64

*sewer = \$106.44
 Safety = \$38.00*

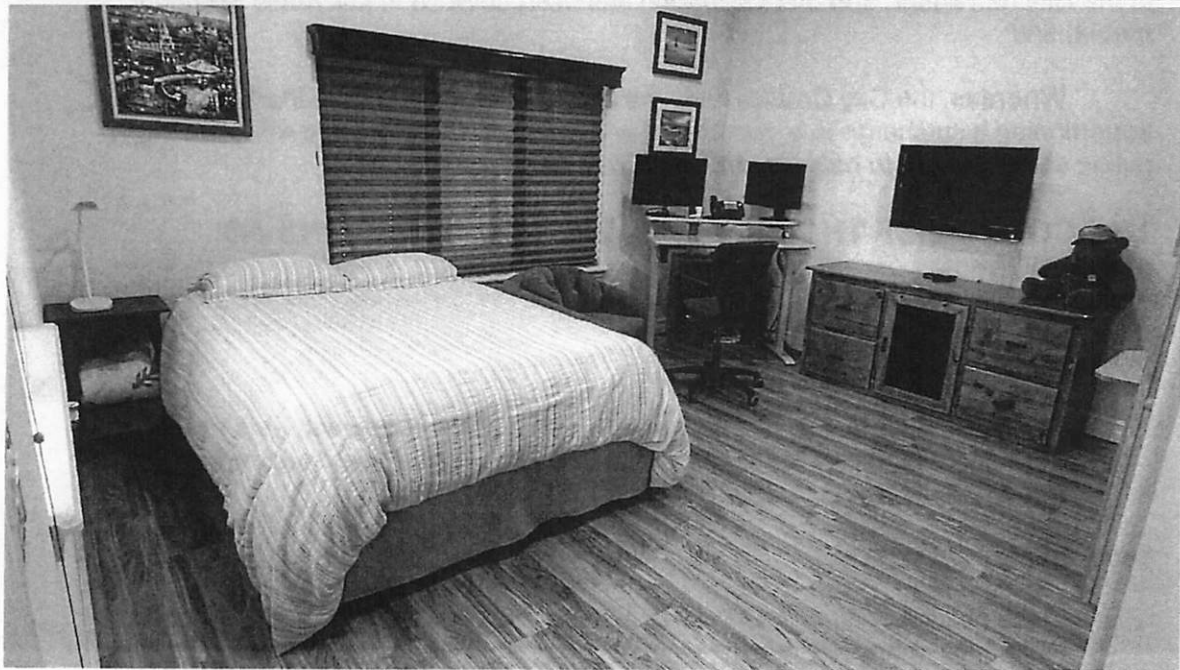
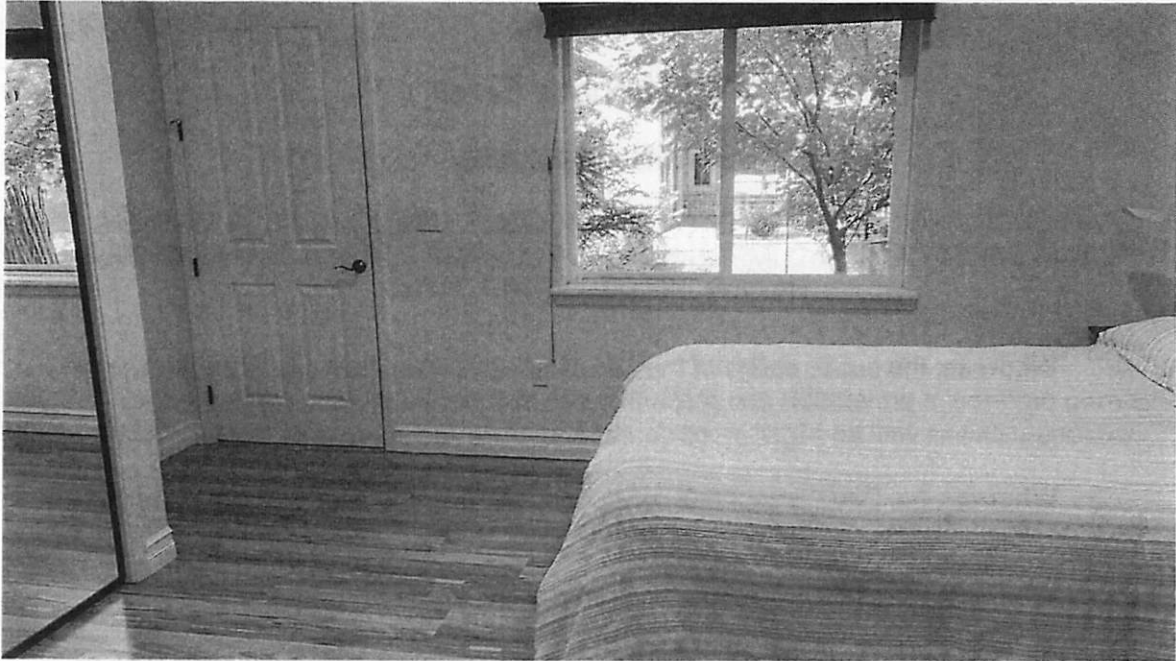
If you would like to pay
 your bill online please go
 to ShadyCove.org and click
 on Xpress Billpay

Steve & Kathryn Nuckles
 33 James Place
 Shady Cove OR 97539



[Faint, mostly illegible text from the reverse side of the bill, including a notice about sewer service and property classification.]

ATTACHMENT 2: 33 James Pl Guest Quarters



City of Shady Cove

Ordinance No. 299

AN ORDINANCE OF THE CITY OF SHADY COVE, OREGON ESTABLISHING A PUBLIC SAFETY ACT AND IMPOSING A SURCHARGE FOR POLICE FUNDING and REPEALING ORDINANCE # 264.

Whereas, the public safety of the City of Shady Cove, if not managed through a strong program of prevention and response, can deteriorate causing serious safety consequences as well as blight in residential and commercial areas of the City; and

Whereas, the City Council has concluded that assuring public safety, through well-functioning Law Enforcement, is a priority need; and

Whereas, the City Council has consistently set a goal of adequate funding for Law Enforcement and has held public discussion on this issue during Council meetings, in the City newsletter, and this discussion has been covered in electronic and print media; and

Whereas, the City Council finds the Public Safety Act and methodology of apportioning a surcharge is a reasonable and rational way to provide a functioning public safety system to help keep Shady Cove safe.

THE COUNCIL OF THE CITY OF SHADY COVE ORDAINS AS FOLLOWS:

Public Safety Act

The Public Safety Act, attached hereto as Exhibit A is adopted as a means of providing adequate Law Enforcement and public safety services throughout the City of Shady Cove.

Severability

In the event any section, subsection, paragraph, sentence or phrase of this Ordinance of any administrative policy adopted herein is determined by a court of competent jurisdiction to be invalid or unenforceable, the validity of the remainder of the Ordinance shall continue to be effective.

Classification

The fees and charges herein are not intended to be taxes, nor are they subject to the property tax limitations of Article XI, Section 11(b) of the Oregon Constitution.

Repeal:

This ordinance does hereby repeal Ordinance 264.

ADOPTED by the City Council of the City of Shady Cove, this _____ day
of _____, 2021. Effective January 1, 2022.

Approved:

Attest:

Shari Tarvin
Mayor

Thomas J. Corrigan
City Administrator

Council vote:

Mayor Tarvin _____
Councilor McGregor _____
Councilor Nuckles _____
Councilor Evertt _____
Councilor Murders _____

Exhibit "A"

PUBLIC SAFETY ACT

- Section 1: Title
- Section 2: Purpose and intent
- Section 3: Definitions
- Section 4: Imposition of public safety surcharge
- Section 5: Dedication of funds
- Section 6: Collection
- Section 7: Program administration
- Section 8: Appeal process
- Section 9: Enforcement

Section 1: Title.

Ordinance No. 262 shall be known as the Public Safety Act.

Section 2: Purpose and Intent.

1. The principal purpose of this Public Safety Act is to safeguard, facilitate and encourage the health, safety, and welfare of the citizens and businesses of the City. The Council finds that a continuous and consistent Public Safety program provides important economic and social benefits to the public, including, but not limited to:
 - (a) Increased police protection;
 - (b) Prevention of crime;
 - (c) Enhanced protection of property;
 - (d) Improved response to disaster situations;
 - (e) Promotion of business and industry; and
 - (f) Promotion of community spirit and growth.

2. It is the intent of this act to provide a funding mechanism to help pay for the benefits conferred on city residents and businesses by the provision of an adequate program of public safety and to help augment the Law Enforcement to service levels desired by the public.
3. The Public Safety Act is intended to be a surcharge for service within the City limits. However, it is not intended to provide full funding for Law Enforcement. In the event that Public Safety surcharge revenues collected are insufficient to properly operate Law Enforcement, additional funding may be allocated by the City Council from other non-dedicated City funds; provided, however, the City Council may direct the reimbursement to such other non-dedicated City funds if additional Public Safety surcharge revenues are collected.

Section 3: Definitions.

The following definitions shall apply unless the context clearly indicates or requires a different meaning.

<i>Accessory Dwelling Unit (ADU) or Ancillary Unit:</i>	A second dwelling unit created on a lot with a house, attached house, or manufactured home. The second unit is created auxiliary to, and is always smaller than the house, attached house, or manufactured home.
<i>Apartment House:</i>	Any building or portion thereof that contains three or more individual dwelling units, regardless of the ownership arrangement.
Developed Property.	A parcel or portion of real property on which one or more improvements exist. Improvements on developed property includes, but is not limited to, buildings, utilities infrastructure (whether operating or not), parking facilities, and outside storage of any kind or nature.
<i>Hotel/Motel:</i>	A part of a structure that is occupied or designed for occupancy by transients for lodging or sleeping, including a hotel, inn, tourist home or house, a bed and breakfast, motel studio hotel, bachelor hotel, lodging house, rooming house, dormitory, public or private club (that provides lodging), trailer or recreational vehicles providing transient housing.
<i>Mobile Home Park:</i>	Any lot on which two (2) or more mobile homes are located and being used for residential purposes, other than as an approved "guest house," and where the primary purpose of the property owner is to rent or lease the spaces and related

or necessary facilities to the owners or occupants of the mobile homes, or to offer same in exchange for trade of services. Each space within the mobile home park is determined to represent a unit for assessment of the surcharge.

Non-Residential Unit.

A use of property that is primarily not for personal, domestic accommodation, such as a business or commercial enterprise. A non-residential structure that provides facilities for one (1) or more businesses including, but not limited to, permanent provisions for access to the public, shall have each distinct business facility considered as a separate non-residential unit. The conducting of a business or businesses at two (2) or more locations shall, for the purposes of this chapter, be deemed to be separate businesses and each thereof shall be subject to the surcharge provided for in this chapter. If two or more differently classified but otherwise related businesses are carried on in the same premises by the same owners, then the business shall be considered one non-residential unit; provided however, any business activity leased under concession to or owned, wholly or in part, by a different person or persons on the same premises shall be considered a separate non-residential unit. In determining whether different activities on the same premises are related to the primary use within the meaning of this section, normal and ordinary customs and usages of businesses of like nature shall be considered. -A mobile business such as a food concession or a carnival shall be considered a non-residential unit, and shall be assessed a surcharge for each month during which the mobile business carries on business in the City of Shady Cove for one or more days during the month. Food concessions operated by non-profit organizations in conjunction with sports, recreation, entertainment or similar one-time or seasonal events shall not be considered a non-residential unit, provided any excess of earnings over expenses is used solely to benefit the non-profit organization.

In addition to a single unit charge per business, an additional surcharge shall be required based on the number of employees as reported in the Business License registration. Each increment of ten (10) employees shall constitute one (1) unit for the assessment of the surcharge. Business License registration shall be reviewed annually in March to determine if there have been any changes to the number of

employees. Adjustments shall be made as required to comply with this ordinance.

Person. A natural person, unincorporated association; tenancy in common, partnership, corporation, limited liability company, cooperative, trust, any governmental agency, including the State of Oregon, but excluding the City of Shady Cove, and other entity in law or in fact. The singular includes the plural as the context requires.

~~Public Safety Committee~~ ~~A Committee of at least three individuals, appointed by the City Council. The Committee is responsible for administering the appeal process under Section 8 of this Ordinance.~~

Recreational Vehicle Park or Campground. An area designated to accommodate recreational vehicles and/or tent campers and provide related and needed facilities and services

Residential Unit. A residential structure that provides complete living facilities for one or more persons including, but not limited to, permanent provisions for living, sleeping, and sanitation. A home business in a residential zone will be regarded only as a residential unit, and not as a non-residential unit. An Ancillary Unit on a single-family parcel shall be considered as a separate residential unit for purposes of assessment of the surcharge. Multi-family residential property consisting of two or more dwelling units, condominium units or individual mobile home units will have each unit considered as a separate residential unit.

Responsible Party. The person or persons owing the Public Safety surcharge. Two or more persons may be jointly and severally liable for payment of the surcharge.

Transient. Any person who exercises use in a transient lodging facility by reason of concession, permit, right of access, license or other agreement for a period of fewer than thirty (30) consecutive calendar days, counting portions of calendar days as full days.

Transient Lodging. A hotel, motel, vacation rental, bed and breakfast or other unit that is designed for rental for temporary overnight human occupancy. A business that includes spaces

designed for parking recreational vehicles during periods of human occupancy of those vehicles for fewer than thirty (30) days. Transient lodging that serves as a residential use in excess of thirty (30) or more days shall be considered as a residential unit and not transient lodging.

Undeveloped Property. Land without improvements.

Section 4: Imposition of Public Safety Surcharge.

1. There is hereby created a Public Safety surcharge to accomplish the purposes described in this ordinance.
2. There is hereby imposed upon the responsible party or parties for each developed property in the City limits a surcharge for twenty-one dollars (\$21.00 per month) for each residential unit and each non-residential unit on that property. Billing shall be as a line item on the City's utility bill unless otherwise specified.
3. Except as the fees may be reduced or eliminated under as set forth in Section 8 of this Ordinance, the obligation to pay a Public Safety surcharge arises when a person responsible uses or otherwise benefits from Public Safety services. It is presumed that Public Safety services are used, and that a benefit arises, whenever the subject real property is a ~~developed~~ property within the City limits.
4. All ~~developed~~ properties within the City limits, regardless of whether they are occupied or unoccupied, shall be charged the Public Safety surcharge unless specified otherwise in this Ordinance.
5. Undeveloped properties shall be charged a Public Safety Fee at the rate of 50% of the single non-residential unit public safety fee. ~~not be charged a Public Safety surcharge.~~
6. Annually, as part of the budget review process, a determination shall be made by the City Council as to whether a modification in the surcharge would be appropriate. Modification to the surcharge shall be by ordinance and fees shall be set by Resolution.

Modification shall include a review at least once every two years to allow for an adjustment based upon the Consumer Price Index.
7. Although this ordinance refers to "units" as a basis for calculating surcharges, the surcharge does not in any way create an *in rem* obligation in respect of the property. Units instead serve merely as a basis for measurement to determine the total amount of the surcharge. The obligation to pay the surcharge is a personal obligation of the responsible party.

Section 5: Dedication of Funds.

All Public Safety surcharge revenues derived shall be distinctly and clearly noted in both the revenue and expenditure sections of the City budget and shall be used exclusively for the improvement, maintenance, administration and operation of Law Enforcement and costs incidental thereto and for no other purpose in order to help provide for a safer, more effective and better functioning Public Safety program.

The surcharge paid and collected under this ordinance shall not be used for general or other governmental or proprietary purposes of the City, except that the City may pay for the equitable share of the cost of accounting, management and government that is attributable to the fund, which shall not exceed five percent (5%) of the gross revenues of the fund during any fiscal year.

Section 6: Collection.

1. Public Safety surcharges shall be collected monthly. Statements for the surcharge shall be included as an additional item on the City monthly utility billing wherever feasible, unless otherwise specified.
2. Unless another person responsible has agreed in writing to pay, and a copy of that writing is filed with the City, the person responsible for paying the City's sewer utility charge is responsible for paying the Public Safety surcharge, if the property is located within the City limits.
3. ~~In the event a property is not served by a sewer hook-up, or if sewer service is disconnected, the Public Safety surcharge shall be paid by the person having the right to occupy the property.~~
4. ~~Upon request for sewer service, a building permit, or the occupancy of an unserved building the property will automatically be subject to the Public Safety surcharge and billed at the appropriate rate.~~
5. ~~At the time a building permit is issued, a previously undeveloped property will be subject to the Public Safety surcharge and billed at the appropriate rate.~~
6. The imposition of surcharges shall be calculated on the basis of the number of residential or nonresidential units supported, without regard to the number of sewer connections serving that property, and without regard to whether the units are occupied or not occupied.
7. Late charges in the amount of \$5 per month shall be attached to any Public Safety surcharges not received within 30 days of billing.

8. Notwithstanding the above, if the Public Safety surcharge is not paid for a period of three months, the surcharge, with any attendant late fees shall be imposed on the responsible party.
9. The obligation to pay the Public Safety surcharge is assessed to the property and shall run with the land. Any unpaid assessments will be the responsibility of any subsequent owners. New utility services will be dependent on a paid account regardless of whether a subsequent owner inherited a delinquency.

Section 7: Program Administration.

1. Except as provided below, the City Administrator shall be responsible for the administration and collection of fees under this Ordinance.
2. The City Administrator is authorized and directed to review the operation of this Ordinance and, where appropriate, recommend changes thereto in the form of administrative procedures for adoption by the City Council by resolution. Such procedures if adopted by the Council shall be given full force and effect, and unless clearly inconsistent with this Ordinance shall apply uniformly throughout the City.

Section 8: Appeal Process.

1. A Public Safety surcharge may be appealed for change or relief in accordance with the following criteria.
 - (a) Classification of Property. Any responsible party who disputes any interpretation given by the City as to property classification may appeal such interpretation. If the appeal is successful, appropriate relief will be granted. In such instances, reimbursement will be given for any overpayment, retroactive to the filing date of the appeal. Factors to be taken into consideration include, but are not limited to availability of more accurate information; equity relative to billing classifications assigned to other developments of a similar nature; changed circumstances; and situations uniquely affecting the party filing the appeal.
 - (b) ~~Financial Hardship.~~ Any responsible party may claim a financial hardship. The City will determine financial hardship based on established guidelines. Any relief will be secondary to all other financial resources available to the responsible party. To be presumptively eligible for relief, the responsible party's total household assets must not exceed fifteen thousand dollars (\$15,000.00), and the responsible party's gross household income must not be more than the Federal Poverty Level. The City may request verification of income from all parties living in the household, including, but not limited to W-2 employment wage forms, social security or pension income, nontaxable interest income, payroll stubs, and tax returns. The

~~City may also request verification of assets, including, but not limited to bank statements, mortgage statements, and other information useful to the City to determine net assets.~~

2. An application for appeal shall state the reason(s) for appeal, and must include supporting documentation to justify the requested change or relief. An application will not be deemed complete until all information requested by the City has been provided. During the appeal, payment of the fee shall be deferred.
3. Application for appeal shall state the reason for appeal, identifying any alleged error and be supported by documentation justifying the requested change or relief. The responsible person shall have the burden of proof to establish a change in the billing rate is appropriate.
4. ~~The Shady Cove City Council shall hear all appeals within 60 days of the receipt of written appeal. The Public Safety Committee shall be responsible for determining appeals. If the Public Safety Committee decides information provided through the appeal process justifies a change, the Public Safety Committee may authorize this change (up or down) retroactive to the date the appeal was filed.~~
5. ~~The Public Safety Committee shall make all reasonable attempts to mediate a resolution or otherwise resolve appeals utilizing available existing information, including supporting documentation filed with the appeal, within 30 days of the date the appeal was filed. If, however, more detailed site specific information is necessary, the Public Safety Committee may request the applicant provide information.~~
6. ~~In any event, the Public Safety Committee shall submit a report to the City Council within 90 days of the date the appeal was filed explaining the disposition of the appeal, along with the rationale and supporting documentation for the decision reached.~~
7. ~~Decisions of the Public Safety Committee may be further appealed to the City Council, and shall be heard at a public meeting. Upon such further appeal, the City Council shall at its first regular meeting thereafter set a hearing date. The matter shall be heard solely upon the record. In no event shall a final decision be made later than 90 days after the matter was formally appealed to the City Council.~~
8. Appeals filed within 120 days of the date of imposition of the surcharge under this Ordinance shall not be subject to paying a filing fee. After this 120-day period, the initial filing fee for an appeal shall be \$50. An additional \$50 fee is required for further appeal to the City Council. These fees are fully refundable should the appellant adequately justify and secure the requested change or relief.

Section 9: Enforcement.

1. In the event funds received from City utility billings are inadequate to satisfy in full all of the sewer and Public Safety charges, credit shall be given first to the Public Safety surcharge and second to the sewer services charge.
2. In addition to other lawful enforcement procedures, the City may enforce the collection of charges required by this Ordinance by disconnection of sewer service to any premises where Public Safety surcharges are delinquent or unpaid or other means as determined practical by Rogue Valley Sewer Services.
3. Notwithstanding any provision herein to the contrary, the City may institute any necessary legal proceedings to enforce the provisions of this Ordinance, including but not limited to injunctive relief and collection of charges owing. The City's enforcement rights shall be cumulative.

City of Shady Cove
Resolution 25-11

**A RESOLUTION DISCONTINUING THE COMMUNITY SAFETY OFFICER (CSO) POSITION
EFFECTIVE JULY 1, 2025, DUE TO UNSUSTAINABLE COSTS**

WHEREAS, the City of Shady Cove has entered into an agreement with the Jackson County Sheriff's Office to provide a part-time Community Safety Deputy (CSO) to support localized public safety efforts; and

WHEREAS, the total cost to the City for this position is \$73,733 annually for salary and approximately \$19,064 for patrol vehicle, uniform, equipment, and supplies, totaling approximately \$92,797 per year; and

WHEREAS, the City Council has reviewed the fiscal impact of continuing the CSO contract and determined that the cost is unsustainable given the City's current and projected financial resources; and

WHEREAS, the City remains committed to maintaining essential public safety services through its continued partnership with the Jackson County Sheriff's Office under its primary law enforcement contract;

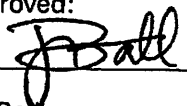
The City Council of the City of Shady Cove Resolves as follows:

1. Effective July 1, 2025, the City of Shady Cove will no longer elect to fund the CSO with the Jackson County Sheriff's Office.
2. The CSO position will be discontinued, and no further allocations will be made for associated salary, vehicle, uniform, equipment, or supply expenses in the Fiscal Year 2025-2026 budget and beyond.
3. The City Administrator is directed to notify the Jackson County Sheriff's Office and making all necessary administrative and budgetary adjustments to reflect this change.

Effective Date: This Resolution shall be effective on July 1, 2025, for Fiscal Year 2025-2026.

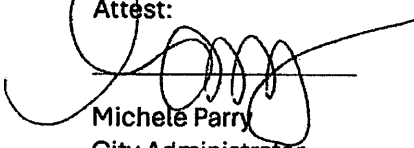
Adopted by the City Council of the City of Shady Cove this 5 day of June 2025.

Approved:



Jon Ball
Mayor

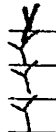
Attest:



Michele Parry
City Administrator

Council Vote:

Mayor Ball
Councilor Nuckles
Councilor Winfrey
Councilor Mitchell



City of Shady Cove
Resolution 25-12

**A RESOLUTION DISCONTINUING THE MONTHLY COMMUNITY SAFETY OFFICER FEE
AND INCREASING THE MONTHLY PUBLIC SAFETY FEE WITH AN ANNUAL
ADJUSTMENT BASED ON THE NATIONAL INFLATION INDEX**

WHEREAS, the City of Shady Cove currently assesses a monthly \$3.00 Community Safety Officer Fee per utility account; and

WHEREAS, the City Council has determined it is in the best interest of the City to discontinue collection of the Community Safety Officer Fee; and

WHEREAS, the City of Shady Cove currently assesses a monthly Public Safety Fee of \$18.00 per utility account to support law enforcement services; and

WHEREAS, due to rising costs associated with public safety services, the City Council finds it necessary to increase the Public Safety Fee and implement a sustainable annual adjustment tied to inflation;

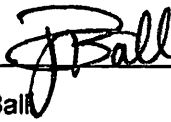
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHADY COVE, OREGON, AS FOLLOWS:

1. Effective June 30, 2025, the \$3.00 Community Safety Officer Fee shall be discontinued and no longer collected.
2. Effective July 1, 2025, the Public Safety Fee shall be increased from \$18.00 to \$29.00 per month per utility account.
3. Beginning July 1, 2026, and annually thereafter, the Public Safety Fee shall automatically adjust based on the annual national inflation index, as determined by the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, published by the U.S. Bureau of Labor Statistics. The adjustment shall be applied each July 1 based on the most recent 12-month CPI-U data available as of April of that year.
4. The City Administrator is directed to update the Master Fee Schedule and implementing these changes in the utility billing system accordingly.

Effective Date: This Resolution shall be effective on July 1, 2025, for Fiscal Year 2025-2026.

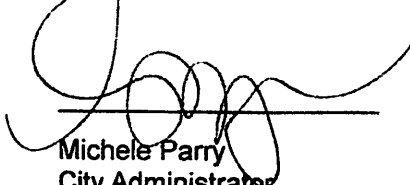
Adopted by the City Council of the City of Shady Cove this 5 day of June 2025.

Approved:



Jon Ball
Mayor

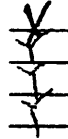
Attest:



Michele Parry
City Administrator

Council Vote:

Mayor Ball
Councilor Nuckles
Councilor Winfrey
Councilor Mitchell



**SHADY COVE FRANCHISE AGREEMENT
AMMENDMENT #2**

THE PARTIES undersigned, the City of Shady Cove (City) and ROGUE VALLEY SEWER SERVICES (RVSS), entered into a Sewer District Franchise Agreement dated October 16, 2018.

Said agreement included a provision requiring the City to provide billing services for RVSS within the City of Shady Cove.

In exchange for billing services, RVSS would compensate the City a total of \$50,000 per year, which would be increased by a maximum of 3% per year.

During fiscal year 2023-2024 the City did not collect the proper amount of sewer revenue, resulting in an underpayment to RVSS.

The compensation for billing services has never been increased, resulting in an underpayment to the City.

The City and RVSS do hereby agree that the underpayments to both parties are equivalent and acknowledge that it is in the best interests of both parties to amend the agreement as follows:

Section 18. **City Billing Services:** This section shall be amended to read as follows:

The City will continue to provide billing services for RVSS for all customers for sewer service. All proceeds received for supplying sewer service shall be paid over to RVSS by the 10th of the month following receipt. RVSS shall remit back to City the franchise portion(s) thereof within 30 days of receipt from City.

RVSS shall pay City as compensation for billing services as follows:

Fifty thousand dollars (\$50,000) on or before October 15, 2024.

Fifty five thousand dollars (\$55,000) on or before October 15, 2025.

On or before October 15 of each year thereafter for said billing services. Said sum shall be automatically increased each year by three percent (3%) per year.


RVSS shall pay to City a sum equal to the amount of the debt service payments on Sewer Bond #1 (see Section 19). Payment will be made a within 10 days of notification by the City that payment is due.

Delinquent Accounts: The City shall certify all accounts that are 60 days past due or more to the Jackson County Assessor annually in accordance with ORS 454.225. The City shall provide RVSS with a copy of the certification list submitted to the Jackson County Assessor.

Proceeds from accounts certified to the County shall be paid to RVSS in the same manner as other sewer billing proceeds.

Except as amended herein said agreement shall continue in effect.

Dated this 5th day of September, 2024



Jon Ball, Mayor, Shady Cove

Kay Harrison
Board Chair
Rogue Valley Sewer Services