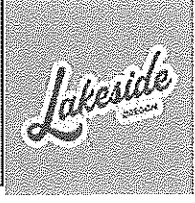


PUBLIC NOTICE
CITY COUNCIL REGULAR MONTHLY MEETING AGENDA
THURSDAY MAY 9, 2024 @ 6:00 pm.
CITY COUNCIL CHAMBERS, 915 NORTH LAKE ROAD,
LAKESIDE, OR.



"The Mission of the City of Lakeside is to serve the citizens of our community with responsibility, transparency, integrity, and dedication".

The City of Lakeside, to extent reasonably possible, will make all meetings accessible remotely and provide the opportunity for citizens to submit oral testimony during the meeting and written testimony by emailing manager@cityoflakeside.org by 4:00 p.m. on the day of each regularly scheduled council meeting.

Zoom call in information: Meeting ID: 444-313-9923 Numeric Password: 611328
Regular phone users should dial into zoom at 408-638-0968

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Citizens Comments – *Visitor Comments are the opportunity for the community to present information or speak on any issue. Comments are limited to three minutes for each person. The Mayor may reduce the time limit per speaker depending on the number of speakers. Online participants will be on mute with the exception of the allotted three minutes. Visitors may state their comments and should not expect the Council to engage in back-and-forth dialogue regarding the comments.*
5. Consent Agenda: *Routine items of business that require a vote but are not expected to require a discussion by the Council are placed on the Consent Calendar and voted upon as one item. In the event a Councilor requests an item be discussed, it will be removed from the Consent Calendar and placed under General Business.*
6. Work session Minutes April 8, 2024
Meeting Minutes April 11, 2024
Special Meeting Minutes April 23, 2024
Finance Report
7. Citizen Concern-Logging Issues at the end of Woodland Road
8. City Recorder/Manager Contract Expiration Date
9. Awarding Bid for 8th Street Manhole Project
10. Resolution 24-02 Authorizing Check Signers on behalf of City of Lakeside
11. Resolution 24-03 Authorization of Signers for ARPA Grant Funds for WWTP Phase One
12. Resolution 24-04 Moving \$1,000 with in Fund 7 from Contingency to Debt Service

13. Resolution 24-05 Authorization of Agreement for Services for Fireworks Barge and Insurance Coverage
14. Authorization to hire a City Clerk
15. Code Enforcement Implementation Plans
16. Reports from Councilors who attended League of Oregon Cities Spring Conference
17. Lakeside District, Board and Committee Reports:
 - a. Airport;
 - b. Watershed: Councilor Miller
 - c. Water District;
 - d. Tenmile Lake Association;
 - e. Fire District: Council President Pointer
 - f. Lakeside Business Owners; Councilor Hand
18. City Manager Report:
19. Mayor & Council Comments
20. Calendar Dates Check
21. Adjourn- Next meeting: June 13, 2024

The above meeting is open to the public. The Lakeside City Hall is handicapped-accessible. Lakeside is an Affirmative Action/Equal Opportunity Employer and complies with Section 804 of the Rehabilitation Act of 1973. All City Council Meetings are recorded and kept on audio media.

Ordinance Enforcement Process Pre 2014

- I. It is critical that the City Recorder/Manager enforcing city ordinances, and City Council have a clear understanding of the ordinance to be enforced. he or she, must be able to interpret the elements of the ordinance in order to enforce it lawfully. Ordinances must be enforced consistently and fairly.
- II. First step is to have a system in place for investigating and disposition for complaints of alleged violations, which lay the foundation for court if necessary.
- III. Past system used was: Once a written complaint was received a case number was assigned and file started. The City Recorder/Manager or a designated city employee familiar with code enforcement, would drive by and visit the site. This is where you do your fact finding, without contacting the alleged violator. Do a visual assessment from the street or from the complaining party's property with permission. Take photos to document observed violations defined in the Nuisance Code or any Zoning violations.

Example: Upon arriving at location, you can plainly observe the following, automobiles in various conditions parked in the right-of-way. Some of the cars may be currently licensed, some may be operational, many appear not to be operational (visibly missing parts, Utility trailer containing car parts, engines, junk metal cans. Construction of building w/o permits etc. according to City Code Chapter 93 Nuisances, 93.01 Definitions: Dismantled means, inoperative without the additions of vital parts or mechanisms and the application of substantial amount of labor to effect repair. Neglected or Discarded vehicle and all other definitions for the ordinance as defined.

If you review the City Code and apply it to what is visible on site, the city fact finder can establish probable cause that this complaint is a valid complaint and the the owner of the property is in violation of City Code Chapter 93 Sections 93.04(f) 93.05(B)(C)(1-a-b&c) 93.05(C)(1)and 93.06. 94.04 Right-Of-Way 94.10 City Permission Requirement.

(1) In addition to the nuisance specifically enumerated in this ordinance, every other thing, substance or act that is determined by the council to be injurious or detrimental to the public health, safety or welfare of the city is declared a nuisance and may be abated as provided in this ordinance.

Section 7. Abatement Procedure

7.7.010 Notice. On determination by the council that a nuisance exists, the council shall cause a notice to be posted on the premises or at the site of the nuisance, directing the person responsible to abate the nuisance.

(1) At the time of posting, the city recorder shall cause a copy of the notice to be forwarded by registered or certified mail to the person responsible at the person's last known address.

(2) The notice to abate shall contain:

a. A description of the real property, by street address or otherwise, on which the nuisance exists.

b. A direction to abate the nuisance within 10 days from the date of the notice.

c. A description of the nuisance.

d. A statement that, unless the nuisance is removed, the city may abate the nuisance and the cost of abatement will be charged to the person responsible.

e. A statement that failure to abate a nuisance may warrant imposition of fine.

f. A statement that the person responsible may protest the order to abate by giving notice to the city recorder within 10 days from the date of the notice.

g. A statement that the city will destroy, sell, auction, or do whatever means it takes to be reimbursed for abatement and administrative costs. The owner or person responsible for the nuisance causing such abatement can retain the property within 10 days if they pay all fees associated with the abatement.

(3) If the person responsible is not the owner, an additional notice shall be sent to the owner, stating that the cost of abatement not paid by the person responsible may be assessed to and become a lien on the property.

(4) Upon completion of the posting and mailing, the persons posting and mailing shall execute and file certificates stating the date and place of the mailing and posting.

(5) An error in the name or address of the person responsible shall not make the notice void, and in such case the posted notice shall be sufficient.

Section 8. Abatement by the Person Responsible

8.8.010 Abatement by the Person Responsible. Within 10 days after the posting and mailing of notice as provided in Section 7, the person responsible shall remove the nuisance or show that no nuisance exists.

(1) A person responsible, protesting that no nuisance exists, shall file a written statement that specifies the basis for the protest with the city recorder.

VOTE: Motion carried with an affirmative vote by Rod Schilling, Clark Anderson, Elaine Armstrong, Mack Eubanks, Chrysta Swift and Rudy Sherych.

OLD BUSINESS (continued):

5. Nuisance complaint 2157 North Lake Road: No response to the letter that was sent; today was the deadline. Charlie Hill was instructed to follow-up on that.
6. Request for \$50 Calendar Ad to support the citizen's patrol: This request has been withdrawn. The calendar has been cancelled for this year.
7. Nuisance complaint 170 N. 6th St.:

MOTION: Mack Eubanks moved to declare 170 N. 6th street a nuisance.

SECOND: Chrysta Swift

VOTE: Motion carried with an affirmative vote by Rod Schilling, Clark Anderson, Elaine Armstrong, Mack Eubanks, Chrysta Swift and Rudy Sherych.

8. Nuisance complaint 140 S 5th Street: Resolved.
9. Committee to Evaluate Resolution 98-1: See Committee Reports.
10. Sale of the Sewer Line Cleaning Machine (accept bid) and (award bid):

MOTION: Mack Eubanks moved to accept the two bids for the sewer line cleaning machine.

SECOND: Clark Anderson.

VOTE: Motion carried with an affirmative vote by Rod Schilling, Clark Anderson, Elaine Armstrong, Mack Eubanks, Chrysta Swift and Rudy Sherych.

Mayor Schilling publicly opened the bids during the meeting and the first bid was from Tom Sledd for \$300.00. Second bid from Stan Baldwin for \$825.00.

MOTION: Mack Eubanks moved to accept the bid from Stan Baldwin for \$825.00.

SECOND: Chrysta Swift.

VOTE: Motion carried with an affirmative vote by Rod Schilling, Clark Anderson, Elaine Armstrong, Mack Eubanks, Chrysta Swift and Rudy Sherych.

11. Zoning violation 1000 N 8th St.: Resolved.
12. Complaints of garbage from recycle bins: The bins will be removed between Sept 26 and Oct 12. Mike Mader formally retracted the Watershed's objection to removal of the recycling bins.

NEW BUSINESS:

1. Richardson from Lakeside Disposal regarding the recycle bins. Pete Smart came as representative for Lakeside Disposal on behalf of Bill Richardson. As Lakeside prepares to remove the recycle bins Lakeside Disposal wanted to offer a special rate

measurements. We rescheduled his hearing for Monday, August 9th, to review the new information regarding the storm drainage. We reviewed the data that he brought in and gave him a tentative approval at the time based on some conditions that he must fulfill before we will give him final approval. He will not get the final approval until he brings in surveyor's Mylar maps; he has to finish putting in his sewer and water lines extending them into the three lots.

DISCUSSION: An extensive discussion was carried on at this point amongst the councilors, the attorney and Mattie regarding partitions and tentative approval versus final. It was decided to withhold tentative approval until Mr. Watson submits the surveyed tentative on Mylar.

4. A workshop was held specifically to address the issue of sleeping in RV's. I made a commitment to the audience that I would get a draft proposal out as soon as I could. I received a lot of written responses as well and I have tallied them together. The next workshop to discuss the RV proposals is August 31st at the Lions Club at 6:00 p.m.

OLD BUSINESS:

1. Nuisance Complaint 2137 North Lake Road: Nothing new to report.
2. Nuisance Complaint 1010 Bowron Road: Nothing new to report.
3. Nuisance Complaint 620 Kings Avenue: This has been resolved.
4. OCZMA Dues Renewal: They are asking for \$500.00 dues in order for us to send a representative and have a voice in what they do.

MOTION: Mack Eubanks moved that the dues not be renewed.

SECOND: Marjorie Kellison

VOTE: Unanimous by all Councilors present.

5. Nuisance Complaint 2157 North Lake Road: Pictures are available.

MOTION: Mack Eubanks moved to declare a nuisance and to begin the abatement process.

SECOND: Elaine Armstrong

VOTE: Unanimous by all Councilors present.

6. Sewer Line Cleaning Machine: The machine has been advertised on Craig's list for sale.

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2010 FEB 18 PM 1:21
COOS COUNTY COURT
COQUILLE, OREGON

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IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF COOS

CITY OF LAKESIDE,

Plaintiff,

v.

[REDACTED] and [REDACTED]

Defendants.

Case No.: 10CV0143

VIOLATION COMPLAINT

(ORS 153.036)

"NOT SUBJECT TO MANDATORY
ARBITRATION AND CONTINUING
VIOLATION COULD EXCEED \$10,000"

The Defendants are accused by this Complaint of an offense against two Ordinances of the City committed as follows:

GENERAL ALLEGATIONS

1.

At all material times herein, the city of Lakeside (hereinafter, "the City") is a municipal corporation of the State of Oregon.

2.

At all material times herein, Defendant [REDACTED] is the owner of certain real property located at 23S 12W 18BA, TL4800 with Tax account #254.14 and having a physical address of 1010 Bowron Road, Lakeside, Oregon, Coos County and Defendant HUGHEY, is Defendant's son living on the above described real property.

VIOLATION COMPLAINT (ORS 153.036)
"NOT SUBJECT TO MANDATORY ARBITRATION
AND CONTINUING VIOLATION COULD EXCEED
\$10,000"

Law Offices of Frederick J. Carleton
P.O. Box 38
Bandon, OR 97411
541-347-2468
Fax: 541-347-6198

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3.

The real property of Defendant [REDACTED] is within City limits and zoned residential.

4.

At all material times herein, the City had in force and effect Ordinance 168, adopted as amended May 12, 1994, and Ordinance 07-258 dated April 12, 2007, which amends Section 4.020(15) of Ordinance 168, which is by reference incorporated hereinto. Ordinance 168 has a common name title "Zoning Code of the City of Lakeside, Oregon".

5.

At all material times herein, the City had in force and effect Ordinance 170, adopted as adopted May 12, 1994 and has now been repealed and is Ordinance 09-267, adopted October 8, 2009 and effective November 8, 2009, which is by reference incorporated hereinto. Ordinance 09-267 has a common name title "Nuisance and Abatement Ordinance".

FIRST ALLEGED VIOLATION AND CLAIM FOR RELIEF

6.

Defendant [REDACTED], on or about February 8, 2008, and each day thereafter, has been using Defendant [REDACTED] residential property, listed above, in violation of the Zoning Code of the City of Lakeside, Oregon to wit: allowing multiple families to live on the property in trailers parked on the real property in violation of the underlying zoning designation.

7.

Defendant [REDACTED] allows Defendant [REDACTED] to continue his unlawful use after notice from the City that she is in violation of Ordinance 168, Section 4.000, on more than one occasion.

8.

Lakeside General Ordinance 168 §1.210 specifies that a violation of the ongoing Ordinance can be abated.

VIOLATION COMPLAINT (ORS 153.036)
"NOT SUBJECT TO MANDATORY ARBITRATION
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9.

Lakeside General Ordinance 168 §1.210 specifies that a violation of the Zoning Ordinance shall be treated as a misdemeanor and can result in a fine of \$200.00 per day, per person. The City does not elect to subject the Defendant to imprisonment as called for in the Zoning Ordinance.

CONTINUING VIOLATION

10.

Pursuant to §1.230 of the Lakeside Zoning Ordinance, this violation is designated as a "continuing" violation, from the dates specified above, until such day during which any violation of any provision of the ongoing Ordinance is committed, continuing or permitted by the Defendants, individually.

SECOND ALLEGED VIOLATION AND CLAIM FOR RELIEF

11.

The City has received numerous written complaints from neighbors and people in the community regarding the poor condition of Defendants property.

12.

The complaints have ranged from garbage and trash creating rodent problems in the neighborhood, scattered rubbish, various debris and salvage materials, abandoned vehicles along with a burnt down trailer in a residential zone

13.

Defendant [REDACTED], on or about July 16, 2008, and each day thereafter, has allowed Defendant [REDACTED] to use the residential property, listed above, in violation of the Zoning Code of the City of Lakeside, Oregon to wit: using or allowing the property to be used in such manner that it creates a public nuisance.

14.

Defendant [REDACTED] allowed Defendant [REDACTED] to continue the public nuisance after notice from the City that she is in violation of several sections of Ordinance 09-267, on more than one occasion.

VIOLATION COMPLAINT (ORS 153.036)
"NOT SUBJECT TO MANDATORY ARBITRATION
AND CONTINUING VIOLATION COULD EXCEED

\$10,000"

- 3

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Fax: 541-347-6198

15.

1 Defendants do not respond to Plaintiff's requests, and continues to be in
2 violation of said Ordinance 09-267 Section 4.4.060, Section 5.5.020, and Section
3 5.5.030.

4 **CONTINUING VIOLATION**

5 16.

6 Pursuant to §1.230 of the Lakeside Zoning Ordinance, this violation is
7 designated as a "continuing" violation, from the dates specified above, until such day
8 during which any violation of any provision of the ongoing Ordinance is committed,
9 continuing or permitted by the defendants, individually.

10 **LEVEL OF OFFENSES-REDUCED TO VIOLATION**

11 17.

12 Though the aforesaid offenses constitutes a misdemeanor under the City of
13 Lakeside Zoning Ordinance 1.220, pursuant to ORS 161.566, the City Attorney, by
14 his signature below on this accusatory instrument does designate this complaint,
15 and it's allegations as Class A violations under ORS 153.008.

16 WHEREFORE, Plaintiff prays for a Judgment from this court as follows:

17 **AS TO THE FIRST VIOLATION AND CLAIM FOR RELIEF:**

- 18 1. Finding both Defendants guilty of the violation of the Lakeside Zoning
19 Ordinance; and
20 2. Imposing a fine against both Defendants, of not less than \$200.00 per day,
21 per person, commencing February 8, 2008 and each day thereafter; and
22 3. An Order abating the violating property within 30 days of the Court's
23 Judgment.

24 **AS TO THE SECOND VIOLATION AND CLAIM FOR RELIEF:**

- 25 4. Finding both Defendants guilty of the violation of the Lakeside Zoning
Ordinance; and

VIOLATION COMPLAINT (ORS 153.036)
"NOT SUBJECT TO MANDATORY ARBITRATION
AND CONTINUING VIOLATION COULD EXCEED
\$10,000"

- 4

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Bandon, OR 97411
541-347-2468
Fax: 541-347-6198

1 5. Imposing a fine against both Defendants of not less than \$25.00 per day,
commencing July 16, 2008 and each day thereafter; and

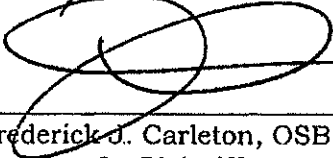
2 6. An Order abating the violating property within 30 days of the Court's
3 Judgment.

4 **ADDITIONALLY:**

5 7. Such additional relief as the Court may deem appropriate; and

6 8. Plaintiffs' costs, disbursements incurred in this proceeding.

7 DATED: this 17 day of February, 2010.

8 
9 _____
10 Frederick J. Carleton, OSB #771356
Attorney for Plaintiff

11 **PLAINTIFF:**

12 City of Lakeside
13 P.O. Box L-915
Lakeside, Oregon 97449
(541) 759-3011

14 **ATTORNEY FOR PLAINTIFF:**

15 Frederick J. Carleton, OSB# 771356
16 Law Offices of Frederick J. Carleton
P.O. Box 38
Bandon, OR 97411
17 (541) 347-2468, Fax: (541)347-6198
carllaw@mycomspan.com

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25 VIOLATION COMPLAINT (ORS 153.036)
"NOT SUBJECT TO MANDATORY ARBITRATION
AND CONTINUING VIOLATION COULD EXCEED
\$10,000"

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2 commencing July 16, 2008 and each day thereafter; and

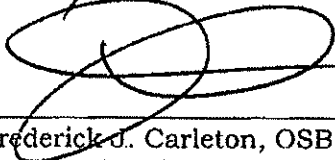
3 6. An Order abating the violating property within 30 days of the Court's
4 Judgment.

5 **ADDITIONALLY:**

6 7. Such additional relief as the Court may deem appropriate; and

7 8. Plaintiffs' costs, disbursements incurred in this proceeding.

8 DATED: this 17 day of February, 2010.

9 
10 Frederick J. Carleton, OSB #771356
11 Attorney for Plaintiff

12 **PLAINTIFF:**

13 City of Lakeside
14 P.O. Box L-915
15 Lakeside, Oregon 97449
16 (541) 759-3011

17 **ATTORNEY FOR PLAINTIFF:**

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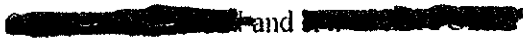

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FILED
2010 OCT 29 AM 11:39
COOS COUNTY COURT
NORTH BEND, OREGON

IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF COOS

CITY OF LAKESIDE,)	Case No.: 10CV0143
)	
Plaintiff,)	GENERAL JUDGMENT
v.)	
 and )	
Defendants.)	

THIS MATTER, which came before the Court on the records and files herein and the parties having stipulated to this judgment on record, and a Stipulated General Judgment submitted to Attorney Gould for his and his clients' signatures not returned to Plaintiff's attorney for whatever reason,

NOW THEREFORE IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:

1. Defendants shall bring the property into complete compliance with the Nuisance Ordinance of the City of Lakeside including but not limited to, removal of junk, garbage, inoperable vehicles and trash no later than December 15, 2010. Defendant shall supply actual receipts and evidence of proper disposal of the junk, garbage, and any other items removed from the property from the date of October 5, 2010 forward.

1 2. Defendants shall bring the property into complete compliance with the Zoning
2 Ordinance of Lakeside by ceasing any business located upon the property and removal of
3 trailers, recreational vehicles and sheds occupied by individuals in violation of the Zoning
4 Ordinance no later than December 15, 2010.

5 3. Failure to comply with this judgment will result in the City entering the property to
6 abate the aforementioned violations which costs will be assessed against the real property and
7 become a judgment against the Defendants.

8 Dated this 29 day of October, 2010.

9
10 
11 Circuit Court Judge **Paula M. Bechtold**

12 **SUBMITTED BY:**
13 Shala McKenzie Kudlac, OSB# 054259
14 Law Offices of Frederick J. Carleton
15 P.O. Box 38, Bandon, OR 97411
16 (541) 347-2468, Fax: (541) 347-6198
17 carllaw@mycomspan.com

18 **PLAINTIFF:**
19 City of Lakeside
20 P.O. Box L-915
21 Lakeside, Oregon 97449
22 (541) 759-3011

23 **ATTORNEY FOR PLAINTIFF:**
24 Shala McKenzie Kudlac, OSB# 054259
25 Law Offices of Frederick J. Carleton
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carllaw@mycomspan.com

Print Judgment's..... Co's County Circuit Court
 Case#..... 09CV0961 City Of Lakeside/~~XXXXXX~~
 Civil Property: Zoning

MDJ 4/08/10 9:14 A
 Status Closed INAC

1 Judgment General Creates Lien	Judgment Status..... Unsatisfd
Docket Entry Date... 4/08/10	Docket Entry Time... 9:09 AM
Judgment Date..... 4/08/10	Volume/Page..... OJIN
Judgment..... \$50,000.00	
Jgm Court Costs..... \$500.00	

PRE-JGM INTEREST IS NONE.
 POST-JGM INTEREST ACCRUES @ 9.0% PER ANNUM ON
 PRINCIPLE FROM DATE OF ENTRY OF JGM.
 PRINCIPLE AMOUNT WILL BE REDUCED TO \$5000.00 IF
 THE CONDITIONS CONTAINED IN JGM ARE MET. COSTS
 AND DISBURSEMENTS OF \$500.00 WILL BE SATISFIED IF
 THE CONDITIONS CONTAINED IN JGM ARE MET.

PTY_JGMT_ROLE	PLAINTIFF	ROLE	JUDGMENT STATUS
1 Plaintiff	CITY OF LAKESIDE	Creditor	Unsatisfied

PTY_JGMT_ROLE	DEFENDANT	ROLE	JUDGMENT STATUS
1 Defendant	LONDO DONALD R	Debtor	Unsatisfied
2 Defendant	LONDO SIDONIA C	Debtor	Unsatisfied

EVT_ENTER_DT	FILE_DT	EVENT/FILING/PROCEEDING	SCD_DT	TIME
.16 4/08/10	4/08/10	Judgment General Creates Lien		
	4/08/10	Signed		
		JUD 1 Barron Richard L		
		Related event # 18		

***** END OF DATA *****

1 premises. Mrs. [REDACTED] denied the City access without a warrant.

2 6. June 10 through September 8th, constitutes a period of 90 days in 2004.

3 7. The fine for 90 days of violation at \$200.00 per day amounts to \$18,000.

4 8. The City has offered to remit a substantial portion of the fine if the Defendants allow City
5 inspectors access to determine that the premises are no longer in violation of the City's
6 Zoning ordinance and maintain said premises free of unlawful use for a period of 2 years
7 from the date of this judgment.

8 **NOW THEREFORE IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:**

9 A. This judgment pertains to both defendant's, [REDACTED] and [REDACTED], husband and wife;

10
11 B. The Plaintiff established by a preponderance of the evidence through affidavits that the
12 Defendants established a rabbit harborage in violation of the City's Zoning Ordinance for a
13 period of time from June 10, 2004 through at least August 12, 2004.

14 C. The defendant's have denied access to City inspectors to verify the removal of the rabbits and
15 the compliance with the City's Zoning Ordinance through September 7, 2004.

16 D. The Plaintiff's Zoning Ordinance provides for a fine of \$200.00 per day for each day a
17 property is in violation of the City's Zoning Ordinance.

18 E. The City of Lakeside is hereby awarded ^{judgment against} from defendant's [REDACTED] and [REDACTED],
19 jointly and severally, ⁱⁿ the sum of \$18,000 (\$200.00 per day times 90 days of violation). This
20 Judgment may be abated to \$4,000 by the fulfillment of two conditions: 1) Defendant's
21 allowing an official City inspector to come onto the Defendant's premises within 30 days of
22 the date of this Judgment, and the inspector determining that the property is not in violation
23 of the City Zoning Ordinance; and 2) Defendants maintaining their property or properties free
24 from violation of any City ordinance ~~violation~~ for a period of two years from the date of this
25 Judgment. The City has waived any judgment for costs and disbursements herein.

26
27 Richard D. Rodeman
1100 NW Van Buren Ave.
Corvallis, Or 97330
28 (541) 754-3648

1 C. Failure to issue an injunction will result in a multiplicity of litigation
2 involving the conditions on defendant's property raised herein; and

3 D. In absence of an injunction irreparable harm will be caused to plaintiff and
4 its citizenry as continuing health hazards; decreased property values, diminished
5 image, unsightly tainting of the locality surrounding defendant's property and
6 diminution in the suitability and attractiveness of the City of Lakeside as a place
7 to live, conduct business and recreate.

8 4. Defendant shall pay plaintiff's costs and disbursements incurred herein in
9 the amount of \$426.98. Plaintiff is awarded judgment against defendant in that amount.

10 MONEY JUDGMENT

- 11 A. Judgment Creditor: City of Lakeside
- 12 B. Judgment Creditor's Attorney: Steven W. Bauder
- 13 C. Judgment Debtor: ~~REDACTED~~
- 14 D. Judgment Debtor's Attorney: N/A
- 15 E. Principal Amount of Judgment (fines): \$2,850.00
- 16 F. Principal Amount of Judgment (costs): \$426.98
- 17 G. Attorney Fees: N/A
- 18 H. Pre-judgment Interest: N/A
- 19 I. Post-judgment Interest: 9% per annum

20 Execution may issue on this judgment.

21
22 DATED this 17 day of June, 1998.

23
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25 
26 _____
CIRCUIT JUDGE
RICK BARRON

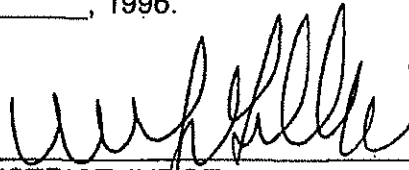
MONEY JUDGMENT

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- A. Judgment Creditor: City of Lakeside
- B. Judgment Creditor's Attorney: Steven W. Bauder
- C. Judgment Debtor: ██████████ and ██████████
- D. Judgment Debtor's Attorney:
- E. Principal: \$2900.00
- F. Costs: \$901.80
- G. Attorney Fees: \$360.00
- H. Pre-judgment Interest:
- I. Post-judgment Interest: 9% per annum

Execution may issue on this judgment.

DATED this 23rd day of April, 1996.



DISTRICT JUDGE
Michael J. Gillespie

FILED

2000 OCT 24 AM 10:03

COOS COUNTY COURT
NORTH BEND, OREGON

IN THE CIRCUIT COURT FOR THE STATE OF OREGON

FOR THE COUNTY OF COOS

FILED
2000 OCT 25 PM 4:34
COOS COUNTY COURT
NORTH BEND, OREGON

CITY OF LAKESIDE,
an Oregon municipal corporation,
Plaintiff,

No: 00NB1206

v.

MOTION TO DISMISS COMPLAINT

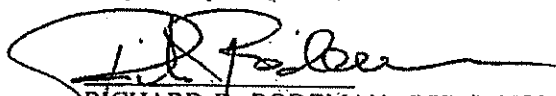
~~████████████████████~~
Defendant.

and ORDER

Comes now the City, by and through its City Attorney, and moves the Court for an order dismissing the Complaint. The reason for the dismissal is that the Defendant has removed the offending structure on or before December 17, 2000. The dismissal is without prejudice and without costs to either party, and the Plaintiff shall have leave to reopen the case in the event the Defendant does not comply with the settlement agreement. Opposing counsel, Roger Gould, concurs in the dismissal of the complaint.

DATED: October 19, 2000

Respectfully submitted,


RICHARD D. RODEMAN, OSB #78078
City Attorney

IT IS SO ORDERED:

Dated: 10/25, 2000


Circuit Court Judge

Richard D. Rodeman
1100 NW Van Buren Ave.
Corvallis, OR 97330
541-754-3648

cc attys

The Lakeside City Council held a work session at Lakeside City Hall, 915 North Lake Road, Oregon at 7PM on April 8, 2024.

1. Call to Order: Mayor Crouch called the work session to order at 7PM and led the council and audience in the Pledge of Allegiance.
2. Roll Call **PRESENT:** Mark Crouch, Alan Pointer, Jim Carlisle, Adam Hand, Nikki Wood, Tom Miller, Robert Ward
ABSENT: None
STAFF PRESENT: City Manager Rick Hohnbaum
3. Presentation by City Engineer on Wastewater Treatment Plant Project/Timeline: Aaron Speakman from Dyer Partnership Engineering gave a 30-minute Power Point facilitated presentation on the city's \$14M wastewater treatment plant project which is currently in design phase. Mr. Speakman provided a brief history of the project and next steps and responded to council questions. This project is on-time and in budget but there will be a required Phase 2 that additional funding will be needed for. City Council members inquired about several aspects of the project including but not limited to; DEQ requirements for the plant design, DEQ review of the plans for the plant, will the facility as designed meet potential future environmental requirements, capacity for the plant, the future use of the existing property and facility, how much of the existing system will be a part of the new system and several inquiries related to particular expenses for the project including the budget for this \$14M plus facility. After the presentation Hohnbaum presented the grant agreement funding this project for the council's review.
4. City manager contract review: CM Hohnbaum presented a copy of his employment agreement offering his interpretation of the agreement and reminding the council that it was negotiated with the city attorney and any legal advice would need to come from the attorney. Hohnbaum stated that since it was a six-month renewal contract his first six-month period was coming up shortly on June 15th so the council may want to quickly consider their options as it relates to the timeline of the agreement. The council agreed by consensus that they wanted to have a special meeting or workshop soon in regards to this matter and it was suggested to do that on April 23rd.
5. Budget Calendar Review and Plan: Hohnbaum presented a draft budget calendar stating it would be on the council agenda April 11th and he would be requesting council adoption. He expressed his opinion that the calendar, while not required by the state, it is recommended by the Oregon Department of Revenue as a tool to keep the process on track.
6. Council Rules: Hohnbaum presented three editions of council rules and corrected his written staff report informing the council that the 2021 council rules had been approved by council though they did not adopt it by resolution as the 2019 rules were. He also shared the model social media guidelines from the League of Oregon Cities recommending that both items could be for future council consideration. The council discussed the history of the council rules including the minor changes between the 2019 version and the 2021 version. It was the consensus of the council that energy and focus should be on other matters and if the council worked on council rules it would be near the end of this 8 month period while this council was in office.
7. Code Enforcement: Hohnbaum shared the model code from the League of Oregon Cities, the current city code for code enforcement and a proposed new ordinance affecting some change the cities' enforcement process which could enhance the city's ability to regulate nuisance issues within the city. The council discussed and

reached a consensus the code enforcement process is a high priority and they should consider a special work session to affect some change to city processes in this matter.

8. Roles and Responsibilities: Hohnbaum presented several organizational policy items for the council to consider including a couple that were mentioned by the Director of the League of Oregon Cities in a video presented to the council prior to the start of the work session.
9. City Council priorities and plans: The council discussed priorities and plans centered about code enforcement, city manager employment contract and other items discussed during the work session.
10. Review of April 11 City Council Meeting Agenda items: The City Council and staff did a review of the agenda items for the council April 11th meeting agenda. They discussed the various liaison and assignments for councilors. Hohnbaum shared the need to designate signers for the checking account and for the ARPA Grant Fund withdrawals.
11. Misc. Discussion. The planned agenda items were completed by 8:42 and the council discussed individual interests and areas where they would like to be involved with municipal leadership. Mayor Crouch shared that he was considering the creation of several committees to work on specific projects and processes.
12. Adjourn: Mayor Crouch adjourned the meeting at 8:56PM.

The above meeting was open to the public. The Lakeside City Hall is handicapped-accessible. Lakeside is an Affirmative Action/Equal Opportunity Employer and complies with Section 804 of the Rehabilitation Act of 1973. All City Council Meetings are recorded and kept on audio media.

PRIOR TO THIS WORKSESSION, at 6PM, CITY RECORDER/MANAGER/ELECTION OFFICER RICK HOHNBAUM READ THE OFFICIAL VOTE RESULTS OF THE MARCH 12 ELECTION RECEIVED FROM COOS COUNTY ELECTIONS THAT MORNING. THERE WAS A PUBLIC SWEARING-IN OF THE NEW MAYOR AND 3 CITY COUNCILORS WITH COMMENTS FROM NEWLY ELECTED MEMBERS OF THE COUNCIL, CARROT CAKE, COFFEE AND SOFT DRINKS. From 6:30-6:54 the council and audience watched a video from the League of Oregon Cities regarding roles and responsibilities of municipal leadership facilitate by the Executive Director of the League of Oregon Cities.

City of Lakeside City Council Meeting Minutes April 11, 2024

The Lakeside City Council held a meeting at Lakeside City Hall, 915 North Lake Road, Oregon at 6:00 p.m. on Thursday, April 11, 2024.

1. **CALL TO ORDER:** Mayor Crouch called the meeting to order promptly at 6 p.m.
2. **PLEDGE OF ALLEGIANCE:** Mayor Crouch led the council, staff and audience in the Pledge of Allegiance and welcomed the audience both present and on zoom.
3. **ROLL CALL: All Present. There was a quorum.**
PRESENT: Alan Pointer, Robert Ward, Adam Hand, Mark Crouch, Nikki Wood, Tom Miller, Jim Carlisle
ABSENT: None
STAFF PRESENT: City Recorder/Manager Rick Hohnbaum
Audience 26 including Coos County District Attorney, Sherriff, Commissioner John Sweet, Mike Mader, Executive Director of the Ten Miles Watershed.
4. **Public Comments:** Denise Ford spoke regarding the logging operation concerns within the city and their affect on the livability of their neighborhood including road damage, water flow and unsightly views. Since the city require landowners to maintain the storm drains what is required is beyond the means of local property owners. The effects of the logging operation were shared in her written statement which she offered to the city council for their consideration. Mayor Crouch suggested that the council place Ms. Ford's issue and concern on the next council agenda and the council concurred.
5. **Presentation: Commissioner John Sweet-Sherriff** Fabrizio spoke first regarding the need of additional funding for law enforcement for Coos County introducing the concept of a law enforcement tax levy on the May ballot. DA Paul Frasier shared the staffing challenges within his office and the need for more prosecution staff for Coos County. Commissioner Sweet shared how they analyzed the situation and determined where the best expenditure of funds would make a difference for the law enforcement for Coos County.
6. **Consent Agenda-Approval of Minutes**
Meeting Minutes November 9, 2023
Meeting Minutes November 21, 2023
Meeting Minutes November 27, 2023
Meeting Minutes December 4, 2023
Meeting Minutes December 14, 2023
Meeting Minutes December 21, 2023

Mayor Crouch moved to approve the consent agenda and Councilor Wood seconded the motion.
Ayes: Wood, Carlisle, Miller, Hand, Crouch, Ward, Nay: Pointer. Passed 6-1

7. Letter of Support for the Law Enforcement Levy

Mayor Crouch made motion to authorize the mayor to sign a public letter of support for the upcoming law enforcement ballot measure. Councilor Pointer seconded the motion. Councilor Wood spoke in her regards and appreciation for the county officials who were present sharing the facts regarding the law enforcement ballot measure. Crouch moved to close debate. Wood seconded. Ayes: Wood, Carlisle, Miller, Hand, Crouch, Ward, Pointer. 7-0 closed debate. Ayes: Wood, Carlisle, Miller, Hand, Crouch, Ward, Pointer. Passed 7-0 Approval of authorization for mayor's signature.

8. Election of Council President

Councilor Miller nominated Councilor Pointer to serve as the 2024 City Council President. Councilor Hand nominated Councilor Miller who declined. Mayor Crouch moved to elect Pointer for the remaining of 2024. Motion to close debate by Crouch and seconded by Wood. Ayes: Wood, Carlisle, Miller, Hand, Crouch, Ward, Pointer 7-0.

9. Finance Report-City Recorder/Manager

City Recorder/Manager Hohnbaum stated that the finance report was not on the consent agenda so that council would have an opportunity to review and ask questions prior to approval. Councilor Hand stated that the finance reports are in order. Councilor Hand commented that the Tourism Fund seemed to have significant funds that have not been spent while we are near the end of the fiscal year. Councilor Hand suggested that some funds for the city parks and Wolfie Beach should be expended prior to the arriving summer visitors. Mayor Crouch to approve the finance report and financial expenditures for the last five months. Councilor Wood seconded. Motion to close debate by Crouch and Pointer seconded Ayes: Wood, Carlisle, Miller, Hand, Crouch, Ward, Pointer. Motion to approve. Ayes: Wood, Carlisle, Miller, Hand, Crouch, Ward, Pointer. Vote 7-0.

10. Appointments to Planning Commission. Mayor Crouch excused himself from the dais for this business item as his wife was one of the three candidates. Council President Pointer presided. Councilor Hand moved to appoint Sara Coats to the longer term and it was seconded by Wood. Approved 6-0-1. Ayes: Wood, Carlisle, Miller, Hand, Ward, Pointer. Excused Crouch Councilor Miller moved to appoint Mary Grey to the shorter term. Councilor Hand seconded the motion and it was approved 6-0-1. Ayes: Wood, Carlisle, Miller, Hand, Ward, Pointer. Excused Crouch

11. Appointments to the Budget Committee: Councilor Wood moved to appoint Valerie Frislie to the Lakeside Budget Committee. Councilor Miller seconded the appointment. Mayor Crouch moved to close debate and Wood seconded. Ayes: Wood, Carlisle, Miller, Hand, Crouch, Ward, Pointer. Vote 7-0. The vote casted for Ms. Frislie was unanimous. Ayes: Wood, Carlisle, Miller, Hand, Crouch, Ward, Pointer. Crouch moved to appoint Randy Thomas to the budget committee and Hand seconded the motion. Crouch moved to close debate and Pointer seconded. Ayes: Wood, Carlisle, Miller, Hand, Crouch, Ward, Pointer. Vote 7-0. Appointment vote was unanimous. Ayes: Wood, Carlisle, Miller, Hand, Crouch, Ward, Pointer.

12. Authorization of Check Signers for City-

City Recorder/Manager Hohnbaum shared the process currently in place for review of bills and invoices prior to and after the checks for payments were prepared. Hohnbaum also shared that the decision at the council meeting would be a resolution presented at the next council meeting for the authorization of signers. Mayor Crouch moved to designate Alan Pointer and Rick Hohnbaum as the check signers. Carlisle seconded the motion. The City Council discussed adding a name and the motion was amended to add Councilor Tom Miller. Mayor Crouch restated the motion authorizing Miller, Hohnbaum and Pointer as authorized check signers for the city with one signature required for each check and two other council members reviewing the invoices prior to the signing of the checks. Crouch moved to close debate and Wood seconded. Ayes: Wood, Carlisle, Miller, Hand, Crouch, Ward, Pointer. Vote 7-0. Sub motion of amendment passed unanimously. Ayes: Wood, Carlisle, Miller, Hand, Crouch, Ward, Pointer. The entire motion was read by Mayor Crouch. Ayes: Wood, Carlisle, Miller, Hand, Crouch, Ward, Pointer. Vote 7-0. Passed Unanimously.

Councilor Wood moved to appoint Hohnbaum, Pointer and Miller to be the authorized signers for the ARPA Grant withdrawals. Crouch moved to close debate and Pointer seconded. Ayes: Wood, Carlisle, Miller, Hand, Crouch, Ward, Pointer. Vote 7-0. Motion was adopted unanimously. Ayes: Wood, Carlisle, Miller, Hand, Crouch, Ward, Pointer.

13. Appointment of Budget Officer-Mayor Crouch moved to appoint City Recorder/Manager Hohnbaum to be the city budget officer. Councilor Miller seconded the motion. Mayor closed debate and motion was adopted unanimously. Ayes: Wood, Carlisle, Miller, Hand, Crouch, Ward, Pointer.

14. Budget Calendar Adoption- Crouch move to adopt the proposed budget calendar for 2024-2025 fiscal year budget. Councilor Pointer seconded. Mayor Crouch closed debate. Motion to adopt budget calendar unanimously passed. Ayes: Wood, Carlisle, Miller, Hand, Crouch, Ward, Pointer.

15. Future Planning and Prioritizations

Mayor Crouch reiterated code enforcement as highest priority and to address this as soon as possible. Miller shared that the city council had scheduled a meeting/workshop for the 23rd regarding code enforcement and Pointer and Hand confirmed that understanding. Mayor Crouch led a discussion about what was code enforcement and how different people had different expectations and understandings about the issue of providing effective code enforcement. Wood suggested the planned special meeting of the 23rd. Hand suggested the sooner the better. 23rd for special meeting and then a workshop of code enforcement 23rd. Mayor Crouch suggested that on April 23 holding a special meeting for evaluation criteria and work on code enforcement perhaps in a work session. Mayor Crouch summered upped the plan of having a 6pm work shop on code enforcement followed by a special meeting at 7 on April 23rd to review criteria for the city manager evaluation process.

16. Declaration of Surplus-1980's something Mitsubishi Tractor (non-operational)

Councilor Wood moved to declare as surplus property and authorize disposal of the equipment. Councilor Hand seconded. Crouch moved to close debate all in favor. Motion Passed unanimously. Ayes: Wood, Carlisle, Miller, Hand, Crouch, Ward, Pointer.

17. Request for Funding from Lakeside Business Association (LBO) Community Events for 2024:

Mayor Crouch shared the process opening with presentation of the Lakeside Business Organization by David Grover followed by council discussion. Councilor Hand excused himself as former president of LBO and left the room. Dave Grover from Lakeshore Lodge rose to present on behalf of the LBO sharing the four events that they are planning for the tourist season with one event in December. Councilor Wood asked for some clarification of the finance sheet distributed.

Council members asked questions of Mr. Grover including what impact their activities have had for the businesses within our community. Mayor Crouch concluded the presentation and led the council in discussion of the business item. Councilor Ward shared the statutory restrictions of using the funds including marketing and attracting tourist. Mayor Crouch moved to table this item until legal opinion is obtained. Councilor Ward seconded the motion. Couch moved to close debate and Ward seconded. Close debate was approved unanimously. Ayes: Wood, Carlisle, Miller, Hand, Crouch, Ward, Pointer. Mayor Crouch restated the motion to table the LBO request until a legal opinion is obtained about the expenditure of TLT funds being used for sanitary and operation costs for events. Passed unanimously. Ayes: Wood, Carlisle, Miller, Hand, Crouch, Ward, Pointer.

18. Lakeside District, Board and Committee Reports:

- A. Airport: No info
- B. Watershed: Councilor Miller Introduced Mr. Mader and shared the meeting that occurred Tuesday evening at their office. Discussed future projects and future of their organization establishing a vision and working with other organizations.
- C. Water District: none
- D. Tenmile Lake Association: Councilor Carlisle was appointed to be the liaison
- E. Fire District: Councilor Pointer. Updated the council on the fire district building project including interviewing potential contractors. Pointer also discussed a need for a second station north of the railroad track.
- F. Lakeside Business Owners: Councilor Hand was appointed the assigned Liaison to the LBO. Hand also shared the LBO goals to improve the local economy.

19. City Manager Report: City Recorder/Manager Hohnbaum shared several updates including current code enforcement issues involving noise on north 13th and north 15th both in the 100 block and barking dog issue on Railroad, update on fixing the manholes on 8th Street, budget calendar upcoming dates, the fact he has received 7 requests for new addresses on undeveloped lots in the 4 months he has been working for Lakeside and some days off for city staff including himself being gone on the 19th.

20. Mayor & Council Comments: Carlisle no comments. Miller stated appreciation for the new council and looking forward to getting some stuff done. Wood stated that she was going to be attending the League of Oregon Cities Spring Conference in Klamath Falls and that she was excited about serving on the new council. Mayor Crouch shared his personal contact information for the council and public as well as his plan to maintain some office hours at City Hall. Mayor Crouch will be present in city hall during the 3rd and 4th week of the month on Tuesdays and Thursday from 9AM-11AM. Mayor Crouch expressed his gratitude thanking the community for the opportunity to serve. Hand also thanking citizens for the opportunity and he felt that the workshop Monday went well with the entire crew. He is also attending LOC conference. Ward thanking the audience and zoom citizen participation. Pointer thanked all the people stating that the council vacation was over.

21. Adjournment: Mayor Crouch adjourned the meeting at 8:09.

The Above meeting was open to the public. Lakeside is an Affirmative Action/Equal Opportunity Employer and complies with Section 504 of the Rehabilitation Act of 1973. All meetings are digitally recorded, available for viewing at City website: www.cityoflakeside.org.

Signed/initialed _ RAH

The Lakeside City Council held a Special Council meeting at Lakeside City Hall, 915 North Lake Road, Oregon at 6:00 p.m. on Tuesday April 23, 2024.

1. **CALL TO ORDER:** Mayor Crouch called the special meeting to order at 6PM.
2. **PLEDGE OF ALLEGIANCE:** Mayor Crouch led the council, staff and audience in the Pledge of Allegiance.
3. **ROLL CALL:**
PRESENT: Alan Pointer, Robert Ward, Adam Hand, Mark Crouch, Nikki Wood, Tom Miller, Jim Carlisle
ABSENT: None
STAFF PRESENT: City Recorder/Manager Rick Hohnbaum
Mayor discussed the process for closing debate. He also expressed the need for citizen input regarding code enforcement policies and stated that even though it was a special council meeting he wanted to allow public input when it came to the code enforcement item on the agenda. The council by consensus agreed with his plan.
4. Tabled item from April Council Meeting: Request from the Lakeside Business Owners Association for Funding of 2024 Special Events. Adam Hand removed himself from this business item and left the room.

Resolution 2024-01 A Resolution of the Mayor and Lakeside City Council to authorize expenditure of funds requested by the Lakeside Business Owners Association in supporting special events to promote the City of Lakeside and business activities from funds received through the state authorized Transient Lodging Tax.

Staff Report: City Manager Hohnbaum presented the staff report sharing that the City Council had tabled a business item at the most recent council meeting until a legal opinion had been provided. A copy of the legal opinion is in the council packet and available for public review and since the special council meeting was announced for the time and place certain, this business item is on the agenda. Hohnbaum stated that the legal opinion is a history lesson and highlighted the results of the attorney's report. City Recorder Hohnbaum read out loud the entire Resolution 2024-01 of the amended draft resolution highlighting the change of three or four words based upon the legal opinion. Mayor Crouch asked for a motion and Council President Pointer move to adopt Resolution 2024-01. Councilor Miller seconded the motion. Pointer and Ward asked questions regarding the timing and next year budgeted expenditures in regards to events. CM Hohnbaum stated that there was \$20,000 in the proposed budget for 2024-2025. Mayor Crouch shared that the council was under the time crunch to get these events planned due to not having council meetings for the last four months. Pointer moved to close discussion and Mayor Crouch called for a vote asking CP Pointer to repeat the motion. Motion passed 6-0-1. Aye: Wood, Ward, Pointer, Miller, Crouch, Carlisle. Nay: None. Excused: Hand

5. **Develop criteria and an evaluation review form to be used to review the performance of the city manager.**

Mayor Crouch shared the discussion to date as it relates to the review of the city manager's performance and that the council needing to come to a consensus as to methodology and form with the city manager as well as determine when to conduct such a review. Mayor Crouch asked for any preferences on forms. Ward suggested the council should consider the benefits or what the council wants to get out of the evaluation process as it relates to both staff and council perspectives in expectations and communications. Council discussed the short time frame and acknowledged that going forward they would want to do something more comprehensive. Councilor Wood suggested using the most recent form which the city had used in 2022. Council reached consensus to use existing form and turn them in to the mayor by May 4th.

6. Discussion on changes to the present code enforcement ordinances.

Mayor Crouch shared the process for public comment and the fact that this business item will be on future council agendas until it resolved. Arron Griffin stated that he hopes that the code enforcement process be simple and addresses the issues at hand and still allow people to live. Shirlee Benell rose to speak stating she would hope that the city would consider a camping ordinance. Being no additional comments, Mayor Crouch closed public comments at 6:39pm.

Mayor Crouch announced the creation of the Livability Committee and outlined the membership and duties of this committee. Councilor Wood inquired who would the enforcement officer be? Mayor Crouch asked what are the issues that need to be addressed. The council discussed and listed significant code enforcement issues including but not limited to; burned down houses, camping ordinance, safety issues, defining what is code enforcement, nuisance's, barking dogs and noise complaints.

Mayor Crouch shared the previous processes where every decision was a council decision. About two or three years the process changed to create a municipal court. Mayor Crouch shared the new ordinance process being suggested by staff in using a hearing officer following the code in an unbiased forum. Council discussed that the process has been challenged by not having the initial step of contact and addressing the issue. Council discussed funding for the code enforcement. Council discussed the citizen complaint system for initiating code enforcement. Hohnbaum shared the issue of allowing complainants to be anonymous.

Mayor Crouch asked the council what direction of enforcement and oversight does the council want. Councilor Wood brought up the draft ordinance that the city manager had brought forward. Mayor Crouch listed the alternatives of the three systems; hearing officer, municipal judge or council decision. The City Council discussed court processes versus an administrative process. City Council consensus was no municipal court. City Manager was directed to investigate the hearing officer approach.

Council provided inquiries that should be considered. Who would the hearing officer be? Contractual? On some page 4 of the draft ordinance there was a reference to a court. A question was asked if the proposed draft ordinance maintain the same timelines for the process, steps and notifications that the current ordinance had for using the municipal court option?

The City Council discussed the next steps. Mayor Crouch suggested appointing the two councilors to serve on the committee and accepting applications from citizens to serve on the committee. Mayor Crouch sought ratification from the council in the creation of the committee to address code enforcement issues which by consensus the council gave.

7. Provide direction to City Manager on code enforcement.

Consensus by council for city manager to research and provide a sample of the steps and process for the administrative hearing process.

Mayor Crouch shared his hopes and expectations of moving forward on the code enforcement issue. The City Council had a discussion led by Councilor Ward regarding a potential variable fee schedule.

8. Adjournment. Mayor Crouch adjourned the special council meeting at 8:03.

DRAFT

11:55 AM
05/02/24

City of Lakeside
AP Monthly Check Listing
April 2024

Date	Num	Name	Memo	Credit	Amount
Apr 24					
04/16/2024	ach	Central Lincoln PUD		8,751.23	8,751.23
04/08/2024	ach	CIS Trust-benefits		7,320.74	7,320.74
04/08/2024	ach	Cardmember Service		1,819.14	1,819.14
04/12/2024	ach	PERS		2,278.53	2,278.53
04/22/2024	eft	umpqua bank		124.61	124.61
04/03/2024	33484	City of Lakeside		665.95	665.95
04/03/2024	33485	Coast Pavement Maintenance		140.00	140.00
04/03/2024	33486	Econo Rooter Services, Inc.		590.00	590.00
04/03/2024	33487	McCowan Clinical Laboratory		415.00	415.00
04/03/2024	33488	Raymond McKinley1		88.90	88.90
04/03/2024	33489	Ruth Prater-Reimbursement	reimbursement	57.86	57.86
04/03/2024	33490	Tenmile Lake Wireless Internet		50.00	50.00
04/03/2024	33491	Verizon Wireless	Monthly Employ...	209.67	209.67
04/10/2024	33492	Action Trophies & Signs		38.00	38.00
04/10/2024	33493	Hennick's Lakeside Lumber		65.98	65.98
04/10/2024	33494	Lakeside Water District		636.00	636.00
04/10/2024	33495	McCowan Clinical Laboratory		1,245.00	1,245.00
04/10/2024	33496	Oregon Linen	03-0971-00	407.84	407.84
04/10/2024	33497	Pacific Office Automation-		217.25	217.25
04/10/2024	33498	Portland Engineering, Inc.		90.00	90.00
04/10/2024	33499	Stephanie Stroud, CPA, LLC		2,015.00	2,015.00
04/10/2024	33500	USA Blue Book		585.60	585.60
04/10/2024	33501	Western Display Fireworks, LTD.	Fireworks 2024	7,500.00	7,500.00
04/17/2024	33502	Altec, Inc.		207.96	207.96
04/17/2024	33503	Cascade Columbia		477.45	477.45
04/17/2024	33504	CFE - LLC		135.00	135.00
04/17/2024	33505	Comp-U-Talk		569.30	569.30
04/17/2024	33506	Coos County Road Department		196.11	196.11
04/17/2024	33507	DCBS		744.96	744.96
04/17/2024	33508	McKay's Markets		90.82	90.82
04/17/2024	33509	Northwest Code Professionals		126.00	126.00
04/17/2024	33510	RVS Software	Annual Software...	1,561.00	1,561.00
04/17/2024	33511	SAIF		11.98	11.98
04/17/2024	33512	Tom and Gig's, LLC.		3,403.00	3,403.00
04/17/2024	33513	Lane Council of Governments		8,894.83	8,894.83
04/24/2024	33514	Alan's Bug Out		105.00	105.00
04/24/2024	33515	Cascade Columbia		1,490.55	1,490.55
04/24/2024	33516	Coos County Clerk	3/12/24 Special ...	11,871.50	11,871.50
04/24/2024	33517	Idexx Laboratories	208786	2,690.20	2,690.20
04/24/2024	33518	League of Oregon Cities		650.00	650.00
04/24/2024	33519	McCowan Clinical Laboratory		415.00	415.00
04/24/2024	33520	Peerless Property Services LLC	Airport mowing	1,000.00	1,000.00
04/24/2024	33521	Rick Hohmbaum		36.45	36.45
04/24/2024	33522	The Dyer Partnership, Inc.		48,057.00	48,057.00
04/24/2024	33523	Umpqua Valley Fire Services		586.85	586.85
04/24/2024	33524	USA Blue Book		1,598.16	1,598.16
04/24/2024	33525	Ziplly Fiber		639.77	639.77
04/24/2024	33526	Coos County Surveyor		250.00	250.00
				121,121.19	121,121.19
Apr 24					

Quickbooks Fee 68.00
121,189.19

11:55 AM
 05/02/24
 Cash Basis

City of Lakeside
Expenses by Vendor Detail
 April 2024

Date	Memo	Account	Class	Debit	Credit	Original Amount
Action Trophies & Signs						
04/10/2024		50234 · Operating Supplies Admin	01-General Fund	38.00		38.00
	Total Action Trophies & Signs			38.00	0.00	
Alan's Bug Out						
04/24/2024		50747 · Building Maintenance	01-General Fund	105.00		105.00
	Total Alan's Bug Out			105.00	0.00	
Altec, Inc.						
04/17/2024		50234 · Operating Supplies Admin	01-General Fund	207.96		207.96
	Total Altec, Inc			207.96	0.00	
Cardmember Service						
04/08/2024		500034 · Operating Supplies	21- Library Fund	88.08		88.08
04/08/2024		500037 · Materials & Subscription	21- Library Fund	736.64		736.64
04/08/2024		500020 · Dues, Travel & Confere...	07- Wastewater Tr...	319.18		319.18
04/08/2024		500034 · Operating Supplies	07- Wastewater Tr...	295.00		295.00
04/08/2024		50234 · Operating Supplies Admin	01-General Fund	380.24		380.24
	Total Cardmember Service			1,819.14	0.00	
Cascade Columbia						
04/15/2024		500034 · Operating Supplies	07- Wastewater Tr...		422.99	-422.99
04/15/2024		500034 · Operating Supplies	07- Wastewater Tr...	422.99		1,323.43
04/15/2024		500034 · Operating Supplies	07- Wastewater Tr...	422.99		1,323.43
04/15/2024		500034 · Operating Supplies	07- Wastewater Tr...		422.99	-422.99
04/17/2024		500034 · Operating Supplies	07- Wastewater Tr...	477.45		1,323.43
04/24/2024		500034 · Operating Supplies	07- Wastewater Tr...	1,490.55		1,490.55
	Total Cascade Columbia			2,813.98	845.98	
Central Lincoln PUD						
04/16/2024		500031 · Utilities	07- Wastewater Tr...	227.81		227.81
04/16/2024		500031 · Utilities	07- Wastewater Tr...	910.63		910.63
04/16/2024		500031 · Utilities	07- Wastewater Tr...	47.15		47.15
04/16/2024		50731 · Utilities (Elec,Water, Etc.)	01-General Fund	33.61		33.61
04/16/2024		50731 · Utilities (Elec,Water, Etc.)	01-General Fund	31.00		31.00
04/16/2024		500031 · Utilities	07- Wastewater Tr...	80.94		80.94
04/16/2024		50731 · Utilities (Elec,Water, Etc.)	01-General Fund	1,242.37		1,242.37
04/16/2024		500031 · Utilities	03- State Tax Stre...	25.46		25.46
04/16/2024		500031 · Utilities	07- Wastewater Tr...	3,144.98		3,144.98
04/16/2024		500031 · Utilities	03- State Tax Stre...	166.63		166.63
04/16/2024		500031 · Utilities	03- State Tax Stre...	127.21		127.21
04/16/2024		500031 · Utilities	03- State Tax Stre...	2,713.44		2,713.44
	Total Central Lincoln PUD			8,751.23	0.00	
CFE - LLC						
04/17/2024		50747 · Building Maintenance	01-General Fund	135.00		135.00
	Total CFE - LLC			135.00	0.00	
CIS Trust-benefits						
04/08/2024	General Fund- Langley, Lowry, ...	500015 · Health Insurance	01-General Fund	2,229.43		2,229.43
04/08/2024	State Street-Langley	500015 · Health Insurance	03- State Tax Stre...	1,272.73		1,272.73
04/08/2024	Wastewater-Lowry, Mckinley, W...	500015 · Health Insurance	07- Wastewater Tr...	3,656.34		3,656.34
04/08/2024	Lowry	500015 · Health Insurance	07- Wastewater Tr...	43.34		43.34
04/08/2024	Way	500015 · Health Insurance	07- Wastewater Tr...	118.90		118.90
	Total CIS Trust-benefits			7,320.74	0.00	
City of Lakeside						
04/03/2024		50731 · Utilities (Elec,Water, Etc.)	01-General Fund	296.74		296.74
04/03/2024		500031 · Utilities	07- Wastewater Tr...	296.73		296.73
04/03/2024		50731 · Utilities (Elec,Water, Etc.)	01-General Fund	72.48		72.48
	Total City of Lakeside			665.95	0.00	
Coast Pavement Maintenance						
04/03/2024		500035 · Street Work Maintenance	03- State Tax Stre...	140.00		140.00
	Total Coast Pavement Maintenance			140.00	0.00	
Comp-U-Talk						
04/17/2024		500026 · Contracted Services	07- Wastewater Tr...	284.65		284.65
04/17/2024		50226 · Contracted Services Admin	01-General Fund	284.65		284.65
	Total Comp-U-Talk			569.30	0.00	

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 Cash Basis

City of Lakeside
Expenses by Vendor Detail
 April 2024

Date	Memo	Account	Class	Debit	Credit	Original Amount
Coos County Clerk						
04/24/2024	3/12/24 Special election	50222 · Advertising & Elections A...	01-General Fund	11,871.50		11,871.50
	Total Coos County Clerk			11,871.50	0.00	
Coos County Road Department						
04/17/2024		500029 · Repairs & Maintenance	03- State Tax Stre...	196.11		196.11
	Total Coos County Road Department			196.11	0.00	
Coos County Surveyor						
04/24/2024		50220 · Dues, Travel & Conferen...	01-General Fund	250.00		250.00
	Total Coos County Surveyor			250.00	0.00	
DCBS						
04/17/2024	January	500024 · Electrical & Building Fees	04 - Community D...	581.88		581.88
04/17/2024	February	500024 · Electrical & Building Fees	04 - Community D...	142.92		142.92
04/17/2024	March	500024 · Electrical & Building Fees	04 - Community D...	20.16		20.16
	Total DCBS			744.96	0.00	
Econo Rooter Services, Inc.						
04/03/2024		500026 · Contracted Services	07- Wastewater Tr...	590.00		590.00
	Total Econo Rooter Services, Inc.			590.00	0.00	
Hennick's Lakeside Lumber						
04/10/2024		500034 · Operating Supplies	07- Wastewater Tr...	31.19		31.19
04/10/2024		500034 · Operating Supplies	07- Wastewater Tr...	34.79		34.79
	Total Hennick's Lakeside Lumber			65.98	0.00	
Idexx Laboratories						
04/24/2024		500026 · Contracted Services	07- Wastewater Tr...	2,690.20		2,690.20
	Total Idexx Laboratories			2,690.20	0.00	
Lakeside Water District						
04/10/2024		50234 · Operating Supplies Admin	01-General Fund	59.60		59.60
04/10/2024		500031 · Utilities	07- Wastewater Tr...	377.60		377.60
04/10/2024		50234 · Operating Supplies Admin	01-General Fund	20.00		20.00
04/10/2024		500031 · Utilities	07- Wastewater Tr...	59.60		59.60
04/10/2024		500031 · Utilities	07- Wastewater Tr...	59.60		59.60
04/10/2024		500031 · Utilities	07- Wastewater Tr...	59.60		59.60
	Total Lakeside Water District			636.00	0.00	
Lane Council of Governments						
04/17/2024		50250 · Planning administration	04 - Community D...	5,847.96		5,847.96
04/17/2024		50223 · Legal Fees	01-General Fund	2,698.63		2,698.63
04/17/2024		50223 · Legal Fees	01-General Fund	348.24		348.24
	Total Lane Council of Governments			8,894.83	0.00	
League of Oregon Cities						
04/24/2024		50220 · Dues, Travel & Conferen...	01-General Fund	325.00		325.00
04/24/2024		50220 · Dues, Travel & Conferen...	01-General Fund	325.00		325.00
	Total League of Oregon Cities			650.00	0.00	
McCowan Clinical Laboratory						
04/03/2024		500026 · Contracted Services	07- Wastewater Tr...	415.00		415.00
04/10/2024		500026 · Contracted Services	07- Wastewater Tr...	415.00		415.00
04/10/2024		500026 · Contracted Services	07- Wastewater Tr...	830.00		830.00
04/24/2024		500026 · Contracted Services	07- Wastewater Tr...	415.00		415.00
	Total McCowan Clinical Laboratory			2,075.00	0.00	
McKay's Markets						
04/17/2024		50234 · Operating Supplies Admin	01-General Fund	90.82		90.82
	Total McKay's Markets			90.82	0.00	
Northwest Code Professionals						
04/17/2024		500024 · Electrical & Building Fees	04 - Community D...	126.00		126.00
	Total Northwest Code Professionals			126.00	0.00	

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 Cash Basis

City of Lakeside
Expenses by Vendor Detail
 April 2024

Date	Memo	Account	Class	Debit	Credit	Original Amount
Oregon Linen						
04/10/2024		50234 · Operating Supplies Admin	01-General Fund	60.94		60.94
04/10/2024		500034 · Operating Supplies	07- Wastewater Tr...	48.75		48.75
04/10/2024		500034 · Operating Supplies	03- State Tax Stre...	12.19		12.19
04/10/2024		50234 · Operating Supplies Admin	01-General Fund	60.94		60.94
04/10/2024		500034 · Operating Supplies	07- Wastewater Tr...	48.75		48.75
04/10/2024		500034 · Operating Supplies	03- State Tax Stre...	12.19		12.19
04/10/2024		50234 · Operating Supplies Admin	01-General Fund	82.04		82.04
04/10/2024		500034 · Operating Supplies	07- Wastewater Tr...	65.63		65.63
04/10/2024		500034 · Operating Supplies	03- State Tax Stre...	18.41		18.41
	Total Oregon Linen			<u>407.84</u>	<u>0.00</u>	
Pacific Office Automation-						
04/10/2024		50234 · Operating Supplies Admin	01-General Fund	108.63		108.63
04/10/2024		500034 · Operating Supplies	07- Wastewater Tr...	108.62		108.62
	Total Pacific Office Automation-			<u>217.25</u>	<u>0.00</u>	
Peerless Property Services LLC						
04/24/2024	Airport mowing	50529 · Lakeside Airport	07- Wastewater Tr...	1,000.00		1,000.00
	Total Peerless Property Services LLC			<u>1,000.00</u>	<u>0.00</u>	
PERS						
04/12/2024		500014 · PERS	01-General Fund	281.01		281.01
04/12/2024		500014 · PERS	03- State Tax Stre...	425.29		425.29
04/12/2024		500014 · PERS	21- Library Fund	365.26		365.26
04/12/2024		500014 · PERS	07- Wastewater Tr...	1,206.97		1,206.97
	Total PERS			<u>2,278.53</u>	<u>0.00</u>	
Portland Engineering, Inc.						
04/10/2024		500026 · Contracted Services	07- Wastewater Tr...	90.00		90.00
	Total Portland Engineering, Inc.			<u>90.00</u>	<u>0.00</u>	
QuickBooks Payroll Service						
04/12/2024	Fee for 4 direct deposit(s) at \$4....	50221 · License Fees & Permits	01-General Fund	8.00		8.00
04/12/2024	Created by Payroll Service on 0...	500021 · Licenses, Fees & Permits	07- Wastewater Tr...	8.00		8.00
04/29/2024	Fee for 13 direct deposit(s) at \$...	500021 · Licenses, Fees & Permits	07- Wastewater Tr...	16.00		16.00
04/29/2024	Created by Payroll Service on 0...	50221 · License Fees & Permits	01-General Fund	12.00		12.00
04/29/2024	Created by Payroll Service on 0...	500046 · Miscellaneous Expense	21- Library Fund	24.00		24.00
	Total QuickBooks Payroll Service			<u>68.00</u>	<u>0.00</u>	
Raymond McKinley1						
04/03/2024		500020 · Dues, Travel & Confere...	07- Wastewater Tr...	88.90		88.90
	Total Raymond McKinley1			<u>88.90</u>	<u>0.00</u>	
Rick Hohmbaum						
04/24/2024	office supplies	50234 · Operating Supplies Admin	01-General Fund	36.45		36.45
	Total Rick Hohmbaum			<u>36.45</u>	<u>0.00</u>	
Ruth Prater-Reimbursement						
04/03/2024	supplies	500034 · Operating Supplies	21- Library Fund	57.86		57.86
	Total Ruth Prater-Reimbursement			<u>57.86</u>	<u>0.00</u>	
RVS Software						
04/17/2024	Annual Software Maintenance	500034 · Operating Supplies	07- Wastewater Tr...	1,561.00		1,561.00
	Total RVS Software			<u>1,561.00</u>	<u>0.00</u>	
SAIF						
04/17/2024		500013 · Workers Compensation	03- State Tax Stre...	0.60		0.60
04/17/2024		500013 · Workers Compensation	01-General Fund	3.35		3.35
04/17/2024		500013 · Workers Compensation	07- Wastewater Tr...	7.79		7.79
04/17/2024		500013 · Workers Compensation	21- Library Fund	0.24		0.24
	Total SAIF			<u>11.98</u>	<u>0.00</u>	
Stephanie Stroud, CPA, LLC						
04/10/2024		50226 · Contracted Services Admin	01-General Fund	705.25		705.25
04/10/2024		500026 · Contracted Services	07- Wastewater Tr...	1,309.75		1,309.75
	Total Stephanie Stroud, CPA, LLC			<u>2,015.00</u>	<u>0.00</u>	

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Cash Basis

**City of Lakeside
Expenses by Vendor Detail
April 2024**

Date	Memo	Account	Class	Debit	Credit	Original Amount
04/03/2024	Tenmile Lake Wireless Internet	500026 · Contracted Services	07- Wastewater Tr...	50.00		50.00
	Total Tenmile Lake Wireless Internet			50.00	0.00	
04/24/2024	The Dyer Partnership, Inc.	500050 · Grant expense	07- Wastewater Tr...	1,410.00		1,410.00
04/24/2024	arpa grant	500050 · Grant expense	07- Wastewater Tr...	46,647.00		46,647.00
	Total The Dyer Partnership, Inc.			48,057.00	0.00	
04/17/2024	Tom and Gig's, LLC.	500062 · Capital Outlay-Equipment	07- Wastewater Tr...	3,403.00		3,403.00
	truck equipment					
	Total Tom and Gig's, LLC.			3,403.00	0.00	
04/22/2024	umpqua bank	50221 · License Fees & Permits	01-General Fund	124.61		124.61
	Total umpqua bank			124.61	0.00	
04/24/2024	Umpqua Valley Fire Services	50747 · Building Maintenance	01-General Fund	586.85		586.85
	Total Umpqua Valley Fire Services			586.85	0.00	
04/10/2024	USA Blue Book	500034 · Operating Supplies	07- Wastewater Tr...	487.98		487.98
04/10/2024		500034 · Operating Supplies	07- Wastewater Tr...	97.62		97.62
04/24/2024		500034 · Operating Supplies	07- Wastewater Tr...	1,309.08		1,309.08
04/24/2024		500034 · Operating Supplies	07- Wastewater Tr...	289.08		289.08
	Total USA Blue Book			2,183.76	0.00	
04/03/2024	Verizon Wireless	500032 · Telephone	07- Wastewater Tr...	105.19		105.19
04/03/2024	Monthly Employee Cell Phones	500032 · Telephone	03- State Tax Stre...	52.24		52.24
04/03/2024	Monthly Employee Cell Phones	50232 · Telephone Admin	01-General Fund	52.24		52.24
	Total Verizon Wireless			209.67	0.00	
04/10/2024	Western Display Fireworks, LTD.	50546 · July 4th Fireworks Display	05 - Tourism	7,500.00		7,500.00
	Fireworks 2024					
	Total Western Display Fireworks, LTD.			7,500.00	0.00	
04/24/2024	Zipty Fiber	500032 · Telephone	07- Wastewater Tr...	125.73		125.73
04/24/2024		500032 · Telephone	21- Library Fund	142.25		142.25
04/24/2024		50232 · Telephone Admin	01-General Fund	279.79		279.79
04/24/2024		500032 · Telephone	03- State Tax Stre...	92.00		92.00
	Total Zipty Fiber			639.77	0.00	
TOTAL				122,035.17	845.98	

*845.987 Credit on account
121,189.19*

STEPHANIE STROUD, CPA, LLC

750 Central Avenue, Suite 102 • Coos Bay, OR 97420
(541) 269-1358

ACCOUNTANT'S COMPILATION REPORT

City Council
City of Lakeside
PO Box L
Lakeside, OR 97449

Management is responsible for the accompanying financial statements of the City of Lakeside (a municipal corporation), which comprise the statement of assets, liabilities, and fund balance - cash basis as of April 30, 2024, and the related statement of receipts and disbursements, budget and actual - cash basis for the ten months then ended, and for determining that the cash basis of accounting is an acceptable financial reporting framework. I have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. I did not audit or review the financial statements nor was I required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, I do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

The financial statements are prepared in accordance with the cash basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America.

The accompanying budget of the City of Lakeside for the year ended June 30, 2024 has not been compiled or examined by me and, accordingly, I do not express an opinion on any other form of assurance on it. The forecasted or projected results may not be achieved and I assume no responsibility to update the report for events and circumstances occurring after the date of the report.

Management has elected to omit substantially all the disclosures ordinarily included in financial statements prepared in accordance with the cash basis of accounting. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the City's assets, liabilities, equity, revenues, and expenses. Accordingly, the financial statements are not designed for those who are not informed about such matters.

Management has elected to omit the summaries of significant assumptions and accounting policies required under established guidelines for presentation of prospective financial statements. If the omitted summaries were included in the budgeted information, they might influence the user's conclusions about the City's budgeted information. Accordingly, this budgeted information is not designed for those who are not informed about such matters.

I am not independent with respect to the City of Lakeside.



Stephanie Stroud, CPA, LLC

Coos Bay, Oregon
May 3, 2024

City of Lakeside
Statement of Assets, Liabilities, and Fund Balance - Cash Basis
Substantially All Disclosures Required by OCBOA Omitted
April 30, 2024

	General Fund 01	State Street Tax Fund 03	Community Development Fund 04	Tourism Fund 05	Wastewater Treatment Plant Fund 07	Wastewater System Development Fund 09	Wastewater Capital Reserve Fund 10	Library Fund 21	Total
ASSETS									
Current assets									
State Pool	\$ 468,589.22	\$ 86,950.80	\$ 50,199.14	\$ 100,399.28	\$ 1,149,707.45	\$ 102,846.40	\$ 368,854.80	\$ 21,382.31	\$ 2,348,928.40
Northwest Community CU	-	-	-	-	-	-	-	33,247.00	33,247.00
Umpqua Bank	36,699.30	207,380.84	18,175.37	36,466.22	(265,243.37)	77,336.56	80,046.25	93,607.25	284,468.42
Petty cash	250.00	-	-	-	100.00	-	-	100.00	450.00
Petty cash - OCF Grant	100.00	-	-	-	-	-	-	-	100.00
Total Assets	\$ 505,638.52	\$ 294,331.64	\$ 68,374.51	\$ 136,864.50	\$ 884,564.08	\$ 180,182.96	\$ 448,901.05	\$ 148,336.56	\$ 2,667,193.82
LIABILITIES AND FUND BALANCE									
Current liabilities									
Payroll liabilities	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Current Liabilities	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fund balance (cash basis)									
Beginning fund balance	531,483.35	115,932.51	65,567.90	89,849.29	637,976.52	174,637.26	433,854.55	99,967.45	2,149,288.83
Restricted fund balance	-	178,389.13	-	-	246,587.56	5,545.70	-	33,247.00	33,247.00
Net changes in fund balance	(25,844.83)	-	2,806.61	47,015.21	-	-	15,046.50	15,122.11	484,677.99
Total fund balance	505,638.52	294,331.64	68,374.51	136,864.50	884,564.08	180,182.96	448,901.05	148,336.56	2,667,193.82
Total liabilities and fund balance (cash basis)	\$ 505,638.52	\$ 294,331.64	\$ 68,374.51	\$ 136,864.50	\$ 884,564.08	\$ 180,182.96	\$ 448,901.05	\$ 148,336.56	\$ 2,667,193.82

City of Lakeside - General Fund 01
Statement of Receipts and Disbursements - Budget and Actual (cash basis)
Substantially All Disclosures Required by OCBOA Omitted
July 01, 2023 through April 30, 2024

	<u>Actual</u>	<u>Budget</u>	<u>Variance</u>
Receipts			
404000	\$ 19,021.33	\$ 2,000.00	\$ 17,021.33
407000	3,113.46	500.00	2,613.46
409000	35,822.97	35,000.00	822.97
410000	30,002.02	30,000.00	2.02
41000	1,093.68	1,100.00	(6.32)
412000	13,758.71	14,000.00	(241.29)
413000	23,636.98	25,000.00	(1,363.02)
414000	3,600.00	3,000.00	600.00
415000	560.87	1,500.00	(939.13)
416000	8,355.00	5,000.00	3,355.00
418000	48,366.13	50,000.00	(1,633.87)
420000	4,409.46	3,000.00	1,409.46
432000	2,000.00	300,000.00	(298,000.00)
Total Receipts	<u>193,740.61</u>	<u>470,100.00</u>	<u>(276,359.39)</u>
Disbursements			
Administration			
Personal services			
5000	50,587.23	75,000.00	24,412.77
500012	4,269.02	5,900.00	1,630.98
500013	889.67	4,000.00	3,110.33
500014	4,012.22	6,500.00	2,487.78
500015	18,702.26	25,000.00	6,297.74
500016	1,044.57	2,100.00	1,055.43
Total Personal services	<u>79,504.97</u>	<u>118,500.00</u>	<u>38,995.03</u>
Materials and services			
50220	6,508.84	7,000.00	491.16
50221	6,816.97	3,000.00	(3,816.97)
50222	25,174.71	1,500.00	(23,674.71)
50223	5,980.67	10,000.00	4,019.33
50225	9,565.64	12,000.00	2,434.36
50226	10,837.10	53,000.00	42,162.90
50229	-	2,000.00	2,000.00
50230	990.03	15,000.00	14,009.97
50232	4,089.42	3,500.00	(589.42)
50233	1,227.00	2,747.00	1,520.00
50234	10,547.51	20,000.00	9,452.49
50235	-	1,500.00	1,500.00
50236	-	1,500.00	1,500.00
50246	1,226.09	3,000.00	1,773.91
50731	12,322.55	25,000.00	12,677.45
50745	-	300,000.00	300,000.00
50747	3,826.16	4,000.00	173.84
Total Materials and services	<u>99,112.69</u>	<u>464,747.00</u>	<u>365,634.31</u>
Total Administration	<u>178,617.66</u>	<u>583,247.00</u>	<u>404,629.34</u>

See accountant's compilation report.

City of Lakeside - General Fund 01
Statement of Receipts and Disbursements - Budget and Actual (cash basis)
Substantially All Disclosures Required by OCBOA Omitted
July 01, 2023 through April 30, 2024

	<u>Actual</u>	<u>Budget</u>	<u>Variance</u>
500060			
Capital Outlay			
Capital Outlay	9,507.25	105,000.00	95,492.75
Total Capital Outlay	9,507.25	105,000.00	95,492.75
Debt Service			
500070			
Debt Service Principal	21,003.56	20,697.00	(306.56)
500071			
Debt Service Interest	10,456.97	18,207.00	7,750.03
Total Debt Service	31,460.53	38,904.00	7,443.47
General Operating Contingency	-	60,000.00	(60,000.00)
Total Disbursements	219,585.44	787,151.00	567,565.56
Excess (Deficiency) of Receipts Over (Under) Disbursements	(25,844.83)	(317,051.00)	291,206.17
Other Financing Sources (Uses)			
500094			
Transfer to Community Dev.	-	(50,000.00)	50,000.00
Total Other Financing Sources (Uses)	-	(50,000.00)	50,000.00
Unappropriated Ending Fund Balance	-	(100,000.00)	100,000.00
Excess (Deficiency) of Receipts Over (Under) Disbursements and Other Financing Sources (Uses)	\$ (25,844.83)	\$ (467,051.00)	\$ 441,206.17

See accountant's compilation report.

City of Lakeside - State Street Tax Fund 03
Statement of Receipts Disbursements - Budget and Actual (cash basis)
Substantially All Disclosures Required by OCBOA Omitted
July 01, 2023 through April 30, 2024

	<u>Actual</u>	<u>Budget</u>	<u>Variance</u>
Receipts			
404000	\$ 3,546.93	\$ 500.00	\$ 3,046.93
40006.1	126,953.81	120,000.00	6,953.81
407000	10,000.00	50.00	9,950.00
432000	161,000.00	300,000.00	(139,000.00)
Total Receipts	301,500.74	420,550.00	(119,049.26)
Disbursements			
Personal services			
5000	37,788.97	65,000.00	27,211.03
500012	2,890.86	5,500.00	2,609.14
500013	154.87	2,000.00	1,845.13
500014	4,458.22	7,000.00	2,541.78
500015	12,727.30	20,000.00	7,272.70
500016	905.32	2,000.00	1,094.68
Total Personal services	58,925.54	101,500.00	42,574.46
Materials and services			
500020	-	2,000.00	2,000.00
500022	-	1,200.00	1,200.00
500023	-	1,200.00	1,200.00
500025	2,391.41	3,500.00	1,108.59
500026	513.22	40,000.00	39,486.78
500029	842.31	5,000.00	4,157.69
500030	-	6,500.00	6,500.00
500031	29,371.83	39,000.00	9,628.17
500032	1,435.64	1,000.00	(435.64)
500034	3,212.77	5,000.00	1,787.23
500035	7,525.00	25,000.00	17,475.00
500036	1,809.36	3,000.00	1,190.64
500047	-	3,666.00	3,666.00
500050	17,074.53	300,000.00	282,925.47
50024.1	-	10,000.00	10,000.00
Total Materials and services	64,176.07	446,066.00	381,889.93
Capital Outlay			
500060	-	60,000.00	5,000.00
Total Capital Outlay	-	60,000.00	5,000.00
Operating Contingency	-	45,000.00	(45,000.00)
Total Disbursements	123,101.61	652,566.00	(45,000.00)
Unappropriated Ending Fund Balance	-	(50,000.00)	50,000.00
Excess (Deficiency) of Receipts Over (Under) Disbursements	178,399.13	(282,016.00)	460,415.13

See accountant's compilation report.

City of Lakeside - Community Development Fund 04
Statement of Receipts and Disbursements - Budget and Actual (cash basis)
Substantially All Disclosures Required by OCBOA Omitted
July 01, 2023 through April 30, 2024

	<u>Actual</u>	<u>Budget</u>	<u>Variance</u>
Receipts			
416000	\$ 1,800.00	\$ 2,500.00	\$ (700.00)
404000	199.14	-	199.14
417000	26,771.74	25,000.00	1,771.74
431000	-	300,000.00	(300,000.00)
Total receipts	<u>28,770.88</u>	<u>327,500.00</u>	<u>(298,729.12)</u>
Disbursements			
Materials and services			
500020	-	5,000.00	5,000.00
500022	-	2,500.00	2,500.00
500024	15,305.59	25,000.00	9,694.41
500026	-	6,000.00	6,000.00
500033	-	1,000.00	1,000.00
500046	-	1,000.00	1,000.00
500050	-	300,000.00	300,000.00
50250	8,253.66	30,000.00	21,746.34
50251	2,405.02	10,000.00	7,594.98
50541	-	500.00	500.00
Total Materials and services	<u>25,964.27</u>	<u>381,000.00</u>	<u>355,035.73</u>
Operating Contingency	<u>-</u>	<u>50,000.00</u>	<u>(50,000.00)</u>
Total Disbursements	<u>25,964.27</u>	<u>431,000.00</u>	<u>405,035.73</u>
Excess (Deficiency) of Receipts Over (Under) Disbursements	<u>2,806.61</u>	<u>(103,500.00)</u>	<u>106,306.61</u>
Other financing sources (uses)			
495002	-	50,000.00	(50,000.00)
Total other financing sources (uses)	<u>-</u>	<u>50,000.00</u>	<u>(50,000.00)</u>
Unappropriated Ending Fund Balanc	<u>-</u>	<u>(20,000.00)</u>	<u>(20,000.00)</u>
Excess (Deficiency) of Receipts over (Under) disbursements and other financing sources (uses)	<u>\$ 2,806.61</u>	<u>\$ (73,500.00)</u>	<u>\$ 76,306.61</u>

See accountant's compilation report.

City of Lakeside - Tourism Fund 05
Statement of Receipts and Disbursements - Budget and Actual (cash basis)
Substantially All Disclosures Required by OCBOA Omitted
July 01, 2023 through April 30, 2024

		<u>Actual</u>	<u>Budget</u>	<u>Variance</u>
Receipts				
409000	Transient Tax revenue	\$ 83,587.03	\$ 80,000.00	\$ 3,587.03
404000	Interest Revenue	398.28	-	398.28
Total receipts		<u>83,985.31</u>	<u>80,000.00</u>	<u>3,985.31</u>
Disbursements				
Materials and services				
50528	Tourism Promotion	5,535.00	25,000.00	19,465.00
50539	Beach Maintenance	4,855.00	15,000.00	10,145.00
50540	City Parks Maintenance	-	1,500.00	1,500.00
50545	Event Expense	1,580.10	15,000.00	13,419.90
50546	July 4th Fireworks Display	25,000.00	35,000.00	10,000.00
Total Materials and services		<u>36,970.10</u>	<u>91,500.00</u>	<u>54,529.90</u>
Operating Contingency		-	50,000.00	50,000.00
Total Disbursements		<u>36,970.10</u>	<u>141,500.00</u>	<u>104,529.90</u>
Excess (Deficiency) of Receipts Over (Under) Disbursements		<u>47,015.21</u>	<u>(61,500.00)</u>	<u>108,515.21</u>
Unappropriated Ending Fund Balance		-	(51,500.00)	(51,500.00)
Excess (Deficiency) of Receipts over (Under) disbursements and other financing sources (uses)		<u>\$ 47,015.21</u>	<u>\$ (113,000.00)</u>	<u>\$ 160,015.21</u>

See accountant's compilation report.

City of Lakeside - Wastewater Treatment Plant Fund 07
Statement of Receipts and Disbursements - Budget and Actual (cash basis)
Substantially All Disclosures Required by OCBOA Omitted
July 01, 2023 through April 30, 2024

	Actual	Budget	Variance
Receipts			
404000	\$ 46,267.54	\$ 10,000.00	\$ 36,267.54
407000	3,214.00	-	3,214.00
407002	-	2,000.00	(2,000.00)
421000	772.00	1,500.00	(728.00)
432000	651,162.00	6,000,000.00	(5,348,838.00)
497000	1,034,541.35	800,000.00	234,541.35
Total Receipts	1,735,956.89	6,813,500.00	(5,077,543.11)
Disbursements			
Personnel Services			
5000	197,009.86	270,000.00	72,990.14
500012	15,214.44	22,000.00	6,785.56
50013	2,066.37	6,000.00	3,933.63
50014	15,475.80	25,000.00	9,524.20
50015	49,403.98	65,000.00	15,596.02
50016	4,329.87	6,500.00	2,170.13
Total Personnel Services	283,500.32	394,500.00	110,999.68
Materials and Services			
500020	4,272.43	7,000.00	2,727.57
500021	6,612.40	7,000.00	387.60
500022	-	500.00	500.00
500023	-	5,000.00	5,000.00
500025	11,957.05	15,000.00	3,042.95
500026	51,787.62	110,000.00	58,212.38
500027	18,798.00	20,000.00	1,202.00
500029	21,256.21	30,000.00	8,743.79
500030	12,763.00	50,000.00	37,237.00
500031	47,890.93	60,000.00	12,109.07
500032	2,390.43	6,500.00	4,109.57
500033	3,000.00	3,500.00	500.00
500034	87,859.66	120,000.00	32,140.34
500036	1,780.22	6,000.00	4,219.78
500046	-	5,572.00	5,572.00
500047	-	5,000.00	5,000.00
500050	652,571.10	6,000,000.00	5,347,428.90
500051	-	2,000.00	2,000.00
50024.1	1,241.00	15,000.00	13,759.00
50026.1	52,371.00	55,000.00	2,629.00
50026.2	13,242.79	50,000.00	36,757.21
50035.1	-	2,000.00	2,000.00
50529	3,030.00	15,000.00	11,970.00
Total Materials and Services	992,823.84	6,590,072.00	5,597,248.16
Capital Outlay			
500062	54,580.27	90,000.00	35,419.73
500064	652.82	25,000.00	24,347.18
500059	-	25,000.00	25,000.00
Total Capital Outlay	55,233.09	140,000.00	84,766.91
Debt Service			
561004	77,812.08	82,312.00	4,499.92

See accountant's compilation report.

City of Lakeside - Wastewater Treatment Plant Fund 07
Statement of Receipts and Disbursements - Budget and Actual (cash basis)
Substantially All Disclosures Required by OCBOA Omitted
July 01, 2023 through April 30, 2024

	<u>Actual</u>	<u>Budget</u>	<u>Variance</u>
500070 Principal	80,000.00	75,000.00	(5,000.00)
Total Debt Service	157,812.08	157,312.00	(500.08)
Operating Contingency	-	31,174.00	(31,174.00)
Total Disbursements	1,489,369.33	7,313,058.00	5,708,247.84
Excess (Deficiency) of Receipts			
Over (Under) Disbursements	246,587.56	(499,558.00)	746,145.56
Other Financing Sources (Uses)			
500093 Transfer to WW Capital Reserve Fund	-	(50,000.00)	50,000.00
Total other financing sources (uses)	-	(50,000.00)	50,000.00
Unappropriated Ending Fund Balance	-	(25,000.00)	26,000.00
Excess (Deficiency) of Receipts Over (Under)			
Disbursements and Other Financing			
Sources (Uses)	\$ 246,587.56	\$ (574,558.00)	\$ 796,145.56

City of Lakeside - Wastewater System Dev. Fund 09
Statement of Receipts and Disbursements - Budget and Actual (cash basis)
Substantially All Disclosures Required by OCBOA Omitted
July 01, 2023 through April 30, 2024

		<u>Actual</u>	<u>Budget</u>	<u>Variance</u>
Receipts				
422000	System Development Charges	\$ 5,047.54	\$ 5,000.00	\$ 47.54
404000	Interest Revenue	498.16	50.00	448.16
Total Receipts		<u>5,545.70</u>	<u>5,050.00</u>	<u>495.70</u>
Unappropriated Ending Fund Balance		<u>-</u>	<u>(168,769.00)</u>	<u>168,769.00</u>
Excess (Deficiency) of Receipts Over (Under) Disbursements		<u>5,545.70</u>	<u>(163,719.00)</u>	<u>169,264.70</u>

See accountant's compilation report.

City of Lakeside - Wastewater Capital Reserve Fund 10
Statement of Receipts and Disbursements - Budget and Actual (cash basis)
Substantially All Disclosures Required by OCBOA Omitted
July 01, 2023 through April 30, 2024

	<u>Actual</u>	<u>Budget</u>	<u>Variance</u>
Receipts			
404000 Interest Revenue	\$ 15,046.50	\$ -	\$ 15,046.50
Total receipts	<u>15,046.50</u>	<u>-</u>	<u>15,046.50</u>
Other financing sources (uses)			
495000 Transfer from WWTP Fund	-	50,000.00	(50,000.00)
Total other financing sources (uses)	<u>-</u>	<u>50,000.00</u>	<u>(50,000.00)</u>
Unappropriated Ending Fund Balanc	<u>-</u>	<u>(483,139.00)</u>	<u>(483,139.00)</u>
Excess (Deficiency) of Receipts over (Under) disbursements and other financing sources (uses)			
	<u>\$ 15,046.50</u>	<u>\$ (433,139.00)</u>	<u>\$ 448,185.50</u>

See accountant's compilation report.

City of Lakeside - Library Fund 21
Statement of Receipts and Disbursements-Budget and Actual(cash basis)
Substantially All Disclosures Required by OCBOA Omitted
July 01, 2023 through April 30, 2024

	<u>Actual</u>	<u>Budget</u>	<u>Variance</u>
Receipts			
404000	\$ 872.22	\$ 100.00	\$ 772.22
42600.1	Trust Acct Interest Revenue 369.01	70.00	299.01
407000	Miscellaneous Revenue 6,110.57	800.00	5,310.57
423000	Special Levy Revenue 96,982.73	90,000.00	6,982.73
444000	Ready to Read Grant 1,000.00	1,000.00	-
443000	Miscellaneous Grants -	5,000.00	(5,000.00)
	Total Receipts 105,334.53	96,970.00	8,364.53
Disbursements			
Personal services			
5000	Payroll 57,557.93	98,000.00	40,442.07
500012	Social Security/Medicare 4,606.54	7,050.00	2,443.46
500013	Workers Comp 51.00	150.00	99.00
500014	PERS 3,276.17	6,200.00	2,923.83
500015	Health insurance 2,000.00	2,400.00	400.00
500016	Unemployment 1,463.87	2,450.00	986.13
	Total Personal services 68,955.51	116,250.00	47,294.49
Materials and services			
500020	Dues, Travel & Conference 365.02	5,000.00	4,634.98
500026	Contracted Services -	5,000.00	5,000.00
500032	Telephone 1,316.02	2,000.00	683.98
500033	Postage -	50.00	50.00
500034	Operating Supplies 5,031.97	5,500.00	468.03
500035	Donations Money spent 69.99	2,000.00	1,930.01
500037	Materials, Subscriptions & Books 10,755.69	16,330.00	5,574.31
500038	Computer Supplies & Materials 2,495.54	5,000.00	2,504.46
500044	Ready to Read Grant 1,063.53	1,000.00	(63.53)
500043	Miscellaneous Grants -	5,000.00	5,000.00
500046	Miscellaneous Expense 159.15	700.00	540.85
500048	Books & Periodicals Trust -	70.00	70.00
	Total Materials and services 21,256.91	47,650.00	26,393.09
	Contingency -	15,000.00	(15,000.00)
	Total disbursements 90,212.42	178,900.00	88,687.58
	Unappropriated Ending Fund Balance -	\$ (47,527.00)	\$ (47,527.00)
	Excess (Deficiency) of Receipts		
	Over (Under) Disbursements \$ 15,122.11	\$ (129,457.00)	\$ 144,579.11

See accountant's compilation report.

**CITY OF LAKESIDE
COUNCIL STAFF REPORT**

DATE ACTION REQUESTED: April 11, 2024			
Ordinance <input type="checkbox"/>	Resolution <input type="checkbox"/>	Motion <input type="checkbox"/>	Information X
Date Prepared: May 2, 2024		Dept.: City Manager's Office	
SUBJECT: Citizen Concern-Logging Activities near Tiara Street		Contact Person for this Item: Rick Hohnbaum <u>manager@cityoflakeside.org</u>	

SUBJECT: Citizen Concern regarding mess created and left by logging operations

BACKGROUND: At the most recent regular city council meeting held on April 11, 2024, Denise Ford spoke to the community and the council relating her concerns regarding the nearby logging operations. She also provided a written statement to the city council (attached) as well.

SITUATIONAL AWARENESS: The issues and concerns brought to the council by Ms. Ford are accurately stated and expressed based upon my personal observations of this situation. I was first aware of this situation on January 5th, finding it on my own during a leisurely drive around on my lunch hour. Attached you will find an email I sent to the city attorney on Monday January 8th. On the 5th, upon discovery I contacted the city engineer who immediately sent out some staff members. Observations regarding the water flow and conditions and lots of pictures occurred. Phone calls to state forestry with a response that "...they didn't have any information...."

I expected State Forestry to shut them down. Instead, state forestry called me about a week later that everything was in order and that a permit was not even required. There were some changes in the Oregon Forestry Practices Act that went into effect January 1, 2024 and they had to file a notification but no permit was required. It was also the opinion of state forestry staff that the city's code for steep slopes was not enforceable unless the city had its own Forestry Practices Act (FPA) and that just having a steep slope ordinance which could be part of an FPA did not require them to follow standards within the city limits.

Due to the nastiness of the situation, I expended city resources including city engineering staff, city street staff, legal consultation, planning consultant as well as city manager resources. Ms. Ford is absolutely correct in her facts and in her perspective. The city is not able to have and manage an independent Forestry Practices Act and the city's steep slopes as a stand-alone ordinance according to state forestry is not enforceable when it comes to logging. In addition, there is some interpretation issues as it relates to our standards which are oriented towards "development." The activity done on the steep slope in this logging operation is an abomination and destructive act by Mr. Mast. It may or may not be defined as "development" since they were and are creating a mess and not currently "developing." What may come next is the actual developing or attempt to develop this property which would have to be done to the city's standards which would include the steep slope ordinance.

April 10, 2024

LAKESIDE, OREGON
CITY MAYOR AND COUNCIL MEMBERS

Lakeside is in a period of economic change since the passing of the very lenient ATV ordinances. The town now allows dune access to those seeking to ride their quads, also allows the all-terrain vehicles on roads within the city limits. This access, which is unparalleled on the Oregon coast, has brought dune riders into the city, both as visitors and potential homeowners in spite of ballooning property values in the area. Tourism is a crucial part for Lakeside and is one of the only cities in the state without a city property tax. Lakeside's city revenue is largely generated through visitors via a transient tax on motels, RV parks and B and B's, in addition to sewage processing and the usual kick-backs from liquor and tobacco sales.

I am here for this meeting with my concerns for our new mayor and city council. I live at the corner of Tiara Street and Woodland just east of 8th Street. My husband and I are in our sixth year here to be with my two sons and daughter-in-law. We had lived in the Beaverton, Oregon area since 1994.

On August 29, 2023 our peace and quiet began to change and not for the good. It has not been good for our Lakeside community, especially for all the property owners adjacent to the 7-acre treed hill owned by Mr. Mike Mast. Mr. Mast has a logging business which has not fared well with our community in the past. He logged property on Hill Top Road with the intention for a small subdivision over six years ago and to date has not fulfilled his obligation with Oregon Department of Forestry on that particular property. So this time, Mr. Mast subcontracted the logging of the 7-acre land to Hudson Logging out of Coos Bay and thought he would be freed of any responsibility for damages, should that occur.

According to two employees of Oregon Department of Forestry at their southern office in Coos Bay, a soil compaction and land drainage report should have been submitted to the city of Lakeside prior to logging. Today, I have not been able to find anybody who is aware of these reports. I have over 400 photographs of this 7-acre property's logging nightmare which I will gladly share to those of interest. Our once beautiful treed hill is an ugly eyesore and the road on which all the huge logging equipment and logging trucks used, is now ruined. The drainage ditches that the city is supposed to maintain are clogged with mud from the runoff. The northeast corner of the Tiara and Woodland intersection's new drainage pipe may have been compromised due to a driver of a large logging tow truck.

Because of the economic condition of Lakeside, property owners have to maintain the drainage ditches in front of their property. We can no longer continue to do this due to their clogged conditions. Our own property is being damaged by this road condition. No activity has been seen of Hudson Logging at this jobsite since February 19, 2024 and cleanup is nonexistent.

manager@cityoflakeside.org

From: manager@cityoflakeside.org
Sent: Monday, January 8, 2024 8:30 AM
To: Gary Darnielle; Henry Hearley [REDACTED]
Cc: Aaron Speakman; 'Blair Hopwood'
Subject: NON PERMITTED LOGGING IN PROGRESS IN LAKESIDE
Attachments: Untitled; Untitled; Untitled; Untitled

Gary;
Friday I cruised by an area where I heard there was some logging going on within the city. IT WAS A BLOOMING DISASTER!!!

I immediately called the city engineer and within two hours he had a staff member on site who I also visited with from Dyer Partnership.

I was informed that state forestry was on the way out and that they most likely would take the lead in enforcing restrictions regarding the conditions and slope that they were logging in.

It was mentioned that reportedly a permit was requested last year and was denied due to the slopes and condition.

It was also mentioned that they had no state forest permit either.

They do NOT have a city steep slope permit which requires planning commission approval.

Mud is six inches high on city street.

MY expectation is that state would shut them down.

THIS MORNING I stopped on the way into the office and they are out there working including a scoop caterpillar type device taking mud off the road and dumping it into the channel/ditch behind the property of the first house below the cutting.

It would appear state is doing nothing.

The city needs to enforce the steep slope requirement immediately.

Henry and Gary:
What's the process?

Rick

Thank you,

Rick Hohnbaum
City Manager
manager@cityoflakeside.org
Phone: 541-759-3007 ex 1000
P.O. Box L
915 N. Lake Road
Lakeside, OR 97449



January 22, 2024

Mr. Mike Mast
19678 Lower Smith River Road
Reedsport, OR 97467

Mr. Mast;

On Friday afternoon January 6, 2024 I reviewed the logging site and work being done on your property within the City Limits of the City of Lakeside. I immediately contact the City Engineer and City Planner. It is my initial analysis that you are in serious violation of Ordinance No. 213 (attached). The amount of debris and affect of the operations occurring on your property upon our streets, properties and city water quality within the downstream ditches and culverts is alarming. Both engineering staff and myself are taking pictures and tracking these issues while pursuing enforcement and legal options.

During the week of January 8-16, I have been in conversations with Oregon Forestry and we have conferred with legal counsel on future options. While I am not giving or offering legal advice, it is my professional opinion that the FPA does not serve as the standards within city limits if the city has standards. I would request that you cease and desist immediately and pursue the proper permits to conduct this activity in a safe and legal manner.

PO Box L
915 N Lake Road
Lakeside, OR 97449
(541)759-3007

ORDINANCE NO. 213

AN ORDINANCE REGULATING STEEP SLOPE DEVELOPMENT AND REQUIRING EROSION CONTROL PLANS BEFORE DEVELOPMENT COMMENCES.

The City of Lakeside ordains as follows:

Hazard Zone:

Slopes of 30 degrees or more shall require a Steep Slope Development Permit approved by the City of Lakeside Planning Commission. An engineered erosion and drainage control plan shall be submitted with the Steep Slope Permit Application. The plans for erosion control will be reviewed by the City Engineer at the expense of the applicant. The fee for the Steep Slope Permit and The City Engineer's review cost must be paid before the permit is issued. The preventative controls in the erosion and drainage control plan must be sufficient to prevent erosion and made adequate provision for drainage. The preventative controls must be completed within sixty (60) days after excavation or removal of the natural ground cover.

Respectfully;

Rick Hohnbaum
City Manager
541 759 3010

Cc: Jacob Bergstrom

manager@cityoflakeside.org

From: Aaron Speakman <aspeakman@dyerpart.com>
Sent: Friday, January 5, 2024 1:15 PM
To: HEARLEY Henry O
Cc: 'manager@cityoflakeside.org'; Blair Hopwood
Subject: FW: Lakeside Logging

Hello Henry,

To keep you in the loop, we contacted the State Forestry office and inquired about the logging operation and in summary, they didn't have any information and Jacob Bergstrom with the Department of Forestry is going to the site to investigate. Blair Hopwood from Dyer will also go to the site and we will report those findings.

Thanks,

Aaron Speakman, P.E.

The Dyer Partnership Engineers and Planners, Inc.
1330 Teakwood Ave.
Coos Bay, OR 97420
Phone: 541-269-0732
Fax: 541-269-2044

From: Aaron Speakman
Sent: Friday, January 5, 2024 1:13 PM
To: 'manager@cityoflakeside.org' <manager@cityoflakeside.org>
Subject: FW: Lakeside Logging

Hello Rick,

FYI Blair will be heading to Lakeside to meet with the forester referenced below and we will follow-up with more information as it becomes available.

Thanks,

Aaron Speakman, P.E.

The Dyer Partnership Engineers and Planners, Inc.
1330 Teakwood Ave.
Coos Bay, OR 97420
Phone: 541-269-0732
Fax: 541-269-2044

From: Blair Hopwood [REDACTED]
Sent: Friday, January 5, 2024 1:09 PM
To: Aaron Speakman [REDACTED]
Subject: Lakeside Logging

Aaron,

Jacob Bergstrom with Department of Forestry is going to take a look at the logging operation off of Tiara. He has no notification of this operation in their E-Notification system.

His contact info is:

Jacob Bergstrom, Small Forestland Owner Forester, Department of Forestry
(541) 267-4136
63612 Fifth Road Coos Bay, OR 97420
Jacob.Bergstrom@odf.oregon.gov

Blair Hopwood, PE

[REDACTED]
The Dyer Partnership Engineers & Planners
1330 Teakwood Ave, Coos Bay, OR 97420

**EMPLOYMENT AGREEMENT
CITY RECORDER/MANAGER, CITY OF LAKESIDE**

BETWEEN: The City of Lakeside (City)
AND: Rick Hohnbaum (Employee)

RECITALS:

A. The Charter of the City of Lakeside provides that the Mayor may, with the consent of the City Council, appoint any city officers the City Council deems necessary.

B. The City wishes to enter into an Employment Agreement with Employee as the City Recorder/Manager.

AGREEMENT:

SECTION 1. TERM

The term of this Agreement shall be six months, beginning on December 15, 2023 and ending on June 15, 2024, unless terminated earlier pursuant to this Agreement. This Agreement, in its entirety, will be automatically extended additional six-month periods unless the four members of the Council specifically take action to not renew this Agreement or negotiate a new agreement.

SECTION 2. DUTIES AND HOURS OF WORK

A. DUTIES

The duties and responsibilities of Employee shall be in accordance with state law, all ordinances and resolutions of the City, and such policies as shall be adopted from time to time by the City Council. The duties and responsibilities shall include, but are not necessarily limited to the following:

1. Employer agrees to employ Rick Hohnbaum as City Recorder/Manager to perform the functions and duties specified in Sections 10 and 22 of the Lakeside Charter, *et seq.*, and to perform other legally permissible and proper duties and functions without interference.
2. Employee is the chief administrative officer of the Employer and will faithfully perform the duties as prescribed in the Employer's ordinances and as may be lawfully assigned by the Employer, and will comply with all lawful Employer directives, state and federal law, Employer policies, rules, and ordinances as they exist or may hereafter be amended.
3. Employee or designee will attend, and will be permitted to attend, all meetings of the City Council, both public and closed, except for those closed meetings devoted to the

subject of this Agreement, or any amendment thereto, or the Employee's evaluation or otherwise consistent with Oregon State law.

4. Employee shall supervise and coordinate the City's administrative policies and procedures, including personnel policies and purchasing procedures. In addition, the Employee will provide information and advice to the Mayor, City Council, other public officials and the public regarding the City's operations.
5. Employee shall act as the City's representative in such areas as labor relations, intergovernmental relations, conferences, conventions, and seminars related to public management.
6. The Employee shall prepare and submit to the Mayor and Council such reports as may be required by that body, or as he may deem advisable to submit. In addition, the Employee shall recommend for adoption by the Council such measures as he may deem necessary or expedient.
7. The Employee shall keep the Mayor and Council fully informed and advised of the financial conditions of the City and its future needs. He shall coordinate and supervise preparation of the preliminary budget for submission to the Mayor, and administer the budget after its adoption.
8. The Employee shall perform other such duties as the Mayor and Council may determine by ordinance or resolution.
9. The City Council, individually and collectively, will refer in a timely manner all substantive criticisms, complaints, and suggestions called to their attention to the Employee for study and/or appropriate action.
10. The Employer, only upon Agreement with Employee, will fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City of Lakeside charter, Lakeside Revised Municipal Code, or any other law. Employer shall provide Employee with seven (7) days' written notice of additional terms and conditions of employment.

B. HOURS OF WORK

Employee shall work 40 hours per week plus attending meetings required by the Mayor.

SECTION 3. COMPENSATION

- A. Employer agrees to pay Employee an annual base salary at the current annual rate of \$70,000, payable in installments at the same time that the other employees of the Employer are paid. This Agreement will be automatically amended to reflect any salary adjustments

that are approved by Employer. Consideration will be given on an annual basis to an increase in compensation. Employee will receive all cost-of-living increases, if any, which Employer provides to its other employees, at the same time and in the same manner said increases are granted to those employees. Merit increases based on annual performance evaluations and salary reviews are exclusive of any general cost-of-living increases provided to other employees.

- B. Upon each anniversary of employment, the City Council shall review Employee's performance annually to determine annual salary increases. Employee shall also receive any cost of living adjustments (COLA) received by the administrative management employees of the City during the period of this Agreement.
- C. At any time during the term of the Agreement, Employer may, in its discretion, review and adjust the salary of the Employee, but in no event will the Employee be paid less than the salary set forth in Section 3 of this Agreement except by mutual written agreement between Employee and Employer. Such adjustments, if any, will be made pursuant to a lawful City Council action. In such event, Employer and Employee agree to provide their best efforts and reasonable cooperation to execute a new agreement incorporating the adjusted salary.

SECTION 4. HEALTH, DENTAL, VISION, AND LIFE INSURANCE BENEFITS

In lieu of medical, dental, vision insurance benefits for Employee and family and life insurance with a benefit of \$10,000 for Employee, the Employer agrees to compensate the Employee with cash in an equivalent amount to the cost of said benefits. (The equivalent amount is estimated to be around \$800 per month.)

SECTION 5. VACATION, SICK, AND HOLIDAY LEAVE

Employee's vacation accrual is 6.85 hours per pay period. After two years vacation hours increase progressively according to the employee handbook. Employee shall begin his employment with 40 hours accrued vacation time.

Paid sick leave accrues at 8 hours per pay period. Employee is entitled to the same paid holiday benefit as other full-time employees of the Employer, as specified in the Employer's personnel policy. The Employer currently provides 12 paid holidays to full-time employees.

SECTION 6. PROFESSIONAL ACTIVITIES

The City shall, to the extent it is financially viable, budget and pay expenses for Employee's membership and participation in professional activities and conferences, including professional dues, the League of Oregon Cities, and any other membership fees and travel, which, in the judgment of the Mayor, are necessary and desirable for Employee's continued participation, growth, and advancement as City Recorder/Manager.

SECTION 7. RETIREMENT

The Employee (Hohnbaum) has been in the past and is currently a participant of the PERS system and will maintain his participation following the rules and expectations from PERS including paying his contribution to PERS if required by PERS.

SECTION 8. PERFORMANCE REVIEWS

- A. Employer will annually review the performance of the Employee in May subject to a process, form, criteria, and format for the evaluation which will be mutually agreed upon by the Employer and Employee.
- B. The annual evaluation process, at a minimum, will include the opportunity for both Parties to: (1) conduct a review session where the governing body and the Employee meet first to discuss goals and objectives of both the past twelve (12) month performance period as well as the upcoming twelve (12) month performance period; (2) following that review session, prepare a written evaluation of goals and objectives for the past and upcoming year; (3) next meet and discuss the written evaluation of these goals and objectives; and (4) present a written summary of the evaluation results to the Employee. The final written evaluation should be completed and delivered to the Employee within 45 days of the initial review session.
- C. The evaluation of the Employee will always be conducted in open session of the governing body unless requested in writing by the Employee to be held in executive session. The evaluation process and evaluation results will be considered confidential to the extent permitted by law. Nothing in this Agreement will prohibit the Employer or Employee from sharing the content of the Employee's evaluation with their respective legal counsel.
- D. If the Employer decides to modify the evaluation instrument, format and/or procedure, and such modifications would require new or different performance expectations, then the Employee will be provided thirty (30) days to demonstrate such expected performance before being evaluated.

SECTION 9. CONFLICTS OF INTEREST

Both parties acknowledge that in his capacity as City Recorder/Manager, Employee is subject to the ethics provisions of ORS Chapter 244 that apply to public officials. Further, both parties recognize the potential, no matter how small, that in his capacity as public official, Employee's official actions may have a private pecuniary benefit or detriment to his, a relative, or business.

In the event that Employee has a potential or actual conflict of interest, he shall abide by the provisions of ORS 244.120. In the event that Employee is determined to have an actual conflict of interest, those duties that constitute the conflict shall be assumed by the Mayor. is subject to the ethics provisions of ORS Chapter 244 that apply to public officials. Further, both parties recognize the potential, no matter how small, that in his capacity as public official,

Employee's official actions may have a private pecuniary benefit or detriment to her, a relative, or business.

Employee will always uphold the tenets of the ICMA Code of Ethics. Specifically, Employee will not support candidates for elected office, make financial contributions, sign or circulate petitions, or participate in fundraising activities for individuals seeking or holding office, nor seek or accept any personal enrichment or profit derived from confidential information or misuse of public time. Employer will support Employee in keeping these commitments by refraining from any order, direction, or request that would require Employee to violate the ICMA Code of Ethics.

SECTION 10. TERMINATION.

For this Agreement, termination will occur when:

- A. Termination for Good Cause. A majority of the City Council votes to terminate the Employee for good cause at a properly posted and duly authorized public meeting, in accordance with ORS 192.610. "Good Cause" is defined as the following:
1. Any willful, knowing, grossly negligent, or negligent breach, disregard or habitual neglect of any provision, duty or obligation of this Agreement, an ordinance of the City or the laws of the United States or the State of Oregon.
 2. Any misconduct involving an act of moral turpitude, criminal illegality (except minor traffic violations), or habitual violations of traffic laws, whether or not related to Employee's official duties hereunder.
 3. Any willful, knowing, grossly negligent, or negligent misapplication or misuse, direct or indirect, by Employee of public or other funds or other property, real or personal, owned by or entrusted to the City, any agency or corporation thereof, or Employee in his official capacity.
 4. Employee is unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of four successive weeks beyond any accrued sick leave, or for twenty working days over a thirty working-day period.
- B. Termination Events. This Agreement shall terminate upon any of the following events:
1. Mutual written agreement of the Council and Employee's, signed by both Employee and the designated representative of the City
 2. Retirement or death of the Employee
 3. Termination of employment for "good cause"
 4. Unilateral severance agreed to by four members of the City Council
 5. Resignation
 6. Expiration of the term of this Agreement.

C. Unilateral Severance

In the event Employee is terminated by the City, the City will either (a) pay Employee a lump sum cash payment equal to three (3) months base salary, or (b) provide two (2) months advance written notice to Employee. However, if Employee is terminated "for cause", then City shall have no obligation to pay the severance sum or give notice under this provision.

The severance pay shall be paid only after the Employee executes a waiver and release agreement prepared by the City Attorney.

SECTION 11. RESIGNATION

- A. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign at any time. In the event Employee voluntarily resigns prior to the expiration of the term of this Agreement, Employee shall give City thirty (30) days' written notice, unless otherwise agreed in writing. In the event of voluntary resignation, no severance will be paid.
- B. Exception for Disability: In the event Employee resigns or employment is severed due to disability of Employee, Employee shall be entitled to the severance pay set forth above and to be compensated for accrued, compensable leave and other accrued benefits.
- C. Mutual Non-Disparagement

In case of Employee's termination or resignation under Sections 10 or 11, Employee and Employer's elected officials each agree not to disparage or make negative comments about the other, either verbally or in writing, except where such comments are required by law.

SECTION 12. INDEMNIFICATION AND BONDING

Consistent with the Oregon Tort Claims Act and the City's insurance coverage, the City shall defend and indemnify Employee against any tort, professional liability claim or demand, or other legal action arising out of an alleged act or omission occurring in the performance of Employee's duties as City Recorder/Manager. Employee shall be covered under the City's liability insurance policies for covered acts or omissions occurring in the performance of Employee's duties as a city official at no expense to Employee. City shall be responsible for the cost of defense, prosecution, judgment, or settlement of claims or suits, provided that the City reserves the right to choose or approve legal representation for Employee and will retain control over the defense of the claim, including the sole power to compromise and settle any claim or action and pay the amount of the settlement or judgment.

The City shall bear the cost of any bond required of Employee by any law or ordinance.

SECTION 13. GENERAL PROVISIONS

- A. PERSONNEL MANUAL. Except as otherwise specified in the Agreement, the terms and provisions of the City's Personnel Manual shall apply to the City Recorder/Manager.
- B. REVIEW BY INDEPENDENT COUNSEL. Employee acknowledges that the City has advised him to have this Agreement reviewed by an attorney of his choice.
- C. EFFECTIVE DATE. This Agreement shall be effective beginning December 15, 2023 and shall continue as provided in Section 1 of this Agreement.
- D. NOTICES

Any notice required or permitted by this Agreement shall be in writing and shall be personally served upon the other Party, or sent by US Postal Service, certified service postage prepaid and addressed to the appropriate Party as follows:

If to City: Mayor Sherry Kinsey
City of Lakeside
PO Box L 915
North Lake Road
Lakeside, OR 97449

If to Employee: Mr. Rick Hohnbaum
2810 High Street SE
Salem, Oregon 97302

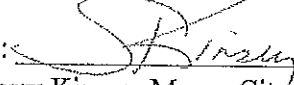
Notice shall be deemed given as of the date of personal service or upon the date of deposit in the in the course of transmission in the US Postal Service.

- E. VOLUNTARY AGREEMENT. Employee acknowledges that he understands the terms of this Agreement and that she has entered into it voluntarily.
- F. INTEGRATION. The terms of the agreement are set forth completely in this written document. This Agreement supersedes all prior or contemporaneous oral and written agreements, understandings, and commitments. Employee acknowledges that he has not relied on any other representation or promises by the City, its agents, employees or representatives, except those contained in this Agreement.
- G. SEVERABILITY. Any provision, or portion of any provision, in this Agreement that is held unenforceable, void, or unconstitutional shall not affect the remainder of the terms of this Agreement or any portion thereof which shall be deemed severable and shall remain in full force and effect.
- H. MODIFICATION. This Agreement may not be modified in any respect, except by a written agreement executed by both parties.

- I. GOVERNING LAW. This Agreement will be governed by Oregon State law.
- J. ARBITRATION. In the event either party undertakes any action to enforce or contest any matter arising out of or relating to this Agreement, that action will be brought in binding arbitration pursuant to ORS chapter 36.600, *et seq.*, The Uniform Arbitration Act. The prevailing party in such action will be awarded such attorney fees and costs as the arbitrator will deem reasonable, considering the complexity, effort, and result against the prevailing party.

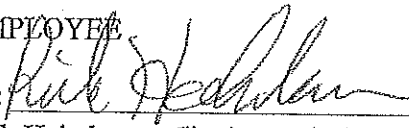
IN WITNESS WHEREOF, the City of Lakeside has caused this Agreement to be signed and executed in its behalf by its Mayor, and Employee has signed and executed this Agreement.

CITY OF LAKESIDE

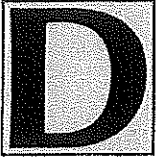
By: 
Sherry Kinsey, Mayor City of Lakeside

DATE: 12-14-23

EMPLOYEE

By: 
Rick Hohnbaum, City Recorder/Manager

DATE: 12-14-23



THE DYER PARTNERSHIP
ENGINEERS & PLANNERS, INC.

May 2, 2024

Rick Hohnbaum, City Manager
City of Lakeside
915 North Lake Road
Lakeside, Oregon 97449

RE: City of Lakeside
8TH Street Manhole Adjustments
Project No. 121.28

Dear Rick:

This letter is to recommend action by the City of Lakeside in response to the quotes received on May 2, 2024 at 2:00 PM for the above referenced project. Four quotes were received. There were no quote irregularities, and all were responsive and responsible. The quotes were in the following amounts:

1. \$38,500.00 by Johnson Rock Products, Inc.
2. \$71,258.00 by Knife River Materials
3. \$89,760.00 by Laskey-Clifton Corporation
4. \$95,498.48 by Billeter Marine, LLC

Dyer recommends that the City of Lakeside take the following action:

1. Accept the quotes.
2. Award a contract to Johnson Rock Products, Inc. in the amount of \$38,500.00.

It is our opinion that Johnson Rock Products, Inc. has sufficient experience and qualifications to satisfactorily construct the project.

Assuming the City of Lakeside concurs with our recommendation; we have enclosed three copies of the Notice of Award. A representative for the City needs to sign all three copies after which they should be returned to our office. (*Please do not date the Notice of Award.*) We will date the Award following notification that the City of Lakeside accepts the quotes and is determined to award the project.

Pursuant to ORS279C.835, the Oregon Bureau of Labor and Industries requires that Form WH-81 be filled out by the contracting agency and sent to them with a copy of the first-tier subcontractor form, if applicable (ORS 279C.370), within 30 days of issuing the Notice of Award. The form is available at:

<https://www.oregon.gov/boli/WHD/PWR/docs/wh81.pdf>

The Owner is also responsible for payment of a Public Works fee to the Bureau of Labor & Industries. This payment is accompanied by Form WH-39 which is available at:

<https://www.oregon.gov/boli/WHD/PWR/docs/wh39.pdf>

Sincerely,

Aaron Speakman, PE
City Engineer

Enclosure

**Section C-510
NOTICE OF AWARD**

NOTICE OF AWARD

Date of Issuance:

Owner:	City of Lakeside	Owner's Contract No.:	
Engineer:	The Dyer Partnership	Engineer's Project No.:	121.28
Project:	8 TH Street Manhole Adjustments	Contract Name:	8 TH Street Manhole Adjustments
Contractor:	Johnson Rock Products, Inc.		
Contractor's Address:	62157 Highway 101 Coos Bay, Oregon 97420		

TO CONTRACTOR:

You are notified that Owner has accepted your Quote dated May 2, 2024 for the above Contract, and that you are the Successful Contractor and are awarded a Contract for:

8TH Street Manhole Adjustments

The Contract Price of the awarded Contract is: \$ Thirty-eight thousand, five hundred dollars, and zero cents (\$38,500.00)

Three copies of unexecuted counterparts of the Agreement accompany this Notice of Award.

Three sets of the Quote Documents will be delivered separately.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner three fully executed counterparts of the Agreement, fully executed by Contractor. **All dates on the Agreement shall be left blank and the Effective Date of the Agreement will be inserted by Owner when Owner executes the Agreement.**
2. Deliver with the executed Agreements the Contract security (*performance and payment bonds*) and insurance documentation as specified in the Agreement. **All dates on the bonds shall be left blank.** A letter shall be provided, signed by both Contractor and Bonding Company, or authorized agent of Bonding company, which authorized the Owner to insert the date on the Bonds which is the same date as the Effective Date of the Agreement.
3. Parties required to be listed as insured, additionally insured, or also insured shall all be listed on the Certificates of Insurance.
4. Also, before you may start any Work at the site you must:
 - a. Submit a project work schedule.
 - b. Provide a thumb drive or digital copy of the video of all work areas.
 - c. Receive a Notice to Proceed from the Engineer.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

ACCEPTANCE NOTICE

City of Lakeside
(OWNER)

By _____
(AUTHORIZED SIGNATURE)

(TITLE)

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____

this the _____ day of _____, 20____.

By: _____

Title: _____

Employer I.D. No. _____

BID TABULATION

6TH Street Manhole Adjustments City of Lakeside Coos County, Oregon										Quotes Received: 6/27/2024 The Dyer Partnership Engineers & Planners, Inc. Project No. 121.28					
Item	Description	Quantity	Unit	ENVOIERS ESTIMATE		CONTRACTOR Johnson Rock		CONTRACTOR Kofu River		CONTRACTOR Lasky-Cohen Corp		CONTRACTOR Basco Marina		AVERAGES	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
Base Quote															
1	Manhole Repair & Grade Adjustment	22	EA	\$2,500.00	\$55,000.00	\$1,750.00	\$38,500.00	\$3,239.00	\$71,258.00	\$4,000.00	\$88,760.00	\$4,340.84	\$95,498.48	\$3,352.66	\$73,754.12
Base Quote				\$55,000.00		\$38,500.00		\$71,258.00		\$88,760.00		\$95,498.48		\$73,754.12	

EXHIBIT A
QUOTE
CITY OF LAKESIDE
8TH STREET MANHOLE ADJUSTMENTS
Project No. 121.28

I, Kortney Johnson (hereinafter "Contractor") do hereby acknowledge that I have read and understand the scope of work, special provisions, and contract provisions as they relate to the City of Lakeside for the 8TH Street Manhole Adjustments (hereinafter "Owner").

As witnessed by my signature below, the Contractor agrees to accept as full payment for the required work and the unit price amount shown, with the understanding this price represents a true measure of all work and materials required to complete the work, including all allowance for overhead and profit. The undersigned hereby proposes to furnish all labor, equipment, and materials complete and including all related construction, in strict accordance with the Scope of Work/Agreement and Plans. Contractor agrees that all work shall be substantially completed within 60 calendar days of the issuance of the Notice to Proceed. Work shall be fully completed within 30 calendar days following substantial completion.

Contractor has examined and carefully studied the Quote Documents, the other related data identified in the Quote Documents and the following Addenda (receipt of all which is hereby acknowledged):

Addendum No.	Addendum Date
<u>1</u>	<u>4/29/24</u>

Prior to 2:00 p.m. on May 2, 2024, submit Quote to: The Dyer Partnership (Engineer), ATTN: Aaron Speakman, PE, at info@dverpart.com Faxed quotes will not be accepted.

Owner reserves the right to reject any or all Quotes, including without limitation, nonconforming, nonresponsive, unbalanced or conditional Quotes. Owner may reject any quote not in compliance with all prescribed public contracting procedures and requirements and may, for good cause, reject any and all quotes upon a finding of the Owner that it is in the public interest to do so. Owner further reserves the right to reject the Quote of any Contractor whom it finds, after reasonable inquiry and evaluation, to be non-responsible. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the successful Contractor. Owner will select the Contractor for this project based on the lowest Quote received.


The undersigned hereby proposes to furnish all labor, equipment, and materials complete and including all related construction, in strict accordance with the plans, specifications and contract provisions for the prices as follows:

1. Construct manhole repair and frame adjustments as needed to 22 manholes.

QUOTE
BASE QUOTE – UNIT PRICE

Item	Description	Unit	Quantity	Unit Price	Total
1	Manhole Repair & Grade Adjustment	EA	22	\$ 1,750 ⁰⁰	\$ 38,500.00
Total Base Quote					\$ 38,500.00

1. Contractor agrees their stated unit price amounts will be binding in the event of any errors in extension or additions.



Signature

5/1/2024

Date

Kortney Johnson

Name (Print)

Vice President

Title (Print)

Johnson Rock Products, Inc

Name of Company or Corporation (Print)

Note¹: Contractor needs to furnish *evidence of authority to sign* within two hours of the time of receipt of the Quote if your company is a corporation, partnership, or limited liability company.



62157 HWY 101 • COOS BAY, OREGON 97420 • 541-269-2000 • FAX 541-269-5305 • CCB #034185
www.johnsonrockproducts.com

Corporate Resolution

RESOLVED: Each of the following corporate officers:

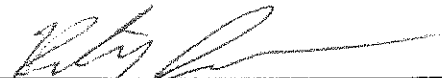
Shane R. Johnson, President
Kortney G. Johnson, Vice Pres./Secretary

Is hereby authorized to negotiate, modify and execute any contract on behalf of Johnson Rock Products, Inc. without the signature of others.

Signed this 27th day of April 2015.



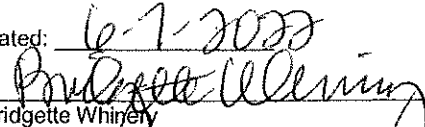
SHANE R. JOHNSON, PRESIDENT



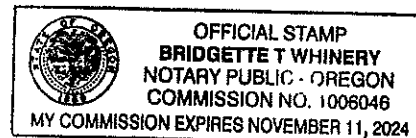
KORTNEY G. JOHNSON, VICE PRES.

State of OREGON, County of Coos, City of Coos Bay

I certify that this is a true and correct photocopy of a document in the possession of Johnson Rock Products, Inc.

Dated: 6-7-2022


Bridgette Whinery
Notary Public - State of Oregon



My Commission expires: 11-11-2024

EXHIBIT A
QUOTE
CITY OF LAKESIDE
8TH STREET MANHOLE ADJUSTMENTS
Project No. 121.28

I, LTM, Inc. dba Knife River Materials (hereinafter "Contractor") do hereby acknowledge that I have read and understand the scope of work, special provisions, and contract provisions as they relate to the City of Lakeside for the 8TH Street Manhole Adjustments (hereinafter "Owner").

As witnessed by my signature below, the Contractor agrees to accept as full payment for the required work and the unit price amount shown, with the understanding this price represents a true measure of all work and materials required to complete the work, including all allowance for overhead and profit. The undersigned hereby proposes to furnish all labor, equipment, and materials complete and including all related construction, in strict accordance with the Scope of Work/Agreement and Plans. Contractor agrees that all work shall be substantially completed within 60 calendar days of the issuance of the Notice to Proceed. Work shall be fully completed within 30 calendar days following substantial completion.

Contractor has examined and carefully studied the Quote Documents, the other related data identified in the Quote Documents and the following Addenda (receipt of all which is hereby acknowledged):

Addendum No.	Addendum Date
<u>1</u>	<u>4-29-2024</u>
_____	_____

Prior to 2:00 p.m. on May 2, 2024, submit Quote to: The Dyer Partnership (Engineer), ATTN: Aaron Speakman, PE, at info@dyerpart.com Faxed quotes will not be accepted.

Owner reserves the right to reject any or all Quotes, including without limitation, nonconforming, nonresponsive, unbalanced or conditional Quotes. Owner may reject any quote not in compliance with all prescribed public contracting procedures and requirements and may, for good cause, reject any and all quotes upon a finding of the Owner that it is in the public interest to do so. Owner further reserves the right to reject the Quote of any Contractor whom it finds, after reasonable inquiry and evaluation, to be non-responsible. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the successful Contractor. Owner will select the Contractor for this project based on the lowest Quote received.

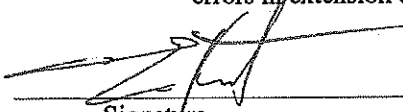
The undersigned hereby proposes to furnish all labor, equipment, and materials complete and including all related construction, in strict accordance with the plans, specifications and contract provisions for the prices as follows:

1. Construct manhole repair and frame adjustments as needed to 22 manholes.

QUOTE
BASE QUOTE - UNIT PRICE

Item	Description	Unit	Quantity	Unit Price	Total
1	Manhole Repair & Grade Adjustment	EA	22	\$ 3,239.00	\$ 71,258.00
Total Base Quote					\$ 71,258.00

1. Contractor agrees their stated unit price amounts will be binding in the event of any errors in extension or additions.



Signature

5-1-24
Date

Tim Huntley
Name (Print)

Construction Operations Manager
Title (Print)

Knife River Materials
Name of Company or Corporation (Print)

Note¹: Contractor needs to furnish *evidence of authority to sign* within two hours of the time of receipt of the Quote if your company is a corporation, partnership, or limited liability company.



OR COB #56603 - CA CSLB #567735

January 12, 2023

To Whom It May Concern:

Pursuant to a Board Resolution adopted by the Board of Directors for LTM, Incorporated dba Knife River Materials, as Region President, I am authorized to designate certain individuals as agents of LTM who shall be authorized to execute agreements, construction contracts, documents, and other instruments with governmental agencies and private parties.

1. I hereby authorize and empower the following individuals to be designated an Agent of LTM to execute and deliver agreements, construction contracts, documents, competitive bids, lien releases and other instruments with governmental agencies and private parties, in the name and on behalf of LTM:

- Marney Kadrmas, Assistant Secretary
- Joe Soares, General Manager
- Peter M. Carhart, Operations Manager
- Chris Peach, General Manager
- Tim Huntley, Construction Operations Manager
- Tyler Douglas, Construction Operations Manager

This authorization letter is effective and in full force and effect, until modified.

Sincerely,

Stratos Flanders
Region President

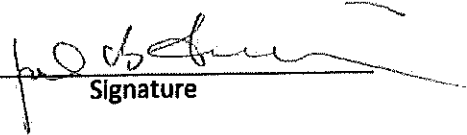
Coast Operations
P.O. Box 1720
Coos Bay, OR 97420
(541) 269-1915

Medford Operations
P.O. Box 1145
Medford, OR 97501
(541) 770-2960

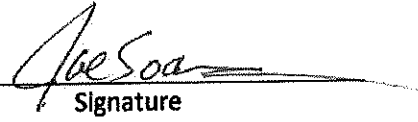
Roseburg Operations
P.O. Box 1427
Roseburg, OR 97470
(541) 679-6744

1. Printed names, titles and signatures of personnel authorized to EXECUTE CONTRACTS:

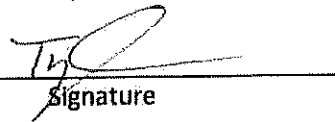
Joel B. Frasier, Vice President


Signature

Joe Soares, General Manager


Signature

Tyler Douglas, Construction Operations Manager


Signature

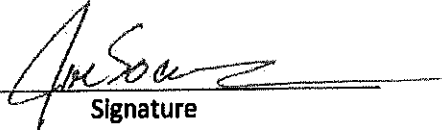
1. Printed names, titles and signatures of personnel authorized to EXECUTE BIDS:

Joel B. Frasier, Vice President



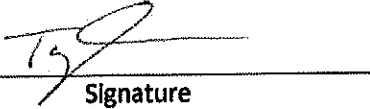
Signature

Joe Soares, General Manager



Signature

Tyler Douglas, Construction Operations Manager



Signature

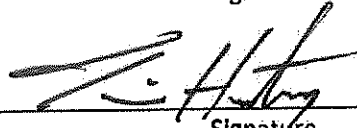
1. Printed names, titles and signatures of personnel authorized to EXECUTE CONTRACTS:

Chris Peach, General Manager



Signature

Tim Huntley, Construction Operations Manager



Signature

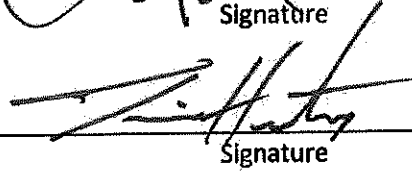
1. Printed names, titles and signatures of personnel authorized to EXECUTE BIDS:

Chris Peach, General Manager



Signature

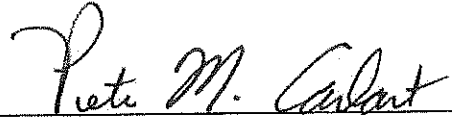
Tim Huntley, Construction Operations Manager



Signature

1. Printed names, titles and signatures of personnel authorized to **EXECUTE CONTRACTS**:

Peter M. Carhart, Operations Manager

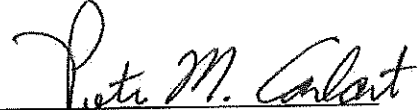
A handwritten signature in black ink that reads "Peter M. Carhart". The signature is written in a cursive style with a large initial "P".

Signature

LTM, Incorporated dba Knife River Materials
Attachment
Page 6 of 8

1. Printed names, titles and signatures of personnel authorized to EXECUTE BIDS:

Peter M. Carhart, Operations Manager


Signature

LTM, Incorporated dba Knife River Materials
Attachment
Page 7 of 8

1. Printed names, titles and signatures of personnel authorized to **EXECUTE CONTRACTS:**

Marney Kadrmias, Regional Controller


Signature

LTM, Incorporated dba Knife River Materials
Attachment
Page 8 of 8

1. Printed names, titles and signatures of personnel authorized to **EXECUTE BIDS:**

Marney Kadmas, Regional Controller


Signature

CERTIFICATE

I, Adrienne L. Riehl, hereby certify that I am the duly elected and qualified Assistant Secretary of LTM, Incorporated, an Oregon corporation; and I further certify that, pursuant to a resolution adopted by Written Consent of the Board of Directors dated December 30, 2022; the persons named below have been duly elected, have qualified and are officers of the Company holding the offices set forth opposite their respective names:

David C. Barney	Chair of the Board and Chief Executive Officer
Stratos J. Flanders	Region President
Steven D. Mote	Region Vice President
Nancy K. Christenson	Vice President, Treasurer and Chief Financial Officer
Joel B. Frasier	Vice President and Assistant Secretary
Marney L. Kadrmas	Vice President, Region Controller and Assistant Secretary
Sarah Stevens	Vice President – Administration
Karl A. Liepitz	General Counsel and Secretary
Greg Bastian	Assistant Secretary
Tyrone J. Belgarde	Assistant Secretary
Timothy D. Huntley	Assistant Secretary
Adrienne L. Riehl	Assistant Secretary
Joe Soares	Assistant Secretary

* * * * *

I further certify that the following is a true and correct copy of Section 5.13 of the Bylaws of LTM, Incorporated which sets forth the powers of the officers to execute documents; and that said Bylaw Section is presently in full force and effect:

5.13 Execution of Instruments. All deeds, bonds, mortgages, notes, contracts and other instruments shall be executed on behalf of the Corporation by the Chairman of the Board, the Chief Executive Officer, the President, any Vice President or Assistant Vice President, the General Counsel, any other officer who performs a policy-making function (such as administration, operations, accounting, or finance) or such other officer or agent of the Corporation as shall be duly authorized by the Board of Directors. Any officer or agent executing any such documents on behalf of the Corporation may do so (except as otherwise required by applicable law) either under or without the seal of the Corporation and either individually or with an attestation, according to the requirements of the form of the instrument. If an attestation is required, the document shall be attested by the Secretary or an Assistant Secretary or by the Treasurer or an Assistant Treasurer or any other officer or agent authorized by the Board of Directors. When authorized by the Board of Directors, the signature of any officer or agent of the Corporation may be a facsimile.

IN WITNESS WHEREOF, I have hereunto set my hand on January 12, 2023.



Adrienne L. Riehl, Assistant Secretary

CERTIFICATE

I, KARL A. LIEPITZ, hereby certify that I am the duly elected and qualified Assistant Secretary of LTM, Incorporated, an Oregon corporation; that the following is a true and correct copy of resolutions adopted by Written Consent of the Board of Directors dated January 20, 2006; and that said resolutions have not been modified or amended and are presently in full force and effect:

WHEREAS, LTM, Incorporated (the "Company") is required to submit competitive bids to governmental and private concerns for proposed work;

WHEREAS, the Company is further required to execute contractual agreements with governmental and private concerns to complete work that has been successfully bid; and

WHEREAS, the Company has elected certain persons as officers and desires to designate certain persons as agents to execute competitive bid documents and contractual agreements necessary to carry on the business of the Company;

NOW, THEREFORE, BE IT RESOLVED, that the Chief Executive Officer, Region President, President, any Vice President and any designated agent ("Agent") of the Company be, and each of them hereby is, authorized and empowered to execute and deliver agreements, construction contracts, competitive bids, documents, and other instruments with governmental agencies and private parties, in the name and on behalf of the Company, as may be necessary to carry on the business of the Company;

FURTHER RESOLVED, that the Chief Executive Officer, Region President, or President of the Company is hereby empowered to designate in writing certain individuals, with full power and authority to act as Agents, in the name and on behalf of the Company, to execute and deliver (i) agreements, construction contracts, documents, and other instruments with governmental agencies and private parties and (ii) competitive bids and lien releases for any governmental or private projects, as may be considered necessary, appropriate, or advisable in order to carry out the ordinary business of the Company, and that the Chief Executive Officer or President is hereby directed to establish and maintain an internal control procedure in the appropriate approval authorization procedures manual for designating authorized agents; and

FURTHER RESOLVED, that the authorized officers and agents of the Company be, and each of them hereby is, authorized and empowered to take or cause to be taken any and all further actions and to execute and deliver or cause to

be executed and delivered all further agreements, assignments, guaranties, documents, certificates, and undertakings, in the name and on behalf of the Company; and all actions previously taken by any officer or agent of the Company in connection with the transactions contemplated by the foregoing resolutions be, and they hereby are, ratified, approved, and confirmed in all respects.

IN WITNESS WHEREOF, I have hereunto set my hand on January 14, 2015.


KARL A. LIEPITZ, Assistant Secretary

EXHIBIT A
QUOTE
CITY OF LAKESIDE
8TH STREET MANHOLE ADJUSTMENTS
Project No. 121.28

I, Laskey-Clifton Corporation (hereinafter "Contractor") do hereby acknowledge that I have read and understand the scope of work, special provisions, and contract provisions as they relate to the City of Lakeside for the 8TH Street Manhole Adjustments (hereinafter "Owner").

As witnessed by my signature below, the Contractor agrees to accept as full payment for the required work and the unit price amount shown, with the understanding this price represents a true measure of all work and materials required to complete the work, including all allowance for overhead and profit. The undersigned hereby proposes to furnish all labor, equipment, and materials complete and including all related construction, in strict accordance with the Scope of Work/Agreement and Plans. Contractor agrees that all work shall be substantially completed within 60 calendar days of the issuance of the Notice to Proceed. Work shall be fully completed within 30 calendar days following substantial completion.

Contractor has examined and carefully studied the Quote Documents, the other related data identified in the Quote Documents and the following Addenda (receipt of all which is hereby acknowledged):

Addendum No.	Addendum Date
<u>1</u>	<u>4/29/24</u>
_____	_____

Prior to 2:00 p.m. on May 2, 2024, submit Quote to: The Dyer Partnership (Engineer), ATTN: Aaron Speakman, PE, at info@dyerpart.com Faxed quotes will not be accepted.

Owner reserves the right to reject any or all Quotes, including without limitation, nonconforming, nonresponsive, unbalanced or conditional Quotes. Owner may reject any quote not in compliance with all prescribed public contracting procedures and requirements and may, for good cause, reject any and all quotes upon a finding of the Owner that it is in the public interest to do so. Owner further reserves the right to reject the Quote of any Contractor whom it finds, after reasonable inquiry and evaluation, to be non-responsible. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the successful Contractor. Owner will select the Contractor for this project based on the lowest Quote received.

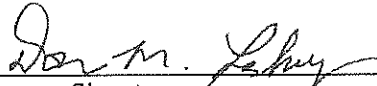
The undersigned hereby proposes to furnish all labor, equipment, and materials complete and including all related construction, in strict accordance with the plans, specifications and contract provisions for the prices as follows:

1. Construct manhole repair and frame adjustments as needed to 22 manholes.

QUOTE
BASE QUOTE – UNIT PRICE

Item	Description	Unit	Quantity	Unit Price	Total
1	Manhole Repair & Grade Adjustment	EA	22	\$ 4080 ⁰⁰	\$ 89,760 ⁰⁰
Total Base Quote					\$ 89,760⁰⁰

1. Contractor agrees their stated unit price amounts will be binding in the event of any errors in extension or additions.



Signature

5/1/24

Date

Don M Laskey

Name (Print)

President

Title (Print)

Laskey-Clifton Corporation

Name of Company or Corporation (Print)

Note¹: Contractor needs to furnish *evidence of authority to sign* within two hours of the time of receipt of the Quote if your company is a corporation, partnership, or limited liability company.

LASKEY-CLIFTON CORPORATION

Post Office Box 50 - 75355 Hwy 101
Reedsport, Oregon 97467
PH (541) 271-2213 - Fax (541) 271-4401
CCB# 68659



Minutes of Special Meeting

This special meeting of shareholder and directors of LASKEY-CLIFTON CORPORATION held at the office of the corporation on September 01, 2022 pursuant to a call by the President, Donald M. Laskey. The following Shareholders, Directors and Officers were present at the meeting: Donald M. Laskey, President/CEO/Treasurer, Patricia Laskey, Vice President. Each member waived notice of the time, place and purpose of this meeting and consented to the transaction of such business as may come before the meeting. The Directors and Shareholders listed above, present, constitute all the Directors, Shareholders and Officers of LASKEY-CLIFTON CORPORATION and a quorum.

Donald M. Laskey presided at the meeting, and Patricia Laskey kept the minutes of the meeting. The following matters of business discussed and approved.

Appointed Patricia Laskey as Secretary of Laskey-Clifton Corporation, in addition to her title as Vice President.

The Board affirmed that Thomas W. Wright has authority to sign company checks for the Corporation. The Board affirmed that Gail Lewis has authority to sign company checks for the Corporation.

The following are the authorized Officers of the Corporation who have authority to sign contracts, and company checks without the signatures of others.

Donald M. Laskey *Donald M. Laskey*
Chairman of the Board/CEO/President/Treasurer

Patricia Laskey – Vice President/Secretary *Patricia Laskey*

Donald M. Laskey – Director *Donald M. Laskey*

Patricia Laskey – Director *Patricia Laskey*

September 01, 2022

General Contractor Since 1959

**EXHIBIT A
QUOTE
CITY OF LAKESIDE
8TH STREET MANHOLE ADJUSTMENTS
Project No. 121.28**

I, Billefer Marine LLC (hereinafter "Contractor") do hereby acknowledge that I have read and understand the scope of work, special provisions, and contract provisions as they relate to the City of Lakeside for the 8TH Street Manhole Adjustments (hereinafter "Owner").

As witnessed by my signature below, the Contractor agrees to accept as full payment for the required work and the unit price amount shown, with the understanding this price represents a true measure of all work and materials required to complete the work, including all allowance for overhead and profit. The undersigned hereby proposes to furnish all labor, equipment, and materials complete and including all related construction, in strict accordance with the Scope of Work/Agreement and Plans. Contractor agrees that all work shall be substantially completed within 60 calendar days of the issuance of the Notice to Proceed. Work shall be fully completed within 30 calendar days following substantial completion.

Contractor has examined and carefully studied the Quote Documents, the other related data identified in the Quote Documents and the following Addenda (receipt of all which is hereby acknowledged):

Addendum No.

1

Addendum Date

04/29/2024

Prior to 2:00 p.m. on May 2, 2024, submit Quote to: The Dyer Partnership (Engineer), ATTN: Aaron Speakman, PE, at info@dyerpart.com Faxed quotes will not be accepted.

Owner reserves the right to reject any or all Quotes, including without limitation, nonconforming, nonresponsive, unbalanced or conditional Quotes. Owner may reject any quote not in compliance with all prescribed public contracting procedures and requirements and may, for good cause, reject any and all quotes upon a finding of the Owner that it is in the public interest to do so. Owner further reserves the right to reject the Quote of any Contractor whom it finds, after reasonable inquiry and evaluation, to be non-responsible. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the successful Contractor. Owner will select the Contractor for this project based on the lowest Quote received.

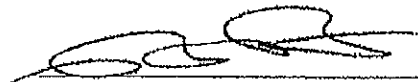
The undersigned hereby proposes to furnish all labor, equipment, and materials complete and including all related construction, in strict accordance with the plans, specifications and contract provisions for the prices as follows:

1. Construct manhole repair and frame adjustments as needed to 22 manholes.

QUOTE
BASE QUOTE - UNIT PRICE

Item	Description	Unit	Quantity	Unit Price	Total
1	Manhole Repair & Grade Adjustment	EA	22	\$4,340.84	\$95,498.48
Total Base Quote					\$95,498.48

1. Contractor agrees their stated unit price amounts will be binding in the event of any errors in extension or additions.



Signature

04-30-24
Date

Peter Billeter
Name (Print)

Manager
Title (Print)

Billeter Marine LLC
Name of Company or Corporation (Print)

Note!: Contractor needs to furnish *evidence of authority to sign* within two hours of the time of receipt of the Quote if your company is a corporation, partnership, or limited liability company.



City of Lakeside
RESOLUTION 2024-02

A RESOLUTION DESIGNATING AUTHORIZED PARTIES TO SIGN DRAFTS ON THE CITY OF
LAKESIDE CHECKING ACCOUNT WITH UMPQUA BANK

WHEREAS, signatures are required on orders for payment or withdrawal from the city checking accounts;
and

WHEREAS, a recent special election has provided a new leadership team for the governing body of the City
of Lakeside; and

WHEREAS, it is considered a best management practice for financial authorization to be documented by a
vote of the governing body; and

WHEREAS, transparency in all financial decisions is a clear expectation of the governing body for the City of
Lakes;

THEREFORE, BE IT RESOLVED,

- A. The governing body of the City of Lakeside designate Council President Alan Pointer, Councilor Tom Miller and City Manager/Recorder Rick Hohnbaum as the designated authorized signers for the City of Lakeside Umpqua Bank Account.
- B. The governing body of the City of Lakeside has designated that two members of the city council will review all invoices and checks (other than payroll checks) prior to the signing of checks.
- C. The governing body of the City of Lakeside declares any and all previous authorizations of Umpqua Bank signatures revoked.

ADOPTED BY THE LAKESIDE CITY COUNCIL THIS 9TH DAY OF MAY, 2024.

ATTESTED: _____
Rick Hohnbaum, City Recorder

Mark Crouch, Mayor



City of Lakeside
RESOLUTION 2024-03

A RESOLUTION DESIGNATING AUTHORIZED PARTIES TO SIGN WITHDRAWAL OF ARPA
GRANT FUNDS FOR THE WASTEWATER TREATMENT PLANT PROJECT

WHEREAS, TWO SIGNATURES are required to withdraw grant funds designated for the design and construction of the new wastewater treatment plant; and

WHEREAS, a recent special election has provided a new leadership team for the governing body of the City of Lakeside; and

WHEREAS, it is considered a best management practice for financial authorization to be documented by a vote of the governing body; and

WHEREAS, transparency in all financial decisions is a clear expectation of the governing body for the City of Lakeside;

THEREFORE, BE IT RESOLVED,

- A. The governing body of the City of Lakeside designate Council President Alan Pointer, Councilor Tom Miller and City Manager/Recorder Rick Hohnbaum as the designated authorized signers for the withdrawal of grants funds for expenses related to the Wastewater Treatment Plant Project.
- B. The governing body of the City of Lakeside has designated that two members of the city council will review all invoices and checks (other than payroll checks) prior to the signing of checks.
- C. The governing body of the City of Lakeside declares any and all previous authorizations of Grant Fund signatures revoked.

ADOPTED BY THE LAKESIDE CITY COUNCIL THIS 9TH DAY OF MAY, 2024.

ATTESTED: _____
Rick Hohnbaum, City Recorder

Mark Crouch, Mayor



**RESOLUTION 2024-04
CITY OF LAKESIDE
2023-2024 EXPENDITURE APPROPRIATION TRANSFER
RESOLUTION
May 9, 2024**

Let it hereby be noted that the Council for the City of Lakeside approves the 2023-2024 expenditure appropriation transfers as follows:

	<u>FROM</u>	<u>TO</u>
WASTWATER TREATMENT PLANT		
General Operating Contingency	\$ 1000.00	
Debt Service		
Debt Service Principle		<u>1,000.00</u>
Total appropriation transfer	\$ <u>1000.00</u>	\$ <u>1000.00</u>

This appropriation transfer is necessary due to unforeseen additional expenditures at the time of the original 2023-2024 budget adoption. This appropriation transfer for the 2023-2024 fiscal year budget is executed on the 9th day of May, 2024.

PASSED and APPROVED by the Council for the City of Lakeside this 9th day of May, 2024.

Signed Mayor Mark Crouch

Date

Signed Rick Hohnbaum/City Manager/Recorder

Date



CITY OF LAKESIDE

RESOLUTION 2024-05

**A RESOLUTION AUTHORIZING MAYOR CROUCH TO SIGN A RENTAL AGREEMENT
ON BEHALF OF THE CITY OF LAKESIDE FOR THE PURPOSE OF RENTING AND
INSURING A BARGE FOR THE ANNUAL FOURTH OF JULY FIREWORKS**

WHEREAS, The City of Lakeside receives funds from the Transient Lodging Tax (TLT) which includes a percentage of funds designated for marketing and promoting the City of Lakeside; and

WHEREAS, the governing body of the City of Lakeside, the City Council has designated through the public budgeting process, \$35,000 within the 2023-2024 fiscal year for fireworks display and costs to promote the City of Lakeside; and

WHEREAS, among these expenses is the use of a barge for the purpose of launching the fireworks which includes renting and insuring the barge;

NOWHEREFORE; THE Lakeside City Council authorizes the payment of services and the insuring of the barge and the signature of Mayor Crouch to sign the agreement for services as attached as "Equipment Rental Agreement."

ADOPTED BY THE LAKESIDE CITY COUNCIL ON THIS 9TH DAY OF MAY, 2024.

ATTESTED: _____
Rick Hohnbaum, City Recorder

Mark Crouch, Mayor

EQUIPMENT RENTAL AGREEMENT

This Equipment Rental Agreement is made this _____ day of _____, 20____ between Lyon Investments, LLC, an Oregon limited partnership, with an address of 93644 North Way, North Bend, OR 97459 (Phone: (541) 404-7355, Email: lyonconstruction1@frontier.com) ("Owner") and City of Lakeside ("Renter").

For good and valuable consideration, the receipt of which is hereby acknowledged, Renter and Owner agree as follows:

1. Owner rents to Renter and Renter rents from Owner the equipment described in **Exhibit A** (the "Equipment"). Owner shall not be responsible for any costs, losses or damages suffered by Renter arising out of or in connection with delays of or refusal to accept the Equipment.
2. The rental period shall commence on July 2, 2024 and terminate on July 5, 2024 (the "Rental Term"). At the end of the Rental Term the Equipment shall be promptly returned as set forth in this Agreement.
3. Renter shall pay to Owner the sum of SIX HUNDRED DOLLARS (600.00) (the "Rent") upon execution of this Agreement as payment for the Rental Term without any set-off or reduction whatsoever for claims Renter may assert against Owner. Payment shall be by check or money order made payable to Lyon Investments, LLC. Payment of Rent shall be made by mail to Lyon Investments, LLC at 93644 North Way, North Bend, OR 97459. For any Rent payment not paid by the due date,
4. Renter's obligation to pay Rent and other amounts under this Agreement shall be absolute and unconditional under all circumstances and without limiting the generality of the foregoing, shall not be affected by the following:
 - a. Failure of the Equipment to perform in the manner expected by Renter;
 - b. Damage to or destruction of the Equipment so that it is either completely beyond repair or partially so and whether or not it is economically justifiable to repair; or
 - c. Theft of the Equipment or part thereof irrespective of whether the Equipment was insured by Renter or the Equipment is uninsured.
5. Owner and Renter acknowledge that there are no warranties, conditions, terms, representations of inducements expressed or implied statutory or otherwise, except as are expressly contained in this Agreement. Owner shall retain title to the Equipment. The Equipment is and shall remain personal and moveable property. Renter shall not affix the Equipment nor permit it to be affixed so that it becomes part of realty. Owner makes no representations with respect to the suitability of the Equipment for Renter's intended use.
6. Renter shall inspect the Equipment prior to pick up of the Equipment. Notice of defects in the Equipment shall be sent by Renter and received in writing within one day of pick up and in the absence thereof, Renter shall be deemed conclusively to have accepted the Equipment. Rejection may only occur if the Equipment is not in accordance with the specifications contained in **Exhibit A**. Owner shall at all times during business hours have the right to inspect the Equipment or

observe its use. Renter shall give Owner immediate notice of any attachment or other judicial process affecting the Equipment and shall, whenever requested by Owner, advise Owner in writing of the exact location of the Equipment.

7. Renter shall (a) use the Equipment in a careful and proper manner, for its intended use only, (b) comply with all laws, ordinances, and regulations relating to the possession, use, or maintenance of the Equipment, (c) keep and maintain the Equipment in good condition and repair at Renter's expense, and (d) be responsible for any loss, casualty, damage or destruction to the Equipment, no matter how caused. All damage to the Equipment must be repaired prior to the termination of the Rental Term in a manner approved in writing by Owner.
8. During the Rental Term, Renter assumes all liability for loss, theft or damage to the Equipment or injury to persons or property arising directly or indirectly out of the possession, use or operation of the Equipment by Renter whether or not caused by Renter's acts, omissions or negligence. Renter agrees to defend, indemnify and hold Owner harmless from any such liability and for legal and other fees and costs that Owner may incur in investigation and defending any claims, actions or proceedings in respect of such liability.
9. Renter shall at its own expense, place, maintain and keep in force during the Rental Term, comprehensive general liability insurance in the name of Owner and Renter in the amount of ONE MILLION DOLLARS (\$1,000,000.00) per occurrence and property insurance in the amount of ONE MILLION DOLLARS (\$1,000,000.00) and furnish Owner with certificates of such insurance. Such insurance shall provide for thirty (30) days' prior notice to Owner of any cancellation or change in the policy and shall not have any deductible. Owner shall be named additional insured and loss payee. In the event of loss, theft, or damage (whether by accident or abuse) to the Equipment, at the discretion of Owner, Renter shall either restore the Equipment to good and efficient working order or pay Owner the insurance proceeds for such Equipment. No loss, theft or damage to the Equipment or any part thereof shall affect or impair the obligations of Renter under this Agreement which shall remain in full force and effect.
10. If Renter fails to repair or pay for repairs and to keep the Equipment and Renter's interest therein free and clear of all claims and liens, Owner may, in addition to its other remedies, repair or pay for repairs and pay to discharge any adverse claim or lien. The cost of such repairs or the amounts to be paid by Owner shall be payable under this Agreement by Renter to Owner. All of such advances made by Owner shall be repayable by Renter as additional rent.
11. Renter shall not allow others to use the Equipment unless outline in **Exhibit A** and shall not sell, transfer, convey, assign, pledge, encumber or mortgage this Agreement or Renter's interest herein in whole or in part without Owner's prior written consent. Owner may assign its rights under this Agreement in whole or in part and Renter shall be bound by such assignment according to its terms. Owner may affix plates, tags or markings to the Equipment showing Owner's interest therein, Renter shall not alter, add or improve the Equipment without Owner's prior written consent.
12. Renter shall be in default under this Agreement if (a) Renter fails to fulfill any term or condition hereof, including without limitation the payment of Rent; or (b) the Equipment is misused or abandoned; or (c) Renter shall dissolve, cease to do business, become insolvent, dispose of substantial portions of its assets, commit an act of bankruptcy or be subject to winding up,

comprise, arrangement, bankruptcy or receivership proceedings; or (d) the subjection of any of the Equipment to any levy, seizure, assignment, application, or sale for or by any creditor or governmental agency. Upon default by Renter, all amounts payable under this Agreement from date of default until the end of the Rental Term shall be due and payable.

13. Upon default by Renter, each of the following remedies shall accrue immediately to Owner, in addition to any other remedies available under this Agreement, at law or in equity. All such remedies are cumulative and not alternative nor exclusive of any other remedies. The exercise of one or more remedies shall not operate to prevent Owner from exercising other remedies. Owner's omission to enforce any of its rights or remedies or any of Owner's obligations shall not be a waiver thereof and not affect Owner's rights and Renter's obligations thereafter.
 - a. Owner may sue Renter to recover any unpaid amounts payable under this Agreement but other remedies shall not merge in any judgment obtained;
 - b. If requested to do so by Owner, Renter shall surrender possession of the Equipment to Owner and if Renter fails to do so Owner may recover possession of the Equipment. Renter hereby releases Owner from all liability for damage from so doing and indemnifies and covenants to hold Owner harmless from and against all claims for such damage. Any taking of possession pursuant hereto shall not constitute a termination of this Agreement as to any or all items of Equipment unless Owner expressly notifies Renter to that effect;
 - c. After repossessing the Equipment, Owner may sell or re-lease the Equipment publicly or privately to such person, in such manner and upon such terms as Owner deems appropriate;
 - d. Renter may cure its default at any time prior to the sale or re-lease upon tendering to Owner the total of all amounts due plus all Owner's reasonable expenses in repossession, repair and proceeding for sale or re-lease including reasonable attorneys' fees;
 - e. Proceeds of any sale or re-sale shall, as and when received by Owner, be applied first to the expense of Owner to repossess, repair and sell or re-lease, a reasonable commission for sale or re-release, if incurred (hereby expressly authorized), all reasonable attorneys' fees, and accrued interest then, to Rent payable under this Agreement; and
 - f. Any surplus of the net proceeds or any sale or re-lease shall belong to Owner and any deficiency of the net proceeds after a sale or re-lease shall be payable forthwith by Renter to Owner. If Renter does not pay such deficiency, Owner may sue for the deficiency.
14. If a dispute arises out of or relates to this Agreement, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association before resorting to arbitration, litigation, or some other dispute resolution procedure.
15. Time is of the essence of this Agreement. No forgiveness of late payment or late performance of any obligation by Renter under this Agreement shall otherwise operate as a waiver of any of Renter's obligations under this Agreement.
16. In the event of any action filed in relation to this Agreement, the unsuccessful party in such litigation will pay to the successful party, in addition to all other sums that either party may be called on to pay, a reasonable sum for the successful party's attorneys' fees and legal costs.

17. All notices under this Agreement shall be provided in writing and shall be deemed to have been duly served if delivered in person or by mail to the address above or by electronic transmission if an email address is provided above. Either party may give notice of change of address for notice.
18. Subject to its terms, this Agreement shall inure to the benefit of and be binding upon Renter and Owner, and their respective successors and permitted assigns.
19. This Agreement shall be governed by and construed in accordance with the laws (and not the laws of conflicts) of the State of Oregon. Any claim and/or cause of action between the parties shall only be initiated and maintained in the State of Oregon.
20. If any one or more of the terms, provisions, covenants, or restrictions of this Agreement shall be determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants, and restrictions of this Agreement shall remain in full force and effect.
21. This Agreement shall not be altered or amended except in writing signed by both parties. This Agreement, together with all schedules and exhibits, sets forth the entire agreement and understanding between the parties as to the subject matter hereto and supersedes and takes precedence over any prior discussions and agreements between the parties pertaining to the subject matter hereof, whether written or oral.
22. The waiver by a party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any other or subsequent breach by the party in breach.
23. This Agreement may be executed in multiple counterparts, including by fax or email, each an original, but all considered part of one Agreement. Electronic signatures placed upon counterparts of this Agreement by a party or their approved agent shall be considered valid representations of that party's signature.

24. EACH PARTY ACKNOWLEDGES THAT, IN EXECUTING THIS AGREEMENT, SUCH PARTY HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL AND HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT SHALL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF.

Executed as a sealed instrument this _____ day of _____, 20____.

OWNER

Lyon Investments, LLC

By: _____

Name: _____

Title: _____

RENTER

City of Lakeside

By: _____

Name: _____

Title: _____

Exhibit A

Equipment

The following equipment is covered by this Agreement: Barge

Barge for the use of July 2024 Fireworks event sponsored by the City of Lakeside. The Barge deck shall be covered by suitable nonflammable material to minimize any potential damage . The only operator of the Barge shall be the Lakeside Fire Department trained personnel.



JEFF LYON [Lyon Construction, LLC]

93644 North Way
North Bend, OR 97459
CCB#91856

Phone/Fax: 541-751-9069
Cell Phone: 541-404-7355
lyonconstruction1@frontier.com

- New Dock & Boat House Construction
- Repair & Remodel of Existing Docks & Boat Houses
- Pile Driving & Permit Assistance
- Ramps

CITY OF LAKESIDE
REQUEST FOR COUNCIL ACTION

DATE ACTION REQUESTED: April 11, 2024			
Ordinance <input type="checkbox"/>	Resolution <input type="checkbox"/>	Motion X	Information <input type="checkbox"/>
Date Prepared: May 2, 2024		Dept.: City Manager's Office	
SUBJECT: Authorization to hire advertise and hire a City Clerk		Contact Person for this Item: Rick Hohnbaum <u>manager@cityoflakeside.org</u>	

SUBJECT: Staffing Level Issue for City Hall

BACKGROUND: The previous budget officer stated in the preparation for the 2023-2024 (our current fiscal year) that less staff means less services for the residents here at Lakeside. The City does not currently have a city clerk and it is affecting our level of service as it relates to various activities including the permitting process, cemetery operations, grant administration (including our wastewater treatment project), and even having the doors open for city hall.

RECOMMENDATION: That the city council determine the level of service they would like to see and be intentional about it rather than be at a staffing level based upon the current default situation of not having a city clerk in place.

Suggested Motion: *I move to approve authorizing the City Recorder/Manager to recruit and hire a full-time city clerk.*

Alternative Motion: No motion or a motion to table or provide other direction to the City Manager.

FINANCIAL IMPACT:

To hire full-time position at \$22 an hour with benefits would be about \$62,000. This year's budget included an additional \$10,000 in personnel expenditures because even though the position was not listed in the current budget, the budget officer recognized the need was there and so budgeted addition funds for staffing. The APPROVED BUDGET (the Budget Committee approved the budget) includes the position with funding from three funds: 50% General Fund, 25% Wastewater Treatment Plant Fund and 25% Community Development.

ATTACHMENT:

- A. Job Description

City Clerk

POSITION DESCRIPTION

Position Title: City Clerk
Department: City Hall
Reports to: City Manager
FLSA Status: Full Time, Non-Exempt
Pay: \$20.00/hr DOE plus excellent benefits

PURPOSE OF POSITION:

Under the general supervision of the City Manager, the City Clerk performs a wide variety of administrative, technical, accounting and public communication activities. The City Clerk serves as administrative clerk to the Planning Commission and City Council and may be tasked to additional boards, committees or commissions. The City Clerk performs advanced administrative support to the City Manager. The City Clerk performs a variety of highly responsible and complex clerical and administrative duties and assists in the daily operations of City Hall, with expected progress toward, and eventual achievement of the Certified Municipal Clerk designation through the International Institute of Municipal Clerks' Program.

ESSENTIAL JOB FUNCTIONS:

City Clerk Duties

- Assists with yearly audit and responsible for maintaining accurate banking and accounting practices.
- Assists with preparation of City Council meeting agendas and tentative agendas; assembles and distributes meeting packets; sends out public notices for posting according to State laws.
- Prepares Council Chambers for various meetings, including monthly City Council meetings and monthly Planning Commission meetings.
- Attends City Council meetings to record and create accurate minutes.
- Assists with preparation of Planning Commission meeting agendas and packets; assembles and distributes meeting packets; sends out public notices for posting according to State laws.
- May act as Clerk to the Planning Commission - attends all meetings, including after-hours meetings and creates all meeting minutes.
- As Clerk to the Planning Commission may receive and file Land Use Applications and Building Compliance Applications and assists the City Planner.

- Maintains files indexes to easements, deeds, ordinances, resolutions, leases, contracts, and agreements.
- Assists in maintenance of City records in accordance with established policies, including implementation and maintenance of electronic records management system, filing, storage, data entry, indexing, tracking, retrieval of City records, and destruction in accordance with Oregon State Retention Schedule.
- Provides record retrieval/research and assists with Public Record Requests; aids other departments requiring historical information.
- Keeps Municipal Code Books current.
- Provides support to the City Manager for City Election Officer duties.
- Progress toward, achieve, and maintain the Certified Municipal Clerk designation.
- Proofreads documents on a wide variety of subjects requiring knowledge of the procedures and policies of the City.
- Identifies irregularities, researches, and resolves discrepancies in accordance with established procedures.
- Prepares periodic utility, statistical, or operational reports as assigned.
- Create and Maintain Cemetery Records
- Recorder and administrative clerk for City Safety Committee
- Maintain grant required tracking both financial and project administration
- Create and maintain inventory of city owned equipment and facilities including maintenance records

General Duties

- Shares reception responsibilities for welcoming walk-in visitors, making appointments, and receiving telephone calls, using excellent customer service skills.
- Assists with IT, social media and website maintenance for City Hall.
- Other duties as may be assigned of a similar complexity and responsibility.
- Understand, maintain, and applies confidentiality of City documents, records, and accounts under ORS.

JOB QUALIFICATION REQUIREMENTS:

Mandatory Requirements:

Knowledge, Skills, and Abilities:

- Knowledge of general office and records maintenance practices and procedures.
- Rules of effective English, spelling, usage, and grammar.
- Advanced skill in the utilization of MS Office 365 products (Word, Excel, Outlook, etc.), Adobe, and operation of standard office equipment.
- Ability to understand website and social media.
- Establish, maintain, and foster positive and harmonious working relationships with those contacted in the course of work.
- Maintain active membership in Oregon Association of Municipal Recorders and International Institute of Municipal Clerks.
- Maintain knowledge of Oregon Revised Statutes regarding Record Retention, as outlined by the State Archivist.
- Ability to perform responsible technical administrative support work with accuracy, speed, and minimal supervision.
- Ability to work in a fast-paced environment with interruptions.
- Ability to communicate with others and produce written reports.
- Ability to learn.
- Ability to read and understand complex issues.
- Ability to meet deadlines.
- Ability to hear, listen, and to understand meetings to effectively record minutes.
- Ability to work independently.
- Ability to communicate effectively, both orally and in writing.
- Ability to deal with the public, City officials, other organizations, and coworkers with diplomacy and tact.
- Ability to problem solve; problem-solving is a factor in this position. This employee encounter personnel issues, citizen concerns and complaints, and scheduling priorities.
- Decision-making
- Financial accountability and cash handling

- Ability to work under pressure and deal professionally with frequent interruptions.
- Ability to maintain confidentiality, remain impartial, and exercise discretion and judgement in dealing with sensitive, confidential, and legally exempt information.

TOOLS AND EQUIPMENT USED:

Personal computer, including word processing, spreadsheet, and data base software; central financial computer; 10-key calculator by touch, standard office equipment and communication devices, smart phone, and City vehicle.

EDUCATION AND EXPERIENCE:

High School Diploma or equivalent. Minimum three years' experience in an administrative position where accounting practices were required, or any satisfactory combination of experience and training which demonstrates the knowledge, skills, and abilities to perform the above duties.

PHYSICAL DEMANDS OF POSITION:

The physical demands described here are representative of those that must be met by an average employee to successfully perform the essential functions of this job. Reasonable accommodation will be made to meet the needs of qualified individuals with limitations who can perform the essential functions of the job.

While performing the duties of this job, the employee is frequently required to sit, talk, and hear. The employee is occasionally required to walk; use hands to operate, finger, handle, or feel objects, tools, or controls; and reach with hands and arms. Weekly lifting, moving, crouching, bending, kneeling, and carrying of objects up to 25 lbs.

Specific vision abilities required by this job include close vision and the ability to adjust focus. Regular focus on a computer screen for prolonged periods and daily use of a keyboard and mouse.

Required to use sensory functions as follows: frequent use of speaking for office/phone verbal communications; frequent hearing for general work communications; frequent to continuous seeing for all work activities; frequent writing.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Work is performed in a standard indoor office setting. The noise level in the work environment is usually moderate.

On rare occasion, may have to work long hour in emergency situations.

Ability to remain calm and deal effectively with agitated customers.

SUPERVISION RECEIVED:

Receive direction from the City Recorder/City Manager.

WORKING HOURS:

Needed to work Monday through Friday 8:00 AM to 5:00 PM; additional participation in after-hours work related meetings and activities as required.

MISCELLANEOUS:

The duties listed above are intended only as illustrations of the diverse types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

The position description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

Position is non-FLSA exempt. Participation in the Oregon Public Employees Retirement System (PERS) is mandatory.

GIS knowledge and experience preferred.

Background check is required.