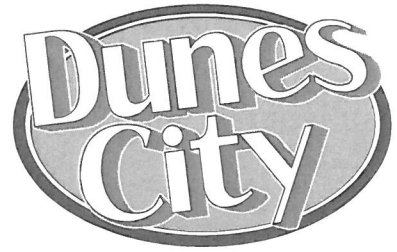


## **Dunes City Council ~ Regular Meeting**

**Wednesday, April 11, 2018 ~ 6:00 pm**

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



### **AGENDA**

1. **Call to Order**..... Mayor Robert Forsythe
2. **Roll Call** ..... City Administrator
3. **Pledge of Allegiance to the Flag**..... Mayor Robert Forsythe
4. **Motion to Approve the Agenda**..... **Action Item**
5. **Consent Agenda**..... **Action Item**

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

- A. City Council Regular Meeting Minutes from March 14, 2018
- B. Bills of the Session through March 28, 2018
- C. Receipts of the Session through March 28, 2018

#### **6. Announcements / Correspondence**

- A. A Town Hall meeting with the City Council regarding public safety concerns will be held Wednesday, April 18, 2018, at 6:00 p.m. All Dunes City residents are welcome to come discuss public safety concerns with the City Council, the Lane County Sheriff, Sergeant Michael Brewster of the Oregon State Police, and Florence Police Chief, Tom Turner.
- B. A Budget Committee meeting is scheduled for April 24, 2018, at 5:00 p.m., at which time there will be a review of the 3<sup>rd</sup> ¼ of FY 2017-2018 and introduction of the Budget meeting schedule for FY 2018-2019 Budget.
- C. The 6<sup>th</sup> Annual Oregon Dunes Triathlon will be held Saturday, May 12, in Dunes City. We need volunteers to help staff the race courses. Please call Rapunzel at City Hall: 541-997-3338, to register!
- D. We are looking for someone with a motorized boat to help set up the swim course for the Triathlon. If you would like to help out, please call Rapunzel at City Hall.
- E. Dunes City announces that it will take nominations for the Volunteer of the Year award. Nomination forms are available on the City's website.

Dunes City Hall is accessible to the disabled. If special accommodations are needed, please contact the City Recorder at 541-997-3338 at least 48 hours in advance of the meeting so that appropriate assistance may be arranged.

Phone (541) 997-3338 • Fax (541) 997-5751 • PO Box 97, Westlake, OR 97493  
82877 Spruce St • [www.dunescity.com](http://www.dunescity.com)

**7. Old Business.**

- A. City Building Program..... Discussion/**Action Item**
- B. Agreement for Financial Review Services ..... Discussion/**Action Item**  
Wall & Wall, P.C.

**8. Executive Session**

- A. Held pursuant to ORS 192.660(2)(f) to consider  
information or records that are exempt by law from  
public inspection..... Discussion/**Action Item**

**9. New Business**

- A. Appointment of Planning Commission Member ..... Discussion/**Action Item**  
Shauna A. Robbers (term expires Jan. 9, 2019)
- B. Resolution Series 2018, regarding extending Workers’  
Compensation Coverage to volunteers of Dunes City  
during the calendar years 2017 and 2018..... Discussion/**Action Item**
- C. Ordinance No. \_\_\_\_\_, adding a new Chapter 70,  
entitled Traffic Regulations to Title VII, Traffic Code,  
of the Dunes City Code of Ordinances..... Discussion/**Action Item**  
First Reading.
- D. Ordinance No. \_\_\_\_\_, creating a new Title XVI, entitled  
Building Regulations, and creating a new Chapter 160,  
entitled Building Program, and repealing Chapter 151 of  
the Dunes City Code of Ordinances..... Discussion/**Action Item**  
First Reading.
- E. CwM-H2O OWRD Water Project Grant Application  
Proposal..... Discussion/**Action Item**
- F. Conversion of Employees ..... Discussion/**Action Item**
- G. Request for training ..... Discussion/**Action Item**

**10. Public Hearings. None**

**11. Citizen Input on Items not listed on the Agenda**

*Maximum time 20 minutes: Speakers will be limited to three minutes. If the number wishing to testify exceeds seven speakers, each speaker's time may be reduced to fit within 20 minutes.*

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**12. Reports**

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

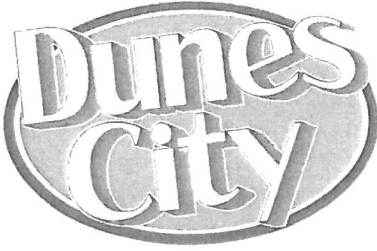
**13. For the Good of the Order**

**14. Adjournment**

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

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**CITY COUNCIL MEETING MINUTES ~ DRAFT  
MARCH 14, 2018 AT 6:00 PM**

City Hall ~ 82877 Spruce St., Westlake, OR

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

**1. CALL TO ORDER**

Mayor Robert Forsythe called the Wednesday, March 14, 2018, meeting of the Dunes City Council to order at 6:00 pm.

**2. ROLL CALL**

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

**Present:** Mayor Robert Forsythe, Council President Sheldon Meyer, Councilor Susan Snow, Councilor Alan Montgomery, and Councilor Duke Wells.

**Absent and Excused:** Councilors Tom Mallen and Robert Orr.

**Also Present:** Administrative Assistant Rapunzel Oberholtzer and Mr. Darvin Tramel from Oregon Marin Construction.

**3. PLEDGE OF ALLEGIANCE**

All who were present stood for the Pledge of Allegiance.

**4. APPROVAL OF THE AGENDA**

**Council President Meyer made a motion to approve the Agenda. Councilor Wells seconded the motion. The motion passed by unanimous vote.**

**5. APPROVAL OF THE CONSENT AGENDA**

**Council President Meyer made a motion to approve the Consent Agenda. Councilor Wells seconded the motion. The motion passed by unanimous vote.**

**6. ANNOUNCEMENTS / CORRESPONDENCE**

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

- A. On March 20, 2018, at 5:00 pm, tsunami experts from the Office of Emergency Management will be at City Hall to discuss tsunamis and their impacts on local citizens. This will

be a casual, question and answer format meeting that should prove to be informative for everyone who attends.

- B. On March 24, 2018, at 10:00 am, the West Lane Ambulance District will be holding a “Stop the Bleed” training event at the Lane Community College Campus. The outcome of the event is to train a larger number of individuals on how to stop bleeding in a victim of a disaster or criminal event. Parking is limited, so be prepared to park some distance away and walk to the event.
- C. A WR-319 Training will be held March 22, 2018, from 8:00 am to 5:00 pm at the Woodburn Police Department Community Room in Woodburn, Oregon. Training is on how to conduct damage assessments after a disaster.
- D. A Town Hall meeting with the City Council regarding public safety concerns will be held Wednesday, April 18, 2018, at 6:00 pm. All Dunes City residents are welcome to come discuss public safety concerns with the City Council, the Lane County Sheriff, Sergeant Michael Brewster of the Oregon State Police, and Florence Police Chief Tom Turner.
- E. A Budget Committee meeting is scheduled for April 24, 2018, at 5:00 pm, at which time there will be a review of the third quarter of FY 2017-2018 and an introduction of the Budget meeting schedule for FY 2018-2018 Budget.
- F. Dunes City is accepting nominations for the Volunteer of the Year award. Nomination forms are available on the City’s website as well as at City Hall.

## **7. OLD BUSINESS**

- A. Appoint Individual to Represent the City at Lane ACT

City Administrator/Recorder Mills reported that the City could appoint a Dunes City resident to act as the Council’s representative at Lane ACT meetings.

- B. City Building Program

City Administrator/Recorder Mills reported that she is working on Dunes City’s Chapter 151 (Building Regulations) to bring the City into compliance with State requirements for Building Inspectors and Building Officials.

- C. LUBA Appeal Update

City Administrator/Recorder Mills referred Councilors to copies of the LUBA decision and explained that LUBA essentially determined that it had no jurisdiction to hear and consider the complaint that was filed with LUBA. The complainant has twenty-one days in which to appeal the LUBA decision.

#### D. Reavis v. Dunes City Update

City Administrator/Recorder Mills explained that a hearing date is being scheduled, but is not yet determined.

### 8. NEW BUSINESS

#### A. Procedure for LUCS Consideration

City Administrator/Recorder Mills explained that a LUCS (Land Use Compatibility Statement) is not a land use finding or decision, but is a statement by the City Planning Official to a State agency that a proposed use does not conflict with City Codes. She referred Councilors to their copies of several types of LUCSs, typical of the types that City Staff receive routinely, and went on to explain that at issue is whether or not the LUCSs should continue to be signed by the Planning Official without review by the Planning Commission or whether the Planning Commission, or the City Council, should review all LUCSs. (00:12:40)

Following some discussion, Councilors generally agreed that unless there are aberrant or conflicting issues involved in a LUCS, City Staff should process the LUCSs without referring each of them to the Planning Commission or the City Council.

Mayor Forsythe invited Mr. Darvin Tramel, owner of Environmental Compliance Strategies and consultant for companies such as Oregon Marine Construction, to address the Council. Mr. Tramel explained that Oregon Marine Construction had submitted a LUCS required by the US Army Corps of Engineers and the Department of State Lands for a dock installation. He explained that the LUCS forms are fairly simple in that they allow for a Planning Official to verify that the proposed project meets City Code, or to impose conditions that would make the project meet Code, or to state that the project does not meet Code. He went on to explain that in the case of dock installations, the permitting process through the various State and other agencies can take several months. (00:26:50)

**Council President Meyer made a motion to authorize the City Administrator to sign all LUCSs. Councilor Wells seconded the motion.**

In discussion, it was noted that the City Council would be the City's governing body to hear any appeal over a LUCS decision.

**The motion passed by unanimous vote. (00:28:38)**

#### B. Consideration of LUCS for Oregon Marine Construction

Due to above action, there was no discussion.

#### C. Consideration of LUCS for New Septic System

- Due to action taken in discussion of 8(A), there was no discussion.
- D. Consideration of LUCS for Hiking and Biking Trail in Dunes City

Due to action taken in discussion of 8(A), there was no discussion.

- E. Consideration of LUCS for Water Right Application from Siltcoos Lake (Sherrer)

Due to action taken in discussion of 8(A), there was no discussion.

- F. Oregon Public Works Emergency Response Cooperative Assistance Agreement with ODOT Renewal

City Administrator/Recorder Mills explained that the Cooperative Agreement with ODOT is a mutual aid agreement that allows public works agencies in cities throughout Oregon to work with each other and ODOT to support each other in making repairs to public facilities in the event of an emergency, and to receive reimbursement from federal agencies.

**Councilor Wells made a motion to authorize the City Administrator sign the Agreement on behalf of Dunes City. Council President Meyer seconded the motion. The motion passed by unanimous vote. (00:31:15)**

- G. Proposal from CwM-H20 for Streamflow Monitoring for Woahink Lake

City Administrator/Recorder Mills referred Councilors to a copy of a document from CwM-H20 that was included in their meeting packets and explained that the document was a proposal to install a streamflow monitoring device on Woahink Creek, as required by the City's water right Permit S-54405. She went on to explain that the document described the scope of work to be performed, the deliverables, and the estimated cost of the project. She noted that there is money budgeted for this project.

During discussion it was generally agreed that City Administrator/Recorder Mills would request other bids on the project, including the options for installing just one measuring device or two measuring devices. It was generally agreed that, upon approval of a bid, the project could move forward. (00:38:00)

- H. Resolution Series 2018 Re: Payment of Regular Monthly Bills Before Due Date

City Administrator/Recorder Mills explained that this Resolution, if adopted, would allow her to pay reoccurring monthly bills before their due date, even if they were not yet approved by the City Council. The action would help save money by paying bills on time and, thus, eliminating accrued late fees.

**Council President Meyer made a motion to approve the proposed Resolution. Councilor Wells seconded the motion. The motion passed by unanimous vote.**

Council President Meyer clarified that the bills, paid or not, would continue to appear on the monthly Bills of the Session.

I. New Laws That May Affect Dunes City

City Administrator/Recorder Mills read aloud from the list on the agenda:

HB 2140 – Requires the seller of real property to disclose seismic risk as part of a homeowner’s disclosure to a prospective buyer.

HB 2316 – Requires a city with less than 25,000 population to determine estimated housing need for twenty-year period, do buildable lands inventory and adopt measures to change the Comprehensive Plan to meet housing needs. City Administrator/Recorder noted that Dunes City will be required to undertake this task and she has asked LCOG for an estimate of the cost of the work so it can be included in the budget.

HB 2727 – Provides tiny house construction standards.

HB 3012 – Allows counties to permit construction of a second residence on lots greater than two acres in size, and allows some cities of a certain population a similar option.

HB 3245 – Allows cities to authorize the Planning Commission to make amendments to Comprehensive Plan maps, and allows anyone who testifies to petition for review to City Council.

SB 1051 – prohibits cities of 2,500 or more population from prohibiting accessory dwelling units to be constructed in areas zoned for single-family dwellings.

It was generally agreed that the Dunes City Council should review these new regulations to determine whether or not any City Codes should be revised.

**9. PUBLIC HEARINGS**

There were none.

**10. EXECUTIVE SESSION**

There was none.

**11. CITIZEN INPUT ON ITEMS NOT LISTED ON THE AGENDA**

There was none.

**12. REPORTS**

- A. Mayor’s Report: Mayor Forsythe reported that on February 24 on his way to the Council Special Session meeting, one of his truck tires had been shot, the Sheriff’s Office is inves-

tigating. He reminded residents of Dunes City to call in complaints, whether or not a response is expected, so that the Sheriff can accurately record complaints.

- B. Community Center Report: Councilor Wells reported that the propane tanks were anchored to their concrete pad and he would de-moss the roof when the weather improves.
- C. Water Quality Report: Council President Meyer reported that no testing had been done because the testing equipment was being recalibrated. Regular testing would resume when the equipment is ready.
- D. Public Works Maintenance Supervisor's Report: City Administrator/Recorder Mills reported that some trees in the Wright Road right-of-way were being removed and that some of the potholes around Dunes City have been repaired.
- E. Emergency Services Report: City Administrator/Recorder Mills reported that during the February meeting, WLEOG members agreed, as a matter of policy, that notifications would be sent out by telephone or siren only if there is a tsunami warning or if an advisory or watch changes to a warning.
- F. City Administrator/Recorder/Planning/Staff Report: City Administrator/Recorder Mills reported that: a total of ten permits were issued in February; the CAC is reviewing draft code language that requires potential marijuana producers or processors to apply for a conditional use permit; and, she is soliciting bids from CPA firms to perform the annual audit or review of City financials.

### 13. FOR THE GOOD OF THE ORDER

Councilor Wells suggested that the City step up efforts to recruit applicants to the Planning Commission.

### 14. ADJOURNMENT

**Council President Meyer made a motion to adjourn. Councilor Snow seconded the motion. The motion passed by unanimous vote.**

Mayor Forsythe adjourned the meeting at 7:04 pm.

**APPROVED BY THE DUNES CITY COUNCIL ON THE 11<sup>th</sup> DAY OF APRIL 2018**

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Robert Forsythe, Mayor

ATTEST:

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Jamie Mills, City Administrator/Recorder

**BILLS OF THE SESSION: 3/08/2018 thru 4/04/2018**

AmeriGas			\$680.99
C & S Fire-Safe Services			\$52.00
Campbell Productions			\$390.00
Central Lincoln P.U.D. (City Hall)			\$166.48
Central Lincoln P.U.D. (Street Lights)			\$1,751.15
Century Link			\$310.92
Charlie Johnson Tree Removal			\$1,800.00
County Transfer & Recycling			\$25.34
Charter Business			\$71.05
DCBS Fiscal Services			\$227.58
Denise Lafferty (Travel Reimburse)			\$24.53
Dunes City Home Services			\$240.00
J Johnson Tree Services			\$2,750.00
Lane County Public Works Dept (Street Signs)			\$124.80
Linda Stevens (Travel Reimburse)			\$69.34
MCI/Verizon			\$43.86
Northwest Code Professionals			\$6,803.36
Oregon Water Services			\$287.51
Pest Tech			\$80.00
Quill			\$97.95
Siuslaw School District			\$2,147.52
Speer Hoyt LLC General		\$860.20	
Speer Hoyt LLC Building Program Issue		\$673.20	
Speer Hoyt LLC Reavis v DC		\$130.90	
Speer Hoyt LLC LUBA Appeal		\$56.10	
	Speer Hoyt Total		\$1,720.40
U S Bank			\$700.72
	Website	\$322.20	
	Office Supplies	\$37.69	
	Postage	\$200.00	
	Emergency Storage	\$120.80	
	Interest	\$20.03	
Vend West			\$18.15
Wells Fargo Financial Leasing, Inc			\$185.25
Ybarra, Robert			\$0.00
Staff Wages			\$2,020.60
Employer share of payroll taxes			\$235.52
Employer PERS			\$498.39
	Total Employee Costs	\$2,754.51	
Cardinal Services			\$5,251.58
Above bills in the amount of	\$28,774.99	approved per motion,	<b>TOTAL \$28,774.99</b>

ATTEST: \_\_\_\_\_

Mayor / Council President



**RECEIPTS OF THE SESSION: 3/8/2018 thru 4/04/2018**

Building Rental	\$0.00
Business License	\$510.00
Copy Charges	\$18.40
Donations	\$0.00
Triathlon Sponsorships	\$2,100.00
Franchise Fee, Cable TV	\$0.00
Franchise Fee, PUD	\$0.00
Franchise Fee, Telephone	\$2,307.60
Interest	\$0.00
Lien Searches	\$250.00
Permits, Conditional Use	\$200.00
Permits, Boundary Line Adjustment (PUD)	\$0.00
Permits, Electrical	\$1,830.00
Permits, Excavating & Grading & Driveway	\$125.00
Permits, Manufactured Home Fees	\$0.00
Permits, Mechanical	\$336.00
Permits, Other (Inspections, LUCS, No Brushing, etc.)	\$670.00
Permits, Penalties	\$0.00
Permits, Plan Check Fees	\$1,983.15
Permits, Plumbing	\$1,562.00
Permits, Right of Way Use	\$0.00
Permits, Structural	\$3,121.00
Permits, Building Surcharge	\$1,143.84
Permits, State Surcharge	\$631.68
Permits, Vegetation / Tree Removal	\$100.00
PERMITS TOTAL	\$11,502.67
RTMP Grant	\$0.00
Septic Inspections	\$150.00
Tax, Cigarette	\$0.00
Tax, Liquor (OLCC)	\$0.00
Tax, Oregon State Highway Apportionment	\$6,863.85
Tax, Lane County Motel Fund	\$278.34
Tax, School Excise	\$2,237.00
Water Rights Application Fees	\$0.00
Water Admin Fees	\$1,200.00
<b>TOTAL</b>	<b>\$27,617.86</b>

DATE: March 19, 2018  
TO: Regional Managers  
FROM: Alex Cuyler, Lane County Intergovernmental Relations Manager  
RE: Building Code impacts in light of the demise of HB 4086

City Managers:

During the March 15 Regional Managers meeting, I was able to provide some information on the demise of HB 4086 from the 2017 Legislature, and also suggested I would try to find some additional information regarding what Oregon Revised Statutes and Oregon Administrative Rules provide for in the event that a local program is not certified by the Building Codes Division.

Subsequent to that meeting, Brenda Wilson also provided additional information via an email dated March 16. I hope that these two communications combined provide some additional value.

In a nutshell, the ORS is not completely clear with respect to the Building Codes Division and the certification (or not) of a local program:

- Under ORS 455.150(4)(a), the notification that a city will not continue its program is to be provided to **both** the Department (DCBS) and the county by January 1 of the year preceding the end of the four year period the agency grants via certification. There is a provision at (b) that the notification can extend until March 1 of that year. Under section 5, it is then the responsibility of the county to administer the program. However, the county may relinquish that responsibility to the state under section 6. Note that these sections appear to address the **voluntary** discontinuation of a program, and are not clear they apply to a revocation or other denial of certification by the state agency (with the caveat that if a city is not certified, some would say their next step would be to voluntarily discontinue their program)
- Under ORS 455.150 (12) there are provisions that the state agency may assume a local program for several reasons which could include a lack of re-certification. This section is silent with respect to any county role.

I was happy to note in Brenda's email that the Department will be implementing a rulemaking process, as there is a distinct need for additional clarity. OAR Chapter 918, Division 20 appears to be the most reasonable place for those rules to live. I could not locate any OAR's that deal with the denial of a recertification and any post-decertification process.

I agree with Brenda that there are a series of options for cities which face a decertification, and those include contracting with each other, the COG, or using the county, or the state. It does appear to me that ORS 455.140 (14) requires that a city could not re-establish its own program for a period of at least two years. I think under the law the options need to be ordered differently: the county, and if not the county, then the state, which could contract with cities, or the COG.

## Dunes City Recorder

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**From:** Erin Doyle <edoyle@orcities.org>  
**Sent:** Tuesday, March 27, 2018 2:38 PM  
**To:** Erin Doyle  
**Cc:** Patty Mulvilhill; Philip Thoennes  
**Subject:** Building Inspector Program Update

All:

This message is being sent to the city administrators for cities that use third parties as the inspection services provider. Please share with your staff and elected officials as you deem necessary.

I wanted to send an update about what we have heard from various partners will be occurring in the next few months related to programs that use third party building officials and inspectors. As you likely know, we were able to stop the legislative effort to require a government employed building official and head structural inspector (HB 4086). However, that is not going to be the end of the issue given that the Building Code Division (BCD) is still working under the advise of the Oregon Department of Justice (DOJ) that use of third party building officials is not legally sufficient. While we have not heard anything directly from BCD, we have heard from various other stakeholders about what the division's next steps will be. Generally, the consensus is that there will be two steps taken in the near future: 1) rulemaking to adopt changes to local program standards based on the DOJ opinion and 2) denial of renewal of a number of programs up for re-designation this year.

First, we anticipate that there will be a rulemaking process that will add to the requirements by which local programs are reviewed for compliance prior to certification. The expectation is that the rules will include the requirement to have a government employee appointed as the building official and that there be a government employed structural "head" inspector. It is possible that there might also be a requirement for a government employed head electrical inspector. It is my understanding that BCD will allow for a local program to enter into agreements with other governmental entities (i.e. cities, counties, or councils of government) to use one employee to serve in these roles for all of the local programs. The city could then contract out the rest of the inspection program to a third party. With out seeing any language for the proposed rules, there may be other requirements that the department creates.

Second, using these new rules and the DOJ opinion, we believe that at least 11 programs will be informed that they will be shut down if they do not comply with these new standards. This reflects the 11 cities that were required to file for renewal by January 1 of this year. It is my guess that these notices will go out to cities sometime in July. Cities will have to comply with rule changes, legally challenge the requirements, or return the inspection program to the county.

### Next Steps

**Rulemaking:** The League will review any proposed rule changes, send out information as soon as available, and make comments related to any impacts proposed changes will have on local programs. Cities would also be recommended to submit their comments to proposed rules as well.

**Decertification:** The League lacks the standing to file as a plaintiff related to any actions to shut down current programs. Any decision to litigate the shutting down of a program would have to be instigated by an impacted city. The League could intervene in any litigation that might be filed.

**Restructuring:** Some cities may find that they prefer to comply with changes to the rules by entering into agreements with other government entities in their area. Beginning discussions with possible partnership should

take place sooner to ensure that there is a willing partner with sufficient bandwidth to take on this role. In addition, consideration of the cost impacts may require an increase in local fees.

If your city is interested in pursuing any of these next steps (commenting on rulemaking, litigation, or drafting IGAs) and wants assistance from the League, or **if you want to talk through these options generally, we are prepared to help. Please contact** Phillip Thoennes ([pthoennes@orcities.org](mailto:pthoennes@orcities.org)), Patty Mulvihill ([pmulvihill@orcities.org](mailto:pmulvihill@orcities.org)), or me to set up a time to talk.

We will be providing an update to the League's Executive Board at the April 13 meeting.

If you have other questions, please let me know. We will continue to provide updates as we get further information.

Thanks,  
Erin

 **Erin Doyle**, Intergovernmental Relations Associate  
[edoyle@orcities.org](mailto:edoyle@orcities.org)  
(503) 588-6550 | (503) 540-6574 direct | (503) 941-8934 cell  
1201 Court St. NE, Suite 200 | Salem, Oregon 97301  
[www.orcities.org](http://www.orcities.org)  
*Helping Cities Succeed*

**Building Codes Division (/bcd/Pages/index.aspx) / Inspector training (/bcd/inspector-training/Pages/index.aspx) / Building Official Certification (BO) course**

## **Building Official Certification (BO) course**

The Building Official Certification course is designed for individuals seeking certification from the State of Oregon as a building official, and who meet the following two requirements:

- Individual is employed by a municipality and may be assuming building official or assistant building official duties as needed.
- Individual is currently in negotiations with a municipality for employment as a building official or assistant building official. Verification may be required.

This course is mandatory for any individual who has been designated as a new building official for a municipality. The two-day course will review the history of Oregon's unique regulatory system and address governing laws, program administration, roles and responsibilities, customer service in a regulatory environment, and other topics. The course is taught through an interactive format between the instructor and students. It is only taught in Salem and not available online.

- This is a two-day course (eight hours per day).
- This course must be attended live at BCD's inspector training classroom in Salem.
- Registration is limited to 10 students. Individuals who are required by state law to take this course will have first priority in registration/seating (OAR 918-098-1025(3)). Assistant building officials may also be given priority seating, as they are often called upon to perform duties on behalf of the building official. Other registrations will be processed in the order received.
- Course materials are provided by the division.

**Visit the registration page for dates. (/bcd/inspector-training/Pages/register-pay-fees.aspx)**

### **Course length**

8 a.m. to 5 p.m. (two-day course)

### **Location:**

Building Codes Division,  
1535 Edgewater St. NW,  
Salem, OR 97304  
(Classroom C)

**Fee:** \$280

**Registration (/bcd/inspector-training/Pages/register-pay-fees.aspx)**

ELECTRICAL COURSES	2018 DATES	REGISTRATION OPENS/CLOSES	REGISTRATION LINK
<b>Residential Electrical Inspector course (CAE)</b> CAE description (/bcd/inspector-training/Pages/classes/CAE.aspx)	<b>Jan. 30, 2018</b> Tue. and Thur. 1:30-3:30 p.m. Course ends Jun. 2018	Closed	Full
<b>Specialized Electrical Inspector course (SEI)</b> SEI description (/bcd/inspector-training/Pages/classes/SEI.aspx) (/bcd/inspector-training/Pages/classes/OIC.aspx)	<b>Program suspended:</b> <b>Notice (/bcd/inspector-training/Pages/classes/SEI.aspx)</b>		
PLUMBING COURSES	2018 DATES	REGISTRATION OPENS/CLOSES	REGISTRATION LINK
<b>Residential Plumbing Inspector course (CAP)</b> CAP description (/bcd/inspector-training/Pages/classes/CAP.aspx)	<b>Feb. 5, 2018</b> Mon. and Wed. 7:30-9:30 a.m. Course ends Jun. 2018	Closed	Full (https://oregoninspectortraining.adobeconnect.com/cap-feb2018/event/event_info.html)
<b>Specialized Plumbing Inspector course (SPI)</b> SPI description (/bcd/inspector-training/Pages/classes/SPI.aspx)	<b>Program Suspended:</b> <b>Notice (/bcd/inspector-training/Pages/classes/SPI.aspx)</b>		
<b>Medical Gas Inspector course (MGI)</b> MedGas description (/bcd/inspector-training/Pages/classes/MED-GAS.aspx) (/bcd/inspector-training/Pages/classes/OIC.aspx)	<b>March 13-15</b> Three full days 8 a.m. to 5 p.m.	Closed	Completed
STRUCTURAL COURSE	2018 DATES	REGISTRATION OPENS/CLOSES	REGISTRATION LINK
<b>Residential Structural Inspector course (CAS)</b> CAS description (/bcd/inspector-training/Pages/classes/CAS-CAM.aspx)	<b>June 4, 2018</b> Mon. and Wed. 1:30-3:30 p.m.	Opens May 3, 2018	Not accepting registrations at this time.
OTHER COURSES	2018 DATES	REGISTRATION OPENS/CLOSES	REGISTRATION LINK
<b>Building Official Certification class</b> Description (/bcd/inspector-training/Pages/classes/BOC.aspx)	<b>Apr. 18-19</b> Two full days 8 a.m. to 5 p.m.	Call for info 503-373-7974	Online registration not available until approved to take course
<b>Code change class</b> Description (/bcd/inspector-training/Pages/classes/CC.aspx) (/bcd/inspector-training/Pages/classes/OIC.aspx)	<b>Fall 2017</b> <b>Winter 2018</b>	Click registration link for scheduled classes	<b>Registrations Open</b> (/bcd/inspector-training/Pages/code-change-reg.aspx)



**Sign up to receive...** ([https://public.govdelivery.com/accounts/ORDCBS/subscriber/new?topic\\_id=ORDCBS\\_541](https://public.govdelivery.com/accounts/ORDCBS/subscriber/new?topic_id=ORDCBS_541)) 

Notices when these courses open for registration.

## Contact



**Inspector Training Program** (<mailto:training.bcd@oregon.gov>)

503-373-7974

**Help us improve!** Was this page helpful? ☐ Yes ☐ No

## Registration

**Only courses currently accepting students have active registration links.** View each course description for detailed information, dates, time, location, and fee. The program uses an electronic registration process for all courses.

**When a registration link is active, select the link to view the electronic form.** After completing the registration, you will receive a series of automated emails regarding your status and payment. Automated emails can take up to 24 hours to be received.

*Note: Automated emails are generated from Adobe Connect, although they are labeled as being sent by a BCD staff person. If you do not receive the email, check other mail folders such as "trash", "junk", "spam", or "other" to ensure automated email wasn't capture there, then mark the email as safe to receive them in the future.*

COURSE TITLE	DATES	REGISTRATION OPENS/CLOSES	REGISTRATION LINK
--------------	-------	---------------------------	-------------------

### STEP 1: Oregon Inspector Certification (OIC) class registration

OIC classes are open for registration until the enrollment limit is reached. They generally fill four weeks in advance.

**Note:**  
**A valid OIC is required prior to registering for code certification courses in Step 2.**

<b>Oregon Inspector Certification</b> (Six-hour class) <b>OIC description (/bcd/inspector-training/Pages/classes/OIC.aspx)</b>	Jan. 12, 2018	Closed	Full
	Jan. 26, 2018	Closed	Full ( <a href="https://oregoninspectortraining.adobeconnect.com/oic2018jan26/event/event_info.html">https://oregoninspectortraining.adobeconnect.com/oic2018jan26/event/event_info.html</a> )
	Feb. 9, 2018	Closed	Full
	March 9, 2018	Closed	Full
	March 23, 2018	Closed	Full
		Closed	Full
	April 13, 2018	Closed	Full
	May 11, 2018	Closed	Full
	June 8, 2018	Coming in mid-April	Not accepting registrations at this time.
	July 13, 2018	Coming in mid-April	Not accepting registrations at this time.
	Aug. 10, 2018	TBA	Not accepting registrations at this time.
	Sept. 14, 2018	TBA	Not accepting registrations at this time.
	Oct. 12, 2018	TBA	Not accepting registrations at this time.
	Nov. 9, 2018	TBA	Not accepting registrations at this time.
	Dec. 14, 2018	TBA	Not accepting registrations at this time.

### STEP 2: Code certification course registration

**A valid OIC is required to enroll in any code certification course. Individuals who register without an active OIC will be denied registration.**

Enrollment in residential certification courses can fill within minutes of opening. Registration links generally become active at noon on registration day. Registration dates periodically change so check back to ensure you don't miss the registration date you are waiting for.





**WALL & WALL, PC** Certified Public Accountants

750 Central Avenue, Suite 102 • Coos Bay, OR 97420  
541.269.1358 • FAX 541.269.0202

March 26, 2018

To the Mayor and City Council of  
The City of Dunes City, Oregon  
PO Box 97  
Westlake, Oregon 97493

We are pleased to confirm our understanding of the services we are to provide for the years ended June 30, 2018 and each June 30, thereafter, as appropriate and required.

We will prepare the financial statements of the City of Dunes City, Oregon (City), which comprise the balance sheet as of June 30, 2018, and the related statements of revenue, changes in net position, and cash flows for the year then ended, and the related notes to the financial statements, and perform a review engagement with respect to those financial statements.

**Our Responsibilities**

The objective of our engagement is to—

- 1) prepare financial statements in accordance with accounting principles generally accepted in the United States of America based on information provided by you, and
- 2) obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

We will conduct our review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA and comply with applicable professional standards, including the AICPA's *Code of Professional Conduct*, and its ethical principles of integrity, objectivity, professional competence, and due care, when preparing the financial statements and performing the review engagement.

A review engagement includes primarily applying analytical procedures to your financial data and making inquiries of management. A review engagement is substantially less in scope than an audit engagement, the objective of which is the expression of an opinion regarding the financial statements as a whole. A review engagement does not contemplate obtaining an understanding of the City's internal control; assessing fraud risk; testing accounting records by obtaining sufficient appropriate audit evidence through inspection, observation, confirmation, or other examination of source documents; or other procedures ordinarily performed in an audit engagement. Accordingly, we will not express an opinion regarding the financial statements. The supplementary information accompanying the financial statements will be presented for purposes of additional analysis and will be subjected to the inquiry and analytical procedures applied in the review of the basic financial statements. The Management Representation of Fiscal Affairs Required by Oregon Regulation will be presented for purposes of additional analysis. We will not audit or review the supplementary information and, accordingly, will not express an opinion, a conclusion, or provide any assurance on such supplementary information.

As part of our engagement, we will apply certain limited procedures to the City of Dunes City's RSI in accordance with review standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our review of the basic financial statements. We also will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to

express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be reviewed:

- 1) Management's Discussion and Analysis.
- 2) Schedule of Revenue, Expenditures, and Changes in Fund Balances – Budget and Actual, all Major Funds.

We have also been engaged to report on supplementary information other than RSI that accompanies the City of Dunes City's financial statements. We will subject the following supplementary information to the review procedures applied in our review of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with review standards generally accepted in the United States of America.

Any other information accompanying the financial statements will not be subjected to the review procedures applied in our review of the financial statements, and our review report will not provide an opinion or any assurance on that other information.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the City or noncompliance with laws and regulations. However, we will inform the appropriate level of management of any material errors and any evidence or information that comes to our attention during the performance of our review procedures that fraud may have occurred. In addition, we will inform you of any evidence or information that comes to our attention during the performance of our review procedures regarding noncompliance with laws and regulations that may have occurred, unless they are clearly inconsequential. We have no responsibility to identify and communicate deficiencies or material weaknesses in your internal control as part of this engagement.

We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

#### **Your Responsibilities**

The engagement to be performed is conducted on the basis that you acknowledge and understand that our role is to prepare financial statements in accordance with accounting principles generally accepted in the United States of America and to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements in order for the statements to be in accordance with accounting principles generally accepted in the United States of America. You have the following overall responsibilities that are fundamental to our undertaking the engagement in accordance with SSARS:

- 1) The selection of accounting principles generally accepted in the United States of America as the financial reporting framework to be applied in the preparation of the financial statements.
- 2) The preparation and fair presentation of financial statements in accordance with accounting principles generally accepted in the United States of America and the inclusion of all informative disclosures that are appropriate for accounting principles generally accepted in the United States of America. We can assist with this as necessary while maintaining our independence for review purposes.
- 3) The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements.
- 4) The prevention and detection of fraud.
- 5) To ensure that the City complies with the laws and regulations applicable to its activities.
- 6) The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement.
- 7) To provide us with—
  - access to all information of which you are aware is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters.
  - additional information that we may request from you for the purpose of the review engagement.
  - unrestricted access to persons within the City of whom we determine it necessary to make inquiries.
- 8) To provide us, at the conclusion of the engagement, with a letter that confirms certain representations made during the review.

You are also responsible for all management decisions and responsibilities and for designating an individual with suitable skills, knowledge, and experience to oversee our preparation of your financial statements. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services.

### **Our Report**

We will issue a written report upon completion of our review of the City of Dune City's financial statements. Our report will be addressed to the Mayor and City Council of the City of Dunes City. We cannot provide assurance that an unmodified accountant's review report will be issued. Circumstances may arise in which it is necessary for us to report known departures from accounting principles generally accepted in the United States of America, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement. If, for any reason, we are unable to complete the review of your financial statements, we will not issue a report on such statements as a result of this engagement.

You agree to include our accountant's review report in any document containing financial statements that indicates that such financial statements have been reviewed by us and, prior to inclusion of the report, to ask our permission to do so.

### **Other Relevant Information**

J. Robert Wall, CPA is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

We estimate that our fees for these services will range from \$9,000 to \$11,000 for the financial statement preparation and review for the fiscal year ending June 30, 2018. You will also be billed for out-of-pocket costs such as report production, word processing, postage, travel, etc. Additional expenses are estimated to be no more than \$300. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the work performed. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation.

You agree to hold us harmless and to release, indemnify, and defend us from any liability or costs, including attorney's fees, resulting from management's knowing misrepresentations to us.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you acknowledge and agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Wall & Wall P.C., Certified Public Accountants

City of Dunes City, Oregon

By J. Robert Wall, CPA

By \_\_\_\_\_

Title Senior Partner

Title \_\_\_\_\_



APPLICATION FOR APPOINTIVE OFFICE  
(Please Print or Type)

3/27/18 Planning Commission  
Date Position Applying For

Robbers Shauna a  
Last Name First Name Middle Initial

~~Clearwater Cove way~~ ~~[REDACTED]~~  
Street Address Mailing Address

Home Phone

Work Phone

~~[REDACTED]~~  
Cell Phone

~~[REDACTED]~~  
Email Address

In the event of an emergency, whom may be contact?

Brian Robbers ~~[REDACTED]~~  
Name Telephone

Realtor Realtor  
Your Current Occupation Your Prior Occupation(s)

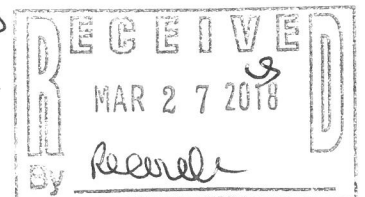
Yes New  
Are you a resident of Dunes City? How Long?

Education/Experience/Interests (additional sheets may be attached).

[REDACTED]  
[REDACTED]  
[REDACTED]  
Signature

Note: Your resume is required for City Councilor or Planning Commissioner.

Revised 01/14/2016



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

**RESOLUTION SERIES 2018, NO. \_\_\_\_\_ (04/11/2018)**

Effective Date: 4/11/2018

**A RESOLUTION EXTENDING WORKERS' COMPENSATION COVERAGE TO VOLUNTEERS OF DUNES CITY FOR CALENDAR YEARS 2017 AND 2018, IN WHICH DUNES CITY ELECTS THE FOLLOWING:**

Pursuant to ORS 656.031, workers' compensation coverage will be provided to the classes of volunteers listed in this resolution, noted on CIS payroll schedule and verified at audit:

**1. Public Safety Volunteers**

**Applicable \_\_\_\_\_ Non-applicable X**

An assumed monthly wage of \$800.00 will be used for public safety volunteers in the following volunteer positions (check all that apply):

- ☐ Police reserve
- ☐ Search and rescue
- ☐ Firefighter
- ☐ Emergency medical personnel
- ☐ Ambulance Drivers
- ☐ Other

**2. Volunteer boards commissions and councils for the performance of administrative duties.**

**Applicable X Non-applicable: \_\_\_\_\_**

An aggregate assumed annual wage of \$2,500 will be used per each volunteer board, commission or council for the performance of administrative duties. The covered bodies are:

- a. City Council
- b. Planning Commission
- c. Budget Committee
- d. Site Review Committee
- e. Water Quality Committee and Water Testers

**3. Manual labor by elected officials.**

**Applicable**   X   **Non-applicable** \_\_\_\_\_

An assumed monthly wage of \$800 per month will be used for public officials for the performance of non-administrative duties other than those covered in paragraph 2 above.

List duties:

- a. Apply Moss Out to the roof twice a year.
- b. Clean gutters twice a year.

**4. Non-public safety volunteers**

**Applicable**   X   **Non-applicable** \_\_\_\_\_

All non-public safety volunteers listed below will track their hours and Oregon minimum wage will serve as assumed wage for both premium and benefits calculations. CIS will assign the appropriate classification code according to the type of volunteer work being performed. (List specific non-public safety volunteers below)

☐ Water Testers and Water Quality Committee

**5. Public Events**

**Applicable**   X   **Non-applicable** \_\_\_\_\_

Volunteers at the following public events will be covered under workers' compensation coverage using verified hourly Oregon minimum wage as basis for premium and/or benefit calculation:

- a. Oregon Dunes Triathlon and Duathlon

**6. Community Service Volunteers/Inmates**

**Applicable** \_\_\_\_\_ **Non-applicable**   X  

Pursuant to ORS 656.041, workers' compensation coverage will be provided to community service volunteers commuting their sentences by performing work authorized by Dunes City. Oregon minimum wage tracked hourly will be used for both premium and benefit calculations, verifiable by providing a copy of the roster and/or sentencing agreement from the court.

**7. Other volunteers**

Volunteer exposures not addressed here will have workers' compensation coverage if, prior to the onset of the work provided that Dunes City:

- a. Provides at least two weeks' advance written notice to CIS underwriting requesting the coverage
- b. CIS approves the coverage and date of coverage
- c. CIS provides written confirmation of coverage

Dunes City agrees to maintain verifiable rosters for all volunteers including volunteer name, date of service and hours of service and make them available at the time of a claim or audit to verify coverage.

**NOW, THEREFORE, BE IT RESOLVED BY THE DUNES CITY COUNCIL TO PROVIDE WORKERS' COMPENSATION COVERAGE AS INDICATED ABOVE.**

**ADOPTED BY THE DUNES CITY COUNCIL THIS 11th DAY OF APRIL, 2018.**

Ayes: \_\_\_\_\_ Nays: \_\_\_\_\_ Abstain: \_\_\_\_\_ Absent: \_\_\_\_\_ Vacant: \_\_\_\_\_

\_\_\_\_\_  
Robert Forsythe, Mayor

ATTEST:

\_\_\_\_\_  
Jamie Mills, City Administrator/Recorder



**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE ADDING A NEW CHAPTER 70, ENTITLED TRAFFIC REGULATIONS TO TITLE VII, TRAFFIC CODE, OF THE DUNES CITY CODE OF ORDINANCES.**

**NOW, THEREFORE, THE CITY OF DUNES CITY ORDAINS AS FOLLOWS:**

**Section 1.** A new Chapter 70 is hereby added to Title VII, Traffic Code, of the Dunes City Code of Ordinances to read as found in Exhibit A attached hereto and incorporated by reference herein.

**Section 2. EFFECTIVE DATE.** This Ordinance shall take effect on the 30<sup>th</sup> day after its adoption.

**Section 3. SEVERABILITY.** If any article, section, subsection, sentence, clause, phrase, term, provision, condition, covenant, or portion of this Ordinance is for any reason held to be invalid or unenforceable by a court of competent jurisdiction, or superseded by State or federal legislation, rules, regulations or decisions, the remainder of this Ordinance shall not be affected thereby but shall be deemed as a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance, and each remaining section, subsection, sentence, clause, phrase, term, provision, condition, covenant, and portion of this Ordinance shall be valid and enforceable to the fullest extent permitted by law. In the event that federal or State laws, rules or regulations preempt a provision or limit the enforceability of a provision of this Ordinance, then the provision shall be read to be preempted only to the extent required by law. In the event such federal or State law, rule, or regulation is subsequently repealed, rescinded, amended, or otherwise changed so that the provision hereof that had been preempted is no longer preempted, such provision shall thereupon return to full force and effect and shall thereafter be binding, without the requirement of further action on the part of the City.

**Section 4. OTHER REMEDIES.** Nothing in this Ordinance shall be construed as limiting any judicial remedies that the City may have, at law or in equity, for enforcement of this Ordinance. Non-exclusive remedies for enforcement are all those available under State and County laws including seizure of property, civil and criminal penalties.

**Section 5. CAPTIONS.** The captions to sections through this Ordinance are intended solely to facilitate reading and reference to the sections and provisions contained herein. Such captions shall not affect the meaning or interpretation of this Ordinance.

**Section 6. SCRIVENER'S ERRORS.** Any scrivener's errors in this Ordinance may be corrected by Resolution of the City Council.



Passed at the first reading in regular meeting of the City Council of Dunes City, Oregon, on the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_.

Ayes: \_\_\_\_\_ Nays: \_\_\_\_\_ Abstain: \_\_\_\_\_ Absent: \_\_\_\_\_ Vacant: \_\_\_\_\_

Passed at the second reading and placed on final passage, and adopted by the City Council of Dunes City, Oregon on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_.

Ayes: \_\_\_\_\_ Nays: \_\_\_\_\_ Abstain: \_\_\_\_\_ Absent: \_\_\_\_\_ Vacant: \_\_\_\_\_

**ADOPTED BY THE DUNES CITY COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_\_\_.**

\_\_\_\_\_  
Robert Forsythe, Mayor

ATTEST:

\_\_\_\_\_  
Jamie Mills, City Recorder

**EXHIBIT A.**

**TITLE VII, CHAPTER 70 – TRAFFIC REGULATIONS**

**Sections:**

70.100	Definitions
70.101	Administration
70.102	Traffic Signals and Signs
70.103	Removing Debris
70.104	Vehicles Prohibited in Public Parks
70.105	Obstructing Streets
70.106	Parking on Streets and Rights-of-Way Prohibited; Exceptions
70.107	Impoundment
70.108	Miscellaneous Provisions
70.109	Offenses
70.110	Penalties

## CHAPTER 70 – TRAFFIC CODE

**§ 70.100 Definitions.** For purposes of this Chapter 70, the following definitions shall apply:

*Person* means a natural person, firm partnership, association, or corporation.

*Street* means any highway, road or street as defined in ORS 801.305.

As used in this Chapter, the singular includes the plural, and the masculine includes the feminine.

### **§ 70.101 Administration**

A. *Standards.* The regulations of the City Council or their designee shall be based upon:

1. Traffic engineering principles and traffic investigations;
2. Standards, limitations and rules promulgated by the Oregon Transportation Commission.
3. Other recognized traffic-control standards.

B. *Council Powers.*

1. Subject to State law, the City Council shall exercise all Municipal traffic authority for the City except those powers specifically and expressly delegated herein or by other ordinances.
2. The powers of the Council shall include, but not be limited to:
  - a. Designation of through streets.
  - b. Designation of one-way streets.
  - c. Designation of truck routes.
  - d. Designation of parking meter zones.
  - e. Restriction of the use of certain streets by any class or kind of vehicle to protect the streets from damage.
  - f. Authorization of greater maximum weights or lengths for vehicles using City streets than specified by State law.
  - g. Initiation of proceedings to change speed zones.
  - h. Revision of speed limits in City parks.

C. *City Administrator Powers.* The City Administrator, or his or her designee, shall exercise the following duties:

1. Implement the ordinances, resolutions and motions of the Council and his or her own orders by installing, maintaining, removing, and altering traffic-control

devices. Such installation shall be based on the standards contained in the Oregon Manual on Uniform Traffic-Control Devices for Streets and Highways.

2. Establish, remove or alter the following classes of traffic controls:
  - a. Crosswalks, safety zones, and traffic lanes.
  - b. Intersection channelization and areas where drivers of vehicles shall not make right, left or U-turns, and the time when the prohibition applies.
  - c. Parking areas and time limitations, including the form of permissible parking (e.g. parallel or diagonal).
  - d. Traffic-control signals.
  - e. Loading zones and stops for vehicles.
3. Designate certain streets as bridge paths and prohibit horses and animals on other streets.
4. Temporarily block or close streets.
5. Establish bicycle lanes and paths and traffic controls for such facilities.
6. Install temporary traffic-control devices deemed by him or her to be necessary under conditions constituting a danger to the public.

**D. Code Enforcement Officer Authority.**

1. It shall be the duty of the Code Enforcement Officer to enforce the provisions of this Chapter 70.
2. In the event of a fire or other public emergency, City employees, fire fighters and designated volunteers may direct traffic as conditions require, notwithstanding the provisions of this Chapter 70.

**§ 70.102 Traffic Signals and Signs**

A. The existence of a traffic sign, signal, device, or marking shall be *prima facie* evidence that such sign, signal, device, or marking was lawfully authorized and installed under the terms of this Chapter 70 and the laws of the State of Oregon.

**§ 70.103 Removing Debris**

A. A party to a vehicle accident or a person causing broken glass or other debris to be upon a street shall remove the glass and other debris from the street.

**§ 70.104      Vehicles Prohibited in Public Parks**

A.      No person shall drive a vehicle of any kind in any area of a public park other than areas which have been designated as roadways or parking areas.

B.      No person shall operate a motorized vehicle of any kind in areas marked as bicycle or “bike” paths.

C.      The owner of a vehicle found to be operated in violation of subsections A, B, or C of this Section 70.104 shall be liable for any damage to property caused by this violation.

D.      This Section 70.104 does not apply to a City employee or authorized City volunteer engaged in the maintenance and/or repair of park facilities.

**§ 70.105      Obstructing Streets**

A.      No person shall store or permit to be stored on a street or other public property, without the permission of the City Council or the Council’s designee, a motor vehicle or personal property for a period in excess of two (2) hours. Failure to move a motor vehicle or other personal property for a period of seventy-two (72) hours shall constitute *prima facie* evidence of storage of a motor vehicle.

B.      Except as provided by this Chapter 70 or any other ordinance of the City, no person shall place, park, deposit or leave upon any street or other public way or rights-of-way of the City, any article or thing or material which in any way prevents, interrupts or obstructs the free passage of pedestrian or vehicle traffic, or obstructs the driver’s view of traffic control signs and signals.

C.      Any person who shall make or cause to be made any portion of the street to be dangerous shall erect a good and sufficient barrier which shall protect and warn the public for such time as the danger may continue.

D.      No unauthorized person shall deposit any earth, gravel or debris upon any street, alley or other right-of-way, or drainage facility.

E.      No person shall park or stand a motor vehicle or trailer of any kind in such a manner that vision at intersections is obstructed, nor more than two (2) hours is adjacent to a private driveway in a manner that would obstruct vision to persons using the driveway.

F.      Nothing in this Section 70.105 shall be so construed as to preclude the right of builders having a permit therefore to make use of the roadway, not to exceed one-fourth (1/4<sup>th</sup>) the width, as may be necessary for use, erection or construction, and abutting any such roadway.

G.      Notwithstanding Section 70.105(F) above, no person shall:

1.      Use lug equipment on paved or oiled streets.
2.      Load or unload lug equipment on paved or oiled streets. Loading or unloading of lug

equipment is permitted on gravel streets. Damage to streets, including damage to drainage ditches, culverts, and other parts of the right-of-way caused by loading or unloading of lug equipment shall be repaired within five (5) working days after the damage.

3. When it is necessary for lug equipment to traverse across an oiled or paved street from one side to the other, the operator of the vehicle shall take preventative measures to insure the street is adequately protected.

H. No person shall repair, service, or perform maintenance on vehicles or other similar activities on the streets of the City, except in an emergency.

#### **§ 70.106      Parking on Streets and Rights-of-Way Prohibited; Exceptions**

A. No person shall cause any vehicle, including, but not limited to cars, trucks, cargo trailers, boat trailers, toy haulers, and recreational vehicles, to be parked on any street, alley, roadway, or right-of-way within the City limits for a period in excess of seventy-two (72) hours without first having obtained an approved right-of-way use permit from the City Administrator.

B. No person shall park and no owner shall allow a vehicle to be parked on any street which has a posted restriction to the parking, standing or operation of motor vehicles.

C. No person shall park and no owner shall allow a vehicle to be parked upon any street for the principal purpose of:

1. Displaying the vehicle for sale.
2. Repairing or servicing the vehicle, except repairs necessitated by an emergency.
3. Displaying advertising from the vehicle.
4. Selling merchandise from the vehicle, except when permitted.

D. No person shall stand or park a vehicle for any purpose or length of time, other than for the expeditious loading or unloading of persons or materials.

E. The provisions of this Section 70.106 regulating the parking or standing of vehicles shall not apply to a vehicle of the City, County or State or public utility while necessarily in use for construction or repair work on a street, or a vehicle owned by the United States while in use for the collection, transportation or delivery of mail, or for refuse collection companies while in use for the collection of refuse and recyclable materials.

#### **§ 70.107      Impoundment**

A. Whenever a vehicle is placed in a manner or location that constitutes an obstruction to traffic or a hazard to public safety, the Code Enforcement Officer shall order the owner or operator of the vehicle to

remove it. If the vehicle is unattended, the Code Enforcement Officer may cause the vehicle to be towed and stored at the owner's expense. The owner shall be liable for the costs of towing and storing, notwithstanding that the vehicle was parked by another or that the vehicle was initially parked in a safe manner but subsequently became an obstruction or hazard.

B. Whenever a vehicle is placed in a manner that constitutes a violation of the provisions of this Chapter 70, the Code Enforcement Officer shall post a notice on the vehicle advising the owner or operator to correct the violation within twenty-four (24) hours. Failure to comply within said time period may result in the Code Enforcement Officer causing the vehicle to be towed and stored at the owner's expense.

#### **§ 70.108      Miscellaneous Provisions**

A. Whenever the operator of a vehicle discovers the vehicle is parked close to a building to which the Fire Department has been summoned, the operator shall immediately remove the vehicle from the area, unless otherwise directed by fire officers, police, or City personnel.

B. Except as provided in this Chapter 70 or as posted by a City officer or employee, it shall be unlawful for any person to letter, mark or paint in any manner any letters, marks or signs on any street or right-of-way, or to post anything designed or intended to prohibit or restrict parking on any street.

#### **§ 70.109      Offenses**

In addition to other offenses described in this Chapter 70, it shall be unlawful for any person to:

A. Damage, tamper with, deface, destroy, change, remove, install, paint, or mark any traffic sign, signal or marking, except as provided and authorized in the Dunes City Code of Ordinances.

B. Violate or fail to comply with any traffic or parking sign, signal, marking, device, or designation provided for the Dunes City Code of Ordinances or the laws of the State of Oregon.

C. Violate or fail to comply with the directions of a City employee, fire fighter, or law enforcement officer.

D. Give or supply false information concerning the identity of the operator of a motor vehicle.

E. Violate or fail to comply with any provision of this Chapter 70.

#### **§ 70.110      Penalties**

Violations of the provisions of this Chapter 70 shall be addressed pursuant to Chapter 36 of the Dunes City Code of Ordinances, and are punishable by a fine as set by Resolution of the City Council.

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE ADDING A NEW TITLE XVI TO THE DUNES CITY CODE OF ORDINANCES, ENTITLED BUILDING REGULATIONS, AND CREATING A NEW CHAPTER 160, ENTITLED “BUILDING PROGRAM,” REPEALING CHAPTER 151 OF THE DUNES CITY CODE OF ORDINANCES, AND OTHER MATTERS PROPERLY RELATING THERETO.**

**WHEREAS**, the City of Dunes City, through its City Council, is responsible for enacting ordinances for the effective and efficient operation of the City of Dunes City for the benefit of its residents; and

**WHEREAS**, State law authorizes the operation of building programs, including inspection mechanisms, to enforce State Building and Specialty Codes; and

**WHEREAS**, Dunes City has, historically, maintained the general provisions of its building program in Title XV of the Dunes City Code of Ordinances, entitled “Land Use”; and

**WHEREAS**, the provisions regarding the policies and procedures for operating its building program, including inspections, are not actually land use provisions affecting planning and zoning but are, in fact, regulatory provisions for the manner in which the building program is conducted; and

**WHEREAS**, due to a recently rendered Legal Opinion by the Oregon Department of Justice, certain changes to the manner in which Dunes City conducts its building program and building inspections are now mandated which, if not completed prior to June 1, 2018, may result in a cease and desist order being entered against the City to halt all its building program and inspection activities; and

**WHEREAS**, the City Council of Dunes City wants to continue its building program, including inspections, in a manner that complies with State mandates and regulations, while protecting the City’s right to ensure compliance with its own Code provisions, even though the costs for the City to provide such services to City residents will significantly increase;

**NOW, THEREFORE, THE CITY OF DUNES CITY ORDAINS AS FOLLOWS:**

**Section 1.** A new Title XVI, entitled “Building Regulations” is hereby added to the Dunes City Code of Ordinances, including a new Chapter 160, entitled “Building Program,” to read as found in Exhibit A attached hereto and incorporated by reference herein.

**Section 2. REPEAL.** The repeal of Chapter 151 shall not affect any action occurring before the repeal takes effect. Chapter 151 is hereby repealed.

**Section 3. EFFECTIVE DATE.** This Ordinance shall take effect on the 30<sup>th</sup> day after its adoption.

**Section 4. SEVERABILITY.** If any article, section, subsection, sentence, clause, phrase, term, provision, condition, covenant or portion of this Ordinance is for any reason held to be invalid or unenforceable by a court of competent jurisdiction, or superseded by State or federal legislation, rules, regulations or decisions, the remainder of this Ordinance shall not be affected thereby but shall be



deemed as a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance, and each remaining section, subsection, sentence, clause, phrase, term, provision, condition, covenant and portion of this Ordinance shall be valid and enforceable to the fullest extent permitted by law. In the event that federal or State laws, rules or regulations preempt a provision or limit the enforceability of a provision of this Ordinance, then the provision shall be read to be preempted only to the extent required by law. In the event such federal or State law, rule, or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision hereof that had been preempted is no longer preempted, such provision shall thereupon return to full force and effect and shall thereafter be binding, without the requirement of further action on the part of the City.

**Section 5. OTHER REMEDIES.** Nothing in this Ordinance shall be construed as limiting any judicial remedies that the City may have, at law or in equity, for enforcement of this Ordinance. Non-exclusive remedies for enforcement are all those available under State and County laws including seizure of property, civil and criminal penalties.

**Section 6. CAPTIONS.** The captions to sections through this Ordinance are intended solely to facilitate reading and reference to the sections and provisions contained herein. Such captions shall not affect the meaning or interpretation of this Ordinance.

**Section 7. SCRIVENER'S ERRORS.** Any scrivener's errors in this Ordinance may be corrected by Resolution of the City Council.

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Passed at the first reading in regular meeting of the City Council of Dunes City, Oregon, on the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

Ayes: \_\_\_\_\_ Nays: \_\_\_\_\_ Abstain: \_\_\_\_\_ Absent: \_\_\_\_\_ Vacant: \_\_\_\_\_

Passed at the second reading and placed on final passage, and adopted by the City Council of Dunes City, Oregon on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

Ayes: \_\_\_\_\_ Nays: \_\_\_\_\_ Abstain: \_\_\_\_\_ Absent: \_\_\_\_\_ Vacant: \_\_\_\_\_

**ADOPTED BY THE DUNES CITY COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_.**

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Robert Forsythe, Mayor

ATTEST:

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Jamie Mills, City Recorder

## **EXHIBIT A.**

### **TITLE XVI, CHAPTER 160 – BUILDING PROGRAM**

#### **Sections**

§ 160.010	Assumption of Building Inspection Program
§ 160.011	Codes Adopted
§ 160.012	Title, Purpose, Scope and Conflicts
§ 160.013	Cooperation with Other Agencies
§ 160.014	Application to Existing Buildings and Building Service Equipment
§ 160.015	Additions, Alterations or Repairs
§ 160.016	Existing Installations
§ 160.017	Existing Occupancy
§ 160.018	Maintenance
§ 160.019	Moved Buildings
§ 160.020	Temporary Structures
§ 160.021	Historic Buildings
§ 160.022	Definitions
§ 160.023	Conflicting Provisions
§ 160.024	Alternate Materials, Methods of Design and Methods of Construction
§ 160.025	Modifications
§ 160.026	Tests
§ 160.027	Authority – Creation of Enforcement Agency
§ 160.028	Powers and Duties of Building Official
§ 160.029	Deputies
§ 160.030	Right of Entry
§ 160.031	Stop Work Orders
§ 160.032	Occupancy Violations
§ 160.033	Authority to Disconnect Utilities
§ 160.034	Abatement
§ 160.035	Connection After Order to Disconnect
§ 160.036	Liability
§ 160.037	Unsafe Buildings, Structures or Building Service Equipment
§ 160.038	Board of Appeals
§ 160.039	Limitations of Authority
§ 160.040	Violations and Penalties
§ 160.041	Building Official – Authority to Impose Administrative Penalty
§ 160.042	Appeal Procedures
§ 160.043	Unpaid Penalties
§ 160.044	Permits Required
§ 160.045	Work Exempt from Permits
§ 160.046	Building Permits
§ 160.047	Plumbing Permit Exemptions
§ 160.048	Electrical Permit Exemptions

§ 160.049      **Mechanical Permit Exemptions**  
§ 160.050      **Grading and Excavation Permits**  
§ 160.051      **Application for Permit**  
§ 160.052      **Submittal Documents**  
§ 160.053      **Information on Plans and Specifications**  
§ 160.054      **Architect or Engineer of Record**  
§ 160.055      **Inspection and Observation Program**  
§ 160.056      **Permits Issuance**  
§ 160.057      **Occupancy Restriction Recordation**  
§ 160.058      **Retention of Plans**  
§ 160.059      **Validity of Permit**  
§ 160.060      **Expiration**  
§ 160.061      **Suspension or Revocation**  
§ 160.062      **Transfer of Building Permit**  
§ 160.063      **Fees**  
§ 160.064      **Permit Fees**  
§ 160.065      **Plan Review Fees**  
§ 160.066      **Expiration of Plan Review**  
§ 160.067      **Building Surcharge**  
§ 160.068      **Investigation and Investigation Fee**  
§ 160.069      **Fee Refunds and Waivers**  
§ 160.070      **Inspections in General**  
§ 160.071      **Job Address and Inspection Record Card Posting**  
§ 160.072      **Inspection Requests**  
§ 160.073      **Required Building Inspections**  
§ 160.074      **Required Building Service Equipment Inspections**  
§ 160.075      **Other Inspections**  
§ 160.076      **Re-inspections**  
§ 160.077      **Special Inspections**  
§ 160.078      **Special Inspector**  
§ 160.079      **Duties and Responsibilities of the Special Inspector**  
§ 160.080      **Waiver of Special Inspection**  
§ 160.081      **Structural Observation**  
§ 160.082      **Connection to Utilities**  
§ 160.083      **Certificate of Occupancy**  
§ 160.084      **Certificate Issued**  
§ 160.085      **Temporary Certificate**  
§ 160.086      **Posting**  
§ 160.087      **Revocation**  
§§ 160.088 through 160.099 is reserved.

## **CHAPTER 160 – BUILDING PROGRAM**

### **§ 160.010 Assumption of Building Inspection Program.**

A. Pursuant to ORS 244.150, the City of Dunes City hereby implements and assumes a Building Inspection Program for the City of Dunes City, which shall be comprised of the administration and enforcement of the Building Code as defined in Section 160.022 herein.

B. The Building Inspection Program shall be administered and enforced according to the procedures set forth in the State Building Code.

**§ 160.011 Codes Adopted.** In addition to compliance with this Chapter 151 and other ordinances of the City, the City of Dunes City adopts the following Building Administrative Code:

A. Except as otherwise provided in this Chapter 151, the following codes, standards and rules are adopted and shall be in force and effect as part of the Dunes City Code of Ordinances. The provisions of these codes, in addition to their individual scoping provisions found therein, shall also apply to demolition of structures, equipment and systems regulated by such codes.

1. The Oregon Specialty Codes adopted under ORS 446.062, 446.185, 447.020(2), 455.496, 455.610, 455.680, 460.085, 460.360, 479.730(1) or 480.545.

2. Appendix Chapter J of the most currently published International Building Code as adopted by the State of Oregon Buildings Codes Division, as published by the International Code Council, regarding excavation, including the recognized standards for Appendix Chapter J listed in Chapter 35 of the International Building Code; Excavation and Grading Permits.

3. AN 109.4.2 through AN 109.4.3 of the State of Oregon Structural Specialty Code for alternate fire sprinkler system requirements. Pursuant to the authorization by the Director of the Department of Consumer and Business Services under ORS 455.040(1), Section AN 109.4 through AN 109.4.2.1 of the State Building Code relating to fire sprinkler system requirements are hereby adopted.

4. At least one copy of each of these Specialty Codes shall be kept by the Building Official, and the public may view digital versions of the most current Codes on the Oregon Building Codes Division website. City copies shall be available for inspection upon request at City Hall.

### **§ 160.012 Title, Purpose, Scope and Conflicts**

A. *Title.* These regulations shall be known as the Building Administrative Code, may be cited as such, and will be referred to herein as “this Code.”

B. *Purpose.* The purpose of this Code is to provide for the administration and enforcement of the Oregon Specialty Codes.

C. *Scope.* The provisions of this Code shall serve as the administrative, organizational and enforcement rules and regulations for the Specialty Codes which regulate site preparation and construction, alteration, moving, demolition, repair, use and occupancy of buildings, structures and building service equipment within the jurisdictional limits of Dunes City.

D. *Conflicts.* Where in any specific case there is a conflict between the State Building Code and any provisions of this Chapter 151 adopted pursuant to ORS 455.050(1), the provisions adopted pursuant to ORS 455.040(1) shall govern.

#### **§ 160.013 Cooperation with Other Agencies.**

Plans for buildings that the Fire Marshal inspects for occupancy standards under ORS 476.030 are made available during regular Dunes City business hours at City Hall. Copies of all permits of such buildings or structures are available to the Fire Marshal's office upon review of such plans. The Fire Marshal may provide opinions to City plan review staff. Meetings may be held between the Fire Marshal and plan review staff to allow the Fire Marshal's office to review plans and provide input. The Fire Marshal's office may request an approved copy of all plans that include fire suppression or early warning fire detection systems, or other design features that are inspected by their office. Any alternate materials or methods of construction are forwarded to their office upon request. If any alternate method of construction relates to portions that the Fire Marshal is required to inspect, it shall be reviewed and approved by the Fire Marshal, the Building Inspector and the Building Official. Comments received from the Fire Marshal will be evaluated by the Building Official prior to the issuance of the permit. The final authority for interpreting and applying new construction Specialty Codes and regulations is retained by the Building Official until the Certificate of Occupancy has been issued.

Exception: Fire Department Access and Water Supply are regulated by the Fire Marshal.

#### **§ 160.014 Application to Existing Buildings and Building Service Equipment.**

Buildings, structures and their building service equipment to which additions, alterations or repairs are made shall comply with all the requirements of the Specialty Codes for new facilities, except as specifically provided in Section 160.016.

#### **§ 160.015 Additions, Alterations or Repairs.**

A. Additions, alterations or repairs may be made to a building or its building service equipment without requiring the existing building or its building service equipment to comply with all the requirements of the Specialty Codes, provided the addition, alteration or repair conforms to that required for a new building or building service equipment.

B. Additions or alterations shall not be made to an existing building or building service equipment which will cause the existing building or building service equipment to be in violation of the provisions of the Specialty Codes nor shall such additions or alterations cause the existing building or building service equipment to become unsafe. An unsafe condition shall be deemed to have been created if an addition or alteration shall cause the existing building or building service equipment to become structurally unsafe or overloaded; will not provide adequate egress in compliance with the provisions of

the Building Code or will obstruct existing exits; will create a fire hazard; will reduce required fire resistance; will cause building service equipment to become overloaded or exceed their rated capacities; will create a health hazard or will otherwise create conditions dangerous to human life. A building so altered, which involves a change in use or occupancy, shall not exceed the height, number of stories and area permitted by the Building Code for new buildings. A building plus new additions shall not exceed the height, number of stories and areas specified by the Building Code for new buildings.

C. Additions or alterations shall not be made to an existing building or structure when the existing building or structure is not in full compliance with the provisions of the Building Code except when the addition or alteration will result in the existing building or structure being no more hazardous based on life safety, fire safety and sanitation than before such additions or alterations are undertaken.

1. *Exception.* Alterations of existing structural elements, or additions of new structural elements which are not required by Section 160.016 and which are initiated for the purpose of increasing the lateral-force-resisting structure need not be designed for forces conforming to these regulations provided that an engineering analysis is submitted to show that:

- a. The capacity of existing structural elements required to resist forces is not reduced, and
- b. The lateral loading to required existing structural elements is not increased beyond their capacity, and
- c. New structural elements are detailed and connected to the existing structural elements as required by these regulations, and
- d. New or relocated nonstructural elements are detailed and connected to existing or new structural elements as required by these regulations, and
- e. An unsafe condition as defined above is not created.

D. Alterations or repairs to an existing building or structure which are nonstructural and do not adversely affect a structural member or a part of the building or structure having required fire resistance may be made with the same materials of which the building structure is constructed, subject to approval by the Building Official. Installation or replacement of glass shall be as required for new installations.

E. Minor additions, alterations, and repairs to existing building service equipment installations may be made in accordance with the Specialty Codes in effect at the time the original installation was made, subject to approval of the Building Official, and provided such additions, alterations and repairs will not cause the existing building service equipment to become unsafe, unsanitary or overloaded.

**§ 160.016 Existing Installations.** Building service equipment lawfully in existence at the time of the adoption of the Specialty Codes may have their use, maintenance or repair continued if the use, maintenance or repair is in accordance with the original design and a hazard to life, health, or property has not been created by such building service equipment.

**§ 160.017 Existing Occupancy.** Buildings in existence at the time of the adoption of the Building Code may have their existing use or occupancy continued if the use or occupancy was legal at the time of the adoption of the Building Code, and provided continued use is not dangerous to life, health, and safety.

**§ 160.018 Maintenance.** Buildings, structures and building service equipment, existing and new, and parts thereof shall be maintained in a safe and sanitary condition. Devices or safeguards which are required by the Specialty Codes shall be maintained in conformance with the Specialty Codes under which installed. The owner or the owner's designated agent shall be responsible for the maintenance of buildings, structures and their building service equipment. To determine compliance with this subsection, the Building Official may cause a structure to be re-inspected.

**§ 160.019 Moved Buildings.** Buildings or structure and building service equipment moved into or within the jurisdiction of the City shall comply with the provisions of the Specialty Codes for new buildings or structures and their building service equipment.

**§ 160.020 Temporary Structures.** Temporary structures such as reviewing stands and other miscellaneous structures, sheds, canopies or fences used for the protection of the public around and in conjunction with construction work may be erected by special permit from the Building Official for a limited period of time. Buildings or structures erected under a special permit need not comply with the type of construction or fire-resistive time periods required by the Building Code. Temporary buildings or structures shall be completely removed upon the expiration of the time limit stated in the permit. The City Council shall, by Resolution, set the fee for a Temporary Structure Permit.

**§ 160.021 Historic Buildings.** Repairs, alterations and additions necessary for the preservation, restoration, rehabilitation or continued use of a building, structure, or its building service equipment may be made without conforming to the requirements of the Specialty Codes when authorized by the Building Official, provided:

- A. The building or structure has been designated by official action of the City Council as having special historical or architectural significance.
- B. Unsafe conditions as described in the Building Code are corrected.
- C. The restored building or structure and its building service equipment will be no more hazardous based on life safety, fire safety and sanitation than the existing building.

**§ 160.022 Definitions.**

For purposes of this Chapter 151, certain terms, phrases, words and their derivatives shall be construed as specified in this Section 160.022. Where terms are not defined, they shall have their ordinarily accepted meanings within context with which they are used. Words used in the singular include the plural and the plural the singular. Words used in the masculine gender include the feminine and the feminine the masculine.

*Addition* means an extension or increase in floor area or height of a building or structure.



*Alter or Alteration* means a change or modification in construction or building service equipment.

*Approved* means as to materials, types of construction, equipment and systems, approval by the Building Inspector as the result of investigation and tests conducted by the Building Inspector, or by reason of accepted principles or tests by recognized authorities, technical or scientific organizations.

*Approved Agency* means an established and recognized agency regularly engaged in conducting tests or furnishing inspection services, when the agency has been approved by the City Council.

*Building* means a structure used or intended for supporting or sheltering a use or occupancy.

*Building Code or State Building Code* means those provisions of the State Building Code, and any modifications thereof, adopted by the City pursuant to ORS 255.040(1), that are part of the building inspection program administered and enforced by the City. Such provisions include, but are not limited to, the Oregon Structural Specialty Code, Oregon Reach Code, Oregon Residential Specialty Code, Oregon Mechanical Specialty Code, Oregon Plumbing Specialty Code, Oregon Electrical Specialty Code, and the Oregon Manufactured Home Specialty Code.

*Building, Existing* means a building erected prior to the adoption of this Code or one for which legal building permit has been issued.

*Building Inspector* means the individual or entity under Contract with the City to provide building and structural inspection services as provided under, and in compliance with, Oregon Revised Statutes, City building codes, and the Specialty Codes.

*Building Inspection Program* means the process and procedures by which all building inspection takes place.

*Building Official* means the City Administrator, or his or her designee, charged with the administration and enforcement of this Code.

*Building Service Equipment* refers to the plumbing, mechanical, electrical and elevator equipment including piping, wiring fixtures and other accessories which provide sanitation lighting, heating, ventilation, cooling, refrigeration, fire-fighting, and transportation facilities essential to the occupancy of the building or structure for its designated use.

*Dangerous Buildings Code* means the Uniform Code for Abatement of Dangerous Buildings promulgated by the International Conference of Building Officials, as adopted by the City.

*Dwelling Code* means the Oregon Residential Specialty Code (ORSC).

*Electrical Code* means the Oregon Electrical Specialty Code. (OESC).

*Elevator Code* means the Safety Code for elevators, dumbwaiters, escalators and moving walks as adopted by the City in Section 160.011 hereof.



*Listed and Listing* are terms referring to equipment and materials which are shown in a list published by an approved testing agency, qualified and equipped for experimental testing and maintaining an adequate periodic inspection of current productions and which listing states that the material or equipment complies with accepted national standards which are approved, or standard which have been evaluated for conformity with approved standards.

*Manufactured Home Installation Code* means the Oregon Manufactured Dwelling Installation Specialty Code.

*Manufactured Home Park Code* means the Oregon Manufactured Home Park Construction Specialty Code.

*Mechanical Code* means the Oregon Mechanical Specialty Code.

*Occupancy* means the purpose for which a building or part thereof is used or intended to be used.

*Owner* means any person, agent, firm, or corporation having legal or equitable interest in the property.

*Permit* means an official document or certificate issued by the Building Official authorizing performance of a specified activity.

*Person* means a natural person, heirs, executors, administrators or assigns, and also includes a firm, partnership or corporation, its or their successors or assigns, or the agency of any of the aforesaid.

*Plumbing Code* means the Oregon Plumbing Specialty Code (OPSC).

*Recreational Vehicle Park Code* means the Oregon Recreational Vehicle Park Construction Specialty Code.

*Repair* means the reconstruction or renewal of any part of any existing building, structure or building service equipment for the purpose of its maintenance.

*Specialty Codes* refer to those Specialty Codes adopted by the State of Oregon which constitute the Oregon Building Code which have been delegated to the City for enforcement containing the provisions for design, construction, alteration, addition, repair, removal, demolition, use, location, occupancy and maintenance of buildings and structures and building service equipment as herein defined.

*Structural Observation* means the visual observation of the structural system, including, but not limited to, the elements and connections at significant construction stages, and the completed structure for general conformance to the approved plans and specifications, performed by the design professional or an approved alternate. Reports of structural observation shall be submitted to the Building Official. Structural observation does not include or waive the responsibility for inspections required by this Chapter 160.

*Structure* means that which is built or constructed, an edifice or building of any kind, any piece of work artificially built up or composed of parts jointed together in some definite manner.

*Reference Standards* are those standards published by nationally recognized testing and standards organizations and referenced in the building codes adopted by the City.

*Valuation or Value* as applied to a building and its building service equipment shall be the estimated cost to construct or replace the building and its building service equipment in kind based on current replacement costs from the Building Safety Journal Building Valuation data table, or if inconclusive, as determined by the Building Official.

#### **§ 160.023      Conflicting Provisions**

- A. When conflicting provisions or requirements occur between this Code, the Specialty Codes and other codes or law, the most restrictive shall govern.
- B. When conflicts occur between the Specialty Codes, those provisions providing the greater safety to life shall govern. In other conflicts where sanitation, life safety or fire safety are not involved, the most restrictive provisions shall govern.
- C. Where in a specific case different sections of the Specialty Codes specify different materials, methods or construction or other requirements, the most restrictive shall govern. When there is conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.

#### **§ 160.024      Alternate Materials, Methods of Design and Methods of Construction**

- A. The provisions of the Specialty Codes are not intended to prevent the use of any material, method or design of method of construction not specifically prescribed by the Specialty Codes, provided an alternate has been approved by the Building Inspector and its use authorized by the Building Official.
- B. The Building Official may approve an alternate material, method of design or method of construction, provided the Building Inspector finds that the proposed design is satisfactory and complies with the provisions of the Specialty Codes and that the material, method of work offered is, for the purpose intended, at least the equivalent of that prescribed in the Specialty Codes in suitability, strength, effectiveness, fire resistance, durability, safety and sanitation.
- C. The Building Inspector or the Building Official shall require that sufficient evidence or proof be submitted to substantiate claims that may be made regarding the use of an alternate material, method of design or method of construction. The details of an action granting approval of an alternate material, method of design or method of use shall be recorded and entered into the files of the City.

**§ 160.025      Modifications.** Whenever there are practical difficulties involved in carrying out the provisions of the Specialty Codes, the Building Official may grant modifications for individual cases.

- A. The Building Official shall first find that a special individual reason makes the strict letter of the Specialty Codes impractical and the modification is in conformity with the intent and purpose of the Specialty Codes.

B. The Building Official shall also find that such modification does not lessen health, life safety and fire safety requirements or any degree of structural integrity.

C. The details of granting modification shall be recorded and entered in the individual property files of the City.

#### **§ 160.026 Tests**

A. Whenever there is insufficient evidence of compliance with the provisions of the Specialty Codes or evidence that materials or construction do not conform to the requirements of the Specialty Codes, the Building Official may require tests as evidence of compliance to be made at no expense to the City.

B. Test methods shall be as specified by the Specialty Codes or by other recognized test standards. In the absence of recognized and accepted test method, the Building Official shall determine test procedures.

C. Tests shall be made by an approved agency. Reports of such test shall be recorded and entered in the individual property files of the City.

**§ 160.027 Authority – Creation of Enforcement Agency.** There is hereby established a Building Code Enforcement Agency which shall be under the administrative and operational control of the Building Official.

Whenever the term or title “administrative authority,” “responsible official,” “building official,” “chief inspector,” “code enforcement officer,” or other similar designation is used in any Chapter within Title XV of the Dunes City Code or in any of the Specialty Codes it shall be construed to mean the Building Official designated by the City Council.

**§ 160.028 Powers and Duties of Building Official.** The Building Official is hereby authorized and directed to enforce all the provisions of this Building Code and the referenced Specialty Codes. For such purposes, the Building Official shall have the powers of a law enforcement officer.

**§ 160.029 Deputies.** In accordance with prescribed procedures and with the approval of the City Council, the Building Official may appoint such number of technical officers and inspectors and other employees as shall be authorized from time to time. The Building Official may deputize such inspectors or employees as may be necessary to carry out the functions of the Building Code Enforcement Agency.

**§ 160.030 Right of Entry.** When necessary to make an inspection to enforce any of the provisions of this Code and the Specialty Codes, or when the Building Official and/or the Building Inspector has reasonable cause to believe that there exists in any building or upon a premises a condition which is contrary to or in violation of this Code which makes the building or premises unsafe, dangerous or hazardous, the Building Official and/or the Building Inspector may enter the building or premises at all reasonable times to inspect or to perform the duties imposed by this Code, provided that if such building or premises be occupied, that credentials be presented to the occupants and entry requested. If such building or premises be unoccupied, the Building Official and/or the Building Inspector shall first make

a reasonable effort to locate the owner or other persons having charge or control of the building or premises and request entry. Should entry be refused, the Building Official shall have recourse to the remedies provided by State law to secure entry.

**§ 160.031 Stop Work Orders.** When work is being done contrary to the provisions of this Code, the Specialty Codes, or other pertinent laws or ordinances implemented through the enforcement of this Code, the Building Official may order the work stopped by notice in writing served on persons engaged in the doing or causing such work to be done, and such persons shall forthwith stop the work until authorized by the Building Official to proceed with the work.

**§ 160.032 Occupancy Violations.** When a building or structure or building service equipment therein regulated by this Code and the Specialty Codes is being used contrary to the provisions of such Codes, the Building Official may order such use discontinued by written notice served on any person causing such use to be continued. Such person shall discontinue the use within the time prescribed by the Building Official after receipt of such notice to make the structure, or portion thereof, comply with the requirements of such Codes.

**§ 160.033 Authority to Disconnect Utilities.** The Building Official or his/her designee shall have the authority to disconnect a utility service or energy supplied to the building, structure or building service equipment therein regulated by this Code of the Specialty Codes in case of emergency where necessary to eliminate an immediate hazard to life or property. The Building Official shall, whenever possible, notify the serving utility, the owner and occupant of the building, structure or building service equipment of the decision to disconnect prior to taking such action, and shall notify such serving utility, owner and occupant of the building, structure or building service equipment in writing, of such disconnection immediately thereafter.

**§ 160.034 Abatement.**

A. *Authority to Abate.* A condition caused or permitted to exist in violation of this Code or the Specialty Codes is a public nuisance which may be abated by any of the procedures set forth by City Ordinance or State Statute.

B. *Authority to Condemn Building Service Equipment.*

1. When the Building Official ascertains that building service equipment regulated in the Specialty Codes has become hazardous to life, health or property, or has become unsanitary, the Building Official shall order, in writing, that such building service equipment be disconnected, removed, and replaced. The notice itself shall fix a time limit for compliance with such order. Defective building service equipment shall not be repaired and/or maintained after receiving such notice.

2. When such equipment or installation is to be disconnected, a written notice of such disconnection and causes therefore shall be given within twenty-four (24) hours to the serving utility, the owner and occupant of such building, structure or premises.

3. When any building service equipment is maintained in violation of the Specialty Codes and in violation of a notice issued pursuant to the provisions of this Section 160.034, the Building Official shall institute appropriate action to prevent, restrain, correct or abate the violation.

**§ 160.035 Connection After Order to Disconnect.**

Persons shall not make connections from an energy, fuel or power supply nor supply energy or fuel to building service equipment which has been disconnected or ordered to be disconnected by the Building Official or the use of which has been ordered to be discontinued by the Building Official until the Building Official authorizes the reconnection and use of such equipment.

**§ 160.036 Liability.**

A. The Building Official charged with the enforcement of this Code and the Specialty Codes, acting in good faith and without malice in the discharge of his or her duties, shall not thereby be rendered personally liable for damage that may accrue to persons or property as a result of an act of omission in the discharge of the assigned duties.

B. A suit brought against the Building Official or employee because of such act or omission performed by the Building Official or employee in the enforcement of the provisions of this Code or enforced by the Code Enforcement Agency shall be defended by the City until final termination of such proceedings, and any judgment resulting therefrom shall be assumed by the City.

C. Where the Building Official is a contracted service, the contractor will defend, indemnify and hold harmless the City, its officials, employees and agents from any claims, suits, or action arising out of acts by the contractor, his or her employees, agents and subcontractors that are outside the scope of the Contract Agreement while on duty as a Building Official for the City, or that are as a result of negligence on the part of the contractor, his or her employees, agents and subcontractors.

D. The Code shall not be construed to relieve from or lessen the responsibility of any persons owning, operating or controlling a building, structure or building service equipment therein for damages to persons or property caused by defects, nor shall the Code Enforcement Agency or the City be held as assuming such liability by reason of the inspections authorized by this Code or permits or certificates issued under this Code.

**§ 160.037 Unsafe Buildings, Structures or Building Service Equipment.**

A. Buildings or structures regulated by this Building Code and the Specialty Codes which are structurally inadequate or have inadequate egress, or which constitute a fire hazard, or are otherwise dangerous to human life are, for the purpose of this Chapter 151, unsafe buildings.

B. Building service equipment regulated by such Building and Specialty Codes, which constitute a fire, electrical or health hazard, or an unsanitary condition, or is otherwise dangerous to human life is, for the purpose of this Chapter 151, unsafe. Use of buildings, structures or building service equipment constituting a hazard to safety, health or public welfare by reason of inadequate maintenance, dilapidation, obsolescence, fire hazard, disaster, damage or abandonment is, for the purpose of this Chapter 151, an unsafe use.

C. Parapet walls, cornices, spires, towers, tanks, statuary, and other appendages or structural members which are supported by, attached to, or a part of a building and which are in a deteriorated condition or otherwise unable to sustain the design loads which are specified in the Building Code are hereby designated as unsafe building appendages.

D. Unsafe buildings, structures or appendages and building service equipment are hereby declared to be public nuisances and shall be abated by repair, rehabilitation, demolition or removal in accordance with the procedures set forth in the Dangerous Buildings Code or such alternate procedures as may be adopted by the City. As an alternative, the Building Official or other employee or official of the City, as designated by the City Council, may institute other appropriate action to prevent, restrain, correct or abate the violation.

#### **§ 160.038 Board of Appeals.**

In order to hear and decide appeals of orders, decisions or determinations made by the Building Official relative to the application and interpretations of the Specialty Codes, the City Council shall be considered to be the Board of Appeals. The Building Official shall be an ex-officio member and shall act as secretary to said Board but shall have no vote upon any matter before the Board. The City Council shall, by Resolution, adopt rules of procedures for conducting its business as the Board of Appeals and shall render all decisions and findings in writing to the appellant with a duplicate copy to the Building Official.

#### **§ 160.039 Limitations of Authority.**

The City Council, acting in its authority as the Board of Appeals, shall have no authority relative to interpretation of the administrative provisions of the Building Codes or the administrative provisions of the Specialty Codes nor shall the Council be empowered to waive requirements of either the Building Codes or the Specialty Codes.

#### **§ 160.040 Violations and Penalties.**

A. *Violation.* It shall be unlawful for a person, firm or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert or demolish, equip, use, occupy or maintain any building, structure or building service equipment or cause or permit the same to be done contrary to or in violation of this Code and/or the Special Codes.

B. *Penalties.* Violation of a provision of this Code shall be subject to an administrative civil penalty not to exceed \$5,000 for each offense, or in the case of a continuing offence, not more than \$1,000 for each day of the offense, and shall be processed in accordance with the procedures set forth in this Chapter 160.

C. *Cumulative Remedies.* The penalties and remedies provided in this Chapter 151 are not exclusive and are in addition to other penalties and remedies available under this Code, other applicable City ordinances, and State law.



**§ 160.041 Building Official – Authority to Impose Administrative Civil Penalty.**

A. *Civil Penalties.* Upon a determination by the Building Official that any person, firm, corporation, or other entity however organized, has violated a provision of Title XV or rule thereunder, the Building Official may issue a notice of civil violation and impose upon the violator and/or any other responsible person an administrative civil penalty as provided by this Chapter 160. For purposes of this Chapter 151, a responsible person includes the violator, and if the violator is not the owner of the building or property at which the violation occurs, also includes the owner or owners. This authority in no way precludes the Building Official from attempting to secure voluntary compliance prior to issuance of an order to correct the violation.

B. *Order to Correct.* Prior to issuing a notice of civil violation and imposing an administrative civil penalty under this Chapter 151, the Building Official shall issue an order to correct a violation (Order to Correct) to one (1) or more of the responsible persons. Except where the Building Official determines that the violation poses an immediate threat to health, safety, environment, or public welfare, the time for correction shall be not less than five (5) calendar days.

C. *Notice of Civil Violation.* Following the date or time by which the correction must be completed as required by an Order to Correct, the Building Official shall determine whether such correction has been completed. If the required correction has not been completed by the date or time specified in the Order, the Building Official may issue a notice of civil violation and assess an administrative civil penalty to each responsible person to whom an Order to Correct was issued.

D. *Knowing, Intentional or Repeat Violations.* Notwithstanding Section 160.041(B), the Building Official may issue a notice of civil violation and assess an administrative civil penalty without having issued an Order to Correct where the Building Official determines that the violation was knowing, intentional, or a repeat of a similar violation.

E. *Penalty Consideration.* In assessing an administrative civil penalty authorized by this Section 160.041, the Building Official shall consider:

1. The person's cooperativeness and past history in taking steps to correct the violation;
2. Any prior violations of this Code, of the Specialty Codes, or other City ordinances;
3. The gravity and magnitude of the violation;
4. Whether the violation was repeated or continuous; and
5. Whether the violation was caused by an unavoidable accident, negligence, or an international act.

F. *Notice Requirements.* A notice of civil violation issued under this Section 160.041 shall either be served by personal service or shall be sent by registered or certified mail and by first class mail. Any such notice served by mail shall be deemed received for purposes of any time computations hereunder

three (3) days after the date mailed if to an address within this State, and seven (7) days after the date mailed if to an address outside this State. Every notice shall:

1. Describe the alleged violation, including any relevant code provision numbers, ordinance numbers, or other identifying references;
2. State that the City intends to assess a civil penalty for the violation and state the amount of the civil penalty and other penalties imposed;
3. State the date on which the Order to Correct was issued and the time by which correction was required, or, if the penalty is imposed pursuant to Section 160.041(D) of this Code, a short and plain statement of the basis for concluding that the violation was knowing, intentional, or repeated.
4. State that the party may challenge the assessment of civil penalty to the City Council in its capacity as the Board of Appeals; and
5. Describe the process and the deadline for informing the City that the party is challenging the assessment of the civil penalty.

G. *Appeal.* Any person, firm, corporation, or other entity however organized, who is issued a notice of civil penalty may appeal the penalty to the City Council in its capacity as the Board of Appeals. The provisions of Sections 160.041 and 160.042 of this Code shall govern any requested appeal.

H. *Penalty Final.* If no appeal is timely filed with the City Council in its capacity as the Board of Appeals, a civil penalty imposed hereunder shall become final upon expiration of the time for filing an appeal.

I. *Continuing Violations.* Each day the violator fails to remedy the Code violation shall constitute a separate violation.

J. *Additional Penalties.* The civil administrative penalty authorized by this Section 154.041 shall be in addition to:

1. Assessments or fees for any costs incurred by the City in remediation, cleanup, or abatement, and
2. Any other actions authorized by law, provided that the City shall not issue a Notice of Violation pursuant to Chapter 36 of the Dunes City Code for a violation of any of the provisions of Title XV of the Dunes City Code of Ordinances.

#### **§ 160.042 Appeal Procedures.**

A. *Appeal Contents.* Any recipient aggrieved by a notice of civil penalty may, within fourteen (14) days after receipt of the notice, appeal in writing to the City Council in its capacity as the Board of Appeals. The written appeal shall be accompanied by an appeal fee in an amount set by Council resolution and shall include:



1. The name and address of the appellant;
2. The nature of the matter being appealed;
3. The reason appellant claims the Building Official's determination is incorrect; and
4. The appellant's desired determination of the appeal.

If appealed, the civil penalty shall become final, upon issuance of the City Council's decision affirming the Building Official's assessment in its capacity as the Board of Appeals.

B. *Hearing Date and Notice.* Unless the appellant and the City agree to a longer period, an appeal shall be heard by the City Council acting in its capacity as the Board of Appeals within thirty (30) days of the receipt of appellant's notice of intent to appeal. At least ten (10) days prior to the hearing, the City shall mail notice of the time and location thereof to the appellant.

C. *Hearing Procedure.* The City Council, in its capacity as the Board of Appeals, shall hear and determine the appeal on the basis of the appellant's written statement and any additional evidence the Board of Appeals deems appropriate. At the hearing, the appellant may present testimony and oral argument personally or by counsel. The burden of proof shall be on the Building Official. The rules of evidence as used by courts of law do not apply.

D. *Decision.* The City Council, in its capacity as the Board of Appeals, shall issue a written decision within ten (10) days of the hearing date.

E. *Fee Refundability.* Other than as provided in this Section 154.42, the appeal fee is non-refundable. If the Building Official's assessment is not affirmed, the City Council, acting in its capacity as the Board of Appeals, may refund all or a part of the appeal fee upon appellant's motion at the time of hearing.

F. *Appeal to the Department of Consumer and Business Services Advisory Board.* In accordance with ORS 455.690, any person aggrieved by the final decision of the City Council, acting in its capacity as the Board of Appeals, or a subordinate officer of the Department of Consumer and Business Services as to the application of any provision of a Specialty Code may, within thirty (30) business days after the date of the decision, appeal to the appropriate Department of Consumer and Business Services Advisory Board. The appellant shall submit all requisite fees with the request for appeal. The final decision of the involved City or State officer shall be subject to review and final determination by the appropriate Department of Consumer and Business Services Advisory Board as to technical and scientific determinations related to the application of the Specialty Code involved.

#### **§ 160.043 Unpaid Penalties.**

A. *Penalty Collection.* Failure to pay an administrative penalty imposed pursuant to this Code within ten (10) days after the penalty becomes final shall constitute a separate violation. The Building

Official is authorized to collect the penalty by any administrative or judicial action or proceeding authorized by Section 160.043(B) below, other provisions of this Code, or by State Statute.

B. *Assessment Lien.* If an administrative civil penalty is imposed on a responsible person because of a violation of any provisions of this Code resulting from a prohibited use or activity on real property and the penalty remains unpaid thirty (30) days after such penalty becomes final, the Building Official shall assess the property the full amount of the unpaid fine and shall enter such an assessment as a lien in the City's lien docket. At the time such an assessment is made, the Building Official shall notify the responsible person that the penalty has been assessed against the real property upon which the violation occurred and has been entered in the City's lien docket. The lien shall be enforced in the same manner as all City liens. Interest shall commence from the date of entry of the lien in the lien docket.

C. *Additional Penalties.* In addition to enforcement mechanisms authorized elsewhere in this Code, failure to pay an administrative civil penalty imposed pursuant to this Chapter 151 shall be grounds for withholding issuance of requested permits or licenses, issuance of a stop work order, if applicable, or revocation or suspension of any issued permits or certificates of occupancy.

**§ 160.044 Permits Required.** Except as specified in Section 160.045, no building, structure or building service equipment regulated by this Code and the Specialty Codes shall be erected, constructed, enlarged, altered, repaired, moved, improved, removed, converted, or demolished unless a separate, appropriate permit for each building, structure or building service equipment has first been obtained from the Building Official.

**§ 160.045 Work Exempt from Permits.** A permit shall not be required for the types of work in each of the separate classes of permit as listed in Sections 160.046 through 160.048 below. Exemption from the permit requirements of this Code shall not be deemed to grant authorization for any work to be done in violation of the provisions of the Specialty Codes or any other laws or ordinances of the City.

**§ 160.046 Building Permits.** Work exempt from permit. Exemption from permit requirements of this Code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this Code or any other laws or ordinances of the City. Permits shall not be required for the following:

Building:

A. A non-habitable one-story detached accessory structure, provided the floor area does not exceed 200 square feet or a height of 10 feet measured to the eave.

B. Except for barriers around swimming pools as required in Appendix G of the Residential Specialty Code, fences not over six (6) feet in height.

C. Retaining walls that are not over four (4) feet in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge.

D. Water tanks supported directly upon grade if the capacity does not exceed 5,000 gallons and the ratio of height to diameter or width does not exceed 2 to 1.

- E. Concrete sidewalks, slabs and driveways not more than thirty (30) inches above adjacent grade and not over any basement or story below.
- F. Painting, papering, tiling, carpeting, cabinets, counter tops, interior wall, floor or ceiling covering, and similar finish work.
- G. Prefabricated swimming pools that are less than 24 inches deep.
- H. Swings and other playground equipment accessory to a one or two-family dwelling.
- I. Window awnings and patio covers supported by an exterior wall not over 120 square feet in area.
- J. Nonbearing partitions, except when such partitions create habitable rooms.
- K. Replacement or repair of siding not required to be fire resistant.
- L. Retrofitted insulation.
- M. Masonry repair.
- N. Porches and decks, where the floor or deck is not more than thirty (30) inches above grade, and where the edge of the porch, deck or floor does not come closer than three (3) feet to property lines.
- O. Gutters and downspouts.
- P. Door and window replacements where no structural member is changed.
- Q. Re-roofing, except in wildfire hazard zones or where replacement or repair of roofing does not exceed thirty percent (30%) of the required live load design capacity and is not required to be fire resistant.
- R. Plastic glazed storm windows.
- S. Frame-covered accessory buildings not more than five hundred (500) square feet in area, one story in height or closer than ten (10) feet to the property line, where the structure is composed of a rigid framework to support tensioned fabric membrane that provides a weather barrier.

**§ 160.047 Plumbing Permit Exemptions.** The stopping of leaks in drains, water, soil, waste, or vent pipe does not require a permit, however, if any concealed trap, drainpipe, water, soil, water or vent pipe becomes defective and it becomes necessary to remove and replace the same with new material, such work shall be considered as new work and a permit shall be obtained and inspected as provided in this Code.

The clearing of stoppages or repairing of leaks in pipes, valves or fixtures, and the removal or reinstallation of water closets, provided such repairs do not involve or require replacement or rearrangement of valves, pipes or fixtures, does not require a permit.

**§ 160.048 Electrical Permit Exemptions.** A permit shall not be required for minor repair work, including the replacement of lamps or the connection of approved portable electrical equipment to approved, permanently installed receptacles. All other electrical work shall require a permit.

**§ 160.049 Mechanical Permits Exemptions.** A mechanical permit shall not be required for the following:

- A. Portable cooking or clothes drying appliances.
- B. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.
- C. Portable heating appliances.
- D. Portable ventilation appliances.
- E. Steam, hot or chilled water piping within any heating or cooling equipment regulated by this Code.
- F. Portable evaporative cooler.
- G. Self-contained refrigeration systems containing ten (10) pounds or less of refrigerant or that are actuated by motors of One (1) horsepower or less.
- H. Other portable appliances such as freezers, washing machines, refrigerators, portable barbeques, grills, etc.

**§ 160.050 Excavation and Grading Permits.**

A. Excavation and Grading associated with site preparation for construction of new buildings or structures shall be regulated by the Building Official with inspections to be done by the Building Inspector. Any such grading and excavation permits issued associated with the site preparation for construction of new buildings or structures will be issued as building permits and processed accordingly, and are regulated by the Oregon Building Codes Division.

B. Excavation and Grading permits associated with all other activities including, but not limited to, septic system installation or repair, and driveways, will not be issued as building permits but will be issued as a City Public Works permit and all associated fees will not be part of the dedicated fund permit revenues regulated by the Oregon Building Codes Division. Fees for such permits shall be set by Resolution of the City Council. Inspections will be done by the City Public Works Maintenance Supervisor or his or her designee. If, in the opinion of the Building Official, it is necessary, the Building

Official may request the City Engineer to review a proposed project and make recommendation. Fees and costs associated with the City Engineer's review shall be paid by the applicant.

C. Design standards and methods of grading and excavation must conform with this Code, the Specialty Codes, and any other provisions of the Dunes City Code of Ordinances.

**§ 160.051 Application for Permit.** To obtain a permit, the applicant shall first file an application therefore in writing on a form furnished by the City for that purpose. Every such application shall:

A. Identify and describe the work to be covered by the permit for which application is made.

B. Describe the land on which the proposed work is to be done by Map and Tax Lot Number, street address, or similar description that will readily identify and definitely locate the proposed building or work.

C. Indicate the use or occupancy for which the proposed work is intended.

D. Be accompanied by plans, diagrams, computations and specifications, and other data as required in Sections 160.052 and 160.053 herein and the Building Code.

E. State the valuation of any new building or structure or any addition, remodeling or alteration to an existing building.

F. Be signed by the applicant, or the applicant's authorized agent.

G. Give such other data and information as may be required by the Building Official.

**§ 160.052 Submittal Documents.**

A. Plans, specifications, engineering calculations, topography, setbacks, total parcel coverage percentages, diagrams, soil investigation reports, erosion and sediment control plans, stormwater runoff control and retention plans, identification and location of source of drinking water, location of all utility lines and pipes, septic system placement and replacement areas, special inspection and structural observation programs, and other data shall constitute the submittal documents and shall be submitted in one or more sets with each application for a permit.

B. When such plans are not prepared by an architect or engineer, the Building Official may require the applicant submit such plans or other data to demonstrate that State law does not require that the plans be prepared by a licensed architect or engineer.

C. The Building Official may require plans, computations, and specifications to be prepared and designed by an engineer or architect licensed by the State to practice as such even if not required by State law.

D. Exception: the Building Official may waive the submission of plans, calculations, construction inspection requirements, and other data if it is found that the nature of the work applied for is such that

reviewing of plans is not necessary to obtain compliance with this Title XV of this Code, the Specialty Codes, and State law.

**§ 160.053 Information on Plans and Specifications.**

A. Plans and specifications shall be drawn to scale on substantial paper or cloth and shall be of sufficient clarity to indicate the location, nature and extent of the work proposed and show in detail that it will conform to the provisions of this Code and all relevant laws, ordinances, rules, and regulations.

B. Plans for buildings more than two stories in height of other than Group R, Division 3 and Group U Occupancies shall indicate how required structural and fire-resistive integrity will be maintained when a penetration will be made for electrical, mechanical, plumbing, and communication conduits, pipes and similar systems.

**§ 160.054 Architect or Engineer of Record.**

When it is required that documents be prepared by an architect or engineer:

A. The Building Official may require the owner to engage and designate on the building permit application, an architect or engineer who shall act as the architect or engineer of record.

B. If the circumstances require, the owner may designate a substitute architect or engineer of record who shall perform all the duties required of the original architect or engineer of record.

C. The Building Official shall be notified in writing by the owner if the architect or engineer of record is changed or is unable to continue to perform the duties.

**§ 160.055 Inspection and Observation Program.**

A. When special inspection is required by this Code, the architect or engineer of record shall prepare an inspection program which shall be submitted to the Building Official for approval prior to issuance of the building permit. The inspection program shall designate the portions of the work to have special inspection, the name or names of the individuals or firms who are to perform the special inspections and indicate the duties of the special inspectors.

B. The special inspector shall be employed by the owner, the engineer or architect of record, or an agent of the owner, but not the contractor of any other person responsible for the work.

C. 1. When structural observation is required by this Code, the inspection program shall name the individuals or firms who are to perform structural observation and describe the stages of construction at which structural observation is to occur.

2. The inspection program shall include samples of inspection reports and provide time limits for submission of reports.

#### **§ 160.056      Permits Issuance.**

A.     1.     The application, plans, specifications, computations, and other data filed by an applicant for permit shall be reviewed by the Building Official. Such plans may be reviewed by other departments of the City to verify compliance with any applicable Code and laws established by the City. A mandatory pre-construction meeting with the contractor and/or owner, the Building Official, the Building Inspector, the Public Works Maintenance Supervisor, and any other individuals identified by the Building Official will be held to discuss the concepts and plans for the proposed construction.

2.     If the Building Official finds that the work described in an application for a permit and the plans, specifications and other data filed therewith conform to the requirements of the Code and the Specialty Codes and other pertinent laws and ordinances, and that the fees specified in this Code have been paid, the Building Official shall issue a permit to the applicant.

B.     1.     When a permit is issued when plans are required, the Building Official shall endorse in writing or stamp the plans and specifications “Approved” or “Reviewed.”

2.     Such approved plans and specifications shall not be changed, modified or altered without authorizations from the Building Official, and all work regulated by this Code shall be done in accordance with the approved plans.

#### **§ 160.057      Occupancy Restriction Recordation.**

An applicant for a building permit for new construction, as a condition for the issuance of the permit, may be required to execute, notarize and deliver to the City a recordable occupancy restriction. This requirement shall be at the discretion of the Building Official. Upon receipt of the occupancy restriction, the Building Official shall record it in the deed records of Lane County, Oregon. The recording fees shall be charged to the applicant. When the conditions in the occupancy restriction have been satisfied, the restriction shall be released and the occupancy certificate shall be issued only upon payment of all fees due to the City.

#### **§ 160.058      Retention of Plans.**

One (1) set of approved plans, specifications and computations shall be retained by the Building Official for a period of not less than seven (7) years from the date of completion of the work covered therein and as prescribed by rule or law, and one set of approved plans and specifications shall be returned to the applicant and shall be kept on the site of the building or work at all times during which the work authorized thereby is in progress.

#### **§ 160.059      Validity of Permit.**



A. The issuance of a permit or approval of plans, specifications and computations shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of this Code or the Specialty Codes, or of any other ordinance of the City.

B. The issuance of a permit based on plans, specifications and other data shall not prevent the Building Official from thereafter requiring the correction of errors in such plans, specifications and other data, or from preventing building operations being carried on thereunder when in violation of this Code or the Specialty Codes, or of any other ordinances of the City.

#### **§ 160.060 Expiration.**

Every permit issued by the Building Official under the provisions of the Specialty Codes shall expire by limitation and become null and void, if the building or work authorized by such permit is not commenced within one hundred and eighty (180) days from the date of such permit, or if the building or work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of one hundred and eighty (180) days. Before such work can be recommenced, a new permit shall be first obtained to do so, and the fee therefore shall be one-half (1/2) the amount required for a new permit for such work, provided no changes have been made, or will be made, in the original plans and specifications for such work, and provided further that such suspension or abandonment has not exceeded one (1) year. In order to renew action on a permit after expiration, the permittee shall pay a full permit fee.

#### **§ 160.061 Suspension or Revocation.**

The Building Official may, in writing, suspend or revoke a permit issued under the provisions of this Code and the Specialty Code when the permit is issued in error or on the basis of incorrect information supplied, or in violation of an ordinance or regulation or the provisions of this Code or the Specialty Codes.

#### **§ 160.062 Transfer of Building Permit.**

A building permit shall only be transferable when authorized by the owner of the property, in writing.

#### **§ 160.063 Fees.**

Fees shall be assessed in accordance with the provisions of this Chapter 151 or as set forth in the fee schedule adopted by the City Council by Resolution.

#### **§ 160.064 Permit Fees.**

A. The fee for each permit shall be in accordance with uniform fee methodology prescribed by the State of Oregon and the fee schedule adopted by the City Council by Resolution.

B. The determination of value or valuation under any of the provisions of this Code or the Specialty Codes shall be made by the Building Official. The value to be used in computing the building permit and building plan review fees shall be the total value of all construction work for which the permit is



issued, as well as all finish work, painting, roofing, electrical, plumbing, heating, air conditioning, elevators, fire-extinguishing systems, stormwater runoff retention and drainage facilities, and other permanent equipment.

**§ 160.065 Plan Review Fees.**

A. When submittal documents are required by Section 160.052, a plan review fee shall be paid at the time of permit issuance. Said plan review fee shall be sixty-five percent (65%) of the permit fee.

B. The plan review fees specified in this section are separate fees from the permit fees and are in addition to the permit fee.

C. When submittal documents are incomplete or changed so as to require additional plan review, or when the project involves deferred submittal items, an additional plan review fee shall be charged.

D. Plans requiring a fire-life safety review as required by ORS 479.155(2) and OSSC 106.3 shall be assessed an additional fee of forty percent (40%) of the permit fee.

**§ 160.066 Expiration of Plan Review.**

A. Applications for which no permit is issued within one hundred and eighty (180) days following the date of application shall expire by limitation, and plans and other data submitted for review may thereafter be returned to the applicant or destroyed by the Building Official.

B. The Building Official may extend the time for action by the applicant for a period not exceeding one hundred and eighty (180) days on written request by the applicant showing that circumstances beyond the control of the applicant have prevented action from being taken. An application shall not be extended more than once.

C. An application shall not be extended if this Code or any other pertinent laws or ordinances have been amended subsequent to the date of application. In order to renew action on an application after expiration, the applicant shall resubmit plans and pay a new plan review fee.

**§ 160.067 Building Surcharge.**

In addition to all other fees associated with each permit, a Building Surcharge shall be assessed in the amount of seven percent (7%) of the permit fee or the sum of Thirty Dollars (\$30.00), whichever is greater.

**§ 160.068 Investigation and Investigation Fee.**

A. *Investigation.* Whenever work for which a permit is required by this Code has been commenced without first obtaining a permit, a special investigation shall be made before a permit may be issued for such work.

B. *Investigation Fee.* An investigation fee, in addition to the permit fee, shall be collected whether or not a permit is then subsequently issued. The investigation fee shall be the actual or average cost of

investigation to ensure the unpermitted work complies with the State Building Code. The payment of such investigation fee shall not exempt an applicant from compliance with all other provisions of either this Code or the Specialty Codes nor from the penalty prescribed by law. Permits for emergency repairs obtained within five (5) business days after commencement of the repair are not subject to the investigation fee.

**§ 160.069      Fee Refunds and Waivers.**

The Building Official may authorize refunding of a fee paid hereunder which was erroneously paid or collected.

A.      The Building Official may authorize refunding of not more than eighty percent (80%) of the permit fee paid when an application for a permit for which fees have been paid is withdrawn or cancelled before any work has been done or any inspections made.

B.      The Building Official may authorize refunding of not more than eighty percent (80%) of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or cancelled before any examination time has been expended.

C.      The Building Official shall not authorize the refunding of any fee paid except upon written application filed by the original permittee not later than one hundred eighty (180) days after the date of fee payment.

D.      The Building Official may authorize waiving a permit fee for those permits issued for purposes of removing vegetation from the rights-of-way of the City.

**§ 160.070      Inspections in General.**

A.      Construction or work for which a permit is required shall be subject to inspection by the Building Official and the construction work shall remain accessible and exposed for inspection purposes until approved by the Building Official. In addition, certain types of construction shall have continuous inspection as specified in Section 160.081 herein.

1.      It shall be the duty of the permit applicant to cause the work to remain accessible and exposed for inspection purposes. Neither the Building Official nor the City shall be liable for expense entailed in the removal or replacement of any material required to allow the inspection.

B.      The Building Official may implement additional or alternate inspection procedures or requirements by written administrative rules.

C.      Approval as a result of an inspection shall not be construed to be an approval of any violation of the provisions of this Code or of other ordinances of the City.

D.      A survey of the lot may be required by the Building Official to verify the structure is located in accordance with the approved plans. All costs associated with the survey shall be paid by the applicant or property owner.

**§ 160.071      Job Address and Inspection Record Card Posting.**

A. Work requiring a permit shall not be commenced until the permit holder or agent of the permit holder shall have posted the job site address in a readily visible location to identify the construction site for inspectors and public safety officials to easily locate the job address. Failure to post the job address in a readily visible location may result in a re-inspection fee equal to the minimum hourly rate on the fee scheduled adopted by the City Council.

B. Work requiring a permit shall not be commenced until the permit holder or agent of the permit holder shall have posted or otherwise made available an inspection record card such as to allow the Building Official or Building Inspector conveniently to make the required entries thereon regarding inspection of the work. This card shall be maintained and made available by the permit holder until final approval has been granted by the Building Official.

**§ 160.072      Inspection Requests.**

A. It shall be the duty of the person doing the work authorized by a permit to notify the Building Official that such work is ready for inspection. A request for inspection must be filed at least two (2) working day before such inspection is desired. Such request may be in writing or by telephone at the option of the Building Official.

B. There must be a final inspection and approval of all buildings and structures when completed and ready for occupancy and use. See also Section 160.083.

**§ 160.073      Required Building Inspections.**

A. Reinforcing steel or structural framework of a part of a building or structure shall not be covered or concealed without first obtaining the approval of the Building Inspector.

B. The Building Inspector, upon notification, shall make the following inspections:

1. *Foundation Inspection* is to be made after excavations for footings are complete and required reinforcing steel is in place. For concrete foundations, required forms shall be in place prior to inspection. All materials for the foundation shall be on the job, except when concrete is ready-mixed in accordance with U.B.C. Standard 19-3, the concrete need not be on the job. When the foundation is being constructed of approved treated wood, additional inspections may be required by the Building Inspector.

2. *Concrete Slab or Under-floor Inspection* is to be made after in-slab or under-floor building service equipment, conduit, piping accessories, and other ancillary equipment items are in place, but before any concrete is placed or floor sheathing installed, including the subfloor.

3. *Frame Inspection* is to be made after the roof, framing, fire blocking, and bracing are in place, and all pipes, chimneys and vents are complete and the rough electrical, plumbing, and heating wires, pipes and ducts are approved.

4. *Lath and/or Wallboard Inspection* is to be made after lathing and wallboard, interior and exterior, is in place but before plaster is applied or before wallboard joints and fasteners are taped and finished.

5. *Final Inspection* is to be made after finish grading around the building is completed and ready for occupancy.

**§ 160.074 Required Building Service Equipment Inspections.**

A. Building service equipment for which a permit is required by this Code shall be inspected by the Building Inspector. Building service equipment intended to be concealed by a permanent portion of the building shall not be concealed until inspected and approved. When the installation of building service equipment is complete, an additional and final inspection shall be made.

B. Building service equipment regulated by the Specialty Codes shall not be connected to the water, fuel, power supply or sewer system until authorized by the Building Inspector.

C. The requirements of Section 160.074(B) shall not be considered to prohibit the operation of building service equipment installed to replace existing building service equipment serving an occupied portion of the building in the event a request for inspection of such building service equipment has been filed with the Building Official not more than forty-eight (48) hours after the replacement work is completed, and before any portion of such building service equipment is concealed by permanent portions of the building.

**§ 160.075 Other inspections.**

In addition to all other inspections specified above, the Building Inspector may make or require other inspections of construction work to ascertain compliance with the provisions of this Code or Specialty Codes and other laws which are enforced by the Building Official or City Code Enforcement Officer.

**§ 160.076 Re-inspections.**

A. 1. A re-inspection fee may be assessed for each inspection or re-inspection when such portion of work for which inspection is called is not complete or when corrections called for are not made.

2. Re-inspection fees may be assessed when the inspection record card is not posted or otherwise available on the work site, the approved plans are not readily available to the inspector, for failure to provide access on the date for which inspection is required, or for deviating from plans requiring the approval of the Building Official.

B. This Section 160.076 is not to be interpreted as requiring re-inspection fees the first time a job is rejected for failure to comply with the requirements of the Specialty Codes, but as controlling the practice of calling for inspections before the job is ready for such inspection or re-inspection.

C. To obtain a re-inspection, the applicant shall file an application in writing upon a form furnished for that purpose, and pay the re-inspection fee in accordance with the Specialty Code or as set forth in the fee schedule adopted by the City Council by Resolution.

D. In instances where re-inspection fees have been assessed, additional inspection of the work will not be performed until the required fees have been paid.

#### **§ 160.077 Special Inspections.**

In addition to the inspections required by Sections 160.074 and 160.075, the owner or the engineer or architect of record acting as the owner's agent shall employ one (1) or more special inspectors who shall provide inspections during construction as required by the Building Code (OSSC Chapter 17). Special inspectors shall be approved as required in Section 160.078.

**§ 160.078 Special Inspector.** The special inspector shall be a qualified person who shall demonstrate competence, to the satisfaction of the Building Inspector and the Building Official, for inspection of the particular type of construction or operation requiring special inspection.

#### **§ 160.079 Duties and Responsibilities of the Special Inspector.**

A. The special inspector shall observe the work assigned for conformance with the approved design drawings and specifications.

B. 1. The special inspector shall furnish inspection reports to the Building Inspector, the Building Official, the engineer or architect of record, and other persons designated by the Building Official. Discrepancies shall be brought to the immediate attention of the contractor for correction, then, if uncorrected, to the proper design authority and to the Building Official.

2. The special inspector shall submit a final signed report stating whether the work requiring special inspection was, to the best of the inspector's knowledge, in conformance with the approved plans and specifications and the applicable workmanship provision of these Codes.

#### **§ 160.080 Waiver of Special Inspection.**

The Building Official, after consulting with the Building Inspector, may waive the requirement for the employment of a special inspector if the construction is of minor nature.

#### **§ 160.081 Structural Observation.**

A. Structural observation shall be provided when one of the following conditions exists:

1. The structure is defined in Building Code Chapter 16 as an Occupancy Category III or IV (Critical or essential facility);
2. When so designated by the architect or engineer of record; or

3. When such observation is specifically required by the Building Inspector for unusual lateral-force-resisting systems or irregular structures as defined in OSSC Chapter 16.

B. The owner shall employ the engineer or architect responsible for the structural design, or another engineer or architect designated by the engineer or architect responsible for the structural design, to perform structural observation as defined in OSSC Chapter 16. Observed deficiencies shall be reported in writing to the owner's representative, contractor, the Building Inspector, and the Building Official. The engineer or architect shall submit a statement in writing to the Building Official stating that the site visits have been made.

#### **§ 160.082 Connection to Utilities.**

A. *Energy Connections.* Persons shall not make connections from a source of energy, fuel or power to the building service equipment which is regulated by the Specialty Codes and for which a permit is required by this Code until approved by the Building Inspector.

B. *Temporary Connections.* The Building Inspector may authorize the temporary connection of the building service equipment to the source of energy, fuel or power for the purpose of testing building service equipment, or for use under a temporary certificate of occupancy.

#### **§ 160.083 Certificate of Occupancy.**

A. *Use of Occupancy.* Buildings or structures shall not be used or occupied, nor shall a change in the existing occupancy classification of a building or structure or portion thereof be made, until the Building Official has issued a Certificate of Occupancy as provided herein. Issuance of a Certificate of Occupancy shall not be construed as an approval of a violation of the provisions of this Code or of other ordinances of the City.

B. *Change in Use.* Changes in the character or use of a building shall not be made except as specified in the Building Code.

#### **§ 160.084 Certificate Issued.**

A. After the Building Inspector inspects the buildings or structure and finds no violations of the provisions of this Code, the Specialty Codes, or other laws which are endorsed by the Code Enforcement Agency, the Building Official shall issue a Certificate of Occupancy which shall contain the following:

1. The building permit number.
2. The address of the building and the map and tax lot number of the property upon which the building is located.
3. The name and mailing address of the owner.
4. A description of that portion of the building for which the certificate is issued.

5. A statement that the described portion of the building has been inspected for compliance with the requirements of Code for the group and division of occupancy and the use for which the proposed occupancy is classified.

6. The names of the Building Inspector and the Building Official

**§ 160.085 Temporary Certificate.**

If the Building Inspector finds that substantial hazard will not result from occupancy of a building or portion thereof before the same is completed, a temporary certificate of occupancy for the use of the portion or portions of a building or structure may be issued by the Building Official prior to the completion of the entire building or structure.

**§ 160.086 Revocation.** The Building Official may, in writing, suspend or revoke a Certificate of Occupancy issued under the provisions of this Code when the Certificate is issued in error, or on the basis of incorrect information, or when it is determine that the building or structure or portion thereof is in violation of an ordinance, regulations or the provisions of City Code.

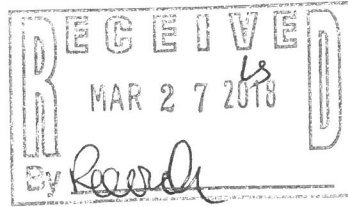
**§§ 160.087 through 160.099 are reserved.**





March 28, 2018

Jamie Mills  
City Recorder/Administrator  
82877 Spruce Street  
Westlake, OR 97493



Project No. 1805002

**RE: PROPOSAL FOR OWRD WATER PROJECT GRANT APPLICATION, DUNES CITY, OREGON**

Dear Ms. Mills:

CwM H2O, LLC (CwM) is pleased to provide Dunes City (City) this proposal for completing a Water Project Grant Application for submittal to the Oregon Water Resources Department (OWRD) in support of acquiring funding for a streamflow monitoring in Woahink Creek.

In a letter to the City dated 2/20/2018, CwM outlined a scope of work to install, calibrate, and manage a streamflow monitoring station in Woahink Creek to fulfill the permit requirements of storage permit S-54405. It is CwM's understanding that the City wishes to pursue funding from OWRD's Water Resources Development Program to partially finance the costs of implementing the streamflow monitoring station as outlined in CwM's preceding letter.

This letter presents a scope of work, cost estimate, and approximate schedule for the completion of a Water Project Grant Application on behalf of the City.

## Scope of Work

CwM has developed a scope of work in support of completing a Water Project Grant Application on behalf of the City for submittal to OWRD. This scope of work consists of the following task(s):

**Task 1. Project Planning and Communication:** This task includes project planning, project management, and communications with the City. Additionally, this task accounts for coordination with relevant stakeholders such as; OWRD (ie. pre-application conference), Lane County, Oregon Fish and Wildlife Department, and potentially private property owners for acquisition of data and permission to install equipment on or near publicly owned infrastructure.

**Task 2. OWRD Water Project Grant Application:** This task includes completing a Water Project Grant Application on behalf of the City for submittal to OWRD. As part of this task, CwM will complete a Water Project Grant Application (ie. Sections I through X of Application) in addition to compiling both the required and potentially supplemental attachments (site map, property access authorization(s) and permit(s), documentation of matching funds, equipment specifications) with coordination and support from the City, as necessary.



## **Cost Estimate**

The cost to complete the proposed scope of work is estimated on a time and materials basis to not exceed \$2,800 without additional approval from the City. Any additional work not accounted for in this proposal will be identified in a timely manner and presented to the City as a change order request. Before the start of additional work, a change order will have to be approved in writing (such as by email) by the City.

## **Schedule**

CwM is prepared to commence this work immediately following receipt of approval from the City. Considering the time constraints (ie. April 25, 2018 5:00 PM deadline) and criteria for submitting a Water Project Grant Application, CwM estimates that the scope of work as proposed can be completed within four weeks of signed approval. CwM's proposed schedule is based on coordination with state and local agencies. CwM is not responsible for project delays due to the availability or lack thereof of state and local agencies.

## **Deliverables**

CwM proposes to provide the following deliverables to Dunes City:

- A Water Project Grant Application Package containing;
  - Water Project Grant Application (Sections I through X);
  - Application Attachments:
    - Site map
    - Property access authorizations
    - Documentation of matching funds
    - Others, as needed (project description, equipment specifications)

## **Contract and Work Order Authorization**

Accompanying this letter, you will find; a Work Order Authorization (Attachment 1) and a Professional Services Agreement (Attachment 2).

To accept and begin the proposed scope of work please complete the following two steps:

- 1) Print the signature page for both the Work Order Authorization and Professional Services Agreement.
- 2) Sign and return both signature pages to: CwM-H2O, LLC; c/o Bob Long, 1319 SE Martin Luther King Jr. Blvd, Suite 204, Portland, Oregon 97214 or scan and email. CwM will also sign these documents and return a copy via email. Scanned email exchange is preferred.



March 28, 2018

Project No. 1805002

Page 3

If you have any questions, please contact the undersigned at 503-954-1326 or Mr. Long's cell phone at (503) 799-0304.

Sincerely,

**CwM H2O, L.L.C.**

Robert Long, *RG, LHG, CWRE*  
Principal Consultant

Attachments:

- 1) Work Order Authorization
- 2) Professional Services Agreement

Attachment 1  
Work Order Authorization 002

**CwM H2O, LLC**

Project Name and Site	Client Reference No.	EWEC Project No.
Proposal for OWRD Water Project Grant Application, Dunes City, Oregon	1805	1805002

**SCOPE OF SERVICES**

Proposal 1805002 – Proposal for OWRD Water Project Grant Application, Dunes City, Oregon enclosed with this attachment. Scope of services as provided in letter proposal to Dunes City dated March 28, 2018.

**AGREEMENT COST**

Time and Materials estimate based on scope of services. \$2,800

**SCHEDULE**


The proposed start of the project is March 28, 2018 until scope is complete. The estimated time to completion of this work order is approximately four weeks from the start date, however, the proposed schedule is based on coordination with state and local agencies for approval. CwM is not responsible for project delays resulting from state and local agencies.

The work covered by this Work Order Authorization shall be performed under the terms and conditions of CwM-H2O, LLC Master Services Agreement, Version 07/16 (Attachment 2). Please endorse both documents and return to CwM-H2O, LLC.

Dunes City

CwM-H2O, LLC

By: \_\_\_\_\_  
Authorized Representative  
Jamie Mills

By:  \_\_\_\_\_  
Authorized Representative  
Robert E. Long Jr.

Its: \_\_\_\_\_

Its: Member Manager

Date: \_\_\_\_\_

Date: March 28, 2018

**Attachment 2  
CwM H2O L.L.C.  
TERMS AND CONDITIONS  
MASTER SERVICES AGREEMENT**

## **I. CLIENT DEFINITION**

CLIENT as used herein shall include and apply to all parties equally, be they individuals, corporations, partnerships, associations, government agencies, or other entities, whether acting alone or collectively as a group where the Services of this Agreement are being provided to, or on behalf of the group.

## **2. STANDARD OF CARE**

Services performed by CwM H2O, L.L.C. (CwM) will be conducted in a manner consistent with that level of care and skill ordinarily exercised by other members of the engineering and science professions practicing under similar conditions subject to the time limits and financial, physical, or any other constraints applicable to the Services. No warranty expressed or implied is made.

## **3. INVOICES AND PAYMENT**

CwM will submit monthly invoices to CLIENT and a final bill upon completion of services. CLIENT shall notify CwM within ten (10) days of receipt of invoice of any dispute with the invoice. CLIENT and CwM will promptly resolve any disputed items. Payment on undisputed invoice amounts is due upon receipt of invoice by CLIENT and is past due thirty (30) day after the date of the invoice. CLIENT agrees to pay a finance charge of one and one-half percent (1.5%) per month, or the maximum amount allowed by law, on past due accounts. If payment remains past due sixty (60) days from the date of the invoice, then CwM shall have the right to suspend all work under this Agreement, without prejudice. CLIENT will pay all reasonable demobilization and other suspension costs. CLIENT agrees to pay, attorneys' fees, legal costs and all other collection costs incurred by CwM in pursuit of past due payments. Where the cost estimate for the scope of Services is "not to exceed" a specified sum, CwM shall notify CLIENT before each limit is exceeded, and shall not continue to provide Service beyond such limit unless CLIENT authorizes an increase in the amount of the limitation. If a "not to exceed" limitation is broken down into budgets for specific tasks, the task budget may be exceeded without CLIENT authorization as long as the total limitation is not exceeded.

## **4. CHANGES**

CLIENT and CwM recognize that it may be necessary to modify the scope of Services, the schedule, and/or the cost estimate proposed in this Agreement. Such changes shall change the scope of Services, schedule, and/or the cost, as may be equitable under the circumstances. CwM shall notify CLIENT in a timely manner when it has reason to believe a change to the Agreement is warranted. CwM shall prepare a Change Order request outlining the changes to the scope, schedule, and/or cost of the project. CLIENT has a duty to promptly consider the Change Order request and advise CwM in a timely manner in writing on how to proceed. If after a good faith effort by CwM to negotiate modifications to the scope of Services, the schedule, and/or the cost estimate, an agreement has not been reached with the CLIENT, then CwM shall have the right to terminate this Agreement upon written notice to the CLIENT.

## **5. DELAYS AND FORCE MAJEURE**

If site conditions prevent or inhibit performance of Services or if unrevealed hazardous waste materials or conditions are encountered, Services under this Agreement may be delayed. Any such delays and any delays caused by CLIENT and its subcontractors, consultants, agents, officers, directors and employees, shall extend the contract completion date and CwM shall be paid for Services performed to the delay commencement date plus reasonable delay charges. Delay charges shall include personnel and equipment rescheduling and/or reassignment adjustments and all other related costs incurred including but not limited to, labor and material escalation, and extended overhead costs, attributable to such delays. Delays within the scope of this Article shall, at the option of either party, make the Agreement subject to renegotiation or to termination.

CLIENT shall not hold CwM responsible for damages or delays in performance caused by acts of God, acts and/or omissions of Federal, State and local governmental authorities, regulatory agencies or other events which are beyond the reasonable control of CwM. For this purpose, such acts or events shall include, but not be limited to, storms, floods, epidemics, war, riot, strikes, lockouts or other industrial disturbances, and inability with reasonable diligence to supply personnel, information, or material to the project. Should such acts or events occur, it is agreed that CwM shall use reasonable efforts to overcome difficulties arising and to resume as soon as reasonably possible the normal pursuit and schedule of the Services covered by this Agreement. Delays in excess of thirty (30) days within the scope of this Article shall, at the option of either party, make this Agreement subject to termination or to renegotiation.

## **6. DATA AND INFORMATION**

CLIENT shall provide to CwM all the reports, data, studies, plans, specifications, documents and other information which are relevant to the Services. CwM shall be entitled to rely upon the reports, data, studies, plans, specifications, documents and other information provided by CLIENT or others in performing the Services and, CwM assumes no responsibility or liability for the accuracy or completeness of such. CLIENT waives any claim against CwM, and agrees to defend, indemnify and hold CwM harmless from any claim or liability for injury or loss allegedly arising from errors, omissions, or inaccuracies in reports, data, studies, plans, specifications, documents or other information provided to CwM by CLIENT. CwM will not be responsible for any interpretations or recommendations generated or made by others, which are based, whole or in part, on CwM's data, interpretations or recommendations.

**Attachment 2**  
**CwM H2O L.L.C.**  
**TERMS AND CONDITIONS**  
**MASTER SERVICES AGREEMENT**

## **7. PROFESSIONAL WORK PRODUCT**

The Services provided by CwM are intended for one time use only. All documents, including but not limited to, reports, plans, designs, boring logs, field data, field notes, laboratory test data, calculations, and estimates (the "Documents") and all electronic media prepared by CwM are considered its professional work product. CwM retains all rights to its professional work product. Copies of Documents shall be provided to CLIENT upon written request and at CLIENT's expense. CwM shall retain these Documents for a period of two (2) years following submission of its report, during which period they will be made available to CLIENT at all reasonable times.

CLIENT understands that the professional work product is not intended or represented by CwM to be suitable for reuse by any party, including, but not limited to, the CLIENT, its employees, agents, subcontractors or subsequent owners on any extension of a specific project not covered by this Agreement or on any other project, whether CLIENT's or otherwise, without CwM's prior written permission. CLIENT agrees that any reuse unauthorized by CwM will be at CLIENT's sole risk and that CLIENT will defend, indemnify and hold CwM harmless from any loss or liability resulting from the reuse, misuse or negligent use of the professional work product.

## **8. INDEPENDENT JUDGMENTS OF CLIENT**

If the Services include the collection of samples and data relative to CLIENT's contemplated purchase or sale of certain property, then CwM performs the Services with CLIENT's understanding of the Subsurface Risks. CwM will not be responsible for the independent conclusions, interpretations, interpolations and/or decisions of CLIENT, or others, which are the result of this effort. CwM does not undertake any Services which would result in any recommendation, advice or direction by CwM as to whether CLIENT should or should not proceed to purchase or sell the site in question, but it is understood that CLIENT intends to utilize the data provided by CwM to make its own independent judgment in this respect.

## **9. INSURANCE AND INDEMNITY**

CwM maintains and shall continue to maintain during the performance of this Agreement its standard insurance coverage as follows:

- **Workers' Compensation Insurance:**
  - In compliance with statutory limits
- **Automobile Liability with the following limits:**
  - Combined Single Limit \$100,000
- **Professional Liability Insurance with the following limits:**
  - Any One Claim \$500,000
  - Policy Aggregate \$1,000,000

CLIENT shall not require CwM to sign any document or perform any Service which in the judgment of CwM would risk the availability or increase the cost of its professional insurance.

CLIENT shall, at all times, defend, indemnify and save harmless CwM and its subcontractors, consultants, agents, officers, directors and employees from and against all claims, damages, losses and expenses, including but not limited to reasonable attorneys' fees, court and arbitration costs, arising out of or resulting from the Services of CwM, inclusive of claims made by third parties, or any claims against CwM arising from the acts, errors or omissions of CLIENT, its employees, agents, contractors and subcontractors. To the fullest extent permitted by law, such indemnification shall apply regardless of strict liability of CwM. Such indemnification shall not apply to the extent such claims, damages, losses or expenses are finally determined to result from CwM's negligence.

CwM shall, at all times, indemnify and save harmless CLIENT and its officers, directors, agents and employees from and against all claims, damages, losses and expenses arising from personal injury, death, or damage to third-party property to the extent directly attributable to the negligent acts, errors or omissions of CwM.

## **10. LIMITATION OF LIABILITY**

CLIENT shall notify CwM of any deficiencies or suspected deficiencies arising directly or indirectly from CwM's negligent acts, errors or omissions. Failure by CLIENT to notify CwM shall relieve CwM of any further responsibility and liability for such deficiencies. CLIENT and CwM agree that all liability arising directly or indirectly from this Agreement or the Services of CwM shall expire no later than one (1) year from the date of CwM's acts errors or omissions or prior to the last date allowed by the applicable statute of limitation, whichever occurs first in time.

For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, which the CLIENT recognizes is sufficient and reasonable, CLIENT agrees to limit the liability of CwM, its employees, officers, directors, agents, consultants and subcontractors to CLIENT, its employees, officers, directors, agents, consultants and subcontractors, whether in contract, tort, or otherwise, which arises from CwM's acts, errors or omissions, such that the total aggregate liability of CwM to all those named shall not exceed \$25,000 or CwM's total fee for the Services rendered under this Agreement, whichever is less. Neither party shall be

**Attachment 2**  
**CwM H2O L.L.C.**  
**TERMS AND CONDITIONS**  
**MASTER SERVICES AGREEMENT**

responsible to the other for lost revenues, lost profits, cost of capital, claims of customers, or other special, indirect, consequential or punitive damages.

#### **11. RIGHT OF ENTRY**

CLIENT will provide for the right of entry for CwM, its subcontractors, and all necessary equipment in order to complete the Services under this Agreement. If CLIENT does not own the site, CLIENT must obtain permission for CwM to enter the site and perform the Services. While CwM will take all reasonable precautions to minimize any damage to the property, it is understood by CLIENT that in the normal course of work some surface damage may occur, the restoration of which is not part of this Agreement.

#### **12. SUBSURFACE RISKS**

Special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program implemented in accordance with a professional Standard of Care may fail to detect certain conditions. The environmental, geologic, geotechnical, geochemical and hydrogeologic conditions that CwM interprets to exist between sampling points may differ from those that actually exist. Furthermore, CLIENT recognizes that, passage of time, natural occurrences, direct or indirect human intervention at or near the site may substantially alter discovered conditions. In the prosecution of the Services, CwM will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. CLIENT agrees to defend, indemnify and hold CwM harmless for any damage to subterranean structures or utilities and for any impact this damage may cause, except to the extent the damage is directly attributable to the negligence of CwM.

Subsurface sampling may result in unavoidable contamination of certain subsurface areas not known to be previously contaminated such as, but not limited to, a geologic formation, the groundwater, or other hydrous body. CwM will adhere to the Standard of Care during the conduct of any subsurface investigation. Because subsurface sampling is a necessary aspect of the work which CwM may perform on CLIENT's behalf, CLIENT waives any claim against CwM, and agrees to defend, indemnify and hold CwM harmless from any claim or liability for injury or loss which may arise as a result of alleged cross-contamination caused by any subsurface investigation. CLIENT further agrees to compensate CwM for any time spent or expenses incurred by CwM in defense of any such claim, in accordance with CwM's prevailing fee schedule and expense reimbursement policy.

#### **13. DISPOSAL OF SAMPLES MATERIALS AND CONTAMINATED EQUIPMENT**

All uncontaminated samples obtained pursuant to this Agreement remain the property and responsibility of CLIENT. These soil and rock samples or other specimens will be disposed of 60 days after submission of the report. Upon written request, CwM will store samples for longer periods of time or transmit the samples to CLIENT for a mutually acceptable charge.

All contaminated samples and materials (containing or potentially containing hazardous constituents), soil cuttings, contaminated water, and/or other environmental wastes obtained pursuant to this Agreement remain the property and responsibility of CLIENT and shall be returned to CLIENT for proper disposal. All laboratory and field equipment that cannot readily and adequately be cleansed of its hazardous contaminants shall become the property and responsibility of CLIENT. All such equipment shall be charged and turned over to CLIENT for proper disposal. Alternate arrangements to transfer equipment, materials and or samples directly over to a licensed hazardous waste disposal facility may be made at CLIENT's direction and expense. It is understood and agreed that CwM is not, and has no responsibility as, a handler, generator, operator, treater, storer, arranger, transporter, or disposer of hazardous or toxic substances, waste or materials found or identified at the site.

CLIENT agrees to indemnify and hold CwM harmless from and against all loss, damage, expense, and claims arising out of the disposal of all such samples materials and equipment.

#### **14. CONTROL OF WORK AND JOB-SITE SAFETY**

CwM shall be responsible only for its activities and that of its employees and subcontractors. CwM's Services under this Agreement are performed for the sole benefit of the CLIENT and no other entity shall have any claim against CwM because of this Agreement or the performance or nonperformance of Services hereunder.

Insofar as job site safety is concerned, CwM is responsible only for the health and safety of its employees and subcontractors. Nothing herein shall be construed to relieve CLIENT or any other consultants or contractors from their responsibilities for maintaining a safe job site. CwM shall not advise on, issue directions regarding or assume control over safety conditions and programs for others at the job site. Neither the professional activities of CwM, nor the presence of CwM or its employees and subcontractors, shall be construed to imply that CwM controls the operations of others or has any responsibility for job site safety.

#### **15. PUBLIC RESPONSIBILITY**

CLIENT has a duty to conform to applicable codes, standards, regulations and ordinances, with regard to public health and safety. While CwM performs the Services it will endeavor to alert CLIENT to any matter of which CwM becomes aware and believes requires CLIENT's immediate attention to help protect public health and safety, or which CwM believes requires CLIENT to issue a notice or report to certain public officials, or to otherwise conform with applicable codes, standards, regulations or ordinances. If CLIENT decides to disregard CwM's recommendations in these respects, CwM shall employ its best judgment in deciding whether

**Attachment 2  
CwM H2O L.L.C.  
TERMS AND CONDITIONS  
MASTER SERVICES AGREEMENT**

or not it should notify public officials. If CLIENT decides to disregard CwM's recommendations, CwM shall have the right to immediately terminate this Agreement upon written notice to the CLIENT.

**16. NOTIFICATION AND DISCOVERY OF HAZARDOUS MATERIALS**

Prior to commencing the Services, CLIENT shall furnish to CwM all documents and information known to CLIENT that relate to the identity, location, quantity, nature or characteristics of any hazardous materials or suspected hazardous materials, on or under the site. CLIENT hereby warrants that, if it knows or has any reason to assume or suspect that hazardous materials may exist at the project site, it has so informed CwM.

CLIENT recognizes that hazardous materials or suspected hazardous materials may be discovered on the project site property or on any adjacent property to the site. CLIENT recognizes that it is CLIENT's responsibility, and not CwM's, to inform the Owner of any affected property not owned by CLIENT of such discovery. CLIENT also recognizes that any such discovery may result in a significant reduction of the property's value. CLIENT waives any claim against CwM and agrees to defend, indemnify and hold harmless CwM from any claim or liability for injury or loss of any type arising from the discovery of hazardous materials or suspected hazardous materials on CLIENT's property or on property not owned by CLIENT. CLIENT agrees that discovery of unanticipated hazardous materials shall constitute a changed condition for which CwM shall be fairly compensated.

**17. NOTICES**

All notices required or permitted to be given hereunder, shall be deemed to be properly given if delivered in writing by hand, facsimile machine, e-mail, or express courier addressed to CLIENT or CwM, as the case may be, at the addresses set forth below, with postage thereon fully prepaid if sent by mail or express courier.

All notices, correspondence, deliverables, and invoices shall be submitted to CLIENT as indicated below or by email:

Dunes City
82877 Spruce Street
Westlake, OR 97493
Attn: Jamie Mills
Phone: (541) 997-3338
Email: <a href="mailto:recorder@dunescityor.com">recorder@dunescityor.com</a>

All notices and correspondence shall be submitted to CwM as indicated below or by email:

CwM H2O, LLC
1319 SE Martin Luther King, Jr. Blvd, Suite 204
Portland, Oregon 97214
Attn: Robert Long
Phone: (503) 954-1326
Email: <a href="mailto:bob.long@cwmmh2o.com">bob.long@cwmmh2o.com</a>

The CLIENT's authorized representative hereby represents that he has read and understands the paragraphs entitled Insurance and Indemnity and Limitation of Liability, which deal with the allocation of risk between the CLIENT and CwM.

**18. TERMINATION**

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice, such period shall not be less than seven (7) calendar days. In the event of termination, CwM shall be paid for services performed to the termination notice date, reasonable termination expenses, and a portion of its anticipated profits not less than the percentage of the contract services performance as of the termination notice date. CwM may complete such analyses and records as are necessary to complete their files and may also complete a report on the Services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of CwM in completing such analyses, records and reports.

**19. DISPUTES**

All disputes, claims, and causes one party makes against the other, at law or otherwise, including third party or "pass-through" claims for indemnification and/or contribution, shall be initiated, determined, and resolved by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. In the event that one party makes a claim against the other, at



**Attachment 2  
CwM H2O L.L.C.  
TERMS AND CONDITIONS  
MASTER SERVICES AGREEMENT**

law or otherwise, and then fails to prove such claim, then the prevailing party shall be entitled to all costs, including attorneys' fees including defending against the claim.

## **20. CLIENT LITIGATION**

IF CwM is requested to produce documents, witnesses or general assistance pursuant to a litigation, arbitration or mediation in support of the CLIENT litigation to which CwM is not an adverse part, CLIENT shall reimburse CwM for all direct expenses and time in accordance with CwM's current rate schedule.

## **21. CONFIDENTIALITY**

CwM shall endeavor to keep confidential all data and information which is marked confidential and furnished to CwM by CLIENT under this Agreement CwM's confidentially obligations shall not apply if such data or information is within the public domain, previously known to CwM, obtained from third parties without violating any confidentiality agreement, required to be produced by CwM pursuant to any law, subpoena, or court order or required by CwM in the defense of any claim. CwM may use and publish the CLIENT's name and give a general description of the Services rendered by CwM for the purpose of informing other clients and potential clients of CwM's experience and qualifications.

## **22. INTELLECTUAL PROPERTY**

All rights to patents, trademarks, copyrights, and trade secrets owned by CwM (hereinafter "Intellectual Property") as well as any modifications, updates or enhancements to said Intellectual Property during the performance of the Services remain the property of CwM, and CwM does not grant CLIENT any right or license to such Intellectual Property. CwM shall use reasonable efforts to provide the Services without infringing on any valid patent or copyright and without the use of any confidential information that is the property of others, unless CwM or its agents, employees or subcontractors are licensed or otherwise have the right to use and dispose of such information. CwM shall also use reasonable efforts to inform the CLIENT of any patent infringement that may be reasonably expected to result from the Services. However, reasonable efforts of CwM shall not include a duty to conduct or prepare a patent or copyright search and/or opinion. If CwM performs its Services in a manner consistent with the above, then to the fullest extent permitted by law, CLIENT shall indemnify, defend and hold harmless then CwM and its officers, directors, agents and employees against all liability, cost, expense, attorneys' fees, claims, loss or damage arising from any alleged or actual patent or copyright infringement resulting from the Services under this Agreement

## **23. MISCELLANEOUS**

a) This Agreement supersedes all other agreements, oral or written, and contains the entire agreement of the parties. No cancellation, modification, amendment, deletion, addition, waiver or other change in this Agreement shall have effect unless specifically set forth in writing signed by the party to be bound thereby. Titles in this Agreement are for convenience only.

b) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns provided that it may not be assigned by either party without consent of the other. It is expressly intended and agreed that no third party beneficiaries are created by this Agreement, and that the rights and remedies provided herein shall inure only to the benefit of the parties to this Agreement.

c) No waiver of any right or remedy in respect of any occurrence on one occasion shall be deemed a waiver of such right or remedy in respect of such occurrence on any other occasion.

d) All representations and obligations (including without limitation the obligation of CLIENT to indemnify CwM in Article 10 and the Limitation of Liability in Article 11) shall survive indefinitely the termination of the Agreement

e) Any provision, to the extent it is found to be unlawful or unenforceable shall be stricken without affecting any other provision of the Agreement, so that the Agreement will be deemed to be a valid and binding agreement enforceable in accordance with its terms.

f) All questions concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder shall be governed by the laws of Oregon, unless the law of another jurisdiction must apply for this Agreement to be enforceable.



**Attachment 2  
CwM H2O L.L.C.  
TERMS AND CONDITIONS  
MASTER SERVICES AGREEMENT**

**24. ENDORSEMENT**

CwM will include this Agreement by reference in separate proposals, work order authorizations, and change orders. All work performed for the CLIENT under approved proposals, work order authorizations, and change orders shall be covered by the terms and conditions of the CwM H2O, LLC Master Services Agreement, Version 07/16. Please endorse this copy and return it to CwM. CwM will then endorse this document and return a copy of the completed agreement to you for your records.

Dunes City

CwM H2O, LLC



By: \_\_\_\_\_  
Authorized Representative  
Jamie Mills

By: \_\_\_\_\_  
Authorized Representative  
Robert E. Long Jr.

Its: \_\_\_\_\_

Its: Member Manager

Date: \_\_\_\_\_

Date: March 28, 2018

Can't make it out to a face-to-face training event, but need CEUs and training with a code expert on a specific topic? The Learning Center at ICC has got you covered.

Our webinars offer you remote access to "live" training on a variety of subject matter. Get your training from the comfort of your own office or home. Checkout some of our upcoming webinars:

**Principles of Building Safety | 0.15 CEUs | April 4, 12pm CT**

**\$35 Member | \$40 Non-Member**

**Led by Expert Instructor—Sandra Hyde**

**Register Today!**

**Fire Protection and the I-Codes® | 0.15 CEUs | April 18, 12pm CT**

**\$35 Member | \$40 Non-Member**

**Led by Expert Instructor—Rob Neale**

**Register Today!**

**NEW! Permit Tech Webinar Series**

We are excited to announce the first webinar series! This first of its kind series is geared towards the Permit Technician. Take one or take them all.

**Overview of Code Enforcement | 0.15 CEUs | May 16, 12pm CT**

**\$49 Member | \$59 Non-Member**

**Led by Expert Instructor—Roger Axel**

**Register Today!**

**Reading Construction Documents | 0.15 CEUs | May 23, 12pm CT**

**\$49 Member | \$59 Non-Member**

**Led by Expert Instructor—Steve Burger**

**Register Today!**

**Building Department Processes | 0.15 CEUs | May 30, 12pm CT**

**\$49 Member | \$59 Non-Member**

**Led by Expert Presenters—Cindi Somers & Dawn Neil**

**Register Today!**

**Legal Principles | 0.15 CEUs | June 6, 12pm CT**

**\$49 Member | \$59 Non-Member**

**Led by Expert Instructor—Steve Burger**

**Register Today!**

**Finding the Answers in the I-Codes® | 0.15 CEUs | June 13, 12pm CT**

**\$49 Member | \$59 Non-Member**

**Led by Expert Instructor—Rich Truitt**

**Register Today!**

**Principles of Customer Service | 0.15 CEUs | June 20, 12pm CT**

**\$49 Member | \$59 Non-Member**

**Register Today!**

×



## Search Results

Criteria: permit tech webinar



### 02 Technology Module - 2012

This course is designed to assist you in preparation for the 2012 version of the 02 Technology Module Certification Examination, based on the 2012 International Building Code, 2012 International Fire Code, 2012 International Fuel Gas Code, 2012 Inter

[Show More](#)



### Permit Tech Institute

This institute is designed to educate permit technicians with skills and abilities necessary to perform their jobs more effectively. Topics covered include code administration, legal aspects, code language, code enforcement, reading construction documents, performing plan reviews and the permitting and inspection process. Participants will become familiar with the International Building Code (IBC) and the International Residential Code (IRC) and sharpen their customer relations skills. Each participant will receive all necessary reference materials.

**NOTE:** Discounts will be taken at time of checkout.

The following course references are included with this Institute:

- Basic Code Enforcement (1016S12)
- Permit Technician Study Companion (4027S15)

**Registration:** 7:30AM

**Start Time:** 8:00AM

**End Time:** 3:30PM

(Lunch is included with this event)

If you would like to recommend a location for us to consider when scheduling this institute, please let us know! [ICC Learning Center](#)

#### LOCATIONS AND DATES:

- **Apr 17, 2018 - Apr 18, 2018** Double Tree Dallas Market Center, 2015 Market Center Blvd Dallas, Texas 75207

**Rate:** \$139 + Tax **Cut Off Date:** March 27, 2018

[Click Here to Make Your Reservation!](#)

- **Sep 24, 2018 - Sep 25, 2018** ICC Western Regional Office, 3060 Saturn Street, Suite 100 Brea, California 92821
- **Dec 03, 2018 - Dec 04, 2018** Wyndham Atlanta Galleria, 6345 Powers Ferry Road NW Atlanta, Georgia 30339

**Room Rate:** \$129 plus tax **Cut Off Date:** November 12, 2018 [Click Here to Make Your Reservation!](#)

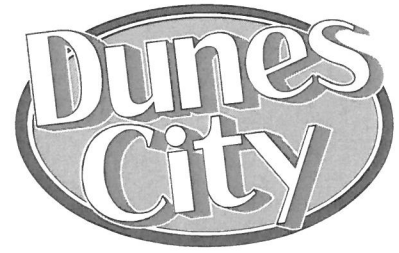
Non-Member Price	Member Price	Course Duration	# CEUs Awarded	PP	AIA	HSW	To Enroll Multiple People
\$565.00	\$470.00	12.00 hours	1.2	1010-6534	IC8485	Yes	<a href="#">Click Here</a>

#### Course Objectives...

- Describe an overview of building code enforcement.
- Employ legal principles in the building department.
- Explain the fundamental plan review process.
- Read basic construction documents.
- Use I-Codes to find the answers to frequently asked questions.
- Use strategies and techniques to effectively interact with customers

## **Emergency Services Report to City Council**

April 11, 2018 ~ Prepared by Jamie Mills



I was unavailable to attend the West Lane Emergency Operations Group meeting held on March 19, 2018, however, the Agenda and packet materials are attached for your information.

The next WLEOG meeting will be held on Monday, April 23, 2018, at 10:00 a.m.

## WEST LANE EMERGENCY OPERATIONS GROUP

### Siuslaw Valley Fire and Rescue

**2625 Hwy 101**  
**Florence OR 97439**

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March 19, 2018

#### AGENDA

10:00 AM

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#### Members

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

#### Associate Members

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

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#### Call to order

#### Roll Call/Establishment of Quorum

Approval of Minutes: Of the Regular WLEOG meeting of February 26, 2018

#### Reports & Discussion Items:

Emergency Management Coordinator's

Report Chair's Report

Budget Prep

Day Wireless

CERT Coordinator Report

Ares/Races Demo

Financial Statements Profit and Loss Budget vs. Actual, Year to date (2017-2018) Bank account register.

Other Business/Round Table Next Meeting: Monday April 16, 2018 Location TBD

**WEST LANE EMERGENCY OPERATIONS GROUP**  
**MINUTES February 26, 2018**

**MEMBERS PRESENT:**

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

**ASSOCIATE MEMBERS:**

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

**CALL TO ORDER**

The meeting was called to order by Megan Messmer 10:06 a.m.

**APPROVAL OF MINUTES:** Matt House made a motion and Jamie Mills seconded the motion to approve the minutes from the January 22, 2018 Meeting, Motion was then approved.

**Agenda Items:**

**Chairs Report:** Megan reported on the 2018 March Road Show. Linda Cook came out 2 weeks ago for the January Tsunami Watch Recap & Lane County Overview Alert Sense Notification System and laid out who will get notified in the event of a Tsunami, Matt House suggested educating the public on what is a warning and what is an advisory watch. Pat Kirby recommended going door to door and educating residents on who is in the Tsunami Zone.

**Future Agenda Business:** Budget Prep, Day Wireless, ARES/RACES Demo

**Emergency Management Coordinator's Report:** Not Present

**CERT:**

- Frank Nulty asked the group for approval on going forward with walking maps budgeted amount of \$1,500.00 the group approved. Preparedness Expo will be in August Frank is looking for door prizes.
- Matt House updated the group on the stop the bleed training that will be held on Saturday March 24<sup>th</sup> at LCC, the WLEOG Table top exercise in April, Matt also updated the group on the WLEOG Surge Exercise scheduled for May 23<sup>rd</sup>.

**Other Business:**

- ARES/RACES received a generous grant from the three rivers foundation to include 4 digital radios with camera microphones these radios can send instant info from the field this will be very useful in the event of an emergency.
- Jamie Mills will be looking for volunteers for the Triathlon

**FINANCIAL REPORT**

Current balance is \$28,956.20 Bills paid since 1/18/2018 were \$3,064.96 to; Coast Broadcasting \$288.00; Central Lincoln \$29.48; VIASAT EXCEDE Internet Jan. \$59.98 & Feb. \$61.47; Siuslaw News \$372.00; Special Districts Insurance \$2,216.00; Oregon Government Ethics \$38.01; 44.2% of the Budget has been expended YTD excluding Contingency.

**Future Agenda Business:** Budget Prep, Day Wireless, ARES/RACES Demo

**ADJOURNMENT**

**The meeting was adjourned by Megan Messmer @ 10:50 a.m.**

**The next scheduled WLEOG Meeting will be March 19, 2018 at 10:00 a.m. at Siuslaw Valley Fire and Rescue.**

**Mary Dimon  
Administrative Assistant  
Recording Secretary**



## W.L.E.O.G.

3/14/2018 4:38 PM

Register: Oregon Pacific Bank

From 03/05/2018 through 03/14/2018

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
03/05/2018			4600 · Interest Income	Interest		X	1.21	28,957.41
03/05/2018	1414	Central Lincoln	5000 · Materials & Ser...	Acct. #305763...	30.61			28,926.80
03/05/2018	1415	Westcoast Media Gro...	5000 · Materials & Ser...	Acct. #305763...	100.00			28,826.80
03/05/2018	1416	Satellite Phones Direct	-split-	Invoices#'s 124...	634.44			28,192.36
03/05/2018	1417	Coast Broadcasting	5000 · Materials & Ser...	WLEOG/Feb. ...	288.00			27,904.36
03/08/2018	EFT	VIASAT INC	5000 · Materials & Ser...		59.98			27,844.38
03/14/2018	1412	Central Lincoln	5000 · Materials & Ser...	VOID:		X		27,844.38
03/14/2018	1413	Westcoast Media Gro...	5000 · Materials & Ser...	Invoice# 18-20...	100.00			27,744.38
03/14/2018	1418	Siuslaw News	5000 · Materials & Ser...	Invoice#'s 351...	372.00			27,372.38

4:34 PM

03/14/18

Accrual Basis

**W.L.E.O.G.**  
**Profit & Loss**  
**February 19 through March 14, 2018**

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	<u>Feb 19 - Mar 14, 18</u>
<b>Income</b>	
4600 · Interest Income	1.21
<b>Total Income</b>	1.21
<b>Expense</b>	
5000 · Materials & Services	
5005 · Advertising	660.00
5011 · Satellite Phones	634.44
5014 · Miscellaneous Supplies	30.61
5017 · Internet/Website Service	259.98
	<u>1,585.03</u>
<b>Total 5000 · Materials &amp; Services</b>	1,585.03
<b>Total Expense</b>	1,585.03
<b>Net Income</b>	<u><u>-1,583.82</u></u>

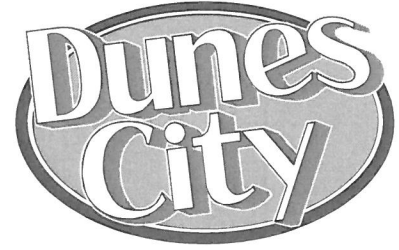
4:36 PM  
03/14/18  
Cash Basis

**W.L.E.O.G.**  
**Profit & Loss Budget vs. Actual**  
**July 2017 through June 2018**

	<u>Jul '17 - Jun 18</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
<b>Income</b>				
4000 · Member Contributions				
4001 · WLAD	5,327.44	5,327.44	0.00	100.0%
4002 · Sluslaw Valley Fire	5,327.44	5,327.44	0.00	100.0%
4003 · City of Florence	5,327.44	5,327.44	0.00	100.0%
4004 · Tribal Police	2,663.72	2,663.72	0.00	100.0%
4005 · Port of Sluslaw	1,331.86	1,331.86	0.00	100.0%
4006 · Dunes City	1,331.86	1,331.86	0.00	100.0%
4007 · Mapleton Fire Departme...	428.56	428.56	0.00	100.0%
4008 · Peace Harbor Hospital	5,327.44	5,327.44	0.00	100.0%
<b>Total 4000 · Member Contributions</b>	<b>27,065.76</b>	<b>27,065.76</b>	<b>0.00</b>	<b>100.0%</b>
4600 · Interest Income	10.13			
<b>Total Income</b>	<b>27,075.89</b>	<b>27,065.76</b>	<b>10.13</b>	<b>100.0%</b>
<b>Expense</b>				
5000 · Materials & Services				
5005 · Advertising	6,712.00	8,200.00	-1,488.00	81.9%
5006 · Neighborhood Training ...	0.00	1,500.00	-1,500.00	0.0%
5009 · Dues and Fees	58.01	200.00	-141.99	29.0%
5010 · Siren Maintenance Agre...	0.00	2,150.00	-2,150.00	0.0%
5011 · Satellite Phones	634.44	1,500.00	-865.56	42.3%
5012 · Radios	1,638.72	1,200.00	438.72	136.6%
5014 · Miscellaneous Supplies	510.12	500.00	10.12	102.0%
5015 · Education/Prof. Dev.	175.00	3,000.00	-2,825.00	5.8%
5017 · Internet/Website Service	1,473.19	2,300.00	-826.81	64.1%
5019 · Special Districts Dues/Ins	2,351.00	2,500.00	-149.00	94.0%
5024 · CERT Recognition Event	0.00	200.00	-200.00	0.0%
5025 · Community Events	0.00	200.00	-200.00	0.0%
5026 · CERT Program Coordin...	0.00	2,000.00	-2,000.00	0.0%
5027 · Siren Battery Replacem...	0.00	1,000.00	-1,000.00	0.0%
<b>Total 5000 · Materials &amp; Services</b>	<b>13,552.48</b>	<b>26,450.00</b>	<b>-12,897.52</b>	<b>51.2%</b>
6900 · Contingency	0.00	615.75	-615.75	0.0%
<b>Total Expense</b>	<b>13,552.48</b>	<b>27,065.75</b>	<b>-13,513.27</b>	<b>50.1%</b>
<b>Net Income</b>	<b>13,523.41</b>	<b>0.01</b>	<b>13,523.40</b>	<b>135,234,100.0%</b>

## **City Administrator/City Recorder Report to City Council**

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April 11, 2018 ~ Prepared by Jamie Mills

There were 27 building permits issued in March: 5 mechanical, 14 electrical, 3 plumbing, and 6 structural. This includes 2 new constructions. There was 1 grading permit issued, 1 driveway access issued, and 2 vegetation removal permits – 1 in the right-of-way and 1 in the shoreland zone (that turned out not to be needed).

The CAC met on March 29th, where it finalized the review of proposed language to require individuals interested in producing marijuana in the residential zone to make application and receive an approval for a Conditional Use Permit. Also, to require marijuana processors (defined as all other marijuana-related businesses) be allowed only in the community commercial zone and only after approval of a Conditional Use Permit. The CAC referred the draft ordinance to the Planning Commission for public hearing.

The Planning Commission also met on March 29<sup>th</sup>, where it referred the draft Marijuana CUP Ordinance to be scheduled for public hearing as soon as possible. Additionally, the Commission set a goal to finish 155 review and to review all citizen input received every quarter and to report the findings regarding citizen input in its report to the City Council on the Citizen Input Program. In other business, the Commission appointed John Stead to serve on the CAC and continued its review of Chapter 155.4.9.

The City received two requests for information, which were handled by staff, and a complaint from an individual regarding pot holes on Earhart Road, but it appears those pot holes are on the County portion of Earhart. We also received a complaint from a resident who wants to install a speed bump on Wright Road to help slow down the UPS and FedEx trucks from speeding through there so fast.

The majority of the City Administrator's time has been spent on correcting and updating its water database. It immediately became apparent that there needs to be some sort of procedural manual for the City's water rights so that future staff members can easily understand what has to be done when a new agreement for participation in the shared domestic water supply program is submitted and to explain what all the numbers mean and how they are computed.

I have been advised by the Watermaster that our water right permit T-9854 is scheduled to expire in 2022 (5 years). The Department does not anticipate granting another extension under the permit, except under extraordinary circumstances. The City is encouraged to contact all individuals holding a "reservation" to install the appropriate pumps, pipelines and meters and to put the water to a beneficial use before the 2022 deadline, or the State will issue the Certificate without the reservations being included.

According to the League of Oregon Cities, the Oregon Building Commission will be issuing notices that they will not be renewing the Dunes City Building Program that is scheduled to expire June 31<sup>st</sup>, thus leaving Dunes City without a building permit or inspection program until Dunes City complies with the Commission's demands that we either hire a Building Official or send a current staff member through the training to serve as a Building Official, and hire a building inspector and an electrical inspector to conduct all building inspections, or contract with another City or governmental agency or council of governments who has the inspectors on staff. In the interim, the Commission expects either Lane County or the State to assume the building inspection program for Dunes City, with no anticipated regard for Dunes City's Codes. Should this occur as is currently being explained, it is likely that Dunes City will not be able to enforce its Code provisions to protect its water resources, except on an "after the fact," complaint-based process. This sounds like it will cause the job of Code Enforcement Officer to become significantly more difficult and time consuming.

Respectfully submitted,

Jamie Mills  
City Administrator/Recorder

Dunes City, Oregon - Mail Tracking Log -  
April 2018

2018 M a i l L o g						
Date	Via	From	Type of Document	Forwarded To		
3/1/2018	Fax	Cascade Title	City Lien Search Caudle	Recorder		
3/1/2018	Email	First American Title	City Lien Search	Recorder		
3/5/2018	Mail	Shippin Shack	Invoice	Recorder		
3/5/2018	Mail	Central Lincoln	Invoice	Recorder		
3/5/2018	Mail	US Bank	Visa Statement	Recorder		
3/5/2018	Mail	Campbell Productions	Statement	Recorder		
3/5/2018	Mail	John Turner	Triathlon Volunteer Form	Planning		
3/5/2018	Mail	Vend West	Statement	Recorder		
3/5/2018	Mail	County Transfer	Invoice	Recorder		
3/5/2018	Mail	MCI	Invoice	Recorder		
3/5/2018	Mail	Oregon PERS	Letter	Recorder		
3/5/2018	Email	Northwest Code Professionals	Invoice	Recorder		
3/5/2018	FEDEX	US Census	Paperwork	Recorder		
3/5/2018	Email	LUBA	Caudle LUBA Dismissed	Recorder		
3/5/2018	Fax	Dunes City Home Services	Invoice	Recorder		
3/6/2018	Mail	Oregon Pacific Bank	Statement x 2	Recorder		
3/8/2018	Hand	John Stead	Committee Application	Recorder		
3/12/2018	Mail	Central Coast Disposal, Inc.	Proof of Insurance	Recorder		
3/12/2018	Mail	Wells Fargo	Invoice	Recorder		
3/12/2018	Mail	Umpqua Bank	Statement	Recorder		
3/13/2018	Email	Craig Zolezzi	Recorded Covenant	Recorder		
3/13/2018	Mail	LOC	Local Focus x 10	Recorder/Council		
3/13/2018	Email	Speer Hoyt LLC	Invoice	Recorder		
3/14/2018	FEDEX	Quill	Supplies	Recorder		
3/15/2018	Email	Best Septic	Reciept for Pumping-Sydow 2013	Septic		
3/15/2018	Hand	Bobby Thurman	Request of Information	Recorder		
3/15/2018	UPS	DEQ	Monitoring Equipment	Recorder		
3/15/2018	FEDEX	Umpqua Bank	Credit Card Paper	Recorder		
3/19/2018	Hand	J. Johnson Tree Service	Tree Removal in Right of Way in Woahir	Recorder		
3/19/2018	Fax	Cascade Title	City Lien Search - 19-12-26-22-2500	Recorder		
3/19/2018	Mail	Quill.Com	Invoice x 2	Recorder		
3/19/2018	Mail	Wally's Septic	Statement & 2 Septic Reports	Recorder		
3/19/2018	Mail	Oregon Water Services	Invoice-Robbers	Recorder		
3/19/2018	Mail	Lyn Branshaw	Triathlon Volunteer Form	Planning		
3/19/2018	Hand	Frank Nulty	Triathlon Volunteer Form	Planning		
3/20/2018	Mail	C & S Fire	Invoice	Recorder		

Dunes City, Oregon - Mail Tracking Log -  
April 2018

3/21/2018	Email	Charlie Johnson	Invoice		Recorder
3/22/2018	Hand	Ivan Cotkempall	Public Information Request		Recorder
3/22/2018	Mail	Charter	Invoice		Recorder
3/26/2018	Mail	Wally's Septic	Statement & Report		Recorder/Septic
3/26/2018	Mail	Preferred Long Distance	Statement		Recorder
3/26/2018	Mail	Andy Jounson	Letter		Permits
3/26/2018	Mail	Century Link	Invoice		Recorder
3/26/2018	Mail	Central Lincoln	Invoice		Recorder
3/27/2018	Mail	Dan Thurman	Certified Receipt		Recorder
3/27/2018	Hand	Shauna Robbers	Planning Commission Application		Recorder/Planning
3/27/2018	Email	Cardinal Services, Inc	Invoice		Recorder
3/27/2018	Email	CwM-H20	Proposal		Recorder
3/27/2018	Hand	AmeriGas	Invoice-Fuel Propane 1st fill up		Recorder
3/27/2018	Hand	Terry & Janice Smith	Water Right Agreement-Summerbell		Recorder
3/27/2018	Email	First American Title	City Lien Search		Recorder
3/28/2018	Fax	Cascade Title	City Lien Search		Recorder
3/28/2018	Mail	Oregon Youth Authority Camp Florence	Contract		Recorder
3/29/2018	Mail	Lane County	Invoice		Recorder
3/29/2018	Hand	Sunset Cove PUD Homeowners Assoc/	Notices for Violation - 2		Recorder



# Dunes City Hall

## April 2018

April 2018							May 2018						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7	6	7	8	9	10	11	12
8	9	10	11	12	13	14	13	14	15	16	17	18	19
15	16	17	18	19	20	21	20	21	22	23	24	25	26
22	23	24	25	26	27	28	27	28	29	30	31		

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Apr 1	2	3	4	5	6 Closed	7
8	9	10	11 3:00pm Lane Act (Eugene) 6:00pm City Council Meeting	12	13 Closed	14
15	16 10:00am WLEOG (SVFD)	17	18 6:00pm Town Hall Meeting - Public Safety	19	20 Closed	21 SOLV IT for Earth Day
22	23 5:00pm CAC Meeting 5:30pm Planning Commission Special Session	24 5:00pm Budget Meeting	25	26 5:00pm Cancel-Planning Commission Meeting	27 Closed	28
29	30	May 1	2	3	4	5

# Dunes City Hall

## June 2018

June 2018							July 2018						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
3	4	5	6	7	8	9	1	2	3	4	5	6	7
10	11	12	13	14	15	16	8	9	10	11	12	13	14
17	18	19	20	21	22	23	15	16	17	18	19	20	21
24	25	26	27	28	29	30	22	23	24	25	26	27	28

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