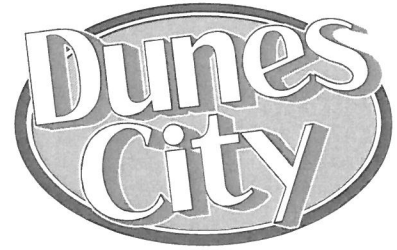


## **Dunes City Council ~ Regular Meeting**

**Wednesday, May 9, 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 April 11, 2018
- B. Bills of the Session through May 3, 2018
- C. Receipts of the Session through May 3, 2018

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

- A. A Budget Committee meeting is scheduled for May 15, 2018, at 5:00 p.m., at which time the Budget Message and the proposed Budget will be presented.
- B. The 6<sup>th</sup> Annual Oregon Dunes Triathlon will be held this Saturday, May 12, in Dunes City. We can still use some volunteers to help staff the race courses. Please call Rapunzel at City Hall: 541-997-3338, to register!

#### **7. Old Business.**

- A. City Building Program..... Discussion/**Action Item**
- B. Agreement with CwM-H20 for installation of metering device on Woahink Creek..... Discussion/**Action Item**

#### **8. Executive Session**

None.

#### **9. New Business**

- A. Litter cleanup/signage on Canary Rd/possible new committee..... Discussion/**Action Item**

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

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

**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.*

**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

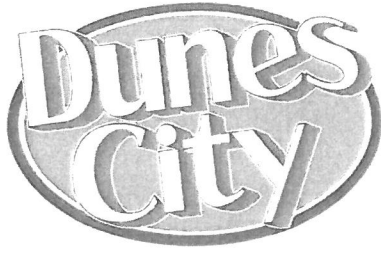
**13. For the Good of the Order**

**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  
APRIL 11, 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, April 11, 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 Alan Montgomery, Councilor Duke Wells, Councilor Tom Mallen, and Councilor Robert Orr.

**Absent and Excused:** Councilor Susan Snow.

**Also Present:** Administrative Assistant Rapunzel Oberholtzer and several Dunes City residents.

**3. PLEDGE OF ALLEGIANCE**

All who were present stood for the Pledge of Allegiance.

**4. APPROVAL OF THE AGENDA**

**Councilor Orr made a motion to approve the Agenda. Councilor Mallen seconded the motion. The motion passed by unanimous vote.**

**5. APPROVAL OF THE CONSENT AGENDA**

**Councilor Orr made a motion to approve the Consent Agenda. Councilor Mallen 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. 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.

- B. 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 FY 2017-2018 budget and an introduction of the Budget meeting schedule for the 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 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, 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.

## **7. OLD BUSINESS**

### **A. City Building Program**

City Administrator/Recorder Mills reported that the Oregon Department of Justice entered an opinion essentially stating that the way many Oregon cities conduct their Building Programs by contracting with third parties for Building Inspectors and Building Officials is unconstitutional. She went on to report that in the near future the Building Codes Division will issue notices to those cities advising that their Building Programs will be shut down, effective July 1, unless cities take certain actions, such as hiring a Building Official, a Building Inspector and an Electrical Inspector. (00:05:13)

City Administrator/Recorder Mills introduced Mr. Ron Mann, a State-licensed contractor, to the Council and invited him to comment on the situation. Mr. Mann explained that he has been a builder in the Florence area since 1976 and has worked with Emile and Dave Mortier, Dunes City's long-time Building Inspectors. Mr. Mann went on to express concern that, after all of these years, the State has deemed the cities' process of contracting for services unconstitutional.

Mr. Mann noted that he had spoken with an official from the Building Codes Division who informed him that the State would operate the cities Building Programs using the State Building Codes. He went on to point out that the State's stance could mean that local codes would not be enforced. Mr. Mann encouraged the Council to try to continue the City's relationship with Northwest Code Professionals and he noted that, "local control that is messy is better than outside control with no emotional attachment." (00:10:47) He went on to encourage the Council to try to do whatever it takes to retain local control of the City's Building Program.

City Administrator/Recorder Mills introduced Ms. Bonnie Allen, noting that Ms. Allen was present to address the Council. Ms. Allen introduced herself, explaining that she is Chairman



of the Planning Commission. She went on to note that while the Planning Commission follows State guidelines for land use regulations, it also considers the unique qualities of Dunes City and she would like to see that approach continue.

City Administrator/Recorder Mills summarized the options available to the City Council: 1) Do away with the current Building Program and let it be taken over by Lane County or the State, 2) File a lawsuit to try to stay the State's decision, or 3) Hire a Building Official/Inspector and an Electrical Inspector. She noted that she has talked with Dave Mortier about the possibility of the City hiring him on a part time basis and he is interested in working out an agreement to act as Building Inspector/Official. She explained that Senator Roblan's office is working to schedule a meeting for coastal cities to talk about the options available to them and what actions the State may or may not take. (00:13:15)

Mayor Forsythe suggested that City Administrator/Recorder Mills find out from legal counsel what the State would accept as an "employee." City Administrator/Recorder Mills pointed out that the new State regulations have not yet been made public or opened for public comment.

Some discussion among the Councilors followed. Councilors generally agreed that Dunes City should do whatever it can to retain local control of its Building Program. Mayor Forsythe suggested that City Administrator/Recorder Mills find out whether or not Mr. Mortier could be a City employee while also employed by his own company.

#### B. Agreement for Financial Review Services – Wall & Wall, PC

City Administrator/Recorder Mills referred Councilors to their copies of a letter of understanding and agreement from Wall & Wall, Certified Public Accountants, and pointed out that the estimate for financial review services might be a little higher than last year, but not much.

**Council President Meyer made a motion to accept the Wall & Wall proposal and authorize City Administrator Mills to execute the agreement. Councilor Montgomery seconded the motion. The motion passed by unanimous vote. (00:23:55)**

### 8. EXECUTIVE SESSION

Mayor Forsythe announced that the Council would adjourn to Executive Session held pursuant to ORS 192.660(2)(f) to consider information or records that are exempt by law from public inspection. He also announced that only City Officials could attend, but that members of the Press could attend provided they did not report on any information that might be brought forth.

Mayor Forsythe adjourned the regular meeting of the City Council at 6:25 pm and reconvened after Executive Session at 6:42 pm. Council Orr excused himself from the meeting at that time.

## 9. NEW BUSINESS

### A. Appointment of Planning Commission Member Shauna Robbers (T/E 01/09/2019)

Mayor Forsythe invited Ms. Robbers, who was present in the audience, to introduce herself. Ms. Robbers explained that her parents had lived in Dunes City since 1982 and that she has been in the area for about two years, moving into a new home in a couple of weeks. She went on to explain that she has been a realtor for forty years and presently also works for the Florence Chamber of Commerce.

**Councilor Mallen made a motion to Shauna Robbers to the Planning Commission. Councilor Wells seconded the motion. The motion passed by unanimous vote. (00:27:57)**

### B. Resolution Series 2018 Regarding Extending Workers' Compensation Coverage to Volunteers of Dunes City During the Calendar Years 2017 and 2018

City Administrator/Recorder Mills explained that the proposed Resolution is an annual "housekeeping task" required by the City's insurance carrier. She noted that due to an oversight the Resolution for 2017 was not presented or adopted so this year's proposed Resolution covers both years.

**Council President Sheldon Meyer made a motion to approve Resolution Series 2018 regarding Workers' Compensation for volunteers. Councilor Wells seconded the motion. The motion passed by unanimous vote.**

### C. Ordinance Adding A New Chapter 70, Entitled Traffic Regulations to Title VII, Traffic Code, of the Dunes City Code of Ordinances – First Reading

City Administrator/Recorder Mills explained that the language for the proposed Ordinance was compiled from a variety of sources, mostly to address City rights-of-way parking and use issues.

During discussion, Councilor Wells pointed out a few of his concerns: First, the prohibition of parking for more than two hours in the rights-of-way; second, the strict prohibition of the public's use of the rights-of-way; third, the prohibition of displaying a vehicle for sale on a public street; and, finally, the somewhat heavy-handed language overall. Councilor Wells also objected to the strict requirement for obtaining a permit to park on streets or rights-of-way for more than 72 hours. Councilor Wells went on to note that there are occasions where parking in rights-of-way is a real problem and those instances should be addressed, but without over regulating the use of rights-of-way in general.

Mayor Forsythe generally agreed, suggesting paring the language down a bit to reflect a small, rural community's needs. (00:35:15) Councilors did not object to the suggestion and City Administrator/Recorder Mills agreed to review the proposed language.

D. Ordinance 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 – First Reading

City Administrator/Recorder Mills explained that the proposed Ordinance was drafted prior to release of the latest about proposed regulations from the Building Codes Division. She noted that the language would likely be revised and revisited in the future, depending upon BCD's final rules. (00:38:29)

E. CwM-H2O OWRD Water Project Grant Application Proposal

City Administrator/Recorder Mills explained that she requested CwM-H2O to provide a proposal for writing an OWRD Water Project grant application for funds to install stream-flow monitoring devices as required by Dunes City's Water Right Permit. She referred Councilors to copies of the proposal that were included in their meeting packets. She noted that there is money in the City budget to pay for the work.

**Council President Meyer made a motion to accept the proposal from CwM-H2O and authorize City Administrator Mills to execute the agreement. Councilor Wells seconded the motion. The motion passed by unanimous vote.**

F. Conversion of Employees

City Administrator/Recorder Mills explained that effective April 1, 2018, two of the City's Cardinal Services employees are on Dunes City payroll. The third Cardinal employee, a fairly new hire, will remain on Cardinal's payroll for about six months.

G. Request for Training

City Administrator/Recorder Mills referred Councilors to a list of Permit Tech Webinar Series that was included in their meeting packets and explained that the City's new Permit Tech is interested in taking classes to improve her knowledge of the permitting process.

**Councilor Montgomery made a motion to approve participation in as many of the classes as the Permit Tech wants to take. Council President Meyer seconded the motion. The motion passed by unanimous vote.**

## 10. PUBLIC HEARINGS

There were none.

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

Mayor Forsythe recognized Mrs. Kathleen Cook, a Dunes City resident. Mrs. Cook explained that a group of Dunes City of about thirty neighbors organized to clean up Canary Road from

Highway 101 to about Clear Lake Road. The group collected more than twenty bags of trash from the roadside. She went on to note that the City used to have several committees, such as the Road Commission, that did similar work ,and she asked if it would be possible for the City to have a Committee dedicated to road clean up. She went on to suggest that the City consider signage and/or education about littering. (00:46:24)

Mayor Forsythe recognized Mr. Rory Hammond, a Dunes City resident. Mr. Hammond explained that he was a Budget Committee volunteer and had considered volunteering for the Planning Commission but, because he is plans to do some remodeling, he didn't want any potential conflicts of interest. He went on to express concern about the DOJ's possible action to dissolve the City's Building Program. He expressed the opinion that the City should do whatever it can to retain local control over its Building Program. (00:48:55)

## **12. REPORTS**

- A. Mayor's Report: Mayor Forsythe had no report.
- B. Community Center Report: Councilor Wells reported that he will clean out the downspout in the front of City Hall when weather permits.
- C. Water Quality Report: Council President Meyer reported that no testing had been done because the testing equipment was being recalibrated, but water clarity looks good.
- D. Public Works Maintenance Supervisor's Report: City Administrator/Recorder Mills reported that pot holes that were reported during the Town Hall meeting about roads were repaired, and that the Public Works Maintenance Supervisor is working with contractors to remove trees on Wright Road.
- E. Emergency Services Report: City Administrator/Recorder Mills reported that she was not able to attend the March 19 WLEOG meeting, but that the meeting agenda and meeting materials were included in Councilor's meeting packets.
- F. City Administrator/Recorder/Planning/Staff Report: City Administrator/Recorder Mills reported that: there were a total of twenty-seven building permits issued in March; the CAC met on March 29 and recommended that the Planning Commission consider language for a proposed ordinance to require marijuana operations in the residential zone and the community commercial zone to apply for Conditional Use Permits, and the Planning Commission referred the proposed ordinance to the public hearing process; and, she is almost finished with the updates to the City's water database.

## **13. FOR THE GOOD OF THE ORDER**

Councilor Wells suggested that the City write a letter to State and Federal representatives objecting to the DOJ's position on local Building Programs. Councilors generally agreed to the suggestion.

#### **14. ADJOURNMENT**

**Councilor Mallen made a motion to adjourn. Councilor Montgomery seconded the motion. The motion passed by unanimous vote.**

Mayor Forsythe adjourned the meeting at 7:17 pm.

**APPROVED BY THE DUNES CITY COUNCIL ON THE 9<sup>th</sup> DAY OF MAY 2018**

---

Robert Forsythe, Mayor

ATTEST:

---

Jamie Mills, City Administrator/Recorder



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

Campbell Productions			\$390.00
Central Lincoln P.U.D. (City Hall)			\$143.96
Central Lincoln P.U.D. (Street Lights)			\$1,797.57
Century Link			\$316.27
Charter Business			\$71.05
County Transfer & Recycling			\$25.34
DCBS Fiscal Services			\$858.96
Lane Council of Governments			\$306.61
Masrineau & Associates (appraisal for Rebecca's Trail property)			\$5,850.00
MCI/Verizon			\$55.67
Northwest Code Professionals			\$1,704.11
Oregon Department of Revenue			\$860.93
Petty Cash			\$270.21
Quill			\$74.06
Ray Wells, Inc.			\$50.00
Siuslaw School District			\$0.00
Speer Hoyt LLC General			
Speer Hoyt LLC Building Program Issue			
Speer Hoyt LLC Reavis v DC			
Speer Hoyt LLC LUBA Appeal			
	Speer Hoyt Total (estimated)		\$1,275.40
U S Bank			\$387.76
	Office Supplies	\$387.76	
Vend West			\$33.90
Wells Fargo Financial Leasing, Inc			\$185.25
West Coast Media Group			\$90.00
Staff Wages			\$5,155.98
Employer share of payroll taxes			\$858.47
Employer PERS			\$690.27
	Total Employee Costs	\$6,704.72	
Cardinal Services			\$5,251.58
Above bills in the amount of	\$26,703.35	approved per motion,	<b>TOTAL \$26,703.35</b>

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

Mayor / Council President

**RECEIPTS OF THE SESSION: 4/4/2018 thru 5/02/2018**

Building Rental	\$0.00
Business License	\$1,020.00
Copy Charges	\$51.50
Donations	\$0.00
Triathlon Sponsorships	\$200.00
Franchise Fee, Cable TV	\$0.00
Franchise Fee, PUD	\$7,784.11
Franchise Fee, Telephone	\$0.00
Interest	\$0.00
Lien Searches	\$125.00
Permits, Conditional Use	\$600.00
Permits, Boundary Line Adjustment (PUD)	\$0.00
Permits, Electrical	\$0.00
Permits, Excavating & Grading & Driveway	\$62.00
Permits, Manufactured Home Fees	\$0.00
Permits, Mechanical	\$0.00
Permits, Other (Inspections, LUCS, No Brushing, etc.)	\$475.00
Permits, Penalties	\$0.00
Permits, Plan Check Fees	\$761.15
Permits, Plumbing	\$104.00
Permits, Right of Way Use	\$225.00
Permits, Structural	\$1,393.00
Permits, Building Surcharge	\$184.71
Permits, State Surcharge	\$179.64
Permits, Vegetation / Tree Removal	\$100.00
PERMITS TOTAL	\$3,484.50
RTMP Grant	\$0.00
Septic Inspections	\$800.00
Tax, Cigarette	\$0.00
Tax, Liquor (OLCC)	\$1,516.67
Tax, Oregon State Highway Apportionment	\$6,394.60
Tax, Lane County Motel Fund	\$320.13
Tax, School Excise	\$0.00
Water Rights Application Fees	\$700.00
Water Admin Fees	\$8,500.00
TOTAL	\$31,496.51





April 20, 2018

Project No. 1805001

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

**RE: STREAM FLOW MONITORING IN WOAHINK CREEK**

Dear Ms. Mills:

CwM H2O, LLC (CwM) is pleased to provide this scope of work to you for the installation of a monitoring station to measure flows in Woahink Creek. Summarized in this letter are the tasks we propose to meet the City's needs to comply with its permit requirements, the budget we propose to conduct this scope of work, and the approximate timeline for installation and delivery of the project to Dunes City.

## Introduction

Dunes City, Oregon is located on the Oregon Coast west of Eugene. Dunes City has several water rights for municipal water supply to its constituents, including storage water right Permit S-54405 which allows diversion of water from Woahink Lake (Permit R-14131) for domestic expanded use and streamflow augmentation. One condition in S-54405 requires Dunes City to measure stream flow in Woahink Creek to ensure the in-stream water rights (ISWR) conditions of the permit are met.

Permit S-54405 states in part: "The City and OWRD will cooperate to install, calibrate and maintain a ratable staff gage to measure flows in the creek. The staff gage will be located below the OCS at a site with stable control. The City will record staff gage readings twice a month when storing or using stored water and whenever adjustments are made to the OCS."

Dunes City has requested a quote from CwM to install a streamflow monitoring station on Woahink Creek. This monitoring station will allow the City to manage and maintain the ISWR requirements of Permit S-54405. To this end, CwM met with Dunes City on February 13, 2018 to discuss the project and how the needs of Dunes City might best be met. CwM also visited a potential site on Woahink Creek for station location.

Previously, CwM had proposed a scope of work to install a monitoring station near the culvert that passes under Clear Lake road due to access restrictions at other sections of the creek. It is CwM's understanding that as of April 2018, access agreements are in place to allow a monitoring station to be installed at a more stabilized segment of the creek, just south of the OCS. The revised scope of work and cost estimate included in this proposal has been reduced under the assumption that channel conditions at the updated location of the monitoring station (south of the OCS) are stabilized and uniform, which will allow a more simplified hydrologic analysis to be performed to meet the City's requirements. Additionally, this revised scope of work and cost estimate assumes that the site will be accessible.

## Scope of Work

CwM proposes to install a monitoring station that measures the elevation of water at a given point in the stream channel and relates that water level to a measured flow rate. This is referred to as stage-discharge, or stage-flow gaging. The principle element of this type of streamflow gaging is developing a stage-flow curve that accounts for the anticipated water levels and flow rates within the channel. CwM anticipates the following tasks will be required to install a streamflow monitoring station and provide a preliminary stage-discharge rating curve and management plan for Dunes City:

**Task 1. Project Planning and Communication** – This task includes time for project planning and management, and communications with Dunes City. CwM also anticipates some coordination with the Oregon Fish and Wildlife Department regarding aquatic life protection.

**Task 2. Preparation and Mobilization** – This task includes equipment procurement, pre-calibration, and mobilization to the site. The streamflow monitoring station will need to be designed for stability and security to protect the equipment from theft, vandalism and forces of nature. While CwM has not viewed the updated proposed streamflow monitoring location, it is assumed that tools and materials for the installation of a standard streamflow monitoring station will be sufficient.

**Task 3. Station installation** – The task involves the following components: equipment installation, current measurement, and performance of a site survey. Summary of these components is as follows:

- a. The installation will include setting up and stabilizing the gage. The likely station configuration will include a 2- or 3-inch galvanized steel pipe extending obliquely from the bank into the deepest part of the channel. The pipe will be anchored to the ground and covered with rip-rap for protection. A sensor that measures the depth of water will be placed inside the pipe with a communication cord connected to a Bluetooth communication device to allow data to be downloaded without having to physically connect external devices. The equipment will be locked and secured to minimize damage or theft.
- b. CwM will measure the current at the monitoring station and two locations in the channel, upstream and downstream of the monitoring station. These flow rates will be used to develop a preliminary stage-flow relationship for the gage using the three collected current measurements.
- c. The final component of the installation includes a survey of the water level sensor, channel, and bank features. This survey is necessary to calibrate the water level sensor to the channel and thus develop a preliminary stage-flow rating curve. This survey will consist of measuring the horizontal and vertical location of the sensor to key elements within the system. To accomplish this survey, CwM will use a level transit on a tripod, graduated rod, and graduated tape to collect the horizontal and vertical measurements.

**Task 4. Preliminary Rating Curve Development** – Once the site has been characterized and the station has been installed CwM will develop a preliminary rating curve to relate the stage (elevation) of the water over the sensor to an estimated flow in Woahink Creek using the collected current velocities. This preliminary rating curve will be based on the geometry of the creek's channel and

current velocity. Further refinement and calibration of the stage-flow relationship will require the collection of additional current velocities, and is not included in this scope of work.

**Task 5. Draft Memorandum and Management Plan** – Upon conclusion of the station installation and analysis of the flow in the channel, CwM will develop a brief memorandum documenting the installation and summarizing the results of the preliminary stage-discharge analysis. This memorandum will include a monitoring and management plan for Dunes City to use in support of its future water rights monitoring, reporting, and rating curve calibration. The monitoring and management plan will include instructions for operation the monitoring station and collection of data.

## Cost Estimate

CwM estimates the cost for installing a streamflow monitoring station at south of the OCS is \$9,992. This cost estimate includes \$6,730 for labor, \$650 in expenses and \$2,612 in equipment and materials. This cost estimate assumes that only one station is installed at the specified location under anticipated conditions. Additionally, the cost for the equipment is an estimate, particularly with regard to the materials and hardware needed to secure the station components. CwM has included a \$500 line item in the budget to account for these materials. We will inform Dunes City of more precise costs as the design for the station is further developed. Please refer to Attachment 1 for a breakdown of the cost estimate.

## Schedule

CwM is prepared to commence this work immediately following receipt of approval from Dunes City. Under current workload CwM estimates that the scope of work as proposed, can be completed within six weeks of your signed approval, however this schedule is based on equipment procurement and site access.

## Deliverables

CwM proposes to provide the following deliverables to Dunes City at the conclusion of the project:

- A securely installed streamflow monitoring station;
- Equipment and software necessary to manage and maintain the monitoring station equipment;
- A brief memorandum documenting and summarizing the installation and preliminary analysis of streamflow; and
- A monitoring and management plan for Dunes City to use as reference.

## Assumptions and Limitations

The scope of this proposal assumes the following:

- The survey to be conducted in this scope of work will not constitute a formal survey for use in engineering, design, construction, property boundary demarcation, or any other purpose beyond of those of this study. This survey will be conducted with the sole intent of calibrating the streamflow monitoring gage and estimating flows in the channel.

- CwM will secure the monitoring station components to the greatest extent practical for this level of study, however, we cannot guarantee absolute security against theft, vandalism or extreme forces of nature.
- This scope of work assumes installation of one monitoring station south of the OCS. If the assumed location is unsuitable, cannot be constructed at that location for whatever reason, or needs to be expanded to include additional locations, the scope, schedule and budget will need to be modified commensurate with the nature of the modification of the change(s) in location.

## Project Team

Our proposed team will consist of Principal Consultant Bob Long, R.G., Water Resources Engineer Ryan Shojinaga, P.E., and Project Engineer-Hydrogeologist Ryan Dougherty. Full résumés are available on request.

## Contract and Work Order Authorization

Accompanying this letter, you will find; a Work Order Authorization (Attachment 2) and a Professional Services Agreement (Attachment 3).

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.

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.**



Ryan Dougherty

Attachments: 1) Scope Budget 2) Work Order Authorization 3) Contract

### Cost Estimate

Task	Description	Labor Hours	Labor Cost	Expenses	Equipment	Total Cost
1	Project Planning and Communication	3	\$350			\$350
2	Preparation / Mobilization	8	\$920			\$920
3	Station Installation	32	\$3,280	\$650	\$2,612	\$6,542
4	Hydraulic Analysis / Rating Curve	8.75	\$1,010			\$1,010
5	Memo and Management Plan	9.5	\$1,170			\$1,170
<b>Totals</b>		<b>61.25</b>	<b>\$6,730</b>	<b>\$650</b>	<b>\$2,612</b>	<b>\$9,992</b>

### Project Schedule

Task	Description	Week		
		1	2	3
1	Project planning and communication	Occurs throughout the project		
2	Preparation/mobilization			
3	Station installation*			
4	Hydraulic analysis/rating curve			
5	Memo and management plan			

\* dependent on coordination with Dunes City and state and local agencies for site access

Attachment 2  
Work Order Authorization 001

**CwM H2O, LLC**

Project Name and Site	Client Reference No.	EWEC Project No.
Streamflow Monitoring in Woahink Creek	1805	1805001

**SCOPE OF SERVICES**

Proposal *1805001 – Streamflow Monitoring in Woahink Creek* enclosed with this attachment. Scope of services as provided in letter proposal to **Dunes City** dated April 20, 2018.

**AGREEMENT COST**

Time and Materials estimate based on scope of services. \$9,992


**SCHEDULE**

The proposed start of the project is April 20, 2018 until scope is complete. The estimated time to completion of this work order is approximately six weeks from the start date, however, the proposed schedule is based on equipment procurement and site access.

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

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

Its: Member Manager

Its: Member Manager

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

Date: April 20, 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  
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## **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



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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

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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@cwmh2o.com">bob.long@cwmh2o.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

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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.

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CwM H2O L.L.C.  
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**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

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

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

Its: \_\_\_\_\_  
Member Manager

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

Date: April 20, 2018

**Oregon Water Resources Department  
Water Right Services Division**

Water Right Application  
Number S-57827

**Final Order  
Extension of Time for Permit Number S-44501  
Permit Holder: City of Dunes City**

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**Permit Information**

**Application File S-57827/ Permit S-44501**

Basin 18 – Mid Coast Basin / Watermaster District 15

Date of Priority: August 21, 1978

**Authorized Use of Water**

Source of Water:	Woahink Lake, a Tributary of Woahink Creek
Purpose or Use:	Municipal Use
Maximum Rate:	1.5 Cubic Feet per Second (cfs)

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**This Extension of Time request is being processed in accordance with Oregon Revised Statute 537.230 and 539.010(5), and Oregon Administrative Rule Chapter 690, Division 315**

**Appeal Rights**

**This is a final order in other than a contested case.** This order is subject to judicial review under ORS 183.484. A request for judicial review must be filed within the 60 day time period specified by ORS 183.484(2). Pursuant to ORS 536.075 and OAR 137-004-0080 you may either file for judicial review, or petition the Director for reconsideration of this order. A petition for reconsideration may be granted or denied by the Director, and if no action is taken within 60 days following the date the petition was filed, the petition shall be deemed denied.

**Application History**

Permit S-44501 was issued by the Department on November 14, 1979. The permit called for completion of construction by October 1, 1981, and complete application of water to beneficial use by October 1, 1982. The most recent extension authorized completion of construction and complete application of water to beneficial use by October 1, 1998. On December 3, 2007, City of Dunes City submitted an application to the Department for an extension of time for Permit S-44501. In accordance with OAR 690-315-0050(2), on June 24, 2014, the Department issued a

Proposed Final Order proposing to extend the time to complete construction to October 1, 2048, and the time to fully apply water to beneficial use to October 1, 2048. The protest period closed August 8, 2014, in accordance with OAR 690-315-0060(1). No protest was filed.

## FINDINGS OF FACT

Except as expressly stated herein, the Department adopts and incorporates by reference the findings of fact in the Proposed Final Order dated June 24, 2014.

Finding of Fact 37.c. is modified as follows to clarify that the water user is responsible for determining or otherwise measuring flows (additions are shown in underlined text):

- c. Under Certificate 59892 flows are to be maintained in Woahink Lake from the outlet of Woahink Lake to its confluence with Siltcoos Lake. Thus flows should be determined or otherwise measured by the water user in Woahink Creek at the outlet of Woahink Lake.

As a result of this modification to this Finding of Fact 37.c., the "Conditions to Maintain the Persistence of Listed Fish" at Condition 2.A.a. in this Final Order is modified as follows to be consistent with the above modification: (additions are shown in underlined text):

- A. Fish Persistence Target Flows
  - a. Fish persistence target flows in Woahink Creek as recommended by ODFW are in Table 1, below. Flows are to be determined or otherwise measured by the water user in Woahink Creek at the outlet of Woahink Lake.

At time of issuance of the Proposed Final Order the Department concluded that, based on the factors demonstrated by the applicant, the permit may be extended subject to the following conditions:

## CONDITIONS

### 1. Development Limitations

Diversion of any water under Permit S-44501 shall only be authorized upon issuance of a final order approving a Water Management and Conservation Plan (WMCP) under OAR Chapter 690, Division 86 that authorizes access to a greater rate of diversion of water under the permit consistent with OAR 690-086-0130(7). The required WMCP shall be submitted to the Department within 3 years of this Final Order. The amount of water used under Permit S-44501 must be consistent with this and subsequent WMCP's approved under OAR Chapter 690, on file with the Department.

The deadline established in the Extension Final Order for submittal of a WMCP shall not relieve a permit holder of any existing or future requirement for submittal of a WMCP at an earlier date as established through other orders of the Department. A WMCP submitted to meet the requirements of the final order may also meet the WMCP submittal requirements of other Department orders.

**2. Conditions to Maintain the Persistence of Listed Fish**

**A. Fish Persistence Target Flows**

- a. Fish persistence target flows in Woahink Creek as recommended by ODFW are in Table 1, below. Flows are to be determined or otherwise measured by the water user in Woahink Creek at the outlet of Woahink Lake.

**Table 1**

Recommended Fish Persistence Target Flows Permit S-44501, 12/17/2020, 12/18/2020	
Month	Cubic Feet per Second
November – April	20
May – June	10
July – October 15	5
October 16 – October 31	15

**b. Alternate Streamflow Measurement Point**

The location of a target flow measurement point as established in these Conditions to Maintain the Persistence of Listed Fish may be revised if the City of Dunes City provides evidence in writing that ODFW has determined that persistence flows may be measured at an alternate streamflow measurement point and provides an adequate description of the location of the alternate streamflow measurement point, and the Water Resources Director concurs in writing.

**B. Determining Water Use Reductions**

No undeveloped portion of Permit S-44501, being 1.5 cfs, may be diverted when the target flows shown in Table 1 are not met.

**CONCLUSION OF LAW**

The applicant has demonstrated good cause for the permit extension pursuant to ORS 537.230, 539.010(5) and OAR 690-315-0080(3).

## ORDER

The extension of time for Application S-57827, Permit S-44501, therefore, is approved subject to conditions contained herein. The deadline for completing construction is extended from October 1, 1998 to October 1, 2048. The deadline for applying water to full beneficial use within the terms and conditions the permit is extended from October 1, 1998 to October 1, 2048.

DATED: August 15, 2014



Dwight French  
Water Right Services Division Administrator, for  
Director  
Oregon Water Resources Department

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If you have any questions about statements contained in this document, please contact Ann L. Reece at (503) 986-0834.

If you have other questions about the Department or any of its programs, please contact our Water Resources Customer Service Group at (503) 986-0900

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Date: 4/24/18

Weather: CLEAR

Air Temp:

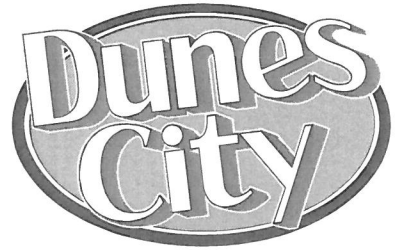
Personnel:

BLACK  
JERRY  
SCOTT

Site	Time	Secchi	Temp	Cond	Sample	Depth	O2# and O2	Chla?	Nutr?	pH	Turb
Outlet	11:00	21.6	13.8	59.5	XXXXX	sfc	XXXXX	XXXXX	XXXXX	XXXXX	XXXXX
Atlas	10:15	24	13.1	61.5	XXXXX	sfc	XXXXX	BT#	42418A	18°	0.58
			13.2	?	XXXXX	z=17.6	9.72	XXXXX	?	7.26	XXXXX
			12.3	?	XXXXX	15m	39.80	XXXXX	XXXXX	XXXXX	XXXXX
			12.9	?	XXXXX	10m	39.96	XXXXX	XXXXX	XXXXX	XXXXX
			13.7	?	XXXXX	2m	9.98	XXXXX	XXXXX	XXXXX	XXXXX
Br. 1	11:40	21.5	14.5	59.0		sfc	?			17°	0.74
Br. 2	11:50	24.0	14.0	60.2	XXXXX	sfc	XXXXX	XXXXX	XXXXX	XXXXX	XXXXX
Br. 3	12:00	22.5	14.2	60.0	XXXXX	sfc	XXXXX	XXXXX	XXXXX	XXXXX	XXXXX
W'lake	12:30	7.1	14.6	60.4	✓	sfc	?			7.35	1.77
								2400ml	42418D-1	17°	

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

May 9, 2018 ~ Prepared by Jamie Mills



I attended and conducted the West Lane Emergency Operations Group meeting held on Monday, April 16, 2018 at the Siuslaw Valley Fire and Rescue Station #1. The Agenda and packet materials are included in this packet.

Upcoming training opportunities were presented. West Lane Ambulance, SVFR and the Hospital had a tabletop exercise on Thursday, April 19<sup>th</sup>. West Lane Ambulance will be conducting another "Stop the Bleed" training which will provide more individualized training. The Boy Scout Camp will be holding an Active Shooter drill in June or July.

Frank Nulty reported that on March 1<sup>st</sup> he attended a 2 day conference held by the Oregon Office of Emergency Management (OEM). He reported that the Boy Scout Camp was working with CERT to develop a portable water processing unit and, once successfully developed, will share the design with all WLEOG entities.

WLEOG approved buying Emergency Food Supply packs for raffle at the Expo to be held in August this year. The Board also approved paying booth fees for a booth at the Florence Area Community Center Aging in Place event.

Jim Dickerson, Operations Officer for SVFR reported that there have been two wildfires in the area already and that the forecasts are showing a very, very dry area. WLEOG entities are encouraged to notify the residents in their area to re-establish their defensible space, if it has overgrown, to use great caution with outside fires, and to obey fire restrictive orders.

The next WLEOG meeting will be held at the Fire Station in Florence on Monday, May 21st 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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April 16, 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 March 19, 2018

#### **Reports & Discussion Items:**

Emergency Management Coordinator's

Report Chair's Report

FY 2018-2019 Budget

CERT Coordinator Report

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

**Other Business/Round Table Next Meeting:** Monday May 21, 2018 Location TBD

**WEST LANE EMERGENCY OPERATIONS GROUP**

**MINUTES March 19, 2018**

**MEMBERS PRESENT:**

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

**ASSOCIATE MEMBERS:**

West Lane ARES/RACES: Present  
Greentrees: 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: 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: 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 10:03 a.m.

**APPROVAL OF MINUTES:** Matt House made a motion and Brian DuBray seconded the motion to approve the minutes from the February 26, 2018 Meeting, Motion was then approved.

**Agenda Items:**

**Chairs Report:** Jenna Bartlett will attend the next WLEOG meeting to talk about the Expo. Megan Messmer will send out emails for the budget prep. Megan informed the group that the repeater needs replaced it is still not operational, Jim Dickerson will run a test and report back.

**Future Agenda Business:** Budget FY 2018-2019

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

**CERT:** Fran Nulty reported on the Alert Me System gave the set-up number 541-972-3177. This number will give you the last message out.

**ARES/RACES:** Digital radio demo was given to the group these radios can send digital pictures from scene through a digital repeater.

Matt House reported on the stop the bleed training that will be held March 24<sup>th</sup> also the April 19<sup>th</sup> table top exercise and the May 23<sup>rd</sup> hospital surge.

**Other Business:**

Haleigh Leslie with the State of Oregon Public Health, Security Preparedness and Response, was introduced to the group and presented power point.

Public health has seen a cluster of youth suicides recently, 5 youth suicides since January 2018. Prevention/resources were sent out to schools

**FINANCIAL REPORT**

Current balance is \$27,372.38 Bills paid since 2/18/2018 were \$1,585.03 to; Coast Broadcasting \$288.00; Central Lincoln \$30.61; VIASAT EXCEDE Internet \$59.98; Siuslaw News \$372.00; West Coast Media \$200.00; Satellite Phones Direct \$634.44; \$50.1% of the Budget has been expended YTD excluding Contingency.

**Future Agenda Business:**

**ADJOURNMENT**

**The meeting was adjourned by Megan Messmer @ 10:47 a.m.**

The next scheduled WLEOG Meeting will be April 16, 2018 at 10:00 a.m. at Siuslaw Valley Fire and Rescue.

Mary Dimon  
Administrative Assistant  
Recording Secretary

**West Lane Emergency Operations Group  
Profit Loss Budget vs. Actual**

	2015-2016	2016-2017	2017-2018	2017-2018	2017-2018	2018-2019
	Actuals	Actual	Budget	YTD	Estimate	Estimate
<b>Resources</b>						3.0% Dues
<b>4000 · Member Contributions</b>						
4001 · Western Ambulance Contr.	4,725.00	5,197.50	5,327.44	5,327.44	5,327.44	5,487.26
4002 · Siuslaw Valley Fire Contr.	4,725.00	5,197.50	5,327.44	5,327.44	5,327.44	5,487.26
4003 · City of Florence Contr.	4,725.00	5,197.50	5,327.44	5,327.44	5,327.44	5,487.26
4004 · Conf. Tribal Police Contr.	2,362.50	2,598.75	2,663.72	2,663.72	2,663.72	2,743.63
4005 · Port of Siuslaw Contr.	1,181.25	1,299.38	1,331.86	1,331.86	1,331.86	1,371.82
4006 · Dunes City Contr.	1,181.25	1,299.38	1,331.86	1,331.86	1,331.86	1,371.82
4007 · Mapleton FD Contr.	380.10	418.11	428.56	428.56	428.56	441.42
4008 · PeaceHealth Hospital Contr.	4,725.00	5,197.50	5,327.44	5,327.44	5,327.44	5,487.26
<b>4000 · Total Member Contributions</b>	<b>24,005.10</b>	<b>26,405.62</b>	<b>27,065.75</b>	<b>27,065.76</b>	<b>27,065.76</b>	<b>27,877.73</b>
<b>4100 · Grant Income</b>						
4100 · Grant Income Other	5,000.00	-	-	-	-	-
<b>4100 · Total Grant Income</b>	<b>5,000.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>4300 · Reimbursements/Refunds</b>	<b>-</b>	<b>136.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>4600 · Interest Income</b>	<b>10.53</b>	<b>9.58</b>	<b>-</b>	<b>10.13</b>	<b>12.00</b>	<b>-</b>
<b>Total Current Year Resources</b>	<b>29,015.63</b>	<b>26,551.20</b>	<b>27,065.75</b>	<b>27,075.89</b>	<b>27,077.76</b>	<b>27,877.73</b>
<b>Expenditures</b>						
<b>5000 · Materials &amp; Services</b>						
5005 · Advertising	8,257.00	7,576.00	8,200.00	6,712.00	8,949.33	8,500.00
5006 · Neighborhood Training Programs	1,500.00	1,500.00	1,500.00	-	1,500.00	1,500.00
5009 · Dues and Fees	156.69	196.69	200.00	58.01	200.00	200.00
5010 · Siren Maintenance Agreement	2,689.20	1,092.48	2,150.00	-	2,000.00	2,150.00
5011 · Satellite Phones	2,129.88	1,774.08	1,500.00	634.44	1,500.00	1,500.00
5012 · Radios	984.00	1,092.48	1,200.00	1,638.72	1,700.00	1,200.00
5014 · Miscellaneous Supplies	977.71	365.63	500.00	510.12	525.00	500.00
5015 · Education/Professional Development	-	-	3,000.00	175.00	300.00	3,000.00
5017 · Internet Network Service & Website	2,078.89	2,041.23	2,300.00	1,473.19	2,209.79	2,300.00
5019 · Special Districts Dues & Insurance	2,180.00	2,441.00	2,500.00	2,351.00	2,351.00	2,500.00
5024 · CERT Recognition Event	-	200.00	200.00	-	200.00	200.00
5025 · Community Events	-	95.00	200.00	-	200.00	200.00
5026 · CERT Program Expenses	5,416.71	5,049.92	2,000.00	-	500.00	2,000.00
5027 · Siren Battery Replacement/Labor	-	-	1,000.00	-	-	1,000.00
5040 · Grant Expense	5,000.00	-	-	-	-	-
<b>5000 · Total Materials &amp; Services</b>	<b>31,370.08</b>	<b>23,424.51</b>	<b>26,450.00</b>	<b>13,552.48</b>	<b>22,135.12</b>	<b>26,750.00</b>
<b>6900 · Contingency</b>	<b>-</b>	<b>-</b>	<b>615.75</b>	<b>-</b>	<b>-</b>	<b>1,127.73</b>
<b>Total Current Year Expenditures</b>	<b>31,370.08</b>	<b>23,424.51</b>	<b>27,065.75</b>	<b>13,552.48</b>	<b>22,135.12</b>	<b>27,877.73</b>
<b>Current Year Resources over (under) Expenditures</b>	<b>(2,354.45)</b>	<b>3,126.69</b>	<b>0.00</b>	<b>13,523.41</b>	<b>4,942.64</b>	<b>-</b>
<b>Beginning balance</b>	<b>10,236.17</b>	<b>10,104.61</b>	<b>9,693.16</b>	<b>7,881.72</b>	<b>13,231.30</b>	<b>21,405.13</b>
<b>Ending balance</b>	<b>7,881.72</b>	<b>13,231.30</b>	<b>9,693.16</b>	<b>21,405.13</b>	<b>18,173.94</b>	<b>21,405.13</b>
<b>Financial Summary</b>						
Total Current Year Resources	29,015.63	26,551.20	27,065.75	27,075.89	27,077.76	27,877.73
Total Current Year Expenditures	(31,370.08)	(23,424.51)	(27,065.75)	(13,552.48)	(22,135.12)	(27,877.73)
Current Year Resources over (under) Expenditures	(2,354.45)	3,126.69	0.00	13,523.41	4,942.64	-
Carryover from Previous Year	10,236.17	7,881.72	9,693.16	11,008.41	11,008.41	15,951.05
Ending Fund Balance	7,881.72	11,008.41	9,693.16	24,531.82	15,951.05	15,951.05

4:55 PM

04/10/18

Cash Basis

**W.L.E.O.G.**  
**Profit & Loss Budget vs. Actual**  
**July 1, 2017 through April 10, 2018**

	Jul 1, '17 - Apr ...	Budget	\$ Over Budget	% of Budget
<b>Income</b>				
4000 · Member Contributions				
4001 · WLAD	5,327.44	5,327.44	0.00	100.0%
4002 · Siuslaw 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 Siuslaw	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 Department	428.56	428.56	0.00	100.0%
4008 · Peace Harbor Hospital	5,327.44	5,327.44	0.00	100.0%
4000 · Member Contributions - Other	0.00	0.00	0.00	0.0%
<b>Total 4000 · Member Contributions</b>	<b>27,065.76</b>	<b>27,065.76</b>	<b>0.00</b>	<b>100.0%</b>
4100 · Grant Income				
4101 · HPP FY 11/12 Grant	0.00	0.00	0.00	0.0%
4102 · HPP FY 12/13 Grant	0.00	0.00	0.00	0.0%
4103 · Grant Income-Other	0.00	0.00	0.00	0.0%
4100 · Grant Income - Other	0.00	0.00	0.00	0.0%
<b>Total 4100 · Grant Income</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
4300 · Reimbursements/Refunds	0.00	0.00	0.00	0.0%
4500 · Sale Proceeds/LOSG Material	0.00	0.00	0.00	0.0%
4600 · Interest Income	10.13	0.00	10.13	100.0%
<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	7,000.00	8,200.00	-1,200.00	85.4%
5006 · Neighborhood Training Prog...	0.00	1,500.00	-1,500.00	0.0%
5007 · Emergency Operations Center	0.00	0.00	0.00	0.0%
5008 · Volunteer Coordination	0.00	0.00	0.00	0.0%
5009 · Dues and Fees	58.01	200.00	-141.99	29.0%
5010 · Siren Maintenance Agreement	0.00	2,150.00	-2,150.00	0.0%
5011 · Satellite Phones	634.44	1,500.00	-865.56	42.3%
5012 · Radios	2,184.96	1,200.00	984.96	182.1%
5013 · CENS	0.00	0.00	0.00	0.0%
5014 · Miscellaneous Supplies	540.35	500.00	40.35	108.1%
5015 · Education/Prof. Dev.	175.00	3,000.00	-2,825.00	5.8%
5016 · Warehousing/Disaster Suppl...	0.00	0.00	0.00	0.0%
5017 · Internet/Website Service	1,633.17	2,300.00	-666.83	71.0%
5018 · Siuslaw Bridge Failure	0.00	0.00	0.00	0.0%
5019 · Special Districts Dues/Ins	2,351.00	2,500.00	-149.00	94.0%
5020 · Professional Services	0.00	0.00	0.00	0.0%
5021 · SVFR Staff Time Reimburse...	0.00	0.00	0.00	0.0%
5022 · Mass Casualty Trailer Suppli...	0.00	0.00	0.00	0.0%
5023 · Volunteer Coordinator	0.00	0.00	0.00	0.0%
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 Coordinator	0.00	2,000.00	-2,000.00	0.0%
5027 · Siren Battery Replacement/L...	0.00	1,000.00	-1,000.00	0.0%
5028 · Grant Planning	0.00	0.00	0.00	0.0%
5040 · Grant Expense	0.00	0.00	0.00	0.0%
5000 · Materials & Services - Other	0.00	0.00	0.00	0.0%
<b>Total 5000 · Materials &amp; Services</b>	<b>14,576.93</b>	<b>26,450.00</b>	<b>-11,873.07</b>	<b>55.1%</b>
66000 · Payroll Expenses	0.00	0.00	0.00	0.0%
6900 · Contingency	0.00	615.75	-615.75	0.0%
<b>Total Expense</b>	<b>14,576.93</b>	<b>27,065.75</b>	<b>-12,488.82</b>	<b>53.9%</b>
<b>Net Income</b>	<b>12,498.96</b>	<b>0.01</b>	<b>12,498.95</b>	<b>124,989,600.0%</b>

4:54 PM

04/10/18

Accrual Basis

**W.L.E.O.G.**  
**Profit & Loss**  
March 19 through April 10, 2018

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	<u>Mar 19 - Apr 10, 18</u>
Income	0.00
Expense	
5000 · Materials & Services	
5005 · Advertising	288.00
5012 · Radios	546.24
5014 · Miscellaneous Supplies	30.23
5017 · Internet/Website Service	159.98
	<u>1,024.45</u>
Total 5000 · Materials & Services	1,024.45
Total Expense	<u>1,024.45</u>
Net Income	<u><u>-1,024.45</u></u>



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

4/10/2018 4:52 PM

Register: Oregon Pacific Bank

From 03/19/2018 through 04/10/2018

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
04/08/2018	EFT	VIASAT INC	5000 · Materials & Ser...		59.98			27,312.40
04/09/2018	1419	Central Lincoln	5000 · Materials & Ser...	3rd ave. Tsuna...	30.23			27,282.17
04/09/2018	1420	Westcoast Media Gro...	5000 · Materials & Ser...	Invoice# 18-21...	100.00			27,182.17
04/09/2018	1421	Coast Broadcasting	5000 · Materials & Ser...	WLEOG Marc...	288.00			26,894.17
04/09/2018	1422	Day Wireless Systems	5000 · Materials & Ser...	April. May and...	546.24			26,347.93

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

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May 9, 2018 ~ Prepared by Jamie Mills



There were 6 building permits issued in April: 2 electrical, 1 plumbing, and 2 structural. There were 3 Public Works permits issued: 1 grading, 1 right-of-way facilities placement, and 1 vegetation removal in a drainage setback for installation of a utility service.

The CAC met on April 23rd, where it continued its review of the Design Standards of 155.3. The Planning Commission met on April 23<sup>rd</sup> where it reviewed the revised proposed test for 155.4.9 regard mobile homes and continued its review of the entirety of Chapter 155.4.9. A public hearing on a Conditional Use Application has been scheduled for May 29<sup>th</sup> at 6:00 p.m.

The City received five requests for information, which were handled by staff, and another complaint from an individual who wants a speed bump installed on Wright Road to slow down the traffic in front of his house. An ongoing issue regarding tree and brush removal in shoreland and wetland areas has taken up some time as well.

The majority of the City Administrator's time has been spent on investigating and participating in teleconferences regarding the City's building program and working on the two versions of the proposed budget – one with a building program and the required new hires and one without a building program. Issues regarding the City's water right reporting and Water Conservation and Measurement Plan continue to be addressed as well.

I received an email from ODOT saying our grant proposal for repairs to Huckleberry Lane, Wright Road and the drainage problem there had been approved, however, I have not yet received an Agreement to do the proposed work. Tree removal and clean up continues on Wright Road.

Respectfully submitted,

A handwritten signature in blue ink that reads "Jamie Mills". The signature is fluid and cursive, with the first name "Jamie" and last name "Mills" clearly distinguishable.

Jamie Mills  
City Administrator/Recorder

## MAIL TRACKING LOG

2018 Mail Log				
Date	Via	From	Type of Document	Forwarded To
4/2/2018	Mail	Campbell Production	Invoice	Recorder
4/2/2018	Mail	Central Lincoln	Invoice	Recorder
4/2/2018	Mail	Wallys	Statement and Report	Recorder
4/2/2018	Mail	AmeriGas	Invoice	Recorder
4/2/2018	Mail	US Bank	Invoice	Recorder
4/2/2018	Mail	Pesttech	Invoice	Recorder
4/2/2018	Mail	MCI	Invoice	Recorder
4/2/2018	Mail	Charles Fagle	Septic Report	Recorder
4/2/2018	Hand	Daniel Graham	New Water Right Contract	Recorder
4/2/2018	Hand	Gary Dimon	2-Septic Reports	Recorder
4/2/2018	Mail	DEQ	Flood Maps	Recorder
4/2/2018	Hand	Steve Burton/Sunset Cove	Notice for Bert Brundige	Recorder
4/4/2018	Email	Intuit	Annual Fee	Recorder
4/4/2018	Fax	Dunes City Home Services	Invoice	Recorder
4/4/2018	Mail	Vend West	Statement and Report	Recorder
4/4/2018	Mail	County Transfer	Statement and Report	Recorder
4/4/2018	Mail	Office of Secretary of State	Audit Letter	Recorder
4/4/2018	Email	NW Code Profess	Invoice	Recorder
4/4/2018	Email	Speer Hoyt	Invoice	Recorder
4/5/2018	Mail	Cardinal Services	Letter-Rate Decrease	Recorder
4/5/2018	Hand	Sunset Cove Homeowners/Steve	Complaint	Recorder
4/9/2018	Email	NW Code Profess	Invoice	Recorder
4/9/2018	Mail	Oregon Pacific Bank	Statement x 2	Recorder
4/9/2018	Mail	LaneAct	Agenda	Recorder
4/9/2018	Mail	Local Focus	Magazine	Recorder/Council
4/9/2018	Mail	Umpqua Bank	Statement	Recorder
4/9/2018	Mail	NW Code Profess	Report	Recorder

## MAIL TRACKING LOG

4/9/2018	Mail	Oregon Dept. of Revenue	Letter	Recorder
4/9/2018	Mail	Local Government Law Group	Letter	Recorder
4/9/2018	Hand	Larry Johnson	Scott Ryland Plumbing Septic Receipt	Recorder
4/12/2018	Fax	Sunset Cove Homeowners/Steve	Information Request	Recorder
4/16/2018	Email	PERS	Debit Notification	Recorder
4/16/2018	Email	Bonnie Allen	Meter Reading	Recorder
4/16/2018	Hand	Marvin Beckman	Septic Report	Admin
4/17/2018	Mail	Professional Underground Service	Business License Application	Admin
4/17/2018	Mail	Central Lincoln	Reminder Notice - 4995 Lake Dr	Recorder
4/17/2018	Mail	FEMA	LOMA	Recorder
4/17/2018	Mail	State of Oregon	Login Created to Withholding Payroll	Recorder
4/17/2018	Mail	First American Title Insurance	Lien Search Check	Recorder
4/17/2018	Mail	Wells Fargo	Invoice April	Recorder
4/17/2018	Mail	Wallys	Filing Fee Prepayment Ledger/3 reports	Admin
4/17/2018	Mail	Oregon Mayors Association	2018 Directory	Mayor (mailbox)
4/17/2018	Hand	Pat Stutzman	Proof of Septic Pumping	Admin
4/17/2018	Hand	Steve Burton/Sunset Cove	Lot 5 property lines and setback measurements	Recorder
4/17/2018	Fax	Cascade Escrow	Lien Search - Flowers- 83460 Clear Lake Rd	Recorder
4/18/2018	Mail	State of Oregon	New Statewide Transit Tax	Recorder
4/18/2018	Mail	ICMA	Municipal Form of Government 2018	Recorder
4/19/2018	Mail	Quill.com	Invoice	Recorder
4/19/2018	Mail	Oregon Marine Construction	Lucs	Recorder
4/23/2018	Mail	Siuslaw Fire Dept.	Construction Inspections	Permits
4/23/2018	Mail	Charter Services	Invoice	Recorder
4/23/2018	Mail	Campbell Production	Invoice	Recorder
4/23/2018	Mail	Preferred Long Distance	Statement	Recorder
4/23/2018	Mail	Wallys	Statement and Report	Recorder
4/23/2018	Mail	Mr. Mobley	Septic Inspection Report	Recorder

MAIL TRACKING LOG

4/23/2018	Email	Cardinal Services	Invoice	Recorder
4/24/2018	Mail	LCOG	Invoice	Recorder
4/24/2018	Hand	Don Mosher	Septic Reciept	Recorder
4/24/2018	Hand	Vend West	Invoice	Recorder
4/25/2018	Mail	Ray Wells, Inc.	Invoice	Recorder
4/26/2018	Mail	DCBS	Certified Letter for Building Inspectors	Recorder
4/26/2018	Mail	Carlson Testing	Report Fire Department	Recorder
4/30/2018	Email	Cardinal Services	Invoice	Recorder
4/30/2018	Mail	Oregon DCBS	Letter X 2 Building Codes	Recorder
4/30/2018	Mail	Central Lincoln	Invoice	Recorder
4/30/2018	Mail	US Bank	Visa Statement	Recorder
4/30/2018	Mail	MCI	Invoice	Recorder
4/30/2018	Mail	CenturyLink	Invoice	Recorder
4/30/2018	Mail	Siuslaw Fire Dept.	Septic Report	Recorder
4/30/2018	Email	West Coast Media	Invoice Mag. Sign	Recorder
4/30/2018	Mail	Governing	Magazine	Recorder

# Dunes City Hall

## May 2018

May 2018

June 2018

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

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

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Apr 29	30	May 1	2	3	4 Closed	5
6	7 3:30pm City Council Special Session 6:00pm Contractors Meeting	8	9 3:00pm Lane Act (Eugene) 6:00pm City Council Meeting	10	11 Closed	12 Oregon Dunes Triathlon 6th
13 Mother's Day	14	15 5:00pm Budget Committee Meeting	16	17	18 Closed	19
20	21 10:00am WLEOG (SVFD)	22 5:00pm Budget Committee Meeting	23 5:00pm CAC Committee Meeting	24 5:00pm Cancel-Planning Commission Meeting	25 Closed	26
27	28	29 6:00pm Planning Commission Public Hearing Meeting	30 5:00pm Budget Committee Meeting	31	Jun 1	2



# 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
							29	30	31				

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 Budget Public Hearing 6:00pm City Council	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

## July 2018

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Jul 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	19	20 Closed	21
22	23	24	25	26	27	28
29	30	31	Aug 1	2	3	4