

# Dunes City Council ~ Regular Session



May 6, 2025 ~ 6:00 pm

*The meeting will adjourn not later than 9:00 pm. If agenda items are not completed, they will be addressed at the next scheduled meeting.*

## AGENDA

1. **Call to Order**..... Mayor Ed McGuire
2. **Roll Call** ..... City Administrator
3. **Pledge of Allegiance to the Flag**..... Mayor Ed McGuire
4. **Consideration of the Agenda**..... **Action Item**
5. **Announcements / Correspondence**
6. **Reports**
  - A. Mayor’s Report..... **Discussion**
7. **New Business**
  - A. Dier Way..... **Discussion**
8. **Old Business**
  - A. Planning Contracted Services..... **Discussion/Action Item**
8. **Work Session**
  - Chapter 91..... **Discussion**
  - Lighting
9. **Citizen Input**

*The public comment period is an essential part of local government meetings. Each person has **three** minutes to speak. Our governing body takes the input into consideration. However, in observance of Oregon open meeting laws, this isn't the time for dialogue, but rather a time for us to **listen** to you. The Council may choose not to respond to comments and lack of response does not indicate support or disagreement. Our City Administrator is taking notes of action, as needed.*
10. **Executive Session – None**
11. **For the Good of the Order**
12. **Adjournment**

**EXHIBIT A**  
**Scope of Work**  
**Dunes City**  
**March 2025**

- Provide city planning and land use permitting services as assigned by the City Administrator.
- Services include all responsibilities of typical current job description for City Planner as well as other duties and projects as authorized by the City Council.
- Position responsibilities will be conducted remotely, including public meetings. Advanced notice for in person meetings shall be provided.
- Billable Rate: \$150/hr
- Contract Amount: \$10,000
- Monthly Invoices by task order and hours spent.

**Kevin Adams Cronin**

4181 Chapman Way | Lake Oswego Oregon 97035  
503 984 6489 | [kevinadamscronin@gmail.com](mailto:kevinadamscronin@gmail.com) | LinkedIn

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**EXPERIENCE**

Substitute Teacher/Coach September 2023- Present  
Student Teacher September - December 2024  
Wellness Teacher (PE/Health) November - June 2023

**Lake Oswego School District | Lakeridge Middle School**  
Lake Oswego, Oregon

- Student Teacher: 6th Grade Social Studies
- Building Sub: All grades and subjects
- Wellness Teacher: 6th & 8th Grade PE & Health
- Curriculum planning, instruction, and summative evaluations
- Athletics: Volleyball, Basketball, and Track & Field

Founder & Owner October 2017 - Present

**West Coast Cronin Clan Co.**

Portland, Oregon

- Started consulting firm to provide land use, real estate, and project management services with a focus on rural communities. Added interim city management services.
- Interim City Manager: City of Lakeside & City of Oakridge
- City Planning Services
  - North Willamette Valley Habitat for Humanity: Project Management
  - City of Molalla, City of Siletz, and City of Warrenton: Current Planning, Code Writing, and Long Range Planning

City Manager July 2020 - August 2021

**City of Mt. Angel**

Mt. Angel, Oregon

- Managed 26 FTE organization; Budget: \$11M
- Led strategic planning effort to align economic development goals and objectives around investment priorities.
- Secured \$950,000 in grants and external resources
- Reformed code enforcement program that led to 25 closed cases
- Accomplishments:* Created new communications strategy, new branding strategy with website, tagline, and logo, created two grant programs for small businesses, received "Safe Routes to School" grant to develop action plan for improvements, and partnered with the City of Silverton on aquifer storage recovery feasibility grant.
- Reorganized planning program with new contracts for services and improved Planning Commission training.

Assistant City Manager/  
Community Development Director March 2019 - June 2020  
**City of Warrenton** March 2018

Warrenton, Oregon

- ❑ Promoted to Assistant City Manager to advance strategic priorities.
- ❑ Started as a consultant and later accepted a full time offer in June 2018.
- ❑ Managed one FTE department with the same range of community development services of a larger city.
- ❑ *Accomplishments:* Raised over \$200K in funds, developed multiple projects including new Oregon Main St program, substantial amendment to downtown URA, closed 55 nuisance cases, completed new housing study, transportation plan, and streamlined permitting program.

Community Development Director

July 2015 - October 2017

**City of Astoria**

Astoria, Oregon

- ❑ Managed a diverse portfolio of public services including, economic development, urban renewal, historic preservation, current/long range planning, code enforcement, and building codes.
- ❑ GF Budget: \$5M+, URA Budget: ~30M, FTE: 4, Increased revenues and confidence with developers while balancing needs for neighborhood livability, built partnerships with community groups.
- ❑ Managed complex redevelopment, economic development and policy development projects in a challenging political environment.
- ❑ *Accomplishments:* Created strategic plan for department, created affordable housing strategy, adopted new ADU policy, adopted first economic development strategy, and created a redevelopment strategy for city owned downtown property.

*Senior Business Development Coordinator*

November 2012 - June 2015

**Portland Development Commission (“Prosper Portland”)**

Portland, Oregon

- ❑ Managed complex redevelopment projects including disposition strategy, master plan, and site specific project management tasks for Lents Town Center.
- ❑ Business development officer for various business districts in Portland providing a range of business development services to create jobs, improve profitability, and grow the small business sector in main streets and targeted neighborhoods.
- ❑ Coordinated service delivery of grants, loans, and technical assistance for business clients and worked to grow community capacity of business district associations and community based organizations
- ❑ *Accomplishments:* Secured four new public-private partnerships for PDC-owned properties in Lents Town Center

*Senior Project/Program Manager*

January 2007 – November 2012

**Portland Development Commission**

Portland, Oregon

- ❑ Lead project manager for new strategic investment strategy for Lents URA, including coordination of all Portland infrastructure and program investments.
- ❑ Lead project manager for administration of Lents Town Center Urban Renewal Advisory Committee and Transportation Task Force.
- ❑ Managed consultants, student employees, and multiple projects and programs under tight deadlines and unique political environment.

- ❑ Strategic planning of public infrastructure investments, including transportation, parks, and public facilities.
- ❑ Lead project manager for siting of “Portland Pickles” Single A “wood bat” summer league team (2015) and potential relocation of AAA Portland Beavers (2010).
- ❑ Lead project manager for park projects, including construction of new baseball fields in Lents Park, Leach Gardens, multi-use path, and new master plan for Lents Park.
- ❑ Lead project manager on multiple, complex projects: redevelopment of large employment area, streetcar corridor, transportation investment strategy, sustainability initiative, revitalization of Ramona Street, urban renewal area plan amendment, renovation of historic theaters, and acquisition and redevelopment of key sites in Lents Town Center Urban Renewal Area.
- ❑ Initiated and lead program manager for community empowerment program – managed budget of \$550,000 in small grants to non-profit and grass roots organizations for neighborhood improvements.
- ❑ Lead project manager for Interstate Corridor Revitalization Project, feasibility studies for redevelopment sites, commercial property loan program evaluation, and created speaker series for first time developers.
- ❑ Initiated and led a strategic, customer relationship management intake system review and developed recommendations for a new intake and outreach system to engage external business customers to increase referrals to programs and services.
- ❑ *Accomplishments:* Managed completion of all projects on time and within budget, assisted with annual budget process for URA with \$10-14 M budget, volunteered to manage new grant program within tight timeline, developed relationships with neighborhood business development associations, secured grant funds to conduct green infrastructure strategy for flood prone area, initiated and developed revitalization strategy for key area in town center including an annual street fair, facilitated \$3M in additional gap tax increment financing for transit-oriented development projects, and managed and redesigned two URA websites.

*Planning Manager*

December 2004 – December 2006

**City of Sherwood, Oregon**

- ❑ Rebuilt and managed 4 FTE planning department: implemented project management based model, integrated services into community development department, urban renewal and parks and recreation, set annual goals, work program, and initiated annual report of performance standards, developed and actively managed budgets for increased revenues and tracked expenditures to increase efficiencies.
- ❑ Directly developed and managed long range planning and special projects program: developed, managed, and completed first comprehensive and strategic parks and recreation master plan that guides development over the next twenty years, managed Metro Goal 5 – Nature in Neighborhoods policy implementation, wrote a grant, initiated and produced economic development strategy, coordinated urban renewal projects for Old Town area, new TSP, concept planning UGB expansion areas, initiated and awarded grant to conduct neighborhood master plan, updated historic preservation inventory and standards, improved public involvement program, initiated interdepartmental development review evaluation, and secured state funding for an infill and redevelopment code evaluation and update.
- ❑ *Accomplishments:* Provided strategic planning for infrastructure investments, increased revenues to pay for development services staff, reduced materials expenses, increased

training opportunities, improved customer service and application response and processing time by creating 8 week review performance standard, rewrote job descriptions, and created a high performing planning department.

## EDUCATION

**Warner Pacific University** Portland, Oregon Dec 2024  
Masters in Teaching (MAT) | Secondary (GPA 4.0)  
**University of Oregon**, Eugene, Oregon June 2001  
Masters of Community and Regional Planning (MCRP) (3.85 GPA)  
**Pennsylvania State University**, University Park, Pennsylvania June 1993  
Bachelor of Arts, General Arts & Sciences (BA)  
**Portland State University**, Portland, Oregon  
Certificate of Completion: Project Management Program June 2009  
**Northwest Community Development Institute**, Boise, Idaho  
Professional Certificate Program in Community Economic Development July 2018

### Certifications, Volunteer Experience, and National Service

FEMA ICS Training Series: 100, 200, 300, 700, & 800 Certificates  
Member of American Institute of Certified Planners, July 2003 - March 2021  
Board Member: Trailhead Credit Union, April 2021 - 2024  
Board Member: Oregon Chapter | American Planning Association, 2006-2008  
Board Member: Oregon Commission on Voluntary Action & Service, 2002-2006  
Board Member: Clatsop Community Action, 2019 - June 2020  
Inaugural Member of AmeriCorps | National Civilian Community Corps (NCCC), 1994-1995  
AmeriCorps | Resource Assistance for Rural Environments (RARE) - Talent, 1998-1999  
Volunteer: Lower Columbia Youth Soccer Association, Coach & President, 2015-2018  
Volunteer: Irvington Soccer Coach 2012-2015, Pen/H/RC Little League – Coach, 2011-2015  
Volunteer: Grant Youth Baseball, Assistant Coach, Spring 2019  
Volunteer: Beaumont Softball League, Coach/Umpire, 2022  
Soccer Referee

### Presentations & Publications

"An Oregonized Education." *Oregon Planners' Journal*. Nov/Dec 1999.  
"An Oregonized Education: The Sequel." *Oregon Planners' Journal*. Sept/Oct 2000.  
"Coming of Age in a Small Town Planning Shop." *Planning*. Aug/Sept 2004.  
Oregon Main Street Conference, "Developing Downtowns." Sept 2017  
"Office of One." *Planning*. July 2019.  
Guest Column: "Housing for All Not the Lucky Few," *Daily Astorian*. January 11, 2018.  
Guest Column: "My Vision for Astoria," *Daily Astorian*. October 31, 2017.

**CITY OF DUNES CITY  
CONTRACT FOR PROFESSIONAL CONSULTING SERVICES**

**CONTRACT:**

This Contract, made and entered into this 16th day of April 2025, by and between the City of Dunes City, a municipal corporation of the State of Oregon, hereinafter called "CITY", and West Coast Cronin Clan Co., hereinafter called "CONSULTANT," duly authorized to do business in Oregon.

**WITNESSETH**

WHEREAS, the CITY requires services which CONSULTANT is capable of providing, under terms and conditions hereinafter described; and

WHEREAS, CONSULTANT is able and prepared to provide such services as CITY does hereinafter require, under those terms and conditions set forth; now, therefore,

IN CONSIDERATION of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. CONSULTANT SERVICES:

A. CONSULTANT shall provide land use planning services for the City of Dunes City, as outlined in the attached Scope of Work (Exhibit A).

B. CONSULTANT's obligations are defined solely by this contract and its attachment and not by any other contract or agreement that may be associated with this project.

2. COMPENSATION

A. The CITY agrees to pay CONSULTANT a total not-to-exceed price of \$25,000 for performance of scope of work at a rate of \$150 per hour;

B. The CONSULTANT will submit a monthly invoice referencing all services rendered to: City of Dunes City, Attention: Accounts Payable, PO Box 97, Westlake, Oregon 97493, **OR**, CONSULTANT may submit invoice via email City Administrator. City pays net 30 days upon receipt of invoice.

C. CITY certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract.

3. CONSULTANT IDENTIFICATION

CONSULTANT shall furnish to the CITY the CONSULTANT's employer identification number, as designated by the Internal Revenue Service, or CONSULTANT's Social Security number, as CITY deems applicable.

4. CITY'S REPRESENTATIVE

For purposes hereof, the CITY'S authorized representative will be the City Administrator, City of Dunes City, PO Box 97, Dunes City, Oregon, 97493.

5. CONSULTANT'S REPRESENTATIVE

For purposes hereof, the CONSULTANT's authorized representative will be Kevin A. Cronin, Owner | WCCC.

6. CONSULTANT IS INDEPENDENT CONSULTANT

A. CONSULTANT shall be an independent CONSULTANT for all purposes and shall be entitled to no compensation other than the compensation provided for under Section 2 of this Contract,

B. CONSULTANT acknowledges that for all purposes related to this contract, CONSULTANT is and shall be deemed to be an independent CONSULTANT and not an employee of the CITY, shall not be entitled to benefits of any kind to which an employee of the CITY is entitled and shall be solely responsible for all payments and taxes required by law; and furthermore in the event that CONSULTANT is found by a court of law or an administrative agency to be an employee of the CITY for any purpose, CITY shall be entitled to offset compensation due, or, to demand repayment of any amounts paid to CONSULTANT under the terms of the contract, to the full extent of any benefits or other remuneration CONSULTANT receives (from CITY or third party) as result of said finding and to the full extent of any payments that CITY is required to make (to CONSULTANT or a third party) as a result of said finding.

C. The undersigned CONSULTANT hereby represents that no employee of the City of Dunes City, or any partnership or corporation in which a City of Dunes City employee has an interest, has or will receive any remuneration of any description from the CONSULTANT, either directly or indirectly, in connection with the letting or performance of this contract, except as specifically declared in writing.

7. CANCELLATION FOR CAUSE

CITY may cancel all or any part of this Contract if CONSULTANT breaches any of the terms herein or in the event of any of the following: Insolvency of CONSULTANT; voluntary or involuntary petition in bankruptcy by or against CONSULTANT; appointment of a receiver or trustee for CONSULTANT, or any assignment for benefit of creditors of CONSULTANT. Damages for breach shall be those allowed by Oregon law, reasonable and necessary attorney's fees, and other costs of litigation at trial and upon appeal. CONSULTANT may likewise cancel all or any part of this contract if CITY breaches any of the terms herein and be therefore entitled to equivalent damages as expressed above for CITY.

8. ACCESS TO RECORDS

CITY shall have access to such books, documents, papers and records of CONSULTANT as are directly pertinent to this contract for the purposes of making audit, examination, excerpts and transcripts.

9. FORCE MAJEURE

Neither CITY nor CONSULTANT shall be considered in default because of any delays in completion of responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the party so disabled provided the party so disabled shall within ten (10) days from the beginning such delay notify the other party in writing of the causes of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation.

10. NONWAIVER

The failure of the CITY to insist upon or enforce strict performance by CONSULTANT of any of the terms of this Contract or to exercise any rights hereunder shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon such terms or rights on any future occasion.

11. ATTORNEY'S FEES

In the event suit or action is instituted to enforce any of the terms of this contract, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorney's fees at trial or on appeal of such suit or action, in addition to all other sums provided by law.

12. APPLICABLE LAW

The law of the State of Oregon shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it.

13. CONFLICT BETWEEN TERMS

It is further expressly agreed by and between the parties hereto that should there be any conflict between the



terms of this instrument and the proposal of the CONSULTANT, this instrument shall control and nothing herein shall be considered as an acceptance of said terms of said proposal conflicting herewith.

14. INDEMNIFICATION

CONSULTANT agrees to indemnify and hold harmless the City of Dunes City, its Officers, and Employees against and from any and all loss, claims, actions, suits, reasonable defense costs, attorney fees and expenses for or on account of injury, bodily or otherwise to, or death of persons, damage to or destruction of property belonging to city, CONSULTANT, or others resulting from or arising out of CONSULTANT's negligent acts, errors or omissions in the supply of goods or performance of services pursuant to this Agreement. This agreement to indemnify applies whether such claims are meritorious or not; provided, however, that if any such liability, settlements, loss, defense costs or expenses result from the concurrent negligence of CONSULTANT and The City of Dunes City this indemnification and agreement to assume defense costs applies only to the extent of the negligence or alleged negligence of the CONSULTANT.

With regard to Professional Liability CONSULTANT agrees to indemnify and hold harmless CITY, its officers and employees from any and all liability, settlements, loss, reasonable defense costs, attorney's fees and expenses arising out of CONSULTANT's negligent acts, errors, or omissions in service provided pursuant to this Agreement; provided, however, that if any such liability, settlements, loss, defense costs or expenses result from the concurrent negligence of CONSULTANT and the City, this indemnification and agreement to assume defense costs applies only to the extent of negligence of CONSULTANT.

With respect to Professional Liability, CONSULTANT reserves the right to approve the choice of counsel.

15. BUSINESS LICENSE

Prior to commencing work in the City of Dunes City, CONSULTANT shall obtain a city business license.

16. STANDARD OF CARE

The standard of care applicable to CONSULTANT's services will be the degree of skill and diligence normally employed by CONSULTANTs performing the same or similar services at the time CONSULTANT's services are performed. CONSULTANT will re-perform any services not meeting this standard without additional compensation.

17. NO THIRD PARTY BENEFICIARIES

This contract gives no rights or benefits to anyone other than the CITY and CONSULTANT and has no third party beneficiaries.

18. SEVERABILITY AND SURVIVAL

If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability shall survive termination of this Agreement for any cause.

19. COMPLETE CONTRACT

This Contract and its referenced attachments constitute the complete contract between CITY and CONSULTANT and supersedes all prior written or oral discussions or agreements. CONSULTANT services are defined solely by this Contract and its attachments and not by any other contract or agreement that may be associated with this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first written above.

City of Dunes City, a Municipal Corporation

BY: \_\_\_\_\_  
Lila Timmons, City Administrator      Date

ATTEST:

CONSULTANT:

\_\_\_\_\_  
Date

By: KAC

Printed Name: Kevin A. Cronin Date: 04/09/25

Title: Owner, WCCC

## INTERGOVERNMENTAL AGREEMENT

**BETWEEN:** Lane Council of Governments (LCOG), an organization of governments within Lane County, Oregon

**AND:** The City of Dunes City (AGENCY), a unit of local government of the State of Oregon

**EFFECTIVE DATE:** Per Attachment A

### RECITALS

- A. ORS 190.010 provides that units of local government may enter into agreements for the performance of any and all functions and activities that any party to the agreement, its officers, or agents have the authority to perform.
- B. Provision of services for the remuneration specified in this agreement will mutually benefit the parties to it.
- C. AGENCY and LCOG desire to enter into an agreement on the terms and conditions set forth herein and in Attachment A where-in LCOG will provide the services described in this agreement and Attachment B.
- D. Attachments A and B are attached hereto and incorporated herein by reference.

### AGREEMENT

- 1. Services to be Provided. LCOG agrees to provide technical services to AGENCY as outlined in Attachment B.
- 2. Duration. The agreement term shall be effective on the date set forth in Attachment A as the effective date and shall continue until the date set forth in Attachment B as the final date of the agreement, or until terminated pursuant to Paragraph 4 below.
- 3. Compensation. AGENCY shall pay LCOG upon receipt of an invoice, which shall be issued quarterly unless agreed to by the parties. The invoice will be based on the hourly rate for LCOG personnel plus any direct expenses associated with the work performed. The total cost of this agreement shall be as set forth in Attachment A.
- 4. Termination. Upon thirty days' prior written notice delivered to the persons designated in Attachment A to receive notice, either party, without cause, may terminate its participation in this agreement.
- 5. Amendments. This agreement may be modified or extended by written amendment signed by both parties.
- 6. Administration. Each party designates the persons set forth in Attachment A as its representative for purposes of administering this agreement. Either party may change its designated representative by giving written notice to the other as provided in paragraph 13.
- 7. Records/Inspection. AGENCY and LCOG shall each maintain records of its costs and expenses under this agreement for a period of not less than three full fiscal years following completion of this agreement. Upon reasonable advance notice, either party or its authorized representatives may from time to time inspect, audit, and make copies of the other party's records.

8. Indemnification. To the extent allowed by the Oregon Constitution and the Oregon Revised Statutes, each of the parties hereto agrees to indemnify, defend, and save the other harmless from any claims, liability or damages including attorney fees, at trial and on appeal, arising out of any error, omission or act of negligence on the part of indemnifying party, its officers, agents, or employees in the performance of this agreement.
8. Insurance. Each party working under this agreement is either a subject employer under the Oregon Worker's Compensation Law and shall comply with ORS 656.017, which requires each to provide Worker's Compensation coverage for all its subject workers, or is an employer that is exempt under ORS 656.126.
9. Subcontracting. LCOG shall not subcontract its work under this agreement, in whole or in part, without the AGENCY's prior written approval. LCOG shall require any approved subcontractor to agree, as to the portion subcontracted, to comply with all obligations of LCOG specified in this agreement. Notwithstanding the AGENCY's approval of a subcontractor, LCOG shall remain obligated for full performance of this agreement and AGENCY shall incur no obligation to any subcontractor.
10. Assignment. Neither party shall assign this agreement in whole or in part, or any right or obligation hereunder, without the other party's written approval.
11. Compliance with Laws. LCOG shall comply with all applicable federal, state, and local laws, rules, ordinances, and regulations at all times and in the performance of the work.
12. Notices. Any notices permitted or required by this agreement shall be deemed given when personally delivered or upon deposit in the United State mail, postage fully prepaid, certified, return receipt requested, addressed to the representative designated in paragraph 6. Either party may change its address by notice given to the other in accordance with this paragraph.
13. Integration. This agreement embodies the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein. This agreement shall supersede all prior communications, representations or agreements, either oral or written, between the parties.
14. Interpretation. This agreement shall be governed by and interpreted in accordance with the laws of the state of Oregon.

15. Signatures.

LANE COUNCIL OF GOVERNMENTS:

CITY OF DUNES CITY:

By: \_\_\_\_\_

By: \_\_\_\_\_

Brendalee S. Wilson, Executive Director

Jamie Mills, City Administrator

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

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

ATTACHMENT A  
SPECIFIC TERMS AND CONDITIONS

EFFECTIVE DATE: April 10, 2019 (If none specified shall be the last date for a signature affixed to the Agreement)

STARTING DATE: April 10, 2019 (If none specified shall be the last date for a signature affixed to the Agreement)

ENDING DATE: (If none specified shall be valid until terminated or notice services no longer required is received by LCOG.)

TOTAL COST OF AGREEMENT (Not to Exceed): \$5000 in any given fiscal year (If no ending date is specified, or if the services specified in Attachment B are of an ongoing, recurring nature the total cost is to be read as the total in any given fiscal year cost).

NOTICES: The party designated to receive notice for purposes of administering this agreement shall be:

**ATTACHMENT B  
WORK PROGRAM:**

On request of AGENCY LCOG shall provide the following Services:

Planning services, both current planning in response to applications, and long term planning with regard to corrections and updates to Codes and Plans, and related technical services (mapping, etc.).

**Ordinance No. 270**

**AN ORDINANCE AMENDING CHAPTER 91 OF THE DUNES CITY CODE OF ORDINANCES REGARDING NUISANCES; REPEALING ORDINANCE NO. 252; AND OTHER MATTERS RELATING THERETO.**

**WHEREAS**, on December 15, 1986, the City Council of Dunes City adopted Ordinance No. 108, which established Chapter 91 within the Dunes City Code of Ordinances entitled “Nuisances” and;

**WHEREAS**, on May 12, 2005, the City Council of Dunes City adopted Ordinance No. 176, amending Ordinance No. 108 in various ways; and

**WHEREAS**, on May 8, 2019, the City Council of Dunes City adopted Ordinance No. 252, amending Ordinances 220 and 251 in various ways; and

**WHEREAS**, the City Council of Dunes City adopted Ordinance No. 219, entitled “Code Enforcement” which, among other things, establishes an abatement process to be used by the City under Chapter 36 of Dunes City Code; and

**WHEREAS**, the City Council of Dunes City wishes to amend its nuisance provisions to make them less restrictive on Dunes City residents and easier to administer;

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

**Section 1.** Chapter 91 of the Dunes City Code is hereby amended to read as follows:

**TITLE IX – GENERAL PROVISIONS**

**CHAPTER 91 – NUISANCES**

Section

§ 91.01 Purpose and Process

§ 91.02 Definitions

§ 91.03 Nuisances Declared

§ 91.04 Animals

§ 91.05 Nuisances Affecting Public Health & Safety

§ 91.06 Vegetation and Vision Obstructions

§ 91.07 Fences

§ 91.08 Buildings and Structures

§ 91.09 Dangerous Excavations

§ 91.10 Nuisances Affecting the Public Peace

§ 91.11 Chronic Nuisance Property

§ 91.12 Code Enforcement

**§91.01 Purpose and Process**

The purpose of this chapter is to protect the public health and safety and to improve the aesthetics of the City by eliminating health and safety hazards and prohibiting or restricting conditions and actions that adversely impact the beauty and livability of the City. The nuisance process described in this Chapter is intended to abate ongoing conditions, which is to lessen, reduce, or remove such conditions. But some nuisances may be of short duration, and the civil infraction process may be used to impose sanctions on those responsible for the nuisance, whether or not the nuisance abatement process is also used.

**§ 91.02 Definitions**

- A. Fence means a barrier intended to prevent escape or intrusion or to mark a boundary. A fence may consist of wood, metal, masonry, plastic, or similar materials, or a hedge or other planting arranged to form a visual or physical barrier.
- B. Inoperable Vehicle means any vehicle which has no current valid state vehicle registration, or which cannot be moved without being repaired or dismantled, or which is no longer usable for the purposes for which it was manufactured.
- C. Person Responsible means the person responsible for abating a nuisance includes the owner, the person in charge of property as defined in this section, and the person who caused a nuisance, as defined in this Chapter or another ordinance of the City, to come into or continue in existence.
- D. Public Place means a building, place, or accommodation, whether publicly or privately owned, open and available to the general public.
- E. Screened and Fenced means surrounded by a fence to prevent unauthorized entry into an area and effectively screened from view from public rights-of-way and adjacent properties.
- F. Street means the area within the right-of-way improved for vehicular travel, including bike lanes and motor vehicle travel lanes.
- G. Vermin means wild or feral animals normally considered to be pests such as rats, mice, feral cats, raccoons, and possums.

**§ 91.03 Nuisances Declared**

The following actions or omissions are declared to be nuisances.

- A. The acts, conditions, or objects specifically enumerated in this Chapter or designated a nuisance by City code or ordinance.
- B. Violations of the zoning ordinance and any failure to comply with a condition of a land use approval.



- C. Violation of any ordinance imposing health, safety, or sanitary standards for housing.
- D. Real property where chronic unlawful activities occur, or where those chronic unlawful activities result from the use of the real property.

#### **§ 91.04 Animals**

- A. No person may permit an animal or bird owned or controlled by the person to be at large if the animal or bird is known to be afflicted with a communicable disease or is a dangerous animal.
- B. No person may permit livestock or poultry to run at large within the City nor permit any barn, stable, chicken coop or other similar structure to cause an odor noticeable at the property line of the property.
- C. No person may permit any fowl or animal carcass owned by him or under his control to remain upon the public streets or places, or to be exposed on private property, for a period of time longer than is reasonably necessary to remove or dispose of such carcass.
- D. No person shall scatter or deposit any food or other attractants on public or private property with the intent of attracting and/or feeding wild animals. This subsection does not apply to birdseed held in receptacles that are reasonably designed to avoid access by wild animals.

#### **§ 91.05 Nuisances Affecting Public Health and Safety**

No person may permit or cause a nuisance affecting public health or safety.  
Nuisances affecting public health or safety include, but are not limited to:

- A. Privies and Improperly Functioning Septic System.  
An open vault or privy, cesspool, or improperly maintained septic tank that causes odor or improper disposal of wastes. Portable privies placed on a temporary basis in connection with construction projects or temporary events in accordance with the State Board of Health regulations are not nuisances, and portable privies placed with City approval are not nuisances.
- B. Debris
  - 1. Accumulations of debris, rubbish, manure, junk, and other refuse located on private property or right-of-way that is not removed within a reasonable time. A reasonable time for materials that can be disposed of through normal solid waste collection is one week. A reasonable time for other materials is 30 days.
  - 2. Unprotected garbage or refuse. Garbage or refuse stored or allowed to remain outdoors other than in receptacle that provides protection from weather and animals, including garbage or refuse that overflow from trashcans or dumpsters. A trashcan or dumpster will be considered to be overflowing if the lid cannot be fully closed because due to the accumulation of garbage. For purpose of this section, construction waste is not considered garbage or refuse.

- C. Junk Machinery, Junk Vehicles, and Inoperable Vehicles.  
More than one piece of Junk machinery, junk vehicle, and/or inoperable vehicle that are not removed within 30 days. Junk machinery, junk vehicles, and inoperable vehicles within an enclosed building and those that are screened and fenced on the premises.
- D. Stagnant Water.  
Stagnant water which affords a breeding place or drinking source for mosquitoes, insects, and other insect pests on private property.
- E. Water Pollution.  
Pollution of a body of water, surface water, groundwater, well, spring, stream or drainage ditch by sewage, industrial wastes or other hazardous substances placed in or near such water without necessary permits in a manner that will cause harmful material to pollute the water.
- F. Odor.  
Premises that are not properly maintained so that they are in a state or condition that causes an offensive odor.
- G. Smoke, Fumes, Cinders, and Dust.  
Dense smoke, noxious fumes, gas, soot, cinders, or dust in unreasonable quantities and not associated with cooking. Reasonableness shall take into account the purpose of the action resulting in the smoke, fumes, soot or cinders and the availability of alternatives.
- H. Properties Declared "Unfit for Use."  
Property placed on the Oregon Health Division "unfit for use list" because it has been used for the manufacture of illegal drugs and that has not been issued a "Certificate of Fitness" by the Oregon Health Division.
- I. Unsafe Buildings.  
No person shall permit a building owned by the person to be in an unsafe condition, as defined in the building code of the State.
- J. Appliances and Containers.  
No person may leave an abandoned, unattended or discarded appliance or similar container which has a door with a snap lock or lock or other mechanism which may not be released for opening from the inside, without first removing the lock or door.
- K. Littering.
  1. Discarding or depositing any rubbish, trash, garbage, debris, litter or other refuse upon the land of another without permission of the owner, or upon any right-of-way, park, or other public property, other than in a receptacle intended for refuse collection, and then only if the receptacle is intended for public use or with the permission of the person in charge of the receptacle.
  2. Draining, or causing or permitting to be drained, sewage or the drainage from a cesspool, septic tank, recreational or camping vehicle waste holding tank, or other contaminated source, upon the land of another without permission of the owner, or upon any public way.
  3. Discarding any lighted tobacco product, matches, or other lighted material.

**§91.06 Vegetation and Vision Obstructions**

The following things, practices, or conditions on any property are nuisances

- A. Grass, thistles, cockleburrs, weeds, or scotch broom greater than eight inches in height or taller are a fire hazard. The City shall have discretion to not enforce this section based on the totality of circumstances, including the type and location of the property, whether the property is appropriately left in a natural state, whether the property has even been cleared without appropriate measure to prevent invasive plant species, and other similar factors.
- B. Dead, decaying, or unsafe trees or tree limbs that present a safety hazard to the public or adjacent property.

**§91.07 Fences**

- A. No person may construct or maintain a barbed-wire fence or allow barbed wire to remain as a part of a fence along a public way. Fences that include barbed wire above a level at least six feet above ground level and placed and maintained by a governmental entity for the purpose of public safety or security are exempt from this section.
- B. No person may install, maintain, or operate an electric fence along a street, or along the adjoining property line of another person.
- C. Improperly maintained fences are nuisances. A fence is improperly maintained if components are missing or loose, or the fence is sagging, leaning or otherwise not in good repair.

**§ 91.08 Buildings and Structures**

- A. An improperly maintained building or structure is a nuisance. An improperly maintained building is one that is an obviously dilapidated state, such as a building or structure that has:
  - 1. A substantial amount of missing siding, roofing or other component. A building with a temporary covering such as a tarp or plywood for more than 30 days is considered to have missing siding or roofing.
  - 2. Has missing windows, doors, or screens that are not properly attached or that do not properly close.
- B. The purpose of the outdoor lighting standards are intended to produce efficient, effective, attractive outdoor lighting that is appropriate to the need and prevents glare. The standards are designed to:
  - 1. Provide for nighttime safety, utility, security and productivity while conserving energy and other resources.
  - 2. Minimize glare, light trespass and light pollution.

3. Curtail the degradation of the nighttime environment to enhance citizens' enjoyment and protect the natural cycles of plants and animals that require darkness at night in order to thrive.

4. *Applicability of Outdoor Lighting Standards.* The installation of outdoor lighting fixtures shall be subject to these lighting standards.

5. *Shielding.* All lighting fixtures shall be "cutoff" and additional shielding shall be required, as necessary, to direct the light within the boundaries of the development site. Fixtures for exterior illumination of signs, including signs attached to a building, shall be top-mounted as well as shielded to aim the light downward on the sign only.

6. *Prohibited Types of Lights.* Decorative lasers, continuously flashing lights and searchlights are prohibited. Dunes City is an Intrinsically Dark Area and Low Ambient Light Area, high pressure sodium lights, mercury vapor lights, and flood lights are prohibited, except when used to illuminate walkways and bike paths in compliance with applicable standards.

7. *Exemptions to Lighting Standards.* The following lighting fixtures are exempt from meeting these lighting standards:

- a. Lighting on Public Streets owned and operated by Lincoln PUD.
- b. A lighting fixture that does not exceed 1,500 lumens when the light is directed within the boundaries of the development site.
- c. Emergency lighting.
- d. Lighting fixtures that must conform with federal or state regulations, such as airport runway lights, TV and radio transmission towers, telecommunication towers and railroad lights.
- e. Holiday lights and decorations in place during the period between November 15 and January 15, except such lights shall not cause excessive glare that creates a public safety hazard.
- f. Temporary lighting installed for permitted temporary activities.
- g. Lighting for governmental flags.
- h. Temporary lighting necessary for construction sites.

Low Ambient Light Areas shall consist of land zoned R-1 Low Density Residential, R-1.5 Rowhouse, R-2 Medium Density Residential, C-1 Commercial, PL Public Land, or Open Space, unless determined to have a high level of nighttime activity and any other zone not specifically listed. These areas are discouraged from providing lighting except where it is desirable to illuminate walkways, bike paths, parking lots or other areas to be used after dark. Where lighting is to be provided for all areas except parking lots, the following standards shall apply:

1. Walkways or pathways shall be illuminated to a minimum average maintained luminance of .3 foot-candle and not to exceed a maximum average-maintained luminance of .9 foot-candle.
2. Any other lighting fixtures not illuminating walkways, bike paths, or parking lots shall be designed to direct light downward, and light sources shall have an initial output of no more than 1,500 lumens.

3. *Parking Lot Lighting.* Parking lot lighting shall be designed to provide the minimum lighting necessary to ensure adequate vision and comfort in parking areas, and not to cause glare or direct illumination onto adjacent properties or streets. Parking lot lighting shall comply with the following standards:
- a. All lighting fixtures serving parking lots shall be cut-off fixtures as defined by the Illuminating Engineering Society of North America (IESNA) and as defined in this land use code.
  - b. Areas designated as parking or passive vehicle storage areas shall be illuminated in accordance with the requirements for parking areas suggested elsewhere in this section.
  - c. Light fixtures shall include cut-off fixtures, and shall be located, mounted, aimed, and
  - d. To the extent practicable, lighting fixtures shall be directed downward (i.e. below the horizontal) rather than upward.

#### **§91.09 Dangerous Excavations**

No owner or person in charge of property shall allow an excavation with a depth of four (4) feet or more and a top width of twelve (12) inches or more to be unguarded in the absence of suitable barriers, with warning lights or area lighting to be provided during hours of darkness.

#### **§ 91.10 Nuisances Affecting The Public Peace.**

No person shall produce or permit to be produced, with a sound producing device, sound which:

- 1. When measured at the boundary of the adjacent property, the source of the sound exceeds:
  - a. 50 dBA between the hours of 10 p.m. and 7 a.m.
  - b. 80 dBA between the hours of 7 a.m. and 10 p.m.
  - c. 90 dBA between the hours of 7 a.m. and 6 p.m. for construction, and landscaping companies.
  - d. Except during storm cleanup, power outages, disaster response or any other emergency response.

#### **§ 91.11 Chronic Nuisance Property**

Any real property within the City that becomes a chronic nuisance property is in violation of the Chapter and subject to remedies.

A. Chronic nuisance property means:

- 1. Property upon which the owner or person in charge of property permits three or more separate incidents listed below to occur within any 30-day period, or five or

- more separate incidents listed below within any 90-day period, at least one of which separate incidents must have resulted in a fine;
2. Property, the use of which has a causal relation to three or more separate incidents listed below occurring within any 30-day period, or five or more separate incidents listed below within any 90-day period, at least one of which separate incidents must have resulted in a fine, and all of which occurred within 100 feet of the boundary line of the subject property; or
  3. Any combination of separate incidents as specified in Subsection (A)(1) or (A)(2) above which amounts to three or more separate incidents listed below occurring within any 30-day period, or five or more separate incidents listed below within any 90-day period, at least one of which separate incidents must have resulted in a fine.

**§ 91.12 Code Enforcement**

**See Code Enforcement Chapter 36 of Dunes City Code.**