



October 2, 2024 ~ 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**

- A. If I Were Mayor contest
- B. City Emails
- C. New Administrative Assistant – Terry Franklin

6. **Citizen Input on Items Not Discussed in Public Hearing**

*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. Our City Administrator is taking notes of action, as needed.*

7. **Old Business**

- A. Pothole Repair..... Discussion/**Action Item**
- B. Codification..... Discussion/**Action Item**

8. **Public Hearing**

- A. Conditional Use Permit Application..... Discussion/**Action Item**

9. **New Business**

- A. Deliberation and Decision: CUP Application..... Discussion/**Action Item**
- B. CLPUD Franchise Agreement..... Discussion/**Action Item**

10. **Work Session**

- A. Code Enforcement Discussion

11. **Executive Session – None**

11. **For the Good of the Order**

12. **Adjournment**

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.



IF I WERE MAYOR...

2024-25 STUDENT CONTEST

The Oregon Mayors Association and your city invite you to enter the "If I Were Mayor..." Contest

Share your creative ideas about what you would do as mayor.

Local winners are entered into the state contest for a chance to win a prize worth \$500!



LOCAL CONTEST DEADLINE: _____

CONTEST RULES

- All submissions must be accompanied by a completed entry form. All forms for students under the age of 18 must be signed by the student's parent or guardian.
- Only one submission per student and one student per entry will be accepted at the state level.
- Previous statewide winners may participate, but are not eligible to receive a prize in the same category they previously won in. They are eligible to receive a prize in a new category.
- State level submissions become property of the Oregon Mayors Association (OMA).
- OMA retains the right to publish state-level entries along with the names and likeness of each student.
- League of Oregon Cities (LOC) employees and dependents are not eligible to enter.

Posters - take a photo and save as a PNG, JPEG, or PDF file



- Open to students enrolled in grades 4 & 5 or being home-schooled at the same grade level for the 2024-25 school year.
- Students are encouraged to be creative and may use any art medium (paint, felt pens, colored pencils, pastels, crayons, 3D art, etc.).

Essays - formats allowed: Word, PDF, PowerPoint



- The essay contest is open to students enrolled in grades 6-8 or being home-schooled at the same grade level for the 2024-25 school year.
- Essays must be 500-1,000 words in length and typed.

Digital Media Presentations - formats allowed: MP4 or online video format



- Open to students enrolled in grades 9-12 or being home-schooled at the same grade level for the 2024-25 school year.
- Presentations must be one to three minutes in length and may be submitted via email.

First-place statewide winners will receive their prizes during the OMA Summer Conference, to be held August 14-16, 2025 in Baker City at the Geiser Grand Hotel.

CONTACT US

For more information about the state contest please contact Angela Speier at aspeier@orcities.org.

For more information about your local city contest, please contact your city at: _____



CONTEST INFORMATION

Here's How It Works . . .

First, each mayor promotes a **local contest** by the same name to select one local winner in each of the three categories:

- **Elementary School** (grades 4 – 5) – Poster (Photo of poster can be PNG, JPEG, or PDF files)
- **Middle School** (grades 6 – 8) – Essay (Word, PowerPoint, or online essay format)
- **High School** (grades 9 – 12) – Digital Media Presentation (MP4 or online video format)

Examples of winning entries from previous years for each category can be viewed at www.oregonmayors.org. Additional instructions for each of the categories are also available on the website.

Each mayor can design the local contest as they decide but do be aware of **the deadline of April 11, 2025** for the statewide competition. A sample flyer and entry form will be sent electronically to each city's manager/administrator/recorder and mayor for customization and reproduction in September 2024.

Ideas for Local Contests

- Identify local prizes to be awarded by the city and paid for by the city for the local winners. Mayors are encouraged to identify local sponsors for additional exposure and prizes.
 - Cash award or gift card
 - Lunch with the mayor and/or shadow the mayor for a day
 - Article in local newspaper, city newsletter and/or city's website
- Increase participation in the contest by promoting it in a variety of ways.
 - City newsletter
 - Local newspapers
 - Visiting local schools
 - Announcing at city council meetings
 - Announcing at local service club meetings (Chamber, Rotary, etc.)
 - Youth organizations such as the scouts and after school programs

Statewide Competition Rules & Parameters

Once your local contest is complete, submit no more than one winner from each category – elementary, middle, and high school (three total) – to Angela Speier at OMA by the **deadline of April 11, 2025** to be eligible for the statewide competition.

- Previous statewide winners may participate, but are not eligible to receive a prize in the same category they have previously won in. However, they are eligible to receive a prize in a new category.
- One person per entry.
- Local winning submissions **must be received by April 11, 2025** to be considered in the statewide competition.
- Statewide winners are determined by OMA's Student Contest Selection Committee, comprised of mayors from across the state.
- The mayors of students who win in the statewide competition will be notified in May 2025. It is the responsibility of the mayor to notify the winners. The mayors of students who do not win will not be notified.
- First-place statewide winners and their parent(s) will be recognized at an awards luncheon held during the **OMA Summer Conference in Baker City at the Geiser Grand Hotel on August 16, 2025**. Staff will contact parent(s) of statewide winners in June to arrange travel to the conference.
- Prizes for first, second, and third-place winners of the statewide competition are dependent on funding available. Prizes in 2024 included \$500.00 for first-place winners, \$300.00 for second-place winners and \$100.00 for third-place winners.
- First-place winners will be recognized by a press release sent to the local media, an acknowledgment in the OMA quarterly newsletter, and on the OMA website.
- Posters and other statewide contest entry materials become the property of the OMA when submitted.

Local winning submissions may be emailed
by **April 11, 2025** to Angela Speier | aspeier@orcities.org
OMA, 1201 Court St. NE #200 Salem, OR 97301

Questions? Contact Angela Speier at (503) 588-6550 or aspeier@orcities.org

“If I Were Mayor...”
2024-25 OMA Student
Contest
OFFICIAL ENTRY FORM

Judging Criteria

(This form must accompany EVERY contest entry)

Judging of the local contest will be conducted by your city officials or other persons appointed by the mayor. A panel of Oregon mayors will judge the statewide entries. In selecting the winners, the judges will consider:

- ✓ *Creativity* – Does the student demonstrate curiosity and originality?
- ✓ *Clarity/Sincerity of Thought* – Is the submission well thought out and organized?
- ✓ *Proper Use of Grammar* – Does the submission contain proper spelling, grammar and punctuation?
- ✓ *Subject Relevancy* – Are the major points relevant to the role of a government leader? Does the student demonstrate an understanding of municipal government and the job of mayor?

PLEASE PRINT CLEARLY - Fill in EVERY blank – One person per entry

Student Name: _____ **Grade:** _____

Home address: _____

City/State/Zip: _____

School: _____ **Sponsoring teacher:** _____

Parent/Guardian Name: _____

Email address: _____ **Daytime phone:** _____

Signature of parent/guardian: (*Required for students under age 18*): _____

Verification Statement: I hereby verify that the student whose name appears on this entry form produced the work submitted.

Signature of teacher or parent/guardian: _____

Print name: _____ **Relationship:** _____

Student’s Last Name: _____ **City Represented:** _____

Submissions must be accompanied by a completed entry form and be received no later than:

(LOCAL entry deadline date)

Send questions and/or electronic submission to:

(CITY email address to send entry to)

Coast Pavement Maintenance Inc.
 PO Box 923
 North Bend, OR 97459 US
 (541) 297-0392
 Office@coastpavement.com
 www.coastpavement.com



Estimate

ADDRESS

City of Dunes City
 PO Box 97
 Westlake, OR 97493

ESTIMATE # 3550M

DATE 08/20/2024

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Asphalt Repairs CLOUD 9 -- Cut and remove approximately 1483 sqft of asphalt and compact add 3" of new asphalt and compact to grade	1	14,088.50	14,088.50
	Asphalt Repairs DAVIS WAY-- Cut and remove approximate 728 sqft compact to grade and add 3" of new asphalt and compact to grade	1	6,916.00	6,916.00
	Asphalt Repairs FORD WAY -- Cut and remove approximately 980 sqft compact to grade and add 3" of new asphalt and compact to grade	1	9,310.00	9,310.00
	Asphalt Repairs PARKWAY DRIVE- Cut and remove approximately 144 sqft compact to grade and add 3" of new asphalt and compact to grade	1	1,512.00	1,512.00

Thank you for your business,
 Coast Pavement Maintenance, Inc.

TOTAL

\$31,826.50

Accepted By

Accepted Date

We will Meet or Beat Any Other Pricing! Ask for Details!

Lila Timmons

From: doug@djmillerinc.com
Sent: Friday, September 20, 2024 8:54 AM
To: recorder@dunescityor.com
Subject: RE: Dunes City

Lila,

The paving numbers that I've been seeing put the project in the 100k range. Although it is less money per square foot than the original proposal, it still is a lot of money. I am willing to commit to the 100k and try to save money if possible, but the paving companies are reluctant to fix a cost based on the known conditions at each site. If this puts the project out of reason, I understand. But if you want to pursue it further, let me know. I don't think October is too late to get it done.

Sincerely,

Doug Miller

DJ Miller Construction, Inc.

92089 Marcola Road
PO Box 760
Marcola, OR 97454
(541) 601-2793 cell

From: Lila Timmons <recorder@dunescityor.com>
Sent: Thursday, September 19, 2024 11:25 AM
To: 'Doug Miller' <doug@djmillerinc.com>
Subject: RE: Dunes City

Perfect.

Thank you.

From: Doug Miller <doug@djmillerinc.com>
Sent: Thursday, September 19, 2024 11:07 AM
To: Dunes City Recorder <recorder@dunescityor.com>
Subject: Re: Dunes City

We have not purchased materials yet. I will have a proposal to you tomorrow. I haven't been able to get any commitments other than October at this point.

Doug

On Thu, Sep 19, 2024, 10:48 AM Lila Timmons <recorder@dunescityor.com> wrote:



municode codification

POWERED BY CIVICPLUS

Codification, Supplementation, and Online Code Hosting Services

City of Dunes, OR

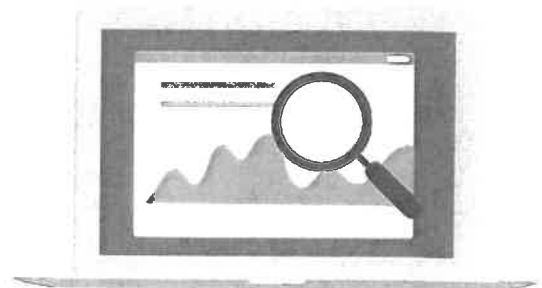
PRESENTED BY:

J.R. Riley, Legal Account Executive

Contact

850-696-7012

JRiley@civicplus.com



Codification

During the codification process, the attorney assigned to your project will organize and examine all ordinances and code-related material in order to produce a code of ordinances that is free from conflicts and inconsistencies and conforms to state statutes. Your codification attorney will be available to consult with you and your staff at any time during the codification process. This personal dialogue ensures that your code will accurately reflect the intent of your ordinances and the unique needs of your community. The complete process is outlined below, followed by the scope of services for supplementation and online hosting of your new code.



Codification Process

1. **Ordinances** – Only legislation of a general and permanent nature, passed in final form by you, as set forth in this proposal, will be included in the code. All material that we receive will be acknowledged via e-mail to establish a record of included ordinances. Legislation not of a general and permanent nature is not included as part of the code and does not need to be provided to us. Notations can be added in the code to reference legislation adopted by reference, if elected.
2. **Attorney Analysis and Review of Material** – Your codification attorney, along with their team of legal editors, proofreaders, and indexers will be assigned to this project. Our legal team will research legislation permanent in nature submitted by you to ensure conformity with state statutes and to determine if there are any inconsistencies or conflicts within the legislation itself. If requested, we will suggest a structure and organization for the code and provide a table of contents indicating the recommended structure.
3. **Page Format Options** – Based on our experience codifying legislation for thousands of customers, we have devised a standard style that has proven time and again to provide the most user-friendly and readable code for staff and residents alike. We will provide our Style Guide which outlines this effective style and layout. Any deviations from this style will add time and cost to your project. Please reach out for additional information.
4. **References** – We will provide state statutes references within the code. Editorial notes will be provided as appropriate. Internal cross references within the code will be hyperlinked in the online version.
5. **Legal Memorandum** – We will provide you with a user-friendly Legal Memorandum containing all our analyses and recommendations. This memorandum will reflect our attorney’s Legal Review and will provide you with recommendations to remove conflicts and inconsistencies; delete obsolete provisions; conform to state statutes, when appropriate; and ensure compliance with your charter (if included in the project). This approach facilitates collaboration and dissemination among departments, thus making the process as easy for you as possible.
6. **Conference** – Within 45 days of your receipt of the Legal Memorandum, we will conduct a conference via either telephone or webinar to review the Legal Memorandum and our recommendations. All interested personnel may be included, but your attorney and clerk are essential. Issues discovered during the legal research will be discussed at the conference, with the goal of the conference being to come to agreement on any required changes. Your attorney has the final decision-making authority for



resolution of issues brought up at the conference or noted in the Legal Memorandum. Up to three hours is included in the contract with additional hours available for purchase.

7. **Editing and Proofreading** – Our team will edit the text of your code to reflect proper grammar and stylistic consistency. We will not reword any provision that changes the substantive intent of the code unless you approve the revision. However, non-substantive revisions to improve readability are a part of the process. We will proofread your code. The text will be reviewed for sense and structure and to ensure the implementation of the decisions by your attorney and our attorney.
8. **Index, Graphics, and Tables** – Our team will create a hierarchical, subject matter Index (if elected) and all tables (contents, ordinance disposition, etc.) for your code as necessitated by the materials provided. We will insert the graphics you have provided into the printed and electronic versions of the code.

The following tables will be created and are included in the quoted cost: supplement history table, code comparative table, and ordinance history table. An additional hourly charge applies for creation, modification, addition, or updating of any table or schedule (including traffic and fee tables or schedule) other than those enumerated above.

Tabular matter, defined as algebraic formula, or other materials that require special programs or extra editorial time to modify and prepare for inclusion can also be reviewed and included for an additional charge.

9. **Post Conference Code Draft** – After editing and proofreading, one post-conference code draft (Proofs) incorporating solutions captured in the Legal Memorandum and agreed upon at the legal conference will be delivered to you for final review prior to printing and shipping. You will have 30 days to review and provide any needed corrections. We guarantee typographical correctness. Any errors attributable to our team will be corrected at no charge during the term of this agreement. Any new legislation adopted after the code draft is provided will be held for your first supplement unless you would like to add it to the project for an additional charge.
10. **Sample Adopting Ordinance** – Our attorney will provide a sample adopting ordinance upon completion of the codification.
11. **Printing and Binding** – We will print your new code on high quality acid-free paper, with an SFI (Sustainable Forest Initiative) certification. These copies will be housed in heavy duty, three-post leatherette binders (with four color choices), name-stamped on the front and spine of each binder. Divider tabs for each major section of the code and index (if elected) will also be provided.

Your Role

Your participation in the Scope of Services for Codification of the code is anticipated to be as follows:

- Provide all ordinances and code material in an editable, electronic format, preferably Microsoft Word format.
- Provide images, graphics, and tabular matter, preferably in original electronic format.
- Be available to answer any questions from the codification attorney conducting the project.
- Attend the conference to discuss the findings of the Legal Memorandum.
- Work with the codification attorney to resolve the findings of the Legal Memorandum.
- Determine the desired formatting and style of the new code.
- Return the draft code within 30 days with any revisions noted.
- Adopt the new code.





Codification Timeline

STEP 1	Immediately	CUSTOMER sends signed contract and all applicable material. CIVICPLUS acknowledges contract, provides a Disposition List of all ordinances/material received.
STEP 2	Within 2 Weeks	CIVICPLUS provides a project introduction letter outlining all phases of the project and all material received to date. CUSTOMER confirms CivicPlus has all applicable materials.
STEP 3	Within 6-10 Months	CIVICPLUS submits Legal Memorandum. CUSTOMER attorney reviews Legal Memorandum and prepares questions/comments for conference. CIVICPLUS hosts Legal Memorandum conference.
STEP 4	Within 45 Days	CUSTOMER attorney and other interested officials meet virtually with CivicPlus to discuss issues of concern noted in the Legal Memorandum and come to an agreement on the implementation of recommended changes.
STEP 5	Within 2-4 Months	CIVICPLUS submits final code draft. CUSTOMER reviews code draft, and returns it to CivicPlus within 30 days, with all corrections noted for final implementation and publication.
STEP 6	Within 3-5 Months	CIVICPLUS delivers final code and model adopting ordinance. CUSTOMER adopts code and provides CivicPlus with a copy of the officially enacted adopting ordinance. CivicPlus ships the code and publishes code online via our Online Code Hosting system. Supplementation begins anew with Supplement No. 1.

MEETING DEADLINES

The time frame for completion of the codification project is within 15 to 24 months from our receipt of all relevant material in an editable, electronic format and excepting any delays occasioned by your submission of the material or return of the draft code. More time would need to be added to this project timeline if the materials provided must be converted to an editable, electronic format as well as incurring additional fees. Adhering to an established schedule of deadlines is critical to the success of this project and will ensure the contents of the Legal Memorandum remain current and complete at the time the code is adopted and published. Legislation added to the project must be approved and received prior to the established cutoff date.

To ensure a successful project completion, it is important that a conference is held to discuss the findings of the Legal Memorandum within 45 days of its receipt, and that the subsequent code draft we provide be returned within 30 days with any revisions noted. Following the delivery of the final code draft for customer proofing, any extensive changes requested in the code content, and/or any material added to the code that was not previously contemplated, will be subject to an additional code draft update fee. Further, if the code draft is not returned within 30 days, additional update fees may apply.











Supplementation Services

Our supplementation process has been designed for timeliness, efficiency, simplicity, and most of all, for our customers' convenience. Supplements will be provided on your chosen schedule, and you will be billed on an annual basis. Color printing and an increase in the desired number of supplement hard copies may result in an increase in the annual fee.

We pride ourselves on a turnaround time of 40 to 45 days for printed supplements and can provide our always-up-to-date electronic update services within 15 days. The online code is updated within three days after shipping the supplement; there is no additional fee for this service. Rush supplements will be assessed an additional one-time fee. A recent analysis of our printed supplement services indicated an editorial error rate of less than 0.1 percent, which is made possible by our attention to detail, ongoing communication with our customers, and strict quality control checks to ensure we continue to produce the best printed and electronic supplements available in our industry. Any errors attributable to CivicPlus during the preparation, printing, and maintenance of the code will be corrected at no cost. The printed supplement process is outlined as follows:

Supplementation Process

1. **Initial Receipt** – The receipt of the new legislation will be acknowledged within 24 hours. Our production support team will record the adoption date, effective date, and ordinance number(s). You will be advised promptly if any pertinent information is missing from your submission. Your material will then be immediately forwarded to our supplement team for codification. If our OrdBank service is elected (advance legislation service), the legislation will be posted online within 48 hours as a PDF under "adopted legislation not yet codified" at this time.
2. **Editorial Review** – Our editorial team will review all ordinances received to determine whether the ordinance should be included in your code; where the ordinance should be placed; whether the ordinance conflicts with your existing code format; what material should be removed from your existing code; whether history notes will be added; what tables will be updated; and whether the table of contents in the front of the code and at the chapter/title level should be amended. If any significant errors or numbering issues are noted, your editor will contact you for clarification. Our editorial team will make no substantive changes to your legislation; however, minor typographical errors will be corrected as part of the supplement process. Should the editorial, legal, or proofreading team find discrepancies in your ordinances, we will communicate with you promptly.
3. **Indexing** – If an Index is elected, your supplement will be sent to our indexing team, where new legislation is indexed and cross-referenced in all appropriate locations.
4. **Proofreading** – The proofreader assigned to your editorial team will then examine your supplement line by line to ensure editorial accuracy, code hierarchy, and layout and confirm that your supplement is grammatically correct and free of errors in spelling and capitalization. Finally, your supplement is examined line by line again to ensure that the improvements made by

Printed Supplementation Process	
	Submission of Materials
	Editorial Review
	Mark Up
	Indexing
	Proofreading
	Corrections
	Printing & Shipping
	Upload to the Internet



the editorial team are thorough and accurate. The original ordinance is compared with the newly added text to ensure editorial accuracy.

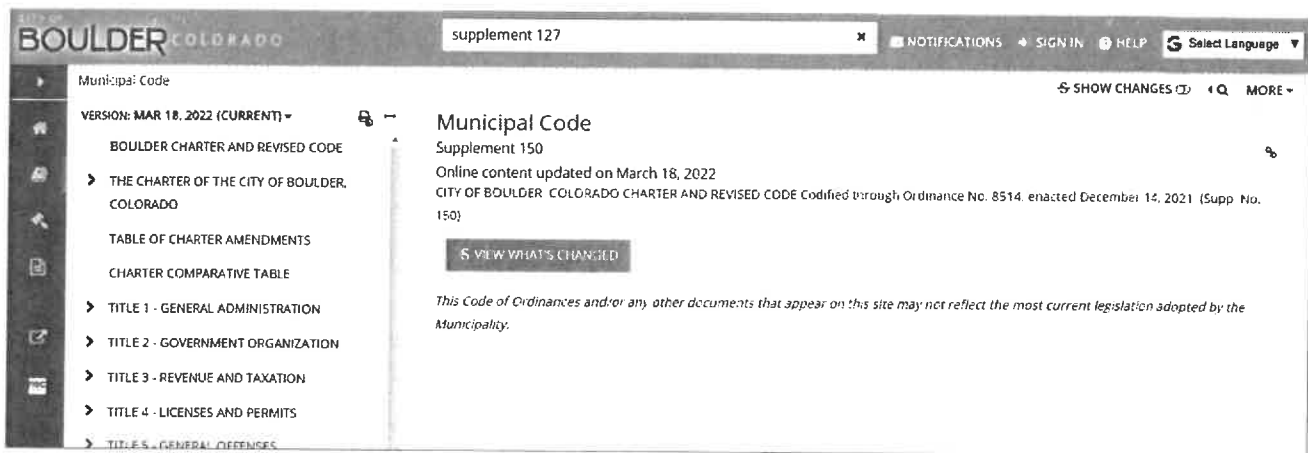
5. **Posting the Supplement Online** – After your supplement has been completed, your online code will be updated within one to three days, and we will provide any electronic products requested. You will receive a notification that the website has been updated via email. If our CodeBank Compare + eNotify service is elected, subscribers will be notified when the online code is updated. When your code is updated, all internal cross-reference links are updated on our Online Code Hosting system.
6. **Printing and Shipping** – We will print, cut, hole-punch, insert divider tabs (if elected), and ship your supplement to you per your elected schedule.

If you utilize OrdBank and a CivicPlus Agenda and Meetings Management solution, your newly adopted legislation will be posted on the landing page of your online code of ordinances within one minute of sending said legislation to CivicPlus. The history notes throughout your code of ordinances will also be automatically linked and associated to the meeting in which your newly adopted legislation was considered. If you are interested in learning more about our CivicPlus Agenda and Meetings Management solutions, please let me know.

Online Code Hosting

Our Online Code Hosting system is continuously enhanced and improved by our in-house team of Internet Technology professionals. It includes Standard and upgradeable Premium features, designed to provide a wide variety of additional capabilities for researching and navigating your code and preserving its history.

Our system is extremely user-friendly and requires no special training or login information. In addition, we offer a variety of on-demand video tutorials. We can also host a personalized training webinar for you and your staff to demonstrate our online features and capabilities before your new code goes live online.



Online Code Hosting Standard Features

Responsive Design – We designed our intuitive User Interface (UI) to provide easy access to our full suite of features from any device, including a tablet or mobile device running iOS or Android.

4-2-1. - Legislative Intent.

The purpose of this chapter is to protect the and welfare by requiring all persons to be licens offer for sale any alcohol beverage. The city cou city issue local licenses for sale of such beverag state law, and that the city's licensing requirem those for state licenses under state law.

Ordinance No. [8173 \(2017\)](#)

4-2-2. - City License to Sell Required.

[Share Link](#)

[Print](#)

[Download \(docx\)](#)

[Email](#)

[Compare](#)

Print/Save/Email – With delivery available in Microsoft Word or PDF format, users can share a link, print, download (as a Microsoft Word document), or email files at the section, article, or chapter levels or even non-sequential sections from multiple portions of your code(s).

Not all codification companies enable you to download Microsoft Word documents directly from the website. Being able to do so enhances your ability to draft new legislation.

Social Media Sharing – You and your users can share code sections via Facebook and Twitter. This functionality makes it easier for you and your team to utilize social media to engage your community and enhance your level of transparency.

Browsing – Online Code Hosting provides a persistent breadcrumb trail when browsing or searching and a Previous/Next button at the top and bottom of any document you're viewing. The table of contents and content pane also sync as you scroll to deliver the most intuitive reading experience possible.

Ease of Navigation – Our collapsible table of contents, continuous next-hit feature, and internal and external hyperlinking and cross-referencing features simplify and enhance the navigation of your online code, allowing your staff and residents the capability of simultaneously searching your code, ordinances, minutes, resolutions, budgets, and more.

Searching – Our powerful search engine allows users to easily search the code using keywords or phrases and print, download, or email any portion of your code. Search starts on a dedicated page, then moves to a persistent right-hand sidebar as you cycle through the

The screenshot shows the Hometown, FL online code hosting interface. At the top, there's a search bar with 'animals' entered. The breadcrumb trail reads: Hometown, FL > Florida - Code of Ordinances, ... > PART I - GENERAL ORDINANCES > Chapter 6 - ANIMALS. The main content area displays 'Chapter 6 - ANIMALS[1]' with a table of contents on the left and search results on the right. The table of contents includes sections like 'ARTICLE I. - IN GENERAL', 'ARTICLE II. - DOGS', and 'ARTICLE III. - CEMETERIES'. The search results on the right show 'Results for animals' with a list of relevant sections, including 'Chapter 6 - ANIMALS', 'Sec. 6-8. - Animals in vehicles', and 'Sec. 6-3. - Duties of animal control officer'.

results, which enables a user to quickly move through search results and view results simultaneously. The section also indexes your code, returning more accurate, granular results. Search results can be sorted by relevance or book order.

- **Advanced Searching** – Conduct searches using Natural Language (think Google) or Boolean Logic, including simple or advanced searches supporting stemming, wildcards, proximity searches, and a global synonym list.
- **Multiple Publications** – Multiple publications (e.g., code, zoning) incorporated into the Online Code Hosting system will be searchable from one interface.
- **Narrow Searching** – Search terms can be applied to the entire code or narrowed within specific chapters or sections with the ability to sort results by relevance or book order.
- **Stored Searching** – Online Code Hosting allows all search result listings to be bookmarked under your browser’s bookmark tabs; users need only conduct a search and press Ctrl+D to add the search result listing to your browser’s tabs.
- **Searchable Ordinances** – With our OrdBank service, ordinances posted pre- and post-codification are full-text searchable.
- **Search All Content Types** – If you use our OrdBank or MuniDocs service, you can search any combination of your code, ordinances, and MuniDocs simultaneously; Search results are labeled for easy identification.

Internal Cross-Reference Linking – Cross-references within your code are linked to their respective destination article, chapter, or section.

Mouseover (clue tips) – Navigate to your code, and any linked cross-reference will quickly display in the pop-up preview window.

Collapsible TOC – The table of contents collapses, providing additional real estate with which you may view your code. Easily view your maps, graphs, and charts by enlarging the item.

Translation – Google Translate allows users to view our hosted codes in over 100+ languages.

Static Linking – Copy links of any section, chapter, or title to share via email or social media.

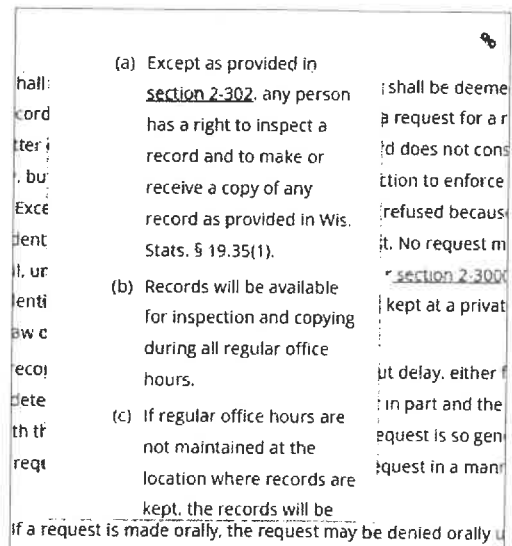
Scrolling Tables and Charts – Headers stay fixed while you scroll through the table/chart.

GIS – We can provide a permalink to any code section and assist staff in creating a link from your GIS system to relevant code sections.

In-line Images and PDFs – We take great care to ensure that your images match online and in print and are captured at the highest quality possible. Our online graphics can be enlarged by hiding the table of contents to maximize the image. CivicPlus can also incorporate PDFs of certain portions of the code that have particular viewing and layout requirements.

Public Notes – Post public notes or documents within the online code to inform residents about current issues pertinent to any specific section of your code.

Website Accessibility – The User Interface and all HTML content viewed via our Online Code Hosting System’s web application are WCAG 2.1 Level AA compliant. While we take several steps to improve the accessibility of PDF documents uploaded to the Online Code Hosting System, we cannot guarantee full ADA compliance of PDF documents. If a fully ADA compliant PDF document is uploaded to our Online Code Hosting System, it will remain compliant while stored in our system. Each PDF document uploaded to our system is OCR scanned and document title, primary language, and other PDF metadata fields, and base level of tags for screen readers are set.



Hosting and Security – Our tech stack includes HTML5 and CSS3, Javascript (AngularJS), and a RESTful API written in C# running on .Net Core. All content is rendered in standard HTML and is viewable in all modern browsers, including PC: Microsoft Internet Explorer 10 or later, Firefox 3.6 or later, macOS®: Safari™ 5.0 or later, and Chrome 18 or later. We host our Online Code Hosting System in Microsoft’s Azure Government secure cloud environment and guarantee an SLA of 99.95 percent uptime. SSL encryption is used by default to secure access to the site, and the entire system is backed up to multiple geographic locations within the Azure Government cloud ecosystem.

Support – Phone, email, and web support for residents and staff: 24-hour email response; phone support from 7 a.m. to 8 p.m. CT. We offer a variety of video tutorials, and we are always available to host a personalized webinar for you and your staff to demonstrate our online features.

There are multiple premium features available to enhance your staff and residents’ experience using and searching through your code – most available for purchase in our Premium Bundle or à la carte.

Premium Features

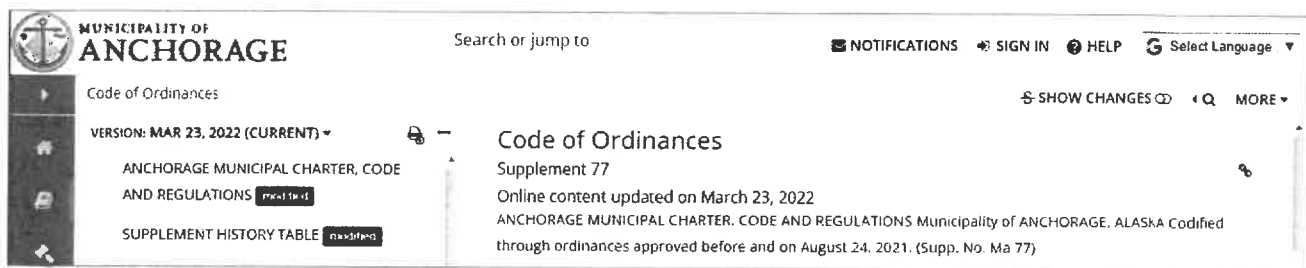
We recommend our **Premium Bundle** for the most transparent and feature-rich code possible at the best cost savings. The bundle includes our annual online code hosting and maintenance service along with each of the following features:

- Custom Banner
- CodeBank
- CodeBank Compare + eNotify
- OrdBank
- MuniPRO Service

OrdLink and MuniDocs can be added to a **Premium Bundle**, if desired.

Summary of All Premium Features

Custom Banner – We can customize the look and feel of your code to match your website more closely.



CodeBank – Our CodeBank feature provides an online archival system for previous supplements of your code. Empower your staff and residents to access every previous code version with one click.

CodeBank Compare + eNotify – Our CodeBank Compare service is a powerful feature that allows users to select a past version of your online code and compare it to any other version. The differences will be shown via highlights (added material) or strikethrough (deleted material). Users will be notified of the changes in the table of contents and within the text of the code via “modified,” “new,” or “removed” badges. Users can also select an option to view all of the changes in a single view, complete with strikethrough and highlights showing the specific textual changes made. In addition, the CodeBank Compare service will show all amendments to your code that were implemented during the most recent update. Please note that the CodeBank feature is required to access CodeBank Compare.

The screenshot displays the Municipality of Anchorage CodeBank interface. On the left, a sidebar lists various sections under the heading "VERSION: MAR 23, 2022 (CURRENT)". The main content area shows the details for section 16.100.030, titled "Contents of application for license; transfer of license." The text includes sub-sections A and B, detailing requirements for ambulance service licenses and the ability to change license household types. A "SHOW CHANGES" button is visible at the top right of the content area. The right sidebar lists other sections with "New" or "Modified" badges.

Get Notified

Fill out the form below to receive an email notification every time we receive new ordinances or the selected publication is updated online.

Email
Enter email

Professor
Select One

Publications

- Code of Ordinances
 - CODE OF THE CITY OF ARVADA, COLORADO
 - SUPPLEMENT HISTORY TABLE
- Part I - CHARTER
- Chapter 1 - GENERAL PROVISIONS
- Chapter 2 - ADMINISTRATION
- Chapter 6 - ALCOHOLIC BEVERAGES

CLOSE

Our eNotify service allows users to enroll online and receive email notifications each time the online code is updated. Please note that the CodeBank Compare feature is required to utilize the eNotify service.

OrdBank – With our OrdBank solution, newly adopted, amendatory legislation will be posted online between supplements. Upon completion of your supplement, the ordinances will be linked in your history notes and stored in your OrdBank Repository under the “OrdBank” tab. All ordinances for codification and all ordinances for linking via our OrdBank feature can be emailed to us at municodeords@civicplus.com.

Arvada, Colorado · Chapter 102 - UT · ARTICLE II - WATER · DIVISION 6. - WATER · Sec. 102-161. - R. SEARCH MORE

VERSION: DEC 30, 2021 (CURRENT) 🔍

- DIVISION 5. - SEWAGE
- ▼ DIVISION 6. - WATER FEES AND RATES
 - Sec. 102-161. - Residential water fees within city.
 - Sec. 102-161.5. - Residential water fees within the Jefferson Center Metropolitan District, the Leyden Rock Metropolitan District, the Leyden Ranch Metropolitan District, and Candelas Filings 2, 3, 4 and designated properties in

latest edition of the AWWA Manual M22, "Sizing Water Service Lines and Meters," which is hereby adopted by reference, justifies the change. Calculations so made will be submitted to the Utilities Director for review and approval.

(Code 1981, § 33-77; Ord. No. 2574, § 1, 11-21-1988; Ord. No. 2671, § 14, 10-16-1989; Ord. No. 2763, § 3, 11-5-1990; Ord. No. 2823, § 11, 7-1-1991; Ord. No. 2931, § 10, 10-19-1992; Ord. No. 2938, § 1, 12-14-1992; Ord. No. 3127, § 10, 10-24-1994; Ord. No. 3202, § 5, 8-7-1995; Ord. No. 3223, § 7, 10-23-1995; Ord. No. 3262, § 9, 4-15-1996; Ord. No. 3297, § 1, 10-21-1996; Ord. No. 3403, § 15, 10-20-1997; Ord. No. 3489, § 1, 10-26-1998; Ord. No. 3560, § 3, 10-11-1999; Ord. No. 3650, § 1, 10-23-2000; Ord. No. 3722, § 1, 10-8-2001; Ord. No. 3773, § 1, 10-21-2002; Ord. No. 3839, § 1, 10-13-2003; Ord. No. 3920, § 1, 11-8-2004; Ord. No. 3969, § 1, 10-10-2005; Ord. No. 4027, § 1, 10-16-2006; Ord. No. 4099, § 1, 11-19-2007, eff. 1-1-2008; Ord. No. 4139, § 1, 11-17-2008, eff. 1-1-2009; Ord. No. 4184, § 2, 10-19-2009, eff. 1-1-2010; Ord. No. 4193, § 1, 1-11-2010, eff. 7-1-2010, 1-1-2011; Ord. No. 4361, § 1, 10-22-2012, eff. 1-1-2013; Ord. No. 4411, § 1, 10-21-2013, eff. 1-1-2014; Ord. No. 4465, § 1, 10-20-2014, eff. 1-1-2015; Ord. No. 4524, § 1, 10-19-2015, eff. 1-1-2016; Ord. No. 4571, § 1, eff. 1-1-2017)

Sec. 102-161.5. - Residential water fees within the Jefferson Center Metropolitan District, the Leyden

OrdLink – Before incorporating the ordinances into your code via supplementation, the OrdLink feature can hyperlink newly adopted amendatory ordinances to the amended code section. Linked sections are highlighted in the table of contents, and links are created from the amended sections to the new ordinances. Once the linked ordinances are incorporated into your code, they are added to your OrdBank repository and hyperlinked to your history notes. This service lets everyone know that new ordinances have been adopted. OrdLink must be purchased with OrdBank or as an addition to the Premium Bundle.

VERSION: JUL 29, 2021 (CURRENT) 🔍

IRVINE MUNICIPAL CODE

SUPPLEMENT HISTORY TABLE maximized

- CHARTER - CITY OF IRVINE
- ▼ TITLE 1 - GENERAL SERVICES Amended
 - ▼ Division 1 - GENERAL PROVISIONS Amended
 - Sec. 1-1-101. - How designated, cited.
 - Sec. 1-1-102. - Rules of construction, definitions.
 - Sec. 1-1-103. - Headings; catchlines of sections; history notes; etc.
 - Sec. 1-1-104. - Incorporation by reference.
 - Sec. 1-1-105. - Reference to Code, conflicts.

< TITLE 1 - GENERAL SERVICES Division 2 - CITY COUNCIL >

Division 1 - GENERAL PROVISIONS 🔍 📄 📧 📧

Amended by Ordinance No. 21-15

Sec. 1-1-101. - How designated, cited. 🔍 📄 📧 📧

This Code, which consists of administrative, criminal and regulatory ordinances of this City, shall be known as the "Irvine Municipal Code," and it shall be sufficient to refer to said Code as the "Irvine Municipal Code" in any prosecution for the violation thereof; it shall also be sufficient to designate any ordinance adding to, amending or repealing said Code as an addition to or amendment to or repeal of the "Irvine Municipal Code."

(Code 1976, § 1.A-101)

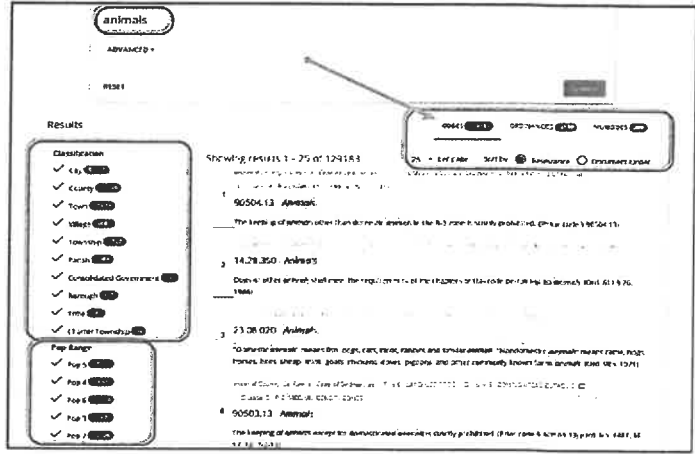
Charter reference— Codification of ordinances, § 402.

Sec. 1-1-102. - Rules of construction, definitions. 🔍 📄 📧 📧

In the construction of this Code and of all ordinances of this City, the following definitions and

MuniPRO Services – MuniPRO searching allows you to search the over 4,000 codes we host (the entire country, a single state, or individually selected codes of your choosing). MuniPRO searches are ideal for researching local regulations of interest or discovering how other communities are dealing with similar issues. In addition, MuniPRO provides subscribers with the following tools:

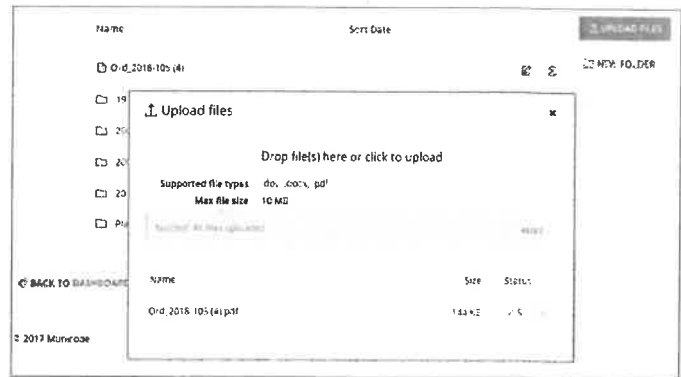
- **Multiple Code Search** – Search all codes within one state, multiple codes within one state, or search all codes in the U.S. hosted by CivicPlus; search results are sorted by relevancy and indicate the source publication, showing excerpts and keyword highlighting.
- **MuniPRO Saved Searches** – Save frequently used or complex searches for easy retrieval from the MuniPRO Dashboard.
- **MuniPRO Notes** – Create a note and attach it to any section in any publication; note icons are present when viewing the section, alerting the user to a previously written note; a global listing of notes can be accessed and managed from the MuniPRO Dashboard.
- **MuniPRO Drafts** – Begin a new ordinance draft to keep track of pending legislation.
 - Draft icons are present when viewing the section, alerting the user to a previously created draft.
 - A global listing of drafts can also be accessed and managed from the MuniPRO Dashboard.



MuniDocs – MuniDocs allows you to upload many types of documents to browse and search alongside your online code and is fully searchable and filterable. After users log in, they are presented with a dashboard that allows them to upload new documents and manage previously uploaded documents. When uploaded, users can pick from a list of predefined document types.

Uploading a document is as simple as dragging and dropping the document from your computer into the upload dialog box on the admin dashboard. Uploaded documents are immediately converted to PDF and indexed for search. Users may upload .rtf, .doc, .docx, and .pdf documents and organize these documents by nested folders. The public can then browse and search these documents immediately.

Your MuniDocs files can also serve as storage for archived ordinances within MuniDocs. Unlike our online OrdBank feature, these self-loaded archived ordinances will not be linked to the legislation within the online code.



Investment Proposal

CivicPlus can appreciate the monetary constraints facing our governments each day. To help ease these concerns and assist with budgeting and planning, our proposed project and pricing is valid for 90 days upon date received.

Codification

- Includes Zoning and Land Development with ordinance through September 2024
- 500 single column, 10-point font pages
- Receipt, review, and organization of materials
- Legal analysis and research by a codification attorney
- Legal memorandum by a codification attorney
- Up to three-hour virtual conference with attorney
- Implementation of approved legal findings
- Update state statutes references
- Editorial preparation, proofreading, page formatting, and indexing
- Insertion of tables and graphics
- Final proofreading, corrections, and quality control review
- Print three copies, including three post-stamped binders and tabs
- Sample adopting ordinance prepared by a codification attorney

Supplementation

- Supplementation of legislation permanent and general in nature (omitted legislation not included)
- Includes Zoning and Land Development
- Acknowledgment of material
- Editorial work, proofreading, and updating the index
- Updating online code upon completion of each supplement
- Printing up to three black and white copies per print schedule elected, includes instruction sheet and checklist of up-to-date pages
- Freight for supplements
- Images, graphics, and tabular matter
- Increase to Supplementation Plus to update your Code online on a bi-monthly basis (must select supplementation and supplementation plus)

Online Code Hosting

- Mobile friendly site with full functionality and optimal screen resolution on all devices
- In-line images with scrolling tables and charts
- Narrow, pinpoint, and advanced (including Boolean) searching
- Previous and hit buttons
- Persistent breadcrumb trail
- Print or save as formatted Word (DOCX)
- **Premium Bundle – Custom Banner, CodeBank, CodeBank Compare + eNotify, OrdBank, and MuniPro Service**



Investment	One-Time
Codification	\$11,950.00
Gender Neutralization (suggested)	\$500.00
Total One-Time	\$11,950.00
	Renewable
Supplementation	\$1,300.00
Online Code Hosting Premium Bundle (recommended)	1,195.00
Online Code Hosting (optional savings)	\$450.00
Total Annual Renewable	\$2,495.00

Standard Invoicing

Additional Fees

- Sales tax will be applied, if applicable
- Actual freight costs will be submitted for initial code delivery, but excluded from annual supplement cost
- Additional pages outside materials submitted for proposal, will be charged \$23.90 per-page changed in the code of ordinance before publication.

Invoicing

- An Initial Term shall commence upon contract signing and continue for **18 months**. Payments for the initial term shall be invoiced as follows:
 - 25% upon execution of agreement
 - 25% upon submission of the legal memorandum
 - 25% upon submission of proofs
 - Balance upon delivery of final code
 - Any additional costs will be billed separately, upon delivery
- The Initial Annual Recurring Services will be invoiced 18 months from the date of signing
- Subsequent Annual Recurring Services shall be invoiced annually on the anniversary date of the Initial Annual Recurring Services and will be subject to a 5% increase start of year 3.



Proposal as Non-Binding Document

A successful project begins with a contract that meets the needs of both parties. This proposal is intended as a non-binding document, and the contents hereof may be superseded by an agreement for services. Its purpose is to provide information on a proposed project we believe will meet your needs based on the information available. If awarded the project, CivicPlus reserves the right to negotiate the contractual terms, obligations, covenants, and insurance requirements before a final agreement is reached. We look forward to developing a mutually beneficial contract.

Optional Enhancements

We are confident in the ability of our proposed project to meet your main needs. However, we recommend the following options that could positively impact your experience and goals.

Optional Services & Tools	One-Time	Annual
Codification		
Gender Neutralization of code	\$500	N/A
Archival OrdBank, per ordinance	\$25	N/A
One additional hour of virtual conference with attorney	\$200	N/A
Creation, modification, addition, or updating of any table or schedule (including traffic and fee tables or schedules) not described as included.	Quote upon request	N/A
Supplementation		
Code in Microsoft Word (DOCX) (sent via email download)	N/A	\$175
Adobe PDF of the complete code (sent via email download)	N/A	\$175
Adobe PDF of each supplement (sent via email download)	N/A	\$175
State Statute Linking	\$75/hour	\$425
Additional copies, reprints, binders, and/or tab orders	Quote upon request	
Legal services, creation of fee schedules, gender neutral review/implementation, and/or external linking	Quote upon request	
Codifying a:	Quote upon request	N/A



- Complete replacement of complex subject matter such as, but not limited to, Zoning (or equivalent)
- New adopted full Chapter/Title Appendix
- Newly adopted term change legislation

The addition of Manuals, Policies, Procedures, Comprehensive Plans, Land Use, Unified Codes, Zoning (or equivalent).

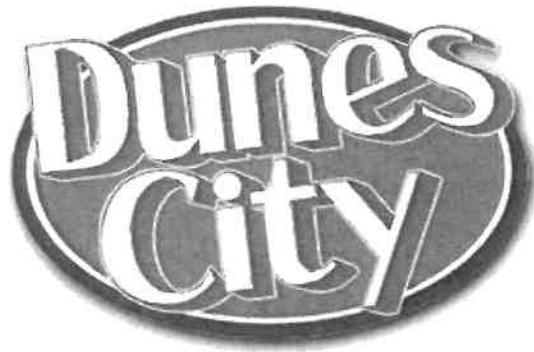
Quote upon receipt of material

Online Code Hosting

Online Code Hosting Only	N/A	\$450
Custom Banner	\$250	N/A
CodeBank	N/A	\$175
CodeBank Compare + eNotify	N/A	\$275
OrdBank	N/A	\$350
OrdLink (must be purchased with OrdBank)	N/A	\$175
MuniDocs – Upgraded capabilities to host any other municipal documents in a fully searchable format, including Minutes, Agendas, Resolutions, Budgets, and more for self-loading to the MuniDocs platform	N/A	<p>Up to: 25GB \$375.00 50GB \$675.00 75GB \$975.00 100GB \$1,375.00 Over 100GB – quote upon request</p>
MuniPRO Service – Search over 4,000 codes in our full-service codification library, save frequently used or complex searches, create notes to attach to any publication and draft new ordinances	N/A	\$500
Additional MuniPRO service licenses	N/A	\$110 each
Premium Bundle: Online Code Hosting, Custom Banner, CodeBank, CodeBank Compare + eNotify, OrdBank, and MuniPRO Service	N/A	\$1,195



Ordinance Recodification Proposal Dunes City, Oregon



American Legal
Publishing

American Legal Publishing
525 Vine Street, Ste 310
Cincinnati, Ohio 45202
[www. amlegal.com](http://www.amlegal.com)

Colleen T. Engle
Codification Consultant
cengle@amlegal.com
714.348.9529
cengle@amlegal.com

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Agreement.....	7
Sample Legal Review Report.....	attachment



September 9, 2024

Ms. Lila Timmons
City Administrator
P.O. Box 97
Dunes City, OR 97493

Dear Ms. Timmons:

Thank you again for reaching out to American Legal Publishing. Per our conversation, I have created the following cost estimate based on a 400 page municipal code. I have drafted the following cost proposal for the recodification (including a full legal review and report) of the Dunes City Municipal Code.

Our recodification process includes incorporating all permanent nature ordinances, creating an index and tables as needed, formatting the pages into a new typestyle, including single column print, and printing complete copies of the entire code book. It also includes a legal review and written report by one of our staff attorneys. The review will uncover inconsistencies between sections in the code and inconsistencies with the code and state and federal statutes. A sample legal review report is provided for your review.

American Legal Publishing is a full service codification company that is perfectly aligned to provide codification services to the City of Dunes City. As the publisher for villages, cities and counties nationwide, we have a thorough understanding of the work requirements for cities such as Dunes City. We are a partner with your League of Oregon Cities and was selected years ago to create a Basic Code for the State of Oregon. Our selection was based on their confidence in our services. American Legal Publishing has been a partner with your League of Oregon Cities for the past 15 years.

American Legal Publishing is a full-service codification firm that works with nearly 3,500 clients across the United States. Some of our clients across the country include Los Angeles, Chicago, Dallas, Boston, Philadelphia, New York and Honolulu.

Should you have any questions about the proposal, please do not hesitate to call me.

Best Regards,

Colleen T. Engle
Codification Consultant
cengle@amlegal.com
714.348.9529

2. BUSINESS PROFILE

American Legal Publishing 525 Vine Street, Ste 310 Cincinnati, OH 45202 PH: 800-445-5588 www.amlegal.com	Contract Manager: Ray Bollhauer, Esquire President rbollhauer@amlegal.com
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American Legal Publishing began as the codification division of the Anderson Publishing Company of Cincinnati in 1934. We became a separate corporation in 1979. In 2006, American Legal Publishing became an independent employee-owned corporation. Earlier this year, American Legal became a member of the International Code Council family of solutions. Our employees are self-motivated, knowing that the quality of each project enhances their future, as well as that of the government client.

- American Legal is the choice of the top cities in the country. We currently serve nearly 3,500 local government clients across the country. Our ability to service large clients (**New York, Los Angeles, Chicago, Philadelphia, Cleveland, etc.**), and yet provide excellent service and products to the smaller Villages, Towns, Cities and Counties across the nation, separates us from many other Codifiers.
- We are the codification consultants to the International Municipal Lawyers Association and have produced publications for numerous state municipal leagues.
- American Legal employs a highly skilled and professional staff, including 16 staff members with law degrees - the largest in the industry. The legal reviews that these attorneys are able to execute is what allows us to provide a high-quality product. Our editorial support staff consists of experienced editors skilled in the multiple disciplines required in providing codification services: editing, computer operation, proofreading and indexing. Our typical editor has a college degree in English or Law.
- American Legal offers a full-range of codification services, including:
 - Editing and updating municipal codes
 - Legal research/review and analysis of codes
 - Electronic media code publishing
 - Hosting of municipal codes on the Internet
 - Roberts Rules of Order 11th Ed. on media in a fully indexed search program
 - Meeting Minutes imaging and hosting online in a searchable format

- American Legal works quickly to put new codes online. We have the flexibility to update online and printed codes on any schedule our clients require, including as new ordinances are adopted.
- The hosted municipal codes located on our webserver are fully searchable and are easy for the general public to use, but also has advance features to assist legal professionals and city staff.
- The hosted municipal codes located on our webserver are available for use on **smartphones** and **tablets** such as **iPads**.
- American Legal is exclusively an ordinance codification company. It is our sole focus. We are dedicated to continual improvement of our expertise, procedures, product and staffing to ensure the premium level of service that has earned us the respect and business of America's premier cities and Municipal Associations. We are not distracted by other ventures. We do one thing, and we make every effort to do it as well as it can be done.

Municipal and County Leagues Affiliations

American Legal's commitment to quality has led to affiliations with Municipal and County leagues across the country. Municipal Associations across the nation seek our expertise in municipal law and government, our advanced technology programs, and our unsurpassed customer service. We are extremely proud that by allowing us to serve their members in their name, they show the greatest confidence in our services, reputation and integrity. We work hard every day to continue to earn that respect.

We serve as the Information Management Consultant to the following Leagues:

League of Wisconsin Municipalities
Ohio Municipal League

We serve as the Codification Consultant for the following:

League of Arizona Cities & Towns	Association of Arizona Counties
League of Oregon Cities	North Carolina League of Municipalities
League of Minnesota Cities	League of Nebraska Municipalities
Indiana Association of Cities & Towns	League of Kansas Municipalities

We work with the following Leagues to publish model or basic codes:

League of Nebraska Municipalities
South Dakota Municipal League
Virginia Municipal League
League of Minnesota Cities

We have produced publications for the following Leagues:

League of Wisconsin Municipalities
Virginia Municipal League
League of Oregon Cities

3. EXPERIENCE/QUALIFICATIONS

- (1) **Years in Business:** American Legal Publishing has been in the ordinance codification business since 1934 as part of the Anderson Publishing Company. We became a separate corporation in 1979. We became an independent employee-owned corporation in 2006 and are now part of the International Code Council..
- (2) **Size and Experience:** American Legal is the choice of the top cities in the country. We currently serve nearly 3,500 local government clients across the country. Our clients include the Cities of New York, Los Angeles, Chicago, Philadelphia, Cleveland, Boston, Albuquerque, Honolulu, San Francisco, and many others. We are the codification consultants to the International Municipal Lawyers Association and numerous state municipal leagues, **including the League of Oregon Cities.**
- (3) **Project Attorneys:** American Legal employs 16 attorneys, including the company President, Executive Vice President (Editor in Chief), the Vice President of Client Relations, and the Vice President of Major Client Services.

RAY G. BOLLHAUER - PRESIDENT

Qualifications:

- Manages American Legal's Client Relations and Contracts
- J.D., University of Cincinnati College of Law
- B.A., Economics, University of Cincinnati
- Past President and Trustee of local community Council
- Twenty years with American Legal
- Federal Bar member
- Presenter throughout the country regarding codification (Institute for Local Government Drafting Seminar at Tulane Law School; Milwaukee Bar Association, Ohio Municipal Clerks Association; Kent State Clerks Certification Program; League of Wisconsin Municipal Attorneys Association; North Carolina City and County Clerks Association at UNC; Arkansas County Clerks Association; Southwest Ohio Clerks Association; Ohio Municipal League; International Municipal Lawyers Association (New Orleans and Portland, OR); Queen City Chapter of the National Parliamentarians Association; and the International Institute of Municipal Clerks Association conferences)

AMY OAKS - SUPPLEMENT EDITING DIRECTOR

- Qualifications:*
- Experience in editing and overseeing production of thousands of supplements
 - B.A., English, Northern Kentucky University
 - Fourteen years with American Legal

Role: Oversee supplement editing

SARAH CRABTREE BAUER – DIRECTOR OF ELECTRONIC PUBLISHING

- Qualifications:*
- Manages American Legal’s CD-ROM and Internet publishing Department
 - Project manager for high level clients
 - B.A., English, Northern Kentucky University
 - M.A., English, University of Cincinnati
 - Eleven years with American Legal

Role: Responsible for production of online codes; primary technical contact for the city

Project Support Staff: American Legal employs 52 staff members. Our editorial support staff consists of experienced editors skilled in the multiple disciplines required in providing codification services: editing, computer operation, proofreading and indexing. Our typical editor has a college degree in English or Law.

4. DESCRIPTION OF SERVICES:

American Legal Publishing will:

- (1) Examine the city's prior code of ordinances and all ordinances or resolutions provided by the city and determine which materials are to be codified.
- (2) *Legal Review.* Utilize its staff of attorneys to review all materials to be codified and prepare a written report for the municipal attorney.
 - (a) The report may include notice of and suggestions for resolving the following:
 - Apparent conflicts with referenced state and federal statutes and administrative regulations;
 - Repealed, renumbered, or obsolete state and federal statutory citations;
 - Apparent conflicts with prominent federal case law; and
 - Internal discrepancies such as duplications, ambiguities, and obsolete terminology.
 - (b) Suggest new provisions which the city should consider including in the code, and suggest deleting old provisions which are no longer necessary.
 - (c) At the option of the city, hold a conference with municipal representatives to review the report. The city will not be billed for time of the American Legal staff attorney if it chooses this option, but will be billed for travel expenses.
- (3) Classify all ordinances and resolutions which are of a general and permanent nature into titles, chapters, and sections, according to subject matter.
- (4) Make changes to effect uniformity of style and to correct typographical and spelling errors, grammar, and usage. Substantive changes shall not be made in the wording of the ordinances. Suggestions for additions or changes in the ordinances will be submitted to the Municipal Attorney.
- (5) Prepare:
 - (a) Title, chapter, and section headings.
 - (b) A table of contents and sectional analysis for each chapter.
 - (c) A legislative history for each section, citing the ordinance number and date of passage, as indicated on copies of ordinances supplied to the Publisher.
 - (d) Statutory cross-references to sections of the state statutes and to other pertinent parts of the Code where applicable. These references shall appear at the end of the section to which they apply.

- (e) Tables of Special Ordinances listing chronologically those ordinances in certain subject areas that the city finds to be pertinent.
- (f) Parallel Reference Tables showing:
 - 1. The disposition of ordinances (in numeric sequence) included in the codification (Ordinance to Code).
 - 2. A listing of code sections based on state statutes (Statute to Code).
 - 3. A listing of prior code sections incorporated into the new code if applicable (Old Code to New Code).
- (g) An index (which will be created after the first draft of the Code is submitted).
- (6) Provide the city with model or sample ordinances when available and upon request, at no additional charge.
- (7) Deliver to the city, within 6 months from receipt of the materials deemed necessary by the Publisher to begin the codification (prior code, ordinances and new code questionnaire), one copy of a draft of the Code for the city's examination.
- (8) If necessary, hold a conference to make final corrections, additions, and deletions to the Code. The city will be billed for the travel expenses of the American Legal staff attorney. The city may present changes to pages of the draft at the conference. After the final conference, any further changes, additions, or deletions shall be made in the future supplements to the Code. When the draft, and any changes thereto made by the city, is returned to the Publisher, such return of the draft shall be deemed final authorization by the city to publish the Code as returned. If additional conferences are requested by the city which require the travel of a member of the staff of the Publisher, then the city shall be advised what the additional cost, if any, for such conference will be.
- (9) Deliver to the city, within 3 months of receipt of the corrected draft, up to 5 printed copies of the Code meeting the following specifications:
 - (a) Type to be single column, at the request of the city
 - (b) Page size to be 8½" x 11"
 - (c) Printed on high quality paper
 - (d) All copies to be in hard-covered, 3-ring, loose leaf binders. All binders shall have the city's name stamped in gold and shall contain divider tabs.
- (10) Provide a sample adopting ordinance to the city.

Web Hosting:

Post the Code online in a fully indexed searchable database. American Legal Publishing's technical team will convert the electronic version of the code documents into a fully indexed and searchable format. All of our codes contain an electronic table of contents and extensive hypertext linking (for the table of contents, cross-references, chapter analyses and title analyses). The fully indexed code will allow users to perform fast searches of the entire code at once. Typically PDF posted documents only allow chapter/title searches one by one and do not allow for synonym searches, which is a critical element to our searchable codes.

Users can search for words, phrases, section numbers – anything they want. Our codes also offer an electronic table of contents that allows users to navigate and browse the code, as well as a hypertext linking feature that allows users to connect or “jump to” related pieces of information (such as cross-references).

To assist city staff and private citizens in reaping the full benefits of the extensive search capabilities, American Legal has developed a convenient, online tutorial providing clear, simple instructions on making full use of our online database. This Web Demonstration video is conveniently located on our website at <http://www.amlegal.com/codification-services/electronic-publishing> Scroll to the bottom of the page and click PLAY.

American Legal's website with over 1100 codes for municipalities nationwide, allows users the ability to print, save and email material (such as one section, one chapter or an entire code) from our website with just a few clicks of the mouse. Users are also able to set links to specific chapters or sections of the code for faster, repeat lookups.

Future Supplements:

Online supplements. American Legal's editors can update the online Code as often as the city desires – including weekly or whenever new legislation is adopted and provided to American Legal. The online code will state on the front page what the most recent legislation is that has been included in the Code. Each section amended will include a history with the legislation number and adoption date.

Paper supplements. The printed version of the Code in loose-leaf format can be updated weekly as well, or on any other schedule chosen by the city, such as monthly, quarterly, every six months or annually. Supplements will include Instruction Pages with information on which pages in the Code are to be replaced.

New Legislation Online:

American Legal can post new ordinances on the internet with a link to the full text of the ordinance until they are incorporated into the Code. Ordinances can be linked in an Ordinance List or at the code sections they amend. Once the online code is updated, the list can be updated to remove ordinances from the list that have been incorporated into the code, or the ordinances can remain permanently.

Model Ordinance Service:

You can simultaneously search nearly 1100 municipal and county codes on our website for model language **at no cost**. You may search one code at a time, all codes in a state, or all online codes at once. And, it's all for free! Most codifiers do not provide this service to their clients.

Please note, that many other publishers permit a free search of only one code at a time, requiring a paid subscription to search multiple cities simultaneously. While they may offer to waive the subscription fee for city staff, your citizens (including law firms, developers, realtors, etc.) will be restricted to single code searches or forced to pay a subscription fee.

Our Web hosting service offers:

An on-line **Internet query template** that allows our clients to search ALL the Codes in our Internet collection.

An **ADA** alternative view and a **Mobile View** in addition to the standard online view.

A **Quick Search** feature, as well as an **Advanced Search** feature (with **Boolean** searching, exact phrase searching and other features) so that users can choose the type of search they want to perform.

A **specially-designed interface** that allows you to see the text of your document, the table of contents, the query dialog box, and a ranked hit list at the same time. Our specially-designed interface allows you to quickly and easily access the portion of the document you need to utilize (whether it's the table of contents, the search feature or the document itself). *We can also customize the look and feel of the site in case you want to develop a unique appearance for your document.*

Easy-to-use navigation options that allow you to move from search hit to search hit, and from document to document (both forward and backward) **without having to return to a results list to move to the next search find.** This feature is available in both the desktop and mobile view versions.

The ability to **print individual chapters or sections** of the document and the ability to **download** the document into numerous formats such as RTF (Word), PDF, HTML, EPUB and MOBI.

American Legal can appliles **Google Translate** features to the online Code Library.

Internal **hypertext links** to other sections of the code that are cross-referenced

5. INTERNET FEATURES

The American Legal Publishing Difference

Online Features:	Many features are included in current annual hosting fee at no additional cost	Price:
PC, Tablet, Smart Phone versions	Frames version for PC; ADA Compliant View and Mobile View available for mobile devices.	Included
Multiple Search formats	<ol style="list-style-type: none"> 1. Quick Search Box 2. Advanced Search Template 3. Boolean Search Field 	Included
Automatic Stem Searches (finds plurals of words)	<i>Dog finds dog and dogs</i> <i>Fence finds fence, fences, fencing and fenced</i>	Included
Synonym Searches	<i>Grass finds grass, turf, lawn</i> <i>Garbage finds garbage, litter, trash, rubbish</i>	Included
Continuous Next Hit feature	You can go through all hits without having to go back to the Results List for each chapter	Included
Search Results List	Advance searches lists results in order of relevancy; Quick searches lists results in order as found in the document	Included
Table of Contents expands and links to sections	View and navigate the TOC while also viewing code text and option to view TOC, Document and Search Results at same time	Included
Download text in multiple file choices from the web	Can download into RTF (for MS Word), HTML, TXT, PDF, MOBI and EPUB (can also use copy/paste feature)	Included
Email text in multiple file choices from the web	Can email text RTF (for MS Word), HTML and TXT (actually attaches text, not just a link to the code)	Included
Cross-references hyperlinked	Cross-references to other sections, including Penalty references are hyperlinked	Included
Color Graphics	Yes - if provided in color by the city	Included
Static Links to specific sections can be set	Ability to links to titles, chapter or individual sections in the code	Included

Scrolling tables - static header	The titles of table columns remain visible as you scroll through tables	Included
Limit searches to specific sections	Use TOC feature to limit search to chapters or sections (or expand search to other municipal codes)	Included
Electronic format	Online document flows uninterrupted; no page breaks or page numbers to interrupt the text	Included
Search over 1100 municipal codes	Free access to all codes we publish online; no need to subscribe to any service	Included
Translation into other languages	Apply Google Translate to the Code	Included
Online help features	Use online help features or contact our technical service reps via email or toll-free phone number	Included
OPTIONAL ONLINE SERVICES:		
Archive of prior versions of code online	Prior versions of the code may be hosted online for research purposes.	
New Ordinance List Service (Advance Legislation Notice)	Ordinances not yet codified listed with link to full text of ordinances(ordinances removed from list once they are codified)	
New Ordinance Notification	Notice posted at beginning of code section with link to ordinance that will amend that section (ordinances removed from code once they are codified)	
Comprehensive Ordinance List	New ordinances added to list of all ordinances codified and remain even after code is updated	
Ordinances History Links within code section histories	As new ordinances are added to the code section history list, links to the original ordinance can be set	
Definition Links	Defined terms in the code can be hyperlinked directly to their definition (See Cary, NC Land Development Ordinance)	

6. PRICING

American Legal Publishing proposes to recodify the Code of Ordinances for the City of Dunes City, OR at the following price:

I. Base Cost* \$9,890.

**The actual page count may vary from the estimate or you might add new ordinances during the codification process. If the page estimate is low, the cost will be higher than the initial base cost.*

Includes

1. Number of Copies of Dunes City's Code (includes binders and divider tabs) up to 5
2. Legal Analysis
 1. Research Internal Consistency
 2. Research State Law Consistency
 3. Legal and Editorial Research and Report
3. Special Features
 1. Tables of Special Ordinances
 2. Parallel References
 3. Comprehensive Index
 4. Tabular Matter (Tables, Charts, Graphs)
4. Estimated Number Of Pages
8 ½" x 11" Format
Single column (10 point type) 400 pages
5. Data converted to searchable electronic format Included
6. Phone and email support with American Legal Publishing Included

II. Variable Cost

- | | |
|---|-------|
| 1. Per Page Increase Rate
8 ½" x 11" Format
Single Column | \$19. |
| 2. Freight/Shipping
UPS Ground | TBD |

III. Time to Completion

- | | |
|---|------------|
| Number of Months until Draft | 3-6 months |
| Number of Months until Completed Code (after return of draft) | 1-3 months |

IV. Ongoing Services

- | | |
|---|------------|
| a. Supplement Service – legal edits, printed pages and online updates | |
| i. 8 ½" x 11" Format | |
| ii. Single-column | \$21/page |
| b. Code hosted on American Legal Publishing website | \$595/year |

V. Terms (can be budgeted over two fiscal years)

- i. Twenty percent (20%) due upon acceptance of this agreement.
- ii. Forty percent (40%) due upon receipt of the code draft
- iii. Balance 30 days after receiving delivery of the completed code.

Timeline



American Legal Publishing LLC
525 S. Vine Street, Ste 310
Cincinnati, Ohio 45202

City of Dunes City
P.O. Box 97
Dunes City, OR 97493

CODIFICATION AGREEMENT

September 9, 2024

The City of Dunes City, a municipal corporation in the State of Oregon ("Municipality") and the League of Oregon Cities ("League") and American Legal Publishing LLC, ("Publisher"), agree as follows:

I. THE PUBLISHER SHALL:

- (1) Examine the Municipality's Charter (if any), and prior code of ordinances (if any), and all ordinances or resolutions provided by the Municipality and determine which materials are to be codified.
- (2) Utilize its staff of attorneys to review all materials to be codified and prepare a written report for the municipal attorney.
 - (a) The report may include notice of and suggestions for resolving the following:
 - Apparent conflicts with referenced state and federal statutes and administrative regulations;
 - Repealed, renumbered, or obsolete state and federal statutes and administrative regulations;
 - Apparent conflicts with prominent federal case law; and Internal discrepancies such as duplications, ambiguities, and obsolete terminology.
 - (b) Suggest new provisions which the Municipality should consider including in the new code, and delete old provisions which are no longer necessary or which might be improper or unlawful.
 - (c) The review will not involve re-drafting of entire chapters by the Publisher. However, the Publisher will provide model ordinances to the Municipality upon request if available.
 - (d) At the option of the municipality, hold a manuscript conference with municipal representatives to review the report. The Municipality will not be billed for time of the American Legal staff attorney if it chooses this option, but will be billed for travel expenses.

Note: The review performed by the Publisher should not be considered as a substitute for the competent advice of your Municipal Attorney, especially based on his/her in-depth knowledge of the municipal practices and procedures, and American Legal Publishing is in no way assuming the role of attorney for the municipality. Land Use sections of the code are especially specific to the locality and are thus only subject to cursory review and comparison with the rest of the code.

- (3) Classify all ordinances and resolutions which are of a general and permanent nature into titles, chapters, and sections, according to subject matter.
- (4) Make changes to effect uniformity of style and to correct typographical and spelling errors, grammar, and usage. Substantive changes shall not be made in the wording of the ordinances. Suggestions for additions or changes in the ordinances will be submitted to the Municipal Attorney.
- (5) Prepare:
 - (a) Title, chapter, and section headings.
 - (b) A table of contents and sectional analysis for each chapter.
 - (c) A legislative history for each section, citing the ordinance number and date of passage, as indicated on copies of ordinances supplied to the Publisher.
 - (d) Statutory cross-references to sections of the state statutes and to other pertinent parts of the Code where applicable. These references shall appear at the end of the section to which they apply.
 - (e) Tables of Special Ordinances listing chronologically those ordinances in certain subject areas that the Municipality finds to be pertinent.
 - (f) Parallel Reference Tables showing:
 1. The disposition of ordinances (in numeric sequence) included in the codification (Ordinance to Code).
 2. A listing of code sections based on state statutes (Statute to Code).
 3. A listing of prior code sections incorporated into the new code if applicable (Old Code to New Code).
 - (g) An index (which will be created after the first draft of the Code is submitted).
- (6) Provide the Municipality with model or sample ordinances when available and upon request, at no additional charge.
- (7) Deliver to the Municipality, within 3-6 months from receipt of the materials deemed necessary by the Publisher to begin the codification (prior code, ordinances and new code questionnaire), one copy of a draft of the Code for the Municipality's examination.
- (8) If necessary, hold a conference to make final corrections, additions, and deletions to the Code. The Municipality will be billed for the travel expenses of the American Legal staff attorney. The Municipality may present changes to pages of the draft at the conference. After the final conference, no additional changes are to be made. Any further changes, additions, or deletions shall be made in the future supplements to the Code in accordance with III(3) of this

Agreement. When the draft, and any changes thereto made by the Municipality, is returned to the Publisher, such return of the draft shall be deemed final authorization by the Municipality to publish the Code as returned. If additional conferences are requested by the Municipality which require the travel of a member of the staff of the Publisher, then the Municipality shall be advised what the additional cost, if any, for such conference will be.

- (9) Deliver to the Municipality, within 3 months of receipt of the corrected draft, up to 5 printed copies of the Code and Charter meeting the following specifications:
 - (a) Type to be single column
 - (b) Page size to be 8½" x 11"
 - (c) Printed on high quality paper
 - (d) All copies to be in hard-covered, 3-ring, loose leaf binders. All binders shall have the Municipality's name stamped in gold and shall contain divider tabs.
- (10) Convert the recodified code to the American Legal online library format.
- (11) Provide a sample adopting ordinance to the Municipality.

II. THE MUNICIPALITY SHALL:

- (1) The Municipality will provide clear copies of all materials necessary to perform the codification, including an up to date copy of any previously published code of ordinances, copies of ordinances and pertinent resolutions not previously codified, and a completed New Code Questionnaire (provided by the Publisher). (If the Municipality provides meeting minutes to the Publisher to review for legislation contained therein rather than actual ordinances or resolutions, there will be an additional charge of \$45.00 an hour to extract ordinances or resolutions from the minutes for use in the new code.)
- (2) After receipt of the draft of the code and legal report described in paragraph I (2), the Municipality shall have 60 days to review the draft and report and to return to the Publisher its comments about the draft and its answers to the legal report. In the alternative, if the Municipality opts for the legal conference described in paragraph I (9), it must contact the Publisher within 60 days to set up a meeting date. The meeting, itself, need not occur within the same 60 day period. If the Municipality fails to either return its comments and answers to the legal report within 60 days or, if applicable, to set up a meeting date, the Municipality may request that the Publisher extend the deadline in writing. The Publisher may adjust the contract price to cover any increased costs due to the Municipality's delay.
- (3) The Publisher agrees to include in the final version of the Code all ordinances adopted by the Municipality up to the time the manuscript is originally due back to the Publisher under the provisions of (2) above. The Municipality agrees that any ordinances adopted after this date shall be included at the Publishers' supplement rates (as set out in paragraph III(3)(b)) at the time of the inclusion of these ordinances into the code.

- (4) (a) Pay to the Publisher for shipping of the final code order as a base price, the sum of \$9,890.00 for its services set out in Section I, payable as follows:

Twenty percent (20%) due upon acceptance of this agreement;
 Forty percent (40) due upon receipt of the code draft
 The balance 30 days after receiving final delivery of the printed Code books plus invoice.

- (b) The price above is based upon a code of the following number of pages according to the format option chosen by the Municipality. Should the final page count of the code and charter be more pages than this estimate, the base price will increase accordingly at the time of the final invoice:

FORMAT	NUMBER OF PAGES	INCREASE
8½" x 11" Single-column page	400	\$21. per page

- (5) Pay any invoices within 30 days of the invoice date. Invoices outstanding beyond the 30 day period shall be subject to a late payment equal to 1.5% of the unpaid balance per month, or part thereof.

III. OPTIONAL SERVICES.

The Municipality, by the initials of the person executing the agreement on its behalf, exercises the following options:

INITIAL

- (1) Code and Charter Format:

- (a) Single-column format

- (2) Five year supplemental service plan:

For a period of five years after delivery of the code:

- (a) The Publisher shall:

- Incorporate into the code new pertinent ordinances submitted by the Municipality.
- Revise or make additional entries to the table of contents, parallel reference tables, and index as necessary to reflect the incorporation of additional, changed or deleted material.
- Deliver to the Municipality, up to 5 printed copies of supplemental pages with an instruction sheet for directing the placement of the new pages in the code.

(b) The Municipality shall:

1. Provide a copy of ordinances or resolutions passed subsequent to publication of the previous code supplement;
2. Pay to the Publisher the sum of \$21. per page. This includes all legal editing on supplemental updates, printing of supplemental updates material and online code updates.

The prices above are for a five-year period and cannot be changed except for adjustments in the second, third, fourth, and fifth years of this agreement to reflect any decrease or increase in the United States Consumer Price Index calculable from the month of delivery of the Code.

If the code page contains an image (diagram, photograph, graph, etc.) or table, there is an additional \$10.00 per page charge.

(c) Upon completion of the five-year period, this agreement shall automatically renew itself from year to year except that either party may alter or cancel the terms of this agreement at any time upon ninety days written notice.

(3) Code Hosted on American Legal Publishing website \$595 per year _____

(4) Number of printed Code books (up to 5) # _____

OPTIONAL ONLINE SERVICES:	Price	Initial if Choosing
<p>New Ordinance List Service (Advance Legislation)</p> <p><i>Ordinances not yet codified are listed with a link to the ordinances (ordinances are removed from the list once they are codified)</i></p>	<p>\$125/yr + \$10/ordinance <i>or</i> \$300/yr for unlimited ordinances</p>	
<p>New Ordinance Notification</p> <p><i>Notice posted at beginning of code section with a link to ordinances that will amend that code section (ordinances are removed from code once they are codified)</i></p>	<p>\$10/ordinance linked (5 links included; \$2 per addit. link)</p>	
<p>Comprehensive Ordinance List</p> <p><i>Ordinances linked to list of all ordinances codified and remain even after code is updated</i></p>	<p>\$8/ordinance if hosted on city's website, or \$10/ordinance if hosted on ALP website; additional \$50/year hosting fee with annual increase of \$15</p>	
<p>Ordinances History Links within code section histories</p> <p><i>Ordinances linked in section history following a code section as new ordinances are added to the code</i></p>	<p>\$8/ordinance if hosted on city's website, or \$10/ordinance if hosted on ALP website</p>	
<p>Definition Links</p> <p><i>Popup box with definition appears when hovering over a term that is defined in the code</i></p>	<p>\$75/hour</p>	
<p>Searchable desktop version</p> <p><i>Searchable version of the code can be provided for desktop/ PC use offline</i></p>	<p>\$50</p>	

<p>Archive of prior code versions and Comparing different versions</p> <p><i>Prior versions of the code hosted online for research purposes, including creating a compared document</i></p>	<p>Annual code updates: \$50/yr;</p> <p>2 - 4 code updates per year: \$100/yr;</p> <p>More than 4 code updates per year: \$250/yr</p>	
<p>Custom Website Banner</p> <p><i>Government seal or logo posted at code site</i></p>	<p>\$25 for seal/logo on front page; \$100-950 for banner</p>	

Meeting Minutes online in searchable database	Price	Initial if Choosing
Setup fee to create database	\$250	
Per page fee	\$1 per page if provided from city to ALP in electronic format such as PDF or MS Word (min. fee \$10 per update)	
Hosting fee	\$250/year + 3% increase in subsequent years	

IV. TRANSMITTAL AS OFFER.

The transmittal of this Agreement to the Municipality is an offer by the Publisher to perform the stated services at the prices and terms referenced within the Agreement. This offer will expire if not executed by the Municipality by July 31, 2025, unless such date is extended in writing by the Publisher.

IN WITNESS WHEREOF the parties to this contract have hereunto set their hands on the date(s) indicated:

CITY OF DUNES CITY, OREGON

AMERICAN LEGAL PUBLISHING L.L.C

By _____

By _____

Title _____

Title _____

Date _____

Date _____



**DUNES CITY PLANNING COMMISSION
STAFF REPORT / FINDINGS OF FACT/RECOMMENDATIONS**

Planning Commission Meeting Date: September 26, 2024

Property Owner/Applicant: Fred and Marci Wahl

Request: Request for Conditional Use Permit for a property line adjustment between one lot larger than the minimum 1 acre size and one less than the minimum that will stay under the one acre size minimum.

Property Location(s): 83583 Clear Lake Rd and 83605 Clear Lake Rd

Assessor's Map / Tax Lot(s): 19-12-23-40 Tax Lot 00401, and 00502

Zoning: Residential (R-1) District

Land Use Plan Designation: Residential

FEMA Flood Hazard Zone: X - Areas determined to be outside of 500-year flood
A - Areas determined to have at least 1% chance of flooding

Staff: Lila Timmons/City Administrator

I. INTRODUCTION

On June 24, 2024, Dunes City received an application for a Property Line Adjustment, by Mr. Rob Ward, from NorthWest Land Surveying Inc. City Administrator, Lila Timmons, advised Mr. Rob Ward that, for the properties involved a Conditional Use Permit would be required since one property is less than one acre in size and would remain less than one acre after a property line adjustment. (See Dunes City Code Chapter 155.4.3.210 – Transfer of Property.) In addition, the Conditional Use Permit application would be processed according to Chapter 155.4.4 (Conditional Use Permits) using a Type III Quasi-Judicial approval process pursuant to Chapter 155.4.1.6.

On June 24, 2024, Mr. Ward provided two preliminary site plans showing the before and after for the proposed property line adjustment.

In a phone conversation on July 16, 2024 with City Administrator, Lila Timmons, Mr. Rob Ward stated that the Conditional Use Permit Application is merely to move one property line and there was to be no building or anything else done to the property. He further stated that Tax Lot 00502 used to have a home with septic, a small outbuilding and spring water. The home was destroyed by a tree that fell. Mr. Ward then provided City Administrator, Lila Timmons, with two preliminary site plans that included the small outbuilding.

On June 24, 2024, Mr. Ward submitted the Conditional Use Permit Application, and the required fee. The Planning Secretary deemed his application complete on July 29, 2024 and proceeded to schedule Planning Commission and City Council public hearings.

II. APPLICABLE CRITERIA

A. Consistency with Applicable Statewide Planning Goals

Goal 2: Land Use Planning

B. Consistency with Dunes City Comprehensive Plan

Land Use and Urbanization

Geology, Natural Hazards, and Development Constraints

Residential Land Use

C. Consistency with Dunes City Code

Dunes City Code of Ordinances, *Section 155.4.3.210 (Transfer of Property) and Section 155.4.4 (Conditional Use Permits)*.

III. REVIEW OF APPLICABLE CRITERIA

A. Consistency with Applicable Statewide Planning Goals

STATEWIDE PLANNING GOAL 2: LAND USE PLANNING

Goal 2 requires each local government in Oregon to have and follow a comprehensive land use plan and implementing regulations. Cities and counties must build their comprehensive plan on a factual base, and follow their plan when making decisions on appropriate zoning. City and county plans must be consistent with one another. Comprehensive plans must also comply with the requirements of each applicable statewide planning goal.

FINDING: For this application, Staff has determined that the City's Comprehensive Plan has been acknowledged by The Land Conservation and Development Commission (LCDC). The City's Plan has been in effect since 1997 with an update in 2013 with Citizen Involvement. This criterion has been met.

B. Consistency with Dunes City Comprehensive Plan

COMPREHENSIVE PLAN – LAND USE AND URBANIZATION

Policy A 9 – Dunes City shall provide for the orderly development and preservation of the land, control densities to prevent the need of extensive public services and remain commensurate with the carrying capacity of the land and water resources of the City.

Policy A 10 – Dunes City shall create an environment which is visually attractive and which preserves the basically rural, low-density residential character of the City.

FINDING: For this application, Staff has determined that these lots are being repurposed as building lots as previously used and do not require additional resources. No change to the character of the City are anticipated. These criteria have been met.

COMPREHENSIVE PLAN – GEOLOGY, NATURAL HAZARDS, AND DEVELOPMENT CONSTRAINTS

Policy C 1 – The City will protect against natural hazards by requiring that building and land division are done within the limits of the natural environment.

Policy C 6 – Development proposed on slopes 12 to 16 percent is subject to site review. New development on slopes over 16 percent will require documentation from a licensed Oregon Engineer which shows such development to be safe.

Policy C 7 – No development will be permitted in areas subject to landslide, as identified in Department of Geology and Mineral Industries (DOGAMI) maps and/or text.

FINDING: For this application, Staff has determined that there is a steep slope that may require a licensed Oregon Engineer to prove that any proposed development will be safe. These criteria will be met if future development permit applications are submitted.

COMPREHENSIVE PLAN – RESIDENTIAL LAND USE AND HOUSING

Policy H 2 – Dunes City shall allow infilling of existing vacant lots to provide for a more compact urban growth form when sanitary conditions are met.

Policy H 5 – The City shall require that lot size be capable of providing permanent subsurface sewage disposal.

Policy H 7 – In future land divisions and developments, individual lots shall contain a minimum of one acre and in the case of Planned Unit Developments, the density shall not exceed one unit per acre. Existing parcels may be developed if DEQ regulations and city ordinances are met.

FINDING: For this application, Staff has determined that these lots are being repurposed as building lots as previously used and therefore should meet all conditions and regulations. These criteria will be met if DEQ approves a re-activated or new sewage disposal system in conjunction with future building permits as applicable.

C. Consistency with Dunes City Code

SECTION 155.4.3 LAND DIVISIONS AND PROPERTY LINE ADJUSTMENTS

155.4.3.210 Transfer of Property

- A. **The transfer of property between adjacent parcels is permissible without approval by the City so long as the transfer does not result in the creation of a lot, which is less than one acre in size, or unless the “donating” lot is less than one acre in size prior to the transfer of property to the adjoining parcel. In the event the transfer would create a lot less than one acre in size, or the donating lot is less than one acre in size, such transfer shall require approval of the City. Approval shall be conditional and subject to a conditional use permit being granted pursuant to the general provisions of this part providing for the granting of a conditional use permit.**
- B. **Lots, which are conforming prior to donations of a portion of the lot to an adjoining lot, shall remain conforming, so long as the transfers are made to conform to A above.**

SECTION 155.4.4 CONDITIONAL USE PERMITS

155.4.4.2 Approvals Process.

- A. **Initial Application. An application for a new conditional use shall be processed as a Type III Procedure (Section 155.4.1.6). The application shall meet submission requirements in Section 155.4.4.3, and the approval criteria contained in Section 155.4.4.4.**

FINDING: The application from Mr. Ward on behalf of Mr. and Mrs. Wahl for a Conditional Use Permit was deemed complete on July 29, 2024. The application is scheduled for a public hearing before the Dunes City Planning Commission on September 26, 2024 and a public hearing before the

City Council in October 2024, as per Type III application procedures. Public notice of the application has also been distributed as required by Type III procedures. This criterion is met.

155.4.4.3 Application Submission Requirements

In addition to the submission requirements required in Section 155.4.1, an application for conditional use approval must include the following information (A through H) as applicable:

- A. Existing site conditions;
- B. Site plan;
- C. Preliminary grading plan;
- D. A landscape plan including a tree coverage map. For properties containing less than 16 conifers per acre the map shall include the location of every conifer with a diameter greater than 8 inches at 4 ½ feet above average grade per acre the map shall include the outline of those areas with stands of conifers or an aerial photograph with enough detail to show conifer stands;
- E. Architectural drawings of all structures;
- F. Drawings of all proposed signs;
- G. A copy of all existing and proposed restrictions or covenants; and
- H. Narrative report or letter documenting compliance with all applicable approval criteria in Section 155.4.4.4.

FINDING. For this application, Staff has determined that the only relevant criteria of A through H above are A (Existing site conditions) and B (Site Plan). The Applicant has submitted a site plan illustrating the existing property line and the proposed property line adjustment in sufficient detail to determine that the property line adjustment shall have no adverse impacts on the subject or neighboring property. Criterion A and B are satisfied.

155.4.4.4 Criteria, Standards and Conditions of Approval

The City shall approve, approve with conditions, or deny an application for a conditional use or to enlarge or alter a conditional use based on findings of fact with respect to each of the following standards and criteria:

- A. Use Criteria.
 - 1. The site size, dimensions, location, topography, and access are adequate for the needs of the proposed use, considering the proposed building mass, parking, traffic, noise, vibration, exhaust/emissions, light, glare, erosion, slopes, odor, dust, visibility, safety, and aesthetic considerations;

FINDING: No changes to the current uses or landscaping are contemplated. Currently, there is a small outbuilding on the property that may or may not remain. This criterion is met.

- 2. The negative impacts of the proposed use on adjacent properties and on the public can be mitigated through application of other Code standards, or other reasonable conditions of approval; and

FINDING: No changes to the current uses or landscaping are contemplated. Currently, there is a small outbuilding on the property that may or may not remain. This criterion is met.

3. All required public facilities have adequate capacity to serve the proposal.

FINDING: This criterion is not relevant to the proposed property line adjustment.

4. The proposal is consistent with applicable policies of the Comprehensive Plan for Dunes City.

FINDING: This criterion can be met provided the slope can be safely developed and DEQ requirements are approved.

5. The location, size, design, and operating characteristics of the proposed use:

1. Will be compatible with and will not adversely affect the livability or appropriate development of abutting properties and the surrounding vicinity, and
2. Will not be adversely affected by the development of abutting properties and the surrounding vicinity. (Consideration may be given to harmony in bulk coverage and density, to the availability of public facilities and utilities; to the harmful effect, if any, upon desirable neighborhood character, to the generation of traffic and the capacity of surrounding streets and roads; and to any other relevant impact of the use.

FINDING: No changes to the current uses or landscaping are contemplated. Currently, there is a small outbuilding on the property that may or may not remain. This criterion is met.

6. Will not be adversely affected by known natural hazards, such as floods, slides, erosion.

FINDING: No changes to the current uses or landscaping are contemplated. Currently, there is a small outbuilding on the property that may or may not remain. This criterion is met.

7. Will not create a hazardous natural condition such as erosion, landslide, flooding.

FINDING: No changes to the current uses or landscaping are contemplated. Currently, there is a small outbuilding on the property that may or may not remain. This criterion is met.

- B. Conditions of Approval. The City may impose conditions that are found necessary to ensure that the use is compatible with other uses in the vicinity, and that the negative impact of the proposed use on the surrounding uses and public facilities is minimized. These conditions include, but are not limited to, the following:**

1. Limiting the hours, days, place and/or manner of operation;
2. Requiring site or architectural design features which minimize environmental impacts such as noise, vibration, exhaust/emissions, light, glare, erosion, odor and/or dust;

3. Requiring larger setback areas, lot area, and/or lot depth or width;
4. Limiting the building height, size or lot coverage, and/or location on the site;
5. Designating the size, number, location and/or design of vehicle access points or parking areas;
6. Requiring street rights-of-way to be dedicated and street(s), sidewalks, curbs, planting strips, pathways, or trails to be improved;
7. Requiring landscaping, screening, drainage, water quality facilities, and/or improvement of parking and loading areas;
8. Limiting the number, size, location, height and/or lighting of signs;
9. Limiting or setting standards for the location, design, and/or intensity of outdoors lighting;
10. Requiring berms, screening or landscaping and the establishment of standards for their installation and maintenance;
11. Requiring and designating the size, height, location and/or materials for fences;
12. Requiring the protection and preservation of existing trees, soils, vegetation, watercourses, habitat areas, drainage areas, historic resources, cultural resources, and/or sensitive lands; and
13. Requiring the dedication of sufficient land to the public, and/or construction of pedestrian/bicycle pathways in accordance with the adopted plans. Dedication of land and construction shall conform to the provisions of Section 155.3.4.2 – Public Use Areas.

FINDING: No changes to the current uses or landscaping are contemplated. Currently, there is a small outbuilding on the property that may or may not remain.

155.4.4.5 Additional Development Standards for Conditional Use Types

- A. Concurrent Variance Application(s). A conditional use permit shall not grant variances to regulations otherwise prescribed by the Development Code. Variance application(s) may be filed in conjunction with the conditional use application and both applications may be reviewed at the same hearing.**

FINDING: No variance application was filed with this application for a Conditional Use Permit. This criterion is not relevant to the proposal.

- B. Additional Development Standards. Development standards for specific uses are contained in Section 155.2 - Land Use District Administration.**

FINDING: The development standards outlined in 155.2.1.122 (Specific Requirements) for the base residential zone and non-conforming lots are satisfied. No changes to the current uses or landscaping are contemplated. Currently, there is a small outbuilding on the property that may or may not remain.

IV. FINDINGS OF FACT AND CONCLUSION

Based on the findings stated in Section III Review of Applicable Criteria of this report, Planning Commission findings support a recommendation of **APPROVAL** of the Conditional Use Permit Application, as proposed, to the Dunes City Council.

V. RECOMMENDED DECISION

There are three options for the Planning Commission to take:

- Approve,
- Approval with conditions,
- Or, deny.

Approval or denial of a Type III application shall be based upon the criteria and standards considered relevant to the decision.

City Staff recommends approval of this conditional use permit application with the following conditions:

1. The combined lots of 00401, and 00502 will be adequate to build as long as Dunes City building requirements are met. The Use Criteria will be met with approvals and building plans. Any building plans must be approved by an engineer licensed in the State of Oregon.
2. Within three hundred and sixty-five (365) days of the signature of the Mayor on the final, approved property line adjustment survey with legal description, applicant must submit the final property line adjustment survey to Lane County Surveyor for review and filing.
3. Within fifteen (15) days of final recording with the County, the applicant shall submit to the City a paper copy of the recorded final property line adjustment. This must occur prior to the issuance of any building permits on the reconfigured lots.



Lila Timmons, City Administrator

VI. EXHIBITS

- A. Conditional Use Permit Application
- B. Proposed Property Line Adjustment Survey
- C. RLID Site Maps
- D. FEMA Flood Zone Maps
- E. Title Documentation of non-existing CC&R's for both properties
- F. Affidavit of Posting
- G. Affidavit of Mailing
- H. Published Public Notice



DUNES CITY • 82877 Spruce St. • Phone: (541) 997-3338
PO Box 97, Westlake, OR 97493 • Fax: (541) 997-5751

CONDITIONAL USE PERMIT APPLICATION

The procedures, regulations and standards governing conditional use permits within Dunes City can be found in the Dunes City Code of Ordinances. The purpose of a Conditional Use Permit is: "There are certain uses that, due to the nature of their impact on surrounding land uses and public facilities, require a case-by-case review and analysis. These are identified as "Conditional Uses" in Section 155.2 - Land Use District Administration. The purpose of Section 155.4.4 is to provide standards and procedures under which a conditional use may be permitted, enlarged or altered if the site is appropriate and if other appropriate conditions of approval can be met." – Section 155.4.4, Dunes City Code of Ordinances.

Please note that the final cost of a Pre-application Conference or Conditional Use Permit is based on the actual costs incurred by the City, including contract planning and engineering services.

Application Information:

- Pre-application Conference \$200 Deposit (§155.4.1.3(D))
- Conditional Use Permit \$600 Deposit (§155.4.4)

Applicant Information:

Applicant Name: Rob Ward
Last Name First Name Middle Initial

Phone Number: Home: _____ Work: 541-997-9201 Cell: 541-991-7898

email: rob@nwlsinc.com

Corporation Name: NorthWest Land Surveying Inc.

Mailing Address: P.O. Box 2827 - Florence OR 97439

Property Address: 83605 Clear Lake Rd

Legal Description of Property: (T) 19S (R) 12W (S) 23 (Q) 40 (Tax Lot) 401 & 502

Name and Address of Legal Owner: Fred & Marci Wahl 53605 Clear Lake Rd

Statement of Applicant's Legal Interest in Property: Agent
(Owner of Record; Authorized Agent; Lessee; Holder of an exclusive option to purchase)

I hereby certify that forgoing statements and other information attached hereto are true and accurate to the best of my knowledge. I have received all six pages of this application and understand that my application must meet the requirements as stated therein and any additional information requested by Dunes City.

Rob Wahl 6/24/24
 Applicants Signature: Date

155.4.1.3(D) Pre-Application Conference

1. Participants.

When a pre-application conference is required, the applicant shall meet with the City Planning Official or his/her designee(s) and other parties as appropriate;

2. Information provided by the applicant.

The following information shall be submitted by the applicant at least ten days prior to the date of such meeting:

a. A written statement on a form prescribed by the City Council setting forth:

- (1) The name and address of the applicant.
- (2) A statement of the applicant's legal interest in the property (owner, contract purchaser, lessee, renter, and the like), a description of that interest, and, in case the applicant is not the owner, that the owner knows of the application.
- (3) The address and legal description of the property.
- (4) A statement explaining the intended request.

b. Any other materials or information the applicant wishes to submit. For example, these materials might consist of a schematic development plan of the proposed development, showing:

- (1) The general location of the proposed development.
- (2) Major existing physical and natural features, such as water courses, rock outcroppings, marshes, wooded areas, and the like.
- (3) The location of the major existing drainage ways and utilities.
- (4) The location and names of public streets, parks, and utility rights-of-way within or adjacent to the proposed development.
- (5) The general location and dimensions of proposed streets, driveways, sidewalks, pedestrian ways, trails, off-street parking, and loading areas.
- (6) The general location and approximate dimensions of proposed structures.
- (7) Major proposed landscaping features.
- (8) Approximate contours.
- (9) Sketches showing the scale, character, and relationship of buildings, streets, and open space.
- (10) The approximate location and type of proposed drainage, water, and sewerage facilities.
- (11) Site evaluation for solar access potential.

3. Information provided by the City.

At such a conference the City Planning Official or designee shall:

- a. Cite the comprehensive plan policies and map designations applicable to the proposal;
- b. Cite the ordinance provisions, including substantive and procedural requirements applicable to the proposal;
- c. Provide available technical data and assistance that will aid the applicant;
- d. Identify other governmental policies and regulations that relate to the application; and
- e. Reasonably identify other opportunities or constraints concerning the application.

4. Disclaimer.

Failure of the City Planning Official or his/her designee to provide any of the information required by this Section shall not constitute a waiver of any of the standards, criteria or requirements for the application;

5. Changes in the law.

Due to possible changes in federal, state, regional, and local law, the applicant is responsible for ensuring that the application complies with all applicable laws on the day the application is deemed complete.

Section 155.4.4 — Conditional Use Permits

Sections:

- 155.4.4.1 Purpose
- 155.4.4.2 Approval Process
- 155.4.4.3 Application Submission Requirements
- 155.4.4.4 Criteria, Standards and Conditions of Approval
- 155.4.4.5 Additional Development Standards for Conditional Use Types

155.4.4.1 Purpose.

There are certain uses that, due to the nature of their impact on surrounding land uses and public facilities, require a case-by-case review and analysis. These are identified as "Conditional Uses" in Section 155.2 - Land Use District Administration. The purpose of Section 155.4.4 is to provide standards and procedures under which a conditional use may be permitted, enlarged or altered if the site is appropriate and if other appropriate conditions of approval can be met.

155.4.4.2 Approvals Process.

A. Initial Application. An application for a new conditional use shall be processed as a Type III Procedure (Section 155.4.1.6). The application shall meet submission requirements in Section 155.4.4.3, and the approval criteria contained in Section 155.4.4.4.

B. Modification of Approved or Existing Conditional Use. Modifications to approved or existing conditional uses shall be processed in accordance with Section 155.4.6 - Modifications.

155.4.4.3 Application Submission Requirements.

In addition to the submission requirements required in Section 155.4.1, an application for conditional use approval must include the following information (A through H), as applicable.

- A. Existing site conditions;
- B. Site plan;
- C. Preliminary grading plan;
- D. A landscape plan including a tree coverage map. For properties containing less than 16 conifers per acre the map shall include the location of every conifer with a diameter greater than 8 inches at 4 ½ feet above average grade. For properties containing 16 or more conifers 8 inches or greater in diameter at 4 ½ feet above average grade per acre the map shall include the outline of those areas with stands of conifers or an aerial photograph with enough detail to show conifer stands;
- E. Architectural drawings of all structures;
- F. Drawings of all proposed signs;
- G. A copy of all existing and proposed restrictions or covenants; and.
- H. Narrative report or letter documenting compliance with all applicable approval criteria in Section 155.4.4.4.

155.4.4.4 Criteria, Standards and Conditions of Approval

The City shall approve, approve with conditions, or deny an application for a conditional use or to enlarge or alter a conditional use based on findings of fact with respect to each of the following standards and criteria:

- A. Use Criteria.
 - 1. The site size, dimensions, location, topography and access are adequate for the needs of the proposed use, considering the proposed building mass, parking, traffic, noise, vibration, exhaust/emissions, light, glare, erosion, slopes, odor, dust, visibility, safety, and aesthetic considerations;
 - 2. The negative impacts of the proposed use on adjacent properties and on the public can be mitigated through application of other Code standards, or other reasonable conditions of approval; and
 - 3. All required public facilities have adequate capacity to serve the proposal.
 - 4. The proposal is consistent with applicable policies of the Comprehensive Plan for Dunes City.
 - 5. The location, size, design, and operating characteristics of the proposed use:
 - 1. Will be compatible with and will not adversely affect the livability or appropriate development of abutting properties and the surrounding vicinity, and
 - 2. Will not be adversely affected by the development of abutting properties and the surrounding vicinity. (Consideration may be given to harmony in bulk coverage and density, to the availability of public facilities and utilities; to the harmful effect, if any, upon desirable

neighborhood character, to the generation of traffic and the capacity of surrounding streets and roads; and to any other relevant impact of the use.

6. Will not be adversely affected by known natural hazards, such as floods, slides, erosion.
7. Will not create a hazardous natural condition such as erosion, landslide, flooding.

B. Conditions of Approval. The City may impose conditions that are found necessary to ensure that the use is compatible with other uses in the vicinity, and that the negative impact of the proposed use on the surrounding uses and public facilities is minimized. These conditions include, but are not limited to, the following:

1. Limiting the hours, days, place and/or manner of operation;
2. Requiring site or architectural design features which minimize environmental impacts such as noise, vibration, exhaust/emissions, light, glare, erosion, odor and/or dust;
3. Requiring larger setback areas, lot area, and/or lot depth or width;
4. Limiting the building height, size or lot coverage, and/or location on the site;
5. Designating the size, number, location and/or design of vehicle access points or parking areas;
6. Requiring street rights-of-way to be dedicated and street(s), sidewalks, curbs, planting strips, pathways, or trails to be improved;
7. Requiring landscaping, screening, drainage, water quality facilities, and/or improvement of parking and loading areas;
8. Limiting the number, size, location, height and/or lighting of signs;
9. Limiting or setting standards for the location, design, and/or intensity of outdoors lighting;
10. Requiring berms, screening or landscaping and the establishment of standards for their installation and maintenance;
11. Requiring and designating the size, height, location and/or materials for fences;
12. Requiring the protection and preservation of existing trees, soils, vegetation, watercourses, habitat areas, drainage areas, historic resources, cultural resources, and/or sensitive lands; and
13. Requiring the dedication of sufficient land to the public, and/or construction of pedestrian/bicycle pathways in accordance with the adopted plans. Dedication of land and construction shall conform to the provisions of Section 155.3.4.2 – Public Use Areas..

C. Revocation. A conditional use permit is automatically revoked without special action if:

1. The permit has not been exercised within two years of the date of approval.
2. The use approved by the conditional use permit is discontinued for any reason for one continuous year or more.
3. The City Council may revoke any conditional use permit for failure to comply with any prescribed condition of the conditional use approval.

a. A hearing for revocation of a conditional use permit shall be held when the City Council is of the opinion any or all of the bases for revocation as stated in this section exist.

b. The public hearing, notification, and appeal procedures for revocation hearings by the City Council shall be the same as those for original conditional use application hearings and appeals provided in this section.

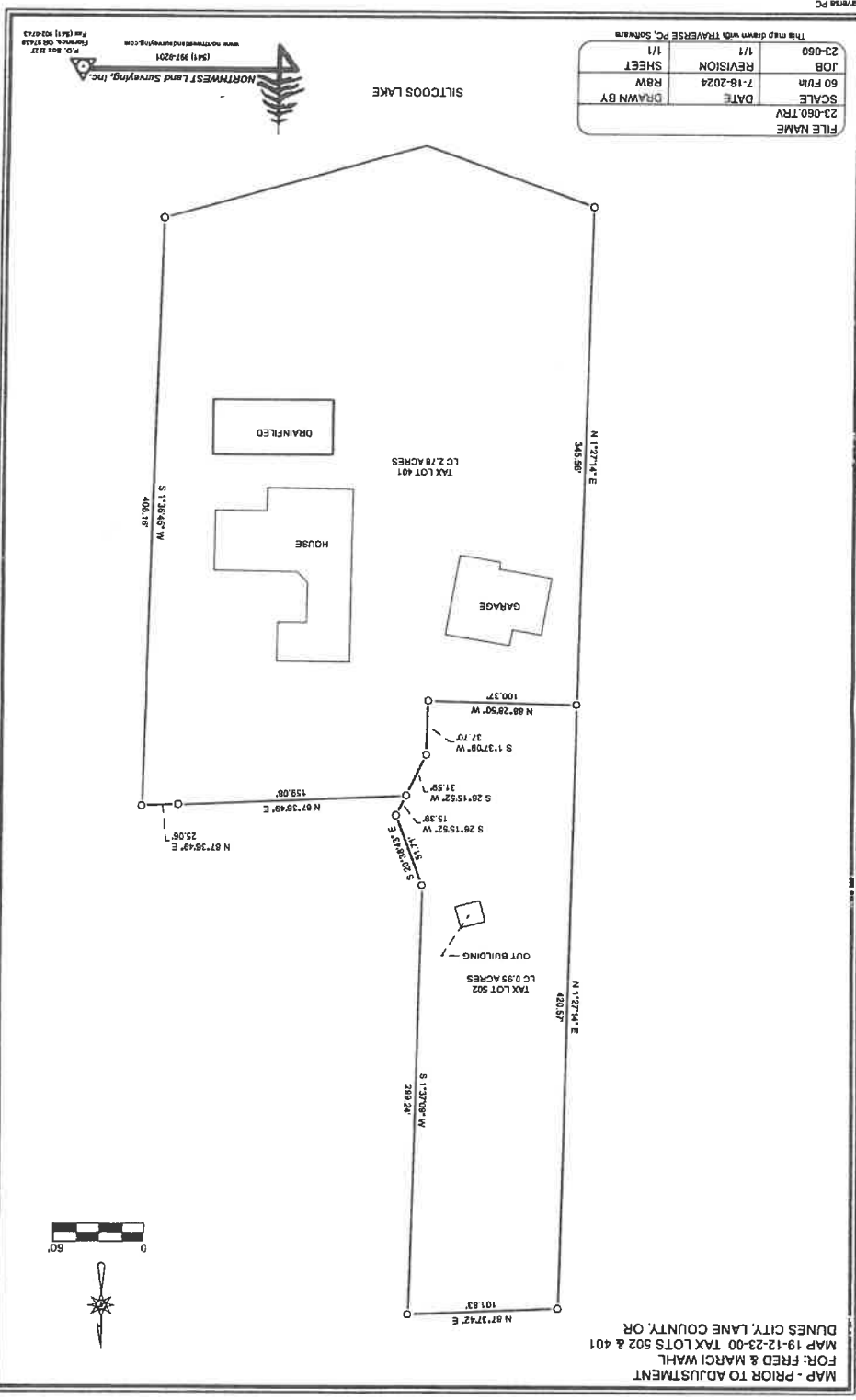
155.4.4.5 Additional Development Standards for Conditional Use Types

A. Concurrent Variance Application(s). A conditional use permit shall not grant variances to regulations otherwise prescribed by the Development Code. Variance application(s) may be filed in conjunction with the conditional use application and both applications may be reviewed at the same hearing.

B. Additional Development Standards. Development standards for specific uses are contained in Section 155.2 - Land Use District Administration.

FILE NAME	23-060 TRV
SCALE	1" = 60 FT
DATE	7-18-2024
DRAWN BY	RAW
REVISION	1/1
SHEET	1/1
JOB	23-060

MAP - PRIOR TO ADJUSTMENT
 FOR: FRED & MARCI WAHL
 MAP 19-12-23-00 TAX LOTS 502 & 401
 DUNES CITY, LANE COUNTY, OR



NORTHWEST Land Surveying, Inc.
 P.O. Box 2277
 Florence, OR 97438
 (541) 997-4201
 www.northwestlandsurveying.com
 File (541) 997-4243

SILCOOS LAKE

TAX LOT 401
 LC 2.78 ACRES

HOUSE

GARAGE

DRAINFIELD

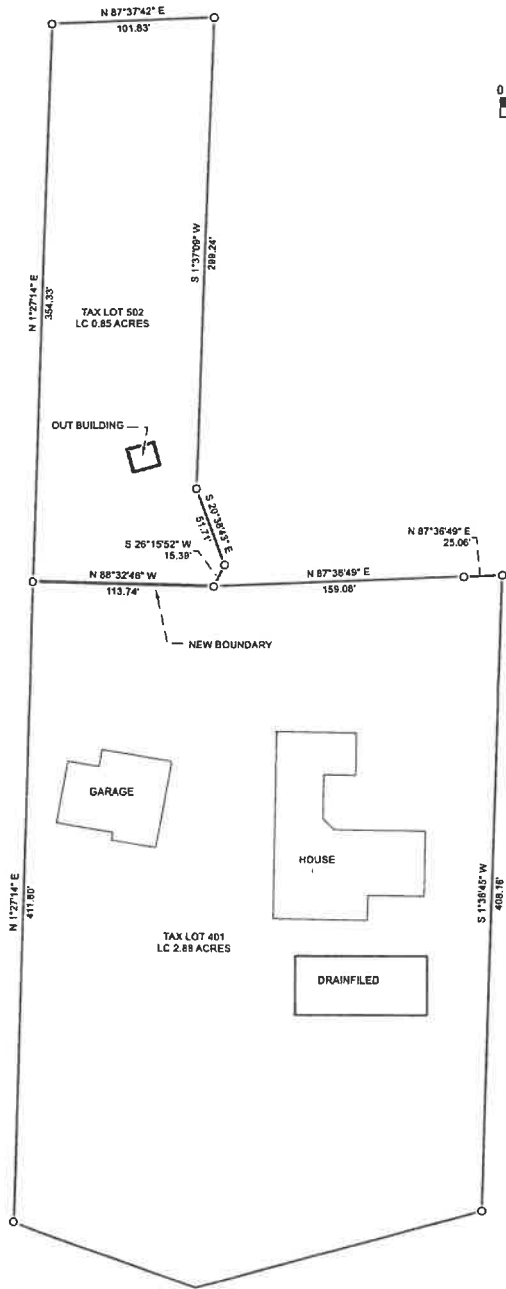
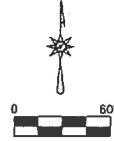
OUT BUILDING

TAX LOT 502
 LC 0.95 ACRES



SWINIS PC

MAP - AFTER ADJUSTMENT
 FOR: FRED & MARCI WAHL
 MAP 19-12-23-00 TAX LOTS 502 & 401
 DUNES CITY, LANE COUNTY, OR

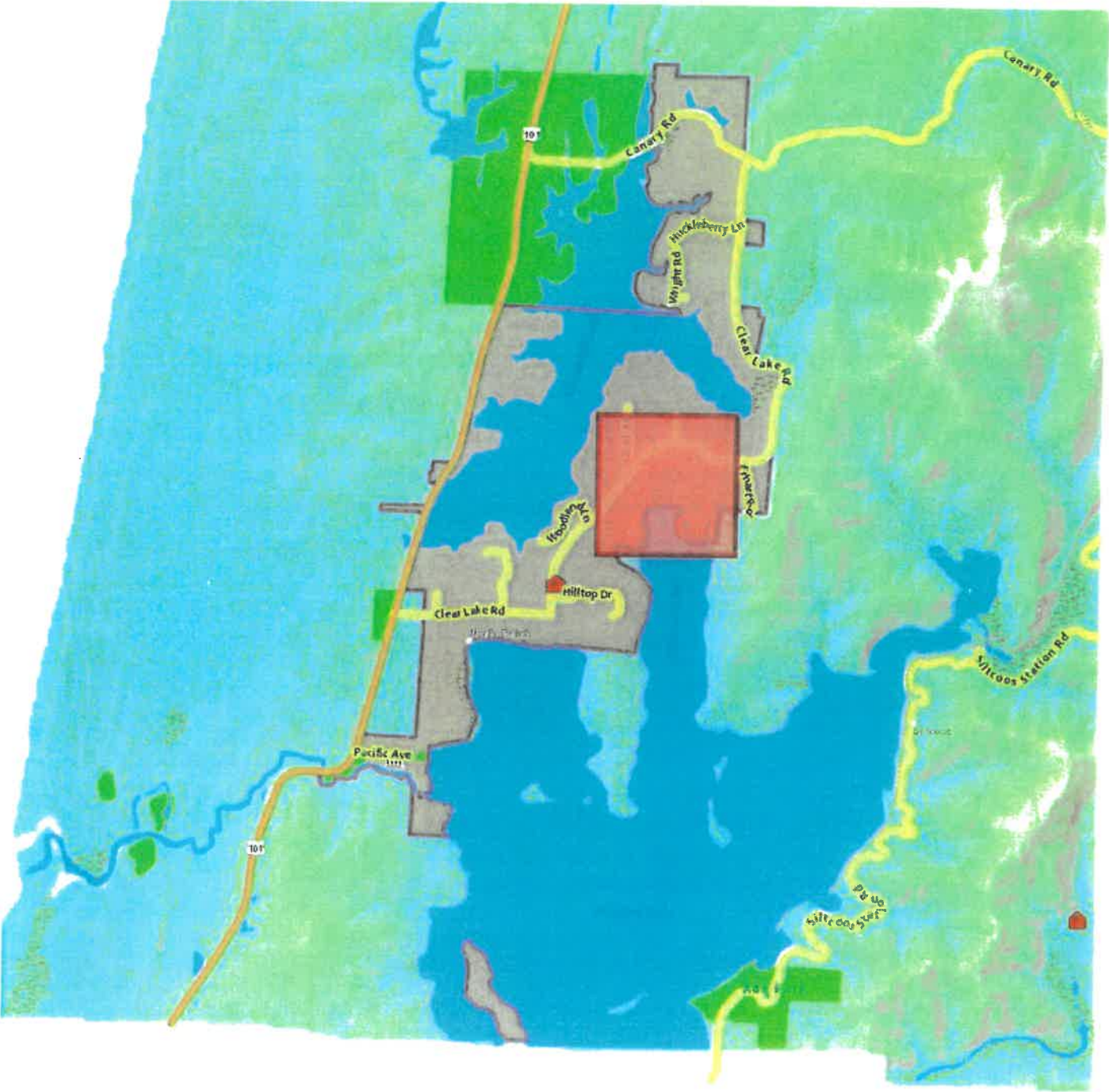


SILTCOOS LAKE

FILE NAME		
23-060.TRV		
SCALE	DATE	DRAWN BY
60 Ft/in	7-16-2024	RBW
JOB	REVISION	SHEET
23-060	1/1	1/1

This map drawn with TRAVERSE PC, Software

NORTHWEST Land Surveying, Inc.
 (541) 997-4201
 www.northwestlandsurveying.com
 P.O. Box 2827
 Medford, OR 97523
 Fax (541) 997-0743



National Flood Hazard Layer FIRMette

124°5'43"W 43°54'31"N



Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS

- Without Base Flood Elevation (BFE) Zone A, V, A99
- With BFE or Depth Zone AE, AO, AH, VE, AR
- Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD

- 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
- Future Conditions 1% Annual Chance Flood Hazard Zone X
- Area with Reduced Flood Risk due to Levee, See Notes, Zone X
- Area with Flood Risk due to Levee Zone D

OTHER AREAS

- NO SCREEN
- Area of Minimal Flood Hazard Zone X
- Effective LOMRs
- Area of Undetermined Flood Hazard Zone D

GENERAL STRUCTURES

- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

OTHER FEATURES

- Cross Sections with 1% Annual Chance Water Surface Elevation
- Coastal Transect
- Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature

MAP PANELS

- Digital Data Available
- No Digital Data Available
- Unmapped

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 9/16/2024 at 2:54 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.



Basemap Imagery Source: USGS National Map 2023

Lila Timmons

From: Lila Timmons <lila@nhpicketfence.com>
Sent: Tuesday, July 2, 2024 6:31 AM
To: recorder@dunescityor.com
Subject: Fwd: 83583 Clear Lake Rd & 83605 Clear Lake Rd

Lila Timmons
Principal Real Estate Broker - Oregon
NextHome Picket Fence Realty
PO Box 604, Florence OR 97439
lila@nhpicketfence.com
nhpicketfence.com
503-544-8800

I am here to help in any way!! Always available for your referrals!!

Sent from my iPhone

Begin forwarded message:

From: Kassidy Haight <khaight@firstam.com>
Date: July 1, 2024 at 2:04:53 PM PDT
To: lila@nhpicketfence.com
Subject: 83583 Clear Lake Rd & 83605 Clear Lake Rd

Hi Lila!

I was unable to locate CC&RS for either property. Have a wonderful day!

Thank you.

Kassidy Haight



First American

First American Title Insurance Company
1 SW Columbia St Suite 1600
Portland, OR 97204
Office: 503.222.3651
Customer Service: 503.219.8746
Email: cs.oregon@firstam.com

AFFIDAVIT OF MAILING

STATE OF OREGON }
 }
 } **ss**
County of Lane }

I hereby certify that on the 15th day of August, 2024. I caused the foregoing *Dunes City Notice of Public Hearing* to be delivered to the following parties at the following addresses:

- Chris & Darla Hague – 83630 Kiechle Arm Rd, Florence, OR 97493
- Fred & Marci Wahl – 135 Shipyard Way, Reedsport, OR 97467
- Craig & Patricia J Miltimore – 83569 Clear Lake Rd, Florence, OR 97493
- Richard A & Carolyn J Booth – 83595 Jensen Ln, Florence, OR 97493
- Reavis Family Trust – 83620 Kiechle Arm Rd, Florence, OR 97493
- Juliann S Ellis Trust – PO Box 2293, Florence, OR 97493
- Michael & Laverna Herbert – 83558 Kiechle Arm Rd, Florence, OR 97493

By:

- U.S. Postal Service, ordinary first-class mail
- U.S. Postal Service, certified or registered mail
- Return receipt requested
- Hand delivery
- Facsimile
- Electronic service
- Other (specify) _____



Lila Timmons, City Administrator

City of Dunes City
82877 Spruce St.
PO Box 97
Westlake, OR 97493

**Public Notice:
Dunes City Planning Commission and City
Council ~ Public Hearings**

September 26, 2024 ~ Dunes City, Oregon

Contact:

Lila Timmons

City Recorder

recorder@dunescityor.com

Publication date: August 21, 2024

NOTICE OF PUBLIC HEARING(S)

Notice is hereby given that a public hearing will be held by the Dunes City Planning Commission of the City of Dunes City, Oregon, at **6:00 pm on Thursday, September 26, 2024** at Dunes City Hall, 82877 Spruce Street, Westlake, Oregon. This will be a Type III Procedure hearing to provide a recommendation for the City Council to consider at a public hearing which will be held at **6:00 pm on Wednesday, October 2, 2024** on the following matter:

Application for a Conditional Use Permit for a property line adjustment between property located at 83583 Clear Lake Rd, bearing Assessor's Map 19-12-23-40, Tax Lot 502 and property located at 83605 Clear Lake Rd, bearing Assessor's Map 19-12-23-40, Tax Lot 401, as applied for by Fred and Marci Wahl, owners of both properties.

Applicable Criteria Applying to this matter:

Dunes City Code of Ordinances *Section 155.4.3.210 (Transfer of Property) and Section 155.4.4 (Conditional Use Permits)*.

The evidence relied upon by the applicant and the applicable criteria are available for inspection at Dunes City Hall at no cost, and a copy can be provided at reasonable cost upon request. The Staff Report will be available for inspection at no cost at least seven (7) days prior to the Planning Commission hearing, and a copy can be provided at reasonable cost upon request.

Written testimony and evidence must be directed toward the criteria described above or other criteria in the Comprehensive Plan or Land Use Regulation which is believed to apply to that decision, and may be submitted to the Dunes City Hall Planning Secretary, P.O. Box 97, Westlake, Oregon 97493, or by telephone to (541) 997-3338, or by email to planning@dunescityor.com, no later than 3 pm the day of the public hearings.

Failure to raise an issue to afford the decision-maker and the applicant an opportunity to respond to the issue precludes the appeal to the Land Use Board of Appeals based on that issue.

**AFFIDAVIT
OF
PUBLICATION**

COUNTY OF LANE
STATE OF OREGON SS.

I, Candace Hjort, being first duly sworn, depose and say that I am a Clerk of The Siuslaw News, a newspaper of general circulation, as defined by sections ORS 193.010 and 193.020, printed and published in the aforesaid county and state; that the

City of Dunes City
Public Hearing
SLN24-3019

Was published 1 (one) successive and consecutive week(s) in the following issues:

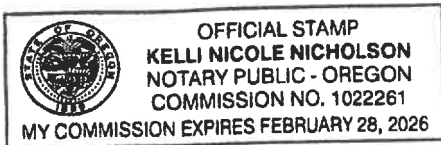
Aug. 21, 2024

Candace Hjort
Candace Hjort

Subscribed and sworn before me this

4th day of September 2024

Kelli Nicole Nicholson



SLN24-3019

Notice is hereby given that a public hearing will be held by the Dunes City Planning Commission of the City of Dunes City, Oregon, at 6:00 pm on Thursday, September 26, 2024 at Dunes City Hall, 82877 Spruce Street, Westlake, Oregon. This will be a Type III Procedure hearing to provide a recommendation for the City Council to consider at a public hearing which will be held at 6:00 pm on Wednesday, October 2, 2024 on the following matter: Application for a Conditional Use Permit for a property line adjustment between property located at 83583 Clear Lake Rd, bearing Assessor's Map 19-12-23-40, Tax Lot 502 and property located at 83605 Clear Lake Rd, bearing Assessor's Map 19-12-23-40, Tax Lot 4010, as applied for by Fred and Marci Wahl, owners of both properties. Applicable Criteria Applying to this matter: Dunes City Code of Ordinances Section 155.4.3.210 (Transfer of Property) and Section 155.4.4 (Conditional Use Permits). The evidence relied upon by the applicant and the applicable criteria are available for inspection at Dunes City Hall at no cost, and a copy can be provided at reasonable cost upon request. The Staff Report will be available for inspection at no cost at least seven (7) days prior to the Planning Commission hearing, and a copy can be provided at reasonable cost upon request. Written tes-

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.....

City of Dunes City

ORDINANCE NO.

AN ORDINANCE GRANTING TO CENTRAL LINCOLN PEOPLE'S UTILITY DISTRICT, A MUNICIPAL CORPORATION, ITS SUCCESSORS AND ASSIGNS (HEREINAFTER Central Lincoln), AN EXCLUSIVE FRANCHISE TO CONSTRUCT, MAINTAIN AND OPERATE AN ELECTRIC UTILITY ALONG STREETS AND OTHER PUBLIC WAYS IN THE CITY OF DUNES CITY; SETTING THE PRICE OF SUCH FRANCHISE; AND REPEALING AND RESCINDING ORDINANCES/RESOLUTIONS _____

Commented [CE1]: Dunes City will need to insert previous ordinances/resolutions that this franchise is replacing.

WHEREAS, Central Lincoln is an operating utility engaged in the distribution of electric power in the City of Dunes City and other areas; and

WHEREAS, the future growth and expansion of that portion of the system of Central Lincoln lying within the City of Dunes City is of great value to the City; and because

WHEREAS, the City finds that adequate utility services are necessary for the general growth and welfare of the City of Dunes City; and

WHEREAS, the City has negotiated the terms of a franchise agreement with Central Lincoln to construct, install, and operate certain electric utility facilities within the City's rights-of-way; and

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WHEREAS, the City Council deems that it is in the public interest to now grant a franchise to Central Lincoln under the terms and conditions of the Franchise Agreement, attached hereto as Exhibit A.

NOW, THEREFORE, The City of Dunes City Does Ordain as follows; The City of Dunes City ordains as follows:

Section 1. The foregoing recitals are approved and hereby incorporated into this Ordinance.

Section 2. The City Council approves and adopts the Franchise Agreement with Central Lincoln People's Utility District, attached hereto as Exhibit A, and authorizes the Mayor to execute the agreement.

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Section 3. This Ordinance shall be in full force and effect thirty (30) days after approval, in accordance with the City Charter. The City Recorder shall forward this franchise agreement to Central Lincoln for acceptance.

Ordinance adopted by the Council of Dunes City, this _____ day of _____, 2024.

_____, Mayor
City of Dunes City

Attest:

_____, City Recorder
City of Dunes City

ACCEPTED BY FRANCHISEE:

The Franchise Agreement granted to Central Lincoln People's Utility District is hereby accepted by the Franchisee on this _____ day of _____, 2024.

By: _____
Title: _____
Date: _____

EXCLUSIVE FRANCHISE AGREEMENT BETWEEN THE CITY OF DUNES CITY AND CENTRAL LINCOLN PEOPLE'S UTILITY DISTRICT

This Exclusive Franchise Agreement ("Franchise" or "Agreement") is entered into by and between the City of Dunes City, an Oregon municipal corporation ("City") and Central Lincoln People's Utility District, an Oregon municipal corporation ("Franchisee").

Section 1. Definitions.

Any term defined in the City Code and not in this Agreement shall have the meaning provided by the City Code definition.

"Facilities" means Franchisee's electrical transmission and distribution facilities, including poles, lines, wires, cables, conduit, manholes, splicing boxes, and other appurtenances necessary for Franchisee's transmitting, distributing, delivering, signaling, and controlling its electric power system within any right-of-way of the City.

"Gross Revenues" means "gross revenues" as defined in . . .

"Right-of-Way" or "Public Way" means the space on, above or below the surface of property owned by the City, or dedicated to the public or the City, for transportation purposes, including public streets, roads, highways, lanes, courts, ways, alleys, boulevards, sidewalks, bicycle lanes, bridges, and places as the same now or may hereafter exist.

Section 2.1: GRANT OF FRANCHISE Grant of Franchise. The City of Dunes City in Lane County, Oregon (hereinafter City); The City hereby grants to Central Lincoln to Franchisee an exclusive franchise of scope and description as follows: right to locate.

The right and privilege to operate in City and to locate, construct, install, reconstruct, operate, and maintain Facilities pole lines with all necessary poles, wires, and other appurtenances, telecommunications, signal or other control circuits with all necessary lines, wires, cables, conduit and other appurtenances, underground power lines with all necessary cable, conduit, manholes, splicing boxes and other appurtenances, and all other necessary facilities used for the purpose of transmitting, distributing, delivering, signaling and controlling electric power and all necessary telecommunications on, over, over, in, on, along and under the present and future City Right-of-Way, both within the existing City limits and any additional area acquired by annexation, for the purpose of providing electric power utility service on the terms stated in this Agreement. public streets, alleys and public grounds of City, including the right to lay all or any part of such electric power and necessary telecommunications system underground if Central Lincoln so elects. In the event City abandons, through vacation or otherwise, whether voluntarily or involuntarily, any public street, alley or other public place or way Right-of-Way, the City shall notify Central Lincoln Franchisee of hearings upon proposed street vacations or public places under City jurisdiction in the manner required by ordinance or statute the same as if Franchisee Central Lincoln were an abutting property owner.

Commented [A2]: To City:

An "exclusive" franchise means that only this entity may provide the permitted services. Here, that means Central Lincoln is the only entity that is authorized to use and occupy the ROW for electric power distribution. Arguably, it also includes telecommunications facilities, since that is included in their grant.

If this is not, what the City intends, please advise me so we can revise this to be "non-exclusive." Meaning, any other entity can enter into another franchise with the City to use/occupy the ROW.

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Commented [A3]: To Central Lincoln:

Do you have a proposed definition for gross revenues?

Commented [A4]: To City: Please clarify if you have another preferred definition of Right of Way or Public Way under Code.

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For the above-stated purpose, Franchisee has the right to erect or construct, equip and maintain along, over or under present or future Rights-of-Way such other facilities in addition to or in conjunction with Franchisee's Facilities, including utility poles, telecommunications facilities, overhead transmission lines, underground transmission lines, and other apparatus and facilities as are reasonably necessary for furnishing electric service and related telecommunications, including the right to clear trees and brush from such public ways and places. The telecommunications facilities constructed, installed, operated, or used under this Agreement shall be for only [limited purpose.]

Section 3. Exclusivity; Revocation. The exclusivity of Franchisee's right granted herein is limited only to the right and authority to ~~Central Lincoln has the exclusive right and authority to~~ construct, maintain, and operate an ~~an~~ distribution system for furnishing electric power, to all consumers, public and private, within the corporate limits of the City. This ~~agreement~~ Agreement shall have no bearing or effect as to any other telecommunications services provider using or occupying Right-of-Way within the corporate limits of the City, or whether Franchisee ~~Central Lincoln~~ has an inherent right to serve exclusively and shall not, in any event, limit City's ability to form a municipal electric utility under ORS Chapter 225. The exclusive aspect of this grant of franchise may be revoked unilaterally by the City in its sole discretion upon one year's written notice to ~~Franchisee Central Lincoln~~.

Section 4. Term. This Franchise Agreement is granted for a term of five (5) years, and will automatically renew for an additional five (5) years thereafter, unless otherwise terminated in conformance with this Agreement. If renewed, the Franchise shall be renewed on existing terms and conditions, unless otherwise amended by written agreement between the City and Franchisee. In the event Franchisee agrees to pay another city a franchise fee greater than that provided in Section 14 below, Franchisee agrees to give City the option to receive the same amount as the greater franchise fee, provided that the City agrees to identical terms and conditions which said greater franchise fee entails.

Section 5. Compliance with Laws, Rules, and Regulations. Franchisee shall comply with all applicable federal, state, and City laws and regulations as the same may be amended from time to time, including but not limited to City Code and ordinances, regulations, and standards and specifications. In the event of conflict between this Agreement's terms and City ordinances, the terms and conditions of this Agreement shall govern, provided that the City and Franchisee may amend this Agreement by written agreement, and acceptance, of the parties.

Section 6. Installation and Construction Standards; Relocation. The locations and methods of installation and maintenance of Franchisee's Facilities under this Agreement shall be subject at all times to regulation by the City. Franchisee shall construct, install, maintain, and operate its Facilities in the Right-of-Way consistent with industry standards and applicable City ordinances, rules, standards and specifications, including permitting conditions, if any. Franchisee's installation, construction, use, and maintenance of its Facilities shall be performed in a manner so as to cause minimum interference with the proper use of the Right-of-Way for transportation and for other utility purposes, or other rights or reasonable convenience of property owners who adjoin any Right-of-Way.

Commented [A5]: To Central Lincoln:

Could you clarify why telecommunications facilities are proposed under this electric utility franchise? I would like to clarify the limited purpose of those facilities, as the "exclusivity" piece will only apply to electric utility within ROW, not telecoms.

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Commented [A6]: To Central Lincoln:

Important language clarifying the "exclusivity" portion of this franchise. It cannot apply to telecoms services/facilities, since the City has other franchises already granted to telecom providers.

Commented [A7]: To City:

This was the proposed term. However, franchises are typically longer, and can be. You could propose a 10 year, even 20 year franchise instead, if desired.

~~For the above stated purpose, Central Lincoln has the right to erect or construct, equip and maintain along, over or under present or future streets, alleys and other public places or ways such other facilities in addition to or in conjunction with Central Lincoln's utility poles, telecommunications facilities, overhead transmission lines, underground transmission lines, and other apparatus and facilities as are reasonably necessary for furnishing electric service and related telecommunications, including the right to clear trees and brush from such public ways and places.~~

~~Facilities shall be installed and all times maintained by Franchisee in accordance with the National Electrical Safety Code, ANSI Standard C2, and any applicable electric utility industry standards. Underground power lines, if any, shall be installed in utility easements or non-paved portions of Rights-of-Way, whenever possible. The exact location of lines shall be determined through applicable permitting processes.~~

~~Except as otherwise provided for emergencies (below), all applicable City permits must be obtained prior to installation or construction of Facilities. In the case of emergencies, Franchisee may undertake work immediately to repair or replace Facilities or restore service without a permit, but must inform the City as soon as possible and shall apply for any required permit, applicable retroactively, within ten (10) working days after notification.~~

~~Central Lincoln has the right to purchase, erect, equip, maintain, own, lease and operate machinery, equipment, structures and other facilities necessary to generate, transmit, signal and control an adequate supply of electric power and related telecommunications; and the right to buy, hold, own or lease any real estate necessary to conduct such activities.~~

~~Excavation. For the purpose of carrying into effect the privileges granted under and pursuant to this ordinance Agreement, Franchisee Central Lincoln is authorized to make all necessary excavations in the streets, alleys, sidewalks and public ways and grounds Rights-of-Way within the corporate limits of City. The excavations shall be carried out with reasonable dispatch and with as little interference with or inconvenience to the rights of the public as may be feasible. In no instance shall Franchisee perform excavation or ground-disturbing work without first applying for and obtaining any applicable City permits or approvals.~~

~~Central Lincoln Franchisee shall restore all streets, alleys, sidewalks and public grounds Rights-of-Way to their original condition of safety and utility after excavation.~~

~~In case any obstruction caused by Central Lincoln shall remain longer than a reasonable time after notice to remove it, or in case of neglect by Central Lincoln to safeguard any dangerous places, City may remove the obstruction or safeguard dangerous places at the expense of Central Lincoln.~~

~~Vegetation Management. Franchisee shall have the right to cut, trim, or prune trees and vegetation within the Right-of-Way to prevent interference with Facilities, remove hazards, or to mitigate risk of fire. All vegetation management shall be performed consistent with applicable provisions of the National Electric Safety Code, applicable standard enacted by the Oregon Public Utility Commission, and applicable standards of the American National Sta for Tree Care Operation, as well as any other applicable provisions in City's design standards and specifications.~~

Commented [A8]: To Central Lincoln:

Do you agree with these references? Would you prefer/clarify other standards or applicable regulations to refer to here?

Commented [A9]: To City:

Please have Public Works review this language and provision for comment.

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Commented [A10]: I don't believe this language is necessary for the purposes of granting the franchise. These stated rights are not being granted via franchise; Central Lincoln can do all of this without express grant from the City. The important grant is stated above, which broadly captures the right to "construct, install, reconstruct, operate, and maintain" within City ROW.

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Maps. At all times under this Agreement, Franchisee shall keep maps and records showing the locations and sizes of all Facilities constructed or owned by it within the City and surrounding urban growth boundary.

Restoration. In case of any disturbance of pavement, sidewalk, driveway, or other surfacing by Franchisee, Franchisee shall, at its own cost and expense, and in compliance with City's applicable restoration policies and standards, or any applicable permitting conditions, promptly replace and restore all paving, sidewalk, driveway, landscaping, or surface of any street or alley disturbed. Franchisee warrants all restoration work for a period of one year from completion of the work. If Franchisee fails to make restoration as required by this section, or if restoration fails within the one year warranty period, City may, after notice to Franchisee, cause the repairs to be made at the expense of Franchisee. If Franchisee fails to reimburse the City for any reasonable costs incurred under this section within 45 days' of demand, City may refuse to issue additional permits. In case any obstruction caused by Franchisee shall remain longer than a reasonable time after notice to remove it, or in case of neglect by Franchisee to safeguard any dangerous places, City may remove the obstruction or safeguard dangerous places at the sole cost and expense of Franchisee, subject to the same rights of reimbursement stated herein.

Notification. Franchisee shall comply with applicable requirements of the Oregon Utility Notification Law and implementing rules and regulations.

Placement. Franchisee shall not knowingly place its Facilities where it may interfere with existing or known future City utility, gas, electric, or telephone fixture, power, sanitary sewer, storm sewer, or water facility. Franchisee will consult with the City prior to placement of Facilities, and will comply with all ordinances, policies, rules, and regulations, including applicable permitting conditions, in connection with its placement of Facilities. The City and District agree to cooperate in maximizing the placement of new or reconstructed Facilities underground.

Section 7. Attachments Authorized.

Franchisee Central Lincoln has the right to allow attachment, to its poles and Facilities, by others, such of such other equipment, lines, and other facilities as Franchisee's Central Lincoln's rules and regulations may allow. The City, local or regional police or sheriff, or local or regional fire district or other emergency service providers may attach signal wires to Franchisee's

Police/Sheriff, City, and/or fire district signal wires may be attached to Central Lincoln's poles and fixtures to the extent that space is available for same as determined by the Franchisee Central Lincoln. No such installation shall be made except on written request from the City, or respective agency, and any such installation, maintenance, or repair of same shall either be performed by licensed contractors approved by Franchisee Central Lincoln or be made by Franchisee Central Lincoln at the expense of the requesting agency.

Section 8. Removal or Relocation of Facilities.

Franchisee Central Lincoln, at its sole cost and expense, shall protect, support, temporarily disconnect, relocate along, under, or over any street, alley or public place Right-of-Way, or remove from any street,

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Commented [A11]: To City:

This is a very important section for public works/planning team to review and approve. This is the practical side of the franchise agreement – i.e., how installation, construction, operation happens, and where it intertwines with local code/regulations.

Please have your public works department/head review this entire agreement, but especially this section, for comment.

Commented [A12]: To City:

I included this language, if you would prefer/desire to have facilities located underground. Please advise if you have a preference.

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~~alley or public place, Right-of-Way, any equipment or facilities-Facilities~~ when required by City by reason of traffic conditions, public safety, street excavation, freeway or street construction, change, or establishment of street grade, installations of sewers, drains, water pipes, power lines or tracks, or any other type of structures or improvements by City or other public agencies when acting in a governmental or in a proprietary capacity, or for any public improvement, not limited to the foregoing, of any character whatever. If Franchisee refuses to relocate or remove its Facilities, City may cause such Facilities to be relocated and Franchisee shall reimburse the City for its actual costs in doing so.

If the removal or relocation of Facilities is caused directly by development of private property or other third-party project, Franchisee may charge the expense of removal or relocation to the developer or other third-party. Franchisee shall be solely responsible for enforcing collection from the developer or other third-party, but Franchisee shall not be required to remove or relocate Facilities for the benefit of third-parties until it receives payment for the removal or relocation.

Franchisee shall remove and replace overhead Facilities with underground Facilities at the request of the City pursuant to a City or third-party project, as described above. Cost responsibility shall be allocated in accordance with applicable Oregon Administrative Rules and schedule agreed upon by the City and Franchisee.

Section 9. Transfer of Franchise. Franchisee shall not transfer, sell, assign, dispose of, or lease any interest in this Franchise or in the Facilities authorized by this Agreement without written consent of the City. The City may impose reasonable conditions on its approval of any transfer, including but not limited to the requirement that transferee acknowledge in writing and agree to be bound by the terms of this Franchise. City shall have the right to collect from Franchisee City's actual administrative costs associated with processing a transfer request, including the cost of ascertaining the financial responsibility of the proposed transferee.

Section 10. City Rights in Franchise. City shall have right to inspect all construction and installation of Franchisee's Facilities to ensure compliance with laws, ordinances, rules, and regulations, including applicable permitting conditions. The City may adopt and enforce generally applicable, non-discriminatory, and competitively neutral local ordinances and regulations, as may be determined by the City to be in the interest of public health, safety, welfare, convenience, or necessity.

SECTION 2: TERM. ~~The franchise is granted for a term of five (5) years on a rolling basis, which will renew for an additional 5 years automatically every year commencing with the date on which it is accepted. The franchise is renewed on existing terms and conditions, or updated based on changes suggested within the course of natural discussion as may be mutually acceptable to City and Central Lincoln. In the event Central Lincoln agrees to pay another city a franchise fee greater than that provided in Section 6 below, Central Lincoln agrees to give City the option to receive the same amount as franchise fee provided City agrees to identical terms and conditions which said greater franchise fee entails.~~

SECTION 3: ACCEPTANCE. Central Lincoln shall file a written acceptance of the franchise with the City Recorder of City within (30) days after the date of this ordinance. The franchise shall go into effect only when the acceptance has been filed.

SECTION 4: INDEMNITY
Section 11. Franchisee Liability; Indemnity. Franchisee shall conduct its operations under this Franchise, including installation, construction, maintenance, repair, replacement, upgrade, and operation of its Facilities, in a safe and workmanlike manner and subject to all applicable governmental regulations.

Franchisee Central Lincoln shall defend, indemnify, and hold the City, and defend City, its boards, commissions, officers, agents and employees, and any and all other public agencies, and their members, officers agents and employees, harmless against ~~and any and all other public agencies, and their members, officers agents and employees, against~~ any and all liability, claims, losses, demands, suits, fees and judgments ("Claims") based on, or arising out of damage or injury, including death, to persons or property caused by or resulting from any act or omission by Franchisee, its officers, agents, or employees, in connection with the performance by Franchisee of this Agreement, or based upon violation of any statute, ordinance, or regulation by Franchisee. The obligations of Franchisee under this Section shall not apply to Claims to the extent caused by the negligence or willful misconduct of the City, its officers, agents, or employees. Franchisee agrees that is not an agent of the City and is not entitled to indemnification and defense under ORS 30.285 and 30.287. ~~for injury or death of any person or any damage to any property caused by Central Lincoln, Central Lincoln's officers, agents or employees, in the construction, operation or maintenance of its property, or arising out of the exercise of any right or privilege under the franchise.~~

Section 12. Insurance. Franchisee shall purchase and maintain at Franchisee's expense, Commercial General Liability and Commercial Automobile insurance covering bodily injury and property damage in an amount of \$2 million per occurrence and aggregate. The insurance policy obtained by Franchisee shall be primary and non-contributory. Franchisee shall remain fully responsible for any Claims resulting from negligence or intentional misconduct of Franchisee or its subcontractors and their officials, agents, and employees in performance of this Agreement, even if not covered by or in excess of insurance limits. This insurance requirement may be met in part by self-insurance.

Franchisee shall also obtain and maintain Workers' Compensation Insurance required by ORS chapter 656. Franchisee shall ensure that each of its contractors obtain and maintain workers' compensation insurance and obtain proof of the coverage before performing work.

As evidence of the insurance coverage required by this Section, Franchisee shall provide proof of coverage required by acceptable certificate of insurance and endorsement from the carrier(s). The certificate and endorsement shall provide that there will be no cancellation, termination, or reduction in limits of the insurance coverage without a minimum 30-day written notice to the City.

Franchisee grants a waiver of subrogation to the City, its officers, agents, and employees for any claims arising out of Franchisee's work under this Agreement, and shall cause its insurers providing coverage to either Franchisee or City with respect to the work of Franchisee a waiver of any right to subrogation.

which any insurer or subcontractor may acquire against City by virtue of the payment of any loss under the insurance coverage.

SECTION 5- ADDITIONSSection 13. Annexations. Franchisee Central Lincoln shall, on subsequent additions of areas annexations of land to the City, either by annexation, consolidation or otherwise, be subject to the provisions of the this franchise Franchise granted by this ordinance as to all such areas. Franchisee Central Lincoln shall, following the month of July each year, update its maps based on the map of municipal boundaries provided by Lincoln Countythe City.

Any facilities Facilities and appurtenances in streets, alleys and public placesRights-of-Way, incidental to the franchise systemFranchisee's electrical and telecommunications system, that have been, or are at any future time acquired, leased, or utilized in any manner by Franchisee Central Lincoln are to be deemed authorized by and shall be subject to all the provisions of the franchiseFranchise, including, but not limited to the duty of payment of compensation as required under this ordinance.

SECTION 6- CONSIDERATIONSection 14. Franchise Fee. Beginning thirty (30) days after the effective date of this ordinancethis Franchise, Franchisee Central Lincoln shall pay to City monthly as a franchise fee and as compensation for the rights and privileges granted under the Franchiseordinance, a sum equal to three-quarters of one percent (3/40.75%) of the gross industrial revenue from electric service rendered within the corporal limits of City during each FranchiseeCentral Lincoln billing month, and, in addition, five percent (5%) of all other gross-Gross revenues-Revenues from electric service rendered within the corporate limits of City during each such billing month. Such basis of computation has been set as a convenient and proper method of measuring the amount that Franchisee Central Lincoln should pay as a franchise fee for the enjoyment of the franchise granted by this ordinancethe grant of this Franchise, or of any or all rights or privileges granted under this ordinance. It is understood by both parties that any franchise fee amounts above three-quarters of one percent (3/40.75%) of the gross industrial revenue and three and a half percent (3.5%) of all other gross-Gross Revenues will entail a separate line item for additional tax on the bills from Franchisee Central Lincoln to the customer/residents of City. No other license, privilege, occupation tax, permit or for other fee, except applicable land use permits or approvals necessary for work performed within Right-of-Way, shall be required of Franchisee of Central Lincoln during the term of this Franchise; provided, however, that City shall have the right to review the fee annually and subject to Section 2 of this ordinanceand, increase either or both of the percentage rates stated in this section following the review. City's first such review may occur no earlier than one year after the City's adoption of this ordinancethe Franchise. The City shall give Franchisee Central Lincoln thirty (30) days' notice prior to any such review.

In the event of holding over after expiration or other termination of this franchiseFranchise, Franchisee Central Lincoln shall render compensation pursuant to the provisions of this ordinancethis Agreement until the effective date of any new franchise.

Section 15. Records and Reports. Franchisee shall keep accurate books of financial accounts throughout the term of this Agreement, and for six (6) years after expiration or termination of this Agreement. Franchisee shall produce all books and records directly concerning its Gross Revenues and other financial information deemed necessary by City for purposes of calculation of the franchise fee for

Commented [A13]: To City:

Please have your insurance carrier review this section and language for their approval and comment.

Commented [A14]: To Central Lincoln:

Could you please clarify the distinction between "gross industrial revenue" and other "gross revenue"? I'm trying to understand what is subject to the 0.75% fee, as opposed to the 5% fee.

inspection by City, upon ten (10) days' written notice. City shall have the right to audit Franchisee's records for the period of three (3) years prior to the audit. If the audit reveals underpayment of the franchise fee by two percent (2%) of the above franchise fees, the City may expand the audit to cover up to five (5) years prior to the audit. In the case of underpayment of the franchise fee, the full cost of the audit shall be paid by Franchisee. Franchisee shall immediately pay the amount of any underpayment as determined by audit to City together with eight percent (8%) annual interest from the date the payment should have been made to the date the payment is actually made.

Section 16. Permit and Inspection Fees. Nothing in this Agreement shall be construed as limit the right of the City to require Franchisee to pay permit fees or reasonable costs incurred by City in connection with the issuance of a permit, making an inspection, or performing any other service for or in connection with the Franchisee or its Facilities.

Section 17. Enforcement and Termination of Agreement. The following shall be events of default:

- (1) **Default in Payment.** Franchisee fails to pay City when due any amounts required by this Agreement and the failure continues for ten (10) days after the due date and written notice from the City.
- (2) **Default in Other Provisions.** Franchisee fails to cure a default of any other provision of this Agreement within 30 days after written notice from City of the default. If the default is curable but cannot reasonably be cured within 30 days, the City shall refrain from termination while Franchisee diligently attempts to cure the default.

The City may terminate this agreement for defaults that are not cured within the time allowed herein. City shall notify Franchisee of its intent to terminate this Agreement, describing the default in detail. Franchisee may challenge the notice of termination by providing a written protest to the City Manager within 10 business days of the date of notice of termination. City Manager, on receipt of protest, shall either grant the protest, in which case the Agreement shall remain in effect, or refer the matter to City Council for a decision. The termination will not become final until after a decision by the City Manager or City Council. Because of potential public health and safety risks that could arise as a result of cessation of power distribution within the City, if the City decides to terminate this Agreement, it shall set a termination date that allows for implementation of a plan to assure continued electric service.

The Parties may otherwise terminate or amend the terms of this Franchise by mutual, written agreement.

Section 18. Remedies. All remedies granted the City hereunder are cumulative, and recovery or enforcement of one is not a bar to the recovery or enforcement of any other remedy. Failure to enforce any provision of this Agreement shall not be construed as a waiver of breach of any other term, condition, or obligation of this Agreement.

Section 19. Notices. Any notice required or permitted under this Agreement shall be deemed given when received or when deposited with postage prepaid in the U.S. Mail as registered or certified mail addressed as follows:

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To CITY:

To Franchisee:

Or to other address specified by either party in writing.

Section 20. Interpretation; Governing Law. This Agreement shall be interpreted and governed by the laws of the State of Oregon and any legal cation relating to this Agreement shall be brought in Lane County Circuit Court.

~~SECTION 7: EFFECT OF INVALIDITY~~**Section 21. Effect of Invalidity.** This franchise-Franchise is granted pursuant to the laws of the State of Oregon relating to the granting of such rights and privileges. If any section, sentence, clause or phrase of this ordinance-Agreement is for any reason held illegal, invalid or unconstitutional, the invalidity shall not affect the validity of the ordinance-the Agreement or any of the remaining portions. The invalidity of any portion of this ordinance-Agreement shall not abate, reduce or otherwise affect any consideration or other obligation required of Central-LincoFranchiseeIn.

Section 22. Acceptance. Franchisee shall file a written acceptance of the franchise with the City Recorder of City within (30) days after the date of this Agreement. The Franchise shall go into effect only when the acceptance has been filed.

~~SECTION 8: Section 23. Effective Date. -EFFECTIVE DATE-~~The effective date of this ordinance-this Agreement and the Grant of Franchise is shall be the 30th day after adoption of the ordinance approving the Franchise, provided that Franchisee (MONTH XX, XXXX), providing Central Lincoln files its written acceptance of Franchise with the City, in accordance with Section 322-Acceptance, of this ordinance, above.

~~SECTION 9: Section 24. Repeal of Ordinances and Agreements in Conflict. -REPEAL OF ORDINANCES AND AGREEMENTS IN CONFLICT-~~ Ordinances _____ and Agreement between the parties dated _____, are hereby rescinded and repealed by this ordinance.

PASSED AND ADOPTED by the City Council of the City of Dunes City on this _____ the day of [MONTH][YEAR].

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ACCEPTANCE OF FRANCHISE

The Central Lincoln People's Utility District, a municipal corporation, owning and operating an electric system in the City of Dunes City, Oregon, accepts the Franchise terms and conditions as set forth in Ordinance No. ###, adopted the day of , 2024, by the City Council of the City of Dunes City, Oregon, entitled:

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[NAME OF ORDINANCE]

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ACCEPTED this day of , 2024.

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Title

ORDINANCE NO. 238

AN ORDINANCE AMENDING CHAPTER 36 OF THE DUNES CITY CODE OF ORDINANCES; ADDING A NEW SECTION ADDRESSING APPEALS OF DECISIONS MADE BY THE CITY CODE ENFORCEMENT OFFICER; AMENDING SECTION 36.110 TO ADD CLARIFYING LANGUAGE; AMENDING SECTION 36.090(E) TO ADD CLARIFYING LANGUAGE; AND AMENDING SECTION 36.090(G) TO ADD A SPECIFIC INTEREST RATE; REPEALING ORDINANCE NUMBERS 219 AND 232; AND OTHER MATTERS PROPERLY RELATING THERETO.

WHEREAS, Ordinance No. 219, amending the provisions of Chapter 36 of the Dunes City Code, entitled "Code Enforcement", was duly adopted and passed by the Dunes City Council on January 10, 2013; and

WHEREAS, Ordinance No. 232, adding provisions to Chapter 36 of the Dunes City Code relating to the imposition of fines and penalties as additional remedies available for use by the Dunes City Code Enforcement Officer was duly adopted and passed by the Dunes City Council on January 14, 2016; and

WHEREAS, at the request of the City Administrator, the City Attorney has reviewed the provisions of Chapter 36 as contained in Ordinances 219 and 232 and has made recommendations for language changes that will enable the City Code Enforcement Officer to do certain duties without having to file legal action in the court in Lane County Courts; and

WHEREAS, the Dunes City Council believes it is in the best interests of the citizens of Dunes City to have provisions by which the Code Enforcement Officer may enforce the provisions of Dunes City Code in a manner that does not require the additional expense of filing legal action in Lane County Courts.

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

Section 1: Title III, Administration, Chapter 36, Code Enforcement, of the Dunes City Code of Ordinances is here by amended to read as follows:

CHAPTER 36: CODE ENFORCEMENT

§36.010 DEFINITIONS

CODE ENFORCEMENT OFFICER. The City Recorder or the City Recorder's designee, including the Code Violation Investigator.

PERSON. An individual, corporation, association, partnership, trust, firm, or other legal entity.

PERSON IN CHARGE. An agent, occupant, lessee, tenant, contract purchaser, or other person having possession or control of property.

PERSON RESPONSIBLE. Any or all of the following:

- (a) The owner of the property on which a Code violation exists.
- (b) The person in charge of the property on which a Code violation exists.
- (c) The person who causes the Code violation to come into or continue in existence.

36.020 AUTHORITY

Any condition caused, maintained or permitted to exist in violation of any provisions of this Code may be abated by the City pursuant to the procedures set forth herein, except those where any other individual or body has been expressly deemed responsible for such enforcement activity.

§ 36.030 ADMINISTRATIVE ENFORCEMENT AUTHORITY

A. The Code Enforcement Officer has the authority to make the determination in the first instance whether a violation of this Code has occurred or exists, and has the authority to take appropriate action to gain compliance with the provisions of this Code. The Code Enforcement Officer further has the authority to issue notices of violation, findings, and orders, the power to inspect public and private property pursuant to this Chapter, and the power to utilize the administrative remedies available under this Code.

B. The City Recorder, with approval of the City Council, may hire individuals with the skills, knowledge and expertise to serve as Code Violation Investigators. The Code Violation Investigator will conduct investigations or inspections or accompany the Code Enforcement Officer on any investigations or inspections conducted pursuant to this Chapter, and will have the same power as the Code Enforcement Officer to inspect public and private property. The Code Violation Investigator will report and make recommendation to the Code Enforcement Officer to aid the Code Enforcement Officer in making a determination as to whether a violation of this Code has occurred or exists.

C. The Dunes City Code Enforcement Officer is responsible for the enforcement of all provisions of the Dunes City Code except those where any other individual or body has been expressly deemed responsible for such enforcement activity.

§36.040 AUTHORITY TO INSPECT AND ABATE; EMERGENCY

A. Entrance on Property with Permission of the Person in Charge.

With the permission of the Person in Charge of the property, the Code Enforcement Officer and/or a Code Violation Investigator is authorized to enter upon any property or premises at a reasonable time in order to ascertain if a Code violation exists on the property, and to make any

investigations, examinations, and surveys as may be necessary in the performance of his enforcement duties. This may include, but is not limited to, taking of photographs, taking measurements, or collecting samples of other physical evidence. With the permission of the Person in Charge, the Code Enforcement Officer is further authorized to enter onto property to abate a Code violation in accordance with requirements of this Code.

B. Entrance on Property without Permission of Person in Charge.

In the event that the Code Enforcement Officer cannot gain permission from the Person in Charge to enter onto property when such entry is sought pursuant to this section, the Code Enforcement Officer may seek entry through any legal means including, without limitation, making application to any court of competent jurisdiction for issuance of a warrant. The warrant application will identify the premises upon which entry is sought, the purpose for which entry is desired, and the facts giving rise to the belief that a condition which is a violation of this Code exists on such premises, and if applicable any abatement actions that will be taken.

C. Emergency.

In cases where a violation of this Code unmistakably exists and the violation imminently endangers human life or property, the Code Enforcement Officer will immediately notify the appropriate county, state or federal office having oversight and jurisdiction over the subject matter of the violation and the Code Enforcement Officer may proceed summarily to abate the violation.

§36.050 RECOVERY OF ADMINISTRATIVE COSTS; PURPOSE

The Dunes City Council finds there is a need to recover costs incurred by the City in its Code enforcement efforts. These costs will be referred to as administrative costs, and will include time spent by City personnel re-inspecting properties throughout the City in an effort to ensure compliance with this Code, and costs incurred in the investigation, inspection, re-inspection, recording of notices, title search, and any other costs associated with violations specified on any notice.

§ 36.060 WRITTEN COMPLAINT; EXCEPTIONS

A. Any person may submit to the Code Enforcement Officer a signed, written complaint alleging that a violation of the Dunes City Code of Ordinances has occurred. The complaint must contain: the contact information, including name, address, telephone number and email address, if any, of the complainant; a full description of the alleged violation; and the Dunes City Code section which has allegedly been violated. If the Code Enforcement Officer finds the complaint to be credible, the Code Enforcement Officer may investigate the complaint.

B. The City may undertake investigations of possible code violations in the absence of a written complaint if a potential Code violation is reported by an employee or contractor for the City, or the state or federal governments.

§36.065 COMPLAINANT'S RIGHT OF APPEAL.

A. In the event the Code Enforcement Officer finds a complaint is not credible, the Complainant has the right to appeal that decision to the City Council by submitting written notice of appeal, together with appeal administration fees, within Ten (10) calendar days of the date of notification of finding that the complaint is not credible. Upon receipt of a timely filed notice of appeal, the matter will be placed on the agenda for consideration at the next regularly scheduled City Council meeting. The Council's decision on appeal shall be final.

B. The City Council will, by resolution, set the amount to be collected for filing of a notice of appeal. All appeal administration fees shall be paid at the time of filing of the notice of appeal. In the event of a finding by the City Council in favor of the Complainant, the City will assume all costs associated with processing the appeal. In the event the finding of the City Council upholds the decision of the Code Enforcement Officer, the Complainant will reimburse the City for any and all costs associated with processing the appeal. Collection of such fees shall be made in the same manner as provided in Section 36.090 hereof.

§ 36.070 CODE OF ORDINANCES VIOLATIONS.

In the event of a finding of a violation of the Code, the Code Enforcement Officer may take the following actions:

- A. Seek voluntary compliance to abate the violation without any further action taken;
- B. Summarily abate the violation if the violation is an immediate threat to public health and safety or endangers property;
- C. Impose administrative costs against the person found to be responsible for the violation;
- D. Issue a notice of violation;
- E. Issue a cease and desist order;
- F. Abate;
- G. Fine;
- H. Execute a stipulation agreement; and/or
- I. Commence civil proceedings.

§ 36.080 NOTICE OF VIOLATION.

A. If the Code Enforcement Officer determines that a code violation exists, the Code Enforcement Officer will serve a notice of violation on the property owner and the Person Responsible. The notice of violation will be served by certified mail, return receipt requested, or by personal service. Service by certified mail will be deemed complete upon mailing. If the property owner is unknown or absent and has no known representative upon whom notice can be served, the Code Enforcement Officer will post a copy of the notice of violation on the property.

The notice of violation will contain:

1. Findings of fact with corresponding conclusions of law, which describe the code violation(s) and the corresponding code section(s), and/or rule(s) which have been violated;

2. Order for corrective action, which describes specifically how each violation must be corrected and the timeframes within which the corrections are required to be made. The order for corrective action shall include a statement that if the violation is not appealed or corrected within Ten (10) days of the date of service of the notice of violation, the City will abate or correct the violation and charge the costs of abatement or correction to the Person Responsible. The order for corrective action shall also include a statement that failure to correct or abate the code violation may result in the imposition of a fine.

3. A description of the additional administrative and judicial enforcement actions that could be pursued by the Code Enforcement Officer if the violations are not satisfactorily corrected.

4. A statement that the Person Responsible or the property owner may appeal the order for corrective action to the City Council by delivering a written request for review to the City Recorder within Ten (10) calendar days after the date of issuance of the notice of violation. If the Person Responsible or the property owner fails to timely file a written request for review, the Code Enforcement Officer's finding that a violation has occurred will be final.

B. An error in the name or address of the property owner or Person Responsible will not void the notice of violation.

C. Upon receipt of a timely filed written request for review, the matter will be placed on the agenda for consideration at the next regularly scheduled City Council meeting. If the Council determines that a code violation exists the property owner or Person Responsible shall abate or correct the code violation within Five (5) days of the date of the Council's decision, unless the Council allows a longer time for abatement or correction. The Council's decision on the appeal shall be final.

**§ 36.090 ABATEMENT OR CORRECTION; ASSESSMENT OF COSTS;
LIEN**

A. If the violation has not been abated or corrected by the Person Responsible within the required timeframe, the Code Enforcement Officer may abate or correct the violation, provided that the estimated cost of the abatement or correction does not exceed TWO THOUSAND DOLLARS (\$2,000.00). If the estimated cost of the abatement or correction exceeds TWO THOUSAND DOLLARS (\$2,000.00), the Code Enforcement Officer will seek approval of the expenditure of said amounts from the City Council at the City Council's next regularly scheduled meeting. In addition to abating or correcting the violation, the Code Enforcement Officer may assess a penalty against the Person Responsible, and recover the costs of the abatement from the Person Responsible.

B. The Code Enforcement Officer will keep a record of the abatement or correction costs incurred by the City, including administrative expenses and costs of appeal, and report all work

done for which assessments are to be made, stating and certifying the description of the real property, lots or parcels involved and the amount assessable to each.

C. The Code Enforcement Officer shall forward a notice of costs to the property owner and Person Responsible stating:

1. The total cost of the abatement or correction;
2. The amount of any penalty for violation of the code;
3. That the costs and any penalties will be assessed to and become a lien against the real property if not paid within Thirty (30) days of the date of the notice;
4. That the amount of costs and penalties may be appealed to the City Council by submitting a written notice of appeal to the City Recorder within Ten (10) calendar days of the date of the notice.

D. Upon receipt of a timely filed written request for review, the matter will be placed on the agenda for consideration at the next regularly scheduled City Council meeting. The Council's decision on the appeal shall be final.

E. Unless prior arrangements have been made with the City Recorder, if the costs of abatement or correction and any penalties assessed are not paid within Thirty (30) calendar days of the date of the notice of costs, or the from the date of entry of decision by the City Council in the event of appeal, the amount owed will be entered into the docket of city liens and will constitute a lien on the property where the violation took place. This lien will be recorded with Lane County Deeds and Records.

F. The lien may be enforced in the same manner as liens for street improvements are enforced, and will bear interest at the rate of Nine Percent (9%) per annum. Interest will begin to run on the date of entry in the lien docket or date of recordation in the Lane County public records.

G. An error in the name or address of the property owner or Person Responsible for a failure to receive the notice of costs will not void the assessment and it will remain a valid lien on the property.

H. Abatement or correction of a code violation is not a penalty, but is an additional remedy. Imposition of a penalty for a code violation does not relieve the Person Responsible of the duty to abate or correct the violation.

§36.095. FINE ASSESSMENT AND LIEN

A. Any person found to be in violation of any section or provision of this City Code, where no other penalty is set forth, shall be punished by a fine not to exceed FIVE HUNDRED DOLLARS (\$500.00) for any one offense, each day constituting a separate offense.

B. In all cases where the same violation is made punishable or is created by different clauses or sections of this City Code, the Code Enforcement Officer may elect under which to proceed;

but not more than one recovery shall be had against the same person for the same offense; provided, that the revocation of a license or permit shall not be considered a recovery or penalty so as to bar any other penalty being enforced.

C. Whenever the doing any act or the omission to do any act constitutes a breach of any section or provision of this City Code and there shall be no fine or penalty specifically declared for such breach, the provisions of this Chapter shall apply.

D. No provisions of this City Code designating the duties of the Code Enforcement Officer, or designated Code Enforcement Officer, shall be so construed as to make such officer or employee liable for any fine or penalty provided for a failure to perform such duty, unless the intent of the City Council to impose such fine or penalty on such officer or employee is specifically and clearly expressed in the section creating the duty.

E. The Code Enforcement Officer shall forward a notice of imposition of penalty to the property owner and Person Responsible stating:

1. The amount of any penalty for violation of the Code;
2. That the penalty will be assessed to and become a lien against the real property if not paid within Thirty (30) calendar days of the date of the notice;
3. That the penalty may be appealed to the City Council by submitting a written notice of appeal to the City Recorder within Ten (10) calendar days of the date of the notice and paying any fees associated with the filing of notice of appeal;

F. Upon receipt of a timely filed written request for review, the matter will be placed on the agenda for consideration at the next regularly scheduled City Council meeting. The Council's decision on the appeal shall be final.

G. Unless prior arrangements have been made with the City Recorder, if the penalties assessed are not paid within Thirty (30) calendar days of the date of the notice of imposition of penalty, the amount owed will be entered into the docket of city liens and will constitute a lien on the property where the violation took place. This lien will be recorded with Lane County Deeds and Records.

H. The lien may be enforced in the same manner as liens for street improvements are enforced, and will bear interest at a legal rate of interest. Interest will begin to run on the date of entry in the lien docket.

I. An error in the name or address of the property owner or Person Responsible for a failure to receive the notice of imposition of penalty will not void the imposition and it will remain a valid lien on the property.

J. Abatement or correction of a code violation is not a penalty, but is an additional remedy. Imposition of a penalty for a code violation does not relieve the Person Responsible of the duty to abate or correct the violation.

§36.100 PROHIBITION AGAINST ISSUANCE OF CITY PERMITS

For properties where a notice of violation has been issued, the City may withhold permits for repair, construction and/or alteration, other than those necessary to achieve compliance with the provisions of this Code, on the affected property until a notice of compliance has been issued by the Code Enforcement Officer.

§ 36.110 CEASE AND DESIST ORDERS

Cease and desist orders may be issued when the Code Enforcement Officer has probable cause to believe that an activity regulated by this Code is being or has been conducted without a permit or in violation of this Code. When activity has been stopped by a cease and desist order, it may not be resumed until the reason for the activity stoppage has been completely satisfied, any administrative fees paid, and the cease and desist order lifted.

§ 36.120 STIPULATION AGREEMENT

The Code Enforcement Officer, with the approval of the City Council, and a person alleged to have violated provisions of this Code may voluntarily enter into a stipulation agreement whereby the parties to the agreement: Identify conditions on the property that require corrective action; agree on the corrective actions that must be performed by the person; agree on the timeframes in which the corrective actions must be completed; and any other necessary information. If the person fails to fulfill the requirements of the agreement, the Code Enforcement Officer may seek compliance with the terms of the agreement through a court of competent jurisdiction or pursue other enforcement action allowed by this Code.

§ 36.130 COMMENCEMENT OF CIVIL COURT ACTION

In the event of a violation or threat of violation of this Code, the City Council or the Code Enforcement Officer may institute appropriate civil actions or proceedings in any court of competent jurisdiction requesting injunctive relief to prevent, restrain, correct or abate such violations or threatened violations. The City may recover all costs, including reasonable attorney's fees, incurred for the enforcement of this Code.

§ 36.140 JOINT RESPONSIBILITY

If more than one person is a Person Responsible, they will be jointly and severally liable for abating or correcting the violation and for the costs incurred by the City in abating or correcting the violation, and for any and all penalties assessed for violation of this Code.

Section 2: Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is judicially declared to be invalid, unenforceable, and/or void by a court of competent jurisdiction, such decision shall not have the effect of invalidating or voiding the remainder of this Ordinance, and the part(s) of this Ordinances so held to be invalid,

unenforceable and/or void shall be deemed stricken, and the remainder of this Ordinance shall have the same force and effect as if such stricken part(s) had never been included.

Section 3. Repeal. The repeal of Ordinance Numbers 219 and 232 shall not affect any action occurring before the repeal takes effect. Ordinance Numbers 219 and 232 are hereby repealed.

The first reading of this Ordinance No. 238 was conducted in a regular meeting of the City Council of Dunes City, Oregon, on the 9th day of June, 2016.

The second reading of this Ordinance No. 238 was conducted in a regular meeting and adopted by the City Council of Dunes City, Oregon on this 9th day of June, 2016.

Ayes: 3 Nays: 0 Abstain: 0 Absent: 3 Vacant: 0

ADOPTED BY THE DUNES CITY COUNCIL THIS 9th DAY OF June, 2016.

Rebecca Ruede, Mayor
Rebecca Ruede, Mayor

ATTEST:

Jamie Mills
Jamie Mills, City Administrator/Recorder