

1. 9:30 A.M. Agenda

Documents:

[2020-09-03 Council Agenda.pdf](#)

2. Meeting Materials

Documents:

[2020-09-03 City_Fire Agreement For Payment Of Land.pdf](#)

[2020-09-03 Lighting Ordinance Memo.pdf](#)

[2020-09-03 Gimlet Memo.pdf](#)

[2020-09-03 Memo Phase II.pdf](#)

[2020-09-03 Driftwood Paving Project Memo.pdf](#)

[Driftwood Lane Project Letter.pdf](#)

[2020-09-03 Fireworks Memo.pdf](#)

[2020-09-03 Vacation Rental Program Memo.pdf](#)

[2020-09-03 National Preparedness Month.pdf](#)

[2020-140 RES Committee Appointment.pdf](#)

[2020-145 RES Extension_Declaring A State Of Emergency.pdf](#)

[2020-09-03 NLC Serive Line Warranty Prog.pdf](#)



CITY OF YACHATS
CITY COUNCIL WORK SESSION & COUNCIL MEETING
441 Hwy 101 N., Yachats OR
Thursday, September 3, 2020 at 9:30 am
To Be Held Via Zoom

Join Zoom Meeting

<https://us02web.zoom.us/j/88358260674?pwd=MVpJUTJlWGdhNDdqTIRLQjUyU3VMUT09>

Meeting ID: 883 5826 0674

Passcode: 784979

One tap mobile

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WORK SESSION

- I. City/Fire Department Agreement for Payment of Land
- II. Proposed Lighting Ordinance
- III. Gimlet Lane Gates
- IV. Phase 2 Reopening Process
- V. Driftwood Paving Project
- VI. Proposed Firework Ordinance
- VII. Vacation Rental Program

Our village is a place where natural resources are valued and protected, where diversity is celebrated, and where a vibrant economy and sense of community pride create and recreate a living spirit. Yachats cares not just for its citizens' basic needs but also supports them in their efforts to excel mentally, physically, artistically, and spiritually. It is a community with an enduring sense of itself.

The work session and regular council meeting are open to the public and interested citizens are invited to attend. These are open meetings under Oregon law, but a work session is not a community forum; audience participation is at the discretion of the Council. Meetings are audio-recorded. Public meeting minutes are available for review at City Hall. The meeting place is accessible to persons with disabilities. For accommodations, please call (541) 547-3565, or Oregon Relay 1-800-735-2900 (TDD) two days in advance. City of Yachats does not discriminate on the basis of race, color, religion, creed, gender, national origin, age, disability, marital or veteran status, sexual orientation, or any other legally protected status.

Posted 08/27/2020

REGULAR COUNCIL MEETING

- I. Announcements, Correspondence and Proclamations
- II. Public Comment: **Topics not listed on the agenda:** 5-minute limitation per person
- III. New Business
 - A. Appointment of Planning Commissioner
 - B. Emergency Declaration Extension
- IV. Old Business
 - A. NLC Service Line Warranty Program
- V. Other Business
 - A. From Mayor
 - B. From Council
 - C. From Staff

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Posted 08/27/2020



DATE: September 3, 2020

TO: W. John Moore, Mayor
Yachats City Council

FROM: Shannon Beaucaire, City Manager

SUBJECT: Fire Dept/City Agreement for Payment of Land

On July 28, 2020, The Yachats Rural Fire Protection Board President presented the attached 1992 agreement between the City and the Fire Department.

Upon review and advisement from respective attorneys (the City's contracted firm is conflicted in this case so both parties were referred to different firms to advise on respective interests), the Board President and the City Manager would like to move forward administratively to select an independent appraiser to implement paragraph 2 for the City and the Fire Department to execute this agreement.

Council Question:

After review and discussion, can the City Manager and Fire Department move forward administratively in selecting an appraiser and executing this agreement?

Recorded by Willamette
Valley Title Co.
Order # 157993

EXHIBIT A
AGREEMENT FOR PAYMENT OF LAND

This agreement is between the City of Yachats, hereinafter called "City", and the Yachats Rural Fire Protection District, hereinafter called "District".

The City is transferring to the District all of its right, title, and interest in Lot 26, Block 1, FIRST ADDITION TO YACHATS, Lincoln County, Oregon. The current District fire station is located partially on that property. The deed transferring the City's interest to the District has a reversionary clause which must be met at such time as the property is no longer being used for fire protection purposes. Based on the above, the parties as follows:

1. At such time as the above-referenced property is no longer used for fire protection purposes and the ownership of that property is transferred by the Yachats Rural Fire Protection District or any successor district, the City shall be entitled to receive an amount equal to the value of the land only at the time of the transfer.
2. The parties agree that this amount shall be established by an independent appraiser at the time of the actual sale. If the parties cannot agree upon an appraiser, the presiding judge of the Circuit Court for Lincoln County shall appoint such an appraiser. The appraiser's determination of value of the land only shall be binding upon all parties. The City and District are to share equally the costs of an appraisal of the property.
3. The District may elect to postpone payment, provided it continues to maintain a fire station within the city limits, after such sale. The City agrees to sign any waiver of interest in the property required for completion of sale. The District agrees to assign to the City a reversionary interest in such substitute property where a new fire station is located, giving the City a right to the proceeds of any sale of that property. Proceeds shall be an amount equal to the appraiser's value established at the time of the original sale of the property, plus the percentage of increase in value based on the increase in the Portland Consumer Price Index (CPI-U) between the time of the original sale and the current sale.

CITY OF YACHATS:

Nancy Reynolds
Mayor

Janice C. Victoria
City Recorder

STATE OF OREGON)
) ss.
County of Lincoln)

This instrument was acknowledged before me on the 20 day of April, 1992, by Nancy L. Reynolds and Janice C. Victoria as Mayor and City Recorder of the City of Yachats.

Sail J. Robinson
Notary Public for Oregon
My Commission Expires 10/18/93

YACHATS RURAL FIRE PROTECTION DISTRICT:

Donna L. Brewer
District

Ray Hicks Jr.
District

STATE OF OREGON)
) ss.
County of Lincoln)

This instrument was acknowledged before me on the 17th day of APRIL, 1992, by DONNA L. BREWER and RAY HICKS, JR. as authorized signers for the Yachats Rural Fire Protection District.

Sail J. Robinson
Notary Public for Oregon
My Commission Expires 10/18/93



STATE OF OREGON } ss.
County of Lincoln

I, Dana W. Jenkins, County Clerk, in and for said county, do hereby
certify that the within instrument was received for record, and
recorded in the Book of Records of said county at Newport, Oregon.

Book 245 Page 1170

WITNESS my hand and seal of said office affixed.

DANA W. JENKINS, County Clerk
By *[Signature]* Deputy

Doc : 6079893

Rect : 29429

06/05/1992 11:59:09AM

20.00
WOT

EXHIBIT B
BARGAIN AND SALE DEED

The City of Yachats, on behalf of itself and as successor in interest of the Yachats Water District, conveys to Yachats Rural Fire Protection District, the following-described real property:

Lot 26, Block 1, First Addition to Yachats, Lincoln County, Oregon.

THIS INSTRUMENT WILL NOT ALLOW THE USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

RESERVATION: The City reserves the right to receive compensation in an amount equal to the value of the land only at such time as ownership of the property is transferred and it is no longer used for fire protection purposes. Payment will be determined and will be due in accordance with an Agreement for Payment of Land between the parties dated the 20 day of April, 1992.

The true consideration for this conveyance is other than cash.

DATED this 20 day of April, 1992.

GRANTOR:

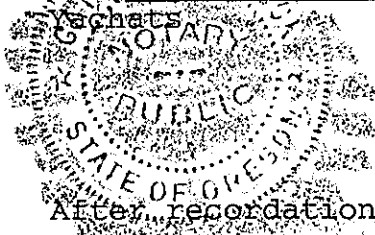
Nancy Reynolds
Mayor, City of Yachats

ATTEST:

Janice C Victoria
City Recorder

STATE OF OREGON, County of Lincoln) ss.

This instrument was acknowledged before me on the 20 day of April, 1992, by Nancy L Reynolds as Mayor, and Janice C Victoria as City Recorder of the City of Yachats.



Sail J. Robinson
Notary Public for Oregon
My Commission Expires 10/18/93

After recordation return to:

Yachats Rural Fire Protection District
P.O. Box 1
Yachats, OR 97498



DATE: September 3, 2020

TO: W. John Moore, Mayor
Yachats City Council

FROM: Holly G. Hamilton, Planner

SUBJECT: Lighting Ordinance

At the August 18th, 2020 Planning Commission meeting, the Commission determined to present the Lighting Ordinance for Discussion and Review to the City Council, as part of a working session and to provide opportunities for additional community comment and further input.

Council Question:

After review and discussion would the Council make any further edits or recommendations for the Lighting Ordinance, and support the Planner proceeding with next steps outlined in the Yachats Municipal Code Ordinance and the Department of Land and Conservation Development's Plan Amendments Procedures.

PART I

9.04.030 Definitions

Add to existing Definitions in 9.04.030:

- A. **Cut-off Angle** (of a luminaire): The angle, measured from the lowest point between a vertical line from the center of the lamp extended to the ground and the first line of sight at which the bare source is not visible.
- B. **Fixture** (also called a luminaire or light fixture): a complete lighting unit including the light source (bulb), mounting, and shielding.
- C. **Floodlight**: A light that produces up to one thousand eight hundred (1,800) lumens and is designed to “flood” a well-defined area with light.
- D. **Foot-candle**: a measure of luminance or a measure of how bright a light appears to the eye. One foot-candle is equal to one lumen per square foot. As an example, a typical 60-watt light (800 lumens) produces an illuminance of one-tenth (0.1) foot candle at a distance of about twenty-five (25) feet.
- E. **Glare**: Light that causes a visual impairment sensation due to excessive brightness from the light source, and can interfere with one's ability to see. See Figures 2 and 3 in 9.42.020.
- F. **Hardscape**: Permanent hardscape improvements to the site including parking lots, drives, entrances, curbs, ramps, stairs, steps, medians, walkways and non-vegetated landscaping that is ten (10) feet or less in width. Materials may include concrete, asphalt, stone, gravel, etc.
- G. **High Intensity Lighting**: Lamps which produce visible light directly by the electrical heating or excitation of a gas. Examples of such lighting include, but are not limited to, metal halide, high-pressure sodium, low-pressure sodium and mercury vapor.
- H. **Individual Lamp Limit**: limit on output of any individual light source as enumerated in Section 9.42.040.C
- I. **Individual Lot Limit**: the maximum for the sum of all individual light sources on a given property as enumerated in 9.42.050.A and 9.42.050.C.
- J. **Light Trespass**: Any light emitted from an outdoor luminaire that shines directly beyond the property on which the luminaire is installed, or indirectly shines beyond the property on which the luminaire is installed at a brightness that exceeds one-tenth (0.1) foot candle at twenty five (25) feet from the light source or at the property line, whichever is more restrictive. See Figure 4 in 9.42.020.
- K. **Lighting Source Height**: The distance from finished grade to the top most portion of any light emitting source (e.g., lamp, surface or lens).
- L. **Luminaire**: See definition for “fixture”.
- M. **Marine Lighting**: Bright light fixtures pointed at the ocean and coastal tide pools.
- N. **Outdoor Lighting Fixture**: A luminaire outside of an enclosed building or structure, or any luminaire directed such that it primarily illuminates outdoor areas.
- O. **Security Lighting**: Minimal lighting for personal and building security and safety after hours)
- P. **Shielding**: An opaque covering for an Outdoor Lighting Fixture such that no light rays are emitted above the horizontal plane running through the lowest point of the fixture. Shielding can be

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In accordance with ORS 192.630, City of Yachats will make a good faith effort to provide accommodations for any person desiring to attend a public meeting, if the request is made at least 48 hours in advance of the meeting time. The meeting room is physically accessible to persons with mobility devices; a sign language or foreign language interpreter may be available, with advance notice. Call City Hall at 541-547-3565 or Oregon Relay 1-800-735-2900 (TDD) two days in advance.

Posted 07/29/2020

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extended downward as needed to prevent “Light Trespass” as defined above. See examples in Section 9.42.080.D.

- Q. **Uplighting:** Lighting that is directed in such a manner as to shine light rays above the horizontal plane.

PART II

9.42 City of Yachats Lighting Ordinance

9.42.010 Purpose

The purpose of this Ordinance is to provide regulations for outdoor lighting that will accomplish the following goals:

- A. Permit the use of outdoor lighting that promotes health, safety, security, and productivity.
- B. Protect shoreline natural resources and wildlife.
- C. Enhance the view of the dark sky.
- D. Minimize the adverse effects of bright, outdoor lighting including “light trespass” and “glare”.

9.42.020 Definitions

Types of light are defined in part by their intended use and impact. Figures 1 to 4 provide basic distinctions between types of light and examples of glare and light trespass. Full definitions are in 9.04.030.

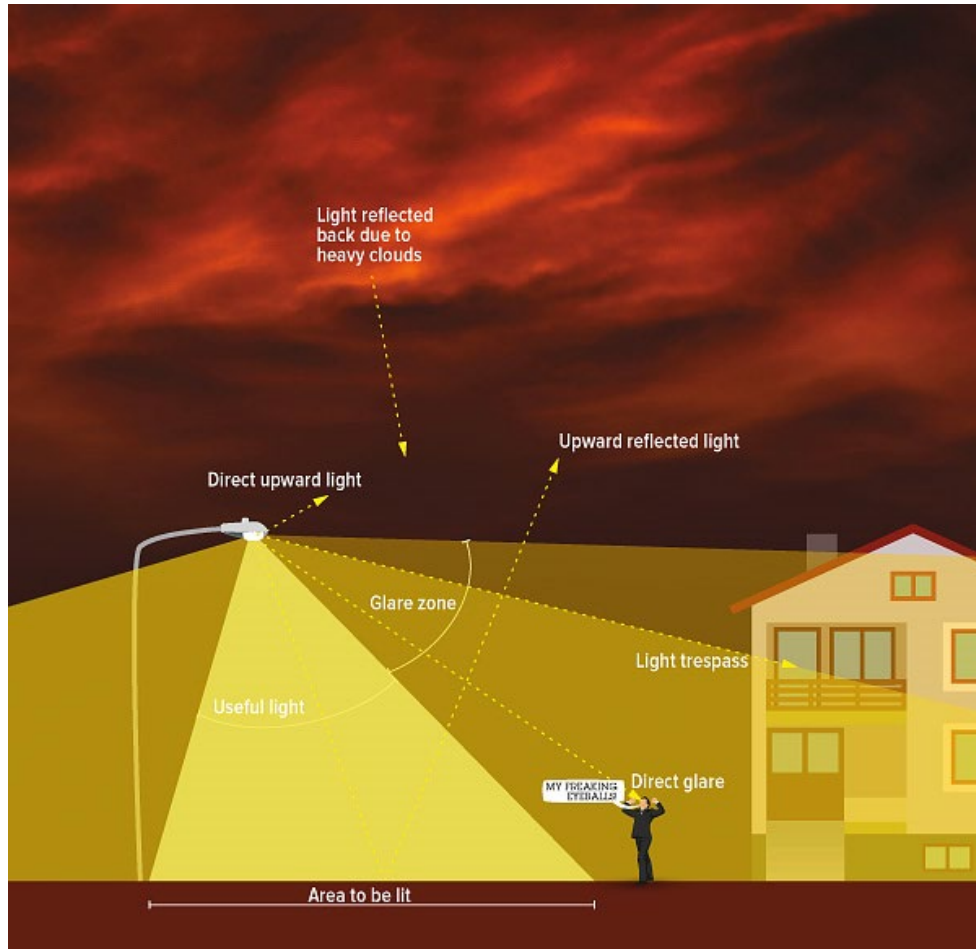


Figure 1. Types of Light

Image by Anezka Gocova, in "The Night Issue", Alternatives Journal 39:5 (2013)



Figure 2. Example of glare from a light pole
Photo: James Lowenthal, Smith College



Figure 3. Example of glare from car headlights



Figure 4. Light Trespass

9.42.030 General Lighting Requirements

- A. Conformance with all applicable codes. All outdoor lighting shall be installed in conformance with the provisions of this ordinance, applicable Electrical and Energy codes, and applicable sections of the City, County and State building codes.
- B. Applicability. Except as described below, all outdoor lighting installed after the date of this ordinance shall comply with these requirements. This includes, but is not limited to, new lighting, replacement lighting, or any other lighting whether attached to structures, poles, the earth, or any other location, including lighting installed by any third party.
- C. Exemptions. The following are not regulated by this Ordinance:
 - 1. Lighting within the public right-of-way or easement for the principal purpose of illuminating streets or roads.
 - 2. Lighting for public monuments and statuary.
 - 3. Lighting solely for signs (Covered in Chapter 9.44).
 - 4. Repairs to existing luminaires not exceeding twenty-five percent (25%) of the total replacement value of the luminaire.
 - 5. Temporary lighting for theatrical, musical, and other performance areas and construction sites.
 - 6. Underwater lighting in swimming pools.
 - 7. Temporary, seasonal lighting provided that individual lights are less than ten (10) lumens.
 - 8. Lighting that is only used under emergency conditions.
 - 9. Lighting identified and approved in a specific use permit.
 - 10. Lighting required by County, State, or Federal government.

9.42.040 General Standards

- A. Outdoor lighting fixtures and accent lighting must be shielded and aimed downward, and it must be installed at the minimum height necessary so that the cut-off angle does not allow direct lighting of an adjacent property at a level exceeding one-tenth (0.1) foot-candles at twenty-five (25) feet from the light source. See examples in Section 9.42.080.
- B. All trespass lighting that exceeds one-tenth (0.1) foot-candles at twenty-five (25) feet from the light source or at the property line is prohibited.
- C. Motion activated security lights must not be triggered by motion on adjacent properties or streets. These lights must be shielded so that they do not shine onto adjacent properties in excess of one-tenth (0.1) foot-candles at the property line.
- D. Marine lighting is prohibited.
- E. Mercury vapor lamps and metal halide lamps are prohibited.
- F. Uplighting of building and landscaping is prohibited.
- G. Lighting on buildings shall not be placed above the eaves.

9.42.050 Standards Based on Use

A. Residential Uses

1. Individual light sources on residential properties are limited an output of eight hundred (800) lumens each. An eight hundred (800) lumen output is approximately equivalent to:
 - a. Standard incandescent sixty (60) watt bulb
 - b. Compact fluorescent fifteen (15) watt bulb
 - c. LED eight (8) watt bulb
2. Individual Lot Limit. The sum of the output of all lighting sources shall not exceed:
 - a. Five thousand six hundred (5,600) lumens on lots greater than zero-point-three (0.3) acres
 - b. Three thousand two hundred (3,200) lumens on lots less than zero-point-three (0.3) acres
3. Residential light sources shall be less than a color temperature of three thousand (3,000) Kelvin.
4. Lights on stand-alone poles higher than four (4) feet are prohibited.

B. Multi-Family Uses

1. Individual lamps on multi-family properties are limited an output of two thousand four hundred (2400) lumens each.
2. Individual Lot Limit. The sum of the output of all light sources shall not exceed two and one-half (2.5) lumens per square foot of hardscape.
3. A Requirement of to scale Area of Illumination Plan. A to scale Area of Illumination Plan shall include:
 - a. Plans to scale accurately indicating the location, type, intensity, and height of luminaires including both building- and ground-mounted fixtures;
 - b. A description of the luminaires, including lamps, poles or other supports and shielding devices, which may be provided as catalogue illustrations from the manufacturer;
 - c. Photometric data, such as that furnished by the manufacturer superimposed over a copy of the site plan, showing the angle of light emission and the foot-candles on the ground; and
 - d. Additional information as may be required by the city in order to determine compliance with this chapter.
4. Poles for luminaires shall be limited to:
 - a. Twenty (20) feet in height for parking areas.
 - b. Fourteen (14) feet in height for walkways and pedestrian facilities.

C. Commercial Uses

1. Commercial lots shall not exceed limits on trespass lighting as specified in 9.42.040.B.
2. Except for security lighting for pathways and building doors, outdoor lighting fixtures for commercial properties must be turned off when the business is not open. When businesses are closed, residential lighting requirements apply.
3. Individual Lot Limit. The sum of the output of all light sources shall not exceed two and one-half (2.5) lumens per square foot of hardscape.
4. Requirement of to scale Area of Illumination Plan
 - a. New developments for commercial uses shall provide an Area of Illumination Plan to scale as part of the Site Plan.
 - b. An Area of Illumination Plan to scale shall be required with a change of commercial use or transfer of property for existing commercial uses.
 - c. An Area of Illumination Plan to scale shall include:
 - i. Plans to scale accurately indicating the location, type, intensity, and height of luminaires including both building- and ground-mounted fixtures;
 - ii. A description of the luminaires, including lamps, poles or other supports and shielding devices, which may be provided as catalogue illustrations from the manufacturer;
 - iii. Photometric data, such as that furnished by the manufacturer superimposed over a copy of the site plan, showing the angle of light emission and the foot-candles on the ground; and
 - iv. Additional information as may be required by the city in order to determine compliance with this chapter.

5. High intensity lights shall be limited to two thousand four hundred (2,400) lumens per luminaire. Due to their high energy efficiency, long life, and spectral characteristics, low-pressure sodium (LPS) lamps are the preferred illumination source. Their use is encouraged, when not required, for outdoor illumination whenever their use would not be detrimental to the use of the property. In all applications where LPS lighting is required or preferred, an acceptable alternative is narrow-spectrum amber LEDs.
6. Poles for luminaires shall be limited to:
 - a. Twenty (20) feet in height for parking lots.
 - b. Fourteen (14) feet in height for walkways and pedestrian facilities.

D. Pedestrian Ways and Parks

1. Illumination: Light shall be directed in such a manner that any changes in elevation of the walkway (i.e., steps or curbs) shall be illuminated such that said features are clearly discernable (without shadow).
2. Fixture Type: Pedestrian walkway light fixtures can be a combination of freestanding pole, bollard, in-place step or building mounted fixtures. For building mounted fixtures, the Planning Director shall insure that the proposed fixture type will be in scale with the building elevation on which it is to be installed. The Planning Director may refer this latter determination to the Planning Commission.
3. Fixture Heights: Light fixtures shall not exceed the following height provisions:
 - a. Freestanding pole- Not greater than fourteen (14) feet as measured from finish grade to the bottom of the light fixture.
 - b. Building-mounted- Shall be located below the roof eave or fourteen (14) feet whichever is less.
 - c. Bollard- Said fixture type shall not exceed a height of forty-two (42) inches as measured from finish grade to the top of the fixture.

E. Public Right-of-Ways

1. Shielding for street lights other than on Highway 101 may be requested from the public utility provider.

9.42.060 Variances

To provide for reasonable interpretation of this Chapter, and in certain instances where this Chapter will produce a hardship, a property owner may apply for a variance pursuant to Chapter 9.80 of this Code.

9.42.070 Time to Become Compliant

- A. The General Standards described in 9.42.030 and 9.42.040 require compliance within one year after the passage of this Ordinance.
- B. Compliance based on extent of modification:
 1. New uses and buildings. For all proposed new land uses, developments, buildings, and structures that require a permit, all outdoor lighting installations shall meet the requirements of this Code.

2. Major additions and modifications. For all building additions or modifications exceeding twenty-five (25) percent in terms of additional dwelling units, gross floor area, or parking spaces, and that require a permit, either with a single addition or cumulative additions, shall invoke the requirements of this Code. This requirement shall hold for the entire property, including previously installed and any new outdoor lighting.
 3. Minor additions and modifications. For all additions or modifications of less than twenty-five (25) percent, gross floor area, or parking spaces, and that require a permit, new lighting on the site shall meet the requirements of 9.42.050. The total outdoor light output after the modifications are complete shall not exceed that on the site before modification, or that permitted by this chapter, whichever is smaller.
- C. Resumption of use following abandonment. If a property or use with non-conforming lighting is considered abandoned, then all outdoor lighting shall be reviewed and brought into compliance with this Code before the use is resumed.

Street lights that are not located along Highway 101 should request shielding from the electric power provider.

9.42.080 Examples

A. Example showing that bright lights are not always better for security. Glare from bright wall light masks person standing at gate.

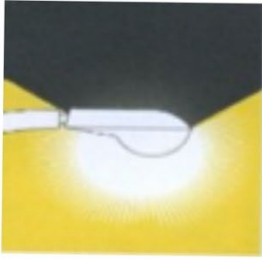


B. Example of before and after with addition of shielding on a street light. Shielded light better illuminates roadway and sidewalks. (Images from International Dark-Sky Association Intro to Lighting public materials)

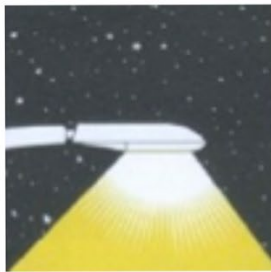


C. Example of shielding reducing glare on property and providing for better illumination of area.

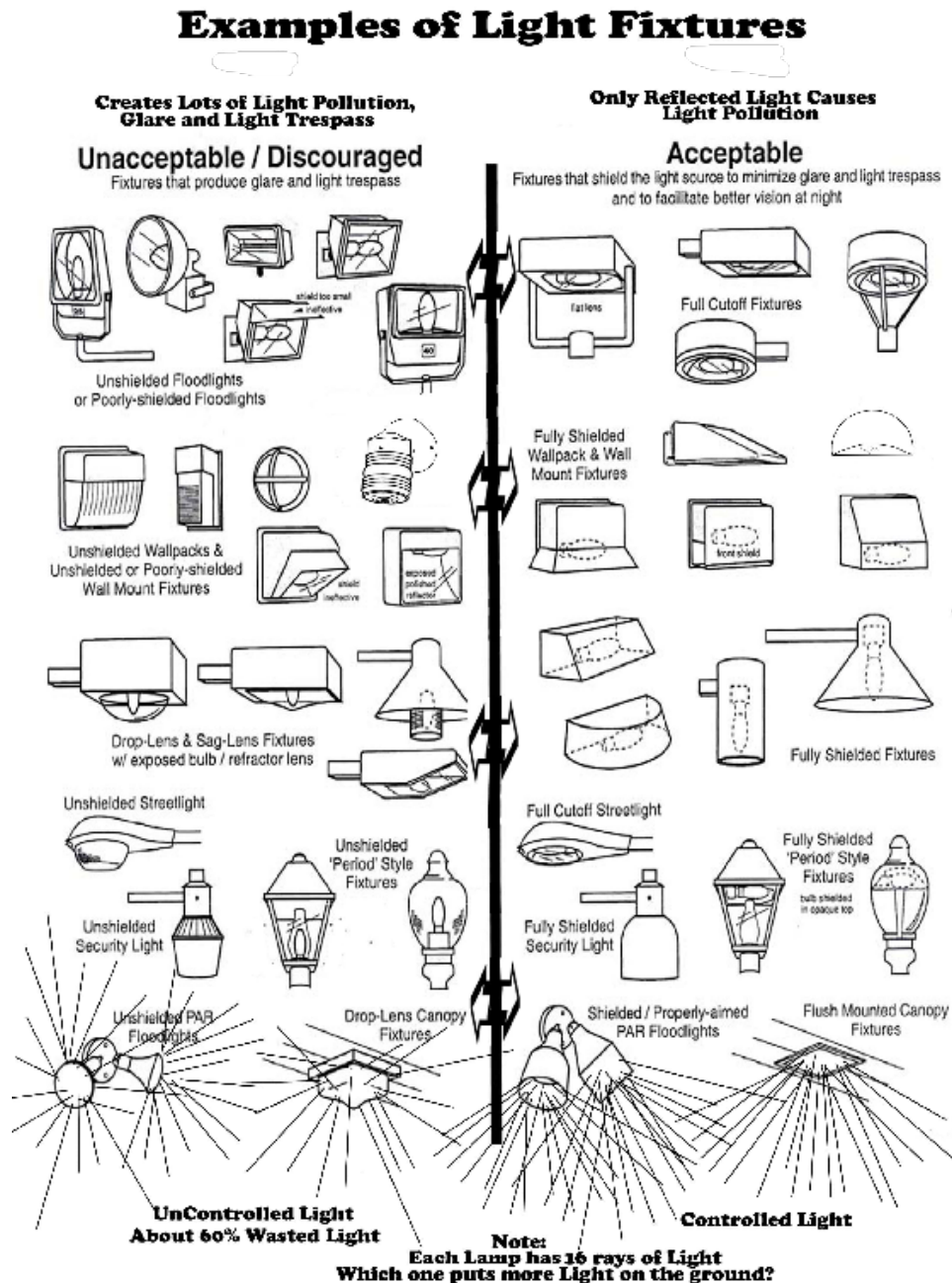
UNSHIELDED



SHIELDED



D. Examples of properly shielded light fixtures. (Images from International Dark-Sky Association Intro to Lighting public materials)



From International Dark-Sky Association Model Lighting Ordinance for use by municipalities



DATE: August 26, 2020

TO: W. John Moore, Mayor and
Yachats City Council

FROM: Rick McClung

SUBJECT: Gimlet Drive Gates Mitigation & Type of Gate

Now that Council has approved the new location of the gates, we need to figure out next steps.

Council tasked Public Works with:

- Research Arm Gate w/card lock system
- Cost of installation

Because of the short time between the last Council meeting and the due date of this report the project is just now beginning to gain traction with the research portion of Council request.

Public Works is working with the Cities Engineer of Record to help reduce staff time during the discovery/Research portion of this project. Below are the engineers recommendations.

Rick

I think what you want is referred to as a "Barrier Gate." The photo in your report is a product manufactured by a company called DKS. They are a reputable company that makes all kinds of gate operation solutions. The specific web page for these products is <https://www.doorking.com/consumers/parking>. The local representative for DKS is Outdoor Fence in Salem (<https://outdoorfence.com/>). They are a reputable fencing

company that has done a lot of work on several of our projects over the years. Probably the easiest thing to do is contact Outdoor Fence and just start working with them to figure out the details and get a proposal from them to do the work. They do installation work and can provide more accurate cost information than we can. They also install many automatic gate operator systems, and they may be able to offer some suggestions to work with the gates that you have.

Some concerns we would have would be related to the harsh coastal environment. It would probably worth spending additional money to install the most corrosion resistant products they offer. Even then, some of the mechanical and electrical components might not last as long as you would like. I'm not sure there is anything you can do about that other than install the most corrosion resistant equipment you can.

Let me know if you need any other assistance from us on this project.

Thanks.

Christopher J. Brugato, P.E.

Westech Engineering, Inc.

3841 Fairview Industrial Dr. SE Suite 100

Salem, OR 97302

PH 503.585.2474

FX 503.585.3986

Public Works input

At the time of this report, Public Works has not yet contacted the vendors identified in the engineer's report.

This does not mean we can't keep moving forward while we wait for details

Let us assume the project might cost \$15,000 to \$20,000 -Question then becomes how will the City fund this? The adopted street budget cannot absorb the cost of this project. I feel we have two options.

1. If we want to get the project constructed this year, we will have to amend the Street CIP project list and make this a CIP to fund the project.

2. Keep the gates where they are at “for now” and put community locks on them. Let the discovery process continue to happen and put a well thought out gate project on the books for the next budget year.

My personal preference would be option 2 because of these outstanding tasks that need to be completed before construction.

- Surveying of the 2 gate locations
- Project cost
- Public outreach
- Public Approval
- Funding mechanisms

Council Question:

After review and discussion, how does Council wish to proceed, option 1 or 2?

Historical information from previous Council meetings

8/19/20

The “locked” Gimlet Dr gates have raised the interests of homeowners that live in the Blackstone/Horizon Hill Rd neighborhood. What they are concerned about is if there was a wildfire or natural disaster that blocks Horizon Hill Rd to Spruce Street that there would be no way

for them to exit the neighborhood if the Gimlet Dr. gates are locked, thus blocking an auxiliary exit.

As noted in previous Council reports, the section of Gimlet Dr between the gates is not recognized as a City right-of-way street. The steepness of this section of road ranges 22% to 26% grade and our City code says 20% grade is the maximum allowed. Even with the gates open, there are significant safety issues. Parts of the road receive little sun and become slippery with vegetation growing on the road, creating additional vehicle hazards and safety issues.

Currently, the gates are open as per implementation of resolution 2020-121 adopted by Council on June 24, 2020.

The City met with the Fire Dept to gain knowledge of the history and issues surrounding Gimlet Dr. from their perspective.

- Street is too steep to drive fire trucks on.

- Current gate locations are causing a lot of issues. The Fire Dept has received many calls for help from drivers being stuck at the gates because they cannot turnaround or backup.
- Fire Dept suggested moving the gates to a much more driver friendly location so they can turnaround safely.
- Fire Dept recommended using the same lock system as Hancock Forest Management uses on their gates and they can be re-programmed. This would allow the code holders to be able to open the gate if it is locked

Mitigation Proposal

Gate placement to mitigate vehicle safety

Lower Gate

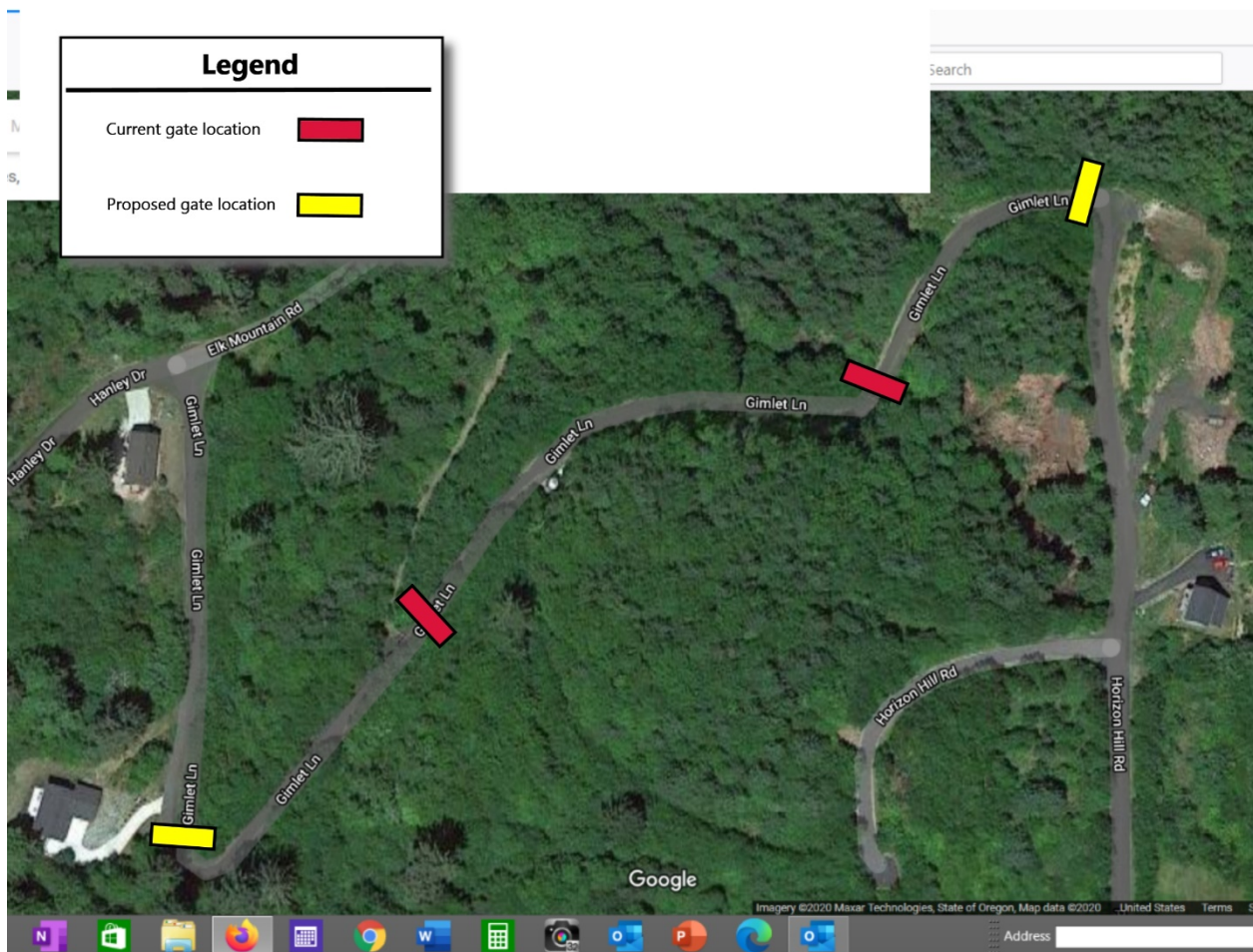
- The proposed gate located on the bottom of Gimlet has been moved so it can be seen as soon as a vehicle enters on to Gimlet.
- This removes the mystery of how far the road goes before it is closed, deterring drivers from going up the road in the first place
- Provides a better area for vehicles to turnaround

Upper Gate

- The Proposed gate location is in the same spot as originally proposed
- Provides adequate vehicle turnaround

Type of Gate

- This is still under consider
- Consider a Card-Lock electric swing arm gate of some sort





DATE: August 19, 2020

TO: W. John Moore, Mayor
Yachats City Council

FROM: Shannon Beaucaire, City Manager

SUBJECT: Gimlet Drive Gates Mitigation

Historical Council information is attached to this memo.

On August 5, 2020, the City Council requested that Mr. McClung and the Yachats Fire Department visit the site and provide information on:

1. Advise on whether to move the same gates or install different gates at the recommended locations.
2. Recommend signage language and location.
3. Provide a topographical map, if possible, to demonstrate slope.

As of August 12, 2020, a site visit was scheduled for August 14, 2020 at 10AM. Additional reporting will occur at the August 19 Council Meeting.

Council Question:

After review and discussion, how does Council wish to proceed?

Historical information from previous Council
meetings



DATE: August 5, 2020

TO: W. John Moore, Mayor
Yachats City Council

FROM: Rick McClung, Public Works

SUBJECT: Blackstone Gimlet Dr Gates Mitigation

The “locked” Gimlet Dr gates have raised the interests of homeowners that live in the Blackstone/Horizon Hill Rd neighborhood. What they are concerned about is if there was a wildfire or natural disaster that blocks Horizon Hill Rd that there would be no way for them to exit the neighborhood if the Gimlet Dr. gates are locked, thus blocking an auxiliary exit.

As noted in previous Council reports, the section of Gimlet Dr between the gates is not recognized as a City right-of-way street. The steepness of this section of road ranges 22% to 26% grade and our City code says 20% grade is the maximum allowed. Even with the road open, there are significant safety issues. Parts of the road receive little sun and become slippery with vegetation growing on the road, creating additional vehicle hazards and safety issues.

Currently, the gates are open as per implementation of resolution 2020-121 adopted by Council on June 24, 2020.

I will be present at the Council meeting to provide additional details and answer questions.

The City met with the Fire Dept to gain knowledge of the history and issues surrounding Gimlet Dr. from their perspective.

- Street is too steep to drive fire trucks on.

- Current gate locations are causing a lot of issues. They have received many calls for help from drivers being stuck at the gates because they cannot turnaround or backup -causing a very dangerous situation.
- Suggested moving the gates to a much more driver friendly location so they can turnaround safely.
- Recommended using the same lock system as Hancock Forest Management uses on their gates so they can be re-programmed. This would allow the neighborhood to be able to open the gate if it is locked.

Two Types of locks on gated roads –(from Hancock Forest Management)

- The first is a combo lock that can be re-programmed. It's a simple lock that can be purchased at Home Depot. These locks are not typically used because they can easily be broken and must be replaced frequently.
- The second type is a Best Lock which uses a key. These locks can be changed by changing out the internal core. That's the standard lock and they're expensive but high quality. You must contact Best Locks to have a specialty key series created for your company/agency.

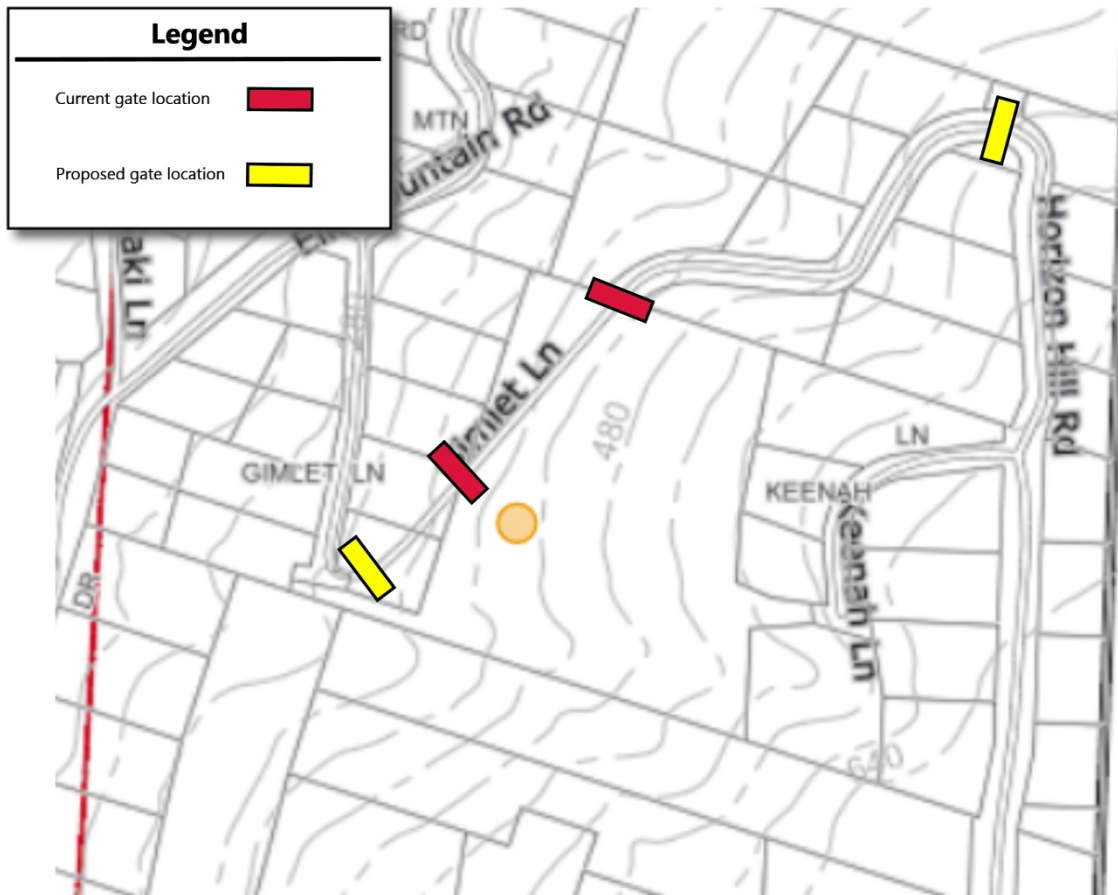
Recommendation after discussion with the Fire Department:

New gate locations/locks

- Keeps drivers off the 22%-26% portion of Gimlet.
- Allows for a driver to turnaround more safely, although the turnaround areas do not meet street standard codes -it helps mitigate driver safety.
- Programmable locks allows for the evolution of different key owners by reprogramming the lock once a year.

Council Question:

1. Does Council authorize the relocation of the gates, and installation of appropriate signage, for turnaround safety and onto City Right of Way?
2. Does Council authorize the purchase of Best Locks, reprogramming once per year, and issuance of keys annually to all homeowners on Horizon Hill Road?





DATE: June 24, 2020

TO: W. John Moore, Mayor
Yachats City Council

FROM: Shannon Beaucaire, City Manager

SUBJECT: Gimlet Lane

Attached, please see the history in the memorandum presented to Council on November 22, 2019. This was originally raised in April 2019 with a concern over access in case of a wildfire.

On December 5, 2019, the City Council authorized working with the Blackstone homeowner's association to turn over gate keys, erect signage, and ensure safe access for emergency purposes.

The City has had discussions with representatives of the homeowner's association and have been unable to come to an agreement. It is once again fire season.

It is recommended at this time, that we install the signage as directed and chain open the gates in order to implement the direction given by Council on December 5, 2019.



**CITY OF YACHATS
RESOLUTION NO. 2020-121
A RESOLUTION OF THE CITY OF YACHATS, OREGON
REGARDING GIMLET LANE**

WHEREAS, on April 16, 2019, the Council was requested to review opening the gated section of Gimlet Lane for emergency access purposes and allow a secondary access in case one access was blocked by fire;

WHEREAS, after consideration of the professional opinions of the City's engineer, attorney, planner, and public works, the City Council again discussed the recommendations and research at its December 5, 2019 meeting and resolved in Resolution 2019-102:

- That the City erect signage on city property indicating that the portion of the road not owned by the City is privately owned and caution should be utilized;
- The City is to work with the Blackstone homeowner's association to turn over gate keys and establish a utility easement; and
- The City will encourage the homeowner's association to work with appropriate entities to encourage safe access for emergency purposes.

WHEREAS, City staff has had discussions with the Blackstone homeowner's association representatives.

NOW THEREFORE, the City of Yachats resolves to install signage and open the gates to allow for emergency access purposes.

Passed and adopted June 24, 2020. This Resolution is effective upon adoption.

CITY OF YACHATS

By: _____
W. John Moore, Mayor

ATTESTED TO BY:

Shannon Beaucaire, City Manager



CITY OF YACHATS
RESOLUTION NO. 2019-102
A RESOLUTION OF THE CITY OF YACHATS, OREGON
REGARDING GIMLET LANE

WHEREAS, on April 16, 2019, the Council was requested to review opening the gated section of Gimlet Lane for emergency access purposes;

WHEREAS, after review and research it was determined that the City did not own the gated section of Gimlet Lane (Attachment A);

WHEREAS, after consideration of the professional opinions of the City's engineer, attorney, planner, and public works, the City Council again discussed the recommendations and research at its December 5, 2019 meeting,

NOW THEREFORE, the City of Yachats resolves as follows:

- That the City erect signage on city property indicating that the portion of the road not owned by the City is privately owned and caution should be utilized;
- The City is to work with the Blackstone homeowner's association to turn over gate keys and establish a utility easement; and
- The City will encourage the homeowner's association to work with appropriate entities to encourage safe access for emergency purposes.

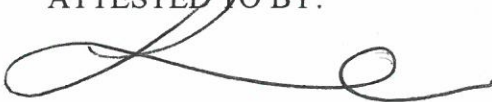
This Resolution memorializes action taken by the Council on December 5, 2019 and is effective as of that date.

CITY OF YACHATS

By: _____


W. John Moore, Chair

ATTESTED TO BY:



Shannon Beaucaire, City Manager



DATE: November 22, 2019

TO: W. John Moore, Mayor
Yachats City Council

FROM: Shannon Beaucaire, City Manager

SUBJECT: Emergency Access on Gimlet

On April 16, 2019, Mr. King and Mr. Hofer requested that the gates on Gimlet Lane be opened for safety reason and to have traffic be allowed one-way going down Horizon Hill Road to Gimlet Lane.

After investigation, it was determined that the portion of the road that was blocked with the gates was not owned by the City but the homeowner's association. Council received testimony on July 3, 2019 from the City's Engineer of Record, Westech that a breakaway gate requires frequent repairs and it was dangerous to open the gate due to the steepness of the road. The safety issue was confirmed by the City's Planner, Dave Mattision. Both the engineer and planner recommended securing an easement for the City's utilities and that the road not be made public. The engineer looked into an electronic gate for vehicles going downhill, the cost upwards of \$10,000 and in an emergency the electronics might fail. The engineer also indicated that they recommended against pedestrian traffic in the area due to the liability.

Rick McClung stated the previous Mayor and Council asked Public Works to install the gates and Public Works has been using that road to service the pump station. The engineer and the City Attorney recommended that an easement be obtained for the City's utilities, installation of private road signs be installed at each end of the roadway, and that the keys to the gates be turned over to the homeowner's association. The Council concurred to get an easement for the properties of concern.

Mr. Lauritzen and Mr. Musial indicated that they recalled that the previous Council accepted the street from the homeowner's association.

Subsequently, numerous team members reviewed materials related to the subdivision. This is a summary of that research:

- Staff Report August 2005 to Planning Commission from Planner Larry Lewis

Gimlet Lane. *Gimlet Lane will be a steep road due to topographic conditions. There is a question whether or not this Gimlet Lane can be constructed with slopes that will allow for regular local traffic, or if it would only accommodate emergency vehicles. Every effort should be made to make this connecting road accessible to local traffic. The ability to accommodate local traffic would alleviate increased traffic on the existing portion of Horizon Hill Road. Yachats street design standards allow for a road to have a maximum slope of 20% however, a reduced slope is preferred. YRFPD has requested that Gimlet Lane have an all-weather surface, i.e. chip-seal, asphalt, etc.*

The 'Gimlet Lane' name needs to be approved by the Yachats Rural Fire Protection District.

Conclusions - Gimlet Lane. *Gimlet Lane shall have a minimum 40 foot right-of-way with a minimum 16 foot wide asphalt road and public walk surface, and maximum 20% slope. The street name shall be approved by YRFPD and the City.*

- Findings and Conclusions September 2005 Order to Applicant – Conditions of Approval

It is ORDERED by the Yachats Planning Commission that Case File #1-S-PC-05 for the requested fourteen (14) lot Black Stone II Subdivision be and is hereby approved. Said approval is subject to the following conditions:

Gimlet Lane. *Gimlet Lane shall have a minimum 40 foot right-of-way with a minimum 16 foot wide asphalt road and public walk surface, and maximum 20% slope. The street name shall be approved by YRFPD and the City.*

Letter from Larry Lewis to Jonathan Monschke

This decision will become effective on Tuesday, October 11, 2005 at 4:30 PM unless an appeal is filed with the City of Yachats.

- December 2011 Council Minutes – gates were installed
- 2013 Letters between Public Works Director Larry Blanchard and Northwest HOA Law Center discussing the fact that the City never accepted ownership of the streets
- 2014 correspondence between Mr. Blanchard and Mr. Musial indicating that the HOA is requesting that the City develop an agreement will pay the City to accept the streets.
 - Mr. Blanchard's correspondence indicates that the payment is \$10,048. Mr. Musial provided a check for \$8,471.20

- The notes listed as Option A refer to Gimlet Way – but do not definitively identify the portion of Gimlet in Question
- December 11, 2014 Council Minutes
 - State that Blackstone HOA agreed to pay \$10,048 for option A. There was discussion about the deficiencies that resulted in the City rejecting the street system in the subdivision. Blanchard said Option A includes only a slurry seal, but if the core samples come back showing that more work would be necessary then Option B would be required to bring the streets up to City Standards. There was consensus to spend \$250 for the core samples so that the Homeowners Association can be told which Option will be necessary before any decisions are made.
- January 8, 2015 Resolution bringing streets in Blackstone Development to City Standards.
- Maps
 - June 2003 showing Gimlet as a nature trail with Emergency vehicle turn around/access
 - July 2004 Showing Gimlet as a trail Connecting Gimlet and Keenah
 - September 2014 Memo Showing a Lincoln County Map the portion of Gimlet in question as the current status shown on a map printed November 22, 2019.

What is missing from all of this documentation is specific information regarding this small portion of Gimlet Lane.

All discussions have focused on safety. Recollections are that that specific portion of Gimlet is too steep to be safely navigated. The road was never conveyed to the City and the Engineer and Attorney have provided their recommendations.

The current recommendation is that the City obtain an easement to maintain its utilities, that signs be placed at either end indicating that the road is private, and turn over the keys to the gate to the HOA. The street is under their ownership and they can determine whether to open the gates.



City of Yachats
PUBLIC WORKS DEPARTMENT
500 W. 7th St.
P.O. Box 345
Yachats, OR 97498

MEMORANDUM

TO: Mayor-Ron Brean, Council President-Greg Scott, Council-members; Sandra Dunn, Barbara Frye

FROM: Larry R. Blanchard, Public Works Director

**DIVISION/
SECTION:** Public Works Department/ Engineering Division/Street Systems Pavement Management

RE: Blackstone Subdivision

SUBJECT: Operations and Maintenance of Blackstone Street System

Lawrence Musial, a Board member of the Blackstone Homeowners Association came before the City Council during the December 11th, 2014 City Council Meeting and asked the City Council to accept the Streets in the Blackstone Subdivision. Acceptance of the Streets would be contingent upon the Blackstone Homeowners Association payment to the City of \$10,048 under the Option "A" Proposal from the June 20th, 2013 letter from the City of Yachats Public Works Director.

The remaining criteria to determine whether Option "A" or Option "B" is acceptable is the completion of Core Sampling of the Asphalt and Crushed Rock. The City Council authorized the Public Works Director to proceed with taking Core Samples of the Asphalt and Crushed Rock under the Asphalt for the Streets in the Blackstone Subdivision.

Core Samples indicate that the Asphalt depths in the 11 sample location average between 1-3/4" to 4-1/2" inches thick, and crushed rock averaged between 6" and 11" inches thick. Street Standards typically require 2-3 inches of Class "C" Hot Mixed Asphalt, and 6" - 8" inches of Compacted Crushed Rock. If repairs are made as recommended by Option "A" the Streets in the Blackstone Subdivision would provide at a minimum Twenty-Year (20) Life prior to the next major Asphalt Deep Patching and/or Asphalt Overlay.

Recommendation

- 1) Accept the offer from the Blackstone Homeowner Association to accept the Streets in the Blackstone Subdivision contingent upon the payment of \$10,048 to the City of Yachats to repair the streets according to Option "A" as described in the June 20th, 2013 Letter from the Public Works Director of the City of Yachats.

- 2) The formal process of accepting the Streets by the City can be researched and the necessary documentation required can be outlined in future correspondence between the Blackstone Homeowners Association and the City.
- 3) The Public Works Department will include the work outlined in Option "A" in the 2014/2015 Street Repair and Rehabilitation Work described in the 2014/2015 Capital Improvements Plan. This work is estimated to be completed prior to June 30th, 2015.

Cc: Pavement Management File
Nancy Batchelder, City Recorder

Attachments: June 20th, 2013 Letter from Yachats PWD
CoringBlackstone12192014 Spreadsheet

CITY OF YACHTS

Cost Item #	Description of Work To Be done	Number of Units	Units	Number of Hours/Units	Cost/Hour or Cost/Unit	Cost of Work
Repair 1)	Hanley Way Saw Cut, Remove AC, Regrade/Compact and Install HMA Class C	70	Square Feet	70	5	\$350.00
Repair 2)	Gimlet/Hanley Saw Cut, Remove AC, Regrade/Compact and Install HMA Class C	16	Square Feet	16	5	\$80.00
Repair 3)	Hanley Saw Cut, Remove AC, Regrade/Compact and Install HMA Class C	225	Square Feet	225	5	\$1,125.00
Repair 4)	Hanley Saw Cut, Remove AC, Regrade/Compact and Install HMA Class C	4	Square Feet	4	5	\$20.00
Repair 5)	Hanley Saw Cut, Remove AC, Regrade/Compact and Install HMA Class C	4	Square Feet	4	5	\$20.00
Repair 6)	Hanley Saw Cut, Remove AC, Regrade/Compact and Install HMA Class C	4	Square Feet	4	5	\$20.00
Repair 7)	Hanley Saw Cut, Remove AC, Regrade/Compact and Install HMA Class C	16	Square Feet	16	5	\$80.00
Repair 8)	Hanley Saw Cut, Remove AC, Regrade/Compact and Install HMA Class C	36	Square Feet	36	5	\$180.00
Repair 11)	Gimlet Way Saw Cut, Remove AC, Regrade/Compact and Install HMA Class C	36	Square Feet	36	5	\$180.00
Repair 12)	Gimlet Way Cut, Remove AC, Regrade/Compact and Install HMA Class C	75	Square Feet	75	5	\$375.00
Repair 13)	Gimlet Way Saw Cut, Remove AC, Regrade/Compact and Install HMA Class C	60	Square Feet	60	5	\$300.00
Repair 14)	Gimlet Way/Horizon Saw Cut, Remove AC, Regrade/Compact and Install HMA Class C	60	Square Feet	60	5	\$300.00
Repair 15)	Core Sample thin areas to determine if a Slurry Seal or Overlay is required to retain @ least a Twenty Year Life	10	Locations	10	25	\$250.00

Street Repair and Rehabilitation

[illegible]

CITY OF YACHATS

Asphalt Thickness
Crushed Rock Thickness

Coring #	Description of Location of the Coring	Depth of Asphalt	Depth of Rock	Units	Comments
1	Center of the Intersection of Hanley Drive and Saki Lane	2-3/4"	8"	Inches	Standard is 2-3 inches of Class "C" Hot Mix Asphalt over 6-8 inches of 1"-0" Crushed Rock
2	Saki Lane 15' North of Hanley Drive Westside of Saki Lane	4-1/2"	6"	Inches	Standard is 2-3 inches of Class "C" Hot Mix Asphalt over 6-8 inches of 1"-0" Crushed Rock
3	Saki Lane 140' North of Hanley Drive Westside of Saki Lane	1-3/4"	9"	Inches	Standard is 2-3 inches of Class "C" Hot Mix Asphalt over 6-8 inches of 1"-0" Crushed Rock
4	Hanley Drive 176' West of the Intersection of Hanley, Gimlet, and Elk Mtn Road north side of Hanley	1-3/4"	10"	Inches	Standard is 2-3 inches of Class "C" Hot Mix Asphalt over 6-8 inches of 1"-0" Crushed Rock
4-A	Hanley Drive 76' West of the Intersection of Hanley, Gimlet, and Elk Mtn Road Center of Hanley	1-3/4"	9"	Inches	Standard is 2-3 inches of Class "C" Hot Mix Asphalt over 6-8 inches of 1"-0" Crushed Rock
5	Intersection of Gimlet and Horizon Hill Road, Center of Road	3-1/4"	6"	Inches	Standard is 2-3 inches of Class "C" Hot Mix Asphalt over 6-8 inches of 1"-0" Crushed Rock
6	180' North of Gimlet/Horizon Hill Road Center of Horizon Hill Road	1-3/4"	11"	Inches	Standard is 2-3 inches of Class "C" Hot Mix Asphalt over 6-8 inches of 1"-0" Crushed Rock
7	151' North of Gimlet/Horizon Hill Road eastside of Horizon Hill Road	2-1/4"	7"	Inches	Standard is 2-3 inches of Class "C" Hot Mix Asphalt over 6-8 inches of 1"-0" Crushed Rock
8	308' North of Gimlet/Horizon Hill Road westside of Horizon Hill Road	1-3/4"	7"	Inches	Standard is 2-3 inches of Class "C" Hot Mix Asphalt over 6-8 inches of 1"-0" Crushed Rock
9	413' North of Gimlet/Horizon Hill Road eastside of Horizon Hill Road	2-1/4"	6"	Inches	Standard is 2-3 inches of Class "C" Hot Mix Asphalt over 6-8 inches of 1"-0" Crushed Rock
10	550' North of Gimlet/Horizon Hill Road westside of Horizon Hill Road	2"	7"	Inches	Standard is 2-3 inches of Class "C" Hot Mix Asphalt over 6-8 inches of 1"-0" Crushed Rock



City of Yachats

PUBLIC WORKS DEPARTMENT

500 W. 7th St.

P.O. Box 345

Yachats, OR 97498

Laurence Musial
1111 Yachats Way
Yachats, OR 97498

June 20th, 2013

Subject: Blackstone Sub-division Public Improvement Acceptability

Re: Street System Repairs and Rehabilitation Work Prior to City Acceptance for Operations and Maintenance

Dear Mr. Musial;

We discussed earlier this month that the City of Yachats-Public Works Department would be conducting an Overall Condition Index (OCI) evaluation of the street system in the Blackstone Sub-division. As a result of this evaluation I have completed the report and the following work would need to be completed before the City would consider accepting the street infrastructure as complete, and ready for the City of Yachats-Public Works Department to operate and maintain this street system.

It is apparent that there is fairly rapid deterioration of the street infrastructure due to the lack of maintenance of the street systems, therefore we will begin a massive vegetation mowing in the next few days. Also, it is evident that there are some areas especially along Gimlet that need to be either overlaid with HMA Class C Asphalt or it is possible that a Slurry Seal could slow the deterioration by sealing out the moisture penetrating the asphalt into the base rock underneath the asphalt. I have included in the cost estimate funding to complete core sampling of the existing asphalt in ten (10) locations to make sure the City will retain at least a twenty (20) year life from this street system.

I have included two (2) options; 1) Option A-Slurry Seal Gimlet Way, or Option B- Grind and Overlay Gimlet Way with 2"-inches of Class C Hot Mix Asphalt. The determination of the option the City will accept will be based on the core samples taken throughout the street system. In any event the repair work to the asphalt must be completed in either option.

I would like to meet with you to further discuss your next steps. Please contact me at your earliest convenience so we can schedule the meeting, it is imperative complete this work this before winter and to get this work placed on our schedule.

Sincerely;

Larry R. Blanchard

June 20th, 2013

Larry R. Blanchard, Public Works Director

Date

Attachment: Estimate of Cost EOC2013-002

CITY OF YACHTS

Cost Item #	Description of Work To Be done	Number of Units	Units	Number of Hours/Units	Cost/Hour or Cost/Unit	Cost of Work
Repair 1)	Hanley Way Saw Cut, Remove AC, Regrade/Compact and Install HMA Class C	70	Square Feet	70	5	\$350.00
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Repair 4)	Hanley Saw Cut, Remove AC, Regrade/Compact and Install HMA Class C	4	Square Feet	4	5	\$20.00
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Repair 12)	Gimlet Way Cut, Remove AC, Regrade/Compact and Install HMA Class C	75	Square Feet	75	5	\$375.00
Repair 13)	Gimlet Way Saw Cut, Remove AC, Regrade/Compact and Install HMA Class C	60	Square Feet	60	5	\$300.00
Repair 14)	Gimlet Way/Horizon Saw Cut, Remove AC, Regrade/Compact and Install HMA Class C	60	Square Feet	60	5	\$300.00
Repair 15)	Core Sample thin areas to determine if a Slurry Seal or Overlay is required to retain @ least a Twenty Year Life	10	Locations	10	25	\$250.00

CITY OF YACHATS
RESOLUTION NO. 2015-01-02
Blackstone Street Agreement

WHEREAS, City Council authorized the Public Works Director to take core samples in order to determine the amount of work required to bring the streets in the Blackstone Development to City Standards;

WHEREAS, core samples showed that there is adequate sub-surface material to go forward with the repairs based on Option A;

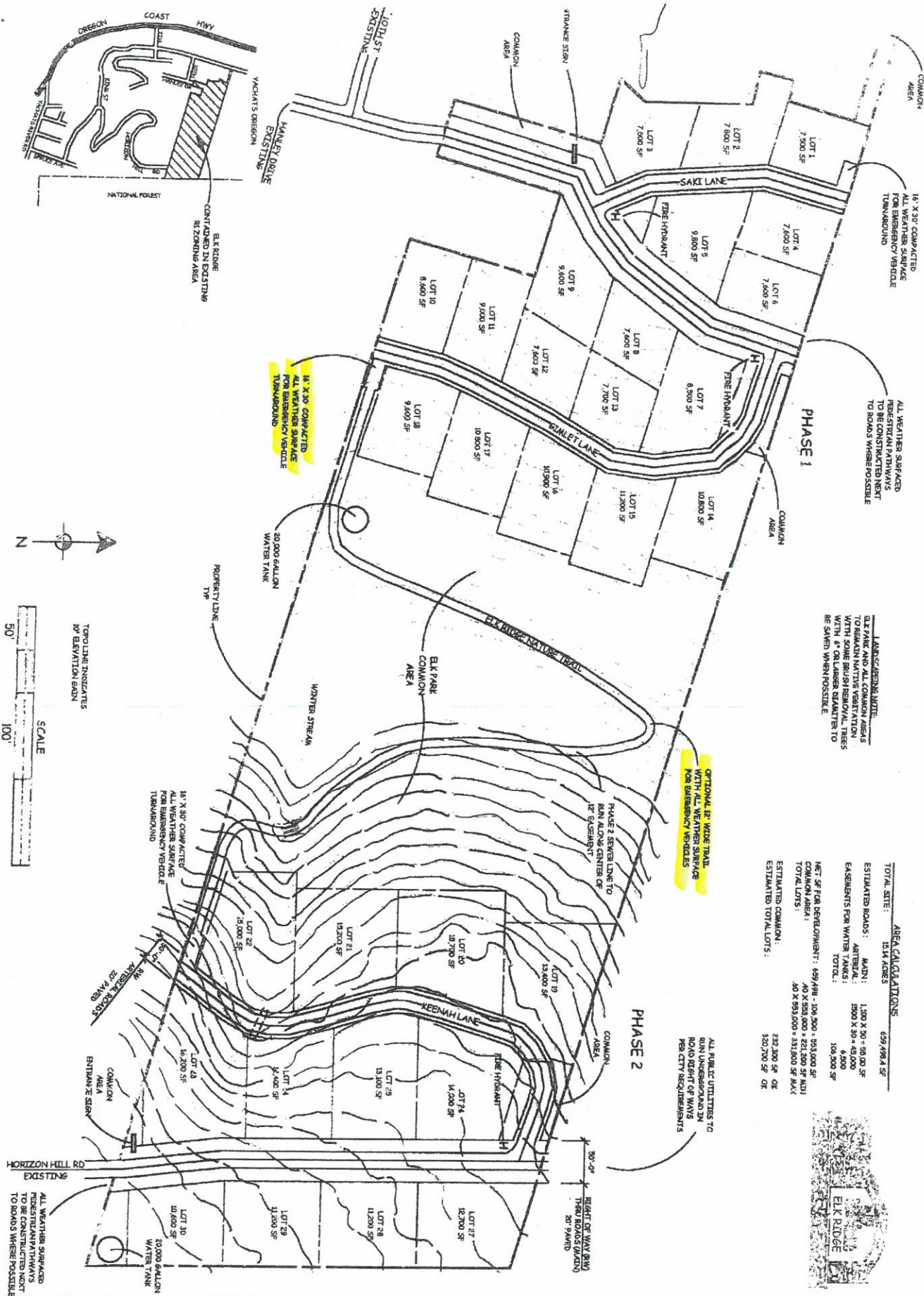
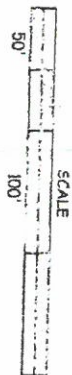
NOW THEREFORE, the City of Yachats resolves to move forward with the repairs as per Option A, attached and marked "Exhibit A", billing the Homeowners Association for the repairs, accepting the streets once the repairs have been completed and establishing a process for accepting streets in developments in the future.

This Resolution is memorializing an action taken by City Council at the January 8, 2015 meeting and was effective as of that date.

Attest:

Ronald L. Brean, Mayor

Nancy Batchelder, City Recorder



AREA CALCULATIONS	
TOTAL SITE:	15.14 ACRES
ESTIMATED ROADS:	MAINT: 659,498.4 SF
ESTIMATED WATERBAY:	1,100 X 50 = 55,000 SF
EASEMENTS FOR WATER TANKS:	1500 X 30 = 45,000
TOTAL:	6,500
NET SF FOR DEVELOPMENT:	105,500 SF
COMMON AREA:	409,498 - 105,500 = 303,998 SF
COMMON LOTS:	40 X 555,000 = 22,200 SF MIN.
TOTAL LOTS:	40 X 555,000 = 22,200 SF MAX.
ESTIMATED COMMON:	222,300 SF OR
ESTIMATED TOTAL LOTS:	320,700 SF OR



TIMBERSTONE
DESIGN/CONSTRUCTION
PO BOX 2272
NEWPORT OR 97365
503.720.2287
timberstone@nyc.com

JONATHAN MONSCHKE
PO BOX 2272
NEWPORT OR 97365
monschke@mac.com

ELK RIDGE
YACHATS OREGON
PRELIMINARY PLAN

DRAWN JDM
DATE 8/18/0
SCALE 1" = 50'
DRAWING NO

10

BLACK STONE

FINAL DESIGN
CITY OF YACHTS, LINCOLN COUNTY, OREGON



ELK RIDGE YACHTS, LLC P O BOX 88 YACHTS, OR 97498 PHONE 208.720.2287	STROKER ENGINEERING 74500 OLD CONDOR BRIDGE ROAD CLOVERDALE, OR 97312 PHONE 503.392.3502	MYTHUS SURVEYING, INC. P O BOX 206 TIDEWATER, OR 97391 PHONE 541.528.3234	DATE: JULY 2004 SCALE: 1" = 100 FEET DRAWN: CAM REVISION: 1
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City of Yachats

441 Hwy 101 N.
P O Box 345
Yachats, OR 97498

September 30, 2014

To: Yachats Mayor & City Council
cc: Nancy Batchelder, City Recorder
From: Larry Lewis, City Planner
Re: Tom Rodovsky's Request to Donate Open Space Parcel to the City
Tax Lot 2300 of Tax Map 14-12-26BB

Per your request, here is additional information regarding the above referenced parcel.

OPEN SPACE SYSTEM

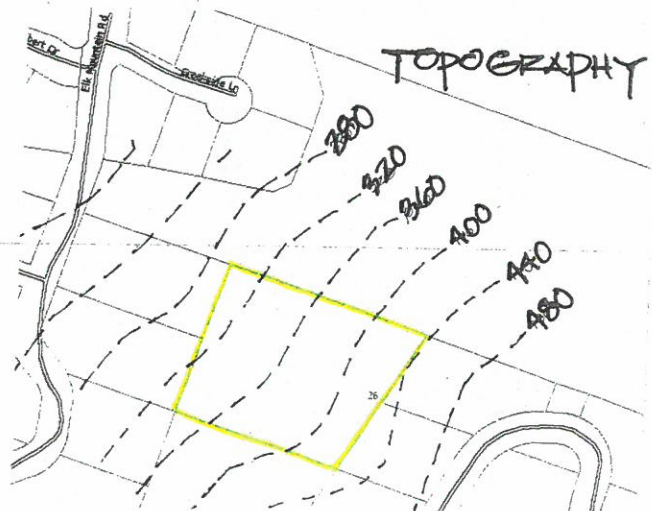
The subject parcel is dedicated as common open space. This is one of four contiguous open space parcels that collectively create a continuous open space system on the east hillside. The other open space parcels were created as part of the Blackstone I and Blackstone II Subdivisions to the south and the Creekside Planned Unit Development to the north. In the past this has been referred to as Elk Mountain Park.

TRAILS

The Village Circulation Plan identifies a continuous north-south oriented 'east side trail'. Constructing a trail through this parcel would be challenging due to the topography. It is more feasible to have a north-south oriented trail west of the parcel (alongside or near Elk Mountain Road) or east of the parcel (extend a trail north of Horizon Hill Road).

TOPOGRAPHY

This parcel has a significant slope downward from east to west. Based on limited topographic data it appears there is a 50% slope across the parcel.



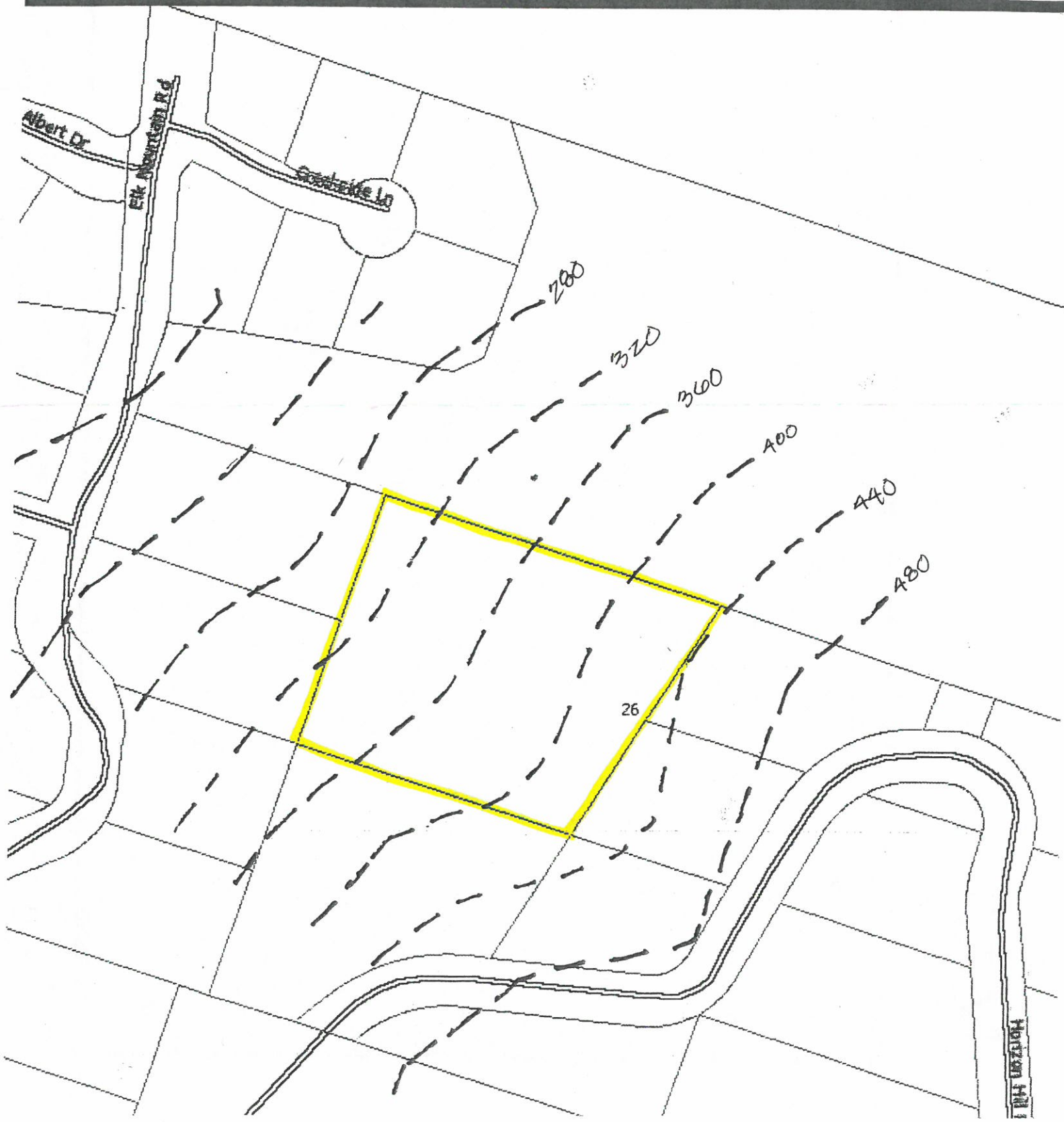
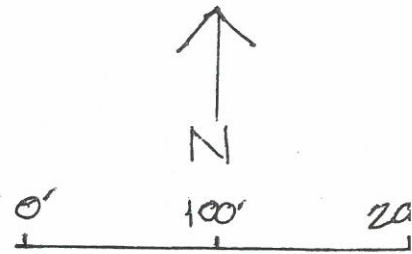
EAST HILLSIDE OPEN SPACE



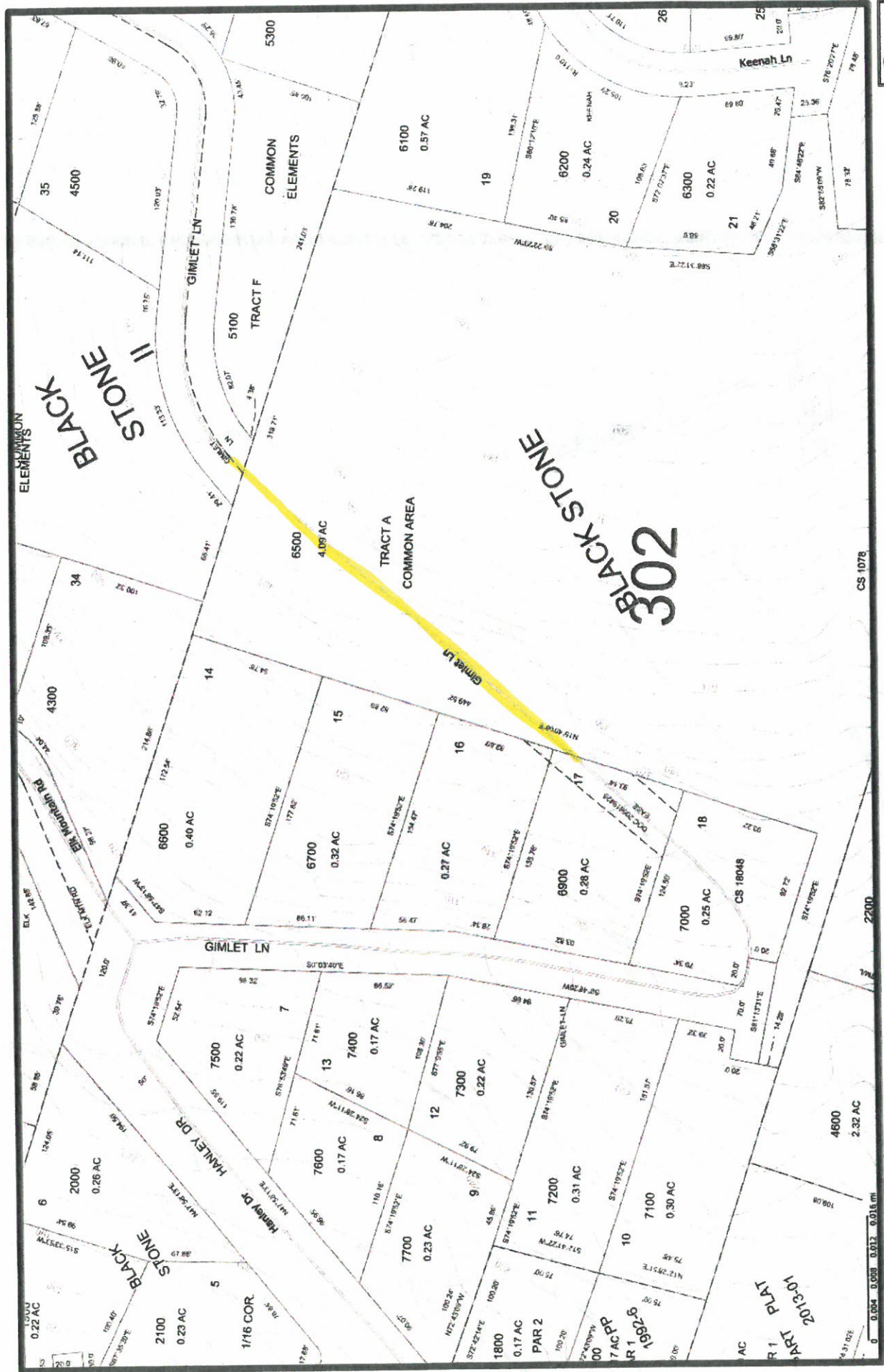
Printed 09/30/2014

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Map





CITY OF YACHATS MEMORANDUM

DATE: 2020-08-25
TO: Mayor Moore and Yachats City Council
FROM: Heather Hoen Community Services Coordinator
SUBJECT: Phase 2 Modified Opening of City Facilities

Lincoln County has been approved to move to Phase 2 on the 8th of September 2020 if all metrics have been met for 7 days prior.

Many of the City's facilities would qualify for the Phase 2 openings. Currently we do not have the Staff to be able to resume all the functions at allowed capacity. Below you will find a chart of the facilities, whether it could be opened and what seems to be feasible for our staff and volunteers.

City Hall	Can be opened to the public.	Should be opened to appointment only. The small space where a customer is received only allows one person at a time to maintain social distancing. This would also allow for disinfecting between customers.
Commons Building	Can be open to the Public	Should be open for a modified schedule to allow for sanitizing of the spaces. Classes if they resume should be limited to the Multi-Purpose room and Kitchen to Minimize the impact to the rest of the building. Classes would only be able to have 12-16 participants to maintain social distancing. All users must wear masks.

Library	Can be opened to the Public	Volunteers are willing to add another day to book reservations and pick up at the door. Not opening to full public use.
Little Log Church and Museum	Can be opened to the Public	Volunteers are unsure as to whether they are comfortable returning currently. Open to a modified schedule possibly.
Playground	Can be opened to the public	Can be opened if social distancing is respected and masks worn when it can't be. Signs should be posted to use at own risk of exposure.

Each of the Facilities face similar challenges to being open to the public. All the Facilities will have to be sanitized at least daily in common areas, but bathrooms will need to be sanitized multiple times throughout the day.

Staff or Volunteers will have to make sure that all the public visiting the buildings are compliant with the mask and social distancing regulations that are in place. The City will also have to decide if they will be checking temperatures as people come into the buildings.

I have spoken to other Cities about their buildings and how they are opening them.

- Most have a dedicated janitorial company or staff person to sanitize regularly.
- A staff member to check temperatures and mask compliance.

At this point in time the City of Yachats does not have these persons/staff. We have the equipment to do them, but not a person to do them. I have been able to acquire hand sanitizing stations, and the sanitizer that goes in them. Thermometers, and facemasks. Disinfectant for sanitizing the surfaces, and an electrostatic sprayer to administer the disinfectant in large areas.

Speaking with the Visitor Center they are willing to start seeing the public on a modified schedule if the Commons building opens in phase 2.

The Preschool is looking at a tentative plan for having class in person at the end of October/First of November. If this does happen the building would have a mixed demographic that should be taken into consideration with regards to opening the building to the public. The Preschool would need the Playground exclusively for their class at recess to meet their requirements with the State. This would mean that a lock would have to be placed on the gates of the Playground at certain times of day and the public blocked from its use. Then the locks removed when the preschool was finished with its use for the day.

There will be no after school program this year.

For Council:

Give City Manager direction as to Council's wishes for opening the City's Facilities to the public in Phase 2.



DATE: September 3, 2020

TO: W. John Moore, Mayor
Yachats City Council

FROM: Parks & Commons Commission

SUBJECT: Driftwood Paving Project

The Parks & Commons Commission recommends that the City Council re-envision the Driftwood Lane project as Park Lane. That is, the street and accompanying parking be considered as an entry to the Yachats Community Park and minimizes intrusion into the green space of the Community Park. Specifically

- The plan put forward by David and Jaqueline Danos represents a vision supported by the commission.
- Wherever possible the project should use green practices to mitigate runoff by integrating swales and other natural methods
- Natural or recovered materials be integrated as hardscape wherever possible
- Landscaping that draws people into the Community Park be integral to the project
- If possible, utilize the existing allocated funds. The committee does recommend that the council expend funds to meet the **dual** goal of improving park aesthetics and traffic flow.

From: [Loren Dickinson](#)
To: [City Hall](#)
Subject: Driftwood Lane Project
Date: Saturday, August 22, 2020 10:11:20 AM

John Moore - Mayor
Shannon Beaucaire City Manager
John Purcell - P&CC Chair

As the City Council will be discussing this project on September 3rd, I would like to put forth a couple of opinions and observations. First, I believe the sketch plan by Jacqueline Danos and David Purcell has a lot of merit. Many of their suggestions represent what our community stands for and strives to achieve. Whereas I believe many of their ideas can be included in the improvement project, I would like to offer the following considerations:

I believe that the proposed bike lane is not appropriate for this location, as there is not much bicycle traffic along that corridor. The bike lane would be appropriate along Hwy 101, but would probably be little used in the proposed location and would take up considerable space east-west. Also, the proposed bollards would pose a hazard to those backing out of the parking spaces. They certainly would require constant repair. The proposed removable bollards at each end of the drive I believe are a good idea to block that area off when needed, much like the existing ones blocking access to the paved area west of the Commons Building.

I believe the project would be better served by providing a sidewalk along the east side, next to the skate park, rather than the bike lane. That would serve not only as a protected path of travel, but also protection to the skate park and those using it.

If the sidewalk is substituted for the bike lane, the proposed boardwalk would not be needed. In the sketch plan, I believe the boardwalk would intrude further into the green space than the sidewalk in the current Driftwood plans. Since many of the citizens have commented that they would prefer not to have much intrusion into the current green space, this may help that aspect. Comments previously made about a boardwalk's construction, cost, safety issues, access, and maintenance are appropriate.

I offer the following technical comment: I am sure the engineers would know this, but (handicap) accessible parking spaces require a loading zone off to the side of the space, making them much wider than a standard parking space. That loading zone is required to have an accessible path of travel to the edge of the development, at a minimum. The only realistic location for one accessible parking space is the last space to the south, next to the charging stations, where it can connect to an accessible sidewalk.

Also, I agree with Jacqueline and David that this project will be somewhat of a "gateway" to the Commons area, and should be nicely landscaped, and possibly with the suggested picnic tables as an amenity.

The City's consideration of these comments is sincerely appreciated.

--

LOREN DICKINSON
333 Jennifer Drive
Yachats, OR 97498



DATE: August 19, 2020

****Note on August 19, Council deferred this to the Sept 3 Council Meeting**

TO: W. John Moore, Mayor
Yachats City Council

FROM: Shannon Beaucaire, City Manager

SUBJECT: Fireworks

On July 15, 2020, the City Council discussed the potential to regulate fireworks in the Yachats city limits. The Council requested additional information. Memo attached.

On August 5, 2020, the City Council requested information on:

1. If a neighbor submits a video showing the illegal fireworks, is it as enforceable as “witnessing” the incident? If it is a vacation renter and the video shows the renter, can the owner of the vacation rental be cited?
2. Can city staff, other than code enforcement cite?
Yachats Municipal Code (YMC) 1.12.040
3. Can a volunteer group be “deputized” to be able to cite?
4. Can you make possession of spent or unspent fireworks “illegal” so they don’t have to be used in order to cite?

Answers received to the above questions:

The working presumption to these answers is that the enforcement of this future regulation would be via issuance of a citation to be filed into municipal court, using the City’s existing code enforcement procedures under YMC Chapter 1.12.

Background on the issuance of citations:

YMC Chapter 1.12 contains the answers to most of the questions here, but there is also an overlay of state law. In addition to YMC Chapter 1.12, violations are governed by state law, in particular ORS Chapter 153. As applicable here, ORS 153.042(1) provides: “Except as provided in ORS 810.410 for issuance of a citation based on a traffic violation, as that term is defined in ORS 801.557, or as otherwise specifically

provided by law, an enforcement officer may issue a violation citation only if the conduct alleged to constitute a violation takes place in the presence of the enforcement officer and the enforcement officer has reasonable grounds to believe that the conduct constitutes a violation.” (Note: ORS 801.410 is not applicable here, as that statute deals with an officer making an arrest for certain traffic crimes.)

The term “enforcement officer” is defined in state statute as well. ORS 153.005(1) defines “enforcement officer” to include police officers and “any other person specifically authorized by law to issue citations for the commission of violations.”

Responses:

For purposes of local City violations, YMC 1.12.040 defines who can issue citations and therefore defines who is an “enforcement officer” for purposes of ORS Chapter 153. YMC 1.12.040 says that citations can be issued by the city attorney, city recorder, code enforcement officer, city planner and public works director.

While it is potentially theoretically possible to expand the list of persons authorized to issue citations under YMC 1.12.040 to include anyone in the City, I would advise against taking such action, and concerned about the the legality of such a move. There is already statutory authority for a private person to participate in the issuance of a citation under ORS 153.058, but that authority is limited to certain violations. There is Oregon case law that this provision limits the ability of a private citizen to issue a citation for matters of local ordinance regulation. As a result, the city is limited to define everyone as an “enforcement officer” and is a liability for the City.

Given the above legal background:

- 1) Pursuant to ORS 153.042(1), conduct supporting a violation should take place in the “presence” of the enforcement officer. Video does not equates to “presence.”
- 2) YMC 1.12.040 designates “enforcement officers” for the City.
- 3) There is no legal authority to “deputize” a citizen to carry out state-action on behalf of the City. Citations resulting from this action may not valid under existing state law under ORS Chapter 153.
- 4) Creating a violation for “possession” of fireworks is complex. Such a violation would create a very broad scope of law-breakers. More research is required if the Council chooses to go down this path as it could be so broad as to criminalize conduct that state law allows (e.g., it could criminalize a truck driver that is transporting legal fireworks down Hwy 101 through town). Generally speaking, local jurisdictions cannot criminalize conduct that state law would allow.

Council Question:

After review and discussion, does Council wish for City Staff to pursue drafting an ordinance similar to the Eugene Ordinance <https://eugene.municipal.codes/EC/4.934>.



DATE: September 3, 2020

TO: W. John Moore, Mayor
Yachats City Council

FROM: Shannon Beaucaire, City Manager

SUBJECT: Vacation Rental Program

At the August 5, 2020 meeting, Council decided to:

1. Provide education on responsibilities and how to file complaints at the Sept 3 meeting;
2. Review what had been discussed prior to COVID and determine to finalize that portion or continue public input with the additional research; and
3. Given the changes nationally and locally researching other cities listed in the previous memo and receiving public input on to create a fair and equitable vacation rental program for residents and renters (but not limited to): Will it remain a business license, change to a land use process, or a mixed program? Review of the complaint section, enforcement, and penalties associated with the citation

Council Question:

After review and discussion, would the Council like to continue researching and engaging other communities on best practices other communities have discovered in creating a fair and equitable program for residents and renters alike?



DATE: August 5, 2020

TO: W. John Moore, Mayor
Yachats City Council

FROM: Shannon Beaucaire, City Manager

SUBJECT: Vacation Rental Program Discussion

In preparation to address concerns about vacation renters disturbing the neighborhoods they are located in; I have inquired about other entities that have detailed short term rental programs that Council could review and bring back ideas for discussion. Many of these have been reviewed previously but in light of COVID and is again a good review. The following programs were suggested:

Lincoln City: A mix of business and land use regulations that regulate short-term rentals. Very detailed staff-intensive approach to regulation
<https://www.codepublishing.com/OR/LincolnCity/#!/LincolnCity05/LincolnCity0514.html#5.14>

Cannon Beach: Regulated within their land use code

Cannon Beach has a 14-day program and a 5-year program. Forms for each program are here: <https://www.ci.cannon-beach.or.us/forms>

Short term rentals within its land use code (Chapter 17.77), which can be accessed here: <http://www.qcode.us/codes/cannonbeach/>

Bend:

The City of Bend has a robust short-term rental program. They use both land use regulations and business licenses. Bend has a big vacation industry, and some master-planned developments that cater to vacationing. As a result, Bend even works in some short-cuts for short-term rentals within certain developments.

The Bend program is explained here:

<https://www.bendoregon.gov/government/departments/community-development/licenses-and-permits/short-term-rental-program>

Council Question:

How does the Council wish to pursue reviewing programs and scheduling a work session to discuss options from each of the programs?



Proclamation for September is National Preparedness Month

WHEREAS, each September is recognized as National Preparedness Month; and

WHEREAS, Oregonians have witnessed and experienced natural disasters in our own community; and

WHEREAS, every community member can take active steps to protect their families and neighbors from natural and manmade disasters; and

WHEREAS, every family and business in the City of Yachats is encouraged to take active steps to be financially secure after a disaster; and

WHEREAS, every community member is encouraged to make sure they are properly insured against fire, flood, earthquakes, and storms; and

WHEREAS, every community member is encouraged to create a home inventory to include as part of their disaster preparedness kit,

NOW, THEREFORE, I, the Mayor and City Council declare that the first week of September 2020 be known as

Home Inventory Week

and join cities across Oregon to encourage everyone to build a home inventory of their personal property and speak with an insurance agent to make sure they are financially prepared for disaster.

Dated this 3rd day of September 2020

W. JOHN MOORE, Mayor



**CITY OF YACHATS
RESOLUTION NO. 2020-140
A RESOLUTION MEMORIALIZING THE YACHATS PLANNING COMMISSION
APPOINTMENT**

WHEREAS, The Planning Commission made a recommendation to the City Council concerning the appointment of a member to serve on the Commission at their August 18, 2020 Planning Commission meeting, and

WHEREAS, The City Council discussed the recommendation at the September 3, 2020 meeting;

NOW THEREFORE, the City of Yachats resolves that the following appointment is made:

- o Ariana Carlson, Seat B

Passed and adopted September 3, 2020. This Resolution is effective upon adoption.

Attest:

W John Moore, Mayor

Shannon Beaucaire, City Manager



**CITY OF YACHATS
RESOLUTION NO. 2020-145**

**A RESOLUTION OF THE CITY OF YACHATS EXTENDING THE DECLARATION OF
A TEMPORARY STATE OF EMERGENCY WITHIN THE BOUNDARIES OF THE CITY
AND DELEGATING AUTHORITY TO THE CITY MANAGER**

WHEREAS, on March 8, 2020, the Governor of the State of Oregon issued Executive Order 20-03 declaring a statewide State of Emergency under ORS 401.025(1) due to the serious public health and safety threat posed by the spread of the COVID-19 virus within our state; and

WHEREAS, on March 11, 2020, the World Health Organization declared COVID-19 to be a worldwide pandemic; and

WHEREAS, on March 23, 2020, the Yachats City Council declared a temporary State of Emergency through April 28, 2020, but may be extended by the City Manager without further order of the City Council for two week increments or for increments consistent with the State of Oregon emergency declarations, and the City of Yachats has taken steps to help stem the spread of COVID-19 by closing public buildings, cancellation of non-essential activities, and implementation of modifications for meetings that must occur; and

WHEREAS, on March 23, 2020, the Yachats City Council, in a joint meeting with Lincoln County and other cities in Lincoln County, concurred with Lincoln County order No. 3-23-85, prohibiting transient lodging stays of less than 30 days; and

WHEREAS, on April 23, 2020, the Yachats City Council in a special meeting, extended the emergency declaration from April 28, 2020 to May 8, 2020 unless revoked, modified, or extended; and

WHEREAS, on May 20, 2020, the Yachats City Council in a regular meeting, extended the emergency declaration from May 8, 2020 to July 6, 2020 unless revoked, modified, or extended; and

WHEREAS, these emergency circumstances require focused and coordinated municipal and community responses beyond that which occur routinely and such coordinated responses cannot be achieved without temporarily amending some of the City's regular business, emergency, employment, and intergovernmental practices; and

WHEREAS, on June 30, 2020 the State of Oregon declaration of an emergency has been extended through September 4, 2020 and Executive orders issued by the Governor remain in effect indefinitely; and



**CITY OF YACHATS
RESOLUTION NO. 2020-145**

**A RESOLUTION OF THE CITY OF YACHATS EXTENDING THE DECLARATION OF
A TEMPORARY STATE OF EMERGENCY WITHIN THE BOUNDARIES OF THE CITY
AND DELEGATING AUTHORITY TO THE CITY MANAGER**

WHEREAS, On September 1, 2020, Governor Kate Brown extended her declaration of a state of emergency regarding COVID-19 for an additional 60 days, until November 3, 2020.

WHEREAS, the condition which warranted the action continue to be present in the City; and

WHEREAS, on September 3, 2020, after discussion, in a regular meeting the City Council determined it necessary to extend the Emergency Declaration.

NOW, THEREFORE, IT IS DECLARED THAT:

1. **City-wide State of Emergency.** A City-wide State of Emergency continues to exist within the City of Yachats, which includes all of the area within the city boundaries. This Declaration of emergency replaces the temporary declaration of emergency that was formalized by Council on March 23, 2020, and extends the emergency declaration for as long as the health emergency lasts, unless revoked, modified, or extended under the same terms and conditions as the original declaration 2020-110.
2. **Establishing an Emergency.** It is hereby adjudged and declared that existing conditions are such that this Declaration is necessary for the immediate preservation of the public peace, health and safety of the City of Yachats, and an emergency is hereby declared to exist and this Resolution, and all provisions modifying the Resolution referred to herein, shall take effect in full force and effect when signed by the Mayor.

This Resolution was adopted by the City Council on _____, 2020 and is effective as of that date.

CITY OF YACHATS

By: _____
W. John Moore, Mayor

ATTESTED TO BY:

Shannon Beaucaire, City Manager



CITY OF YACHATS MEMORANDUM

DATE: 2020-08-25
TO: Mayor Moore and Yachats City Council
FROM: Heather Hoen Community Services Coordinator
SUBJECT: National League of Cities, Service Line Warranty Program

Per the request of Council on August 19th, 2020 I have done more research into the Service Line warranty Program.

- The City Recorder in Bandon reported that they have participated for 2 years. The feedback that they have gotten from their Citizens has been positive.
- The City Recorder in Estacada said that overall that the program seems to be a benefit to the Community and that they have received positive feedback.
- Hermiston's City Hall reported positive feedback from Citizens
- Umatilla's Administrative Services Director had moved from Hermiston. She had seen the program as a Citizen before working with the City of Umatilla. She informed me, she thought that the program was very explanatory and very few mailings in the campaign to the Citizens. The Community of Umatilla had also given positive feedback on the program.

Following this memo is an example of a letter that would go out to our Community after the approval of the City Manager.

Below are the results from the Better Business Bureau on the Company that administrates the program.

Customer Complaints Summary

112 total complaints in the last 3 years

of those, 19 complaints were closed in last 12 months

Complaint Type

Advertising/Sales	<u>6</u>
Billing/Collections	<u>31</u>
Delivery Issues	<u>2</u>
Guarantee/Warranty	<u>11</u>
Problem with a Product or Service	<u>62</u>
Totals	<u>112</u>

For Council to move forward on the Program:

If Council decides with a vote that this is a program that would benefit the Community of Yachats, they can direct the City Manager to sign one of the Product Agreements to initiate the program.





An important message from the City of Estacada

It's important to protect your finances from the unexpected expense and inconvenience of emergency repairs.

That's why the City of Estacada has selected Service Line Warranties of America (SLWA)—a premier provider of home emergency repair programs to homeowners nationwide—to offer Exterior Water Service Line Coverage and Exterior Sewer/Septic Line Coverage to Estacada homeowners.

Many homeowners are not aware that they are responsible for certain systems; for example, many Americans don't know that they are responsible to pay for repairs to water service and sewer/septic lines on private property. Many homeowners are not prepared to handle the high costs of unexpected water service or sewer/septic line breakdowns. Plans from SLWA give homeowners financial relief from the cost of covered repairs due to breakdowns of major systems inside and outside their homes. An optional plan from SLWA can help protect Estacada homeowners from potentially expensive repair costs.

The enclosed information is provided to help you understand how a plan from SLWA—an independent company—can help protect your finances, and decide whether it's right for you.

Call SLWA toll-free at 1-844-257-8795 for more information, to sign up for coverage, or to opt out of any future SLWA mailings. Please visit www.slwofa.com for frequently asked questions and links to additional information.

The City of Estacada

Important Information for Estacada Homeowners



<<MR. SAMPLE A SAMPLE>>
<<MAIL_ADDRESS1>>
<<MAIL_ADDRESS2>>
<<MAIL_CITY, ST ZIP>>



Please reply by:
<<Month X, XXXX>>

Dear <<Mr. Sample>>,

This letter contains important information about your responsibilities as a homeowner in the event of an emergency with your water service or sewer/septic line.

The exterior water service and sewer/septic lines, which run from your utility's point of maintenance to your home, are your responsibility. If you were unfortunate enough to suffer a leak, break or clog in these lines, it would be up to you to find a plumber and get the lines repaired.

The City of Estacada has partnered with Service Line Warranties of America (SLWA) to help eligible homeowners be prepared and have the best possible service in the case of such an emergency. So you're invited to enroll in Exterior Water Service Line Coverage and Exterior Sewer/Septic Line Coverage from SLWA. Accept this *optional* coverage and you'll receive as many service calls as you need up to \$8,500 per call for covered water service or well line repairs, and as many service calls as you need up to \$8,500 per call for covered sewer/septic line repairs (30-day wait includes a money-back guarantee for both) and no deductible. You will also have access to a 24/7, 365-day-a-year emergency repair service hotline. Once you have made your service call, SLWA will take care of your covered repair, dispatching a qualified plumber to your home and paying the bill directly. Peace of mind starting for as little as \$5.25 per month, conveniently billed quarterly or annually. Your emergency is dealt with and your water service or sewer/septic line is back to normal.

In the event of an emergency, these plans can save you a significant amount of money—a service line replacement may cost you thousands of dollars. They can also save you the time of finding a plumber, which can be difficult in the best of times, let alone in an emergency. Having these plans also helps eliminate worry, as you can be sure of a professional job completed by local, licensed and insured plumbers. These are the only service line protection programs for homeowners fully supported by the City of Estacada.

Please take the time to read the information on the back of this letter. If you would like to sign up for a plan, simply complete and return the enclosed form or call toll-free 1-844-257-8795. We certainly hope that you never have an exterior water service or sewer/septic line emergency, but if you should ever have a problem, you'll be glad you're covered. These programs are managed by SLWA, and no public funds were used for the mailing of this letter.

For fastest processing, please visit www.slwofa.com.

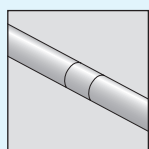
Sincerely,

The City of Estacada

Utility Service Partners Private Label, Inc., Oregon License #208475, known as Service Line Warranties of America ("SLWA"), with corporate offices located at 4000 Town Center Boulevard, Suite 400, Canonsburg, PA 15317, is an *independent company separate from your local utility or community* and offers this optional service plan as an authorized representative of the service contract provider, North American Warranty of Illinois, Inc., Oregon License #206174, 175 West Jackson Blvd., 8th Floor, Chicago, IL 60604. Your choice of whether to participate in this service plan will not affect any service you have with your local utility or community.

What would you do in an exterior line emergency?

The illustration shows where things may go wrong with your exterior lines and how much a licensed and insured plumber would typically charge customers who don't have coverage. How would you cope if it happened to you? With coverage, it's not something to worry about; you'll have no bill to pay for covered repairs up to the benefit amount.

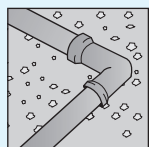


Replace water service line (26–100 ft.)

\$2,585

Plan Members:

No Charge*



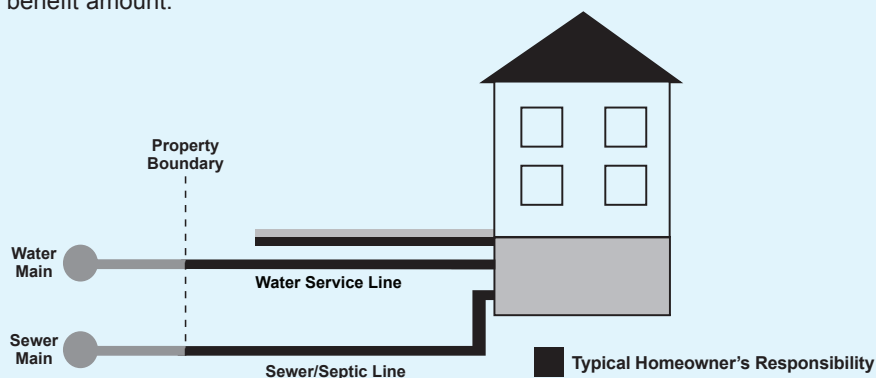
Replace sewer/septic line (26–75 ft.)

\$3,389

Plan Members:

No Charge*

*National average repair costs within the SLWA network as of March 2018. No charge for covered repairs up to the benefit amount.



The water and sewer/septic lines beyond the property boundary may be an additional responsibility of the homeowner and are included in this coverage. Septic tanks, leaching fields, pumps or grinders are not covered.

Take A Look At The Benefits You'll Receive

- Covered Repairs** – Guaranteed for one full year.
- 24-Hour Emergency Repair Service Hotline** – Open 24 hours a day, 365 days a year.
- Our Promise to You** – Simply call SLWA toll-free at 1-844-257-8795 any time, and your coverage can be canceled at your request.

Exterior Water Service Line Coverage



Exterior Sewer/Septic Line Coverage



Visit www.slwofa.com to protect your exterior lines

Or call toll-free 1-844-257-8795 | Available: Mon-Fri 8AM-8PM | Sat 10AM-4PM EST

Important Questions & Answers

What am I responsible for?

As a homeowner, you are responsible for your exterior water service line and exterior sewer/septic line. If the service lines beyond the property boundary to the main connections are also the responsibility of the homeowner, then they will be covered up to the benefit amount.

Does my homeowners insurance cover this?

Most basic homeowners insurance policies do not cover repair or replacement due to normal wear and tear of these lines.

Does this coverage include well lines?

Yes, coverage provides for repair or replacement of either water service or well lines, as explained in the "What should I know about this coverage" section.

Who is eligible for coverage?

An owner of both a residential home permanently secured to the ground and the land it is located on may be eligible for coverage. Recreational vehicles or homes on wheels and properties used for commercial purposes are not eligible for coverage. In GA, residential properties containing more than two dwelling units are not eligible. In IA, residential properties containing more than four dwelling units are not eligible. Your property is not eligible if you are aware of any pre-existing conditions, defects or deficiencies with your exterior water service or sewer/septic lines. If you live in a development community with a condominium, co-op or homeowners association, your exterior water service line or exterior sewer/septic line may not be an individual homeowner's responsibility, so please check with your association before accepting this coverage. If you live in a multi-family structure and do not own the entire structure, it will be your responsibility to provide Service Line Warranties of America (SLWA) with a signed release from all other homeowners for any work which may affect their portion of the structure.

What should I know about this coverage?

Coverage is for the following exterior lines, for which you have sole responsibility, that are damaged due to normal wear and tear, not accident or negligence. **Exterior Water Service Line Coverage:** Coverage provides, up to the benefit amount, for the covered cost to repair or replace a leaking, frozen, low pressure, or permanently blocked exterior water service line from your utility's responsibility or external wall of your well casing to the external wall of your home. **Exterior Sewer/Septic Line Coverage:** Coverage provides, up to the benefit amount, for the covered cost to repair or replace a leaking or permanently blocked sewer line that takes wastewater away from the exit point within your home up to your utility's responsibility, or septic line that takes wastewater away from the exit point within your home up to the point of connection to the septic tank on your property.

Not covered: Damage from accidents, negligence or otherwise caused by you, others or unusual circumstances and the product-specific exclusions below.

Exterior Water Service Line Not Covered: Repair to any water line that branches off the main water service line, and any shared water line that provides service to multiple properties or secondary buildings. Additional exclusions apply. **Exterior Sewer/Septic Line Not Covered:** Septic tanks; leach fields; grinder pumps; lift stations, or any nonconforming drain line, such as a basement or storm drain; repairs to any line that branches off the main line; and lines that provide service to multiple properties or secondary buildings. Additional exclusions apply. You agree to resolve disputes related to this plan by arbitration or in small claims court, without resort to class action or jury trial. To see full Terms and Conditions with complete coverage and exclusion details prior to enrolling call 1-844-257-8795 or go to www.slwaterms.com.

When can I make a service call?

Your plan(s) start the day your form is processed, and there is an initial 30-day waiting period before you can make a service call, giving you 11 months of coverage during the first year. Upon renewal/reactivation (if applicable), you will not be subject to a waiting period.

What is the cancellation policy?

You may cancel either plan within 30 days of your start date for a full refund of the cancelled plan(s) (less any claims paid, where applicable). Cancellations after the first 30 days will be effective at the end of the then-current billing month, and you will be entitled to a prorata refund of the cancelled plan(s) less any claims paid (where applicable). You may also contact SLWA to cancel if you find your utility or municipality provides similar coverage to you at no charge, and you will receive a refund less any claims paid (where applicable).

What is the term of my service agreement?

The plan is annual. For E-Z Pay/Direct Pay, credit card or debit card customers, unless you cancel, your plan automatically renews annually at the then-current renewal price with your same payment terms.

What is E-Z Pay/Direct Pay?

E-Z Pay/Direct Pay is a paperless and stress-free way to pay for your coverage. Payments are automatically debited from the bank/checking account of your choice as your payment becomes due, at no additional cost.

What quality of repair can I expect?

Local, licensed and insured plumbers perform covered repairs, which are guaranteed against defects in materials and workmanship for one year.

Who is SLWA?

SLWA is an independent company, separate from your city, local utility or municipality, providing emergency home repair services and protection solutions to homeowners across the U.S. If you would prefer not to receive solicitations from SLWA, please call 1-844-257-8795.

Acceptance Form

Please confirm your name and address below and make any changes if necessary.

<<Sample A. Sample_XXXX>>

<<Serv_Address1_XXXXXX>>

<<Serv_Address2_XXXXXX>>

<<Serv_City_xx, ST Zip>>



By providing my e-mail address, I request that I be notified when my current and future service agreements and any related documents are available at www.slwofa.com, and I acknowledge that I can access these documents. I can change my preferences or request paper copies online or by calling SLWA.

E-mail Address _____

Phone #

Choose Your Protection Plan(s)

For fastest processing, please visit www.slwofa.com.

BEST VALUE

Exterior Water Service Line Coverage and Exterior Sewer/Septic Line Coverage 1904SEGH071CORZ-9999 1904SEGJ027CORZ-9999	FIRST-YEAR SAVINGS OF 10% OFF when you select both plans	
	QUARTERLY	ANNUALLY
	☐ 37.50 \$33.72	☐ \$150.00 \$134.88
Exterior Water Service Line Coverage 1904SEGH071AORZ-9999	QUARTERLY	ANNUALLY
	☐ \$15.75	☐ \$63.00
Exterior Sewer/Septic Line Coverage 1904SEGJ027BORZ-9999	☐ \$21.25	☐ \$87.00

Yes, please sign me up for the protection plan(s) from SLWA I have selected above. By signing below, I agree to the terms on the reverse side of the letter, understand there are limitations and exclusions, and meet the eligibility requirements for this coverage. SLWA will invoice me based on my selection above and I will select a payment method on the invoice. I understand this optional coverage is based on an annual contract and will *automatically renew annually* on the same payment terms I selected at the then-current renewal price. I can always cancel at any time.

Signature (required) _____



NLC Service Line Warranty Program Overview

What We Do

The NLC Service Line Warranty Program offers affordably priced emergency repair/replacement plans to address aging private sewer and water infrastructure. Customers call to receive prompt emergency repairs provided by local, licensed and insured contractors.



Water Line



Sewer Line



Interior Plumbing

Benefits to Homeowners

Many homeowners are not aware of their responsibility for their service lines until they have a repair emergency. When they call the city, they often find that they are faced with a costly repair and that the city can't help them. Over the past three years, we have performed over 1.2 million repairs, saving our customers over \$394 million!



Convenience

- 24/7/365 claims hotline, including holidays
- No need to search for a qualified contractor in an emergency



Peace of Mind/Trust

- Fully vetted, licensed and insured local contractors
- Covered repairs guaranteed for one year



Financial Protection

- No deductibles or trip fees
- Affordably priced coverage
- 30-day money-back guarantee with ability to cancel at any time

Over 500

partners across North America participate in the program!



For more information contact:
1-866-974-4801 or
partnerships@utilitysp.net

NLC NATIONAL
LEAGUE
OF CITIES
CITIES STRONG TOGETHER

Administered by
**Utility
Service**
Partners, Inc.
a HomeServe Company

Benefits to the City

The NLC Service Line Warranty Program is administered by Utility Service Partners, a HomeServe company, and offers comprehensive programs that provide these important benefits:



Customer Education

- Increasing homeowner awareness of their responsibility reduces calls to the city/utility and customer dissatisfaction with the city for not offering a solution
- The program is offered at no cost to the city
- Use of city logo promotes trust



Customer Satisfaction

- 98% customer satisfaction rating
- 9 out of 10 customers surveyed would recommend the program to friends, family and neighbors
- More than 90% of customers trust the program because of the partnership with the city



Funding for Key Initiatives

Many partners participate in a share of the revenue often utilized for:

- Low-income assistance and affordability programs
- Conservation initiatives
- Offsetting rate increases
- Infrastructure improvement projects

I was glad I had the warranty because it saved me from paying for a costly sewer line repair.

Cynthia T.
Kansas City, MO

I am thankful this service was offered to homeowners. It made a bad situation completely trouble-free. Thanks for everything.

J. Talbert
Albemarle, NC

For more information contact:
1-866-974-4801 or
partnerships@utilitysp.net



MARKETING AGREEMENT

This MARKETING AGREEMENT (“**Agreement**”) is entered into as of [_____, 20__] (“**Effective Date**”), by and between the City of Yachats, Oregon (“**City**”), and Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America (“**Company**”), herein collectively referred to singularly as “**Party**” and collectively as the “**Parties**”.

RECITALS:

WHEREAS, sewer and water line laterals between the mainlines and the connection on residential private property are owned by individual residential property owners residing in the City (“**Property Owner**”); and

WHEREAS, City desires to offer Property Owners the opportunity, but not the obligation, to purchase a service plan and other similar products set forth in Exhibit A or as otherwise agreed in writing from time-to-time by the Parties (each, a “**Product**” and collectively, the “**Products**”); and

WHEREAS, Company, a subsidiary of HomeServe USA Corp., is the administrator of the National League of Cities Service Line Warranty Program and has agreed to make the Products available to Property Owners subject to the terms and conditions contained herein; and

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound hereby, the Parties agree as follows:

1. **Purpose.** City hereby grants to Company the right to offer and market the Products to Property Owners subject to the terms and conditions herein.

2. **City Obligations.**

A. Grant of License. City hereby grants to Company a non-exclusive license (“**License**”) to use City's name and logo or other branding (“**Marks**”), on letters, bills and marketing materials to be sent to Property Owners from time to time, and to be used in advertising (including on the Company's website), all at Company's sole cost and expense and subject to City's prior review and approval, which will not be unreasonably conditioned, delayed, or withheld. Company's use of the Marks in accordance with this Agreement will not infringe any other party's rights. City agrees that it will not extend a similar license to any competitor of Company during the Term (as defined in Section 3 below).

B. Property Owner Data. If City elects to do so, City may provide Company with Property Owner Data for use by Company in furtherance of the advertisement, marketing, and sale of the

Products. Any name, service address, postal address, and any other appropriate or necessary data for Property Owners in City is defined as “**Property Owner Data**”. Property Owners Data shall be and remain City’s property. For any Property Owner Data provided by City to Company, City warrants that Property Owner Data has been and will be collected in compliance with all laws, statutes, treaties, rules, codes, ordinances, regulations, permits, official guidelines, judgments, orders and interpretations (“**Applicable Laws**”); and City is permitted by Applicable Laws and by any applicable privacy policy to provide Property Owner Data to Company and to permit Company to use Property Owner Data for the purposes of this Agreement. A Property Owner who has purchased a Product is a member (“**Member**”) and, following such purchase, all data in Company’s control or possession relating to Members is Company’s property.

3. **Term.** The term of this Agreement (“**Initial Term**”) shall be for three (3) years from the Effective Date. The Agreement will automatically renew for additional one (1) year terms (each a “**Renewal Term**”, and collectively with the Initial Term, the “**Term**”) unless one of the Parties gives the other written notice at least ninety (90) days prior to end of the Initial Term or of a Renewal Term that the Party does not intend to renew this Agreement. In the event that Company is in material breach of this Agreement, the City may terminate this Agreement thirty (30) days after giving written notice to Company of such breach, if said breach is not cured during said thirty (30) day period. Company will be permitted to complete any marketing initiative initiated or planned prior to termination of this Agreement after which time, neither Party will have any further obligations to the other and this Agreement will terminate.

4. **Confidentiality.** Each party will treat all non-public, confidential and trade secret information received from the other party as confidential, and such party shall not disclose or use such information in a manner contrary to the purposes of this Agreement. Notwithstanding the foregoing, the City shall not be liable for any disclosure of confidential information that is required to be disclosed under any applicable public records act or under court order. City shall provide notice to Company prior to any such disclosure.

5. **Code Change.** The Parties understand that the pricing of the Products and compensation provided for in this Agreement are based upon the currently applicable City, municipal or similar codes. In the event Company discovers a code change, Company shall have the ability to reassess the pricing of this Agreement.

6. **Indemnification.** Each Party (the “**Indemnifying Party**”) hereby agrees to protect, indemnify, and hold the other Party, its officers, employees, contractors, subcontractors, and agents (collectively or individually, “**Indemnitee**”) harmless from and against any and all third party claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, reasonable attorneys' fees and court costs (individually or collectively, “**Claim**”), which an Indemnitee may suffer or which may be sought against or are recovered or obtainable from an Indemnitee, as a result of or arising out of any breach of this Agreement by the Indemnifying Party, or any negligent or fraudulent act or omission of the Indemnifying Party or its officers, employees, contractors, subcontractors, or agents in the performance of this Agreement; provided that the applicable Indemnitee notifies the Indemnifying Party of any such Claim within a time that does not prejudice the ability of the Indemnifying Party to defend against such Claim. Any Indemnitee

hereunder may participate in its, his, or her own defense, but will be responsible for all costs incurred, including reasonable attorneys' fees, in connection with such participation in such defense.

7. **Notice.** Any notice required to be given hereunder shall be deemed to have been given when notice is (i) received by the Party to whom it is directed by personal service, (ii) sent by electronic mail (provided confirmation of receipt is provided by the receiving Party), or (iii) deposited as registered or certified mail, return receipt requested, with the United States Postal Service, addressed as follows:

To: City:
ATTN: Heather Hoen
City of Yachats
PO Box 345
Yachats, OR 97498
Email: communityservices@yachatsmail.org
Phone: (541) 272-4213

To: Company:
ATTN: Chief Sales Officer
Utility Service Partners Private Label, Inc.
4000 Town Center Boulevard, Suite 400
Canonsburg, PA 15317
Phone: (866) 974-4801

8. **Modifications or Amendments/Entire Agreement.** Except for the list of available Products under the Agreement, which may be amended from time to time by the Parties in writing and without signature, any and all of the representations and obligations of the Parties are contained herein, and no modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a Party unless in writing signed by that Party.

9. **Assignment.** Neither Party may assign its rights or delegate its duties under this Agreement without the prior written consent of the other Party unless such assignment or delegation is to an affiliate or to an acquirer of all or substantially all of the assets of the transferor.

10. **Counterparts/Electronic Delivery; No Third Party Beneficiary.** This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any Party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by email and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter. Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any person or entity not a party to this agreement any third- party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Agreement.

11. **Choice of Law/Attorney Fees.** The Parties shall maintain compliance with all Applicable Laws with respect to its obligations under this Agreement. The governing law shall be the laws of the State of Oregon, without regard to the choice of law principles of the forum state. THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT THAT MAY EXIST TO HAVE A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED UPON OR ARISING OUT OF, UNDER, OR IN ANY WAY CONNECTED WITH, THIS AGREEMENT.

12. **Incorporation of Recitals and Exhibits.** The above Recitals and Exhibit A attached hereto are incorporated by this reference and expressly made part of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first written above.

CITY OF YACHATS

Name:

Title:

UTILITY SERVICE PARTNERS PRIVATE LABEL, INC.

Name: Michael Backus

Title: Chief Sales Officer

Exhibit A
NLC Service Line Warranty Program
City of Yachats
Term Sheet
July 30, 2020

I. Initial Term. Three years

II. License Conditions.

City logo and name on letterhead, advertising, signature line, billing, and marketing materials.

III. Products. In exchange for the license conditions above, Company will offer the following discounted rates to Property Owners:

A. External water service line plan (initially, \$6.25 per month)

B. External sewer/septic line plan (initially, \$7.25 per month)

C. Interior plumbing and drainage plan (initially, \$9.49 per month)

Company may adjust the foregoing Product fees; provided, that any such adjustment shall not exceed \$.50 per month in any 12-month period, unless otherwise agreed by the Parties in writing. Pricing does not include taxes.

IV. Scope of Coverage.

A. External water service line plan:

- Property Owner responsibility: From the main to the external wall of the home.
- Covers thawing of frozen external water lines.
- Covers well service lines if applicable.

B. External sewer/septic line plan:

- Property Owner responsibility: From the external wall of the home to the main.
- Covers septic lines if applicable.

C. Interior plumbing and drainage plan:

- Water supply pipes and drainage pipes within the interior of the home.

V. Marketing Campaigns. Company shall have the right to conduct up to three campaigns per year, comprised of up to six mailings and such other channels as may be mutually agreed. Initially, Company anticipates offering the Interior plumbing and drainage plan Product via in-bound channels only.

MARKETING AGREEMENT

This MARKETING AGREEMENT (“**Agreement**”) is entered into as of [_____, 20__] (“**Effective Date**”), by and between the City of Yachats, Oregon (“**City**”), and Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America (“**Company**”), herein collectively referred to singularly as “**Party**” and collectively as the “**Parties**”.

RECITALS:

WHEREAS, sewer and water line laterals between the mainlines and the connection on residential private property are owned by individual residential property owners residing in the City (“**Property Owner**”); and

WHEREAS, City desires to offer Property Owners the opportunity, but not the obligation, to purchase a service plan and other similar products set forth in Exhibit A or as otherwise agreed in writing from time-to-time by the Parties (each, a “**Product**” and collectively, the “**Products**”); and

WHEREAS, Company, a subsidiary of HomeServe USA Corp., is the administrator of the National League of Cities Service Line Warranty Program and has agreed to make the Products available to Property Owners subject to the terms and conditions contained herein; and

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound hereby, the Parties agree as follows:

1. **Purpose.** City hereby grants to Company the right to offer and market the Products to Property Owners subject to the terms and conditions herein.

2. **City Obligations.**

A. Grant of License. City hereby grants to Company a non-exclusive license (“**License**”) to use City's name and logo or other branding (“**Marks**”), on letters, bills and marketing materials to be sent to Property Owners from time to time, and to be used in advertising (including on the Company's website), all at Company's sole cost and expense and subject to City's prior review and approval, which will not be unreasonably conditioned, delayed, or withheld. Company's use of the Marks in accordance with this Agreement will not infringe any other party's rights. City agrees that it will not extend a similar license to any competitor of Company during the Term (as defined in Section 3 below).

B. Property Owner Data. If City elects to do so, City may provide Company with Property Owner Data for use by Company in furtherance of the advertisement, marketing, and sale of the

Products. Any name, service address, postal address, and any other appropriate or necessary data for Property Owners in City is defined as “**Property Owner Data**”. Property Owners Data shall be and remain City’s property. For any Property Owner Data provided by City to Company, City warrants that Property Owner Data has been and will be collected in compliance with all laws, statutes, treaties, rules, codes, ordinances, regulations, permits, official guidelines, judgments, orders and interpretations (“**Applicable Laws**”); and City is permitted by Applicable Laws and by any applicable privacy policy to provide Property Owner Data to Company and to permit Company to use Property Owner Data for the purposes of this Agreement. A Property Owner who has purchased a Product is a member (“**Member**”) and, following such purchase, all data in Company’s control or possession relating to Members is Company’s property.

3. **Term.** The term of this Agreement (“**Initial Term**”) shall be for three (3) years from the Effective Date. The Agreement will automatically renew for additional one (1) year terms (each a “**Renewal Term**”, and collectively with the Initial Term, the “**Term**”) unless one of the Parties gives the other written notice at least ninety (90) days prior to end of the Initial Term or of a Renewal Term that the Party does not intend to renew this Agreement. In the event that Company is in material breach of this Agreement, the City may terminate this Agreement thirty (30) days after giving written notice to Company of such breach, if said breach is not cured during said thirty (30) day period. Company will be permitted to complete any marketing initiative initiated or planned prior to termination of this Agreement after which time, neither Party will have any further obligations to the other and this Agreement will terminate.

4. **Consideration.** As consideration for such license, Company will pay to City a License Fee of as set forth in Exhibit A (“**License Fee**”) during the Term of this Agreement. The first payment shall be due by January 30th of the year following the conclusion of the first year of the Term. Succeeding License Fee payments shall be made on an annual basis throughout the Term, due and payable on January 30th of the succeeding year. City agrees to provide a completed Form W-9 to Company in order to facilitate proper payment of the License Fee. City will have the right, at its sole expense, to conduct an audit, upon reasonable notice and during normal business hours, of Company’s books and records pertaining to any fees due under this Agreement while this Agreement is in effect and for one (1) year after any termination of this Agreement.

5. **Confidentiality.** Each party will treat all non-public, confidential and trade secret information received from the other party as confidential, and such party shall not disclose or use such information in a manner contrary to the purposes of this Agreement. Notwithstanding the foregoing, the City shall not be liable for any disclosure of confidential information that is required to be disclosed under any applicable public records act or under court order. City shall provide notice to Company prior to any such disclosure.

6. **Code Change.** The Parties understand that the pricing of the Products and compensation provided for in this Agreement are based upon the currently applicable City, municipal or similar codes. In the event Company discovers a code change, Company shall have the ability to reassess the pricing of this Agreement.

7. **Indemnification.** Each Party (the “**Indemnifying Party**”) hereby agrees to protect, indemnify, and hold the other Party, its officers, employees, contractors, subcontractors, and agents (collectively or individually, “**Indemnatee**”) harmless from and against any and all third party claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, reasonable attorneys' fees and court costs (individually or collectively, “**Claim**”), which an Indemnatee may suffer or which may be sought against or are recovered or obtainable from an Indemnatee, as a result of or arising out of any breach of this Agreement by the Indemnifying Party, or any negligent or fraudulent act or omission of the Indemnifying Party or its officers, employees, contractors, subcontractors, or agents in the performance of this Agreement; provided that the applicable Indemnatee notifies the Indemnifying Party of any such Claim within a time that does not prejudice the ability of the Indemnifying Party to defend against such Claim. Any Indemnatee hereunder may participate in its, his, or her own defense, but will be responsible for all costs incurred, including reasonable attorneys' fees, in connection with such participation in such defense.

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To: City:
ATTN: Heather Hoen
City of Yachats
PO Box 345
Yachats, OR 97498
Email: communityservices@yachatsmail.org
Phone: (541) 272-4213

To: Company:
ATTN: Chief Sales Officer
Utility Service Partners Private Label, Inc.
4000 Town Center Boulevard, Suite 400
Canonsburg, PA 15317
Phone: (866) 974-4801

9. **Modifications or Amendments/Entire Agreement.** Except for the list of available Products under the Agreement, which may be amended from time to time by the Parties in writing and without signature, any and all of the representations and obligations of the Parties are contained herein, and no modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a Party unless in writing signed by that Party.

10. **Assignment.** Neither Party may assign its rights or delegate its duties under this Agreement without the prior written consent of the other Party unless such assignment or delegation is to an affiliate or to an acquirer of all or substantially all of the assets of the transferor.

11. **Counterparts/Electronic Delivery; No Third Party Beneficiary.** This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any Party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by email and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter. Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any person or entity not a party to this agreement any third- party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Agreement.

12. **Choice of Law/Attorney Fees.** The Parties shall maintain compliance with all Applicable Laws with respect to its obligations under this Agreement. The governing law shall be the laws of the State of Oregon, without regard to the choice of law principles of the forum state. THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT THAT MAY EXIST TO HAVE A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED UPON OR ARISING OUT OF, UNDER, OR IN ANY WAY CONNECTED WITH, THIS AGREEMENT.

13. **Incorporation of Recitals and Exhibits.** The above Recitals and Exhibit A attached hereto are incorporated by this reference and expressly made part of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first written above.

CITY OF YACHATS

Name:

Title:

UTILITY SERVICE PARTNERS PRIVATE LABEL, INC.

Name: Michael Backus

Title: Chief Sales Officer

Exhibit A
NLC Service Line Warranty Program
City of Yachats
Term Sheet
July 30, 2020

I. Initial Term. Three years

II. License Fee. \$0.50 per Product for each month that a Product is in force for a Property Owner (and for which payment is received by Company), aggregated and paid annually, for:

A. City logo and name on letterhead, advertising, signature line, billing, and marketing materials.

III. Products.

A. External water service line plan (initially, \$6.75 per month)

B. External sewer/septic line plan (initially, \$7.75 per month)

C. Interior plumbing and drainage plan (initially, \$9.99 per month)

Company may adjust the foregoing Product fees; provided, that any such adjustment shall not exceed \$.50 per month in any 12-month period, unless otherwise agreed by the Parties in writing. Pricing does not include taxes.

IV. Scope of Coverage.

A. External water service line plan:

- Property Owner responsibility: From the main to the external wall of the home.
- Covers thawing of frozen external water lines.
- Covers well service lines if applicable.

B. External sewer/septic line plan:

- Property Owner responsibility: From the external wall of the home to the main.
- Covers septic lines if applicable.

C. Interior plumbing and drainage plan:

- Water supply pipes and drainage pipes within the interior of the home.

V. Marketing Campaigns. Company shall have the right to conduct up to three campaigns per year, comprised of up to six mailings and such other channels as may be mutually agreed. Initially, Company anticipates offering the Interior plumbing and drainage plan Product via in-bound channels only.