

1. 2:00 P.M. Agenda

Documents:

[2020-09-23 Council Agenda.pdf](#)

2. Meeting Materials

[2020-09-City-Manager-Report](#)

[2020-08-Financial-Report-Council](#)

Documents:

[2020-08-05 City Council Minutes.pdf](#)

[2020-08-19 Minute Summary Special Joint Mtg.pdf](#)

[2020-08-19 Minute Summary Regular Mtg.pdf](#)

[2020-141 RES Volunteer Excess Medical Coverage.pdf](#)

[2020-142 RES Gimlet Gate Installation.pdf](#)

[2020-143 RES 2nd Street Curbs.pdf](#)

[2020-144 RES Marketing Support.pdf](#)

[2020-09-23 OAWU Utility Rate Study.pdf](#)

[2020-09-23 Driftwood Paving Project.pdf](#)

[Review Scope Of Driftwood Project.pdf](#)

[2020-09-23 Cyber Security Policy.pdf](#)



CITY OF YACHATS
SPECIAL REGULAR CITY COUNCIL MEETING
441 Hwy 101 N., Yachats OR
Wednesday, September 23, 2020 at 2:00 pm
To Be Held Via Zoom

Join Zoom Meeting

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REGULAR COUNCIL MEETING

- I. Announcements, Correspondence, and Proclamations
- II. Public Comment:
Topics not listed on the agenda 5 Minute limitation per person
- III. Consent Agenda
- IV. Old Business
 - a. OAWU Utility Rate Study
 - b. Driftwood Paving Project
- V. New Business
 - a. Cybersecurity Security Policy Adoption
- VI. Reports
 - a. Financial
 - b. Council
 - c. City Manager
- VII. Other Business
 - a. Mayor
 - b. Council
 - c. Staff

Guest: Tim Tice

The Yachats City Council meetings 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.

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Call City Hall at 541-547-3565 or Oregon Relay 1-800-735-2900 (TDD) two days in advance.

Posted 09/16/2020



CITY OF YACHATS
CITY COUNCIL MEETING

August 5, 2020

Draft Minutes

Meeting Call to Order

Mayor W. John Moore called the August 5 2020 work session and regular meeting of the City Council to order at 9:34 am through the Zoom meeting platform. Council members present: W. John Moore, Max Glenn, Mary Ellen O'Shaughnessey, Jim Tooke and Leslie Vaaler. Absent: none. Staff present: City Manager Shannon Beaucaire, Deputy Recorder Kimmie Jackson, Community Services Coordinator Heather Hoen, and Water Treatment Plan Lead Rick McClung. Audience: 24.

I. Hearing: Water Bill Appeal, Tricia Raines

Mayor Moore opened the Public Hearing for a water bill appeal from Tricia Raines at 9:34 am.

Councilor Glenn asked if the water leak caused water to go into the sewer system. Deputy Jackson indicated there was a leak in her main that did not go into the sewer. Councilor Vaaler noted that the applicant claimed there was a delay in turning off the water, but the document she saw indicated the water was turned off on January 7, 2020. Jackson confirmed Vaaler's statement.

Tricia Raines summarized the circumstances of her leak and read her letter dated July 11, 2020. She asked for relief of \$1,512.86.

Councilor O'Shaughnessey concurred with Glenn and Vaaler on the relief for the portion that did not go into the sewer. Councilor Tooke clarified that the water revenues pay for the sewer plant debt and systems operating costs.

Tooke noted that the situation with Nathan Barnard involved damage to the water line caused by a contractor. He asked how the City should move forward to avoid this situation going forward. He noted the responsibility of the property owner to maintain their property, suggesting that owners turn off the water main when away from the property for more than a few days. He cautioned against proceeding with the current approach in granting relief in the previous two cases, as that does not hold the owner

1 responsible. Mayor Moore recalled they have asked the Public Works and Streets
2 Commission to review the Administration Policy 19 on the water relief policy. Vaaler
3 noted Ms. Raines was accepting her responsibility for the water side. Mayor Moore
4 added that the City used to have a statement in the Newsletter about turning off the
5 water main and they would include that reminder going forward.

6 **Glenn moved to waive \$1,619.80 from Tricia Raine's water bill: Aye – 5; No – 0.**

7 Deputy Jackson indicated she would credit the bill today.

8 Mayor Moore closed the public hearing at 9:50 am.

9 **Work Session**

10 Mayor Moore called to order the work session of the City Council at 9:50.

11 **II. Gimlet Lane**

12 Fire Chief Frankie Petrick explained the history of the fire and evacuation needs on the
13 east hillside. She noted that when Blackstone was under development, she advised
14 that fire equipment could not get up that steep hill, but a trail for foot traffic evacuation
15 uphill and fire evacuation downhill would be advisable. She recalled at some point
16 someone decided to pave the area for automobile traffic. She also noted the dangers of
17 the area around 10th Street and King Street. She cautioned that the City examine the
18 situation carefully before opening Gimlet for vehicle traffic.

19 Mayor Moore stated that the situation now was to devise a way for homeowners on the
20 hillside to use the road to evacuate in the event of fire. He noted the plan was to move
21 to gates to the top and bottom of Gimlet and have some kind of lock that homeowners
22 could access. Petrick had concerns about using a combination lock and encouraged
23 constant rotation of the lock code. She noted the area to the east of Horizon Hill was
24 maintained by the Forest Service and that the Forest Service could usually reach that
25 area quickly in the event of an emergency. She encouraged having some penalty for
26 illegally using the road. She noted the Forest Service and timber companies had gone
27 from keyed to combination locks. Chief Petrick thought the idea to move the gates to
28 the top and bottom of Gimlet was advisable.

29 Vaaler indicated that she was told by a resident that one of the proposed gate locations
30 was on private property. Chief Petrick suggested a critical aspect of gate location was
31 to have a turnaround area. She indicated she would investigate the area with Rick
32 McClung to determine ideal locations. Manager Beaucaire stated the City's intent was
33 to have the gates located on City property.

34 Vaaler noted there are private properties zoned for residential use located between the
35 gates that have Gimlet as their only access. She asked what Chief Petrick advised.
36 Chief Petrick noted some residential areas use electronic gates. She noted these types
37 of gates are sometimes susceptible to breaking. She suggested more research was
38 needed for this type of gate that allowed for emergency access. Vaaler asked Chief
39 Petrick to evaluate if the existing gates were adequate to stay in use.

1 O'Shaughnessey asked that there be adequate signage. She asked if there could be
2 some type of fine for violating the blocked area. Chief Petrick stated Cities can use the
3 ordinance process to establish penalties and suggested the City have their attorney
4 review any signage to stipulate such penalties.

5 Mayor Moore noted McClung had previously suggested to make the road one-way
6 going downhill. Chief Petrick indicated that would be appropriate. She noted they could
7 also use speedbumps, but the City should research the limitations on the types and
8 locations of these devices.

9 Tooke noted his wife had observed that the locks in the past have been broken.

10 Vaaler asked that Chief Petrick and Rick McClung visit the area to discuss options prior
11 to another discussion at Council.

12 O'Shaughnessey suggested the City Manager could begin getting estimates of types of
13 gates available and the costs. She also wanted to ensure there was adequate signage.

14 Glenn asked if they could get a topographical map so he could better understand the
15 slope grades. Tooke supported getting cost estimates. Vaaler volunteered to go with
16 McClung and Chief Petrick to visit the sites.

17 Mayor Moore summarized that Vaaler, McClung and Chief Petrick would visit the site
18 and the City Manager would get estimates.

19 **III. Volunteer Workers Compensation**

20 Ron Cutter, Brown and Brown Insurance Agent, provided a summary of the City's
21 current approach to insuring volunteers through the worker's compensation program
22 which could significantly increase the City's premium should a volunteer make a claim.
23 He stated a volunteer accident policy with Zurich Insurance with a \$50,000 limit for
24 \$750. He noted the current premium for the volunteer portion was roughly \$2,000. He
25 stated the more important reason for going to this type of accident coverage was to
26 protect the loss history for the City.

27 Vaaler asked how this policy dovetails with the City's liability policy. Cutter explained
28 that workers compensation is no-fault insurance. He noted a liability policy only covers
29 when the City is at fault. This arrangement means person would have to prove
30 negligence to get coverage. This proposed coverage would not require proof of
31 negligence.

32 Tooke recalled from his work experience how claims could significantly impact
33 premiums for several years. He favored changing to the accident plan. Glenn and
34 O'Shaughnessey agreed with Tooke. Mayor Moore indicated he would add this topic to
35 the agenda later in the meeting to allow for a vote.

36 **IV. Illegal Fireworks**

37 Mayor Moore noted the City Manager's memo in the packet. He noted the stipulation
38 that the code enforcement officer would have to witness the offense. Manager
39

1 Beaucaire confirmed this fact. She noted that while Council could adopt regulations, the
2 enforcement would largely be through education. She added that if actual enforcement
3 was desired, they would need to add the resources in terms of personnel. She also
4 noted that the City could lobby with other cities to get the State to establish some law
5 around fireworks.

6 Manager Beaucaire stated the Eugene ordinance was presented by the attorney
7 because it accounted for the state definitions and regulations.

8 Mayor Moore asked if a citizen could file a complaint. Manager Beaucaire stated the
9 offense must be witnessed by the person issuing a citation.

10 Tooke asked for clarification on what constituted illegal fireworks and whether regulation
11 could be covered through regulations for fire hazard materials. Manager Beaucaire
12 read the definition of illegal fireworks from the Eugene ordinance.

13 Vaaler asked if the City had the option to ban the possession of fireworks. Manager
14 Beaucaire indicated she would need to check with the City attorney to answer that
15 question.

16 Vaaler asked if other City staff could witness the offense and/or could video be used to
17 capture the offense. Manager Beaucaire said the answer depended on how the code
18 was written but typically the code enforcement officer would write the citation. She
19 indicated she would need to research the question regarding video.

20 Tooke clarified that the Lincoln County Sheriff's office was willing to work with cities on
21 this issue. Tooke noted the recent incident where fireworks remains melted a garbage
22 can and clarified that was outside of the city limits.

23 Mayor Moore suggested that Manager Beaucaire explore both spent and unspent
24 fireworks as possession offense.

25 A person asked through zoom chat if the City could deputize volunteers for volunteer
26 enforcement. Manager Beaucaire and Mayor Moore speculated the answer was no but
27 Manager Beaucaire would consult with the attorney.

28 Vaaler stated she would not favor exceptions for certain days as the Eugene policy
29 contained. Glenn asked that the City talk to the League of Oregon Cities to see if they
30 would raise this issue with state legislature. Councilors agreed that Mayor Moore could
31 send a letter to the League of Oregon Cities on the fireworks issue.

32 **V. Public Contracting Rules**

33 Community Services Coordinator Hoen reported that some information was missing
34 from her memorandum in the packet. She indicated the Council used Exception E in
35 2019. She explained the rules were to ensure there was uniformity in contracting across
36 the state and that smaller cities were allowed to opt out of rules due to their limited staff.
37 She highlighted the situation with getting a vac truck, where she can say the cost of a
38 new truck is prohibitive given the City budget and follow procurement procedures for
39 purchases a used truck.

1 Vaaler clarified Hoen had not experienced a situation where opting out has made things
2 more difficult. Vaaler noted a citizen letter that stated the City should evaluate when
3 procurement decisions must come back to Council.

4 Council agreed to take action on this item at the first meeting in September 2020.

5 **VI. Frohnmayer Donated Property of Community Gardens**

6 Mayor Moore summarized the situation with this donated property.

7 Manager Beaucaire stated a public hearing was needed to change a property right.
8 Vaaler indicated the property sold on July 29, 2020.

9 Vaaler enumerated pros and cons of implementing a height restriction and did not find
10 the reason presented to be substantial enough.

11 Mayor Moore noted that since the property has sold, the issue was now moot.

12 **VII. Vacation Rental Program**

13 Mayor Moore noted items presented in the City Manager's memo and asked that each
14 Councilor look closely at these materials for a future discussion. Vaaler noted she has
15 seen all of the materials when they previously worked on the vacation rental code. She
16 asked for clarification on the status of this previous work by the Council before re-
17 examining these issues. Manager Beaucaire explained that not every Councilor has
18 had a chance to review these ordinances. She noted things have changed since that
19 last discussion, citing the pandemic. She believed there were still issues to be
20 addressed, such as penalties and using land use regulations.

21 O'Shaughnessey did not think the previous work and additional work were mutually
22 exclusive. She asked for more time to review the materials. Mayor Moore noted the
23 250-foot restriction and 14-day program used by other cities as something to think
24 about.

25 Glenn was not anxious to reopen the discussion and has had citizens ask him to better
26 enforce the existing code. He asked to get a report on complaints received and what
27 education was being done to better inform citizens how to complain and what they could
28 complain about. Deputy Jackson reported the City has not acted on the three-complaint
29 rule in the code, noting a complaint only counts when an owner did not respond.

30 O'Shaughnessey recalled that James Kerti and Vaaler were going to have a public
31 workshop on complaints and how to use the website. She thought such a meeting might
32 be a good idea at this time.

33 Tooke stated the owner of the property was responsible for the property. He provided
34 an example of a property near him who improperly uses the recycling container. He
35 indicated his wife called the property manager company who did not response. He
36 suggested having discussions with owners and property managers.

37 Mayor Moore stated they have visited vacation rentals "to death" and did not think this
38 was the best time to readdress this topic. He thought it could be useful to pursue
39

1 education. Vaaler noted a public meeting for training was difficult in the time of COVID-
2 19 as some have difficulty using technology. Manager Beaucaire stated they could put
3 information in the newsletter about how to hear from people via Zoom.

4 Vaaler asked if there was a way to complain other than the website. Manager
5 Beaucaire indicated they receive phone calls and emails. O'Shaughnessey noted she
6 was in the office and overheard a person on the phone being told to file a complaint
7 online. She thought the City should take a name and number and pass that to the Code
8 Enforcement Officer. Manager Beaucaire stated she has asked staff to put phone call
9 information into the Request Tracker system.

10 Glenn asked why they were having this discussion. Manager Beaucaire explained there
11 have been changes since Council worked on the vacation rental code and thought that
12 Council might want to revisit the topic at this time.

13 Vaaler asked Mayor Moore if he would rather finalize what they discussed and then get
14 input or whether they should take input now and then implement updates. Mayor Moore
15 suggested that they address getting the waiting list going and address additional issues
16 at a later time. Vaaler did not want to push the matter off until next year as there were
17 some changes they wanted to have in place before the next renewals, such as
18 changing the frequency of inspections. Manager Beaucaire suggested at the next work
19 session, Council discuss what they have agreed upon, what they want to address, and
20 what they want public input on.

21 **Regular Meeting**

22 **VIII. Announcements, Correspondence and Proclamations**

23 **A. Proclamations**

24 Mayor Moore read a proclamation declaring August 9-15, 2020 as National Health
25 Center Week and thanked the Lincoln Community Health Center for their work.

26 **IX. Public Comment**

27 **X. Consent Agenda**

28 Vaaler asked to consider the items on the Consent Agenda individually

29 **A. Resolution 2020-134**

30 Vaaler stated that the one-hour hold was between the room being vacated by guests
31 and non-emergency entry by staff. Mayor Moore stated the City Manager would redraft
32 the resolution and Council could vote on it at their next meeting.

33 **B. Resolution 202-136 Vacation Rental Lottery**

34 Vaaler noted:

- 35 1. The second whereas clause was to initiate a list that would be updated after the
36 order was established through the lottery.

2. The sentence starting with, "Including articles..." in the second whereas incomplete.
3. They should indicate for how long they will do this advertising.

Glenn indicated he has been asked whether this was a one-time lottery or an ongoing list. He believed this item needed to be clarified.

Vaaler noted that applicants were being asked to provide an electronic signature indicating they have read the policy. She asked if they should make statement about it being the owner's responsibility to check for updates to that policy.

Vaaler also noted there was legislation in the whereas clauses when the regulations should be what they are resolving. Manager Beaucaire indicate she could make any changes the Council desired.

Vaaler suggested the following language:

1. They were initiating a vacation rental license waiting list.
2. All applicants will be rank ordered after the 90 days then added to bottom of list after 90 days
3. Complete the incomplete sentence and only do the advertising during the 90-day period lottery period.

Tooke asked about allowing people to not use a license. Mayor Moore indicated Council previously agreed to allow license holders two years of inactivity before action was taken.

C. Resolution 2020-138 Outdoor Seating Expansion

Vaaler asked why the maximum was set at four spaces and did not recall discussing this point. Manager Beaucaire stated Council agreed to draft a resolution and this resolution was based on what other cities were doing.

Vaaler noted that there was legislation in the whereas clauses rather than under what was being resolved.

Tooke was not opposed to restricting the use to four spaces. He wanted to know what others thought about how this option would impact the general parking situation. Glenn agreed the City has a parking problem. Glenn clarified businesses can use four parking spaces and suggested inserting "parking" before "spaces." O'Shaughnessey indicated some business were really struggling and she was hesitant to limit the restriction to four parking spaces. Vaaler agreed that the situation at the Green Salmon was exceptional as their business had the highest traffic early in the morning when parking was available nearby.

Manager Beaucaire noted more issues were being raised than was previously discussed by Council. O'Shaughnessey agreed they should look at the individual businesses to better understand what was happening. Mayor Moore agreed it would be good to see how many spaces were being used by the businesses.

1 Council agreed to revisit this issue at the August 19, 2020 meeting.

2 **IX. New Business**

3 **A. Council Meeting Times**

4 Tooke wanted to have one meeting per month, even if the meeting lasts much longer.
5 Glenn favored blocking out a day with a lunch break for doing City business once per
6 month. Vaaler and O'Shaughnessey strongly opposed one long meeting rather than
7 two shorter meetings. Vaaler added that issues arise between meetings that would
8 have to be postponed for a month. O'Shaughnessey noted the preparation time and
9 could not imagine processing it all for one meeting.

10 Mayor Moore recalled that previously Council had a work session one week and a
11 regular meeting the next week. In this arrangement, the City Manager asked for more
12 time to prepare for the second meeting. Council decided to have a work session the
13 first week and a regular meeting the third meeting. He favored keeping the current
14 schedule due, in part, to one meeting meaning that an important issue might have to
15 wait three weeks or longer to be addressed.

16 Manager Beaucaire asked that Council consider the amount of staff time required for
17 meetings and preparation. She also noted issues around scheduling guests so that
18 they do not have to wait long before their agenda items come up.

19 Glenn noted that an audience member asked to go back to an evening meeting. Mayor
20 Moore stated the overtime costs to the City make an evening meeting cost prohibitive.
21 Manager Beaucaire stated all City meetings should end by 3:30 pm when involving
22 McClung and Buckwald and by 4:00 pm when involving Jackson.

23 Glenn suggested they put a time limit on meetings. Manager Beaucaire indicated she
24 could look at model council rules for items that would apply to this issue.

25 Mayor Moore stated he heard three Councilors favor keeping the current meeting
26 schedule. No motion was made to change the meeting dates.

27 **X. Old Business**

28 **A. Driftwood Paving Project**

29 Mayor Moore stated they have heard from many residents who all opposed the scope of
30 the project. He indicated the majority wanted a one-way road to cover the pavement
31 that was already there and some were ok with diagonal parking a sidewalk next to the
32 skate park.

33 O'Shaughnessey stated she tallied responses and found the top three issues were the
34 cost, green space, and not needing more parking. Mayor Moore stated that the parking
35 can get muddy during the rainy season. O'Shaughnessey added that more cars park
36 there during Agate Festival that is proposed in the plan.

37 Tooke referred to the City goals for transportation. He was interested on input from
38 businesses on the parking issue. He thought this situation was similar to the Highway
39

1 101 project where people got very upset. He had the impression that grant writing was
2 an arduous process and grants were hard to get. He understood the threat to budget
3 situation where the State was looking at significant cuts. He also noted how unused the
4 ballfield area was. He noted the Public Works and Streets Commission unanimously
5 voted to move this project forward to Council and Parks and Commons also supported
6 it.

7 Glenn thanked those who wrote in and indicated he read all of the comments and only
8 saw one positive comment about the project. Glenn asked if the Public Works policy on
9 requiring new street improvements be fully engineered would apply in this case. He
10 suggested that the City has many streets that are one lane but allow for two-way traffic.
11 He thought resurfacing the lane with some parking would be appropriate. He did not
12 want to lose more of the green space. Glenn noted Manager Beaucaire had additional
13 information to discuss.

14 Vaaler appreciated the Council for their open-mindedness and willingness to take
15 additional comments. She noted there were comments about the City's vision
16 statement, costs, safety, the nature of the community and other items that should be
17 considered. She thought the Council should focus on how to continue engaging citizens
18 to move forward with the project.

19 Mayor Moore agreed there were many streets that were narrow but allow for two-way
20 traffic without incident. He noted that the Parks and Commons Commission was going
21 to be discussing the best use for the green space. He added that any changes to the
22 current plan would need to go back to ODOT for approval, and ODOT considers
23 sidewalks and parking a positive aspect of the grant. Manager Beaucaire indicated
24 there was no requirement from ODOT for matching funds.

25 1. Ann Stott (915 Driftwood Lane) thanked Council for reconsidering and noted using
26 "Driftwood" in the name caused many to think this was something for the existing
27 Driftwood Lane between Marine Drive and W 7th Street. She also had concern that a
28 project of this magnitude was rushed through the Commissions.

29 2. Jacqueline Danos (Spring Hill) believed COVID played a large role in the problems
30 that have arisen. She believed the design was overengineered, but she did not want to
31 incur a blackmark by losing the grant. She encouraged getting input from someone who
32 specializes in place-making and multimodal transportation, an issue which ODOT
33 favors. She wanted Commissions to talk more to each other in planning projects.

34 Manager Beaucaire stated the engineer suggested rebidding in January 2021. She
35 indicated they would need two months to prepare the bid documents, which would
36 mean they would need to talk to ODOT about the redesigned scope by October 2020,
37 which means the City needed to have their plans completed by late September 2020.

38 Vaaler asked if ODOT was open to extending the grant, especially in light of COVID.
39 Manager Beaucaire stated there was a possibility of that but no guarantee. Vaaler
40 clarified that any request would need to be made within the life of the grant. She wanted
41 to let citizens know what features ODOT would favor in a grant application. Manager
42 Beaucaire indicated she could ask to see if that information was available.

1 Vaaler asked if any environmental impact study has been done for plan. McClung
2 stated an environmental impact assessment was done for the storm drains that will tie
3 into the storm drain line on W 6th Street. He stated it was several years old. Manager
4 Beaucaire asked for clarification on what the public wanted in terms of environmental
5 impact studies.

6 O'Shaughnessey supported Danos' idea of controlling the type of change that was done
7 that better supports the community instead of going with what engineers assess to be
8 adequate streets and sidewalks. She would like to see planners involved in addition to
9 the engineers.

10 Mayor Moore noted that Glenn stated streets should be engineered prior to paving. He
11 stated that engineering was needed for E 2nd Street and W 1st Street. He noted a civil
12 engineer formerly on the Public Works and Streets Commission recommended that all
13 repaved streets be engineered. Manager Beaucaire clarified that if a project was simply
14 a two-inch overlay, an engineer did not need to be involved. She stated that engineers
15 should be involved for larger projects or when a street shows alligatoring or has broken
16 pavement.

17 Tooke stated that whatever was done, the work needed to be done now.

18 Bob Bennett, Chair of the Public Works and Streets Commission, stated there was not
19 adequate time to arrange for public input on this project, especially given the COVID
20 situation. He noted that Manager Beaucaire has included capital projects in the budget
21 document that citizens should look at.

22 Glenn suggested the project needed to be redone and the City could repave the
23 roadway, add a sidewalk next to the skatepark, add parking on the west side. Vaaler
24 suggested some group come up with alternative plans to present to the public for
25 feedback. She did not want to proceed with one particular project and move forward
26 with engineering until they get some public feedback. O'Shaughnessey noted there
27 were many moving parts and they do need to re-envision the project. She agreed they
28 need to start immediately on moving forward.

29 Mayor Moore noted they did get some options from the public the previous night and
30 earlier that morning. He suggested they look at a few options at the next meeting.
31 Vaaler asked if would be helpful to get the Commissions involved. Mayor Moore
32 indicated they could ask the Parks and Commons, Public Works and Streets, and
33 Planning Commissions to attend the next meeting and to post that as a possible
34 quorum.

35 O'Shaughnessey hoped they could resolve what they were planning to do by the
36 second September meeting. Mayor Moore hoped they could decide in two weeks.

37 Manager Beaucaire reported the engineer provided examples of one-way streets and
38 parking and aisle requirements.

1 O'Shaughnessey challenged the assumption that they would add parking. Vaaler
2 stated that they should consider both designs with and without parking. Vaaler asked
3 that the recent design submissions be posted on the website.

4 Manager Beaucaire indicated she was having a special page created for the Driftwood
5 project that would contain all information that she has.

6 McClung asked to be part of any discussions going forward. Manager Beaucaire
7 indicated McClung could help explain technical aspects of the project.

8 O'Shaughnessey asked they look at all benefits and drawbacks so as to avoid having a
9 confirmation bias.

10 Vaaler suggested they schedule a public meeting without an agenda where citizens can
11 express their views of various plans. Glenn supported the idea of a zoom meeting
12 where design options could be discussed. He preferred to have time between the
13 public input and when Council would decide on an option.

14 Manager Beaucaire suggested having a morning work session the day of the next
15 scheduled Council meeting. Vaaler wanted more time to think about feedback before
16 Council took action. Manager Beaucaire indicated she could get drawings on the
17 website as soon as she received them. Tooke stressed the need to move the project
18 forward.

19 Mayor Moore stated they would have a work session at 9:30 am on August 19, 2020.

20 **B. Mask Proposal**

21 Manager Beaucaire stated Jacqueline Danos has graciously purchased 75 masks and
22 would work with the Visitors Center to determine how they would be distributed.

23 **C. Volunteer Insurance Coverage**

24 Loren Dickinson suggested that changing the volunteer insurance coverage may
25 discourage volunteerism. He wanted to ensure there was some type of coverage for
26 volunteers. Mayor Moore noted there had not been any claims from Trails volunteers
27 and thanked the Trails group for their extensive volunteer work. Vaaler stated her
28 understanding was that the proposed policy would cover up to \$50,000 of medical.
29 Vaaler suggested the City provide a description of the policy for all volunteers.
30 Dickinson stated that the Trails group would definitely want to have that information.

31 Mayor Moore suggested that they provide volunteers with the coverage information prior
32 to voting to purchase the coverage and asked Manager Beaucaire to disseminate the
33 policy to all volunteers. Tooke suggested they send it to Committees and identified
34 groups.

35 **XI. Other Business**

36 **A. From Mayor – none**

37 **B. From Council**

1 Glenn reported he and O'Shaughnessey have worked with a designer to create a flyer
2 for the street naming competition and hoped they could get all suggested by the end of
3 September. O'Shaughnessey thanked Heather Taylor for designing the flyer.

4 **C. From Staff**

5 Manager Beaucaire reported that she received an OLCC license request from Kim
6 McLaughlin from Laughing Crab Gallery to do off-premise bottled wine sales and
7 tastings. She asked Council if this was an administrative decision. Mayor Moore
8 indicated she would not be competing with C&K on wine sales. All Councilors
9 supported her getting a liquor license.

10 Mayor Moore adjourned the meeting at 1:20 pm.

11
12 ATTEST:
13
14
15
16

17 _____
18 W. JOHN MOORE, Mayor

Shannon Beaucaire, City Manager

19 Date: _____



CITY OF YACHATS

**Special Regular Meeting of City Council, Planning, Public Works & Streets and
Parks & Commons Commission**

Date: August 19, 2020 at 9:00am

Minute Summary

Audio will be uploaded the following business day for review of entire meeting

Meeting Call to Order

Members Present or Absent

Mayor/Chair: W. John Moore called the (date)August 19th 2020 (time)9:30am

Council/Commission/Committee members present:

1. <u>W. John Moore</u>	13. <u>Mary Ellen O'Shaughnessey</u>
2. <u>Max Glenn</u>	14. <u>Helen Anderson</u>
3. <u>Jim Tooke</u>	15. <u>Loren Dickenson</u>
4. <u>Leslie Vaaler</u>	16. <u>Ariana Carlson</u>
5. <u>Jacqueline Danos</u>	17. <u>John Purcell</u>
6. <u>Lance Bloch</u>	18. <u>Linda Johnson</u>
7. <u>Christine Orchard</u>	19. <u>Craig Berdie</u>
8. <u>Bob Bennett</u>	20. <u>Scott Gordon</u>
9. <u>Ron Urban</u>	21. <u>Dawn Keller</u>
10. <u>William Toombs</u>	22. <u>Michael Hempen</u>
11. <u>Tom Fisher</u>	23. <u>Dean Shrock</u>
12. <u>Linn West</u>	24. <u>Don Groth</u>

Absent:

1. <u>Tom Bedell</u>	3. _____
2. _____	4. _____

Staff present:

1. Kimmie Jackson_____

4. Anita Sites_____

2. Rick McClung_____

5. Heather Hoen_____

3. Dave Buckwald_____

6. Holly Hamilton_____

Audience: 35

I. Old Business

Driftwood Paving Project Discussion

John Moore adjourned the meeting at 12:00pm.

Key Take-Aways:

- Commission members expressed concerns and option to consider the project
- Obtained public input and feedback on alternatives to the project

Action Steps to be taken

- Parks & Commons will revisit the proposed plan and continue to receive input and schedule a walkaround to put items in prospective and submit a revised project plan to Council.
- Public Works & Streets will review scope of project and provide recommendation to Council.
- Planning will provide proposed lighting ordinance and any applicable input to Council.
- Council will make a decision on the project by the end of September 2020.

ATTEST:

W. John Moore, Mayor

Shannon Beaucaire, City Manager

Kimmie Jackson, Deputy Recorder

Date: _____



CITY OF YACHATS
CITY COUNCIL REGULAR MEETING

Date: August 19, 2020 at 2:00pm

Minute Summary

Audio will be uploaded the following business day for review of entire meeting

Meeting Call to Order

Members Present or Absent

Mayor/Chair: W. John Moore called the (date)August 19th 2020 (time)2:00pm

Council/Commission/Committee members present:

- | | |
|-------------------------|-------------------------------------|
| 1. <u>W. John Moore</u> | 4. <u>Mary Ellen O'Shaughnessey</u> |
| 2. <u>Max Glenn</u> | 5. <u>Leslie Vaaler</u> |
| 3. <u>Jim Tooke</u> | |

Absent:

- | | |
|----------|----------|
| 1. _____ | 3. _____ |
| 2. _____ | 4. _____ |

Staff present:

- | | |
|--------------------------|--------------------------|
| 1. <u>Kimmie Jackson</u> | 4. <u>Anita Sites</u> |
| 2. <u>Rick McClung</u> | 5. <u>Heather Hoen</u> |
| 3. <u>Dave Buckwald</u> | 6. <u>Holly Hamilton</u> |

Audience: 28

I. Announcements, Correspondence, and Proclamations

- a. Appreciation from Patricia Raines regarding relief for a water leak
- b. Citizen email to let the City know that they were impressed with the mask wearing in our village

1 **II. Public Comments:**

- 2 a. Paul Thompson – expressed his concerns for the Curb at 2nd Street, 3rd Street to
3 7th Street needs work and temporary signage is still up along Ocean View Dr.

4 **III. Consent Agenda**

5 1. Minutes

6 a. Draft Minutes of June 19, 2020

7 b. Draft Minutes of July 2, 2020

8 c. Draft Minutes of July 15, 2020

9 ➤ Aye: Moore, Glenn, Tooke, Vaaler and O'Shaughnessey

10 ➤ Nay: None

11 ➤ Absent: None

12
13 2. Resolutions

14 a. RES 2020-135 Memorializing a 1-Hour Lodging Hold

15 b. RES 2020-136 Memorializing a Vacation Rental Lottery

16 c. RES 2020-137 Memorializing the Yachats Library Commission Appointment –
17 Nancy LaFever, Viki West and Naomi Steenson

18 d. RES 2020-138 Outdoor Seating Expansion

19 e. RES 2020-139 Memorializing the Yachats Public Works & Streets
20 Commission Appointment – William Toombs

21 f. RES 2020-140 Memorializing the Planning Commission Appointment –
22 Ariana Carlson

23 Motion to approve Resolutions stated above:

24 ➤ Aye: Moore, Glenn, Tooke, Vaaler and O'Shaughnessey

25 ➤ Nay: None

26 ➤ Absent: None

27 **IV. Motions:**

- 28 a. Visitor Center requested Funds to hire additional marketing support. The City
29 Council voted to authorize the Visitor Center utilize \$20,000 for additional
30 marketing support:

31 ➤ Aye: Moore, Glenn, Tooke,

32 ➤ Nay: Vaaler and O'Shaughnessey

33 ➤ Absent: None

- 34
35 b. Motion to accept recommendation on 2nd and Beach Street curbs proposed
36 drawing when the City can afford to do so in the future:

37 ➤ Aye: Moore, Glenn, Tooke and O'Shaughnessey

38 ➤ Nay: Vaaler

39 ➤ Absent: None

- c. Motion to add \$50,000 Volunteer Excess Medical Coverage:
- Aye: Moore, Glenn, Tooke, Vaaler and O'Shaughnessey
 - Nay: None
 - Absent: None

Key Take-Aways:

- City/Fire Department agreement for payment of land was discussed and the Council agreed to have the Fire Department Board and City Manager to get an appraisal on the former fire department and bring back for Council review.
- The proposed lighting ordinance was discussed, and the Planning Commission will move forward with scheduling public hearing in October 2020 and bring back a suggested ordinance to the November 2020 Council meeting.
- Visitor Report – Community response has been positive.
- Curbs at 2nd Street and Beach reported by Rick McClung – Will have the engineer review possible changes and to include looking at widening that intersection.
- NLC Service Line Warranty Program – Council decided not to support without receiving more information.
- Moving the gates on Gimlet to the upper and lower locations as indicated on the presented maps that were discussed with the Fire Department and Public Works to move forward with Councils approval in the future.
- Phase 2 Reopening Process plan will depend on going into Phase 2 in September, the City plans to keep the same plan for an additional three month. Plan to open the playground in Phase 2 with proper signage; the counseling group will use the Kitchen/room5 to hold their meetings while the Commons is closed.
- Fireworks ordinance discussion was postponed to a later date.
- Vacation Rental Program was postponed to the October 2020 meeting.

Action Steps to be taken

- Reschedule Fireworks ordinance discussion
- Rescheduled Vacation Rental Program

W. John Moore adjourned the meeting at 4:30pm.

ATTEST:

W. John Moore, Mayor

Shannon Beaucaire, City Manager

Kimmie Jackson, Deputy Recorder

Date: _____



**CITY OF YACHATS
RESOLUTION NO. 2020-141
A RESOLUTION AUTHORIZING CITY OF YACHATS, OREGON
TO CHANGE VOLUNTEER EXCESS MEDICAL COVERAGE**

WHEREAS, the City Council discussed the options of volunteers on the workers compensation coverage or excess medical coverage presented by Brown & Brown Insurance at its August 19, 2020 meeting; and

WHEREAS, the City of Yachats approved the quote of \$750.00 for the year for \$50,000 of excess medical coverage for the volunteers on the excess medical coverage plan; therefore, the City has the ability to increase coverage without impacting the proposed budget.

NOW THEREFORE, the City of Yachats resolves to elect to remove the volunteers from workers compensation policy to excess medical coverage.

This resolution memorializes action taken on August 19, 2020 and is effective as of that date.

CITY OF YACHATS:

W. John Moore, Mayor

ATTESTED TO BY:

Shannon Beaucaire, City Manager



**CITY OF YACHATS
RESOLUTION NO. 2020-142
A RESOLUTION AUTHORIZING CITY OF YACHATS, OREGON
INSTALL GATES ON GIMLET LANE**

WHEREAS, the City Council discussed the proposed location of the gates on Gimlet Lane at its August 19, 2020 meeting; and

WHEREAS, the City of Yachats approved that the gates be moved to the proposed locations at the top of Horizon Hill Road and at the bottom of Gimlet Lane as indicated on the attached map; and

NOW THEREFORE, the City of Yachats resolves to move both gates as indicated on the attached map; and

This resolution memorializes action taken on August 19, 2020 and is effective as of that date.

CITY OF YACHATS:

W. John Moore, Mayor

ATTESTED TO BY:

Shannon Beaucaire, City Manager



**CITY OF YACHATS
RESOLUTION NO. 2020-143
A RESOLUTION AUTHORIZING CITY OF YACHATS, OREGON
2nd STREET CURBS**

WHEREAS, the City Council discussed the citizens' concerns, ODOT and the City Engineer of Record regarding the curbs at 2ND Street and Hwy 101, and 2nd Street and Beach Street; and

WHEREAS, the City of Yachats received the engineer's recommendations for the curbs for future action at its August 19, 2020 meeting.

NOW THEREFORE, the City of Yachats resolves to move this project forward for future action in accordance with the recommendation as follows:

The basic recommendations, at this preliminary level, to the intersection are:

1. The curb radius from 101 to 2nd is not a significant problem at this time.
 2. Increase the curb radius from 2nd to Beach.
 3. Eliminate the crosswalk on 2nd immediately west of Beach.
 4. Add a "Do Not Block Intersection" sign to the stop sign at 2nd and Beach.
 5. Increase the radius for the curve beginning at Beach and ending at Highway 101.
 6. Redo the plaza as a result of #4 above.
 7. Will need funding sources and long-term planning to meet the goal.
- Recommend using the Public Works & Streets Commission & City Planner to refine the project (*after Public Comment*)
 - ODOT Transportation Systems Plan (TSP) may be done by this time, could modify this intersection to compliment the TSP
 - Oceanview Dr. should be done by this time which will also compliment the TSP and the new intersection improvements
 - A \$100,000 grant application could be submitted to ODOT Small City Allotment for this project next year during the application window (*June to July 2021*)
 - Could potentially construct the project during the 22/23 budget year.

This resolution memorializes action taken on August 19, 2020 and is effective as of that date.

CITY OF YACHATS:

W. John Moore, Mayor

ATTESTED BY:

Shannon Beaucaire, City Manager



**CITY OF YACHATS
RESOLUTION NO. 2020-144
A RESOLUTION AUTHORIZING VISITOR CENTER UTILIZE \$20,000 FOR
ADDITIONAL MARKETING SUPPORT**

WHEREAS, the City Budget for the 2020-21 fiscal year includes \$50,000 for allocated labor in the Visitor Amenities Operating budget; and

WHEREAS, the Visitor Center requests \$20,000 for hiring marketing support to assist in developing and implementing a marketing plan; and

WHEREAS, the City Council Discussed the recommendation at the August 19, 2020 meeting and agreed to allocating \$20,000 for hiring marketing support; and

NOW THEREFORE, the City Council resolves to approve \$20,000 for hiring marketing support out of the visitor amenity fund.

This resolution memorializes action taken on August 19, 2020 and is effective as of that date.

CITY OF YACHATS:

W. John Moore, Mayor

ATTESTED TO BY:

Shannon Beaucaire, City Manager



CITY OF YACHATS MEMORANDUM

DATE: September 23, 2020
TO: W. John Moore, Mayor
Yachats City Council
FROM: Shannon Beaucaire, City Manager
SUBJECT: OAWU Utility Rate Study

Tim Tice of OAWU will be present to present to Council and answer Council questions.

On June 24, 2020, the Council resolved (Resolution 2020-128) for the **Water Utility Rates:**

The Yachats City Council resolves that the City of Yachats will:

1. Implement base rate using the meter multiplier, and
2. Increase unit costs to \$6.00 per unit,
3. Implementation will be tentatively October 1, 2020.

After review, the **Wastewater Utility Rate** recommendations are:

1. Do not increase wastewater base rates at this time
2. Increase consumption unit costs from \$5.91 to \$6.00 in line with approved water consumption rates

For the future consider

- Implementing a tiered water rate structure July 1, 2021. OAWU will continue to work with the City during this time period to provide recommended tiered rate structures
- Consider developing a Significant Industrial users base for Wastewater

Council Question:

Following review and discussion:

1. Does the Council wish to adopt the Wastewater recommendations from OAWU?
2. What annual rate adjustment does Council wish to adopt after discussion with OAWU?

3. What date does Council wish to implement rate changes? and
4. Does Council wish to proceed with next steps recommended by OAWU?



**CITY OF YACHATS
RESOLUTION NO. 2020-128
A RESOLUTION AUTHORIZING IMPLEMENTATION OF A UTILITY BASE RATE
ADJUSTMENT**

WHEREAS, the Oregon Association of Water Utilities (OAWU) was hired to conduct a utility rate analysis for the City of Yachats; and

WHEREAS, the OAWU provided the attached chart that compares “current” rates and proposed rates on budgets at either \$100,000 or \$200,000 annual capital; and

WHEREAS, the option discussed at its June 24, 2020 Council meeting was to reset base rates using the meter multiplier (column 3) providing an allowance of water in line with the meter multiplier. This sets the initial usage and monthly rates (unit cost) the same for all users and applies a \$6.00 per unit; and

WHEREAS, Council can wait one year before reconsidering the tiered unit cost approach; and

WHEREAS, with this proposed structure, revenues collected for fixed expenses equal 65-72 percent of operating requirements, pending the level of capital in the proposed budget to financially secure the water department and its operations.

NOW THEREFORE, the Yachats City Council resolves that the City of Yachats will:

1. Implement base rate using the meter multiplier, and
2. Increase unit costs to \$6.00 per unit,
3. Implementation will be tentatively October 1, 2020.

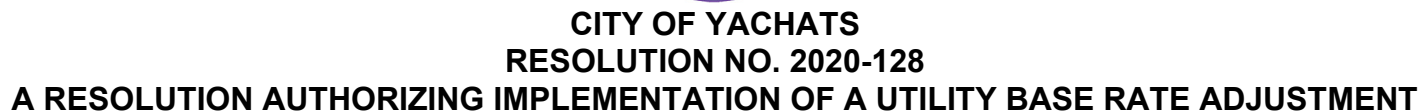
This resolution memorializes action taken on June 24, 2020 and is effective as of that date.

CITY OF YACHATS:

W. John Moore, Mayor

ATTESTED TO BY:

Shannon Beaucaire, City Manager



1	2	3	4	5	6	7	8	9
Meter Size	Mo. Base Rate	Mo. Base Rate		Consumption	Consumption Levels **		Using Tiers***	Unit Costs ^^
	Current Base Rate	New Base Rate*	Meter Ratio	With Base Rate		Current Costs	New Costs	New Costs
5/8"	\$ 48.24	\$ 48.24	5/8" = 1.0	2		\$ 48.24	\$48.24	\$ 48.24
5/8"	\$ 52.98	\$ 48.24	5/8" = 1.0	2	4	\$ 58.90	\$60.24	\$ 60.24
5/8"	\$ 61.87	\$ 48.24	5/8" = 1.0	2	6	\$ 69.56	\$73.24	\$ 72.24
					8	\$ 80.22	\$86.24	\$ 84.24
					10	\$ 90.92	\$100.24	\$ 96.24
1"	\$ 112.37	\$ 67.54	1" = 1.4	2.8		\$ 116.63	\$67.54	\$ 67.54
					6	\$ 133.69	\$86.84	\$ 86.74
					10	\$ 155.01	\$112.84	\$ 110.74
					15	\$ 181.66	\$148.34	\$ 140.74
2"	\$ 94.54	\$ 139.90	2" = 2.9	5.8		\$ 114.79	\$139.90	\$ 139.90
2"	\$ 133.15	\$ 139.90	2" = 2.9	5.8		\$ 153.40	\$139.90	\$ 139.90
2"	\$ 150.97	\$ 139.90	2" = 2.9	5.8		\$ 171.22	\$139.90	\$ 139.90
2"	\$ 305.69	\$ 139.90	2" = 2.9	5.8		\$ 325.94	\$139.90	\$ 139.90
					10^	\$ 175.79	\$165.10	\$ 165.10
					15	\$ 202.44	\$199.70	\$ 195.10
					30	\$ 282.39	\$298.20	\$ 285.10
3"	\$ 94.54	\$ 530.64	3" = 11.0	22		\$ 201.14	\$530.64	\$ 530.64
					45	\$ 323.73	\$680.14	\$ 668.64
					60	\$ 403.68	\$777.64	\$ 758.64
					90	\$ 563.58	\$977.64	\$ 938.64
4"	\$ 70.78	\$ 675.36	4" = 14.0	28		\$ 209.36	\$675.36	\$ 675.36
					50	\$ 326.62	\$807.36	\$ 807.36
					100	\$ 593.12	\$1,132.36	\$ 1,107.36
					150	\$ 859.62	\$1,482.36	\$ 1,407.36
					300	\$ 1,659.12	\$2,532.36	\$ 2,307.36

* - Applied meter multiplier to the base rate - starting point at \$48.24

*** - Rates set using tier structure based on \$6.00, \$6.50, \$7.00

^ - Rates set using fixed unit costs at \$6.00 for all units of water consumed - 2 percent revenue with \$100K CIP, Units cost at \$8.50 with \$200K CIP



DATE: September 23, 2020

TO: W. John Moore, Mayor
Yachats City Council

FROM: Shannon Beaucaire, City Manager

SUBJECT: Driftwood Paving Project

On August 5, 2020, City Council requested Citizen Input on the alternatives to the original engineered plans of the Driftwood Paving Project. A page on the City Website is available with history, grant information, memos, comments, and submissions.

On August 19, 2020, the City Council heard public input. Summarization at the end of the meeting of the principal points were:

- Consider not doing the project at all. The \$100,000 ODOT grant would not be utilized this year;
- Project should include shared space for pedestrians, youth, RV parking, Clean Sweep, and Church events;
- Save and improve the skatepark;
- Limit the extent of green space impacted; and
- Pave to protect the infrastructure below (water lines, etc.)

The Council asked the following of the Commissions at the August 19 meeting:

- Parks & Commons to discuss 1) is it in our purview, 2) whether to do the project, and 3) if yes to #2, what goals/options/recommendation does the Commission have for Council
- Public Works and Streets to discuss the scope of work for the project

- Planning to provide any options on if the project is done, what input would the Commission give

The Parks & Commons Commission provided their recommendation at the September 3 City Council meeting (attached). Due to the Fire Emergency in Lincoln County and the State of Oregon, Public Works and Streets met September 16 and Planning will meet September 22.

Environmental Impact Study & Rebidding Information

Subsequent to the August 19 meeting, I followed up with our engineer on the public comment regarding conducting an environmental impact study. The engineer does not believe an Environmental Impact Study is necessary for this project. The engineer understands the concern of impacting the wetlands by contaminated stormwater runoff or change in water filtration to the wetlands. There are a variety of tools that can be used to mitigate impacts to the wetland including providing mechanical treatment of the stormwater at the site before discharging into the storm drain system as a mitigation measure.

Should the City choose to proceed with an environmental impact study, a budget minimum of \$50,000 and an additional year for completing this project should be added to the project. Additionally, the engineer estimates rebidding and construction inflation cost at \$10,000.

September 3, 2020 to present

On September 3, 2020, the City Council heard from the Parks and Commons Commission and received public comment. As noted above due to the Fire Emergency in Lincoln County and the State of Oregon, Public Works and Streets met September 16 and Planning will meet September 22.

Following a discouraging meeting regarding the grant for the transportation system study which would look at all of the following holistically, I asked the drafters of the alternative design, Jacqueline and David Danos to walk with me and consider the following items brought out in Citizen concerns, as well as, various Yachats plans (Ocean View Drive Trail Plan, Community Park Master Plan, Vision 2020 plan, and Village Circulation Plan – my comments are noted below the main points:

- All public comment points from the August 19 meeting;
 - Create a safe space for multi-modal traffic (pedestrians, bikes, etc.)
 - Beautify, improve, and protect the skate park and areas adjacent to the skatepark
 - Create a (possibly shared) space for community events like Clean Sweep

- Create parking and wayfinding signage for citizens for community and church events, visitors to walk to businesses and state parks, and RV parking (noted in circulation plan and during public comment)
 - Pave to protect the infrastructure
 - Consider permeable paving or pavers in parking area to protect impact to green space and wetlands while considering long-term impacts
- The Commons area is recommended as a place for pooled parking in the commercial corridor (Village Circulation Plan);
 - Shared parking for events, visitors, and RV's noted above
- There are concerns about all traffic being routed down 2nd street to the State Park (speed, number of cars, etc.)
 - Identify multiple accesses to State park down 7th, 4th, and 3rd – encouraging parking at pooled areas and walking to parks
 - Identify potential options for 3d speed curtailment (e.g. 3d speed humps – painting made to look like humps to slow traffic without the cost and maintenance of a hump – haven't identified a US contractor yet)
- Concern about heavy commercial truck traffic on the eroding Ocean View Drive;
 - Work on corners at 2nd and 101 to get a turning radius for large commercial trucks
- Concern about the safety of curbs at 2nd and Beech
 - Consider a parklet/parking area and experiment with closing off the 2nd and Beech intersection to improve safety for pedestrians and cars alike in the commercial area. This would mean all access would come off of Ocean View Drive.
- Pedestrian Safety along Ocean View Drive
 - Consider the draft design from Larry Lewis – attached - (**Note: this was drafted before the decision to make Ocean view drive one way**) – that would require working with the State Park – for a pedestrian promenade from Pontiac to the State park and a roundabout for State Park access.
 - Incorporates parking along the park between 2nd and 3rd
 - Consider a longer pedestrian boardwalk along Ocean View Drive to decrease costs of extending into the bay immediately at 101 and Ocean view Drive – and decrease vehicular impact on the pedestrian trail
 - Incorporate wayfinding signage, public artwork (murals on city buildings, etc.) and alternatives to protecting the pedestrian path from vehicular traffic.

This was obviously a huge project to try to express visually but an attempt to look holistically at several challenging areas in a larger multi-model transportation system. Attached, is a September 14, 2020 memorandum with thoughts based on that meeting.

The City Council indicated that they wished to make a decision by the end of September regarding what direction to ask the City Manager to work with ODOT to determine if a change in scope still qualified Yachats for the grant and move forward on redesign based on change.

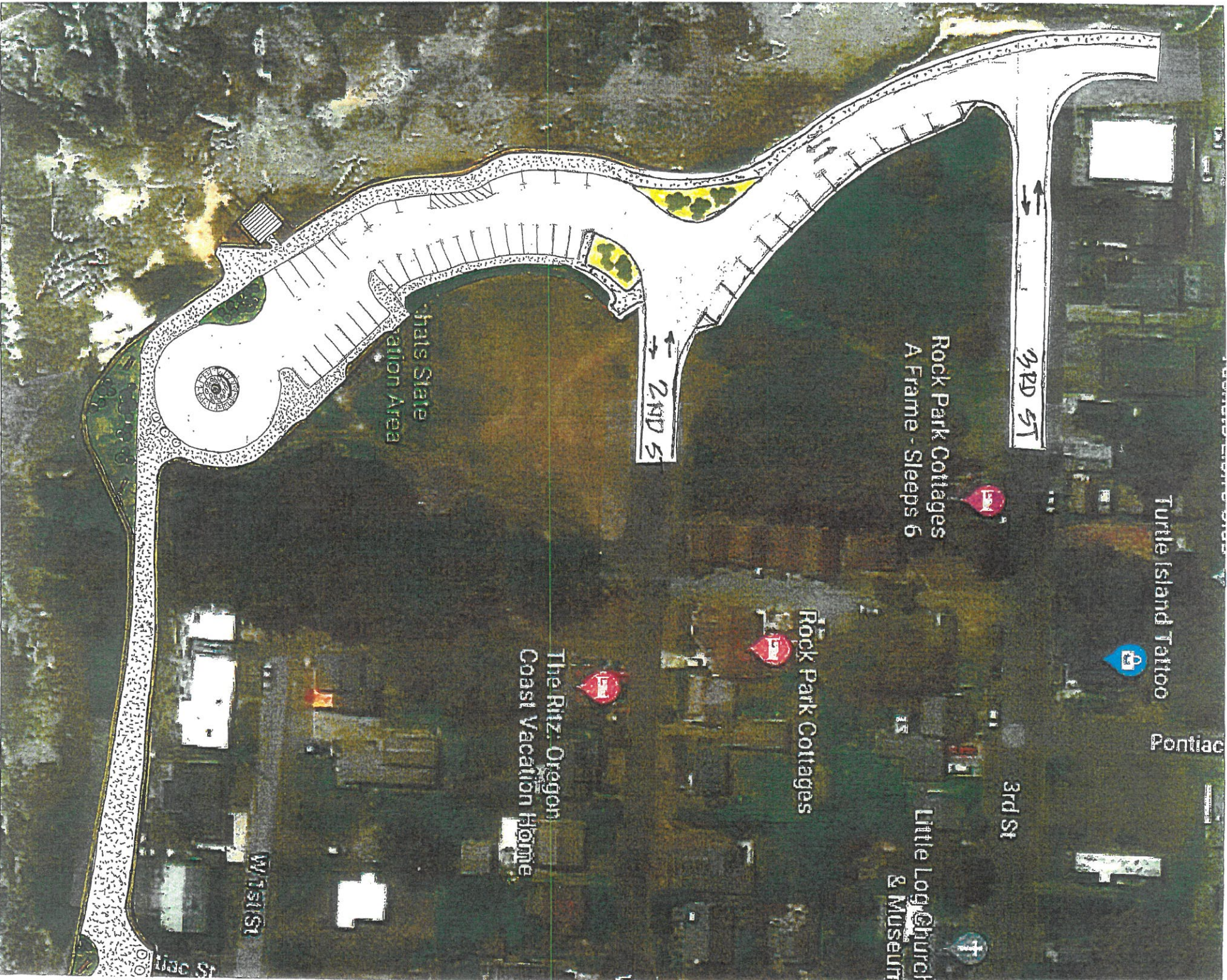
I am asking Council for direction on:

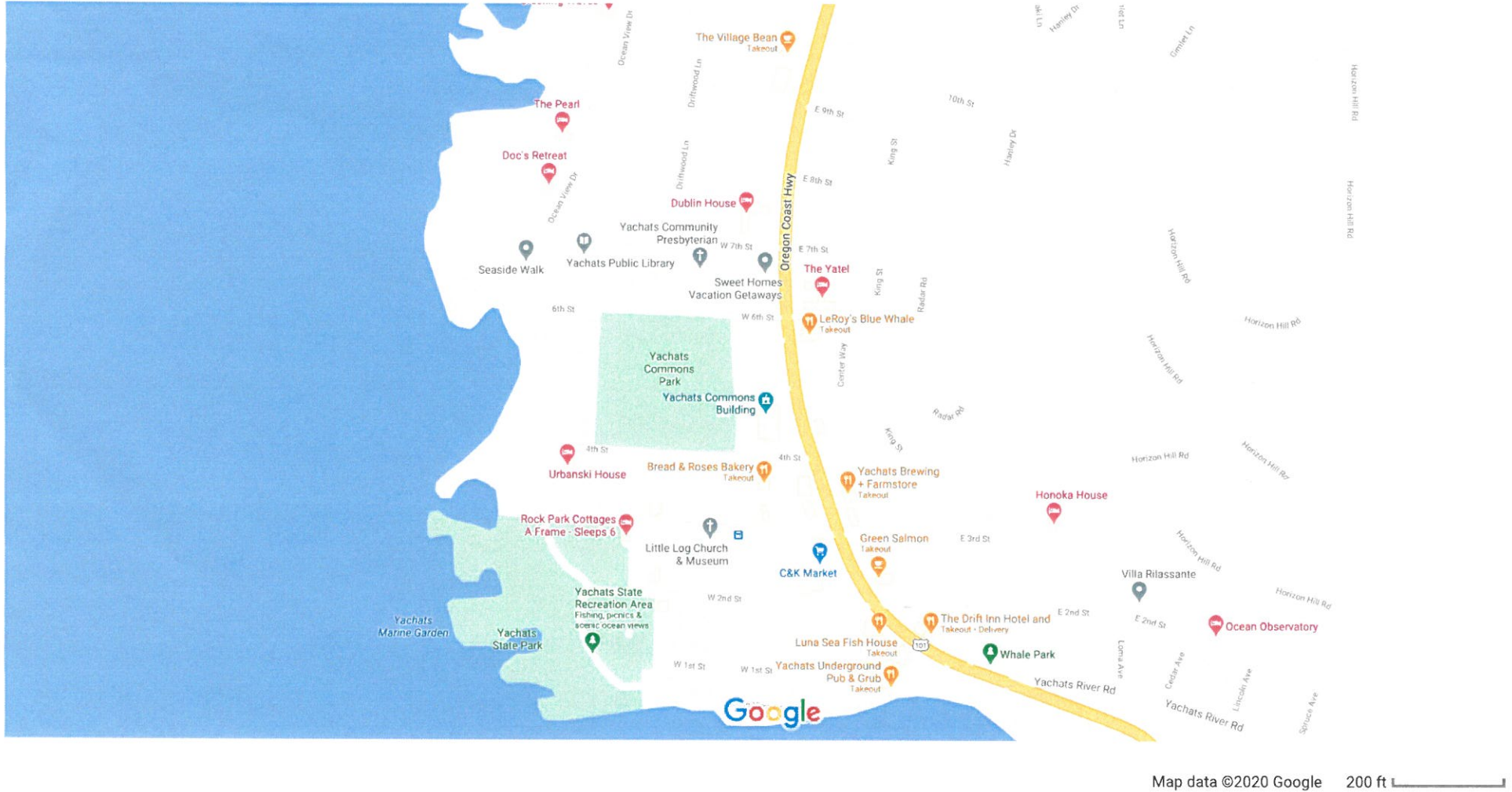
- Do we proceed with the project at all?
- If yes, based on public input noted in this memo, what is the first scope of work, Council would like to present to determine if Yachats still qualifies for the grant?
- If the first scope of work does not qualify, what is the second option the City Manager can present?
- If the first and second scope of work do not qualify, what is the third option the City Manager can present?

Assuming 1 of the 3 options qualifies, the engineer will commence redesign of the project piece between the ballfield and skate park.

Attachments

Driftwood project: <https://www.yachatsoregon.org/368/Driftwood-Paving-Project>





September 14, 2020

To: Mayor Moore and Yachats City Council Members

CC: Shannon Beaucaire, City Manager

From: Jacqueline Danos

Re: Driftwood

Attachment: Ocean View Trail Plan

After 20+ years of developing plans: A Circulation Plan, an Ocean View Trail Plan, a Community Park Master Plan and even a Vision 2020 Plan, it is time that Yachats begin to develop Implementation Plans to help us move our projects forward.

Right now, the City has a few strategic elements in place – a City Manager, an ODOT Grant, and a design that fits into the overall elements of previous plans. The “Driftwood Project” can be considered the central point of a larger system of walking, biking, and transit that connects the downtown core. The goal is to create a space that is not only flexible in its use but is a starting point for the larger development of the City Campus which should incorporate the Commons Building, 501 Building, Community Park, and all properties the City already owns that are situated between 4th and 7th streets and Highway 101 and Ocean View Drive.

Time is of the essence. An implementation plan is needed now in order to use funding that is available to the City. Maintenance of the city water system caused the need for a repaving of the “Driftwood Project”. That work needs to be protected.

At the moment the area in question is a large, flat two-way roadway expanse and an area of undeveloped parking marred by potholes, loose gravel and rocks. Paving the center roadway and around the existing skate park, adding permeable pavers along the grass field, and incorporating a wooden boardwalk above the grass where people are already parking would protect the water pipes, allow for people with disabilities to easily access the park, the Pavilion, the Farmers Market and beyond. As the previously approved, the Parks and Commons Plan shows trees can be planted between the parking and the boardwalk, which matches the aesthetics of the Ocean View Trail Plan, creating a shaded and accessible green space while fulfilling the ODOT requirement of an ADA accessible pathway/sidewalk.

To protect the skate park and develop the area in a financially feasible manner while enhancing the ability for people of all ages to use the area, removeable bollards, planters and benches can be installed. By using structures that can easily be moved and removed the area can be further developed as time and use dictates. We might be better off to pave and permanently develop as little as possible right now and get the infrastructure protected creating the groundwork that

will enable the space to be used for as wide a use as possible. Attached is a photo showing what can be done simply with paint and planters.



June 22, 2007



July 9, 2007

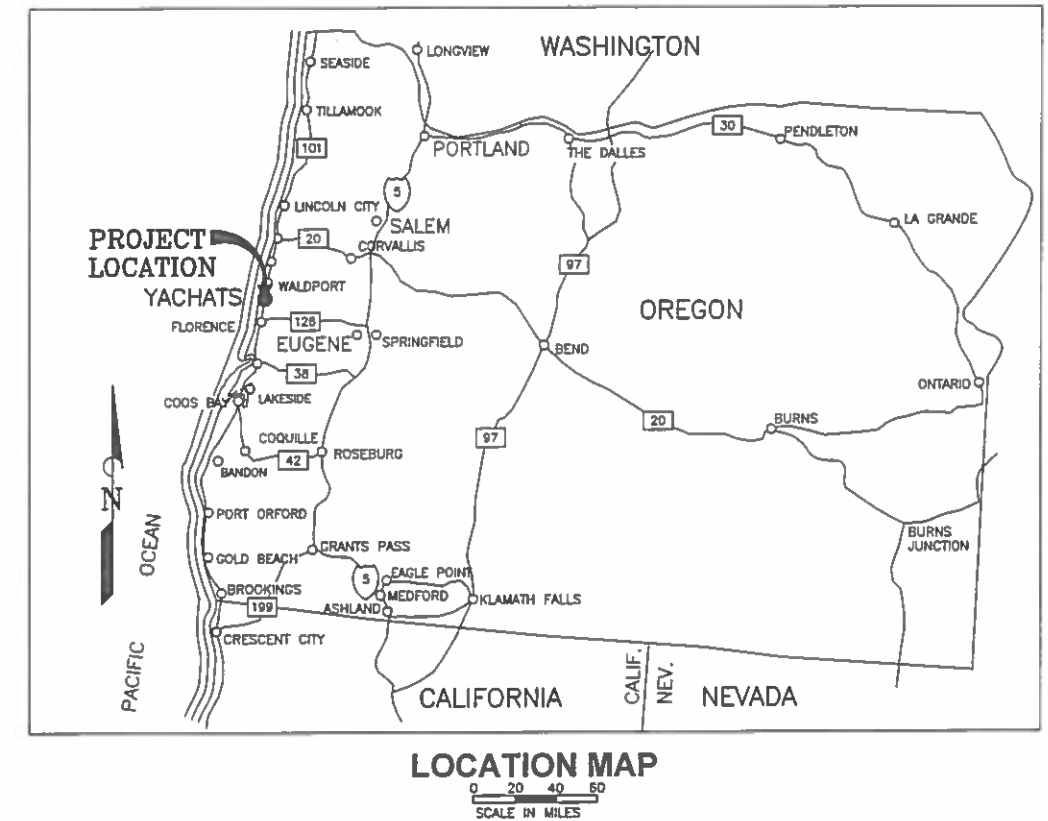
OCEAN VIEW TRAIL PRELIMINARY REVIEW SET

CITY OF YACHATS LINCOLN COUNTY, OREGON

PROJECT NO. 141.14
OCT., 2011

ENGINEER:

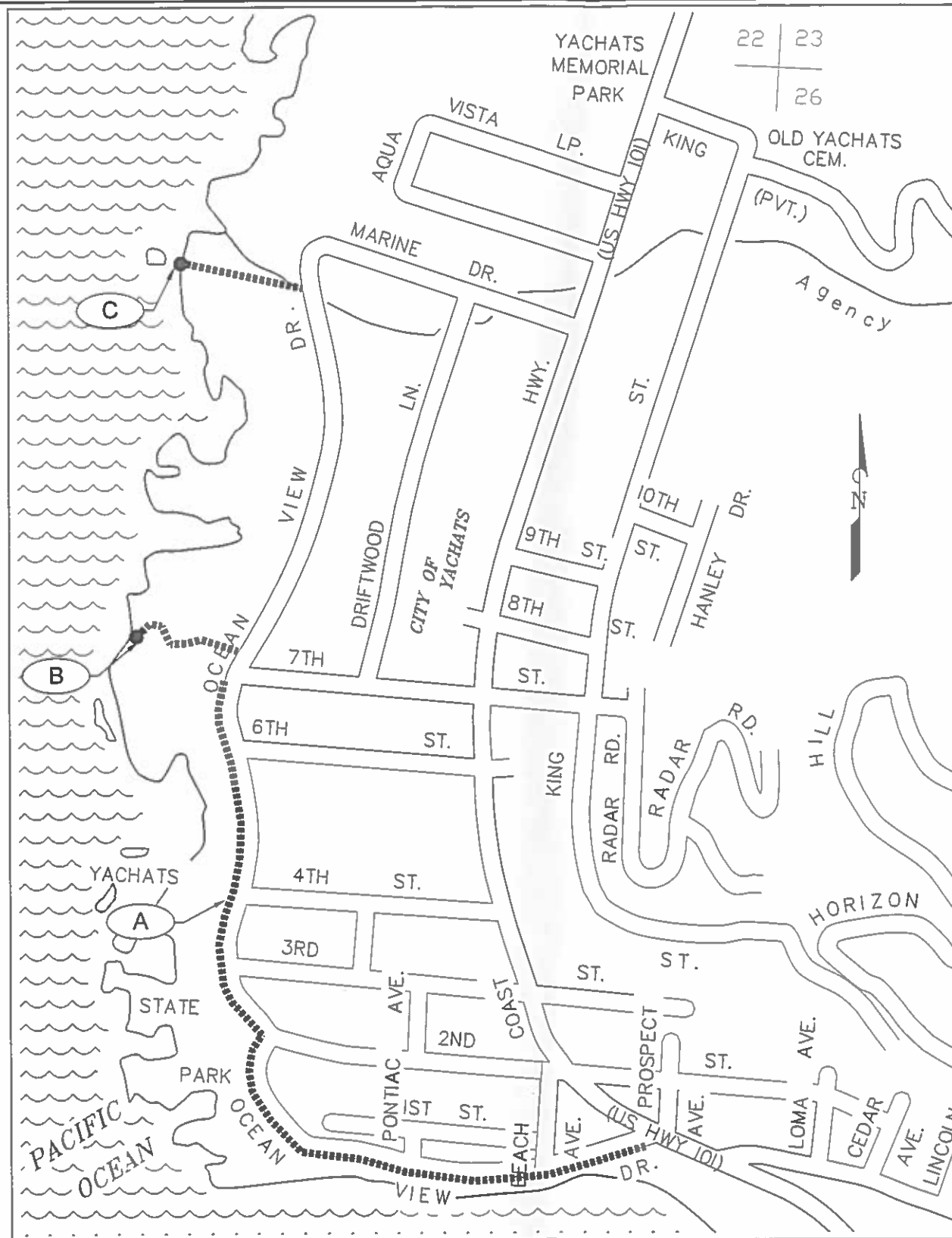
THE DYER PARTNERSHIP
ENGINEERS AND PLANNERS, INC.
COOS BAY, OREGON



\\Dyer\projects\01Active\14114\dwg\GENERAL.dwg 10/4/2011 10:50:05 AM PDT

PROJECT IMPROVEMENTS

- A** OCEAN VIEW TRAIL
- B** 7TH STREET BEACH ACCESS
- C** MAIN PUMP STATION BEACH ACCESS



VICINITY MAP
SCALE: 1" = 500'

LEGEND

— SS —	GRAVITY SEWERLINE
--- 2" CMP ---	STORM DRAIN/ CULVERT
— 10" AC —	WATERLINE
	WATER VALVE
	FIRE HYDRANT
	POWER POLE
	POWER POLE W/GUY WIRE
	UNDERGROUND TELEPHONE LINE
	ELECTRICAL PEDESTAL
	TELEPHONE PEDESTAL
— E —	UNDERGROUND ELECTRIC
— TV —	UNDERGROUND TELEVISION
	MAILBOX
	WATER METER
	STOP BAR
	BUILDING
	EDGE A.C. PAVEMENT
	EDGE OF GRAVEL
	STREET SIGN
	FENCE
	SURVEY CONTROL POINT
	PROPERTY CORNER
	PROPERTY LINE/ROW
	SIDEWALK, CURB & GUTTER
	CATCH BASIN
	STORM DRAIN MANHOLE = DR
	SANITARY SEWER MANHOLE = SS
	SANITARY SEWER CLEANOUT
	STREAM/DITCH
	BUSH/BRUSH
	TREE-DECIDUOUS
	TREE-EVERGREEN
	STUMP

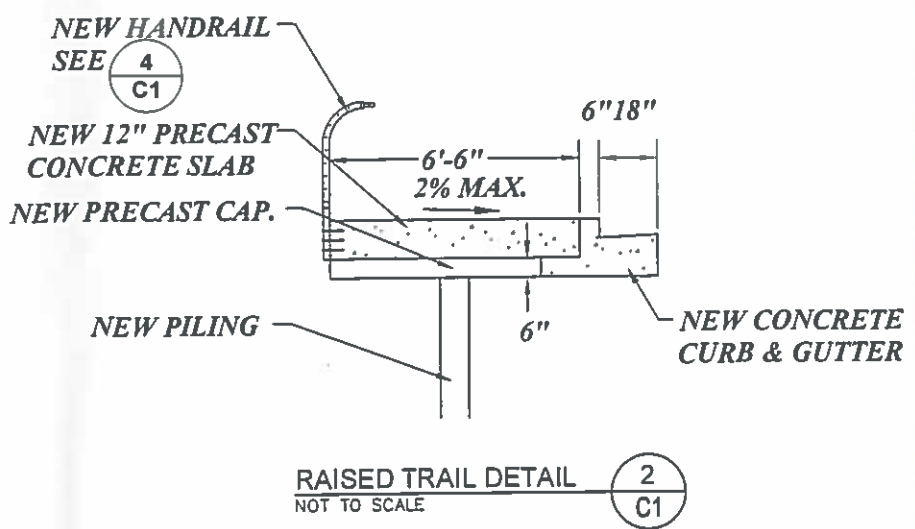
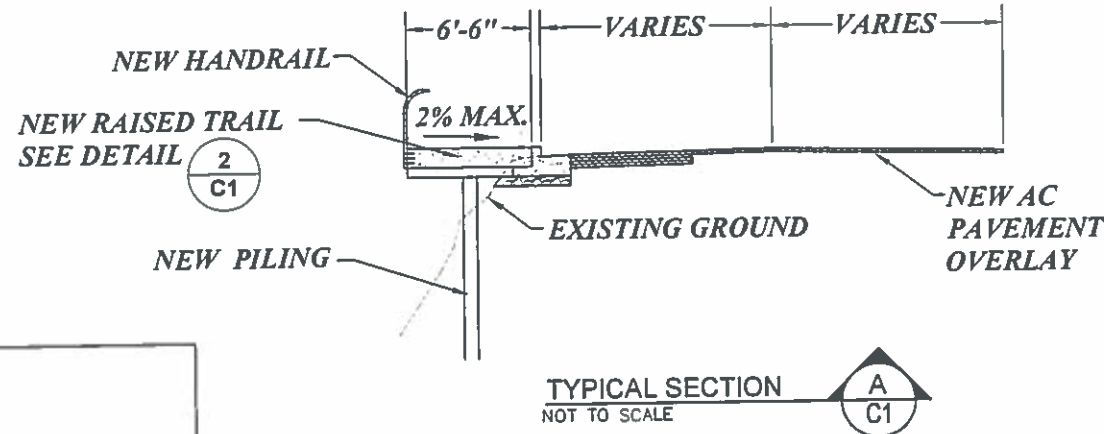
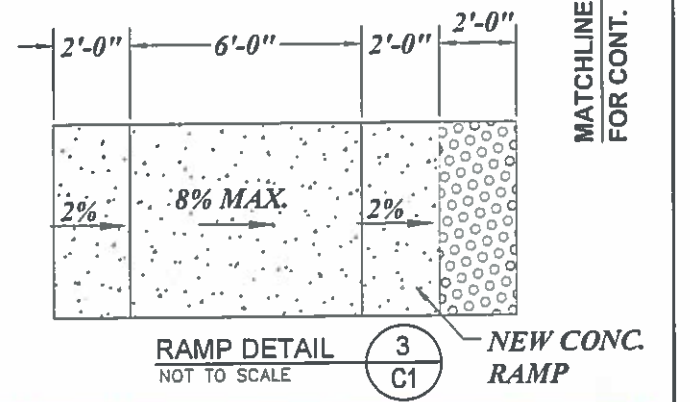
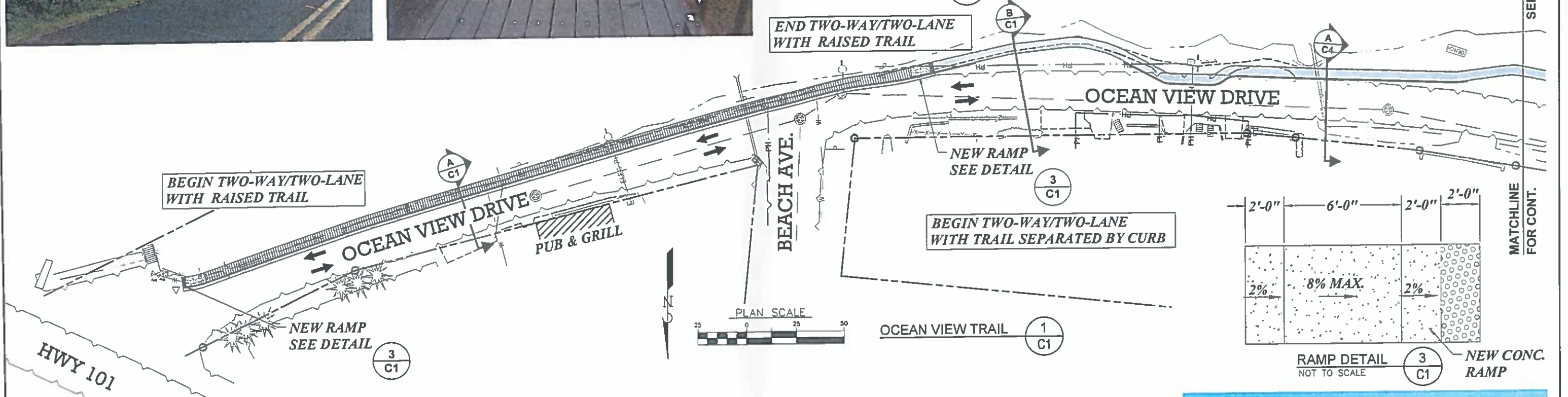
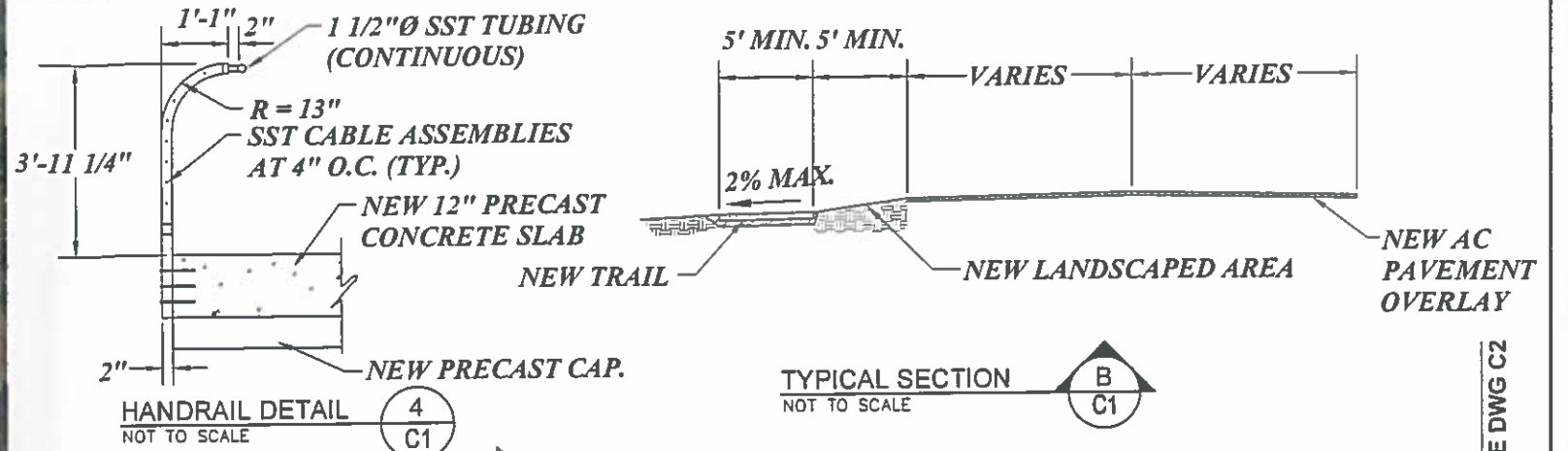
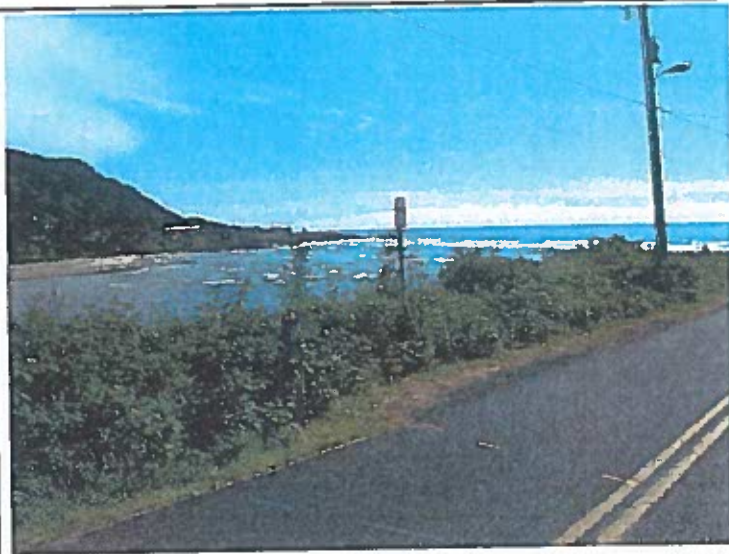
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COOS BAY, OREGON 97420
TELEPHONE: (541) 269-0732
www.dyerpart.com

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OCEAN VIEW TRAIL PRELIMINARY REVIEW CITY OF YACHATS		PROJECT NO. 141.14	DRAWING NO. G1
VICINITY MAP, GENERAL NOTES, & LEGEND		DATE OCT., 2011	SHEET NO. 1 OF 7

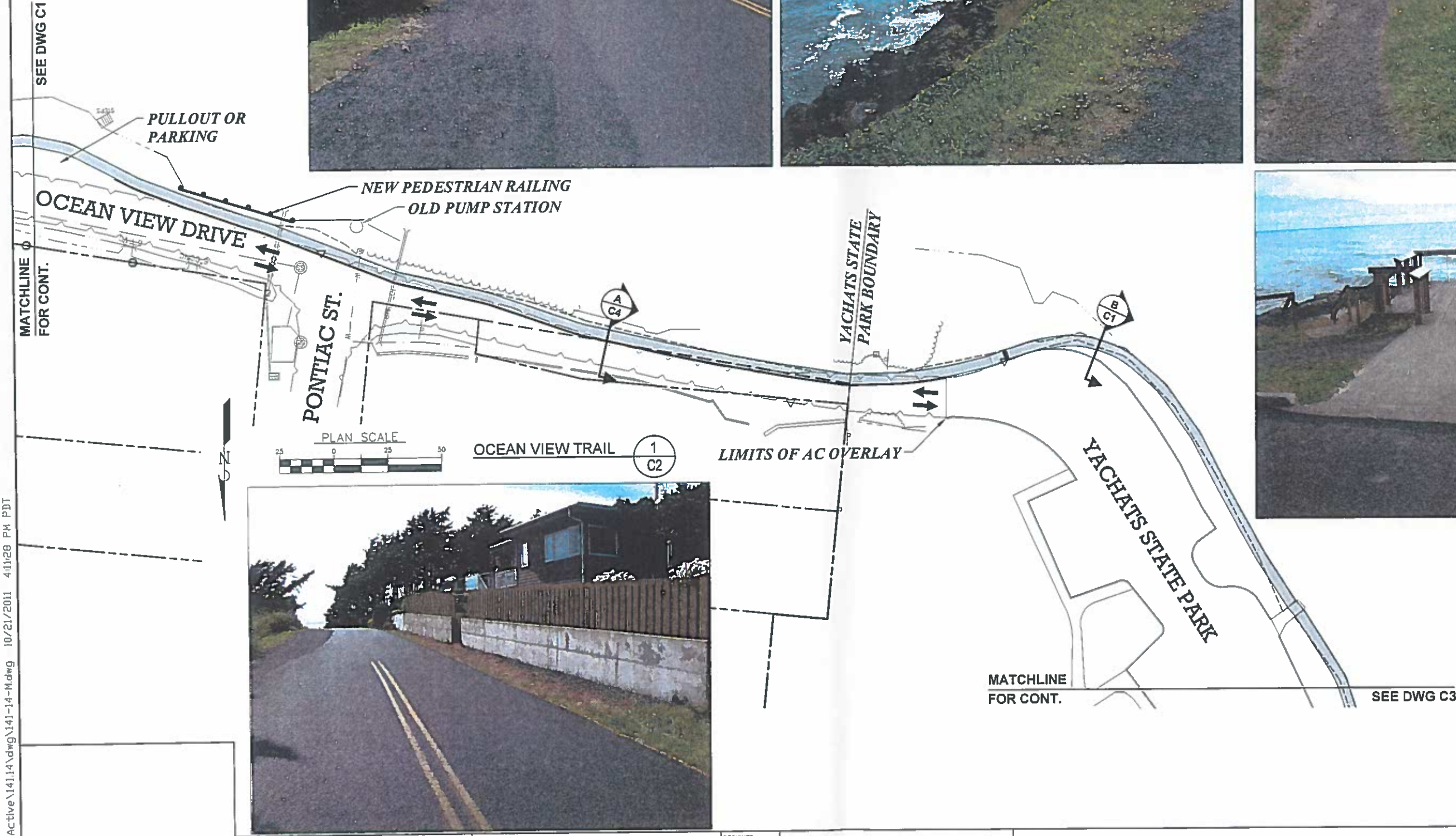
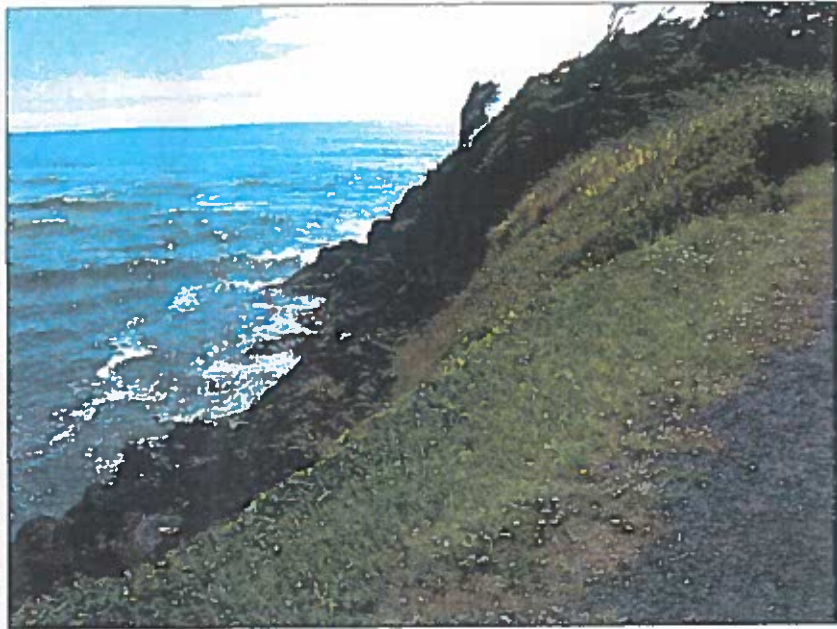


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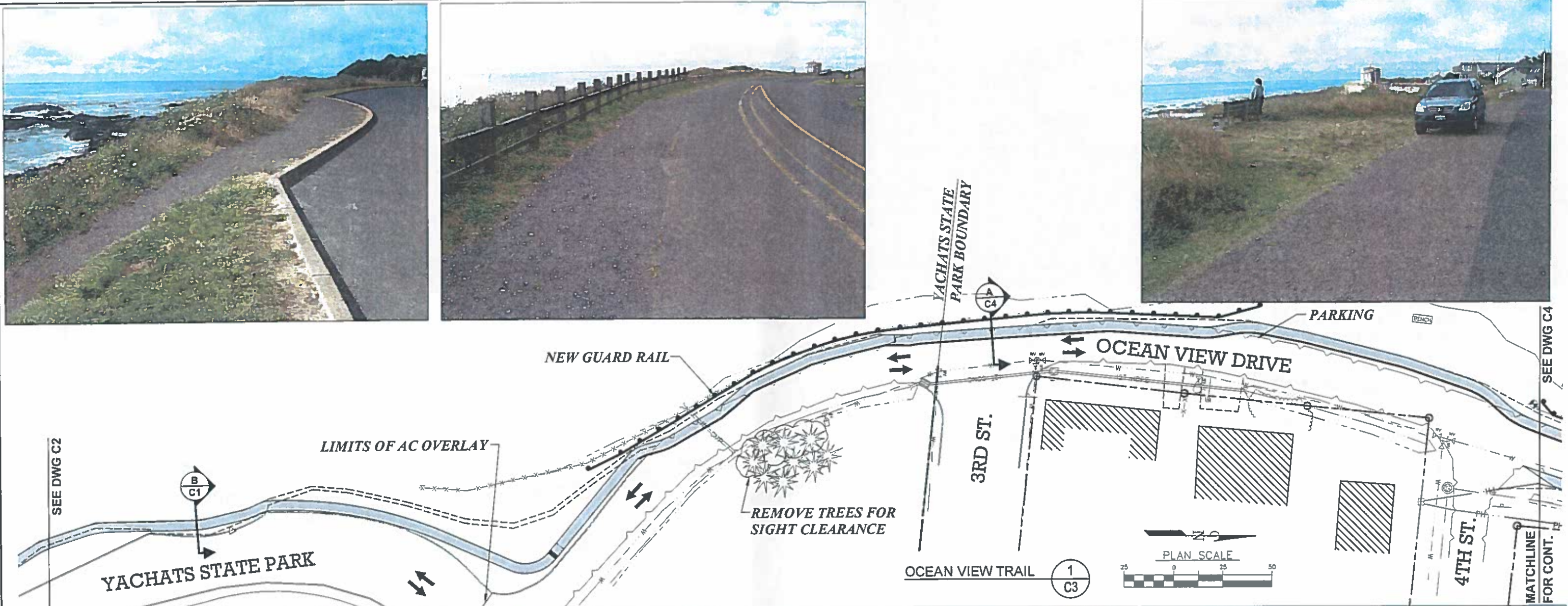
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OCEAN VIEW TRAIL PRELIMINARY REVIEW SET
CITY OF YACHATS

OCEAN VIEW TRAIL
TWO-WAY/TWO-LANE TRAFFIC

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OCEAN VIEW TRAIL TWO-WAY/TWO-LANE TRAFFIC		DATE OCT., 2011	SHEET NO. 4 OF 7



CONCRETE STAIRS



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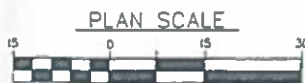
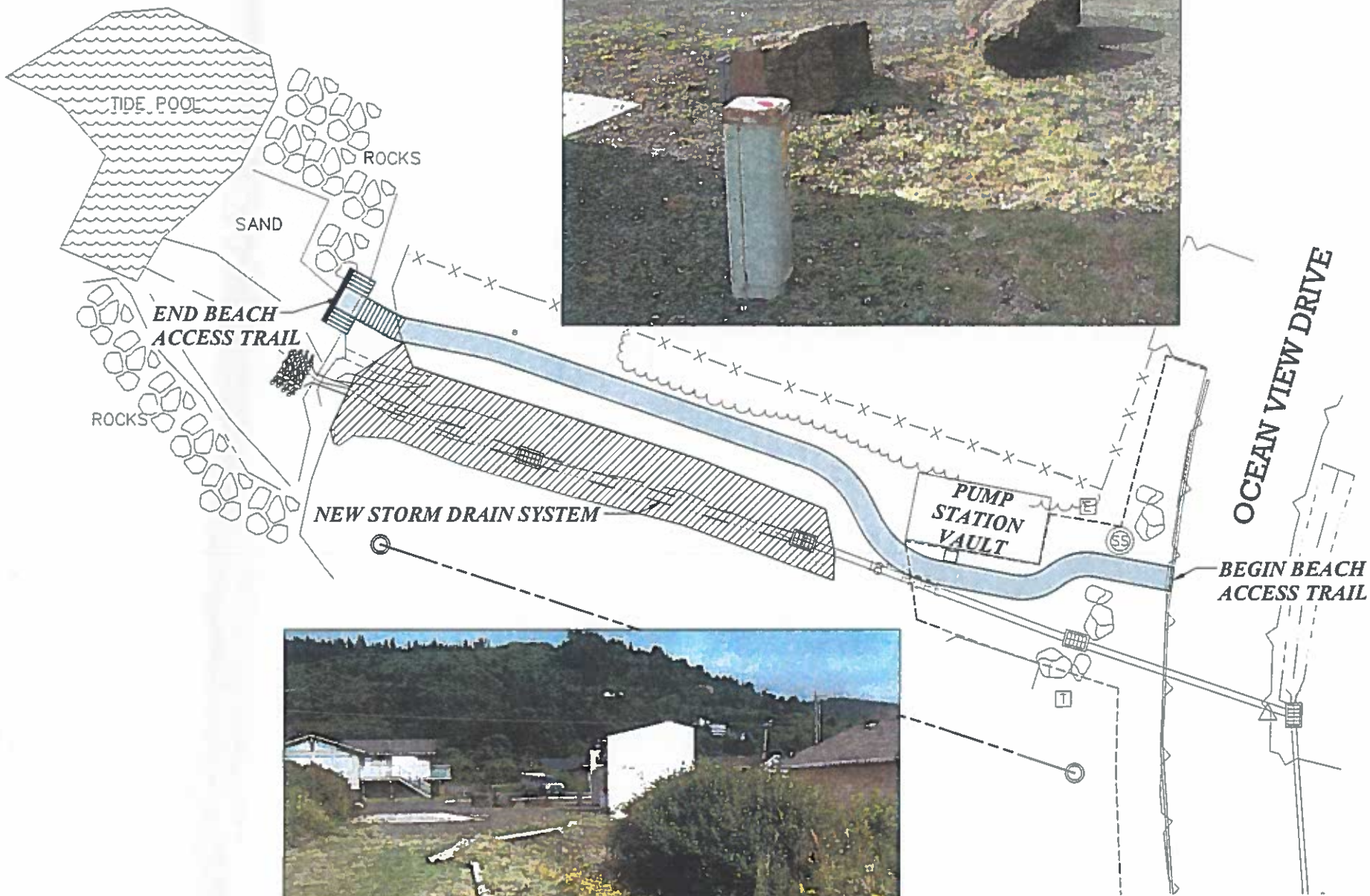
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OCEAN VIEW TRAIL PRELIMINARY REVIEW SET
CITY OF YACHTS

7TH STREET BEACH ACCESS

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MAIN PUMP STATION BEACH ACCESS

1
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APPROVED: _____



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CITY OF YACHATS

MAIN PUMP STATION BEACH ACCESS

PROJECT NO.
141.14

DATE
OCT., 2011

DRAWING NO.
C6

SHEET NO.
7 OF 7

CITY OF YACHATS

OCEAN VIEW TRAIL – PRELIMINARY DESIGN REPORT

NOVEMBER 2011



**The Dyer Partnership
Engineers & Planners, Inc.**

1330 Teakwood Avenue
Coos Bay, Oregon 97420
(541) 269-0732 ■ Fax (541) 269-2044
www.dyerpart.com Project No. 141.14

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2. Development of Alternates	1
3. Design Considerations	1-3
4. Recommended Improvements	4-6
5. Costs / Prioritization	6

FIGURES

Figure 1 Ocean View Trail – Overall Layout

TABLES

Engineers Cost Estimate



A. Introduction

This letter report provides a summarization of the preliminary design study for improving the existing Ocean View Trail that begins at Highway 101, continues thru the Yachats State Park and ties into the existing trail at W. 7th Street. In addition, two beach accesses (one located at 7th Street and a second one located adjacent to the City’s Main Wastewater Pump Station near Marine Drive) need to be improved to enhance pedestrian access at each location. The overall project is being developed thru an agreement between the City of Yachats and Lincoln County and the overall improvements required are to be based on that agreement. Oversight and direction were provided by members of the 804 Trail Committee during the preliminary design process. We would like to thank the following members of the 804 Trail Committee:

Ron Brean, Mayor City of Yachats	Dennis Comfort – Yachats State Park
John McClintock, PW Dir. City of Yachats	Lauralee Svensgaard
Joanne Kittel	Sandy Dunn
Donald Niskanen	Dave Rieseck
Larry Lewis, City Planner	John Bowie

Figure No. 1 shows the overall limits of the trail improvements and the two beach accesses. The study also included a preliminary route survey to determine existing rights-of-ways, roads, utilities and site constraints such as bluffs, drainages and other significant features that would affect the overall design.

B. Development of Alternates

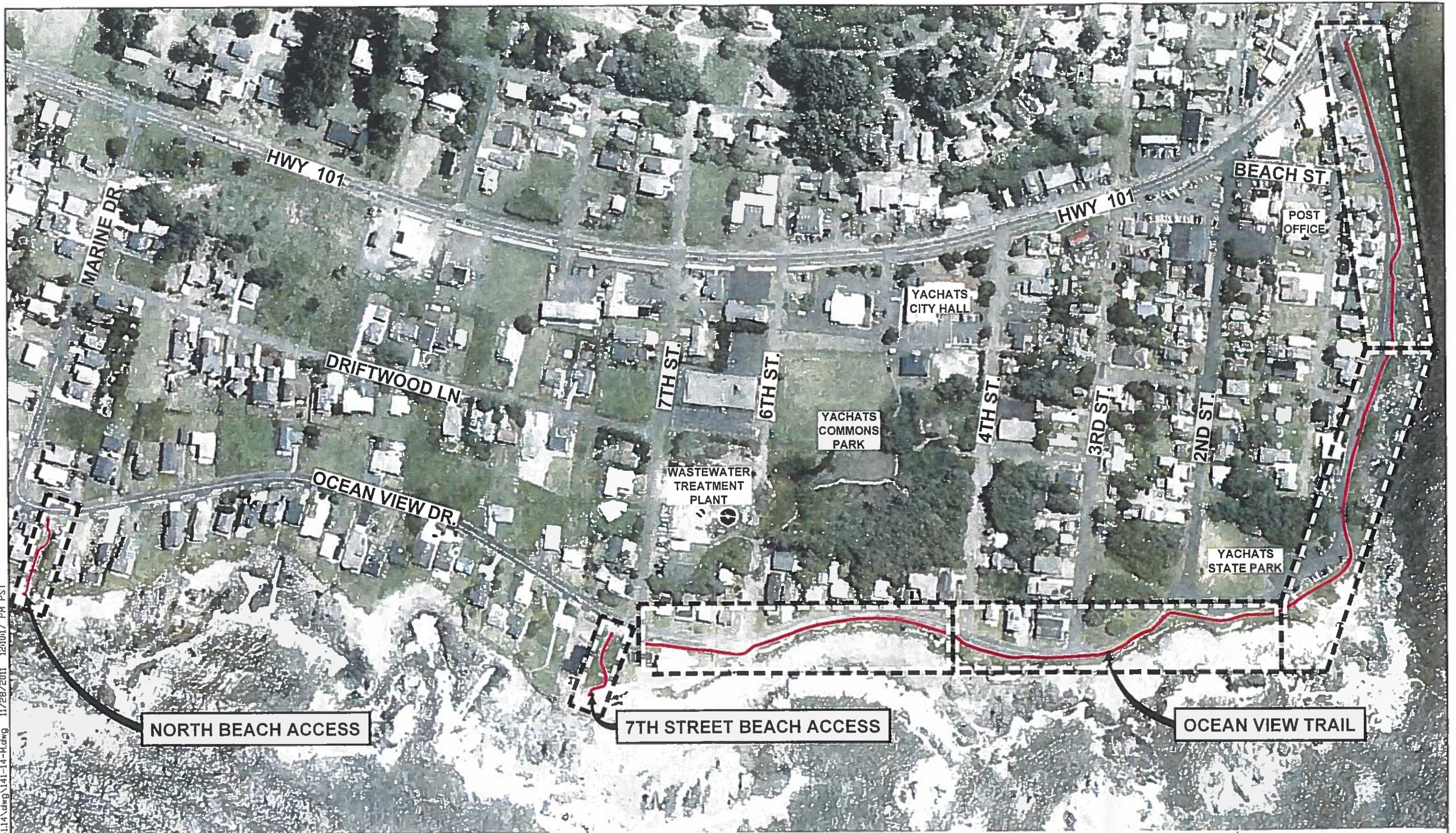
As part of the preliminary design study, development of alternative methods of improving the trail and beach accesses were evaluated. Since the trail is adjacent to and at times shares the existing roadway, options were reviewed with the Trail Committee to determine the most viable method for addressing this issue in conjunction with right-of-way restrictions, erosion potential along the top of the existing bluff and existing topography restraints. Preliminary plans were developed for three alternatives which included:

- Converting Ocean View Drive into a one-way couplet with a separation barrier.
- Converting Ocean View Drive into a one-way couplet with elevated walkway at the south end.
- Maintaining Ocean View Drive as a two-way road and providing pullouts are various locations where there was insufficient area to provide two travel lanes.

C. Design Considerations

In conjunction with each of the three alternates, there are a number of design parameters that need to be considered in the overall design. Each of these specific items was reviewed with the Trail Committee during design review meetings to help refine the overall project. The following provides a brief summarization of the items discussed and resolution of each option that was determined during meetings with the trail committee:

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Scale: 1" = 200'

INDEX MAP

CITY OF YACHATS

OCEAN VIEW TRAIL - OVERALL LAYOUT

THE DYER PARTNERSHIP
ENGINEERS & PLANNERS

DATE: NOV, 2011

PROJECT NO.: 141.14

FIGURE NO.

1

Trail Surfacing Material. Several types of surfacing materials are available. Options for the at-grade trail include compacted granular fill; ac pavement; concrete and pavers. *Preferred options are either compacted granular fill or ac pavement.* Options for the elevated trail include concrete, wood and simulated wood. *Preferred option is simulated wood.*

Separation between Trail and Roadway. Since the trail will be adjacent to the existing roadway, a separation barrier will be needed to protect the pedestrians using the trail from vehicular traffic. Options for the barrier include placement of a concrete curb; guardrail or concrete barrier. *Preferred option is concrete curb.*

Cultural Issues. The project location will be affected by existing cultural areas and the need to protect these areas from the construction impacts of the proposed trail and roadway improvements. Final design will need to include an archaeological investigation and report that further outlines sensitive areas and what methods may be acceptable to complete the intended improvements.

Elevated Walkway Options. Two options were considered for the elevated walkway at the south portion of the project between Beach Avenue and Highway 101. The first option proposed using hilfiker type retaining walls. The second option utilized a piling support system with structural beams and walkway. *Due to potential impacts of the hilfiker wall to existing slopes, vegetation and cultural areas, the piling system is more feasible. The finished walkway would utilize a simulated wood surface so that it would be consistent with the existing overview located in the Yachats State Park.*

Parking. Due to existing topographical constraints along the project area, very limited parking exists except for the primary parking area that exists in the Yachats State Park. The design provided locations for some limited parking areas along the overall trail area for consideration by the Trail Committee. *The trail committee preferred to consolidate the parking at the Yachats State Park area since this has established parking areas. By doing so, this helps minimize the overall width needed in areas where space is already being constrained by existing bluffs and rights-of-ways.*

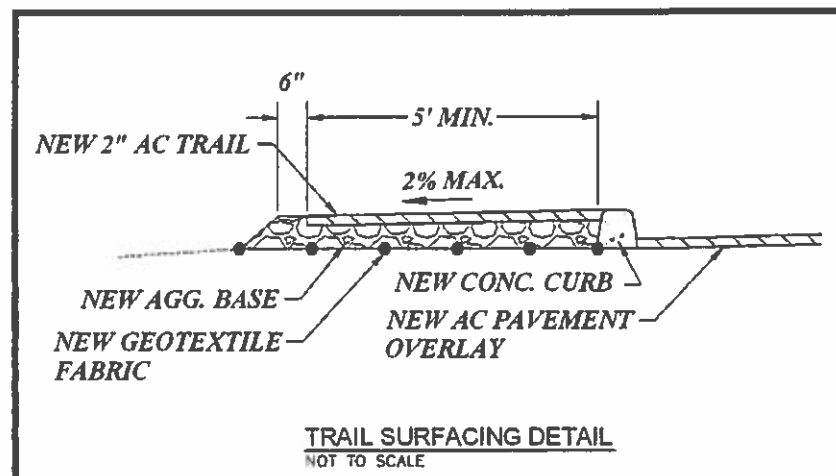
Drainage. With the construction of a curb barrier to enhance pedestrian safety along the trail, this will require drainage improvements to address lower lying areas that need to be accommodated to prevent localized ponding behind the new curbs. Design of the overall drainage improvements needs to minimize impacts to cultural areas as well as minimizing erosion potential along the bluff.

Beach Accesses. Construction of a sloped path down to the beach front or construction of a concrete stairway are options to consider at the two beach access locations. Topography constraints will likely dictate which option is more feasible. *The use of concrete stairs at both beach accesses is the preferred method since this lessens the impact on the existing bluffs versus a paved path which would need to be switch backed. The paved trail to the end of the stairs will provide suitable access to the top of each bluff.*

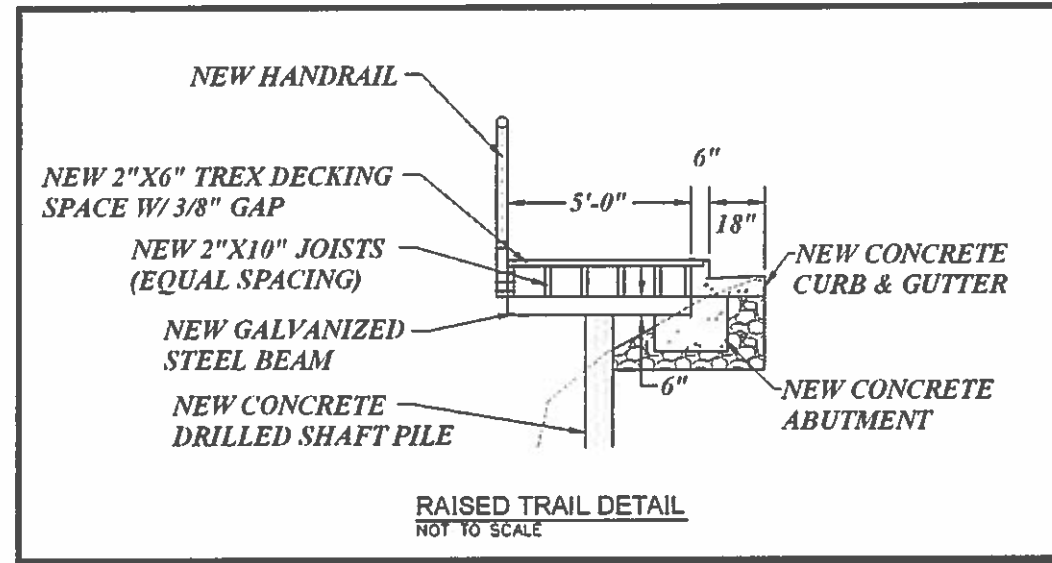
D. Recommended Improvements

Based on the design review meetings with the Trail Committee, the three different alternates were refined to one overall improvement project for review at a public meeting which was held on November 15, 2011. The selected project includes the following features:

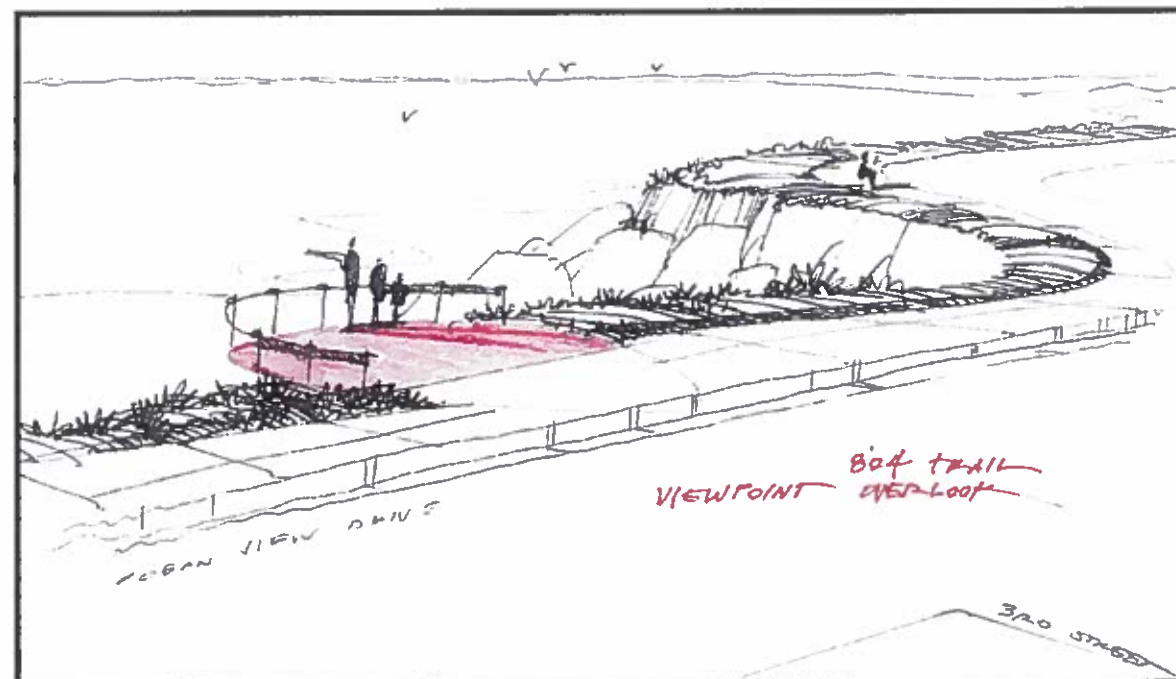
- ▶ Maintaining Ocean View Drive as a two-way road and providing pullouts at various locations where there is insufficient area to provide two travel lanes. This will include widening Ocean View Drive on the east side between 4th Street and 6th Street to allow sufficient room for placing the trail adjacent to the roadway.
- ▶ Safety Railing Systems. Hand railing along the trail would be required at various locations to enhance pedestrian safety from adjacent bluffs. While the project will try to minimize these railing systems to maintain the overall viewing of the ocean front area, these are still a necessity of this project. The recommended railing system will consist of stainless steel rails and cables that would be consistent with the proposed replacement railing that the State Parks will use located within the overall project area. One item to note is that while the curb is acting somewhat as a barrier between the travel lane and trail, this does not provide the same type of vehicular protection as a guardrail would provide in preventing vehicular traffic from going over the ocean bluff. The final design will need to take into consideration the average daily traffic counts that use this portion of Ocean View Drive. Traffic calming features such as raised crossings; neckdowns in the travel way and speed control may also be needed to address this safety concern. There may be some limited areas of guard rail that will still be required and this determination will be made during final design.
- ▶ The at-grade trail construction will utilize a separation curb, aggregate base and ac pavement surface. This item was one of the main focal points during the review meetings. The final surfacing choices were narrowed to two (2) types during the design review meetings which included: compacted granular base or aggregate base / ac pavement. Final determination of the surfacing material was made during the public meeting where broad support for the ac pavement surface was reached. This was primarily due to this type of surface being less prone to erosion and also providing a more uniform surface for wheelchairs and strollers.



- Utilize elevated walkway with piling construction, simulated wood decking. The detail below shows the main structural components that would be required.



- Construction of View Points at three locations. The proposed project includes three additional view points that enhance the trail setting and provide sufficient space for viewing outside of the trail. The first view point is to be placed on the elevated walkway across from Beach Avenue. This will require the structural section to be enhanced to accommodate the longer overhang. The second view point would be located at 3rd Street and would be an at-grade type construction which would utilize similar construction as the trail. The third view point would be located at 5th Street and will likely entail an elevated platform with piling supports due to the locale of the ocean bluff in relation to the trail. The following schematic provides an overview of what the setting would appear like.



- ▶ With the construction of the new curbed trail, the existing paved roadway will be impacted. In addition, some segments of the existing road exhibit signs of deterioration. To help counter these issues, a new ac pavement overlay will be completed after the new trail improvements and road widening have been completed. This will include new centerline striping.
- ▶ Both beach accesses will include improvements to the existing trails with similar surfacing as the overall Ocean View trail project. Concrete stairways will be constructed at both locations with a tee-head type shape being utilized to help counter the nearby wave action that can impact the stairs. Structural h-piles are anticipated to provide adequate bracing for each of these stairways.
- ▶ The beach access located at the City’s Main Wastewater Pump Station also has an open ditch that is proposed to be piped and filled in to address the locale of this ditch with respect to the trail. Review of the City’s Stormwater Master Plan Addendum dated October 2008 recommends a 36-inch diameter pipe for this drainage system. The attached costs reflect utilizing this size of a pipe and also include a tide gate at the outlet end with a protective outlet structure.

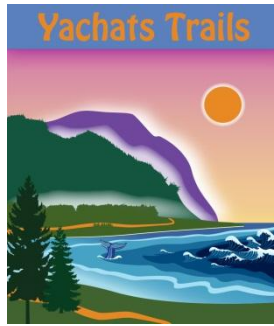
E. Costs / Prioritization

The overall project is comprised of several key components and is outlined on the following sheet. Depending on available funding, this may require the City to prioritize specific components to stay within the available funding. Due to the uncertain bidding climate that currently exists, **Alternate Projects** could be included in the final bidding package. By doing so, this would allow the City to take advantage of the favorable bidding climate that currently exists as well as having a design-ready package if additional funding becomes available. Preliminary design drawings follow this section. The following provides the estimated cost for each main component as well as the total overall cost.

• Paved Trail	Total Estimated Cost - \$1,296,600
• Street Overlay and Widening	Total Estimated Cost - \$339,200
• Paved Beach Access	<u>Total Estimated Cost - \$295,800</u>
TOTAL PROJECT COST	\$1,931,600

CITY OF YACHATS
OCEAN VIEW TRAIL Street Paving plus Paved Trail plus paved Beach Accesses
Engineers Cost Estimate
 Project No. 141.14

			Paved Trail			Street Paving			Paved Beach Access			
No.	Item	Unit	Quantity	Unit Price	Total Price	Quantity	Unit Price	Total Price	Quantity	Unit Price	Total Price	Total Price
1	Construction Facilities and Temp. Controls	LS	1	\$115,100	\$115,100	1	\$32,500	\$32,500	1	\$26,300	\$26,300	\$ 173,900
2	Demolition & Site Preparation	LS	1	\$21,500	\$21,500	1	\$21,500	\$21,500	1	\$10,000	\$10,000	\$ 53,000
3	Removal & Re-setting of Property Corners	LS	1	\$1,000	\$1,000	1	\$3,500	\$3,500	1	\$500	\$500	\$ 5,000
4	Foundation Stabilization	CY	0	\$40	\$0	100	\$40	\$4,000	50	\$40	\$2,000	\$ 6,000
5	Import Structural Fill	CY	0	\$0	\$0	0	\$0	\$0	500	\$25	\$12,500	\$ 12,500
6	Aggregate Base	Ton	400	\$50	\$20,000	300	\$40	\$12,000	50	\$50	\$2,500	\$ 34,500
8	Subgrade Geotextile Fabric	SY	1500	\$2	\$3,000	400	\$2	\$800	200	\$2	\$400	\$ 4,200
10	AC Pavement	Ton	200	\$160	\$32,000	1,000	\$120	\$120,000	30	\$160	\$4,800	\$ 156,800
15	Painted Striping	LF	0	\$0	\$0	4,700	\$3	\$14,100	0	\$0	\$0	\$ 14,100
16	Stop Bars / Crosswalks	LF	0	\$0	\$0	80	\$20	\$1,600	0	\$0	\$0	\$ 1,600
17	Structural Piles (for Beach Access Stairs)	EA	0	\$0	\$0	0	\$0	\$0	8	\$3,000	\$24,000	\$ 24,000
18	Drilled Shaft Piers	EA	23	\$12,500	\$287,500	0	\$0	\$0	0	\$0	\$0	\$ 287,500
19	Galvanized Steel Beam Pile Caps	EA	23	\$3,500	\$80,500	0	\$0	\$0	0	\$0	\$0	\$ 80,500
20	Wood Elevated Walkway (includes stringers/joints)	SF	2375	\$32	\$76,000	0	\$0	\$0	0	\$0	\$0	\$ 76,000
21	Pedestrian Railing	LF	1420	\$80	\$113,600	0	\$0	\$0	80	\$80	\$6,400	\$ 120,000
24	Concrete Stairs (Beach Access - 2 locations)	LS	0	\$0	\$0	0	\$0	\$0	1	\$60,000	\$60,000	\$ 60,000
25	Concrete Curb & Gutter (Structural)	LF	400	\$50	\$20,000	0	\$0	\$0	0	\$0	\$0	\$ 20,000
26	Concrete Curb - Separation	LF	1750	\$10	\$17,500	0	\$0	\$0	0	\$0	\$0	\$ 17,500
27	Concrete Curb - Edge	LF	900	\$15	\$13,500	0	\$0	\$0	120	\$15	\$1,800	\$ 15,300
28	Concrete Sidewalk ADA Ramp	SF	120	\$25	\$3,000	0	\$0	\$0	0	\$0	\$0	\$ 3,000
29	Catch Basin	EA	4	\$2,000	\$8,000	3	\$2,000	\$6,000	1	\$2,000	\$2,000	\$ 16,000
30	Storm Drain Manhole - 60"	EA	0	\$0	\$0	0	\$0	\$0	1	\$6,000	\$6,000	\$ 6,000
31	Area Drain	EA	6	\$1,500	\$9,000	0	\$0	\$0	0	\$0	\$0	\$ 9,000
32	4" Storm Drain	LF	500	\$20	\$10,000	0	\$0	\$0	0	\$0	\$0	\$ 10,000
33	12" Storm Drain	LF	200	\$0	\$0	200	\$50	\$10,000	0	\$0	\$0	\$ 10,000
34	36" Storm Drain	LF	0	\$50	\$0	0	\$0	\$0	110	\$100	\$11,000	\$ 11,000
35	Storm Drain Outlet Protection	LS	1	\$8,000	\$8,000	0	\$0	\$0	1	\$12,000	\$12,000	\$ 20,000
36	36" Tide Gate	LS	0	\$0	\$0	0	\$0	\$0	1	\$10,000	\$10,000	\$ 10,000
37	Signs	SF	100	\$30	\$3,000	80	\$30	\$2,400	30	\$30	\$900	\$ 6,300
37	Temporary Protection and Direction of Traffic	LS	1	\$20,000	\$20,000	1	\$16,000	\$16,000	0	\$0	\$0	\$ 36,000
38	Landscaping	LS	1	\$20,000	\$20,000	1	\$5,000	\$5,000	1	\$10,000	\$10,000	\$ 35,000
Totals			\$ 882,200			\$ 249,400			\$ 203,100			\$ 1,334,700
ENGINEERING			\$ 158,800			\$ 44,000			\$ 36,600			\$ 239,400
(Final Design, Bidding and Construction Period Services)			\$ 25,000			\$ -			\$ 5,000			\$ 30,000
GEOTECHNICAL ENGINEERING			\$ 75,000			\$ 9,000			\$ 16,000			\$ 100,000
ARCHAEOLOGY			\$ 25,000			\$ -			\$ 5,000			\$ 30,000
PERMITTING			\$ 104,100			\$ 29,300			\$ 24,000			\$ 157,400
CONTINGENCY			\$ 26,500			\$ 7,500			\$ 6,100			\$ 40,100
ADMINISTRATION												
TOTAL PROJECT COST			\$ 1,296,600			\$ 339,200			\$ 295,800			\$ 1,931,600



57 METER SECTION – BOARDWALK RECOMMENDATIONS By YACHATS TRAILS COMMITTEE AUGUST 11, 2020

DESCRIPTION:

Often referred to as the “Boardwalk” and/or “The 57 Meter Section”, the subject is that section of the Oregon Coast Trail along south side of Ocean View Drive, between the pavement’s edge and the Yachats River, a short distance west of Ocean View Drive’s intersection with Highway 101. There is no appreciable shoulder on the south side of the roadway, and the existing grades fall-off steeply to the River’s edge below. Ocean View Drive in that location is a narrow road, one lane in each direction, that experiences relatively heavy traffic as it serves as the entrance to Oregon State Parks’ “Yachats State Recreation Area” a short distance to the west, the Post Office, some businesses, and some residential areas. That section of the roadway is often utilized by parked trucks servicing nearby restaurants and businesses. The location offers great views of the Yachats River and beyond. See attached “Exhibit A – Aerial”.

PURPOSE:

In addition to providing a pedestrian way for walkers and hikers, that section provides a connection for the Oregon Coast Trail between the State Park to the west and Highway 101 to the east. The Oregon State Legislature has prioritized the completion of the Oregon Coast Trail.

CONCERNS:

The primary concern in that section is **safety**. Because there is no shoulder, pedestrians and hikers are forced to walk within the street. Often, there are groups of pedestrians, walking side-by-side, parents with strollers, people walking their dogs, and the elderly. The mixing of vehicles and pedestrians presents a very dangerous condition. A secondary concern is that, due to these conditions, the safety and continuity of the Oregon Coast Trail is broken in this location.

DESIRED CHARACTERISTICS:

General: Separation of pedestrians and vehicles is of primary concern. If possible with respect to drainage requirements, a curb or other barrier between the improvements and the road's edge would be imperative. More substantial barriers may be necessary, and would be at the discretion of the City. Such barrier would be needed to separate pedestrians from vehicles, and to prevent vehicles from driving onto the walkway / decking structure. Also at the discretion of the designer, it may be determined that the walkway / deck may be elevated slightly above the roadway, with appropriate means to protect it from vehicular traffic.

Surface: The surface of the walkway / decking should be non-slip, especially considering the rainy environment at the Coast. Options would include metal grating, composite decking boards, non-slip treated planking, or similar material. The structure's walking surface should be as level as possible, without cross-slope, and free from steps or other changes in level. Examples of these options are included in the following photos.



Beaver Creek, Oregon



Newport Docks, Oregon

Width and Layout: The walkway / decking should be not less than four and one-half (4.5) feet wide and preferably 5 ft., clear dimension, to allow pedestrians and parents with children or strollers to comfortably walk side-by-side. The length of the walkway / decking should be provided with surfaces and interim widened areas to act as easy pedestrian passing locations. If of an appropriate size, these widened areas could also serve as stopping places for users to overlook the Yachats River and the mountains beyond, perhaps with seating and interpretive signage.



Old Town Park, Florence, Oregon

Length: Starting at the east end, the beginning point of the walkway / decking should occur at the first level area of sufficient width to accommodate the east edge of the structure and its transition to the existing pavement surface. This may occur approximately twenty-four (24) feet east of the existing power pole that serviced the old Landmark. There may be some advantage, at the City's discretion, to place the beginning point even farther to the east. From that easternmost beginning point, a 57 meter (approximately 187 feet) walkway / deck would place the westernmost end of the structure at approximately four and one-half (4.5) feet west of the existing "No Parking" sign. There may be some advantage in design and construction for extending the westernmost end of the structure even farther west. All stated dimensions are approximate and should be verified by the designer.

Protective Railings: The southern edge of the walkway / decking should be provided with a safety railing conforming to all applicable codes, laws and ordinances. It would be preferable if the railings could be “open”, utilizing tensioned stainless steel cable or similar materials, to preserve views. Cables could be supported by either wood or weather-resistant metal posts. Alternatives could be appropriately spaced horizontal weather resistant metal strips or channels. Examples of these options are included in the following photos.



Old Town Park – Florence, Oregon



Newport Docks, Oregon

Obstacles: There are existing obstacles in the proposed walkway / decking location: a power pole, some traffic control signs, a communications pedestal, and related items that may need to be removed or relocated. Furthermore, further to the west there is an existing power pole serving the Underground Restaurant (with lines continuing to the aforementioned Landmark pole), that might be in the way of trail improvements and may need to be relocated.

Drainage:

Drainage would have to be controlled so as not to flow across the walkway / decking, and to prevent wash-out of the riverbank below the structure. There is surface flow across the street toward the south that will need to be dealt with. Care should be taken to prevent trail surface washout of the trails at each end of the walkway / deck.

It should also be noted that there is already an erosion problem that is threatening to undermine the integrity of the road sub surface and shoulder. The boardwalk – deck will need to be put in place attending to this existing problem, with a means to access that surface in future if repairs are needed,

Measure-Up Drawing: Attached is a measure up indicating approximate locations for the existing conditions. These dimensions are intended to be used for purposes of this narrative only, and must be confirmed by the designer. See attached “Exhibit B – Measure-Up”.

ANTICIPATED COST:

Discussion of funding methods will be addressed in other correspondence.

For purposes of preliminary cost estimates, not having preliminary designs to utilize, the Trails Committee can only relate what we have found to be costs for other similar projects in other communities. There are many influences on final cost of such walkway / decking; final configuration, structural requirements that are unknown at this time, design and engineering fees and costs, site determinants and conditions, etc.

DESIGN PROCESS:

Subject to the City's legal procurement requirements, it is expected that a designer would be hired to first provide preliminary designs and layouts, describe proposed materials, and provide preliminary cost estimates. It is hoped that the City would allow the Yachats Trails Committee to review the preliminary documents and provide input and suggestions. The preliminary designs would eventually be completed as formal construction documents outlining all construction requirements. Construction would then be procured in a manner as required by City procurement requirements and processes.

Page Seven
57 Meter – Boardwalk Recommendations
August 11, 2020

SUMMARY:

This document and the recommendations herein are intended to provide information to the City of Yachats, and to provide input to the designer. It should not be used in conjunction with soliciting services and fee quotations from designers or contractors, as it does not contain a complete or detailed scope of work. No efforts have been made to determine the applicability and effect of applicable governmental laws, codes, ordinances, rules, or regulations, to this project – which shall be the responsibility of the City's designer.

Respectfully Submitted,

Yachats Trails Committee leaders:

Joanne Kittel
Walter Orchard
Loren Dickinson
Bob Langley
Jan Brown

ATTACHMENT A

57 METER – BOARDWALK RECOMMENDATIONS

Aerial Photo from Google Earth, showing the 57 Meter – Boardwalk and general vicinity



ATTACHMENT B

57 METER – BOARDWALK RECOMMENDATIONS

Concept Plan, 57 Meter – Boardwalk and general vicinity



Material Presented At Previous Council Meetings



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.



DATE: August 5, 2020

TO: W. John Moore, Mayor
Yachats City Council

FROM: Shannon Beaucaire, City Manager

SUBJECT: Driftwood Paving Project

At the last meeting, there was a request to postpone a decision on the Driftwood Bids using Section 4: Agenda Packets for Council Meetings – “Any two Councilors may request that an item be postponed to the following meeting. Further postponement requires a majority vote of the Councilors present.”

Following the meeting, I requested legal clarification on application of this provision during a meeting. The clarification interpretation came back as this provision relates to the setting of the agenda prior to a meeting and does not apply during a meeting. Under this interpretation, this provision would be used to postpone an agenda item while the agenda is being drafted. But once the agenda is set and the meeting starts, the usual rules of parliamentary procedure would take over and tabling a discussion item would take a majority vote. It was noted as an awkward provision and would benefit from reconsideration by the Council.

Timeline:

June 2019 – Small City Grant applied for Driftwood, ODOT asked for more information. Sent pictures. Small city grants – 1 project per city per year with maximum allotment of \$100,000. The City has submitted for another street project for this 2021 process.

July 2019 – City followed up with ODOT on grant app progress. ODOT confirmed they were out, looked at the site, and grant would be reviewed to determine if it met the qualifications

October 2019 – Yachats Awarded \$100,000 for the Driftwood Project. Council notified of the award.

December 2019 – Agreement executed with project description. Includes process for project change procedures, ADA requirements, etc. Driftwood Concept proposal. Funds expire December 2, 2021.

March 2020 – Layout sent to Mayor, PW&S and P&C Chairs. C-19 hits

April 2020 – Layout with notes to PW&S, Planning, and P&C sent to Chairs. Virtual meeting suggested to move forward with project. Held May 27, 2020.

June 2020 - June 4, 2020 Council approved as presented. June 10, 2020 went out to bid. Bids came in week of July 15, 2020. July 15 - Council postponed to August 5, 2020.

Engineering Notes:

Notes from the Engineer July 16, 2020

- Bids are lump sum for 60 day construction period
- Wait to award on or around August 5, 2020, contractor won't get started until end of August. Construction September and October. October risk of wet weather which increases risk of change orders, delay, and not getting a good product. "Every dry day you wait, you are risking a wet day". Alternative, it could be just fine.
- By law, we cannot negotiate changes until the contract is awarded. Once awarded, the contractor does not have a big incentive to provide a \$1 for \$1 change. Typically get a \$0.75 for every \$1 negotiated. No incentive to give a competitive price after contract awarded.
- Small change – like dropping a sidewalk probably get 0.75 for every dollar. PCC Concrete curbs, sidewalks, ramps were bid as 1 lump sum in the bids.
- Major changes like changing the road width should just be rebid.
 - Major changes require time to redesign the project.
 - 3-4 weeks for bidding to occur and then time to begin work
- If to rebid – Should aim at rebidding in January or February of 2021 for work in summer 2021. Need to work with ODOT to change scope allowed in grant.

Notes from the Engineer July 17, 2020 – following P&C meeting I asked about removal of west sidewalk

Shannon,

The answer is no. The attached is from Oregon's contracting manual. Page 420 (6)(c) prohibits negotiation. This is for all bidders, including the low bidder.

For a practical perspective, I would add the following:

There is nearly \$30,000 price difference between the low bid and the 2nd bid.

Of that cost, roughly \$60,000 is associated with the concrete work. As a VERY rough approximation, the south side sidewalk might be about 25% of the concrete work, so you would be looking at something in the range of \$15,000 regardless of which contractor you talk to.

The total cost for the 3rd bidder is so high even if you could talk to him, there wouldn't be any way his price could become competitive.

With regard to the schedule, the concrete work is going to be done all at the same time. At best I could see removing the south sidewalk changing the total schedule by a day, maybe two, since all of the other concrete work still would get done.

Shannon and Rick,

This is just a quick follow up to make sure that ADA considerations are included in any discussions about eliminating the west side sidewalk.

The attached sketch shows a couple of possibilities.

I also thought about striping a crosswalk to the east sidewalk and adding another ramp over there.

There are a couple of concerns with that idea.

First, I don't really like the idea of crosswalks in the middle of a block unless you really need one there.

Second, I am not sure if that is OK by ADA rules.

With that said, if it is OK by ADA rules (and it might be), this is such a low traffic area that a mid block crosswalk might not be as problematic as it would in other locations.

The main point is that we need to have an ADA space somewhere, and we need to provide a path from that ADA space to some reasonable location in the existing infrastructure.

Community Input: Follows this memo

Council Question:

How does the Council wish to proceed?



2020 Small City Allotment Application

Deadline: July 31, 2019

City of: Yachats Date: 6/11/2019
Address: P.O. Box 345, Yachats OR 97498
Name: Rick McClung Phone: 541-547-3851 Email: Rick@Yachatsmail.org
SCA Funds Requested: \$ 100,000 Estimated Total Project Cost: \$ 125,000

Project Name: Driftwood Ln Improvements Project Length: 700 Ft

General Location(s)* (identify the street names and general extent of project locations): Driftwood
is located between W. 5th & W. 6th creating a loop to enter/exit
Hwy 101

Description of Need* (describe the existing capacity or safety issues): A skateboard Park, baseball Field,
Playground and an event center is located on Driftwood Ln. There are
no sidewalks for pedestrians (very unsafe) & Bad Road conditions for traffic flow

Description of Project* (describe the proposed project and how it will address the need specified above):
The project will create designated walkways, sidewalks and new asphalt
to create safety for pedestrians & smoother traffic flows

*Attach supplemental pages that can help depict Project Location, Current Conditions, and Project Description, include site maps and photos of the project area. Site Map can include Google Map with project area annotated.

Project Attributes (check all that apply)

- ☒ Roadway Overlay ☒ Sidewalk(s): if yes, then N/S/E/W (circle all that apply)
- ☐ Slurry Seal Estimated Daily Sidewalk Foot/Bike Traffic 50 more during events
- ☐ Chip Seal ☒ Curb Ramp: if yes, then N/S/E/W (circle all that apply)
- ☐ Bike Lane(s): if yes, then N/S/E/W (circle all that apply)
- ☒ Storm Sewer: if yes, Storm Sewer is: New / Repair (Circle one)
- ☐ Bridge Repair: if yes, Bridge Name is: _____
- ☐ Is funding to be used as match for an existing project?



2020 Small City Allotment Application

Deadline: July 31, 2019

Project Location (check all that apply):

- ☒ City Street
☐ County Road
☐ Abuts / crosses / runs parallel / touches a State Highway (circle all that apply)

Conditions:

Estimated Daily Traffic Volumes (select the location with the highest traffic volumes):

Motor Vehicle (cars, trucks and commercial vehicles) Traffic: Low / Medium / High (Circle One)

Low = Less than 500 vehicles Medium = 500-999 vehicles/day High = more than 1,000 vehicles/day

Gravel Road (If applicable to the project)

Gravel Road Condition		Fair	Poor	Severe
Scoring Key: SEVERE <i>(throughout the project area)</i> POOR <i>(some deterioration within the project area)</i> FAIR <i>(small segments within the project area)</i>	Potholes			
	Wash boarding			
	Rutting (vehicle weight causing ruts in lanes)			
	Missing Aggregate/Gravel			
	Dusting (aggregate decomposing to smaller particles)			
	Other (Describe): _____ _____ _____ _____			



2020 Small City Allotment Application

Deadline: July 31, 2019

Pavement (If applicable to the project)

Asphalt Road Condition		Fair	Poor	Severe
Scoring Key SEVERE (throughout the project area) POOR (some deterioration within the project area) FAIR (small segments within the project area)	Potholes			✓
	Cracking along the roadway (parallel)			✓
	Rutting where tires tracks are depressed			✓
	Cracking crossing (perpendicular) the roadway			✓
	Rough Pavement			✓
	Other (describe): _____ _____ _____ _____			

Sidewalks / Bike Lanes (If applicable to the project; check all that apply):

Multi/Modal Road Condition		Fair	Poor	Severe/Missing
Scoring Key SEVERE/MISSING (throughout the project area) POOR (some deterioration within the project area) FAIR (small segments within the project area)	Uneven sidewalk slabs			
	Sidewalk obstructed or missing sections			
	Curb ramps needed			Y / N
	Cracking sidewalks			
	Bike lane missing			Y / N
	Sidewalk or bike lanes to connect to school, downtown, shopping or transit			Y / N
	Other (describe): _____ _____ _____ _____			

Signature:

Printed Name

Authorized Signature

Email to: smallcityallotments@odot.state.or.us copy the ODOT Project Manager/Local Agency Liaison

Street in Yellow hi-lite



Looking South down the street







Oregon

Kate Brown, Governor

Department of Transportation
Transportation Development Division
555 13th Street NE, Suite 2
Salem, OR 97301
Phone: (503) 986-3420
Fax: (503) 986-4173

October 30, 2019

City of Yachats
500 W 7th
Yachats, OR 97498

Subject: 2020 Small City Allotments Program Awards Announcement

Project Name : DRIFTWOOD LANE - IMPROVEMENTS

In accordance with ORS 366.805 and the recommendation of the Advisory Committee, I am pleased to announce your project was one of 53 selected to be funded. ODOT received 102 eligible applications requesting a total of \$9,814,566 with funding limited to \$5,195,000 it was a very competitive selection process.

The SCA award amount for your project is \$100,000.00

Per the information provided in the application we have generated the following project description that will be inserted into the Agreement. Please review the description carefully to ensure that it reflects the intent of the application submitted. If the description does not meet the intent of the application or you find that you will be unable to perform the improvements specified you need to contact us immediately, in writing (email preferred), addressing any discrepancies. Please be advised that the Project Description is designed to cover the critical aspects of the proposed improvements rather than every detail required to facilitate that effort e.g., if you proposed an asphalt overlay we do not need to include every step of that process but would instead just point out the critical elements involved. Recognize that Project Awards were based upon the information provided in your application therefore only minor changes will be considered.

Project Description:

Project will construct walkways and overlay Driftwood Lane from West Fifth to West Sixth Street.

Your application *did not* indicate that your project will come into contact with a State Highway. If upon review you find that any portion of the project will touch a State Highway it is your responsibility to notify us immediately as additional obligations specific to ADA may be required; please refer to attachment.

In the next few weeks you will receive materials that are time sensitive and will require a prompt response. We have learned from previous experience that many small cities, eligible for these awards, have limited staff resulting in response delays or no response due to vacations, illness, staff turnover, etc. To ensure your responses are timely we ask that you complete the attached "Contact Information Form" to ensure that multiple people are receiving the materials we send and can respond in the event that the primary contact is not available. Please return the completed form no later than November 12, 2019 via email to SmallCityAllotments@odot.state.or.us . Note that though we recognize that cities may engage an outside entity to perform Project Management duties, for our purposes we request that all contact information provided is for City Staff members.

Included in the attachments please find the template for the Agreement that will be used for 2020 Small City Allotment Program awards. Take this opportunity to review the document and share it as necessary with those entities whose signature will be required. This will save time once it is presented to you for signatures.

Please be advised that only work that begins after the effective date of the executed Agreement will be eligible for reimbursement with SCA funds.

Your participation in the program is appreciated and we look forward to seeing your completed project. If you have questions regarding the SCA program, you may contact either myself at (503) 986-7202 or Deanna Edgar at (503) 986-3441.

Sincerely,

Alan Thompson
Small City Allotment Program Manager

Attachments: Contact Information Form
Letter to League of Oregon Cities w/ 2020 SCA Awards by City
ADA Compliance Information Sheet
Agreement Template

2020 Small City Allotment Awards by City

City	Award
Region 1	
Cascade Locks	100,000
Estacada	100,000
King City	100,000
North Plains	100,000
Total	400,000
Region 2	
Amity	100,000
Carlton	100,000
Detroit	100,000
Donald	100,000
Dundee	100,000
Falls City	100,000
Harrisburg	100,000
Hubbard	100,000
Idanha	100,000
Jefferson	100,000
Lowell	100,000
Millersburg	91,000
Monroe	100,000
Rainier	100,000
Rockaway Beach	100,000
Tillamook	100,000
Toledo	100,000
Vernonia	100,000
Wheeler	94,406
Willamina	100,000
Yachats	100,000
Total	2,085,406
Region 3	
Bandon	100,000
Coquille	100,000
Gold Beach	100,000
Gold Hill	69,400
Lakeside	100,000
Myrtle Creek	100,000
Port Orford	100,000
Rogue River	100,000
Shady Cove	78,647
Total	848,047
Region 4	
Condon	100,000

Culver	100,000
La Pine	100,000
Moro	100,000
Paisley	100,000
Wasco	100,000
Total	600,000
Region 5	
Echo	100,000
Elgin	92,128
Haines	100,000
Heppner	65,000
Hines	100,000
Huntington	100,000
Irrigon	100,000
Joseph	100,000
Nyssa	100,000
Pilot Rock	100,000
Seneca	100,000
Vale	100,000
Wallowa	100,000
Region 5 Total	1,257,128
2020 Program Total	5,190,581

GRANT AGREEMENT
OREGON DEPARTMENT OF TRANSPORTATION
2020 SMALL CITY ALLOTMENT (SCA) PROGRAM
Driftwood Lane Improvement Project
City of Yachats

This Grant Agreement ("Agreement") is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation ("ODOT"), and City of Yachats, acting by and through its Governing Body, ("Recipient"), both referred to individually or collectively as "Party" or "Parties."

1. **Effective Date.** This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law (the "Effective Date"). The availability of Grant Funds (as defined in Section 3) shall end two (2) years after the Effective Date (the "Availability Termination Date").
2. **Agreement Documents.** This Agreement consists of this document and the following documents:
 - a. Exhibit A: **Project Description**
 - b. Exhibit B: **Recipient Requirements**
 - c. Exhibit C: **Subagreement Insurance Requirements**
 - d. Exhibit D: **Documentation provided by Recipient prior to execution of the Agreement (i.e. application, Part 1 of the Project Prospectus, or similar)**

Exhibits A, B and C are attached to this Agreement. Exhibit D is incorporated by reference. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits; Exhibit A; Exhibit B; Exhibit C; Exhibit D.

3. **Project Cost; Grant Funds.** The total estimated Project cost is \$125,000. In accordance with the terms and conditions of this Agreement, ODOT shall provide Recipient grant funds in a total amount not to exceed \$100,000 (the "Grant Funds"). Recipient will be responsible for all Project costs not covered by the Grant Funds.
4. **Project.**
 - a. **Use of Grant Funds.** The Grant Funds shall be used solely for the Project described in Exhibit A (the "Project") and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless ODOT approves such changes by amendment pursuant to Section 4(c).

b. Eligible Costs. Recipient may seek reimbursement for its actual costs to develop the Project, consistent with the terms of this Agreement ("Eligible Costs").

i. Eligible Costs are actual costs of Recipient to the extent those costs are:

- (A) reasonable, necessary and directly used for the Project;
- (B) permitted by generally accepted accounting principles established by the Governmental Accounting Standards Board, as reasonably interpreted by the State, to be capitalized to an asset that is part of the Project; and
- (C) eligible or permitted uses of the Grant Funds under the Oregon Constitution, the statutes and laws of the state of Oregon, and this Agreement.

ii. Eligible Costs do NOT include:

- (A) operating and working capital or operating expenditures charged to the Project by Recipient;
- (B) loans or grants to be made to third parties;
- (C) any expenditures incurred before the Effective Date or after the Availability Termination Date; or
- (D) costs associated with the Project that substantially deviate from Exhibit A, Project Description, unless such changes are approved by ODOT by amendment of this Agreement;
- (E) right of way costs; or
- (F) costs to adjust, reconstruct or relocate utilities.

c. Project Change Procedures.

- i. If Recipient anticipates a change in scope or Availability Termination Date, Recipient shall submit a written request to their ODOT Contact. The request for change must be submitted before the change occurs.
- ii. Recipient shall not proceed with any changes to scope or Availability Termination Date before the execution of an amendment to this Agreement executed in response to ODOT's approval of a Recipient's request for change. A request for change may be rejected at the sole discretion of ODOT.

5. Reimbursement Process.

- a. ODOT shall reimburse Recipient for Eligible Costs up to the Grant Fund amount provided in Section 3. ODOT shall reimburse Eligible Costs within forty-five (45) days of ODOT's receipt and approval of a request for reimbursement from Recipient. Recipient must pay its contractors,

consultants and vendors before submitting a request for reimbursement to ODOT for reimbursement.

- b. On or after the Effective Date, and upon written request by Recipient, ODOT may advance to Recipient 50% of the Grant Funds to the Recipient.
- c. Each reimbursement request shall be submitted on letterhead to the ODOT Contact and include the Agreement number, the start and end date of the billing period, and itemize all expenses for which reimbursement is claimed. Upon request by ODOT, Recipient shall provide to ODOT proof of payment and backup documentation supporting Recipient's reimbursement requests.
- d. Recipient shall, no later than ninety (90) days after the completion of the Project or Availability Termination Date, whichever occurs earlier, submit a final reimbursement request for the remaining eligible costs of Project which, when added to any amount previously advanced by State, shall not exceed the actual total cost of the Project or the Grant Funds, whichever is less. Failure to submit the final request for reimbursement within ninety (90) days could result in non-payment.
- e. For any Project element described in Exhibit A, or required by law that is not constructed under this Agreement, ODOT may withhold payment until the work is completed or may reduce the final reimbursement request amount, at ODOT's discretion, in an amount commensurate with the work not performed.
- f. Upon ODOT's receipt of the final reimbursement request, ODOT will conduct a final on-site review of the Project. ODOT will withhold payment of the final reimbursement request until the ODOT Contact, or designee, has completed the final review and accepted the Project as complete.
- g. ODOT's obligation to disburse Grant Funds to Recipient is subject to the satisfaction, with respect to each disbursement, of each of the following conditions precedent:
 - i. ODOT has received funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - ii. Recipient is in compliance with the terms of this Agreement.
 - iii. Recipient's representations and warranties set forth in Section 6 are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
- h. Recovery of Grant Funds. Any Grant Funds disbursed to Recipient under this Agreement that are expended in violation of one or more of the provisions of this Agreement ("Misexpended Funds") must be returned to ODOT. Recipient shall return all Misexpended Funds to ODOT promptly after ODOT's written demand and no later than fifteen (15) days after ODOT's written demand.

6. Representations and Warranties of Recipient. Recipient represents and warrants to ODOT as follows:

- a. Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Recipient has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.
- b. Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. No Solicitation.** Recipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
- d. No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from any federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify ODOT immediately if it is debarred, suspended or otherwise excluded from any federally assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.
- e. Compliance with Oregon Taxes, Fees and Assessments.** Recipient is, to the best of the undersigned(s) knowledge, and for the useful life of the Project will remain, current on all applicable state and local taxes, fees and assessments.

7. Records Maintenance and Access; Audit.

- a. Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall ensure that each of its subrecipients and subcontractors

complies with these requirements. ODOT, the Secretary of State of the State of Oregon (the "Secretary") and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the Grant Funds, or the Project for the purpose of making audits and examinations. In addition, ODOT, the Secretary and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of ODOT and the Secretary to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.

- b. Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for a period of six (6) years after final payment. If there are unresolved audit questions at the end of the period described in this section, Recipient shall retain the records until the questions are resolved.
- c. Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by ODOT under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit ODOT to verify how the Grant Funds were expended.

This Section 7 shall survive any expiration or termination of this Agreement.

8. Recipient Subagreements and Procurements

- a. Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, "subagreements") for performance of the Project.
 - i.** All subagreements must be in writing, executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
 - ii.** Recipient shall require all of its contractors performing work under this Agreement to name ODOT as a third party beneficiary of Recipient's subagreement with the Contractor and to name ODOT as an additional or "dual" obligee on contractors' payment and performance bonds.
 - iii.** Recipient shall provide ODOT with a copy of any signed subagreement, as well as any other purchasing or contracting documentation, upon ODOT's request at any time. Recipient must report to ODOT any material breach of a term or condition of a subagreement within ten (10) days of Recipient discovering the breach.
- b. Subagreement indemnity; insurance.**

Recipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State of Oregon, the Oregon Transportation Commission and its members, the Department of Transportation, their officers, agents and employees from and against any and

all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Recipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that ODOT shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of ODOT, be indemnified by the other party to Recipient's subagreement(s) from and against any and all Claims.

- i. Any such indemnification shall also provide that neither Recipient's subrecipient(s), contractor(s) nor subcontractor(s), nor any attorney engaged by Recipient's subrecipient(s), contractor(s) nor subcontractor(s) shall defend any claim in the name of ODOT or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's subrecipient is prohibited from defending the State, or that Recipient's subrecipient is not adequately defending the State's interests, or that an important governmental principle is at issue or that it is in the best interests of the State to do so. The State reserves all rights to pursue claims it may have against Recipient's subrecipient if the State of Oregon elects to assume its own defense.
 - ii. If the Project or Project work is on or along a state highway, Recipient shall require its contractor(s) to meet the minimum insurance requirements provided in Exhibit C. Recipient may specify insurance requirements of its contractor(s) above the minimum insurance requirements specified in Exhibit C. Recipient shall verify its contractor(s) meet the insurance requirements in Exhibit C.
 - iii. Recipient shall determine insurance requirements, insurance types and amounts, as deemed appropriate based on the risk of the work outlined within the subagreement. Recipient shall specify insurance requirements and require its contractor(s) to meet the insurance requirements. Recipient shall obtain proof of the required insurance coverages, as applicable, from any contractor providing services related to the subagreement.
 - iv. Recipient shall require its contractor(s) to require and verify that all subcontractors carry insurance coverage that the contractor(s) deems appropriate based on the risks of the subcontracted work.
- c. **Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code and rules, ensuring that:
- i. all applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement; and
 - ii. all procurement transactions are conducted in a manner providing full and open competition.
- d. **Conflicts of Interest.** Recipient's public officials shall comply with Oregon's government ethics laws, ORS 244.010 *et seq.*, as those laws may be subsequently amended.

9. Termination

- a. **Mutual Termination.** This Agreement may be terminated by mutual written consent of the Parties.
- b. **Termination by ODOT.** ODOT may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by ODOT in such written notice, under any of the following circumstances:
 - i. If Recipient fails to perform the Project within the time specified in this Agreement, or any extension of such performance period;
 - ii. If Recipient takes any action pertaining to this Agreement without the approval of ODOT and which under the provisions of this Agreement would have required ODOT's approval;
 - iii. If Recipient fails to perform any of its other obligations under this Agreement, and that failure continues for a period of 10 calendar days after the date ODOT delivers Recipient written notice specifying such failure. ODOT may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action;
 - iv. If ODOT fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement;
 - v. If Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
 - vi. If the Project would not produce results commensurate with the further expenditure of funds.
- c. **Termination by Either Party.** Either Party may terminate this Grant Agreement upon at least ten (10) days' notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Grant Agreement.
- d. **Rights upon Termination; Remedies.** Any termination of this Grant Agreement shall not prejudice any rights or obligations accrued before termination. The remedies set forth in this Grant Agreement are cumulative and are in addition to any other rights or remedies available at law or in equity.

10. GENERAL PROVISIONS

- a. **Indemnity.** RECIPIENT SHALL INDEMNIFY AND DEFEND ODOT AND ITS OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER ARISING OUT OF, OR RELATING TO THE INTENTIONAL MISCONDUCT, OR RECKLESS OR NEGLIGENT ACTS OR

OMISSIONS OF RECIPIENT OR ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AGENTS UNDER THIS AGREEMENT.

ODOT shall reasonably cooperate in good faith, at Recipient's reasonable expense, in the defense of a covered claim. Recipient shall select counsel reasonably acceptable to the Oregon Attorney General to defend such claim and all costs of such counsel shall be borne by Recipient. Counsel must accept appointment as a Special Assistant Attorney General under ORS Chapter 180 before such counsel may act in the name of, or represent the interests of, ODOT, its officers, employees or agents. ODOT may elect to assume its own defense with an attorney of its own choice and its own expense at any time ODOT determines important governmental interests are at stake. ODOT agrees to promptly provide Recipient with notice of any claim that may result in an indemnification obligation hereunder. Subject to the limitations noted above, Recipient may defend such claim with counsel of its own choosing provided that no settlement or compromise of any such claim shall occur without the consent of ODOT, which consent shall not be unreasonably withheld, conditioned or delayed.

b. Contribution.

- i. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against ODOT or Recipient with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
- ii. With respect to a Third Party Claim for which ODOT is jointly liable with Recipient (or would be if joined in the Third Party Claim), ODOT shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of ODOT on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of ODOT on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. ODOT's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if ODOT had sole liability in the proceeding.
- iii. With respect to a Third Party Claim for which Recipient is jointly liable with ODOT (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of

expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by ODOT in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of ODOT on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of ODOT on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

- c. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- d. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- e. **Duplicate Payment.** Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- f. **No Third Party Beneficiaries.** ODOT and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.
- g. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, email or mailing the same, postage prepaid, to Recipient Contact or ODOT Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 10(g). Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against ODOT, such facsimile transmission must be confirmed by telephone notice to ODOT Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.
- h. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between ODOT (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this

Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

- i. Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, including without limitation as described in Exhibit B. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- j. Insurance; Workers' Compensation.** All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- k. Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of ODOT. Recipient has no right or authority to incur or create any obligation for or legally bind ODOT in any way. ODOT cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of ODOT, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- l. Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- m. Counterparts.** This Agreement may be executed in two or more counterparts, each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- n. Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either party to enforce any provision of this Agreement shall not constitute

ODOT/City of Yachats
Agreement No. 33924

a waiver by that party of that or any other provision. Recipient, by the signature below of its authorized representative, acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

SIGNATURE PAGE TO FOLLOW

ODOT/City of Yachats
Agreement No. 33924

THE PARTIES, by execution of this Agreement, acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

The Project was approved on October 18, 2018 by the Program Implementation and Analysis Manager.

City of Yachats, by and through its elected officials

By Rick McClung
(Legally designated representative)

Name Rick McClung
(printed)

Date 12/2/19

By Shannon Beauvais
Name (printed)

Date 12/2/19

LEGAL REVIEW APPROVAL
(If required in Recipient's process)

By _____
Recipient's Legal Counsel

Date _____

Recipient Contact:

Rick McClung, Water Plant/CIP Projects
441 Highway 101 N
Yachats, OR 97498
541-547-3565 x 123
rick@yachatsmail.org

STATE OF OREGON, by and through its Department of Transportation

By Amanda Pretz
Program Implementation and Analysis Unit Manager

Name Amanda Pretz
(printed)

Date 12/3/19

APPROVAL/RECOMMENDED

By Alan Hays
Small City Allotment Program Manager

Date 02 Dec 2019

By _____
State Traffic-Roadway Engineer

Date _____

ODOT Contact:

Shelly White Robinson
3700 SW Philomath Blvd
Corvallis, OR 97333
541-757-4199
Shelly.white-robinson@odot.state.or.us

EXHIBIT A

Project Description

Agreement No. 33924

Driftwood Lane Improvement Project

PROJECT DESCRIPTION

Project will construct walkways and overlay Driftwood Lane from West Fifth to West Sixth Street.

Recipient acknowledges that such Project improvements funded under this Agreement may trigger other Recipient responsibilities under the Americans with Disabilities Act. Recipient agrees that it is solely responsible for ensuring Americans with Disabilities Act compliance pursuant to Exhibit B, Recipient Requirements, Section V.

Driftwood Lane is part of the city street system under the jurisdiction and control of Recipient.

EXHIBIT B

Recipient Requirements

- I.** Recipient shall comply with all applicable provisions of ORS 279C.800 to 279C.870 pertaining to prevailing wage rates and including, without limitation, that workers on the Project shall be paid not less than rates in accordance with ORS 279C.838 and 279C.840 pertaining to wage rates and ORS 279C.836 pertaining to having a public works bond filed with the Construction Contractors' Board.
- II.** Recipient shall notify ODOT's Contact in writing when any contact information changes during the Agreement.
- III.** Recipient shall, at its own expense, maintain and operate the Project upon completion and throughout the useful life of the Project at a minimum level that is consistent with normal depreciation or service demand or both. The Parties agree that the useful life of the Project is defined as seven (7) years from its completion date (the "Project Useful Life"). For any portion of the Project that is not within ODOT's or Recipient's jurisdiction (the "County Portion"), Recipient shall enter into a maintenance agreement with the county having jurisdiction over the County Portion (the "Maintenance Agreement"). The Maintenance Agreement must designate the entity that will maintain the County Portion for the Project Useful Life. No Grant Funds will be disbursed until ODOT receives an executed copy of the Maintenance Agreement. This paragraph shall survive any expiration of this Agreement.
- IV.** Recipient shall maintain insurance policies with responsible insurers or self-insurance programs, insuring against liability and risk of direct physical loss, damage or destruction of the Project, at least to the extent that similar insurance is customarily carried by governmental units constructing, operating and maintaining similar facilities. If the Project or any portion is destroyed, insurance proceeds will be paid to ODOT, unless Recipient has informed ODOT in writing that the insurance proceeds will be used to rebuild the Project.
- V. Americans with Disabilities Act Compliance**
 - a. State Highway:** For portions of the Project located on or along the State Highway System or a State-owned facility ("state highway"):
 - i.** Prior to the commencement of work, Recipient shall obtain, or require its contractor to obtain, permission from the appropriate ODOT District Office to work on or along the state highway. This Agreement does not provide permission to work on or along the state highway.
 - ii.** Recipient shall utilize ODOT standards to assess and ensure Project compliance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, "ADA"), including ensuring that all sidewalks, curb ramps, pedestrian-activated signals meet current ODOT Highway Design Manual standards;

- iii. Recipient shall follow ODOT's processes for design, construction, or alteration of sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current ODOT Curb Ramp Inspection form;
 - iv. At Project completion, Recipient shall send a completed ODOT Curb Ramp Inspection Form 734-5020 to the address on the form and to State's Project Manager for each curb ramp constructed or altered as part of the Project. The completed form is the documentation required to show that each curb ramp meets ODOT standards and is ADA compliant. ODOT's fillable Curb Ramp Inspection Form and instructions are available at the following address:

<https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>
 - v. Recipient shall promptly notify ODOT of Project completion and allow ODOT to inspect Project sidewalks, curb ramps, and pedestrian-activated signals located on or along a state highway before acceptance of Project by Recipient and before release of any Recipient contractor.
 - vi. Recipient shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs, comply with ODOT standards, and include accessibility features equal to or better than the features present in the existing pedestrian facility. Recipient shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, disability organizations, and ODOT at least 10 days before the start of construction.
- b. Local Roads:** For portions of the Project located on Recipient roads or facilities that are not on or along a state highway:
- i. Recipient shall ensure that the Project, including all sidewalks, curb ramps, and pedestrian-activated signals, is designed, constructed and maintained in compliance with the ADA.
 - ii. Recipient may follow its own processes or may use ODOT's processes for design, construction, or alteration of Project sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current Curb Ramp Inspection form, available at:

<https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>

Additional ODOT resources are available at the above-identified link. ODOT has made its forms, processes, and resources available for Recipient's use and convenience.
 - iii. Recipient assumes sole responsibility for ensuring that the Project complies with the ADA, including when Recipient uses ODOT forms and processes. Recipient acknowledges and

agrees that ODOT is under no obligation to review or approve Project plans or inspect the completed Project to confirm ADA compliance.

- iv. Recipient shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs and include accessibility features equal to or better than the features present in the existing pedestrian route. Recipient shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, and disability organizations prior to the start of construction.
- c. Recipient shall ensure that any portions of the Project under Recipient's maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of the Project. This includes, but is not limited to, Recipient ensuring that:
 - i. Pedestrian access is maintained as required by the ADA,
 - ii. Any complaints received by Recipient identifying sidewalk, curb ramp, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,
 - iii. Recipient, or abutting property owner, pursuant to local code provisions, performs any repair or removal of obstructions needed to maintain the Project in compliance with the ADA requirements that were in effect at the time the Project was constructed or altered,
 - iv. Any future alteration work on Project or Project features during the useful life of the Project complies with the ADA requirements in effect at the time the future alteration work is performed, and
 - v. Applicable permitting and regulatory actions are consistent with ADA requirements.
- d. Maintenance obligations in this Section VI shall survive termination of this Agreement.

VI. Work Performed within ODOT's Right of Way

- a. Prior to the commencement of work, Recipient shall obtain, or require its contractor to obtain, permission from the appropriate ODOT District Office to work on or along the state highway. This Agreement does not provide permission to work on or along the state highway.
- b. If the Project includes traffic control devices (see ODOT's Traffic Manual, Chapter 5, for a description of traffic control devices) on or along a state highway, Recipient shall, pursuant to Oregon Administrative Rule (OAR) 734-020-0430, obtain the approval of the State Traffic Engineer prior to design or construction of any traffic control device being installed.
- c. Recipient shall enter into a separate traffic signal agreement with ODOT to cover obligations for any traffic signal being installed on a state highway.
- d. Recipient shall ensure that its electrical inspectors possess a current State Certified Traffic Signal Inspector certificate before the inspectors inspect electrical installations on state highways. The

ODOT's District Office shall verify compliance with this requirement before construction. The permit fee should also cover the State electrician's supplemental inspection.

VII. GENERAL STANDARDS

The Project shall be completed within industry standards and best practices to ensure that the functionality and serviceability of the Program's investment meets the intent of the application and the Program.

EXHIBIT C

Subagreement Insurance Requirements

GENERAL.

If project is on or along a state highway, Recipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences, and ii) maintain the insurance in full force throughout the duration of the subagreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to ODOT. Recipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Recipient permit work under a subagreement when Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, "first tier" means a subagreement in which the Recipient is a Party.

The insurance specified below is a minimum requirement that the contractor within the subagreement shall meet. Recipient may determine insurance types and amounts in excess to the minimum requirement as deemed appropriate based on the risks of the work outlined within the subagreement.

Recipient shall require the contractor(s) to require that all of its subcontractors carry insurance coverage that the contractor deems appropriate based on the risks of the subcontracted work. Contractor shall obtain proof of the required insurance coverages, as applicable, from any subcontractor providing Services related to the Contract.

TYPES AND AMOUNTS.

i. WORKERS COMPENSATION.

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide **Workers' Compensation Insurance** coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employer's Liability Insurance with limits not less than \$500,000 each accident. **Contractor shall require compliance with these requirements in each of its subcontractor contracts.**

ii. COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury and property damage and shall include personal and advertising injury liability, products

and completed operations, and contractual liability coverage. Amounts below are a minimum requirement as determined by ODOT:

Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

iii. AUTOMOBILE Liability Insurance: Automobile Liability.

Automobile Liability Insurance covering Contractor's business-related automobile use covering all owned, non-owned, or hired vehicles for bodily injury and property. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Amount below is a minimum requirement as determined by ODOT:

Coverage shall be written with a combined single limit of not less than \$1,000,000.

iv. ADDITIONAL INSURED.

The Commercial General Liability Insurance and Automobile Liability Insurance must include the **"State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees"** as an **endorsed** Additional Insured but only with respect to the contractor's activities to be performed under the Subcontract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

v. "TAIL" COVERAGE.

If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance or pollution liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of twenty-four (24) months following the later of: (i) the contractor's completion and Recipient's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing twenty-four (24) month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the twenty-four (24) month period described above, then the contractor may request and ODOT may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If ODOT approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

vi. NOTICE OF CANCELLATION OR CHANGE.

The contractor or its insurer must provide thirty (30) days' written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

vii. CERTIFICATE(S) OF INSURANCE.

Recipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

The Recipient shall immediately notify ODOT of any change in insurance coverage.



WESTECH ENGINEERING, INC.
CONSULTING ENGINEERS & PLANNERS

December 2, 2019

Rick McClung
City of Yachats
PO Box 345
Yachats, OR 97498

RE: Driftwood Street Improvements – Conceptual Planning
J.O. 3096.2020.0

Dear Rick:

Westech Engineering is pleased to have the opportunity to serve the City of Yachats with the design of Driftwood Street between 5th Street and 6th Street. With regard to this project Westech believes that it is in both the City's and Westech's interests to have a conceptual planning phase for the street design before developing a detailed design. This proposal presents a proposed scope of services for topographic surveying followed by the development of a preliminary street layout before starting the design phase. Using this information the City would evaluate the options and provide specific guidance for development of the construction plans. Once the City has determined the preferred street layout for the Driftwood Street project, Westech will provide a proposal for the scope of services for preparation of construction drawings and specifications.

The remainder of this letter proposal is divided into the following sections.

- Project Description and Work Plan
- Proposed Work Plan
- Proposed Project Schedule
- Fee Schedule

Short discussions on these items follow.

PROJECT DESCRIPTION AND WORK PLAN

The Conceptual Design phase for the Driftwood Street Improvement Project will include the following major elements.

- The focus of design will be on the plan view layout and cross sections. The preliminary layout will be developed in coordination with City staff based on the unique conditions of the site, City standards and guidance from City staff.
- Westech will develop cost estimates for the preferred option and adjustments as necessary for revisions based on budget considerations.

December 2, 2019
Mr. Rick McClung
City of Yachats
Page 2

PROPOSED PROJECT SCHEDULE

We propose to have the topographic survey completed within 30 days of being authorized to proceed, and the preliminary layout work completed within 60 days after being authorized to proceed.

FEE SCHEDULE

Based on the estimated fees for surveying and preliminary street layout listed below, we propose to provide this Conceptual Planning Phase engineering services for a Time and Materials fee Not to Exceed **\$10,000**.

Estimated Time and Materials, Topographic Survey	\$6,500
Estimated Time and Materials, Preliminary Street Layout	\$3,500

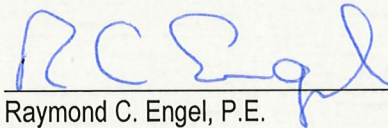
If the City decides to proceed with the work scope summarized herein, we assume that the City will authorize us to proceed with these services under our existing city engineering contract (we will provide separate invoices for this work to allow the City to accurately track costs).

Upon your authorization to proceed, we are prepared to start immediately on the project coordination and design. This proposal is valid for 6 months from today's date.

We appreciate the opportunity to present this engineering services proposal to the City. We look forward to working with the City on this important project. If you have any questions or require any additional information, please do not hesitate to contact us at (503) 585-2474.

Sincerely,

WESTECH ENGINEERING, INC.



Raymond C. Engel, P.E.
Project Manager

rce

**OREGON
ATTORNEY GENERAL'S
PUBLIC CONTRACTS MANUAL**

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may sanction the entity by prohibiting it from submitting offers in response to that agency's solicitations and from participating in its contracts as a sub-contractor for a reasonable period of time commensurate with the seriousness of the misconduct.

-2- Disqualification should be used with some care by a contracting agency because it outright suspends a person's ability to participate in the agency's competitive procurement processes for a period of time. Disqualification does not constitute a punishment. It serves as a sanction imposed only for the protection of the public interest. The maximum period of disqualification is three years under ORS 279C.440(1)(c), but contracting agencies have discretion to impose shorter disqualification periods. In *Labor Ready Northwest, Inc. v. BOLI*, 208 Or App 195, 201-04,145 P3d 232 (2006), the Court of Appeals upheld the Bureau of Labor and Industries' determination of a period of debarment under a comparable statute, *former* ORS 279.361(1)⁹⁶ which authorized a debarment period of up to three years for a contractor's intentional failure to pay workers the prevailing rate of wage.

137-049-0380

Bid or Proposal Evaluation Criteria

(1) **General.** A Public Improvement Contract, if Awarded, shall be Awarded to the Responsible Bidder submitting the lowest Responsive Bid, or to the Responsible Proposer submitting the best Responsive Proposal. See OAR 137-049-0390, and Rules for Alternative Contracting Methods at 137-049-0600 to 137-049-0690.

(2) **Bid Evaluation Criteria.** Invitations to Bid may solicit lump-sum Offers, unit-price Offers or a combination of the two.

(a) **Lump Sum.** If the ITB requires a lump-sum Bid, without additive or deductive alternates, or if the Contracting Agency elects not to award additive or deductive alternates, Bids shall be compared on the basis of lump-sum prices, or lump-sum base Bid prices, as applicable. If the ITB calls for a lump-sum base Bid, plus additive or deductive alternates, the total Bid price shall be calculated by adding to or deducting from the base Bid those alter-

⁹⁶Former ORS 279.361(1) now is substantially codified as ORS 279C.860(1).

nates selected by the Contracting Agency, for the purpose of comparing Bids.

(b) **Unit Price.** If the Bid includes unit pricing for estimated quantities, the total Bid price shall be calculated by multiplying the estimated quantities by the unit prices submitted by the Bidder, and adjusting for any additive or deductive alternates selected by the Contracting Agency, for the purpose of comparing Bids. Contracting Agencies shall specify within the Solicitation Document the estimated quantity of the procurement to be used for determination of the low Bidder. In the event of mathematical discrepancies between unit price and any extended price calculations submitted by the Bidder, the unit price shall govern. See OAR 137-049-0350(2)(b).

(3) **Proposal Evaluation Criteria.** If the Contracting Agency's Contract Review Authority has exempted the Procurement of a Public Improvement from the competitive bidding requirements of ORS 279C.335(1), and has directed the Contracting Agency to use an Alternative Contracting Method under ORS 279C.335(4), the Contracting Agency shall set forth the evaluation criteria in the Solicitation Documents. See OAR 137-049-0650, 137-049-0650, ORS 279C.335 and 279C.405.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279C.335

137-049-0390

Offer Evaluation and Award; Determination of Responsibility

(1) **General.** If Awarded, the Contracting Agency shall Award the Contract to the Responsible Bidder submitting the lowest, Responsive Bid or the Responsible Proposer or Proposers submitting the best, Responsive Proposal or Proposals, provided that such Person is not listed by the Construction Contractors Board as disqualified to hold a Public Improvement Contract (ORS 279C.375(3)(a)) or is ineligible for Award as a nonresident education service district (ORS 279C.325). The Contracting Agency may Award by item, groups of items or the entire Offer provided such Award is consistent with the Solicitation Document and in the public interest. Where Award is based on competitive Bids, ORS 279C.375(5) permits multiple contract awards when specified in the ITB.

(2) Determination of Responsibility. Offerors are required to demonstrate their ability to perform satisfactorily under a Contract. Before Awarding a Contract, the Contracting Agency must have information that indicates that the Offeror meets the standards of responsibility set forth in ORS 279C.375(3)(b). To be a Responsible Offeror, the Contracting Agency must determine that the Offeror:

(a) Has available the appropriate financial, material, equipment, facility and personnel resources and expertise, or ability to obtain the resources and expertise, necessary to meet all contractual responsibilities;

(b) Has completed previous contracts of a similar nature with a satisfactory record of performance. A satisfactory record of performance means that, to the extent the costs associated with and time available to perform a previous contract were within the Offeror's control, the Offeror stayed within the time and budget allotted for the procurement and otherwise performed the contract in a satisfactory manner. A Contracting Agency should carefully scrutinize an Offeror's record of contract performance if the Offeror is or recently has been materially deficient in contract performance. In reviewing the Offeror's performance, the Contracting Agency should determine whether the Offeror's deficient performance was expressly excused under the terms of contract, or whether the Offeror took appropriate corrective action. The Contracting Agency may review the Offeror's performance on both private and Public Contracts in determining the Offeror's record of contract performance. The Contracting Agency shall make its basis for determining an Offeror not Responsible under this paragraph part of the Solicitation file;

(c) Has a satisfactory record of integrity. An Offeror may lack integrity if a Contracting Agency determines the Offeror demonstrates a lack of business ethics such as violation of state environmental laws or false certifications made to a Contracting Agency. A Contracting Agency may find an Offeror not Responsible based on the lack of integrity of any Person having influence or control over the Offeror (such as a key employee of the Offeror that has the authority to significantly influence the Offeror's performance of the Contract or a parent company, predecessor or successor Person). The standards for Conduct Disqualification under OAR 137-049-0370 may be used to determine an Offeror's integrity. A Contracting Agency may find an Offeror non-responsible based on previous convictions of offenses related to obtaining or attempting to obtain a contract or subcontract or in connection

with the Offeror's performance of a contract or subcontract. The Contracting Agency shall make its basis for determining that an Offeror is not Responsible under this paragraph part of the Solicitation file;

(d) Is legally qualified to contract with the Contracting Agency; and

(e) Has supplied all necessary information in connection with the inquiry concerning responsibility. If the Offeror fails to promptly supply information requested by the Contracting Agency concerning responsibility, the Contracting Agency shall base the determination of responsibility upon any available information, or may find the Offeror not Responsible.

(3) Documenting Agency Determinations. Contracting Agencies shall document their compliance with ORS 279C.375(3) and the above sections of this rule on a Responsibility Determination Form substantially as set forth in 279.375(3)(c), and file that form with the Construction Contractors Board within 30 days after Contract Award.

(4) Contracting Agency Evaluation. The Contracting Agency shall evaluate an Offer only as set forth in the Solicitation Document and in accordance with applicable law. The Contracting Agency shall not evaluate an Offer using any other requirement or criterion.

(5) Offeror Submissions.

(a) The Contracting Agency may require an Offeror to submit Product Samples, Descriptive Literature, technical data, or other material and may also require any of the following prior to Award:

(A) Demonstration, inspection or testing of a product prior to Award for characteristics such as compatibility, quality or workmanship;

(B) Examination of such elements as appearance or finish; or

(C) Other examinations to determine whether the product conforms to Specifications.

(b) The Contracting Agency shall evaluate product acceptability only in accordance with the criteria disclosed in the Solicitation Document to determine that a product is acceptable. The Contracting Agency shall reject an Offer providing any product that does not meet the Solicitation Document requirements. A Contracting Agency's rejection of an Offer because it offers

nonconforming Work or materials is not Disqualification and is not appealable under ORS 279C.445.

(6) Evaluation of Bids. The Contracting Agency shall use only objective criteria to evaluate Bids as set forth in the ITB. The Contracting Agency shall evaluate Bids to determine which Responsible Offeror offers the lowest Responsive Bid

(a) Nonresident Bidders. In determining the lowest Responsive Bid, the Contracting Agency shall, in accordance with OAR 137-046-0310, add a percentage increase to the Bid of a nonresident Bidder equal to the percentage, if any, of the preference given to that Bidder in the state in which the Bidder resides.

(b) Clarifications. In evaluating Bids, a Contracting Agency may seek information from a Bidder only to clarify the Bidder's Bid. Such clarification shall not vary, contradict or supplement the Bid. A Bidder must submit Written and Signed clarifications and such clarifications shall become part of the Bidder's Bid.

(c) Negotiation Prohibited. The Contracting Agency shall not negotiate scope of Work or other terms or conditions under an Invitation to Bid process prior to Award.

(7) Evaluation of Proposals. See OAR 137-049-0650 regarding rules applicable to Requests for Proposals.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279C.335, 279C.365, 279C.375 & 279C.395

COMMENTARY:

-1- Contracting Agency Must Document Its Responsibility Determination. As reflected in OAR 137-049-0390(3), the 2005 Legislative Assembly amended ORS 279C.375(3), prescribing a form a contracting agency must use to document that it has determined the responsibility of the bidder to be awarded a public improvement contract. 2005 Oregon Laws, chapter 376, §1. To comply with this requirement, the contracting agency must check the Construction Contractors Board list, maintained under ORS 701.227, of bidders who are not qualified to enter into public improvement contracts, and must determine whether the bidder has demonstrated that it

meets the responsibility criteria prescribed in ORS 279C.375(3)(b). The contracting agency must submit to the Construction Contractors Board, within 30 days after the date of contract award, the form that demonstrates the contracting agency complied with this requirement.

-2- Responsibility Determination Is an Exercise of Discretion. A contracting agency's determination of the "lowest responsible bidder" involves the exercise of broad, but not unlimited, judgment based on facts reasonably tending to support the agency's decision. See *Hanson v. Mosser*, 247 Or 1, 9-10, 427 P2d 97 (1967), *overruled in part on other grounds*, *Smith v. Cooper*, 256 Or 485, 488, 475 P2d 78 (1970). In *Hanson*, the court stated that in the absence of fraud or a gross abuse of discretion, the courts will not interfere in the exercise of discretion by administrative boards or officers in their determination of the lowest responsible bidder. 247 Or at 9, quoting *Inge v. Board of Public Works of Mobile*, 135 Ala 187, 30 So 678, 681 (1902).

-3- The Scope of Matters That Bear on a Bidder's Responsibility Is Broad. The *Hanson* court observed that the assessment of a bidder's responsibility may encompass any circumstances or history of a bidder that have a practical or logical influence on the bidder's ability to satisfy its obligations under the public contract:

All matters bearing upon the likelihood that the contract will be promptly and efficiently performed bear upon the question of responsibility of bidders and may and should be considered in determining who is the lowest responsible bidder.

247 Or at 9, quoting 43 Am Jur 784-85, Public Works and Contracts, section 42.

Because a prospective contractor's past conduct is the best indicator of future performance, the responsibility investigation embraces both the present circumstances and the past behavior of a bidder, its officers and agents.⁹⁷ ORS 279C.375(3)(b) regards not only the present capability, in

⁹⁷OAR 137-049-0390(2)(c) recognizes that a bidder may not escape responsibility scrutiny because an officer or employee, and not the firm itself, has demonstrated a lack of integrity:

* * * * A Contracting Agency may find an Offeror not Responsible based on the lack of integrity of any Person having influence or control over the Offeror

terms of assets and experience, of a bidder to perform a contract, but also takes into account the bidder's past record of contract performance and integrity.

Examples of past contract performance that may count against a determination that a bidder is responsible embrace contract violations that extend beyond the outright material breach or abandonment of public or private contracts. When specified as obligations under a previous contract, these omissions can include a contractor's failure to obtain permits and other official approvals when and as required by law. The refusal to accurately complete, or delay in the submission of, test reports, samples, performance logs, quantity manifests, materials invoices, shop drawings and other documents required by a contract also can constitute evidence of irresponsible past contract performance, as well as the failure to make timely and correct payment of subcontractors, suppliers, and laborers.

A bidder's violation of applicable law in the performance of a past contract may operate as a significant indicator of non-responsibility, for that behavior implicates both the bidder's record of past performance (under ORS 279C.375(3)(b)(F) and OAR 137-049-0390(2)(b)), and its record of integrity (under ORS 279C.375(3)(b)(G) and OAR 137-049-0390(2)(c)). Adverse reflections on a bidder's record of integrity encompass unlawful or dishonest conduct that did not relate directly to a particular public contract, like attempted tax evasion. A bidder's unlawful anticompetitive conduct in seeking contracts, and involvement in official corruption or in violations of the Oregon Government Ethics Act, ORS 244.010 to 244.045 and ORS 244.120 to 244.135, also would denote an unsatisfactory record of integrity. See OAR 137-049-0390(2)(c) (permitting the use of the standards for conduct disqualification under OAR 137-049-0370, which include convictions of crimes that manifest dishonesty or a lack of business integrity).

Oregon Laws 2009, chapter 880, §§9 and 9a, modified ORS 279C.375, most significantly with respect to a bidder's records of performance and integrity under ORS 279C.375(3)(b)(F) and (G). Subsections (2)(b) and (c) of OAR 137-0349-0390 reflect these amendments.

(such as a key employee of the Offeror that has the authority to significantly influence the Offeror's performance of the Contract or a parent company, predecessor or successor Person). * * * *

-4- Ineligibility of Out-of-State Education Service Districts. OAR 137-049-0390(1) reflects a restriction in ORS 279C.325, which prohibits a contracting agency from awarding a public improvement contract or a public works contract to a non-resident bidder that is an education service district.

137-049-0395

Notice of Intent to Award

(1) **Notice.** At least seven days before the Award of a Public Improvement Contract, the Contracting Agency shall issue to each Bidder (pursuant to ORS 279C.375(2)) and each Proposer (pursuant to 279C.410(7)), or post electronically or otherwise, a notice of the Contracting Agency's intent to Award the Contract. This requirement does not apply to Award of a small (under \$5,000) or intermediate (informal competitive quotes) Public Improvement Contract awarded under 279C.335(1)(c) or (d).

(2) **Form and Manner of Posting.** The form and manner of posting notice shall conform to customary practices within the Contracting Agency's procurement system, and may be made electronically.

(3) **Finalizing Award.** The Contracting Agency's Award shall not be final until the later of the following:

(a) Seven Days after the date of the notice, unless the Solicitation Document provided a different period for protest; or

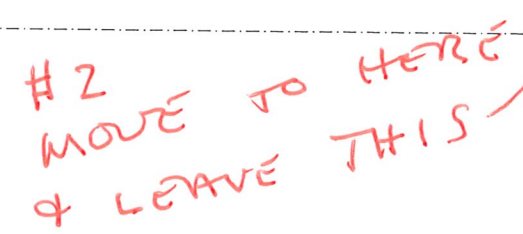
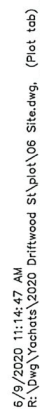
(b) The Contracting Agency provides a Written response to all timely-filed protests that denies the protest and affirms the Award.

(4) **Prior Notice Impractical.** Posting of notice of intent to award shall not be required when the Contracting Agency determines that it is impractical due to unusual time constraints in making prompt Award for its immediate procurement needs, documents the Contract file as to the reasons for that determination, and posts notice of that action as soon as reasonably practical.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279C.375





Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	31.42'	20.00	90.00°	S50° 17' 39"W	28.28'
C2	20.87'	25.00	47.84°	S27° 37' 36"E	20.27'
C3	10.75'	5.00	123.16°	N66° 52' 24"E	8.79'
C4	7.36'	13.50	31.23°	S20° 54' 38"W	7.27'

- ADA PARKING SIGNS & STRIPING**
1. SIGNS & STRIPING SHALL BE PER FIGURE 1 OF THE OREGON TRANSPORTATION COMMISSION STANDARDS FOR ACCESSIBLE PARKING PLACES (AUGUST 2018).
 2. PROVIDE ONE EACH SIGN R7-8 AND R7-8a WHERE SHOWN AT THE HEAD OF THE ACCESSIBLE PARKING SPACE.
 3. PROVIDE AN OR7-9 SIGN AT THE BACK OF THE SIDEWALK IN LINE WITH THE ACCESS AISLE.
 4. INSTALL SIGNS PER DTL 2310.

#1
LEAVE THIS

Public Input

Shannon Beaucaire

From: Paul Thompson <majorstwo@yahoo.com>
Sent: Friday, July 17, 2020 8:54 AM
To: Leslie Vaaler; Mary Ellen O'Shaughnessey
Cc: Mayor; Jim Tooke; Max Glenn; Shannon Beaucaire
Subject: Driftwood Project

Leslie & Mary Ellen,

My thanks to both of you for standing up to the insanity and uselessness of this project. I have thought that the waste of the money on the old bank building from the start was terrible, and now \$165, 000 for 18 parking spaces is downright f\$\$lish.

Nothing has ever been done about the awful curbs on 101 on the west side where our numbered streets meet 101. Those road intersections are unsafe especially the intersection at 2nd St, 101 and Beach Street. Someone will be hurt or killed one day due to the city's inaction to fix this screw up by ODOT while Shannon studies the issue and waits for ODOT to make a decision first.

Also the transportation study is ridiculous. A high traffic roadway (101) runs right through our town and our side roads can't support the traffic. What else do we need to know? Just decide what to do with the existing roads and make a final decision on the one way Ocean View Dr and paint the walking lane now Don't waste money on a STUDY !..

The temporary signage on Ocean View Dr is grossly inadequate, the One Way signs blow over in the wind every few days. If you're from out of town and go west on 7th and come to Ocean View Dr Stop Sign What do you do.? According to the temporary sign you can only turn LEFT when in fact a RIGHT turn is OK.

Fix the unsafe intersections and gross, inadequate signage first then maybe other much less important things after that,

Thanks again,

Paul

Shannon Beaucaire

From: Max Glenn
Sent: Saturday, July 18, 2020 3:46 PM
To: Dana
Cc: Max Glenn
Subject: Re: Pavement of street

Hi Dana

Thank you for sharing your opinion with me. I, too, share your concern for the completion of the Ocean View Drive project. Unfortunately, that is being done by the county. Recent report is we may see progress soon.

Max

Max Glenn
max@yachatsmail.org

On Jul 18, 2020, at 3:38 PM, Dana <wooflevi@yahoo.com> wrote:

Hi Max,

We would like to express our great disappointment in hearing that you and some other council members would like to put in a very much unneeded two lane road

with sidewalks there by the skateboard park. That money, 68 thousand or so, could be much better put to use for the needed water meter system, or to help finish Yachats

share of the 804 trail along Ocean View. Such as some kind of barrier between the driving lane and pedestrians. Planter boxes?

Thank you,

Dana Bleckinger & Maryann Candito

1045 Driftwood Ln.

Shannon Beaucaire

From: Mayor
Sent: Sunday, July 19, 2020 1:05 PM
To: Judy M. Richter; Mary Ellen O'Shaughnessey; Max Glenn; Jim Tooke; Leslie Vaaler; Ruth Bass; Shannon Beaucaire
Subject: Re: paving Driftwood

Thank you, Ruth and Judy, for your comments. The Council will consider all points of view in making our final decision.

John

From: Judy M. Richter <judy@judymrichter.com>
Sent: Saturday, July 18, 2020 5:26 PM
To: Mary Ellen O'Shaughnessey <MaryEllen@YachatsMail.org>; Mayor <Mayor@YachatsMail.org>; Max Glenn <Max@YachatsMail.org>; Jim Tooke <Jim@YachatsMail.org>; Leslie Vaaler <Leslie@YachatsMail.org>
Subject: paving Driftwood

Dear Mayor and Yachats City Councilors,

I am against spending a large sum of money to use up the whole ball field--- for what???

One lane, one sidewalk, and some parking spaces are plenty. There are many other actual streets in this town that need attention way more than that area. As a resident, I don't need more parking and I'm opposed to spending \$\$\$ for more parking.

Thank you

--

Judy M. Richter
541-844-5280

Shannon Beaucaire

From: Mayor
Sent: Sunday, July 19, 2020 6:32 PM
To: Shannon Beaucaire
Subject: Fw: Pavement of street

fyi

From: Dana <wooflevi@yahoo.com>
Sent: Sunday, July 19, 2020 3:27 PM
To: Mayor <Mayor@YachatsMail.org>
Subject: Re: Pavement of street

John,

There was very little public knowledge of this project, and it's not about taking the time to read it, people didn't even know about this. I understand there are no public meeting because of covid, but then it is up to the city

to mail out updates about important issue, and not just the once a month water bill flyer. Now it seems you want to go ahead with this because of the time put into it and that Yachats will lose the grant.

Also, if your so worried about the local contractors, maybe there should be much more discussion about a project before they are involved, and if information is needed

from a contractor, they should be told upfront that Yachats has not decided weather to go ahead with the particular issue being discussed.

Everyone I have spoken to about this is very much against it!!! Yachats can not keep adding more and more parking spaces, Just a few years ago we added alot more spaces

when the sidewalks were put in along 101. Yachats needs to come up with a plan that allows people to leave there cars at The Fireside, Overleaf, Adobe, etc.and still come into town .

Perhaps it's time to think about a shuttle, which would solve the parking issue and help out with congestion, especially when trying to make a left turn back onto 101.

Thank you John for your time,

Dana

On Sunday, July 19, 2020, 12:23:55 PM PDT, Mayor <mayor@yachatsmail.org> wrote:

Thank you for your comments, Dana. The Public Works & Streets Commission has had this project in their plans for several years. They first went forward on East 2nd Street and West 1st Street, bringing both of those areas up to code for drainage and curbing. There has been a long term desire to pave that one block section of street, as it is in rough shape and has been for several years.

The sidewalk on the East side of the street was added to provide safety to the kids entering and leaving the skate park, so they could come out on a sidewalk instead of walking directly into the street as they have been. The sidewalk on the West side was added to provide a safe, smooth walkable way for people to go from their cars to the Commons and back without having to walk down the middle of the street.

We were able to obtain a grant from ODOT for \$100,000 to do that project. And of course, "free money" does come with conditions. ODOT requires in this case two "proper" lanes of traffic instead of a one and half lane road with two way traffic which we have had for many years. This project was unanimously recommended by the Public Works and Streets Commission for approval, and the Council agreed months ago to put it out for bid. The information has all been on our City website for several months. We did put it out for bid, received three bids on it, and now, just as we were ready to award the contract to the low bidder, all sorts of objections have come out of the woodwork at the last possible moment.

If we dropped the grant and just wanted to do an overlay over the existing pavement and pave the parking area on the west side of the street (that has been used for parking for years anyway), that would cost the city more than this project is slated to cost, thanks to the \$100,000 grant. People have been asking for more parking near the Commons and close to downtown for years. This includes 18 parking spaces. We heard our residents tell us they want more parking, we heard them tell us they wanted that street repaved, and we heard them tell us their concerns for safety, and this project was the result of hearing those concerns. Now that we're ready to go ahead with it, we're hearing loud objections. So what do we do? What's truly in the best interest of this community for this?

If we fail to proceed on this project, we do face a credibility problem with area general contractors - several months ago, we went out for bids for a library expansion, and received a number of bids for the project. After all bids were submitted, the Library Commission decided to scrap the project for now, and do a needs assessment before deciding on a future course of action. The contractors who had taken the considerable time required to submit proposals obviously were not happy to have it pulled at the last minute. Now here we are again, risking the same thing. Makes you wonder - who is going to be willing to bid the next project we would like to do here in Yachats?

All of the information I've just given you has been available to our citizens for some time, but apparently only a small number of people have taken the time to read it and be informed on this project. Now that I've recapped it all for you I would appreciate it if you would take some time to digest it, then in a few days if you wouldn't mind, I would like to hear your thoughts again once you've had some time to fully consider all the factors. Thanks again for contacting me.

Dana, I do apologize for the length of this email, but when people contact us about an issue, they usually have short, easy answers to very complex questions. The Council has to consider all of the things I noted in this email, and I hope after reading it you'll have a better understanding of why we got to where we are with the project. I do look forward to your response in a few days. Thanks, Dana.

John

From: Dana <wooflevi@yahoo.com>
Sent: Saturday, July 18, 2020 3:25 PM
To: Mayor <Mayor@YachatsMail.org>
Subject: Pavement of street

Hi John,

We would like to express our great displeasure of the city spending 68,000 dollars or so to put in an unneeded two lane road with sidewalks there by the skateboard park!!!

That money should be spend on much more pressing matters, such as the computer system for the water meters, or to help finish the 804 trail along Ocean View. We are very

disappointed in you and the others who are pushing this through.

Thank you,

Dana Bleckinger & Maryann Candito

1045 Driftwood Ln

Shannon Beaucaire

From: Rick McClung
Sent: Monday, July 20, 2020 11:40 AM
To: Ray Engel; Shannon Beaucaire
Subject: RE: Driftwood Lane Paving Project

thank you Ray.

Sent from my Samsung Galaxy , an AT&T LTE smartphone

----- Original message -----

From: Ray Engel <rengel@westech-eng.com>
Date: 7/20/20 11:34 AM (GMT-08:00)
To: Rick McClung <Rick@YachatsMail.org>
Subject: RE: Driftwood Lane Paving Project

Hi Rick,

Please see below for my comments in red.

In general, his comments are in agreement with the email I sent to you and Shannon on Friday.

Ray Engel
Raymond C. Engel, P.E.
Project Manager
WESTECH ENGINEERING, INC.
(503) 585-2474

From: Rick McClung <Rick@YachatsMail.org>
Sent: Monday, July 20, 2020 10:40 AM
To: Ray Engel <rengel@westech-eng.com>
Subject: FW: Driftwood Lane Paving Project

Hi Ray,

Shannon wants me to look into Loren's concerns (see below), he is a retired engineer. The questions might need to be answered if the council was to move forewarned an Aug. 2nd.

Thanks,
Rick

From: Shannon Beaucaire <citymanager@YachatsMail.org>
Sent: Monday, July 20, 2020 10:07 AM
To: Rick McClung <Rick@YachatsMail.org>
Subject: FW: Driftwood Lane Paving Project

This would be worth mentioning to the engineer on Driftwood

Keep Lincoln County Open

Shannon Beaucaire
City Manager
City of Yachats
Citymanager@yachatsmail.org
YachatsOregon.org
PO Box 345
Yachats, OR 97498
Phone: 541.547.3565
Fax: 541.547.3063

From: Loren Dickinson <lorendickinson@gmail.com>
Sent: Friday, July 17, 2020 2:51 PM
To: Shannon Beaucaire <citymanager@YachatsMail.org>
Subject: Driftwood Lane Paving Project

Shannon,

I am writing this email not as a representative of Trails or the Planning Commission, but as a concerned private citizen.

I attended the zoom Parks & Commons meeting yesterday. There was a motion passed to direct the City Manager to look into an alternative option to delete the west sidewalk from the current designs. I am sure you will discuss this with Rick and the design engineers, but from what I see on the plans, the west sidewalk is integral to the travel pathway for the ADA (handicap) accessible parking space. Eliminating the west sidewalk in its entirety would render the accessible parking space not in conformance with ADA standards because there would be no path of travel to the south. At a minimum, a small amount of the west sidewalk would need to be retained at the curb ramp (near the diagonally striped safety area to the north of the space itself) southward to facilitate the required path of travel.

(This is basically the same as my email on Friday. You are required to have an ADA space, and you need a path from that ADA space to somewhere.)

And, as I had called to the commission's attention before, vehicles parked in the accessible parking space and the two adjacent parking spaces to the south thereof, would overhang the curb by as much as 2 to 2.5 feet. That would cut the effective width of the (ADA) sidewalk in front of the vehicles to much less than the ADA-required 5 feet. It has been my professional experience that sidewalks in front of parking spaces where vehicles overhang the curb are usually 7 to 7.5 feet wide for that purpose.

(I have not seen 7-7.5 feet sidewalks as a typical practice when full length parking spaces are being used. However, it is a valid concern. It could easily be addressed by adding a wheel stop in the parking space to stop the wheels a couple of feet from the curb. I have used this arrangement in the past.)

Another potential issue is the west sidewalk's extension northward. A question that I am not familiar with: is that connection from the accessible parking space northward to 6th Street required by ODOT for ADA compliance?

(I think this is related to the potential for eliminating the west side sidewalk north of the ADA space. It is my understanding that the expectation is that a path is provided to somewhere. I don't think it is necessary to provide a

path directly to any possible destination. In the first place, there really isn't any specific use or activity to the north that would be a destination for this ADA space. Also, with the east side sidewalk there is a path to the north. It is a bit out of the way, but by going south and then crossing the street you can go north. In brief, I think it would be OK for the City to eliminate the west side sidewalk north of the ADA parking space.)

Again, you should consult with the engineers in these issues, as they, and the City, are ultimately responsible for the finished parking to conform to ADA requirements.

Respectfully submitted.

--

LOREN DICKINSON

Shannon Beaucaire

From: Mayor
Sent: Thursday, July 23, 2020 2:50 PM
To: Rheychol Paris
Subject: Re: Driftwood project

Thank you for your comments, Rheychol. We have received a number of comments about the project since our last council meeting, and I will share this with the rest of the council.

John

From: Rheychol Paris <rparisrealestate@gmail.com>
Sent: Thursday, July 23, 2020 2:20 PM
To: Mayor <Mayor@YachatsMail.org>
Subject: Driftwood project

John,

Please reconsider proceeding with the Driftwood project.

It does not seem economically wise or prudent at this time.

While I appreciate all of the effort that has been put into this project it is not reason enough to proceed.

Thank you for your time.

Rheychol

Rheychol Paris ~ Principal Broker - LICENSED IN OREGON

C-415-307-3559 H-541-547-5391
Office Fax: 541-547-4154
E-Fax: 206-203-3766
rparisrealestate@gmail.com
MAIL: P.O.Bx 686 Yachats, OR 97498

EMERALD COAST REALTY
360 Hwy 101, Yachats, OR

Shannon Beaucaire

From: Loren Dickinson <lorendickinson@gmail.com>
Sent: Monday, July 27, 2020 11:05 AM
To: Shannon Beaucaire; Mayor
Subject: Driftwood Lane Project
Attachments: Driftwood Lane Project - letter 7-27-2020.pdf; Driftwood-Lane-Plan.pdf

John and Shannon,

Attached is a letter from me, as a Yachats citizen, dated 7-27-20, expressing my concerns for the proposed Driftwood Lane Project. Also attached is a composited file showing the proposed Project over an aerial photo.

Please provide the letter and attachment to the City Council members for consideration.

Thank you.

--

LOREN DICKINSON
333 Jennifer Drive
Yachats, OR 97498

July 27, 2020

Yachats City Council
Yachats City Manager
Yachats Mayor

Via: email

After deliberation, I find that I, as a citizen of the Yachats community, cannot support the Driftwood Lane project in its current form. I believe that I have a sufficient understanding of the financial issues involved, and my issue with the project are not related to that. My reasons for not supporting this project are as follows:

A. I believe there has been insufficient opportunity for **input from the public**.

B. I believe there are **safety issues** with the current design:

1. Creating a two-way "street" would encourage speeding and a lack of caution by drivers for the pedestrians that will use the thoroughfare.
2. Having a "skateboard park" so close to a street would pose a danger to the young people and family members using the skateboard ramp or standing on the sidewalk nearby.
3. As currently occurs, I do not believe all pedestrians would use the sidewalk, but will continue to walk within the driveway area.

C. I take issue with the following **technical aspects** of the proposed designs:

1. As a retired architect, I have a working knowledge of ADA requirements. Work to public facilities requires ADA "path of travel" throughout a facility, and connection to a public street or right-of-way. The current design shows an ADA connection to the 6th Street right-of-way with the proposed sidewalk along the east side of the driveway. However, that extension does not in any way connect to an ADA pathway to anywhere. In addition, the ADA pathways on the south ends of both the east and west sidewalks connect to nothing. The single accessible parking space may serve the open space, but cannot provide ADA access to the rest of the Commons area. I bring it up only to point out that it furthers what the project has been perceived and called by some as "the road to nowhere". Even if this were redesigned to a parking lot (only) and not a street, the requirements for ADA would still exist, which results in a situation where there is not good answer for this concern.

2. In the current design, the west sidewalk is non-functional as an ADA pathway. Vehicles parking in those spaces adjacent to the sidewalk will overhang the 5 foot wide sidewalk by two feet or more, rendering the sidewalk not compliant with ADA requirements. There are two commonly used solutions for this: 1) to install parking bumpers within the parking spaces to hold the vehicle from overhanging the sidewalk, or 2) to make the sidewalk 7.5 feet wide so that the overhanging vehicle does not reduce the effective sidewalk width to less than the required 5 foot width. The parking bumpers within the parking spaces have proven to constitute a tripping hazard.
3. The far south end of the west sidewalk terminates much too close to the "covered area" (notification and map gazebo). I believe it would result in insufficient ADA clearances.
4. I do not see in the current design any proposed lighting for the street or parking areas. The parking obviously would be used at night. Therefore, I have a concern for the safety of people using the lot due to inadequately lighting.

D. I have the following **esthetic concerns** with the current design:

1. The entire proposed development would protrude dramatically into the existing green space (old ball field). Also sent with this letter is an overlay of the proposed designs over an aerial view. Whereas this composite is not 100% accurate, I believe it is accurate enough to show that the proposed design would protrude perhaps 15 feet beyond the existing log barrier into the green space (and that is with the current 5 foot sidewalk – it would be greater if the sidewalk were widened as noted above).
2. The green space (old ball field) is the only large open space within the City, and its existence is appreciated by many of Yachats' citizens. To further reduce it size I believe would be inappropriate.
3. Any lighting added to the the development, as noted above, would almost certainly intrude into surrounding facilities and residences.

The City's attention to these concerns is sincerely appreciated.



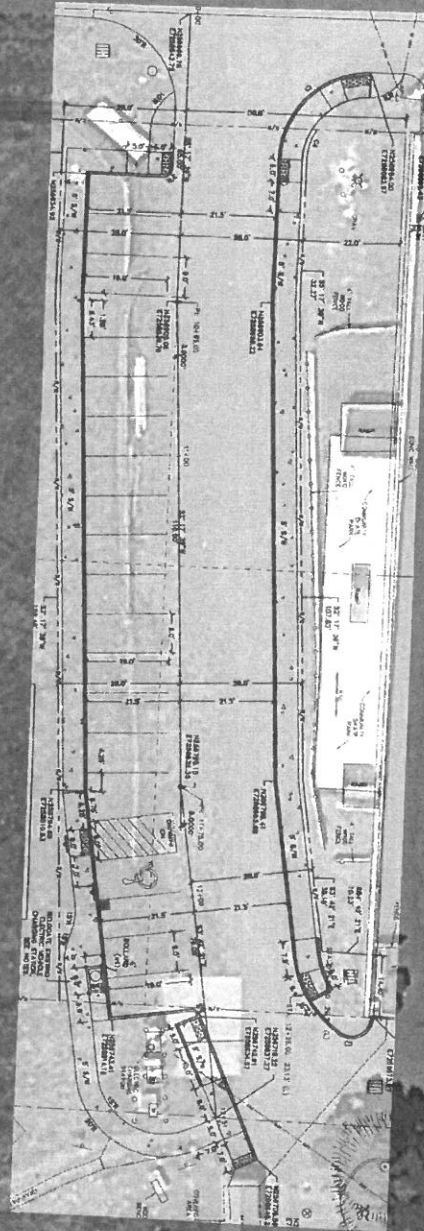
Loren Dickinson
333 Jennifer Drive
Yachats, OR 97498

Enclosure: Construction Plan over aerial photo

Street

Write a description for your map.

Legend



6th St

5th St

Google Earth

© 2020 Google

100 ft



Shannon Beaucaire

From: Max Glenn <m35glenn@peak.org>
Sent: Monday, July 27, 2020 10:27 PM
To: Shannon Beaucaire
Subject: For council. - Driftwood project

Sent from my iPhone

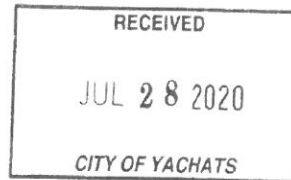
Begin forwarded message:

From: Myron Eckhardt <myneck@peak.org>
Date: July 17, 2020 at 2:24:03 PM PDT
To: Max Glenn <m35glenn@peak.org>
Subject: Promises 

Max, Just remembered I promised to let you and Fran know my lock-out outcome. Ten-mile came thru;and I got inside just minutes before a scheduled teleconference!. Thanks again for your facilitation!

While I am at it (i.e. communicating with you), I am opposed to the city plan to pave the path between YCPC parking lot and the 501. Pedestrian tranquility and safety would be significantly impacted by making it easier for cars and trucks to use that space. I stand for LESS carbon impacting. Making it easier for vehicular travel and covering over even this small patch of earth with asphalt is a move in the wrong direction.

To: The Yachats City Council



July 26, 2020

To the Council Members of the Yachats City Council,

Many thanks for taking the time to read a few of my thoughts, concerns, and suggestions regarding the Driftwood Road project. My major concern is that the city will once again develop an area whose outcome may be functional but will end up being as beautiful and appealing as the downtown curbing and sidewalk project. There, if not for the efforts of the beautification volunteers, the effect is one of being an eyesore, perhaps necessary but unfortunately less than aesthetically pleasing.

Looking at the Driftwood Project's proposed plans, my worry is similar. By paving over that much space and taking over that much of what remains of one of the last good green spaces in town, I fear that that area will be blighted for decades. As you know, many proposals have been made for that section of the city – everything from a baseball diamond to a children's playground to a dog park to... Without abiding by a master plan, I worry that the green space will be nickel-and-dimed, parceled out piecemeal, and end up looking like a disjointed and ill-planned mish-mash. By doing this, we would not come close to matching the natural beauty surrounding us with our own human constructions. It is difficult to make Yachats look ugly but by going through with this project as is currently proposed, we may very well be on our way to doing so. Functional yes, but unfortunately, ugly and unappealing.

This is why I am suggesting that the Council first look into getting an extension on the grant that has been given. I've spoken with others about this possibility and several have mentioned that other towns have been able to get a year long extension, especially during this chaotic time of the pandemic. If given a year, the Council could form a committee/task force of interested, artistic, and financially astute citizens who could dream and develop a comprehensive vision of what that central area in our town could look like and serve as. (I was so very impressed with the ideas that Jacqueline Danos expressed at a recent Council meeting.) Instead of just counting parking places as and for a short-term fix, why not think about what that area could be and how it would fit into the entire flow of the town? Driftwood would be not just a street but a gathering place that people would want to move towards and not simply escape from as a parking area. Other members of the task force could also look into additional funding sources and, of course, within a year, we should have a better idea of what the town's finances would look like given the tenuousness of the current financial situation.

This area of our town has such potential, so many possibilities for being a wonderful gathering area close to the library, the Commons and City Hall, the Farmer's Market. It would not only be sad but such a waste to see it devolve into what would be just another concrete slab.

Once again, thank you all very much for reading/hearing my concerns. I am hoping that the town can come together to create something wonderfully unique and truly beautiful.

Respectfully yours,

Joel A. Keller

873 Horizon Hill Rd.

Yachats, OR 97498

Review Scope of Driftwood Project

The City Council requested that Public Works and Streets Commission review the scope of work for the Driftwood Project and present it at the Council meeting held on September 23rd at 2 PM. The Council is also asking Parks and Commons Commission to review options for the Driftwood Project related to existing public spaces such as the Skate Park and Ballfield.

Project scope issues are listed below:

- Project of some kind must be done to protect City infrastructure which includes a key waterline and charging station.
- The project must maintain 2-way traffic flow to allow access to Church, 501 Building, and the Commons.
- The project must allow for additional parking.
- The project must allow for large vehicle parking need for support of events held in the Commons.
- The project must provide for Traffic and Pedestrian Safety.
- The project must include one side walk.
- Care must be taken to make sure that money from City funds are contained as much as possible.



CITY OF YACHATS MEMORANDUM

DATE: September 23, 2020
TO: W. John Moore, Mayor
Yachats City Council
FROM: Shannon Beaucaire, City Manager
SUBJECT: Cybersecurity Policy Adoption

As a condition of providing Cybersecurity coverage, our insurance company, CIS, requires an updated Cybersecurity policy adopted prior to October 1, 2020.

I originally brought this to the Council's attention in April 2020. On April 27, 2020 we were notified we needed an updated policy to CIS by May 8, 2020. Brown and Brown worked with CIS and in June 2020, CIS honored our request to increase Cyber Liability coverage from \$250,000 to \$1 million (Resolution 2020-129) with an extension until the end of September in anticipation of an updated, adopted cyber security policy by September 30, 2020.

The Community Services Coordinator, our third-party IT provider (National Business Solutions), Brown and Brown Insurance, and our CIS Risk Manager worked together and developed the attached policy. The policy has been reviewed by the City attorney.

The attached policy includes current best practices, establishes security objectives, and establishes guidelines to minimize the risk of internal and external threats.

Following adoption, training and procedures will be implemented in compliance with the policy. Resolution language has been provided by CIS as acceptable to their underwriters.

If the policy is not adopted, Cyber liability coverage will be reduced to the minimum amount of coverage.

Recommendation:

Following review and discussion, I recommend that the City Council consider the following motion:

I move to adopt Resolution 2020-146, a resolution adopting a cybersecurity prevention program.



City of Yachats

Cybersecurity Policy

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Objective

The focus of this policy is to help the City of Yachats meet its objectives. We recognize that information and the protection of information is required to serve our citizens. We seek to ensure that appropriate measures are implemented to protect our citizen's information. This Cybersecurity Policy is designed to establish a foundation for an organizational culture of security. This policy will be reviewed annually and approved by the City Manager.

The purpose of this policy is to clearly communicate the City of Yachats security objectives and guidelines to minimize the risk of internal and external threats while taking advantage of opportunities that promote our objectives.

This policy applies, to all City elected officials, employees, contractors, consultants, and others specifically authorized to access information and associated assets owned, operated, controlled, or managed by the City of Yachats. Additionally, leadership must ensure that all contracts and similar agreements with business partners and service providers incorporate appropriate elements of this policy.

Compliance

Oregon public entities must comply with the Oregon Identity Theft Protection Act, ORS 646A.600 – 628. ORS 646A.622 (d) requires the implementation of a Cybersecurity program. Non-compliance with this policy may pose risks to the organization; accordingly, compliance with this program is mandatory. Failure to comply may result in failure to obtain organizational objectives, legal action, fines and penalties. Breaches with the potential to impact more than 250 individuals must be reported to the Oregon Department of Justice.

<https://www.doj.state.or.us/consumer-protection/id-theft-data-breaches/data-breaches/>

Roles and Responsibilities

City of Yachats has appointed the following roles and responsibilities to execute and monitor the policies described in this document.

Community Services Coordinator

- Ensure that a written Cybersecurity Policy is developed and implemented.
- Confirm identification, acquisition, and implementation of information system software and hardware.
- Identify all Personally Identifiable Information.
- Ensure implementation, enforcement, and effectiveness of IT Security policies and procedures.
- Facilitate an understanding and awareness that security requires participation and support at all organizational levels.

- Oversee daily activities and use of information systems to ensure employees, business partners, and contractors adhere to these policies and procedures.

Employees and Contractors

- See Appendix A - Acceptable Use Policy

Identify, Protect, Detect, Respond, and Recover

The following sections outline City requirements and minimum standards to facilitate the secure use of organizational information systems. The information presented in this policy follows the format of the control families outlined in the National Institute of Standards and Technology (NIST) Cybersecurity Framework (NIST CSF): ***Identify, Protect, Detect, Respond, and Recover***.

The scope of security controls addressed in this policy focus on the activities most relevant to City of Yachats as defined by the Center for Internet Security (CIS) and industry best practices. Questions related to the interpretation and implementation of the requirements outlined in this policy should be directed to the Community Services Coordinator.

IDENTIFY (ID)

Objective: To develop the organization's understanding that is necessary to manage cybersecurity risk to systems, people, assets, data, and capabilities.

Asset Management

An inventory of all approved hardware and software on City's network and systems will be maintained in a computer program or spreadsheet that documents the following:

- The employee in possession of the hardware or software.
- Date of purchase.
- Amount of purchase.
- Serial number.
- Type of device and description.
- A listing of software or devices that have been restricted.

Personally Identifiable Information (PII)

An inventory of all PII information by type and location will be taken. The following table may be useful to inventory PII.

Location	PII by type	Essential	Location	Owner
Website				
Contractors				
File in staff office				
File in building				

File offsite				
Desk top				
HR System				
Financial System				
Laptop				
Flash drive				
Cell phones				
Tablets				
Other				

Each manager will determine if PII is essential. If PII is not essential, it will either not be collected, or (if collected) will be destroyed. Do not collect sensitive information, such as a Social Security numbers, if there is no legitimate business need. If this information does serve a need, apply the City's record retention plan that outlines what information must be kept, and dispose of it securely in conformance with records retention rules once it is no longer required to maintain.

In accordance with applicable records retention rules, all PII no longer needed shall be shredded if in paper form or destroyed by IT if in electronic form.

The Oregon Identity Theft Protection Act prohibits anyone (individual, private or public corporation, or business) who maintains Social Security numbers from:

- Printing a consumer's SSN on any mailed materials not requested by the consumer unless redacted
- Printing a consumer's SSN on a card used by the consumer that is required to access products or services
- Publicly posting or displaying a consumer's SSN, such as on a website

Exceptions include requirements by state or federal laws, including statute records (such as W2s, W4s, 1099s, etc.) that are required by law to be made available to the public, for use for internal verification or administrative processes, or for enforcing a judgment or court order.

PROTECT (PR)

Objective: To develop and implement appropriate safeguards to ensure the delivery of critical services.

Identity Management, Authentication and Access Control

Community Services Coordinator is responsible for ensuring that access to the organization's systems and data is appropriately controlled. All systems housing City data (including laptops, desktops, tablets, and cell phones) are required to be protected with a password or other form of authentication. Except for the instances noted in this policy, users with access to the City's systems and data are not to share passwords with anyone.

City of Yachats has established following password configuration requirements for all systems and applications (where applicable):

- Minimum password length: 8 characters
- Password complexity: requires alphanumeric and special characters
- Prohibited reuse for four (4) iterations
- Changed periodically every 90 days
- Invalid login attempts set to three
- Automatic logout due to inactivity = 30 minutes

Other potential safeguards include:

- Not allowing PII on mobile storage media
- Locking file cabinets
- Not allowing PII left on desktops
- Encrypting sensitive files on computers
- Requiring password protection
- Implementing the record retention plan and destroying records no longer required

Where possible, multi-factor authentication will be used when users authenticate to the organization's systems.

- Users are granted access only to the system data and functionality necessary for their job responsibilities.
- Privileged and administrative access is limited to authorized users who require escalated access for their job responsibilities and where possible will have two accounts: one for administrator functions and a standard account for day to day activities.
- All user access requests must be approved by the City Manager.
- It is the responsibility of the Community Services Coordinator to ensure that all employees and contractors who separate from the organization have all system access removed within 12 hours.

On an annual basis, a review of user access will be conducted under the direction of the Community Services Coordinator to confirm compliance with the access control policies outlined above.

Awareness and Training

City personnel are required to participate in security training in the following instances:

1. All new hires are required to complete security awareness training before receiving login credentials.
2. Formal security awareness refresher training is conducted on an annual basis. All employees are required to participate in and complete this training.

Upon completion of training, participants will review and sign the **Acceptable Use Policy** included in Appendix A.

Two online classes are available through the CIS Learning Center at learn.cisoregon.org: “Cyber Threats and Best Practices to Confront Them” and “Cyber Security Basics.”

On an annual basis, The City will conduct email phishing exercises of its users. The purpose of these tests is to help educate users on common phishing scenarios. It will assess their level of awareness and comprehension of phishing, understanding and compliance with policy around safe handling of e-mails containing links and/or attachments, and their ability to recognize a questionable or fraudulent message.

Data Security

Data Classification

The City must adhere to its Records Retention Policy regarding the storage and destruction of data. Data residing on corporate systems must be continually evaluated and classified into the following categories:

- **Employees Personal Use:** Includes individual user's personal data, emails, documents, etc. This policy excludes an employee's personal information, so no further guidelines apply.
- **Marketing or Informational Material:** Includes already-released marketing material, commonly known information, data freely available to the public, etc. There are no requirements for public information.
- **Operational:** Includes data for basic organizational operations, communications with vendors, employees, etc. (non-confidential). The majority of data will fall into this category.
- **Confidential:** Any information deemed confidential. The following list provides guidelines on what type of information is typically considered confidential. Confidential data may include:
 - Employee or customer Social Security numbers or personally identifiable information (PII)
 - Personnel files
 - Medical and healthcare information
 - Protected Health Information (PHI)
 - Network diagrams and security configurations
 - Communications regarding legal matters
 - Passwords/passphrases
 - Bank account information and routing numbers
 - Payroll information
 - Credit card information
 - Any confidential data held for a third party (be sure to adhere to any confidential data agreement covering such information)

Data Storage

The following guidelines apply to storage of the different types of organizational data.

- **Operational:** Operational data should be stored on a server that gets the most frequent backups (refer to the Backup Policy for additional information). Some type of system- or disk-level redundancy is encouraged.
- **Confidential:** Confidential information must be removed from desks, computer screens, and common areas unless it is currently in use. Confidential information should be stored under lock and key (or keycard/keypad), with the key, keycard or code secured.

Data Transmission

The following guidelines apply to the transmission of the different types of organizational data.

- **Confidential:** Confidential data must not be 1) transmitted outside the organization's network without the use of strong encryption, 2) left on voicemail systems, either inside or outside the organization's network.

Data Destruction

The City must follow its records retention policy before destroying data.

- **Confidential:** Confidential data must be destroyed in a manner that makes recovery of the information impossible. The following guidelines apply:
 - Paper/documents: Cross-cut shredding is required.
 - Storage media (CD's, DVD's): Physical destruction is required.
 - Hard drives/systems/mobile storage media: At a minimum, data wiping must be used. Simply reformatting a drive does not make the data unrecoverable. If wiping is used, the organization must use the most secure commercially available methods for data wiping. Alternatively, the organization has the option of physically destroying the storage media.

Data Storage

Stored Data includes any data located on organization-owned or organization-provided systems, devices, media, etc. Examples of encryption options for stored data include:

- Whole disk encryption
- Encryption of partitions/files
- Encryption of disk drives
- Encryption of personal storage media/USB drives
- Encryption of backups
- Encryption of data generated by applications

Data while transmitted includes any data sent across the organization network or any data sent to or from an organization-owned or organization-provided system. Types of transmitted data that shall be encrypted include:

- VPN tunnels
- Remote access sessions
- Web applications
- Email and email attachments
- Remote desktop access
- Communications with applications/databases

Information Protection Processes and Procedures

Secure Software Development

Where applicable, all software development activities performed by the City or by vendors on behalf of the organization shall employ secure coding practices including those outlined below.

A minimum of three software environments for the development of software systems should be available – development, quality assurance, and a production environment. Software developers or programmers are required to develop in the development environment and promote objects into the quality assurance and production environments. The quality assurance environment is used for assurance testing by the end user and the developer. The production environment should be used solely by the end user for production data and applications. Compiling objects and the source code is not allowed in the production environment. The information technology manager or an independent peer review will be required for promotion objects into the production environment.

- All production changes must be approved before being promoted to production.
- Developers should not have the ability to move their own code.
- All production changes must have a corresponding help desk change request number.
- All production changes must be developed in the development environment and tested in the quality assurance environment.
- All emergency changes must be adequately documented and approved.

Software code approved for promotion will be uploaded to the production environment from the quality assurance environment once the change request is approved. The Community Services Coordinator may work with the developer to ensure proper placement of objects into production.

Contingency Planning

The organization's business contingency capability is based upon both cloud and local backups of all critical business data. Full data backups will be performed daily. Confirmation that backups were performed successfully will be conducted weekly. Testing of cloud backups and restoration capability will be performed on a monthly basis.

During a contingency event, all IT decisions and activities will be coordinated through and under the direction of the City Manager.

The following business contingency scenarios have been identified along with the intended responses:

- In the event that one or more of City's systems or applications are deemed corrupted or inaccessible, the City Manager/Community Services Coordinator will work with the respective vendor(s) to restore data from the most recent cloud or local backup and, if necessary, acquire replacement hardware.
- In the event that the location housing the City's systems are no longer accessible, the City Manager/Community services Coordinator will work with the respective vendor(s) to acquire any necessary replacement hardware and software, implement these at one of the organization's other sites, and restore data from the most recent cloud backup.

As an important reminder, CIS covers data reproduction (subject to a deductible) for only one week.

Network Infrastructure

The organization will protect the corporate electronic communications network from the Internet by utilizing a firewall. For maximum protection, the corporate network devices shall meet the following configuration standards:

- Vendor recommended, and industry standard configurations will be used.
- Changes to firewall and router configuration will be approved by Community services Coordinator.
- Both router and firewall passwords must be secured and difficult to guess.
- The default policy for the firewall for handling inbound traffic should be to block all packets and connections unless the traffic type and connections have been specifically permitted.
- Inbound traffic containing ICMP (Internet Control Message Protocol) traffic should not be passed in from the Internet, or from any un-trusted external network.
- All web services running on routers must be disabled.
- Simple Network Management Protocol (SNMP) Community Strings must be changed from the default "public" and "private".

Network Servers

Servers typically accept connections from several sources, both internal and external. As a general rule, the more sources that connect to a system, the more risk associated with that system, so it is particularly important to secure network servers. The following statements apply to the organization's use of network servers:

- Unnecessary files, services, and ports should be removed or blocked. If possible, follow a server-hardening guide, which is available from the leading operating system manufacturers.
- Network servers, even those meant to accept public connections, must be protected by a firewall or access control list.

- If possible, a standard installation process should be developed for the organization's network servers. A standard process will provide consistency across servers no matter what employee or contractor handles the installation.
- Clocks on network servers should be synchronized with the organization's other networking hardware using NTP or another means. Among other benefits, this will aid in problem resolution and security incident investigation.

Network Segmentation

Network segmentation is used to limit access to data within the City's network based upon data sensitivity. The City maintains two wireless networks. The *guest* wireless network is password protected, and proper authentication will grant the user internet access only. Access to the *secure* wireless network is limited to City of Yachats personnel and provides the user access to the intranet.

Under the direction of the City Manager/Community Services Coordinator, the third-party network administrator manages the network user accounts, monitors firewall logs, and operating system event logs. The Community Services Coordinator authorizes vendor access to the system components as required for maintenance.

Protective Technology

Email Filtering

A good way to mitigate email related risk is to filter it before it reaches the user so that the user receives only safe, business-related messages. The City's current IT vendor, National Business Solutions with Vircom E Mail security will filter email at the Internet gateway and/or the mail server. This filtering will help reduce spam, viruses, or other messages that may be deemed either contrary to this policy or a potential risk to the organization's IT security. This policy will apply to any future third-party vendors or responsible employee.

Additionally, Vircom E Mail security in conjunction with ESET endpoint security may have been implemented to identify and quarantine emails that are deemed suspicious. This functionality may or may not be used at the discretion of the vendor's IT Manager.

Network Vulnerability Assessments

On a weekly basis, National Business Solutions will perform both internal and external network vulnerability assessments. The purpose of these assessments is to establish a comprehensive view of the organization's network as it appears internally and externally. These evaluations will be conducted under the direction of Community Services Coordinator to identify weaknesses with the network configuration that could allow unauthorized and/or unsuspected access to the organization's data and systems.

As a rule, "penetration testing," which is the active exploitation of organization vulnerabilities, is discouraged. If penetration testing is performed, it must not negatively impact organization systems or data.

DETECT (DE)

Definition: Develop and implement appropriate activities to identify the occurrence of a cybersecurity event. Detection activities will be required of any third-party vendor or responsible employee.

Anomalies and Events

The following logging activities are conducted by National Business Solutions under the direction of its IT Monitoring Agent.

- Domain Controllers - Active Directory event logs will be configured to log the following security events: account creation, escalation of privileges, and login failures.
- Application Servers - Logs from application servers (e.g., web, email, database servers) will be configured to log the following events: errors, faults, and login failures.
- Network Devices - Logs from network devices (e.g., firewalls, network switches, routers) will be configured to log the following events: errors, faults, and login failures.

Passwords should not be contained in logs.

Logs of the above events will be reviewed by the Community Services Coordinator at least once per month. Event logs will be configured to maintain record of the above events for three months.

Security Continuous Monitoring

Anti-Malware Tools

All organization servers and workstations will utilize ESET Security to protect systems from malware and viruses. Real-time scanning will be enabled on all systems and weekly malware scans will be performed. A monthly review of the tool dashboard will be conducted by Community Services Coordinator to confirm the status of virus definition updates and scans.

National Business Solutions utilizes ESET to protect mobile devices from malware and viruses.

Patch management

All software updates and patches will be distributed to all National Business Solutions via Scheduled deployment agent system as follows:

- Workstations will be configured to install software updates every week automatically.
- Server software updates will be manually installed at least monthly.
- Any exceptions shall be documented.

RESPOND (RS)

Definition: Develop and implement appropriate activities to take action regarding a detected cybersecurity incident.

Response Planning

The organization's annual security awareness training shall include direction and guidance for the types of security incidents users could encounter, what actions to take when an incident is suspected, and who is responsible for responding to an incident. A security incident, as it relates to the City's information assets, can be defined as either an Electronic or Physical Incident.

Community Services Coordinator is responsible for coordinating all activities during a significant incident, including notification and communication activities. They are also responsible for the chain of escalation and deciding if/when outside agencies, such as law enforcement, need to be contacted.

Electronic Incidents

This type of incident can range from an attacker or user accessing the network for unauthorized/malicious purposes to a virus outbreak or a suspected Trojan or malware infection. When an electronic incident is suspected, the steps below should be taken in order.

1. Remove the compromised device from the network by unplugging or disabling network connection. Do not power down the machine.
2. Report the incident to the Current Vendor (National Business Solutions) or City Manager/ Community Services Coordinator.
3. Contact the third-party service provider (and/or computer forensic specialist) as needed.

The remaining steps should be conducted with the assistance of the third-party IT service provider and/or computer forensics specialist.

4. Disable the compromised account(s) as appropriate.
5. Backup all data and logs on the machine, or copy/image the machine to another system.
6. Determine exactly what happened and the scope of the incident.
7. Determine how the attacker gained access and disable it.
8. Rebuild the system, including a complete operating system reinstall.
9. Restore any needed data from the last known good backup and put the system back online.
10. Take actions, as possible, to ensure that the vulnerability will not reappear.
11. Conduct a post-incident evaluation. What can be learned? What could be done differently?

Physical Incidents

A physical IT security incident involves the loss or theft of a laptop, mobile device, PDA/Smartphone, portable storage device, or other digital apparatus that may contain organization information. All instances of a suspected physical security incident should be reported immediately to the City Manager or Community Services Coordinator.

Notification

If an electronic or physical security incident is suspected of having resulted in the loss of third-party/customer data, notification of the public or affected entities should occur.

1. Contact CIS Claims at claims@cisoregon.org.
2. Inform your attorney
3. Complete this form if the breach involves more than 250 records.
<https://justice.oregon.gov/consumer/DataBreach/Home/Submit>

RECOVER (RC)

Recovery processes and procedures are executed and maintained to ensure timely restoration of systems and/or assets affected by cybersecurity events.

CIS will help with the recovery process. CIS may provide forensics services, breach coaching services, legal services, media services and assist in paying for notification expenses. The CIS claims adjuster will discuss with you the coverages and services offered by CIS.

Community Services Coordinator is responsible for managing and directing activities during an incident, including the recovery steps.

Recovery planning and processes are improved by incorporating lessons learned into future activities.

Restoration activities are coordinated with internal and external parties, such as coordinating centers, Internet service providers, owners of the affected systems, victims, and vendors.

External communications should only be handled by designated individuals at the direction of Community Services Coordinator. Recovery activities are communicated to internal stakeholders, executives, and management teams.

Appendix A – Acceptable Use Policy

The intention of this Acceptable Use Policy is not to impose restrictions that are contrary to The City's established culture of openness, trustworthiness, and uprightness. Understanding and adhering the organization's IT security policies is necessary to protect our employees and organization from illegal or damaging actions by individuals, either knowingly or unknowingly. Effective security is a team effort involving the participation and support of every employee. It is the responsibility of every computer user to know these guidelines and to conduct their activities accordingly.

Purpose

The purpose of this policy is to outline the acceptable use of computer equipment, email, and internet access at all locations. These rules are in place to protect the employee and the organization. Inappropriate use exposes the organization to risks including virus attacks, compromises of network systems and services, and legal liability.

Scope

This policy applies to both permanent and temporary employees of the organization. This policy applies to all equipment that is owned or leased by the organization.

1.0 Policy

The following actions shall constitute unacceptable use of the corporate network. The list also provides a frame of reference for types of activities that are deemed unacceptable. The user may not use the corporate network and/or systems to:

1. Engage in an activity that is illegal under local, state, federal, or international law.
2. Engage in any activities that may cause embarrassment, loss of reputation, or other harm to the organization.
3. Disseminate defamatory, discriminatory, vilifying, sexist, racist, abusive, threatening, obscene or otherwise inappropriate messages or media.
4. Engage in activities that cause an invasion of privacy.
5. Engage in activities that cause disruption to the workplace environment or create a hostile workplace based on a legally protected class.
6. Make fraudulent offers for products or services.
7. Install, download or distribute unlicensed or "pirated" software.
8. Reveal personal or network passwords to others, including family, friends, or other members of the household when working from home or remote locations.

Email

The following activities are strictly prohibited:

1. Using the email system to send or forward pornographic material.
2. Using the email system for any form of harassment whether through language, content, frequency or size of the message.
3. Sending unsolicited bulk email messages, including the sending of “junk mail” or other advertising materials to individuals who did not specifically request such material (email spam).
4. Sending or forwarding emails of a non-business nature to the “All Employee” list.
5. Sending or forwarding emails of a non-business nature with either an excessive number of attachments or attachments of excessive size (examples would be emails with numerous photos, video clips, or large PowerPoint presentations).
6. Creating or forwarding “chain letters,” “Ponzi” schemes or other get rich quick “pyramid” schemes of any type.
7. Using the email system in a manner that would violate the City’s Cybersecurity Policy.
8. Opening file attachments with file extensions such as .vbs, .exe, .com, or .sys.

Social Networking/Blogging

The following applies to social networking/blogging:

1. Employees are prohibited from using employer-owned equipment, including computers, organizationally licensed software or other electronic equipment, or organization time to conduct personal blogging. Personal social networking activities are prohibited.
2. Employees are expected to protect the privacy of the organization and its employees and are prohibited for disclosing personal employee and nonemployee information and any other proprietary and nonpublic information to which the employees have access.
3. Management strongly urges employees to report any violations or possible violations or perceived violations to supervisors or managers. Management investigates and responds to all reports of violations of the social networking policy and other related policies.
4. Only executive management are authorized to remove any content that does not meet the rules and guidelines of the policy or that may be illegal or offensive.
5. Views of the individual employee are not ever attributed to the City.
6. Posts must comply with existing policies re harassment and discrimination.
7. Posts must comply with existing policies re confidentiality and improper disclosures.
8. Online activities must not interfere or negatively affect work tasks or City, except for concerted activities.
9. Employees must not reference City or its services in the employee’s social medial posts, except for concerted activities.
10. The City logos should not be used in the employee’s work related social media posts, without City authorization
11. Posts must not violate copyright laws.
12. Consult the Employee Personnel Handbook for further clarification.

Clean Desk

A significant amount of confidential customer information is maintained in paper-based form. All staff members are responsible for ensuring that this information is properly safeguarded and is not improperly disclosed to unapproved third parties. In order to accomplish this, all employees are responsible for:

1. Ensuring that paper-based information is appropriately monitored and protected.
2. Ensuring that all confidential documents are properly locked-up at the end of each business day. Appropriate methods to secure documents include utilizing locking filing cabinets or desk drawers, etc.
3. Maintaining a “clean desk” or working area throughout the day and ensure there are no confidential documents in open view if absent from their desk for an extended period. This will help to ensure that confidential customer information is not inadvertently disclosed.

Computer Usage (Password)

The following password criteria will be used to access Windows workstations:

1. Minimum password length: 8 characters
2. Password complexity: requires alphanumeric and special characters
3. Prohibited reuse for four (4) iterations
4. Changed periodically every 90 days
5. Invalid login attempts set to three
6. Automatic logout due to inactivity = 30 minutes

Portable Devices

The following Portable Devices are allowed for organization use only:

1. Cell phones
2. Laptops
3. Digital cameras
4. Any type of USB memory device or USB mass storage device

2.0 Monitoring

Employees should have no expectation of privacy for any information they store, send, receive, or access via the organization’s network. Content monitoring of email by management may occur without prior notice. All other monitoring, including but not limited to, internet activity, email volume or size, and other forms of electronic data exchange may occur without prior notice by management.

Monitoring may occur without prior notice of a suspected violation, either in part or in whole, of the Acceptable Use Policy or the *City Cybersecurity Policy* is detected or reported.

3.0 Reporting

Employees must report to the City Manager when they learn of a suspected breach of information or have lost a laptop, telephone, or USB memory with City information.

4.0 Enforcement

Any employee found to have violated this policy may be subject to disciplinary action, up to and including termination of employment.

Signature

I have received a copy of the organization's Acceptable Use Policy as revised and approved by the management. I have read and understood the policy.

(Print your name)

(Signature)

(Date)

Appendix B – Confidentiality and Non-Disclosure Agreement

This Confidentiality and Nondisclosure Agreement (the "Agreement") is entered into by and between **The City of Yachats** ("Disclosing Party") and Vendor (**National Business Solutions**) ("Receiving Party") for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below. The parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information ("Confidential Information").

1. Definition of Confidential Information. For purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged. Examples of Confidential Information include the following:
 - Employee or customer Social Security numbers or personal information
 - Customer data
 - Entity financial data
 - Product and/or service plans, details, and schematics,
 - Network diagrams and security configurations
 - Communications about entity legal matters
 - Passwords
 - Bank account information and routing numbers
 - Payroll information
 - Credit card information
 - Any confidential data held for a third party
2. Exclusions from Confidential Information. Receiving Party's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives; or (d) is disclosed by Receiving Party with Disclosing Party's prior written approval.
3. Obligations of Receiving Party. Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors, and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions that are at least as protective as those in this Agreement. Receiving Party shall not, without the prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information. Receiving Party shall return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests, it in writing.
4. Time Periods. The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in confidence

shall remain in effect until the Confidential Information no longer qualifies as a trade secret or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.

5. Relationships. Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venture or employee of the other party for any purpose.
6. Severability. If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to affect the intent of the parties.
7. Integration. This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Agreement may not be amended except in a writing signed by both parties.
8. Waiver. The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

This Agreement and each party's obligations shall be binding on the representatives, assigns, and successors of such party. Each party has signed this Agreement through its authorized representative.

Disclosing Party

By: _____

Printed Name: _____

Title: _____

Dated: _____

Receiving Party

By: _____

Printed Name: _____

Title: _____

Dated: _____



**CITY OF YACHATS
RESOLUTION NO. 2020-146
A RESOLUTION ADOPTING A CYBERSECURITY PREVENTION PROGRAM**

WHEREAS, the Yachats City Council desired to create a Cybersecurity policy to establish an organizational culture to ensure that appropriate measures are implemented to protect our citizen's information and implement a cybersecurity prevention program, and

WHEREAS, upon the recommendation of CIS, and review by the City attorney, a cybersecurity policy was created, and

WHEREAS, the City Council reviewed the new cybersecurity policy on September 23, 2020,

NOW, THEREFORE, the City of Yachats resolves to adopt the cybersecurity policy.

This Resolution was adopted by the City Council on September 23, 2020 and is effective as of that date.

CITY OF YACHATS

By: _____
W. John Moore, Mayor

ATTESTED TO BY:

Shannon Beaucaire, City Manager