1. Agenda

    Documents:

        CC_WS_AGENDA_09-12-2016.PDF

2. Meeting Materials

    Documents:

        09-12-16 CITY BUILDINGS WATER TEST.PDF
        09-12-16 DEFERRED COMP ADMINISTRATIVE SERVICES AGREEMENT.PDF
        09-12-16 INSURANCE AGENT LETTER.PDF
        09-12-16 PROGRESS MATRIX-2016-UPDATED 9-7-16.PDF
        09-12-16 RESOLUTION FOR INCLUSION IN DEF COMP.PDF
        09-15-16 FISTERRA PACKET WAGE ANALYSIS 8-26-16.PDF
        10-13-16 CC WS MINUTES 09-12-16.PDF
        CC EXEC AGENDA 09-15-16.PDF
        ORDINANCE - CONSTRUCTION EXCISE TAX - SAMPLE.PDF

Yachats City Council Vision

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

CITY OF YACHATS

CITY COUNCIL WORK SESSION - 9:30 A.M.

Monday, September 12, 2016
Civic Meeting Room, Yachats Commons

I. Continued Discussion: Hwy 101 Project Update
   Pre-construction meeting held 9/01; new start date of 9/19
II. Continued Discussion: Vacation Rentals
   Allowing VR outright (Ord 346); limit by cap; limit by density
III. Continued Discussion: "No Fragrance" policy in The Commons
   Add 501 Building; add outside smoking distance; contract change
IV. Continued Discussion: Business cards with new logo
   Add new e-mail address (@yachatsmail.org)
V. New Discussion: Insurance agent of record for City
   Ron Cutter of Brown & Brown Northwest, Portland
VI. New Discussion: Deferred compensation allowed for employees
   Oregon Savings Growth Plan; no cost to the City
VII. New Discussion: Affordable housing proposal; sent to planning commission
   Fisterra Gardens Town Homes – Layne Morrill
VIII. Status Update: Water supply, building water tests, tank site appraisal
IX. Status Update: City Clerk III begins Sept. 12; Recorder retires Sept. 30
X. Monthly-Review: Status of Work on Measurable Objectives/Goals
XI. Approve agenda for September 15, 2016 City Council meeting

This meeting is open to the public and interested citizens are invited to attend. This is an open meeting under Oregon Revised Statutes, not a community forum; audience participation is at the discretion of the Council.

The meeting will be audio taped. Minutes of this and all public meetings are available for review in the City Office. The meeting place is accessible to persons with disabilities. Please let us know if you will need any special accommodations to attend the meeting by calling the City Recorder at 547-3565, or Oregon Relay 1-800-735-2900 (T.D.D.) two days in advance.

The City of Yachats does not discriminate on the basis of race, color, religion, creed, gender, national origin, age, disability, marital or veteran status, sexual orientation, or any other legally protected status.

Posted September 7, 2016
Joan Davies, City Administrator

ALG
ANALYTICAL LABORATORY GROUP
Delivering more than just test results

ALG ORELAP ID #OR100012
361 West 5th Ave
Eugene, OR 97401
TEL: (541) 485-8404 FAX: (541) 484-5995
Website:

Analytical Report

Date Reported **8/23/2016**

WO#:	1608223	**Received Date:**	8/3/2016 2:45:00 PM
CLIENT:	Yachats, City of - DW	**Sampler Name**	Rick McClung
Project:	Special Lead Samples	**Matrix:**	Drinking Water
PWS Number:	OR4100966	**Sample Type:**	Special
Sample Source:	DIST		

Lab ID: 1608223-001 **Client Sample ID** Commons Water Fountain 1 **Collection Date:** 8/3/2016 10:00:00 AM

Analyses	Method	Result	MCL	RL	Qual	Units	Date Analyzed	Analys
Lead	SM 3113 B	ND	0.0150	0.00200		mg/L	8/22/2016 2:11:00 PM	KG

Lab ID: 1608223-002 **Client Sample ID** Commons Water Fountain 2 **Collection Date:** 8/3/2016 10:00:00 AM

Analyses	Method	Result	MCL	RL	Qual	Units	Date Analyzed	Analys
Lead	SM 3113 B	ND	0.0150	0.00200		mg/L	8/22/2016 2:11:00 PM	KG

Lab ID: 1608223-003 **Client Sample ID** Bank Sink **Collection Date:** 8/3/2016 10:00:00 AM

Analyses	Method	Result	MCL	RL	Qual	Units	Date Analyzed	Analys
Lead	SM 3113 B	0.00328	0.0150	0.00200		mg/L	8/22/2016 2:11:00 PM	KG

Lab ID: 1608223-004 **Client Sample ID** WWTP Breakroom **Collection Date:** 8/3/2016 10:00:00 AM

Analyses	Method	Result	MCL	RL	Qual	Units	Date Analyzed	Analys
Lead	SM 3113 B	ND	0.0150	0.00200		mg/L	8/22/2016 2:11:00 PM	KG

Lab ID: 1608223-005 **Client Sample ID** WTP Sink **Collection Date:** 8/3/2016 10:00:00 AM

Analyses	Method	Result	MCL	RL	Qual	Units	Date Analyzed	Analys
Lead	SM 3113 B	ND	0.0150	0.00200		mg/L	8/22/2016 2:11:00 PM	KG

Qualifiers:

*	Value exceeds Maximum Contaminant Level (MCL)	A	Accredited by ORELAP
C	Value is below Minimum Compound Limit.	E	Value above quantitation range
H	Holding times for preparation or analysis exceeded	LOD	Limit of Detection
MCL	Maximum Contaminant Level	NAR	See note in Case Narrative
ND	Not Detected at the Reporting Limit	PL	Permit Limit

457 DEFERRED COMPENSATION PROGRAM ADMINISTRATIVE SERVICES AGREEMENT

oregon SAVINGS GROWTH PLAN

Local Government Entity
CITY OF YACHATS

This Agreement for administrative services is by and between CITY OF YACHATS (the "Employer"), with its principal place of business at 441 HWY 101 N, YACHATS , the State of Oregon, acting by and through its Public Employees' Retirement System ("PERS"), and ING Institutional Plan Services, LLC. ("ING"), a Delaware limited liability company with its principal place of business Braintree, Massachusetts, the Third Party Administrator ("TPA"). This Agreement shall be effective on the date it has been fully executed by every party.

WHEREAS, the Oregon Investment Council ("OIC") has established a deferred compensation investment program pursuant to ORS 243.421 (the "Program") and known as the Oregon Savings Growth Plan ("OSGP"), consisting of a "State Deferred Compensation Plan" available to eligible state employees and "Local Government Deferred Compensation Plans" available to eligible employees of local governments;

WHEREAS, PERS administers the Program in accordance with policies adopted by the Public Employees Retirement Board ("PERB") pursuant to ORS 243.435.

WHEREAS, PERS and TPA are parties to State of Oregon Personal/Professional Services Contract #PSK11015, effective October 8, 2010, and entered pursuant to Request for Proposal #1014-10 issued March 2010, under which Contract TPA provides third party recordkeeping and plan administration services for the OSGP;

WHEREAS, Employer has established a Deferred Compensation Plan (the "Plan") pursuant to Internal Revenue Code Section 457, 26 USC 457 ("IRC 457");

WHEREAS, Employer desires to invest the Plan's assets through the Program;

WHEREAS, ORS 243.474 authorizes PERS to permit Employer to invest the Plan's assets through the Program upon satisfaction of certain conditions;

WHEREAS, as a condition precedent to Employer's investment of the Plan's assets through the Program and in accordance with ORS 243.474(2) and ORS 243.478, Employer is required to enter into an Administrative Services Agreement with PERS pursuant to which Employer will receive administrative services in connection with the investment of the Plan's assets through the Program;

WHEREAS, PERS has requested TPA to provide certain administrative services directly to Employer in connection with Employer's investment of the Plan's assets through the Program;

WHEREAS, TPA has agreed to provide such services to Employer and PERS upon the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE I – SCOPE OF AGREEMENT

1.1 This Agreement sets forth the terms and conditions pursuant to which PERS and TPA agree to provide, and Employer agrees to purchase, administrative services for the Plan. TPA shall provide directly to Employer the administrative services set forth on Schedule A attached hereto and incorporated herein by this reference (the "TPA Services"). PERS shall provide directly to Employer the administrative services set forth on Schedule B attached hereto and incorporated herein by this reference (the "PERS Services"). TPA shall render the TPA Services and PERS shall render the PERS Services in accordance with data, documents, policies, interpretations, directives, rules, practices and procedures of the Program and in accordance with the terms and conditions of this Agreement.

1.2 TPA and Employer each acknowledge and agree that PERS may, in its sole and absolute discretion and with or without cause, terminate the services of TPA hereunder and select another person or entity to become party to this Agreement as the TPA hereunder. Any such termination shall be in accordance with the provisions of Articles XII and XIII.

ARTICLE II – RESPONSIBILITIES OF EMPLOYER

2.1 Prior to the commencement of the TPA Services specified in Schedule A and the PERS Services set forth on Schedule B, Employer shall furnish or cause to be furnished to the TPA, in a timely manner and in accordance with the specifications in Schedule A, all necessary information and data ("Employer Data") for the Plan as established in Schedule A. Employer data includes, but is not limited to, copies of the Plan and any amendments thereto and any demographic, payroll or other participant data necessary for the performances of TPA Services under this Agreement. Employer shall provide to TPA such additional policies, interpretations, practices, procedures and directions (collectively "Directions") as TPA may reasonably request to enable it to perform the TPA Services in accordance with Schedule A. Directions shall include any participant directions given in accordance with the terms of the Plan or related documentation.

2.2 Notwithstanding any other provision to the contrary, PERS and the TPA are not obligated to provide PERS Services and TPA Services, respectively, unless and until Employer provides timely, accurate and complete Employer Data to the TPA. Employer shall furnish or cause to be furnished to TPA all Employer Data specified in Schedule A in a timely manner and in accordance with the specifications of Schedule A. PERS' and the TPA's agreement to provide Services as contemplated in Schedule A and Schedule B is contingent upon the timely receipt of accurate and complete Employer Data from the Employer.

2.3 Employer shall be solely responsible for the accuracy and completeness of any Employer Data provided to the TPA. Upon request of the TPA, Employer shall promptly furnish or cause to be furnished accurate and complete Employer Data to correct any inaccuracies or incompleteness with respect to Employer Data previously provided to the TPA.

2.4 Employer shall review the Employer Data processed by the TPA and shall verify any such data and shall promptly notify the TPA and PERS in writing of any claimed error with respect to any processed Employer Data or report.

2.5 The Employer agrees to cause appropriate deductions to be made from the pay of participants in the Plan and to send by check or wire transfer the amount of the total deductions to the TPA or to such other facility or in such other manner as may be mutually agreed to between the Employer and PERS.

2.6 The Employer shall provide to the TPA, in such form as agreed upon by PERS and the Employer, a deferral listing with respect to each Plan participant's account to include, but not be limited to, name, address, Social Security number, and annual salary. This process is set out in more detail in Schedule A.

2.7 The Employer represents and warrants that it is an eligible public employer under IRC 457 and ORS 243.401 (11) and that its employees are persons in the employ of a public employer. The Employer acknowledges that it is utilizing the services and investments offered by the Program.

2.8 The Employer shall require it employees participating in the Plan to use enrollment forms and other documents required by PERS including, but not limited to, the Plan and Agreement, *Acknowledgment Form* and *Designation of Investment Options*, and *Designation of Beneficiary*, as they may be amended.

2.9 The Employer agrees to enforce limitations on any employee's individual transfers to or from any investment option that are imposed by PERS as described in Schedule A, section B.7 and Schedule B.

2.10 Notwithstanding any other provision of this Agreement, the Employer shall remain the responsible administrator of its Plan in accordance with ORS 243.478(2).

2.11 PERS may require the Employer to provide proof that its Plan complies with IRC 457, and may require an opinion of counsel or other assurances satisfactory to PERS that participation by Employer does not cause the State of Oregon to violate any federal or state laws or regulations related to investments and securities.

ARTICLE III – TPA'S OBLIGATION

3.1 TPA shall provide the TPA Services directly to Employer in accordance with the terms and conditions of this Agreement. TPA is directly liable to Employer for its failure to provide the TPA Services in accordance with the terms and conditions of this Agreement and for its breach of any other duty or obligation owed to Employer hereunder. Employer alone or with PERS may initiate legal action directly against TPA to enforce this Agreement against TPA.

3.2 TPA shall establish an account for each participant in the Plan and shall credit the amounts sent by the Employer on behalf of such participants to the investment options selected by such participants.

3.3 TPA shall withhold from distributions approved federal and state income taxes, according to instructions set forth on form W-4P completed by the participant. TPA shall remit such withholding to proper taxing authorities, and issue net funds to participant(s) or beneficiary(ies) in accordance with the withdrawal instructions in the *Benefit Application Packet* supplied by the participant. TPA shall issue a Form 1099R to those participants and beneficiaries who receive distribution(s) during the preceding year and retain a copy of such information on file for the period required by law.

3.4 TPA represents and warrants to Employer and PERS that:

(a) The TPA Services will conform to the description set forth in Schedule A as such schedule may be amended from time to time.

(b) TPA will use due care in providing the TPA Services.

(c) TPA shall render the TPA Services (and maintain its automated systems to render the TPA Services) in a manner that complies with all applicable federal and state laws and regulations.

3.5 A breach of TPA's duty of due care in the performance of TPA Services hereunder includes, but is not limited to, the following:

(a) Any processing error that results from a malfunction of TPA's automated systems or from errors or omissions of TPA or TPA's officers, employees, agents or contractors; or

(b) Any direct monetary loss suffered by the Plan as a result of a malfunction of TPA's automated systems or from errors or omissions of TPA or TPA's officers, employees, agents or contractors.

3.6 In the event of any breach of the duty of due care described in section 3.5, TPA shall, at TPA's sole expense, promptly correct any processing errors described in section 3.5(a) and reimburse to any impacted participant any direct monetary loss.

3.7 TPA will attempt to correct processing errors resulting from Employer's error, error by Employer's staff, or otherwise caused by the negligent acts of Employer's officers, employees and agents. TPA will bear reasonable costs of correcting TPA's records and correcting erroneous payments resulting from Employer's error provided that Employer promptly notifies TPA of such error and furnishes all data to TPA reasonably necessary to make such changes.

ARTICLE IV - PERS' RESPONSIBILITIES AND LIMITATION OF LIABILITY

4.1 PERS shall provide the PERS Services directly to Employer in accordance with the terms and conditions of this Agreement.

4.2 PERS shall notify Employer and Plan participants of all investment options included in the Program. The investment options available as of the date of this agreement are outlined in Schedule B. The investment options offered by the OSGP may be changed by the OIC at any time.

4.3 Pursuant to ORS 243.421, the OIC has exclusive authority for the design and implementation of the Program and PERS has exclusive authority for the administration of the Program in accordance with ORS 243.435.

4.4 All assets of the Plan invested by Employer through the Program will be held in the Deferred Compensation Fund created by ORS 243.411.

4.5 The State of Oregon, the State Treasurer, the OIC, PERS and its officers and employees shall not be liable by reason of:

(a) Any loss resulting from or caused by events or circumstances beyond PERS' reasonable control such as nationalization, expropriation, currency restrictions, acts of war or terrorism, riot, revolution, acts of God or other similar events or acts; and

(b) Acts or omissions of a Securities System, or (2) acts or omissions of, or related to, a Securities System. A Securities System shall mean securities that are held in the Federal Reserve book-entry system, in a clearing agency that acts as a securities depository or in another book-entry system for the central handling of securities.

4.6 A civil action for damages may not be brought against the State of Oregon, the State Treasurer, the OIC, PERB, or the officers or employees of the board by reason of any of the actions set forth in ORS 243.482.

ARTICLE V - FEES AND EXPENSES

5.1 In consideration of the PERS Services and TPA Services furnished hereunder, PERS may charge an annual Administrative Fee of up to two (2) percent of the assets of the Plan invested in the Program. The Administrative Fee will be assessed against the account of each Plan participant and the amount of the fee will depend on the investment options selected by the Plan participant. The Administrative Fee includes fees for record keeping, communications, counseling, customer services and custodial services. The current fee schedule is attached hereto as Schedule C. Employer understands and agrees that the fee schedule may be modified, periodically, to reflect any adjustments such as reduction/increase of mutual funds fees. Any new fee schedule shall become effective immediately upon written notice from PERS to Employer.

5.2 PERS may charge an additional fee assessed to a Plan participant's account when processing Plan-to-Plan Transfers-Out (from the Plan to another state, city, county, etc. in or out of the State of Oregon) and when processing Domestic Relations Orders or Loans.

5.3 If, in the performance of Services or Additional Services hereunder, TPA holds uninvested cash pending investment or distribution, TPA shall incur no liability for the payment of interest thereon to any other party, notwithstanding TPA's receipt of "float" from such uninvested cash. Such float shall constitute a part of TPA's overall compensation for Services and Additional Services hereunder.

5.4 The Administrative Fee includes a fee for TPA Services (custodial services and record keeping services). A portion of the Administrative Fee will be paid to TPA for the TPA Services. The amount of the fee for TPA Services is set in a separate agreement between PERS and TPA. PERS, Employer and TPA agree the amount of the fee set in the PERS – TPA agreement shall apply to the TPA services provided in this agreement.

ARTICLE VI - PLAN AMENDMENTS

6.1 PERS shall be under no obligation to process Plan amendments proposed by the Employer. Employer shall provide PERS with such amendments ninety (90) calendar days prior to the effective date of such amendment for PERS to review and accept or reject such amendments. If PERS accepts any amendments that materially affect any Plan record keeping or data processing requirements, which are also accepted by the TPA, PERS and Employer shall mutually agree upon appropriate adjustments to the administrative fee within the limits stated in Article V, 5.1.

6.2 Approvals of Plan amendments by PERS shall constitute PERS' acquiescence to the use of the documents involved and not its approval of their contents or their effect. The Employer shall assume full responsibility to PERS and to all interested persons for such contents and such effect.

6.3 The Employer shall be responsible for preparation and submission of any Plan(s) and Plan amendments for Internal Revenue Service determination. The Employer shall take all measures required under current federal law and applicable provisions of the Internal Revenue Code and Regulations, to assure the Plan(s) qualify as tax deferred retirement plan(s). PERS and the TPA shall be under no duty to question the measures taken by the Employer pursuant to Section 6.2 here of, and this Section 6.3.

ARTICLE VII - CONFIDENTIALITY

7.1 PERS, Employer and TPA agree that all confidential information communicated to each other during the term of this Agreement shall be received in strict confidence, shall be used only for the purposes of this Agreement, and no such information shall be disclosed to third parties by the recipient party, its officers, employees, consultants, or agents with out the prior written consent of the other parties. Each party agrees to take all reasonable precautions to prevent the disclosure to third parties of such information, including without limitation, the provisions of this Agreement and any incorporated Schedules, except as may be necessary by reason of legal, accounting or regulatory requirements as the case may be. The obligation to treat information and data as confidential shall not apply to information which:

(a) Is in the public domain, other than by any breach of this Agreement,

(b) Is in the possession of a party to this Agreement on the effective date hereof, and if it shall not have been obtained from the other party,

(c) Shall be developed by a party outside the scope of any agreement with the other party,

(d) Shall be obtained rightfully from third parties.

7.2 The provisions of this Article VII shall survive the expiration or termination of this Agreement and continue for so long as either party is in possession of data or information protected hereunder.

7.3 No party shall be bound under this Article to the extent that it acts under compulsion of law (such as the Oregon Public Records Law) or in accordance with the requirements of any national or local government or government instrumentality or any other body with whose requirements the parties may be required by law or practice to conform.

7.4 TPA shall use the information communicated by PERS or Employer to TPA pursuant to this agreement solely for purposes of performing this agreement.

ARTICLE VIII - COMPUTERIZED REPORTING SERVICES

8.1 The Employer agrees to use the equipment, computer programs and other information supplied by the TPA solely for its own internal use and benefit and not for resale or other transfer or disposition to, or use by or for the benefit of, any other person or organization without prior written approval of PERS and the TPA.

The Employer acknowledges that the databases, computer programs, screen formats, screen designs, report formats, interactive design techniques, and other information furnished to the Employer by the TPA may constitute copyrighted trade secrets or proprietary information of substantial value to the TPA. Such databases, programs and other information are collectively referred to below as "Proprietary Information" provided "Proprietary Information" does not include Employer data supplied by Employer or PERS, data and information TPA is required to provide Employer or PERS pursuant to the terms of this agreement, formats, screen designs, report formats, and other information Employer or PERS utilized prior to TPA being retained to provide its services. Also "Proprietary Information" does not include information listed in section 7.1 (a)-(d). Subject to the Oregon Public Records Law, the Employer agrees that it shall treat all Proprietary Information as proprietary to the TPA and that it shall not divulge any Proprietary Information to any person or organization except as expressly permitted hereunder. Without limiting the foregoing, the Employer agrees for itself and its employees and agents:

(a) To use such programs and databases (i) solely on equipment at Employer's locations agreed to between the Employer and PERS and (ii) solely in accordance with the TPA's applicable user documentation;

(b) To refrain from obtaining unauthorized access to any programs, data or other information owned by the TPA, and if such access is accidentally obtained, to respect and safeguard the same as Proprietary Information;

(c) To refrain from causing or allowing information transmitted from the TPA's computer to the Employer's terminals to be retransmitted to another computer, terminal or other device except to the extent such information was originally provided by Employer or is information Employer or PERS is paying TPA to provide pursuant to this agreement;

(d) That the Employer shall have access to only those authorized transactions as agreed to between the Employer and PERS;

(e) To honor reasonable written requests made by TPA to protect at TPA's expense the rights of TPA in Proprietary Information at common law, under the federal copyright statutes and under other federal and state statutes.

8.2 Notwithstanding the provisions of Articles VII and VIII, in the event the contract with the present TPA is not renewed or is otherwise terminated, TPA agrees in accordance with Articles XII and XIII to cooperate with Employer, PERS, and the newly selected TPA in transferring data and information to the newly selected TPA. Such data shall be in a format reasonably requested by PERS.

8.3 The Employer hereby acknowledges that the TPA data and information available to Employer may include unaudited information.

ARTICLE IX - OWNERSHIP OF WORK PRODUCT

9.1 All work product that results from this agreement (the "Work Product") is the exclusive property of PERS. PERS and TPA intend that such Work Product be deemed "work made for hire" of which PERS shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," TPA hereby irrevocably assigns to PERS all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. TPA shall execute such further documents and instruments as PERS may reasonably request in order to fully vest such rights in PERS. TPA forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modification.

ARTICLE X - SECURITY CODES

10.1 If the TPA has issued to the Employer, or to any agent appointed by the Employer, security codes or passwords in orde that the TPA may verify that certain transmissions of information, including directions or instructions, have been originated by the Employer or its agent, as the case may be, Employer shall indemnify and hold harmless PERS and the TPA, to the extent and in the manner provided in Section 11.2 hereof, for any actions or omissions by PERS or the TPA made in reliance upon receipt by PERS or TPA of transmissions of information with the proper security code or password, including communication purporting to be directions or instructions, which PERS or TPA reasonably believes to be from the Employer or its agents.

ARTICLE XI - INDEMNIFICATION

11.1 (a) GENERAL INDEMNITY. The Employer, to the extent permitted by the Oregon Constitution, any Oregon Statute and the Employer's Charter and ordinances, and TPA shall defend, save, hold harmless, and indemnify the State of Oregon and PERS and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorneys fees, resulting from, arising out of, or relating to the activities of Employer or TPA, as the case may be, or their officers, employees, subcontractors, or agents under this Agreement.

(b) INDEMNITY FOR INFRINGEMENT CLAIMS. Without limiting the generality of section 11.1(a), Employer and TPA expressly agree to defend, indemnify, and hold PERS, the State of Oregon and their agencies, subdivisions, officers, directors, agents, and employees harmless from any and all claims, suits, actions, losses, liabilities, costs, expenses, including attorneys fees, and damages arising out of or related to any claims that the work, the work product or any other tangible or intangible items delivered to PERS by Employer or TPA that may be the subject of protection under any state or federal intellectual property law or doctrine, or PERS' use thereof, infringes any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other proprietary right of any third party; provided, that state shall provide Employer or TPA, as the case may be, with prompt written notice of any infringement claim.

(c) CONTROL OF DEFENSE AND SETTLEMENT. Employer or TPA, as the case may be, shall have control of the defense and settlement of any claim that is subject to sections 11.1(a) or 11.1(b); however, neither Employer, TPA, nor any attorney engaged by Employer or TPA shall defend the claim in the name of the State of Oregon 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 first receiving from the Oregon Attorney General, in a form and manner determined appropriate by the Attorney General, authority to act as legal counsel for the State of Oregon, nor shall contractor settle any claim on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event that the State of Oregon determines that Employer or TPA, as the case may be, is prohibited from defending the State of Oregon, or is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue and the State of Oregon desires to assume its own defense.

11.2 To the extent permitted by the Oregon Constitution, any Oregon Statute and The Employer's Charter and ordinances, the Employer shall indemnify and hold the TPA harmless from any and all liability claims, damages, costs or expenses (including reasonable attorney's fees) arising from or claimed to have arisen from; (i) actions the TPA performs upon any direction, instruction, request or representation of the Employer (including any direction, instructions, request or representation of the Employer to the TPA to perform TPA Services other than as provided in this agreement); (ii) claims arising from any action or omission of a prior TPA, trustee or investment manager; (iii) a breach of any duty by PERS in administering or investing of funds in the Deferred Compensation Fund, a breach of any duty by PERS in administering or investing of the funds for participating local governments; (iv) any losses suffered by a local plan participant because of participant's choice of an investment option available through the deferred compensation investment program established under ORS 243.421; (v) any claim PERS, it officers, employees or agents violated federal or state security laws. This right to indemnification does not cover any liability, claims, damages, costs or expenses arising from the TPA's negligence or bad faith, or failure to perform its obligations under this agreement.

ARTICLE XII - TERMINATION

12.1 Employer or PERS may terminate this Agreement upon 30 days advance written notice to all other parties to this Agreement. Any termination by Employer or PERS pursuant to this section 12.1 shall terminate this Agreement in its entirety except for those obligations that expressly survive termination provided in Article XX.

12.2 TPA may terminate TPA's rights and obligations under this Agreement upon 180 days advance written notice to all other parties to this Agreement. Any termination pursuant to this section 12.2 shall terminate only the rights and obligations of TPA under this Agreement, other than the obligations of TPA that expressly survive termination. Termination of TPA's rights and obligations under this Agreement pursuant to this Section 12.2 shall not terminate this Agreement as between PERS and Employer and this Agreement shall remain in full force and effect between PERS and Employer until terminated in accordance with Section 12.1. TPA shall not, without the consent of PERS, terminate its rights under this agreement without also terminating its rights under its agreement with PERS with respect to the State Deferred Compensation Plan.

12.3 PERS may terminate TPA's rights and obligations under this Agreement upon 30 days advance written notice to all other parties to this Agreement. Any termination pursuant to this Section 12.3 shall terminate only the rights and obligations of TPA under this Agreement, other than the obligations of TPA that expressly survive termination. Termination of TPA's rights and obligations under this Agreement pursuant to this Section 12.3 shall not terminate this Agreement and this Agreement shall remain in full force and effect between PERS and Employer until terminated in accordance with Section 12.1.

ARTICLE XIII - EFFECT OF TERMINATION

13.1 Following notice of termination of this Agreement pursuant to Section 12.1 or notice of termination of TPA's rights and obligations under this Agreement pursuant to Sections 12.2 or 12.3, TPA shall:

(a) Prepare and deliver stored Employer Data files and related materials, in TPA's format or, at PERS' option, in a format reasonably requested by PERS, to Employer or its agent at the time reasonably requested by PERS and otherwise cooperate with PERS and Employer in the transmission of data to a successor TPA.

(b) TPA shall fully cooperate with PERS and Employer and the successor TPA in performing all actions necessary to effect the transfer to the successor TPA on the date of termination all assets, funds and property held by TPA under his agreement. Such assets, funds and property shall be delivered in a form acceptable to PERS.

13.2 Following notice of termination of TPA's rights and obligations under this Agreement pursuant to Sections 12.2 or 12.3, PERS shall:

(a) Select a successor TPA ("New TPA"); and

(b) Coordinate the transfer of the Employer Data files and related materials and fund assets to the New TPA.

13.3 Employer acknowledges and agrees that PERS has sole power and authority to select any New TPA under this Agreement. Employer agrees that any New TPA will become a party to this Agreement as the TPA and with all the rights and obligations of the TPA hereunder upon execution by PERS and the New TPA of an Addendum to Administrative Services Agreement in the form attached hereto as Exhibit A (the "Addendum") and delivery of the executed Addendum to Employer in accordance with the notice provisions of this Agreement.

13.4 Employer further acknowledges and agrees that PERS has the right and power to negotiate changes in the TPA Services ("New TPA Services") with the New TPA and that such changes shall be binding on Employer under this Agreement so long as the New TPA Services are substantially similar to the TPA Services. The New TPA Services shall become the TPA Services under this Agreement upon the delivery of a new Schedule A to Employer.

13.5 Transfer of Employer Data files (and any other information or records governed by this Agreement) and Fund assets pursuant to termination shall be at no additional cost to PERS or Employer; provided, however, that if TPA incurs extraordinary costs to transfer Employer Data files (or any other information or records governed by this agreement), Employer shall reimburse TPA for such extraordinary costs. TPA shall submit monthly invoices to Employer for such extraordinary costs. The invoices shall describe all work performed for which the extraordinary costs are incurred with particularity, by whom the work was performed, and shall itemize and explain all extraordinary costs for which TPA claims reimbursement. Each invoice also shall include the total amount invoiced to date by TPA prior to the current invoice. Extraordinary costs shall not include the following costs:

(a) To transmit data in readable form in TPA's format or a format TPA is already using with respect to TPA Services provided to Employer or PERS.

(b) To transmit data or reports that TPA is being paid to provide pursuant to this agreement.

(c) Similar to costs incurred by previous TPA, when ING became the new TPA under the present OSGP.

13.6 The TPA, PERS and Employer agree to cooperate with each other to ensure an orderly termination process.

13.7 Upon termination TPA shall be entitled to pro rata fees, except as provided in paragraph 3.7.

13.8 If PERS is delayed by causes other than those caused by the TPA, its agents or subcontractors, in phasing out the services provided by this agreement beyond the effective date of termination, the TPA shall provide (at PERS' request) extended operation services for a period not to exceed six (6) months from the effective date of termination. Such services shall be provided at the same compensation rate as provided under this agreement.

ARTICLE XIV - FORCE MAJEURE: OTHER FAILURES OR DELAYS

14.1 Neither party shall be liable to the other for any failure to comply with the terms of this Agreement, for any delay in the performance thereof or for failure to perform under the terms and provisions of this Agreement, where such failure or delay is due to causes beyond such party's reasonable control, provided the party whose performance is so delayed promptly notifies the other party of the cause of such delay, the delay is of no greater scope or of no greater duration than required by the circumstances and the party claiming such delay promptly employs all reasonable efforts to remove or avoid the cause of delay and resumes performance of its obligations hereunder.

ARTICLE XV - GOVERNING LAW, VENUE; CONSENT TO JURISDICTION

15.1 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 any of PERS (and/or any other agency or department of the State of Oregon), Employer and TPA that arises from or relates to this Agree ment shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District 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 it is 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. EMPLOYER AND TPA, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

ARTICLE XVI - COMPLIANCE WITH APPLICABLE LAW

16.1 Employer and TPA shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Agreement. Without limiting the generality of the foregoing, Employer and TPA expressly agree to comply with the following laws, regulations and executive orders to the extent they are applicable to the this Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Read justment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to this Agreement and required by law to be so incorporated. PERS' performance under this Agreement is conditioned upon Employer's and TPA's compliance with the provisions of ORS 279.312, 279.314, 279.316 and 279.320, which are incorporated by reference herein. Employer and TPA shall, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper (as defined in ORS 279.545(4)), recycled PETE products (as defined in ORS 279.545(5)), and other recycled products (as "recycled product" is defined in ORS 279.545(6)).

ARTICLE XVII - SCHEDULES

17.1 The Schedules attached to this Agreement and referred to herein shall be deemed to be a part hereof. If there is any conflict between the terms of the Agreement and the terms of the schedules, the terms of this Agreement shall have precedence.

ARTICLE XVIII - TERM OF AGREEMENT

18.1 This Agreement shall become effective as of the date stated in the first paragraph of this Agreement and shall continue in full force and effect until terminated as provided in Article XII.

ARTICLE XIX - SEVERABILITY

19.1 If any provisions of this Agreement shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall continue to be fully effective, provided that the parties shall exercise their best efforts in good faith to replace by mutual agreement any such invalid or unenforceable provision that in the opinion of either party materially affects their position under the Agreement.

ARTICLE XX - MISCELLANEOUS

20.1 The Employer represents and warrants that the Deferred Compensation Investment Program in which participants will be investing is held in trust with the Employer acting as trustee for the exclusive benefit of participants and their beneficiaries in accordance with IRC 457(g).

20.2 No party to this Agreement shall assign its rights or delegate its duties or responsibilities under this Agreement, or subcontract any of its responsibilities, except as expressly provided in this Agreement, without the prior written approval of the other parties. Such approval shall not be unreasonably withheld. Unless otherwise expressly stated in such approval by a party, any such assignment or delegation shall not relieve the assignor or delegator of any of its duties or obligations under this Agreement.

20.3 This agreement and the provisions thereof shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties.

20.4 This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

ARTICLE XXI - SURVIVABILITY

21.1 The provisions of Articles VII, XI, XIII, XV, XIX and sections 3.4, 3.5, 3.6, 4.5, 4.6, 8.2, 9.1 and 11.2 shall survive the termination of this agreement.

ARTICLE XXII - NOTICES

22.1 Notices and demands to be given under this Agreement by one party to another shall be given by United States mail, certified, addressed to the party to be notified or upon whom a demand is being made, at the respective addresses set forth in this Agreement or such other place as any party may, from time to time, designate in writing to the other parties. Notice shall be deemed to be effective on the day the notice is mailed.

If to Employer: CITY OF YACHATS
PO BOX 345
YACHATS OR 97498

If to PERS: **Oregon Public Employees' Retirement System**
Attn: Gay Lynn Bath, OSGP Manager
800 Summer Street N.E., Suite 200, Salem, OR 97301

If to ING: **ING**
c/o Oregon Savings Growth Plan
30 Braintree Hill Office Park
Braintree, MA 02184

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

CITY OF YACHATS OR (Employer)

Signature	Date 09/15/2016
Printed Name RONALD L. BREAN	Title MAYOR

Oregon Public Employees' Retirement System

Signature	Date
Printed Name	Title

ING

Signature	Date
Printed Name	Title

EXHIBIT A

ADDENDUM TO ADMINISTRATIVE SERVICES AGREEMENT

This Addendum to Administrative Services Agreement (the "Addendum") is executed as of _____ by _____ ("New TPA"). By execution of this Addendum, New TPA agrees to become a party, as the "TPA" thereunder, to that certain Administrative Services Agreement dated as of _____ by and among the Oregon Public Employees' Retirement System ("PERS"), _____ ("Employer") and a TPA (the "Administrative Services Agreement"). New TPA shall become a party to the Administrative Services Agreement as the TPA thereunder and shall have all the rights and obligations of the TPA thereunder on the date PERS delivers this executed Addendum to Employer in accordance with the notice provisions of the Administrative Services Agreement (the "Effective Date"). If PERS and TPA have agreed to any changes to the TPA Services from those in existence prior to the Effective Date, a full description of the TPA Services as agreed to between PERS and TPA is set forth on the Schedule of TPA Services attached hereto and this Schedule of TPA Services shall become Schedule A to the Administrative Services Agreement on the Effective Date, replacing in its entirety any Schedule A to the Administrative Services Agreement in existence prior to the Effective Date. All capitalized terms used but not defined herein or in the TPA Services replacing Schedule A to the Administrative Services Agreement shall have the meanings assigned thereto in the Administrative Services Agreement.

(NEW TPA)

Signature	Date
Printed Name	Title

ACCEPTED AND AGREED TO:

OREGON PUBLIC EMPLOYEES RETIREMENT SYSTEM

Signature	Date
Printed Name	Title

Print Form *Clear Fields*

8/18/16

Ms. Joan Davies
City Administrator
City of Yachats
P.O. Box 345
Yachats, OR 97498

RE: Insurance Agent of Record

Dear Joan:

Hopefully you are settling in at the City of Yachats!

As you know, my firm provides Insurance Agent of Record services to many of Oregon's governmental entities. It is my understanding; the City of Yachats is "going direct" to CIS and not working with an agent. CIS allows this as an option, however is on record as preferring their members work with agents. CIS tries to keep as lean as a staff as possible and they just don't have the personnel to work with a lot of their members directly.

As the Agent of Record for the City of Hines, you are familiar with our services. We are a sounding board for the City on all issues risk related and we walk you through the insurance procurement process so it is seamless. A few of the benefits of working with an agent with significant experience in the public sector are as follows:

1. The City has an advocate – As you are aware, sometimes claim situations do not go as planned. Having an experienced agent such as BBNW to advocate on your behalf is invaluable.
2. The City has a better understanding of the CIS program – BBNW knows the CIS program better than anyone. We can detail the benefits of the program, but we will also help you avoid the minefields.
3. BBNW offers risk management services – Should the City incur a risk related issue, its highly probable BBNW has addressed it before. We offer risk management consulting services at no additional cost. We are the only insurance agency in Oregon that employs 7 full time claims and risk consultants. The City would have full access to these experts.
4. Negotiating strength – Based on our volume of business with CIS, we are better positioned to negotiate on the City's behalf. CIS's premiums have been steadily increasing over the last few years. Having BBNW to minimize those increases pays dividends for the City.

Brown & Brown NW (BBNW) is the insurance Agent of Record for several of Oregon's cities. Our current customers include:

City of Gresham City of Tigard

City of Springfield	City of West Linn
City of King City	City of Salem
City of Medford	City of Molalla
City of Hines	City of Burns
City of Milwaukie	City of Tualatin
City of Beaverton	City of Eugene
City of Fairview	City of Sandy
City of Cottage Grove	City of Bend
City of Sisters	City of Redmond
City of Prineville	City of Oregon City
City of Ashland	City of Wood Village

Based on our experience, BBNW is the largest provider of insurance Agent of Record services to Oregon's public sector. Also, we are the largest CIS agency in the state.

CIS compensates agents 10% for Agent of Record representation. This does not mean however that the City's premiums will automatically increase by 10% by hiring BBNW. As stated earlier, CIS prefers their members use the services of an experienced Agent of Record and as such, they minimize the increase to the member as much as possible.

Joan, I would love to chat with your Council about this. I am planning on attending the work session on September 12th, unless I hear from you differently.

Looking forward to our meeting!

Sincerely,

Ron Cutter
Sr. Vice President
Brown & Brown NW

c.c. Wendy DiChiara, Brown & Brown NW

COUNCIL PROGRESS MATRIX 2016 ***GOAL: To provide for the effective governance of the City of Yachats***

Goal/Objective	Individual or Team Assigned	Shepherd	Progress
Convene a team to consider City management of the State Park facilities in Yachats. a. Yachats State Park b. Smelt Sands c. Yachats Ocean Road d. 804 Trail	Team to be convened	Brean	06-01-16 Discussed possibility of City taking over State Park. A future meeting needed. 05-09-16 Conversations with State Parks Regional Director.
Hire and work with City Administrator for fully coordinated transition to the new structure and evaluate staff roles as it relates to the organizational study.	City Administrator	Frye	05-09-16 City hired City Administrator COMPLETED
Convene an ad-hoc committee to consider appropriate uses of Visitor Amenities funds to attract visitors and to serve the needs of the residents as well. (Public art, visitors serving facilities, marketing efforts, festival support, etc.). Committee will make recommendations to the City Council.	Committee to be convened	Brean	09-07-16 City Administrator working with Chamber Events Coordinator and Facility Manager on events 05-09-16 Approved $50k in 2016-17 budget for projects and a contract with Chamber to hire coordinator. Task Force still needs to convene.
Continue development of emergency plans and resilience preparedness.	Emergency Preparedness Committee	Glenn	06-01-16 Worked with committee, media on public notices for drill 05-09-16 Coordinated with the media for the June 10 Drill
Convene an ad-hoc committee to consider methods of more effectively communicating the programs, activities, policies, processes, topics of council discussion to the citizens of Yachats. Recommendations of this committee will be made to Council, including general communications, social media considerations and new ideas. This committee will be chaired by the new City Administrator.	Committee to be convened	Glenn	09-07-16 Still waiting to hear from Chamber about social media position; using multiple sites for info outlets
Develop plans for diversifying revenue opportunities. a. Franchise fees b. Street district or utility fee c. Grant writing d. Methods for funding workforce housing	Finance Committee	Brean (Glenn assisting with item d.)	06-01-16 Glenn asked City Planner to look into recently-passed law re: inclusionary housing. Brean: talked with County regarding workforce housing on two small lots the County purchased as part of 804 Trail Settlement Agreement. Brean: possible street fee to put within water/sewer bill, not as an increase. Money could be used for streets now, transferred to reserves accounts if not needed later.

Work with Library Commission to develop/revise a strategic plan. a. Library operations b. Library location c. Funding strategies d. Bequest allocation	Library Commission	Dunn	05-09-16 Library Commission has some sub-committees set up to meet more often to work on the planning. 04-11-16 Library Commission will meet more often to begin work on updating strategic plan. Task Force to start needs assessment.
New accounting software	IT Committee	Scott	09-07-16 Scott has reviewed several programs and has found one that fits City's needs; working on coordination now
Develop 50 year city anniversary logo for council approval	Marketing Committee	Dunn	04-11-16 Agreed to hire a graphic artist to design logo COMPLETED
Continue improvements in IT capabilities	IT Committee	Scott	09-7-16 Integrating data. Google log-in process completed for the City's database site and the Facebook capabilities will be done shortly. He is also working on the integration of data to the City's database from the MuniBilling records
Develop and implement service satisfaction instruments	City Administrator and IT Team	Scott	06-01-16 Scott has been researching online survey capabilities for the service satisfaction instrument and found one that is reasonable. Mayor to develop survey questions.
Finalize plans for 501 building	Bank Team	Glenn	09-07-16 City Administrator having HVAC, window cleaning, electrical outlets, grounds and tree care done. Next is plumbing repairs. Now scheduling events with Events Coordinator and Facilities Manager 06-01-16 Working on list of people to interview for remodeling 05-09-16 Recommendations for the 501 Building Study Group is on May 12, 2016 agenda

Complete Highway 101 improvements including undergrounding of electric service	Public Works	City Council	09-07-16 Project to begin 09-12-16
Complete south city reservoir project	Public Works	City Council	09-07-16 Negotiating with owners; exec session 09-15-16. Appraisal completed 06-01-16 McClung reported on the alternative site and the cost savings if the tank were built there instead of current site.
Increase parking in the core business area	City Planner	Frye	5-9-16 Brean reported that City is looking at a lot, and trying to make an agreement with an adjoining property owner for additional access that would increase the number of available spaces and make the lot easier to develop for parking.
Complete south city entrance sign	Public Works	Dunn	On hold
Work with the County to complete upgrade and repairs to Ocean View Drive and the 804 south trail	Public Works	Brean	06-01-16 Brean has been working with the State and the County on improvements to Ocean View Drive that would allow City to take over jurisdiction. State Park naturalists want to move the camas that is blooming. The archaeologists also need to do assessment of the area before road can be moved.
Participate in programs that seek to bring health care services to Yachats.	Frye	Frye	09-07-16 Info meeting held 08-28 at 501; 45 attended; good interaction with LCHC staff 05-09-16 Lincoln County Community Health Clinic conducted a site visit to look at potential places for clinic. Their Board Meeting will be May 10. They liked the space in the Commons if City Hall moved to the 501 Building.
Revisit backyard chicken concept	Brean	Brean	05-09-16 City Council agreed to pilot program. Res. 2016-05-05 adopted on 05-12-16. COMPLETED

Continue efforts to develop public transportation options to the south	Dunn	Dunn	05-09-16 Grant received for a pilot Lincoln County-Florence transportation connection project. Money to come in around July 1 after reviews.
Continue to participate and provide leadership in marketing endeavors that enhance business opportunities and that provide benefit to Yachatians as well.	Marketing Team	Dunn	09-07-16 Team working on events for 50/100 anniversary.
Find appropriate means of protecting the character of Yachats from the negative implications of formula business models.	Planning Commission	Frye	09-07-16 Planning Commission still working on language for council ordinance
Improve the visual appeal of Yachats: a. Address "blight" appearance in neighborhoods and business areas. b. Devise a method of encouraging and displaying public art, especially kinetic art.	Convene an ad-hoc Committee	Glenn	5-9-16 Glenn: not sure who should convene committee; now he knows he is authorized, he will. 6-1-16 Glenn is putting together a list of names for ad-hoc committee to improve City visual appeal. Glenn thinks City needs public art plan, but planters have already been installed and fundraising for "Portia" statue.
Re-visit and solidify City policies related to vacation rentals.	City Council	City Council	09-07-16 Vacation rentals on agenda 05-09-16 City Council began discussion regarding possible cap on the number.
1. Participate in alternative energy projects. a. Encourage solar systems. b. Explore opportunities for city participation in EIP wind energy project.	Finance Committee	Brean	06-01-16 Brean said he and others met with PUD regarding the preliminary plans to bring alternative energy to City. Brean said Burkle device can actually store energy even if power is made by Bonneville. 05-09-16 Met with PUD to talk about Burkle's energy machine.
Work with Planning Commission to develop appropriate policies for industrial businesses.	Planning Commission	Scott	05-09-16 Planning Commission is working on a definition. 06-01-16 Scott said Planning Commission has been working on definition of "light industrial" use. Planning Commission will hold public hearing on language; wants to require that any industrial use include retail space.

Work with other governmental entities to explore more efficient and productive use of wastewater bio-solids.	Public Works	Brean	
Plan for the long-term development of additional raw water storage.	Finance Committee and Public Works	Brean	09-07-16 McClung and Davies met 08-17-16 with IFA and Water Source Protection 06-01-16 McClung said the City could qualify for a matching grant to develop additional raw water storage. There are some steps the City will need to take first, such as a water source protection plan and a feasibility study. May be a small grant for study.
Work with the Planning Commission on developing policies that might lead to certification as an International Dark Sky Community.	Planning Commission	Scott	09-07-16 Dark Sky considerations included in Hwy 101 project lighting considerations. No development by Planning Commission yet. 06-01-16 Scott said Planning Commission has issue on agenda, but they are working on formula businesses and new steep slope building regulations, so it may be some time before they get to Dark Sky. 05-09-16 Planning Commission will add Dark Sky to agenda.

Created date: March 29, 2016

Last update: September 7, 2016

RESOLUTION FOR INCLUSION UNDER THE STATE OF OREGON DEFERRED COMPENSATION PLAN

oregon SAVINGS GROWTH PLAN

LOCAL GOVERNMENT PROGRAM

The CITY COUNCIL (Governing Body) of CITY OF YACHATS OR (Employer), pursuant to the provisions of Oregon Revised Statutes (ORS) 243.474, which provides in part that:

"A local government that establishes a deferred compensation plan may invest all or part of the plan's assets through the deferred compensation investment program established by the Oregon Investment Council (OIC) under ORS 243.421,"

Hereby determines to be included in the State of Oregon Deferred Compensation Investment Program, also known as the Oregon Savings Growth Plan, established by the OIC under ORS 243.421 and administered by the Public Employees Retirement Board according to ORS 243.435 for its eligible personnel.

Be it further resolved that the proper officers are herewith authorized and directed to take all actions and make such reductions and submit such deferrals as are required by the Public Employees Retirement Board of the State of Oregon pursuant to ORS 243.478 (1), and

Be it further resolved that Employer agrees to be bound by the terms and conditions of the contracts between the State, its investment providers and record keeping company, and the "Plan Document" as identified in ORS 243.401 to 243.507 and TPA services as amended from time to time. Specifically, without limitation, Employer agrees to appoint its governing body as Trustee of its Plan, as required by Section 457(g) of the Internal Revenue Code (IRC), 26 USC 457(g)(2). The Employer certifies it is an "eligible employer" under IRC Section 457(e)(1) and has received a copy of the Plan Document and TPA Services.

Be it further resolved that Employer shall submit a certified copy of this resolution and "Notification Memo" to the State of Oregon, Public Employees Retirement System (PERS) as the Plan Administrator.

Be it further resolved that the Governing Body and Employer, recognize the PERS Board's responsibility for maintaining the integrity of the Plan and hereby agree to cooperate fully with the Plan Administrator in accordance with procedures established by PERS, including without limitation in processing requests for withdrawal in case of an unforeseeable emergency as defined in IRC Sec. 457(b)(5) and Treasury Regulations 1.457-2(h)(4) and (5).

DESIGNATION OF AGENT

The person in the following position is hereby designated as the agent in matters pertaining to the State of Oregon Deferred Compensation Investment Program.

Title CITY ADMINISTRATOR

Agent JOAN DAVIES

Address PO BOX 345

YACHATS OR 97498

Phone Number (541) 547-3565

E-mail address Joan@mailyachatsoregon.org

Office Hours 8:30a-4:30p, Mon-Fri

Alternate Agent SHEILA VOGE, City Clerk III

Phone Number (541) 547-3565

Fax Number (541) 547-3063

SL3

CERTIFICATION

I hereby certify that the foregoing resolution is a true, correct and complete copy of the resolution duly and regularly passed by the CITY COUNCIL (Governing Body) of CITY OF YACHATS OR (Employer Name) of LINCOLN (County) on the 15th day of September, 2016 and that this resolution has not been repealed or amended, and is now in full force and effect.

Dated this 15th day of September, 2016.

X
Governing Body Authorized Signature

Mayor
Title

Mailing Address
PO Box 345, Yachats OR 97498

NOTIFICATION MEMO

Employer Name CITY OF YACHATS	Daytime Phone (541) 547-3565
Address PO BOX 345	County LINCOLN
City, State, Zip YACHATS OR 97498	Federal Identification Number 930556954
Number of Employees 8	PERS Employer Number 512053
Employer Representative (Name) JOAN DAVIES	

PAYROLL DATA

1. Deferral will be submitted by: _____ Check X Wire. Back-up documentation containing the participants' demographic information and deferral amounts must be included.

2. Normal payday (i.e., every Thursday, every other Friday, etc): twice monthly
   a) Attach payday schedule for a calendar year
   b) Number of employees on this pay mode: 8

3. Participants are able to indicate upon enrollment whether deferral amount shall be indicated in dollar amount or as percentage of salary per pay period. Please indicate your preference:

   _____ We will accept deferral indicated in dollars **or** percentage of salary.

   X We will accept deferral indicated in dollars **only**.

4. The initial and amended payroll reduction authorization, forms and Letters of Transmittal should be sent to:

Name	Title
JOAN DAVIES	CITY ADMINISTRATOR

5. Payroll Reduction Listing that will be sent prior to each pay day should be sent to:

Name	Title
SHEILA VOGE	CITY CLERK III

Wage Analysis

Lincoln County Average Weekly Wage Q42015	$ 686	$ 17.15	Per Hour (40)
Monthly	$ 2,973		
Annual	$ 35,672		
Percent of Area Median Income	71.77%		
Housing Costs at 30%	$ 892		

Family of 3 Area Median Income	$ 49,700		
Family of 3 60% of Area Median Income	$ 29,820		
Weekly Family of 3 60% Area Median Income	$ 573	$ 14.34	Per Hour (40)
Monthly Family of 3 60% of Area Median Income	$ 2,485		
Percent of Average Lincoln County Weekly Income	83.59%		
Housing Cost at 30%	$ 746		

	Hourly Wage					
Hourly Wage	$ 10	$ 12	$ 14	$ 16	$ 18	$ 20
Weekly Wage	$ 400	$ 480	$ 560	$ 640	$ 720	$ 800
Monthly Wage	$ 1,733	$ 2,080	$ 2,427	$ 2,773	$ 3,120	$ 3,467
Annual Wage	$ 20,800	$ 24,960	$ 29,120	$ 33,280	$ 37,440	$ 41,600
Housing Costs at 30%	$ 520	$ 624	$ 728	$ 832	$ 936	$ 1,040

							AMI		60% AMI	HOURLY WAGE FOR 60% AMI
Percent of Area Median Income Household of 1	53.75%	64.50%	75.25%	85.99%	96.74%	107.49%	$ 38,700	60%	$ 23,220	$ 11.16
Percent of Area Median Income Household of 2	47.06%	56.47%	65.88%	75.29%	84.71%	94.12%	$ 44,200	60%	$ 26,520	$ 12.75
Percent of Area Median Income Household of 3	41.85%	50.22%	58.59%	66.96%	75.33%	83.70%	$ 49,700	60%	$ 29,820	$ 14.34
Percent of Area Median Income Household of 4	37.68%	45.22%	52.75%	60.29%	67.83%	75.36%	$ 55,200	60%	$ 33,120	$ 15.92
Percent of Area Median Income Household of 5	34.84%	41.81%	48.78%	55.75%	62.71%	69.68%	$59,700	60%	$ 35,820	$ 17.22

CITY OF YACHATS
CITY COUNCIL WORK SESSION
September 12, 2016
Minutes

The work session of the City Council was called to order by Mayor Ron Brean at 9:30 a.m. in the Civic Meeting Room. Council members present: Max Glenn, Sandy Dunn, Barbara Frye. Greg Scott was excused. Also present: City Administrator Joan Davies; Code Enforcement Officer Don Niskanen. Audience: 5.

I. Insurance Agent for City

Ron Cutter and Wendy DiChiara of Brown & Brown Northwest Insurance spoke to the council about acting as the facilitator between the City and CIS (City/County Insurance Services). Mr. Cutter pointed out that the cost of coverage is nominal, compared to the expertise and representation that an independent agent can provide an entity. He also said that CIS prefers the cities have an agent, to help them avoid pitfalls, understand the full scope of the programs and negotiate premiums for insurance. His offer to the City was to represent them at no charge for the remainder of this fiscal year, demonstrate the advantages to having his company do the work, and if no advantage is perceived by the Council by budget time, there will be no cost for this year, and the relationship will end. City Administrator Joan Davies asked Mr. Cutter to provide an estimate of what it would normally cost in a year, and have it to her before the Council meeting on Thursday.

II. Continued Discussion: Hwy 101 Project

The project and the tentative construction schedule was discussed in general, and the Administrator was asked to post the schedule to the website, and send a letter to the directly-affected businesses advising them updates will be on the website, as the City receives them.

III. Continued Discussion: Vacation Rentals

Council members expressed a need to identify appropriate capacity for vacation rentals, based on current statistics. Councilor Max Glenn wanted to compare the number in the residential zones, as compared to commercial zones. Mayor Brean said they should not have restrictions on zoning. Councilor Dunn pointed out that CC&R (covenants, conditions and restrictions) and HOA (home owner agreements) could be used in an analysis. Councilor Barbara Frye asked how much the city could absorb, and still retain the sense of “community” that is valued by full-time residents.

Mayor Brean asked the City Administrator to have the City Planner put together a density percentage, as well as the total number of vacation rentals, by neighborhood. It was noted that Seaside is sacrificing certain neighborhoods; Lincoln City had divided itself by east and west designations previously, and that didn’t work. The number of Yachats vacation rentals has remained about the same for the past three years, at about 126. Attendee Gerald Stanley said he believed there is relevancy in a comparison between company-owned and privately-owned rentals.

More discussion included limitations already in place, such as limiting vacation rental ownership to only one property; building limited to no more than four bedrooms; and the aspect of Air BnB and how it is affecting cities throughout the world. Another consideration for Yachats is that a property is considered a bed and breakfast, if the owner lives in the house while renting out space.

IV. Continued Discussion: “No Fragrance” status in The Commons.

City Administrator Joan Davies reported that consideration of no smoking on City property has also been a topic of discussion, along with promoting the no fragrance policy for The Commons. Use of the 501 will require adding the policy to that building. Mayor Brean said that there has always been a problem with how to enforce it, if the City made it a hard and fast requirement. Facilities manager Leon Sterner said that he had ended up monitoring smokers during the Maria Muldaur concert, because with 225 people in attendance, there were several who stood outside the doors to the concert area, to smoke. The same thing happens during day events, and the open doors pull the smoke into the multi-purpose room. He suggested putting "no tobacco use" in the rental agreement, and he can mention it to renters, in promotion of better behavior. Code Enforcement Officer Don Niskanen said most people already cooperate with no smoking anywhere on The Commons property. There was discussion about putting up "no smoking" signs, making it "all City property", and the Mayor asked for a draft policy in placing City property into a tobacco-free zone.

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V. Continued Discussion: Business Cards with new Logo

The City Administrator asked for one last confirmation on the number of cards each person wanted ordered, and anything special they want on them. The Mayor and Councilor Frye want the City phone number on theirs; Councilor Glenn wants his cell number on his; Councilor Scott wants his home number and website address on his. Councilor Dunn does not want any new cards, because her term is ending soon.

VI. New Discussion: Deferred Compensation Program for Employees

City Administrator Davies provided the Council with paperwork on setting up a deferred compensation program for City employees. There is no cost to the City, other than the time to set up the deductions in payroll, and it is a proven benefit to employees who want to take a pre-tax deduction out of their paycheck and have it invested long-term. The Council had no objections to the program and were familiar with the benefits.

VII. Status Update: Affordable Housing Needs

Councilor Glenn reported that he has met with local major employers, and learned that two of the restaurants employ 55 people during the peak season, with a third one employing 20-30. They told him that half of their employees are living in their vehicles or camping in tents, because there is no housing in Yachats that they can rent, or afford to rent. Mayor Brean said he recently read an article about steel buildings for housing, but didn't know if they would work on the coast. Councilor Dunn said there are 143 lots in her neighborhood, some of which are unencumbered, but the CC&R prevent more than one home per lot. They could pass something that would be less restrictive, but she said it takes a long time to get all members of an HOA to agree to changes. Councilor Frye mentioned that in Seattle, they have allowed "skinny houses", and they have changed the appearance of the city.

VIII. Status Update: Water Availability

The City is still on Level I curtailment, although the recent drizzling rain has helped the river to some degree. Lead testing was performed on all of the City-owned buildings, and there were no issues. The Mayor said that progress continues on obtaining the tank site south of the river. An appraisal was obtained, which came in at $80,000, while the property owners had been asking $160,000. They had come down to $140,000, but pointed out that they had paid system development charges for the property, which should be valued at $20,000. No development was made on the site, however.

IX. New Discussion: Construction Excise Tax

Attorney Layne Morrill had provided the City with information concerning new legislation that allows a three per cent excise tax on new construction. He had spoken to the Council at the previous meeting, encouraging them to adopt language that would institute the tax in Yachats. Mayor Brean said he had talked to other mayors to see if anyone else was applying the tax. They said they had some discomfort in not being accustomed to charging builders something extra to build. He asked Mr. Morrill if he knew of any places outside Oregon where such a tax had been deployed. Mr. Morrill said that Oregon school districts have used it for years, to get revenue for improvement to schools. Lincoln County collects the tax on every permit. The Legislature has allowed them to do that for years, and will now allow cities to apply the tax, to a new revenue source to support affordable housing.

Mayor Brean said he thought it might be putting the cart before the horse, but he was not saying it was a bad idea. Mr. Morrill said the county would collect the tax, then pay the City, through an intergovernmental agreement. A percentage is also specified to be paid as an incentive to affordable housing developers. Councilor Dunn asked if he knew what money would have been gained last year, if the tax had been in place. Mr. Morrill said $3 million last year, at one percent, would have gained the City $30,000. Councilor Glenn asked about requirements for it to be a 501(3)(c) developer. Mr. Morrill added that there are provisions for waiving systems development charges, and Councilor Dunn said that would be about the only thing that could be forgiven, because the City does not control taxes. Mayor Brean said the concept appears straightforward, but was unclear to scale and actual applicability to supporting a City program.

X. Monthly Review: Status of Work on Measurable Objectives/Goals

Mayor Brean reported ongoing conversations with the State about the 804 Trail and the Oceanview Drive project.

Councilor Glenn asked about the social media position that was being considered by the City and Chamber. Administrator Davies told him that she had never heard back from the Chamber about it.

Mayor Brean said he had looked into having Dahl's pay a little extra for road damage caused by heavy trucks, and that they had suggested putting it into the franchise fee. He asked the City Administrator to look into that.

Councilor Frye reported that the additional parking project is waiting on Mayor Brean to connect with the property owner.

The 501 building and possible uses was discussed at length: Code Enforcement Officer Don Niskanen reported on how a survey of available meeting spaces and fees along the central Oregon coast had been conducted, in establishing fees for use of The Commons, and that since then, the sound and lighting in the multi-purpose room has been improved. Councilor Dunn asked for consideration of the parking spaces and the big windows at the 501, when planning events. She also asked if the ball field could be used for overflow parking for big events. Mayor Brean said it was part of the Commons master plan to not allow parking on the field, as he recalled.

Councilor Frye reported on the informational meeting this month about the proposal of a clinic for Yachats. Lincoln Community Health Clinics staff met with local citizens and were impressed with the good questions and good discussion. LCHC is anxious to pursue this further. She said Councilor Scott made a good point at the meeting by pointing out that the City is just facilitating the project, and would only possibly be a landlord, not owning the project. Gerald Stanley said he had wondered where they would put the clinic, since he had heard talk about not moving City Hall. Councilor Frye continued that they need to talk about recruiting providers and project the patient volume, but that takes time. Mr. Stanley said there were never enough patients for the former clinic, and they ran out of grants, so that was why it failed, in his opinion. This clinic would be set up differently. Mayor Brean explained that the

council had not made a decision on whether to move City Hall, and that it will take some time for the plans to all come together. In the meantime, the 501 needs to be put to use.

Councilor Dunn said she has not heard anything lately from Lane County about the transportation to Florence project. They are the lead on the project.

The Planning Commission continues to work on the formula business restrictions, and have a dark sky initiative designated as their next project.

III. Set the Agenda for the Sept. 15, 2016 City Council Meeting

Proposed agenda was approved.

The meeting was adjourned at 12:00pm.

_____
Ronald Brean, Mayor

Attest: _____
Joan Davies, City Administrator

Yachats City Council Vision

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

CITY OF YACHATS
REGULAR CITY COUNCIL MEETING
AND EXECUTIVE SESSION
Regular meeting convenes at 2:00pm
Civic Meeting Room, Yachats Commons
Thursday, September 15, 2016

A G E N D A

I. Announcements and Correspondence
II. Citizen's Concerns Thank you letter from 0CCC Foundation
III. Consent Agenda
  A. Minutes: 08/08/16 Work Session; 08/11/16 Regular meetings
  B. Bills for Approval
IV. Reports
  A. Council
  B. Written Reports:
  City Administrator, Code Enforcement Officer, Public Works Department, Emergency Preparedness Committee and Financial Report from City Recorder
V. Public Hearing Continued - Amendments to Yachats Municipal Code Chapter 9 Zoning & Land Use
  A. Ordinance No. 346: Amending Yachats Municipal Code Chapter 9 Zoning And Land Use
VI. Business
  A. Approve insurance agent to coordinate with CIS coverage/assets valuation VOTE
  B. Approve Oregon Savings Growth Plan/Deferred Compensation for employees VOTE

RECESS FOR EXECUTIVE SESSION
RECONVENE FOR REGULAR MEETING

VII. Other Business
  A. From the Council
  B. From the Staff

The regular meeting is open to the public and interested citizens are invited to attend. This is an open meeting under Oregon law, not a community forum; audience participation is at the discretion of the Council. The meeting will be 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.
The regular meeting will be interrupted by an executive session, called under ORS 192.660(2)(a),(e). The regular will then be reconvened for the conclusion of the meeting. The executive session is not open to the public; however, members of the press are invited to attend.

Posted Sept. 9, 2016 **Joan Davies, City Administrator**

CITY OF YACHATS
ORDINANCE NO. ___ (Sample)

AN ORDINANCE AMENDING THE YACHATS MUNICIPAL CODE TO ADOPT A CONSTRUCTION EXCISE TAX.

WHEREAS, the City of Yachats, Oregon (hereinafter "City"), is currently facing a crisis in affordable housing for households of low and moderate income; and

WHEREAS, in its Comprehensive Plan, the City made commitments to affordable housing for "people of all income levels" that carry the "force of law", and to which the City is "obligated to adhere"; and

WHEREAS, in Senate Bill 1533, the Oregon Legislature recently authorized Oregon local governments to impose a construction excise tax for the purpose of providing developer incentives and other programs for affordable housing; and

WHEREAS, enactment of the construction excise tax would actively encourage the development of additional affordable dwelling units in Yachats in accordance with the Plan.

NOW THEREFORE, THE CITY OF YACHATS MAKES THE LEGISLATIVE FINDINGS SET FORTH IN SECTION 1 BELOW AND ORDAINS AS PROVIDED IN SECTION 2 BELOW:

Section 1. Legislative Findings.

A. The City's economy is based primarily on tourism, which includes transient lodging taxes, and food and beverage taxes from motels, vacation rentals, restaurants, shops and galleries.

B. Dwelling units in the City have higher values than comparable dwelling units in neighboring coastal communities.

C. Yachats has a shortage of non-transient, affordable rental housing units, and a shortage of affordable housing that is available for purchase.

D. Workers in the Yachats tourist-based economy typically earn wages that are at or under the 70 per cent area median income, as determined by the US Department of Housing and Urban Development.

E. In general, workers in the Yachats tourism-based economy can neither afford to rent nor purchase safe, decent housing within the city limits.

F. In its Comprehensive Plan, adopted in 2008, the City committed to actively encourage the development of affordable housing for all income levels.

G. A construction excise tax dedicated to developer incentives and other programs to encourage affordable housing would increase the supply of affordable housing in Yachats, in fulfillment of the Comprehensive Plan, and service to the community.

H. The City will benefit from the workers in its tourism-based economy becoming an integral part of the social fabric of the community.

Section 2. Yachats Municipal Code is amended to add Chapter 3.16 Construction Excise Tax:

Section 3.16.010 Definitions.

As used in this chapter:

"City" means City of Yachats.

"Improvement" means a permanent addition to, or modification of, real property that enhances its capital value and makes the property more useful.

"Permit Valuation" means the dollar amount determined by the Lincoln County Planning Department, with respect to a set of construction drawings submitted to obtain building permits for improvements.

"Qualified Affordable Housing" means dwelling units that are:

1. Developed by an organization that is exempt from income tax under Section 501(C)(3) of the Internal Revenue Code, and is a "Public Charity" under Section 170(b)(1)(A)(vi) of the Internal Revenue Code; and

2. Rental housing that is set aside for households at or under 60 per cent of area median income, as determined by the US Department of Housing and Urban Development, and is constructed using, in part, funding administered by Oregon Housing and Community Services, which is income-restricted for a period of at least thirty (30) years; or

3. Ownership housing that is set aside for households at or under 80 per cent of area median income, as determined by the US Department of Housing and Urban Development, which has a perpetual income restriction and a perpetual limit on profit on re-sale of not more than two per cent per year of ownership; and

4. Incorporate a preference for applicants who are currently employed within the city limits of Yachats OR, or who have accepted offers of employment in Yachats.

"Structure" means something constructed or built and having a fixed base on, or fixed to, the ground or to another structure.

Section 3.16.020 Tax Imposed on Residential Improvements.

A tax is hereby imposed on improvements to residential real property that result in a new residential structure or additional square footage in an existing residential structure, including remodeling that adds living space.

Section 3.16.030 Tax Imposed on Commercial and Industrial Improvements.

A tax is hereby imposed on improvements to commercial and industrial real property, including the commercial and industrial portions of mixed-use property, that result in a new structure or additional square footage in an existing structure, including remodeling that adds usable space.

Section 3.16.040 Rate of Tax.

The taxes imposed by this Chapter are at the rate of one per cent of the permit valuation for residential construction permits issued by the Lincoln County Planning Department for construction within the City, as determined by the Lincoln County Planning Department.

Section 3.16.050 Collection.

The taxes imposed by this Chapter shall be paid at the time building permits are issued, pursuant to ORS 320.189 and shall be collected by Lincoln County, pursuant to an intergovernmental agreement.

Section 3.16.060 Expenditure of Taxes Collected.

A. As soon as practicable after the end of each fiscal quarter, the City shall deposit the construction excise tax revenues collected in the fiscal quarter just ended in the General Fund of the City.

B. Under state law, the City may retain an amount equal to four per cent of tax collections as an administrative fee, and by Intergovernmental Agreement, the City may pay an administrative fee in that amount to Lincoln County for its services in collecting the construction excise tax.

C. The tax revenues from construction of improvements to residential real property net of the administrative fee shall be expended as follows:

1. Fifty per cent to fund cash incentives approved by the Council to developers in order to subsidize the cost of constructing or operating qualified affordable housing.

2. Thirty-five percent, first to reimburse the City's systems development charges (SDC) fund for SDC previously foregone (and not reimbursed), due to exemption of qualified affordable housing from SDC; and second, to other programs and incentives of the City, related to qualified affordable housing.

3. Fifteen per cent to Oregon Housing and Community Services Department to fund home ownership programs that provide down payment assistance.

D. The tax revenues from construction of improvements to commercial or industrial real property net of the administrative fee shall be expended: (1) fifty per cent: first, to reimburse the City's systems development charges (SDC) fund for SDC previously foregone (and not reimbursed), due to exemption of qualified affordable housing from SDC; and second, to fund other programs of the City relating to housing. The remaining fifty per cent shall be deposited to the City's Streets Fund.

Section 3.16.080 Exemptions.

The construction excise tax shall not be imposed on the classes of improvements described in ORS 320.173.

Section 3. Effective Date. Due to the emergency created by the current crisis in affordable housing, this Ordinance shall be effective immediately upon enactment.

Passed and adopted by the City Council of the City of Yachats on this _____ day of _____, 2016. AYES: ___ NAYS: ___ ABSTENTIONS: ___ ABSENT: ___

Approved by the Mayor this ___ day of _____, 2016.

CITY OF YACHATS

_____
Ronald L. Brean, Mayor

Attest: _____
Joan Davies, City Administrator