1. 2:00 P.M. Agenda

   Documents:

   2022-06-14 Public Works And Streets Agenda.pdf

2. 2:00 P.M. Meeting Materials

   Documents:

   2022 May Public Works Department Report.pdf
   Yachats May 2022 Water Report.pdf
   2022-04 Financial Report Public Works.pdf
   E 2nd Street Notice Of Rejection Of All Bids.pdf
   73-5979 YachatsPed-Bike_Final.pdf
   Donald Phipps Application.pdf
   Meeting Summary 5.10.22 Public Works.pdf

CITY OF YACHATS

PUBLIC WORKS & STREETS COMMISSION MEETING

Tuesday, June 14, 2022 at 2:00pm

Meeting Conducted Using Zoom

Join Zoom Meeting
https://us02web.zoom.us/j/89066794171

Meeting ID: 890 6679 4171
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+12532158782,,89066794171# US (Tacoma)

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+1 253 215 8782 US (Tacoma)
+1 346 248 7799 US (Houston)
+1 929 205 6099 US (New York)
+1 301 715 8592 US (Washington DC)
+1 312 626 6799 (Chicago)
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AGENDA

I. CALL MEETING TO ORDER

a. ATTENDANCE OF COMMISSIONERS

II. CORRESPONDENCE / COMMUNICATIONS

a. PUBLIC MEETING LAW https://www.doj.state.or.us/oregon-department-of-justice/public-records/attorney-generals-public-records-and-meetings-manual/ii-public-meetings/

III. REPORTS

a. PUBLIC WORKS REPORT (RICK & DAVE)
   i. DELINEATORS HWY 101 – See attachment
   ii. STORM WATER STUDY STATUS
b. FINANCE REPORT (DON)
   i. CITY BUDGET & CIP'S
   ii. PORTABLE GENERATOR
c. EMERGENCY PREPAREDNESS REPORT (BOB)
   i. SUCCESSFUL PREPAREDNESS FAIR
d. SUSTAINABLE WATER TEAM (KEVIN)

This meeting is open to the public and all interested persons are invited to attend. This meeting will be audio taped. All items to be considered by the Commission must be submitted to City Hall no later than one week prior to the meeting. Minutes of all public meetings are available for review on the City website at www.yachatsoregon.org . In accordance with ORS 192.630, City of Yachats will make a good faith effort to provide accommodations for any person desiring to attend a public meeting, if the request is made at least 48 hours in advance of the meeting time. The meeting room is physically accessible to persons with mobility devices; a sign language or foreign language interpreter may be available, with advance notice. Call City Hall at 541- 547-3565 or Oregon Relay 1- 800-735-2900 (TDD) two days in advance.

IV. CURRENT BUSINESS

a. EAST 2ND STREET IMPROVEMENT BID RESULTS: NEW APPROACH TO PROJECT
b. EARTHQUAKE VALVE & BACKWASH PROJECT TO GO OUT TO BID:
c. HWY 101/SPEEDING (ALEX)
d. STREET INVENTORY STATUS (KEVIN)
e. STREET LIGHTING STUDY (LINN & RON)
f. PUBLIC WORKS STANDARDS (LINN)

V. NEW BUSINESS

a. NEW COMMISSIONER APPLICATION (Don Philips)
   i. VACANT SEAT A
b. CIP PROJECTS: NEXT 20 YEARS CHALLENGE

Next Meeting: Tuesday, July 12, 2022 at 2:00 pm

********NOTICE OF POSSIBLE CITY COUNCIL QUORUM***

Date: June 2, 2022

To: Heide Lambert, City Manager

From: Public Works Department

Re: May 2022 Public Works Report

Rainfall at Yachats Public Works:

	Inches			
	2022	**2021**	**2020**	**2019**
May	7.60	1.88	5.48	1.92
Rain year to date:	30.85	27.52	31.38	32.53

Total water production: **3,508,300 gallons** Water loss efficiency: **93%**

Total water accounted for: **3,263,985 gallons**

Total wastewater treated: **8,243,000 gallons**

The following is a list of what was done by Public Works staff in May 2022.

Streets:

- Multiple potholes filled.
- Cone stenciling.

Storm Drainage:

- Drainage inspections and maintc.

Water Treatment Plant:

- Water systems operations.
- Plant Maintc.
- Cleaned Reedy Creek screen.
- Meter reading.
- Floor painting.

Distribution Sys:

- Meter reading.
- Meter maintc.
- Installed two water service connections.
- Began installing water service line on Horizon Hill.

Wastewater Treatment Plant:

- Wastewater systems operations.
- Plant maintc. & clean-up.
- Biosolids operations.

Collection Sys:

- Lift station inspections.
- Degreased Lift Stations.
- Sewer jet and CCTV’d 280ft of sewer main on Combs Circle.
- Sewer jet and CCTV’d 460ft of sewer main on Hwy 101 S.
- CCTV’d 340 ft of sewer main on Hwy 101 N.
- Pump #2 failure at Main lift station. Sent out for repairs.
- Electrical issue at Riverside lift station. Repaired.

Public Works:

- Shop maintc. and clean up.
- Fleet maintc. & repair.
- Equipment maintc. and repair.
- Multiple locates.
- Brush box handling.
- PW administration.
- Piles picked up for Trails crew.
- Leads working on budget issues.
- Installed window cover at the library.
- Installed Summer banners.
- Banner repairs.
- Brush cutting on Hwy 101 & Yachats River Road, also on King St.
- Vac-Truck service required and performed.
- Limbs trimmed at City Hall parking lot.
- Flag maintc. and installed.
- High limbing on E.3rd St.

Parks, Commons and City Hall:

- Misc. work orders.

City of Yachats Water Department

Water Audit- Month of May 2022

	5/1/21	6/1/21	7/1/21	8/1/21	9/1/21	10/1/21	11/1/2021	12/1/2021	1/1/2022	2/1/2022	3/1/2022	4/1/2022	5/1/2022	6/1/2022
Gallons of Water Produced														
Water Plant	4,476,300	3,339,800	4,765,800	5,166,000	5,597,000	4,481,700	3,808,800	2,540,100	3,890,100	3,718,667	3,912,500	3,740,000	3,740,000	3,508,300
Total	**4,476,300**	**3,339,800**	**4,765,800**	**5,166,000**	**5,597,000**	**4,481,700**	**3,808,800**	**2,540,100**	**3,890,100**	**3,718,667**	**3,912,500**	**3,740,000**	**3,748,900**	**3,508,300**
Gallons of Accounted for Water													7,488,900	3,508,300
Reservoir Level Feet	29.8	19.1	21.8	28.1	29.3	28.2	28.4	27.7	29.8	24.5	22.6	30	22	18
Reservoir +/- Gallons 41,666 per Foot	312,495	445,826	112,498	262,495	49,999	45,832	8,333	29,166	87,498	220,829	79,165	308,328	333,328	183,330
Waterline Flushing Gallons	19,000	21,000	0	0	0	0	0	0	0	0	0	0	0	
Gallons Sold	3,799,900	3,355,655	4,425,355	4,573,361	5,389,377	4,204,919	3,468,019	2,668,317	3,206,070	4,860,100	4,347,600		7,031,990	3,447,315
Total	**4,131,395**	**2,930,829**	**4,537,853**	**4,835,856**	**5,439,855**	**4,159,086**	**3,476,352**	**2,639,151**	**3,293,568**	**4,639,271**	**4,268,434**		7,006,990	**3,263,985**
Final Water Report														
Water Loss Efficiency	92%	88%	95%	93%	97%	92%	91%	96%	84%	80%	92%		93%	93%
Unaccounted Gallons per Month	344,905	408,971	227,947	330,144	157,145	322,614	332,448	99,051	596,532	920,604	355,934		481,910	244,315
Unaccounted Gallons per Minute	8	9.5	5.3	7.6	3.6	7.5	7.7	3.2	13.8	18.2	8.2		5.6	5.6

Streets Operating 100-1040

Monthly Financial Detail Report

APRIL 2022

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Period 10 - 10

Fiscal Year 2022

Fund	Dept	Account Number	Description	Budget for Year	Prior Mo Bal	Current Activity	Actual to Date	% of Budget	Notes
100	1040	300101	Beginning Balance	$ 350.00	$ 14,572.31	$ -	$ 14,572.31	4163.52%	Beginning Balance - Unaudited
100	1040	304650	Tax - State Highway	$ 50,000.00	$ 46,861.68	$ 6,125.29	$ 52,986.97	105.97%	
100	1040	314861	Transfer in General Fund	$ 61,000.00	$ 45,750.00	$ -	$ 45,750.00	75.00%	Quarterly transfer from 100-1010
			REVENUE	**$ 111,350.00**	**$ 107,183.99**	**$ 6,125.29**	**$ 113,309.28**	**101.76%**	
100	1040	105110	Water Lead	$ 5,000.00	$ 2,303.54	$ 1,129.63	$ 3,433.17	68.66%	
100	1040	105111	Wastewater Lead	$ 5,000.00	$ 3,009.22	$ 333.05	$ 3,342.27	66.85%	
100	1040	105112	Field Utility 2	$ 4,000.00	$ 3,322.44	$ 108.91	$ 3,431.35	85.78%	
100	1040	105113	Field Utility 1	$ 4,000.00	$ 2,595.23	$ 255.48	$ 2,850.71	71.27%	
100	1040	105114	Field Utility	$ 1,400.00	$ 1,037.46	$ 22.14	$ 1,059.60	75.69%	
100	1040	105140	Fringe Benefits	$ 2,200.00	$ 1,249.46	$ 188.67	$ 1,438.13	65.37%	
100	1040	105141	Insurance Benefits	$ 5,800.00	$ 4,546.42	$ 661.44	$ 5,207.86	89.79%	
100	1040	105142	Regular PERS System	$ 2,900.00	$ 2,206.03	$ 354.62	$ 2,560.65	88.30%	
			PERSONNEL	**$ 30,300.00**	**$ 20,269.80**	**$ 3,053.94**	**$ 23,323.74**	**76.98%**	
100	1040	205222	Insurance	$ 3,000.00	$ 2,765.66	$ -	$ 2,765.66	92.19%	Annual Property/Liability Renewal FY21
100	1040	205311	Equipment Lease and Rental	$ 750.00	$ -	$ -	$ -	0.00%	
100	1040	205312	Equipment Fuel/Tires/Parts	$ 2,900.00	$ 2,108.66	$ -	$ 2,108.66	72.71%	
100	1040	205313	Equipment Repair	$ 1,000.00	$ 55.30	$ -	$ 55.30	5.53%	
100	1040	205317	Tools and Small Equipment	$ 1,000.00	$ 39.99	$ 36.00	$ 75.99	7.60%	
100	1040	205361	Parts	$ 5,000.00	$ 986.90	$ 3,918.82	$ 4,905.72	98.11%	
100	1040	205362	Consumables	$ 700.00	$ 709.59	$ 26.95	$ 736.54	105.22%	
100	1040	205363	Outside Services	$ 4,000.00	$ 507.33	$ -	$ 507.33	12.68%	
100	1040	205411	Street Lighting	$ 20,000.00	$ 16,022.72	$ 1,592.68	$ 17,615.40	88.08%	
100	1040	205474	Mowing	$ 13,700.00	$ 8,743.00	$ 175.00	$ 8,918.00	65.09%	
100	1040	205475	Tree Removal/Trimming	$ 20,000.00	$ 1,600.00	$ -	$ 1,600.00	8.00%	

Fund	Dept	Account Number	Description	Budget for Year	Prior Mo Bal	Current Activity	Actual to Date	% of Budget	Notes
			MATERIALS AND SERVICES	**$ 72,050.00**	**$ 33,539.15**	**$ 5,749.45**	**$ 39,288.60**	**54.53%**	
100	1040	217126	Transfer out Cap Res	$ 3,000.00	$ 2,250.00	$ -	$ 2,250.00	75.00%	Quarterly Transfer to 150-1040
			TRANSFERS	**$ 3,000.00**	**$ 2,250.00**	**$ -**	**$ 2,250.00**	**75.00%**	
			EXPENSE	**$ 105,350.00**	**$ 56,058.95**	**$ 8,803.39**	**$ 64,862.34**	**61.57%**	
			Revenue Total	**$ 111,350.00**	**$ 107,183.99**	**$ 6,125.29**	**$ 113,309.28**	**101.76%**	
			Expense Total	**$ 105,350.00**	**$ 56,058.95**	**$ 8,803.39**	**$ 64,862.34**	**61.57%**	
			NET GAIN/(LOSS)	**$ 6,000.00**	**$ 51,125.04**	**$ (2,678.10)**	**$ 48,446.94**	**807.45%**	

Streets Capital Reserve 150-1040

Monthly Financial Detail Report

APRIL 2022

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Period 10 - 10

Fiscal Year 2022

Fund	Dept	Account Number	Description		Budget for Year		Prior Mo Bal		Current Activity		Actual to Date	% of Budget	Notes
150	1040	300101	Beginning Balance	$	316,853.00	$	315,906.01	$	-	$	315,906.01	99.70%	Beginning Balance - Unaudited
150	1040	304864	Transfer from Streets Oper.	$	3,000.00	$	2,250.00	$	-	$	2,250.00	75.00%	
150	1040	314861	Transfer in General Fund	$	100,000.00	$	75,000.00	$	-	$	75,000.00	75.00%	
150	1040	314866	Urban Renewal Contribution	$	200,000.00	$	150,000.00	$	-	$	150,000.00	75.00%	
150	1040	314883	Transfer in Urban Renewal	$	30,000.00	$	22,500.00	$	-	$	22,500.00	75.00%	
			REVENUE	**$**	**649,853.00**	**$**	**565,656.01**	**$**	**-**	**$**	**565,656.01**	**87.04%**	
150	1040	105110	Water Lead	$	-	$	3,413.76	$	-	$	3,413.76	0.00%	
150	1040	105140	Fringe Benefits	$	-	$	348.51	$	-	$	348.51	0.00%	
150	1040	105141	Insurance Benefits	$	-	$	1,215.50	$	-	$	1,215.50	0.00%	
150	1040	105142	Regular PERS System	$	-	$	716.90	$	-	$	716.90	0.00%	
150	1040	105150	Capitalized Labor	$	9,300.00	$	-	$	-	$	-	0.00%	Personnel costs for capital projects
			PERSONNEL	**$**	**9,300.00**	**$**	**5,694.67**	**$**	**-**	**$**	**5,694.67**	**61.23%**	
150	1040	207120	Transfer out City Hall	$	200,000.00	$	150,000.00	$	-	$	150,000.00	75.00%	Quarterly transfer to 100-1010
150	1040	217125	Transfer out Visitor Amenities	$	325,000.00	$	243,750.00	$	-	$	243,750.00	75.00%	Quarterly transfer to 150-1045
			TRANSFERS	**$**	**525,000.00**	**$**	**393,750.00**	**$**	**-**	**$**	**393,750.00**	**75.00%**	
150	1040	407947	Capital Outlay-Street Projects	$	93,000.00	$	12,675.39	$	1,759.72	$	14,435.11	15.52%	APR - Westech Engineering - East 2nd St Phase 2 $1,759.72
			CAPITAL OUTLAY	**$**	**93,000.00**	**$**	**12,675.39**	**$**	**1,759.72**	**$**	**14,435.11**	**15.52%**	
			EXPENSE	**$**	**627,300.00**	**$**	**412,120.06**	**$**	**1,759.72**	**$**	**413,879.78**	**65.98%**	
			Revenue Total	**$**	**649,853.00**	**$**	**565,656.01**	**$**	**-**	**$**	**565,656.01**	**87.04%**	
			Expense Total	**$**	**627,300.00**	**$**	**412,120.06**	**$**	**1,759.72**	**$**	**413,879.78**	**65.98%**	
			NET GAIN/(LOSS)	**$**	**22,553.00**	**$**	**153,535.95**	**$**	**(1,759.72)**	**$**	**151,776.23**	**672.98%**	

Storm Drains Operating 100-1050

Monthly Financial Detail Report

APRIL 2022

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Period 10 - 10

Fiscal Year 2022

Fund	Dept	Account Number	Description	Budget for Year	Prior Mo Bal	Current Activity	Actual to Date	% of Budget	Notes
100	1050	300101	Beginning Balance	$ 59,032.00	$ 68,823.84	$ -	$ 68,823.84	116.59%	Beginning Balance - Unaudited
			RESOURCES	**$ 59,032.00**	**$ 68,823.84**	**$ -**	**$ 68,823.84**	**116.59%**	
100	1050	105110	Water Lead	$ 1,000.00	$ 1,436.23	$ 543.53	$ 1,979.76	197.98%	
100	1050	105111	Wastewater Lead	$ 5,000.00	$ 2,033.75	$ 280.08	$ 2,313.83	46.28%	
100	1050	105112	Field Utility 2	$ 4,000.00	$ 1,603.74	$ 201.60	$ 1,805.34	45.13%	
100	1050	105113	Field Utility 1	$ 2,000.00	$ 2,035.02	$ 129.91	$ 2,164.93	108.25%	
100	1050	105114	Field Utility	$ 300.00	$ 1,323.56	$ 8.86	$ 1,332.42	444.14%	
100	1050	105140	Fringe Benefits	$ 1,800.00	$ 858.02	$ 118.83	$ 976.85	54.27%	
100	1050	105141	Insurance Benefits	$ 4,900.00	$ 3,193.87	$ 407.34	$ 3,601.21	73.49%	
100	1050	105142	Regular PERS System	$ 2,500.00	$ 1,469.61	$ 221.31	$ 1,690.92	67.64%	
			PERSONNEL	**$ 21,500.00**	**$ 13,953.80**	**$ 1,911.46**	**$ 15,865.26**	**73.79%**	
100	1050	205313	Equipment Repair	$ 1,500.00	$ -	$ 199.96	$ 199.96	13.33%	
100	1050	205317	Tools and Small Equipment	$ 1,500.00	$ -	$ -	$ -	0.00%	
100	1050	205367	Storm Drain Parts	$ 6,000.00	$ -	$ 3,931.40	$ 3,931.40	65.52%	
100	1050	205368	Storm Drain Consumables	$ 500.00	$ -	$ -	$ -	0.00%	
100	1050	205369	Storm Drain Outside Services	$ 2,500.00	$ -	$ -	$ -	0.00%	
			MATERIALS AND SERVICES	**$ 12,000.00**	**$ -**	**$ 4,131.36**	**$ 4,131.36**	**34.43%**	
			EXPENSE	**$ 33,500.00**	**$ 13,953.80**	**$ 6,042.82**	**$ 19,996.62**	**59.69%**	
			Resource Total	**$ 59,032.00**	**$ 68,823.84**	**$ -**	**$ 68,823.84**	**116.59%**	
			Expense Total	**$ 33,500.00**	**$ 13,953.80**	**$ 6,042.82**	**$ 19,996.62**	**59.69%**	
			NET GAIN/(LOSS)	**$ 25,532.00**	**$ 54,870.04**	**$ (6,042.82)**	**$ 48,827.22**	**191.24%**	

Storm Drains Capital Reserve 150-1050

Monthly Financial Detail Report

APRIL 2022

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Period 10 - 10

Fiscal Year 2022

Fund	Dept	Account Number	Description	Budget for Year	Prior Mo Bal	Current Activity	Actual to Date	% of Budget	Notes
150	1050	300101	Beginning Balance	$ 40,000.00	$ 40,000.00	$ -	$ 40,000.00	100.00%	Beginning Balance - Unaudited
150	1050	314883	Transfer in Urban Renewal	$ 50,000.00	$ 37,500.00	$ -	$ 37,500.00	75.00%	Quarterly Transfer from 900-9000
			RESOURCES	**$ 90,000.00**	**$ 77,500.00**	**$ -**	**$ 77,500.00**	**86.11%**	
150	1050	105150	Capitalized Labor	$ 3,500.00	$ -	$ -	$ -	0.00%	
			PERSONNEL	**$ 3,500.00**	**$ -**	**$ -**	**$ -**	**0.00%**	
150	1050	407947	Capital Outlay-Street Projects	$ 35,000.00	$ 11,329.93	$ 3,839.72	$ 15,169.65	43.34%	APR - Westech Engineering E 2nd St Phase 2 $1,759.72, and Raw res. Survey $2,080.00
			CAPITAL OUTLAY	**$ 35,000.00**	**$ 11,329.93**	**$ 3,839.72**	**$ 15,169.65**	**43.34%**	
			EXPENSE	**$ 38,500.00**	**$ 11,329.93**	**$ 3,839.72**	**$ 15,169.65**	**39.40%**	
			Resource Total	**$ 90,000.00**	**$ 77,500.00**	**$ -**	**$ 77,500.00**	**86.11%**	
			Expense Total	**$ 38,500.00**	**$ 11,329.93**	**$ 3,839.72**	**$ 15,169.65**	**39.40%**	
			NET GAIN/(LOSS)	**$ 51,500.00**	**$ 66,170.07**	**$ (3,839.72)**	**$ 62,330.35**	**121.03%**	

Water Operating 660-1700

Monthly Financial Detail Report

APRIL 2022

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Period 10 - 10

Fiscal Year 2022

Fund	Dept	Account Number	Description	Budget for Year	Prior Mo Bal	Current Activity	Actual to Date	% of Budget	Notes
660	1700	300101	Beginning Balance	$ 100,987.00	$ 128,055.77	$ -	$ 128,055.77	126.80%	Beginning Balance - Unaudited
660	1700	304310	Water/Wastewater Services	$ 720,000.00	$ 532,070.83	$ 73,414.93	$ 605,485.76	84.10%	
660	1700	304320	Installation Charges	$ 6,000.00	$ 5,100.00	$ -	$ 5,100.00	85.00%	
660	1700	304335	Rents or Fees	$ 1,000.00	$ 350.00	$ 60.00	$ 410.00	41.00%	
			REVENUE	**$ 827,987.00**	**$ 665,576.60**	**$ 73,474.93**	**$ 739,051.53**	**89.26%**	
660	1700	105101	City Manager	$ 21,000.00	$ 11,910.58	$ 2,925.00	$ 14,835.58	70.65%	
660	1700	105102	Deputy Recorder	$ 11,000.00	$ 10,222.27	$ -	$ 10,222.27	92.93%	
660	1700	105105	Community Services Coordinator	$ 12,500.00	$ -	$ -	$ -	0.00%	
660	1700	105106	City Accountant	$ 4,700.00	$ -	$ -	$ -	0.00%	
660	1700	105107	Temp Accounting/Office Help	$ 20,000.00	$ -	$ -	$ -	0.00%	
660	1700	105110	Water Lead	$ 44,800.00	$ 38,595.98	$ 3,858.11	$ 42,454.09	94.76%	
660	1700	105111	Wastewater Lead	$ -	$ 4,260.49	$ 512.64	$ 4,773.13	0.00%	
660	1700	105112	Field Utility 2	$ 36,000.00	$ 34,003.41	$ 2,425.25	$ 36,428.66	101.19%	
660	1700	105113	Field Utility 1	$ 31,000.00	$ 17,637.40	$ 2,872.51	$ 20,509.91	66.16%	
660	1700	105114	Field Utility	$ 7,000.00	$ 6,045.07	$ 604.67	$ 6,649.74	95.00%	
660	1700	105140	Fringe Benefits	$ 19,500.00	$ 12,603.73	$ 1,356.48	$ 13,960.21	71.59%	
660	1700	105141	Insurance Benefits	$ 45,200.00	$ 39,912.89	$ 4,028.57	$ 43,941.46	97.22%	
660	1700	105142	Regular PERS System	$ 34,000.00	$ 22,589.39	$ 2,389.91	$ 24,979.30	73.47%	
			PERSONNEL	**$ 286,700.00**	**$ 197,781.21**	**$ 20,973.14**	**$ 218,754.35**	**76.30%**	
660	1700	205210	Dues & Memberships	$ 2,100.00	$ 1,588.67	$ 55.32	$ 1,643.99	78.29%	Dues for DEQ, DAS, etc. & Operator License - beginning of FY
660	1700	205212	Fee Expense	$ 5,200.00	$ 5,068.85	$ 538.86	$ 5,607.71	107.84%	
660	1700	205222	Insurance	$ 20,000.00	$ 18,437.76	$ -	$ 18,437.76	92.19%	Annual Property/Liability Renewal FY22
660	1700	205240	Office Materials & Supplies	$ 8,700.00	$ 14,927.64	$ 4,024.15	$ 18,951.79	217.84%	
660	1700	205251	Telephones/Cell Phones/DSL	$ 10,500.00	$ 7,828.57	$ 370.62	$ 8,199.19	78.09%	
660	1700	205253	Postage	$ 6,000.00	$ 1,759.57	$ 13.68	$ 1,773.25	29.55%	
660	1700	205255	Education and Training	$ 1,500.00	$ 418.69	$ -	$ 418.69	27.91%	

Fund	Dept	Account Number	Description	Budget for Year		Prior Mo Bal		Current Activity		Actual to Date	% of Budget	Notes
660	1700	205260	Contract Expense (all Professional, IGA & Personal Svcs)	$	7,750.00	$	30,443.52	$	14,880.05	$ 45,323.57	584.82%	APR - Contractors Clearing House (Past and current) $13,244.77, National Photocopy IT $278.61, Finance Janet Cline $1,356.67
660	1700	205261	Auditor	$	4,500.00	$	-	$	-	$ -	0.00%	
660	1700	205262	Legal Expense	$	1,000.00	$	220.00	$	-	$ 220.00	22.00%	
660	1700	205270	Travel	$	1,000.00	$	431.12	$	15.12	$ 446.24	44.62%	
660	1700	205282	Software	$	14,500.00	$	2,900.00	$	3,410.83	$ 6,310.83	43.52%	
660	1700	205311	Equipment Lease and Rental	$	2,600.00	$	3,241.60	$	286.17	$ 3,527.77	135.68%	
660	1700	205312	Equipment Fuel/Tires/Parts	$	5,500.00	$	2,579.84	$	774.25	$ 3,354.09	60.98%	
660	1700	205313	Equipment Repair	$	2,500.00	$	326.94	$	-	$ 326.94	13.08%	
660	1700	205317	Tools and Small Equipment	$	3,000.00	$	2,593.61	$	346.68	$ 2,940.29	98.01%	
660	1700	205330	Building and Land Maintenance	$	7,500.00	$	-	$	337.50	$ 337.50	4.50%	
660	1700	205335	Custodial Support/Supplies	$	1,000.00	$	3,820.93	$	325.69	$ 4,146.62	414.66%	
660	1700	205342	Plant Utilities	$	25,000.00	$	17,297.01	$	1,708.79	$ 19,005.80	76.02%	
660	1700	205351	Main Plant Parts	$	5,500.00	$	6,580.81	$	1,448.61	$ 8,029.42	145.99%	
660	1700	205352	Main Plant Consumables	$	5,000.00	$	4,952.92	$	1,168.51	$ 6,121.43	122.43%	
660	1700	205353	Main Plant Outside Services	$	25,000.00	$	23,548.17	$	6,684.48	$ 30,232.65	120.93%	
660	1700	205361	Parts	$	30,000.00	$	17,841.57	$	1,403.06	$ 19,244.63	64.15%	
660	1700	205362	Consumables	$	2,500.00	$	200.00	$	-	$ 200.00	8.00%	
660	1700	205363	Outside Services	$	5,000.00	$	7,100.88	$	66.00	$ 7,166.88	143.34%	
660	1700	205440	Equipment & Furniture	$	-	$	119.99	$	-	$ 119.99	0.00%	
660	1700	205470	Equipment Repair/Maintenance	$	500.00	$	-	$	-	$ -	0.00%	
660	1700	205474	Mowing	$	9,000.00	$	4,947.00	$	923.00	$ 5,870.00	65.22%	
660	1700	205475	Tree Removal/Trimming	$	20,000.00	$	-	$	-	$ -	0.00%	
660	1700	208000	Operating Contingency	$	25,000.00	$	-	$	-	$ -	0.00%	
			MATERIALS AND SERVICES	**$**	**257,350.00**	**$**	**179,175.66**	**$**	**38,781.37**	**$ 217,957.03**	**84.69%**	
660	1700	217126	Transfer out Cap Res	$	200,000.00	$	150,000.00	$	-	$ 150,000.00	75.00%	Quarterly Transfer to 155-1200
660	1700	217136	Transfer Out Debt Services	$	43,000.00	$	32,250.00	$	-	$ 32,250.00	75.00%	Quarterly Transfer to 660-1706
			TRANSFERS	**$**	**243,000.00**	**$**	**182,250.00**	**$**	**-**	**$ 182,250.00**	**75.00%**	
			EXPENSE	**$**	**787,050.00**	**$**	**559,206.87**	**$**	**59,754.51**	**$ 618,961.38**	**78.64%**	
			Revenue Total	**$**	**827,987.00**	**$**	**665,576.60**	**$**	**73,474.93**	**$ 739,051.53**	**89.26%**	
			Expense Total	**$**	**787,050.00**	**$**	**559,206.87**	**$**	**59,754.51**	**$ 618,961.38**	**78.64%**	
			NET GAIN/(LOSS)	**$**	**40,937.00**	**$**	**106,369.73**	**$**	**13,720.42**	**$ 120,090.15**	**293.35%**	

Water Capital Reserve 660-1705

Monthly Financial Detail Report

APRIL 2022

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Period 10 - 10

Fiscal Year 2022

Fund	Dept	Account Number	Description		Budget for Year		Prior Mo Bal		Current Activity		Actual to Date	% of Budget	Notes
660	1705	300101	Beginning Balance	$	1,134,225.00	$	1,121,613.63	$	-	$	1,121,613.63	98.89%	Beginning Balance - Unaudited
660	1705	301500	Interest Earned	$	1,500.00	$	2,603.70	$	346.84	$	2,950.54	196.70%	LGIP Interest Earned
660	1705	314861	Transfer in General Reserve	$	500,000.00	$	375,000.00	$	-	$	375,000.00	75.00%	Quarterly transfer from 100-1010
660	1705	314866	Urban Renewal Contribution	$	12,000.00	$	9,000.00	$	-	$	9,000.00	75.00%	Quarterly transfer from 900-9000
660	1705	314875	Transfer in Water Operations	$	200,000.00	$	150,000.00	$	-	$	150,000.00	75.00%	Quarterly transfer from 660-1800
			REVENUE	**$**	**1,847,725.00**	**$**	**1,658,217.33**	**$**	**346.84**	**$**	**1,658,564.17**	**89.76%**	
660	1705	105110	Water Lead	$	-	$	3,902.88	$	399.28	$	4,302.16	0.00%	
660	1705	105111	Wastewater Lead	$	-	$	35.36	$	-	$	35.36	0.00%	
660	1705	105140	Fringe Benefits	$	-	$	402.25	$	40.74	$	442.99	0.00%	
660	1705	105141	Insurance Benefits	$	-	$	1,323.65	$	131.03	$	1,454.68	0.00%	
660	1705	105142	Regular PERS System	$	-	$	825.21	$	83.84	$	909.05	0.00%	
660	1705	105150	Capitalized Labor	$	31,750.00	$	-	$	-	$	-	0.00%	
			PERSONNEL	**$**	**31,750.00**	**$**	**6,489.35**	**$**	**654.89**	**$**	**7,144.24**	**22.50%**	
660	1705	407921	Capital Outlay-Infrastructure	$	41,500.00	$	-	$	-	$	-	0.00%	
660	1705	407941	Capital Outlay - Equipment	$	35,000.00	$	-	$	-	$	-	0.00%	
660	1705	407948	Capital Outlay - Water systems	$	241,000.00	$	9,201.14	$	15,578.72	$	24,779.86	10.28%	APR - Westech Engineering - E 2nd St. Phase 2 $1,759.72, RC&H JR, LLC - CT Panel upgrade $13,819.00
			CAPITAL OUTLAY	**$**	**317,500.00**	**$**	**9,201.14**	**$**	**15,578.72**	**$**	**24,779.86**	**7.80%**	
			EXPENSE	**$**	**349,250.00**	**$**	**15,690.49**	**$**	**16,233.61**	**$**	**31,924.10**	**9.14%**	
			Revenue Total	**$**	**1,847,725.00**	**$**	**1,658,217.33**	**$**	**346.84**	**$**	**1,658,564.17**	**89.76%**	
			Expense Total	**$**	**349,250.00**	**$**	**15,690.49**	**$**	**16,233.61**	**$**	**31,924.10**	**9.14%**	
			NET GAIN/(LOSS)	**$**	**1,498,475.00**	**$**	**1,642,526.84**	**$**	**(15,886.77)**	**$**	**1,626,640.07**	**108.55%**	

Wastewater Operating 670-1800

Monthly Financial Detail Report

APRIL 2022

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Period 10 - 10

Fiscal Year 2022

Fund	Dept	Account Number	Description	Budget for Year	Prior Mo Bal	Current Activity	Actual to Date	% of Budget	Notes
670	1800	300101	Beginning Balance	$ 179,702.00	$ 157,153.71	$ -	$ 157,153.71	87.45%	Beginning Balance - Unaudited
670	1800	304310	Water/Wastewater Services	$ 715,000.00	$ 496,923.56	$ 69,006.66	$ 565,930.22	79.15%	
670	1800	304312	Capital Reserve Fee	$ -	$ 46.21	$ 4.73	$ 50.94	0.00%	
670	1800	304320	Installation Charges	$ 6,000.00	$ 2,625.00	$ -	$ 2,625.00	43.75%	
			REVENUE	**$ 900,702.00**	**$ 656,748.48**	**$ 69,011.39**	**$ 725,759.87**	**80.58%**	
670	1800	105101	City Manager	$ 21,000.00	$ 11,910.57	$ 2,925.00	$ 14,835.57	70.65%	
670	1800	105102	Deputy Recorder	$ 11,000.00	$ 10,310.12	$ -	$ 10,310.12	93.73%	
670	1800	105105	Community Services Coordinator	$ 12,500.00	$ -	$ -	$ -	0.00%	
670	1800	105106	City Accountant	$ 4,700.00	$ -	$ -	$ -	0.00%	
670	1800	105107	Temp Accounting/Office Help	$ 20,000.00	$ -	$ -	$ -	0.00%	
670	1800	105110	Water Lead	$ -	$ 238.35	$ -	$ 238.35	0.00%	
670	1800	105111	Wastewater Lead	$ 63,000.00	$ 50,298.11	$ 5,148.21	$ 55,446.32	88.01%	
670	1800	105112	Field Utility 2	$ 15,000.00	$ 13,800.57	$ 557.90	$ 14,358.47	95.72%	
670	1800	105113	Field Utility 1	$ 15,000.00	$ 21,583.42	$ 1,246.71	$ 22,830.13	152.20%	
670	1800	105114	Field Utility	$ 42,000.00	$ 34,801.36	$ 4,040.31	$ 38,841.67	92.48%	
670	1800	105140	Fringe Benefits	$ 21,000.00	$ 14,645.67	$ 1,430.70	$ 16,076.37	76.55%	
670	1800	105141	Insurance Benefits	$ 58,000.00	$ 48,052.61	$ 4,056.33	$ 52,108.94	89.84%	
670	1800	105142	Regular PERS System	$ 29,000.00	$ 22,455.79	$ 2,185.36	$ 24,641.15	84.97%	
			PERSONNEL	**$ 312,200.00**	**$ 228,096.57**	**$ 21,590.52**	**$ 249,687.09**	**79.98%**	
670	1800	205210	Dues & Memberships	$ 1,550.00	$ 1,327.00	$ 23.33	$ 1,350.33	87.12%	
670	1800	205211	DEQ Fees	$ 4,500.00	$ 3,009.00	$ 100.00	$ 3,109.00	69.09%	
670	1800	205212	Fee Expense	$ 5,050.00	$ 4,993.77	$ 538.86	$ 5,532.63	109.56%	
670	1800	205222	Insurance	$ 14,000.00	$ 12,906.43	$ -	$ 12,906.43	92.19%	
670	1800	205240	Office Materials & Supplies	$ 8,500.00	$ 15,220.86	$ 4,035.49	$ 19,256.35	226.55%	
670	1800	205251	Telephones/Cell Phones/DSL	$ 6,600.00	$ 4,622.82	$ 370.63	$ 4,993.45	75.66%	
670	1800	205253	Postage	$ 6,000.00	$ 1,759.57	$ 13.69	$ 1,773.26	29.55%	
670	1800	205255	Education and Training	$ 2,000.00	$ 150.00	$ 1,078.06	$ 1,228.06	61.40%	

Fund	Dept	Account Number	Description	Budget for Year	Prior Mo Bal	Current Activity	Actual to Date	% of Budget	Notes
670	1800	205260	Contract Expense (all Professional, IGA & Personal Svcs)	$ 6,000.00	$ 30,443.53	$ 14,880.03	$ 45,323.56	755.39%	APR - Contractor's Clearing House (past and current) $13,244.75, National Photocopy IT $278.62, Finance Janet Cline $1,356.66
670	1800	205261	Auditor	$ 5,000.00	$ -	$ -	$ -	0.00%	
670	1800	205262	Legal	$ 1,000.00	$ -	$ -	$ -	0.00%	
670	1800	205270	Travel	$ 1,000.00	$ -	$ 15.12	$ 15.12	1.51%	
670	1800	205282	Software	$ 14,000.00	$ 2,900.00	$ 3,410.82	$ 6,310.82	45.08%	
670	1800	205311	Equipment Lease and Rental	$ 2,500.00	$ 4,880.13	$ 286.16	$ 5,166.29	206.65%	
670	1800	205312	Equipment Fuel/Tires/Parts	$ 5,000.00	$ 3,264.70	$ 774.25	$ 4,038.95	80.78%	
670	1800	205313	Equipment Repair	$ 6,000.00	$ 401.67	$ -	$ 401.67	6.69%	
670	1800	205317	Tools and Small Equipment	$ 2,000.00	$ 273.65	$ 450.78	$ 724.43	36.22%	
670	1800	205330	Building and Land Maintenance	$ 4,000.00	$ -	$ 405.00	$ 405.00	10.13%	
670	1800	205335	Custodial Support/Supplies	$ 1,500.00	$ 4,350.87	$ 721.72	$ 5,072.59	338.17%	
670	1800	205342	Plant Utilities	$ 32,000.00	$ 26,688.47	$ 2,369.42	$ 29,057.89	90.81%	
670	1800	205351	Main Plant Parts	$ 10,000.00	$ 8,607.60	$ 71.84	$ 8,679.44	86.79%	
670	1800	205352	Main Plant Consumables	$ 20,000.00	$ 8,336.39	$ 5,593.18	$ 13,929.57	69.65%	
670	1800	205353	Main Plant Outside Services	$ 3,000.00	$ 19,164.66	$ 7,002.89	$ 26,167.55	872.25%	
670	1800	205361	Parts	$ 6,000.00	$ 17,034.96	$ (16,636.00)	$ 398.96	6.65%	Moved VFD Pump to CIP
670	1800	205362	Consumables	$ 1,000.00	$ 11.42	$ 339.93	$ 351.35	35.14%	
670	1800	205363	Outside Services	$ 10,000.00	$ 6,691.42	$ -	$ 6,691.42	66.91%	
670	1800	205364	Collection I & I	$ 5,000.00	$ -	$ -	$ -	0.00%	
670	1800	205440	Equipment & Furniture	$ -	$ 119.99	$ -	$ 119.99	0.00%	
670	1800	205470	Equipment Repair/Maintenance	$ 1,500.00	$ -	$ -	$ -	0.00%	
670	1800	205474	Mowing	$ 2,500.00	$ 921.00	$ 277.00	$ 1,198.00	47.92%	
670	1800	205475	Tree Removal/Trimming	$ 10,000.00	$ -	$ -	$ -	0.00%	
670	1800	208000	Operating Contingency	$ 25,000.00	$ -	$ -	$ -	0.00%	
			MATERIALS AND SERVICES	**$ 222,200.00**	**$ 178,079.91**	**$ 26,122.20**	**$ 204,202.11**	**91.90%**	
670	1800	217126	Transfer out Cap Res	$ 200,000.00	$ 150,000.00	$ -	$ 150,000.00	75.00%	Quarterly transfer to 670-1805
			TRANSFERS	**$ 200,000.00**	**$ 150,000.00**	**$ -**	**$ 150,000.00**	**75.00%**	
			EXPENSE	**$ 734,400.00**	**$ 556,176.48**	**$ 47,712.72**	**$ 603,889.20**	**82.23%**	
			Revenue Total	**$ 900,702.00**	**$ 656,748.48**	**$ 69,011.39**	**$ 725,759.87**	**80.58%**	
			Expense Total	**$ 734,400.00**	**$ 556,176.48**	**$ 47,712.72**	**$ 603,889.20**	**82.23%**	
			NET GAIN/(LOSS)	**$ 166,302.00**	**$ 100,572.00**	**$ 21,298.67**	**$ 121,870.67**	**73.28%**	

Wastewater Capital Reserve 670-1805

Monthly Financial Detail Report

APRIL 2022

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Period 10 - 10

Fiscal Year 2022

Fund	Dept	Account Number	Description	Budget for Year	Prior Mo Bal	Current Activity	Actual to Date	% of Budget	Notes
670	1805	300101	Beginning Balance	$ 933,729.00	$ 1,004,775.44	$ -	$ 1,004,775.44	107.61%	Beginning Balance - Unaudited
670	1805	301500	Interest Earned	$ 2,500.00	$ 3,693.83	$ 499.47	$ 4,193.30	167.73%	LGIP Interest Earned
670	1805	314874	Wastewater Reserve	$ 200,000.00	$ 150,000.00	$ -	$ 150,000.00	75.00%	Wastewater Master Plan - Qtrly Transfer from 670-1800
670	1805	314866	Urban Renewal Contribution	$ 50,000.00	$ 37,500.00	$ -	$ 37,500.00	75.00%	Quarterly transfer from 900-9000
			REVENUE	**$ 1,186,229.00**	**$ 1,195,969.27**	**$ 499.47**	**$ 1,196,468.74**	**100.86%**	
670	1805	105110	Water Lead	$ -	$ 289.48	$ -	$ 289.48	0.00%	
670	1805	105111	Wastewater Lead	$ -	$ 1,802.02	$ -	$ 1,802.02	0.00%	
670	1805	105112	Field Utility 2	$ -	$ 648.85	$ -	$ 648.85	0.00%	
670	1805	105113	Field Utility 1	$ -	$ 961.77	$ -	$ 961.77	0.00%	
670	1805	105114	Field Utility	$ -	$ 84.89	$ -	$ 84.89	0.00%	
670	1805	105140	Fringe Benefits	$ -	$ 386.17	$ -	$ 386.17	0.00%	
670	1805	105141	Insurance Benefits	$ -	$ 1,484.36	$ -	$ 1,484.36	0.00%	
670	1805	105142	Regular PERS System	$ -	$ 638.03	$ -	$ 638.03	0.00%	
670	1805	105150	Capitalized Labor	$ 36,650.00	$ -	$ -	$ -	0.00%	
			PERSONNEL	**$ 36,650.00**	**$ 6,295.57**	**$ -**	**$ 6,295.57**	**17.18%**	
670	1805	407921	Capital Outlay - Infrastructure Systems	$ 166,500.00	$ 70,211.36	$ 38,968.73	$ 109,180.09	65.57%	APR - Westech Engineering E2nd St. Phase 2 $1,759.73, Automation Group VFD Pump $8,678.00, Digester 1+2 VFD upgrade $11,895.00, VFD Pump JE from operating to CIP $8,678 + $7,958
670	1805	407941	Capital Outlay - Equipment	$ 200,000.00	$ 93,583.34	$ 901.00	$ 94,484.34	47.24%	APR - General Eqpmt Co, WWCIP 2021-22 $901.00
			CAPITAL OUTLAY	**$ 366,500.00**	**$ 163,794.70**	**$ 39,869.73**	**$ 203,664.43**	**55.57%**	
			EXPENSE	**$ 403,150.00**	**$ 170,090.27**	**$ 39,869.73**	**$ 209,960.00**	**52.08%**	
			Revenue Total	**$ 1,186,229.00**	**$ 1,195,969.27**	**$ 499.47**	**$ 1,196,468.74**	**100.86%**	
			Expense Total	**$ 403,150.00**	**$ 170,090.27**	**$ 39,869.73**	**$ 209,960.00**	**52.08%**	
			NET GAIN/(LOSS)	**$ 783,079.00**	**$ 1,025,879.00**	**$ (39,370.26)**	**$ 986,508.74**	**125.98%**	

SDC-Admin 160-1605

Monthly Financial Detail Report

APRIL 2022

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Period 10 - 10

Fiscal Year 2022

Fund	Dept	Account Number	Description	Budget for Year	Prior Mo Bal	Current Activity	Actual to Date	% of Budget	Notes
160	1605	300101	Beginning Fund Balance	$ 582,484.00	$ 588,135.10	$ -	$ 588,135.10	100.97%	Beginning Balance - Unaudited
160	1605	301500	Interest Earned	$ 4,100.00	$ 1,874.93	$ 247.82	$ 2,122.75	51.77%	LGIP Interest
160	1605	304341	SDC Water Improvements	$ 25,791.00	$ 16,760.08	$ -	$ 16,760.08	64.98%	
160	1605	304342	SDC Water Reimbursements	$ 13,000.00	$ 10,387.75	$ -	$ 10,387.75	79.91%	
160	1605	304343	SDC Wastewater Reimbursement	$ 40,000.00	$ 48,821.75	$ -	$ 48,821.75	122.05%	
160	1605	304344	SDC Storm Drain Improvement	$ 15,000.00	$ 8,379.34	$ -	$ 8,379.34	55.86%	
160	1605	304435	LID Assessments	$ 7,700.00	$ 43,065.88	$ -	$ 43,065.88	559.30%	Lein collection $34,000
			REVENUE	**$ 688,075.00**	**$ 717,424.83**	**$ 247.82**	**$ 717,672.65**	**104.30%**	
			Revenue Total	**$ 688,075.00**	**$ 717,424.83**	**$ 247.82**	**$ 717,672.65**	**104.30%**	
			Expense Total	**$ -**	**$ -**	**$ -**	**$ -**	**0.00%**	
			NET GAIN/(LOSS)	**$ 688,075.00**	**$ 717,424.83**	**$ 247.82**	**$ 717,672.65**	**104.30%**	

WESTECH ENGINEERING, INC.
CONSULTING ENGINEERS & PLANNERS

City of Yachats, Oregon
2022 East 2nd Street Improvements
Notice Of Rejection Of All Bids

OWNER: **City of Yachats, Oregon**

TO: All Bidders

DATE: June 3, 2022

Pursuant with ORS 279C.395 and OAR 137-049-0440(5), this document constitutes the notice from the Owner of rejection of all bids for the referenced work, based on determination by the City Council that award is not in the public interest at this time.

Per item 15 of the Information for Bidders, "*If the Owner decides to reject all bids prior to issuing a Notice of Intent to Award, both the bids and any Bidder's Qualification packages will be returned to each respective bidder and will not be available for public inspection.*"

This notice (and the documentation noted above) is being sent to all bidders as listed below.

Bidder list *(copy of this notice provided to all bidders)*:
- Ray Wells, Inc.
- Laskey-Clifton Corporation

This notice is also being mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents from the Engineer (ie. those on the planholder's list).

cc:
- Rick McClung, City of Yachats Public Works

3841 Fairview Industrial Dr. S.E., Suite 100, Salem, Oregon 97302
Phone: (503) 585-2474 Fax: (503) 585-3986

LOCAL AGENCY AGREEMENT
Pedestrian and Bicycle Program Project Agreement
US 101 Mile Posts 167.47 to 164.67
Yachats Oregon Coast Trail Safety Improvements
City of Yachats

THIS AGREEMENT is made and entered into by and between THE STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State" or "ODOT;" and the CITY OF YACHATS, acting by and through its designated officials, hereinafter referred to as "Agency," both herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. State has determined that Agency is eligible for state funds for the work to be performed under this Agreement through the Pedestrian and Bicycle Program. The Parties enter into this Agreement to identify the Project that will be funded with the state funds, and describe the method State will use to reimburse Agency for work performed on the Project using the state funds, including establishing invoicing requirements and the reimbursement rate.

2. By the authority granted in Oregon Revised Statute (ORS) 366.514, funds received from the State Highway Trust Fund are to be expended by the State and the various counties and cities for the establishment of footpaths and bicycle trails. For purposes of Article IX, Section 3(a), of the Oregon Constitution, the establishment and maintenance of such footpaths and bicycle trails are for highway, road, and street purposes when constructed within public right-of-way.

3. By the authority granted in ORS 190.110, 366.572 and 366.576, state agencies may enter into cooperative agreements with counties, cities, and units of local government for the performance of any or all functions and activities that a party to the Agreement, its officers, or agents have the authority to perform.

4. State established a Pedestrian and Bicycle Program fund in the Statewide Transportation Improvement Program (STIP) to meet the minimum requirement of one (1) percent of State Highway Funds to be spent on Pedestrian and Bicycle facilities. The 2021-2024 STIP program's $22.2 million for the Pedestrian and Bicycle Program allocated to the Sidewalk Improvement Program (SWIP).

5. US 101 is a part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission (OTC). The Oregon Coast Trail and Oregon Coast Bike Route operate a popular biking and walking trail system, "Trail," along the US 101 shoulder area.

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. State and Agency agree to Agency delivering the Yachats Oregon Coast Trail (OCT) Safety Improvement project, hereinafter referred to as “Project.” The Project includes the installation of channelization posts (tubular markers) to create separation from motor vehicles along the shoulder which serves as the OCT route through this area. The Project location and approximate limits are shown on the map marked “Exhibit A,” attached hereto and by this reference made a part hereof.

2. The total Project cost for the work to be performed under this Agreement is estimated at $15,000, which is subject to change. State shall fund the Project in an amount not to exceed $15,000. Agency shall be responsible for any portion of the Project cost which is not covered by State funds.

3. State shall reimburse Agency actual costs incurred in carrying out the Project, up to the maximum amount of state funds committed for the Project.

4. Agency is solely responsible for any and all costs incurred in excess of the state funds identified in this Agreement. Any unspent state funds will be retained by State and will not be available for Agency use. State funds transferred to Agency must be used for the Project.

5. To be eligible for reimbursement, expenditures must comply with the requirements of Article IX, Section 3a of the Oregon Constitution. Eligible costs are defined as reasonable and necessary costs incurred by the Agency in performance of the Project.

6. The term of this Agreement will begin upon the date all required signatures are obtained. Work shall be completed no later than 10/31/2023. This Agreement will terminate six (6) months after that date unless extended by a fully executed amendment. Maintenance responsibilities shall survive any termination of this Agreement.

AGENCY OBLIGATIONS

1. Agency shall perform the work described in Terms of Agreement, parargraph 1 of this Agreement.

2. Agency shall, upon execution of this Agreement, forward to State a letter of request for an advance deposit or irrevocable letter of credit in the amount of $7,500, which is fifty (50) percent of the costs related to the installation of the tubular markers for the Project.

3. Upon completion of Project, Agency shall either send to State a bill for the amount which, when added to State's advance deposit, will equal 100 percent of the total Agency costs for Project or Agency will refund to State any portion of said advance deposit which is in excess of the total Agency costs for Project.

4. Agency shall, at its own expense, maintain the Project improvements upon completion of Project. Maintenance responsibilities shall survive termination of this Agreement.

5. Agency, or its consultant, shall conduct the necessary preliminary engineering and design work required to produce final plans, specifications and cost estimates in accordance with current state and federal laws and regulations; obtain all required permits; be responsible for all utility relocations; advertise for bid proposals; award all contracts; perform all construction engineering; and make all contractor payments required to complete the Project.

6. Agency shall submit a copy of the plans and specifications to State through District 4 Office for review and concurrence prior to advertising for a construction contract or prior to construction, if Agency forces will perform the construction work. Concurrence must be received from State prior to proceeding with the Project.

7. Agency shall not award a construction contract until State's District representative has reviewed and approved the low bidder's proposal and costs.

8. **Americans with Disabilities Act Compliance**:

   a. When the Project scope includes work on sidewalks, curb ramps, or pedestrian-activated signals or triggers an obligation to address curb ramps or pedestrian signals, the Parties shall:

      i. 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, and pedestrian-activated signals meet current ODOT Highway Design Manual standards;

      ii. 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;

iii. At Project completion, send a completed ODOT Curb Ramp Inspection Form 734-5020 to the address on the form as well as 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; and

iv. 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 prior to acceptance of Project by Agency and prior to release of any Agency contractor.

b. Agency 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. Agency 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 prior to the start of construction.

c. Agency shall ensure that any portions of the Project under Agency's maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of the Project. This includes, but is not limited to, Agency ensuring that:

i. Pedestrian access is maintained as required by the ADA,

ii. Any complaints received by Agency identifying sidewalk, curb ramp, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,

iii. Agency, or abutting property owner, pursuant to local code provisions, performs any repair or removal of obstructions needed to maintain the facility in compliance with the ADA requirements that were in effect at the time the facility 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 shall survive termination of this Agreement.

9. Agency shall contact ODOT District 4 Office seven (7) days prior to the commencement of construction and, if required, obtain a permit to occupy State right of way through the State District 4 Office.

10. If Project includes traffic control devices or illumination on or along a state highway, Agency shall:

    a. Contact ODOT District Office and, if required, obtain a miscellaneous permit to occupy State right of way through the State District 4 Office prior to the commencement of construction.

    b. Pursuant to Oregon Administrative Rule (OAR) 734-020-0430, obtain the approval of the State Traffic Engineer prior to the design and construction of any traffic control device, or illumination to be installed on a state highway.

    c. Ensure that all Project work and maintenance activities involving pedestrian-activated signals comply with the ADA and Agency Obligations paragraph 7.

11. Agency shall submit all of the following items to State's Project Manager, at Project completion and prior to final payment:

    a. Final Project Acceptance form No. 734-5216 (completed with State's Project Manager);
    b. Final Cost with itemized statement; and
    c. As-Constructed Drawings

12. Agency shall present a final invoice for the eligible, actual costs incurred by Agency on behalf of the Project directly to State's Project Manager listed in this Agreement for review and approval. Agency must pay its contractors, consultants and vendors before submitting a request for reimbursement to ODOT for reimbursement. Such invoice shall be in a form identifying the Project, Key number, the Agreement number, the Project phase and amount charged to each (such as preliminary engineering, right of way, and construction), the invoice number, and will itemize all expenses for which reimbursement is claimed. Travel expenses will not be reimbursed.

13. Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, Agency 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.

14. Agency shall perform the services under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.

15. All employers, including Agency, that employ subject workers who work under this Agreement 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. Employers Liability insurance with coverage limits of not less than $500,000 must be included. Agency shall ensure that each of its subcontractors complies with these requirements.

16. Utility relocation or reconstruction may or may not be an eligible Project expense according to the following standard:

    a. The expense is an eligible expense if the owner of the utility facility possesses a property right for its location on the public right of way.

    b. The expense is not an eligible expense if the owner of the utility facility does not possess a property right for its location, but the facility exists on the public right of way solely under the permission of the Agency or other road authority, whether that permission is expressed or implied, and whether written or oral.

17. Agency certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within Agency's current appropriation or limitation of the current budget. Agency further agrees that they will only submit invoices to State for reimbursement on work that has been performed and paid for by Agency as described in this Agreement.

18. If Agency enters into a contract for performance of work under this Agreement, Agency agrees to comply with the following:

    a. Contracts:

        i. All contracts must be in writing, executed by Agency, and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the contract. Use of a contract does not relieve Agency of its responsibilities under this Agreement.

ii. Agency shall require all of its contractors performing work under this Agreement to name State as a third-party beneficiary of the resulting contract with the contractor and to name State as an additional or "dual" obligee on contractor's payment and performance bonds.

iii. Agency shall provide State with a copy of any signed contract upon request by State. This paragraph, 18 a.iii, shall survive expiration or termination of this Agreement.

iv. Agency must report to State any material breach of a term or condition of a contract within ten (10) days of Agency discovering the breach.

b. Contract Indemnification:

i. To the fullest extent permitted by law, and except to the extent otherwise void under ORS 30.140, Agency shall require each of its contractors that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon, the Oregon Transportation Commission, and the Oregon Department of Transportation and their respective officers, members, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever (hereinafter, referred to individually and collectively as "Claims") to the extent such Claims result from, arise out of, or relate to the activities or omissions of Agency's contractor, subcontractor(s), or their respective officers, employees, or agents under the resulting contract or otherwise related to the project.

ii. Any such indemnification shall also provide that Agency's contractor shall ensure that neither Agency's contractor(s) or its subcontractor(s) nor any attorney engaged by any Agency contractor or subcontractor shall defend any 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 the prior written consent of the Oregon Attorney General. The State of Oregon may, at any time at its election assume its own defense and settlement in the event that it determines that any Agency contractor or subcontractor is prohibited from defending the State of Oregon, or that any Agency contractor or subcontractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against Agency's contractor(s) and subcontractor(s) if the State of Oregon elects to assume its own defense.

c. Contract Insurance:

   i. Agency shall require the other party or parties to each of its contracts, that are not units of local government as defined in ORS 190.003, to meet the minimum insurance requirements provided in Exhibit B, attached hereto and by this reference made a part hereof. Agency may specify insurance requirements for its contractor(s) above the minimum insurance requirements specified in Exhibit B. Agency shall verify its contractor(s) meet the insurance requirements in Exhibit B.

   ii. Agency shall determine insurance requirements and insurance types and amounts as deemed appropriate based on the risk of the work outlined within the contract. Agency shall specify insurance requirements and require its contractor(s) to meet the insurance requirements. Agency shall obtain proof of the required insurance coverages, as applicable, from any contractor providing services related to the contract.

   iii. Agency shall require its contractor(s) to require and verify that all subcontractors carry insurance coverage that the contractor(s) deems appropriate based on the risk of the subcontracted work.

d. Agency shall include provisions in each of its contracts requiring its contractors to comply with the indemnification and insurance requirements in subparagraphs b and c of this Agency Obligations Paragraph 18.

19. Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts during the course of the Project and for a period of six (6) years after final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.

20. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.

21. Agency's Project Manager for this Agreement is Rick McClung, Water Treatment Plant Operator, City of Yachats, 500 W 7th, Yachats, OR 97498, 541-547-3565 email: Rick@YachatsMail.org, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

STATE OBLIGATIONS

1. State shall upon receipt of a fully executed copy of this Agreement, and upon a subsequent letter of request from Agency, forward to Agency an advance deposit or irrevocable letter of credit in the amount of $7,500, which is fifty percent (50%) of State funds allocated for the Project, as identified in Terms of Agreement, paragraph 2 for the work to be performed by Agency at State's request.

2. Upon completion of Project, inspection and approval by State staff, and receipt from Agency of an itemized statement of the actual total cost of the Project, State shall deposit with Agency a final payment, which when added to any amount previously advanced by State, shall not exceed the actual total cost of the State's share of the originally estimated Project cost. Should final Project costs exceed the original estimate, extra costs shall be borne by Agency.

3. State's District 3 Office shall review and must concur in the plans prepared by Agency before the Project is advertised for a construction contract or before construction begins if Agency forces shall perform the work. State's Pedestrian and Bicycle Program office shall process all invoices submitted by Agency.

4. If the Project has the potential of needing right of way, to ensure compliance in the event that right of way is unexpectedly needed, a right of way services agreement will be required. State, at Project expense, shall be responsible for project acquisition and coordination of the right of way certification at Project expense.

5. State's Project Manager will arrange for a final project inspection upon notification from Agency of Project completion, to confirm project completeness and fulfillment of Agreement obligations, prior to final payment.

6. State certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within State's current appropriation or limitation of current biennial budget.

7. State's Project Manager for this Agreement is Jenna Berman, Region 2 Active Transportation Liaison, 3700 SW Philomath Boulevard, Corvallis, Oregon 97333; cell phone: (917) 719-6024; email: jenna.berman@odot.oregon.gov, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

GENERAL PROVISIONS

1. This Agreement may be terminated by mutual consent of both Parties.

2. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the

following conditions:

a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.

b. If Agency fails to perform any of the other provisions of this Agreement or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.

c. If Agency fails to provide payment of its share of the cost of the Project.

d. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.

e. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or if State is prohibited from paying for such work from the planned funding source.

3. If State terminates this Agreement for the reasons described in General Provisions 2(a) or (b) above, Agency must reimburse State for all state funds expended. If Agency fails to reimburse State, State may withhold Agency's proportional share of State Highway Fund distribution necessary to reimburse State for costs incurred by such Agency breach.

4. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

5. 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 State or Agency 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.

6. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State 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 Agency in such proportion as

is appropriate to reflect the relative fault of State on the one hand and of Agency 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 State on the one hand and of Agency 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. State'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 State had sole liability in the proceeding.

7. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency 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 State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State 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 Agency on the one hand and of State 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. Agency'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.

8. 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.

9. State and Agency are the only Parties to this Agreement and, as such, are the only Parties entitled to enforce its terms. Nothing in this Agreement gives or shall be construed to give or provide any benefit, direct, indirect or otherwise to third persons unless such third persons are expressly identified by name and specifically described as intended to be beneficiaries of its terms.

10. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

11. This Agreement and attached exhibits constitute 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. No

waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision.

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

Signature Page Follows

CITY OF YACHATS, by and through its elected officials

By ______________________________

Date ____________________________

By ______________________________

Date ____________________________

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

By ______________________________
Agency Counsel

Date ____________________________

Agency Contact:
Rick McClung
500 W 7th
Yachats, OR 97498
541-547-3565, ext. 123
Rick@YachatsMail.org

State Contact:
Jenna Berman
Region 2 Active Transportation Liaison
3700 SW Philomath Boulevard
Corvallis, Oregon 97333
(971) 719-6024
Jenna.Berman@odot.Oregon.gov

STATE OF OREGON, by and through its Department of Transportation

By ______________________________

Date ____________________________

APPROVAL RECOMMENDED

By ______________________________
Pedestrian and Bicycle Program Manager

Date ____________________________

By ______________________________
Region 2 Manager

Date ____________________________

By ______________________________
District 4 Manager

Date ____________________________

EXHIBIT A – Project Location Map

Yachats Oregon Coast Trail Safety Improvement

EXHIBIT B
Contract Insurance Requirements

1. GENERAL.

a. Agency shall require, in its contracts with entities that are not units of local government as defined in ORS 190.003 (if any), that its contractors: 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 contract commences, and ii) maintain the insurance in full force throughout the duration of the contract. 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 State. Agency shall not authorize work to begin under the contract until the insurance is in full force. Thereafter, Agency shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Agency shall incorporate appropriate provisions in the contract permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Agency permit work under a contract when Agency is aware that the contractor is not in compliance with the insurance requirements. All references to "contractor" in this Exhibit B refer to Agency's contractor as identified in this Paragraph 1.a

b. The insurance specified below is a minimum requirement that the Agency shall require its contractor to meet, and shall include such requirement in Agency's contract with its contractor. Agency may determine insurance types and amounts in excess of the minimum requirement as deemed appropriate based on the risks of the work outlined within the contract.

c. Agency shall require each of its contractors 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.

2. TYPES AND AMOUNTS.

a. WORKERS COMPENSATION.
All employers, including Agency's 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.**

b. PROFESSIONAL LIABILITY.

A&E and Related Services: Professional liability insurance is required for A&E design services and A&E Related Services, except that professional liability coverage may be waived by Agency for low-risk related services, such as public involvement or outreach.

General:

Professional liability insurance must cover damages caused by negligent acts, errors or omissions of contractor and contractor's subcontractors, agents, officers or employees related to the professional services to be provided under the contract.

Coverage shall be written with a per claim, incident or occurrence limit, or the equivalent, of not less than ☐ **$1,000,000** ☒ **$2,000,000** ☐ **$5,000,000.**

Annual aggregate limits shall not be less than ☒ **$2,000,000** ☐ **$4,000,000** ☐ **$10,000,000**.

If this insurance is provided on a "claims made" basis, Contractor shall maintain continuous claims made liability coverage or shall acquire tail coverage to continue the same coverage for a duration of at least **2 years**, unless ☐ **3 years** or ☐ **5 years** is specified, after completion of the contract or for the foregoing extended period beyond contract expiration or termination. Evidence of any required extended period coverage will be a condition of final payment under the contract.

c. 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. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the Contractor shall provide the Contractual Liability – Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy. Amounts below are a minimum requirement as determined by State:

Coverage shall be written on an occurrence basis in an amount of not less than ☒ **$1,000,000** ☐ **$2,000,000** ☐ **$5,000,000** per occurrence.

Annual aggregate limit shall not be less than ☒ **$2,000,000** ☐ **$4,000,000** ☐ **$10,000,000**.

d. 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 damage. Amount below is a minimum requirement as determined by State:

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

This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability).

e. EXCESS/UMBRELLA LIABILITY.
A combination of primary and Excess/Umbrella Liability Insurance may be used to meet the required limits of insurance.

f. ADDITIONAL INSURED.
The liability insurance coverages, except Professional Liability or Workers' Compensation/Employer's Liability, if included, must endorse 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 contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations.

Additional Insured Endorsements shall be submitted with the Certificate(s) of Insurance and must be acceptable to the Agency.

g. "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 contract, for a minimum of twenty-four (24) months following the later of: (i) the contractor's completion and Agency's acceptance of all Services required under the contract or, (ii) the expiration of all warranty periods provided under the contract. 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 State may grant approval of the maximum "tail " coverage period reasonably available in the marketplace. If State approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

3. NOTICE OF CANCELLATION OR CHANGE.

The contractor or its insurer must provide thirty (30) days' written notice to Agency before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s). **The Agency shall immediately notify State of any change in insurance coverage.**

4. CERTIFICATE(S) OF INSURANCE.

Agency shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the contract. The certificate(s) or an attached endorsement must endorse: i) **"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 in regards to the Commercial General Liability and Automobile Liability policies and ii) that all liability insurance coverages shall be primary and non-contributory with any other insurance and self-insurance, with exception of Professional Liability and Workers' Compensation/Employer's Liability.

City of Yachats Volunteer Agreement

City of Yachats
441 Highway 101 N
PO Box 345
Yachats, OR 97498

Phone: 541-547-3565
Fax: 541-547-3063

Thank you for your interest in volunteering for City of Yachats. We look forward to partnerships with volunteers to enable us to effectively serve the citizens of our community. In order to ensure the safety of our volunteers and protect the interests of City of Yachats, we require potential volunteers to complete this questionnaire form and participate in a background check. Thank you for volunteering.

First Name	Donald
Last Name	Phipps
Address	1010 Hanley Drive
City	Yachats
State	OR
Zip Code	97498
Daytime Phone	5419748586
Evening Phone	5419748586
Email	jazzmanneobop@yahoo.com

(Section Break)

Volunteer Activity

Please describe the type of volunteer work you are interested in performing or activity/event you wish to volunteer for.	Public Works and Streets Commission
Please list the date(s) or	Any time

range of dates for which you would like to volunteer	
Statement of Interest or Related Experience for Commissions & Committees	I would like to help improve Yachats streets and water service. In the 19 months I've lived here, I believe there are issues that could be resolved. Speeding on city roads and 101, safety issues, water availability, etc., are all of concern. I have been the CEO of a marketing research firm I founded for 30 years. The company name is Applied Marketing Research, Inc. I've conducted research for Global 1000 and state agencies. Some of my studies have been global, but most are national in scope. To see more about my professional activities, please visit my LinkedIn profile: www.linkedin.com/in/donphipps/ I have also worked as a volunteer activist for several organizations. In my local community of Baldwin City, KS, where I resided for 17 years before moving to Yachats, I was awarded "The Baldwin City Economic Development Community Service Person of the Year for 2014." I feel I could make a positive contribution to the community by joining the commission and look forward to serving.
Upload document, if needed	*Field not completed.*

(Section Break)

References
*Please list two references that are **not related to you** and that have knowledge of your relevant experience for the type of volunteer activity you are interested in.*

Reference 1

First Name	Dahn
Last Name	Rai
Address	1000 Hanley Drive
City	Yachats
State	OR

Zip Code	97498
Phone Number	541-961-9212
Relationship	Neighbor
Years Known	1.5 years

Reference 2

First Name	Ronald
Last Name	Roth
Address	10924 S. North Lake Ave.
City	Olathe
State	KS
Zip Code	66061
Phone Number	319-230-2718
Relationship	Friend
Years Known	10 plus years

Emergency Information
Name and contact information for the person(s) to reach in the event of an emergency.

Name	Cheryl Roth
Phone Number	3192309232
Relationship	Companion
Name	Wes Phipps
Phone Number	7857605146
Relationship	Son

I understand and agree to the following:

- I will keep all issues pertaining to city business confidential
- I may be subject to background and motor vehicle record checks.

- I will adhere by Oregon Occupational Safety and Health Division (OR-OSHA) safety standards and training I am provided.
- I have read and understand the Volunteer Policy.

I hereby certify that the facts set forth in this volunteer registration are true to the best of my knowledge. I agree that if the information given in my registration, resume, or any other materials, or during any interview, is found to be false in any way, it shall be considered sufficient cause for denial of volunteer status.

I understand that City of Yachats is not obligated to appoint me to a volunteer position and that nothing contained in the volunteer registration form is intended to create a contract between City of Yachats and me. In addition to the above items, I agree to comply with the policies, rules, regulations, and procedures of City of Yachats, which I understand may change at any time and I understand that my volunteer status can be terminated with or without cause or notice, at any time, at the option of either me or City of Yachats.

Signature	Donald L. Phipps
Date	5/10/2022

Required for all Minors: Parent or Guardian's Authorization for Medical Care & Consent to Agreement

I PARENT/GUARDIAN as parent or legal guardian, hereby grant permission for MINOR to do volunteer work for City of Yachats. In the event of an emergency, accident, or illness, I authorize City of Yachats and its employees to administer emergency medical care to my child and/or, if deemed necessary, to secure emergency medical services and incur expenses for which I will be responsible for payment. My signature in the following hereby represents that I have read, understand, and to this agreement.

Parent/Guardian	*Field not completed.*
Minor	*Field not completed.*
Signature	*Field not completed.*
Date	*Field not completed.*

Version 2019-04-16

City of Yachats

PUBLIC WORKS AND STREETS COMMISSION
MEETING SUMMARY
May 10, 2022

I. MEETING CALLED TO ORDER

Meeting called to order at 2:02 pm by Chair, Linn West

Present: Bob Bennett, Alex Cox, Kevin Erdahl, Don Groth, Ron Urban, Linn West, Chair, Neal Morphis, Dave Buckwald, Rick McClung, Don Phipps, MaryBeth Selby, John Purcell, Greg Scott

II. CORRESPONDENCECOMMUNICATION

(01:08) West reminded the commission there was a Cascadia presentation at the Commons on Thursday.

III. REPORTS

A. Public Works Report

(01:37) Buckwald reviewed the report included in the packet, drawing attention to rainfall for April as well as water production. He advised one more tree will have to come down on the south side of the intersection of Pacific and Crestview indicating it is damaged and needed to be removed. Told the commission that some of the crew has been working at the water plant and the rest of the crew has been doing a lot of CCTV sewer cleaning. He has been tabulating the speed signs information and is trying to get a format to deliver it to the commission. Advised it took three (3) hours to download July of 2017.He advised for the one week he downloaded, there were 20K going north and going south was 19.5K and the average speed in front of City Hall was 34 mph. He asked if the Commission wanted Public Works to purchase another speed sign with Bluetooth, etc. and putting that in another location.

(5:11) Phipps advised he raised the issue with City Council two (2) months ago about speeding between Ocean View and Yachats Ocean Road. Crossing the street there is dangerous, firstly because there are no delineators, there is a blind curve and vehicles speeding. He went on to talk about excessive speeds through the area. He stated further that he suggested speed enforcement cameras since there is no law enforcement in the area. He went on to discuss other cities using these cameras. He spoke about how the cameras worked and felt that also having a sign indicating “speed radar enforced” would slow people down. He also advised ticket proceeds would be revenue for the City.

(10:58) Buckwald continued his conversation about the speed signs indicating the City has no control over what the signs on 101 state but if one was purchased for Ocean View Road, it can be programed to say many things and it can collect a lot of data.

(12:30) McClung advised his report involves items further down in the report so he’ll wait.

B. Finance

(13:01) Groth showed the March financial report via screen share and gave highlights.

(19:37) Buckwald advised the Capital Outlay-Street Project amount of $2,687.89 was split four (4) ways, streets, sewer, storm and water and the remainder of the $10.777 went to Gender Drive.

(20:11) Bennett asked about the material charge and asked what was under storm drain maintenance for materials. Buckwald responded that several culverts were purchased, some for Gender Drive, as an abatement until that issue is resolved.

(20:58) Groth advised the City is still behind a month posting revenue but hopefully the posting for April will be a double for March and April. He continued going through the report. Groth asked if there was any input from Public Works Department,

(22:02) Buckwald indicated that the three (3) trees on Crestview will come down around mid-June and that will be about $12K-$13K.

(23:20) Bennett commented about the proposed budget and that the line items have been corrected and he is happy with that.

(29:27) West asked if the equipment has been purchased this year or is some being pushed to next year?

(29:43) Buckwald responded that some is being pushed out. Discussion about inability to purchase items due to supply and shortages.

(30:29) Bennett mentioned doing the storm drain study and then commission the SDC study. He went on to say the storm drain work is in the Master Plan but there is nothing for the System Development Charge contract and that should be thought about. Discussion ensued.

C. Emergency Preparedness Report

(33:06) Bennett advised there were several documents sent out for the agenda.

1. Fair

(33:39) Selby shared the schedule for the fair and went over it.

(37:40) West referred to the list of volunteer needs and asked how people sign up for those. Selby said to contact her or Tracy Crews and went over the volunteer opportunities.

(39:12) West charged the Commissioners to volunteer if possible and if unable to volunteer to at least be sure to attend the event and get the word out about the fair.

2. Presentation re: CONEX

(40:20) Selby then referred to the document shared on the screen (City of Yachats Cascadia Event Disaster Relief Supply Cache Proposed Project) to expand the current survival caches that Yachats has. This is just a part of a larger disaster emergency response plan. She asked that the Commission approve the project so the next steps can be taken. She then asked for questions. There were none.

(54:49) Bennett made the motion to **take the City of Yachats Cascadia Event Disaster Relief Supply Cache Proposed Project to**

the next stage to present the project to the City and get the necessary funding.

Vote: Bob Bennett, aye; Alex Cox, aye; Kevin Erdahl, yes; Don Groth, aye; Ron Urban, aye, Linn West, aye. **Motion carried unanimously.**

3. **Latest Memorandum of Understanding with FS(MOU)**

   (55:40) Selby then presented the MOU between the Fire Department and the City and reviewed it.

   (1:01:04) Groth asked about a cache for the Fire Department and Selby replied that the Fire Department is planning on having a cache right next to the other one for items they need.

   (1:02:16) Bennett thanked Selby for all the work she put in to get this project moving.

   (1:03:56) Urban moved **to approve the Memorandum of Understanding (MOU) between the YRFD and the City of Yachats and move it to the next step.**

   Vote: Bob Bennett, yes; Alex Cox, yes; Kevin Erdahl, yes; Don Groth, aye; Ron Urban, yes, Linn West, yes. **Motion carried unanimously.**

D. Sustainable Water Team

(1:06:25) Erdahl reported that their first meeting will be the last week of May, no exact day or time yet.

(1:07:15) Purcell complimented Selby of her presentation. The team met with City Manager Lambert, Counselors Scott and O'Shaughnessey discussing changing from committee to team and sent out an overview. The first edition of "Water Matters" has been completed and hopefully that will be in the next city newsletter.

IV. CURRENT BUSINESS

A. East 2nd Street Improvement

(1:10:21) McClung advised the bid on the East 2nd Street Project closes on the 24th and there are two bids and a third one coming.

B. Earthquake Valve and Backwash Project to Design and Bid

(1:11:35) This has not gone out to bid yet. He called FEMA about the grant which could be up to $70K but not sure when it will come in. He is concerned about the timing. Discussion had regarding getting this project moving. McClung suggested putting a bid with the understanding that construction would not be until late fall. The grant was finalized in February. Discussion continued. Decision made to contact the engineer to change the dates and put the project out to bid.

C. Storm Water Study Status

(1:20:28) In the new budget the language was changed to Storm Water Master Plan. Discussed the recommended amount of $60K with $10K this year and $50K the next fiscal year. Discussion continued regarding the SDC study and McClung advised he hasn't solicited anyone, but it can be expected to be about $100K. Talked about having money put into the budget for the SDC Study. Decided that West would email Lambert and Lauritzen and ask that the $100K be included in the budget for 2022-2023 fiscal year.

D. CIP Information Sheets

(1:256:29) McClung advised that he and Buckwald had to do CIP narratives for the budget, so this is done. Discussion held about preparing the CIP sheets as the project comes up to ensure proper record keeping. McClung advised he has a CIP request form, but he wants to go over it with Lambert.

E. Street Inventory Status

F. Street Lighting Study

G. Public Works Standards

V. NEW BUSINESS

A. Name Change for Emergency Preparedness Committee to Team

(1:12:12) West advised that at the Commission Chair meeting tomorrow he is going to question whether the committee to team change will also apply to the Emergency Preparedness Committee. Discussion was held and commissioners felt it should remain as a committee so that there is documentation and record keeping.

B. Speed of Vehicles Through Town

(1:29:40) West asked how the Commission wanted to proceed. He felt there were some restrictions per ODOT as to what can and can't be done. Discussion was held about what was available without a large price tag. Discussion was held regarding a municipal judge.

(1:33:03) Scott clarified that a Municipal Judge can only enforce City Ordinances. A traffic issue would be outside that scope. Any fines collected go to the agency that own the road so 101 is not the City. There is no authority to issue a ticket, authority to issue a fine or collect a fine. He went on to say this has been brought before ODOT before and even after two (2) fatalities at the north end of town ODOT still would not change anything.

(1:34:40) Phipps appreciated the hard work and the consideration of the speed issue. He advised he would be willing to volunteer his time to contact the other cities in Oregon and speak to those involved in getting their systems in place and get all the questions and problems that arose during the process.

(1:38:48) Bennett wanted to separate the delineators from the speed cameras/signs and then went on to give the history of that area. The delineators are a trails issue with ODOT.

(1:41:06) Groth brought to Phipps attention that there is an opening on the Public Works and Streets Commission. He went on to say several different surveys need to be performed and the Commission could use Phipps' expertise. Phipps said he would consider it. Morphis posted a link to the application form.

(1:42:06) Cox spoke to the fact that discussion revealed that the City would really get no advantage to fines, etc. of having cameras in town. He questioned if rumble strips or speed bumps in the middle to town could be used. Discussion held regarding cameras and information gained as well as working with ODOT.

(1:45:22) Erdahl asked what the status of the delineators is and McClung advised it is with ODOT and he is hopeful the project will happen over the summer.

(1:46:11) Discussion held on contacting ODOT and investigating the speed issue. Speed limits are set by the Speed Control Board.

(1:51:58) Bennett talked about the design of the flower beds and the “lobes” showing entrance of a congested area. He felt the “lobes” were not being taken advantage of with something higher. He went on the discuss collection of data and analysis of the highways.

(1:52:32) Selby felt another 25-mph sign before the curve would be helpful because the other sign is on the other side of town and people think their leaving town and speed up. She felt a camera could project a negative vibe as Yachats being a punitive community. She suggested supplying different options and getting the community to weigh in.

(1:55:59) Groth said a sign before the curve heading south has been explored and ODOT nixed it. Buckwald agreed with that saying where the signs are is where ODOT allowed them and ODOT wouldn’t even allow a metal sign. He stated we can try again perhaps new people are in place…

(1:57:05) Urban indicated he lives between 7th and 8th streets. He spoke of a big diesel RV pulling a large vehicle behind. As the vehicle came up to the speed sign it was doing 39 mph when it started to break. He felt there are ways to obtain the data needed to get something to slow down traffic.

(2:00:23) West closed the discussion and asked the Commissioners to think about the issue and determine some ways to obtain data and equipment allowed by ODOT.

(2:01:13) Phipps advised that he has watched traffic and while the flashing speed sign works for some, for most it does not. He felt to obtain data video cameras could be put unobtrusively on the side of the road to show via the speed signs how fast vehicles are going.

Meeting adjourned at 4:04 pm

Next meeting June 14, 2022, at 2 pm.

Transcribed by Contractor, L.F. Barrett, May 18, 2022