

1. Agenda

Documents:

[09-06-2017 COUNCIL WS AGENDA.PDF](#)

2. Meeting Materials

Documents:

[09-13-2017 COUNCIL REGULAR AGENDA.PDF](#)
[CIVEL WEST ENG SERVICE 08-31-17.PDF](#)
[EXCERPT FROM PARKS-COMMONS MEETING.PDF](#)
[EXCERPT PARKS-COMMONS MINUTES ABOUT USER SUPPORT POSITION
08-2017.PDF](#)
[FRIENDS CONTRACT FOR USER SUPPORT - REVIEW.PDF](#)
[KEESEY TRAINING.PDF](#)
[LLCM 501 ANALYSIS PROPOSALS.PDF](#)
[ORD 347 CH 4-08 CHANGES.PDF](#)
[VISITOR S CENTER CONTRACT REVIEW.PDF](#)

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, REGULAR COUNCIL MEETING



441 Hwy 101 N., Yachats Commons, Room 1, Yachats OR

Wednesday, September 6, 2017 at 9:30am

WORK SESSION AGENDA

- I. CALL MEETING TO ORDER
- II. WORK SESSION DISCUSSION TOPICS
 - a) Vacation rentals and proposed changes to Code
 - b) Proposals for the inspection, analysis and recommendation of options for a treatment program regarding conditions at Little Log Church & Museum and Library relocation project
 - c) South Tank site update
 - d) Proposal for training in using Keesey's Parliamentary Procedures
 - e) Review of contracts for Friends (Support Manager) and Visitors Center (Operations)
 - f) Pollinator program update – City's commitment or level of participation
 - g) Approve agenda for September 13, 2017 City Council meeting **at 6:00pm**

REGULAR COUNCIL MEETING

- | | | |
|------|--|------|
| I. | Formal vote to hire new City Manager (Shannon Beaucaire) | VOTE |
| II. | Ordinance 347 – Amendments to Yachats Municipal Code: Vacation rentals | VOTE |
| III. | Training for Keesey's Parliamentary Procedures | VOTE |
| IV. | Approve analysis of LLC&M and 501 Building, to identify needs for repair/remodel | VOTE |
| V. | Pollinator program – City's commitment or level of participation | VOTE |
| VI. | Contracts for Friends (Support Manager) and/or Visitors Center (Operations) | VOTE |
| VII. | Award contract for code enforcement to begin 10/01/17 (Driftwood Consulting) | VOTE |

The work session and regular council meeting are open to the public and interested citizens are invited to attend. These are open meetings under Oregon law, but a work session is not a community forum; audience participation is at the discretion of the Council. Meetings are audio-recorded. Public meeting minutes are available for review at City Hall. The meeting place is accessible to persons with disabilities. For accommodations, please call (541) 547-3565, or Oregon Relay 1-800-735-2900 (TDD) two days in advance. City of Yachats does not discriminate on the basis of race, color, religion, creed, gender, national origin, age, disability, marital or veteran status, sexual orientation, or any other legally protected status. In accordance with ORS 192.630, City of Yachats will make a good faith effort to provide accommodations for any person desiring to attend a public meeting, if the request is made at least 48 hours in advance of the meeting time. The meeting room is physically accessible to persons with mobility devices; a sign language or foreign language interpreter may be available, with advance notice. Call City Hall at 541-547-3565 or Oregon Relay 1-800-735-2900 (TDD) two days in advance.

Posted September 2, 2017

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 MEETING

441 Hwy 101N, Yachats Commons, Room 1



Wednesday, Sept. 13, 2017 at 6:00pm

AGENDA

- I. Announcements, Correspondence and Proclamations
 - A. Introduction of Dr. Lesley Ogden – new CEO for Samaritan Pacific Communities Hospital
 - B. Port of Alsea activities and proposed bond measure - Port Manager Roxie Cuellar
 - C. Proclamation of support and recognition of Angell Job Corps contribution to Yachats
 - D. South Lincoln Aquatic Center Steering Committee – request for support letter
 - E. US Navy Notice of EIS for training and testing off Oregon shore – comments due 9/21
- II. Public Comment (topics not listed on the agenda: 5-minute limitation per person)
- III. Minutes and Accounts Payable
 - A. Minutes: 08/02/17 Work Session & Regular; 08/09/17 Regular Meeting VOTE
 - B. Accounts Payable for Approval VOTE
- IV. Reports
 - A. Council Reports
 - B. Department Reports: Manager, Public Works, Code Enforcement, IT
- V. Business
 - A. 804 Trail and Oceanview Drive project – special presentation by Joanne Kittel DISCUSS
 - B. Evans/Betz property project – special presentation by Andrea Scharf/Jim Adler DISCUSS
 - C. City Commitment to matching funds for Evans/Betz property project VOTE
 - D. Ordinance 347 – Yachats Municipal Code 4.08 - Vacation Rental Licenses VOTE
 - E. OLCC License Renewals VOTE
 - D. Council Shepherding Goals – review matrix
- VI. Other Business
 - A. From Mayor
 - B. From Staff
 - C. From Council

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 at City Hall, or 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.

POSTED September 2, 2017

When the contractor started clearing it became apparent that the topography shown on the plans between the proposed tank site and the Conex box did not match the actual ground. The ground was steeper than what was shown on the plans. This is an area that was completely overgrown, so it was difficult for either of the surveyors who collected data at the beginning of the design to collect any points in the area. As a result, when creating the digital surface, the computer assumed that the slope (between the tank site and the Conex box) was uniform, when, in fact, it was not. Further complicating the matter was that when the trees that were planned to be removed were removed, the large root-balls being excavated changed the ground surface.

Our design was to have the edge of the 10' pad around the tank match the existing ground elevation on the downhill side so that there wouldn't be a need to clear or do any grading below the pad. Because of the discrepancy in the topography, we recommended moving the tank further east (into the hill) by about 10'. This results in the edge of the pad getting back closer to matching the existing ground elevation, but not quite all the way. The ground between the tank and the Conex box still needed to be cleared so that some minor grading could take place. Another result of the shifted tank location is that the retaining wall needed to get a bit taller. We will work with the City and the Contractor to replant the slope below the tank to provide some visual shielding as soon as we can.

The excavation of the tank site was completed yesterday (Wednesday, Aug. 30) and the subsurface soil was inspected by the geotechnical engineer. He was pleased with the soil and said it substantially met his expectations. At this time, the contractor (Clackamas Construction) is bringing in some rock fill material to build the site back up enough to give the subcontractor who will be building the wall a pad to work from to build the retaining wall. Based on my last discussions with the contractor, they hope to have the wall being built by next week.

I have asked the contractor for an updated schedule, which I will forward to you all as soon as I get it.

The contractor has submitted a request for a change order for the additional clearing work necessary to facilitate the change in location totaling \$27,144. I have not yet completed my review of the request, so I can't yet recommend approving it, but I believe we'll do that by the end of the week (tomorrow).

D. Contract between City and Friends of the Commons

Moore explained the User Support Manager is employed part-time by the Friends of the Commons. The City gives the Friends \$36,000 annually to cover the position. He noted the User Support Manager does not report directly to the City Manager. Moore suggested the position might work more effectively as a contracted position under the City Manager. He noted the City could then expand the role from User Support to a broader Commons Support, with more duties.

User Support Manager Leon Sterner reported he believes the system is working well as is. He noted his supervision from the President and the Treasurer of the Friends is effective. He argued the community center aspect of the Commons is hugely different from City Hall and requires different skills. He argued there is not much awareness about the nuances of the community center component. Sterner stated he does things that are not part of his actual role, such as setting up rooms, preparing for Council meetings, or fixing things. Sterner noted his position is established at 20 hours per week but takes much more time than that, noting some weekends he will work more than 20 hours over a day and a half. Sterner asked that the Treasurer of the Friends be consulted before making any changes.

Moore noted the User Support Manager is the only position that does not report to the City Manager. Manager Davies reported the council is reviewing all of the contracted positions and the City Attorney had advised they not fund employees through other agencies. She noted both she and Sterner currently do things that are not part of their job description. She believed asking Public Works at \$30 per hour to leave a water or sewer project to come take care of an issue is not a reasonable use of their time for “odd” tasks – cleaning up broken glass outside for the safety of the school children, putting a knob back on, moving tables and chairs, etc., which she has often had to do. Davies suggested it would be more efficient for the City to have the User Support position under the Manager’s direction, with those added miscellaneous needs added. She noted a contracted position would avoid specifying when or how much a Commons Support Manager would work and instead specify tasks to be performed.

Shelly Shrock asked who is responsible for Commons janitorial maintenance. Manager Davies reported that Sterner had dropped his contract at the end of June, and the City hired a new custodian in July.

Sterner envisioned a candidate for his position to have human resources experience, problem solving, mediation, and handy person skills. Moore clarified the intent is not to take away from what Sterner does but to add to the job responsibility. Sterner noted City Hall employees are “binary” while the community center role is more “algorithmic”, so they don’t understand what he does. Sterner was concerned about being supervised with a binary approach. Manager Davies explained a contracted position would not be “supervised”, as long as the duties are fulfilled.

Commissioner Shrock asked Sterner if the new reservation system would free up his time. Sterner indicated the impact of the new reservation system would be minimal to his work. Sterner cited a recent example of a person calling about renting tables and his suggesting using the multipurpose room and the kitchen, telling her the event would likely fall under the “Private” category, with the rate for the multipurpose room of \$150 per day.

Gordon asked what duties would be added to the Commons Support Manager position and how

much the salary would be adjusted. These specific factors had not yet been established. The question before the Commission is only whether the City should contract the position.

Valentine stated there are practical aspects about a non-profit having an employee. Currently, they use a volunteer to do the accounting, but the work is well beyond that of a volunteer position. She believed the current situation is complicated by the volunteer nature of the Friends and the Friends would prefer not to have an employee. Valentine expressed great appreciation of the work and insight Sterner provides. Moore agreed the Friends should not be burdened with managing an employee, as its mission is solely to raise money for the Commons.

Johnson suggested the City needs to better understand the components of the position. Hempen summarized that the City would benefit from turning the position into a contracted position, and Sterner could renegotiate his salary if he believed he was under-compensated.

Bob Langley suggested they not get too detailed in the position description as that might lead to a reduction of actual services provided by the User Support Manager.

Bass moved to recommend to the Council that the City execute a Commons Support independent contractor position for the position currently known as User Support Manager under the Friends of the Commons, a position that would report to the City Manager: Aye – 6; No – 0.

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**Yachats Commons User Support
Service Contract**

It is agreed by and between the following parties:

The Friends of the Yachats Commons Foundation (hereafter, "Friends")
An Oregon nonprofit corporation
P. O. Box 435
Yachats, OR 97498
Telephone (541) 547-4142

The City of Yachats (hereafter, "the City")
An Oregon municipal corporation
P.O. Box 345
Yachats, OR 97498
Telephone (541) 547-3565

Services : The Friends will provide User Support services to the patrons and users of the City owned facility known as the Yachats Commons (hereafter, "the Commons") including but not limited to: client walk- through; setup/take down; volunteer recruitment, scheduling, training and certification; access assistance, call-out response; event monitoring; inventory assistance, building security assistance, and assisting the City's Director of Public Works with occasional facilities maintenance needs.

Coordination: The Friends will coordinate the User Support services with the City Recorder, the City's Public Works Director, and various other employees of the City as may be determined by the City. The Friends will designate a representative to be the primary contact for the City's staff and Commissioners. Said representative will report on all activities undertaken as a result of this contract to the City's Parks and Commons Commission (hereafter, "the Commission") at its monthly meetings. This report will be provided verbally and in written form. The Friends and its employees and representatives involved in fulfilling this contract will be guided by the policies of the Commission and the City in all activities.

Work space, supplies, utilities: The City shall provide a suitable office space the agents of the Friends who are assigned to carry out the obligations of this contract. The City will provide telephone service, internet access, and a cell phone for the use of the Friends in accomplishing the provisions of this contract. The City will provide all supplies and equipment necessary for carrying out User Support services in the Commons. Such supplies will include office supplies, cleaning supplies, and other consumables. Responsibilities for keeping the Commons in clean and operational condition beyond those assigned by this contract will be the responsibility of the City

Equipment: Any equipment purchased for the Commons Support Manager and/or maintained with City funds shall become the property of the City.

Questions and complaints: Any person with a question or complaint regarding the activities of the Friends and its agents relative to this agreement shall be referred to the Board of Directors of the Friends. If the question or complaint is not resolved by the Friends, the person may bring the complaint to the Parks and Commons Commission for resolution.

Worker Compensation: If either the Friends or any other subcontractor hires employees to be used in the performance of this agreement, the Friends or subcontractor shall be solely responsible for complying with all Oregon's Workers' Compensation Law requirements, and shall indemnify the City against and hold the City harmless from any liability for noncompliance. The Friends shall provide a certificate or other proof of coverage satisfactory to the City.

Insurance: The Friends shall maintain a commercial general liability insurance policy with coverage of not less than \$1,000,000.00 combined single limit per occurrence, with aggregate of \$1,000,000.00 for bodily injury, personal injury or property damage. At no time shall the Friends allow such insurance coverage to be less coverage than the limits of liability under the Oregon Tort Claims Laws, ORS 3.0260-30.300, particularly ORS 30.275, as such laws now or may hereafter require. The policy shall contain a contractual agreement. The policy shall also contain an endorsement naming the City as an additional insured, in form satisfactory to the City, and expressly provide that the interest of the City shall not be affected by the Friend's breach of policy provisions. The policy shall be maintained in full force and effect during the full term of this agreement. The City shall terminate this agreement immediately at any time the Friends fails to comply with this provision. The Friends shall provide a current certificate of insurance satisfactory to the City.

Subcontractor: The Friends may delegate all or any part of its obligations hereunder to one or more subcontractors or employees, provided that the Friends shall have full responsibility for all activities performed by said Friends or employees as defined in this agreement. No such delegation shall impair the Friends' satisfactory performance of this contract.

The Contract Price: The City agrees to pay the Friends for the full performance of its obligations under this agreement the contract price of \$36,000. The contract price shall be paid in quarterly installments of \$9,000 each, on or before July 15, October 15, January 15, and April 15 of the fiscal year.

Independent Friends: The Friends is an independent contractor. The City shall specify the nature of the services to be rendered and the results to be achieved; however, the Friends shall control the manner in which the services are performed and the results are achieved. The Friends is not to be deemed an employee or agent of the City except as expressly authorized by the City in writing. The Friends shall be solely responsible for payment of all the Friend's income taxes, self-employment taxes, liability insurance, worker's compensation insurance and employee wages and benefits.

Indemnification: The City shall not be liable to the Friends for any injury to person or property sustained by the Friends, including its employees and agents, in performance of this agreement, except to the extent that such injury is caused solely by the negligent acts of the City. The Friends shall be liable for any injury to person and property it may cause to the City or to any third party, and shall indemnify the City against and hold the City harmless from any claims, damages, losses and expenses, including attorney fees, arising from its performance of, or failure to perform, this agreement. The extent of the City's obligation under the Oregon Constitution and ORS 30.260 through 30.300

Mediation: Any controversy arising from the performance by the Friends pursuant to this agreement or any question regarding interpretation of any term of or condition set forth in this agreement shall be attempted to be resolved by mediation before either party in any court of competent jurisdiction takes any legal action. A mediation panel shall be formed for each matter to be considered, consisting of one representative appointed by the City, one person to be appointed by the Friends and a third neutral person to be agreed upon by the two appointed persons. The panel shall meet, hear the matter and recommend a resolution of the matter. The non-binding recommendation shall be submitted in writing to the parties for their consideration and possible agreement. Any costs of mediation shall be born by the parties as incurred.

Attorney Fees: In any action or proceeding before a court of competent jurisdiction regarding this Agreement, including any appeal taken therefrom, the prevailing party shall be awarded its costs including reasonable attorney fees.

Applicable Law: Each party shall comply with all applicable laws in the performance of this agreement. This agreement shall be interpreted and enforced in accordance with the laws of the State of Oregon.

Term: The term of this agreement is for the fiscal year beginning on July 1, 2010, and ending June 30, 2011. Either party may terminate this agreement with 30 days notice only for cause during the term. "Cause" shall include, but not limited to, a City decision not to continue to provide Commons Users Support or a loss or reduction in revenues to fund this program.

Authorized agents: The agents authorized to act for the respective parties on all matters relating to this contract are as follows:

The City's Agent: The Yachats City Recorder

The Friends' Agent: President of the Board of Directors, The Friends of the Yachats Commons Foundation

IN WITNESS WHEREOF, the parties execute this agreement on the dates set forth below:

Support Services Detail

The following are examples of the types of work required to fulfill each of the Support Services responsibilities:

1. Client Walk-Through

Various potential users are unfamiliar with the facility and are therefore unable to determine whether the venue is appropriate for their planned event. They need to see the facility, its equipment, talk over specific logistics, and become clear on policies related to the Commons. Walk through services must be provided to accommodate this need. This service is not something that can be routinely handled by City Hall staff. They are not, nor should they be, intimately familiar with sound and stage lighting systems and the like. They also have other responsibilities that require their time. Additionally, many users are unable to schedule their inspection during regular City office hours.

2. Set up/ Take Down

Many community events are of such a nature that no exceptional set up or take down services are necessary. Event sponsors and volunteers they recruit can handle the event and leave the building in order. Others, due to either the specific knowledge required or the lack of physical attributes necessary to handle the details, require assistance. Events sponsored by out of town users or infrequent users often require oversight to be sure the facility is ready for use when the event begins, the equipment and facility are not damaged, and all is in order when the building is left. Additionally, some events require sound, lighting, or other technical support which cannot safely be entrusted to unknown users.

3. Volunteer Scheduling

During the application and contracting process, or during calendar review, it will periodically be determined that some assistance is going to be required by the renter. Frequently that service can be provided by volunteers, however volunteers must be located and scheduled to be sure the event flows smoothly. Additionally, maintenance and housekeeping projects can frequently be more efficient if an adequate volunteer workforce can be summoned. This workload cannot efficiently be handled by either City Hall or Public Works without disruption of other responsibilities.

4. Volunteer Training/Certification

There are specialties and “quirks” associated with the effective coordination of certain events. Stage lighting and sound system operation require specific skills. Only properly trained technicians can do this work. Lighting the stove or operating the dish washer requires specific knowledge of how it’s done. For volunteers to be effective they need to know what rooms are adequate for various uses, where supplies and equipment are stored, and what procedures must be followed to prepare for an event and secure the

building after one. These skills require training and in some cases, such as technical systems, certification of expertise is essential.

5. Access Assistance

In spite of good process and planning, keys will not always be where they should be at the time they should be there. Experience has shown us that keys are frequently left on the kitchen counter at the home of the renter or are in someone else's pocket who has gotten lost. Someone needs to be available for call out to resolve these problems.

6. Call-out Response

Periodically things go wrong in spite of good planning. Breakers are tripped. Someone has borrowed a needed kitchen implement and not returned it. A door fails to open. Trouble shooting for users is part of the responsibility of a community center. Someone has to be available to be called out. It's better if that expectation is handled and someone is scheduled to be on call.

7. Event Monitoring

Certain events are of such a scale or nature that it is prudent to have a trained person in attendance at the event to monitor its progress, provide direction which will prevent damage, help coordinate use to assure safety for the building and its occupants, or to be sure last minute details are handled. Large numbers of people, the sale of alcohol, high value items on display or other vulnerabilities could dictate the need for a representative of the City on site during the event.

8. Inventory

In order to be sure that equipment and supplies are available as promised to renters, inventories need to be periodically conducted. Chairs, flatware, kitchen utensils and equipment, hangers for the new art display frames, and other assorted items need to be available in adequate numbers to accommodate use. Over time the number of each will diminish. The only way to be sure they are replaced is to count them.

9. Security Assistance

Experience has proven that when as many people have access to a building as have access to the Commons, doors or windows will be missed and left unsecured. Additional assistance is need from the User Support function to periodically check the building for security.

COMMONS USER SUPPORT MANAGER POSITION DESCRIPTION

Position Summary:

The Commons User Support Manager provides services to the patrons and users of the City owned facility known as the Yachats Commons (hereafter, "the Commons") including but not limited to: client walk- through; setup/take down; scheduling, training and certification; access assistance, call-out response; event monitoring; inventory assistance, building security assistance, and assisting the City's Director of Public Works with occasional facilities maintenance needs. The City shall provide a suitable office space. The City will provide telephone service, Internet access, and a cell phone. The City will provide all supplies and equipment necessary for carrying out User Support services in the Commons. Such supplies will include office supplies, cleaning supplies, and other consumables. Responsibilities for keeping the Commons in clean and operational condition beyond those assigned by this contract will be the responsibility of the City.

I. Major Duties and Responsibilities:

1. 20% - Client Walk-Through

Conduct orientations with potential renters in a timely, professional, and courteous manner either by phone or in person to determine whether requested event is appropriate at Commons facility. Describe or show rooms and available equipment in coordination with renter's schedule; clearly describe policies related to the Commons. Maintain regular weekly office hours as negotiated with Board for client access and in coordination with supervision of minor housekeeping staff under City contract. Provide FYCF Board with monthly activity reports and attend monthly meetings by scheduled dates; attend City Council and Parks and Commons meetings as requested.

2. 35% - Set up/ Take Down

Assist renters with set up or take down services when necessary. This includes assistance with lighting, sound, and computer/video equipment. Perform, and supervise others, in light housekeeping and maintenance of facility after renter/user events. When possible recruit volunteers for minor setup, such as chair and table arrangement, and light housekeeping chores, such as cleanup of kitchen use.

3. 30% - Event Monitoring

Liaison with City staff to monitor and accurately record contracted events to be held at Commons. Attend events when situation warrants, such as size of group/complexity of event, to monitor its progress, provide direction which will prevent damage, help

coordinate use to assure safety for the building and its occupants, or to be sure last minute details are handled.

4. 5% - Access Assistance/ Call-out Response

When necessary, as in case of lost key, assist renter/user with access to building. Assist renter/user with failed equipment during an event or lost items post-event.

5. 5% - Inventory

Conduct inventory of Commons equipment and supplies at minimum quarterly to assess current stock of supplies and condition of equipment promised to renters, i.e., chairs, flatware, kitchen utensils and equipment, hangers for art display frames, and other assorted items. Notify Board immediately of missing items or those in need of repair.

6. 5% - Security Assistance

Check access to the building from doors and windows after every rented event to insure security of Commons facility and equipment.

II. Supervision

~~The position reports to the Board of the Friends of the Yachats Commons Foundation on a regular monthly basis and more frequently as needed and is evaluated yearly. The incumbent is expected to carry out the duties of this position with minimal supervision from the Board.~~

III. Required Licenses, Certificates

None

IV. Qualifications

Required:

1. Experience scheduling appointments with potential clients by phone or in person; ability to communicate clearly with renters on policies of Commons use.
2. Experience with supervision of volunteers and part-time cleaning staff.
3. Ability to write and present clear reports of activities over a monthly period.
4. Proficient knowledge and use of basic Microsoft computer applications, such as Office Suite and with use of Internet.
5. Ability to perform duties on a flexible schedule and on call when required.

Preferred :

1. Experience with basic webpage design and manipulation.
2. Experience with audio/visual equipment.
3. Experience with non-profit organizations.

4. Experience with functioning of basic kitchen equipment, such as range, oven, coffeemaker, and dishwasher.
 5. Experience with basic housekeeping tasks for a large facility.
-

TRAINING FOR KEESEY'S PARLIAMENTARY PROCEDURES

Dates available for training in the use of the Keeseey's Parliamentary Procedures include: Monday, Sept 18 or Friday, Sept 22. It will be a two-hour session and attendees can practice the basics.

Commissions and committees will be invited to attend the training, along with Council.

The cost to the City is \$250.

Presenter's credentials:

Teresa Stone

Professional Registered Parliamentarian Certified Parliamentarian-Teacher Secretary

Oregon Association of Parliamentarians Secretary

National Association of Parliamentarians

Joan Davies

From: Jonathan Pincus <jpincus24@gmail.com>
Sent: Friday, August 11, 2017 1:46 PM
To: Joan Davies
Subject: Library Relocation and the Little Log Church
Attachments: Jonathan M Pincus Professional Summary 15-2.pdf2.pdf

Hello Yachats Officials,

My name is Jonathan Pincus. I live in Eugene, Oregon but have been a frequent visitor to Yachats for many years. I have worked as a consultant and project manager for many complex projects involving the re-use of major buildings for both continuing and revised occupancy.

I also have had a considerable amount of experience with additions and new construction. Many of my previous projects have focused on treatment of major public buildings and sites, some publicly owned. I have conducted projects under contract for a number of public agencies as well as non-profit organizations and private entities. Much of my previous employment has involved facility management including the management of portable assets as well as physical structures and real property. My services include consultation, design, project management and financial development.

I became interested in contacting you when I learned that the City of Yachats is planning to relocate the Library and may need some assistance in managing the project. Since then I have also learned that the Little Log Church is in need of repair. My professional experience in space management and structural repair for historic properties seem well suited for application to the two potential projects noted. I have visited the log church recently and there is indeed cause for concern. I am interested in developing a proposal for assisting the City of Yachats in the planning and management of these projects. My method of developing such proposals is to work collaboratively with the potential client to determine which services would best serve the clients interests and to define the scope or the work. I encourage you to review my Professional Summary as an indication of my ability to assist the City in addressing the proposed library relocation and treatment of the Little Log Church. Please contact me at your convenience to arrange further discussion of the potential for collaboration on these projects.

Thank you for your consideration,

Jonathan M. Pincus, M-Arch

P.O. Box 11415

Eugene, Oregon 97440

541-912-4721

jpincus24@gmail.com

Jonathan M. Pincus, M-Arch

Design and Management Services

541-912-4721 | jpincus24@gmail.com | PO Box 11415, Eugene, OR 97440

Jonathan M. Pincus, M-Arch, Design and Management Services provides consulting and services in project management, design, construction management, historic preservation, facility management, financial development and grant writing. Established in 1979.

Education:

Bachelor of Arts, Washington University, St. Louis, Missouri.

Secondary Teacher Certification, School of Education, University of Oregon, Eugene, Oregon

Master of Architecture, School of Architecture and Allied Arts, University of Oregon, Eugene, Oregon

Significant Projects:

Eugene Downtown Core Area Historic Context Statement, Planning and Community Development Department, City of Eugene, Oregon

Eugene Downtown Core Area Cultural Resources Survey, Planning and Community Development Department, City of Eugene, Oregon

Design and Restoration Consultant, feasibility study for the Benton County Courthouse rehabilitation, Cy Stadvold, AIA, Corvallis, Oregon

Design and Restoration Consultant, design program and contract documents for the Benton County Courthouse rehabilitation, Cy Stadvold AIA, Corvallis, Oregon

National Register of Historic Places nomination and preservation consultant, Oregon Electric Station, Eugene, Oregon William H. Neel, AIA

National Register of Historic Places nomination and preservation consultant, Hayse Blacksmithing Shop – Red Barn, Eugene, Oregon, Neighborhood Economic Development Corporation.

National Register of Historic Places Nomination, Eugene Blair Boulevard Historic Commercial District, Blair Boulevard Neighbors in association with the City of Eugene, Oregon

National Register of Historic Places Nomination, Woodmen of the World Hall, Community Center for the Performing Arts Inc., Eugene, Oregon

Determination of Eligibility for the National Register of Historic Places East Blair Residential Area, Neighborhood Economic Development Corporation, Eugene, Oregon

Determination of Eligibility for the National Register of Historic Places, Woodrow Wilson Jr. High School (Lincoln School), Planning and Community Development Department, City of Eugene, Oregon

Design and construction of the Jeffrey Lewis House, Williams, Oregon

Recording of the Henry Faling Cable Barn, William L. Finley National Wildlife Refuge, U.S. Fish and Wildlife Service.

Design Coordinator, National Endowment for the Arts sponsored Design Program for rehabilitation of the historic Woodmen of the World Hall for use by the Community Center for the Performing Arts, Inc.

Design and construction coordinator for numerous rehabilitation and restoration projects for the Community Center for the Performing Arts, Inc., W.O.W. Hall, between 1975 to present, including: structural repair, new water main, new electrical service, smoke detection system, exit lighting, fire sprinkler system, revision of internal layout for wheelchair accessibility and emergency exiting compliance, restroom revision for wheelchair accessibility, new wheelchair entry, ramp and courtyard addition, roof installation, exterior security lighting, interior sound adjustment, portable stage and riser construction landscape treatment, boiler rehabilitation, external sound attenuation, HVAC installation,

emergency lighting power system, concrete replacement, neighborhood improvement project coordination, interior restoration project management, historic streetlamp and landscape restoration, and numerous incremental restoration and improvement projects in all construction trades. Coordinator of funding acquisition for most of the projects listed.

Design and Project Management Committee for the construction of the Lillis Business Center addition to the Charles H. Lundquist College of Business' facilities complex, University of Oregon, Eugene, Oregon

In addition to the primarily publicly funded projects listed above, Jonathan M. Pincus, has provided design and construction management, related services and consulting for numerous private residential and commercial projects in the mid-Willamette Valley and in other regions.

Relevant Prior Employment

Building Manager and Special Events Coordinator, Charles H. Lundquist College of Business, University of Oregon

Development Director, Mt. Pisgah Arboretum

Designer, The Van Allen Co., New York, N.Y.

Coordinator (General Manager), Community Center for the Performing Arts, Inc.

House Manager, Community Center for the Performing Arts, Inc.

Relevant Prior Volunteer Service

Vice Chairman, Westside Neighborhood Quality Project, Eugene, Oregon

Neighborhood Advisory Group, Westside Neighborhood Improvement Program, City of Eugene, Oregon

Research and Production Coordinator, The Lincoln School Study, Michael Shellenbarger, AIA, School of Architecture and Allied Arts, University of Oregon, Eugene, Oregon

Volunteer, Action Now!, a non-profit organization providing residential rehabilitation for rural low-income Lane County residents

Board of Directors, Oregon Country Fair

Founding Board Chairman, Community Center for the Performing Arts, Inc.

President, Citizens for Public Accountability

Present Volunteer Service

Path Planning Committee, Oregon Country Fair

Facilities & Fundraising Committees, Community Center for the Performing Arts, Inc.

**Event Management and Services resume available upon request.*

Jonathan M. Pincus
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Eugene, Oregon 97440
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Consultant's Proposal for Preliminary Project Analysis Regarding Relocation of the Yachats Public Library

This proposal is preliminary in nature and based on the consultant's current understanding of the City of Yachats' needs in the initial phase of the Yachats Public Library relocation project. The proposal is negotiable. The client may select portions of the proposal for consideration or request additional components. The rates quoted are based on the consultant's non-profit and governmental rate of \$54.00 per hour. This consultant only assigns actual production hours to billings. Travel time to and from Eugene will not be charged for this proposal. The total costs of the proposed services may be less than quoted based on efficiencies identified and agreed upon by the client and the consultant. A proposal for the management of the entire project including development, construction and relocation has not been included in this proposal. The information needed to identify the scope of the work for the overall relocation project will be accrued through the processes described in this proposal. That information will serve as the basis for subsequent proposals.

I. Goals, Objectives and Criteria:

This component of the proposed preliminary project is designed to provide production targets and criteria for the design, construction and relocation components of the Yachats Public Library relocation project.

A. Focus sessions with the project advisory group.

Ideally this process would occur in two sessions. These sessions might occur over a two day period or in separate morning and afternoon sessions. The first session will help establish a standardized discussion and recommendation format. The intent of the format is to facilitate the identification of benchmarks for the deliberative process. The product of the process will be the establishment of a set of applicable criteria and objectives for the overall project.

Session 1: Introductions followed by establishment of process protocols, standards for the organization of information and a decision-making format for the advisory group's recommendations. 2 hours

Session 2: Establishment of overall goals, near and long term objectives and applicable project criteria. 3 hours.

II. Inspection of the Former Bank of the West Structure

The former Bank of the West building has been identified by the City of Yachats as the future home of the Yachats Public Library. Although the consultant has visited the building briefly, a full-building inspection by the consultant will be required in order to ascertain the scope of future project work. The consultant requests that all areas of the building including structural chambers be open at the start of the proposed inspection. In order to maximize productivity the consultant requests that copies of any records pertaining to acquisition and subsequent physical treatment of the structure be made available either at the relocation site or at City Hall at the time of inspection. Additional productivity will be gained if representatives of the companies providing maintenance for the HVAC system and the fire suppression system can visit the site during the inspection. 4 hours.

III. Informational Consultation with Lincoln County Code Authorities

3 hours. (including travel time to Newport.)

IV. Project Cost

A. Production of a preliminary project report: 8 hours

B. Project expenses:

Round trip from Eugene and to Newport: fuel \$40.00

Lodging: (based on two nights at the Ya'tel) \$180.00

Clerical and graphic costs: two copies. \$30.00

Consultant time: 20 hours at \$54.00 pr hr. (non-profit and government rate) \$1,080.00

Project expenses \$250.00

Estimated Total Project Cost = 1,330.00

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**Consultant's Proposal for Analysis of Building Conditions and Treatment Options
For the Little Log Church in Yachats, Oregon**

This proposal is preliminary in nature and based on the consultant's current understanding of the City of Yachats' objectives for the treatment of conditions at the Little Log Church in Yachats Oregon. The proposal is negotiable. The client may select portions of the proposal for consideration or request additional components. The rates quoted are based on the consultant's non-profit and governmental rate of \$54.00 per hour. This consultant only assigns actual production hours to billings. Travel time to and from Eugene will not be charged for this proposal. The total costs of the proposed services may be less than quoted based on efficiencies identified and agreed upon by the client and the consultant. A proposal for management of a treatment program for the building has not been included in this proposal. The information needed to identify the scope of the work for a treatment program will be accrued through the processes described.

I. Comprehensive Inspection of the Facility and the Site:

A comprehensive inspection of the Little Log Church structure will be conducted by the consultant with the assistance of Don Peting, AIA. The objective of the inspection will be to identify conditions which may potentially threaten the structural integrity and the general integrity of the building fabric.

At the time of the inspection the consultant requests:

- A. The client to provide a set of ladders of sufficient heights to enable access to all parts of the building including roofs
- B. Access to all interior spaces and structural chambers of the building including the understructure.
- C. Assistance from City of Yachats personnel (1) in accessing all parts of the building.
- D The client to provide to the consultant access to any existing records in possession of or available to the client regarding the construction of the Little Log Church its additions and previous treatments applied to the building. The consultant requests that these records be made available at City Hall or at the project site. 4 hours

II. Informational Consultation with Lincoln County Code Authorities

Consultation with local code authorities may be required in order to clarify any code related issues which may pertain to the conditions and treatment options identified during the inspection and subsequent analysis of the Little Log Church structure. 3 hours. (including travel time to Newport)

III. Analysis and Report

The consultant shall provide a report describing the findings of the completed inspection of the Little Log Church building based on the information acquired during the inspection and review of existing construction and treatment records. The report will include the consultant's recommendations for establishment of a program of treatment of existing conditions and application of measures to prevent the development of damaging conditions in the future. Recommendations for treatment will include options based on best practices and the client's financial capacity for conducting the work. It is noted that the Little Log Church is an important landmark in Yachats but is not listed on the National Register of Historic Places. Unless otherwise directed by the client, the consultant shall provide recommendations based on the premise that the client wishes the structure to be treated in a manner which preserves the original character of the visible exterior building fabric to the degree that is practicable. The consultant requests that the client's best estimate of financial resources which could be made available to conduct a treatment program be provided to the consultant for use in formulating treatment options. This study and report will provide a basis for the establishment of an active treatment program for the structure and for efforts to acquire any additional funding needed to support the treatment program.

(10 hours)

IV. Project Cost

- A. Inspection by the consultant. 4 hours
- B. Consultation with Lincoln County code authorities. 3 hours
- C. Production of analysis and report. 10 hours
- D. Assistance in the on-site inspection and analysis for the report provided by Don Peting. No Charge.
(Professor Peting has generously offered his services to the project at no charge.)
- E. Project expenses:
 - Round trip from Eugene (2) and to Newport, fuel \$70.00
 - Lodging (based on two rooms for one night at the Ya'tel) \$180.00
 - Clerical and graphic costs, two copies \$50.00

Consultant time: 17 hours @54.00 per hour (non-profit and government rate) \$918.00

Project expenses: \$300.00

Estimated Total Project Cost = \$1,218.00

Professor Don Peting has agreed to assist in inspection, analysis and identification of treatment options that may be applicable to the Little Log Church in Yachats, Oregon. Professor Peting is the former head of the Historic Preservation Program at the University of Oregon's School of Architecture and Allied Arts (now known as the College of Design.) Previously he was the head of the school's Structures Program. Don is also a member of the State of Oregon's Committee for Historic Preservation, the body which approves nominations to the National Register of Historic Places and recommends approval of requests for funding from the State of Oregon's Heritage Grant Programs. Professor Peting works annually with the University's Preservation Field School. He will be an invaluable source of information and experience for the proposed project.

**CITY OF YACHATS
ORDINANCE NO. 347
AN ORDINANCE AMENDMENT TO
YACHATS MUNICIPAL CODE CHAPTER 4.08 RELATED TO VACATION RENTALS**

Whereas, the City has regulated vacation rentals for over twenty years so it has been able to observe the impact of the regulations on the community and observe what areas of the regulations could be improved to better obtain the desired results; and

Whereas, the City desires to maintain a strong sense of community and not overwhelm neighborhoods with short-term rentals that impact livability for owner-occupied and long-term rental homes; and

Whereas, the City has a record of responding to complaints related to vacation rentals and the impacts that these rentals have on neighborhoods, including noise, excessive trash, and parking problems; and

Whereas, setting a cap on the total number of vacation rental licenses within the City will help to maintain the community feel of the City by controlling the number of vacation rental licenses issued in the City; and

Whereas, the City has limited resources and staff that can be devoted to enforcement of vacation rental complaints, so limiting the total number of vacation rental licenses will ease the burden on City resources; and

Whereas, the City understands the needs of owners that choose to rent out their homes on a short-term basis, so the City seeks to balance the wants of such owners with the wants of their neighbors that deal with the nuisance impacts that can result from vacation rentals; and

Whereas, in order to ease the burden of vacation rentals on City staff and neighbors, so that complaints are responded to within two hours of notification, each vacation rental must have a local contact person that has authority to act in relation to the vacation rental; and

Whereas, the City wants to encourage all those property owners that engage in short-term renting of their property to license their activities so that all property owners are operating under the same rules,

NOW THEREFORE, the City of Yachats ordains as follows:

Section 1. Yachats Municipal Code Chapter 4.08.

Yachats Municipal Code Chapter 4.08 shall be amended to read as follows:

Section 4.08.010 Purpose.

The vacation rental license is in recognition of the desire of many owners to rent their property on a short-term basis and to provide for the orderly use and regulation of such rentals to preserve the health,

safety and welfare of the community. This use shall not adversely affect the residential character of the neighborhood. These standards and procedures are in the addition to city ordinances and federal and state laws and regulations. The purpose of an inspection is to ensure the health and welfare of the occupants. (Ord. 328, 2014; Ord. 311, 2012; Ord. 291a, 2010; Ord. 148 § 1, 1992)

Section 4.08.020 Definitions.

~~“Contact person” means the owner or a person with the authority to take action or make decisions concerning the management of the property.~~

“Dwelling unit” means any building or portion thereof which contains separate living facilities, including provisions for sleeping, eating, cooking and sanitation.

“Incident” means an offensive activity or breach of the standards.

“Overnight” means anytime between the hours of 10:00 p.m. and 7:00 a.m. on the following day.

~~“Property manager” means an individual person or persons with authority to take action or make decisions concerning the management of the property~~

“Rental occupant” means a person over the age of four years who occupies a rented dwelling unit.

“Sleeping area” means a bedroom or loft within a dwelling unit which meets the requirements of the building code as adopted by the State of Oregon.

“Surfaced” means a gravel, paved, tile, brick or concrete surface suitable for parking a vehicle.

“Vacation rental” means a single-family dwelling, duplex or triplex which is rented, or held out as available for rent, for a period periods of less than 30 days, such as by the day or week. The dwelling may consist of individual units or be in a contiguous form to be considered a vacation rental dwelling, however, each individual unit is to be considered separately for licensing and regulation purposes. A homesteaded dwelling which is listed with an agent as a vacation rental, advertised, available by referral, word of mouth, commendation and reputation are some of, but not limited to, the ways of identifying a vacation rental. It shall be a rebuttable presumption that a dwelling unit is a vacation rental if it is visited overnight by at least four different vehicles over the course of a month, for three consecutive months. The exchange of consideration is not necessary to meet the definition of a vacation rental if the dwelling otherwise is held out as available for occupancy for periods of less than 30 days. (Ord. 328, 2014; Ord. 311, 2012; Ord. 291a, 2010; Ord. 226, 2002; Ord. 148 § 1, 1992)

Section 4.08.030 Standards.

A vacation rental license shall be issued to the dwelling owner providing the following standards are met:

A. Except for individual units located on the same property, such as a duplex or triplex as defined above in Section 4.08.020, a person holding a vacation rental license or an interest in a property covered by a vacation rental license shall not be eligible to apply for or hold, as a member of a group or any other form of beneficial ownership, a vacation rental license covering any other property. Any change of ownership, in whatever form, shall be reported to the city within 30 days.

B. Vacation rentals in residential zones shall have no more than four bedrooms. (This provision shall be waived for any existing vacation rental as of the effective date of Ordinance No. 328, adopted November 13, 2014.)

C. A vacation rental facility ~~should~~shall comply with all applicable laws. Basic visitor rules as provided by the city must be prominently displayed on the inside of the primary exit door.

D. ~~The local contact person~~Each vacation rental shall have a property manager. The property manager shall reside or maintain an office within the local 547 or 563 calling area and within the zip code boundaries for Yachats and Waldport. The contact information for the ~~local contact~~property manager be shall be identified on the vacation rental application and available by phone at all reasonable times (8:00 a.m. to 11:00 p.m.) and respond in a timely manner if there is a problem during the dwelling's use as a vacation rental. The City-issued license, with the name and phone number of the ~~contact person~~property manager shall be posted ~~inconspicuously~~and be readily visible from the public street but where a neighbor it can easily read it. The house number for the vacation rental shall be prominently displayed on the exterior of the building, using numbers at least four inches in height, and be readily visible from the public street. A copy of the local contact agreement, in a form approved by the city, which lists the duties and responsibilities of the ~~local contact person~~property manager, signed by both the property owner and the ~~local contact person or management company~~property manager shall be filed with the city. ~~The form for the local contact agreement is attached and marked "Exhibit E". If the vacation rental is managed by a property management company a local contact shall be designated by the company. The name and contact information of that local contact shall be identified on the vacation rental application in addition to the company information.~~

E. One on-property parking space, as defined in Section 9.04.030 for off-street parking, shall be provided for each bedroom in the dwelling, but in no event shall fewer than two spaces be provided: for the vacation rental. (This provision shall be waived for any existing vacation rental as of the effective date of Ordinance No. 226, adopted 1/15/2002.) If access to the rental property crosses private property via an easement, right-of-way, or other conveyance all parking must be contained on the rental property. Owners are required to provide parking that is unimpeded, surfaced, useable and available to renters. The parking shall be mapped and posted in the home, and a copy given to the city: with the vacation rental license application and whenever the location of designated parking spaces change. The owner shall require renters to use only the parking spaces that are surfaced and marked on the map.

F. The maximum number of overnight vehicles allowed on the property shall not exceed the number of surfaced parking areas on the property or six vehicles, whichever is less. Daytime parking is limited to surfaced parking on the property. If access to the rental property crosses private property via an easement, right-of-way, or conveyance, ingress and egress must be accomplished without encroachment on other properties adjoining the privately maintained access road or driveway. In such situations applicants will provide evidence of their right to use the privately maintained access road or driveway consistent with vacation rental before a vacation rental license is granted.

G. There shall not be any noise, litter or odor noticeable at or beyond the property line resulting from the use of the dwelling as a vacation rental that violates Yachats Municipal Code.

H. The maximum allowable number of overnight occupants shall be two persons per sleeping area plus two additional persons per vacation rental. The rental agent shall match the number of persons and vehicles to the particular property being rented. Advertisements for the rental shall not list a number of occupants that exceeds the number authorized by the city. Recreational vehicles, campers, tents and similar structures shall not be allowed on vacation rental properties. Parking a boat trailer of moderate size, with or without a boat, is permitted as a substitute for one vehicle.

I. Weekly solid waste collection service shall be provided. A sufficient number of suitable garbage receptacles shall be provided: and must have bear-proof mechanisms. Except on collection day,

these garbage receptacles shall not be readily visible from the street. Renters shall be advised not to place trash outside in plastic bags.

J. Each vacation rental shall provide and maintain a container for the disposal of cooking grease into a solid waste receptacle to prevent the grease from entering the sewer system.

K. All pets must be under control at all times. Methods of control include a leash or demonstrated effective voice command. The person having the control, custody or possession of a dog shall clean up after the dog by using a dog waste bag or other suitable method.

L. Vacation rental licenses are non-transferable.

M. The licensee must comply with the requirements of the occupancy tax ordinance as a condition for issuance or renewal of a vacation rental license.

N. Licensees shall keep all information on the GoYachats website current and notify City Hall of any changes in mailing address, email address or agent or contact person. Email addresses, mailing addresses and phone numbers for the owner, property manager and person responsible for tax reporting shall be kept current with the City. Failure to keep contacting information current shall constitute a violation of this Chapter.

O. Licensees may not advertise a vacation rental for a higher occupancy than the maximum allowable number of overnight occupants listed on the license.

P. Vacation rentals shall comply with the standards in this section, whether or not the vacation rental is occupied by a renter, owner, or other person.

(Ord. 328, 2014; Ord. 324, 2013; Ord. 311, 2012; Ord. 291, 2010; Ord. 237, 2003; Ord. 226, 2002; Ord. 191, 1997; Ord. 148 § 3, 1992)

Section 4.08.040 Inspection, license and annual fee.

A. The city ~~recorder~~ shall prepare an application form for a vacation rental license. Prior to issuance of a vacation rental license, the city will inspect the subject property to determine occupancy capacity, parking and access compliance. Upon receipt of the completed application, the annual license fee, inspection and attestation that the licensing standards have been met, the city ~~recorder~~ shall issue a license to the applicant (not the dwelling) for a period of one year. The license may be renewed annually if all standards are met. If a license is renewed annually until at least five consecutive years have elapsed the city will re-inspect before issuing a license for the ~~next~~sixth year. The city retains the right to re-inspect the property at any time. Complaints received by the city may trigger a re-inspection. An inspection fee will be assessed for the initial inspection, for additional inspections undertaken due to complaints, and for each five-year inspection completed by the city. A vacation rental licensee shall not be required to pay a business occupation license fee in addition to the annual license fee. The annual license and inspection fees shall be set by resolution of the city council. All fees are non-refundable.

~~Complaints received by the city may trigger a re-inspection.~~

~~—B.~~ All licenses shall be obtained prior to any rental of the property. The required application and license fee are due on January ~~1st~~1 of each year for the fiscal year commencing with that date and are delinquent on February ~~1st~~1. The delinquency fee will be set by resolution.

C. The City shall not issue more than 125 licenses. If more than 125 licenses have been issued prior to the effective date of this 125-license limitation, the City shall not issue any licenses to new vacation rentals until such time as the number of licenses drops below 125 licenses. For license renewals each year, priority will be given to existing licenses seeking renewal, so long as the renewal application is

delivered to the City by December 29, or the next business day if December 29 falls on a day City Hall is closed. After December 29, if there are licenses available after accounting for all licenses renewals, new applications will be accepted on a first-come-first-served basis.

(Ord. 328, 2014; Ord. 311, 2012; Ord. 291, 2010; Ord. 284, 2009; Ord. 199 § 1, 1997; Ord. 148 § 4, 1992)

Section 4.08.050 Complaints.

All complaints shall be in writing on a form provided by the city ~~recorder~~ and signed by the complainant. The complainant must show or attest that they have made a timely attempt to resolve the issue with the person officially responsible for management of the property. The complainant is expected to initiate the process while the out of compliance incident is occurring or when they first become aware that a property is not in compliance with the regulations. All complaints filed with the city shall be verified by the city for validity.

A. When a complaint is filed that is verified by the city to be valid, the owner and ~~agent, if any, property manager~~ will be notified in writing by mail or email and provided with a copy of the complaint. Either the ~~licensee owner~~ or ~~agent property manager~~ will be required to meet with a city official to discuss means by which further complaints may be avoided. If the licensee fails to meet this requirement ~~with~~within a reasonable amount of time, ~~the city recorder staff~~ will prepare a report for city council action.

B. Upon a second complaint, ~~that is verified by the city to be valid~~, the owner and ~~agent, if any, property manager~~ will again be notified in writing by mail or email and provided with a copy of the complaint. Either ~~licensee the owner~~ or ~~agent property manager~~ will again be required to meet with a city official to further discuss means by which further complaints may be avoided. If the licensee fails to meet this requirement within a reasonable amount of time the city recorder will prepare a report for city council action.

C. Upon a third complaint within a 90-day period, ~~that is verified by the city to be valid~~, the owner and agent, if any, will be notified in writing by mail or email and provided with a copy of the complaint.

a. ~~The city recorder~~City staff may schedule a hearing and prepare a report for city council action.

b. The city council may schedule a hearing.

c. Either the city ~~recorder manager~~ or city council may, without a hearing, revoke the license immediately.

d. In the event that a license is revoked, the applicant or license holder shall have the right of appeal. The written notice of appeal to the council shall be filed with the city ~~recorder~~ within 15 days of the notice of revocation.

D. Standards of judging complaints shall include, but are not limited to, the following:

1. Noncompliance with vacation rental license standards as stated in Section 4.08.030;

2. Monopoly of on-street parking;

3. Other offensive activities not in harmony with the residential neighborhood such as trespass, excessive noise or pets running loose.

E. The city council, upon hearing the evidence, may (1) approve the license as it exists; (2) revoke the license; (3) impose appropriate restrictions on the operation of the license. (Ord. 328, 2014; Ord. 311, 2012; Ord. 226, 2002; Ord. 148 § 5, 1992)

Section 4.08.060 Violations—Penalties.

It is unlawful for any person so required to fail or refuse to apply for a license, or operate without a license as required herein. Any person who violates any provisions of this chapter ~~commits~~is subject to a ~~Class B civil infraction and fine of up to \$1,000 per violation, with each day of a continuing violation constituting a separate violation. The third violation within any consecutive twelve month period shall result in suspension of the vacation rental license for twelve months.~~ Violations shall be subject to the procedures and penalties of Chapter 1.12, as now constituted or hereafter amended, or revised ~~or repealed~~. (Ord. 328, 2014; Ord. 185 § 4, 1996; Ord. 148 § 6, 1992)

Yachats Visitors' Center Service Contract

It is agreed by and between the following parties:

The Yachats Area Chamber of Commerce (hereafter, "the Contractor")
An Oregon nonprofit corporation
P O Box 728
Yachats, OR 97498
Telephone (541) 547-3530

The City of Yachats (hereafter, "the City")
An Oregon municipal corporation
PO Box 345
Yachats, OR 97498
Telephone (541) 547-3565

The City shall provide a suitable location for the Visitors Center.

In consideration for the City's payment of the contract price to the Contractor, the Contractor shall maintain and operate a Visitors Center for the purpose of attracting and providing information to visitors to the Yachats area, as follows:

Name: The name of the visitors' center shall be "The City of Yachats Visitors Center" (hereafter, the "Visitors Center"). The name will appear on all publications prepared in the performance of this agreement and will be used when answering the telephone. The Contractor may add its name to publications and telephone greeting to indicate mutual support, but publications shall indicate the City's sponsorship of the Visitors Center and include the GoYachats logo and URL.

Telephone: The Visitors Center shall maintain telephone numbers (541) 547-3530 and (800) 929-0477 for visitor information. One or both of these telephone numbers shall be included on all literature.

Post Office Box: The Visitors Center shall maintain Yachats Post Office box number 728 for visitor information. The Post Office box number shall be included on all literature.

Hours of Operation. The minimum hours of operation of the Visitors Center shall be:

March 15 through October 31: 10 a.m. to 4 p.m. Daily
November 1 through March 14: 10 a.m. to 4 p.m. Friday – Sunday

The Visitors Center will be open most holidays and 3-day weekends.

Services Provided: The Contractor shall use competent and trained personnel to properly carry out the operation of the Visitors Center. The Contractor shall provide all materials required in the performance of its services, including literature, brochures, postage, office space and office equipment, and supplies for the public restroom. The Contractor's duties in running the Visitors Center shall include the following:

Recruiting, training, scheduling, and supervising an adequate number of volunteers;

Maintaining the Visitors Center and keeping it clean, safe and attractive;
Maintaining adequate supplies and equipment;
Responding to incoming correspondence to the Visitors Center;
Responding to requests from prospective visitors for information, brochures, and pertinent materials.

Marketing:

The Contractor shall support and continue to implement the Yachats Marketing Plan, which may include activities related to the Rural Tourism Studio, future Travel Oregon marketing opportunities or other types of grants and marketing projects.

Equipment: Any equipment purchased for the Visitors Center and/or maintained with City funds shall become the property of the City.

Reports:

Operations and activities: The Contractor shall submit quarterly visitor count reports of general inquiries and information requests received by the Visitors Center and activities the Contractor has undertaken on behalf of the City. The reports shall separate the Contractor's activities as the City's representative from those activities in which they are involved for their membership.

Budget and accounting: The Contractor shall submit quarterly operating budget comparison reports showing the year to date expenses compared to the total budget for each line item identified in the proposal as approved by the City when the contract was awarded for the fiscal year.

Questions and Complaints: Any person with a question or complaint regarding the operation of the Visitors Center shall be referred to the Contractor's management contractor, or such other entity as the Contractor may, from time to time, advise the City in writing. If the question or complaint is not resolved by the Contractor, the person may bring the complaint to the City for resolution.

Promotional Literature: The Contractor shall honor all reasonable requests from Chamber members, as well as from nonmembers who have current City business licenses, to display information and/or distribute their business and promotional literature at the Visitors Center. The Contractor may also promote its own events through the Visitors Center.

Accounting: Funds for the operation of the Visitors Center shall be maintained in an account separate from all other Contractor bank accounts. The Contractor shall pay promptly when due all expenses incurred in the operation of the Visitors Center and shall not allow any obligations to become overdue. The Contractor shall maintain accurate books, records and accounts of all Visitors Center transactions. An authorized representative of the City shall be entitled from time to time, upon reasonable request, to inspect the books, records and accounts of the Visitors Center.

Annual Review of Books: As part of the contract price for operating the Visitors Center, a review of the Visitors Center books and records shall be conducted each year by an independent certified public accounting firm agreeable to both the City and the Contractor. The review will be completed for the preceding fiscal year by August 30 of the new fiscal year and copies of the report shall be provided to both the City and the Contractor. The review shall include financial

statements showing all revenue and expenses for the fiscal year compared to the approved budget and a general ledger report.

Workers Compensation: If either the Contractor or any other subcontractor hires employees to be used in the performance of this agreement, the Contractor or subcontractor shall be solely responsible for complying with all Oregon Workers' Compensation Law requirements, and shall indemnify the City against and hold the City harmless from any liability for noncompliance. The Contractor shall provide a certificate or other proof of coverage satisfactory to the City.

Insurance: The Contractor shall maintain a commercial general liability insurance policy with coverage of not less than \$1,000,000.00 combined single limit per occurrence, with aggregate of \$1,000,000.00 for bodily injury, personal injury or property damage. At no time shall the Contractor allow such insurance coverage to be less coverage than the limits of liability under the Oregon Tort Claims Laws, ORS 3.0260-30.300, particularly ORS 30.275, as such laws now or may hereafter require. The policy shall contain a contractual agreement. The policy shall also contain an endorsement naming the City as an additional insured, in a form satisfactory to the City, and expressly provide that the interest of the City shall not be affected by the Contractor's breach of policy provisions. The policy shall be maintained in full force and effect during the full term of this agreement. The City shall terminate this agreement immediately at any time the Contractor fails to comply with this provision. The Contractor shall provide a current certificate of insurance satisfactory to the City.

Subcontractors: The Contractor may delegate all or any part of its obligations hereunder to one or more subcontractors or employees, provided that the Contractor shall have full responsibility for all Visitors Center activities performed by said contractors or employees. No such delegation shall impair the Contractor's satisfactory performance of this contract.

The Contract Price: The City agrees to pay the Contractor for the full performance of its obligations under this agreement the contract price of \$64,765. The contract price shall be paid in quarterly installments of \$16,191.25 each, on or before January 15, April 15, July 15, October 15 of the calendar year.

Independent Contractor: The Contractor is an independent contractor. The nature of the services to be rendered and the results to be achieved shall be specified by the City; however, the Contractor shall control the manner in which the services are performed and the results are achieved. The Contractor is not to be deemed an employee or agent of the City and has no authority to make any binding commitments on behalf of the City except as expressly authorized by the City in writing. The Contractor shall be solely responsible for payment of all the Contractor's income taxes, self-employment taxes, liability insurance, worker's compensation insurance, and employee wages and benefits.

Indemnification: The City shall not be liable to the Contractor for any injury to person or property sustained by the Contractor, including its employees and agents, in performance of this agreement, except to the extent that such injury is caused solely by the negligent acts of the City. The Contractor shall be liable for any injury to person or property it may cause to the City or to any third party, and shall indemnify the City against and hold the City harmless from any injury to person or property incurred by the Contractor, including its employees and agents, or by any third party, in the performance of its agreement. Each party shall indemnify, hold harmless and defend the other, its officials, agents and employees, from and against any and all claims, damages, losses and expenses, including attorney fees, arising from its performance of, or failure to perform, this agreement. The extent of the City's obligation under this section is

limited to the City's obligation under this section is limited to the City's obligation under the Oregon Constitution and ORS 30.260 through 30.300.

Mediation: Any controversy arising from the performance by the Contractor pursuant to this agreement or any question regarding interpretation of any term of or condition set forth in this agreement shall be attempted to be resolved by mediation before any legal action is taken by either party in any court of competent jurisdiction. A mediation panel shall be formed for each matter to be considered, consisting of one representative appointed by the City, one person to be appointed by the Contractor and a third neutral person to be agreed upon by the two appointed persons. The panel shall meet, hear the matter and recommend a resolution of the matter. The non-binding recommendation shall be submitted in writing to the parties for their consideration and possible agreement. Any costs of mediation shall be born by the parties as incurred.

Attorney Fees: In any action or proceeding before a court of competent jurisdiction regarding this Agreement, including any appeal taken therefrom, the prevailing party shall be awarded its costs including reasonable attorney fees.

Applicable Law: Each party shall comply with all applicable laws in the performance of this agreement. This agreement shall be interpreted and enforced in accordance with the laws of the State of Oregon.

Term: The term of this agreement is for the year beginning January 1, 2015 and ending December 31, 2017. Either party may request to negotiate adjustments to the services and contact amount annually. Either party may terminate this agreement with 30 days notice only for cause during the term. "Cause" shall include, but not be limited to, a City decision not to continue to provide a Visitors Center program or a loss or reduction in revenues to fund the program.

Authorized agents: The agents authorized to act for the respective parties on all matters relating to this contract are as follows:

The City's Agent: The Yachats City Recorder

The Contractor's Agent: ~~David Locke~~, Chamber President
Linda Hepler

IN WITNESS WHEREOF, the parties execute this agreement on the dates set forth below:

The City of Yachats

Dated: 1/8/15 B _____

Contractor

Dated: 1/10/15 B: _____
ent