

1. 11:00 A.M. Agenda

Documents:

[_2025-09-17 City Council Regular Meeting Agenda.pdf](#)

2. Work Session Meeting Material

Documents:

[2025 Goals And Tracking City Of Yachats - 2025 Goals \(2\).Pdf](#)
[2025 Goals And Tracking City Of Yachats - 2024 Goals And Tracking.pdf](#)

3. Regular Session Meeting Material

Documents:

[1a Fw_ Road Repair Fees And Water_ Sewer Bills_ Redacted.pdf](#)
[1b Fw_ Cascadia Partners Recommendations_ Redacted.pdf](#)
[3a YMC Chapter 9.54 - Model Code Integration February 2025 FINAL DRAFT 09-15-25 \(1\).Pdf](#)
[4a1 September 2025 City Staff Report .Pdf](#)
[4a2 E 2nd St Phase 3 - Gantt Chart From Laskey-Clifton Corporation.pdf](#)
[4a3 Little Log House Church Museum Sequencing \(2\).Pdf](#)
[4a5 Yachats Library 30125.T03 - Primary Schedule \(2\).Pdf](#)
[4a6 Grants For Yachats \(2\).Pdf](#)
[4a7 Copy Of Commons Report - Infrastructure \(7\).Pdf](#)
[4a8 Copy Of Commons Report - Maintenance \(4\).Pdf](#)
[4a9 Copy Of Commons Report - Commons Management \(4\).Pdf](#)
[4a10 Copy Of Commons Report - Grants \(3\).Pdf](#)
[4a11 Copy Of Commons Report - Work History \(3\).Pdf](#)
[4a12 LLCM Operational.pdf](#)
[4a13 LLCM Policy Manual.pdf](#)
[4a14 YYFAP Extension.pdf](#)
[4b Sheriff Report - September 2025 \(1\).Pdf](#)
[4b1 08.2025 Brawdy Detail Report.pdf](#)
[4c August Commission-Committee Summaries.pdf](#)
[4d 2025-08-20 Draft Council Minutes Summary.docx \(1\).Pdf](#)
[4e1 2025-08 August City Council Graphs \(1\).Pdf](#)
[4e2 2025-08 Financial Report Council.pdf](#)
[4e3 2025-08 Fund Balances And Contract Exp.pdf](#)
[4e4 2025-06.4 June City Council Graphs - Soft Close No.4 \(1\).Pdf](#)
[5a1 2015.3.12 OR.Yachats City FA \(Thru 3.11.2020 Ext\)CHTR \(1\) \(1\).Pdf](#)
[5a2 City Of Yachats OR Charter Spectrum Franchise Draft \(1\).Pdf](#)
[5b Vacation Rental Code Update- September 2025 \(1\) \(1\).Pdf](#)
[6a1 Yachats Tank Letter Report DRAFT 09-11-25 \(1\).Pdf](#)
[6b1 Fireworks 9.15 \(1\).Pdf](#)
[6c Council Rules 2025-09-15 \(1\).Pdf](#)

4. Added Parks & Commons Summary Of August

Documents:

[2025-08-05 Draft Parks Summary Minutes.pdf](#)



CITY OF YACHATS
441 N Hwy 101, Civic Meeting Room 1
Wednesday, September 17, 2025, 11:00 am & 1:00 pm
To Be Held In-Person & Via Zoom

Join Zoom Meeting
<https://us02web.zoom.us/j/81551584584>

Meeting ID: 815 5158 458

WORK SESSION

I. Review Council Goals

- A. [Link to goals tracker](#)

REGULAR CITY COUNCIL MEETING- 1:00 pm

I. Announcements, Proclamations, and Correspondence

- a. Koho: streets, utilities, part-time, and property tax [Link](#)
b. Development and water supply [Link](#)

II. Public Comment – limited to items not on the agenda
(5-minute limitation per person)

III. Public Hearing – FEMA Model Ordinance

- a. [Link to Ordinance](#)

IV. Consent Agenda – vote to approve

- a. The City Manager and City Staff report
i. [Link to report](#)

The Yachats City Council meetings are open to the public and interested citizens are invited to attend via Zoom. 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. The meeting are 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. 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 10, 2025 By: Kimmie Jackson, Recorder



- b. Lincoln County Sheriff Contract Report
 - i. [Link to report](#)
- c. Commission/Committee August meeting summaries
 - i. [Link to summaries](#)
- d. City Council August meeting summary
 - i. [Link to the meeting summary](#)
- e. Financial Reports
 - i. [Link to August 2025 graph finance overview](#)
 - ii. [Link to August 2025 financial consolidated report, Council](#)
 - iii. [Link to August 2025 financial fund balance & contract expense](#)
 - iv. [Link to FY 2024/2025 SOFT CLOSE #4](#)

V. New Business

- a. Charter Franchise Agreement
 - i. [Franchise Agreement Ordinance 2015-332](#)
 - ii. [Updated Franchise Agreement](#)
- b. Vacation License Code Review
 - i. [Link to supporting documents](#)

VI. Ongoing Business

- a. Property review for the proposed water tank
 - i. [Link to DRAFT report from Westech Engineers](#)
- b. Link to Fireworks Survey results
 - i. [Link to PDF of results](#)
 - ii. [Link to web-based results](#)
- c. City Council Rules Update Adoption
 - i. [Link to updated Council Rules](#)

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VII. Other Business

- a. From the Mayor
- b. From Council
- c. From Staff

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City of Yachats 2025 Goals									
City of Yachats 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.						
FOCUS AREA	GOAL	#	2025 ACTIONS	DELIVERABLES	ACTION LEAD	Q1 Project Updates	Q2 Project Updates	Q3 Project Updates	Q4 project Updates
INFRASTRUCTURE	Achieve water sustainability	11	New Reservoir Feasibility	1. Geotech. 2. Engineering for new reservoir	Mayor Berdie	1. Geotech scheduled, land purchase agreement ready to send.	The Geotech has been completed for the proposed water tank property. The City Council will hear the report and suggestions from them in the September City Council meeting.		
		12	Develop a funding pathway for seismically-stable water storage while simultaneously creating middle-income housing	1. Continual grant seeking	BP, RM, CB	1. Applied for Biz Oregon Infrastructure Grant. Hosted Regional Solutions. Received	Received a \$300,000 grant for the feasibility studies of the proposed water tank property.		
		13	Create & Implement street rehabilitation plan and communicate the sequence to the public	1. One, three and five-year plans 2. Regular feature of what is coming up for streets and infrastructure	Rick M	1. Storm Drain Master Plan in final stages. 2. PW created a 3-year street plan and suggested a street fee to pay for the storm drains & street work	The Storm Drain Master Plan is still in progress, and we are returning it to the engineer to add Coolidge, OVD, and Marine to the plan. Public Works has completed two-thirds of the three-year paving plan, and all updates have been communicated to residents. We are also working on a Local Improvement District for street paving in areas outside the scope of the annual general fund contribution to street and stormwater projects.		
		14	Reduce winter wastewater inflow & infiltration	1. Increased inflow & infiltration inspections. 3-4 manhole rehabilitation.	Dave, Code		Public works has been working hard all summer on sewer lines. They have been doing more sewer collection maintenance than the City has in over 15 years. As soon as the wet season arrives, they will be out working on storm drains along city streets to identify problem areas.		
		15	Develop plans and calculate the cost for new Public Works storage and emergency shelter	1. Edmunds property plan	Rick M		Brush cut, with a brush box and a street light being installed. The road is cleared, and small trees have been trimmed. An arborist is on the way. I've spoken with Thisell about clearing the flat area. Vehicles have been removed, but the building and its contents still need to go. Some of the contents will be surplus.		
LIVABILITY	Provide safe access to and use of City infrastructure, parks, and trails	21	Continue pursuing traffic calming and pedestrian safety measures with ODOT	1. Conversations with ODOT on Speed signs with lights further North, correcting sidewalks. Phase 2 sidewalks, exploring Phase 2 vs Phase 3 sidewalks. Lori Lane crosswalk, slowing traffic measures near Lori Lane, and Bike lanes. 2. Coordinate with PUD on plans that would affect their electrical supplies. 3. Explore funding options for projects	Councilor Whitten-Carey & O'Shaughnessey	1. Met with ODOT, will need to apply for planning grants to start the projects. 2. Applying for the Safe Streets grant and the Transportation Management Grant. 3. Will discuss portable speed camera with PW&S Commission	We've applied for the Transportation Growth Management grant through ODOT. On September 23rd, the City will appeal the speed study results, expanding the 25 mph speed zone into a 45 mph zone. We've purchased a speed radar trailer that's expected to arrive in September. We've also met with ODOT about Lori Lane, which needs to be included in the updated circulation plan and as part of a larger sidewalk project.		
		22	Evaluate the effectiveness of Code Enforcement and Public Safety programs. Review existing ordinances related to loitering, dogs, and camping	1. Create a plan for the budget year for the needed level of Code Enforcement and Public Safety		1. Have Deputy contract continuing into the FY26 and more code compliance.	On July 26th, we headed to Salem to present the Walkway project to the grant advisory committee. The Oregon State Parks & Rec Commissioners will vote on recommended funding for grants on September 17th, and the City is one of those recommended for funding.		
		23	Develop a park plan for the Landmark property and reapply for the Estuary Boardwalk Grant.	1. Apply for the Oregon State Parks Grant for the Estuary Boardwalk Construction. 2. Begin phases of park planning for the O'Neill property, including public engagement.		1. Have a workgroup. 2. Kevin Shanely designed plans. 3. Giving plans to ODOT for next steps.	On July 26th, we headed to Salem to present the Walkway project to the grant advisory committee. The Oregon State Parks & Rec Commissioners will vote on recommended funding for grants on September 17th, and the City is one of those recommended for funding.		
		24	Establish and fund a Public Art initiative and encourage local artists to submit ideas for public art projects	1. Develop a workgroup and establish public input and locations.	MARY ELLEN-	1. Councilor O'Shaughnessey is working with volunteers to design a plan. Starting with policy, procedure, and guidelines.	City Councilor O'Shaughnessey has developed a policy on public art, which will be reviewed at the October City Council meeting.		
		25	Begin implementing the Civic Campus Master Plan	1. Budget for phase 1 implementation in the City Hall, Commons, and Parks & Trails Capital Improvement Budgets.		1. Have followed through with each step in the process. The plan is set to be adopted by City Council in July.	City Council has adopted the Master Plan, with the first projects being the addition of ADA bathrooms at the North end of the Commons and upgrading the sound, lighting, and acoustics in the Multipurpose room.		
HOUSING SUPPLY	Identify ways to expand the housing supply and diversify housing options	31	Amend zoning regulations to increase housing density, with a focus on creating housing options that are suitable for full-time residents, particularly those who work within the community	1. Cascadia Partners implementation plan 2. Working with the Planning Commission on long-range planning. 3. Assess what other communities are doing to encourage full-time residents. 4. Explore incentives programs.	Councilor Hedlund	1. Advisory group meeting with Cascadia partners. 2. Code Concepts are being suggested.	The City is still collaborating with Cascadia partners. They recently held joint council and planning commission meetings to discuss codes that need updates to align with state codes, as well as code concepts that will support housing. A community input meeting is set for September 30th.		
		32	Explore strategies for repurposing existing housing stock, including vacant or underutilized properties, to create full-time residences and multi-family housing options.	1. Public-private partnerships 2. Explore incentives or penalties for the owners of abandoned houses or properties. 3. Initiate condemnation regulations, understand legal constraints			The City has identified the nuisance code that is written to help us address vacant houses or abandoned building projects. We now need to create a policy outlining what the City will do after citations are issued or if the property is seized. Code Link		
		33	Perform a capacity analysis of the existing water system to determine its maximum water delivery capability.	1. Consultant report 2. 3. How many units of water are needed per dwelling in city limits		1. Lead McClung will give a report to the City Council in May with water capacity results.	McClung presented a report on water capacity, and it was discussed that we'll need to rely on our agreement with the neighboring water district for capacity extensions.		
ENVIRONMENTAL STEWARDSHIP	Environmentally aware in all we do	41	Identify opportunities to expand open spaces, parks, and trails. Encourage land donations and conservation easements.	1. Identify criteria that will guide the acquisition of property by the City, ensuring the purchase is in the best interest of the City.	Councilor Whitten-Carey & O'Shaughnessey	1. Working with Planning & Parks & Commons to support this goal.	We've collaborated with View the Future to create a property acquisition list for the City Council to review. The City Manager will share this during the process session.		
		42	Complete the Wetlands Inventory and provide education on Wetlands Pond	2. Communicate with State departments or Legislation		1. Parks & Commons are set to work on this goal.	At its August meeting, City Council approved a workgroup from the Parks & Commons Commission to assess signage needs along the wetlands boardwalk. The City Manager has since tasked a local designer with creating the necessary identification signs.		
		43	Prioritize environmental sustainability in all future City construction projects by carefully considering the environmental impact of land use, construction materials, and overall project design.	1. Develop generalized checklist of accepted considerations					
		44	Continue to consider the environmental impact when making decisions in all areas of City business	1. Recycle bins 2. Environmentally friendly materials and items		1. The Community Service Coordinator is getting recycling stations for each City facility.			
		45	Review ordinances that significantly impact the environment, such as those related to trees and noxious weeds	1. Assign to the Parks & Commons Commission to review and update. 2. Assign to the Planning Commission to review how this affects property ordinances		1. Working with Planning & Parks & Commons to support this goal.	Parks & Commons has identified and listed noxious weeds for this ordinance. The Planning Commission will review the remaining parts of the code.		
FISCAL SUSTAINABILITY	Effectively manage and plan for the City's financial needs	51	Designate the Finance Committee as the audit review committee		Mayor Berdie	1. Adopted Ord 375 with Finance as audit committee	Complete		
		52	Explore and implement strategies to ensure the long-term sustainability and funding of our water reserves, while continuing a contractual agreement with the Sheriff's Department.			1. The utility rate raise looks to be filling the gap left by the General Funds contributions.	Complete		
		53	Explore options for extending the service life and securing funding for upgrades to the wastewater treatment plant.	1. Identify likely system failure points. 2. Where and how are we going to replace the plant? Create a plan for this and have it in writing. 3. Explore County, district partnerships with sewer treatment for the county between Waldport and		1. Lead Buckwald reports that the lifespan of the plant is very long-term, the investments the City has made sets a longer lifespan.			
		54	Document Urban Renewal District expiration and develop preliminary replacement funding plans.	1. Discover the options for continuing or starting a new URD			The Finance Committee is just starting to research a new URD. The City Manager will now seek out a consultant to help with the next steps in launching a new URD.		
		55	Develop and implement criteria for the distribution of fund requests from visitor amenities	1. Use the Lincoln County Economic grant and process as guidelines		1. The first draft was presented in April. Many suggestions received to improve will be brought back in the July City Council meeting.	Community grant funding has been approved and is now available. The application period starts on September 20th and ends on October 20th. The City Manager will review applications with a committee that doesn't have any connections to the applicants. We'll then present our recommendations to the City Council for consideration of recipients.		
PUBLIC AWARENESS	Deliver efficient, effective, transparent municipal services	61	Enhance the City's online presence and improve citizen engagement by modernizing and optimizing the official City website.	1. Track the City's website analytics and review the need to make a more user-friendly website. 2. Engage user-interface services. 3. Review other City websites to find styles that are user-friendly. 4. Communicate and engage citizens on research for the best upgrade in the next year. Look and feel. 5. Form a workgroup for this project. 6. Consider A/B testing	Councilor Whitten-Carey	1. Started tracking on Google Analytics.	City staff has been collaborating with Councilor Whitten-Carey on website usability. When we upgrade, we'll refresh the site overall, incorporating new city photos and logos. We'll also make interactions user-friendly, forms straightforward, clear, and easy to use. Other city websites they like include Grover Beach, CA, Boise, ID, and Westminster, CO, all built on Civic Plus.		
		62	Community engagement to continue to create a positive community image.	1. Continue posting on social media, e-newsletters, and print newsletters. 2. Start creating City Council recap videos to post on our website and on social media. 3. Use the resident sentiment survey to create content		1. Regular posts on all communication channels. 2. Started monthly video recaps of the Mayor sharing City Council meeting highlights.	Every month, the City sends out e-newsletters, creates at least three social media posts per week, produces a monthly City Council recap video, and makes city informational videos. Additionally, they conducted a survey about the Fourth of July fireworks.		
		63	Create a user-friendly citizen's budget book and provide comprehensive budget education	1. Budget presentations, both 101 and budget orientation for the budget season. 2. Take the city budget and create a citizen's budget book. 3. Create from the citizen's perspective		1. Budget 101 at the State of the City. 2. Budget games with EDALC. 3. Clear, easy-to-follow Budget Book for FY26	Published and adopted an easy-to-follow budget book.		
		64	Increase public awareness and understanding of City Council proceedings	1. Budget and hire a contracted service for a professional videographer to execute recap videos each month. 2. Short video recaps of council meetings. 3. Each Councilor takes a turn writing in the Mayor's Newsletter section, updating the community on their assigned goals		1. Contracted professional services to support the videos. The Mayor has done 3.	Every month the City Council has a recap of the meeting video created and posted.		
ALIGNMENT	Synchronize and update city policies and administrative rules	71	Evaluate the Yachats Municipal Code for clarity and comprehensiveness	1. Review and update the code	Councilor Collins	1. Rewrote Ord 370, now Ord 375	The City is now working on the Vacation Rental License code for updating.		
		72	Align Commission rules and ordinances, beginning with Parks & Commons Commission	1. Ensure each Commission's rules and ordinances accurately reflect the advisory role they hold to support the City Council and City Staff. 2. Evaluate the rules, are they needed or just a code of conduct?		1. May City Council work session will review all the edit suggestions for the Council Rules.	Mayor Berdie and Councilor Collins have edited the Council rules, they were reviewed in August and are slated to be adopted in September.		
		73	Consider a "Code of Conduct" for members of the City Council, Commissions, Workgroups, and City Staff	1. Collect and review other City guidelines. 2. Refer to League of Oregon Cities guidelines					
		74							

Goal	Objective	Progress	Staff Responsibility & Councilor Support	Complete	Ongoing
Achieve water sustainability	Schedule and attend regular meetings with SWLCPUD during 2024-2025:	Meetings are happening fairly regularly. With email communication in between. The next meeting is scheduled for 4/15/2024 2. City Manager meets the SLWDPUD on 7/13 to draft the one-year supplemental water agreement. 3. The city and SLWDPUD attorneys have reviewed a supplemental water agreement. Both agree on the terms, and their boards of directors will vote on it on August 20th. 4. On September 30th the two organizations will test the connection, Yachats will purchase 600 gallons of water in the test. During this time they will write the standard operating procedure for how this connection will work in the future as needed.	CM, Mayor Berdie	☒	☒
Achieve water sustainability	Establish a long-term (10-year minimum) agreement for drought-related emergency supply.	Working toward a long term agreement for supplemental sharing agreement. In a contract will determine a time of year, level of water or both when Yachats starts purchasing from SLWDPUD. This will need to be agreed on by both parties and ran through legal council. 2. Confirmed that we will have a summer agreement with SLWDPUD to sell us water at 100 GPM 3. See above, a water agreement will be voted on by the SLWDPUD on August 20th 4. See above	CM, Mayor Berdie	☒	☒
Achieve water sustainability	Cost and resource-sharing arrangements.	The relationship is being built and the sentiment shared that we want to be good neighbors and when we both have similar big projects coming up, we can arrange to have them done around the same timeframe and spilt contractor travel fees in the hope to reduce cost for both parties. 2. This is ongoing and the relationship and trust are being built	CM, RM, Mayor Berdie	☒	☒
Achieve water sustainability	Continuous water-sharing arrangements at reasonable prices.	This would be the second phase of the supplemental water agreement. 2. Rates have been set and they fall within our budgeted amount. 3. See above information	CM, RM, Mayor Berdie	☒	☒
Achieve water sustainability	Invest in a property that: Provides potential locations for water storage and improves water quality in our facilities.	We are waiting for the results of the geo-tech study to decide if we go forward with the purchase. The contract is signed by both parties. The study results are due back on May 15th. 2. The engineering study is back. The Public Works & Streets Commission will review it on June 11th. The report is in the June City Council Packet. The City Council will go to the property on their July 8th infrastructure tour. 4. The city council voted to purchase the property and the CM has initiated an escrow account for the funds transfer between the city and Edmunds. 5. The title company is performing the title switch and the sale will be complete. The person that oversees the property has moved off. 6. This property is purchased and the complete	CM & RM, Mayor Berdie	☒	☐
Achieve water sustainability	Invest in a property that: Establishes safe boundaries around water facilities	We are waiting for the results of the geo-tech study to decide if we go forward with the purchase. The contract is signed by both parties. The study results are due back on May 15th. 2. It was voted on during the June 11th Public Works & Streets Commission meeting to approve the purchase of the property for further discussion on the use. 3. The city council voted to purchase the property and the CM has initiated an escrow account for the funds transfer between the city and Edmunds. 4. See above, sale is nearly complete	CM & RM, Mayor Berdie	☒	☒
Provide safe access to and use of city infrastructure, parks, and trails	Identified public safety items considered in the CIP process- Public restrooms, commons north entry, sidewalk curbs	A Civic Campus Masterplan study will include each of these items and determine the best location, layout, etc. We are in the process of setting up an RFP to submit for bidding. 2 The master plan has been submitted for the bidding process, all bids are due by June 30th. 3. Bids are received and being reviewed by the PC& C to make firm recommendations to City Council on their top 3 choices, city council will vote in September on which firm to choose. 4. PC&C chose their top 3 and City Council voted on their one. CM has reached out to the selected company to start a contract. 5. The CC voted to select Scharen Design Studio as the team that will complete the Civic Master Plan. This kickoff on November 13th.	NM, Councilor Carey	☐	☒
Provide safe access to and use of city infrastructure, parks, and trails	Implement security systems and safety measures plans in City Hall and the Commons	Research is being done on the best ways to implement a secure and welcoming entrance to City Hall 2. The CM will meet with Geo to look at how to design the inside of the city hall for security purposes. Facilities Coordinator, Krystal is scheduling window coverings that create privacy from the exterior but give full vision to the exterior from inside. 3. The city has had office concepts designs come down and sketch our new office layout. 4. For the Commons, we have place stickers on the exterior doors to tell people that they must schedule and entry to lesson the amount of people interrupting YYFAP.	KK, Councilor Carey	☒	☒
Provide safe access to and use of city infrastructure, parks, and trails	Complete the 101 delineators and replace Oceanview delineators	All the plans have been designed and submitted, waiting for approval from ODOT 2. The permits have been granted by ODOT, now the engineer will put the project out to bid. 3. City Council voted to continue moving forward with the project and ask that ODOT fund the remaining amount. Rick M. has scheduled the company for the project.	PW	☐	☒
Provide safe access to and use of city infrastructure, parks, and trails	Improve crosswalk safety	The Crosswalk lights have been repaired and are working 2. There have been reports that the lights have stopped working again. Public Works is aware of this and addressing the issue.	PW	☒	☒
Provide safe access to and use of city infrastructure, parks, and trails	Decide on a plan to utilize and enhance the green open space behind City Hall.	A Civic Campus Masterplan study will include each of these items and determine the best location, layout, etc. We are in the process of setting up an RFP to submit for bidding. 2 The master plan has been submitted for the bidding process, all bids are due by June 30th. 3. Bids are received and being reviewed by the PC&C to make firm recommendations to City Council on their top 3 choices, city council will vote in September on which firm to choose. 4. PC&C chose their top 3 and City Council voted on their one. CM has reached out to the selected company to start a contract. 5. The CC voted to select Scharen Design Studio as the team that will complete the Civic Master Plan. This kickoff on November 13th.	NM	☐	☒
Provide safe access to and use of city infrastructure, parks, and trails	Ensure a safety plan for Oceanview Drive from Beach St. to Highway 101—examine ways to alert people to the hazards until the walkway is completed.	1. I spoke with Public Works about ways to achieve this safety. We discussed a few options, keeping in mind that we don't own the road yet. Options were: Place cones along the edge of the road, create a little walkway, and do delineators or signage. Cones and delineators narrow up an already narrow road; they also affect the visual appeal of the natural area. 2. blocks and benches have been put in place 3. The OVD transfer is nearing completion and will allow for more road safety options.	BP	☐	☒
Environmentally responsible in all we do	Develop Master Park's/Civic Campus plan, including distributed open spaces.	A Civic Campus Masterplan study will include each of these items and determine the best location, layout, etc. We are in the process of setting up an RFP to submit for bidding. 2. Neal has submitted the RFP to Oregon Buys, bids are due by June 30. He is receiving inquiries. 3. Bids are received and being reviewed by the PC&C to make firm recommendations to City Council on their top 3 choices, city council will vote in September on which firm to choose. 4. PC&C chose their top 3 and City Council voted on their one. CM has reached out to the selected company to start a contract. 5. Conversations have begun with Marge Peterson to acquire her park property. The landmark property is under contract and title search with the escrow company.	NM	☐	☒
Environmentally responsible in all we do	Finalize the wetlands assessment.	Our Local Wetlands Inventory has been submitted to the Department of State Lands. Katherine has made recent contact with them and will continue to follow up on its status. 2. Katherine has been in conversations with DLCD on pushing this forward. 3.Katherine has put a timeline together and the mayor has reached out to the company who worked on this project for the city 4. Both Bobbi and Craig have reached out to people to expedited this project. 5. CM and Planner met with Department of State Lands and Pacific Habitat, looking for this being completed.	KG	☐	☒
Environmentally responsible in all we do	Provide education on Wetlands Pond	I have spoken to the Parks and Commons Commission about creating educational signage for this walkway. They are interested in taking on this task. I am working with a designer to create "sign standards" that will flow into this project and all projects. 2. I will pick this back up with PC&C now that we have our new logo and branding updated to follow up on signs.	Parks & Commons	☐	☒
Environmentally responsible in all we do	Develop a policy for low-maintenance, long-life materials.			☐	☒
Environmentally responsible in all we do	Develop effective controls for city-owned amenities (e.g., brush box)	This is an ongoing conversation with city staff to consider the best ways to move forward with this. What is best for city staff time and availability needs to be considered while making this decision. 2. Public works has ordered signage to share the open hours for the brush box on the gate.	City Staff	☒	☐
Deliver efficient, effective, transparent municipal services	Ensuring documents are publicly available and searchable per Oregon Public Record requirements	Our Recorder currently is continuing her education on records retention and ensuring the city is in full compliance with Oregon State Law.	KJ	☒	☒
Deliver efficient, effective, transparent municipal services	Surveying the community for overall performance and service request satisfaction	1. There is currently a survey out to staff, commissions, committees, and randomly selected community members on the performance and satisfaction of the city managers performance. 2. In September the city will send out a survey to all registered voters in Yachats to ask for their feedback on performance and direction. This will be used in establishing the next years goals and budget. 3. Councilor Mary Ellen O' Shaunessey will look for companies we can hire for our September community survey. 4. The CM has sent out 2 surveys to gauge the communities sentiment and get feedback on communication and safety, both have received over 100 responses, these two were specific to communications and public safety. 5. CM and Councilor O'Shaunessey have created a resident sentiment survey to send out, this will help the council guide their next goal setting and budget setting process. 6. CC will review the results from the survey during their November 20th meeting.	CM & NM	☒	☐
Deliver efficient, effective, transparent municipal services	Summary meeting minutes that include the conversation topics, why the decision was made, and other key discussion points.	1. The City Recorder takes summary notes at each Commission, Committee, and Council meeting. Those notes are attached to every city council meeting agenda. 2. The next goal is to have each city council meeting summary attached to the agenda center within a week after the meeting. 3. The city recorder is now posting minutes within the week of the meetings.	KJ	☒	☐
Effectively manage and plan for the city's financial needs	Identify strategies for the city to encourage the development of workforce housing	1. CM and Councilor Muirhead are assembling a survey to send to Yachats employers and employees to gain insight to the needs of our workforce. 2. The survey will be sent out by August 23rd 3. Councilor Muirhead and CM created and sent two workforce surveys out to employees and employers		☒	☒
Effectively manage and plan for the city's financial needs	Explore administrative overhead allocations to fund budgets			☐	☒
Synchronize and update city policies and administrative rules	Review and update Council Rules pages 1-15 by September 2024 (last amended 2018)	Had a meeting with a local editor that would be interested in supporting this project. The next step is to have the council look at the existing policy and note the changes they see, then work with the editor to create the changes. Tackle this in June. 2. To pick this up in-house now that the council has voted to stay in once per month meetings 3. City Councilors are currently making edits to the Council Rules.	Council, CM	☐	☒

Synchronize and update city policies and administrative rules	Develop recommendations for equitably distributing Beautification and Community Support Funds; August 2024	The City Admin Assistant created and application and review process for the CM to give to any groups requesting financial support out of the Beautification and Community Support Funds.	CM	☒	☒
Synchronize and update city policies and administrative rules	Review and revise, if appropriate, the Food and Beverage penalty rate and Occupancy Tax; Ordinance 3.12.060 and 3.08.080 by November 2024	The finance committee has reviewed both policies and made recommendations. The CM will now work with a committee of people from the vacation rental and hotel industries, along with city staff, to finalize the suggestions. 2. City staff has been working steadily on this, there will be a new tax collection system put in place by the time Fall taxes are collected. This will help us gauge the amount of licenses that solely use HomeAway or other agencies to pay their taxes and rent their homes. This will help us with the finalization of the updated code. 3. Next step is collecting the tax with this new form, using the data collected to finalize the code.		☐	☒
Synchronize and update city policies and administrative rules	Review and revise, if appropriate, Water Shortage Emergency Regulations. Specifically the determination standard and Phase 1 and 2 restrictions by July 2024	The emergency preparedness committee will take a look at the water usage policy and make recommendations. 2. A workgroup has been developed to look at this 3. The policy will come to the city council for adoption in the August meeting. 4. The updated policy will be in public hearing on October 23. 5. The second public hearing for new water emergency policy will be on November 20		☐	☒
Additional goals	Develop a Diversity, Equity and Inclusion Strategy			☐	☐
Additional goals	Develop an ADA Transition Plan	City staff has started this process with ODOT		☐	☒

From: [Bobbi Price](#)
To: [Kimmie Jackson](#)
Subject: Fw: Road Repair Fees and Water/Sewer Bills
Date: Monday, September 15, 2025 2:24:36 PM

other correspondence



Bobbi Price

City Manager, City of Yachats
Phone: 541-547-3565 ext. 102
citymanager@yachatsmail.org
501 Highway 101 N
PO Box 345
Yachats, OR 97498
www.yachatsoregon.org

From: Mayor <Mayor@YachatsMail.org>
Sent: Thursday, September 4, 2025 11:38 AM
To: Bobbi Price <citymanager@YachatsMail.org>
Subject: Fw: Road Repair Fees and Water/Sewer Bills

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From: Obrien, James P - [REDACTED]
Sent: Friday, August 29, 2025 6:08:13 PM
To: Nicole Hedlund <nicole@YachatsMail.org>; Mary Ellen O'Shaughnessey <MaryEllen@YachatsMail.org>; Mayor <Mayor@YachatsMail.org>; Catherine <catherine@YachatsMail.org>; Barry - Yachats city council <barry@YachatsMail.org>
Cc: Obrien, James P [REDACTED]
Subject: Road Repair Fees and Water/Sewer Bills

To Yachats City Council and Mayor:

Is it true that all residents of Yachats will soon have \$10 added to their monthly water/sewer bill to provide funds for road repairs in Yachats? What do roads have to do with water and sewer? If this is a possibility, is it merely a tax to force homeowners in the area to pay for something they will never use?

I live in Koho and our HOA takes care of our roads. As our representatives, our Board has made the decision to keep our roads up. It is paid for with our monthly HOA fees. We use these roads. We pay for

them. The HOA makes the decision with our approval. Those who do not live here do not pay to repair our roads.

When it comes to paying for utilities in Yachats, we have no representation in the City Council nor the ability to vote on such an issue. We do not use the city roads. Why should we pay for them? I rarely drive in town and when I do come, I usually walk.

Yachats has found a cash cow in out-of-area/state homeowners who own homes. The water/sewer bill reflects this. Since many homeowners may not occupy their homes the entire year, each month they are not present they still pay for 2 units of water.

For the 7 months we are not in Yachats, we pay for 2 units of water, which we never use. It's gone! Although it should be banked for each home, it isn't. That would be fair. (I have no objection to paying the administrative part of the water/sewer bill, only the consumption part.) For my spouse and me, that means we pay for 14 units of water we never consume. Why add a road tax to a system that is already unfair?

Please don't tell me this is the price of living in Yachats. Not true. I pay my property taxes, which are high, to live here. And I support the local economy when I'm here. I add to the culture of the community in many ways. Don't compound it with yet another tax, which looks like an easy and quick fix. In addition, we already pay the 5% surcharge on food and services in the city. Will it never end?

It's time to find another cash cow.

James (Jim) P. O'Brien

Yachats resident May to November
[REDACTED] Basalt Loop, Koho
[REDACTED]

James O'Brien, Ph.D., M.B.A.
Professor Emeritus
Fred Fox School of Music
The University of Arizona
[REDACTED]

From: [Bobbi Price](#)
To: [Kimmie Jackson](#)
Subject: Fw: Cascadia Partners Recommendations
Date: Monday, September 15, 2025 2:23:52 PM

For Correspondence



Bobbi Price
City Manager, City of Yachats
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From: David Diamond [REDACTED]
Sent: Monday, August 25, 2025 5:39 PM
To: Mary Ellen O'Shaughnessey <MaryEllen@YachatsMail.org>; Cathrine@yachatsmail.org <Cathrine@yachatsmail.org>; Barry - Yachats city council <barry@YachatsMail.org>; Nicole Hedlund <nicole@YachatsMail.org>; Mayor <Mayor@YachatsMail.org>; Bobbi Price <citymanager@YachatsMail.org>
Subject: Cascadia Partners Recommendations

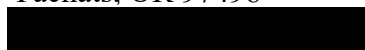
Dear Yachats City Council,

As temperatures rise, Lincoln County is expected to experience significantly lower streamflows in the summer and early fall. In fact, coastal watersheds are projected to see a 5–25% decrease in streamflow during these seasons. This was observed firsthand during the summer of 2025, when streamflows were at historic lows. Lincoln County has faced repeated drought emergencies in recent years, including declarations in 2018, 2021, and 2025. Climate change is projected to increase the frequency, duration, and severity of these droughts, which will further strain water resources for both communities and ecosystems. As water demand increases and availability decreases, public water systems will face significant challenges. Declining supply will exacerbate existing water issues for both domestic well users and public systems, potentially leading to conservation measures or increased water prices. In my opinion, implementing the Cascadia Partners recommendations will hasten Yachats into water bankruptcy as the impacts of climate change affect Lincoln County weather patterns.

Respectfully submitted,

[REDACTED]
Hanley Drive

Yachats, OR 97498



CITY OF YACHATS
ORDINANCE 378
A ORDINANCE AMENDING THE YACHATS MUNICIPAL CODE TITLE 9;
CHAPTER 9.54 FLOOD DAMAGE PREVENTION REGULATIONS;
Amending Ord. 233, 2009; Ord. 287, 2009; Ord. 361 § 1, 2019

WHEREAS, notice of the proposed amendments were provided in Accordance with procedures established in the Yachats Municipal Code and Oregon Revised Statutes; and

WHEREAS,

WHEREAS, the City Council held a meeting on November 20, 2024, and February 19, 2025 to provide an open forum for discussion of the amendments; and

WHEREAS, the City Council held a public hearing on June 18, 2025, for the proposed amendments; and

NOW THEREFORE, the City of Yachats ordains as follows:

§ 9.54.010. Statutory authority, findings of fact, purpose, and methods.

- A. Statutory Authorization. The State of Oregon has in ORS 197.175 delegated the responsibility to local governmental units to adopt floodplain management regulations designed to promote the public health, safety, and general welfare of its citizenry. Therefore, the City of Yachats does ordain as follows:
- B. Findings of Fact.
 - 1. The flood hazard areas of City of Yachats preserve the natural and beneficial values served by floodplains but are subject to periodic inundation which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety, and general welfare.
 - 2. These flood losses may be caused by the cumulative effect of obstructions in special flood hazard areas which increase flood

heights and velocities, and when inadequately anchored, cause damage in other areas. Uses that are inadequately floodproofed, elevated, or otherwise protected from flood damage also contribute to flood loss.

C. Statement of Purpose. It is the purpose of this chapter to promote public health, safety, and general welfare, and to minimize public and private losses due to flooding in flood hazard areas by provisions designed to:

1. Protect human life and health;
3. Minimize expenditure of public money for costly flood; control projects;
4. Preserve natural and beneficial floodplain functions;
5. Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
6. Minimize prolonged business interruptions;
7. Minimize damage to public facilities and utilities such as water and gas mains; electric, telephone and sewer lines; and streets and bridges located in special flood hazard areas;
8. Help maintain a stable tax base by providing for the sound use and development of flood hazard areas so as to minimize blight areas caused by flooding;
9. Notify potential buyers that the property is in a special flood hazard area;
10. Notify those who occupy special flood hazard areas that they assume responsibility for their actions;
11. Participate in and maintain eligibility for flood insurance and disaster relief.

D. Methods of Reducing Flood Losses. In order to accomplish its purposes, this chapter includes methods and provisions for:

1. Restricting or prohibiting development which is dangerous to health, safety, and property due to water or erosion hazards, or which result in damaging increases in erosion or in flood heights or velocities;
2. Requiring that development vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
3. Controlling the alteration of natural floodplains, stream channels, and natural protective barriers, which help accommodate or channel flood waters;
4. Controlling filling, grading, dredging, and other development which may increase flood damage;
5. Preventing or regulating the construction of flood barriers which will

unnaturally divert flood waters or may increase flood hazards in other areas.

6. Employing a standard of "no net loss" of natural and beneficial floodplain functions. (Add, 05/12/2003; Ord. 233, 2009; Ord. 287, 2009; Ord. 361 § 1, 2019, Ord 378, 2025)

§ 9.54.020. Definitions.

Unless specifically defined below, words or phrases used in this chapter shall be interpreted so as to give them the meaning they have in common usage.

"Appeal": A request for a review of the interpretation of any provision of this chapter or a request for a variance.

"Area of shallow flooding": A designated Zone AO, AH, AR/AO or AR/AH on a community's Flood Insurance Rate Map (FIRM) with a one-percent or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

"Area of special flood hazard": The land in the floodplain within a community subject to a 1 percent or greater chance of flooding in any given year. It is shown on the Flood Insurance Rate Map (FIRM) as Zones A, AO, AH, AI-30, AE, A99, AR, V, VI-30 and VE. "Special flood hazard area" is synonymous in meaning and definition with the phrase "area of special flood hazard".

"Base flood": The flood having a one percent chance of being equaled or exceeded in any given year.

"Base flood elevation (BFE)": The elevation to which floodwater is anticipated to rise during the base flood.

"Basement": Any area of the building having its floor subgrade (below ground level) on all sides.

"Breakaway wall": A wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces, without causing damage to the elevated portion of the building or supporting foundation system.

"Coastal high hazard area": An area of special flood hazard extending from offshore to the inland limit of a primary frontal dune along an open coast and any other area subject to high velocity wave action from storms or seismic sources.

"Development": Any man-made change to improved or unimproved real

estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

"Fill": Placement of any materials such as soil, gravel, crushed stone, or other materials that change the elevation of the floodplain. The placement of fill is considered "development."

"Fish Accessible Space": The volumetric space available to fish to access.

"Fish Egress-able Space": The volumetric space available to fish to exit or leave from. "Flood" or "flooding":

1. A general and temporary condition of partial or complete inundation of normally dry land areas from:
 - a. The overflow of inland or tidal waters.
 - b. The unusual and rapid accumulation or runoff of surface waters from any source.
 - c. Mudslides (i.e., mudflows) which are proximately caused by flooding as defined in paragraph (1)(b) of this definition and are akin to a river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water and deposited along the path of the current.
2. The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in paragraph (1)(a) of this definition.

"Flood elevation study": An examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudslide (i.e., mudflow) and/or flood-related erosion hazards.

"Flood Insurance Rate Map (FIRM)": The official map of a community, on which the Federal Insurance Administrator has delineated both the special hazard areas and the risk premium zones applicable to the community. A FIRM that has been made available digitally is called a Digital Flood Insurance Rate Map (DFIRM).

Flood Insurance Study (FIS). See "Flood elevation study."

"Floodway": The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height. Also referred to as "regulatory floodway."

"Functionally dependent use": A use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long term storage or related manufacturing facilities.

"Green Infrastructure": Use of natural or human-made hydrologic features to manage water and provide environmental and community benefits. Green infrastructure uses management approaches and technologies that use, enhance, and/or mimic the natural hydrologic cycle processes of infiltration, evapotranspiration, and reuse. At a large scale, it is an interconnected network of green space that conserves natural systems and provides assorted benefits to human populations. At a local scale, it manages stormwater by infiltrating it into the ground where it is generated using vegetation or porous surfaces, or by capturing it for later reuse. Green infrastructure practices can be used to achieve no net loss of pervious surface by creating infiltration of stormwater in an amount equal to or greater than the infiltration lost by the placement of new impervious surface.

"Habitat Restoration Activities": Activities with the sole purpose of restoring habitats that have only temporary impacts and long-term benefits to habitat. Such projects cannot include ancillary structures such as a storage shed for maintenance equipment, must demonstrate that no rise in the BFE would occur as a result of the project and obtain a CLOMR and LOMR, and have obtained any other required permits (e.g., CWA Section 404 permit).

"Hazard Trees": Standing dead, dying, or diseased trees or ones with a structural defect that makes it likely to fail in whole or in part and that present a potential hazard to a structure or as defined by the community.

"Highest adjacent grade": The highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

"Historic structure": Any structure that is:

1. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily

- determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
2. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
 3. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of Interior; or
 4. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
 - a. By an approved state program as determined by the Secretary of the Interior; or
 - b. Directly by the Secretary of the Interior in states without approved programs.

“Hydraulically Equivalent Elevation”: A location (e.g., a site where no net loss standards are implemented) that is approximately equivalent to another (e.g., the impacted site) relative to the same 100-year water surface elevation contour or base flood elevation. This may be estimated based on a point that is along the same approximate line perpendicular to the direction of flow.

“Hydrologically Connected”: The interconnection of groundwater and surface water such that they constitute one water supply and use of either result in an impact to both.

“Impervious Surface”: A surface that cannot be penetrated by water and thereby prevents infiltration and increases the amount and rate of surface water runoff, leading to erosion of stream banks, degradation of habitat, and increased sediment loads in streams. Such surfaces can accumulate large amounts of pollutants that are then “flushed” into local water bodies during storms and can also interfere with recharge of groundwater and the base flows to water bodies.

“Low Impact Development”: An approach to land development (or redevelopment) that works with nature to manage stormwater as close to its source as possible. It employs principles such as preserving and recreating natural landscape features and minimizing effective imperviousness to create functional and appealing site drainage that treats stormwater as a resource rather than a waste product. Low Impact Development refers to designing and implementing practices that can be employed at the site level to control stormwater and help replicate the predevelopment hydrology of the site. Low impact development helps achieve no net loss of pervious surface by infiltrating stormwater in an amount equal to or greater than the infiltration lost by the placement of new impervious surface. LID is a subset of green infrastructure.

"Lowest floor": The lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of the applicable non elevation design requirements of this chapter.

"Manufactured dwelling": A structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured dwelling" does not include a "recreational vehicle" and is synonymous with "manufactured home".

"Manufactured dwelling park or subdivision": A parcel (or contiguous parcels) of land divided into two or more manufactured dwelling lots for rent or sale.

"Mean Higher-High Water": The average of the higher-high water height of each tidal day observed over the National Tidal Datum Epoch.

"Mean sea level": For purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929 or other datum, to which Base Flood Elevations shown on a community's Flood Insurance Rate Map are referenced.

"New construction": For floodplain management purposes means structures for which the "start of construction" commenced on or after the effective date of a floodplain management regulation adopted by City of Yachats and includes any subsequent improvements to such structures.

"No Net Loss": A standard where adverse impacts must be avoided or offset through adherence to certain requirements so that there is no net change in the function Model Ordinance Language National Flood Insurance Program Page 3-7 NFIP-ESA Integration in Oregon Draft Model Ordinance from the existing condition when a development application is submitted to the state, tribal, or local jurisdiction. The floodplain functions of floodplain storage, water quality, and vegetation must be maintained.

"Offsite": Mitigation occurring outside of the project area.

"Onsite": Mitigation occurring within the project area.

"Ordinary High-Water Mark": The line on the shore established by the fluctuations of water and indicated by physical characteristics such as a clear, natural line impressed on the bank; shelving; changes in the character of soil; destruction of terrestrial vegetation; the presence of litter and debris; or other appropriate means that consider the characteristics of the surrounding

areas.

"Qualified Professional": Appropriate subject matter expert that is defined by the community.

"Reach": A section of a stream or river along which similar hydrologic conditions exist, such as discharge, depth, area, and slope. It can also be the length of a stream or river (with varying conditions) between major tributaries or two stream gages, or a length of river for which the characteristics are well described by readings at a single stream gage.

"Recreational vehicle": A vehicle which is:

1. Built on a single chassis;
2. 400 square feet or less when measured at the largest horizontal projection;
3. Designed to be self-propelled or permanently towable by a light duty truck; and
4. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

"Riparian": Of, adjacent to, or living on, the bank of a river, lake, pond, or other water body.

"Riparian Buffer Zone (RBZ)": The outer boundary of the riparian buffer zone is measured from the ordinary high-water line of a fresh waterbody (lake; pond; ephemeral, intermittent, or perennial stream) or mean higher-high water line of a marine shoreline or tidally influenced river reach to 170 feet horizontally on each side of the stream or 170 feet inland from the MHHW. The riparian buffer zone includes the area between these outer boundaries on each side of the stream, including the stream channel. Where the RBZ is larger than the special flood hazard area, the no net loss standards shall only apply to the area within the special flood hazard area.

"Riparian Buffer Zone Fringe": The area outside of the RBZ and floodway but still within the SFHA.

"Silviculture": The art and science of controlling the establishment, growth, composition, health, and quality of forests and woodlands.

"Special flood hazard area" See "area of special flood hazard" for this definition.

"Start of construction": Includes substantial improvement and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other

improvement was within 180 days from the date of the permit. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

"Structure": For floodplain management purposes, a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured dwelling.

Substantial damage": Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

"Substantial improvement": Any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the "start of construction" of the improvement. This term includes structures which have incurred "substantial damage," regardless of the actual repair work performed. The term does not, however, include either:

1. Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official, and which are the minimum necessary to assure safe living conditions; or
2. Any alteration of a "historic structure," provided that the alteration will not preclude the structure's continued designation as a "historic structure."

"Undeveloped Space": The volume of flood capacity and fish-accessible/egress-able habitat from the existing ground to the Base Flood Elevation that is undeveloped. Any form of development including, but not limited to, the addition of fill, structures, concrete Model Ordinance Language

National Flood Insurance Program Page 3-9 NFIP-ESA Integration in Oregon
Draft Model Ordinance structures (vaults or tanks), pilings, levees and dikes, or any other development that reduces flood storage volume and fish accessible/egress-able habitat must achieve no net loss.

"Variance": A grant of relief by City of Yachats from the terms of a flood plain management regulation.

"Violation": The failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in this chapter is presumed to be in violation until such time as that documentation is provided. (Add, 05/12/2003; Ord. 233, 2009; Ord. 287, 2009; Ord. 361 § 1, 2019, Ord 378, 2025)

§ 9.54.030. General provisions.

- A. Lands to Which This Chapter Applies. This chapter shall apply to all special flood hazard areas within the jurisdiction of the City of Yachats.
- B. Basis for Establishing the Special Flood Hazard Areas.
- C. The special flood hazard areas identified by the Federal Insurance Administrator in a scientific and engineering report entitled "The Flood Insurance Study (FIS) for "Flood Insurance Study for Lincoln County, Oregon and Incorporated Areas", dated September 28th, 2019, with accompanying Flood Insurance Rate Maps (FIRMs) 41041C0803E, 41041c0811E, and 41041C0815E are hereby adopted by reference and declared to be a part of this chapter. The FIS and FIRM panels are on file at City of Yachats Office, 501 N. Highway 101, Yachats, Oregon.
- D. Coordination with State of Oregon Specialty Codes. Pursuant to the requirement established in ORS 455 that the City of Yachats administers and enforces the State of Oregon Specialty Codes, the City of Yachats does hereby acknowledge that the Oregon Specialty Codes contain certain provisions that apply to the design and construction of buildings and structures located in special flood hazard areas. Therefore, this chapter is intended to be administered and enforced in conjunction with the Oregon Specialty Codes.
- E. Compliance and Penalties for Noncompliance.
 - 1. Compliance. All development within special flood hazard areas is subject to the terms of this chapter and required to comply with its provisions and all other applicable regulations.
 - 2. Penalties for noncompliance. No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this chapter and other applicable

regulations. Violations of the provisions of this chapter by failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with conditions) shall constitute a class A infraction under Yachats Municipal Code Sections 1.12.010 through 1.12.150.

F. Abrogation and Severability.

1. Abrogation. This chapter is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where the ordinance codified in this chapter and another ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.
2. Severability. This chapter and the various parts thereof are hereby declared to be severable. If any section clause, sentence, or phrase of this chapter is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this chapter.

G. Interpretation. In the interpretation and application of this chapter, all provisions shall be:

1. Considered as minimum requirements;
2. Liberally construed in favor of the governing body; and
3. Deemed neither to limit nor repeal any other powers granted under state statutes.

H. Warning and Disclaimer of Liability.

1. Warning. The degree of flood protection required by this chapter is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. This chapter does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages.
2. Disclaimer of Liability. The ordinance codified in this chapter shall not create liability on the part of the City of Yachats, any officer or employee thereof, or the Federal Insurance Administrator for any flood damages that result from reliance on this chapter or any administrative decision lawfully made hereunder.
3. (Add, 05/12/2003; Ord. 233, 2009; Ord. 287, 2009; Ord. 361 § 1, 2019, Ord 378, 2025)

§ 9.54.040. Administration.

- A. Designation of the Floodplain Administrator. The City Manager, or the City Manager's designee, is hereby appointed to administer, implement, and enforce this chapter by granting or denying development permits in accordance with its provisions. The Floodplain Administrator may delegate authority to implement these provisions.
- B. Duties and Responsibilities of the Floodplain Administrator. Duties of the Floodplain Administrator, or their designee, shall include, but not be limited to:
 - 1. Permit review. Review all development permits to:
 - a. Determine that the permit requirements of this chapter have been satisfied.
 - b. Determine that all other required local, State, and Federal permits have been obtained and approved.
 - c. Determine if the proposed development is located in a floodway. If located in the floodway assure that the floodway provisions of this chapter in Section 9.54.050(B)(4) are met; and
 - d. Determine if the proposed development is located in an area where Base Flood Elevation (BFE) data is available either through the Flood Insurance Study (FIS) or from another authoritative source. If BFE data is not available, then ensure compliance with the provisions of Section 9.54.050(A)(7); and
 - e. Provide to Building Officials the Base Flood Elevation (BFE) applicable to any building requiring a development permit.
 - f. Determine if the proposed development qualifies as a substantial improvement as defined in Section 9.54.020.
 - g. Determine if the proposed development activity is a watercourse alteration. If a watercourse alteration is proposed, ensure compliance with the provisions in Section 9.54.050(A)(1).
 - h. Determine if the proposed development activity includes the placement of fill or excavation.
 - i. Determine whether the proposed development activity complies with the no net loss standards in Section 9.54.060.
 - 2. Information to be obtained and maintained. The following information shall be obtained and maintained and shall be made available for public inspection as needed:
 - a. Obtain, record, and maintain the actual elevation (in relation to mean sea level) of the lowest floor (including basements) and all attendant utilities of all new or substantially improved structures where Base Flood Elevation (BFE) data is provided

through the Flood Insurance Study (FIS), Flood Insurance Rate Map (FIRM), or obtained in accordance with Section 9.54.050(A)(7).

- b. Obtain and record the elevation (in relation to mean sea level) of the natural grade of the building site for a structure prior to the start of construction and the placement of any fill and ensure that the requirements of Sections 9.54.050(B)(4), 9.54.050(C)(1)(f), and 9.54.040(B)(1)(b) are adhered to.
- c. Upon placement of the lowest floor of a structure (including basement) but prior to further vertical construction, obtain documentation, prepared and sealed by a professional licensed surveyor or engineer, certifying the elevation (in relation to mean sea level) of the lowest floor (including basement).
- d. Where base flood elevation data are utilized, obtain as-built certification of the elevation (in relation to mean sea level) of the lowest floor (including basement) prepared and sealed by a professional licensed surveyor or engineer, prior to the final inspection.
- e. Maintain all Elevation Certificates (EC) submitted to the City of Yachats.
- f. Obtain, record, and maintain the elevation (in relation to mean sea level) to which the structure and all attendant utilities were floodproofed for all new or substantially improved floodproofed structures where allowed under this chapter and where Base Flood Elevation (BFE) data is provided through the FIS, FIRM, or obtained in accordance with Section 9.54.050(A)(7).
- g. Maintain all floodproofing certificates required under this chapter.
- h. Record and maintain all variance actions, including justification for their issuance;
- i. Obtain and maintain all hydrologic and hydraulic analyses performed as required under Section 9.54.050(B)(4).
- j. Record and maintain all substantial improvement and substantial damage calculations and determinations as required under Section 9.54.040(B)(4).
- k. Documentation of how no net loss standards have been met (see Section 9.54.060)
- l. Maintain for public inspection all records pertaining to the provisions of this chapter.

3. Requirement to notify other entities and submit new technical data.
 - a. Community boundary alterations. The Floodplain Administrator shall notify the Federal Insurance Administrator in writing whenever the boundaries of the community have been modified by annexation or the community has otherwise assumed authority or no longer has authority to adopt and enforce floodplain management regulations for a particular area, to ensure that all Flood Hazard
 - i. Rate Maps (FIRM) accurately represent the community's boundaries. Include within such notification a copy of a map of the community suitable for reproduction, clearly delineating the new corporate limits or new area for which the community has assumed or relinquished floodplain management regulatory authority.
 - b. Watercourse alterations. Notify adjacent communities, the Department of Land Conservation and Development, and other appropriate State and Federal agencies, prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Insurance Administration. This notification shall be provided by the applicant to the Federal Insurance Administration as a Letter of Map Revision (LOMR) along with either:
 - i. A proposed maintenance plan to assure the flood carrying capacity within the altered or relocated portion of the watercourse is maintained.
 - ii. Certification by a registered professional engineer that the project has been designed to retain its flood carrying capacity without periodic maintenance.
 - iii. The applicant shall be required to submit a Conditional Letter of Map Revision (CLOMR) when required under Section 9.54.040(B)(3)(c). Ensure compliance with all applicable requirements in Sections 9.54.040(B)(3)(c) and 9.54.050(A)(1).
 - c. Requirement to submit new technical data. A community's base flood elevations may increase or decrease resulting from physical changes affecting flooding conditions. As soon as practicable, but not later than six months after the date

such information becomes available, a community shall notify the Federal Insurance Administrator of the changes by submitting technical or scientific data in accordance with Section 44 of the Code of Federal Regulations (CFR), Subsection 65.3. The community may require the applicant to submit such data and review fees required for compliance with this section through the applicable FEMA Letter of Map Change (LOMC) process.

- d. The Floodplain Administrator shall require a Conditional Letter of Map Revision (CLOMR) prior to the issuance of a floodplain development permit for:
 - i. Proposed floodway encroachments that increase the base flood elevation; and
 - ii. Proposed development which increases the base flood elevation by more than one foot in areas where FEMA has provided base flood elevations but no floodway.

An applicant shall notify FEMA within six months of project completion when an applicant has obtained a Conditional Letter of Map Revision (CLOMR) from FEMA. This notification to FEMA shall be provided as a Letter of Map Revision (LOMR).

The property owner shall be responsible for preparing all technical data to support the CLMR/LOMR application and paying any processing or application fees associated with the CLMR/LOMR.

The Floodplain Administrator shall be under no obligation to sign the Community Acknowledgement Form which is part of the CLMR/LOMR application, until the applicant demonstrates that the project will or has met the requirements of this code and all applicable State and Federal laws.

- 4. Substantial improvement and substantial damage assessments and determinations. Conduct Substantial Improvement (SI) (as defined in Section 9.54.020) reviews for all structural development proposal applications and maintain a record of SI calculations within permit files in accordance with Section 9.54.040(B)(2). Conduct Substantial Damage (SD) (as defined in Section 9.54.020) assessments of when structures are damaged due to a natural hazard event or other causes. Make SD determinations

whenever structures within the special flood hazard area (as established in Section 9.54.030(B)) are damaged to the extent that the cost of restoring the structure to its before damaged condition would equal or exceed 50% of the market value of the structure before the damage occurred.

D. Establishment of Development Permit.

1. Floodplain development permit required. A development permit shall be obtained before construction, or development begins within any area horizontally within the special flood hazard area established in Section 9.54.030(B). The development permit shall be required for all structures, including manufactured dwellings, and for all other developments, as defined in Section 9.54.020, including fill and other development activities.
2. Application for a development permit may be made on forms furnished by the Floodplain Administrator and may include, but not be limited to, plans in duplicate drawn to scale showing the nature, location, dimensions, and elevations of the area in question; existing or proposed structures, fill, storage of materials, drainage facilities, and the location of the foregoing. Specifically, the following information is required:
 - a. In riverine flood zones, the proposed elevation (in relation to mean sea level), of the lowest floor (including basement) and all attendant utilities of all new and substantially improved structures; in accordance with the requirements of Section 9.54.040(B)(2).
 - b. In coastal flood zones (V zones and coastal A zones), the proposed elevation in relation to mean sea level of the bottom of the lowest structural member of the lowest floor (excluding pilings and columns) of all structures, and whether such structures contain a basement;
 - c. Proposed elevation in relation to mean sea level to which any non-residential structure will be floodproofed.
 - d. Certification by a registered professional engineer or architect licensed in the State of Oregon that the floodproofing methods proposed for any nonresidential structure meet the floodproofing criteria for nonresidential structures in Section 9.54.050(B)(3)(c).
 - e. Description of the extent to which any watercourse will be altered or relocated.
 - f. Base flood elevation data for subdivision proposals or other development when required per Sections 9.54.040(B)(1) and 9.54.050(A)(6).
 - g. Substantial improvement calculation for any improvement, addition, reconstruction, renovation, or rehabilitation of an existing structure.

- h. The amount and location of any fill or excavation activities proposed.
- E. Variance Procedure. The issuance of a variance is for floodplain management purposes only. Flood insurance premium rates are determined by Federal statute according to actuarial risk and will not be modified by the granting of a variance.

1. Conditions for variances.

- a. Generally, variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, in conformance with the provisions of Section 9.54.040(D)(1)(c) and (e), and Section 9.54.040(D)(2). As the lot size increases beyond one-half acre, the technical justification required for issuing a variance increases.
- b. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
- c. Variances shall not be issued within any floodway if any increase in flood levels during the base flood discharge would result.
- d. Variances shall only be issued upon:
 - i. A showing of good and sufficient cause;
 - ii. A determination that failure to grant the variance would result in exceptional hardship to the applicant;
 - iii. A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing laws or ordinances.
- e. Variances may be issued by a community for new construction and substantial improvements and other development necessary for the conduct of a functionally dependent use provided that the criteria of Section 9.54.040.(D)(1)(b) through (d) are met, and the structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.
- f. Variances shall not be issued unless it is demonstrated that the development will not result in net loss of the following proxies for the

three floodplain functions in the SFHA: undeveloped space; pervious surface; or trees 6 inches dbh or greater (see Section-9.54.060 and associated options in Table 1).

2. Variance notification. Any applicant to whom a variance is granted shall be given written notice that the issuance of a variance to construct a structure below the base flood elevation will result in increased premium rates for flood insurance and that such construction below the base flood elevation increases risks to life and property. Such notification and a record of all variance actions, including justification for their issuance shall be maintained in accordance with Section 9.54.040(B)(2).

(Add, 05/12/2003; Ord. 233, 2009; Ord. 287, 2009; Ord. 361 § 1, 2019, Ord 378, 2025)

§ 9.54.050. Provisions for flood hazard reduction.

- A. General Standards. In all special flood hazard areas, the no net loss standards (see Section 9.54.060) and the following standards shall be adhered to:

1. Alteration of watercourses. Require that the flood carrying capacity within the altered or relocated portion of said watercourse is maintained. Require that maintenance is provided within the altered or relocated portion of said watercourse to ensure that the flood carrying capacity is not diminished. Require compliance with Sections 9.54.040(B)(3)(b) and 9.54.040(B)(3)(c).

2. Anchoring.

- a. All new construction and substantial improvements shall be anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.
- b. All manufactured dwellings shall be anchored per Section 9.54.050(B)(3)(d).

3. Construction materials and methods.

- a. All new construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage.
- b. All new construction and substantial improvements shall be constructed using methods and practices that minimize flood damage.

4. Utilities and equipment.

- a. Water supply, sanitary sewer, and on-site waste disposal systems.
 - i. All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system.
 - ii. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharge from the systems into flood waters.
 - iii. On-Site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding consistent with the Oregon Department of Environmental Quality.
- b. Electrical, mechanical, plumbing, and other equipment. Electrical, heating, ventilating, air conditioning, plumbing, duct systems, and other equipment and service facilities shall be elevated at or above the base flood level or shall be designed and installed to prevent water from entering or accumulating within the components and to resist hydrostatic and hydrodynamic loads and stresses, including the effects of buoyancy, during conditions of flooding. In addition, electrical, heating, ventilating, air-conditioning, plumbing, duct systems, and other equipment and service facilities shall:
 - i. If replaced as part of a substantial improvement shall meet all the requirements of this section.
 - ii. Not be mounted on or penetrate through breakaway walls.

5. Tanks.

- a. Underground tanks shall be anchored to prevent flotation, collapse and lateral movement under conditions of the base flood.
- b. Above-ground tanks shall be installed at or above the base flood level or shall be anchored to prevent flotation, collapse, and lateral movement under conditions of the base flood.
- c. In coastal flood zones (V Zones or coastal A Zones) when elevated on platforms, the platforms shall be cantilevered from or knee braced to the building or shall be supported on foundations that conform to the requirements of the State of Oregon Specialty Code.

6. Subdivision proposals and other proposed developments.

- a. All new subdivision proposals and other proposed new developments (including proposals for manufactured home parks and subdivisions) greater than 50 lots or five acres, whichever is the lesser, shall include within such proposals, base flood elevation data.
- b. All new subdivision proposals and other proposed new developments (including proposals for manufactured home parks and subdivisions) shall:
 - i. Be consistent with the need to minimize flood damage.
 - ii. Have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize or eliminate flood damage.
 - iii. Have adequate drainage provided to reduce exposure to flood hazards.
 - iv. Comply with no net loss standards in section 9.54.060.

7. Use of other base flood data. When base flood elevation data has not been provided in accordance with Section 9.54.030(B) the local floodplain administrator shall obtain, review, and reasonably utilize any base flood elevation data available from a Federal, State, or other source, in order to administer Section 9.54.050. All new subdivision proposals and other proposed new developments (including proposals for manufactured dwelling parks and subdivisions) must meet the requirements of Section 9.54.050(A)(6).

Base flood elevations shall be determined for development proposals that are five acres or more in size or are 50 lots or more, whichever is lesser in any A zone that does not have an established base flood elevation. Where elevation data is not available either through the flood insurance study or from another authoritative source listed above, applications for building permits shall be reviewed to assure that proposed construction will be reasonably safe from flooding. Development proposal located within a riverine unnumbered A zone shall be reasonable safe from flooding. Structures shall be elevated at a minimum of two feet above the highest adjacent grade. Failure to elevate at least two feet above grade in these zones may result in higher insurance rates.

8. Structures located in multiple or partial flood zones.

- a. When a structure is located in multiple flood zones on the community's Flood Insurance Rate Maps (FIRM) the provisions for the

more restrictive flood zone shall apply.

- b. When a structure is partially located in a special flood hazard area, the entire structure shall meet the requirements for new construction and substantial improvements.

9. Critical facilities. Construction of new critical facilities shall be, to the extent possible, located outside the limits of the special flood hazard area. Construction of new critical facilities shall be permissible within the SFHA only if no feasible alternative site is available. Critical facilities constructed within the SFHA shall have the lowest floor elevated three feet above the Base Flood Elevation (BFE) or to the height of the 500-year flood, whichever is higher. Access to and from the critical facility shall also be protected to the height utilized above. Floodproofing and sealing measures must be taken to ensure that toxic substances will not be displaced by or released into floodwaters.

B. Specific standards for riverine (including all non-coastal) flood zones. These specific standards shall apply to all new construction and substantial improvements in addition to the general standards contained in Section 9.54.050(A) of this chapter.

1. Flood openings. All new construction and substantial improvements with fully enclosed areas below the lowest floor (excluding basements) are subject to the following requirements. Enclosed areas below the base flood elevation, including crawl spaces shall:

- a. Be designed to automatically equalize hydrostatic flood forces on walls by allowing for the entry and exist of floodwaters;

- b. Be used solely for parking, storage, or building access;

- c. Be certified by a registered professional engineer or architect or meet or exceed all of the following minimum criteria:

- i. A minimum of two openings,

- ii. The total net area of non-engineered openings shall be not less than one square inch for each square foot of enclosed area, where the enclosed area is measured on the exterior of the enclosure walls.

- iii. The bottom of all openings shall be no higher than one foot above grade.

- iv. Openings may be equipped with screens, louvers, valves, or

other coverings or devices provided that they shall allow the automatic flow of floodwater into and out of the enclosed areas and shall be accounted for in the determination of the net open area.

v. All additional higher standards for flood openings in the State of Oregon Residential Specialty Codes Section R322.2.2 shall be complied with when applicable.

2. Garages.

a. Attached garages may be constructed with the garage floor slab below the Base Flood Elevation (BFE) in riverine flood zones, if the following requirements are met:

i. If located within a floodway the proposed garage must comply with the requirements of Section 9.54.050(B)(4).

ii. The floors are at or above grade on not less than one side;

iii. The garage is used solely for parking, building access, and/or storage;

iv. The garage is constructed with flood openings in compliance with Section 9.54.050(B)(1) to equalize hydrostatic flood forces on exterior walls by allowing for the automatic entry and exit of floodwater.

v. The portions of the garage constructed below the BFE are constructed with materials resistant to flood damage;

vi. The garage is constructed in compliance with the standards in Section 9.54.050(A); and

vii. The garage is constructed with electrical, and other service facilities located and installed so as to prevent water from entering or accumulating within the components during conditions of the base flood.

b. Detached garages must be constructed in compliance with the standards for appurtenant structures in Section 9.54.050(B)(3)(f) or nonresidential structures in Section 9.54.050(B)(3)(c) depending on the square footage of the garage.

3. For riverine(non-coastal) special flood hazard areas with base flood elevations. In addition to the general standards listed in Section 9.54.050(A) the following specific standards shall apply in riverine (non-

coastal) special flood hazard areas with Base Flood Elevations (BFE):
Zones A1-A30, AH, and AE.

a. Before regulatory floodway. In areas where a regulatory floodway has not been designated, no new construction, substantial improvement, or other development (including fill) shall be permitted within Zones A1-30 and AE on the community's Flood Insurance Rate Map (FIRM), unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community. When determined that structural elevation is not possible and where the placement of fill cannot meet the above standard, impacts to undeveloped space must adhere to the no net loss standards in Section 9.54.060(1)(C).

b. Residential construction.

- i. New construction and substantial improvement of any residential structure shall have the lowest floor, including basement, elevated a minimum of two feet above the Base Flood Elevation (BFE).
- ii. Enclosed areas below the lowest floor shall comply with the flood opening requirements in Section 9.54.050(B)(1).

c. Nonresidential construction.

- i. New construction and substantial improvement of any commercial, industrial, or other non-residential structure shall:
 - (1) Have the lowest floor, including basement elevated at a minimum of two feet above the Base Flood Elevation (BFE) or, together with attendant utility and sanitary facilities;
 - (2) Be floodproofed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water;
 - (3) Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy;
 - (4) Be certified by a registered professional engineer or

architect that the design and methods of construction are in accordance with accepted standards of practice for meeting provisions of this section based on their development and/or review of the structural design, specifications and plans. Such certifications shall be provided to the Floodplain Administrator as set forth Section 9.54.040(B)(2).

- ii. Nonresidential structures that are elevated, not floodproofed, shall comply with the standards for enclosed areas below the lowest floor in Section 9.54.050(B)(1).
- iii. Applicants floodproofing nonresidential buildings shall be notified that flood insurance premiums will be based on rates that are one foot below the floodproofed level (e.g. a building floodproofed to the base flood level will be rated as one foot below).
- iv. Applicants shall supply a maintenance plan for the entire structure to include, but not limited to: exterior envelop of structure; all penetrations to the exterior of the structure; all shields, gates, barriers, or components designed to provide floodproofing protection to the structure; all seals or gaskets for shields, gates, barriers, or components; and, the location of all shields, gates, barriers, and components, as well as all associated hardware, and any materials or specialized tools necessary to seal the structure.
- v. Applicants shall supply an Emergency Action Plan (EAP) for the installation and sealing of the structure prior to a flooding event that clearly identifies what triggers the EAP and who is responsible for enacting the EAP.

d. Manufactured dwellings.

- i. New or substantially improved manufactured dwellings supported on solid foundation walls shall be constructed with flood openings that comply with Section 9.54.050(B)(1);
- ii. The bottom of the longitudinal chassis frame beam shall be at or above base flood elevation;

- iii. New or substantially improved manufactured dwellings shall be anchored to prevent flotation, collapse, and lateral movement during the base flood. Anchoring methods may include, but are not limited to, use of over-the-top or frame ties to ground anchors (Reference FEMA's "Manufactured Home Installation in Flood Hazard Areas" guidebook for additional techniques), and;
 - iv. Electrical crossover connections shall be a minimum of 12 inches above Base Flood Elevation (BFE).
- e. Recreational vehicles. Recreational vehicles placed on sites are required to:
 - i. Be on the site for fewer than 180 consecutive days,
 - ii. Be fully licensed and ready for highway use, on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions; or
 - iii. Meet the requirements of Section 9.54.050(B)(3)(d), including the anchoring and elevation requirements for manufactured dwellings.
- f. Appurtenant (accessory) structures. Relief from elevation or floodproofing requirements for residential and nonresidential structures in riverine (non-coastal) flood zones may be granted for appurtenant structures that meet the following requirements:
 - i. Appurtenant structures located partially or entirely within the floodway must comply with requirements for development within a floodway found in Section 9.54.050(B)(4).
 - ii. Appurtenant structures must only be used for parking, access, and/or storage and shall not be used for human habitation;
 - iii. In compliance with State of Oregon Specialty Codes, appurtenant structures on properties that are zoned residential are limited to one-story structures less than 200 square feet, or 400 square feet if the property is greater than two acres in area and the proposed

appurtenant structure will be located a minimum of 20 feet from all property lines. Appurtenant structures on properties that are zoned as non-residential are limited in size to 120 square feet;

- iv. The portions of the appurtenant structure located below the base flood elevation must be built using flood resistant materials;
- v. The appurtenant structure must be adequately anchored to prevent flotation, collapse, and lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the base flood;
- vi. The appurtenant structure must be designed and constructed to equalize hydrostatic flood forces on exterior walls and comply with the requirements for flood openings in Section 9.54.050(B)(1);
- vii. Appurtenant structures shall be located and constructed to have low damage potential;
- viii. Appurtenant structures shall not be used to store toxic material, oil, or gasoline, or any priority persistent pollutant identified by the Oregon Department of Environmental Quality unless confined in a tank installed in compliance with Section 9.54.050(A)(5).
- ix. Appurtenant structures shall be constructed with electrical, mechanical, and other service facilities located and installed so as to prevent water from entering or accumulating within the components during conditions of the base flood.

4. Floodways. Located within the special flood hazard areas established in Section 9.54.030(B) are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of the floodwaters which carry debris, potential projectiles, and erosion potential, the following provisions apply:

- a. Encroachments, including fill, new construction, substantial improvements, and other development within the adopted regulatory floodway, are prohibited unless:

- i. Certification by a registered professional civil engineer is provided demonstrating through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment shall not result in any increase in flood levels within the community during the occurrence of the base flood discharge; or
 - ii. A Conditional Letter of Map Revision (CLOMR) that indicates a community may permit encroachments within the adopted regulatory floodway that would result in an increase in base flood elevations and that is applied for and approved by the Federal Insurance Administrator provided that the requirements for such revision as established under Volume 44 of the Code of Federal Regulations, Section 65.12 are fulfilled, and the encroachment(s) comply with the no net loss standards in section.
 - b. If the requirements of Section 9.54.050(B)(4)(a) are satisfied, all new construction, substantial improvements, and other development shall comply with all other applicable flood hazard reduction provisions of Section 9.54.050.
5. Standards for shallow flooding areas. Shallow flooding areas appear on FIRMs as AO zones with depth designations or as AH zones with base flood elevations. For AO zones the base flood depths range from one to three feet above ground where a clearly defined channel does not exist, or where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is usually characterized as sheet flow.
- For both AO and AH zones, adequate drainage paths are required around structures on slopes to guide floodwaters around and away from proposed structures.
- a. Standards for AH Zones. Development within AH Zones must comply with the standards in Sections 9.54.050(A), 9.54.050(B) and 9.54.050(B)(5)(a).
 - b. Standards for AO Zones. In AO zones, the following provisions apply in addition to the requirement in Section 9.54.050(B)(5)(a):
 - i. New construction and substantial improvement of residential structures and manufactured dwellings within AO zones shall

have the lowest floor, including the basement, elevated above the highest grade adjacent to the building, at minimum or above the depth number specified on the Flood Insurance Rate Maps (FIRM) (at least two feet if no depth number is specified). For manufactured dwellings the lowest floor is considered to be the bottom of the longitudinal chassis frame beam.

ii. New construction and substantial improvements of nonresidential structures within AO zones shall either:

- (1) Have the lowest floor (including basement) elevated above the highest adjacent grade of the building site, at minimum or above the depth number specified on the Flood Insurance Rate Maps (FIRMS) (at least two feet if no depth number is specified); or
- (2) Together with attendant utility and sanitary facilities, be completely floodproofed to or above the depth number specified on the FIRM or a minimum of two feet above the highest adjacent grade if no depth number is specified, so that any space below that level is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. If this method is used, compliance shall be certified by a registered professional engineer or architect as stated in Section 9.54.050(B)(3)(a)(4).

iii. Recreational vehicles placed on sites within AO Zones on the community's Flood Insurance Rate Maps (FIRM) shall either:

- (1) Be on the site for fewer than 180 consecutive days, and
- (2) Be fully licensed and ready for highway use, on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions; or
- (3) Meet the requirements of Sections 9.54.050(A) and 9.54.050(B) above, including the elevation and anchoring requirements for manufactured dwellings.

iv. In AO zones, new and substantially improved appurtenant structures must comply with the standards in Section 9.54.050(B)(3)(f).

v. In AO zones, enclosed areas beneath elevated structures shall comply with the requirements in Section 9.54.050(B)(1).

C. Specific standards for coastal high hazard flood zones. Located within special flood hazard areas established in Section 9.54.030(B) are coastal high hazard areas, designated as Zones V1-V30, VE, V, or coastal A zones as identified on the FIRMs as the area between the Limit of Moderate Wave Action (LiMWA) and the Zone V boundary. These areas have special flood hazards associated with high velocity waters from surges and, therefore, in addition to meeting all provisions of this chapter and the State of Oregon Specialty Codes, the following provisions shall apply in addition to the general standards provisions in Section 9.54.050(A).

1. Development standards.

a. All new construction and substantial improvements in Zones V1-V30 and VE, V, and coastal A zones (where base flood elevation data is available) shall be elevated on pilings and columns such that:

i. The bottom of the lowest horizontal structural member of the lowest floor (excluding the pilings or columns) is elevated a minimum of one foot above the base flood level; and

ii. The pile or column foundation and structure attached thereto is anchored to resist flotation, collapse and lateral movement due to the effects of wind and water loads acting simultaneously on all building components. Water loading values used shall be those associated with the base flood. Wind loading values used shall be those specified by the State of Oregon Specialty Codes;

b. A registered professional engineer or architect shall develop or review the structural design, specifications and plans for the construction, and shall certify that the design and methods of construction to be used are in accordance with accepted standards of practice for meeting the provisions of this section.

c. Obtain the elevation (in relation to mean sea level) of the bottom of the lowest structural member of the lowest floor (excluding pilings and columns) of all new and substantially improved structures and whether or not such structures contain a basement. The local

floodplain administrator shall maintain a record of all such information in accordance with Section 9.54.040(B)(2).

- d. Provide that all new construction and substantial improvements have the space below the lowest floor either free of obstruction or constructed with non-supporting breakaway walls, open wood lattice-work, or insect screening intended to collapse under wind and water loads without causing collapse, displacement, or other structural damage to the elevated portion of the building or supporting foundation system.

For the purpose of this section, a breakaway wall shall have a design safe loading resistance of not less than 10 and no more than 20 pounds per square foot. Use of breakaway walls which exceed a design safe loading resistance of 20 pounds per square foot (either by design or when so required by local or State codes) may be permitted only if a registered professional engineer or architect certifies that the designs proposed meet the following conditions:

- i. Breakaway wall collapse shall result from water load less than that which would occur during the base flood; and
 - ii. If breakaway walls are utilized, such enclosed space shall be useable solely for parking of vehicles, building access, or storage. Such space shall not be used for human habitation.
 - iii. Walls intended to break away under flood loads shall have flood openings that meet or exceed the criteria for flood openings in Section 9.54.050(B)(1).
- e. The elevated portion of the building and supporting foundation system shall not be subject to collapse, displacement, or other structural damage due to the effects of wind and water loads acting simultaneously on all building components (structural and nonstructural). Maximum water loading values to be used in this determination shall be those associated with the base flood. Maximum wind loading values used shall be those specified by the State of Oregon Specialty Codes.
- f. Prohibit the use of fill for structural support of buildings.
- g. All new construction shall be located landward of the reach of mean high tide.

- h. Prohibit man-made alteration of sand dunes which would increase potential flood damage.
 - i. All structures, including, but not limited to, residential structures, nonresidential structures, appurtenant structures, and attached garages shall comply with all the requirements of Section 9.54.050(C)(1). Floodproofing of non-residential structures is prohibited.
 - 2. Manufactured dwelling standards for coastal high hazard zones. All manufactured dwellings to be placed or substantially improved within coastal high hazard areas (Zones V, VI-30, VE, or Coastal A) shall meet the following requirements:
 - a. Comply with all of the standards within Section 9.54.050(C);
 - b. The bottom of the longitudinal chassis frame beam shall be elevated to a minimum of one foot above the Base Flood Elevation (BFE); and
 - c. Electrical crossover connections shall be a minimum of 12 inches above the BFE.
 - 3. Recreational vehicle standards for coastal high hazard zones. Recreational vehicles within coastal high hazard areas (Zones V, VI-30, VE, or Coastal A) shall either:
 - a. Be on the site for fewer than 180 consecutive days, and
 - b. Be fully licensed and ready for highway use, on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions; or
 - c. Meet the permit requirements of Section 9.54.040 and the requirements for manufactured homes in Section 9.54.050(C)(1)(a).
 - 4. Tank standards for coastal high hazard zones. Tanks shall meet the requirements of Section 9.54.050(A)(5).
- (Add, 05/12/2003; Ord. 233, 2009; Ord. 287, 2009; Ord. 361 § 1, 2019, Ord 378, 2025)

§ 9.54.060. Standards for Protection of SFHA Floodplain Functions.

The standards described below apply to all special flood hazard areas as defined in

Section 9.54.020.

1. NO NET LOSS STANDARDS

A. No net loss of the three proxies for the floodplain functions mentioned in Section 9.54.010 is required for development in the special flood hazard area that would reduce undeveloped space, increase impervious surface, or result in a loss of trees that are 6-inches dbh or greater. No net loss can be achieved by first avoiding negative effects to floodplain functions to the degree possible, then minimizing remaining effects, then replacing and/or otherwise compensating for, offsetting, or rectifying the residual adverse effects to the three floodplain functions. Prior to the issuance of any development authorization, the applicant shall:

- i. Demonstrate a legal right by the project proponent to implement the proposed activities to achieve no net loss (e.g., property owner agreement);
- ii. Demonstrate that financial assurances are in place for the long-term maintenance and monitoring of all projects to achieve no net loss;
- iii. Include a management plan that identifies the responsible site manager, stipulates what activities are allowed on site, and requires the posting of signage identifying the site as a mitigation area.

B. Compliance with no net loss for undeveloped space or impervious surface is preferred to occur prior to the loss of habitat function but, at a minimum, shall occur concurrent with the loss. To offset the impacts of delay in implementing no net loss, a 25 percent increase in the required minimum area is added for each year no net loss implementation is delayed.

C. No net loss must be provided within, in order of preference: 1) the lot or parcel that floodplain functions were removed from, 2) the same reach of the waterbody where the development is proposed, or 3) the special flood hazard area within the same hydrologically connected area as the proposed development. Table 1 presents the no net loss ratios, which increase based on the preferences listed above.

1.1 UNDEVELOPED SPACE

A. Development proposals shall not reduce the fish-accessible and egress-able

undeveloped space within the special flood hazard area.

- B. A development proposal with an activity that would impact undeveloped space shall achieve no net loss of fish-accessible and egress-able space.
- C. Lost undeveloped space must be replaced with fish-accessible and egress-able compensatory volume based on the ratio in Table 1 and at the same flood level at which the development causes an impact (i.e., plus or minus 1 foot of the hydraulically equivalent elevation).
 - i. Hydraulically equivalent sites must be found within either the equivalent 1-foot elevations or the same flood elevation bands of the development proposal. The flood elevation bands are identified as follows:
 - (1) Ordinary High Water Mark to 10-year,
 - (2) 10-year to 25-year,
 - (3) 25-year to 50-year,
 - (4) And 50-year to 100-year
 - ii. Hydrologically connected to the waterbody that is the flooding source;
 - iii. Designed so that there is no increase in velocity; and
 - iv. Designed to fill and drain in a manner that minimizes anadromous fish stranding to the greatest extent possible.

1.2 IMPERVIOUS SURFACES

Impervious surface mitigation shall be mitigated through any of the following options:

- A. Development proposals shall not result in a net increase in impervious surface area within the SFHA, or
- B. Use low impact development or green infrastructure to infiltrate and treat stormwater produced by the new impervious surface, as documented by a qualified professional, or
- C. If prior methods are not feasible and documented by a qualified professional stormwater retention is required to ensure no increase in peak volume or flow and to maximize infiltration, and treatment is required to minimize pollutant loading. See Section 954.060(2)(C) for stormwater retention specifications.

1.3 TREES

A. Development proposals shall result in no net loss of trees 6-inches dbh or greater within the special flood hazard area. This requirement does not apply to silviculture where there is no development.

- i. Trees of or exceeding 6-inches dbh that are removed from the RBZ, Floodway, or RBZ fringe must be replaced at the ratios in Table 1.
- ii. Replacement trees must be native species that would occur naturally in the Level III ecoregion of the impact area.

2. STORMWATER MANAGEMENT

Any development proposal that cannot mitigate as specified in 9.54.060 1.2(A)-(B) must include the following:

- A. Water quality (pollution reduction) treatment for post-construction stormwater runoff from any net increase in impervious area; and
- B. Water quantity treatment (retention facilities) unless the outfall discharges into the ocean. C. Retention facilities must:
 - i. Limit discharge to match the pre-development peak discharge rate (i.e., the discharge rate of the site based on its natural groundcover and grade before any development occurred) for the 10-year peak flow using a continuous simulation for flows between 50 percent of the 2- year event and the 10-year flow event (annual series).
 - ii. Treat stormwater to remove sediment and pollutants from impervious surfaces such that at least 80 percent of the suspended solids are removed from the stormwater prior to discharging to the receiving water body.
 - iii. Be designed to not entrap fish and drain to the source of flooding.
 - iv. Be certified by a qualified professional.
- C. Intentionally omitted
- D. Stormwater treatment practices for multi-parcel facilities, including subdivisions, shall have an enforceable operation and maintenance agreement to ensure the system functions as designed. This agreement will include:
 - i. Access to stormwater treatment facilities at the site by the City for the purpose of inspection and repair.

- ii. A legally binding document specifying the parties responsible for the proper maintenance of the stormwater treatment facilities. The agreement will be recorded and bind subsequent purchasers and sellers even if they were not party to the original agreement.
- iii. For stormwater controls that include vegetation and/or soil permeability, the operation and maintenance manual must include maintenance of these elements to maintain the functionality of the feature.
- iv. The responsible party for the operation and maintenance of the stormwater facility shall have the operation and maintenance manual on site and available at all times. Records of the maintenance and repairs shall be retained and made available for inspection by the City for five years.

3. ACTIVITIES EXEMPT FROM NO NET LOSS STANDARDS

The following activities are not subject to the no net loss standards in Section 9.54.060(1); however, they may not be exempt from floodplain development permit requirements.

- A. Normal maintenance of structures, such as re-roofing and replacing siding, provided there is no change in the footprint or expansion of the roof of the structure;
- B. Normal Street, sidewalk, and road maintenance, including filling potholes, repaving, and installing signs and traffic signals, that does not alter contours, use, or alter culverts. Activities exempt do not include expansion of paved areas;
- C. Routine maintenance of landscaping that does not involve grading, excavation, or filling;
- D. Routine agricultural practices such as tilling, plowing, harvesting, soil amendments, and ditch cleaning that does not alter the ditch configuration provided the spoils are removed from special flood hazard area or tilled into fields as a soil amendment;
- E. Routine silviculture practices that do not meet the definition of development, including harvesting of trees as long as root balls are left in place and forest road construction or maintenance that does not alter contours, use, or alter culverts;
- F. Removal of noxious weeds and hazard trees, and replacement of non-native vegetation with native vegetation;
- G. Normal maintenance of above ground utilities and facilities, such as replacing downed power lines and utility poles provided there is no net change in footprint;

H. Normal maintenance of a levee or other flood control facility prescribed in the operations and maintenance plan for the levee or flood control facility. Normal maintenance does not include repair from flood damage, expansion of the prism, expansion of the face or toe or addition of protection on the face or toe with rock armor.

I. Habitat restoration activities.

4. RIPARIAN BUFFER ZONE (RBZ)

A. The Riparian Buffer Zone is measured from the ordinary high-water line of a fresh waterbody (lake; pond; ephemeral, intermittent, or perennial stream) or mean higher-high water of a marine shoreline or tidally influenced river reach to 170 feet horizontally on each side of the stream or inland of the MHHW. The riparian buffer zone includes the area between these outer boundaries on each side of the stream, including the stream channel.

B. Habitat restoration activities in the RBZ are considered self-mitigating and are not subject to the no net loss standards described above.

C. Functionally dependent uses are only subject to the no net loss standards for development in the RBZ. Ancillary features that are associated with but do not directly impact the functionally dependent use in the RBZ (including manufacturing support facilities and restrooms) are subject to the beneficial gain standard in addition to no net loss standards.

D. Any other use of the RBZ requires a greater offset to achieve no net loss of floodplain functions, on top of the no net loss standards described above, through the beneficial gain standard.

E. Under FEMA's beneficial gain standard, an area within the same reach of the project and equivalent to 5% of the total project area within the RBZ shall be planted with native herbaceous and shrub vegetation and designated as open space.

Table 1 No Net Loss Standards

Basic Mitigation Ratios	Undeveloped Space (ft ³)	Impervious Surface (ft ²)	Trees (6"<dbh≤20")	Trees (20"<dbh≤39")	Trees (39"<dbh)
RBZ and Floodway	2:1*	1:1	3:1*	5:1	6:1

RBZ – Fringe	1.5:1*	1:1	2:1*	4:1	5:1
Mitigation multipliers					
Onsite to offsite, same reach	100%	100%	100%	100%	100%
Onsite to offsite, different reach, same watershed (5 th field)	200%*	200%*	200%*	200%	200%

Notes:

1. Ratios with asterisks are indicated in the BiOp
2. Mitigation multipliers of 100% result in the required mitigation occurring at the same value described by the ratios above, while multipliers of 200% result in the required mitigation being doubled.
 - a. For example, if only 500 ft² of the total 1000 ft² of required pervious surface mitigation can be conducted onsite and in the same reach, the remaining 500 ft² of required pervious surface mitigation occurring offsite at a different reach would double because of the 200% multiplier.
3. RBZ impacts must be offset in the RBZ, on-site or off-site.
4. Additional standards may apply in the RBZ (See 6.4 Riparian Buffer Zone)

SEVERABILITY. Any provision of this Ordinance which proves to be invalid, void, or illegal shall in no way affect, impair or invalidate any other provision of this Ordinance, and the remaining provisions of this Ordinance shall remain in full force and effect.

EFFECTIVE DATE. This ordinance shall take effect on the 30th day after its adoption.

Passed and approved by the Yachats City Council on this 18th day of June, 2025.

ADOPTED on June 18, 2025

-	YES	NO	NOT PRESENT
Craig Berdie, Mayor			
Mary Ellen O’Shaughnessey			
Catherine Whitten-Carey			
Barry Collins			
Nicole Hedlund			

Craig Berdie, Mayor

Attest by:

Bobbi Price, City Manager



City of Yachats City Staff Report | September 2025
501 Hwy 101 N, Yachats, OR 97498 | www.yachatsoregon.org

CITY MANAGER (Bobbi Price)

ADA Restroom Workgroup

The architect's drawings are finished, and we've solicited three bids for the work. We're waiting for the bid responses to complete the permits for construction to begin.

Travel Oregon Board of Commissioners Meeting

The City of Yachats will participate in the Local Welcome, featuring the new tourism video created for Visit Yachats as part of our updated tourism promotion strategic marketing plan and the Yachats Area Chamber. We will also highlight the Trolley progress, the Estuary Walkway project, the Little Log Church Museum rehabilitation project, and the Indigenous History exhibit that will be showcased there, along with the work being done under the supervision of local authorities tribes.

LLCM Logo & Website

The City is developing a logo and website for the Little Log Church Museum as it prepares for the reopening, since having marketing materials and a website for the attraction is essential.

Community Development Grants

The City has posted information on its website about the Community Development Grant. Applications open on September 20th and are due by October 20th. This program provides operational and project funding to non-profit organizations. The grants aim to support impactful projects that contribute to local community development within Yachats. Special consideration will be given to projects demonstrating measurable economic development outcomes.

Tree holes on 101

The Public Works department is evaluating trees from the ODOT-provided list. As soon as a selection is made, the trees will be ordered and planted.

Library & Little Log Church Museum

Updates on these projects are in the CIP Coordinators' report.

Finance Committee

The Finance Committee is researching a new Urban Renewal District that will replace the current one, which is set to be completed in 2029. They are also exploring a Local Improvement District for streets and stormwater drains in the most concerning areas. This would be used instead of implementing a fee on each utility bill, which was the first suggestion for funding streets and storm drains.

Water Levels

We continue to monitor water levels closely. There is an updated gallons per minute report in the Public Works report. The water levels have risen over the past two weeks.

October 9th Emergency Simulation

The City of Yachats and the American Red Cross will coordinate an emergency simulation in which we will need to declare an emergency and operate the Commons as an emergency shelter. The City needs to identify six volunteers to serve in lead roles in this. The Red Cross is looking to Yachats as a leader in emergency preparedness on the Oregon Coast and will offer community collaboration opportunities.

Fireworks Workgroups

The fireworks workgroup distributed a survey via the City of Yachats and Chamber of Commerce e-newsletters. On the day after it was sent, they received over 200 responses.

ODOT Speed Study Appeal

The City of Yachats is pleased with the ODOT suggestion to extend the 45 mph zone 500 feet beyond the Fire Station. The city plans to appeal the speed zone study for the remaining section, hoping to reduce the 45 mph zone to 25 mph. This appeal will take place on September 23rd.

Sound Light Logistics

The sound and lighting work continues, with sound testing scheduled for September 9th and equipment arriving on September 20th. All installations are planned for mid-October. During this period, the old oil heater will also be removed. The mounted TV and box in the MP room will also be relocated to Room 3 during this upgrade to the acoustic treatment.

Cascadia Partners- Community Event

On September 30th, Cascadia Partners will hold its first Community Input Session at 5:30 pm at the Yachats Commons on their Code Concepts.

Trolley-

The City is working out the details with First Student to contract all the driving, mechanical, fueling, and storage needs.

CITY DEPUTY RECORDER (Kimmie Jackson)

This reporting period included the continuation of routine Recorder duties, progress on ongoing projects, and implementation of new CivicPlus modules to enhance operational efficiency. I was out for the last week of the month; assisted with Utility Billing and deposits during Becca's vacation, prepared for the Volunteer/Staff BBQ, and supported Public Works with city-identified safety wear needs.

Regular responsibilities included preparing and filing resolutions and proclamations, processing public records requests, and providing support for Commission and Committee meetings through agendas, recordings, and minutes. Work on the Fees List Project is ongoing.

The CivicPlus AMM Module implementation is progressing, with three additional Zoom meetings held to review and revise templates; processed and completed lien requests and lien releases; and prepared for two public hearings for the planning department.

Ongoing projects include reviewing and updating Policy Manuals as time permits.

PUBLIC WORKS (Rick McClung and Dave Buckwald)

Rainfall at Yachats Public Works:

Inches

	2025	2024	2023	2022
August	1.19	0.60	0.39	0.09
Rain year to date:	28.93	47.48	34.22	35.79
Total water produced:	5,205,500 gallons			
Total water accounted for:	4,829,164 gallons		Water loss efficiency: 92%	
Total wastewater treated:	4,826,000 gallons			

The following is a list of what was done by Public Works staff in August 2025.

Streets:

- Multiple potholes filled.
- Side arm mowing.
- Street painting.
- Brush cut right-of-way at 503 W. 7th St.
- Ocean View Drive delineator replacement.
- Sign replacement at the intersection of Marine and Oceanview Drive.

Storm Drainage:

- Storm drain clearing.

Water Treatment Plant:

- Water systems operations.
- Water plant maintc.

Distribution Sys:

- Meter reading and rereads.
- Meter maintc.
- Meter test.
- Leak inspections.
- Leak repairs.
- Site prep for new fire hydrant install on Driftwood Lane.
- Fire hydrant painting.
- Finished leak repair sites.
- Located end of waterline on East side of Hwy 101 N.

- Installed new water services.
- Intertie connection training.

Wastewater Treatment Plant:

- Wastewater systems operations.
- Plant maintc. & clean-up.
- Biosolids operations.
- Replaced second SBR basin #1 decant motor.
- SBR #1 basin take down.

Collection Sys:

- Lift station inspections.
- Degreased lift stations.
- Float cleaning.
- Pulled pump #1 from Pontiac lift station. Sent to Albany for repair.
- Main lift station pump #1 reinstalled. (old pumps).
- Jetted and CCTV'd 694 feet of sewer main on 4th St. again.

Public Works:

- Shop maintc. and clean up.
- Customer complaints.
- Fleet maintc. & repair.
- Equipment maintc. & repair and fueling.
- Multiple locates.
- Brush box handling.
- PW administration.
- Piles picked up for Trails crew.
- Garbage removal at the Commons.
- Samples to Newport.
- City Hall and Commons work orders.
- PW yard organizing.
- Safety meeting.
- Brush cutting.
- 949 Yachats River Rd. brush cut.
- Skate Park fence repair and painted.
- Rented fence returned to Junction City.

Traffic Camera Work Group

workgroup: Jim Welch, Julie Ekdorn, Dale Swanson, and Angie Swanson. Don Phipps will serve as coordinator. The group will report to Rick McClung, Yachats Public Works.

This month a detailed list of question was created to interview the city of Newburg on their camera enforcement system that will be happening in the near future.

ODOT Speed Hearing

City Manager and I will be appearing at an ODOT hearing September 23rd to appeal the ODOT decision to not lower the speed limit.

E. 2nd Project

Project has started and scheduled to conclude October 31, 2025. View the link for a Gantt chart timeline - <https://acrobat.adobe.com/id/urn:aaid:sc:VA6C2:36d97b0b-2d25-42da-8205-51791a10b834>

W. 3rd engineering

Performing analysis on Water, Sewer, Storm Water and Pavement. Working with engineers to create a scope of work for the entire project

Reedy Cr line

Design engineering is coming along good. Should be ready to bid this Fall

Geotech work -Reservoir

Excavation of the path to the reservoir site and the 3 drilling landings are complete.

FINANCE OFFICE (Diane Gruver)

Accounts Payable (AP)

- Paid approximately \$173,440 in invoices from Accounts Payable, including regular operating expenses and CIP projects. This is considerably less than in the previous month (\$741k), primarily due to lower CIP project payouts, which we expect to fluctuate month to month depending on the work being done on the Library, LLCM, and Public Works CIP projects.
- Continued to review invoices and enter as appropriate for FY2024-25 (where expense was incurred in FY25, regardless of when bill was paid)
- Continued work on documentation of in-house procedures

- Re-structured digital file storage of finance files to consolidate like items, reduce the number of file folders,

Payroll and Personnel

- On August 13th, the City was underwent a routine annual audit by the SAIF Corporation, our Workman's Comp provider. This was a 3 hour in-person examination of our record keeping and our categorization of employee hours. We came through the audit successfully, but did learn that we need to make some corrections, and have started recording some employee hours in new categories (public relations, and inspection field work) to fix this

Newsletter

- Though not a part of the finance office specifically, I also produce the print edition of the newsletter. We have learned that Microsoft will not be providing support for MS Publisher (the program we use to generate the newsletter) after October of this year. I've spent some time experimenting with doing layout in other software programs, with the aim of not having to purchase additional software. So far, while imperfect, MS Word is the winner; unfortunately it lacks some of the text-flow features of Publisher, but the workarounds shouldn't be too much of a burden.

CODE COMPLIANCE (David Fortmeyer)

Completed Tasks

- Contacted Deputy Sheriff and local property manager about 2 abandoned vehicles on city owned street. Deputy Sheriff tagged 2 vehicles for removal. 1 vehicle was removed by owner after being tagged.
- Contacted Deputy Sheriff about, reported, speeding log truck using airbrakes in city limits.
- Contacted local business and 3rd party testing company about missing backflow test report as only one of their two devices were tested.
- Reached out to Oregon Health Authority for info about Cross Connection Control Program and appropriate use of non-testable devices
- Responded to 1 Overgrown Vegetation Complaint about a fire hazard concern
- Responded to 2 Vacation rental Complaints
- Responded to 4 Miscellaneous Problem Complaint and closed 4 requests
- Responded to 1 Complaint about possible lighting violation. Fixture was determined to be on the list of approved fixtures. No violation
- Sent out 1 notice for Unshielded Lighting Violation
- Sent out 1 notice for "Junk" Fire Hazard on property
- Sent out 3 notices for overgrown vegetation/fire hazard

- Sent out 1 letter to property owner stating that they had placed the max allowed fill on lot (10 cubic yards) and would need a fill permit to place any more
- Collaborated with City Hall staff to determine courses of action
- Used Request Tracker to follow up on various complaints
- Used Excel spreadsheet to track existing violations and complaints
- Resolved outstanding code cases
- Responded to citizen complaints/inquiries

Field Work

- Identified violations regarding street signage and overgrown vegetation on city owned street
- Measured amount of fill placed on property to determine if permit would be required
- Performed 14 vacation rental re-inspections
- Met with Rick Mclung(Water Lead) to discuss Cross Connection Control Program
- Performed regular “drive-by” compliance checks
- Took photos at various locations to send with emails and notices

Ongoing Initiatives

- Community Education: Educating residents and businesses on city ordinances

LIBRARY (Traci Altson)

In August I submitted the Summer Reading Program grant for 2026.

I have begun working on the yearly Oregon Statistical Report which has over 1000 data points and takes some time to put together. It takes a village and I appreciate the help I will be getting for the financial requirements from Diane Gruver.

I’ve got input from the current staff of volunteers for what shifts they can work when the new building opens –with the thought that we will operate at a minimum, at the 26 hours we operated at before moving to Room 8. I will be putting a preliminary schedule together in September to ascertain which shifts are covered and where there are holes.

Volunteers will be getting t-shirts with the library logo in September or early October.

I am looking forward to adding a Children’s Librarian to the staff as soon as possible.

UTILITY CLERK (Becca Parrish)

- September billing was mailed out on time.
- Answered phones and handled customer inquiries and utility billing questions.
- Greeted and assisted walk-in customers.
- Processed payments and prepared deposits.
- Continued cleaning up the billing system to ensure all utility accounts have the most accurate and up-to-date information.

PLANNER (Katherine Guenther)

- Completed review of latest Local Wetlands Inventory Draft
- Worked with our DLCD Regional Representative to submit ODOT Transportation Growth Management Program grant application to develop a local Transportation System Plan
- Applied for DLCD 2025-2027 Housing Planning Assistance grant
- Help public hearing for variance request at 272 Combs Circle
- Normal volume of phone calls, emails and building permit applications

CIP UPDATE/CITY CLERK (Neal Morphis)

- Helping with customer service for Planning questions. Reaching out to our planner as needed.
- Coordinating with Little Log Church Museum Contractor, Top to Bottom Contractors LLC. Some rotten sheathing was discovered and there will be a small change order for replacement of the wood. Windows to go in soon. There will be some additional interior work, and we are in the process of applying for a building permit revision. [Schedule of work](#) & [Link to gallery of photos](#)
- Working with Unitus Construction, LLC regarding questions about the Library project. Coordinating with the Architect and structural engineer. Building is dried in. Drywall is done, painting happening soon. Work is continuing on the interior supplies. [Schedule of work – Gantt Chart](#)
- Island Fence completed the Public Works electronic sliding gate at the Wastewater Treatment Plant.
- Coordinated with CivicPlus to implement Social Media Archiving. This helps us be compliant for records retention rules, and it makes us prepared for any potential public records requests.
- Making updates to the city website.
- Posting news flashes on the website.
- Uploading documents to the document center.
- Assisting Fortmeyer with code compliance questions.

- Arranging for camera to be set up for viewing the brush box at public works. Parts are here, we need to run ethernet cables to complete install.
- Updated insurance policy regarding vehicles and equipment. Updating insurance policy with information about new properties.
- At 949 Yachats River Road, arranged for drop box for garbage, lower electrical meter to be removed in preparation of building demolition, street light to be installed.

CITY HALL/CITY COORDINATOR (Lorraine Fritz Barrett)

- Continue to greet people, answer phones, retrieve and open mail, respond to emails;
- proofread newsletter and documents going to the public;
- continue to collect and post donations for Commons;
- continue to work with Rosa and make reservations for the Commons;
- continue to post events on Reader Board and website and maintain City bulletin boards;
- continue preparing files and scheduling VR re-inspections
- Trained on making remote bank deposits;
- post occasional social media information to City FB page

Community Spaces Coordinator (Rosa Marchand)

Links and documents to review

Grants For Yachats

[Grants For Yachats.docx](#)

Community Spaces and Outreach Tracking Log

[Link for Schedule Spreadsheet](#)

LLCM infrastructure questions Live Doc

[LLCM Operational.docx](#)

LLCM Policy and Procedures Manual

[LLCM Policy Manual.docx](#)

YYFAP Expansion Live Doc

[YYFAP Extension.docx](#)

Commons

Sound, Lighting, and Acoustic Treatment:

- Estimated time for work on the new sound/lighting/AV system at the Commons is set for this fall. The equipment for the lighting has been delivered and stored. We are waiting for the sound equipment to arrive before the work can be officially scheduled.
- Bobbi has received the estimate from Scharen Designs. We will be moving forward with this project. The work for this project will be aimed at being completed alongside the sound and lighting update.

Oil Heater Removal:

- Airrow heating came out to complete a site visit to prepare for the removal of the oil heater. Upon their assessment, it was determined that an electrician needed to come out to disconnect the wiring to the heater, before the oil heater can be removed. This has been completed. The removal of the oil heater will be scheduled.

Bathroom Project:

- The ADA Bathroom work group is continuing to move forward. Dave Chamberlan has finished the architect designs, complete with plumbing, ventilation, and exhaust. Chamberlan has submitted these plans to the county and has requested both building and plumbing permits. I have sent out emails requesting 3 bids for the work. We are waiting for bids and permits to begin the work.

YYFAP Expansion:

- YYFAP Expansion Work group continues to work on gathering information to prepare to apply for a \$2,000,000 grant. Live Documents are attached above. A geo-tech engineer came out on Friday, August 8th, to drill behind the Commons to check to see if the ground will hold up the new expansion and additions. The testing came back as favorable with a few foundation suggestions. We have our next meeting scheduled for September 10th to discuss taxes, licensing, and whether we may need to pause on this grant, and proceed with applying for a planning grant, to pay for the preliminary costs, for preparing for the main grant, for this expansion.

Under Stage Project:

- The under the stage project continues. George took a break from the project due to a hectic summer. He plans to pick up where he left off in the upcoming weeks.

Basketball Hoops:

- The basketball hoops have been installed. We were missing the hoop hook tool that is used to pull out and flatten the hoops. This tool has been ordered and is on its way. Open Gym time for Basketball have been scheduled at the Commons, on Tuesdays and Fridays, from 3:30 pm – 5 pm.

Poll on TV in MP Room:

- I contacted the leaders and points of contact of the main users of the Multipurpose Room, at the Commons, to request feedback on the location of the TV at the Commons. I asked for feedback on whether they like the current location of the TV, or would the TV be better suited for another location in the Commons. The options for other locations were Room 3, Room 8, and the Civic Meeting room. The feedback was very mixed.

Rental Packages and Pricing Update:

- I am working on updating the pricing and rates for the Commons as well as creating rental packages. My hope is to roll out these updates after all supplies arrive and construction is completed. Reference to the Basketball hoops, new sound and lighting, acoustic treatment, removal of old oil tank, and new bathrooms. This will give a seamless transition to the new Commons rental updates.

Supplies

- The Commons supplies have arrived. I ordered matching plate set, bowls, cups, more silverware, cooking utensils, cookware, cutting boards, knives, basketballs, and a MacBook HDMI adaptor. The plate sets were out of stock. Looking into other companies. Once I have these last items, we will have what we need to run proper events like banquets, weddings, etc.

New Events Coming to the Commons

- I am working on creating two new, regularly occurring, city events at the Commons. One of the events would be regularly occurring, family movie nights at the Commons. As well as Date Night Cooking Classes. I am aiming to bring these events into existence this Fall/Winter.

Live Music/Fundraising:

- The city will be hosting a concert at the Commons on November 1st. This will be a great opportunity to test out the new sound and lighting system, as well as raise funds to offset CIP projects.

Emergency Sheltering

- I have been meeting with Lincoln County Emergency Personal and FEMA to create plans for Emergency sheltering in the case of an emergency or Natural Disaster, as well as attending the Emergency Preparedness monthly meetings.
- On September 16th there will be Shelter Fundamentals Training. This 3-hour, basic-level course is designed to introduce participants to the roles and responsibilities involved in opening, operating, and closing a shelter during a disaster. The training is ideal for Red Cross employees, volunteers, and partners who are interested in working in Red Cross shelters.
- On October 9th there will be an Emergency Simulation at the Commons. The City of Yachats and the American Red Cross will coordinate an emergency simulation in which we will need to declare an emergency and operate the Commons as an emergency shelter. The city needs to identify six volunteers to serve in lead roles in this. The Red Cross is looking to Yachats as a leader in emergency preparedness on the Oregon Coast and will offer community collaboration opportunities.

Inappropriate Conduct Agreement:

- I am handling an inappropriate conduct matter at the Commons that is sensitive and serious in nature. I conducted an Investigation, as well as interviewed those involved. I have created a document called "Inappropriate Conduct Agreement." This Document will state what is considered inappropriate conduct, along with the consequence of such conduct. This agreement will need to be signed by all who participate in activities at the Commons.

Oversight and Management

- I continue to schedule future reservations, conduct walk through, and help with all aspects of events at the commons

Commons' Policy

- The Commons Policy will be updated on the City's website to reflect current rules and regulations.

Little Log Church Museum

Getting Operational

- I have been working with the Friends of the Little Log Church to create a policy manual, hours of operation, volunteer training and scheduling, fund raising and grant opportunities, and creating infrastructure as we prepare to open. Live Documents are attached above. Our next meeting will be on September 10th. We will continue with our discussion and planning at this meeting.

Indigenous Exhibit

- I have been meeting with Drew Caldwell, Joanne Kittel, Karl Christianson, and Bobbi Price to go over the much-anticipated Indigenous exhibit at the Little Log Church Museum. We will be meeting with tribal members this fall.

Library Meeting Room

- I have been working on a Policy manual for the library meeting room, along with pricing rate, times, and schedule

Documentation

- I continue to seek out grants for the city. I will be updating my Grants for Yachats Live Doc. Link above. I will be creating a spreadsheet that breaks down the grant opportunities according to each phase of the master plan next.
- I am currently updating my Community Spaces and Outreach Tracking Log

Events at the Commons

- Charles Swanks Art Show
- Adam Scramstad – Acoustic Duo
- Sean Stephen's DND
- Photography Journey – Gregg Scott
- Yachats Presbyterian Church – Sing Along
- Mari Castle- Guided Meditation
- Elizabeth Chandra Lahusen – Tabet flute and guided meditation
- Big Band Labor Day Concert
- Yachats Art Guild – Art show
- Yachats Baptist Church Concert
- Dmetri Sheets- Birthday party

ID	Task Mode	Task Name	Duration	Start	Finish	Sep 14, '25							Sep 21, '25							Sep 28, '25							Oct 5, '25							Oct 12, '25							Oct 19, '25							Oct 26, '25							Nov 2, '25		
						S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M														
1		Project Completion Date	34 days?	Mon 9/15/25	Thu 10/30/25																																																				
2		Mobilization Phase	14 days	Mon 9/15/25	Thu 10/2/25																																																				
3		Mobilize Equipment	5 days	Mon 9/15/25	Fri 9/19/25																																																				
4		Unload Pipe Materials	1 day	Mon 9/15/25	Mon 9/15/25																																																				
5		Stockpile Backfill Aggregate	13 days	Tue 9/16/25	Thu 10/2/25																																																				
6		Construction Staking	1 day	Tue 9/16/25	Tue 9/16/25																																																				
7		Erosion Controls	1 day	Tue 9/16/25	Tue 9/16/25																																																				
8		8" Waterline Construction Phase	15 days	Wed 9/17/25	Tue 10/7/25																																																				
9		Sawcut AC 15+00-10+00	2 days	Wed 9/17/25	Thu 9/18/25																																																				
10		Pothole Exist. Utilities Sta 15+00 POC-10+00 Loma POC	2 days	Fri 9/19/25	Mon 9/22/25																																																				
11		Install Sanitary Service Laterals 2nd & Cedar	1 day	Tue 9/23/25	Tue 9/23/25																																																				
12		Hot Tap 8x4 1/C5.0	2 days	Tue 9/23/25	Wed 9/24/25																																																				
13		Install 4" Waterline to POC 4" AC	1 day	Thu 9/25/25	Thu 9/25/25																																																				
14		Install 8" Waterline POC 1/C5.0 to 14+75 Temp Blowoff	3 days	Fri 9/26/25	Tue 9/30/25																																																				
15		Install Type B Water Services to Exist. Meter Boxes & Install Meter Stops	2 days	Mon 9/29/25	Tue 9/30/25																																																				
16		Install New Fire Hydrants	2 days	Wed 10/1/25	Thu 10/2/25																																																				
17		Install 1" Air Vac Valve	1 day	Wed 10/1/25	Wed 10/1/25																																																				
18		Flush, Test & Chlorinate 8" Waterline & Services	2 days	Thu 10/2/25	Fri 10/3/25																																																				
19		Connect 8" Waterline to POC 2/C5.0	1 day	Mon 10/6/25	Mon 10/6/25																																																				
20		Connect 6 Water Services A&B to New 8" Waterline	1 day	Tue 10/7/25	Tue 10/7/25																																																				
21		6" Waterline Construction-Spruce	7 days	Wed 10/8/25	Thu 10/16/25																																																				
22		Pothole Exist. Utilities	1 day	Wed 10/8/25	Wed 10/8/25																																																				
23		Install New 6" C900 Spruce	1 day	Thu 10/9/25	Thu 10/9/25																																																				
24		Install Hydrant-West Spruce	1 day	Fri 10/10/25	Fri 10/10/25																																																				
25		Pressure Test & Chlorinate 6" C900 Spruce	1 day	Mon 10/13/25	Mon 10/13/25																																																				
26		Make Connection 5/C5.0	1 day	Tue 10/14/25	Tue 10/14/25																																																				
27		Make Connection 4/C5.0 & 2" Connection	1 day	Wed 10/15/25	Wed 10/15/25																																																				
28		Remove Exist Hydrant	1 day	Thu 10/16/25	Thu 10/16/25																																																				
29		6" Waterline Construction-Lincoln	5 days	Fri 10/17/25	Thu 10/23/25																																																				
30		Pothole Exist Utilities	1 day	Fri 10/17/25	Fri 10/17/25																																																				

Symbol	Task Type
Blue bar	Task
Dotted bar	Split
Diamond	Milestone
Thick bar	Summary
Light gray bar	Inactive Task
Light gray dotted bar	Inactive Split
Light gray diamond	Inactive Milestone
Light gray thick bar	Inactive Summary

ID	Task Mode	Task Name	Duration	Start	Finish
31		Preamble Cut in Valve/Tee Assy	1 day	Fri 10/17/25	Fri 10/17/25
32		Install Water Service B	1 day	Fri 10/17/25	Fri 10/17/25
33		Cut in 6" Connection 3/C5.0 & Close Valves	1 day	Mon 10/20/25	Mon 10/20/25
34		Install 6" Waterline Lincoln	1 day	Tue 10/21/25	Tue 10/21/25
35		Tie in to exist. 6"-Lincoln & Turn Water On	1 day	Wed 10/22/25	Wed 10/22/25
36		Install 2" Sch 40 & Connect to Joni's Way 2" & Water Service A	1 day	Thu 10/23/25	Thu 10/23/25
37		Storm Phase	1 day	Fri 10/24/25	Fri 10/24/25
38		Pothole Exist Utilities	1 day	Fri 10/24/25	Fri 10/24/25
39		Connect to Exist Area Drain	1 day	Fri 10/24/25	Fri 10/24/25
40		Install 10" Storm Drain & Type 3 Catch Basin	1 day	Fri 10/24/25	Fri 10/24/25
41		Street Improvements Phase	5 days	Mon 10/27/25	Fri 10/31/25
42		E 2nd St Digout & Repair	1 day	Mon 10/27/25	Mon 10/27/25
43		Prep All Asphalt Areas in Job	2 days	Tue 10/28/25	Wed 10/29/25
44		Furnish & Place Asphalt Paving	2 days	Thu 10/30/25	Fri 10/31/25
45		Scheduled Substantial Completion	0 days	Fri 10/31/25	Fri 10/31/25

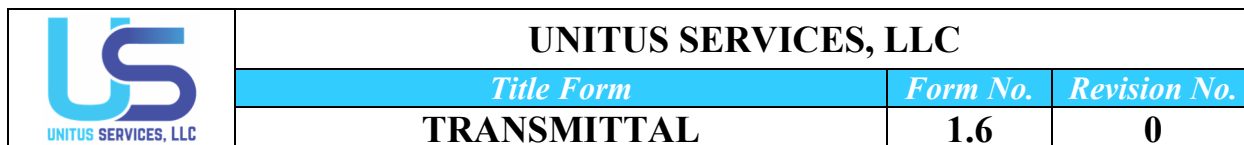
LASKEY-CLIFTON CORPORATION

Symbol	Task	Manual Task	Start-only	Deadline
Blue bar	Task	Manual Task	Start-only	Deadline
Dotted line	Split	Duration-only	Finish-only	Progress
Diamond	Milestone	Manual Summary Rollup	External Tasks	Manual Progress
Thick bar	Summary	Manual Summary	External Milestone	

Little Log house church Museum
328 W 3rd St, Yachats, OR 97498
Progress Schedule

Estimated work dates: Monday, March 3, 2025-Friday, September 26th, 2025

1. General Contractor mobilization. Deposits to be paid to subcontractors, Materials ordered,
3/3-3/14/25 \$145,000
2. Disconnect the church addition from the museum and demolish the vestibule. Disconnect electrical and plumbing connecting church addition to the museum.
3/17-4/11/25 \$18,000
3. Demo sheetrock and sheeting and perform structural inspections to determine the next step
4/14-4/25/25. \$10,000
4. Jack up the roof assembly and replace the log walls with framed construction
4/21-6/13/25. \$45,000
5. Install wall sheeting then lower roof assembly and connect to new framing
6/16-6/27/25 \$27,000
6. Jack up entire church structure and install new concrete spread footings
6/30-7/25/25 \$55,000
7. Lower structure on new footings
7/28-8/1/25. \$15,000
8. Complete windows, doors and siding and reconnect church addition to museum
8/4-8/29/25 \$30,000
9. Complete electrical and interior sheetrock and finishing
9/1-9/26/25. \$25,000



TRANSMITTAL NO.:	003
DATE:	02/21/2025
U.S. PROJECT NO.:	30125

THE FOLLOWING ITEMS ARE SENT BY:				
☐ MAIL	☐ FAX	☒ EMAIL	☐ DELIVERED BY:	

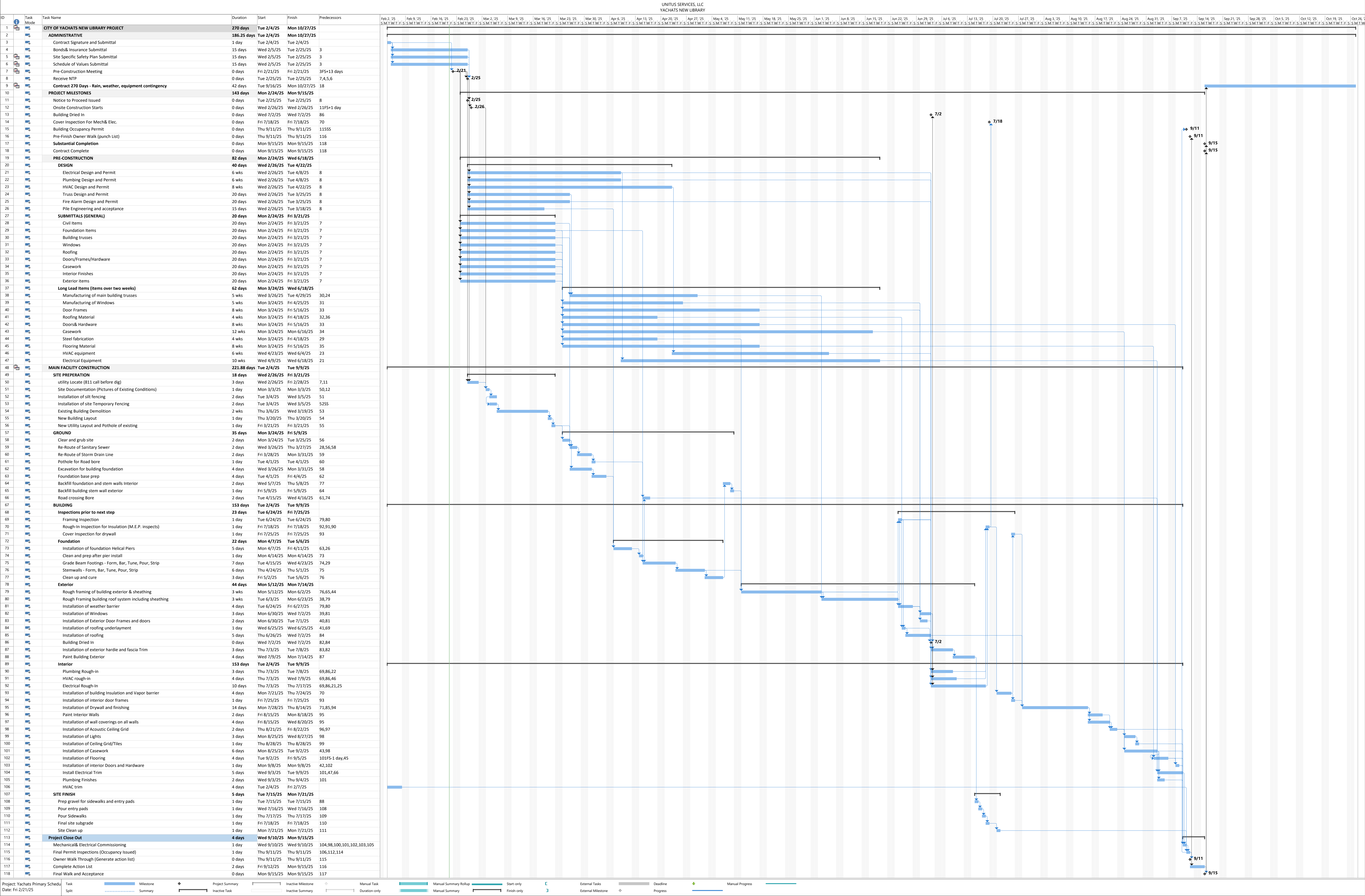
[illegible]

THESE ARE TRANSMITTED AS CHECKED BELOW:			
☐ FOR APPROVAL	☐ FOR YOUR RECORD	☐ APPROVED AS NOTED	☒ FOR REVIEW & COMMENT
☐ AS REQUESTED	☐ FOR YOUR USE	☐ RESUBMIT __ COPIES	☐ APPROVED AS SUBMITTED
☐ RESPONSE REQUESTED BY ____		☐ RETURN AFTER LOAN TO US	☐ RETURNED FOR CORRECTIONS

COMMENTS:	
Attached you will find our site specific Primary Schedule for the Yachats Library project.	

If enclosures are not as stated, please notify me at once.

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Grants For Yachats

LLCM:

Grants • Yachats Lions Club: Requesting **\$5,000** to purchase LLCM merchandise to up sale during tourist season to help pay for renovations. Submission deadline: **May 23, 2025.**
Awarded June 10, 2025

2nd phase: Interior remodel: Cultural Development Grant [How to Apply - Oregon Cultural Trust](#)
[Oregon Cultural Trust](#)

FINAL_CDV_FY26_Guidelines.pdf: Next round will open **in Spring of 2026.** We will be requesting the full **\$40,000** for interior remodeling of the LLCM

1:1 matching requirement. Work cannot begin until the grant is awarded.

Objective: Access to Culture: Projects that make culture broadly available Oregonians

Cultural Heritage & Preservation: Projects that invest in Oregon's cultural heritage by recovering, preserving and sharing historic assets and achievements.

Cultural Creativity: Projects that support the cultural and creative expression of Oregonians.

Cultural Capacity: Projects that strengthen cultural organizations by building their stability and generating public confidence.

Inspire!: Small Museum Grant: [Inspire! Grants for Small Museums | Institute of Museum and Library Services](#) We will be requesting the full \$75,000. Submission deadline is November 14, 2025

You must provide funds from non-federal sources in an amount that is equal to or greater than the amount of your IMLS request.

Program Overview: Inspire! Grants for Small Museums is a special initiative of the Museums for America program. It is designed to support small museums of all disciplines in project-based efforts to serve the public through exhibitions, educational/interpretive programs, digital learning resources, policy development and institutional planning,

technology enhancements, professional development, community outreach, audience development, and/or collections management, curation, care, and conservation.

Objectives: Lifelong Learning, Institutional Capacity, Collections Stewardship and Access

21st Century Museum Program: [21st Century Museum Professionals Program | Institute of Museum and Library Services](#) Funding request amount \$100,000-500,000. Submission deadline is November 14, 2025

You must provide funds from non-federal sources in an amount that is equal to or greater than the amount of your IMLS request.

Program Overview:

The 21st Century Museum Professional (21MP) grant program supports projects that offer professional development to the current museum workforce, train and recruit future museum professionals, identify and share effective practices in museum workforce education and training.

Museum Empowered: [Museums Empowered | Institute of Museum and Library Services](#) Funding request amount \$5,000 – 250,000. Submission Deadline November 14, 2025

You must provide funds from non-federal sources in an amount that is equal to or greater than the amount of your IMLS request.

Program Overview:

Museums Empowered is a special initiative of the Museums for America grant program. It supports projects that use the transformative power of professional development and training to generate organizational growth within museums of all types and sizes.

Museums of America: [Museums for America | Institute of Museum and Library Services](#) Funding request amount \$5,000 – 250,000. Submission Deadline November 14, 2025

You must provide funds from non-federal sources in an amount that is equal to or greater than the amount of your IMLS request.

Program Overview:

The Museums for America program supports museums of all sizes and disciplines in strategic, project-based efforts to serve the public through exhibitions, educational/interpretive programs, digital learning resources, professional development, community debate and dialogue, audience-focused studies, and/or collections management, curation, care, and conservation. Museums for America has three program goals:

National Leadership Grants for Museums: [National Leadership Grants for Museums | Institute of Museum and Library Services](#) Funding request amount \$50,000 - 750,000. Submission Deadline: November 14, 2025

You must provide funds from non-federal sources in an amount that is equal to or greater than the amount of your IMLS request.

Program Overview:

National Leadership Grants for Museums support projects that address critical needs of the museum field and that have the potential to advance practice in the profession to strengthen museum services for the American public

Library:

National Leadership Grants for Libraries: [National Leadership Grants for Libraries | Institute of Museum and Library Services](#)

Grants to State Library Administrative agencies: [Grants to State Library Administrative Agencies | Institute of Museum and Library Services](#)

YYFAP: Business Oregon : Child Care Infrastructure Program : Child Care Infrastructure Program : State of Oregon

[English.pdf](#): CCIF Checklist

[CCIF_Program_Guidelines.pdf](#): 3rd round is opening in **Fall of 2025**. We will be requesting **\$2,000,000** in New Construction and/or Major Renovations funds, for the YYFAP remodel, that reflect the Greater Commons Master plan

Pavilion

Commons /Greater Commons Master Plan

Big belly receptacles

Electrical Room	Notes	Completed
Continued waterproofing and dehumidification	Old boiler chimney is leaking. Removing for resiliency grant will resolve the issue.	Done
Partitioned off storage space	May allow limited storage. Chain link with padlock.- Not doing, not allowing store for fire code compliance	Not doing
Clear out clutter and prep for chimney demo	Farmer's market is moved out. Items remain. Find owners, dispose of trash. Justice from pw is going to clean	Done
Replace rusty components	This work will likely tie into the resiliency grant	
Commons	Notes	Completed
Replace N roof	It may make sense to replace this roof portion due to the possibility of uncovering rot during fascia repair.	
Fascia	Wait for Civic Campus Plan to CIP budget for	
New eave PVC needs to be welded to existing roof	Complete	Completed
Paint	Wait for Civic Campus Plan to CIP budget for	
East gutter drainage	Water on east side of building drains into the soil next to the foundation. It no longer flows into the vents, but the water should be routed away. Will need a creative solution.	
Generator Housing	Wait for Civic Campus Plan to CIP budget for	
Generator move?	Wait for Civic Campus Plan to CIP budget for	
Generator connector	Scheduling time for an electrician, PUD, and the generator staff to come out to the Commons to complete this project. Power to the Commons will be shut off for the day while the work is being done.	
Emergency Shelter	Linn West is reaching out to the Red Cross to get us enrolled in a class for the setup and requirements certification process.	
Replace crawl space access door	Door lock is rusted and difficult to open.	
Under stage storage system	Geo will share plans soon.	
Room 7	Temporary storage space	
Storage	Reduce clutter and efficiently store items.	
Heating and cooling system	Wall mounted remotes in each room on order. Civic meeting room and kitchen have fried boards from the storm. Parts delayed in transit. Civic meeting room unit to be repaired 2/6. Adding wall mount remote to each room. UPDATE- Wrong parts sent twice. Repair delayed. UPDATE- Repairs completed. Remotes still need to be installed. UPDATE: 2/12/25 Estimate a Commercial system for the Commons- Coordinate the system with work to the commons identified in the Civic Campus plan	
Art Hanging System	Done	Complete
Leak in YYFAP office	NW Roofing added caulking and believes this has been resolved.	Completed
Find out why the storage closet smells like mold now	Chimney is leaking. There may be leaking roof drainage pipes as well. UPDATE 2/12/25 No more mold smell	Completed
Civic room upgrades	LED wafer lights in May Custom desk in July- UPDATE: Lights complete, wait on desk until Civic Campus Master Plan	
Library in room 8	The reduced library opens in room 8 May 29th. Many tasks associated.	Completed
Pavilion	Notes	Completed
Outlets and lights	Work light over sink. LED pendant lights in center of building. Breakers tripping.	
Bird strike decals	Discuss with community/PCC- UPDATE: Pavilion work being done that includes blocking the open eaves	
Stain building and picnic tables	Spring- Follow up with Bobbi & Public Works when the building work is complete	
Cabinet to store cleaning supplies. Possible additional countertop space.	Rolling cart with supplies and bringing tables out may be a better fit. Need community input.	
PERMITTING	We are working with an architect and the building official to bring the building up to code.	Completed
City Hall	Notes	Completed
Siding	Due to high cost we will need to wait. May replace only fascia and gutters for now. UPDATE: Gutters & Facia work being done February 2025	Complete

Windows	Glass is ordered. To be installed in February.	Complete
Seal front door	Drafts- Wait for Civic Campus Master Plan	
Remove maglock system	Find buyer? YYFAP use?	
Ramp at front door	Wheelchair ramp directly in front of city hall entrance. Move ada parking spots to ramp location.- Wait for Civic Campus Master Plan	
Install antenna	Parts in. Waiting for install date from contractor. Neal sent one of our old radios so they can pre program our new ones before install	Complete
Reinstall bike rack	Once ramp is installed for ada access. Bike rack was temporarily removed to allow safer wheelchair access	
Tint front windows	Micro dot Newport Sign. Estimate coming soon- Review in Spring 2025 if still needed	
Exterior Lights	Light posts and drive thru lights are not working. We have a problem with breaker tripping. Work has started. Light post repair 3/7	Complete

Playground	Notes	Completed
Lighting	Led focused lights. 2-4 on perimeter of playground. Programmed to shut off after hours? Bid from Alsea Electric coming soon.- UPDATE: Rosa to follow up 2/12/25	
Sand and paint structures	Paint arrived and we are working on an install date with public works	
Install seesaw	Public works will be completing this project soon	Completed
Fence treehouse bench stain	Spring	Completed
Additional wood chips		
Replace rusted panels on climbing structure	Shipment arrived and we are working on an install date with public works	Completed
LLCM	Notes	Completed
Find lost concept drawings		
Restart the LLCM		
Exhibits		
Volunteer Scheduled		
Track Rehabilitation progress & work	Take photos and send to Bobbi, work with Neal on tracking the schedule of the work being done, report to Bobbi	

FOB System	Notes	Completed
Program System		
Keyholder list		
Fob assignment spreadsheet		
Commons	Notes	Completed
Locking system	Individual code for renters, last 4 digits of renters phone number	
Ring Camera	Placed at all Commons doors, Lorraine and Rosa have access to footage	
Pavilion	Notes	Completed
City Hall	Notes	Completed

Master Lock Boxes	Notes	Completed
Change master code	Change Monthly Codes in Maintenance Schedule	
Commons Master Keys	Neal has been working with a lock smith to have the locks at the commons replaced. Determining how many Master keys willbe needed for YYFAP staff, Library staff, City Staff, and locked boxes	

Commons Management	Complete	Notes
Annual User Group Reservation Renewal	Completed	Completed Jan 2025
User Group Waivers		Most waivers have been returned signed. tracking down remaining unsigned waivers
Private Insurance for Private Parties	Completed	Private insurance has been collected and store as both an electronic and hard copy.
Revise Commons Rules and Regulations		In process
YYFAP Contract Review	Completed	Contract reviewed. meeting with Kristina Anderson once a month to remain in good standing and on the same page
Cameras installalation		6 Indoor Camera have been installed. Waiting on 2 outdoor cameras to arrive
Darcy Lawrence - Reader Board		Appointment set for April 9th to go over Reader Board Capabilities
Fresh Pickleball Line	Completed	Searose Construction came out and laid fresh pickleball lines
Basketball Hoops		Contacted Steve Cooper, the athletic director of Waldport High School, to see who they hired to put up their basketball Hoops
Refunds, City Calendar, and Reader Board Training	Completed	Neal trained me on how to complete refunds through the proper channels, as well as how to transfer scheduled events to the City Calendar and Reader Board.

Work/task/project	Completion Date	Cost	Notes
MP room back stairs siding	1/8/2024		
	Krystal's Completions		
Cover plates for lights in front of stage	1/9/2024		
Stage storage cabinets	1/11/2024		
Electrical room waterproofing	12/28/2023		Paint on waterproof barrier
Electrical room pipe to route water	1/3/2024		One additional pipe to route water through foundation. This brings the total to 3 pipes.
Pavilion Sink	7/13/2023		
MP projector and screen	10/18/2023		
Sound upgrades	9/24/2023		New speakers, mixer, amp, bluetooth, cd player.
East MP room lights	12/15/2023		
City Hall toilets	9/28/2023		
New fire egress maps and max occupancy posted	2/1/2024		Old emergency egress maps were not accurate or oriented the correct way. Max capacity has changes in some spaces.
NE Commons channel drain and vent covers	10/15/2023		
City Hall front window replacement	2/15/24		The seals were broken

Resiliency Grant Plans	Completed	Costs	Notes
Space for solar batteries and inverters			Location TBD. Consultants recomend mp room storage closet. Engineer recommends electrical room.
Antenna removal			To allow for installation of solar panels.
Shorten vent pipes			To allow for installation of solar panels
Chimney removal and repair of building			Conduit ran through this location. Removal should happen for safety as well as long standing leaks.

Getting the Little Log Church Museum Operational

What is the timeline for opening?

Aiming for February, 2026

Are we having a grand opening day?

What Interior Work is needed?

What is the Friends' role & the City's role

Space rentals & fees

Policy & Procedures for rentals & volunteers

Volunteer/Docent outreach, scheduling, and training

Logo, branding, merch, publicity, website

The Little Log Church Museum Policy Manual

Effective Date: 2025

Approved by: The City of Yachats and The Friends of the Little Log Church Museum

1. Introduction

This policy manual outlines the operating procedures, standards of conduct, and responsibilities for staff, volunteers, partners, and renters of Little Log Church Museum, which functions both as a public museum and a private event rental venue.

2. Mission and Dual Purpose

Mission:

The Little Log Church Museum is dedicated to providing an attractive and welcoming venue for local residents and visitors to learn about this area's past, present, and future. It sees itself as an integral part of the community, offering an ongoing process of education that involves the preservation and interpretation of events and cultural life that reflects the character of the Yachats area. In addition, it provides a gathering space for special events such as concerts, lectures, weddings, and more.

Dual Purpose Statement:

As both a public-serving museum and a private event rental space, The Little Log Church Museum is committed to preserving and presenting cultural and historical exhibits while offering a unique venue for community and private events.

3. Governance & Organizational Structure

[Insert City's Role here.]

[Insert Friends of the Little Log Church Museum's role here.]

The City has the right to deny any or all privileges to a party violating The Little Log Church Museum policy. Any person suspended from a Little Log Church Museum event or program for misconduct will not be allowed to use any portion of the building or grounds during the term of suspension.

Grounds for suspension include by are not limited to the following:

-Property Damage

- Excessive Intoxication or under the influence of drugs
- Failure to honor contractual obligations with the community pertaining to ticket sales
- Vulgar or aggressive conduct or speech
- Violence of any kind
- Violations of The Little Log Church Museum Policy

Violators will be subjected to a 6-month suspension. Subsequently, a written or typed letter explaining how future violations will be prevented is required before re-entry to the premises is permitted. If only one member of the group is in violation, the group will be responsible for the removal of said person, and the next in charge will need to take their place. Failure to regulate staff will result in the whole group absorbing the consequences of their actions. If the violating person is removed according to rules and regulations, the group will remain in good standing, with no consequences.

Questions regarding facilities and management may be discussed with the City Manager, and City Hall Staff. City Hall Staff, under the supervision of the City Manager, and City Council, formulates rules, regulations, and standards for the operation of the Little Log Church Museum building, and grounds in a manner that assures the security of City assets and encourages usage by renters, residents, and visitors alike; establishes rental rates for The Little Log Church usage; plans for the regulation, development, and improvement of the facility; cooperates with volunteer organizations and City groups in the advancement of the space; and recommends items for the annual budget to the Budget Officer and the City Budget Committee.

Decisions made by the City Hall Staff are based on considerations that include:

- time availability
- environmental impact
- noise level
- availability of parking
- impact on neighbors
- potential for litter
- degree of renter's need for help from staff
- applicant's rental history, if any, at the Little Log Church Museum
-

4. Staff and Volunteer

[Insert Staff and Volunteer protocols here.]

5. Museum Operations

- **Museum Public Hours:** Mon – Sat 12pm -3pm

- **Private Rentals requires a reservation.** Refer to section 6.1 Bookings
 - **Collections Handling:** Only trained staff may handle artifacts. Gloves and procedures are mandatory.
 - **Exhibit Changes:** All changes must be approved by the Executive Director and The City of Yachats
 - **Photography:** Allowed for personal use unless signage indicates otherwise. Commercial use requires permission.
-

6. Event Rental Policies

6.1 Booking

- Reservations are first-come, first-served with a signed contract and deposit.
- All reservations for use of The Little Log Church Museum must be made through the **CivicRec reservation system which is located on the city website www.yachatsoregon.org**. This process ensures a record of facility rentals that meets state record and retention policies. For information and assistance, City Hall Staff may be called at **541-272-4213 or 541-547-3565 ex. 106**

6.2 Fees and Payments

Nonprofit \$70/day 15/hour

Private rates: \$150/day \$30/hour

Standard/Commercial rates: \$300/day \$60/hour

Refundable Deposit: \$200

A \$200.00 refundable damage/cleaning deposit is required for any full-day or multiple-day event/reservations.

Deposit is due at the time of the reservation. Balance is due 30 days prior to the event.

Renters will be financially responsible for the value of any lost equipment or damage beyond normal wear and tear in excess of the deposit amount.

If the facility is left clean, the deposit will be returned. City Hall Staff has the right to charge users for whatever cleaning or repair may be required, based on actual time and materials needed. Severe damages or misconduct can result in suspension or termination of future usage of the facility and grounds.

6.3 Categories of Rental Rates

Free Use

- Yachats government (City Council and Commissions)
- Community events to raise funds for the Little Log Church Museum
- Fee-waived groups and activities for public information/input at the City Staff's discretion (e.g., candidates' forum; government agencies)
- Other federal, state, or county government agencies

Non-Profit Use

- Non-recurring nonprofit events that build a stronger sense of community while benefiting the individual: educational, sports, cultural and arts, recreation, social
- Nonexclusive service clubs/organizations
- Tax-supported agencies (e.g., community colleges)
- Commercial events open to the public that are sponsored by nonprofit groups or organizations (e.g., Chamber of Commerce Arts and Crafts Fair)
- Use sponsored by individuals for commemorative life events (e.g., birthdays, anniversaries, memorials) where the public is invited, and donations are solicited for the benefit of local nonprofits or the Commons
- Hardship fundraising events not involving commercial activities, organized by a group of community members to benefit another community member in need

Private Use

- Private meetings or events with restricted access (e.g., family reunions, wedding receptions)
- Fundraising events involving commercial activities organized by a group of community members to benefit another community member in need (e.g., a fair or show where the funds for the community member in need are raised from the rental of space to commercial vendors who will be selling products for their own profit).
- Use sponsored by individuals for commemorative life events (e.g., birthdays, anniversaries, memorials) not involving donations to local nonprofits or the Commons, whether public or private.

Commercial Use

- Commercial or for-profit events open to the public, i.e., activity for which the purpose of the rental is to make profits for an individual or company.

Other rental Categories?

[Insert other rental categories here.]

Rehearsal Time

Rehearsal time for events under contract will be free and available within reason. Rehearsal times will be accommodated as much as possible provided the space is not needed for paying events. Paying events take precedence and rehearsals will need to be rescheduled or moved to another room. Rehearsal time can be guaranteed by paying Community rates.

6.4 Use of Space

- Renters must respect museum exhibits and cannot obstruct or alter displays without approval.
- Access to collections storage and staff-only areas is prohibited.
- No open flames, glitter, confetti, or smoke/fog machines.

6.5 Decorations, Setup, & Clean up

- No nails, screws, or thumb tacks on walls or floors.
- Set up and take down are the responsibilities of the renters.
- Museum staff will not assist with non-museum equipment setup.
- There is no charge for setup time after 5:00 p.m. the day prior to the event.
- If 1-3 hours are needed prior to 5:00 p.m., the charge would be one half the hourly rate
- If 4 or more hours are needed prior to 5:00 p.m., the charge would be one half the daily rate
- Cleaning and putting the space back to its original form is the responsibility of the renters.
- If the space is not cleaned appropriately, and staff have to clean up after the renters, addition charges will be taken from the deposit.

6.6 Alcohol and Catering

- Alcohol service must follow local laws. Permit and licensed bartender may be required.

- Caterers must be pre-approved and provide a certificate of insurance.

The sale or consumption of alcohol at events in The Little Log Church and on The Little Log Church Museum's grounds will be by written permission the City Manager.

Requests for such permission must be presented in writing on an Application for Use of Alcohol on City Property form or submitted via email. These forms are available on the city website. The completed form must be submitted to the City Manager for approval.

The sale and consumption of alcohol will be contained within well-defined boundaries. Hours of sale and security requirements will be determined by the Oregon Liquor Control Commission (OLCC)

The sponsoring group will be responsible for maintaining adequate controls to ensure that:

- servers are at least 21 years of age
- no person under the age of 21 is served
- alcohol will be consumed within designated areas
- no cans/bottles of alcohol will be brought into the event area from outside the event area
- no person will be served who appears to be intoxicated
- There is a person designated to always monitor alcohol consumption, to maintain order and to ensure compliance with the Commons Policy

Security must be provided by the sponsoring group or the Lincoln County Sheriff's Office solely at the expense of the renter. Security staff must be situated at each point of distribution to enforce regulations and at the end of the event. Customers are limited to two drinks per visit.

The City, OLCC, or Sheriff's Office may close the sale of alcohol at any time during an event at their discretion.

The City Manager may require a written statement outlining how an applicant plans to comply with the OLCC regulations as well as OLCC service permits for any group that will be serving alcohol.

6.7 Insurance and Liability

- All activities, performances, events, and instructional classes require insurance and the documentation of a Certificate of Liability Insurance if Commons facilities or grounds are to be used. Apart from the regular community user group who have provided signed waivers for each member of their group.
- Liability insurance will have a \$500,000 single limit.

- Documentation of coverage through existing business, residential, or organization insurance may be acceptable. The City of Yachats shall be listed as Certificate Holder.
- Certificates of Insurance for single events are to be attached to rental contracts. For ongoing events, records must be kept of annual dates, certificates that expire, and notice given to renters prior to such expiration.
- The museum and the city are not responsible for loss, theft, or damage of personal property.

6.8 Capacity & Noise

- Maximum occupancy: [insert capacity by room/area].
- Music and amplified sound must end by [time].
- All events must conclude, and the premises vacated by 11:59 pm.

7. Safety & Security

- **Smoking:** The Little Log Church Museum building is a NON-SMOKING OR VAPING area. Smoking or vaping is prohibited within 10' of The Little Log Church Museum's property.
- **Fire Safety:** Attendance in any space may not exceed the capacity of that space posted on the emergency exit plan or vary from the specified type of use. Tables, chairs, and other objects may not be placed or allowed to remain in corridors, hallways, or doorways per fire codes. The Yachats Fire District Chief may be asked to inspect the setups for any large event to ensure compliance with fire and safety codes.
- Flammable materials, including but not limited to oils, candles, combustible fuels, kerosene, gasoline, fog/smoke machine, or pyrotechnics (fireworks), may not be used or stored in the building, except for Sterno-heated chafing dishes used, with permission granted by the City Manager or City Hall staff.
- **Fragrances:** The City of Yachats supports sustaining healthy indoor air quality. In the interest of promoting the health and safety of the City's citizens, staff, and visitors, City facilities open to the public are encouraged to maintain a fragrance-free environment. Please refrain from using scents, including those related to personal care, laundry, and cleaning products. Thank you for your consideration of others in providing an environment in which every person can feel safe and comfortable. Your cooperation is greatly appreciated.

- **Disposable Bottles:** Yachats is a village that values natural resources. Beverages packaged in disposable plastic bottles and transported from remote locations unnecessarily consumes fossil fuel resources and creates a lasting waste management problem not only for our community, but for the entire planet. Therefore, the City Council requests that users of the Yachats Commons and other City properties refrain from the use and sale of beverages packaged in disposable plastic bottles. If disposable plastic bottles can't be avoided, proper recycling bins located within the Yachats Commons and City Hall are to be used for disposal.
- **Emergency Protocols:** Fire exits must remain clear. Emergency plans are posted in all event and public areas.
- **Incident Reporting:** All accidents or incidents must be reported immediately to City staff.
- **Security:** Security and proper supervision of events are major concerns. All events must have adult supervision. Hired security personnel may be required for out-of-town sponsors for events lasting more than 2 hours, and/or attended by more than 50 people, or a major portion of the building. A volunteer may provide services, but to be a security official and be paid for services, there must be a certificate from the State of Oregon. **Private security will not be permitted to carry firearms.**

When professional security services are required, Event Staff may contract with the Lincoln County Sheriff's Office on an hourly basis. Security costs are at the discretion of the Lincoln County Sheriff's department. A Copy of the invoice for services will need to be provided to the City of Yachats prior to the event.

Determinations regarding the need for security will be made case by case on the basis of information on the contract or by interview with the renter. Decisions regarding security are made at the discretion of the City Manager or City Hall Staff.

- **Firearms/ Sales or Display:** The Little Log Church Museum building, including its grounds, is a public facility by state law. The sale or display of firearms, as defined by state law, is prohibited in The Little Log Church Museum or on the grounds by any renter. Any violation of the firearms policy may cause for and result in cancellation of an existing permit/contract and a ban on future rental of The Little Log Church Museum by the violator of this policy. No private security will be allowed to carry firearms on Yachats City property.

- **Violations:** Any renter found in violation of the health and safety regulations above will be given written notice that no future contracts for use of the Commons by that renter will be approved by the City.
-

8. Accessibility and Inclusion

- The venue complies with ADA guidelines.
 - Reasonable accommodations will be made for guests with disabilities.
 - Discrimination or harassment of any kind is not tolerated.
-

9. Facility Use During Dual Operations

- Public visitors will not have access to private events unless the event is publicized and open to the community.
 - Renters cannot interfere with regular museum operations or displays unless contracted otherwise.
 - Museum hours may be adjusted for large-scale rentals with prior approval.
-

10. Contracts and Appeals

City Hall Staff will determine rental categories. Special contracts may be negotiated with the City Manager.

Contracts for ongoing renters are generally issued on a multi-month basis and are reviewed at least annually and extended at any time by the City Manager. Contracts may be revoked at any time by the City Manager.

Renters Responsibilities

Oregon law (ORS 105.682, et seq.) provides that the owner of land is not liable in contract or tort for injury, death or property damage that arises out of use of the land for recreational purposes (known as “recreational use immunity”). That immunity from liability does not apply if the owner makes a charge for permission to use the land. Fees charged for a particular use in building, do not apply to other uses of the building or grounds. Therefore, the City of Yachats is not liable for injuries, death or property damage arising out of any use of building, or grounds for recreational purposes when no

specific charge has been made for that use or for the right to enter that part of the property.

1. All applicants for rental space must be 18 or older.
2. City Hall is responsible for working with renters to ensure compliance with policies and any contract agreement(s); however, the renter is liable for that compliance.
3. City Hall Staff will coordinate with each renter to determine equipment needs and will check rooms/equipment for damage and cleanliness at the beginning and end of an event. Each renter is responsible for special needs on the reservation form prior to the event and for leaving the rooms clean/usable or better for the next renter. Renters are responsible for setting up and tearing down their own events and returning The Little Log Church Museum property to its original location(s).
4. Renters must also determine the need to supply their own personal equipment (e.g., extension cords).
5. City Hall does not clean rooms, wash dishes, or empty trash. The cleaning supply are locate [insert cleaning supply location here.] Trash containers should be emptied into the dumpster in back and new liners put into the containers. Recycle bins are available outside.
6. All renters are responsible for obtaining the proper permits and licenses needed for their particular events or food service. Copies of those permits and licenses must be submitted to City Hall and attached to the rental contract. The Yachats Prepared Food and Beverage Tax shall be collected and submitted when applicable.
7. The Little Log Church Museum building is a NO SMOKING area. Smoking or vaping is prohibited within 10' of the Little Log Church Museum Property.
8. Alcohol use will not be permitted without prior written approval of OLCC and the City Manager. An Application for Use of Alcohol on City Property form must be submitted and approved prior to the event. This form is available inside City Hall.
9. Renters should be aware of the statement on fragrances under the Environmental Values heading and should make reasonable efforts to comply with its requests.
10. Only those rooms contracted for are to be used. Renters will contact City Hall if any changes in rooms are to be made, additional space is required, or equipment needed.
11. Renters are responsible for locking the room(s) they have used at the end of the scheduled use. Renters shall also coordinate with other users to ensure that all rooms in the building and the building's main doors are locked at the end of the day. If the key checked out to them for their use will not lock any doors, they find unlocked, they should call City Hall Staff at 541.272.4213 for assistance. Should problems arise that renters do not feel comfortable dealing with the situation at hand, they should call 911, or the non-emergency line at (541) 265-4277.
12. Renters are responsible for replacement of lost or damaged equipment and repairs to rooms. Nails or tacks, etc., are prohibited as a means of securing items to walls, railings, ceilings, etc. Only painters' tape is permitted.
13. Renters will make reasonable efforts to assure that any person who conducts him/herself in a disorderly manner and/or minors who have consumed alcoholic

beverages do not remain on any part of the premises during activities. Should problems arise that renters do not feel comfortable dealing with, they should call 911.

14. Renters will not permit violations of federal, state, or local laws to occur in connection with their activities.
15. Renters should contact City Hall Monday- Thursday from 9:00 am to 4:00 pm (except holidays) for assistance at 541.547.3565. Otherwise, City Hall staff are available at 541-547-3565 ex. 106 or 541-272-4213.
16. Catering and all decorations are the renter's responsibility.
17. The City of Yachats is not responsible for lost items.
18. Reservations are not firm until a completed contract has been signed by the renter and paid for in full.
19. If there is a need for clarification or interpretation of the Rental Agreement, a request may be made to speak to City Hall staff or the City Manager.

YYFAP Extension

Q. How can the YYFAP program grow with the new space?

A. We will be able to offer space for more programming, possibly an extra preschool room, space for homeschoolers, space for teenagers or younger children. The extra space will allow us to offer needed childcare services for the community. Nicole

With three classrooms and our own dedicated kitchen and mp room, YYFAP will be able to continue the same high-quality programming we offer in our preschool and after school program while adding services. We are a licensed childcare center and as such will be able to look at opening after care for preschool families as well as daytime care for our school-age families who choose home school as an option. We are currently licensed for 60 children and would be able to serve all 60 with the expansion. I will be creating an interest survey to send out at the end of summer 2025 to gauge the need and interest in these programs. The community has a need for more care and being the only licensed center in our area, YYFAP has a tremendous opportunity to serve that need. Kristi

Q. How would the program operate during an expansion construction period?

A. The preschool room could stay in place but there may be the possibility that we would need to relocate the afterschool room during construction. That would need to be worked out with the city to find an alternate spot, possibly room 8 if the library has moved to the new building. Nicole

I have met with our licensor and have the following information: Depending on how the construction goes, programming should be able to carry on as normal during the process for the most part. This means that preschool and kitchen services would remain as they are. We also would still operate in Room 3 weekly as well as the MP room as needed and available. Our After School Program would remain where it is as well as the administration offices until it is necessary for us to relocate. Room 3 is approved by licensing for us to use if the After School Program needs to relocate during the final stages. Room 8 has not been approved by licensing at this time. Kristi

What are the state regulations or resources that would be at risk for going into a new building.

A. Kristy will need to answer this question. Nicole

If I am keeping in close communication with licensing and our grantors, there are no risks. Licensing was supportive and excited for us to expand and to apply for this grant. Kristi

Q. Considering the number of kids in the program, how many children are currently being served throughout the school year, how many are served after school, how many are served in the summer, and how many are on the waiting list?

A. Kristy will need to answer this question. Nicole

Preschool serves 18 during the program year. We serve 30 in the After School Program. Our Summer Program will serve 45 students per week for four weeks. Some of the summer participants participate for four weeks, most only participate for one or two weeks. We will need to wait to see how many are on the waiting list for fall programming. Kristi

Q. How far do the services of YYFAP reach?

A. During the school year, we serve children and families throughout Lincoln County, not just south county. During the summer months, we serve families throughout Lincoln County as well as visiting families from Oregon, Washington, California, and even Nevada. Kristi

Q. Could you add daycare and teenage services with expansion?

A. There could be a possibility to add extra ages which would need different licensing. Nicole

We are licensed for 60 children per day from age 3 –12 from 8:15-6PM. I plan to expand to offer childcare for preschool families after the normal preschool day in a separate classroom as well as add daytime care for homeschool families until the After School Program begins each day. I would build our care around our current licensing guidelines and once those programs are running smoothly, possibly look at teen services in the future. Kristi

Q. How much does YYFAP pay the city in rent?

A. throughout the school year: \$1,071.64 monthly

Summer Program: in discussions currently Kristi

Q. How much does the city contribute to YYFAP?

A. \$30,000 Annually

Q. How much does the city contribute to all non-profits that are assets to the city?

In fiscal year 2024-2025:

- \$25,000- Cape Perpetua Collaborative
- \$25,000- View the Future
- \$20,000- Yachats Community Collaborative
- \$6,000- Yachats News
- \$3,000- Wild Things Event
- \$500- Yachats Pride

Q. What can be funded and not funded by this grant if received?

A. Allowable Grant Fund Expenditures (Spending) The following list provides examples of allowable uses of grant funds. This is not a comprehensive list.

- Predevelopment and planning costs
- Architectural drawings and plans
- Direct project management costs
- System Development Charges
- Construction activities and contingencies
- Water leak mitigation and plumbing
- Electrical work, earthquake retrofits or fire suppression systems
- Americans with Disabilities Act or green building standard upgrades
- Heating, ventilation and air conditioning systems that are permanently installed

- Air purification or filtration systems that are permanently installed
 - Hazard testing and mitigation
 - Demolition
 - Modular units
 - Classroom updates or refresh such as painting
 - Playground and outdoor upgrades that are fixed and immovable
 - Real property acquisition to establish a childcare facility that is not used as a private domicile
- Unallowable Grant Fund Expenditures (Spending) Unallowable expenditures are expenditures that are not fixed and immovable assets.

The following costs are not allowable uses of Child Care Infrastructure Grant Funds. This is not a comprehensive list.

- Acquisition of a home or Accessory Dwelling Unit (ADU) to be used as a private domicile
- Project or childcare facility operating or maintenance expenses
- Minor Renovation and/or Repairs, New Construction or Major Renovation, and Real Property Acquisition projects totaling less than \$20,000
- Overhead or indirect costs (such as utilities, office supplies, etc.)
- Classroom furnishings, items for curriculum use, or unfixed, moveable equipment (such as bookshelves, chairs, tables, etc.)
- Consumables or items with short lifespans (such as paper, food, drinks, etc.)
- Costs connected to contractor claims against the Applicant
- Costs for construction activities that were not performed by a contractor licensed by the Oregon Construction Contractors Board (CCB) and the Oregon Corporate Division
- Insurance
- Internet provider costs
- Rent or lease payments
- Fines or penalties incurred by the violation of federal, state, or local laws, or ordinances and regulations
- Legal fees and costs

- Marketing
- Training or apprenticeship costs
- Relocation or moving costs
- Purchase or lease of vehicles
- Start up costs, including operations/staff salaries
- Technology systems (computers, phones, media devices)
- Travel or per diem expenses
- Costs incurred for work completed prior to receiving an award, e.g. pre award cost
- Toys or other instructional items
- Infrastructure projects that are not directly related to the design, repair, remodel, construction, or purchase of childcare related activities. For example, request to support the construction of a community center where part of the request would be to fund the construction of a second floor not related to childcare.

Q. What are the grant guidelines?

A. Project Specific Requirements:

New Construction or Major Renovation (awards between \$100,001 and \$2,000,000)

Applicants seeking more than \$100,000 for new construction or major renovation must be able to provide care for children within 180 days of project or facility completion. In addition to the general project requirements listed above, applicants must submit the following components and attachments: Page 18 of 32

A. A description of the purpose of the proposed project, including the problem or opportunity the Applicant is facing that creates the need for the project;

B. A description of the proposed solution or response to the problem or opportunity, including how it will expand or preserve childcare in Oregon;

C. A description of how the proposed project meets the needs of their community;

D. A detailed project description that clearly describes all proposed project work to be accomplished, including project milestones for which grant funding is requested;

E. A detailed project budget, including a minimum of two contractor bids. The budget must list the individual project budget line items;

F. A project work plan, listing the significant project activity milestones by estimated start and completion dates;

G. A detailed map showing the location of the project, including tax lots/parcels, zoning designations, etc.; include permits and conditional zoning use if applicable.

H. Plans and specifications for the project or preliminary architectural/engineering/planning work or the study conducted to determine the feasibility of the project that has been completed for the proposed facility/improvements. If including planning work in your request for funding, please submit a bid from the architect or engineer performing the work;

I. If required, documentation from the city or county planning agency or tribal planning office that indicates the project is consistent with the acknowledged local comprehensive plan and land use regulations. This information must include, where applicable, identification of any land use related requirements that will affect the project's readiness to proceed immediately upon award of funding assistance and execution of an award contract;

J. Attestation of property ownership.

Required Additional Attachments will vary based on project and applicant type and may include the following:

- Project design
- Contractor bids (minimum two)
- Central Background Registry documentation

Funding letters of commitment

- Documentation of appropriate zoning or progress to obtain a Conditional use Permit
- City/building permits and licenses
- Comparative Market Analysis or property appraisal
- If the applicant is a non-profit with tax-exempt status, they must give proof of their 501(c)(3) or 501(c)(5) status. Applicants who have applied to become nonprofits with the Internal Revenue Service may submit proof of application

- Site plan, floor plans, general scope of work and a preliminary estimate of probable development and construction costs

Recipient Responsibilities & Agreements: If awarded, recipients will be asked to submit “before” photos of the project site at their facility at the time of contract execution. Photos must not contain identifiable images of children. Applicants must submit no more than 10 photos. Examples of requested photos include:

- a. Site where construction will occur
- b. Projects that are in process
- c. Renderings of completed project

Service & Continued Use Requirements: Child Care Infrastructure Grants Awards \$300,000 - \$2,000,000 – Must provide services at the funded project site for a minimum of 10 years following full completion of project activities

Monitoring and Close Out Requirements: Applicants will be required to document their grant funds expenditures, ensuring funds are used for eligible costs before the grant completion deadline. Documentation must be submitted to OBDD for review and approval. Projects are subject to OBDD inspection. OBDD will also monitor the project periodically throughout the project period. The level of monitoring will vary based on the amount of funds awarded. Monitoring may occur via several methods, including but not limited to self-reporting, desktop monitoring, or site visit monitoring. All grant recipients must agree to OBDD monitoring of the project and must respond to monitoring requests within 5 business days. Typical monitoring activities are described below:

Applicants receiving awards between \$100,001 and \$2,000,000: Grant recipients must submit progress reports each quarter during the project period, providing the following:

- How much of the award funding has been spent?
- What progress has been made toward the completion of the project? Include a brief summary of the project to date (500 words or less).
- Is the project on schedule? If not on schedule, why?
- Receipts of the grant funds expended

- What issues you have encountered that have helped you (successes) or have delayed you (challenges)?

- Photographs of the project in process (Limit five photographs).

- Suggestions for improvement to the grant process, and any other pertinent information you would like to share with us. OBDD may schedule follow-up phone calls as needed to monitor progress.

Project Closeout: At project close out, Applicants must submit the following documentation to OBDD as proof that they have completed their project and have spent the grant funds as stipulated in their contract.

- Copies of receipts (or other documentation documenting) that grant funds were spent only on grant related activities;

- Photos of the completed project; and

- A brief (500 words or less) statement on the impact the grant funds had on your program.

Miscellaneous Grant Requirements: Grant recipient will be required to:

(1) Return all unused grant funds to OBDD within 30 days of project completion or the completion deadline;

(2) Seek support and guidance as needed;

(3) Maintain proper business records;

(4) File federal, state and local taxes; a. All grant funds received are considered taxable income please consult with a tax professional to understand your tax liability.

(5) Comply with all applicable local, state and federal laws, rules and regulations including but not limited to ORS 329A.720-732 (Early Learning and Care Infrastructure Funding) and OAR Chapter 123, Division 700 (Child Care Infrastructure Fund Program); and (6) Maintain required insurance during the term of the grant.

Q. How would the engineering and architecture be paid for? Is that covered in the grant if we have the concept plans, etc.

A. Yes, the grant will cover the cost.



City Council Regular Meeting
Meeting Date: September 17, 2025

ITEM TITLE: Lincoln County Sheriff's Report

DISCUSSION/BACKGROUND/ISSUE:

The Cities of Yachats and Waldport have been sharing a full-time sheriff's deputy contract for the fiscal year 2025-20256. This arrangement allows Yachats to have a consistent deputy who builds relationships, gets to know the community's residents, monitors traffic patterns, and enforces speed limits.

Deputy Brawdy has been doing an excellent job in Yachats, actively stopping speeders. We've had several instances where the City Manager was able to call or message him, and he was able to quickly assist the City or send a South County Sheriff Deputy to help.

[August Activity Report- Brawdy](#)

FISCAL IMPACT:

Annual part-time contract split with the City of Waldport, \$95,000

RELEVANCE TO 2025 COUNCIL GOALS:

1. Achieve water sustainability
2. Provide safe access to and use of city infrastructure, trails, and parks
3. Identify ways to expand the housing supply and diversify housing options
4. Environmentally aware in all we do

5. Effectively manage and plan for the city's financial needs
6. Deliver efficient, effective, transparent municipal services
7. Synchronize and update city policies and administrative rules.

PREPARED BY:

Bobbi Price, City Manager

Call Type	Call Type Description	Address	Call Date/Time	Venue	Source
SUSVEH1	SUSPICIOUS VEHICLE	ELK MOUNTAIN RD / HANLEY DR	8/1/2025 9:49	YACHATS	Field Initiated
CRIME3	MISCELLANEOUS CRIME	1109 KING ST	8/1/2025 13:23	YACHATS	Phone
SUSVEH4	SUSPICIOUS VEHICLE	CHIEF ALBERT DR / ELK MOUNTAIN RD	8/1/2025 14:59	YACHATS	Field Initiated
THEFT3	THEFT OF PROPERTY	194 NE CRABAPPLE DR	8/1/2025 15:29	YACHATS	Phone
TRF	TRAFFIC STOP	1450 S CRESTLINE DR	8/1/2025 16:54	WALDPORT	Field Initiated
HARASS3	HARASSMENT	385 NE GRANT ST 4	8/5/2025 15:55	WALDPORT	Phone
COMEVT	COMMUNITY EVENT	125 NE ALSEA HW	8/5/2025 16:46	WALDPORT	Field Initiated
CITCON	CITIZEN CONTACT	NW BAYSHORE LP / NW BAYSHORE DR	8/5/2025 17:02	WALDPORT	Phone
FOLLUP	FOLLOW UP	1330 NW PACIFIC COAST HW 43	8/6/2025 3:06	WALDPORT	Phone
THEFT3	THEFT OF PROPERTY	641 HIGHWAY 101 N	8/6/2025 3:13	YACHATS	911
AREACK	AREA CHECK	465 SW STARR ST	8/6/2025 8:48	WALDPORT	Field Initiated
FIR	FIELD INTERROGATION REPORT	100 SW MAPLE ST	8/6/2025 8:51	WALDPORT	Field Initiated
TRF	TRAFFIC STOP	230 SW HIGHWAY 101	8/6/2025 9:18	WALDPORT	Field Initiated
ORDVIO3	ORDINANCE VIOLATION	S CRESTLINE DR / SW KATHLEEN ST	8/6/2025 10:02	WALDPORT	Phone
CITCON	CITIZEN CONTACT	169 NE ALSEA HW	8/6/2025 10:25	WALDPORT	Field Initiated
TRF	TRAFFIC STOP	2000 S CRESTLINE DR	8/6/2025 10:39	WALDPORT	Field Initiated
TRF	TRAFFIC STOP	SW MAPLE ST / SW HIGHWAY 101	8/6/2025 11:01	WALDPORT	Field Initiated
NOISE	NOISE COMPLAINT	180 SE SALMON ST	8/6/2025 11:09	WALDPORT	Phone
CITCON	CITIZEN CONTACT	248 NW CEDAR ST	8/6/2025 11:52	WALDPORT	Field Initiated
ORDVIO4	ORDINANCE VIOLATION	460 SW STARR ST	8/6/2025 11:59	WALDPORT	Field Initiated
DOMDIS1	DOMESTIC DIST1	SW PACIFIC VIEW DR / SW STARR ST	8/6/2025 14:28	WALDPORT	911
SUSVEH3	SUSPICIOUS VEHICLE	100 SW WAKONDA BEACH RD	8/6/2025 15:49	WALDPORT	Field Initiated
CKWELF	WELFARE CHECK	960 NE COMMERCIAL ST	8/6/2025 16:41	WALDPORT	Phone
CITCON	CITIZEN CONTACT	442 HIGHWAY 101 N	8/7/2025 6:43	YACHATS	Field Initiated
TRF	TRAFFIC STOP	OCEAN VIEW DR / HIGHWAY 101 N	8/7/2025 7:40	YACHATS	Field Initiated
TRF	TRAFFIC STOP	HIGHWAY 101 N / DIVERSITY DR	8/7/2025 8:02	YACHATS	Field Initiated
TRF	TRAFFIC STOP	HIGHWAY 101 N / 5TH ST	8/7/2025 8:14	YACHATS	Field Initiated
AOAOSP	ASSIST OSP	1265 HIGHWAY 101 S	8/7/2025 8:30	YACHATS	Field Initiated
AREACK	AREA CHECK	610 LEMWICK LN	8/7/2025 9:32	YACHATS	Field Initiated
TRF	TRAFFIC STOP	HIGHWAY 101 N / E 3RD ST	8/7/2025 9:48	YACHATS	Field Initiated
ALRMA	AUDIBLE ALARM	1095 OCEAN VIEW DR	8/7/2025 10:55	YACHATS	Phone
AREACK	AREA CHECK	100 YACHATS OCEAN RD	8/7/2025 11:06	YACHATS	Field Initiated
TRF	TRAFFIC STOP	HIGHWAY 101 N / 8TH ST	8/7/2025 11:31	YACHATS	Field Initiated
TRF	TRAFFIC STOP	110 SW HIGHWAY 101	8/7/2025 12:26	WALDPORT	Field Initiated
FIR	FIELD INTERROGATION REPORT	492 HIGHWAY 101 N	8/7/2025 13:24	YACHATS	Field Initiated

DRIVING	DRIVING COMPLAINT	3839 SOUTH BEAVER CREEK RD	8/7/2025 16:13	WALDPORT	Phone
SUSACT3	SUSPICIOUS ACTIVITY	828 SW PACIFIC COAST HW	8/8/2025 10:37	WALDPORT	Phone
FOLLUP	FOLLOW UP	220 NW SPRING ST	8/8/2025 12:02	WALDPORT	Field Initiated
DUII	DRIVING UNDER INFLUENCE OF INTOXICANTS	2400 HIGHWAY 101 N	8/8/2025 12:28	YACHATS	911
AREACK	AREA CHECK	100 OCEAN VIEW DR	8/8/2025 15:48	YACHATS	Field Initiated
AREACK	AREA CHECK	802 KING ST	8/8/2025 15:51	YACHATS	Field Initiated
AREACK	AREA CHECK	1148 HORIZON HILL RD	8/8/2025 15:55	YACHATS	Field Initiated
AREACK	AREA CHECK	404 AQUA VISTA LP	8/8/2025 16:01	YACHATS	Field Initiated
TRF	TRAFFIC STOP	935 HIGHWAY 101 N	8/8/2025 16:15	YACHATS	Field Initiated
ORDVIO3	ORDINANCE VIOLATION	HIGHWAY 101 N / NE VINGIE ST	8/9/2025 9:19	YACHATS	Phone
TRF	TRAFFIC STOP	NW HIGHWAY 101 / NW HEMLOCK ST	8/9/2025 9:56	WALDPORT	Field Initiated
CIVIL2	CIVIL COMPLAINT	461 NE BRUBAKER ST	8/9/2025 11:14	YACHATS	Field Initiated
TRFASS	TRAFFIC ASSIST/TRAFFIC HAZARD	3255 SW PACIFIC COAST HW	8/9/2025 11:47	WALDPORT	Field Initiated
TRF	TRAFFIC STOP	NE ALSEA HW / N BAY ST	8/9/2025 13:05	WALDPORT	Field Initiated
CIVIL2	CIVIL COMPLAINT	4173 E ALSEA HW	8/9/2025 14:11	WALDPORT	Field Initiated
TRF	TRAFFIC STOP	NW HEMLOCK ST / NW MAPLE ST	8/13/2025 8:37	WALDPORT	Field Initiated
CKWELF	WELFARE CHECK	2448 E ALSEA HW	8/13/2025 8:59	WALDPORT	Phone
GRAF	GRAFFITI	1370 S CRESTLINE DR	8/13/2025 9:50	WALDPORT	Field Initiated
AREACK	AREA CHECK	1260 NE BROADWAY ST	8/13/2025 11:46	WALDPORT	Field Initiated
AREACK	AREA CHECK	300 NE CRESTLINE DR	8/13/2025 11:49	WALDPORT	Field Initiated
AREACK	AREA CHECK	1212 NW PACIFIC COAST HW	8/13/2025 12:00	WALDPORT	Field Initiated
TRF	TRAFFIC STOP	127 NW HIGHWAY 101	8/13/2025 13:01	WALDPORT	Field Initiated
TRF	TRAFFIC STOP	NW HEMLOCK ST / NW CEDAR ST	8/13/2025 14:29	WALDPORT	Field Initiated
AREACK	AREA CHECK	409 YACHATS OCEAN RD	8/14/2025 7:19	YACHATS	Field Initiated
TRF	TRAFFIC STOP	YACHATS OCEAN RD / HIGHWAY 101 S	8/14/2025 8:04	YACHATS	Field Initiated
HANGUP	E911 HANGUP	430 HIGHWAY 101 S	8/14/2025 8:10	YACHATS	911
AREACK	AREA CHECK	610 LEMWICK LN	8/14/2025 8:41	YACHATS	Field Initiated
TRF	TRAFFIC STOP	HIGHWAY 101 N / W 6TH ST	8/14/2025 8:57	YACHATS	Field Initiated
TRF	TRAFFIC STOP	199 HIGHWAY 101 S	8/14/2025 9:38	YACHATS	Field Initiated
PREMCK	PREMISE CHECK	1025 YACHATS RIVER RD	8/14/2025 11:04	YACHATS	Field Initiated
COMEVT	COMMUNITY EVENT	280 4TH ST	8/14/2025 12:11	YACHATS	Field Initiated
TRF	TRAFFIC STOP	HIGHWAY 101 N / PROSPECT AV	8/14/2025 13:25	YACHATS	Field Initiated
CRASH1	CRASH1	SW BREAKERS DR / SW PACIFIC COAST HW	8/14/2025 13:45	WALDPORT	911
MSG	MESSAGE CAD	125 NW ALSEA HW	8/14/2025 16:17	WALDPOPRT	Phone
TRF	TRAFFIC STOP	HIGHWAY 101 S / REEVES CR	8/15/2025 7:37	YACHATS	Field Initiated
HARASS3	HARASSMENT	180 SE SALMON ST	8/15/2025 7:53	WALDPORT	911

AREACK	AREA CHECK	100 OCEAN VIEW DR	8/15/2025 7:56	YACHATS	Field Initiated
TRF	TRAFFIC STOP	HIGHWAY 101 N / PROSPECT AV	8/15/2025 8:25	YACHATS	Field Initiated
AREACK	AREA CHECK	222 HORIZON HILL RD	8/15/2025 8:40	YACHATS	Field Initiated
AREACK	AREA CHECK	1041 HANLEY DR	8/15/2025 8:44	YACHATS	Field Initiated
TRF	TRAFFIC STOP	HIGHWAY 101 N / E 6TH ST	8/15/2025 8:59	YACHATS	Field Initiated
TRF	TRAFFIC STOP	HIGHWAY 101 N / PROSPECT AV	8/15/2025 9:16	YACHATS	Field Initiated
TRF	TRAFFIC STOP	HIGHWAY 101 N / PROSPECT AV	8/15/2025 9:24	YACHATS	Field Initiated
TRF	TRAFFIC STOP	HIGHWAY 101 S / CAPE RANCH RD	8/15/2025 9:30	YACHATS	Field Initiated
TRF	TRAFFIC STOP	HIGHWAY 101 S / CAPE RANCH RD	8/15/2025 9:39	YACHATS	Field Initiated
THEFT3	THEFT OF PROPERTY	1330 NW PACIFIC COAST HW	8/15/2025 10:39	WALDPORT	Phone
MSG	MESSAGE CAD	125 NW ALSEA HW	8/15/2025 12:30	WALDPORT	Phone
TRF	TRAFFIC STOP	HIGHWAY 101 N / PROSPECT AV	8/15/2025 13:15	YACHATS	Field Initiated
AREACK	AREA CHECK	1521 KING ST	8/15/2025 13:29	YACHATS	Field Initiated
TRF	TRAFFIC STOP	HIGHWAY 101 N / PROSPECT AV	8/15/2025 13:42	YACHATS	Field Initiated
SUSPER1	SUSPICIOUS PERSON	251 HIGHWAY 101 N	8/15/2025 14:16	YACHATS	Phone
TRF	TRAFFIC STOP	HIGHWAY 101 S / REEVES CR	8/15/2025 14:46	YACHATS	Field Initiated
CKWELF	WELFARE CHECK	1353 SW PACIFIC COAST HW	8/15/2025 14:49	WALDPORT	Phone
TRF	TRAFFIC STOP	900 SW RANGE DR	8/15/2025 16:43	WALDPORT	Field Initiated
FOLLUP	FOLLOW UP	180 SW HIGHWAY 101	8/16/2025 8:32	WALDPORT	Field Initiated
AREACK	AREA CHECK	407 NE WALDPORT HEIGHTS DR	8/16/2025 8:58	WALDPORT	Field Initiated
TRF	TRAFFIC STOP	380 NW HEMLOCK ST	8/16/2025 9:37	WALDPORT	Field Initiated
AREACK	AREA CHECK	323 NW MAPLE ST	8/16/2025 9:43	WALDPORT	Field Initiated
TRF	TRAFFIC STOP	2200 S CRESTLINE DR	8/16/2025 10:06	WALDPORT	Field Initiated
AREACK	AREA CHECK	435 SW STARR ST	8/16/2025 10:56	WALDPORT	Field Initiated
TRF	TRAFFIC STOP	276 SW MAPLE ST	8/16/2025 10:57	WALDPORT	Field Initiated
AREACK	AREA CHECK	378 NW CEDAR ST	8/16/2025 11:00	WALDPORT	Field Initiated
TRF	TRAFFIC STOP	S CRESTLINE DR / SW RANGE DR	8/16/2025 11:47	WALDPORT	Field Initiated
THEFT3	THEFT OF PROPERTY	955 NE MILL ST C18	8/16/2025 12:39	WALDPORT	Phone
ANIMAL1	ANIMAL COMPLAINT	210 SE SALMON ST	8/16/2025 12:51	WALDPORT	Phone
FOLLUP	FOLLOW UP	655 SW STARR ST	8/16/2025 13:03	WALDPORT	Field Initiated
AOA	ASSIST OTHER AGENCY	3000 S CRESTLINE DR	8/16/2025 13:41	WALDPORT	Phone
ANIMAL1	ANIMAL COMPLAINT	610 LEMWICK LN	8/16/2025 14:40	YACHATS	Phone
FOLLUP	FOLLOW UP	180 SW HIGHWAY 101	8/16/2025 14:43	WALDPORT	Field Initiated
ANIMAL1	ANIMAL COMPLAINT	365 NE EDGECLIFF DR	8/16/2025 16:23	WALDPORT	Phone
CIVIL2	CIVIL COMPLAINT	325 SW PACIFIC VIEW ST	8/18/2025 10:49	WALDPORT	Field Initiated
CIVIL1	CIVIL COMPLAINT/PROBLEM	330 SW PACIFIC VIEW ST	8/18/2025 10:55	WALDPORT	Phone

AREACK	AREA CHECK	455 SW STARR ST	8/18/2025 11:05	WALDPORT	Field Initiated
FIR	FIELD INTERROGATION REPORT	435 SW STARR ST	8/18/2025 11:16	WALDPORT	Field Initiated
TRF	TRAFFIC STOP	HIGHWAY 101 S / YACHATS OCEAN RD	8/18/2025 11:44	YACHATS	Field Initiated
FIR	FIELD INTERROGATION REPORT	125 NW ALSEA HW	8/18/2025 12:34	WALDPORT	Field Initiated
ORDVIO2	ORDINANCE VIOLATION	270 5TH ST	8/18/2025 13:59	YACHATS	Field Initiated
FIR	FIELD INTERROGATION REPORT	424 W 3RD ST	8/18/2025 14:12	YACHATS	Field Initiated
TRF	TRAFFIC STOP	515 SW RANGE DR	8/18/2025 16:51	WALDPORT	Field Initiated
AREACK	AREA CHECK	376 NW CEDAR ST	8/20/2025 7:49	WALDPORT	Field Initiated
AREACK	AREA CHECK	1260 NE BROADWAY ST	8/20/2025 7:52	WALDPORT	Field Initiated
ORDVIO2	ORDINANCE VIOLATION	455 SW STARR ST	8/20/2025 8:36	WALDPORT	Phone
AREACK	AREA CHECK	1542 SE RIO VISTA DR	8/20/2025 11:03	WALDPORT	Field Initiated
AREACK	AREA CHECK	291 SW DAHL AV	8/20/2025 11:21	WALDPORT	Field Initiated
FRAUD3	FRAUDULENT DOCUMENT	580 NE BROADWAY ST	8/20/2025 11:31	WALDPORT	Phone
FIR	FIELD INTERROGATION REPORT	719 SW PACIFIC COAST HW	8/20/2025 11:32	WALDPORT	Field Initiated
COMEVT	COMMUNITY EVENT	441 HIGHWAY 101 N	8/20/2025 12:36	YACHATS	Field Initiated
BURG3	BURGLARY	1685 HIGHWAY 101 N	8/20/2025 16:12	YACHATS	Field Initiated
TRF	TRAFFIC STOP	HIGHWAY 101 N / W 3RD ST	8/21/2025 6:52	YACHATS	Field Initiated
TRF	TRAFFIC STOP	HIGHWAY 101 N / E 6TH ST	8/21/2025 7:27	YACHATS	Field Initiated
AREACK	AREA CHECK	400 YACHATS OCEAN RD	8/21/2025 8:59	YACHATS	Field Initiated
TRF	TRAFFIC STOP	652 HIGHWAY 101 N	8/21/2025 9:11	YACHATS	Field Initiated
TRF	TRAFFIC STOP	HIGHWAY 101 N / 4TH ST	8/21/2025 9:26	YACHATS	Field Initiated
AREACK	AREA CHECK	200 HORIZON HILL RD	8/21/2025 9:44	YACHATS	Field Initiated
ILPARK	ILLEGAL PARKING	DRIFTWOOD LN / MARINE DR	8/21/2025 9:56	YACHATS	Field Initiated
TRF	TRAFFIC STOP	HIGHWAY 101 N / PROSPECT AV	8/21/2025 10:21	YACHATS	Field Initiated
HITRUN3	HITRUN3	969 HIGHWAY 101 N	8/21/2025 10:30	YACHATS	Field Initiated
TRF	TRAFFIC STOP	HIGHWAY 101 S / YACHATS OCEAN RD	8/21/2025 11:01	YACHATS	Field Initiated
FNDPRO	FOUND PROPERTY	OCEAN VIEW DR / W 2ND ST	8/21/2025 11:18	YACHATS	Phone
STLVEH3	STOLEN VEHICLE	101 DIVERSITY DR B6	8/21/2025 11:46	YACHATS	Phone
FIR	FIELD INTERROGATION REPORT	485 N BAY ST	8/21/2025 12:56	WALDPORT	Field Initiated
TRF	TRAFFIC STOP	HIGHWAY 101 N / E 2ND ST	8/21/2025 13:32	YACHATS	Field Initiated
TRF	TRAFFIC STOP	HIGHWAY 101 N / PROSPECT AV	8/21/2025 14:20	YACHATS	Field Initiated
TRF	TRAFFIC STOP	HIGHWAY 101 N / PROSPECT AV	8/21/2025 14:32	YACHATS	Field Initiated
TRF	TRAFFIC STOP	HIGHWAY 101 S / REEVES CR	8/21/2025 14:50	YACHATS	Field Initiated
TRF	TRAFFIC STOP	HIGHWAY 101 N / DIVERSITY DR	8/21/2025 15:10	YACHATS	Field Initiated
TRF	TRAFFIC STOP	HIGHWAY 101 N / W 3RD ST	8/21/2025 15:19	YACHATS	Field Initiated
TRF	TRAFFIC STOP	HIGHWAY 101 N / OCEAN VIEW DR	8/21/2025 15:57	YACHATS	Field Initiated

TRF	TRAFFIC STOP	W 3RD ST / HIGHWAY 101 N	8/22/2025 7:12	YACHATS	Field Initiated
TRF	TRAFFIC STOP	HIGHWAY 101 N / DIVERSITY DR	8/22/2025 7:29	YACHATS	Field Initiated
TRF	TRAFFIC STOP	231 HIGHWAY 101 N	8/22/2025 7:37	YACHATS	Field Initiated
ORDVIO1	ORDINANCE VIOLATION	348 4TH ST	8/22/2025 8:00	YACHATS	Field Initiated
AREACK	AREA CHECK	852 DRIFTWOOD LN	8/22/2025 8:07	YACHATS	Field Initiated
AREACK	AREA CHECK	100 OCEAN VIEW DR	8/22/2025 8:10	YACHATS	Field Initiated
TRF	TRAFFIC STOP	935 HIGHWAY 101 N	8/22/2025 8:17	YACHATS	Field Initiated
TRF	TRAFFIC STOP	LORI LN / HIGHWAY 101 N	8/22/2025 8:39	YACHATS	Field Initiated
TRF	TRAFFIC STOP	HIGHWAY 101 N / W 7TH ST	8/22/2025 8:51	YACHATS	Field Initiated
TRF	TRAFFIC STOP	100 NORTH YACHATS RIVER RD	8/22/2025 8:58	YACHATS	Field Initiated
TRF	TRAFFIC STOP	W 2ND ST / BEACH AV	8/22/2025 9:19	YACHATS	Field Initiated
TRF	TRAFFIC STOP	935 HIGHWAY 101 N	8/22/2025 9:42	YACHATS	Field Initiated
TRF	TRAFFIC STOP	501 HIGHWAY 101 N	8/22/2025 10:11	YACHATS	Field Initiated
TRF	TRAFFIC STOP	LORI LN / HIGHWAY 101 N	8/22/2025 12:01	YACHATS	Field Initiated
AREACK	AREA CHECK	100 COMBS CR	8/22/2025 12:06	YACHATS	Field Initiated
MISPRO3	MISSING PROPERTY	265 N BAY ST	8/22/2025 12:32	WALDPORT	Phone
TRF	TRAFFIC STOP	1605 HIGHWAY 101 N	8/22/2025 13:24	YACHATS	Field Initiated
TRF	TRAFFIC STOP	KING ST / HIGHWAY 101 N	8/22/2025 13:27	YACHATS	Field Initiated
TRESP3	TRESPASSING	195 SE SALMON ST	8/22/2025 15:19	WALDPORT	Phone
FIR	FIELD INTERROGATION REPORT	310 SW HIGHWAY 101	8/23/2025 6:20	WALDPORT	Field Initiated
FIR	FIELD INTERROGATION REPORT	COMMERCIAL/HEMLOCK	8/23/2025 11:15	WALDPORT	Field Initiated
TRF	TRAFFIC STOP	NW CEDAR ST / SW STARR ST	8/23/2025 11:24	WALDPORT	Field Initiated
SUSACT2	SUSPICIOUS ACTIVITY	780 SE BALL BV	8/23/2025 11:45	WALDPORT	Phone
TRF	TRAFFIC STOP	NW PACIFIC COAST HW / N BAYVIEW RD	8/23/2025 12:25	WALDPORT	Field Initiated
TRF	TRAFFIC STOP	564 NW SPRING ST	8/23/2025 14:04	WALDPORT	Field Initiated
TRF	TRAFFIC STOP	110 SW HIGHWAY 101	8/23/2025 14:12	WALDPORT	Field Initiated
BURG3	BURGLARY	357 MARINE DR	8/23/2025 14:27	YACHATS	Phone
SUSACT3	SUSPICIOUS ACTIVITY	1212 NW PACIFIC COAST HW	8/23/2025 15:08	WALDPORT	Phone
TRESP1	TRESPASSING	S CRESTLINE DR / SW WAKONDA BEACH RD	8/23/2025 15:26	WALDPORT	Phone
CRASH2	CRASH2	2448 E ALSEA HW	8/23/2025 16:35	WALDPORT	Field Initiated
AREACK	AREA CHECK	300 NE CRESTLINE DR	8/27/2025 7:13	WALDPORT	Field Initiated
AREACK	AREA CHECK	1100 NE BROADWAY ST	8/27/2025 7:15	WALDPORT	Field Initiated
TRF	TRAFFIC STOP	1600 S CRESTLINE DR	8/27/2025 9:13	WALDPORT	Field Initiated
TRF	TRAFFIC STOP	S CRESTLINE DR / SW RANGE DR	8/27/2025 9:54	WALDPORT	Field Initiated
CITCON	CITIZEN CONTACT	600 NE ALSEA HW	8/27/2025 10:03	WALDPORT	Field Initiated
TRF	TRAFFIC STOP	SW RANGE DR / SW TARA LN	8/27/2025 10:35	WALDPORT	Field Initiated

TRF	TRAFFIC STOP	580 NE BROADWAY ST	8/27/2025 11:10	WALDPORT	Field Initiated
FIR	FIELD INTERROGATION REPORT	850 NE ALSEA HW	8/27/2025 11:30	WALDPORT	Field Initiated
TRF	TRAFFIC STOP	SW PACIFIC COAST HW / SW WAZIYATA AV	8/27/2025 14:25	WALDPORT	Field Initiated
TRF	TRAFFIC STOP	SW CEDAR ST / S CRESTLINE DR	8/28/2025 6:27	WALDPORT	Field Initiated
TRF	TRAFFIC STOP	935 HIGHWAY 101 N	8/28/2025 7:41	YACHATS	Field Initiated
TRF	TRAFFIC STOP	935 HIGHWAY 101 N	8/28/2025 7:50	YACHATS	Field Initiated
AREACK	AREA CHECK	100 YACHATS OCEAN RD	8/28/2025 8:24	YACHATS	Field Initiated
AREACK	AREA CHECK	200 HORIZON HILL RD	8/28/2025 8:40	YACHATS	Field Initiated
TRF	TRAFFIC STOP	HIGHWAY 101 N / OCEAN VIEW DR	8/28/2025 9:00	YACHATS	Field Initiated
TRF	TRAFFIC STOP	W 2ND ST / BEACH AV	8/28/2025 9:14	YACHATS	Field Initiated
TRF	TRAFFIC STOP	HIGHWAY 101 S / WINDY WY	8/28/2025 10:39	YACHATS	Field Initiated
TRF	TRAFFIC STOP	HIGHWAY 101 S / SHELL ST	8/28/2025 10:48	YACHATS	Field Initiated
TRF	TRAFFIC STOP	HIGHWAY 101 N / PROSPECT AV	8/28/2025 14:17	YACHATS	Field Initiated
TRF	TRAFFIC STOP	HIGHWAY 101 N / MARINE DR	8/28/2025 14:33	YACHATS	Field Initiated
TRF	TRAFFIC STOP	935 HIGHWAY 101 N	8/28/2025 14:47	YACHATS	Field Initiated
ORDVIO1	ORDINANCE VIOLATION	166 DIVERSITY DR	8/28/2025 15:00	YACHATS	Field Initiated
TRF	TRAFFIC STOP	100 CAPE RANCH RD	8/28/2025 15:27	YACHATS	Field Initiated
CITCON	CITIZEN CONTACT	2421 SE SHASTA WY	8/28/2025 15:32	WALDPORT	Phone
ORDVIO4	ORDINANCE VIOLATION	136 DIVERSITY DR	8/29/2025 8:45	YACHATS	Phone



CITY OF YACHATS
EMERGENCY PREPAREDNESS COMMITTEE
DRAFT MEETING SUMMARY MINUTES
City Hall, 441 Hwy 101 N, OR 97498
Monday, August 4, 2025

- I. Call to Order Emergency Preparedness Meeting 2:00 pm**
II. Roll Call

Committee Members	P/A
Linn West, Chair	P
Don Groth	A
Drew Roslund	A
Kathryn Torrence	P
Mary Reeves	P
Kathy McCulloch	A
Susan Oppenheimer	A
Seve Oppenheimer	A
Jill Asch	A
Tom Rafalski	P

Staff Members	
Kimmie Jackson, Recorder	Neal Morphis, City Infrastructure Clerk

III. Announcements / Correspondence

The Committee discussed the recent tsunami alert and ongoing water rationing. Kimmie emphasized the importance of preparedness and encouraged residents to use the alert as a reminder to review their emergency plans. The group debated the effectiveness of the alert system and the potential for tsunami damage without local ground shaking. While no immediate action was required, members agreed that continued awareness and preparedness efforts remain essential. Member Kathryn Torrence will prepare an article on this subject.

IV. Citizens' Concerns

- a. None

V. Reports

- a. Fire Dept Report – None
b. Finance Report – No report provided

VII. Current Business

- a. **Status on Mapping (Kathryn):** A detailed 2019 Forest Service map, including roadways, was located. The group discussed contacting the Forest Service to request permission to copy portions of the map for community use.
- b. **Status on Restaurants for Emergency Shelter (Mary):** No progress reported. Mary drafted a newsletter and shared it with Kathy for feedback. The group noted that in-person delivery of information may generate better responses than email outreach.
- c. **Conex Replacement:** Plans are in place to reorganize the Crestview conex, with a cleanup day proposed for **September 10 at 10 a.m.** Activities will be scheduled after Labor Day.
- d. **Article for September Newsletter:** To be written by Katheryn Torrence.

VIII. Ongoing Business

- a. **Audio Alerts for Emergency Events (Tom):** Discussion emphasized the value of audio alerts and siren systems in prompting public action. Members stressed the importance of avoiding false alarms to maintain credibility. Siren system capabilities vary by locality, with some able to automatically link to NOAA alerts. Overall, the Committee emphasized effective and reliable communication.
- b. **Review of Yachats Addendum of Lincoln County NHMP:** The group discussed improving emergency alerts and shared experiences with regular siren testing in other communities. Members also reviewed an updated map and will revisit strategies for sharing this information with the public.
- c. **Red Cross Emergency Simulation – October 9, 2025:** No updates reported.
- d. **Emergency Preparedness Fair:** The Committee agreed to gather information on how and when preparedness fair dates are publicized. Members felt that partnering with existing community events may be more effective than hosting a separate event at this time

Adjourn City Council Meeting 3:23 pm

Minutes prepared by: Kimmie Jackson, Recorder



CITY OF YACHATS
FINANCE COMMITTEE
DRAFT MEETING SUMMARY MINUTES
City Hall, 441 Hwy 101 N, OR 97498
Thursday, August 7, 2025

I. Call to Order

II. Roll Call

Committee Members	P/A
Bobbi Price, City Manager	P
Charles Bame-Aldred	P
Lisa Beck	P
Doug Beck	P

Staff Members	
Bobbi Price, City Manager	Kimmie Jackson, Recorder
Neal Morphis, City Clerk	

Audience
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III. Announcements and Correspondence

- a. None

VI. Citizens' Concerns

- a. None

IV. New Business

- a. The meeting began with **new member onboarding**. The City Manager provided an overview of the advisory nature of the committee, quorum requirements, and compliance with public meeting laws. Members also discussed the committee's role in long-term financial planning, capital improvement projects (CIPs), and providing financial analysis support when requested.
- b. The **Finance Committee ordinance** was reviewed, with discussion emphasizing that members serve in an advisory capacity to the City

Manager and City Council. Members noted the value of leveraging community expertise in financial processes and controls, while reaffirming that decision-making authority rests with the City Council. Key points of discussion included the importance of realistic cost estimates, potential use of municipal bonds for large-scale projects, and the necessity of maintaining adequate reserves.

- c. RFP for Audit Review – The committee then reviewed **two draft Requests for Proposals (RFPs) for external audit services**. Members reviewed two draft RFPs for external audit services and recommended removing unnecessary requirements and prescriptive criteria, ensuring compliance with Oregon Secretary of State standards. Staff will revise and circulate the final draft before posting.

VI. Ongoing Business

- a. CIP Year-end review – Staff presented a **CIP year-end review** with detailed spreadsheets comparing budgeted and actual expenditures across funds. Street and transportation projects generally stayed on budget, with minor overruns offset by grant reimbursements; City Hall renovation and repair projects tracked closely with the budgeted amount; Emergency Preparedness expenditures will be delayed due to pending grants and equipment orders.

Several Parks and Commons projects were deferred pending completion of the Commons Master Plan; however, the O'Neill property acquisition was completed using mitigation funds and will support future boardwalk development. The library expansion advanced significantly, aided by substantial outside contributions. The Little Log Church rehabilitation exceeded original cost projections but remains on track overall. Public Works spending came in under budget in several categories, though many projects will carry forward into the next fiscal year, including significant water system upgrades. A highlight was the acquisition of the Edmonds property, providing storage and water system protection.

Future reports should include a reimbursement column to reflect net spending better and provide a clearer context for the public.

The committee also reviewed the Commons pavilion project, where unforeseen structural issues and code upgrades have increased costs beyond the original allocation, and a supplemental budget will be required. The City Council will determine whether to move forward with the project this fiscal year or defer to the next.

Adjourn City Council Meeting 3:45 pm.

Minutes prepared by: Kimmie Jackson, Recorder



CITY OF YACHATS
PLANNING WORK SESSION & REGULAR
COMMISSION

DRAFT MEETING SUMMARY MINUTES

City Hall, 441 Hwy 101 N, OR 97498

Tuesday, August 19, 2025

WORK SESSION

- I. Planning Work Session Commission Meeting 2:00 pm**
- II. Call to Order**
- III. Roll Call**

Committee Members	P/A
Marc Sakamoto, Chair	P
Craig Hogan	P
Loren Dickinson	P
Mary Aebi, Vice Chair	P
Jolene Gosselin	P

Staff Members	
Bobbi Price, City Manager	Neal Morphis, City Clerk
Dan Fleishman, OCWCOG, Planner (Zoom)	Katherine Guenther, Planner

Work Session

- I. Oregon Noxious Weeds** – Ron Simons provided an update on the invasive plants ordinance, coordinated with Parks and Commons. A sample ordinance was drafted by Craig Birdie based on the prior version, with revisions planned to update the invasive plant list and improve its presentation. A discussion was held on whether to include the plant list within the ordinance or as a separate attachment. Consensus favored keeping it separate for easier updates and accessibility for homeowners. Chair Sakamoto will schedule the revised ordinance for the next agenda.
- II. ADU Code Discussion** – Vice Chair Aebi presented research on parking requirements and incentives for Accessory Dwelling Units (ADUs). She

noted that smaller cities (under 2,500 population) are exempt from some state mandates, allowing more flexibility. Portland offers property tax breaks, though compliance with local regulations is still required. Florence's former program waiving service charges was briefly successful but later discontinued.

- III. Planner Dan Fleishman recommended reducing, rather than waiving, System Development Charges (SDCs) for ADUs, noting their smaller infrastructure impact compared to standard homes. The Commission discussed balancing regulatory requirements with incentives to encourage ADU development

Regular Session

I. Announcements and Correspondence – None

II. Citizens' Concerns

IV. Public Hearings

- a. 3-VAR-PC-25 FLETCHER – The Commission held a public hearing on Jonathan Fletcher's request for a variance to reduce side and rear setbacks in Quiet Water. Staff presented findings, and testimony was received. The Commission found the request met approval criteria. Staff presented the report and recommendation, and public testimony was received. After discussion, the Commission determined the application met the requirements for granting a variance.

Motion:	Commissioner Gosselin moved to approve the variance with conditions, including extending the approval period to two years due to FEMA permitting and Quiet Water Design Review requirements. Seconded by Commissioner Hogan.			
Moved:	Hogan			
Ayes:	Gosselin, Hogan, Aebi, and Sakamoto	Nays: 0	Absent: 0	Abstained: 1
Passed:	4/0/1			

- b. Ornelas Partition Final Plat – The Commission reviewed the final plat for the Cornelius Partition. Staff confirmed that a public hearing had already been held and approval granted in the prior month, so this step was an administrative action.

The Commission reviewed the final plat for the Cornelius Partition, previously approved in a public hearing. This was an administrative action. Ownership was clarified as the *Michael Ornelis Trust*, with *Michael Ornelis as Trustee and applicant*.

The utility easement was shown as five feet; however, the electric utility now requires ten feet. Approval was conditioned to allow adjustment of the easement width. The final plat may be signed no earlier than September 2, after the required 11-day waiting period.

Motion:	Motion: Approve the Ornelas final plat with conditions: 1. Owner identified as <i>Michael Ornelis Trust</i> . 2. Applicant identified as <i>Michael Ornelis, Trustee</i> . 3. Underground utility easement may exceed five feet as shown			
Ayes:	Gosselin, Hogan, Aebi, Dickinson, and Sakamoto	Nays:0	Absent: 0	Abstained:0
Passed:	5/0			

V. Reports

- a. Meeting Summary – No changes
b. Issues List Link – Item 1 is closed.

Adjourn City Council Meeting 4:51 pm
Minutes prepared by Kimmie Jackson, Recorder



CITY OF YACHATS PUBLIC WORKS & STREETS COMMISSION

DRAFT MEETING SUMMARY MINUTES

City Hall, 441 Hwy 101 N, OR 97498

Tuesday, August 12, 2025

- I. Public Works & Streets Commission Meeting 2:00 pm**
- II. Call to Order**
- III. Roll Call**

Committee Members	P/A
Linn West, Chair	P
Don Groth, Vice Chair	P
Alex Cox	P
Bob Bennett	A
James Welch	P
Kevin Erdahl	P
Don Phipps	A

Staff Members	
Bobbi Price, City Manager	Kimmie Jackson, Recorder
	Dave Buckwald, Wastewater Lead

Audience
9

IV. Announcements / Correspondence

- a. None

V. Citizens' Concerns (5-Minute Limit)

- a. None

VI. Reports

- a. Fire Dept Report - (Linn) None
- b. Emergency Preparedness Committee Report - There will be an Emergency Preparedness Fair will be held at the Church of Jesus Christ of Latter-day Saints in Waldport on the 23rd. The event will feature various products and information, similar to last year's event.

The committee has decided not to hold the fair this year but plans one for mid-September next year; Chair West discusses the city's emergency preparedness document, which is currently under review

and contains valuable information on risk levels for various disasters. Additionally, Sea Aire is joining the emergency preparedness group to provide resources, such as wheelchairs and walkers, during evacuation drills for their less mobile residents.

- c. Public Works Report - Dave Buckwald provided updates on current operations and projects. Routine street maintenance and stormwater system inspections are ongoing, and coordination continues with contractors on scheduled improvements. Progress was made on wastewater treatment plant upgrades and on schedule; reviewed upcoming priorities, including pavement repairs, drainage improvements, and pedestrian safety measures.
- d. PW Finance Report - (Don G) Member Groth reviewed current financials for public works projects. Spending is tracking within budgeted amounts; no significant overruns were identified, will continue monitoring capital project expenses and noted that upcoming infrastructure priorities will require careful long-term financial planning.

VII. Current Business

- a. Commissioner Project Reports - Erdahl has not started the street review, but plans to begin walking the streets soon; Cox will evaluate the Code; Welch would like to work on the Street Lights Audit, will need to schedule a meeting with City Manager to move forward. Phipps working with Speed Management Workgroup and reported they are engaging with other cities to learn best practices for speed enforcement and radar cameras; West will be taking on Septic systems, nothing to report at this time.
- b. The operation of the Gimlet gates was discussed. They are rarely closed; it may be more practical to remove them or only close them during the winter months. Safety concerns were noted, particularly regarding icy conditions and access for emergency vehicles.

Chair West emphasized the importance of coordination between Planning and Public Works for reviewing projects to ensure compliance with city codes.

Adjourn Meeting 3:16 pm

Minutes prepared by: Kimmie Jackson, Recorder



**CITY OF YACHATS
CITY COUNCIL
MEETING SUMMARY MINUTES
City Hall, 441 Hwy 101 N, OR 97498
Wednesday, August 20, 2025**

I. Call to order the City Council Meeting at 1:00 pm

II. Roll Call

Council Members	P/A
Craig Berdie, Mayor	P
Mary Ellen O'Shaughnessey	P
Catherine Whitten-Carey	P
Barry Collins	P
Nicole Hedlund	P

Staff Members	
Bobbi Price, City Manager	Kimmie Jackson, Recorder

Audience
24

III. [Announcements /Proclamations/Correspondence](#)

- a. Bird City Proclamation read into the record. Staff was directed to convert this document into a resolution for signatures.

IV. [Public Comments / Citizens' Concerns](#) - Nicole Lippencott announced Sandra Dunn's passing and suggested there be a dedication of the Library to her.

V. [Consent Agenda](#)

Motion:	The motion was made to approve as presented:			
Moved:	O'Shaughnessey			
Ayes:	Collins, Hedlund, Whitten-Carey, O'Shaughnessey, and Berdie	Nays: 0	Absent: 0	Abstained: 0
Passed:	5/0			

VI. New Business

- a. [Lincoln County Property Transfer](#) – Council reviewed documents and Resolution 2025-267, to formally accept the transfer of foreclosed properties from Lincoln County, including parcels affecting Coolidge Lane. This action aligns with the Council's 2025 goals for safe infrastructure access and environmental stewardship.

Moved:	Motion was made to adopt Resolution 2025-267, and become effective after the standard 30-day waiting period			
Moved:	Collins			
Ayes:	Whitten-Carey, Collins, Hedlund, O'Shaughnessey, and Berdie	Nays: 0	Absent: 0	Abstained: 0
Passed:	5/0			

- b. [Yachats Community Park Wetlands Educational Signage Project \(Work Group\)](#)
John Pravel presented improved signage at the wetlands, including plant identification markers, clearer trail entrances, and brochure updates. Council discussed balancing education with preserving natural views. Council consensus was to move forward with tasteful plant ID signage and consider wayfinding options later.
- c. [Review of the Lincoln County Natural Hazards Mitigation Plan](#) – Council reviewed the draft countywide hazards mitigation plan prepared with the University of Oregon. Members noted minor corrections needed for Yachats (e.g., water sources, geographic names) and emphasized its value for emergency planning. Council agreed to send all changes to the City Manager to compile feedback and forward corrections to the county.
- d. [Budget Analysis and Planning Options](#) – Council reviewed the 2024–25 year-end soft close. Revenues reached about 97% of projections, with lodging and food/beverage taxes higher than expected. General Fund expenses were on target, with materials and services under budget at 83%. Water and wastewater funds were substantial, with higher-than-anticipated balances and revenues at 103%. Capital projects included work at City Hall, Commons, library, Little Log Church, boardwalk engineering, and trolley purchase (largely grant-funded).

VII. Ongoing Business

- a. [Yachats Area Chamber Q4 Report](#) – The Yachats Area Chamber presented its Q4 report, noting record-high visitor counts in June and July. Council discussed marketing impacts, hotel occupancy tied to events, and upcoming collaborative campaigns with local businesses. Council expressed appreciation for detailed reporting, and also received an update on the city’s branding package, including color palettes and logo design. Members expressed enthusiasm about future merchandise and seasonal flag use, incorporating the new design.
- b. [Delinators](#) – Staff presented a hybrid plan combining pedestrian/bike lane painting and spaced Highway 101 delineators (every 20 feet) to improve safety and reduce unauthorized parking along Ocean View. The project cost is estimated at approximately \$16,000. Public comments were received in support of stronger measures to maintain delineators.

Moved:	Motion was made to approve the city manager and staff to address the delineators as discussed.			
Ayes:	Whitten-Carey, Collins, Hedlund, O’Shaughnessey, and Berdie	Nays: 0	Absent: 0	Abstained: 0
Passed:	5/0			

- c. [Supplemental Budget- Pavilion](#) – The Council reviewed the pavilion project, noting significant rot required revised architectural designs. The updated cost is ~\$250,000, exceeding the current \$160,000 budget. After discussing timing and funding options, the Council agreed to a split-budget approach: begin the bidding and preparation in the current fiscal year and start construction in the spring.

Moved:	Motion was made to direct the City Manager to proceed with the split-budget approach to initiate the pavilion project in the spring.			
Ayes:	Whitten-Carey, Collins, Hedlund, O’Shaughnessey, and Berdie	Nays: 0	Absent: 0	Abstained: 0

Passed:	5/0
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- d. [Community Grants application process](#) - Council reviewed updates to the grants program, which will provide up to \$50,000 annually, with a \$15,000 cap per organization. Applications will open in September for 1–2 months, reviewed by a committee including outside members, with final awards approved by Council. Flexibility in fund allocation, clear definitions, scoring criteria, and final reporting were emphasized to ensure fairness and accountability.
- e. [City Council Rules review](#) - Council reviewed updates to City Council rules, an annual objective led by Councilor Collins and the Mayor. Members were asked to send comments directly to Councilor Collins rather than wordsmithing during the meeting.

III. [Other Business](#)

The Mayor reported that recycling options have expanded under the Recycling Modernization Act. Dahl is now accepting additional materials, including hard plastic containers and Tetra Paks, though items like tinfoil are no longer accepted.

Adjourn City Council Meeting 3:55 pm

Minutes prepared by: Kimmie Jackson, Recorder



August 2025

Personnel & Materials

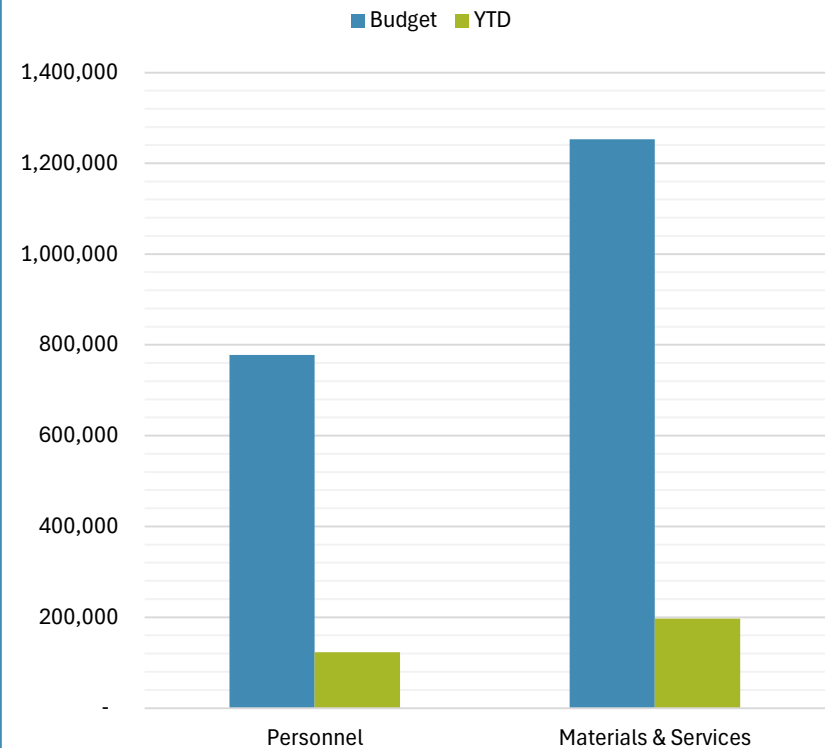
Expenses: Budget vs YTD

(Funds 100, 150, 155, 160)

	Budget	YTD	YTD/Budget
Personnel	777,442	122,983	16%
Materials & Services	1,252,614	196,709	16%

Percentage of Fiscal Year Completed 16.7%

**Personnel, Materials, Services -
Budget vs YTD**





August 2025

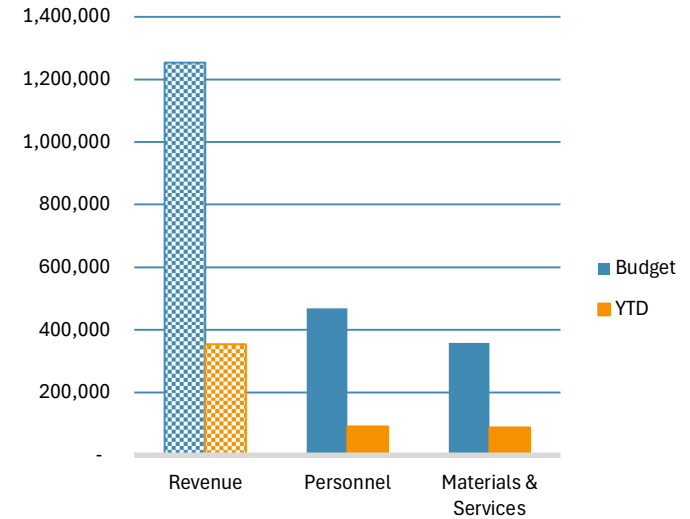
Water & Wastewater

Water Operating Costs

Fund 660

	Budget	YTD	YTD/Budget
Revenue	1,253,651	353,759	28.2%
Personnel	468,796	91,502	19.5%
Materials & Services	358,345	88,440	24.7%

Water - Operating Costs

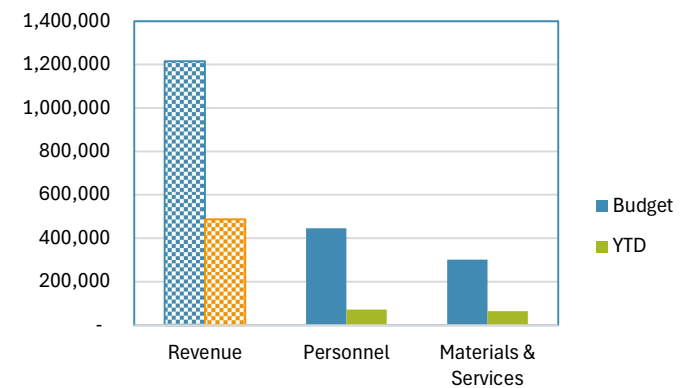


Wastewater Operating Costs

Fund 670

	Budget	YTD	YTD/Budget
Revenue	1,216,124	487,200	40.1%
Personnel	447,141	71,603	16.0%
Materials & Services	301,706	65,065	21.6%

Wastewater - Operating Costs



Percentage of Fiscal Year Completed 16.7%



YACHATS
GEM OF THE OREGON COAST

August 2025

Tax Revenue

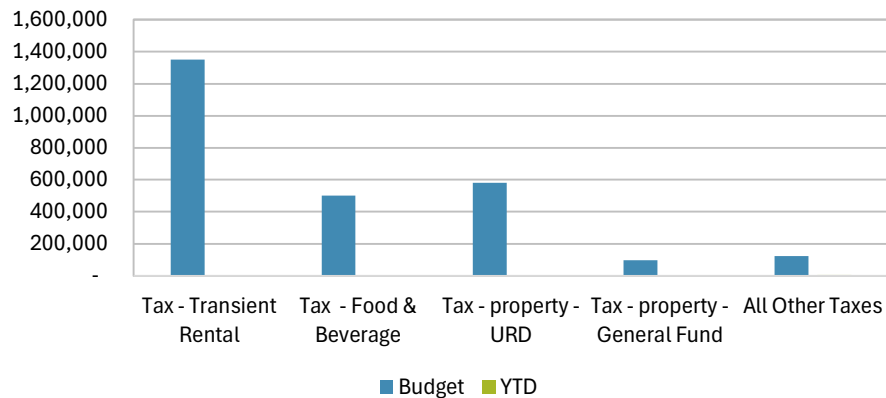
Tax Revenue: Budget vs YTD

	Budget	YTD	YTD/Budget
Tax - Transient Rental	1,350,000	-	0.0%
Tax - Food & Beverage	500,000	-	0.0%
Tax - property - URD	579,994	1,337	0.2%
Tax - property - General Fund	97,758	229	0.2%
All Other Taxes	125,653	5,532	4.4%

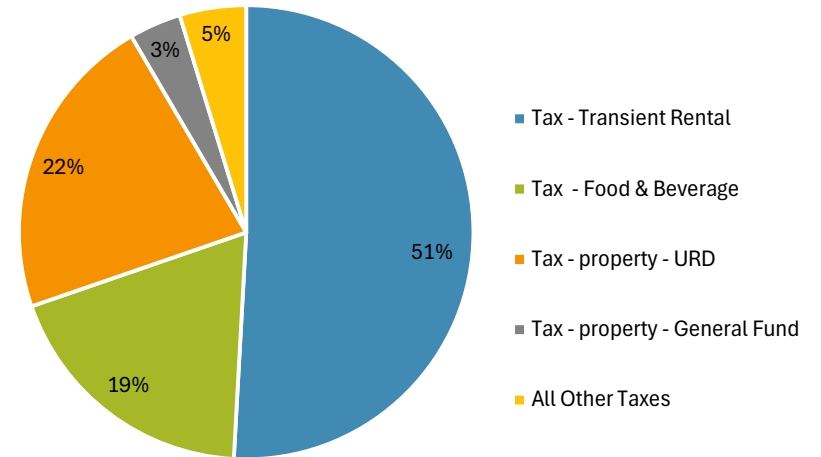
Other Taxes include: Tobacco, OLCC, Marijuana, State Highways, Past due Property Tax

Percentage of Fiscal Year Compl 16.7%

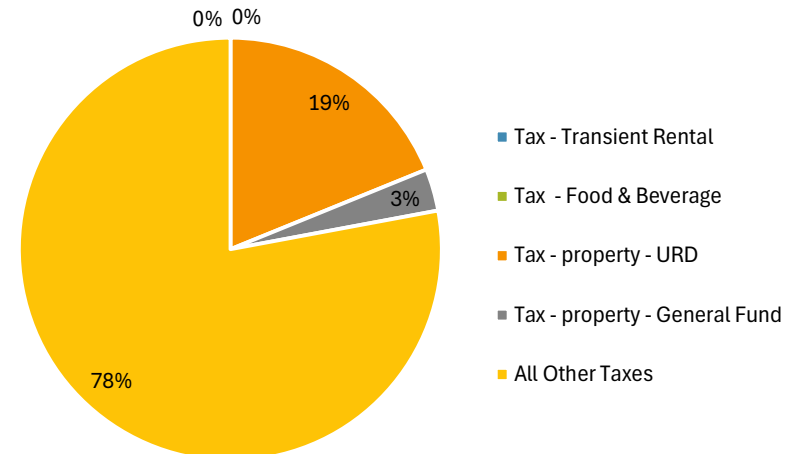
Tax Revenue



Tax Revenue as Budgeted



Tax Revenue YTD





August 2025

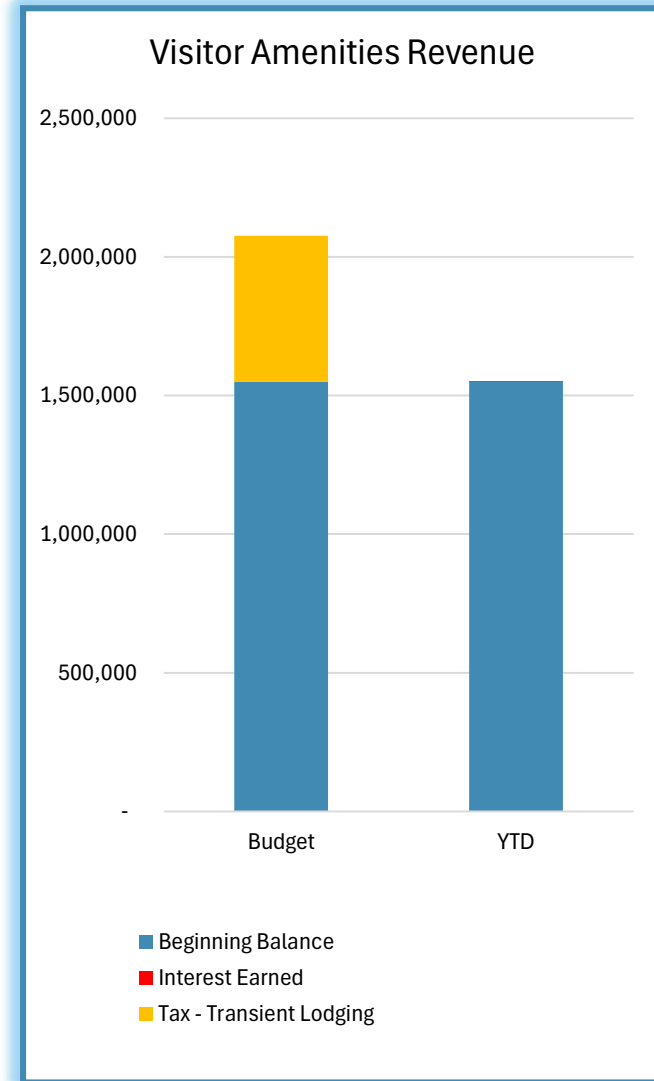
Visitor Amenities

Visitor Amenity

Fund 100-1045

Description	Budget	YTD	YTD/Budget
Beginning Balance	1,549,486	1,549,486	100.0%
Interest Earned	-	898	---
Tax - Transient Lodging	526,500	1,772	0.3%
	2,075,986	1,552,155	74.8%

Percentage of Fiscal Year Completed 16.7%





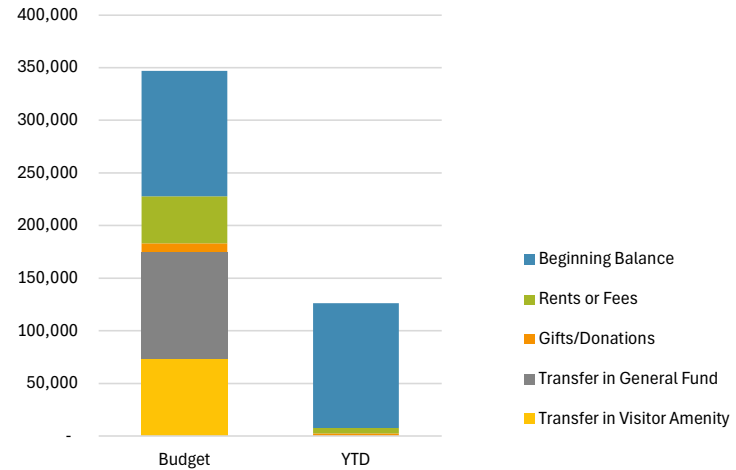
August 2025

Commons Revenue & Expenses

Commons Revenue - Budget vs YTD

	Budget	YTD	YTD/Budget
Beginning Balance	118,734	118,734	100.0%
Rents or Fees	45,000	5,250	11.7%
Gifts/Donations	8,000	2,400	30.0%
Transfer in General Fund	100,000	-	0.0%
Transfer in Visitor Amenity	75,000	-	0.0%
	346,734	126,384	36.4%

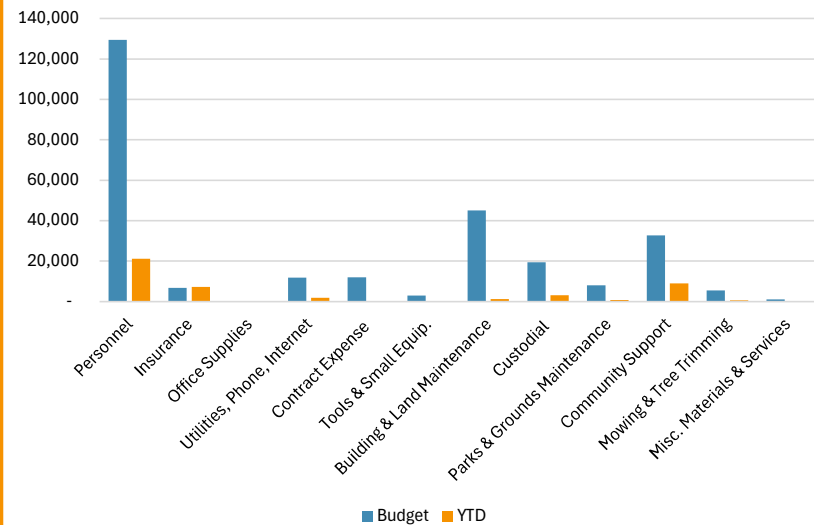
Commons Revenue - Budget vs YTD



Commons Expenses - Budget vs YTD

	Budget	YTD	YTD/Budget
Personnel	129,305	21,143	16.4%
Insurance	6,695	7,265	108.5%
Office Supplies	262	-	0.0%
Utilities, Phone, Internet	11,693	1,852	15.8%
Contract Expense	12,000	-	0.0%
Tools & Small Equip.	3,000	32	1.1%
Building & Land Maintenance	45,000	1,069	2.4%
Custodial	19,427	3,100	16.0%
Parks & Grounds Maintenance	8,000	713	8.9%
Community Support	32,662	8,871	27.2%
Mowing & Tree Trimming	5,500	561	10.2%
Misc. Materials & Services	1,000	57	5.7%
	274,544	44,663	16.3%

Commons Expenses - Budget vs YTD



Note: Expense categories have been arranged by GL code number for this fiscal year

Percentage of Fiscal Year Completed

16.7%



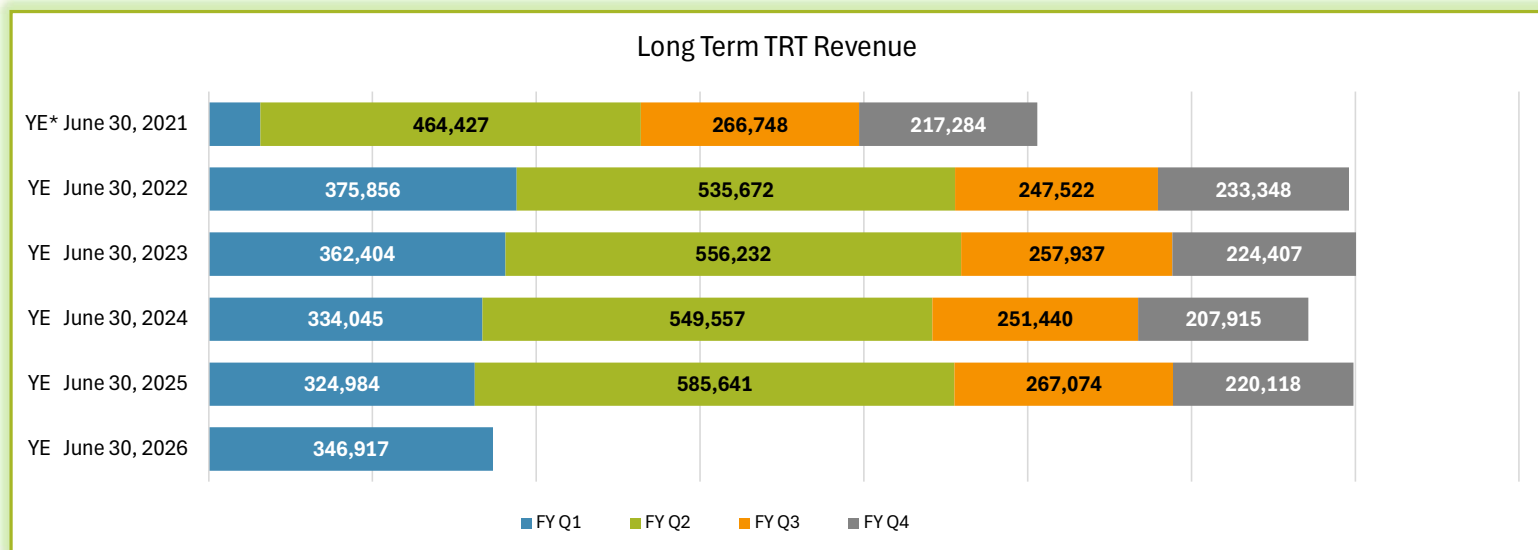
August 2025

Long Term TRT Revenue



	Stays Apr-Jun Paid in July	Stays Jul-Sep Paid in October	Stays Oct-Dec Paid in January	Stays Jan-Mar Paid in April	
	FY Q1	FY Q2	FY Q3	FY Q4	Full Year
YE* June 30, 2021	63,269	464,427	266,748	217,284	1,011,728
YE June 30, 2022	375,856	535,672	247,522	233,348	1,392,398
YE June 30, 2023	362,404	556,232	257,937	224,407	1,400,980
YE June 30, 2024	334,045	549,557	251,440	207,915	1,342,957
YE June 30, 2025	324,984	585,641	267,074	220,118	1,397,818
YE June 30, 2026	346,917	0	0	0	346,917

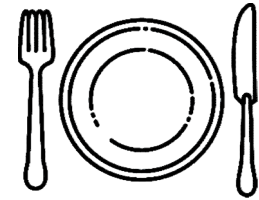
* YE = Year End





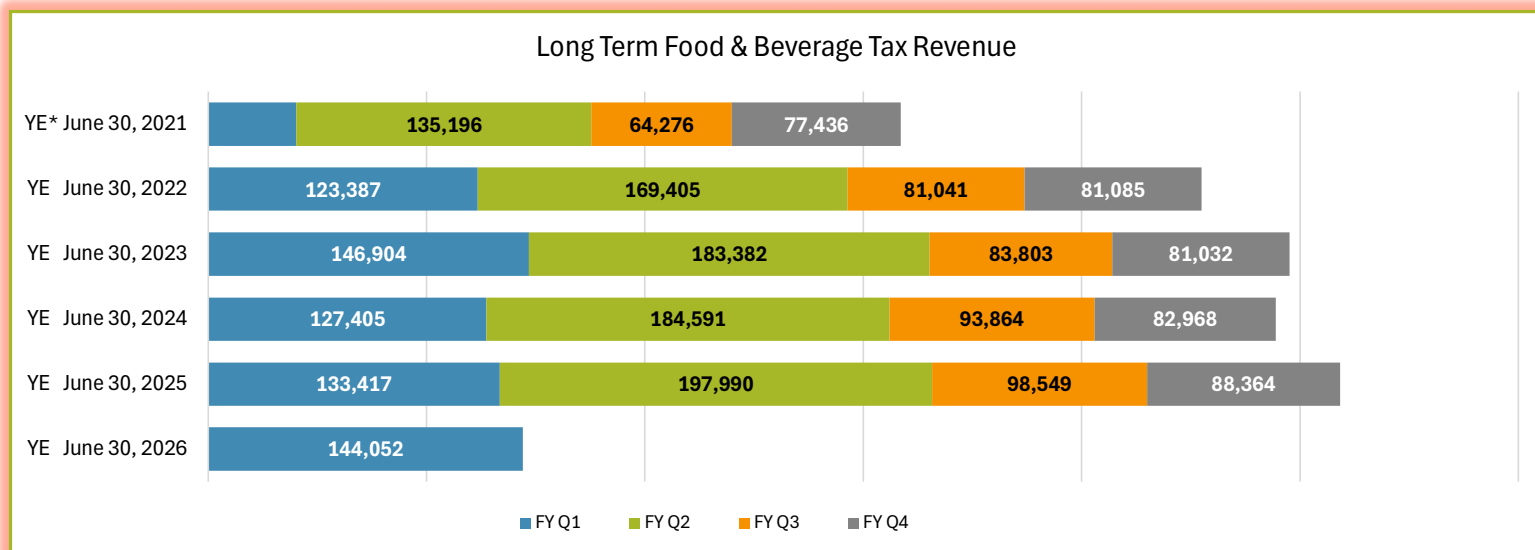
August 2025

Long Term Food & Beverage Tax Revenue



	F&B Tax Apr-Jun Paid in July	F&B Tax Jul-Sep Paid in October	F&B Tax Oct-Dec Paid in January	F&B Tax Jan-Mar Paid in April	
	FY Q1	FY Q2	FY Q3	FY Q4	Full Year
YE* June 30, 2021	40,355	135,196	64,276	77,436	317,263
YE June 30, 2022	123,387	169,405	81,041	81,085	454,918
YE June 30, 2023	146,904	183,382	83,803	81,032	495,121
YE June 30, 2024	127,405	184,591	93,864	82,968	488,828
YE June 30, 2025	133,417	197,990	98,549	88,364	518,320
YE June 30, 2026	144,052	-	-	-	144,052

* YE = Year End



Consolidated Revenue and Expense Statement

Governmental Fund (100, 150, 155, 160)

For Period Ended August 31, 2025

Printed: 9/10/2025

Period 02

Fiscal Year 2026

Acct No	Description	Budget	Prior Period	Current Period	YTD Bal	YTD %	Notes
300101	Beginning Balance	\$ 5,764,927.26	\$ 5,764,927.26	\$ -	\$ 5,764,927.26	100.00%	Beginning Balances - Unaudited
300105	Beginning Balance-Hall Bequest	\$ 150,000.00	\$ 150,000.00	\$ -	\$ 150,000.00	100.00%	Beginning Balances - Unaudited
304235	Fines or Liens	\$ 30.85	\$ 50.00	\$ -	\$ 50.00	162.07%	
304221	Franchise Cable	\$ 24,174.75	\$ -	\$ 4,867.23	\$ 4,867.23	20.13%	Received Quarterly
304223	Franchise Disposal Services	\$ 19,833.96	\$ 4,573.94	\$ -	\$ 4,573.94	23.06%	Received Quarterly
304224	Franchise Electricity	\$ 74,286.00	\$ 5,595.60	\$ 5,390.25	\$ 10,985.85	14.79%	Received Monthly
304222	Franchise Telephone	\$ 3,315.89	\$ -	\$ -	\$ -	0.00%	Received Annually
304480	Gifts/Donations	\$ 588,000.00	\$ 1,594.00	\$ 580,805.90	\$ 582,399.90	99.05%	
304481	Grants	\$ 89,000.00	\$ -	\$ -	\$ -	0.00%	
301500	Interest Earned	\$ 223,943.67	\$ 20,214.79	\$ 21,401.68	\$ 41,616.47	18.58%	Reserve Acct & LGIP Interest
304460	Inventory Sale	\$ 1,000.00	\$ -	\$ -	\$ -	0.00%	
304210	License Business	\$ 8,683.00	\$ 80.00	\$ 40.00	\$ 120.00	1.38%	
304211	License Vacation Rental	\$ 30,000.00	\$ 200.00	\$ 50.00	\$ 250.00	0.83%	
304435	LID Assessments	\$ 2,596.54	\$ -	\$ 212.16	\$ 212.16	8.17%	
304462	Merchandise Sales	\$ -	\$ 247.00	\$ 40.00	\$ 287.00	0.00%	
304484	Misc Revenue	\$ -	\$ 10.00	\$ 19.00	\$ 29.00	0.00%	
304491	Other Local Resources	\$ 3,479.20	\$ 1,189.49	\$ 2,140.77	\$ 3,330.26	95.72%	
304690	Other State Sources	\$ 1,025.00	\$ -	\$ -	\$ -	0.00%	
304230	Permits/Filing Fee	\$ 7,761.00	\$ 1,375.01	\$ 650.00	\$ 2,025.01	26.09%	
304335	Rents or Fees	\$ 50,000.00	\$ 4,740.28	\$ 510.00	\$ 5,250.28	10.50%	
304344	SDC Storm Drain Improvement	\$ 9,741.27	\$ 1,609.97	\$ 4,829.91	\$ 6,439.88	66.11%	
304343	SDC Wastewater Reimbursement	\$ 45,501.98	\$ 16,544.24	\$ 12,358.31	\$ 28,902.55	63.52%	
304341	SDC Water Improvements	\$ 18,201.98	\$ 3,298.18	\$ 7,715.27	\$ 11,013.45	60.51%	

Acct No	Description	Budget	Prior Period	Current Period	YTD Bal	YTD %	Notes
304342	SDC Water Reimbursements	\$ 13,039.77	\$ 2,044.01	\$ 5,176.58	\$ 7,220.59	55.37%	
304630	State Revenue Share	\$ 20,000.00	\$ -	\$ 5,271.66	\$ 5,271.66	26.36%	
304245	Tax - Food & Beverage Tax	\$ 500,000.00	\$ -	\$ -	\$ -	0.00%	
304622	Tax - Marijuana	\$ 24,389.83	\$ -	\$ -	\$ -	0.00%	
304110	Tax - Property Current	\$ 97,757.93	\$ -	\$ 229.11	\$ 229.11	0.23%	
304120	Tax - Property Past Due	\$ 1,618.63	\$ -	\$ 161.16	\$ 161.16	9.96%	
304650	Tax - State Highway	\$ 82,033.24	\$ -	\$ 5,319.75	\$ 5,319.75	6.48%	
304620	Tax - State OLCC	\$ 17,611.16	\$ -	\$ -	\$ -	0.00%	
304610	Tax - State Tobacco	\$ 565.53	\$ -	\$ 50.75	\$ 50.75	8.97%	
304240	Tax - Transient Lodging	\$ 1,350,000.00	\$ -	\$ -	\$ -	0.00%	
314861	Transfer in General Fund	\$ 510,000.00	\$ -	\$ -	\$ -	0.00%	
314883	Transfer in Urban Renewal	\$ 200,000.00	\$ -	\$ -	\$ -	0.00%	
304810	Transfer in URD Admin Reimb	\$ 36,000.00	\$ -	\$ -	\$ -	0.00%	
314863	Transfer in Visitor Amenity	\$ 870,000.00	\$ -	\$ -	\$ -	0.00%	
314890	Transfer in Water System	\$ 43,000.00	\$ -	\$ -	\$ -	0.00%	
304501	Transfer In-South Tnk Debt Svc	\$ 60,000.00	\$ -	\$ -	\$ -	0.00%	
	REVENUE	\$ 10,941,518.44	\$ 5,978,293.77	\$ 657,239.49	\$ 6,635,533.26	60.65%	
105101	City Manager	\$ 86,411.00	\$ 7,201.23	\$ 7,201.19	\$ 14,402.42	16.67%	
105102	Deputy Recorder	\$ 46,248.00	\$ 4,030.43	\$ 3,857.11	\$ 7,887.54	17.05%	
105103	Bookkeeping/Accounting	\$ 42,068.00	\$ 3,461.26	\$ 3,292.82	\$ 6,754.08	16.06%	
105104	CIP Coordinator	\$ 29,262.00	\$ 1,340.95	\$ 1,340.96	\$ 2,681.91	9.17%	
105105	Utility Billing Clerk/CSC	\$ 11,808.00	\$ 3,261.26	\$ 3,303.31	\$ 6,564.57	55.59%	
105108	Planner	\$ 53,405.00	\$ 4,307.74	\$ 4,407.56	\$ 8,715.30	16.32%	
105109	Administrative Assistant	\$ 55,512.00	\$ 3,174.56	\$ 3,368.92	\$ 6,543.48	11.79%	
105110	Water Lead	\$ 25,227.00	\$ 1,038.41	\$ 1,367.90	\$ 2,406.31	9.54%	
105111	Wastewater Lead	\$ 11,503.00	\$ 756.24	\$ 1,007.68	\$ 1,763.92	15.33%	
105114	Utility Worker 2	\$ 6,394.00	\$ 260.99	\$ 296.27	\$ 557.26	8.72%	
105115	Community Spaces Coordinator	\$ 50,400.00	\$ 4,147.50	\$ 4,226.25	\$ 8,373.75	16.61%	
105116	Librarian Part Time	\$ 21,396.00	\$ 1,291.37	\$ 1,541.51	\$ 2,832.88	13.24%	
105118	Succession Planning w/License	\$ 7,562.00	\$ 1,313.77	\$ 318.75	\$ 1,632.52	21.59%	
105119	Code Enforcer/PW	\$ 37,651.00	\$ 2,936.27	\$ 3,569.93	\$ 6,506.20	17.28%	
105121	Utility Field Foreman	\$ 14,120.00	\$ 1,228.05	\$ 1,396.43	\$ 2,624.48	18.59%	

Acct No	Description	Budget	Prior Period	Current Period	YTD Bal	YTD %	Notes
105122	Utility Worker 1	\$ 9,600.00	\$ 809.24	\$ 915.37	\$ 1,724.61	17.96%	
105130	Children's Librarian Part Time	\$ 6,000.00	\$ -	\$ -	\$ -	0.00%	
105140	Fringe Benefits	\$ 54,851.00	\$ 2,932.97	\$ 2,972.62	\$ 5,905.59	10.77%	
105141	Insurance Benefits	\$ 96,033.00	\$ 9,506.18	\$ 9,507.12	\$ 19,013.30	19.80%	
105142	Regular PERS System	\$ 111,991.00	\$ 5,710.30	\$ 10,383.03	\$ 16,093.33	14.37%	
	PERSONNEL	\$ 777,442.00	\$ 58,708.72	\$ 64,274.73	\$ 122,983.45	15.82%	
205202	Visitor Center Operations	\$ 46,125.00	\$ 11,500.00	\$ -	\$ 11,500.00	24.93%	
205209	Emergency Prep & Public Safety	\$ 10,000.00	\$ 73.69	\$ 69.02	\$ 142.71	1.43%	
205210	Dues & Memberships	\$ 8,126.20	\$ 2,707.15	\$ 1,063.18	\$ 3,770.33	46.40%	
205214	Marketing (Grants/Prgm/Events)	\$ 270,195.10	\$ 65,265.75	\$ -	\$ 65,265.75	24.16%	
205220	Marketing/Road Sign	\$ 104.55	\$ -	\$ -	\$ -	0.00%	
205222	Insurance	\$ 47,204.00	\$ 51,221.70	\$ -	\$ 51,221.70	108.51%	
205224	Trails Maintenance/Supplies/Services	\$ 7,000.00	\$ 18.98	\$ 347.15	\$ 366.13	5.23%	
205230	Printing (Maps & Signs)	\$ 3,000.00	\$ -	\$ -	\$ -	0.00%	
205240	Office Materials & Supplies	\$ 25,261.62	\$ 559.50	\$ 1,042.25	\$ 1,601.75	6.34%	
205241	Computer Equipment and Maint.	\$ 10,000.00	\$ 44.99	\$ 2,036.00	\$ 2,080.99	20.81%	
205251	Telephones/Cell Phones/DSL	\$ 12,181.62	\$ 666.00	\$ 866.43	\$ 1,532.43	12.58%	
205252	Utilities	\$ 18,408.10	\$ 1,234.92	\$ 1,036.55	\$ 2,271.47	12.34%	
205253	Postage	\$ 3,000.00	\$ -	\$ -	\$ -	0.00%	
205255	Education and Training	\$ 22,600.00	\$ 1,281.98	\$ 1,654.47	\$ 2,936.45	12.99%	
205260	Contract/Professional Services	\$ 92,748.20	\$ 3,505.00	\$ 1,037.50	\$ 4,542.50	4.90%	
205261	Auditor	\$ 7,000.00	\$ -	\$ -	\$ -	0.00%	
205262	Legal Expense	\$ 10,000.00	\$ 512.34	\$ -	\$ 512.34	5.12%	
205263	Bank Charges/Credit Card Fees	\$ 4,170.99	\$ 261.68	\$ 231.99	\$ 493.67	11.84%	
205270	Travel	\$ -	\$ 308.00	\$ -	\$ 308.00	0.00%	
205282	Software	\$ 32,712.54	\$ 5,361.69	\$ 893.97	\$ 6,255.66	19.12%	
205311	Equipment Lease and Rental	\$ 1,457.60	\$ 138.67	\$ 138.67	\$ 277.34	19.03%	
205312	Equipment Fuel/Tires/Parts	\$ 341.66	\$ -	\$ -	\$ -	0.00%	
205317	Tools and Small Equipment	\$ 9,750.00	\$ -	\$ 31.92	\$ 31.92	0.33%	
205325	Yard Debris Dumpster	\$ 8,582.76	\$ 2,018.87	\$ -	\$ 2,018.87	23.52%	
205330	Building and Land Maintenance	\$ 64,120.95	\$ 913.98	\$ 1,614.00	\$ 2,527.98	3.94%	
205335	Custodial Support/Supplies	\$ 35,062.54	\$ 2,344.43	\$ 2,261.98	\$ 4,606.41	13.14%	

Acct No	Description	Budget	Prior Period	Current Period	YTD Bal	YTD %	Notes
205340	Operating Materials & Supplies	\$ 5,000.00	\$ -	\$ 171.41	\$ 171.41	3.43%	
205345	Books and Periodicals/Programs	\$ 10,500.00	\$ 1,197.97	\$ 502.62	\$ 1,700.59	16.20%	
205361	Parts	\$ 3,000.00	\$ 842.57	\$ 34.20	\$ 876.77	29.23%	
205362	Consumables	\$ 2,000.00	\$ -	\$ -	\$ -	0.00%	
205363	Outside Services	\$ 599.06	\$ -	\$ -	\$ -	0.00%	
205367	Storm Drain Parts	\$ 500.00	\$ -	\$ -	\$ -	0.00%	
205411	Street Lighting	\$ 21,808.95	\$ 1,705.43	\$ 1,705.43	\$ 3,410.86	15.64%	
205421	Parks/Grounds Maintenance	\$ 22,761.59	\$ 1,620.64	\$ 1,487.83	\$ 3,108.47	13.66%	
205422	Advertising/Legal Notice	\$ 1,000.00	\$ -	\$ 170.61	\$ 170.61	17.06%	
205438	Lincoln County Program Support	\$ 101,475.00	\$ 75.00	\$ 75.00	\$ 150.00	0.15%	
205439	Comm Support/Beautification	\$ 202,662.47	\$ 2,615.74	\$ 13,083.30	\$ 15,699.04	7.75%	
205440	Equipment & Furniture	\$ 2,604.83	\$ -	\$ 451.96	\$ 451.96	17.35%	
205470	Equipment Repair/Maintenance	\$ 7,960.12	\$ 128.99	\$ 128.99	\$ 257.98	3.24%	
205474	Mowing	\$ 18,171.54	\$ 3,385.00	\$ 2,970.00	\$ 6,355.00	34.97%	
205475	Tree Removal/Trimming	\$ 11,000.00	\$ -	\$ -	\$ -	0.00%	
205490	Material and Services	\$ 14,417.40	\$ 91.92	\$ -	\$ 91.92	0.64%	
208000	Operating Contingency	\$ 78,000.00	\$ -	\$ -	\$ -	0.00%	
	MATERIALS AND SERVICES	\$ 1,252,614.39	\$ 161,602.58	\$ 35,106.43	\$ 196,709.01	15.70%	
217123	Transfer To LLCM	\$ 50,000.00	\$ -	\$ -	\$ -	0.00%	
217124	Transfer To Commons	\$ 175,000.00	\$ -	\$ -	\$ -	0.00%	
217126	Transfer To Capital Reserve	\$ 600,000.00	\$ -	\$ -	\$ -	0.00%	
217127	OP Transfer - Parks & Trails Operations	\$ 85,000.00	\$ -	\$ -	\$ -	0.00%	
217128	Transfer to Parks & Trails	\$ 400,000.00	\$ -	\$ -	\$ -	0.00%	
217129	Transfer to WW Plant Loan	\$ 60,000.00	\$ -	\$ -	\$ -	0.00%	
217130	Transfer to Wastewater Reserve	\$ 100,000.00	\$ -	\$ -	\$ -	0.00%	
217131	Interfund Transfer Street Proj	\$ 100,000.00	\$ -	\$ -	\$ -	0.00%	
217133	Transfer out Storm Drains	\$ 30,000.00	\$ -	\$ -	\$ -	0.00%	
217141	Transfer Out Storm Drain Res.	\$ 30,000.00	\$ -	\$ -	\$ -	0.00%	
217143	Transfer to LLCM Reserve	\$ 160,000.00	\$ -	\$ -	\$ -	0.00%	
	TRANSFERS	\$ 1,790,000.00	\$ -	\$ -	\$ -	0.00%	
407922	Capital Outlay - Improvement	\$ 470,000.00	\$ 13,003.16	\$ (4,781.05)	\$ 8,222.11	1.75%	

Acct No	Description	Budget	Prior Period	Current Period	YTD Bal	YTD %	Notes
407941	Capital Outlay - Equipment	\$ 155,000.00	\$ -	\$ -	\$ -	0.00%	
407942	Capital Outlay-Infrastructure	\$ 1,506,000.00	\$ 295,852.76	\$ 216,010.00	\$ 511,862.76	33.99%	
407947	Capital Outlay-Street Projects	\$ 272,000.00	\$ 31,487.79	\$ -	\$ 31,487.79	11.58%	
	CAPITAL OUTLAY	\$ 2,403,000.00	\$ 340,343.71	\$ 211,228.95	\$ 551,572.66	22.95%	
205720	Interest Expense	\$ 31,444.46	\$ -	\$ -	\$ -	0.00%	
205721	Interest Expense - DEQ	\$ 46,089.35	\$ -	\$ -	\$ -	0.00%	
205722	Loan Fee - DEQ	\$ 7,443.29	\$ -	\$ -	\$ -	0.00%	
207630	Principal Payments	\$ 131,999.03	\$ -	\$ -	\$ -	0.00%	
207631	Principal Payments - DEQ	\$ 404,270.65	\$ -	\$ -	\$ -	0.00%	
	DEBT SERVICES	\$ 621,246.78	\$ -	\$ -	\$ -	0.00%	
	TOTAL EXPENSE	\$ 6,844,303.17	\$ 560,655.01	\$ 310,610.11	\$ 871,265.12	12.73%	
	NET GAIN/(LOSS)	\$ 4,097,215.27	\$ 5,417,638.76	\$ 346,629.38	\$ 5,764,268.14	140.69%	

Consolidated Revenue and Expense Statement

Enterprise Fund (660 and 670)

For Period Ended August 31, 2025

Printed: 9/10/2025

Period 02

Fiscal Year 2026

Acct No	Description	Budget	Prior Period	Current Period	YTD Bal	YTD %	Notes
300101	Beginning Balance	\$ 3,623,875.01	\$ 3,623,875.01	\$ -	\$ 3,623,875.01	100.00%	Beginning Balances - Unaudited
301500	Interest Earned	\$ 152,202.76	\$ 13,877.04	\$ 13,546.61	\$ 27,423.65	18.02%	
304310	Water/Wastewater Services	\$ 1,950,000.00	\$ 171,562.69	\$ 179,133.30	\$ 350,695.99	17.98%	
304320	Installation Charges	\$ 12,500.00	\$ 1,600.00	\$ 3,675.00	\$ 5,275.00	42.20%	
304335	Rents or Fees	\$ 2,500.00	\$ 282.81	\$ 277.25	\$ 560.06	22.40%	
304481	Grants	\$ 100,000.00	\$ -	\$ -	\$ -	0.00%	
314866	Urban Renewal Contribution	\$ 500,000.00	\$ -	\$ -	\$ -	0.00%	
314875	Transfer in Water Operations	\$ 250,000.00	\$ -	\$ -	\$ -	0.00%	
314876	Transfer in Wastewater Service	\$ 200,000.00	\$ -	\$ -	\$ -	0.00%	
314878	Transfer in WWater Plant Debt	\$ 100,000.00	\$ -	\$ -	\$ -	0.00%	
314879	Transfer From SDC	\$ 250,000.00	\$ -	\$ -	\$ -	0.00%	
	REVENUE	\$ 7,141,077.77	\$ 3,811,197.55	\$ 196,632.16	\$ 4,007,829.71	56.12%	
105101	City Manager	\$ 57,607.00	\$ 4,800.77	\$ 4,800.81	\$ 9,601.58	16.67%	
105102	Deputy Recorder	\$ 30,832.00	\$ 2,686.96	\$ 2,571.41	\$ 5,258.37	17.05%	
105103	Bookkeeping/Accounting	\$ 28,046.00	\$ 2,307.52	\$ 2,195.21	\$ 4,502.73	16.05%	
105104	CIP Coordinator	\$ 29,260.00	\$ 2,316.18	\$ 2,316.17	\$ 4,632.35	15.83%	
105105	Utility Billing Clerk/CSC	\$ 47,231.00	\$ 3,936.00	\$ 3,845.19	\$ 7,781.19	16.47%	
105108	Planner	\$ 13,351.00	\$ 1,076.93	\$ 1,101.90	\$ 2,178.83	16.32%	
105110	Water Lead	\$ 79,882.00	\$ 7,721.59	\$ 7,392.10	\$ 15,113.69	18.92%	
105111	Wastewater Lead	\$ 93,037.00	\$ 10,412.56	\$ 9,495.17	\$ 19,907.73	21.40%	

Acct No	Description	Budget	Prior Period	Current Period	YTD Bal	YTD %	Notes
105112	Field Utility 2	\$ -	\$ 403.85	\$ -	\$ 403.85	0.00%	
105114	Utility Worker 2	\$ 57,520.00	\$ 6,557.42	\$ 6,245.59	\$ 12,803.01	22.26%	
105118	Succession Planning w/ License	\$ 68,064.00	\$ 4,802.23	\$ 5,444.40	\$ 10,246.63	15.05%	
105119	Code Enforcer/PW	\$ 20,274.00	\$ 1,891.73	\$ 1,258.07	\$ 3,149.80	15.54%	
105121	Utility Field Foreman	\$ 56,475.00	\$ 5,819.90	\$ 5,755.37	\$ 11,575.27	20.50%	
105122	Utility Worker 1	\$ 38,391.00	\$ 2,786.91	\$ 3,084.63	\$ 5,871.54	15.29%	
105140	Fringe Benefits	\$ 66,026.00	\$ 4,131.24	\$ 3,986.46	\$ 8,117.70	12.29%	
105141	Insurance Benefits	\$ 123,992.00	\$ 13,236.51	\$ 12,193.19	\$ 25,429.70	20.51%	
105142	Regular PERS System	\$ 136,390.00	\$ 9,389.43	\$ 14,491.66	\$ 23,881.09	17.51%	
	PERSONNEL	\$ 946,378.00	\$ 84,277.73	\$ 86,177.33	\$ 170,455.06	18.01%	
205210	Dues & Memberships	\$ 1,200.00	\$ -	\$ -	\$ -	0.00%	
205211	State Fees	\$ 18,819.28	\$ 893.36	\$ -	\$ 893.36	4.75%	
205212	Fee Expense	\$ 20,283.63	\$ 1,547.37	\$ 3,014.68	\$ 4,562.05	22.49%	
205222	Insurance	\$ 49,805.00	\$ 54,044.08	\$ -	\$ 54,044.08	108.51%	
205240	Office Materials & Supplies	\$ 13,895.80	\$ 1,045.50	\$ 1,238.11	\$ 2,283.61	16.43%	
205241	Computer Equipment and Maint.	\$ 3,500.00	\$ -	\$ -	\$ -	0.00%	
205251	Telephones/Cell Phones/DSL	\$ 22,242.85	\$ 1,512.21	\$ 1,875.71	\$ 3,387.92	15.23%	
205253	Postage	\$ 6,409.18	\$ -	\$ -	\$ -	0.00%	
205255	Education and Training	\$ 19,500.00	\$ 314.09	\$ 633.34	\$ 947.43	4.86%	
205260	Contract/Professional Services	\$ 50,000.00	\$ 2,010.00	\$ 1,720.00	\$ 3,730.00	7.46%	
205261	Auditor	\$ 7,000.00	\$ -	\$ -	\$ -	0.00%	
205262	Legal	\$ 18,000.00	\$ 1,024.66	\$ -	\$ 1,024.66	5.69%	
205282	Software	\$ 40,000.00	\$ 14,313.37	\$ 1,113.37	\$ 15,426.74	38.57%	
205311	Equipment Lease and Rental	\$ 3,172.20	\$ 277.33	\$ 277.33	\$ 554.66	17.49%	
205312	Equipment Fuel/Tires/Parts	\$ 12,065.83	\$ 335.62	\$ 1,665.92	\$ 2,001.54	16.59%	
205317	Tools and Small Equipment	\$ 6,000.00	\$ 1,198.21	\$ -	\$ 1,198.21	19.97%	
205330	Building and Land Maintenance	\$ 6,562.50	\$ -	\$ -	\$ -	0.00%	
205335	Custodial Support/Supplies	\$ 9,649.21	\$ 538.13	\$ 540.11	\$ 1,078.24	11.17%	
205342	Plant Utilities	\$ 55,784.97	\$ 3,845.26	\$ 4,022.74	\$ 7,868.00	14.10%	
205351	Main Plant Parts	\$ 18,000.00	\$ 515.97	\$ 4,270.49	\$ 4,786.46	26.59%	

Acct No	Description	Budget	Prior Period	Current Period	YTD Bal	YTD %	Notes
205352	Main Plant Consumables	\$ 32,000.00	\$ 674.89	\$ 8,686.84	\$ 9,361.73	29.26%	
205353	Main Plant Outside Services	\$ 60,000.00	\$ 3,876.18	\$ 8,346.54	\$ 12,222.72	20.37%	
205361	Parts	\$ 62,000.00	\$ 12,884.44	\$ 4,409.76	\$ 17,294.20	27.89%	
205362	Consumables	\$ 6,500.00	\$ 127.55	\$ 624.31	\$ 751.86	11.57%	
205363	Outside Services	\$ 30,000.00	\$ -	\$ 1,825.00	\$ 1,825.00	6.08%	
205470	Equipment Repair/Maintenance	\$ 19,000.00	\$ 257.98	\$ 257.98	\$ 515.96	2.72%	
205474	Mowing	\$ 8,660.07	\$ 1,531.00	\$ 1,716.00	\$ 3,247.00	37.49%	
205475	Tree Removal/Trimming	\$ 10,000.00	\$ -	\$ 4,500.00	\$ 4,500.00	45.00%	
208000	Operating Contingency	\$ 50,000.00	\$ -	\$ -	\$ -	0.00%	
	MATERIALS AND SERVICES	\$ 660,050.52	\$ 102,767.20	\$ 50,738.23	\$ 153,505.43	23.26%	
217126	Transfer To Capital Reserve	\$ 450,000.00	\$ -	\$ -	\$ -	0.00%	
217136	Transfer To Debt Services	\$ 43,000.00	\$ -	\$ -	\$ -	0.00%	
	TRANSFERS	\$ 493,000.00	\$ -	\$ -	\$ -	0.00%	
407921	Capital Outlay - Infrastructure Systems	\$ 594,000.00	\$ -	\$ -	\$ -	0.00%	
407948	Capital Outlay - Water systems	\$ 1,889,000.00	\$ 11,477.03	\$ 24,735.47	\$ 36,212.50	1.92%	
	CAPITAL OUTLAY	\$ 2,483,000.00	\$ 11,477.03	\$ 24,735.47	\$ 36,212.50	1.46%	
	TOTAL EXPENSE	\$ 4,582,428.52	\$ 198,521.96	\$ 161,651.03	\$ 360,172.99	7.86%	
	NET GAIN/(LOSS)	\$ 2,558,649.25	\$ 3,612,675.59	\$ 34,981.13	\$ 3,647,656.72	142.56%	

Consolidated Revenue and Expense Statement

Debt Services Fund (155)

For Period Ended August 31, 2025

Printed: 9/10/2025

Period 02

Fiscal Year 2026

Acct No	Description	Budget	Prior Period	Current Period	YTD Bal	YTD %	Notes
300101	Beginning Balance	\$ 1,332,033.88	\$ 1,332,033.88	\$ -	\$ 1,332,033.88	100.00%	Beginning Balances - Unaudited
301500	Interest Earned	\$ 46,656.62	\$ 5,022.51	\$ 4,979.18	\$ 10,001.69	21.44%	
304110	Tax - Property Current	\$ 44,136.63	\$ -	\$ 115.70	\$ 115.70	0.26%	
304120	Tax - Property Past Due	\$ 730.80	\$ -	\$ 81.39	\$ 81.39	11.14%	
304245	Tax - Food & Beverage Tax	\$ 500,000.00	\$ -	\$ -	\$ -	0.00%	
304501	Transfer In-South Tnk Debt Svc	\$ 60,000.00	\$ -	\$ -	\$ -	0.00%	
314883	Transfer in Urban Renewal	\$ 100,000.00	\$ -	\$ -	\$ -	0.00%	
314890	Transfer in Water System	\$ 43,000.00	\$ -	\$ -	\$ -	0.00%	
	REVENUE	\$ 2,126,557.93	\$ 1,337,056.39	\$ 5,176.27	\$ 1,342,232.66	63.12%	
217129	Transfer to WW Plant Loan	\$ 60,000.00	\$ -	\$ -	\$ -	0.00%	
217130	Transfer to Wastewater Reserve	\$ 100,000.00	\$ -	\$ -	\$ -	0.00%	
	TRANSFERS	\$ 160,000.00	\$ -	\$ -	\$ -	0.00%	
205720	Interest Expense	\$ 31,444.46	\$ -	\$ -	\$ -	0.00%	
205721	Interest Expense - DEQ	\$ 46,089.35	\$ -	\$ -	\$ -	0.00%	
205722	Loan Fee - DEQ	\$ 7,443.29	\$ -	\$ -	\$ -	0.00%	
207630	Principal Payments	\$ 131,999.03	\$ -	\$ -	\$ -	0.00%	
207631	Principal Payments - DEQ	\$ 404,270.65	\$ -	\$ -	\$ -	0.00%	
	DEBT SERVICES	\$ 621,246.78	\$ -	\$ -	\$ -	0.00%	
	TOTAL EXPENSE	\$ 781,246.78	\$ -	\$ -	\$ -	0.00%	
NET GAIN/(LOSS)		\$ 1,345,311.15	\$ 1,337,056.39	\$ 5,176.27	\$ 1,342,232.66	99.77%	

Consolidated Revenue and Expense Statement

Urban Renewal (900)

For Period Ended August 31, 2025

Printed: 9/10/2025

Period 02

Fiscal Year 2026

Acct No	Description	Budget	Prior Period	Current Period	YTD Bal	YTD %	NOTES
300101	Beginning Balance	\$ 356,622.38	\$ 356,622.38	\$ -	\$ 356,622.38	100.00%	Beginning Balances - Unaudited
301500	Interest Earned	\$ 14,978.14	\$ 1,413.73	\$ 1,427.71	\$ 2,841.44	18.97%	
304110	Tax - Property Current	\$ 579,994.44	\$ -	\$ 1,336.84	\$ 1,336.84	0.23%	
304120	Tax - Property Past due	\$ 7,890.29	\$ -	\$ 799.71	\$ 799.71	10.14%	
304491	Other Local Sources	\$ -	\$ -	\$ 15.01	\$ 15.01	0.00%	
	REVENUE	\$ 959,485.25	\$ 358,036.11	\$ 3,579.27	\$ 361,615.38	37.69%	
205261	Auditor	\$ 3,000.00	\$ -	\$ -	\$ -	0.00%	
	MATERIALS AND SERVICES	\$ 3,000.00	\$ -	\$ -	\$ -	0.00%	
217126	Transfer To Capital Reserve	\$ 500,000.00	\$ -	\$ -	\$ -	0.00%	
217131	Interfund Transfer - Street Capital Rese	\$ 50,000.00	\$ -	\$ -	\$ -	0.00%	
217137	Trans to South Tank Debt	\$ 100,000.00	\$ -	\$ -	\$ -	0.00%	
217140	Admin Fee Trans to General Fund	\$ 36,000.00	\$ -	\$ -	\$ -	0.00%	
217141	Transfer Out Storm Drain Res.	\$ 50,000.00	\$ -	\$ -	\$ -	0.00%	
	TRANSFERS	\$ 736,000.00	\$ -	\$ -	\$ -	0.00%	
	TOTAL EXPENSE	\$ 739,000.00	\$ -	\$ -	\$ -	0.00%	
	NET GAIN/(LOSS)	\$ 220,485.25	\$ 358,036.11	\$ 3,579.27	\$ 361,615.38	164.01%	

City of Yachats

Fund Balance Report

		Modified Accrual Basis		Modified Cash Basis							Better (Worse)			
		30-Jun-17	30-Jun-18	FY2019 30-Jun-19	FY2020 30-Jun-20	FY2021 30-Jun-21	FY2022 30-Jun-22	FY2023 30-Jun-23	FY2024 30-Jun-24	**YTD 30-Jun-25 (Soft Close 4)	FY25 VS FY24	FY25 VS FY23	FY25 VS FY22	FY25 VS FY21
City Hall	100-1010	468,845	691,207	829,068	921,273	537,149	743,684	895,783	704,922	835,649	130,728	(60,134)	91,965	298,501
Commons	100-1020	(15,519)	500	15,292	77,910	104,451	144,737	133,773	54,788	120,923	66,135	(12,850)	(23,814)	16,472
LLC & Museum	100-1025			583	6,722	0	6,148	13,164	18,469	19,866	1,397	6,702	13,718	19,866
Library	100-1030			0	8,122	28,700	29,547	27,745	6,021	(7,583)	(13,604)	(35,328)	(37,130)	(36,283)
Parks and Trails	100-1035			14,053	16,879	0	17,678	24,808	8,243	15,012	6,769	(9,796)	(2,666)	15,012
Visitor Amenities	100-1045	195,095	119,446	98,664	249,548	670,851	1,298,211	1,222,104	1,527,617	1,547,223	19,606	325,119	249,013	876,372
Streets	100-1040	71,533	80,581	93,513	43,350	14,572	67,073	59,349	67,285	64,215	(3,070)	4,866	(2,858)	49,643
Storm Drains	100-1050	80,252	86,394	110,146	88,495	68,824	41,136	19,874	9,753	16,486	6,733	(3,388)	(24,650)	(52,338)
Water	600-1700			164,050	325,623	128,056	144,671	177,324	224,811	210,792	(14,019)	33,468	66,122	82,736
WasteWater	670-1800			178,721	265,946	157,154	160,811	201,148	304,715	378,753	74,038	177,605	217,942	221,599
Total Operating Funds		800,206	978,128	1,504,090	2,003,868	1,709,757	2,653,694	2,775,074	2,926,624	3,201,337	274,713	272,930	1,216,868	922,756
SDC's	160-1605	149,075	236,321	413,285	519,487	588,135	751,225	814,536	911,099	657,294	(253,804)	(157,242)	(93,931)	69,159
General Construction (So Tank)	160-1630	211,843	40,401	213,305	213,305									
Revenue Water Bond	155-1200			0	43,071	43,242	43,413	43,650	43,907	44,165	257	515	752	923
Water Gen Obl Bond	155-1218			0	(157)	46,636	49,140	51,554	55,324	59,289	3,966	7,735	10,150	12,653
South Tank Loan	155-1268			100,000	160,089	120,179	120,268	120,358	120,447	120,537	89	179	268	358
WasteWater Loans (2)	155-1276	577,777	594,019	668,616	736,214	816,173	874,919	909,929	1,101,220	1,155,056	53,836	245,127	280,137	338,883
Urban Renewal	900-9000	68,236	207,433	297,767	432,235	421,085	290,175	468,968	498,048	360,477	(137,571)	(108,491)	70,302	(60,608)
Total Restricted Funds		1,006,931	1,078,174	1,692,973	2,104,244	2,035,450	2,129,140	2,408,995	2,730,045	2,396,819	(333,226)	600,905	694,595	625,801
City Hall Reserves	150-1010			69,066	63,697	0	147,935	186,780	231,318	205,983	(25,335)	19,203	58,049	205,983
Commons Reserves	150-1020			118,449	145,449	145,449	153,468	161,555	250,056	301,991	51,935	140,436	148,523	156,542
LLC & Museum Reserves	150-1025			213,077	208,077	208,077	208,077	194,809	166,185	(69,093)	(235,278)	(263,902)	(277,170)	(277,170)
Library Reserves	150-1030			242,453	306,638	291,781	286,775	253,085	479,203	413,262	(65,941)	160,177	126,488	121,481
Parks and Trails Reserves	150-1035			103,486	153,486	135,156	219,407	500,211	441,797	237,923	(203,874)	(262,289)	18,516	102,767
Streets Reserves	150-1040			437,841	316,867	315,906	101,356	104,557	44,158	37,013	(7,146)	(67,544)	(64,343)	(278,893)
Storm Drains Capital	150-1050			0	40,000	40,000	70,198	119,311	54,228	50,966	(3,262)	(68,346)	(19,232)	10,966
Water Reserves	660-1705			167,522	252,358	1,121,617	1,769,111	1,856,074	2,077,703	2,036,288	(41,415)	180,214	267,177	914,671
WasteWater Reserves	670-1805			443,800	518,930	1,004,775	1,034,069	1,060,779	1,417,896	1,318,358	(99,539)	257,578	284,289	313,583
Total Capital Reserves		1,838,319	1,554,067	1,795,694	2,005,502	3,262,761	3,990,394	4,437,163	5,162,544	4,532,690	(629,853)	1,172,150	1,899,783	3,157,042
Total Fund Balances		3,645,456	3,610,369	4,992,757	6,113,614	7,007,968	8,773,228	9,621,231	10,819,213	10,130,846	(688,367)	2,045,985	3,811,245	4,705,599

** Beginning Balances AUDITED

City of Yachats
Contract Expense Report
YTD Through June 30, 2025 (Soft Close 4)

DESCRIPTION/VENDOR NAME	YTD FY2025
Ace Alarms	1,912.00
Bader, Donna	2,886.50
Cambria Design, LLC	500.00
Cline, Janet Financial Services	35,295.00
Finberg, Jenna	500.00
Fritz-Barrett, Lorraine (Laundry Services)	25.00
General Code	2,060.00
GeoSciences Management Inter	2,864.80
JP Marketing	13,824.55
Lauritzen, Thomas	1,375.00
Library Concepts	729.95
Local Government Law Group, PC	3,636.00
Marchand, Rosa	14,150.00
Northwest Forestry Services	540.00
NXNW Creative	875.00
Office Interior Concepts	630.00
Oregon Cascades West COG	5,970.00
Oregon Coast Piano Services	148.50
Pacific Habitat Services, Inc.	375.00
Perez, John	2,230.00
Powell Banz Valuation, LLC	3,800.00
TCB Security Services Inc	1,705.75
TOTAL PAID YEAR TO DATE	\$ 96,033.05

FY2025 ANNUAL BUDGET AMOUNT \$ 140,500.00

PERCENTAGE EXPENDED

68.35%

Soft Close #4



June 2025

Personnel & Materials

Expenses: Budget vs YTD

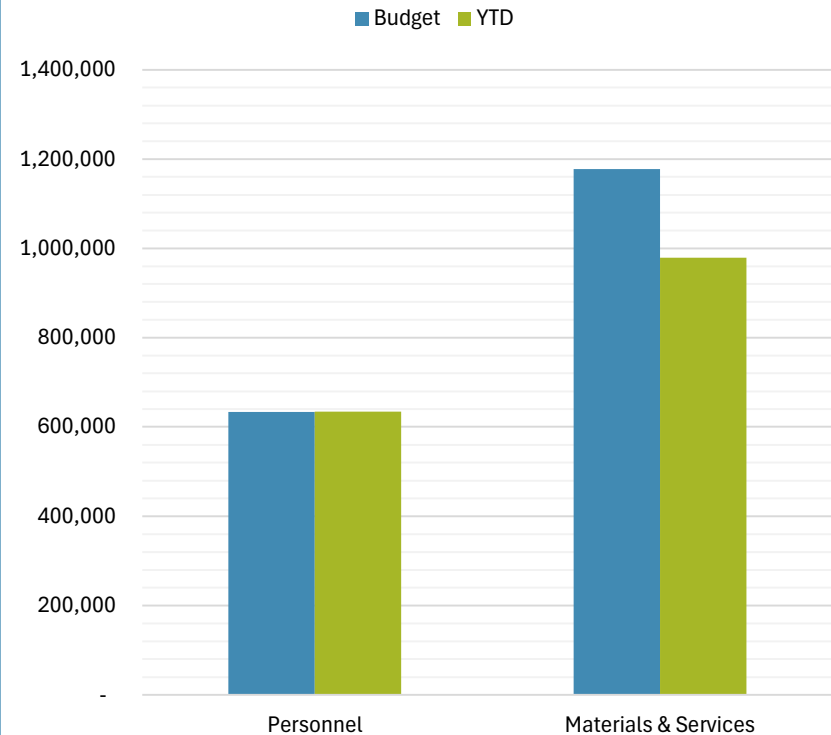
(Funds 100, 150, 155, 160)

	Budget	YTD	YTD/Budget
Personnel	634,040	634,518	100%
Materials & Services	1,178,000	979,111	83%

Percentage of Fiscal Year Completed 100.0%

Changes since June Soft Close #1 highlighted in yellow

Personnel, Materials, Services - Budget vs YTD





June 2025

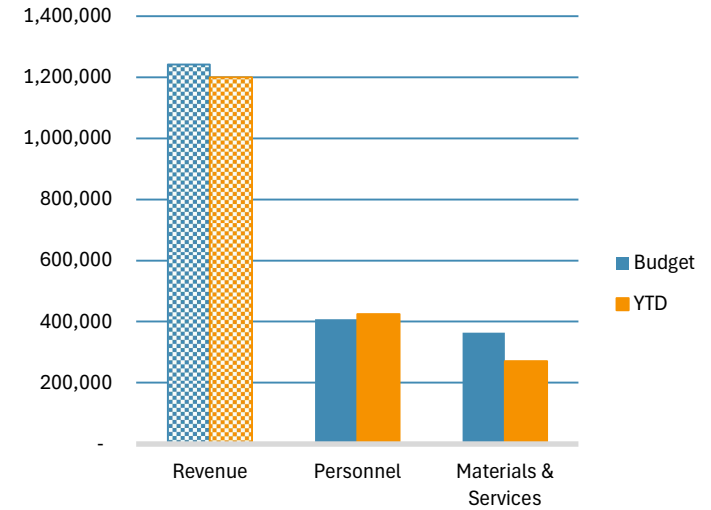
Water & Wastewater

Water Operating Costs

Fund 660

	Budget	YTD	YTD/Budget
Revenue	1,241,162	1,199,543	96.6%
Personnel	407,800	425,093	104.2%
Materials & Services	364,140	270,658	74.3%

Water - Operating Costs

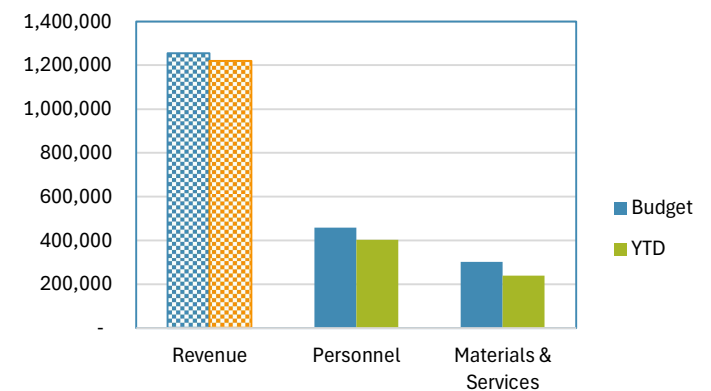


Wastewater Operating Costs

Fund 670

	Budget	YTD	YTD/Budget
Revenue	1,255,350	1,219,612	97.2%
Personnel	458,700	402,611	87.8%
Materials & Services	303,150	238,248	78.6%

Wastewater - Operating Costs



Percentage of Fiscal Year Completed 100.0%

Changes since June Soft Close #1 highlighted in yellow



Soft Close #4

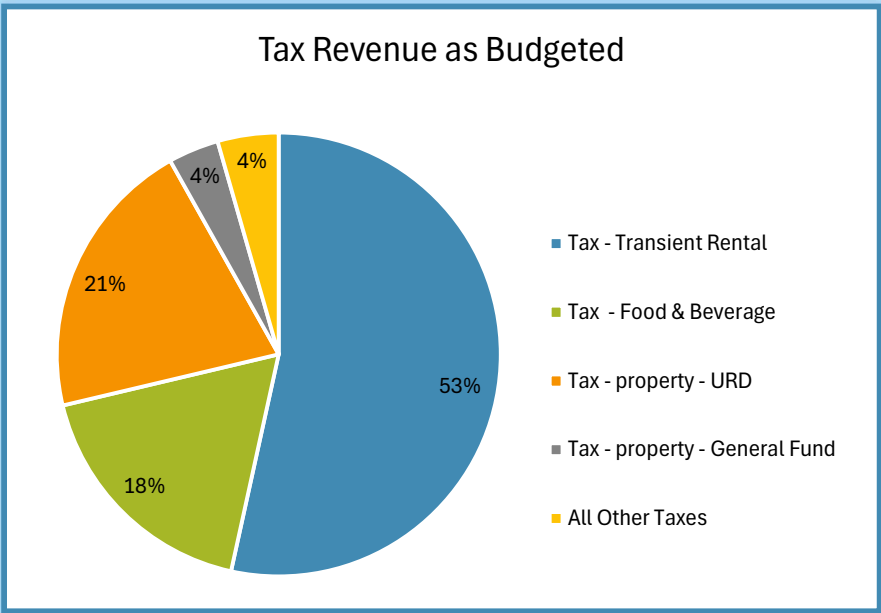
June 2025

Tax Revenue

Tax Revenue: Budget vs YTD

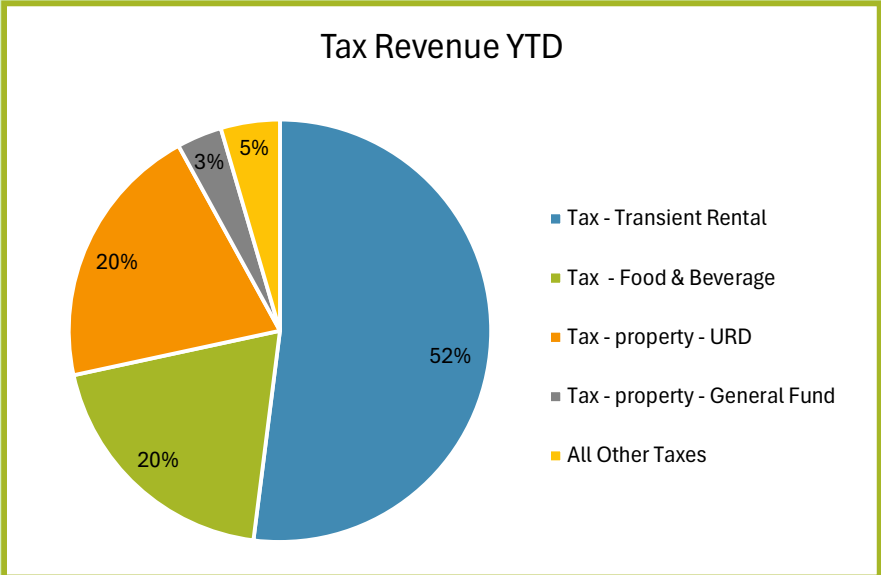
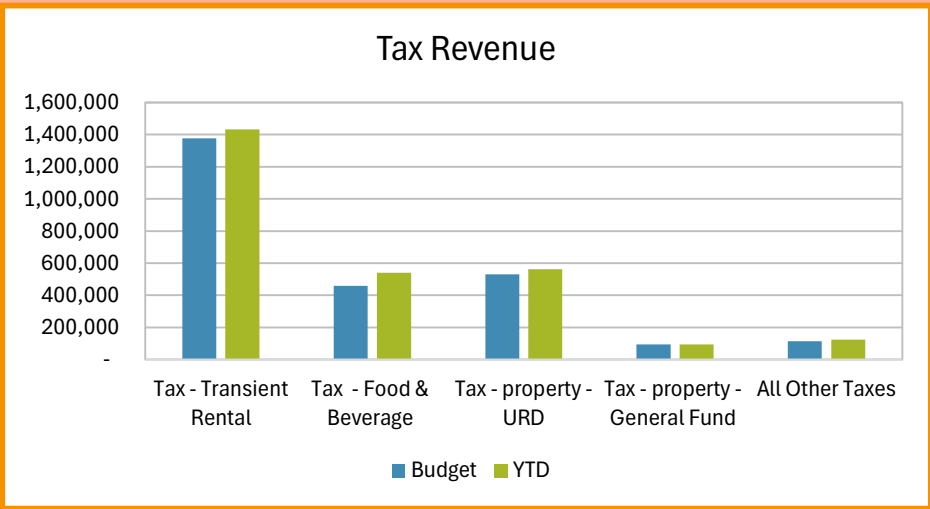
	Budget	YTD	YTD/Budget
Tax - Transient Rental	1,377,000	1,433,731	104.1%
Tax - Food & Beverage	460,000	541,360	117.7%
Tax - property - URD	530,000	562,363	106.1%
Tax - property - General Fund	95,000	95,211	100.2%
All Other Taxes	114,500	124,508	108.7%

Other Taxes include: Tobacco, OLCC, Marijuana, State Highways, Past due Property Tax



Percentage of Fiscal Year Compl 100.0%

Changes since June Soft Close #1 highlighted in yellow





Soft Close #4

June 2025

Visitor Amenities

Visitor Amenity

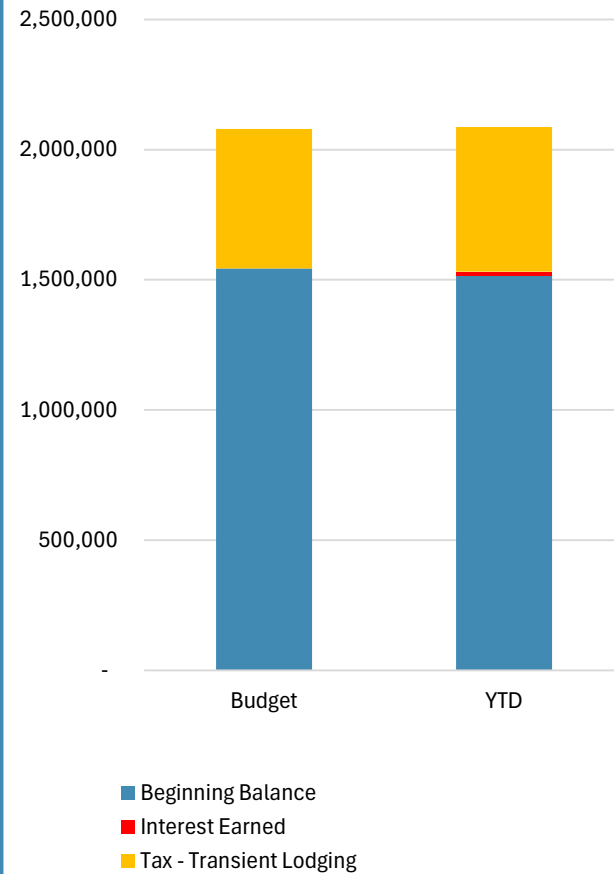
Fund 100-1045

Description	Budget	YTD	YTD/Budget
Beginning Balance	1,542,945	1,516,834	98.3%
Interest Earned	-	14,414	---
Tax - Transient Lodging	537,000	555,208	103.4%
	2,079,945	2,086,457	100.3%

Percentage of Fiscal Year Completed 100.0%

Changes since June Soft Close #1 highlighted in yellow

Visitor Amenities Revenue





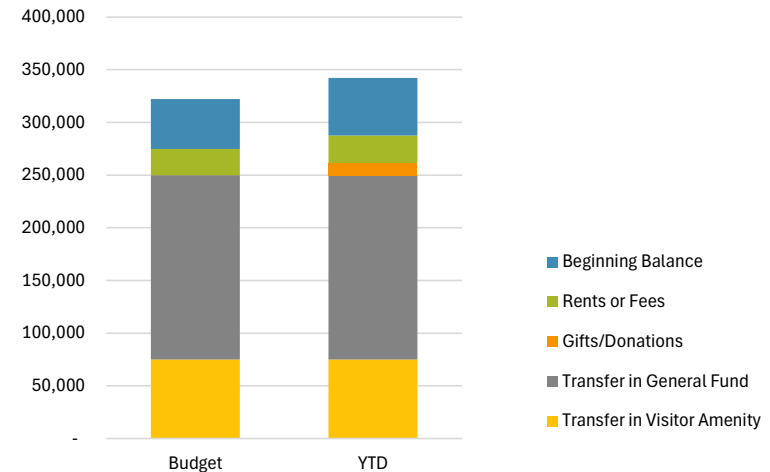
June 2025

Commons Revenue & Expenses

Commons Revenue - Budget vs YTD

	Budget	YTD	YTD/Budget
Beginning Balance	47,351	54,788	115.7%
Rents or Fees	25,000	26,164	104.7%
Gifts/Donations	-	11,372	---
Transfer in General Fund	175,000	175,000	100.0%
Transfer in Visitor Amenity	75,000	75,000	100.0%
	322,351	342,324	106.2%

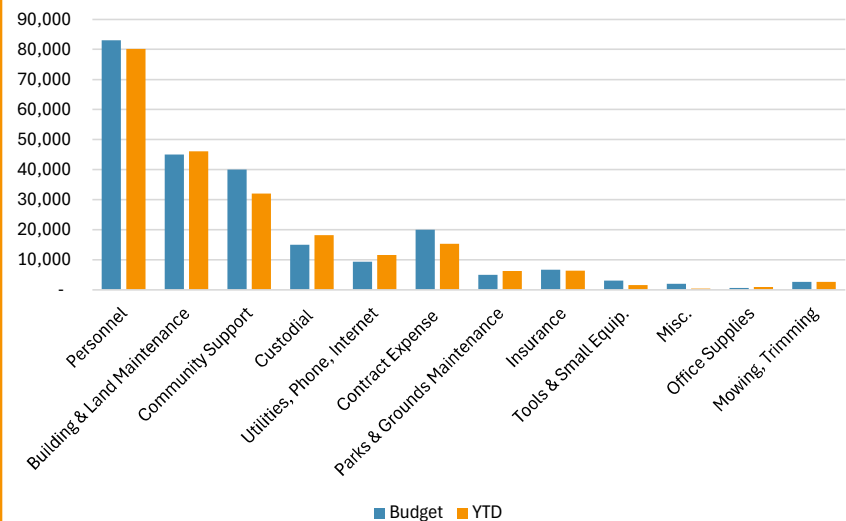
Commons Revenue - Budget vs YTD



Commons Expenses - Budget vs YTD

	Budget	YTD	YTD/Budget
Personnel	83,000	80,154	96.6%
Building & Land Maintenance	45,000	46,057	102.3%
Community Support	40,000	32,084	80.2%
Custodial	15,000	18,170	121.1%
Utilities, Phone, Internet	9,300	11,522	123.9%
Contract Expense	20,000	15,300	76.5%
Parks & Grounds Maintenance	5,000	6,246	124.9%
Insurance	6,700	6,377	95.2%
Tools & Small Equip.	3,000	1,596	53.2%
Misc.	2,000	368	18.4%
Office Supplies	600	972	161.9%
Mowing, Trimming	2,600	2,555	98.3%
	232,200	221,400	95.3%

Commons Expenses - Budget vs YTD



Percentage of Fiscal Year Completed 100.0%

Changes since June Soft Close #1 highlighted in yellow

ORDINANCE NO. 332
FRANCHISE AGREEMENT

This Franchise Agreement ("Franchise") is between the City of Yachats, Oregon hereinafter referred to as the "Grantor" and Falcon Telecable, a California Limited Partnership, locally known as CHARTER COMMUNICATIONS, hereinafter referred to as the "Grantee."

WHEREAS, the Grantor finds that the Grantee has substantially complied with the material terms of the current Franchise under applicable laws, and that the financial, legal and technical ability of the Grantee is sufficient to provide services, facilities and equipment necessary to meet the future cable-related needs of the community, and

WHEREAS, having afforded the public adequate notice and opportunity for comment, Grantor desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein; and

WHEREAS, the Grantor and Grantee have complied with all federal and State-mandated procedural and substantive requirements pertinent to this franchise renewal;

NOW, THEREFORE, the Grantor and Grantee agree as follows:

SECTION 1
Definition of Terms

1.1 **Terms.** For the purpose of this franchise the following terms, phrases, words and their derivations shall have the meaning ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time (the "Cable Act"), unless otherwise defined herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

- A. "Cable System," "Cable Service," and "Basic Cable Service" shall be defined as set forth in the Cable Act
- B. "Council" shall mean the governing body of the Grantor.
- C. "Cable Act" shall mean the Cable Communication Policy Act of 1984, as amended, 47 U.S.C. §§ 521, et. seq.
- D. "FCC" shall mean the Federal Communications Commission and any successor governmental entity thereto.
- E. "Franchise" shall mean the non-exclusive rights granted pursuant to this Franchise to construct operate and maintain a Cable System along the public ways within all or a specified area in the Service Area.

- F. "Gross Revenue" means any revenue, as determined in accordance with generally accepted accounting principles, received by the Grantee from the operation of the Cable System to provide Cable Services in the Service Area, provided, however, that such phrase shall not include: (1) any taxes, fees or assessments collected by the Grantee from Subscribers for pass-through to a government agency, including, without limitation, the FCC user fee, or any sales or utility taxes; (2) unrecovered bad debt; (3) credits, refunds and deposits paid to Subscribers; and (4) any exclusions available under applicable State .
- G. "Person" shall mean an individual, partnership, association, organization, corporation, trust or governmental entity.
- H. "Service Area" shall mean the geographic boundaries of the Franchise Authority, and shall include any additions thereto by annexation or other legal means, subject to the exception in Section 6 hereto.
- I. "State" shall mean the State of Oregon.
- J. "Street" shall include each of the following located within the Service Area: public streets, roadways, highways, bridges, land paths, boulevards, avenues, lanes, alleys, sidewalks, circles, drives, easements, rights of way and similar public ways and extensions and additions thereto, including but not limited to public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Grantor in the Service Area, which shall entitle the Grantee to the use thereof for the purpose of installing, operating, repairing and maintaining the Cable System.
- K. "Subscriber" shall mean any Person lawfully receiving Cable Service from the Grantee.

SECTION 2

Grant of Franchise

2.1 Grant. The Grantor hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to erect, construct, operate and maintain in, upon, along, across, above, over and under the Streets, now in existence and as may be created or established during its terms; any poles, wires, cable, underground conduits, manholes, and other conductors and fixtures necessary for the maintenance and operation of a Cable System. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal, State or local law.

2.2 Term. The Franchise and the rights, privileges and authority hereby granted shall be for an initial term of five (5) years, commencing on the Effective Date of this Franchise as set forth in Section 14.10. This Franchise will be automatically extended for an additional term of five (5) years from the expiration date as set forth in Section 14.10, unless either party notifies the other in writing of its desire to not exercise this automatic extension (and enter renewal negotiations under the Cable Act) at least three (3) years before the expiration of this Franchise. If such a notice is given, the parties will then proceed under the federal Cable Act renewal procedures.

2.3 Police Powers and Conflicts with Franchise. The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance necessary to the safety, health, and welfare of the public, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise. This Franchise is a contract and except as to those changes which are the result of the Grantor's lawful exercise of its general police power, the Grantor may not take any unilateral action which materially changes the explicit mutual promises in this contract. Any changes to this Franchise must be made in writing signed by the Grantee and the Grantor. In the event of any conflict between this Franchise and any Grantor ordinance or regulation that is not generally applicable, this Franchise shall control.

2.4 Cable System Franchise Required. No Cable System shall be allowed to occupy or use the streets or public rights-of-way of the Service Area or be allowed to operate without a Cable System Franchise.

SECTION 3 **Franchise Renewal**

3.1 Procedures for Renewal. The Grantor and the Grantee agree that any proceedings undertaken by the Grantor that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, or any such successor statute.

SECTION 4 **Indemnification and Insurance**

4.1 Indemnification. The Grantee shall, by acceptance of the Franchise granted herein, defend the Grantor, its officers, boards, commissions, agents, and employees for all claims for injury to any Person or property caused by the negligence of Grantee in the construction or operation of the Cable System and in the event of a determination of liability shall indemnify and hold Grantor, its officers, boards, commissions, agents, and employees harmless from any and all liabilities, claims, demands, or judgments growing out of any injury to any Person or property as a result of the negligence of Grantee arising out of the construction, repair, extension, maintenance, operation or removal of its wires, poles or other equipment of any kind or character used in connection with the operation of the Cable System, provided that the Grantor shall give the Grantee written notice of its obligation to indemnify the Grantor within ten (10) days of receipt of a claim or action pursuant to this section. In the event any such claim arises, the Grantor shall tender the defense thereof to the Grantee and the Grantee shall have the right to defend, settle or compromise any claims arising hereunder and the Grantor shall cooperate fully herein. If the Grantor determined in good faith that its interests cannot be represented by the Grantee, the Grantee shall be excused from any obligation to represent the Grantor. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify the Grantor for any damages, liability or claims resulting from the willful misconduct or negligence of the Grantor or for the Grantor's use of the Cable System.

4.2 **Insurance.**

- A. The Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

Workers' Compensation	Statutory Limits
Commercial General Liability	[\$1,000,000] per occurrence, Combined Single Limit (C.S.L.) [\$2,000,000] General Aggregate
Auto Liability including coverage on all owned, non-owned hired autos Umbrella Liability	[\$1,000,000] per occurrence C.S.L.
Umbrella Liability	[\$1,000,000] per occurrence C.S.L.

- B. The Grantor shall be added as an additional insured, arising out of work performed by Charter, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.
- C. The Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage upon request.

SECTION 5 **Service Obligations**

5.1 **No Discrimination.** Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers, channel users, or general citizens on the basis of race, color, religion, national origin, age or sex.

5.2 **Privacy.** The Grantee shall fully comply with the privacy rights of Subscribers as contained in Cable Act Section 631 (47 U.S.C. § 551).

SECTION 6 **Service Availability**

6.1 **Service Area.** The Grantee shall continue to provide Cable Service to all residences within the Service Area where Grantee currently provides Cable Service. Grantee shall have the right, but not the obligation, to extend the Cable System into any other portion of the Service Area, including annexed areas. Cable Service offered to Subscribers pursuant to this Franchise shall be conditioned upon Grantee having legal access to any such Subscriber's dwelling unit or other units wherein such Cable Service is provided.

6.2 **New Development Underground.** In cases of new construction or property development where utilities are to be placed underground, the Grantor agrees to require as a condition of issuing a permit for open trenching to any developer or property owner that such developer or property owner give Grantee at least thirty (30) days prior written notice of such

construction or development, and of the particular dates on which open trenching will be available for Grantee's installation of conduit, pedestals and/or vaults, and laterals to be provided at Grantee's expense. Grantee shall also provide specifications as needed for trenching. Costs of trenching and easements required to bring service to the development shall be borne by the developer or property owner; except that if Grantee fails to install its conduit, pedestals and/or vaults, and laterals within five (5) working days of the date the trenches are available, as designated in the written notice given by the developer or property owner, then should the trenches be closed after the five day period, the cost of new trenching is to be borne by Grantee.

6.3 Annexation. The Grantor shall promptly provide written notice to the Grantee of its annexation of any territory which is being provided Cable Service by the Grantee or its affiliates. Such annexed area will be subject to the provisions of this Franchise upon sixty (60) days 'written notice from the Grantor, subject to the conditions set forth below and Section 6.1 above. The Grantor shall also notify Grantee in writing of all new street address assignments or changes within the Service Area. Grantee shall within ninety (90) days after receipt of the annexation notice, pay the Grantor franchise fees on revenue received from the operation of the Cable System to provide Cable Services in any area annexed by the Grantor if the Grantor has provided a written annexation notice that includes the addresses that will be moved into the Service Area in an Excel format or in a format that will allow Grantee to change its billing system. If the annexation notice does not include the addresses that will be moved into the Service Area, Grantee shall pay franchise fees within ninety (90) days after it receives the annexed addresses as set forth above. All notices due under this section shall be sent by certified mail, return receipt requested to the addresses set forth in Section 14.5 with a copy to the Director of Government Relations. In any audit of franchise fees due under this Franchise, Grantee shall not be liable for franchise fees on annexed areas unless and until Grantee has received notification and information that meets the standards set forth in this section.

SECTION 7

Construction and Technical Standards

7.1 Compliance with Codes. All construction practices and installation of equipment shall be done in accordance with all applicable sections of the National Electric Safety Code.

7.2 Construction Standards and Requirements. All of the Grantee's plant and equipment, including but not limited to the antenna site, head end and distribution system, towers, house connections, structures, poles, wire, cable, coaxial cable, fixtures and appurtenances shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained and operated in accordance with good engineering practices and performed by experienced maintenance and construction personnel.

7.3 Safety. The Grantee shall at all times employ ordinary care and shall use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage.

7.4 Network Technical Requirements. The Cable System shall be designed, constructed and operated so as to meet those technical standards adopted by the FCC relating to Cable

Systems contained in part 76 of the FCC's rules and regulations as may be amended from time to time, regardless of the transmission technology utilized.

7.5 Performance Monitoring. Grantee shall test the Cable System consistent with the FCC regulations.

SECTION 8 **Conditions on Street Occupancy**

8.1 General Conditions. Grantee shall have the right to utilize existing poles, conduits and other facilities whenever possible, and shall not construct or install any new, different, or additional poles, conduits, or other facilities on public property without obtaining all legally required permits of the Grantor.

8.2 Underground Construction. The facilities of the Grantee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, the Grantee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Grantor, the Grantee shall likewise place its facilities underground. In the event that any telephone or electric utilities are reimbursed by the Grantor or any agency thereof for the placement of cable underground or the movement of cable, Grantee shall be reimbursed upon the same terms and conditions as any telephone, electric or other utilities.

8.3 Construction Codes and Permits. Grantee shall obtain all legally required permits before commencing any work requiring a permit, including the opening or disturbance of any Street within the Service Area. The Grantor shall cooperate with the Grantee in granting any permits required, providing such grant and subsequent construction by the Grantee shall not unduly interfere with the use of such Streets. The Grantee shall adhere to all building and zoning codes currently or hereafter applicable to construction, operation or maintenance of the Cable System in the Service Area, provided that such codes are of general applicability and such codes are uniformly and consistently applied by the Grantor as to other public utility companies and other entities operating in the Service Area. Notwithstanding the above, the Grantee may set off any administrative permit fees or other fees required by the Grantor related to the Grantee's use of Grantor rights-of-way against the franchise fee payments required under Section 10.1 of this Franchise.

8.4 System Construction. All transmission lines, equipment and structures shall be so installed and located as to cause minimum interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. The Grantee shall, at all times, employ ordinary care and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any poles or other fixtures placed in any public way by the Grantee shall be placed in such a manner as not to interfere with the usual travel on such public way.

8.5 Restoration of Public Ways. Grantee shall, at its own expense, restore any damage or disturbance caused to the public way as a result of its operation, construction, or maintenance of the Cable System to a condition reasonably comparable to the condition of the Streets immediately prior to such damage or disturbance.

8.6 Removal in Emergency. Whenever, in case of fire or other disaster, it becomes necessary in the judgment of the Grantor to remove any of the Grantee's facilities, no charge shall be made by the Grantee against the Grantor for restoration and repair, unless such acts amount to gross negligence by the Grantor.

8.7 Tree Trimming. Grantee or its designee shall have the authority to trim trees on public property at its own expense as may be necessary to protect its wires and facilities.

8.8 Relocation for the Grantor. The Grantee shall, upon receipt of reasonable advance written notice, to be not less than ten (10) business days, protect, support, temporarily disconnect, relocate, or remove any property of Grantee when lawfully required by the Grantor pursuant to its police powers. Grantee shall be responsible for any costs associated with these obligations to the same extent all other users of the Grantor rights-of-way are responsible for the costs related to the relocation of their facilities.

8.9 Relocation for a Third Party. The Grantee shall, on the request of any Person holding a lawful permit issued by the Grantor, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Street as necessary any property of the Grantee, provided that the expense of such is paid by any such Person benefiting from the relocation and the Grantee is give reasonable advance written notice to prepare for such changes. The Grantee may require such payment in advance. For purposes of this subsection, "reasonable advance written notice" shall be no less than ten (10) business days in the event of a temporary relocation and no less than one hundred twenty (120) days for a permanent relocation.

8.10 Reimbursement of Costs. If funds are available to any Person using the Streets for the purpose of defraying the cost of any of the foregoing, the Grantor shall reimburse the Grantee in the same manner in which other Persons affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the Grantor shall make application for such funds on behalf of the Grantee.

8.11 Emergency Use. If the Grantee provides an Emergency Alert System ("EAS"), then the Grantor shall permit only appropriately trained and authorized Persons to operate the EAS equipment and shall take reasonable precautions to prevent any use of the Grantee's Cable System in any manner that results in inappropriate use thereof, or any loss or damage to the Cable System. The Grantor shall hold the Grantee, its employees, officers and assigns harmless from any claims or costs arising out of use of the EAS, including, but not limited to, reasonable attorneys' fees and costs.

SECTION 9

Service and Rates

9.1 Phone Service. The Grantee shall maintain a toll-free telephone number and a phone service operated such that complaints and requests for repairs or adjustments may be received at any time.

9.2 Notification of Service Procedures. The Grantee shall furnish each Subscriber at the time service is installed, written instructions that clearly set forth information concerning the procedures for making inquiries or complaints, including the Grantee's name, address and local telephone number. Grantee shall give the Grantor thirty (30) days prior notice of any rate increases, channel lineup or other substantive service changes.

9.3 Rate Regulation. Grantor shall have the right to exercise rate regulation to the extent authorized by law, or to refrain from exercising such regulation for any period of time, at the sole discretion of the Grantor. If and when exercising rate regulation, the Grantor shall abide by the terms and conditions set forth by the FCC.

9.4 Continuity of Service. It shall be the right of all Subscribers to continue receiving Cable Service insofar as their financial and other obligations to the Grantee are satisfied and provided that Grantee may discontinue or refuse to provide Cable Service to any person that is abusive and/or exhibits threatening behavior toward the Grantee's employees or representatives.

SECTION 10

Franchise Fee

10.1 Amount of Fee. Grantee shall pay to the Grantor an annual franchise fee in an amount equal to five percent (5%) of the annual Gross Revenue. Such payment shall be in addition to taxes of general applicability owed to the Grantor by the Grantee that are not included as franchise fees under federal law. Franchise fees may be passed through to Subscribers as a line item on Subscriber bills or otherwise as Grantee chooses, consistent with federal law.

10.2 Payment of Fee. Payment of the fee due the Grantor shall be made on a quarterly basis, within forty-five (45) days of the close of each calendar quarter and transmitted by electronic funds transfer to a bank account designated by Grantor. The payment period and the collection of the franchise fees that are to be paid to the Grantor pursuant to the Franchise shall commence sixty (60) days after the Effective Date of the Franchise as set forth in Section 14.10. In the event of a dispute, the Grantor, if it so requests, shall be furnished a statement of said payment, reflecting the Gross Revenues and the applicable charges.

10.3 Accord and Satisfaction. No acceptance of any payment by the Grantor shall be construed as a release or as an accord and satisfaction of any claim the Grantor may have for additional sums payable as a franchise fee under this Franchise.

10.4 Limitation on Recovery. The period of limitation for recovery of any franchise fee payable hereunder shall be three (3) years from the date on which payment by the Grantee was due.

SECTION 11

Transfer of Franchise

11.1 Franchise Transfer. The Franchise granted hereunder shall not be assigned, other than by operation of law or to an entity controlling, controlled by, or under common control with the Grantee, without the prior consent of the Grantor, such consent not to be unreasonably withheld or delayed. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System to secure indebtedness. Within thirty (30) days of receiving a request for transfer, the Grantor shall notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the Grantor has not taken action on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request, consent by the Grantor shall be deemed given.

SECTION 12

Records, Reports and Maps

12.1 Reports Required. The Grantee's schedule of charges for regular Subscriber service, its policy regarding the processing of Subscriber complaints, delinquent Subscriber disconnect and reconnect procedures and any other terms and conditions adopted as the Grantee's policy in connection with its Subscribers shall be filed with the Grantor upon request.

12.2 Records Required.

The Grantee shall at all times maintain:

- A. A record of all written complaints received regarding interruptions or degradation of Cable Service, which record shall be maintained for one (1) year.
- B. A full and complete set of plans, records and strand maps showing the location of the Cable System.

12.3 Inspection of Records. Grantee shall permit any duly authorized representative of the Grantor, upon receipt of advance written notice, to examine during normal business hours and on a non-disruptive basis any and all of Grantee's records maintained by Grantee as is reasonably necessary to ensure Grantee's compliance with the Franchise. Such notice shall specifically reference the subsection of the Franchise that is under review so that the Grantee may organize the necessary books and records for easy access by the Grantor. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years, except for service complaints, which shall be kept for one (1) year as specified above. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act. The Grantor agrees to treat as confidential any books, records or maps that constitute proprietary or confidential information to the extent Grantee make the Grantor aware of such confidentiality. If the Grantor believes it must release any such confidential books or records in the course of enforcing this Franchise, or for any other reason, it shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent

permitted by State and federal law, it shall deny access to any of Grantee's books and records marked confidential, as set forth above, to any Person.

SECTION 13 **Enforcement or Revocation**

13.1 Notice of Violation. If the Grantor believes that the Grantee has not complied with the terms of the Franchise, the Grantor shall first informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the Grantor shall notify the Grantee in writing of the exact nature of the alleged noncompliance (the "Violation Notice").

13.2 Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from receipt of the Violation Notice to (i) respond to the Grantor, contesting the assertion of noncompliance, or (ii) to cure such default, or (iii) if, by the nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Grantor of the steps being taken and the projected date that they will be completed.

13.3 Public Hearing. If the Grantee fails to respond to the Violation Notice received from the Grantor, or if the default is not remedied within the cure period set forth above, the Board shall schedule a public hearing if it intends to continue its investigation into the default. The Grantor shall provide the Grantee at least twenty (20) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, notice of which shall be published by the Clerk of the Grantor in a newspaper of general circulation within the Grantor in accordance with Section 14 hereof. The Grantee shall have the right to present evidence and to question witnesses. The Grantor shall determine if the Grantee has committed a violation and shall make written findings of fact relative to its determination. If a violation is found, the Grantee may petition for reconsideration before any competent tribunal having jurisdiction over such matters.

13.4 Enforcement. Subject to applicable federal and State law, in the event the Grantor, after the hearing set forth in subsection 13.3 above, determines that the Grantee is in default of any provision of the Franchise, the Grantor may:

- A. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or
- B. Commence an action at law for monetary damages or seek other equitable relief; or
- C. In the case of a substantial default of a material provision of the Franchise, seek to revoke the Franchise itself in accordance with subsection 14.5 below.

13.5 Revocation.

- A. Prior to revocation or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set

forth the exact nature of the noncompliance. The Grantee shall have sixty (60) days from such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If the Grantor has not received a satisfactory response from Grantee, it may then seek to revoke the Franchise at a public hearing. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Franchise.

- B. At the hearing, the Board shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Grantee within ten (10) business days. The decision of the Board shall be made in writing and shall be delivered to the Grantee. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Board de novo. The Grantee may continue to operate the Cable System until all legal appeals procedures have been exhausted.
- C. Notwithstanding the above provisions, the Grantee does not waive any of its rights under federal law or regulation.
- D. Upon revocation of the Franchise, Grantee may remove the Cable System from the Streets of the Grantor, or abandon the Cable System in place.

SECTION 14 **Miscellaneous Provisions**

14.1 Force Majeure. The Grantee shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

14.2 Minor Violations. Furthermore, the parties hereby agree that it is not the Grantor's intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Service Area, or where strict performance would result in practical difficulties and hardship to the Grantee which outweighs the benefit to be derived by the Grantor and/or Subscribers.

14.3 Action of Parties. In any action by the Grantor or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

14.4 Equal Protection. If any other provider of cable services or video services (without regard to the technology used to deliver such services) is lawfully authorized by the Grantor or by any other State or federal governmental entity to provide such services using facilities located wholly or partly in the public rights-of-way of the Grantor, the Grantor shall within thirty (30) days of a written request from Grantee, modify this Franchise to insure that the obligations applicable to Grantee are no more burdensome than those imposed on the new competing provider. If the Grantor fails to make modifications consistent with this requirement, Grantee's Franchise shall be deemed so modified thirty (30) days after the Grantee's initial written notice. As an alternative to the Franchise modification request, the Grantee shall have the right and may choose to have this Franchise with the Grantor be deemed expired thirty (30) days after written notice to the Grantor. Nothing in this Franchise shall impair the right of the Grantee to terminate this Franchise and, at Grantee's option, negotiate a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate government entity.

14.5 Notices. Unless otherwise provided by federal, State or local law, all notices, reports or demands pursuant to this Franchise shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested, nationally or internationally recognized courier service such as Federal Express or electronic mail communication to the designated electronic mail address provided below. Grantee shall provide thirty (30) days' written notice of any changes in rates, programming services or channel positions using any reasonable written means. As set forth above, notice served upon the Grantor shall be delivered or sent to:

If to the Grantor: City of Yachats
 441 North Hwy 101
 P.O. Box 345
 Yachats, OR 97498

If to the Grantee: Charter Communications
 222 NE Park Plaza Drive, Suite 231
 Vancouver, WA 98684
 Attn: Director of Government Relations

With a courtesy copy to:
 Charter Communications
 Attn: Vice President of Government Affairs
 12405 Powerscourt Drive
 St. Louis, MO 63131

14.6 Public Notice. Minimum public notice of any public meeting relating to this Franchise or any such grant of additional franchises, licenses, consents, certificates, authorizations, or exemptions by the Grantor to any other Person(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way shall be by publication at least once in a newspaper of general circulation in the area at least ten (10) days prior to the meeting and a posting at the administrative buildings of the Grantor.

14.6.1 Grantor shall provide written notice to Grantee within ten (10) days of Grantor's receipt from any other Person(s) of an application or request for a franchise(s), license(s), consent(s), certificate(s), authorization(s), or exemption(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way. Any public hearings to consider such application or request shall have the same notice requirement as outlined in Paragraph 15.6 above.

14.7 Severability. If any section, subsection, sentence, clause, phrase, or portion of this Franchise is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Franchise.

14.8 Entire Agreement. This Franchise and any Exhibits hereto constitute the entire agreement between Grantee and the Grantor and they supersede all prior or contemporaneous agreements, representations or understandings (whether written or oral) of the parties regarding the subject matter hereof.

14.9 Administration of Franchise. This Franchise is a contract and neither party may take any unilateral action that materially changes the explicit mutual promises and covenants contained herein. Any changes, modifications or amendments to this Franchise must be made in writing, signed by the Grantor and the Grantee.

14.10 Effective Date. The Franchise granted herein will take effect and be in full force from such date of acceptance by Grantee recorded on the signature page of this Franchise. The initial term of this franchise shall expire five (5) years from the Effective Date defined herein, unless extended in accordance with Section 2.2 of the Franchise or by the mutual agreement of the parties. If any fee or grant that is passed through to Subscribers is required by this Franchise, other than the franchise fee, such fee or grant shall go into effect sixty (60) days after the Effective Date of this Franchise.

Considered and approved this 12 day of February, 2015.

City of Yachats, Oregon

Signature: _____

Name/Title: _____

Ronald J. Bean
Mayor

Accepted this 12 day of 3, 2015, subject to applicable federal, State and local law.

Falcon Telecable, a California Limited Partnership, I/k/a Charter Communications

By: _____

Mark E. Brown

Printed Name: Mark E. Brown

Title: Vice-President, Government Affairs
Charter Communications

FRANCHISE AGREEMENT

This Franchise Agreement (“Franchise”) is between the City of Yachats, Oregon, hereinafter referred to as the “Grantor” and Spectrum Pacific West, LLC, locally known as CHARTER COMMUNICATIONS, hereinafter referred to as the “Grantee.”

WHEREAS, the Grantor finds that the Grantee has substantially complied with the material terms of the current Franchise under applicable laws, and that the financial, legal and technical ability of the Grantee is sufficient to provide services, facilities and equipment necessary to meet the future cable-related needs of the community; and

WHEREAS, having afforded the public adequate notice and opportunity for comment, Grantor desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein; and

WHEREAS, the Grantor and Grantee have complied with all federal and State-mandated procedural and substantive requirements pertinent to this franchise renewal;

NOW, THEREFORE, the Grantor and Grantee agree as follows:

SECTION 1 **Definition of Terms**

1.1 Terms. For the purpose of this franchise the following terms, phrases, words and their derivations shall have the meaning ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time (the “Cable Act”), unless otherwise defined herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word “shall” is mandatory and “may” is permissive. Words not defined shall be given their common and ordinary meaning.

- A. “Cable System,” “Cable Service,” and “Basic Cable Service” shall be defined as set forth in the Cable Act.
- B. “Council” shall mean the governing body of the Grantor.
- C. “Cable Act” shall mean the Cable Communication Policy Act of 1984, as amended, 47 U.S.C. §§ 521, et. seq.
- D. “Channel” shall mean a portion of the electromagnetic frequency spectrum which is used in a cable system and which is capable of delivering a television channel.
- E. “Equipment” shall mean any poles, wires, cable, antennae, underground conduits, manholes, and other conductors, fixtures, equipment and other facilities used for the maintenance and operation of physical facilities located in the Streets, including the Cable System.

- F. “FCC” shall mean the Federal Communications Commission and any successor governmental entity thereto.
- G. “Franchise” shall mean the non-exclusive rights granted pursuant to this Franchise to construct operate and maintain a Cable System along the public ways within all or a specified area in the Franchise Area.
- H. “Franchise Area” shall mean the geographic boundaries of the Grantor, and shall include any additions thereto by annexation or other legal means.
- I. “Gross Revenue” means any revenue, as determined in accordance with generally accepted accounting principles, received by the Grantee from the operation of the Cable System to provide Cable Services in the Franchise Area, provided, however, that such phrase shall not include: (1) any taxes, fees or assessments collected by the Grantee from Subscribers for pass-through to a government agency, including, without limitation, any state or federal regulatory fees, the franchise fee, or any sales or utility taxes; (2) unrecovered bad debt; (3) credits, refunds and deposits paid to Subscribers; (4) any exclusions available under applicable State law.
- J. “Person” shall mean an individual, partnership, association, organization, corporation, trust or governmental entity.
- K. “Service Area” shall mean the area described in subsection 6.1 hereto.
- L. “Standard Installation” shall mean installations to residences and buildings that are located up to 125 feet from the point of connection to Grantee’s existing distribution system.
- M. “State” shall mean the State of Oregon.
- N. “Street” shall include each of the following located within the Franchise Area: public streets, roadways, highways, bridges, land paths, boulevards, avenues, lanes, alleys, sidewalks, circles, drives, easements, rights of way and similar public ways and extensions and additions thereto, including but not limited to public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Grantor in the Franchise Area, which shall entitle the Grantee to the use thereof for the purpose of installing, operating, extending, repairing and maintaining the Cable System.
- O. “Subscriber” shall mean any Person lawfully receiving Cable Service from the Grantee.

SECTION 2

Grant of Franchise

2.1 Grant. The Grantor hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to erect, construct, extend, operate and maintain in, upon, along, across, above, over and under the Streets, now in existence and as may be created or established during its terms, all Equipment, including the Cable System. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal or State law.

2.2 Term. The Franchise and the rights, privileges and authority hereby granted shall be for an initial term *of ten (10) years*, commencing on the Effective Date of this Franchise as set forth in Section 14.12. This Franchise will be automatically extended for an additional term of five (5) years, unless either party notifies the other in writing of its desire to not exercise this automatic extension (and enter renewal negotiations under the Cable Act) at least three (3) years before the expiration of this Franchise. If such a notice is given, the parties will then proceed under the federal Cable Act renewal procedures.

2.3 Police Powers. The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance necessary to the safety, health, and welfare of the public, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise. This Franchise is a contract and except as to those changes which are the result of the Grantor's lawful exercise of its general police power, the Grantor may not take any unilateral action which materially changes the mutual promises in this contract.

2.4 Cable System Franchise Required. No Cable System shall be allowed to occupy or use the streets or public rights-of-way of the Franchise Area or be allowed to operate without a Cable System Franchise.

SECTION 3

Franchise Renewal

3.1 Procedures for Renewal. The Grantor and the Grantee agree that any proceedings undertaken by the Grantor that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, or any such successor statute.

SECTION 4

Indemnification and Insurance

4.1 Indemnification. The Grantee shall, by acceptance of the Franchise granted herein, defend the Grantor, its officers, boards, commissions, agents, and employees for all claims for injury to any Person or property caused by the negligence of Grantee in the construction or operation of the Cable System and in the event of a determination of liability shall indemnify and hold Grantor, its officers, boards, commissions, agents, and employees harmless from any and all liabilities, claims, demands, or judgments growing out of any injury to any Person or property as a result of the negligence of Grantee arising out of the construction, repair, extension, maintenance, operation or removal of its wires, poles or other equipment of any kind or character used in connection with the

operation of the Cable System, provided that the Grantor shall give the Grantee written notice of its obligation to indemnify the Grantor within ten (10) days of receipt of a claim or action pursuant to this section. In the event any such claim arises, the Grantor shall tender the defense thereof to the Grantee and the Grantee shall have the right to defend, settle or compromise any claims arising hereunder and the Grantor shall cooperate fully herein. If the Grantor determines in good faith that its interests cannot be represented by the Grantee, the Grantee shall be excused from any obligation to represent the Grantor. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify the Grantor for any damages, liability or claims resulting from the willful misconduct or negligence of the Grantor or for the Grantor's use of the Cable System.

4.2 Insurance.

- A. The Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

Workers' Compensation	Statutory Limits
Commercial General Liability	\$1,000,000 per occurrence, \$2,000,000 General Aggregate
Auto Liability including coverage on all owned, non-owned hired autos	\$1,000,000 per occurrence Combined Single Limit
Umbrella Liability	\$1,000,000 per occurrence

- B. The Grantor shall be added as an additional insured, arising out of work performed by Charter, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.
- C. The Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage upon request.

SECTION 5 **Service Obligations**

5.1 No Discrimination. Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers, Channel users, or general citizens on the basis of race, color, religion, national origin, age or sex.

5.2 Privacy. The Grantee shall fully comply with the privacy rights of Subscribers as contained in Cable Act Section 631 (47 U.S.C. § 551).

SECTION 6 **Service Availability**

6.1 Service Area. Subject to applicable law, the Grantee shall continue to provide Cable Service to all residences within the Franchise Area where Grantee currently provides Cable Service (the "Service Area"). Grantee shall have the right, but not the obligation, to extend the Cable

System into any other portion of the Franchise Area, including annexed areas. Cable Service offered to Subscribers pursuant to this Franchise shall be conditioned upon Grantee having legal access on reasonable terms and conditions to any such Subscriber's dwelling unit or other units wherein such Cable Service is provided.

6.2 New Development Underground. In cases of new construction or property development where utilities are to be placed underground, the Grantor agrees to require as a condition of issuing a permit for open trenching to any developer or property owner that such developer or property owner give Grantee at least thirty (30) days prior written notice of such construction or development, and of the particular dates on which open trenching will be available for Grantee's installation of conduit, pedestals and/or vaults, and laterals to be provided at Grantee's expense. Grantee shall also provide specifications as needed for trenching. Costs of trenching and easements required to bring service to the development shall be borne by the developer or property owner; except that if Grantee fails to install its conduit, pedestals and/or vaults, and laterals within fifteen (15) working days of the date the trenches are available, as designated in the written notice given by the developer or property owner, then should the trenches be closed after the fifteen day period, the cost of new trenching is to be borne by Grantee.

6.3 Annexation. The Grantor shall promptly provide written notice to the Grantee of its annexation of any territory which is being provided Cable Service by the Grantee or its affiliates. Such annexed area will be subject to the provisions of this Franchise upon sixty (60) days' written notice from the Grantor, subject to the conditions set forth below and Section 6.1 above. The Grantor shall also notify Grantee in writing of all new street address assignments or changes within the Franchise Area. Grantee shall within ninety (90) days after receipt of the annexation notice, pay the Grantor franchise fees on revenue received from the operation of the Cable System to provide Cable Services in any area annexed by the Grantor if the Grantor has provided a written annexation notice that includes the addresses that will be moved into the Franchise Area in an Excel format or in a format that will allow Grantee to change its billing system. If the annexation notice does not include the addresses that will be moved into the Franchise Area, Grantee shall pay franchise fees within ninety (90) days after it receives the annexed addresses as set forth above. All notices due under this section shall be sent by certified mail, return receipt requested to the addresses set forth in Section 14.7 with a copy to the Director of Government Affairs. In any audit of franchise fees due under this Franchise, Grantee shall not be liable for franchise fees on annexed areas unless and until Grantee has received notification and information that meets the standards set forth in this section.

SECTION 7

Construction and Technical Standards

7.1 Compliance with Codes. All construction practices and installation of equipment shall be done in accordance with all applicable sections of the National Electric Safety Code.

7.2 Construction Standards and Requirements. All of the Grantee's Equipment shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained and operated in accordance with good engineering practices and performed by experienced maintenance and construction personnel.

7.3 Safety. The Grantee shall at all times employ ordinary care and shall use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage.

7.4 Network Technical Requirements. The Cable System shall be designed, constructed and operated so as to meet those technical standards adopted by the FCC relating to Cable Systems contained in part 76 of the FCC's rules and regulations as may be amended from time to time.

SECTION 8 **Conditions on Street Occupancy**

8.1 General Conditions. Grantee shall have the right to utilize existing poles, conduits and other facilities whenever possible, and shall not construct or install any new, different, or additional poles, conduits, or other facilities on public property provided Grantee is able to access existing poles, conduits, or other facilities on reasonable terms and conditions.

8.2 Underground Construction. The facilities of the Grantee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, the Grantee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Grantor, the Grantee shall likewise place its facilities underground. In the event Grantor or any agency thereof directly or indirectly reimburses any utility for the placement of cable underground or the movement of cable, Grantee shall be similarly reimbursed.

8.3 Construction Codes and Permits. Grantee shall obtain all legally required permits before commencing any construction work, including the opening or disturbance of any Street within the Franchise Area, provided that such permit requirements are of general applicability and such permitting requirements are uniformly and consistently applied by the Grantor as to other public utility companies and other entities operating in the Franchise Area. The Grantor shall cooperate with the Grantee in granting any permits required, providing such grant and subsequent construction by the Grantee shall not unduly interfere with the use of such Streets. Notwithstanding the above, the Grantee may set off any administrative permit fees or other fees required by the Grantor related to the Grantee's use of Grantor rights-of-way against the franchise fee payments required under Section 10.1 of this Franchise.

8.4 System Construction. All transmission lines, equipment and structures shall be so installed and located as to cause minimum interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. The Grantee shall, at all times, employ ordinary care and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any poles or other fixtures placed in any public way by the Grantee shall be placed in such a manner as not to interfere with the usual travel on such public way.

8.5 Restoration of Public Ways. Grantee shall, at its own expense, restore any damage or disturbance caused to the public way as a result of its operation, construction, or maintenance of

the Cable System to a condition reasonably comparable to the condition of the Streets immediately prior to such damage or disturbance.

8.6 Tree Trimming. Grantee or its designee shall have the authority to trim trees on public property at its own expense as may be necessary to protect its wires and facilities.

8.7 Relocation for the Grantor. The Grantee shall, upon receipt of reasonable advance written notice, to be not less than ten (10) business days, protect, support, temporarily disconnect, relocate, or remove any property of Grantee when lawfully required by the Grantor pursuant to its police powers. Grantee shall be responsible for any costs associated with these obligations to the same extent all other users of the Grantor rights-of-way are responsible for the costs related to the relocation of their facilities.

8.8 Relocation for a Third Party. The Grantee shall, on the request of any Person holding a lawful permit issued by the Grantor, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Street as necessary any property of the Grantee, provided that the expense of such is paid by any such Person benefiting from the relocation and the Grantee is given reasonable advance written notice to prepare for such changes. The Grantee may require such payment in advance. For purposes of this subsection, "reasonable advance written notice" shall be no less than ten (10) business days in the event of a temporary relocation and no less than one hundred twenty (120) days for a permanent relocation.

8.9 Reimbursement of Costs. If funds are available to any Person using the Streets for the purpose of defraying the cost of any of the foregoing, the Grantor shall reimburse the Grantee in the same manner in which other Persons affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the Grantor shall make application for such funds on behalf of the Grantee.

8.10 Emergency Use. Grantee shall comply with 47 U.S.C. 544(g) and all regulations issued pursuant thereto with respect to an Emergency Alert System ("EAS").

SECTION 9 **Service and Rates**

9.1 Phone Service. The Grantee shall maintain a toll-free telephone number and a phone service operated to receive complaints and requests for repairs or adjustments at any time.

9.2 Notification of Service Procedures. The Grantee shall furnish each Subscriber at the time service is installed, written instructions that clearly set forth information concerning the procedures for making inquiries or complaints, including the Grantee's name, address and local telephone number. Grantee shall give the Grantor notice of any changes in rates, programming services or Channel positions in accordance with applicable law.

9.3 Rate Regulation. Grantor shall have the right to exercise rate regulation to the extent authorized by law, or to refrain from exercising such regulation for any period of time, at the sole discretion of the Grantor. If and when exercising rate regulation, the Grantor shall abide by the terms and conditions set forth by the FCC. Nothing herein shall be construed to limit the Grantee's ability to offer or provide bulk rate discounts or promotions.

9.4 Continuity of Service. It shall be the right of all Subscribers to continue receiving Cable Service insofar as their financial and other obligations to the Grantee are honored, and subject to Grantee's rights under Section 14.2 of this Franchise.

SECTION 10 **Franchise Fee**

10.1 Amount of Fee. Grantee shall pay to the Grantor an annual franchise fee in an amount equal to five percent (5%) of the annual Gross Revenue. Franchise fees may be passed through to Subscribers as a line item on Subscriber bills or otherwise as Grantee chooses, consistent with federal law. The amount of franchise fee and the method of calculation shall be equal when compared to the amount or method of calculation of the franchise fee in any other cable franchise or authorization to provide video service granted by Grantor. In the event any other cable franchise or authorization to provide video service provides for a lesser franchise fee than this Franchise, Grantee's obligation to pay a franchise fee under this Section 10.1 shall be reduced by an equivalent amount.

10.2 Payment of Fee. Payment of the fee due the Grantor shall be made on a quarterly basis, within forty-five (45) days of the close of each calendar quarter and transmitted by electronic funds transfer to a bank account designated by Grantor. The payment period and the collection of the franchise fees that are to be paid to the Grantor pursuant to the Franchise shall commence sixty (60) days after the Effective Date of the Franchise as set forth in Section 14.12. In the event of a dispute, the Grantor, if it so requests, shall be furnished a statement of said payment, reflecting the Gross Revenues and the applicable charges.

10.3 Accord and Satisfaction. No acceptance of any payment by the Grantor shall be construed as a release or as an accord and satisfaction of any claim the Grantor may have for additional sums payable as a franchise fee under this Franchise.

10.4 Limitation on Recovery. The period of limitation for recovery of any franchise fee payable hereunder shall be three (3) years from the date on which payment by the Grantee was due.

SECTION 11 **Transfer of Franchise**

11.1 Franchise Transfer. The Franchise granted hereunder shall not be assigned, other than by operation of law or to an entity controlling, controlled by, or under common control with the Grantee, without the prior consent of the Grantor, such consent not to be unreasonably withheld or delayed. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System to secure indebtedness. Within thirty (30) days of receiving a request for transfer, the Grantor shall notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the Grantor has not taken action on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request, consent by the Grantor shall be deemed given.

SECTION 12

Records

12.1 Inspection of Records. Grantee shall permit any duly authorized representative of the Grantor, upon receipt of advance written notice, to examine during normal business hours and on a non-disruptive basis any and all of Grantee's records maintained by Grantee as is reasonably necessary to ensure Grantee's compliance with the material terms of this Franchise. Such notice shall specifically reference the subsection of the Franchise that is under review so that the Grantee may organize the necessary books and records for easy access by the Grantor. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than one (1) year, provided that Grantee shall retain books and records relevant to the payment of the Franchise Fee for a period of three (3) years. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act. The Grantor agrees to treat as confidential any books, records or maps that constitute proprietary or confidential information to the extent Grantee makes the Grantor aware of such confidentiality. If the Grantor believes it must release any such confidential books, records, or maps in the course of enforcing this Franchise, or for any other reason, it shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by State and federal law, it shall deny access to any of Grantee's books, records, or maps marked confidential, as set forth above, to any Person.

SECTION 13

Enforcement or Revocation

13.1 Notice of Violation. If the Grantor believes that the Grantee has not complied with the terms of the Franchise, the Grantor shall first informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the Grantor shall notify the Grantee in writing of the exact nature of the alleged noncompliance (the "Violation Notice").

13.2 Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from receipt of the Violation Notice to (i) respond to the Grantor, contesting the assertion of noncompliance, or (ii) to cure such default, or (iii) if, by the nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Grantor of the steps being taken and the projected date that they will be completed.

13.3 Public Hearing. If the Grantee fails to respond to the Violation Notice received from the Grantor, or if the default is not remedied within the cure period set forth above, the Council shall schedule a public hearing if it intends to continue its investigation into the default. The Grantor shall provide the Grantee at least twenty (20) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, notice of which shall be published by the Clerk of the Grantor in a newspaper of general circulation within the Grantor in accordance with subsection 15.8 hereof. At the hearing, the Council shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Grantee within ten (10) business days. The

decision of the Council shall be made in writing and shall be delivered to the Grantee. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Council *de novo*. The Grantee may continue to operate the Cable System until all legal appeals procedures have been exhausted.

13.4 Enforcement. Subject to applicable federal and State law, in the event the Grantor, after the hearing set forth in subsection 13.3 above, determines that the Grantee is in default of any provision of the Franchise, the Grantor may:

- A. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or
- B. Commence an action at law for monetary damages or seek other equitable relief; or
- C. In the case of a substantial default of a material provision of the Franchise, seek to revoke the Franchise itself in accordance with subsection 13.5 below.

13.5 Revocation.

- A. Prior to revocation or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have sixty (60) days from such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If the Grantor has not received a satisfactory response from Grantee, it may then seek to revoke the Franchise at a public hearing. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Franchise. The public hearing shall be conducted in accordance with the requirements of Section 13.3 above.
- B. Notwithstanding the above provisions, the Grantee reserves all of its rights under federal law or regulation.
- C. Upon revocation of the Franchise, Grantee may remove the Cable System from the Streets of the Grantor, or abandon the Cable System in place.

SECTION 14 **Miscellaneous Provisions**

14.1 Compliance with Laws. Grantor and Grantee shall conform to all applicable state and federal laws and rules regarding cable television as they become effective. Grantee shall also conform with all generally applicable Grantor ordinances, resolutions, rules and regulations heretofore or hereafter adopted or established during the entire term of the Franchise. In the event of a conflict between Grantor ordinances, resolutions, rules or regulations and the provisions of this Franchise, the provisions of this Franchise shall govern.

14.2 Force Majeure. The Grantee shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

14.3 Minor Violations. Furthermore, the parties hereby agree that it is not the Grantor's intention to subject the Grantee to forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Franchise Area, or where strict performance would result in practical difficulties or hardship to the Grantee which outweighs the benefit to be derived by the Grantor and/or Subscribers.

14.4 Action of Parties. In any action by the Grantor or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

14.5 Equal Protection. If any other provider of cable services or video services (without regard to the technology used to deliver such services) is lawfully authorized by the Grantor or by any other State or federal governmental entity to provide such services using facilities located wholly or partly in the public rights-of-way of the Grantor, the Grantor shall within thirty (30) days of a written request from Grantee, modify this Franchise to insure that the obligations applicable to Grantee are no more burdensome than those imposed on the new competing provider. If the Grantor fails to make modifications consistent with this requirement, Grantee's Franchise shall be deemed so modified thirty (30) days after the Grantee's initial written notice. As an alternative to the Franchise modification request, the Grantee shall have the right and may choose to have this Franchise with the Grantor be deemed expired thirty (30) days after written notice to the Grantor. Nothing in this Franchise shall impair the right of the Grantee to terminate this Franchise and, at Grantee's option, negotiate a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate government entity. Nothing in this Section 15.5 shall be deemed a waiver of any remedies available to Grantee under federal, state or municipal law, including but not limited to Section 625 of the Cable Act, 47 U.S.C. § 545.

14.6 Change in Law. Notwithstanding any other provision in this Franchise, in the event any change to state or federal law occurring during the term of this Franchise eliminates the requirement for any person desiring to provide video service or Cable Service in the Franchise Area to obtain a franchise from the Grantor, then Grantee shall have the right to terminate this Franchise and operate the system under the terms and conditions established in applicable law. If Grantee chooses to terminate this Franchise pursuant to this provision, this Franchise shall be deemed to have expired by its terms on the effective date of any such change in law, whether or not such law allows existing franchise agreements to continue until the date of expiration provided in any existing franchise.

14.7 Notices. Unless otherwise provided by federal, State or local law, all notices pursuant to this Franchise shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested, nationally or internationally recognized courier service such as Federal Express or electronic mail communication to the designated electronic mail address provided below. As set forth above, notice served upon the Grantor shall be delivered or sent to:

Grantor: **NAME**
City of Yachats
441 North Hwy 101
PO Box 345
Yachats, OR 97498

Email:

Grantee: Director, Government Affairs
Charter Communications
222 NE Park Plaza Drive, Suite 231
Vancouver, WA 98684
Email: chris.madden@charter.com

Copy to: Charter Communications
Attn: Vice President, Government Affairs
601 Massachusetts Ave. NW, Suite 400W
Washington, DC 20001

14.8 Public Notice. Minimum public notice of any public meeting relating to this Franchise or any such grant of additional franchises, licenses, consents, certificates, authorizations, or exemptions by the Grantor to any other Person(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way shall be by publication at least once in a newspaper of general circulation in the area at least ten (10) days prior to the meeting and a posting at the administrative buildings of the Grantor.

14.8.1 Grantor shall provide written notice to Grantee within ten (10) days of Grantor's receipt from any other Person(s) of an application or request for a franchise(s), license(s), consent(s), certificate(s), authorization(s), or exemption(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way. Any public hearings to consider such application or request shall have the same notice requirement as outlined in Paragraph 14.7 above.

14.9 Severability. If any section, subsection, sentence, clause, phrase, or portion of this Franchise is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Franchise.

14.10 Entire Agreement. This Franchise and any Exhibits hereto constitute the entire agreement between Grantee and the Grantor and they supersede all prior or contemporaneous agreements,

representations or understandings (whether written or oral) of the parties regarding the subject matter hereof.

14.11 Administration of Franchise. This Franchise is a contract and neither party may take any unilateral action that materially changes the mutual promises and covenants contained herein. Any changes, modifications or amendments to this Franchise must be made in writing, signed by the Grantor and the Grantee. Any determination by the Grantor regarding the interpretation or enforcement of this Franchise shall be subject to de novo judicial review.

14.12 Effective Date. The Franchise granted herein will take effect and be in full force from such date of acceptance by Grantee recorded on the signature page of this Franchise. If any fee or grant that is passed through to Subscribers is required by this Franchise, such fee or grant shall go into effect sixty (60) days after the Effective Date of this Franchise.

14.13 No Third Party Beneficiaries. Nothing in this Franchise is intended to confer third-party beneficiary status on any person other than the parties to this Franchise to enforce the terms of this Franchise.

Considered and approved this ____ day of _____, 20____.

City of Yachats, Oregon

Signature:_____

Name/Title:_____

Accepted this ____ day of _____, 20____, subject to applicable federal and State law.

Spectrum Pacific West, LLC

By: Charter Communications, Inc., Its Manager

Signature:_____

Name/Title:_____



City Council Regular Meeting
Meeting Date: September 17, 2025

ITEM TITLE: Vacation Rental License Code update

DISCUSSION/BACKGROUND/ISSUE:

The vacation rental code is one of the City of Yachats' codes that needs revision and updating as we review all of our City codes. We have a dedicated staff member overseeing the vacation rental licenses and a code compliance person to handle inspections and re-inspections.

One thing that was unclear and needed clarification is who can be listed as the dwelling unit owner representative— a person, a trust, or an LLC. In the past, the wording was unclear. The policy in place has been to only allow a license to be granted to a person, but that was not clearly stated in the code.

Our City attorney, staff, and Councilor Collins have reviewed this updated code. We would like the council to review, provide comments, and then follow the necessary public noticing procedures to update this code.

FISCAL IMPACT:

Cost to update the code and notify the public

RELEVANCE TO 2025 COUNCIL GOALS:

1. Achieve water sustainability
2. Deliver efficient, effective, transparent municipal services
3. Provide safe access to and use of city infrastructure, trails, and parks

4. Identify ways to expand the housing supply and diversify housing options
 5. Environmentally aware in all we do
 6. Effectively manage and plan for the city's financial needs
 7. Synchronize and update city policies and administrative rules.
-

RECOMMENDATION:

To proceed with implementing the code edits.

PREPARED BY:

Bobbi Price, City Manager

ITEMS ATTACHED:

[Edited Vacation Rental Code](#)

[Edited Vacation Rental Code with redline edits](#)

September 11, 2025

The Honorable Mayor and City Council
City of Yachats
201 Hwy 101 N.
Yachats, OR 97498

RE: Fistera Site Geotechnical Evaluation for a New Water Reservoir
JO. 3096.2060.0

Ladies and Gentlemen:

The following is a review of the geotechnical investigation of the Fistera site for the proposed new City of Yachats water reservoir to replace the existing Upper Radar Road reservoir. The attached report provides an overview of the project, a summary of the geotechnical findings, a budget level cost estimate of the work required to develop the site for the new water tank, and some additional options for the City to consider should the determine it is not in the City's best interest to move forward with the project at the Fistera site at this time.

Westech Engineering appreciates the opportunity to serve the City on this important project.

If you have any questions or need additional information regarding this matter, please contact us at (503) 585-2474.

Sincerely,

WESTECH ENGINEERING, INC.

Raymond C. Engel, P.E.
Project

Manager
rce
encl.

cc: Rick McClung, City of Yachats
Rick McClung, City of Yachats



RENEWS: 12/31/2025

Fisterra Site Geotechnical Investigation Summary For a proposed new City of Yachats Water Reservoir September 11, 2025

Executive Summary

The ultimate purpose of this project is for the City to construct a new 1,000,000 (1 MG) or larger water reservoir to replace the existing Upper Radar Road reservoir. On August 6-7, 2025 a geotechnical exploration consisting of two bore holes was conducted on the Fistera site in the northern part of the City of Yachats. The portion of the site where the work was done is a heavily wooded, relatively steep hillside. The bore holes revealed there is approximately 25 feet of native soil before reaching bedrock. The soils, ground slopes and bedrock are such that the geotechnical engineer considers the site suitable for the construction of the proposed new water reservoir. However, the site circumstances pose challenging and comparatively high costs to the development of the site before the tank can be constructed. Because these circumstances make a decision to develop this site for a new reservoir, Westech Engineering felt it would be helpful to provide a brief look at some other options the City might wish to consider.

While other options exist, the preliminary review of those options shows that they may prove to be as challenging and costly as developing the Fistera site. The options discussed in this letter report include other possible sites for a tank of similar size and serving the same water service zone, constructing smaller tanks on multiple sites while serving the same water service zone, and construction of a new 1 MG or larger tank at the top of the hill near Horizon Hill Road. This report provides a general overview of these options. Should the City decide not to move forward with the Fistera site, additional engineering planning and analysis would be needed to determine the potential viability and costs related to any other plan of interest to the City.

Fisterra Site Geotechnical Evaluation Summary

The City authorized Westech Engineering to perform a geotechnical investigation on Tax Lot 14-12-23-CC-03102-00 to determine the suitability of that site for a new City water tank. This parcel is currently owned by Elk Mountain Properties and located southeast of Diversity Drive. The parcel is of interest because it has an area at the appropriate elevation of approximately 220 ft and reasonable access to the site of interest. Figure 1 shows the overall parcel with elevation contours based on lidar data, the proposed site and the access route from Highway 101.

Acting as project manager for this project, Westech subcontracted the geotechnical investigation to Central Engineering Services. The field exploration was performed on August 6th and 7th. This consisted of two vertical bores at the proposed tank site approximately 50 ft apart with one bore on the uphill side of the tank and the second downhill from the first. Both bores produced similar results, each finding approximately 25 ft of native soils before encountering solid ledge rock. The bores were extended an additional 10 ft into the rock to verify that the rock was not a large boulder.

While the geotechnical investigation indicates that the site appears to have the potential to be used for a new City water tank, two key factors would make locating a tank in this location challenging and expensive. The first concern is the 25 ft depth to bedrock. The second is the steep slopes of the existing terrain. These two factors combine to require extremely tall retaining walls to create the level site needed for the tank and surrounding access area, and numerous tall support columns under the tank and downhill-side access drive area.

Before showing what would be required to construct a new water tank on this site it is important to provide a little more background information. The City is currently served by the 1 million gallon (1 MG) Upper Radar Road Reservoir and the 200,000 gallon Lower Radar Road Reservoir. A geotechnical investigation of the Upper Radar Road Reservoir Site determined that Reservoir sits on a geologically unstable region. The reason for the new 1 MG tank is to replace the Upper Radar Road tank.

In addition, the Lower Radar Road Reservoir is old and approaching the end of its useful life. During discussions between Westech Engineering and the City, the general path forward was based on replacing the two Radar Road reservoirs with two new separate tanks of the same size as the existing tanks. As the planning for the geotechnical investigation for the 1 MG tank progressed, the City stated to Westech it would like to look at the concept of constructing a single 1.5 MG tank instead of two separate tanks. For reference purposes, to match the 33.8 ft water depth of the south water tank on Crestview Drive the diameter of a 1.5 MG tank would be 87 ft, while a 1.0 MG tank diameter would be 71 ft, and a 0.5 MG tank diameter would be 50 ft. Tank diameter is important because the larger the tank the harder it is to construct on a steeply sloping hillside.

As part of the coordination of the geotechnical field work, Westech looked at the generic placement of 1.5 MG and 1.0 MG tanks on the site and noted that an 87 ft diameter tank was likely to be significantly more difficult to construct on the proposed site. When the field boring found that the bedrock was 25 ft deep, it quickly became clear that 1.5 MG tank was unlikely to fit, so the initial focus was on the 1.0 MG tank.

Figure 2 shows a plan view layout for a 1 MG tank with a 12 ft clear space on the uphill side of the tank and a 20 ft clear space on the downhill side of the tank. Figure 2 also shows the approximate locations for the two geotechnical bores. Figure 3 shows a profile or section view of that same tank. The tank has been placed so that a portion of the tank is directly on the rock and the remainder of the tank is on native soil. In this view you can see that a 47 ft tall wall is required on the uphill side of the tank and a 12 ft wall is required on the downhill side. Figures 4 and 5 show profiles for the retaining walls around the tank including the total wall area for each wall. The area of the south wall is approximately 5,400 sf while the north wall is approximately 2,300 sf, for a total wall area of 7,700 sf.

Westech Engineering provided Figures 2 to 5 to Central Engineering Services for geotechnical analysis and cost estimating purposes. Central Engineering Services recommends a cost of \$178 per square ft of wall. With 7,700 sf of wall, the rough estimate for the walls is about \$1,400,000 (\$1.4 M). In addition to the walls, vertical supports down to the rock are required for the portion

of the tank and the access roadway area not supported by the rock. Central Engineering Services estimates that supports, called rigid inclusions, should be placed at 8 ft on center for 105 total of rigid inclusions with an average depth of 22 ft and an estimated cost of \$260 per ft of depth. The total estimated cost of the rigid inclusions is \$600,000 (\$0.6 M). Thus, the total cost just to stabilize the hillside and support the tank is \$2 million dollars (\$2.0 M). This cost does not include the earthwork to cut and level the hillside, construct the access road, install a new waterline or construct the tank.

The earthwork to excavate the hillside to create the level ground for the tank is estimated to involve approximately 5,000 cubic yards of soil plus an additional 900 cubic yards of rock. At \$40 per cubic yard for soil and \$200 per cubic yard for rock, the earthwork cost would be approximately \$380,000, rounded to \$400,000. The roadway is approximately 1,400 feet long. Assuming a 20 ft wide, the area is 28,000 sf. Approximately 2,000 tons of crushed rock is needed to place a foot of rock on the roadway. At \$50/ton, the roadway would cost \$100,000 to rock.

Finally, it is important to mention that the geotechnical exploration to date is not all of the Geotech work which will be required prior to construction of a new water tank on this site. The current geotechnical work was intended to determine if the site could be used for the new tank, and if so, the issues and costs likely to be encountered if the project moves forward. Additional field exploration will be required prior to preparation of construction plans and specifications. The geotechnical engineer noted that while the possibility for significant surprises exists when the additional exploration is done, based on the findings so far the potential for major surprises appears to be relatively low. However, due to the complexity of the project and the potential for some unexpected new information, a contingency of \$500,000 is included in the current cost estimate.

From the discussion above, the cost for the basic development of the site for the water tank is as follows:

Access Road	\$100,000
Earthwork	\$400,000
Retaining Walls	\$1,400,000
Rigid Inclusions	\$600,000
Site Contingency	\$500,000
Total	\$3,000,000

For comparison purposes assuming basic earthwork and site costs at $\pm$ \$15/sf, a flatter half-acre site could be developed at a cost in the range of \$300,000 to \$400,000, excluding the access road. Since flatter sites are rare in the Yachats hills at the 220 elevation, Westech realizes that site development costs in that range are unrealistic. However, given the \$2,000,000 cost for the retaining walls and rigid inclusions required to develop this site, Westech is concerned that moving forward with this site may not be in the best interests of the City.

To help provide a more complete picture and scale for reference, a rough estimate for the cost of a 1 MG tank would be in the ballpark of \$3,000,000 for a concrete tank and \$2,200,000 for a steel tank.

As the City knows, other recent geotechnical work has identified risks and concerns with other reservoir sites in the area. The potential exists that other sites and/or options may prove to be as challenging and costly as this site. Despite that possibility, at this point Westech believes it would be appropriate to briefly present some additional information and ideas for the City's consideration so that the City can make a decision with regard to the current site against other possible options. The following information is very conceptual in nature. Should the City decide against developing the current site and be interested in looking at other options, Westech Engineering would be happy assist the City with exploring alternatives.

Alternative Water Tank Options Overview

Having summarized the information regarding the potential use of the Fisterra site, Westech Engineering believes it would be appropriate to mention to the City some other approaches the City might wish to consider for providing the City with a new water tank. The information in the following sections is intended to be conceptual in nature. Should the City decide to not move forward with a new water tank on the Fisterra site, Westech has develop some possible alternatives for the City to consider which include:

1. Alternate Sites, Tanks at the 220 ft Elevation
 - 1a. Single 1 MG Tank on an Alternate Site
 - 1b. Multiple smaller (500,000 gallon) Tanks on Multiple Sites
2. Alternate Site, 1 MG – 1.5 MG Tank at the 712 ft Elevation

At this point it is important to provide a brief overview of the full City of Yachats water system. Figure 6 shows the existing water service zones in the City. The Radar Road reservoirs serve the yellow and green areas. Several smaller 10,000-gallon reservoirs serve the other water service zones at higher elevations. Figure 7 shows the basic connectivity of the various elements in the City's water system. It should be noted that the normal fire code requirement for residential areas is a flow of 1,000 gpm that lasts for two hours (120 minutes), for a total supply of 120,000 gallons.

Figure 8 is provided to highlight the contours for the base elevations of the various City water tanks. With respect to the current project, the elevation of interest is the 220 ft contour. Not surprisingly, almost without exception the 220 ft contour sits in an area that is relatively steeply sloped. Furthermore, where somewhat flatter ground exists at or near the 220 ft contour development has already occurred leaving little or no room for a new water tank. There are a few potential exceptions to this which will be briefly discussed with respect to Option 1.

The other contour of potential interest is the 712 ft contour at the top of the hill on Horizon Hill Road. There is also another area that rises to the 712 ft elevation about 800 feet east of the north end of Horizon Hill Road. The 712 ft elevation will be addressed with respect to Option 2.

Option 1: Alternate Tank Sites at the 220 ft Elevation

Figures 9, 10, and 11 show several possible alternate sites at or near the 220 ft elevation. While there are a few sites that appear to have some potential for a new water tank, it should be noted that the number of potential alternate sites is small, and the problems and challenges at these sites may be as great or greater than those described above for the Fistera site.

The red circles are provided to give a general concept of the size of 1 MG tanks and/or 500,000 gallon tanks on each of the sites. The single tank shown on the site south of the Yachats River represents a 500,000 gallon tank. Westech Engineering would not recommend the City of Yachats have all of its storage for the lower water service zones south of the river.

Option 1a: Single 1 MG Tank on an Alternate Site

Figures 9 and 10 show several sites that appear to have some potential for the construction of a 1 MG water tank. These sites have slopes similar to or slightly flatter than the Fistera site. At this time Westech does not know anything about the geology, depth to rock or other potential geotechnical considerations for any of these sites. Potential advantages of these sites include better and easier access and locations more centrally situated within the City's water distribution system.

Option 1b: Multiple smaller (500,000 gallon) Tanks on Multiple Sites

In addition to the sites discussed in Option 1a above, one additional site is shown south of the Yachats River in Figure 11. This site is unique in that the 220 ft contour is at the top of the hill which would eliminate the need for tall, expensive walls. There is an existing access road that passes near this site, which also adds to the potential suitability of the site. As mentioned above, Westech believes that this site should not be used for a 1 MG tank which would put all of the City's major storage south of the river. However, should the City choose to consider a scenario where multiple 500,000 gallon tanks are constructed.

Figures 12 through 15 are similar to Figures 2 through 5 using a 500,000-gallon tank instead of a 1 MG tank. The walls for the 1 MG tank have been left in the plan view to provide a reference for comparing the size of the two footprints. The key data for cost estimating includes the wall area at 5,300 sf, the rigid inclusions estimated to be 85, and the earthwork with approximately 3,300 cubic yards of soil plus an additional 300 cubic yards of rock. Using these numbers, the cost for the basic development of the site for the 500,000 water tank is as follows:

Access Road	\$100,000 (no change)
Earthwork	\$200,000
Retaining Walls	\$1,000,000
Rigid Inclusions	\$500,000
Site Contingency	\$400,000 (scaled relative to the 1 MG tank)
Total	\$2,200,000

Thus, while the volume of the tank is reduced by half, the cost is still nearly 75% of the 1 MG tank. The implication for this is that simply reducing the tank size on sites similar the Fisterra site and using multiple sites could easily end up costing substantially more than constructing a 1 MG tank on the Fisterra site.

If the site south of the river could be developed for less than \$500,000, the combined site development costs could be somewhat less than the \$3M estimated for the 1 MG for the Fisterra site. There would still be the additional cost related to two 500,000 gallon tanks for a total of XXXM compared to a single 1 MG tank for XXXM. Two tanks would have some additional operational benefits related to redundancy for maintenance and localized water distribution disruption issues.

Option 2: Alternate Site, 1 MG – 1.5 MG Tank at the 712 ft Elevation

It is important to start the discussion of this section by saying that there is a good chance that this option would be more complex, more challenging, and probably be more expensive it addresses some concerns with the overall structure of the City's water system. The key concerns relate to the smaller (10,000 gallon) water tanks and multiple booster pump stations serving the higher elevation water service zones including the various Blackstone and the Horizon Hill zones and the fire protection capabilities in those areas. Complexity and cost issues include the construction of a new booster pump station to pump the necessary volume of water up to the top of the hill, the construction of over 2,000 feet of 12-inch waterline from the area of the Upper Radar Road Reservoir to the new tank at the top of the hill, pressure reducing stations for the various water service zones at lower elevations down the hill and potential upgrades to various parts of the distribution system to better connect the piping from the new reservoir to the existing distribution system.

Figure 16 shows potential locations for a new 1.5 MG water tank in the area of interest along Horizon Hill Road. In addition, there is a potential site roughly 800 feet east of the north end of Horizon Hill Road which can be seen on Figure 8.

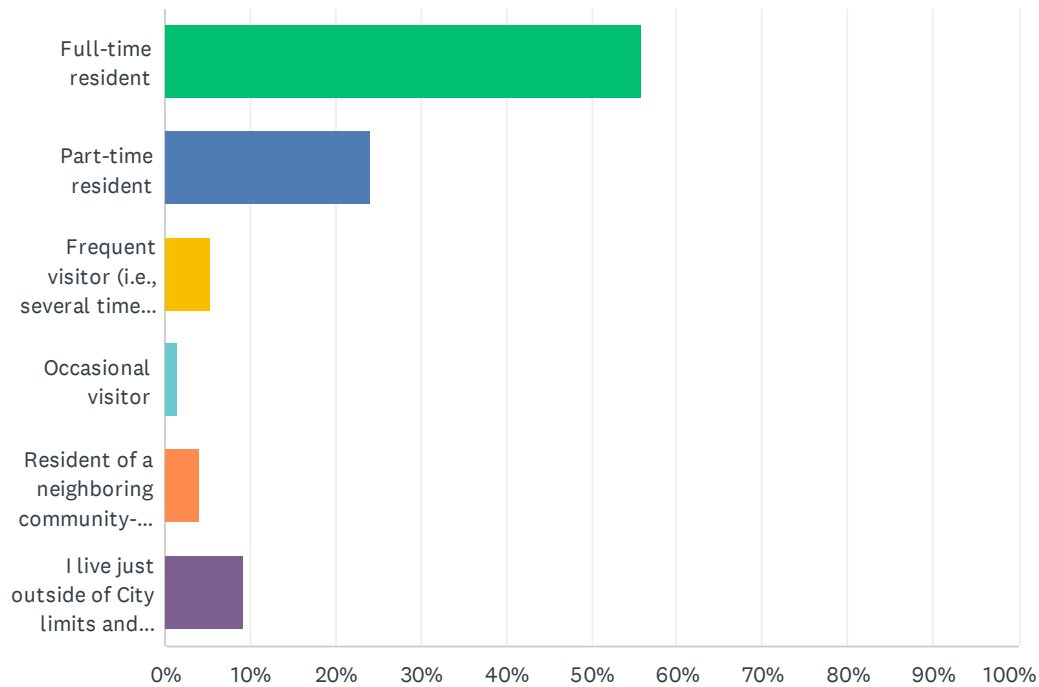
As with all of the other information in the sections regarding options described above, this option is provided for the primary purpose of allowing the City to various potential courses of action prior to deciding what is in the best interest of the City.

Summary of the Options

Westech Engineering recognizes that the City faces a complicated and expensive decision regardless of what the City chooses. The Fisterra site is challenging due to the steep slopes and depth of soil down to bedrock. While it is challenging and expensive, the other options outlined above may provide to be as challenging or expensive. If the City decides for any option other than moving forward with the Fisterra site, additional research, master planning, geotechnical investigation and analysis would be required to determine the viability and potential costs associated with other options and sites.

Q1 What is your relationship to Yachats?

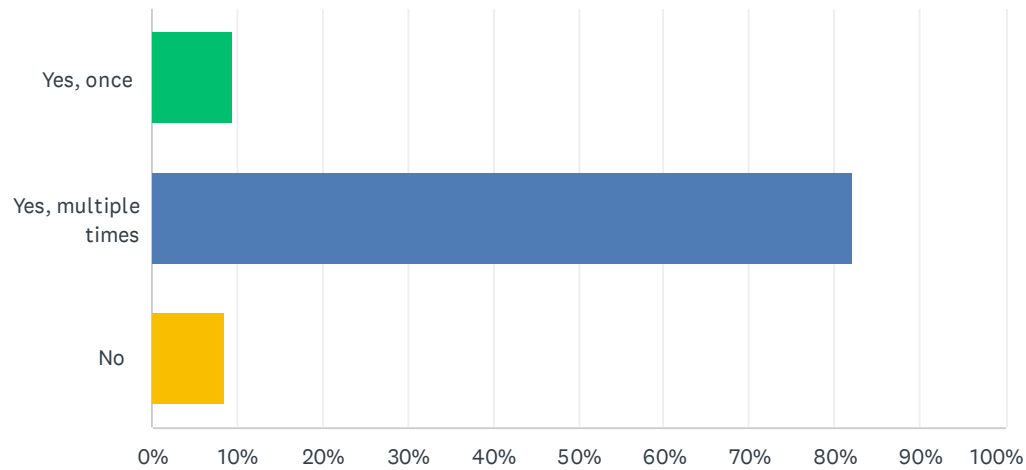
Answered: 405 Skipped: 2



ANSWER CHOICES	RESPONSES	
Full-time resident	55.80%	226
Part-time resident	24.20%	98
Frequent visitor (i.e., several times a year)	5.43%	22
Occasional visitor	1.48%	6
Resident of a neighboring community- frequently in Yachats	3.95%	16
I live just outside of City limits and consider myself a Yachatian	9.14%	37
TOTAL		405

Q2 Have you attended the 4th of July Fireworks show in Yachats?

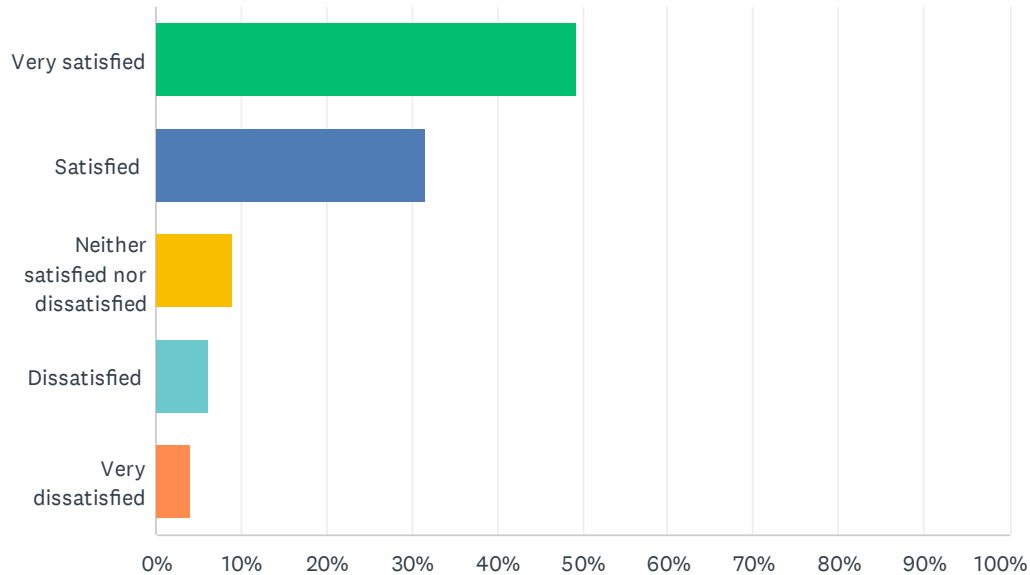
Answered: 406 Skipped: 1



ANSWER CHOICES	RESPONSES	
Yes, once	9.36%	38
Yes, multiple times	82.02%	333
No	8.62%	35
TOTAL		406

Q3 How would you describe your overall 4th of July celebration experience in Yachats?

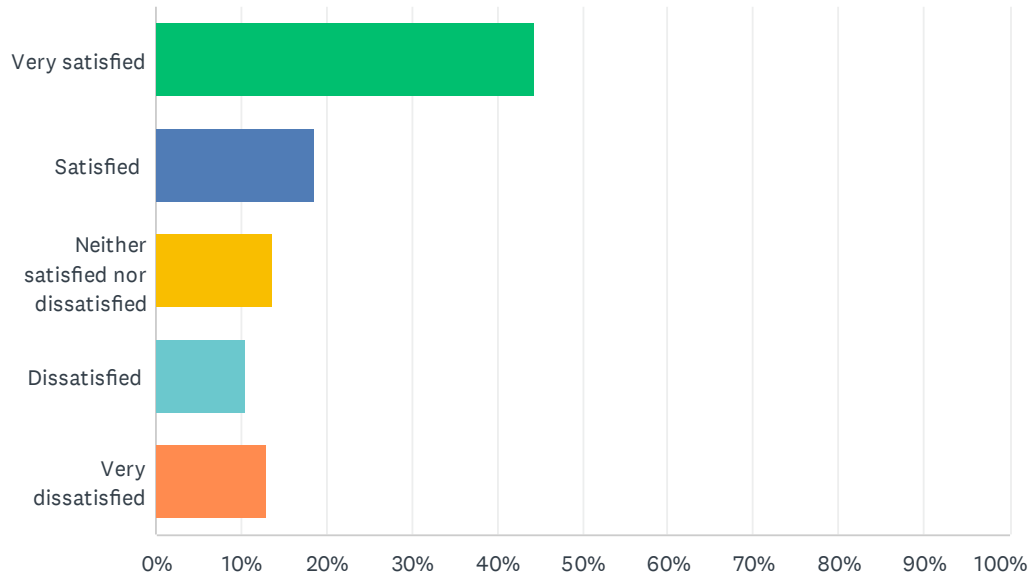
Answered: 402 Skipped: 5



ANSWER CHOICES	RESPONSES	
Very satisfied	49.25%	198
Satisfied	31.59%	127
Neither satisfied nor dissatisfied	8.96%	36
Dissatisfied	6.22%	25
Very dissatisfied	3.98%	16
TOTAL		402

Q4 How would you describe your overall experience with traditional, commercial fireworks shows in Yachats?

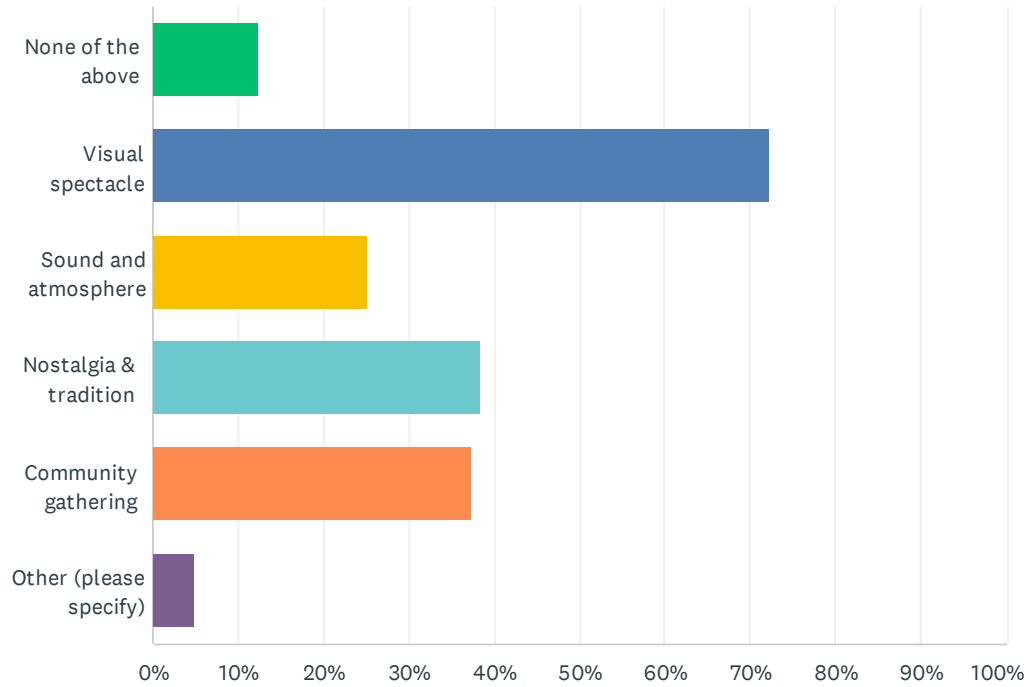
Answered: 403 Skipped: 4



ANSWER CHOICES	RESPONSES	
Very satisfied	44.42%	179
Satisfied	18.61%	75
Neither satisfied nor dissatisfied	13.65%	55
Dissatisfied	10.42%	42
Very dissatisfied	12.90%	52
TOTAL		403

Q5 What aspects of traditional, commercial fireworks shows do you enjoy the most?

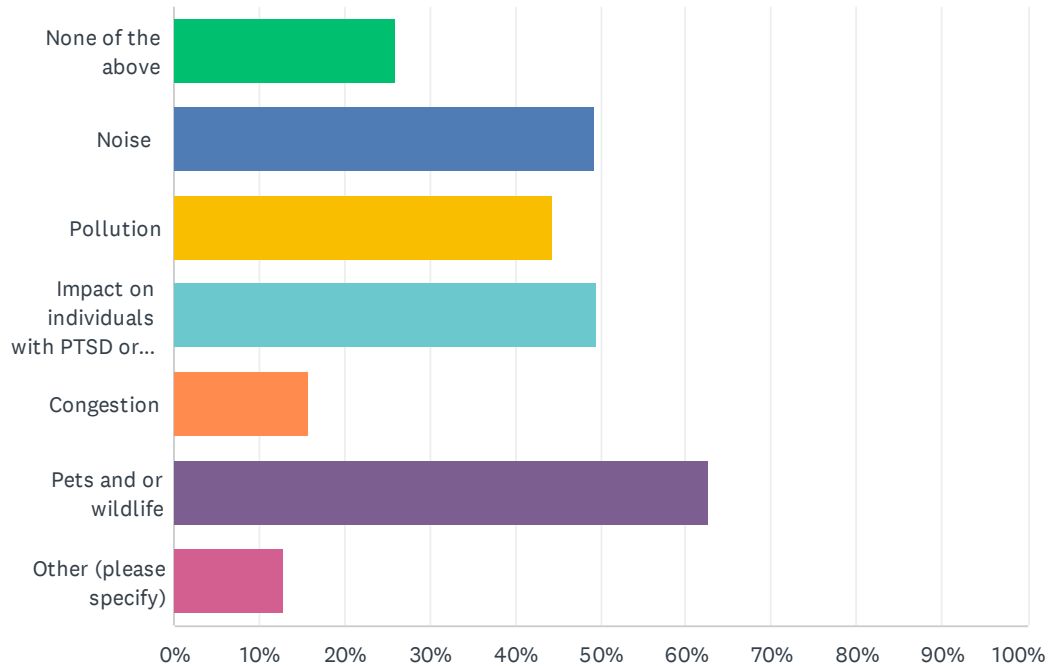
Answered: 404 Skipped: 3



ANSWER CHOICES	RESPONSES	
None of the above	12.38%	50
Visual spectacle	72.28%	292
Sound and atmosphere	25.25%	102
Nostalgia & tradition	38.37%	155
Community gathering	37.38%	151
Other (please specify)	4.95%	20
Total Respondents: 404		

Q6 Are there any concerns you have about traditional, commercial fireworks shows?

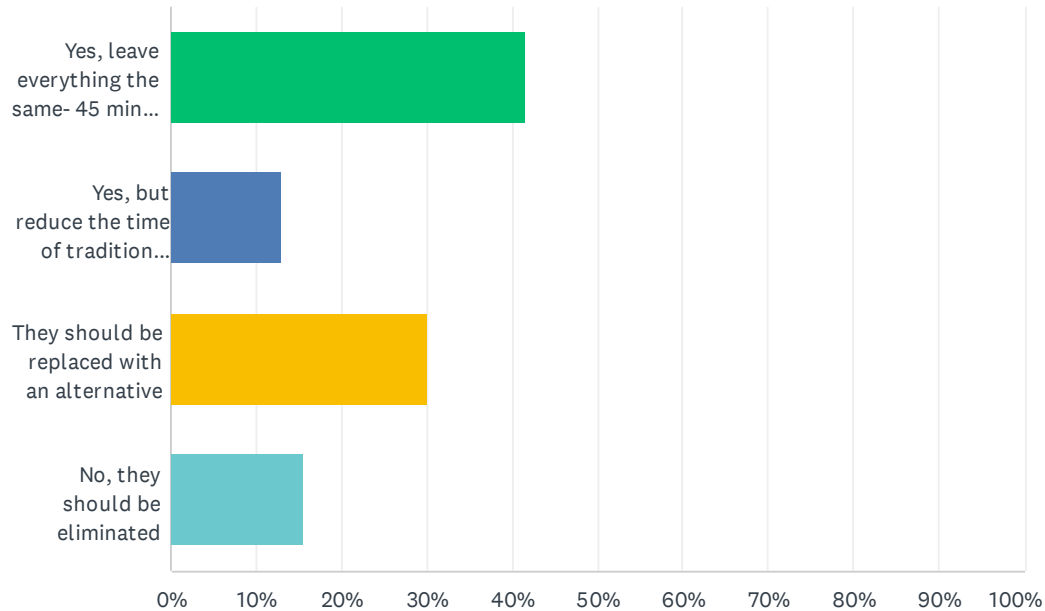
Answered: 400 Skipped: 7



ANSWER CHOICES	RESPONSES	
None of the above	26.00%	104
Noise	49.25%	197
Pollution	44.25%	177
Impact on individuals with PTSD or sensory sensitivities	49.50%	198
Congestion	15.75%	63
Pets and or wildlife	62.75%	251
Other (please specify)	12.75%	51
Total Respondents: 400		

Q7 Do you think traditional, commercial fireworks shows should continue in Yachats?

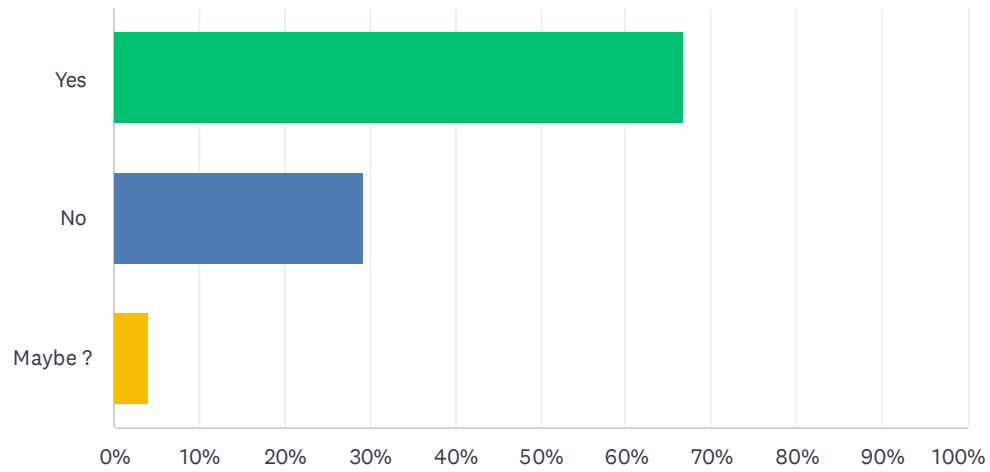
Answered: 393 Skipped: 14



ANSWER CHOICES	RESPONSES	
Yes, leave everything the same- 45 minute show over the Pacific Ocean	41.48%	163
Yes, but reduce the time of traditional, commercial fireworks and add something like music or an old time carnival to balance the celebration.	12.98%	51
They should be replaced with an alternative	30.03%	118
No, they should be eliminated	15.52%	61
TOTAL		393

Q8 Would you be open to exploring alternative ways to celebrate?

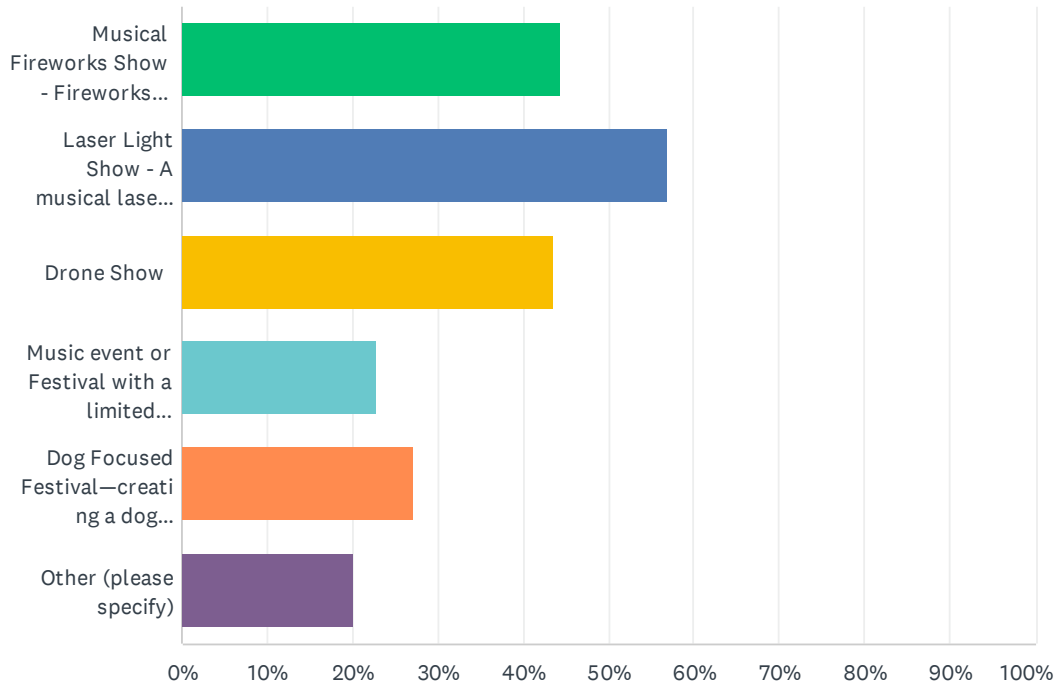
Answered: 391 Skipped: 16



ANSWER CHOICES	RESPONSES	
Yes	66.75%	261
No	29.16%	114
Maybe ?	4.09%	16
TOTAL		391

Q9 What kinds of alternative celebration ideas do you support? Check all that interest you.

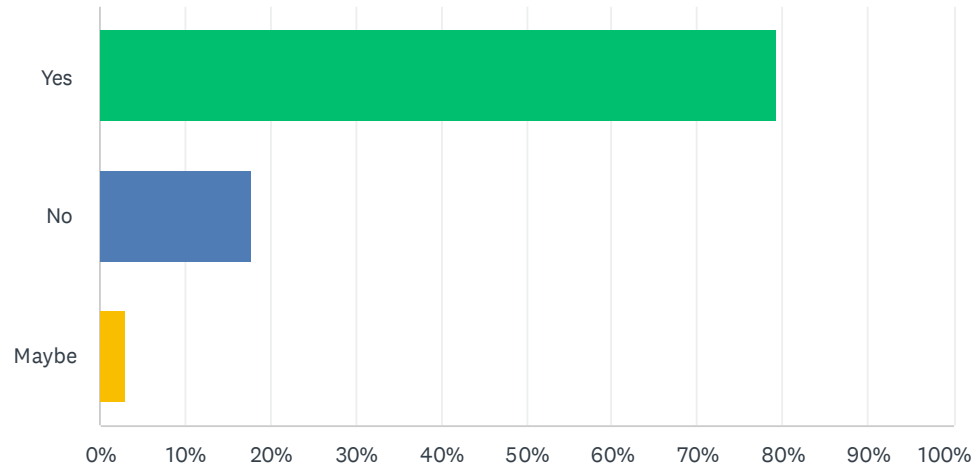
Answered: 329 Skipped: 78



ANSWER CHOICES	RESPONSES	
Musical Fireworks Show - Fireworks that are silent or have low sound, accompanied by a music soundtrack that can be heard onsite or through a dedicated radio station.	44.38%	146
Laser Light Show - A musical laser light display over the Yachats River and Pacific Ocean. Music can be heard onsite or through a dedicated radio station.	56.84%	187
Drone Show	43.47%	143
Music event or Festival with a limited traditional, commercial fireworks show	22.80%	75
Dog Focused Festival—creating a dog sanctuary on the Oregon Coast for people to celebrate the 4th of July with their dogs. Including a no-sound fireworks display, such as no sound fireworks, drone, or laser light show.	27.05%	89
Other (please specify)	20.06%	66
Total Respondents: 329		

Q10 If more activities were happening between the La De Da Parade and the fireworks show, would you stay in town between the two events?

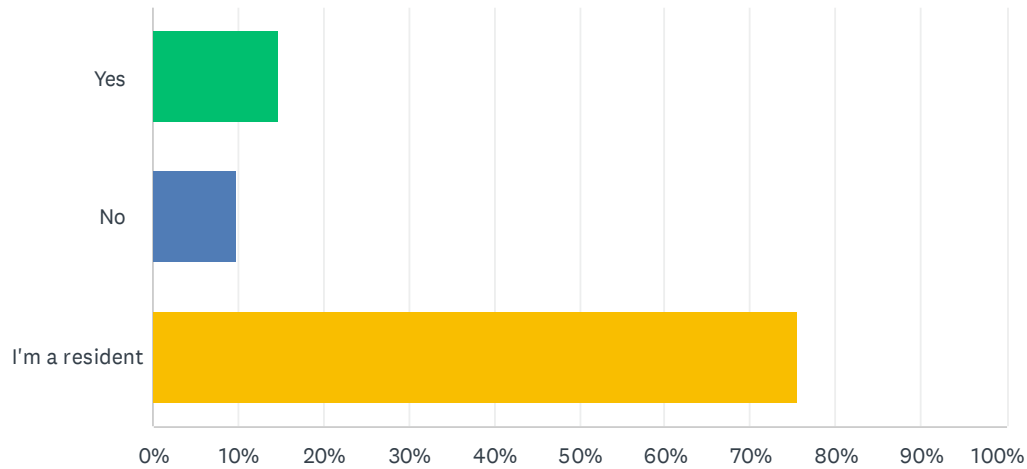
Answered: 368 Skipped: 39



ANSWER CHOICES		RESPONSES	
Yes		79.35%	292
No		17.66%	65
Maybe		2.99%	11
TOTAL			368

Q11 If you are a visitor, and there was an alternative celebration option to the traditional, commercial fireworks show chosen, would you still choose Yachats as your 4th of July destination?

Answered: 358 Skipped: 49



ANSWER CHOICES		RESPONSES	
Yes		14.80%	53
No		9.78%	35
I'm a resident		75.42%	270
TOTAL			358

Q12 If you are a resident, would you be interested in volunteering in a workgroup to support the 4th of July activities in Yachats?If yes, leave your email in the comment box.

Answered: 52 Skipped: 355

Q13 Do you have any further comments, concerns, or suggestions regarding the future of fireworks or alternative celebrations in Yachats?

Answered: 191 Skipped: 216

City Council Rules

City of Yachats, Oregon

Initially Adopted and Effective March 1, 2005

Amended April 11, 2005

Amended April 6, 2008

Amended June 11, 2008

Amended November 1, 2008

Amended January 3, 2012

Amended March 5, 2013

Amended July 4, 2015

Amended August 1, 2018

Amended December 18, 2019

Amended and Restated September 17, 2025

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1.0 AUTHORITY AND PURPOSE STATEMENT

The Charter of the City of Yachats requires that the Council adopt rules for the governance of its proceedings. The City utilizes the Council-Manager form of government, which combines the political leadership of local elected officials (Mayor and City Council) with the managerial experience of an appointed City Manager. All power and authority to set policy rests with the City Council. The City Council has hired a nonpartisan City Manager who has broad authority to administer, supervise and lead the organization. The following set of rules shall be in effect upon their adoption by the Council and until such time as they are amended or new rules adopted.

2.0 CITY COUNCIL COMPOSITION

2.1 Council Seats

The Council consists of a Mayor and four Councilors. Election of members is governed by the provisions of the City Charter, provided that, in addition to the qualifications for office set forth in the City Charter, a person shall not be deemed to have been elected to office unless the person shall have received a number of votes equal to at least to 5% of the ballots cast by City residents in said election.

2.2 Vacation of Council Seats

Should a Council position become vacant due to resignation, illness, death or other factors, or when an open seat is not filled in a general election, the Council will solicit candidates to fill the remaining term of the open position. The Council will discuss each candidate's qualifications and merits and subsequently vote to select a single candidate. Vote totals will be public. The selected candidate will immediately be sworn in and seated.

2.3 Seating of Elected Officials

Newly elected Councilors and the Mayor are to be sworn in during the first meeting of the year, pursuant to Oregon law.

3.0 MEETINGS OF THE COUNCIL

3.1 Meetings to be Public

The deliberations and proceedings of the Council shall be open to the public, except as state law may provide otherwise (e.g., executive sessions).

3.2 Regular City Council Meetings

The Council shall meet monthly, on a consistent schedule, as determined by a vote of the current Council, in the City Hall Council Chambers or at any other place that the

Council may direct. If a Council meeting date falls on a recognized City holiday, the Council shall set an alternative date, time and place for that meeting.

3.3 Special City Council Meetings

A special meeting is any meeting that is not a regular meeting, work session or executive session. The Mayor, or in the Mayor's absence, the President of the Council, may call a special meeting of the Council. Three (3) Councilors may also call a special meeting by filing a request with the City Manager. Notice of a special meeting shall be given to each member of the Council and to the public at least 24 hours in advance of the meeting. Notice may be given in writing, in person, by telephone or by email. No business other than that, for which a special meeting is called, can be transacted at a special meeting. Binding votes may be taken in a special meeting. Special meetings should be used sparingly.

3.4 Work Session Meetings

Work Session meetings are informal sessions to review upcoming issues, receive reports, conduct goal setting sessions, and for special training purposes. No resolutions shall be adopted in a Work Session.

3.4.1 Examples of Work Sessions Include:

- Staff/Council Discussion. Provide an opportunity for discussion between staff and Council to analyze an issue and receive direction from the Council on how to proceed.
- Information. Receive selected information concerning proposed agenda items.
- Available Data. Establish if enough information has been submitted for the Council to make informed decisions so that, if more information is required, City staff can be advised that additional information is required before the regular meeting.
- Provide the City Manager, Mayor, and Council President with guidance on setting the agenda for future regular meetings.

3.5 Executive Sessions

An executive session (a meeting closed to the public) may be held in accordance with the Oregon Public Meetings Law. The Presiding Officer, or three (3) Councilors, may call any regular, special, or emergency meeting into executive session by citing the specific provision of ORS 192.660 that authorizes the session. Executive sessions may also be separately scheduled pursuant to the requirements for special meetings.

3.5.1 Attendance at Executive Sessions

The Presiding Officer shall determine the persons, other than the Councilors, who may attend an executive session.

3.5.2 Media Attendance

Representatives of the news media shall be allowed to attend executive

sessions, except those called pursuant to the ORS subsection applicable to deliberations with persons designated to carry on labor negotiations. The Presiding Officer shall instruct any media representatives present not to disclose the substance of any discussion during executive session.

3.5.3 Final Decision Prohibited

No final decision shall be made in executive session. To make a final decision, the Presiding Officer shall either call the meeting into open session or place the decision on the agenda of a future open session.

4.0 MEETING PROCEDURES

4.1 Presiding Officer and Duties

The Mayor, or in the absence of the Mayor, the Council President, shall be the Presiding Officer at all meetings. In case of the absence of the Mayor and the Council President, the City Manager shall call the meeting to order and the Council shall elect a Presiding Officer by majority vote. The Presiding Officer shall conduct all meetings, preserve order, enforce the rules of the Council and determine the order and length of discussion on any matter before the Council subject to these rules. The Presiding Officer may debate and vote on any issue.

4.2 Quorum Requirements

The Presiding Officer shall call the meeting to order at the time designated for a scheduled meeting. Except to adjourn, a quorum is necessary to conduct business at any meeting of the City Council. Quorum is defined by the Charter as a majority of the Council members.

4.3 Right of Councilors to be Heard

Every Councilor desiring to speak shall gain the attention of the Presiding Officer by raising his/her hand and, upon recognition by the Presiding Officer, shall confine their remarks to the question under debate. It is recommended that no Councilor speak more than once on the same subject until all Councilors who wish to speak have had the opportunity to do so. The agenda item "Other Business - Council" is the time for Councilors to offer a topic for consideration for a future Council agenda. Councilors should state their concern up front, followed by a brief explanation of why the Council may want to consider the topic at a future meeting.

4.3.1 Questioning of Staff

Councilors desiring to question the administrative staff may direct the inquiry to the Presiding Officer or to the person designated by the Presiding Officer to answer the inquiry during the Council meeting.

4.4 Administrative Staff, City Employees Addressing Council

City administrative staff and other City employees desiring to address the Council shall first be recognized by the Presiding Officer and shall address such remarks to the Presiding Officer. The staff shall respond to questions or comments by the Council or members of the public with permission of the Presiding Officer, and shall do so in a polite, tactful manner.

4.5 Public Comment

There may be an opportunity to speak on scheduled agenda items as the items are announced. An audience member may be recognized by the Presiding Officer by a show of hand and, once recognized, they will be invited to come forward to the podium. A person shall enter into further comment/discussion only after being recognized by the Presiding Officer. After being recognized by the Presiding Officer, the person shall indicate whether they are a resident of the City of Yachats. Audience members are asked to address their comments to the Presiding Officer, avoid personalizing or directing comments to any one or more individuals, try to be succinct and avoid lengthy commentary. Audience members addressing the Council shall be limited to five minutes unless further time is granted by the Presiding Officer. Responses from Councilors should be made after being recognized by the Presiding Officer.

4.5.1 Agenda Item "Public Comment"

The agenda item "Public Comment" provides an opportunity for any member of the public to speak on any topic that is not on the meeting agenda. Such comments shall be limited to five minutes unless further time is granted by the Presiding Officer.

4.6 Rules of Order

The City of Yachats has adopted the latest edition of Modern Parliamentary Procedure by Ray E. Keesey as its procedural guide for deliberation and decision making, subject to Charter and ordinance provisions.

4.6.1 Main Motions

Main motions such as requests for action, policy changes, appointments, etc., may use the following parliamentary procedure. After a motion has been made, the Presiding Officer may:

- Ask if the motion is understood by the entire Council;
- Invite discussion from the Council;
- Restate the motion in its final form (the minutes taker can repeat the motion);
- Ask for the affirmative vote followed by the negative vote; and
- Announces the result of the voting and add any necessary information to interpret or to affect the decision.

4.6.2 Ordinary and Special Motions

General consent may be used for ordinary and special motions such as:

- to adjourn

- to recess
- to close deliberation
- to postpone
- to refer
- to withdraw, reconsider, or rescind

4.6.3 Points of Order

The Presiding Officer shall determine all points of order, although the Council may vote to override the Presiding Officer on a point of order.

4.7 Order of Business

The recommended order of business of the City Council is as follows. The Mayor or Presiding Officer has authority to adjust the agenda items and order of business.

- Announcements
- Correspondence
- Public Comment
- Consent Agenda: Staff Reports, Council and Commission Minutes, Financial Reports
- Ordinances for Approval
- Resolutions Memorializing Actions Taken by Simple Motion at Previous Meeting
- Resolutions Not Requiring Further Discussion by Council
- Actions Not Requiring Further Discussion by Council and those actions outlined in Council Rules
- Third Party Reports and Presentations
- Public Hearings
- Ongoing Business
- New Business
- Other Business
- From the Council
- From the Staff

4.7.1 Consent Agenda

Prior to the vote on the Consent Agenda, a Councilor may request that one or more items be excluded or amended. The remaining items may then be voted upon as a whole. Items removed from the Consent Agenda will be addressed immediately following the Consent Agenda vote and prior to the next agenda item.

4.8 Voting Procedures

The vote on every motion shall be taken and entered in the meeting minutes. The Council will normally exercise its administrative authority by approving resolutions. Actions adopted by simple motion shall be memorialized by adoption of a resolution at the following meeting. Such resolutions shall be placed on the Consent Agenda.

4.9 Duty to Vote

Except as otherwise provided by law, every Council member shall vote, unless three or more Councilors excuse the member from voting. Any Counselor shall withdraw themselves from consideration of the item being voted on should there exist an ethical concern as described in the Oregon Ethics Rules (which have been summarized by the League of Oregon Cities). If a member is not ready to vote, the member may request additional time to consider their response and the Council may wait.

4.9.1 Reconsideration of Actions Taken

Any Councilor who voted with the majority may move for a reconsideration of an action at the same or the next regular meeting. Once a matter has been reconsidered at the same meeting, no motion for further reconsideration shall be made without the unanimous consent of the Council.

4.9.2 Absentee Voting

The right to vote is limited to those present at the time of the vote. Attendance by electronic means is considered presence.

4.10 Public Hearings

The public hearing procedure shall be followed as set forth in the Municipal Code and any resolutions adopted by the Council. The Presiding Officer may, with approval of the Council, limit the time and number of speakers at each public hearing. In such event, the Presiding Officer shall announce such restriction prior to beginning the hearing.

5.0 MEETING ORDERLINESS AND BEHAVIOR

5.1 Preservation of Order

The Presiding Officer shall preserve order and decorum, discourage attacks on personalities or the impugning of Councilors' motives, and confine Councilor debate to the question under discussion. Persons in attendance at the meeting who become disorderly, abusive, or disruptive may be removed from the meeting. The Presiding Officer may summon the assistance of law enforcement officers or administrative staff to assist in maintaining order and, if an arrest of a person(s) is deemed necessary by the Presiding Officer to restore or maintain order, the Presiding Officer may sign a complaint or citation on behalf of the City.

5.2 Meeting Decorum

Meetings shall be conducted considering the following rules and constraints.

5.2.1 Improper Conduct

The following actions are not condoned by the City Council and may be cause for the Presiding Officer to have the person(s) removed from the Council Chambers. Persons attending via video or telephone connection are subject to the

provisions of this Section.

- Using disruptive language, making loud noise, or conduct which obstructs the work of conducting the Council's business. This includes threatening words or gestures toward anyone in attendance.
- Engaging in violent or distracting action.
- Willful injury to furnishings or the interior of the Council Chambers or other meeting place.
- Refusal to obey any rules of conduct, including the limitations on occupancy and seating capacity.
- Refusal to obey an order of the Presiding Officer or an order issued by a Councilor, which order has been approved by a majority of the Councilors present.

5.2.2 Removal Action

The Presiding Officer shall warn any person(s) whose conduct is described above before taking action to have such person(s) removed.

5.2.3 Vacating Council Chambers

If a meeting is disrupted by members of the audience, the Presiding Officer, or a majority of the Councilors present, may call for a recess until order is restored.

5.2.4 Picture Taking and Filming

Photography and filming in the Council Chambers or other meeting places shall be allowed when permitted by the Presiding Officer.

5.2.5 Seating Capacity And Safety Requirements

The safe occupancy and seating capacity of the Council Chambers, as determined by the Fire Marshal, shall be posted within the Council Chambers. The limitations on occupancy and seating capacity so determined and posted shall be complied with at all times. Aisles shall be kept clear at all times. Members of the audience shall abide by the seating plan in the Chambers and should not move forward of the seating areas unless invited to address and be recognized by the Presiding Officer.

5.2.6 Flags, Signs and Posters

Given limited seating and sight lines in the Council Chambers, flags, posters, signs and placards are not allowed if they obstruct any attendee's sight or auditory access. This restriction shall not apply to arm bands, emblems, badges or other articles worn on personal clothing of individuals, provided that such devices are of such a size and nature as to not interfere with the vision or hearing of other persons at the meeting, and providing that such devices do not extend from the body in a manner likely to cause injury to another.

5.3 News Media

The Council recognizes the important role of the news media in informing the public about the decisions, activities and priorities of government. Accommodation shall be made, where practical, for members of the press at Council meetings so that they may observe and hear proceedings clearly. The terms "news media," "press" and "Representative of the press," for the purpose of these rules, are interchangeable and mean someone who:

- Represents an established channel of communication, such as a newspaper or magazine, radio or television station; and
- Regularly reports on the activities of government or the governing body.

Final decisions on the qualifications of an individual as a representative of the news media shall rest with the Council.

6.0 ANNUAL GOAL SETTING

6.1 Goal Setting Frequency

In each calendar year, the City Council shall hold a public Goal Setting Work Session in conjunction with the appropriate City department heads.

6.2 Procedures and Objectives

Goal setting considerations include as follows:

- Prior to the Goal Setting Work Session, the City shall solicit comments from Commissions, staff, and the community for additions and amendments to City goals.
- The City Council shall consider community strategic needs, review existing goals as they relate to those needs, and revise goals as appropriate.
- Goals may be both short-term (1-5 years) and long-term (5-20 years).
- Adopted goals shall serve as preliminary groundwork for proposed budget recommendations.
- The Council shall set realistic timetables for accomplishing goals after consultation with appropriate Commissions and staff.
- Appropriate Commissions and department heads shall prepare implementation plans for each City Goal Action and written evaluations shall be conducted semi-annually to measure programs.
- At least semi-annually, staff and the Council shall review progress on goals and make adjustments and recommendations as needed.

7.0 MEETING AGENDA PACKETS

7.1 Agenda Development

At least two weeks prior to the next regularly scheduled meeting, the Mayor, Council

President and City Manager will meet to develop the agenda.

7.1.1 Councilor Input

At least one week prior to the meeting, any Councilor may request to have an item placed on the Council agenda.

7.1.2 Postponement of Proposed Agenda Item

Any Councilor may request, if responsible for an agenda item, postponement of the item to another meeting if the Councilor cannot be present at the time the discussion was originally scheduled.

7.1.3 Item Postponement

Any two Councilors may request that an item be postponed to the following meeting. Further postponement requires a majority vote of the Councilors present.

7.1.4 Public Submission of Agenda Topics

Public submission of topics for inclusion on future agendas shall be submitted to the Mayor and/or City Manager.

7.1.5 Agenda Additions

Matters which are not on the agenda may be added after the meeting begins if there is a consensus of the Council to do so. The agenda also allows for "other business" to be discussed at the end of the meeting and, if necessary, action may be taken.

7.2 Packet Availability

Meeting agendas and meeting materials (hereinafter referred to as packets) are public records and will be so maintained and available for public inspection and copying at actual cost. City staff will make every effort to have packets available, physically and electronically, one week before a Council meeting. A complete packet will also be available for audience review during Council meetings.

7.3 Packet Material

The packet shall include materials relevant and in corresponding order to the agenda items.

8.0 MEETING MINUTES

8.1 General Format

All official printed minutes of Council meetings shall comply with Oregon law. While sound and/or video recordings may be made, the printed minutes constitute the official record of Council meetings.

8.2 Contents of Minutes

Minutes shall include:

- The names of Council members and City staff attending the meeting, as well as the names of absent Council members.
- The date, time, and place of the meeting.
- All motions, resolutions, orders, measures and ordinances, whether approved or merely proposed, and the disposition of such motions, resolutions, orders, measures and ordinances.
- The results of all votes taken by the Council and, unless the motion or measure is unanimously approved, the vote of each Council member.
- An outline of the substance of the Council's discussion of any matter.
- A reference to any document discussed at the meeting, subject to public records law.
- The names of members of the public who are invited to address the Council, including a notation of whether the individual is a City resident and the name of the organization, if any, represented by such individual.
- In the case of an emergency meeting, the nature of the emergency that led to the calling of the meeting.

Minutes need not be a verbatim record but shall be sufficient to inform the public of matters discussed and actions proposed or taken.

8.2.1 Executive Sessions

Minutes must also be kept for executive sessions and such minutes shall identify the confidential subject matter that was the basis of the executive session, as set forth in Section 3.5. However, the minutes need not record the details of such confidential matters. If an executive session occurs during a regular Council meeting, the minutes of that regular meeting can satisfy the requirements of this paragraph.

8.3 Submission to Council; Approval of Minutes

After preparation of the draft form by the City Manager or designee, the draft minutes shall be presented to the Council at the next regular meeting. The Council may amend the minutes to more accurately reflect what transpired at a meeting. Before adoption of the Consent Agenda, any Councilor may call for additions or corrections to the minutes and, unless there is disagreement from other Councilors, the motion to approve the Consent Agenda shall include approval of the minutes as amended. The Council may also postpone approval of the minutes, pending review of a transcript (if any) of the relevant portion of the meeting in question. The Council is the final authority regarding the minutes and any amendments thereto. After Council approval, the City Manager shall revise the draft minutes to incorporate any amendments approved by the Council. Under no circumstances shall the minutes be modified following approval by the Council, unless such modification is approved by the Council at a subsequent meeting.

8.4 Retention of Minutes

Council approved minutes shall be kept in a secure location and shall be retained for at least the duration required by Oregon law.

8.5 Public Access and Copies

Minutes of meetings shall be made available to the public within a reasonable time after the minutes have been approved. A copy of the official written minutes shall be available for public inspection at City Hall during office hours. A copy of the minutes shall be available to the public at cost. The City Manager shall from time to time establish a copying charge that is reasonably related to the cost of providing such copies, which calculation may reflect both the City's actual cost of making copies, plus an adjustment based on the time spent by City staff in fulfilling a request for a copy of the minutes.

8.5.1 Audio Recordings

If City staff have made an audio recording of a Council meeting, members of the public shall be allowed to listen to that recording at City Hall during office hours, and shall further be allowed to use their own storage device to make a copy of an audio recording. The City Manager may establish additional reasonable rules and procedures to ensure the preservation of original sound recordings. The City is not required to prepare a transcript of an audio recording, although if the City has prepared a transcript for other purposes, that transcript shall be available to the public, subject to the copying charge applicable to written meeting minutes. The retention period for audio recordings shall be determined by the Council from time to time.

9.0 GUIDELINES AND PROCEDURES FOR COUNCILORS

9.1 General Conduct

- A Councilor should speak only for himself/herself and not for other Councilors, unless authorized to do so by the Council.
- Councilors should avoid personalizing issues so that discussion of matters may remain issue oriented.
- The City will provide Councilors with a City email address to be used for City business.

While Councilors can communicate among themselves via email, those emails should not include a quorum and may not be forwarded to others in a manner which creates a quorum.

9.2 Record Retention

All written notes and drawings made by any Councilor during a public meeting are public records subject to the Oregon Public Records Act, and can be requested by the public.

Such notes and drawings must be made available on request during a Councilor's term of office. At the completion of a term, or annually, all such notes shall be submitted to the City Recorder.

9.2.1 Social Media Postings

If a Councilor posts information on a social media account maintained by the City, such postings are subject to the Oregon Public Records Act. This principle also applies to a Councilor's postings on a private account if that account is being used to distribute City information to the public. In such case, the Councilor is responsible for managing and retaining the social media records in the same manner applicable to written notes and drawings.

9.3 Conflict of Interest

Generally, conflicts of interest arise in situations where a Councilor, as a public official deliberating in a quasi-judicial proceeding, has an actual or potential financial interest in the matter before the Council. Under Oregon law, an actual conflict of interest is defined as one that would be to the private financial benefit of the Councilor, a relative or a business with which the Councilor is associated. A potential conflict of interest is one that could be to the private financial benefit of the Councilor, a relative or a business with which the Councilor is associated. For purposes of this Section, a relative means a spouse, child, sibling or parent of the Councilor or the Councilor's spouse. A Councilor must publicly announce potential and actual conflicts of interest and, in the case of an actual conflict of interest, must refrain from participating in debate on the issue and from voting on the issue.

9.3.1 Statement of Economic Interest

Annually, Councilors and Planning Commission members must file a Statement of Economic Interest. The City Recorder shall ensure that any correspondence related to this obligation is sent to Councilors.

9.4 Legal Advice

Use of the City Attorney's time must be authorized by the Mayor, Council President or City Manager. If a Councilor wishes to ask the City Attorney for advice that requires legal research, that request must be approved by a majority of the Council. Before requesting research or advice from the City Attorney, Councilors are encouraged to consult with the City Manager to ascertain whether the question can be answered more cost-effectively by alternate means. (The foregoing sentence does not apply to issues related to the performance of the City Manager.) If the City Attorney provides a written response to a Councilor's inquiry, such response shall be provided to the full Council.

9.5 Communication with Staff

Councilors shall respect the separation between policy making and administration by:

- Refraining from interfering with the day-to-day administration of City business, which is the responsibility of the City Manager.

- Respecting the administrative functions of the City Manager and department heads by refraining from actions which could undermine their authority.
- Not attempting to influence or coerce the City Manager or department heads concerning personnel, purchasing, awarding contracts, selection of consultants, processing of development applications or the granting of City licenses and permits.
- Addressing all formal inquiries and requests for information from staff to the City Manager.
- Limiting individual inquiries and requests for information from staff, contract resources or department heads to those questions that may be answered readily as part of staff's day-to-day responsibilities. Questions of a more complex nature should be directed to the City Manager.
- Councilors should never express concerns about the performance of a City employee or contract resource in public, to the employee or contractor directly, or other City employees, volunteers, Commission members, committee members, or outside agencies. Comments about staff or contractor performance should be made to the City Manager through private correspondence or conversation.
- Nothing in this Section precludes Councilors from obtaining information and asking questions during Council meetings or from evaluating the performance of the City Manager.

9.6 Sanctions

Council members who intentionally and repeatedly do not follow proper conduct may be reprimanded or formally censured by the Council. Serious infractions of the Council Rules can lead to other sanctions as deemed appropriate by the Council.

9.6.1 Initial Response to Infractions

Council members should point out to the offending Council member infractions of the Council Rules, indicating the specific infraction(s). If the offending behavior continues, then the matter should be referred to the Mayor in private. If the Mayor is the individual whose actions are being challenged, the matter should be referred to the Council President.

9.6.2 Initiation of Sanctioning Process

The Mayor is responsible for initiating action if a Councilor's behavior warrants sanction. If the Mayor's behavior is in question, then the Council President shall assume that responsibility. If no action is taken by the Mayor or, if applicable, by the Council President, then the alleged violation(s) can be reported to the full Council in a public meeting.

9.6.3 Investigation of Infractions

If there is a question regarding whether a violation of Council Rules has occurred, the issue should be referred to the Mayor, or the Council President if the

Mayor's behavior is in question. The Mayor, or Council President if applicable, should ask the City Manager to investigate the allegation and report the findings to the Mayor or Council President. It is the Mayor's responsibility (or the Council President's, if applicable) to take the next appropriate action. Such action can include, but is not limited to: discussing and counseling the individual regarding the violation(s); recommending sanctions to the full Council for consideration at a public meeting; or forming an ad hoc subcommittee of the Council to review the allegation and results of any investigation, and to recommend sanction options to the full Council.

9.7 Confidentiality

9.7.1 Confidential Documents and Information

In the case of matters that are confidential and not subject to disclosure under the Oregon Open Meetings Act, Councilors shall keep all written materials provided to them in complete confidence to ensure that the City's position is not compromised. No mention of the information read or heard should be made to anyone other than other Councilors, City staff, or the City Attorney.

9.7.2 Confidential Negotiations

If the Council in executive session has provided direction to City staff on proposed terms and conditions for any type of negotiation, whether related to property acquisition or disposal, pending or likely claims or litigation, labor negotiations or personnel matters, all contact with other parties shall be made by designated City staff or other representatives of the City. Unless authorized by the Mayor, Councilors may not have any contact or discussion with any other party or its representative, nor communicate any executive session discussion.

9.7.3 Authorized Disclosures

All public statements, information, or press releases relating to a confidential matter will be handled by staff designated by a majority of the Council.

9.7.4 Sanctions for Disclosures

The Council, by vote, may reprimand or take any other appropriate legal action against a member who discloses a confidential matter.

9.8 Expenses and Reimbursement

Councilors will follow the same rules and procedures for reimbursement as those applicable to City employees, as established by City policy. Councilor expenditures for other than routine reimbursable expenses (e.g., conference registration, travel, etc.) must require advance Council approval according to the purchasing rules that apply Citywide.

9.8.1 Travel

A Council member who will be traveling on City business may make his or her own reservations for travel and lodging in accordance with City policy. Upon request to the City Manager, travel accommodations for Council members will be made by City staff. The City does not reimburse Councilors for expenses incurred by their spouses.



CITY OF YACHATS
PARK & COMMONS COMMISSION
MEETING MINUTES
Civic Meeting Room 1, 441 Hwy 101 N. OR 97498
Tuesday, August 5, 2025, at 2:00 pm

I. Call to Order

II. Roll Call

Commission Members	P/A
Meg Simans	P
Ron Simans	P
George Giroux	P
Adam Altson	p
John Pravel	p
Dan Wright	P

Staff Members	
Bobbi Price, City Manager	Kimmie Jackson, Recorder

III. Announcements - None

IV. Public Comment - None

V. Reports

- a. The Commons report remains unchanged since June, with July's update still pending.
- b. Review of the July meeting minutes required no clarification, and commissioners praised the exceptional detail and clarity of the record.
- c. The Trails and YIPS Workgroup noted steady progress and highlighted the value of the bullet-point format for readability.
- d. The Keeping Yachats Beautiful Workgroup also reported ongoing progress, with additional updates expected from Shelly.
- e. The Estuary Boardwalk Workgroup recognized contributions from Bob, Loren, and Bobbi in preparing for the grant presentation and expressed interest in the outcomes of the July 29 meeting.
- f. Under stage storage Commons projects, progress continued on the under-stage storage project with the installation of the first door, prompting discussion on who carried out the sanding, filling, and painting.
- g. The architect for the ADA restrooms and north remodel provided a plan view incorporating earlier feedback, and it is being used to seek contractor bids.

VI. New Business

- a. [Shelly presented a proposal for Big Belly Trash Cans](#) in a future budget cycle. These enclosed, compacting units notify when full and could be placed downtown near the Green Salmon, CK Market, and along Hwy 101. Steel cans and residential bins were considered, but the concerns are corrosion, wind, and crows. Dahl Disposal's involvement remains uncertain, though grant

opportunities and a pilot program were suggested.

[There is a concern about the 804 Trail](#) gravel strip between 7th and Marine, which was described as difficult to walk on and as wasted space. Options such as removal or repurposing with plantings were discussed, with Shelly tasked to review before committing it to Keep Yachats Beautiful.

- b. [Sharon Design Studio Proposal](#) / CIP Process: Reviewed by the City. The Commission reviewed the Sharon Design Studio proposal and CIP process, focusing on project prioritization, sequencing to avoid rework, and identifying grant opportunities. While estimates in the plan were intentionally high, members agreed priorities must be considered as a whole because of project interdependence.
- a. [The Wetlands Boardwalk](#) Subcommittee presented signage recommendations for trailheads and park entrances, emphasizing consistent citywide design. The plan includes entrance signs, trail markers, brochure holders, and brochure consolidation, with educational plant signage to follow later. The Commons kiosk will remain unchanged for now. Commissioners unanimously approved forwarding the recommendations to City Council for the August 20 meeting, with John and Adam offering to present.
- b. [Yachats' noxious weed policy](#) - The Commission also finalized its review of the city's toxic and invasive plant list, identifying 26 species for consideration. Members discussed distinctions between "noxious" and "invasive," enforceability concerns, and the need to separate hazards from recommendations. They agreed their role was to provide the list while leaving ordinance details and legal review to Planning and the city attorney.

Motion:	A motion was made to forward the list and supporting materials to the Planning Commission.			
Ayes:	Simans, R., Giroux, Wright, Altson, Prevel, and Simans, M.	Nays:	Absent: 0	Recused: 0
Passed:	6/0			

- c. [Future role of PCC](#) - discussion centered on the future role of the Parks and Commons Commission (PCC). The outgoing chair emphasized the importance of defining the Commission's function for effective city operations. Members clarified that without a seated chairperson, the Commission could not continue as a formal body, and a work group would not serve the same advisory role. They explored the option of forming a work group to report to the City Manager while recognizing the distinction between advisory and actionable responsibilities. Emphasis was placed on the necessity of a chair to maintain the Commission's current operations and its potential to pivot toward advising on future city projects.

Adjourn Parks & Commons Commission Meeting 4:30 pm

Minutes prepared by Kimmie Jackson, Recorder