1. Agenda

   Documents:

   2019-02-06 City Council Agenda.pdf

2. Meeting Materials

   Documents:

   2019-02-06 Proposed Charter Changes.pdf
   DRAFT Ordinance 355 Chapter 3.10 CIP.pdf
   RES 2019-55 Finance Committee Appointment.pdf
   RES 2019-57 Planning And Parks And Commons Appointments.pdf
   RES 2019-58 IGA Planning Services.pdf
   RES 2019-59 IGA Financial Services.pdf
   RES 2019-60 IGA Oregon Cooperative Procurement Program.pdf
   DRAFT Ordinance 358 Comp Plan.pdf
   2019-02-20 DRAFT City Council Agenda.pdf

Yachats City Council Vision

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

CITY OF YACHATS

CITY COUNCIL WORK SESSION, REGULAR COUNCIL MEETING

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

Wednesday, February 6, 2019 at 9:30am

WORK SESSION AGENDA

I. CALL MEETING TO ORDER
II. WORK SESSION DISCUSSION TOPICS
   1. Finalization of Amendments to City Charter
   2. Discussion of Administrative Policies
   3. Proposed Finance Committee Ordinance
   4. Approve agenda for 2/20/19 City Council meeting **at 6:00pm in Room 1**

REGULAR COUNCIL MEETING

I. Announcements, Correspondence and Proclamations
II. Public Comment: **Topics not listed on the agenda**: 5-minute limitation per person
III. Consent Agenda
   A. Resolutions Memorializing Council Action
IV. Unfinished Business
   A. Ordinance: Adoption of Comprehensive Plan Updates
V. New Business
   A. Resolution Appointment to Planning & Parks & Commons Commissions
   B. Resolution Financial & Planning IGA with COG
   C. Resolution Procurement IGA
   D. Appointment of City Representative(s) to Policy Committee for Lincoln County Housing Project
   E. Appointment of Council Representative to OCOG Area Commission on Transportation

VI. Other Business
   A. From Mayor
   B. From Council
   C. From Staff

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

Posted February 1, 2019

City Council Action Item Cover Sheet

DATE: February 6, 2019

Agenda Item:

Finalization of Amendments to the City Charter

Question Before Council:

Hear and Discuss Attorney feedback on Charter

Person/Group Initiating Request:

Council

Item Summary/Background:

After reviewing the changes, the City Attorney is recommending that Yachats follow the model charter from the League of Oregon Cities. The City Attorney will be on the phone; however, the encouragement comes from the fact that a lot of the model language comes from case law and has been vetted. Deviations from model language may result in additional requests for documentation of intent from the Court if challenged.

Council is requested to review the document sent to the attorney & compare to the model charter. Council is requested to have ready specific questions about items they wish to see added/changed in the model charter for the attorney to answer on the phone during the work session.

Chapter 99.01 - Charter

Section 99.01.010 Charter.

Preamble

We, the voters of Yachats, Oregon exercise our power to the fullest extent possible under the Oregon Constitution and laws of the ~~state, and~~state and enact this Home Rule Charter.

Chapter I - Names And Boundaries

Section 1. Title. This charter may be referred to as the 2005 Yachats Charter, as amended.

Section 2. Name. The City of Yachats, Oregon, continues as a municipal corporation with the name "City of Yachats."

Section 3. Boundaries. The city includes all territory within its boundaries as they now exist or are legally modified by a majority of the voters of the City of Yachats at an election, or as otherwise legally modified. The city will maintain as a public record an accurate and current description of the boundaries.

Chapter II - Powers

~~SECTION~~ Section 4. ~~POWERS~~Powers. The city has all powers that the constitutions, statutes and common law of the United States and Oregon expressly or impliedly grant or allow the city, as fully as though this charter specifically enumerated each of those powers.

Section 5. Construction. The charter will be liberally construed so that the city may exercise fully all powers possible under this charter and under United States and Oregon law.

Section 6. Distribution. The Oregon Constitution reserves initiative and referendum powers as to all municipal legislation to city voters. This charter vests all other city powers in the council except as the charter otherwise provides. The council has legislative, administrative and quasijudicial authority. The council exercises legislative authority by ordinance, administrative authority by resolution, and quasi-judicial authority by order. The council may not delegate its authority to adopt ordinances.

Chapter III - Council

Section 7. Council. The council consists of a mayor and four councilors nominated and elected from the city at large.

Section 8. Mayor. The mayor presides over and facilitates council meetings, preserves order, enforces council rules, and determines the order of business under council rules. The mayor is a voting member of the council and has no veto authority. With the consent of council, the mayor appoints members of commissions and of all committees established by ordinance or resolution. The mayor must sign all records of council decisions. The mayor serves as the political head of the city government.

Section 9. Qualifications. Neither the mayor nor a councilor may be employed by the city.

Section ~~9~~10. Council President. At its first meeting each year, the council must elect a president from its membership. The president presides in the absence of the mayor and acts as mayor when the mayor is unable to perform duties.

Section ~~10~~11. Rules. The council must by resolution adopt rules to govern its meetings.

Section ~~11~~12. Meetings. The council must meet at least once a month at a time and place designated by its ~~rules, and~~rules and may meet at other times in accordance with the rules.

Section ~~12~~13. Quorum. A majority of the council members is a quorum to conduct business, but a smaller number may meet and compel attendance of absent members as prescribed by council rules.

Section ~~13~~14. Vote Requirement~~d~~. The express approval of a majority of a quorum of the council is necessary for any council ~~decision, except~~decision, except when this charter requires approval by a majority of the council.

In the event of a major emergency such as a natural disaster that limits the ability of council members to meet, the council may act by a majority of those who are able to participate in a meeting in person or by electronic other means. Any such emergency action shall be reviewed at the first opportunity to have a quorum consider the action.

Section 15. Record. A record of council meetings must be kept in a manner prescribed by the council rules.

Section 16. Coercion. No council member may directly or indirectly attempt to coerce the manager or a candidate for the office of manager in the appointment or removal of any city employee, or in administrative decisions regarding city property or contracts. Violation of this prohibition is grounds for removal from office by a majority of the council after a public hearing. In council meetings, councilors may discuss or suggest anything with the manager relating to city business.

Chapter IV - Legislative Authority

Section ~~15~~17. Ordinances. The council will exercise its legislative authority by adopting ordinances. The enacting clause for all ordinances must state "The City of Yachats ordains as follows:".

Section ~~16~~18. Ordinance Adoption.

(a) Except as authorized by subsection (b), adoption of an ordinance requires approval by a majority of the council at two meetings.

(b) The council may adopt an ordinance at a single meeting by the unanimous approval of at least a quorum of the council, provided the proposed ordinance is available in writing to the public at least one week before the meeting.

(c) Any substantive amendment to a proposed ordinance must be read aloud or made available in writing to the public attending the meeting before the council adopts the ordinance at that meeting.

(d) After ~~the adoption of~~a vote on an ordinance, the vote of each member must be entered into the council minutes.

(e) After adoption of an ordinance, the city custodian of records must endorse it with the date of adoption and the custodian's name and title.

Section ~~17~~19. Effective Date of Ordinances. Ordinances normally take effect on the 30th day after

adoption, or on a later day provided in the ordinance. An ordinance may take effect as soon as adopted or at another date less than 30 days after adoption if it contains an emergency clause.

Chapter V - Administrative Authority

Section ~~18~~20. Resolutions. The council will normally exercise its administrative authority by approving resolutions. The approving clause for resolutions may state "The City of Yachats resolves as follows:"

Section ~~19~~21. Resolution Approval.

(a) Approval of a resolution or any other council administrative decision requires approval by the council at one meeting.

(b) Any substantive amendment to a resolution must be read aloud or made available in writing to the public attending the meeting before the council adopts the resolution at that meeting.

(c) After ~~approval of~~a vote on a resolution or other administrative decision, the vote of each member must be entered into the council minutes.

(d) After approval of a resolution, the city custodian of records must endorse it with the date of approval and the custodian's name and title.

Section ~~20~~22. Effective Date of Resolutions. Resolutions and other administrative decisions take effect on the date of approval, or on a later day provided in the resolution.

Chapter VI - Quasi-Judicial Authority

Section ~~21~~23. Orders. The council will normally exercise its quasi-judicial authority by approving orders. The approving clause for orders may state "The City of Yachats" orders as follows:".

Section ~~22~~24. Order Approval.

(a) Approval of an order or any other council quasi-judicial decision requires approval by the council at one meeting.

(b) Any substantive amendment to an order must be read aloud or made available in writing to the public attending the meeting before the council adopts the order.

(c) After ~~approval of~~a vote on an order or other council quasi-judicial decision, the vote of each member must be entered in the council minutes.

(d) After approval of an order, the city custodian of records must endorse it with the date of approval and the custodian's name and title.

Section ~~23~~25. Effective Date of Orders. Orders and other quasi-judicial decisions take effect on the date of final approval, or on a later day provided in the order.

Chapter VII - Elections

Section ~~27~~26. Councilors. The term of a councilor in office when this charter is adopted is the term for which the councilor was elected. At each general election after the adoption, two councilors will be

elected for four~~two~~-year terms.

Section 2827. Mayor. The term of the mayor in office when this charter is adopted continues until the beginning of the first odd-numbered year after adoption. At each general election after the adoption, a mayor will be elected for a two-year term.

Section 2928. State Law. City elections shall be conducted in accordance with state law except as this charter or ordinances provide otherwise as allowed by state law. [HELEN'S NOTE: is there a case where the city would not follow state law? – the exception clause seems unwarranted] All elections for city offices must be nonpartisan.

Section 3029. Qualifications.

(a) The mayor and each councilor must be a qualified elector under state law, and reside within the city for at least one year immediately before election or appointment to office.

(b) No person may be a candidate at a single election for more than one city office.

(c) The council is the final judge of the election and qualifications of its members.

Section 3130. Nominations. The council must adopt an ordinance prescribing the manner for a person to be nominated to run for mayor or a city councilor position.

Section 3231. Terms. The term of an officer elected at a general election begins at the first council meeting of the year immediately after the election, and continues until the successor qualifies and assumes the office.

Section 3332. Oath. The mayor and each councilor must swear or affirm to faithfully perform the duties of the office and support the constitutions and laws of the United States and Oregon and the rules, regulations, and ordinances of the City of Yachats.

Section 3433. Vacancies: The mayor or a council office becomes vacant:

(a) Upon the incumbent's:
(1) Death,
(2) Adjudicated incompetence, or
(3) Recall from the office.

(b) Upon declaration by the council after the incumbent's:
(1) Failure to qualify for the office within 10 days of the time the term of office is to begin,
(2) Absence from the city for 30 days without council consent, or from all council meetings within a 60-day period,
(3) Ceasing to reside in the city,
(4) Ceasing to be a qualified elector under state law,
(5) Conviction of a public offense punishable by loss of liberty, or
(6) Resignation from the office.

Section 3534. Filling Vacancies. ~~A mayor or councilor vacancy will be filled by appointment by a majority of the remaining council members. The appointee's term of office runs from appointment until expiration of the term of office of the last person elected to that office. If a disability prevents a council member from attending council meetings or a member is absence from the city, a majority of the council~~

~~may appoint a councilor pro tem.~~ If a council member is unable to attend council meetings or a member is absent from the city, a majority of the council may appoint a councilor pro tem.

A mayor or councilor vacancy shall be filled by appointment by a majority vote of the remaining members of the council. If simultaneous vacancies exist, the council may fill them concurrently or sequentially. Notwithstanding the requirement in section 13, if at any time the membership of the council is reduced to less than three (3), the remaining members may still by majority action appoint additional councilors to raise the council membership to five (5). However, in this case the appointments should be made sequentially.

Prior to any vote to fill a vacancy, the council must announce the vacancy and allow at least one week for volunteers to submit their names. All volunteers who meet the requirements for councilor and who submit a written application to fill the vacancy must be interviewed at a council meeting prior to a vote being taken to fill the vacancy. Should the vote result in a tie, a second vote will be taken with ranked voting of the candidates. As required by law, all votes will be public. If a tie still remains after preferential voting, the successful candidate shall be determined by a public drawing of lots in a manner prescribed by council.

Each appointee's term of office begins immediately on appointment and shall continue until the earlier of the end of the term they are filling or until the beginning of the year following the next general biennial elections occurring more than 100 days after appointment. In the latter case, at the upcoming general election, a successor shall be elected to fill the unexpired term of the predecessor in office of the appointee.

If the council fails to fill a vacancy within sixty (60) days following the occurrence of one or more vacancy, a special election to fill the vacancy(ies) will be held as soon as is practicable.

Chapter ~~VIII~~ – Personnel

~~APPOINTIVE OFFICERS~~

Section 35~~8.1~~. City Manager.

[-HELEN's NOTE: need to remove the indent before the lettered items]

(a) The office of city manager is established as the administrative head of the city government.~~1~~ The city manager is responsible to the mayor and council for the proper administration of all city business. The city manager will assist the mayor and council in the development of city policies, and carry out policies established by ordinances and resolutions.~~52~~

(b) A majority of the council must appoint and may remove the manager. The appointment must be made without regard to political considerations. It must be made solely on the council's judgment of ability to efficiently perform the job of City Manager.~~ and solely on the basis of education and experience in competencies and practices of local government management.~~53

~~1 The city manager exercises the administrative authority delegated by the city charter and the city council. The manager and the council both exercise administrative authority. Only the council may exercise legislative authority.~~ ~~52~~ ~~This gives the manager a role in policy development consistent with the 8th edition of the NCL Model Charter (2011). It makes the manager responsible for carrying out city policy adopted by council resolution or ordinance.~~ ~~53~~ ~~This section adds more specific qualifications for city manager consistent with the 8th edition of the NCL Model Charter (2011).~~

(c) The manager need not reside within the city limits.~~2~~

(d) The manager may be appointed for a definite or an indefinite term, and may be removed at any time by a majority of the council. The council must fill the office by appointment as soon as practicable after the vacancy occurs.

(e) The manager must:

(1) Attend all council meetings unless excused by the mayor or council;

(2) Make reports and recommendations to the mayor and council about the needs of the city;

(3) Administer and enforce all city ordinances, resolutions, franchises, leases, contracts, permits and other city decisions;

(4) Appoint, supervise and remove city employees; ~~3~~

(5) Organize city departments and administrative structure;

(6) Prepare and administer the annual city budget;

(7) Administer city utilities and property;

(8) Encourage and support regional and intergovernmental cooperation;

(9) Promote cooperation among the council, staff and citizens in developing city policies and building a sense of community; 4

(10) Perform other duties as directed by the council; and

(11) Delegate duties, but remain responsible for actions of all subordinates.

(f) The manager has no authority over the council or over the judicial functions of the municipal judge. ~~5~~

(g) The manager and other employees designated by the council may sit at council meetings but have no vote. The manager may take part in all council discussions.

(h) When the manager is temporarily ~~disabled from acting~~unable to act as manager or when the office of the manager becomes vacant, the council must appoint a manager pro tem. The manager pro tem has the

---

~~[2] If the city wants the charter to require the manager to live in the city, the following may be added: "but must become and remain a resident of the city while manager." In the alternative, if a residency requirement is desired but is not practicable due to a housing shortage or other condition, the following may be added: "but must live within 30 miles of the city." Either requirement can be imposed more flexibly by ordinance or contract.~~

~~[3] Note that the manager appoints, supervises and removes city employees. The council appoints, supervises and removes city officers.~~

~~[4] Subsections (8) and (9) of this section add provisions that update the charter by recognizing the increasing importance of regional and intergovernmental issues, and the participatory nature of policy development. They are consistent with the 8th edition of the NCL Model Charter (2011).~~

~~[5] Municipal judges have administrative duties incidental to their judicial functions such as record keeping and accounting for certain funds. These administrative duties may be supervised by the city manager.~~

authority and duties of managger, except that a pro tem manager may appoint or remove employees only with council approval.

[HELEN's NOTE: the following deletion has been moved to Chapter III, section 16]~~No council member may directly or indirectly attempt to coerce the manager or a candidate for the office of manager in the appointment or removal of any city employee, or in administrative decisions regarding city property or contracts. 6 Violation of this prohibition is grounds for removal from office by a majority of the council after a public hearing. In council meetings, councilors may discuss or suggest anything with the manager relating to city business. 7~~

Section ~~36~~8.2. City Attorney. The office of city attorney is established as the chief legal officer of the city government. A majority of the council must appoint and may remove the attorney. The attorney may appoint, supervise, and may remove any employees who work in and for the city attorney's office.~~8~~

Section ~~37~~8.3. Municipal Court and Judge.
~~(Do we want to keep in the Attorney & Judge)~~

(a) A majority of the council may appoint and remove a municipal judge. A municipal judge will hold court in the city at such place as the council directs. The court will be known as the Municipal Court.

(b) All proceedings of this court will conform to state laws governing justices of the peace and justice courts.

(c) All areas within the city and areas outside the city as permitted by state law are within the territorial jurisdiction of the court.

(d) The municipal court has jurisdiction over every offense created by city ordinance. The court may enforce forfeitures and other penalties created by such ordinances. The court also has jurisdiction under state law unless limited by city ordinance.~~61~~

(e) The municipal judge may:

(1) Render judgments and impose sanctions on persons and property;

(2) Order the arrest of anyone accused of an offense against the city;

(3) Commit to jail or admit to bail anyone accused of a city offense;

(4) Issue and compel obedience to subpoenas;

~~[6] A similar charter restriction was the basis for damages in *Still v. Benton*, 251 Or 463, 445 P2d 492 (1968). The court found that the mayor did not act within the scope of his authority in pressuring the manager to discharge the police chief. The chief was awarded punitive as well as general damages.~~

~~[7] This does not affect the ability of a council member to obtain information from the manager or other city employees. Council members also have at least as much right to public records as other members of the public under the Oregon Public Records Law, ORS 192.410 to 192.505.~~

~~[8] If a city attorney office is established by the charter, it is independent of the wishes of the council or manager. This language places office employees under the supervision of the attorney rather than the manager. The charter could establish the office and provide for appointment by the manager. If not created by charter, the city attorney office may~~

(5) Compel witnesses to appear and testify and jurors to serve for trials before the court;

(6) Penalize contempt of court;

(7) Issue processes necessary to enforce judgments and orders of the court;

(8) Issue search warrants; and

(9)Perform other judicial and quasi-judicial functions assigned by ordinance.

(f) The council may appoint and may remove municipal judges pro tem.

(g) The council may transfer some or all of the functions of the municipal court to an appropriate state court.~~62~~

~~be created by ordinance. The ordinance may provide for city attorney appointment by the council or manager.~~
~~Attorney duties may be assigned by ordinance and contract.~~
~~61 ORS 221.339 gives municipal courts jurisdiction over violations and misdemeanors committed or triable in the city. Municipal courts do not have jurisdiction over felonies or designated drug-related misdemeanors as defined in ORS 423.478. The section provides that jurisdiction over misdemeanors may be limited by city ordinance. 62 ORS 51.035.~~

Section ~~33~~38. Appointive Officers. Additional officers as the Council deems necessary shall be appointed and may be removed by a majority vote of the entire Council.

Section ~~34~~39. Compensation. The council must authorize the compensation of city officers and employees as part of its approval of the annual city budget.

Section ~~35~~40. Merit Systems. The council by resolution will determine the rules governing recruitment, selection, promotion, transfer, demotion, suspension, layoff, and dismissal of city employees based on merit and fitness.

Chapter ~~I~~X - Public Improvements

Section ~~36~~41. Procedure. The council may by ordinance provide for procedures governing the making, altering, vacating, or abandoning of a public improvement. A proposed public improvement may be suspended for six months upon remonstrance by owners of the real property to be specially assessed for the improvement. The number of owners necessary to suspend the action will be determined by ordinance.

Section 42~~37~~. Special Assessments. The procedure for levying, collecting and enforcing special assessments for public improvements or other services charged against real property will be governed by ordinance.

Chapter XI - Miscellaneous Provisions

Section 43~~38~~. Debt. City indebtedness may not exceed debt limits imposed by state law. A charter amendment is not required to authorize city indebtedness.

~~Section 39. Purchase and Sale of City Real Property. No fee simple title to real property shall be purchased nor shall fee simple title to property owned by the City be sold or otherwise transferred in its entirety without prior voter approval at an election.~~

Section ~~403~~944. Ordinance Continuation. ~~All ordinances~~Any ordinance or other enactment that is consistent with this charter and in force when it takes effect remains in effect until amended or repealed.

Section ~~414~~045. Repeal. All charter provisions adopted before this charter takes effect are repealed.

Section ~~4241.~~46. Severability. The terms of this charter are severable. If any provision is held invalid by a court, the invalidity does not affect any other part of the charter.

Section ~~434~~247. Time of Effect. This charter takes effect ~~February 1, 2005~~January 1, 2013FILL IN DATE.

MODEL

LEAGUE OF OREGON CITIES

Model Charter for Oregon Cities

SEVENTH EDITION

JANUARY 2018

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FOREWORD

This is the 7th edition of the Model Charter for Oregon Cities. It is the second published by the League of Oregon Cities. Previous versions were published by the Bureau of Governmental Research and Service at the University of Oregon.[1]

The purpose of the Model Charter is to serve as a guide for charter drafting by city officials and citizens by providing a foundation for meeting different needs and policy choices about city government structure. It is not intended for submission to community voters without discussion. Each city that undertakes charter revision or the preparation of a new charter must consider provisions and procedures that best serve its unique community.

This 2018 version contains several minor changes from the 6th edition of 2004. The format continues as one document. All models prior to 1988 had two separate versions: one for the mayor-council form of government and one for the council-manager form of government. Language for the council-manager form is now presented in the text. Except for the city manager section 8.1, this model is useful for cities without a city manager. Alternative mayor-council language is included in the footnotes.

This edition makes numerous clarifications, simplifications and style changes from previous versions including the addition of a table of contents and an updated section numbering system.

[1] The first Oregon Model Charter was published in 1947; revisions were published in 1951, 1959, 1967, 1988 and 2004.

PREAMBLE

We, the voters of _____, Oregon exercise our power to the fullest extent possible under the Oregon Constitution and laws of the state, and enact this Home Rule Charter.[2]

Section I
NAMES AND BOUNDARIES

Section 1.1. Titles. This charter may be referred to as the 20__ _____ Charter.[3]

Section 1.2. Names. The City of _____, Oregon, continues[4] as a municipal corporation with the name City of _____.[5]

Section 1.3. Boundaries. The city includes all territory within its boundaries as they now exist or are legally modified. The city will maintain as a public record an accurate and current description of the boundaries.

Section II
POWERS

Section 2.1. Powers. The city has all powers that the constitutions, statutes and common law of the United States and Oregon expressly or impliedly grant[6] or allow[7] the city, as fully as though this charter specifically enumerated each of those powers.[8]

Section 2.2. Construction. The charter will be liberally construed[9] so that the city may exercise fully all powers possible under this charter and under United States and Oregon law.

Section 2.3. Distribution. The Oregon Constitution reserves initiative and referendum powers as

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[2] This uses the "voters" language of Article XI, section 2 of the Oregon Constitution and makes clear the intent to use all the home rule power.

[3] Insert the year the charter is adopted and the city name. For convenience, this may be used as the charter's short title.

[4] The continuity of a city's existence is not broken by the adoption of a new charter.

[5] If this section changes the name of the city, it may read: "The municipal corporation previously known as the City of _____ continues under this charter as a municipal corporation with the name 'City of _____.'"

[6] The city home rule amendments to the Oregon Constitution reserve powers to city voters. Oregon Constitution, Article XI, section 2 (1906, 1910). The Oregon Supreme Court has said that the amendments are a "continuous offer" of "all powers properly belonging to municipal government." *Robertson v. City of Portland*, 77 Or 121, 127 (1915). The offer is conditional. City voters may accept the offer by adopting charter terms. This general grant of power accepts the offer completely.

[7] The US Constitution does not mention cities, but does not restrict city actions. The Oregon Constitution imposes some restrictions, but also authorizes city actions. Federal and state statutes impose many requirements and restrictions on cities, but still authorize or allow them a wide range of action. "Allow" in this section is intended to provide a basis for city authority to act even though the city cannot identify clear statutory authority for the city action. It assumes the authority is municipal in nature and not prohibited by federal or state law.

[8] Appendix A discusses the legal basis for general grants of authority.

[9] This requirement that the charter be liberally construed is intended to negate the effect of a rule of strict construction of city charters known as Dillon's Rule.

to all municipal legislation to city voters.[10] This charter vests all other city powers in the council except as the charter otherwise provides. The council has legislative, administrative and quasi-judicial authority. The council exercises legislative authority by ordinance, administrative authority by resolution, and quasi-judicial authority by order. The council may not delegate its authority to adopt ordinances.[11]

Section III
COUNCIL

Section 3.1. Council. The council consists of a mayor[12] and six councilors[13] nominated and elected from the city at large.[14]

Section 3.2. Mayor. The mayor presides over and facilitates council meetings, preserves order, enforces council rules, and determines the order of business under council rules. The mayor is a voting member of the council and has no veto authority.[15]

a) With the consent of council, the mayor appoints members of commissions and committees established by ordinance or resolution.

b) The mayor must sign all records of council decisions.[16]
c) The mayor serves as the political head of the city government.[17]

Section 3.3. Council President. At its first meeting each year, the council must elect a president

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[10] Article IV, section 1, subsection (5) of the Oregon Constitution.
[11] While part of federal and state government structures, separation of powers is rarely found in cities. The council has powers analogous to those of the three branches of the federal government and the three departments of the Oregon government. The context, substance and form of council decisions determine the nature of the power exercised. Only the council may adopt ordinances and exercise its legislative authority. Only its legislative authority is subject to voter initiative and referendum. The council may by ordinance delegate its administrative and quasi-judicial authority.
[12] Although some charters provide that the mayor is not a member of the council, this model recommends that the council include the mayor as a member. This means that the mayor participates in and votes on matters before the council as do other council members. Section 3.2 states that the mayor is a voting member of the council. If the mayor is not to have a council vote, then section 3.1 should state that the council consists of a specified number of councilors elected from the city at large.
[13] Some Oregon cities have five-member councils. If the council is to have five members, "six" needs to be changed to "four." A city may want a larger council of nine members or more. If so, "six" needs to be changed accordingly.
[14] Most Oregon cities nominate and elect councilors at large. Some nominate and elect councilors by district or ward. A third option is to nominate by district and elect at large. If there are districts, then the district boundaries must be specified. The most efficient way of doing this is by ordinance. For that purpose, this section could read: "The council consists of a mayor nominated and elected at large, and six councilors nominated and elected by districts with the boundaries fixed by ordinance." District boundaries must be periodically adjusted to meet equal protection requirements. Most charters that provide for election of councilors by district also require as a qualification that each councilor reside in the district the councilor represents and continue to so reside for the term of office.
[15] Some charters permit the mayor to vote only to break a tie. If the mayor's vote is to be so limited, this section needs to be changed accordingly.
[16] The council may assign by ordinance or council rules additional duties to the mayor for authenticating ordinances, resolutions, orders, and other council documents.
[17] This section adds facilitator and political leader to enhance the role of the mayor. It makes specific the apparent and inherent authority of the office of mayor. It also parallels the administrative authority of city manager in section 8.1. It follows the example of the 8th edition of National Civic League (NCL) Model Charter (2011).

from its membership. The president presides in the absence of the mayor and acts as mayor when the mayor is unable to perform duties.

Section 3.4. Rules. The council must by resolution adopt rules to govern its meetings.[18, 19]

Section 3.5. Meetings. The council must meet at least once a month at a time and place designated by its rules, and may meet at other times in accordance with the rules and laws of the state of Oregon.

Section 3.6. Quorum. A majority of the council members is a quorum to conduct business.[20] In the event of a vacancy due to resignation or other events, the quorum is reduced accordingly.[21] In the event of an absence, a smaller number may meet and compel attendance of absent members as prescribed by council rules.[22]

Section 3.7. Vote Required. The express[23] approval of a majority of a quorum of the council is necessary for any council decision,[24] except when this charter requires approval by a majority of the council.[25]

Section 3.8. Record. A record of council meetings must be kept in a manner prescribed by the council rules and the laws of the state of Oregon.[26]

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[18] Council meetings must comply with the requirements of the Oregon Public Meetings Law. ORS 192.610 –192.710. Council rules should be considered administrative and adopted by resolution. They are easier to keep updated and less formal than if adopted by ordinance. Also, they are not subject to initiative and referendum.

[19] The League has published a set of Model Rules of Procedure for Council Meetings available at: http://www.orcities.org/Portals/17/Library/Model%20Procedures%20for%20Council%20Meetings%203-31-17.pdf.

[20] A majority is more than half of the council. For a seven-member council, a quorum is four or more.

[21] For example, if a seven-member council has one vacant position due to resignation or other events, the quorum remains at four. If there are two vacant positions, the quorum is reduced to three. If a five-member council has one vacant position, the quorum remains at three. If there are two vacant positions, the quorum is reduced to two.

[22] For example, council rules may state that the members present may order a city police officer to find and bring an absent member to the meeting. The rules may also provide a penalty for the absent member.

[23] "Express" is used here to clarify the effect of abstention from voting. At common law abstention from voting was regarded as concurrence with the decision. Thus, the concurrence could be either affirmative or negative depending on how the majority voted on a decision. "Express" is intended to make clear that an abstention from voting on a question may not contribute to answering the question affirmatively; it amounts to a "no" vote. Use of the word "express" means that no vote less than a majority of a quorum may decide affirmatively a question before the council.

[24] A "decision" is any action taken by council vote. This includes votes on formal documents such as ordinances, resolutions, orders and contracts. It also includes votes to direct city staff, and other questions and motions before the council. Unless the charter provides otherwise, the council may act affirmatively through less than a majority of its positions. A seven-member council thus may act through three councilors; its quorum is four. A five-member council may so act through two members; its quorum is three. A question may be decided negatively by fewer councilors than required to decide it affirmatively. For example, a 2 to 2 vote or a 2 to 1 vote when the quorum is four councilors, and one councilor is absent.

[25] Some charter sections require a vote of a majority of the council to make certain decisions. In this model, they are sections 4.2(a), 7.9, 8.1(b) and (d), 8.2 and 8.3(a). Section 4.2(b) requires a unanimous vote of at least a council quorum to adopt an ordinance at one meeting.

[26] The Oregon Public Meetings Law, ORS 192.650, requires cities to provide for sound, video, digital recording or the taking of written minutes. This section provides an independent requirement for council records and authorizes the council to adopt requirements in addition to those of state law.

Section IV
LEGISLATIVE AUTHORITY[27]

Section 4.1. Ordinances. The council will exercise its legislative authority by adopting ordinances. The enacting clause for all ordinances must state "The City of_____ ordains as follows:".

Section 4.2. Ordinance Adoption.

a) Except as authorized by subsection (b), adoption of an ordinance requires approval by a majority of the council at two meetings.[28]

b) The council may adopt an ordinance at a single meeting by the unanimous approval of at least a quorum of the council,[29] provided the proposed ordinance is available in writing to the public at least one week before the meeting.

c) Any substantive amendment to a proposed ordinance must be read aloud or made available in writing to the public before the council adopts the ordinance at that meeting.

d) After the adoption of an ordinance, the vote of each member must be entered into the council minutes.

e) After adoption of an ordinance, the city custodian of records must endorse it with the date of adoption and the custodian's name and title.

Section 4.3. Effective Date of Ordinances. Ordinances normally take effect on the 30th day after adoption, or on a later day provided in the ordinance. An ordinance may take effect as soon as adopted or other date less than 30 days after adoption if it contains an emergency clause.[30]

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[27] The most significant power granted to cities is the authority to adopt legislation. Legislation is local law that applies throughout a city. Legislative authority is properly exercised in the form of ordinances. City charters traditionally prescribe specific requirements for adoption of ordinances, and no provisions for approval of resolutions (administrative) or orders (quasi-judicial). Only using ordinances for legislation and using other forms for non-legislative decisions makes clear which council actions are subject to referendum. Oregon Constitution, Article IV, section 1(5) gives voters initiative and referendum powers over "municipal legislation."

[28] Under section 3.6, the majority of the council membership must be present at the time a decision is made. If there is one or more unfilled council vacancy, the majority is calculated on the temporarily diminished membership. However, action by a majority of a quorum (e.g. three votes when quorum of four is present) is not sufficient to enact an ordinance under this section. See note 21 above.

[29] This section requires the presence of at least four councilors and a unanimous vote to adopt an ordinance at one meeting when there is a seven-member council. The presence of three councilors and a unanimous vote is required when the council has five members.

[30] Ordinances containing an emergency clause take effect immediately and are not subject to referendum. Legislation may not take effect when it is subject to referendum. Procedures for city initiative and referendum are found in ORS 250.255 to 250.355, and city ordinances. Emergency clauses are legislative and not subject to judicial review. *Kadderly v. City of Portland*, 44 Or 118 (1903). City use of an emergency clause preventing a referendum on the ordinance is not subject to federal court review as a violation of civil rights. *Stone v. City of Prescott*, 173 F3d 1172 (9th Cir 1999).

Section V
ADMINISTRATIVE AUTHORITY[31]

Section 5.1. Resolutions. The council will normally exercise its administrative authority by approving resolutions.[32] The approving clause for resolutions may state "The City of _____ resolves as follows:"

Section 5.2. Resolution Approval.

a) Approval of a resolution or any other council administrative decision requires approval by the council at one meeting.[33]

b) Any substantive amendment to a resolution must be read aloud or made available in writing to the public before the council adopts the resolution at that meeting.

c) After approval of a resolution or other administrative decision, the vote of each member must be entered into the council minutes.

d) After approval of a resolution, the city custodian of records must endorse it with the date of approval and the custodian's name and title.

Section 5.3. Effective Date of Resolutions. Resolutions and other administrative decisions take effect on the date of approval, or on a later day provided in the resolution.[34]

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[31] Councils formally exercise their administrative authority in the form of resolutions. Administrative decisions normally implement requirements of city ordinances and state statutes. Examples include city budgets, budget amendments, financial transfers, public contracts, fees and charges, council rules, and city personnel rules. Administrative decisions often are "internal" and relate to the city government. City charters traditionally prescribe specific requirements for adoption of ordinances (legislative), and include no provisions for approval of resolutions (administrative). This model suggests that charters specifically recognize council resolutions as the proper form for the exercise of its administrative authority. Use of this form for non-legislative decisions makes clear which council actions are subject to referendum. Oregon Constitution, Article IV, section 1(5) gives voters initiative and referendum powers over "municipal legislation", but not municipal administration.

[32] The preferred method for the council to exercise its administrative authority is by resolution. However, "normally" is used in this sentence to allow the council to approve contracts and other documents, give direction to the city manager, city attorney and city employees, and make other administrative decisions by approving a motion without adopting a resolution.

[33] Under section 3.6, the majority of the council membership must be present at the time a decision is made. If there is one or more unfilled council vacancy, the majority is of the temporarily diminished membership. Action by a majority of a quorum (e.g. three votes when quorum of four is present) is sufficient to approve a resolution under this section. See note 19 above.

[34] ORS 221.310(3) applies to cities of 2,000 or more. It provides that a resolution may take effect any time after passage by the city council. The resolution must state the resolution effective date in a separate section.

Section V
QUASI-JUDICIAL AUTHORITY[35]

Section 6.1. Orders. The council will normally exercise its quasi-judicial authority by approving orders. The approving clause for orders may state "The City of _____ orders as follows:"

Section 6.2. Order Approval.

a) Approval of an order or any other council quasi-judicial decision requires approval by the council at one meeting.[36]

b) Any substantive amendment to an order must be read aloud or made available in writing to the public at the meeting before the council adopts the order.

c) After approval of an order or other council quasi-judicial decision, the vote of each member must be entered in the council minutes.

d) After approval of an order, the city custodian of records must endorse it with the date of approval and the custodian's name and title.

Section 6.3. Effective Date of Orders. Orders and other quasi-judicial decisions take effect on the date of final approval, or on a later day provided in the order.

Section VII
ELECTIONS

Section 7.1. Councilors. The term of a councilor in office when this charter is adopted is the term for which the councilor was elected.[37] At each general election after the adoption, three councilors will be elected[38] for four-year terms.[39]

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[35] Quasi-judicial authority is normally exercised in the form of orders. Under this authority, the council holds hearings and is required to make decisions. The most common examples are land use matters and nuisance proceedings. City charters traditionally prescribe specific requirements for adoption of ordinances (legislative) and include no provisions for adoption of orders (quasi-judicial). This model suggests that charters specifically recognize council orders as the proper form for the exercise of quasi-judicial authority. Use of this form for non-legislative decisions helps make clear which council actions are subject to referendum. Oregon Constitution, Article IV, section 1(5) gives voters initiative and referendum powers over "municipal legislation," but not municipal quasi-judicial decisions.

[36] Under section 3.6, the majority of the council membership must be present at the time a decision is made. If there is one or more unfilled council vacancy, the majority is of the temporarily diminished membership. Action by a majority of a quorum (e.g. three votes when quorum of four is present) is sufficient to approve an order under this section. See note 22 above.

[37] This sentence anticipates the charter vote at a primary or special election. If the charter vote is at a general election, the words "or is elected at the time of adoption" should be added.

[38] Oregon Constitution, Article II, section 14a requires cities to hold their regular elections for officers at the same time as the general biennial elections for state and county officers are held. ORS 254.035 implements this provision. ORS 254.056 states that general elections are held on the first Tuesday after the first Monday in November of even-numbered years. It further states that primary elections may be held on the third Tuesday in May of even-numbered years.

[39] This language assumes that adoption of the charter will not affect the council size or terms of office. It does provide a transition from the city government before charter adoption to the city government under the charter.

Section 7.2. Mayor. The term of the mayor in office when this charter is adopted continues until the beginning of the first odd-numbered year after adoption. At every other general election after the adoption, a mayor will be elected for a four-year term.[40]

Section 7.3. State Law. City elections must conform to state law except as this charter or ordinances provide otherwise. All elections for city offices must be nonpartisan.[41]

Section 7.4. Qualifications.

a) The mayor and each councilor must be a qualified elector under state law, and reside within the city for at least one year immediately before election or appointment to office.[42]

b) No person may be a candidate at a single election for more than one city office.

c) Neither the mayor nor a councilor may be employed by the city.[43]

d) The council is the final judge of the election and qualifications of its members.

Section 7.5. Nominations. The council must adopt an ordinance prescribing the manner for a person to be nominated to run for mayor or a city councilor position.[44]

Section 7.6. Terms. The term of an officer elected at a general election begins at the first council meeting of the year immediately after the election, and continues until the successor qualifies and assumes the office.[45]

Section 7.7. Oath. The mayor and each councilor must swear or affirm to faithfully perform the duties of the office and support the constitutions and laws of the United States and Oregon.

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[40] A four-year term for the mayor and four-year staggered terms for an even-number of councilors gives the voters an opportunity to vote for a majority of the council positions at every other general election. It may also be necessary to change "first" to "second" in the first sentence. A mayor elected to a four-year term when this charter provision is adopted would serve until the beginning of the second odd-numbered year after adoption. If the mayor is to have a two -year term, the second sentence of this section needs to be changed. The mayor is appointed from the council by the councilors under the Incorporation Act, ORS 221.130. If this is to continue under the charter, then the second sentence of section 7.2 needs to be replaced by the sentence: "At the first meeting of the council in each odd-numbered year, the council must appoint one of its members to serve as mayor for a term of two years." If the mayor is appointed from the council, the council should have an odd number of members, and section 3.1 should be changed.

[41] The last sentence of this section makes specific the Oregon tradition that local government elections are nonpartisan. This provision is included in the county model home rule charter and county charters. It is also consistent with the 8th edition of the NCL Model Charter (2011).

[42] Courts have consistently invalidated residency qualifications of more than 12 months.

[43] This prohibition is intended to avoid certain conflicts of interest in city service. It bars full-time or part-time employees from serving as mayor or councilor. It does not, however, prevent the mayor or a councilor from receiving reimbursement of expenses for services.

[44] This model charter does not prescribe a nominating procedure. It allows flexibility by requiring that an ordinance govern the nominating process.

[45] These words allow for a successor to be appointed as well as elected, and require that the successor meet the necessary qualifications for the office at the time of election or appointment. Some charters have provisions limiting the number of terms or years that a citizen may serve in an elected office.

Section 7.8. Vacancies. The mayor or a council office becomes vacant:

a) Upon the incumbent's:

    1) Death;

    2) Adjudicated incompetence;[46] or

    3) Recall from the office.[47]

b) Upon declaration by the council after the incumbent's:

    1) Failure to qualify for the office within 10 days of the time the term of office is to begin;

    2) Absence from the city for 30 days without council consent, or from all council meetings within a 60-day period;

    3) Ceasing to reside in the city;[48]

    4) Ceasing to be a qualified elector under state law;

    5) Conviction of a misdemeanor or felony crime;

    6) Resignation from the office; or

    7) Removal under Section 8.1(i).

Section 7.9. Filling Vacancies. A mayor or councilor vacancy will be filled by appointment by a majority of the remaining council members.[49] The appointee's term of office runs from appointment until expiration of the term of office of the last person elected to that office. If a disability prevents a council member from attending council meetings or a member is absent from the city, a majority of the council may appoint a councilor pro tem.[50]

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[46] "Adjudicated incompetence" means inability or unfitness to manage one's affairs because of mental condition determined in a court proceeding.
[47] Recall of elective officers is governed by Oregon Constitution, Article II, section 18, and ORS 249.865 to 249.877.
[48] Section 7.4 requires each member to be a qualified voter and resident of the city. Under subsections (3) and (4) of section 7.8(b), moving outside the city or allowing voter registration to lapse permits the council to declare a council position vacant.
[49] Normally a single vacancy is filled at one time. This section permits the council to fill multiple vacancies at the same time. Most vacancies are created in positions filled by election. However, this section also applies to appointments to fill vacancies created in positions previously filled by an appointee to the council.
[50] A member's disability under this section is usually temporary. If the disability is permanent, it often results in the resignation of the disabled member. A permanent disability does not create a vacancy unless the member resigns. However, the council may appoint a pro tem councilor, and the appointment may continue until a successor to the disabled member is elected and takes office.

Section VIII
APPOINTIVE OFFICERS

Section 8.1. City Manager.

a) The office of city manager is established as the administrative head of the city government.[51] The city manager is responsible to the mayor and council for the proper administration of all city business. The city manager will assist the mayor and council in the development of city policies, and carry out policies established by ordinances and resolutions.[52]

b) A majority of the council must appoint and may remove the manager. The appointment must be made without regard to political considerations and solely on the basis of education and experience in competencies and practices of local government management.[53]

c) The manager need not reside in the city.[54]

d) The manager may be appointed for a definite or an indefinite term, and may be removed at any time by a majority of the council. The council must fill the office by appointment as soon as practicable after the vacancy occurs.

e) The manager must:

1) Attend all council meetings unless excused by the mayor or council;

2) Make reports and recommendations to the mayor and council about the needs of the city;

3) Administer and enforce all city ordinances, resolutions, franchises, leases, contracts, permits and other city decisions;

4) Appoint, supervise and remove city employees; [55]

5) Organize city departments and administrative structure;

6) Prepare and administer the annual city budget;

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[51] The city manager exercises the administrative authority delegated by the city charter and the city council. The manager and the council both exercise administrative authority. Only the council may exercise legislative authority.
[52] This gives the manager a role in policy development consistent with the 8th edition of the NCL Model Charter (2011). It makes the manager responsible for carrying out city policy adopted by council resolution or ordinance.
[53] This section adds more specific qualifications for city manager consistent with the 8th edition of the NCL Model Charter (2011).
[54] If the city wants the charter to require the manager to live in the city, the following may be added: "but must become and remain a resident of the city while manager." In the alternative, if a residency requirement is desired but is not practicable due to a housing shortage or other condition, the following may be added: "but must live within 30 miles of the city." Either requirement can be imposed more flexibly by ordinance or contract.
[55] Note that the manager appoints, supervises and removes city employees. The council appoints, supervises and removes city officers.

7) Administer city utilities and property;

8) Encourage and support regional and intergovernmental cooperation;

9) Promote cooperation among the council, staff and citizens in developing city policies and building a sense of community; [56]

10) Perform other duties as directed by the council; and

11) Delegate duties, but remain responsible for actions of all subordinates.

f) The manger has no authority over the council or over the judicial functions of the municipal judge. [57]

g) The manager and other employees designated by the council may sit at council meetings but have no vote. The manager may take part in all council discussions.

h) When the manger is temporarily disabled from acting as manager or when the office of the manager becomes vacant, the council must appoint a manager pro tem. The manager pro tem has the authority and duties of manger, except that a pro tem manager may appoint or remove employees only with council approval.

i) No council member may directly or indirectly attempt to coerce the manager or a candidate for the office of manager in the appointment or removal of any city employee, or in administrative decisions regarding city property or contracts. [58] Violation of this prohibition is grounds for removal from office by a majority of the council after a public hearing. In council meetings, councilors may discuss or suggest anything with the manager relating to city business. [59]

Section 8.2. City Attorney. The office of city attorney is established as the chief legal officer of the city government. A majority of the council must appoint and may remove the attorney. The attorney may appoint, supervise, and may remove any employees who work in and for the city attorney's office.[60]

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[56] Subsections (8) and (9) of this section add provisions that update the charter by recognizing the increasing importance of regional and intergovernmental issues, and the participatory nature of policy development. They are consistent with the 8th edition of the NCL Model Charter (2011).

[57] Municipal judges have administrative duties incidental to their judicial functions such as record keeping and accounting for certain funds. These administrative duties may be supervised by the city manager.

[58] A similar charter restriction was the basis for damages in *Still v. Benton*, 251 Or 463, 445 P2d 492 (1968). The court found that the mayor did not act within the scope of his authority in pressuring the manager to discharge the police chief. The chief was awarded punitive as well as general damages.

[59] This does not affect the ability of a council member to obtain information from the manager or other city employees. Council members also have at least as much right to public records as other members of the public under the Oregon Public Records Law, ORS 192.410 to 192.505.

[60] If a city attorney office is established by the charter, it is independent of the wishes of the council or manager. This language places office employees under the supervision of the attorney rather than the manager. The charter could establish the office and provide for appointment by the manager. If not created by charter, the city attorney office may

Section 8.3. Municipal Court and Judge.

a) A majority of the council may appoint and remove a municipal judge. A municipal judge will hold court in the city at such place as the council directs. The court will be known as the Municipal Court.

b) All proceedings of this court will conform to state laws governing justices of the peace and justice courts.

c) All areas within the city and areas outside the city as permitted by state law are within the territorial jurisdiction of the court.

d) The municipal court has jurisdiction over every offense created by city ordinance. The court may enforce forfeitures and other penalties created by such ordinances. The court also has jurisdiction under state law unless limited by city ordinance.[61]

e) The municipal judge may:

    1) Render judgments and impose sanctions on persons and property;

    2) Order the arrest of anyone accused of an offense against the city;

    3) Commit to jail or admit to bail anyone accused of a city offense;

    4) Issue and compel obedience to subpoenas;

    5) Compel witnesses to appear and testify and jurors to serve for trials before the court;

    6) Penalize contempt of court;

    7) Issue processes necessary to enforce judgments and orders of the court;

    8) Issue search warrants; and

    9) Perform other judicial and quasi-judicial functions assigned by ordinance.

f) The council may appoint and may remove municipal judges pro tem.

g) The council may transfer some or all of the functions of the municipal court to an appropriate state court.[62]

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be created by ordinance. The ordinance may provide for city attorney appointment by the council or manager. Attorney duties may be assigned by ordinance and contract.

[61] ORS 221.339 gives municipal courts jurisdiction over violations and misdemeanors committed or triable in the city. Municipal courts do not have jurisdiction over felonies or designated drug-related misdemeanors as defined in ORS 423.478. The section provides that jurisdiction over misdemeanors may be limited by city ordinance.

[62] ORS 51.035.

Section IX
PERSONNEL

Section 9.1. Compensation. The council must authorize the compensation of city officers and employees as part of its approval of the annual city budget.[63]

Section 9.2. Merit Systems. The council[64] by resolution will determine the rules governing recruitment, selection, promotion, transfer, demotion, suspension, layoff, and dismissal of city employees based on merit and fitness.[65]

Section X
PUBLIC IMPROVEMENTS

Section 10.1. Procedure. The council may by ordinance provide for procedures governing the making, altering, vacating, or abandoning of a public improvement.[66] A proposed public improvement may be suspended for six months upon remonstrance by owners of the real property to be specially assessed for the improvement. The number of owners necessary to suspend the action will be determined by ordinance.

Section 10.2. Special Assessments. The procedure for levying, collecting and enforcing special assessments for public improvements or other services charged against real property will be governed by ordinance.

Section XI
MISCELLANEOUS PROVISIONS

Section 11.1. Debt. City indebtedness may not exceed debt limits imposed by state law.[67] A charter amendment is not required to authorize city indebtedness.

Section 11.2. Ordinance Continuation. All ordinances consistent with this charter in force when it takes effect remain in effect until amended or repealed.

Section 11.3. Repeal. All charter provisions adopted before this charter takes effect are repealed.[68]

Section 11.4. Severability. The terms of this charter are severable. If any provision is held invalid

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[63] ORS 294.388(5) requires that the budget list the salary for each officer and employee. If councilors are to receive no compensation for their services to the city, the following may be added to this section: "However, no councilor may receive compensation for serving in that capacity." This prohibition does not prevent reimbursement for expenses.

[64] If there is a city manager, the manager may be substituted for the council. Rules adopted by the manager may be made subject to council approval. The council may also delegate authority to the city manager or city administrator to adopt rules.

[65] "Merit and fitness" allows wide discretion in the interpretation and application of personnel rules and practices.

[66] Few procedures applicable to cities appear in state statute. ORS 223.387 to 223.401 apply to assessments for local improvements. ORS 223.805 to 223.845 relate to city motor vehicle parking facilities. ORS 271.080 to 271.230 apply to vacation of certain public property.

[67] Bancroft bonds may not "exceed .03 of the latest true cash valuation of the city." ORS 223.295(1).

[68] It may be necessary to continue unusual charter provisions such as bond approvals, special levies or annexations.

by a court, the invalidity does not affect any other part of the charter.

Section 11.5. Time of Effect. This charter takes effect _____, 20___.

APPENDIX A

GENERAL GRANTS OF POWER

The first version of the Model Charter for Oregon Cities was published in 1947. It was drafted to confer powers on cities in general terms rather than by a detailed enumeration of specific powers. All subsequent revisions have continued this practice.

Since about 1910, a city charter has been viewed as a city constitution. For this reason, city powers have generally been stated in general, comprehensive terms. The charter should deal only with the basic, broad fundamentals of city government. The charter should be as concise as possible, and adaptable to changing conditions to avoid the need for frequent amendment.

Most Oregon cities have charters that grant authority for their activities under general grants of powers. In 1934, Huntington adopted a general powers charter quite similar to the 1947 model charter. Since then, almost all Oregon cities have adopted charters that resemble this model.

The Oregon Incorporation Act (now ORS 224.010-221.100) provides that cities without a home rule charter have comprehensive power and need no grants of specific powers.

A general grant of power allows a city to assume extraterritorial powers granted by statute and conditioned upon the existence of charter authority. ORS 225.020 authorizes a city to own and operate utilities outside city limits if its charter allows it such power. *Kassel v. City of Salem*, 34 Or. App. 739, 579 P.2d 875 (1978) construes this section and states that Salem's charter "accepts this offer [of extramural powers] in broad terms." These broad terms were more specific than the general grant of powers in the model. No city with a general grant has been challenged in its exercise of the power offered by ORS 225.020.

Constitutional Grants in General Terms

The 1906 home rule amendments to the Oregon Constitution empower "the legal voters of every city * * * to enact and amend their municipal charter, subject to the Constitution and criminal laws of the State."[a] They also empower "the qualified voters of each municipality" to exercise the powers of initiative and referendum "as to all local, special and municipal legislation of every character in or for their municipality[.]"[b] These grants of power are general in terms.

Specific Power Derived from General Grants

Courts have often held that a general grant of power confers a particular power not specified in the grant. Such specific powers include the following:

1) To regulate amusement devices.[c]

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[a] Or. Const. art. XI, sec. 2.
[b] Or. Const. art. IV, sec. 1a (1906), sec. 1(5) (1968).
[c] *Terry v. City of Portland*, 204 Or 478, 269 P2d 544 (1955); 33 Or Op Atty Gen 174 (1967).

2) To levy special assessments.[d]
3) To develop a program of free parking using tax revenues.[e]
4) To govern labor relations with public employees.[f]
5) To license certain businesses or occupations.[g]
6) To levy license taxes for revenue.[h]
7) To provide police protection.[i]
8) To control disposal of refuse.[j]
9) To regulate the storage of gasoline and kerosene.[k]
10) To control streets.[l]
11) To levy taxes in the form of licenses.[m]
12) To adopt taxes on sales and incomes.[n]
13) To supply water.[o]
14) To impose registration and license fees.[p]
15) To impose fees and regulatory requirements on telecommunications providers.[q]

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[d] *Paget v. City of Pendleton*, 219 Or 253 346 P2d 1111 (1959).

[e] *Jarvill v. City of Eugene*, 289 Or 157, 613 P2d 1 (1980), US cert den at 449 US 1013 (1980). Although the majority opinion in this case relies on a specific grant of power stemming from a 1973 amendment to the Eugene city charter, this charter has been repealed. At the court of appeals level, the majority opinion relied on the general grant of power in the 1976 revised city charter to explain the city's ability to levy taxes. "In those cases, it was held that a general grant of powers in a city charter, like that contained in the Eugene charter, carries with it the power to impose revenue taxes." 40 Or App 185, 198-99, 594 P2d 1261 (1979).

[f] *Beaverton v. International Assoc. of Firefighters*, 20 Or App 293, 531 P2d 730 (1975).

[g] *Davidson Baking Co. v. Jenkins*, 216 Or 51, 337 P2d 352 (1959).

[h] *City of Idanha v. Consumers Power, Inc.* 8 Or App 551, 495 P2d 294 (1972), aff'd, 13 Or App 431 (1973).

[i] *City of East Portland v. County of Multnomah*, 6 Or 62, 64 (1876).

[j] *Dunn v. Gray*, 238 Or 71, 392 P2d 1018 (1964); *City of Tigard v. Werner*, 15 Or App 335, 515 P2d 934 (1973).

[k] Cf. *Leathers v. City of Burns*, 251 Or 206, 444 P2d 1010 (1968).

[l] *City of East Portland v. County of Multnomah*, 6 Or 62, 64 (1876).

[m] *City of Idanha v. Consumers Power, Inc.* 8 Or App 551, 495 P2d 294 (1972), aff'd 13 Or App 431 (1973).

[n] *City of Idanha v. Consumers Power, Inc.* 8 Or App 551, 495 P2d 294 (1972), aff'd 13 Or App 431 (1973).

[o] *Paget v. City of Pendleton*, 219 Or 253, 346 P2d 1111 (1959).

[p] *AT & T Communications v. City of Eugene*, 177 Or App 379 (2001), *rev den*, 334 Or 491 (2002). The court held that a general power charter gave the city power to impose registration and license fees. The court relied on *Multnomah Kennel Club v. Department of Revenue*, 295 Or 279 (1983), a case that involved a general power county home rule charter that provided authority to impose a business income tax.

[q] *Sprint Spectrum v. City of Eugene*, 177 Or App 417 (2001), *rev den*, 334 Or 491 (2002). The court found that home rule authority includes the taxation of businesses that conduct business within city boundaries.

APPENDIX B

PROVISIONS NOT INCLUDED IN THE MODEL CHARTER

This model charter omits many provisions contained in city charters granted by the Oregon Legislature prior to 1906, and charters adopted soon after the 1906 home rule amendments took effect. A general grant of powers replaced specific grants of authority. Subjects and procedures covered by state statutes are generally no longer included in charters. The model charter also omits provisions better left to adoption by ordinance.

Annexation Procedure

An Oregon city may not assume extramural power under its home rule charter unless authorized by state statute.[86] City power under the home rule amendments is only intramural in character.[87] A city may only exercise extramural power delegated by the Legislature.[88] A home rule charter may provide a procedure for the intramural aspects of annexation, such as the manner of acceptance of the annexation by the city. The model charter contains no provision relating to annexation of territory to a city because state statutes control annexation procedures.

Elections

Elections in Oregon are generally under the control of the Secretary of State. The conduct of elections is governed by ORS chapter 254. Many duties relating to the conduct of elections are delegated to county clerks. Time of elections, wording of ballot titles, printing of ballots and fixing of precinct boundaries are examples of matters governed by state law. City initiative and referendum requirements and process are found in ORS Chapter 250. Therefore, the model charter contains no sections relating to elections in general. Sections 7.2 and 7.5 do authorize the council to govern certain election matters by ordinance.

Subjects Covered by State Law

This model charter contains no provisions on several other subjects covered by state law:

Budgeting.....ORS 294.305 to 294.565
Public contracts.....ORS Chapters 279A, 279B and 279C
Assessments bonding and lien enforcement...ORS 223.205 to 223.295 and 223.505 to 223.650
Tort liability.....ORS 30.260 to 30.300

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[86] *Thurber v. Henderson*, 63 Or 410, 415-16, 128 P 43 (1912); *State ex rel Mullins v. Port of Astoria*, 79 Or 1, 19-20, 154 P 399 (1916); *Morsman v. City of Madras*, 203 Or App 546 (2006) (holding that the state has the authority to decide whether residents of an area subject to annexation get to vote on the annexation); and *Costco Wholesale Corp. v. City of Beaverton*, 343 Or 18, 25 (2007) (stating that cities lack "inherent home-rule authority to impose * * * obligations on those outside their borders.").

[87] *Kiernan v. City of Portland*, 57 Or 454, 464, 111 P379, 112 P 402 (1910); *State ex rel Mullins v. Port of Astoria*, 79 Or 1, 18-19, 154 P 399 (1916); *Curtis v. Tillamook City*, 88 Or 443, 454-55, 171 P574, 172 P 122 (1918).

[88] *Couch v. Marvin*, 67 Or 341, 136 P 6 (1913); *McBee v. Town of Springfield*, 58 Pr 459, 114 P 637 (1911); *Landess v. City Cottage Grove*, 64 Or 155, 129 P 537 (1913).

Debt limitations.....ORS 223.295
Ethics.....ORS Chapter 244
Public meetings and records.....ORS 192.410 to 192.710
Land use planning and regulation.....ORS Chapters 92, 197, 197A and 227
Street vacation.....ORS 271.080 to 271.230
Condemnation..... ORS Chapter 35; 223.005 to 223.105, 226.310 to 226.380 and 227.300.
Collective bargaining.....ORS 243.650 to 243.782
Public Employee's Retirement System.....ORS Chapter 238 and 238A

Other Subjects

The model charter contains no provisions on a number of other subjects that may be covered as well or better by ordinance. Such subjects include council rules, personnel rules, procedures for local improvements, levying and collecting special assessments and city commissions and committees.

Municipal Judge as Ex Officio Justice of the Peace

Some Oregon charters enacted as special legislative acts prior to 1906 provide that the municipal judge has the jurisdiction and authority of an ex officio justice of the peace. This model charter contains no such provision. A home rule charter may not grant such authority to a municipal judge; such authority may only be granted by state statute.

The decision in *In re Application of Boalt*[89] suggests that once a municipal judge is given the jurisdiction and authority of an ex officio justice of the peace by a special legislative act, it continues regardless of a subsequent home rule charter. It may be withdrawn by the Legislature. A city in this situation may retain its charter provisions conferring jurisdiction and authority of an ex officio justice of the peace on its municipal judge by enacting its new charter as an amendment to its former legislative charter. A municipal judge may continue to exercise this authority under this Supreme Court decision.

[89] 123 Or 1, 260 P 1004 (1927).

City Council Action Item Cover Sheet

DATE: February 6, 2019

Agenda Item:

Ordinance 355

Question Before Council:

Consideration & Discussion of Ordinance 355

Person/Group Initiating Request:

Council

Item Summary/Background:

The Council requested that this ordinance come to a work session to further craft language.

After discussion, the Council can provide direction to the City Manager to come back with a revised red-line ordinance for additional discussion or direct the City Manager to provide a clean version to Council for adoption.

CITY OF YACHATS
ORDINANCE NO. 355

AN ORDINANCE AMENDING THE YACHATS MUNICIPAL CODE CHAPTER 3.10 ~~CAPITAL IMPROVEMENT PLANNING AND PLANNING SUB-COMMITTEE~~

WHEREAS, the procedure used to develop the Capital Improvement Plan has become a function of the Finance Committee; and

NOW THEREFORE, the City of Yachats ordains that Chapter 3.10 – Capital Improvement Planning ~~and Planning Sub-Committee~~ shall be amended to read as follows:

Chapter 3.10 ~~– Finance Committee and~~ Capital Improvement Planning ~~And Planning Sub-Committee~~

Sections:

3.10.010 Membership
3.10.020 Powers and Duties
3.10.030 Capital Improvement Program - Annual Report to City Council
3.10.040 Capital Improvement Program - Adoption and Appropriations
3.10.050 Capital Improvement Program - Public Report

Section 3.10.010 Membership

The City Council shall establish and appoint a Finance Committee which shall also serve as the Capital Improvement Planning Committee (CIP Committee). ~~The Chair of the Finance Committee shall also serve as the Chair of the CIP Sub-Committee.~~ The Finance Committee shall include, at least seven (7) members, one representative from the Public Works & Streets Commission, Planning Commission, Parks & Commons Commission, Library Commission, Budget Committee, City Council, and the City Manager's Office.

The City Manager's Office Finance Committee Representative shall serve as the Chair of the committee and will be a voting member. The representatives shall be appointed from their respective Commissions. Citizen membership is strongly encouraged. The Finance Committee shall appoint citizen members. Members can be removed from the Committee by City Council for cause.

(Ord. 248, Add, 12/10/2004, Add 1/16/2019)

Section 3.10.020 Powers and Duties

The ~~Sub-committee~~Finance Committee, at public meetings, shall:

1) Provide financial expertise in recommendations to the City Council and Commissions for utility rate studies, property tax decisions, changes in other taxes, and studies or recommendations for other sources of revenue and financial agreements;
2) Provide a long term horizon for fund balance projections (3-5 years);
3) Provide a "state of the City" financial report to the City Council – This would be a snapshot of how the financial long term picture looks given certain assumptions.
4) Assist the City Manager on special projects like:
    a. Review and recommend changes to the City budget document
    b. Review and comment on the CIP document and process

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c. Advise if development paying their fair share of the infrastructure and operational costs
d. Advise how can the City organize / present information to improve decision making

5) ~~,~~Study proposed capital projects and improvements involving major non-recurring tangible assets and projects which:

a. ~~1)~~ are purchased or undertaken at intervals of not less than five years;
b. ~~2)~~ have a useful life of at least five years; and 3) cost over $5,000.

6) Other projects assigned by the City Council

Each year, commission chairs, boards, and department heads, shall submit capital project requests to the ~~sub-committee~~Finance Committee including information for all anticipated projects requiring Council action during the ensuing ~~six~~ five to ten years. Submissions shall be on the proscribed forms provided by the City's budget officer. The ~~Sub-committee~~Finance Committee shall consider the relative need, impact, timing and cost of these expenditures and the effect each will have on the financial position of the city. ~~No appropriation shall be voted for a capital improvement requested by a department, board or commission unless the proposed capital improvement is considered in the Sub-committee's report or the Sub-committee shall first have submitted a report to the City council explaining the omission.~~
(Ord. 248, Add, 12/10/2004 Add 1/16/2019)

Section 3.10.030 Capital Improvement Program - Annual Report to City Council

The ~~Sub-committee~~Finance Committee shall prepare an annual report recommending a Capital Improvement Budget for the next fiscal year, and a Capital Improvement Program ~~including~~ including recommended capital improvements for the following five fiscal years. The report shall be submitted to the City Council for its consideration and approval. ~~The first year amounts shall be included in the proposed budget for the next year.~~The first year amounts shall be included in the proposed budget for the next year for consideration by the Budget Committee.
(Ord. 248, Add, 12/10/2004 Add 1/16/2019)

Section 3.10.040 Capital Improvement Program - Adoption and Appropriations

~~Such Capital Improvement Program~~Adoption of the City's budget, ~~after its adoption,~~ shall permit the expenditure on Capital Improvement pProjects included therein of sums from departmental budgets for surveys, architectural or engineering advice, options or appraisals and the like; but no such expenditure shall be incurred on projects which have not been so approved by the city through the appropriation of sums in the current year or in prior years, or for preliminary planning for projects to be undertaken more than five years in the future.
(Ord. 248, Add, 12/10/2004 Add 1/16/2019)

Section 3.10.050 Capital Improvement Program - Public Report

The ~~Sub-committee's~~Finance Committee's report and the City Council's recommended Capital Budget shall be published and made available to the public. The ~~Sub-committee~~Finance Committee shall deposit its original report with the City ~~Recorder~~Manager's Office.
(Ord. 248, Add, 12/10/2004 Add 1/16/2019)

PASSED AND ADOPTED by the City Council of the City of Yachats on this _____day of _____.

Ayes:_____ Nays:_____ Abstentions:_____ Absent:_____

APPROVED by the Mayor this ____ day of _____.

Attest:

_____ _____

W. John Moore, Mayor Shannon Beaucaire, City ~~Recorder~~Manager

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City Council Action Item Cover Sheet

DATE: February 6, 2019

Agenda Item:

Resolution No. 2019-55

Question Before Council:

Council to approve Res. 2019-55

Person/Group Initiating Request:

Council

Item Summary/Background:

Memorializing Mayor Moore to be the Council's Representative on the Finance Committee

CITY OF YACHATS
RESOLUTION NO. 2019-55
A RESOLUTION APPOINTNG A COUNCIL MEMBER TO THE FINANCE COMMITTEE

The City of Yachats Resolves as follows:

WHEREAS, The City Council discussed the appointment of W. John Moore, Mayor to serve on the Finance Committee and act as the Council's Representative, and

WHEREAS, The City Council discussed the recommendation at the January 16, 2019 meeting;

NOW THEREFORE, the City of Yachats resolves that W. John Moore is appointment to the Finance committee.

This Resolution is memorializing an action taken by City Council at the January 16, 2019 meeting and was effective as of that date.

_____
W. JOHN MOORE, Mayor

Attest by:

_____
SHANNON BEAUCAIRE, City Manager

City Council Action Item Cover Sheet

DATE: February 6, 2019

Agenda Item:

Resolution 2019-57
Membership for Loren Dickinson for Planning Commission; and Craig Berdie for Parks & Commons Commission

Question Before Council:

To approve Resolution 2019-57

Person/Group Initiating Request:

Planning Commission & Parks & Commons Commission

Item Summary/Background:

Application for Loren Dickinson and Craig Berdie

CITY OF YACHATS

RESOLUTION NO. 2019-57

WHEREAS, The Planning Commission and Parks & Commons Commission made recommendations to the City Council concerning the appointment of members to serve on the Committee, and

WHEREAS, The City Council discussed the recommendation at the February 6, 2019 meeting;

NOW THEREFORE, the City of Yachats resolves that the following appointments are made:

- Planning Commission –
  - Loren Dickinson appointed to Seat A

- Parks & Commons Commission
  - Craig Berdie appointed to Seat C

Passed and adopted February 6, 2019. This Resolution is effective upon adoption.

Attest:

W John Moore, Mayor

Shannon Beaucaire, City Manager

CITY OF YACHATS
Volunteer Agreement and Signature

RECEIVED
DEC 21 2018
CITY OF YACHATS

City of Yachats, PO Box 345, (441 Hwy 101N), Yachats OR 97498
541-547-3565 office 541-547-3063 fax www.yachatsoregon.org

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

Name	Loren Dickinson	Daytime Phone	541-547-4559
Address	333 Jennifer Dr.	Evening Phone	541-743-3701 (cell)
City/Zip	Yachats, OR 97498	Email	lorendickinson@gmail.com

VOLUNTEER ACTIVITY
Please describe the type of volunteer work you are interested in performing, or activity/event you wish to volunteer for.

Planning Commission

Please list the date(s) or range of dates for which you would like to volunteer ("Any time" can be a stated date range).

n/a

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

Name	Address	Phone Number	Relationship/Years Known
Christine Orchard	300 Jennifer Dr. Yachats	541-547-5474	Friend 10 yrs +
Craig Berdie	319 3rd St. Yachats	612-597-5246	" 4 yrs +

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

Name	Phone Number	Relationship
Sherry Dickinson	541-222-9888	Spouse

(Please be sure to fill out the page on the back)

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citycounty insurance services
www.cisoregon.org

Volunteer Agreement and Signature – Page 2

I understand and agree to the following:

- I will keep all issues pertaining to city business confidential.
- I may be subject to background and motor vehicle record checks.
- I will adhere by OR-OSHA safety standards and training I am provided.
- I have read and understand the Volunteer Policy.

I hereby certify that the facts set forth in this volunteer registration are true to the best of my knowledge. I agree that if the information given in my registration, resume, or any other materials, or during any interview, is found to be false in any way, it shall be considered sufficient cause for denial of volunteer status. I understand that CITY OF YACHATS is not obligated to appoint me to a volunteer position and that nothing contained in the volunteer registration form is intended to create a contract between CITY OF YACHATS and me. In addition to the above items, I agree to comply with the policies, rules, regulations, and procedures of CITY OF YACHATS, which I understand may change at any time and I understand that my volunteer status can be terminated with or without cause or notice, at any time, at the option of either me or CITY OF YACHATS.

Signature: _____ **Date:** 12/20/2018

STATEMENT OF INTEREST OR RELATED EXPERIENCE

(Please provide a short narrative about why you chose to apply for this particular committee or commission).

Practicing architect - 1968 to current. Owned architectural practice from 1972 to 2009 (retired, but maintaining registrations. During that period, interacted with municipal boards and planning commissions in multiple states.

REQUIRED FOR ALL MINORS:

PARENT OR GUARDIAN'S AUTHORIZATION FOR MEDICAL CARE AND CONSENT TO AGREEMENT

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

Signature: _____ **Date:** _____

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CITY OF YACHATS
Volunteer Agreement and Signature

RECEIVED
DEC 14 2018
CITY OF YACHATS

City of Yachats, PO Box 345, (441 Hwy 101N), Yachats OR 97498
541-547-3565 office 541-547-3063 fax www.yachatsoregon.org

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

Name	Craig Berdie	Daytime Phone	612.597.5246
Address	P.O. Box 1047 (319 E. 3rd St.)	Evening Phone	612.597.5246
City/Zip	Yachats, OR 97498	Email	cberdie@gmail.com

VOLUNTEER ACTIVITY
Please describe the type of volunteer work you are interested in performing, or activity/event you wish to volunteer for.

Parks and Commons Commision

Please list the date(s) or range of dates for which you would like to volunteer ("Any time" can be a stated date range).
1/1/2019 – 12/31/2020

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

Name	Address	Phone Number	Relationship/Years Known
Loren Dickenson	333 Jennifer Drive	541.743.3701	3 years
Shelly Shrock	121 Greenhill Drive	541.272.0055	3 years

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

Name	Phone Number	Relationship
Sharon Christensen	651-983-4995	Wife
Ian Berdie	503-8106207	Son

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Volunteer Agreement and Signature – Page 2

I understand and agree to the following:

- I will keep all issues pertaining to city business confidential.
- I may be subject to background and motor vehicle record checks.
- I will adhere by OR-OSHA safety standards and training I am provided.
- I have read and understand the Volunteer Policy.

I hereby certify that the facts set forth in this volunteer registration are true to the best of my knowledge. I agree that if the information given in my registration, resume, or any other materials, or during any interview, is found to be false in any way, it shall be considered sufficient cause for denial of volunteer status. I understand that CITY OF YACHATS is not obligated to appoint me to a volunteer position and that nothing contained in the volunteer registration form is intended to create a contract between CITY OF YACHATS and me. In addition to the above items, I agree to comply with the policies, rules, regulations, and procedures of CITY OF YACHATS, which I understand may change at any time and I understand that my volunteer status can be terminated with or without cause or notice, at any time, at the option of either me or CITY OF YACHATS.

Signature: _____ **Date:** 12/14/2019

STATEMENT OF INTEREST OR RELATED EXPERIENCE

(Please provide a short narrative about why you chose to apply for this particular committee or commission).

I am applying for Parks and Commons Commission. I am passionate about the wonderful trails and parks in Yachats. I am a dedicated volunteer with the trails crew and lead docent at Gerdemann Garden where I assist with plant care, pruning and trail maintenance. I believe my knowledge of city government and processes will be an asset in providing insight into decisions regarding the Commons. My problem solving and group processes skills will help me synthesize the many voices providing input into Commons policy.

REQUIRED FOR ALL MINORS:

PARENT OR GUARDIAN'S AUTHORIZATION FOR MEDICAL CARE AND CONSENT TO AGREEMENT

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

Signature: _____ **Date:** _____

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City Council Action Item Cover Sheet

DATE: February 6, 2019

Agenda Item:

OCWCOG Intergovernmental Agreement (IGA) for Planning

Question Before Council:

Consideration of IGA

Person/Group Initiating Request:

City Manager

Item Summary/Background:

As a member of OCWCOG, the City Manager met with the Community and Economic Development Director on Thursday, January 17. The City Manager & Director discussed some of the offerings OCWCOG could provide; such as, code review, ordinance drafting, meeting facilitation, and signage plans. The City Manager believes it would be useful to share resources for the City and have the potential to supplement existing resources. The Director stated that they are trying to enter into general IGA's with Cities. With a general IGA in place, if we need them, we can call upon them and they can start work. If we don't need them, then the IGA is never implemented.

Upon discussion, the City Manager recommends Council consider moving to direct the City Manager to engage OCWCOG to enter into a general IGA.

CITY OF YACHATS

RESOLUTION NO. 2019-58

WHEREAS, ORS Chapter 190 authorizes local governments to enter into intergovernmental agreements for the performance of their legal functions; and

WHEREAS, this agreement shall be for the purpose of providing general planning services to the City of Yachats on an as needed basis to address the demand for land use, code review, comprehensive plan updates, property development, Lincoln County permitting, GIS and similar planning efforts; and

WHEREAS, the parties agree that they have the authority to execute this Cooperative Intergovernmental Agreement pursuant to ORS 190.010; and

WHEREAS, the City Council discussed the document and authorized the City Manager to sign on behalf of the City:

NOW THEREFORE, the City of Yachats resolves

The City Manager is authorized to sign the Intergovernmental Agreement with Oregon Cascades West Council of Governments (OCWCOG) on behalf of the City of Yachats; a copy of which is attached and marked as "Exhibit A".

This Resolution is effective as of February 6, 2019.

Attest:

W. John Moore, Mayor

Shannon Beaucaire, City Manager

OREGON CASCADES WEST
Council of Governments

Community and Economic Development

1400 Queen Avenue SE, Suite 205 • Albany, Oregon 97322
(541) 967-8551 • FAX (541) 967-4651 • TTY/TDD 711

Planning Services - 2019

The Oregon Cascades West Council of Government's Community and Economic Development Department provides a variety of planning services, including, but is not limited to, the following:

Current Planning Services
Application processing; code and regulatory review; staff report preparation; and presentations to councils and commissions.

Long-Range Planning Services
Comprehensive plan updates and amendments, zoning code amendments, urban growth boundary adjustments, transportation system plans, wayfinding and signage plans, parks and recreation master plans, public meeting facilitation, and scenario planning.

Mapping and Database Management
Geographic Information System (GIS) database development, database management and hosting, mapping services, and spatial analysis.

Technical Assistance & Consultation
Grant writing, grant application review, regional coordination, research, policy review and drafting, and ordinance drafting.

Community Outreach & Engagement
Survey drafting and implementation, public outreach, public meeting facilitation, and workshop facilitation.

Disaster and Resilience Planning
Disaster and mitigation planning, resilience and recovery planning, business continuity and preparation, and natural hazard mitigation plans.

If you would like more information regarding Oregon Cascades West Council of Governments Planning Services, please contact Phil Warnock, Community and Economic Development Director, at pwarnock@ocwcog.org or (541) 924-8474.

INTERGOVERNMENTAL AGREEMENT
Between
City of Yachats
and
Oregon Cascades West Council of Governments
For
Planning Services

This Agreement is made and entered into upon execution by and between City of Yachats, a municipal corporation of the State of Oregon, hereinafter known as CITY, and Oregon Cascades West Council of Governments, hereinafter known as OCWCOG, Oregon 190.010 intergovernmental agencies.

Recitals

A. CITY permits units of local government agencies to enter into agreements for the performance of required duties or the exercise of permitted powers.

B. CITY has the need of Planning and GIS Services

C. OCWCOG has staff with the proper credentials, licensing and experience to provide such service.

THEREFORE, the parties to this intergovernmental agreement agree to the following terms and conditions:

Agreement

SECTION 1. SCOPE OF SERVICES

This agreement shall be for the purpose of providing general planning services to the CITY on an as needed basis to address the demand for land use, code review, comprehensive plan updates, property development, Lincoln County permitting, GIS and similar planning efforts. [Work Plan can be added as an Exhibit]

SECTION 2. CITY RESPONSIBIILTY

A. CITY will provide access to records and planning documents relevant to work requested.

B. CITY shall prioritize and communicate planning activities to OCWCOG; provide direction as tasks are completed for any follow-up activities.

C. CITY shall provide workspace and equipment for onsite performance of planning activities as requested.

D. CITY shall pay OCWCOG within thirty (30) days after receiving OCWCOG's quarterly invoice.

SECTION 3. OCWCOG RESPONSIBIILTY

A. OCWCOG will respond to CITY requests of planning services in a timely manner.

B. OCWCOG will assist the City Administrator or designated staff in identifying areas of need.

C. OCWCOG will provide consistent onsite staffing during hours negotiated with the CITY and additional planning support hours from the OCWCOG offices.

D. OCWCOG shall track time spent on planning tasks and bill corresponding tasks with brief description of the work accomplished.

SECTION 4. PROVISIONS

A. Contract Period: This agreement shall be effective on February 1, 2018 and shall terminate on June 30, 2021, unless this agreement is hereafter modified in writing.

B. Payment: OCWCOG will submit a quarterly invoice to the CITY for work outlined in the Scope of Work. The quarterly not-to-exceed amount is $3,000.00. Compensation shall be paid within thirty days of completion of deliverables.

Requests for work not described above can be accommodated at a rate of $2019 Rates TBD per hour. Compensation shall be paid for actual time and materials. Authorization by the CITY for additional work will be communicated in writing. Requests for services will be made to: Phil Warnock, CED Director.

C. Termination: This agreement may be terminated by either party. Suspension in whole or in part of this agreement by either party will require thirty (30) days written notice to the other party. In the event of termination, CITY shall compensate OCWCOG for all services provided through the date of termination.

D. Assignability: This contract is for the exclusive benefits of the parties hereto. It shall not be assigned, transferred, or pledged by either party without the prior written consent of all the remaining parties.

E. Discrimination: The parties agree to comply with all applicable federal, state, and local laws, rules, and regulations on nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, disability, sexual orientation, gender identity or source of income.

F. Indemnification: To the extent possible under the limits of the Oregon Tort Claims Act for local governments, CITY and OCWCOG shall hold each other harmless, indemnify and defend each other's officers, agents and employees from any and all liability, actions, claims, losses, damages or other costs that may be asserted by any person or entity arising

from, during, or in connection with the performance of the worked described in this agreement, except liability arising out of the sole negligence of either party or its employees. Such indemnification shall also cover claims brought against either party under state or federal workers compensation laws. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification.

G. Public Contracts: All parties shall comply with all federal, state and local laws, ordinances and regulations applicable to the work under this agreement, including, without limitation, the applicable provisions of ORS chapters 279A, B and C, particularly 279B.220-279B.235, as amended.

H. Personal Identifying Information: OCWCOG agrees to safeguard personal identifying information in compliance with Oregon Revised Statutes ORS 646A.600, the Oregon Consumer Theft Protection Act and the Fair and Accurate Credit Transaction Act Provisions of the Federal Fair Credit Reporting Act. In the event of any inadvertent disclosure or release of information protected by any of these provisions, OCWCOG shall immediately notify CITY and shall hold harmless, defend and indemnify CITY for any costs related to notification, mitigation or remediation required by the disclosure by CITY.

I. Waiver: Waiver of any breach of any provision of this agreement by either party shall not operate as a waiver of any subsequent breach of this same or any other provision of this agreement.

J. Dispute Resolution: Unless otherwise provided in this Agreement, all claims, counterclaims, disputes and other matters in questions between CITY and OCWCOG arising out of, or relating to this Agreement or the breach of it will be decided, if the parties mutually agree, by mediation, or if they fail to agree, by arbitration. Arbitration will be conducted according to rules and procedures set out by the Arbitration Service of Portland, or as otherwise agreed by the parties.

K. Workers Compensation: All employers, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Recipient shall require and ensure that each of its subcontractors complies with these requirements.

L. Severability: If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

M. Amendments: Any amendment to this agreement shall be in writing and signed by authorized representatives of both parties. There are no understanding, agreements or representations, oral or written, regarding this agreement except as specified or referenced herein.

DRAFT

Signed:

Fred Abousleman
Executive Director
Oregon Cascades West
Council of Governments
1400 Queen Ave SE Ste 201
Albany, OR 97322

Date: _____

Shannon Beaucaire
City Manager
City of Yachats
PO Box 345
Yachats, OR 97498

Date: _____

DRAFT

City Council Action Item Cover Sheet

DATE: February 6, 2019

Agenda Item:

OCWCOG Intergovernmental Agreement (IGA) for Financial Services

Question Before Council:

Consideration of IGA

Person/Group Initiating Request:

City Manager

Item Summary/Background:

Judy Richter resigned from the city February 1, 2019 for a fantastic opportunity for her. As a member of OCWCOG, we can receive financial services through the attached IGA. This allows the City to maintain financial services while determining the best route to for the city's future. The monthly amount proposed is at a cost savings of the current position.

Upon discussion, the City Manager recommends Council move to direct the City Manager to sign the OCWCOG IGA for financial services.

CITY OF YACHATS

RESOLUTION NO. 2019-59

WHEREAS, ORS Chapter 190 authorizes local governments to enter into intergovernmental agreements for the performance of their legal functions; and

WHEREAS, this agreement shall be for the purpose of OCWCOG finance staff to provide financial services to the City of Yachats; and

WHEREAS, the parties agree that they have the authority to execute this Cooperative Intergovernmental Agreement pursuant to ORS 190.010; and

WHEREAS, the City Council discussed the document and authorized the City Manager to sign on behalf of the City:

NOW THEREFORE, the City of Yachats resolves

The City Manager is authorized to sign the Intergovernmental Agreement with Oregon Cascades West Council of Governments (OCWCOG) on behalf of the City of Yachats; a copy of which is attached and marked as "Exhibit A".

This Resolution is effective as of February 6, 2019.

Attest:

W. John Moore, Mayor

Shannon Beaucaire, City Manager

INTERGOVERNMENTAL AGREEMENT
Between
OREGON CASCADES WEST COUNCIL OF GOVERNMENTS (OCWCOG)
and
CITY OF YACHATS, OREGON (CITY)
For
FINANCIAL SERVICES

This Agreement is made and entered into upon execution by and between City of Yachats, Oregon, a municipal corporation of the State of Oregon, hereinafter known as CITY, and Oregon Cascades West Council of Governments, hereinafter known as OCWCOG, Oregon 190.010 intergovernmental agencies.

Recitals

A. ORS 190.010 permits units of local government agencies to enter into agreements for the performance of required duties or the exercise of permitted powers.

B. CITY has the need of the services of Financial Services.

C. OCWCOG has staff with the proper credentials, licensing and experience to provide such service.

THEREFORE, the parties to this intergovernmental agreement agree to the following terms and conditions:

Agreement

SECTION 1. SCOPE OF SERVICES

This Agreement shall be for the purpose of OCWCOG finance staff to provide financial services to the City of Yachats. These services are outline in the responsibility sections below and a more defined list in Attachment A.

SECTION 2. OCWCOG RESPONSIBIILTY

1. Have OCWCOG Finance Department staff available to complete the financial daily operations of the CITY. OCWCOG staff will be on site at a minimum two (2) business days a week and as needed for urgent items. There may be times OCWCOG staff will not be on site but working remotely due to scheduling restrictions, however will be completing the required work for the CITY. It is also understood that this work will require access and understanding of the financial software utilized by the CITY.

2. Indicate specified requirements, approve anticipated schedules and activities (in coordination with OCWCOG) to maintain financial capacity for the CITY.

3. Coordinate necessary dates and timelines as related to financial services, reporting and other requirements.

4. Allow remote and on site access to CITY's accounting software and records with the full understanding that confidentiality and respect regarding the information will be exercised by OCWCOG staff.

5. It is also understood that this work will require access and understanding of the financial software utilized by the CITY.

6. Provide a safe work environment for OCWCOG staff to complete work on site.

7. Pay for services rendered for the contract period.

SECTION 4. PROVISIONS

A. Contract Period: This agreement shall be effective on February 1, 2019 and shall terminate on January 31, 2021, unless this agreement is hereafter modified in writing.

B. Payment: The parties agree that the work involved under this agreement requires OCWCOG to allocate substantial time and resources at the beginning of the process. CITY agrees to pay OCWCOG for time, travel and lodging for the period of this contract.

Starting February 1, 2019, CITY agrees to pay OCWCOG the sum of $6,500.00 monthly, all mileage expense and all lodging cost. OCWCOG to provide monthly invoice at the beginning of each month, due within 30 days.

C. Termination: This agreement may be terminated by either party. Suspension in whole or in part of this agreement by either party will require sixty (60) days written notice to the other party. In the event of termination, CITY shall compensate OCWCOG for all services provided through the date of termination.

D. Assignability: This contract is for the exclusive benefits of the parties hereto. It shall not be assigned, transferred, or pledged by either party without the prior written consent of all the remaining parties.

E. Discrimination: The parties agree to comply with all applicable federal, state, and local laws, rules, and regulations on nondiscrimination in employment

workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Recipient shall require and ensure that each of its subcontractors complies with these requirements.

L. Severability: If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

M. Agreement in Full & Amendments: This writing and the attached exhibits constitute the entire and final contract between the parties. No modification of this agreement shall be effective unless and until it is made in writing and signed by both parties. Initial Here _____

Signed:

Fred Abousleman Executive Director Oregon Cascades West Council of Governments 1400 Queen Ave SE Ste. 201 Albany, OR. 97322	Shannon Beaucaire City Manager City of Yachats PO Box 345 Yachats, OR. 97498
Date: _____	Date: _____

City Council Action Item Cover Sheet

DATE: February 6, 2019

Agenda Item:

OCWCOG Intergovernmental Agreement (IGA) for Financial Services

Question Before Council:

Consideration of IGA

Person/Group Initiating Request:

City Manager

Item Summary/Background:

Judy Richter resigned from the city February 1, 2019 for a fantastic opportunity for her. As a member of OCWCOG, we can receive financial services through the attached IGA. This allows the City to maintain financial services while determining the best route to for the city's future. The monthly amount proposed is at a cost savings of the current position.

Upon discussion, the City Manager recommends Council move to direct the City Manager to sign the OCWCOG IGA for financial services.

CITY OF YACHATS

RESOLUTION NO. 2019-59

WHEREAS, ORS Chapter 190 authorizes local governments to enter into intergovernmental agreements for the performance of their legal functions; and

WHEREAS, this agreement shall be for the purpose of OCWCOG finance staff to provide financial services to the City of Yachats; and

WHEREAS, the parties agree that they have the authority to execute this Cooperative Intergovernmental Agreement pursuant to ORS 190.010; and

WHEREAS, the City Council discussed the document and authorized the City Manager to sign on behalf of the City:

NOW THEREFORE, the City of Yachats resolves

The City Manager is authorized to sign the Intergovernmental Agreement with Oregon Cascades West Council of Governments (OCWCOG) on behalf of the City of Yachats; a copy of which is attached and marked as "Exhibit A".

This Resolution is effective as of February 6, 2019.

Attest:

W. John Moore, Mayor

Shannon Beaucaire, City Manager

INTERGOVERNMENTAL AGREEMENT
Between
OREGON CASCADES WEST COUNCIL OF GOVERNMENTS (OCWCOG)
and
CITY OF YACHATS, OREGON (CITY)
For
FINANCIAL SERVICES

This Agreement is made and entered into upon execution by and between City of Yachats, Oregon, a municipal corporation of the State of Oregon, hereinafter known as CITY, and Oregon Cascades West Council of Governments, hereinafter known as OCWCOG, Oregon 190.010 intergovernmental agencies.

Recitals

A. ORS 190.010 permits units of local government agencies to enter into agreements for the performance of required duties or the exercise of permitted powers.

B. CITY has the need of the services of Financial Services.

C. OCWCOG has staff with the proper credentials, licensing and experience to provide such service.

THEREFORE, the parties to this intergovernmental agreement agree to the following terms and conditions:

Agreement

SECTION 1. SCOPE OF SERVICES

This Agreement shall be for the purpose of OCWCOG finance staff to provide financial services to the City of Yachats. These services are outline in the responsibility sections below and a more defined list in Attachment A.

SECTION 2. OCWCOG RESPONSIBIILTY

1. Have OCWCOG Finance Department staff available to complete the financial daily operations of the CITY. OCWCOG staff will be on site at a minimum two (2) business days a week and as needed for urgent items. There may be times OCWCOG staff will not be on site but working remotely due to scheduling restrictions, however will be completing the required work for the CITY. It is also understood that this work will require access and understanding of the financial software utilized by the CITY.

2. OCWCOG will provide high level support from the Finance Management staff at a .20 FTE monthly.

3. OCWCOG staff shall ensure that all Governmental Accounting Standards, Generally Accepted Accounting Procedures, as well as compliance with local laws regarding public expenditures including Budget Law, Purchasing Requirements and Reporting Requirements, will be met and adhered to during the contract period.

4. The Finance Director and Finance Manager will assist with the annual budget process for the CITY if requested. The assistance will consist of providing budget templates, personnel projections, consultation with Department Heads, attending budget meetings, compiling all the data in an approved format and completing all required reports and filings. These items will be billed based on additional FTE requirements.

5. Assist CITY with Bargaining Agreement as requested.

6. Facilitate any conversations and understanding of financial requirements to elected officials and CITY staff as requested.

7. Provide assistance with all aspects of financial service, including but not limited to payroll and all associated payroll activities, accounts payable, cash receipts, accounts receivables, records retention, filing and any other accounting functions requested.

8. Facilitate any conversations with CITY's software provider, PERS, Financial Institutions, and/or the CITY's auditors as required to complete the requested work.

9. Provide assistance to CITY staff regarding questions and/or concerns related to reimbursement.

10. OCWCOG will comply with the Scope of Services, provide financial oversight and specific services to maintain monthly financial reporting, payroll reports, adequate documentation for audit purposes and to maintain internal controls to comply with the policies and procedures of the CITY.

SECTION 3. CITY RESPONSIBIILTY

1. Provide a space within a professional office to complete all required work. This space must include, but not limited to a desk, chair, computer and supplies necessary to complete work assignments.

2. Indicate specified requirements, approve anticipated schedules and activities (in coordination with OCWCOG) to maintain financial capacity for the CITY.

3. Coordinate necessary dates and timelines as related to financial services, reporting and other requirements.

4. Allow remote and on site access to CITY's accounting software and records with the full understanding that confidentiality and respect regarding the information will be exercised by OCWCOG staff.

5. It is also understood that this work will require access and understanding of the financial software utilized by the CITY.

6. Provide a safe work environment for OCWCOG staff to complete work on site.

7. Pay for services rendered for the contract period.

SECTION 4. PROVISIONS

A. Contract Period: This agreement shall be effective on February 1, 2019 and shall terminate on January 31, 2021, unless this agreement is hereafter modified in writing.

B. Payment: The parties agree that the work involved under this agreement requires OCWCOG to allocate substantial time and resources at the beginning of the process. CITY agrees to pay OCWCOG for time, travel and lodging for the period of this contract.

Starting February 1, 2019, CITY agrees to pay OCWCOG the sum of $6,500.00 monthly, all mileage expense and all lodging cost. OCWCOG to provide monthly invoice at the beginning of each month, due within 30 days.

C. Termination: This agreement may be terminated by either party. Suspension in whole or in part of this agreement by either party will require sixty (60) days written notice to the other party. In the event of termination, CITY shall compensate OCWCOG for all services provided through the date of termination.

D. Assignability: This contract is for the exclusive benefits of the parties hereto. It shall not be assigned, transferred, or pledged by either party without the prior written consent of all the remaining parties.

E. Discrimination: The parties agree to comply with all applicable federal, state, and local laws, rules, and regulations on nondiscrimination in employment

because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, disability, sexual orientation, gender identity or source of income.

F. Indemnification: To the extent possible under the limits of the Oregon Tort Claims Act for local governments, OCWCOG and CITY shall hold each other harmless, indemnify and defend each other's officers, agents and employees from any and all liability, actions, claims, losses, damages or other costs that may be asserted by any person or entity arising from, during, or in connection with the performance of the worked described in this agreement, except liability arising out of the sole negligence of either party or its employees. Such indemnification shall also cover claims brought against either party under state or federal workers compensation laws. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification.

G. Public Contracts: All parties shall comply with all federal, state and local laws, ordinances and regulations applicable to the work under this agreement, including, without limitation, the applicable provisions of ORS chapters 279A, B and C, particularly 279B.220-279B.235, as amended.

H. Personal Identifying Information: OCWCOG agrees to safeguard personal identifying information in compliance with Oregon Revised Statutes ORS 646A.600, the Oregon Consumer Theft Protection Act and the Fair and Accurate Credit Transaction Act Provisions of the Federal Fair Credit Reporting Act. In the event of any inadvertent disclosure or release of information protected by any of these provisions, OCWCOG shall immediately notify CITY and shall hold harmless, defend and indemnify OCWCOG for any costs related to notification, mitigation or remediation required by the disclosure by OCWCOG.

I. Waiver: Waiver of any breach of any provision of this agreement by either party shall not operate as a waiver of any subsequent breach of this same or any other provision of this agreement.

J. Dispute Resolution: Unless otherwise provided in this Agreement, all claims, counterclaims, disputes and other matters in questions between OCWCOG and the CITY arising out of, or relating to this Agreement or the breach of it will be decided, if the parties mutually agree, by mediation, or if they fail to agree, by arbitration. Arbitration will be conducted according to rules and procedures set out by the Arbitration Service of Portland, or as otherwise agreed by the parties.

K. Workers Compensation: All employers, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide

workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Recipient shall require and ensure that each of its subcontractors complies with these requirements.

L. Severability: If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

M. Agreement in Full & Amendments: This writing and the attached exhibits constitute the entire and final contract between the parties. No modification of this agreement shall be effective unless and until it is made in writing and signed by both parties. Initial Here _____

Signed:

_____	_____
Fred Abousleman Executive Director Oregon Cascades West Council of Governments 1400 Queen Ave SE Ste. 201 Albany, OR. 97322	Shannon Beaucaire City Manager City of Yachats PO Box 345 Yachats, OR. 97498
Date: _____	Date: _____

City Council Action Item Cover Sheet

DATE: February 6, 2019

Agenda Item:

OCWCOG Intergovernmental Agreement (IGA) for Planning

Question Before Council:

Consideration of IGA

Person/Group Initiating Request:

City Manager

Item Summary/Background:

As a member of OCWCOG, the City Manager met with the Community and Economic Development Director on Thursday, January 17. The City Manager & Director discussed some of the offerings OCWCOG could provide; such as, code review, ordinance drafting, meeting facilitation, and signage plans. The City Manager believes it would be useful to share resources for the City and have the potential to supplement existing resources. The Director stated that they are trying to enter into general IGA's with Cities. With a general IGA in place, if we need them, we can call upon them and they can start work. If we don't need them, then the IGA is never implemented.

Upon discussion, the City Manager recommends Council consider moving to direct the City Manager to engage OCWCOG to enter into a general IGA.

CITY OF YACHATS

RESOLUTION NO. 2019-58

WHEREAS, ORS Chapter 190 authorizes local governments to enter into intergovernmental agreements for the performance of their legal functions; and

WHEREAS, this agreement shall be for the purpose of providing general planning services to the City of Yachats on an as needed basis to address the demand for land use, code review, comprehensive plan updates, property development, Lincoln County permitting, GIS and similar planning efforts; and

WHEREAS, the parties agree that they have the authority to execute this Cooperative Intergovernmental Agreement pursuant to ORS 190.010; and

WHEREAS, the City Council discussed the document and authorized the City Manager to sign on behalf of the City:

NOW THEREFORE, the City of Yachats resolves

The City Manager is authorized to sign the Intergovernmental Agreement with Oregon Cascades West Council of Governments (OCWCOG) on behalf of the City of Yachats; a copy of which is attached and marked as "Exhibit A".

This Resolution is effective as of February 6, 2019.

Attest:

W. John Moore, Mayor

Shannon Beaucaire, City Manager

OREGON CASCADES WEST
Council of Governments

Community and Economic Development

1400 Queen Avenue SE, Suite 205 • Albany, Oregon 97322
(541) 967-8551 • FAX (541) 967-4651 • TTY/TDD 711

Planning Services - 2019

The Oregon Cascades West Council of Government's Community and Economic Development Department provides a variety of planning services, including, but is not limited to, the following:

Current Planning Services
Application processing; code and regulatory review; staff report preparation; and presentations to councils and commissions.

Long-Range Planning Services
Comprehensive plan updates and amendments, zoning code amendments, urban growth boundary adjustments, transportation system plans, wayfinding and signage plans, parks and recreation master plans, public meeting facilitation, and scenario planning.

Mapping and Database Management
Geographic Information System (GIS) database development, database management and hosting, mapping services, and spatial analysis.

Technical Assistance & Consultation
Grant writing, grant application review, regional coordination, research, policy review and drafting, and ordinance drafting.

Community Outreach & Engagement
Survey drafting and implementation, public outreach, public meeting facilitation, and workshop facilitation.

Disaster and Resilience Planning
Disaster and mitigation planning, resilience and recovery planning, business continuity and preparation, and natural hazard mitigation plans.

If you would like more information regarding Oregon Cascades West Council of Governments Planning Services, please contact Phil Warnock, Community and Economic Development Director, at pwarnock@ocwcog.org or (541) 924-8474.

INTERGOVERNMENTAL AGREEMENT
Between
City of Yachats
and
Oregon Cascades West Council of Governments
For
Planning Services

This Agreement is made and entered into upon execution by and between City of Yachats, a municipal corporation of the State of Oregon, hereinafter known as CITY, and Oregon Cascades West Council of Governments, hereinafter known as OCWCOG, Oregon 190.010 intergovernmental agencies.

DRAFT

Recitals

A. CITY permits units of local government agencies to enter into agreements for the performance of required duties or the exercise of permitted powers.

B. CITY has the need of Planning and GIS Services

C. OCWCOG has staff with the proper credentials, licensing and experience to provide such service.

THEREFORE, the parties to this intergovernmental agreement agree to the following terms and conditions:

Agreement

SECTION 1. SCOPE OF SERVICES

This agreement shall be for the purpose of providing general planning services to the CITY on an as needed basis to address the demand for land use, code review, comprehensive plan updates, property development, Lincoln County permitting, GIS and similar planning efforts. [Work Plan can be added as an Exhibit]

SECTION 2. CITY RESPONSIBIILTY

A. CITY will provide access to records and planning documents relevant to work requested.

B. CITY shall prioritize and communicate planning activities to OCWCOG; provide direction as tasks are completed for any follow-up activities.

C. CITY shall provide workspace and equipment for onsite performance of planning activities as requested.

D. CITY shall pay OCWCOG within thirty (30) days after receiving OCWCOG's quarterly invoice.

SECTION 3. OCWCOG RESPONSIBIILTY

A. OCWCOG will respond to CITY requests of planning services in a timely manner.

B. OCWCOG will assist the City Administrator or designated staff in identifying areas of need.

C. OCWCOG will provide consistent onsite staffing during hours negotiated with the CITY and additional planning support hours from the OCWCOG offices.

D. OCWCOG shall track time spent on planning tasks and bill corresponding tasks with brief description of the work accomplished.

SECTION 4. PROVISIONS

A. Contract Period: This agreement shall be effective on February 1, 2018 and shall terminate on June 30, 2021, unless this agreement is hereafter modified in writing.

B. Payment: OCWCOG will submit a quarterly invoice to the CITY for work outlined in the Scope of Work. The quarterly not-to-exceed amount is $3,000.00. Compensation shall be paid within thirty days of completion of deliverables.

Requests for work not described above can be accommodated at a rate of $2019 Rates TBD per hour. Compensation shall be paid for actual time and materials. Authorization by the CITY for additional work will be communicated in writing. Requests for services will be made to: Phil Warnock, CED Director.

C. Termination: This agreement may be terminated by either party. Suspension in whole or in part of this agreement by either party will require thirty (30) days written notice to the other party. In the event of termination, CITY shall compensate OCWCOG for all services provided through the date of termination.

D. Assignability: This contract is for the exclusive benefits of the parties hereto. It shall not be assigned, transferred, or pledged by either party without the prior written consent of all the remaining parties.

E. Discrimination: The parties agree to comply with all applicable federal, state, and local laws, rules, and regulations on nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, disability, sexual orientation, gender identity or source of income.

F. Indemnification: To the extent possible under the limits of the Oregon Tort Claims Act for local governments, CITY and OCWCOG shall hold each other harmless, indemnify and defend each other's officers, agents and employees from any and all liability, actions, claims, losses, damages or other costs that may be asserted by any person or entity arising

from, during, or in connection with the performance of the worked described in this agreement, except liability arising out of the sole negligence of either party or its employees. Such indemnification shall also cover claims brought against either party under state or federal workers compensation laws. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification.

G. Public Contracts: All parties shall comply with all federal, state and local laws, ordinances and regulations applicable to the work under this agreement, including, without limitation, the applicable provisions of ORS chapters 279A, B and C, particularly 279B.220-279B.235, as amended.

H. Personal Identifying Information: OCWCOG agrees to safeguard personal identifying information in compliance with Oregon Revised Statutes ORS 646A.600, the Oregon Consumer Theft Protection Act and the Fair and Accurate Credit Transaction Act Provisions of the Federal Fair Credit Reporting Act. In the event of any inadvertent disclosure or release of information protected by any of these provisions, OCWCOG shall immediately notify CITY and shall hold harmless, defend and indemnify CITY for any costs related to notification, mitigation or remediation required by the disclosure by CITY.

I. Waiver: Waiver of any breach of any provision of this agreement by either party shall not operate as a waiver of any subsequent breach of this same or any other provision of this agreement.

J. Dispute Resolution: Unless otherwise provided in this Agreement, all claims, counterclaims, disputes and other matters in questions between CITY and OCWCOG arising out of, or relating to this Agreement or the breach of it will be decided, if the parties mutually agree, by mediation, or if they fail to agree, by arbitration. Arbitration will be conducted according to rules and procedures set out by the Arbitration Service of Portland, or as otherwise agreed by the parties.

K. Workers Compensation: All employers, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Recipient shall require and ensure that each of its subcontractors complies with these requirements.

L. Severability: If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

M. Amendments: Any amendment to this agreement shall be in writing and signed by authorized representatives of both parties. There are no understanding, agreements or representations, oral or written, regarding this agreement except as specified or referenced herein.

DRAFT

Signed:

Fred Abousleman
Executive Director
Oregon Cascades West
Council of Governments
1400 Queen Ave SE Ste 201
Albany, OR 97322

Date: _____

Shannon Beaucaire
City Manager
City of Yachats
PO Box 345
Yachats, OR 97498

Date: _____

DRAFT

City Council Action Item Cover Sheet

DATE: February 6, 2019

Agenda Item:

OCPP (IGA) for Procurement

Question Before Council:

Consideration of IGA

Person/Group Initiating Request:

City Manager

Item Summary/Background:

The OCPP was established to improve service & cost efficiencies for each entity qualified to participate in the ORCPP for goods, services, or both, using Designated Price Agreements and to access various procurement resources through Department of Administrative Services.

Upon discussion, the City Manager recommends Council move to direct the City Manager to sign the OCPP IGA for financial services.

CITY OF YACHATS

RESOLUTION NO. 2019-60

WHEREAS, ORS Chapter 190 authorizes local governments to enter into intergovernmental agreements for the performance of their legal functions; and

WHEREAS, this agreement shall be for the purpose of the City of Yachats participation in the Oregon Cooperative Procurement Program; and

WHEREAS, the parties agree that they have the authority to execute this Cooperative Intergovernmental Agreement pursuant the Qualified Entities section; and

WHEREAS, the City Council discussed the document and authorized the City Manager to sign on behalf of the City:

NOW THEREFORE, the City of Yachats resolves

The City Manager is authorized to sign the Intergovernmental Agreement with Oregon Cooperative Procurement Program (OCPP) on behalf of the City of Yachats; a copy of which is attached and marked as "Exhibit A".

This Resolution is effective as of February 6, 2019.

Attest:

W. John Moore, Mayor

Shannon Beaucaire, City Manager

About ORCPP

Oregon Cooperative Procurement Program (ORCPP) uses an intergovernmental agreement with its partnering entities to provide its members with access to the following resources:

- Over 340 statewide price agreements to purchase goods and services
- Unlimited advertising in the Oregon Procurement Information Network (**ORPIN (https://orpin.oregon.gov/)**)
- Thousands of archived solicitations in ORPIN, to help you build new solicitations
- Training opportunities through DAS
- **State of Washington Contracts (https://fortress.wa.gov/ga/apps/ContractSearch/MCUAListing.aspx)** - Entities must determine whether these contracts meet their own purchasing rules and ORS 279 requirements.
- **ORCPP Link (mailto:info.orcpp@oregon.gov)** - Our program managers keep you connected with emails concerning trainings, updates to price agreements, specials from **DAS Surplus (/das/Surplus/Pages/Index.aspx)** and other resources.

Who is eligible?

ORCPP eligible entities include:

- Units of local government - cities, counties, school districts, etc.
- Special districts - fire, water, vector control, health, etc.
- Oregon university and community colleges
- Qualified rehabilitation facilities
- American indian tribes and agencies of American indian tribes
- Certain qualifying, public benefit corporations
- State agencies not subject to **ORS 279A.050 (https://www.oregonlegislature.gov/bills_laws/ors/ors279A.html)** and DAS-implemented administrative rules, such as: Oregon Lottery, Treasury, Secretary of State, etc.

How much does it cost?

Participation in the program may include an annual fee based on your total organizational budget.

View the fee chart (/das/Procurement/Pages/Orcppfee.aspx)

For more information

E-mail: **info.orcpp@oregon.gov (mailto:info.orcpp@oregon.gov)**

Program Coordinators

DAS Statewide Price Agreements

What is a DAS Statewide Price Agreement?

A DAS Statewide Price Agreement (Price Agreement) is a master agreement for the procurement of products or services at agreed upon terms for use by all state entities. Price Agreements benefit agencies by obtaining price discounts and leveraging other concessions through volume purchases. Additionally, an agency avoids administrative, procurement and contract management burdens. DAS manages these processes for certain products and services to leverage the state's buying power and reduce the need for multiple agencies to conduct solicitations and establish and manage individual contracts.

A Price Agreement comprises a group of common items or services competitively bid to set the prices contractually for a specified time period. The prices are frequently "ceiling" prices and an agency should seek to negotiate further discounts as applicable. A supplier awarded a Price Agreement contract is obligated to provide the specified products or services, at or below the contracted price and terms, to all agencies using the contract.

The DAS Statewide Price Agreement program efficiently leverages the state's buying power to lower acquisition costs and strengthen terms and conditions. DAS recovers the cost to administer the program through fees that are included in Price Agreements. Administrative fees range from .5 to 2 percent of the cost of the product or service, depending on factors such as volume and usage. These fees are collected and reported by the suppliers for the contracts they are awarded. Fees are monitored throughout the year to determine if the program is generating revenue at levels needed to recover operating costs.

Resource: DAS maintains a webpage that lists existing statewide software license agreements.

When to use DAS Statewide Price Agreements

Agencies must make their Buy Decision in the priority order specified in administrative rule. DAS Price Agreements are the fourth priority source and an agency may not elect to procure through a lower priority source, unless the agency determines that the procurement need cannot be met through use of a Price Agreement.

If DAS offers an applicable Price Agreement, and if it is a mandatory use agreement, the agency must use the Price Agreement to fulfill its procurement need. If the Price Agreement is not mandatory use, the decision to use an existing Price Agreement or to acquire the needed products and services from other sources is at the agency's discretion.

Agencies should use the Price Agreements where possible because this is the most efficient acquisition method. However, if an agency chooses to procure needed products and services outside of the Price Agreements available, it is

OREGON COOPERATIVE PROCUREMENT PROGRAM

AGREEMENT No. _____

This agreement for participation in the Oregon Cooperative Procurement Program ("Agreement") is between the State of Oregon ("State") acting by and through its Department of Administrative Services, Enterprise Goods and Services Division, Procurement Services ("DAS PS") and _____("ORCPP Member"), each a "Party" and, together, the "Parties".

1 DEFINITIONS.

1.1 **"Contract"** means a legally binding contract that results between ORCPP Member's issuance of, and a contractor's acceptance of, an Ordering Instrument pursuant to a Designated Price Agreement to which the contractor is a party.

1.2 **"Designated Price Agreement"** means an agreement between DAS and one or more contractors for goods or services, or both, that are offered at a set price with either (1) no guarantee of a minimum or maximum purchase or (2) an initial order or minimum purchase of the goods or services combined with a continuing contractor obligation to provide additional goods and services, and that identifies ORCPP Members as authorized purchasers.

1.3 **"ORCPP"** means the Oregon Cooperative Procurement Program.

1.4 **"Ordering Instrument"** means a document that complies with the Designated Price Agreement and that ORCPP Member must use to order goods, services, or both, under the Designated Price Agreement. An Ordering Instrument may be referred to as, for example, "Purchase Order," "Work Order" or other name assigned by DAS PS or ORCPP Member.

1.5 **"Oregon Cooperative Procurement Program"** means the purchasing program operated by DAS PS that allows its members to purchase from Designated Price Agreements.

2 QUALIFIED ENTITIES.

DAS PS has established and operates the Oregon Cooperative Procurement Program to improve service and cost efficiencies for each entity qualified to participate in the ORCPP ("Qualified Entity") by authorizing the Qualified Entity through agreement with DAS PS to purchase goods, services, or both, using Designated Price Agreements and to access various procurement resources available through DAS PS.

The following entities are Qualified Entities authorized to enter into this Agreement with DAS PS:

2.1 Units of local government as defined in ORS 190.003, state contracting agencies as defined in ORS 279A.010 (1)(nn) and exempted from application of the Public Contracting Code under ORS 279A.025, semi-independent state agencies listed in ORS 182.454, special government

bodies as defined in ORS 174.117 and special districts as defined in ORS 198.010, United States governmental agencies with offices in Oregon and American Indian Tribes located in Oregon; and

2.2 The entities specified in and meeting the requirements of ORS 279.855(1), (2) and (3) and OAR 125-055-0045.

3 ORCPP MEMBER AS QUALIFIED ENTITY.

ORCPP Member represents that it is, and warrants that it will remain, a Qualified Entity throughout the effective period of this Agreement. ORCPP Member shall immediately provide all information that DAS PS requests to establish to DAS PS' satisfaction that ORCPP Member is a Qualified Entity. ORCPP Member represents and warrants that all information ORCPP Member provides to DAS PS to establish that ORCPP Member is a Qualified Entity is true and correct. If at any time during the term of this Agreement ORCPP Member has reason to believe, or ORCPP is notified that DAS PS has reason to believe, ORCPP Member is no longer a Qualified Entity, ORCPP Member shall immediately cease purchasing under Designated Price Agreements until ORCPP Member establishes to DAS PS' satisfaction that ORCPP Member is a Qualified Entity.

4 EFFECTIVE DATE, TERM AND TERMINATION.

This Agreement is effective on the latest signature date ("Effective Date").

4.1 This Agreement remains in effect until terminated by either Party by delivery of a written termination notice to the other Party's Authorized Representative or their designee, at least forty-five (45) days prior to the termination date specified in the written notice.

4.2 DAS PS may terminate this Agreement for non-payment of the annual fee as outlined in section 9 of this Agreement.

5 AUTHORIZED REPRESENTATIVES.

5.1 DAS PS Authorized Program Managers:

Name and Title (print/type):

Kelly Stevens-Malnar, Statewide Outreach Coordinator – Phone:

503-378-3976 Adam Helvey, Statewide Outreach Coordinator – Phone:

503-373-2106 Address: 1225 Ferry Street SE, Salem OR 97301-4285

Fax: 503-373-1626

Email: info.orcpp@oregon.gov

5.2 ORCPP Member Authorized Representative:

Name (print/type):_____Title: _____

Entity Name: _____

Address: _____

Work Phone: _____Email: _____

Accounts Payable Contact:

Name (print/type): _____

Work Phone: _____Email: _____

5.3 A Party may designate a new Authorized Representative at any time by written notice to the other Party.

6 ORCPP MEMBER BENEFITS AND REQUIREMENTS.

6.1 Designated Price Agreements. ORCPP Member may purchase goods, services, or both, from any Designated Price Agreement identified by DAS PS according to the terms of this Agreement. Designated Price Agreements may expire or terminate, and DAS PS does not promise or guarantee the effectiveness of any particular Designated Price Agreement at the time ORCPP Member desires to make a purchase.

6.1.1 Designated Price Agreements Use Restrictions. ORCPP Member shall accept the terms and conditions of a Designated Price Agreement without modification, including use of a specific Ordering Instrument as described in the applicable Designated Price Agreement. Only DAS has the authority to change, modify, or amend Designated Price Agreements.

6.1.2 Ordering Instruments. All Ordering Instruments must incorporate the applicable Designated Price Agreement by reference and include the following statement:

"THIS PURCHASE IS PLACED AGAINST STATE OF OREGON PRICE AGREEMENT #_____. THE GENERAL TERMS AND CONDITIONS AND SPECIAL CONTRACT TERMS AND CONDITIONS (T's & C's) CONTAINED IN THE PRICE AGREEMENT ARE HEREBY INCORPORATED BY REFERENCE AND SHALL APPLY TO THIS PURCHASE AND SHALL TAKE PRECEDENCE OVER ALL OTHER CONFLICTING T's & C's EXPRESS OR IMPLIED."

6.1.3 Contracts. DAS PS is not a party to nor does DAS PS assume any liability under Contracts.

6.2 Use of Oregon Procurement Information Network. The Oregon Procurement Information Network ("ORPIN") is an Internet-based, on-line system that is the State's official publication forum for procurement notices and advertisements. ORPIN provides registered suppliers with access to procurement information issued by the State and ORCPP Members. Registered suppliers can express interest, download documents and respond to procurement opportunities posted on ORPIN.

ORCPP Member is granted unlimited use of ORPIN, subject to the ORPIN terms of use, to upload, issue and advertise ORCPP Member's solicitation documents and procurement notices, subject to the following:

6.2.1 ORCPP Member assumes full and complete responsibility and liability for the content, substance and accuracy of all information contained in any ORCPP Member documents uploaded and displayed on the ORPIN system;

6.2.2 ORCPP Member is authorized to use future enhancements to the ORPIN system, such as electronic bidding and solicitation document types, as they become available on ORPIN; and

6.2.3 ORCPP Member shall not distribute or share its active, ORPIN user login credentials or access information with outside entities or individuals who are not ORCPP Members.

6.3 Training. ORCPP Member and its employees are eligible to register for and attend any DAS PS-sponsored and scheduled procurement-related training and certification programs at the same cost as State agency participants. Registration information for DAS PS procurement classes and workshops is available by logging into iLearn at http://iLearn.oregon.gov.

6.4 Data and Procurement Participation. From time to time, DAS PS may request ORCPP Member to provide historical or projected usage and spend data for certain solicitations for goods or services to help achieve maximum volume discounts for the benefit of all State agencies and ORCPP Members. DAS PS also may request ORCPP Member to participate on a procurement sourcing team or evaluation committee that will result in a Designated Price Agreement and use by State agencies and ORCPP Member(s). ORCPP Member agrees to provide information and participate pursuant to DAS PS request, to the extent reasonably possible.

7 DAS PS OBLIGATIONS.

7.1 DAS PS agrees to:

7.1.1 Provide a Program Manager that will respond to ORCPP Member questions regarding ORCPP membership and resources;

7.1.2 Maintain a list of Designated Price Agreements available for ORCPP Member reference on the DAS Procurement Services and Policy website. To access the Designated Price Agreement list, go to http://www.oregon.gov/DAS/EGS/ps/Pages/index.aspx and click on the Oregon Cooperative Procurement Program icon;

7.1.3 Educate contractors under Designated Price Agreements on the process to confirm that ORCPP Member is an "Authorized Purchaser" as defined in the Designated Price Agreements and on the process for transacting with ORCPP Member under the Contract;

7.1.4 Provide program education and outreach to ORCPP Member through trade shows, statewide events and the ORCPP listserv;

7.1.5 Manage ORPIN access and user permissions for ORCPP Member and its authorized users;

7.1.6 Provide ORCPP Member with Contract spend and usage reports and other ORCPP information upon ORCPP Member's request.

7.2 DAS PS' performance under this Agreement is conditioned upon ORCPP Member's compliance with the obligations intended for contractors under ORS 279B.220, 279B.225 (if applicable to this Agreement), 279B.230 and 279B.235 (if applicable to this Agreement), which are incorporated by reference herein. ORCPP Member shall, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled plastic resin products and recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).

8 MEMBERSHIP FEE.

ORCPP Member shall pay DAS PS an annual membership fee for the period July 1 through June 30 of each year this Agreement is effective, based on the entity type, annual budget and corresponding fee, as specified in Exhibit A, Standard ORCPP Membership Fee Schedule.

8.1 The initial membership fee when this Agreement takes effect anytime from July 1 through December 31 is 100% of the annual fee. The initial fee when this Agreement takes effect anytime from January 1 through April 30 is 50% of the annual fee. The initial fee is waived when this Agreement takes effect anytime from May 1 through June 30.

8.2 From time to time, DAS PS may request, and ORCPP Member shall provide, ORCPP Member's budget information to determine the applicable annual membership fee. If DAS PS determines that the annual membership fee has changed based upon ORCPP Member's then-current budget, DAS PS will notify ORCPP Member in writing of the new annual membership fee, and ORCPP Member shall pay that amount when the next annual fee is due.

9 INVOICES AND PAYMENT.

DAS PS will invoice ORCPP Member each year in July for the next annual membership fee. ORCPP Member shall remit payment to DAS within 45 days of receipt of the invoice by one of the following methods:

9.1 Credit Card. The preferred method of payment for the ORCPP annual fee is to be paid by credit card. The payment portal can be found at the below web address.
https://apps.oregon.gov/DAS/Procurement/EPS

9.2 Electronic Funds Transfer. ORCPP Member shall coordinate with DAS PS on the process and documentation required to set up an account and remit payment electronically if this is the payment method of choice.

9.3 Check. Payments made by check must include the Agreement number from page 1 and be issued to the Oregon Department of Administrative Services and sent to:

DAS Shared Financial Services
Attention: Cashier
155 Cottage Street NE
Salem, OR 97301

DAS PS may terminate this Agreement for non-payment if the annual fee is not received within ninety (90) days of the issue date of the invoice.

10 INDEMNIFICATION.

10.1 Non-State Agency ORCPP Member as Qualified Entity under Section 2.1. Subject to limitations of ORCPP Member's organic law if ORCPP Member is a unit of local government as defined in ORS 190.003, a United States governmental agency with offices in Oregon or American Indian Tribes located in Oregon, ORCPP Member shall save, defend, hold harmless and indemnify, the State and its divisions, officers, employees and agents from all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or related to (1) the acts and omissions of the ORCPP Member, or its officers, employees and agents under this Agreement or (2) services or benefits DAS PS provides under this Agreement pursuant to a representation of ORCPP Member's Qualified Entity status and State's reliance thereon.

10.2 ORCPP Member as Qualified Entity under Section 2.2. If ORCPP Member is an entity specified in and meeting the requirements of ORS 279.855(1), (2) and (3) and OAR 125-055-0045, ORCPP Member shall save, defend, hold harmless and indemnify, the State and its divisions, officers, employees and agents from all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or related to (1) the acts or omissions of the ORCPP Member, or its officers, employees and agents under this Agreement and (2) services or benefits DAS PS provides under this Agreement pursuant to a representation of ORCPP Member's Qualified Entity status and State's reliance thereon.

10.3 Defense Obligation. With respect to any obligation to defend described in sections 10.1 and 10.2, the Oregon Attorney General must give written authorization to any legal counsel purporting to act in the name of, or represent the interests of, the State, its officers, employees and agents prior to such action or representation. Further, the State, acting by and through its Department of Justice, may assume its own defense, including that of its officers, employees and agents, at any time when in the State's sole discretion it determines that (i) proposed counsel is prohibited from the particular representation contemplated; (ii) important governmental interests are at stake; or (iii) the best interests of the State are served thereby. Contractor's obligation to pay for all costs and expenses shall include those incurred by the State in assuming its own defense and/or that of its officers, employees, or agents under (i) and (ii) above.

11 SUCCESSORS AND ASSIGNMENT.

The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. Neither Party shall assign or transfer its interest in this Agreement without the prior written consent of the other. Any such attempted assignment or transfer shall be void.

12 MERGER; AMENDMENT; WAIVER.

This Agreement constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent or modification of the Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent or modification, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of the State to enforce any provision of this Agreement shall not constitute a waiver by the State of that or any other provision.

13 LIMITATION OF LIABILITY.

ORCPP Member acknowledges and agrees that the State shall not be liable for any damages, including direct, indirect, incidental or consequential damages sustained by ORCPP Member, which arise out of or are in any way related to goods or services obtained from contractors under any Contract entered by ORCPP Member pursuant to this Agreement. State makes no representation or warranty regarding the suitability, durability, merchantability or fitness for a particular purpose of any goods or services purchased under any Contract.

14 COMPLIANCE WITH APPLICABLE LAW.

ORCPP Member shall comply with all federal, state and local laws, rules, regulations, and ordinances applicable to this Agreement or to ORCPP Member's obligations under this Agreement.

15 GOVERNING LAW; VENUE.

15.1 Governing Law. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

15.2 Designation of Forum. Any Party bringing a legal action or proceeding against any other Party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County. Each Party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

15.3 Federal Forum. Notwithstanding Section 15. 2, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This section applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This section is also not a waiver by the State of Oregon of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

16 TAX CERTIFICATION.

By signature on this Agreement for ORCPP Member, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of the ORCPP Member and that ORCPP Member is, to the best of the undersigned's knowledge, not in violation of any applicable Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620.

17 SIGNATURES.

Each Party to this Agreement, and each individual signing on behalf of each Party, hereby represents and warrants to the other that it has full power and authority to enter into this Agreement and that its execution, delivery, and performance obligations have been fully

authorized and approved, and that no further approvals or consents are required to bind such Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

STATE OF OREGON acting by and through its Department of Administrative Services, EGS-Procurement Services

By: _____

_____
Printed Name

_____
Title

_____
Date

ORCPP Member acting by and through its

_____
(name of entity)

By: _____

_____
Printed Name

_____
Title

_____
Date

(Additional signature lines may be added as necessary)

EXHIBIT A

Standard ORCPP Membership Fee Schedules

Fee Schedule 1 is the ORCPP membership fee for a Qualified Entity other than a special district as defined in ORS 198.010, and is based on the entity's adopted organizational annual budget.

Fee Schedule 2 is the ORCPP membership fee for special districts such as; irrigation districts, rural fire protection districts, water districts, utility districts, and other special districts as defined in ORS 198.010 with an adopted organizational annual budget under $3,000,000.

1. Fee Schedule 1: Qualified Entity

(Provide a one-page summary of the entity's adopted annual budget with signed Agreement)

ORCPP Member (initial and date)	DAS PS (initial and date)	Organizational Budget MORE than	Organizational Budget LESS than	Annual Membership Fee
		$ 0.00	$ 3,000,000	$0.00
		$ 3,000,000	$ 7,500,000	$ 500.00
		$ 7,500,001	$ 21,000,000	$ 900.00
		$ 21,000,001	$ 30,000,000	$ 1,000.00
		$ 30,000,001	$ 68,000,000	$ 2,000.00
		$ 68,000,001	$ 90,000,000	$ 3,000.00
		$ 90,000,001	$ 150,000,000	$ 4,000.00
		$ 150,000,001	and over	$ 5,000.00
		* Oregon K-12 Schools, Charter Schools, ESDs, qualifying Oregon Child Nutrition Sponsors, and qualifying, Early Learning Service Providers, and Qualified Rehabilitation Facilities		$ 0.00

City Council Action Item Cover Sheet

DATE: February 6, 2019

Agenda Item:

Ordinance 358 - Yachats Comprehensive Land Use Plan

Question Before Council:

Requires a second vote from the Council

Person/Group Initiating Request:

Helen Anderson

Item Summary/Background:

Per the Charter, it requires a second vote of the Council

Date: December 18, 2018
To: Yachats City Council
From: Planning Commission
Re: Comprehensive Plan Update

The Planning Commission reviewed Councilor Berdie's October 16, 2018 list of questions and suggestions regarding the Commission's review of the Comprehensive Plan. The Commission very much appreciated the time Councilor Berdie invested in reading the document and detailing his suggestions and insights.

After closely examining the fourteen points, the Commission concluded that most concerned policy decisions. We understand our role to be that of implementing the policies while the Council establishes the policies. We also were not certain of when Councilor Berdie's suggestions were representing the direction of the entire Council.

As Councilor Berdie's suggestions are important and worth exploring, we decided the most effective way to move forward would be for the Council to approve or reject our original review of the Comprehensive Plan, then review the Plan and Berdie's document and direct the Planning Commission on what you want us to incorporate. We would welcome your direction. We thought it could be productive to use the goals you establish in 2019 to set priorities on what to revise or include in the Comprehensive Plan.

The Yachats Municipal Code requires that the Planning Commission review the Comprehensive Plan every two years [2.04.040(B)1]. We want to pursue Councilor Berdie's suggestion that we identify places in the Comprehensive Plan that do not have supporting Code when we do our next regular review, starting around January 2020.

We look forward to your input on priorities for us to focus on in the Comprehensive Plan and Yachats Municipal Code.

CITY OF YACHATS
ORDINANCE NO. 358

AN ORDINANCE AMENDING ORDINANCE 279
THE YACHATS COMPREHENSIVE LAND USE PLAN

WHEREAS, the Yachats Municipal Code Section 2.04.040(B)1 stipulates the Planning Commission shall review the comprehensive plan every two (2) years and make recommendations to the council concerning plan amendments which it has determined are necessary based on further study or changed concepts, circumstances, or conditions.

WHEREAS, on August 21, 2018, the Planning Commission met, held a public hearing, and passed a motion to forward the following recommended amendments to the Comprehensive Plan.

WHEREAS, and in consideration of the conditions and issues above, the City updates the Comprehensive Plan.

NOW THEREFORE, the City of Yachats ordains as follows:

SECTION 1. Comprehensive Land Use Plan

City Of Yachats
Comprehensive Land Use Plan

Modified by Ordinance 354 – October 5, 2008

Adopted by City Council vote – May 8, 2008

And Memorialized by Ordinance 279 – June 12, 2018

~~Financial assistance for this updated Yachats Comprehensive Plan Inventory provided by:~~
~~Coastal Zone Management Act of 1972.~~
~~Administered by the Ocean and Coastal Management Program,~~
~~Oregon Department of Land Conservation and development.~~

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Attached:

- Plan Inventory
- Existing Planned Unit Developments In Yachats Approved Exceptions To The Yachats Comprehensive Plan And Yachats Zoning & Land Use Ordinance
- Summary from All Surveys – Graphs with Legend

I. Introduction and Purpose

In 1973, the State Legislature passed Senate Bill 100 (ORS 197) which established certain statewide requirements for land use planning. Each city and county in the state is required, under the statute, to prepare and adopt comprehensive plans consistent with the statewide planning goals approved by the Land Conservation and Development Commission. In response to this law, the City of Yachats has prepared this plan.

The Land Conservation and Development Commission initially acknowledged the Comprehensive Plan for compliance with the State Planning Goals in 1980. The Plan has been periodically reviewed by the City in coordination with the Department of Land Conservation and Development and updated to ensure that it continues to comply with these goals. The Comprehensive Plan has been drafted to reflect the needs of the residents of Yachats and has been reviewed to ensure consistency with other relevant plans from other jurisdictional agencies.

This 2008 update to the Comprehensive Plan has been developed by a public process that included staff, public, Planning Commission and City Council advisory committee reviews. A variety of public involvement opportunities were used, such as mail-back and a Web-based survey, open house and community discussions.

The City's comprehensive plan is intended to not only address statewide planning goals, but to take into account local land use planning needs and issues and responds to the desires, needs, and aspirations of the citizens of Yachats. The plan, once adopted, will serve as a guide to land use within and immediately adjacent to Yachats. It establishes policies and land use designations (maps) which will be implemented throughout the City's zoning and land use ordinance.

Land use policies procedures and applications shall complement the natural beauty of Yachats' location and its environment, which has led to Yachats' long-standing reputation as "The Gem of the Oregon Coast."

Land use policies, procedures and applications shall acknowledge certain economic characteristics of the City, namely, that retirement and tourism are major industries. Non-polluting commercial, professional and home businesses are also an important part of the economy.

The construction and maintenance of public, commercial, professional and residential buildings, their siting, design materials and landscaping, within reasonable variation,

shall enhance rather than detract from the quiet coastal ambiance of the City as noted above.

The Yachats Comprehensive Plan provides goals, guidelines and standards for decision makers, including City employees and officials, citizens, developers, community groups, and other local, state, regional, and federal agencies. The powers granted by the City through its charter shall be guided constructively by these principles. These principles shall guide the deliberations, interpretations, and judgments of the Council, the Commissions, City agents and employees.

Comprehensive city planning addresses a wide range of topics and issues related to the growth and development of a community. This plan includes background and analytic sections that support recommendations for the protection of natural resources, recreational opportunities, control of urban growth and form, and providing for economic growth, adequate public facilities, housing, transportation and other functions. The plan is comprehensive in scope and its goals and policies are intended to be supportive of one another.

The plan provides the basis for other plans, ordinances, and other implementing documents that set forth more detailed direction regarding specific activities and requirements. All City plans and implementing ordinances must be consistent with the Comprehensive Plan.

The Plan is organized around the Statewide Planning Goals and each chapter corresponds to a specific Statewide Goal. Some goals are not applicable to the City of Yachats and are not included in this plan. Specifically, the following goals are not included: Goal 3 (Agricultural Resources), since there are currently no commercial farming operations within City limits; Goal 4 (Forestry Resources), since there are currently no commercial forestry operations within City limits; and Goal 15 (Willamette Greenway).

II. Plan Organization

Adoption of the policy statements and plan maps included herein will help the City of Yachats to reach the above objectives. This will be possible by using the policies and maps to guide future decisions pertaining to land use in the City.

The Comprehensive Plan is organized around the Statewide Planning Goals and contains background information and findings that support City goals, policies, and recommended action measures.

The goals and policies contained within this plan have the force of law and the City is obligated to adhere to them in implementing the Plan. Additional background information about City goals, policies, and recommended action and implementation measures are articulated herein and within attached appendices.

Goal. A statement indicating a desired end or aspiration including the direction the City will follow to achieve that end. The City's goals must be consistent with the Statewide Planning Goals.

Policy. A statement indicating a definitive course of action to implement City goals. A policy may not be the only action the City can take to implement the goals. The City must follow relevant policies when developing other plans or ordinances that affect land use, such as transportation and public facility plans, zoning, and development standards.

Proposed Actions. A statement outlining a specific City activity, action, project or standard, which if executed, would implement goals and policies. Recommended action measures also refer to courses of action the City desires other jurisdictions to take regarding specific issues, and help define the relationship the City desires to have with other jurisdictions and agencies in implementing the Comprehensive Plan. These statements are guidelines and recommendations to City decision-makers as ways to implement the goals and policies. Completion of projects, adoption of standards, or the creation of certain relationships or agreements with other jurisdictions and agencies will depend on a number of factors such as City priorities, finances, and staff availability.

III. Planning Goals and Policies

In March and April of 2006, the Planning Commission and City Council advisory committee members conducted community discussions on the core values of City residents. In May, the City conducted a mail-back and web-based survey, open to all City and surrounding area residents. The results of that survey, a June open house, subsequent Planning Commission work session, community discussions and public hearings are reflected in this comprehensive plan update.

Goal A. Protection of Natural Resources

In conjunction with county, state and federal agencies as well as area residents and landowners, The City shall work to protect and enhance its rich natural, scenic and historic resources. Forests, beaches and water areas, wetlands, air quality, fish and wildlife habitats, historical and archaeological sites, and, in particular, open space and scenic views all contribute to the high quality of the City's environment. These resources are Yachats' main assets in that they make it a beautiful place for people to live in and visit.

Policies

1. The City shall ensure that the quality of air, water and land resources is maintained.
2. The City shall protect significant marine habitats, as identified on the City's adopted Natural Resources map and inventory data, from proposed land uses that will, or might, modify their indigenous characteristics.
3. The City shall preserve existing open space and identify new areas appropriate for designation as open space.
4. The City shall encourage orderly development of land through zoning, land use codes and the timing and placement of public improvements in order to conserve natural resources.
5. The City shall assist the State and County in protecting the County Road 804 right-of-way and the prescriptive easements accepted by the Oregon Supreme Court as established by the Lincoln County Surveyor (Survey 11,905 12/18/87) from alterations that would prevent the establishment and maintenance of this segment of the Oregon Coast Hiking Trail within the public right-of-way.
6. The City shall concur with all pertinent and legally authorized agencies, both federal and state, in a mutual effort to retain the character of those natural qualities identified in the adopted Natural Resources Map and Inventory Data.
7. The City shall consider the quality of the resources areas as shown on the adopted Natural Resources Map and inventory data in adopting land use designations or in undertaking land use actions or decisions.

8. The City shall direct its growth so as not to encroach upon public or commercial forestlands.

9. The City shall protect significant archaeological and historic resources through survey identification, recordation and adoption of preservation codes, consistent with the standards of the State Historic Preservation Office (SHPO), affected tribes and federal laws. Specific sites for protection include, but are not limited to, the Little Log Church, Yachats Middens, Native American villages and other identified recorded or unrecorded archaeological or historic sites.

10. The City shall not support offshore oil and gas development and associated facilities due to potential conflicts with existing ocean fisheries, impacts on aesthetic and recreational values, and degradation of the marine environment. This includes leasing, exploration, and oil and gas extraction within the state territorial sea and federal waters.

11. Established trees contribute to the aesthetic and environmental quality of the City. Significant trees and groves of trees shall be protected through a tree protection ordinance or other voluntary mechanisms to ensure their health and retention.

12. View sheds and corridors are unique characteristics of the City. They contribute to the community identity and aesthetic values of City residents and visitors.

13. ~~Where streams and creeks intersect the Shoreland, a 25 ft. buffer shall be maintained; and where a stream and creek intersect the river edge, a 50 ft. buffer shall be maintained. The buffer is to be measured from the top of the bank; within this buffer zone, existing vegetation shall not be removed. Noxious weeds and invasive plants shall be exempt from this restriction.~~ ***The City shall protect streams and creeks.***

13. The City shall provide educational material regarding the responsible use of chemicals.

Proposed actions:

a) The City shall incorporate soil capacity analysis into the land use code for protection of prime forest soils.

b) The City shall develop a methodology to designate archaeological and historic properties to the City inventories.

c) The City shall conduct archaeological and historic resource inventories consistent with Goal 5 and the SHPO and rank significant properties for protective measures. Priority sites shall be identified on the City's Natural Resources map or separate archaeological and historic resources map consistent with state law.

d) The City shall explore actions to preserve trees and establish a tree protection ordinance.

e) The City shall identify and rank significant view sheds and corridors.

f) The City shall conduct a City wide urban growth boundary natural resources inventory and assessment.

g) The City shall research view protection strategies. Those strategies may include, but not be limited to, overlay zones, tree trimming standards, and voluntary deed restrictions.

h) The City shall explore actions that would improve air quality, such as City wide composting.

i) The City shall develop an ordinance to protect inland stream and associated riparian areas.

Goal B. Protection of Estuarine Resources

In concert with adjacent property owners and relevant government agencies, the City shall protect its estuarine areas from development, dredging and fill. All estuarine areas within Yachats Urban Growth Boundary are classified as a natural management unit, and will be managed to conserve the natural habitats and wildlife therein.

Policies

1. The City shall cooperate with appropriate government agencies in the development of biological, aesthetic, recreational, and economic values and benefits of the Yachats River Estuary, subject to the availability of local funds and the individual commitment of local agencies and residents.

2. The City shall, in recognition of the unique and abundant qualities of the Yachats River estuary, work with Lincoln County and relevant special districts, the Department of State Lands, U.S. Army Corps of Engineers, and other state and federal agencies in the implementation of the comprehensive estuarine management plan for the Yachats River estuary within the Yachats urban growth boundary.

3. The City shall classify the Yachats River as a conservation estuary and be shown on the City's Natural Resource Map for purposes of resource management. All estuarine areas within the Yachats urban growth boundary shall be classified as a natural management unit, and shall be managed to preserve the natural habitats and wildlife therein.

4. The City shall protect the natural habitat areas and aesthetic values in all City decisions regarding land and/or water use actions in or affecting the estuary. The inventory information and the Natural Resources Map are sources of information regarding the aesthetic and natural values of the Yachats River estuary and the benefit derived therefrom to the City.

5. The City shall allow dredging and fill in estuarine areas only:

a. If required for navigation or other water dependent uses that require an estuarine location or for a use specifically allowed in the applicable estuary zone;

b. If a need (i.e., a substantial public benefit) is demonstrated and the use or alteration does not unreasonably interfere with public trust rights; and

c. If no feasible alternative upland locations exist; and

d. If adverse impacts are minimized.

Other uses and activities which could alter the estuary shall be allowed if the requirements in (b), (c), and (d) are met

6. Permitted uses in the natural estuary management unit are intended to be undeveloped low-intensity, water-dependent recreational uses; protection of wildlife and their habitat and nutrients, fish, wildlife and aesthetic resources; research and educational observation; navigation aids; vegetative shoreline stabilization; and passive restoration measures. Uses which are allowed where consistent with the resource capabilities of the area and the purposes of this management unit are active restoration of fish and wildlife habitat or water quality and estuarine enhancement; on-site maintenance and repair of existing structures or facilities; riprap for protection of uses existing as of October 7, 1977, unique natural resources, historical and archaeological values, and public facilities; temporary alterations, and pipelines, cables and utility crossings, including incidental dredging necessary for their installation, and bridge crossing support structures.

7. Snag and debris removal for the purpose of maintenance shall be allowed in the estuary as permitted by Federal and State Agencies.

8. Unless specifically exempted by the Director of the Department of State Lands under ORS 541.626 dredging or fill (including dredged material disposal) in intertidal or tidal marsh areas shall be mitigated by creation, restoration or enhancement of estuarine areas. The adequacy of a proposed mitigation project shall be determined by the Department of State Lands.

9. The City shall require a clear presentation of the impacts of the proposed alteration where a use could potentially alter the estuarine ecosystem.

Proposed Action

The City shall develop the City's Natural Resources Map. The map shall include access points along the shoreline and note the condition of accesses and if they are compliant with the Americans with Disabilities Act (ADA).

Goal C. Protection of Shoreland Resources

The City recognizes the environmental, social and economic values of the shorelands. The City shall coordinate with state agencies to protect its coastal shorelands from development through shoreline stabilization activities. Water-dependent/water-related uses are preferred in the shorelands. In order, then, to maintain the environmental, social and economical values of the shorelands, the City shall apply the following policies to its land use actions/ decisions:

Policies

1. The City shall cooperate with appropriate government officials in the protection of biological, aesthetic, recreational, and economic values and benefits of shorelands under public control.

2. The City shall reduce or mitigate adverse effects upon water quality and fish and wildlife habitat resulting from the use of shorelands.

3. ~~In the Shorelands along the river, a 50 foot buffer strip, measured horizontally from the edge of the bank shall be maintained. In the first 30 feet, the existing riparian vegetation shall not be removed. In the latter 20 feet, slight vegetative alteration will be allowed as long as the overstory is retained. Minor access paths leading to (but not parallel to) the river shall be allowed as long as the overstory is not disturbed. Noxious weeds and invasive plants shall be exempt from this restriction.~~ ***In order to recognize, protect, and maintain the value of the Yachats River, a buffer shall be provided from the edge of the bank. The buffer will contribute to maintenance and enhancement of water quality, fish and wildlife habitat, recreation and aesthetics, and provide open space. The buffer will also help protect property from flooding and help manage stormwater drainage.***

4 ~~On shorelands along the ocean, a 25 foot buffer strip from the top of the bank shall exist wherein existing stabilizing vegetation shall not be removed.~~ ***In order to recognize, protect, and maintain the value of the ocean, a buffer shall be provided from the top of the bank. Existing stabilizing native vegetation shall not be removed within the buffer in order to help stabilize the bluff and mitigate erosion. The buffer will also help protect adjacent property from flooding and erosion.***

5. ~~Land use management practices (such as setbacks and maintenance of riparian vegetation) and non-structural alternatives shall be preferred methods of shoreline stabilization. Structural stabilization methods (such as riprap and bulkheads) shall be allowed when necessary for the protection of existing land~~

~~uses and resources, and when designed to minimize adverse water quality, habitat and environmental impacts. Where riprap, bulkheads or seawalls are proposed as shoreline protective measures, evidence shall be provided that higher priority methods of erosion control will not work. The priorities for shoreline stabilization for erosion control area (from highest to lowest):~~

~~a. Proper maintenance of existing riparian vegetation~~

~~b. Planting of riparian vegetation~~

~~c. Vegetated riprap~~

~~d. Non-vegetated riprap~~

e. ~~Bulkhead or seawall~~

The City shall provide implementing ordinances in the Zoning & Land Use Code to protect, maintain, and stabilize the shoreline. Stabilization and erosion control methods shall be included in the Zoning & Land Use Code.

6. The City shall develop and implement programs for maintaining and improving public access to the estuary and ocean and pursuing adequate signage of existing access points. The City supports future public access sites to be accessible in conformance with the Americans with Disabilities Act (ADA).

7. The City shall permit structural shoreline stabilization only if:

   a. There is a demonstrated need to protect property or existing structures that are threatened by erosion;

   b. Impacts on adjacent property due to increased erosion and sedimentation are minimized;

   c. Visual impacts are minimized;

   d. Long-term or recurring costs to the public are avoided;

   e. Riparian vegetation is preserved as much as possible; and

   f. The proposed project will not restrict existing public access to publicly owned lands or interfere with the normal public use of fishery, recreation, or water resources.

8. The City shall coordinate with the Oregon Department of Parks and Recreation and the Department of State Lands in any review of beachfront protective structures.

9. ~~The City shall issue permits for beachfront protective structures only where development existed on January 1, 1977. For the purposes of this requirement "Development" means houses, commercial and industrial buildings, and vacant subdivision lots which are physically improved through construction of streets and provision of utilities to the lot and includes areas where an exception to the State Beaches and Dunes Goal has been approved. Refer to the Inventory for description of areas where development existed on January 1, 1977.~~

~~10~~ Existing public ownerships, rights-of-way and similar public easements in estuary and ocean shorelands which provide access to or along the estuary or ocean shall be retained or replaced if sold, exchanged or transferred. Rights-of-way may be vacated to permit redevelopment of existing developed Shoreland areas, provided public access across the affected site is retained.

Proposed Action

a) Where necessary, the City shall strengthen codes to protect shorelands.

Goal D. Conservation of Energy

The City supports the energy conservation efforts of its residents and business owners and encourages the use of energy-efficient procedures and the use of alternative, renewable energy sources.

Policies

1. The City shall encourage future developments to use energy efficient design, siting and construction~~, e.g., "green" building practices~~.
2. The City shall encourage non-polluting alternative energy sources such as solar, wind and wave power.
3. ~~The City shall make available educational materials regarding energy conservation, e.g., tools and techniques Yachats area residents and business owners could use to promote energy conservation.~~
3. The City shall seek and support programs that provide or subsidize alternate energy or energy efficient technology. These technologies may include insulation and weatherization of habitable building, installation or energy efficient water heating systems, or energy efficient heating systems.
4. The City shall encourage the use of modes of travel that contribute to clean air and energy efficiency.

Proposed Actions

a) The City shall develop and/or ~~provide educational materials about green building practices for the public~~ ***make available educational materials about using alternative/renewable energy sources and following environmentally sustainable and energy efficient building practices for the public.***

b) The City shall demonstrate and use energy conservation principles and practices.

c) The City shall investigate opportunities and assist development of alternate energy sources, such as wind and water, subject to reasonable safety, noise, and visual controls.

d) The City shall develop guidelines and/or ordinances for ~~'green' remodeling and initial construction for both residences and business owners~~ ***using alternative/renewable energy sources and following environmentally sustainable and energy efficient remodeling and initial construction for both residences and business owners***.

Goal E. Protection from Natural Hazards and Disasters

Through regulation of the location and type of development, the City shall work to protect life and property from natural disasters and hazards, such as landslides, fires, tsunamis and flooding. The City recognizes that with the reduction of wildland fuels, we move closer to achieving the goal of all structures surviving an on-coming fire. The City regulates activities in known areas of natural hazards and limits development that may affect the integrity of steep slopes or impact fire hazards.

Policies

~~1. Information and recommendations contained in current Environmental Hazard Inventory Coastal Lincoln County, Oregon by RNKR Associates shall serve as the basis for future land use determinations in hazard areas. The RNKR Associates Study is incorporated into the Yachats Comprehensive Plan.~~

21. Developments subject to damage or that could result in loss of life shall not be planned nor located in known areas of natural hazards without appropriate effective mitigation strategies. Such strategies shall be attested to by a State of Oregon certified engineering geologist.

2. New construction or substantial improvements in identified flood hazard areas shall have the lowest floor level elevated to or above the 100-year flood level.

3. Low density and open space uses that are least subject to loss of life or property damage shall be preferred uses in flood-prone and steep-sloped areas.

4. The density of development shall be no greater than the slope can safely accommodate.

5. ~~Developers of property where a geotechnical report is required shall be required to post a 100% performance bond guaranteeing that specified conditions will be met and appropriate safeguards provided.~~ ***The City shall follow recommendations in the Lincoln County Natural Hazards Mitigation Plan.***

6. Developments adjacent to the Yachats River shall be planned to minimize any aggravation of the turbidity and seasonal low-flow situation.

7. The City shall address concerns regarding forest activities ~~that might adversely affect the City~~ to the Oregon Department of Forestry.

8. The City shall participate in Community Emergency Response Team (CERT) Programs and will help or take the lead to inform its residents and business owners about preparedness measures.

9. The City shall develop a citywide storm water management infrastructure.

10. The City is committed to supporting the fire district in its fire protection efforts~~, both short and long term~~.

11. The City shall support the Lincoln County Community Wildfire Protection Plan (CWPP) ~~when it is completed and approved~~.

12. The City shall access and utilize federal and other grant dollars to implement measures to protect against natural hazards and disaster.

13. The City shall set realistic expectations to reduce wildland fire risk, prepare for, respond to, and suppress wildland and structural fires.

Proposed Actions

a) The City shall amend the City codes as necessary to reflect best practices related to natural hazard and disaster prevention and mitigation.

b) The City shall prepare and distribute tsunami preparedness information to all residents, property owners and business owners in the City. The City shall make the information available at tourist accommodations ***(vacation rentals)*** and points of interest.

c) The City shall participate in emergency preparedness training drills on a regular basis with other agencies and jurisdictions.

d) Applications for subdivisions, ~~and~~ Planned Unit Developments***, and building permits*** shall include plans for storm water management ~~and a performance agreement, bond, contract or other assurance for completion of the plan~~.

e) Requests for building permits shall include plans for storm water management.

~~f) The City shall, in conjunction with the County, develop a Yachats Community Wildfire Protection Plan (CWPP) in accordance with the Healthy Forests Restoration Act of 2003 and the FEMA Disaster Mitigation Act of 2000. The CWPP will be developed through community effort, based on the twin goals of reduction of wildland fire risk to residents and the environment within the Yachats Urban Growth Boundary (UGB) and a safe work environment for fire suppression forces.~~

~~g. The City shall seek formal government approval of the Yachats CWPP.~~

Goal F. Providing Recreation Opportunities

The City provides access to a range of recreational opportunities for its residents and visitors. The City shall enhance existing facilities and expand services as necessary.

Policies

1. The City shall encourage the development of diverse recreational and cultural opportunities to meet the needs of Yachats.

2. The City shall encourage the state to maintain its parks and beach access areas for the benefit of residents and visitors. Changes in park use or creation of new park facilities shall be reviewed by the City as specified in the Zoning and Land Use Ordinance.

3. The City shall encourage the Oregon Department of Transportation to ~~widen and~~ improve Highway 101 for ***pedestrian and bicycle*** use ~~as hiking and biking trails~~.

4. The City shall support the identification of existing parks and development of additional parks and open spaces.

5. The City shall support and encourage the development of recreation centers for youth and seniors.

6. The City shall encourage the State Fish and Wildlife Department to maintain sufficient stocks of fish in the Yachats River and its tributaries for recreational purposes.

7. The City shall support the continued use of the Yachats Commons and the Community Park to provide for recreational, educational, and open space needs.

8. The City shall maintain and encourage affordable public facilities for recreation.

9. The City shall develop and maintain hiking, walking, and biking trails throughout the community to provide recreation and exercise.

Proposed Actions

a) The City shall maintain a consistent, identifiable logo and signage program for recreational facilities.

b) The City shall require State Park sanitary facilities to be connected with the City sewer and water systems.

Goal G. Control of Urban Growth and Form

The City shall ensure that growth and development within the City's urban growth boundary will be orderly and efficient, and consistent with adopted land use plans.

Policies

1. The City shall contain future urban development within the adopted Urban Growth Boundary.

2. The City shall affirmatively establish, through City Council action, the capability and desire of the City to provide necessary public services to the area before additional lands are considered for annexation to the City or for inclusion in the Urban Growth Boundary.

3. Annexation will require concurrent Comprehensive Plan and Urban Growth Boundary Amendment and a zone change to reflect the action taken.

4. Annexations shall be governed by Oregon Revised Statues, Chapter 222 and the Yachats City Charter. Council decisions shall consider such factors as the City's capacity to provide services and the compatibility with the character of the area.

5. The City recognizes the Lincoln County Board of Commissioners' responsibility under Oregon Revised Statues, Chapter 215, for all planning and zoning decisions in the unincorporated areas of the County. The City reserves the right to request specific information in order to obtain facts on sites outside the City UGB but located within adjacent unincorporated areas.

6. The City shall, through development regulations, ensure that new development shall be of an appropriate scale to retain and enhance the small-town, ocean side character of the Yachats community.

7. The City shall encourage improvement of the community's visual character.

8. The City shall support the preservation of open space on private land through such means as set back standards and limiting lot coverage and encourage the preservation of open space when new subdivisions and planned unit developments are considered for approval.

9. The City shall preserve public views of wetland areas, beaches and stream corridors.

10. The City shall protect the valuable views from Yachats of the ridgelines and forests.

11. The City shall actively pursue the acquisition of additional open space, to include property within the urban growth boundary and also property visible from Yachats.

12. The City shall seek external funding for acquisition of open space.

Proposed Actions

a) The City shall review the sign ordinance.

b) The City shall develop a procedure for accepting donations of private land for public use.

c) The City shall provide regulations, which will limit the building of structures that protrude above primary and secondary ridgelines, or will mitigate the appearance of such structures if prevention is not possible.

d) The City shall develop criteria for the design of unified open space system, rather than a collection of interesting yet unrelated parcels. The development process will include community input.

e) The City shall seek community consensus to implement site and building design standards and the use of other tools such as incentives and grants.

Goal H. Provide for Economic Growth

The City supports and protects businesses that serve the needs of residents and tourists, especially businesses that are locally owned. The City seeks to accomplish this by ensuring the availability of areas to accommodate economic growth and employment at appropriate locations that stimulate a vibrant, distinct and attractive downtown core. To this end, the following policies shall be followed:

Policies

1. The City shall maintain and enhance the economic stability of the City without diminishing the livability of the area.
2. The City shall provide adequate and suitable opportunities for economic growth.
3. The City shall permit home-based businesses that are compatible with residential neighborhood character.
4. The City shall, through development regulations, ensure that new businesses shall be of an appropriate scale to retain and enhance the small-town, ocean side character of the Yachats community.
5. Casino gambling shall not be allowed since it is incompatible with the character of the community.
6. The City shall increase public parking in the downtown area.
7. Activities to improve the visual character of downtown Yachats such as the undergrounding of utilities, face improvement, incentive programs, and encouraging off-street, behind building parking shall be encouraged.

Proposed Action

The City shall review standards for home occupations as a permitted use in residential areas.

Goal I. Provide Adequate Public Services

The City provides ~~residents and business owners with efficient essential public facilities and services. The City also plans for urban services to accommodate future growth. It is the City's goal to provide water and sewer services; storm drains, public safety; and emergency services to the City shall provide urban services in an economically, orderly and environmentally sound manner.~~ ***efficient essential public facilities and services to accommodate future growth including water and sewer services, storm drainage, public safety, and emergency services.***

Policies

1. The City shall provide sufficient quantities of high quality water at adequate pressures to meet the needs of the community. Water quality shall be maintained at a level that meets or exceeds all State and Federal water quality standards.
2. The City shall provide a reliable supply of water to the community through the development and maintenance of an alternate source(s) for use during emergencies or periods of extremely high demand.
3. The City shall promote water saving strategies and techniques. The City shall accomplish this through education, encouragement and, in some cases, requirements for the application of water saving technology.
4. The City shall develop a citywide storm water management infrastructure.
5. The City shall promote a logical, direct, and connected street system through the development of street plans.
6. The City shall identify opportunities to extend and connect streets, provide direct public right-of-way routes, and limit the use of cul-de-sac and other closed-end street designs.
7. The City shall assure that roads and footpaths can be used safely by providing, improving and maintaining effective and efficient street lighting and illuminated traffic signs that contribute to improved environmental standards and community safety.
8. The City shall encourage the formation of local improvement districts (LIDs) for the construction of transportation infrastructure, which may include streets, curbs, or other structures; pedestrian or bicycle facilities and drainage.
9. The City shall require that development projects acknowledge existing conditions and/or hazards which may pose a threat to residents—such as proximity to physical hazards—and the responsibility to mitigate such threats through appropriate site planning, buffering, and other physical design approaches.
10. The City shall encourage utility providers to strengthen, relocate, or take other appropriate measures to safeguard pipelines, underground utilities, transmission lines, and other utility infrastructure in areas subject to elevated natural hazard risk.
11. The City shall maintain an efficient maintenance program to control long-term costs and to establish the most efficient operation of public services.
12. The City shall plan, develop, implement and monitor a comprehensive emergency preparedness and disaster response plan in cooperation with appropriate emergency agencies.
13. The City ***shall*** places a high priority on the rapid and effective identification of properties by public safety personnel and emergency response agencies.

14. The City shall ~~consider the availability of adequate emergency services and~~ require emergency access routes in the approval of developments and subdivisions.

15. The City shall encourage its residents to accept some responsibility for personal safety through emergency medical training in first aid, cardiopulmonary resuscitation (CPR), and similar methods.

16. The City shall investigate the feasibility and desirability of increasing the number of public restrooms.

17. Any current, new or amended water, wastewater or storm water plans shall be incorporated into the Yachats Comprehensive Plan.

Proposed Actions

a) The City shall continue to upgrade the water collection, filtration, storage, and distribution system, through the efforts of the Public Works Department and an engineer.

b) The City shall explore methods of funding storm water management infrastructure, such as System Development Charges.

c) The City shall coordinate with Lincoln County Emergency Services and their public safety policies and procedures.

d) The City shall provide CERT training to City staff and volunteers.

e) The City shall develop an emergency incident plan based on the National Incident Management System (NIMS).

Goal J. Meeting Housing Needs

The City encourages a variety of housing choices in appropriate locations to accommodate a range of needs and incomes ***including the housing needs of local workers***. The City finds that providing opportunities for affordable housing to meet the needs of people of all income levels as a necessary and desirable goal.

Policies

1. The City shall ensure that sufficient vacant and redevelopable buildable land shall be designated for residential uses to accommodate the projected increases in year-round and part-time populations and to provide a choice of housing location, type and price, to meet the needs of the community.

2. Housing development within the City and Urban Growth Boundary shall proceed at a rate commensurate with the City's ability to provide water and sewer service.

3. The City shall encourage participation in available government and private loan or other programs in order to provide for the housing needs of all income levels.

4. The City shall actively encourage opportunities to create affordable housing.

5. The City recognizes that the private sector, as well as the public sector, contributes to and shares in the responsibility of providing adequate housing opportunities for all segments of the population.

6. ***The City strongly encourages developers to make government assisted housing units available to income eligible persons who are employed in the local area workforce on a preferential basis to the extent allowed by law.***

Proposed Actions

a) The City shall develop procedures for accepting property or funds dedicated to affordable housing.

b.) The City shall develop an informational pamphlet for distribution to developers illustrating the needs/benefits of affordable housing in Yachats and encouraging them to participate.

Goal K. Public Involvement in Land Use Planning

The City encourages the public to participate in governmental decision-making processes by providing policies and procedures and access to public information.

Policies

1. The City shall institute a program that enables the community to identify and comprehend relevant issues, obtain public information and participate in public hearings and other forums on issues related to the growth and development of the City.

2. The City shall review its comprehensive plan, inventory data information and applicable ordinances, and determine what revisions and/or additions, if any, are appropriate at least every five years. Review through a public process shall be initiated by the City Planning Commission.

3. The comprehensive plan for the City shall be filed in the City Office and shall be made available to the public at the City Office, ***the online document library,*** and the ~~City~~ ***Yachats Public*** Library.

4. The City shall follow the notice and procedural requirements of the Oregon Public Meetings law.

5. The City shall encourage opportunities for public involvement and networking.

Proposed Action

The City shall continue to use the adopted public involvement plan.

Goal L. Beaches

The City shall work to enhance existing access points to its beaches and protect its beaches from erosion and other degradation.

Policy

1. The City shall, in conjunction with applicable County, State and Federal agencies, prohibit residential, commercial and industrial buildings or development on beaches and along waters of the state.
2. The City shall improve public access to the beach and river shores by acquiring land and easements.
3. The City shall accept donations and dedications of land and easements for public access, open space, and habitat protection.
4. The City shall identify appropriate sites for emergency and public access to the beach.
5. The City shall investigate a diverse range of beach access types (pedestrian, official vehicular, view) and a range of amenities (parks, walkways/boardwalks, street ends) while maintaining a balance between resource protection and human use.

Goal M. Transportation

The City shall ensure that automobiles, bicyclists and pedestrians can move safely and efficiently to destinations within and beyond Yachats.

Policies

1. The City shall ensure that designated parking areas are maintained in the downtown core.
2. The City shall maintain all City streets to ensure safe passage and emergency access.
3. The City shall require future developments to provide safe, well-marked pedestrian ways that do not conflict with vehicular traffic.
4. The City shall require future developments to provide adequate off-street parking.
5. The City shall require streets created by land divisions to tie into existing and anticipated road systems to provide for cross-circulation.
6. The City shall cooperate with the Oregon Department of Transportation in the development and implementation of their Highway Improvement Program for projects within the Yachats urban growth boundary.
7. The City shall explore options to increase public parking.

8. The City shall explore options to improve traffic flow.

9. The City shall encourage and support alternative transportation where safe passage can be maintained.

10. The current Village Circulation plan and any new or amended plans are incorporated into the Yachats Comprehensive Plan.

IV. Plan Maps

The attached maps depict the preceding policies through identification of land use designations. The City shall use the maps along with the policies to guide decisions pertaining to land use and development within the Urban Growth Boundary. The maps establish long-range land use patterns for the City and represent the City Council's best attempt to accommodate residents' and landowners' input.

V. Definitions

Affordable Housing. As defined by the U.S Department of Housing and Urban Development (HUD).

Coastal Shorelands. Those areas immediately adjacent to the ocean, all estuaries and associated wetlands, and all coastal lakes.

Development. The result of bringing about growth; of constructing or altering a structure, conducting a mining operation, making a physical change in the use or appearance of land, dividing land into parcels; or of creating or terminating rights of access, vegetation removal and/or any construction or placement of facilities on that site.

Estuary. A body of water semi-enclosed by land, connected with the open ocean, and within which salt water is usually diluted by fresh water derived from the land. The estuary includes; (a) estuarine waters (b) tidelands (c) tidal marshes and (d) submerged lands. Estuaries extend upstream to the head of tidewater. In Yachats, all of the waters of the Yachats River within the City limits and urban growth boundary are defined as estuary.

a. **Natural Estuary.** Estuaries lacking maintained jetties or channels without adjacent urban areas that have altered shorelines (shorelines with bulkheads, riprap or other physical structures). Shorelands around natural estuaries are generally used for agriculture, forest, recreation and other rural uses. They usually have little developed area for residential, commercial or industrial uses.

b. **Conservation Estuary.** Estuaries lacking maintained jetties or channels but which are within, or adjacent to, urban areas which have altered shorelines adjacent to the estuary.

Low Density Residential. Residential units at a concentration of less than one unit per two acres.

Management Unit. A discrete geographic area, defined by biophysical characteristics and features, within which particular uses and activities are promoted, encouraged, protected or enhanced and others are discouraged restricted or prohibited.

Natural Hazards. Natural events are known to result in death or endanger the natural or built environment. These may include river and ocean flooding, weak foundation soils, landslides, erosion, etc...

Open-space: Open-space Land is any parcel or area of land or water that is essentially unimproved and devoted to an open-space use as following:

a. Open space for the preservation of the natural resources including, but not limited to, areas required for the preservation of plant and animal life, including habitat for fish and wildlife species; areas required for ecologic and other scientific study purposes; rivers, streams, bays, and estuaries; and coastal beaches, banks of rivers and streams, and watershed lands.

b. Open space used for the managed production of resources.

c. Open space for outdoor recreation, including but not limited to, areas of outstanding scenic, historic, and cultural value; areas particularly suited for park and recreation purposes, including access to beaches, and rivers and streams; and areas that serve as links between major recreation and open-space reservations, including utility easements, banks of rivers and streams, trails, and scenic highway corridors.

d. Open space for public health and safety, including, but not limited to, areas which require special management or regulation because of hazardous or special conditions such as earthquake fault zones, unstable soil areas, flood plains, watersheds, areas presenting high fire risks, areas required for the protection of water quality and water reservoirs, and areas required for the protection and enhancement of air quality.

Overstory. The canopy is the uppermost level of a forest, formed by the tree crowns. Canopy trees refers to the trees in a forest which form the canopy. The uneven layers of the canopy is formed by both dominant and co-dominant trees.

Public Facilities & Services. Projects, activities and facilities that the City determines to be necessary for the public health, safety and welfare. These can include water and sewer service, streets, storm drains, police protection, parks and open space, library services, etc....

Understory: The area of a forest which grows in the shade of the emergent or canopy forest canopy. Plants in the understory consist of a mixture of seedlings and saplings of canopy trees together with understory shrubs and herbs.

Seasonal low-flow. Minimum flow in a river during the dry periods of the year.

Turbidity. The cloudiness or haziness of a fluid caused by individual particles (suspended solids) that are generally invisible to the naked eye.

Urban Growth Area. That area between the City limits and the Urban Growth Boundary.

Urban Growth Boundary. The geographical limits within which urban growth will be contained.

View Shed. A view shed is an area of land, water and other environmental elements that is visible from a fixed vantage point. The term is used widely in such areas as urban planning, archaeology, and military science. In Urban Planning, for example, view sheds tend to be areas of particular scenic or historic value that are deemed worthy of preservation against development or other change. The preservation of view sheds is a goal in the designation of open space areas, green belts and community separators.

Yachats City Council Vision

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

CITY OF YACHATS

CITY COUNCIL MEETING

441 Hwy 101N, Yachats Commons, Room 1

Wednesday, February 20, 2019 at 6:00pm

AGENDA

I. Announcements, Correspondence and Proclamations

II. Public Comment **(topics not listed on the agenda:** 5-minute limitation per person)

III. Consent Agenda
- A. January Minutes
- B. Resolutions Memorializing Council Action

IV. New Business:
- A. Resolution Proposed Amendments to the City Charter
- B. Resolution Appointment of Budget Officer
- C. Resolution Appointment(s) to the Budget Committee
- D. Public Input on Increase in Transient Lodging Tax

V. Reports
- A. Financial Report
- B. Council Reports
- C. City Manager Report

VI. Other Business
- A. From Mayor
- B. From Council
- C. From Staff

This meeting is open to the public and all interested persons are invited to attend. This meeting will be audio taped. All items to be considered by the Commission must be submitted to City Hall no later than one week prior to the meeting. Minutes of all public meetings are available for review at City Hall, or on the City website at www.yachatsoregon.org. In accordance with ORS 192.630, City of Yachats will make a good faith effort to provide accommodations for any person desiring to attend a public meeting, if the request is made at least 48 hours in advance of the meeting time. The meeting room is physically accessible to persons with mobility devices; a sign language or foreign language interpreter may be available, with advance notice. Call City Hall at 541-547-3565 or Oregon Relay 1-800-735-2900 (TDD) two days in advance.
POSTED February 7, 2019

DRAFT