

1. City Council Agenda

Documents:

[2019-10-02 Cc\\_Ws\\_Agenda .Pdf](#)

2. City Council Meeting Materials

Documents:

[2019-10-02 Review Of Council Goals.pdf](#)

[2019-10-02 Property Identification.pdf](#)

[2019-10-02 OVD Lot Transfer-Potential Uses.pdf](#)

[2019-10-02 Domestic Violence Awareness Month.pdf](#)

[2019-10-02 Angell Job Corp.pdf](#)

[2019-10-02 Review Of Housing Suggestions.pdf](#)

[2019-10-02 City Hall ITB.pdf](#)

[2019-10-02 Review Council Days-Times.pdf](#)

[2019-10-02 TSP Community Survey.pdf](#)

[ORD 362 Elimination Of License Cap Sunset DRAFT 2019-10-02.Pdf](#)



## CITY OF YACHATS

### CITY COUNCIL WORK SESSION & REGULAR COUNCIL MEETING

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

**Wednesday, October 2, 2019 at 9:30am**

#### **WORK SESSION AGENDA**

- I. CALL MEETING TO ORDER
- II. WORK SESSION DISCUSSION TOPICS
  - A. Review 2019 Council Goals
  - B. Property Identification for emergency situations, watershed protection and water security
  - C. Discussion of potential uses for Lot between Marine and Aqua Vista in accordance with 804 Settlement Agreement

**Executive Session held pursuant to ORS 192.660(2)(f) to consider information exempt by law from public inspection**

#### **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
- IV. New Business
  - A. Angell Job Corp      Guest: Brian Wilson
  - B. Review of Housing Suggestions from Lincoln County Housing Plan
  - C. Vote: City Hall ITB Authorization
  - D. Council Meeting Times/Days of Week
  - E. TSP Community Survey Discussion
- V. Public Hearing
  - A. Ordinance: Elimination of License Cap Sunset
- 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 September 25, 2019**

#### *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 Council Action Item Cover Sheet**

DATE: October 2, 2019

### **Agenda Item:**

Council Goals

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### **Question Before Council:**

Review of Council Goals

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### **Person/Group Initiating Request:**

Mayor Moore

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### **Item Summary/Background:**

Review Council Goals and set priorities if desired.

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## **2019 Council Goals**

Revised: January 3, 2019

### **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 not only cares about 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.

### **MISSION**

- Provide for the effective governance of the City of Yachats
- Improve administrative processes to maintain and surpass previous high standards
- Improve City infrastructure
- Provide/facilitate opportunities for self-growth, education and participation in programs/projects to enhance quality of life
- Foster "Seventh Generation" thinking

### **GOALS**

#### **Goal 1: New staff and organization / Office location**

- Explore best options for expanding / improving City office space
- Complete job descriptions and salary ranges for all positions

#### **Goal 2: Complete transition for City website and accounting functions**

- Contract with provider for implementation of new website
- Purchase better accounting / billing / licensing software that can be integrated with each other

#### **Goal 3: Infrastructure / Maintenance schedule for City buildings**

- Develop maintenance schedules for all City owned structures
- Do a needs assessment for short term capital needs for all City owned structures
- Establish reserves for replacement of equipment
- Have an energy audit performed on all City buildings as needed

#### **Goal 4: Revise City Charter**

- Finalize recommended Charter revision to incorporate the City Manager function
- Educate the public on the reasons for the Charter revision
- Put Charter revision on the May 2019 ballot

#### **Goal 5: Revise Administrative Policies and Municipal Code**

- Revise all Administrative Policies to incorporate the City Manager function and other revisions as deemed appropriate
- Get input from all City Commissions on revisions they feel are appropriate for the Municipal Code
- Modify Municipal Code as deemed appropriate
- Consider sign and lighting ordinances



## **2019 Council Goals**

**Revised: January 3, 2019**

### **Goal 6: Emergency Preparedness**

- Obtain recommendations from the Emergency Preparedness Committee for capital spending requirements
- Consider purchasing a third container for emergency supplies
- Consider purchasing one or two storage facilities for hotel surplus blankets and towels for emergency supplies
- Pursue additional options for ingress and egress in emergency situations

### **Goal 7: Complete the transfer of Ocean View Drive from the County with public input**

- Establish directional flow of traffic
- Create separate paths for vehicles and pedestrians
- Continue to explore feasibility of building a boardwalk on Ocean View from Beach Street to 101 and any other publicly supported structures

### **Goal 8: Fiscal Responsibility**

- Establish CIP funding priorities in first quarter for the year
- Establish a plan to increase our reserves based on input from the Finance Committee
- Consider new sources of revenue as well as increased revenue from existing sources
- Note any revenue that has not been paid and consider best options

### **Goal 9: Review Vacation Rental Ordinance as proscribed in the current temporary ordinance**

- Obtain staff, citizen, and vacation property owner / manager input on impact the last two years

### **Goal 10: Protect Natural Resources**

- Analyze options for an ordinance or code change to encourage reduction of plastics and Styrofoam in the community.
- Obtain input from merchants and citizens on plastic and Styrofoam reduction
- Explore energy-saving measures, available grants, and partnerships
- Consider ordinance regarding the removal of trees
- Identify properties important for view shed and ridge line protection as well as for our watershed. Consider what legislative actions might be helpful and what other strategies should be considered."
- Review options for minimizing light pollution within the City
- Explore a process for considering the impact of climate change

### **Goal 11: Smart City**

- Create a small group to familiarize themselves with what is happening in small communities in the area of smart cities to suggest how this concept might enhance the spirit of Yachats



## **2019 Council Goals**

**Revised: January 3, 2019**

### **Goal 12: Smooth tourism revenue**

- Explore partnerships with economic development and tourism organizations like Travel Oregon
- Explore the relationships other small cities have with their Chamber of Commerce to see how we can work more productively together
- Explore options for choosing public art and other enhancements in Yachats

### **Goal 13: Explore options for community involvement**

### **Goal 14: Community Health**

- Explore opportunities and continued partnerships to support the health of the community
- Consider accessibility when exploring new policies

### **Goal 15: Water security**

- Explore funding options for additional water storage
- Explore locations for additional water storage
- Examine our water retention and strive to keep retention at a minimum of 95% in evaluating our distribution efficiencies through the updated water master plan.
- Explore options for acquisition of watershed properties adjacent to our water sources to achieve raw water storage opportunities, and improve fish and wildlife habitat honoring Yachats vision of protecting natural resources

### **Goal 16: Work force housing**

- Consider polling all employees within Yachats who live outside City Limits on what they would need in terms of housing to move into Yachats.
- Investigate the possibility of some of our larger employers investing in housing to rent to our work force
- Investigate grant funding and continued regional partnerships with the county and other municipalities for work force housing



## **City Council Action Item Cover Sheet**

DATE: October 2, 2019

### **Agenda Item:**

Property identification for emergency situations, watershed protection, and water security

### **Question Before Council:**

Council Goals 6 and 15

### **Person/Group Initiating Request:**

Council

### **Item Summary/Background:**

Discussions of properties that have potential to impact Goals 6 and 15

## **City Council Action Item Cover Sheet**

DATE: October 2, 2019

### **Agenda Item:**

Discussion of potential uses for Lot between Marine and Aqua Vista in accordance with 804 Settlement Agreement

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### **Question Before Council:**

Discussion

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### **Person/Group Initiating Request:**

City Manager per 804 Settlement Agreement

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### **Item Summary/Background:**

Review Memo from Larry Lewis and Lincoln County Housing Plan. Discuss potential options.

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July 16, 2002

To: Mayor Corbin  
Mike Dowsett, City Attorney

From: Larry Lewis, City Planner

Re: PEDESTRIAN TRAIL: MARINE DRIVE TO AQUA VISTA LOOP

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The attached plan shows a 10 foot wide easement on the west sides of the two lots.

Note the additional easement area in the northwest corner of Lot 2700 in order to have a curved pathway. This easement area could be reduced by creating 90 degree turns but would not be as functional or nice as the curved pathway.

According to the tax map, the dimensions of Lot 2700 are 120x50 feet. Therefore, the total square footage of the easement on Lot 2700 is 1,400 square feet (the 10x120' area along the western edge plus an additional 200 square feet in the northwest corner).

According to the tax map, the dimensions of Lot 1403 are 100x70 feet. Therefore, the total square footage of the easement on Lot 1403 is 1,000 feet (100x10').

The attached plan also shows a building footprint on Lot 2700 that has the maximum 30% lot coverage allowed in the R-1 zone. The building footprint is approximately 1,800 square feet with dimensions of 32x56'. This includes a 20 front yard setback, 10 and 5 foot side yard setbacks, and 44 foot rear yard setback.

Please contact me if you request additional information.

10' EASEMENT

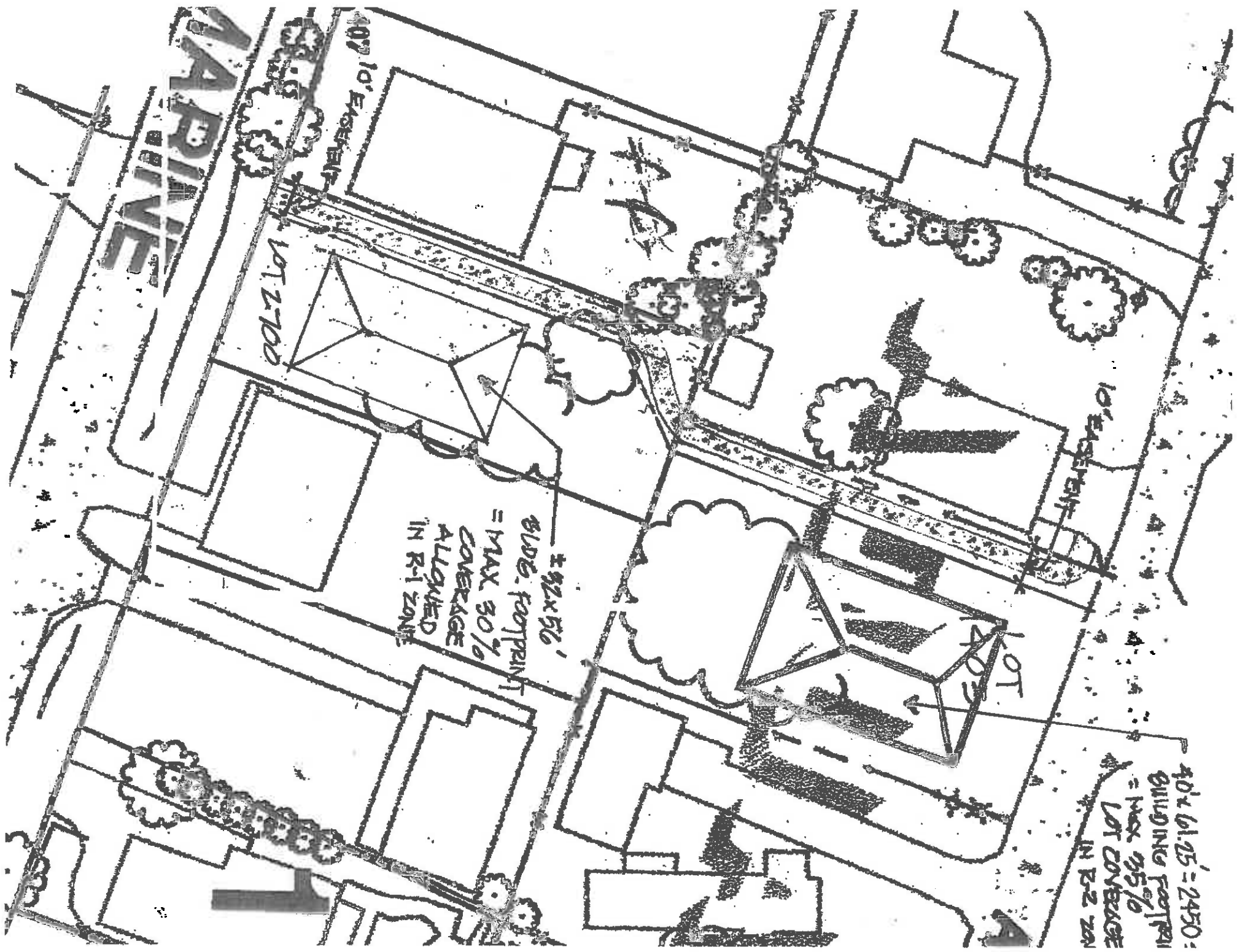
LOT  
1403

± 32' x 56'  
BLDG. FOOTPRINT  
= MAX. 30%  
COVERAGE  
ALLOWED

407 10' EASEMENT

LOT 2700

14 RIVE



DRIVE

10' EASEMENT  
LOT 2700

± 32' x 56'  
BLDG. FOOTPRINT  
= MAX. 30%  
COVERAGE  
ALLOWED  
IN R-1 ZONE

LOT  
40x50

40' x 61.25' = 2450:  
BUILDING FOOTPRINT  
= MAX. 35%  
LOT COVERAGE  
IN R-2 ZONE





## City of Yachats

# PROCLAMATION

**WHEREAS**, the crime of domestic violence violates an individual's privacy and dignity, security and humanity, due to systematic use of physical, emotional, sexual, psychological and economic control and/or abuse; and

**WHEREAS**, domestic and sexual violence crosses all social groups; but people who are women, transgender, LGBTQ, poor or working class, Native, of color, immigrant, non-English speaking, disabled, young, elderly, or otherwise marginalized not only shoulder the burdens of oppression but also experience high rates of domestic violence; and

**WHEREAS**, the impact of domestic violence is wide ranging, directly affecting the health and wellness of individuals and society as a whole, here in this community, throughout the United States and the world; and

**WHEREAS**, preventing interpersonal violence is not only possible but is our collective responsibility, and prevention requires significant changes to our social norms regarding gender roles, strength, sexuality, relationships, and the normalization of violence; and

**WHEREAS**, a coalition of organizations has emerged to directly confront this crisis, including advocates, law enforcement officials, health care providers, the clergy and other concerned individuals are helping in the efforts to end domestic violence.

**NOW, THEREFORE**, in recognition of the important work done by My Sisters' Place and other domestic violence service providers, the members of the Yachats City Council do hereby proclaim the month of October, 2019, as **Domestic Violence Awareness Month** in Yachats, and we urge all citizens to work with these invaluable community agencies to help alleviate this problem in our community.

**Dated** this \_\_\_\_ day of October, 2019

W. JOHN MOORE, Mayor



# The Angell Tide



Volume 2, Issue 2

Winter 2019

USDA Forest Service

## Facing the Fire

Photos by Jothan McGaughey, story by Marian O'Halloran



Above: Kevin Kawasaki on the last day of fire school, preparing to apply hand line and mop up techniques with the Siuslaw crew. Below: Crystal Woodbridge, Marian O'Halloran, Christopher Corral-Diaz, Kevin Kawasaki, and Gabriel Hinders of Angell with the Siuslaw crew at the 2019 fire school in Sweet Home, Oregon.

The 2019 fire season started early for a group of fire fighter type 2 qualified students at Angell Job Corps. Beginning in early April through the end of May, two groups of four students were invited over to the Mid West to participate in prescribed burns. They went to several different states, including Illinois, Missouri, and Michigan.

During these burns, they had the opportunity to observe fire behavior, and learn the fundamentals of fire fighting. They learned some of what goes into prepping a unit for a burn, sawyer and swamping procedures, lighting techniques, mop up, and post burn monitoring. One group got called to respond to wildfire incidents in Illinois in April. With this being the first introduction to fire for the students, it presented an ideal opportunity to get dialed into the challenges and hazards of a fire within a relatively controlled environment.

In addition to this, three students completed fire school on June 28th, each becoming a fully qualified fire fighter type 2. July will find another group of students completing their initial credentials and moving on to the next stages of their training. Everyone has displayed extraordinary attitude and expressed their excitement for this next chapter in life.

We have two students, Jose Espinoza and Alex Kintaro, who are going into their second year of wildland firefighting, while another student, Omar Alvarez, was recently called out on a fire detail. Several of our students have communicated their interest in applying for a firefighter apprenticeship upon graduation.

With the fire danger increasing, everyone is aware of the hard work ahead and taking steps to ensure all preparations are made to maintain the safety and effectiveness of the crew.

Bottom middle: Oscar Villasenor mopping up on a prescribed burn in Sault Ste. Marie, Michigan. Bottom right: Sierra Libel during a prescribed burn in Sault Ste. Marie, Michigan.



## The Reel Deal

Photos by Peter McCarthy and Mikell Sumerau, story by Marian O'Halloran

During the spring months, students of Angell Job Corps Fishing Club and the Honor Guard have participated in three different fishing derby events. General Pacific and the Oregon State Fish and Wildlife Department requested a group of students to assist with setting up and running the events.

Throughout each of the days, the Honor Guard students helped with setting up stations, running a practice area for pole casting, baiting the lines for the kids, as well as directing the parking. The Fishing club worked on maintaining the fishing equipment, teaching casting techniques, cleaning the fish after they were caught, and providing information about some of the native fish and wildlife.

This was a great time for interacting with the community in a relaxed and productive manner. These events also provided the fishing club with time around the water, expanding their knowledge base. All around, it was a great time and we look forward to helping at the events again next year.

*Top right: Students Daniel Kea, Joshua Waltrip, and Anthony Lopez, and staff Jeff Bolles setting up for the fishing event. Bottom right: Joshua Waltrip and Jeff Bolles helping to pull the fishing net up out of the water. Below: Student Jesse Fox helping the participants of the fishing derby pull their fish in from the water.*



## Alsea Clean Up

Photos and story by Mikell Sumerau

On the 28<sup>th</sup> of April the Honor Guard answered the call for help from the Oregon State Police as well as the Oregon State Fish & Wildlife Department, to assist with an area clean up around the Blackberry Park area of the Alsea River. Eight of the active member of the Honor Guard along with staff reported early Sunday morning to help. The Honor Guard were assigned the area of Mile post 19 working south to mile post 15. During the event the



Honor Guard were able to fill the truck with litter from the road as well as illegal dump sites along the 4 mile stretch. The Oregon Fish and Wildlife Department stated that the event would not have been a success without the help from the Honor Guard.



*Above: Angell students, Johnathon Catron, Dustin Rizzo Matthew Wright-Rendon, Jeremy Norton, Joshua Waltrip, Dylon Chambers, Cameron Murrel-Byrd, and Jesse Fox as well as members of the Oregon Fish and Wildlife Department. Left: Angell students clearing the roadside of all trash and debris.*

## Luuau-king Good

Photos by Mike Nelson, story by Marian O'Halloran

At the end of May, Cultural Diversity celebrated the traditions of the Asian/Pacific Islander heritage. They did this by collaborating with the Recreation department, who set up and hosted a luau and talent show. The dining hall prepared themed meals for them. Everyone had a great time socializing and showcasing their unique talents.

This is just one of the many things Cultural Diversity does each month to celebrate differences in every area.



*Above: Alex Kintaro playing the ukulele at the Cultural Diversity sponsored luau. Below: Leo Sostin, Anthony Wing, Benjamin Joseph, Alex Kintaro, Kristian Zafranco, Sidney Malapad, and Nate Munoz performing the Haka.*



## Vocational Olympics

Photos by Diana Morgan, story by Marian O'Halloran

On May 17th, Y2Y put together the 2019 Vocational Olympics. Each trade chose an obstacle course, including a fireman carry from Urban Forestry, spear toss from plumbing, cinder block toss from Masonry, car push from auto, staff vs. student basketball, and dodgeball. There was also a tug of war match where different trades



teamed up together. These obstacles were open to both staff and student alike and served to build comradery between the trades. The overall winner of the vocational Olympics was Roscoe Hankinson, a student of Masonry.

*Above: Staff vs. student basketball, with staff John Keenoy, Jesus Valencia, and Matthew Hamilton, and students Anthony Wing, Leo Sostin, and Jose Espinoza. Below: Jonathan Catron, Alex Kintaro, John Villarosa, Nate Munoz, Amado Sosa, Donnie Rodgers, Alishea Frank, plumbing instructor John Keenoy, and unknown students during trade tug of war.*



## Season's Close

Photos by Stina Mangie, story by Marian O'Halloran

On April 27th, Angell's basketball season closed out with the annual Oregon Classic Basketball Tournament, hosted by Angell. During these tournaments,



*Right: Josiah Barney, Donnie Rodgers, and unknown Timberlake students. Above: Donnie Rodgers, Joyful Suda, Roscoe Hankinson, Josiah Barney, and unknown Timberlake students.*

every Job Corps center within Oregon is invited to send their teams to our center. This year found Timberlake victorious, with Angell following in second, and Wolf Creek third. The staff and students of Angell, as well as a group from each of the centers all showed up to support their teams. The teams all showed sportsmanship and respect to each other, having a great season all around. We look forward to next year, aiming to claim the championship! Thank you to Mike Nelson and Tim Ferguson for all the dedication they put into coaching our team.



## Open Doors, Open House

Photos by Andrea Summerlin, story by Marian O'Halloran

On April 4th, Angell hosted an open house event. Members of the community, DESI admission counselors, CTS workers, military recruiters from multiple branches, DHS permanency workers, and members of the Lincoln County justice department all showed up to take part in the event.

Our Center Director, Bryan Wilson, gave an introduction, presentation, and held a meet and greet. Different groups on center, such as the Honor Guard program and Youth to Youth (Y2Y) stood up to communicate what their role is on center and talk about the day to day center life. Angell's Traditional West African Drum Club gave an incredible performance, even opening up their drums for others to participate after the performance.

Staff around center prepared different dishes and deserts to provide lunch for all our guests. During lunch, Mr. Wilson spoke with everyone about future collaboration opportunities with the community. One

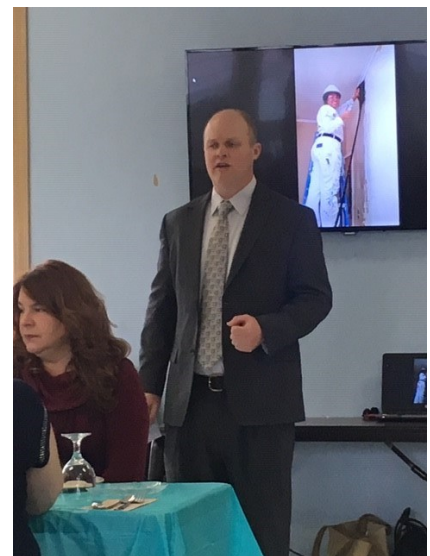
of the admission counselors, Leslie, introduced two students she had recruited to Angell, who shared their background and story since coming to Angell. After lunch, students from Honor Guard, Y2Y, and the Student Government Association (SGA) held tours for anyone who wanted to see the dorms, vocation areas, education, and recreation areas.

It was a great experience and we plan to host one again this fall.

*Top right: Sidney Malapad and Alex Kintaro from the West African Drum club. Amanda Burchum, Cameron Murrel-Byrd, and Dustin Rizzo from the Honor Guard. Sierra Libel, Roger Lackey, and Darian Farnworth from Y2Y.*



*Middle right: Center Director, Bryan Wilson giving a presentation. Bottom right: Zack Tinder, Jason Brugger, Mat Listy, Bryan Wilson, Tissi Snelson, Alex Kintaro, and Sidney Malapad after the West African Drum Club performance. Top left: Staff Diana Morgan and Rob MacGregor giving a presentation before lunch. Bottom left: Zack Tinder, Jason Brugger, Mat Listy, Benjamin Joseph, Alex Kintaro, Tissi Snelson, and Sidney Malapad during the West African Drum Club performance.*



## Students Celebrate Mental Health Awareness Month

Photos and story by Andrea Summerlin

During the month of May, students participated in various activities and events in support of Mental Health Awareness Month. Nearly 1 out of every 5 United States adults experiences a mental health issue each year, according to the National Alliance on Mental Illness (NAMI).

Despite the apparent prevalence of mental health issues, stigma and a variety of other barriers continue to block thousands of people from receiving the mental health care they need.

Ten students attended the Yachats City Council meeting on May 14<sup>th</sup> and accepted a proclamation for Mental Health Awareness Month. MJ Jennings spoke eloquently about their personal experience and how staff have helped them adjust to challenges. Students were well received in a packed room as Mayor John Moore recognized the contributions of Angell.

On May 20<sup>th</sup>, a discussion was held with several small groups of students by Jodie Pereira of Oregon Family Support Network (OFSN). She spoke about accessing resources and finding support if one is dealing with a mental health issue. Mental health is essential to overall health and it is important to know that mental illnesses are common and treatable.

The TEAP Specialist, Andrea Summerlin, and Center Mental Health Counselor, Patty Frazier, sponsored a table during lunch on May 23<sup>rd</sup>. Many students stopped by to ask questions and pick up journals, pins, green ribbons, keychains, and other items that promote mental health.

Tuesday, May 28<sup>th</sup> was Wear Green day and the TEAP Specialist recognized those who participated with small prizes. The last activity was on May 30<sup>th</sup>, when the movie, "Searching for Sugar Man" was shown in the SUB. A discussion was held about accepting individuals and how one person can help change things. Students were treated to snacks and materials.

Maintaining healthy habits and an active lifestyle are some effective ways to promote better emotional health and well-being. Emotional support animals may help people recover from trauma as well as cope with a variety of other mental health symp-



Top right: Staff Andrea Summerlin and student MJ Jennings giving a presentation on mental health. Bottom right: Andrea Summerlin and Patty Frazier running a table with information and resources. Bottom left: Harley Pearce, Jordan Duncan, Cameron Davison, Andrea Summerlin, Cody Bonnell, Jacob Sindt, Andrew Fabela, Rjay Serious, MJ Jennings, and Benjamin Joseph.



toms. Keeping close, affectionate relationships is another way to boost brain health. Research suggests that making leisure time a priority may increase one's likelihood of having good mental health.

The focus of Mental Health Awareness Month 2019, says Mental Health America, is to expand upon last year's theme of #4Mind4Body and take it to the next level, as we explore the topics of animal companionship (including pets and support animals), spirituality, humor, work-life balance, and recreation and social connections as ways to boost mental health and wellness.

The mental health awareness month campaign is about change—change for the *better*. Whether that's a change in strengthening our mental health, increasing our support systems, or bolstering our coping strategies, the TEAP Specialist and CMHC will continue collaborating with staff members and partners at maintaining a caring and supportive community at Angell Job Corps.

## Uphill Battle

Photos by Jothan McGaughey, story by Marian O'Halloran



On June 19th, Garritt Craig, the deputy ranger out of Reedsport contacted Angell, requesting help clearing a two mile trail north of the Devils Churn. The problem with the trail was that the black top asphalt was old and had suffered significant damage over time. In addition,

there was a section on the uphill side of the trail that had endured a landslide and was covered in dirt. 8 of our fire crew students spent 4 days and 132 hours getting the trail to the specs that were requested. This entailed uphill work digging the trail out, low stumping dead trees and stumps along the edge, and clearing the trail so a contractor can get in to repave it. They had an excellent attitude and worked hard to complete their task.

*Left: Students Omar Alvarez, Sierra Libel, Jonathan Catron, Oscar Villasenor, and Donnie Rodgers hiking along the trail they cleared. Below: Omar Alvarez, Jonathan Catron, Sierra Libel, Oscar Villasenor, and Donnie Rodgers north of the Devils Churn at the end of the work day.*



## Outdoor Reprieve

Photos by Mike Nelson, story by Marian O'Halloran

On June 7th, Angell's recreation department sponsored a camping trip for the students at Canal Creek. With a lot of students seldom having had the opportunity for outdoor adventures growing up, it was a great experience. During the day, they played badminton and volleyball, sat by the creek, and went on 2 mile hike one day, seeing wildlife and enjoying the view. During the evening, they played hide and seek until it got dark, where they sat by the fire sharing stories and getting to know each other. Some of the leaders on

center took the opportunity to talk about different ideas for strengthening leadership on center.

All of the students were helpful and stepped up to get jobs done when they needed to. Dustin Rizzo and Madison Hansen took charge of cooking meals for everyone and cleaning up afterwards. Everyone was respectful and enjoyed the rejuvenating nature of the outdoors.

This being the first camping trip of the season, there will be another one in July and again in August.

*Bottom left: Staff Crystal Woodbridge and Mike Nelson, and students, Dustin Rizzo, Madison Hansen, Jared Cudney, Alex Kintaro, Mackenzie Johnson, Darrien Smith, Devin Thompson, Ney Uk San, Shane Butterfield, Caleb Anderson, Charles*



*Lindsey, Cameron Murrell-Byrd, Zack Tinder, and other students. Bottom right: Dustin Rizzo and Charles Lindsey. Top right: Evening camp fire.*



## Rock and Gem Show

Photos by Mikell Sumerau, story by Marian O'Halloran



Top left: Devin Thompson helping the center booths organize during set up. Bottom left: Zack Porter, Cody Bonnell, and Cameron Murrell-Byrd helping booths during set up of the Rock and Gem show.



In May, the Angell's JROTC based program, Honor Guard volunteered at the Rock and Gem show in Newport. They arrived early on May 24th to help load the truck up with all needed equipment and material, then proceeded to set all the tables and equipment up for the event upon arrival at the venue.

A group of students went back on May 26th to break everything down, load the truck back up, clean the venue, and help put everything away in its original location.

When everything was set up, they got a first look at all the beautiful rocks and gems at each booth. This is an event that they volunteer at every year and always do an outstanding job in their hard work and attention to detail.

Top right: Jeremy Adams helping one of the booths in setup. Bottom right: Cameron Murrell-Byrd, Cody Bonnell, and Zack Porter helping to unload the truck at the end of the event.



## Featured Student: Jose Espinoza

Photo by Alex Bazan, story by Marian O'Halloran

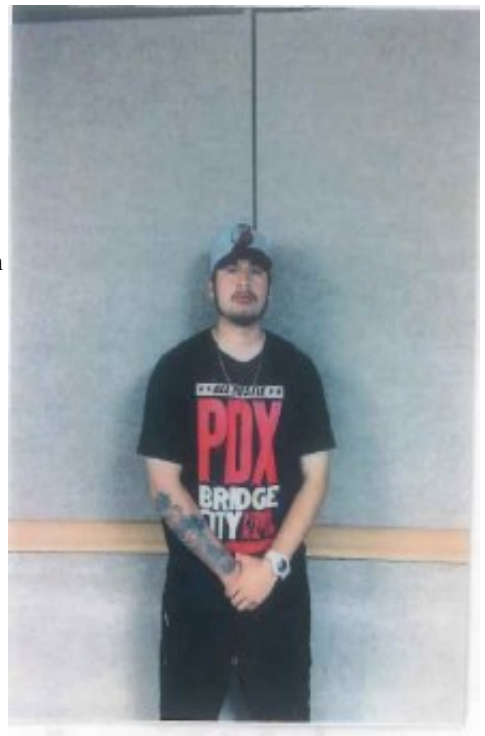
Jose Espinoza has been a student of Angell Job Corps since March of 2018. Growing up in Beaverton, Oregon, he completed his education between high school and a military school, Oregon Youth Challenge Program. He had been introduced to Job Corps by one of his teachers, and was encouraged by his father to pursue further education and trade skills.

Shortly after arriving on center, Mr. Espinoza reached the highest Orca phase and joined leadership, both in the dorms and in recreation. Quickly rising to dorm captain in the dorms, he proved effective at holding his leaders accountable and ensuring the responsibilities are divided and maintained equally. He simultaneously held a leadership position in the recreation department. Whenever he was given a task and a team of people, the task would be carried out seamlessly, with the entire team operating together to accomplish it.

A few months after being on center,

Espinoza joined the fire crew and proved himself to be a hard worker and dedicated crewmember. Going out on several fires during the summer, he expanded his credentials and developed an appreciation for that environment. Espinoza currently has a job lined up within his trade field of auto mechanics, but has expressed interest in applying for a firefighter apprentice position upon graduation. He is also interested in developing his sawyer abilities, learning the science behind fire, and exploring the structural side of firefighting.

Throughout his time here, he has learned communication tools that allow him to look past differences and find neutral ground. He has learned how to look past the immediate at the bigger picture ahead of him. His dedication and perspective will serve him well in his future. Moving forward, he would like for current and future students to remember that if they pursue leadership, it is important to remove the position itself and speak one-on-one.



## **City Council Action Item Cover Sheet**

DATE: October 2, 2019

### **Agenda Item:**

Review of Housing Suggestions from Lincoln County Housing Plan

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### **Question Before Council:**

Discussion Of Memorandum provided by City Planner, Dave Mattison

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### **Person/Group Initiating Request:**

Council

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### **Item Summary/Background:**

Discussion of presented options for affordable housing in context with Lincoln County Housing Study

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# memo



**To:** Yachats City Mayor and Council Members  
**From:** Dave Mattison, City Planner *DM*  
**Date:** August 27, 2019  
**Re:** Pros and Cons and Resolutions towards Lincoln County Housing Study Recommendation

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The Lincoln County Housing Study recommended five (5) changes to City code to provide additional options for housing development in the City of Yachats. These possible recommendations were discussed with the Planning Commission members at the August meeting to provide a collective response and additional feedback. During the Planning Commission discussion, there were concerns with a loss of community character and there was an emphasis on further community surveying to further identify community housing needs. Below I have listed each recommendation with the pros and cons and possible resolution to each recommendation.

## Strategy and Recommendation

- 1) Increasing Housing Types Allowed – Consider allowing duplexes in the R-1 Zone, triplexes in the R-2 Zone.  
Pros: Allows for more housing options in the City.  
Cons: Parking Congestion, Increased Water demands, Not the intent of the R-1 Zone in the Comprehensive Plan.  
Resolution: allow duplexes in the R-1 Zone and triplexes in the R-2 Zone as a conditional use. This would allow the Planning Commission to make decisions to allow a higher density and a greater intensity of the use onsite based on a site-by-site basis.
- 2) Increasing Density/Decreasing Minimum Lot Sizes – Consider Reducing minimum lot size and size for additional units for multi-family in R-3 and R-4.  
Pros: Allows for more lots for residential development in the City.  
Cons: Many residential lots are already smaller than the current minimum lot size of 5,000.  
Resolution: No change is necessary. Many land use requests for smaller lot sizes are already handled through Planned Unit Developments.
- 3) Allow for the Provision of Accessory Dwelling Unit (ADU) Requirements – Allow in all zones where SFD's are allowed and adopt specific standards.  
Pros: Allows for more housing options in the City currently in the R-4 and C-1 Zones.  
Cons: A number of issues were identified during the discussions that the Planning Commission believed must be addressed before moving forward to allow ADU's (See attached memo).  
Resolution: Require that an owner reside in the ADU or primary home,

require minimum lot sizes for the erection of an ADU prohibit ADU's from being used as vacation rentals, require parking requirements for ADU's.

- 4) Allow for Cottage Cluster Housing – Adopt standards and allow Cottage Cluster Housing in R-2, R-3 and R-4 Zones.

Pros: Similar to a Planned Unit Development (PUD), which is already allowed in each residential zone, it relates to densities and minimum lot sizes. Appropriate for the R-3 and R-4 Zones.

Cons: Not suitable for R-2.

Resolution: Provide definition and clear standards for Cottage Cluster Housing and allow as a conditional use in the R-3 and R-4 Zones.

- 5) Building Heights – Consider increasing building height to 35 feet.

Pros: Allows for greater heights for residential development in the City. Requests for increased height were made for Fistera Housing and the South Tank projects.

Cons: Loss of ocean view and community character.

Resolution: No change is necessary. Community should retain current height restrictions to retain character and views.

## City Council Action Item Cover Sheet

DATE: October 2, 2019

### Agenda Item:

City Hall ITB

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### Question Before Council:

The draft ITB is located in your Council packet, along with the conceptual drawings from the architect. The ITB is being reviewed by the USDA architect. The Engineer is developing structural plans to go out to bid based upon the Conceptual design that works best with the building and other factors as described below. The engineer will focus on walls that fit the current building structure to economize costs versus what may have been in the architect's vision, so structural plans may differ slightly from the conceptual design included in the packet.

Can the City Manager proceed with the ITB once the City hears from the USDA and the Engineer?

### Person/Group Initiating Request:

City Manager

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### Item Summary/Background:

At the direction of Council, the City obtained 4 total conceptual designs. After review Option 1 represented the best flow for office cohesiveness and work flow optimization. City staff also met with Sheriff's department to inquire their preferred location in the building. Option 1 also felt the most welcoming for the public and less closed off while still allowing for security of City files. The Engineer will be focused on structural walls, noting that many of the spaces can be defined with modular office furniture to maximize City funds. The USDA grant funds are to be utilized within 1 year after project approval by the USDA architect. The City Manager recommends, after review and consideration, the Council considers the following: I move that the City Manager is authorized to move forward with the City Hall ITB as the required documents are completed with the USDA and other necessary agencies.

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# City Hall Remodel

## INVITATION TO BID

**The City of Yachats is an equal opportunity Employer.**

Contractors are invited to bid on the construction of the addition to the City Hall Remodel located at 501 Hwy 101, Yachats, OR 97498. The remodel will be of the old bank building owned by the City to be its new City Hall location. Sealed bids will be received by The City of Yachats, 441 Hwy 101 N, Yachats, OR 97498 at or before 4:00 p.m., \_\_\_\_\_, 2019.

This contract is for a public work subject to ORS 279C.800 to 279C.870 relating to the payment of prevailing wages.

The terms, conditions and specifications for this Project (Project Documents) may be examined at Yachats City Hall office located at 441 Hwy 101 N, Yachats, OR 97498, between the hours of 9:00 a.m. to 4:00 p.m., [Monday through Friday] until \_\_\_\_\_, 2019. The Project Documents will be available at this location from the date of this Notice \_\_\_\_\_, 2019.

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Shannon Beaucaire, Yachats City Manager

City of Yachats

PO Box 345

441 Highway 101 N.

Yachats OR 97498

## **INSTRUCTIONS TO BIDDERS**

Bids will be received by The City of Yachats (hereinafter called "City") at 441 Hwy 101 N., Yachats, OR 97498, until 4:00 p.m., Pacific Daylight Time, \_\_\_\_\_, 2019.

Each bid must be submitted in a sealed envelope, addressed to Shannon Beaucaire, City Manager, City of Yachats, at the above address. Each bid must be plainly marked on the outside of the envelope with the name of the bidder, and "City Hall Remodel Project." Bids not so marked may be disqualified. Faxed or electronically submitted bids shall be refused as non-responsive.

This contract is for a public work subject to ORS 279C.800 to 279C.870, relating to the payment of prevailing wages.

No prequalification will be required for this Project.

Contract terms, conditions and Project specifications for this Project (Project Documents) may be examined at the City office located at 441 Hwy 101 N., Yachats, Oregon.

All bids must be submitted on the required bid form. All blank spaces for bid prices must be completed in ink and the bid form must be fully completed and executed when submitted. Only one copy of the bid form is required.

Contractor must comply with all federal, state, and local laws or regulations dealing with the prevention of environmental pollution and preservation of natural resources that affect the performance of the Contract.

### **1. Non-Compliant Bids**

The City may reject any bid not in compliance with all prescribed public bidding procedures and requirements. Any bid failing to certify compliance with ORS 279C.800 to 279C.870 et seq. will not be received or considered by the City. All bids must identify whether the bidder is a resident bidder as defined in ORS 279A.120. The City may reject for good cause any and all bids upon finding it is in the public interest to do so. Any bid may be withdrawn prior to the above scheduled time for the opening of bids. Any bid received after the closing time and date specified above shall not be considered. No bidder may withdraw a bid within forty (40) days after the actual date of the bid opening. Should there be reasons why the contract cannot be awarded within the specified time; the time may be extended by mutual agreement between the City and the bidder.

### **2. Bidder Responsibilities**

Before submitting a bid, each bidder must:

- (a) Examine the contract documents thoroughly;
- (b) Visit the site, so that the bidder may familiarize itself with local conditions which may, in any manner, affect cost progress, or performance of the Work;

(c) Be familiar with state, federal, and local laws, ordinances, rules and regulations which may, in any manner, affect cost, progress or performance of the Work; and

(d) Study and carefully correlate bidder's observations with the contract documents.

### **3. Instructions for First-Tier Subcontractor Disclosure**

Bidders are required to disclose information about certain first-tier subcontractors when the contract value for a Public Improvement is greater than \$100,000 (see ORS 279C.370). Specifically, when the contract amount of a first-tier subcontractor furnishing labor or labor and materials would be greater than or equal to: (i) 5% of the Project Bid, but at least \$15,000, or (ii) \$350,000 regardless of the percentage, the bidder must disclose the following information about that subcontract either in its Bid submission, or within two hours after Bid Closing:

(a) The subcontractor's name;

(b) The category of work that the subcontractor would be performing, and

(c) The dollar value of the subcontract.

If the bidder will not be using any subcontractors that are subject to the above disclosure requirements, the bidder is required to indicate "NONE" on the accompanying form.

### **4. The Importance of Bids and Contract Documents**

The submission of a bid will constitute an incontrovertible representation by the bidder: (1) of bidder's intent to be bound by the attached contract documents, if awarded the contract; (2) that the bidder has complied with each of the requirements within these bid documents; (3) that the contract documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work; and (4) of bidder's intent to sign, upon negotiation of a contract price acceptable to The City.

The contract documents contain the provisions required for the construction of the Project. Information obtained from an officer, agent, or employee of the City or any other person is not binding upon the City, and shall not affect the risks or obligations assumed by the Contractor or relieve Contractor from fulfilling any conditions of this solicitation or the contract, once executed, unless confirmed by written addendum or contract amendment.

### **5. Requests for Clarification/Addenda**

All questions about the meaning or intent of the contract documents shall be submitted to the City representative in writing. If merited, replies may be issued by addendum, mailed or delivered to all parties recorded by the City representative as having received the bidding documents. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

## **6. Performance and Payment Bonds**

A performance bond and a payment bond, in the forms attached, each in the amount of 100% of the contract price, with a corporate surety approved by the City, will be required for the faithful performance of the contract. Attorneys in fact who sign bid bonds or payment bonds and performance bonds must file with each bond a certified and effective dated copy of their Power of Attorney. All bonding companies must be authorized to do business in the State of Oregon.

## **7. City Investigation of Bidder**

The City may make such investigations as deemed necessary to determine the ability of the bidder to perform work. In determining the lowest responsible bidder, the City shall check the list created by the Construction Contractors Board under ORS 701.227 for bidders who are not qualified to hold a public improvement contract and determine whether the bidder has met the standards of responsibility. City shall also consider the following factors and may disqualify any person as a bidder if it finds the bidder:

- (a) Does not have available the appropriate financial, material, equipment, facility and personnel resources and expertise, or the ability to obtain the resources and expertise, necessary to meet all contractual responsibilities;
- (b) Does not hold a current license that a contractor operating in Oregon must hold in order to undertake or perform Project Work;
- (c) Is not covered by liability insurance or other insurance in required amounts;
- (d) Does not qualify as a carrier insured employer or a self-insured employer under ORS 656.407 or has not elected coverage under ORS 656.128;
- (e) Failed to provide a First-Tier Subcontractor Disclosure Form, if required under ORS 279C.370;
- (f) Does not have a satisfactory record of performance. The City shall document the record of performance of a bidder if the City finds the bidder not to be responsible under this paragraph (f);
- (g) Does not have a satisfactory record of integrity. The City shall document the record of integrity of a bidder if the City finds the bidder not to be responsible under this paragraph (g);
- (h) Is not qualified legally to contract with the City; or
- (i) Has not supplied all necessary information in connection with the inquiry concerning responsibility.

Each bidder shall promptly supply information as requested by the City pursuant to such investigation. If a bidder fails to promptly supply information requested by the City concerning responsibility, the City shall base the determination of responsibility upon any available information, or may find the bidder not to be responsible. Failure to supply such information may be grounds for disqualification.

## **8. Registration and Licenses**

No bid for a construction contract shall be received or considered by the City unless the bidder is registered and in good standing with the Construction Contractors Board or licensed and in good standing with the State Landscape Contractors Board, as required by ORS 671.530. Bidders need not be licensed to work with asbestos, under ORS 468A.720.

## **9. Protests**

Award and solicitation protests shall be submitted in accordance with City Rule 137-049-0260(3) and 137-049-0450(4), respectively.

**10. Process**  
At least seven (7) days prior to final award, all bidders will receive the City's Notice of Intent to Award issued via email. The City anticipates final Contract award on or before \_\_\_\_\_, 2019.

The bidder to whom the contract is awarded will be required to execute the attached agreement and obtain the performance and payment bonds within ten (10) calendar days from the date when Notice of Award is delivered to the bidder. Submittal of a bid indicates bidder's intent to be bound to all terms and conditions of the attached agreement. The Notice of Award shall be accompanied by the necessary agreement and bond forms. In case of a failure of the bidder to execute the agreement, the City may, at its option, consider the bidder in default in which case the bid bond accompanying the bid shall become the property of the City.

The award will be made to the lowest responsible bidder. The Contractor shall submit to the City representative by the last calendar day of each month a partial payment estimate for work performed during the prior pay period.

**NOTICE OF INTENT TO AWARD**

The City of Yachats

Invitation to Bid

City Hall Remodel Project

To all Bidders:

Based on responses to the recent Invitation to Bid and other information obtained from third party sources, \_\_\_\_\_ has been identified as the lowest responsible, responsive bidder to contract with the City for the above referenced Project. Protests regarding this intended award will be received by Shannon Beaucaire, City Manager, City of Yachats, 441 Hwy 101 N., Yachats, OR 97498, until \_\_\_\_\_, 2019. Award will become final on \_\_\_\_\_, 2019, or once the City responds to all timely filed protests and affirms the award, whichever is later.

It is the City's intent to begin negotiations and enter into a contract for these services with \_\_\_\_\_, by \_\_\_\_\_, 2019. The City would like to finalize the contract no later than \_\_\_\_\_, 2019, with approval by the City Council on \_\_\_\_\_, 2019. The contract terms, specifications and conditions were included with the ITB.

If you have any questions, please feel free to call me at \_\_\_\_\_.

Sincerely,

City of Yachats

By: \_\_\_\_\_

The City of Yachats is an equal opportunity employer.

## **BID FORM**

The City of Yachats

City Hall Remodel (Project)

Yachats, OR 97498

This bid is submitted to The City of Yachats, 441 Hwy 101 N., Yachats, OR 97498.

1. The undersigned bidder proposes and agrees, if this bid is accepted, to enter into a Construction Agreement with the City in the form included in the contract documents and to complete all work as specified or indicated in the contract documents for the contract price and within the contract time indicated in this bid and in accordance with the contract documents.

2. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation, those dealing with disposition of bid security. This bid may not be amended or withdrawn and is subject to acceptance for forty (40) days after the date of bid opening. The successful bidder will sign the Construction Agreement included as part of the bid packet and submit the security and other documents required by the contract documents within ten (10) days after the date of City's Notice of Award.

3. In submitting this bid, bidder represents as more fully set forth in the Construction Agreement, that:

(a) Bidder has examined copies of the contract documents and the following addenda:

Date:    Number:

Date:    Number:

Date:    Number:

Date:    Number:

and also copies of the advertisement or Invitation to Bid and Instructions to Bidders;

(b) Bidder has examined the site and locality where the Work is to be performed, the applicable legal requirements (federal, state, and local, ordinances, rules, and regulations) and the conditions affecting cost, progress, or performance of work, and has made such independent investigation as bidder deems necessary;

(c) This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation, and is not submitted in conformity with any agreement or rules

of any group, association, organization, or corporation; bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid; bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and bidder has not sought by collusion to obtain for himself any advantage over any other bidder or the City;

(d) The City anticipates awarding to contractor, in the City's sole discretion. The City does not have to award any contract based on the bids submitted. Any award which the City makes will be on the basis of the lowest responsible bidder.

**4. Bid Quantities and Specifications   Unit Price   Total**

|       |       |       |
|-------|-------|-------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

Bidder will complete the entire City Hall Remodel Project for the following

Total price: \$

5. Bidder agrees to prepare the site and perform the labor necessary to complete the City Hall Remodel Project which will be substantially completed in accordance with the plans and specifications attached hereto within    days of the receipt of the notice to proceed.

6. Bidder acknowledges that bidder has reviewed the provisions of the Construction Agreement as to liquidated damages which may be assessed in the event of failure to complete the Work on time and has considered those potential damages in formulating this bid.

7. The following documents are attached to and made a condition to the bid:

- (a) Required bid security in the form of a bid bond or certified check in the amount of 10% of the bid;
- (b) Non-Collusion Affidavit;
- (c) First Tier Subcontractor Disclosure Form (attached to the bid or submitted to the City within two (2) hours after bid closing).

8. Bidder agrees and certifies as follows:

- (a) The provisions of ORS 279C.800 et seq., relating to the prevailing wage rates, will be complied with;
- (b) Bidder is a resident of the State of    as defined in ORS 279A.120;
- (c) The provisions of ORS 305.385 relating to Oregon tax laws will be complied with;
- (d) Bidder has not and will not discriminate against minorities, women or emerging small business enterprises in obtaining any subcontracts required under this Contract, or against a business enterprise owner controlled by, or that employs, a disabled veteran as defined in ORS 408.225;
- (e) All employers, including bidder, that employ subject workers who work under the Construction Agreement shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Bidder shall ensure that each of its subcontractors complies with these requirements;

(f) Bidder is registered and in good standing with the Construction Contractors Board in accordance with ORS 701.035 to 701.055;

(g) All subcontractors performing work as described in ORS 701.005(2) will be registered with the Construction Contractors Board in accordance with ORS 701.035 to 701.055 before the subcontractors commence work under the contract.

9. Communications concerning this bid shall be addressed to:

Bidder:

Submitted this    day of    , 2019.

(Corporate Name) (Company Name)

(Corporate Seal, if any)

By:

(Name of person authorized to

Sign, or Title)

Business Address:

Phone:( )

State of Incorporation:

Oregon Contractor Board No.:

ATTEST:

Secretary of bidding corporation

**NOTICE OF AWARD**

To:

PROJECT description: The City of Yachats City Hall Remodel

The City of Yachats (City)

City Hall Remodel (Project)

The City has considered the bid submitted by (Contractor) for the above described Project in response to its advertisement for bids dated [weekday], \_\_\_\_\_, 20\_\_, and Instructions to Bidders.

Contractor is hereby notified that its bid in the amount of \_\_\_\_\_ (amount in written form) (\$ ) has been accepted by the City.

Contractor is required by the Instructions to Bidders to execute the Construction Agreement and furnish the required Contractor's Performance Bond, Payment Bond and certificates of insurance within ten (10) calendar days from the date of this notice.

If Contractor fails to execute the Construction Agreement and to furnish the required bonds and certificates of insurance within ten (10) days from the date of this notice, City will be entitled to consider all Contractor's rights arising out of City's acceptance of Contractor's bid as abandoned and as a forfeiture of Contractor's bid bond. The City will be entitled to such other rights as may be granted by law.

Please return an acknowledged copy of this Notice to Award to City.

DATED this \_\_\_\_ day of \_\_\_\_, 2019.

The City of Yachats

City Hall Remodel

By: \_\_\_\_\_

\* \* \* \* \*

**ACCEPTANCE OF AWARD**

Receipt of the above Notice of Award is hereby acknowledged by \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

By: \_\_\_\_\_ Title: NOTICE TO PROCEED

TO: \_\_\_\_\_ Date: \_\_\_\_\_

The City of Yachats (City)

City Hall Remodel (Project)

(Contractor) is hereby notified to commence Project in accordance with the Construction Agreement dated \_\_\_\_\_, 20\_\_\_\_, on or before \_\_\_\_\_, 20\_\_\_\_, and Contractor is to complete the Work on the Project within \_\_\_\_\_ consecutive calendar days thereafter. The date of final completion for all work is \_\_\_\_\_, 20\_\_\_\_.

Please return an acknowledged copy of this Notice to Proceed to The City.

The City of Yachats

City Hall Remodel

By: \_\_\_\_\_

\* \* \* \* \*

Receipt of the above Notice to Proceed is hereby acknowledged by \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**By:**

**Title:**

## NON-COLLUSION AFFIDAVIT

STATE OF Oregon ) The City of Yachats

) ss. City Hall Remodel

**County of Lincoln ) Addition and Remodel Project**

I state that I am \_\_\_\_\_ of \_\_\_\_\_ and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

**I state that:**

(1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder, except as disclosed on the attached appendix.

(2) That neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been discussed with any other contractor, bidder or potential bidder, except as disclosed on the attached appendix.

(3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.

(4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.

(5) , its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as described on the attached appendix.

I state that \_\_\_\_\_ understands and acknowledges that the above representations are material and important, and will be relied on by the City in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the City of the true facts relating to the submission of bids for this contract.

Name of Company:

Position:

SIGNED and SWORN to before me this    day of    , 2019, by    .

Notary Public for \_\_\_\_\_

**FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM**

PROJECT NAME: City Hall Remodel Project

BID #:

BID CLOSING: Date:    Time:

This form must be submitted at the location specified in the Invitation to Bid on the advertised bid closing date and within two working hours after the advertised bid closing time.

List below the name of each subcontractor that is required to be disclosed, the category of work that the subcontractor will be performing and the dollar value of the subcontract. Enter "NONE" if there are no subcontractors that need to be disclosed. (ATTACH ADDITIONAL SHEETS IF NEEDED.)

NAME    DOLLAR VALUE    CATEGORY OF WORK

1)    \$

2)    \$

3)    \$

4)    \$

5)    \$

6)    \$

FAILURE TO SUBMIT THIS FORM BY THE DISCLOSURE DEADLINE WILL RESULT IN A NONRESPONSIVE BID.  
A NON-RESPONSIVE BID WILL NOT BE CONSIDERED FOR AWARD.

Form submitted by (bidder name):

Contact name:

Phone no.:

## **BIDDER'S PERFORMANCE AND PAYMENT**

### **BOND STATEMENT**

(Contractor) is submitting a bid to The City of Yachats (City) pursuant to the City's advertisement for bids dated [weekday], [date], 20\_\_.

Contractor certifies that, if it is awarded the contract, Contractor has the financial ability to obtain good and sufficient bonds in the forms attached, issued by a surety to the City, each in a sum equal to the amount of the bid providing for the faithful performance of the contract.

Contractor understands and agrees that if Contractor fails to provide either the required performance bond or payment bond, the City may reject the bid and the bid bond submitted with the bid may be forfeited.

The surety requested to issue the performance bond will be (Surety Company). Contractor authorizes Surety Company to disclose any information to the City concerning Contractor's ability to supply a performance bond in the amount of the contract.

The surety requested to issue the payment bond will be (Surety Company). Contractor authorizes Surety Company to disclose any information to the City concerning Contractor's ability to supply a payment bond in the amount of the contract.

(Name of Contractor)

By:

### **PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS that

(Name of Contractor)

(Address of Contractor)

a hereinafter called "PRINCIPAL", and

(Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

(Oregon representative for service of process for Surety)

hereinafter called "SURETY", are held and firmly bound unto

The City of Yachats

441 Hwy 101, Yachats, Oregon 97498

hereinafter called "OWNER", in the total amount of

(insert here a sum

Dollars (\$) ) for the

equal to the contract price)

payment whereof PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the PRINCIPAL has by written agreement entered into a certain contract with the OWNER, dated the       day of       , 2019, a copy of which is hereto attached and made a part hereof and is hereinafter referred to as the Contract. Said Contract is for:

NOW, THEREFORE:

1. The condition of this obligation is such that, if PRINCIPAL shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.
2. The SURETY hereby waives notice of any alteration or extension of time made by the OWNER.
3. It is expressly agreed that the Bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment of the Contract, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment," wherever used in this Bond, and whether referring to this Bond, the Contract, or any Loan Documents shall include any alteration, addition, extension or modification of any character whatsoever.
4. Whenever PRINCIPAL shall be, and declared by OWNER to be in default under the Contract, the OWNER having performed OWNER's obligations thereunder, the SURETY may promptly remedy the default, or shall promptly:
  - a) Arrange for the PRINCIPAL, with consent of the OWNER, to perform and complete the contract;
  - b) Complete the Contract in accordance with its terms and conditions, or
  - c) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by OWNER and the SURETY jointly of the lowest responsible bidder, arrange for a

contract between such bidder and OWNER, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the SURETY may be liable hereunder, the amount set forth above. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by OWNER to PRINCIPAL under the Contract and any amendments thereto, less the amount properly paid by OWNER to PRINCIPAL.

5. Any suit under this Bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

6. If any provision of this Bond conflicts with state law, such portion will be deemed deleted therefrom and provisions conforming to such state law shall be deemed incorporated herein. The intent is that the bond shall be construed as a statutory bond and not as a common law bond.

7. No right of action shall accrue on this Bond to or for the use of any person or corporation other than the OWNER named herein or the heirs, executors, administrators or successors of the OWNER.

IN WITNESS WHEREOF, this instrument is executed in                      counterparts, each one of which shall be deemed an original and this the                      day of                      , 201                      .

ATTEST:

PRINCIPAL

(PRINCIPAL) Secretary

(SEAL)

By:

(Witness to PRINCIPAL) (Address)

(Address)

(SURETY)

ATTEST:

By

(Witness to SURETY) (Attorney-in-Fact)

(Address) (Address)

NOTE: Date of Bond must not be prior to date of Contract.

If CONTRACTOR is partnership, all partners must execute Bond.

IMPORTANT: SURETY companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in Oregon. SURETY companies must also have an Oregon representative for service of process.

#### PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address): SURETY (Name and Address of  
Principal Place of Business):

#### CONTRACT

Effective Date of Agreement:

Amount:

Description (Name and Location):

#### BOND

Bond Number:

Date (Not earlier than Effective Date of Agreement):

Amount: .

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

**CONTRACTOR AS PRINCIPAL SURETY**

(Seal) (Seal)

Contractor's Name and Corporate Seal Surety's Name and Corporate Seal

By: By:

Signature Signature (Attach Power of Attorney)

Print Name: Print Name:

Title: Title:

ATTEST: ATTEST:

Signature Signature

Title Title

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to Owner, this obligation shall be null and void if Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.

4. Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the address described in paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with Contractor:

1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or

equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and

2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor indicated the claim will be paid directly or indirectly; and

3. Not having been paid within the above 30 days, have sent a written notice to Surety (at the address described in paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.

5. If a notice by a Claimant required by paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.

6. Reserved.

7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.

8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.

9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders, and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted here from and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. Definitions

15.1 Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

15.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract, or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY:

Name, Address and Telephone:

Surety Agency or Broker:

Owner's Representative (Engineer or other):

AGREEMENT

THIS AGREEMENT is made this    day of   , 2019, by and between the City of Yachats, hereinafter called Owner, and   , hereinafter called Contractor, in consideration of mutual covenants hereinafter set forth, agree as follows:

1. Work. Contractor shall complete all work as specified in the contract documents and in accordance with the documents and drawings provided for the Project known as the Station Construction Project (Project).
2. Materials. Contractor will furnish all materials, supplies, tools, equipment, labor and other services necessary for the construction and completion of the Project described herein.
3. Contract Time. The Work will commence within ten (10) calendar days after the date of the Notice to Proceed and will be completed by the Contractor and accepted by the City no later than \_\_\_\_\_, 20\_\_\_\_, unless the period for completion is extended otherwise by the contract documents or by written agreement of the parties.

4. Contract Price. Owners shall pay Contractor for performance of the Work in accordance with the documents the sum of \$ as shown in Contractor's bid.

5. Liquidated Damages. Owner and Contractor acknowledge and agree that if the Work is not completed by the contract time, the amount of Owner's actual loss of use damages will be difficult and impractical, or impossible to determine. Accordingly, the parties agree that if the Project is not completed by the agreed upon date, as adjusted pursuant to the contract documents, the Contractor shall pay \$\_\_\_\_\_ to Owner, as liquidated damages for the loss of use of the Project.

The parties further acknowledge and agree that the daily sum for liquidated damages to be paid, as set forth above, is reasonable and that the payment of such liquidated damages is not intended to nor constitutes a penalty or forfeiture. The parties further acknowledge that these liquidated damages are meant to reimburse the Owner only for loss of use delay damages and that Owner reserves the right to claim other types of damages against Contractor including but not limited to actual delay damages.

6. Progress Payments. Owner shall make progress payments on the basis of the Contractor's application for payment as approved by the Owner's representative on or about the last day of each month during construction as provided herein. All progress payments shall be on the basis of progress of the Work measured by the schedule of values provided for in Section 19 of the General Conditions. Prior to substantial completion, progress payments will be an amount equal to not more than 95% of the Work completed and 95% of the materials and equipment not incorporated in the Work, but delivered and suitably stored, less in each case the aggregate of payments previously made. Upon substantial completion, the Owner shall pay an amount sufficient to increase total payments to Contractor to 95% of the contract price, less such amounts as the Owner shall determine in accordance with Section 19 of the General Conditions. Final payment shall be upon final completion and acceptance of the Work. Approved partial payment estimates shall be reviewed and approved at the next regularly scheduled Board meeting.

7. Contract Documents. The term "contract documents" means and includes the following:

- (a) Invitation to Bid;
- (b) Instructions to Bidders;
- (c) Bid;
- (d) Bid Bond;
- (e) Construction Agreement;
- (f) First-Tier Subcontractor Disclosure Form
- (g) Oregon Prevailing Wage Rates;
- (h) General Conditions;
- (i) Payment Bond;
- (j) Performance Bond;
- (k) Notice of Intent to Award;

- (l) Notice to Proceed;
- (m) Drawings and Specifications attached;
- (n) Change Orders;
- (o) Addenda; Number:    Dated:
- (p) Proof of Insurance

**8. Contractor's Representations.** In order to induce Owner to enter into this agreement, Contractor makes the following representations:

- (a) Contractor has familiarized itself with the nature and extent of the contract documents, work, locality, and with all local conditions and any federal, state, and local laws, ordinances, rules, and regulations which, in any manner, may affect cost, progress, or performance of the Work;
- (b) Contractor has studied carefully all reports, investigations, and tests of subsurface and latent physical conditions at the site which may affect cost, progress, or performance of work and which were relied upon in the preparation of the drawings and specifications;
- (c) Contractor has made or has caused to be made examinations, investigations, tests and studies of reports and related data, in addition to those referred to in paragraph (b), which Contractor deems necessary for the performance of the Work, determination of the contract price, and completion of the Project within the contract time in accordance with the other terms and conditions of the contract documents. No additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes;
- (d) Contractor has reconciled the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the contract documents;
- (e) Contractor has given the Owner's representative written notice of all conflicts, errors or discrepancies which he has discovered in the contract documents and the written resolution thereof by the Owner's representative is acceptable to the Contractor.

**9. Miscellaneous.**

- (a) No assignment by a party hereto of any rights under or interests in the contract documents will be binding on another party to this contract without the written consent of the parties sought to be bound; and specifically but without limitation, monies which may become due and monies which are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law) and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the contract documents.
- (b) This Agreement shall be binding upon all parties to the contract and their respective partners, successor, heirs, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the contractual documents.

THIS AGREEMENT is effective on the    day of    , 2019.

OWNER: CONTRACTOR:

By: By:

Address for giving notices: Address for giving notices:

ATTEST: ATTEST:

Agent for Service of Process License # GENERAL CONDITIONS

**Section 1. Definitions.** Whenever used in these General Conditions or in the other contract documents, the following terms have the meanings indicated which are applicable in both the singular and plural or masculine or feminine thereof:

1. **Addenda.** Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the contract documents, Drawings and specifications by additions, deletions, clarifications, or corrections.
2. **Bid.** The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
3. **Bonds.** Bid, performance and payment bonds and other instruments of security.
4. **Change Order.** A written order to the Contractor signed by the Owner authorizing an addition, deletion or revision in the Work, or an adjustment in the contract price or the contract time issued after the effective date of the Agreement.
5. **Contract Price.** The total monies payable to the Contractor under the terms and conditions of the contract documents.
6. **Contract Time.** The number of calendar days stated in the contract documents for completion of the Work.
7. **Contractor.** The person, firm, or corporation with whom the Owner has executed the Agreement.
8. **Drawings.** The part of the contract documents which show the characteristics and scope of the Work to be performed and are referred to in the contract documents.
9. **Owner's Representative.** That person appointed by the Board of Directors of the Owner to act as the Owner's Representative in all matters relating to this contract.
10. **Field Order.** A written order issued by the Owner's Representative which orders minor changes in Work not involving an adjustment in the contract price or an extension of the contract time.
11. **Substantial Completion.** The date certified by the Owner's Representative when the construction of the Project or a specified part thereof is sufficiently completed in accordance with the contract documents so that the Project or a specified part can be utilized for purposes for which it is intended.

12. **Subcontractor.** An individual, firm, or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the site.

13. **Supplier.** Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design but who does not perform labor at the site.

14. **Work.** All labor necessary to produce the construction required by the contract documents and all materials and equipment incorporated or to be incorporated in the Project.

15. **Written Notice.** Any notice to any party to the Agreement, or relative to any part of this Agreement, in writing is considered delivered and service completed when posted by certified mail or registered mail to the party at the party's last given address as shown on the Agreement, or when delivered in person to the party or the party's authorized representative on the worksite.

## **Section 2. Preliminary Matters.**

1. **Delivery of Bonds.** When the Contractor delivers the executed Contract Documents to the Owner, Contractor shall also deliver to Owner such bonds as the Contractor may be required to furnish.

2. **Copies of Documents.** Owner shall furnish to Contractor up to three (3) copies of the contract documents. Additional copies will be furnished upon request at the cost of reproduction.

3. **Commencement of Contract Time.** The contract time will commence to run on the day indicated in the Notice to Proceed.

4. **Insurance.** Before undertaking any Work on the Project, Contractor shall obtain and, during the life of this Agreement, Contractor shall maintain the following minimum public liability and property damage insurance naming the Owner as an additional insured, which shall protect the Owner and the Contractor from claims for injuries, including accidental death, as well as from claims for property damage which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents whether such performance is by Contractor or any Subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

(a) Commercial general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$2,000,000.

(b) Statutory workers' compensation and employer's liability insurance for the State of Oregon.

Contractor shall provide the Owner with certificates of insurance before undertaking any Work on the Project. Insurance policies shall not be amended, canceled or terminated without 30-days prior written notice to the Owner.

5. **Owner Insurance.** The Owner shall be responsible for purchasing and maintaining its own liability insurance. Owner shall also purchase and maintain property insurance upon the Work at the site to the full insurable value thereof and shall include the interest of the Owner, Contractor and Subcontractors in the Work against the perils of fire and extended coverage. All other risk of loss at the Work site shall be borne by Contractor until acceptance of building by Owner.

6. Subrogation Waiver. Owner and Contractor waive all rights against each other, their agents and any Subcontractors and their agents and employees for damages caused by fire or other perils to the extent covered by insurance provided for in this Section. The Contractor shall require similar written waivers from each Subcontractor and each such waiver shall be in favor of all other parties enumerated in this paragraph.

### **Section 3. Contract Documents.**

1. The contract documents comprise the entire agreement between Owner and Contractor concerning the Work. They may be altered only by written modification, as provided in this Agreement.

2. The contract documents are complementary; what is called for by one is binding as if called for by all. If, during the performance of the Work, Contractor finds a conflict, error or discrepancy in the contract documents, Contractor shall report it to the Owner's Representative in writing at once and before proceeding with the Work affected by the conflict.

3. It is the intent of the specifications and Drawings to describe the complete Project to be constructed in accordance with the contract documents. Any Work which may reasonably be inferred from the specifications or Drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials, or equipment, such words shall be interpreted in accordance with such meaning. Reference to standard specifications, manuals, or codes of any technical society, organization, or association, or to the code of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard, specification, manual or code in effect at the time of the opening of the bid, except as may be otherwise specifically stated. However, no provision of any reference, standard, specification, manual or code shall change the duties and responsibilities of the Owner, Contractor, or any of their agents or employees from those set forth in the contract documents. Clarifications and interpretations of the contract documents shall be issued by the Owner's Representative.

4. Re-use of Documents. Neither Contractor nor any Subcontractor, manufacturer, fabricator, Supplier, or distributor shall have or acquire any title to or ownership rights in any of the Drawings, specifications, or other documents which are a part of this contract. They may not be reused by any party without the express written consent of the Owner and of the preparer of the Drawings.

### **Section 4. Materials, Service and Facilities.**

1. It is understood that, except as otherwise specifically stated in the contract documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, lights, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Work within the specified time.

2. Materials and equipment shall be stored so as to ensure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work shall be located so as to facilitate prompt inspection. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

3. All materials and equipment shall be of good quality and new except as otherwise provided in the contract documents.

4. **Equivalent Materials and Equipment.** Whenever materials or equipment are specified or described in Drawings or specifications by using the name of proprietary item or the name of a particular manufacturer, fabricator, Supplier or distributor, the name of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other manufacturers, fabricators, Suppliers, or distributors may be accepted by the Owner's Representative if sufficient information is submitted by Contractor to allow the Owner's Representative to determine that the material proposed is equivalent to that named.

5. Contractor shall be fully responsible for all acts and omissions of its Subcontractors and of persons and organizations directly or indirectly employed by Contractor and any Subcontractor and of persons or organizations for whose acts any of them may be liable to the same extent Contractor is responsible for the acts and omissions of persons directly employed by Contractor. Nothing in these documents creates any obligation on the part of the Owner to pay or to see to the payment of any monies due any Subcontractor or other person or organization except as may otherwise be required by law.

#### **Section 5. Fees, Taxes and Permits.**

1. Contractor shall pay all applicable royalties and license fees. Contractor shall defend all suits or claims for infringement of any patent rights and save Owner harmless from loss on account thereof.

2. All permits and licenses, [including SDC or other governmental fees, licenses, and inspections] required for construction shall be obtained at the expense of Contractor. Owner shall assist the Contractor when necessary in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work and which are applicable at the time of Bid opening. Contractor shall pay all charges of utility service companies for connections to the Work. Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by Contractor in accordance with the laws of the place of the Project.

#### **Section 6. Survey, Permits and Regulations.**

1. Owners shall furnish all boundary surveys and establish all base lines for locating principal component parts of the Work together with a suitable number of bench marks adjacent to the Work as shown in the contract documents. From the information provided by Owner, unless otherwise specified in the contract documents, Contractor shall develop and

make all detailed surveys needed for construction such as slope stakes, stakes for piling locations, and other working points, lines, elevations and cut sheets.

2. The Contractor shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, Contractor shall be charged with the resulting expense and shall be responsible for any mistakes which may be caused by unnecessary loss or disturbance.

#### **Section 7. Protection of Work, Property and Persons.**

Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor will take all necessary precautions for the safety of,

or provide the necessary protection to prevent injury, damage, or loss, to all employees on the worksite and other persons who may be affected. Contractor shall also be responsible for all safety precautions regarding all Work and all materials or equipment to be incorporated into the Work, whether in storage on or off the site, and the property at the site or adjacent to it, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designed for removal, relocation, or replacement in the course of construction. Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or any for whose acts any of them may be liable except for acts directly attributable to Owner or Owner's Representative or any person employed by either of them whose acts are not attributable directly or indirectly in whole or in part to the fault or negligence of Contractor.

#### **Section 8. Supervision by Contractor.**

The Contractor will supervise and direct the Work. Contractor will be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor will employ and maintain on the Work a qualified supervisor who shall have been designated in writing by Contractor as Contractor's representative at the site. The supervisor shall have full authority to act on behalf of Contractor and all communications given to the supervisor shall be as binding as if given to Contractor. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the Work.

#### **Section 9. Changes in Work.**

Owner, at any time the need arises, may order changes in the scope of the Work without invalidating the Agreement. If such changes increase or decrease the amount due under the contract documents, or the time required for performance of the Work, an equitable adjustment shall be authorized by Change Order. Owner or its representative may also, at any time, by issuing a Field Order, make changes in the details of the Work. Contractor shall proceed with the performance of any changes in the Work so ordered, unless Contractor believes that such Field Order entitles Contractor to a change in Contract Price or Contract Time, or both, in which event Contractor shall give Owner's Representative Written Notice of the proposed Change Order within two (2) days after receipt of the Field Order. Contractor shall document in Contractor's notice the basis for the change in Contract Price or Contract Time by separate notice delivered within five (5) days of the date of the Written Notice of the proposed Change Order. Contractor shall not execute such changes pending the receipt of an executed Change Order or further instruction from Owner.

#### **Section 10. Changes in Contract Price.**

The Contract Price may be changed only by a written, signed Change Order. The value of any Work covered by a Change Order or of any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods in the order of precedence listed below:

1. Unit prices previously approved.
2. An agreed lump sum.

3. The actual cost of labor, direct overhead, materials, supplies, and other services necessary to complete the Work plus an amount not to exceed 10% of the actual Work to cover the cost of general overhead profit.

**Section 11. Limitation on Liquidated Damages.**

Contractor shall not be charged with liquidated damages when the delay in completion of the Work is due to the following and Contractor has promptly given Written Notice of such delay to Owner or its representative:

1. Unforeseeable causes beyond the control and without the fault or negligence of Contractor, including but not restricted to acts of God or of the public enemy, acts of Owner, acts of another Contractor in performance of the contract with the Owner, fires, floods, epidemics, quarantine restriction, strikes, freight embargoes, and abnormal and unforeseen weather; and

2. Any delays of Subcontractors occasioned by any of the causes specified above.

**Section 12. Correction of Work.**

1. Contractor shall promptly remove from the premises all Work rejected by Owner's Representative for failure to comply with the contract documents, whether incorporated in construction or not, and Contractor shall promptly replace and re execute the Work in accordance with the contract documents and without expense to Owner and shall bear the expense of making good all Work of other contractors destroyed or damaged by such removal or replacement.

2. All removal and replacement Work shall be done at Contractor's expense. If Contractor does not take action to remove rejected Work within five (5) days after receipt of Written Notice of rejection, Owner may remove such Work and store the materials at the expense of Contractor.

**Section 13. Subsurface Conditions.**

Contractor shall promptly and before such conditions are disturbed, except in the event of an emergency, notify Owner by Written Notice of:

1. Subsurface or latent physical conditions at the site differing materially from those indicated in the contract documents.

2. Unknown physical conditions at the site of an unusual nature, differing markedly from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the contract.

Owner shall promptly investigate the conditions and if found that such conditions do so materially differ and cause an increase or decrease in the cost of or in the time required for performance of the Work, an equitable adjustment shall be made and the contract documents shall be modified by a change order. Any claim of Contractor for adjustment hereunder shall not be allowed unless he has given the required Written Notice.

**Section 14. Suspension of Work, Termination Delay.**

1. If Contractor is adjudged a bankrupt or insolvent or if Contractor makes a general assignment for the benefit of Contractor's creditors, or if a trustee or receiver is appointed for the Contractor or for any of Contractor's property, or if Contractor files a petition to take advantage of any debtor's act or to reorganize under bankruptcy or applicable laws, or if Contractor repeatedly fails to supply sufficient skilled workmen or suitable material or equipment, or if Contractor repeatedly fails to make prompt payments to Subcontractors for labor, materials, or equipment, or if Contractor disregards laws, ordinances, rules, regulations, or orders of any public body having jurisdiction of the Work, or if Contractor disregards the authority of Owner's Representative or if Contractor otherwise violates any provision of the contract documents, then Owner may, without prejudice to any other right or remedy, after giving Contractor and Contractor's surety a minimum of five (5) days' Written Notice, terminate the services of the Contractor and take possession of the Project and all materials, equipment, tools, construction equipment, and machinery owned by Contractor and finish the Work by whatever method Owner may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the contract price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to Contractor. If the costs exceed such unpaid balances, Contractor will pay the difference to Owner. Such costs incurred by Owner will be determined by Owner and incorporated in a change order.

2. Where Contractor's services have been terminated under Section 14.1, by Owner, the termination shall not affect any right of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of monies by Owner due Contractor will not release Contractor from compliance with the contract documents.

3. After five (5) days from delivery of Written Notice under Section 14.1 to Contractor, Owner may, without cause and without prejudice to any other right or remedy, elect to

abandon the Project and terminate the contract. In such case, Contractor shall be paid for all Work executed and any reasonable expense sustained plus reasonable profit for the Work performed.

#### **Section 15. Equal Opportunity.**

Contractor agrees to comply with the applicable provisions of the Equal Opportunity Act of 1972 and the Civil Rights Act of 1964 as amended. Contractor shall have the obligation to ensure that the employees and applicants for employment are not discriminated against because of race, creed, color, sex, or national origin.

#### **Section 16. Public Contracting Code Requirements.**

1. Contractor shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the Work provided for in the contract and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor.

(a) ORS 279C.580(3)(a) requires the prime Contractor to include a clause in each subcontract requiring Contractor to pay the first-tier Subcontractor for satisfactory performance under its subcontract within

ten (10) days out of such amounts as are paid to the prime Contractor by the public contracting agency; and

(b) ORS 279C.580(3)(b) requires the prime Contractor to include a clause in each subcontract requiring Contractor to pay an interest penalty to the first-tier Subcontractor if payment is not made within thirty (30) days after receipt of payment from the public contracting agency.

(c) ORS 279C.580(4) requires the prime Contractor to include in every subcontract a requirement that the payment and interest penalty clauses required by ORS 279C.580(3)(a) and (b) be included in every contract between a Subcontractor and a lower-tier Subcontractor or Supplier.

2. Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the contract and shall be responsible that all sums due the State Unemployment Compensation Fund from Contractor or any Subcontractor in connection with the performance of the contract shall promptly be paid.

3. Contractor shall not permit any lien or claim to be filed or prosecuted against the Owner on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted.

4. A notice of claim on Contractor's payment bond shall be submitted only in accordance with ORS 279C.600 and 279C.605.

5. Contractor and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

6. Contractor shall demonstrate to Owner that an employee drug-testing program is in place within ten (10) days of receiving a Notice of Award.

7. Pursuant to ORS 279C.515, if Contractor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Contractor or a Subcontractor by any person in connection with the contract as such claim becomes due, the Owner may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due to Contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the Contractor or its surety from their obligations with respect to any unpaid claim. If Owner is unable to determine the validity of any claim for labor or material furnished, Owner may withhold from

any current payment due Contractor an amount equal to said claim until its validity is determined and the claim, if valid, is paid.

8. Pursuant to ORS 279C.515, if the Contractor or a first-tier Subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within 30 days after receipt of payment from Owner or Contractor, the Contractor or first-tier Subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10 day period that payment is due under ORS 279C.580(4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to Contractor or first-tier Subcontractor on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve City that includes Oregon on the date that is thirty (30) days after the date when payment was received from the public contracting agency or from the Contractor, but the rate of interest shall not exceed thirty (30) percent. The amount of interest may not be waived.

9. As provided in ORS 279C.515, if the Contractor or a Subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

10. Pursuant to ORS 279C.530, Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

11. Contractor shall employ no person for more than ten (10) hours in any one day, or forty (40) hours in any one week, except in cases of necessity, emergency, or where public policy absolutely requires it, and in such cases, except in cases of contracts for personal services designated under ORS 279A.055, Contractor shall pay the employee at least time and one-half pay for all overtime in excess of eight (8) hours a day or forty (40) hours in any one week when the Work is five (5) consecutive days, Monday through Friday; or for all overtime in excess of ten (10) hours a day or forty (40) hours in any one week when the Work week is 4 consecutive days, Monday through Friday; and for all Work performed on Saturday and on any legal holidays as specified in ORS 279C.540.

12. Pursuant to ORS 279C.540(2), the Contractor must give notice to employees who Work on this contract in writing, either at the time of hire or before commencement of Work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to Work.

13. The provisions of ORS 279C.800 to ORS 279C.870 relating to the prevailing wage rates will be complied with.

(a) The hourly rate of wage to be paid by Contractor or any Subcontractor to workers in each trade or occupation required for the public works employed in the performance of this Contract shall not be less than the specified minimum rate of wage in accordance with ORS 279C.838 and ORS 279C.840.

(b) The latest prevailing wage rates for public works contracts in Oregon are contained in the following publications: The January 1, 2019, Prevailing Wage Rates for Public Works Projects in Oregon, including the April 1, 2019, July 1, 2019 Amendments. Such publication can be reviewed electronically at:

<https://www.oregon.gov/boli/WHD/PWR/Pages/PWR-Rate-Publications---2019.aspx>

and are hereby incorporated as part of the contract documents.

(c) Contractor and all Subcontractors shall keep the prevailing wage rates for this Project posted in a conspicuous and accessible place in or about the Project.

(d) The Owner shall pay a fee to the Commissioner of the Oregon Bureau of Labor and Industries as provided in ORS 279C.825. The fee shall be paid to the Commissioner as required by the administrative rules adopted by the Commissioner.

(e) If Contractor or any Subcontractor also provides for or contributes to a health and welfare plan or a pension plan, or both, for its employees on the Project, it shall post notice describing such plans in a conspicuous and accessible place in or about the Project. The notice shall contain information on how and where to make claims and where to obtain future information.

14. Unless exempt under ORS 279C.836(4), (7), (8) or (9), before starting Work on this contract, or any subcontract hereunder, Contractor and all Subcontractors must have on file with the Construction Contractors Board a public works bond with a corporate surety authorized to do business in the State of Oregon in the amount of \$30,000. The bond must provide that the Contractor or Subcontractor will pay claims ordered by the Bureau of Labor

and Industries to workers performing labor upon public works projects. The bond must be a continuing obligation, and the surety's liability for the aggregate of claims that may be payable from the bond may not exceed the penal sum of the bond. The bond must remain in effect continuously until depleted by claims paid under ORS 279C.836(2), unless the surety sooner cancels the bond. The surety may cancel the bond by giving thirty (30) days' Written Notice to the Contractor or Subcontractor, to the Construction Contractors Board and to the Bureau of Labor and Industries. When the bond is canceled,

the surety is relieved of further liability for Work performed on contracts entered into after the cancellation. The cancellation does not limit the surety's liability for Work performed on contracts entered into before the cancellation. Contractor further certifies that Contractor will include in every subcontract a provision requiring a Subcontractor to file a public works bond with the Construction Contractors Board before starting Work on the Project, unless exempt under ORS 279C.836(4), (7), (8), or (9).

(a) Unless exempt under ORS 279C.836(4), (7), (8), or (9), before permitting a Subcontractor to start Work on this public works project, the Contractor shall verify that the Subcontractor has filed a public works bond as required under this section or has elected not to file a public works bond under ORS 279C.836(7).

(b) Unless the Owner has been notified of any applicable exemptions under ORS 279C.836(4), (7), (8), or (9), the public works bond requirement above is in addition to any other bond Contractor or Subcontractors may be required to obtain under this contract.

15. As may be required by ORS 279C.845, Contractor or Contractor's surety and every Subcontractor or Subcontractor's surety shall file certified payroll statements with the Owner in writing.

(a) If Contractor is required to file certified statements under ORS 279C. 845, the Owner shall retain twenty-five (25) percent of any amount earned by the Contractor on the public works project until the Contractor has filed with the Owner a certified statement as required by ORS 279C.845. The Owner shall pay the Contractor the amount retained within 14 days after the Contractor files the required certified statements, regardless of whether a Subcontractor has failed to file certified statements required by statute. The Owner is not required to verify the truth of the contents of certified statements filed by the Contractor under this section and ORS 279C.845.

(b) The Contractor shall retain twenty-five (25) percent of any amount earned by a first-tier Subcontractor on this public works contract until the Subcontractor has filed with the Owner certified statements as required by ORS 279C.845. The Contractor shall

verify that the first-tier Subcontractor has filed the certified statements before the Contractor may pay the Subcontractor any amount retained. The Contractor shall pay the first-tier Subcontractor the amount retained within fourteen (14) days after the Subcontractor files the certified statements as required by ORS 279C.845. Neither the Owner nor the Contractor is required to verify the truth of the contents of certified statements filed by a first-tier Subcontractor.

16. All employers, including Contractor, that employ subject workers who Work under this contract shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its Subcontractors complies with these requirements.
17. All sums due the State Unemployment Compensation Fund from the Contractor or any Subcontractor in connection with the performance of the contract shall be promptly so paid.
18. The contract may be canceled at the election of Owner for any willful failure on the part of Contractor to faithfully perform the contract according to its terms.
19. Contractor certifies that it has not and will not discriminate against minorities, women or emerging small business enterprises in obtaining any required Subcontractors, or against a business enterprise that is owned or controlled by, or that employs a disabled veteran as defined in ORS 408.225.
20. Contractor certifies its compliance with the Oregon tax laws, in accordance with ORS 305.385.
21. In the performance of this contract, the Contractor shall use, to the maximum extent economically feasible, recycled paper, materials, and supplies, and shall compost or mulch yard waste material at an approved site, if feasible and cost effective.
22. As may be applicable, Contractor certifies that all Subcontractors performing construction Work under this contract will be registered with the Construction Contractors Board or licensed by the state Landscaping Contractors Board in accordance with ORS 701.035 to ORS 701.055 before the Subcontractors commence Work under this contract.
23. Pursuant to City Rule 137-049-0880, the Owner may, at reasonable times and places, have access to and an opportunity to inspect, examine, copy, and audit the records relating to the Contract.
24. Pursuant to ORS 279C.510, if feasible and cost-effective and contract is for demolition, Contractor shall salvage or recycle construction and demolition debris.
25. Pursuant to ORS 279C.510, if feasible and cost-effective and contract is for lawn and landscape maintenance, Contractor shall compost or mulch yard waste material at an approved site.

26. In compliance with the provisions of ORS 279C.525, the following is a list of federal, state and local agencies, of which the Owner has knowledge, that have enacted ordinances or regulations dealing with the prevention of environmental pollution and the preservation of natural resources that may affect the performance of the contract:

FEDERAL AGENCIES:

- Agriculture, Department of
  - o Forest Service
  - o Soil Conservation Service
- Defense, Department of
  - o Army Corps of Engineers
- Environmental Protection Agency
- Interior, Department of
  - o Bureau of Sport Fisheries and Wildlife
  - o Bureau of Outdoor Recreation
  - o Bureau of Land Management
  - o Bureau of Indian Affairs
  - o Bureau of Reclamation
- Labor, Department of
  - o Occupational Safety and Health Administration
- Transportation, Department of
  - o Federal Highway Administration
- Homeland Security, Department of
  - o Coast Guard

#### STATE AGENCIES:

- Agriculture, Department of
- Environmental Quality, Department of
- Fish and Wildlife, Department of
- Forestry, Department of
- Geology and Mineral Industries, Department of
- Human Resources, Department of
- Land Conservation and Development Commission
- Soil and Water Conservation Commission
- State Engineer
- State Land Board
- Water Resources Board

#### LOCAL AGENCIES:

- City Council
- County Court
- County Commissioners, Board of
- Port District
- Metropolitan Service District
- County Service District
- Sanitary District
- Water District
- Fire Protection District

24. Once before the first payment and once before final payment is made of any sum due on account of the contract for a public work, Contractor or Contractor's surety and every Subcontractor with a Subcontractor's surety, shall file a statement with Owner in writing in the form prescribed by the Commissioner of the Bureau of Labor and Industries, certifying the hourly rate of wage paid each classification of worker which Contractor or Subcontractor has employed upon such public work, and

further certifying that no worker employed upon such public work has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in the contract, which certificate and statement shall be verified by the oath of Contractor or Contractor's surety or Subcontractor or the Subcontractor's surety, that Contractor or Subcontractor has read such statement and certificate, knows the contents thereof, and that the same is true to Contractor's or Subcontractor's knowledge. A true copy of the certification or certifications required to be filed pursuant to this section shall also be filed at the same time with the Commissioner of the Bureau of Labor and Industries.

#### **Section 17. Warranty and Guarantee.**

1. Contractor warrants and guarantees to Owner that all Work will be done in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to Contractor. All defective Work, whether or not in place, may be rejected, corrected or accepted. Contractor understands that the City of Yachats and their various departments, and agencies, must be consulted and be allowed to inspect the Work and sign off in each particular area. At all times Owner's Representative and appropriate inspectors shall have access to the Work for inspection and testing. Contractor shall provide proper and safe conditions for such access.

2. Where any law, ordinance, rule, regulation, code, or other order of any public body having jurisdiction requires any Work or part thereof to specifically inspected, tested or approved, Contractor shall assume full responsibility for such inspection, testing, or approval, and pay all costs in connection therewith and furnish Owner's Representative with the required certificates of inspection, testing or approval. If any Work to be inspected, tested,

or approved is covered without written concurrence of Owner's Representative, it must be, if requested, uncovered for observation. Such uncovering shall be at Contractor's expense.

3. Neither observations by the Owner's Representative nor inspection tests or approvals by others shall relieve the Contractor from his obligations to perform the Work in accordance with the contract documents.

4. If, within two (2) years after the date of final completion and sign off and payment of any retainage by Owner to Contractor, there is any defect in materials or workmanship, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, either correct such defective Work or, if it has been rejected by Owner, remove it from the site and replace it with non-defective Work. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where a delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or the rejected Work removed and replaced. All direct or indirect costs of such removal or replacement, including compensation for additional professional services, shall be paid by Contractor. Such additional professional services include the services of any attorney employed by Owner to assist it in dealings with Contractor. If Contractor does not pay for such Work, or does not ensure that such Work is performed as required by this section, Owner may pursue reimbursement from Contractor, including pursuing a claim upon Contractor's bond, if applicable, for payment of such Work. All notices sent to Contractor shall have copies sent to Contractor's surety.

5. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by the application for payment, whether incorporated in the Project or not, will pass to Owner at the time of

payment, free and clear of all liens, claims, security interests and encumbrances of any party whomsoever.

**Section 18. Bond Form.**

Payment and Performance Bonds shall be in the form provided within the Invitation to Bid packet. Bid Bonds shall be in the standard form of the issuing company. If a standard form is not available, the AIA Form A-310 shall be acceptable for the Bid Bond.

**Section 19. Payments to Contractor.**

1. By the 5th day of each month, Contractor will submit to Owner's Representative a partial payment estimate filled out and signed by Contractor covering the Work performed during the period covered by the partial payment estimate and supported by such data as Owner's Representative may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to Owner, as will establish Owner's title to the material and equipment, and protect its interest therein, including applicable insurance. Owner's Representative will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to Owner, or return the partial payment estimate to Contractor indicating in writing his reasons for refusing to approve payment. In the latter case, Contractor may make the necessary corrections and resubmit the partial payment estimate. Owner will, within ten (10) days of the next Board meeting after presentation by Owner's Representative of an approved partial payment estimate, pay Contractor a progress payment on the basis of the approved partial payment estimate. Owner shall retain five percent (5%) of the amount of each payment until final completion and acceptance of all Work covered by the contract documents. After fifty percent (50%) of the Work has been completed, Owner may, at Owner's sole discretion, reduce or eliminate retainage on the remaining progress estimates. When the Work is substantially complete, Owner may, at Owner's sole discretion, further reduce the retained amount below 5% to only that amount necessary to assure completion. On completion and acceptance of a part of the Work on which the price is stated separately in the contract documents, Owner may, in Owner's sole discretion, pay for that part of the Work in full, including retained percentages, less authorized deductions.

2. A request for payment may also include an allowance for the cost of such major materials and equipment which are suitably stored either at or near the site.

3. Prior to Substantial Completion, Owner, with the approval of Owner's Representative and with the concurrence of the Contractor, may use any completed or substantially completed portions of the Work. Such use shall not constitute an acceptance of such portions of the Work.

4. Owner shall have the right to enter the premises for the purpose of doing Work not covered by the contract documents. This provision shall not be construed as relieving Contractor of the sole responsibility for the care and protection of the Work, or the restoration of any damaged Work except such as may be caused by agents or employees of Owner. Such entry or Work shall only be allowed to the extent it does not interfere with Contractor's Work.

5. Upon completion and acceptance of the Work, Owner's Representative shall issue a certificate attached to the final payment request that the Work has been accepted by him under the conditions of the contract documents. The entire balance found to be due the Contractor, including the retained percentages, but except such sums as may be lawfully retained by Owner, shall be paid to the Contractor within thirty (30) days of the issuance of the certificate of completion and acceptance of the Work.

6. Contractor will indemnify and save Owner and Owner's officials, employees, agents, and volunteers harmless from all claims arising out of the lawful demands of Subcontractors, laborers, workmen, mechanics, materialmen, and furnishers or machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the Work. Contractor shall, at Owner's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged or waived. If Contractor fails to do so, Owner may, after having notified Contractor, either pay unpaid bills or withhold from Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to Contractor shall be resumed in accordance with the terms of the contract documents, but in no event shall the provisions of this Section be construed to impose any obligations upon Owner to either Contractor, Contractor's surety or any third party. In paying any unpaid bills of Contractor, any payment so made by Owner shall be considered as a payment made under the contract documents by Owner to Contractor and Owner shall not be liable to Contractor for any such payments made in good faith.

7. If Owner fails to make payment thirty (30) days after approval of a partial payment estimate by Owner's Representative, in addition to the other remedies available to Contractor, there shall be added to each such payment interest at the maximum legal rate commencing on the first day after said payment is due and continuing until the payment is received by the Contractor.

#### **Section 20. Cleanup.**

1. From time to time as the Work progresses and immediately after completion of the Work, Contractor shall clean up and remove all refuse and unused materials of any kind resulting from the Work. Upon failure of Contractor to do so within 24 hours after being so directed by Owner's Representative, the Work may be done by Owner and the cost thereof may be deducted from any payment due Contractor.

2. After all other Work embraced in the contract is completed and before final acceptance of the contract, the entire right of way and driveways, alleys, and side street

approaches, slopes, ditches, utility trenches, and construction areas shall be neatly finished to the lines, grades and cross sections shown in the specifications.

3. As a condition precedent to final acceptance of the Project, Contractor shall remove all equipment and temporary structures, and all rubbish, waste and generally clean the right of way and premises.

#### **Section 21. Use of Light, Power and Water.**

Contractor shall furnish temporary light, power, and water complete with connecting piping, wiring, lamps, and similar equipment necessary before the Work is improved. Contractor shall install, maintain

and remove temporary lines upon completion of Work. Contractor shall obtain all permits and bear all costs for connection with temporary services and facilities at no expense to Owner.

## **Section 22. Arbitration.**

1. All claims, disputes, and other matters in question between Owner and Contractor arising out of, or relating to, the contract documents, including rescission, reformation, enforcement, or the breach of the terms thereof, except for claims which may have been waived by the making or acceptance of final payment or for acquisition of property subject to eminent domain, may be decided by arbitration.

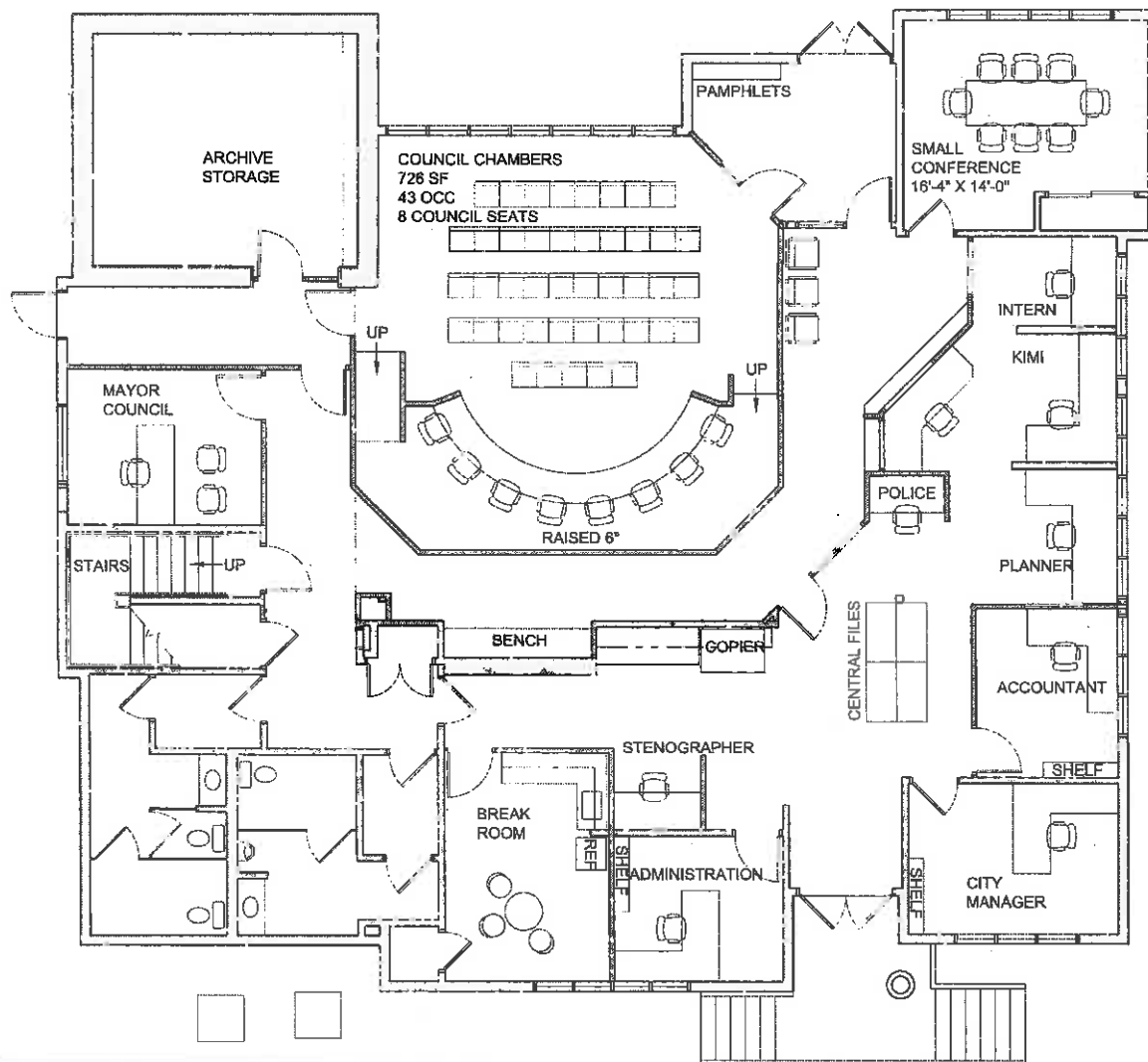
Owner shall have the sole discretion as to whether or not a dispute will be decided by arbitration conducted in Lincoln County, Oregon, rather than through the court process.

2. No demand for arbitration of any claimed dispute or other matter shall be effective until after a claim or demand regarding the underlying dispute is made to the City's Board and the Board at its next regularly scheduled meeting, has rendered a written decision with respect thereto denying the claim or demand. No demand for arbitration of the denial of any such claim, dispute, or other matter shall be made later than thirty (30) days after the date on which the Board of Directors has rendered a written decision denying the claim. The failure to demand arbitration within thirty (30) days of the date of the Board of Director's decision denying the claim shall result in the Board of Director's decision being binding upon Owner and Contractor.

3. Notice of demand for arbitration shall be filed in writing with the other party to the agreement. The demand for arbitration shall be made within the 30 day period specified above. Owner, if not the party demanding arbitration, has the option of allowing the matter to proceed with arbitration or by Written Notice within five (5) days after receipt of a demand for arbitration, or rejecting arbitration and requiring Contractor to proceed through the courts for relief. Arbitration shall be conducted under the Uniform Arbitration Act, ORS 36.600 et seq. If the parties are unable to mutually select an arbitrator within twenty (20) days following Owner's decision to pursue arbitration, then each party shall select an arbitrator, and the two arbitrators shall select a single arbitrator. The arbitrator(s) shall have substantial experience in construction disputes. The parties agree that any award rendered by the arbitrator will be final, and judgment may be entered upon the award in any court having jurisdiction thereof, and will not be subject to modification or appeal except to the extent permitted by Oregon law.

## **Section 23. Attorney Fees.**

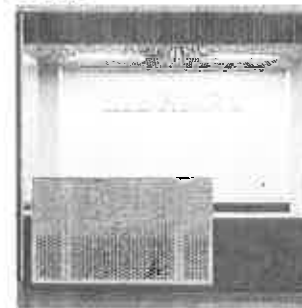
If suit, action or arbitration is brought either directly or indirectly to rescind or enforce the terms of this agreement, the prevailing party shall recover and the losing party hereby agrees to pay reasonable attorney's fees incurred in such proceeding, in both the trial and appellate courts, as well as any costs and disbursements. Further, if it becomes necessary for Owner to incur the services of an attorney to enforce any provision of this agreement without initiating litigation, Contractor agrees to pay Owner's attorney's fees so incurred. Such costs and fees shall bear interest at the maximum legal rate from the date incurred, until the date paid by losing party.



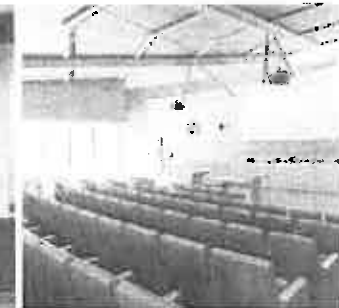
## DESIGN INSPIRATION



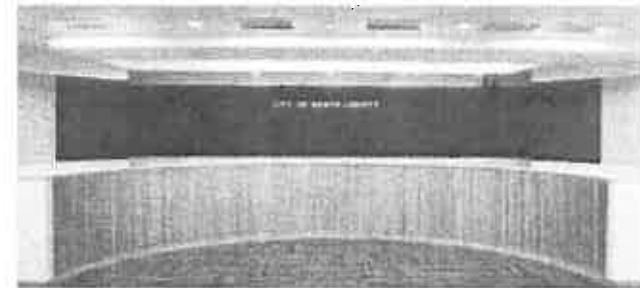
Conference room



Reception design



Stadium Seating in Council Chambers



Council Chambers Dais

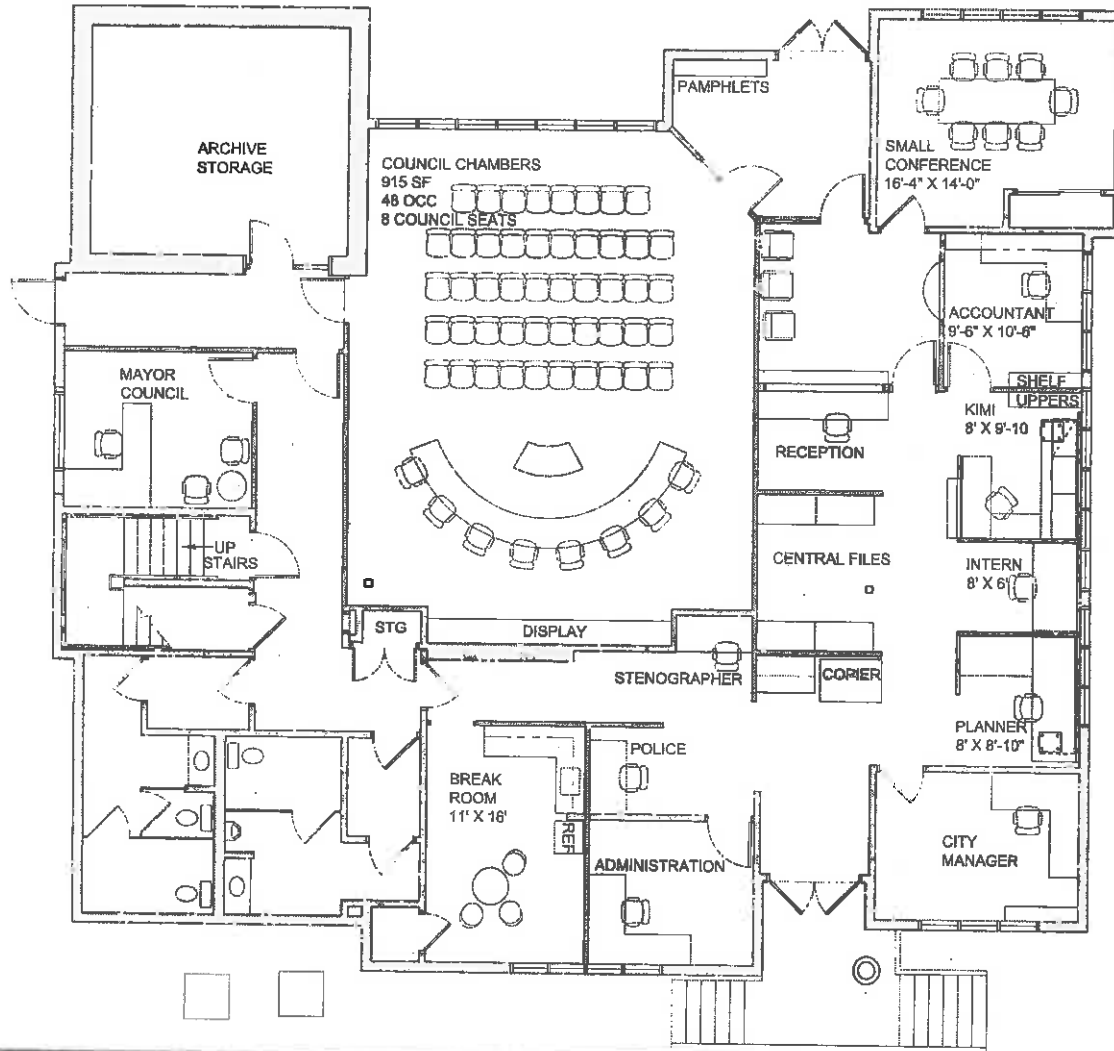
## YACHATS CITY HALL

### OPTION 1

### Conceptual Design

February 19, 2019

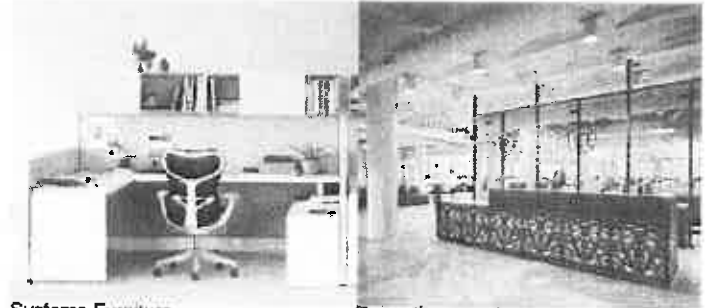




## DESIGN INSPIRATION



Conference room



Systems Furniture

Reception counter



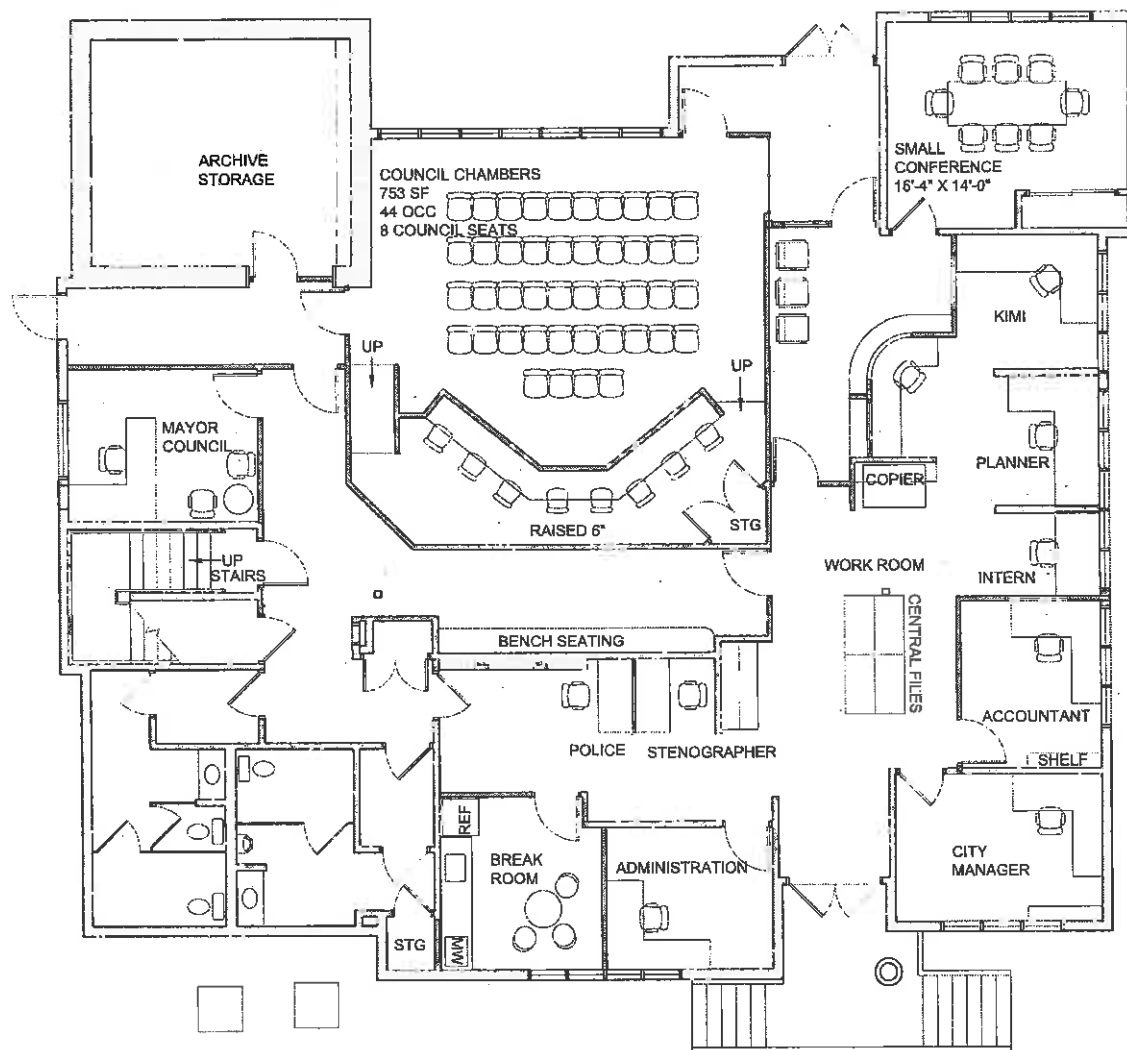
Council Chambers

## YACHATS CITY HALL

### OPTION 2

Conceptual Design

February 19, 2019



## DESIGN INSPIRATION



Reception Counter



Conference or break room



Private offices



Council Chambers

## YACHATS CITY HALL

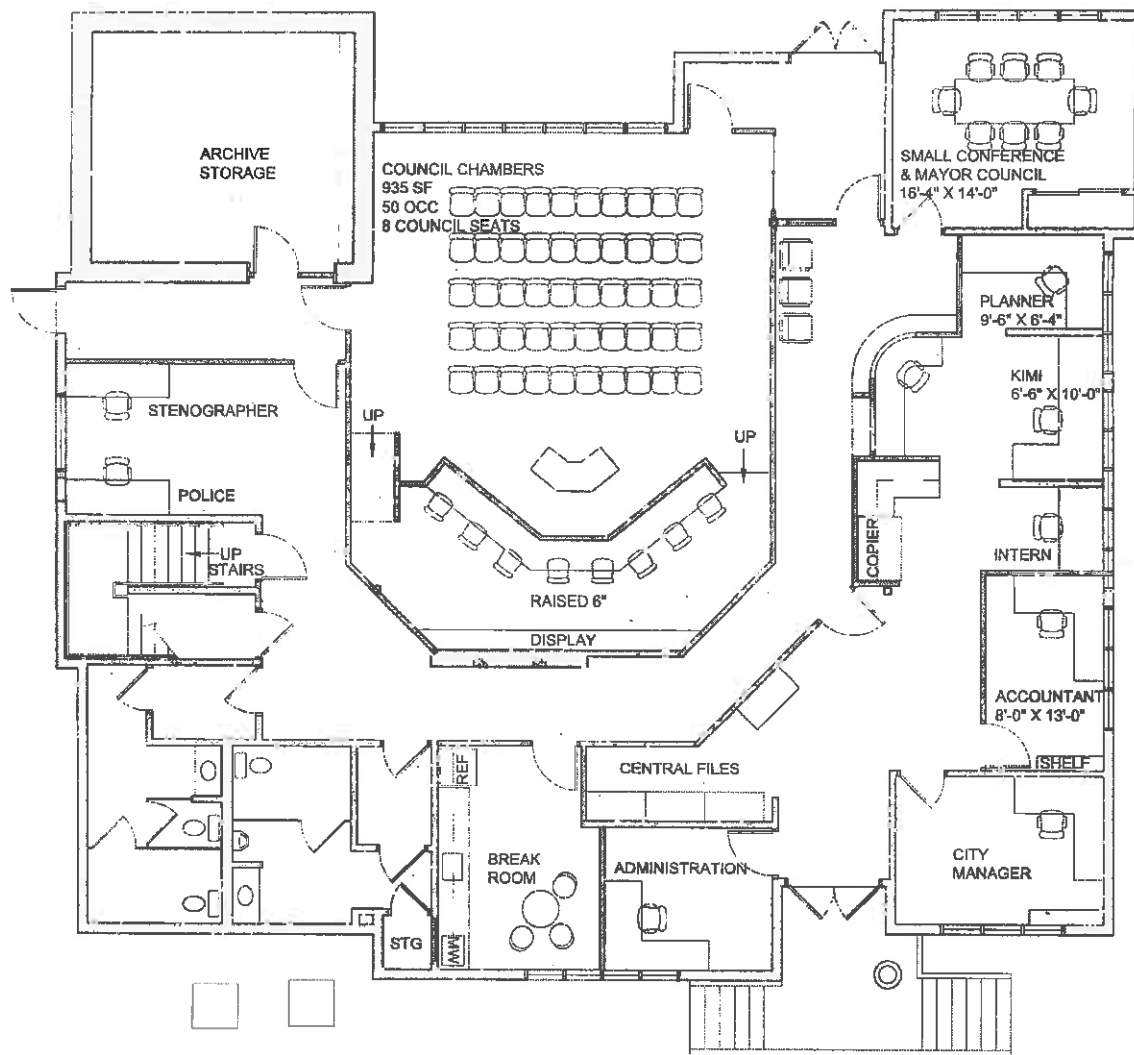
### OPTION 3

*Conceptual Design*

February 19, 2019



CARLSON  
VEIT  
JUNG  
ARCHITECTS PC



## DESIGN INSPIRATION



Reception Counter



Break room



Conference and Mayor Council



Council Chambers

## YACHATS CITY HALL

### OPTION 4

Conceptual Design

February 19, 2019



## **City Council Action Item Cover Sheet**

DATE: October 2, 2019

### **Agenda Item:**

Council Meeting Times/Days of Week

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### **Question Before Council:**

Discussion Council Meeting Dates and Times

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### **Person/Group Initiating Request:**

Council

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### **Item Summary/Background:**

Discussion of Council Meeting Dates and Times

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## **City Council Action Item Cover Sheet**

DATE: October 2, 2019

### **Agenda Item:**

TSP Community Survey Discussion

### **Question Before Council:**

Review of Memorandum's and decision on COG Suggestions

### **Person/Group Initiating Request:**

City Manager

### **Item Summary/Background:**

Discussion of information from Council of Governments and decision on direction for Community Survey.  
August 9 memo from City Manager, June 25 memo from COG, and Sept 18 memo from COG  
included for further Council review, discussion, and decision.





DATE: August 9, 2019

TO: W. John Moore, Mayor  
Yachats City Council

FROM: Shannon Beaucaire, City Manager

SUBJECT: Transportation System Plan

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In June 2019, the Yachats City Council approved moving forward with pursuing a grant from ODOT for a Transportation System Plan.

I've included information from the 2019 Grant Process, as well as, included the memorandum provided in June by the Council of Governments (COG). As noted in the memorandum, COG staff reached out to the Region 2 Transportation Planner for ODOT's Grant Program. ODOT suggested that foundational work be done prior to the application submission to better develop the communities vision for the city's transportation system.

The memorandum outlines public participation activities to develop this vision. It also includes an estimated number of hours. The City has an intergovernmental agreement with the COG for Planning Services. The rates outlined in the Agreement at \$79/hour for planners and \$98/hour for the Directors time. The memo also outlines additional potential funding sources to leverage city funding.

I am requesting direction on how to proceed over the next few month prior to the grant application submittal. Does Council wish to proceed in developing and refining a community vision as described in the memo to strengthen our application? If so, which or all of the public participation process do you wish to have completed?





1400 Queen Ave SE • Suite 201 • Albany, OR 97322  
(541) 967-8720 • FAX (541) 967-6123

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## MEMORANDUM

**DATE:** June 25<sup>th</sup>, 2019  
**TO:** Shannon Beaucaire, City of Yachats, City Manager  
**FROM:** Dana Nichols, Oregon Cascades West Council of Governments  
**RE:** Community Survey

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### Background

Oregon Cascades West Council of Governments ("OCWCOG") Staff has been working with the City of Yachats ("City") to develop projects in multiple arenas: municipal code updates, transportation planning, and parks and signage. After discussion on how best to move forward with the multitude of projects, OCWCOG and members of the City convened a phone call regarding an idea to look more holistically at the community and develop a Transportation System Plan using funds procured from the Transportation and Growth Management Program (through the Oregon Department of Transportation and the Department of Land Conservation and Development). Since the application process just passed, funds for this project will not be available again until May 2020. The TGM grant is also a competitive statewide process that is generally only able to fund about a third of applicant projects each year.

OCWCOG Staff reached out to David Helton, Region 2 Transportation Planner for ODOT's TGM program to learn more about the TGM application process and how best the City can move forward in preparation of an application. Helton's suggestion was to perform some foundational work in the next 10 months before the application is due to better develop the city's vision for their transportation system. A community survey was proposed that would essentially answer the question: What are the real issues in the community that the TSP will address?

OCWCOG proposes that the next 10 months could be best used to develop a community vision through a community survey and strategic plan. *Yachats 2020* was a strategic plan developed by the community in 1999. While many of the values remain, the path to achieve this vision is unclear and specific projects are not addressed. A community survey and strategic plan may assist the city in not only procuring funding for a Transportation System Plan, but also help guide future decisions and planning. The City Council may wish to use this survey as a way to gauge community interest in various planning processes, and also help prioritize projects in the future.

A robust public participation process will be needed to best develop the vision. While the City may opt to just do a community survey, a better approach would be to try to reach out to all members of the community, not just those who commonly participate in the local government process. The following provides a list of recommended tasks to be completed over the next 10 months, and also an estimated range of hours it might take to accomplish. The end of this memo also provides some other funding sources that may be explored to leverage city funding.

## Public Participation Process

While, OCWCOG staff recommends a more robust public participation process, a menu of options has been provided for you below to describe some of the tasks that could be part of a community survey and visioning process. The survey will provide a general overview of the community desires, however further delving into specific topics will help flesh out the particulars of the community vision and help develop a strategic plan for how to move it all forward. The number of hours expected for each task is included for cost referencing. Actual cost will be dependent on the request of the City.

**Community survey:** OCWCOG staff can develop a community vision survey that either addresses only transportation system related topics, or that addresses community-wide topics (transportation, housing, economic development, tourism, emergency management, etc.). The survey can be made available online and on-paper, available at City Hall. OCWCOG can administer the survey, input any data collected by hand, and provide a brief memo analyzing the details. Input from City Staff will be necessary to ensure survey appropriately and effectively addresses city issues.

Estimated number of hours: 25-45 (dependent on how many questions are desired, and how many responses are collected.)

**Focus Groups:** OCWCOG staff can organize and host a series of focus groups targeting specific audiences (business owners, students/parents/educators, city staff, volunteer organizations, etc.). Preparation will include developing guest lists, writing up questions and preparing activities, and setting up locations and time. Focus groups will take place in Yachats, and a brief memo summarizing the responses will be provided to the City.

Estimated number of hours: 35-40

**Intercept Surveys:** OCWCOG staff can develop a list of questions to be asked of random people on the street. This task tries to address people who are actively using/experiencing different parts of the city, who may or may not have taken the city-wide survey. This task can target specific audiences, asking about transportation (mode choice, infrastructure experience, and system-wide satisfaction), economy (shopping/restaurant/lodging options, job opportunities, housing, etc.) or other topics as selected by the city. OCWCOG staff can administer the survey, or the city may opt to hire someone else for this task. A summary of responses will be provided to the City.

Estimated number of hours: 20-40 (dependent on number of survey responses desired, and whether or not OCWCOG administers the survey.)

**Stakeholder interviews:** Individuals selected by the City of Yachats will be invited to participate in a phone interview conducted by OCWCOG staff. Questions will be reviewed by City staff ahead of time. Raw data and a summary of responses will be provided to the City.

Estimated number of hours: 15-20 (dependent on the number of interviews requested.)

**Town Hall:** OCWCOG can host a city-wide community meeting that provides citizens with the opportunity to speak publically about the future of the city, in a less formal format than a council or commission meeting. OCWCOG can develop a brief presentation explaining the meeting format and expectations, and will record all feedback from citizens. Marketing of the event will be the responsibility of OCWCOG and the City.

Estimated number of hours: 40-50

Finally, OCWCOG can write up a strategic plan to help the City prioritize issues/projects/plans that come out of the community survey. The last document created around community visioning, *Yachats 2020*, provided a concept for the future that addressed the *feelings* that Yachats would exude, but shied

away from developing a list of projects that would be required to get there. This plan would develop a task list to help the city prioritize projects based on public feedback, as well as explain the city's vision for their future systems. This plan could be useful when applying for grants such as the Transportation and Growth Management funding as it would show that the TSP is one component of a larger vision.

### **Possible Funding Sources:**

ODOT TGM: <https://www.oregon.gov/LCD/TGM/Pages/Planning-Grants.aspx>

ODOT/DLCD Other Grants: <https://www.oregon.gov/lcd/TGM/Pages/Other-Grants-and-Incentives.aspx>

DLCD Coastal Planning Grants: <https://www.oregon.gov/lcd/OCMP/Pages/Grants.aspx>

The Ford Family Foundation: <https://www.tfff.org/how-we-work/grants/current-funding-opportunities/technical-assistance-grants-0>





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## MEMORANDUM

**DATE:** September 18<sup>th</sup>, 2019  
**TO:** Shannon Beaucaire, City of Yachats, City Manager  
**FROM:** Justin Peterson, Oregon Cascades West Council of Governments  
**RE:** Community Survey Update

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### Background

Oregon Cascades West Council of Governments ("OCWCOG") Staff has been working with the City of Yachats ("City") to develop projects in multiple arenas: municipal code updates, transportation planning, and parks and signage. In a previous memo OCWCOG Staff detailed that the Transportation Growth Management (TGM) Grant through Oregon Department of Transportation (ODOT) and Department of Land Conservation and Development (DLCD) funds would not be available again until May 2020. David Helton, Region 2 Transportation Planner for ODOT's TGM program, suggested the completion of some foundational work prior to the application deadline to better develop the city's vision for their transportation system. Therefore, OCWCOG staff recommended a menu of options to describe some of the tasks that could be part of a community visioning process, including: a community survey, focus groups, intercept surveys, stakeholder interviews, or town hall meetings.

In the previous memo, OCWCOG proposed that the next 10 months could be best used to develop a community vision through a community survey and strategic plan. Yachats 2020 was a strategic plan developed by the community in 1999. While many of the values remain, the path to achieve this vision is unclear and specific projects are not addressed. A community survey and strategic plan may assist the city in not only procuring funding for a Transportation System Plan, but also help guide future decisions and planning. City Council may wish to use this survey as a way to gauge community interest in various planning processes, and also help prioritize projects in the future.

The City of Yachats City Manager, Shannon Beaucaire, presented the memo findings to the City of Yachats Council and requested direction on how to proceed on September 4<sup>th</sup>, 2019. City Council requested additional information on the feasibility of obtaining various grant funds.

### Possible Funding Sources:

ODOT TGM: <https://www.oregon.gov/LCD/TGM/Pages/Planning-Grants.aspx>

ODOT/DLCD Other Grants: <https://www.oregon.gov/lcd/TGM/Pages/Other-Grants-and-Incentives.aspx>

DLCD Coastal Planning Grants: <https://www.oregon.gov/lcd/OCMP/Pages/Grants.aspx>

The Ford Family Foundation: <https://www.tfff.org/how-we-work/grants/current-funding-opportunities/technical-assistance-grants-0>

The Transportation and Growth Management program funds help local jurisdictions plan for streets and land, including transportation system planning and integrated land use and transportation planning. The application process just passed and funds from this grant will not be available again until May 2020. The TGM grant is a competitive statewide process that is generally only able to fund about a third of

applicant projects each year. As discussed above, David Helton suggested the completion of some foundational work prior to the application deadline to better develop the city's vision for their transportation system.

The DLCD Community Grants program lists a variety of grant fund opportunities. Grant opportunities include technical assistance grants, periodic review grants, dispute resolution grants, and the Grant Young Memorial Planning Assistance grant. After reviewing the grant descriptions it appears the technical assistance grant would make the most sense for the community. Past technical assistance grants have been awarded to local jurisdictions for buildable lands inventories, economic development studies, housing needs assessments, and wildfire protection plans. OCWCOG could move forward with a grant application for community visioning and a strategic plan, however, the deadline is less than two weeks away. Alternatively, in the future, the City of Yachats could apply for the technical assistance grant for a plan update or assessment determined by the community visioning and strategic plan to be a top priority.

The DLCD Coastal Planning Grant program assists coastal communities with land use activities related to the coast. The coastal planning grants webpage notes that some grants are temporary suspended due to a funding penalty imposed by the Environmental Protection Agency (EPA). OCWCOG Staff reached out to Hui Rodomsky, DLCD South Coast Regional Representative, to learn more about the application process and how best the City can move forward. OCWCOG has not received a response from DLCD and recommends other grant opportunities are pursued as more information is gathered about coastal planning grants.

The Ford Family Foundation Grant program offers Technical Assistance Grants to help organizations build their internal capacity to make a positive impact. The grant fund could be up to \$5,000 and could be used for community visioning and strategic planning. The grant does not require a specific match amount, however the City would have to include evidence of investment in the project. The grant does not have a specific deadline and grants are decided on within four weeks. OCWCOG Staff reached out to the Ford Foundation to learn more about the application process and the feasibility of receiving grant funds. Based on conversations with the Ford Foundation grants are more competitive than in the past, but they have approved grant funds for strategic plans in the past.

### Next Steps:

Grant funds will take time to apply for and be reviewed, and are a competitive application process. The community survey and strategic plan would better position the City to receive TGM grant funds, which has an application deadline in 8 months. The other grant funds could help leverage city funding to develop a community survey. However, due to the TGM grant timeline, OCWCOG recommends that the City of Yachats move forward with the community survey with city funds and simultaneously apply for other grant opportunities, specifically the Ford Family Foundation grant. The City of Yachats moving forward with the community survey would show a commitment to developing a robust public participation plan and visioning process, which may help with future the grant applications. Alternatively, other grant funds could be applied for to complete the community survey.

If City Council finds that the community survey provides enough information to move forward with a strategic plan then no additional visioning is required. However, if additional community visioning is found necessary, other grant funds, if received, could be used to complete focus groups, stakeholder interviews, or town hall meetings which would further delve into specific topics of interest identified through the community survey. Next, a strategic plan could help the City prioritize issues/projects/plans that come out of the community survey and/or focus groups/stakeholder interviews/town hall meetings. The last document created around community visioning, Yachats 2020, provided a concept for the future, but shied away from developing a list of projects that would be required to get there. An updated strategic plan would develop a task list to help the city prioritize projects based on public feedback, explain the city's vision for their future systems, and position the City to receive additional grant funding for prioritized projects. OCWCOG future deliverables could include administration and analysis of the

community survey and a strategic plan. The number of hours expected for the community survey was included in the previous memo for cost referencing. Actual cost will be dependent on the request of the City.



## **City Council Action Item Cover Sheet**

DATE: October 2, 2019

### **Agenda Item:**

Ordinance

### **Question Before Council:**

Eliminating the License Cap Sunset

### **Person/Group Initiating Request:**

Council

### **Item Summary/Background:**

Ordinance 362 addresses the license cap sunset. The remaining items will be forthcoming for Council review and public discussion.



**CITY OF YACHATS  
ORDINANCE NO. 362**

**AN ORDINANCE ELIMINATING THE LICENSE CAP SUNSET IN YACHATS  
MUNICIPAL CODE SECTION 4.08.040 AND DECLARING AN EMERGENCY**

**Whereas**, the City has regulated vacation rentals for over twenty years so it has been able to observe the impacts of the regulations on the community and whether new regulations have resulted in the desired results; and

**Whereas**, in 2017, the City Council determined that setting a cap on the total number of vacation rental licenses within the City would help to maintain the community-feel of the City by keeping the number of licenses below 20% of the number of single-family homes in the City; and

**Whereas**, the 2017 Council action included a sunset provision whereby the 125 license cap would only be in place for two years, through October 2019, which would allow the Council to continue to study the issue and review the effects of the cap on the City's license program; and

**Whereas**, since the 2017 Council action, the Council has continued to review the vacation rental license program and has determined that the license cap is serving its intended purpose; and

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

**Whereas**, the license cap adopted in 2017 as part of YMC 4.08.040.C is an essential component of the City's vacation rental regulations as it is necessary for the preservation the City's community character and it is necessary to keep the license cap in place in order to ensure budgeted staff resources are able to adequately oversee the City's obligations under the vacation rental licensing program; and

**Whereas**, allowing the license cap to lapse would create a hardship on staff and the City's budget by increasing the workload caused by overseeing more vacation rental units and allowing the license cap to lapse would cause a hardship on the community by increasing the negative impacts caused by an increase in the density of vacation rental units within the City's residential neighborhoods; and

**Whereas**, the license cap has served its intended purpose so it should be allowed to continue, with the sunset provision removed,

**NOW THEREFORE**, the City of Yachats ordains as follows:

**Section 1. Yachats Municipal Code Section 4.08.040.C.**

Yachats Municipal Code Section 4.08.040.C. shall be amended to read as follows:

C. A total of one hundred twenty-five (125) licenses will be available at any one time. For license renewals each year, priority will be given to existing licenses seeking renewal, so long as the renewal application is delivered to the City by December 29, or the next business day if December 29 falls on a day City Hall is closed. After December 29, if existing licenses are below one hundred twenty-five (125) in total number, and there are licenses available after accounting for all license renewal, new applications will be accepted on a first-come first-served basis, with process identified through administrative policy.

**Section 2. Immediate effective date – emergency determination.**

Pursuant to the Yachats Charter, the Council adopts the findings set forth above and determines that an emergency exists such that this Ordinance should take effect immediately upon passage so as to safeguard the peace, health and welfare of the City.

Passed and adopted by the Yachats City Council this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

|                   | YES                      | NO                       | NOT PRESENT              |
|-------------------|--------------------------|--------------------------|--------------------------|
| John Moore, Mayor | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Max Glenn         | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| James Kerti       | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Jim Tooke         | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Leslie Vaaler     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

\_\_\_\_\_  
W. John Moore, Mayor

Attest by:

\_\_\_\_\_  
Shannon Beaucaire, City Manager