



**AUTHORIZATION FOR  
AGREEMENTS, MOUs, OR  
OTHER DOCUMENTS OBLIGATING  
THE CITY**

3495

**All contracts, agreements, grant agreements, memoranda of understanding, or any document obligating the city (with the exception of purchase orders), requires the completion of this form. The City Manager will sign these documents after all other required information and signatures are obtained.**

Document: MOU Abandoned RV Date: 6/6/23

Statement of Purpose: Abatement Program

Department Head Signature: See attached

Remarks, if any: \_\_\_\_\_

City Attorney Review and Signature: See attached Date: 6/6/23

Other Signatures as Requested by the City Attorney: \_\_\_\_\_

Name/Position  
Date: \_\_\_\_\_

Budget Confirmed: 

Signature	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input type="checkbox"/>
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Certificate of Insurance Attached: 

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input type="checkbox"/>
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City Council Approval Needed: 

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Date: _____
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After all the above requested information is complete and signatures obtained, return this form, along with the original document to the City Manager for signature. No documents should be executed prior to the City Manager's approval as evidenced by signature of this document.

City Manager Signature: [Signature] Date: 06/06/23

Once all signatures and certificates of insurance have been obtained, return this document, along with the original, fully-executed agreement, MOU, or other document to the City Recorder. A copy of grant agreement and all project funding documents, must be forwarded to the Finance Department for tracking and audit purposes.

City Recorder Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Date posted on website: \_\_\_\_\_

## **MEMORANDUM OF UNDERSTANDING**

### **MOU BETWEEN LINCOLN COUNTY AND THE CITIES OF DEPOE BAY, LINCOLN CITY, NEWPORT, SILETZ, TOLEDO, WALDPART, AND YACHATS REGARDING ABANDONED RV ABATEMENT PROGRAM**

This MOU is entered into by and between Lincoln County (hereinafter, "County") and the cities of Depoe Bay, Lincoln City, Newport, Siletz, Toledo, Waldport, and Yachats (hereinafter "City") for purposes of memorializing their collaborative working relationship in the provision of abandoned recreational vehicle abatement within the geographic boundaries of Lincoln County, and for purposes of outlining the expectations of the parties.

#### **BACKGROUND:**

During the pandemic, abandoned dilapidated motorhomes, recreational vehicles, and travel trailers, along with associated piles of debris and sewage sourced from once occupied now abandoned vehicles, began to spring up along roads and on private property, creating blight and probable public health issues. There is a lack of dedicated monies budgeted for the high cost of abandoned RV removal. Driving this cost up is the issue of abatement of asbestos as a component of RV manufacturing and repair. As such, asbestos testing and abatement is necessary on all RVs older than 2004. Removal is prohibitively expensive (\$3K-\$15K) per vehicle depending on size, location, and the hazardous materials found onboard. Absent finding another funding source, local funds would have to draw down funds from other critical budget lines to address this emergent issue.

Lincoln County BOC approved Order #01-23-029 to help fund the removal of abandoned motorhomes, recreational vehicles, and travel trailers from within both incorporated and unincorporated areas of Lincoln County. The one-time allocation, based partly upon the Regional Solid Waste Advisory Committee's recommendation of distributing \$100K to local cities, is expected to enable a fast-response, community-wide RV abatement program to function through June 30, 2024.

This MOU outlines the process for local cities to access this limited funding source. The MOU also provides a universal process framework to remove abandoned RVs should other sources of funding be identified by either the City or County.

#### **PROCESS:**

For purposes of this MOU an "RV" shall include abandoned motorhomes, recreational vehicles, and travel trailers; AND shall include all associated trailers, boats, and garbage within the solid waste debris field of the abandoned RV. This includes removal of items found standard in abandoned RVs, such as car batteries, fuel, asbestos, and black water. This interpretation of an abandoned RV may be flexible and expanded as long as the definition reasonably represents a similar end result of solid waste debris being cleared, and the City and County are in mutual agreement. An example of an expanded definition may include a modified bus that has been made into a living space. The demolition of permanent building

structures such as stick built homes, office buildings, sheds, etc. is not a function of the Abandoned RV Abatement Program.

At the time of this MOU, it is anticipated that each participating City will have credit to remove 2 RVs and all associated solid waste associated with those RVs. The credit of number of RV's granted to cities may be expanded equitably between cities by the County if funding allows, and at the sole discretion of the County. It is understood that the costs of RV abatement are unpredictable as they are dependent on many factors for each specific situation and that funding is limited and this MOU and the Abandoned RV Abatement Program may end at any time based upon the limited funding source at the sole discretion of the County.

This MOU may be amended from time to time as needed, by mutual written consent of the parties.

To utilize the program, the City shall follow the appropriate application formats as defined by:

- Attachment A  
Removal of Abandoned RV from the Public Right-of-Way or from Public Property
- Attachment B  
Removal of Abandoned RV from Private Property\*
- Attachment C  
Sample Right of Entry Form (for access to private property)

\*Responsibility for costs related to private property cleanup shall be a function in the scope and responsibilities of each executed three-party contract and are not necessarily defined by this MOU.

#### **CITY OBLIGATIONS:**

City ensures that:

- The abandoned RV is within City's City jurisdiction and the City has authority to remove it.
- City law enforcement has verified the abandoned RV is vacant, properly tagged all vehicles/trailers, and the required posting and notification period has expired.
- The City currently has credit to remove RVs under this Abandoned RV Abatement Program and understands this request utilizes one of these credits.
- City understands the discovery and removal of hazardous materials or environmental remediation from hazardous spills is not a function of this MOU and remains the responsibility of the City.
- To access Abandoned RV Abatement Program funds, City must utilize the process of this MOU.
- City agrees to utilize the local franchised hauler to request removal and destruction of the identified abandoned RV.
- Unless expressly identified in this MOU, City does not convey any liability or responsibility to the County for activity regarding this MOU.
- City will notify the County of any prosecution related to an abandoned RV that the City requests the removal of under this MOU.

**COUNTY OBLIGATIONS:**

County ensures that:

- Lincoln County Solid Waste District operates the Abandoned RV Abatement Program under the guidelines set forth by Order #01-23-029 and provides an equal opportunity for each City under this MOU to participate.
- Lincoln County Solid Waste District coordinates with local law enforcement and local franchised hauler on RV removal activities performed under this MOU.
- Lincoln County Solid Waste District will provide participating cities with administrative assistance as necessary to utilize Abandoned RV Abatement program funds.
- Lincoln County Solid Waste District monitors and tracks the number of abandoned RV removals credited to each city.
- Within the scope of credits and the funding parameters identified by BOC, Lincoln County Solid Waste District is to receive and pay in full for the removal and disposal of solid waste (including asbestos abatement) related to RVs within city limits which are properly identified for disposal under this MOU.
- Upon receipt of the City letter requesting action under Abandoned RV Abatement Program, Lincoln County Solid Waste District will coordinate next steps with the City and the hauler.

So Understood and Agreed:

Lincoln County:

Kathy Jackson  
Chair

Claire Hall  
Commissioner

Cory Miller  
Commissioner

On the 21st day of June, 2023.

Approved as to form by: 06.09.23

Brian Gardner  
Brian Gardner  
Lincoln County, Assistant County Counsel

City of Newport

Dr. R. N. Hall  
City Manager

On the 6 day of June, 2023.

Approved as to form by:

David N. Allen

David N. Allen, City Attorney  
City of Newport

**Attachment A**

***[to be typed on City letterhead]***

Lincoln County Solid Waste District  
880 NE 7<sup>th</sup> St  
Newport, OR 97365

**REQUEST TO REMOVE  
ABANDONED RV FROM PUBLIC ROW OR PUBLIC PROPERTY  
[City Law Enforcement Casefile #]**

City law enforcement has identified and tagged an abandoned RV for removal and destruction. This letter is a formal request for **[Dahl Disposal Service/Thompson's Sanitary Service/ North Lincoln Sanitary Service]** to immediately remove the following abandoned RV and all associate solid waste under the County's Abandoned RV Abatement Program funding.

**ABANDONED RV:** *Provide brief description of the RV: Tan, with gold stripe. License plate xxx 123*

**ASSOCIATED SOLID WASTE:** *Provide a brief description if there are additional materials surrounding the RV, such as boats, garbage piles, tires, trailers, etc. that are also to be removed*

**LOCATION:** *Provide a brief description of the location, north side of ZZYX street, east of 3rd Avenue*

The City verifies that:

- The abandoned RV is within City's City jurisdiction and authorizes its removal.
- The abandoned RV and associated vehicles with registration are vacant and have passed the required posting and notification period.
- The City currently has credit to remove xx RVs under this Abandoned RV Abatement program and understands this request utilizes one of these credits.

I will be your contact ***[insert city contact, usually law enforcement]*** at ***(541) 111-5555*** for any questions or concerns regarding this request.

**{Signed}**

cc. Hauler

Attach Photos or pertinent identifying narratives

**Attachment B**

**[to be typed on City letterhead]**

Lincoln County Solid Waste District  
880 NE 7<sup>th</sup> St  
Newport, OR 97365

**REQUEST TO REMOVE  
ABANDONED RV FROM PRIVATE PROPERTY  
[City Law Enforcement Casefile #]**

City law enforcement has identified a private property within the city's jurisdiction that the City would like to pursue funding under the Abandoned RV Abatement program. If an agreement can be reached, the owner would remain in 5-years of code compliance in lieu of enforcement to have an abandoned RV removed from their property.

Attached is a Right-of-Entry form granting permission for local law enforcement, the City, and County to enter the property.

This letter is a formal request to begin the process of reviewing a three-party contract with Lincoln County, the property owner, and city to abate the property and bring into compliance. The city understands this is a cursory review and the next step is to work with the local hauler and County to establish a cost estimate and identify if scope of work. Our intent is to come together and find a path forward to mutually agreed upon contract.

The City verifies that:

- The abandoned RV is within City's City jurisdiction and authorizes its removal.
- The abandoned RV is vacant and has passed the required posting and notification period.
- The City currently has credit to remove xx RVs under this Abandoned RV Abatement program and understands that if a three-party contract is executed, this would use one or all of this credit.
- City has a Right-of-Entry signed by the property owner

I will be your contact **[insert city contact, usually law enforcement]** at **(541) 111-5555** for any questions or concerns regarding this request.

**[Signed]**

cc. Hauler

Attach Photos, executed Right of Entry, and pertinent identifying narratives

## Attachment C

### **RIGHT OF ENTRY AUTHORIZATION – Debris Assessment**

#### **What this Authorization Does:**

By signing this authorization, you allow Lincoln County staff and its contractors to enter your property, including sheds, dilapidated structures, abandoned RV's and vehicles to inspect, photograph, and take samples of onsite debris for the express purpose of assessing a potential onsite cleanup.

**Grant of Right of Entry:** By signing below, the property Owner, Owner's authorized agent and tenant, if any, collectively ("Owner"), hereby unconditionally authorizes *Lincoln County staff and contractors* ("Assistance Providers"), to have the right of access and to enter in and onto the property for the purpose of performing work described below. It is fully understood that this Right-of-Entry Authorization (ROE) does not create any obligation on the part of the Assistance Providers to perform inspections, remove debris, and undertake emergency protective measures to the Property.

**Time Period:** The ROE shall expire the earlier of either: when Owner enters into a Solid Waste Removal Agreement with Lincoln County; or, 1-year after this form is signed, unless it is cancelled sooner than that according to the terms herein. The Assistance Providers – Indemnification- Hold Harmless provisions, once signed, survive the termination of the ROE.

**Scope of Work and Disclosures:** Inspecting and identifying solid waste debris, sampling for potential hazardous materials, mapping piles and debris location(s), and estimating costs for debris removal on the Owner's property.

**Assistance Providers – Indemnification- Hold Harmless:** The Owner acknowledges that the Assistance Providers' decisions on whether, when, where, and how to assess, map, and test debris on Owner's property are discretionary functions. Additionally, the Owner hereby agrees to indemnify, defend and hold harmless the Assistance Providers and Lincoln County against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, personal injury, death, and charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter, collectively referred to as "Claims"), as well as any and all actions, either legal or equitable, which the Owner has, or that might arise, of any nature whatsoever and by whomever made, or may have, by reason of or incident to any decision or action of aforesaid Assistance Providers taken or not taken in connection with entry onto the Property or to accomplish the aforementioned work.

### **Attachment C**

**Authority to Sign:** Owner represents and warrants that Owner has full power and authority to execute and fully perform Owner's obligations under this ROE. If Owner is an entity, Owner also represents and warrants that Owner has such power and authority pursuant to its governing instruments, without the need for any further action, and that the person(s) executing this ROE on behalf of Owner are the duly designated agents of Owner and are authorized to do so. Owner expressly represents and warrants that fee title to the Premises is vested solely in Owner(s).

**Property Access:** This ROE includes the right of ingress and egress on other lands of the Owner not described below, provided such ingress and egress is necessary and not otherwise conveniently available to the Assistance Providers. All tools, equipment, and other property taken upon or placed upon the property by the Assistance Providers shall remain the property of the Assistance Providers and may be removed by the Assistance Providers at any time within a reasonable period after the expiration of this ROE, if necessary.

**Information Sharing:** Information is collected to make it possible for the Assistance Providers and their assigns, officers, employees, agents, volunteers, contractors and/or representatives to enter your property and inspect debris for potential removal. Information submitted will be shared with other government agencies, local, state, federal, and their assigns, officers, employees, agents, volunteers, contractors and subcontractors, as well as with authorized volunteer agencies performing services, for official use only in accordance with the purposes stated in this ROE.

#### **Contact Information:**

Lincoln County Solid Waste and Recycling

Paul Seitz, District Manager

880 NE 7<sup>th</sup> Street, Newport,  
Oregon 97365 Phone (541) 574-  
1285

[solidwaste@co.lincoln.or.us](mailto:solidwaste@co.lincoln.or.us)



**Attachment C**

<b>Property Address:</b>	
Owner's _____	<b>Name:</b> _____
Tenant's Name (if applicable): _____	
Assessor's Parcel Number (APN): _____	
Property Address: _____	
<b>Owner's Contact Information:</b>	
Mailing Address: _____	
City: _____	State: _____
Phone: 1 (    ) _____	
Phone: 2 (    ) _____	
E-mail: _____	

I understand the terms and requirements of this Debris Assessment ROE Authorization. I am the property owner of the subject property, and I am authorized to sign this Right of Entry Authorization

**Signatures:**

I agree to the terms of the Right of Entry Authorization:

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co-Owner Signature (if applicable)

\_\_\_\_\_  
Date