

CITY OF  
MANZANITA



COUNCIL PACKET



## M E M O R A N D U M

**TO: HONORABLE MAYOR AND CITY COUNCIL**

**FROM: ASSISTANT CITY MANAGER KRISTIN GRASSETH**

**RE: CONSENT AGENDA FOR JULY 7, 2021, COUNCIL MEETING**

**DATE: JUNE 25, 2021**

### **RECOMMENDED ACTION:**

Motion to adopt the Consent Agenda.

### **BACKGROUND INFORMATION**

On the Consent Agenda are routine and presumably non-controversial business items that can be adopted by a single motion as recommended above. If the Mayor or any Councilor or a member of the audience wishes to remove an item from the Consent Agenda, it should be discussed individually on the regular agenda. Any item so removed from the Consent Agenda should be discussed after consideration of the Consent Agenda.

By adopting the Consent Agenda, you will be approving the following motions:

- A. Motion to approve the minutes of the City Council Meeting of June 9, 2021, the City Council workshop of June 9, 2021, and Special City Council Budget Hearing June 23, 2021.
- B. Motion to approve payment of bills and all subsequent bills subject to approval by the Mayor or Council President and City Manager.

**CITY OF MANZANITA**  
**June 9, 2021**  
**CITY COUNCIL SPECIAL WORKSHOP**

**CALL MEETING TO ORDER:** The meeting was called to order by Mayor Scott at 3:00 pm June 9, 2021 via Zoom.

**ROLL:** Members present were: Mike Scott, Linda Kozlowski, Steve Nuttall, Jerry Spegman, and Hans Tonjes. Staff Present: Leila Aman, Kristin Grassest, Nina Aiello, Dan Weitzel, and Scott Gebhart.

**PRESENTATION ON WORKFORCE HOUSING AND UPDATE ON MANZANITA TRAIL MASTER PLAN:** Tillamook County Community Development Director Sarah Absher and County Commissioner Erik Skaar gave a presentation on the housing crisis in Tillamook County. Absher stated that the Tillamook County Housing Commission meets the first Thursday of every month to discuss issues related to affordable housing in our County. Their focus is on creating a 20-year forecast of a housing needs analysis, as well as analyzing the buildable lands inventory. The group helps to create an informed platform for the community, and Absher encourages everyone to participate.

Absher and Skaar recommended that the City reevaluate its ordinance on Accessory Dwelling Units. The Ordinance currently only allows ADU's if they are attached to the primary residence, and modifying restrictions on this would potentially allow for more housing to become available in the community. In addition, if the City considered reevaluating its Ordinance on density restrictions and zoning codes, more buildable lands inventory would become available.

Councilor Spegman stated that the second draft of the Manzanita Trail Master Plan was posted on the website in March 2021. It is recommended that the Mayor select a Trail Committee through an application process, and the committee will then be responsible for approving and implementing the Trail Master Plan.

**Mayor Scott adjourned the meeting at 4:09 pm**

**MINUTES APPROVED THIS**  
**7<sup>th</sup> Day of July, 2021**

\_\_\_\_\_  
Michael Scott, Mayor

Attest:

\_\_\_\_\_  
Leila Aman, City Manager

**CITY OF MANZANITA**  
**June 9, 2021**  
**CITY COUNCIL MEETING**

**CALL MEETING TO ORDER:** The meeting was called to order June 9, 2021 at 7:00 p.m. via Zoom by Mayor Mike Scott.

**ROLL:** Members present were: Mayor Mike Scott, Linda Kozlowski, Steve Nuttall, Jerry Spegman, and Hans Tonjes. Staff present: City Manager Leila Aman, Assistant City Manager Kristin Grasseeth, Finance & Administrative Specialist Nina Aiello, Building Official Scott Gebhart, and Public Works Director Dan Weitzel.

**AUDIENCE INTRODUCTION:** There were 37 people in attendance

**ANNOUNCEMENT OF THE CITIZEN OF THE YEAR:** Mayor Mike Scott stated that Visitors Center Coordinator Dan Haag has been selected as the 2021 Citizen of the year.

**CONSENT AGENDA:**

- A. APPROVAL OF MINUTES – April 30, 2021 Special City Council Meeting, May 5, 2021 City Council Workshop, and May 5, 2021 City Council Meeting.
- B. APPROVAL OF BILLS FOR PAYMENT

**A motion was made by Tonjes, seconded by Kozlowski, to approve the consent agenda that includes approval of the April 30, 2021 Special City Council Meeting, May 5, 2021 City Council Workshop, and May 5, 2021 City Council Meeting; approve payment of bills and all subsequent bills subject to approval by the Mayor or Council President and City Manager.**

**NEW CITY HALL:**

- A. **Resolution 21-03: A Resolution adopting community values and goals for the Manzanita City Hall project** – City Manager Leila Aman presented Resolution 21-03 which states the goals that City Council agreed upon at the May 5, 2021 City Council Meeting.

**A motion was made by Kozlowski, seconded by Tonjes, to approve Resolution 21-03 a Resolution adopting community values and goals for the Manzanita City Hall project. Motion passed unanimously.**

**NEW BUSINESS:**

- A. **Workforce Housing Presentation – Tillamook County Community Development Director Sarah Absher and Tillamook County Commissioner Erin Skaar -**

Absher and Skaar provided Council with the Workforce Housing Presentation. Absher and Skaar discussed the current workforce housing crisis in Tillamook County, and recommendations on how the City may address this important issue.

**B. Utility Clerk Position – Public Works Director Dan Weitzel** – Weitzel presented his proposal and job description for the new Utility Clerk position. Funding for this position was approved by the Budget Committee at the May 19, 2021 Budget Committee meeting.

**A motion was made by Kozlowski, seconded by Spegman, to approve the Utility Clerk Position. Motion passed unanimously.**

**C. Resolution 21-04 A Resolution setting the late fees related to Short-Term Rental license renewals – City Manager Leila Aman** – Aman presented Resolution 21-04 which increases the late fees associated with Short-Term rental license renewals. The increase in late fees will address cost recovery associated with staff time necessary to process late renewals.

**A motion was made by Kozlowski, seconded by Nuttall, to approve Resolution 21-04 a Resolution setting the late fees related to Short-Term Rental license renewals. Motion passed unanimously.**

#### **OLD BUSINESS:**

**A. Manzanita Trail Master Plan – Councilor Spegman** - Spegman provided an update on the Manzanita Trail Master Plan. The second draft was posted on the City website in March 2021. Spegman recommends that Mayor Scott create a Trail Committee through an application process. The committee will provide input to the city council on the implementation of the trail master plan.

#### **CITY MANAGER’S REPORT –**

**A. City Manager Leila Aman** – Aman stated that the final budget hearing will be held on June 23, 2021. City Hall will consider reopening to the public at a later date as COVID-19 restrictions continue to be lifted.

#### **Miscellaneous:**

1. The City of Manzanita will hold Municipal Court on June 18, 2021 at 1:30 pm. Due to COVID-19 restrictions court continues to remain closed to the public.
2. There will be no Planning Commission meeting for the month of June.
3. There will be a final Budget hearing on June 23, 2021.
4. There will be a Short-Term Rental Ordinance Oversight Workgroup Meeting June 21, 2021 at 1:00 via zoom.

5. There will be no COVID Special Council Workshops in the month of June.

**PUBLIC COMMENTS & COMMUNICATIONS:** The Manzanita Farmers Market will begin on June 11, 2021.

**Mayor Scott adjourned the meeting at 8:12 p.m.**

**MINUTES APPROVED THIS  
7<sup>th</sup> Day of July, 2021**

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Michael Scott, Mayor

Attest:

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Leila Aman, City Manager

**CITY OF MANZANITA  
JUNE 23, 2021  
SPECIAL CITY COUNCIL MEETING &  
BUDGET HEARING**

**CALL MEETING TO ORDER:** The meeting was called to order at 7:00 pm in the City Council Chambers by Mayor Mike Scott.

**ROLL:** Member's present were Mike Scott, Hans Tonjes, Steve Nuttall, and Jerry Spegman. Linda Kozlowski was absent and excused. Staff present: City Manager Leila Aman, staff members Kristin Grasseeth, Dan Weitzel, Scott Gebhart and Judy Wilson

**PUBLIC HEARING – CONSIDERATION OF THE 2021/2022 BUDGET (INCLUDING PROPOSED USES OF STATE REVENUE SHARING FUNDS).** Mayor Scott opened the public hearing at 7:01 pm. Scott asked for public comments on the proposed 2021/22 Budget and the proposed uses of state shared revenues, and there were none. The Public Hearing was closed at 7:02 pm.

**BUSINESS:**

**A. Approval of Budget Committee Hearing Minutes - May 10, 2021, and May 19, 2021:**

**Motion was made by Tonjes, seconded by Nuttall to approve Minutes from May 10, 2021, Budget Meeting and May 19, 2021, Budget Hearing. Motion passed unanimously.**

**B. Resolution 21-05 – Setting Salaries for Fiscal Year 2021-22:**

**Motion was made by Nuttall, seconded by Tonjes to approve Resolution 21-05 Setting Salaries for fiscal year 2021-22. Motion passed unanimously.**

**C. Resolution 21-06 - Adopting the Budget, Levying Taxes, Categorizing Taxes and Making Appropriations for the FY commencing July 1, 2021, to June 30, 2022:**

**Motion was made by Nuttall seconded by Tonjes to approve Resolution 21-06 Adopting the budget, levying taxes, categorizing taxes, and making appropriations for the Fiscal Year 2021/2022. Motion passed unanimously.**

**D. Resolution 21-07 - Electing to Receive State Revenue Sharing Funds Fiscal Year 2021/2022:**

**Motion was made by Tonjes, seconded by Nuttall to approve Resolution 21-07 electing to receive State Revenue Sharing for Fiscal Year 2021/2022. Motion passed unanimously.**

**E. Resolution 21-08 -Extending Worker's Compensation Coverage to Volunteers For 2021-2022:**

**Motion was made by Spegman, seconded by Nuttall to approve Resolution 21-08 Extending Workers Compensation Coverage to Volunteers For 2021-22. Motion passed unanimously.**

**F. Resolution 21-09 – Transferring Appropriations for Fiscal Year 2121-2122:**

**Motion was made by Nuttall, seconded by Tonjes to approve Resolution 21-09 Transferring Appropriations for Fiscal Year 2121-2022**

**Adjournment at 7:08 p.m.**

**MINUTES APPROVED THIS  
7<sup>TH</sup> DAY OF JULY 2021**

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Michael Scott, Mayor

**ATTEST:**

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Leila, City Manager/Recorder



**From 06/01/2021 - 06/30/2021**

[illegible]

## BILLS FOR APPROVAL OF PAYMENT

From 06/01/2021 - 06/30/2021

VENDOR	TOTAL	ADMIN	POLICE	BLDG	COURT	PARKS	ROADS	Visitors Cnt	WATER
HDR ENGINEERING (WATER STORAGE TANK STUDY)	\$17,445.85								\$17,445.85
HAHN & ASSOCIATES (DECOMMISSION OF WATER TANK)	\$1,125.00	\$1,125.00							
HUDSON INSURANCE (OLD REPUBLIC BOND INS)	\$600.00	\$300.00							\$300.00
LARRY BLAKE (JUDICIAL SERVICES)	\$400.00				\$400.00				
LASER PRINTING (PRINTING SERVICES)	\$60.00							\$60.00	
LES SCHWAB (VEHICLE TIRES)	\$359.98		\$359.98						
LEXIPOOL (POLICE POLICY ANNUAL SUB)	\$2,950.00		\$2,950.00						
LIFEGUARD SYSTEMS (POLICE TRAINING)	\$250.00		\$250.00						
LWR NEHALEM COMM TRUST (ELK MEADOW LAND STEWARDSHIP )	\$800.00	\$800.00							
MARTEL ELECTRONICS (DIGITAL POLICE CAR SERVICES)	\$3,265.00		\$3,265.00						
MILLER NASH / GRAHAM & DUNN (CITY ATTORNEY)	\$1,786.00	\$1,786.00							
MORGAN CPS (PLANNING CONSULTATION)	\$7,118.75	\$7,118.75							

## BILLS FOR APPROVAL OF PAYMENT

From 06/01/2021 - 06/30/2021

VENDOR	TOTAL	ADMIN	POLICE	BLDG	COURT	PARKS	ROADS	Visitors Cnt	WATER
MUNI REVS (STR CENSUS MONITORING)	\$1,165.00	\$1,165.00							
NAPA AUTO PARTS (AUTO SUPPLIES)	\$44.00								\$44.00
NEHALEM LUMBER (BUILDING MATERIALS)	\$11.57								\$11.57
NORTH COAST CITIZEN (NEWSPAPER SUB)	\$50.00	\$50.00							
ONE CALL (STATE LOCATE FEES)	\$86.40								\$86.40
ONE ELEVEN (IT SERVICES)	\$5,824.00	\$3,940.00						\$540.00	\$1,344.00
OR DEPT OF ENV QUALITY (BACKWASH PERMIT FOR TP)	\$765.00								\$765.00
OR DEPT OF REV PAYABLE (POLICE CITATION REMITTANCE)	\$550.00				\$550.00				
OTAK (ENGINEERING SERVICES)	\$5,806.00						\$4,875.00		\$931.00
PAC OFFICE AUTOMATION (COPY SERVICE)	\$44.96		\$44.96						
POLARIS GALLERY (VISITORS CENTER BROCHURE)	\$1,334.93							\$1,334.93	
RADARSIGN (SOLAR POWERED SIGN)	\$3,514.50		\$3,514.50						
RTI (PHONE SERVICE)	\$544.60	\$62.14	\$99.47	\$95.60	\$14.34				\$273.05
SHELDON OIL CO. (FUEL)	\$1,327.87		\$978.81				\$91.86		\$257.20



## BILLS FOR APPROVAL OF PAYMENT

From 06/01/2021 - 06/30/2021

VENDOR	TOTAL	ADMIN	POLICE	BLDG	COURT	PARKS	ROADS	Visitors Cnt	WATER
SHIELS / OBLETTS / JOHNSON (PROFESSIONAL SERVICES)	\$393.75	\$393.75							
STAPLES (OFFICE SUPPLIES)	\$291.37	\$291.37							
SWEET SEPTIC (PORTAPOTTY - FARMERS MARKET)	\$456.00	\$456.00							
OR SURPLUS CASHIER (RESALE EQUIPMENT)	\$5,345.00								\$5,345.00
TILL CO EMERGENCY COMM (SHILEDFORCE ANNUAL MAINT)	\$3,610.42		\$3,610.42						
TILLAMOOK CO PAYABLE (POLICE CITATION REMITTANCE)	\$147.00				\$147.00				
TILLAMOOK PUD (ELECTRIC SERVICE)	\$1,925.66	\$181.81	\$171.67	\$11.03	\$7.91	\$79.33	\$609.00	\$96.17	\$768.74
US BANK (CITY VISA)	\$7,992.36	\$266.32	\$375.00			\$85.14		\$2,354.13	\$4,911.77
VERIZON (CELL & DESK PHONE SERVICE)	\$1,368.58	\$434.94	\$327.12	\$89.99				\$64.99	\$451.54
WALTER NELSON (RESTROOM SUPPLIES)	\$1,453.66					\$1,453.66			
<b>TOTALS</b>	<b>\$104,387.73</b>	<b>\$20,261.04</b>	<b>\$16,071.91</b>	<b>\$196.62</b>	<b>\$1,514.25</b>	<b>\$1,618.13</b>	<b>\$7,181.68</b>	<b>\$8,305.19</b>	<b>\$49,238.91</b>



## LIQUOR LICENSE APPLICATION

PRINT FORM

RESET FORM

1. Application. **Do not include** any OLCC fees with your application packet (the license fee will be collected at a later time). Application is being made for:

License Applied For:	CITY AND COUNTY USE ONLY
<input type="checkbox"/> Brewery 1 <sup>st</sup> Location	Date application received and/or date stamp:
Brewery Additional location (2 <sup>nd</sup> ) <input type="checkbox"/> (3 <sup>rd</sup> ) <input type="checkbox"/>	Name of City or County:
<input type="checkbox"/> Brewery-Public House (BPH) 1 <sup>st</sup> location	Recommends this license be:
BPH Additional location (2 <sup>nd</sup> ) <input type="checkbox"/> (3 <sup>rd</sup> ) <input type="checkbox"/>	<input type="checkbox"/> Granted <input type="checkbox"/> Denied
<input type="checkbox"/> Distillery	By: _____
<input type="checkbox"/> Full On-Premises, Commercial	Date: _____
<input type="checkbox"/> Full On-Premises, Caterer	
<input type="checkbox"/> Full On-Premises, Passenger Carrier	
<input type="checkbox"/> Full On-Premises, Other Public Location	
<input type="checkbox"/> Full On-Premises, For Profit Private Club	
<input type="checkbox"/> Full On-Premises, Nonprofit Private Club	
<input type="checkbox"/> Grower Sales Privilege (GSP) 1 <sup>st</sup> location	
GSP Additional location (2 <sup>nd</sup> ) <input type="checkbox"/> (3 <sup>rd</sup> ) <input type="checkbox"/>	
<input checked="" type="checkbox"/> Limited On-Premises	<b>OLCC USE ONLY</b>
<input type="checkbox"/> Off-Premises	Date application received: <u>5/28/2021</u>
<input type="checkbox"/> Warehouse	Date application accepted: <u>6/2/2021</u>
<input type="checkbox"/> Wholesale Malt Beverage & Wine	<u>Amick</u>
<input type="checkbox"/> Winery 1 <sup>st</sup> Location	License Action(s):
Winery Additional location (2 <sup>nd</sup> ) <input type="checkbox"/> (3 <sup>rd</sup> ) <input type="checkbox"/>	<u>N/D</u>
(4 <sup>th</sup> ) <input type="checkbox"/> (5 <sup>th</sup> ) <input type="checkbox"/>	

2. Identify the applicant(s) applying for the license(s). **ENTITY (example: corporation or LLC) or INDIVIDUAL(S)** applying for the license(s):

Burdenstrong LLC

App #1: NAME OF ENTITY OR INDIVIDUAL APPLICANT

App #2: NAME OF ENTITY OR INDIVIDUAL APPLICANT

App #3: NAME OF ENTITY OR INDIVIDUAL APPLICANT

App #4: NAME OF ENTITY OR INDIVIDUAL APPLICANT

3. Trade Name of the Business (Name Customers Will See)

Offshore Grill & Coffee House

4. Business Address (Number and Street Address of the Location that will have the liquor license)

154 Laneda Avenue

City	County	Zip Code
<u>Manzanita</u>	<u>Tillamook</u>	<u>97130</u>

<sup>1</sup> Read the instructions on page 1 carefully. If an entity is applying for the license, list the name of the entity as an applicant. If an individual is applying as a sole proprietor (no entity), list the individual as an applicant.

**LIQUOR LICENSE APPLICATION**

5. Trade Name of the Business (Name Customers Will See) <b>Offshore Grill &amp; Coffee House</b>			
6. Does the business address currently have an OLCC liquor license? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
7. Does the business address currently have an OLCC marijuana license? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
8. Mailing Address/PO Box, Number, Street, Rural Route (where the OLCC will send your license certificate, renewal application and other mailings as described in <u>OAR 845-004-0065(1)</u> .) [REDACTED]			
City <b>Nehalem</b>	State <b>OR</b>	Zip Code <b>97131</b>	
9. Phone Number of the Business Location [REDACTED]		10. Email Contact for this Application and for the Business [REDACTED]	
11. Contact Person for this Application [REDACTED]		Phone Number [REDACTED]	
Contact Person's Mailing Address (if different) [REDACTED]	City <b>Nehalem</b>	State <b>OR</b>	Zip Code <b>97131</b>

Please note that liquor license applications are public records. A copy of the application will be posted on the OLCC website for a period of several weeks.

**ATTESTATION: \*\*READ CAREFULLY AND MAKE SURE YOU UNDERSTAND BEFORE SIGNING THIS FORM\*\***

I understand that marijuana is prohibited on the licensed premises. This includes marijuana use, consumption, ingestion, inhalation, samples, give-away, sale, etc. I attest that all answers on all forms and documents, and all information provided to the OLCC as a part of this application are true and complete.

I affirm that I have read OAR 845-005-0311 and all individuals (sole proprietors) or entities with an ownership interest (other than waivable ownership interest per OAR 845-005-0311(6)) are listed as license applicants in #2 above. I understand that failure to list an individual or entity who has an unwaivable ownership interest in the business may result in denial of my license or the OLCC taking action against my license in the event that an undisclosed ownership interest is discovered after license issuance.

**Applicant(s) Signature**

- Each individual (sole proprietor) listed as an applicant must sign the application below.
- If an applicant is an entity, such as a corporation or LLC, at least one **INDIVIDUAL who is authorized to sign for the entity** must sign the application.
- An individual with the authority to sign on behalf of the applicant (such as the applicant's attorney or an individual with power of attorney) may sign the application. If an individual other than an applicant signs the application, please provide written proof of signature authority. Attorneys signing on behalf of applicants may list the state of bar licensure and bar number in lieu of written proof of authority from an applicant. **Applicants are still responsible for all information on this form.**

<u>Michelle Burden</u> App. #1: (PRINT NAME)	<u>Michelle Burden</u> App. #1: (SIGNATURE)	<u>05/25/21</u> App. #1: Signature Date	Atty. Bar Information (if applicable)
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App. #2: (PRINT NAME)	App. #2: (SIGNATURE)	App. #2: Signature Date	Atty. Bar Information (if applicable)
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App. #3: (PRINT NAME)	App. #3: (SIGNATURE)	App. #3: Signature Date	Atty. Bar Information (if applicable)
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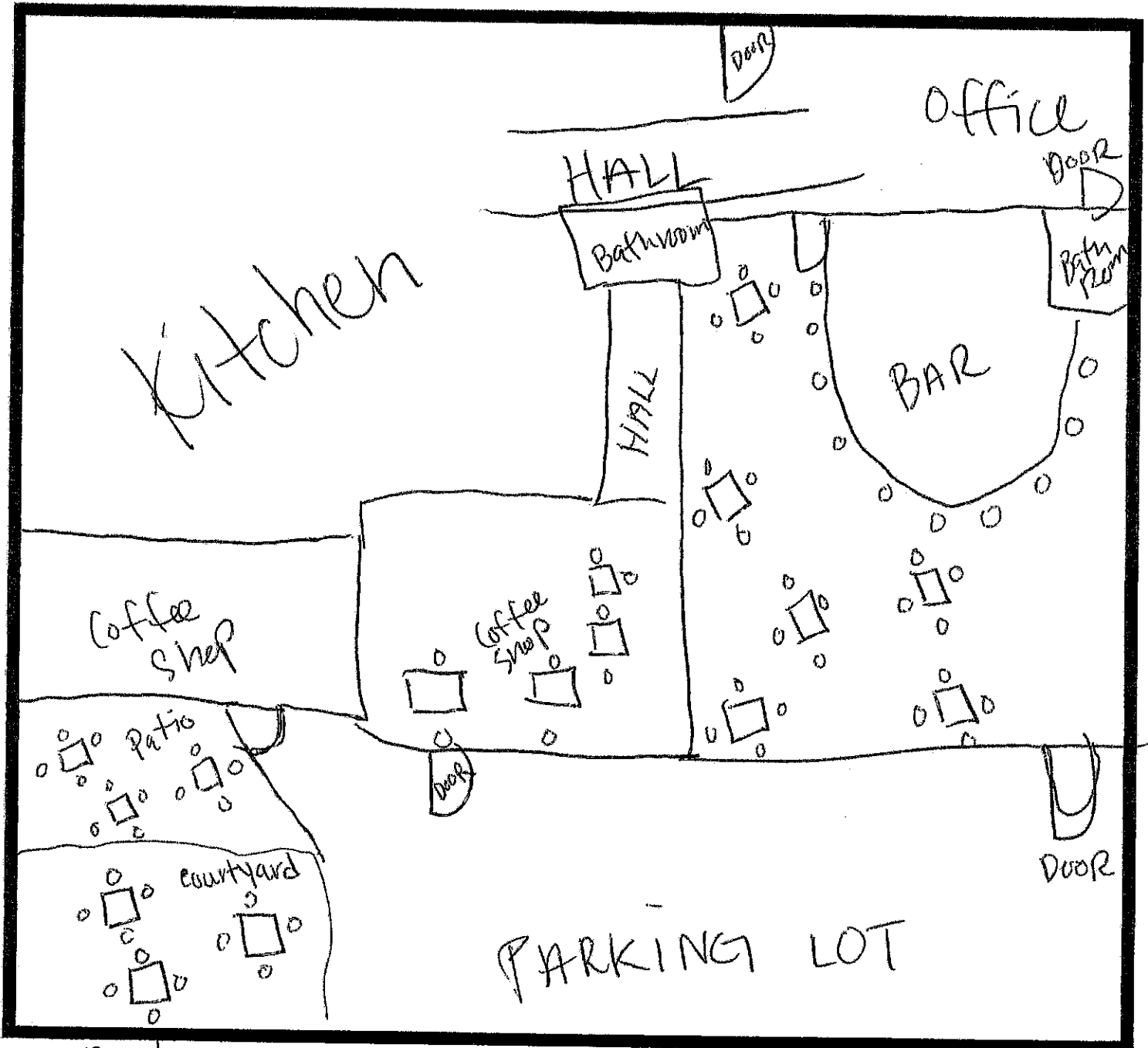
App. #4: (PRINT NAME)	App. #4: (SIGNATURE)	App. #4: Signature Date	Atty. Bar Information (if applicable)
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# OREGON LIQUOR CONTROL COMMISSION FLOOR PLAN

- Your floor plan must be submitted on this form.
- Use a separate Floor Plan Form for each level or floor of the building.
- The floor plan(s) must show the specific areas of your premises (e.g. dining area, bar, lounge, dance floor, video lottery room, kitchen, restrooms, outside patio and sidewalk cafe areas.)
- Include all tables and chairs (see example on back of this form). Include dimensions for each table if you are applying for a Full On-Premises Sales license.



Applicant Name Burdenstrong LLC  
Trade Name (dba): Offshore Grill & Coffee House  
City and ZIP Code Manzanita OR 97130

.....OLCC USE ONLY.....  
MINOR POSTING ASSIGNMENT(S)

Date: \_\_\_\_\_ Initials: \_\_\_\_\_

1-800-452-OLCC (6522)  
[www.oregon.gov/olcc](http://www.oregon.gov/olcc)

## **RESOLUTION NO. 21-05**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANZANITA RESCINDING RESOLUTION 20-24 DECLARING A LOCAL STATE OF EMERGENCY, MANDATING THE WEARING OF FACE COVERINGS ON LANEDA AVENUE, CAPPING INDOOR SOCIAL GET TOGETHERS AND RATIFYING ACTIONS IN RESPONSE TO THE STATE OF EMERGENCY,**

WHEREAS, Manzanita City Council adopted resolution 20-24 Declaring a State of Emergency, Mandating the Wearing of Face Coverings on Laneda Avenue, Capping Indoor Social Get Togethers and Ratifying Actions In Response to the State of Emergency;

WHEREAS, the Office of the Governor of the State of Oregon has issued Executive Order no. 21-15 rescinding all remaining COVID-19 restrictions when the state reaches 70% vaccination goal or June 30<sup>th</sup> whichever comes first; and

WHEREAS, Executive Order 21-15 went into effect on June 30, 2021 and states that it is no longer necessary of advisable to use emergency authorities to impose mandatory public health restrictions, such as mask mandates, capacity limits and physical distancing requirements for gatherings, businesses and other sectors; and

WHEREAS, Executive Order 21-15 rescinds Executive Order 20-66 (County Risk Framework) Executive Order 20-22 (Non-urgent Healthcare Procedures) Executive Order 21-06 (K-12 Schools) Executive Order 20-28 (Higher Education) and Executive Order 10-19 (Childcare Facilities); therefore

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MANZANITA:**

Resolution 20-24 Declaring a State of Emergency, Mandating the Wearing of Face Coverings on Laneda Avenue, Capping Indoor Social Get Togethers and Ratifying Actions In Response to the State of Emergency is hereby rescinded as of the Effective Date of this Resolution.

PASSED by the City Council and signed by me in authentication of its passage this 7th day of July 2021.

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Michael Scott, Mayor

ATTEST:

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Leila Aman, City Manager/Recorder



# ***City of Manzanita***

543 Laneda Avenue, P.O. Box 129, Manzanita, OR 97130-0129  
Phone (503) 368-5343 Fax (503) 368-4145 TTY Dial 711

## **SPECIAL EVENT PERMIT**

**2021-04**

### **APPLICANT:**

Lee Hiltenbrand  
EVCNB  
P.O. Box 67  
Manzanita, OR 97130

503-348-9205

### **EVENT:**

**EVCNB Quarterly Neighborhood Meetings. There will be a total of nine (9) neighborhood meetings or “clusters” between July and December 2021. EVCNB will coordinate dates with the city at least one week in advance of each meeting. Each event will include a training for emergency preparedness. Activities taking place on site will also include setting up a mass care tent.**

\*By accepting this permit and these terms you hereby to hold the city harmless.

At its July 7, 2021, meeting, the Manzanita City Council APPROVED this Special Event Permit subject to the following conditions:

1. Organizers must provide a certificate of insurance to the City for general liability and property damage coverage for this event in a minimum coverage amount of \$1,000,000. The City of Manzanita must be listed as an additional named insured on this policy. This certificate must be submitted to the City prior to August 13, 2021
2. Organizers must make advance arrangements with the Public Works Department for any traffic cones or barricades needed and may be required to acquire similar equipment from other sources. Organizers are responsible for picking up and returning any materials to the Public Works Department.
3. Organizers shall be responsible for cleaning up trash or any debris related to the event immediately following the event. Any markings on the street or other City property must be washed off within one day.
4. This permit is for August 14, 2021, only, and City Council approval will be required for subsequent events or changes to this permit.



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Leila Aman, City Manager/Recorder  
July 7, 2021



# CITY OF MANZANITA

## COUNCIL STAFF REPORT

**To:** Mayor and City Council  
Leila Aman, City Manager

**Date Written:** June. 30, 2021

**From:** Dan Weitzel, Public Works Director

**Subject: Dorcas Ln engineering and design contract**

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### ACTION REQUESTED

Approval of contract with North Coast Civil Engineering for Dorcas Lane Road reconstruction design, overview, and construction administration.

### HISTORY OF PRIOR ACTIONS AND DISCUSSIONS

October 7, 2020 City Council approved a contract with OTAK for full street reconstruction of Dorcas Lane Road.

### ANALYSIS

In November of 2020 City of Manzanita entered into a contract with OTAK engineering to conduct a full street reconstruction of Dorcas Lane Road and a portion of South 4<sup>th</sup> St to allow for a storm water main to be extended to the intersection of Dorcas Lane Road and Classic Street. OTAK has completed 20% schematic drawings, utility locate, and utility conflict.

Kyle Ares and others original to HLB are separating from OTAK and are now part of North Coast Civil Design (NCCD). This separation is viewed as positive direction for both OTAK and NCCD. Kyle Ares, PE. is the Principal in Charge. Currently NCCD has four employees and two contracted as needed. Kyle and the staff of NCCD have been the same design crew that have completed many of the city's street projects. This includes projects like S. Carmel, and N. Third St. December of 2016 Manzanita was featured as a case study in "Small Town and Rural Multimodal Networks" book published by the US Department Transportation. Kyle is very familiar with the city's infrastructure and has mapping and designs for most areas.

The original engineering fees estimate for the Full Reconstruction project was \$142,000 and \$18,000 for Surveying. So far, Otak have billed out \$46,939.75, leaving approximately \$97,000 remaining. NCCD proposes to finalize the project within this budgeted amount. This includes complete plans and specifications, construction administration, periodic site observations, and final construction certificate.

**BUDGET IMPACT**

Dorcas Ln reconstruction project is fully funded in the 2021-2022 budget from 53/7220/810 (Storm Water), 41/7220/810 (Water), 15/7220/150 (Road).

**WORKLOAD IMPACT**

The Public Works Director will manage the contract and oversee the design and construction of the improvements. This project was budgeted and planned for the in the 2020-2021 budget cycle.

**STAFF RECOMMENDATION**

Staff recommends approval of the North Coast Civil Design Proposal.

**ALTERNATIVES**

Council can reject the design proposal and remain with OTAK for the duration of the project.

**ATTACHMENTS**

1. Otak Contract
2. NEW: North Coast Civil Design Proposal





## Professional Services Agreement

Project Name:	Dorcas Lane & 4 <sup>th</sup> Street Reconstruction Project
Otak Project No.:	019778.A00
Otak Project Contact:	Kyle Ayers, PE
Client Name:	City of Manzanita
Client Mailing Address:	PO Box 129 Manzanita, OR 97130
Project Street Address or Description:	Dorcas Lane & 4 <sup>th</sup> Street Manzanita, Oregon

We appreciate the opportunity to submit this Professional Services Agreement for your Project. Below please find our proposed scope of work and fee, as well as our standard terms and conditions. If agreed, please sign below, keep a copy for your records, and return a copy to us. This Agreement will be effective as of the last date of signature below, and we will proceed upon receipt unless you request we await a Notice to Proceed.

Thank you for this opportunity. We look forward to working with you on this project.

Signed:		Signed:	
Printed:	Mike Peebles, PE	Printed:	
Title:	Principal	Title:	
Company:	Otak, Inc.	Client:	
Date:	October 7, 2020	Date:	

## SCOPE and FEE

### Introduction

We appreciate the opportunity to submit this proposal for additional professional services regarding the Dorcas Lane Storm Collection System. The preliminary schematic design has been completed and the City is looking in 2 separate options for the construction phase of this project. The 2 options are as follows:

Option 1: Construct the storm main only that begins at the Classic Street & Dorcas Intersection and extends West to 4<sup>th</sup> Street and south to the unimproved Edmunds right-of-way, then proceeds west and connects into the Third Street storm system. This design would contain minimal new catch basins and connections to the existing storm system and would allow the City to connection into the storm system on future projects. This option is essentially a transmission pipeline that transports existing storm water at Classic Street and Division Street to the Third Street Storm System. The storm main will be open trenched in the existing asphalt roadway, which will require a substantial amount of asphalt trench patching on the existing deteriorated roadway. The preliminary construction cost estimate for this project is \$828,100.

Option 2: Construct a new roadway including concrete gutters, storm main and water main for a complete roadway reconstruction project. The limits of the project are the same as described in Option 1 above and will include the roadway and intersections where the new storm main alignment has been determined in the Schematic Design Phase. The preliminary construction cost for this project is \$1,122,500.

### **TASK 1: Right-of-Way Research, Topographic Surveying and Base Map**

Onion Peak staff has already completed a topographic survey and map of the public project limits where the above referenced utilities are to be installed for Option 1 only. If Option 2 is requested, Onion Peak will complete a supplementary topographic survey for the complete roadway reconstruction project. This survey will assist in designing the proposed improvements in accordance with the most accurate topographic information available. By completing this work, Otak's design staff can prepare the engineering design and quantity estimates for use in calculating the cost estimates and bid sheets.

### **TASK 2: Engineering Design, Plans and Specifications**

Following the completion of the topographic base map, Otak will prepare engineering plans and specifications for the proposed street and utility improvements as per the Scope of Work. In general, these documents will consist of the following information:

- Storm Drainage Plan, Profile & Details (Options 1 and 2)
- Road Plan, Profile & Cross-Sections (Option 2 Only)
- Water System Plan, Profile & Details (Option 2 Only)
- Quantities, Units and Cost Estimate (Options 1 and 2)
- Technical Specifications (Options 1 and 2)

The plans and specifications will be routed to the necessary agencies for review and approval. The City of Manzanita is responsible for all application and permit fees.

### **TASK 3: Construction Administration & Bidding**

Otak is prepared to accept and review bids on behalf of the City of Manzanita. This item of work includes preparation of a set of construction contract documents on the City's behalf and the preparation of the required notices to the selected contractor. In addition, our staff will also review monthly pay requests from the contractor and prepare payment recommendations for the City.

In the event of changes in scope during construction, our project engineer will make modifications to the original plans and issue change orders to the Contractor (assumes up to 4 change orders). Our engineering staff will submit the final certifications following completion of construction, in accordance with state and local ordinances. Finally, Otak will prepare 'record' drawings for the City of Manzanita for their individual records.

### **TASK 4: Construction Staking**

At the request of the contractor and as approved by the City of Manzanita, Onion Peak will provide one set of construction stakes needed for the road alignment, concrete gutters, relocating water utilities and new storm sewer piping. The amount of staking will vary with each individual contractor with the approval of the City. All re-staking or additional staking beyond the original scope will be billed as additional work to the contractor.

### **TASK 5: Construction Observation**

Otak's project engineers will conduct periodic observations and specified testing of the construction work to determine compliance with the plans and specifications. The project engineer will complete the approval letters, or note the repairs needed. Our engineering staff will prepare and submit the final construction certificate that is required by the State Department of Human Resources, Drinking Water Section, following completion of construction, in accordance with state and local ordinances in effect at the time the design is completed.

## Schedule

Task Description	Start Date	Completion Date
1. Topographic Survey & Base Map	October 2020	November 2020
2. Engineering Design, Plans & Specifications	October 2020	January 2021
3. Construction Administration & Bidding	January 2021	TBD
4. Construction Staking	TBD	TBD
5. Construction Observation	TBD	TBD

We are prepared to begin work, based upon the schedule submitted above, upon receiving signed approval. In order to meet the above schedule, we will need to receive the signed agreement no later than October 12, 2020.

## Proposed Fee Summary

- ☐ OPTION 1 ..... \$126,000
- ☐ OPTION 2 ..... \$160,000

Please indicate your selection of engineering services by checking the desired box above. Otak proposes completing the above work on a **time-and-materials** basis for the amount of the selection indicated. All in-house reimbursable costs, such as copies, reproductions, facsimiles, etc., are included in the contract amount. Copies of direct expense vouchers are not provided with the invoices. Subconsultants, and any other out-of-house direct costs, will be invoiced at cost plus 10 percent and are included in the contract amount.

## Deliverables

- Topographic survey basemap – Paper copy & Electronic copy (PDF)
- Civil engineering plan set – Paper copy & Electronic copy (PDF)
- Contract Documents & Specifications – Paper copy & Electronic copy (PDF)
- Project Record Drawings – Paper copy & Electronic copy (PDF)

## Scope and Fee Conditions and Assumptions

### Conditions/Assumptions

Our scope of services and fees, as outlined herein, are based on the following assumptions and conditions:

1. Storm drainage system is to be designed in conjunction with the Update of the City of Manzanita Storm Drainage Master Plan, being performed by Otak. As this project was significantly different as proposed in the 2005 Storm Drainage Master Plan, the basins will have to be reconfigured & recalculated to fit this new design layout. This design does not include the design of any storm treatment system.
2. City Right-of-Way research will not include the submission of any Boundary or Record Survey. Any Right-of-Way survey requested beyond the Tillamook County GIS tax lot data will be considered additional services.
3. Deliverables will be submitted directly to the Public Works Department. No City Council meetings or public presentations are included with this proposal.
4. Based upon the direction given for the project, the followings items are not required to complete the proposed project and have not been accounted for in the proposed fees. If any of these are required, they will be considered additional services:
  - a. Geotechnical engineering
  - b. Landscape planning
  - c. Traffic study
  - d. Structural/architectural design or demolition plan for private improvements
  - e. Retaining walls
5. Any work proposed by the City, or adjacent property owners that changes the scope of the project will be considered additional services.
6. Slope easements or construction easements along private property are not included in this proposal. Easements will be considered additional services.

## **TERMS and CONDITIONS**

### **Compensation**

1. Client agrees to compensate Otak for the Services as provided above. Hourly rates are subject to change.
2. Otak will not exceed the estimated fee without Client's prior written authorization.
3. On signing, Client shall pay Otak the following amount to be applied against the last invoice: \$0.
4. Outsourced expenses will be invoiced as provided above, and if silent above, at cost plus 10%.
5. Estimated fees are only for Services identified above. If Client changes the Project or changes the scope, manner, or timing of Otak's professional services, the parties shall negotiate an adjustment to the terms, compensation, and/or schedule. All unadjusted terms of this Agreement shall continue to apply.
6. Client shall pay each invoice within thirty (30) days of the date of the invoice. Failure to then pay shall constitute default, and interest at the higher of 18% per annum or the legal rate shall accrue. On default, Otak may suspend all Services until Client pays in full and may terminate this Agreement as of the 30<sup>th</sup> day of default. Otak shall not be liable for any damages or costs incurred by Client, its subcontractors, agents, employees, or assigns because of any suspension or termination, including but not limited to indirect, incidental, consequential, punitive or economic damages. On suspension or termination, Otak may require an additional deposit to resume performance, to be applied to the last invoice and any excess returned.
7. If the Project is idle more than sixty (60) cumulative days, Otak may re-estimate its fees and scope of work.
8. Client shall also pay Otak at its then-applicable hourly rates, and reimburse all actual costs, to comply with demands for documents or testimony involving the Project in any proceeding where Otak is not a party.
9. Disputes or questions regarding an invoice or portion thereof shall not be cause for Client to withhold payment for other portions due. No deductions, offsets, or withholdings shall be made for any reason unless Otak agrees in advance to such adjustments or has been found to be legally liable for such amounts, nor shall payment to Otak be withheld, postponed, or contingent upon receipt by the Client of offsetting reimbursement or credit from the contractor or other parties causing additional expenses.

### **Insurance**

10. Client understands and agrees that Otak's errors and omissions professional liability insurance is a policy under which the costs of defense, including attorneys' fees, are deducted from the policy principal.
11. If Client offers insurance specific to the Project, Client shall offer Otak the option to enroll if applicable.
12. The Client and Otak waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by any property or other insurance. The Client and Otak shall each require similar waivers from their contractors, consultants, and agents.
13. If the Client requires types and limits of insurance in addition to the types and limits Otak normally maintains, Client shall pay Otak for costs incurred for the additional coverages.

### **Standard of Care; Information; Safety; Schedule; Submitted Information; Confidentiality**

14. The standard of care for all professional services by Otak will be the skill and care used by members of the same profession performing similar services and practicing under similar circumstances at the same time and in the same locale. Otak makes no warranties, express or implied, as to Otak's services.
15. Otak may rely without liability on the accuracy and completeness of information provided by Client, its consultants and contractors, and information from public records, without independent verification.
16. Otak shall have no responsibility for, or control over, the construction means, manner, methods, techniques, or safety precautions employed by others in the development or construction of the Project.
17. If Otak's duties include Project site observation or visits, Otak shall visit the site as described above to become generally familiar with the quality and progress of the Project. Otak shall not be required to make continuous or exhaustive inspections to check the quality or quantity of the work being done on the Project.
18. Otak's review of a contractor's submittal, shop drawings, product data, or samples is only for general conformance with the information given in the contract documents. It is not conducted to determine the accuracy of details such as dimensions or quantities, or for substantiating instructions for installation or performance of equipment or systems. The contractor(s) remain responsible for accurate content in submitted documents, coordination of their work with other trades, and confirming and correlating dimensions. Review is not approval of safety precautions, construction means, methods, techniques, sequences, or procedures.
19. Client agrees that Otak does not have access to Client's customer or other partner information. Otak agrees to not disclose confidential or proprietary information received from Client if marked as "Confidential" or "Proprietary." Otak will not use such information for its own benefit, or disclose to any third party without Client's written consent. This shall not apply to any information (a) in the public domain at the time disclosed, (b) already known without restriction to the party receiving it at the time disclosed, (c) lawfully learned from a



third party, or (d) required by law to be disclosed.

### **Limitations of Liability**

20. **No control over markets:** Otak does not have control over market conditions, or contractors' methods of pricing or performance, including the cost of labor, material, equipment, or services furnished by others, which may affect any opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs.
21. **Certification limitation:** Otak shall not certify or warrant conditions Otak cannot ascertain.
22. **Limitation of liability:** The total aggregate liability of Otak and its officers, directors, employees, agents, and consultants to Client and anyone claiming through Client for any and all injuries, claims, losses, expenses, or damages related to the Services, the Project, or this Agreement, from any cause or causes whatsoever arising in tort, statute, or contract, shall not exceed the lesser of Otak's total compensation for the Services or Otak's applicable insurance.
23. **Waiver of consequential damages:** Neither party shall be liable to the other for incidental, indirect, or consequential damages arising out of, or connected in any way to the Project or this Agreement. This includes, but is not limited to, loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action arising in tort, statute, or contract.
24. **No liability for Client actions:** Otak shall not be responsible for a Client's directive, substitution, or acceptance of non-conforming work made or given without Otak's written approval.
25. **No individual liability:** No shareholder, principal, member, officer, director, partner, employee, or other representative of Otak shall have personal liability to Client, or any other party, relating to this Agreement.
26. **Force majeure:** Otak shall not be liable for delay or failure outside of Otak's reasonable control, including without limitation inclement weather, strikes, lockouts, labor troubles, accidents, fire, earthquake, civil commotion, war or consequences of war, government acts, restrictions or requisitions, failure of manufacturers or suppliers, suspension of shipping facilities, or any act or default of a carrier. In such a situation, Client shall accept the Services and pay for the same when provided, so long as a mutually acceptable revision is made to the scope of services and compensation.
27. **Accrual of claims:** Any cause of action between the parties to this Agreement arising out of any damages caused by the performance of, or failure to perform under, this Agreement, shall be deemed to have accrued, and all statutes of limitations and repose shall commence to run by the earlier of the date of substantial completion of the Project or 30 days following the date of Otak's final invoice.

### **Dispute Resolution**

28. **Termination:** Either party may terminate this Agreement with ten (10) calendar days' written notice. If Client terminates, Client shall pay Otak for Services performed to the date of termination plus termination expenses, such as but not limited to reassignment of personnel, subcontract termination costs, and related closeout costs. If Otak terminates, Client shall pay Otak for Services performed to the date of termination when Otak delivers all Instruments of Service as defined below completed in whole or in part.
29. **Mediation:** Before initiating any legal proceeding, the parties agree to submit all claims or disputes to non-binding mediation with an agreed mediator by written request to the other party. This shall survive completion or termination of this Agreement, but neither party may call for mediation if time-barred under applicable law. Client agrees to provide for Otak's review a claim validation or other expert opinion satisfying any "certificate of merit" statutes under the law of the Project's location.
30. **Law and Venue:**
  - a. This Agreement shall be construed according to the state law of the Project's location.
  - b. Any litigation between Otak and Client related to this Agreement shall occur in Multnomah County, Oregon, or the Oregon federal district court in Portland, Oregon.
  - c. This paragraph shall not apply to lien foreclosure proceedings by Otak where the Project is located.
31. **Indemnification:**
  - a. Client shall indemnify Otak and its related companies, and their respective officers, directors, and employees, from and against all damages arising out of or relating to the following: (a) damages caused by the negligence or willful misconduct of Client and/or its principals, employees, or subcontractors; (b) Client's use of information prepared by Otak other than for the Project without Otak's written consent; (c) hazardous substances at or adjacent to the Project; (d) any certificate regarding the Project by Otak for a government entity, lender, or other third party, except as to Otak's negligence; (e) Otak's use of intellectual property provided by Client.
  - b. Otak shall indemnify Client and its officers, directors, and employees from and against damages arising out of or relating to Otak's work on the Project to the extent such damages are caused by the negligence of Otak, and/or its officers, directors, or employees in performing the Services.

- c. Neither indemnification obligation shall extend beyond the date when legal or equitable proceedings would be time-barred.

**Intellectual property**

32. Otak and its consultants shall be deemed the authors and owners of their respective reports, notes, drawings, specifications, data, calculations, and other documents, including those in electronic form ("Instruments of Service") and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet regulatory requirements is not publication in derogation of the reserved rights.
33. Otak grants to Client a nonexclusive license to use Otak's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering, and adding to the Project, provided Client has performed under this Agreement. Otak shall obtain similar nonexclusive licenses from its consultants. If Otak suspends or terminates this Agreement, this license shall terminate. Otak shall not assign, delegate, sublicense, pledge, or transfer such license to another party without Client's prior written agreement. Unauthorized use of the Instruments of Service is at the Client's risk without liability to Otak.
34. If Client uses Instruments of Service without retaining their author(s) or beyond the scope of Client's license, Client releases Otak and its consultant(s) and shall defend, indemnify, and hold harmless Otak and its consultants from all costs and expenses of claims asserted by any third party from such use.

**Electronic Media Release**

35. Client may request Otak to provide it plans, specifications, Building Information Model files, or other electronic files in electronic form (collectively "electronic media" or "EM").
36. Client acknowledges that the EM are supplemental information provided only for convenience. The EM are not legally binding contract documents; may not be reliable; are not for fabrication or construction; may not include all revisions; may be inaccurate from electronic storage, transmission, or technology incompatibility; may be revised by others without Otak's consent; may vary when plotted; or may corrupt the Client's data.
37. Any use and/or change to the EM including by Client, its subcontractors, and consultants will be at Client's sole risk, and without liability, risk, or expense to Otak. Any altered EM shall have all indices of Otak's ownership, professional name, and/or involvement in the Project removed.
38. Client agrees to release, defend, indemnify, and hold harmless Otak, its consultants, and their respective officers and employees from and against any and all claims, demands, losses, expenses, damages, penalties, and liabilities including, without limitation, attorneys' fees including pre-claim and on appeal, arising from reliance on, use of, or change to the EM, and to require this of any agent to which Client provides EM.
39. Otak makes no warranties, either expressed or implied, as to the EM, including but not limited to warranties of merchantability or of fitness for any particular purpose.

**Hazardous materials**

40. Except to the extent of its gross negligence or willful misconduct, Otak has no liability or responsibility for any hazardous materials including but not limited to identification, handling, mitigation, and/or disposal.

**The contract documents**

41. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written and oral, courses of dealing, or other understandings between the parties. No modification of this Agreement shall be binding unless acknowledged by both parties.
42. There are no third-party beneficiaries to this Agreement.
43. Neither party shall assign the entire Agreement without the other's written consent.
44. Any term or provision of this Agreement held unenforceable shall be stricken with no effect on the remainder.

**[END of PROFESSIONAL SERVICES AGREEMENT]**

# PROPOSAL FOR: THE CITY OF MANZANITA

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## Dorcas Lane Road Reconstruction Project Manzanita, Oregon

*JUNE 14, 2021*

### NORTH COAST CIVIL DESIGN, LLC

PO Box 43  
35240 Tohl Ave.  
Nehalem, Oregon

Phone: 503.812.3732  
Email: [kyle@nccivil.com](mailto:kyle@nccivil.com)  
Web: [www.nccivil.com](http://www.nccivil.com)





# Proposal for Professional Engineering Services

*JUNE 14, 2021*

City of Manzanita  
Attn: Dan Weitzel, PW Director  
PO Box 129  
Manzanita, OR 97130

Dear Mr. Weitzel:

We appreciate the opportunity to submit the following proposal for your project. We are familiar with the storm water issues that surround Dorcas Lane and have identified this project as #1 in the 2020 Storm Water Master Plan (SWMP), Capital Improvement Projects. Having authored the 2005 & 2020 SWMPs, I will bring this knowledge into my new company, North Coast Civil Design, LLC (NCCD). NCCD trusts that this proposal will meet your needs on this project. Our services will be provided in accordance with our attached Exhibit A - General Conditions. This proposal shall constitute an Agreement for these services when an original, signed copy is returned via email.

## DETAILED SCOPE OF WORK

### *Right-of-Way Research, Topographic Surveying and Base Map*

Onion Peak staff has completed a detailed topographic survey and map of the public project limits where the above referenced utilities and roads are to be replaced. This survey will assist in designing the proposed improvements in accordance with the most accurate topographic information available. With the Topographic survey, NCCD's design staff can prepare the engineering design and quantity estimates for use in calculating the cost estimates and bid sheets.

### *TASK 1: Engineering Design, Plans and Specifications*

NCCD will prepare engineering plans and specifications for the proposed street and utility improvements as per the Scope of Work. In general, these documents will consist of the following information:

- Demolition and ESC Plan
- Road Plan, Profile & Cross-Sections
- Storm Drainage Plan, Profile & Details
- Water System Plan, Profile & Details
- Quantities, Units and Cost Estimate
- Technical Specifications

The plans and specifications will be routed to the necessary agencies for review and approval. The City of Manzanita is responsible for all application and permit fees.





### *TASK 2: Bidding*

NCCD will prepare bidding Construction Documents for a public solicitation of contractors. We will then accept and review bids on behalf of the City of Manzanita. This item of work includes the preparation of a contract between the City and the required notices to the selected contractor.

### *TASK 3: Construction Administration*

NCCD will perform the Construction Administration for the construction project. Our staff will keep track of constructed bid items, administer change orders, RFI's and review monthly pay requests from the contractor and prepare payment recommendations for the City.

### *TASK 4: Construction Observation*

NCCD's project engineers and inspectors will conduct periodic observations and specified testing of the construction work to determine compliance with the plans and specifications. The project engineer will complete the approval letters, or note the repairs needed. Our engineering staff will prepare and submit the final construction certificate that is required by the State Department of Human Resources, Drinking Water Section, following completion of construction, in accordance with state and local ordinances in effect at the time the design is completed.

### *FEES*

The fees shown below are approximate only. We propose to bill hourly for this project, within the not-to-exceed fees shown below, with all time charges detailed for your review. We will not exceed these fees without your prior authorization.

The original engineering fees estimate for the Full Reconstruction project was determined by Otak at \$142,000 and \$18,000 for Surveying. So far, Otak have billed out \$46,939.75, leaving approximately \$97,000 remaining. NCCD proposes to finalize the project within this budgeted amount. The breakdown of the fees are as follow:

<b><i>TASK DESCRIPTION</i></b>	<b><i>NOT-TO-EXCEED FEE</i></b>
1. Engineering Design, Plans & Specifications	\$42,300
2. Construction Bidding	\$8,000
3. Construction Administration	\$14,600
4. Construction Observation	\$32,100
<b>Total Estimated Professional Service Fees</b>	<b>\$97,000</b>

The fees for the above items assume all work will be completed by our office under a single-phase contract. Individual items above cannot be performed on an as needed basis, but rather are required to certify the project at completion. Separate, not specified items, can be added in addition to the Total Fees and an Additional Service Request can be provided to the City for this work. General engineering consulting and planning services beyond the scope of this proposal



shall be billed at an hourly rate. All in-house reimbursable costs, such as copies, reproductions, facsimiles, etc., are included in the contract amount. Copies of direct expense vouchers are not provided with the invoices. Subconsultants, and any other out-of-house direct costs, will be invoiced at cost plus 10 percent and are not anticipated or included in the contract amount.

Please note that a 20% payment will be required at signing and payment will represent the Notice to Proceed on the Proposal for Professional Engineering Services. See Exhibit A for more information regarding initial payment.

#### *TIME OF COMPLETION*

Following "Notice to Proceed", our office can provide firm time estimates. In general, we will complete the project according to the schedule shown below:

<b>TASK DESCRIPTION</b>	<b>START DATE</b>	<b>FINISH DATE</b>
• Topographic Survey & Base Map	COMPLETE	COMPLETE
1. Engineering Design, Plans & Specifications	June 2021	October 2021
• City Review	October 2021	November 2021
2. Construction Bidding	November 2021	December 2021
3. Construction Administration	December 2021	May 2022
4. Construction Observation	December 2021	May 2022

The schedule outlined above is based on the following assumptions:

1. All pertinent information and documents necessary for the completion of our work is received in a timely manner.
2. That all reviews and approvals will take place in a timely manner. NCCD will not be liable for delays in the project schedule due to extended or delayed agency or client review that is not within our control. Administrative authority approval may extend timelines.
3. That this proposal will be approved and returned to our office (by either mail or email) within 7 calendar days. The schedule is based on an assumed start date and the scope identified as of the date this proposal was prepared. The timeline will start once the Client Kickoff meeting occurs and an adjusted schedule will be provided to the Client at that time.

#### *OTHER FEES*

No other fees are anticipated at this time. The streets are within Manzanita's boundaries.

#### *ADDITIONAL WORK*

Any additional work not included in the scope of this proposal, which is added by the client or other approval agencies, will be charged at our standard hourly rates for this project. No additional work will be initiated without the prior written approval of the client.



### *DELIVERABLES*

- Civil engineering plan set - Paper copy & Electronic copy (PDF)
- Contract Documents & Specifications - Paper copy & Electronic copy (PDF)
- Project Record Drawings - Paper copy & Electronic copy (PDF)

### *CONDITIONS/ASSUMPTIONS*

Our scope of services and fees, as outlined herein, are based on the following assumptions and conditions:

1. Storm drainage system is to be designed as per City of Manzanita Storm Drainage Master Plan and does not include the design of any storm treatment system.
2. Construction observation assumes one 4-hr site visit per day, 4 days per week, during active construction for up to 4 months. If additional observation is requested, it will be considered additional services.
3. City Right-of-Way research will not include the submission of any Boundary or Record Survey. Any Right-of-Way survey requested beyond the Tillamook County GIS tax lot data will be considered additional services.
4. Based upon the direction given for the project, the followings items are not required to complete the proposed project and have not been accounted for in the proposed fees. If any of these are required, they will be considered additional services:
  - a. Geotechnical engineering
  - b. Landscape planning
  - c. Traffic study
  - d. DEQ 1200-C Permit
  - e. Structural/architectural design or demolition plan for private improvements
  - f. Structural retaining walls (over 4' in height)
5. Any work proposed by the City, or adjacent property owners that changes the scope of the project will be considered additional services.
6. Slope easements or construction easements along private property are not included in this proposal. Easements will be considered additional services.
7. Material testing will be provided and paid for by the City. NCCD will assist in managing the selected testing agency.
8. No presentations or public meetings are included. Public meetings and public involvement should be conducted by a Planning or Public Involvement Consultant. The City may opt to team with said consultant to team with during the engineering design process.
9. Meetings will be conducted via conference call, Microsoft Teams or Zoom. In-person meeting can be accommodated if the City determines they are necessary & comply with the City's COVID-19 social distancing requirements.



Thank you for the opportunity to present you with this proposal for Professional Engineering Services for your project. We trust that this proposal meets your needs. Should you have any questions regarding this proposal, please contact our office.

Sincerely,

***North Coast Civil Design,***

Kyle Ayers, PE

*Principal in Charge*

I have reviewed this proposal and find it to be acceptable. I hereby grant North Coast Civil Design, LLC permission to begin work immediately as outlined within this "Proposal for Professional Engineering Services."

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

Enclosures:          Exhibit A - General Conditions



## EXHIBIT A





## **GENERAL CONDITIONS**

North Coast Civil Design, LLC (NCCD) strives to meet the needs of each CLIENT, and to develop and maintain long-term relationships based upon open communication, mutual trust, and respect. We believe that the achievement of an appropriate level of partnering and risk sharing on each assignment is necessary toward that end. Ultimately, this provides a significant level of protection for each CLIENT. The following general conditions have been developed with this in mind.

### ***INTEGRATION***

The Proposal letter together with these General Conditions comprises the entire Agreement between the parties. This Agreement may not be changed without the prior written consent of all parties to the Agreement. There are no terms or conditions that are not expressed in this Agreement.

### ***AUTHORIZATION TO PROCEED***

Execution of this Agreement by the CLIENT will be authorization for NCCD to proceed with the work, unless otherwise provided for in this Agreement.

### ***PAYMENT TO NCCD***

On signing, CLIENT shall pay NCCD the following amount to be applied against the last invoice: 20%. Monthly invoices will be issued by NCCD for all work performed under this Agreement. Invoices are due and payable on receipt. Failure to then pay shall constitute default. Interest at a rate of 1.5%, per month, or the maximum permitted by law if lesser, will be charged on all past-due amounts starting 30 days after date of invoice. Payments will first be credited to interest and then to principle.

### ***PROJECT FILE***

All original papers and documents, and copies thereof, produced as a result of this agreement, except documents which are required to be filed with public agencies, shall remain the property of this firm and may be used by this firm without the consent of the CLIENT. If requested, reproducible copies of all drawings will be furnished to the CLIENT at cost of reproduction.

### ***ACCESS TO RECORDS***

CLIENT shall have access to all books, documents, papers and records of Consultant which are pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.

### ***STANDARD OF CARE***

NCCD will perform its professional services in accordance with the degree of care and skill ordinarily exercised by similarly qualified professionals currently practicing in this area under similar conditions. No warranties or representations are expressed or implied.

### ***TERMINATION***

This Agreement may be terminated for convenience by either party on 7 days written notice; or for cause, if either party fails to substantially perform the work in accordance with this Agreement through no fault of the other and does not commence correction of such work and nonperformance within 5 days of written notice and diligently complete the correction thereafter. On termination, NCCD will be paid for all authorized work performed up to the termination date plus termination expenses, such as but not limited to, reassignment of personnel, subcontract termination costs, and related closeout costs.

### ***COST OPINIONS/ESTIMATES***

Any cost opinions of Project economic evaluations provided by NCCD will be on a basis of experience and judgment, but, since it has no control over market conditions or bidding procedures, NCCD cannot warrant that bids, ultimate construction cost, or Project economics will not vary from these opinions and CLIENT waives any claim for the accuracy or inaccuracy of such opinions.



#### **UNAUTHORIZED CHANGES**

In the event the CLIENT consents to, allows, authorizes, or approves of changes to any plans, specifications, or other documents, and these changes are not approved in writing by NCCD, the CLIENT recognizes that such changes and the results thereof are not the responsibility of NCCD. The CLIENT agrees to release NCCD from any liability from the construction, use, or result of such changes.

#### **NO THIRD-PARTY BENEFICIARIES**

This Agreement gives no rights or benefits to anyone other than the CLIENT and NCCD has no third-party beneficiaries. NCCD's services are defined solely by this Agreement, and not by any other contract or agreement that may be associated with the Project.

#### **SITE ACCESS/RIGHT OF ENTRY**

The CLIENT must advise NCCD prior to commencement of our services of any special requirements for site entry, work permits, security clearances, licenses, or any other required permissions. If the property is not owned by the CLIENT, the CLIENT shall obtain written permission for right-of-entry for the purpose of accomplishing our services.

#### **JOB SITE CONDUCT AND SAFETY**

NCCD will be responsible for its professional activities on the job site. This will not relieve the CLIENT, Owner, or construction contractors of their obligation to maintain a safe job site. Neither NCCD's professional activities nor the presence of its employees or subcontractors shall be construed to imply responsibility for the job site safety.

#### **INSURANCE**

NCCD shall maintain general liability and property damage insurance, which shall protect NCCD from personal injury or property damage claims arising from negligent performance of work and under this Agreement. The limits of liability for such insurance shall be \$2,000,000 combined single limit. Client understands and agrees that NCCD's errors and omissions professional liability insurance is a policy under which the costs of defense, including attorneys' fees, are deducted from the policy principal. If Client offers insurance specific to the Project, Client shall offer NCCD the option to enroll if applicable. The Client and NCCD waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by any property or other insurance. The Client and NCCD shall each require similar waivers from their contractors, consultants, and agents. If the Client requires types and limits of insurance in addition to the types and limits NCCD normally maintains, Client shall pay NCCD for costs incurred for the additional coverages.

#### **TIME FRAME**

If the Project is idle more than sixty (60) cumulative days, NCCD may re-estimate its fees and scope of work.

#### **SEVERABILITY AND SURVIVAL**

If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. The limitations of liability and indemnities will apply regardless whether NCCD's liability arises under applicable statute or case or common law, including without limitation by reason of enumeration herein, negligence, strict liability, or any other type of cause of action, and shall apply to NCCD, its officers and employees. The law of Oregon State shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it; venue of any lawsuit shall be in Clatsop County, Oregon.

#### **DISPUTES**

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and NCCD agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise.

#### **ATTORNEYS' FEES**

In the event of any litigation arising from or related to the services provided under this Agreement, the substantially prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees, and other related expenses.



### ***TIME BAR TO LEGAL ACTION***

All legal actions by either party against the other arising out of or in any way connected with the services to be performed hereunder shall be barred and under no circumstances shall any such claim be initiated by either party after eighteen (18) months have passed from the completion of services provided for in this Agreement, unless NCCD's services shall be terminated earlier, in which case the date of termination of this Agreement shall be used.

### ***LIMITATIONS OF LIABILITY***

#### **No control over markets:**

NCCD does not have control over market conditions, or contractors' methods of pricing or performance, including the cost of labor, material, equipment, or services furnished by others, which may affect any opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs.

#### **Certification limitation:**

NCCD shall not certify or warrant conditions NCCD cannot ascertain.

#### **Limitation of liability:**

The total aggregate liability of NCCD and its officers, directors, employees, agents, and consultants to Client and anyone claiming through Client for any and all injuries, claims, losses, expenses, or damages related to the Services, the Project, or this Agreement, from any cause or causes whatsoever arising in tort, statute, or contract, shall not exceed the lesser of NCCD's total compensation for the Services or NCCD's applicable insurance

#### **Waiver of consequential damages:**

Neither party shall be liable to the other for incidental, indirect, or consequential damages arising out of, or connected in any way to the Project or this Agreement. This includes, but is not limited to, loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action arising in tort, statute, or contract.

#### **No liability for Client actions:**

NCCD shall not be responsible for a Client's directive, substitution, or acceptance of non-conforming work made or given without NCCD's written approval.

#### **No individual liability:**

No shareholder, principal, member, officer, director, partner, employee, or other representative of NCCD shall have personal liability to Client, or any other party, relating to this Agreement.

#### **Force majeure:**

NCCD shall not be liable for delay or failure outside of NCCD's reasonable control, including without limitation inclement weather, strikes, lockouts, labor troubles, accidents, fire, earthquake, civil commotion, war or consequences of war, government acts, restrictions or requisitions, failure of manufacturers or suppliers, suspension of shipping facilities, or any act or default of a carrier. In such a situation, Client shall accept the Services and pay for the same when provided, so long as a mutually acceptable revision is made to the scope of services and compensation.

#### **Accrual of claims:**

Any cause of action between the parties to this Agreement arising out of any damages caused by the performance of, or failure to perform under, this Agreement, shall be deemed to have accrued, and all statutes of limitations and repose shall commence to run by the earlier of the date of substantial completion of the Project or 30 days following the date of NCCD's final invoice.



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## SPECIAL EVENT PERMIT

2021-01

### **APPLICANT:**

Clyfford Young  
Manzanita Farmers' Market  
P.O. Box 608 Manzanita,  
OR 97130

503-836-3534

### **EVENT:**

#### **Manzanita Farmers' Market**

Fridays from June 11 to September 17, 2021- 4:00 p.m. to 8:00 p.m.  
Underhill Plaza, 635 Manzanita Avenue, Manzanita, OR 97130

At its May 5, 2021 meeting, the Manzanita City Council APPROVED this Special Event Permit subject to the following conditions:

1. The Farmers Market will be Held at Underhill Plaza. The applicant will furnish a farmer layout to the City prior to May 14<sup>th</sup> for approval by the City.
2. Organizers must provide a certificate of insurance to the City for general liability and property damage coverage for this event in a minimum coverage amount of \$2,000,000. The City of Manzanita must be listed as an additional named insured on this policy. This certificate must be submitted to the City prior to the June 11, 2021 opening of the market.
3. Organizers must make advance arrangements with the Public Works Department for any traffic cones or barricades needed and may be required to acquire similar equipment from other sources.
4. Organizers shall be responsible for obtaining all necessary permits from any other government agency having jurisdiction.
5. Organizers shall require vendors to follow certain parking restrictions in order to maintain space for customer and neighbor parking. Organizers will require vendors not to park within about 2 blocks of the market location. Organizers will provide a plan for vendor parking on private commercial lots within the area.

6. Organizers will work with City staff on signs and will provide seasonal signage for the City.
7. From May 17, 2021 to September 17, 2021, Organizers may place a vinyl banner of no more than 24 square feet on City property at Underhill Plaza to announce the location and times of the Manzanita Farmers Market. Organizers will work with City staff determine the exact location of this sign.
8. Organizers will provide quietly operating generators to provide electricity to those vendors who need electricity.
9. Organizers shall be responsible for cleaning up trash after the event. Any markings on the street or other City property must be washed off within one day.
10. This permit is for June 11, 2021 through September 17, 2021 only, and City Council approval will be required for subsequent events.
11. Live Music will be allowed subject to limitations set forth in Ordinance 94-6.

Leila Aman, City Manager/Recorder  
July 7, 2021





**City of Manzanita**  
Application for Special Event Permit

Date of Request: 4/24 2019

Applicant: Emily Vollmer

Mailing Address: PO Box 608, Manzanita, OR 97130

Phone Number: 503-836- 3634 Cell: (same)

Organization: Manzanita Farmers Market

Type of Event: Weekly outdoor farmers market

Dates: June 7 to Sept 12 Hours: 5PM to 8pm  
(4pm to 7pm on Sept 6 & 13) \_\_\_\_\_

Location: City Parking Lot and adjacent section of 5<sup>th</sup> St S

Check Which Apply:

Public Event: ☒ Private Event: \_\_\_\_\_ Charitable: \_\_\_\_\_ Profit: \_\_\_\_\_  
Non Profit: \_\_\_\_\_

On Public Property: \_\_\_\_\_ On Private Property: \_\_\_\_\_

Estimated Attendance: Up to 2000 / event

Police, Fire or Medical support available or needed? Yes: \_\_\_\_\_ No: \_\_\_\_\_

Restrooms Available: Yes: \_\_\_\_\_ No: \_\_\_\_\_ Handicap Accessible: Yes: \_\_\_\_\_  
No: \_\_\_\_\_

Alcohol Served / Sold / Consumed: Yes: \_\_\_\_\_ No: \_\_\_\_\_ Type(s): Some  
Vendors serving tasters \_\_\_\_\_

Live Entertainment: Yes: \_\_\_\_\_ No: \_\_\_\_\_ Type(s): Musicians At modest volumes NE

Corner of Parking lot

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Describe Event Support Staff: Market Manager, Assistant at info Booth, 6 – 7  
Volunteers (MFM Board Members)

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Describe Parking Conditions: Vendor Parking restrictions (and special  
exemptions by permission)

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Briefly Describe the Nature of Event (Attach map if needed for clarification or  
if requested)

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Weekly farmers market held mid-June through mid-September  
featuring arsites and food

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producers from within 100 miles. Attached layout of booth spaces.

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