

CITY OF
MANZANITA



COUNCIL PACKET

CITY OF MANZANITA
August 4, 2021
CITY COUNCIL SPECIAL WORKSHOP

CALL MEETING TO ORDER: The meeting was called to order by Mayor Scott at 3:00 pm August 4, 2021 via Zoom.

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

COVID-19 UPDATE, UPDATE ON EMERGENCY RADIO SIGNAL FOR THE CITY, AND PRESENTATION ON MASS CARE SUPPLIES:

North Tillamook Public Health Information Group member and EVCNB President Margaret Steele gave a presentation on COVID-19 statistics for Tillamook County. She provided an analysis on vaccine rates, information on where to get the vaccine, and discussed the COVID-19 positivity rate in Tillamook County. Council discussed a plan for new mask signage throughout the City, as well sending a message out to the community and visitors promoting mask usage.

Councilor Kozlowski stated that radio station 88.9 FM is dedicated to the City as a form of communication in the event of an emergency. The broadcast spans from Manzanita to Bay City and is an important method of communication for updates and information not otherwise available during an emergency. EVCNB will hold a trial broadcast on the first and third Wednesday of each month at 11:00 am and members from the community are encouraged to tune in.

EVCNB member Lee Hiltenbrand gave a presentation on mass care supplies and provided recommendations for how the City can navigate its budgeted emergency supply spending. Hiltenbrand provided a prioritized list of emergency supply recommendations, which include shelter, warmth, water, sanitation, food, and hygiene. Hiltenbrand will work with City Manager Aman to provide a framework for next steps to Council at the September 8, 2021 City Council meeting.

Mayor Scott adjourned the meeting at 4:48 pm

MINUTES APPROVED THIS
8th Day of September, 2021

Michael Scott, Mayor

Attest:

Leila Aman, City Manager

CITY OF MANZANITA
August 4, 2021
CITY COUNCIL MEETING

CALL MEETING TO ORDER: The meeting was called to order August 4, 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, Finance & Administrative Specialist Nina Aiello, Building Official Scott Gebhart, and Licensing & Ordinance Specialist Judy Wilson.

AUDIENCE INTRODUCTION: There were 35 people in attendance

CONSENT AGENDA:

- A. APPROVAL OF MINUTES – July 7, 2021 City Council Workshop, and July 7, 2021 City Council Meeting.
- B. APPROVAL OF BILLS FOR PAYMENT

A motion was made by Tonjes, seconded by Kozlowski, to approve the consent agenda including approval of the July 7, 2021 City Council Workshop and July 7 2021 City Council Meeting minutes; approve payment of bills and all subsequent bills subject to approval by the Mayor or Council President and City Manager.

PUBLIC COMMENTS AND COMMUNICATIONS: Heart of Cartm Board Chair Jessi Just gave an update on the opening of The Heart of Catrm, located in Wheeler Oregon. North Tillamook Public Health Information Group member and EVCNB President Margaret Steele gave a presentation on COVID-19 statistics in our county, and two members from the community commented about the new City Hall project.

NEW BUSINESS:

A. Mass Care update – Council President Linda Kozlowski – Councilor Kozlowski stated that the radio station 88.9 FM is dedicated to the City as a form of communication in the event of an emergency. EVCNB will hold a trial broadcast on the first and third Wednesday of each month at 11:00 am and members from the community are encouraged to tune in. EVCNB member Lee Hiltenbrand gave a presentation on mass care supplies, providing a prioritized list of emergency supply recommendations for the City. Hiltenbrand also discussed how the City can navigate spending its budgeted emergency supply monies to procure these supplies. Aman and Hiltenbrand will provide a framework for next steps to present to Council at the September 8, 2021 City Council meeting.

B. Muttzanita Special Event Permit – City Manager Leila Aman – Aman presented

the Special Event Permit request by Four Paws on the Beach for their 12th annual Muttzanita event. The event will be held on September 11, 2021, with a parade on Laneda and all other events held on the beach to allow for adequate social distancing. All COVID-19 precautions will be taken. Councilor Nuttall requested that flags be posted along Laneda in remembrance of the September 11, 2001 attacks during the event.

A motion was made by Nuttall, seconded by Kozlowski, to approve the Muttzanita Special Event Permit, with flags to be posted along Laneda during the event in remembrance of the September 11, 2001 attacks. Motion passed unanimously.

C. Special Event Permit for CERT of Nehalem Bay – City Manager Leila Aman – Aman presented the Special Event Permit requested by CERT of Nehalem Bay. The event will be held August 21, 2021 at Underhill Plaza and will be the final training event for the group of new trainees. All COVID-19 precautions will be taken.

A motion was made by Kozlowski, seconded by Tonjes, to approve the Special Event Permit on behalf of CERT of Nehalem Bay. Motion passed unanimously.

D. Ordinance No. 21-06 repealing and replacing ordinance 21-05 amending sections 1 through 6 and adding section 7 to Ordinance No. 10-03 relating to rules and regulations for Short Term Rentals (first reading) – City Manager Leila Aman – Aman presented Ordinance 21-06 for its first reading, providing background information on the Ordinance as well as detailing key changes made.

E. Ordinance No. 21-07 amending section 4 of Ordinance No. 94-6 relating to unnecessary noise and prescribing general offenses (first reading) – City Manager Leila Aman – Aman presented Ordinance 21-07 for its first reading, providing background information on the Ordinance as well as detailing key changes made.

A Public Hearing was opened at 7:59 pm and one member from the community commented. An additional member of the community provided written correspondence which was shared with Council and included in the packet. Public Hearing was closed at 8:02 pm.

A motion was made by Nuttall, seconded by Kozlowski, to approve Ordinance No. 21-06 repealing and replacing ordinance 21-05 amending sections 1 through 6 and adding section 7 to Ordinance No. 10-03 relating to rules and regulations for Short Term Rentals for its first reading. Motion passed unanimously.

A motion was made by Kozlowski, seconded by Tonjes, to approve Ordinance 21-07 amending section 4 of Ordinance 94-6 relating to unnecessary noise and prescribing general offenses for its first reading. Motion passed unanimously.

F. Council meeting time change proposal – Mayor Mike Scott – Mayor Scott

suggested that Council consider moving City Council Meetings to 6:00 pm as all meetings are now held virtually, allowing second homeowners to attend without having to travel. Council reached consensus to change the time to 6:00 p.m. and approved City Manager Aman to proceed with drafting a Resolution to present at the September 8, 2021 Council Meeting to amend the City Council Rules of Procedures.

G. Resuming in person meetings – Mayor Mike Scott – Mayor Scott discussed the possibility of resuming in person Council meetings. Council agreed that due to continued COVID-19 cases, as well as not having dedicated Council chambers, meetings would continue virtually until further notice.

OLD BUSINESS:

A. City Hall construction project update – City Manager Leila Aman – Aman presented an update on the new City Hall construction project. Aman stated that the Request for Proposal for Owners Representative Services went live on July 28, 2021, and the deadline for submissions will be August 20, 2021. Interviews for a final candidate for project manager will be held in September. In addition, Aman is working on a contract to have the contaminated soil at the Underhill Plaza remediated, as well as obtaining an appraisal for the old City Hall building.

CITY MANAGER’S REPORT –

A. City Manager Leila Aman – Aman stated that City staff have drafted a plan for the eventual reopening of City Hall, but will remain closed to the public while COVID-19 cases continue to rise throughout the county. City staff continue to be available to the public through phone, email and scheduled appointments. Aman stated that there has been concern in the community about increased thefts throughout the City. She met with Chief Harth, and he has stated that he continues to monitor the situation. Building Official Scott Gebhart will provide an update on building activity at the September 8, 2021 City Council meeting. Aman also stated that the City is transitioning to a new financial software in September.

Miscellaneous:

1. The City of Manzanita will hold Municipal Court on August 20, 2021 at 1:30 pm. Due to COVID-19 restrictions court continues to remain closed to the public.
2. There will be a Planning Commission meeting August 16, 2021 at 4:00 pm via zoom.
3. There will be a Short-Term Rental Ordinance Oversight Workgroup meeting August 16, 2021 at 1:30 via zoom.

Mayor Scott adjourned the meeting at 8:48 p.m.

**MINUTES APPROVED THIS
8th Day of September, 2021**

Michael Scott, Mayor

Attest:

Leila Aman, City Manager

CITY OF MANZANITA
August 19, 2021
SPECIAL CITY COUNCIL MEETING

CALL MEETING TO ORDER: The meeting was called to order August 19, 2021, at 9:00 am via Zoom by Mayor Mike Scott.

ROLL: Member's present were: Mayor Mike Scott, Steve Nuttall, Jerry Spegman, Hans Tonjes, and Linda Kozlowski. Staff present: City Manager Leila Aman, Finance & Administrative Specialist Nina Aiello, Public Works Director Dan Weitzel, and Ordinance Specialist Judy Wilson.

AUDIENCE INTRODUCTION: There were 42 people in attendance

NEW BUSINESS:

A. Discussion of COVID-19 response – Tillamook Adventist Health Director Eric Swanson provided an update and statistics for local hospitals in our region. There are currently 19 patients admitted to the Tillamook Adventist Health location, 7 of which are COVID-19 positive. Elective surgeries have been postponed and medical personnel from other hospitals have been diverted to Tillamook to assist. Swanson shared his mitigation strategies and discussed strategies that the City may consider adopting as well.

North Tillamook Public Health Information Group member Margaret Steele gave a presentation on COVID-19 statistics for our county. She discussed prevention methods and provided information on the COVID-19 vaccination boosters that are scheduled to become available in the coming months.

Tillamook County Commissioner Mary Faith Bell discussed her recent emergency meeting with the Governor and discussed the current crisis we are experiencing in our local hospitals. Bell is currently working with FEMA on potentially employing field hospitals in our area.

Council discussed the current COVID-19 mitigation strategies in place and changes they may implement to address the current surge in positive cases. Discussions centered on new mask and vaccination messaging throughout the City, as well as drafting a letter to all Short-Term Rental owners regarding COVID-19. Council also discussed amending the Manzanita Farmers Market Special Event Permit to require facemasks, as well as the recently approved Muttzanita Special Event Permit.

B. Resolution 21-10 Declaring a State of Emergency in response to COVID-19 and mandating face coverings on Laneda – City Manager Leila Aman presented Resolution 21-10 Declaring a State of Emergency in response to COVID-19 and mandating face coverings on Laneda.

A motion was made by Nuttall, seconded by Tonjes, to approve Resolution 21-10 Declaring a State of Emergency in response to COVID-19 and mandating face coverings on Laneda. Motion passed unanimously.

A motion was made by Kozlowski, seconded by Nuttall, to amend the Manzanita Farmers Market Special Event Permit to require facemasks. Motion passed unanimously.

PUBLIC COMMENT AND COMMUNICATION: None

Mayor Scott adjourned the meeting at 11:01 a.m.

**MINUTES APPROVED THIS
8th Day of September, 2021**

Michael Scott, Mayor

Attest:

Leila Aman, City Manager

BILLS FOR APPROVAL OF PAYMENT									
From 08/01/2021 - 08/31/2021									
VENDOR	TOTAL	ADMIN	POLICE	BLDG	COURT	PARKS	ROADS	Visitors Cnt	WATER
BACKFLOW VALVE (ANNUAL TESTS)	\$236.00								\$236.00
BOYDS (ENGINE REPAIR)	\$2,750.25						\$2,750.25		
CASELLE (FINANCIAL SOFTWARE SUPPORT)	\$522.00								\$522.00
CHARTER (INTERNET SERVICE)	\$569.91	\$339.96						\$104.97	\$124.98
CONSOLIDATED SUPPLY (WATER METERS)	\$5,039.32								\$5,039.32
DAN HAAG (VISITORS CNTR COORDINATOR)	\$3,750.00							\$3,750.00	
DMV (DRIVING RECORDS)	\$2.10				\$2.10				
FASTENAL (HARDWARE)	\$100.13								\$100.13
LARRY BLAKE (JUDICIAL SERVICES)	\$400.00				\$400.00				
MANZANITA LUMBER (LUMBER & SUPPLIES)	\$84.65						\$84.65		
MILLER NASH / GRAHAM & DUNN (CITY ATTORNEY)	\$3,728.50	\$3,728.50							
MOSCATO OKONESKI (CITY HALL APPRASAL)	\$2,700.00	\$2,700.00							
MUNI REVS (STR CENSUS MONITORING)	\$1,165.00	\$1,165.00							
NAPA AUTO PARTS (AUTO SUPPLIES)	\$63.99						\$63.99		

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VENDOR	TOTAL	ADMIN	POLICE	BLDG	COURT	PARKS	ROADS	Visitors Cnt	WATER
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NAPA AUTO PARTS (AUTO SUPPLIES)	\$63.99						\$63.99		

BILLS FOR APPROVAL OF PAYMENT

From 08/01/2021 - 08/31/2021

VENDOR	TOTAL	ADMIN	POLICE	BLDG	COURT	PARKS	ROADS	Visitors Cnt	WATER
NEHALEM BAY READY MIX (BUILDING MATERIALS)	\$336.98						\$336.98		
NEHALEM BAYWASTE WATER (WASTEWATER SERVICE)	\$850.50	\$137.70	\$162.00	\$81.00	\$24.30	\$364.50			\$81.00
NEHALEM LUMBER (BUILDING MATERIALS)	\$16.77								\$16.77
NORTH COAST CIVIL DESIGN (CIVIL ENGINEERING)	\$1,310.00								\$1,310.00
ONE CALL (STATE LOCATE FEES)	\$25.20								\$25.20
ONE ELEVEN (ITSERVICES)	\$4,102.50	\$2,058.76		\$286.12	\$327.00			\$735.75	\$694.87
ONE ELEVEN (IT EQUIPMENT)	\$730.00	\$180.00		\$550.00					
PAC OFFICE AUTOMATION (COPY/POSTAGE SERVICE)	\$17.72		\$17.72						
PUMP TECH (BOOSTER PUMP)	\$2,858.72								\$2,858.72
RHYNO NETWORKS (IT SERVICES)	\$374.60	\$216.00	\$66.00						\$92.60
RTI (PHONE SERVICE)	\$472.67	\$62.41	\$103.10	\$18.40	\$15.21				\$273.55
SAIF (WORKERS COMP INSURANCE)	\$1,242.10	\$13.31	\$430.98		\$1.72	\$35.77	\$152.71		\$607.61
SHELDON OIL CO. (FUEL)	\$1,941.22		\$917.03	\$71.99		\$47.61	\$238.05		\$666.54

BILLS FOR APPROVAL OF PAYMENT

From 08/01/2021 - 08/31/2021

VENDOR	TOTAL	ADMIN	POLICE	BLDG	COURT	PARKS	ROADS	Visitors Cnt	WATER
SWEET SEPTIC (PORTABLES FARMERS MKT)	\$1,092.00	\$1,092.00							
TILLAMOOK PUD (ELECTRIC SERVICE)	\$3,607.29	\$128.82	\$103.11	\$3.80	\$4.72	\$45.89	\$609.00	\$97.81	\$2,614.14
TRAFFIC SAFETY & SUPPLY (EQUIPMENT)	\$5,312.16						\$5,312.16		
US BANK (CITY VISA)	\$6,401.50	\$440.30	\$252.22		\$134.91	\$246.85	\$750.96		\$4,576.26
VAN DYKE PLUMBING (NEW MENS TOILET FOR RR)	\$962.00					\$962.00			
VERIZON (CELL & DESK PHONE SERVICE)	\$1,454.84	\$467.69	\$331.01	\$89.99				\$64.99	\$501.16
WASHINGTON FEDERAL (BOND PAYMENT - UNDERHILL)	\$77,666.22	\$77,666.22							
TOTALS	\$131,886.84	\$90,396.67	\$2,383.17	\$1,101.30	\$909.96	\$1,702.62	\$10,298.75	\$4,753.52	\$20,340.85

RESOLUTION NO. 21-12

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANZANITA
RENUMBERING RESOLUTION 21-05 ADOPTED JULY 7, 2021, to 21-10 and
RENUMBERING RESOLUTION 21-10 Adopted August 19, 2021 to 21-11**

WHEREAS, Manzanita City Council adopted Resolutions 21-05, 21-06, 21-07, 21-08 and 21-09 on June 23, 2021, as part of the budget adoptions process; and

WHEREAS, Resolutions 21-05 through 21-09 were not properly filed; and

WHEREAS, as a result of the filing error two resolutions have been misnumbered and need to be corrected; and

WHEREAS, the two resolutions needing correction include a Resolution adopted on July 7, 2021 numbered 21-05 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, and a Resolution adopted on August 19, 2021 numbered 21-10 Declaring a Local State of Emergency, Mandating the Wearing of Face Coverings on Laneda In Response to the State of Emergency; and

WHEREAS, as a result of the misfiling the Resolution adopted on July 7, 2021, should have been numbered 21-10 and the Resolution adopted on August 19, 2021 as 20-10 should have been numbered 21-11.

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

Section 1 - Resolution 21-05 adopted on July 7, 2021 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 is hereby renumbered 21-10.

Section 2 – Resolution 21-10 adopted on August 19, 2021, Declaring a Local State of Emergency, Mandating the Wearing of Face Coverings on Laneda In Response to the State of Emergency is hereby renumbered 21-11.

PASSED by the City Council and signed by me in authentication of its passage this 8th day of September 2021.

Michael Scott, Mayor

ATTEST:

Leila Aman, City Manager/Recorder

RESOLUTION NO. 21-10

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 30th 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.

Michael Scott, Mayor

ATTEST:

Leila Aman, City Manager/Recorder

RESOLUTION NO 21-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANZANITA DECLARING A LOCAL STATE OF EMERGENCY, MANDATING THE WEARING OF FACE COVERINGS ON LANEDA AVENUE, IN RESPONSE TO THE STATE OF EMERGENCY

WHEREAS, COVID-19 continues to be threat to public health and safety; and

WHEREAS, Tillamook County has experienced a surge in COVID 19 cases in the month of August, 2021 and there is growing concern that local area hospitals will become overburdened; and

WHEREAS, on August 13, 2021, the State of Oregon mandated the wearing of face coverings in all indoor settings with additional requirements; and

WHEREAS, individuals can be infected and contagious before or even without developing symptoms (pre-symptomatic and asymptomatic); and

WHEREAS, the age, condition, and health of a significant portion of the population of the City of Manzanita is at risk for serious health complications from COVID-19; and

WHEREAS, the State of Oregon, pursuant to ORS 401.309(1), authorizes the governing body of Oregon cities and counties to declare a local state of emergency; and

WHEREAS, the Mayor of the City of Manzanita finds that conditions require a local state of emergency; now, therefore

BE IT RESOLVED BY THE MAYOR OF THE CITY OF MANZANITA:

Section 1. A local state of emergency is declared to exist throughout the City of Manzanita.

Section 2. The City Manager of the City of Manzanita may take any and all necessary steps authorized by law to coordinate a response to this emergency; and authorized by law to coordinate a response to this emergency.

Section 3. The City of Manzanita has adopted the OHA mask recommendations and requirements effective August 13, 2021.

Section 4. The City of Manzanita hereby reinstates Mask Zones and requires the wearing of face coverings whenever any individual is within a designated Mask Zone, whether inside a structure or physically outside and not within a vehicle.

Laneda Avenue, between the intersections of Classic Street to Ocean Road, is hereby declared a designated Mask Zone. (The Council reserves the right to amend, modify or add additional MaskZones as needed during the State of Emergency).

Section 5. Face coverings mandates and requirements do not replace the primary need for people to continue to practice physical distancing (physically separated by a minimum of 6 feet), staying at home when ill, frequently washing hands with soap or sanitizer, and avoiding touching one's face.

Section 6. The City of Manzanita advises all people in the City, homeowners, and visitors alike, to support the health and well-being of our community by complying with the face covering requirements and mandates without delay.

Section 7. All previous actions taken by the Manzanita City Council regarding declaration of a local state of emergency, and all actions taken by any officer or employee of the City of Manzanita to accomplish the intent and purposes of these resolutions, remain in effect and continue to be authorized, affirmed, confirmed and ratified in all respects.

Section 8. This resolution is effective immediately and will expire upon determination of the City Council.

Michael Scott, Mayor

ATTEST: _____
Leila Aman, City Manager/Recorder



City of Manzanita

PROCLAMATION

WHEREAS, Emergency Preparedness Month 2021 provides an opportunity for residents of the City of Manzanita to be prepared for any type of emergency where they live, work, and play; and

WHEREAS, the Emergency Volunteer Corps of Nehalem Bay was created to promote a culture of preparedness for all the residents of the City of Manzanita and the Nehalem Bay Area; and

WHEREAS, taking steps toward personal preparedness and ensuring households, businesses, schools, and community organizations are prepared for disaster can reduce fatalities and economic devastation following a major crisis, and speed up recovery; and

WHEREAS, continuing efforts to enhance preparedness in the Nehalem Bay Region have proven invaluable to the area's response to previously unexpected crises – including tornados and a pandemic – by remaining flexible and acting appropriately on an individual and community-wide basis, and avoiding significant disruption to our way of life; and

WHEREAS, participating in the Preparedness Month 2021 will increase the number of residents who understand which disasters could happen in our community; and

WHEREAS emergency preparedness is the responsibility of every resident, and all residents are urged to make preparedness a priority and work together to ensure that individuals, families, and communities are prepared for disasters and emergencies of any type.

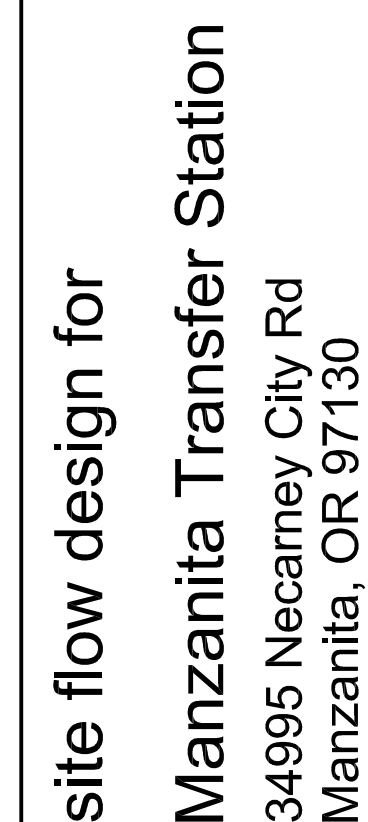
NOW, THEREFORE, I, Mike Scott, Mayor of the City of Manzanita, a municipal corporation in the County of Tillamook, in the State of Oregon, do hereby proclaim September 2021 as Emergency Preparedness Month in Manzanita and call upon all residents, homeowners, and businesses to support efforts to be prepared for the next emergency that comes our way.

IN WITNESS, WHEREOF, and with the consent of the City Council of the City of Manzanita, I have hereunto set my hand on this 8th day of September, 2021.

Mike Scott, Mayor

ATTEST:

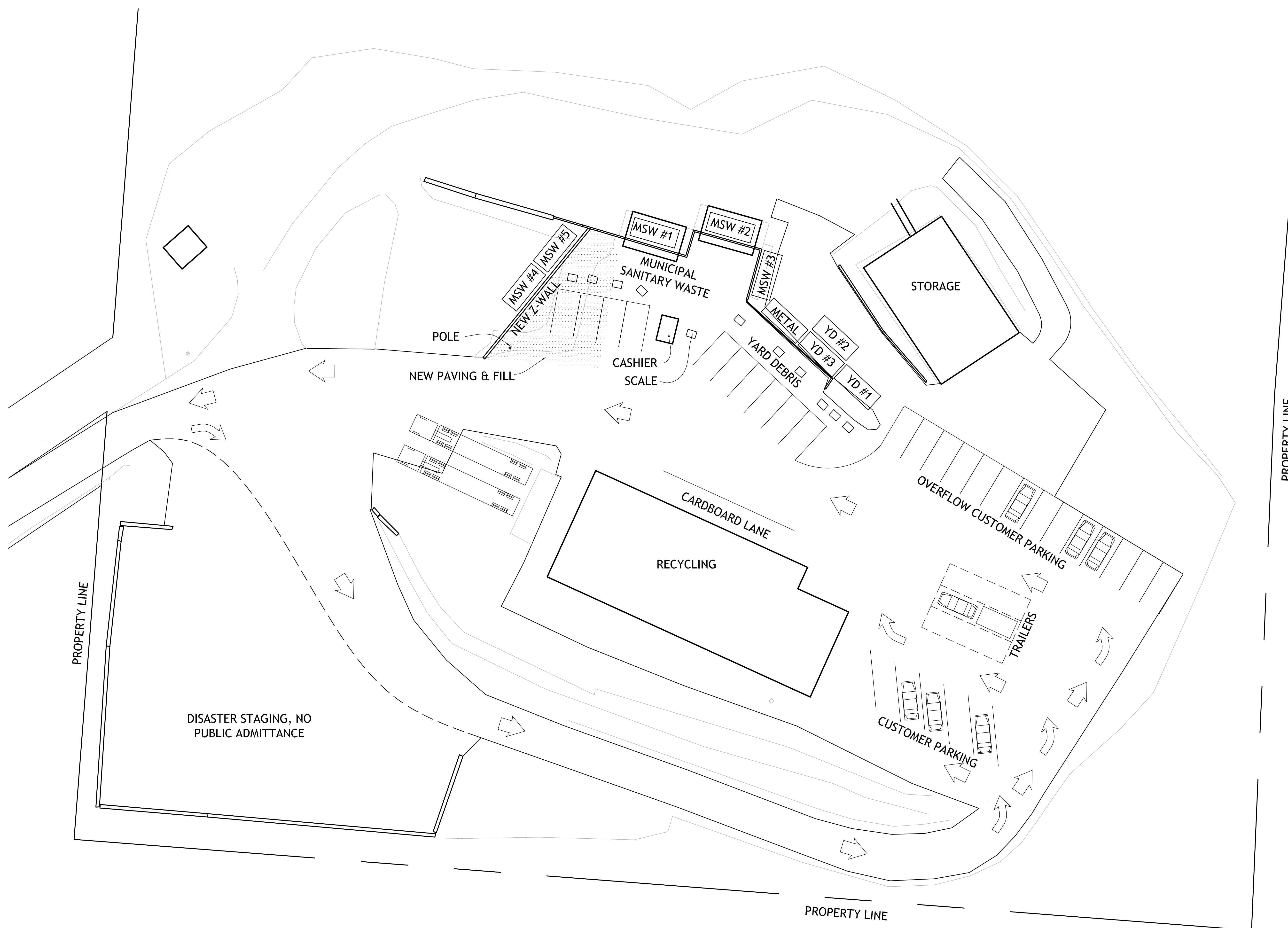
Leila Aman, City Manager / Recorder

[illegible]

PRELIMINARY
NOT FOR CONSTRUCTION

Project number	2024
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A0

ARCHITECTURAL
SITE PLAN

 **SITE PLAN- OPTION A**
SCALE: 1"=20'

Language proposed as deleted is shown as ~~crossed-out~~.

Language proposed as added is shown as underlined.

Language added or changed since April council meeting is shown in yellow highlight.

Language added or changed since posting on July 28, 2021 shown in blue highlight

ORDINANCE NO. 21-06

AN ORDINANCE REPEALING AND REPLACING ORDINANCE 21-05 AND AMENDING SECTIONS 1 THROUGH 6 OF AND ADDING SECTION 7 TO ORDINANCE NO. 10-03 RELATING TO RULES AND REGULATIONS FOR SHORT TERM RENTALS

WHEREAS, Ordinance No. 10-03 established rules and regulations relating to short term rentals within the City to ensure the safety and convenience of renters, owners and neighboring property owners; and,

WHEREAS, the City Council determines that it is the public interest to establish additional standards and to clarify the existing rules and regulations to make them more understandable and enforceable; now, therefore,

THE CITY OF MANZANITA DOES ORDAIN AS FOLLOWS:

SECTION 1: Ordinance 21-05 is hereby repealed and replaced with Ordinance 21-06.

SECTION 1-2. Sections 1 through 6 inclusive of Ordinance No. 10-03 are hereby amended to read as follows:

“Section 1. Definitions.

a) For the purpose of this Ordinance, words used in the present tense include the future, the singular number includes the plural, the word "shall" is mandatory, and the term "this Ordinance" shall be deemed to include all amendments hereafter made to this Ordinance. [Added by Ord. No. 16-05, 12/7/16]

b) The following words and phrases, as used herein, shall have the following meanings:

Dwelling Unit. Means the definition provided in Section 1.030 of Manzanita Zoning Ordinance 95-4, as amended.

~~Means one or more rooms occupied, designed or intended for occupancy as separate living quarters, and containing four (4) or more of the following:~~

- ~~▪—refrigeration~~
- ~~▪—cooking facility (including cooking stove, hot plate, range hood, microwave, or similar appliance) or wiring or venting to support same~~
- ~~▪—dishwashing machine~~
- ~~▪—sink intended for meal preparation (not including a wet bar)~~
- ~~▪—garbage disposal~~
- ~~▪—toilet~~
- ~~▪—shower or bathtub~~

Local Contact Person Agent. ~~The owner, a rental agency, security agency, or other agent of the owner authorized to act for the owner. Any Person who has been contracted by the Owner and has full authority to act on the Owner's behalf for purposes outlined in Ordinance 10-3 Section 4.~~ [Amended by Ord. No. 16-05, 12/7/16].

Language proposed as deleted is shown as ~~crossed-out~~.

Language proposed as added is shown as underlined.

Language added or changed since April council meeting is shown in yellow highlight.

Language added or changed since posting on July 28, 2021 shown in blue highlight

Owner. ~~The Any Person who owns, alone or jointly, has title to or an ownership interest in the any Dwelling Unit used as or proposed to be used as a Short-Term Rental.~~

Person. Every natural Person, firm, partnership, association, social or fraternal organization, corporation, trust, estate, receiver, syndicate, branch of government, or any group or combination acting as a unit.

Rent. The full consideration charged, whether or not received by the operator, for the occupancy of the Short-Term Rental valued in money or in goods, labor, credits, property, or other consideration valued in money, without any deduction. Except as otherwise provided in this Ordinance, Rent includes all fees, charges and assessments (including but not limited to processing fees, cleaning fees or fees for maid service and pet fees) charged, assessed or allocated by the operator for the occupancy of the Short-Term Rental, the payment for which is not optional and not refundable. Rent does not include:

1. Any taxes, fees, or assessments levied by any other governmental entity.
2. The sale of any goods or services which are separate and independent from occupancy. [Added by Ord. No. 16-05, 12/7/16]

Serious Fire or Life Safety Risk. A building code or Ordinance violation involving those construction, protection and occupancy features necessary to minimize danger to life from fire, including smoke, fumes or panic, as well as other considerations that are essential to life safety.

Short-Term Rental. A Dwelling Unit that is Rented to any Person on a day-to-day basis or for a period of less than thirty (30) consecutive nights. [Amended by Ord. No. 16-05, 12/7/16]

Short-Term Rental License. A permit to operate a Short-Term Rental in accordance with this and all City Ordinances. The licensing year is August 1st to July 31st of the following year and the fee of which is not subject to proration. [Added by Ord. No. 16-05, 12/7/16]

Sleeping Room. A fully-enclosed habitable space with a heat source and an emergency egress or rescue opening meeting the minimum standards of the current Oregon Residential Specialty Code.ed"

"Section 2. License required. A property Owner shall obtain and maintain a license as provided in this Ordinance for any qualified Dwelling Unit that is to be used as a Short-Term Rental. A license shall be obtained prior to using a Dwelling Unit as a Short-Term Rental or advertising in any manner the availability of the Dwelling Unit for Short-Term Rental. A Short-Term Rental License shall be surrendered immediately to the City upon sale of the property or cessation of use as a Short-Term Rental at the address named on the license. [Amended by Ord. No. 16-05, 12/7/16]

It is a Class C Civil Infraction as provided in Ordinance No. 15-01 to not immediately surrender a Short-Term Rental License to the City upon sale of the property or cessation of use as a Short-Term Rental at the address named on the license.

a. Short-Term Rental License. The Short-Term Rental License shall state the address of the Short-Term Rental, the name and phone number of the Owner or Local Agent ~~local contact Person(s)~~, the maximum allowable number of overnight occupants, the license number, the expiration date of the license,

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and any other information required by the City of Manzanita. The license shall be prominently displayed in the Rental so as to be seen and readily noticed by any and all occupants. Such license also will serve as the Manzanita Certificate of Authority (MCA) number required by the Manzanita Transient Lodging Tax Ordinance No. 16-03.

It is a Class A Civil Infraction as provided in Ordinance No. 15-01 to Rent or make a Dwelling Unit available for Rent as a Short-Term Rental without obtaining the license required by this section or to Rent the property on a short-term basis without the current license posted conspicuously in the Rental property as required above. [Added by Ord. No. 16-05, 12/7/16]

b. Advertising. All advertising soliciting business for a Short-Term Rental shall include the license number issued by the City of Manzanita to the ~~Rental~~ Owner. All advertisements appearing through any medium including any print, electronic, or audio media, including, but not limited to, advertisements appearing in newspapers, magazines, newsletters, flyers, internet sites, bulletin boards, or any other advertising medium, regardless of origin, distribution method, or distribution location of such medium soliciting reservations or Rental availability shall include the Short-Term Rental License number. Such identification shall appear as "MCA #" (Manzanita Certificate of Authority) followed by the City-issued license number in a readable size and font, and be placed in such location that it is readily noticed as a part of the advertisement.

It is a Class C Civil Infraction as provided in Ordinance No. 15-01 to place advertising soliciting business by any means for the Short-Term Rental property without having the Short-Term Rental License number included. [Added by Ord. No. 16-05, 12/7/16]"

"Section 3. Short-Term Rental License Requirements.

a. Eligibility to apply for license. A property Owner who holds title or a recorded land sale contract to a property with a Dwelling Unit which has passed a final building inspection may apply for a Short-Term Rental License. Applications will be processed in the order received by the City. A license application shall not be accepted nor processed until fines related to any violation of any City Ordinance related to the subject property are paid in full. [Amended by Ord. No. 16-05, 12/7/16]

b. Application. An application packet for a Short-Term Rental License shall be completed and submitted to the City by the Owner of the Dwelling Unit on forms provided by the City. The application shall identify and be signed by all Persons shown as Owners or having any beneficial ownership in any form of ownership of the Dwelling Unit on the most recent Tillamook County Assessor's tax records or recorded title. If the Dwelling Unit is owned by a corporation or other entity, legal documentation, acceptable to the City, detailing the names of all Persons with any ownership interest in the entity shall be submitted with the application. Any additional cost incurred by the City in obtaining verification of such information shall be added to the cost of the license. At the time of application, an application fee as determined by resolution of the City Council shall be paid to the City. The fee shall include the cost of staff time to process the application and the initial ~~health and safety~~ Short-Term Rental inspection ~~and one follow-up inspection.~~ Incomplete application packets shall not be accepted nor processed. After one resubmittal, all additional resubmittals for the same property shall require payment of additional application fees. Additional inspections, including pre-purchase inspections, are available for ~~an additional~~ a separate fee. A Short-Term Rental applicant must have the initial Short-Term Rental inspection completed and all deficiencies corrected

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within ~~six~~ three months of the application submittal date. Failure to complete the Short-Term Rental inspection process within ~~six~~ three months of the application submittal date shall result in the expiration of the application. [Amended by Ord. No. 16-05, 12/7/16]

c. Limitations on application. Effective June 4, 2010, a Person holding a Short-Term Rental License or an interest in a property for which a Short-Term Rental License has been issued shall not be eligible to apply for or hold, as a member of a group or any other form of beneficial Ownership, a Short-Term Rental License covering any other property within Manzanita. A Short-Term Rental License may be issued only for a single Dwelling Unit on a single property or for a single Dwelling Unit within a duplex on a single property.

The Short-Term Rental License is issued to the Owner and does not transfer with the sale or conveyance of the property. All Short-Term Rental License holders must report to the City any change of Ownership of their Short-Term Rental, in whatever form, before the conveyance deed is recorded. If the Owner is an entity, then any transfer of fifty percent or more of all ownership interest in the Owner will also constitute a change of Ownership of the Short-Term Rental. The transfer of the property from (1) a natural Person(s) to a Trust serving the same natural Person(s) or to a family member pursuant to a Trust or (2) the transfer of Ownership pursuant to a will or bequest upon the death of the Owner is not deemed not to be a transfer of Ownership for purposes of this Ordinance. [Amended by Ord. No. 16-05, 12/7/16]

d. Initial inspection. At the time of initial application, the dwelling unit shall be inspected by the City Building Official or designee. The purpose of this Short-Term Rental inspection will be to determine the conformance of the Dwelling Unit ~~with the State of Oregon Residential Specialty Code regulations related to potential safety issues, and with all other standards required by the City.~~ with this ordinance and all other standards required by the City. Applicants must correct any identified deficiencies ~~and a final safety inspection must be passed before a short term rental license is issued.~~ and make corrections consistent with the provisions of the current edition of the Oregon Residential Specialty Code and required City standards prior to issuance of a short-term rental license.

In any case where a property subject to an initial inspection is not approved by the City, the City shall allow thirty (30) days from the date of the initial Short-Term Rental inspection for minor repairs or sixty (60) days from the date of the initial Short-Term Rental inspection for major repairs, at the completion of which the Owner or Local Agent must contact the City of Manzanita for a re-inspection. An additional inspection fee may apply. All re-inspections due to failed items on the City-published inspection list will be subject to additional inspection fees. If the repairs identified in the ~~original~~ initial Short-Term Rental inspection are not rectified at the time of re-inspection, the license application shall be invalidated, and the applicant must re-apply and pay the associated application fee. The City reserves the right to modify inspection requirements to ensure compliance with any standards required by the City. [Amended by Ord. No. 16-05, 12/7/16]

e. License issuance. Except as provided in Section 3(f) below, the Owner shall be issued a license for a Short-Term Rental upon completion of all required forms, inspection approval of the Dwelling Unit by the Building Official or designee, and payment of the annual license fee as determined by resolution of the City Council.

f. Waiting list in certain areas. If the Dwelling Unit is located within the area subject to the cap

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placed on the number of Short-Term Rentals by Section 6.030(3)(a) of Ordinance 95-4 and no licenses are available, the Owner who is otherwise eligible to receive a license will be placed on a waiting list. The City shall notify the applicant, in writing via regular or electronic mail, of the status of the pending license. If at any time the applicant chooses to withdraw their application from consideration, the applicant must do so in writing.

As a license within the capped area becomes available, it will be offered to the Owner whose approved application has been on the list for the longest time. Within one week of notification, the license fee and all forms and documentation required must be submitted to the City. Failure to submit the license fee and required forms and documentation to the City will result in the license being offered to the next applicant on the waiting list. [Amended by Ord. No. 16-05, 12/7/16]

g. Hardship license. The City Council at its discretion may approve a special hardship license where it is determined that a medical condition, death of a spouse or other extraordinary financial burden is likely to jeopardize the Owner's ability to maintain Ownership of the designated property. The Council may attach a time limit with a hardship license, and this license shall be revoked upon the sale or conveyance of the property.

h. Utilization of License Required. Holders of Short-Term Rental Licenses issued after June 4, 2010, including those issued to Owners on the waiting list described in Section 3(f) above as of June 4, 2010, who report no Rental income for a period of nine (9) months from the initial license issuance date shall be considered as having abandoned the license, and the license shall be automatically revoked. This requirement shall apply to subsequent nine (9) month periods. [Amended by Ord. No. 16-05, 12/7/16]

i. License Limitation on Listed Property. A property Owner who holds title or a recorded land sale contract to a property which is a currently licensed Short-Term Rental who lists said property for sale, shall limit the extent of future reservations/bookings to no more than forty-five (45) days from the date the reservation was made. Any and all outstanding reservations/bookings, beyond and including the date of the recording of the deed of sale of that property, shall be cancelled. [Added by Ord. No. 16-05, 12/7/16]"

"Section 4. Standards. ~~A Short-Term Rental shall be operated to meet the following standards. All~~ Short-Term Rentals shall comply with the following standards. Any Owner, Local Agent or Renter who violates any standards, or allows any standards to be violated, is subject to citation and fines in addition to and not in lieu of any other enforcement and penalties contained in this Ordinance or other City Ordinance or State law:

a. House Number. A house number visible from the street must be provided and maintained.

b. Identification Sign. In addition to the signs permitted by Section 4.070 of Ordinance 95-4 the Owner or Local Agent ~~Rental agency may shall~~ provide and maintain a sign ~~attached to the outside of the Dwelling Unit which identifies the Dwelling Unit as a Short-Term Rental and lists a telephone number for the applicable Rental agency, if any, or other local contact Person~~ Owner or Local Agent as required under Section 4(d). Such signage shall be visible from the street and shall be no smaller than 72 square inches nor larger than 90 square inches. Such sign shall include the ~~City Short-Term Rental License number~~ MCA for the Dwelling Unit as described in Section 2(b) of this Ordinance. [Amended by Ord. No. 16-05, 12/7/16]

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c. Parking. All Short-Term Rental properties must provide off-street parking spaces for a minimum of two (2) vehicles. The maximum number of vehicles allowed off-street at each home shall be the number of bedrooms, plus one. Such spaces shall not be blocked and shall be available to people using the Short-Term Rental. Location and design of parking spaces shall comply with all pertinent City Ordinances, standards, and policies. Off-street parking shall be used if physically available. If a sufficient number of off-street parking spaces are not available for the authorized number of vehicles for overnight parking, then on-street parking shall be limited to one (1) vehicle.

Trailers for boats and all-terrain vehicles may be allowed but shall not exceed the allowable parking for each Short-Term Rental property. Renters may be cited and fined under existing State law or this Ordinance in the event they park illegally.

A parking plan map and notice, identifying the number and location of parking spaces, shall be posted in a conspicuous place within each Short-Term Rental. Language shall be included in the notice that parking shall not, under any circumstances, hinder the path of any emergency vehicle and that renters may be cited and fined if this requirement is not satisfied. The maximum number of parking spaces shall be conveyed to each renter before the visit.

No Overnight occupancy or sleeping in a parked vehicle, including recreational vehicles, is not permitted. within the Manzanita city limits. [Amended by Ord. No. 16-05, 12/7/16]

~~d. — Local Contact Person. The owner shall post as required in Section 2(a) and keep on file with the City the name and telephone number of a local contact Person(s) who shall be responsible for responding to questions or concerns regarding the operation of the short term rental. This information must be kept current. Any change in local contact Person must be reported to the City at least 14 days prior to the date the change takes effect. A new Short Term Rental Local Contact Person Registration form must be completed and submitted to the City, and the re-issued City license must be posted as required in Section 2(a) before the property may be again rented. The local contact Person must be available to accept and immediately respond to telephone calls on a 24 hour basis at all times that the short term rental is rented and occupied. At all other times, the local contact Person shall respond within 24 hours. The local contact Person must have a key to the rental unit and be able to respond physically within thirty (30) minutes to address issues at the dwelling unit or must have arranged for another Person to perform the same duties within the same timeframe. The name and phone number of this alternative contact Person must be kept on file with the City and be listed as a secondary local contact Person on the Short Term Rental License Certificate. The requirement for identifying a local contact Person applies to each Person or entity making arrangements for renting a given short term rental.~~

d. Owner and Local Agent Responsibilities. The Owner or Local Agent shall live within a 10-mile radius of the Short-Term Rental and be able to respond in person within 20-minutes. If the Owner lives outside of a 10-mile radius, the Owner shall contract with a Local Agent.

The Owner or Local Agent shall be available to accept and immediately respond to complaints and other issues on a 24-hour basis at all times and be able to access the Short-Term Rental. Once a complaint or issue is reported, the Owner or Local Agent shall immediately make direct contact with the renter or appropriate entity by phone to resolve the reported problem. If the problem cannot be resolved or an immediate resolution is not achieved by phone, the Owner or Local Agent shall make an in-person visit to the Short-Term Rental to rectify the situation within 20-minutes.

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The Owner or Local Agent shall maintain a consistent telephone number and email address by which to be reached 24-hours a day, 7 days a week, year-round.

The Owner or Local Agent shall post the short-term rental license as required in Section 2(a).

The contact information of all Owners and Local Agents shall be kept current with the City of Manzanita at all times. Any change in contact information shall be submitted to the City on a form provided by the City at least 14 days prior to the date changes will take effect. Once processed by the City, the Owner or Local Agent will be issued an updated Short-term Rental License which shall be posted as required in Section 2(a) before the property is occupied again.

The names and contact information for Owners and Local Agents for purposes outlined in this section shall be publishable for use by the public and other entities to address Short-Term Rental complaints and other issues. [Amended by Ord. No. 16-05, 12/7/16]

e. Garbage Storage and Removal. During periods of Rental, the Owner shall provide adequate covered and properly secured garbage containers in conformance with all related guidelines established by the City. Before the original license issuance and the annual license renewal, the Owner shall and provide the City with evidence that the Dwelling Unit receives side yard /or walk-up garbage service from the local franchised garbage hauler. Garbage shall be removed a minimum of one (1) time per week, unless the Short-Term Rental is not being Rented. Information providing directions to community recycling facilities shall also be provided in the Dwelling Unit. The Owner or Local Agent shall notify guests that all garbage must be kept in the secured containers provided for that purpose. [Amended by Ord. No. 16-05, 12/7/16]

f. Emergency Information. The Owner shall provide in the Dwelling Unit information and equipment to assist renters in dealing with natural disasters, power outages and other emergencies. The minimum information and equipment to be provided in the short-term rental shall be as determined by resolution of the City Council.

g. Payment of Transient Lodging Tax. Proper reporting and payment of transient lodging taxes due to the City under Transient Lodging Tax Ordinance 16-03 shall be made by the last day of the month following the preceding calendar quarter (or by the last day of the month following the preceding month if mandated by the Tax Administrator). Late tax reports ~~and/or~~ payments are subject to a minimum fine, plus interest and penalties as set out in Transient Lodging Tax Ordinance 16-03, even if there was zero Rent to report. Failure to submit timely reports and make timely payment of Short-Term Rental taxes due may result in revocation of the Owner's Short-Term Rental License. This provision applies to all Persons responsible for transient lodging tax reporting and payment for a given Short-Term Rental. [Amended by Ord. No. 16-05, 12/7/16]

h. Occupancy Capacity. The maximum allowable overnight occupancy for each Short-Term Rental Dwelling Unit shall be calculated on the basis of two (2) ~~persons~~ people per Sleeping Room plus an additional four (4) ~~persons~~ people. For this purpose, a sleeping room is defined as fully enclosed habitable space with a heat source and an emergency egress or rescue opening meeting the minimum standards of the current Oregon Residential Specialty Code.

The maximum allowable overnight occupancy of a Short-Term Rental shall be determined at the time a

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Short-Term Rental License is issued or renewed and shall be posted in a conspicuous location within the Short-Term Rental. That capacity shall not be increased by construction of any addition to the structure covered by the license or by construction of any other structure located on the property. Exceeding the posted overnight occupancy at any time for sleeping purposes is prohibited.

No sleeping area that fails to satisfy the requirements of a Sleeping Room may be used by any Person, or made available by any Owner, for sleeping, and such noncompliant areas shall be equipped with a door that remains locked at all times when the Dwelling Unit is being used as a Short-Term Rental. Such a non-compliant sleeping area shall not be included in the maximum occupancy calculation for the Short-Term Rental. The Owner or the Owner's agent shall notify every Renter, in writing or electronically, that the non-compliant sleeping area may not be used for sleeping. [Amended by Ord. No. 16-05, 12/7/16]

i. Outdoor Lighting. To minimize light pollution, glare, light trespass and to protect the dark skies:

1. Outdoor light fixtures shall be fully shielded by opaque side and top covers or frosted glass and the bulb pointed in a downward direction so that light does not radiate from the sides or top of the fixture.
2. Bulbs shall be "warm" rather than daylight, and either amber or lower emission LED (less than 3000k).
3. Lights shall be turned off when not in use and shall not be left on for more than 12 hours. As an alternative, porch lights may be fitted with motion detectors.
4. Security (flood) lights shall be on motion detectors and must not shine on adjacent houses.

j. Proof of Liability Insurance. Before the original license issuance and the annual license renewal, the Owner shall provide the City with proof of liability insurance coverage on the Short-Term Rental property. This liability insurance coverage shall remain active and in effect during the entire time that the property is licensed as a Short-Term Rental.

k. Noise. No person shall create, permit, or continue unreasonable noise. The hours of 10:00 pm until 7:00 am the next day is a required quiet time and there shall be no noise exceeding 55 dBA. Noise levels shall be measured from the public rights-of way where the alleged offense is occurring. Despite the requirements under this Section 4(k), (1) properties located within LC and C-1 zones are limited to no more than 70 dBA during the hours of 10 pm to 12am, and (2) sanitation and refuse collection are exempt from the requirements of Section 4(k). All Short-Term Rentals shall also comply with City Noise Ordinance 94-6.

It is a Class C Civil Infraction as provided in Ordinance No. 15-01 to violate any of the standards outlined in this section. [Amended by Ord. No. 16-05, 12/7/16]"

"Section 5. License Renewals and Re-inspections

a. Renewal Fee. All Short-Term Rental Licenses shall be renewed annually for the period of August 1 of the current year to July 31 of the following year provided all requirements in this Ordinance and Transient Lodging Tax Ordinance No.16-03 continue to be met. If the Owner is out of

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compliance with the provisions of this Ordinance or any other City Ordinance, regulation or requirement, the City will not renew the license, and the property shall no longer be used as a Short-Term Rental. A license shall not be renewed if fines related to a violation of any City Ordinance or Transient Lodging Taxes related to the subject property are outstanding.

Failure to pay the required license renewal fee, determined by resolution of the City Council, or to submit any form or document required for renewal by the annual August 1 due date shall result in the assessment of a \$25 late fee as determined by resolution of the City Council. Failure to pay the required license renewal fee or to submit any form or document required for renewal within thirty (30) days ~~of~~ following the annual August 1 due date shall be considered abandonment of the Short-Term Rental License and the license shall ~~be subject to revocation by the City Council~~ expire. [Amended by Ord. No. 16-05, 12/7/16]

b. Periodic Re-inspection. Every Short-Term Rental License shall be subject to re-inspection of the Dwelling Unit by the City Building Official or designee at the City's discretion, but no less than every ~~five (5)~~ three (3) years. The purpose of this inspection will be to determine the conformance of the Dwelling Unit with the State of Oregon Residential Specialty Code regulations which may be directly related to potential safety issues, and with all other standards required by the City. The City reserves the right to modify inspection requirements to ensure compliance with any standards required by the City. The City shall notify the Owner of required re-inspections at least six (6) months prior to the renewal date of the Short-Term Rental License. The Owner shall pay a fee as determined by resolution of the City Council and arrange for a re-inspection by the City Building Official or designee and must correct any identified deficiencies. ~~In any case where a property subject to an inspection is not approved by the City, the City shall allow thirty (30) days for minor repairs or sixty (60) days for major repairs, at the completion of which the Owner or Local Agent must call the City of Manzanita for a follow-up inspection. An additional inspection fee may apply.~~ All follow-up inspections due to failed items on the City-published inspection list will be subject to additional inspection fees. Failure to arrange for the re-inspection and complete correction of all identified deficiencies by the annual August 1 renewal due date for the Short-Term Rental License shall be considered abandonment of the Short-Term Rental License and the license shall ~~be subject to revocation by the City Council~~ expire.

~~Alternatively, an Owner may comply with this requirement of periodic re-inspection by utilizing a building inspector currently certified by the State of Oregon as an Oregon Residential Specialty Code inspector or other provider approved in advance by the City. The City reserves the right to modify such re-inspection requirements and procedures.~~ [Amended by Ord. No. 16-05, 12/7/16]

c. The Owner of a Short-Term Rental shall be required to schedule and pass a ~~new health and safety~~ Short-Term Rental inspection when there has been a fire, flood or other event that has caused substantial damage to the structure or when there has been an addition or substantial modification to the structure holding the Dwelling Unit. [Added by Ord. No. 16-05, 12/7/16]

d. ~~The City may perform random health and safety inspections of a Short-Term Rental Dwelling Unit (1) upon receipt of safety related complaints or (2) to verify that the required emergency information and current Short-Term Rental License listing accurate contact information are posted in Short-Term Rentals as required in this Ordinance.~~

Upon notification that a licensed Short-Term Rental is noncompliant with a City Ordinance, law, regulation, or there is a health and safety concern, a re-inspection shall be conducted by

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the City Building Official or designee. [Added by Ord. No. 16-05, 12/7/16]"

“Section 6. Violations and Penalties.

a. Each day in which a property is used in violation of any part of this Ordinance shall be considered a separate violation. [Added by Ord. No. 16-05, 12/7/16]

b. Revocation of license. In addition to the penalties specified in this Ordinance, the City may determine that an appropriate penalty is the revocation of the Short-Term Rental License. The City Council shall hold a hearing on a proposed revocation of a Short-Term Rental License. At the conclusion of the hearing, based on the evidence presented, the Council may: Take no action on the request for the revocation of the license; attach conditions to the existing license; or revoke the license. Should a license be revoked, the Owner may re-apply for a new license one (1) year after the date of revocation. Revocation of a Short-Term Rental License shall not constitute a waiver of Short-Term Rental fees and taxes due at the time of revocation.

1. Violating any provision in this Ordinance, as well as non-compliance with any term or condition of a Short-Term Rental License, violating Manzanita Ordinance 16-03, or violating any City or State law, may result in revocation of a license, denial of an application to renew a license, and enforcement and penalties as outlined in this Ordinance and in Manzanita Ordinance 15-01. Licenses that are terminated for non-renewal, non-payment, expiration or abandonment shall not be considered a revocation of a license.

2. In the sole discretion of the City Building Official, where a Building Code or Ordinance violation exists at a Short-Term Rental that presents an immediate Serious Fire or Life Safety Risk, the City Building Official may immediately revoke the Short-Term Rental License as an emergency revocation. The City Building Official shall provide written documentation (in layman's terms) of the violation and reason for revocation prior to leaving the inspection site.

3. Upon an emergency revocation, the Short-Term Rental shall not be Rented or used as a Short-Term Rental.

4. At any time following the emergency revocation of a Short-Term Rental License pursuant to this subsection, the City Building Official may reinstate the license upon a re-inspection by the City Building Official verifying that the subject Building Code or Ordinance violation has been corrected.

c. Compliance. Three (3) or more violations of this Ordinance related to the same Short-Term Rental within one (1) year or if there have been three (3) or more violations of other City Ordinances related to the same Short-Term Rental within one (1) year, may result in revocation of the license or the denial of an application to renew a license. Violations include but are not limited to non-compliance with the requirements of this Ordinance. Failure to comply with Transient Lodging Tax Ordinance 16-03 shall (1) result in an immediate violation and (2) provide grounds for immediate revocation of the Owner's Short-Term Rental License.”

SECTION 23. The following is hereby added to and made a part of Ordinance No. 10-03:

“Section 7. Severability. The separate provisions of this Ordinance are hereby declared to be independent from one another; and if any cause, sentence, paragraph, section or part of this Ordinance shall for any reason

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be adjudged invalid by any court of competent jurisdiction, all remaining parts shall remain in full force and effect.”

ORDINANCE NO. 10-03

PASSED FIRST READING by the Council this 7th day of April, 2010.

PASSED SECOND READING by the Council this 5th day of May, 2010.

APPROVED by the Mayor this 5th day of May, 2010.

ORDINANCE NO. 16-05

PASSED FIRST READING by the Council this 9th day of November, 2016.

PASSED SECOND READING by the Council this 7th day of December, 2016.

APPROVED by the Mayor this 7th day of December, 2016.

ORDINANCE NO. 21-06

PASSED FIRST READING by the Council this 4th day of August, 2021.

PASSED SECOND READING by the Council this 8th day of September, 2021.

APPROVED by the Mayor this 8th day of September, 2021.

Michael Scott, Mayor

ATTEST:

Leila Aman City Manager/Recorder

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ORDINANCE NO. 21-06

AN ORDINANCE REPEALING AND REPLACING ORDINANCE 21-05 AND AMENDING SECTIONS 1 THROUGH 6 OF AND ADDING SECTION 7 TO ORDINANCE NO. 10- 03 RELATING TO RULES AND REGULATIONS FOR SHORT TERM RENTALS

WHEREAS, Ordinance No. 10-03 established rules and regulations relating to short term rentals within the City to ensure the safety and convenience of renters, owners and neighboring property owners; and,

WHEREAS, the City Council determines that it is the public interest to establish additional standards and to clarify the existing rules and regulations to make them more understandable and enforceable; now, therefore,

THE CITY OF MANZANITA DOES ORDAIN AS FOLLOWS:

SECTION 1: Ordinance 21-05 is hereby repealed and replaced with Ordinance 21-06.

SECTION 1-2. Sections 1 through 6 inclusive of Ordinance No. 10-03 are hereby amended to read as follows:

“Section 1. Definitions.

a) For the purpose of this Ordinance, words used in the present tense include the future, the singular number includes the plural, the word "shall" is mandatory, and the term "this Ordinance" shall be deemed to include all amendments hereafter made to this Ordinance. [Added by Ord. No. 16-05, 12/7/16]

b) The following words and phrases, as used herein, shall have the following meanings:

Dwelling Unit. Means the definition provided in Section 1.030 of Manzanita Zoning Ordinance 95-4, as amended.

~~Means one or more rooms occupied, designed or intended for occupancy as separate living quarters, and containing four (4) or more of the following:~~

- ~~*—refrigeration~~
- ~~*—cooking facility (including cooking stove, hot plate, range hood, microwave, or similar appliance) or wiring or venting to support same~~
- ~~*—dishwashing machine~~
- ~~*—sink intended for meal preparation (not including a wet bar)~~
- ~~*—garbage disposal~~
- ~~*—toilet~~
- ~~*—shower or bathtub~~

Local Contact Person Agent. ~~The owner, a rental agency, security agency, or other agent of the owner authorized to act for the owner. Any Person who has been contracted by the Owner and has full authority to act on the Owner's behalf for purposes outlined in Ordinance 10-3 Section 4.~~ [Amended by Ord. No. 16-05, 12/7/16].

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Owner. ~~The Any Person who owns, alone or jointly, has title to or an ownership interest in the any Dwelling Unit used as or proposed to be used as a Short-Term Rental.~~

Person. Every natural Person, firm, partnership, association, social or fraternal organization, corporation, trust, estate, receiver, syndicate, branch of government, or any group or combination acting as a unit.

Rent. The full consideration charged, whether or not received by the operator, for the occupancy of the Short-Term Rental valued in money or in goods, labor, credits, property, or other consideration valued in money, without any deduction. Except as otherwise provided in this Ordinance, Rent includes all fees, charges and assessments (including but not limited to processing fees, cleaning fees or fees for maid service and pet fees) charged, assessed or allocated by the operator for the occupancy of the Short-Term Rental, the payment for which is not optional and not refundable. Rent does not include:

1. Any taxes, fees, or assessments levied by any other governmental entity.
2. The sale of any goods or services which are separate and independent from occupancy. [Added by Ord. No. 16-05, 12/7/16]

Serious Fire or Life Safety Risk. A building code or Ordinance violation involving those construction, protection and occupancy features necessary to minimize danger to life from fire, including smoke, fumes or panic, as well as other considerations that are essential to life safety.

Short-Term Rental. A Dwelling Unit that is Rented to any Person on a day-to-day basis or for a period of less than thirty (30) consecutive nights. [Amended by Ord. No. 16-05, 12/7/16]

Short-Term Rental License. A permit to operate a Short-Term Rental in accordance with this and all City Ordinances. The licensing year is August 1st to July 31st of the following year and the fee of which is not subject to proration. [Added by Ord. No. 16-05, 12/7/16]

Sleeping Room. A fully-enclosed habitable space with a heat source and an emergency egress or rescue opening meeting the minimum standards of the current Oregon Residential Specialty Code.ed"

"Section 2. License required. A property Owner shall obtain and maintain a license as provided in this Ordinance for any qualified Dwelling Unit that is to be used as a Short-Term Rental. A license shall be obtained prior to using a Dwelling Unit as a Short-Term Rental or advertising in any manner the availability of the Dwelling Unit for Short-Term Rental. A Short-Term Rental License shall be surrendered immediately to the City upon sale of the property or cessation of use as a Short-Term Rental at the address named on the license. [Amended by Ord. No. 16-05, 12/7/16]

It is a Class C Civil Infraction as provided in Ordinance No. 15-01 to not immediately surrender a Short-Term Rental License to the City upon sale of the property or cessation of use as a Short-Term Rental at the address named on the license.

a. Short-Term Rental License. The Short-Term Rental License shall state the address of the Short-Term Rental, the name and phone number of the Owner or Local Agent ~~local contact Person(s)~~, the maximum allowable number of overnight occupants, the license number, the expiration date of the license,

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and any other information required by the City of Manzanita. The license shall be prominently displayed in the Rental so as to be seen and readily noticed by any and all occupants. Such license also will serve as the Manzanita Certificate of Authority (MCA) number required by the Manzanita Transient Lodging Tax Ordinance No. 16-03.

It is a Class A Civil Infraction as provided in Ordinance No. 15-01 to Rent or make a Dwelling Unit available for Rent as a Short-Term Rental without obtaining the license required by this section or to Rent the property on a short-term basis without the current license posted conspicuously in the Rental property as required above. [Added by Ord. No. 16-05, 12/7/16]

b. Advertising. All advertising soliciting business for a Short-Term Rental shall include the license number issued by the City of Manzanita to the Rental Owner. All advertisements appearing through any medium including any print, electronic, or audio media, including, but not limited to, advertisements appearing in newspapers, magazines, newsletters, flyers, internet sites, bulletin boards, or any other advertising medium, regardless of origin, distribution method, or distribution location of such medium soliciting reservations or Rental availability shall include the Short-Term Rental License number. Such identification shall appear as "MCA #" (Manzanita Certificate of Authority) followed by the City-issued license number in a readable size and font, and be placed in such location that it is readily noticed as a part of the advertisement.

It is a Class C Civil Infraction as provided in Ordinance No. 15-01 to place advertising soliciting business by any means for the Short-Term Rental property without having the Short-Term Rental License number included. [Added by Ord. No. 16-05, 12/7/16]"

"Section 3. Short-Term Rental License Requirements.

a. Eligibility to apply for license. A property Owner who holds title or a recorded land sale contract to a property with a Dwelling Unit which has passed a final building inspection may apply for a Short-Term Rental License. Applications will be processed in the order received by the City. A license application shall not be accepted nor processed until fines related to any violation of any City Ordinance related to the subject property are paid in full. [Amended by Ord. No. 16-05, 12/7/16]

b. Application. An application packet for a Short-Term Rental License shall be completed and submitted to the City by the Owner of the Dwelling Unit on forms provided by the City. The application shall identify and be signed by all Persons shown as Owners or having any beneficial ownership in any form of ownership of the Dwelling Unit on the most recent Tillamook County Assessor's tax records or recorded title. If the Dwelling Unit is owned by a corporation or other entity, legal documentation, acceptable to the City, detailing the names of all Persons with any ownership interest in the entity shall be submitted with the application. Any additional cost incurred by the City in obtaining verification of such information shall be added to the cost of the license. At the time of application, an application fee as determined by resolution of the City Council shall be paid to the City. The fee shall include the cost of staff time to process the application and the initial ~~health and safety~~ Short-Term Rental inspection ~~and one follow-up inspection.~~ Incomplete application packets shall not be accepted nor processed. After one resubmittal, all additional resubmittals for the same property shall require payment of additional application fees. Additional inspections, including pre-purchase inspections, are available for ~~an additional~~ a separate fee. A Short-Term Rental applicant must have the initial Short-Term Rental inspection completed and all deficiencies corrected

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within ~~six~~ three months of the application submittal date. Failure to complete the Short-Term Rental inspection process within ~~six~~ three months of the application submittal date shall result in the expiration of the application. [Amended by Ord. No. 16-05, 12/7/16]

c. Limitations on application. Effective June 4, 2010, a Person holding a Short-Term Rental License or an interest in a property for which a Short-Term Rental License has been issued shall not be eligible to apply for or hold, as a member of a group or any other form of beneficial Ownership, a Short-Term Rental License covering any other property within Manzanita. A Short-Term Rental License may be issued only for a single Dwelling Unit on a single property or for a single Dwelling Unit within a duplex on a single property.

The Short-Term Rental License is issued to the Owner and does not transfer with the sale or conveyance of the property. All Short-Term Rental License holders must report to the City any change of Ownership of their Short-Term Rental, in whatever form, before the conveyance deed is recorded. If the Owner is an entity, then any transfer of fifty percent or more of all ownership interest in the Owner will also constitute a change of Ownership of the Short-Term Rental. The transfer of the property from (1) a natural Person(s) to a Trust serving the same natural Person(s) or to a family member pursuant to a Trust or (2) the transfer of Ownership pursuant to a will or bequest upon the death of the Owner is not deemed not to be a transfer of Ownership for purposes of this Ordinance. [Amended by Ord. No. 16-05, 12/7/16]

d. Initial inspection. At the time of initial application, the dwelling unit shall be inspected by the City Building Official or designee. The purpose of this Short-Term Rental inspection will be to determine the conformance of the Dwelling Unit ~~with the State of Oregon Residential Specialty Code regulations related to potential safety issues, and with all other standards required by the City.~~ with this ordinance and all other standards required by the City. Applicants must correct any identified deficiencies ~~and a final safety inspection must be passed before a short term rental license is issued.~~ and make corrections consistent with the provisions of the current edition of the Oregon Residential Specialty Code and required City standards prior to issuance of a short-term rental license.

In any case where a property subject to an initial inspection is not approved by the City, the City shall allow thirty (30) days from the date of the initial Short-Term Rental inspection for minor repairs or sixty (60) days from the date of the initial Short-Term Rental inspection for major repairs, at the completion of which the Owner or Local Agent must contact the City of Manzanita for a re-inspection. An additional inspection fee may apply. All re-inspections due to failed items on the City-published inspection list will be subject to additional inspection fees. If the repairs identified in the ~~original~~ initial Short-Term Rental inspection are not rectified at the time of re-inspection, the license application shall be invalidated, and the applicant must re-apply and pay the associated application fee. The City reserves the right to modify inspection requirements to ensure compliance with any standards required by the City. [Amended by Ord. No. 16-05, 12/7/16]

e. License issuance. Except as provided in Section 3(f) below, the Owner shall be issued a license for a Short-Term Rental upon completion of all required forms, inspection approval of the Dwelling Unit by the Building Official or designee, and payment of the annual license fee as determined by resolution of the City Council.

f. Waiting list in certain areas. If the Dwelling Unit is located within the area subject to the cap

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placed on the number of Short-Term Rentals by Section 6.030(3)(a) of Ordinance 95-4 and no licenses are available, the Owner who is otherwise eligible to receive a license will be placed on a waiting list. The City shall notify the applicant, in writing via regular or electronic mail, of the status of the pending license. If at any time the applicant chooses to withdraw their application from consideration, the applicant must do so in writing.

As a license within the capped area becomes available, it will be offered to the Owner whose approved application has been on the list for the longest time. Within one week of notification, the license fee and all forms and documentation required must be submitted to the City. Failure to submit the license fee and required forms and documentation to the City will result in the license being offered to the next applicant on the waiting list. [Amended by Ord. No. 16-05, 12/7/16]

g. Hardship license. The City Council at its discretion may approve a special hardship license where it is determined that a medical condition, death of a spouse or other extraordinary financial burden is likely to jeopardize the Owner's ability to maintain Ownership of the designated property. The Council may attach a time limit with a hardship license, and this license shall be revoked upon the sale or conveyance of the property.

h. Utilization of License Required. Holders of Short-Term Rental Licenses issued after June 4, 2010, including those issued to Owners on the waiting list described in Section 3(f) above as of June 4, 2010, who report no Rental income for a period of nine (9) months from the initial license issuance date shall be considered as having abandoned the license, and the license shall be automatically revoked. This requirement shall apply to subsequent nine (9) month periods. [Amended by Ord. No. 16-05, 12/7/16]

i. License Limitation on Listed Property. A property Owner who holds title or a recorded land sale contract to a property which is a currently licensed Short-Term Rental who lists said property for sale, shall limit the extent of future reservations/bookings to no more than forty-five (45) days from the date the reservation was made. Any and all outstanding reservations/bookings, beyond and including the date of the recording of the deed of sale of that property, shall be cancelled. [Added by Ord. No. 16-05, 12/7/16]"

"Section 4. Standards. ~~A Short-Term Rental shall be operated to meet the following standards. All~~ Short-Term Rentals shall comply with the following standards. Any Owner, Local Agent or Renter who violates any standards, or allows any standards to be violated, is subject to citation and fines in addition to and not in lieu of any other enforcement and penalties contained in this Ordinance or other City Ordinance or State law:

a. House Number. A house number visible from the street must be provided and maintained.

b. Identification Sign. In addition to the signs permitted by Section 4.070 of Ordinance 95-4 the Owner or Local Agent ~~Rental agency may~~ shall provide and maintain a sign attached to the outside of the Dwelling Unit which identifies the Dwelling Unit as a Short-Term Rental and lists a telephone number for the applicable Rental agency, if any, or other local contact Person ~~Owner or Local Agent~~ as required under Section 4(d). Such signage shall be visible from the street and shall be no smaller than 72 square inches nor larger than 90 square inches. Such sign shall include the City Short-Term Rental License number MCA for the Dwelling Unit as described in Section 2(b) of this Ordinance. [Amended by Ord. No. 16-05, 12/7/16]

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c. Parking. All Short-Term Rental properties must provide off-street parking spaces for a minimum of two (2) vehicles. The maximum number of vehicles allowed off-street at each home shall be the number of bedrooms, plus one. Such spaces shall not be blocked and shall be available to people using the Short-Term Rental. Location and design of parking spaces shall comply with all pertinent City Ordinances, standards, and policies. Off-street parking shall be used if physically available. If a sufficient number of off-street parking spaces are not available for the authorized number of vehicles for overnight parking, then on-street parking shall be limited to one (1) vehicle.

Trailers for boats and all-terrain vehicles may be allowed but shall not exceed the allowable parking for each Short-Term Rental property. Renters may be cited and fined under existing State law or this Ordinance in the event they park illegally.

A parking plan map and notice, identifying the number and location of parking spaces, shall be posted in a conspicuous place within each Short-Term Rental. Language shall be included in the notice that parking shall not, under any circumstances, hinder the path of any emergency vehicle and that renters may be cited and fined if this requirement is not satisfied. The maximum number of parking spaces shall be conveyed to each renter before the visit.

No Overnight occupancy or sleeping in a parked vehicle, including recreational vehicles, is not permitted. within the Manzanita city limits. [Amended by Ord. No. 16-05, 12/7/16]

~~d. — Local Contact Person. The owner shall post as required in Section 2(a) and keep on file with the City the name and telephone number of a local contact Person(s) who shall be responsible for responding to questions or concerns regarding the operation of the short term rental. This information must be kept current. Any change in local contact Person must be reported to the City at least 14 days prior to the date the change takes effect. A new Short Term Rental Local Contact Person Registration form must be completed and submitted to the City, and the re-issued City license must be posted as required in Section 2(a) before the property may be again rented. The local contact Person must be available to accept and immediately respond to telephone calls on a 24 hour basis at all times that the short term rental is rented and occupied. At all other times, the local contact Person shall respond within 24 hours. The local contact Person must have a key to the rental unit and be able to respond physically within thirty (30) minutes to address issues at the dwelling unit or must have arranged for another Person to perform the same duties within the same timeframe. The name and phone number of this alternative contact Person must be kept on file with the City and be listed as a secondary local contact Person on the Short Term Rental License Certificate. The requirement for identifying a local contact Person applies to each Person or entity making arrangements for renting a given short term rental.~~

d. Owner and Local Agent Responsibilities. The Owner or Local Agent shall live within a 10-mile radius of the Short-Term Rental and be able to respond in person within 20-minutes. If the Owner lives outside of a 10-mile radius, the Owner shall contract with a Local Agent.

The Owner or Local Agent shall be available to accept and immediately respond to complaints and other issues on a 24-hour basis at all times and be able to access the Short-Term Rental. Once a complaint or issue is reported, the Owner or Local Agent shall immediately make direct contact with the renter or appropriate entity by phone to resolve the reported problem. If the problem cannot be resolved or an immediate resolution is not achieved by phone, the Owner or Local Agent shall make an in-person visit to the Short-Term Rental to rectify the situation within 20-minutes.

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The Owner or Local Agent shall maintain a consistent telephone number and email address by which to be reached 24-hours a day, 7 days a week, year-round.

The Owner or Local Agent shall post the short-term rental license as required in Section 2(a).

The contact information of all Owners and Local Agents shall be kept current with the City of Manzanita at all times. Any change in contact information shall be submitted to the City on a form provided by the City at least 14 days prior to the date changes will take effect. Once processed by the City, the Owner or Local Agent will be issued an updated Short-term Rental License which shall be posted as required in Section 2(a) before the property is occupied again.

The names and contact information for Owners and Local Agents for purposes outlined in this section shall be publishable for use by the public and other entities to address Short-Term Rental complaints and other issues. [Amended by Ord. No. 16-05, 12/7/16]

e. Garbage Storage and Removal. During periods of Rental, the Owner shall provide adequate covered and properly secured garbage containers in conformance with all related guidelines established by the City. Before the original license issuance and the annual license renewal, the Owner shall and provide the City with evidence that the Dwelling Unit receives side yard /or walk-up garbage service from the local franchised garbage hauler. Garbage shall be removed a minimum of one (1) time per week, unless the Short-Term Rental is not being Rented. Information providing directions to community recycling facilities shall also be provided in the Dwelling Unit. The Owner or Local Agent shall notify guests that all garbage must be kept in the secured containers provided for that purpose. [Amended by Ord. No. 16-05, 12/7/16]

f. Emergency Information. The Owner shall provide in the Dwelling Unit information and equipment to assist renters in dealing with natural disasters, power outages and other emergencies. The minimum information and equipment to be provided in the short-term rental shall be as determined by resolution of the City Council.

g. Payment of Transient Lodging Tax. Proper reporting and payment of transient lodging taxes due to the City under Transient Lodging Tax Ordinance 16-03 shall be made by the last day of the month following the preceding calendar quarter (or by the last day of the month following the preceding month if mandated by the Tax Administrator). Late tax reports ~~and/or~~ payments are subject to a minimum fine, plus interest and penalties as set out in Transient Lodging Tax Ordinance 16-03, even if there was zero Rent to report. Failure to submit timely reports and make timely payment of Short-Term Rental taxes due may result in revocation of the Owner's Short-Term Rental License. This provision applies to all Persons responsible for transient lodging tax reporting and payment for a given Short-Term Rental. [Amended by Ord. No. 16-05, 12/7/16]

h. Occupancy Capacity. The maximum allowable overnight occupancy for each Short-Term Rental Dwelling Unit shall be calculated on the basis of two (2) ~~persons~~ people per Sleeping Room plus an additional four (4) ~~persons~~ people. For this purpose, a sleeping room is defined as fully enclosed habitable space with a heat source and an emergency egress or rescue opening meeting the minimum standards of the current Oregon Residential Specialty Code.

The maximum allowable overnight occupancy of a Short-Term Rental shall be determined at the time a

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Short-Term Rental License is issued or renewed and shall be posted in a conspicuous location within the Short-Term Rental. That capacity shall not be increased by construction of any addition to the structure covered by the license or by construction of any other structure located on the property. Exceeding the posted overnight occupancy at any time for sleeping purposes is prohibited.

No sleeping area that fails to satisfy the requirements of a Sleeping Room may be used by any Person, or made available by any Owner, for sleeping, and such noncompliant areas shall be equipped with a door that remains locked at all times when the Dwelling Unit is being used as a Short-Term Rental. Such a non-compliant sleeping area shall not be included in the maximum occupancy calculation for the Short-Term Rental. The Owner or the Owner's agent shall notify every Renter, in writing or electronically, that the non-compliant sleeping area may not be used for sleeping. [Amended by Ord. No. 16-05, 12/7/16]

i. Outdoor Lighting. To minimize light pollution, glare, light trespass and to protect the dark skies:

1. Outdoor light fixtures shall be fully shielded by opaque side and top covers or frosted glass and the bulb pointed in a downward direction so that light does not radiate from the sides or top of the fixture.
2. Bulbs shall be "warm" rather than daylight, and either amber or lower emission LED (less than 3000k).
3. Lights shall be turned off when not in use and shall not be left on for more than 12 hours. As an alternative, porch lights may be fitted with motion detectors.
4. Security (flood) lights shall be on motion detectors and must not shine on adjacent houses.

j. Proof of Liability Insurance. Before the original license issuance and the annual license renewal, the Owner shall provide the City with proof of liability insurance coverage on the Short-Term Rental property. This liability insurance coverage shall remain active and in effect during the entire time that the property is licensed as a Short-Term Rental.

k. Noise. No person shall create, permit, or continue unreasonable noise. The hours of 10:00 pm until 7:00 am the next day is a required quiet time and there shall be no noise exceeding 55 dBA. Noise levels shall be measured from the public rights-of way where the alleged offense is occurring. Despite the requirements under this Section 4(k), (1) properties located within LC and C-1 zones are limited to no more than 70 dBA during the hours of 10 pm to 12am, and (2) sanitation and refuse collection are exempt from the requirements of Section 4(k). All Short-Term Rentals shall also comply with City Noise Ordinance 94-6.

It is a Class C Civil Infraction as provided in Ordinance No. 15-01 to violate any of the standards outlined in this section. [Amended by Ord. No. 16-05, 12/7/16]"

"Section 5. License Renewals and Re-inspections

a. Renewal Fee. All Short-Term Rental Licenses shall be renewed annually for the period of August 1 of the current year to July 31 of the following year provided all requirements in this Ordinance and Transient Lodging Tax Ordinance No.16-03 continue to be met. If the Owner is out of

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compliance with the provisions of this Ordinance or any other City Ordinance, regulation or requirement, the City will not renew the license, and the property shall no longer be used as a Short-Term Rental. A license shall not be renewed if fines related to a violation of any City Ordinance or Transient Lodging Taxes related to the subject property are outstanding.

Failure to pay the required license renewal fee, determined by resolution of the City Council, or to submit any form or document required for renewal by the annual August 1 due date shall result in the assessment of a \$25 late fee as determined by resolution of the City Council. Failure to pay the required license renewal fee or to submit any form or document required for renewal within thirty (30) days ~~of~~ following the annual August 1 due date shall be considered abandonment of the Short-Term Rental License and the license shall ~~be subject to revocation by the City Council~~ expire. [Amended by Ord. No. 16-05, 12/7/16]

b. Periodic Re-inspection. Every Short-Term Rental License shall be subject to re-inspection of the Dwelling Unit by the City Building Official or designee at the City's discretion, but no less than every ~~five (5)~~ three (3) years. The purpose of this inspection will be to determine the conformance of the Dwelling Unit with the State of Oregon Residential Specialty Code regulations which may be directly related to potential safety issues, and with all other standards required by the City. The City reserves the right to modify inspection requirements to ensure compliance with any standards required by the City. The City shall notify the Owner of required re-inspections at least six (6) months prior to the renewal date of the Short-Term Rental License. The Owner shall pay a fee as determined by resolution of the City Council and arrange for a re-inspection by the City Building Official or designee and must correct any identified deficiencies. In any case where a property subject to an inspection is not approved by the City, the City shall allow thirty (30) days for minor repairs or sixty (60) days for major repairs, at the completion of which the Owner or Local Agent must call the City of Manzanita for a follow-up inspection. An additional inspection fee may apply. All follow-up inspections due to failed items on the City-published inspection list will be subject to additional inspection fees. Failure to arrange for the re-inspection and complete correction of all identified deficiencies by the annual August 1 renewal due date for the Short-Term Rental License shall be considered abandonment of the Short-Term Rental License and the license shall ~~be subject to revocation by the City Council~~ expire.

~~Alternatively, an Owner may comply with this requirement of periodic re-inspection by utilizing a building inspector currently certified by the State of Oregon as an Oregon Residential Specialty Code inspector or other provider approved in advance by the City. The City reserves the right to modify such re-inspection requirements and procedures.~~ [Amended by Ord. No. 16-05, 12/7/16]

c. The Owner of a Short-Term Rental shall be required to schedule and pass a ~~new health and safety~~ Short-Term Rental inspection when there has been a fire, flood or other event that has caused substantial damage to the structure or when there has been an addition or substantial modification to the structure holding the Dwelling Unit. [Added by Ord. No. 16-05, 12/7/16]

d. ~~The City may perform random health and safety inspections of a Short-Term Rental Dwelling Unit (1) upon receipt of safety related complaints or (2) to verify that the required emergency information and current Short-Term Rental License listing accurate contact information are posted in Short-Term Rentals as required in this Ordinance~~

Upon notification that a licensed Short-Term Rental is noncompliant with a City Ordinance, law, regulation, or there is a health and safety concern, a re-inspection shall be conducted by

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the City Building Official or designee. [Added by Ord. No. 16-05, 12/7/16]"

“Section 6. Violations and Penalties.

a. Each day in which a property is used in violation of any part of this Ordinance shall be considered a separate violation. [Added by Ord. No. 16-05, 12/7/16]

b. Revocation of license. In addition to the penalties specified in this Ordinance, the City may determine that an appropriate penalty is the revocation of the Short-Term Rental License. The City Council shall hold a hearing on a proposed revocation of a Short-Term Rental License. At the conclusion of the hearing, based on the evidence presented, the Council may: Take no action on the request for the revocation of the license; attach conditions to the existing license; or revoke the license. Should a license be revoked, the Owner may re-apply for a new license one (1) year after the date of revocation. Revocation of a Short-Term Rental License shall not constitute a waiver of Short-Term Rental fees and taxes due at the time of revocation.

1. Violating any provision in this Ordinance, as well as non-compliance with any term or condition of a Short-Term Rental License, violating Manzanita Ordinance 16-03, or violating any City or State law, may result in revocation of a license, denial of an application to renew a license, and enforcement and penalties as outlined in this Ordinance and in Manzanita Ordinance 15-01. Licenses that are terminated for non-renewal, non-payment, expiration or abandonment shall not be considered a revocation of a license.

2. In the sole discretion of the City Building Official, where a Building Code or Ordinance violation exists at a Short-Term Rental that presents an immediate Serious Fire or Life Safety Risk, the City Building Official may immediately revoke the Short-Term Rental License as an emergency revocation. The City Building Official shall provide written documentation (in layman's terms) of the violation and reason for revocation prior to leaving the inspection site.

3. Upon an emergency revocation, the Short-Term Rental shall not be Rented or used as a Short-Term Rental.

4. At any time following the emergency revocation of a Short-Term Rental License pursuant to this subsection, the City Building Official may reinstate the license upon a re-inspection by the City Building Official verifying that the subject Building Code or Ordinance violation has been corrected.

c. Compliance. Three (3) or more violations of this Ordinance related to the same Short-Term Rental within one (1) year or if there have been three (3) or more violations of other City Ordinances related to the same Short-Term Rental within one (1) year, may result in revocation of the license or the denial of an application to renew a license. Violations include but are not limited to non-compliance with the requirements of this Ordinance. Failure to comply with Transient Lodging Tax Ordinance 16-03 shall (1) result in an immediate violation and (2) provide grounds for immediate revocation of the Owner's Short-Term Rental License.”

SECTION 23. The following is hereby added to and made a part of Ordinance No. 10-03:

“Section 7. Severability. The separate provisions of this Ordinance are hereby declared to be independent from one another; and if any cause, sentence, paragraph, section or part of this Ordinance shall for any reason

Language proposed as deleted is shown as ~~crossed-out~~.

Language proposed as added is shown as underlined.

Language added or changed since April council meeting is shown in yellow highlight.

Language added or changed since posting on July 28, 2021 shown in blue highlight

be adjudged invalid by any court of competent jurisdiction, all remaining parts shall remain in full force and effect.”

ORDINANCE NO. 10-03

PASSED FIRST READING by the Council this 7th day of April, 2010.

PASSED SECOND READING by the Council this 5th day of May, 2010.

APPROVED by the Mayor this 5th day of May, 2010.

ORDINANCE NO. 16-05

PASSED FIRST READING by the Council this 9th day of November, 2016.

PASSED SECOND READING by the Council this 7th day of December, 2016.

APPROVED by the Mayor this 7th day of December, 2016.

ORDINANCE NO. 21-06

PASSED FIRST READING by the Council this 4th day of August, 2021.

PASSED SECOND READING by the Council this 8th day of September, 2021.

APPROVED by the Mayor this 8th day of September, 2021.

Michael Scott, Mayor

ATTEST:

Leila Aman City Manager/Recorder

ORDINANCE NO. 21-07

AN ORDINANCE AMENDING SECTION 10 OF ORDINANCE NO. 94-6 RELATING TO UNECESSARY NOISE AND PRESSCRIBING GENERAL OFFENSES

WHEREAS, Ordinance No. 94-6 established rules and regulations relating to general nuisances within the within the City; and,

WHEREAS, the City Council determines that it is the public interest to establish additional standards that limit excessive noise at certain times throughout the City; now, therefore,

THE CITY OF MANZANITA DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 4 of Ordinance No. 94-6 is hereby amended to read as follows:

**AN ORDINANCE PRESCRIBING GENERAL OFFENSES; PROVIDING PENALTIES;
REPEALING ORDINANCE NO. 52; AND DECLARING AN EMERGENCY**

ORDINANCE NO. 94-6

Section 4. Unnecessary Noise. No person shall create, assist in creating, permit, continue, or permit the continuance of unreasonable noise in the city. The following enumerations of violations of this section are not exclusive but are illustrative of some unreasonable noises:

- (1) The keeping of any animal which by frequent or loud continued noise shall disturb the comfort and repose of any person in the vicinity.
- (2) Using an engine, thing or device out of repair, so loaded, or operated in such manner as to create loud and unnecessary grating, grinding, rattling or other noises.
- (3) The sounding of any horn or signal device on any automobile, motorcycle, streetcar, or other vehicle on any street or public place of the city, except as a necessary warning of danger to property or person.
- (4) The use of any mechanical device operated by compressed air, steam, or otherwise, unless the noise created thereby is effectively muffled.
- (5) The erection, including excavation, demolition, alteration, or repair of any building, other than between the hours of 7:00 a.m. and 6:00 p.m., except upon special permit granted by the City Council.
- (6) The use of any gong or siren upon any vehicle other than police, fire, or emergency vehicle.
- (7) The operation of any gasoline engine without having the same equipped with and using thereupon a muffler.
- (8) The use of a "muffler cutout" on any motor vehicle upon any street.
- (9) The use or operation of any automatic or electric piano, phonograph, radio, loudspeaker, or any sound-amplifying device so loudly that it disturbs persons in the

vicinity thereof or in such manner as renders the same a public nuisance; provided, however, that upon application to the City Council, permits may be granted to responsible persons or organizations to broadcast programs of music, news, speeches, or general entertainment. ~~(Sections 5 to 10 reserved for expansion)~~

(10) Any noise occurring outside LC and C-1 zones that exceeds 55 dBA during the hours of 10:00 pm until 7:00 am the next day, subject to the following (a) sanitation and refuse collection are exempt from the requirements if this section and (b) emergency response vehicles and responders including utility work are exempt from this section. Noise levels shall be measured from the public rights-of way near to where the alleged offense is occurring. Measuring devices used to determine noise levels must be either a Type 1 or Type II, as defined by American National Standard Specification for Sound Level Meters (ANSI S1.4-1971).

(11) Any noise occurring on properties located within LC and C-1 zones that exceeds 70dBA during the hours of 10:00pm until 12:00am and any noise exceeding 55 dBA on the same properties from 12:01am until 7:00am, subject to the same exceptions and measurement requirements provided under Section 4(10).

ORDINANCE NO. 21-07

AN ORDINANCE AMENDING SECTION 104 OF ORDINANCE NO. 94-6 RELATING TO UNECESSARY NOISE AND PRESSCRIBING GENERAL OFFENSES

WHEREAS, Ordinance No. 94-6 established rules and regulations relating to general nuisances within the within the City; and,

WHEREAS, the City Council determines that it is the public interest to establish additional standards that limit excessive noise at certain times throughout the City; now, therefore,

THE CITY OF MANZANITA DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 10 of Ordinance No. 94-6 are hereby amended to read as follows:

**AN ORDINANCE PRESCRIBING GENERAL OFFENSES; PROVIDING PENALTIES;
REPEALING ORDINANCE NO. 52; AND DECLARING AN EMERGENCY**

ORDINANCE NO. 94-6

Section 4. Unnecessary Noise. No person shall create, assist in creating, permit, continue, or permit the continuance of unreasonable noise in the city. The following enumerations of violations of this section are not exclusive but are illustrative of some unreasonable noises:

- (1) The keeping of any animal which by frequent or loud continued noise shall disturb the comfort and repose of any person in the vicinity.
- (2) Using an engine, thing or device out of repair, so loaded, or operated in such manner as to create loud and unnecessary grating, grinding, rattling or other noises.
- (3) The sounding of any horn or signal device on any automobile, motorcycle, streetcar, or other vehicle on any street or public place of the city, except as a necessary warning of danger to property or person.
- (4) The use of any mechanical device operated by compressed air, steam, or otherwise, unless the noise created thereby is effectively muffled.
- (5) The erection, including excavation, demolition, alteration, or repair of any building, other than between the hours of 7:00 a.m. and 6:00 p.m., except upon special permit granted by the City Council.
- (6) The use of any gong or siren upon any vehicle other than police, fire, or emergency vehicle.
- (7) The operation of any gasoline engine without having the same equipped with and using thereupon a muffler.
- (8) The use of a "muffler cutout" on any motor vehicle upon any street.
- (9) The use or operation of any automatic or electric piano, phonograph, radio, loudspeaker, or any sound-amplifying device so loudly that it disturbs persons in the

vicinity thereof or in such manner as renders the same a public nuisance; provided, however, that upon application to the City Council, permits may be granted to responsible persons or organizations to broadcast programs of music, news, speeches, or general entertainment. ~~(Sections 5 to 10 reserved for expansion)~~

(10) The hours of 10:00 pm until 7:00 am the next day is a required quiet time and there shall be no noise exceeding 55 dBA during those hours outside LC and C-1 zones. Properties located within C and C-1 zones are limited to no more than 70 dBA until 12:00am and then 55 dBA until 7:00am.

- a. Sanitation and refuse collection are exempt from the requirements if this section.
- b. Emergency response vehicles and responders including utility work are exempt from this section.
- c. Noise levels shall be measured from the public rights-of way near to where the alleged offense is occurring.
- d. Sound measuring device must be either a Type 1 or Type II, as defined by American National Standard Specification for Sound Level Meters (ANSI S1.4-1971)

RESOLUTION NO. 21-13

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANZANITA
AMENDING CITY OF MANZANITA RULES OF PROCEDURE FOR COUNCIL
MEETINGS TO CHANGE THE REGULAR CITY COUNCIL MEETING START TIME
FROM 7:00 P.M. TO 6:00 P.M.**

WHEREAS, Chapter 3 Section 1(a) of the City of Manzanita Rules of Procedure for Council Meetings states that Regular City Council Meetings shall begin at 7:00 p.m.; and

WHEREAS, this meeting time was originally set to allow second homeowners adequate time to attend meetings in person if they chose to; and

WHEREAS, as a result of the Covid 19 Pandemic all City Council meetings have been moved to a virtual platform where anyone can join from anywhere in the world; and

WHEREAS, House Bill 2560 passed by the Oregon Legislature during the 2021 session requires a remote participation option through the use of technology for all governing bodies provide members of the general public and opportunity to access and attend meetings by telephone, video, or electronic or virtual means; and

WHEREAS, the City Council of the City of Manzanita fully supports an ongoing virtual option for the general public; and

WHEREAS, a 6:00 p.m. meeting time will not adversely affect public participation and has the full support of the City Council.

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

The City of Manzanita Rules of Procedure for Council Meetings Chapter 3 Section 1(a) is hereby amended to read "Meetings shall begin at 6:00 p.m."

PASSED by the City Council and signed by me in authentication of its passage this 8th day of September 2021.

Michael Scott, Mayor

ATTEST:

Leila Aman, City Manager/Recorder

COUNCIL STAFF REPORT

To: Mayor and City Council

Date Written: August 29,
2021

Leila Aman, City Manager

From: Dan Weitzel, Public Works Director

Subject: **Dorcas Lane Engineering and Design Contract**

ACTION REQUESTED

Approve the attached contract with North Coast Civil Design (NCCD) to provide design, overview, and construction administration for the Dorcas Lane Reconstruction Project.

HISTORY OF PRIOR ACTIONS AND DISCUSSIONS

[July 7, 2021](#) City Council reviewed a proposal from NCCD for the Dorcas Lane Reconstruction Project.

ANALYSIS

In November of 2020 the City of Manzanita contracted with OTAK for the predesign phase of the Dorcas Lane Reconstruction Project. OTAK completed 20% design, including schematic drawings, utility locates, and utility conflicts. OTAK also completed an assessment of the Golf Course option as an added service associated with the predesign contract.

Staff received a cost estimate for the second phase of the project from OTAK but the City and OTAK ultimately did not execute that contract. Staff confirmed that all work conducted by OTAK was completed under the predesign contract.

In July of 2021 staff presented a proposal from NCCD for the final design, reconstruction of Dorcas Lane. OTAK had originally submitted a proposal for this work including completing the 100% plans and specifications, conducting construction administration, and conducting periodic site observations through the final construction certificate. The OTAK proposal was in the amount of \$142,000. NCCD proposes to do that same scope of work for \$97,000.

City Council requested staff have the City Attorney review the proposed contract and whether NCCD would expose the city to any potential risk associated with the transfer of the project. The City Attorney has reviewed all the information and has provided a Professional Service Agreement between the City of Manzanita and NCCD. NCCD PE Principal Kyle Ayres has returned a signed copy to the city. The project is set to be completed in August of 2022.

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 in the 2020-2021 budget cycle.

STAFF RECOMMENDATION

Approve the attached contract with North Coast Civil Design (NCCD) to provide design, overview, and construction administration for the Dorcus Lane Reconstruction Project.

ALTERNATIVES

Council can reject the design proposal and issue an RFQ.

ATTACHMENTS

1. NEW: North Coast Civil Design Proposal

PROFESSIONAL SERVICES AGREEMENT

Between
CITY OF MANZANITA
and
NORTH COAST CIVIL DESIGN, LLC

This Professional Services Agreement ("Agreement") is made by and between the City of Manzanita, a municipal corporation of the State of Oregon ("City") and North Coast Civil Design, LLC ("Consultant"), for design and engineering services. The parties agree as follows:

CONSULTANT DATA

Consultant attests that it is an independent contractor solely responsible for the work performed under this Agreement. Consultant, its subconsultants, employees, and agents shall not be deemed employees of City. Consultant shall be responsible for all federal, state, and local taxes and any and all fees applicable to payments for the Services under this Agreement.

Full Business Name: North Coast Civil Design, LLC

Address: 35240 Tohl Avenue

City, State, ZIP: Nehalem, Oregon 97131

Business Telephone: 503.440.1088

E-mail: kyle@nccivil.com

Consultant must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed Agreement. Payment information will be reported to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Consultant.

Consultant certifies under penalty of perjury that Consultant is a:

☐ Sole Proprietor ☐ Corporation ☒ Limited Liability Company
☐ Partnership ☐ Other [describe: _____]

TERMS AND CONDITIONS

1. General Project and Agreement Information.

- a. Project Description: Consultant will provide design and engineering services to the Owner as more fully described in Exhibit C (Scope of Work) to this Agreement (the "Services").
- b. Agreement: The Agreement consists of these Terms and Conditions and the following Exhibits:
 - Exhibit A: Payment Schedule
 - Exhibit B: Insurance Requirements
 - Exhibit C: Scope of Work
- d. Maximum Compensation: The maximum total compensation, including any reimbursable expenses, payable to Consultant under this Agreement is \$97,000.

2. Consultant's Duties.

- a. Consultant Representative. Consultant shall identify a representative authorized to act for Consultant on the Project. City has the right to review and approve any representative proposed by Consultant, which approval shall not be unreasonably withheld. Consultant shall not appoint a representative to whom City has reasonably and timely objected. Consultant shall not substitute representatives without City's review and approval. Consultant acknowledges that this Agreement was awarded in part on the basis of the unique background and abilities of Consultant's team, including key personnel and subconsultants, identified by Consultant. Consultant shall not remove, reassign, or replace key personnel without City's prior written consent.
- b. Subconsultants. Consultant shall identify by firm, name, and title, the primary subconsultants who will perform Services under this Agreement. Consultant shall not engage or assign any person or entity to whom City has made a reasonable and timely objection. City has the right to review and approve any subconsultant substitutions proposed by Consultant. City shall not unreasonably withhold its review and approval of these substitutions. Upon City's request, Consultant shall promptly provide copies of Consultant's agreements with subconsultants.
- c. Conflicts. Consultant represents that Consultant has no existing interest and shall not acquire any interest, direct or indirect, that would reasonably appear to interfere in any manner or degree with the performance of Services under this Agreement and that Consultant shall employ no person having such interest.
- d. Instrument of Service Warranty. Consultant is performing services using drawings, reports and other documents (collectively, "Instruments of Service") created under an agreement between the City and OTAK, Inc., an Oregon corporation. Consultant warrants that all Instruments of Service are accurate and were prepared in accordance with the standard of care described under Section 3(b) of the this Agreement.
- e. Insurance. Before beginning the Services, Consultant shall obtain and maintain for the duration of this Agreement all insurance coverages listed in Exhibit B (Insurance Requirements). Maintenance of insurance coverage is a material element of this Agreement and Consultant's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement, as required or when requested, may be treated as a material breach.

3. Scope of Consultant's Services.

- a. Legal and Policy Compliance. Consultant shall provide the Services in accordance with the terms of this Agreement, federal, state, or local law or ordinance, and applicable City rules, policies, and administrative directives. Consultant shall provide the Services so that the Project will be completed as expeditiously and economically as possible within the total budgeted cost to City and in City's best interests.
- b. Standard of Care. Consultant shall perform the Services with skill, care, and diligence in accordance with the standard of care applicable to such Services performed by recognized firms providing similar services in the same or similar locality, and on projects similar to the Project. Consultant shall be responsible to City for all Services provided whether provided by Consultant or by subconsultants it engages.
 1. All persons or entities providing Services under this Agreement shall be licensed, as may be required by Oregon law.
 2. Consultant shall rely on its professional judgment as to the accuracy and completeness of City-provided services and information. Consultant shall provide prompt written notice to City if Consultant becomes aware of any material deficiencies, errors, omissions, or inconsistencies in City services or information or if in Consultant's opinion the Project cost budget will not be sufficient to complete the improvements as programmed.
- c. Time is of the Essence. Time is of the essence in the performance of this Agreement. Consultant shall not be responsible for delay in performance to the extent those delays are caused by circumstances beyond Consultant's reasonable control or where a delay has been approved in writing by the City.
- d. Additional Services. Consultant shall perform only the Services authorized by this Agreement. Additional Services will be compensated only as authorized in advance and in writing by City. City will not pay for additional Services made necessary by Consultant or any subconsultant mistakes.
- e. Approvals; Permits. Consultant represents that it and its subconsultants have expertise and working knowledge of the applicable approval and permit application requirements of any governmental jurisdiction and shall be responsible to provide the Services in the form and at the time required to obtain such approvals or permits. To the extent required, Consultant shall assist City in preparing and submitting any such applications and will execute such applications on City's behalf. Consultant shall not execute such documents for City.
- f. Independent Contractor. Consultant shall perform all Services as an independent contractor. Although City reserves the right to set the delivery schedule for the Services and to evaluate quality of completed Services, City cannot and will not control the means and manner of Consultant's performance. Consultant is responsible to determine the appropriate means and manner of performing the Services. Consultant, Consultant's employees, and any subconsultants are not "officers, employees, or agents" of the State of Oregon or City (as those terms are used in ORS 30.265) and shall have no authority to bind City for the payment of any cost or expense without City's express written approval.
- g. Other Service Providers. City reserves the right to enter into other agreements for work additional or related to the Project, and Consultant agrees to cooperate fully with these other contractors and with City personnel. When requested by City, Consultant shall coordinate its performance under this

Agreement with such additional or related work. Consultant shall not interfere with the work performance of any other contractor or City employees.

4. City's Duties.

- a. Written Information. Unless otherwise provided for under this Agreement, City shall provide written information in a timely manner on requirements and limitations on the Project. This information shall include City's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems, and site requirements.
- b. City Representative. City shall identify a representative authorized to act on its behalf on all Project matters (the "City Representative"). The City Representative will have the sole authority to make decisions for City under this Agreement.
- c. Other Consultants. City shall coordinate the services of its own consultants with Consultant's Services. Upon Consultant's request, City shall furnish copies of the scope of services in the contracts between City and City's consultants.
- d. Site Access. City shall provide Consultant access to the Project site before Services begin and shall cause City contractors to provide Consultant access to their work wherever it is in preparation or progress.

5. Access to Records. Consultant shall maintain all fiscal records directly relating to this Agreement in accordance with generally accepted accounting principles. In addition, Consultant shall maintain any other records pertinent to this Agreement in such a manner as to clearly document Consultant's performance. Consultant agrees that City and its authorized representatives shall have access to the books, documents, papers, fiscal records, writings, plans, and records of Consultant which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts. Consultant shall retain and keep accessible all such books, documents, papers, fiscal records, writings, plans, and records for a minimum of six years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Agreement, whichever date is later.

6. Ownership of Work Product. City shall be the owner of, and shall be entitled to possession of any and all, work products of Consultant which result from this Agreement, including but not limited to any computations, plans, reports, schedules, drawings, specifications, or pertinent data and information gathered by or computed by Consultant prior to termination of this Agreement by Consultant or upon completion of the Services pursuant to this Agreement.

7. Term and Termination.

- a. Start and End Dates. This Agreement becomes effective on the date of the last authorized signature below. Unless earlier terminated as provided below, this Agreement shall continue through September 1st, 2021.
- b. Unilateral. City may terminate this Agreement in writing at any time for its convenience. If City terminates for convenience, Consultant may invoice City and City shall pay all undisputed invoice(s) for Services performed until City's notice of termination.

- c. Mutual. Either party may terminate this Agreement in the event of a material breach by the other. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party fails to cure the breach within 15 days of the date of the notice, the non-breaching party may terminate this Agreement at any time thereafter by giving a written notice of termination.
- d. Other. Except as indicated in this Section, termination will have no effect upon any of the rights and obligations of the parties arising out of any transaction occurring before the effective date of such termination.

8. Payments.

- a. Exhibit A (Payment Schedule). City shall pay Consultant for Services performed under this Agreement according to the provisions of Exhibit A.
- b. Monthly Invoices. Consultant shall provide City with monthly invoices detailing Services rendered and reimbursable expenses incurred in the preceding month. Invoices shall include itemization of all approved Agreement amendments whether or not they are currently being billed. Consultant expressly waives any right to additional payment for any Services in the absence of City's written authorization or request.
- c. Payment Method. Upon work completion and acceptance, invoice approval, and according to this Agreement's Terms and Conditions, City shall pay Consultant for Services rendered and for reimbursable expenses authorized under this Agreement net 30 days. City shall make no deductions from Consultant's compensation on account of penalty, liquidated damages, or other sums withheld from payments to contractors or on account of the cost of construction changes other than those for which Consultant is liable.
- d. Reimbursables. Upon City's request, Consultant shall provide to City all records of reimbursable expenses, expenses pertaining to a change in Services, and any Services performed on the basis of hourly rates or expense, and shall be available to City or City's authorized representative at mutually convenient times. Consultant shall save these records for at least three years after final payment.
- e. Errors and Omissions; Fee Adjustments. City will not pay for any change order fee increases due to Consultant's errors or omissions. Regardless of the structure of Consultant's fee, the fee may be adjusted downward if, in accordance with this Agreement, City reduces the Services to be provided under this Agreement.
- f. Non-Appropriation; Adequate Funding. City is prohibited from contracting for Services for which it has not received appropriated funds. If payment for Services under this Agreement extends into City's next fiscal year, City's obligation to pay for such work shall be subject to approval of future appropriations to fund this Agreement. Moreover, continuation of this Agreement at specified levels is specifically conditioned on adequate funding under City's budget adopted in June of each year. City reserves the right to adjust the level of Services provided for in this Agreement in accordance with funding levels adopted by City Council.

- 9. **Indemnification**. Consultant shall defend, indemnify and hold harmless City and its consultants, councilors, officers, directors, officials, employees, agents, representatives, and volunteers (the "Indemnitees") for, from, and against any and all loss, liability, damage, demands, claims, costs, and expenses, including

reasonable attorney and expert fees, to the extent caused by the acts or omissions of Consultant or its agents, consultants, employees, or representatives, including without limitation for:

- a. Breach of this Agreement by Consultant;
- b. Death, personal injury (including bodily injury), property damage, or violation of law, regulation, or orders, to the extent caused by the performance of Consultant or those for whom Consultant is responsible;
- c. Violation or infringement of third-party intellectual property rights by Consultant;
- d. Any negligent acts or omissions or willful misconduct by Consultant or persons for whom Consultant is responsible; and
- e. Claims for compensation asserted by the Consultant's employees (including wage-and-hour or benefit claims) or any violation of federal, state, or local wage-and-hour or labor laws and regulations by Consultant or persons for whom Consultant is responsible.

Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section. In claims against any person or entity indemnified under this Section by an employee of Consultant, Consultant itself, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for Consultant under workers' compensation acts, disability benefit acts, or other employee benefit acts. No indemnification provided by Consultant under this Section is required to indemnify the Indemnitees to the extent of liability for death or bodily injury to persons or damage to property caused in whole or in part by their own acts, omissions, or negligence, but Consultant must provide indemnity to the extent of its own negligence or the negligence of its consultants, employees, or representatives to the extent required by law or by this Agreement.

10. Compliance with State of Oregon Public Contracting Code.

- a. Nondiscrimination. As required by ORS 279A.110, Consultant shall not discriminate against a disadvantaged business enterprise, minority-owned, women-owned, or emerging small businesses certified under ORS 200.055 or a business enterprise that is owned or controlled by or employs a service-disabled veteran.
- b. Tax Compliance Warranty. As required by ORS 279B.045, Contractor represents and warrants that Contractor has complied with the applicable tax laws of this state or a political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318. Contractor covenants that it will continue to comply with the tax laws of this state or a political subdivision of this state during the term of this contract. Failure by Contractor to comply with the applicable tax laws of this state or a political subdivision of this state before the execution of this Agreement or during the term of this Agreement is a default for which City may terminate this Agreement and seek damages and other relief available under the terms of this Contract or under applicable law.
- c. Payment of Labor. As required by ORS 279B.220 and 279C.505, Consultant shall:
 - 1. Make payment promptly, as due, to all persons supplying labor or material to Consultant for the performance of the Services provided for in this Agreement;

2. Pay all contributions or amounts due the Industrial Accident Fund from Consultant or sub-consultant incurred in the performance of this Agreement;
 3. Not permit any lien or claim to be filed or prosecuted against City on account of any labor or material furnished; and
 4. Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.
- d. Payment for Medical Care and Workers' Compensation. As required by 279B.230 and 279C.530:
1. Consultant shall promptly, as due, make payment to any person, copartnership, association, or corporation furnishing medical, surgical, and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of Consultant, of all sums that Consultant agrees to pay for the services and all moneys and sums that Consultant collected or deducted from the wages of employees under any law, contract, or agreement for the purpose of providing or paying for the services.
 2. All subject employers working under this Contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
- e. Hours of Labor, Pay Equity, Salary Discussions. As required by ORS 279B.020(5), 279B.235(3), and 279C.540(6), for Consultant's employees subject to Oregon employment laws:
1. Maximum Hours. Employees shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week and for work performed on Saturdays, Sundays, New Year's Day (January 1), Memorial Day (last Monday in May), Independence Day (July 4), Thanksgiving Day (fourth Thursday in November), and Christmas Day (December 25).
 2. Exemption. These requirements do not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.
 3. Notice to Employees. Consultant shall give notice in writing to its employees who perform work under this Contract, either at the time of hire or before commencement of work on this Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.
 4. Consultant shall comply with ORS 652.220 (Prohibition of discriminatory wage rates based on sex; employer not to discriminate against employee who is a complainant). Compliance is a material element of this Agreement. Failure to comply is a breach that entitles City to terminate this Agreement for cause.
 5. Consultant may not prohibit any of Consultant's employees from discussing the employee's rate of wage, salary, benefits or other compensation with another employee or another person, and may not retaliate against an employee who does so.
- f. Limitation on Claims. For Consultant's employees subject to Oregon employment laws and as required by ORS 279C.545, any worker employed by Consultant shall be foreclosed from the right to collect for

any overtime provided in ORS 279C.540 unless a claim for payment is filed with Consultant within 90 days from the completion of this Agreement, providing Consultant has:

1. Caused a circular clearly printed in boldfaced 12-point type and containing a copy of this Section to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place that is readily available and freely visible to workers employed on the work; and
2. Maintained such circular continuously posted from the inception to the completion of this Agreement on which workers are or have been employed.

11. Other Provisions.

- a. Controlling Law; Venue. Any dispute under this Agreement or related to this Agreement will be governed by Oregon law, and any litigation arising out of the Agreement will be conducted in Tillamook County Circuit Court. If the claim must be brought in a federal forum, then it shall be brought and conducted in the United States District Court for the State of Oregon.
- b. Claims. Any claim or dispute arising under this Agreement will be delivered in writing to the other party within a reasonable time after the claim, dispute, or other matters in question have arisen. Consultant and City will meet within ten days of the date of delivery of the claim to attempt to resolve the claim. Consultant and City agree that both parties shall try to resolve the dispute amicably and at a Project level prior to the commencement of litigation or arbitration.
- c. Waiver; Severability. Waiver of any default or breach under this Agreement by City will be effective only in the specific instance and for the specific purpose given. Any such waiver does not constitute a waiver of any subsequent default or a modification of any other provisions of this Agreement. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held invalid.
- d. Amendments. Any amendments, consents to, or waivers of the terms of this Agreement shall be in writing and signed by the authorized representatives of both parties.
- e. Media/Publications. Consultant shall issue no news release, press release, or other statement to members of the news media or any other publication regarding this Agreement or the Project within one year of Project completion without City's prior written authorization. Consultant shall not post or publish any textual or visual representations of the Project without approval of City.
- f. Nondiscrimination. Consultant shall comply with all applicable requirements of federal and state civil rights law and rehabilitation statutes and shall not discriminate based on race, color, gender, age, religion, national origin, U.S. military veteran status, marital status, sexual orientation, disability, source of income, or political affiliation in programs, activities, services, benefits, or employment in connection with this Agreement.
- g. Successors in Interest. This Agreement will bind and inure to the benefit of the parties, their successors, and approved assigns, if any. Except as previously disclosed and approved, Consultant shall not enter into any subconsultant agreements for any of the Services or assign or transfer any of its interest in this Agreement without City's prior written consent.

- h. No Third-Party Beneficiaries. City and Consultant are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides any benefit or right, directly or indirectly, to third persons unless they are individually identified by name in this Agreement and expressly described as intended beneficiaries of this Agreement.
- i. Entire Agreement. When signed by the authorized representatives of both parties, this Agreement (and the attached exhibits) is their final and entire agreement. As their final and entire expression, this Agreement supersedes all prior and contemporaneous oral or written communications between the parties, their agents, and representatives. There are no representations, promises, terms, conditions, or obligations other than those contained herein.
- j. Notices and Communications. Notices and communications between the parties to this Agreement must be sent to the following addresses:

City

Leila Amen
City Manager
P.O.Box 129
Manzanita, OR 97130

Consultant

Kyle Ayers
PE Principal-in-charge
35240 Tohl Ave,
Nehalem, OR 97131

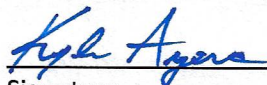
The party giving notice will provide notice in writing, dated and signed by a duly authorized representative of that party. Notice is not effective for any purpose whatsoever unless served in one of the following manners:

1. If notice is given by personal delivery, it is deemed delivered on the day of delivery.
2. If notice is given by overnight delivery service, it is deemed delivered one day after the date deposited, as indicated by the delivery service.
3. If notice is given by United States mail, it is deemed delivered three days after the date deposited, as indicated by the postmarked date.
4. If notice is given by registered or certified mail with postage prepaid, return receipt requested, it is deemed delivered on the day the notice is signed for.

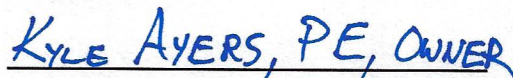
I HAVE READ THIS AGREEMENT, INCLUDING ALL EXHIBITS. I CERTIFY THAT I HAVE THE AUTHORITY TO SIGN AND ENTER INTO THIS AGREEMENT, AND TO BE BOUND BY ITS TERMS ON BEHALF OF THE PARTY I REPRESENT.

CONSULTANT

North Coast Civil Design



Signature



Consultant Printed Name and Title



Date of Signature

CITY

City of Manzanita

Signature

City Official Printed Name & Title

Date of Signature

EXHIBIT A
PAYMENT SCHEDULE

A. COMPENSATION

City will pay the Consultant for the Services a not-to-exceed fee of \$97,000 as shown in greater detail below:

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

B. PAYMENT METHOD

1. Consultant shall submit to City, at the address shown below, all monthly invoices in a form approved by City:

City of Manzanita
Attn: Accounts Payable
PO Box 129
Manzanita, OR 97130

2. Invoices shall be detailed and include the following:
 - a. Itemization of all Services components and the percentages completed;
 - b. Services previously billed and currently invoiced;
 - c. Previously approved contract amendments, whether or not they are being invoiced; and
 - d. Separate itemization of any reimbursables that are billable but not a part of the base compensation under this Agreement.
3. Upon City request, Consultant shall provide to City documentation showing proof that payments were made to its vendors and subconsultant(s).
4. Upon receipt and approval of Consultant's properly submitted invoices, City agrees to make payments within 30 days of receipt.

EXHIBIT B
INSURANCE REQUIREMENTS

A. MINIMUM INSURANCE LIMITS. Consultant shall procure, prior to commencement of the Services of this Agreement, and shall maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Services hereunder by Consultant, its agents, representatives, employees, and subconsultant(s). Consultant's liabilities, including but not limited to Consultant's indemnity obligations under this Agreement, will not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement, and Consultant's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement, as required or when requested, may be treated as a material breach of contract by City. Coverage shall be at least as broad as the following scopes and limits:

1. **Commercial General Liability ("CGL")** insurance covering injury and property damage on an occurrence basis. This coverage shall include contractual liability insurance for the indemnity provided under this contract. The CGL policy shall include the following coverages with limits of no less than the limits shown below:

<u>Coverage</u>	<u>Limit</u>
Combined Single Limit	\$2,000,000
General Aggregate	\$2,000,000

2. **Commercial Automobile Liability** insurance including coverage for all owned, hired, and non-owned vehicles with a combined single limit of no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation Liability** insurance meeting statutory requirements. Consultant shall require and ensure that each of its subconsultants or subcontractors comply with this requirement.
4. **Employers' Liability** insurance with a limit of no less than \$500,000 for each accident.
5. **Professional Liability** insurance with limits of no less than \$2,000,000 per occurrence and \$2,000,000 aggregate and subject to no more than \$10,000 per claim deductible. Consultant shall maintain professional liability coverage through completion of construction of the Project and two years thereafter.

City reserves the right to modify the limits and coverages described herein, with appropriate credits or changes to be negotiated for such changes.

B. DEDUCTIBLES AND SELF-INSURANCE RETENTION. Consultant shall inform City in writing if any deductibles or self-insured retention exceeds \$10,000. At its sole discretion, City may (1) accept the higher deductible, (2) require Consultant to insure such deductibles or self-insured retention as respects City, its consultants, councilors, officers, directors, officials, employees, agents, representatives, and volunteers, or (3) require Consultant to provide a surety bond guaranteeing Consultant's payment of deductible or self-insured losses and related investigations, claim administration, and defense expenses.

C. OTHER INSURANCE PROVISION. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. City and its consultants, councilors, officers, directors, officials, employees, agents, representatives, and volunteers ("Additional Insureds") are to be covered as Additional Insureds with respect to liability arising out of activities performed by or on behalf of Consultant; work product and completed operations of Consultant; premises owned, occupied, or used by Consultant; or automobiles owned, leased, hired, or borrowed by Consultant. The coverage will contain no special limitations on the scope of protection afforded to the Additional Insureds.

2. For any claims related to the Project, Consultant's insurance coverage shall be the primary insurance with respect to the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of Consultant's insurance and not contributory.
3. Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, will not affect coverage provided to the Additional Insureds.
4. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage will not be suspended, voided, or canceled by either party, or reduced in coverage or in limits, except after 30 days' prior written notice by certified mail, return receipt requested, has been given to City.

D. ACCEPTABILITY OF INSURERS. Insurance shall be placed with insurers admitted in Oregon with a current A.M. Best's rating and FSC no lower than A-VII. Consultant shall inform City in writing if any of its insurers have a rating and FSC lower than A-VII. At its sole discretion, City may (1) accept the lower rating or (2) require Consultant to procure insurance from another insurer.

E. VERIFICATION OF COVERAGE. Consultant shall furnish City with:

1. Certificates of insurance showing maintenance of the required insurance coverage; and
2. Original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements shall be received and approved by City before Services commence.

EXHIBIT C

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, NC Civil'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

Consultant 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 is responsible for all application and permit fees.

TASK 2: Bidding

Consultant will prepare bidding Construction Documents for a public solicitation of contractors. We will then accept and review bids on behalf of the City. 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

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

TASK 4: Construction Observation

Consultant'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 are listed in Exhibit A.

The fees provided under Exhibit A assume all work will be completed by our office under a single-phase contract. Individual items listed in the not-to-exceed amount 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.

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:

<i>TASK DESCRIPTION</i>	<i>START DATE</i>	<i>FINISH DATE</i>
• Topographic Survey & Base Map	COMPLETE	COMPLETE
1. Engineering Design, Plans & Specifications	September 2021	January 2022
• City Review	January 2022	January 2022
2. Construction Bidding	January 2022	March 2022
3. Construction Administration	March 2022	August 2022
4. Construction Observation	March 2022	August 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. NC Civil 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 City.

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. Consultant 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.