



## City of Manzanita

### COUNCIL REGULAR SESSION

Zoom Video Conference

### AGENDA

October 6, 2021

06:00 PM Pacific Time

**Video Meeting:** Council will hold this meeting through video conference. The public may watch live on the [city's YouTube channel](#), or by joining the Zoom webinar:

<https://us02web.zoom.us/j/85732742521>

Meeting ID: 857 3274 2521

Passcode: 358422

+1 253 215 8782 US (Tacoma)

**Note:** agenda item times are estimates and are subject to change.

1. **CALL TO ORDER** (6:00 p.m.)
2. **CONSENT AGENDA** (6:01 p.m.)

Consent items are not discussed during the meeting; they are approved in one motion and any Council member may remove an item for separate consideration.

  - A. Approval of Minutes
    - a. August 25, 2021 Special Session
    - b. September 8, 2021 Workshop
    - c. September 8, 2021 Regular Session
  - B. Approval of Bills
3. **AUDIENCE PARTICIPATION** (6:02 p.m.)

Comments must be limited to city business topics that are not on the agenda. A topic may not be discussed if the topic record has been closed. All remarks should be directed to the whole Council. The presiding officer may refuse to recognize speakers, limit the time permitted for comments, and ask groups to select a spokesperson. **Comments may also be submitted in writing before the meeting, by mail, e-mail (to [cityhall@ci.manzanita.or.us](mailto:cityhall@ci.manzanita.or.us)), or in person to city staff.**
4. **NEW BUSINESS** (6:15 p.m.)
  - A. Vehicle Surplus – Resolution  
Dan Weitzel, Public Works Director

- B. Intergovernmental Agreement with State of Oregon for Disposal of Surplus Property  
Dan Weitzel, Public Works Director
- C. Short Term Rental Licensing and Inspection Fees  
Leila Aman, City Manager  
Judy Wilson, Licensing and Ordinance Specialist
- D. Special Event Permit, Big Indy Somebody, Inc.  
Roger Faires, Key Assistant Location Manager
- E. Transportation Systems Plan Update  
Ken Shonkwiler, ODOT

**5. OLD BUSINESS (7:30 p.m.)**

- A. Emergency Supplies Update  
Dan Weitzel, Public Works Director
- B. City Hall Construction Project Update  
Leila Aman, City Manager

**6. CITY MANAGER REPORT (7:55 p.m.)**

**7. INFORMATION AND ADJOURN (8:00 p.m.)**

CITY OF  
MANZANITA



COUNCIL PACKET

**CITY OF MANZANITA**  
**August 25, 2021**  
**SPECIAL CITY COUNCIL MEETING**

**CALL MEETING TO ORDER:** The meeting was called to order August 25, 2021 at 9:00 am via Zoom by Mayor Mike Scott.

**ROLL:** Members 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, Police Chief Erik Harth, Public Works Director Dan Weitzel, Building Official Scott Gebhart, and Ordinance Specialist Judy Wilson.

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

**NEW BUSINESS:**

**A. Discussion of COVID-19 Response – North Tillamook Public Health**  
Information Group member Margaret Steele provided an update on COVID statistics for the County and State. City Council discussed changing the COVID message displayed on the City's electronic reader boards, as well as updating mask signage displayed in businesses throughout the City. City Manager Aman will work with Public Works Director Weitzel to update the reader boards. Aman will also work with Visitors Center Coordinator Dan Haag to provide updated mask signage to businesses.

**B. Muttzanita Special Event Permit–** Four Paws on the Beach requested an amendment to their Muttzanita Special Event Permit that was approved August 4, 2021, adding a food truck to the event. The food truck would be parked in front of the Visitors Center on Laneda Ave and all recommended COVID precautions would be followed. Council discussed concerns about moving forward with the event due to increased cases of COVID in our County.

**A motion was made by Kozlowski, seconded by Tonjes, to rescind the approved Special Event Permit submitted by Four Paws on the Beach for the Muttzanita parade. In lieu of the event, the City will assist Four Paws on the beach with raising donations. Councilor Nuttall opposed the motion.**

**PUBLIC COMMENT AND COMMUNICATION:** City Council discussed the recent letter prepared by the Short-Term Rental Ordinance Oversight Workgroup for owners. The letter will be distributed to all Short-Term Rental owners and is intended to provide additional COVID guidance. Amendments to the letter were discussed and City Manager Aman will work with the Workgroup to finalize the letter and distribute.

**Mayor Scott adjourned the meeting at 10:24 a.m.**

**MINUTES APPROVED THIS  
6<sup>th</sup> Day of October, 2021**

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Michael Scott, Mayor

Attest:

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Leila Aman, City Manager

Special City Council Meeting  
August 25, 2021

**CITY OF MANZANITA**  
**September 8, 2021**  
**CITY COUNCIL SPECIAL WORKSHOP**

**CALL MEETING TO ORDER:** The meeting was called to order by Mayor Scott at 3:00 P.M. September 8, 2021 via Zoom.

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

**BUILDING DEPARTMENT IN REVIEW AND EMERGENCY SUPPLIES UPDATE:**  
North Tillamook Public Health Information Group member Margaret Steele provided an update on COVID statistics for the County and State.

Building Official Scott Gebhart provided an update on activity in the Building Department for the last year. He discussed permits issued and new home builds, valuation of the department, cost recovery, inspections, planning, and forecasting for the future.

Council President Kozlowski stated that EVCNB member Lee Hiltenbrand is continuing to work with Public Works Director Dan Weitzel to purchase emergency supplies for the assembly site at Underhill Plaza, using funds from the Emergency Supply Fund in the City budget. Hiltenbrand will provide an update to Council at the October 6, 2021 City Council Meeting. Kozlowski also stated that radio station 88.9 FM is dedicated to the City as a form of communication in the event of an emergency. EVCNB holds 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.

**Mayor Scott adjourned the meeting at 4:10 pm**

**MINUTES APPROVED THIS**  
**6<sup>th</sup> Day of October, 2021**

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

Attest:

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

**CITY OF MANZANITA**  
**September 8, 2021**  
**CITY COUNCIL MEETING**

**CALL MEETING TO ORDER:** The meeting was called to order September 8, 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, Public Works Director Dan Weitzel, and Building Official Scott Gebhart.

**AUDIENCE INTRODUCTION:** There were 39 people in attendance

**CONSENT AGENDA:**

- A. APPROVAL OF MINUTES –August 4, 2021 City Council Special Workshop, August 4, 2021 City Council Meeting, and August 19, 2021 Special City Council Meeting.
- B. APPROVAL OF BILLS FOR PAYMENT
- C. RENUMBERING RESOLUTION

**A motion was made by Tonjes, seconded by Kozlowski, to approve the consent that includes approval of the August 4, 2021 City Council Special Workshop, August 4, 2021 City Council Meeting, and August 19, 2021 Special City Council Meeting; approve payment of bills and all subsequent bills subject to approval by the Mayor or Council President and City Manager; approve renumbering Resolution.**

**PUBLIC COMMENTS AND COMMUNICATIONS:** There were two comments regarding the proposed Cherry Street Trail and two comments regarding new City Hall.

**PROCLAMATIONS:**

**A. Emergency Preparedness Month – Brad Hart, EVCNB –** EVCNB member Brad Hart provided an update on the volunteer group, which continues to focus on promoting a culture of preparedness in our community. Hart discussed the changes in practice due to COVID, the Mass Care Program, and a recent grant the group was awarded. Mayor Scott read the Proclamation declaring September 2021 Emergency Preparedness Month, and Councilor Kozlowski provided an update on the Mass Care Program.

**NEW BUSINESS:**

- A. Building Department in Review– Building Official Scott Gebhart –** Building

Official Scott Gebhart provided an update on activity in the Building Department for the last year. He discussed permits issued and new home builds, valuation of the department, cost recovery, inspections, planning, and forecasting for the future.

**B. Manzanita Transfer Station Update – David McCall, Solid Waste Program Manager, Tillamook County** – Solid Waste Program Manager David McCall provided an update on the Manzanita Transfer Station, formerly known as CARTM. The Transfer Station has seen a large increase in volume, and they have made changes to the flow of traffic and added additional room for waste to accommodate this. McCall plans to address Council in the future to request a variance allowing commercial traffic at the facility. This would allow them to accommodate Recology should they initiate a commercial cardboard collection service.

#### **OLD BUSINESS:**

**A. Ordinance No. 21-06 repealing and replacing Ordinance No. 21-05 and amending sections 1 through 6 and adding sections 7 to Ordinance No. 10-03 relating to rules and regulations for short term rentals (second reading) – City Manager Leila Aman** – City Manager Aman presented Ordinance 21-06 for its second and final reading.

**A motion was made by Nuttall, seconded by Tonjes, to approve Ordinance No. 21-06 repealing and replacing Ordinance No. 21-05 and 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 second and final reading. Motion passed unanimously.**

**B. Ordinance No. 21-07 amending section 4 of Ordinance No. 94-6 relating to unnecessary noise and prescribing general offenses (second reading) – City Manager Leila Aman** – City Manager Aman presented Ordinance 21-07 for its second and final reading.

**A motion was made by Nuttall, seconded by Tonjes, to approve Ordinance No. 21-07 amending section 4 of Ordinance No. 94-6 relating to unnecessary noise and prescribing general offenses for its second and final reading. Motion passed unanimously.**

**C. City Hall construction project update – City Manager Leila Aman** – City Manager Aman provided an update on the new City Hall project, discussing the projected timeline for each phase. Aman is currently working on building the team, remediating the heating oil tank on site, selling the old City Hall structure, and financing. Council President Kozlowski responded to the May 5, 2021 petition submitted by Will Stone.

**D. Resolution 21-13 Changing Council Meeting Time – City Manager Leila Aman** – City Manager Aman presented Resolution 21-13 changing the Council meeting times from 7:00 pm to 6:00 pm.



**A motion was made by Kozlowski, seconded by Nuttall, to approve Resolution 21-13 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. Motion passed unanimously.**

**E. Dorcas Contract – Public Works Director Dan Weitzel** – Public Works Director Weitzel stated that the City attorney has approved the proposed contract with North Coast Civil Design for work to be done on the Dorcas Lane Reconstruction Project. The scope of work for the project includes design, overview, and construction administration.

**A motion was made by Nuttall, seconded by Kozlowski, to approve the contract with North Coast Civil Design to provide design, overview, and construction administration for the Dorcas Lane reconstruction project. Motion passed unanimously.**

**F. Emergency Supplies update – Council President Kozlowski** – Council President Kozlowski stated that she will provide an update on emergency supplies at the October 6, 2021 City Council Meeting.

#### **CITY MANAGER’S REPORT –**

**A. City Manager Leila Aman** – City Manager Aman provided an update on the proposed Cherry Street Trail. The City does not yet have the capacity to organize a Trail Committee at this time. Aman will evaluate the timing of the formation of the committee relative to the city’s other priorities. Aman also stated that Visitors Center Coordinator Dan Haag has put in his resignation, and Council will have the opportunity to discuss a plan for his replacement at the October 6, 2021 City Council Special Workshop.

#### **Miscellaneous:**

1. The City of Manzanita will hold Municipal Court on September 17 , 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 September 20, 2021 at 4:00 pm via zoom.

**Mayor Scott adjourned the meeting at 8:36 p.m.**

**MINUTES APPROVED THIS  
6<sup>th</sup> Day of October, 2021**

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Michael Scott, Mayor

Attest:

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Leila Aman, City Manager

City Council Meeting  
September 8, 2021

## BILLS FOR APPROVAL OF PAYMENT

From 09/01/2021 - 09/30/2021

VENDOR	TOTAL	ADMIN	POLICE	BLDG	COURT	PARKS	ROADS	Visitors Cnt	WATER
ACCUITY (CITY AUDIT)	\$5,000.00	\$5,000.00							
ASSOCIATION OF OR COUNTIES (ANNUAL SUBSCRIPTION)	\$500.00	\$500.00							
BACKFLOW MANAGEMENT (WATER CERTIFICATION )	\$375.00								\$375.00
BOYDS (ENGINE REPAIR)	\$15.25						\$15.25		
CHARTER (INTERNET SERVICE)	\$604.89	\$249.96	\$124.98					\$104.97	\$124.98
CITY OF NEHALEM (FINE & ASSESSMENT PAYABLES)	\$294.50				\$294.50				
CITY OF WHEELER (FINE & ASSESSMENT PAYABLES)	\$49.00				\$49.00				
DAN HAAG (VISITORS CNTR COORDINATOR)	\$3,750.00							\$3,750.00	
DMV (DRIVING RECORDS)	\$0.70				\$0.70				
ENTERPRISE ASSET MNGMT (STATE SURPLUS)	\$150.00								\$150.00
EVCNB (ANNUAL DONATION)	\$2,800.00		\$2,800.00						
FASTENAL (HARDWARE)	\$212.36								\$212.36
FERGUSON (PLUMBING SUPPLIES )	\$5,152.92						\$343.58		\$4,809.34
HDR ENGINEERING (ENGINEERING SERVICES)	\$18,449.19								\$18,449.19
LARRY BLAKE (JUDICIAL SERVICES)	\$400.00				\$400.00				

## BILLS FOR APPROVAL OF PAYMENT

From 09/01/2021 - 09/30/2021

VENDOR	TOTAL	ADMIN	POLICE	BLDG	COURT	PARKS	ROADS	Visitors Cnt	WATER
MANZANITA LUMBER (LUMBER & SUPPLIES)	\$176.75								\$176.75
MILLER NASH / GRAHAM & DUNN (CITY ATTORNEY)	\$15,831.00	\$14,843.50							\$987.50
MUNI REVS (STR CENSUS MONITORING)	\$1,165.00	\$1,165.00							
NAPA AUTO PARTS (AUTO SUPPLIES)	\$357.29								\$357.29
NEHALEM BAYWASTE WATER (WASTEWATER SERVICE)	\$243.00					\$243.00			
NEHALEM LUMBER (BUILDING MATERIALS)	\$9.78								\$9.78
ONE CALL (STATE LOCATE FEES)	\$24.00								\$24.00
ONE ELEVEN (IT SERVICES)	\$4,300.00	\$3,053.00						\$645.00	\$602.00
ONE ELEVEN (IT EQUIPMENT)	\$90.00			\$90.00					
OREGON DEPT OF REVENUE (FINE & ASSESSMENT PAYABLES)	\$600.00				\$600.00				
OTAK (ENGINEERING SERVICES)	\$9,450.00								\$9,450.00
PACIFIC ALARM SYSTEMS (ALARM SUPPLIES)	\$682.27								\$682.27
PAC OFFICE AUTOMATION (COPY/POSTAGE SERVICE)	\$292.60	\$224.10		\$13.70	\$27.40				\$27.40
RECOLOGY (GARBAGE SERVICE)	\$120.43						\$120.43		
RHYNO NETWORKS (IT SERVICES)	\$374.60	\$216.00	\$66.00						\$92.60

## BILLS FOR APPROVAL OF PAYMENT

From 09/01/2021 - 09/30/2021

VENDOR	TOTAL	ADMIN	POLICE	BLDG	COURT	PARKS	ROADS	Visitors Cnt	WATER
RTI (PHONE SERVICE)	\$474.26	\$96.10	\$87.87		\$15.50				\$274.79
SAFEGUARD (BANKING SUPPLIES)	\$313.72	\$263.72							\$50.00
SAIF (WORKERS COMP INSURANCE)	\$1,242.10	\$13.31	\$430.98		\$1.72	\$35.77	\$152.71		\$607.61
SHELDON OIL CO. (FUEL)	\$1,617.21		\$1,132.68	\$56.52		\$21.40	\$107.00		\$299.61
STAPLES (OFFICE SUPPLIES)	\$421.47	\$162.61		\$258.86					
SWEET SEPTIC (PORTABLES - FARMERS MKT)	\$456.00	\$456.00							
TILLAMOOK COUNTY (FINE & ASSESSMENT PAYABLES)	\$160.00				\$160.00				
TILLAMOOK PUD (ELECTRIC SERVICE)	\$3,543.03	\$140.48	\$112.63		\$5.92	\$80.30	\$609.00	\$94.98	\$2,499.72
TRAFFIC SAFETY & SUPPLY (EQUIPMENT)	\$346.05						\$346.05		
US BANK (CITY VISA)	\$2,652.41	\$14.99	\$259.98			\$22.49	\$354.42		\$2,000.53
VERIZON (CELL & DESK PHONE SERVICE)	\$1,451.31	\$494.21	\$331.85	\$114.98				\$64.99	\$445.28
WALTER NELSON (PUBLIC RESTROOM SUPPLIES)	\$975.73					\$975.73			
<b>TOTALS</b>	<b>\$85,123.82</b>	<b>\$26,892.98</b>	<b>\$5,346.97</b>	<b>\$534.06</b>	<b>\$1,554.74</b>	<b>\$1,378.69</b>	<b>\$2,048.44</b>	<b>\$4,659.94</b>	<b>\$42,708.00</b>



## COUNCIL STAFF REPORT

To: Mayor and City Council

Date Written: September 20,  
2021

Reviewed: Leila Aman, City Manager

From: Dan Weitzel, Public Works Director

Subject: **Vehicle Surplus**

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### ACTION REQUESTED

Declare 2012 Jeep Patriot and the 2014 Ford Explorer surplus and authorize the Public Works Director to sell the equipment and return the funds to the vehicle replacement fund.

### HISTORY OF PRIOR ACTIONS AND DISCUSSIONS

None

### ANALYSIS

In 2012 Public Works purchased the 2013 Jeep Patriot (VIN 1C4NJRBB4DD114393) for use as a Public Works Director vehicle. In the winter of 2020, the Jeep was replaced with a 2008 F-250 allowing the Director to carry needed equipment, cargo, and trailers. 2014 Ford Explorer (VIN 1FM5K8ARXEGA65119) police unit was replaced in 2020 with a new patrol SUV.

Both vehicles have no usage in past 6 months and staff has no use of the vehicles.

### BUDGET IMPACT

Sale of surplus equipment returns funds back into the vehicle replacement fund in which they were purchased from.

### WORKLOAD IMPACT

The Public Works department can handle the surplus sale of the vehicles which will have impact on staff time. Staff are proposing under a separate resolution to enter into an Intergovernmental Agreement with the State of Oregon to use the State Surplus Property disposal network to handle the transaction.

### STAFF RECOMMENDATION

Staff recommends that the 2012 Jeep Patriot and the 2014 Ford Explorer be deemed surplus equipment.

### ALTERNATIVES

Council can elect not to surplus and retain the vehicles.

### ATTACHMENTS

1. None



## City of Manzanita

### **COUNCIL RESOLUTION No. 21-14**

#### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANZANITA, OREGON, TO DESIGNATE CITY PROPERTY AS SURPLUS AND AUTHORIZE ITS SALE OR LAWFUL DISPOSAL.**

**WHEREAS**, the City has determined there is no longer a use for the following city property;

Police Department Vehicle:

1 – 2014 Ford Explorer VIN 1FM5K8ARXEGA65119

Public Works Vehicle:

1 - 2013 Jeep Patriot VIN 1C4NJRBB4DD114393

**WHEREAS**, the City recognizes this property as surplus and available to sell to other public agencies, public sale or other lawful disposal;

**Now, Therefore, be it Resolved that:**

The City of Manzanita does hereby declare the property listed above as surplus and available to sale to other public agencies, public sale or other lawful disposal.

Introduced and adopted by the City Council on \_\_\_\_\_.

This resolution is effective on \_\_\_\_\_.

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Michael Scott, Mayor

ATTEST:

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Leila Aman, City Manager/ City  
Recorder



## City of Manzanita

### COUNCIL STAFF REPORT

**To:** Mayor and City Council  
**Date Written:** September 20, 2021  
**Reviewed:** Leila Aman, City Manager  
**From:** Dan Weitzel, Public Works Director  
**Subject:** **IGA between State of Oregon and City of Manzanita for Disposal of Surplus Property**

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#### **ACTION REQUESTED**

Authorize the City Manager to enter into an Intergovernmental Agreement with the State of Oregon for the disposal of surplus property.

#### **ANALYSIS**

Staff are proposing that the City enter into an Intergovernmental Agreement with the State of Oregon to sell surplus vehicles and equipment through the State Surplus Property disposal network. This IGA would allow the city to sell the Jeep Patriot and Ford Explorer if they are deemed surplus.

City staff have purchased everything from tools, vehicles, MRE's, and many other items through the State Surplus Property disposal network. The State Surplus Property disposal network is a great way for City, State, and other public agencies to sell and purchase items from each other.

The state charges a fee of 17% to sell the property on behalf of a local government. The purchase price is set by the city and the state provides services to advertise, show property and manage the transaction if it results in sale. The state first offers the property to other public agencies. If there is no interest by other public agencies, then the vehicle or property gets moved to the States public sales.

The program can be used for many different items the city might need to surplus including furniture, and other equipment. The attached rate sheet address fees for different items. The program has a large reduction in staff time demands to surplus items and in case of the vehicles the state takes care of the DMV paperwork.

The City has the right to end the contract at any time and can elect to use the program at our discretion.

You can visit <https://www.oregon.gov/das/surplus/pages/index.aspx> to explore the program more.

#### **BUDGET IMPACT**

None. There will be a fee associated with the sale of any property, but it will be reduced from the purchase price.

**WORKLOAD IMPACT**

Program can save time on items that get sent to surplus vs public sale. Public sales require staff time to advertise, schedule and show property to the public, oversee sealed bid system, and file all DMV paperwork.

**STAFF RECOMMENDATION**

Authorize the City Manager to execute an Intergovernmental Agreement with the State of Oregon for Disposal of Surplus Property as described in Attachment A.

**ALTERNATIVES**

Council can reject the IGA, and all surplus property will require a Public Sale.

**ATTACHMENTS**

1. IGA
2. Oregon Surplus Property Program Rates



**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE STATE OF OREGON AND LOCAL CONTRACTING AGENCY  
FOR DISPOSAL OF SURPLUS PERSONAL PROPERTY, VEHICLES, HEAVY  
EQUIPMENT, TITLED TRAILERS & WATERCRAFT**

This Intergovernmental Agreement ( the “Agreement”) is made and entered into this \_\_\_\_\_day of \_\_\_\_\_, \_\_\_\_\_, by and between the State of Oregon; Department of Administrative Services, ( the “State”) and \_\_\_\_\_ (the “ Local Contracting Agency ”) (collectively, the “Parties”) for the purpose of setting forth the terms and conditions for services to be provided by the State for the disposal of surplus Personal Property, Vehicles, Heavy Equipment, Titled Trailers and Watercraft owned or under the control of the Local Contracting Agency.

**RECITALS**

Pursuant to ORS 190.110 and ORS 279A.250 to ORS 279A.285 (the “Authorizing Statutes”) and rules adopted in accordance with the Authorizing Statutes, the State is authorized to enter into intergovernmental agreements with state agencies, local governments and special government bodies for the acquisition, distribution, utilization, disposal or sale of surplus personal property in accordance with federal and state laws.

The parties to this Agreement wish to enter into this Intergovernmental Agreement for the disposal of Surplus Property. In entering into this Agreement, the Parties understand and acknowledge that the Local Contracting Agency has no obligation to utilize any of the Services (as defined hereafter) provided by the State pursuant to the Agreement. Notwithstanding this understanding and acknowledgment, the Parties agree that any transaction with respect to the Services provided hereunder shall be governed by this Agreement.

The Parties agree as follows:

1. **DEFINITIONS**

- (a) “Administrative Fee” means the fee, calculated in accordance with the Administrative Fee Schedule attached hereto as Attachment A, which is charged to the Local Contracting Agency by the State for the disposal of a Property Item.
- (b) “Marketing Fee” means the fee charged to a Local Contracting Agency for the cost incurred by the State in connection with the marketing of a Property Item.
- (c) “Property Item” means Surplus Property of the Local Contracting Agency which the Local Contracting Agency requests the State to dispose of pursuant to this Agreement.
- (d) “Reserve Price” means the minimum Transaction Price that the Local Contracting Agency will accept for the sale of the Property Item.

- (e) “Service Fee” means the fee charged to the Local Contracting Agency to cover the cost of repairs, maintenance or other services expended on a Property Item, by or at the direction of the State, when such repairs, maintenance or services may, in the judgment of the State, be expected to increase the potential Transaction Price of a Property Item.
- (f) “Services” means the acquisition, distribution, utilization, disposal or sale of Surplus Property of the Local Contracting Agency by the State.
- (g) “Surplus Property” means surplus property owned or under the control of the Local Contracting Agency that is designated by the Local Contracting Agency to be disposed of by the State.
- (h) “Surplus Property List” means the inventory list of Property Items for disposal maintained by the State.
- (i) “Transaction” means the disposal of a Property Item or group of Property Items by the State for and on behalf of the Local Contracting Agency.
- (j) “Transaction Price” means the disposal price received for a Property Item.

## 2. SERVICES TO BE PROVIDED.

The State agrees to provide the Services to the Local Contracting Agency on the terms and conditions set forth in the Agreement.

## 3. TERM OF THE AGREEMENT.

- (a). The Term of the Agreement shall be for a period of five (5) years commencing on the date it has been signed by the Parties and received all approvals required by applicable law.
- (b). The Agreement may be terminated by the Parties as provided in Section 6 below.

## 4. COMPENSATION TO THE STATE.

- (a). In consideration for the performance of the Services, the Local Contracting Agency shall pay an Administrative Fee to the State for each Transaction. In addition, the State may also require the payment of a Service Fee and Marketing Fee under the circumstances described hereafter. Local Contracting Agency agrees to pay these fees as assessed by the State.
- (b). The State may charge a Service Fee to the Local Contracting Agency where, in the judgment of the State, the potential Transaction Price of the Property Item may be increased by the repairs, maintenance or services on the Property Item.
- (c). The State may charge a Marketing Fee under the circumstances set forth in Section 5 and Section 7 (c).

- (d). The amount due each of the Parties from the Transaction Price for the disposal of the Property Item shall be calculated as set forth hereafter:
  - (1) First, the Administrative Fee shall be calculated and deducted from the Transaction Price and retained by the State.
  - (2) Second, if a Service Fee or Marketing Fee has also been incurred by the State in connection with the disposal of a Property Item, such fees will be deducted from the balance of the Transaction Price remaining after the deduction of the Administrative Fee. These fees shall also be retained by the State.
  - (3) The balance of the Transaction Price remaining after the deductions set forth in (1) and (2) above shall be remitted to the Local Contracting Agency within thirty (30) days of the receipt of the Transaction Price by the State.

5. REMOVAL OF PROPERTY ITEM FROM SURPLUS PROPERTY LIST

The Local Contracting Agency may, at any time, remove a Property Item from the Surplus Property List by notifying the State in writing. Upon receipt of the notice, the State shall take all actions required to stop marketing efforts in progress for the specified Property Item. As a condition of the removal of the Property Item from the Surplus Property List under this Section, the Local Contracting Agency agrees to pay to the State, within thirty (30) days of receipt of an invoice, the greater of \$100 or the sum of the any Service Fee and Marketing Fee incurred by the State in connection with the Property Item.

6. TERMINATION OF THE AGREEMENT

- (a) This Agreement may be terminated without liability or penalty, by either party, upon thirty (30) days written notice. No such termination shall prejudice any obligations or liabilities of either party already accrued prior to the effective date of termination.
- (b) The State may terminate this Agreement immediately without liability or penalty in the event funding sufficient to support the program is suspended, withdrawn, denied or terminated. The State shall have absolute discretion to determine the availability of sufficient funding, and may effect termination of this Agreement by delivery of written notice to the Local Contracting Agency.

7. RESPONSIBILITY OF THE LOCAL CONTRACTING AGENCY

- (a) Local Contracting Agency understands and acknowledges that it is under no obligation to utilize the Services of the State.
- (b) In the event that the Local Contracting Agency wishes to utilize the Services provided by the State, it will follow the guidelines established by the State ([www.OregonSurplus.com](http://www.OregonSurplus.com) – see Local Government). The information submitted to the State shall contain true and correct information known or, which through due inquiry, reasonably should have been known, by the Local Contracting Agency.

- (c) The Local Contracting Agency may specify a Reserve Price for each Property Item. If the Local Contracting Agency chooses to specify a Reserve Price for a Property Item, it will provide the State with information to support the reasonableness of the requested Reserve Price. The Reserve Price will not be lowered without the agreement of the Local Contracting Agency. If the Local Contracting Agency chooses to specify a Reserve Price, the State may charge a Marketing Fee for any additional expense attributable to the marketing of the Property Item.
- (d) The Local Contracting Agency shall provide such additional information about the Property Item as may be requested by the State in order to provide the Services in an effective and efficient manner.
- (e) The Local Contracting Agency agrees to allow all Administrative Fees, Service Fees and Marketing Fees to be deducted from the Transaction Price in accordance with Section 4 prior to the final disbursement of the balance of the Transaction Price to the Local Contracting Agency.
- (f) Local Contracting Agency shall maintain such insurance as it may deem appropriate on each Property Item to be disposed of by the State pursuant to this Agreement. **The State hereby notifies the Local Contracting Agency that the State does not maintain insurance for the damage to or destruction of any Property Item.**
- (g) Removal of official agencies decals/stickers from vehicles.

8. REPRESENTATION AND WARRANTIES OF THE LOCAL CONTRACTING AGENCY AND AGREEMENT TO INDEMNIFY FOR BREACH

Local Contracting Agency hereby represents and warrants as follows:

- (a) that it is authorized by applicable statutes, administrative rules, ordinances, charter provisions, by-laws and or other applicable governing authority to enter into this Agreement and the Transactions contemplated by this Agreement.
- (b) that this Agreement, when executed and delivered, is a valid and binding obligation of the Local Contracting Agency that is enforceable in accordance with its terms;
- (c) that it owns or is lawfully in possession of the Surplus Property which it authorizes the State to sell in connection with the Services.
- (d) that the information provided to the State with respect to each Property Item is true and correct to the best of its knowledge.
- (e) that it will indemnify the State for any losses the State might suffer as a consequence of the breach of any of the representations and warranties set forth in Section 8 (a) through 8 (d) above.

9. RESPONSIBILITY OF THE STATE.

- (a) The State shall endeavor to use commercially reasonable efforts in providing the Services to the Local Contracting Agency.
- (b) The State will notify the Local Contracting Agency in writing at least thirty (30) days prior to any scheduled changes in services and or fees.
- (c) The State shall be obligated to transmit the proceeds of each Transaction to the Local Contracting Agency in accordance with the terms of the Agreement.
- (d) The State will take necessary actions to assist the Local Contracting Agency to become a subscriber to and user of the State Surplus Property disposal network, which belongs to and is used by the State of Oregon and its constituent agencies and divisions.

10. LIMITATION OF LIABILITY

The State's maximum liability for any damages claimed by the Local Contracting Agency, whether in contract or tort, shall not exceed the Administrative Fee which was charged the Local Contracting Agency for disposal of the Property Item (if the Property Item was disposed of) or the Administrative Fee that would have been charged (in the event that the Property Item was not disposed of) by the State. The Local Contracting Agency agrees that in no event shall the State be liable for any damage or destruction of a Property Item or for any indirect, incidental, special, punitive, or consequential damages, or any loss of profits or revenue, including, but not limited to, delay, interruption of business activities, or lost receipts.

11. INDEMNIFICATION BY THE LOCAL CONTRACTING AGENCY

Subject to the limitations of Article XI, § 7 of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 through 30.300), the Local Contracting Agency shall indemnify the State against any liability for personal injury or damage to life or property arising from the Local Contracting Agency's actions under this Agreement provided, however, the Local Contracting Agency shall not be required to indemnify the State for any such liability arising out of the wrongful acts of the State, its officers, employees or agents.

12. ASSIGNMENT

The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Neither party shall assign or transfer its interest in this Agreement without the prior written approval of the other.

13. WAIVER

The failure to either party to enforce any provisions of this Agreement shall not constitute a waiver by that party of that or any other provision of this Agreement, or the waiver by that party of the ability to enforce that or any other provision in the event of any subsequent, similar breach.

14. SEVERABILITY

If any provision of this Agreement shall be held invalid or unenforceable by any court or tribunal of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision. If any term or provision of this Agreement is declared by a court or tribunal of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

15. VENUE, CHOICE OF LAW AND CONSENT

This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the State (and/or any other agency or department of the State of Oregon) and Local Contracting Agency that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether it is sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

16. ATTORNEY FEES

In the event a lawsuit of any kind is instituted on behalf of either party to collect any payment due under this Agreement or to obtain performance of any kind under this Agreement, each party shall be responsible for its own attorney fees and all related costs and disbursements incurred therein.

17. INDEPENDENT CONTRACTOR STATUS

The State shall perform all of the Services as an independent contractor. Nothing contained in this Agreement is intended or should be construed as creating the relationship of partners, joint-ventures, an association between the State and the Local Contracting Agency or a principal/agent relationship. Nor shall the employees, agents or representatives of either party be considered to be employees, agents or representatives of the other party for any purpose.

18. MERGER

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OR PROVISIONS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE SHALL BE EFFECTIVE ONLY IN THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT.

19. NO THIRD PARTY BENEFICIARIES

State and Local Contracting Agency are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

20. NOTICES

Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing, by email, personal delivery, facsimile, or mailing the same, postage prepaid, to the State or Local Contracting Agency at the address, number or email address set forth below in this Agreement, or to such other addresses or numbers as either party may indicate.

**Contact Information for the State:**

Carla Jeannette, Program Analyst  
State Surplus Property Program  
PH (503) 378-2753  
FAX (503) 378-8558  
**Carla.Jeannette@Oregon.gov**

State of Oregon  
Property Distribution Center  
1655 Salem Industrial Drive NE  
Salem, OR. 97303-4238

**Contact Information for the Local Contracting Agency:**

\_\_\_\_\_  
(Name, Title)

\_\_\_\_\_  
(Location)

\_\_\_\_\_  
(Representing)

\_\_\_\_\_  
(Address 1)

\_\_\_\_\_  
(PH)

\_\_\_\_\_  
(Address 2)

\_\_\_\_\_  
(FAX)

\_\_\_\_\_  
(City, State, ZIP)

\_\_\_\_\_  
(email)

Any communication or notice so addressed and mailed shall be effective five (5) days after mailing. Any communication or notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours, or on the next business day, if transmission was outside normal business hours of the recipient. To be effective against the State, any notice transmitted by facsimile must be confirmed by telephone notice to the State's Contact Manager. Any communication or notice given by personal delivery shall be effective when actually delivered. Any communication or notice given by email shall be effective upon the sender's receipt of

confirmation generated by the recipient’s email system that the notice has been received by the recipient’s email system.

21. AMENDMENTS

This Agreement may be amended only by written instrument signed by the Parties and approved as may be required by all applicable laws, rules and ordinances, Provided however that the Administrative Fee Schedule (Attachment A) may be changed by the State at any time without the consent of the Local Contracting Agency upon written notice to the Local Contracting Agency in accordance with Section 20.

22. SIGNATURES.

Each party, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions. Each person signing this Agreement represents and warrants having authority to execute this Agreement.

<b>FOR THE STATE OF OREGON</b> <b>Department of Adm. Services (DAS)</b> <b>Enterprise Asset Management</b> <b>Surplus Property Program</b>	_____
	(By)
	_____
	(Title)
	_____
	(Date)
<b>FOR LOCAL CONTRACTING AGENCY</b>	_____
	(By)
	_____
	(Title)
	_____
	(Date)
<b>Department of Adm. Services (DAS)</b> <b>Enterprise Goods &amp; Services</b> <b>Procurement Services Program</b>	_____
	(By)
	_____
	DAS Procurement Manager
	(Title)
	_____
	(Date)



## ATTACHMENT A

### ADMINISTRATIVE FEE SCHEDULE

Fees for services provided will, whenever possible and practicable, be deducted from the property-generating Agencies' reimbursement as 'other receivables'. Reimbursements for items sold, and fees that exceed revenues, will be billed monthly on net 30 terms.

#### **Administrative Fee – Personal Property\*, Vehicles, Heavy Equipment, Titled Trailers & Watercraft\*\*:**

Please see current Resale Rates listed at [OregonSurplus.com](http://OregonSurplus.com)

\* Personal property accepted under this agreement will normally have a present value of at least \$1,000. Personal property accepted will be determined on a case-by-case basis at the sole discretion of the State.

\*\* The following is a solid, but not all-inclusive, list of what falls into the category of Vehicles, Heavy Equipment, Titled Trailer and Watercraft:

Cars, pick-ups, trucks, graders, bulldozers, RVs, backhoes, front-end loaders, buses, cranes, skidders, motorcycles, skid-steers, snowmobiles, ATVs, excavators, rollers, planes, Sno-cats, forklifts, manlifts, tractors, riding mowers, trenching machine, golf carts, Gators/Mules, trailers, boats (not kayaks, canoes or other small, similar non-motorized boats), etc. **Note:** Individual parts or attachments are categorized as personal property (i.e. tires are not a car; a grader blade is not a grader.)

#### **Service Fee – 3<sup>rd</sup> Party Towing:**

\$ Actual cost (pass through)

#### **Service Fee - Freight and Cartage (including Towing provided directly by State):**

\$50.00/hr. (Billed in 15 minute intervals, one hour minimum), and \$2.00 per mile

#### **Service Fee - repairs, maintenance or services (i.e. battery, tire(s), etc.)**

\$ Actual cost (pass through)

#### **Marketing Fee – Supplemental Advertising:**

As requested and approved by the property generating agency at: \$ Actual + 20%

#### **Service Fee – Decal/sticker removal**

\$50.00/hr. Billed in 15 minute increments, one hour minimum.



# Oregon

Kate Brown, Governor

## Department of Administrative Services

Enterprise Asset Management - Surplus Property Distribution Center  
1655 Salem Industrial Drive NE  
Salem, Oregon 97301  
PHONE: 503-378-6020  
FAX: 503-378-8558

### MEMORANDUM

**To:** State Agencies  
**From:** Sven Anderson, Surplus Property Manager  
**Date:** June 4<sup>th</sup>, 2021  
**Subject:** Oregon Surplus Property Program Rates

Beginning July 1, 2021, our rate structure will be as listed below. The Oregon Surplus Property Program is funded primarily by the fees collected from sales of surplus property; remaining funds are returned to your agency.

Gross Sales Price	Administrative Fee
<b>Sold-on-Site Personal Property</b>	
Up to \$250	100%
Above \$250	\$250 + 50% of amount over \$250
<b>Personal Property sold from Oregon Surplus warehouse</b>	
Up to \$500	100%
Above \$500	\$500 + 50% of amount over \$500
<b>Vehicles and Titled Equipment</b>	
Sold-on-Site	13%
Sold from Oregon Surplus warehouse	17%

### Other Rates

Services/Size	Costs
Pallet Storage	\$13.00 per month
Floor Space	\$0.70 per square foot
Materials Handling	\$65.00 per hour, per laborer (Billed in 15 minute increments, with a 15 minute minimum)
Pick-Up and Delivery	\$65.00 per hour + \$2.00/mile (Billed in 15 minute increments, with a 1 hour minimum)
Decal Removal	\$65.00 per hour (Billed in 15 minute increments, with a 1 hour minimum)
Outside Storage	\$0.60 per sq. ft. per month charged on vehicles or equipment arriving at the Surplus Property facility not ready for immediate sale (within one week).

These rates may be adjusted as necessary by the Oregon Department of Administrative Services in order to stay in compliance with ORS 279A.260 (g) "Set charges, subject to federal and state laws, necessary to recover all direct and indirect costs associated with acquiring, purchasing, shipping, handling, warehousing, storing and distributing surplus property". Additional fees may be applied for other disposal services including, but not limited to, electronic waste, towing, storage and advertising.

For any questions or concerns, please contact me directly: [sven.anderson@oregon.gov](mailto:sven.anderson@oregon.gov) ; 503.378.6057



## City of Manzanita

### **COUNCIL RESOLUTION No. 21-15**

#### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANZANITA, OREGON, DELEGATING AUTHORITY TO THE CITY MANAGER TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF OREGON FOR THE DISPOSAL OF SURPLUS PROPERTY.**

**WHEREAS**, the City has, on occasion, vehicles, equipment or other property that is no longer of use to the city but retains value; and

**WHEREAS**, the City can declare this property as surplus to the city's needs and make it available to sell to other public agencies, public sale or other lawful disposal; and

**WHEREAS**, the sale of surplus property requires significant staff time to advertise, schedule and show property and manage a sealed bid system process; and

**WHEREAS**, the State of Oregon Department of Administrative Services provides a service to local governments to dispose of surplus property for a reasonable fee through the State Surplus Property disposal network.

#### **Now, Therefore, be it Resolved that:**

The City Council authorizes the City Manager to enter into an Intergovernmental Agreement with the State of Oregon for disposal of surplus personal property, vehicles, heavy equipment, titled trailers and watercraft.

Introduced and adopted by the City Council on \_\_\_\_\_.

This resolution is effective on \_\_\_\_\_.

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Michael Scott, Mayor

ATTEST:

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Leila Aman, City Manager/ City  
Recorder



## COUNCIL STAFF REPORT

To: Mayor and City Council

Date Written: September 20,  
2021

Reviewed: Leila Aman, City Manager

From: Judy Wilson, License and Ordinance Specialist

Subject: **Adjusting Short-term Rental Inspection and License Application Fees**

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### ACTION REQUESTED

Adopt Resolution to increase short-term rental inspection and license application fees to increase cost recovery.

### HISTORY OF PRIOR ACTIONS AND DISCUSSIONS

June 9, 2010 City Council Adopted Resolution 10-03 Amending Inspection and License Fees for Short Term Rental Licenses

June 4, 2014 City Council Adopted Resolution 14-06 Amending Inspection and License Fees for Short Term Rentals.

### ANALYSIS

Staff are proposing new fees and an increase to the Short Term Rental License Initial Application and Inspection Fees and Periodic Reinspection fees for the purpose of cost recovery. Staff are not recommending any changes to the annual short term rental license renewal fee at this time. Currently the annual short term rental license renewal fee is \$250. Of that \$250 fee \$150 of those funds are allocated to the City's Civic Improvement Fund the balance of the renewal fee and all other fees go into the General Fund.

Section 5(b) of Manzanita's Short-term Rental Ordinance 10-03 requires periodic safety re-inspections of short-term rentals at least every three years and requires owners to correct identified deficiencies. The inspection fee was set by resolution at \$75 on June 9, 2010 and has not been increased since. Additionally, Section 3(b) of Ordinance 10-03 states:

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 Short-Term Rental inspection.

Staff have evaluated the time it takes to review, process and issue licenses and conduct inspections and have made the following determinations:

Short Term Rental License Initial Application and Inspection – Requires 2 hours of staff time for the License and Ordinance Specialist (LOS) and 1.5 hours for the Building Official to conduct an initial inspection. The current fee is \$75 for the inspection only and there is no fee to cover the

cost of the LOS time to review and issue a license. This is in violation of Ordinance 10.03 section 3(b) which requires cost recovery. Actual costs based on staff hourly rates is \$250.

Periodic Re-inspection - Once a license is issued periodic re-inspections are required per Ordinance 10-03 Section 5(b) which now requires periodic re-inspections every three years. The current fee for a periodic re-inspection is \$75. A periodic re-inspection requires both LOS and the Building Official to conduct the inspection and communicate the results. Staff propose an increase to this fee from \$75 to \$150 based on the average cost to conduct a periodic re-inspection based on hours required and staff hourly rates.

Follow Up Inspections – If any deficiencies are noted staff have worked with STR licensees to resolve the issues to maintain those licenses. This requires follow up inspections to ensure that the deficiencies have been corrected. There is no current fee for this follow up inspection. Staff propose a fee of \$75 to cover costs for follow up inspections.

Other Inspections – Occasionally, issues arise that require random inspections to verify the safety or conformity of the STR property. There is currently no fee for these inspections. Staff propose a fee of \$150 per hour with a minimum of one hour fee to cover the costs of other random inspections.

In summary, staff recommends Council increase the short-term rental license initial application and inspection fee from \$75 to \$250 and increase the periodic re-inspection fee from \$75 to \$150. Staff also recommend adding the following fees:

Follow Up Inspections - \$75

Other Inspections - \$150

### **BUDGET IMPACT**

This will have a positive impact on the City's budget as it will provide some revenue to recover staff time and costs associated with implementing the City's short-term rental program.

### **WORKLOAD IMPACT**

There will be no additional workload impact on staff to collect these fees.

### **STAFF RECOMMENDATION**

Council adopt Resolution 21-16 Repealing resolution 14-06 and replacing it with resolution 21-16 amending inspection and license fees for short term rentals and adding new inspection fees for short term rental inspections.

### **ALTERNATIVES**

Council can elect to not raise fees or raise fees higher.

### **ATTACHMENTS**

1. Resolution 14-06

RESOLUTION NO. 14-06

A RESOLUTION AMENDING INSPECTION AND LICENSE FEES FOR  
SHORT TERM RENTAL LICENSES

WHEREAS, Section 3 of Ordinance No. 10-03 establishes regulations on short term rentals within the City; and,

WHEREAS, Section 3 of Ordinance No. 10-03 provides that the City Council by resolution may establish fees for short term rental licenses and inspections; now, therefore;

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

Section 1. The inspection fee for any new short term rentals and reinspection of existing short term rentals shall be \$75.

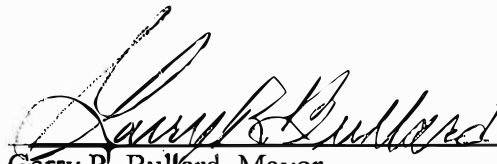
Section 2. Effective August 1, 2014, the annual short term rental license fee shall be \$200 for the period beginning August 1 and ending July 31 of the following year. No reduction in fee shall be given for a short term rental in operation for less than 12 months. A short term rental license which is not renewed by October 1 of each year will be considered void.

Section 3. Effective August 1, 2014, the Civic Improvements Reserve shall be credited with \$100.00 of each annual short term rental license fee collected. The balance of the annual short term rental license fee and all of the inspection fees collected shall be credited to the General Fund.

Section 4. Effective August 1, 2016, the annual short term rental license fee shall be \$250 for the period beginning August 1 and ending July 31 of the following year. Effective August 1, 2016, the Civic Improvements Reserve shall be credited with \$150.00 of each annual short term rental license fee collected.

Section 4. Effective August 1, 2014, Resolution No. 10-03 adopted by the City Council on June 9, 2010 is hereby repealed.

PASSED by the City Council and signed by me in authentication of its passage this 4<sup>th</sup> day of June, 2014.

  
Garry R. Bullard, Mayor

ATTEST:

  
Jerad P. Taylor, City Manager/Recorder



## City of Manzanita

### **COUNCIL RESOLUTION No. 21-16**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANZANITA, OREGON, REPEALING RESOLUTION 14-06 AND REPLACING IT WITH RESOLUTION 21-16 AMENDING INSPECTION AND LICENSE FEES FOR SHORT TERM RENTALS AND ADDING NEW INSPECTION FEES FOR SHORT-TERM RENTAL INSPECTIONS.**

**WHEREAS**, Section 3 of Ordinance No. 10-03 establishes regulations on short-term rentals within the City; and

**WHEREAS**, Section 3 of Ordinance No. 10-03 provides that the City Council by resolution may establish fees for short-term rental licenses and inspections; and

**WHEREAS**, Section 3 of Ordinance No. 10-03 requires that “the fee shall include the cost of staff time to process the application and the initial Short-Term Rental inspection,” the City Council wishes to set fees which more effectively cover the cost of staff time required to process short term rental license applications and perform short term rental inspections;

**Now, Therefore, be it Resolved that:**

- Section 1. Effective August 1, 2016, the annual short-term rental license renewal fee shall be \$250 for the period beginning August 1 and ending July 31 of the following year. Effective August 1, 2016, the Civic Improvements Reserve shall be credited with \$150 of each annual short-term rental license fee collected.
- Section 2. Effective October 7, 2021, the short-term rental license initial application and inspection fee shall be \$250 for any new short-term rental application.
- Section 3. Effective October 7, 2021, the fees related to short-term rental inspections shall be as follows:
- a) The fee for periodic re-inspections as required in Section 5(b) of Ordinance 10-03 shall be \$150.
  - b) The fee for all follow-up short-term rental inspections shall be \$75.
  - c) The fee for all other short-term rental inspections shall be billed at \$150 per hour with a minimum one-hour fee. Addition inspection time shall be billed in half-hour increments.
- Section 4. The balance of the annual short term rental license renewal fee, the initial application and inspection fee, and all other fees collected noted in section 3 shall be credited to the General Fund.
- Section 5. Effective October 7, 2021, Resolution No. 14-06 adopted by the City Council on June 4, 2014, is hereby repealed.

Introduced and adopted by the City Council on October 6, 2021.



This resolution is effective on October 7, 2021.

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Michael Scott, Mayor

ATTEST:

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Leila Aman, City Manager/ City  
Recorder



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

Date of request: September 22, 2021

Person making request: Roger Faires - Key Asst. Location Mgr.

Mailing address: 3633 SE 35th Place Portland, Or. 97202

Phone number: RF cel 503 975-1936 Cel number: alt. cel Kevin Findtner 503 710-5348

Organization (if applicable): Big Indie Somebody, Inc. Entity formed to make the motion picture for  
Amazon Studios division titled, "Somebody I Used To Know".

Type of event: Filming a brief driving sequence for the motion picture listed above.

Date(s): Oct. 12, 2021 to One part day Hours: 15 to 25 min. max to Sometime between 11a and 1:30p  
only  
Laneda Avenue from Hwy 101, to Ocean Road, to Nehalem Rd. and Nehalem Rd. to Hwy 101.  
Location: Basically driving this 6 Vehicle caravan along those roads before heading North on Hwy 101.

(check which apply) Public Event: ☐ Private Event: ☒ Charitable: ☐ Profit: ☒  
Non-profit: ☐ Public Property Used: ☒ Private Property Used: ☐

Estimated attendance: 40 people in various vehicles.

Police, Fire or Medical support available or needed? Yes: ☐ No: ☒ However, ODOT may request State Police Escort

Restrooms Available: Yes: ☐ No: ☒ Handicap Accessible: Yes: ☐ No: ☐ Not applicable

Alcohol Served/Sold/Consumed: Yes: ☐ No: ☒ Type: \_\_\_\_\_

Live Entertainment: Yes: ☐ No: ☒ Type: \_\_\_\_\_

Describe Event Support Staff: All Film crew is considered support staff including Pilot/Escort Safety vehicle driver. We will  
all be on production Walkie Talkies including whomever the Escort Safety Vehicle driver is.

Describe Parking Conditions: I do not believe there will be any parking affected by our filming caravan unless we need to  
pullover somewhere along the Laneda/Ocean Rd./Nehalem Rd. route to make a safety adjustments to mounted camera.

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

**Our request to perform this traffic law obeying Driving sequence is for the motion picture, "Somebody I Used To Know". The basic gist of this short drive through the town of Manzanita is to follow a "family wedding party" as they make their way to a Coastal Resort Hotel from the mountain town most of them live in.**

**It is just a portion of the overall driving sequence of this bus on it's journey however it's a very important one. It indicates that they have arrived at the seaside town and their hotel is close by and the piece intended to be filmed along Ocean Road is integral to the "wedding party" passengers awe and relief that the trip will soon be complete and that they've arrived in the beautiful area they all have all so looked forward to.**

**The Picture Bus Caravan will consist of 1ct. Picture Bus (Airporter style 36'?) with about 15 extras of board, 1ct. Insert Car (camera vehicle), 2 or 3 support vans which will have director Dave Franco on board among others, possibly a van with some adjustment equipment onboard and either a State Police Escort to indicate to "civilian" vehicles behind the caravan to drive with caution behind the caravan until free to drive without the possibility of being slowed down lower than speed limit. Or a Pilot Car (think "wide load" type) will be used if authorized by ODOT Region 2 since most of the sequence is to be filmed along Hwy 101.**

## "COASTAL BUS DRIVE" ROUTE AND STAGING MAP





## COUNCIL STAFF REPORT

To: Mayor and City Council

Date Written: September 20,  
2021

Reviewed: Leila Aman, City Manager

From: Dan Weitzel, Public Works Director

Subject: **Emergency Supplies Update**

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### ACTION REQUESTED

Listen to an update from the Public Works Director on the purchaser of emergency supplies.

### HISTORY OF PRIOR ACTIONS AND DISCUSSIONS

[August 4, 2021](#) City Council discussed a recommendation from EVCNB to purchase Emergency Supplies for the City using designated Emergency Preparedness funds. Council directed staff to develop a plan to purchase, store and manage supplies.

### ANALYSIS

At the August 4, 2021 City Council meeting staff were directed to develop a plan to purchase, store and manage emergency supplies. The supplies recommended covered 6 categories including shelter, water, sanitation, food and hygiene. The City of Manzanita, Emergency Volunteer Corps of Nehalem Bay (EVCNB), Public Works Augmentation Team (PWAT) and the City of Manzanita Public Works Department have been working together since that time to develop and implement guidelines, policy, and purchase of mass care supplies. The attached document outlines the proposed guidelines for purchasing these supplies.

### BUDGET IMPACT

\$50,000 in funding for Emergency Operations has been budgeted for under the General Fund – Non Dept. 10/6240/190

### WORKLOAD IMPACT

The Public Works Director and staff will be assisting in the program on an ongoing limited basis. Most work will be completed by volunteer staff.

### STAFF RECOMMENDATION

No action at this time.

### ATTACHMENTS

1. Mass Care Supplies Overview

## **Objectives**

- The City of Manzanita, Emergency Volunteer Corps of Nehalem Bay (EVCNB), Public Works Augmentation Team (PWAT) and the City of Manzanita Public Works Director will work together to research, select and purchase 3 weeks\* of Mass Care Supplies. We will report to Council each quarter on our progress and expect to have completed this project by December 2022.
- As part of the process, this team will develop a system to store, maintain and rotate inventory as appropriate.
- During an emergency the supplies will be distributed in accordance with ICS protocol and the Manzanita EOP addendum.

## **Practice**

- The PWAT team will work collectively with Manzanita Public Works to establish specific recommended emergency supplies that should be included in the City's preparedness cache.
- Supplies and products will be considered and vetted based on need, serviceability, durability, weight, storability and ease of deployment.
- Products meeting established criteria will be referred to Manzanita Public Works Director for acquisition.

## **Process/Procedure**

- Items recommended to and evaluated by the Public Works department will be sought out through state and federal programs. If possible access to State Surplus supplies will be utilized. Items from private company will be purchased through venders offering the best competitive price.
- When a commercial purchase is expected to exceed \$5000.00, three quotes must try to be obtained.

## Objectives of Manzanita Preparation and Purchase of Mass Care Supplies

- Items that are procured will be secured at City secure facilities.
- City items in storage will be inventoried and placed into an inventory database that will record Item, quantity, date of purchase, estimated date to replace, price, and general notes.
- With assistance of PWAT supplies will be checked on twice a year and recorded. These records will be kept in the Public Works Department.

### **Distribution of supplies**

- Items within the emergency storage could be called for use in many types of events and will be done under the direct authority of the City Manager or designee.
- All incoming and outgoing supplies will be tracked and recorded on inventory forms
- The Cities current EOP will have a section added for supply distribution that is recommended in the “Distribution Management Plan Guide”  
[https://www.fema.gov/sites/default/files/2020-08/FEMA\\_Distribution-Management-Plan-Guide\\_EMPG\\_FY2019.pdf](https://www.fema.gov/sites/default/files/2020-08/FEMA_Distribution-Management-Plan-Guide_EMPG_FY2019.pdf)

\*The 3 weeks is consistent with the regional principles agreed upon by the City of Manzanita in 2016.

\*\* Surplus