

CITY OF
MANZANITA



COUNCIL PACKET



City of Manzanita

COUNCIL REGULAR SESSION

Zoom Video Conference

AGENDA

November 3, 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/87947791066>

Meeting ID: 879 4779 1066

Passcode: 575319

+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. October 6, 2021
 - B. Approval of Bills
 - C. Resolution Reappointing John Nanson to the Planning Commission
3. **AUDIENCE PARTICIPATION** (6:05 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), or in person to city staff.**
4. **NEW BUSINESS** (6:20 p.m.)
 - A. Nehalem Bay Fire District Update (NBFD) (6:20 p.m.)

Chief Chris Beswick, NBFD
 - B. Event Permit – CERT
 - C. Updating Emergency Information for Visitors - Resolution

- D. Approval of Intergovernmental Agreement with Oregon Parks and Recreation District for Police Services
- E. Contract for Owners Representative Services for the City Hall Construction Project – Resolution
- F. 543 Laneda Surplus Property Hearing – Resolution
- G. 543 Laneda Disposition Process – Discussion

5. OLD BUSINESS (7:50 p.m.)

- A. City Hall Construction Project Update
- B. Visitors Center Update
Councilor Hans Tonjes

6. CITY MANAGER REPORT (8:25)

7. INFORMATION AND ADJOURN (8:30)

A.

CITY OF
MANZANITA



COUNCIL PACKET

CITY OF MANZANITA
October 6, 2021
CITY COUNCIL SPECIAL WORKSHOP

CALL MEETING TO ORDER: The meeting was called to order by Mayor Scott at 3:00 P.M. October 6, 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.

1. SHORT TERM RENTAL LICENSING AND INSPECTION FEES: City Manager Leila Aman provided an overview of the current short term rental licensing and inspection/reinspection process. Aman stated that fees for these services have not increased since 2010. In addition, there is currently no fee for follow up reinspection's or a fees for other inspections. The City performed an evaluation of cost recovery for these services and will present its findings and recommendations at the October 6, 2021 Regular City Council Meeting.

2. DISCUSSION ON VISITORS CENTER: Visitors Center Coordinator Dan Haag has terminated his contract with the City, effective September 30, 2021, and Council discussed options for filling the position. Council also discussed potential changes to operations and functions of the Visitors Center, and potentially utilizing the Off-Season Tourism Promotion Committee to assist with recommendations.

3. EMERGENCY SUPPLIES UPDATE: Public Works Director Dan Weitzel stated that the Public Works Augmentation Team is a group of five members, formed to assist the City in utilizing monies set aside in the City's Emergency Supply Fund to purchase emergency supplies. PWAT member Lee Hiltenbrand gave a presentation on the team's objectives and operations plan. The team aims to create a system that will store, maintain, and distribute up to three weeks of emergency supplies for the community.

4. OLD CITY HALL APPRAISAL (543 LANEDA): City Manager Leila Aman gave an update on the disposition of the old City Hall building. The appraisal for the property has been completed and the findings were discussed. Aman will be applying to the State Historic Preservation Office for project and review and compliance. Once confirmation is received the City will hold a public hearing to declare the property surplus and determine the if there will be a bid or broker sale.

Mayor Scott adjourned the meeting at 4:39 pm

MINUTES APPROVED THIS
3th Day of November, 2021

Michael Scott, Mayor

Attest:

Leila Aman, City Manager

CITY OF MANZANITA
October 6, 2021
CITY COUNCIL MEETING

CALL MEETING TO ORDER: The meeting was called to order October 6, 2021 at 6:00 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, Building Official Scott Gebhart, and Licensing Ordinance Specialist Judy Wilson.

AUDIENCE INTRODUCTION: There were 37 people in attendance

CONSENT AGENDA:

- A.** APPROVAL OF MINUTES – August 25, 2021 Special City Council Meeting, September 8, 2021 City Council Special Workshop, September 8, 2021 City Council Meeting.
- B.** APPROVAL OF BILLS FOR PAYMENT

A motion was made by Tonjes, seconded by Nuttall, to approve the consent agenda that included approval of the August 25, 2021 Special City Council Meeting, September 8, 2021 City Council Special Workshop, and September 8, 2021 City Council Meeting; approve payment of bills and all subsequent bills subject to approval by the Mayor or Council President and City Manager.

PUBLIC COMMENTS AND COMMUNICATIONS: There was one comment regarding the Whispering Pines development, and one comment regarding water run-off due to new builds.

NEW BUSINESS:

A. Resolution No. 21-14 Designating City property as surplus and authorizing its sale or lawful disposal – Public Works Director Dan Weitzel – Public Works Director Weitzel stated that the City currently has one Public Works vehicle and one Police vehicle that are no longer in use. Weitzel recommends that the City declare the vehicles surplus and authorize sale or lawful disposal. The funds received from the sale will go to the Vehicle Replacement Fund.

A motion was made by Nuttall, seconded by Kozlowski, to approve 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. Motion passed unanimously.

B. Resolution No. 21-15 Delegating authority to the City Manager to enter into an Intergovernmental Agreement with the State of Oregon for the disposal of surplus property – Public Works Director Dan Weitzel – Public Works Director

Weitzel provided an overview of the proposed IGA with the State for the disposal of surplus property. The IGA facilitates the sale of goods between public agencies and eliminates the need for public bids, a process that is mutually beneficial for both entities.

A motion was made by Kozlowski, seconded by Tonjes, to approve 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.

C. Resolution No. 21-16 Repealing Resolution No. 14-06 and replacing it with Resolution No. 21-16 amending inspection and license fees for short term rentals and adding new inspection fees for short term rental inspections- City Manager Leila Aman and Licensing & Ordinance Specialist Judy Wilson – City Manager

Aman provided an overview of the current short term rental licensing and inspection/reinspection process. Aman stated that the fees for these services have not increased since 2010, and recommends an increase for inspection services for cost recovery, as well as adding a fee for new and follow up inspections.

A motion was made by Nuttall, seconded by Tonjes, to approve Resolution No. 21-16 Repealing Resolution No. 14-06 and replacing it with Resolution No. 21-16 amending inspection and license fees for short term rental inspections. Motion passed unanimously.

D. Special Event Permit – Key Assistant Location Manager Roger Faires – Location Manager Faires provided an overview of the Special Event Permit Application for the Big Indie Somebody production titled “Somebody I used to know”. The filming will be a caravan of three vehicles driving down Laneda, Ocean and Nehalem Rd. without stopping, while obeying all traffic laws.

A motion was made by Nuttall, seconded by Kozlowski, to approve the Special Event Permit application for Big Indie Somebody with the stipulation that the production crew obey all traffic laws. Motion passed 4-1 with Councilor Tonjes objecting.

E. Transportation Systems Plan Update – ODOT Senior Manager Ken Shonkwiler- Shonkwiler provided an update on the Transportation Systems Plan that is being developed as part of an ODOT grant awarded to the City. ODOT has been working with neighboring Cities Nehalem and Wheeler to come up with a long-term plan for transportation improvement within our communities. Shonkwiler estimates that the plan will be complete in 1-2 years.

OLD BUSINESS:

A. Emergency Supplies Update – Public Works Director Dan Weitzel – Public

Works Director Weitzel discussed what the Public Works Augmentation Team is and stated that the team has been collaborating with the City on the purchase and storage of emergency supplies. PWAT provided an update on the team's objectives and operation plan. The team aims to create a system that will store, maintain and distribute up to three weeks of emergency supplies for the community. Hiltenbrand estimates that the first phase of the project will be complete by December 2022.

B. City Hall construction project update- City Manager Leila Aman – City Manager Aman provided an update on the new City Hall construction project. Aman stated that the City has selected an Owners Representative for the project and presented a Notice of Intent to Award September 17, 2021. Aman will present the contract to Council at the November 3, 2021 City Council Meeting. In addition, the soil remediation at Underhill Plaza will begin October 18, 2021.

CITY MANAGER'S REPORT –

A. City Manager Leila Aman – City Manager Aman stated that the Neah-Kah-Nie Trail won a recent award on behalf of the Coalition of Recreation Trails. The annual achievement award is for outstanding use of recreational trails program fund. The Mayor and Connie Soper who wrote and submitted the application will accept the award on behalf of the City November 10, 2021.

Miscellaneous:

1. The City of Manzanita will hold Municipal Court on October 15, 2021 at 1:30 pm. Due to COVID-19 restrictions court continues to remain closed to the public.
2. There will be no Planning Commission Meeting for the month of October.

Mayor Scott adjourned the meeting at 7:33 p.m.

**MINUTES APPROVED THIS
3rd Day of November, 2021**

Michael Scott, Mayor

Attest:

Leila Aman, City Manager

City Council Meeting
October 6, 2021



City of Manzanita

COUNCIL RESOLUTION No. 21-17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANZANITA, OREGON, MAKING AN APPOINTMENT TO THE PLANNING COMMISSION.

WHEREAS, City of Manzanita Rules of Procedure authorizes the Mayor to make appointments to boards and committees with the consent of City Council; and

WHEREAS, John Nanson's term as a Planning Commissioner expires at the end of 2021; and

WHEREAS, the Mayor recommends reappointment of John Nanson to the Planning Commission.

Now, Therefore, be it Resolved by the City Council of the City of Manzanita, Oregon that John Nanson is hereby reappointed to the Planning Commission for a four-year term expiring December 31, 2025.

Introduced and adopted by the City Council on _____.

This resolution is effective on _____.

Michael Scott, Mayor

ATTEST:

Leila Aman, City Manager/ City
Recorder

BILLS FOR APPROVAL OF PAYMENT

From 10/01/2021 - 10/31/2021

VENDOR	TOTAL	ADMIN	POLICE	BLDG	COURT	PARKS	ROADS	Visitors Cnt	WATER
ADVANCED EXCAVATION (EXCAVATION SERVICES)	\$600.00								\$600.00
CHARTER (INTERNET SERVICE)	\$444.93	\$339.96						\$104.97	
CITY OF NEHALEM (FINE & ASSESSMENT PAYABLES)	\$671.00				\$671.00				
CITY OF WHEELER (FINE & ASSESSMENT PAYABLES)	\$1,825.00				\$1,825.00				
COAST PRINTING (PRINTER)	\$208.30	\$64.30	\$48.00	\$48.00					\$48.00
DMV (DRIVING RECORDS)	\$1.40				\$1.40				
DCBS (BUILDING QUARTLERLY STATE REMITTANCE)	\$5,365.67			\$5,365.67					
FCS GROUP (PROFESSIONAL SERVICES)	\$341.25			\$341.25					
FERGUSON (PLUMBING SUPPLIES)	\$12,655.67								\$12,655.67
GALLS-S (POLICE UNIFORM SUPPLIES)	\$6.11		\$6.11						
INTL CODE COUNCIL (MEMBERSHIP RENEWAL)	\$145.00			\$145.00					
LANE COUNCIL OF GVT (PROFESSIONAL SERVICES)	\$142.95			\$142.95					
LARRY BLAKE (JUDICIAL SERVICES)	\$400.00				\$400.00				
LINE-X (VEHICLE SUPPLIES)	\$235.00								\$235.00
MANZANITA LUMBER (LUMBER & SUPPLIES)	\$435.38		\$8.99						\$426.39

BILLS FOR APPROVAL OF PAYMENT

From 10/01/2021 - 10/31/2021

VENDOR	TOTAL	ADMIN	POLICE	BLDG	COURT	PARKS	ROADS	Visitors Cnt	WATER
MUNI REVS (STR CENSUS MONITORING)	\$1,165.00	\$1,165.00							
NAPA AUTO PARTS (AUTO SUPPLIES)	\$305.71						\$81.07		\$224.64
NEHALEM BAY READY MIX (MATERIALS)	\$579.16								\$579.16
ONE CALL (STATE LOCATE FEES)	\$12.00								\$12.00
ONE ELEVEN (IT SERVICES)	\$2,875.00	\$2,098.75		\$143.75	\$201.25				\$431.25
OREGON DEPT OF REVENUE (FINE & ASSESSMENT PAYABLES)	\$1,542.60				\$1,542.60				
PAC OFFICE AUTOMATION (COPY/POSTAGE SERVICE)	\$137.00	\$68.50		\$13.70	\$27.40				\$27.40
RHYNO NETWORKS (IT SERVICES)	\$374.60	\$216.00	\$66.00						\$92.60
RTI (PHONE SERVICE)	\$488.65	\$95.70	\$84.17		\$14.85				\$293.93
SAIF (WORKERS COMP INSURANCE)	\$1,242.10	\$13.31	\$430.98		\$1.72	\$35.77	\$152.71		\$607.61
SHELDON OIL CO. (FUEL)	\$1,388.67		\$778.86	\$93.87		\$25.80	\$128.99		\$361.15
STACY RODRIGUEZ (PROSECUTING ATTORNEY)	\$3,140.00	\$2,520.00			\$620.00				
SUBURBAN PROPANE (MATERIALS & SUPPLIES)	\$55.00	\$55.00							
SWEET SEPTIC (PORTABLES - FARMERS MKT)	\$456.00	\$456.00							
THE DATA CENTER (WATER BILLING)	\$889.64								\$889.64
TILLAMOOK COUNTY (FINE & ASSESSMENT PAYABLES)	\$451.40				\$451.40				

BILLS FOR APPROVAL OF PAYMENT

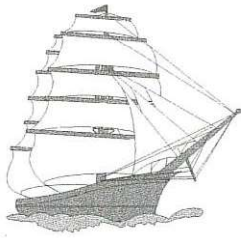
From 10/01/2021 - 10/31/2021

VENDOR	TOTAL	ADMIN	POLICE	BLDG	COURT	PARKS	ROADS	Visitors Cnt	WATER
TILLAMOOK COUNTY TAXES (PROPERTY TAXES - UNDERHILL)	\$1,690.14	\$1,690.14							
TILLAMOOK MOTOR (VEHICLE SUPPLIES)	\$49.88		\$49.88						
TILLAMOOK PUD (ELECTRIC SERVICE)	\$3,276.68	\$163.76	\$114.30			\$80.15	\$609.00	\$86.85	\$2,222.62
US BANK (CITY VISA)	\$5,343.82	\$14.99	\$539.96	\$219.00		\$549.00	\$182.39		\$3,838.48
VERIZON (CELL & DESK PHONE SERVICE)	\$1,434.24	\$418.97	\$327.25	\$123.99				\$64.00	\$500.03
TOTALS	\$50,374.95	\$9,380.38	\$2,454.50	\$6,637.18	\$5,756.62	\$690.72	\$1,154.16	\$255.82	\$24,045.57

RECEIVED

OCT 22 2021

City of Manzanita
Application for Special Event Permit



CITY OF MANZANITA

Date of request: Oct. 22, 2021jo.cooper@evcnb.orgPerson making request: Jo CooperMailing address: PO Box 264 Nehalem, OR 97131Phone number: 503-368-6249 Cel number: 503-801-1986Organization (if applicable): EVCNB CERTType of event: CERT final (Community Emergency Response Team)Date(s): Nov 20 to Nov 20 Hours: 8 AM to 5 PMLocation: Underhill Plaza(check which apply) Public Event: ☐ Private Event: ☐ Charitable: ☒ Profit: ☐Non-profit: ☐ Public Property Used: ☐ Private Property Used: ☐Estimated attendance: 28 at the mostPolice, Fire or Medical support available or needed? Yes: ☐ No: ☒Restrooms Available: Yes ☒ No: ☐ Handicap Accessible: Yes ☐ No: ☒Alcohol Served/Sold/Consumed: Yes: ☐ No: ☒ Type: _____Live Entertainment: Yes: ☐ No: ☒ Type: _____Describe Event Support Staff: Emergency Volunteer Corp volunteers to train new recruitsDescribe Parking Conditions: where people park for Friday market

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

In the morning new trainees will practice medical skills and basic training.PM- practice skills using disaster scenario



City of Manzanita

P.O. Box 129, Manzanita, OR 97130-0129
Phone (503) 368-5343 Fax (503) 368-4145

SPECIAL EVENT PERMIT

2021-0

APPLICANT:

Jo Cooper
EVCNB - CERT
P.O. Box 264
Nehalem, OR 97131

503- 368-6249

EVENT:

Final training exercise for new CERT recruits. This will be held November 20th at City Plaza from 8 am to 5 pm.

*By accepting this permit and these terms you hereby agree to hold harmless the City Manzanita.

At the November 3, 2021, meeting, the Manzanita City Council APPROVED this Special Event Permit subject to the following conditions:

1. Organizers must provide a certificate of insurance to the City for general liability and property damage coverage for this event in a minimum coverage amount of \$1,000,000. The City of Manzanita must be listed as an additional named insured on this policy. This certificate must be submitted to the City prior to November 20, 2021
2. Organizers must make advance arrangements with the Public Works Department for any traffic cones or barricades needed and may be required to acquire similar equipment from other sources. Organizers are responsible for picking up and returning any materials to the Public Works Department.
3. Organizers shall be responsible for cleaning up trash or any debris related to the event immediately following the event. Any markings on the street or other City property must be washed off within one day.
4. This permit is for November 20, 2021, only, and City Council approval will be required for subsequent events or changes to this permit.

Leila Aman, City Manager/Recorder
November 3, 2021



COUNCIL STAFF REPORT

To: Mayor and City Council

Date Written: October 22,
2021

Reviewed: Leila Aman, City Manager

From: Judy Wilson, License & Ordinance Specialist

Subject: **Amending Emergency Information Requirements for Short-Term Rentals**

ACTION REQUESTED

Adopt resolution to amend emergency information requirements for short-term rentals.

HISTORY OF PRIOR ACTIONS AND DISCUSSIONS

June 9, 2010 City Council Adopted Resolution 10-04 Establishing Emergency Information Requirements for Short Term Rentals

June 9, 2015 City Council Adopted Resolution 15-01 Amending Emergency Information Requirements for Short Term Rentals and Rescinding Resolution 10-04

ANALYSIS

Staff are proposing amendments to the City's emergency information requirements for short-term rentals which:

1. Incorporate related requirements in amended Ordinance 10-03: An Ordinance Establishing Rules and Regulations Relating to Short Term Rentals.
2. Correct information in Appendix A: Emergency Information for Visitors.

BUDGET IMPACT

None

WORKLOAD IMPACT

None

CLIMATE IMPACT

None

COORDINATION, CONCURRENCE, OR DISSENT

None

STAFF RECOMMENDATION

Council adopt proposed resolution amending emergency information requirements for short-term rentals and repealing resolution 15-01.

ALTERNATIVES

Council can elect to adopt the new resolution, adopt it with changes, or send it back to staff for revision.

ATTACHMENTS 1.

Resolution 21-18



City of Manzanita

COUNCIL RESOLUTION No. 21-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANZANITA, OREGON, AMENDING EMERGENCY INFORMATION REQUIREMENTS FOR SHORT-TERM RENTALS AND RESCINDING RESOLUTION NO. 15-01.

WHEREAS, Section 4(f) of Ordinance 10-03 requires emergency information to be placed in short-term rentals within the City to assist renters in dealing with natural disasters, power outages and other emergencies; and

WHEREAS, Section 4(f) of Ordinance 10-03 provides that the minimum information and equipment to be provided in the short-term rental shall be as determined by resolution of the City Council; and

WHEREAS, the current emergency information requirements are now outdated and need to be updated;

Now, Therefore, be it Resolved that;

Section 1. Tsunami information. A laminated map showing the tsunami evacuation zone shall be posted in a prominent location within every short-term rental. The map shall be marked with the specific evacuation route from the short-term rental to the nearest assembly area. A copy of the Tsunami Evacuation Map for Manzanita-Nehalem -Wheeler issued by the Oregon Department of Geology and Mineral Industries shall be provided in each short-term rental.

Section 2. Emergency information. A list of telephone numbers as shown in the attached Appendix A of this resolution shall be provided in each short-term rental with directions on how to contact police, fire, emergency medical or other emergency services including the emergency information website.

Section 3. Local agent. The name and telephone number of the owner or local agent who can be reached on a 24-hour basis shall be posted in a conspicuous location in the short-term rental.

Section 4. Emergency communications. A land line telephone which is operative during power outages and/or a NOAA emergency radio is strongly recommended.

Section 5. Resolution No.15-01 adopted by the City Council on March 4, 2015, is hereby rescinded.

Introduced and adopted by the City Council on _____.

This resolution is effective on _____.

Michael Scott, Mayor

ATTEST:

Leila Aman, City Manager/ City
Recorder



COUNCIL STAFF REPORT

To: Mayor and City Council

Date Written: October 26,
2021

From: Leila Aman, City Manager

Subject: **Intergovernmental Agreement with Oregon Parks and Recreation Department
for Law Enforcement Services**

ACTION REQUESTED

Approve resolution delegating authority to the City Manager to execute an Intergovernmental Agreement with Oregon Parks and Recreation Department (OPRD) for Police Services.

HISTORY OF PRIOR ACTIONS AND DISCUSSIONS

April 30, 2021 City Council Authorized contracts with the cities of Wheeler and Nehalem for Police Services. It was discussed that the contract for OPRD was in progress.

ANALYSIS

The City of Manzanita Police Department have provided law enforcement services to assist OPRD park rangers since July of 1998 with the last contract having expired in June 2021.. OPRD informed the City in June that they needed additional time to revise the contracting method to comply with state contracting law. City staff have been actively working with OPRD on this, and the result is the attached Intergovernmental Agreement.

Over the years, OPRD has determined that contracting for law enforcement services provides a quicker and dedicated response during peak visitation. Assistance from City helps ensure disturbances and other situations are dealt with appropriately and in a timely manner, often before they escalate into more serious issues. The presence of a City officer provides an improved visitor safety and experience, while visitors enjoy their recreation experience.

Police provide services to Nehalem Bay State Park and Oswald West State Park. The proximity and connection of these areas to the City make the provision of services efficient. The contract calls for 7 hours per week during the high season, June – August, and 4 hours per week September – May. The City also retains the fees collected from citations issued at the state parks, after the state and county fees are paid.

BUDGET IMPACT

The City will receive payment for these services in the amount of \$27,500 per year for FY 2022 and FY 2023 for a total of \$55,000. The City also receives revenue from citations issued. Last year an estimated \$23,000 was generated in citations for the city.

WORKLOAD IMPACT

The Police Department already provides services to OPRD so there would be no additional workload impact beyond current duties.

COORDINATION, CONCURRENCE, OR DISSENT

This has been reviewed by the City Attorney and is a 95% draft. The final draft will be approved by the City Attorney before it is signed by the City Manager. The Police Chief has reviewed and concurs with the recommendation, terms of the agreement and scope of work.

STAFF RECOMMENDATION

Adopt resolution authorizing the City Manager to execute an Intergovernmental Agreement with OPRD for Law Enforcement services.

ALTERNATIVES

The Council may decline to approve the IGA and discontinue providing police services to Nehalem Bay State Park and Oswald West.

ATTACHMENTS

1. Draft IGA
2. Resolution 21-19

INTERGOVERNMENTAL AGREEMENT

8965 Law Enforcement Services

This Agreement is between the State of Oregon acting by and through its Oregon Parks and Recreation Department (OPRD) and the City of Manzanita (City), each a Party and together, the Parties.

SECTION 1: AUTHORITY

This Agreement is authorized by ORS 190.110, ORS 279A.050(6)(d).

SECTION 2: PURPOSE

The purpose of this Agreement will be for City to provide law enforcement services for at Nehalem Bay State Park and Oswald West State Park located near the City of Manzanita, Oregon as described in Exhibit A, Statement of Work.

SECTION 3: EFFECTIVE DATE AND DURATION

This Agreement is effective after all necessary approvals have been obtained or on the date of the last signature, whichever is later (Effective Date), and terminates on **June 30, 2023** unless terminated earlier in accordance with Section 16.

SECTION 4: AUTHORIZED REPRESENTATIVES

4.1 OPRD's Authorized Representative is:

Justin Parker, OPRD North Coast District
Oregon Parks and Recreation Department
100 Peter Iredale Rd
Hammond, OR 97121
503-861-3170 ext. 23
Email: Justin.Parker@oregon.gov

OPRD Alternate Contact

Alan Freudenthal
Coastal Region Operations Support Manager
Oregon Parks and Recreation Department
PO Box 2139
Waldport, OR 97394
541-270-8235
Email: Alan.Freudenthal@oregon.gov

4.2 City's Authorized Representative is:

Leila Aman, City Manager
City of Manzanita
PO Box 129
Phone: 503-368-5343
Email: laman@ci.manzanita.or.us

4.3 A Party may designate a new Authorized Representative by notice to the other Party, as provided by Section 22.

SECTION 5: RESPONSIBILITIES OF EACH PARTY

- 5.1 City shall perform the Services as set forth on Exhibit A and perform as otherwise required under this Agreement, including Exhibit A.
- 5.2 OPRD will pay City for provision of those Services as described in Section 6 and perform as otherwise required under this Agreement, including Exhibit A.

SECTION 6: COMPENSATION AND PAYMENT TERMS

- 6.1 OPRD shall compensate the City for services performed based on the provisions set forth below, subject to the terms of this Contract. Subject to the following, OPRD's payments to City under this Agreement shall not exceed \$150,000.

- \$27,500 for the period of July 1, 2021 to June 30, 2022; and
- \$27,500 for the period of July 1, 2022 to June 30, 2023.

The payments shall be the sole monetary obligation of OPRD and OPRD's obligation to pay is limited by the provision of Section 17, Termination. Payment of all operating costs, federal state, county or city taxes/assessments and any other charges imposed by law upon employers shall be the responsibility of City.

- 6.2 City shall submit all invoices to OPRD's Authorized Representative once per fiscal year. All requests for payment must include documentation of expenditures for OPRD to determine conformance with the terms of the Agreement. City must include "Agreement 8965" on all invoices and other documents submitted. OPRD's Authorized Representative or designee will review monthly reports received and will contact City promptly to report any discrepancies or missing documentation.
- 6.3 OPRD will pay City within 30 days of receipt of a timely invoice, unless OPRD has reported any discrepancy in which case payment will be made within 30 days of a corrected invoice. Payments will be based on the amount owed for Services performed, as established by the coverage schedule for the relevant year. All payments are contingent on satisfactory progress or completion of work to date, as determined by OPRD. All requests for payment are subject to the approval of OPRD. Final payment will be made after final acceptance of all work.

6.4 OPRD shall make payments in the form of a State of Oregon warrant (check) payable to City. OPRD will send payments to City at the address specified in the invoices.

6.5 OPRD will not reimburse City for travel or any other additional expenses under this Agreement.

SECTION 7: REPRESENTATIONS AND WARRANTIES

City represents and warrants to OPRD that:

- 7.1 City is a city duly organized and validly existing under Oregon law. City has the power and authority to enter into and perform this Agreement;
- 7.2 The making and performance by City of this Agreement; (a) have been duly authorized by City; (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of City's charter or other organizational document; and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which City is party or by which City may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by City of this Agreement, other than those that have already been obtained;
- 7.3 This Agreement has been duly executed and delivered by City and constitutes a legal, valid and binding obligation of City enforceable in accordance with its terms;
- 7.4 City has the skill and knowledge possessed by well-informed members of the industry, trade, or profession most closely involved in providing the services under this Agreement, and City shall apply that skill and knowledge with care and diligence to perform its obligations under this Agreement in a professional manner and in accordance with the highest standards prevalent in the related industry, trade or profession; and
- 7.5 City shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform its obligations under this Agreement.

The representations and warranties set forth in this section are in addition to, and not in lieu of, any other representations or warranties provided by City.

SECTION 8: ALTERNATIVE DISPUTE RESOLUTION

The Parties should attempt in good faith to resolve any dispute arising out of or relating to this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration ONLY) to resolve the dispute short of litigation.

SECTION 9: GOVERNING LAW, CONSENT TO JURISDICTION

This Agreement 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 OPRD or any other agency or department of the State of Oregon, or both, and City that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion City 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 sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. City, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

SECTION 10: [RESERVED]

SECTION 11: CONTRIBUTION

- 11.1** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (a Third Party Claim) against a Party (the Notified Party) with respect to which the other Party (the Other Party) may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process and all legal pleadings with respect to the Third Party Claim. Either Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and a meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.
- 11.2** With respect to a Third Party Claim for which OPRD is jointly liable with City (or would be if joined in the Third Party Claim), OPRD shall contribute to the amount of expenses, judgments, fines, and amounts paid in settlement actually and reasonably incurred and paid or payable by City in such proportion as is appropriate to reflect the relative fault of OPRD on the one hand, and of City on the other hand, in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of OPRD on the one hand, and of City on the other hand, shall be determined by OPRD by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. OPRD's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.
- 11.3** With respect to a Third Party Claim for which City is jointly liable with OPRD (or would be if joined in the Third Party Claim), City shall contribute to the amount of expenses, judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by OPRD in such proportion as is appropriate to reflect the relative fault of City on the one hand, and of OPRD on the other hand, in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of City on the one hand, and of OPRD on the other hand, shall

be determined by OPRD by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. City's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding, including any limitations or restrictions established under the Oregon Tort Claims Act.

SECTION 12: CITY DEFAULT

City shall be in default under this Agreement upon the occurrence of any of the following events:

- 12.1** City fails to perform, observe, or discharge any of its covenants, agreements, or obligations under this Agreement;
- 12.2** Any representation, warranty, or statement made by City in this Agreement or in any documents or reports relied upon by OPRD to measure the delivery of services, the expenditure of funds, or the performance by City is untrue in any material respect when made;
- 12.3** City: (a) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property; (b) admits in writing its inability, or is generally unable, to pay its debts as they become due; (c) makes a general assignment for the benefit of its creditors; (d) is adjudicated a bankrupt or insolvent; (e) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect); (f) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts; (g) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code; or (h) takes any action for the purpose of effecting any of the foregoing;
- 12.4** A proceeding or case is commenced, without the application or consent of City, in any court of competent jurisdiction, seeking: (a) the liquidation, dissolution or winding-up, or the composition or readjustment of debts of City; (b) the appointment of a trustee, receiver, custodian, liquidator, or the like of City or of all or any substantial part of its assets; or (c) similar relief in respect to City under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving, or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty (60) consecutive days, or an order for relief against City is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect); or
- 12.5** City fails to maintain a policy and practice of preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class that meets the requirements established by Oregon Laws 2017, Chapter 212, Section (2). City agrees that it will maintain this policy and practice for the duration of the Agreement and that it will certify to the existence and maintenance of this policy and practice. City recognizes that this is a material term of this Agreement.

SECTION 13: OPRD DEFAULT

OPRD will be in default under this Agreement if OPRD fails to perform, observe, or discharge any of its covenants, agreements, or obligations under this Agreement.

SECTION 14: REMEDIES

- 14.1** In the event City is in default under Section 12, OPRD may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (a) termination of this Agreement under Section 17; (b) requiring City to perform, at City's expense, additional work necessary to satisfy its performance obligations or meet performance standards under this Agreement; or (c) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief. These remedies are cumulative to the extent the remedies are not inconsistent, and OPRD may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.
- 14.2** In the event OPRD is in default under Section 13 and whether or not City elects to exercise its right to terminate this Agreement under Section 17.3.3, or in the event OPRD terminates this Agreement under Sections 17.2.1, 17.2.2, 17.2.3, or 17.2.5, City's sole monetary remedy will be: (a) a claim for unpaid invoices for Services completed and accepted by OPRD, for Services completed and accepted by OPRD within any limits set forth in this Agreement but not yet invoiced. In no event will OPRD be liable to City for any expenses related to termination of this Agreement in accordance with its terms or for anticipated profits. If previous amounts paid to City exceed the amount due to City under this Section 14.2, City shall promptly pay any excess to OPRD.

SECTION 15: RECOVERY OF OVERPAYMENTS

If payments to City under this Agreement, or any other agreement between OPRD and City, exceed the amount to which City is entitled, OPRD may, after notifying City in writing, withhold from payments due City under this Agreement, such amounts, over such periods of time, as are necessary to recover the amount of the overpayment.

SECTION 16: LIMITATION OF LIABILITY

EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTION 11, NEITHER PARTY WILL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER THE LIABILITY CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. NEITHER PARTY WILL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS.

SECTION 17: TERMINATION

- 17.1** This Agreement may be terminated at any time by mutual written consent of the Parties.

17.2 OPRD may terminate this Agreement as follows:

- 17.2.1** Upon thirty (30) days advance written notice to City;
- 17.2.2** Immediately upon written notice to City, if OPRD fails to receive funding, or appropriations, limitations, or other expenditure authority at levels sufficient in OPRD's reasonable administrative discretion, to perform its obligations under this Agreement;
- 17.2.3** Immediately upon written notice to City, if federal or state laws, rules, regulations, or guidelines are modified or interpreted in such a way that OPRD's performance under this Agreement is prohibited or OPRD is prohibited from paying for its obligations under the agreement from the planned funding source;
- 17.2.4** Immediately upon written notice to City, if City is in default under this Agreement and such default remains uncured fifteen (15) days after written notice thereof to City; or
- 17.2.5** As otherwise expressly provided in this Agreement.

17.3 City may terminate this Agreement as follows:

- 17.3.1** Immediately upon written notice to OPRD, if City fails to receive funding, or expenditure authority at levels sufficient in City's reasonable administrative discretion, to perform its obligations under this Agreement;
 - 17.3.2** Immediately upon written notice to OPRD, if federal or state laws, rules, regulations, or guidelines are modified or interpreted in such a way that City's performance under this Agreement is prohibited or City is prohibited from paying for such performance from the planned funding source;
 - 17.3.3** Immediately upon written notice to OPRD, if OPRD is in default under this Agreement and such default remains uncured fifteen (15) days after written notice thereof to OPRD; or
 - 17.3.4** As otherwise expressly provided in this Agreement.
- 17.4** Upon receiving a notice of termination of this Agreement, City shall immediately cease all activities under this Agreement, unless OPRD expressly directs otherwise in such notice. Upon termination, City shall deliver to OPRD all documents, information, works-in-progress, work product, and other property that are or would be deliverables under the Agreement. And upon OPRD's reasonable request, City shall surrender all documents, research or objects or other tangible things needed to complete the work that was to have been performed by City under this Agreement.

SECTION 18: INSURANCE

- 18.1** City agrees to maintain insurance levels or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS Chapter 30.

SECTION 19: NONAPPROPRIATION

OPRD's obligation to pay any amounts and otherwise perform its duties under this Agreement is conditioned upon OPRD receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow OPRD, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement. Nothing in this Agreement may be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of OPRD.

SECTION 20: [RESERVED]

SECTION 21: AMENDMENTS

The terms of this Agreement may not be altered, modified, supplemented, or otherwise amended, except by written agreement of the Parties.

SECTION 22: NOTICE

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement must be given in writing by email, personal delivery, or postage prepaid mail, to a Party's Authorized Representative at the physical address, or email address set forth in this Agreement, or to such other addresses as either Party may indicate pursuant to this Section 21. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Email Notices are deemed delivered to recipient when emailed.

Parties agree to respond to each other's communications in a timely manner.

SECTION 23: SURVIVAL

All rights and obligations of the Parties under this Agreement will cease upon termination of this Agreement, other than the rights and obligations arising under Sections 9, 11, 15, 16, and 23 hereof and those rights and obligations that by their express terms survive termination of this Agreement; provided, however, that termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

SECTION 24: SEVERABILITY

The Parties agree that 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 will be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

SECTION 25: COUNTERPARTS

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.

SECTION 26: COMPLIANCE WITH LAW

In connection with their activities under this Agreement, the Parties shall comply with all applicable federal, state, and local laws.

SECTION 27: INDEPENDENT CONTRACTORS

The Parties agree and acknowledge that their relationship is that of independent contracting parties and that City is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

SECTION 28: INTENDED BENEFICIARIES

OPRD and City are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

SECTION 29: FORCE MAJEURE

Neither Party is responsible for any failure to perform or any delay in performance of any obligations under this Agreement caused by fire, civil unrest, labor unrest, natural causes, or war, which is beyond that Party's reasonable control. Each Party shall, however, make all reasonable efforts to remove or eliminate such cause of failure to perform or delay in performance and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. OPRD may terminate this Agreement upon written notice to City after reasonably determining that any failure or delay will likely prevent successful performance of this Agreement.

SECTION 30: ASSIGNMENT AND SUCCESSORS IN INTEREST

City may not assign or transfer its interest in this Agreement without the prior written consent of OPRD, and any attempt by City to assign or transfer its interest in this Agreement without such consent will be void and of no force or effect. OPRD's consent to City's assignment or transfer of its interest in this Agreement will not relieve City of any of its duties or obligations under this Agreement. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

SECTION 31: SUBCONTRACTS

City shall not, without OPRD's prior written consent, enter into any subcontracts for any of the work required of City under this Agreement. OPRD's consent to any subcontract will not relieve City of any of its duties or obligations under this Agreement.

SECTION 32: TIME IS OF THE ESSENCE

Time is of the essence in City's performance of its obligations under this Agreement.

SECTION 33: MERGER, WAIVER

This Agreement and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver or consent under this Agreement binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given. EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

SECTION 34: RECORDS MAINTENANCE AND ACCESS

City shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, City shall maintain any other records, books, documents, papers, plans, records of shipments, and payments and writings of City, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document City's performance. All financial records, other records, books, documents, papers, plans, records of shipments, payments, and writings of City, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as Records. City acknowledges and agrees that OPRD and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts.

City shall retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following 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. Subject to foregoing minimum records retention requirement, City shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

SECTION 35: HEADINGS

The headings and captions to Sections of this Agreement have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Agreement.

SECTION 36: AGREEMENT DOCUMENTS

This Agreement consists of the following documents, which are listed in descending order of precedence: this Agreement less all exhibits, attached Exhibit A (Statement of Work).

SECTION 37: CERTIFICATIONS

Any individual signing on behalf of City hereby certifies and swears under penalty of perjury:

(a) City is not subject to backup withholding because (i) City is exempt from backup withholding, (ii) City has not been notified by the IRS that City is subject to backup withholding as a result of a failure to CERTIFICATIONS report all interest or dividends, or (iii) the IRS has notified City that City is no longer subject to backup withholding; (b) s/he is authorized to act on behalf of City, s/he has authority and knowledge regarding City's payment of taxes, and to the best of her/his knowledge, City is not in violation of any Oregon tax laws. For the purposes of this certification, "OREGON tax laws" means a state tax imposed by ORS 320.005 to 320.150 and ORS 403.200 to 403.250 and ORS Chapters 118, 314, 316, 317, 318, 321 and 323 and local taxes administered by the Oregon Department of Revenue under ORS 305.620; (c) City is an independent contractor as defined in ORS 670.600; and (d) City has a policy of preventing sexual harassment, sexual assault, and discrimination against employees who are a member of a protected class that includes, at a minimum, the requirements established by Oregon Laws 2017, Chapter 212, section (2), including: written notice to each employee that clearly prohibits and specifies disciplinary measures for conduct that constitutes sexual harassment, sexual assault, or discrimination against any member of a protected class; a clear process that enables an employee that experiences or witnesses conduct that constitutes sexual harassment, sexual assault, or discrimination against a member of a protected class to report and stop the conduct; a clear process that guides the City in responding to a report, resolving the issues identified in the report, and disciplining employees who engaged in proscribed conduct; a regular written procedure for submitting a report that identifies the specific individuals to whom an employee may submit the report and the individuals who have responsibility for resolving issues identified in the report; a practice of treating as confidential, to the extent permitted by law, any report that an employee makes; a prohibition against retaliating against an employee who experiences or witnesses, and reports, conduct that constitutes sexual harassment, sexual assault, or discrimination against a member of a protected class; a prohibition against discrimination in providing benefits to an employee or a dependent of the employee based on the employee's membership in a protected class or the membership of the employee's dependent in a protected class; and a prohibition on denying benefits to an employee or a dependent of the employee based solely on the employee's gender identity or the gender identity of the employee's dependent, if the prospective contractor provides health insurance or health care benefits. City certifies that it will maintain the policy and practice in force during the entire term of this Agreement.

SECTION 38: SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

**STATE OF OREGON acting by and through its
Oregon Parks and Recreation Department (OPRD)**

By: _____ Date _____
Name and Title

City of Manzanita (City)

By: _____ Date _____
Name and Title

DRAFT

EXHIBIT A STATEMENT OF WORK

1. BACKGROUND

Nehalem Bay State Park and Oswald West State Park are located near the city of Manzanita. The purpose of this Agreement will be for OPRD to secure law enforcement services from the City of Manzanita (City) to assist OPRD park rangers with the enforcement of the Oregon Administrative Rules that it has authority to enforce for state parks. Services will be provided at the above state parks. This agreement also allows City officers to legally access OPRD property and to enforce laws of the state that they otherwise have independent authority to enforce when they are lawfully on OPRD property.

Over the years, OPRD has determined that contracting for law enforcement services provides a quicker and dedicated response during peak visitation. Assistance from City helps ensure disturbances and other situations are dealt with appropriately and in a timely manner, often before they escalate into more serious issues. The presence of a City patrol deputy provides an improved visitor safety and experience, while visitors enjoy their recreation experience.

2. SCOPE

City agrees to patrol Nehalem Bay State Park and Oswald West State Park. City Police Officers are designated to represent the City of Manzanita Police Department. City Officer(s) and OPRD Park Manager will coordinate the law enforcement schedule. The actual schedule may be adjusted based on enforcement needs. The primary focus shall be visitor safety, the enforcement of Park rules, and Oregon Revised Statutes at Nehalem Bay and Oswald West State Park.

3. Service Periods

City to cover the number of hours set forth in the table below, exclusive to Park rule enforcement, as long as they are sworn peace officers with the appropriate training to enforce Park rules and Oregon Revised Statutes.

Service Periods	Number of Weeks	Hours per Week
June – August	13	7
September – May	39	4

4. Authority and Enforcement.

This agreement provides City with authority enforce to OAR 736-015-0010 through 0030, and OAR 736-016-0010 through 0020 and obligates them to enforce these rules when they are providing Services under this Agreement; including excluding persons from park property, using the minimum force necessary, given the nature of the offense and any mitigating circumstances.

Enforcement guidelines include, in the following order of escalation:

- Verbal Warnings
- Written Personal Notices of Exclusions
- Violation Notices
- Arrests

City agrees to tailor its enforcement action (including the degree to which it escalates its response) to the severity of the relevant behavior or activity. This agreement also allows City officers to legally access OPRD

property and to enforce laws of the state that they otherwise have independent authority to enforce when they are lawfully on OPRD property but does not provide City officers with authority to enforce any laws that are outside of OPRD's organic authority. OPRD authorizes that all citations, complaints, etc. may be issued to the Manzanita Municipal Court, Tillamook County Justice Court, or Circuit Court of the State of Oregon as may be appropriate.

5. Intervention

City shall provide on-site assistance including, but not limited to:

- Resolving Visitor Disputes
- Promoting Positive Visitor Interaction
- Traffic Control
- Campground and Day Use Patrols in vehicles
- Regulation Enforcement
- Enforcing the requirements of the Oregon Administrative Rules stated above in Section 4 of this Exhibit A.

6. Outcomes

To measure effective outcomes, the following actions are required:

- Monthly Activity Reports on contacts and incidents to be forwarded to Park Manager
- Debriefing each September, to include evaluation and recommendations for next summer.

7. CITY OBLIGATIONS.

City shall perform the tasks and provide the deliverables (the "Work") set forth in this section according to the requirements, standards, and expectations set forth in this Agreement.

- Perform the Work according to the stated tasks, requirements, schedule, and relevant industry standards;
- Keep a record of the Work performed on monthly reports in a format agreed upon by both parties.

8. OPRD OBLIGATIONS

OPRD shall:

- Provide access to the OPRD properties for the dates and times shown in the coverage schedule and for any additional times and dates that Services have been requested by OPRD, as stated above; and
- Provide City deputy with a point of contact for each park for the deputy notify when they arrive to provide the services schedule;



City of Manzanita

COUNCIL RESOLUTION No. 21-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANZANITA, OREGON, AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH OREGON PARKS AND RECREATION DISTRICT (OPRD) FOR LAW ENFORCEMENT SERVICES FOR FY 22 AND FY 23.

WHEREAS, The City of Manzanita Police Department have provided law enforcement services for OPRD for Nehalem Bay State Park and Oswald West State Park the last 22 years; and

WHEREAS, the city and OPRD have agreed to terms to continue this service for Nehalem Bay State Park and Oswald West State Park;

Now, Therefore, be it Resolved the City Council of the City of Manzanita authorize the City Manager to finalize and enter into an Intergovernmental Agreement with OPRD for the purpose of providing Law Enforcement services for Nehalem Bay State Park and Oswald West State Park expiring June 30, 2023.

Introduced and adopted by the City Council on _____.

This resolution is effective on _____.

Michael Scott, Mayor

ATTEST:

Leila Aman, City Manager/ City
Recorder



COUNCIL STAFF REPORT

To: Mayor and City Council

Date Written: October 22,
2021

From: Leila Aman, City Manager

Subject: **Contract for Owners Representative Services for the City Hall Construction Project**

ACTION REQUESTED

Authorize the City Manager to execute a Personal Services Agreement with Klosh, Inc. for the purpose of providing Owners Representative Services in an amount not to exceed \$126,038.

HISTORY OF PRIOR ACTIONS AND DISCUSSIONS

August 4, 2021 Staff provided City Council with an update.

September 8, 2021 Staff provided City Council with an update.

October 6, 2021 Staff provided City Council with an update.

ANALYSIS

Selection Process

On July 28, 2021, the City of Manzanita issued a Request for Proposals (RFP) for Owners Representative Services for the City Hall Construction Project. The city received four proposals by the August 20th deadline. Proposals were evaluated by a three-person selection committee which included the City Manager and Councilors Kozlowski and Spegman. Brad Berman, a development professional and subject matter expert who has been engaged in the Manzanita Listens process also provided feedback to the committee on the proposals but was not a voting member of the committee. The committee evaluated the proposals using the following criteria:

Criteria	Maximum Points
Introductory Letter	Pass/fail
Team Capacity and Relative Experience	20
Community Engagement Experience	20
Civic Facilities Experience	5
CM/GC Experience and Qualifications	5
Project Approach and Methods Proposed	20
Cost	20
Overall quality of response	10
TOTAL	100

The top three firms included Klash, Inc, OTAK and MJOC, were interviewed and evaluated based on their team experience, community engagement experience, their approach and overall interview quality.

As a result of this process the committee unanimously selected Klash, Inc as the most qualified firm to move the City Hall construction project forward. The project team will be led by David Dwyer and Jim Wiliford. The team brings a depth of construction experience, specifically along the Oregon coast. They also bring with them strong community engagement and communication skills and have experience leading communities through the design process and facilitating community input and feedback.

Contract

The Project has been divided into the following phases:

- Phase 1: Services provided through the completion of master planning and 30% complete schematic design documents.
- Transition Period: Up to 58 hours of Services as may be requested by Owner after completion of Phase 1 and before commencement of Phase 2.
- Phase 2: Services provided after completion of Phase 1 through Project close-out.

The maximum total compensation for the contract is \$126,038. The total compensation for Phase 1 is \$36,571. If City adds the transition period the total compensation will be \$44,457 and if the City adds Phase 2 to the scope of Services authorized under this agreement, the maximum total compensation, not including any reimbursable expenses, payable to Consultant under the Agreement will be \$126,038.

Staff are asking that Council authorize the City Manager to enter into the Agreement as described in the proposed contract. The City Manager will authorize Phase 1 and Transition services. City Council will determine when the project will proceed into Phase 2 design and construction.

BUDGET IMPACT

There is \$100,000 budgeted for in Contract Services and another \$20,000 in Professional Service for the City Hall Expansion Fund for Fiscal Year 2022. This provides sufficient resources to cover Phase 1 and the transition period. If Phase 2 is executed prior to the start of the next budget cycle a budget amendment may be required, however there are sufficient resources in the City Hall Construction fund to support the full amount of this contract.

WORKLOAD IMPACT

The addition of an Owners Representative will dramatically impact the City Managers workload by both reducing some work tasks but will add significant additional management and oversight responsibilities. On balance, however, the introduction of an OR will provide much needed support to the City Manager and allow for the project to advance more efficiently.

COORDINATION, CONCURRENCE, OR DISSENT

The City Attorney drafted this agreement and has provided review and feedback on revisions and the scope of work. The City Attorney has reviewed and approved the contract.

STAFF RECOMMENDATION

Approve Resolution Authorizing the City Manager to Enter into a Personal Services Agreement with Klash, Inc in an amount not to exceed \$126,038 for Owners Representative Services for the City Hall Construction Project.

ALTERNATIVES

Council can decide not to approve the contract and cancel the RFP. Council can decide not to approve the contract and ask for additional terms.

ATTACHMENTS

1. Draft Contract
2. Resolution 21-20

PROFESSIONAL SERVICES AGREEMENT
Between
CITY OF MANZANITA
and
[KLOSH GROUP, INC]

This Professional Services Agreement ("Agreement") is made by and between the City of Manzanita, a municipal corporation of the State of Oregon ("City") and [Klosh Group, Inc] ("Consultant"), for Owner's Representative and project management. 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: Klosh Group, Inc.

Address: 4854A SW Scholls Ferry Road

City, State, ZIP: Portland, OR 97225

Business Telephone: 503-679-0259

Facsimile:

E-mail: jeff@kloshgroup.com

Federal Tax Identification Number ("TIN") or Social Security Number ("SSN"): 81-1693172

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: _____]
-

DRAFT

TERMS AND CONDITIONS

1. General Project and Agreement Information.

- a. Project Description: Assist City by providing Owner's Representative and project management services as more fully described in City's Request for Proposals ("RFP") dated July 28, 2021 and incorporated by reference herein and Exhibit C (Scope of Work) to this Agreement (the "Services") for the design and construction of a new City Hall (the "Project"). The Project is divided into the following phases:
 1. Phase 1: Services provided through the completion of master planning and 30% complete schematic design documents.
 2. Transition Period: Up to 58 hours of Services as may be requested by Owner after completion of Phase 1 and before commencement of Phase 2.
 3. Phase 2: Services provided after completion of Phase 1 through Project close-out.

This Agreement is, initially, for Services during Phase 1 only. Consultant will not provide Services for the Transition Period or Phase 2 unless Consultant receives written notice from City that City is (i) adding Transition Period or Phase 2 Services, as applicable, to the scope of this Agreement and (ii) authorizing Consultant to begin providing Transition Period or Phase 2 Services, as applicable. Notwithstanding anything to the contrary in this Section 1.a or elsewhere in this Agreement, City is under no obligation to add Services for the Transition Period or Phase 2 to the scope of this Agreement. Should City determine before the termination date set forth in Section 7.a that it will not add Transition Period or Phase 2 Services to the scope of this Agreement, City may unilaterally terminate this Agreement under Section 7.b.

- b. Consultant's Project Team: Consultant's team is as set forth in Consultant's Response to City's RFP ("Consultant Response") submitted on August 18, 2021 and incorporated by reference herein.
- c. 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, not including any reimbursable expenses, payable to Consultant under this Agreement is: \$36,571 If City adds the Transition Period to the scope of Services authorized under this Agreement, however, the maximum total compensation, not including any reimbursable expenses, payable to Consultant under this Agreement will be \$45,447. If City adds Phase 2 to the scope of Services authorized under this agreement, the maximum total compensation, not including any reimbursable expenses, payable to Consultant under this Agreement will be \$126,038.

Consultant shall not exceed the maximum total compensation allowed under this Section 1.d without prior written authorization from City.

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. 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 construction 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, agendas, minutes, correspondence, 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 December 22, 2023.
- 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, including Services in excess of the maximum compensation set forth in Section 1.d, 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.

a. Consultant's Indemnity Obligations. 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:

1. Breach of this Agreement by Consultant;
2. 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;
3. Violation or infringement of third-party intellectual property rights by Consultant;
4. Any negligent acts or omissions or willful misconduct by Consultant or persons for whom Consultant is responsible; and
5. 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.

b. City's Indemnity Obligations. Subject to the limitations of the Oregon Constitution and the Oregon Tort Claims act, City will indemnify and hold harmless Consultant and its officers, directors, and employees (the "Consultant Indemnitees") from, for, and against loss, liability, damage, demands, claims, costs, and expenses, including attorneys' fees and experts' fees, for death, personal injury, or property damage to the extent caused by City's negligence or wrongful conduct in the performance of this Agreement. No indemnification provided by City under this Section is required to indemnify the Consultant 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 City must provide indemnity to the extent of its own negligence 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 Aman, City Manager
PO Box 129
Manzanita, OR 97130

Consultant

Jeff Caldwell, President
4854A SW Scholls Ferry Road
Portland, OR 97225

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

Klosh Group

Signature

Jeff Caldwell, President

Date of Signature

CITY

City of Manzanita

Signature

Leila Aman, City Manager

Date of Signature

EXHIBIT A
PAYMENT SCHEDULE

A. COMPENSATION

See Exhibit C for hourly rate schedule.

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:

Coverage	Limit
General Aggregate	\$3,000,000
Products-Completed Operations Aggregate	\$3,000,000
Personal & Advertising Injury	\$3,000,000
Each Occurrence	\$2,000,000
Fire Damage (Any one fire)	\$500,000
Medical Expense (Any one person)	\$5,000

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

As set forth in Section 1.a of the Professional Services Agreement between the City of Manzanita and Kloth Group, Inc., to which this Scope of Work is attached (the "Agreement"), the Agreement is for Services during Phase 1 of the Project only (unless the City adds the Transition Period, Phase 2, or both, to the scope of the Agreement). In addition to Services for Phase 1, this Scope of Work describes services that are not authorized under Phase 1, including but not limited to: Programming, Planning, and Design services after reaching 30% complete schematic design documents; Preconstruction services after reaching 30% complete schematic design documents; Construction Services; and Close-out services). Consultant will not perform such services unless they are authorized and added to the scope of the Agreement as set forth in Section 1.a of the Agreement.

General Administration - Consultant will provide overall project management services including:

- Understanding, developing, and assisting in managing the project objectives
- Co-organize the City Project Management Team (PMT) meetings including creating and assisting in review and preparation of agendas, meeting materials, preparing meeting minutes, and ensuring follow-up tasks are completed
- Facilitating and overseeing owner, architect, and contractor meetings and other project update meetings
- Establishing, developing, managing, and reporting on the project budget
- Develop the communication protocol for the project team
- Tracking, documenting, and driving resolution of project issues
- Developing, managing, monitoring and driving the project schedule
- Establish and manage payment approval process, reviewing and recommending disposition of invoices
- Document control of all project documentation on Kloth Group's Box folder system with full access rights to City
- Deliverables
 - Anticipated Cost Report (ACR)
 - Cash Flow Projection and Actual Spends
 - Overall project schedule

Team Procurement - Consultant shall develop the Architect/Design Team and Construction Manager/General Contractor Requests for Proposal (A/E and CM/GC RFPs) for review and approval. Additionally, Consultant shall recommend timing to distribute to market and facilitate the distribution and receipt of bids, scoring of bids, and interview process, final selection process, and recommend best, qualified A/E and CM/GC partners. Additionally assist the City in hiring a historic preservation specialist for compliance with State of Oregon historic preservation requirements. These services shall include the following:

- Drafting the RFPs
- Facilitating the review of the RFPs, making changes as necessary
- Develop and implement and outreach strategy to optimize participation in RFPs
- Prepare and submit recommended notifications for market distribution
- Assist in the development of the Interview Evaluation Committee
- Manage receipt of RFPs and distribution to the Committee
- Develop scoring sheets
- Arrange the necessary meetings to review and evaluation candidates through interviews
- Deliverables:
 - A/E RFP
 - CM/GC RFP
 - Market Notification Announcement
 - Scoring Sheet, Written Section

- Scoring Sheet, Interview

Programming, Planning, Design – Consultant shall oversee and assist in managing the design team and other consultants in programming, entitling, designing, and permitting the new facility, including:

- Reviewing current due diligence performed (geotechnical report, topographic survey, preliminary test fits, wetland reports, and any other due diligence) and making recommendation to the project team; advise on additional due diligence necessary and coordinate implementation thereof
- Oversee design team progress and provide feedback, direction, and leadership in alignment with project objectives
- Monitor, report, and seek direction from the City Manager as required for direction
- Track and facilitate resolution of project issues
- Understand and ensure sustainability objectives are implemented during design phase
- Monitor and drive design schedule to ensure design deliverables are achieved
- Develop and implement an outreach strategy to gain public feedback on the site planning and design process
- Facilitate and drive the budget and scope alignment process
- Ensure the movable furniture, fixtures, and equipment (FF&E) planning occurs and provide input and direction to meet project goals and schedule
- Oversee and assist design team in securing jurisdictional approvals and coordinate with the necessary agencies as needed

Preconstruction – Consultant shall on-board the A/E and CM/GC partner, providing alignment on project objectives, scope of services, and priorities of effort. This work includes the following services:

- Institute and chair the weekly Owner Architect Contractor (OAC) and PMT meetings held either by teleconference, web-based meeting, or in-person based on needs of the project and/or the specific agenda (i.e. in some cases a teleconference for routine business may suffice but other meetings will necessitate an in-person conference)
- Provide oversight and direction on a Target Value Design (TVD) process or similar procedure to align scope and budget
- Oversee and review the CM/GCs local economic outreach program, sub-trade bidding plan
- Reporting on issues to the City for advisement and direction as needed
- Establish communication procedures between the CM/GC and Architect & Engineer (A/E) partners
- Implement the following processes to meet project objectives
 - Target Value Design and/or Scope and Budget Alignment process
 - Design Quality Control and Constructability Coordination process
 - Material Selection Validation and Alignment with Design Intent
- Oversee, review the CM/GCs deliverables including:
 - Construction Schedule
 - Logistics plan
 - Bidding plan
 - Local outreach plan
 - Safety plan
 - Guaranteed Maximum Price submittal
 - Self-performed plan (if any)
- Lead, monitor, and guide the communication culture among the team
- Negotiate on behalf of City on terms and conditions of any necessary agreement and make recommendations to City for approvals of such agreements
- Manage the environmental cleanup and other due diligence related to the site development and readiness
- Deliverables
 - OAC Meeting Minutes (prepared by CM/GC or A/E depending on phase)
 - Budget and Cash Flow updates (monthly or weekly as desired/needed)
 - Project schedule updates (monthly or weekly as desired/needed)

Construction – Consultant shall oversee the construction phase to monitor progress, risks, and assist in driving schedule and facilitating the change management process. These services include:

- Chairing and overseeing the OAC and PMT meetings held either by teleconference, web-based meeting, or in-person based on needs of the project and/or the specific agenda (i.e. in some cases a teleconference for routine business may suffice but other meetings will necessitate an in-person conference)
- Monitoring construction progress and facilitating resolution of issues, making recommendations to City as needed
- Reporting on issues to the City for advisement and direction as needed
- Facilitating change orders, reviewing, making recommendations to the City on the disposition of change orders
- Monitor special inspections and commissioning
- Facilitate and oversee the FF&E procurement and planning process to ensure schedule is maintained
- Lead, monitor, and guide the communication culture among the team
- Provide guidance and advisement to the City on risks, exposures, and issues
- Deliverables
 - OAC Meeting Minutes (prepared by CM/GC)
 - Budget and Cash Flow updates (monthly or weekly as desired/needed)
 - Project schedule updates (monthly or weekly as desired/needed)

Move-in – *This section is excluded from this Scope of Work*

Consultant shall advise and assist the City with planning and scheduling the necessary activities and vendors to ensure the move process occurs on schedule, including the following

- N/A
- Deliverables
 - N/A

Close-out – Consultant shall oversee and monitor the progress of obtaining all the necessary jurisdictional approvals and substantial completion certifications. This service includes:

- Performing the necessary job walks to monitor progress
- Securing copies of all necessary documentation
- Driving final schedule activities such as punch list items
- Assist and advise the City of any warranty issues
- Schedule and perform a 1-year warranty walk
- Deliverables
 - Copy of Kloth Group electronic documentation files organized appropriate and intuitively for future reference

Total Compensation: See Section 1.d of the Agreement.

The above fee does not include reimbursable expenses. Reimbursable travel shall be preapproved by the city and will be paid and capped at the following rates:

- Mileage – to be capped at the current IRS rate
- Meals –If the consultant is required to travel and meals are not provided by the city the city will reimburse meals to the amount of the current IRS per diem rate. The City will not reimburse for purchases of alcohol.
- Lodging – Will be reimbursed up to the standard IRS rate for Manzanita.
- Other reimbursable expenses including overnight shipping if necessary, printing and other project related costs will be reimbursed if the expenses are preauthorization by the city. Any unauthorized expenses will not be reimbursed by the city.

Hourly Rates

Classification	Hourly Rate
Principal – Jeff Caldwell	\$ 169
Project Management – David Dwyer, Jim Willeford	\$ 152
Project Support – if needed	\$ 120



City of Manzanita

COUNCIL RESOLUTION No. 21-20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANZANITA, OREGON, AUTHORIZING THE CITY MANAGER TO EXECUTE A PERSONAL SERVICES AGREEMENT WITH KLOSH, INC FOR OWNERS REPRESENTATIVE SERVICES IN AN AMOUNT NOT TO EXCEED \$126,038.

WHEREAS, in August 2020 the City Council passed Resolution 20-21 to construct a new city hall; and

WHEREAS, the development of a larger city hall facility has been contemplated by the city council for nearly three decades; and

WHEREAS, the City Council goals include the development of a city hall as a priority for the city; and

WHEREAS, due to the presence of environmental contaminants the former city hall has been closed and staff are now spread out across four buildings, in 1/3 of the space, is lacking a Council Chambers and Court is having to operate out of the Nehalem Bay Fire Department public meeting room; and

WHEREAS, the impacts of this disbursement of staff increase operational costs, create inefficiencies and decrease our ability to interact with the public making the need for a new city hall urgent; and

WHEREAS, the design and construction of a civic facility is a complex and time-consuming process and requires expertise in the construction and development industry; and

WHEREAS, the City Hall Expansion Fund was developed to set aside resources for the purpose of constructing a City Hall including soft costs associated with the project; and

WHEREAS, \$120,000 was budgeted for FY 22 to begin the process of developing a city hall of which the hiring of an owners representative is a first step; and

WHEREAS, there are sufficient funds in the City Expansion Fund to fund the entire contracted amount; and

WHEREAS, the City Council will ultimately determine whether the City Hall Construction Project will advance beyond 30% design by identification of a funding source and approval of a preliminary project budget.

Now, Therefore, be it Resolved that, the City Council of the City of Manzanita:

Section 1: Authorizes the City Manager to execute a Personal Services Agreement with Klosh, LLC to serve as the City's Owners Representative for the City Hall Construction Project in an amount not to exceed \$126,038.

Section 2: City Council authorization of Phase 2 of the City Hall Construction Project is required to execute Phase 2 of the Owners Representative Contract for the City Hall Construction Project with Klash, Inc.

Introduced and adopted by the City Council on _____.

This resolution is effective on _____.

Michael Scott, Mayor

ATTEST:

Leila Aman, City Manager/ City
Recorder



COUNCIL STAFF REPORT

To: Mayor and City Council

Date Written: October 22,
2021

From: Leila Aman, City Manager

Subject: **543 Laneda Surplus Property Hearing**

ACTION REQUESTED

Hold public hearing to declare the real property owned by the city of Manzanita located at 543 Laneda surplus and authorize the city manager to sell the property.

HISTORY OF PRIOR ACTIONS AND DISCUSSIONS

May 5, 2021 Council held a discussion about old city hall and discussed selling the property to fund the construction of a new city hall.

ANALYSIS

In 2017, City acquired 2.67 acres (635-655 Manzanita Avenue) for a future City Hall and additional public facilities. Planning for a future City Hall on the Underhill site was well underway when the presence of mold and other environmental contaminants was discovered in the City Hall building located at 543 Laneda. The city vacated the building and dispersed staff to several locations throughout the city, and the building sat vacant since January 2020. City Hall is now located behind the police station on Dorcas, the building division is now located in the water treatment facility, and admin staff are housed in both the police department and public works buildings.

The City Council has anticipated selling 543 Laneda for the purpose of funding a new city hall building. There is a clear nexus between the sale of this property and the use of the proceeds for funding a new city hall. The sale of this property would provide a significant contribution to the City Hall Construction fund.

It should be noted that the building that currently houses City Administration and the building that houses the Police Department may, in the future become surplus to the city's needs once a new city hall has been constructed. These properties represent an opportunity for the city to do a demonstration project that leverages the property to achieve a public benefit, such as workforce housing.

An appraisal of the property has been conducted and an application to the State Historic Preservation Office for project review and compliance under ORS 358.653 was submitted on October 13, 2021. The city will receive a determination from SHPO no later than November 11, 2021.

BUDGET IMPACT

The sale of 543 Laneda would have a positive impact on the City's budget.

WORKLOAD IMPACT

Declaring the property surplus will not impact the city managers workload. The method of disposition may.

STAFF RECOMMENDATION

Council approve resolution declaring 543 Laneda Surplus and authorizing the city manager to sell the property.

ALTERNATIVES

Council may not approve the resolution. Council may add additional requirements to the sale of the property.

ATTACHMENTS

1. Resolution 20-21



City of Manzanita

COUNCIL RESOLUTION No. 21-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANZANITA, OREGON, TO DECLARE THE REAL PROPERTY OWNED BY THE CITY OF MANZANITA AT 543 LANEDA AVENUE SURPLUS AND AUTHORIZING THE CITY MANAGER TO SELL THE PROPERTY FOR THE PURPOSE OF FUNDING A NEW CITY HALL.

WHEREAS, the City Hall building located at 543 Laneda no longer serves the City's needs and has mold and other environmental contaminants making it uninhabitable; and

WHEREAS, the city acquired the Underhill Plaza property for the purpose of building a new city hall; and

WHEREAS, the property located at 543 Laneda is considered surplus and the sale of which will serve the public interest.

Now, Therefore, be it Resolved that the City Council of the City of Manzanita do hereby declare 543 Laneda surplus to the city's needs, authorizing the city manager to sell the property as defined by the terms set by city council and dedicating proceeds to the City Hall Expansion Fund.

Introduced and adopted by the City Council on _____.

This resolution is effective on _____.

Michael Scott, Mayor

ATTEST:

Leila Aman, City Manager/ City
Recorder



COUNCIL STAFF REPORT

To: Mayor and City Council

Date Written: October 22,
2021

From: Leila Aman, City Manager

Subject: **Disposition Process for 543 Laneda**

ACTION REQUESTED

Provide direction on a disposition method for 543 Laneda.

HISTORY OF PRIOR ACTIONS AND DISCUSSIONS

October 6, 2021 Council discussed options for the disposition process.

ANALYSIS

The City has two main options for the disposition of property, a bid option, or a traditional broker option. The bid option requires that the city essentially act as the broker for the transaction. The city is responsible for the marketing, showing, and handling all the transaction details associated with the sale. The city would set a minimum price and accept sealed bids. City Council would set minimum terms for the sale and if any of the bids meet those terms they would be presented to Council and the best offer would be accepted based on the terms set by the Council. The city would need to retain a commercial broker to assist with the transaction and work with the buyer's agent. It is estimated that for brokerage services the cost would be less than a commission, but it would be labor intensive in terms of staff time required to help facilitate the transaction.

The second option is a traditional commercial broker option whereby the city works with a broker to set a price for the property and the broker is paid a commission to market and sell the property and deal with all the logistics related to the sale. This would cost more, but the impact on staff time would be minimal. Council is asked to provide guidance to staff on which approach to take.

BUDGET IMPACT

If a bid process is preferred the city will likely need to contract with a broker on an hourly basis. This would require funding from the City Hall Fund and may require a budget amendment. If a broker process is preferred the fee is paid out of the proceeds at closing.

WORKLOAD IMPACT

If a bid approach is taken it will have a significant impact on the workload of the city manager including hiring a broker, executing a contract and managing the bid process. If the broker approach is taken the impact will be minimal as the broker handles most of the logistics and details.

BILLS FOR APPROVAL OF PAYMENT

From 10/01/2021 - 10/31/2021

VENDOR	TOTAL	ADMIN	POLICE	BLDG	COURT	PARKS	ROADS	Visitors Cnt	WATER
ADVANCED EXCAVATION (EXCAVATION SERVICES)	\$600.00								\$600.00
CHARTER (INTERNET SERVICE)	\$444.93	\$339.96						\$104.97	
CITY OF NEHALEM (FINE & ASSESSMENT PAYABLES)	\$671.00				\$671.00				
CITY OF WHEELER (FINE & ASSESSMENT PAYABLES)	\$1,825.00				\$1,825.00				
COAST PRINTING (PRINTER)	\$208.30	\$64.30	\$48.00	\$48.00					\$48.00
DMV (DRIVING RECORDS)	\$1.40				\$1.40				
DCBS (BUILDING QUARTLERLY STATE REMITTANCE)	\$5,365.67			\$5,365.67					
FCS GROUP (PROFESSIONAL SERVICES)	\$341.25			\$341.25					
FERGUSON (PLUMBING SUPPLIES)	\$12,655.67								\$12,655.67
GALLS-S (POLICE UNIFORM SUPPLIES)	\$6.11		\$6.11						
INTL CODE COUNCIL (MEMBERSHIP RENEWAL)	\$145.00			\$145.00					
LANE COUNCIL OF GVT (PROFESSIONAL SERVICES)	\$142.95			\$142.95					
LARRY BLAKE (JUDICIAL SERVICES)	\$400.00				\$400.00				
LINE-X (VEHICLE SUPPLIES)	\$235.00								\$235.00
MANZANITA LUMBER (LUMBER & SUPPLIES)	\$435.38		\$8.99						\$426.39

BILLS FOR APPROVAL OF PAYMENT

From 10/01/2021 - 10/31/2021

VENDOR	TOTAL	ADMIN	POLICE	BLDG	COURT	PARKS	ROADS	Visitors Cnt	WATER
MUNI REVS (STR CENSUS MONITORING)	\$1,165.00	\$1,165.00							
NAPA AUTO PARTS (AUTO SUPPLIES)	\$305.71						\$81.07		\$224.64
NEHALEM BAY READY MIX (MATERIALS)	\$579.16								\$579.16
ONE CALL (STATE LOCATE FEES)	\$12.00								\$12.00
ONE ELEVEN (IT SERVICES)	\$2,875.00	\$2,098.75		\$143.75	\$201.25				\$431.25
OREGON DEPT OF REVENUE (FINE & ASSESSMENT PAYABLES)	\$1,542.60				\$1,542.60				
PAC OFFICE AUTOMATION (COPY/POSTAGE SERVICE)	\$137.00	\$68.50		\$13.70	\$27.40				\$27.40
RHYNO NETWORKS (IT SERVICES)	\$374.60	\$216.00	\$66.00						\$92.60
RTI (PHONE SERVICE)	\$488.65	\$95.70	\$84.17		\$14.85				\$293.93
SAIF (WORKERS COMP INSURANCE)	\$1,242.10	\$13.31	\$430.98		\$1.72	\$35.77	\$152.71		\$607.61
SHELDON OIL CO. (FUEL)	\$1,388.67		\$778.86	\$93.87		\$25.80	\$128.99		\$361.15
STACY RODRIGUEZ (PROSECUTING ATTORNEY)	\$3,140.00	\$2,520.00			\$620.00				
SUBURBAN PROPANE (MATERIALS & SUPPLIES)	\$55.00	\$55.00							
SWEET SEPTIC (PORTABLES - FARMERS MKT)	\$456.00	\$456.00							
THE DATA CENTER (WATER BILLING)	\$889.64								\$889.64
TILLAMOOK COUNTY (FINE & ASSESSMENT PAYABLES)	\$451.40				\$451.40				

BILLS FOR APPROVAL OF PAYMENT

From 10/01/2021 - 10/31/2021

VENDOR	TOTAL	ADMIN	POLICE	BLDG	COURT	PARKS	ROADS	Visitors Cnt	WATER
TILLAMOOK COUNTY TAXES (PROPERTY TAXES - UNDERHILL)	\$1,690.14	\$1,690.14							
TILLAMOOK MOTOR (VEHICLE SUPPLIES)	\$49.88		\$49.88						
TILLAMOOK PUD (ELECTRIC SERVICE)	\$3,276.68	\$163.76	\$114.30			\$80.15	\$609.00	\$86.85	\$2,222.62
US BANK (CITY VISA)	\$5,343.82	\$14.99	\$539.96	\$219.00		\$549.00	\$182.39		\$3,838.48
VERIZON (CELL & DESK PHONE SERVICE)	\$1,434.24	\$418.97	\$327.25	\$123.99				\$64.00	\$500.03
TOTALS	\$50,374.95	\$9,380.38	\$2,454.50	\$6,637.18	\$5,756.62	\$690.72	\$1,154.16	\$255.82	\$24,045.57