



City of Manzanita

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ci.manzanita.or.us

COUNCIL REGULAR SESSION

Zoom Video Conference

<https://ci.manzanita.or.us>

AGENDA

April 6, 2022

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/87563439688>

Call in number:

+1 253 215 8782

Please note that a passcode is not required to enter the webinar.

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

1. CALL TO ORDER (6:00 p.m.)

2. AUDIENCE PARTICIPATION (6:01 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**

3. CONSENT AGENDA (6:15)

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. March 9, 2022 Workshop

b. March 9, 2022 Regular Session

B. Approval of Bills

4. PUBLIC HEARING (6:20)

- A. Annexing and Zoning Property Following Consent Filed with the City Council by Landowners in Said Area Pursuant to ORS 222.120 AND ORS 222.170; Pine Grove Properties, Inc. – Ordinance
Walt Wendowski, City Planner, Morgan CPS

5. NEW BUSINESS (6:20)

- A.** Tillamook Bay Community College (TBCC) – Bond Update
Ross Tomlin, TBCC President
- B.** Architecture Contract for City Hall – Resolution
Leila Aman, City Manager
- C.** Special Event Permit – CERT Training
Jo Cooper
- D.** Tillamook PUD – Franchise Agreement Renewal
Leila Aman, City Manager
- E.** Revenue Diversification Committee Discussion
Mayor Mike Scott

6. OLD BUSINESS (7:30)

- A.** Short Term Rental Freeze – Resolution
Leila Aman, City Manager

7. CITY MANAGER REPORT (8:00)

8. INFORMATION AND ADJOURN (8:00)

CITY OF
MANZANITA



COUNCIL PACKET

CITY OF MANZANITA
March 9, 2022
CITY COUNCIL MEETING

- 1. CALL MEETING TO ORDER:** The meeting was called to order March 9, 2022 at 6:00 P.M. via Zoom by Mayor Mike Scott.

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

AUDIENCE INTRODUCTION: There were 32 people in attendance

- 2. PUBLIC COMMENTS AND COMMUNICATIONS:** There were three comments from the public regarding fresh water within the City and the formation of a Short-Term Rental Committee.

3. CONSENT AGENDA:

- A.** APPROVAL OF MINUTES – February 9, 2022 City Council Special Workshop, and February 9, 2022 City Council Meeting

- B.** APPROVAL OF BILLS FOR PAYMENT

A motion was made by Tonjes, seconded by Kozlowski, to approve the consent agenda that includes approval of the February 9, 2022 City Council Special Workshop and February 9, 2022 City Council Meeting; approve payment of bills and all subsequent bills subject to approval by the Mayor or Council President and City Manager; Motion passed unanimously.

NEW BUSINESS:

A. Manzanita Farmers Market 2022 Special Event Permit – Farmers Market Manager Kendra Hall – Manzanita Farmers Market Manager Kendra Hall presented the Special Event Permit, which will feature artists and food producers from within 100 miles. The market will be held at Underhill Plaza and will be adding 5 additional weekends, running from May to October. Hall will have a safety plan for the market finalized by May 1, 2022.

A motion was made by Spegman, seconded by Tonjes, to approve the Manzanita Farmers Market 2022 Special Event Permit. Motion passed unanimously.

B. Budget Committee Appointment, Resolution 22-03 – Mayor Mike Scott – Mayor Scott stated that Budget Committee Chair Dave Dillion and Councilor Steve Nuttall interviewed four applicants for the Budget Committee opening and provided an overview of the interview process. Dillion and Nuttall recommend the Mayor appoint Jim Dopp for a three-year term.

A motion was made by Kozlowski, seconded by Tonjes, to approve Resolution 22-03 A Resolution of the City Council of the City of Manzanita, Oregon, Making an Appointment of Jim Dopp to the Budget Committee. Motion passed unanimously.

C. Local Voter Pamphlet – Councilor Jerry Spegman – Councilor Spegman stated that Tillamook County does not include local Mayor or City Council candidates in their voter pamphlet. Spegman recommends the City provide a publication of local candidates running for office; with candidates providing the content of the publication and the City distributing it.

Council formed consensus for City manager Aman to work with Councilor Spegman to research options for distributing a local voter pamphlet and to provide feedback at the May 4, 2022 City Council Meeting.

D. Emergency Management and Water Master Plan Update – Public Works

Director Dan Weitzel – Public Works Director Dan Weitzel provided an update on the City Emergency Management Plan. Weitzel stated that his goals for 2022 are to focus on emergency preparedness by addressing issues of shelter, food, water, signage, and communication. He will also continue his work purchasing emergency supplies, setting up radio boxes, and training City staff in emergency preparedness. Weitzel also provided an update on the recently updated Water Master Plan. The Water Master Plan includes a 20-year plan, maps, water rights and sources within our city, and upcoming projects.

E. COVID State of Emergency – Mayor Mike Scott – Mayor Scott stated that the Governor will lift the State of Emergency March 11, 2022, which will also end the indoor mask requirements in most public settings. Mayor Scott recommends that the City rescind its State of Emergency enacted on Resolution 21-11¹ as well.

A motion was made by Nuttall, seconded by Kozlowski, to rescind Resolution 21-11 A Resolution of the City Council of the City of Manzanita declaring a local State of Emergency, mandating the wearing of face coverings on Laneda Ave, in response to the State of Emergency; effective March 11, 2022. Motion passed unanimously*.

F. Fourth of July Parade Discussion – Mayor Mike Scott – Mayor Scott discussed resuming the annual Fourth of July Parade, stating that it had been postponed for the last two years due to COVID. Dave Dillion discussed the process of the nomination for Citizen of the year which is presented during the parade. Dillion encourages all residents to vote; more information can be found on the city website.

City Council formed consensus for City staff to move forward with the 2022 Fourth of July Parade.

¹ Motion made in New Business Item E incorrectly referenced Resolution 21-05 the correct Resolution number declaring a State of Emergency is 21-11.

OLD BUSINESS:

A. STR Committee Discussion – City Manager Leila Aman – City Manager Aman continued the discussion of the STR Committee presented at the February 9, 2022 City Council meeting. STR Workgroup member Jo Newhouse discussed the proposed makeup of the Committee and the Mayor facilitated a conversation with City Council the make up of the committee.

A motion was made by Nuttall, seconded by Tonjes, to approve the suggested make up of the Short-Term Rental Committee as submitted at the February 9, 2022 City Council meeting. Motion passed 4 to 1 with Councilor Spegman objecting.

CITY MANAGER’S REPORT –

A. City Manager Leila Aman – City Manager Aman stated that the Planning Commission has two items on the Agenda for its March 21, 2022 meeting, which will be posted March 14, 2022. Aman has been working with Klash Group to select an Architect for the new City Hall project and has issued a notice of Intent to Award. Council will receive a draft contract for review at the April 6, 2022 City Council meeting. Aman is also in the process of finalizing a Request for Proposal for CM/CG services.

Miscellaneous:

1. The City of Manzanita will hold Municipal Court on March 18, 2022 at 1:30 pm. Due to COVID-19 restrictions court continues to remain closed to the public.
2. Planning Commission will be held March 21, 2022 at 4:00 via zoom.

Mayor Scott adjourned the meeting at 7:41 p.m.

**MINUTES APPROVED THIS
6th Day of April, 2022**

Michael Scott, Mayor

Attest:

Leila Aman, City Manager

CITY OF MANZANITA
March 9, 2022
CITY COUNCIL SPECIAL WORKSHOP

CALL MEETING TO ORDER: The meeting was called to order by Mayor Scott at 3:00 P.M. March 9, 2022 via Zoom.

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

1. FUTURE OF SHORT-TERM RENTALS:

City Manager Aman provided an update on Short-Term Rentals, stating that there are currently 260 total Short-Term Rental licenses within the City of Manzanita. Of those 260 licenses, 25 are in non-capped zones, and 235 are in capped zones. 5 of the licenses in the capped zone were grandfathered in and will not be renewed once the home sells or the license is relinquished. There are currently 4 licenses available with no homeowners on the waiting list.

Aman stated that with the large increase in building within non-capped zones, there is concern about an increase in Short-Term Rental applications. The City is currently faced with many livability issues related to Short Term Rentals, and is in the process of forming a Short-Term Rental Committee to assist with addressing these issues. Aman recommended that the City place a freeze on issuing new additional Short-Term Rental licenses for a period of 12-36 months, during which time the City will explore alternative funding sources through a Revenue Diversification Committee and the Short-Term Rental Committee will examine, at Councils direction, livability issues to provide policy recommendations to the City Council for consideration.

Mayor Scott adjourned the meeting at 4:21 pm

MINUTES APPROVED THIS
6th Day of April, 2022

Michael Scott, Mayor

Attest:

Leila Aman, City Manager

BILLS FOR APPROVAL OF PAYMENT

From 03/01/2022 - 03/31/2022

VENDOR	TOTAL	ADMIN	POLICE	BLDG	COURT	PARKS	Underhill	ROADS	Visitors Cnt	WATER
BODE TECHNOLOGY (SUPPLIES)	\$451.48		\$451.48							
CASELLE (FINANCIAL SOFTWARE)	\$1,964.00	\$1,466.00								\$498.00
CHARTER (INTERNET SERVICE)	\$589.91	\$219.98	\$129.98						\$109.97	\$129.98
CHAVES (COURT SOFTWARE)	\$328.00				\$328.00					
CITY OF NEHALEM (FINES & ASSESSMENTS)	\$298.00				\$298.00					
CITY OF WHEELER (FINES & ASSESSMENTS)	\$50.00				\$50.00					
COLUMBIA LOCKSMITH (LOCKSMITH)	\$1,070.00								\$420.00	\$650.00
DCBS FINANCIAL (BLDG STATE SURCHARGE)	\$4,988.98			\$4,988.98						
DMV (DRIVING RECORDS)	\$3.45				\$3.45					
EC COMPANY (ELECTRICAL SUPPLIES)	\$635.00									\$635.00
ECONOMIC DEV. COUNCIL (22/23 MEMBERSHIP)	\$550.00	\$550.00								
FASTENAL (HARDWARE)	\$557.46									\$557.46
FERGUSON (PLUMBING SUPPLIES)	\$14,378.32									\$14,378.32
KLOSH GROUP (CONTRACT SERVICES)	\$2,128.00						\$2,128.00			
INDUSTRIAL SOFTWARE (SOFTWARE)	\$2,760.00									\$2,760.00
LARRY BLAKE (JUDICIAL SERVICES)	\$400.00				\$400.00					

BILLS FOR APPROVAL OF PAYMENT										
From 03/01/2022 - 03/31/2022										
VENDOR	TOTAL	ADMIN	POLICE	BLDG	COURT	PARKS	Underhill	ROADS	Visitors Cnt	WATER
LES SCHWAB (VEHICLE MAINTENANCE	\$325.99									\$325.99
MANZANITA LUMBER (BUILDING MATERIALS)	\$78.33									\$78.33
MILLER NASH (CITY ATTORNEY)	\$17,814.00	\$8,210.50					\$9,603.50			
NB WASTE WATER (UTILITIES)	\$243.00					\$243.00				
N. COAST CIVIL DESIGN (ENGINEERING SERVICES)	\$3,212.92							\$1,548.67		\$1,664.25
ONE CALL (STATE LOCATE FEES)	\$44.40									\$44.40
ONE ELEVEN (IT SERVICES)	\$3,000.00	\$1,620.00		\$120.00			\$630.00		\$510.00	\$120.00
OR. COAST CREATIVE (WEB HOSTING)	\$112.50								\$112.50	
OAWU (ANNUAL MEMBERSHIP)	\$815.68									\$815.68
OR DEPT OF REVENUE (FINES & ASSESSMENTS)	\$200.00				\$200.00					
PAC. OFFICEAUTOMATION (COPY/POSTAGE SERVICE)	\$175.15	\$106.65		\$13.70	\$27.40					\$27.40
RHYNO NETWORKS (IT SERVICES)	\$300.00	\$100.00	\$100.00							\$100.00
RTI (PHONE SERVICE)	\$495.35	\$62.14	\$102.30	\$19.12	\$14.34					\$297.45
SAIF (WORKERS COMP INS)	\$1,826.01		\$883.30	\$89.40		\$42.67		\$213.33		\$597.31
SHELDON OIL CO. (FUEL)	\$1,974.27		\$1,517.88	\$81.73		\$18.73		\$93.66		\$262.27
SURPLUS CASHIER (EQUIPMENT & SUPPLIES)	\$9,415.00	\$665.00								\$8,750.00

From 03/01/2022 - 03/31/2022

BILLS FOR APPROVAL OF PAYMENT

From 03/01/2022 - 03/31/2022

VENDOR	TOTAL	ADMIN	POLICE	BLDG	COURT	PARKS	Underhill	ROADS	Visitors Cnt	WATER
SUBURBAN PROPANE (FUEL)	\$100.00	\$100.00								
TILLAMOOK CO (FINES & ASSESSMENTS)	\$64.00				\$64.00					
TILLAMOOK PUD (ELECTRIC SERVICE)	\$4,080.98	\$248.63	\$306.84	\$19.77	\$14.13	\$79.70	\$43.49	\$609.00	\$129.74	\$2,629.68
US BANK (CITY VISA)	\$10,460.19	\$3,601.32			\$75.00	\$46.98	\$233.51			\$6,503.38
WALTER NELSON (SUPPLIES)	\$676.82					\$676.82				
VERIZON (TELEPHONE)	\$1,161.21	\$299.44	\$344.39	\$114.98					\$64.99	\$337.41
TOTALS	\$87,728.40	\$17,249.66	\$3,836.17	\$5,447.68	\$1,474.32	\$1,107.90	\$12,638.50	\$2,464.66	\$1,347.20	\$42,162.31



COUNCIL STAFF REPORT

To: Mayor and City Council
Reviewed: Leila Aman, City Manager
Souvanny Miller, Miller Nash

Date Written: March 3, 2022

From: Walt Wendolowski, Contract Planner

Subject: Annexation Application

ACTION REQUESTED

Application by Pine Grove Properties, Inc. to annex approximately 4.06 acres into the City limits and establish the Medium Density Residential Zone (R-2) on the newly annexed property.

HISTORY OF PRIOR ACTIONS AND DISCUSSIONS

The applicant submitted a land use application on October 18, 2021 and the application was deemed complete on November 8, 2021. A public hearing was held before the Planning Commission on January 24, 2022 whereby they reviewed the annexation application along with a concurrent subdivision proposal.

ANALYSIS

The City of Manzanita has not adopted Annexation regulations. By default, Oregon Revised Statute Chapter 222 governs the City's actions. The Commission determined the proposal complies with provisions in ORS 222.111 which establish the basis for annexations: the property is within the Urban Growth Boundary, adjacent to the City limits and is capable of being developed for urban uses.

Provisions in ORS 222.120 to ORS 222.177 outline the City Council's responsibilities. The Council retains options to reject the request outright; proceed with the request as a quasi-judicial land use application; or, send the matter to the public for a vote.

BUDGET IMPACT

There are potential property tax benefits associated with the Annexation.

WORKLOAD IMPACT

If approved, the City will need to submit the decision to the Secretary of State and amend the City zoning maps. This action must also be coordinated with Tillamook County.

COORDINATION, CONCURRENCE, OR DISSENT

The Planning Commission reviewed the request at their January 24, 2022 and unanimously recommended the City Council approve the request.

STAFF RECOMMENDATION

It is staff recommendation the City Council conduct a quasi-judicial public hearing on the matter, at which staff will recommend approval of the request to Annex the subject area.

ALTERNATIVES

The City has the option to reject the request, conduct a hearing or, hold a public vote on the application.

ATTACHMENTS

1. Proposed City Council Annexation Ordinance
2. Metes and Bounds Description (Exhibit A)
3. Findings in Support (Exhibit B)



COUNCIL ORDINANCE No. 22-01

AN ORDINANCE OF THE CITY OF MANZANITA, OREGON, ANNEXING AND ZONING PROPERTY FOLLOWING CONSENT FILED WITH THE CITY COUNCIL BY LANDOWNERS IN SAID AREA PURSUANT TO ORS 222.120 AND ORS 222.170; PINE GROVE PROPERTIES, INC.

WHEREAS, the City of Manzanita received a submission by written request for annexation of real property to the City of Manzanita, herein described in Exhibit "A"; and

WHEREAS, on January 24, 2021, the Planning Commission for the City of Manzanita conducted a hearing on said application submitted by Pine Grove Properties, Inc., making findings recommending annexation of the subject property and establishment of the Medium Density Residential (R-2) zone; and

WHEREAS, after conducting the hearing and considering all objections or remonstrance with reference to the proposed annexation, and further considering the recommendation of the Manzanita Planning Commission, the City Council finds that this annexation is in the best interest of the City and of the contiguous territory.

Now, Therefore, the City of Manzanita does ordain as follows:

Section 1. **Findings.** In addition to the findings referred to above, the City Council further adopts and finds those matters contained in Exhibit "B", which is incorporated herein by this reference as if fully set forth at this point.

Section 2. **Annexation Area.** Based upon the findings contained above and in Exhibit "B", the contiguous territory described in Exhibit "A" and incorporated herein by this reference as if fully set forth at this point is hereby proclaimed to be annexed to the City of Manzanita, and zoned as indicated in accordance with the Manzanita Ordinance 95-4 and assigned the zoning of Medium Density Residential (R-2).

Section 3. **Record.** The City Recorder shall submit to the Oregon Secretary of State a copy of this Ordinance. The City Recorder is further ordered to send a description by metes and bounds, or legal subdivision, and a map depicting the new boundaries of the City of Manzanita within ten (10) days of the effective date of this annexation ordinance to the Tillamook County Assessor, Tillamook County Clerk and the Oregon State Department of Revenue.

Read the first time on _____, and moved to second reading by _____ vote of the City Council.

Read the second time and adopted by the City Council on _____.

Signed by the Mayor on _____.

Michael Scott, Mayor

ATTEST:

Leila Aman, City Manager/Recorder

EXHIBIT A

PROPERTY DESCRIPTION



Ph. 503-440-4403

FEBRUARY 15, 2022

**LEGAL DESCRIPTION
FOR
ENCORE INVESTMENTS, LLC
FOR
PHASE 5 ANNEXATION**

A portion of that tract of land as described in Deed Book 346, Page 194, Tillamook County Deed Records, situated in the Southwest one-quarter of Section 28, Township 3 North, Range 10 West of the Willamette Meridian, Tillamook County, Oregon, further described as follows:

Beginning at the Northwest corner of said Deed Book 346, Page 194, said point also being the West one-quarter corner of Section 28, Township 3 North, Range 10 West of the Willamette Meridian;

Thence South 01°54'14" West 377.88 feet along the West line of said Section 28;

Thence South 82°55'52" East 45.65 feet;

Thence North 29°35'21" East 44.84 feet;

Thence Northeasterly along the arc of a 275.00 foot radius non-tangent curve to the right (radius bears South 47°46'44" East) through a central angle of 47°34'36" a distance of 228.35 feet (chord bears North 66°00'34" East 221.85 feet);

Thence North 89°47'53" East 67.33 feet;

Thence Southeasterly along the arc of a 350.00 foot radius curve to the right through a central angle of 22°40'18" a distance of 138.49 feet (chord bears South 78°51'58" East 137.59 feet) to a point of compound curve;

Thence Southeasterly along the arc of a 1625.00 foot radius curve to the right through a central angle of 03°44'04" a distance of 105.91 feet (chord bears South 65°39'47" East 105.89 feet);

Thence Northeasterly along the arc of a 940.00 foot radius non-tangent curve to the left (radius bears North 64°18'49" West) through a central angle of 06°01'21" a distance of 98.81 feet (chord bears North 22°40'30" East 98.76 feet) to a point of reverse curve;

Thence Northeasterly along the arc of a 25.00 foot radius curve to the right through a central angle of 92°33'27" a distance of 40.39 feet (chord bears North 65°56'33" East 36.14 feet) to a point of reverse curve;

Thence Southeasterly along the arc of a 200.00 foot radius curve to the left through a central angle of 25°36'51" a distance of 89.41 feet (chord bears South 80°35'09" East 88.67 feet);

Thence North 03°23'35" West 40.00 feet;

Thence Northwesterly along the arc of a 160.00 foot radius non-tangent curve to the right (radius bears North 03°23'35" West) through a central angle of 29°16'43" a distance of 81.76 feet (chord bears North 78°45'13" West 80.87 feet) to a point of reverse curve;

Thence Northwesterly along the arc of a 25.00 foot radius curve to the right through a central angle of 77°04'30" a distance of 33.63 feet (chord bears North 25°34'37" West 31.15 feet) to a point of reverse curve;

Thence Northeasterly along the arc of a 520.00 foot radius curve to the left through a central angle of 13°42'30" a distance of 124.41 feet (chord bears North 06°06'23" East 124.12 feet);

Thence North 00°44'52" West 22.69 feet to the East-West center line of said Section 28;

Thence North 89°44'44" West 632.70 feet along said East-West center line to the **Point of Beginning**.

Containing 4.19 Acres.

The purpose of this legal description is to describe an area to be annexed and not create a separate tax lot.

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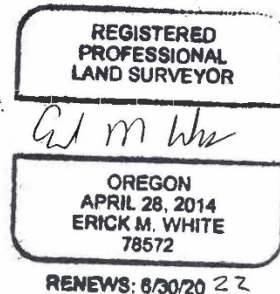


EXHIBIT B

I. BACKGROUND

- A. APPLICANT: Pine Grove Properties, Inc. (Owner - James P. Pentz).
- B. PROPERTY LOCATION: The property is approximately located at the north end of Seaview Drive and Meadows Drive. Necarney City County Road border the site along the south. There is no site address and the County Assessor places the property within Township 3 North; Range 10 West; Section 29D; Tax Lot #100; Township 3 North; Range 10 West; Section 29AD; Tax Lot #200 and Township 3 North; Range 10 West; Section 28; Tax Lot #1401.
- C. MAPPED AREA: 64.18 acres.
- D. EXISTING DEVELOPMENT: The vacant subject area fronts two public streets and public services are available.
- E. ZONING: Special Residential/Recreation Zone (SR-R) – Tax Lot 100; Medium Density Residential (R-2) – Tax Lot 1401; and Commercial (C-1) – Tax Lot 200.
- F. ADJACENT ZONING AND LAND USE: Property to the east is located in Tillamook County and designated R-2. To north lies C-1 zoned land located along US Highway 101 and containing a mix of commercial uses. All remaining adjacent property is zoned SR-R and contains a mix of open space and residential development.
- G. REQUEST: Application to Annex 4.06 acres into the City limits of Manzanita, and along with existing property within the City, create a 30-lot Single-Family Subdivision on approximately 9.82-acres (Highlands Subdivision Phase 4 and 5).

Findings contained in this Exhibit are limited to the proposed Annexation.

- H. DECISION CRITERIA: The Annexation request is evaluated against the Oregon Revised Statute Chapter 222.

II. ANNEXATION

- A. The applicant wishes to annex approximately 4.06 acres of R-2 designated land. The subject area is located in the northwest corner of the property identified as Tax Lot #1401. Upon annexation, the land would automatically be zoned Medium Density Residential (R-2).
- B. The City development regulations do not include annexation provisions. By default, the City is subject to provisions in Oregon Revised Statutes Chapter 222, Sections 222.111 to 222.177.
- C. ORS 222.111 Authority and procedure for annexation; specifying tax rate in annexed territory. This Section allows the boundaries of any city may be extended by the annexation of territory that is not within a city and that is contiguous to the city or separated from it only by a public right of way or a stream, bay, lake or

other body of water. Such territory may lie either wholly or partially within or without the same county in which the city lies. Further, a proposal for annexation of territory to a city may be initiated by the legislative body of the city, on its own motion, or by a petition to the legislative body of the city by owners of real property in the territory to be annexed.

- D. ORS 222.170. Annexation by consent before public hearing. This Section allows for annexation by ordinance after a public hearing, if it receives written consent from (1) a majority of electors living in the territory to be annexed and (2) the owners of more than half the land in the territory to be annexed.

FINDINGS: The property owner submitted a request to annex the property. The applicant represents a majority of the electors and owns more than half of the land in the territory proposed to be annexed and has filed a statement of consent to be annexed on or before the date of the public hearing. The subject property (Tax Lot 1401) is located within the City's Urban Growth Boundary and adjacent to and contiguous to the City limits (Tax Lot 100). Existing service districts (fire and sanitary sewer) will continue to serve the site. Based on agency comments, necessary services are available to serve the proposed project. In summary, this portion of Tax Lot 1401 is available for urban uses and meets the statutory requirements for annexation.

IV. CONCLUSION

Based on the above findings the Manzanita City Council finds the proposed Annexation is consistent with the relevant provisions in ORS Chapter 222.



Pine Grove Properties Inc.

Po Box 569
Manzanita Or. 97130

April 1, 2022

Manzanita City Council
Leila Aman (City Manager)

Leila

Please accept this memo as confirmation from Pine Grove Properties, that the shareholders do consent to the annexation of Phase 5 property within the UGB.

I have attached a drawing and legal description of the property included in the tentative plan approved and labeled phase 5.

Sincerely yours,

Jim Pentz

President Pine Grove Properties Inc

April 4, 2022

To Whom It May Concern,

I've received the letter in the mail regarding the application to annex 4 acres into the City of Manzanita. I'm writing this email as a concerned citizen, long term resident, and established local work force participant to implore the elected officials and councils to strongly consider whether or not this annex is necessary.

It seems like every time I turn around, there's another letter in the mail stating an applicant that wants to be an exception to the rule. Add a little bit here, a little bit there and pretty soon, it's a whole different picture. How many more are we going to get before we address the larger picture? Are the rules in place best serving the long term goals and needs of this community?

This frustration has been building for myself for a long time (I will launch into parking needs in town at the drop of a hat) and this isn't necessarily Mr. Pentz's fault. However, he certainly is the biggest developer in town. Adding custom, large homes in an area we had multiple city council and town hall meetings, well attended I might add, just a few short years ago. The consensus at the time was that many large houses and possible hotel and resort was going to be beyond capacity what we could take on with the current infrastructure, housing affordability crisis, and plain desire of the community. Water was an issue. Road use and safety was an issue. Many, many people stood up and said hey what are we doing adding all this stuff when we are barely keeping up with what we have. Now look at how much more usage and people we have around with all the pandemic community changes we've had. These concerns didn't go away, they've gotten worse.

I understand that it's his land and he has rights. I understand that it's the Nehalem UGB and therefore the county has the largest say in it. I understand that if it meets codes or whatever it's hard to turn down. I don't pretend to have a grasp on the entirety of the situation, but I know enough and have been here long enough to see that we are growing faster than we can handle or have an updated plan for.

I ask that this be turned down or at the very least, all the facts of how this will impact the existing community be presented somewhere easily accessible where the public can find it. For free and after normal business hours for those in the community who work full time.

We have a lot of long term, community vision issues happening right now and I speak from a place of frustration, I will admit. However, it is also from caring a lot about what this town offers and means to people who have planted roots to build something, not just make a profit.

I will not be able to attend the meeting so I submit this here. Thank you for your time and I look forward to a transparent process.

Breanna Stephens



COUNCIL STAFF REPORT

To: Mayor and City Council
From: Leila Aman, City Manager
Subject: **Contract for Architectural Services for the City Hall Construction Project**

Date Written: March 30, 2021

ACTION REQUESTED

Authorize the City Manager to execute an Architectural Services Agreement with Bearing Architecture in an amount not to exceed \$.

ANALYSIS

Selection Process

On December 15th, 2021, the City of Manzanita issued a Request for Proposals (RFP) for Architecture and Engineering Services for the City Hall Construction Project. The city received seven proposals by the January 25th, 2022, deadline. Proposals were evaluated by a four-person selection committee which included the City Manager, Leila Aman, Council President Linda Kozlowski, Councilor Jerry Spegman and the city's Owners Representative Jim Williford from Klosh Group. The committee evaluated the proposals using the following criteria:

Criteria	Maximum Points
Introductory Letter	5
Key Personnel	25
Design Approach	20
Approach to CM/GC Collaboration	20
Opinion	5
Community Engagement	25
TOTAL	100

The top three firms included Bearing Architecture, Oh Planning and Design and Brittell Architecture. All three firms were interviewed and evaluated based on their team experience, community engagement experience, their design and collaboration approach and overall interview quality.

As a result of this process the committee unanimously selected Bearing Architecture. The Bearing team will be led by Chris Keane, AIA. The team brings a depth of experience working with public sector clients and using the CMGC project delivery method. 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.

Consistent with the Owners Representative Services Agreement, the Project has been divided into the following phases:

- Phase 1: Public Engagement and completion of 30% schematic design.
- Phase 2: Full A/E services through project completion.

The maximum total compensation for the contract is \$399,845. The total compensation for Phase 1 is \$75,845. 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 the Agreement will be \$324,000.

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

BUDGET IMPACT

There are sufficient resources in the City Hall fund currently for Phase 1. Additional funding may be required to initiate Phase 2.

WORKLOAD IMPACT

The addition of an Architect will add some additional management and oversight responsibilities. However, the Owners Representative 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 will review the final contract when it is complete.

STAFF RECOMMENDATION

Approve Resolution Authorizing the City Manager to Enter into an Architectural Agreement with Bearing Architecture for Architectural 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 proposal and ask for additional terms.

ATTACHMENTS

1. Fee Proposal
2. Draft AIA Contract
2. Resolution 21-20



Jim Wileford
The Klosh Group
(971) 707-8510

Date: March 20, 2022
Subject: Manzanita City Hall

Dear Jim,

We are very excited that our team has been selected to work with the city of Manzanita on this exciting project. I am pleased to present you with this proposal for a two-phase process for architectural and engineering services. As per the RFP, Phase One will culminate at 30% Schematic Design. Phase Two will include full architectural and engineering services for the project including the completion of Schematic Design, Design Development, Construction Documents, Bidding and Construction Administration.

Phase One – Public Process/30% SD

Based on our conversations we have built our fee around a series of meetings with city staff, stakeholders, and the public (see Exhibit A). This initial effort will focus on programming the building and site and will explore options for the full site development, including building massing and architectural language. As part of this effort, we will consider the viability of renovating some or all the existing buildings on the site. This work will include reviewing and, if necessary, updating, the engineering analysis previously completed for these existing buildings. Throughout this process we will work with the selected CMGC so that at the end of this phase we will have a reliable *Opinion of Probable Cost* for the project. Bearing will lead this effort with some design and development input provided by Walker Macy. We will have our Structural and Civil engineers involved to help with the site utility and existing building assessment.

Programming:

For this effort we have assumed two client meetings during which we will assess the facility's needs and develop a full baseline building and site program. This will include determining the required size of the facility based on current needs, identifying key program elements for all stakeholders, and determining which elements, if any, should be considered as part of a later phase of construction.

Design Team Introduction and Listening Session:

To initiate the public process, we are proposing a public meeting to introduce the design team, describe the design process, and hear the public's ideas about how the site could be developed beyond simply accommodating the program of the City Hall. We will work with the City and its team to design this meeting so that it is efficient, productive and forward looking.

Site Design, Building Massing, and Architectural Character:

Once the programming is complete, we will use this program to develop a series of conceptual site plans, including parking and site access, and conceptual building floorplans. To develop these, and to begin the conversation about architectural character, we are proposing a series of three alternating meetings with city staff and the public. Design options will be reviewed with the client team and updated and adjusted based on that input. Those options will then be shared with the public and ideas and comments from those workshops will be assessed and, where appropriate, folded into the options. The final meetings will be used to select the preferred option to be developed to the 30% SD benchmark.

bearing

215 southeast 9th avenue
unit 303
portland, oregon 97214

503.487.0211
bearingarchitecture.com



Phase Two – Full A/E Services to Complete the Project

Upon successful completion of Phase One and budget confirmation for the project, we will begin Phase Two- the completion of design and documentation documents for the project, followed by construction administration. The design team will work closely during this phase with the CMGC and the City's representatives to develop the project with a close eye on managing the budget and the schedule. At the beginning of this phase, we will work with the CMGC and the City's representatives to develop a project schedule including regular OAC meetings throughout the duration of the project.

Fees and Expenses

Phase One thru 30% SD	-	\$75,845
Phase Two Full A/E Services thru project completion	-	\$324,000
Total		\$399,845

Estimating fees can be difficult when the building program and budget are not clearly set. For that reason, we have not yet solicited full fee proposals from our consultant team. Instead, based on our initial conversations, we have based our Phase 2 fee on a \$3.5M construction cost. Assuming this number and the project scope doesn't change significantly, this will be the not-to-exceed Phase Two fee. Once the site program and budget are confirmed, we will solicit full fee proposals from each member of the design team for your review.

Fees shown are inclusive of incidental expenses, such as in-house copies, check-sets, phone calls, etc. We do however expect to be reimbursed for major printings or other large reproduction requests from the City.

Assumptions & Recommendations

If not already complete, we recommend that the City commission a survey with topography, site utilities, location of major trees, regulatory lines, etc. for the site. We also recommend that the City commission the initial Geotechnical borings and analysis at the beginning of the Phase One work.

We are very excited to have been selected for this project. If you have any questions or concerns about this proposal, please do not hesitate to reach out. We will work with you to get to a scope and fee that meets your needs. We are prepared to get started on Phase One as soon as we can get a contract in place, and we are looking forward to this collaboration with the City and its stakeholders.

Sincerely,

Chris Keane, AIA
Principal

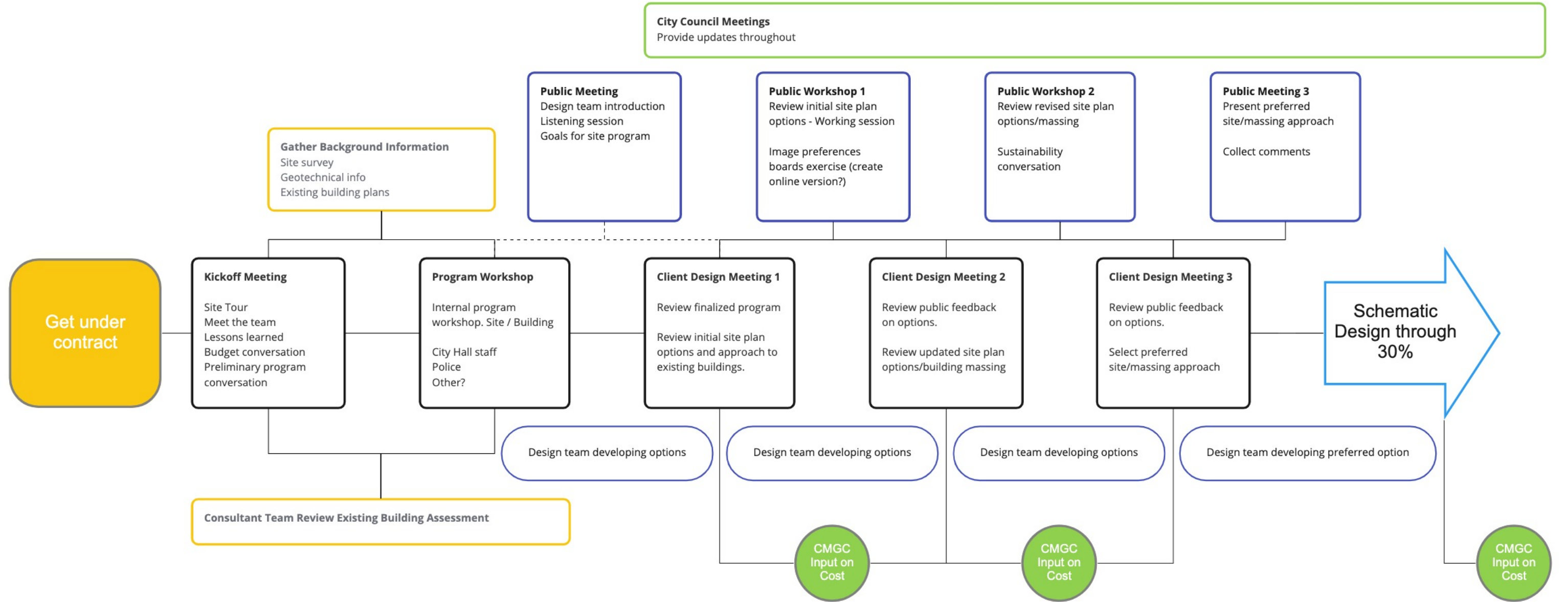


Exhibit A



City of Manzanita

COUNCIL RESOLUTION No. 22-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANZANITA, OREGON, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH BEARING ARCHITECTURE FOR ARCHITECTURAL SERVICES IN AN AMOUNT NOT TO EXCEED \$399,845.

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 City of Manzanita conducted a formal Request for Proposal process and determined that Bearing Architecture was the most qualified to perform the required scope of services; and

WHEREAS, the City of Manzanita and Bearing Architecture have agreed to a scope and budget for the project.

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

Section 1: Authorizes the City Manager to execute an Agreement with Bearing Architecture, Inc to serve as the Project Architect for the City Hall Construction Project in an amount not to exceed \$399,845.

Section 2: City Council authorization of Phase 2 of the City Hall Construction Project is required to execute Phase 2 of the contract.

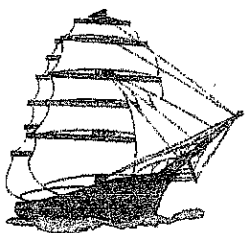
Introduced and adopted by the City Council on _____.

This resolution is effective on _____.

Michael Scott, Mayor

ATTEST:

Leila Aman, City Manager/ City
Recorder



City of Manzanita
Application for Special Event Permit

RECEIVED

MAR 23 2022

CITY OF MANZANITA

Date of request: March 22, 2022

Person making request: Jo Cooper

Mailing address: P.O. Box 264 Nehalem, OR 97131

Phone number: 503-368-1624 Cel number: 503-801-1986

Organization (if applicable): EVCNB CERT

Type of event: Assembly Area Drill

Date(s): June 4 2022 Hours: 10 AM to 1 PM

Location: Underhill Plaza

(check which apply) Public Event: ☐ Private Event: ☐ Charitable: ☐ Profit: ☐

Non-profit: ☒ Public Property Used: ☐ Private Property Used: ☐

Estimated attendance: 30

Police, Fire or Medical support available or needed? Yes: ☐ No: ☒

Restrooms Available: Yes ☐ No: ☐ Handicap Accessible: Yes ☐ No: ☐ Not provided by us

Alcohol Served/Sold/Consumed: Yes: ☐ No: ☒ Type: _____

Live Entertainment: Yes: ☐ No: ☒ Type: _____

Describe Event Support Staff: _____

Describe Parking Conditions: will use some parking - but plan to have people walk/carpool

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

EVCNB/CERT has developed a set of task cards to be used to organize people and achieve the tasks necessary for survival in a mass disaster event. This drill is to practice implementing those tasks.

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT ("Agreement"), entered into and effective this ____ day of _____ ~~2022~~2017 ("Effective Date"), by and between the CITY OF MANZANITA, a municipal corporation of the State of Oregon, hereinafter referred to as the "City," and the TILLAMOOK PEOPLE'S UTILITY DISTRICT, a people's utility district of the State of Oregon, hereinafter referred to as the "District."

WITNESSETH:

WHEREAS, the District is a people's utility district formed and operating within the City pursuant to ORS Ch. 261; and

WHEREAS, the City provides general governmental services to its residents; and as provided by ORS 221.410 to 221.475, ORS 758.210 to 758.270 and ORS 758.470, has the legal authority to regulate publicly owned right-of-way under its control and issue franchises and/or impose charges upon publicly and privately owned suppliers of electrical energy, as well as take any other action or activity specified therein and/or any other applicable Oregon or federal law; and

WHEREAS, the District is authorized by law to own and operate an electrical system within its territorial jurisdiction and service boundary, which authority includes constructing ~~facilities~~works across or along any street within the City after first obtaining consent from the City for such construction, and is authorized to enter into this Agreement with the City; and

WHEREAS, the Franchise Fee payable pursuant to this Agreement is intended to generate revenues used by the City for the provision of general governmental services to its residents; and

NOW, THEREFORE, the District and the City agree as follows:

Section 1 **Grant of Exclusive Franchise**

A. The District's authority to operate within the City shall be deemed an exclusive franchise for the purposes of conducting its electrical distribution business within the corporate limits of the City as the same now exist, or may hereafter be constituted. However, nothing herein contained shall in any way limit the City's ability to grant easement and/or franchise rights to other entities providing services other than electrical distribution services.

B. The District's right to occupy City streets includes the right to construct, maintain, repair, replace, upgrade, and operate poles, wires, fixtures, transformers, substations, other equipment, including lawful pole attachments by third parties, underground ducts and circuits and any other facilities ("Facilities") necessary or convenient to provide services and products upon, over, along, under and across the streets, alleys, roads and other public places and rights-of-way within the corporate limits or under the control of the City ("City Rights-Of-Way") as the same now exist, or may be hereafter constituted.

C. All Facilities located within the corporate limits of the City as of the Effective Date of this Agreement shall be deemed to be covered by the terms of this Agreement, and the location and placement of such Facilities is hereby approved, unless such Facilities become subject to the requirements of Section 7 herein.

Section 2: Term and Termination

A. This Agreement shall be effective as of the Effective Date and shall terminate on April 1, 2027 ("Initial Term"), unless otherwise provided in this Agreement. No later than ninety (90) days prior to the expiration of the Initial Term, the Parties shall begin to discuss a successor agreement. If the Parties have not entered into a successor agreement prior to the expiration of the Initial Term, then this Agreement shall continue to be in effect for an additional six (6) months or until a successor agreement is adopted by the Parties, whichever occurs first. Either party may terminate the Agreement, effective on or after the expiration of the then-current term, by providing six (6) months advanced written notice to the other Party.

B. Notwithstanding any other term set forth in this Agreement, it is expressly agreed by the parties hereto that either party to this Agreement may at any time after giving sixty (60) days written notice to the other party requesting the opening of negotiations to amend or change any term of this Agreement, meet with the other party's representatives to review, negotiate and reach an agreement on the issues set forth in the aforesaid notice.

Section 3: Construction of District Facilities

A. The District will complete all construction, ~~-or-~~ repair or replacement work in a reasonable and safe manner in compliance with the requirements of applicable Oregon laws and City ordinances. Upon request by the City, the District's four-year construction work plans will be submitted to the City as such work plans may be approved by the District.

B. New District poles or other "ground-mounted" facilities installed in the City during any term of this Agreement shall be located, where applicable, behind the sidewalk toward the property owner's side, unless otherwise directed by the City; provided, however, that such facility location shall be in accordance with prudent utility practice and not in violation of any applicable law, rule, code or ordinance. This paragraph shall not apply to the replacement or upgrading of any pole or ground-mounted facility existing as of the Effective Date of this Agreement. After the District completes any such construction work, the District will, upon written request by the City, provide the City with any "as built" drawings and maps and/or sketches. The District should notify the City prior to the installation of any new or replacement pole or other "ground-mounted" facility to ensure that such installation(s) will not interfere with any planned City infrastructure project, as described in Section 7 herein.

C. Upon written request by the City, current utility maps incorporating construction completed by the District within the City shall be provided to the City for the City's use, at no expense to the City. The District and the City shall use map information for their exclusive use only, and to the extent allowed by law, will not disclose that information to the public.

D. Upon written request by the District, current City maps regarding tax lots, roads, streets, alleys, and zoning shall be provided to the District for the District's use at no expense to the District.

E. The District may perform emergency construction, ~~or repair~~ **or replacement** work on any Facilities located within the City without providing prior notice to, or obtaining prior approval from, the City. The District shall notify the City of necessary changes to electrical facilities resulting from **such** emergency work any time that the City's infrastructure is materially affected, not including detours of less than four (4) hours.

F. The District shall have the right, **without notification** to cut, trim, and control the growth by **non**-chemical means, machinery or otherwise remove and dispose of trees **6 inches in circumference or smaller, 6 inches in circumference or smaller**, shrubbery, vegetation and undergrowth in any City Rights-Of-Way that interfere with the District's permitted use.

~~G.~~ **With the exception of emergencies** ~~The District shall obtain prior written permission~~ **for removal of any tree larger than 6".**

~~GH.~~ **The District shall obtain prior written permission** from the City before **removing** cutting, trimming or otherwise controlling in any way any tree, shrubbery, vegetation or undergrowth within the City Rights-Of-Way for reasons other than those specifically listed in subsection (F) above.

~~HH.~~ Any vegetation waste shall be disposed of by District consistent with applicable local, Oregon and federal laws.

Section 4: District Excavations of City Rights-Of-Way

A. The District may make all necessary excavations in the City Rights-Of-Way for the purpose of constructing, repairing, maintaining, **replacing**, removing and/or relocating any District Facilities. All excavation work shall be done at the District's sole expense and in compliance with applicable Oregon laws and the applicable rules and regulations of the District and the City.

B. Whenever the District performs an excavation pursuant to this Agreement, the District shall restore the affected portion of the City Rights-Of-Way to the same or better condition that it was in prior to the excavation.

Section 5: Work By City In City Rights-Of-Way

A. The City will provide advance notice to the District, as early as possible, of any City plans to widen streets, relocate public ways, or other major public improvements within the City that could require relocation of **District** Facilities.

B. The City will give notice of any plans to vacate any City Rights-Of-Way, if the District's Facilities are located within such City Rights-Of-Way. The City will cooperate with the District to avoid unnecessary relocation of such Facilities. In the event of such vacation by the

City, the City shall provide the District with the first right of refusal to convert a portion of the vacated City Rights-Of-Way to a utility easement.

C. Nothing in this Agreement shall be construed as preventing the City from sewerage, grading, paving, planking, repairing, widening, altering, or doing any work that may be reasonably necessary within any City Rights-Of-Way.

D. All work by the City within the City Rights-Of-Way shall be done, to the extent possible, in such a manner so as not to obstruct or prevent the District from freely using and operating its Facilities.

Section 6: New Development Within The City

A. The City will provide the District with the opportunity to review all new street and subdivision designs prior to plat approval by the City.

B. The City and the District will work together to determine the best non-exclusive utility corridor in all new street layouts, whenever reasonably possible.

C. The City shall require building permit applicants to notify the District of building permit applications at the time of such permit application, if such permit is to construct a new structure.

D. The City will provide notice, as early as possible, of any new construction or any expansion of existing commercial or industrial properties that may significantly increase the need for electrical power within the City.

Section 7: Relocation of District Facilities

Notwithstanding Section 5(d) above, the City may cause the District to relocate any Facility within the City Rights-Of-Way to the same or another City Right-of-Way, whenever relocation is necessary as part of a City-related infrastructure project. For purposes of this Agreement, "City-related" shall mean a project that is funded in whole or in part by the City and to be used by the City, and shall not mean a project undertaken by a private party at the request of the City or a project undertaken to satisfy conditions of approval imposed by the City as part of its land use regulations. "Infrastructure project" shall mean: Widening or otherwise modifying or constructing streets; Installing or modifying sidewalks; or Installing or relocating water lines, fire hydrants, valves, blow-offs, storm drains or sewers. The expense of relocating such Facilities will be paid solely by the District. The District will respond with a plan to relocate within 60 days and complete construction within 180 days from the date of notification by the City, unless otherwise agreed to in writing by the District and the City. The location, design and construction specifications of any Facilities relocated pursuant to this Section shall be determined by the District in its sole discretion so long as such location, design and construction specifications otherwise comply with the provisions of this Agreement.

Section 8: Monthly Fee

A. In consideration of the rights and privileges granted in this Agreement, the District shall pay to the City, for each month during the life of this Agreement beginning the Effective Date, a Franchise Fee equal to 5% of the District's gross revenues, as defined below, less adjustments described below, collected during the previous month from District customers whose meters are located within the City ("Franchise Fee").

B. The term "Gross Revenues" includes any amount billed to customers within the corporate limits of the City for the sale of electric energy by the District. Gross Revenues do not include sales of electric energy by the District to the City or any other municipal corporation, Oregon or federal governmental agency, or public taxing body within the corporate limits of the City. Gross Revenues do not include sales of electric energy by the District to any electric utility that is not the ultimate consumer. An electric utility, as used in this Agreement, is any individual, partnership, cooperative, corporation or government agency buying electric energy from the District for purposes of distributing such electric energy to retail customers outside of the City or for purposes of transferring such electric energy in wholesale electric markets. Gross Revenues also do not include proceeds received by the District from the sale of bonds, mortgages, securities or other evidences of indebtedness. Additionally, gross revenues earned in interstate commerce by the District or on the business of the United States Government shall not be included.

C. The District will withhold and retain 2.5% of the Franchise Fee as compensation for the administrative costs incurred by the District in calculating, billing, collecting and paying the Franchise Fee.

D. The City agrees that no other license, tax or charge shall be imposed upon, exacted from or required of the District by the City during the term of this Agreement, except that nothing in this Agreement shall exempt the property of the District from lawful *ad valorem* taxes. This provision does not apply, however, to District contractors working within the City who are required to have City licenses and permits, building permits issued directly to the District, or any utility charge (i.e., water, sewer, etc.) due to the City by the District as a utility customer of the City or any other fee for service owed to the City that is not directly attributable to the provisions contained within this Agreement.

E. The District shall, by policy and in its sole discretion, determine the method of allocating, billing and collecting from its customers the Franchise Fee imposed under this Agreement. The District may at any time, as determined by its Board of Directors, alter its policy for allocating or billing customers for the purpose of collecting the Franchise Fee. The City expressly acknowledges and agrees that all or part of the Franchise Fee may be allocated to and collected solely from District customers within the City as a separately identified item on the District's bills to such customers. The City agrees not to challenge, in a court of law, arbitration, mediation or otherwise, the District's method of allocating, billing or collecting the Franchise Fee from District customers as long as the District complies with applicable Oregon and/or federal law governing such matters. The District shall notify the City no less than 45 days prior to changing its method of allocating, billing or collecting the Franchise Fee before any such changes take effect.

F. At the City's request, the District shall provide a report to the City showing the District's Gross Revenues as defined herein for the previous calendar year and the amount of Franchise Fees due to the City. The District shall have an obligation to maintain financial records of its Gross Revenues and Franchise Fee payments for audit purposes for the term of this Agreement, and the District will keep its books according to generally accepted accounting principles. The City may, at its own expense, and with five (5) business days' notice, audit those books that are maintained in the ordinary course of business at the District's Offices.

Section 9: Pole Attachments

A. If the City wishes to make any attachment of any type to the poles or other Facilities of the District, the City must execute a mutually agreeable pole attachment agreement with the District.

B. The City will notify the District of any request for new cable television or telecommunications franchises or expansion or renewal of existing cable television or telecommunications franchises with the City insofar as attachment of cable or wires to the District's poles is concerned.

Section 10: District Property Values

The franchise and privilege to operate in the City Rights-Of-Way shall not be an enhancement of the District's properties or values or qualify as an asset or item of ownership in any appraisal thereof.

Section 11: Dispute Resolution

Unless otherwise provided herein, in the event a dispute arises relative to any aspect of this Agreement, the parties shall make a good faith effort to resolve the same as follows:

A. First Step: Informal meetings between the managers of the parties, at which a simple statement of the issue or dispute is reduced to writing and an attempt made to resolve the same. If Agreement is reached and approved by the respective governing bodies of the parties, then no further action is required.

B. Second Step: If a resolution is not reached at ~~the~~ "First Step," then the statement of the dispute shall be referred to the respective governing bodies of the parties. A committee of four shall be appointed from the governing bodies of each party ("Dispute Resolution Committee"), with two being appointed by the Mayor of the City from its Council and two being appointed by the President of the District from its Board, at the next ensuing regular meetings of the District and the City. The Dispute Resolution Committee shall meet as soon as practicable following the completion of the appointment process, but in no event not later than forty-five (45) days after the last appointment is made. Said Committee shall attempt to reach a resolution of the issues and/or dispute.

C. Third Step: In the event a resolution is not reached at the "Second Step," then either party hereto may institute such legal action as may be deemed appropriate, whether in law, in equity or in both.

D. Litigation Costs: In the event suit, action or proceedings (other than the proceedings described in Sections 11 .A and 11 .B) are instituted or had to collect any sums payable under the terms of this Agreement, or to enforce any provision of this Agreement, or to protect, assert or determine in any way, either party's rights, the prevailing party shall be entitled to collect as part of the costs in such suit, action or proceedings, the costs of collection in addition to such sum as the judge of the court may adjudge reasonable as attorneys' fees; and in the event of any appeal to an appellate court, the prevailing party shall be entitled to collect such sums as such court shall adjudge reasonable as attorneys' fees on said appeal.

Section 12: Miscellaneous Provision

A. Amendment: This Agreement may only be modified by written consent of both parties. This Agreement supercedes any existing or future ordinance or resolution enacted by either party that is inconsistent or conflicts with the provisions contained herein.

B. Complete Integration: This Agreement reflects the complete agreement of the parties with respect to the subject matter contained herein. This Agreement fully replaces any prior writing or representation made by either party with respect to the subject matter contained herein.

C. Choice of Law: The terms of this Agreement and the authority of each party hereto to execute and perform this Agreement shall be governed by the laws of the State of Oregon. The district shall comply with all applicable local state and federal law, ordinances rules and statutes.

D. Reservation: Except as otherwise expressly stated herein, the District and the City reserve all rights and powers granted them under state and/or federal law as the same may be amended from time to time.

E. Severability: If any of provision in this Agreement is determined by a court of law to be illegal or unenforceable then the remainder of the Agreement shall remain fully effective and enforceable.

Executed this _____ day of _____ 2022~~17~~

Tillamook People's Utility District

City of Manzanita

President, Board of Directors

Mayor

General Manager

City Manager

|



City of Manzanita

COUNCIL RESOLUTION No. 22-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANZANITA, OREGON, SUSPENDING THE PROCESSING AND ISSUANCE OF NEW SHORT TERM RENTAL LICENSES IN THE CITY FOR A PERIOD NOT TO EXCEED 36 MONTHS.

WHEREAS, income generated by short term rentals provide a significant portion of the City's operating resources and is essential to the provision of City services;

WHEREAS, the ongoing livability impacts of Short Term Rentals ("STRs") on the Manzanita community have grown in significance over the last few years; and

WHEREAS, the City Council desires to explore both policy and financing tools to reduce the City's financial reliance on income from STRs for services and to mitigate livability impacts of STRs in residential areas; and

WHEREAS, the City Council also desires to suspend the issuance of new short term rental licenses and any processing of STR applications for new licenses while Council works to identify options to reduce the City's financial reliance on income from STRs and to mitigate the livability impacts of STRs in residential areas.

Now, Therefore, be it Resolved that;

Section 1

The City of Manzanita hereby temporarily suspends (a) the issuance of any new short term rental licenses and (b) the acceptance and processing of applications for new short term rental licenses, until April 6, 2025 or until such time as Council ends this suspension via Resolution.

Section 2

This temporary suspension does not apply to applications for, or renewals of, existing short-term rental licenses under Manzanita Ordinance No. 10-03, as amended.

Section 3

City Council will appoint a Budget Revenue Diversification Committee to explore alternative funding sources to Short-Term Rental income and will direct the Short-Term Rental Committee to study specific livability issues to address community concerns related to STRs in residential areas.

Introduced and adopted by the City Council on _____.

This resolution is effective on _____.

Michael Scott, Mayor

ATTEST:

Leila Aman, City Manager/ City
Recorder