



# CITY OF MANZANITA

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[ci.manzanita.or.us](https://ci.manzanita.or.us)

## COUNCIL REGULAR SESSION

Zoom Video Conference  
<https://ci.manzanita.or.us>

## AGENDA

June 8, 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 Website: ci.manzanita.or.us/broadcast](https://ci.manzanita.or.us/broadcast) or by joining the Zoom webinar:

<https://us02web.zoom.us/j/82412368263>

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. **SPECIAL ITEM – CITIZEN OF THE YEAR** (6:01pm)
3. **AUDIENCE PARTICIPATION** (6:15 p.m.)  
Comments must be limited to city business topics that are not on the agenda. A topic may not be discussed if the topic record has been closed. All remarks should be directed to the whole Council. The presiding officer may refuse to recognize speakers, limit the time permitted for comments, and ask groups to select a spokesperson. **Comments may also be submitted in writing before the meeting, by mail, e-mail (to [cityhall@ci.manzanita.or.us](mailto:cityhall@ci.manzanita.or.us)), or in person to city staff**
4. **CONSENT AGENDA** (6:25)  
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. May 4, 2022 Work Session
    - b. May 4, 2022 Regular Session
  - B. Approval of Bills

**5. NEW BUSINESS (6:30)**

- A.** Recology Fee Update  
Dave Larmouth, Rate Analyst
- B.** Short Term Rental Committee - Resolution  
Mayor Mike Scott, Councilor Jerry Spegman
- C.** Short Term Rental Ordinance Violation Discussion  
Leila Aman, City Manager
- D.** Charter Franchise Agreement  
Leila Aman, City Manager

**6. CITY MANAGER REPORT (7:30)**

**7. INFORMATION AND ADJOURN (7:35)**

CITY OF  
MANZANITA



COUNCIL PACKET

**CITY OF MANZANITA**  
**May 4, 2022**  
**CITY COUNCIL WORK SESSION**

**CALL MEETING TO ORDER:** The meeting was called to order on May 4, 2022, at 3:00 pm via Zoom by Mayor Mike Scott.

**ROLL:** Members present: Mike Scott, Linda Kozlowski, Steve Nuttall, Hans Tonjes, and Jerry Spegman. Staff present: City Manager Leila Aman, Assistant City Recorder Ashley Myers, Accounting Manager Nina Aiello, Chief of Police Erik Harth and STR/TLT Program Manager Judy Wilson.

**1. SHORT TERM RENTAL COMMITTEE UPDATE & ENFORCEMENT DISCUSSION:**

The City received sixteen applications for the five positions of the upcoming Short Term Rental Committee. Councilor Jerry Spegman, City Manager Leila Aman and Mayor Mike Scott will review the applications and recommend committee appointments to Council at the June Council meeting.

City Manager Leila Aman and Chief of Police Erik Harth led a discussion with Council regarding our current internal process for short term rental code enforcement and additional processes that could better respond to short term rental ordinance violations and nuisances.

The discussion focused on the possible need for a more proactive and less reactive approach specifically around the idea of creating a position with a designated function as a city representative to both the community and the short-term rental properties. Topics for the position included: job description, job title, transportation, budgetary impacts, and how this position would interact with other city departments. More broad functions of the role were also discussed, including time in the field, public education, community resource and interaction, a visible presence, point of contact for a variety of short-term rental complaints.

City Manager Aman mentioned logistical concerns such as pay, vehicle and transportation costs, office space, job description, the timeline of the hiring process, onboarding new staff, and budgetary impacts on this fiscal year and next fiscal year's budget.

In addition to the idea of a new position, the Council discussed opportunities to strengthen the short-term rental ordinance with an emphasis on the property owner's responsibilities and consequences.

**2. LOCAL VOTER PAMPHLET:**

Councilor Jerry Spegman provided an update on two issues raised at the previous meeting including liability related to content management and the cost of creating such a document.

In response to the City's potential liability for any content in the pamphlet, Councilor Spegman provided examples of other cities who have already accomplished the task of creating their own local voter pamphlet and gave details of their processes. In those cities, candidates provide their own information and disclaimer language is used to remove any of the City's liability. Councilor Spegman highlighted the benefit of Tillamook County's current template to gather information from candidates.

Councilor Spegman provided examples of other approaches beyond a more costly printed mailer such as creating an online document, or utilizing the quarterly water bill for promotion, and charging candidates a fee to participate.

Council discussed how the project could move forward in way that would require the least amount of staff time and production cost, while still providing voters the candidate information. Councilor Spegman and City Manager Aman will continue to explore the possibilities.

### **3. ADJOURN:**

**Mayor Scott adjourned the meeting at 4:41 pm.**

**MINUTES APPROVED THIS  
8th Day of June, 2022**

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Michael Scott, Mayor

Attest:

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Leila Aman, City Manager

CITY OF MANZANITA  
MAY 4, 2022  
CITY COUNCIL REGULAR SESSION

**1. CALL TO ORDER:** The meeting was called to order on May 4, 2022 at 6:00 pm via Zoom by Mayor Mike Scott.

**Roll:** Council members present: Mayor Mike Scott, Linda Kozlowski, Steve Nuttall, Hans Tonjes and Jerry Spegman. Staff present: City Manager Leila Aman, Accounting Manager Nina Aiello, Assistant City Recorder Ashley Myers, Public Works Director Dan Weitzel and Chief of Police Erik Harth. Panelists present: Meghan Ruona, Judy Lee, Lee Hiltenbrand, Jim Pentz and Rick Hinkes.

**2. AUDIENCE PARTICIPATION:** There were 21 people in attendance. There was one (1) public comment regarding the safety of Manzanita's water.

**3. CONSENT AGENDA:**

- A. APPROVAL OF MINUTES – April 6, 2022 City Council Work Session and April 6, 2022 City Council Regular Session
- B. APPROVAL OF BILLS FOR PAYMENT

A motion was made by Tonjes, seconded by Kozlowski, to approve the consent agenda that includes approval of the April 6, 2022 City Council Work Session and April 6, 2022 City Council Regular Session as amended; approve payment of bills and all subsequent bills subject to approval by the Mayor or Council President and City Manager; Motion passed unanimously.

**4. ORDINANCE – 2<sup>ND</sup> READING:**

A. Ordinance 22-01 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 – 2<sup>ND</sup> READING

A motion was made by Kozlowski, seconded by Nuttall, to approve the second reading of Ordinance 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.; Motion passed 3-0 with Tonjes recusing himself and Spegman abstaining.

**5. NEW BUSINESS:**

A. Salary Schedule – Resolution – City Manager Leila Aman – City Manager Aman presented Resolution 22-06 setting salaries for City employees for fiscal year 2022-2023.

**A motion was made by Tonjes, seconded by Kozlowski, to approve the Resolution 22-06 A Resolution of the City Council of the City of Manzanita, Oregon, Setting Salaries for City Employees for Fiscal Year 2022-2023; Motion passed unanimously.**

**B. Heart of Cartm – Resolution** – Cartm Board Chair Kelley Roy provided an overview of the evolution of Cartm, its partnerships and its three-to-five year plan to rebuild, as well as information about the upcoming Trash Bash Art Festival. Roy presented Resolution 22-07 in Support of Leading Our Community Towards Zero Waste.

**A motion was made by Kozlowski, seconded by Spegman, to approve the Resolution 22-07 A resolution of the City Council of the City of Manzanita, Oregon, in Support of Leading Our Community Towards Zero Waste; Motion passed unanimously.**

**C. TCVA Proposal for Continuing Services for the Visitor Center – City Manager Leila Aman** – City Manager Aman introduced Nan Devlin and Carolyn Greenwood and their continued management of the Manzanita Visitor Center. Devlin submitted two proposals on behalf of the Tillamook Coast Visitors Association. Both proposals were structured to retain Greenwood throughout the year, manage the website and social media, update the facility and purchase visitor gifts. The second proposal included an option for TCVA to manage a grant program. Greenwood oversees the day-to-day operation of the visitor center, recruiting volunteers, visitor activities and website maintenance. Council discussed the destination management plan, local workshops, a committee of community members, a weekly newsletter, and a quarterly report. Council gave direction to City Manager Aman to move forward with the proposal option that did not include the grant program at this time, with an option to pursue that grant program later.

**D. 470 North – Abatement Update and Discussion – Police Chief Erik Harth** – Chief Harth provided a review and update on the 470 North Ave abatement. A certified letter was sent to the property management company in March, stating the abatement process had begun. Within two weeks, the management company had scheduled regular yard maintenance and moved all items into the residence, except the vehicle. They will not move the vehicle. Council formed consensus to move forward with the abatement, giving direction to Chief Harth to contact a local tow company to inquire if they would tow a vehicle without a title and at what cost.

**A motion made by Tonjes, seconded by Kozlowski, authorizing the continued abatement and towing of the vehicle at 470 North Avenue, as the law allows; Motion passed unanimously.**

**D. Special Event Permit – Muttzanita** – Meghan Ruona presented the Special Event Permit, which will allow Muttzanita to hold Muttzanita Festival 2022 on September 10, 2022 from 10:00 am to 3:00 pm. The event will include a parade, live music, food vendors and more. The event anticipates 100 participants.



**A motion was made by Kozlowski, seconded by Spegman, to approve the Muttzanita Special Event Permit; Motion passed unanimously.**

**F. Special Event Permit – Little Apple Fireworks Stand** – Judy Lee had technical difficulties. The Council moved to the next agenda items until the difficulties could be resolved.

**G. Special Event Permit – EVCNB** – Lee Hiltenbrand presented the Special Event Permit, which will allow Emergency Volunteer Corps of Nehalem Bay the recurring use of Underhill Plaza from May 5, 2022 to December 31, 2022, from 8:00 am to 7:00 pm, with the understanding that scheduling must be requested to the Public Works Director Dan Weitzel at least one week in advance of each event. Most of the events anticipate 20 participants. However, the events on June 14, 15 and 16, 2022 anticipate up to 300 participants.

**A motion was made by Kozlowski, seconded by Tonjes, to approve the EVCNB Special Event Permit; Motion passed unanimously.**

## **6. CITY MANAGER REPORT:**

**A. City Manager Leila Aman** – City Manager Aman gave several updates. The budget has been posted on the city website. The racoon and cat trapping program has been discontinued. Historically, the city has lent a humane trap to residents but will no longer do so. Citizen of the Year nominations are due May 20, 2022. Tillamook PUD has agreed to the City's terms in the franchise agreement to consult with the City prior to removing trees 6 inches or wider. Information regarding the budget diversification committee will be coming soon. Aman will provide an architectural contract update during the June Council meeting. The Tillamook County ballot box has been moved to the bus stop on 5<sup>th</sup> Street.

## **5. NEW BUSINESS:**

**F. Special Event Permit – Little Apple Fireworks Stand** – Judy Lee had technical difficulties and was unable to speak during the meeting. Lee provided the Council a letter of explanation with her permit application. The Special Event Permit would allow S.A.F.E. Class of 2023 to hold a fireworks booth fundraiser from June 23, 2022, to July 4, 2022, from 10:00 am to 6:00 pm. Councilor Nuttall spoke to the errors in the application that he request be correct in the final permit. Nuttall also requested the final permit to include language regarding the fireworks to abide by State law.

**A motion was made by Tonjes, seconded by Kozlowski, to approve the Little Apple Fireworks Stand Special Event Permit as amended; Motion passed unanimously.**

## **7. INFORMATION AND ADJOURN:**

1. Manzanita Municipal Court will be held on May 13, 2022, at 1:30 pm and continues to remain closed to the public.



2. Planning Commission will be held May 16, 2022, at 4:00 pm through video conference. The meeting agenda, materials and link can be found on the city website.

3. Budget Committee Meetings will be held May 9 and 10, 2022 at 4:00 pm and May 18, 2022, at 6:00 pm through video conference. The meeting agenda, materials and link can be found on the city website.

**Mayor Scott adjourned the meeting at 7:30PM.**

**MINUTES APPROVED THIS  
8th Day of June, 2022**

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Michael Scott, Mayor

Attest:

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Leila Aman, City Manager

## BILLS FOR APPROVAL OF PAYMENT

From 05/01/2022 - 05/31/2022

VENDOR	TOTAL	ADMIN	POLICE	BLDG	COURT	PARKS	CH Expansion	ROADS	Visitors Center	WATER
ANDERSON PERRY (PROFESSIONAL SERVICES)	\$280.46									\$280.46
CASELLE (FINANCIAL SOFTWARE)	\$1,889.00	\$1,332.00								\$557.00
CHARTER (INTERNET SERVICE)	\$459.93	\$219.98							\$109.97	\$129.98
CITY OF NEHALEM (FINES & ASSESSMENTS)	\$547.00				\$547.00					
CITY OF WHEELER (FINES & ASSESSMENTS)	\$561.25				\$561.25					
COAST PRINTING (SUPPLIES)	\$60.00	\$60.00								
CONSOLOIDATED SUPPLY (MATERIALS & SUPPLIES)	\$5,039.32									\$5,039.32
ENCORE INVESTMENTS (BOND REPAYMENT)	\$152,465.00	\$152,465.00								
FASTENAL (MATERIALS & SUPPLIES)	\$2,074.15							\$1,037.08		\$1,037.07
FERGUSON (PLUMBING SUPPLIES)	\$7,153.75									\$7,153.75
GALLS (UNIFORMS)	\$162.84		\$162.84							
GFOA (ANNUAL SIBSCRIPTION)	\$160.00		\$160.00							
HEADLIGHT HERALD (ADVERTISING)	\$861.48	\$667.11		\$194.37						
LANE COUNCIL OF GVT (PROFESSIONAL SERVICES)	\$6,755.31	\$6,469.40		\$285.91						
LARRY BLAKE (JUDICIAL SERVICES)	\$400.00				\$400.00					

## BILLS FOR APPROVAL OF PAYMENT

From 05/01/2022 - 05/31/2022

VENDOR	TOTAL	ADMIN	POLICE	BLDG	COURT	PARKS	CH Expansion	ROADS	Visitors Center	WATER
LWR NEHALEM TRUST (ELK MEADOWS STEWARDSHIP)	\$800.00					\$800.00				
MANZANITA LUMBER (BUILDING MATERIALS)	\$64.84							\$64.84		
MARNI JOHNSTON (FINANCE CONSULTANT)	\$375.00	\$375.00								
MILLER NASH (CITY ATTORNEY)	\$3,764.00	\$1,117.50					\$2,646.50			
NAPA AUTOPARTS (VEHICLE MAINTENANCE)	\$357.16									\$357.16
NB WASTEWATER (UTILITIES)	\$850.50	\$162.00	\$162.00	\$81.00		\$364.50				\$81.00
NEHALEM LUMBER (BUILDING MATERIALS)	\$64.41								\$64.41	
NORTH COAST CITIZEN (ANNUAL SUBSCRIPTION)	\$50.00	\$50.00								
NC CIVIL DESIGN (PROFESSIONAL SERVICES)	\$5,270.50							\$1,054.10		\$4,216.40
NW CODE PROFESSIONALS (PROFESSIONAL SERVICES)	\$2,912.27			\$2,912.27						
ONE CALL (STATE LOCATE FEES)	\$23.87									\$23.87
ONE ELEVEN (IT SERVICES)	\$3,560.00	\$2,305.00		\$140.00			\$735.00		\$210.00	\$170.00
ONE ELEVEN (EQUIPMENT)	\$541.37	\$541.37								
OR DEPT OF REVENUE (FINES & ASSESSMENTS)	\$584.75				\$584.75					

**BILLS FOR APPROVAL OF PAYMENT**  
**From 05/01/2022 - 05/31/2022**

VENDOR	TOTAL	ADMIN	POLICE	BLDG	COURT	PARKS	CH Expansion	ROADS	Visitors Center	WATER
OREGON DEQ (PERMIT FEES)	\$787.00									\$787.00
OREGON DMV (RECORDS REQUEST)	\$2.90				\$2.90					
OR HEALTH AUTHORITY (ANNUAL WATER SYSTEM FEE)	\$1,200.00									\$1,200.00
WASHINGTON DMV (RECORDS REQUEST)	\$0.20				\$0.20					
PACIFIC ALARM SYSTEMS (ALARM SERVICES)	\$2,087.00									\$2,087.00
PACIFIC OFFICE (COPY/POSTAGE SERVICE)	\$177.71	\$109.21		\$13.70	\$27.40					\$27.40
RHYNO NETWORKS (IT SERVICES)	\$387.00	\$231.00	\$66.00							\$90.00
RTI (PHONE SERVICE)	\$490.55	\$62.14	\$97.20	\$19.12	\$14.34					\$297.75
SHELDON OIL CO. (FUEL)	\$2,262.56		\$1,020.80	\$79.02		\$58.14		\$290.69		\$813.91
STAPLES (OFFICE SUPPLIES)	\$119.98	\$119.98								
SURPLUS CASHIER (EQUIPMENT & SUPPLIES)	\$3,943.00	\$1,135.00								\$2,808.00
TILL. COAST VISITORS ASSC (VC COORDINATOR)	\$12,549.18								\$12,549.18	
TILLAMOOK CO (FINES & ASSESSMENTS)	\$144.00				\$144.00					
TILLAMOOK PUD (ELECTRIC SERVICE)	\$4,116.53	\$227.68	\$302.29	\$18.12	\$12.94	\$79.10	\$48.97	\$609.00	\$106.77	\$2,711.66
US BANK (CITY VISA)	\$8,742.27	\$306.06	\$438.44	\$258.50				\$1,733.69	\$1,289.12	\$4,716.46

# BILLS FOR APPROVAL OF PAYMENT

From 05/01/2022 - 05/31/2022

VENDOR	TOTAL	ADMIN	POLICE	BLDG	COURT	PARKS	CH Expansion	ROADS	Visitors Center	WATER
VERIZON (TELEPHONE)	\$1,161.21	\$299.44	\$344.39	\$114.98					\$64.99	\$337.41
<b>TOTALS</b>	\$236,259.25	\$168,254.87	\$2,753.96	\$4,116.99	\$2,294.78	\$1,301.74	\$3,430.47	\$4,789.40	\$14,394.44	\$34,922.60



Ms. Leila Aman  
City Manager  
PO Box 129  
Manzanita, OR 97130

March 31, 2022

Dear Leila:

In compliance with the terms of our franchise agreement, please find enclosed the following documents that make up the Rate Review Report and Annual Financial Report:

1. Rate Review Report, which includes the following:
  - a. All the actual expenses incurred in the preceding calendar year, and all allowable expenses that we reasonably anticipate will be incurred in the upcoming rate year,
  - b. The allocation factors and percentages used to allocate shared expenses, and
  - c. The Operating Margin and Ratio for the preceding calendar year and the upcoming rate year.
2. Reviewed Financial Statement for RWO – North Coast Collections for calendar year 2021.
3. Rate Sheets showing the current and proposed changes to all collection rates.

2021 was a challenging year for our company and the customers we serve. Supply chain issues affected our ability to get carts, containers, and truck parts in a timely manner. We also dealt with staff shortages due to COVID-19 and the tight workforce competition for CDL drivers.

As you may recall, the cities of Manzanita, Nehalem and Wheeler are treated as a single combined jurisdiction for the purposes of rate review. Based on our projections for the upcoming rate year (July 1, 2022 – June 30, 2023), we expect to be outside the range of what we consider to be a reasonable return. However, since the three cities we serve recently signed new agreements, we are proposing to hold most rates the same for this year. One exception is the debris box ton rate. We are proposing to change this rate by 6%, to match the increase in the ton rate we are charged when we deliver these boxes to the Tillamook Transfer Station. This rate appears on page 4 of the attached rate sheets.

We appreciate the opportunity to provide these essential services to our neighbors in North Tillamook County. We take this obligation seriously and are committed to keeping our operations running as expected. We look forward to attending an upcoming council meeting, either in person or via computer.

Please let us know if you have any questions or need any additional information. You can reach our Rate Analyst Dave Larmouth at 503-437-0103 or [dlarmouth@recology.com](mailto:dlarmouth@recology.com).

Respectfully,

A handwritten signature in black ink, appearing to read 'Chris Carey', with a stylized flourish at the end.

Chris Carey  
General Manager

**RECOLOGY WESTERN OREGON  
MAN CITY OF MANZANITA**

**SUMMARY RATE SHEET  
EFF. DATE: 7/1/2022**

CODE	DESCRIPTION	CURRENT RATE	INC %	INC \$\$	NEW RATE
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**CART SERVICES - CURBSIDE**

CURBSIDE: WITHIN 4 FEET OF THE CURB OR ROAD, AND AWAY FROM ALL CARS, MAIL BOXES, OR OTHER ITEMS.

**32 GALLON CART SERVICE**

**MONTHLY RATES**

32GWC	32G CART-CURB	\$ 25.73	0.00%	\$ -	\$ 25.73
32GEC	32G CART EOW-CURBSIDE	\$ 16.73	0.00%	\$ -	\$ 16.73
32GMC	32G CART MONTHLY-CURB	\$ 9.02	0.00%	\$ -	\$ 9.02
OC3C	32 GAL CART ON CALL CURB	\$ 9.02	0.00%	\$ -	\$ 9.02
	EACH ADDITIONAL - SAME RATE				

**90 GALLON CART SERVICE**

**MONTHLY RATES**

90GWC	90G CART-CURB	\$ 42.90	0.00%	\$ -	\$ 42.90
90GEC	90G CART EOW-CURB	\$ 27.88	0.00%	\$ -	\$ 27.88
90GMC	90G CART OAM-CURB	\$ 15.01	0.00%	\$ -	\$ 15.01
OC9C	90 GAL CART ON CALL CURB	\$ 15.01	0.00%	\$ -	\$ 15.01
	EACH ADDITIONAL - SAME RATE				

**MONTHLY CART RENT (FOR ON-CALL SERVICE)**

90GOC	90G CART WILL CALL-CURB	\$ 2.70	0.00%	\$ -	\$ 2.70
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**SPECIAL PICK-UP (FOR OFF-SCHEDULE COLLECT (C/S = Curbside)**

**RATE PER EACH**

SP32C	SPEC P/U 32G CART C/S	\$ 9.02	0.00%	\$ -	\$ 9.02
SP90C	SPEC P/U 90G CART C/S	\$ 15.01	0.00%	\$ -	\$ 15.01

**CART SERVICES - NON-CURBSIDE (SIDEYARD)**

NON-CURBSIDE: VISIBLE FROM THE STREET, OUTSIDE OF GARAGES AND FENCED AREAS.

**32 GALLON CART SERVICE**

**MONTHLY RATES**

32GWS	32G CART-SIDE	\$ 26.25	0.00%	\$ -	\$ 26.25
32GES	32G CART EOW-SIDEYARD	\$ 17.06	0.00%	\$ -	\$ 17.06
32GMS	32G CART MONTHLY-SIDE	\$ 9.20	0.00%	\$ -	\$ 9.20
OC3S	32 GAL CART ON CALL SIDE	\$ 9.20	0.00%	\$ -	\$ 9.20
	EACH ADDITIONAL - SAME RATE				

**90 GALLON CART SERVICE**

**MONTHLY RATES**

90GWS	90G CART-SIDE	\$ 65.76	0.00%	\$ -	\$ 65.76
90GES	90G CART EOW-SIDE	\$ 42.78	0.00%	\$ -	\$ 42.78
90GMS	90G CART OAM-SIDE	\$ 23.01	0.00%	\$ -	\$ 23.01
OC9S	90 GAL CART ON CALL SIDE	\$ 23.01	0.00%	\$ -	\$ 23.01
	EACH ADDITIONAL - SAME RATE				

**MONTHLY CART RENT (FOR ON-CALL SERVICE)**

90GOS	90G CART WILL CALL-SIDE	\$ 2.70	0.00%	\$ -	\$ 2.70
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**SPECIAL PICK-UP (FOR OFF-SCHEDULE COLLECT (NON C/S = Non-Curbside)**

**RATE PER EACH**

SP32S	SPEC P/U 32G CART NON C/S	\$ 9.20	0.00%	\$ -	\$ 9.20
SP90S	SPEC P/U 90G CART NON C/S	\$ 23.01	0.00%	\$ -	\$ 23.01



**RECOLOGY WESTERN OREGON  
MAN CITY OF MANZANITA**

**SUMMARY RATE SHEET  
EFF. DATE: 7/1/2022**

CODE	DESCRIPTION	CURRENT RATE	INC %	INC \$\$	NEW RATE
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**OTHER SERVICES & FEES**

**EXTRAS - PER UNIT CHARGES (APPROX. 32 GALLONS PER UNIT)**

**RATE PER EACH**

XBAG	EXTRA BAG(S)	\$ 6.77	0.00%	\$ -	\$ 6.77
XBOX	EXTRA BOX	\$ 6.77	0.00%	\$ -	\$ 6.77
XCAN	EXTRA CAN(S)	\$ 6.77	0.00%	\$ -	\$ 6.77
XMISC	EXTRA MISC	\$ 6.77	0.00%	\$ -	\$ 6.77
X32	EXTRA 32G CART(S)	\$ 6.77	0.00%	\$ -	\$ 6.77
X90	EXTRA 90G CART(S)	\$ 10.74	0.00%	\$ -	\$ 10.74

**BULKY ITEM COLLECTION (SVC CHARGE + CHARGE PER ITEM)**

RATES LISTED ARE FOR COLLECTION AT CURB. ADDITIONAL CHARGES MAY APPLY FOR RETRIEVAL.

**RATE PER EACH**

APF	REFRIGERATOR/FREEZER	\$ 51.66	0.00%	\$ -	\$ 51.66
APPL	APPLIANCE	\$ 11.48	0.00%	\$ -	\$ 11.48
FURN	FURNITURE CHARGE	\$ 17.22	0.00%	\$ -	\$ 17.22
TREE	EXTRA CHRISTMAS TREE	\$ 13.57	0.00%	\$ -	\$ 13.57
IRSC	IN ROUTE SERVICE CHARGE	\$ 20.31	0.00%	\$ -	\$ 20.31
SC	SERVICE CHARGE	\$ 46.22	0.00%	\$ -	\$ 46.22

**RELATED FEES**

**RATE PER EACH**

CRIR	CART REDELIVERY IN ROUTE	\$ 10.00	0.00%	\$ -	\$ 10.00
CROR	CART REDELIVER OUT OF ROUTE	\$ 20.00	0.00%	\$ -	\$ 20.00
CORDF	CONTAINER RE-DELIVERY FEE	\$ 46.22	0.00%	\$ -	\$ 46.22

Note: Re-Delivery fees apply for resume service after suspend.

**RATE PER EACH**

CCF	CART CLEANING FEE	\$ 10.00	0.00%	\$ -	\$ 10.00
CRF	CART REPLACEMENT FEE	\$ 65.00	0.00%	\$ -	\$ 65.00

Note: Replacement fee is used for loss/damage beyond normal wear and tear.

**RATE PER EACH**

WLI	WIND LATCH INSTALLATION	\$ 15.00	0.00%	\$ -	\$ 15.00
RF	REINSTATEMENT FEE	\$ 15.00	0.00%	\$ -	\$ 15.00
NSFCF	RETURNED CHECK FEE	\$ 25.00	0.00%	\$ -	\$ 25.00

**FRONT-LOAD CONTAINER SERVICE**

**1 YARD CONTAINERS**

**MONTHLY RATES**

1GW	1YD TRASH	\$ 144.12	0.00%	\$ -	\$ 144.12
1GE	1YD TRASH EOW	\$ 84.86	0.00%	\$ -	\$ 84.86
1GM	1YD TRASH MONTHLY	\$ 52.97	0.00%	\$ -	\$ 52.97
1OC	ON CALL-1YD TRASH	\$ 30.12	0.00%	\$ -	\$ 30.12
1XP	EXTRA PICK UP-1YD TRASH	\$ 30.12	0.00%	\$ -	\$ 30.12

**1.5 YARD CONTAINERS**

**MONTHLY RATES**

1HGW	1.5YD TRASH	\$ 180.27	0.00%	\$ -	\$ 180.27
1HGE	1.5YD TRASH EOW	\$ 102.93	0.00%	\$ -	\$ 102.93
1HGM	1.5YD TRASH MONTHLY	\$ 60.93	0.00%	\$ -	\$ 60.93
1HOC	ON CALL-1.5YD TRASH	\$ 39.28	0.00%	\$ -	\$ 39.28
1HXP	EXTRA PICK UP-1.5YD TRASH	\$ 39.28	0.00%	\$ -	\$ 39.28

**2 YARD CONTAINERS**

**MONTHLY RATES**

2GW	2YD TRASH	\$ 216.43	0.00%	\$ -	\$ 216.43
2GE	2YD TRASH EOW	\$ 121.01	0.00%	\$ -	\$ 121.01
2GM	2YD TRASH MONTHLY	\$ 69.68	0.00%	\$ -	\$ 69.68
2OC	ON CALL-2YD TRASH	\$ 48.47	0.00%	\$ -	\$ 48.47
2XP	EXTRA PICK UP-2YD TRASH	\$ 48.47	0.00%	\$ -	\$ 48.47

**RECOLOGY WESTERN OREGON  
MAN CITY OF MANZANITA**

**SUMMARY RATE SHEET  
EFF. DATE: 7/1/2022**

CODE	DESCRIPTION	CURRENT RATE	INC %	INC \$\$	NEW RATE
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**3 YARD CONTAINERS**

**MONTHLY RATES**

3GW	3YD TRASH	\$ 288.70	0.00%	\$ -	\$ 288.70
3GE	3YD TRASH EOW	\$ 157.15	0.00%	\$ -	\$ 157.15
3GM	3YD TRASH MONTHLY	\$ 86.36	0.00%	\$ -	\$ 86.36
3OC	ON CALL-3YD TRASH	\$ 66.85	0.00%	\$ -	\$ 66.85
3XP	EXTRA PICK UP-3YD TRASH	\$ 66.85	0.00%	\$ -	\$ 66.85

**4 YARD CONTAINERS**

**MONTHLY RATES**

4GW	4YD TRASH	\$ 361.02	0.00%	\$ -	\$ 361.02
4GE	4YD TRASH EOW	\$ 193.32	0.00%	\$ -	\$ 193.32
4GM	4YD TRASH MONTHLY	\$ 103.08	0.00%	\$ -	\$ 103.08
4OC	ON CALL-4YD TRASH	\$ 85.22	0.00%	\$ -	\$ 85.22
4XP	EXTRA PICK UP-4YD TRASH	\$ 85.22	0.00%	\$ -	\$ 85.22

**5 YARD CONTAINERS**

**MONTHLY RATES**

5GW	5YD TRASH	\$ 433.32	0.00%	\$ -	\$ 433.32
5GE	5YD TRASH EOW	\$ 229.46	0.00%	\$ -	\$ 229.46
5GM	5YD TRASH MONTHLY	\$ 119.77	0.00%	\$ -	\$ 119.77
5OC	ON CALL-5YD TRASH	\$ 103.55	0.00%	\$ -	\$ 103.55
5XP	EXTRA PICK UP-5YD TRASH	\$ 103.55	0.00%	\$ -	\$ 103.55

**6 YARD CONTAINERS**

**MONTHLY RATES**

6GW	6YD TRASH	\$ 505.61	0.00%	\$ -	\$ 505.61
6GE	6YD TRASH EOW	\$ 265.62	0.00%	\$ -	\$ 265.62
6GM	6YD TRASH MONTHLY	\$ 136.46	0.00%	\$ -	\$ 136.46
6OC	ON CALL-6YD TRASH	\$ 121.94	0.00%	\$ -	\$ 121.94
6XP	EXTRA PICK UP-6YD TRASH	\$ 121.94	0.00%	\$ -	\$ 121.94

**8 YARD CONTAINERS (NO NEW CUSTOMERS AT THIS SIZE DUE TO SAFETY ISSUES)**

**MONTHLY RATES**

8GW	8YD TRASH	\$ 593.49	0.00%	\$ -	\$ 593.49
8GE	8YD TRASH EOW	\$ 309.52	0.00%	\$ -	\$ 309.52
8GM	8YD TRASH MONTHLY	\$ 156.75	0.00%	\$ -	\$ 156.75
8OC	ON CALL-8YD TRASH	\$ 144.27	0.00%	\$ -	\$ 144.27
8XP	EXTRA PICK UP-8YD TRASH	\$ 144.27	0.00%	\$ -	\$ 144.27

**CONTAINER MONTHLY RENT (CHARGED TO WILL-CALL CUSTOMERS, SAME FOR ALL SIZES)**

RNT1	1YD RENT - TRASH	\$ 20.00	0.00%	\$ -	\$ 20.00
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**FRONT-LOAD COMPACTOR RATE FACTORS - For all compacted material, including pre-compacted waste.**

Compactor Rating	<b>4 : 1</b>	<b>3 : 1</b>	<b>2 : 1</b>
Factor applied to container rate of same size	1.5	1.3	1.12

**DEBRIS BOX SERVICES**

**SET HAUL FEES (BASED ON AVERAGE TRUCK TIMES)**

**RATE PER HAUL**

DEL	DELIVERY CHARGE	\$ 46.21	0.00%	\$ -	\$ 46.21
10HG	10 YD TRASH BOX HAUL	\$ 233.51	0.00%	\$ -	\$ 233.51
20HG	20 YD TRASH BOX HAUL	\$ 233.51	0.00%	\$ -	\$ 233.51
30HG	30 YD TRASH BOX HAUL	\$ 233.51	0.00%	\$ -	\$ 233.51
47HG	47 YD TRASH BOX HAUL	\$ 233.51	0.00%	\$ -	\$ 233.51
40CG	COMPACTOR HAUL FEE (ALL SIZES)	\$ 272.79	0.00%	\$ -	\$ 272.79

**RECOLOGY WESTERN OREGON  
MAN CITY OF MANZANITA**

**SUMMARY RATE SHEET  
EFF. DATE: 7/1/2022**

CODE	DESCRIPTION	CURRENT RATE	INC %	INC \$\$	NEW RATE
<b>DEBRIS BOX DISPOSAL FEES (\$\$/TON)</b>		<b>RATE PER TON</b>			
DFDM	DISPOSAL FEE - DEMOLITION	\$ 96.78	6.00%	\$ 5.81	\$ 102.59
DFG	DISPOSAL FEE - GARBAGE	\$ 96.78	6.00%	\$ 5.81	\$ 102.59
DFWD	DISPOSAL FEE - WOOD	\$ 56.00	0.00%	\$ -	\$ 56.00
DFYD	DISPOSAL FEE - YARD DEBRIS	\$ 85.23	0.00%	\$ -	\$ 85.23

Note: Recycling ton fees will be equal to or less than trash fees, based on current market pricing.

<b>RELATED FEES</b>		<b>RATE PER DAY</b>			
RENTD	DAILY RENTAL FEE	\$ 14.35	0.00%	\$ -	\$ 14.35

Note: Daily Rent applies after 48 hours, excluding evenings and weekends.

		<b>RATE PER MONTH</b>			
RENTM	MONTHLY RENTAL FEE	\$ 128.65	0.00%	\$ -	\$ 128.65

Note: Monthly rent applies for customers who keep a box for a year or longer.

		<b>RATE PER HOUR</b>			
TIME	TRUCK TIME FEE	\$ 121.60	0.00%	\$ -	\$ 121.60
1T1E	1 TRUCK - 1 EMPLOYEE	\$ 121.60	0.00%	\$ -	\$ 121.60
1T2E	1 TRUCK - 2 EMPLOYEES	\$ 182.42	0.00%	\$ -	\$ 182.42

Note: Hourly Truck Time is used for hauls to destinations outside our normal operating areas.

<b>TEMPORARY RENTAL CONTAINERS</b>		<b>RATE PER EACH</b>			
3YRGD	DELV 3 YD RENTAL FOR TRASH	\$ 26.86	0.00%	\$ -	\$ 26.86
3YRGP	SERVICE 3 YD RENTAL FOR TRASH	\$ 93.57	0.00%	\$ -	\$ 93.57
3YRXD	ADDL DAY - 3YD RENT CONTAINER	\$ 2.00	0.00%	\$ -	\$ 2.00

Note: Temporary = not longer than 30 days, with 45 days between projects. Rent included for first 7 days.

**BULKY ITEMS - DEBRIS BOX**

STANDARD FEES APPLY FOR THESE ITEMS IF DECLARED & SEPARATED ACCORDING TO INSTRUCTIONS.

ADDITIONAL FEES MAY APPLY FOR ITEMS FOUND IN LOADS.

		<b>RATE PER EACH</b>			
TOFFR	TIRE CHARGE NO RIM	\$ 4.59	0.00%	\$ -	\$ 4.59
TONR	TIRE CHARGE ON RIM	\$ 9.18	0.00%	\$ -	\$ 9.18
APPL	APPLIANCE	\$ 11.48	0.00%	\$ -	\$ 11.48
APF	REFRIGERATOR/FREEZER	\$ 51.66	0.00%	\$ -	\$ 51.66

<b>MEDICAL WASTE COLLECTION SERVICES</b>		<b>RATE PER EACH</b>			
M4HSC	4.7 QT SHARPS CONTAINER	\$ 25.53	0.00%	\$ -	\$ 25.53
M10SC	10 QT SHARPS CONTAINER	\$ 28.88	0.00%	\$ -	\$ 28.88
M23SC	23 QT SHARPS CONTAINER	\$ 51.40	0.00%	\$ -	\$ 51.40
9CDBC	9GAL CONFIDENTIAL DOCUMENT BOX	\$ 32.67	0.00%	\$ -	\$ 32.67
M21BX	21 GAL MEDICAL WASTE BOX	\$ 42.97	0.00%	\$ -	\$ 42.97
M48BX	48 GAL MEDICAL WASTE BOX	\$ 49.13	0.00%	\$ -	\$ 49.13
M8GBP	RX MED WASTE TUB	\$ 97.47	0.00%	\$ -	\$ 97.47

Note: Additional fees may apply for overweight tubs. Improperly prepared materials cannot be collected.

Finance Charges (0.75% monthly, 9% annually) will be assessed on any past due amount (excluding amounts in dispute over billing or service issues).  
Billing Terms: Commercial Accounts are billed on a monthly basis.  
Residential accounts are billed once every two months; one in advance and one in arrears.

# RWO-NCC 2020-2021 Cost of Service Report



## REVENUE

Collection Services - Residential	\$ 6,307,908	\$ 6,413,668	Actual
Collection Services - Commercial	\$ 4,429,611	\$ 4,544,343	Actual
Collection Services - Debris Box Svcs	\$ 745,811	\$ 819,666	Actual
<b>SUBTOTAL: CS (RA % applies)</b>	<b>\$ 11,483,330</b>	<b>\$ 11,777,676</b>	<b>Actual</b>
Proposed Rate Adjustment	\$ -	\$ -	
Collection Services - DB Disposal	\$ 1,134,587	\$ 1,005,871	Actual
Collection Services - Medical Waste	\$ 167,537	\$ 165,991	Actual
Collection Services - Other	\$ 23,574	\$ 30,040	Actual
Non-Franchised Revenue	\$ 208,460	\$ 194,999	Actual
<b>Total Revenue</b>	<b>\$ 13,017,488</b>	<b>\$ 13,174,577</b>	
Franchise Fees	\$ (586,452)	\$ (594,261)	
<b>Revenue w/o Franchise Fees</b>	<b>\$ 12,431,036</b>	<b>\$ 12,580,317</b>	

## LABOR EXPENSES

Operational Personnel	\$ 1,251,045	\$ 1,388,089	Labor Hours
Non-Franchised Labor & Related	\$ 113,620	\$ 120,631	Labor Hours
Health Insurance	\$ 422,986	\$ 450,781	Labor Hours
Payroll Taxes	\$ 119,678	\$ 132,788	Labor Hours
Labor Overhead	\$ 125,299	\$ 138,868	Labor Hours
<b>Total Labor Expenses</b>	<b>\$ 2,032,629</b>	<b>\$ 2,231,156</b>	

## DISPOSAL EXPENSES

Disposal Charges - Outside Source	\$ 572,424	\$ 618,218	O/S Disposal
Disposal-Medical Waste	\$ 117,690	\$ 121,221	MW Disposal
Disposal - Free Dump Vouchers (Astoria)	\$ 22,688	\$ 23,000	Actual
Inter-Company Disposal - Yard Debris	\$ 280,440	\$ 444,928	Program Yards
Inter-Company Disposal - Garbage	\$ 2,500,721	\$ 2,729,147	I/C Disposal
<b>Total Disposal Expenses</b>	<b>\$ 3,493,963</b>	<b>\$ 3,936,514</b>	

## OPERATIONAL EXPENSES

Fuel	\$ 348,737	\$ 529,993	Labor Hours
Non-Franchised Fuel	\$ 65,805	\$ 100,007	Actual
Repairs & Maintenance	\$ 1,190,327	\$ 1,297,553	Labor Hours
Repairs & Maint - Non-Franchised Hauling	\$ 111,645	\$ 120,577	Actual
Repairs and Maint. - 3rd Party Shop	\$ 12,250	\$ 13,230	Actual
Contract Labor	\$ -	\$ -	Labor Hours
Business Licenses and Fees	\$ 198,615	\$ 209,560	Labor Hours
Non-Franchised Business Licenses and Fees	\$ 17,823	\$ 13,356	Actual
Depreciation and Amortization	\$ 110	\$ 66	Labor Hours
Operational Lease and Rent	\$ 779,442	\$ 819,365	Labor Hours
Non-Franchised Ops Lease/Rent	\$ 99,931	\$ 99,952	Actual
Op. Lease and Rent - (Seaside Depot)	\$ 17,820	\$ 17,820	Actual
Supplies	\$ 77,835	\$ 84,062	Labor Hours
Insurance Expense	\$ 146,833	\$ 158,580	Labor Hours
Recycling Processing	\$ 534,174	\$ 477,000	Program Hours
Freight	\$ 6,660	\$ 7,193	Labor Hours
Other Operational	\$ 18,853	\$ 20,361	Labor Hours
<b>Total Operational Expenses</b>	<b>\$ 3,626,860</b>	<b>\$ 3,968,675</b>	

## SUBTOTAL

## ADMINISTRATIVE EXPENSES

Administrative Services	\$ 1,171,574	\$ 1,185,712	Computed
Management Services	\$ 432,150	\$ 395,237	Computed
Postage	\$ 10,399	\$ 11,231	Cust Counts
Billing Services	\$ 50,866	\$ 54,935	Cust Counts
Bank Service Charges	\$ 41,989	\$ 45,348	Cust Counts
Dues and Subscriptions	\$ 10,448	\$ 11,284	Cust Counts
Contributions	\$ 3,278	\$ 3,540	Cust Counts
Office Supplies	\$ 10,532	\$ 11,375	Cust Counts
Advertising & Promotions	\$ 8,945	\$ 9,661	Cust Counts
Professional Services	\$ 19,701	\$ 21,277	Cust Counts
Business Meals	\$ 4,422	\$ 4,776	Cust Counts
Travel	\$ 4,945	\$ 5,341	Cust Counts
Bad Debts	\$ 62,959	\$ 64,359	Cust Counts
Telephone	\$ 51,623	\$ 55,753	Cust Counts
Education & Training	\$ 598	\$ 646	Cust Counts
Miscellaneous	\$ 9,668	\$ 10,441	Cust Counts
<b>Total Administrative Expenses</b>	<b>\$ 1,894,097</b>	<b>\$ 1,890,916</b>	

Interest Income, Loss on Sale of Assets

## NET INCOME BEFORE TAX

RWO - North Coast Collection Total				Manzanita, Nehalem and Wheeler			
2021 Calendar Year Actual	2022-23 Projected Rate Year	Allocation Method		2021 Calendar Year Actual	Adjustments and Projected Changes	2022-23 Projected Rate Year	
			>>> <<<	Rate Adj. % >>>	0.00%	no adj	
Collection Services - Residential	\$ 6,307,908	\$ 6,413,668	Actual	\$ 390,643	\$ 1,953	\$ 392,596	
Collection Services - Commercial	\$ 4,429,611	\$ 4,544,343	Actual	\$ 156,767	\$ 784	\$ 157,550	
Collection Services - Debris Box Svcs	\$ 745,811	\$ 819,666	Actual	\$ 22,492	\$ (1,125)	\$ 21,367	
<b>SUBTOTAL: CS (RA % applies)</b>	<b>\$ 11,483,330</b>	<b>\$ 11,777,676</b>	<b>Actual</b>	<b>\$ 569,901</b>	<b>\$ 1,612</b>	<b>\$ 571,514</b>	
Proposed Rate Adjustment	\$ -	\$ -		\$ -	\$ -	\$ -	
Collection Services - DB Disposal	\$ 1,134,587	\$ 1,005,871	Actual	\$ 18,551	\$ (928)	\$ 17,624	
Collection Services - Medical Waste	\$ 167,537	\$ 165,991	Actual	\$ 4,501	\$ 45	\$ 4,546	
Collection Services - Other	\$ 23,574	\$ 30,040	Actual	\$ 935	\$ 50	\$ 985	
Non-Franchised Revenue	\$ 208,460	\$ 194,999	Actual	\$ -	\$ -	\$ -	
<b>Total Revenue</b>	<b>\$ 13,017,488</b>	<b>\$ 13,174,577</b>		<b>\$ 593,889</b>	<b>\$ 780</b>	<b>\$ 594,669</b>	
Franchise Fees	\$ (586,452)	\$ (594,261)		\$ (29,558)		\$ (29,597)	
<b>Revenue w/o Franchise Fees</b>	<b>\$ 12,431,036</b>	<b>\$ 12,580,317</b>		<b>\$ 564,332</b>		<b>\$ 565,073</b>	
<b>LABOR EXPENSES</b>							
Operational Personnel	\$ 1,251,045	\$ 1,388,089	Labor Hours	\$ 78,190	\$ 8,565	\$ 86,756	
Non-Franchised Labor & Related	\$ 113,620	\$ 120,631	Labor Hours	\$ -	\$ -	\$ -	
Health Insurance	\$ 422,986	\$ 450,781	Labor Hours	\$ 26,437	\$ 1,737	\$ 28,174	
Payroll Taxes	\$ 119,678	\$ 132,788	Labor Hours	\$ 7,480	\$ 819	\$ 8,299	
Labor Overhead	\$ 125,299	\$ 138,868	Labor Hours	\$ 7,831	\$ 848	\$ 8,679	
<b>Total Labor Expenses</b>	<b>\$ 2,032,629</b>	<b>\$ 2,231,156</b>		<b>\$ 119,938</b>	<b>\$ 11,970</b>	<b>\$ 131,908</b>	
<b>DISPOSAL EXPENSES</b>							
Disposal Charges - Outside Source	\$ 572,424	\$ 618,218	O/S Disposal	\$ 107,634	\$ 8,611	\$ 116,244	
Disposal-Medical Waste	\$ 117,690	\$ 121,221	MW Disposal	\$ 2,708	\$ 81	\$ 2,790	
Disposal - Free Dump Vouchers (Astoria)	\$ 22,688	\$ 23,000	Actual	\$ -	\$ -	\$ -	
Inter-Company Disposal - Yard Debris	\$ 280,440	\$ 444,928	Program Yards	\$ -	\$ -	\$ -	
Inter-Company Disposal - Garbage	\$ 2,500,721	\$ 2,729,147	I/C Disposal	\$ -	\$ -	\$ -	
<b>Total Disposal Expenses</b>	<b>\$ 3,493,963</b>	<b>\$ 3,936,514</b>		<b>\$ 110,342</b>	<b>\$ 8,692</b>	<b>\$ 119,034</b>	
<b>OPERATIONAL EXPENSES</b>							
Fuel	\$ 348,737	\$ 529,993	Labor Hours	\$ 21,796	\$ 11,328	\$ 33,125	
Non-Franchised Fuel	\$ 65,805	\$ 100,007	Actual	\$ -	\$ -	\$ -	
Repairs & Maintenance	\$ 1,190,327	\$ 1,297,553	Labor Hours	\$ 74,395	\$ 6,702	\$ 81,097	
Repairs & Maint - Non-Franchised Hauling	\$ 111,645	\$ 120,577	Actual	\$ -	\$ -	\$ -	
Repairs and Maint. - 3rd Party Shop	\$ 12,250	\$ 13,230	Actual	\$ -	\$ -	\$ -	
Contract Labor	\$ -	\$ -	Labor Hours	\$ -	\$ -	\$ -	
Business Licenses and Fees	\$ 198,615	\$ 209,560	Labor Hours	\$ 12,413	\$ 684	\$ 13,098	
Non-Franchised Business Licenses and Fees	\$ 17,823	\$ 13,356	Actual	\$ -	\$ -	\$ -	
Depreciation and Amortization	\$ 110	\$ 66	Labor Hours	\$ 5	\$ (2)	\$ 3	
Operational Lease and Rent	\$ 779,442	\$ 819,365	Labor Hours	\$ 48,715	\$ 2,495	\$ 51,210	
Non-Franchised Ops Lease/Rent	\$ 99,931	\$ 99,952	Actual	\$ -	\$ -	\$ -	
Op. Lease and Rent - (Seaside Depot)	\$ 17,820	\$ 17,820	Actual	\$ -	\$ -	\$ -	
Supplies	\$ 77,835	\$ 84,062	Labor Hours	\$ 3,308	\$ 265	\$ 3,573	
Insurance Expense	\$ 146,833	\$ 158,580	Labor Hours	\$ 6,240	\$ 499	\$ 6,740	
Recycling Processing	\$ 534,174	\$ 477,000	Program Hours	\$ -	\$ -	\$ -	
Freight	\$ 6,660	\$ 7,193	Labor Hours	\$ 416	\$ 33	\$ 450	
Other Operational	\$ 18,853	\$ 20,361	Labor Hours	\$ 801	\$ 64	\$ 865	
<b>Total Operational Expenses</b>	<b>\$ 3,626,860</b>	<b>\$ 3,968,675</b>		<b>\$ 168,091</b>	<b>\$ 22,069</b>	<b>\$ 190,159</b>	
<b>SUBTOTAL</b>	<b>\$ 3,277,584</b>	<b>\$ 2,443,972</b>		<b>\$ 165,961</b>	<b>\$ (41,989)</b>	<b>\$ 123,971</b>	
<b>ADMINISTRATIVE EXPENSES</b>							
Administrative Services	\$ 1,171,574	\$ 1,185,712	Computed	\$ 53,450	\$ (2,593)	\$ 50,857	
Management Services	\$ 432,150	\$ 395,237	Computed	\$ 17,817	\$ (864)	\$ 16,952	
Postage	\$ 10,399	\$ 11,231	Cust Counts	\$ 602	\$ 48	\$ 650	
Billing Services	\$ 50,866	\$ 54,935	Cust Counts	\$ 2,945	\$ 236	\$ 3,181	
Bank Service Charges	\$ 41,989	\$ 45,348	Cust Counts	\$ 2,431	\$ 194	\$ 2,626	
Dues and Subscriptions	\$ 10,448	\$ 11,284	Cust Counts	\$ 605	\$ 48	\$ 653	
Contributions	\$ 3,278	\$ 3,540	Cust Counts	\$ 190	\$ 15	\$ 205	
Office Supplies	\$ 10,532	\$ 11,375	Cust Counts	\$ 610	\$ 49	\$ 659	
Advertising & Promotions	\$ 8,945	\$ 9,661	Cust Counts	\$ 518	\$ 41	\$ 559	
Professional Services	\$ 19,701	\$ 21,277	Cust Counts	\$ 1,141	\$ 91	\$ 1,232	
Business Meals	\$ 4,422	\$ 4,776	Cust Counts	\$ 256	\$ 20	\$ 277	
Travel	\$ 4,945	\$ 5,341	Cust Counts	\$ 286	\$ 23	\$ 309	
Bad Debts	\$ 62,959	\$ 64,359	Cust Counts	\$ 3,645	\$ 81	\$ 3,726	
Telephone	\$ 51,623	\$ 55,753	Cust Counts	\$ 2,989	\$ 239	\$ 3,228	
Education & Training	\$ 598	\$ 646	Cust Counts	\$ 35	\$ 3	\$ 37	
Miscellaneous	\$ 9,668	\$ 10,441	Cust Counts	\$ 560	\$ 45	\$ 605	
<b>Total Administrative Expenses</b>	<b>\$ 1,894,097</b>	<b>\$ 1,890,916</b>		<b>\$ 88,080</b>	<b>\$ (2,324)</b>	<b>\$ 85,756</b>	
Interest Income, Loss on Sale of Assets	\$ (15,172)	\$ (13,735)	Cust Counts	\$ (878)	\$ 83	\$ (795)	
<b>NET INCOME BEFORE TAX</b>	<b>\$ 1,398,659</b>	<b>\$ 566,792</b>		<b>\$ 78,760</b>	<b>\$ (39,749)</b>	<b>\$ 39,010</b>	



Operating Margin  
Calculated Operating Ratio

**Allocation Data:**

RWO - North Coast Collection Total			Manzanita, Nehalem and Wheeler		
2021 Calendar Year Actual	2022-23 Projected Rate Year	Allocation Method	2021 Calendar Year Actual	Adjustments and Projected Changes	2022-23 Projected Rate Year
11.25%	4.51%		13.96%	0.00%	6.90%
87.94%	94.38%		86.17%		93.20%
Revenue			\$ 593,889		
Revenue Percent			4.57%		
2021	All Labor %		4.25%		4.25%
2021	Franchised Labor %		6.25%		6.25%
2021	Outside Source (O/S) Disposal %		18.80%		18.80%
2021	Inter-Company (I/C) Disposal %		0.00%		0.00%
2021	Medical Waste %		2.30%		2.30%
2019	Yard Debris (I/C) %		0.00%		0.00%
2021	Recycling %		0.00%		0.00%
2021	Customer Count %		5.79%		5.79%
Total Expenses:			\$ 119,938		
Total Labor			\$ 110,342		
Total Disposal			\$ 168,091		
Total Operational			\$ 88,080		
Total Administrative			\$ 486,451		
Total			\$ 526,858		
Less Non Allowable Expenses:			\$ -		
Interest on Purchase of routes			\$ -		
Non-Franchised Ops Costs			\$ -		
Amortization			\$ -		
Contributions			\$ (190)		
Allowable Expenses			\$ 486,261		
Revenue			\$ 564,332		
Revenue w/o Franchise Fees			\$ 565,073		
Less Non-Franchised Revenue			\$ 564,332		
Revenue (w/o Non-Franchised Revenue)			\$ 565,073		
Operating Ratio:			\$ 486,261		
Allowable Expenses			\$ 526,653		
divided by			\$ 564,332		
Revenue (net of Pass Through)			\$ 565,073		
Calculated Operating Ratio			86.2%		
			93.2%		



## City of Manzanita

### **COUNCIL RESOLUTION No. 22-08**

#### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANZANITA, OREGON, MAKING APPOINTMENTS TO THE SHORT-TERM RENTAL COMMITTEE.**

**WHEREAS**, on March 9, 2022 the City Council of the City of Manzanita passed Resolution 22-02 Establishing a Short Term Rental Committee; and

**WHEREAS**, Resolution 22-02 calls for a Short-Term Rental Committee consisting of seven members selected through an open application process; and

**WHEREAS**, the Short-Term Rental Committee shall also include two City Officers, appointed by the mayor who will serve as ex-officio members and one City Councilor to serve as a liaison; and

**WHEREAS**, the Mayor, Councilor Jerry Spegman and City Manager Leila Aman conducted the application review and evaluation process; and

**WHEREAS**, Mayor Scott, Councilor Spegman and City Manager Aman unanimously recommend the following candidates for each position to form the initial Short-Term Rental Committee:

1. Michael Duncan will represent an STR owner or agent of any currently licensed home within the City of Manzanita.
2. Jill Petty will represent an STR owner of a currently licensed home within the City who self-manages their property.
3. Carol Kennedy will represent a non-STR owner with a home within a highly dense (four or more STRs) block of STR properties in Manzanita.
4. Deborah Cipolla will represent a non-STR owner with a home within a lower dense (less than four STRs) block of STR properties in Manzanita.
5. Jo Newhouse a non-STR owner with a home within any area of Manzanita.
6. Phil Mannon will serve as the Representative of the Planning Commission.
7. Amy VanDyke will serve as the Representative serving on the North County Short Term Rental Task Force.
8. Leila Aman and Judy Wilson will serve as Ex Officio City Officers or employees.

9. Jerry Spegman will service as the City Council Member as a non-voting liaison.

**Now, Therefore, be it Resolved** by the City Council of the City of Manzanita, the Short Term Rental Committee is hereby established and will be comprised of Michael Duncan, Jill Petty, Carol Kennedy, Deborah Cipolla, Jo Newhouse, Phil Mannon, Amy VanDyke. Ex Officio Members will include Leila Aman and Judy Wilson. Jerry Spegman will serve as a non-voting Council Member.

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

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

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Michael Scott, Mayor

ATTEST:

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Leila Aman, City Manager/ City  
Recorder



## FRANCHISE AGREEMENT MANZANITA, OREGON

This Franchise Agreement ("Franchise") is between the City of Manzanita, Oregon, hereinafter referred to as the "Grantor" and Falcon Telecable, a California Limited Partnership, locally known as CHARTER COMMUNICATIONS, hereinafter referred to as the "Grantee." The Grantor hereby acknowledges that the Grantee has substantially complied with the material terms of the current Franchise under applicable law, and that the financial, legal, and technical ability of the Grantee is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, and having afforded the public adequate notice and opportunity for comment, desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein.

### 1. Definitions:

- a. "Cable Act" means the Cable Communications Policy Act of 1984, P.L. 98-549, 47 U.S.C. §521 Supp., as it may be amended or superseded.
- b. "Cable System," "Cable Service," and "Basic Cable Service" shall be defined as set forth in the Cable Act.
- c. "Franchise" means the authorization granted hereunder of a franchise, privilege, permit, license or otherwise to construct, operate and maintain a Cable System within the Service Area.
- d. "Gross Revenue" means all revenue, as determined in accordance with generally accepted accounting principles, received by the Grantee from the operation of the Cable System to provide Cable Services in the Service Area, provided, however, that such phrase shall not include: (1) any taxes, fees or assessments collected by the Grantee from Subscribers for pass-through to a government agency, including, without limitation, the FCC user fee, franchise fee, or sales or utility taxes; (2) bad debt; (3) credits, refunds and deposits paid to Subscribers; and (4) any exclusion available under applicable state law.
- e. "Service Area" shall mean the geographic boundaries of the Grantor as the boundary exists now or as may be modified during the term of this Franchise.
- f. "Streets" means the public streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, alleys, and all other public rights-of-way and public easements within the geographic boundaries of Grantor.
- g. "Subscriber" means any person lawfully receiving any Cable Service from the Grantee.

2. Granting of Franchise. The Grantor hereby grants to Grantee a non-exclusive Franchise for the use of the Streets and dedicated easements within the Service Area for the construction, operation and maintenance of the Cable System, upon the terms and

conditions set forth herein. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal or state law.

3. **Term.** The Franchise shall be for a term of ten (10) years, commencing on the Effective Date of this Franchise as set forth in Section 20, unless otherwise lawfully terminated in accordance with the terms of this franchise.

4. **Use of the Streets.**

- a. **Use of Streets.** Grantee shall have the right to use the Streets of the Grantor for the construction, operation and maintenance of the Cable System, including the right to repair, replace and enlarge and extend the Cable System, provided that Grantee shall utilize the facilities of utilities whenever practicable. Grantee shall employ best efforts to notify Grantor of any work being done in Streets by Grantee or a third party under contract to Grantee, including notices pursuant to utility notification procedures under state law. Grantee shall comply with the requirements of ORS 757.542-757.562 and ORS 757.993 (2009), and the rules and regulations promulgated thereunder in OAR Chapter 952.
- b. **Undergrounding.** The facilities of the Grantee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, the Grantee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Grantor, the Grantee shall likewise place its facilities underground.
- c. **Tree Trimming.** Grantee shall have the right to trim, cut and keep clear of the Cable System, the trees in and along the Streets of the Grantor. Grantee shall be responsible for the prompt removal of all debris resulting from tree trimming. Grantee shall not remove a tree in the Streets without permission of the City. If Grantee damages a tree in the Streets such that it must be removed, Grantee shall replace the tree at Grantee's expense.
- d. **Non-Interference.** The Cable System will be constructed in such a manner as not to interfere with Grantor's use of the Streets, or with any public irrigation or drain ditches, sewers, water mains, conduits, sidewalks, paving or other public improvements, or Grantor-owned utility structures. If Grantee's Cable System interferes with Grantor's use, or the general functions of the Streets, then Grantee will repair or remove the Cable System at its sole cost.
- e. **Repair and Replacement.** Grantee in the exercise of any right granted to it by the Franchise shall, at no cost to the Grantor, promptly repair or replace any facility or service of the Grantor which Grantee damages, including but not limited to any Street or sewer, electric facility, water main, fire alarm, police communication or traffic control.



- f. **Emergency Repairs.** If emergency repairs to the Cable System are necessary, work may commence prior to the application for a permit. Grantee shall notify Grantor of such emergency repairs as soon as reasonably practicable. The application for a permit in connection with an emergency repair must be submitted within seventy-two (72) hours following the emergency's occurrence.

**5. Maintenance of the System.**

- a. Grantee shall at all times employ ordinary care in the maintenance and operation of the Cable System so as not to endanger the life, health or property of any citizen of the Grantor or the property of the Grantor
- b. All construction practices and installation of equipment shall be done in accordance with all applicable sections of the National Electric Safety Code.
- c. The Cable System shall be designed, constructed and operated so as to meet those technical standards adopted by the FCC relating to Cable Systems contained in part 76 of the FCC's rules and regulations as they may, from time to time, be amended, regardless of the transmission technology utilized.

**6. Service.**

- a. The Grantee shall continue to provide Cable Service to all residences within the Service Area where Grantee currently provides Cable Service. Grantee shall have the right, but not the obligation, to extend the Cable System into any other portion of the Service Area, including annexed areas. Cable Service offered to Subscribers pursuant to this Franchise shall be conditioned upon Grantee having legal access to any such Subscriber's dwelling unit or other units wherein such Cable Service is provided.
- b. The Grantor shall promptly provide written notice to the Grantee of its annexation of any territory which is being provided Cable Service by the Grantee or its affiliates. Such annexed area will be subject to the provisions of this Franchise upon sixty (60) days' written notice from the Grantor, subject to the conditions set forth below and subsection (a) above. The Grantor shall also notify Grantee in writing of all new street address assignments or changes within the Service Area. Grantee shall within ninety (90) days after receipt of the annexation notice, pay the Grantor franchise fees on revenue received from the operation of the Cable System to provide Cable Services in any area annexed by the Grantor if the Grantor has provided a written annexation notice that includes the addresses that will be moved into the Service Area in an Excel format or in a format that will allow Grantee to change its billing system. If the annexation notice does not include the addresses that will be moved into the Service Area, Grantee shall pay franchise fees within ninety (90) days after it receives the annexed addresses as set forth above. All notices due under this section shall be sent by certified mail, return receipt requested to the addresses set forth in Section 16 with a copy to the Director of Government Relations. In any audit of franchise fees due under this

Agreement, Grantee shall not be liable for franchise fees on annexed areas unless and until Grantee has received notification and information that meets the standards set forth in this section.

7. **Maps.** Grantee shall maintain on file, at an office in Oregon, maps pertaining to its Cable System in the Service Area. Authorized representatives of Grantor may inspect the maps during business hours upon reasonable written notice to Grantee.

8. **Insurance/Indemnity.**

- a. The Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

Workers' Compensation	Statutory Limits
Commercial General Liability	\$1,000,000 per occurrence, Combined Single Liability (C.S.L.) \$2,000,000 General Aggregate
Auto Liability including coverage on all owned, non owned hired autos Umbrella Liability	\$1,000,000 per occurrence C.S.L.
Umbrella Liability	\$1,000,000 per occurrence C.S.L.

- b. The Grantor shall be added as an additional insured, arising out of work performed by Charter, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.
- c. The Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage upon request.
- d. Grantee hereby agrees to indemnify and hold the Grantor, including its agents and employees, harmless from any claims or damages resulting from the actions of Grantee in constructing, operating or maintaining the Cable System. Grantor agrees to give the Grantee written notice of its obligation to indemnify Grantor within ten (10) days of receipt of a claim or action pursuant to this section. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify Grantor for any damages, liability or claims resulting from the willful misconduct or negligence of Grantor or for the Grantor's use of the Cable System.

9. **Relocation.** Grantor shall have the right to require Grantee to change the location of the Cable System, at Grantee's expense, when necessary, or in the interest of the public pursuant to its lawful police powers. Grantor will, however, pay expenses associated with requests for relocation that are less than two years after any other relocation, unless necessitated by a natural disaster. Grantor will assist Grantee in relocating the Cable System to a suitable location in the Streets that satisfies Grantee's engineering standards,



the National Electrical Safety Code, and generally applicable standards published by the Grantor. Grantee shall be responsible for any costs associated with these obligations to the same extent all other users of the Grantor rights-of-way are responsible for the costs related to the relocation of their facilities. The facilities of the Grantee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, the Grantee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Grantor, the Grantee shall likewise place its facilities underground. In the event of an Emergency, or when the cable system creates or is contributing to an imminent danger to health, safety or property, the Grantor may remove or relocate Grantee's Cable System without prior notice and no charge shall be made by the Grantee against the Grantor unless such acts amount to gross negligence by the Grantor.

10. **Vacation.** If any of the Streets used by Grantee are vacated by Grantor during the term of this Franchise, Grantor will, if feasible and upon reasonable request from Grantee, (i) condition vacation of the Streets on the issuance of an easement that allows Grantee to maintain the Cable System within its then current location and prohibits any use of the vacated property in a manner that interferes with Grantee's full enjoyment and use of its easement, or (ii) permit the Cable System to remain in a public utility easement. If this is not feasible, Grantee shall relocate its Cable System pursuant to Section 9 of this Franchise.

11. **Revocation.**

- a. Prior to revocation or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have sixty (60) days from such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If Grantee has not cured the breach within such sixty (60) day time period or if the Grantor has not otherwise received a satisfactory response from Grantee, the Grantor may then seek to revoke the Franchise at a public hearing. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Franchise.
- b. At the hearing, the Grantor shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript and a certified copy of the findings shall be made available to the Grantee within ten (10) business days. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Grantor de novo.



- c. Upon revocation of the Franchise, Grantee may remove the Cable System from the Streets of the Grantor, or abandon the Cable System in place.
12. **Equal Protection.** If any other provider of cable services or video services (without regard to the technology used to deliver such services) is lawfully authorized by the Grantor or by any other state or federal governmental entity to provide such services using facilities located wholly or partly in the public rights-of-way of the Grantor, the Grantor shall, within thirty (30) days of a written request from Grantee, modify this Franchise to insure that the obligations applicable to Grantee are no more burdensome than those imposed on the new competing provider. If the Grantor fails to make modifications consistent with this requirement, Grantee's Franchise shall be deemed so modified thirty (30) days after the Grantee's initial written notice. As an alternative to the Franchise modification request, the Grantee shall have the right and may choose to have this Franchise with the Grantor be deemed expired thirty (30) days after written notice to the Grantor. Nothing in this Franchise shall impair the right of the Grantee to terminate this Franchise and, at Grantee's option, negotiate a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate government entity.
13. **City Public Works and Improvements.** Nothing in this Franchise shall be construed in any way to prevent Grantor from excavating, grading, paving, planking, repairing, widening, altering, or completing any work that may be needed or convenient in the Streets that is consistent with the National Electrical Safety Code. Grantor shall coordinate any such work with Grantee to avoid, to the extent reasonably foreseeable, any obstruction, injury or restrictions connected to Grantee's use of the Cable System. Grantor shall be responsible for the costs to repair any damage to the Cable System arising out of such obstruction, injury, or restriction.
14. **Confidentiality.** If Grantee provides any books and records to the Grantor, the Grantor agrees to treat as confidential such books, records or maps that constitute proprietary or confidential information. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by state and federal law, it shall deny access to any of Grantee's books and records marked confidential to any person.
15. **Service to Public Schools and Libraries.** Grantee may, on a voluntary basis, provide one outlet of free Basic and Expanded Basic cable service to public school classroom buildings and to public libraries within the Service Area.
16. **Notices, Miscellaneous.**
- a. Unless otherwise provided by federal, state or local law, all notices, reports or demands pursuant to this Franchise shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested, nationally or internationally recognized courier service such as Federal Express or electronic mail communication to the designated electronic mail address provided below.

Grantee shall provide thirty (30) days written notice of any changes in rates, programming services or channel positions using any reasonable written means.

As set forth above, notice served upon the Grantor shall be delivered or sent to:

City of Manzanita  
543 Laneda Ave.  
PO Box 129  
Manzanita, OR 97130  
cityhall@ci.manzanita.or.us

And every notice served upon Grantee shall be delivered or sent to:

Attn: Director, Government Relations  
Charter Communications  
222 NE Park Plaza Drive, #231  
Vancouver, WA 98684

With a copy to:

Attn: Vice President, Government Relations  
Charter Communications  
12405 Powerscourt Drive  
St. Louis, MO 63131

- b. All provisions of this Franchise shall apply to the respective parties, their lawful successors, transferees and assigns.
- c. If any particular section of this Franchise shall be held invalid, the remaining provisions and their application shall not be affected thereby.
- d. In the event of any conflict between this Franchise and any Grantor ordinance or regulation, this Franchise will prevail.

17. **Force Majeure.** The Grantee shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.



18. **Franchise Fee.**

- a. Grantee shall pay to the Grantor annually an amount equal to five percent (5%) of the Gross Revenues for such calendar year.
- b. Each year during which the Franchise is in force, Grantee shall pay Grantor no later than forty five (45) days after the end of each calendar quarter the franchise fees required by this section, together with a financial statement showing total Gross Revenues derived from the Cable System during such year. The Grantor shall have the right to review the previous year's books of the Grantee to the extent necessary to ensure proper payment of the fees payable hereunder.

19. **Franchise Transfer.** The Franchise granted hereunder shall not be assigned, other than by operation of law or to an entity controlling, controlled by, or under common control with the Grantee, without the prior consent of the Grantor, such consent not to be unreasonably withheld or delayed. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System to secure indebtedness. Within thirty (30) days of receiving a request for transfer, the Grantor shall notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the Grantor has not taken action on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request, consent by the Grantor shall be deemed given.

20. **Effective Date.** The Franchise granted herein will take effect and be in full force from such date of acceptance by Grantee recorded on the signature page of this Franchise. This Franchise shall expire on June 30, 2024 or by the mutual agreement of the parties.

21. **Acceptance and Entire Agreement.** The Grantor and the Grantee, by virtue of the signatures set forth below, agree to be legally bound by all provisions and conditions set forth in this Franchise. The Franchise constitutes the entire agreement between the Grantor and the Grantee. No modifications to this Franchise may be made without an appropriate written amendment signed by both parties. If any fee or grant that is passed through to Subscribers is required by this Franchise, other than the franchise fee, such fee or grant shall go into effect sixty (60) days after the Effective Date of this Franchise.

Considered and approved this 6<sup>th</sup> day of August, 2014

City of Manzanita, Oregon

Signature: 

Garry R. Bullard  
Mayor

Accepted this 19<sup>th</sup> day of August, 2014, subject to applicable Federal, State and Local law.

**Falcon Telecable, a California Limited Partnership, I/k/a  
Charter Communications**

Signature: Mark E. Brown

Mark E. Brown  
Vice President, Government Affairs  
Charter Communications