



# CITY OF MANZANITA

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## COUNCIL REGULAR SESSION

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

## AGENDA **updated**

August 3, 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/85195031311>

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](mailto: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. June 15, 2022 Special City Council Meeting
    - b. July 6, 2022 Work Session
    - c. **July 6, 2022 Regular Session**
  - B. Approval of Bills
4. **NEW BUSINESS** (6:20)

- A. Appointment Process for Open City Council Position  
Leila Aman, City Manager
- B. City Manager Contract Amendment  
Council President Linda Kozlowski
- C. City Hall Outreach and Project Update  
Chris Keane, Bearing Architecture
- D. Homeless Pilot Project IGA  
Leila Aman, City Manager
- E. Town Hall Update  
Leila Aman, City Manager
- F. Voters Pamphlet  
Jerry Spegman, City Councilor
- G. League of Oregon Cities Legislative Priorities Ballot  
Leila Aman, City Manager

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

- A. Short Term Rental Committee Policy Direction  
Leila Aman, City Manager
- B. Committee Selection Process  
Leila Aman, City Manager

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

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

**Meeting Accessibility Services and Americans with Disabilities Act (ADA) Notice**

The city is committed to providing equal access to public meetings. To request listening and mobility assistance services contact the Office of the City Recorder at least 48 hours before the meeting by email at [cityhall@ci.manzanita.or.us](mailto:cityhall@ci.manzanita.or.us) or phone at 503-368-5343. Staff will do their best to respond in a timely manner and to accommodate requests. Most Council meetings are broadcast live on the [city's youtube channel](#).

CITY OF  
MANZANITA



COUNCIL PACKET

**CITY OF MANZANITA**  
**June 15, 2022**  
**SPECIAL CITY COUNCIL MEETING AND BUDGET HEARING**

**1. CALL MEETING TO ORDER:** The meeting was called to order on June 15, 2022, at 6:00 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, Finance & Administrative Specialist Nina Aiello, and Building Official Scott Gebhart.

**AUDIENCE INTRODUCTION:** There were 4 people in attendance.

**2. PUBLIC HEARING – CONSIDERATION OF 2022/2023 BUDGET (INCLUDING PROPOSED USES OF STATE REVENUE SHARING FUNDS)** – Mayor Scott opened the public hearing at 6:08 pm. Scott asked for public comment on the proposed 2022/23 budget and the proposed uses of state shared revenues. There was no public comment. The public hearing was closed at 6:09 pm.

**3. NEW BUSINESS:**

**A. Approval of Budget Committee Minutes** – March 21, 2022 Budget Committee Pre Meeting, April 18, 2022 Budget Committee Pre Meeting, May 9, 2022 Budget Committee Meeting, May 10, 2022 Budget Committee Meeting, and May 18, 2022 Budget Committee Meeting.

**A motion was made by Nuttall, seconded by Kozlowski, to approve the consent agenda that includes approval of the March 21, 2022 Budget Committee Pre Meeting, April 18, 2022 Budget Committee Pre Meeting, May 9, 2022 Budget Committee Meeting, May 10, 2022 Budget Committee Meeting, and May 18, 2022 Budget Committee Meeting.; Motion passed unanimously.**

**B. Resolution 22-09** – Adopting the budget, levying taxes, categorizing taxes, and making appropriations for the fiscal year commencing July 1, 2022 to June 30, 2023:

**A motion was made by Nuttall, seconded by Tonjes, to approve Resolution 22-09 adopting the budget, levying taxes, categorizing taxes, and making appropriations for the fiscal year commencing July 1, 2022 to June 30, 2023, as amended to include an extra \$130,000 in the General Fund Professional Services line item to begin updating the Comprehensive Plan; Motion passed unanimously.**

**C. Resolution 22-10** – Electing to receive State revenue sharing funds for fiscal year 2022-2023:

**A motion was made by Tonjes, seconded by Kozlowski, to approve Resolution 22-10 electing to receive State revenue sharing funds for fiscal year 2022-2023; Motion passed unanimously.**

**D. Resolution 22-11 – Extending workers compensation coverage to volunteers for fiscal year 2022-2023:**

**A motion was made by Kozlowski, seconded by Nuttall, to approve Resolution 22-11 extending workers compensation coverage to volunteers for fiscal year 2022-2023; Motion passed unanimously.**

**E. Resolution 22-12 – Transferring appropriations for fiscal year 2022-2023:**

**A motion was made by Nuttall, seconded by Kozlowski, to approve Resolution 22-12 transferring appropriations for fiscal year 2022-2023; Motion passed unanimously.**

**F. Resolution 22-13 – Setting a General Fund Operating Reserve policy:**

**A motion was made by Nuttall, seconded by Kozlowski, to approve Resolution 22-13 setting a General Fund Operating Reserve policy; Motion passed unanimously.**

**4. ADJOURN:** Mayor Scott adjourned the meeting at 6:17 pm.

**MINUTES APPROVED THIS  
3<sup>rd</sup> Day of August, 2022**

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Mike Scott, Mayor

Attest:

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Leila Aman, City Manager

CITY OF MANZANITA  
July 6, 2022  
CITY COUNCIL REGULAR SESSION

**1. CALL TO ORDER:** The meeting was called to order on July 6, 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, Police Chief Erik Harth, and Accounting Manager Nina Aiello. Panelists present: Tracy Johnson, Oregon Parks and Recreation District

**2. AUDIENCE PARTICIPATION:** There were 28 people in attendance. There were (2) public comments regarding fireworks.

**3. CONSENT AGENDA:**

- A. APPROVAL OF MINUTES – June 8, 2022 City Council Work Session and June 8, 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 June 8, 2022, City Council Work Session and June 8, 2022 City Council Regular Session; approve payment of bills and all subsequent bills subject to approval by the Mayor or Council President and City Manager; Motion passed unanimously.**

**4. NEW BUSINESS:**

**A. 4<sup>th</sup> of July Annual Update – Chief Erik Harth** – Chief Harth provided an update on police activity during the 4<sup>th</sup> of July. Harth stated that there were no illegal fireworks within City limits, two tickets written for illegal fireworks on the beach, and no disturbances. All four police officers were on duty.

**B. Nehalem Bay Park Expansion Update – ORPD Project Manager Tracy Johnson** -ORPD Project Manager Johnson provided an update on the recent bond Oregon State Parks received, which awarded 50 million dollars to be spent over 4 years for the improvement of State parks. Up to 8 million dollars has been allocated to Nehalem Bay State Park for initial studies, design, permitting, and construction for projects. Park improvements will include adding cabins and camp sites, renovating utilities, repaving the entry drive, and adding restrooms. Work will begin in the fall of 2022, and updates will be posted to the GO bond website.

- C. Committee Selection Process – City Manager Leila Aman** – City Manager Aman

presented her proposal for a committee selection process. Aman provided a review of the current process and her recommendation to amend the Rules of Procedure, moving away from direct appointments and instead using an application and interview basis for selection. Aman recommended a five-step process which includes establishing a selection committee that would be responsible for creating the application and determining qualifications, interviewing applications, and making a recommendation for appointment to Council. Council directed City Manager Aman to develop a process whereby the Council and Mayor review and approve criteria for committee selection and when the process is completed to provide a list of appointments to the Mayor for approval at an open Council meeting.

**D. Revenue Diversification Study – City Manager Leila Aman** – City Manager Aman and Councilor Spegman used an intermediate procurement process to make a recommendation for EcoNorthwest as the consultant for the revenue diversification study. EcoNorthwest will evaluate the city's current revenue sources to develop a revenue options catalog. A Revenue Diversification Committee, once formed, will use this information along with community engagement to provide recommendations for Council. Once additional revenue options have been selected, Eco Northwest will provide a high-level estimate of revenue generation, followed by a final report.

**A motion was made by Spegman, seconded by Tonjes, to delegate authority to the City Manager to enter into a professional services agreement with Eco Northwest; motion passed unanimously.**

**E. National Hazard Mitigation Plan Intergovernmental Agreement Approval – City Manager Leila Aman** – City Manager Aman presented the formal Intergovernmental Agreement between the City and the Department of Land Conservation and Development to begin work on a hazard mitigation plan. The agreement provides a monetary match of \$15,000 in person hours and allows us to be eligible for many grant opportunities.

**A motion was made by Kozlowski, seconded by Nuttall, to authorize the City Manager to enter into an agreement with the Department of Land Conservation and Development; Motion passed unanimously.**

**5. CITY MANAGER REPORT:** City Manager Aman stated that there will be two in person listening sessions this month to facilitate community engagement in important issues facing the City. There will be a survey on the website for community members who are unable to attend. Input will help prioritize which chapters of the Comprehensive Plan should be updated first. The architect contract will be finalized this week and Aman will provide an update at the next Council meeting. Several applications were received for the Assistant City Recorder position and interviews will begin next week.

## **6. INFORMATION AND ADJOURN:**

1. Manzanita Municipal Court will be cancelled for the month of July.
2. Planning Commission will be held July 18, 2022, at 4:00 pm through video conference. The meeting agenda, materials and link can be found on the city website.
3. Community engagement listening sessions will be held at the Pine Grove Community House July 13, 2022 from 10:00 – 2:00 and July 20, 2022 from 1:00 – 4:00.

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

**MINUTES APPROVED THIS  
3<sup>rd</sup> Day of August, 2022**

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Michael Scott, Mayor

Attest:

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Leila Aman, City Manager

**CITY OF MANZANITA**  
**July 6, 2022**  
**CITY COUNCIL WORK SESSION**

**1. CALL MEETING TO ORDER:** The meeting was called to order on July 6, 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, Public Works Director Dan Weitzel, Accounting Manager Nina Aiello, and STR Program Manager Judy Wilson. Panelists present: Jon Reimann, Tom Horning, and Marie Godbey.

**2. FOREDUNE MANAGEMENT PROPOSED ADDENDUM:**

Engineering Geologist Tom Horning presented a proposal for an amendment to the City of Manzanita Foredune Management Plan. The last dune grading within the City was in 2013, and the dunes are expanding vertically at a rate of approximately two feet per year. Horning stated that without grading, sand will continue to compound and create a danger to the community. Excessive sand in beach dunes lessen the amount of beach front and make it more difficult to evacuate the beach in the event of an emergency. Horning recommended that the City not move forward with a moratorium and instead work towards amending Ordinance 95-6 to address issues pertaining to dune grading.

City Manager Aman stated it is her recommendation that the city continue to move forward with a moratorium on dune grading until the Comprehensive Plan and Ordinance 95-6 can be updated. Without a moratorium, the city must approve dune grading applications that meet the current requirements until an amendment to the Ordinance is complete. There were six comments from the community in opposition to dune grading.

**3. ADJOURN:** Mayor Scott adjourned the meeting at 4:45 pm.

**MINUTES APPROVED THIS**  
**3<sup>rd</sup> Day of August, 2022**

\_\_\_\_\_  
Mike Scott, Mayor

Attest:

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





## BILLS FOR APPROVAL OF PAYMENT

From 07/01/2022 - 07/31/2022

VENDOR	TOTAL	ADMIN	POLICE	BLDG	COURT	PARKS	CH Expansion	ROADS	Visitors Center	WATER
STATE SURPLUS (EQUIPMENT & SUPPLIES)	\$1,688.00	\$1,688.00								
SWEET SEPTIC (PORTABLE TOILETS)	\$460.00								\$460.00	
TILL. COAST VISITORS ASSC (VC COORDINATOR)	\$3,539.35								\$3,539.35	
TILLAMOOK PUD (ELECTRIC SERVICE)	\$3,942.16	\$60.14						\$609.00	\$61.11	\$3,211.91
UNITED POSTAL SERVICE (ANNUAL PO BOX FEE)	\$170.00	\$170.00								
US BANK (CITY VISA)	\$9,341.53	\$1,396.78		\$299.87		\$286.68		\$1,119.21		\$6,238.99
VERIZON (TELEPHONE)	\$1,161.21	\$299.44	\$344.39	\$114.98					\$64.99	\$337.41
WALTER NELSON (MATERIALS & SUPPLIES)	\$1,562.88								\$1,562.88	
WASHINGTON DMV (RECORDS REQUEST)	\$0.20				\$0.20					
<b>TOTALS</b>	<b>\$80,153.82</b>	<b>\$21,420.99</b>	<b>\$2,626.84</b>	<b>\$11,364.99</b>	<b>\$2,469.82</b>	<b>\$422.30</b>	<b>\$7,600.80</b>	<b>\$2,757.47</b>	<b>\$5,798.30</b>	<b>\$25,692.31</b>



## **COUNCIL STAFF REPORT**

**To:** Mayor and City Council  
**Reviewed:** Leila Aman, City Manager  
**From:** Linda Kozlowski, Council President  
**Subject:** Revisions to City Manager Contract

**Date Written:** July 27, 2022

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### **ACTION REQUESTED**

Approve revised City Manager Employment Agreement effective June 1, 2022.

### **HISTORY OF PRIOR ACTIONS AND DISCUSSIONS**

City Manager received her initial and current employment agreement effective June 1, 2021.

### **ANALYSIS**

The City Manager has successfully completed 13 months of her contract. City Council did not conduct the City Managers review until July 6, 2022 at which time council concluded that the City Manager consistently exceeded expectations. Additionally the City completed a salary survey, which is conducted every four years which included compensation increases for all staff. Revisions to the City Managers contract are minimal and are as follows:

Section VI (A) Salary and Benefits – New salary includes 7% COLA and an adjustment to the City Managers compensation. This section also clarifies when the City Managers salary shall be approved and includes a review of the city managers salary when the salary survey is completed. Section also clarifies when the proposed changes to the City Managers salary shall be made to ensure incorporation into the city’s annual budgeting process.

Section VI (C) Sick Leave – Removes references to prorated sick time for first year of employment.

Section VI (D) Management Leave – Removes references to prorated management leave for first year of employment.

### **BUDGET IMPACT**

None

### **ALTERNATIVES**

Maintain current City Manager Employment Agreement

### **ATTACHMENTS**

1. Revised City Manager Employment Agreement

## **EMPLOYMENT AGREEMENT**

This Employment Agreement is entered into this 1st day of June, 2021, by and between the City of Manzanita, Oregon, an Oregon municipal corporation (hereinafter referred to as "City") and Leila Aman (hereinafter referred to as "City Manager/Recorder").

The City and the City Manager/Recorder wish to enter into a written Agreement creating a professional employment relationship for a limited duration. In consideration of the covenants set out in this Agreement and for the consideration specified in this Agreement, the City and the City Manager/Recorder agree as follows:

### **SECTION I. EMPLOYMENT AND DUTIES.**

- A. The City agrees to employ the City Manager/Recorder and the City Manager/Recorder agrees to accept City employment for a limited duration.
- B. The City Council expects the City Manager/Recorder to adhere to the highest professional standards. Her actions will always comply with those standards. She agrees to follow the Code of Ethics and Guidelines of the International City/County Management Association and the ethics rules, regulations, and laws of the State of Oregon.
- C. Pursuant to the authority of the City Charter, the City Manager/Recorder shall have general supervision of the administrative affairs of the city and general control over all nonelective officers and employees of the City and she shall perform such other duties as may be prescribed by the Council.
- D. The City Council meets annually to establish and review the City's goals and objectives. Decisions and actions generated as a result of the goal setting sessions supplement the annual budgetary process and serve as a guide in the formulation of the budget. The City Manager/Recorder will be responsible for pursuing the goals and objectives of the City Council and for providing quarterly reports to the City Council regarding the progress toward achieving the Council's goals and objectives.
- E. The City Manager/Recorder job description is found in Chapter V, Section 22(9) of the City Charter.
- F. It is recognized that the City Manager/Recorder must devote time outside of normal office hours on business for the City. To that end, the City Manager/Recorder will be allowed to establish an appropriate work schedule.

## **SECTION II. TERM.**

This Agreement will be effective as of the 1<sup>st</sup> day of June 2021, and will continue until terminated as provided in this agreement, or May 31, 2024, whichever date occurs first.

- A. Nothing in this Agreement will prevent, limit, or otherwise interfere with the right of the City Council to terminate the services of the City Manager/Recorder at any time, subject only to the provisions set forth in this Agreement.
- B. Nothing in this Agreement will prevent, limit, or otherwise interfere with the right of the City Manager/Recorder to resign at any time, subject only to the provisions set forth in this Agreement.
- C. The City Manager/Recorder agrees to remain in the exclusive employ of the City during the term of this Agreement.

## **SECTION III. TERMINATION AND SEVERANCE PAY.**

- A. This Agreement may be terminated at any time by a majority of the City Council or by the City Manager/Recorder, for any reason whatsoever, upon thirty (30) calendar days written notice to the other Party.
- B. Termination for Cause. In the event of a for-cause termination, this Agreement shall not be deemed to waive statutory or constitutional rights or remedies otherwise available to the City Manager/Recorder. The City Manager's/Recorders employment with the City may be terminated immediately in the sole discretion of a majority of the City Council members upon the occurrence of any of the following events:
  - 1. The City Manager/Recorder fails, refuses, or is unable to comply with the written policies, standards, and regulations of the City that are in existence at the time, or fails, refuses, or is unable to comply with any then-current state or federal laws;
  - 2. Dishonesty in any form;
  - 3. The City Council, after a thorough investigation, has reasonable cause to believe the City Manager/Recorder has committed fraud, misappropriated City funds, goods, or services, or other acts of misconduct that cause injury to the City or affect the City Manager's/Recorders ability to perform her job; or
  - 4. The City Manager/Recorder fails to perform her duties as City Manager/Recorder faithfully and fully in accordance with the highest professional standards.
- C. Subject to Section III.D, if the City Managers/Recorders employment is terminated by the City Council for any reason other than for cause during such time that the City Manager/Recorder is willing and able to perform the duties of City Manager/Recorder, the City will pay the City Manager/Recorder a lump sum payment equal to six months

salary as well as maintain all medical, dental and vision benefits for a six month period under COBRA.

- D. The City's obligations, and the City Manager/Recorder's rights, arising under Section III.C are not enforceable until the City Manager/Recorder provides a written release completely releasing and forever discharging the City and its past, present, and future councilors, agents, employees, attorneys, insurers, and representatives from any and all claims, rights, demands, actions, liabilities, and causes of action of every kind and character, known or unknown, matured or unmatured, and claims for attorney fees and costs, which City Manager/Recorder may have, whether based on tort, contract (express or implied), or any federal, state, or local statute, regulation, ordinance, or other law. The written release must be binding on the City Manager/Recorder's heirs, successors, and assigns.
- E. In the event that the City Manager/Recorder voluntarily resigns her position, the City Manager/Recorder shall give the City not less than 30 days written notice in advance.

#### **SECTION IV. RESIDENCY.**

The City Manager/Recorder will not be required to reside within the City limits during the term of this agreement.

#### **SECTION V. PERFORMANCE EVALUATION.**

- A. The City Council shall evaluate the City Manager/Recorders performance at least once a year and may perform evaluations more frequently as the City Council deems appropriate. The annual performance evaluation shall be held at least 60 days before the effective annual renewal date of this agreement.

#### **SECTION VI. SALARY AND BENEFITS.**

- A. Salary. Starting with the first day of employment, the City will pay the City Manager/Recorder a salary of \$10,750 per month. The salary will be paid to the City Manager/Recorder at the same time as all other City employees are paid. The City Manager/Recorder's salary may be adjusted at the discretion of the City Council and any salary adjustments shall be discussed at the time of the performance evaluation and subsequently approved at the May City Council regular meeting. The City Managers new salary shall become effective on the annual renewal date of this agreement. The City Manager/Recorders salary shall be reviewed and updated if appropriate every four years when the city conducts its salary survey. If an adjustment is made based on the salary survey this change will go into effect as of July 1 of the year that the salary survey is completed Beginning July 1, 2022 and each July 1 thereafter while this agreement is in effect, the City Manager/Recorder will receive any cost of living increases provided other City employees.
- B. Vacation. The City Manager/Recorder will receive 13.33 vacation hours per month during the term of this Agreement.

- C. Sick Leave. The City Manager/Recorder shall accrue sick leave at the rate of 8 hours per month throughout the term of this Agreement. In the event employment with the City is terminated, either voluntarily or otherwise, unused sick leave will be forfeited.
- D. Management Leave. The City Manager/Recorder will receive one-hundred- twenty (120) hours of management leave each calendar year. Management leave days do not accrue and must be used within the applicable calendar year. It is compensable only in the form of leave and any unused management leave will be forfeited at termination of employment.
- E. Except as otherwise provided in this Agreement and the Employee Handbook, the City Manager/Recorder will receive the same benefits as other employees of the City.

#### **SECTION VII. RETIREMENT AND INSURANCE.**

- A. Retirement. The City Manager/Recorder is entitled to the same retirement plan as all other City employees.
- B. Health Insurance. The City Manager/Recorder is entitled to the same medical, dental and vision benefits as all other City employees.

#### **SECTION VIII. PROFESSIONAL DEVELOPMENT, COMMUNITY INVOLVEMENT, AND EXPENSE.**

- A. The City will pay for the City Manager's/Recorder's membership in the Oregon City/County Management Association (OCCMA), the International City/County Management Association (ICMA) and the Oregon Association of Municipal Recorders (OAMR).
- B. The City recognizes that certain expenses will be incurred by the City Manager/Recorder on behalf of the City and agrees to reimburse or pay these expenses promptly if the expenses are (i) incurred in the performance of the City Managers/Recorders duties (ii) evidenced by receipts or other documentation, and (iii) approved by the City Council.

#### **SECTION IX. BONDING.**

Pursuant to the City Charter, the City Manager/Recorder will "secure a bond for the City in an amount and with a surety approved by the Council." The City has provided for this Charter requirement through City County Insurance Services' excess crime coverage. This insurance meets statutory bonding requirements.

#### **SECTION X. INDEMNIFICATION.**

To the extent permitted under Oregon law, including the Oregon Tort Claims Act (ORS 30.260

to 30.300), the City agrees that it will defend, hold harmless, and indemnify the City Manager/Recorder from all demands, claims, suits, actions, errors, or other omissions in legal proceedings brought against the City Manager/Recorder in her individual capacity, in her official capacity, or in her official capacity as agent or employee of the City, provided the incident arose while the City Manager/Recorder was acting within the scope of her employment and within the scope of this Agreement. If, in the good faith opinion of the City Manager/Recorder, a conflict exists regarding the defense of any such claim between the legal position of the City and the City Manager/Recorder, the City Manager/Recorder may engage counsel, in which event, the City shall indemnify the City Manager/Recorder for the cost of legal counsel. In no case will individual City Council members be considered personally liable for indemnifying City Manager/Recorder against demands, claims, suits, actions, and legal proceedings.

#### **SECTION XI. CONFIDENTIALITY.**

- A. The City Manager/Recorder recognizes that, through her employment with the City, she will have access to confidential information that needs to be protected from improper disclosure. The City Manager/Recorder agrees that she will not directly or indirectly use any confidential information except as necessary to perform the duties of the City Manager/Recorder, and will not directly or indirectly divulge such information to anyone outside the City organization without the City's prior written consent, unless required by court order or, if in the opinion of the City Attorney, by state law.
- B. The confidentiality provisions of this Agreement will remain in full force and effect for a period of six (6) years after the termination of this Agreement.

#### **SECTION XII. GENERAL PROVISIONS.**

- A. Amendment. Nothing shall restrict the ability of the City and the City Manager/Recorder to amend the terms of this Agreement. Amendments will be valid only if they are made in writing and are signed by both the City and City Manager/Recorder.
- B. Severability. If any provision of this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement shall be deemed severable and shall remain in full force and effect.
- C. Choice of Law / Venue. This Agreement shall be governed by, construed, and interpreted in accordance with the laws of the State of Oregon without reference to principles of conflict of laws. In case of a lawsuit arising from this Agreement, for enforcement and/or damages for breach or violation, the parties agree that the venue shall be in Tillamook County Circuit Court, to the exclusion of all other courts in any other venue. The prevailing party in a lawsuit will be entitled to reasonable attorney's fees to be fixed by the trial court. If an appeal is taken from the decision of the trial court, the fees will include any additional sums fixed by the appellate court as reasonable attorney's fees in the appellate court, together with prevailing party costs.

and disbursements incurred therein.

- D. This Agreement was the result of negotiation by the parties and thus the parties agree that the rule of construction requiring that the Agreement will be construed against the drafter will not apply to the interpretation of this Agreement. Both parties acknowledge that they have read and understand the Agreement, enter into it voluntarily, and have had opportunity to have it reviewed by counsel of their choice.
- E. The failure of either party to enforce any provision of this Agreement will not be construed as a waiver or limitation of that party's right subsequently to enforce and compel strict compliance with every provision of this Agreement.
- F. Merger. This Agreement contains the entire Agreement between the parties and supersedes all prior written or oral discussions or agreements regarding the same subject.

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

\_\_\_\_\_  
Leila Aman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney



## Schedule Overview

- Public Workshop #1 - **8/29.**
- Tentative dates for 3 following public workshops **10/3, 11/14, 12/12.**
- Contract award for General Contractor at **11/9** Council meeting.
- **Feb 2023** present design options & costs to City Council for decision making.
- **Spring 2023** City pursues/arranges project funding.
- Balance of design & permitting **Spring 2023 to early 2024.**
- Construction **2024.**
- Move-in **Spring 2025.**



# Community Goals

Get Value for the Investment - **Durable, Adaptable, Scalable, Functional, Efficient, Resilient**

Match the Unique **Culture** and Norms of the **Community**

A Project that is Environmentally **Sustainable**



# Themes

Reflect the **Culture** and Diverse **Values** of the Community

Create an **Inspiring** Workplace for Staff

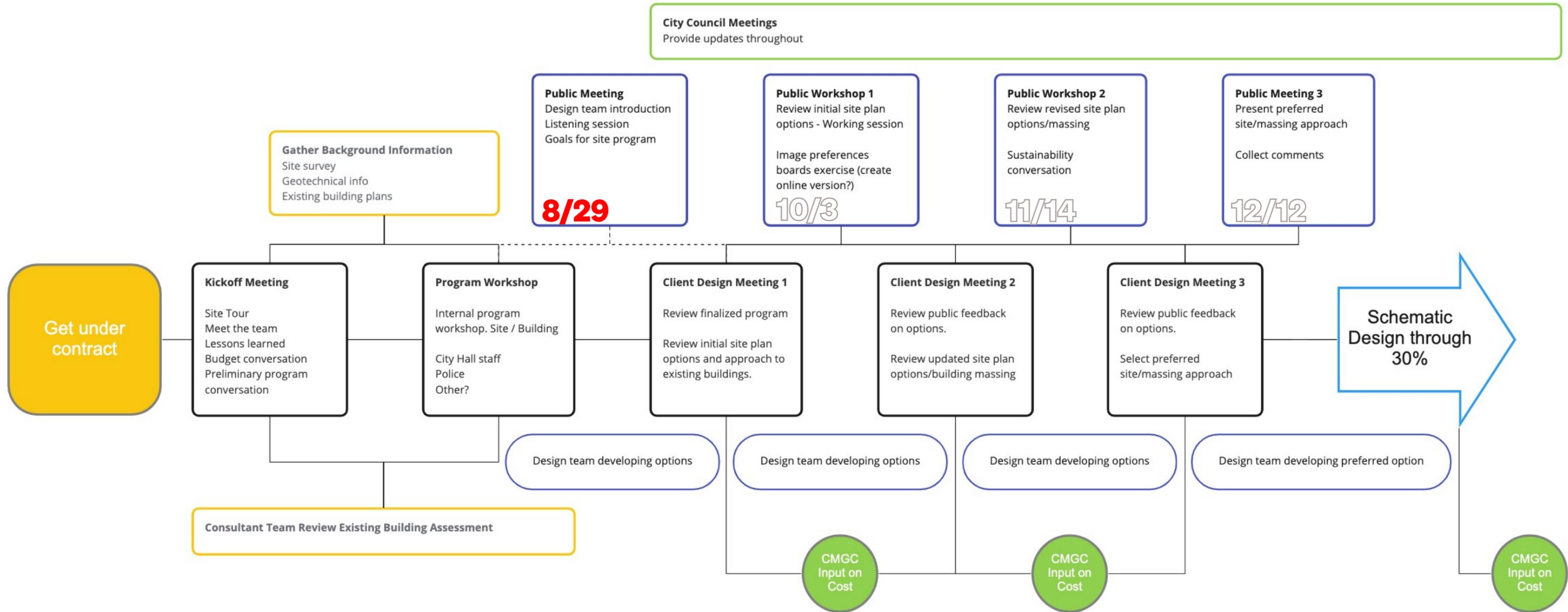
Provide for **User Friendly, Efficient** Customer Service

Embrace **Innovation**



# Public Engagement

- We are **Starting Process from Scratch**
- Transparency / **Build Trust**
- **Inclusive and Iterative** Design Process
- Regular Progress **Updates**
- Study Multiple Options / **Build Consensus**
- Manage Expectations / **Avoid Surprises**



**MEMORANDUM OF AGREEMENT (MOA)  
FOR THE  
COORDINATED HOMELESS RESPONSE SYSTEM**

This Memorandum of Agreement, hereinafter **AGREEMENT**, is made and entered into by and between the City of Manzanita, a municipal corporation, hereinafter **MANZANITA**; the City of Wheeler, a municipal corporation, hereinafter **WHEELER**; the City of Rockaway Beach, a municipal corporation, hereinafter **ROCKAWAY**; the City of Garibaldi, a municipal corporation, hereinafter **GARIBALDI**; the City of Bay City, a municipal corporation, hereinafter **BAY CITY**; the City of Tillamook, a municipal corporation, hereinafter **TILLAMOOK**; the Tillamook County Community Action Resources Enterprises, Inc., a non-profit corporation, hereinafter **CARE**; Tillamook County, hereinafter **COUNTY**, a political subdivision of the state of Oregon, referred to collectively as **PARTIES**.

**RECITALS**

**PURPOSE**

- A. The Oregon Legislature passed House Bill 4123 during the 2022 legislative session to provide grants to local governments and non-profit corporations to address the homelessness crisis.
- B. The State of Oregon Department of Administrative Services appropriated \$1,000,000 to Tillamook County through Agreement #107-2022-4123-07.
- C. The purpose of this AGREEMENT is to create a coordinated homeless response system ('System') and to define PARTIES' responsibilities associated with implementation of House Bill 4123.

**AGREEMENT**

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants, promises and undertakings hereinafter set forth, PARTIES agree as follows:

1. Rights, Duties, and Obligations of **PARTIES**. PARTIES shall:
  - 1.1 Establish a coordinated homeless response office, hereinafter "Office", and a centralized point of contact;
  - 1.2 Establish a coordinated homeless response advisory board, hereinafter "Advisory Board", to meet monthly with representation from the governing body of each of the member governments;
  - 1.3 Establish a coordinated homeless response community advisory board, hereinafter "Community Advisory Board", to meet quarterly with representation from people with lived experience of homelessness; law enforcement; McKinney Vento Liaisons for youth experiencing homelessness; and organizations serving and advocating for veterans, homeless youth, youth exiting the foster care system, individuals exiting the criminal justice system, people with disabilities and aging adults, health care systems, domestic violence and sexual assault survivors, members of lesbian, gay, bisexual, transgender, queer or questioning (LGBTQ) communities, people experiencing behavioral health and substance use disorders, faith communities and business communities;

- 1.4 Adopt a five-year strategic plan by June 1, 2023, to identify and set goals for addressing within unincorporated areas of Tillamook County and the participating cities:
  - 1.4.1 Funding to support ongoing operations,
  - 1.4.2 Increasing or streamlining resources,
  - 1.4.3 Incorporating national best practices for ending homelessness,
  - 1.4.4 Eliminating racial disparities within homeless services, and
  - 1.4.5 Creating pathways to permanent and supportive housing that costs thirty percent (30%) or less to local populations experiencing homelessness; and
- 1.5 Provide an annual report to Oregon Housing and Community Services no later than November 15, 2023 and September 15, 2024 on:
  - 1.5.1 The goals adopted in the five-year strategic plan and the progress made in implementing the plan,
  - 1.5.2 Other changes in homelessness services, ordinances of member governments specifically related to member government actions arising out of the agreement, and
  - 1.5.3 Identified challenges and opportunities relating to:
    - 1.5.3.1 Regional coordination of homelessness service and planning,
    - 1.5.3.2 Needs for technical assistance from Oregon Housing and Community Services, and
    - 1.5.3.3 Addressing racial disparities through partnerships with culturally specific and responsive organizations.

2. Rights, Duties, and Obligations of **MANZANITA**. MANZANITA shall:

- 2.1 Appoint one member from staff, or a public body to which they are elected or appointed, to serve for a term of five **(5) years** and commit up to five (5) hours per month to:
  - 2.1.1 Attend monthly Advisory Board meetings (1.5 hours) to engage in “needs-based” planning and decision-making to identify and track the scope of challenges, weaknesses, and constraints associated with homelessness and the efforts, services, and ordinances to address it,
  - 2.1.2 Attend quarterly Community Advisory Board meetings (2 hours) to engage in “asset-based” visioning and community engagement with member cities and multiple participating stakeholders to capitalize on strengths and expand upon opportunities arising out of the agreement,
  - 2.1.3 Assist Project staff to guide or coordinate two annual presentations (semi-annually) to update City Council on the progress and to seek guidance on the future work of the Advisory Committee,
  - 2.1.4 Provide quarterly feedback to program staff in a 1-hour structured meeting to gather quantitative and qualitative input to evaluate the progress of the Advisory Committee, and
  - 2.1.5 Fill any vacancies within 30 to 60 calendar days to ensure continuous representation.

3. Rights, Duties, and Obligations of **WHEELER**. WHEELER shall:

- 3.1 Appoint one member from staff, or a public body to which they are elected or appointed, to serve for a term of five **(5) years** and commit up to five (5) hours per month to:
  - 3.1.1 Attend monthly Advisory Board meetings (1.5 hours) to engage in “needs-based” planning and decision-making to identify and track the scope of challenges,

- weaknesses, and constraints associated with homelessness and the efforts, services, and ordinances to address it,
- 3.1.2 Attend quarterly Community Advisory Board meetings (2 hours) to engage in “asset-based” visioning and community engagement with member cities and multiple participating stakeholders to capitalize on strengths and expand upon opportunities arising out of the agreement,
- 3.1.3 Assist Project staff to guide or coordinate two annual presentations (semi-annually) to update City Council on the progress and to seek guidance on the future work of the Advisory Committee,
- 3.1.4 Provide quarterly feedback to program staff in a 1-hour structured meeting to gather quantitative and qualitative input to evaluate the progress of the Advisory Committee, and
- 3.1.5 Fill any vacancies within 30 to 60 calendar days to ensure continuous representation.

4. Rights, Duties, and Obligations of **ROCKAWAY**. ROCKAWAY shall:

- 4.1 Appoint one member from staff, or a public body to which they are elected or appointed, to serve for a term of five **(5) years** and commit up to five (5) hours per month to:
  - 4.1.1 Attend monthly Advisory Board meetings (1.5 hours) to engage in “needs-based” planning and decision-making to identify and track the scope of challenges, weaknesses, and constraints associated with homelessness and the efforts, services, and ordinances to address it,
  - 4.1.2 Attend quarterly Community Advisory Board meetings (2 hours) to engage in “asset-based” visioning and community engagement with member cities and multiple participating stakeholders to capitalize on strengths and expand upon opportunities arising out of the agreement,
  - 4.1.3 Assist Project staff to guide or coordinate two annual presentations (semi-annually) to update City Council on the progress and to seek guidance on the future work of the Advisory Committee,
  - 4.1.4 Provide quarterly feedback to program staff in a 1-hour structured meeting to gather quantitative and qualitative input to evaluate the progress of the Advisory Committee, and
  - 4.1.5 Fill any vacancies within 30 to 60 calendar days to ensure continuous representation.

5. Rights, Duties, and Obligations of **GARIBALDI**. GARIBALDI shall:

- 5.1 Appoint one member from staff, or a public body to which they are elected or appointed, to serve for a term of five **(5) years** and commit up to five (5) hours per month to:
  - 5.1.1 Attend monthly Advisory Board meetings (1.5 hours) to engage in “needs-based” planning and decision-making to identify and track the scope of challenges, weaknesses, and constraints associated with homelessness and the efforts, services, and ordinances to address it,
  - 5.1.2 Attend quarterly Community Advisory Board meetings (2 hours) to engage in “asset-based” visioning and community engagement with member cities and multiple participating stakeholders to capitalize on strengths and expand upon opportunities arising out of the agreement,

- 5.1.3 Assist Project staff to guide or coordinate two annual presentations (semi-annually) to update City Council on the progress and to seek guidance on the future work of the Advisory Committee,
- 5.1.4 Provide quarterly feedback to program staff in a 1-hour structured meeting to gather quantitative and qualitative input to evaluate the progress of the Advisory Committee, and
- 5.1.5 Fill any vacancies within 30 to 60 calendar days to ensure continuous representation.

6. Rights, Duties, and Obligations of **BAY CITY**. BAY CITY shall:

- 6.1 Appoint one member from staff, or a public body to which they are elected or appointed, to serve for a term of five **(5) years** and commit up to five (5) hours per month to:
  - 6.1.1 Attend monthly Advisory Board meetings (1.5 hours) to engage in “needs-based” planning and decision-making to identify and track the scope of challenges, weaknesses, and constraints associated with homelessness and the efforts, services, and ordinances to address it,
  - 6.1.2 Attend quarterly Community Advisory Board meetings (2 hours) to engage in “asset-based” visioning and community engagement with member cities and multiple participating stakeholders to capitalize on strengths and expand upon opportunities arising out of the agreement,
  - 6.1.3 Assist Project staff to guide or coordinate two annual presentations (semi-annually) to update City Council on the progress and to seek guidance on the future work of the Advisory Committee,
  - 6.1.4 Provide quarterly feedback to program staff in a one-hour (1 hour) structured meeting to gather quantitative and qualitative input to evaluate the progress of the Advisory Committee, and
  - 6.1.5 Fill any vacancies within 30 to 60 calendar days to ensure continuous representation.

7. Rights, Duties, and Obligations of **TILLAMOOK**. TILLAMOOK shall:

- 7.1 Appoint one member from staff, or a public body to which they are elected or appointed, to serve for a term of five **(5) years** and commit up to five (5) hours per month to:
  - 7.1.1 Attend monthly Advisory Board meetings (1.5 hours) to engage in “needs-based” planning and decision-making to identify and track the scope of challenges, weaknesses, and constraints associated with homelessness and the efforts, services, and ordinances to address it,
  - 7.1.2 Attend quarterly Community Advisory Board meetings (2 hours) to engage in “asset-based” visioning and community engagement with member cities and multiple participating stakeholders to capitalize on strengths and expand upon opportunities arising out of the agreement,
  - 7.1.3 Assist Project staff to guide or coordinate two annual presentations (semi-annually) to update City Council on the progress and to seek guidance on the future work of the Advisory Committee,

- 7.1.4 Provide quarterly feedback to program staff in a 1-hour structured meeting to gather quantitative and qualitative input to evaluate the progress of the Advisory Committee, and
- 7.1.5 Fill any vacancies within 30 to 60 calendar days to ensure continuous representation.

8. Rights, Duties, and Obligations of **CARE**. CARE shall:

- 8.1 Appoint dedicated staff to support the Office at 1.0 FTE;
- 8.2 Appoint senior staff to oversee the operations of the Office at 0.1 FTE;
- 8.3 Appoint additional staff as needed to support the Office;
- 8.4 Appoint one member from staff to serve for a term of five **(5) years** and commit up to five (5) hours per month to:
  - 8.4.1 Attend monthly Advisory Board meetings (1.5 hours) to engage in “needs-based” planning, visioning, community engagement, and decision-making with multiple participating stakeholders,
  - 8.4.2 Attend quarterly Community Advisory Board meetings (2 hours) to engage in “asset-based” visioning and community engagement with member cities and multiple participating stakeholders to capitalize on strengths and expand upon opportunities arising out of the agreement,
  - 8.4.3 Assist Project staff to guide or coordinate two annual presentations (semi-annually) to update participating City Councils on the progress and seek guidance on the future work of the Advisory Committee,
  - 8.4.4 Provide quarterly feedback to program staff in a 1-hour structured meeting to gather quantitative and qualitative input to evaluate the progress of the Advisory Committee, and
  - 8.4.5 Fill any vacancies within 30 to 60 calendar days to ensure continuous representation.

9. Rights, Duties, and Obligations of **COUNTY**. COUNTY shall:

- 9.1 Serve as the project lead to oversee the efforts and progress of participating organizations;
- 9.2 Appoint County staff to serve as Program Manager and to support the Advisory Board at 0.3 FTE;
- 9.3 Acquire technical assistance and capacity building, including contracting with consultants;
- 9.4 Pay participating cities an administrative cost of \$5,000 for Year 1;
- 9.5 Coordinate community outreach and engagement;
- 9.6 Coordinate with the Rural Oregon Continuum of Care;
- 9.7 Complete a strategic plan;

10. TERMINATION.

This AGREEMENT shall terminate upon the written mutual consent of PARTIES.

11. INDEMNITY. Each party shall include appropriate indemnity clauses in any design or construction contracts issued for the Project. Such indemnity clauses shall require consultants, subconsultants, contractors, subcontractors, and suppliers to defend, indemnify and hold the PARTIES harmless from all claims, costs, damages, or expenses of any kind, including attorneys' fees and other costs and

expenses of litigation, for personal injury or property damage to the extent such claims, costs, damages, or expenses arise out of that party's fault.

12. GENERAL PROVISIONS.

- 12.1 MODIFICATION & WAIVER. The rights and duties under this AGREEMENT shall not be modified, delegated, transferred or assigned, except upon the written-signed consent of the parties. Failure to enforce any provision of this AGREEMENT shall not operate as a waiver of such provision or of any other provision.
- 12.2 ATTORNEY FEES. Attorney fees, costs and disbursements necessary to enforce this agreement through mediation, arbitration and/or litigation, including appeals, shall be awarded to the prevailing party, unless otherwise specified herein or agreed.
- 12.3 LEGAL REPRESENTATION. In entering into this AGREEMENT, each party has relied solely upon the advice of their own attorney. Each party has had the opportunity to consult with counsel.
- 12.4 NOTICES. Any notice required or permitted under this AGREEMENT shall be in writing and deemed given when:
  - 12.4.1 actually delivered if not sent by mail as described below, or
  - 12.4.2 three days after deposit in United States certified mail, postage prepaid, addressed to the other party at their last known address.
- 12.5 LANGUAGE. The headings of the AGREEMENT paragraphs are intended for information only and shall not be used to interpret paragraph contents. All masculine, feminine and neuter genders are interchangeable. All singular and plural nouns are interchangeable, unless the context requires otherwise.
- 12.6 SAVINGS. Should any clause or section of this AGREEMENT be declared by a court to be void or voidable, the remainder of this AGREEMENT shall remain in full force and effect.
- 12.7 JURISDICTION; LAW. This AGREEMENT is executed in the State of Oregon and is subject to Tillamook County and Oregon law and jurisdiction. Venue shall be in Tillamook County, Oregon, unless otherwise agreed by the parties.
- 12.8 NO THIRD PARTY BENEFICIARIES. There are no intended third-party beneficiaries of this AGREEMENT.

13. AGREEMENT TERM. The term of this AGREEMENT shall begin XXXXX and end June 30, 2023.

**ACKNOWLEDGMENT: EACH PARTY REPRESENTS TO THE OTHER BY THEIR SIGNATURES BELOW THAT EACH HAS READ, UNDERSTANDS, AND AGREES TO ALL COVENANTS, TERMS AND CONDITIONS OF THIS AGREEMENT. EACH PARTY REPRESENTS TO THE OTHER TO HAVE THE ACTUAL AND/OR APPARENT AUTHORITY TO BIND THEIR RESPECTIVE LEGAL PERSONS, CORPORATE OR OTHERWISE, IN CONTRACT.**

CITY OF MANZANITA

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022

\_\_\_\_\_  
Mike Scott, Mayor

CITY OF WHEELER

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022

\_\_\_\_\_  
Doug Honeycut, Mayor

**CITY OF ROCKAWAY BEACH**

**DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022**

\_\_\_\_\_  
Sue Wilson, Mayor

**CITY OF GARIBALDI**

**DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022**

\_\_\_\_\_  
Tim Hall, Mayor

**CITY OF BAY CITY**

**DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022**

\_\_\_\_\_  
David McCall, Mayor

**CITY OF TILLAMOOK**

**DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022**

\_\_\_\_\_  
Aaron Burris, Mayor

**TILLAMOOK COUNTY COMMUNITY  
ACTION RESOURCES ENTERPRISES, INC.**

**DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022**

\_\_\_\_\_  
Peter Starkey, Executive Director

**THE BOARD OF COMMISSIONERS  
FOR TILLAMOOK COUNTY, OREGON**

**DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022**

Aye    Nay    Abstain/Absent

\_\_\_\_\_  
David Yamamoto, Chair

\_\_\_    \_\_\_    \_\_\_/\_\_\_

\_\_\_\_\_  
Erin D. Skaar, Vice-Chair

\_\_\_    \_\_\_    \_\_\_/\_\_\_

\_\_\_\_\_  
Mary Faith Bell, Commissioner

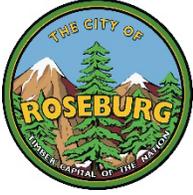
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ATTEST: Tassi O'Neil, County Clerk

APPROVED AS TO FORM

By: \_\_\_\_\_  
Special Deputy

\_\_\_\_\_  
William K. Sargent, County Counsel



**2022 CITY OF ROSEBURG ELECTION INFORMATION  
CANDIDATE PARTICIPATION  
(06/01/2022)**

**CANDIDATES**

Roseburg Mayor and City Council, Roseburg School District 4 Board candidates, Roseburg Urban Sanitary Authority (RUSA), Umpqua Community College (UCC), and Douglas Education Service District (ESD) have the opportunity to participate in an online *City of Roseburg Election Information* for the November 8, 2022 General Election. This communication details the steps to follow in order to submit a statement for publication. Please review it carefully.

**CITY OF ROSEBURG ELECTION INFORMATION**

For a fee of \$25.00, candidates for the positions of Roseburg Mayor and City Councilor Ward 1 (Position 1), Ward 2 (Position 1), Ward 3 (Position 1), and Ward 4 (Position 1) may submit a statement and a photograph to be included in the *City of Roseburg Election Information*. Statements, photographs, and fees must be received by the City Recorder's Office no later than 5:00 p.m. on Tuesday, September 13, 2022 (see attached form).

Candidate Statement

The statement may be submitted electronically or in hardcopy and, when printed, must be in a large enough font to ensure legibility. If a photograph is to be included, it must be submitted electronically. The combined total word count for required and optional information must not exceed 325 words.

The statement must begin with the following required information: "Current Occupation"; "Occupational Background"; and "Educational Background". The statement may also include any additional information the candidate may deem relevant to the election. The six words in quotations must be part of the statement and count toward the 325 maximum words.

Required information can include paid or unpaid experience. You do not need to indicate in your information whether the experience was "paid" or "unpaid."

The word "None" must be used in any section which does not contain information. The word "None" will count as part of the total word count.

The statement shall consist of words and numbers only; charts or graphics will not be accepted.

The statement must not contain any obscene, profane, or defamatory language; incite or advocate hatred, abuse, or violence toward any person or group; or contain any language which may not be circulated through the mail.

Statements of Endorsement For or Against a Candidate or an Argument For or Against a Measure

If the name of a person or organization is used in your statement as supporting or endorsing the statement, you must either:

File a Statement of Endorsement signed by the person, or by an authorized person on behalf of an organization, stating that he or she consents to the use of the name of the person or organization in your statement (see attached form);

OR

Use the name of the person or organization with a quotation made by the person on behalf of the person or by an authorized person on behalf of an organization. The quotation must have been disseminated to the public prior to its inclusion in the argument or statement and must be identified by its source (such as the name of the newspaper in which it appeared) and date of dissemination/publication. Examples for identifying the source of a quote follow:

Charles Dickens, *The Register-Guard*, January 31, 1975

George Bush, *Time Magazine*, July 4, 1999

John F. Kennedy, *Profiles in Courage*, 1960

Photographs:

- ✓ Submit electronically one black and white photograph no smaller than 1.5 inches by 1.75 inches.
- ✓ Photograph must be less than four years old.
- ✓ Background of photo must be plain (untextured, light gray background is recommended).
- ✓ The photograph must show only the face and shoulders of the candidate; it cannot show hands or anything below the shoulders.
- ✓ In the photograph, the candidate must not be wearing a judicial robe, uniform, hat, lapel pin or other clothing or jewelry which may be construed as showing membership in any organization.

The deadline for submitting statements, photos, and fees is Tuesday, September 13, 2022, 5:00 p.m., at the City Recorder's Office, 900 SE Douglas Avenue, Roseburg, Oregon.

Appointments are encouraged and can be made by calling 541-492-6866. Please make checks payable to the City of Roseburg, or call our office to pay over the phone with a credit card.

If you have any questions, please call Amy Sowa, City Recorder at 541-492-6866.

City of Manzanita Rules of Procedure for Council Meetings 23 \Adopted by City Council - April 3, 2019 (amended August 3, 2022)

## **CHAPTER 8 – Appointments**

**I. Appointments of City Staff.** The Council appoints and can remove those positions identified in the city’s charter. All appointments require a majority vote of the entire Council.

- A. Reviews. Any person appointed by the Council shall be subject to an annual review by the Council.
- B. Removals. All appointed persons may be removed by a majority vote of the entire Council.
- C. Interference. If the Council appoints a municipal judge, the Council may meet with the judge, but in no instance shall the Council be permitted to interfere with the judge’s exercise of judicial authority or discretion.

### **II. Appointments of Members to Boards, Commissions and/or Committees.**

- A. The Mayor shall appoint a member of Council to lead a committee selection process. The selected Councilor will be charged with developing selection criteria for the committee if none exists, or to review and revise if necessary or confirm existing committee selection criteria.
- B. At a regular meeting the Mayor shall review and finalize criteria for the selection process and will delegate authority to establish a selection committee per section 8.2(C) who will conduct a selection process as outlined in section 8.2(D)
- C. Selection Committee Process
  - a. Shall include one member of City Council
  - b. Shall include the City Manager or designee
  - c. May include a third member designated by the appointed city councilor or city manager or designee. This can include another staff member, existing committee member or other.
- D. Selection Process
  - a. Using criteria established in section 8.2(B)
  - b. Application will be posted on the city’s website for at least three weeks.
  - c. When the application period is closed each member of the selection committee shall review the applications independently.
  - d. The selection committee shall meet to review applications as a committee and determine a short list of potential candidates.
  - e. The selection committee shall interview a short list of candidates, establish interview questions and interview candidates.
  - f. The selection committee shall provide the Mayor with a slate to be appointed at the next available council meeting.
  - g. The Mayor shall appoint the committee based on the committee recommendation at the next available council meeting.
- E. Removals. All appointed persons may be removed by the Mayor or a majority of city council