



# CITY OF MANZANITA

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ci.manzanita.or.us

## COUNCIL REGULAR SESSION

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

## AGENDA - updated

February 8, 2023  
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/86439878430>

Meeting ID: 864 3987 8430

Passcode: 348369

Call in number: +1 253 215 8782

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

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

Deb Simmons, Mayor

**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 (6:10)**

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. January 4, 2023, Regular Session

b. January 6, 2023, Work Session

c. January 11, 2023, Work Session

d. January 18, 2023, Work Session

e. January 24, 2023, Work Session

f. January 24, 2023, Budget Committee Work Session

**B. Approval of Bills**

**4. OLD BUSINESS (6:10)**

- A.** Transportation Systems Plan Update  
Briana Calhoun, Fehr and Peers  
Kara Hall, Fehr and Peers
  
- B.** Storm Water System Development Charges Update  
Leila Aman, City Manager

**5. NEW BUSINESS (6:40)**

- A.** Administrative Contracts for Planning and Financial Advisory Services  
Leila Aman, City Manager
  
- B.** Amendment to Architect and Owners Representative Contract for Additional Services  
Leila Aman, City Manager
  
- C.** Community Reinvestment Act Funding  
Nina Aiello, Accounting Manager
  
- D.** EVCNB Annual Training Special Event Permit  
Leila Aman, City Manager
  
- E.** Short Term Rental Committee Mission Statement  
Jo Newhouse, STR Committee Chair
  
- F.** Planning Commission Appointments  
Deb Simmons, Mayor
  
- G.** Amendment to Council Rules of Procedure  
Deb Simmons, Mayor
  
- H.** Work Session Change Discussion  
Deb Simmons, Mayor

**6. CITY MANAGER REPORT (8:00)**

## 7. ADJOURN (8:01)

### **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](#).



## MEMORANDUM

To: Mayor and City Council

Date Written: February 3, 2023

From: Leila Aman, City Manager

Subject: **February 8, 2023, City Council Meeting**

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### 1. OLD BUSINESS

#### A. Transportation Systems Plan Update

Kara Hall and Briana Calhoun from Fehr and Peers will provide a comprehensive overview of the draft Transportation System Plan (TSP) and the next steps for implementing the plan locally. This is the culmination of several years of effort led by and paid for by grant from the Oregon Department of Transportation. The TSP focuses on the Cities of Manzanita, Nehalem, and Wheeler. You can learn more on the project website: <https://sites.jla.us.com/nehalem-bay-tsp>

#### B. Storm Water System Development Charges Update

In January staff presented a draft of an updated Storm Water System Development Charge Methodology and new fee. Staff will provide an update on the next steps on the process for adopting this fee.

### 2. NEW BUSINESS

#### A. Administrative Contracts for Planning and Financial Advisory Services

The City Manager is requesting authority from city council to execute two contracts for administrative services. The first contract is with Grand Peak Consulting to provide the following financial support services:

- Financial projections Excel model setup and analysis including advising & guidance,
- Financial scenario model setup,
- Financial policy framework overview,
- Ad hoc support & guidance regarding city financials

The draft contract is provided in the packet. (Attachment 1)

The city manager conducted an intermediate procurement process for contract planning services and reached out to five firms/contractors and received two proposals, one from 3J and one from Walt Wendowski, the city's current contract planner. The City Manager, Development Services Manager Scott Gebhart and Planning Commission Chair Karen Reddick Yurka reviewed the proposals and discussed qualifications of the candidates. The City Manager would like to proceed with a contract for Contract Planning Services with 3J. 3J's proposal is included as Attachment 2.

The draft contract is the city's Standard Personal Services Agreement (Attachment 3) and will include the following terms – One (1) year contract with annual renewal with a total contract amount not to exceed \$150,000.

### **B. Amendment to Architect and Owners Representative Contract for Additional Services**

At the January 8, 2023, Special City Council meeting city council directed the design team direction to proceed with an alternate site plan that retains the Q Hut, assess if any price impacts on the cost of the proposed building and to conduct a cost estimate of remediating and stabilizing the Quonset Hut. This step adds additional work for the design team and extends the decision timeline and adds additional meetings. The project Architect and Owners Representative have submitted Additional Service Requests for this work. (Attachments 4 and 5) Staff believe these requests are reasonable and recommends approval. There are sufficient remaining funds budgeted to meet this request.

### **C. Community Reinvestment Act Funding**

The city received \$147,000 in CRA funding. The city's accounting manager will review the timeline associated with allocating this funding and the limitations on how the funding can be used for council review and discussion.

### **D. Special Event Permit**

The Emergency Volunteer Corps of Nehalem Bay (EVCNB) is requesting approval of their annual EVCNB Special Event permit to utilize Underhill Plaza for training purposes. The application for the permit is included as Attachment 6.

### **E. Short Term Rental Committee (STR) Mission Statement**

Jo Newhouse, Chair of the STR Committee will provide background information on recent STR work including changes to Ordinance 10-03 governing Short Term Rentals. Newhouse will also present the STR committee mission statement for Council approval. The STR Committee collaborated over a series of months and reached consensus on the following mission statement: "To present policies on Manzanita short-term rentals which will enhance the City's livability; consider financial health; and inform residents, managers, and visitors about these policies."

### **F. Planning Commission Appointments**

Mayor Deb Simmons will present appointments to the Planning Commission. Appointments include John Collier and Thomas Christ for a four-year term expiring December 31, 2026 and Frank Squillo for a two-year term expiring December 31, 2024.

### **G. Amendment to Council Rules of Procedure**

Council held a work session on January 24, 2023, to finalize changes to the Council Rules of Procedure Section 8: Appointments (Attachment 7). Council will discuss and finalize these proposed changes.

### **H. Work Session Change Discussion**

Council will move to change the council Work Session to the Wednesday the week following the regular city council meeting at 2pm. Staff are also seeking direction on when Council will

move to in person meetings and whether both Regular Session and Work Sessions will be held in person.

### **3. CITY MANAGER REPORT (8:00)**

The city would like to celebrate and recognize Chief Erik Harth for his 20 years of service to the City of Manzanita. Chief Harth joined the Manzanita Police Department on February 1, 2003, and was named Chief in February of 2010.

Destination Management Plan Workshop 2 at the Pine Grove on February 9, 2023. The final workshop will be held on February 28, 2023.

City Council will hold a special meeting on the City Hall Project on February 15, 2023, at 2pm Via zoom. Visit the city website for more information.

Reminder that City Hall front counter is open 9-12 Monday – Thursday. Building and Planning Services are by appointment only.

Please visit the city’s Planning Commission webpage to find quick links to recent and current land use applications.

Manzanita Business Owners and those doing business in Manzanita need to renew their business licenses. The deadline for renewal was December 31 and the grace period for renewals ended on January 21, 2023. More information can be found here:  
<https://ci.manzanita.or.us/business-license/>

Manzanita Municipal Court was cancelled in January but is expected to be held on Friday February 17, 2023.

Planning Commission is canceled for February and the joint Planning Commission and City Council training with DLCD has been postponed.

**CITY OF MANZANITA**  
**January 6, 2023**  
**CITY COUNCIL WORK SESSION**

**1. CALL MEETING TO ORDER:** The meeting was called to order on January 6, 2023, at 9:09am at the Pine Grove Community Center by Mayor Deb Simmons. The meeting was also live streamed through the website and available via Zoom.

**ROLL:** Members present: Deb Simmons, Linda Kozlowski, Jerry Spegman, Jenna Edginton and Brad Mayerle. Staff present: City Manager Leila Aman. Staff Present via Zoom: Accounting Manager Nina Aiello, and Assistant City Recorder Nancy Jones.

**2. Annual Goals Update: City Manager Leila Aman**

City Manager Aman spoke to the council about the importance of setting realistic goals and priorities. She explained that goals need to be clear and strategic. The goals that council decides today, influence the budget proposal. Aman shared the goals of last year's city council and where the city is currently with those projects. Aman discussed that the city's priorities are operations, services and existing programs. She spoke about the building of the new City Hall and development of a Capital Investment Plan (CIP).

**3. Goal Setting Discussion: All**

Each council member shared their ideas and priorities. They came up with a list of what they would like to focus on for this calendar year. The Council reached consensus to continue to move forward with Envision Manzanita, Budget Forward and Level Up Manzanita and added communication strategy to the council goals..

**4. Lunch Break**

**5. Appointment Process Discussion: Mayor Deb Simmons**

Council discussed the process for making committee appointments. An update of the selection process will be presented at the Council meeting on February 8<sup>th</sup>.

Mayor Simmons will meet with the Planning Commission Selection Committee to go over the Planning Commission candidates.

**6. Adjourn:** Mayor Simmons adjourned the meeting at 2:42pm.

**MINUTES APPROVED THIS**  
**8<sup>th</sup> Day of February, 2023**

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Deb Simmons, Mayor

Attest:

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Leila Aman, City Manager



**CITY OF MANZANITA**  
**January 11, 2023**  
**CITY COUNCIL WORK SESSION**

**1. CALL MEETING TO ORDER:** The meeting was called to order on January 11, 2023, at 2:03 pm via Zoom by Mayor Deb Simmons.

**ROLL:** Members present: Deb Simmons, Linda Kozlowski, Jerry Spegman, Jenna Edginton and Brad Mayerle. Staff present: City Manager Leila Aman Staff, Accounting Manager Nina Aiello, Development Services Manager Scott Gebhart, Chief of Police Erik Harth and Assistant City Recorder Nancy Jones. Panelists: Executive Director of Tillamook Coast Visitors Association Nan Devlin.

**2. Destination Management Plan: Executive Director of Tillamook Coast Visitors Association, Nan Devlin**

Nan Devlin shared that a Destination Management Plan is a community effort to coordinate actions related to impacts from tourism. Devlin also spoke about what our neighboring cities have done through this program. There will be three (3) workshops planned for the community of Manzanita to decide what values and assets of the city are important. Initiatives would then be presented to the City Council to decide what to move forward on. This process normally takes two and a half months to complete.

**3. Short Term Rental Committee Discussion: Mayor Deb Simmons**

Mayor Deb Simmons spoke about the process of STR Committee appointments. City Council will decide the Selection Committee's search criteria and mission statement. City Manager Aman shared the purpose of the Committee and asked council to provide them with a clear directive. Committee Chair Jo Newhouse requested that the city conduct a new survey to provide community feedback of priorities.

**4. 4<sup>th</sup> of July Parade: Mayor Deb Simmons**

Mayor Deb Simmons shared that the 4<sup>th</sup> of July Parade is a volunteer driven program. There is a committee of over 20 people that will be planning the parade this year. The city will provide barricades and review traffic control plans.

**5. Process for Committee Appointments: Mayor Deb Simmons**

Mayor Deb Simmons led a discussion about the process for committee Appointments. Councilor Edginton will update the criteria and provide council with the final draft to be voted on at the next Regular Session council meeting on February 8th.

**6. Council Meeting Timing: Mayor Deb Simmons**

Mayor Deb Simmons spoke about moving council Regular and Work sessions to different days. It was decided that the Regular Sessions will remain on the first Wednesday after the first Monday of the month at 6pm, and Work Sessions will be Wednesdays at 2pm, the week following the Regular Session. This will be voted on at the Regular Session in February.

**7. Council Agenda Process Discussion: Council President Linda Kozlowski**

Council President, Linda Kozlowski shared the need to formalize a process for the public to bring agenda topics to council. Kozlowski will work on the criteria and present it at the February meeting.

**8. Adjourn:** Mayor Simmons adjourned the meeting at 4:33pm.

**MINUTES APPROVED THIS  
8<sup>th</sup> Day of February, 2023**

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Deb Simmons, Mayor

Attest:

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Leila Aman, City Manager

**CITY OF MANZANITA**  
**January 18, 2023**  
**CITY COUNCIL SPECIAL SESSION**

**1. CALL MEETING TO ORDER:** The meeting was called to order on January 18, 2023, at 2pm at the Pine Grove Community Center by Mayor Deb Simmons. The meeting was also live streamed through the website and available via Zoom.

**ROLL:** Members present: Deb Simmons, Linda Kozlowski, Jerry Spegman, Jenna Edginton and Brad Mayerle. Staff present: City Manager Leila Aman Staff, IT Josh Gandy, Police Officer John Garcia, Police Officer Sean Mumej and Assistant City Recorder Nancy Jones. Panelist: Jason Stegner with Cove Built Engineering. Staff present via Zoom: Accounting Manager Nina Aiello, Development Services Manager Scott Gebhart. Panelists via Zoom: Christopher Keane with Bearing Architecture and Jessie Steiger with The Klosh Group.

**2. City Hall Construction Project Update: Leila Aman, City Manager**

City Manager Aman shared detailed information about the City Hall Project. She went over the history of the project and where we are currently with Phase 1. The next step is to schedule a meeting to share information with the public.

Christopher Keane with Bearing Architecture shared about the three town hall meetings that were held and information that was gathered from them and the survey. He shared detailed information about the three diagram choices and what the recommendations are to move forward.

Jessie Steiger with The Klosh Group explained the City Hall project budget components. She clarified what guaranteed maximum price means. She shared what the four completed reports and studies revealed about the Underhill Plaza property and buildings.

Jason Stegner with Cove Built Engineering shared what he observed when he walked the site at Underhill Plaza. He also shared that the WRK report analysis is a visual assessment only. The other three studies and reports are more in-depth and detailed. He presented the hard construction cost of \$3,731,078 to construct a new city hall.

Council asked several questions of the panelists and directed staff to do a separate analysis of the costs to remediate and stabilize the Quonset Hut and move the proposed building.

**3. Response to Community Comments: Jerry Spegman, Councilor**

Counselor Spegman stated that the city needs a working set of criteria for the public to get a topic on the Councils meeting agendas. This will be discussed at the Work Session on February 15<sup>th</sup>.

**4. Adjourn:** Mayor Simmons adjourned the meeting at 4:42pm.

**MINUTES APPROVED THIS**  
**8<sup>th</sup> Day of February, 2023**

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Deb Simmons, Mayor

Attest:

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Leila Aman, City Manager

**CITY OF MANZANITA**  
**January 24, 2023**  
**CITY COUNCIL WORK SESSION**

**1. CALL MEETING TO ORDER:** The meeting was called to order on January 23, 2023, at 9:02 am via Zoom by Mayor Deb Simmons.

**ROLL:** Members present: Deb Simmons, Linda Kozlowski, Jerry Spegman, Jenna Edginton and Brad Mayerle. Staff present: City Manager Leila Aman, Short Term Program Rental Manager Judy Wilson, and Assistant City Recorder Nancy Jones.

**2. Appointment Process Discussion: Mayor Deb Simmons**

Mayor Deb Simmons led a discussion about the committee appointment process. Council reached consensus on the procedures for selecting committee members. These will be proposed at the February 8<sup>th</sup> city council meeting.

**3. Adjourn:** Mayor Simmons adjourned the meeting at 9:48am.

**MINUTES APPROVED THIS**  
**8<sup>th</sup> Day of February, 2023**

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Deb Simmons, Mayor

Attest:

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Leila Aman, City Manager

**CITY OF MANZANITA**  
**January 24, 2023**  
**BUDGET COMMITTEE Work Session**

**1. CALL MEETING TO ORDER:** The meeting was called to order by David Dillon at 10:01am January 24, 2023, via Zoom.

**ROLL:** Members present: Deb Simmons, Linda Kozlowski, Jerry Spegman, Jenna Edginton, Brad Mayerle, David Dillon, Jim Hickey, Jim Dopp, Chip Greening, and Kathryn Stock. Staff Present: City Manager Leila Aman, Accounting Manager Nina Aiello, and Assistant City Recorder Nancy Jones.

**2. FY 2022/2023 Second Quarter Financial Review:** Accounting Manager Nina Aiello presented the Second Quarter Financial Review for 2022/2023. The Budget Committee and Council formed a consensus to add end of year projections into the review. It was suggested to start with a few key measures and add to it over time to include all lines.

**3. Indirect Cost Allocation Discussion:** City Manager Aman shared that an indirect cost is a cost of doing business that is not readily identified with a specific activity, but necessary for the operation of the program or service. The city hired the FCS group four years ago to conduct an analysis using cost drivers to determine indirect costs. The city has been using this complex system for the past four years. The budget committee last year directed Aman to propose a simpler approach using the Warrenton model. Aman presented the model that Warrenton has been using for 20 years and explained how it is applied to Manzanita. The Committee gave Aman direction to finalize a proposal for City Council.

**4. Revenue Diversification Update:** City Manager Aman shared that there will be a Revenue Diversification meeting on February 3<sup>rd</sup> at 10am. This will be the first of three meetings to review the findings.

**5. Budget Committee Selection Criteria:** Accounting Manager Nina Aiello shared the timeline for the application process to select new Budget Committee members. The application will be posted on the website tomorrow and will close on February 15th. Interviews will be scheduled the week of February 21st. Candidates will be selected by March 3rd and presented to the City Council for selection on March 8. The Selection Committee will consist of Jim Dopp, Jerry Spegman and Linda Kozlowski.

**6. FY 23-24 Budget Calendar:**

- March 21 – Premeeting 10am
- April 25 – Premeeting 10am
- May 8 – First Meeting 4pm
- May 9 – Second Meeting 4pm
- May 17 – Third Meeting 6pm
- June 14 – Special City Council Meeting 6pm

**7. ADJOURNMENT:** David Dillon adjourned at 11:04 am

**MINUTES APPROVED THIS  
8<sup>th</sup> Day of February, 2023**

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Deb Simmons, Mayor

Attest:

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Leila Aman, City Manager

**CITY OF MANZANITA  
GOODS AND/OR SERVICES CONTRACT**

This Contract is between the City of Manzanita (the "MANZANITA"), and Grand Peaks Consulting, a Colorado Limited Liability Company ("Contractor"), to provide financial consulting services.

The parties agree as follows:

**Effective Date and Termination Date.** The effective date of this contract shall be February 9, 2023 or the date on which each party has signed this Contract, whichever is later. Unless earlier terminated as provided below, the termination date shall be June 31, 2024.

**Statement of Work.** Contractor shall perform the work described in Exhibit 1. In performing the scope of work, the Contractor shall meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods and/or services.

**Payment for Work.** MANZANITA agrees to pay Contractor in accordance with Exhibit 1.

**Contract Documents.** The Contract Documents consist of the following documents which are listed in descending order of precedence: this Contract; exhibits to this Contract, including Exhibits 1 (Statement of Work, Compensation, Payment and Renewal Terms); Exhibit 2 (Insurance Requirements);

A conflict in the Contract Documents shall be resolved in the priority listed above with this Contract taking precedence over all other documents. The contract documents are the entire contract between the parties and shall supersede any prior representation, written or oral.

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**STANDARD TERMS AND CONDITIONS**

1. **Time is of the Essence.** Time is of the essence in the performance of this Contract.
2. **Subcontracts and Assignment.** Contractor shall not subcontract any of the work required by this Contract or assign or transfer any of its interest in this Contract, without the prior written consent of Manzanita, which may be withheld without cause. In addition to any other provisions Manzanita may require, Contractor shall require of any permitted subcontract under this Contract, that the Subcontractor be bound by all the same terms and conditions of this Contract. Such sub-contracts are solely between the Contractor and the Subcontractor and shall not have any binding effect on Manzanita.
3. **Independent Contractor Status.** By its signature on this contract, Contractor certifies that the service or services to be performed under this Contract are those of an independent contractor as defined in ORS 670.600, and that Contractor is solely responsible for the work performed under this Contract. Contractor represents and warrants that Contractor, its subcontractors, employees, and agents are not "officers, agents, or employees" of Manzanita



within the meaning of the Oregon Tort Claims Act (ORS 30.260 through 30.300). Contractor shall be responsible for all federal, state, and local taxes and any and all fees applicable to payments for services under this Contract.

**4. No Third Party Beneficiaries.** Manzanita and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.

**5. Successors in Interest.** The provisions of this Contract shall be binding upon and inure to the benefit of the parties and their successors and approved assigns, if any.

**6. Nonperformance.** In the event of nonperformance under this contract, Manzanita, after seven (7) days written notice, shall have the right to obtain from other sources such products, services, or both as may be required to accomplish the work not performed, and it is agreed that the difference in cost, if any, for said work or goods shall be borne by the Contractor. For purposes of this section, nonperformance shall be defined as failure to appear and perform work, the failure to deliver goods as specified and scheduled, or both.

**7. Early Termination.** This Contract may be terminated as follows unless otherwise specified herein:

a. Manzanita and Contractor, by mutual written agreement, may terminate this Contract at any time.

b. Manzanita in its sole discretion may terminate this Contract for any reason on 30 days written notice to Contractor.

c. Either Manzanita or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination, the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

d. Notwithstanding paragraph 7(c), Manzanita may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation or non-renewal of any license, permit, or certificate that Contractor must hold to provide services under this Contract.

## **8. Payment of Invoices**

a. Method of Payment. Contractor shall bill MANZANITA monthly as services are performed. Payment shall be made as provided in Exhibit 1

b. Payment on Early Termination. Upon termination pursuant to paragraph 7, payment shall be made as follows:

(i) If terminated under 7(a) or 7(b) for the convenience of Manzanita, Manzanita shall pay Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract. Manzanita shall not be liable for direct, indirect or consequential damages. Termination shall not result in a waiver of any other claim Manzanita may have against Contractor.

(ii) If terminated under 7(c) by the Contractor due to a breach by Manzanita, then Manzanita shall pay the Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract.

(iii) If terminated under 7(c) or 7(d) by Manzanita due to a breach by the Contractor, then Manzanita shall pay the Contractor for work performed prior to the termination date provided such work was performed in accordance with the Contract less any setoff to which Manzanita is entitled.

**9. Goods.** If this Contract includes the purchase of "goods" as defined in ORS 279A.010(1)(i), the Contractor shall comply as follows:

a. Delivery of Goods. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by Contractor, unless otherwise specified in the solicitation documents. If specifically authorized to ship goods F.O.B. point of origin, Contractor agrees to prepay all shipping charges, route by cheapest method, and bill Manzanita as a separate item on the invoice for said charges. Manzanita will refuse to accept any C.O.D. shipment. Responsibility and liability for loss or damage shall remain with Contractor until final inspection and acceptance, when responsibility shall pass to Manzanita except as to latent defects, fraud, and Contractor's warranty obligations.

b. Inspection of Goods. Goods furnished under the Contract shall be subject to inspection and test by Manzanita at times and place determined by Manzanita. If Manzanita finds goods furnished to be incomplete or not in compliance with the Contract, Manzanita, at its sole discretion, may either reject the goods, require Contractor to correct any defects without charge, or negotiate with Contractor to sell the goods to Manzanita at reduced prices, whichever Manzanita deems equitable under the circumstances. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by Manzanita, Manzanita may reject the goods and cancel the Contract in whole or in part. Any rejection of goods or materials whether held by Manzanita or returned, will be at Contractor's risk and expense. Nothing in this paragraph shall in any way affect or limit Manzanita's rights as Buyer under the UCC, including the rights and remedies relating to rejection under ORS 72.6020 and revocation of acceptance under ORS 72.6080.

c. Purchase Order Number Required. All invoices, packing lists, packages, shipping notices, and any other written document affecting this Contract shall contain the applicable purchase order number. Packing list(s) shall be enclosed with each and every shipment pursuant to this Contract indicating the contents therein. Each container (box, bag, etc.) shall show the purchase order number.

## Attachment 1

d. Warranties. Unless otherwise stated, all goods shall be free and clear of any liens or encumbrances and shall be new (and, if applicable, the current model) and shall carry full manufacturer warranties. Contractor warrants all goods delivered to be free from defects in labor, material, and manufacture and to be in compliance with the specifications set out in this Contract. All implied and express warranty provisions of the UCC are hereby incorporated by reference. Further, Contractor represents and warrants to Manzanita that Contractor has the power and authority to enter into and perform this Contract and that this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor, enforceable in accordance with its terms.

e. Cash Discount. If Manzanita is entitled to a cash discount, the period of computation shall start on the date the entire order is delivered or the date the invoice is received, whichever is later.

**10. Services: Hours of Labor, Pay Equity (Required by ORS 279B.020, 279B.235).** If this Contract includes the performance of "services" as defined in ORS 279A.010(1)(kk):

a. Contractor shall not employ any person for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of Contracts for personal services as defined in ORS 279A.055, the laborer shall be paid at least time and a half pay: (a) for all overtime in excess of eight hours a day or 40 hours in any one week when the workweek is five consecutive days, Monday through Friday; or (b) for all overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and (c) for work performed on Saturday and on any legal holiday specified in any applicable collective bargaining agreement or ORS 279B.020(1)(b)(B) to (G).

b. Contractor shall comply with ORS 652.220 (Prohibition of discriminatory wage rates based on sex; employer not to discriminate against employee who is a complainant). Compliance is a material element of the Contract. Failure to comply is a breach that entitles the Owner to terminate the contact for cause.

c. Contractor may not prohibit any of Contractor's employees from discussing the employee's rate of wage, salary, benefits or other compensation with another employee or another person, and may not retaliate against an employee who does so.

**11. Payment of Laborers (Required by ORS 279B.220).** The Contractor shall:

a. Make payment promptly, as due, to all persons supplying to such Contractor labor or material for the prosecution of the work provided for this contract;

b. Pay all contributions or amounts due the Industrial Accident Fund by the Contractor or subcontractors, if permitted, incurred in the performance of this contract;

c. Not permit any lien or claim to be filed or prosecuted against Manzanita on account of any labor or material furnished; and

## Attachment 1

- d. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to it by any person in connection with this contract as such claim becomes due, Manzanita may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of such contract.

The payment of a claim in this manner shall not relieve the Contractor or the Contractor's surety, if any, from obligation with respect to any unpaid claims.

**12. Condition concerning salvaging, recycling, composting or Mulching Waste Material (Required by ORS 279B.225.)** If this contract involves lawn or landscape maintenance, the Contract shall salvage, recycle, compost or mulch yard waste material at an approved site, if feasible.

**13. Payment for Medical Care and Workers Compensation (Required by 279B.230)**

a. Contractor shall promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.

b. All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

**14. Tax Compliance Warranty (Required by ORS 279B.045).** Contractor represents and warrants that Contractor has complied with the applicable tax laws of this state or a political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318. Contractor covenants that contractor will continue to comply with the tax laws of this state or a political subdivision of this state during the term of this contract. Failure by Contractor to comply with the applicable tax laws of this state or a political subdivision of this state before the execution of this Contract or during the term of this Contract is a default for which Manzanita may terminate this Contract and seek damages and other relief available under the terms of this Contract or under applicable law.

**15. Non-Appropriation/Adequate Funding**

a. If payment for work under this contract extends into Manzanita's next fiscal year, Manzanita's obligation to pay for such work is subject to approval of future appropriations to fund this Contract by Manzanita's board of directors.

b. Continuation of this contract, at specified levels, is conditioned on adequate funding under Manzanita's budget adopted in June of each year. MANZANITA reserves the right to adjust the level of services in accordance with funding levels adopted.

**16. Remedies.** In the event of breach of this Contract the parties shall have the following remedies:

a. If terminated by Manzanita due to a breach by the Contractor, Manzanita may complete the work either itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall pay to Manzanita the amount of the reasonable excess.

b. In addition to other remedies provided in this contract for breach by the Contractor, Manzanita also shall be entitled to any other equitable and legal remedies that are available.

c. If Manzanita breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of any Contract payments for work or services performed.

**17. Hazardous Chemicals.** Contractor shall notify Manzanita prior to using products containing hazardous chemicals to which Manzanita's employees may be exposed. Products containing hazardous chemicals are those products as defined in OAR Chapter 437. Upon Manzanita's request, Contractor shall immediately provide Safety Data Sheets.

**18. Errors.** The Contractor shall perform such additional work as may be necessary to correct errors in the work required under this contract without undue delays and without additional cost.

**19. Access to Records.** The Contractor agrees that Manzanita and its authorized representatives shall have access to the books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcripts.

Contractor shall maintain all fiscal records directly relating to this Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document Contractor's performance. Contractor acknowledges and agrees that Manzanita's duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans and writings of Contractor that are pertinent to this Contract to perform examinations and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of ten (10) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

**20. Ownership of Work.** All work products created by the Contractor as part of Contractor's performance of this Contract, including background data, documentation and staff work that is preliminary to final reports, shall be the exclusive property of Manzanita. If any such work products contain intellectual property of the Contractor that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants Manzanita a perpetual,

royalty-free, fully paid-up, non-exclusive and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, use, re-use, in whole or in part, and to authorize others to do so, all such work products. Manzanita shall have no rights in any pre-existing work product of Contractor provided to Manzanita by Contractor in the performance of this contract except to copy, use and re-use any such work product for Manzanita use only.

If this contract is terminated by either party or by default, Manzanita, in addition to any other rights provided by this Contract, may require the Contractor to transfer and deliver such partially completed work products, reports or other documentation that the Contractor has specifically developed or specifically acquired for the performance of this contract.

**21. Security.** Any disclosure or removal of any matter or property on the part of the Contractor or Contractor's employees shall be cause for immediate cancellation of the Contract. Any liability, including, but not limited to, attorney fees, resulting from any action or suit brought against Manzanita as a result of the Contractor's or Contractor's employees' willful or negligent release of information, documents or property contained in or on Manzanita property shall be borne by the Contractor. All information, documents and property contained within these facilities shall be considered privileged and confidential.

**22. Compliance with Applicable Law.** Contractor shall comply with all federal, state, and local laws applicable to public contracts and to the work done under this Contract, and all regulations and administrative rules established pursuant to those laws.

**23. Indemnity and Hold Harmless.** Contractor shall defend, indemnify, and hold Manzanita, its officers, agents, officials, and employees, harmless from, for, and against all liability, loss, costs, fines, or expenses, including attorney's fees, and against all claims, actions or judgments (1) based upon or arising out of damage or injury (including death) to persons or property caused by any act or omission of an act by Contractor or its subcontractors, employees or agents in connection with the performance of this Contract or by conditions created thereby and (2) based upon violation of any statute, ordinance or regulation. This contractual indemnity provision does not abrogate common law or statutory liability and indemnification benefitting Manzanita, but is in addition to such common law or statutory provisions.

**24. Insurance.** Contractor shall provide insurance in accordance with Exhibit 2.

**25. Waiver.** Waiver of any default under this Contract by Manzanita shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Contract.

**26. Governing Law.** The provisions of this Contract shall be construed in accordance with the laws of the State of Oregon and rules of Manzanita, as they exist at the time of signing or any subsequent addenda. Any legal action involving any question arising under this Contract must be brought in Tillamook County Circuit Court. If the claim must be brought in a federal forum, then it shall be brought and conducted in the United States District Court for the State of Oregon.

**27. Severability.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining

terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held invalid.

**28. Merger Clause.** This Contract and the attached exhibits constitute the entire agreement between the parties. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

**29. Anti-discrimination Clause.** Contractor must comply with all applicable requirements of federal and state civil rights law and rehabilitation statutes and shall not discriminate based on race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, source of income, or political affiliation in programs, activities, services, benefits or employment. Contractor shall not discriminate against minority-owned, women-owned or emerging small businesses. Contractor certifies that it has not discriminated and will not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantage business enterprise, a minority-owned business, a women-owned business, a business that a service-disabled veteran owns, or an emerging small business enterprise certified under ORS 200.055.

**30. Removal of Employees.** At Manzanita's request, Contractor must immediately remove any employee from all Manzanita properties if Manzanita determines, in its sole discretion, the removal of that employee is in Manzanita's best interests.

**31. Amendments.** Any amendment of this Contract, or consent to or waiver of its terms, must be in writing and signed by an authorized representative of each party.

**32. Counterparts.** This Contract may be signed in counterparts, each of which is deemed an original but together constitutes this same Contract. Electronically transmitted copies are effective as originals.

**33. Notices and Communications.** Notices and communications between the parties must be sent to the following addresses:

If to MANZANITA: City of Manzanita

Attn:

[Address]

[Address]

E-mail:

If to Contractor:

Grand Peaks Consulting

Attn: Bonnie Dennis

1540 Main Street, Suite 218 - 283

Windsor, CO 80550

E-mail: bonnie@grandpeaksco.com

The party giving notice must provide notice in writing, dated and signed by a duly authorized representative of that party. Notice is not effective for any purpose unless served in one of the following ways:

- a. If notice is given by personal delivery, it will be deemed delivered on the day of delivery.
- b. If notice is given by overnight delivery service, it will be deemed delivered one day after the date deposited, as indicated by the delivery service.
- c. If notice is given by United States mail, it will be deemed delivered three days after the date deposited, as indicated by the postmark date.
- d. If notice is given by registered or certified mail with postage prepaid, return receipt requested, it will be deemed delivered on the day that the notice is signed for.

*[Signature page follows]*

DRAFT



**CONTRACTOR DATA AND SIGNATURE**

Business Name: Grand Peaks Consulting, LLC

Business Address: 1540 Main Street, Suite 218 – 283, Windsor, CO 80550

Contractor Phone: 720-635-4331

Federal Tax ID# or Social Security # 88-4292604

Is Contractor a nonresident alien?  Yes  No  
Business Designation (check one):  Sole Proprietorship  Partnership  
 Corporation-for profit  Corporation-non-profit  
 Other [describe here: Limited Liability

Company \_\_\_\_\_ ]

Federal tax ID numbers or Social Security numbers are required pursuant to ORS 305.385 and will be used for the administration of state, federal and local laws. Payment information will be reported to the Internal Revenue Service under the name and Federal tax ID number or, if none, the Social Security number provided above.

**I have read this Contract including the attached Exhibits. I certify that I have the authority to sign and enter into this Contract. I understand the Contract and agree to be bound by its terms.**

\_\_\_\_\_  Principal Owner

Signature Title

Bonnie Dennis \_\_\_\_\_

Name (please print) Date

NOTE: Contractor must also sign Exhibits 3 and 4 (if attached).

**CITY OF MANZANITA SIGNATURE**

(This contract is not binding on Manzanita until signed the appropriate signing authority)

Signature Title Date

\_\_\_\_\_ Name (please print)

**EXHIBIT 1**  
**Services Contract**

**STATEMENT OF WORK, COMPENSATION,**  
**PAYMENT and RENEWAL TERMS**

**1. Contractor shall perform the following work:**

- Financial projections Excel model setup and analysis including advising & guidance,
- Financial scenario model setup,
- Financial policy framework overview,
- Ad hoc support & guidance regarding city financials

Financial guidance and information are in adherence with General Accepted Accounting Principals (GAAP) and from the Government Finance Officers Association (GFOA).

All confidential information that is communicated to or reviewed by the Consultant in connection with performing services under this Agreement shall be held by the Consultant in full trust for the City's benefit.

**2. The maximum total payment under this Contract, including expenses: Compensation shall be made at a rate of \$125 per hour, not to exceed \$10,000.**

**3. Manzanita shall pay Contractor on the following basis: The Contractor will send invoices with net 30 day terms.**

**4.. Manzanita will pay expenses on the following terms and conditions: N/A**

**5. This Contract may be renewed on the following basis: This contract will terminate on completion of the work.**

\*\*Manzanita shall have the right to withhold from payments due Contractor such sums as are necessary in Manzanita's sole opinion to protect Manzanita from any loss, damage, or claim which may result from Contractor's failure to perform in accordance with the terms of the Contract or failure to make proper payment to suppliers or subcontractors.

**EXHIBIT 2**  
**Services Contract**  
**INSURANCE REQUIREMENTS**

**Contractor shall at all times maintain in force at Contractor's expense, each insurance noted below:**

**Workers Compensation** insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage in accordance with ORS Chapter 656 for all subject workers. Contractor and all subcontractors of Contractor with one or more employees must have this insurance unless exempt under ORS 656.027.

THIS COVERAGE IS REQUIRED. Attach Certificate of Insurance. If Contractor does not have coverage and claims to be exempt, attach exemption in lieu of Certificate.

**Professional Liability/E&O** insurance with a combined single limit of not less than  \$500,000,  \$1,000,000,  \$2,000,000 each claim, incident, or occurrence, with an annual aggregate limit of  \$500,000,  \$1,000,000,  \$2,000,000. This is to cover damages caused by error, omission, or negligent acts related to professional services provided under this Contract. This coverage must be provided and remain in force for two years after the completion of the contract.

Required by MANZANITA     Not required by MANZANITA

**Commercial General Liability** insurance, on an occurrence basis, with a limit of not less than  \$500,000,  \$1,000,000,  \$2,000,000 each occurrence for Bodily Injury and Property Damage, with an annual aggregate limit of  \$500,000,  \$1,000,000,  \$2,000,000. This insurance must include contractual liability coverage.

Required by MANZANITA     Not required by MANZANITA

**Commercial Automobile Liability** insurance with a combined single limit, or the equivalent of not less than  \$500,000,  \$1,000,000,  \$2,000,000 each occurrence for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles.

Required by MANZANITA     Not required by MANZANITA

**Additional Requirements.** Coverage must be provided by an insurance company admitted to do business in Oregon or rated A- or better by Best's Insurance Rating. Contractor shall pay all deductibles and retentions. A cross-liability clause or separation of insureds condition must be included in all commercial general liability policies required by this Contract. Contractor's coverage will be primary in the event of loss.

**Certificate(s) of Insurance Required.** Contractor shall furnish a current Certificate(s) of Insurance to Manzanita prior to contract execution. The Certificate(s) shall provide that there

shall be no cancellation, termination, material change, or reduction of limits of the insurance coverage without 30 days written notice from the Contractor's insurer to Manzanita. The Certificate(s) shall also state the deductible or retention level. For commercial general liability the Certificate shall also provide that Manzanita, its agents, officers, and employees are Additional Insureds with respect to Contractor's services to be provided under this Contract. An additional insured endorsement shall be attached to the certificate of insurance. No work shall commence until Manzanita receives the certificate and additional insured endorsement. If requested, complete copies of insurance policies shall be provided to Manzanita.

DRAFT



**STATEMENT OF QUALIFICATIONS**

**CITY OF MANZANITA  
CONTRACT PLANNER SERVICES**

PREPARED FOR  
THE CITY OF MANZANITA



**SUBMITTED BY 3J CONSULTING**

9600 SW Nimbus Ave, Suite 100, Beaverton, OR 97008  
503.946.9365 | [www.3jconsulting.com](http://www.3jconsulting.com)



# FIRM OVERVIEW

3J Consulting (3J) is an Oregon-based firm providing clients with exceptional land use planning, public involvement and civil engineering services based on reliable attention to detail and strong project management. Since its founding in 2009, 3J has helped a variety of public and private clients with land use planning and civil engineering services. We pride ourselves on providing services to grow our communities. Our goal is to develop reliable infrastructure, build healthy environments, and protect natural resources. Our team pulls together our best ideas to help communities grow intuitively and gracefully. We understand how planning, public involvement and engineering work must be delivered to equally support the goals of local agencies and the character of the communities they serve.

## PLANNING EXPERTISE

3J has 39 staff, including 8 land use planners. Our planning team works with cities and counties to successfully process site plans, conditional uses, land divisions, planned unit developments, variances, and other residential, commercial, industrial, and institutional development applications. We prepare notices, staff reports, and other related documents to administer comprehensive plans, development codes and other municipal codes and ordinances. Our planning team also has extensive experience preparing long range plans and policies. We produce comprehensive plan updates and amendments, craft specific area plans, and update zoning codes to reflect changes in national, state, county and local laws and policies. We are known for our robust and inclusive community engagement programs.

3J's planning team can work with our in-house water resources team if floodplain management services are needed. They recently assisted the cities of Talent and Phoenix and Jackson County with their floodplain development permit needs.



*3J holds on-call contracts with nearly two dozen Oregon jurisdictions. Our team is experienced providing contract planning services for clients throughout the region, including several Cities on the coast.*

## DEPENDABLE ON-CALL CONSULTANTS

3J holds on-call contracts with several jurisdictions throughout Oregon and beyond. Our team is very familiar with the flexible approach necessary to deliver projects that may arise from an on-call contract. We have a lean, horizontal organization structure that enables us to provide nimble and responsive service to our clients. At 3J, the process for approving a contract is not inhibited by multiple layers of management.

ON-CALL CLIENTS	ENGINEERING	PLANNING
City of Ashland		●
City of Bay City		●
City of Beaverton	●	
City of Cannon Beach	●	
City of Cornelius		●
City of Garibaldi		●
City of Happy Valley	●	●
City of Hillsboro	●	
City of Lake Oswego	●	●
City of Milwaukie		●
City of Newberg	●	●
City of North Plains	●	●
City of Oregon City	●	
City of Rockaway Beach		●
City of Sherwood		●
City of Tualatin	●	●
METRO		●
ODOT	●	●
Washington County	●	
West Linn-Wilsonville School District	●	

# STAFF PERSON

Scott Fregonese will be the primary contract planner for the City of Manzanita. His experience providing similar services for Bay City, Garibaldi and Rockaway Beach will allow him to seamlessly integrate with City staff. Scott will also have the support from 3J's Planning Department if needed.

### AVAILABILITY TO MEET THE DEMANDS OF THE POSITION

Scott has reviewed the responsibilities and required skills listed in the RFQ and he is committed to meeting the City's needs. He has experience acting as an extension of City Planning staff and he has represented multiple jurisdictions in public forums, including planning commission meetings.



## SCOTT FREGONESE CONTRACT PLANNER

Scott is a senior project manager at 3J. He is a planner and geographer with almost 20 years of experience in land use and transportation planning and policy development. Scott serves as an ongoing advisor on current and long range planning for Rockaway Beach, Bay City, Garibaldi and Ashland, OR.

His work and research include major regional initiatives, comprehensive plans, local planning and policy, downtown plans, scenario planning and implementation strategies. He has a proven record of achievement and focuses on creative problem-solving and collaboration. Scott's skills in community engagement, meeting/event facilitation, team building, project coordination, and complex GIS analysis enrich all of 3J's projects.



### Education

B.S. Geography: Urban Planning, Oregon State University



### Awards

Oregon State University Spotlight Award

### Relevant Experience

- Contract Planner; Bay City, OR
- Contract Planner; Garibaldi, OR
- Contract Planner; Rockaway Beach, OR
- Our Salem, Vision & Comprehensive Plan Update; Salem, OR
- Redmond Vision and Comprehensive Plan; Redmond, OR
- Main Streets on Halsey Corridor Plan; Wood Village, Fairview, and Troutdale, OR
- Housing Needs Analyses; Multiple locations throughout Oregon
- Payson General Plan; Payson, UT
- Tulsa Small Area Planning; Tulsa, OK

## SUPPORT TEAM

Scott has the ability to pull in additional staffing resources if the need arises. Highlighted below are the Planning Leads for both Current and Long Range Planning.



### CURRENT PLANNING

**MERCEDES SERRA**  
PLANNING LEAD



**Education**

Bachelor of Architecture, University of Oregon

Mercedes has been providing planning services for 3J clients for over 9 years. Her experience spans urban infill design, repurposed urban industrial areas and diverse urban neighborhoods. Mercedes enjoys tackling the unique challenges of each project, focusing on how various components can harmonize to generate a site design that works best for the client and the community. She strives to design places that accommodate increased density while creating responsible communities that provide a range of services, transportation and open space.

### Relevant Experience

- Hancock Timber UGB Swap, Newport, OR
- North Plains UGB Expansion; North Plains, OR
- Hidden Creek Community Center; Hillsboro, OR
- Shaw Street Storage, Comp Plan/Zoning Map Amendment; Washington County, OR
- Heavy Timbers Innovations Zone Change; Eagle Creek, OR
- Temco Engineering Products – Comp Plan/Zoning Map Amendment
- Sherwood Mixed-Use; Sherwood, OR
- Crestview Crossing Planned Community; Newberg, OR
- Luuwit View Park; Portland, OR
- North Clackamas School District, Milwaukie High School; Milwaukie, OR
- South End Concept Plan; Oregon City, OR
- Birch Mill Subdivision; Tigard, OR



### LONG RANGE PLANNING

**ANAÏS MATHEZ, AICP**  
PLANNING LEAD



**Education**

Master of Urban & Regional Planning (MURP), Portland State University; B.S. Geography and Environment, McGill University, Quebec, CA

Anaïs works in various capacities as a project manager, facilitator, engagement specialist and writer. She helps prepare for and conduct public meetings, outreach activities and communications that engage diverse groups and a variety of stakeholders for communities across the state. Anaïs is experienced in facilitating meetings ranging from small focus groups and to large workshops. She excels at developing materials and presentations that use images and simple language to communicate complex ideas. She has led comprehensive planning processes around the state and conducted award-winning public engagement.

### Relevant Experience

- Oregon City Vision and Comprehensive Plan; Oregon City, OR
- Sherwood Vision and Comprehensive Plan; Sherwood, OR
- Redmond Vision and Comprehensive Plan; Redmond, OR
- Milwaukie Community Vision and Action Plan; Milwaukie, OR
- Cornelius Town Center Plan; Cornelius, OR
- Washington Square Regional Center; Tigard, OR Amendment
- Oregon DLCD Housing Needs, Residential Code Audit; Bandon, OR



# PROJECT EXPERIENCE

3J has extensive experience with on-call/contract planning, especially in small and medium-sized communities across Oregon. Below are a few examples of our relevant experience. References can be provided upon request.



## **NORTH OREGON COAST** CONTRACT PLANNING

As the contract planners for the Cities of Rockaway Beach, Garibaldi, and Bay City, the 3J team works closely with City staff and the community to complete both current and long-range planning objectives. Responsibilities include holding weekly office hours, reviewing development permits, updating zoning code, pursuing long range planning projects, and presenting to Planning Commission and City Council on relevant issues. Our team members have updated city's floodplain development ordinances to comply with the newest national flood insurance standards as well as a project funded by a grant from the National Oceanic and Atmospheric Administration to make Rockaway Beach a tsunami resilient community.



## **CITY OF GEARHART** ON-CALL PLANNING

3J was hired for on call planning services for the City of Gearhart in early 2022. Our efforts centered on assisting City staff in creating and maintaining planning files; preparing, sending, and posting notices; and distributing information and requests-for-comments to other agencies. One specific project that 3J lead was to study a potential Urban Growth Boundary area swap. The City of Gearhart wanted to swap a portion of its Urban Growth Boundary that is unbuildable for an area that is the same acreage with the goal of a new residential subdivision, Fire Station and Police Station. 3J is now working with the city to amend its Comprehensive Plan and Zoning Maps to swap the UGB and apply the residential zone.



## **CITY OF ASHLAND** ON-CALL PLANNING

The City of Ashland has been a long-term client of 3J, specifically Scott Fregonese has been working with the city on a wide range of projects since 2015. One of our main jobs is to provide information to citizens, city staff, and other agencies making inquiries about planning related regulations, codes, and laws. In doing this we were asked to produce an infill strategy report to encourage new mixed-use residential and business development along a major transportation corridor in Ashland. As part of the report our team conducted a return on investment (ROI) analysis to examine the market feasibility of different development prototypes. The report ultimately recommended an overlay zone that contains standards that encourage the development of rental housing affordable to Ashland's workforce, new neighborhood-serving businesses, and increased walkability.



## **CITY OF NORTH PLAINS** ON-CALL PLANNING

3J provided on-call land use planning services to the City of North Plains from 2014 to 2022. The work included all aspects of planning, as the City did not employ a planner on staff. 3J's current planning work with the City included answering most planning related questions from residents, property owners and developers, conducting pre-application conferences, reviewing land use applications, drafting public and agency notices, writing staff reports, attending Planning Commission meetings, and processing notices of decisions. 3J's long-range planning tasks for the City included regular updating of the development code, completing a new Comprehensive Plan, leading an Urban Growth Boundary expansion project and representing the City with regional and state agencies.

# RATE SHEET

Fees for professional services provided by 3J are based upon the time expended on the Project and the hourly fee rate for the professional or support staff performing the service.

COMMUNITY PLANNING		GIS SERVICES	
Principal/Director	\$194	Senior GIS Manager	\$154
Senior Planning Project Manager	\$194	GIS Manager	\$144
Planning Project Manager II	\$184	GIS Analyst II	\$132
Planning Project Manager I	\$174	GIS Analyst I	\$122
Senior Urban Designer II	\$154		
Senior Urban Designer I	\$138	GRAPHIC DESIGN SERVICES	
Urban Designer II	\$122	Senior Graphic Designer	\$134
Urban Designer I	\$110	Graphic Designer II	\$116
Senior Planner II	\$154	Graphic Designer I	\$98
Senior Planner I	\$138		
Planner II	\$122	ADMINISTRATION	
Planner I	\$110	Administrative Project Specialist	\$116
Planning Assistant	\$94	Administrative Staff	\$96



3J has made Oregon Business Magazine's 100 Best Companies to Work for in Oregon for the past five years.

**PROFESSIONAL SERVICES AGREEMENT**

**Between  
CITY OF MANZANITA  
and  
3J Consulting**

This Professional Services Agreement (“Agreement”) is made by and between the City of Manzanita, a municipal corporation of the State of Oregon (“City”) and 3J (“Consultant”), for design and engineering services. The parties agree as follows:

**CONSULTANT DATA**

Consultant attests that it is an independent contractor solely responsible for the work performed under this Agreement. Consultant, its subconsultants, employees, and agents shall not be deemed employees of City. Consultant shall be responsible for all federal, state, and local taxes and any and all fees applicable to payments for the Services under this Agreement.

**Full Business Name:**

**Address:**

**City, State, ZIP:**

**Business Telephone:**

**E-mail:**

Consultant must submit a completed “Request for Taxpayer Identification Number and Certification” (Form W-9) with this signed Agreement. Payment information will be reported to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Consultant.

**Consultant certifies under penalty of perjury that Consultant is a:**

- Sole Proprietor       Corporation       Limited Liability Company  
 Partnership       Other [describe: \_\_\_\_\_]
-

## TERMS AND CONDITIONS

### 1. General Project and Agreement Information.

- a. Project Description: Consultant will provide design and engineering services to the Owner as more fully described in Exhibit C (Scope of Work) to this Agreement (the “Services”).
- b. Agreement: The Agreement consists of these Terms and Conditions and the following Exhibits:
  - Exhibit A: Payment Schedule
  - Exhibit B: Insurance Requirements
  - Exhibit C: Scope of Work
- d. Maximum Compensation: The maximum total compensation, including any reimbursable expenses, payable to Consultant under this Agreement is **\$150,000**.

### 2. Consultant’s Duties.

- a. Consultant Representative. Consultant shall identify a representative authorized to act for Consultant on the Project. City has the right to review and approve any representative proposed by Consultant, which approval shall not be unreasonably withheld. Consultant shall not appoint a representative to whom City has reasonably and timely objected. Consultant shall not substitute representatives without City’s review and approval. Consultant acknowledges that this Agreement was awarded in part on the basis of the unique background and abilities of Consultant’s team, including key personnel and subconsultants, identified by Consultant. Consultant shall not remove, reassign, or replace key personnel without City’s prior written consent.
- b. Subconsultants. Consultant shall identify by firm, name, and title, the primary subconsultants who will perform Services under this Agreement. Consultant shall not engage or assign any person or entity to whom City has made a reasonable and timely objection. City has the right to review and approve any subconsultant substitutions proposed by Consultant. City shall not unreasonably withhold its review and approval of these substitutions. Upon City’s request, Consultant shall promptly provide copies of Consultant’s agreements with subconsultants.
- c. Conflicts. Consultant represents that Consultant has no existing interest and shall not acquire any interest, direct or indirect, that would reasonably appear to interfere in any manner or degree with the performance of Services under this Agreement and that Consultant shall employ no person having such interest.
- d. Instrument of Service Warranty. Consultant is performing services using reports and other documents (collectively, “Instruments of Service”) created under an agreement between the City and **3J an Oregon corporation**. Consultant warrants that all Instruments of Service are accurate and were prepared in accordance with the standard of care described under Section 3(b) of the this Agreement.
- e. Insurance. Before beginning the Services, Consultant shall obtain and maintain for the duration of this Agreement all insurance coverages listed in Exhibit B (Insurance Requirements). Maintenance of insurance coverage is a material element of this Agreement and Consultant’s failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement, as required or when requested, may be treated as a material breach.

### 3. Scope of Consultant's Services.

- a. Legal and Policy Compliance. Consultant shall provide the Services in accordance with the terms of this Agreement, federal, state, or local law or ordinance, and applicable City rules, policies, and administrative directives. Consultant shall provide the Services so that the Project will be completed as expeditiously and economically as possible within the total budgeted cost to City and in City's best interests.
- b. Standard of Care. Consultant shall perform the Services with skill, care, and diligence in accordance with the standard of care applicable to such Services performed by recognized firms providing similar services in the same or similar locality, and on projects similar to the Project. Consultant shall be responsible to City for all Services provided whether provided by Consultant or by subconsultants it engages.
  1. All persons or entities providing Services under this Agreement shall be licensed, as may be required by Oregon law.
  2. Consultant shall rely on its professional judgment as to the accuracy and completeness of City-provided services and information. Consultant shall provide prompt written notice to City if Consultant becomes aware of any material deficiencies, errors, omissions, or inconsistencies in City services or information or if in Consultant's opinion the Project cost budget will not be sufficient to complete the improvements as programmed.
- c. Time is of the Essence. Time is of the essence in the performance of this Agreement. Consultant shall not be responsible for delay in performance to the extent those delays are caused by circumstances beyond Consultant's reasonable control or where a delay has been approved in writing by the City.
- d. Additional Services. Consultant shall perform only the Services authorized by this Agreement. Additional Services will be compensated only as authorized in advance and in writing by City. City will not pay for additional Services made necessary by Consultant or any subconsultant mistakes.
- e. Approvals; Permits. Consultant represents that it and its subconsultants have expertise and working knowledge of the applicable approval and permit application requirements of any governmental jurisdiction and shall be responsible to provide the Services in the form and at the time required to obtain such approvals or permits. To the extent required, Consultant shall assist City in preparing and submitting any such applications and will execute such applications on City's behalf. Consultant shall not execute such documents for City.
- f. Independent Contractor. Consultant shall perform all Services as an independent contractor. Although City reserves the right to set the delivery schedule for the Services and to evaluate quality of completed Services, City cannot and will not control the means and manner of Consultant's performance. Consultant is responsible to determine the appropriate means and manner of performing the Services. Consultant, Consultant's employees, and any subconsultants are not "officers, employees, or agents" of the State of Oregon or City (as those terms are used in ORS 30.265) and shall have no authority to bind City for the payment of any cost or expense without City's express written approval.
- g. Other Service Providers. City reserves the right to enter into other agreements for work additional or related to the Project, and Consultant agrees to cooperate fully with these other contractors and with City personnel. When requested by City, Consultant shall coordinate its performance under this

Agreement with such additional or related work. Consultant shall not interfere with the work performance of any other contractor or City employees.

#### 4. City's Duties.

- a. Written Information. Unless otherwise provided for under this Agreement, City shall provide written information in a timely manner on requirements and limitations on the Project. This information shall include City's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems, and site requirements.
- b. City Representative. City shall identify a representative authorized to act on its behalf on all Project matters (the "City Representative"). The City Representative will have the sole authority to make decisions for City under this Agreement.
- c. Other Consultants. City shall coordinate the services of its own consultants with Consultant's Services. Upon Consultant's request, City shall furnish copies of the scope of services in the contracts between City and City's consultants.
- d. Site Access. City shall provide Consultant access to the Project site before Services begin and shall cause City contractors to provide Consultant access to their work wherever it is in preparation or progress.

5. **Access to Records.** Consultant shall maintain all fiscal records directly relating to this Agreement in accordance with generally accepted accounting principles. In addition, Consultant shall maintain any other records pertinent to this Agreement in such a manner as to clearly document Consultant's performance. Consultant agrees that City and its authorized representatives shall have access to the books, documents, papers, fiscal records, writings, plans, and records of Consultant which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts. Consultant shall retain and keep accessible all such books, documents, papers, fiscal records, writings, plans, and records for a minimum of six years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Agreement, whichever date is later.

6. **Ownership of Work Product.** City shall be the owner of, and shall be entitled to possession of any and all, work products of Consultant which result from this Agreement, including but not limited to any computations, plans, reports, schedules, drawings, specifications, or pertinent data and information gathered by or computed by Consultant prior to termination of this Agreement by Consultant or upon completion of the Services pursuant to this Agreement.

#### 7. Term and Termination.

- a. Start and End Dates. This Agreement becomes effective on the date of the last authorized signature below. Unless earlier terminated as provided below, this Agreement shall continue through **February 28, 2024**. **[Add renewal clause]**
- b. Unilateral. City may terminate this Agreement in writing at any time for its convenience. If City terminates for convenience, Consultant may invoice City and City shall pay all undisputed invoice(s) for Services performed until City's notice of termination.



- c. Mutual. Either party may terminate this Agreement in the event of a material breach by the other. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party fails to cure the breach within 15 days of the date of the notice, the non-breaching party may terminate this Agreement at any time thereafter by giving a written notice of termination.
- d. Other. Except as indicated in this Section, termination will have no effect upon any of the rights and obligations of the parties arising out of any transaction occurring before the effective date of such termination.

## 8. Payments.

- a. Exhibit A (Payment Schedule). City shall pay Consultant for Services performed under this Agreement according to the provisions of Exhibit A.
- b. Monthly Invoices. Consultant shall provide City with monthly invoices detailing Services rendered and reimbursable expenses incurred in the preceding month. Invoices shall include itemization of all approved Agreement amendments whether or not they are currently being billed. Consultant expressly waives any right to additional payment for any Services in the absence of City's written authorization or request.
- c. Payment Method. Upon work completion and acceptance, invoice approval, and according to this Agreement's Terms and Conditions, City shall pay Consultant for Services rendered and for reimbursable expenses authorized under this Agreement net 30 days. City shall make no deductions from Consultant's compensation on account of penalty, liquidated damages, or other sums withheld from payments to contractors or on account of the cost of construction changes other than those for which Consultant is liable.
- d. Reimbursables. Upon City's request, Consultant shall provide to City all records of reimbursable expenses, expenses pertaining to a change in Services, and any Services performed on the basis of hourly rates or expense, and shall be available to City or City's authorized representative at mutually convenient times. Consultant shall save these records for at least three years after final payment.
- e. Errors and Omissions; Fee Adjustments. City will not pay for any change order fee increases due to Consultant's errors or omissions. Regardless of the structure of Consultant's fee, the fee may be adjusted downward if, in accordance with this Agreement, City reduces the Services to be provided under this Agreement.
- f. Non-Appropriation; Adequate Funding. City is prohibited from contracting for Services for which it has not received appropriated funds. If payment for Services under this Agreement extends into City's next fiscal year, City's obligation to pay for such work shall be subject to approval of future appropriations to fund this Agreement. Moreover, continuation of this Agreement at specified levels is specifically conditioned on adequate funding under City's budget adopted in June of each year. City reserves the right to adjust the level of Services provided for in this Agreement in accordance with funding levels adopted by City Council.

- 9. **Indemnification**. Consultant shall defend, indemnify and hold harmless City and its consultants, councilors, officers, directors, officials, employees, agents, representatives, and volunteers (the "Indemnitees") for, from, and against any and all loss, liability, damage, demands, claims, costs, and expenses, including

reasonable attorney and expert fees, to the extent caused by the acts or omissions of Consultant or its agents, consultants, employees, or representatives, including without limitation for:

- a. Breach of this Agreement by Consultant;
- b. Death, personal injury (including bodily injury), property damage, or violation of law, regulation, or orders, to the extent caused by the performance of Consultant or those for whom Consultant is responsible;
- c. Violation or infringement of third-party intellectual property rights by Consultant;
- d. Any negligent acts or omissions or willful misconduct by Consultant or persons for whom Consultant is responsible; and
- e. Claims for compensation asserted by the Consultant's employees (including wage-and-hour or benefit claims) or any violation of federal, state, or local wage-and-hour or labor laws and regulations by Consultant or persons for whom Consultant is responsible.

Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section. In claims against any person or entity indemnified under this Section by an employee of Consultant, Consultant itself, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for Consultant under workers' compensation acts, disability benefit acts, or other employee benefit acts. No indemnification provided by Consultant under this Section is required to indemnify the Indemnitees to the extent of liability for death or bodily injury to persons or damage to property caused in whole or in part by their own acts, omissions, or negligence, but Consultant must provide indemnity to the extent of its own negligence or the negligence of its consultants, employees, or representatives to the extent required by law or by this Agreement.

#### **10. Compliance with State of Oregon Public Contracting Code.**

- a. Nondiscrimination. As required by ORS 279A.110, Consultant shall not discriminate against a disadvantaged business enterprise, minority-owned, women-owned, or emerging small businesses certified under ORS 200.055 or a business enterprise that is owned or controlled by or employs a service-disabled veteran.
- b. Tax Compliance Warranty. As required by ORS 279B.045, Contractor represents and warrants that Contractor has complied with the applicable tax laws of this state or a political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318. Contractor covenants that it will continue to comply with the tax laws of this state or a political subdivision of this state during the term of this contract. Failure by Contractor to comply with the applicable tax laws of this state or a political subdivision of this state before the execution of this Agreement or during the term of this Agreement is a default for which City may terminate this Agreement and seek damages and other relief available under the terms of this Contract or under applicable law.
- c. Payment of Labor. As required by ORS 279B.220 and 279C.505, Consultant shall:
  1. Make payment promptly, as due, to all persons supplying labor or material to Consultant for the performance of the Services provided for in this Agreement;



2. Pay all contributions or amounts due the Industrial Accident Fund from Consultant or sub-consultant incurred in the performance of this Agreement;
  3. Not permit any lien or claim to be filed or prosecuted against City on account of any labor or material furnished; and
  4. Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.
- d. Payment for Medical Care and Workers' Compensation. As required by 279B.230 and 279C.530:
1. Consultant shall promptly, as due, make payment to any person, copartnership, association, or corporation furnishing medical, surgical, and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of Consultant, of all sums that Consultant agrees to pay for the services and all moneys and sums that Consultant collected or deducted from the wages of employees under any law, contract, or agreement for the purpose of providing or paying for the services.
  2. All subject employers working under this Contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
- e. Hours of Labor, Pay Equity, Salary Discussions. As required by ORS 279B.020(5), 279B.235(3), and 279C.540(6), for Consultant's employees subject to Oregon employment laws:
1. Maximum Hours. Employees shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week and for work performed on Saturdays, Sundays, New Year's Day (January 1), Memorial Day (last Monday in May), Independence Day (July 4), Thanksgiving Day (fourth Thursday in November), and Christmas Day (December 25).
  2. Exemption. These requirements do not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.
  3. Notice to Employees. Consultant shall give notice in writing to its employees who perform work under this Contract, either at the time of hire or before commencement of work on this Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.
  4. Consultant shall comply with ORS 652.220 (Prohibition of discriminatory wage rates based on sex; employer not to discriminate against employee who is a complainant). Compliance is a material element of this Agreement. Failure to comply is a breach that entitles City to terminate this Agreement for cause.
  5. Consultant may not prohibit any of Consultant's employees from discussing the employee's rate of wage, salary, benefits or other compensation with another employee or another person, and may not retaliate against an employee who does so.
- f. Limitation on Claims. For Consultant's employees subject to Oregon employment laws and as required by ORS 279C.545, any worker employed by Consultant shall be foreclosed from the right to collect for

any overtime provided in ORS 279C.540 unless a claim for payment is filed with Consultant within 90 days from the completion of this Agreement, providing Consultant has:

1. Caused a circular clearly printed in boldfaced 12-point type and containing a copy of this Section to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place that is readily available and freely visible to workers employed on the work; and
2. Maintained such circular continuously posted from the inception to the completion of this Agreement on which workers are or have been employed.

## **11. Other Provisions.**

- a. Controlling Law; Venue. Any dispute under this Agreement or related to this Agreement will be governed by Oregon law, and any litigation arising out of the Agreement will be conducted in Tillamook County Circuit Court. If the claim must be brought in a federal forum, then it shall be brought and conducted in the United States District Court for the State of Oregon.
- b. Claims. Any claim or dispute arising under this Agreement will be delivered in writing to the other party within a reasonable time after the claim, dispute, or other matters in question have arisen. Consultant and City will meet within ten days of the date of delivery of the claim to attempt to resolve the claim. Consultant and City agree that both parties shall try to resolve the dispute amicably and at a Project level prior to the commencement of litigation or arbitration.
- c. Waiver; Severability. Waiver of any default or breach under this Agreement by City will be effective only in the specific instance and for the specific purpose given. Any such waiver does not constitute a waiver of any subsequent default or a modification of any other provisions of this Agreement. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held invalid.
- d. Amendments. Any amendments, consents to, or waivers of the terms of this Agreement shall be in writing and signed by the authorized representatives of both parties.
- e. Media/Publications. Consultant shall issue no news release, press release, or other statement to members of the news media or any other publication regarding this Agreement or the Project within one year of Project completion without City's prior written authorization. Consultant shall not post or publish any textual or visual representations of the Project without approval of City.
- f. Nondiscrimination. Consultant shall comply with all applicable requirements of federal and state civil rights law and rehabilitation statutes and shall not discriminate based on race, color, gender, age, religion, national origin, U.S. military veteran status, marital status, sexual orientation, disability, source of income, or political affiliation in programs, activities, services, benefits, or employment in connection with this Agreement.
- g. Successors in Interest. This Agreement will bind and inure to the benefit of the parties, their successors, and approved assigns, if any. Except as previously disclosed and approved, Consultant shall not enter into any subconsultant agreements for any of the Services or assign or transfer any of its interest in this Agreement without City's prior written consent.

- h. No Third-Party Beneficiaries. City and Consultant are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides any benefit or right, directly or indirectly, to third persons unless they are individually identified by name in this Agreement and expressly described as intended beneficiaries of this Agreement.
- i. Entire Agreement. When signed by the authorized representatives of both parties, this Agreement (and the attached exhibits) is their final and entire agreement. As their final and entire expression, this Agreement supersedes all prior and contemporaneous oral or written communications between the parties, their agents, and representatives. There are no representations, promises, terms, conditions, or obligations other than those contained herein.
- j. Notices and Communications. Notices and communications between the parties to this Agreement must be sent to the following addresses:

**City**  
[Name, title, and address]

**Consultant**  
[Name, title and address]

The party giving notice will provide notice in writing, dated and signed by a duly authorized representative of that party. Notice is not effective for any purpose whatsoever unless served in one of the following manners:

1. If notice is given by personal delivery, it is deemed delivered on the day of delivery.
2. If notice is given by overnight delivery service, it is deemed delivered one day after the date deposited, as indicated by the delivery service.
3. If notice is given by United States mail, it is deemed delivered three days after the date deposited, as indicated by the postmarked date.
4. If notice is given by registered or certified mail with postage prepaid, return receipt requested, it is deemed delivered on the day the notice is signed for.

**I HAVE READ THIS AGREEMENT, INCLUDING ALL EXHIBITS. I CERTIFY THAT I HAVE THE AUTHORITY TO SIGN AND ENTER INTO THIS AGREEMENT, AND TO BE BOUND BY ITS TERMS ON BEHALF OF THE PARTY I REPRESENT.**

**CONSULTANT**

[Redacted Signature]

Signature

Consultant Printed Name and Title

Date of Signature

**CITY**

City of Manzanita

Signature

City Official Printed Name & Title

Date of Signature

**EXHIBIT A**  
**PAYMENT SCHEDULE**

**A. COMPENSATION**

City will pay the Consultant for the Services a not-to-exceed fee of \$150,000 as shown in greater detail below:  
[legal to update that compensation will be billed based on hourly rates]

<i>TASK DESCRIPTION</i>	<i>NOT-TO-EXCEED FEE</i>
•	•
•	•
•	•
•	•
• <b>Total Estimated Professional Service Fees</b>	•

**B. PAYMENT METHOD**

1. Consultant shall submit to City, at the address shown below, all monthly invoices in a form approved by City:

City of Manzanita  
Attn: Accounts Payable  
PO Box 129  
Manzanita, OR 97130

2. Invoices shall be detailed and include the following:
- a. Itemization of all Services components and the percentages completed;
  - b. Services previously billed and currently invoiced;
  - c. Previously approved contract amendments, whether or not they are being invoiced; and
  - d. Separate itemization of any reimbursables that are billable but not a part of the base compensation under this Agreement.
3. Upon City request, Consultant shall provide to City documentation showing proof that payments were made to its vendors and subconsultant(s).
4. Upon receipt and approval of Consultant's properly submitted invoices, City agrees to make payments within 30 days of receipt.

**EXHIBIT B**  
**INSURANCE REQUIREMENTS**

**A. MINIMUM INSURANCE LIMITS.** Consultant shall procure, prior to commencement of the Services of this Agreement, and shall maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Services hereunder by Consultant, its agents, representatives, employees, and subconsultant(s). Consultant's liabilities, including but not limited to Consultant's indemnity obligations under this Agreement, will not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement, and Consultant's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement, as required or when requested, may be treated as a material breach of contract by City. Coverage shall be at least as broad as the following scopes and limits:

1. **Commercial General Liability ("CGL")** insurance covering injury and property damage on an occurrence basis. This coverage shall include contractual liability insurance for the indemnity provided under this contract. The CGL policy shall include the following coverages with limits of no less than the limits shown below:

<u>Coverage</u>	<u>Limit</u>
Combined Single Limit	\$2,000,000
General Aggregate	\$2,000,000

2. **Commercial Automobile Liability** insurance including coverage for all owned, hired, and non-owned vehicles with a combined single limit of no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation Liability** insurance meeting statutory requirements. Consultant shall require and ensure that each of its subconsultants or subcontractors comply with this requirement.
4. **Employers' Liability** insurance with a limit of no less than \$500,000 for each accident.
5. **Professional Liability** insurance with limits of no less than \$2,000,000 per occurrence and \$2,000,000 aggregate and subject to no more than \$10,000 per claim deductible. Consultant shall maintain professional liability coverage through completion of construction of the Project and two years thereafter.

City reserves the right to modify the limits and coverages described herein, with appropriate credits or changes to be negotiated for such changes.

**B. DEDUCTIBLES AND SELF-INSURANCE RETENTION.** Consultant shall inform City in writing if any deductibles or self-insured retention exceeds \$10,000. At its sole discretion, City may (1) accept the higher deductible, (2) require Consultant to insure such deductibles or self-insured retention as respects City, its consultants, councilors, officers, directors, officials, employees, agents, representatives, and volunteers, or (3) require Consultant to provide a surety bond guaranteeing Consultant's payment of deductible or self-insured losses and related investigations, claim administration, and defense expenses.

**C. OTHER INSURANCE PROVISION.** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. City and its consultants, councilors, officers, directors, officials, employees, agents, representatives, and volunteers ("Additional Insureds") are to be covered as Additional Insureds with respect to liability arising out of activities performed by or on behalf of Consultant; work product and completed operations of Consultant; premises owned, occupied, or used by Consultant; or automobiles owned, leased, hired, or borrowed by Consultant. The coverage will contain no special limitations on the scope of protection afforded to the Additional Insureds.

2. For any claims related to the Project, Consultant's insurance coverage shall be the primary insurance with respect to the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of Consultant's insurance and not contributory.
3. Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, will not affect coverage provided to the Additional Insureds.
4. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage will not be suspended, voided, or canceled by either party, or reduced in coverage or in limits, except after 30 days' prior written notice by certified mail, return receipt requested, has been given to City.

**D. ACCEPTABILITY OF INSURERS.** Insurance shall be placed with insurers admitted in Oregon with a current A.M. Best's rating and FSC no lower than A-VII. Consultant shall inform City in writing if any of its insurers have a rating and FSC lower than A-VII. At its sole discretion, City may (1) accept the lower rating or (2) require Consultant to procure insurance from another insurer.

**E. VERIFICATION OF COVERAGE.** Consultant shall furnish City with:

1. Certificates of insurance showing maintenance of the required insurance coverage; and
2. Original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements shall be received and approved by City before Services commence.

**EXHIBIT C**  
**SCOPE OF WORK**

- Provide support to the City Manager (Planning Director) and development services staff in the review of land use applications, short and long term plans.
- Provides staff support to the Planning Commission, City Council, and City Manager.
- Prepares planning reports and supporting data, including recommendations or various land use proposals. Assists city staff in the enforcement of local ordinances and in interpreting city codes and master plans. Responds to local citizens inquiring about local planning and zoning regulations and ordinances.
- Assist in the development and updating of the City's Comprehensive Plan and Related Ordinances.
- Provide information on land use applications, ordinances, codes, plans and related planning programs, services or regulations to architects, engineers, developers, contractors, owners, community groups and interested persons.
- Assist in the preparation of a variety of studies, reports and related information for decision-making purposes.
- Assist in technical research studies and prepares statistical reports and recommendations for drafting and/or revising local legislation and plans, projecting trends, monitoring socio-economic data, etc.
- Assist in the development and implementation of growth management, land use, economic development, utility, housing, transportation, facilities, solid waste or other plans to meet the City's needs.
- Evaluates land use proposals for conformity to established plans and ordinances; evaluates proposals' development impact as they relate to the adopted plans of the City and makes recommendations.
- Evaluates land use applications and site plans for compliance with applicable local, State and Federal laws. Monitors assigned land use applications through the approval states and prepares reports and related data as required.
- Other duties as assigned



Leila Aman  
Manzanita City Manager  
City of Manzanita

Date: January 30, 2023  
Subject: Add Service Proposal for Manzanita City Hall Project

Dear Leila,

I am submitting the following proposal for your consideration for an additional service to complete the work we have been doing for the Manzanita City Hall. As you know, we initially anticipated being done with Phase One at the end of last year. Based on our recent conversations, we will be working through the April 5<sup>th</sup> City Council meeting. It is always hard to quantify how extending the schedule impacts our costs but, in addition to time spent preparing for and attending extra city council meetings, the longer schedule has required more internal team meetings to discuss the project and to strategize about and prepare for our public meetings and meetings with council.

The additional service request is to cover the following:

- Weekly OAC meetings from January 1- April 5<sup>th</sup> council meeting.
- Attendance & prep time for 2 additional council meetings in Feb & April.
- Studying site plan options for saving Quonset hut and the implications on cost.

**Fee**

*See attached Exhibit A*

I recognize that the city is working within a budget, and do not want to burden the project with undue costs. I appreciate your consideration of this request, and I hope that you and the city will find it reasonable and appropriate.

If you have any questions or concerns, please feel free to reach out.

Sincerely,

Chris Keane, AIA  
Principal





## EXHIBIT A

### Add Service 1

<b>Task</b>		<b>Rate</b>	<b>Hours</b>	<b>Total</b>
OAC Meetings Jan-April 5 (12)	Principal	\$200	12	\$2,400
	Architect	\$140	0	\$0
				\$2,400
City Council Meetings - Prep and Attendance	Principal	\$200	8	\$1,600
	Architect	\$140	16	\$2,240
				\$3,840
Study site plans options for saving Q-Hut	Principal	\$200	0	\$0
	Architect	\$140	5	\$700
				\$700
<b>Total</b>				<b>\$6,940</b>

Attachment 5



February 2, 2023

**City of Manzanita**

**Leila Aman, City Manager**  
PO Box 129  
Manzanita, OR 97130

*Manzanita City Hall – Contract Amendment #2*

Dear Leila,

First and foremost, thank you for the opportunity to provide services for the Manzanita City Hall project. It is our understanding that our work will focus on budget and scope alignment through 30% Schematic Design and funding approval by the Manzanita City Council.

Our team will always strive to deliver with excellence, keeping your objectives in mind along the way. We are committed to providing you with the highest quality and time-efficient project management and administration services.

The scope of work for this contract amendment includes the following activities:


- Extend phase I schedule with weekly OAC meetings through mid-April 2023
- Prepare for and attend two additional City Council meetings before Phase II is authorized. These are assumed to be via video conference.
- Provide additional project support to educate new Council members, respond to community comments, and create separate budget information for a stand-alone quonset hut remodel
- It is anticipated that there may be 2-3 months between the Council presentation in April and authorization of Phase II, during which time work on this project would be minimal

Our proposed fee for **Contract Amendment #2 is \$3,040** which represents a total not-to-exceed labor amount. Any expenses will continue to be billed as incurred. This brings the total approved contract value for Phase I to \$55,803 and includes the Transition Period as described in the Professional Services Agreement between Manzanita City Hall and Klash Group, Inc.

We are confident that our value will be demonstrated at every level of engagement on this project.

Sincerely,

Approved by:

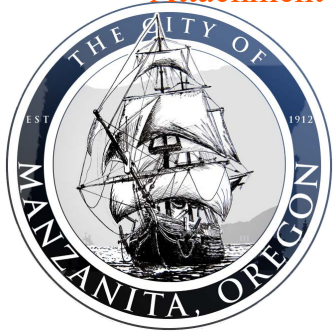
DocuSigned by:  
  
723DE812560D43A...

Jeff Caldwell, President

Leila Aman, City Manager

Klash Group, Inc.

Date:



### City of Manzanita Application for Special Event Permit

Date of request: \_\_\_\_\_, \_\_\_\_\_

Person making request: \_\_\_\_\_

Mailing address: \_\_\_\_\_

Phone number: \_\_\_\_\_ Cel number: \_\_\_\_\_

Organization (if applicable): \_\_\_\_\_

Type of event: \_\_\_\_\_

Date(s): \_\_\_\_\_ to \_\_\_\_\_ Hours: \_\_\_\_\_ to \_\_\_\_\_

Location: \_\_\_\_\_

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

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

Estimated attendance: \_\_\_\_\_

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

Restrooms Available: Yes:  No:  Handicap Accessible: Yes:  No:

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

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

Describe Event Support Staff: \_\_\_\_\_

Describe Parking Conditions: \_\_\_\_\_

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

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## Attachment 7

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 and Council shall appoint two members of Council to lead a committee selection process.
- B. Selection Committee Process
  - a. Shall include two members of City Council
  - b. Shall include a third member from the existing committee designated by the appointed city councilors.
  - c. Shall include the City Manager or designee, as a non voting member.
- C. The Selection Committee will be charged with reviewing or developing selection criteria for the committee, if none exists.
- D. At a regular meeting Council shall review and finalize criteria for the selection process and will delegate authority to the established selection committee per section 8.2(B) who will conduct a selection process as outlined in section 8.2(E).
- E. Selection Process
  - a. Using criteria established in section 8.2(C) the selection committee will write the application form.
  - b. The application will be posted on the city's website for at least three weeks.
  - c. When the application period is closed;
    - i. Staff shall forward completed applications to each member of the selection committee to review the applications independently.
    - ii. The applications will be posted to the city website with applicant names.
  - d. The selection committee shall meet to review applications as a committee.
  - e. The selection committee shall establish interview questions and conduct interviews for all qualified applicants.
  - f. A member of the selection committee shall present a slate and ranked short list of candidates to the Mayor.
  - g. The Mayor shall make appointment(s) based on the selection committee's recommendation or elect to appoint candidates from the short list. The Mayor and or selection committee will notify all applicants regarding appointments once confirmed by the Mayor.
  - h. Mayor will present the appointment(s) for Resolution at the next available council meeting. Committee slate recommendations will be part of the record.

F. Removals. All appointed persons may be removed by the Mayor or a majority of city council.

I would like to thank the prior council for their foresight when they adopted a new process to appoint committee and commission members. I also commend them for recognizing flaws in the process, witnessed during the Short-Term Rental committee appointments. They swiftly made adjustments and adopted the current process into the City of Manzanita Rules of Procedure for Council Meetings, Chapter 8: Appointments, on August 3, 2022. That process has not been rescinded nor replaced by any act of Council. That process protects the City and her citizens from the capricious whims or outright bias of any individual with power.

If a process is so fragile that it can be as easily broken as demonstrated recently, there are questions to be asked and damage to repair beyond updating the process itself. The trust of the people is also broken. If it is not so fragile, what recourse will this Council take?

I kindly request further enhancements to the appointment process to protect the applicants and their families from unfair practices. I suggest the Charter be updated to have nomination slates approved by a majority of Council; many communities follow this process, which further protects nominees from the personal bias of any one individual.

Our City has been fortunate to see a groundswell of interest in crucial volunteer roles. Recent behavior, if not addressed and corrected, will diminish that interest. Who would want to put themselves in a position to be ignored then embarrassed?

In the interest of transparency, for I feel it will not come from the Mayor, I would like the Council and all citizens to know that at no time did the Mayor speak to the rejected candidates. She has not asked them about their goals, qualifications, or desire to serve; she has not shown the courtesy of telling them why she refused their nomination. One can only infer a reason. Inference is not transparency. This behavior is far from the "civility and kindness" promised.

Thank you for your time and consideration.

Linda H Kuestner  
Epoh Ave, Manzanita

Leila Aman, City Manager

I am concerned about one specific section in the agenda for the city council's Feb. 8, 2023 meeting. Section G refers.

“G. Amendment to Council Rules of Procedure  
Council held a work session on January 24, 2023, to finalize changes to the Council Rules of Procedure Section 8: Appointments (Attachment 7). Council will discuss and finalize these proposed changes.”

Attachment 7 to the meeting packet reads:

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

“Chapter 8 – Appointments

F. Removals. All appointed persons may be removed by the Mayor or a majority of the city council.”

This appears to be an over-reach on the powers of the mayor of Manzanita. Manzanita operates with a “weak mayor” system. The mayor votes as one member of the city council and not independently or superior to the rest of the council.

The Manzanita City Charter states:

“Chapter IV: Section 19. Vote Required. Except as this Charter otherwise provides, **the concurrence of a majority of the**

**members of the City Council shall be necessary to decide any question before the Council.**”

“Chapter V: Powers and Duties of Officers Section 20. Mayor. The Mayor shall appoint a committee provided for under the rules of the Council. He shall sign all approved records of proceedings of the Council and counter sign all checks approved by the Council. **He shall have no veto power** and shall sign all ordinances passed by the Council within three days after their passage.”

Thank you for your attention to this matter.

David Dillon  
Citizen and Registered Voter  
City of Manzanita



Dear Manzanita City Council members

2/5/2023

I wanted to reach out to let you know my personal experience applying for one of the volunteer positions on the Planning Commission.

My hope is that you as a council can do what is possible to make sure that other volunteers aren't subjected to poor treatment.

I was very excited at the possibility of being a member of the Planning Commission. I have followed their meetings over the years and feel that the commission makes meaningful contributions to our city. I wanted to be part of that.

I applied for a volunteer position on the Planning Commission under the City of Manzanita Rules of Procedure for Council Meetings, Chapter 8: Appointments, adopted: August 3, 2022.

After being interviewed on December 15, and then approved by the selection committee, I was psyched. The selection committee consisted of a City Councilor (a one-time Planning Commission member), the Chair of the Planning Commission and the City Manager. If one former and one current Planning Commission member thought I was qualified to be a commission member, that was encouraging. The next step was final consideration by the city council in January 2023. This was very exciting: we were going to help revise the Comprehensive Plan, advise city council on ordinance updates and continue the day-to-day work of the commission.

That January 2023 first City Council meeting took the wind out of my sails.

The mayor declined to consider the recommended slate, and did so in a confused and mean-spirited manner that made my stomach drop. And to be honest, the response by city councilors in discussing how to change the committee selection process in the middle of actually appointing commission members was demoralizing: putting the cart before the horse. This played out in public of course. Because of that, I have been contacted by many people, both inside Manzanita and outside, expressing how shocked and, yes, disgusted they are by the proceedings.

Manzanita is a vibrant community, with a hodge-podge of fascinating citizens from all walks of life. We rely on all of that combined energy to run this town. Treating would-be volunteers poorly is not going to encourage citizen involvement.

My ask of the City Council: do all you can to assure that this low point in our governance becomes a catalyst for efforts to raise the level of our community involvement even higher.

Sincerely,  
Mark Kuestner

**From:** Deb Tinnin <[tinnindeb@gmail.com](mailto:tinnindeb@gmail.com)>

**Sent:** Monday, February 6, 2023 11:44 AM

**To:** Brad Mayerle <[bmayerle@ci.manzanita.or.us](mailto:bmayerle@ci.manzanita.or.us)>; Jerry Spegman <[jspegman@ci.manzanita.or.us](mailto:jspegman@ci.manzanita.or.us)>; Linda Kozlowski <[lkozlowski@ci.manzanita.or.us](mailto:lkozlowski@ci.manzanita.or.us)>; Jenna Edginton <[jedginton@ci.manzanita.or.us](mailto:jedginton@ci.manzanita.or.us)>

**Cc:** Leila Aman <[laman@ci.manzanita.or.us](mailto:laman@ci.manzanita.or.us)>; Deb Simmons <[dsimmons@ci.manzanita.or.us](mailto:dsimmons@ci.manzanita.or.us)>

**Subject:** Documentation from the League of Oregon Cities

Good Morning Council,

On January 4, 2023, Mayor Simmons stated she had received 'legal' advice from the League of Oregon Cities concerning the Committee Selection Process. (2:03:50 mark on the Council Meeting recording.) This is a false statement. The League of Oregon Cities does not provide any legal advice as stated in the second sentence in the communication below. (See email sent to Mayor Simmons from League of Oregon Cities General Counsel.)

Prior to this statement by the Mayor, at the 1:58:30 mark, Mayor Simmons said that the League of Oregon Cities said they thought that the selection process 'were concerning'. The League does not say this about the selection process. What the League does say is consult your City Charter. This is another false statement by Mayor Simmons.

Below is the communication to Mayor Simmons from the League of Oregon Cities General Counsel on September 22, 2022, months prior to the Planning Commission selection.

Given that most local governments operate with a Mayor as an administrative or ceremonial role and has an equal vote to the rest of the Council members, I would encourage you to reconsider the wording of the proposed changes to the selection process. I would hope you would seek legal advice to change the wording so that the selection process takes place by a Council vote, either to appoint the slate of candidates or not.

The selection process was put in place to establish a transparent and fair process so that no one person could dictate the outcome. We have failed our community and, more importantly, our volunteers who step forth in this selection process.

Thank you.  
Deb Tinnin  
Manzanita Voter

**From:** Robin Klein  
**Sent:** Thursday, September 22, 2022 10:37 AM  
**To:** daslunas@icloud.com  
**Subject:** General Inquiry - City Council Rulemaking

Good morning, Mayor-Elect Simmons:

Thank you for reaching out with your inquiry. Although I cannot provide legal advice to you regarding your questions surrounding how a city council can amend their council rules, I can provide you with some general background information and LOC resources on this topic.

Generally, a locality will have a governing document such as a charter (via statutory authority found in ORS Chapter 221) acts like a constitution. That charter typically grants authority for a council to create ordinances and/or resolutions. For Manzanita, I would direct you to the city charter to see what authority/process is prescribed for how the council can enact ordinances and/or resolutions.

Typically for a council to adopt an ordinance or a resolution does not require voter approval. Charter amendments, however, typically do require voter approval. But again, the governing document (charter) will dictate that process. To see how to amend/change the existing council rules, I would look to see how the existing council rules were previously created (likely through council approval of an ordinance or resolution). To alter/amend the existing council rules will depend on how those rules were created -- either a new resolution (if originally created by resolution) or an ordinance amendment (if originally created by an ordinance).

Again, this is generally how things work. For a specific answer you will need to turn to the Manzanita charter and council rules. For that, I would start with the city administrator for general information and also the city attorney/law firm that represents Manzanita for specific legal advice on how to proceed with altering the current council rules.

Here is general LOC resource as to the Rules of Procedure and the authority of councils, generally:

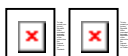
- LOC Model Rules of Procedure – (pg. 15-17)  
<https://www.orcities.org/application/files/1115/7228/7626/ModelRulesofProcedure3-15-19.pdf>
- LOC FAQ Legislative, Administrative, Quasi-Judicial Council Decisions:  
<https://www.orcities.org/application/files/3715/6036/1447/FAQ-Legislative-Admin-Quasi-JudicialCouncilDecisions9-8-17.pdf>

Good luck to you in your term. I look forward to working with you in the future!

Robin



Robin M. Klein, *Interim Assistant General Counsel*  
Direct: 971-283-5715  
1201 Court St. NE, Suite 200, Salem, OR 97301-4194  
[www.orcities.org](http://www.orcities.org)



Dear City Councilors,

Please see my attached letter regarding the Manzanita Planning Commission appointment process. It is with concern and disappointment that I send this communication. What I have experienced in recent weeks is troubling. I am hopeful that all parties impacted can find resolution including a successful process and outcome that best serves the needs of the City (and not that of any one individual or special interest group).

Regards,

Brad Berman

Date: February 6, 2023

To: Manzanita City Councilors Linda Kozlowski, Jerry Spegman, Jenna Edginton, Brad Myerle

From: Brad Berman

Cc.: Mayor Deb Simmons; City Manager, Leila Aman

Re.: Manzanita Planning Commission

I am writing to you today as a concerned Manzanita resident. I am also writing to you today, as a former applicant for one of the three previously open Planning Commission appointments.

On December 15, I received an email communication notifying me that that I had been selected to serve a 4-year term, beginning January 2023, pending confirmation by the Manzanita City Council.

On January 4, I watched the City Council meeting. Mayor Simmons did not approve the slate of candidates that the Council and Selection Committee brought forward. Mayor Simmons proceeded to dismiss the opinion of Council, including abiding by a pre-established and approved process. Instead, the Mayor took an extreme right-turn and violated all norms.

My concerns begin with the fact that our Mayor has turned her back on the City Charter and Rules of Procedure. The Council's Rules of Procedures for City Council Meetings were adopted August 3, 2022. The Council has not suspended the rules; they remain in effect until suspended or amended. The City Charter states that "The Mayor shall appoint a committee provided for under the rules of the Council, the Mayor shall have no veto power...".

On February 2, I received a letter from Mayor Simmons, dated January 31, 2023. The letter thanked me for taking the time to apply for the Planning Commission position. The Mayor's letter stated that other candidates were selected for appointment; she provided no substantive information as to why I was being deselected. It is important to note that Mayor Simmons chose to meet privately with some of the applicants that the Selection Committee previously rejected. At no time did she request a meeting with me.

Although Mayor Simmons apparently acknowledges the primacy of the Charter, she ignores the clear Charter language that she appoint "under the rules of Council". Mayor Simmons has demonstrated a propensity for making up her own rules. She is unilaterally making decisions.

It is disappointing to learn that the upcoming February 8 agenda includes Mayor Simmons "new" appointments. Mayor Simons was critical of the previous selection process including transparency. But it's apparently ok for Mayor Simmons to manage her own series of interviews, make decisions, and independently appoint? Mayor Simmons should be required to explain her actions and resulting decision-making. This includes an outline of the criteria she used for selecting, deselecting and why she is exempt from following the existing rules and procedures. Changing the rules in the middle of a process and applying to some candidates but not others is just wrong. These are volunteer positions and the Mayor is treating qualified candidates as if they don't matter, unless they meet her own criteria.

In closing, I respectfully request that Councilors Kozlowki, Spegman, Edginton and Myerle, hold our Mayor accountable. She took an oath on January 4. Within hours, she proceeded to sow division, dismiss expert opinion, and demonstrate a lack of transparency and respect. The City of Manzanita deserves better. The people of Manzanita deserve and expect an honest, transparent and compliant governance.

Brad Berman

PO BOX 772  
Manzanita, OR 97130

On June 8, 2022, Deb Simmons announced that she would be running for Mayor of Manzanita. Per the Tillamook County Pioneer, Ms. Simmons stated, "Manzanita residents are tired of not being heard. They want fact-based information. I would like to implement policies with advisory support and input from the community. I envision meetings where residents ask questions and receive thoughtful answers. I envision a Planning Commission that is well-trained. I envision a city where residents needs outweigh those of special interests. I envision a balanced view".

**From:** Deb Tinnin <[tinnindeb@gmail.com](mailto:tinnindeb@gmail.com)>

**Date:** February 2, 2023 at 9:11:12 AM PST

**To:** Brad Mayerle <[bmayerle@ci.manzanita.or.us](mailto:bmayerle@ci.manzanita.or.us)>, Jerry Spegman <[jspegman@ci.manzanita.or.us](mailto:jspegman@ci.manzanita.or.us)>, Linda Kozlowski <[LKozlowski@ci.manzanita.or.us](mailto:LKozlowski@ci.manzanita.or.us)>, [jedginton@ci.manzanita.or.us](mailto:jedginton@ci.manzanita.or.us)

**Cc:** Leila Aman <[laman@ci.manzanita.or.us](mailto:laman@ci.manzanita.or.us)>, Deb Simmons <[dsimmons@ci.manzanita.or.us](mailto:dsimmons@ci.manzanita.or.us)>

**Subject:** Please Post Planning Commission Applications For Public Review

Good morning Council,

I understand that Mayor Simmons has appointed the Planning Commission candidates. (I was with one of those folks selected when they found out.) Since there has not been any public meeting on these candidates, the Mayor apparently did not work or consult with Council. The Mayor did not interview all the candidates.

I believe the Mayor violated a step in the current process in our Rules and Regulations. While Council held meetings this month on revising the current process, the Mayor did not follow the current process which is still in place. Mayor Simmons should have either asked for the next slate of candidates to be put forth. If she was to wait for February changes to the process, then go through the revised policy. Where is the transparency?

**I want to know what steps the Council will take on this back room dealing by the Mayor. Cronyism at its finest.**

We are still working with the process outlined below.

Manzanita Rules and Regulations for City Council

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. Shall include a third member of an existing city committee.

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 for consideration.

The applications should be posted for transparency. Transparency is what the Mayor told us she would bring to this city. So far she disappoints.

Sincerely,  
Deb Tinnin  
Manzanita Voter



Feb. 3, 2023

re: e-mail sent to council Feb. 2, 2023 - "Cronyism at its finest"

Deb Tinnin,

Cronyism definition: The appointment of friends and associates to positions of authority, **without proper regard to their qualifications.** *from Oxford Languages*

As specified in attached, all 3 selected candidates are qualified and / or experienced.

Since the new Select Committee Process according to the Rules and Procedures will not be approved until the Feb. Council meeting, the Council allowed that the charter would prevail with this selection process in that the mayor would make the appointments.

The process I followed is outlined below.

I did have one question from an applicant this week — he asked when the decisions would be announced or how he would be notified. I told him the letters were signed on Monday - probably sent out on Tuesday. He clarified these were letters going to the mailing address. I answered yes (previous notifications were sent by e-mail). I thanked him for his willingness to step up. This is the only conversation I had with an applicant, and you were not with us when we had this conversation.

The process followed:

December 19 - Feb. 1, 2023

1. asked for & received Planning Commission applications - received 3 names for slate -reviewed all and did a decision matrix based on the criteria identified by the select committee
2. met with Select Comm. (Jenna & Karen) to review interview information of 5 applicants - I identified that UGB and second-home owner status were important in their opinions and weighed their other comments
3. I interviewed 2 of Planning Comm. current members to identify skill set so new applicants could provide balance
4. I interviewed 5 candidates who were not previously interviewed plus one for whom I had questions
5. I selected the 3 above based on the reasons clearly defined.
6. Met with Karen sharing the above selection & also sent above selection to Jenna
7. Signed and sent letters to all candidates involved

**Deb, you owe me and this council an apology or you need to come to the council and present your case.**

Deb Simmons,  
Mayor of Manzanita

**Since this is public information today – the appointments are as follows:**

1. Frank Squillo                      2 year appointment  
lives in UGB, retail owner in Nehalem, previous experience on Planning Commission in Oak Lawn Neighborhood near Dallas, Texas. 40 years in radio and television so understands “messaging.” Actively involved in the both communities of Nehalem and Manzanita where he resides.
  
2. John Collier                              4 year appointment  
full time resident - Graduate from Oklahoma with Business degree & regional planner - worked 43 years as architect - mainly on large commercial jobs globally. Still has Arch. license in AZ and CA.  
The PC can't do much without direction from the CC. wants to see all plans complete before they go before the PC - including land use, trees, utilities, environment impact studies, livability issues, trails & traffic easements, etc.  
previous experience on Planning Commission in Kathlmat, WA.
  
3. Thomas Christ                              4 year appointment  
second home-owner - 40 years as lawyer and 30 years as part-time judge currently active in both  
has served on local commissions, boards councils and committees - has done pro bono work for city of MZ regarding trails  
familiar with Oregon's statewide land-use planning system, including goals. Has handled some land-use cases.  
He describes himself as “a judge who asks questions.”

Manzanita Mayor and City Council

February 7, 2023

Dear Mayor and City Council Members,

I am very concerned about what is happening with the new mayor and city council after listening to the 1/24/23 City Council Work Group Meeting and other meetings. I am most concerned that the mayor seems to be working at cross purposes with the rest of the council. While I believe she asks some good questions, her knowledge about what has been done to research (and research and research) the city hall decisions over the past few years seems to be at odds with her personal opinions for the city hall. As reported recently during a meeting about the new city hall, the delays in moving forward are costing the city \$15,000 per month. If the mayor feels she needs time to research the decisions that have already been made, I would like to know how she plans to pay for the unnecessary delays. While I am sure mistakes have been made, the city council's goal should be to work together to move forward, not back. It is time to stop this nonsense in its tracks.

Second, the mayor described how she felt a statement made on one of the applications for the planning committee was easily explained away by the applicant after SHE interviewed him or her. The person's statement had caused the committee to disqualify his, her, or their application.

To address my concern with disqualifying application statements, I am going to describe a hypothetical situation to illustrate how ill-advised it is to discount some statements made on an application. Let us pretend that someone added a statement to the application that indicated he, she, or they might be racist. Research illustrates how racist attitudes often *leak out* unexpectedly; they show up even though the individual takes pains to hide them, and hiring specialists are warned to look for them. Additionally, let us pretend that the applicant had a good professional background for the position, but that three members of the committee, after individually reading the racist statement felt it was egregious enough to discount the application. Also, let us pretend there are several other applicants who had good qualifications, but who did not exhibit leaked racism. Let us also pretend that the applicant explained away their racist statement during a subsequent interview with one person: the mayor.

I believe the citizens of Manzanita deserve better. Leaked racism should NOT be ignored, nor should it be allowed to be explained away. This is just one simple example of how the information on applications can be telling and should not be discounted.

I am also concerned that the mayor bases her decisions on letters she receives from a few disgruntled residents who continue to have her ear even after their opinions about the new city hall have been addressed again and again. I have heard the mayor refer to the letters she has received during at least two meetings in her short tenure. Interestingly, the letters to which she refers about the planning commissioners were written by a group *to which she belongs*. This group of *concerned citizens* is being led by a woman who does not live in Manzanita, although she is quick to point out her relatives DO live in Manzanita, and other members of the concerned citizens (all members) wrote in to say they agreed with her letter. Hmmmm, anything wrong with

this picture? I believe she (the mayor) feels her opinions matter more than the other council members. I also believe the mayor believes the opinions of her cronies on the concerned citizens' group are more important than other Manzanitan's opinions. I heard the mayor say again and again that she would be the mayor for ALL citizens, so an open and honest discussion of where she gets her information and who has her ear should be forthcoming.

Sincerely,  
Mary Marken