



# CITY OF MANZANITA

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ci.manzanita.or.us

## COUNCIL REGULAR SESSION

Pine Grove Community Center  
<https://ci.manzanita.or.us>

## AGENDA

May 3, 2023  
06:00 PM Pacific Time

**Council will hold this meeting at the Pine Grove Community Center**

**Video Information:** The public may watch live on the

[City's Website: ci.manzanita.or.us/broadcast](https://ci.manzanita.or.us/broadcast)

or by joining via Zoom:

<https://us02web.zoom.us/j/82937753707?pwd=eURxd2xEdXJ5SkVLOVp5U0tNazgzUT09>

**Meeting ID: 829 3775 3707 Passcode: 288560**

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**

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**

Consent items are not discussed during the meeting; they are approved in one motion and any Council member may remove an item for separate consideration.

**A. Approval of Minutes**

a. March 27, 2023, Work Session

b. April 5, 2023, Regular Session

c. April 12, 2023, Work Session

d. April 12, 2023, Special Session

**B. Approval of Bills**

**C. Updated Salary Resolution**

#### **4. CITY MANAGER REPORT**

#### **5. NEW BUSINESS (6:20)**

- A.** Recology Rate Increase  
Dan Blue, Government and Community Affairs Manager, Recology
- B.** County Legislative Housing Update / HB 406  
Sarah Absher, Tillamook County Community Development Director
- C.** Memorandum of Understanding with Lower Nehalem Community Trust  
Leila Aman, City Manager  
Ben Pittenger, Executive Director, Lower Nehalem Community Trust
- D.** 4th of July Event Permit  
Brad Mayerle, City Councilor  
Erin Laskey, Parade Volunteer
- E.** OLCC Application MacGregors Whiskey Bar  
Leila Aman, City Manager  
Jay Vogel, Owner MacGregors Whiskey Bar
- F.** Ordinance 23-1 Repealing and Replacing Section 14 of Ordinance 94-6 Relating to Overnight Camping in the City of Manzanita – First Reading.  
Leila Aman, City Manager
- G.** Stop Sign Proposal – Cherry Street and High Street  
Dan Weitzel, Public Works Director
- H.** City Manager Contract Discussion and Approval of Amendments  
Linda Kozlowski, City Council President
- I.** Appointment Process Approval  
Linda Kozlowski, City Council President

#### **6. COUNCIL REPORTS**

#### **7. ADJOURN (8:30)**

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

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

**CITY OF MANZANITA**  
**March 27, 2023**  
**CITY COUNCIL WORK SESSION**

**1. CALL MEETING TO ORDER:** The meeting was called to order on March 27, 2023, at 2:02pm 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, Public Works Director Dan Weitzel, STR Program Manager Judy Wilson, and Assistant City Recorder Nancy Jones. Panelist present: Jessie Steiger with The Klosh Group.

**2. City Hall Finance Discussion 1:** City Manager Leila Aman

City Manager Leila Aman presented an overview of the City Hall project budget, funding approach, and funding decision tree. Aman stated that abatement and demolition of the schoolhouse and Quonset hut must proceed regardless of the decision to move forward to Phase 2 of the city hall project due to the environmental hazards associated with the buildings.

**3. Adjourn:** Mayor Simmons adjourned the meeting at 3:07pm.

**MINUTES APPROVED THIS**  
**3<sup>rd</sup> Day of May 2023**

\_\_\_\_\_  
Deb Simmons, Mayor

Attest:

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



CITY OF MANZANITA  
April 5, 2023  
CITY COUNCIL REGULAR SESSION

**1. CALL TO ORDER:** The meeting was called to order on April 5, 2023, at 6:00pm at the Pine Grove Community Center by Mayor Deb Simmons.

**Roll:** Council members present: Mayor Deb Simmons, Linda Kozlowski, Jerry Spegman, Jenna Edginton and Brad Mayerle. Staff present: City Manager Leila Aman, Chief of Police Erik Harth, and Assistant City Recorder Nancy Jones. Staff Present via Zoom: Accounting Manager Nina Crist, Development Services Manager Scott Gebhart, Short Term Program Rental Manager Judy Wilson. Panelists present: Nan Devlin with Tillamook Coast Visitors Association, Marc Johnson with Nehalem Bay Health District, Kendra Hall with the Farmers Market, and Chief Chris Beswick with the Nehalem Bay Fire District.

**2. AUDIENCE PARTICIPATION:** There were 17 people in attendance, 33 attended via zoom, 33 attended via website. There was one public comment.

**3. CONSENT AGENDA:**

- A. APPROVAL OF MINUTES –
  - a. March 8,2023 City Council Work Session
  - b. March 8,2023 City Council Regular Session
  
- B. APPROVAL OF BILLS FOR PAYMENT

**A motion was made by Kozlowski, seconded by Spegman, to approve the consent agenda that included approval of the March 8, 2023 Work Session minutes, and March 8, 2023 Regular Session minutes with Section 7-D “Liaison positions will be on a volunteer basis from council members. Prior to any changes, council will be notified” added; approve payment of bills and all subsequent bills subject to approval by the Mayor or Council President and City Manager; Motion passed unanimously.**

**4. CITY MANAGER REPORT:** City Manager Leila Aman

City Manager Leila Aman stated that she will be using this section of the meeting to provide information and feedback about any previous meeting public comments. The Planning Commission meeting has been cancelled for April. The TSP will be posted on the website once ODOT releases it. The ADA Mobility device (David’s Chair) has been approved and will be housed at the visitor’s center. Nominations for citizen of the year are now being accepted through May 15<sup>th</sup>. Please email your nomination to the city hall website [cityhall@ci.manzanita.or.us](mailto:cityhall@ci.manzanita.or.us) . The winner will ride on a float in this year’s Fourth of July parade. The City Hall decision to move to phase 2 has been postponed till June 7. This will give the council time to review the city’s budget and 5-year budget projections.

## 5. ACKNOWLEDGEMENTS:

### A. Service Appreciation for Nehalem Bay Fire District Chief Chris Beswick-Mayor Deb Simmons

Mayor Deb Simmons announced that Chief Beswick is moving to Washington. She presented him with a painting by Linda Cook.

## 6. NEW BUSINESS:

~~A. County Legislative Housing Update/HB406 – Tillamook County Commissioner Erin Skaar & Tillamook County Community Development Director Sarah Absher~~  
Item was postponed to May due to scheduling conflicts.

### B. Nehalem Bay Health District Bond Resolution– Councilor Brad Mayerle & Nehalem Bay Health District Chair Marc Johnson

Nehalem Bay Health District Chair Marc Johnson spoke about the Nehalem Bay Health District Bond Measure that will be on the Ballot on May 16<sup>th</sup>. He stated that this Bond will improve quality and access to health care by creating a facility that would provide dental, cardiac care and specialty services housed in a new Nehalem Bay Health Center. He stated that the Bond would also rehabilitate, refurbish, remodel, and modernize the Nehalem Valley Care Center in Wheeler. This Bond Measure would also repurpose the old Wheeler hospital into workforce housing.

Allowed for public comment: There was 1 public comment.

**A motion was made by Mayerle to accept Resolution #23-04, to endorse the Nehalem Bay Health Center Bond Measure. Seconded by Kozlowski; Councilor Spegman Recused himself from the vote since he is on the board of Nehalem Bay Health Center and Pharmacy. Motion passed.**

### C. Destination Management Plan – Executive Director of Tillamook Coast Visitors Assoc Nan Devlin

Executive Director of Tillamook Coast Visitors Assoc (TCVA) Nan Devlin spoke about the community destination management plan and shared results from three public meetings that were held. Through these meetings, the community conveyed that their highest priority is “Way Finding.” Way Finding is interpretive signage including signage for public parking. Tillamook County Visitors Association has funding for this work. Devlin also stated that the signs are made to last 20 years in coastal weather. Devlin shared that the community also voiced a high priority for STR enforcement.

### D. TCVA Contract Renewal – City Manager Leila Aman

City Manager Leila Aman shared that TVCA is contracted to operate the City’s visitors center. She presented a budget proposal for the visitor’s center staff to operate the center and a proposal

that included an off-season marketing grant option for tourism-based businesses. If accepted, businesses would be able to apply for a promotion/marketing grants. The grant would be funded by Manzanitas Tourism and Promotion fund. The off-season starts September 15th and ends May 15th. Nan Devlin with TCVA announced that they would provide a grant writing class for interested businesses.

Allowed for public comment: There were 2 public comments.

**A motion was made by Edginton to accept the TCVA Contract with the Grant Option totaling \$67,266.00. Seconded by Kozlowski; Motion passed unanimously.**

**E. Farmers Market Event Permit – Farmers Market Kendra Hall**

Kendra Hall shared that this will be the Farmers Markets 15<sup>th</sup> year in the City of Manzanita. The Market is scheduled to run on Fridays starting May 26<sup>th</sup> through September 22<sup>nd</sup>. She stated that all vendors will need to carry insurance.

Allowed for public comment: There were 3 public comments.

**A motion was made by Spegman to approve the Farmers Market Permit from May 26, 2023, to September 22, 2023; Seconded by Mayerle; Motion passed unanimously.**

**F. Council Goals Resolution - City Manager Leila Aman**

Resolution #23-03 states 4 goals that the city council has chosen for 2023. Level Up Manzanita, Budget Forward Manzanita and Envision Manzanita are a continuation of previous council's goals. This year, Council Communication was added as the fourth goal.

**A motion was made by Kozlowski to accept Resolution #23-03, to Adopt Council Goals for 2023. Seconded by Edginton; Motion passed unanimously.**

**G. Code Enforcement and Sergeant Position – Chief of Police Erik Harth**

Chief of Police Erik Harth shared information about a new Code Enforcement position. He stated that this position will be a non-police position and will be a liaison between the tourism community and the city. This person will engage in community outreach, address STR complaints and have the ability to write parking tickets. Seventy-Five percent of the salary for this position will come from the Tourism Promotion Fund.

Allowed for public comment: There were 3 public comments.

**A motion was made by Kozlowski to approve the new Code Enforcement Officer position description and salary. Seconded by Spegman; Motion passed unanimously.**

Chief of Police Erik Harth shared information about a new Police Sergeant position. He explained that this position is adding a job description and will not add an additional officer to staff. This

position will assist the Chief with various duties, supervise subordinates, and oversee the new Code Enforcement position. The position will be filled by an internal candidate.

**A motion was made by Kozlowski to approve the Police Sergeant position description and salary. Seconded by Mayerle; Motion passed unanimously.**

**H. Salary Resolution – City Manager Leila Aman**

City Manager Leila Aman stated the city conducts a city employee salary survey every 4 years. This survey was completed last year, and wages were adjusted. Aman also stated that the city uses the Western Consumer price index to determine the rate of inflation. For the fiscal year 2023-2024, she recommended a 6% cost of living adjustment for city staff as the overall rate of inflation from the Western CPI has not dropped below 6% since October 2021.

**A motion was made by Spegman to accept Resolution #23-05, Setting Salaries for City Employees for fiscal Year 2023-2024. Seconded by Kozlowski; Motion passed unanimously.**

**7. OLD BUSINESS:**

**A. Houselessness in Public Spaces Ordinance Discussion – Chief of Police Erik Harth**

Chief of Police Erik Harth spoke about House Bills 3115 & 3124, which address recent case law changes related to enforcement of homelessness in public spaces. He stated that the city has until July 1<sup>st</sup>, 2023, to implement the changes as stated in these Bills. Ordinance 94-6 Section 14 will be repealed, and Ordinance 94-11 will remain the same. The updated wording will restrict camping between the hours of 7am and 9pm. Camping will only be allowed between the hours of 9pm and 7am in designated areas. Staff proposed and Council concurred that the first reading of this Ordinance shall occur at the May 3, 2023 Regular Council Meeting.

**B. Planning Commission Criteria – Councilor Jenna Edginton & Councilor Brad Mayerle**

Councilor Jenna Edginton stated that there is currently one vacant seat on the Planning Commission. The Selection Committee will consist of Councilor Edginton, Councilor Mayerle and Committee Member Lee Hiltenbrand. Edginton shared criteria that the selection committee will use to interview applicants. Since this position will fill the empty seat vacated by John Nanson, this term will end Dec 2024.

**A motion was made by Kozlowski to accept the Criteria for the Planning Commission Selection Criteria. Seconded by Spegman; Motion passed unanimously.**

**8. INFORMATION AND ADJOURN:**

1. Manzanita Municipal Court will be cancelled for April 14, 2023, and continues to remain closed to the public.
2. The Planning Commission meeting has been cancelled for April 17, 2023.

3. Mayor Mondays – April 2023: Mondays 10:30am
4. Conversations with Counselors – April 2023: Tuesdays 2:30pm and Thursdays 11:00am

**Mayor Simmons adjourned the meeting at 8:08PM.**

**MINUTES APPROVED THIS  
3<sup>rd</sup> Day of May, 2023**

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Deb Simmons, Mayor

Attest:

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Leila Aman, City Manager

**CITY OF MANZANITA**  
**April 12, 2023**  
**CITY COUNCIL WORK SESSION**

**1. CALL MEETING TO ORDER:** The meeting was called to order on April 12, 2023, at 2:08pm 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, Public Works Director Dan Weitzel, and Assistant City Recorder Nancy Jones. Panelist present: Lorelei Juntunen with ECONorthwest, Angelica True with ECONorthwest, Deb Galardi with Galardi Rothstein group and Tim Tice with Oregon Association of Water and Wastewater Utilities (OAWU)

**2. Revenue Diversification Presentation:** ECONorthwest President Lorelei Juntunen

ECONorthwest President Lorelei Juntunen shared why diversifying Manzanita's revenue streams is important and outlined information she presented from last month's meeting. She stated that Manzanita needs sustainable revenue sources to cover the transportation system and manage the tourism economy. She shared information about four options: General Obligation (GO) Bond, Transportation Utility Fee, prepared food and beverage sales tax, and parking fees. Using set criteria to look at each option, she shared positive points, challenges, and possible revenue amounts. Juntunen also presented recommendations for the Council to consider. The next step for ECONorthwest will be to prepare a final report with recommended next steps, final analysis, and recommendations. The city will need to conduct additional studies on specific tools to determine the path forward.

**3. Water System Update and Rate Study:** Public Works Director Dan Weitzel & OAWU Tim Tice

Public Works Director Dan Weitzel stated that all city staff are part of the water system and introduced the public works personnel. He presented diagrams of Manzanita's water transmission system, transmission lines and wells. He spoke about production versus demand and shared that Manzanita's highest water usage time is July and the lowest is February. Weitzel shared that the water mains in Manzanita vary in size and materials, and he stated that as the city projects move forward, the pipes will be replaced with High Density Polyethylene (HDPE). After the completion of the Dorcas project, 20,580 feet of pipe is left for future replacement. This year's capitol plan will be focused on maintenance.

OAWU Tim Tice presented a water rate study on existing and proposed rates for Manzanita. He stated that the water rates haven't been adjusted since 2014 and said that the rates should be adjusted yearly. The council will need to decide on unit allowances, tiered rates on usage (option #1 or option #2), how STR's will be looked at, and how aggressive the Capital Investment plan should be (section A or B). Updated information will be presented at the work session on May 10<sup>th</sup>.

**4. City Hall Finance Presentation:** City Manager Leila Aman

City Manager Leila Aman spoke about the City Hall project. She stated that the city was approved by the State of Oregon to apply for the Special Public Works Fund. This fund would provide a lower interest rate than a Full Faith and Credit debt obligation. She stated that the city is eligible for a special grant for abatement and is submitting an application to the State. More details will be discussed at the meeting on May 10<sup>th</sup>. Due to the timing of the budget, the phase 2 decision has been postponed until June 7, 2023 Regular Council Meeting. There is a public town hall meeting scheduled for April 19<sup>th</sup> regarding City Hall. The design team will be present at this meeting to review project status, budget and answer community questions.

Council President Linda Kozlowski spoke about City Manager Leila Aman’s performance review. She shared that the majority of Council concluded that Aman consistently exceeds expectations. Kozlowski thanked the community for the outpouring of support and recommended a salary increase of 3%, 4%, or 5%. Next steps: this will be discussed at the May meeting.

**5. Adjourn:** Mayor Simmons adjourned the meeting at 4:59pm.

**MINUTES APPROVED THIS  
3<sup>rd</sup> Day of May 2023**

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Deb Simmons, Mayor

Attest:

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Leila Aman, City Manager

**CITY OF MANZANITA**  
**April 12, 2023**  
**CITY COUNCIL SPECIAL SESSION**

**1. CALL MEETING TO ORDER:** The meeting was called to order on April 12, 2023, at 5:07pm 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, Public Works Director Dan Weitzel, Development Services Manager Scott Gebhart, Short Term Program Rental Manager Judy Wilson, and Assistant City Recorder Nancy Jones. Panelist: Souvanny Miller with Miller Nash.

**2. Manzanita Lofts, Planned Unit Development Land Use Board of Appeals Remand Process –**Leila Aman, City Manager

Souvanny Miller with Miller Nash spoke about the process of a case brought before The Land Use Board of Appeals (LUBA). She stated that last year the Manzanita City Council denied a land use application from Vito Cerelli for a 34-unit hotel. Mr. Cerelli appealed to LUBA. LUBA remanded the application back to the city.

**A motion was made by Spegman to send this to the Planning Commission to hold an evidentiary hearing on the Remanded Issue from LUBA. Motion was Seconded by Edginton: Deb Simmons Recused herself from the vote: Brad Mayerle Recused himself from the vote: Motion Passed.**

The Planning Commission will hold the remand hearing on May 15<sup>th</sup>.  
A notice will be posted on Friday about the hearing.

**3. Adjourn:** Mayor Simmons adjourned the meeting at 5:16pm.

**MINUTES APPROVED THIS**  
**3<sup>rd</sup> Day of May, 2023**

\_\_\_\_\_  
Deb Simmons, Mayor

Attest:

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





## BILLS FOR APPROVAL OF PAYMENT

From 04/01/2023 - 04/30/2023

VENDOR	TOTAL	ADMIN	POLICE	BLDG	COURT	PARKS	CH Expansion	ROADS	Visitors Center	WATER
GALLS (MATERIALS & SUPPLIES)	\$9.12		\$9.12							
GRAND PEAKS CONSULTING	\$1,375.00	\$1,375.00								
JB CEREGHINO (PERF BOND RELEASE)	\$2,000.00	\$2,000.00								
KLOSH GROUP (OWNERS REPRESENTATIVE)	\$1,129.00						\$1,129.00			
LEXIPOL (ANNUAL SUBSCRIPTION)	\$671.52		\$671.52							
LES SCHWAB (VEHICLE MAINTENANCE)	\$577.72							\$288.86		\$288.86
LINE-X (VEHICLE MAINT. & SUPPLIES)	\$750.00	\$750.00								
LOC (STAFF TRAINING)	\$79.00	\$79.00								
MANZANITA LUMBER (MATERIALS & SUPPLIES)	\$187.63							\$93.82		\$93.81
MILLER NASH (CITY ATTORNEY)	\$12,526.50	\$12,526.50								
NB READY MIX (MATERIALS & SUPPLIES)	\$180.00							\$90.00		\$90.00
NC CIVIC DESIGN (CIVIL ENMGINEER)	\$6,195.00							\$2,440.21		\$3,754.79
OLD REPUBLIC SURETY (CM ANNUAL BOND)	\$600.00	\$300.00								\$300.00
ONE CALL CONCEPTS (STATE LOCATE FEES)	\$96.60									\$96.60
ONE ELEVEN (IT SERVICES)	\$4,185.00	\$3,655.00							\$500.00	\$30.00

## BILLS FOR APPROVAL OF PAYMENT

From 04/01/2023 - 04/30/2023

VENDOR	TOTAL	ADMIN	POLICE	BLDG	COURT	PARKS	CH Expansion	ROADS	Visitors Center	WATER
ONE ELEVEN (EQUIPMENT)	\$64.47	\$64.47								
OREGON DEPT OF REV (FINES & ASSESSMENTS)	\$300.00				\$300.00					
PACIFIC OFFICE (POSTAGE & COPIER SERVICE )	\$137.00	\$102.50								\$34.50
PINE GROVE (VENUE RENTAL )	\$147.50	\$147.50								
PUMP TECH (MATERIAL & SUPPLIES )	\$309.75									\$309.75
RHYNO NETWORKS (IT SERVICES)	\$251.50	\$191.50	\$6.00							\$54.00
RTI (PHONE SERVICE)	\$492.20	\$95.94	\$97.86							\$298.40
SCOTT GEBHART (STAFF REIMBURSEMENT)	\$1,349.00			\$1,349.00						
SHELDON OIL CO. (FUEL)	\$2,309.25		\$1,054.93	\$181.27		\$53.65		\$268.26		\$751.14
SHRED NW (SHREDDING SERVICE)	\$855.00	\$855.00								
STATE OF OREGON (MATERIALS & SUPPLIES)	\$208.00									\$208.00
STATE OF OREGON (BLDG INSPECTOR CERT)	\$125.00			\$125.00						
STAPLES (OFFICE EQUIP & SUPPLIES)	\$353.64	\$224.74		\$128.90						
SWEET SEPTIC (PORTABLE RESTROOM)	\$485.00								\$485.00	
TILL CO PAYABLE (FINES & ASSESSMENTS)	\$96.00				\$96.00					

## BILLS FOR APPROVAL OF PAYMENT

From 04/01/2023 - 04/30/2023

VENDOR	TOTAL	ADMIN	POLICE	BLDG	COURT	PARKS	CH Expansion	ROADS	Visitors Center	WATER
TILLAMOOK PUD (ELECTRIC SERVICE)	\$4,319.29	\$315.14	\$305.95			\$81.34	\$42.39	\$609.00	\$92.07	\$2,873.40
US BANK (CITY VISA)	\$6,229.87	\$1,857.21	\$ 72.00	\$362.00		\$31.98		\$515.79		\$3,390.89
VERIZON (TELEPHONE)	\$1,182.66	\$294.58	\$344.36	\$114.98					\$64.99	\$363.75
VERSA-STEEL (MATERIALS & SUPPLIES)	\$3,368.76									\$3,368.76
WALTER WENDOLOWSKI (CITY PLANNER)	\$360.00	\$360.00								
WA FED (VC BOND PAYMENT)	\$25,433.76								\$25,433.76	
<b>TOTALS</b>	<b>\$267,058.46</b>	<b>\$35,534.06</b>	<b>\$2,804.34</b>	<b>\$7,806.66</b>	<b>\$1,055.10</b>	<b>\$166.97</b>	<b>\$18,443.59</b>	<b>\$41,196.19</b>	<b>\$26,695.79</b>	<b>\$133,355.76</b>

\*Dorcas Lane Reconstruction Project



**COUNCIL RESOLUTION No. 23 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANZANITA, OREGON, REPEALING AND REPLACING RESOLUTION 23-05 SETTING SALARIES FOR CITY EMPLOYEES FOR FISCAL YEAR 2023-2024.**

**WHEREAS**, the rate of inflation remaining above 6% since October 2021, and higher for basic needs such as housing, food and utility costs the City Manager proposes a 6% Cost of Living Adjustment; and

**WHEREAS**, the proposed salary schedule provides a necessary adjustment to meet market conditions and provide livable wages;

**WHEREAS**, Resolution 23-05 inadvertently excluded the Senior Utility Worker Position;

**WHEREAS**, the Senior Utility Worker position is now included in the salary schedule.

**Now, Therefore, be it Resolved** that the salary schedule for city employees for the fiscal year 23-24 are hereby adopted as follows:

<b>FY 24 Proposed Salary Schedule</b>						
<b>Position</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>	
Police Chief	7,839	8,231	8,641	9,074	9,527	
Police Sergeant	6,650	6,983	7,332	7,698	8,083	
Public Works Director	6,796	7,136	7,492	7,868	8,261	
Development Services Manager	6,796	7,136	7,492	7,868	8,261	
Accounting Manager	5,737	6,024	6,324	6,641	6,973	
Police Officer	5,229	5,491	5,765	6,054	6,627	
Assistant City Recorder	4,541	4,768	5,006	5,257	5,520	
STR/TLT Program Manager	4,541	4,768	5,006	5,257	5,520	
Code Enforcement Officer	4,541	4,768	5,006	5,257	5,520	
Planning & Permit Tech	4,339	4,555	4,783	5,022	5,272	
Public Works Utility Clerk	4,292	4,506	4,732	4,968	5,216	
Utility Worker	3,889	4,083	4,288	4,502	4,728	
Senior Utility Worker	4,541	4,768	5,006	5,257	5,520	

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

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

Deb Simmons, Mayor

ATTEST:

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Leila Aman, City Manager/ City Recorder

**ORDINANCE NO. 21-03**

**AN ORDINANCE GRANTING TO RECOLOGY WESTERN OREGON INC., A NONEXCLUSIVE FRANCHISE TO COLLECT AND DISPOSE OF SOLID WASTE WITHIN THE CITY OF MANZANITA, OREGON; AND REPEALING ALL PREVIOUS ORDINANCES ADOPTING OR AMENDING SOLID WASTE FRANCHISES.**

**THE CITY OF MANZANITA DOES ORDAIN AS FOLLOWS:**

**FRANCHISE AGREEMENT  
BETWEEN CITY OF MANZANITA  
AND  
RECOLOGY WESTERN OREGON INC.**

This Solid Waste Franchise Agreement ("Franchise Agreement" or "Agreement") is entered into as of the Effective Date, as defined below, by and between City ("Franchisor") and Recology Western Oregon Inc. ("Franchisee"), for the collection, transportation, and disposal of solid waste. Franchisor and Franchisee may be referred to herein collectively as the "Parties" or individually as a "Party."

**SECTION 1: DEFINITIONS**

For purposes of this Ordinance and the administration thereof, the following list of terms shall have the designated meanings as set forth herein:

"**Bulky Goods**" means discarded large items of Solid Waste such as appliances, furniture, large auto parts, and other similar waste materials with weights and volumes greater than those allowed in waste collection bins, carts or other containers.

"**City**" shall mean the City of Manzanita, its City Council or other authorized or designated representative.

"**City Council**" shall mean the City Council of the City of Manzanita in which the City's legislative powers are vested.

"**Collection**" or "**Collection Service**" shall mean all or any part of the activities involved in the collection of solid waste, or other material specified in this Agreement and its transportation to an appropriate Solid Waste Management Facility.

"**Disposal**" shall mean the final disposition of solid waste collected by the Franchisee at a permitted Solid Waste Management Facility selected by the Franchisee and approved by Franchisor.

"**Effective Date**" means thirty-one days after adoption of this Agreement by City Council.

"**Force Majeure**" means acts of God, landslides, lightning, forest fires, storms, floods, freezing and earthquakes, civil disturbances, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockades, or public riots, epidemics/pandemics, governmental prohibition, temporary unavailability of a Disposal Site and any other event which could not with reasonable diligence be controlled or prevented by the party affected by the event.

"**Franchise**" shall mean the rights granted to the Franchisee under the terms and conditions of this Agreement.

"**Franchise area**" shall mean: (1) the entire territory included within the City limits as of the Effective Date of this Agreement; and (ii) such additional area as may thereafter become

included with the City limits from time to time due to annexation, incorporation or other means but only from and after the time as the Franchisee is able to provide collection services in such additional area.

**"Green Waste"** means grass clippings, leaves, hedge trimmings, small branches and similar vegetative waste generated from residential property or landscaping activities but does not include stumps or similar bulky wood materials.

**"Gross Revenue"** shall mean the gross receipts derived by the Franchisee from fees collected from customers for services provided under this Agreement.

**"Hazardous Waste"** means (1) all waste defined or characterized as hazardous by the federal Solid Waste Disposal Act (42 U.S.C. §§ 3251 et seq.), as amended, including the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §§ 6901 et seq.) and all future amendments thereto, or regulations promulgated there under and (ii) all waste defined or characterized as hazardous by the principal agencies of the State of Oregon having jurisdiction. Hazardous Waste shall not include incidental Household Hazardous Waste or Small Quantity Generator Waste which is commingled with Solid Waste.

**"Point of Collection"** for cart service means the time at which the cart is emptied of its contents into Franchisee's collection vehicle. Point of Collection for commercial containers and drop boxes shall mean the time at which materials are placed into the container or drop box.

**"Recycling"** means any process by which Solid Waste materials are transformed into new products of commercial value in such manner that the original products may lose their identity. This process includes collection, transportation, storage and transfer of Solid Waste and placing the Solid Waste in the stream of commerce for resource recovery.

**"Solid Waste"** means all useless or discarded putrescible and non-putrescible materials, including but not limited to garbage, rubbish, refuse, ashes, paper and cardboard, sewage sludge, septic tank and cesspool pumpings or other sludge, useless or discarded commercial, industrial, demolition and construction materials, discarded or abandoned vehicles or parts thereof, discarded home and industrial appliances, manure, vegetable or animal solid and semisolid materials, dead animals and infectious waste as defined in ORS 459.386. "Solid Waste" does not include: (a) Hazardous waste as defined in this section. (b) Materials used for fertilizer or for other productive purposes or which are salvageable as such materials are used on land in agricultural operations and the growing or harvesting of crops and the raising of animals. If the Parties agree, the term Solid Waste may include waste or other materials which may require special handling at a Solid Waste Management Facility, including but not be limited to, clean soil, non-hazardous contaminated soil, construction, demolition and land-clearing debris, and non-friable asbestos provided that Franchisee, either itself or through a subcontractor, has the capability of handling such special waste or materials.

**"Solid Waste Management Facility"** shall mean any permitted facility designed to manage Solid Waste including but not limited to a solid waste transfer station, recyclable materials recovery or processing facility, composting facility, waste-to-energy facility, and landfill facilities.

**The definitions set forth in ORS Chapter 459 are incorporated into this Agreement. To the extent these definitions vary, the current statutory definitions shall apply.**



**SECTION 2: GRANT OF FRANCHISE**

Pursuant to the authority of ORS 459A.085 and any related City Ordinance, the City grants to Franchisee, this non-exclusive Franchise for the right and privilege to collect and dispose or otherwise handle all Solid Waste, Bulky Goods, Green Waste, food waste and recyclable materials as specifically approved by the City, and construction, demolition and land-clearing debris, in each case whether source-separated or not, that are generated, deposited, accumulated or otherwise coming to exist in the Franchise Area, provided that the Franchise granted hereunder shall not be deemed to restrict the right of any party to self-haul their own waste or to purchase recyclables with commercial value. It is expressly understood that all Solid Waste set out for collection and disposal shall become the property of the Franchisee at the Point of Collection.

**SECTION 3: TERMS OF AGREEMENT**

The initial term of this Agreement shall be ten (10) years, commencing on the Effective Date, unless sooner terminated in accordance with the provisions of this Agreement. Franchisee shall give the City one hundred-twenty (120) days written notice at the end of the Franchise Term. This Franchise will stay in full effect until a new Franchise is negotiated or City provides notice to Franchisee that it does not intend to negotiate a new Franchise. In the event Franchisee fails to notify City, the Franchise shall remain in full effect until either party gives notice to the other of their intention not to negotiate a new agreement. Nothing in this section restricts the City from suspending, modifying or revoking the Franchise Agreement in the event of gross misconduct, negligence or non-performance on the part of the Franchisee.

**SECTION 4: FRANCHISE FEES**

As consideration for the granting of this Franchise and to reimburse the City of the administration thereof, the franchisee shall pay to the City during the term of this agreement a franchise fee of five (5) percent of the gross revenue received for services. Payments shall be made on at least a quarterly basis, for three (3) month periods ending March 31, June 30, September 30 and December 31 of each calendar year. The payment for a quarter shall be due within forty-five (45) days of the end of the quarter.

**SECTION 5: FRANCHISE SERVICES**

The Franchisee shall provide for the collection and transportation of Solid Waste from customers to a Solid Waste Management Facility approved by the Franchisor. In providing these services, the Franchisee agrees to the following:

1. **Collection Equipment:** The Franchisee shall provide, maintain, and use adequate equipment and personnel to timely handle, collect, and transport Solid Waste. The equipment shall meet the following standards:
  - a. Collection equipment shall be constructed, loaded and operated so as to prevent dripping, leaking, blowing, sifting or escaping of Solid Waste from the vehicle while in service. Franchisee shall be responsible for cleaning up any spillage from vehicles.
  - b. All open body collection vehicles shall have a cover which shall be used while in transit, except when making collection stops and when transporting bulky items, such as brush, metals, tires, or appliances, where spillage is not likely to occur.

2. **Collection Exclusions:** It is understood that the Franchisee is not authorized and is not required hereunder to collect and transport Hazardous Waste or restricted or other waste that is not acceptable or permitted for disposal at a Solid Waste Management Facility. In addition, Franchisee shall not be required to collect containers that are not set out or filled in accordance with its published guidelines and OSHA regulations. Regardless of the reason, when any Solid Waste or other material is not collected by Franchisee, Franchisee shall leave a tag on the Solid Waste or other material stating the reasons for Franchisee's refusal to collect the same. In the alternative, Franchisee may elect to contact the customer via telephone, email, fax or other suitable means. Adequate records of customer contacts shall be maintained by Franchisee and shall be available to the Franchisor for inspection upon reasonable notice during business hours.
3. **Recycling Services:** Franchisee must receive approval from the City Council prior to providing any recycling services within the City. Services shall be provided in accordance with City Ordinances, ORS 459A, and rules promulgated under said ordinances and statutes.
4. **Level of Service:** Franchisee shall maintain a regular schedule of pickup within the service area at the frequency specified in the Schedule of Services and Rates/Charges, as adopted by Resolution of the City and extend service to all persons in the area who order and pay for such services and comply with Franchisee's reasonable requirements concerning adequacy and location of containers.
  - a. The level of services are contained in the Schedule of Services and Rates/Charges and shall be amended from time to time as required by the City or as requested by the Franchisee and approved by the City by Resolution.
  - b. The Franchisee shall work in cooperation with Tillamook County and/or the City to plan and implement special events or other services deemed necessary in order to collect and properly dispose of Solid Waste, small quantities of Household Hazardous Waste, Bulky Goods, or other waste materials.
5. **Service Requirements:** The Franchisee shall be required to provide services to all customers who set waste containers at locations identified in accordance with the Schedule of Services and Rates/Charges
  - a. Sideyard service shall not be provided to any customer whose driveway does not provide safe and adequate access.
  - b. The Franchisee may refuse service if such service poses a risk of injury to personnel, damage to equipment, or the location has limited access that is steep or excessive slope, or the access road is impaired or insufficient space exists to make turns, or where backing the vehicle in excess of 75 feet.
  - c. The Franchisee shall not be obligated to go into closed areas, through gates, lift containers out of enclosures, lift containers out of in-ground or sunken locations, go up or down stairs, or place themselves in a situation which would jeopardize their health or safety.
  - d. The Franchisee may refuse to provide service on private streets or roads if said road does not meet state standards regarding clearance, composition, grade and condition, or if there are unresolved safety issues that present an undue risk to Franchisee's equipment or personnel. If Franchisee elects to provide service on a private street or road, Franchisee shall not be liable to the City for damage attributable to normal wear and tear.

- e. **Container Access Standards.** All container locations shall provide for direct and unobstructed access by Franchisee's equipment and personnel. Any enclosure, pad, or prepared surface to be used for solid waste container placement must meet Franchisee's minimum requirements. Franchisee shall make these standards available to customers upon request and shall deliver a current copy of such standards to the City for review and to ensure that such standards do not conflict with any regulation, Ordinance or Resolution of the City.
  - f. The Franchisee shall respond to customer service complaints where pickup of garbage or clean up is required within 24 hours or the next business day.
  - g. The Franchisee shall not terminate service without fourteen (14) days written notice to the customer. If termination is based on conditions other than failure to pay for service, notice must also be made to the City Manager stating reason for the termination. Where service has been refused due to refusal of a customer to pay for service, the Franchisee may require a deposit equal to two billing periods to guarantee payment for future service before reinstating such service.
  - h. **Changes in Collection Operations/Administration or Schedule.** In the event of changes to the Collection schedule the Franchisee must notify all affected customers in writing at least fourteen (14) days prior to any change in the day on which Solid Waste or Recycling Collection occurs. The Franchisee will not permit any customer subscribing to weekly service to go more than eight (8) days without service in connection with a Collection schedule change. This notification does not extend to the Franchisee's holiday service schedule, or changes in service due to weather, equipment breakdown, construction or other temporary conditions.
6. **Office:** The Franchisee shall maintain an office and telephone where service may be applied for and complaints may be made. The telephone number shall be toll free from Manzanita for customers. The office shall have a responsible person in charge during collection hours and shall be open during normal business hours. A message service shall be available during lunch periods and after normal business hours.
7. **Non-Discrimination:** Franchisee shall not discriminate in the provision of service or the employment of persons engaged in performance of this Agreement on the basis of race, religion, color, national origin, disability, marital status, age or sex of such persons or as otherwise prohibited by law.
8. **Permits and Licenses:** The Franchisee shall obtain at the Franchisee's expense all permits and licenses required by law or ordinance and maintain same in full force and effect during the term of this Agreement.

## **SECTION 6: RATES & SERVICE CHARGES**

All charges made by the Franchisee shall conform to the Schedule of Services and Rates/Charges adopted by Resolution of the City. The City Council is hereby authorized and empowered to

hereafter modify this Schedule of Services and Rates/Charges by Resolution. However, except in the case of a change in tip fees at the transfer station, not more than one rate adjustment may be imposed in any twelve (12) month period. Requests for modification of the Schedule of Services and Rates/Charges, if any, shall be requested by Franchisee no later than April 1<sup>st</sup> of any year, with the effective date of such adjustments being the day the Resolution is adopted by the City, unless otherwise agreed to by Franchisee and the City. Provided that the Franchisee's request for modification is complete and no additional information is requested, the City shall act to approve or deny the adjustment request within 90 days.

1. **No Rate Preferences:** The Franchisee shall not give any rate preference to any person, locality or type of Solid Waste stored, collected, transported, disposed of or resource-recovered. This section shall not prohibit uniform classes of rates based upon type or quality of Solid Waste handled and location of customers so long as such rates are reasonably based upon cost of the particular service and are approved by the City Council, nor shall this section prevent the Franchisee from volunteering service at reduced cost for a charitable, community, civic or benevolent purpose.
2. **Services to City:** Franchisee will provide service at no direct charge for pickup and disposal of Solid Waste generated in the ordinary course of the City's business. Franchisee will work with City to provide an annual community clean-up event. Franchisee will provide containers and hauling services at no direct charge and will bill City only for disposal fees for material collected at the event. City will arrange for use of the event site and provide staff to verify eligibility and supervise activities of attendees. Franchisee will communicate all applicable rules and restrictions regarding each material stream. This event may be replaced by a voucher program or other alternative by mutual agreement. Expenses related to services provided under this section shall be allowable expenses for the purposes of rate review.
3. **Basis of rates:** Rates for residential and multifamily service shall be based on the cost of providing once per week single cart service, then adjusted for services other than once per week pickup. Rates for container service shall be based on the cost of providing once per week pickup of a one-yard container, and then adjusted for other than once per week pickup and or container size.
4. **Criteria for rate adjustment:** In determining the appropriate rate or rate adjustment to be charged by the Franchisee, the City Council may consider any or all of the following:
  - a. The cost of performing the service provided by the Franchisee.
  - b. The anticipated increase in the cost of providing this service.
  - c. The need for equipment replacement and the need for additional equipment to meet service needs; compliance with federal, state, local law, ordinances and regulations or technical change.
  - d. The investment of the Franchisee to have a reasonable rate of return of not less than eight (8) percent, and not more than twelve (12) percent.
  - e. The rates charged in other cities of similar size for similar service.
  - f. The public interest in assuring reasonable rates to enable the Franchisee to provide efficient and beneficial service to the residents and other users of the service.
  - g. The local wage scale, cost of management facilities and disposal fee or charges.

- h. Other factors which may, in the opinion of the City Council, necessarily affect the rates to be charged.

Notwithstanding any other provision, the City will not unreasonably withhold approval of a request by Franchisee to modify the rates to cover Franchisee's reasonable costs of performing this Agreement plus a reasonable rate of return as described in Section 6.4.d.

5. **Billing cycles:** The Franchisee may establish billing cycles that provide, one month in advance and one month in arrears according to the Franchisee's billing cycle.

**SECTION 7: RECORDS & REPORTS**

1. The Franchisee shall maintain books and records disclosing the number and type of customers served and the gross receipts collected in the Franchise area. These books and records shall be open at reasonable times and places for audit by authorized personnel of the City.
2. The Franchisee shall submit an annual report to the City which contains sufficient business information to show revenue and operating costs, franchise fees paid, general vehicle inventory, customer count, and amount of material in tons collected, transferred and/or disposed.
3. **Confidentiality:** Franchisor shall treat all information disclosed or made available for inspection by Franchisee hereunder (including pursuant to any rate review) that affects the competitive position of Franchisee as confidential information to the extent permitted by law. Franchisor shall not use such confidential information for any reason or in any manner other than as contemplated under the rate review provisions of this Agreement. Franchisor shall not disclose such confidential information to any third party except on a "need-to-know" basis and then only after receiving the prior written approval of the Franchisee and a confidentiality agreement from the third party similar hereto. Notwithstanding the foregoing, in the event Franchisor receives any requests for disclosure of Franchisee's information under Oregon Public Records Law, Oregon Revised Statutes 192.410 to 192.505, Franchisor shall notify Franchisee in writing of such request after consideration of the public interest in disclosure of the requested information. The Franchisee shall respond in writing within ten (10) days of the Franchisor's notice whether the requested information should be released or defended as exempt from disclosure under such law. If Franchisee elects to defend the exemption of the requested information from public disclosure, Franchisor shall not release or disclose such information and Franchisee shall assume all responsibilities and costs for such defense.

**SECTION 8: LIABILITY INSURANCE:**

The Franchisee shall provide and maintain during the life of this agreement Public Liability insurance in the per occurrence amount of \$2,000,000 to protect the Franchisee, its agents, and its employees from claims for damages for personal injury, including wrongful and accidental death and property damage which may arise from operations under this agreement, whether such operations be performed by the Franchisee or its employees. The policy or policies shall contain a clause showing the City, its elected officials, officers and employees as additional insured and

with an endorsement that such insurance may not be cancelled or the coverage reduced without first giving the City thirty (30) days notice in writing.

**SECTION 9: WORKERS' COMPENSATION INSURANCE**

The Franchisee shall provide and maintain during the life of this agreement Workers Compensation Insurance in accordance with the laws of the State of Oregon for all of its employees. A certificate shall be filed with the City by the insurance carrier showing such insurance to be in force at all times.

**SECTION 10: INDEMNITY**

1. **Franchisee Indemnity:** Franchisee shall defend, indemnify and hold harmless Franchisor and its employees, agents, appointed and elected officials (collectively, "Indemnitees"), from and against any and all liabilities, penalties, fines, forfeitures, demands, claims, causes of action, suits, judgments and costs and expenses incidental thereto, including attorneys' fees, (collectively, "Damages") which any or all of the Indemnitees may hereafter suffer, incur, be responsible for or pay out with respect to claims by third parties for personal injury, property damage or other loss to the extent caused by, or arising from or in connection with a violation of this Agreement or the negligent actions or omissions or willful misconduct of Franchisee, its employees or subcontractors, in the performance of this Agreement. Such indemnity shall be limited to exclude Damages to the extent that they are caused by, arise from or in connection with any negligent actions or omissions or willful misconduct of Franchisor or its employees, agents, subcontractors or appointed or elected officials, including in connection with the use of Franchisee's property or equipment during an emergency as provided in Section 13. The extent of Franchisee's liability under this Section shall not exceed the amount of Franchisee's proportionate share of fault.
2. **Procedure:** Franchisee shall have no obligation to indemnify or defend hereunder unless the Indemnitees provide written notice to Franchisee of the occurrence of events giving rise to Franchisee's obligation to indemnify hereunder within thirty (30) days after the Indemnitees know or should have known of such events. The Indemnitees shall cooperate in the defense of suit if requested by Franchisee and shall have the right to approve counsel chosen by Franchisee to litigate such suit, which approval shall not be unreasonably withheld. Franchisee shall have the sole right to contest, defend, litigate and settle claims tendered by the Indemnitees hereunder provided that a least ten (10) business days prior to any such settlement, written notice of Franchisee's intention to settle is given to the Indemnitees. In the event a dispute exists over whether an Indemnitee is entitled to indemnification, the Indemnitee shall defend itself until the dispute is resolved. Upon resolution of the indemnification dispute, the prevailing party shall be entitled to indemnification for its defense costs incurred prior to resolution.
3. **Insurance:** If any claims indemnified against under this Section have the potential for coverage under any insurance, then the indemnity set forth in this Section shall be limited as provided in this Section 10(3). Before pursuing recovery under this indemnity, the Indemnitees shall exhaust all recovery available for such claim from insurance. Once the Indemnitees have exhausted all recovery under all available insurance, the Franchisee shall

pay only the amount of the loss, if any, that exceeds the total amount that all insurance has paid for the loss. Nothing in this Agreement shall constitute a waiver or relinquishment of any claims which the parties may have against insurers, nor shall any provision of this Agreement waive or relinquish any subrogation or contribution rights that the parties or their insurers may have against another insurer or other potentially liable party. Notwithstanding anything in this Agreement to the contrary, the Franchisee shall not be obligated to pay for the defense of any claim or suit that any insurer has a duty to defend. If no insurer defends, however, then the Franchisee shall, to the extent obligated to do so by this Agreement, pay for the defense, but shall be entitled to the insured's rights against all insurers with a potential for coverage of such claim.

**SECTION 11:           TRANSFER OF FRANCHISE**

1. The Franchisee shall provide ninety (90) days written notice of any proposed sale, transfer or assignment. Sale of an amount of Franchisee's stock sufficient to change the majority ownership of Franchisee shall constitute a transfer for purposes of this Section. Except as provided in this Section, the Franchisee shall not assign its rights nor delegate or otherwise transfer its obligations under this Agreement to any other person or corporate entity without prior written consent of the City Council, which consent shall not be unreasonably withheld. Any such assignment without the consent of the City Council shall be void and the attempted assignment shall constitute a default of this Agreement.
2. If the Franchisee requests the City's consideration of and consent to a transfer or assignment, the City shall act on such request within sixty (60) days of the receipt of the Franchisee's notice and shall not unreasonably refuse to approve an assignment of this franchise to an assignee with sufficient knowledge, experience and financial resources so as to be able to meet the obligations of the Franchisee hereunder.

**SECTION 12:           DEFAULT, TERMINATION**

1. **Default:** In the event of any material failure or refusal of Franchisee to comply with any obligation or duty imposed on Franchisee under this Agreement, the Franchisor and Franchisee shall meet and confer in good faith in an effort to agree on a resolution and cure of the breach. If the Parties are unable to agree on the informal resolution or cure of the breach within ten (10) business days, the Franchisor shall have the right to terminate this Agreement if:
  - a. Following the ten-day meeting period above, the Franchisor shall have given written notice to Franchisee specifying that a particular default or defaults exist which will, unless corrected, constitute a material breach of this Agreement on the part of Franchisee, and
  - b. Franchisee fails to correct such default or fails to take reasonable steps to commence to correct the same within thirty (30) days from the date of the notice given by Franchisor under Section 12 (1.a.) and/or Franchisee thereafter fails to diligently continue to take reasonable steps to correct such default.
2. **Termination:** Upon the occurrence of a material breach, failure to cure and the declaration of termination of this Agreement by the Franchisor as provided above, this Agreement shall

be of no further force and effect unless the Franchisor elects to terminate only a portion of the services set forth herein and maintain the remainder of the Agreement.

3. **Force Majeure:** The performance of this Agreement may be discontinued or temporarily suspended in the event of Force Majeure. Franchisee shall not be deemed to be in default and shall not be liable for failure to perform under this Agreement if Franchisee's performance is prevented or delayed by Force Majeure.

**SECTION 13: EMERGENCY SERVICES**

In the event that Franchisee, for any reason whatsoever except the occurrence or existence of a Force Majeure event, fails, refuses or is unable to perform the collection, transportation and disposal requirements of this Agreement for a period of more than three (3) consecutive business days, and if as a result thereof, Solid Waste accumulates in the Franchise Area to such an extent, in such a manner, or for such a time that Franchisor reasonably finds that such accumulation endangers or menaces the public health, safety and welfare, then Franchisor shall have the right to take any means necessary to ensure the public safety and welfare, including but not limited to picking up Solid Waste utilizing City equipment and personnel and/or contracting out to a third party. If Franchisor must carry out those services and duties performed by the Franchisee as contained herein, then Franchisee shall reimburse Franchisor for all expenses directly related to the Franchisor's carrying out the duties and services of Franchisee under this Franchise.

**SECTION 14: NOTICE**

Whenever required for any purpose in this Agreement, notice by either party shall be deemed sufficient if it is in the form of a letter sent by certified mail, return receipt requested (or nationally recognized overnight courier, with written confirmation of delivery), to the business address specified below, or such other address as a party may designate by written notice in accordance with this section:

**Franchisee**

Recology Western Oregon Inc.  
Attn: Legal Department  
50 California Street, 24<sup>th</sup> Floor  
San Francisco, CA 94111

**Franchisor**

City of Manzanita  
543 Laneda Ave.  
PO Box 129  
Manzanita, OR 97130

**SECTION 15: CHANGE IN LAW**

In the event that new or amended local, state or federal laws, rulings or regulations are enacted after the Effective Date of this Agreement and have the effect of preventing or precluding



compliance with one or more provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such new or amended local, state or federal laws or regulations, and the Franchisor and the Franchisee shall enter into an amendment of this Agreement that reflects the extent to which the provisions hereof have been so modified or suspended. Notwithstanding the foregoing, should Franchisee, by force of any such law, ruling or regulation, at any time during the term hereof, be ordered or required to do any act relative to this Agreement which substantially impairs or materially changes the Franchisee's ability to perform under this Agreement, then the Franchisee may notify the Franchisor in writing of this condition and may terminate this Agreement upon providing at least sixty (60) days' advance written notice of termination to the Franchisor. Nothing in this Agreement shall prohibit Franchisee from obtaining or seeking to obtain modification, reversal or repeal of such law, ruling or regulation or restrict Franchisee's right to legally contest the validity of such law, ruling or regulation. Franchisee shall not be considered in breach of this Agreement during such time as Franchisee is contesting or appealing any notice of violation, ordinance, rule, regulation, ruling or law.

**SECTION 16: INDEPENDENT CONTRACTOR**

Franchisee is an independent contractor and shall not be deemed an employee of the Franchisor.

**SECTION 17: CAPTIONS**

Titles or captions of articles and sections contained in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any provision of it.

**SECTION 18: WAIVER**

No waiver of any right or obligation of either Party hereto shall be effective unless in writing, specifying such waiver, executed by the Party against whom such waiver is sought to be enforced. A waiver by either Party of any of its rights under this Agreement on any occasion shall not be a bar to the exercise of the same right on any subsequent occasion or of any other right at any time.

**SECTION 19: COUNTERPARTS**

This Agreement may be executed in two counterparts, each of which shall be deemed an original, but both of which shall be deemed to constitute the same instrument.

**SECTION 20: GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of Oregon.

**SECTION 21: AMENDMENT**

This Agreement may be amended, altered or modified only by a writing, specifying such amendment, alteration or modification, executed by authorized representatives of both of the Parties hereto.

**SECTION 22: COMPLETE AGREEMENT**

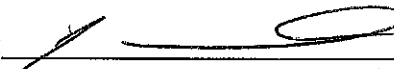
This writing constitutes the full and complete Agreement and understanding between the Franchisee and the Franchisor. All previous agreements are hereby superseded.

**SECTION 23: SEVERABILITY**

If any of the provisions of this Agreement are determined to be invalid or unenforceable, those provisions shall be deemed severable from the remainder of this Agreement and shall not cause the remainder of this Agreement to be invalid or unenforceable, unless this Agreement without the severed provision would frustrate a material purpose of either Party in entering into this Agreement.

**IN WITNESS WHEREOF**, this Solid Waste Franchise Agreement is effective as of the Effective Date.

**Franchisor:  
CITY OF MANZANITA**

By:   
Its: INTERIM CITY MANAGER  
Date: 4/14/2021

**ATTEST:**  
  
\_\_\_\_\_

**Franchisee:  
RECOLOGY WESTERN OREGON INC.**

By: \_\_\_\_\_  
Its: President & CEO  
  
Date: \_\_\_\_\_

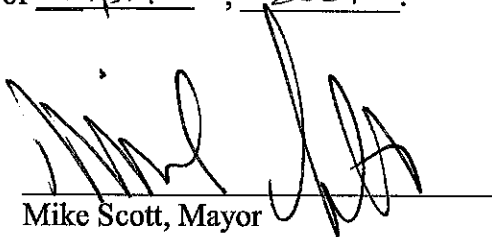
**ATTEST:**  
  
\_\_\_\_\_

Ordinance No. 10-05 adopted by the City Council on August 4, 2010-, is hereby repealed.

**PASSED FIRST READING** by the Council this 7<sup>th</sup> day of April, 2021.

**PASSED SECOND READING** by the Council this 13<sup>th</sup> day of April, 2021.

**APPROVED** by the Mayor this 13<sup>th</sup> day of April, 2021.

  
Mike Scott, Mayor

**ATTEST:**

  
John Kunkel, City Manager



City of Manzanita

**COUNCIL RESOLUTION No. 23-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANZANITA, OREGON, APPROVING SOLID WASTE COLLECTION RATES**

**WHEREAS**, Ordinance 21-03 granted a non-exclusive franchise to Recology Western Oregon Inc, to collect and dispose of solid waste withing the city of Manzanita, Oregon; and

**WHEREAS**, Section 6 of Ordinance 21-03 provides that all charges made by the Franchisee shall conform to the schedule of rates and charges approved by the Council by Resolution, and the Council may modify this schedule of rates and charges by Resolution; and

**WHEREAS**, Western Oregon Waste, Inc. has requested a 5 percent increase in the fee schedule to reflect increased costs of operation since the fees were last raised; and

**WHEREAS**, the City Council and City Manager have reviewed the request and find it to be reasonable;

**Now, Therefore, be it Resolved by the City Council of the City of Manzanita** that Effective July 1, 2023, the Recology Western Oregon Inc Proposed Rate Schedule contained in Attachment 1 attached hereto and by this reference incorporated herein is hereby adopted.

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

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

\_\_\_\_\_  
Deb Simmons, Mayor

ATTEST:

\_\_\_\_\_  
Leila Aman, City Manager/ City Recorder

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

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

**32 GALLON CART SERVICE**

**MONTHLY RATES**

32GWC	32G CART-CURB	\$ 25.73	5.00%	\$ 1.29	\$ 27.02
32GEC	32G CART EOW-CURBSIDE	\$ 16.73	5.00%	\$ 0.84	\$ 17.57
32GMC	32G CART MONTHLY-CURB	\$ 9.02	5.00%	\$ 0.45	\$ 9.47
OC3C	32 GAL CART ON CALL CURB	\$ 9.02	5.00%	\$ 0.45	\$ 9.47
	EACH ADDITIONAL - SAME RATE				

**90 GALLON CART SERVICE**

**MONTHLY RATES**

90GWC	90G CART-CURB	\$ 42.90	5.00%	\$ 2.15	\$ 45.05
90GEC	90G CART EOW-CURB	\$ 27.88	5.00%	\$ 1.39	\$ 29.27
90GMC	90G CART OAM-CURB	\$ 15.01	5.00%	\$ 0.75	\$ 15.76
OC9C	90 GAL CART ON CALL CURB	\$ 15.01	5.00%	\$ 0.75	\$ 15.76
	EACH ADDITIONAL - SAME RATE				

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

90GOC	90G CART WILL CALL-CURB	\$ 2.70	5.00%	\$ 0.14	\$ 2.84
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**SPECIAL PICK-UP (FOR OFF-SCHEDULE COLLECT (C/S = Curbside)**

**RATE PER EACH**

SP32C	SPEC P/U 32G CART C/S	\$ 9.02	5.00%	\$ 0.45	\$ 9.47
SP90C	SPEC P/U 90G CART C/S	\$ 15.01	5.00%	\$ 0.75	\$ 15.76

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

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

**32 GALLON CART SERVICE**

**MONTHLY RATES**

32GWS	32G CART-SIDE	\$ 26.25	5.00%	\$ 1.31	\$ 27.56
32GES	32G CART EOW-SIDEYARD	\$ 17.06	5.00%	\$ 0.85	\$ 17.91
32GMS	32G CART MONTHLY-SIDE	\$ 9.20	5.00%	\$ 0.46	\$ 9.66
OC3S	32 GAL CART ON CALL SIDE	\$ 9.20	5.00%	\$ 0.46	\$ 9.66
	EACH ADDITIONAL - SAME RATE				

**90 GALLON CART SERVICE**

**MONTHLY RATES**

90GWS	90G CART-SIDE	\$ 65.76	5.00%	\$ 3.29	\$ 69.05
90GES	90G CART EOW-SIDE	\$ 42.78	5.00%	\$ 2.14	\$ 44.92
90GMS	90G CART OAM-SIDE	\$ 23.01	5.00%	\$ 1.15	\$ 24.16
OC9S	90 GAL CART ON CALL SIDE	\$ 23.01	5.00%	\$ 1.15	\$ 24.16
	EACH ADDITIONAL - SAME RATE				

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

90GOS	90G CART WILL CALL-SIDE	\$ 2.70	5.00%	\$ 0.14	\$ 2.84
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**SPECIAL PICK-UP (FOR OFF-SCHEDULE COLLECT (NON C/S = Non-Curbside)**

**RATE PER EACH**

SP32S	SPEC P/U 32G CART NON C/S	\$ 9.20	5.00%	\$ 0.46	\$ 9.66
SP90S	SPEC P/U 90G CART NON C/S	\$ 23.01	5.00%	\$ 1.15	\$ 24.16

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

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

**RATE PER EACH**

XBAG	EXTRA BAG(S)	\$ 6.77	5.00%	\$ 0.34	\$ 7.11
XBOX	EXTRA BOX	\$ 6.77	5.00%	\$ 0.34	\$ 7.11
XCAN	EXTRA CAN(S)	\$ 6.77	5.00%	\$ 0.34	\$ 7.11
XMISC	EXTRA MISC	\$ 6.77	5.00%	\$ 0.34	\$ 7.11
X32	EXTRA 32G CART(S)	\$ 6.77	5.00%	\$ 0.34	\$ 7.11
X90	EXTRA 90G CART(S)	\$ 10.74	5.00%	\$ 0.54	\$ 11.28

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

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

**RATE PER EACH**

APF	REFRIGERATOR/FREEZER	\$ 51.66	5.00%	\$ 2.58	\$ 54.24
APPL	APPLIANCE	\$ 11.48	5.00%	\$ 0.57	\$ 12.05
FURN	FURNITURE CHARGE	\$ 17.22	5.00%	\$ 0.86	\$ 18.08
TREE	EXTRA CHRISTMAS TREE	\$ 13.57	5.00%	\$ 0.68	\$ 14.25
IRSC	IN ROUTE SERVICE CHARGE	\$ 20.31	5.00%	\$ 1.02	\$ 21.33
SC	SERVICE CHARGE	\$ 46.22	5.00%	\$ 2.31	\$ 48.53

**RELATED FEES**

**RATE PER EACH**

CRIR	CART REDELIVERY IN ROUTE	\$ 10.00	5.00%	\$ 0.50	\$ 10.50
CROR	CART REDELIVER OUT OF ROUTE	\$ 20.00	5.00%	\$ 1.00	\$ 21.00
CORDF	CONTAINER RE-DELIVERY FEE	\$ 46.22	5.00%	\$ 2.31	\$ 48.53

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

**RATE PER EACH**

CCF	CART CLEANING FEE	\$ 10.00	5.00%	\$ 0.50	\$ 10.50
CRF	CART REPLACEMENT FEE	\$ 65.00	5.00%	\$ 3.25	\$ 68.25

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

**RATE PER EACH**

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

**FRONT-LOAD CONTAINER SERVICE**

**1 YARD CONTAINERS**

**MONTHLY RATES**

1GW	1YD TRASH	\$ 144.12	5.00%	\$ 7.21	\$ 151.33
1GE	1YD TRASH EOW	\$ 84.86	5.00%	\$ 4.24	\$ 89.10
1GM	1YD TRASH MONTHLY	\$ 52.97	5.00%	\$ 2.65	\$ 55.62
1OC	ON CALL-1YD TRASH	\$ 30.12	5.00%	\$ 1.51	\$ 31.63
1XP	EXTRA PICK UP-1YD TRASH	\$ 30.12	5.00%	\$ 1.51	\$ 31.63

**1.5 YARD CONTAINERS**

**MONTHLY RATES**

1HGW	1.5YD TRASH	\$ 180.27	5.00%	\$ 9.01	\$ 189.28
1HGE	1.5YD TRASH EOW	\$ 102.93	5.00%	\$ 5.15	\$ 108.08
1HGM	1.5YD TRASH MONTHLY	\$ 60.93	5.00%	\$ 3.05	\$ 63.98
1HOC	ON CALL-1.5YD TRASH	\$ 39.28	5.00%	\$ 1.96	\$ 41.24
1HXP	EXTRA PICK UP-1.5YD TRASH	\$ 39.28	5.00%	\$ 1.96	\$ 41.24

**2 YARD CONTAINERS**

**MONTHLY RATES**

2GW	2YD TRASH	\$ 216.43	5.00%	\$ 10.82	\$ 227.25
2GE	2YD TRASH EOW	\$ 121.01	5.00%	\$ 6.05	\$ 127.06
2GM	2YD TRASH MONTHLY	\$ 69.68	5.00%	\$ 3.48	\$ 73.16
2OC	ON CALL-2YD TRASH	\$ 48.47	5.00%	\$ 2.42	\$ 50.89
2XP	EXTRA PICK UP-2YD TRASH	\$ 48.47	5.00%	\$ 2.42	\$ 50.89

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

**MONTHLY RATES**

3GW	3YD TRASH	\$ 288.70	5.00%	\$ 14.44	\$ 303.14
3GE	3YD TRASH EOW	\$ 157.15	5.00%	\$ 7.86	\$ 165.01
3GM	3YD TRASH MONTHLY	\$ 86.36	5.00%	\$ 4.32	\$ 90.68
3OC	ON CALL-3YD TRASH	\$ 66.85	5.00%	\$ 3.34	\$ 70.19
3XP	EXTRA PICK UP-3YD TRASH	\$ 66.85	5.00%	\$ 3.34	\$ 70.19

**4 YARD CONTAINERS**

**MONTHLY RATES**

4GW	4YD TRASH	\$ 361.02	5.00%	\$ 18.05	\$ 379.07
4GE	4YD TRASH EOW	\$ 193.32	5.00%	\$ 9.67	\$ 202.99
4GM	4YD TRASH MONTHLY	\$ 103.08	5.00%	\$ 5.15	\$ 108.23
4OC	ON CALL-4YD TRASH	\$ 85.22	5.00%	\$ 4.26	\$ 89.48
4XP	EXTRA PICK UP-4YD TRASH	\$ 85.22	5.00%	\$ 4.26	\$ 89.48

**5 YARD CONTAINERS**

**MONTHLY RATES**

5GW	5YD TRASH	\$ 433.32	5.00%	\$ 21.67	\$ 454.99
5GE	5YD TRASH EOW	\$ 229.46	5.00%	\$ 11.47	\$ 240.93
5GM	5YD TRASH MONTHLY	\$ 119.77	5.00%	\$ 5.99	\$ 125.76
5OC	ON CALL-5YD TRASH	\$ 103.55	5.00%	\$ 5.18	\$ 108.73
5XP	EXTRA PICK UP-5YD TRASH	\$ 103.55	5.00%	\$ 5.18	\$ 108.73

**6 YARD CONTAINERS**

**MONTHLY RATES**

6GW	6YD TRASH	\$ 505.61	5.00%	\$ 25.28	\$ 530.89
6GE	6YD TRASH EOW	\$ 265.62	5.00%	\$ 13.28	\$ 278.90
6GM	6YD TRASH MONTHLY	\$ 136.46	5.00%	\$ 6.82	\$ 143.28
6OC	ON CALL-6YD TRASH	\$ 121.94	5.00%	\$ 6.10	\$ 128.04
6XP	EXTRA PICK UP-6YD TRASH	\$ 121.94	5.00%	\$ 6.10	\$ 128.04

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

**MONTHLY RATES**

8GW	8YD TRASH	\$ 593.49	5.00%	\$ 29.67	\$ 623.16
8GE	8YD TRASH EOW	\$ 309.52	5.00%	\$ 15.48	\$ 325.00
8GM	8YD TRASH MONTHLY	\$ 156.75	5.00%	\$ 7.84	\$ 164.59
8OC	ON CALL-8YD TRASH	\$ 144.27	5.00%	\$ 7.21	\$ 151.48
8XP	EXTRA PICK UP-8YD TRASH	\$ 144.27	5.00%	\$ 7.21	\$ 151.48

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

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

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

**DEBRIS BOX SERVICES**

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

**RATE PER HAUL**

DEL	DELIVERY CHARGE	\$ 46.21	5.00%	\$ 2.31	\$ 48.52
10HG	10 YD TRASH BOX HAUL	\$ 233.51	5.00%	\$ 11.68	\$ 245.19
20HG	20 YD TRASH BOX HAUL	\$ 233.51	5.00%	\$ 11.68	\$ 245.19
30HG	30 YD TRASH BOX HAUL	\$ 233.51	5.00%	\$ 11.68	\$ 245.19
47HG	47 YD TRASH BOX HAUL	\$ 233.51	5.00%	\$ 11.68	\$ 245.19
40CG	COMPACTOR HAUL FEE (ALL SIZES)	\$ 272.79	5.00%	\$ 13.64	\$ 286.43

**RECOLOGY WESTERN OREGON  
MAN CITY OF MANZANITA**

**SUMMARY RATE SHEET  
EFF. DATE: 7/1/2023**

CODE	DESCRIPTION	CURRENT RATE	INC %	INC \$\$	NEW RATE
<b>DEBRIS BOX DISPOSAL FEES (\$\$/TON)</b>					
<b>RATE PER TON</b>					
DFDM	DISPOSAL FEE - DEMOLITION	\$ 102.59	5.00%	\$ 5.13	\$ 107.72
DFG	DISPOSAL FEE - GARBAGE	\$ 102.59	5.00%	\$ 5.13	\$ 107.72
DFWD	DISPOSAL FEE - WOOD	\$ 56.00	5.00%	\$ 2.80	\$ 58.80
DFYD	DISPOSAL FEE - YARD DEBRIS	\$ 85.23	5.00%	\$ 4.26	\$ 89.49

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

<b>RELATED FEES</b>					<b>RATE PER DAY</b>
RENTD	DAILY RENTAL FEE	\$ 14.35	5.00%	\$ 0.72	\$ 15.07

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

					<b>RATE PER MONTH</b>
RENTM	MONTHLY RENTAL FEE	\$ 128.65	5.00%	\$ 6.43	\$ 135.08

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

					<b>RATE PER HOUR</b>
TIME	TRUCK TIME FEE	\$ 121.60	5.00%	\$ 6.08	\$ 127.68
1T1E	1 TRUCK - 1 EMPLOYEE	\$ 121.60	5.00%	\$ 6.08	\$ 127.68
1T2E	1 TRUCK - 2 EMPLOYEES	\$ 182.42	5.00%	\$ 9.12	\$ 191.54

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

<b>TEMPORARY RENTAL CONTAINERS</b>					<b>RATE PER EACH</b>
3YRGD	DELV 3 YD RENTAL FOR TRASH	\$ 26.86	5.00%	\$ 1.34	\$ 28.20
3YRGP	SERVICE 3 YD RENTAL FOR TRASH	\$ 93.57	5.00%	\$ 4.68	\$ 98.25
3YRXD	ADDL DAY - 3YD RENT CONTAINER	\$ 2.00	5.00%	\$ 0.10	\$ 2.10

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

**BULKY ITEMS - DEBRIS BOX**

STANDARD FEES APPLY FOR THESE ITEMS IF DECLARED & SEPARATED ACCORDING TO INSTRUCTIONS.  
ADDITIONAL FEES MAY APPLY FOR ITEMS FOUND IN LOADS.

					<b>RATE PER EACH</b>
TOFFR	TIRE CHARGE NO RIM	\$ -	5.00%	\$ -	\$ -
TONR	TIRE CHARGE ON RIM	\$ -	5.00%	\$ -	\$ -
APPL	APPLIANCE	\$ 11.48	5.00%	\$ 0.57	\$ 12.05
APF	REFRIGERATOR/FREEZER	\$ 51.66	5.00%	\$ 2.58	\$ 54.24

<b>MEDICAL WASTE COLLECTION SERVICES</b>					<b>RATE PER EACH</b>
M4HSC	4.7 QT SHARPS CONTAINER	\$ 25.53	5.00%	\$ 1.28	\$ 26.81
M10SC	10 QT SHARPS CONTAINER	\$ 28.88	5.00%	\$ 1.44	\$ 30.32
M23SC	23 QT SHARPS CONTAINER	\$ 51.40	5.00%	\$ 2.57	\$ 53.97
9CDBC	9GAL CONFIDENTIAL DOCUMENT BOX	\$ 32.67	5.00%	\$ 1.63	\$ 34.30
M21BX	21 GAL MEDICAL WASTE BOX	\$ 42.97	5.00%	\$ 2.15	\$ 45.12
M48BX	48 GAL MEDICAL WASTE BOX	\$ 49.13	5.00%	\$ 2.46	\$ 51.59
M8GBP	RX MED WASTE TUB	\$ 97.47	5.00%	\$ 4.87	\$ 102.34

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

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



Proposed Amendments to  
Senate Bill 406  
Requested by Senator WEBER  
3/23/23 (RLM/ )  
LC 1156

On page 1 of the printed bill, line 2, after “ORS” delete the rest of the line and line 3 and insert “197.286, 197.758, section 3, chapter 639, Oregon Laws 2019, and sections 1, 4, 5, and 9, chapter \_\_\_\_, Oregon Laws 2023 (Enrolled House Bill 2001).”

Delete lines 6 through 31.

On page 2, delete lines 1 through 15 and insert:

“**SECTION 1.** If House Bill 2001 becomes law, ORS 197.286, as amended by section 5, chapter 54, Oregon Laws 2022, and section 12, chapter \_\_\_\_, Oregon Laws 2023 (Enrolled House Bill 2001), is amended to read:

“197.286. As used in ORS 197.286 to 197.314 and 197.475 to 197.490:

“(1) ‘Allocated housing need’ means:

“(a) For a city outside Metro, the housing need allocated to a city under section 2 (2) of this 2023 Act as segmented by income level under section 2 (4) of this 2023 Act; or

“(b) For a city within Metro, the housing need allocated to the city by Metro under ORS 197.303 (3).

“(2) ‘Buildable lands’ means lands in urban and urbanizable areas that are suitable, available and necessary for the development of needed housing over a 20-year planning period, including both vacant land and developed land likely to be redeveloped.

“(3) ‘City’ and ‘city with a population of 10,000 or greater’ includes, regardless of size, any city within Tillamook County and the communities of Barview/Twin Rocks/Watseco, Beaver, Cloverdale, Hebo, Idaville, Neahkahnie, Neskowin, Netarts, Oceanside, Pacific City/Woods.

“(4) ‘Government assisted housing’ means housing that is financed in whole or part by either a federal or state housing agency or a housing authority as defined in ORS 456.005, or housing that is occupied by a tenant or tenants who benefit from rent supplements or housing vouchers provided by either a federal or state housing agency or a local housing authority.

“(5) ‘Housing capacity’ means the number of needed housing units that can be developed on buildable lands within the 20-year planning period based on the land’s comprehensive plan designation and capacity for housing development and redevelopment.

“(6) ‘Housing production strategy’ means a strategy adopted by a local government to promote housing production under ORS 197.290.

“(7) ‘Manufactured dwelling,’ ‘manufactured dwelling park,’ ‘manufactured home’ and ‘mobile home park’ have the meanings given those terms in ORS 446.003.

“(8) ‘Periodic review’ means the process and procedures as set forth in ORS 197.628 to 197.651.

“(9) ‘Prefabricated structure’ means a prefabricated structure, as defined in ORS 455.010, that is relocatable, more than eight and one-half feet wide and designed for use as a single-family dwelling.

“**SECTION 2.** ORS 197.758 is amended to read:

“197.758. (1) As used in this section:

“(a) ‘City’ or ‘city with a population of 25,000 or greater’ includes, regardless of size, any city within Tillamook County and the communities of Barview/Twin Rocks/Watseco, Beaver, Cloverdale, Hebo, Idaville, Neahkahnie, Neskowin, Netarts, Oceanside, Pacific City/Woods.

**Commented [MR1]:** Because of some changes made to the language by HB 2001, it’s actually perhaps a bit easier to amend this as if HB 2001 were already law, particularly now that it can’t get amended again (at least not the bill itself). Of course, if for some reason HB 2001 doesn’t get signed, this will need some amendments.

**Commented [MR2]:** Making this change means that all of the requirements to cities > 10,000 in 197.296 to 197.314 apply to Tillamook cities as well.

**Commented [MR3]:** This is specifically for middle housing requirements only.

“[(a)] (b) ‘Cottage clusters’ means groupings of no fewer than four detached housing units per acre with a footprint of less than 900 square feet each and that include a common courtyard.

“[(b)] (c) ‘Middle housing’ means:

“(A) Duplexes;

“(B) Triplexes;

“(C) Quadplexes;

“(D) Cottage clusters; and

“(E) Townhouses.

“[(c)] (d) ‘Townhouses’ means a dwelling unit constructed in a row of two or more attached units, where each dwelling unit is located on an individual lot or parcel and shares at least one common wall with an adjacent unit.

“(2) Except as provided in subsection (4) of this section, each city with a population of 25,000 or [more] greater and each county or city within a metropolitan service district shall allow the development of:

“(a) All middle housing types in areas zoned for residential use that allow for the development of detached single-family dwellings; and

“(b) A duplex on each lot or parcel zoned for residential use that allows for the development of detached single-family dwellings.

“(3) Except as provided in subsection (4) of this section, each city not within a metropolitan service district with a population of more than 10,000 and less than 25,000 shall allow the development of a duplex on each lot or parcel zoned for residential use that allows for the development of detached single-family dwellings. Nothing in this subsection prohibits a local government from allowing middle housing types in addition to duplexes.

“(4) This section does not apply to:

“(a) Cities with a population of 1,000 or fewer, **except inside of Tillamook County;**

“(b) Lands not within an urban growth boundary;

“(c) Lands that are not incorporated and also lack sufficient urban services, as defined in ORS 195.065;

“(d) Lands that are not zoned for residential use, including lands zoned primarily for commercial, industrial, agricultural or public uses; or

“(e) Lands that are not incorporated and are zoned under an interim zoning designation that maintains the land's potential for planned urban development.

“(5) Local governments may regulate siting and design of middle housing required to be permitted under this section, provided that the regulations do not, individually or cumulatively, discourage the development of all middle housing types permitted in the area through unreasonable costs or delay. Local governments may regulate middle housing to comply with protective measures adopted pursuant to statewide land use planning goals.

“(6) This section does not prohibit local governments from permitting:

“(a) Single-family dwellings in areas zoned to allow for single-family dwellings; or

“(b) Middle housing in areas not required under this section.”.

In line 16, delete “2” and insert “3”.

Delete line 22 and insert:

“(c) **December 31, 2025,** for each city in Tillamook County, as defined in ORS 197.758.”.

Delete lines 41 through 45 and pages 3 through 7 and insert:

“**SECTION 4.** If House Bill 2001 becomes law, section 1, chapter \_\_\_\_, Oregon Laws 2023 (Enrolled House Bill 2001), is amended to read:

**Commented [MR4]:** Moving deadline for Tillamook cities and counties to adopt updated codes to implement middle housing requirements.

“**Sec. 1.** (1) There is established within the Oregon Department of Administrative Services the Oregon Housing Needs Analysis. The purposes of the Oregon Housing Needs Analysis are to further the:

“(a) Production of housing to meet the need of Oregonians at all levels of affordability; and

“(b) Production of housing in a way that creates more housing choice by affirmatively furthering fair housing, as defined in ORS 197.290.

“(2) The Oregon Housing Needs Analysis consists of three components as follows:

“(a) The annual statewide housing analysis under section 2 (1), **chapter \_\_\_\_\_, Oregon Laws 2023 (Enrolled House Bill 2001) [of this 2023 Act]**;

“(b) The allocated housing need under section 2 (2), **chapter \_\_\_\_\_, Oregon Laws 2023 (Enrolled House Bill 2001) [of this 2023 Act]**; and

“(c) The housing production targets under section 3, **chapter \_\_\_\_\_, Oregon Laws 2023 (Enrolled House Bill 2001) [of this 2023 Act]**.

“(3) Actions taken by the department under sections 1 to 3, **chapter \_\_\_\_\_, Oregon Laws 2023 (Enrolled House Bill 2001) [of this 2023 Act]** are not subject to ORS 197.180 and are not land use decisions.

“(4) The Department of Land Conservation and Development and the Housing and Community Services Department:

“(a) Shall assist the Oregon Department of Administrative Services with its duties under sections 1 to 3, **chapter \_\_\_\_\_, Oregon Laws 2023 (Enrolled House Bill 2001) [of this 2023 Act]**.

“(b) May study and recommend methodological changes to the Oregon Department of Administrative Services to improve the Oregon Housing Needs Analysis' functions and suitability for its purposes under subsection (1) of this section. The departments may solicit written and oral public testimony to inform their recommendations.

“(5) **As used in sections 1 to 3, chapter \_\_\_\_\_, Oregon Laws 2023 (Enrolled House Bill 2001), ‘city’ or ‘city with a population of 10,000 or greater’ has the meaning given the term in ORS 197.286.**

“**SECTION 5.** If House Bill 2001 becomes law, section 4, chapter \_\_\_\_\_, Oregon Laws 2023 (Enrolled House Bill 2001), is amended to read:

“**Sec. 4.** (1) The Housing and Community Services Department may adopt rules to implement this section and section 5, **chapter \_\_\_\_\_, Oregon Laws 2023 (Enrolled House Bill 2001) [of this 2023 Act]**.

“(2) On an annual basis the Housing and Community Services Department shall update a publicly available statewide housing production dashboard.

“(3) The dashboard shall include, for each city with a population of 10,000 or greater, **as defined in ORS 197.286:**

“(a) Progress toward housing production by affordability levels, as described in section 2 (4), **chapter \_\_\_\_\_, Oregon Laws 2023 (Enrolled House Bill 2001) [of this 2023 Act]** and total housing targets; and

“(b) A comparative analysis of progress in comparison to the region and other local governments with similar market types.

“(4) Information in the dashboard must be based on:

“(a) Inventory of publicly supported housing, as defined in ORS 456.250, that is maintained by the department; and

“(b) Information submitted to the department under section 37 (3), **chapter \_\_\_\_\_, Oregon Laws 2023 (Enrolled House Bill 2001) [of this 2023 Act]**.

“**SECTION 6.** If House Bill 2001 becomes law, section 5, chapter \_\_\_\_\_, Oregon Laws 2023 (Enrolled House Bill 2001), is amended to read:

“**Sec. 5.** (1) On an annual basis the Housing and Community Services Department shall update publicly

**Commented [MR5]:** Amending DAS requirements for OHNA to include Tillamook cities and communities.

**Commented [MR6]:** Amending OHCS requirements for OHNA to include Tillamook cities and counties.

available statewide housing equity indicators.

“(2) The indicators shall include, for each city **under section 4, chapter \_\_\_\_, Oregon Laws 2023 (Enrolled House Bill 2001)**, quantifiable data, to the extent that the department can determine, define or estimate it, displaying:

Commented [MR7]: Ditto.

“(a) Housing outcomes, such as cost burden and availability of housing units to own or to rent, and housing condition for various demographics, including race or ethnicity, disability status, English proficiency and age;

“(b) Housing types produced and overall land efficiency of housing production;

“(c) New housing units built to standards, as defined by the Department of Consumer and Business Services by rule, relating to accessibility and visitability;

“(d) Risk of gentrification and displacement;

“(e) Housing segregation by race and income;

“(f) Environmentally just housing outcomes, informed by the environmental justice mapping tool, developed by the Environmental Justice Council under section 12, chapter 58, Oregon Laws 2022;

“(g) Residential tenants who spend more than 50 percent of their household income on gross rent for housing; and

“(h) Other measurable factors or indicators identified by the department.

“**SECTION 7.** If House Bill 2001 becomes law, section 9, chapter \_\_\_\_, Oregon Laws 2023 (Enrolled House Bill 2001), is amended to read:

“**Sec. 9.** (1) The Land Conservation and Development Commission shall adopt rules and amendments to rules related to urbanization as follows:

“(a) **On or before June 30, 2024, adopt a schedule by which cities in Tillamook County shall demonstrate sufficient buildable lands.**

“[(a)] (b) On or before January 1, 2025, to implement ORS 197.290, 197.291, 197.293, 197.319 (4), 197.320 (13) and 197.335 (6); and

“[(b)] (c) On or before January 1, 2026, to implement ORS 197.286 to 197.314, except as provided in paragraph (a) of this subsection.

“(2) In adopting rules under this section, the commission shall prioritize:

“(a) Facilitating and encouraging housing production, affordability and housing choice on buildable lands within an urban growth boundary;

“(b) Providing greater clarity and certainty in the adoption and acknowledgement of housing capacity analyses, urban growth boundary amendments, urban growth boundary exchanges or urban reserves to accommodate an identified housing need;

“(c) Reducing analytical burden, minimizing procedural redundancy and increasing legal certainty for local governments pursuing urban growth boundary amendments, urban growth boundary exchanges or urban reserves where a housing need is identified, especially for smaller cities, consistent with the appropriate protection of resource lands; and

“(d) Supporting coordinated public facilities planning, annexation, and comprehensive plan amendments to facilitate the development of lands brought into an urban growth boundary.

“(3) In adopting rules under subsection (1)(a) of this section, the commission shall:

“(a) Consult with the Housing and Community Services Department, Department of Transportation, Department of Environmental Quality, Department of State Lands, Oregon Business Development Department and Department of Consumer and Business Services;

“(b) Provide clear parameters on the types and extent of actions needed or allowed under ORS 197.290

(3) that are consistent with the technical and resource capacities of varying sizes of local governments; and

“(c) Recognize actions already taken by local governments.

“(4) To avoid interference with current planning activities or to avoid unjust or surprising results, the Land Conservation and Development Commission may postpone, for cities specified by the commission, the applicability of sections 13, 21, 22 or 23, **chapter \_\_\_\_\_, Oregon Laws 2023 (Enrolled House Bill 2001)** [*of this 2023 Act*] and the amendments to ORS 197.286, 197.290, 197.296, 197.297 and 197.303, by sections 12 and 25 to 28, **chapter \_\_\_\_\_, Oregon Laws 2023 (Enrolled House Bill 2001)** [*of this 2023 Act*], until a date that is not later than January 1, 2026.

**“(5) To provide for flexibility and coordination of county resources the commission may adopt any policies or rules necessary to allow cities in Tillamook County to cooperate with the county in fulfilling any of the cities’ duties under ORS 197.286 to 197.314 or coordinating the distribution of any funds to the cities for such purposes.”.**

**Commented [MR8]:** This was my attempt at a catchall to allow DLCD some flexibility to implement these policies with respect to Tillamook cities and to allow the county to coordinate those efforts. I don’t quite know how this will work, but I presume that no one does yet.

## Memorandum of Understanding

Between

Lower Nehalem Community Trust (LNCT) and city of Manzanita (City)

LNCT and City appreciate the value of collaboration to the mutual benefit of both organizations. The restoration and stewardship of wetlands, riparian habitat and coastal forest is a goal we both share. We recognize there are a number of ways in which the organizations can collaborate.

This MOU will formally address the collaboration opportunity with Elk Meadows Park, a City owned parcel stewarded by LNCT for the last five years.

1. LNCT will design, fund and build a walking trail between the upland section of the park and the existing gravel path in the lower part of the park, creating a walking loop for park visitors. The trail will include a low-impact boardwalk of approximately 120 feet crossing the existing marshland which drains south-west to Nehalem Bay. The trail will be completed by Summer 2019.
2. LNCT will contact the Army Corps of Engineers to determine whether a permit is required for the boardwalk across the marsh, and if so acquire it.
3. LNCT will be responsible for maintenance of the trail and stewardship of the park's plantings for a period of 5 years from the date of this MOU, which will be renewable with the consent of both parties.
4. The City will provide a stipend of Eight Hundred Dollars (\$800.00) each year, starting in 2019, to LNCT for labor and materials associated with this work, much of will be performed by volunteers under LNCT staff supervision. Tasks will include trail infrastructure repair and maintenance, Native Plant stewardship, and control of invasive species in the park.
5. The City will negotiate and/or contract with the City of Nehalem water department to supply water, using existing infrastructure, to the park for maintenance of the plantings.

Upon completion of the loop trail, both the City and LNCT will participate in an opening event, and will publicize the park and trail through their networks.

Appreciating the value of collaboration both organizations hope to use this MOU as the foundation for a lasting partnership in the pursuit of the restoration and stewardship of lands in the Lower Nehalem Valley.

Dated: \_\_\_\_\_

Lower Nehalem Community Trust \_\_\_\_\_

City of Manzanita \_\_\_\_\_

MEMORANDUM OF UNDERSTANDING  
CITY OF MANZANITA and the LOWER NEHALEM COMMUNITY TRUST  
RE: ELK MEADOWS PARK

Lower Nehalem Community Trust (LNCT) and the City of Manzanita (City) appreciate the collaboration between the organizations, which has proven to be mutually beneficial. The restoration and continuing stewardship of wetlands, riparian habitat and coastal forest is a goal shared by both LNCT and the City, and we recognize that there are a number of ways in which the organizations can continue and expand this collaboration.

This MOU formally addresses the collaboration opportunity pertaining to Elk Meadows Park (the Park), a City-owned parcel stewarded by LNCT under a previous MOU, and prior to that MOU. This new MOU will remain in effect for 5 years from the date it is signed by both parties, and will be renewable with the consent of both parties. Under this MOU:

1. LNCT will continue to monitor and maintain the trails within the Park, including the chipped and gravel trails in both the upper and lower sections of the Park, as well as the boardwalk.
2. LNCT will be responsible to maintain and steward the Park's native species plantings, as well as the riparian habitat within the Park.
3. Much of the stewardship activity at the Park will be performed by volunteers under the supervision of LNCT staff. Tasks will include trail infrastructure repair and maintenance, native plant stewardship, and control of invasive species.
4. LNCT will continue to conduct volunteer events in the Park and manage community volunteers on various stewardship activities. The City may participate in these activities.
5. The City will conduct mowing in the Park. LNCT and the City will consult, and determine an appropriate schedule for the mowing, and LNCT will monitor conditions at the Park and inform the City if additional mowing is needed.
6. LNCT and the City will participate in an opening event for the completed boardwalk and to publicize the Park and trail through their networks.
7. The City will provide a stipend of two thousand dollars (\$2,000) each year, starting in \_\_\_\_\_, to LNCT for labor, tools, and materials associated with the work completed under this MOU.

The value of this collaboration is appreciated by both organizations, and we intend to use this MOU as the continuing foundation for a growing partnership in the pursuit of the restoration and stewardship of lands in the Manzanita area.

Date: \_\_\_\_\_

Lower Nehalem Community Trust: \_\_\_\_\_

City of Manzanita: \_\_\_\_\_





# City of Manzanita Application for Special Event Permit

Date of request: March 15th, 2023

Person making request: Erin Laskey

Mailing address: 36450 Pacific Palisades PI Nehalem, OR 97131

Phone number: 5038099434 Cel number: \_\_\_\_\_

Organization (if applicable): Manzanita Fourth of July Parade Committee

Type of event: Parade

Date(s): 7/4/23 to \_\_\_\_\_ Hours: 1pm to 2pm

Location: Laneda Avenue and Manzantia Avenue

(check which apply) Public Event:  Private Event:  Charitable:  Profit:   
Non-profit:  Public Property Used:  Private Property Used:

Estimated attendance: 4,500

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: Parade participants

Describe Event Support Staff: Public works and EVCNB

Describe Parking Conditions: no parking on Laneda and Manzanita ave day of event until after 2pm when the parade is finished

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

The parade starts at 1pm, we will have a registration/check in table starting at 10am. Floats and other entries will stage in the under hill plaza field. Cars will be directed to stage on Manzanita avenue headed east. Additional staging on Laurel Avenue for mayor, citizens of the year cars, and color guard. See the attached parade route map for more information about which roads are to be blocked off and the route of the parade itself. We are requesting that the blockades be up for a maximum of 2 hours, however the parade will most likely be finished in 1 hour.



**STAGING**  
Underhill Plaza

**START**

101



# LIQUOR LICENSE APPLICATION

Page 2 of 4

APPLICANT INFORMATION	
Identify the applicants applying for the license. This is the entity (example: corporation or LLC) or individual(s) applying for the license. Please add an additional page if more space is needed.	
Name of entity or individual applicant #1: <b>Jay Vogel</b>	Name of entity or individual applicant #2:
Name of entity or individual applicant #3:	Name of entity or individual applicant #4:

BUSINESS INFORMATION		
Trade Name of the Business (name customers will see): <b>Macgregor's Whiskey Bar</b>		
Premises street address (The physical location of the business and where the liquor license will be posted): <b>387 Laneda Ave.</b>		
City: <b>Manzanita</b>	Zip Code: <b>97130</b>	County: <b>Tillamook</b>
Business phone number: <b>503-702-0385</b>	Business email: <b>Jvogel@mlpub.biz</b>	
Business mailing address (where we will send any items by mail as described in OAR 845-004-0065[1]): <b>P.O. box 443</b>		
City: <b>Manzanita</b>	State: <b>Oregon</b>	Zip Code: <b>97130</b>
Does the business address currently have an OLCC liquor license? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Does the business address currently have an OLCC marijuana license? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

AUTHORIZED REPRESENTATIVE – A liquor applicant or licensee may give a representative authorization to make changes to the license or application on behalf of the licensee or to receive information about a license or application.		
I give permission for the below named representative to: <input type="checkbox"/> Make changes regarding this license/application on my behalf. <input checked="" type="checkbox"/> Receive information about the status of this application, including information about pending compliance action or communications between OLCC and the licensee/applicant.		
Representative Name: <b>Megan Taylor</b>		
Phone number: <b>503-440-1001</b>	Email: <b>Mtaylor@mlpub.biz</b>	
Mailing address: <b>P.O. box 443</b>		
City: <b>Manzanita</b>	State: <b>Oregon</b>	Zip Code: <b>97130</b>

Please note: liquor license applications are public records.

OLCC Liquor License Application (Rev. 2.1.23)

# LIQUOR LICENSE APPLICATION

Page 3 of 4

**APPLICATION CONTACT INFORMATION** – Provide the point of contact for this application. If this individual is not an applicant or licensee, the Authorized Representative section must be filled in and the appropriate permission(s) must be selected.

**Application Contact Name:**

Jay Vogel

Phone number:

503-702-0385

Email:

Jvogel@mlpub.biz

## TERMS

- “Real property” means the real estate (land) and generally whatever is erected or affixed to the land (for example, the building) at the business address.
- “Common area” is a privately owned area where two or more parties (property tenants) have permission to use the area in common. Examples include the walking areas between stores at a shopping center, lobbies, hallways, patios, parking lots, etc. An area’s designation as a “common area” is typically identified in the lease or rental agreement.

## ATTESTATION – OWNERSHIP AND CONTROL OF THE BUSINESS AND PREMISES

- Each applicant listed in the “Application Information” section of this form has read and understands OAR 845-005-0311 and attests that:
  1. At least one applicant listed in the “Application Information” section of this form has the legal right to occupy and control the real property proposed to be licensed as shown by a property deed, lease, rental agreement, or similar document.
  2. No person not listed as an applicant in the “Application Information” section of this form has an ownership interest in the business proposed to be licensed, unless the person qualifies to have that ownership interest waived under OAR 845-005-0311.
  3. The licensed premises at the premises street address proposed to be licensed either:
    - a. Does not include any common areas; or
    - b. Does include one or more common areas; however, only the applicant(s) have the exclusive right to engage in alcohol sales and service in the area to be included as part of the licensed premises.
      - In this circumstance, the applicant(s) acknowledges responsibility for ensuring compliance with liquor laws within and in the immediate vicinity of the licensed premises, including in portions of the premises that are situated in “common areas” and that this requirement applies at all times, even when the business is closed.
  4. The licensed premises at the premises street address either:
    - a. Has no area on property controlled by a public entity (like a city, county, or state); or
    - b. Has one or more areas on property controlled by a public entity (like a city, county, or state) and the public entity has given at least one of the applicant(s) permission to exercise the privileges of the license in the area.

# LIQUOR LICENSE APPLICATION

• Each applicant listed in the "Application Information" section of this form has read and understands OAR 845-006-0362 and attests that:

1. Upon licensure, each licensee is responsible for the conduct of others on the licensed premises, including in outdoor areas.
2. The licensed premises will be controlled to promote public safety and prevent problems and violations, with particular emphasis on preventing minors from obtaining or consuming alcoholic beverages, preventing over-service of alcoholic beverages, preventing open containers of alcoholic beverages from leaving the licensed premises unless allowed by OLCC rules, and preventing noisy, disorderly, and unlawful activity on the licensed premises.

I attest that all answers on all forms and documents and all information provided to the OLCC as a part of this application, are true and complete.

**Jay Vogel**

Print name

Signature

**3/29/23**

Date

Atty. Bar Info (if applicable)

Print name

Signature

Date

Atty. Bar Info (if applicable)

Print name

Signature

Date

Atty. Bar Info (if applicable)

Print name

Signature

Date

Atty. Bar Info (if applicable)



OREGON LIQUOR & CANNABIS COMMISSION  
**LIQUOR LICENSE APPLICATION**

**Instructions**

1. **Complete and sign** this application.
2. Prior to submitting this application to the OLCC, send the completed application to **the local government for the premises address** to obtain a recommendation.
  - If the premises street address is within a city's limits, the local government is the city.
  - If the premises street address is not within a city's limits, the local government is the county.
3. Collect the application from the local government **after** the recommendation has been provided.
4. **Email the application that contains the local government recommendation to [OLCC.LiquorLicenseApplication@Oregon.Gov](mailto:OLCC.LiquorLicenseApplication@Oregon.Gov).**
5. **Do not** include any license fees with your application packet (fees will be collected at a later time). *When it's time to pay the license fee you must pay the full yearly fee for the current license year (the license fee will not be prorated). If you pay in the last quarter of your license year you must also pay the yearly fee for the next license year.*

**License Request Options** - Please see the general definitions of the license request options below:

- **New Outlet:** The licensing of a business that does not currently hold an active liquor license.
- **Change of Ownership:** The request to completely change the licensee of record at a licensed business.
- **Greater Privilege:** The request to replace a Limited On-Premises sales license with a Full On-Premises sales license.
- **Lesser Privilege:** The request to replace a Full On-Premises sales license with a Limited On-Premises sales license.
- **Additional Privilege:** The licensee currently holds an active liquor license at the premises and that same licensee would like to request to add an **additional** different liquor license type at that same premises location.

**Additional Information**

**Applicant Identification:** Please review [OAR 845-006-0301](#) for the definitions of "applicant" and "licensee" and [OAR 845-005-0311](#) to confirm that all individuals or entities with an ownership interest (other than a waivable ownership interest, per OAR 845-005-0311[6]) in the business have been identified as license applicants on this document. If you have a question about whether an individual or entity needs to be listed as an applicant for the license, discuss this with the OLCC staff person assigned to your application.

**Premises Address:** This is the physical location of the business and where the liquor license will be posted.

**Applicant Signature(s):** Each individual listed in the applicant information box on page 2 (entity or individuals applying for the license) must sign the application.

If an applicant listed in the applicant information box on page 2 is an entity (such as a corporation or limited liability company), at least one individual who is authorized to sign for the entity must sign the application.

**Applicant/Licensee Representative(s):** In order to make changes to a license or application or to receive information about a license or application by someone other than the applicant/licensee you must:

- Complete the below Authorized Representative area on page 2 as the applicant/licensee and/or
- Provide a Power of Attorney document showing the permissions allowable on the behalf of the applicant/licensee with this submission

*Please note that applicants/licensees are responsible for all information provided on this form, even if an authorized representative or individual with authority signs on behalf of the applicant.*

For help with this application or any related documents or processes, email [olcc.alcohollicensing@oregon.gov](mailto:olcc.alcohollicensing@oregon.gov).

# LIQUOR LICENSE APPLICATION

Page 1 of 4

Check the appropriate license request option:

New Outlet |  Change of Ownership |  Greater Privilege |  Lesser Privilege |  Additional Privilege

Select the license type you are applying for.

More information about all license types is available [online](#).

## Full On-Premises

- Commercial
- Caterer
- Public Passenger Carrier
- Other Public Location
- For Profit Private Club
- Nonprofit Private Club

## Winery

- Primary location
- Additional locations:  2nd  3rd  4th  5th

## Brewery

- Primary location
- Additional locations:  2nd  3rd

## Brewery-Public House

- Primary location
- Additional locations:  2nd  3rd

## Grower Sales Privilege

- Primary location
- Additional locations:  2nd  3rd

## Distillery

- Primary location
- Additional tasting locations:  2nd  3rd  4th  5th  6th

## Limited On-Premises

## Off Premises

## Warehouse

## Wholesale Malt Beverage and Wine

### INTERNAL USE ONLY

**Local Governing Body:** After providing your recommendation, return this application to the applicant.

### LOCAL GOVERNING BODY USE ONLY

City/County name:

Date application received:

Optional: Date Stamp

- Recommend this license be granted
- Recommend this license be denied

Printed Name

Date





## **COUNCIL ORDINANCE No. 23-1**

### **AN ORDINANCE OF THE CITY OF MANZANITA, OREGON, AN ORDINANCE REPEALING AND REPLACING SECTION 14 OF ORDINANCE 94-6 RELATING TO OVERNIGHT CAMPING IN THE CITY OF MANZANITA.**

**WHEREAS**, A 2018 U.S. 9<sup>th</sup> Circuit of Appeals case *Martin v. Boise* “prohibits the imposition of criminal penalties for sitting, sleeping, or lying outside on public property for homeless individuals who cannot obtain shelter”; and

**WHEREAS**, Oregon House Bill 3115 requires any city law regulating acts of sitting, lying, sleeping or keeping warm and dry outside on public property must be “objectionably reasonable”; and

**WHEREAS**, Oregon House Bill 3115 provided a delayed implementation date of July 1, 2023 ; and

**WHEREAS**, With this ordinance, The City of Manzanita is implementing a time, place, and manner restriction on overnight camping in the City;

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

#### **Section 1. Definitions**

Definitions used in this chapter have the following meanings:

- (1) “Camp” or “camping” means to set up, use, maintain or remain in or at a campsite.
- (2) “Campsite” means any place where one or more persons have established temporary living accommodations by use of camp facilities and/or camp paraphernalia, excluding Recreational Vehicle Parks (as defined in Section 1.030 of Manzanita Ord. 95-4) and recreational licensed campgrounds.
- (3) “Camp facilities” include, but are not limited to, tents, huts, temporary shelters, lean-tos, shacks, or any other structures, trailers, vehicles or parts thereof.
- (4) “Camp Paraphernalia” includes, but is not limited to, tarpaulins, cots, beds, sleeping bags, blankets, mattresses, hammocks, or non-city designated cooking facilities and similar equipment.



- (5) "Park" As used in this ordinance means and includes all the properties controlled by the City and operated as parks available for use of the public.

**Section 2. Camping prohibited in certain places.**

Unless otherwise specifically authorized by the city ordinance or by declaration of the mayor and/or city manager in emergency circumstances, it is a violation for any person to camp in or upon any public property between the hours of 7 a.m. to 9 p.m. Camping is prohibited at all times in the following areas:

- (1) within or upon any Park;
- (2) on streets, roads, highways, bridges, alleys, sidewalks, trails, paths, public easements including planter strips, medians and parking spaces;

**Section 3. Violation—Penalty.**

Any person who is convicted of a violation of any provision of this ordinance shall be subject to a civil fine of not more than \$250 for each offense.

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

Read the second time and adopted by the City Council on \_\_\_\_\_.

Signed by the Mayor on \_\_\_\_\_.

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Deb Simmons, Mayor

ATTEST:

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Leila Aman, City Manager/Recorder



## COUNCIL STAFF REPORT

To: Mayor and City Council

Date Written: March 29,  
2023

Reviewed: Leila Aman, City Manager

From: Dan Weitzel, Public Works Director

Subject: **New Stop Sign at the High Street and Cherry Street Intersection**

---

### **ACTION REQUESTED**

Authorize the installation of a stop sign at the intersection High Street of Cherry Street.

### **ANALYSIS**

City staff have received several complaints about traffic at the intersection of Cherry Street and High Street. On Site inspection of the location confirmed there is limited visibility caused by vegetation and landscaping of the view triangles. Staff believe a stop sign will increase safety at this intersection and recommend that the Council approve the installation of a new stop sign. The west side of the intersection is one way entrance to Cherry Circle. Cherry Circle is within a Homeowners Association (HOA) and it is the responsibility of the HOA to provide proper signage.

### **BUDGET IMPACT**

Stop signs are covered in the Road Budget. Estimated cost is \$60.

### **WORKLOAD IMPACT**

This will take a Utility Worker approximately 30 minutes to install and is part of their regular job duties.

### **STAFF RECOMMENDATION**

Approve a motion to install a stop sign for High St at the intersection of Cherry St.

### **ALTERNATIVES**

Council can choose not to place a stop sign.

### **ATTACHMENTS**

1. Photos of the intersection





→ N





OUTLET  
→

E198201

N



17





N



Version 2-Final Draft

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

A. The Mayor and Council shall appoint ~~two~~ **one** member of Council to lead a committee selection process.

B. Selection Committee Process

- a. Shall include ~~two~~ **one** member of City Council.
- b. Shall include a ~~third~~ **second** member from the existing committee designated by the appointed city councilors.
- c. Shall include the City Manager or designee, as a non-voting member.

~~B. C.~~ The Selection Committee will be charged with reviewing or developing selection criteria for the committee if none exists.

~~C. 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.II(B) who will conduct a selection process as outlined in section 8.II(E).

E. Selection Process

- a. Using criteria established in section 8.II(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. **Upon request, staff shall forward completed applications to any Council member.**
  - 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.

*Note: if the Committee selection is for a Budget Committee appointment see (i) below, otherwise continue.*

- ~~f. A member of the selection committee~~ **The Councilor shall present proposed nomination(s) and a ranked slate of selected candidates, if applicable. The Councilor will discuss a summary of their findings nominees and a ranked list of additional qualified slate of candidates, if any, with the Mayor.**
- g. The Mayor shall make appointment(s) based on the selection committee's recommendation or elect to appoint candidate(s) from **the ranked slate of selected candiditates**. 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.

i. For the Budget Committee, **the Council shall make appointment(s) based on the selection committee's recommendation or elect to make appointment(s) from the slate of selected ranked candidates list.**

F. Removals. All appointed persons may be removed by a majority vote of City Council