



# CITY OF MANZANITA

P.O. Box 129, Manzanita, OR 97130-0129  
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ci.manzanita.or.us

## COUNCIL REGULAR SESSION

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

## AGENDA

August 9, 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/81948589881?pwd=eENjbkFncjI0SIZDT0RTY2duVzFWZz09>

Meeting ID: 819 4858 9881 Passcode: 349453

Call in number: +1 253 215 8782

**If you would like to submit written testimony to the City Council on items included on the agenda, please send your comments to [cityhall@ci.manzanita.or.us](mailto:cityhall@ci.manzanita.or.us) and indicate the agenda item and date of meeting.**

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

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

**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. July 05, 2023, Regular Session
- b. July 12, 2023, Special Session
- c. July 12, 2023, Work Session

**B. Approval of Bills**

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

#### **5. NEW BUSINESS**

- A.** Liquor License - Neah-Kah-Nie-Bistro  
Eisha Castro, Owner
- B.** Liquor License – Manzanita Mudd Dogs  
Michael Mudd, Owner
- C.** Special Event Permit - Muttzanita  
Leila Aman, City Manager
- D.** Financial Advising Services Contract  
Leila Aman, City Manager
- E.** Update on Grants  
Leila Aman, City Manager
- F.** Council Retreat Update  
Linda Kozlowski, Council President
- G.** Code Enforcement Officer Introduction  
Mike Sims, Police Sergeant
- H.** Dark Sky Lighting Discussion  
Brad Mayerle, City Councilor  
Mike Sims, Police Sergeant
- I.** City of Nehalem Emergency Inter Tie Update  
Dan Weitzel, Public Works Director

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

#### **7. ADJOURN (7:45pm)**

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

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



## MEMORANDUM

To: Mayor and City Council

Date Written: August 2, 2023

From: Leila Aman, City Manager

Subject: **August 9, 2023, City Council Regular Session**

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### **5 NEW BUSINESS**

#### **A. LIQUOR LICENSE**

##### **Neah-Kah-Nie Bistro**

Eisha Castro is the new owner of Neah-Kah-Nie Bistro and is requesting approval of an OLCC application for a new liquor license.

#### **B. LIQUOR LICENSE**

##### **MANZANITA MUDD DOGS**

Michale Mudd is requesting approval of an OLCC application for a new liquor license for Mudd Dogs.

#### **C. SPECIAL EVENT PERMIT – MUTTZANITA**

Meghan Ruona, owner of Four Paws is requesting approval of an event permit to hold the annual Muttzanita parade and fundraiser on Laneda.

#### **D. FINANCIAL ADVISING SERVICES CONTRACT**

Staff is requesting a motion by the City Council authorizing the City Manager to execute a Personal Services Agreement with Grand Peaks Consulting for financial advising services in an amount not to exceed \$150,000 for a five-year period. The contract includes language allowing the city to extend the contract in two year increments after the initial 5 years. The scope of work includes development of a budget model that integrates with the city's forecasting model, assistance with meeting the Government Financial Officers Association (GFOA) standards for a Distinguished Budget Presentation Award, assistance in developing financial policies and ongoing financial advising services. Staff conducted an intermediate solicitation for these services.

#### **E. UPDATE ON GRANTS**

The City Manager is requesting a motion from the city council authorizing the city manager to execute a grant agreement with Business Oregon for a brownfields grant. The City received an award from Business Oregon for the hazardous materials abatement and demolition of the two structures on

Underhill Plaza. Staff will also provide an update on other grant applications either submitted or in the works.

**F. COUNCIL RETREAT UPDATE**

Council President Linda Kozlowski will provide an update on the status of the Council Retreat.

**G. CODE ENFORCEMENT OFFICER INTRODUCTION**

Max Halverson has joined the City of Manzanita as its first Code Enforcement Officer. Staff will provide a brief overview of the new position.

**H. DARK SKY LIGHTING**

Staff will provide an overview of the City's current Dark Sky lighting requirements and will help facilitate a discussion with the council on applying a dark sky policy citywide. This is a discussion item only and no decisions will be made.

**I. CITY OF NEHALEM EMERGENCY INTER TIE UPDATE**

The Nehalem City Council passed a motion on Thursday, July 27th 2023 requesting their City Manager work with City of Manzanita to develop a Memorandum of Understanding (MOU) or an Intergovernmental Agreement (IGA) to establish a new emergency inter tie connection between the two cities water systems. Nehalem and Manzanita currently have an emergency inter tie connection located on Hwy 101 near the Covenant Church. This connection does not have a meter and the valve is broken so it is currently inoperable. There is a more efficient option to relocate the inter tie connection to The Promenade and Seamount Way. Staff are recommending this new connection in lieu of repairing the old on Highway 101. This alternative location will be much more efficient and cost effective.

Emergency inter tie connections are common between water systems and can only be activated by state approval during an emergency. The MOU/IGA will address what defines a water emergency, procedures for use, and cost. Permits and approval will be required by Tillamook County Public Works and Oregon Drinking Water Services. The City of Nehalem will coordinate with Manzanita Public Works on the design and engineering of the inter tie. Manzanita Public Works will construct the improvement and costs will be shared by both cities. The cost of the project can be covered with budgeted resources.

Staff are requesting that the City Council authorize the City Manager and the Public Works Director to work with the City of Nehalem to develop a plan to relocate the connection to the intersection of The Promenade and Seamount Way and negotiate the terms of the MOU/IGA for the inter tie connection. If the

Council authorizes staff to proceed with this project the final MOU or IGA will be brought before the City Council for review and approval.

CITY OF MANZANITA  
July 5, 2023  
CITY COUNCIL REGULAR SESSION

**1. CALL TO ORDER:** The meeting was called to order on July 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, Police Officer John Garcia, and Assistant City Recorder Nancy Jones. Staff Present via Zoom: Accounting Manager Nina Crist, Public Works Director Dan Weitzel, and Development Services Manager Scott Gebhart. Panelists present: David McCall Tillamook County Solid Waste Program Manager, and Eric Kammerer Yolc Restaurant Owner.

**2. AUDIENCE PARTICIPATION:** There were 31 people in attendance, 26 attended via zoom, 52 attended via website. There were three public comments.

**3. CONSENT AGENDA:**

A. APPROVAL OF MINUTES –

- a. June 02, 2023, Budget Committee Workshop
- b. June 07, 2023, City Council Regular Session
- c. June 14, 2023, City Council Special Session & Budget Hearing
- d. June 14, 2023, City Council Work Session

**A motion was made by Kozlowski, seconded by Mayerle, to approve the consent agenda that included approval of the June 02, 2023 Budget Committee Workshop Minutes; June 07, 2023 Regular Session Minutes; June 14, 2023 Special Session & Budget Hearing Minutes; June 14, 2023 Work Session Minutes; Motion passed unanimously.**

B. APPROVAL OF BILLS FOR PAYMENT

**A motion was made by Kozlowski, seconded by Edginton, to approve the consent agenda that approved 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 shared the following information :

- The sale of Old City Hall is scheduled to close on August 7, 2023.
- The design of New City Hall is underway.

- The process has begun to demo the two buildings on Underhill Plaza. It is hoped to save some materials from the Schoolhouse.
- Senate Bill 406 has passed. The city will start the process of updating the Comprehensive Plan regarding middle housing.
- Nan Devlin will hold a meeting on Way Finding. This will be scheduled for August.
- Nan Devlin will hold a Grant Writing workshop for local businesses. This will be scheduled for September.
- The Planning Commission will be talking about the Transportations System Plan at the July meeting.

## **5. NEW BUSINESS:**

### **A. Recycling Update – David McCall Solid Waste Program Manager**

Council President Linda Kozlowski introduced David McCall, shared his accomplishments, and announced that he will be the new City Manager for Bay City Oregon. David McCall spoke about the history of the recycling industry and communicated the process of sorting recycling from contaminated garbage, source separation and the process for cleaning contamination to prepare it to sell. He identified items that will be added to the recycling list effective 7/1/25 and explained that manufacturers are responsible for paying the cost of setup for their products to be recycled. McCall said that local jurisdiction needs to decide how to collect recycling materials and he shared three types of curbside collection systems and explained the costs.

### **B. Fourth of July Update – Chief of police Erik Harth & Councilor Brad Mayerle**

Chief of Police Erik Harth announced that Officer Mike Sims has been promoted to Sergeant and a contingent offer has been presented to someone for the open Code Enforcement position pending a background check. He said that the parade went very well and communicated that there were a lot of helpful volunteers. He stated that there were issues with some unsupervised teenage gatherings in a few vacation homes and reported that officers spent time on the beach trying to control the issue of illegal fireworks.

Councilor Brad Mayerle spoke about the parade and stated that this was his first year assisting in its planning. He thanked Chief Harth and the Public Works Department for their help. He said that Erin Laskey did a great job with organizing the parade and thanked Leila for working out the insurance issues. Mayerle reported that people seemed happy and were respectful of the roadblocks. The parade team of volunteers will have a follow up meeting and put a playbook together for next year.

### **C. Special Event Permit, Shipwrecked – Chief of Police Erik Harth**

City Manager Leila Aman explained the process for a special event permit for requests to use city property. Since the requestor of this event was not present at the meeting, she shared information about the request. This is a “for-profit” event that plans to serve alcohol and is requesting that Laneda be closed during the event. Chief of Police Erik Harth and the Councilors spoke of concerns with this event. It was decided that these types of events would need the

support of all impacted local businesses to proceed. The council will need to decide on a policy or procedure on how to handle similar future event requests. Procedures need to be decided for event requests that plan to serve alcohol in public and will be placed on an agenda for a future work session.

Allowed for public comment: There were four public comments.

**A motion was made by Kozlowski to deny the Shipwrecked Special Event Permit. Seconded by Mayerle; Motion to deny was unanimous.**

**D. Liquor License Application – Owner Eric Kammerer**

Eric Kammerer shared that he and a partner have purchased the Yolk restaurant and are requesting a liquor license for the establishment.

Allowed for public comment: There was one public comment.

**A motion was made by Mayerle to accept the OLCC Application for the Yolk Restaurant. Seconded by Kozlowski; Motion passed unanimously.**

**E. Hazardous Materials Consulting Contract – City Manager Leila Aman**

City Manager Leila Aman requested the council to authorize her to hire a consultant for services of abatement design of the buildings on Underhill Plaza. She requested a contract authorizing up to \$39,763.00. It is planned to hire a company in September to complete the abatement task.

**A motion was made by Kozlowski to authorize the City Manager to enter into a contract with G2 Consulting for abatement design, not to exceed \$39,763.00. Seconded by Edginton; Motion passed unanimously.**

**F. Transportation System Plan – Request to begin Post Adoption Plan Amendment Process – City Manager Leila Aman**

City Manager Leila Aman requested authorization for the city to begin the Post Acknowledgement Plan Amendment process of the Transportation Systems Plan (TSP), to replace policies in Goal 12 of the Comprehensive Plan and to adopt the TSP. The city is required by law to notice a public hearing for the proposed adoption at least 35 days in advance. The TSP has been finalized and the adoption draft has been posted on the city's website. It is anticipated that a public hearing on the adoption of the TSP and recommended text amendments to the Comprehensive Plan will be held during the September City Council meeting.

**A motion was made by Edginton to authorize staff to move forward with the notice process and to hold a public hearing. Seconded by Spegman; Motion passed unanimously.**



**G. Housing Planning Grant Request – City Manager Leila Aman**

City Manager Leila Aman requested the city council approve Resolution 23-18, authorizing the City Manager to apply for a housing planning assistance grant. She stated that House Bill 406 has passed, and the city will need to update the Comprehensive Plan to be in compliance with these rules by July 2025. This grant would supplement the funding that the city has already allocated for the update.

**A motion was made by Kozlowski to accept Resolution 23-18, Authorizing the City Manager to Apply for a Housing Planning Assistance Grant from the Department of Land Conversation and Development to Implement Requirements Set Forth in ORS 197.758. Seconded by Edginton; Motion passed unanimously.**

**6. OLD BUSINESS:**

**A. Abandoned Vehicle 470 North Street – Police Chief Erik Harth**

Police Chief Erik Harth spoke about the history of an abandoned 98 van on 470 North St. A few years ago, the vehicle was left on the property and the last city council decided to abate the property. Currently the city is storing the vehicle until the title and paperwork is sorted out by the towing company and they will remove it at that time.

**B. Ordinance 23-02 Authorizing the Imposition of System Development Charges and Repealing Ordinance 91-4 – Second Reading - City Manager Leila Aman**

City Manager Leila Aman asked the city council to approve the second reading of Ordinance 23-02. If approved, it will go into effect 30 days from the date of the second reading.

**A motion was made by Mayerle to accept the Second Reading of Ordinance #23-02 Authorizing the Imposition of System Development Charges and Repealing Ordinance 91-04. Seconded by Spegman; Motion passed unanimously.**

**C. Water Rate Increase Resolution – Public Works Director Dan Weitzel**

Public Works Director Dan Weitzel asked the city council to approve Resolution 23-19, Amending the Water Service Rate Schedule. He stated that there hasn't been an increase in the water rate fee structure since 2014. The city has effectively been running at a loss and covering the inflation rate increase. Billing will remain quarterly and meter reading will be performed once a month.

Allowed for public comment: There was one public comment.

**A motion was made by Spegman to accept Resolution 23-19, Amending the Water Service Rate Schedule. Seconded by Kozlowski; Motion passed unanimously.**

**7. COUNCIL REPORTS:** Council members took turns sharing information and updates of what they were involved in for the month.

**8. INFORMATION AND ADJOURN:**

Manzanita Municipal Court will be held June 16, 2023, and continues to remain closed to the public.

**Mayor Simmons adjourned the meeting at 8:21PM.**

**MINUTES APPROVED THIS  
9<sup>th</sup> Day of August, 2023**

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Deb Simmons, Mayor

Attest:

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Leila Aman, City Manager

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

**1. CALL MEETING TO ORDER:** The meeting was called to order on July 12, 2023, at 4:00pm via Zoom by Council President Linda Kozlowski.

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

**2. Land Use Hearing – Appeal of Manzanita Lofts Planned Unit Development:**

Council President Linda Kozlowski stated that Vito Cerelli has appealed the Planning Commission Committee’s decision to deny the application for a Planned Unit Development for Manzanita Lofts. She said that today’s meeting is to discuss the options of public hearing and to decide the process that city council chooses to review this application. She read the four options as per MZO 10.170.

**A motion was made by Spegman to conduct the appeal hearing as an On Record Review; Option A. Restricted to the Record made on the decision being appealed. Motion was Seconded by Edginton: Motion passed unanimously.** Mayor Deb Simmons has recused herself by advice from the city attorney. On the basis that she gave public testimony about the wetlands issue with this development and signed a petition. Councilor Brad Mayerle has recused himself by advice from the city attorney. On the basis that he gave public testimony about this as a candidate for city council.

July 26<sup>th</sup> at 9am – Appeal Hearing

July 28<sup>th</sup> at 10am – Decision

**3. Adjourn:** Council President Linda Kozlowski adjourned the meeting at 4:06am.

**MINUTES APPROVED THIS**  
**9<sup>th</sup> Day of August, 2023**

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

Attest:

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

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

**1. CALL MEETING TO ORDER:** The meeting was called to order on July 12, 2023, at 2:00pm via Zoom by Mayor Deb Simmons.

**ROLL:** Members present: Deb Simmons, Linda Kozlowski, Jerry Spegman, Jenna Edginton and Brad Mayerle. Staff present: City Manager Leila Aman, Short Term Program Rental Manager Judy Wilson, and Assistant City Recorder Nancy Jones. Panelist present: Jill Goldsmith with Workplace Solutions NW, and Karen Reddick-Yurka Planning Commission Chair

~~**2. Nehalem Bay State Park Update:** Oregon Parks and Recreation Park Manager Ben Cox~~  
This item was moved to the August 16<sup>th</sup> Work Session.

**3. Retreat Discussion:** Council President Linda Kozlowski  
Council President Linda Kozlowski said that the purpose of a retreat is to figure out how to work together and to build a collaborative relationship between councilors. She reported that last year's retreat was productive and stated that it was agreed to schedule another retreat mid-year to revisit how to best work together. Kozlowski introduced Jill Goldsmith with Workplace Solutions NW and listed her achievements. Jill Goldsmith shared what her role will be to assist council members with conflict resolution. She explained the process and shared examples of working through conflict barriers. Goldsmith will begin by meeting with council members and the city manager individually in a confidential setting. She will then summarize the issues to help the council move through barriers and help them establish agreements at an upcoming retreat. The retreat will be scheduled towards the end of August. It will be determined prior to the meeting if it will be open to the public.

**4. Planning Commission By-Laws Discussion:** Mayor Deb Simmons  
Mayor Deb Simmons led a discussion about the possibility of adding By-Laws to expand the scope of the Planning Commission. She referred to Ordinance-66 and shared the definition of a By-Law.

Planning Commission Chair Karen Redding Yurka said that the planning commission work is dependent on development applications and they do not currently have an annual work plan. She voiced that the city has changed a lot over the past ten to fifteen years and declared the need to update the city's zoning Ordinances. She stated that the planning Commission has a tremendous amount of work ahead of them with ongoing development decisions and with plans to update the Comprehensive Plan.

City Manager Leila Aman stated that a community engagement process will be a major part of the Comprehensive Plan update. Aman said that working through Ordinance Amendments takes a lot of time and effort and she shared a series of steps that will revise the current Comprehensive Plan. The Planning Commission will provide feedback on the Comprehensive Plan update and will make recommendations to the City Council for adoption. She said that with the passing of senate bill 406, the city will need to revise the residential portions of the zoning ordinance to be in compliance with state law. Following the revision of the Comprehensive Plan, Aman recommended that the Planning Commission conduct a periodic review every 3 to 5 years to verify what is still relevant and to process housekeeping amendments annually. There will be a Planning Commission Comprehensive Plan training on August 21 at 4pm.

**5. Adjourn:** Mayor Simmons adjourned the meeting at 3:19pm.

Information:

1. Conversations with Councilors: Discussion focus will be Short-Term Rentals.  
July 18<sup>th</sup> at 10am & July 27<sup>th</sup> at 2pm – 90-minute sessions at the library

2. Mayor Mondays: 10:30am- 11:30am at the library

**MINUTES APPROVED THIS  
9<sup>th</sup> Day of August 2023**

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Deb Simmons, Mayor

Attest:

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Leila Aman, City Manager





## BILLS FOR APPROVAL OF PAYMENT

From 07/01/2023 - 7/31/2023

VENDOR	TOTAL	ADMIN	POLICE	BLDG	COURT	PARKS	CH EXP	ROADS	Visitors Center	WATER
PACIFIC OFFICE (POSTAGE & COPIER)	\$248.04	\$213.54								\$34.50
RHINO ONE (GEOTECHNICAL SERVICES)	\$926.00						\$926.00			
RTI (PHONE SERVICE)	\$491.40	\$95.70	\$97.25							\$298.45
SHELDON OIL CO. (FUEL)	\$1,147.10		\$635.95	\$54.15		\$22.85		\$114.25		\$319.90
STAPLES (OFFICE EQUIP & SUPPLIES)	\$401.25	\$164.28	\$236.97							
STATE OF WASHINGTON (RECORDS REQUEST)	\$0.20				\$0.20					
SWEET SEPTIC (PORTABLE TOILETS)	\$460.00								\$460.00	
THE DATA CENTER (WATER BILLINGS)	\$1,277.41									\$1,277.41
TILL CO PAYABLE (FINES & ASSESSMENTS)	\$336.00				\$336.00					
TILLAMOOK PUD (ELECTRIC SERVICE)	\$3,713.08	\$118.47	\$128.65			\$93.78	\$46.82	\$609.00	\$68.45	\$2,647.91
TRAFFIC SAFETY SUPPLY (MATERIALS & SUPPLIES)	\$1,150.00							\$1,150.00		
US BANK (CITY VISA)	\$4,117.03	\$559.13		\$53.98				\$39.56	\$299.37	\$3,164.99
US BANK TRUST (WATER BOND ADMIN FEE)	\$800.00									\$800.00
VERIZON (TELEPHONE)	\$1,180.17	\$294.58	\$344.36	\$114.98					\$64.99	\$361.26
ZUMAR IND. (MATERIALS & SUPPLIES)	\$3,805.15							\$3,805.15		
<b>TOTALS</b>	<b>\$205,996.38</b>	<b>\$55,859.23</b>	<b>\$15,306.95</b>	<b>\$533.03</b>	<b>\$5,163.64</b>	<b>\$1,863.18</b>	<b>\$16,546.14</b>	<b>\$15,247.60</b>	<b>\$1,680.26</b>	<b>\$93,796.35</b>

\*Annual premium for auto, property/liability insurance



# LIQUOR LICENSE APPLICATION

Page 1 of 4

Check the appropriate license request option:

New Outlet |  Change of Ownership |  Greater 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

## LOCAL GOVERNMENT USE ONLY

LOCAL GOVERNMENT:

**After providing your recommendation, return this application to the applicant WITH the recommendation marked below**

City/County name:

(Please specify city or county)

Date application received:

Optional: Date Stamp Received Below

**RECEIVED**  
**JUN 30 2023**  
**CITY OF MANZANITA**

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

Neah-Kah-Nie Bistro

Trade Name

# 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: Eisha Castro	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): Neah-Kah-Nie Bistro		
Premises street address (The physical location of the business and where the liquor license will be posted): 519 Laneda Ave		
City: Manzanita	Zip Code: Oregon	County: Tillamook
Business phone number: 503-368-2722	Business email: nknbistro@gmail.com	
Business mailing address (where we will send any items by mail as described in OAR 845-004-0065[1]): PO Box 1032		
City: Manznita	State: Oregon	Zip Code: 97130
Does the business address currently have an OLCC liquor license? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Does the business address currently have an OLCC marijuana license? <input type="checkbox"/> Yes <input 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 type="checkbox"/> Sign application forms regarding this license/application on my behalf.		
<input 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:		
Phone number:	Email:	
Mailing address:		
City:	State:	Zip Code:

# 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:**  
Eisha Castro

**Phone number:**  
503-354-7294

**Email:**  
nknbistro@gmail.com

## 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.

Neah-Kah-Nie Bistro

# LIQUOR LICENSE APPLICATION

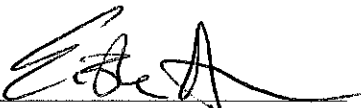
Neah-Kah-Nie Bistro

Page 4 of 4

• Each applicant listed in the "Application Information" section of this form has read and understands OLCC 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.

Eisha Alan Castro		6/23/23	
_____ 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)
_____ Print name	_____ Signature	_____ Date	_____ Atty. Bar Info (if applicable)

# 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

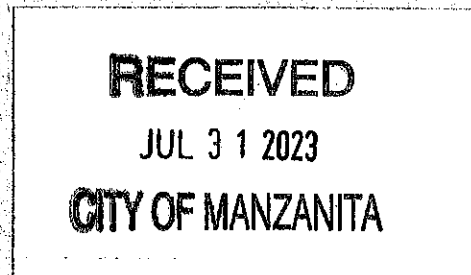
## INTERNAL USE ONLY

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

## LOCAL GOVERNING BODY USE ONLY

City/County name:

Optional: Date Stamp



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

Printed Name

Date

# 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>Mudd LLC</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>Manzanita Mudd Dogs</b>		
Premises street address (The physical location of the business and where the liquor license will be posted): <b>58 Laneda Ave.</b>		
City: <b>Manzanita</b>	Zip Code: <b>97130</b>	County: <b>Tillamook</b>
Business phone number: <b>503-577-6112</b>	Business email: <b>Manzanitamudddogs@Gmail.com</b>	
Business mailing address (where we will send any items by mail as described in OAR 845-004-0065[1]): <b>PO Box 1078</b>		
City: <b>Manzanita</b>	State: <b>OR</b>	Zip Code: <b>97130</b>
Does the business address currently have an OLCC liquor license? <input type="checkbox"/> Yes <input checked="" 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.		
<b>I give permission for the below named representative to:</b>		
<input checked="" 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>Michael Mudd</b>		
Phone number: <b>503-577-6112</b>	Email: <b>ManzanitaMuddDogs@gmail.com</b>	
Mailing address: <b>PO Box 1078</b>		
City: <b>Manzanita</b>	State: <b>OR</b>	Zip Code: <b>97130</b>

Please note: liquor license applications are public records.

OLCC Liquor License Application (Rev. 10.18.22)

# 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:**

Michael Mudd

Phone number:

503-577-6112

Email:

Talktomudd@gmail.com

## 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

Page 4 of 4

• 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.

Michael Mudd



11-23-2022

Print name

Signature

Date

Atty. Bar Info (if applicable)

Brad Mudd



11-23-2022

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 CONTROL COMMISSION  
**INDIVIDUAL HISTORY FORM**

1. Name (Print):	Mudd	Michael	James
	Last	First	Middle
2. Other names used (maiden, other):			
3. Do you have a Social Security Number (SSN) issued by the United States Social Security Administration? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, you must list your SSN: 540-23-1208			
<b>SOCIAL SECURITY NUMBER DISCLOSURE:</b> As part of your application for an initial or renewal license, Federal and State laws require you to provide your Social Security Number (SSN) to the Oregon Liquor Control Commission (OLCC) for child support enforcement purposes (42 USC § 666(a)(13) & ORS 25.785). If you are an applicant or licensee and fail to provide your SSN, the OLCC may refuse to process your application. Your SSN will be used only for child support enforcement purposes unless you indicate below.			
Based on our authority under ORS 471.311 and OAR 845-005-0312(6), we are requesting your <u>voluntary consent</u> to use your SSN for the following administrative purposes only: to match your license application to your Alcohol Server Education records (where applicable), and to ensure your identity for criminal records checks. OLCC will not deny you any rights, benefits or privileges otherwise provided by law if you do not consent to use of your SSN for these administrative purposes (5 USC § 552(a).			
4. Do you consent to the OLCC's use of my SSN as described above? Check this box: <input checked="" type="checkbox"/>			
5. Date of Birth (DOB):	10	29	1975
	(mm)	(dd)	(yyyy)
6. Driver License or State ID #: 5259272			7. State OR
8. Contact Phone: 503-577-6112			
9. E-mail Address: Talktomudd@gmail.com			
10. Mailing Address:	16174 SW 108th Ave. Unit 173	Tigard	OR 97224
	(Number and Street)	(City)	(State) (Zip Code)
11. In the past 10 years, have you been convicted of a felony or a misdemeanor in a U.S. state outside of Oregon? No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> (if yes, explain in the space provided, below) Unsure <input type="checkbox"/> Choose this option and provide an explanation if, for example: you were arrested or went to court, but are unsure of whether there was a conviction; you paid a fine or served probation or parole, but are unsure of whether there was a conviction; or if you know you had a conviction, but you are unsure of whether the conviction has been removed from your record, etc.			



OREGON LIQUOR CONTROL COMMISSION  
**INDIVIDUAL HISTORY FORM**

12. Do you, or any entity that you are a part of, **currently hold** or **have you previously held** a recreational marijuana license in Oregon? (Note: marijuana worker permits are not marijuana licenses.)

No  Yes  Please list licenses (and year(s) licensed) below    Unsure  Please include an explanation:

13. Do you, or any entity that you are a part of, hold an alcohol license in a U.S. state outside of Oregon?

No  Yes  Please list licenses (and year(s) licensed) below    Unsure  Please include an explanation:

14. Do you or any entity that you are a part of, have any other liquor license applications pending with the OLCC?

No  Yes  Please list applications below    Unsure  Please include an explanation:

You must sign your own form (electronic signature acceptable). Another individual, such as your attorney or an individual with power of attorney, **may not** sign your form.

**Affirmation**

Even if I receive assistance in completing this form, I affirm by my signature below, that my answers on this form are true and complete. I understand the OLCC will use the above information to check my records, including but not limited to my criminal history. I understand that if my answers are not true and complete, the OLCC may deny my license application.

Name (Print):	Mudd Last	Michael First	James Middle
Signature:			Date: 11/23/22

**This box for OLCC use ONLY**

no Does the individual currently hold, or has the individual previously held, an OLCC- issued liquor license?



OREGON LIQUOR CONTROL COMMISSION  
**INDIVIDUAL HISTORY FORM**

1. Name (Print):	Mudd Last	Bradley First	Allan Middle
2. Other names used (maiden, other):			
3. Do you have a Social Security Number (SSN) issued by the United States Social Security Administration? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, you must list your SSN: 540-02-2373			
<b>SOCIAL SECURITY NUMBER DISCLOSURE:</b> As part of your application for an initial or renewal license, Federal and State laws require you to provide your Social Security Number (SSN) to the Oregon Liquor Control Commission (OLCC) for child support enforcement purposes (42 USC § 666(a)(13) & ORS 25.785). If you are an applicant or licensee and fail to provide your SSN, the OLCC may refuse to process your application. Your SSN will be used only for child support enforcement purposes unless you indicate below.  Based on our authority under ORS 471.311 and OAR 845-005-0312(6), we are requesting your <u>voluntary consent</u> to use your SSN for the following administrative purposes only: to match your license application to your Alcohol Server Education records (where applicable), and to ensure your identity for criminal records checks. OLCC will not deny you any rights, benefits or privileges otherwise provided by law if you do not consent to use of your SSN for these administrative purposes (5 USC § 552(a).			
4. Do you consent to the OLCC's use of my SSN as described above? Check this box: <input checked="" type="checkbox"/>			
5. Date of Birth (DOB):	11 (mm)	29 (dd)	1965 (yyyy)
6. Driver License or State ID #: 3685147			7. State OR
8. Contact Phone: 503-999-2273			
9. E-mail Address: BradMudd@hotmail.com			
10. Mailing Address:	4286 Great Plains Dr. (Number and Street)	Salem (City)	OR 97305 (State) (Zip Code)
11. In the past 10 years, have you been convicted of a felony or a misdemeanor in a U.S. state outside of Oregon? No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> (If yes, explain in the space provided, below) Unsure <input type="checkbox"/> Choose this option and provide an explanation if, for example: you were arrested or went to court, but are unsure of whether there was a conviction; you paid a fine or served probation or parole, but are unsure of whether there was a conviction; or if you know you had a conviction, but you are unsure of whether the conviction has been removed from your record, etc.			



OREGON LIQUOR CONTROL COMMISSION  
**INDIVIDUAL HISTORY FORM**

12. Do you, or any entity that you are a part of, currently hold or have you previously held a recreational marijuana license in Oregon? (Note: marijuana worker permits are not marijuana licenses.)

No  Yes  Please list licenses (and year(s) licensed) below    Unsure  Please include an explanation:

13. Do you, or any entity that you are a part of, hold an alcohol license in a U.S. state outside of Oregon?

No  Yes  Please list licenses (and year(s) licensed) below    Unsure  Please include an explanation:

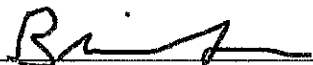
14. Do you or any entity that you are a part of, have any other liquor license applications pending with the OLCC?

No  Yes  Please list applications below    Unsure  Please include an explanation:

You must sign your own form (electronic signature acceptable). Another individual, such as your attorney or an individual with power of attorney, **may not** sign your form.

**Affirmation**

Even if I receive assistance in completing this form, I affirm by my signature below, that my answers on this form are true and complete. I understand the OLCC will use the above information to check my records, including but not limited to my criminal history. I understand that if my answers are not true and complete, the OLCC may deny my license application.

Name (Print):	Mudd Last	Bradley First	Allan Middle
Signature:			Date: 11/23/22

This box for OLCC use ONLY

\_\_\_\_\_ Does the individual currently hold, or has the individual previously held, an OLCC- issued liquor license?



OREGON LIQUOR CONTROL COMMISSION
BUSINESS INFORMATION

Please Print or Type

Applicant Name: Mudd LLC Phone: 503-577-6112

Trade Name (dba): Manzanita Mudd Dogs

Business Location Address: 58 Laneda Ave

City: Manzanita ZIP Code: 97130

DAYS AND HOURS OF OPERATION

Business Hours:

Sunday 7AM to 6PM
Monday 7AM to 6PM
Tuesday to
Wednesday 7AM to 6PM
Thursday 7AM to 6PM
Friday 7AM to 6PM
Saturday 7AM to 6PM

Outdoor Area Hours:

Sunday 7 AM to 6 PM
Monday 7 AM to 6 PM
Tuesday to
Wednesday 7 AM to 6 PM
Thursday 7 AM to 6 PM
Friday 7 AM to 6 PM
Saturday 7 AM to 6 PM

The outdoor area is used for:

- Food service Hours: 7AM to 6PM
Alcohol service Hours: 12:00 PM to 6PM
Enclosed, how Gate/Rock Wall

The exterior area is adequately viewed and/or supervised by Service Permittees.
Investigator's Initials: M. M

Seasonal Variations: Yes No If yes, explain: April to September

ENTERTAINMENT

Check all that apply:

- Live Music Karaoke
Recorded Music Coin-operated Games
DJ Music Video Lottery Machines
Dancing Social Gaming
Nude Entertainers Pool Tables
Other:

DAYS & HOURS OF LIVE OR DJ MUSIC

Sunday to
Monday to
Tuesday to
Wednesday to
Thursday to
Friday to
Saturday to

SEATING COUNT

Restaurant: Outdoor: 40
Lounge: Other (explain):
Banquet: Total Seating: 40

OLCC USE ONLY
Investigator Verified Seating: (Y) (N)
Investigator Initials:
Date:

I understand if my answers are not true and complete, the OLCC may deny my license application.

Applicant Signature: Date: 11-23-2022



## City of Manzanita Application for Special Event Permit

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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**PROFESSIONAL SERVICES AGREEMENT**  
**Between**  
**CITY OF MANZANITA**  
**and**  
**GRAND PEAKS CONSULTING AND ACCOUNTING**

This Professional Services Agreement ("Agreement") is made by and between the City of Manzanita, a municipal corporation of the State of Oregon ("City") and Grand Peaks Consulting and Accounting ("Consultant"), for design and engineering services. The parties agree as follows:

**CONSULTANT DATA**

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

**Full Business Name:** Grand Peaks Consulting and Accounting  
**Address:** 1540 Main Street, Suite 218/283  
**City, State, ZIP:** Windsor, CO 80550  
**Business Telephone:** 720.635.4331  
**E-mail:** bonnie@grandpeaksco.com

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

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

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

## TERMS AND CONDITIONS

### 1. General Project and Agreement Information.

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

### 2. Consultant's Duties.

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



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

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

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

#### 4. City's Duties.

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

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

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

#### 7. Term and Termination.

- a. Start and End Dates. This Agreement becomes effective on the date of the last authorized signature below. Unless earlier terminated as provided below, this Agreement shall continue through June 30, 2028 with an option to extend the term by two year increments if provided for in writing by the city to the Consultant. The amount of the contract including extensions may not exceed \$150,000.
- b. Unilateral. City may terminate this Agreement in writing at any time for its convenience. If City terminates for convenience, Consultant may invoice City and City shall pay all undisputed invoice(s) for Services performed until City's notice of termination.

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

## 8. Payments.

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

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

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

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

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

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

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

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

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

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

## 11. Other Provisions.

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

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

**City**  
 Leila Aman  
 City Manager  
 City of Manzanita  
 PO Box 129  
 Manzanita, OR 97131

**Consultant**  
 Bonnie Dennis  
 Principal Owner  
 Grand Peaks Consulting  
 1540 Main Street, Suite 218/283  
 Windsor, CO 80550

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

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

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

**CONSULTANT**

Grand Peaks Consulting and Accounting

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Bonnie Dennis, Principal Owner

**CITY**

City of Manzanita

\_\_\_\_\_  
 Signature

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

---

Date of Signature

---

Date of Signature

DRAFT



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

**A. COMPENSATION**

City will pay the Consultant for the Services a not-to-exceed fee of \$150,000. Tasks will be billed at an hourly rate of \$125/hour. The proposed rate will increase on January 1 of each subsequent year, either based on the Consumer Price Index (CPI) or by 6%, whichever is greater.

**B. PAYMENT METHOD**

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

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

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

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

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

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

<u>Coverage</u>	<u>Limit</u>
Combined Single Limit	\$1,000,000
General Aggregate	\$1,000,000

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

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

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

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

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

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

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

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

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

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

1. Budget Workbook and Forecast Model

Consultant will develop a budget model using Microsoft Excel. The model will be designed as a workbook with separate tabs for each fund and department to organize important calculations and assumptions. To ensure accuracy and check figures will be included and trainings on how to use the workbook will be conducted with key staff. The individual fund summaries will be consolidated into a comprehensive citywide summary providing a complete overview. The model will be structured to facilitate seamless integration into the final budget document and forecast model.

2. Budget Development Assistance

Provide assistance in creating a budget and a budget document that meets the requirements of the Governmental Financial Officers Association (GFOA) standards and best practices as a basis for obtaining the Distinguished Budget Presentation Award.

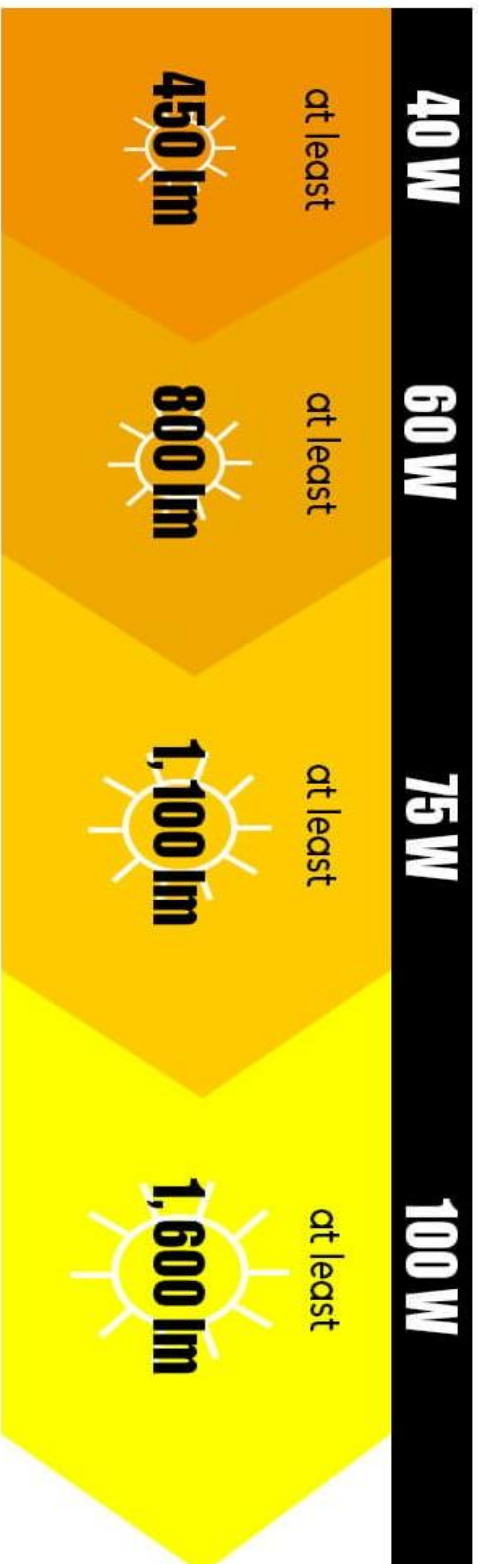
3. Financial Policies

A comprehensive set of financial policies will be developed to cater to the specific requirements of the city, while also adhering to established GFOA best practices and Generally Accepted Accounting Principles (GAAP). These policies will be carefully drafted with stakeholders and presented to the Budget Committee and City Council for their consideration and ultimate adoption.

4. Ongoing Technical Support

On call support to staff to help with any ad hoc projects such as audit preparation and review of audit findings, guiding and mentoring staff on technical accounting items.

# HOW MANY LUMENS TO REPLACE MY BULB?



W = Watts  
lm = Lumens

**STANPARD®**

# Light Pollution is destroying our night....

...but YOU can make a difference.

Photo by Jim Richardson



## What is Light Pollution?

Most of us are familiar with air, water and land pollution, but did you know that light can also be a pollutant?

The inappropriate or excessive use of artificial light – known as light pollution – can have serious environmental consequences for humans, wildlife and our climate.

By joining IDA you help us protect our planet, save billions of dollars in wasted energy and connect future generations to starry skies.



## Light Pollution is Reversible!



A stunning example of the effects of light pollution. Photos taken before and during the 2003 Northeast blackout, a massive power outage affecting 55 million people. Photos by Todd Carlson.

## Take Action!

### Light Pollution affects us all. 5 ways you can make a difference!

1. Install lighting only when and where it's needed.
2. Use energy saving features such as timers, dimmers and motion sensors on outdoor lights.
3. Make sure your lighting is shielded so light shines down, not up. Encourage good lighting at your workplace, too.
4. Educate your friends and neighbors about the importance of good lighting for our health, economy and environment.
5. Join IDA and visit [darksky.org](http://darksky.org) for more information and free resources.



## About IDA

The International Dark Sky Association, a 501 (c)(3) nonprofit organization based in Tucson, Ariz., is dedicated to preserving the natural nighttime environment by educating policymakers and the public about night sky conservation and promoting eco-friendly outdoor lighting.

### Our Mission

To preserve and protect the nighttime environment and our heritage of dark skies through environmentally responsible outdoor lighting.

### Our Goals

- Advocate for the protection of the night sky
- Educate the public and policymakers about night sky conservation
- Promote eco-friendly outdoor lighting
- Empower the public with tools and resources to help bring back the night



INTERNATIONAL DARK-SKY ASSOCIATION

International Dark-Sky Association  
5049 E. Broadway Blvd., Ste. 105  
Tucson, AZ 85711 USA  
[darksky.org](http://darksky.org) [contact@darksky.org](mailto:contact@darksky.org)  
+1-520-293-3198

# Protecting night skies for present and future generations



INTERNATIONAL DARK-SKY ASSOCIATION

# 5 Ways Light Pollution Hurts our Planet

*Artificial light not only prevents city dwellers from seeing the stars, it also harms the environment and human health.*



## Light Pollution Devastates Wildlife

Plants and animals depend on Earth's daily light and dark cycle to govern life-sustaining behaviors. Research shows that artificial light at night has negative and even deadly effects on many species.



## Light Pollution May Harm Your Health

Studies suggest that artificial light at night negatively affects human health by increasing our risks for obesity, sleep disorders, depression, diabetes, breast cancer and more.



## Light Pollution Can Make You Less Safe

There is no clear scientific evidence that increased outdoor lighting deters crime. In fact, poor outdoor lighting can decrease personal safety by making victims and property more visible to criminals.



## Light Pollution Wastes Energy and Money

As much as 50 percent of outdoor lighting is wasted, which increases greenhouse gas emissions, contributes to climate change, and renders us all more energy dependent.



## Light Pollution Robs Us of Our Heritage

Our ancestors experienced a night sky that inspired science, religion, philosophy, art and literature. Now, millions of children across the globe will never know the wonder of the Milky Way.

## Join Us in Protecting the Night!

### Your dues and donations help us...

- **Protect Wildlife and Ecosystems**  
We work with conservation experts and park officials to minimize the ecological impact of artificial lighting in natural areas, protecting habitats and wildlife.
- **Promote Eco-Friendly Outdoor Lighting**  
Our Fixture Seal of Approval program certifies outdoor lighting fixtures that protect the night sky.

- **Recognize and Preserve Dark Sky Places**  
The International Dark Sky Places conservation program recognizes and promotes excellent stewardship of the night sky. We have certified dozens of Places worldwide.
- **Foster Education and Outreach**  
We educate communities and public officials about light pollution and provide specific solutions for minimizing its negative effects through our public outreach programs.
- **Assist Parks and Protected Areas**  
IDA helps parks replace their bad lighting by providing eco-friendly options depending on need, and in some cases for free.



## We need YOUR help!

IDA is working to preserve the night sky for future generations.

### Join IDA

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_ Country: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

Pay by:  Check (payable to IDA)  Credit Card  Cash

Card Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_ Security Code \_\_\_\_\_

Card Holder: \_\_\_\_\_

Signature: \_\_\_\_\_

Membership Level:

\$35  \$250  I would like to make a one-time donation.

\$50  \$500

\$100  \$1,000

I would like to make an additional donation. \$ \_\_\_\_\_

I would like to make an additional donation. \$ \_\_\_\_\_

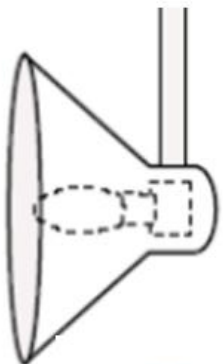
Your IDA membership is a tax-exempt donation.

**Donate**

Together we can save the night.

Thank you for your support!





# Residential Lighting Must be Fully-shielded & <1,260 lumens EXCEPT:

1

One partly shielded or unshielded luminaire at the main entry, not exceeding 630 lumens.



All other partly shielded or unshielded lighting must be below 315 lumens.

Landscape lighting must be below 2,100 lumens & directed away from adjacent properties.

Flood-lights must be below 2,100 lumens & not visible from adjacent properties.

All sensor lighting must extinguish after 15 minutes.  
Open flame gas lamps are cool.





In 2021 the City of Manzanita adopted language into its short-term rental ordinance to manage exterior lighting. This amendment, often called Dark Sky Lighting, promotes exterior lighting that is sensitive to environmental and health concerns, while respecting safety concerns.

The ordinance reads as follows: *As feasible and appropriate to minimize light pollution, glare, light trespass and to protect the dark skies: 1. outdoor light fixtures shall be fully shielded by opaque side and top covers or frosted glass and the bulb pointed in a downward direction so that light does not radiate from the sides or top of the fixture. 2. Bulbs should be "warm" rather than daylight, and either amber or lower emission LED (less than 3000k) 3. lights are turned off when not in use and shall not be left on for more than 12 hours. As an alternative, porch lights may be fitted with motion detectors. 4. security (flood) lights shall be on motion detectors and must not shine on adjacent houses.*

To help you in purchasing new fixtures, here are some examples:

**DARK-SKY LIGHTING:** (shielded above, lights point downward, light doesn't radiate to the side.)



**NON-COMPLIANT:** (light radiates upward or outward. Bulbs visible or high wattage.)



#### DARK-SKY HOUSES



#### LIGHT POLLUTING HOUSES



Some advice from the International Dark-Sky Association: Lights should 1) only be on when needed. 2) only light the area that needs it. 3) be no brighter than necessary. 4) minimize blue light emissions. 5) be fully shielded (pointing downward).

For more information on Dark-Sky Lighting, here are some sources:

<https://youtu.be/RcSxNolSBH4>

<https://www.darksky.org/our-work/lighting/lighting-for-industry/fsa/fsa-products/>

[https://idsw.darksky.org/wp-content/uploads/2020/05/Dark-Sky-Friendly-Home-Lighting-program-guide\\_Print.pdf](https://idsw.darksky.org/wp-content/uploads/2020/05/Dark-Sky-Friendly-Home-Lighting-program-guide_Print.pdf)

<https://www.darkskyoregon.org/good-light-neighbor-program>

## **Seaside, OR.**

Ordinance NO. 2013-05. Chapter 101: Outdoor Lighting

**Whereas:** Seeking a way to promote the use of outdoor lighting that will enhance the livability of our community and minimize the impacts exterior lighting can have on surrounding properties or our environment.

**Whereas:** The City of Seaside is interested in establishing “Dark Sky” provisions that will in time make the night sky more visible throughout the city.

### **101.030 Shielding and Glare Elimination**

- All nonexempt outdoor lighting fixtures shall have translucent covers that eliminate glare or directing shielding so as to prevent direct light from the fixture to shine beyond the property limits where the fixture is installed. This means that a person standing at the adjacent property line would not see the light emitting source.

## **Clatsop County, OR**

Ordinance NO 20-02. Chapter 8.20. Outdoor Lighting

**Whereas:** The County of Clatsop is interested in establishing “Dark Sky” provisions that will in time make the night sky more visible throughout the county

### **8.20.040 Outdoor Lighting Standards**

- All non-exempt light fixtures shall be fully shielded.
- All non-exempt light fixtures shall be installed in such a manner as to prevent light trespass.