



CITY OF MANZANITA

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ci.manzanita.or.us

COUNCIL REGULAR SESSION

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

AGENDA

June 5, 2024
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](http://ci.manzanita.or.us/broadcast)

or by joining via Zoom:

<https://us02web.zoom.us/j/88377209704?pwd=6C6hNODVjb66aBQbGjWbeBbazZX2HE.1>

Meeting ID: 883 7720 9704 Passcode: 351799

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 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), 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. April 30, 2024, Budget Meeting
- b. May 7, 2024, Budget Meeting
- c. May 8, 2024, Regular Session
- d. May 15, 2024, Work Session

B. Approval of Bills

4. INFORMATION

A. City Manager Report
Leila Aman, City Manager

B. Council Reports
City Council

5. NEW BUSINESS

A. Tillamook County Housing Update
Erin Skaar, Tillamook County Commissioner
Sarah Absher, Community Development Director, Tillamook County

B. Citizen of the Year Announcement
Dave Dillon

C. Hoffman Center 20th Anniversary Event Permit
India Downes-Le Guin, Executive Director, Hoffman Center for the Arts

D. Solar and Public Art for City Hall
Leila Aman, City Manager
Jessie Steiger, Klosh Group

E. Zone Change and Annexation – Ordinance 24-04 – First Reading
Walt Wendolowski, Contract Planner

F. Recology Rate Increase – Resolution
Dan Blue (or designee) Recology

G. Elections Officer Designee
Leila Aman, City Manager

H. Contracts for Geotechnical and Survey for Classic Street
Leila Aman, City Manager

I. Engineering Professional Services Contract
Leila Aman, City Manager

J. Short Term Rental Committee Appointments
Linda Kozłowski, Council President

K. Comprehensive Plan Committee Appointments
Kathryn Stock, Mayor

6. ADJOURN (8:30)

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

The city is committed to providing equal access to public meetings. To request listening and mobility assistance services contact the Office of the City Recorder at least 48 hours before the meeting by email at cityhall@ci.manzanita.or.us or phone at 503-812-2514. Staff will do their best to respond in a timely manner and to accommodate requests. Most Council meetings are broadcast live on the ci.manzanita.or.us/broadcast.



MEMORANDUM

To: City Council

Date Written: May 31, 2024

From: Leila Aman, City Manager

Subject: **June 5, 2024, City Council Regular Session**

5. NEW BUSINESS

A. TILLAMOOK COUNTY HOUSING UPDATE

Commissioner Erin Skaar, Community Development Director Sarah Absher will engage with the city council in a discussion and update on housing related issues in the county.

B. CITIZEN OF THE YEAR ANNOUCEMENT

Dave Dillon and the Citizen of the year from 2023 will present the 2024 citizen of the year award.

C. HOFFMAN CENTER 20TH ANNIVERSARY EVENT PERMIT

Hoffman Center will be celebrating its 20th Anniversary and is requesting the closure of parking spaces adjacent to the Hoffman Center.

D. SOLAR AND PUBLIC ART FOR CITY HALL

Staff will provide a brief project update, engage with the city council on guiding principles for solar. Staff will execute a contract with a firm to design the solar system. The contractor, Cove Built, will put the design out for competitive bidding. At the completion of the budding process staff will return to the city council with a proposal to amend the GMP to include this additional work. Staff will also engage with the city council on the use of funds for public art in the new city hall facility.

E. ZONE CHANGE AND ANNEATION – ORDINANCE 24-04 FIRST READING

See attached Ordinance and staff report.

F. RECOLOGY RATE INCREASE

Recology will present their 2024 Rate Review and proposed rate adjustment at the June 5th council meeting. In addition to the rate review and proposed rate discussion Recology would like to discuss side yard service rates. Side yard services are an option for both 32 gallon and 90-gallon cart sizes. However, the difference in rates for curbside versus side yard vary significantly between the two cart sizes.

- 32-gallon curbside weekly service rate is \$27.02 currently. Side yard service is \$27.56 - a difference of \$.54

- 90-gallon curbside weekly service rate is \$45.05 currently. Side yard for the same service is \$69.05 - a difference of \$24.

Recology would like to see the 32-gallon rate differential for curbside versus side yard to match the 90-gallon differential and will propose three options for the city council to consider.

- Option 1. adjust rates as currently proposed (3.9% increase across all lines of service and new rates would be effective July 1) and return to Council to discuss the side yard rate later.
- Option 2. pause on the rate adjustment during the June 5th meeting and return to council soon to discuss side yard rates and then adjust all rates accordingly.
- Option 3. modify the proposed rates during the June 5th council meeting and adopt (rates would be effective July 1) including adjusting the side yard to reflect the same differential as seen in the 90-gallon cart rates.

G. CONTRACTS FOR GEOTECHNICAL AND SURVEY FOR CLASSIC STREET

Staff are requesting authority to execute contracts to conduct initial survey work on Classic Street right of way and initial geo technical work to determine the extent of improvements required for upgrading Classic Street.

H. ENGINEERING PROFESSIONAL SERVICES CONTRACT

Staff conducted an intermediate selection process to appoint a City Engineer contract. The city engineer will provide technical services in land use, and other related engineering services.

I. SHORT TERM RENTAL COMMITTEE APPOINTMENTS

There are three short term rental committee positions that were open for consideration with terms expiring in June 2024. The open position included one "owner or agent" position, one "non STR owner in a neighborhood with 4 or more STRs" and one "at large" member of the committee. Council President Linza Kozlowski, STR Chair Jo Newhouse, and staff designee Sergeant Mike Sims served as the selection committee for this process. The city received 5 applications for the 3 open positions. The criteria approved by the city council for making committee selections is as follows:

1. Have a strong interest in representing and serving the broader community.
2. The ability to balance the needs of the greater community regardless of personal needs or agendas.
3. Be able to work in a collaborative and respectful manner, maintaining an open mind with solid listening skills.
4. Hear and appreciate multiple perspectives and reach consensus on a variety of topics.
5. Objectively review and provide input on qualitative and quantitative information.

The STR selection committee is recommending the following people to serve on the committee:

Danielle Johnson – owner or agent
Leslie Bagon - non-STR owner +4 STR neighborhood
Julie Johnson - At Large

The selection committee is recommending that the city council and the mayor approve a Resolution making the appointments.

**J. COMPREHENSIVE PLAN ADVISORY STEERING COMMITTEE (PASC)
APPOINTMENTS**

The selection received two additional applications to round out the committee including Patrick Johnson, and Rick Jackson. Mayor Kathryn Stock, Planning Commission member John Collier and the City Manager interviewed both applicants and enthusiastically recommends their appointment to the PASC. The city is still accepting applications for businesses and employees.

CITY OF MANZANITA
April 30, 2024
BUDGET COMMITTEE MEETING

1. CALL MEETING TO ORDER: The meeting was called to order by Mayor Kathryn Stock at 2:00pm April 30, 2024, via Zoom.

ROLL: Members present: Kathryn Stock, Linda Kozlowski, Jerry Spegman, Brad Hart, Tom Campbell, Jim Dopp, Chip Greening, Kit Keating, Joy Nord, and Jeffrey Sonshine. Staff Present: City Manager Leila Aman, Accounting Manager Nina Crist, Chief of Police Erik Harth, Public Works Director Dan Weitzel, Development Services Manager Scott Gebhart, and Assistant City Recorder Nancy Jones

There were 4 members of the public in attendance via zoom.
There were 9 members of the public in attendance via the website.

ELECTION OF CHAIR & VICE-CHAIR FOR 2024/2025. A motion was made by Greening, seconded by Keating to nominate Jim Dopp for Chair of the Budget Committee. Motion passed Unanimously.

Newly elected Chair Jim Dopp called the meeting to order at 2:06pm.

PRESENTATION OF BUDGET MESSAGE BY BUDGET OFFICER: City Manager Leila Aman read the fiscal year 2024/2025 budget message to the budget committee.

OVERVIEW OF BUDGET-BY-BUDGET OFFICER AND DEPARTMENT HEADS:

GENERAL FUND

City Manager Leila Aman spoke about the General Fund Revenues and assumptions made for financial projections for the year.

City Manager Leila Aman spoke about the Administration Fund and said that the full-time equivalent employee (FTE) Planning and Permit Tech position will be on hold this year, as it is an open position not being funded. Aman shared goal related efforts that are included in this year's fiscal budget, specified what each goal represents, and presented a breakdown of Professional Services for Administration

Chief of Police Erik Harth shared information about the Public Safety Department, spoke about employee retention and ongoing officer training. He highlighted current and upcoming details to level up the department with technology, body cam footage, and staying updated with changing case laws. He stated that the city replaced two police cars and purchased two ballistic shields. Harth announced that Building Maintenance and Supplies was moved to Building Operations and said all other line items have increased slightly due to inflation. He explained that Vehicle Maintenance includes new tires and fuel costs and detailed what is included in Professional Service and Dues, and Subscriptions.

City Manager Leila Aman reviewed the proposed Court and Parks Department budgets and said there were no major changes this fiscal year. She announced that Travel and Training expenses have been removed from the Municipal Court General Fund and stated that the Public Works department maintains the upkeep of the Manzanita Park located on Pacific. She explained the reduction in Maintenance and Supplies in the Parks Fund, as the service cost for the restroom has been moved to the Tourism Fund.

City Manager Leila Aman explained that the Non Department Fund is utilized for transfers and expenditures which do not pertain to a specific department of the General Fund. The City Council has committed \$10,000 a year to emergency preparedness and is reflected in this proposal. She said that any remaining amounts in Funds that have been closed are transferred to the Non Department Fund. She communicated that Debt Service has been moved to the Non Department General Fund and explained the loan transfer procedures to the Capital Project and Transportation Funds.

SPECIAL REVENUE FUNDS

City Manager Leila Aman spoke about the Transportation Fund and said it requires transfers from the General Fund to remain solvent. She spoke about fees and charges, transfers and revenue, and explained the breakdown of intergovernmental and projects lines.

Development Services Manager Scott Gebhart spoke about the Building Fund and said it is used to provide inspections, plan reviews and enforcement of building codes within the city limits. He communicated that the city hired an outside city planner and commercial plan reviewer and stated that expenditures are lower due to being transferred into contingency.

City Manager Leila Aman spoke about the Tourism Fund and explained the breakdown of the nine percent tax rate for overnight room stays. She said that seven of the nine percent is transferred into the General Fund, seventy percent of the remaining two percent goes into the Tourism Fund, and the remaining 30 percent goes into the General Fund. She explained what this fund pays for and stated that Material and Supplies has increased to assist with event costs.

CAPITOL PROJECT FUNDS

City Manager Leila Aman spoke about the City Hall Construction Fund and said that the city will pay building construction invoices from the City Hall Fund, the General Fund will be reimbursed from the state loan. She explained that the amount in the Intergovernmental line is from the grant money the city received from Tillamook County Visitors Association for upgrading the restrooms.

City Manager Leila Aman spoke about the System Development Charge (SDC) Water Fund and stated that this fund can only be used for water system expansion. She said that this year's budget proposes to use some resources for the water portion of the Classic Street water system expansion project.

City Manager Leila Aman specified that the System Development Charge (SDC) Parks and Stormwater Funds have no new projects scheduled for this year. She said that the Stormwater Fund estimates for revenue are based on estimate projections for new housing starts.

PROPRIETARY FUNDS

Public Works Director Dan Weitzel introduced the public works staff, spoke about the Water Utility Operations, and said that personnel services will be increasing. He spoke of the open position for Operations Manager, reported that the part time position will become full time, and said that two employees will be promoted to senior utility workers. He announced that Material Services has increased due to water meter change outs, hydrant replacement, and increases in state and federal fees. He spoke about revenue and expenditures, communicated that the water treatment facility is paid from Debt Services.

Public Works Director Dan Weitzel spoke about the Public Works Equipment reserve fund and said that there are no projects planned this year.

The next budget meeting will be a Public Hearing held on May 7th at 6pm on Zoom. There will be a Special City Council Meeting and Public Hearing held on May 29th at 6pm on Zoom, where the budget will be formally adopted.

2. ADJOURNMENT: Mayor Kathryn Stock adjourned at 4:32pm.

**MINUTES APPROVED THIS
5th Day of June 2024**

Kathryn Stock, Mayor

Attest:

Jim Dopp, Budget Committee Chair

Leila Aman, City Manager

CITY OF MANZANITA
May 07, 2024
BUDGET COMMITTEE PUBLIC MEETING

1. CALL MEETING TO ORDER: The meeting was called to order by Chair Jim Dopp at 6:02pm May 7, 2024, via Zoom.

ROLL: Members present: Kathryn Stock, Linda Kozlowski, Jerry Spegman, Brad Hart, Tom Campbell, Jim Dopp, Chip Greening, Kit Keating, Joy Nord, and Jeffrey Sonshine. Staff Present: City Manager Leila Aman, Accounting Manager Nina Crist, Development Services Manager Scott Gebhart, Public Works Director Dan Weitzel, Police Chief Erik Harth, and Assistant City Recorder Nancy Jones.

There were 8 members of the public in attendance via zoom.

There were 16 members of the public in attendance via the website.

PUBLIC HEARING AND COMMENTS – Proposed use of State Revenue Sharing for 2024-2025/Proposed 2024-2025 Budget for the City of Manzanita.

City Manager Leila Aman explained a correction on the Parks System Development Charge (SDC) Fund. The error has been corrected and the updated document is posted on the website.

Public Hearing was opened by Chair Dopp at 6:05pm. There were no public comments. Public Hearing was closed at 6:06pm.

SETTING OF PROPERTY TAX RATE FOR 2024/2025: A motion was made by Kozlowski, seconded by Greening, to set the property tax rate at \$0.4233 per \$1,000 of assessed valuation for the 2024/2025 year. Motion passed unanimously.

There were no public comments.

APPROVAL OF 2024/2025 BUDGET: A motion was made by Greening, seconded by Kozlowski to approve the 2024/2025 budget as presented and to recommend its adoption by the City Council. Motion passed unanimously.

There were two public comments.

ADJOURNMENT: Chair Jim Dopp adjourned the meeting at 6:25 pm.

MINUTES APPROVED THIS
5th Day of June 2024

Kathryn Stock, Mayor

Attest:

Jim Dopp, Budget Committee Chair

Leila Aman, City Manager

CITY OF MANZANITA
May 8, 2024
CITY COUNCIL REGULAR SESSION

1. CALL TO ORDER: The meeting was called to order on May 8, 2024, at 6:00pm at the Pine Grove Community Center by Mayor Kathryn Stock.

Roll: Council members present: Kathryn Stock, Linda Kozlowski, Jerry Spegman, Brad Hart, and Tom Campbell. Staff present: City Manager Leila Aman, Police Sergeant Mike Sims, Police Officer John Garcia, and Assistant City Recorder Nancy Jones. Staff Present via Zoom: Accounting Manager Nina Crist, and Development Services Manager Scott Gebhart. Panelist's present: Erin Laskey Parade Volunteer, and Eric Kammerer York Restaurant Owner. Panelist's present via Zoom: Jason Stegner with Cove Built LLC, and Kelley Roy Consultant.

2. AUDIENCE PARTICIPATION: There were 11 people in attendance, 13 attended via zoom, 13 attended via website. There were no public comments.

3. CONSENT AGENDA:

- A. APPROVAL OF MINUTES –
 - a. April 03, 2024, City Council Regular Session
 - b. April 09, 2024, Budget Committee Work Session
 - c. April 10, 2024, City Council Work Session

- B. APPROVAL OF BILLS FOR PAYMENT

A motion was made by Hart, seconded by Kozlowski, to approve the consent agenda that included approval of the April 03, 2024, Regular Session Minutes; April 09, 2024, Budget Committee Work Session Minutes; April 10, 2024, Work Session Minutes; Approved payment of bills and all subsequent bills subject to approval by the Mayor or Council President and City Manager; Motion passed Unanimously.

4. INFORMATION:

A. City Manager Report - City Manager Leila Aman

Jason Stegner with Cove Built LLC reported an update on the construction of the new city hall building. He spoke about an issue regarding the land survey that was completed at Underhill Plaza. He explained that the land surveyor, Onion Peak oversaw the location and placement of the over 90 deep soil modification of 45 ft holes. He announced there was an error in their system that placed foundation to the east of the correct location. To correct this error, there will be an additional 22 piles added to the construction site. Onion Peak has accepted all responsibility for this error and will cover the cost of the correction. Stegner announced that digging will resume

City Council Regular Session

May 8, 2024

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tomorrow morning and should be completed next week, then the excavator will start to cut for footings. He said that concrete should begin within the next few weeks and stated that this setback should not affect the overall building scheduled.

B. Council Reports – City Council

Council members took turns sharing information and updates of what they were involved in for the month.

5. OLD BUSINESS:

A. Ordinance 24-03 Requiring a License to Conduct Business within the City: Establishing Process and Fee to Obtain a Business License: and; Rescinding Ordinance 98-04 and Ordinance 05-05, Second Reading - City Manager Leila Aman

City Manager Leila Aman spoke about Ordinance 24-03 and asked the council to approve a second reading. This Ordinance will allow the city to make changes to the business license fees through the master fee schedule.

Allowed for public comment: There were no public comments.

A motion was made by Kozlowski to accept the Second Reading of Ordinance 24-03 Requiring a License to Conduct Business within the City: Establishing Process and Fee to Obtain a Business License: and: Rescinding Ordinance 98-04 and Ordinance 05-05. Seconded by Campbell; Motion passed Unanimously.

B. Ordinance 24-02 Dark Sky Ordinance Second Reading – City Manager Leila Aman

City Manager Leila Aman spoke about Dark Sky Ordinance 24-02 and asked the council to approve a second reading. If anyone needs to notify code enforcement of lighting issues, visit the city's website, and complete an Ordinance Complaint Form.

Allowed for public comment: There were three public comments.

A motion was made by Hart to accept the Second Reading of Ordinance 24-02 to Increase Livability and Protect the Natural Environment from the Impact of Outdoor Lighting by Minimizing Light Pollution, Glare, and Light Trespass at Night. Seconded by Kozlowski; Motion passed Unanimously.

C. Natural Hazard Mitigation Plan Adoption – City Manager Leila Aman

City Manager Leila Aman said that the Federal Emergency Management Agency requires states and local governments to develop natural hazard mitigation plans. By adopting this plan, the city would be eligible to receive future disaster assistance and mitigation grants. Aman stated that the city has been working with Tillamook County to develop a multi-jurisdictional natural hazards mitigation updated plan. She announced that this plan is required to be approved by FEMA and updated every five years. She explained the three components of the plan that is outlined in the 405-page document located in the packet. Manzanita specific information begins on page 283.

A motion was made by Kozlowski to accept Resolution 24-10 Adopting the 2023 Tillamook County Multi-Jurisdictional Natural Mitigation Plan. Seconded by Campbell; Motion passed Unanimously.

6. NEW BUSINESS:

A. Fourth of July Parade Event Permit – Parade Volunteer Erin Laskey

Parade Volunteer Erin Laskey requested a permit from the city for the 2024 fourth of July parade. She spoke about the parade route and shared details about the parade planning. She communicated that there is a need for more volunteers and announced that there will be donation jars around town to help fund participation awards. Laskey said that an invitation has been extended to the Mayors of Nehalem and Wheeler to join the parade this year. The parade is scheduled to start at 1pm on July 4th, and this year's theme is "Soar Fourth". Please visit www.manzanitaparade.com for more information and utilize the online registration to participate in the parade.

A motion was made by Kozlowski to approve the Fourth of July Parade Event Permit. Seconded by Campbell; Motion passed Unanimously.

B. Event Permit Yolk Restaurant – Owner Eric Kammerer

Yolk restaurant owner Eric Kammerer spoke about an event scheduled for June 29th and 30th. He said there will be a DJ playing amplified music in the patio area of the restaurant from 11am to 3pm. He stated that he has approval from local businesses and needs council approval for the use of amplified music.

A motion was made by Hart to approve the Pride Weekend Patio Event Permit. Seconded by Spegman; Motion passed Unanimously.

C. Nest Fest 2024 – Consultant Kelley Roy

Consultant Kelly Roy spoke about an event scheduled for July 7th from 12pm to 10:00pm on the corner of Manzanita and Division. She explained that Nest Fest 2024 is a musical festival with amplified music that will have solo artists, bands, and a DJ. This event will be picnic style, as there will not be any food or drinks provided.

A motion was made by Spegman to approve the Nest Fest 2024 Event Permit. Seconded by Kozlowski; Motion passed Unanimously.

D. Professional Services Agreement for 3J Consulting for the Comprehensive Plan and Ordinance Update – City Manager Leila Aman

City Manager Leila Aman spoke about the professional services agreement with 3J Consulting. She announced that the city has structured a two-phase approach for the scope of this work. She explained that phase one encompasses the Comprehensive Plan and updates to housing related

zoning Ordinances. Aman asked the council to delegate authority to her to execute a contract with 3J Consulting for the first phase of work in the amount of \$228,256.00.

A motion was made by Kozlowski to Delegate Authority to the City Manager to execute a contract with 3J Consulting for Phase One in the Amount of \$228,256.00. Seconded by Hart; Motion passed Unanimously.

E. Amendment to Council Rules of Procedure – Councilor Tom Campbell
Councilor Tom Campbell spoke about rule number nine of the Council Rules and Procedures. He presented the amendment to this chapter and stated that it will now include committee members. He announced that Resolution 20-22 will also be incorporated in the onboarding process for all committee members.

Allowed for public comment: There were two public comments.

A motion was made by Hart to Amend Rule 9 of the Council Rules of Procedures as presented. Seconded by Spegman; Motion passed Unanimously.

F. Council Action to Cancel and Reschedule July Meeting – Mayor Kathryn Stock
Mayor Kathryn Stock led a discussion about cancelling the July 3rd city council regular session and rescheduling it to July 10th.

A motion was made by Campbell to move the July 3rd City Council Regular Session to July 10th. Seconded by Hart; Motion passed Unanimously.

G. City Manager Contract Discussion – Council President Linda Kozlowski
Council President Linda Kozlowski spoke about City Manager Leila Aman’s performance review, shared her accomplishments, and said that she exceeds expectations. She asked the council to approve a three percent salary increase, and to extend her severance pay from six to nine months.

A motion was made by Kozlowski to Increase City Manager Leila Aman’s Salary by Three Percent and to Extend her Severance Pay from Six to Nine Months. Seconded by Campbell; Motion passed Unanimously.

7. INFORMATION AND ADJOURN:

- The Planning Commission will meet on May 13, 2024 at 4pm
- Manzanita Municipal Court will be held May 24, 2024, at 1:30pm and is open to the public.

Mayor Stock adjourned the meeting at 8:17PM.

**MINUTES APPROVED THIS
5th Day of June, 2024**

Kathryn Stock, Mayor

Attest:

Leila Aman, City Manager

CITY OF MANZANITA
May 15, 2024
CITY COUNCIL WORK SESSION

1. CALL MEETING TO ORDER: The meeting was called to order on May 15, 2024, at 2:01pm via Zoom by Mayor Kathryn Stock.

ROLL: Members present: Kathryn Stock, Linda Kozlowski, Jerry Spegman, Brad Hart, and Tom Campbell. Staff present: City Manager Leila Aman, Accounting Manager Nina Crist, and Assistant City Recorder Nancy Jones. Panelist present: None

2. Transportation System Plan Ordinance Amendments: City Manager Leila Aman

City Manager Leila Aman spoke about the Transportation System Plan Ordinance Amendments and presented a memorandum detailing updates to three separate Ordinances: Ordinance 91-02, 95-04 and 95-05. She communicated the proposed changes and reported that this reflects a year of work and effort. She explained that added items are identified with an underline, omitted items are shown with a strikeout, and no changes will appear as standard text. Aman spoke about the intent of the new policies and stated that they focus on a multi modal transportation city, which includes bicycle and pedestrian travel. She stated that these Ordinance amendments will implement the already updated and adopted Transportation System Plan (TSP). She stated that the Planning Commission has reviewed these changes and recommends them for council adoption. The memorandum is posted on the city's website and the next step is for staff to amend the three Ordinances and present them to the council. It is planned for the first readings of these three Ordinances to be scheduled in July or August.

3. Often Asked Questions: Councilor Brad Hart

Councilor Brad Hart led a discussion about adding an often-asked question link to the city's website. He said it would consist of current city topics and would be updated regularly. There was a consensus of the council to set up the link and test the usage for three months. Councilor Hart volunteered to monitor and update the document during the test phase.

4. Adjourn: Mayor Stock adjourned the meeting at 3:22pm.

MINUTES APPROVED THIS
5th Day of June 2024

Kathryn Stock, Mayor

Attest:

Leila Aman, City Manager

BILLS FOR APPROVAL OF PAYMENT

From 05/01/2024 - 05/31/2024

VENDOR	TOTAL	ADMIN	POLICE	BLDG	COURT	PARKS	CH EXP	ROADS	Visitors Center	WATER
3J CONSULTING (CITY PLANNER)	\$2,994.50	\$2,994.50								
911 SUPPLY (MATERIALS & SUPP.)	\$134.90		\$134.90							
ACCUITY (CITY AUDITOR)	\$1,500.00	\$1,500.00								
CASELLE (FINANCIAL SOFTWARE)	\$2,352.00	\$1,795.00								\$557.00
CHARTER (INTERNET)	\$474.93	\$219.98	\$129.98						\$124.97	\$129.98
CITY OF NEH. (FINES & ASSMNTS)	\$1,373.00				\$1,373.00					
CITY OF MANZ (CH PERMITS)	\$4,684.04						\$4,684.04			
CITY OF WHLR. (FINES & ASSMNTS)	\$981.50				\$981.50					
COAST PRINTING. (SUPPLIES)	\$105.95	\$105.95								
COVE BUILT (CMGC)	\$520,953.44						\$520,953.44			
COLUMBIA WEST (ENGINEER)	\$5,634.05						\$5,634.05			
DAN WEITZEL (STAFF REIMBURSEMENT)	\$354.13	\$354.13								
DATA CENTER (WATER BILLING MAILING)	\$927.62									\$927.62
DMV (RECORDS REQ.)	\$5.10				\$5.10					

BILLS FOR APPROVAL OF PAYMENT

From 05/01/2024 - 05/31/2024

VENDOR	TOTAL	ADMIN	POLICE	BLDG	COURT	PARKS	CH EXP	ROADS	Visitors Center	WATER
ONE ELEVEN (EQUIPMENT & SUPPLIES)	\$568.17	\$135.99		\$89.99				\$89.73	\$162.74	\$89.72
OR. DEPT REV (FINES & ASSMNTS.)	\$953.23				\$953.23					
PACIFIC OFFICE (PSTG & COPIER)	\$263.95	\$263.95								
RHINO ONE (GEOTECH)	\$27,980.57						\$27,980.57			
RTI (PHONE SERVICE)	\$494.09	\$96.04	\$97.73							\$300.32
SAIF (INSURANCE)	\$2,066.69	\$25.60	\$717.09		\$2.87	\$59.52		\$254.09		\$1,007.52
SEAN MUMEY (STAFF REIMBURSEMENT)	\$78.78		\$78.78							
SHELDON OIL (FUEL)	\$2,436.04		\$904.53	\$153.55		\$60.60		\$302.98	\$166.04	\$848.34
STAPLES (OFFICE SUPPLIES)	\$1,116.80	\$256.74		\$860.06						
STATE OF WA. (RECORDS REQUEST)	\$0.04				\$0.04					
SWEET SEPTIC (PORTABLE TOILETS)	\$295.00								\$295.00	
TILL. PAYABLE (FINES & ASSMNTS.)	\$273.03				\$273.03					
TCVA (VC COORD.)	\$4,315.31								\$4,315.31	
TILL. TIRE (VEHICLE MAINT.)	\$920.00		\$920.00							
TPUD (ELECTRIC SERVICE)	\$3,714.62	\$87.47	\$241.08			\$96.99		\$609.00	\$87.10	\$2,592.98

BILLS FOR APPROVAL OF PAYMENT

From 05/01/2024 - 05/31/2024

VENDOR	TOTAL	ADMIN	POLICE	BLDG	COURT	PARKS	CH EXP	ROADS	Visitors Center	WATER
US BANK (CITY VISA)	\$9,386.69	\$2,398.76	\$3,775.70				\$1,364.18		\$760.29	\$1,087.76
VALVOLINE (VEHICLE MAINT.)	\$121.96		\$121.96							
VERIZON (TELEPHONE)	\$1,186.22	\$294.58	\$354.56	\$114.98					\$64.99	\$357.11
WALTER NELSON (MTRLS. & SUPP.)	\$78.46								\$78.46	
WALTER WEND. (CITY PLANNER)	\$1,380.00	\$1,380.00								
TOTALS	\$652,641.42	\$59,418.44	\$7,422.41	\$1,299.58	\$3,588.77	\$581.61	\$563,674.18	\$1,984.58	\$6,054.90	\$8,746.93

TO: Manzanita City Council

FROM: Mark Kuestner

As a Manzanita citizen I wanted to be sure to include for this City Council meeting a copy of the March 10, 2024 Tillamook County Housing Commission recommendation sent to the Manzanita Planning Commission, urging the approval of the Annexation and Rezoning request (Planning File #24007).

I applaud the City Council for giving serious consideration to finalizing the Planning Commission's recommendation found in today's Agenda E: Ordinance 24-04.

We have a realistic chance to expand local affordable housing in Manzanita beginning with this ordinance approval.

thank you for your efforts,
Mark Kuestner, Manzanita, OR



TILLAMOOK COUNTY HOUSING COMMISSION

TO: Manzanita Planning Commission

March 10, 2024

FROM: Tillamook County Housing Commission

About: (Planning File #24007)
Annexation and Rezoning

The Tillamook County Housing Commission urges the Manzanita Planning Commission to approve the application submitted by Pine Grove Properties, Inc. to annex and rezone their property located at 3N-10W-28, Tax Lot 1401.

The Commission has already recommended grant funding from the Multifamily Rental Housing Fund (MFRHF) for two proposed affordable and workforce housing developments to be located on this property in the Manzanita Urban Growth Boundary: “Manzanita Pines” (\$75,000) and “Manzanita Maker” (\$50,000).

We believe these projects will make bold progress towards the mission of “attainable and equitable solutions [to] impact Tillamook County’s greatest housing needs”. Initially providing up to 94 new rental units between them, both in the “missing” middle housing and affordable housing range as well, Manzanita’s housing diversity will expand dramatically. As noted in the applicant’s letter, this added housing fulfills a key component from Manzanita’s Comprehensive Plan, ensuring housing options for all.

“Manzanita Pines” will add 60, 2-3 bed rental units charging rent in the 60-80% range of Tillamook County’s Area Median Income (AMI). This will be a huge boon to Tillamook County residents, and will help local businesses, schools, and hospitals as well with their difficult struggles to attract employees who can afford to live “close by”.

“Manzanita Maker”, in their first building phase will add 34, 1-bedroom rental units charging rent in the 80-120% range of Tillamook County’s AMI helping to fill the “missing middle” housing in North County. With more rental multi-bedroom units proposed in later building phases, this project promises to help fill a housing gap for individuals and small families.

The intention of the developers to include deed restrictions tied to Tillamook County's definitions of residents' income in perpetuity as well as forbidding Short Term Rentals outright assures this type of rental housing will continue to be available.

These projects are sorely needed. Between the Housing Commission awarding initial funding and the City of Manzanita agreeing to annex the property and alter the zoning ordinances, the Developers will be in a very strong position to attract the final tier of capital investment they need.

Manzanita has a unique opportunity to showcase that high-quality and affordable housing is not only possible but desirable by incorporating these diverse housing options into the city. Dynamic action now will move Manzanita towards compliance with [Oregon Senate Bill 406](#), recently signed into law. It specifically requires Tillamook County cities and unincorporated areas to allow new forms of housing to ensure all types of housing are spread equitably throughout all its communities. SB 406 also empowers the state (or its agencies) to assure these requirements are implemented, along with the authority to enforce them.

Thank you for your time.

Tillamook Housing Commission

Ed Gallagher Chair

Michelle Jenck

Kris Lachenmeier Vice Chair

Kristin Koptiuch

Dave Benneth

Mark Kuestner

Sarah Dentel

Dave Mattison

Kari Fleisher

Briar Smith



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)

BASES OF BEARING
 THE LINE BETWEEN FOUND MONUMENTS (O) AND (X) BEARS NORTH
 89°00'00" EAST, THE SECOND VALUE FROM THE PLAT OF BOUNDARY
 MAP (MAP C-20) TILLAMOOK COUNTY PLAT RECORDS.

NOTES
 THIS MAP DOES NOT CONSTITUTE A WARRANTY OF THE SUBJECT
 PROPERTY, FOR THE SURVEY INFORMATION, SEE THE BOUNDARY SURVEY
 PERFORMED BY THE FIRM IN RECORDS, 2002.
 THE PURPOSE OF THIS SURVEY IS TO SHOW EXISTING FEATURES ON AND
 ADJACENT TO THE SUBJECT PROPERTY, TO BE USED AS A REFERENCE
 FOR THE LOCATION OF THE SURVEY.
 THE UNDERGROUND UTILITY, WATER AND SEWER MAIN LINES SHOWN HEREON
 ARE BASED UPON PHOTO RECORDS FOR ONE-CAL, AND ADJUSTED FROM THE
 LATEST AVAILABLE INFORMATION AND ARE APPROXIMATE LOCATION
 ONLY.
 FIELD WORK FOR THIS SURVEY WAS COMPLETED ON OCTOBER 27, 2002.

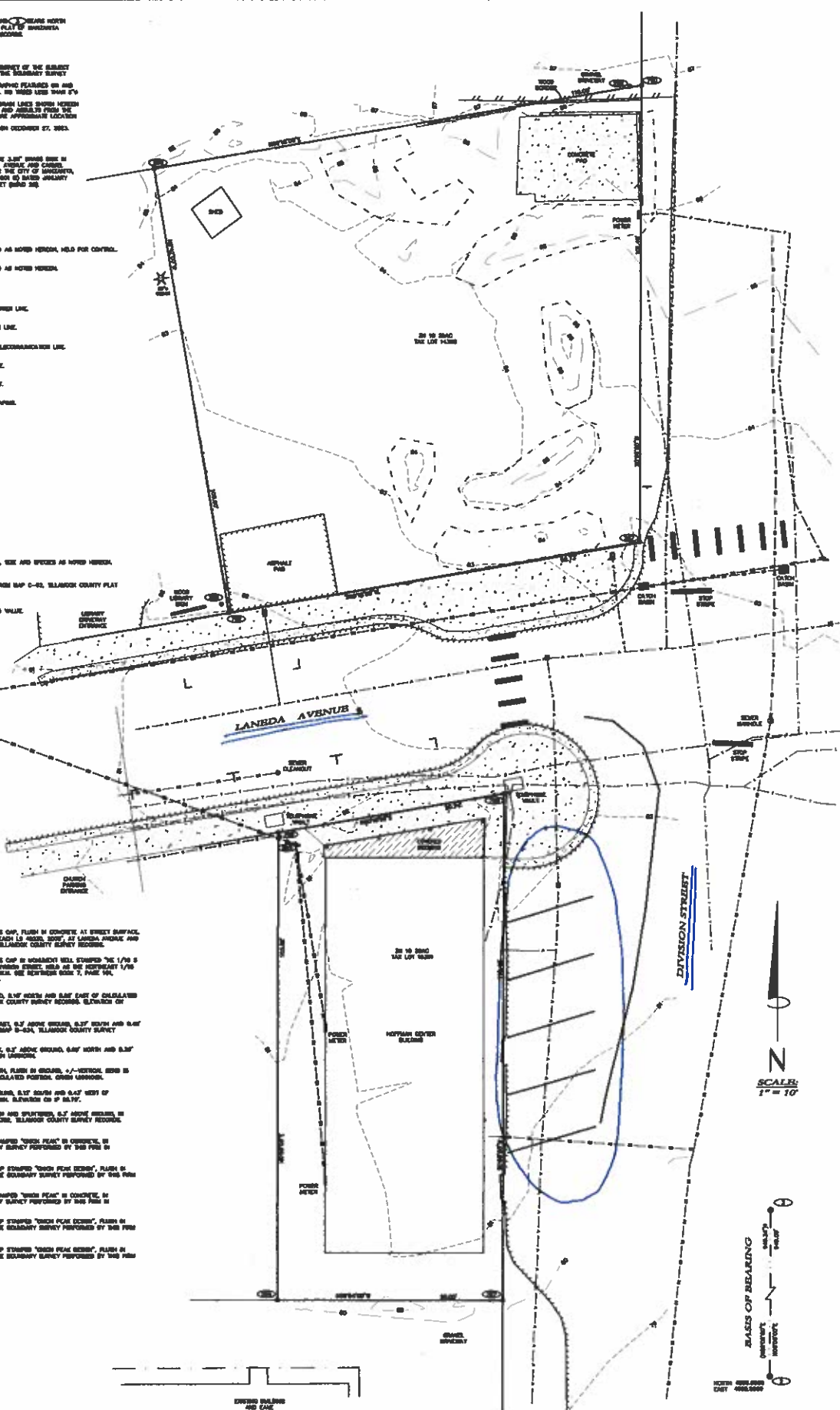
ELEVATION DATUM
 ELEVATIONS ON THIS MAP ARE BASED UPON THE 8.17' BENCH MARK IN
 MONUMENT HILL, AT THE INTERSECTION LANEDA AVENUE, AND CENTER
 AVENUE, SEE PLAT NO. 1000 FOR THE CITY OF BOUNDARY,
 OREGON (COUNTY-PLAT RECORD 2000-000) AS BENCH MARK
 IS 1000. ELEVATION OF BENCH MARK = 31.55 FEET (ROUND UP).

LEGEND

- INDICATES MONUMENT FOUND AS NOTED HEREON, HOLD FOR CONTROL.
- INDICATES MONUMENT FOUND AS NOTED HEREON.
- — — — — INDICATES BOUNDARY.
- — — — — INDICATES UNDERGROUND POWER LINE.
- — — — — INDICATES OVERHEAD POWER LINE.
- — — — — INDICATES UNDERGROUND TELECOMMUNICATION LINE.
- — — — — INDICATES STORM DRAIN LINE.
- — — — — INDICATES EDGE OF ASPHALT.
- — — — — INDICATES EDGE OF LANDSCAPE.
- — — — — INDICATES FENCE.
- INDICATES CONCRETE.
- ▽ INDICATES BENCH POINT.
- W INDICATES WATER METEER.
- W INDICATES WATER METEER.
- W INDICATES POWER POLE.
- W INDICATES GUY ANCHOR.
- W INDICATES WATER VALVE.
- W INDICATES FIRE HYDRANT.
- ✱ INDICATES CONCRETE TIE, SEE AND WORKED AS NOTED HEREON.
- () INDICATES RECORD VALUE FROM MAP C-20, TILLAMOOK COUNTY PLAT RECORDS.
- NO () INDICATES MEASURED VALUE.

MONUMENT NOTES

- ① FOUND 3" COUNTY SURVEYOR'S BRASS CAP, FLUSH IN CONCRETE AT STREET SURFACE, STAMPED WITH POINT MARIANITA BEACH (L) 1000, 2002 BY LANEDA AVENUE AND CENTER STREET, SEE MAP C-200A, TILLAMOOK COUNTY SURVEY RECORDS.
- ② FOUND 3" COUNTY SURVEYOR'S BRASS CAP IN MONUMENT HILL STAMPED "178 2 20 1000" AT NORTH ANGLE AND CENTER STREET, HILL AS THE POINT/STATION 1782 CURVED SECTION IN THIS PLAT, SEE THE NORTHERN CORNER 7, PLAT 1000, TILLAMOOK COUNTY SURVEY RECORDS.
- ③ FOUND 8.17" BENCH MARK IN RECORD, 8.17' HIGH AND 8.17' EAST OF CALCULATED POSITION, SEE MAP C-200A, TILLAMOOK COUNTY SURVEY RECORDS, DIVISION OF NEAR 8.17'.
- ④ FOUND 8.17" BENCH MARK, 8.17' ABOVE GROUND, 8.17' NORTH AND 8.17' EAST OF CALCULATED POSITION, SEE MAP C-200A, TILLAMOOK COUNTY SURVEY RECORDS.
- ⑤ FOUND 3/4" HIGH PIPE LEAVING EAST, 8.17' ABOVE GROUND, 8.17' NORTH AND 8.17' WEST OF CALCULATED POSITION, OTHER UNKNOWN.
- ⑥ FOUND 3/4" HIGH PIPE LEAVING SOUTH, 8.17' ABOVE GROUND, 8.17' NORTH AND 8.17' WEST OF CALCULATED POSITION, OTHER UNKNOWN.
- ⑦ FOUND 3/4" HIGH PIPE FLUSH IN GROUND, 8.17' SOUTH AND 8.17' WEST OF CALCULATED POSITION, OTHER UNKNOWN, ELEVATION 29.57 B.M.V.
- ⑧ FOUND 8.17" BENCH MARK, 8.17' ABOVE GROUND, 8.17' NORTH AND 8.17' EAST OF CALCULATED POSITION, SEE MAP A-200A, TILLAMOOK COUNTY SURVEY RECORDS, DIVISION OF 8.17' B.M.V.
- ⑨ FOUND BRASS TIE AND BRASS STAMPED "TICK PLAC" IN CONCRETE, IN CALCULATED POSITION, SEE BOUNDARY SURVEY PERFORMED BY THE FIRM IN RECORDS, 2002.
- ⑩ FOUND 8.17" BENCH WITH PLASTIC CAP STAMPED "TICK PLAC 8.17", FLUSH IN GROUND IN CALCULATED POSITION, SEE BOUNDARY SURVEY PERFORMED BY THE FIRM IN RECORDS, 2002.
- ⑪ FOUND BRASS TIE AND BRASS STAMPED "TICK PLAC" IN CONCRETE, IN CALCULATED POSITION, SEE BOUNDARY SURVEY PERFORMED BY THE FIRM IN RECORDS, 2002.
- ⑫ FOUND 8.17" BENCH WITH PLASTIC CAP STAMPED "TICK PLAC 8.17", FLUSH IN GROUND IN CALCULATED POSITION, SEE BOUNDARY SURVEY PERFORMED BY THE FIRM IN RECORDS, 2002.
- ⑬ FOUND 8.17" BENCH WITH PLASTIC CAP STAMPED "TICK PLAC 8.17", FLUSH IN GROUND IN CALCULATED POSITION, SEE BOUNDARY SURVEY PERFORMED BY THE FIRM IN RECORDS, 2002.



ONION PEAK DESIGN
 11480 EVERGREEN WAY
 NEHALEM, OR 97131
 (503) 440-4403

TOPOGRAPHIC SURVEY FOR
THE HOFFMAN CENTER
 34 10 26 AC
 TAX LOTS
 14300 & 15301
 SW 1/4, NE 1/4, SECTION 29, T30N, R10W, W.M.
 TILLAMOOK COUNTY
 JANUARY 8, 2003

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR
Eric M. White
 OREGON
 APRIL 28, 2014
 ERIC M. WHITE
 78372
 ISSUE 4/28/14



COUNCIL ORDINANCE No. 24-04

AN ORDINANCE OF THE CITY OF MANZANITA, OREGON, ANNEXING AND ZONING PROPERTY FOLLOWING CONSENT FILED WITH THE CITY COUNCIL BY LANDOWNERS IN SAID AREA PURSUANT TO ORS 222.120 AND ORS 222.170; PINE GROVE PROPERTIES, INC., AND ESTABLISHING THE SPECIAL RESIDENTIAL-RECREATIONAL (SR-R) ZONE ON THE ANNEXED PROPERTY.

WHEREAS, the City of Manzanita received a submission by written request for annexation of real property to the City of Manzanita, herein described in Exhibit “A”; and

WHEREAS, the submission for annexation of real property to the City of Manzanita, herein described in Exhibit “A” included a concurrent zone change to establish the Special Residential – Recreational (SR-R) Zone; and

WHEREAS, on March 11, 2024, the Planning Commission for the City of Manzanita conducted a hearing on said application submitted by Pine Grove Properties, Inc., making findings recommending annexation of the subject property and establishment of the Special Residential – Recreational (SR-R) Zone; and

WHEREAS, after conducting the hearing and considering all objections or remonstrance with reference to the proposed annexation and zone change, and further considering the recommendation of the Manzanita Planning Commission, the City Council finds that this annexation and zone change requests are in the best interest of the City and of the contiguous territory.

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

Section 1. **Findings.** In addition to the findings referred to above, the City Council further adopts and finds those matters contained in Exhibit “B,” which is incorporated herein by this reference as if fully set forth at this point.

Section 2. **Annexation Area.** Based upon the findings contained above and in Exhibit “B”, the contiguous territory described in Exhibit “A” and incorporated herein by this reference as if fully set forth at this point is hereby proclaimed to be annexed to the City of Manzanita and zoned in accordance with the Manzanita Ordinance 95-4 and assigned the zoning of Special Residential – Recreational (SR-R).

Section 3. **Record.** The City Recorder shall submit to the Oregon Secretary of State a copy of this Ordinance. The City Recorder shall also send a description by metes and bounds, or legal subdivision, and a map depicting the new boundaries of the City of Manzanita within ten (10) days of the effective date of this annexation ordinance to the Tillamook County Assessor, Tillamook County Clerk, and the Oregon State Department of Revenue.

Section 4: **Emergency Declaration.** It is hereby adjudged and declared that existing conditions are such that this Ordinance is necessary for the immediate preservation of the public peace, health and safety and an emergency is hereby declared to exist. This Ordinance shall take effect and be in full force and effect from and after its passage.

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

Read the second time and adopted by the City Council on _____.

Signed by the Mayor on _____.

Kathryn Stock, Mayor

ATTEST:

Leila Aman, City Manager/Recorder

EXHIBIT A

PROPERTY DESCRIPTION



APRIL 8, 2024
LEGAL DESCRIPTION
FOR
ENCORE INVESTMENTS, LLC
FOR
ZONE CHANGE

A portion of that tract of land as described in Deed Book 346, Page 194, Tillamook County Deed Records, situated in the Northwest one-quarter of the Southwest one-quarter of Section 28, Township 3 North, Range 10 West of the Willamette Meridian, Tillamook County, Oregon, further described as follows:

Beginning at the Northeast corner of said Deed Book 346, Page 194, said point also being the East one-quarter corner of Section 28, Township 3 North, Range 10 West of the Willamette Meridian;

Thence along the exterior boundary of said Book 314, Page 194 the following courses and distances:

Thence South 01°08'58" West 677.58 feet;

Thence North 88°51'02" West 87.76 feet;

Thence North 01°08'58" East 21.85 feet;

Thence North 88°51'02" West 40.00 feet;

Thence South 01°08'58" West 5.00 feet;

Thence Southwesterly along the arc of a 20.00 foot radius curve to the right through a central angle of 90°00'00" a distance of 31.42 feet (chord bears South 46°08'58" West 28.28 feet);

Thence North 88°51'02" West 30.00 feet;

Thence South 01°08'58" West 40.00 feet;

Thence North 88°51'02" West 40.86 feet;

Thence South 01°08'58" West 398.57 feet to the North right-of-way of Necarney City County Road;

Thence Southwesterly along said right-of-way along the arc of a 230.00 foot radius non-tangent curve to the left (radius bears South 15°23'27" West) through a central angle of 51°57'22" a distance of 208.57 feet (chord bears South 74°21'33" West 237.14 feet);

Thence South 43°22'19" West 41.02 feet along said right-of-way;

Thence North 46°37'29" West 86.10 feet;

Thence South 63°54'55" West 122.72 feet;

Thence South 68°13'38" West 116.31 feet;

Thence South 70°39'59" West 89.30 feet;

Thence South 80°14'38" West 63.12 feet;

Thence leaving the exterior boundary of said Book 346, Page 194, North 02°23'39" East 154.57 feet;

Thence North 60°19'24" East 517.14 feet;

Thence North 01°02'31" East 136.21 feet;

Thence North 57°23'07" East 99.35 feet;

Thence North 00°25'53" East 243.46 feet;

Thence Northwesterly along the arc of a 100.00 foot radius curve to the left through a central angle of 90°41'21" a distance of 158.28 feet (chord bears North 44°54'48" West 142.27 feet);

Thence North 20°04'05" East 117.92 feet;

Thence North 90°00'00" West 28.10 feet;

Thence Northwesterly along the arc of a 270.00 foot radius curve to the right through a central angle of 21°01'17" a distance of 99.06 feet (chord bears North 79°29'21" West 98.51 feet);

Thence North 68°58'43" West 15.14 feet;

Thence North 21°01'17" East 40.00 feet;

Thence North 68°58'43" West 105.44 feet;

Thence Northwesterly along the arc of a 530.00 foot radius curve to the left through a central angle of 01°08'10" a distance of 10.51 feet (chord bears North 69°32'48" West 10.51 feet);

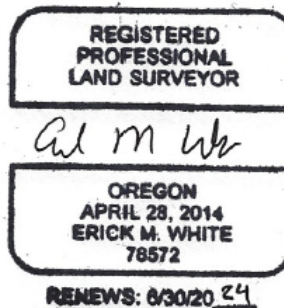
Thence Northeasterly along the arc of a 25.00 foot radius non-tangent curve to the left (radius bears North 19°53'07" East) through a central angle of 105°38'54" a distance of 46.10 feet (chord bears North 57°03'40" East 39.84 feet);

Thence North 04°14'13" East 111.12 feet to the North boundary of said Book 346, Page 194;

Thence North 89°47'18" East 714.75 feet along said boundary to the **Point of Beginning**.

Containing 12.54 Acres.

The purpose of this legal description is not create a separate tax lot.



d:\onion peak design\private\2023\encore wfh 2301\encore zone change.2404.docx

EXHIBIT B

I. BACKGROUND

1. APPLICANT: Pine Grove Properties, Inc. (Owner - James P. Pentz).
2. PROPERTY LOCATION: The property is located at the east end of Meadows Drive. Necarney City County Road borders the site along the south. There is no site address, and the County Assessor places the property within a portion of Township 3 North; Range 10 West; Section 28; Tax Lot #1401.
3. SUBJECT AREA: 12.54 acres.
4. EXISTING DEVELOPMENT: The vacant subject area fronts two public streets and public services are available.
5. ZONING: The Comprehensive Plan designates the land as Medium Density Residential (R-2).
6. ADJACENT ZONING AND LAND USE: Property to the east and south is in Tillamook County and designated RMD. To north lies C-1 zoned land located along US Highway 101 and containing a mix of commercial uses. All remaining adjacent property is zoned SR-R and contains a mix of open space and residential development.
7. REQUEST: Application to Annex 12.54 acres into the City limits of Manzanita, and a Zone Change from Medium Density Residential Zone (R-2) to Special Residential-Recreation Zone (SR-R).
8. DECISION CRITERIA: Annexation - Oregon Revised Statute Chapter 222; Zone Change - Sections 9.010 to 9.050 of Ordinance 95-5.

II. APPLICATION SUMMARY

- A. The applicant wishes to annex approximately 12.54 acres of R-2 designated land. The subject area is located along the east side of the property and extends south to Necarney City County Road. Upon annexation, the property normally would be zoned R-2, consistent with the Comprehensive Plan designation. However, in addition to the annexation, the applicant wishes to change the zoning from R-2 to SR-R on the entire 12.54 acres. While the applicant intends to develop the site for residential uses, the application does not include a concurrent development proposal.
- B. The City development regulations do not include annexation provisions. By default, the City is subject to provisions in Oregon Revised Statutes Chapter 222, Sections 222.111 to 222.177. The City Council has the option to conduct a public hearing on the request or refer the annexation to the voters. In addition, the Zoning

Ordinance does not contain specific criteria for a Zone Change. Only Article 9, Amendments includes provisions applicable to the amendment process.

III. ANNEXATION

- A. ORS Chapter 222 contains annexation procedures (a copy of the material is included as Attachment “A”). The statute does not specifically require (nor prohibit) the Planning Commission’s review of a request. City Legal Counsel previously concurred with this approach (Highlands 4 & 5 Subdivision), suggesting the Commission’s role is to provide a recommendation to the Council. This is entirely consistent with other legislative-type actions - such as zone changes or code amendments - that require a Commission recommendation as part of the legislative process. As noted in ORS 222.120 to ORS 222.177, the City Council has options on how to make a final determination, including providing an opportunity for a public vote on matter.

- B. ORS 222.111 Authority and procedure for annexation; specifying tax rate in annexed territory. This Section allows extending the boundaries of any city by the annexation of territory that is not within a city, and that is contiguous to the city or separated from it only by a public right of way or a stream, bay, lake, or other body of water. Such territory may lie either wholly or partially within or without the same county in which the city lies. Further, an annexation may be initiated by the legislative body of the city, on its own motion, or by a petition to the legislative body of the city by owners of real property in the territory to be annexed.

- C. ORS 222.170. Annexation by consent before public hearing. This Section allows for annexation by ordinance after a public hearing, if the City receives written consent from “more than half of the owners of land in the territory, who also own more than half of the land in the contiguous territory and of real property therein representing more than half of the assessed value of all real property in the contiguous territory.”

FINDINGS: The property owner submitted a request to annex the property prior to the public hearings. The applicant represents a majority of the electors and owns more than half of the land in the territory proposed to be annexed and has filed a statement of consent to be annexed on or before the date of the public hearing. The subject property (Tax Lot 1401) is located within the City’s Urban Growth Boundary and adjacent and contiguous to the City limits to the west (Highlands 4 & 5 Subdivision). Existing service districts (fire and sanitary sewer) will continue to serve the site as water and sanitary services were extended to the Highlands Subdivision located to the west. In summary, this portion of Tax Lot 1401 is available for urban uses and meets the statutory requirements for annexation.

IV. ZONE CHANGE

- A. As noted, the Zoning Ordinance does not contain specific review provisions for a zone change. The only available guidelines were provisions on processing amendments (Article 9, Amendments). The following findings address these

provisions:

1. Section 9.010 Authorization to Initiate Amendments. An amendment to the text of this Ordinance or to the zoning map may be initiated by the City Council, the Planning Commission or by application of a property owner. The request by a property owner for an amendment shall be accomplished by filing an application with the City Manager.

FINDINGS: The property owner initiated the zone change, filing the necessary application and supporting documents.

2. Section 9.020 Public Hearings on Amendments. The Planning Commission shall conduct a public hearing on the proposed amendment at its earliest practicable meeting after the amendment is proposed and shall, within 40 days after the hearing, recommend to the City Council approval, disapproval, or modified approval of the proposed amendment. After receiving the recommendation of the Planning Commission, the City Council shall hold a public hearing on the proposed amendment, and approve, disapprove, or modify the proposed amendment.

FINDINGS: The hearing before the Commission (on March 11, 2024) and Council (on June 5, 2024) comply with the requirements in the Section. On March 11, 2024 the Planning Commission made a recommendation to the City Council to approve the zone change, if the annexation is accepted.

3. Section 9.030 Record of Amendments. The City Manager shall maintain records of amendments to the text and zoning map of the Ordinance.

FINDINGS: This Section establishes an administrative requirement for the City.

4. Section 9.040 Limitations on Reapplication. No application of a property owner for an amendment to the text of this Ordinance or to the zoning map shall be considered by the Planning Commission within the one-year period immediately following a previous denial of such request, except the Planning Commission may permit a new application if, in the opinion of the Planning Commission, new evidence or a change of circumstances warrant it.

FINDINGS: This Section does not apply as this is the applicant's first request for this specific zone change.

5. Section 9.050 Amendments Affecting Manufactured Dwelling Parks. If an application would change the zone of property which includes all or part of a manufactured dwelling park as defined by ORS 446.003, the governing body shall give written notice by first class mail to each existing mailing address for tenants of the manufactured dwelling park at least 20 days but not more than 40 days before the date of the first hearing on the application.

The failure of a tenant to receive a notice which was mailed shall not invalidate any zone change.

FINDINGS: This Section does not apply as the request does not involve property containing a manufactured dwelling park.

B. The Amendment Article addresses the process but does not provide any decision criteria. As the zone change applies to residential zones (Ordinance Section 2.020), the Manzanita Comprehensive Plan provides guidance on “Residential Land Uses.” The Land Use Goal states the following: *“To maintain and create residential living areas which are safe and convenient, which make a positive contribution to the quality of life, and which are harmonious with the coastal environment.”* Five policies support this Goal; the following reviews the policies and supporting findings:

1. Policy #1 - Protect living qualities by requiring landscape screening or buffering between dwellings and commercial uses.

FINDINGS: The Zoning Ordinance allows the City to require screening or buffering as part of residential development projects. Specific examples in the Zoning Ordinance include Section 4.060 for multi-family projects, Section 4.156(3) for site design review, and Section 5.031(g) for conditional uses. These provisions are applicable to specific development projects but not directly applicable to the zone change.

2. Policy #2 - Require that subdivisions include adequate public street access for each house and lot, paved streets, adequate water and sewer systems, storm drainage, underground telephone, TV Cable, and electrical lines. Street plantings and trees are desirable. Improvements should be of good quality.

FINDINGS: Several sections of the Manzanita Subdivision Ordinance 95-5, specifically related to streets and utilities, implement these provisions.

3. Policy #3 - Permit a variety of dwellings and flexibility in densities and site design for large, planned developments. Density standards established in the vicinity will generally serve as the basis for the overall density of such planned developments. Special review and approval by the Planning Commission will be required. Projects will be expected to provide usable open space, community facilities and other special amenities. The clustering of dwelling units in order to leave a greater amount of land for open space is encouraged.

FINDINGS: Provisions in the existing R-2 zone effectively limit residential development to the creation of individual lots for either single family homes or duplexes [Section 3.010(1)]. The SR-R zone not only permits single family homes and duplexes [Section 3.030(2)] but permits multi-family homes and townhouses (same Section). In addition, Section 3.030(4)

allows higher densities and design flexibility in the SR-R zone, including clustering of homes.

4. Policy #4 - Require minimum lot sizes for single-family homes which adequately accommodate contemporary dwellings; separate structures for adequate light, air, fire-fighting access, and prevention of the spread of fire; provide space for two family automobiles per single-family dwelling. Pre-existing lots of sub-standard size may be developed under special conditions.

FINDINGS: As noted, both the R-2 and SR-R zones allow single-family and duplex residences. Since residential development in the SR-R zone must conform to the R-3 zone standards [Section 3.030(4)(b)], both the existing R-2 zone [Section 3.010(3)] and proposed SR-R zone contain similar lot size and dimension requirements [Section 3.020(3)]. Therefore, the zone change to SR-R will not reduce the ability of the City to provide single family homes in a manner consistent with this policy.

5. Policy #5 - Require, in areas without urban services, minimum lot sizes which will assure that no danger to the public health will result from water supply or sewage disposal into the ground.

FINDINGS: This is not directly applicable, as urban services are available to the property regardless of zoning.

- C. A further issue is whether the loss of R-2 zoning will impact the City's overall ability to provide housing. The 2019 Buildable Lands Inventory conducted a survey of available, developable residential land within the City's Urban Growth Boundary. The report concluded with the following summary:

Summary of Residential Buildable Lands Inventory

Approximately 96 acres of land are available in the residential BLI. It may seem surprising that most of the land available falls under high density residential zoning (roughly 94%), but this is partially explained by the fact that R-2 medium density residential (the most populous zone) is technically classified as high density residential as it allows more than 8 units per acre given a minimum lot size of 5,000 square feet per unit. In fact, there are no zones classified as low density residential given our criteria. Medium density residential and commercial / mixed-use make up 5.6% and 0.5% of the residential BLI respectively.

Vacant land represents by far the largest opportunity for development, comprising almost 99% of the land available in the buildable lands inventory. While less partially vacant and redevelopable land is available, the location of specific parcels are important as they may represent geographies where development is highly desired (i.e., areas close to commercial cores) or where infrastructure (water and sewer) is available.

Table 9: Summary of Residential Buildable Lands Inventory, Manzanita UGB, 2019

Housing Category	Vacant (acres)	Partially Vacant (acres)	Redevelopable (acres)	Total Buildable (acres)
Low Density Residential	-	-	-	-
Medium Density Residential	5.40	-	-	5.40
High Density Residential	89.14	1.00	0.02	90.16
Commercial / Mixed-use	0.44	0.06	-	0.49
Total:	94.97	1.06	0.02	96.05

Both the R-2 and SR-R zones allow single-family and duplex residences and developed to similar standards. The only significant difference between the two zones is that the SR-R zone allows multi-family residences. Therefore, the zone change does not eliminate housing opportunities permitted in the R-2 zone but increases overall housing opportunities by allowing multi-family units. On balance, the zone change will not reduce or inhibit the City's ability to provide needed housing.

- D. While this application does not contain a concurrent development proposal, the applicant made it clear during public testimony the sole purpose of the request is to create moderate income/workforce housing for the community. Also, during public testimony the applicant was willing to accept a condition, including deed restriction, to ensure only construction of this type of housing, and the use of the property for short-term rentals is prohibited. The Council concurs with the need for such housing options, noting findings in Policy #3, above. Therefore, the City Council finds it appropriate to place conditions on the zone change that will ensure the site is developed as intended by the applicant, thereby meeting the needs of the community.

V. CITY COUNCIL DECISION – ANNEXATION

Based on the above findings the Manzanita City Council finds the proposed Annexation is consistent with the relevant provisions in ORS Chapter 222.

VI. CITY COUNCIL DECISION – ZONE CHANGE

Based on the above findings the Manzanita City Council finds the proposed Zone Change establishing the Special Residential-Recreation zone is consistent with the relevant provisions in the Manzanita Zoning Ordinance, subject to the following conditions:

- A. Development of the newly annexed property shall be limited to moderate income housing or below as defined in Oregon Revised Statutes 456.270 and subsequent legislative amendments. This limitation shall be placed as a deed restriction and evidence of the restriction shall be provided prior to submittal of any applications or permits to develop the newly annexed property.

- B. Establishment of short-term rentals as defined by the Nehalem Zoning Ordinance shall be prohibited.



Leila Aman
City Manager
City of Manzanita
167 S. 5th St.
PO Box 129
Manzanita, OR 97130

April 29, 2024

RE: Manzanita Solid Waste Collection Franchise

Dear Leila:

In compliance with the terms of our franchise agreement, please find enclosed the following documents that make up the annual financial report:

1. Rate Review Report, which includes the following:
 - a. 2023 calendar year actual expenses, and all allowable expenses that we reasonably anticipate will be incurred in the upcoming rate year beginning July 1, 2024,
 - b. The allocation method used to allocate shared expenses,
 - c. The Operating Ratios for the preceding calendar year and the upcoming rate year, and
 - e. Projected Ratio with new proposed rates.
2. Proposed Rates for the City of Manzanita

One additional document, the third-party Financial Review, is not yet available but will be sent separately in the coming days.

Thank you for your patience and for the extra time to submit these documents to you as we have worked through lingering impacts of a cyber security incident that impacted all Recology sites during the last six months. We are happy to report that all systems are back online and Recology has taken considerable steps to prevent future incidents from occurring.

Despite the setbacks we incurred, on the ground services continued without noticeable impact to customers. We want to recognize our Coast operations teams who utilized both memory and experience to continue to provide safe and uninterrupted services over the past months.

Regarding the current rate review, inflationary and other pressures continued through 2023 and projections indicate that we will continue to see increasing costs in key areas that affect our collections operations. Here are some key drivers:

- Labor costs are up at the coast due to filling remaining vacancies and also for employee retention
- Disposal is up due to both increased labor costs and pass through disposal costs at the transfer station
- Fuel is up from the previous year (though there has been some softening lately in fuel prices)



- Supply chain issues continue to impact access to parts and equipment in addition to labor increases in our shop/maintenance service areas

Based on our projections for the upcoming rate year (July 1, 2024 – June 30, 2025), and to maintain the target Operating Ratio of 90% going forward, Recology is proposing a 3.9% increase across all service rates.

We appreciate the opportunity to provide these essential services to our neighbors in Manzanita. We take this obligation seriously, and we are committed to keeping our operations running as expected. We look forward to attending an upcoming council meeting, either in person or virtually. Dan Blue will be reaching out to you soon to coordinate scheduling.

Please let us know if you have any questions or need any additional information. You can reach out to me at (503) 803-4984 or by email at ccarey@recology.com or to Dan Blue at 503-405-0261 or dblue@recology.com.

Respectfully,

A handwritten signature in black ink, appearing to read 'Chris Carey', is written over a white background.

Chris Carey
General Manager



RWO-NCC 2023-2024 Cost of Service Report

	RWO - North Coast Collection Total			Manzanita, Nehalem and Wheeler		
	2023 Calendar Year Actual	2024-25 Projected Rate Year	Allocation Method	2023 Calendar Year Actual	Adjustments and Projected Changes	2024-25 Projected Rate Year
REVENUE				Rate Adj. % >>>	3.90%	
Collection Services - Residential	\$ 7,060,779	\$ 7,343,746	Actual	\$ 432,000	\$ 19,550	\$ 451,550
Collection Services - Commercial	\$ 4,887,005	\$ 5,102,407	Actual	\$ 182,729	\$ 8,472	\$ 191,201
Collection Services - Debris Box Svcs	\$ 890,595	\$ 958,531	Actual	\$ 38,097	\$ (1,130)	\$ 36,967
SUBTOTAL: CS (RA % applies)	\$ 12,838,379	\$ 13,404,684	Actual	\$ 652,826	\$ 26,892	\$ 679,718
Proposed Rate Adjustment	\$ -	\$ 571,394		\$ -	\$ -	\$ 26,509
Collection Services - DB Disposal	\$ 880,167	\$ 880,167	Actual	\$ 14,037	\$ -	\$ 14,037
Collection Services - Medical Waste	\$ 160,496	\$ 165,922	Actual	\$ 2,538	\$ (166)	\$ 2,372
Collection Services - Other	\$ 30,289	\$ 28,631	Actual	\$ 805	\$ (261)	\$ 544
Non-Franchised Revenue	\$ 81,189	\$ 119,771	Actual	\$ -	\$ -	\$ -
Total Revenue	\$ 13,990,520	\$ 15,170,570		\$ 670,206	\$ 26,465	\$ 723,179
Franchise Fees	\$ (623,725)	\$ (649,289)		\$ (33,339)	\$ -	\$ (35,975)
Revenue w/o Franchise Fees	\$ 13,366,795	\$ 14,521,281		\$ 636,866	\$ -	\$ 687,205
LABOR EXPENSES						
Operational Personnel	\$ 1,585,737	\$ 1,752,573	Labor Hours	\$ 86,370	\$ 11,557	\$ 97,927
Non-Franchised Labor & Related	\$ -	\$ 80,222	Labor Hours	\$ -	\$ -	\$ -
Health Insurance	\$ 399,071	\$ 514,346	Labor Hours	\$ 21,736	\$ 7,004	\$ 28,740
Payroll Taxes	\$ 134,726	\$ 148,901	Labor Hours	\$ 7,338	\$ 982	\$ 8,320
Labor Overhead	\$ 143,859	\$ 199,999	Labor Hours	\$ 7,835	\$ 3,340	\$ 11,175
Total Labor Expenses	\$ 2,263,392	\$ 2,696,041		\$ 123,279	\$ 22,882	\$ 146,161
DISPOSAL EXPENSES						
Disposal Charges - Outside Source	\$ 639,337	\$ 670,665	O/S Disposal	\$ 151,009	\$ 7,399	\$ 158,409
Disposal-Medical Waste	\$ 74,366	\$ 76,597	MW Disposal	\$ 1,385	\$ 42	\$ 1,427
Disposal - Free Dump Vouchers (Astoria)	\$ 28,176	\$ 29,585	Actual	\$ -	\$ -	\$ -
Inter-Company Disposal - Yard Debris	\$ 396,543	\$ 398,567	Program Yards	\$ -	\$ -	\$ -
Inter-Company Disposal - Garbage	\$ 2,604,906	\$ 2,745,165	I/C Disposal	\$ -	\$ -	\$ -
Total Disposal Expenses	\$ 3,743,328	\$ 3,920,578		\$ 152,395	\$ 7,441	\$ 159,836
OPERATIONAL EXPENSES						
Fuel	\$ 472,569	\$ 583,159	Labor Hours	\$ 25,739	\$ 6,845	\$ 32,585
Non-Franchised Fuel	\$ 37,958	\$ 46,841	Actual	\$ -	\$ -	\$ -
Repairs & Maintenance	\$ 1,914,062	\$ 2,007,851	Labor Hours	\$ 104,252	\$ 7,938	\$ 112,191
Repairs & Maint - Non-Franchised Hauling	\$ 26,644	\$ 27,950	Actual	\$ -	\$ -	\$ -
Repairs and Maint. - 3rd Party Shop	\$ -	\$ -	Actual	\$ -	\$ -	\$ -
Contract Labor	\$ 6,887	\$ -	Labor Hours	\$ 359	\$ (359)	\$ -
Business Licenses and Fees	\$ 233,629	\$ 242,561	Labor Hours	\$ 12,725	\$ 828	\$ 13,553
Non-Franchised Business Licenses and Fees	\$ 13,356	\$ 13,356	Actual	\$ -	\$ -	\$ -
Depreciation and Amortization	\$ -	\$ -	Labor Hours	\$ -	\$ -	\$ -
Operational Lease and Rent	\$ 751,149	\$ 749,507	Labor Hours	\$ 40,912	\$ 967	\$ 41,879
Non-Franchised Ops Lease/Rent	\$ 64,865	\$ 64,865	Actual	\$ -	\$ -	\$ -
Op. Lease and Rent - (Seaside Depot)	\$ 4,000	\$ 4,000	Actual	\$ -	\$ -	\$ -
Supplies	\$ 39,084	\$ 80,999	Labor Hours	\$ 2,036	\$ 2,293	\$ 4,329
Insurance Expense	\$ 109,458	\$ 114,821	Labor Hours	\$ 5,703	\$ 434	\$ 6,137
Recycling Processing	\$ 491,131	\$ 525,019	Program Hours	\$ -	\$ -	\$ -
Freight	\$ 12,179	\$ 12,776	Labor Hours	\$ 663	\$ 51	\$ 714
Other Operational	\$ 30,689	\$ 32,193	Labor Hours	\$ 1,599	\$ 122	\$ 1,721
Total Operational Expenses	\$ 4,207,660	\$ 4,505,897		\$ 193,989	\$ 19,120	\$ 213,108
SUBTOTAL	\$ 3,152,415	\$ 3,398,766		\$ 167,204	\$ 895	\$ 168,099
ADMINISTRATIVE EXPENSES						
Administrative Services	\$ 1,403,930	\$ 1,365,351	Computed	\$ 60,319	\$ 1,530	\$ 61,848
Management Services	\$ 402,375	\$ 455,117	Computed	\$ 20,106	\$ 510	\$ 20,616
Postage	\$ 8,653	\$ 9,077	Cust Counts	\$ 521	\$ 26	\$ 546
Billing Services	\$ 43,488	\$ 45,619	Cust Counts	\$ 2,618	\$ 128	\$ 2,746
Bank Service Charges	\$ 61,718	\$ 64,742	Cust Counts	\$ 3,715	\$ 182	\$ 3,897
Dues and Subscriptions	\$ 13,818	\$ 14,495	Cust Counts	\$ 832	\$ 41	\$ 873
Contributions	\$ 13,279	\$ 13,930	Cust Counts	\$ 799	\$ 39	\$ 839
Office Supplies	\$ 13,815	\$ 14,492	Cust Counts	\$ 832	\$ 41	\$ 872
Advertising & Promotions	\$ 8,072	\$ 8,467	Cust Counts	\$ 486	\$ 24	\$ 510
Professional Services	\$ 8,376	\$ 8,786	Cust Counts	\$ 504	\$ 25	\$ 529
Business Meals	\$ 8,591	\$ 9,012	Cust Counts	\$ 517	\$ 25	\$ 542
Travel	\$ 12,053	\$ 12,643	Cust Counts	\$ 726	\$ 36	\$ 761
Bad Debts	\$ 23,736	\$ 28,530	Cust Counts	\$ 1,429	\$ 289	\$ 1,717
Telephone	\$ 32,407	\$ 33,995	Cust Counts	\$ 1,951	\$ 96	\$ 2,046
Education & Training	\$ 7,213	\$ 7,567	Cust Counts	\$ 434	\$ 21	\$ 455
Miscellaneous	\$ 19,596	\$ 20,556	Cust Counts	\$ 1,180	\$ 58	\$ 1,237
Total Administrative Expenses	\$ 2,081,119	\$ 2,112,380		\$ 96,968	\$ 3,069	\$ 100,037
Interest Income, Loss on Sale of Assets	\$ (12,098)	\$ (15,637)	Cust Counts	\$ (728)	\$ (213)	\$ (941)
NET INCOME BEFORE TAX	\$ 1,083,394	\$ 1,302,023		\$ 70,964	\$ (1,961)	\$ 69,003
Operating Margin	8.11%	8.97%		11.14%	3.90%	10.04%
Calculated Operating Ratio	91.37%	90.74%		88.85%		89.97%

RWO-NCC 2023-2024 Cost of Service Report



	RWO - North Coast Collection Total			Manzanita, Nehalem and Wheeler		
	2023 Calendar Year Actual	2024-25 Projected Rate Year	Allocation Method	2023 Calendar Year Actual	Adjustments and Projected Changes	2024-25 Projected Rate Year
Allocation Data:				Op Margin: not more than 12%		
Revenue	\$ 13,990,520	\$ 15,170,570		\$ 670,206		\$ 723,179
Revenue Percent	100.00%	100.00%		4.68%		4.77%
2023 All Labor %	100.00%	100%		5.21%		5.34%
2023 Franchised Labor %	100.00%	100%		5.45%		5.59%
2023 Outside Source (O/S) Disposal %	100.00%	100%		23.62%		23.62%
2023 Inter-Company (I/C) Disposal %	99.99%	100%		0.00%		0.00%
2023 Medical Waste %	100.00%	100%		1.86%		1.86%
2023 Yard Debris (I/C) %	100.00%	100%		0.00%		0.00%
2023 Recycling %	100.00%	100%		0.00%		0.00%
2023 Customer Count %	100.00%	100%		6.02%		6.02%
Operating Ratio Calculation:						
Total Expenses:						
Total Labor	\$ 2,263,392	\$ 2,696,041		\$ 123,279		\$ 146,161
Total Disposal	\$ 3,743,328	\$ 3,920,578		\$ 152,395		\$ 159,836
Total Operational	\$ 4,207,660	\$ 4,505,897		\$ 193,989		\$ 213,108
Total Administrative	\$ 2,081,119	\$ 2,112,380		\$ 96,968		\$ 100,037
Total	\$ 12,295,499	\$ 13,234,895		\$ 566,631		\$ 619,143
Less Non Allowable Expenses:						
Interest on Purchase of routes	\$ -	\$ -		\$ -		\$ -
Non-Franchised Ops Costs	\$ (142,824)	\$ (153,012)		\$ -		\$ -
Amortization	\$ -	\$ -		\$ -		\$ -
Contributions	\$ (13,279)	\$ (13,930)		\$ (799)		\$ (839)
Allowable Expenses	\$ 12,139,396	\$ 13,067,953		\$ 565,831		\$ 618,304
Revenue						
Revenue w/o Franchise Fees	\$ 13,366,795	\$ 14,521,281		\$ 636,866		\$ 687,205
Less Non-Franchised Revenue	\$ (81,189)	\$ (119,771)				
Revenue (w/o Non-Franchised Revenue)	\$ 13,285,606	\$ 14,401,510		\$ 636,866		\$ 687,205
Operating Ratio:						
Allowable Expenses divided by	\$ 12,139,396	\$ 13,067,953		\$ 565,831		\$ 618,304
Revenue (net of Pass Through)	\$ 13,285,606	\$ 14,401,510		\$ 636,866		\$ 687,205
Calculated Operating Ratio	91.4%	90.7%		88.8%		90.0%



City of Manzanita

COUNCIL RESOLUTION No. 24-

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

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

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

WHEREAS, Western Oregon Waste, Inc. has requested a 3.9 percent increase in the fee schedule to reflect increased costs of operation since the fees were last raised; and

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

Now, Therefore, be it Resolved by the City Council of the City of Manzanita that Effective July 1, 2024, the Recology Western Oregon Inc Proposed Rate Schedule contained in Attachment 1 attached hereto and by this reference incorporated herein is hereby adopted.

Introduced and adopted by the City Council on _____.

This resolution is effective on _____.

Kathryn Stock, Mayor

ATTEST:

Leila Aman, City Manager/ City Recorder

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

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

32 GALLON CART SERVICE

MONTHLY RATES

32GWC	32G CART-CURB	\$ 27.02	3.90%	\$ 1.05	\$ 28.07
32GEC	32G CART EOW-CURBSIDE	\$ 17.57	3.90%	\$ 0.69	\$ 18.26
32GMC	32G CART MONTHLY-CURB	\$ 9.47	3.90%	\$ 0.37	\$ 9.84
OC3C	32 GAL CART ON CALL CURB	\$ 9.47	3.90%	\$ 0.37	\$ 9.84
	EACH ADDITIONAL - SAME RATE				

90 GALLON CART SERVICE

MONTHLY RATES

90GWC	90G CART-CURB	\$ 45.05	3.90%	\$ 1.76	\$ 46.81
90GEC	90G CART EOW-CURB	\$ 29.27	3.90%	\$ 1.14	\$ 30.41
90GMC	90G CART OAM-CURB	\$ 15.76	3.90%	\$ 0.61	\$ 16.37
OC9C	90 GAL CART ON CALL CURB	\$ 15.76	3.90%	\$ 0.61	\$ 16.37
	EACH ADDITIONAL - SAME RATE				

MONTHLY CART RENT (FOR ON-CALL SERVICE)

90GOC	90G CART WILL CALL-CURB	\$ 2.84	3.90%	\$ 0.11	\$ 2.95
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SPECIAL PICK-UP (FOR OFF-SCHEDULE COLLECTI (C/S = Curbside)

RATE PER EACH

SP32C	SPEC P/U 32G CART C/S	\$ 9.47	3.90%	\$ 0.37	\$ 9.84
SP90C	SPEC P/U 90G CART C/S	\$ 15.76	3.90%	\$ 0.61	\$ 16.37

CART SERVICES - NON-CURBSIDE (SIDEYARD)

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

32 GALLON CART SERVICE

MONTHLY RATES

32GWS	32G CART-SIDE	\$ 27.56	3.90%	\$ 1.07	\$ 28.63
32GES	32G CART EOW-SIDEYARD	\$ 17.91	3.90%	\$ 0.70	\$ 18.61
32GMS	32G CART MONTHLY-SIDE	\$ 9.66	3.90%	\$ 0.38	\$ 10.04
OC3S	32 GAL CART ON CALL SIDE	\$ 9.66	3.90%	\$ 0.38	\$ 10.04
	EACH ADDITIONAL - SAME RATE				

90 GALLON CART SERVICE

MONTHLY RATES

90GWS	90G CART-SIDE	\$ 69.05	3.90%	\$ 2.69	\$ 71.74
90GES	90G CART EOW-SIDE	\$ 44.92	3.90%	\$ 1.75	\$ 46.67
90GMS	90G CART OAM-SIDE	\$ 24.16	3.90%	\$ 0.94	\$ 25.10
OC9S	90 GAL CART ON CALL SIDE	\$ 24.16	3.90%	\$ 0.94	\$ 25.10
	EACH ADDITIONAL - SAME RATE				

MONTHLY CART RENT (FOR ON-CALL SERVICE)

90GOS	90G CART WILL CALL-SIDE	\$ 2.84	3.90%	\$ 0.11	\$ 2.95
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SPECIAL PICK-UP (FOR OFF-SCHEDULE COLLECTI (NON C/S = Non-Curbside)

RATE PER EACH

SP32S	SPEC P/U 32G CART NON C/S	\$ 9.66	3.90%	\$ 0.38	\$ 10.04
SP90S	SPEC P/U 90G CART NON C/S	\$ 24.16	3.90%	\$ 0.94	\$ 25.10

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

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

RATE PER EACH

XBAG	EXTRA BAG(S)	\$ 7.11	3.90%	\$ 0.28	\$ 7.39
XBOX	EXTRA BOX	\$ 7.11	3.90%	\$ 0.28	\$ 7.39
XCAN	EXTRA CAN(S)	\$ 7.11	3.90%	\$ 0.28	\$ 7.39
XMISC	EXTRA MISC	\$ 7.11	3.90%	\$ 0.28	\$ 7.39
X32	EXTRA 32G CART(S)	\$ 7.11	3.90%	\$ 0.28	\$ 7.39
X90	EXTRA 90G CART(S)	\$ 11.28	3.90%	\$ 0.44	\$ 11.72

BULKY ITEM COLLECTION (SVC CHARGE + CHARGE PER ITEM)

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

RATE PER EACH

APF	REFRIGERATOR/FREEZER	\$ 54.24	3.90%	\$ 2.12	\$ 56.36
APPL	APPLIANCE	\$ 12.05	3.90%	\$ 0.47	\$ 12.52
FURN	FURNITURE CHARGE	\$ 18.08	3.90%	\$ 0.71	\$ 18.79
TREE	EXTRA CHRISTMAS TREE	\$ 14.25	3.90%	\$ 0.56	\$ 14.81
IRSC	IN ROUTE SERVICE CHARGE	\$ 21.33	3.90%	\$ 0.83	\$ 22.16
SC	SERVICE CHARGE	\$ 48.53	3.90%	\$ 1.89	\$ 50.42

RELATED FEES

RATE PER EACH

CRIR	CART REDELIVERY IN ROUTE	\$ 10.50	3.90%	\$ 0.41	\$ 10.91
CROR	CART REDELIVER OUT OF ROUTE	\$ 21.00	3.90%	\$ 0.82	\$ 21.82
CORDF	CONTAINER RE-DELIVERY FEE	\$ 48.53	3.90%	\$ 1.89	\$ 50.42

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

RATE PER EACH

CCF	CART CLEANING FEE	\$ 10.50	3.90%	\$ 0.41	\$ 10.91
CRF	CART REPLACEMENT FEE	\$ 68.25	3.90%	\$ 2.66	\$ 70.91

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

RATE PER EACH

RF	REINSTATEMENT FEE	\$ 15.00	0.00%	\$ -	\$ 15.00
NSFCF	RETURNED CHECK FEE	\$ 25.00	0.00%	\$ -	\$ 25.00

FRONT-LOAD CONTAINER SERVICE

1 YARD CONTAINERS

MONTHLY RATES

1GW	1YD TRASH	\$ 151.33	3.90%	\$ 5.90	\$ 157.23
1GE	1YD TRASH EOW	\$ 89.10	3.90%	\$ 3.47	\$ 92.57
1GM	1YD TRASH MONTHLY	\$ 55.62	3.90%	\$ 2.17	\$ 57.79
1OC	ON CALL-1YD TRASH	\$ 31.63	3.90%	\$ 1.23	\$ 32.86
1XP	EXTRA PICK UP-1YD TRASH	\$ 31.63	3.90%	\$ 1.23	\$ 32.86

1.5 YARD CONTAINERS

MONTHLY RATES

1HGW	1.5YD TRASH	\$ 189.28	3.90%	\$ 7.38	\$ 196.66
1HGE	1.5YD TRASH EOW	\$ 108.08	3.90%	\$ 4.22	\$ 112.30
1HGM	1.5YD TRASH MONTHLY	\$ 63.98	3.90%	\$ 2.50	\$ 66.48
1HOC	ON CALL-1.5YD TRASH	\$ 41.24	3.90%	\$ 1.61	\$ 42.85
1HXP	EXTRA PICK UP-1.5YD TRASH	\$ 41.24	3.90%	\$ 1.61	\$ 42.85

2 YARD CONTAINERS

MONTHLY RATES

2GW	2YD TRASH	\$ 227.25	3.90%	\$ 8.86	\$ 236.11
2GE	2YD TRASH EOW	\$ 127.06	3.90%	\$ 4.96	\$ 132.02
2GM	2YD TRASH MONTHLY	\$ 73.16	3.90%	\$ 2.85	\$ 76.01
2OC	ON CALL-2YD TRASH	\$ 50.89	3.90%	\$ 1.98	\$ 52.87
2XP	EXTRA PICK UP-2YD TRASH	\$ 50.89	3.90%	\$ 1.98	\$ 52.87

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

MONTHLY RATES

3GW	3YD TRASH	\$ 303.14	3.90%	\$ 11.82	\$ 314.96
3GE	3YD TRASH EOW	\$ 165.01	3.90%	\$ 6.44	\$ 171.45
3GM	3YD TRASH MONTHLY	\$ 90.68	3.90%	\$ 3.54	\$ 94.22
3OC	ON CALL-3YD TRASH	\$ 70.19	3.90%	\$ 2.74	\$ 72.93
3XP	EXTRA PICK UP-3YD TRASH	\$ 70.19	3.90%	\$ 2.74	\$ 72.93

4 YARD CONTAINERS

MONTHLY RATES

4GW	4YD TRASH	\$ 379.07	3.90%	\$ 14.78	\$ 393.85
4GE	4YD TRASH EOW	\$ 202.99	3.90%	\$ 7.92	\$ 210.91
4GM	4YD TRASH MONTHLY	\$ 108.23	3.90%	\$ 4.22	\$ 112.45
4OC	ON CALL-4YD TRASH	\$ 89.48	3.90%	\$ 3.49	\$ 92.97
4XP	EXTRA PICK UP-4YD TRASH	\$ 89.48	3.90%	\$ 3.49	\$ 92.97

5 YARD CONTAINERS

MONTHLY RATES

5GW	5YD TRASH	\$ 454.99	3.90%	\$ 17.74	\$ 472.73
5GE	5YD TRASH EOW	\$ 240.93	3.90%	\$ 9.40	\$ 250.33
5GM	5YD TRASH MONTHLY	\$ 125.76	3.90%	\$ 4.90	\$ 130.66
5OC	ON CALL-5YD TRASH	\$ 108.73	3.90%	\$ 4.24	\$ 112.97
5XP	EXTRA PICK UP-5YD TRASH	\$ 108.73	3.90%	\$ 4.24	\$ 112.97

6 YARD CONTAINERS

MONTHLY RATES

6GW	6YD TRASH	\$ 530.89	3.90%	\$ 20.70	\$ 551.59
6GE	6YD TRASH EOW	\$ 278.90	3.90%	\$ 10.88	\$ 289.78
6GM	6YD TRASH MONTHLY	\$ 143.28	3.90%	\$ 5.59	\$ 148.87
6OC	ON CALL-6YD TRASH	\$ 128.04	3.90%	\$ 4.99	\$ 133.03
6XP	EXTRA PICK UP-6YD TRASH	\$ 128.04	3.90%	\$ 4.99	\$ 133.03

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

MONTHLY RATES

8GW	8YD TRASH	\$ 623.16	3.90%	\$ 24.30	\$ 647.46
8GE	8YD TRASH EOW	\$ 325.00	3.90%	\$ 12.68	\$ 337.68
8GM	8YD TRASH MONTHLY	\$ 164.59	3.90%	\$ 6.42	\$ 171.01
8OC	ON CALL-8YD TRASH	\$ 151.48	3.90%	\$ 5.91	\$ 157.39
8XP	EXTRA PICK UP-8YD TRASH	\$ 151.48	3.90%	\$ 5.91	\$ 157.39

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

RNT1	1YD RENT - TRASH	\$ 21.00	3.90%	\$ 0.82	\$ 21.82
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FRONT-LOAD COMPACTOR RATE FACTORS - For all compacted material, including pre-compacted waste.

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

DEBRIS BOX SERVICES

SET HAUL FEES (BASED ON AVERAGE TRUCK TIMES)

RATE PER HAUL

DEL	DELIVERY CHARGE	\$ 48.52	3.90%	\$ 1.89	\$ 50.41
10HG	10 YD TRASH BOX HAUL	\$ 245.19	3.90%	\$ 9.56	\$ 254.75
20HG	20 YD TRASH BOX HAUL	\$ 245.19	3.90%	\$ 9.56	\$ 254.75
30HG	30 YD TRASH BOX HAUL	\$ 245.19	3.90%	\$ 9.56	\$ 254.75
47HG	47 YD TRASH BOX HAUL	\$ 245.19	3.90%	\$ 9.56	\$ 254.75
40CG	COMPACTOR HAUL FEE (ALL SIZES)	\$ 286.43	3.90%	\$ 11.17	\$ 297.60

**RECOLOGY WESTERN OREGON
MAN CITY OF MANZANITA**

**SUMMARY RATE SHEET
EFF. DATE: 7/1/2024**

CODE	DESCRIPTION	CURRENT RATE	INC %	INC \$\$	NEW RATE
DEBRIS BOX DISPOSAL FEES (\$\$/TON) RATE PER TON					
DFDM	DISPOSAL FEE - DEMOLITION	\$ 107.72	3.90%	\$ 4.20	\$ 111.92
DFG	DISPOSAL FEE - GARBAGE	\$ 107.72	3.90%	\$ 4.20	\$ 111.92
DFWD	DISPOSAL FEE - WOOD	\$ 58.80	3.90%	\$ 2.29	\$ 61.09
DFYD	DISPOSAL FEE - YARD DEBRIS	\$ 89.49	3.90%	\$ 3.49	\$ 92.98

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

RELATED FEES					RATE PER DAY
RENTD	DAILY RENTAL FEE	\$ 15.07	3.90%	\$ 0.59	\$ 15.66

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

					RATE PER MONTH
RENTM	MONTHLY RENTAL FEE	\$ 135.08	3.90%	\$ 5.27	\$ 140.35

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

					RATE PER HOUR
TIME	TRUCK TIME FEE	\$ 127.68	3.90%	\$ 4.98	\$ 132.66
1T1E	1 TRUCK - 1 EMPLOYEE	\$ 127.68	3.90%	\$ 4.98	\$ 132.66
1T2E	1 TRUCK - 2 EMPLOYEES	\$ 191.54	3.90%	\$ 7.47	\$ 199.01

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

TEMPORARY RENTAL CONTAINERS					RATE PER EACH
3YRGD	DELV 3 YD RENTAL FOR TRASH	\$ 28.20	3.90%	\$ 1.10	\$ 29.30
3YRGP	SERVICE 3 YD RENTAL FOR TRASH	\$ 98.25	3.90%	\$ 3.83	\$ 102.08
3YRXD	ADDL DAY - 3YD RENT CONTAINER	\$ 2.10	3.90%	\$ 0.08	\$ 2.18

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

BULKY ITEMS - DEBRIS BOX

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

					RATE PER EACH
TOFFR	TIRE CHARGE NO RIM	\$ 4.81	3.90%	\$ 0.19	\$ 5.00
TONR	TIRE CHARGE ON RIM	\$ 9.63	3.90%	\$ 0.38	\$ 10.01
TTNR	TRUCK TIRES NO RIM	\$ 12.05	3.90%	\$ 0.47	\$ 12.52
TTWR	TRUCK TIRES WITH RIM	\$ 24.11	3.90%	\$ 0.94	\$ 25.05
APPL	APPLIANCE	\$ 12.05	3.90%	\$ 0.47	\$ 12.52
APF	REFRIGERATOR/FREEZER	\$ 54.24	3.90%	\$ 2.12	\$ 56.36

MEDICAL WASTE COLLECTION SERVICES					RATE PER EACH
M4HSC	4.7 QT SHARPS CONTAINER	\$ 26.81	3.90%	\$ 1.05	\$ 27.86
M10SC	10 QT SHARPS CONTAINER	\$ 30.32	3.90%	\$ 1.18	\$ 31.50
M23SC	23 QT SHARPS CONTAINER	\$ 53.97	3.90%	\$ 2.10	\$ 56.07
9CDBC	9GAL CONFIDENTIAL DOCUMENT BOX	\$ 34.30	3.90%	\$ 1.34	\$ 35.64
M21BX	21 GAL MEDICAL WASTE BOX	\$ 45.12	3.90%	\$ 1.76	\$ 46.88
M48BX	48 GAL MEDICAL WASTE BOX	\$ 51.59	3.90%	\$ 2.01	\$ 53.60
M8GBP	RX MED WASTE TUB	\$ 102.34	3.90%	\$ 3.99	\$ 106.33

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

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

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

This Contract is between the City of Manzanita (the "MANZANITA"), and Carlson Geotechnical ("Contractor"), to provide Limited Geotechnical Investigation Report & Geotechnical Engineering Support Services for Classic Street Improvements.

The parties agree as follows:

Effective Date and Termination Date. The effective date of this contract shall be effective June 6, 2024 or the date on which each party has signed this Contract, whichever is later. Unless earlier terminated as provided below, the termination date shall be July 1, 2024.

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

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

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

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

STANDARD TERMS AND CONDITIONS

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

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

4. **No Third Party Beneficiaries.** Manzanita and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.
5. **Successors in Interest.** The provisions of this Contract shall be binding upon and inure to the benefit of the parties and their successors and approved assigns, if any.
6. **Nonperformance.** In the event of nonperformance under this contract, Manzanita, after seven (7) days written notice, shall have the right to obtain from other sources such products, services, or both as may be required to accomplish the work not performed, and it is agreed that the difference in cost, if any, for said work or goods shall be borne by the Contractor. For purposes of this section, nonperformance shall be defined as failure to appear and perform work, the failure to deliver goods as specified and scheduled, or both.
7. **Early Termination.** This Contract may be terminated as follows unless otherwise specified herein:
 - a. Manzanita and Contractor, by mutual written agreement, may terminate this Contract at any time.
 - b. Manzanita in its sole discretion may terminate this Contract for any reason on 30 days written notice to Contractor.
 - c. Either Manzanita or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination, the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.
 - d. Notwithstanding paragraph 7(c), Manzanita may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation or non-renewal of any license, permit, or certificate that Contractor must hold to provide services under this Contract.
8. **Payment of Invoices**
 - a. Method of Payment. Contractor shall bill MANZANITA monthly as services are performed. Payment shall be made as provided in Exhibit 1

- b. Payment on Early Termination. Upon termination pursuant to paragraph 7, payment shall be made as follows:
- (i) If terminated under 7(a) or 7(b) for the convenience of Manzanita, Manzanita shall pay Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract. Manzanita shall not be liable for direct, indirect or consequential damages. Termination shall not result in a waiver of any other claim Manzanita may have against Contractor.
 - (ii) If terminated under 7(c) by the Contractor due to a breach by Manzanita, then Manzanita shall pay the Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract.
 - (iii) If terminated under 7(c) or 7(d) by Manzanita due to a breach by the Contractor, then Manzanita shall pay the Contractor for work performed prior to the termination date provided such work was performed in accordance with the Contract less any setoff to which Manzanita is entitled.

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

- a. Delivery of Goods. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by Contractor, unless otherwise specified in the solicitation documents. If specifically authorized to ship goods F.O.B. point of origin, Contractor agrees to prepay all shipping charges, route by cheapest method, and bill Manzanita as a separate item on the invoice for said charges. Manzanita will refuse to accept any C.O.D. shipment. Responsibility and liability for loss or damage shall remain with Contractor until final inspection and acceptance, when responsibility shall pass to Manzanita except as to latent defects, fraud, and Contractor's warranty obligations.
- b. Inspection of Goods. Goods furnished under the Contract shall be subject to inspection and test by Manzanita at times and place determined by Manzanita. If Manzanita finds goods furnished to be incomplete or not in compliance with the Contract, Manzanita, at its sole discretion, may either reject the goods, require Contractor to correct any defects without charge, or negotiate with Contractor to sell the goods to Manzanita at reduced prices, whichever Manzanita deems equitable under the circumstances. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by Manzanita, Manzanita may reject the goods and cancel the Contract in whole or in part. Any rejection of goods or materials whether held by Manzanita or returned, will be at Contractor's risk and expense. Nothing in this paragraph shall in any way affect or limit Manzanita's rights as Buyer under the UCC, including the rights and remedies relating to rejection under ORS 72.6020 and revocation of acceptance under ORS 72.6080.

- c. Purchase Order Number Required. All invoices, packing lists, packages, shipping notices, and any other written document affecting this Contract shall contain the applicable purchase order number. Packing list(s) shall be enclosed with each and every shipment pursuant to this Contract indicating the contents therein. Each container (box, bag, etc.) shall show the purchase order number.
- d. Warranties. Unless otherwise stated, all goods shall be free and clear of any liens or encumbrances and shall be new (and, if applicable, the current model) and shall carry full manufacturer warranties. Contractor warrants all goods delivered to be free from defects in labor, material, and manufacture and to be in compliance with the specifications set out in this Contract. All implied and express warranty provisions of the UCC are hereby incorporated by reference. Further, Contractor represents and warrants to Manzanita that Contractor has the power and authority to enter into and perform this Contract and that this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor, enforceable in accordance with its terms.
- e. Cash Discount. If Manzanita is entitled to a cash discount, the period of computation shall start on the date the entire order is delivered or the date the invoice is received, whichever is later.

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

- a. Contractor shall not employ any person for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of Contracts for personal services as defined in ORS 279A.055, the laborer shall be paid at least time and a half pay: (a) for all overtime in excess of eight hours a day or 40 hours in any one week when the workweek is five consecutive days, Monday through Friday; or (b) for all overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and (c) for work performed on Saturday and on any legal holiday specified in any applicable collective bargaining agreement or ORS 279B.020(1)(b)(B) to (G).
- b. Contractor shall comply with ORS 652.220 (Prohibition of discriminatory wage rates based on sex; employer not to discriminate against employee who is a complainant). Compliance is a material element of the Contract. Failure to comply is a breach that entitles the Owner to terminate the contact for cause.
- c. Contractor may not prohibit any of Contractor's employees from discussing the employee's rate of wage, salary, benefits or other compensation with another employee or another person, and may not retaliate against an employee who does so.

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

- a. Make payment promptly, as due, to all persons supplying to such Contractor labor or material for the prosecution of the work provided for this contract;
- b. Pay all contributions or amounts due the Industrial Accident Fund by the Contractor or subcontractors, if permitted, incurred in the performance of this contract;
- c. Not permit any lien or claim to be filed or prosecuted against Manzanita on account of any labor or material furnished; and
- d. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

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

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

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

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

- a. Contractor shall promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.
- b. All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

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

and seek damages and other relief available under the terms of this Contract or under applicable law.

15. Non-Appropriation/Adequate Funding

- a. If payment for work under this contract extends into Manzanita's next fiscal year, Manzanita's obligation to pay for such work is subject to approval of future appropriations to fund this Contract by Manzanita's board of directors.
- b. Continuation of this contract, at specified levels, is conditioned on adequate funding under Manzanita's budget adopted in June of each year. MANZANITA reserves the right to adjust the level of services in accordance with funding levels adopted.

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

- a. If terminated by Manzanita due to a breach by the Contractor, Manzanita may complete the work either itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall pay to Manzanita the amount of the reasonable excess.
- b. In addition to other remedies provided in this contract for breach by the Contractor, Manzanita also shall be entitled to any other equitable and legal remedies that are available.
- c. If Manzanita breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of any Contract payments for work or services performed.

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

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

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

Contractor shall maintain all fiscal records directly relating to this Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any

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

- 20. Ownership of Work.** All work products created by the Contractor as part of Contractor's performance of this Contract, including background data, documentation and staff work that is preliminary to final reports, shall be the exclusive property of Manzanita. If any such work products contain intellectual property of the Contractor that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants Manzanita a perpetual, royalty-free, fully paid-up, non-exclusive and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, use, re-use, in whole or in part, and to authorize others to do so, all such work products. Manzanita shall have no rights in any pre-existing work product of Contractor provided to Manzanita by Contractor in the performance of this contract except to copy, use and re-use any such work product for Manzanita use only.

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

- 21. Security.** Any disclosure or removal of any matter or property on the part of the Contractor or Contractor's employees shall be cause for immediate cancellation of the Contract. Any liability, including, but not limited to, attorney fees, resulting from any action or suit brought against Manzanita as a result of the Contractor's or Contractor's employees' willful or negligent release of information, documents or property contained in or on Manzanita property shall be borne by the Contractor. All information, documents and property contained within these facilities shall be considered privileged and confidential.
- 22. Compliance with Applicable Law.** Contractor shall comply with all federal, state, and local laws applicable to public contracts and to the work done under this Contract, and all regulations and administrative rules established pursuant to those laws.
- 23. Indemnity and Hold Harmless.** Contractor shall defend, indemnify, and hold Manzanita, its officers, agents, officials, and employees, harmless from, for, and against all liability, loss, costs, fines, or expenses, including attorney's fees, and against all claims, actions or judgments (1) based upon or arising out of damage or injury (including death) to persons or property caused by any act or omission of an act by Contractor or its

subcontractors, employees or agents in connection with the performance of this Contract or by conditions created thereby and (2) based upon violation of any statute, ordinance or regulation. This contractual indemnity provision does not abrogate common law or statutory liability and indemnification benefitting Manzanita, but is in addition to such common law or statutory provisions.

24. **Insurance.** Contractor shall provide insurance in accordance with Exhibit 2.
25. **Waiver.** Waiver of any default under this Contract by Manzanita shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Contract.
26. **Governing Law.** The provisions of this Contract shall be construed in accordance with the laws of the State of Oregon and rules of Manzanita, as they exist at the time of signing or any subsequent addenda. Any legal action involving any question arising under this Contract must be brought in Tillamook County Circuit Court. If the claim must be brought in a federal forum, then it shall be brought and conducted in the United States District Court for the State of Oregon.
27. **Severability.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held invalid.
28. **Merger Clause.** This Contract and the attached exhibits constitute the entire agreement between the parties. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.
29. **Anti-discrimination Clause.** Contractor must comply with all applicable requirements of federal and state civil rights law and rehabilitation statutes and shall not discriminate based on race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, source of income, or political affiliation in programs, activities, services, benefits or employment. Contractor shall not discriminate against minority-owned, women-owned or emerging small businesses. Contractor certifies that it has not discriminated and will not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantage business enterprise, a minority-owned business, a women-owned business, a business that a service-disabled veteran owns, or an emerging small business enterprise certified under ORS 200.055.
30. **Removal of Employees.** At Manzanita's request, Contractor must immediately remove any employee from all Manzanita properties if Manzanita determines, in its sole discretion, the removal of that employee is in Manzanita's best interests.

31. **Amendments.** Any amendment of this Contract, or consent to or waiver of its terms, must be in writing and signed by an authorized representative of each party.
32. **Counterparts.** This Contract may be signed in counterparts, each of which is deemed an original but together constitutes this same Contract. Electronically transmitted copies are effective as originals.
33. **Notices and Communications.** Notices and communications between the parties must be sent to the following addresses:

If to MANZANITA: City of Manzanita
 Attn:
 Leila Aman
 City Manager
 167 S 5th Manzanita, OR 97130
 PO Box 129, Manzanita OR, 97130
 E-mail: laman@ci.manzanita.or.us

If to Contractor: M. David Irish, CESCL
 Carlson Geotechnical
 18270 SW Boones Ferry Road, Suite 6, Durham, Oregon 97224
 E-mail: dirish@carlsonesting.com

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

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

[Signature page follows]

CONTRACTOR DATA AND SIGNATURE

Business Name: _____
Business Address: _____
Contractor Phone: _____
Federal Tax ID# or Social Security #: _____
Is Contractor a nonresident alien? Yes No
Business Designation (check one): Sole Proprietorship Partnership
 Corporation-for profit Corporation-non-profit
 Other [describe here: _____]

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

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

Signature	Title
Name (please print)	Date

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

CITY OF MANZANITA SIGNATURE
(This contract is not binding on Manzanita until signed the appropriate signing authority)

Signature	Title	Date
Name (please print)		

EXHIBIT 1
Services Contract

STATEMENT OF WORK, COMPENSATION,
PAYMENT and RENEWAL TERMS

1. Contractor shall perform the following work:

1.0 PURPOSE & SCOPE OF WORK

1.1 Task 1: Limited Geotechnical Investigation Report

The purpose of our work will be to explore subsurface conditions at the site in order to provide limited geotechnical recommendations for use in design and construction of the proposed roadway. The report will be considered “limited” as this assignment will not include an evaluation of seismic hazards at the site. Our specific scope of services will include the following:

1.1.1 Fieldwork & In-Situ Testing

- **Utility Locates:** Contact the Oregon Utilities Notification Center to mark the locations of public utilities at the site within a 20-foot radius of our planned explorations. *Our client will be responsible for clearly marking the locations of private utilities, irrigations lines, etc., at the site. Private utilities include public utilities outside of the public right-of-way.* CGT will not be responsible for damage caused to public or private utilities that are not clearly identified and marked.
- **Drilled Borings:** Explore subsurface conditions at the site by observing the advancement of six drilled borings. Additional details of the borings follow:
 - The borings will be advanced via the hollow-stem auger technique using a truck-mounted drill rig provided and operated by our licensed drilling subcontractor.
 - The borings will be advanced to depths of about 10 feet below ground surface (bgs) or practical refusal, whichever occurs first. The thickness of the existing AC and base course will be measured.
 - Sampling and testing within the borings will include:
 - Standard Penetration Tests (SPTs) will be conducted using a split-spoon sampler in general accordance with ASTM D1586. SPTs will be conducted (and samples obtained) at about 3 to 4 feet bgs within each boring, and at 2½- to 5-foot intervals thereafter to the termination depths of the borings.
 - If encountered, CGT will measure depths to groundwater in the borings. The water level(s) will be checked in the borings just prior to backfilling.
 - Drill spoils (soil cuttings and drilling fluids) from the borings will be left on-site unless otherwise directed by our client. Cuttings will be left adjacent to the roadway near each boring location in a small pile. Drilling fluids generally consist of a slurry of bentonite clay, water, and soil and can be spread or pumped (sprayed) over adjacent vegetated areas, subject to review by the client.
 - The borings will be backfilled with granular bentonite prior to departure from the site, and the surface will be restored with cold-patch asphalt.

- Dynamic Cone Penetration (DCP) Tests: Perform DCP tests at each of the six drilled boring locations following removal of the AC pavement and base course to depths of up to 3 feet bgs. DCP test results will be presented in the written report along with resilient modulus (M_r) values based on published (ODOT) correlations.
- Soil Classification: Classify the soils collected from the explorations in general accordance with ASTM D2488 (Visual-Manual Procedure). A qualified member of CGT's staff will observe and maintain detailed logs of subsurface conditions encountered in the explorations.
- Visual Condition Survey: Perform a visual inspection of the existing pavement surface within the subject roadway. The primary objective of this survey is to identify areas showing signs of surface distress (e.g. fatigue/alligator cracking, transverse/longitudinal cracking, deterioration, etc.). A CGT Professional Geotechnical Engineer (P.E./G.E.), or an engineer-in-training (EIT) under that engineer's direct technical supervision, will perform the visual condition survey.

1.1.2 Laboratory Testing

Laboratory testing on selected samples obtained during site exploration will include the following:

- Up to eight moisture content determinations (ASTM D2216).
- Up to two percentage passing the U.S. Standard No. 200 Sieve tests (ASTM D1140).
- Up to one Atterberg limits (plasticity) test (ASTM D4318).

1.1.3 Written Report

Based on the information obtained from the explorations, laboratory testing, and our engineering analysis, we will provide a written report including the following:

- Site Vicinity Map & Site Plan: A site vicinity map and a site plan showing the approximate location of the explorations relative to existing site features.
- Exploration Logs: Logs of the explorations, including observed groundwater depths and results of laboratory tests performed on selected samples.
- Technical Narrative: A technical narrative describing site geology, the results of the completed field investigation, and descriptions of the subsurface materials encountered.
- Site Preparation: Geotechnical recommendations for site preparation and earthwork, including:
 - Stripping/grubbing depths.
 - Subgrade preparation.
 - Wet/dry weather earthwork.
 - Utility trench excavation and backfill.
 - Shrink/swell potential.
 - Fill type for imported materials.
 - Use of on-site soils as structural fill.
 - Fill compaction criteria.
 - General grading considerations.
- Temporary Excavations: Geotechnical recommendations for temporary excavations, including an OSHA soil type, lateral earth pressures, lateral earth pressure coefficients, and dewatering (if required). *Please note this proposal assumes our client will retain a separate engineer to design and develop details for temporary (or permanent) shoring systems, if selected.* CGT intends to assist the shoring designer in a support role by providing recommendations for soil parameters necessary to complete their design.
- Pavement Structural Capacity Evaluation: Perform a structural capacity evaluation of the existing pavement structure within the referenced roadway in general accordance with Sections 5.3 and 5.4 of the 1993 AASHTO Pavement Design Manual. Design traffic loading will be assigned in accordance with appropriate City of Manzanita design standards for the functional street classification or provided traffic count data. Results of our engineering analyses will be presented in the written report.

- Geotechnical Recommendations – Existing Pavements: If the evaluation indicates the structural capacity of the existing pavement structure is insufficient for design future traffic loading, the report will include geotechnical recommendations for structural enhancement, including:
 - Repair/treatment of existing pavement exhibiting significant distress (cracking, etc.), if required.
 - If considered, design and construction of a pavement overlay, including minimum thickness and construction considerations (surface preparation, placement, and compaction).
 - If considered, design and construction of a new AC pavement section, including subgrade preparation and minimum aggregate base and pavement thicknesses. Design of the AC section will be based on:
 - An estimated resilient modulus (M_r) value for the subgrade soils based on the DCP tests.
 - Provided traffic loading for the indicated functional street classification.
 - Procedures presented in the current City of Manzanita Pavement Design Standards manual.
- Geotechnical Recommendations – New Pavements: Geotechnical recommendations for new pavements (widening areas), including:
 - Stripping depths, wet/dry weather earthwork, grading and drainage, fill type for imported materials, use of on-site soils, utility trench excavation and backfill, and compaction criteria.
 - Design and construction of new AC pavements, including subgrade preparation and minimum aggregate base and pavement thicknesses. Design of the pavement section(s) will be based on:
 - An estimated resilient modulus (M_r) value for the subgrade soils based on the DCP tests.
 - Provided traffic loading for the indicated functional street classification.
 - Procedures presented in the current City of Manzanita Pavement Design Standards manual.
- Rigid Retaining Walls: Geotechnical engineering recommendations for use in design and construction of conventional, cast-in-place, rigid retaining walls, including allowable soil bearing pressure, lateral earth pressures, seismic lateral loading considerations, and backfill placement, compaction, and drainage.
- Deep Foundations: Geotechnical (soil) design parameters for deep foundations (as requested). Depending on subsurface conditions encountered, recommendations for helical piles, driven steel pipe piles, or similar types of deep foundation systems will be presented. In addition, guidelines for installation and load testing will be presented. *Please note this proposal assumes our client will retain a separate engineer to design and develop construction details for deep foundations. CGT will assist the designer by providing recommendations for soil parameters necessary to complete their design.*

1.1.4 Report Submittal

CGT will submit an electronic (PDF) copy of the report by email to our

client. Upon request, CGT can also provide up to three bound paper copies of the final report. Our final report will be stamped and signed by a Professional Geotechnical Engineer (P.E./G.E.) licensed in the State of Oregon.

1.2 Task 2: Geotechnical Engineering Support Services (Line Item Service)

CGT will provide supplemental geotechnical engineering support services as requested by City of Manzanita and members of their design team(s). These services are proposed to be performed on an on-call, time and expense basis at the request of the client and design team(s) as final plans are being developed. These services are anticipated to include:

- Review updated project plans to be provided for our review as they are developed.
- Attend design meeting(s) and/or phone conference(s) as requested by the City or design team.
- Assist the design team with geotechnical and geologic engineering support services to help identify key remaining considerations for the project(s).
- Prepare addendum(s) to the geotechnical reports to address final design concepts and provide miscellaneous geotechnical recommendations for the project (if required).

2. The maximum total payment under this Contract, including expenses: \$15,430

3. Manzanita shall pay Contractor on the following basis: 50% of the project fee will be paid at 50% completion of tasks and the remaining 50% upon project completion.

1. **4.. Manzanita will pay expenses on the following terms and conditions:** City will pay hard costs and out-of-pocket expenses including, but are not limited to: signage, postage, fax, specialty copywriting services, e-newsletter services, professional graphic design, printing, web design, online wire service press release distribution, video production and photography. Contract does not include social paid advertising. WOPR can develop a recommended budget for social advertising during the social media strategy session. Any hard cost expenses will be approved by the city in advance of expenditure.

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

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

EXHIBIT 2
Services Contract
INSURANCE REQUIREMENTS

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

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

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

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

Required by MANZANITA Not required by MANZANITA

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

Required by MANZANITA Not required by MANZANITA

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

Required by MANZANITA Not required by MANZANITA

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

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

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

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

This Contract is between the City of Manzanita (the "MANZANITA"), and Onion Peak Design ("Contractor"), to provide Professional Surveying Services for the Classic St area.

The parties agree as follows:

Effective Date and Termination Date. The effective date of this contract shall be effective June 6, 2024 or the date on which each party has signed this Contract, whichever is later. Unless earlier terminated as provided below, the termination date shall be July 1, 2024.

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

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

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

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

STANDARD TERMS AND CONDITIONS

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

(ORS 30.260 through 30.300). Contractor shall be responsible for all federal, state, and local taxes and any and all fees applicable to payments for services under this Contract.

4. **No Third Party Beneficiaries.** Manzanita and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.
5. **Successors in Interest.** The provisions of this Contract shall be binding upon and inure to the benefit of the parties and their successors and approved assigns, if any.
6. **Nonperformance.** In the event of nonperformance under this contract, Manzanita, after seven (7) days written notice, shall have the right to obtain from other sources such products, services, or both as may be required to accomplish the work not performed, and it is agreed that the difference in cost, if any, for said work or goods shall be borne by the Contractor. For purposes of this section, nonperformance shall be defined as failure to appear and perform work, the failure to deliver goods as specified and scheduled, or both.
7. **Early Termination.** This Contract may be terminated as follows unless otherwise specified herein:
 - a. Manzanita and Contractor, by mutual written agreement, may terminate this Contract at any time.
 - b. Manzanita in its sole discretion may terminate this Contract for any reason on 30 days written notice to Contractor.
 - c. Either Manzanita or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination, the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.
 - d. Notwithstanding paragraph 7(c), Manzanita may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation or non-renewal of any license, permit, or certificate that Contractor must hold to provide services under this Contract.
8. **Payment of Invoices**
 - a. Method of Payment. Contractor shall bill MANZANITA monthly as services are performed. Payment shall be made as provided in Exhibit 1
 - b. Payment on Early Termination. Upon termination pursuant to paragraph 7, payment shall be made as follows:

- (i) If terminated under 7(a) or 7(b) for the convenience of Manzanita, Manzanita shall pay Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract. Manzanita shall not be liable for direct, indirect or consequential damages. Termination shall not result in a waiver of any other claim Manzanita may have against Contractor.
- (ii) If terminated under 7(c) by the Contractor due to a breach by Manzanita, then Manzanita shall pay the Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract.
- (iii) If terminated under 7(c) or 7(d) by Manzanita due to a breach by the Contractor, then Manzanita shall pay the Contractor for work performed prior to the termination date provided such work was performed in accordance with the Contract less any setoff to which Manzanita is entitled.

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

- a. Delivery of Goods. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by Contractor, unless otherwise specified in the solicitation documents. If specifically authorized to ship goods F.O.B. point of origin, Contractor agrees to prepay all shipping charges, route by cheapest method, and bill Manzanita as a separate item on the invoice for said charges. Manzanita will refuse to accept any C.O.D. shipment. Responsibility and liability for loss or damage shall remain with Contractor until final inspection and acceptance, when responsibility shall pass to Manzanita except as to latent defects, fraud, and Contractor's warranty obligations.
- b. Inspection of Goods. Goods furnished under the Contract shall be subject to inspection and test by Manzanita at times and place determined by Manzanita. If Manzanita finds goods furnished to be incomplete or not in compliance with the Contract, Manzanita, at its sole discretion, may either reject the goods, require Contractor to correct any defects without charge, or negotiate with Contractor to sell the goods to Manzanita at reduced prices, whichever Manzanita deems equitable under the circumstances. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by Manzanita, Manzanita may reject the goods and cancel the Contract in whole or in part. Any rejection of goods or materials whether held by Manzanita or returned, will be at Contractor's risk and expense. Nothing in this paragraph shall in any way affect or limit Manzanita's rights as Buyer under the UCC, including the rights and remedies relating to rejection under ORS 72.6020 and revocation of acceptance under ORS 72.6080.
- c. Purchase Order Number Required. All invoices, packing lists, packages, shipping notices, and any other written document affecting this Contract shall contain the

applicable purchase order number. Packing list(s) shall be enclosed with each and every shipment pursuant to this Contract indicating the contents therein. Each container (box, bag, etc.) shall show the purchase order number.

- d. Warranties. Unless otherwise stated, all goods shall be free and clear of any liens or encumbrances and shall be new (and, if applicable, the current model) and shall carry full manufacturer warranties. Contractor warrants all goods delivered to be free from defects in labor, material, and manufacture and to be in compliance with the specifications set out in this Contract. All implied and express warranty provisions of the UCC are hereby incorporated by reference. Further, Contractor represents and warrants to Manzanita that Contractor has the power and authority to enter into and perform this Contract and that this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor, enforceable in accordance with its terms.
- e. Cash Discount. If Manzanita is entitled to a cash discount, the period of computation shall start on the date the entire order is delivered or the date the invoice is received, whichever is later.

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

- a. Contractor shall not employ any person for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of Contracts for personal services as defined in ORS 279A.055, the laborer shall be paid at least time and a half pay: (a) for all overtime in excess of eight hours a day or 40 hours in any one week when the workweek is five consecutive days, Monday through Friday; or (b) for all overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and (c) for work performed on Saturday and on any legal holiday specified in any applicable collective bargaining agreement or ORS 279B.020(1)(b)(B) to (G).
- b. Contractor shall comply with ORS 652.220 (Prohibition of discriminatory wage rates based on sex; employer not to discriminate against employee who is a complainant). Compliance is a material element of the Contract. Failure to comply is a breach that entitles the Owner to terminate the contact for cause.
- c. Contractor may not prohibit any of Contractor's employees from discussing the employee's rate of wage, salary, benefits or other compensation with another employee or another person, and may not retaliate against an employee who does so.

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

- a. Make payment promptly, as due, to all persons supplying to such Contractor labor or material for the prosecution of the work provided for this contract;
- b. Pay all contributions or amounts due the Industrial Accident Fund by the Contractor or subcontractors, if permitted, incurred in the performance of this contract;
- c. Not permit any lien or claim to be filed or prosecuted against Manzanita on account of any labor or material furnished; and
- d. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

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

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

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

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

- a. Contractor shall promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.
- b. All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

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

and seek damages and other relief available under the terms of this Contract or under applicable law.

15. Non-Appropriation/Adequate Funding

- a. If payment for work under this contract extends into Manzanita's next fiscal year, Manzanita's obligation to pay for such work is subject to approval of future appropriations to fund this Contract by Manzanita's board of directors.
- b. Continuation of this contract, at specified levels, is conditioned on adequate funding under Manzanita's budget adopted in June of each year. MANZANITA reserves the right to adjust the level of services in accordance with funding levels adopted.

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

- a. If terminated by Manzanita due to a breach by the Contractor, Manzanita may complete the work either itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall pay to Manzanita the amount of the reasonable excess.
- b. In addition to other remedies provided in this contract for breach by the Contractor, Manzanita also shall be entitled to any other equitable and legal remedies that are available.
- c. If Manzanita breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of any Contract payments for work or services performed.

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

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

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

Contractor shall maintain all fiscal records directly relating to this Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any

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

- 20. Ownership of Work.** All work products created by the Contractor as part of Contractor's performance of this Contract, including background data, documentation and staff work that is preliminary to final reports, shall be the exclusive property of Manzanita. If any such work products contain intellectual property of the Contractor that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants Manzanita a perpetual, royalty-free, fully paid-up, non-exclusive and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, use, re-use, in whole or in part, and to authorize others to do so, all such work products. Manzanita shall have no rights in any pre-existing work product of Contractor provided to Manzanita by Contractor in the performance of this contract except to copy, use and re-use any such work product for Manzanita use only.

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

- 21. Security.** Any disclosure or removal of any matter or property on the part of the Contractor or Contractor's employees shall be cause for immediate cancellation of the Contract. Any liability, including, but not limited to, attorney fees, resulting from any action or suit brought against Manzanita as a result of the Contractor's or Contractor's employees' willful or negligent release of information, documents or property contained in or on Manzanita property shall be borne by the Contractor. All information, documents and property contained within these facilities shall be considered privileged and confidential.
- 22. Compliance with Applicable Law.** Contractor shall comply with all federal, state, and local laws applicable to public contracts and to the work done under this Contract, and all regulations and administrative rules established pursuant to those laws.
- 23. Indemnity and Hold Harmless.** Contractor shall defend, indemnify, and hold Manzanita, its officers, agents, officials, and employees, harmless from, for, and against all liability, loss, costs, fines, or expenses, including attorney's fees, and against all claims, actions or judgments (1) based upon or arising out of damage or injury (including death) to persons or property caused by any act or omission of an act by Contractor or its

subcontractors, employees or agents in connection with the performance of this Contract or by conditions created thereby and (2) based upon violation of any statute, ordinance or regulation. This contractual indemnity provision does not abrogate common law or statutory liability and indemnification benefitting Manzanita, but is in addition to such common law or statutory provisions.

24. **Insurance.** Contractor shall provide insurance in accordance with Exhibit 2.
25. **Waiver.** Waiver of any default under this Contract by Manzanita shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Contract.
26. **Governing Law.** The provisions of this Contract shall be construed in accordance with the laws of the State of Oregon and rules of Manzanita, as they exist at the time of signing or any subsequent addenda. Any legal action involving any question arising under this Contract must be brought in Tillamook County Circuit Court. If the claim must be brought in a federal forum, then it shall be brought and conducted in the United States District Court for the State of Oregon.
27. **Severability.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held invalid.
28. **Merger Clause.** This Contract and the attached exhibits constitute the entire agreement between the parties. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.
29. **Anti-discrimination Clause.** Contractor must comply with all applicable requirements of federal and state civil rights law and rehabilitation statutes and shall not discriminate based on race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, source of income, or political affiliation in programs, activities, services, benefits or employment. Contractor shall not discriminate against minority-owned, women-owned or emerging small businesses. Contractor certifies that it has not discriminated and will not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantage business enterprise, a minority-owned business, a women-owned business, a business that a service-disabled veteran owns, or an emerging small business enterprise certified under ORS 200.055.
30. **Removal of Employees.** At Manzanita's request, Contractor must immediately remove any employee from all Manzanita properties if Manzanita determines, in its sole discretion, the removal of that employee is in Manzanita's best interests.

31. **Amendments.** Any amendment of this Contract, or consent to or waiver of its terms, must be in writing and signed by an authorized representative of each party.
32. **Counterparts.** This Contract may be signed in counterparts, each of which is deemed an original but together constitutes this same Contract. Electronically transmitted copies are effective as originals.
33. **Notices and Communications.** Notices and communications between the parties must be sent to the following addresses:

If to MANZANITA: City of Manzanita
Attn:
Leila Aman
City Manager
167 S 5th Manzanita, OR 97130
PO Box 129, Manzanita OR, 97130
E-mail: laman@ci.manzanita.or.us

If to Contractor: Erick White
Onion Peak Design
11460 Evergreen Way, Nehalem OR 97383
E-mail:erick.opd@gmail.com

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

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

[Signature page follows]

CONTRACTOR DATA AND SIGNATURE

Business Name: _____
Business Address: _____
Contractor Phone: _____
Federal Tax ID# or Social Security # _____
Is Contractor a nonresident alien? _____ Yes _____ No
Business Designation (check one): _____ Sole Proprietorship _____ Partnership
_____ Corporation-for profit _____ Corporation-non-profit
_____ Other [describe here: _____]

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

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

Signature

Title

Name (please print)

Date

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

CITY OF MANZANITA SIGNATURE

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

Signature

Title

Date

Name (please print)

EXHIBIT 1
Services Contract

STATEMENT OF WORK, COMPENSATION,
PAYMENT and RENEWAL TERMS

- **Contractor shall perform the following work:** Onion Peak to perform
Onion Peak Design will perform the field work necessary to locate all above ground features to create said topographic map as well as tie enough monuments to calculate the right-of-way boundaries. Upon completion of the field work, we will draft a topographic map that will include the following:

Right-of-way lines.
Existing asphalt and gravel roadways.
Existing driveway tie ins.
Utility locate paint marks via one-call.
Visible above ground utility features (water meters, water valves, pedestals, vaults, manholes, power poles, etc).
Trees within right-of-way.
Topographic features and contours within roadways.
Tops and toes of slopes – some will extend beyond right-of-way lines.
Tie ins to intersecting streets.
Topography will extend 50'-100' up Ridge Drive.

- **The maximum total payment under this Contract, including expenses: \$15,000**

- **Manzanita shall pay Contractor on the following basis:**
 1. **4.. Manzanita will pay expenses on the following terms and conditions:**

- **This Contract may be renewed on the following basis:** This contract will terminate on completion of the work. [REDACTED]

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

EXHIBIT 2
Services Contract
INSURANCE REQUIREMENTS

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

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

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

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

Required by MANZANITA Not required by MANZANITA

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

Required by MANZANITA Not required by MANZANITA

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

Required by MANZANITA Not required by MANZANITA

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

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

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

PROFESSIONAL SERVICES AGREEMENT

Between

CITY OF MANZANITA

And

North Coast Civil Design, LLC

This Professional Services Agreement (“Agreement”) is made by and between the City of Manzanita, a municipal corporation of the State of Oregon (“City”) and North Coast Civil Design, LLC, an Oregon limited liability company (“Consultant”), for professional city 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: North Coast Civil and Design, LLC

Address: 35240 Tohl Ave

City, State, ZIP: Nehalem, OR 97131

Business Telephone: (503) 812-3732

E-mail: kyle@nccivil.com.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
- c. Maximum Compensation: The maximum total compensation, including any reimbursable expenses, payable to Consultant under this Agreement is \$250,000.

2. Consultant’s Duties.

- a. Consultant Representative. Consultant shall identify a representative authorized to act for Consultant with respect to any Services performed under this Agreement. 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. In the event that Consultant performs the Services using reports and other documents (collectively, “Instruments of Service”) created under a separate agreement between the City and Consultant, 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 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 consistent with the professional skill and care ordinarily provided by engineers practicing in the same or similar locality under the same and similar circumstances. Consultant shall be responsible to City for all Services provided whether provided by Consultant or by subconsultants it engages.
 1. Consultant represents that 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 projects that are related to the Services, 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 related to requirements and limitations for the Services as required by the Consultant.
- b. City Representative. City shall identify a representative authorized to act on its behalf under this Agreement (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.

- 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. This Section 6 shall survive termination of 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 July 1, 2029.

- b. Termination for Convenience. 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, subject to the maximum compensation amount specified in Section 1(c).
- c. Termination for Cause. 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. Delivery of Work Product. As directed by City, Consultant shall, upon termination, deliver to City all work product in its possession, in a format reasonably requested by the City. Delivery of work product by Consultant to the City is a condition precedent to final payment under this Agreement.
- e. 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 six years after final payment.
- e. Errors and Omissions; Fee Adjustments. Consultant shall perform such additional services as may be necessary to correct errors and omissions in the Services required under this Agreement without undue delay and without any additional compensation from the City.

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. This Section 9 shall survive termination of 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, Consultant represents and warrants that Consultant 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. Consultant 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 Consultant 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, co-partnership, 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. Prohibition on Discrimination in Wages. 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. Discussion of Wages. 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 prior to the commencement of litigation.
- 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 without City's prior written authorization. Consultant shall not post or publish any textual or visual representations related to the Services 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

Dan Weitzel
 PO Box 129
 Manzanita, Or 97130

Consultant

North Coast Civil Design
 35240 Tohl Ave
 Nehalem, OR 97131

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

CITY

North Coast Civil Design, LLC

City of Manzanita

Signature

Signature

Consultant Printed Name and Title

Leila Aman, City Manager

Date of Signature

Date of Signature

EXHIBIT A

PAYMENT SCHEDULE

A. COMPENSATION

City will pay the Consultant for the Services a not-to-exceed amount of \$250,000 as shown in greater detail below:

North Coast Civil Design, LLC	
Category	2024 Billing Rates
Principal In Charge	\$200.00
Sr. Engineer	\$130.00
Project Manager	\$120.00
Sr. Engineer Technician	\$110.00
Inspector	\$105.00
GIS Technician	\$110.00
Drafter	\$95.00
Sub-Contractor	
HDR Engineering, Inc.	
Category	2024 Billing Rates
Principal In Charge	\$314.71
Sr. Project Manager	\$269.90
Project Manager	\$224.00
Engineer V	\$292.85
Engineer IV	\$251.33
Engineer III	\$225.11
Engineer II	\$185.76
Engineer I	\$157.35
EIT	\$130.04
Planner/Scientist IV	\$202.16
Planner/Scientist III	\$180.30
Planner/Scientist II	\$151.89
Planner/Scientist I	\$123.48

Project Technician IV	\$185.76
Project Technician III	\$162.81
Project Technician II	\$130.04
Project Technician I	\$98.34
Project Accountant	\$115.00
Project Coordinator	\$110.00

Sub-Contractor	
Onion Peak Design	
Category	2024 Billing Rates
1 person field crew	\$180.00
2 person field crew	\$230.00
Office Project Surveyor	\$130.00
Office Principal in Charge	\$170.00

Reimbursable Expenses must be approved by the city and must be based on federal rates.

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 portion of compensation paid for the Services 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:

Coverage	Limit
Combined Single Limit	\$1,000,000
General Aggregate	\$2,000,000

2. **Commercial Automobile Liability** insurance including coverage for all owned, hired, and non-owned vehicles with a combined single limit of no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers’ Compensation Liability and Employer’s Liability** insurance meeting statutory requirements unless exempt under ORS 656.027. Consultant shall require and ensure that each of its subconsultants or subcontractors comply with this requirement.
4. **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

Scope of Services

The following statement of services describes the on-going services that the City Engineer shall provide to the City of Manzanita. Consultant will provide these services on an as-needed basis at the request of the City. The City will compensate the City Engineer for professional engineering services based on the standard hourly rates and fee schedule set forth in Exhibit A to the Agreement for additional basic engineering and special services not fully described in this Exhibit C. It is expected that the City Engineer will be available on a daily basis for consultation as necessary.

The scope of services for the City Engineer may include, but is not limited, to the following:

- a. Assist with budgeting, planning, and rate studies.
- b. Suggest and comment on engineering related issues, ordinance modifications and public works design standards and construction specification modifications.
- c. Assist with GPS/GIS data gathering and information compilation relating to existing infrastructure.
- d. Assist with surveying needs as identified by the Public Works Director, City Manager, or Council.
- e. Consult with City staff to review or complete federal, state or county permits, applications, or agency notification.
- f. Consult with City staff, organizations, and funding agencies to help develop competitive and complete grant applications or funding proposals.
- g. Act as the City's representative with other state, federal or local governmental agencies.
- h. Serve as the City's representative during the review, plan approval, construction management, and project closeout phases of any development or planning project prepared by other engineers and submitted to the City for approval. This includes land development projects such as subdivisions or site-specific developments.
- i. Review preliminary engineering design drawings and design calculations for general conformance with state, county, and City requirements and sound engineering practices, including best practices.
- j. Review final submitted construction plans prepared by other professionals and, after acceptance, stamp and sign the drawings as "Approved for Construction" by the City Engineer.
- a. Attend pre-application, construction, Planning Commission, City Council, or other meetings as requested by the City. While some on-site meetings will be

requested, most can be done via Zoom.

- k. Provide detailed design and construction specifications for successful bidding and construction coordination of City infrastructure improvement and maintenance projects.
- l. Provide project construction observations of public improvements constructed as part of private development projects. Verify general conformance with City approved construction plans and specifications.
- m. Provide various construction services for selected City public works construction projects; e.g., project management, engineering design, pre-qualification, preparation of bid documents, solicitation, procurement, contract administration, construction observation and coordinate material and density testing services.
- n. Perform final construction observations and prepare punch lists for completion of private developments and for City of Manzanita project sites, including review of as-built drawings, testing results, as-built certification, project closeout and initiation of the required construction warranty period.
- o. Perform engineering services pertaining to public records, property acquisitions, condemnations, forfeiture activities, public improvements and improvement districts, public rights of ways, easements, code enforcement, and matters relating to special assessments and public utilities.
- p. Prepare selected utility master plans feasibility studies, as requested.
- q. Perform additional basic engineering and special services, which cannot be fully described at this time, as requested by the City.

For special projects, which are defined as projects that will be owned by the city. The City Engineer shall provide a contract change order upon written request from the City. The change order shall include a detailed proposal and scope of services, schedule, and cost proposal.

Special projects may include, but are not limited to, design of city owned public works facilities including streets, water, storm drainage facilities, and City owned parks and buildings.



City of Manzanita

PO BOX 129, Manzanita OR 97130-0129

Phone (503) 812-2514 | Fax (503) 368-4145 | TTY Dial 711

ci.manzanita.or.us

Short-Term Rental Committee Application

Name: Danielle Johnson

Phone:

Address:

City/State/Zip:

Occupation: owner/operator Manzanita Beach Getaway Rentals

The City of Manzanita is seeking three (3) members of the community to serve on the Short-Term Rental committee. The appointments for these 4-year term seats will end June 2028. Selected individuals will serve as volunteer members and will receive no direct compensation for their participation.

Available Committee Seats:

- ◆ Short-Term Rental owner - Agent
- ◆ Non-Short-Term Rental owner - in a neighborhood with 4 or more STR
- ◆ At large position

The general purpose of the Committee is as follows:

- ◆ To consider recommended changes to Ordinance 10-03 and 95-4 (section 6) in order to enhance livability issues between short-term rental properties and other Manzanita properties as directed and approved by City Council.
- ◆ To examine and weigh options for future short-term rental (STR) livability and oversight opportunities as directed by City Council.
- ◆ To assist in crafting informational packages that can be distributed to the public, helping all stakeholders, and interested parties to better understand the regulations and procedures set out in Ordinance 10-3.
- ◆ Members shall serve a 4-year term. The committee will meet no less than four times a year.

1. Please circle each answer below:

- Y N Do you own a Short-Term Rental (STR)?
Y N Do you manage Short-Term Rentals (STR)?
Y N Are you a non STR owner in a neighborhood with 4 or more STRs?
Y N Are you a non STR owner in a neighborhood with 3 or fewer STRs?
Y N Resident non STR owner?

2. Are you a full-time or part-time resident of Manzanita/UGB?

NO

3. Please explain what skills or qualifications you bring that you believe will benefit the city as a member of the Short-Term Rental Committee. Be brief but as specific as possible.


I started and have maintained a full service property management company in Manzanita for almost 15 years. I currently am on the Tillamook Coast Tourism board as well as the Tillamook County TLT Advisory Committee. I am also a home owner (Not in Manzanita). I did serve 3 years on the Manzanita STR Committee through Covid.

4. Why would you like to be on this committee?

I have been a property manager of Manzanita homes for almost 15 years. I care for these homes like they are my own. It's important to me, my owners and employees that STR's co exist well with long term residents. My goals are to make this a reality and to help set the standard of expectation for guests, owners and other agents. Through fair regulations and problem solving.

5. Anything you would like to add about your experience?

I really enjoyed my time on the STR committee and like to think I helped to improve the STR program. I would be honored to join again. I feel I can be unbiased, fair and helpful.

Thank you for the opportunity,


P.S. Attached is a letter of recommendation.

THE DEADLINE FOR SUBMISSIONS IS MONDAY, MAY 6, 2024 AT 4:00 PM

Please return this form to City Hall by email to cityhall@ci.manzanita.or.us. You may also submit it by mail at PO Box 129, Manzanita, OR 97130. If you have any questions, please call (503) 812-2514 or email cityhall@ci.manzanita.or.us



April 13, 2024

To: City of Manzanita STR Committee
Re: Appointment of a STR Committee Member

I am writing to support the appointment of Danielle Johnson to the STR Committee. She is the owner of Manzanita Beach Getaways and has first-hand knowledge of the benefits and issues of the short-term rental industry. She is also an engaged community member, supporting nonprofits and local events. She also employs several community members, and the business has a reputation as a compliant agency.

I've gotten to know Danielle in the last three years when she joined the board of the Tillamook Coast Visitors Association. She provides valuable input, and it is clear that she understands the balance of a tourism economy and community livability. She provided input to the county's STR committee over the 18 months it was active, and saw that Manzanita's STR policies are a model for the county.

I encourage you to appoint Danielle to the Manzanita STR Committee. She will bring valuable experience and insights to the important policies you are considering.

Thank you for your consideration.

Best regards,

A handwritten signature in cursive script that reads "Nan Devlin".

Nan Devlin, Executive Director
Tillamook Coast Visitors Association
PO Box 1268 Tillamook, OR 97141
503.842.2672



City of Manzanita

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CITY OF MANZANITA

Short-Term Rental Committee Application

Name: <u>GARY BURROUGHS</u>	Phone: _____
Address: _____	Email: _____
City/State/Zip: _____	
Occupation: <u>INSURANCE AGENT</u>	

The City of Manzanita is seeking three (3) members of the community to serve on the Short-Term Rental committee. The appointments for these 4-year term seats will end June 2028. Selected individuals will serve as volunteer members and will receive no direct compensation for their participation.

Available Committee Seats:

- ♦ Short-Term Rental owner - Agent
- ♦ Non-Short-Term Rental owner - in a neighborhood with 4 or more STR
- ♦ At large position

The general purpose of the Committee is as follows:

- ♦ To consider recommended changes to Ordinance 10-03 and 95-4 (section 6) in order to enhance livability issues between short-term rental properties and other Manzanita properties as directed and approved by City Council.
- ♦ To examine and weigh options for future short-term rental (STR) livability and oversight opportunities as directed by City Council.
- ♦ To assist in crafting informational packages that can be distributed to the public, helping all stakeholders, and interested parties to better understand the regulations and procedures set out in Ordinance 10-3.
- ♦ Members shall serve a 4-year term. The committee will meet no less than four times a year.

1. Please circle each answer below:

- Y N Do you own a Short-Term Rental (STR)?
- Y N Do you manage Short-Term Rentals (STR)?
- ~~Y~~ Are you a non STR owner in a neighborhood with 4 or more STRs?
- Y N Are you a non STR owner in a neighborhood with 3 or fewer STRs?
- N Resident non STR owner?

2. Are you a full-time or part-time resident of Manzanita/UGB?

FULL

3. Please explain what skills or qualifications you bring that you believe will benefit the city as a member of the Short-Term Rental Committee. Be brief but as specific as possible.

CURRENT AND FORMER SMALL BUSINESS OWNER,
PROPERTY OWNER IN MANZANITA FOR 20 YEARS

4. Why would you like to be on this committee?

I BELIEVE THE OVERSIGHT OF STR+MANAGEMENT
NEED TO BE IMPROVED.

5. Anything you would like to add about your experience?

FORMER OREGON CERTIFIED PUBLIC ACCOUNTANT
FOR 35 YEARS -
PAST PRESIDENT OF THE OREGON SOCIETY OF CPAs

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Short-Term Rental Committee Application

Name: <u>Julie Johnson</u>	Phone: _____
Address: _____	Email: _____
City/State/Zip: _____	
Occupation: <u>retired market research consultant</u>	

The City of Manzanita is seeking three (3) members of the community to serve on the Short-Term Rental committee. The appointments for these 4-year term seats will end June 2028. Selected individuals will serve as volunteer members and will receive no direct compensation for their participation.

Available Committee Seats:

- ♦ Short-Term Rental owner - Agent
- ♦ Non-Short-Term Rental owner - in a neighborhood with 4 or more STR
- ♦ At large position

The general purpose of the Committee is as follows:

- ♦ To consider recommended changes to Ordinance 10-03 and 95-4 (section 6) in order to enhance livability issues between short-term rental properties and other Manzanita properties as directed and approved by City Council.
- ♦ To examine and weigh options for future short-term rental (STR) livability and oversight opportunities as directed by City Council.
- ♦ To assist in crafting informational packages that can be distributed to the public, helping all stakeholders, and interested parties to better understand the regulations and procedures set out in Ordinance 10-3.
- ♦ Members shall serve a 4-year term. The committee will meet no less than four times a year.

1. Please circle each answer below:

- Y N Do you own a Short-Term Rental (STR)?
- Y N Do you manage Short-Term Rentals (STR)?
- N Are you a non STR owner in a neighborhood with 4 or more STRs?
- Y N Are you a non STR owner in a neighborhood with 3 or fewer STRs?
- Y N Resident non STR owner?

2. Are you a full-time or part-time resident of Manzanita/UGB?

Part-time

3. Please explain what skills or qualifications you bring that you believe will benefit the city as a member of the Short-Term Rental Committee. Be brief but as specific as possible.

See Attached

4. Why would you like to be on this committee?

See attached

5. Anything you would like to add about your experience?

See attached

THE DEADLINE FOR SUBMISSIONS IS MONDAY, MAY 6, 2024 AT 4:00 PM

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Q. Please explain what skills or qualifications you bring that you believe will benefit the city as a member of the STR committee?

I spent my career working as a Market Research professional and focus group moderator. Skills required for that profession include the ability to analyze and synthesize large amounts of data and draw conclusions and formulate recommendations based on statistically reliable (unbiased) data. Focus group moderation demands good communication skills coupled with the ability to listen to divergent opinions without personal bias.

In addition, prior to building our home in Manzanita in 2021, we rented many, many vacations homes here over the last 20 years. After our home was completed, we spent a year as full-time residents. I think that experience gives me the ability to see all sides of the STR issue – as a vacationer renting a home, as an owner living in Manzanita full-time and now as an owner living here part-time.

Why would you like to be on the committee?

I like the idea of tackling a complex issue that does not have a clear-cut solution. I also look forward to becoming more actively involved in the community.

Anything you would like to add about your experience?

I have long history of volunteerism – including several roles at my kids' schools over the years, volunteering in the Neo-Natal Intensive Care unit at Doernbecher Hospital, heading up the food committee for the annual Lake Oswego Festival of the Arts, and participating in the Leadership Lake Oswego program.

Name: Leslie Bagon

Phone:

Address:

Email:

Occupation: Retired Social Worker

1. Please circle each answer below:

Y N. Do you own a short term rental?

Y N Do you manage Short Term Rentals?

N Are you a non STR owner in a neighborhood with 4 or more STRs?

Y N Are you a non STR owner in a neighborhood with 3 or more STRs?

Y N Resident non STR owner

2 Are you a full-time or part time resident of Manzanita/UGB?

Full-time

3. Please explain what skills or qualifications you bring that you believe will benefit the city as a member of Short-Term Rental Committee.

Having owned my own business as a therapist in private practice for many years, it takes a multitude of skills doing everything from billing, advertising, interacting with insurance companies, other therapists, and of course counseling my clients. This entails research, writing skills, collaborations and creative solutions to my client's varied issues. I believe this skill set can be of benefit to the short term rental committee.

4. Why would you like to be on this committee?

It is time for me to give back to a town we have enjoyed for many years. I have never owned a short term rental but have been surrounded by many-one next door, one across the street, one waiting for a permit down the block, and 2 at the end of my block. I am aware that Manzanita was originally started with short term rentals in mind and we are dependent upon the income short term rentals provide for the city. Being full time residents now it would be nice to have more established neighbors and less transients but I understand there are many factors to making any changes in that direction.

5. Anything you would like to add about your past experience?

A few years ago I organized my neighborhood to stop a development that was being planned in an inappropriate residential area. We ended up going to LUBA and won our case. It was an excellent learning process about how property laws work and organizing information in order to go in front of a governmental agency.

I appreciate your time.

Leslie Bagon
503-804-8225



City of Manzanita

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CITY OF MANZANITA

Short-Term Rental Committee Application

Name:	Phone: _____
<u>PATRICK JOHNSON</u>	_____
Address	_____
City/State/Zip:	_____
Occupation:	<u>BANKER, CREDIT RISK MANAGEMENT</u>

The City of Manzanita is seeking three (3) members of the community to serve on the Short-Term Rental committee. The appointments for these 4-year term seats will end June 2028. Selected individuals will serve as volunteer members and will receive no direct compensation for their participation.

Available Committee Seats:

- ♦ Short-Term Rental owner - Agent
- ♦ Non-Short-Term Rental owner - in a neighborhood with 4 or more STR
- ♦ At large position

The general purpose of the Committee is as follows:

- ♦ To consider recommended changes to Ordinance 10-03 and 95-4 (section 6) in order to enhance livability issues between short-term rental properties and other Manzanita properties as directed and approved by City Council.
- ♦ To examine and weigh options for future short-term rental (STR) livability and oversight opportunities as directed by City Council.
- ♦ To assist in crafting informational packages that can be distributed to the public, helping all stakeholders, and interested parties to better understand the regulations and procedures set out in Ordinance 10-3.
- ♦ Members shall serve a 4-year term. The committee will meet no less than four times a year.

1. Please circle each answer below:

- Y N Do you own a Short-Term Rental (STR)?
 Y N Do you manage Short-Term Rentals (STR)?
 Y N Are you a non STR owner in a neighborhood with 4 or more STRs?
 Y N Are you a non STR owner in a neighborhood with 3 or fewer STRs?
 Y N Resident non STR owner?

2. Are you a full-time or part-time resident of Manzanita/UGB?

PART-TIME RESIDENT

3. Please explain what skills or qualifications you bring that you believe will benefit the city as a member of the Short-Term Rental Committee. Be brief but as specific as possible.

WHILE MANAGING AN STR SINCE 2016, I'VE PARTICIPATED IN ZOOM MEETINGS FOR STR COMMITTEE MEETINGS AND INTERACTED WITH COMMUNITY MEMBERS TO ASSESS LIVABILITY AND REVENUE BALANCE. I CREATED THE 2023 STR SURVEY SLIDES FROM THE RAW DATA THAT WAS GENERATED.

4. Why would you like to be on this committee?

AS A PART-TIME RESIDENT AND STR OWNER/MANAGER, I OFFER THE CITY A UNIQUE PERSPECTIVE ON THE SENTIMENTS FROM 250+ OWNERS, AND RESIDENTS WHO BALANCE THE BENEFITS & COSTS OF THIS PARTNERSHIP. I HOPE TO STRIKE THE BEST POSSIBLE BALANCE BETWEEN RESIDENTS, STR OWNERS & GUESTS, WHILE FINDING WAYS TO SIMPLIFY THE PROCESS WHERE PRACTICAL WHILE ENSURING CASH FLOW STREAMS TO THE CITY.

5. Anything you would like to add about your experience?

I'M WELL VERSED IN CITY ORDINANCES (10-02, 10-03, 95-04), LAND USE ZONES THAT MAY IMPACT NEIGHBORHOOD LIMITS, STR POLICIES IN PEER COMMUNITIES ON NORTH & CENTRAL COAST, AND HAVE WORKED WITH MANY INDIVIDUALS INVOLVED IN THE CURRENT PROCESS.

THE DEADLINE FOR SUBMISSIONS IS MONDAY, MAY 6, 2024 AT 4:00 PM

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City of Manzanita

COUNCIL RESOLUTION No. 24 -

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

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

WHEREAS, on April 3, 2024, City Council reviewed and approved criteria for the selection of remaining STR committee members; and

WHEREAS, the selection committee reviewed applications and interviewed five applicants; and

WHEREAS, at the conclusion of those interviews the committee agreed on a slate of candidates to fill the vacant positions.

Now, Therefore, be it Resolved by the City Council of the City of Manzanita, the Short-Term Rental Committee is hereby amended to include the following new members for a four-year term commencing June 5, 2024 and expiring June 1, 2028:

1. Danielle Johnson – owner or agent
2. Leslie Bagon - Non-Str owner +4 STR neighborhood
3. Julie Johnson - At Large

Introduced and adopted by the City Council on _____.

This resolution is effective on _____.

Kathryn Stock, Mayor

ATTEST:

Leila Aman, City Manager/ City Recorder



City of Manzanita

PO BOX 129, Manzanita OR 97130-0129
Phone (503) 812-2514 | Fax (503) 368-4145 | TTY Dial 711
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Comprehensive Plan Public Advisory Steering Committee Application

Name: _____	Phone: _____
Address: _____	Email: _____
City/State/Zip: _____	
Occupation: _____	

The City of Manzanita is seeking applications for service on the Comprehensive Plan Public Advisory Steering Committee (PASC). The PASC will be an ad hoc committee that will serve throughout the Comprehensive Plan process and will meet at key milestones during the Comprehensive Plan update. The term of the committee will be aligned with the timeline of the Comprehensive Plan update. It is expected that the PASC will be active from Spring of 2024 through the fall of 2025 or whenever the Comprehensive Plan is ready to move to City Council for adoption.

PASC Responsibilities include:

- Guiding public outreach and community engagement and providing comment and feedback on the proposed community engagement plan.
- Reviewing and commenting on key work products.
- Act as liaisons to specific constituencies or interest groups and other stakeholders throughout the process.
- Assist in hosting public events or conducting small scale outreach as needed and in coordination with the public outreach plan.
- Will serve as ambassadors to the project and actively engaging community members to participate.
- Acting as champions for the project and the recommendations that come out of the work.

The proposed makeup of the committee is as follows:

1. 4 At Large community members
2. 3 members each representing a business, a nonprofit, and an employee.
3. City Council Liaison
4. Planning Commission Liaison
5. Technical members will be engaged on an as needed basis such as county, utility (PUD, Nehalem Bay Wastewater) ODOT and DLCD.

The PASC will rely on the International Association for Public Participation (IAP2) three pillars of public participation which include 1. Core Values, 2. Ethics and 3. Spectrum. A summary of these resources is included as an attachment to this application. We request that applicants review these materials and be familiar with the terminology.

Members of the PASC will play a critical role in the development of the Comprehensive Plan. Relying on the IAP2 Spectrum of Public Participation the PASC will have an “involve” role. An “involve” role is critical and has impacts on the decision-making process. The Public Participation Goal of the PASC as defined by the IAP2 Spectrum is “to work directly with the public throughout the process to ensure that the public concerns and aspirations are consistent understood and considered” and the promise to the public is that “we will work with you to ensure that your concerns and aspirations are directly reflected in the alternative developed and provide feedback on how the public input influenced the decision.” The PASC will work directly with the staff and the project team to ensure that the public input and feedback is reflected in the proposed goals and policies of the Comprehensive Plan.

The selection criteria for the committee include:

1. At large community members represent a diverse cross section of demographics including - age, gender, ethnicity, tenure (ie. renter /owner) full and part time residents, and geography including community members who live within the city limits or within the county inside of the Manzanita Urban Growth Boundary.
2. Having a strong interest in representing and serving the broader community.
3. The ability to work in a collaborative and respectful manner and can maintain an open mind with solid listening skills and the ability to hear and appreciate multiple perspectives and ultimately reach consensus on a variety of topics.
4. Able to objectively review and provide input on qualitative and quantitative information.
5. Members will have a broad range of skillsets and perspectives.

Please tell us about yourself. (all questions are optional)

What is your age?

- Under 18
- 18 to 24 years
- 25 – 34 years
- 35 to 44 years
- 45 to 64 years
- 65 to 84 years
- 84 years and over
- Prefer not to answer

What are your preferred pronouns?

- She/Her
- He/Him
- They/Them
- Other
- Prefer not to answer

Ethnicity

- White
- Hispanic or Latino
- American Indian or Alaska Native
- Asian
- Black or African American

- Native Hawaiian or Other Pacific Islander
- Other
- Prefer not to answer

Tenure

- I own my home
- I rent a home

Location

- I live within the city of Manzanita
- I live in Tillamook County within the Manzanita urban Growth Boundary
- I don't know (don't worry we can look it up!)

Residency Status

Is your primary residence in Manzanita (or the Manzanita Urban Growth Boundary) ?

- Yes
- No

1. Please describe your understanding of the Comprehensive Plan. (Limit 200 words)

2. Please describe your interest in serving on the PASC. (Limit 200 words)

3. Please describe your experience working in a team environment. (Limit 200 words)

4. Please describe your experience working with qualitative and quantitative information and how you were able to use information to achieve an outcome. (Limit 200 words)

5. Please share any special skillsets, interests or other experience you think is relevant to this position. (Limit 200 words)

6. Can you commit to attending all meetings?
 Yes
 No

7. All meetings will be held during the “work week” what time of day works best for you? Morning, afternoon or evenings?

8. Meetings are currently held via the Zoom and are expected to continue on Zoom until mid year 2025. Are you able to participate via Zoom? If meetings were held in person would you be able to participate? Please describe your availability to attend meetings either via Zoom or in person below.

9. Is there anything else you would like to share with the selection committee about your experience and interest in the position?

You are also welcome and encouraged to submit a CV or Resume as part of your application.

Deadline: Open until filled

Please return this form
by email to cityhall@ci.manzanita.or.us

If you have any questions, please call 503-812-2514 or email us at cityhall@ci.manzanita.or.us

4. Please describe your experience working with qualitative and quantitative information and how you were able to use information to achieve an outcome. (Limit 200 words)

5. Please share any special skillsets, interests or other experience you think is relevant to this position. (Limit 200 words)

6. Can you commit to attending all meetings?
 Yes
 No

7. All meetings will be held during the “work week” what time of day works best for you? Morning, afternoon or evenings?

8. Meetings are currently held via the Zoom and are expected to continue on Zoom until mid year 2025. Are you able to participate via Zoom? If meetings were held in person would you be able to participate? Please describe your availability to attend meetings either via Zoom or in person below.

9. Is there anything else you would like to share with the selection committee about your experience and interest in the position?

You are also welcome and encouraged to submit a CV or Resume as part of your application.

Deadline: Open until filled

Please return this form
by email to cityhall@ci.manzanita.or.us

If you have any questions, please call 503-812-2514 or email us at cityhall@ci.manzanita.or.us



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Comprehensive Plan Public Advisory Steering Committee Application

Name:	<u>Rick Jackson</u>	Phone:	_____
Address:	_____	Email:	_____
City/State/Zip:	_____		
Occupation:	<u>Mostly retired, I run a small consulting business out of my home</u>		

The City of Manzanita is seeking applications for service on the Comprehensive Plan Public Advisory Steering Committee (PASC). The PASC will be an ad hoc committee that will serve throughout the Comprehensive Plan process and will meet at key milestones during the Comprehensive Plan update. The term of the committee will be aligned with the timeline of the Comprehensive Plan update. It is expected that the PASC will be active from Spring of 2024 through the fall of 2025 or whenever the Comprehensive Plan is ready to move to City Council for adoption.

PASC Responsibilities include:

- Guiding public outreach and community engagement and providing comment and feedback on the proposed community engagement plan.
- Reviewing and commenting on key work products.
- Act as liaisons to specific constituencies or interest groups and other stakeholders throughout the process.
- Assist in hosting public events or conducting small scale outreach as needed and in coordination with the public outreach plan.
- Will serve as ambassadors to the project and actively engaging community members to participate.
- Acting as champions for the project and the recommendations that come out of the work.

The proposed makeup of the committee is as follows:

1. 4 At Large community members
2. 3 members each representing a business, a nonprofit, and an employee.
3. City Council Liaison
4. Planning Commission Liaison
5. Technical members will be engaged on an as needed basis such as county, utility (PUD, Nehalem Bay Wastewater) ODOT and DLCD.

The PASC will rely on the International Association for Public Participation (IAP2) three pillars of public participation which include 1. Core Values, 2. Ethics and 3. Spectrum. A summary of these resources is included as an attachment to this application. We request that applicants review these materials and be familiar with the terminology.

Members of the PASC will play a critical role in the development of the Comprehensive Plan. Relying on the IAP2 Spectrum of Public Participation the PASC will have an “involve” role. An “involve” role is critical and has impacts on the decision-making process. The Public Participation Goal of the PASC as defined by the IAP2 Spectrum is “to work directly with the public throughout the process to ensure that the public concerns and aspirations are consistent understood and considered” and the promise to the public is that “we will work with you to ensure that your concerns and aspirations are directly reflected in the alternative developed and provide feedback on how the public input influenced the decision.” The PASC will work directly with the staff and the project team to ensure that the public input and feedback is reflected in the proposed goals and policies of the Comprehensive Plan.

The selection criteria for the committee include:

1. At large community members represent a diverse cross section of demographics including - age, gender, ethnicity, tenure (ie. renter /owner) full and part time residents, and geography including community members who live within the city limits or within the county inside of the Manzanita Urban Growth Boundary.
2. Having a strong interest in representing and serving the broader community.
3. The ability to work in a collaborative and respectful manner and can maintain an open mind with solid listening skills and the ability to hear and appreciate multiple perspectives and ultimately reach consensus on a variety of topics.
4. Able to objectively review and provide input on qualitative and quantitative information.
5. Members will have a broad range of skillsets and perspectives.

Please tell us about yourself. (all questions are optional)

What is your age?

- Under 18
- 18 to 24 years
- 25 – 34 years
- 35 to 44 years
- 45 to 64 years
- 65 to 84 years
- 84 years and over
- Prefer not to answer

What are your preferred pronouns?

- She/Her
- He/Him
- They/Them
- Other
- Prefer not to answer

Ethnicity

- White
- Hispanic or Latino
- American Indian or Alaska Native
- Asian
- Black or African American

- Native Hawaiian or Other Pacific Islander
- Other
- Prefer not to answer

Tenure

- I own my home
- I rent a home

Location

- I live within the city of Manzanita
- I live in Tillamook County within the Manzanita urban Growth Boundary
- I don't know (don't worry we can look it up!)

Residency Status

Is your primary residence in Manzanita (or the Manzanita Urban Growth Boundary) ?

- Yes
- No

1. Please describe your understanding of the Comprehensive Plan. (Limit 200 words)

A comprehensive plan is a strategic planning document put in place to guide the development and growth of a city over a 20 year period. It covers a wide range of topics, the current version of our plan covers 13 differentiated goals; Citizen Involvement, Land Use, Housing, Energy Conservation and Coastal Shorelands as examples. The plan should represent the values and vision of the community, and put forth goals, policies and implementation measures to realize the 20 year vision.

2. Please describe your interest in serving on the PASC. (Limit 200 words)

My wife and I are relatively new to Manzanita having moved here in July of 2022. I retired at 59 (now 61) and am in a position where I can, and would like to, give my time and talents to benefit my community. I enjoy solving problems and working as a team toward a common aspirational goal. I recognize and appreciate the uniqueness of what Manzanita is, and would love to play a small role in its growth and future success. I wish to be part of the solution to the opportunities and challenges we face, and generally wish to be more involved.

3. Please describe your experience working in a team environment. (Limit 200 words)

I am a highly collaborative person with a long track record of success. My approach to any initiative is to surround myself with talent I don't have, so that together we can accomplish what we need to. I was with my last company for 26.5 years where our environment was dependent on a very high degree of collaboration due to the fast pace and ever changing nature of technology research. Much of my career was spent internationally where I needed to learn to collaborate with multiple cultures, outside of my own, in a cross functional capacity. I have been responsible for teams ranging from 13 to 202 people.

4. Please describe your experience working with qualitative and quantitative information and how you were able to use information to achieve an outcome. (Limit 200 words)

For the majority of my career I worked for Gartner in a sales and services leadership capacity. Their entire business model is built on analytics. All of my sales and renewal forecasts were based on data models and part of my day to day responsibilities within my roles. We utilized qualitative and quantitative metrics in our hiring processes, evaluation processes and product development processes. I was responsible for the creation and management of our service teams key performance indicators. I learned, from two of my managers, who both had worked for McKinsey, the critical need for qualitative interviews to go along with data insights. This is a strong suit for me.

5. Please share any special skillsets, interests or other experience you think is relevant to this position. (Limit 200 words)

I have strong sales background and excellent presentation skills. I'm a fast learner and good listener. I am very good and making objective decisions based on the goal to be achieved and the data available. I am a very curious person, and easy conversationalist and generally connect with people well. I can summarize well, boiling a great deal of content down to its core essence. I am a humble person who recognizes and respects hierarchy.

6. Can you commit to attending all meetings?

Yes
 No

7. All meetings will be held during the "work week" what time of day works best for you? Morning, afternoon or evenings? All 3 work, preference in that order - mornings / afternoons / evenings

8. Meetings are currently held via the Zoom and are expected to continue on Zoom until mid year 2025. Are you able to participate via Zoom? If meetings were held in person would you be able to participate? Please describe your availability to attend meetings either via Zoom or in person below.

Yes. Yes.

I have a computer. I live locally.

9. Is there anything else you would like to share with the selection committee about your experience and interest in the position?

I have been slow to respond yet have been encouraged this week to do so. My civic interests are relatively new and unaccomplished. I don't bring a great deal of experience regarding the issues we'll be covering in the PASC. If representing the community well. working collaboratively.

You are also welcome and encouraged to submit a CV or Resume as part of your application.

Deadline: Open until filled

Please return this form
by email to cityhall@ci.manzanita.or.us

If you have any questions, please call 503-812-2514 or email us at cityhall@ci.manzanita.or.us



City of Manzanita

COUNCIL RESOLUTION No. 24-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANZANITA, OREGON, MAKING APPOINTMENTS TO THE COMPREHENSIVE PLAN PUBLIC ADVISORY STEERING COMMITTEE (PASC)

WHEREAS, the City of Manzanita is in the process of updating its Comprehensive Plan; and

WHEREAS, Citizen Involvement is Goal 1 of the State of Oregon Land Use Planning Goals; and

WHEREAS, Manzanita values and understands that a successful update of the City's Comprehensive Plan requires robust citizen participation and wants to include an advisory body to review, provide feedback and recommendations on work products that will form the basis of the comprehensive plan and zoning ordinance update; and

WHEREAS, the PASC is designated an Ad Hoc Committee that will serve for the duration of the Comprehensive Plan Update only;

WHEREAS, the PASC will be responsible for the following:

- Guiding public outreach and community engagement and providing comment and feedback on the proposed community engagement plan.
- Reviewing and commenting on key work products.
- Acting as liaisons to specific constituencies or interest groups and other stakeholders throughout the process.
- Assisting in hosting public events or conducting small scale outreach as needed and in coordination with the public outreach plan.
- Serving as ambassadors to the project and actively engaging community members to participate.
- Acting as champions for the project and the recommendations that come out of the work.

WHEREAS the selection committee conducted a second round of application review and interviews; and

WHEREAS, the selection committee unanimously recommends the following candidates to serve on the PASC until the conclusion of the Comprehensive Plan:

1. Patrick Johnson
2. Rick Jackson

Now, Therefore, be it Resolved by the City Council of the City of Manzanita, Patrick Johnson and Rick Jackson are hereby appointed to the Comprehensive Plan

Public Advisory Steering Committee and shall serve until the final draft of the Comprehensive Plan is complete.

Introduced and adopted by the City Council on _____.

This resolution is effective on _____.

Kathryn Stock, Mayor

ATTEST:

Leila Aman, City Manager/ City
Recorder