



# CITY OF MANZANITA

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## COUNCIL REGULAR SESSION

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

## AGENDA

January 8, 2025  
06:00 PM Pacific Time

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

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

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

or by joining via Zoom:

<https://us02web.zoom.us/j/86943900051?pwd=qJfHbPI0aUW1wP1X2VhE0G96l23sml.1>

Meeting ID: 869 4390 0051 Passcode: 378184

Call in number: +1 253 215 8782

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

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

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

2. **OATH OF OFFICE**

3. **AUDIENCE PARTICIPATION**

Comments must be limited to city business topics that are not on the agenda. A topic may not be discussed if the topic record has been closed. All remarks should be directed to the whole Council. The presiding officer may refuse to recognize speakers, limit the time permitted for comments, and ask groups to select a spokesperson. **Comments may also be submitted in writing before the meeting, by mail, e-mail (to [cityhall@ci.manzanita.or.us](mailto:cityhall@ci.manzanita.or.us)), or in person to city staff**

4. **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. December 04, 2024, Regular Session
- b. December 11, 2024, Work Session

**B. Approval of Bills**

**5. INFORMATION**

- A. City Manager Report**  
Leila Aman, City Manager

**6. NEW BUSINESS**

- A. Off Season Tourism Grants**  
Nan Devlin, Executive Director of Tillamook Coast Visitors Association
- B. Process for Changing Vehicle Use on the Ocean Shore**  
Jerry Spegman, Councilor
- C. Memorandum of Understandings (MOU) for Easements Relating to Classic Street Connection Project**  
Leila Aman, City Manager
- D. Alternative Contracting Method for Construction of Classic Street Connection Project**  
Leila Aman, City Manager
- E. Appointment of Pro Tem Judge**  
Leila Aman, City Manager

**7. COUNCIL UPDATES**

**8. ADJOURN (7:55)**

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

The city is committed to providing equal access to public meetings. To request listening and mobility assistance services contact the Office of the City Recorder at least 48 hours before the meeting by email at [cityhall@ci.manzanita.or.us](mailto:cityhall@ci.manzanita.or.us) or phone at 503-812-2514. 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](http://ci.manzanita.or.us/broadcast).



# City of Manzanita

## MEMORANDUM

To: City Council

Date Written: January 3, 2025

From: Leila Aman, City Manager

Subject: **January 8, 2025, City Council Regular Session**

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### 4. INFORMATION

### 5. NEW BUSINESS

#### A. OFF SEASON TOURISM GRANTS

TCVA Executive Director Nan Devlin will provide an overview of the applications for the Manzanita Off Season Tourism Grants. TCVA administers the grant review process and will make recommendations. Council will be asked to approve a motion to move forward with the proposed grants.

#### B. PROCESS FOR CHANGING VEHICLE USE ON THE OCEAN SHORE

Councilor Jerry Spegman will propose a Resolution to City Council to open the rule making process with Oregon Parks and Recreation to prohibit driving on the beach.

#### C. MEMORANDUM OF UNDERSTANDINGS (MOUs) FOR EASEMENTS RELATING TO THE CLASSIC STREET CONNECTION PROJECT

Over the last 8 months staff have been working with two entities, the Classic Street Cottages Homeowners Association Board and Encore Properties to negotiate an easement on the east side of Classic Street to facilitate the installation of a water main and pedestrian pathway. The Memorandums of Understanding provide a framework for the future easement which will be set and determined through the engineering process.

#### D. ALTERNATIVE CONTRACTING METHOD FOR THE CLASSIC STREET CONNECTION PROJECT

Staff will provide the council with an overview of a proposed alternative contracting method for the purpose of constructing the Classic Street Connection Project. State procurement rules require that a low bid is always selected for the purpose of a public works project. However, if findings are approved by City Council, the city may elect to take an alternative approach that allows for the consideration of qualifications in addition to bid price.

**E. APPOINTMENT OF PRO TEM JUDGE**

The City Council is responsible for appointing a Municipal Judge. Staff is proposing to have a pro tem Municipal Judge appointed in the event that the Municipal Judge is unable to serve and court cannot be canceled.

**O A T H O F O F F I C E**

**STATE OF OREGON            )**  
**COUNTY OF TILLAMOOK    )**  
**CITY OF MANZANITA        )**

I, **Kathryn Stock**, do solemnly swear that I will support the Constitution of the United States of America, the Constitution and laws of the State of Oregon, the Charter and Ordinances of the City of Manzanita, and that I will faithfully and impartially discharge the duties of Mayor of the City of Manzanita in the County of Tillamook, according to the best of my ability.

Sworn on this 8<sup>th</sup> day of January 2025, before the City Council of the City of Manzanita, in the County of Tillamook, in the State of Oregon.

\_\_\_\_\_  
Kathryn Stock, Mayor

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

**OATH OF OFFICE**

**STATE OF OREGON            )**  
**COUNTY OF TILLAMOOK    )**  
**CITY OF MANZANITA        )**

I, **Thomas A. Campbell**, do solemnly swear that I will support the Constitution of the United States of America, the Constitution and laws of the State of Oregon, the Charter and Ordinances of the City of Manzanita, and that I will faithfully and impartially discharge the duties of City Councilor or of the City of Manzanita in the County of Tillamook, according to the best of my ability.

Sworn on this 8<sup>th</sup> day of January 2025, before the City Council of the City of Manzanita, in the County of Tillamook, in the State of Oregon.

\_\_\_\_\_  
Thomas A. Campbell, City Councilor

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

**O A T H O F O F F I C E**

**STATE OF OREGON                    )**  
**COUNTY OF TILLAMOOK            )**  
**CITY OF MANZANITA                )**

I, **Jerry Spegman**, do solemnly swear that I will support the Constitution of the United States of America, the Constitution and laws of the State of Oregon, the Charter and Ordinances of the City of Manzanita, and that I will faithfully and impartially discharge the duties of City Councilor of the City of Manzanita in the County of Tillamook, according to the best of my ability.

Sworn on this 8<sup>th</sup> day of January 2025, before the City Council of the City of Manzanita, in the County of Tillamook, in the State of Oregon.

\_\_\_\_\_  
Jerry Spegman, City Councilor

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

CITY OF MANZANITA  
DECEMBER 4, 2024  
CITY COUNCIL REGULAR SESSION

**1. CALL TO ORDER:** The meeting was called to order on December 4, 2024, at 6:02pm 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 Officer John Garcia, and Assistant City Recorder Nancy Jones. Staff Present via Zoom: Accounting Manager Nina Crist, Development Services Manager Scott Gebhart, and Hatfield Fellow Cody Aucoin. Panelists present: Budget Committee Member Joy Nord. Panelists present via Zoom: Accuity Auditor Kori Sarrett, 3J Consulting City Contract Planner Scott Fregonese, and EVCNB President Trish Johnson.

**2. AUDIENCE PARTICIPATION:** There were 15 people in attendance, 12 attended via zoom, 14 attended via the City's website. There were two public comments.

**3. CONSENT AGENDA:**

- A. APPROVAL OF MINUTES –
  - a. November 06, 2024, Regular Session
  - b. November 13, 2024, Work Session
  
- B. APPROVAL OF BILLS FOR PAYMENT

**A motion was made by Kozlowski, seconded by Campbell, to approve the consent agenda that included approval of the November 06, 2024, Regular Session Minutes; November 13, 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
  - City Manager Leila Aman announced the third annual Manzanita tree lighting ceremony. It will be held on Friday December 6<sup>th</sup>. The event time is 4:00 to 6:30pm.
  - Aman spoke about the Comprehensive Plan Public Advisory Steering Committee (PASC) survey that is currently posted on the City's website and thanked everyone who has taken the survey thus far.
  - Aman said there was a kickoff meeting held for the Classic Street project. She reported that the preliminary work has begun and communicated that she will provide more information on this topic next month.



- Aman spoke about Ordinance 24-05 “Reducing the speed limit to 20 miles per hour in residence districts within the City of Manzanita”. This Ordinance goes into effect on December 6<sup>th</sup> and public works will start updating street signage next week. She said that all new signage should be in place by the end of the year.
- Aman announced that business license renewals are due December 31, 2024. Payment must be received by January 31, 2025, to avoid a late fee. For more information, please visit the City of Manzanita’s website.
- Aman reported that the Nehalem Bay State Park is now completely closed for construction renovations. Please abstain from visiting the park until it has been reopened.
- Aman spoke about the new City Hall building project and reported that the roof is almost complete. She explained that the windows and doors should be installed soon and said the dry-in date is still set for December 20. Once the building is dry, electrical, mechanical and plumbing will begin. She stated that the project is still on schedule and within budget.

## 5. NEW BUSINESS:

**A. Financial Audit** – Accounting Manager Nina Crist, Accuity Auditor Kori Sarrett  
Kori Sarett with Accuity CPA’s spoke about the audit for fiscal year 2023/2024 and stated that the audit was great overall. She said there were no audit adjustments or non-compliance issues this year. The only deficiency that was found was segregation of duties, which is expected with a city the size of Manzanita.

**B. FEMA Biological Opinion Pre-Implementation Compliance Measure – 3J**  
Consulting City Contract Planner Scott Fregonese  
3J Consulting City Contract Planner Scott Fregonese spoke about the FEMA Pre-Implementation Compliance Measures (PICM). He explained the National Flood Insurance Program (NFIP) – Endangered Species Act (ESA) Integration in Oregon and shared what is required for development in special flood hazard areas. He said that Manzanita has some property that falls into the coastal velocity flood zones and shared the timeline for implementation of the plan. He said that every city was presented with three options by FEMA and stated that all cities must be compliant by January 2025. He explained the three options and reported that Manzanita selected option three, “require permit applicants to develop a floodplain habitat assessment documenting that their proposed development in the special flood hazard area will achieve “no net loss”.” All building permits will need to comply with the new FEMA regulations as of December 1, 2024. For more information, please visit [www.fema.gov/about/organization/region-10/oregon/nfip-esa-integration](http://www.fema.gov/about/organization/region-10/oregon/nfip-esa-integration)

**C. Budget Committee Criteria** – Accounting Manager Nina Crist, Budget Committee Member Joy Nord  
Budget Committee Member Joy Nord announced two upcoming vacant budget committee positions and presented updated applicant selection criteria. Both seats are three-year appointments expiring March 2028. The application will be posted on Friday December 6, 2024, and will close on Friday at 4pm on January 3, 2025.

**A motion was made by Hart to approve the Budget Committee Selection Criteria. Seconded by Spegman; motion passed unanimously.**

**D. Planning Commission Appointments** – Councilor Tom Campbell, Hatfield Fellow  
Cody Aucoin

Hatfield Fellow Cody Aucoin announced that there are three open seats on the Planning Commission. He spoke about the selection process, timeline, and said all three seats are four-year appointments expiring 2028. He stated that the City received three applications, and all were deemed qualified to serve on the committee. He and the other members of the selection committee recommended Lee Hiltenbrand, Frank Squillo, and Brad Berman to be appointed to the Planning Commission.

**Mayor Stock accepted the three selection committee recommendations and appointed Lee Hiltenbrand, Frank Squillo, and Brad Berman to the Planning Commission.**

**A motion was made by Hart to accept Resolution 24-23 Making Appointments to the Planning Commission. Seconded by Kozlowski; motion passed unanimously.**

**E. Policy Handbook** – City Manager Leila Aman

City Manager Leila Aman spoke about the employee policy handbook and shared the most recent updates. She specified that the key changes are related to the Oregon leave act and said that the City Attorney and County insurance provider has assisted in the update to ensure it is consistent with current state laws. She also proposed updates to the travel and training section of the handbook. She explained that meals and mileage are now aligned with federal per diem rates, and hotel room prices are based on conference hotel pricing. If an employee is unable to stay at a conference hotel, they can choose a different hotel with a comparable rate. Aman communicated that she is currently working on a driver's policy for employee use of city vehicles.

**A motion was made by Kozlowski to accept the Employee Policy Handbook changes and updates as presented. Seconded by Campbell; motion passed unanimously.**

**F. EVCNB Memorandum of Understanding** – Council President Linda Kozlowski,  
EVCNB President Trish Johnson

Council President Linda Kozlowski spoke about Manzanita's partnership with Emergency Volunteer Corps of Nehalem Bay (EVCNB) and outlined the Memorandum of Understanding (MOU). City Manager Leila Aman stated that this is a non-binding agreement that establishes roles and responsibilities for the City and EVCNB for the purpose of preparing for, and responding to, the safety of residents and visitors in the event of a natural or man-made disaster. Included in this memorandum are terms that will allow EVCNB to utilize the assembly area adjacent to the new City Hall for training and other activities that have historically needed an event permit. This Memorandum of Understanding (MOU) will expire December 2028.

**A motion was made by Campbell to accept the MOU to be executed between the City of Manzanita and EVCNB. Seconded by Spegman; motion passed unanimously.**

**G. Restrictive Covenant – Highlands Annexation** – City Manager Leila Aman  
City Manager Leila Aman spoke about Ordinance 24-04, annexing and rezoning property in the City’s urban growth area for the purpose of affordable housing. Aman has been working with Pine Grove Properties and the City Attorney to develop and finalize a restrictive covenant to the property to meet certain conditions, including the establishment of a deed restriction on the property limiting it to moderate income housing. If approved, the annexation will be finalized with Tillamook County.

**A motion was made by Campbell to delegate authority to the City Manager to sign and file the Restrictive Covenant. Seconded by Hart; motion passed unanimously.**

**6. COUNCIL UPDATES:**

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

**7. INFORMATION AND ADJOURN:**

- The Planning Commission meeting for December has been cancelled.
- Manzanita Municipal Court will be held December 13, 2024, at 1:30pm and is open to the public.

**Mayor Stock adjourned the meeting at 7:52PM.**

**MINUTES APPROVED THIS  
8<sup>th</sup> Day of January, 2025**

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Kathryn Stock, Mayor

Attest:

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Leila Aman, City Manager

**CITY OF MANZANITA  
DECEMBER 11, 2024  
CITY COUNCIL WORK SESSION**

**1. CALL MEETING TO ORDER:** The meeting was called to order on December 11, 2024, at 2:00pm 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, Hatfield Fellow Cody Aucoin, and Assistant City Recorder Nancy Jones. Panelist present: None.

**2. Process for Changing Vehicle Use on the Ocean Shore - Councilor Jerry Spegman**

Councilor Jerry Spegman spoke about the process for changing the rule of allowing vehicle access on the Manzanita section of the beach. He communicated that the City needs to petition Oregon Parks and Recreation to consider changing this rule. He presented OAR 736-024-0015 (b)(A) and (B) and stated that the City is seeking to change exception (A) portion of the rule. He shared the possible timeline and said that it is the City's goal to ban vehicles from driving on the beach. The Manzanita beach boundaries are from the south edge of Oswald West to the north edge of Nehalem Bay State Park and vehicles are allowed beach access October through April, 7:00am to 12:00pm (noon). If Oregon Parks and Recreation accepts the petition, a public hearing would be scheduled. Spegman reported that the hearing would cover five categories: (1) safety, (2) access concerns, (3) scenic recreational values, (4) natural resources, and (5) beach management.

**3. Adjourn:** Mayor Stock adjourned the meeting at 2:37pm.

**MINUTES APPROVED THIS  
8<sup>th</sup> Day of January 2025**

\_\_\_\_\_  
Kathryn Stock, Mayor

Attest:

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





# BILLS FOR APPROVAL OF PAYMENT

From 12/01/2024 - 12/31/2024

VENDOR	TOTAL	ADMIN	POLICE	BLDG	COURT	PARKS	CH EXP	ROADS	Visitors Center	WATER
SHERWIN WILLIAMS (MTRLS. & SUPP.)	\$120.00									\$120.00
SOPKO WELDING (WELDING SERVICES)	\$899.33							\$899.33		
STAPLES (OFFICE SUPPLIES)	\$127.44	\$127.44								
SUNSET CONST. (PARK REPAIR)	\$750.00					\$750.00				
SWEET SEPTIC (PORTABLE TOILETS)	\$295.00								\$295.00	
TILL. CO. EMERGENCY (ANNUAL SOFTWARE)	\$7,437.58		\$7,437.58							
TILL. CREAMERY (MTRLS & SUPP.)	\$124.00									\$124.00
TILL. PAYABLE (FINES & ASSMNTS.)	\$160.50				\$160.50					
TCVA (VC COORD.)	\$3,523.51								\$3,523.51	
TPUD (ELECTRICITY)	\$3,929.31	\$208.34	\$241.52			\$97.66		\$609.00	\$126.31	\$2,646.48
US BANK (CITY VISA)	\$4,419.13	\$1,519.73	\$214.82						\$956.58	\$1,728.00
VERIZON (TELEPHONE)	\$1,274.02	\$337.32	\$110.47	\$343.52					\$111.64	\$371.07
WALTER WEND. (CITY PLANNER)	\$580.00	\$580.00								
WINDSOR (CIVIL ENGINEER)	\$108,989.28							\$65,840.42		\$43,148.86
<b>TOTALS</b>	<b>\$496,956.43</b>	<b>\$39,133.29</b>	<b>\$9,391.81</b>	<b>\$406.08</b>	<b>\$2,273.60</b>	<b>\$1,128.80</b>	<b>\$305,175.19</b>	<b>\$70,423.88</b>	<b>\$5,407.78</b>	<b>\$63,616.00</b>

2024-25 Manzanita Off-Season Marketing Grant Applications

Organization	Applicant	Funding Request	Project	Notes
The Winery at Manzanita	Mark Proden	\$2000	Billboards on Hwy 101	Signs may be within the 50-mile range
Hoffman Center for the Arts	India Downes-LeGuin	\$2000	Manzanita Writers Series “Bookend Edition”	Collaborative, off-season literary and writers events
Nehalem Valley Historical Society	Rob Borgford	\$2000	Printed mailed newsletters and history presentations	Fall -winter-spring newsletters and events
Centerpoint Healing Arts	Elizabeth “Za” Connor	\$1,225	World Labyrinth Day 2025 event	Celebrate Manzanita’s 3rd annual World Labyrinth Day 2025 on Saturday, May 3rd
Deeply Kneaded Mind and Bodywork	Gia Shaw	\$2000	North Coast Wellness Getaways	Collaboration with other businesses for wellness events plus brochures.
Four Paws on the Beach	Matthew Ruona	\$2000	Social Media Outreach	Promote events and the store
Pine Grove Community Center	Wendy Jackson	\$2000	Marketing campaign to increase event business at Pine Grove	Includes social media, brochures and marketing
	7 applications =	\$13,225		





**COUNCIL RESOLUTION No. 25-01**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANZANITA, OREGON, REQUESTING THAT THE OREGON PARKS AND RECREATION COMMISSION OPEN RULEMAKING ON A PROPOSED CHANGE TO OAR 736-024-0015(b)(A) and (B).**

WHEREAS, motor vehicle travel is currently prohibited on the beach contiguous with the city of Manzanita except during the period from October 1 through April 30, between the hours of 7 am and 12 pm, and at any time for vehicles engaged in boat launchings; and

WHEREAS, motor vehicle travel on the beach is no longer compatible with the safe enjoyment of the beach on a year-round basis by Manzanita residents, second-home owners, overnight lodging guests, and day trippers; and

WHEREAS, beach use increases substantially during the holiday season extending from Thanksgiving through New Years, on 3 day weekends including Indigenous Peoples Day, Veterans Day, Martin Luther King Jr. Day, and President's Day, and during Spring Break weeks in both Oregon and Washington, all of which occur during the October-April period when vehicles are currently permitted on the beach; and

WHEREAS, the city of Manzanita's visitors center has two beach wheelchairs and one electric all-terrain track chair that provide opportunities for disabled people to have reasonable beach access and use at no charge;

WHEREAS, motor vehicle travel on the beach adversely impacts the beach ecosystem in several ways that are harmful to inter-tidal marine life, shorebirds, wildlife and coastal vegetation; and

WHEREAS, boat launching on the beach in question is rare to non-existent, and two well used boat launching sites on Nehalem Bay adequately address this need;

**Now, Therefore, be it Resolved by the City Council of the City of Manzanita that we request the Oregon Parks and Recreation Commission to open rulemaking for the purpose of changing OAR 736-024-0015 so that motor vehicle travel is no longer permitted on the beach in question.**

Introduced and adopted by the City Council on

\_\_\_\_\_.

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

Kathryn Stock, Mayor

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ATTEST:

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Leila Aman, City Manager/ City Recorder

## Memorandum of Understanding

This Memorandum of Understanding (“MOU”) is entered into on January 9, 2025 (the “Effective Date”) by and between the City of Manzanita (the “City”) and Encore Investments, LLC (“Encore”).

### **Purpose**

This memorandum sets forth the intent of the City and Encore to cooperate and work together for the purpose of potentially entering into an agreement for a non-exclusive and perpetual easement, that would be granted to the City by Encore (the “Easement”) and Encore’s assistance in seeking a land swap with Pine Grove Properties, Inc. (“PGP”) to enable the relocation of the storm water pond located generally at the intersection of Classic Street and Ridge Road (the “Pond”), should the City determine that relocation is necessary. PGP and Encore are affiliates as there is some overlap in ownership of the two entities. The Easement is anticipated to cover a strip of land (the “Easement Area”) owned by Encore that is approximately ten (10) feet in width along the length of the Encore property adjacent to Classic Street Right of Way between Dorcas Lane and Necarney Boulevard. The Easement is necessary to allow the City to construct, repair, and maintain a water main and a paved public pathway. The relocation of the Pond, if needed, would serve to drain storm water from Classic Street and Meadows Drive. The water main, pathway, and, if necessary, Pond relocation, are to be completed as part of the Classic Street Connection Project (the “Project”).

### **Background**

The Project will provide necessary fire flow, water service, stormwater management and traffic calming and safety improvements along Classic Street from Laneda Avenue to Necarney Road in Manzanita, Oregon. The Project has been a key capital project for the City for over 20 years. There are three major components to the Project:

#### Water System Improvements

The Project would include a new 10” water main along Classic Street. This expansion would divide a very large looped water system, creating two smaller linked loops, increasing available water flow to meet current/future fire flow standards for the entire Urban Growth Boundary, including the area where 120 units have been proposed. The Project will also provide a critical redundancy increasing resiliency within the City’s water system.

#### Storm Water Improvements

The absence of a storm water connection for Classic Street leads to flooding and erosion issues on what has become a very critical transportation connection. Flooding not only poses a safety hazard for drivers and pedestrians, but it also hinders the overall functionality and longevity of the travel way. Construction of a storm water system will allow the current storm basin to flow in 2 separate directions and connect to the recently completed storm line constructed in Dorcas Lane, which intersects with Classic Street.

#### Transportation Improvements

The Project will include a pedestrian pathway along Classic Street and traffic-calming measures on Classic Street, including some crossings at intersections. Increasing pedestrian and bicycle safety on Classic Street is the top project in the City's recently-adopted Transportation System Plan (TSP). The Project anticipates a paved pathway on the east side of the Classic Street Right of Way along property owned by Encore.

## **Agreement**

The City and Encore desire to collaborate and work together toward their shared goal of executing the Easement as follows:

Under this MOU, Encore will do the following:

1. Participate with the City in good faith, but with no obligation, to negotiate a possible Easement to include the terms described in this MOU.
2. Provide the City and its contractors access to Encore's property for survey, geotechnical and engineering and construction purposes.
3. Provide appropriate authorization as reasonably requested by City in a timely manner in accordance with the Project timeline.
4. If a relocation of the Pond is needed in connection with the Project, help negotiate a land swap for the new Pond (as described below) in good faith between PGP, and the City .

And the Easement, if executed by the parties, will include the following terms:

1. The right of Encore to grant additional easements within the Easement Area to other utilities, provided that Encore shall:
  - a. Not grant any additional easements that unreasonably interfere with City's use of, or adversely affect, the water main, the pedestrian path, or the City's rights under the Easement Agreement;
  - b. Be responsible for, or require the applicable utility easement holder to bear, the cost of repairing any damage caused by other easement holders to the water main, pedestrian path, or Easement Area;
  - c. Coordinate any activities and uses by other easement holders within the Easement Area with City so that such activities and uses do not impact any Project timelines, operations, or schedules; and
  - d. Be responsible for restoring, or requiring the applicable utility easement holder to restore, the Easement Area to the same condition as existed prior to the grant of the additional easement.

2. The right of Encore to use the Easement Area for any uses that do not unreasonably interfere with City's water main and pedestrian path, or with the City's rights under the Easement.
3. City's agreement to maintain the path in good condition and repair and in an aesthetically pleasing manner. City will also maintain the water line in good condition and repair. City will promptly repair any damage to the path or the Easement Area, except to the extent caused by (a) any other entities that hold easements within the Easement Area or (b) the breach of the Easement Agreement by, or the negligence or willful misconduct of Encore.
4. The City will use reasonable efforts to prevent storm water from draining off of Classic Street onto land owned by Encore or portions of the Highlands at Manzanita, including lots and common areas, and to promptly repair any damaged caused by such drainage. In the event such damage occurs and the City fails to promptly repair it, Encore will have the right, after providing notice and a cure period to the City, to perform such repair and receive prompt reimbursement from the City. Such repair may include, without limitation, repair or replacement of improvements and landscaping.
5. Subject to the limitations of the Oregon Constitution and the Oregon Tort Claims Act, City will indemnify, defend and hold Encore harmless from injuries, damages, losses and liabilities arising out of the construction, use, maintenance and repair of the Easement Area and the improvements constructed by the City in the Easement Area (including those related to property damage to improvements located within the Highlands at Manzanita and owned by third parties), except to the extent caused by any other entities that hold easements within the Easement Area or caused by the negligence or willful misconduct of Encore.
6. The City will endeavor to prevent damage to the slope adjacent to Classic Street caused by construction in the Easement Area.
7. The City will be responsible for maintaining the Easement Area, including improvements installed by the City, in good condition and repair; provided, however, such maintenance will not include any obligation to repair damage caused by other entities that hold easement within the Easement Area or by the negligence or willful misconduct of Encore.
8. City's right to use the Easement Area will be limited to construction, installation, maintenance, use, repair and replacement of an underground water line and an above ground multi-use path.
9. The Easement will run with the land and be binding upon Encore's successors and assigns. Accordingly, when the Easement Area is conveyed to the Highlands at Manzanita homeowners association, the association will take over the rights and obligations of Encore, and Encore will have no further rights or obligations except for those that accrued before the date of transfer of the Easement Area.

Under the MOU the City shall:

1. Reimburse Encore for legal review of this MOU.
2. Reimburse Encore for all legal or survey fees incurred in connection with the drafting of the easement.
3. Be responsible for recording costs related to the Project.
4. Conduct a geotechnical analysis on any adjacent slope areas in advance of determining the design and exact location of the Easement. Such geotechnical analysis must demonstrate, to Encore's reasonable satisfaction, after review and approval by a geotechnical engineer of Encore's choosing, that installation and maintenance of the City's water line will not compromise the integrity of the slope of the land adjacent to the Easement Area. City will reimburse Encore for the costs of such review/analysis. Encore's geotechnical engineer will complete its review and approval within 7 business days after Encore receives the geotechnical analysis from the City.
5. Provide Encore with plans and specifications for the proposed water line, showing the proposed location of all improvements, which plans and specifications will be subject to review by Encore's engineer (at City's cost) and the mutual approval of both City and Encore, each acting in its sole discretion. Encore's engineer must complete its review of the plans and specifications within 7 business days after Encore receives the plans and specifications from the City.
6. Provide Encore with specific information in City's possession related to the Easement.
7. Restrict the Easement to the activities reasonably required for the City to construct, install, use, maintain, repair, and replace the water main and the paved public pathway.
8. If the City's engineers determine that the Pond should be relocated as part of the Project to collect storm water from Classic Street and Meadows Drive, and if City and PGP agree upon the terms of a land swap, the City will relocate the Pond substantially as shown on the attached **Exhibit A**, and fill the current Pond area with engineered fill and restore it to its original state.
9. Negotiate the Easement and, if the City determines that the Pond should be relocated, negotiate a land swap for the new location for the Pond with PGP. Notwithstanding the foregoing or anything to the contrary in this MOU, however, the City is not obligated to enter into an agreement with PGP for the land swap.
10. The City's total reimbursement obligation under Sections 1, 2, 3, 4, and 5 above will not exceed \$5,000 (the "Reimbursement Cap"). Reimbursement requests must include documentation of expenses. Encore is responsible for all costs in excess of the Reimbursement Cap.

This MOU is executed to set forth the terms on which the parties will discuss a possible easement and, if needed, property swap. It is not, however, binding upon either party. Each party will have the right, in its sole discretion, to execute subsequent easements to carry out the terms of this MOU.


If the parties are unable to enter into an Easement, or, if the City deems the Pond relocation necessary but PGP and the City are unable to agree upon the terms for a land swap within ninety (90) days of the Effective Date, this MOU will terminate and no longer guide either party in the negotiation of any potential agreements.

In witness whereof, the City and Encore have caused this MOU to be executed as of the Effective Date.

**City of Manzanita**

**Encore Investments**

By: \_\_\_\_\_  
Leila Aman, City Manager

By:  \_\_\_\_\_  
Name: Jim Pentz  
Title: President Pine Grove Properties Inc.  
Manager Encore Investments LLC

# HIGHLANDS 3

REPLAT OF TRACT 'E', HIGHLANDS 2. SE 1/4, SECTION 29, T3N, R10W, W.M.  
CITY OF MANZANITA, TILLAMOOK COUNTY, AUGUST 23, 2021

### APPROVALS

STATE OF OREGON >  
>S.S.  
COUNTY OF TILLAMOOK >  
EXAMINED AND APPROVED BY THE FOLLOWING:

TILLAMOOK COUNTY SURVEYOR DATE TILLAMOOK COUNTY ASSESSOR DATE

TAXES HAVE BEEN PAID IN FULL TO JUNE 30, 2022.

TILLAMOOK COUNTY TAX COLLECTOR DATE TILLAMOOK COUNTY COMMISSIONER DATE

TILLAMOOK COUNTY COMMISSIONER DATE TILLAMOOK COUNTY COMMISSIONER DATE

PLANNING COMMISSION CHAIRPERSON DATE  
CITY OF MANZANITA

### DECLARATION

KNOW ALL PEOPLE BY THESE PRESENTS THAT PINE GROVE PROPERTIES, INC. IS THE OWNER OF THE LAND REPRESENTED ON THE ANNEXED MAP AND MORE PARTICULARLY DESCRIBED IN THE ACCOMPANYING SURVEYOR'S CERTIFICATE AND HAS CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED INTO 23 LOTS, TRACTS 'F' THROUGH 'J' AND CREATE EASEMENTS E-9 THROUGH E-11 AS SHOWN ON THIS MAP. ALL STREETS WITHIN THIS SUBDIVISION ARE HEREBY DEDICATED TO THE PUBLIC AS PUBLIC WAYS.

JAMES P. PENTZ, PRESIDENT  
PINE GROVE PROPERTIES, INC.

### ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ >  
> S.S.  
COUNTY OF \_\_\_\_\_ >

KNOW ALL PEOPLE BY THESE PRESENT, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021 BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED JAMES P. PENTZ, WHO BEING DULY SWORN, DID SAY THAT HE IS THE IDENTICAL PERSON NAMED ON THE FOREGOING INSTRUMENT, AND THAT SAID INSTRUMENT WAS EXECUTED ON HIS BEHALF AND HIS SIGNATURE IS AFFIXED TO SAID INSTRUMENT AND IS OF HIS FREE AND VOLUNTARY ACT OR DEED.

NOTARY'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

PRINTED NAME OF NOTARY PUBLIC \_\_\_\_\_

NOTARY PUBLIC - \_\_\_\_\_ STATE \_\_\_\_\_ COMMISSION NO.: \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_  
FULL NAME OF MONTH, 2 DIGIT DATE AND COMPLETE YEAR

### CERTIFICATE OF COUNTY CLERK

STATE OF OREGON >  
> S.S.  
COUNTY OF TILLAMOOK >

I DO HEREBY CERTIFY THAT I AM THE QUALIFIED CLERK OF TILLAMOOK COUNTY, OREGON, AND THAT THIS SUBDIVISION PLAT IS THE FULL, COMPLETE AND TRUE COPY OF THE ORIGINAL PLAT OF SAME, AS RECORDED IN PLAT CABINET B-\_\_\_\_\_ OF PLAT RECORDS OF TILLAMOOK COUNTY, OREGON, RECORDED \_\_\_\_\_, 2021, AT \_\_\_\_\_ O'CLOCK AS INSTRUMENT NO. \_\_\_\_\_

TASSI O'NEIL, COUNTY CLERK

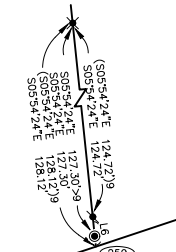
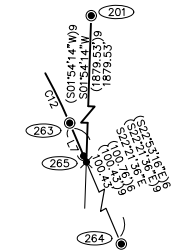
I, ERICK M. WHITE, DO HEREBY CERTIFY THAT THIS IS A FULL, COMPLETE AND TRUE COPY OF THE ORIGINAL PLAT AS REFERENCED ABOVE.

ERICK M. WHITE, PLS 78572

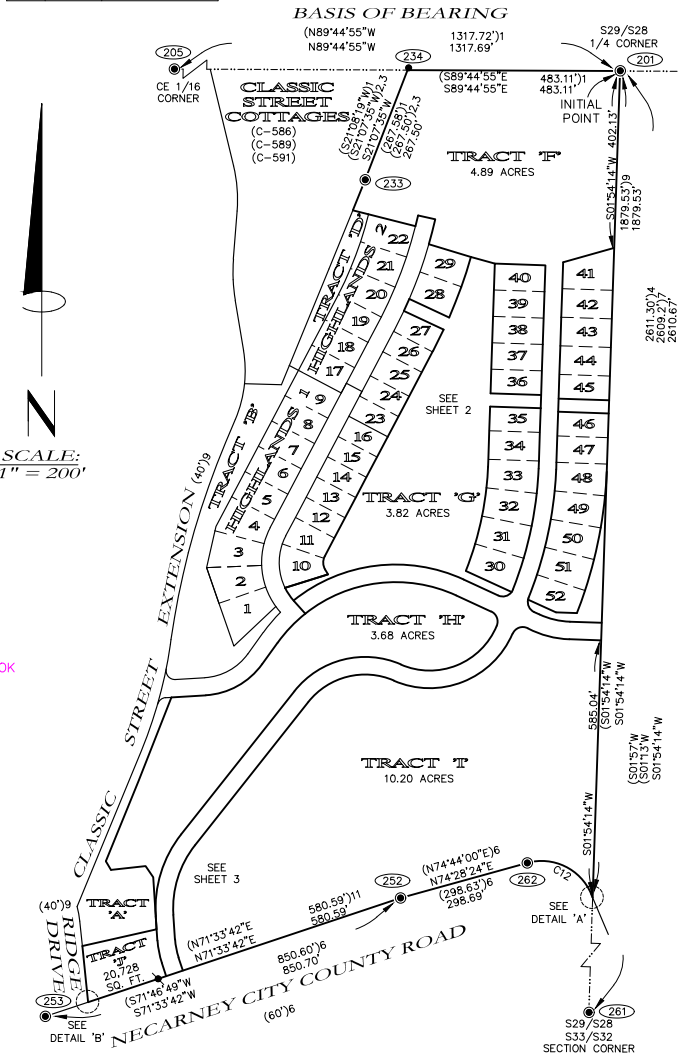
REGISTERED PROFESSIONAL LAND SURVEYOR  
*Erick M White*  
OREGON  
APRIL 28, 2014  
ERICK M. WHITE  
78572  
RENEWS 6/30/2022

THIS MAP IS TEMPORARY AND IS A TILLAMOOK COUNTY SURVEYOR REVIEW COPY ONLY.

- SHEET 1  
APPROVALS  
DECLARATION  
ACKNOWLEDGMENT  
CERTIFICATE OF COUNTY CLERK  
SURVEYOR'S CERTIFICATE  
VICINITY MAP  
BASIS OF BEARING  
NARRATIVE  
RADIAL TABLE  
DETAIL 'A'  
DETAIL 'B'
- SHEET 2  
LOT CONFIGURATION  
LINE TABLE  
DETAIL 'C'
- SHEET 3  
MONUMENT NOTES  
CURVE TABLE  
LEGEND
- SHEET 4  
EASEMENT CONFIGURATION  
EASEMENTS OF RECORD  
EASEMENTS CREATED BY THIS PLAT



SCALE: 1" = 200'



### SURVEYOR'S CERTIFICATE

I ERICK M. WHITE DO HEREBY CERTIFY THAT:

I HAVE CORRECTLY SURVEYED AND MARKED WITH PROPER MONUMENTATION THE LAND REPRESENTED ON THE ATTACHED SUBDIVISION MAP, THE BOUNDARIES OF WHICH ARE DESCRIBED AS FOLLOWS:

A TRACT OF LAND LOCATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 29, TOWNSHIP 3 NORTH, RANGE 10 WEST, OF THE WILLAMETTE MERIDIAN, TILLAMOOK COUNTY, OREGON, FURTHER DESCRIBED AS FOLLOWS:

TRACT 'E', HIGHLANDS 2.

THE INITIAL POINT BEING THE ONE-QUARTER COMMON TO SECTIONS 28 AND 29, TOWNSHIP 3 NORTH RANGE 10 WEST OF THE WILLAMETTE MERIDIAN, SAID POINT BEING MARKED BY A 3" BRASS DISK IN CONCRETE STAMPED "1/4 S29 S28 R5793 1970".

ERICK M. WHITE, PLS 78572

### BASIS OF BEARING

THE LINE BETWEEN FOUND MONUMENTS (201) AND (205) BEARS NORTH 89°44'55" WEST, THE RECORD VALUE FROM THE PLAT OF PACIFIC DUNES UNIT NO. 6 (MAP C-535) TILLAMOOK COUNTY SURVEY RECORDS.

### NARRATIVE

THIS SURVEY WAS CONDUCTED AS A REPLAT OF TRACT 'E', HIGHLANDS 2 (MAP C-595), TILLAMOOK COUNTY SURVEY RECORDS. THE PURPOSE OF THIS SURVEY IS TO SUBDIVIDE THE SUBJECT PROPERTY INTO 23 LOTS, 5 TRACTS AND CREATE EASEMENTS E-9 THROUGH E-11 AS SHOWN HEREON. THE EXTERIOR BOUNDARY OF SAID TRACT 'E' WAS LAID OUT BY HOLDING RECORD VALUES AND MONUMENTS FROM SAID MAP C-595. SEE MAP C-595 FOR ADDITIONAL DETAILS. THE SUBJECT LOTS WERE LAID OUT AS PER THE CLIENT'S REQUEST, AND AS APPROVED BY THE CITY OF MANZANITA FINDINGS OF FACT, CONCLUSIONS, AND ORDER NO. SUB 19-03.

RADIAL TABLE

CURVE	END	BEARING TO RADIUS
(C12)9	NORTH	S15°29'40"E
(C12)	NORTH	S15°29'40"E
(C12)9	SOUTH	S66°54'55"W
(C12)	SOUTH	S66°54'55"W



## Memorandum of Understanding

This Memorandum of Understanding (“MOU”) is entered into on January 9, 2025 (the “Effective Date”) by and between the City of Manzanita (the “City”) and Classic Street Cottages Homeowners Association (the “Association”).

### **Purpose**

This memorandum sets forth the intent of the City and the Association to cooperate and work together for the purpose of potentially entering into an agreement for a non-exclusive and perpetual easement (the “Easement”) that would be granted to City by the Association. The Easement is anticipated to cover a strip of land (the “Easement Area”) owned by the Association that is approximately ten (10) feet in width and located along the length of the Association property adjacent to the east side of the Classic Street Right of Way between Dorcas Lane and Necarney Boulevard. The Easement is necessary to allow the City to construct, repair, and maintain a water main and a paved public pathway. The water main and pathway are to be completed as part of the Classic Street Connection Project (the “Project”).

### **Background**

The Project will provide necessary fire flow, water service, stormwater management, traffic calming and safety improvements along Classic Street from Laneda Avenue to Necarney Road in Manzanita, Oregon. The Project has been a key capital project for the City for over 20 years. There are three major components to the Project:

#### Water System Improvements

The Project would include a new 10” water main along Classic Street. This expansion would divide a very large looped water system, creating two smaller linked loops, increasing available water flow to meet current/future fire flow standards for the entire Urban Growth Boundary, including the area where 120 units have been proposed. The Project will also provide a critical redundancy increasing resiliency within the City’s water system.

#### Storm Water Improvements

The absence of a storm water connection for Classic Street leads to flooding and erosion issues on what has become a very critical transportation connection. Flooding not only poses a safety hazard for drivers and pedestrians, but it also hinders the overall functionality and longevity of the travel way. Construction of a storm water system will allow the current storm basin to flow in 2 separate directions and connect to the recently completed storm line constructed in Dorcas Lane, which intersects with Classic Street.

## Transportation Improvements

The Project will include a paved pedestrian pathway along Classic Street and traffic-calming measures on Classic Street, including some crossings at intersections. Increasing pedestrian and bicycle safety on Classic Street is the top project in the City's recently-adopted Transportation System Plan (TSP). The Project anticipates a paved pathway on the east side of the Classic Street Right of Way along property owned by Classic Street Cottages Home Owners Association.

## Agreement

The City and the Association desire to collaborate and work together toward their shared goal of executing an Easement as follows:

Under this MOU, the Association will do the following:

1. Participate with the City in good faith but with no obligation, to negotiate a possible Easement to include the terms described in this MOU.
2. Provide the City and its contractors access to the Association property for survey, geotechnical and engineering and construction purposes.
3. Provide appropriate authorization as reasonably requested by City in a timely manner in accordance with the Project timeline.
4. Negotiate the Easement in good faith, but with no obligation, with the City.

And the Easement, if executed by the parties, will include the following terms:

1. The right of the Association to grant additional easements within the Easement Area to other utilities, provided that the Association shall:

- a. Not grant any additional easements that unreasonably interfere with City's use of, or adversely affect, the water main, the pedestrian path, or the City's rights under the Easement Agreement;
  - b. Be responsible for, or require the applicable utility easement holder to bear, the cost of repairing any damage caused by other easement holders to the water main, pedestrian path, or Easement Area;
  - c. Coordinate any activities and uses by other easement holders within the Easement Area with City so that such activities and uses do not impact any Project timelines, operations, or schedules; and
  - d. Be responsible for restoring, or requiring the applicable utility easement holder to restore, the Easement Area to the same condition as existed prior to the grant of the additional easement.
2. The right of the Association to use the Easement Area for any uses that do not unreasonably interfere with City's water main and pedestrian path, or with the City's rights under the Easement.
3. City's agreement to maintain the path in good condition and repair and in an aesthetically pleasing manner. City will also maintain the water line in good condition and repair. City will promptly repair any damage to the path or the Easement Area, except to the extent caused by (a) any other entities that hold easements within the Easement Area or (b) the breach of the Easement Agreement by, or the negligence or willful misconduct of, the Association.
4. The City will use reasonable efforts to prevent storm water from draining off of Classic Street and onto land owned by the Association or portions of Classic Street Cottages, including lots and common areas, and to promptly repair any damage caused by any such drainage. In the event that such damage occurs, and the City fails to promptly repair it, the Association will have the right, after providing notice and a cure period to the City, to perform such repair and receive prompt reimbursement from the City. Such repair may include, without limitation, repair or replacement of improvements and landscaping.
5. To the extent permitted under the Oregon Tort Claims Act and the Oregon Constitution, the City will indemnify, defend and hold the Association harmless from injuries, damages, losses, and liabilities arising out of the construction, use, maintenance, replacement and repair of the Easement Area (including those related property damage to improvements located within Classic Street Cottages and owned by third parties) and the improvements constructed by the City in the Easement Area, except to the extent caused by any other entities that hold easements within the Easement Area or caused by the negligence or willful misconduct of the Association.

6. The City endeavor to prevent damage to the slope adjacent to Classic Street caused by construction in the Easement Area.
7. The City will be responsible for moving and replanting, or replacing, plants and irrigation facilities and equipment that are damaged or removed from the Easement Area or any other land within the Classic Street Cottages community if such damage or removal was caused by the City or its permitted users. The City's initial landscaping plan will be subject to the prior written approval of the Association's board of directors, which approval will not be unreasonably withheld.
8. The City will be responsible for maintaining the Easement Area, including improvements installed by the City, in good condition and repair; provided, however, such maintenance will not include any obligation to repair damage caused by other entities that hold easements within the Easement Area or by the negligence or willful misconduct of the Association.
9. The City's right to use the Easement Area will be limited to construction, installation, maintenance, use, repair and replacement of an underground water line and an above ground multi-use path.
10. The City will engage consultants to conduct studies and advise on the potential repair, replacement, and/or modification of retaining walls along Classic Street in the Easement Area. The City will perform all repair, replacement and/or modifications for the retaining walls that it determines, in consultation with its consultants and the Association, are necessary for the effective function of the retaining walls in the Easement Area. The aesthetic features of the retaining walls shall be consistent with the aesthetic features of the existing retaining wall and the City will submit retaining wall designs to the Association's board of directors for review before commencement of improvements.
11. Except for the rights granted to the City under this Easement, the Association will not grant any other rights within the Easement Area that allow construction or installation of utilities or other temporary or permanent improvements on, above, or beneath the retaining walls.

Under the MOU the City shall:

1. Reimburse the Association for legal review of this MOU.
2. Reimburse the Association for all legal or survey fees incurred in connection with the negotiation and drafting of the Easement and costs associated with obtaining owner approval for the pedestrian path.
3. Be responsible for recording costs related to the Project.
4. Conduct a geotechnical analysis on any adjacent slope areas in advance of determining the design and exact location of the Easement. Such geotechnical analysis must demonstrate, to the Association's reasonable satisfaction, after review

and approval by a geotechnical engineer of the Association's choosing, that installation and maintenance of the City's water line will not compromise the integrity of the slope of the land adjacent to the Easement Area. City will reimburse the Association for the costs of such review/analysis. The Association's geotechnical engineer will complete its review and approval within 7 business days after the Association receives the geotechnical analysis from the City.

5. Provide the Association with plans and specifications, including design plans for consistency with existing retaining wall, for the proposed water line, showing the proposed location of all improvements, which plans and specifications will be subject to review by the Association's engineer (at City's cost), and the mutual approval of both City and the Association, each acting in its sole discretion. The Association's engineer must complete its review of the plans and specifications within 7 business days after the Association receives the plans and specifications from the City.
6. Provide the Association with specific information in City's possession related to the Easement.
7. Consult with and receive input from Classic Street Homeowners Association regarding design options for the project, as appropriate.
8. Negotiate the Easement in good faith with the Association.
9. The City's total reimbursement obligation under Sections 1, 2, 3, 4, and 5 above will not exceed \$5,000 (the "Reimbursement Cap"). The Association is responsible for all costs in excess of the Reimbursement Cap.

City acknowledges and agrees that the Association's ability to grant the path easement is subject to first obtaining approval of the Association members as required by ORS 94.665.

This MOU is executed to set forth the terms on which the parties will discuss a possible Easement. It is not, however, binding upon either party. Each party will have the right, in its sole discretion, to execute a subsequent Easement to carry out the terms of this MOU.

If the parties are unable to enter into an Easement within ninety (90) days of the Effective Date, this MOU will terminate and no longer guide either party in the negotiation of any potential agreements.

*[Signature page follows]*

In witness whereof, the City and the Association have caused this MOU to be executed as of the Effective Date.

**City of Manzanita**

**Classic Street Cottages Homeowners Association**

By: \_\_\_\_\_  
Leila Aman, City Manager

By: \_\_\_\_\_  
Linda Olson, President

# Jeanne Schuback

---

## **Experience**

### **City Prosecutor**

Newberg, Oregon January 2015 – Current

- Reviewing police reports and evidence.
- Interviewing witnesses and victims.
- Issuing misdemeanor cases.
- Preparing pretrial offers.
- Negotiating with opposing counsel.
- Appearing in court for arraignments, motions, pleas, jury and court trials.

### **City Prosecutor**

Beaverton, Oregon June 2019-September 2019; February 2020-April 2024

- Reviewing police reports and evidence to issue custody matters.
- Issuing misdemeanor charges and pretrial offers on custody matters.
- Appearing in court for jail arraignments and plea hearings.
- Reviewing police reports and evidence to issue non-custody matters.
- Issuing misdemeanor charges and pretrial offers.
- Appearing in court on non-custody arraignments and plea hearings.
- Appearing in court on motions.

### **Deputy District Attorney**

Multnomah County District Attorney, Portland, Oregon 2000-2004

- Reviewing police reports and evidence.
- Interviewing witnesses and victims.
- Issuing misdemeanor and felony cases.
- Preparing pretrial offers.
- Negotiating with opposing counsel.
- Appearing in court for arraignments, motions, pleas, court and jury trials.

### **Judicial Law Clerk**

Multnomah County Court, Portland, Oregon 1999-2000

- Courtroom clerk for complex litigation docket.
- Courtroom clerk for criminal docket.
- Preparing all court orders and judgments for judicial review.
- Researching legal matters under judicial review.

## **Law Clerk**

San Diego District Attorney, San Diego, California 1998

- Preparing and arguing motions.
- Preparing preliminary hearings.
- Appearing in court on arraignments, motion and preliminary hearings.

## **Education**

Judicial Doctorate 1999

Northwestern School of Law, Lewis and Clark  
Portland, Oregon

Bachelor of Science: Mathematics 1996

Portland State University  
Portland, Oregon

## **References**

The Honorable Judge Larry Blake

Truman Stone

Local Government Law Group

Tim Kempton

Former Beaverton City Prosecutor





City of Manzanita

**COUNCIL RESOLUTION No. 25-02**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANZANITA, OREGON, APPOINTING JEANNE SCHUBACK AS MANZANITA MUNICIPAL JUDGE PRO TEM**

**WHEREAS**, the City Council of the City of Manzanita is authorized through Section 10 the City charter to appoint and remove a municipal judge pro tem; and

**WHEREAS**, Municipal Judge Larry Blake currently serves as the City’s Municipal Judge and will continue to serve as the city’s Municipal Judge; and

**WHEREAS**, where there may be occasions whereby unforeseen circumstances cause the City’s Municipal Judge to be unable to serve, and court cannot be canceled; and

**WHEREAS**, the City Council believes it is in the best interest of the City to have an official municipal judge pro tem appointment in place in the event that the City’s Municipal Judge is unable to serve; and

**WHEREAS**, the City Council has determined that Jeanne Schuback is qualified to serve as municipal judge pro tem.

**Now, Therefore, be it Resolved by the City Council of the City of Manzanita** appoints Jeanne Schuback to serve as Manzanita’s Pro Tem Municipal Judge.

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

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

Kathryn Stock, Mayor

\_\_\_\_\_

ATTEST:

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