



CITY OF MANZANITA

655 Manzanita Ave - Manzanita, Oregon 97130
P.O. Box 129, Manzanita, OR 97130-0129
Phone (503) 812-2514 | TTY Dial 711
ci.manzanita.or.us

COUNCIL REGULAR SESSION

Manzanita City Hall

<https://ci.manzanita.or.us>

AGENDA

July 8, 2026

06:00 PM Pacific Time

Council will hold this meeting at the Manzanita City Hall: 655 Manzanita Ave

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/87820518185?pwd=RfmbhjE1DHMOObdzTaUtl1UUC0VpK.1>

Meeting ID: 878 2051 8185 Passcode: 917691

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. May 27, 2026, Special Session/Budget Hearing
- b. June 03, 2026, Regular Session
- c. June 10, 2026, Work Session
- d. June 17, 2026, Special Session

B. Approval of Bills

4. OLD BUSINESS

- A. Fourth of July Review**
Brad Hart, Councilor
Erik Harth, Chief of Police
- B. Annexation Ordinance 26-03 – 2nd Reading**
Scott Fregonese, Contract Planner, 3J Consulting
- C. One Eleven Sole Source Contract**
Nina Crist, Finance Director
- D. Oregon Bond Bank Financing Update**
Nina Crist, Finance Director
- E. Classic Street Project Summary**
Nina Crist, Finance Director
Rick Rempfer, Public Works Director
- F. City Manager Search Update**
Linda Kozlowski, Council President

5. COUNCIL UPDATES

6. ADJOURN (7:40)

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.

**CITY OF MANZANITA
MAY 27, 2026
SPECIAL CITY COUNCIL MEETING &
BUDGET HEARING**

1. CALL MEETING TO ORDER: The meeting was called to order on May 27, 2026, at 6:00pm via Zoom by Mayor Kathryn Stock.

ROLL: Kathryn Stock, Linda Kozlowski, Jerry Spegman, Brad Hart, and Tom Campbell. Staff present: Finance Director Nina Crist, and Assistant City Recorder Nancy Jones.

2. PUBLIC HEARING – CONSIDERATION OF THE 2026/2027 BUDGET (INCLUDING PROPOSED USES OF STATE REVENUE SHARING FUNDS). Mayor Stock opened the public hearing at 6:04pm. Stock asked for public comments on the proposed 2026/2027 Budget and the proposed uses of state shared revenues, and there were none. The Public Hearing was closed at 6:05pm.

3. NEW BUSINESS:

A. Resolution 26-11 – Resolution adopting the budget, levying taxes, categorizing taxes, and making appropriations for the fiscal year commencing July 1, 2026, to June 30, 2027.

A motion was made by Kozlowski, seconded by Hart to approve Resolution 26-11, Adopting the Budget, Levying Taxes, Categorizing Taxes, and making Appropriations for the Fiscal Year Commencing July 1, 2026, to June 30, 2027. Motion passed unanimously.

B. Resolution 26-12 – Resolution declaring the city’s election to receive state revenue sharing funds for fiscal year 2026-2027.

A motion was made by Hart seconded by Kozlowski to approve Resolution 26-12 Declaring the City’s Election to Receive State Revenue Sharing Funds for Fiscal Year 2026-2027. Motion passed unanimously.

C. Resolution 26-13 – Resolution extending Workers Compensation Coverage to Volunteers of city of Manzanita for Fiscal Year 2026-2027.

A motion was made by Campbell seconded by Kozlowski to approve Resolution 26-13 Extending Workers Compensation Coverage to Volunteers of city of Manzanita for Policy Year 2026-2027. Motion passed unanimously.

D. Resolution 26-14 – Resolution for the purpose of transferring appropriations for fiscal year 2025-2026. Finance Director Nina Crist provided details on the transfers to each fund.

A motion was made by Kozlowski seconded by Campbell to approve Resolution 26-14 for the Purpose of Transferring Appropriations within the General, Building, and Tourism Funds for fiscal year 2025-2026. Motion passed unanimously.

E. Resolution 26-15 – Resolution creating the building surcharge fund. Finance Director Nina Crist explained the twelve percent surcharge the state requires on building permits and said this will be a pass-through account for accuracy.

A motion was made by Kozlowski seconded by Campbell to approve Resolution 26-15 Establishing the Building Surcharge Fund. Motion passed unanimously.

F. Resolution 26-16 – Resolution closing the city hall expansion fund. Finance Director Nina Crist clarified a section of the resolution and explained the meaning.

A motion was made by Hart seconded by Kozlowski to approve Resolution 26-16 Authorizing the Closure of the City Hall Expansion Fund and Transfer of Remaining Fund Balance to the General Fund. Motion passed unanimously.

4. ADJOURN: Mayor Stock adjourned the meeting at 6:15pm.

**MINUTES APPROVED THIS
8TH DAY OF JULY 2026**

Kathryn Stock, Mayor

ATTEST:

Nancy Jones, Clerk of the Council, Pro Tem



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CITY COUNCIL REGULAR SESSION

June 3, 2026

1. CALL TO ORDER: The meeting was called to order June 3, 2026, at 6:00pm at the Manzanita City Hall by Mayor Kathryn Stock.

Roll: Council members present: Kathryn Stock, Linda Kozlowski, Jerry Spegman, and Tom Campbell. Council present via zoom: Brad Hart. Staff present: Police Sergeant Mike Sims, Public Works Director Rick Rempfer, Police Officer John Garcia, and Assistant City Recorder Nancy Jones. Staff present via zoom: Finance Director Nina Crist. Panelist's present: Pine Grove Community Center Representative Jo Newhouse. Panelist's present via zoom: Event Coordinator Representative Angie Douma, 3J Consulting Walt Wendolowski, and Manzanita Development Group Representative Jerry Jones.

2. AUDIENCE PARTICIPATION: There were 10 people in attendance, 10 attended via zoom, 33 attended via website. There were no public comments.

3. CONSENT AGENDA:

A. APPROVAL OF MINUTES –

- a. April 28, 2026, Budget Meeting
- b. April 29, 2026, Special Session
- c. May 05, 2026, Budget Meeting
- d. May 06, 2026, Special Session
- c. May 06, 2026, Regular 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 April 28, 2026, Budget Meeting Minutes; April 29, 2026, Special Session Minutes; May 05, 2026 Budget Meeting Minutes; May 06, 2026 Special Session Minutes; May 06, 2026 Regular 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. Citizen of the Year Announcement – Mayor Kathryn Stock

Mayor Kathryn Stock announced this year's Citizen of the Year, Chuck Bridge. He will ride on a float in this year's fourth of July parade.

5. NEW BUSINESS:

A. Event Permit – Pancake Breakfast – Event Coordinator Corey Douma

Event Coordinator Representative Angie Douma spoke about an event scheduled for July 4th from 8am until 11:30am. She provided a history of the event and said that it benefits the athletics at Neahkahnie High School. The breakfast will be served at the Manzanita basketball courts and volunteers will utilize the kitchen and one of the old police station bays for cooking. If you would like to volunteer on the day of the event, please contact Corey Douma at coreyd@nksd.org.

A motion was made by Hart to approve Hoffman the Pancake Breakfast Event Permit. Seconded by Campbell; Motion passed unanimously.

B. Event Permit – Pine Grove Event – Pine Grove Community Center Lee Hamilton

Pine Grove Community Center Representative Jo Newhouse spoke about a summer solstice event scheduled for June 21, 2026, from 4pm to 6pm. She invited the community to attend and asked the council's approval for amplified music in the patio area.

A motion was made by Campbell to approve the Pine Grove Event Permit. Seconded by Kozlowski; Motion passed unanimously.

C. Building Inspection Services Contract – Finance Director Nina Crist

Finance Director Nina Crist reported that a Request for Proposal (RFP) was issued on April 27th for a building inspection services contract. She said the city received two proposals and LB Building Services LLC was selected. She stated that a notice of intent to award was issued on May 14, 2026. She explained the four-year contract scope of service and clarified that the contract is primarily commercial with backup for residential inspections when needed.

A motion was made by Spegman to approve the Professional Services Agreement with LB Building Services LLC for Maximum Compensation of \$375,000 over a four-year period. Seconded by Campbell; Motion passed unanimously.

6. OLD BUSINESS:

A. Visitors Center Management Contract with Rural Tourism Partners – Finance Director Nina Crist

Finance Director Nina Crist reported that a Request for Proposal (RFP) was issued on March 11th for professional services related to the operation of the Manzanita Visitors Center and provision of tourism promotion services. She said the city received one proposal from Rural Tourism Partners LLC. She explained the scope of work, presented the contract, and said that council previously approved to accept the RFP on April 29th.

A motion was made by Kozlowski to approve the Profession Services Agreement with Rural Tourism Partners LLC a one-year contract totaling \$69,328.00 that expires June 30, 2027. Seconded by Campbell; Motion passed unanimously.

B. Wheeler DRC IGA (Removed)– Finance Director Nina Crist & Public Works Director Rick Rempfer

This topic will be rescheduled for a later date.

C. Classic Street Update – Public Works Director Rick Rempfer

Public Works Director Rick Rempfer provided an update on the Classic Street project and said that the travel lanes and pedestrian path are open. He clarified that the remaining items to be completed are reflectors, sharrow markings, and the installation of speed cushions. He thanked the community for their patience during the traffic disruptions of the project and reported that the primary goals were achieved. He said that the focus of pedestrian safety, enhanced roadway structure, and improved drainage will make classic Street safer for everyone to use.

D. Resiliency Hub Project Update – Police Sergeant Mike Sims

Police Sergeant Mike Sims provided an update to the resiliency hub project and said the city is moving forward with conceptual plans. He said it is planned to place the hub in September or October, to not disrupt the Friday Farmers Market.

Police Sergeant Mike Sims spoke about the city's plan to prevent the use of illegal fireworks on the fourth of July. He communicated that officers will be in the neighborhoods to try to keep illegal fireworks out of city limits and said the focus will be on crime and fire prevention. He communicated that a reader board will be posted on Laneda and said yard signs are available for residents to pick up at city hall.

Allowed for public comment: There were two public comments.

E. Townhome Amendment Ordinance 26-02 – 2nd Reading – Contract Planner 3J Consulting Walt Wendolowski

Contract Planner 3J Consulting Walt Wendolowski spoke about the second reading of the townhome amendment, Ordinance 26-02. He clarified that to be consistent with state law; four attached townhome structures will now be allowed in the MH1 zone.

Allowed for public comment: There were no public comments.

A motion was made by Kozlowski to accept Ordinance 26-02 Amending Ordinance No. 95-4, the Manzanita Zoning Ordinance, to Revise Townhouse Development Standards in the MH-1 Zone to Ensure Consistency with State Law. Seconded by Hart; Motion passed unanimously

F. Annexation ORD 26-03 – 1st Reading – Contract Planner 3J Consulting Walt Wendolowski

Contract Planner 3J Consulting Walt Wendolowski spoke about the first reading of the annexation Ordinance 26-03. He stated that the city received a request for annexation of 17.11 acres located in the urban growth boundary (UGB). He said this property is undeveloped, meets all the requirements for annexation, and will be designated in the MH2 zone when it is annexed.

Manzanita Development Group Representative Jerry Jones presented a map of the area and spoke about the next steps of the project. He said the property is planned to be developed in five phases and will begin construction with phase one if the annexation is approved.

Mayor Kathryn Stock opened the public hearing at 7:13pm.

Public comments in support: There were two public comments.

Public comments in opposition: None

Public comments neutral: None

Mayor Kathryn Stock closed the public hearing at 7:20pm.

A motion was made by Campbell to accept Ordinance 26-03 Annexing and Zoning Property Following Consent filed with the City Council by Landowners in said Area Pursuant to ORS 22.120 and ORS 222.170; Manzanita Development Group, LLC. and Establishing the Middle Housing 2 (MH-2) Zone on the Annexed Property. Seconded by Kozlowski; Motion passed unanimously

G. Comprehensive Plan Vision Statement Update – Council President Linda Kozlowski

Council President Linda Kozlowski spoke about the comprehensive plan process and said the plan establishes goals and policies that drive decision making on key land issues impacting the quality of life. She presented the vision statement and asked council to approve an additional sentence to the previously approved statement, “given our geologic hazards and potential challenges, our community is committed to maintaining a safe, resilient, and well-prepared community”. She announced that city council and planning commission will conduct a joint meeting on July 13th at 4pm to discuss the latest comprehensive plan draft. She specified that the goal is to have the plan completed and adopted by the end of the year and asked the community to participate in the online survey by June 11.

A motion was made by Hart to approve the amended Comprehensive Plan Vision Statement with the additional sentence. Seconded by Spelman; Motion passed unanimously.

7. COUNCIL UPDATES:

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

8. INFORMATION AND ADJOURN:

- The Planning Commission meeting has been cancelled for June 8, 2026.
- Manzanita Municipal Court will be held June 12, 2026, at 1:30pm and is open to the public.
- Coffee with the Mayor will be held June 25, 2026, from 10-11:30am in the Manzanita city hall conference room.

Mayor Stock adjourned the meeting at 7:50PM.

**MINUTES APPROVED THIS
8th Day of July, 2026**

Kathryn Stock, Mayor

Attest:

Nancy Jones, Clerk of the Council, Pro Tem



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CITY COUNCIL WORK SESSION

JUNE 10, 2026

1. CALL MEETING TO ORDER: The meeting was called to order on June 10, 2026, at 2:00pm at the Manzanita City Hall by Mayor Kathryn Stock.

ROLL: Council members present: Kathryn Stock, Linda Kozlowski, Jerry Spegman, and Tom Campbell. Council present via zoom: Brad Hart. Staff present: Assistant City Recorder Nancy Jones. Staff present via zoom: Finance Director Nina Crist. Panelist present: Salmonberry Trail Foundation Michelle Jenck. Panelist present via zoom: Jensen Strategies LLC Project Manager Amelia Wallace and Jensen Strategies LLC Operations Manager Emily Rehder.

2. SALMONBERRY TRAIL: Salmonberry Trail Foundation Michelle Jenck

Salmonberry Trail Foundation Representative Michelle Jenck spoke about the history of the salmonberry trail, trail development, and the Foundations' progress. She stated that the salmonberry trail is eighty-two miles, runs from Banks to Tillamook and is not currently open to the public. She spoke about studies, policies and agreements, trail partnerships, historical and cultural preservation, rail with trail buffers, and reported on next steps in trail development.

3. REVIEW OF DRAFT CANDIDATE PROFILE / HIRING PROCESS: Council President Linda Kozlowski

Jensen Strategies LLC Project Manager Amelia Wallace explained that the candidate profile is a tool that drives the hiring process and is an aspirational list of what the city would like to see in a city manager. She spoke about staff and community input and surveys that assisted in the creation of the profile. She provided detailed information on the required and preferred experience, desired attributes, and policy directives. She presented the recommended salary and range of \$130,000 to \$170,000 annually, spoke about the hiring procedures, timeline, and next steps. Council will be asked to adopt the final profile at a special session on June 17th at 3pm. It is planned to advertise the position on June 22nd through July 23rd.

4. ADJOURN: Mayor Kathryn Stock adjourned the meeting at 4:22pm.

**MINUTES APPROVED THIS
8th Day of July 2026**

Kathryn Stock, Mayor

Attest:

Nancy Jones, Clerk of the Council, Pro Tem



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CITY COUNCIL SPECIAL SESSION

JUNE 17, 2026

1. CALL MEETING TO ORDER: The meeting was called to order on June 17, 2026, at 3:00pm via Zoom by Mayor Kathryn Stock.

ROLL: Council members present: Kathryn Stock, Linda Kozlowski, Jerry Sperman, Brad Hart and Tom Campbell. Staff present: Finance Director Nina Crist, and Assistant City Recorder Nancy Jones. Panelist present: Jensen Strategies LLC Project Manager Amelia Wallace.

2. AMENDMENT TO RESOLUTION 26-09: Finance Director Nina Crist

Finance Director Nina Crist explained the amendment to Resolution 26-09 that established administrative authority during the city manager transition period. She reported that the public works department needs to hire two positions and clarified that section five of the Resolution does not allow appointments or removal of personnel without council approval. She presented an amendment to the Resolution that would allow departments heads to appoint and remove personnel with the Finance Directors prior authorization. She explained that section ten, paragraph two also needs to be amended and said it currently reads "land use decisions shall be signed or attested to by the Development Services Manager....". The correct wording should say "by the City Planner", instead of by the Development Services Manager.

A motion was made by Hart to accept Resolution 26-17 Amending Resolution 26-09 Regarding Administrative Authority and Operational Delegations During the City Manager Transition Period. Seconded by Campbell; Motion passed unanimously.

3. FINAL REVIEW OF MANZANITA CITY MANAGER PROFILE: Council President Linda Kozlowski

Council President Linda Kozlowski spoke about the city manager profile position description and updates. A clarification was discussed by council on the Housing Policy and Development section on page six. It currently reads "additionally, the completion of two 60-unit affordable housing complexes is underway". It was decided to replace the word "two" with "a". Jensen Strategies LLC Project Manager Amelia Wallace said the updated brochure will be posted next week.

A motion was made by Campbell to accept the City Manager Recruitment Official Position Documents with an amendment to page 6 Housing Policy and Development to read "a" instead of "two". Seconded by Spegman; Motion passed unanimously

Mayor Kathryn Stock provided a recap of the salary discussion that occurred at the council work session on June 10th. There was a consensus from the council to accept the salary range of the city manager position as \$130,000 to 170,000.

4. Adjourn: Mayor Kathryn Stock adjourned the meeting at 3:20pm.

**MINUTES APPROVED THIS
8th Day of July 2026**

Kathryn Stock, Mayor

Attest:

Nancy Jones, Clerk of the Council, Pro Tem

BILLS FOR APPROVAL OF PAYMENT

From 6/1/2026 - 6/30/2026

VENDOR	TOTAL	ADMIN	POLICE	BLDG	COURT	PARKS	ROADS	VISITORS CENTER	WATER
911 SUPPLY (UNIFORMS & GEAR)	\$1,067.43		\$1,067.43						
ADVANCED (EXCAVATION)	\$911,619.54						\$584,530.45		\$327,089.09
ALEXIN ANALYTICAL (WATER TESTING)	\$220.00								\$220.00
ALL THAT FLOWS (DRC CONSULTANT)	\$1,250.00								\$1,250.00
ASSOCIATED CLEANING (CLEANING SERVICE)	\$834.21	\$834.21							
BAYVIEW ASPHALT (ROAD MTNC. SUPPLY)	\$1,092.00						\$1,092.00		
BUSINESS OREGON (CITY HALL NOTE)	\$295,000.00	\$295,000.00							
CARLSON TESTING (GEOTECH)	\$905.50						\$580.61		\$324.89
CITY OF NEHALEM (FINES & ASSESSMENTS)	\$706.00				\$706.00				
CITY OF WHEELER (FINES & ASSESSMENTS)	\$246.00				\$246.00				
COUNTRY MEDIA/ HEADLIGHT (ADVERTISING)	\$215.60	\$215.60							
COVE BUILT (LOCK REPLACEMENT)	\$2,846.38								\$2,846.38
CUMMINS (EQUIP. REPAIR)	\$9,690.77								\$9,690.77
DATA CENTER (WATER BILING)	\$1,020.48								\$1,020.48
DMV (RECORDS REQUEST)	\$0.35				\$0.35				

BILLS FOR APPROVAL OF PAYMENT

From 6/1/2026 - 6/30/2026

VENDOR	TOTAL	ADMIN	POLICE	BLDG	COURT	PARKS	ROADS	VISITORS CENTER	WATER
DEQ (FINANCIAL SERVICE)	\$919.36								\$919.36
EDC (ANNUAL RENEWAL)	\$550.00	\$550.00							
ENGLUND MARINE (MATERIALS & SUPPLIES)	\$96.70								\$96.70
EVERGREEN AUTO (VEHICLE MTNC.)	\$425.00		\$425.00						
FERGUSON WATER WORKS (MATERIALS & SUPPLIES)	\$201.97								\$201.97
GALLS (MATERIALS & SUPPLIES)	\$285.49		\$285.49						
HART (RADIATOR SERVICE)	\$2,180.65								\$2,180.65
HARTH, ERIK (STAFF REIMBURSEMENT)	\$638.99		\$638.99						
HASCO (FUEL)	\$3,532.62		\$1,130.39	\$21.90		\$119.02	\$595.08		\$1,666.23
HUDSON INSURANCE (FIDELITY BOND)	\$600.00	\$600.00							
KAREN REDDICK-YURKA (REIMBURSEMENT)	\$49.99	\$49.99							
LARRY BLAKE (MUNICIPAL JUDGE)	\$400.00				\$400.00				
LB BUILDING (BUILDING INSPECTOR)	\$13,237.35			\$13,237.35					
LES SCHWAB (VEHICLE MNTC.)	\$1,268.88		\$1,268.88						
MANZANITA LUMBER (MATERIAL & SUPPLIES)	\$207.64						\$207.64		

BILLS FOR APPROVAL OF PAYMENT

From 6/1/2026 - 6/30/2026

VENDOR	TOTAL	ADMIN	POLICE	BLDG	COURT	PARKS	ROADS	VISITORS CENTER	WATER
MPH (VEHICLE MNTC.)	\$296.66		\$296.66						
NAPA AUTO PARTS (MATERIAL & SUPPLIES)	\$30.79								\$30.79
NC CIVIL DESIGN (CIVIL ENGINEER)	\$16,784.31						\$9,412.37		\$7,371.94
NBWW (WASTEWATER)	\$270.00					\$270.00			
OLSON ASPHLAT (STREET SWEEPING)	\$1,150.00						\$1,150.00		
ONE CALL CONCEPTS (STATE LOCATE FEES)	\$22.12								\$22.12
OREGON DEPT. OF REVENUE (FINES & ASSESSMENTS)	\$650.00				\$650.00				
OWENS PUMP (PUMP MNTC.)	\$5,752.16								\$5,752.16
PACIFIC ALARM (MONITORING)	\$1,281.72	\$1,281.72							
PACIFIC OFFICE AUTO. (MAILINNG & COPIER)	\$332.68	\$293.31							\$39.37
RTI NEHALEM TELECOM (PHONE SERVICE)	\$798.17	\$368.55						\$82.35	\$347.27
RURAL TOURISM PARTNERS (GRANT MANAGEMENT)	\$300.00							\$300.00	
SCOTT GEBHART (STAFF REIMBURSEMENT)	\$125.00			\$125.00					
SHRED NW (SHREDDING SERVICES)	\$190.00	\$190.00							
STAPLES BUSINESS CREDIT (OFFICE SUPPLIES)	\$243.20	\$243.20							

BILLS FOR APPROVAL OF PAYMENT

From 6/1/2026 - 6/30/2026

VENDOR	TOTAL	ADMIN	POLICE	BLDG	COURT	PARKS	ROADS	VISITORS CENTER	WATER
SWEET SEPTIC (PORTABLE TOILETS)	\$340.00							\$340.00	
TCVA (VC COORDINATOR)	\$3,628.29							\$3,628.29	
TILLAMOOK CO. PAYABLE (FINE & ASSESSMENTS)	\$177.00				\$177.00				
TILLAMOOK PUD (ELECTRICITY)	\$3,886.48	\$217.59				\$112.10	\$858.00	\$134.21	\$2,564.58
TRAFFIC SAFETY (MATERIAL & SUPPLIES)	\$4,091.87						\$4,091.87		
US BANK (CITY VISA)	\$8,314.64	\$629.56	\$2,984.76		\$14.49		\$436.89		\$4,248.94
VERIZON (PHONE SERVICE)	\$1,340.60	\$492.95	\$331.41					\$69.27	\$446.97
VIRIDIAN (ARCHITECT)	\$1,290.00	\$910.00							\$380.00
WALTER E. NELSON (MATERIAL & SUPPLIES)	\$157.60					\$157.60			
WALTER J. WENDOLOWSKI (CITY PLANNER)	\$1,425.00	\$1,425.00							
TOTALS	\$1,304,187.19	\$303,301.68	\$8,429.01	\$13,384.25	\$2,193.84	\$658.72	\$602,954.91	\$4,554.12	\$368,710.66



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STAFF MEMORANDUM

TO: Manzanita City Council

FROM: Walt Wendolowski, Contract Planner

SUBJECT: Planning File 26012 – Annexation

DATE: July 1, 2026

I. BACKGROUND

- A. **APPLICANT:** Manzanita Development Group.
- B. **PROPERTY LOCATION:** The property is located at the east end of Meadows Drive and Highland Drive. There is no property address, and the Assessor map places the property within Township 3 North; Range 10 West; Section 28; Tax Lot #1401.
- C. **PARCEL SIZE:** The subject site contains 17.11 acres.
- D. **REQUEST:** The applicant is requesting approval to annex the subject property, establishing the MH-2 zone.

II. APPLICATION SUMMARY

- A. At their June meeting, the Council approved the first reading of Ordinance 26-3, annexing the above noted property into the City and establishing the MH-2 zone. A subsequent review of Ordinance 26-3 identified the addition of an Emergency Clause. This was included in error using a previous template and does not apply to this annexation request. City staff corrected the attached Ordinance 26-3 by eliminating the Emergency Clause.
- B. The purpose of this memorandum is to make Council aware of the revision. This change does not alter the annexation and zone change request before the Council. Further, the Council's vote to approve the first reading of the Ordinance, preparing for a second reading, is also not affected.



COUNCIL ORDINANCE No. 26-03

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; MANZANITA DEVELOPMENT GROUP, LLC., AND ESTABLISHING THE MIDDLE HOUSING 2 (MH-2) 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 Middle Housing 2 (MH-2) Zone; and

WHEREAS, on March 9, 2026, the Planning Commission for the City of Manzanita conducted a hearing on said application submitted by Manzanita Development Group, LLC., making findings recommending annexation of the subject property and establishment of the Middle Housing 2 (MH-2) 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 Middle Housing 2 (MH-2).

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.

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:

Nancy Jones, Clerk of the Council, Pro Tem

EXHIBIT A
Property Description
TILLAMOOK COUNTY
Real Legal Descriptions

Account# 47899
Map 3N102800 01401
Effective Date 26-Feb-2025 02:19 PM

Subdivision	Block	Lot	Direction	Part	Part Type
PARTITION PLAT 2025-03		PARCEL 1			

NOTES
THIS MAP DOES NOT CONSTITUTE A BOUNDARY SURVEY OF THE SUBJECT PROPERTY. THE PURPOSE OF THIS MAP IS TO SHOW THE PROPOSED PARTITION OF THE SUBJECT PROPERTY AS PER THE CLIENT'S REQUEST. (DMS) THROUGH 14, SECTION 12 OF THE CITY OF MANZANITA LAND PARTITIONING STANDARDS ARE SHOWN HEREIN UNLESS OTHERWISE NOTED BELOW.
5. NO WATER BODIES OR WETLANDS EXIST ON THE SUBJECT PROPERTY.
6. NO CONTOUR LINES OF THE SUBJECT PROPERTY ARE AVAILABLE FROM THE CITY OF MANZANITA.
7. THERE ARE NOT ANY EXISTING BUILDINGS ON THE SUBJECT PROPERTY.
12. NO GRADING PLAN HAS BEEN PREPARED AT THIS POINT AS NO GRADING IS NECESSARY TO PHYSICALLY COMPLETE THE PARTITION. GRADING PLAN WILL BE PROVIDED AT THE TIME OF DESIGN/CONSTRUCTION OF INDIVIDUAL HOMES IF NECESSARY.
13. THE GEOLOGIC HAZARD REPORT WILL BE PROVIDED AS NECESSARY WHEN DEVELOPMENT IS PROPOSED.
14. AN EROSION CONTROL PLAN WAS NOT PREPARED AS GRADING IS NOT REQUIRED TO PHYSICALLY COMPLETE THE PARTITION.
THE UTILITIES SHOWN HEREON ARE APPROXIMATE ONLY AND ARE BASED UPON VISUAL INSPECTION AND ASBUILTS.

OWNER INFORMATION
THE OWNER OF THE SUBJECT PROPERTY IS:
PINE GROVE PROPERTIES, INC.
PO BOX 560
MANZANITA, OR 97130

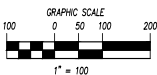
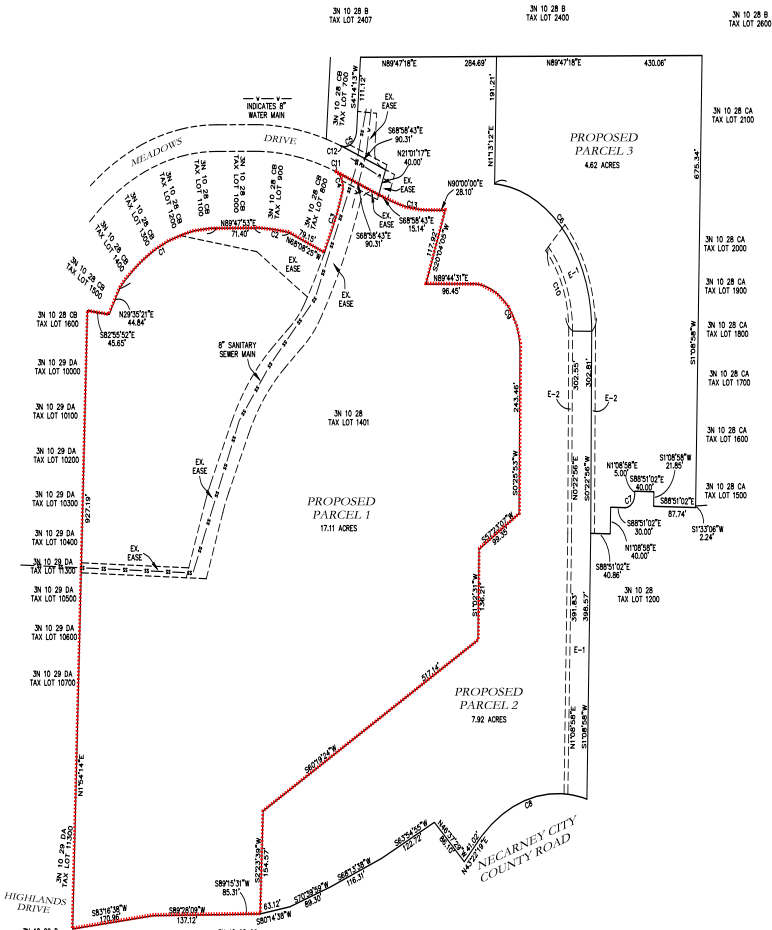
EASEMENTS BEING CREATED
E-1 40.00 FOOT WIDE NON-EXCLUSIVE INGRESS, EGRESS AND UTILITY EASEMENT FOR POWER, CABLE, TELEPHONE, SEWER, WATER, STORM, ETC. TO BE DEDICATED TO THE PUBLIC, STREET NAME TO BE DETERMINED.
E-2 8.0 FOOT WIDE NON-EXCLUSIVE UTILITY EASEMENT FOR POWER, CABLE, TELEPHONE, SEWER, WATER, STORM, ETC.

EXISTING EASEMENTS OF RECORD
EX EASE: NON-EXCLUSIVE UTILITY EASEMENTS FOR POWER, CABLE, TELEPHONE, SEWER, WATER, STORM, ETC.

CONTIGUOUS OWNERS	
3N 10 28 B TAX LOT 2400	LOWER NEHALEM COMMUNITY TRUST
3N 10 28 B TAX LOT 2407	PINE GROVE PROPERTIES, INC.
3N 10 28 B TAX LOT 2400	COVINGTON COMMUNITY CHURCH
3N 10 28 CA TAX LOT 1500	STEPHEN J & CHERIE A ALBRECHTSEN
3N 10 28 CA TAX LOT 1500	CHL, K & J ADRIAN L. HALLADSON
3N 10 28 CA TAX LOT 1500	ALLAN A & CAROL L DWAIT
3N 10 28 CA TAX LOT 1500	WILLIAM A. PETERSON
3N 10 28 CA TAX LOT 1500	WILLIAM A. PETERSON
3N 10 28 CA TAX LOT 2000	KATHARIN H & SAMUEL A HARRISON
3N 10 28 CA TAX LOT 1500	CARL L & MARCOUS JONES
3N 10 28 CA TAX LOT 1500	ENCORE INVESTMENTS, LLC
3N 10 28 CA TAX LOT 1500	ENCORE INVESTMENTS, LLC
3N 10 28 CA TAX LOT 1500	ANDREW OLIVIER SIOGARD & NATALIE SABINA JOELLE WETZLER
3N 10 28 CA TAX LOT 1500	JASON R & CARRIE A LUSE
3N 10 28 CA TAX LOT 1500	ENCORE INVESTMENTS, LLC
3N 10 28 CA TAX LOT 1500	ENCORE INVESTMENTS, LLC
3N 10 28 CA TAX LOT 1500	ENCORE INVESTMENTS, LLC
3N 10 28 CA TAX LOT 1500	ATTORNEY J. JENSEN & DOROTHY A. GALARD
3N 10 28 CA TAX LOT 1500	ENCORE INVESTMENTS, LLC
3N 10 28 CA TAX LOT 1500	BROWN & NELSON PROPERTIES, LLC
3N 10 28 CA TAX LOT 1500	BROWN & NELSON PROPERTIES, LLC
3N 10 28 CA TAX LOT 1500	PINE GROVE PROPERTIES, INC.
3N 10 28 CA TAX LOT 1500	PINE GROVE PROPERTIES, INC.
3N 10 28 CA TAX LOT 1500	CONGLE & AMY SUN CHAN
3N 10 28 CA TAX LOT 1500	SHUT-HAYS FAMILY TRUST, BRIAN J. SHUT & BARBARA D. HAYS
3N 10 28 CA TAX LOT 1500	BRIAN D. HAYS
3N 10 28 CA TAX LOT 1500	JOHN & PAULA LEWIS TRUST, JOHN C. & PERLA R. LEWIS
3N 10 28 CA TAX LOT 1500	CHUCK W & JENNIFER S. CHAMBER
3N 10 28 CA TAX LOT 1500	MCARTHUR FAMILY JOINT BEVOICABLE TRUST, JOE ALLEN & JO ANN MCARTHUR
3N 10 28 CA TAX LOT 1500	JANICE GAINES-SHANE
3N 10 28 CA TAX LOT 1500	PINE GROVE PROPERTIES, INC.

REGISTERED
PROFESSIONAL
LAND SURVEYOR
Earl M. White
OREGON
APRIL 08, 2014
80002 M. WHITE
78572
REPLNS 6/30/2028

CURVE TABLE	
CURVE	RADIUS (LENGTH) DELTA (CH. BEARING) CH. LENGTH
C1	274.78 128.87 274.78 128.87 220.48
C2	375.00 75.00 177.50 177.50 74.80
C3	860.00 87.50 177.50 177.50 87.50
C4	25.00 38.88 89.98 102.54 35.00
C5	25.00 46.57 102.54 102.54 35.00
C6	220.00 130.51 89.98 102.54 300.00
C7	20.00 31.42 89.98 102.54 28.28
C8	230.00 240.14 89.98 102.54 237.14
C9	100.00 158.81 89.98 102.54 142.27
C10	180.00 139.56 89.98 102.54 136.09
C11	440.00 7.88 89.98 102.54 7.88
C12	130.00 10.81 102.54 102.54 10.81
C13	270.00 89.06 210.11 102.54 88.51



TENTATIVE PARTITION FOR:
PINE GROVE
PROPERTIES, INC

TRACT '0'
HIGHLANDS 5
SW 1/4, SECTION 28, T3N, R10W, W.M.
TILLAMOOK COUNTY
DECEMBER 4, 2024

EXHIBIT B

I. BACKGROUND

- A. **APPLICANT:** Manzanita Development Group.
- B. **PROPERTY LOCATION:** The property is located at the east end of Meadows Drive and Highland Drive. There is no property address, and the Assessor map places the property within Township 3 North; Range 10 West; Section 28; Tax Lot #1401.
- C. **PARCEL SIZE:** The subject site contains 17.11 acres.
- D. **EXISTING DEVELOPMENT:** The property is currently vacant and public sewer, water, and storm facilities are available to serve the site.
- E. **ZONING:** The property is currently designed R-2 in the Manzanita Comprehensive Plan map.
- F. **ADJACENT ZONING AND LAND USE:** MH-2 zoned land is located to the north, east and south and MH-3 zoned land to the west. Uses include vacant lands to the north and east, and residential development to the northwest, west and south.
- G. **REQUEST:** The applicant is requesting approval to annex the subject property, establishing the MH-2 zone.
- H. **DECISION CRITERIA:** The Annexation request is evaluated against the Oregon Revised Statute Chapter 222.111 to 222.177.

II. APPLICATION SUMMARY

- A. A partition approval and subsequent property boundary adjustment (Files #24012 and #25020, respectively) established the subject property. The current applicant now wishes to annex the 17.11-acre parcel into the City limits. Upon annexation, the land is automatically zoned Middle Housing 2 (MH-2). The applicant intends to develop the site with single family and middle housing residences.
- B. The City zoning regulations (Ordinance 94-4) 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. For the record, the request is limited to the proposed annexation; the request does not include a concurrent development proposal.
- C. The original City Council notice for this case incorrectly identified the proposed new zone as the MH-1 zone. While currently designated R-2, the site is located east of Classic Street, and per Ordinance 95-4 Section 3.010, the correct zoning for R-2 land east of Classic Street is MH-2. Therefore, upon annexation, this land would be zoned MH-2. Recognizing the error, the City mailed a second notice correctly identifying the new MH-2 zoning.

- D. The Planning Commission reviewed this application at their March 9, 2026, meeting. The Commission unanimously voted to recommend City Council approval of the annexation request.

III. ANNEXATION

- A. ORS Chapter 222 contains the annexation procedures (Attachment A contains a copy of the provisions). The statute does not specifically require (nor prohibit) the Planning Commission's review of a request. In a prior annexation case, City staff coordinated the annexation process with the City Legal Counsel, suggesting the Commission should at least make a recommendation to the Council on the request. 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. Note that the annexation amends the City's zone map which requires Council adoption of an Ordinance. 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 a city to extend their boundaries 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, a proposal for annexation of territory to a city 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.

FINDINGS: The property owner submitted a request to annex the property. 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. Service providers at a pre-application meeting (December 10, 2025) confirmed required public facilities are available to serve the site. In summary, Tax Lot 1401 is available for urban use and meets the statutory requirements for annexation.

- C. The property is designated R-2 in the Comprehensive Plan. Prior to recent changes to Ordinance 95-4 to accommodate Middle Housing, this land would be zoned R-2 upon annexation. However, concurrently with the new housing regulations, the City established new names for the residential zones. In the case of the subject property, the new zone designation is Middle Housing 2 (MH-2).

IV. CITY COUNCIL DECISION

Based on the above findings, the Manzanita City Council finds the proposed Annexation request complies with the relevant provisions in ORS Chapter 222. Further, upon annexation the subject property will be zoned Middle Housing 2 (MH-2).

CITY OF MANZANITA GOODS AND/OR SERVICES CONTRACT

This Contract is between the City of Manzanita (the "MANZANITA"), and Josh Gandy DBA OneEleven Design("Contractor"), to provide Information Technology services.

The parties agree as follows:

Effective Date and Termination Date. The effective date of this contract shall be 7/1/2026 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 6/30/2029.

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 including but not limited to confidentiality, security, data protection, insurance, and indemnity requirements and obligations. 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 60 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 contract 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: Nina Crist
PO Box 129
Manzanita
E-mail: ncrist@ci.manzanita.or.us

If to Contractor: Joshua Gandy DBA OneEleven Design
Attn: Josh Gandy
13150 D St. # 4
Nehalem, OR 97131
E-mail: mrromo@mrromo.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. Purpose

The Contractor shall provide comprehensive Information Technology (IT), cybersecurity, communications technology, and related professional services necessary to support the City of Manzanita's ("City") operations. Services shall include proactive system monitoring, preventative maintenance, technical support, cybersecurity, strategic technology planning, project management, procurement assistance, vendor coordination, and emergency response services.

The Contractor shall furnish all labor, supervision, equipment, software tools, transportation, and technical expertise necessary to perform the services described herein.

The services described below are intended to define the general scope of work and are not intended to be an exhaustive list of every task required to support the City's technology environment.

2. General Responsibilities

The Contractor shall serve as the City's primary provider of Information Technology services and shall coordinate technology support for City-owned technology systems and authorized cloud-based services.

Services shall be provided for all City departments, including Administration, Police, Development Services, Public Works, Water Operations, and the Visitor Center.

The Contractor shall provide proactive maintenance designed to maximize system reliability, minimize downtime, improve cybersecurity, and support efficient municipal operations.

3. End-User Technical Support

The Contractor shall:

- Provide technical support to City staff during City's normal business hours.
- Install, configure, maintain, troubleshoot, and repair desktop computers, laptops, tablets, mobile devices, printers, scanners, and related peripherals.

- Diagnose hardware, software, connectivity, and application issues.
- Provide remote and on-site support as appropriate.
- Configure new workstations and deploy replacement equipment.
- Assist City staff with technology-related questions and training as needed.

The Contractor shall provide end-user technical support during normal City business hours and shall ensure that service requests are monitored and addressed in accordance with the response time standards established in this Contract. Nothing in this Contract shall be interpreted to require continuous personal availability of the Contractor outside normal business hours, except as specifically required under Section 17 of this Exhibit.

4. Network, Server, and Infrastructure Administration

The Contractor shall maintain and administer the City's technology infrastructure, including:

- Local and wide area networks.
- Physical and virtual servers.
- Network switches.
- Routers.
- Wireless networks.
- Firewalls.
- Internet connectivity.
- Cloud infrastructure.
- Storage systems.
- Backup infrastructure.

Responsibilities include:

- Performance monitoring.
- Capacity planning.
- Preventative maintenance.
- Operating system updates.
- Firmware upgrades.
- Patch management.
- Configuration management.
- Network documentation.
- System recovery planning.
- Disaster recovery planning.

The Contractor shall coordinate with internet service providers and telecommunications vendors as necessary.

5. Microsoft 365 and Cloud Administration

The Contractor shall administer the City's Microsoft 365 environment, including:

- User account management.
- Email administration.
- Licensing.
- Exchange Online.
- Teams.
- SharePoint.
- OneDrive.
- Azure Active Directory.
- Multi-factor authentication.
- Security policies.
- Retention settings.

The Contractor shall administer cloud-hosted systems utilized by the City and assist with migration, implementation, and ongoing support of cloud services.

6. Cybersecurity

The Contractor shall implement and maintain reasonable cybersecurity measures designed to protect City technology assets and information.

Responsibilities include:

- Endpoint protection.
- Firewall management.
- Security monitoring.
- Vulnerability management.
- Security patching.
- Backup monitoring.
- Threat detection.
- Incident response.
- Security recommendations.
- Secure remote access administration.

The Contractor shall immediately notify the City of any known or suspected cybersecurity incident affecting City systems.

The Contractor shall provide annual cybersecurity awareness training for City staff and conduct periodic phishing awareness exercises.

Annual risk assessments and penetration testing shall be performed unless otherwise approved by the City.

7. Backup and Disaster Recovery

The Contractor shall:

- Maintain backup systems.
- Verify backup completion.
- Perform periodic restoration testing.
- Maintain disaster recovery documentation.
- Recommend improvements to business continuity and disaster recovery capabilities.

8. Physical Security Systems

The Contractor shall administer and maintain technology associated with City security systems, including:

- Security cameras.
- Access control systems.
- Alarm systems.
- Related monitoring equipment.

The Contractor shall coordinate repairs, upgrades, and replacement of security equipment when necessary.

9. Website, Communications, and Public Information Technology

The Contractor shall:

- Maintain City websites and associated web servers.
- Maintain website security.
- Post website content as directed by the City.
- Administer domain services.
- Maintain cloud hosting services.
- Manage listserv services.
- Assist with social media posting as requested.

- Provide graphic design services for City publications, signage, promotional materials, advertisements, and public outreach.
- Assist in maintaining the City's branding and visual identity standards.

Within 90 days of the effective date of the Contract, the Consultant shall train at least one (1) designated City employee in the use of the City's website content management system, including the ability to post updates, edit pages, and publish routine content. The Consultant shall provide refresher training as needed when significant changes are made to the website platform or structure to support independent routine updates by designated City staff.

10. Audio/Visual and Public Meeting Support

The Contractor shall provide technical support for:

- City Council meetings.
- Planning Commission meetings.
- Budget Committee meetings.
- Council workshops.
- Public hearings.
- Special meetings.
- Community forums.

Services include:

- Equipment setup.
- Audio and video support.
- Livestream operation.
- Troubleshooting.
- Meeting room technology maintenance.
- Equipment teardown following meetings.

In addition to providing meeting support services, within 90 days of the effective date of the Contract, the Contractor shall train at least one (1) employee designated by the City Manager to serve as a backup operator for the City's audiovisual and livestream services. Training shall include the setup, operation, troubleshooting, and basic problem resolution. The Contractor shall provide refresher training and updated instruction whenever significant changes are made to the City's meeting technology or upon the City's reasonable request.

11. Water Operations Technology

The Contractor shall provide support for technology utilized in the City's water operations, including:

- Computers.
- Communications equipment.
- Software.
- Related technology infrastructure.

The Contractor shall coordinate with software vendors and equipment manufacturers when necessary.

12. Telecommunications

The Contractor shall administer and maintain:

- Desk telephone systems.
- Mobile devices.
- Voice over Internet Protocol (VoIP) systems.
- Internet connectivity.
- Telecommunications services.

13. Technology Planning, Procurement, and Project Management

The Contractor shall:

- Evaluate technology needs.
- Research technology solutions.
- Prepare recommendations.
- Assist with procurement.
- Coordinate implementation of approved technology projects.
- Manage vendor relationships.
- Coordinate software licensing.
- Provide project management services for technology initiatives.

The Contractor may recommend and assist with the procurement of technology equipment, software, licensing, and related services; however, the Contractor shall not purchase, order, or otherwise commit the City to any expenditure that exceeds the amounts appropriated in the City's adopted annual budget for Information Technology without the prior written authorization of the City Manager or City Manager's designee. All purchases shall comply with the City's purchasing policies, procurement requirements, and applicable Oregon law.

14. Asset Management

The Contractor shall maintain an inventory of City technology assets, including:

- Computers.
- Servers.
- Network equipment.
- Mobile devices.
- Software licenses.
- Cloud subscriptions.
- Technology warranties.

The inventory shall be made available to the City upon request.

15. Strategic Planning and Budget Assistance

The Contractor shall assist the City in developing long-term technology strategies, including:

- Five-year technology planning.
 - Capital improvement recommendations.
 - Hardware replacement schedules.
 - Software lifecycle planning.
 - Cybersecurity initiatives.
 - Infrastructure improvements.
 - Grant-funded technology opportunities.
 - Business continuity planning.
-

16. Documentation

The Contractor shall maintain current documentation sufficient to ensure continuity of operations, including:

- Network diagrams.
- Server configurations.
- Administrative credentials.
- Backup procedures.
- Disaster recovery procedures.
- Software licensing information.
- Technology inventories.
- Configuration documentation.

All documentation developed under this Contract shall remain the property of the City. In addition, the Contractor shall maintain a current and complete inventory of all administrative credentials, passwords, encryption keys, multi-factor authentication recovery information, software license information, domain registrations, cloud service accounts, and other access credentials necessary to administer the City's technology systems. The inventory shall identify the purpose of each credential or account and shall be maintained in a secure manner acceptable to the City.

The Contractor shall provide the City with an updated copy of this inventory upon request, whenever material changes occur, and upon expiration or termination of this Contract. All credentials, accounts, and access information associated with City-owned systems shall remain the exclusive property of the City.

17. Service Levels

The Contractor shall provide:

- Critical outages affecting essential City operations will be responded to within 1-2 hours, including after-hours, weekends, and holidays.
- High priority (urgent) matters will be responded to within 2-4 hours during City's normal business hours.
- Routine priority (non-urgent) matters will be responded to within (1) business day
- Remote support whenever practical.
- On-site support when remote resolution is not feasible.
- Maintenance activities outside normal business hours whenever practical to minimize disruption to City operations.
- Notify the City of any planned absence that may affect service delivery when reasonably practicable.

The Josh Gandy shall serve as the City's primary point of contact for all Information Technology services under this Contract. All City staff requests for IT support troubleshooting, maintenance, procurement coordination, or vendor interaction shall be directed to the Contractor's primary point of contact, and City staff shall not independently engage, direct, or authorize third-party IT service providers without prior coordination with and approval from the Contractor or the City Manager or designee.

18. Confidentiality and Security

The Contractor shall maintain the confidentiality of all City data, systems, and information accessed or created under this Contract and shall not disclose or use such information for any purpose outside the scope of this Contract without prior written authorization from the City.

The Contractor shall implement appropriate administrative, technical, and physical safeguards to protect City data and systems from unauthorized access, use, or disclosure, and shall limit access to only those individuals who require it to perform services under this Contract.

The Contractor shall promptly notify the City of any suspected or actual security breach involving City systems or data and shall cooperate fully in investigation and remediation efforts. All City data, credentials, configuration, and system documentation shall remain the property of the City.

19. Transition of Services

Upon termination or expiration of this Contract, the Contractor shall cooperate fully in transitioning services to the City or a successor contractor. The Contractor shall provide all administrative credentials, passwords, encryption keys, licenses, documentation, inventories, configurations, backups, and other information necessary to ensure uninterrupted City operations.

Prior to the expiration or termination of this Contract, the Contractor shall verify with the City that all administrative credentials, passwords, authentication methods, software licenses, and account access have been successfully transferred to the City or its designated successor and that the City has full administrative control of all technology systems and accounts.

No City-owned data or technology information shall be withheld.

20. Additional Services

The Contractor shall perform other related Information Technology, cybersecurity, communications technology, and municipal technology support services reasonably necessary to support City operations when requested by the City Manager or the City Manager's designee and within the general scope of this Contract.

2. **The maximum total payment under this Contract, including expenses:** 270,000
3. **Manzanita shall pay Contractor on the following basis:** A lump sum of \$7,500 per month for a total of \$90,000 annually.
- 4.. **Manzanita will pay expenses on the following terms and conditions:** Net 30

**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 CITY MANAGER RECRUITMENT

RECRUITMENT SCHEDULE

Week of	Actions
June 22 nd – July 20 th	Position advertisement - 6/22 to 7/22 JS to provide update at July Council Meeting – July 8 th
July 20 th	Initial application screening
July 27 th	Preliminary Zoom interviews
August 3 rd	Recommendation and selection of finalists Executive Session Suggested: Tuesday August 4 th at 10 am
August 10 th	Background and reference checks on finalists
August 17 th	Background and reference checks on finalists cont.
August 24 th	Tuesday, August 25 th - Staff 3:00 pm and Community Receptions 6:00 pm Wednesday, August 26 th – City Tour and Panel Interviews Thursday, August 27 th – Executive Session: Council Interviews Friday, August 28 th – Executive Session: Deliberation* <i>*Regular Session immediately after to announce selection</i>