



CITY OF CANNON BEACH

AGENDA

In keeping with the Governor's social distancing direction and to minimize the spread of COVID-19, the City of Cannon Beach has issued an [Administrative Order](#). Effective immediately, all public access and participation for City Council, Commissions, Boards and Committees meeting will be virtual until further notice. Please visit our meeting page on our [website](#) for information on how to connect to Zoom or give public comment.

Amended: April 30, 2021

Meeting: City Council
Date: Tuesday, May 4, 2021
Time: 6:00 p.m.
Location: Council Chambers, City Hall

CALL TO ORDER AND APPROVAL OF AGENDA

PUBLIC COMMENT

The Presiding Officer will call for statements from citizens regarding issues relating to the City. The Presiding Officer may limit the time permitted for presentations and may request that a spokesperson be selected for a group of persons wishing to speak.

PUBLIC HEARING

- (1) **Public Hearing on [APP 21-01](#), Moon appeal of Planning Commission denial of CU 21-01 Conditional Use permit for Cottage Industry for an automotive towing operation at Tax Lot 51032BC00400.**
Council will hold a hearing and consider the appeal on the record of the Planning Commission denial of C21-01.
- (2) **Public Hearing for Supplemental Budget for the Transient Room Tax Fund, Resolution 21-12**
Council will hold a hearing and consider the supplemental budget. If Council wished to adopt the Resolution, an appropriate motion is in order.

ORDINANCE

- (3) **Consideration of Ordinance 21-03 for the Purpose of Amending the Municipal Code by Amending Chapter 15.06 Community Development Fees**
If the Council wishes to adopt Ordinance 21-03, appropriate motions are in order.
- (4) **Consideration of Ordinance 21-04 for the Purpose of Introducing Special Events**
If the Council wishes to adopt Ordinance 21-04, appropriate motions are in order.

RESOLUTION

- (5) **Consideration Of Resolution 21-13 for the Purpose of Approving Increases and Decreases to the FY 20-21 Budget by Making Intrafund Transfers of Appropriations in the Building Official Fund**

If Council wishes to adopt Resolution 21-13, an appropriate motion is in order.

- (6) **Consideration Of Resolution 21-14 for the Purpose of Establishing a Building Code Fee Resolution**

If Council wishes to adopt Resolution 21-14, an appropriate motion is in order.

- (7) **Consideration Of Resolution 21-15 for the Purpose of Approving Increases and Decreases to the FY 20-21 Budget by Making Intrafund Transfers of Appropriations in Community Development**

If Council wishes to adopt Resolution 21-15, an appropriate motion is in order.

- (8) **Consideration Of Resolution 21-16 for the Purpose of Adopting the 2021 Clatsop County Multi-Jurisdictional Natural Hazards Mitigation Plan**

If Council wishes to adopt Resolution 21-16, an appropriate motion is in order.

PROCLAMATIONS

- (9) **Consideration of Proclamation 21-07; Emergency Medical Services Week**

If Council wishes to adopt Proclamation 21-07, an appropriate motion is in order.

ACTION ITEMS

- (10) **Consideration of Making and Appointment to the Budget Committee and Renewal of a Public Works Committee Member**

Council will vote by roll call. If Council wishes to appoint an applicant to serve on the Budget Committee and Renew a Public Works Committee Member an appropriate motion to appoint is in order.

- (11) **Consideration of Approving an Intergovernmental Agreement (IGA) Between the City of Cannon Beach and the Cannon Beach Rural Fire Protection District**

If Council wishes to authorize the City Manager to sign the IGA, an appropriate motion is in order.

- (12) **Consideration of a Contractual Agreement Between the Sunset Empire Transportation District and the City of Cannon Beach for the Cannon Beach Shuttle**

If Council wishes to adopt the Intergovernmental Agreement and authorize the Mayor and City Manager to sign, an appropriate motion is in order.

- (13) **Scope of Review Determination for Roberts Appeal of Planning Commission Decision to Deny V21-02**

DISCUSSION

- (14) **New City Hall & Police Department**

INFORMATIONAL/OTHER DISCUSSION ITEMS

(16) **Monthly Status Report**

(17) **Mayor Communications**

(18) **Councilor Communications**

(19) **Good of the Order**

ADJOURNMENT

To join from your computer, tablet or smartphone

Join Zoom Meeting

<https://zoom.us/j/99261084699?pwd=TkpjbGcxS0pCOGlMOctSbSsxVWFmZz09>

Meeting ID: 992 6108 4699

Password: 365593

To join from your phone:

Phone: 1.669.900.6833

Meeting ID: 992 6108 4699

Password: 365593

View Our Live Stream: View our [Live Stream](#) on YouTube!

***Note Public Comment:** If you wish to provide public comment for this virtual meeting, you must submit it by **noon**, the day of the meeting, to cityhall@ci.cannon-beach.or.us. All written comments received by the deadline will be distributed to the City Council and the appropriate staff prior to the start of the meeting. These written comments will be included in the record copy of the meeting.

You may also request to speak during this virtual meeting. You must submit by **noon**, the day of the meeting, to cityhall@ci.cannon-beach.or.us. Except for a public hearing agenda item, all Public to be Heard comments will be taken at the beginning of the meeting for both Agenda and Non-Agenda items. If you are requesting to speak during a public hearing agenda item, please indicate the specific agenda item number as your comments will be considered during the public hearing portion of the meeting when the public hearing item is considered by the Council.

Please note that agenda items may not be considered in the exact order listed, and all times shown are tentative and approximate. Documents for the record may be submitted to the City Manager prior to the meeting by email, fax, mail, or in person. For questions about the agenda, please contact the City of Cannon Beach at (503) 436.8052. The meeting is accessible to the disabled. If you need special accommodations to attend or participate in the meeting per the Americans with Disabilities Act (ADA), please contact the City Manager at (503) 436.8050. TTY (503) 436-8097. This information can be made in alternative format as needed for persons with disabilities.

Posted: 2021.02.29

Amended: 2021.02.30



CANNON BEACH CITY COUNCIL

STAFF REPORT

MOON APPEAL OF PLANNING COMMISSION DECISION TO DENY A COTTAGE INDUSTRY AS A CONDITIONAL USE

Agenda Date: May 4, 2021

Prepared by: Jeff Adams
Community Development Director

BACKGROUND

The City of Cannon Beach Planning Commission (PC) rendered a decision to deny the Conditional Use (CU#21-01) for a Cottage Industry for an automotive towing operation in conjunction with a new residence for Jeffrey D. Moon, Tax Lot 00400, Map 51032BC, east of Highway 101, north of E. Surfcrest Ave., a 1.1 acre Very Low Density Residentially zoned vacant property, at its January 28, 2021 regularly scheduled Planning Commission meeting. The PC's Findings are attached as 'Attachment B'.

Jeff Moon requested a review of the decision, in an application and letter received February 10, 2021, within the 14 consecutive calendars appeal period, from the date the final order was signed. The City Council held a Scope of Review meeting as a non-public hearing item on March 2, 2021, remanding the item to the Planning Commission.

The Planning Commission held a duly noticed public hearing on the matter on March 25th, and after considering the proposed changes, upheld its previous decision to deny CU#21-01. The Findings are attached below as 'Attachment E'.

The City Council held a Scope of Review meeting as a non-public hearing item on April 6th to confirm that the Moon's appeal will be held on the record, according to Section 17.88.160 of the Cannon Beach Municipal Code.

The applicant seeks an appeal limited to the conditional use for cottage industry, for a single homesite and accessory structure, to house the garage. The applicant provided evidence for the towing operations, including a new site plan for the towing business at the March 25th hearing and those materials are included in 'Attachment G'. The applicant no longer proposes automotive repair as part of the business plan, limiting the operations to the homeowners and one non-family member.

List of Attachments

A: Notice of Appeal of Planning Commission Application, Jeff Moon, with attached Request for Review of Decision, Jeffrey D. and Jodi R. Moon, dated February 10, 2021 and stamped received February 11, 2021;

B: City of Cannon Beach Planning Commission Signed Order & Findings for **P 21-01, CU 21-01, SR 21-01, SV 21-01 & V 21-01**, Requests by Jeffrey D. Moon, for Tax Lot 00400 of Map 51032BC.

C: Planning Commission Minutes for January 28, 2021.

D: Planning Commission Combined Packet for January 28, 2021.

E: APP 21-01 City of Cannon Beach Planning Commission Findings for **Remand of CU 21-01**, Requests by Jeffrey D. Moon, for Tax Lot 00400 of Map 51032BC.

F: Planning Commission Minutes for March 25, 2021.

G: Planning Commission Combined Packet for March 25, 2021.

H: City of Cannon Beach City Council Scope of Review Agenda and Packet for March 2, 2021.

I: City of Cannon Beach City Council Scope of Review Minutes for March 2, 2021.

J: City of Cannon Beach City Council Scope of Review Agenda and Packet for April 6, 2021.

K: City of Cannon Beach City Council Scope of Review Minutes for April 6, 2021.

NOTE: The Complete Moon **Record and attachments** can be found at the City of Cannon Beach website [APP# 21-01 Moon Appeal of a Planning Commission Decision to Deny a Conditional Use for the Moon property at Tax Lot 51032BC00400 | City of Cannon Beach Oregon \(cannon-beach.or.us\)](#)



CANNON BEACH CITY COUNCIL

STAFF REPORT

SUPPLEMENTAL BUDGET FOR THE TRANSIENT ROOM TAX FUND RESOLUTION NO. 21-12

Agenda Date: May 4, 2021

Prepared by: Laurie Sawrey, CPA
Finance Director

BACKGROUND/SUMMARY

The Transient Room Tax Fund collects 70% of the 1% room tax. This tax is dedicated to the Cannon Beach Chamber of Commerce by contract. The contract states that all room tax collected will be paid to the chamber up to a maximum amount not to exceed \$444,655. This is the amount that should be budgeted each year to allow for paying room tax to the chamber that is collected over and above our budget estimate.

You can see that staff considered this in the fye 2020 budget, but mistakenly did not treat the fye 2021 budget the same way.

To correct this, staff would like council to consider a supplemental budget for the Transient Room Tax Fund budget as shown in the attached Resolution No. 21-12.

This budget amendment is necessary because we are currently exceeding our budget revenue estimates in the receipt of room tax. This amendment will avoid exceeding the appropriated expenditures in this fund at year end by increasing revenue and increasing spending authority by \$152,060 with this resolution.

Staff presented this to council at the April 20, 2021 work session and council advised staff to bring it to the regular meeting on May 4, 2021.

A public notice was posted on April 24, 2021 as this amendment requires a public hearing.

RECOMMENDATION

Hold a public hearing to discuss the Supplemental Budget with interested persons. After closing the public hearing council can consider approval of the resolution.

Staff recommends approval of Resolution No. 21-12 for the purpose of adopting a supplemental budget by making appropriations for municipal purposes of the City of Cannon Beach for fiscal year commencing July 1, 2020 and ending June 30, 2021.

Staff suggests the following motion: “I move to approve Resolution No. 21-12 for the purpose of adopting a supplemental budget by making appropriations for municipal purposes of the City of Cannon Beach for fiscal year commencing July 1, 2020 and ending June 30, 2021”.

List of Attachments

- A Resolution No. 21-12
- B Notice of Supplemental Budget Hearing
- C Current Transient Room Tax Fund Budget Document

BEFORE THE CITY OF CANNON BEACH

FOR THE PURPOSE OF ADOPTING A SUPPLEMENTAL BUDGET BY MAKING APPROPRIATIONS FOR MUNICIPAL PURPOSES OF THE CITY OF CANNON BEACH FOR THE FISCAL YEAR COMMENCING JULY 1, 2020 AND ENDING JUNE 30, 2021) RESOLUTION NO. 21-12
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WHEREAS, a local government may prepare a supplemental budget under ORS 294.471 and ORS 294.473 if there is an occurrence or condition which had not been ascertained at the time of the preparation of the budget which requires a change in financial planning; and

WHEREAS, the City of Cannon Beach is expected to receive more room tax revenue this fiscal year ending June 30, 2021 than was anticipated at the time of budgeting; and

WHEREAS, the Transient Room Tax Fund collects 70% of the 1% room tax for distribution to the Chamber of Commerce; and

WHEREAS, the City of Cannon Beach is committed by contract to pay the Chamber of Commerce all room tax revenues collected during the year up to a maximum of \$444,655 and a budget adjustment is necessary to remain within legal spending authority; and

WHEREAS, the additional appropriation in materials and services will be expended and distributed as stated in the Chamber of Commerce contract at year end; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Cannon Beach hereby adopts the following 2020-2021 budget changes to the Transient Room Tax Fund to increase room tax revenues by \$152,060 and increase expenditures by \$152,060.

Transient Room Tax Fund	Adopted Budget	Supplemental Budget Changes	Amended Budget
Unrestricted Fund Balance	0	0	0
TRT 1% TAF Share (70%)	250,752	0	250,752
S/T TRT 1% TAF Share (70%)	41,843	0	41,843
Chamber Contract not to Exceed	0	152,060	152,060
Total Resources	\$ 292,595	\$ 152,060	\$ 444,655
Chamber of Commerce Visitor's Center	0	0	0
Tourism Promotions	292,595	152,060	444,655
Total Materials and Services	292,595	152,060	444,655
Total Expenditures	\$ 292,595	\$ 152,060	\$ 444,655
Ending Fund Balance	0	0	0
Total Requirements	\$ 292,595	\$ -	\$ 444,655

Passed by the Common Council of the City of Cannon Beach this 4th day of May, 2021, by the following roll call vote:

YEAS:

NAYS:

EXCUSED:

Sam Steidel, Mayor

Attest:

Bruce St. Denis, City Manager

NOTICE OF SUPPLEMENTAL BUDGET HEARING

- For supplemental budgets proposing a change in any fund's expenditures by **more than 10 percent**.

A public hearing on a proposed supplemental budget for the City of Cannon Beach

for the current fiscal year will be held at 163 E Gower, Cannon Beach, Oregon 97110

The hearing will take place on Tuesday, May 4, 2021 at 6:00 P.M.
(Date) (Time)

The purpose of the hearing is to discuss the supplemental budget with interested persons.

A copy of the supplemental budget document may be inspected or obtained on or after April 24, 2021 on the City's website at

<https://www.ci.cannon-beach.or.us/citycouncil/page/city-council-meeting-71>

or at 163 E Gower, Cannon Beach, Oregon 97110, between the hours of 8 A.M. and 5 P.M.
(Location) (Time)

SUMMARY OF PROPOSED BUDGET CHANGES

AMOUNTS SHOWN ARE REVISED TOTALS IN THOSE FUNDS BEING MODIFIED

FUND: Transient Room Tax Fund

Resource	Amount	Expenditure - indicate Org. Unit / Prog. & Activity, and Object Class.	Amount
1 Chamber Contract Not To Exceed	152,060	1 Chamber of Commerce Visitor's Center	152,060
Revised Total Fund Resources	\$444,655	Revised Total Fund Requirements	\$444,655

Explanation of change(s):

The City of Cannon Beach is expected to receive more room tax revenue than was anticipated at the time of budgeting. Because the City of Cannon Beach is committed by contract to pay the Chamber of Commerce all room tax revenues collected during the year up to a maximum of \$444,655, a budget adjustment is necessary to remain within legal spending authority.

City of Cannon Beach
Budget Document

2017-18	2018-19	2019-20	Transient Room Tax Fund		2020-21			
Actual	Actual	Adopted Budget	Account Number	Account Title	Requested by Departments	Proposed by Budget Officer	Approved by Budget Committee	Adopted by Governing Body
-	-	25,378	013-000-33000	Unrestricted Fund Balance	-	-	-	-
-	351,414	359,318	013-180-41310	TRT 1% TAF Share (70%)	357,030	250,752	250,752	250,752
-	49,385	59,959	013-180-41330	S/T TRT 1% TAF Share (70%)	59,577	41,843	41,843	41,843
-	-	-	013-180-43111	Transfer In General Fund	-	-	-	-
0	400,799	444,655		Total Resources	416,607	292,595	292,595	292,595
-	-	-	013-180-62115	Chamber of Commerce Visitor's Center	-	-	-	-
-	398,352	444,655	013-180-62120	Tourism Promotions	416,607	292,595	292,595	292,595
0	398,352	444,655		Total Materials and Services	416,607	292,595	292,595	292,595
0	398,352	444,655		Total Expenditures	416,607	292,595	292,595	292,595
0	2,447	0	013-180-79100	Ending Fund Balance	0	0	-	0
0	400,799	444,655		Total Requirements	416,607	292,595	292,595	292,595



CANNON BEACH CITY COUNCIL

STAFF REPORT

CONSIDERATION OF ORDINANCE 21-03 FOR THE PURPOSE OF AMENDING the MUNICIPAL CODE BY AMENDING CHAPTER 15.06 COMMUNITY DEVELOPMENT FEES

Agenda Date: May 4, 2021

Prepared by: Jeff Adams, PhD
Community Development Director

BACKGROUND

During the transition to the state's e-permitting system Council adopted Ordinance 20-11 which included fees for the Community Development Department.

ANALYSIS/INFORMATION

It is the City's intent to review fees annually, and should revisions need to be made, it is more efficient to do so through the Resolution process. Therefore, we are removing the fees from the Municipal Code with Ordinance 21-03 and adopting them with Resolution 21-14 which is later in the agenda.

RECOMMENDATION

Staff recommends Council adopt Ordinance 21-03.

Recommended motions:

"I move to approve the first reading of Ordinance No. 21-03"

"I move to approve the second reading and adopt Ordinance No. 21-03"

List of Attachments

- A. Draft Ordinance 21-03
- B. Draft Ordinance 21-03 with revisions

BEFORE THE COMMON COUNCIL OF CANNON BEACH

AN ORDINANCE AMENDING THE MUNICIPAL)
CODE BY AMENDING CHAPTER 15.06)
COMMUNITY DEVELOPMENT FEES)

ORDINANCE NO. 21-03

WHEREAS, during the transition to the state's e-permitting system, Accela, the Cannon Beach City Council adopted Ordinance 20-11 which included Community Development fees; and

WHEREAS, Community Development fees are reviewed yearly and therefore may require annual adjustment; and

WHEREAS, to more efficiently accomplish this annual review, the Council wishes to review and potentially adjust Community Development fees annually by resolution.

NOW, THEREFORE, THE COMMON COUNCIL OF THE CITY OF CANNON BEACH ORDAINS AS FOLLOWS:

1. The Cannon Beach City Council amends Chapter 16.06 of the Cannon Beach Municipal Code as described in Exhibit A, which is attached and incorporated by reference.
2. This ordinance is effective 30 days after adoption.

ADOPTED by the Common Council of the City of Cannon Beach this 4th day of May 2021, by the following roll call vote:

YEAS:

NAYS:

EXCUSED:

Sam Steidel, Mayor

Attest:

Approved as to Form

Bruce St. Denis, City Manager

Ashley Driscoll, City Attorney

EXHIBIT A

Chapter 15.06 COMMUNITY DEVELOPMENT FEES

15.06.010 Building codes.

The city will review fees/charges yearly. As the need arises the city council may adjust the rates by Resolution.

5.06.020 Planning.

The city will review fees/charges yearly. As the need arises the city council may adjust the rates by Resolution.

Chapter 15.06 COMMUNITY DEVELOPMENT FEES**15.06.010 Building codes.**

The city will review fees/charges yearly. As the need arises the city council may adjust the rates by Resolution

~~— A. Structural Permit Fees. Construction values shall include all labor and material, but shall exclude the cost of the land. This section covers residential and commercial structural, commercial mechanical, alarm, and fire suppression systems. All structural permits use valuation as determined by the International Code Council Valuation Data Table current as of April 1 of each year, when applicable as per OAR 918-050-0000 and OAR 918-309-0020 through 0070.~~

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~~New One- and Two-Family Dwelling Permits~~

\$1-\$2,250	\$75
\$2,251-\$9,750	\$75.00 for the first \$2,251 plus \$3.00 for each additional \$100, or fraction thereof.
\$9,751-\$19,500	\$300.00 for the first \$9,751 plus \$2.50 for each additional \$100 or fraction thereof.
\$19,501-\$96,830	\$543.75 for the first \$19,501 plus \$1.75 for each additional \$100 or fraction thereof.
\$96,831 & up	\$1897.03 for the first \$96,831 plus \$1.00 for each additional \$100 or fraction thereof.

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~~Commercial Structural/Mechanical/Fire Suppression and Alarm, Multi-Family and Industrial Permits and All Other Residential Construction~~

\$1-\$500	\$106
\$501-\$2,000	\$106.00 for the first \$500 plus \$3.32 for each additional \$100, or fraction thereof.
\$2,001-\$25,000	\$155.80 for the first \$2,000 plus \$13.26 for each additional \$1,000 or fraction thereof
\$25,001-\$50,000	\$460.78 for the first \$25,000 plus \$9.95 for each additional \$1,000 or fraction thereof.
\$50,001-\$100,000	\$709.53 for the first \$50,000 plus \$6.64 for each additional \$1,000 or fraction thereof.
\$100,001 & up	\$1041.53 for the first \$100,000 plus \$5.53 for each additional \$1,000 or fraction thereof.

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Other Structural Fees

Attachment B

Structural plan review	75% of building permit fee
Additional plan review (when applicable) 30 minute minimum	\$54/hour
Fire and life safety review	50% of building permit fee
Reinspection—each	\$106
Each additional inspection, above allowable—each	\$106
Inspection for which no fee is specifically indicated (as required) one hour minimum	\$106/hour
Inspection outside of normal business hours—hourly 2 hour minimum -	\$106/hour
Deferred submittal plan review fee	65% of the building permit fee calculated using the valuation of the deferred portion with a \$250 minimum (in addition to standard plan review fees)
Phased project plan review fee	\$315 minimum plus 10% of total project building permits, not to exceed 1,500 for each phase. In addition to standard plan review fees.
Structural demolition—complete demolition, not subject to state surcharge	\$106
Structural minimum permit fee	\$106

— **B. Residential Fire Suppression Permit Fees.** Standalone 13R, fee includes plan review (See Plumbing Fee Section for Multi-Purpose/Continuous Loop System 13D).

Square Footage of the Residential Structure to Be Covered:	-
Up to 2,000 sq. ft.	\$400
2,001—3,600 sq. ft.	\$500
3,601—7,200 sq. ft.	\$650
Greater than 7,201 sq. ft.	\$800
Commercial fire suppression	Fee as per Structural Permit Fee Table by Valuation.

— **C. Solar Structural Installation Permits.**

Attachment B

Solar permit—prescriptive path system, fee includes plan review	\$250
Solar permit—non-prescriptive path system	Fee as per Structural Permit Fee Table by Valuation to include the solar panels, racking, mounting elements, rails and the cost of labor to install. Solar electrical equipment including collector panels and inverters shall be excluded from the Structural Permit Valuation.

—D. ~~Investigation Fees. Actual or average cost may include supervision, overhead, equipment, and/or rate/wage of the employee(s) involved. Applicable to all disciplines.~~

Investigation fee—hourly	\$106/hour, minimum of two hours
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—E. ~~Manufactured Dwelling Placement Permit Fees. Placement fee includes concrete slab, runners or foundation when prescriptive, electrical feeder, plumbing connections and all cross-over connections, first thirty linear feet of site utilities. New electrical services or additional branch circuits, and new plumbing may require separate permits. All decks thirty inches above ground, carports, garages, porches and patios are based on valuation and may also require separate permits. See Structural Schedule by valuation for non-dwelling modular placements.~~

Manufactured dwelling placement fee	\$202
Earthquake resistant bracing system (when not part of original dwelling installation)	\$126
Manufactured dwelling cabana	Requires separate structural permit—See Structural Permit Schedule.
State of Oregon manufactured dwelling fee	\$30

—F. ~~Manufactured or RV Park Development Permit Fees. The area development permit fee to be calculated based on the valuations shown in Table 2 of OAR 918-600-0030 for manufactured dwelling/mobile home parks and Table 2 of OAR 918-650-0030 for recreational park and organizational camp and applying the valuation amount to Table 1 as referenced for each.~~

—G. 1. Mechanical Permit Fees.

Minimum fee	\$106
Air handling unit	\$41 per appliance
Air conditioning unit	\$56 per appliance
Alteration of existing HVAC system	\$41 per appliance
Attic/crawl space fans	\$28 per appliance

Attachment B

Chimney/liner/flue/vent	\$45 per appliance
Clothes dryer exhaust	\$41 per appliance
Decorative gas fireplace	\$41 per appliance
Evaporative cooler other than portable	\$73 per appliance
Floor furnace, including vent	\$56 per appliance
Flue vent for water heater or gas fireplace	\$41 per appliance
Furnace—greater than 100,000 BTU	\$65 per appliance
Furnace—up to 100,000 BTU	\$56 per appliance
Furnace/burner including duct work/vent/flue	\$56 per appliance
Gas or wood fireplace insert	\$41 per appliance
Gas fuel piping outlets (1 to 4)	\$23
Gas fuel piping outlets (more than 4)	\$7 each
Heat pump	\$73 per appliance
Hood served by mechanical exhaust, including ducts for hood	\$41 per appliance
Mini split system	\$73 per appliance
Range hood/other kitchen equipment	\$41 per appliance
Suspended heater, recessed wall heater or floor mounted unit heater	\$56 per appliance
Ventilation fan connected to a single duct	\$28 per appliance
Ventilation system not part of heating or AC system authorized by a permit	\$41 per appliance
Wood/pellet stove	\$41 per appliance
Other fuel appliance	\$41 per appliance
Other heating/cooling	\$41 per appliance
Other environment exhaust/ventilation	\$41 per appliance
Water heater	\$41 per appliance

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— 2. Other Mechanical Fees:

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Mechanical plan review (when applicable)	35% of mechanical permit fee
Additional plan review (when applicable, 30 minute minimum)	\$54/hour
Re inspection—per each	\$106
Each additional inspection over the allowable—each	\$106
Inspections—mechanical, outside of normal business hours	\$106/hour

Attachment B

(minimum charge 2 hours)	
Inspections—mechanical, for which no fee is specifically indicated (minimum charge 1 hour)	\$106/hour
Investigation fee—mechanical	See Structural Investigation Fees.
Minimum mechanical permit fee	\$106

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~~H. Plumbing Permit Fees.~~

~~1. New One and Two Family Dwellings. Includes one kitchen, first one hundred feet of each of site utilities, hose bibbs, icemakers, underfloor low point drains and rain drain packages that include the piping, gutters, downspouts and perimeter systems. Half baths counted as whole.~~

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One bathroom, one kitchen	\$360
Two bathrooms, one kitchen	\$393
Three bathrooms, one kitchen	\$443
Each additional bathroom, half bathroom > 3, kitchen >1	\$52
Each additional 100 feet of sanitary, storm and water service or fraction thereof	\$45
Stormwater retention/detention tank facility	\$94
Swimming pool piping	\$62
Alternative potable water heating system	\$65
All other plumbing fixtures, appliances or appurtenances (each)	\$28

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~~2. All Other and Existing Residential Additions/Remodels or Alterations.~~

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Residential minimum fee	\$106
Plumbing fixtures, appliances, appurtenances (each)	\$28
Water service, storm or sanitary sewer (first 100 feet)	\$82
Each additional 100 feet of sanitary, storm and water service or fraction thereof	\$45

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~~3. Commercial, Multi-Family and Industrial. New, additions, remodels and alterations.~~

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Commercial minimum fee	\$175
Plumbing fixtures, appliances, appurtenances (each)	\$28
Water service, storm or sanitary sewer (first 100 feet)	\$82
Each additional 100 feet of sanitary, storm and water service or fraction thereof	\$45

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Attachment B

~~—4. Commercial Medical Gas Installation. Fee based on installation costs and system equipment, including, but not limited to, inlets, outlets, fixture and appliances.~~

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\$1—5,000	\$106
\$5,001—10,000	\$106 for the first \$5,000 plus \$3.20 for each additional \$100 or fraction thereof.
\$10,001—100,000	\$266 for the first \$10,000 plus \$10.99 for each additional \$1,000 or fraction thereof.
\$100,001 and above	\$1,255.10 for the first \$100,000 plus \$7.80 for each additional \$1,000 or fraction thereof.

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~~—5. Residential Fire Suppression. Multipurpose/continuous loop system 13D, fee includes plan review (see Structural Fee Section for Standalone System 13R).~~

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Square footage of the residential structure to be covered:	-
Up to 2,000 square feet	\$250
2,001—3,600 square feet	\$300
3,601—7,200 square feet	\$350
Greater than 7,201 square feet	\$400

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~~—6. Other Plumbing Fees.~~

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Plumbing plan review (when applicable)	35% of mechanical permit fee.
Additional plan review (when applicable 30 minute minimum)	\$54/hour
Re inspection—each	\$106
Each additional inspection over the allowable—each	\$106
Inspections—plumbing, outside of normal business hours (minimum charge 2 hours)	\$106/hour
Inspections—plumbing, for which no fee is specifically indicated (minimum charge 1 hour)	\$106/hour
Investigation fee—plumbing	See Structural Investigation Fees.
Minimum plumbing permit fee	\$106

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~~—I. Re-Instatement of Expired Permits. Subject to state surcharge.~~

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Attachment B

Expired permits not yet 12 months past their expiration date (Each code discipline)	1/2 the original permit fee or \$212, whichever is greater.
Expired permits over one year past their expiration date	New application with current valuation fees.
Expired permits lacking only the final inspection	\$106

However, in the event the governing code has been updated, additional cost and requirements may be necessary.

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~~—J. Permit Extension Fees. Extension of permits shall be requested in writing with justifiable cause demonstrated. Extension requests must be received prior to the expiration of the date of permits. Not subject to state surcharge.~~

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Residential extension fee (includes each code discipline)	\$106
Commercial extension fee (includes each code discipline)	\$106

Note: It is not the responsibility of the city of Cannon Beach building department to notify the permit holder of expiration dates.

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~~—K. Miscellaneous Fees.~~

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Temporary certificate of occupancy, residential, maximum 30 days (no charge for permanent certificates)	\$200
Temporary certificate of occupancy, commercial, maximum 30 days (no charge for permanent certificates)	\$200
Change of use or change of occupancy permit fee, when no structural work is proposed	\$126

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(Ord. 20-11 § 1)

5.06.020 Planning.

The city will review fees/charges yearly. As the need arises the city council may adjust the rates by Resolution.

~~—Pursuant to ORS 215.416(10), the following fees represent the average cost of processing each permit application. If the actual cost of processing a permit processed as a Type II, Type III, or Type IV procedure or an appeal of a Type II or Type III decision exceeds the amount of the fee by more than twenty percent because of the detailed nature of the proposal or the number of hearings that are required, the applicant shall be responsible for paying the full amount of the actual cost.~~

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Attachment B

Administrative appeal	\$400
Amendment to the comprehensive plan	\$1000
Amendment to the zoning ordinance	\$1000
Amendment to the zoning map	\$1000
Annexation	\$1000
Appeal: planning/DRB decision — On the record	\$200
de novo	\$400
Comprehensive plan text amendment	\$1000
Conditional use permit/permit extension	\$450
Design review plan: major modification	\$200
new application <3000 sf	\$400
new application >3000 sf	\$500
Developmental permit — Type 2	\$75
Developmental permit — Type 3	\$200
Lot line adjustment	\$100
Off street parking & loading facilities variance	\$400
Partition	\$400
Reimbursement district	\$750
Right of way encroachment waiver	\$400
Right of way access permit	\$25
Setback reduction	\$400
Sign permit	\$50
Freestanding sign permit	\$100
Short term rental permit — annual renewal fee	\$75
Short term rental permit — inspection fee	\$106
Short term rental permit — change of local representative	\$75
Sign variance	\$400
Street vacation	\$925
Subdivision/planned development	\$2000
Subdivision/PUD extension	\$450
Tree removal permit	-
1 — 4 trees	\$50
5 or more trees	\$100
Variance/variance extension	\$400

Attachment B

Plan review—residential structures	-
\$0 to \$100,000	\$106
\$100,001 to \$200,000	\$159
\$200,001 and up	\$212
Plan review—commercial structures	-
\$0 to \$100,000	\$106
\$100,001 to \$200,000	\$318
\$200,001 and up	\$424
Additional plan review when applicable—all trades 30 minute minimum	\$54/hour

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(Ord. 20-11 § 1)



STAFF REPORT

CONSIDERATION OF ORDINANCE 21-04 FOR THE PURPOSE OF INTRODUCING A SPECIAL EVENTS WHILE REPEALING PARADES, TITLE 10, CHAPTER 8, TRAFFIC AND PARKING, AMENDING SIGNAGE, LIMITED COMMERCIAL USES, AND OUTDOOR MERCHANDISING OF TITLE 17 ZONING OF THE CANNON BEACH MUNICIPAL CODE

Agenda Date: May 4, 2021

Prepared by: Jeff Adams, PhD
Community Development Director

BACKGROUND

The Cannon Beach City Council received a request in December of 2018 by a local business owner regarding outdoor merchandising. When the request was investigated further by staff, it was suggested that there might be a few different areas of the code that might be revised to better address such requests. The City Council held a work session on December 11, 2018 to give direction on the various areas, including a new permitting process, which might form a new events ordinance and consolidate language on outdoor merchandising and the other affected areas of the code.

Although events held in Cannon Beach have been traditionally funneled through the City Manager's office, there is currently no ordinance and thus, only limited standards for which events are permitted. There are provisions for outdoor merchandising within the municipal code, however, certain standards conflict with other sections of the code.

With the introduction of the proposed Special Events Ordinance, four sections of the CBMC will be impacted that currently operate in these overlapping 'gray' areas of the code. The first, of course, is the fact that any event held in the City currently goes through an Events application process that eventually makes its way to the City Manager's desk for approval. This process is not codified and there are no standards for approval or denial. The only sections of the CBMC that speak to some sort of process is for a Parade permit held in the city right-of-way and Farmers Markets, which must be approved by the City Manager.

The second section of the CBMC impacted is the Outdoor Merchandising section, which currently prohibits even the free distribution of merchandise in the city. This proposed amendment would allow some outdoor merchandising activity under the control of a Special Events permit and would also clarify the parameters of when, where and what's permitted.

The third section impacted will be the signage ordinance, which currently does not define 'temporary signage', leaving the type, timing and size to interpretation. The proposed language would clarify that temporary signage would need a Special Events permit for posting, placing parameters on size, length of posting and placement.

Finally, the Limited Commercial Zoning district (C1) will be impacted, as food trucks will be permitted under the parameters allowed in the Special Events ordinance.



CANNON BEACH COMMUNITY DEVELOPMENT

163 E. GOWER ST.

PO Box 368

CANNON BEACH, OR 97110

The Special Events ordinance would give the City two levels of administration, Major and Minor Special Events, where Major Special Events will be handled through the City Manager's, with the recommendations from a Special Events Committee and assistance from Assistant City Manager's office, while Minor Special Events will be handled administratively by the Community Development Director or Public Works Director.

This ordinance would give clear standards for permitting Special Events, to allow the City the opportunity to better prepare for large gatherings, which have the ability to impact the normal functioning of the City, while offering clearer definitions and standards for related signage and outdoor merchandising.

The Planning Commission held Joint Work Sessions with the Parks Committee in March, July, September and October to review the draft language to incorporate changes to Outdoor Merchandising within a Special Events Ordinance and a hearing was held in December, 2019, where minor revisions from the City Attorney and Planning Commission were noted and a final approval reached and recommended in January.

City Council held work sessions in February, March, October and November of 2020 to consider the Planning Commission's recommended draft of the ordinance, consolidating the minor special events into a single minor event category and removing the application and permitting specifics into a separate handbook. Direction was also given to refine some sections of the draft, where changes are indicated in red in the current version and areas still requiring direction are highlighted.

A survey of current events fees from across the region and state was provided to Council in November and Staff was directed to bring back the ordinance and brochure at a later date for a adoption, and then COVID hit.

Recommendation

Staff recommends Council adopt Ordinance 21-04.

Recommended motions:

"I move to approve the first reading of Ordinance No. 21-04"

"I move to approve the second reading and adopt Ordinance No. 21-04"

Attachments

A: Draft Ordinance 21-04

BEFORE THE COMMON COUNCIL OF THE CITY OF CANNON BEACH

FOR THE PURPOSE OF INTRODUCING A SPECIAL) ORDINANCE NO. 21-04
EVENTS WHILE REPEALING PARADES, TITLE 10,)
CHAPTER 8, TRAFFIC AND PARKING, AMENDING)
SIGNAGE, LIMITED COMMERCIAL USES, AND)
OUTDOOR MERCHANDISING OF TITLE 17 ZONING)
OF THE CANNON BEACH MUNICIPAL CODE)

WHEREAS, the Cannon Beach Comprehensive Plan directs the City to continue to plan for a balance between the residential and resort elements of the community. In achieving this balance, the emphasis will be placed on managing the resort aspects of Cannon Beach in a manner that is not disruptive to the residential character of the community; and

WHEREAS, the Cannon Beach Comprehensive Plan states that due to the increasing number of tourists that visit the Cannon Beach area, there is an increasing pressure placed on the City police force, as well as other City services; and

WHEREAS, the Comprehensive Plan also states the social values which will be encouraged in the town's civic life are: A sense of safety. A high level of community interaction. Diversity of individuals and families. Friendliness. Arts as an integral part of the life of the community. A commitment to civic affairs. A sense of retreat for residents and visitors; and

WHEREAS, the City of Cannon Beach currently administers events, farmer's markets and non-profit sales through site specific city manager approvals through limited standards in various parts of the municipal code and wishes to consolidate these permitting requirements; and

WHEREAS, the City of Cannon Beach is currently administering outdoor merchandising under the land use section of the municipal code, with conflicting language to other sections of the code, while the language provided would consolidate these concerns; and

WHEREAS, the Cannon Beach Planning Commission held Joint Work Sessions with the Parks Committee in March, July, September and October to review the draft language to incorporate changes to the ordinance and duly noticed public hearings were held December 17, 2019, rendering a final recommendation to approve, by a six to one vote, on January 23, 2020;

WHEREAS, the Cannon Beach Common Council held public work sessions in February, March and October, 2020 and a duly notice Public Hearing on February 11, 2020, to consider the Special Events and Outdoor Merchandising Ordinance;

NOW, THEREFORE, THE COMMON COUNCIL OF THE CITY OF CANNON BEACH AMENDS THE CANNON BEACH MUNICIPAL CODE OF THE STATE OF OREGON REQUIRING THE INTRODUCTION OF A NEW CHAPTER TO PERMIT SPECIAL EVENTS, INCLUDING SECTIONS PROVIDING FOR PURPOSE AND INTENT, DEFINITIONS, PERMIT REQUIREMENTS, EXCEPTIONS, A SPECIAL EVENTS COMMITTEE, APPLICATION, FEES, POLICE PROTECTION AND OTHER EMERGENCY SERVICES, RELEASE AND INDEMNIFICATION REQUIREMENTS, INSURANCE REQUIREMENTS, MAJOR SPECIAL EVENT SIGNAGE, NOTIFICATION, SPECIAL EVENT PERMIT STANDARDS FOR REVIEW, CONDITIONS, NOTICE OF DENIAL OF APPLICATION, ALTERNATIVES TO PERMIT APPLICATION, APPEAL PROCEDURE, NOTICE TO CITY AND OTHER OFFICIALS, SPECIAL EVENTS CALENDAR, CONTENTS OF PERMIT, VIOLATIONS, REVOCATION OF PERMIT AND SEVERABILITY, WHILE REPEALING TITLE 10,

CHAPTER 8, TRAFFIC AND PARKING, ON PARADES, AND AMENDING TITLE 17 ZONING, CHAPTER 4, DEFINITIONS, ON SIGNAGE, ALONG WITH CHAPTER 22, LIMITED COMMERCIAL ZONE, PROHIBITING MOBILE FOOD VENDING WAGONS AND CHAPTER 90, GENERAL REQUIREMENT AND REGULATIONS, ON OUTDOOR MERCHANDISING BY DELETING THE CURRENT TEXT AND REPLACING IT WITH THE FOLLOWING:

SECTION 1

INTRODUCTION OF NEW CHAPTER 04.01 SPECIAL EVENTS

04.01.010 Purpose and intent.

The city recognizes that special events enhance the city's lifestyle, and benefit area residents, visitors, and businesses through expression, recreation, or entertainment that are not normally a part of governmental services. However, the city also recognizes that special events, if unregulated, can have an adverse effect on the public health, safety and welfare due to noise, traffic, safety, and health hazards. The purpose and intent of this chapter is to set forth reasonable regulations by establishing a process for permitting special events within the city, to protect the rights and interest granted to special event permit holders, to ensure the health and safety of attendees at special events, to prohibit illegal activity from occurring within special event venues, and to minimize any adverse effects from special events while ensuring the orderly and efficient use of public property and city services. It is further intended to create a mechanism for cost recovery for special events without having an adverse effect on those special events that contribute to the community. It is also the intent of this chapter to protect the rights of citizens to engage in protected free speech and allow for the least restrictive and most reasonable, time, place and manner regulation of those activities within the overall context of rationally regulating special events that have an impact upon public facilities and services.

04.01.020 Definitions.

Except where the context otherwise requires, for the purposes of this chapter, the following definitions apply:

"Affected parties" means businesses and residents located within 100 feet of the area around the special event that are likely to experience impact from the special event.

"City manager" means the city manager or authorized designee.

"Demonstration" means any assembly together or concert of action between or among two or more persons for the purpose of protesting any matter or of making known any position or promotion of such persons or of on behalf of any organization or class of persons or for the purpose of attracting attention to such assembly.

"Event" includes a special event or a demonstration.

"Event coordinator" means any person who conducts, manages, promotes, organizes or solicits attendance at a special event.

"Expressive activity" includes conduct, the sole or principal object of which is to express opinion, views, or ideas, and for which no fee or donation is charged or required as a condition of participation in or attendance at such activity. It includes public oratory and distribution of literature.

“Major event” means a special event that requires a traffic control plan, closes a city street or is anticipated to attract more than 200 individuals or require more city resources than minor, as determined by an initial review by the assistant city manager.

“Minor event” means a special event that does not require a traffic control plan or closure of a city street.

“Public works director” means the director of public works or authorized designee.

“Permittee” means a person to whom a special event permit has been issued.

“Person” means any person, firm, partnership, association, corporation, company or organization of any kind.

“Police chief” means the chief of police or authorized designee.

“Private property permit” means an administrative minor event permit issued by the community development director for a function that is to be held entirely on private property, is not zoned for assembly and does not: require a use of public property in a manner that impacts or restricts the public’s normal and typical use of such property; or impede the normal or usual traffic regulations or controls; or require the provision of extraordinary city services and is not governed by this chapter.

“Sidewalk” means any area or way set aside or open to the general public for purposes of pedestrian travel, whether or not it is paved.

“Signage” definitions can be found in Title 17.04.525 CBMC.

“Sound-amplifying system” means any system, apparatus, equipment, device, instrument or machine designed for or intended to be used for the purpose of amplifying the sound or increasing the volume of human voice, musical tone, vibration or sound wave.

“Special event” means:

1. Any organized formation, parade, procession or assembly consisting of 50 or more persons, and which may include animals, vehicles or any combination thereof, which is to assemble or travel in unison on any street, which does not comply with normal or usual traffic regulations or controls; or
2. Any commercial or noncommercial organized assemblage of 50 or more persons at any public park, public water way, street, or sidewalk which is to gather for a common purpose under the direction and control of a person; or
3. Any other activity conducted by a person for a common or collective use, purpose or benefit which involves the use of, or has an impact on, other public property or facilities and the provision of city public safety services in response thereto.
4. Examples of special events include concerts, parades, circuses, fairs, festivals, block parties, community events, mass participation sports (such as marathons and running events,

bicycle races or tours, tournaments), or spectator sports (such as football, baseball and basketball games).

“Special event permit” means a permit as required by this chapter.

“Spontaneous demonstration” is an event occasioned by news or affairs coming into public knowledge less than 48 hours prior to such event.

“Street” means any place or way set aside for or open to the general public for purposes of vehicular traffic, including but not limited to any berm or shoulder, parkway, public parking lot, right-of-way, alley or median.

“Third-Party” means any individual or entity who does not have a direct connection with the application, yet provides a good or service required by the application, such as a vendor of a booth at a market or fair.

“Vendor” means any person or entity offering something for sale at an event.

04.01.030 Permit required.

A. A Special Events Permit is required for all activities which organize or assemble 50 or more persons in a space not zoned for assembly or which have the potential to impact public property, facilities or services.

B. No person shall engage in or conduct any special event unless a special event permit is issued for that event by the city.

C. All special events conducted in City Parks are exempt from Chapter 12.42 Park Code.

04.01.040 Exceptions to special event permit requirement.

A special event permit is not required for any of the following:

A. Any activity within the scope of a conditional use permit, other land use approval or a private property permit given or required for that use; or

B. A short-term demonstration, by 50 or fewer persons that does not involve the use of vehicles, animals, fireworks, pyrotechnics or equipment (other than sound equipment), provided that:

1. No fee or donation is charged or required as a condition of participation in or attendance at such demonstration; and

2. The chief of police is notified at least 12 hours in advance of the commencement of the demonstration; or

C. Lawful picketing; or

D. Funeral processions by a licensed mortuary; or

E. Activities conducted by a government agency acting within the scope of its authority.

04.01.050 Application.

A. A person requesting a special event permit shall file an application, certified by affidavit on forms provided by the assistant city manager. The assistant city manager shall forward private property permit applications for events of more than fifty on any residentially zoned private property or minor event applications to the community development director for review and determination. The assistant city manager may make a determination, upon review of the application, that the proposed event is a major event, and such applications shall be sent to the special events committee for review and recommendation to the city manager.

B. Major special event applications shall be filed at least 90 days and not more than one year before the special event is proposed to commence and minor special event applications shall be filed at least 30 days prior to the special event except an application for a spontaneous demonstration held to react to a current event, which shall provide a minimum of two working-days notice. The minimum notice requirement may be waived by the assistant city manager upon written finding that the limited scope of the event, both in size and magnitude, allows it to be adequately reviewed in the remaining time.

C. The application for all special event permits are included in the Special Events Application Handbook and available at City Hall.

D. Applicants for a repeated event held on private property may file up to four annual special event applications identifying the event dates for one calendar year.

04.01.060 Special Events Review Process.

A. The special events review process shall consist of the assistant city manager, community development director, fire chief, police chief, public works director, emergency manager or their designated representatives. The assistant city manager shall coordinate the review process.

B. The special events review process is charged with reviewing and providing recommendations to the city manager regarding the approval or modification of an application for a major special event permit based upon the information required in the application with regard to considerations of public safety, traffic flow and control, the disruption to residences and businesses; and availability of resources of city personnel and equipment to adequately ensure the public health, safety and welfare.

C. The special events review process shall not recommend for approval a new event for the date, time and location of a previously established reoccurring event unless the applicant for the previously established reoccurring event notifies the city of their intent to not hold the event or no application has been received by the city for that recurring event by the application filing date.

04.01.070 Fees.

A. Event Fee. A nonrefundable fee, as set forth in the schedule of service costs approved by city council resolution, reasonably calculated to reimburse the city for its reasonable and necessary costs in receiving, processing and reviewing applications for permits to hold a major or minor event, must be paid to the City of Cannon Beach when an application is filed.

B. If the application includes the use of any city facility and/or property, or if any city services are required for the special event, the applicant must agree to pay for the services in accordance with a schedule of service costs approved by city council resolution.

C. Third Party Fee. If the permittee provides for or allows third party vendors to participate in the special event, the permittee shall pay an additional nonrefundable fee, as set forth in the schedule of service costs approved by city council resolution, reasonably calculated to reimburse the city for its actual and necessary costs in receiving, processing and reviewing the application that includes third party vendors. The amount of the additional fee shall be established by resolution of the city council and shall be based on whether the application is for a major or minor event.

D. All official City functions and any registered 501(c)3 non-profit are exempt from fees.

04.01.080 Police protection and other emergency services.

A. The police chief will determine whether and to what extent additional police protection, civilian traffic control personnel, private security and volunteer staff are reasonably necessary to ensure traffic control and public safety for the special event. The police chief will base this decision on the size, location, duration, time and date of the special event, the expected sale or service of alcoholic beverages, the number of streets and intersections blocked off from use by the public, and the need to detour or preempt pedestrian and vehicular travel from the use of public streets and sidewalks. If police protection and/or other emergency and safety services or equipment is deemed necessary for the special event, the police chief shall prepare a written estimate of the cost of extraordinary city services and equipment required in writing. The applicant will be billed for services after the event.

B. When the police chief is determining the size of the event and the security needed to protect participants and spectators, the estimate, based upon reasonably known information, of participants shall be determinative. The numbers of persons attending in response to an event, to heckle, protest or oppose the sponsor's viewpoint shall not be considered in the cost of providing police protection.

04.01.090 Release and indemnification requirement.

Permittee shall enter into an agreement with the City agreeing to waive and release the City of Cannon Beach and its officers, agents, employees and volunteers from and against any and all claims, costs, liabilities, expenses or judgments including attorney's fees and court costs arising out of the activities of this special event or any illness or injury resulting therefrom, and hereby agree to indemnify and hold harmless the City of Cannon Beach from and against any and all such claims, whether caused by negligence or otherwise, except for illness and injury resulting directly from gross negligence or willful misconduct on the part of the city or its employees.

04.01.100 Insurance requirements.

Whenever a special event requires a permit under the provisions of this code, the sponsor, promoter or person conducting the special event shall provide evidence of commercial general liability insurance in a form acceptable to the risk manager (and additional coverage(s) as appropriate for the activities of the event). The policy shall name the City of Cannon Beach as an additional insured, and shall have a coverage amount to be determined by the risk manager according to the size and risk factors of the event. When determining the size of the event and the risk to participants and spectators, the estimate of participants shall be determinative for this purpose. The person conducting the special event shall not be required to insure any risk arising from persons attending in response to an event, to heckle or oppose the sponsor's viewpoint. The insurance company or companies shall meet the requirements established by city council resolution for all insurance required by the city. The insurance policy required by this section shall not be cancelled, limited or not renewed without 30 days' prior written notice being given to the city.

04.01.110 Special event signage.

A. The permittee for a Major Special Event shall post street closure notification signs at locations approved by the city manager. The street closure notification shall:

1. include the name of the event, date, time and location of the closure;
2. not exceed 16 square feet in sign area with a minimum letter size of four inches;
3. be posted on every street on which more than two intersections will be closed, and every secondary arterial, major arterial, or prime arterial that will be closed as a result of the special event;
4. be posted a maximum of 10 days and a minimum of 7 days prior to the scheduled closure; and
5. be removed within 24 hours following the conclusion of the event.

B. The permittee for a Major Special Event may post a maximum of eight signs that promote the event at locations approved by the city manager. Event promotion signs shall meet the following conditions:

1. Shall not exceed 16 square feet in sign area;
2. Shall not be posted more than 16 days prior to the event;
3. Shall be freestanding or attached to approved signage locations; and
4. Shall be removed 24 hours following the event.

C. The permittee for a Major Special Event shall post traffic control and/or directional signs the day or days of the special event as required by the permit. Traffic control and/or directional signs shall meet the following conditions:

1. The location of all traffic control and/or directional signs shall require approval of the city public works director; and
2. Traffic control and/or directional signs shall not be posted more than four hours prior to the start of the special event and shall be removed not more than two hours after the conclusion of the special event. Any sign(s) left out after two hours may be removed by city staff and disposed of without compensation to event organizer.

D. The permittee for all Special Event permits may post signs and banners during the special event at the special event venue.

1. All venue sign(s) with more than 16 square feet of sign area or signs that are more than four feet above ground level shall be identified on the event site plan;

2. All venue signage and/or banners shall be less than 50 total square feet of temporary sign area;

3. All directional signs must be under six square feet in sign-face and are considered incidental;

4. One non-motion-activated inflatable sign, not to exceed a footprint area of 80 square-feet, or height of sixteen feet, may be conditionally approved and is not be included in the signage total square-footage; and

5. All signage shall be removed by the applicant within 2 hours after the closing of the event.

6. No banners will be permitted across a public right-of-way.

E. Signs stating “No Parking/Tow Away” shall be posted 72 hours in advance of the event start time and removed no more than two hours post event.

F. Any sign posted in the City pursuant to this section shall be exempt from any further regulation under Chapter 17.56 of this code.

04.01.120 Notification.

A. The applicant for the following events, shall sponsor a meeting for all affected parties. This meeting must be held not more than 180 days prior or less than 80 days prior to the special event date:

1. A first-time Major Special Event;

2. A Major Special Event that has not been held for more than two years; and

3. Any event at a city facility.

C. All applicants for a Special Event permit identified in section A., above, shall notify all affected parties within 100 feet from the property boundaries of the proposed location, along with the Cannon Beach Chamber of Commerce, via the United States Postal Service or by direct distribution not more than 15 days prior or less than 10 days prior to the special event date, with information concerning the event and information on how to contact the applicant and the special events committee before and after the event.

D. The City shall make sure all special events are posted on the City’s website, at City Hall and at area Post Offices 7 days prior to the special event date with information concerning the event and information on how to contact the applicants and the special events committee before and after the event.

04.01.130 Special Event Permit Standards for Review.

A. Prior to issuing a Minor Special Event or Private Property Event permit the Community Development Director shall require the application meet the following standards of review:

- i. the event has the written approval of the owner and lessee of the property on which it is to take place;
- ii. the event is limited to the prescribed time period indicated on the application, not to exceed 72 hours, for no more than four occasions per year, with at least 30 days between occurrences, at each property;
- iii. the event does not conflict with another special event scheduled within 150 feet of the property for the same time period;
- iv. the event is limited to no more than the permitted fire safety allowances for the site at any one time;
- v. the event will not impede pedestrian or vehicle traffic, and any outdoor merchandising meets the following standards:
 - a. all goods must be placed within the prescribed boundaries shown on the event site plan, which maintains at least 42" of clear pedestrian access through all public through-fares;
 - b. all events are limited to the hours of 7 AM to 10 PM;
 - c. County Health Department approved food carts or trucks may operate under a Cannon Beach business license, subject to having written permission from the property owner attached to the application; and,
 - d. other than through approved vendors, no further sales shall take place;
- vi. Where any voice or music is proposed to utilize a sound-amplifying system, the location is appropriate and in no case shall a speaker be located within 300' of a residential structure;
- vii. Any use of a sound-amplifying system will be for a specified period, beginning no earlier than 7 AM and ending no later than 10 PM; and,
- viii. All farmers markets are limited to food, specific food related items and cut flowers.

B. Prior to issuing a Major special event permit the City Manager shall require the application meet the following standards of review:

- i. The applicant has provided the required application, indemnification agreement and endorsement(s), insurance certificate, or security deposit for police and emergency services and equipment within the times prescribed;
- ii. The applicant has provided for the services of a required number of police officers, fire and/or emergency personnel, private security, civilian traffic controllers or event volunteers/staff to ensure the safety of the event;
- iii. The applicant has provided adequate sanitation and other required health facilities on or adjacent to any public assembly area;

- iv. The applicant has provided sufficient off-site parking or shuttle service, or both, required to minimize any adverse impacts on public parking and traffic circulation in the vicinity of the special event;
- v. The applicant has obtained the approval of any other public agency within whose jurisdiction the special event or portion thereof will occur;
- vi. The use or activity does not present an unreasonable danger to the health or safety of the applicant, other users of the site, or the public;
- vii. The special event will not create the imminent possibility of violent disorderly conduct likely to endanger public health, safety and welfare or to result in property damage;
- viii. The special event will not substantially interfere with the normal access and function of businesses and/or residences during any period in a manner, which will have adverse impact on the reasonable use or access to those areas;
- ix. The special event will not require the diversion of police employees from their normal duties, preventing reasonable police protection to the remainder of the city; and
- x. The conduct of the special event will not substantially interrupt the safe and orderly movement of other pedestrian or vehicular traffic, including public transportation, contiguous to its route or location, except as authorized by the permit.

2. An application shall not be denied or have conditions based upon the message, content or viewpoint of the event sponsor.

04.01.140 Conditions.

The decision-making body may condition the granting of a special event permit, as necessary, to protect the public health and safety and to effect the purpose of this title. Such conditions may include parameters associated with the minor and major standards of 4.01.130.

04.01.150 Notice of denial of application.

The city manager shall act promptly upon a timely filed application for a major special event permit and shall make a determination not less than 28 calendar days prior to the major event. The community development director shall act promptly upon a timely filed application for a minor special event and will make a determination not less than 15 calendar days prior to the minor event. The applicant will be notified within two working days of said determination.

If the city manager does not act on a special event application at least 28 calendar days prior to the major event, and if the community development director does not act on a special event application at least 15 days prior to the minor event, the application shall be deemed denied.

04.01.160 Alternatives to permit application.

The city manager, in denying an application for a special event permit, may authorize the conduct of the special event at a date, time, location, or route different from that named by the applicant, and shall propose alternative measures, which would cure any defects in the application. An applicant desiring to

accept the modifications to the application shall, within five days after notice of the action of the city manager, file a written notice of acceptance with the city manager.

04.01.170 Appeal procedure.

A. Any applicant has the right to appeal the denial of a special event permit to the city council. The denied applicant must make the appeal within five days after receipt of the denial by filing a written notice with the city clerk and a copy of the notice with the police chief. The city council shall act upon the appeal at the next regularly scheduled meeting following receipt of the notice of appeal, or at the next available meeting for which a decision can be reached, which the decision will be final.

B. In the event that the city council denies an applicant's appeal, the applicant shall be afforded prompt judicial review of that decision through a writ of review as provided by Oregon Revised Statutes.

04.01.180 Notice to city and other officials.

Immediately upon the issuance of a special event permit, the assistant city manager shall send a notice thereof to the city manager, the city attorney, the police chief, the fire chief, the public works director, the community development director, chamber of commerce and the manager or responsible head of each public transportation utility, the regular routes of whose vehicles will be affected by the route or location of the proposed special event.

04.01.190 Special events calendar.

The city shall maintain a special events calendar. Events for which permit applications have been filed shall be registered on the special events calendar as "approved" or as "pending."

04.01.200 Violations.

A. Violations of the terms and conditions of any of the following prohibitions in this chapter will constitute a misdemeanor punishable by a fine of up to \$1,000.00, or by imprisonment in the county jail for a term not exceeding six months, or by both:

1. To stage, present, or conduct any special event without first having obtained a permit under this chapter;

2. To hamper, obstruct, impede, or interfere with any special event or with any person, vehicle or animal participating or used in the special event;

3. To carry any sign, poster, plaque, or notice, whether or not mounted on a length of material, unless such sign, poster, plaque, or notice is constructed or made of a cloth, paper, or cardboard material;

4. For any person participating in any special event to carry or possess any length of metal, lumber, wood, or similar material for purposes of displaying a sign, poster, plaque or notice, unless such object is one and one-fourth inch or less in thickness and two inches or less in width, or if not generally rectangular in shape, such object may not exceed three-fourths inch in its thickest dimension.

B. Violations of the terms and conditions of any of the following prohibitions in this chapter will constitute an infraction and shall be punished as provided for by law:

1. To participate in a special event for which the person knows a permit has not been granted;
2. To knowingly fail to comply with any condition of the permit;
3. For a participant in or spectator at a special event to knowingly violate any conditions or prohibitions contained in the special events permit;
4. For any driver of a vehicle to drive between the vehicles or persons of a special event when the vehicles or persons are in motion and are conspicuously designated as a special event;
5. The police chief may prohibit or restrict the parking of vehicles along a street constituting a part of a special event if the police chief posts or cause to be posted signs to that effect. It is unlawful for any person to park or leave unattended any vehicle in violation of the posted signs.

C. The police chief may, when reasonably necessary, waive parking regulations along a street constituting a part of a special event.

04.01.210 Revocation of permit.

The police chief may revoke a special event permit without prior notice upon violation of the permit or when a public emergency arises where the police resources required for that emergency are so great that deployment of police services for the special event would have an immediate and adverse effect upon the health, safety and welfare of persons or property. Written notice of the revocation setting forth the reasons therefore, shall be hand delivered or mailed to the applicant at the address provided on the application.

04.01.220 Severability.

If any section, subsection, sentence, clause or phrase of this chapter is for any reason held invalid or unconstitutional by the decision of any court of competent jurisdiction, the decision will not affect the validity of the remaining portions of this chapter. The city council declares that it would have passed the ordinance codified in this chapter and each section, subsection, sentence, clause or phrase contained in it irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases are declared invalid or unconstitutional.

SECTION 2

To Repeal Chapter 10.08 TRAFFIC AND PARKING

Article II. Traffic

~~10.08.120 Parade permit—Required.~~

~~—No person shall organize or participate in a parade that may disrupt or interfere with traffic without obtaining a permit. A permit is required for a procession using the public right of way that consists of twenty or more persons or three or more vehicles. (Ord. 89-8 § 27)~~

10.08.130 Parade permit—Application.

—A.— Application for a parade permit shall be made to the city manager at least thirty days before the date of the parade unless the time limit is waived by the city manager.

—B.— The application shall be signed by the person designated as chairperson for the parade and shall include the following:

- 1.— The name and address of the person responsible for the parade;
- 2.— The date of the parade;
- 3.— The desired route, including assembling and dispersal points;
- 4.— The number of persons, vehicles and animals that will participate;
- 5.— The proposed starting and ending time. (Ord. 89-8 § 28)

10.08.140 Parade permit—Issuance or denial.

—A.— The city manager shall issue a parade permit conditioned on the applicant's written agreement to comply with terms of the permit unless the city manager finds that:

- 1.— The time, route and size of the parade will disrupt the movement of other traffic to an unreasonable extent;
- 2.— The parade is of a size or nature that requires the diversion of so great a number of law enforcement officers to properly police the line of movement and contiguous areas that allowing the parade would deny reasonable law enforcement protection to the jurisdiction;
- 3.— The parade will interfere with another parade or other activity for which a permit has been issued;
- 4.— Information contained in the application is found to be false or a material detail is omitted;
- 5.— The applicant refuses to agree to abide by or comply with all conditions of the permit.

—B.— If one or more of the conditions listed in subsection A other than subparagraph 5 exists, the city manager may include provisions in the permit that are necessary to alleviate the conditions, including, but not limited to:

- 1.— Requiring an alternate date;
- 2.— Requiring an alternate route;
- 3.— Restricting the size of the parade.

—C.— The city manager shall notify the applicant of the decision within five days after receipt of the application.

—D.— If the city manager proposes alternatives or refuses to issue a permit, the applicant may appeal the decision to the governing body. (Ord. 89-8 § 29)

10.08.150 Parade permit—Appeal.

~~— A. — An applicant may appeal the decision of the city manager by filing a written request of appeal with the city council within five days after the city manager has proposed alternatives or refused to issue a permit.~~

~~— B. — The governing body shall schedule a hearing, which shall not be later than the second regular meeting following the filing of the written appeal, and shall notify the applicant of the date and time. (Ord. 89-8 § 30)~~

~~10.08.160 Parade offenses.~~

~~— A. — No person shall unreasonably interfere with a parade or a parade participant.~~

~~— B. — No person shall operate a vehicle that is not part of a parade between the vehicles or persons in the parade. (Ord. 89-8 § 31)~~

~~10.08.170 Parade permit — Revocation.~~

~~— The city manager may revoke a parade permit if circumstances clearly show that the parade no longer can be conducted consistent with public safety. (Ord. 89-8 § 32)~~

SECTION 3

To Amend TITLE 17 ZONING

Chapter 17.04 Definitions

17.04.525 Sign or sign related definitions.

The following definitions pertain to signs:

A. “Abandoned sign” means a sign pertaining to a use or lot where the message of the sign no longer pertains to a use or activity occurring on the lot;

B. “Awning sign” means a sign that is placed on a temporary or movable shelter supported entirely from the exterior wall of a building;

C. “Bench sign” means a sign painted on or attached to a bench;

D. “Building frontage” means an exterior building wall facing a street, parking lot or pedestrian walkway;

E. “Business frontage” means the lineal frontage of a building or portion thereof devoted to a specific business and having an entrance open to the general public;

F. “Corner sign” means a sign that is placed on a lot so as to be visible from two public streets;

G. “Freestanding sign” means a sign on a frame, pole or other support structure which is not attached to any building or permanent structure;

- H. “Frontage” means the single full surface of a building facing a given direction;
- I. “Incidental sign” means a sign, other than a temporary or lawn sign, which does not require a permit;
- J. “Lawn sign” means a temporary freestanding sign made of rigid materials;
- K. “Permanent sign” means a sign attached to a building, structure or the ground in some manner, having a sign face area of four square feet or more and made of materials intended for more than short-term use;
- L. “Projecting sign” means a sign attached to and projecting out from a building face or wall and generally at right angles to the building;
- M. “Readerboard sign” means a sign which can accommodate changeable copy;
- N. “Sandwich board sign” means a sign not supported by a structure in the ground, nor attached to or erected against a structure, and capable of being moved;
- O. “Sign” means any identification, description, illustration, symbol or device which is affixed upon a building, structure or land and whose primary purpose is to convey a message;
- P. “Site frontage” means the length of the property line parallel to and along each public right-of-way;
- Q. “Temporary sign” means a sign, such as a banner, not permanently attached to a building, structure or the ground and posted for no longer than seventy-two hours, without a special events permit, or authorized under an approved sign permit;
- R. “Undeveloped site” means a lot with no permanent structure which contains a use permitted by the zone in which it is located;
- S. “Wall graphic” means a painting or other graphic art technique which is applied directly to the wall or face of a building or structure;
- T. “Wall sign” means a sign attached to or erected against the wall of a building with the sign face in a parallel plane of the building wall;
- U. “Window sign” means a sign permanently painted on, etched on or affixed to the window pane of a building. (Ord. 89-29 § 1; Ord. 88-1 § 1; Ord. 86-16 § 1 (90); Ord. 86-04 § 1 (90))

SECTION 4

To Amend TITLE 17 ZONING

Chapter 17.22 Limited Commercial (C1) Zone

17.22.040 Prohibited uses.

In a C1 zone the following uses are prohibited:

- A. Amusement arcade;
- B. Drive-in restaurant, formula food restaurant, or mobile food vending wagon, except those operating under the terms of a special events permit;
- C. Other drive-in facilities such as a car wash;
- D. Private parking lot. (Ord. 97-13 § 3; Ord. 94-06 § 2; Ord. 88-12 § 2; Ord. 79-4 § 1 (3.080)(2a))

SECTION 5

To Amend TITLE 17 ZONING

Chapter 17.90 General Requirements and Regulations

17.90.150 Outdoor merchandising.

A. Purpose. The purpose of this section is to ensure that certain commercial activities are carried out in a manner that is aesthetically compatible with adjacent uses, minimizes congestion in commercial areas, minimizes impact on pedestrian circulation and maintains open space areas designed for pedestrian use.

B. All uses in the C1, C2 and RM zones shall be conducted entirely within a completely enclosed building except that the outdoor storage, display, sale or rental of merchandise or services may be permitted where the standards of subsection D of this section are met. The following uses and activities, subject to applicable conditions, are exempt from this prohibition:

1. The sale of living plant materials and cut flowers;
2. Outdoor seating in conjunction with a restaurant;
3. ~~Christmas~~ Holiday tree sales lot;
4. The dispensing of gasoline at a service station;
5. Newspaper vending machines subject to subsection (E)(1) of this section;
6. The sale of goods and services by a nonprofit organization are subject to Chapter 04.01.130 ~~to subsection (E)(2) of this section~~;
7. Automatic teller machines, subject to the design review requirements of Chapter 17.44;
8. Telephone booths, subject to the design review requirements of Chapter 17.44;
9. Live music and other outdoor performances, subject to Chapter 04.01.130 ~~subsection (E)(3) of this section~~; and
10. Farmers' market, subject to Chapter 04.01.130 ~~subsection (E)(4)~~.

C. The prohibition on the outdoor storage or display of merchandise in conjunction with a commercial use applies to the general type of merchandise which is sold within the business premises, not just specific merchandise styles or brands.

D. The outdoor storage, display, sale or rental of merchandise or services may be permitted where:

1. The outdoor area in which the merchandise or service is stored, displayed, sold or rented is accessible only through a building entrance; or
2. The outdoor area is screened from a public street or adjacent property in a manner approved by the design review board; or
3. The outdoor activity is permitted through a special event permit.

E. ~~The following additional requirements are applicable to certain types of outdoor merchandising:~~

~~1. Newspaper vending machines: Newspaper vending machines, placed on a public sidewalk, shall be located so that the use of the sidewalk by handicapped persons is not impeded. This standard shall be met by maintaining a minimum, unobstructed sidewalk width of four feet.~~

~~2. Nonprofit organization sales: The sale is authorized by a site specific use permit granted by the city manager after finding that:~~

~~a. The sale has the approval of the owner or lessee of the property on which it is to take place;~~

~~b. The sale will be located in a manner that will not interfere with pedestrian or vehicular traffic;~~

~~c. The sale will not interfere with the operation of adjacent businesses;~~

~~d. The sale shall be held no more than twice a year; and~~

~~e. The sale shall be for a specified period of time. The duration of the sale shall not exceed one day.~~

~~3. Live music or outdoor performances: The music or outdoor performance complies with the following:~~

~~a. The event has the approval of the property owner or lessee of the property;~~

~~b. The location of the music will not interfere with pedestrian traffic or the operation of adjacent businesses;~~

~~c. Where the music is proposed to be amplified by electronic means, the location is appropriate;~~

~~d. The hours proposed for the live music are appropriate to the location; and~~

~~e. The live music will be for a specified period of time.~~

~~4. Farmers' market: The farmers' market is approved by a site specific authorization made by the city manager after finding that the following standards are met:~~

~~a. The location will not unduly interfere with pedestrian or vehicular traffic;~~

~~b. The location will not unduly interfere with the operation of adjacent businesses;~~

~~c. The farmers' market is conducted for a specified period of time, including hours of operation; and~~

~~—d.— The farmers’ market is limited to food, specific food related items and cut flowers.~~

F. For the purposes of this section, the free distribution of merchandise with a special events permit, is not considered outdoor merchandising ~~and is prohibited~~.

ADOPTED by the Common Council of the City of Cannon Beach this 4th day of May 2021, by the following roll call vote:

YEAS:

NAYS:

EXCUSED:

Sam, Steidel, Mayor

Attest:

Approved as to Form:

Bruce St. Denis, City Manager

Ashley Driscoll, City Attorney



CANNON BEACH CITY COUNCIL

STAFF REPORT

CONSIDERATION OF RESOLUTION 21-13 FOR THE PURPOSE OF APPROVING INCREASES AND DECREASES TO THE FY 2020-2021 BUDGET BY MAKING AN INTRAFUND TRANSFER OF APPROPRIATIONS IN THE BUILDING OFFICIAL FUND

Agenda Date: May 4, 2021

Prepared by: Jeff Adams, PhD
Community Development Director

BACKGROUND

Background

Cannon Beach Building Department functions out of the Building Official Fund under the Annual Budget. After the successful recent conversion to the state's E-Permitting software, the credit card fee costs, posted to the Building Official Fund, were inadvertently left out of the materials and services category for FY 20/21, causing a deficit for around \$10,000 over the past year.

The Building Official has also been providing the City of Astoria with services, over the past year and half, often above and beyond the shared service agreements with the City of Manzanita and Seaside. The Building Official has averaged nearly seventy hours in Astoria each month, often burning early morning, late evening and weekend hours to review plans and keep up on inspections. This commitment and excellent service to the Cannon Beach Community and our neighbors, has been rewarded with a bonus, that was previously discussed in FY 19/20 and brought to fruition this year, but not budgeted for. The requested contingency is to off-set these two expenditures in the Building Official Fund of FY 20/21.

Recommendation

Staff recommends Council adopt Resolution 21-13.

Recommended motion:

"I move to approve Resolution 21-13 for the purpose of approving increases and decreases to the fy 2020-2021 budget by making an intrafund transfer of appropriations in the building official fund"

List of Attachments

A: Cannon Beach Draft Resolution 21-13

BEFORE THE CITY OF CANNON BEACH

FOR THE PURPOSE OF APPROVING INCREASES) RESOLUTION NO. 21-13
AND DECREASES TO THE FY 2020-2021 BUDGET)
BY MAKING AN INTRAFUND TRANSFER OF AP-)
PROPRIATIONS)

WHEREAS, the Building Official Fund did not anticipate paying out an employee bonus this fiscal year ending June 30, 2021 and it was not included in the current year budget estimates; and

WHEREAS, a bonus plus benefits was paid in the amount \$9,575 during the year; and

WHEREAS, the bonus paid out will cause the personnel services category to be over budget by year end; and

WHEREAS, the new e-permitting software calculates the amount of credit card fee costs which are posted to the Building Official Fund; and

WHEREAS, these cost estimates were inadvertently left out of the materials and services category for fiscal year ending June 30, 2021; and

WHEREAS, it is anticipated credit card processing fees will be \$10,000 this year; and

WHEREAS, the credit card fees paid will cause the materials and services category to be over budget by year end; and

WHEREAS, the use of contingency to increase spending authority is allowed under Oregon Budget Law; and

WHEREAS, contingency can be used to increase the personnel services budget by \$9,575 and the materials and services budget by \$10,000 and reduce the balance of contingency by \$19,575 so as to not over-expend the budget; and

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Cannon Beach hereby adopts the following FY 2020-2021 budget changes to the Building Official Fund.

Building Official Fund	Adopted Budget	Changes	Amended Budget
Total Resources	\$ 339,455	0	\$ 339,455
Building Official Program	210,002	19,575	\$229,577
Contingency	129,453	(19,575)	109,878
Total Expenditures	<u>\$ 339,455</u>	<u>0</u>	<u>\$ 339,455</u>

This resolution is effective May 4, 2021.

Passed by the Common Council of the City of Cannon Beach this 4th day of May, 2021, by the following role call vote:

YEAS:

NAYS:

EXCUSED:

Sam Steidel, Mayor

Attest:

Bruce St. Denis, City Manager

DRAFT



CANNON BEACH CITY COUNCIL

STAFF REPORT

CONSIDERATION OF RESOLUTION 21-14 FOR THE PURPOSE OF ESTABLISHING A BUILDING CODE FEE RESOLUTION

Agenda Date: May 4, 2021

Prepared by: Jeff Adams, PhD
Community Development Director

BACKGROUND

Earlier tonight you were presented with Ordinance 21-03 which removed the Community Development fees from the municipal code. Now I am presenting Resolution 21-14 which establishes the Community Development fees in Resolution form.

ANALYSIS/INFORMATION

It is the City's intent to review fees annually, and should revisions need to be made, it is more efficient to do so through the Resolution process. This Resolution is for the building code fee section of Community Development. Planning Fees were approved earlier this year in Resolution format by Resolutions 21-07 and 21-10.

RECOMMENDATION

Staff recommends Council adopt Resolution 21-14.

Recommended motion:

"I move to approve Resolution 21-14 for the purpose of establishing a building code fee Resolution"

List of Attachments

A. Draft Resolution 21-14

BEFORE THE CITY OF CANNON BEACH

FOR THE PURPOSE OF ESTABLISHING A BUILDING) RESOLUTION NO. 21-14
CODE FEE RESOLUTION)
)

INTENT AND PURPOSE. The intent and purpose of this Resolution is to establish Community Development – Building Codes fee in Resolution form.

WHEREAS, during the transition to the state’s e-permitting system, Accela, the Cannon Beach City Council adopted Ordinance 20-11 which included Community Development fees; and

WHEREAS, because Community Development fees are reviewed yearly and therefore may require annual adjustment the Council adopted Ordinance 21-03 removing the fees from the municipal code and allowing the Council to review and revise fees annually by resolution.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Cannon Beach:

1. Adopts the following fees in Exhibit A for building code applications.
2. This resolution is effective when Ordinance 21-03 takes effect.

PASSED by the Common Council of the City of Cannon Beach this 4th day of May 2021, by the following roll call vote:

YEAS:

NAYS:

EXCUSED:

Sam Steidel, Mayor

Attest:

Bruce St. Denis, City Manager



City of Cannon Beach Proposed Fee Schedule Exhibit A

COMMUNITY DEVELOPMENT - BUILDING CODES

A. Structural Permit Fees

Construction values shall include all labor and material, but shall exclude the cost of the land. This section covers Residential and Commercial Structural, Commercial Mechanical, Alarm, and Fire Suppression Systems. All structural permits use valuation as determined by the International Code Council Valuation Data Table current as of April 1 of each year, when applicable as per OAR 918-050-0000 and OAR 918-309-0020 through 0070.

New One and Two-Family Dwelling Permits

\$1 - \$2250	\$75
\$2,251-\$9,750.....	\$75.00 for the first \$2,251 plus \$3.00 for each additional \$100, or fraction thereof
\$9,751-\$19,500.....	\$300.00 for the first \$9,751 plus \$2.50 for each additional \$100 or fraction thereof
\$19,501-\$96,830.....	\$543.75 for the first \$19,501 plus \$1.75 for each additional \$100 or fraction thereof
\$96,831 & up	\$1897.03 for the first \$96,831 plus \$1.00 for each additional \$100 or fraction thereof

Commercial Structural/Mechanical/Fire Suppression and Alarm, Multi-Family and Industrial Permits and all Other Residential Construction

\$1 - \$500	\$106
\$501-\$2,000.....	\$106.00 for the first \$500 plus \$3.32 for each additional \$100, or fraction thereof
\$2,001-\$25,000.....	\$155.80 for the first \$2,000 plus \$13.26 for each additional \$1,000 or fraction thereof
\$25,001-\$50,000.....	\$460.78 for the first \$25,000 plus \$9.95 for each additional \$1,000 or fraction thereof
\$50,001-\$100,000.....	\$709.53 for the first \$50,000 plus \$6.64 for each additional \$1,000 or fraction thereof
\$100,001 & up	\$1041.53 for the first \$100,000 plus \$5.53 for each additional \$1,000 or fraction thereof

Other Structural Fees

Structural Plan Review	75% of building permit fee
Additional Plan Review (when applicable) 30 minute minimum	\$54/hour
Fire and Life Safety Review	50% of building permit fee
Reinspection – per each.....	\$106
Each additional inspection, above allowable – per each	\$106
Inspection for which no fee is specifically indicated (as required) – one hour minimum.....	\$106/hour
Inspection outside of normal business hours – hourly, 2 hour minimum	\$106/hour
Deferred Submittal Plan Review Fee.....	65% of the building permit fee calculated using the valuation of the deferred portion with a \$250 minimum (in addition to standard plan review fees)
Phased Project Plan Review Fee	\$315 minimum plus 10% of total project building permits, not to exceed \$1500 for each phase. In addition to standard plan review fees.
Structural Demolition – complete demolition, not subject to State Surcharge	\$106
Structural Minimum Permit fee	\$106

B. Residential Fire Suppression Permit Fees – Standalone 13R, fee includes plan review

(See Plumbing Fee Section for Multi-Purpose/Continuous Loop System 13D)

Square footage of the residential structure to be covered:

Up to 2,000 square feet	\$400
2,001 – 3,600 square feet	\$500
3,601 – 7,200 square feet	\$650
Greater than 7,201 square feet	\$800
Commercial Fire Suppression.....	Fee as per Structural Permit Fee Table by Valuation

C. Solar Structural Installation Permits

Solar Permit - Prescriptive Path System, fee includes plan review \$250

Solar Permit – Non-Prescriptive Path System

Fee as per Structural Permit Fee table by valuation to include the solar panels, racking, mounting elements, rails and the cost of labor to install. Solar electrical equipment including collector panels and inverters shall be excluded from the Structural Permit valuation.

D. Investigation Fees

Actual or average cost may include supervision, overhead, equipment, and/or rate/wage of the employee(s) involved. Applicable to all disciplines.

Investigation fee – hourly \$106/hour, minimum of two hours

E. Manufactured Dwelling Placement Permit Fees

Placement fee includes concrete slab, runners or foundation when prescriptive, electrical feeder, plumbing connections and all cross-over connections, first 30 linear feet of site utilities. New electrical services or additional branch circuits, and new plumbing-may require separate permits. All decks 30" above ground, carports, garages, porches and patios are based on valuation and may also require separate permits. See Structural Schedule by valuation for non-dwelling modular placements.

Manufactured Dwelling Placement fee	\$202
Earthquake resistant bracing system (when not part of original dwelling installation)	\$126
Manufactured Dwelling Cabana	Requires separate structural permit – See Structural Permit Schedule
State of Oregon Manufactured Dwelling Fee	\$30

F. Manufactured or RV Park Development Permit Fees

The Area Development Permit fee to be calculated based on the valuations shown in Table 2 of OAR 918-600-0030 for Manufactured Dwelling/Mobile Home Parks and Table 2 of OAR 918-650-0030 for Recreational Park and Organizational Camp and applying the valuation amount to Table 1 as referenced for each.

G. Mechanical Permit Fees

Minimum Fee	\$106
Air Handling Unit	\$41 per appliance
Air Conditioning Unit	\$56 per appliance
Alteration of Existing HVAC System	\$41 per appliance
Attic/Crawl Space Fans.....	\$28 per appliance
Chimney/liner/flue/vent	\$45 per appliance
Clothes dryer exhaust	\$41 per appliance
Decorative Gas Fireplace	\$41 per appliance
Evaporative Cooler other than portable	\$73 per appliance
Floor furnace, including vent	\$56 per appliance
Flue vent for water heater or gas fireplace	\$41 per appliance
Furnace – greater than 100,000 BTU.....	\$65 per appliance
Furnace – up to 100,000 BUT	\$56 per appliance
Furnace/burner including duct work/vent/flue	\$56 per appliance
Gas or wood fireplace insert	\$41 per appliance
Gas fuel piping outlets (one to four)	\$23
Gas fuel piping outlets (more than four)	\$7 each
Heat pump	\$73 per appliance
Hood served by mechanical exhaust, including ducts for hood	\$41 per appliance
Mini-split system	\$73 per appliance
Range hood/other kitchen equipment	\$41 per appliance
Suspended heater, recessed wall heater or floor-mounted unit heater	\$56 per appliance
Ventilation fan connected to a single duct	\$28 per appliance
Ventilation system not part of heating or AC system authorized by a permit	\$41 per appliance
Wood/pellet stove	\$41 per appliance
Other fuel appliance	\$41 per appliance
Other heating/cooling	\$41 per appliance
Other environment exhaust/ventilation	\$41 per appliance
Water Heater	\$41 per appliance

Other Mechanical Fees

Mechanical Plan Review (when applicable)	35% of Mechanical Permit Fee
Additional Plan Review (when applicable, 30 minute minimum)	\$54/hour
Re-Inspection – per each	\$106
Each additional inspection over the allowable – per each	\$106
Inspections –Mechanical, Outside of Normal Business Hours (minimum charge 2 hours)	\$106/hour
Inspections – Mechanical, for which no fee is specifically indicated (minimum charge 1 hour)	\$106/hour
Investigation Fee – Mechanical	See Structural Investigation Fees
Minimum Mechanical Permit Fee	\$106

H. Plumbing Permit Fees

New One and Two-Family Dwellings

Includes one kitchen, first 100 feet of each of site utilities, hose bibbs, icemakers, underfloor low-point drains and rain drain packages that include the piping, gutters, downspouts and perimeter systems. Half-baths counted as whole.

One Bathroom, One Kitchen	\$360
Two Bathrooms, One Kitchen	\$393
Three Bathrooms, One Kitchen	\$443
Each additional bathroom, half bathroom > 3, kitchen >1	\$52
Each additional 100 feet of sanitary, storm and water service or fraction thereof	\$45
Stormwater retention/detention tank facility	\$94
Swimming Pool Piping	\$62
Alternative Potable Water Heating System	\$65
All other plumbing fixtures, appliances or appurtenances (each)	\$28

All Other and Existing Residential Additions/Remodels or Alterations

Residential Minimum Fee	\$106
Plumbing fixtures, appliances, appurtenances (each)	\$28
Water service, storm or sanitary sewer (first 100 feet)	\$82
Each additional 100 feet of sanitary, storm and water service or fraction thereof	\$45

Commercial, Multi-Family and Industrial

New, additions, remodels and alterations

Commercial Minimum Fee	\$175
Plumbing fixtures, appliances, appurtenances (each)	\$28
Water service, storm or sanitary sewer (first 100 feet)	\$82
Each additional 100 feet of sanitary, storm and water service or fraction thereof	\$45

Commercial Medical Gas Installation

Fee based on installation costs and system equipment, including but not limited to inlets, outlets, fixture and appliances.

\$1 – 5000	\$106
\$5001 – 10,000	\$106 for the first \$5,000 plus \$3.20 for each additional \$100 or fraction thereof
\$10,001 – 100,000	\$266 for the first \$10,000 plus \$10.99 for each additional \$1,000 or fraction thereof
\$100,001 and above	\$1,255.10 for the first \$100,000 plus \$7.80 for each additional \$1,000 or fraction thereof

Residential Fire Suppression

Multipurpose/Continuous Loop System 13D, fee includes plan review (See Structural Fee Section for Standalone System 13R)

Square footage of the residential structure to be covered:

Up to 2,000 square feet	\$250
2,001 – 3,600 square feet	\$300
3,601 – 7,200 square feet	\$350
Greater than 7,201 square feet	\$400

Other Plumbing Fees

Plumbing Plan Review (when applicable)	35% of Mechanical Permit Fee
Additional Plan Review (when applicable, 30 minute minimum)	\$54/hour
Re-Inspection – per each	\$106
Each additional inspection over the allowable – per each	\$106
Inspections – Plumbing, Outside of Normal Business Hours (minimum charge 2 hours)	\$106/hour
Inspections – Plumbing, for which no fee is specifically indicated (minimum charge 1 hour)	\$106/hour
Investigation Fee – Plumbing	See Structural Investigation Fees
Minimum Plumbing Permit Fee	\$106

I. Re-instatement of Expired Permits

Subject to state surcharge.

Expired permits not yet 12 months past their expiration date (Each code discipline) ... ½ the original permit fee or \$212, whichever is greater.

Expired permits over one year past their expiration date New application with current valuation fees.

Expired permits lacking only the final inspection\$106

However, in the event the governing code has been updated, additional cost and requirements may be necessary.

J. Permit Extension Fees

Extension of permits shall be requested in writing with justifiable cause demonstrated. Extension requests must be received prior to the expiration of the date of permits. Not subject to State Surcharge.

Residential extension fee (includes each code discipline) \$106

Commercial extension fee (includes each code discipline) \$106

NOTE: It is not the responsibility of the City of Cannon Building Department to notify the permit holder of expiration dates.

K. Miscellaneous Fees

Temporary Certificate of Occupancy, Residential, Maximum 30 days (No charge for permanent certificates) \$200

Temporary Certificate of Occupancy, Commercial, Maximum 30 days (No charge for permanent certificates) \$200

Change of Use or Change of Occupancy permit fee, when no structural work is proposed\$126



CANNON BEACH CITY COUNCIL

STAFF REPORT

CONSIDERATION OF RESOLUTION 21-15 FOR THE PURPOSE OF APPROVING INCREASES AND DECREASES TO THE FY 2020-2021 BUDGET BY MAKING AN INTRAFUND TRANSFER OF APPROPRIATIONS IN COMMUNITY DEVELOPMENT

Agenda Date: May 4, 2021

Prepared by: Jeff Adams, PhD
Community Development Director

BACKGROUND

Background

Cannon Beach Community Development Department is working with the Columbia Reiver Estuary Study Taskforce (CREST) and Cannon Beach stakeholders to find an ecological and equitable solution to the Ecola Creek North Bank erosion issue.

The recent Foredune Management Comprehensive Plan and Ordinance Update that made its way through the public process to adoption, once again brought up a desire by many members of the community, appointed and elected officials to find a pathway to resolving the instability of the area, through some other means than grading or other temporary measures. It appears that a more lasting solution may only be achieved through a community solution that brings the various community stakeholders together to work with environmental engineers and specialists to develop strategies that might mitigate the ever-changing dynamics of this important estuary.

Denise Lofman, Director of the Columbia River Estuary Study Taskforce (CREST), provided an update on the project of stabilizing the Ecola North Bank at last month's work session. She suggested a path forward for funding through a FEMA Natural Hazard Mitigation grant, involving a two-phased approach to address the erosion issues, by building a community plan through stakeholder engagement, weighing environmentally engineered solutions.

The CDD is asking to amend the budget to accommodate support the Phase I preliminary work by CREST, which allows for a \$15,000 matching fund amount towards the FEMA project.

Recommendation

Staff recommends Council adopt Resolution 21-15.

Recommended motion:

"I move to approve Resolution 21-15 for the purpose of approving increases and decreases to the FY 2020-2021 budget by making an intrafund transfer of appropriations in Community Development"

List of Attachments

- A. Draft Resolution 21-15

BEFORE THE CITY OF CANNON BEACH

FOR THE PURPOSE OF APPROVING INCREASES) RESOLUTION NO. 21-15
 AND DECREASES TO THE FY 2020-2021 BUDGET)
 BY MAKING AN INTRAFUND TRANSFER OF AP-)
 PROPRIATIONS)

WHEREAS, the Ecola Creek Estuary is an important part of the Cannon Beach landscape, playing a prominent role in the City's cultural history and central to its environmental legacy; and

WHEREAS, many attempts have been made to stabilize the north bank of Ecola Creek in order to resolve the instability of the area; and

WHEREAS, a more lasting solution to the erosion issues is needed and a funding opportunity has been presented to the city through a FEMA Natural Hazard Mitigation grant by CREST (Columbia River Estuary Study Taskforce) and work by CREST is underway to secure the grant funding for Phase I; and

WHEREAS, the grant requires a 25% match and the city and Breakers Point have agreed to each contribute \$15,000 which satisfies the grant requirement; and

WHEREAS, contingency will be used to amend the Community Development Department budget and increase expenditures in the amount of \$15,000 for the purpose of funding half the match amount; and

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Cannon Beach hereby adopts the following FY 2020-2021 budget changes to the Community Development Department of the General Fund.

General Fund	Adopted Budget	Changes	Amended Budget
Executive	\$ 622,878		\$ 622,878
Community Development	500,705	15,000	515,705
Public Works	552,630		552,630
Public Safety	1,702,600		1,702,600
Emergency Management	321,394		321,394
Non Departmental - Materials and Services	609,603		609,603
Non Departmental -Transfers Out	415,053		415,053
Non Departmental - Contingency	493,972	(15,000)	478,972
Total Expenditures	\$ 5,218,835	0	\$ 5,218,835

Passed by the Common Council of the City of Cannon Beach this 4th day of May 2021, by the following role call vote:

YEAS:
 NAYS:
 EXCUSED:

 Sam Steidel, Mayor

Attest:

 Bruce St. Denis, City Manager



CANNON BEACH COMMUNITY DEVELOPMENT

163 E. GOWER ST.

PO Box 368

CANNON BEACH, OR 97110

STAFF REPORT

CONSIDERATION OF RESOLUTION 21-16 FOR THE PURPOSE OF ADOPTING THE 2021 CLATSOP COUNTY MULTI-JURISDICTIONAL NATURAL HAZARDS MITIGATION PLAN

Agenda Date: May 4, 2021

Prepared by: Jeff Adams, PhD
Community Development Director

BACKGROUND

In 2018, the City of Cannon Beach began a multi-jurisdictional project with Clatsop County, area jurisdictions and participating agencies in preparation and planning for the threat of natural hazards. This multi-jurisdictional, multi-year effort brought forth an updated regional plan for minimizing potential impacts from these natural born disasters.

These plans are in accordance with the Disaster Mitigation Act of 2000 and will serve the community as a roadmap for the next five-years, in building resiliency and improving projects that will support the entire region. By working with our regional agencies, the City of Cannon Beach will now be eligible for the Federal Emergency Management Agency's (FEMA) pre- and post-disaster mitigation funding streams and have a plan that can leverage regional support when applying for federal dollars.

Recommendation

Staff recommends Council adopt Resolution 21-16.

Recommended motion:

"I move to approve Resolution 21-16 for the purpose of adopting the 2021 Clatsop County Multi-jurisdictional Natural Hazards Mitigation Plan"

Attachments

A: Draft Resolution 21-16

B: Link to [2021 Clatsop County Multi-Jurisdictional Hazards Mitigation Plan](#).

BEFORE THE CITY OF CANNON BEACH

FOR THE PURPOSE OF ADOPTING THE 2021) RESOLUTION NO. 21-16
CLATSOP COUNTY MULTI-JURISDICTIONAL)
NATURAL HAZARDS MITIGATION PLAN)

WHEREAS, natural hazards threaten life, businesses, property, and environmental systems in the City of Cannon Beach and throughout Clatsop County; and

WHEREAS, an understanding of the nature, extent, and potential impacts of natural hazards is the foundation for developing strategies to reduce or eliminate those impacts; and

WHEREAS, natural hazards mitigation planning is the process through which such understanding and strategies are developed and a process for implementation is established in the City of Cannon Beach and throughout Clatsop County; and

WHEREAS, it is in the interest of Clatsop County and the cities and special districts located therein to undertake natural hazards mitigation planning and implementation together as coordinated planning strengthens communities and better serves all; and

WHEREAS, Clatsop County and the Cities of Astoria, Cannon Beach, Gearhart, Seaside and Warrenton previously prepared, implemented, and updated multi-jurisdictional natural hazards mitigation plans in accordance with the Disaster Mitigation Act of 2000. These plans were each approved by the Federal Emergency Management Agency (FEMA) for a period of five years; and

WHEREAS, the Port of Astoria, Clatsop Community College, Seaside School District, Sunset Empire Transportation District, Cannon Beach Rural Fire Protection District, Lewis and Clark Rural Fire Protection District, Knappa-Svensen-Burnside Rural Fire Protection District, Arch Cape Domestic Water Supply District, Arch Cape Sanitary District, and Falcon Cove Beach Domestic Water Supply District, each participated updating the 2021 Clatsop County Multi-Jurisdictional Natural Hazards Mitigation Plan in accordance with the Disaster Mitigation Act of 2000, thereby developing their first natural hazards mitigation plans; and

WHEREAS, the 2015 Clatsop County Multi-Jurisdictional Natural Hazards Mitigation Plan is the most recent and expired on July 23, 2020; and

WHEREAS, having a natural hazards mitigation plan developed in accordance with the Disaster Mitigation Act of 2000 and approved by FEMA is a prerequisite for local government eligibility for certain federal pre- and post-disaster mitigation funds; and

WHEREAS, adoption of the updated 2021 Clatsop County Multi-Jurisdictional Natural Hazards Mitigation Plan is required for FEMA approval of the 2021 Clatsop County Multi-Jurisdictional Natural Hazards Mitigation Plan and restored eligibility for certain federal pre- and post-disaster mitigation funds; and

WHEREAS, adoption of the updated 2021 Clatsop County Multi-Jurisdictional Natural Hazards Mitigation Plan demonstrates the City of Cannon Beach's commitment to reducing or eliminating the potential impacts of natural hazards and to achieving the Plan's goals.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Cannon Beach:

1. The City of Cannon Beach Common Council hereby adopts the recitals above in support of this resolution.
2. The City of Cannon Beach Common Council hereby adopts the Clatsop County Multi-Jurisdictional Natural Hazards Mitigation Plan.

PASSED by the Common Council of the City of Cannon Beach this 11th day of May 2021, by the following roll call vote:

YEAS:

NAYS:

EXCUSED:

Sam Steidel, Mayor

Attest:

Bruce St. Denis, City Manager



CANNON BEACH CITY COUNCIL

STAFF REPORT

CONSIDERATION OF PROCLAMATION 21-07; EMERGENCY MEDICAL SERVICES WEEK, MAY 16-22, 2021

Agenda Date: May 4, 2021

Prepared by: Jason Schermerhorn, Police Chief

BACKGROUND

Representatives from Emergency Medical Services are asking that cities across the country, including the City of Cannon Beach, adopt a proclamation to designate the week of May 16-22, 2021, as "Emergency Medical Services Week".

The purpose of this endeavor is to increase public awareness and recognize the importance of Emergency Medical Service Teams. Emergency Medical Service is a vital public service and it is important to recognize the value and the accomplishments of emergency medical services providers.

This is the 46th annual National EMS week. This year's theme is Caring for our Communities. This theme is particularly meaningful now, to remind people that every day we are still there to respond, support, and care for the needs of our communities.

RECOMMENDATION

Staff recommends that Council adopt the proclamation.

Suggested motion:

"I move to adopt Proclamation 21-057, Emergency Medical Services Week".

List of Attachments

A Proclamation 21-07; Emergency Medical Services Week May 16-22, 2021

BEFORE THE CITY OF CANNON BEACH

FOR THE PURPOSE OF DESIGNATING THE WEEK OF) PROCLAMATION NO. 21-07
MAY 16-22, 2021 AS EMERGENCY MEDICAL)
SERVICES WEEK)

WHEREAS, emergency medical services (EMS) is a vital public service; and

WHEREAS, the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS, the emergency medical services system consists of first responders, emergency medical technicians, paramedics, firefighters, police officers, educators, administrators, emergency nurses, emergency physicians, trained members of the public and other out of hospital medical care providers; and

WHEREAS, the EMS professionals on the frontline of the COVID-19 crisis are planning, adapting and responding every day to take care of their citizens and communities; and

WHEREAS, the EMS theme, 'Caring for Our Communities' is particularly meaningful now, to remind people that every day we are still there to respond, support, and care for the needs of our communities; and

WHEREAS, the City of Cannon Beach seeks to recognize the selfless calling that makes EMS so vital while also recognizing the value and accomplishments of EMS providers.

NOW THEREFORE, the Common Council of the City of Cannon Beach, in recognition of this event do hereby proclaim the week of May 16-22, 2021, as

EMERGENCY MEDICAL SERVICES WEEK

PASSED by the Common Council of the City of Cannon Beach this 4th day of May 2021, by the following roll call vote:

YEAS:
NAYS:
EXCUSED:

Sam Steidel, Mayor

Attest:

Bruce St. Denis, City Manager

CITY OF CANNON BEACH
APPLICATION FOR CITY COMMITTEE, BOARD, OR COMMISSION

Applicant Name: <u>DARRYL KOMESU</u> Mailing Address: _____ Telephone (Home): _____ Alt. Telephone: _____ Email Address: <u>C</u> _____	Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal
---	---

Which Committee, Board, or Commission would you like to serve upon (see full qualifications required for each Committee on reverse)? Submit completed application questionnaire with this application.

<input checked="" type="checkbox"/> Budget Committee (must provide copy of voter registration card with application)	<input type="checkbox"/> Parks & Community Services Committee
<input type="checkbox"/> Design Review Board	<input type="checkbox"/> Planning Commission
<input type="checkbox"/> Emergency Preparedness Committee	<input type="checkbox"/> Public Works
<input type="checkbox"/> Farmers Market Committee	<input type="checkbox"/> Tourism and Arts Commission (TAC) (see specific requirements in Municipal Code Chapter 2.32.040 D)

Please indicate which committee(s) you are already a member of: _____

If you are applying for more than one committee, are you willing to serve on both? If not, indicate your order of preference for service:

Applicants must have resided within the city or its urban growth boundary during the one year immediately preceding appointment; or at the time of appointment, shall have owned real property located within the city or its urban growth boundary for at least one year immediately preceding appointment. **Note:** Tourism and Arts Commission applicants are not required to reside in Cannon Beach and are eligible if he or she has worked, at least part-time, within the City of Cannon Beach for at least one year immediately preceding appointment. Do you meet this criterion?

YES

Why are you interested in this position? Please use extra sheets as necessary.

SEE ATTACHED SHEET

What knowledge, skills or experience can you bring to this position? Please use extra sheets as necessary.

SEE ATTACHED SHEET

Applicant Signature: Darryl Komesu Date: 4/21/2021



Darryl Komesu

Objective	Applying for a position on the Budget Committee
Why am I Interested?	<p>I am interested in having a detailed understanding of the budget and the underlying assumptions driving the budget.</p> <ul style="list-style-type: none">• I've been a resident of Cannon Beach for 2.5 years, and would like to take an active role in my community. I read all the committee & city council meeting minutes as they are posted to stay abreast of city activities
Knowledge, skills	<ul style="list-style-type: none">• In my almost 30 years of work experience, I have extensive experience in managing budgets, and working with multiple teams to gain consensus on budget & contracts.• I was able to retire at 50 and pay off the mortgage due to my focus on conservative household budgeting and successful investments.
Work Experience	<p>Feb 2013 – Mar 2017 DIRECTV / AT&T El Segundo, CA</p> <p>Technical Project Manager (2013-2017)</p> <ul style="list-style-type: none">• Provided senior management with proposals for Operations budgets (\$6M/yr).• Project Management activities to define & champion Ops responsibilities and processes, manage Ops schedule, set up training, and facilitation with all other groups. <p>Feb 2004 – Dec 2012 Iridium Satellite Phoenix, AZ</p> <ul style="list-style-type: none">• Provided overall project management, technical subject matter leadership, budget (\$2.4M), for data product from development to launch of software releases.• Maintained master program schedule and provide updates to senior management.• Managed and led all vendor program development reviews and verified contract deliverables to ensure on-schedule delivery within contracted budgets. <p>Jul 2001 - Mar 2003 Hughes Network Systems El Segundo, CA</p> <p>Director Performance Mgmt - Spaceway</p> <ul style="list-style-type: none">• Created Concept of Operations development of business & operational procedures. <p>Aug 2000 - Feb 2001 Intersil Phoenix, AZ</p> <p>Product Manager - Broadband Wireless Access Group</p> <ul style="list-style-type: none">• Business development & market requirements for wireless semiconductor products. <p>Aug 1998 - July 2000 Honeywell Phoenix, AZ</p> <p>Program Mgr & Systems Engr – Aviation Information Services</p> <ul style="list-style-type: none">• Responsible for budget (\$2.65M), staffing, and subcontractor technical management. <p>Jan 1990 – Jul 1998 PanAmSat Long Beach, CA</p> <p>Senior Market Support Engineer (1994-1998)</p> <ul style="list-style-type: none">• Supported contract negotiations defining requirements for new and existing customers.
Education:	<p>Loyola Marymount University (1992 – 1994)</p> <ul style="list-style-type: none">• Master of Business Administration - Management Information Systems (MBA-MIS) <p>California State University Long Beach (1984 – 1989)</p> <ul style="list-style-type: none">• Bachelor of Science Electrical Engineering (BSEE)

CITY OF CANNON BEACH
INTERVIEW QUESTIONS FOR
BUDGET, EPREP, FARMERS MARKET, PARKS & COMMUNITY SERVICES OR PUBLIC WORKS
COMMITTEE

<p>Applicant Name: <u>DARRYL KOMESE</u></p> <p>Mailing Address: _____</p> <p>Telephone (Home): _____</p> <p>Alt. Telephone: _____</p> <p>Email Address: _____</p>	<p><u>Type of Application:</u></p> <p><input checked="" type="checkbox"/> Budget Committee</p> <p><input type="checkbox"/> EPREP Committee</p> <p><input type="checkbox"/> Farmers Market Comm.</p> <p><input type="checkbox"/> Parks/Commun. Services</p> <p><input type="checkbox"/> Public Works</p>
---	---

Please answer the questions below and return with your application. Use extra pages as necessary.

1. Have you attended any meetings of this committee?

WATCHED 5/15/2020 BUDGET COMMITTEE ON YOUTUBE RECENTLY

2. Have you read the ordinance defining this committee to understand its purpose and duties?

YES

3. Are you willing to learn and follow the Oregon ethics rules, including those regarding conflict of interest?
<http://www.oregon.gov/ogec/pages/index.aspx> for details.

YES

4. Will you be able to regularly attend the meetings and possible work sessions?

YES

5. What is it about this committee that attracts you?

Being a member of the budget committee would provide me insight into the city budget, and the decision making process around the budget.

6. What would you like to accomplish by being a member of this committee?

I would like to gain a detailed understanding of the budget and the rationale for the decisions driving the budget.

Applicant Signature: Darryl Komesa Date: 4/21/2021

CITY OF CANNON BEACH
APPLICATION FOR CITY COMMITTEE, BOARD, OR COMMISSION

4/12/2021

Applicant Name: <u>Timothy S Ramey</u> Mailing Address: _____ Telephone (Home): _____ Alt. Telephone: _____ Email Address: _____	Received _____ <u>Type of Application:</u> <input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal
--	--

Which Committee, Board, or Commission would you like to serve upon (see full qualifications required for each Committee on reverse)? Submit completed application questionnaire with this application.

<input checked="" type="checkbox"/> Budget Committee (must provide copy of voter registration card with application)	<input type="checkbox"/> Parks & Community Services Committee
<input type="checkbox"/> Design Review Board	<input type="checkbox"/> Planning Commission
<input type="checkbox"/> Emergency Preparedness Committee	<input type="checkbox"/> Public Works
<input type="checkbox"/> Farmers Market Committee	<input type="checkbox"/> Tourism and Arts Commission (TAC) (see specific requirements in Municipal Code Chapter 2.32.040 D)

Please indicate which committee(s) you are already a member of: _____

If you are applying for more than one committee, are you willing to serve on both? If not, indicate your order of preference for service:

Applicants must have resided within the city or its urban growth boundary during the one year immediately preceding appointment; or at the time of appointment, shall have owned real property located within the city or its urban growth boundary for at least one year immediately preceding appointment. **Note:** Tourism and Arts Commission applicants are not required to reside in Cannon Beach and are eligible if he or she has worked, at least part-time, within the City of Cannon Beach for at least one year immediately preceding appointment. Do you meet this criterion? **Yes**

Why are you interested in this position? Please use extra sheets as necessary.

I wish to get involved in the leadership of Cannon Beach and feel this would be a great fit with my extensive business experience

What knowledge, skills or experience can you bring to this position? Please use extra sheets as necessary.

I'll attach my Bio but I am a Chartered Financial Analyst, a small business owner and have worked on Wall Street and Corporate America for 33 years. I am the Treasurer of Chapman Point Homeowners Association. I have served on the board of directors of a public company and have extensive business and budgeting experience.

Applicant Signature:  Date: April 8th 2021



7.12.20.1

CITY OF CANNON BEACH
INTERVIEW QUESTIONS FOR
BUDGET, EPREP, FARMERS MARKET, PARKS & COMMUNITY SERVICES OR PUBLIC WORKS
COMMITTEE

Applicant Name: <u>Timothy S Ramey</u> Mailing Address: _____ Telephone (Home): _____ Alt. Telephone: _____ Email Address: _____	<u>Type of Application:</u> <input checked="" type="checkbox"/> Budget Committee <input type="checkbox"/> EPREP Committee <input type="checkbox"/> Farmers Market Comm. <input type="checkbox"/> Parks/Commun. Services <input type="checkbox"/> Public Works
--	--

Please answer the questions below and return with your application. Use extra pages as necessary.

1. Have you attended any meetings of this committee? Yes

2. Have you read the ordinance defining this committee to understand its purpose and duties? Yes

3. Are you willing to learn and follow the Oregon ethics rules, including those regarding conflict of interest?
<http://www.oregon.gov/ogcc/pages/index.aspx> for details. Yes

4. Will you be able to regularly attend the meetings and possible work sessions? Yes

5. What is it about this committee that attracts you?

The pressing need to manage the finances of Cannon Beach in a Responsible way.

6. What would you like to accomplish by being a member of this committee?

To help our beautiful City be a fiscally sound and strong place to live.

Applicant Signature:  Date: April 8th 2021



Timothy S Ramey, CFA

Food, Beverage and Nutrition Analyst

Timothy Ramey has been an expert in the Food, Beverage and Nutrition industries for the past 33 years. 2014-2019 he was Senior Analyst – Food, Beverage and Nutrition for Pivotal Research Group, New York, NY. Companies under his research coverage include: Balchem Corp; Brown-Forman; Constellation Brands; Flowers Foods; Herbalife Nutrition; Kellogg; Nu Skin; Post Holdings; Tyson Foods and USANA Health Sciences. Tim was a frequent commentator on Food and Beverage stocks for CNBC and Bloomberg TV.



In 2014 Tim was Director of Strategic Ventures for Post Holdings, a multi-billion dollar packaged foods company in St. Louis, MO. He was tasked with driving the acquisition strategy for Post and reporting to legendary CEO and dealmaker Bill Stirtz.

Prior to joining Post, Mr. Ramey served 11 years as Senior Vice President of Equity Research for D.A. Davidson & Co. covering food and beverage. He is an award-winning research analyst receiving many national awards recognizing the strength and accuracy of his research:

- 2013 Thompson/Reuters Starmine ranked #2 stock picker across all sectors
- 2011 ranked #1 in stock picking of all equity analysts (also in 2007)
- 2010 #2 for earnings estimates by Thompson/Reuters among food industry peers
- 2009 named to the *Forbes* "Best Brokerage Analysts" for coverage of the Food sector
- 2008 named the nation's No. 1 analyst (of all sectors) on the *Forbes* "Best Brokerage Analysts"
- 2010 and 2011 *The Wall Street Journal* ranked third among its "Best on the Street" analysts, an honor he has received five times in his career

In 2000 - 2002 Ramey served as Vice-President – Strategy and Corporate Development, Sara Lee Corporation, Chicago, IL. He reported to Sara Lee's CEO and served on its 11-person Executive Management Committee. Tim directed the company's acquisition and internal investment strategies and oversaw the strategic development of new business ventures.

From 1986-2000 Ramey was in New York, 10 years as Director of Food, Wine and Agribusiness Research for Deutsche Bank, and earlier posts at NatWest Securities and Kidder, Peabody & Co. where he began his Wall Street equity research career in 1986.

Ramey served as member of the Board of Directors of NASDAQ-listed Strategic Diagnostics for six years and served as Chairman of the Compensation Committee. More recently, Ramey has served as an expert witness in valuation litigation of food and alcoholic beverage companies. Ramey earned a bachelor's degree in psychology from the University of Washington in 1981 and was awarded the Chartered Financial Analyst designation in 1986. With Kari, his wife of 42 years, the Ramey's own Zenith Vineyard, a highly-acclaimed 133-acre vineyard and winery in Oregon's Willamette Valley.

CITY OF CANNON BEACH

APPLICATION FOR CITY COMMITTEE, BOARD, OR COMMISSION

Applicant Name: <u>Douglas C. Craner</u> Mailing Address: _____ Telephone (Home): _____ Alt. Telephone: _____ Email Address: _____	Type of Application: <input type="checkbox"/> New <input checked="" type="checkbox"/> Renewal
--	---

Which Committee, Board, or Commission would you like to serve upon (see full qualifications required for each Committee on reverse)? Submit completed application questionnaire with this application.

<input type="checkbox"/> Budget Committee (must provide copy of voter registration card with application)	<input type="checkbox"/> Parks & Community Services Committee
<input type="checkbox"/> Design Review Board	<input type="checkbox"/> Planning Commission
<input type="checkbox"/> Emergency Preparedness Committee	<input checked="" type="checkbox"/> Public Works
<input type="checkbox"/> Farmers Market Committee	<input type="checkbox"/> Tourism and Arts Commission (TAC) (see specific requirements in Municipal Code Chapter 2.32.040 D)

Please indicate which committee(s) you are already a member of: Public Works

If you are applying for more than one committee, are you willing to serve on both? If not, indicate your order of preference for service:

Applicants must have resided within the city or its urban growth boundary during the one year immediately preceding appointment; or at the time of appointment, shall have owned real property located within the city or its urban growth boundary for at least one year immediately preceding appointment. **Note:** Tourism and Arts Commission applicants are not required to reside in Cannon Beach and are eligible if he or she has worked, at least part-time, within the City of Cannon Beach for at least one year immediately preceding appointment. Do you meet this criterion?

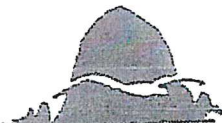
Why are you interested in this position? Please use extra sheets as necessary.

See Attached

What knowledge, skills or experience can you bring to this position? Please use extra sheets as necessary.

See Attached

Applicant Signature: Douglas C. Craner Date: April 18, 2021



Douglas C. Craner
Public Works Committee
Application Continuation Sheet

Why are you interested in this position?

After spending a long career within an agency whose primary focus is development and maintenance of major portions of the nation's infrastructure, I would now like to bring these career and life experiences to this volunteer position and advise/assist the City regarding important decisions in relation to the maintenance, development, continuity and financial costs related to the City's public utilities, facilities and associated services.

What knowledge, skills and experience can you bring to this position?

Education:

- B.S., Political Science, Portland State University
- Juris Doctor, Lewis and Clark Law School
- Masters Certificate, Government Contracting, The George Washington University (Washington, D.C.)

Experience:

30 year career (now retired) as civilian attorney with the U.S. Army Corps of Engineers, Portland District, involving the legal aspects of the development and maintenance of navigation (harbors, jetties, channels), flood control, ecosystem restoration, hydroelectric, and multi-purpose projects and such laws as the Endangered Species Act, Clean Water Act, National Environmental Policy Act, and the procurement/contracting regulations impacting such missions and projects. Additionally, I was the primary attorney/manager for several years regarding obtaining real estate right-of-way and utility relocations to enable these projects.

I also served on the District Project Review Board which monthly reviewed and advised concerning the engineering, construction and expenditure progress of the ongoing and planned projects as these projects moved through the Project Management lifecycle process.

Douglas C. Craner



CANNON BEACH CITY COUNCIL

STAFF REPORT

CONSIDERATION OF APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE CITY OF CANNON BEACH AND THE CANNON BEACH RURAL FIRE PROTECTION DISTRICT

Agenda Date: May 4, 2021

Prepared By: Karen La Bonte, Public Works Director

BACKGROUND

The purpose of this agreement between the Cannon Beach Rural Fire Protection District (RFPD) and the Cannon Beach is to provide annual hydrant flow testing and maintenance.

In the past, hydrant testing has been contracted out and did not include maintenance. Under this agreement, RFPD will compile a comprehensive list of maintenance and repairs for each location while completing the testing. RFPD will complete the necessary maintenance and repairs, and the City will provide all parts. The documented maintenance for each hydrant can be added to the City's GIS mapping system to track historical data for each hydrant location in a digital format.

The original Intergovernmental Agreement was executed in 2020, and an excellent partnership has been cultivated between the City and RFPD. City staff is impressed with the responsiveness and reliability of the RFPD.

RECOMMENDATION

Staff recommends Council approve the IGA with the Cannon Beach Rural Fire Protection District, which will extend this agreement for five more years.

Suggested motion:

"I move to approve the Intergovernmental Agreement between the City of Cannon Beach and the Cannon Beach Rural Fire Protection District, authorizing the City Manager to sign the agreement".

List of Attachments

- A. Intergovernmental Agreement for Services

INTERGOVERNMENTAL AGREEMENT FOR SERVICES

This agreement, by and between Cannon Beach Rural Fire Protection District (RFPD) and City of Cannon Beach made and entered into the 4th day of May, 2021, for the purpose of having Cannon Beach RFPD provide hydrant testing and maintenance for the City of Cannon Beach.

RECITALS

Whereas Oregon Revised Statutes (ORS) Chapter 190 authorizes units of local government to enter into written agreements with other units of local government for any or all of the functions and activities of a municipality to the agreement; and

Whereas, both entities are a duly organized government agencies; and

Whereas, a strong working relationship is an asset to both entities.

AGREEMENT

Now, therefore, in consideration of each entity's performance of the covenants, terms and conditions herein as they run to the benefit of the other, the entities mutually agree:

SECTION 1 - PURPOSE

- 1.1 The purpose of this agreement is for Cannon Beach RFPD to complete hydrant testing and maintenance.
- 1.2 Recognizing the purpose and the spirit with which this agreement is entered into, both entities agree to cooperate, consult, meet and work together in resolving, to the mutual satisfaction of entities, any question or problems which may hereafter arise in connection with the performance of this agreement.

SECTION 2 - TERM

This agreement shall be effective from the date this agreement is signed and remain in effect until five years from the signing date. All amendments to this agreement must be in writing and signed by both entities.

SECTION 3 - SERVICES TO BE PROVIDED BY CANNON BEACH RFPD

Beginning with the effective date of, and for the duration of, this agreement, Cannon Beach RFPD shall provide hydrant testing and maintenance, including but not limited to:

- Flow 100% of hydrants
- Test 25% of hydrants

- Sand blast and paint hydrants needing to be
- Lubricate all hydrants
- Clean landscape away from hydrants where needed
- Provide a report to City of Cannon Beach Public Works of work completed.

SECTION 4 - COSTS

In consideration of the services provided to Cannon Beach Public Works, City of Cannon Beach will pay \$6,000 annually to Cannon Beach RFPD to be paid by June 30th of each year.

SECTION 5- REVIEW, EVALUATION, AND QUALITY ASSURANCE

Both entities shall notify the other as soon as possible of incidents that affect the quality of service delivery under this agreement. Both entities agree to work diligently towards resolving any issues that may arise for the mutual benefit of the entities.

SECTION 6 – LIABILITY/INDEMNITY

- 6.1 To the extent permitted by the Oregon Tort Claims Act and the Oregon Constitution, Cannon Beach RFPD shall defend, indemnify and hold harmless City of Cannon Beach, and each of City of Cannon Beach elected officials, officers, agents and employees, from and against any and all losses, claims, actions, costs, judgments, damages or other expenses resulting from injury to any person (including injury resulting in death) or damage to property (including loss or destruction), of whatever nature, arising out of or incident to the performance of this agreement by Cannon Beach RFPD, including, but not limited to, any acts or omissions of Cannon Beach RFPD officers, employees, agents, volunteers and others, if any, designated by Cannon Beach RFPD to perform services under this agreement.
- 6.2 To the extent permitted by the Oregon Tort Claims Act and the Oregon Constitution, City of Cannon Beach shall defend, indemnify and hold harmless Cannon Beach RFPD, and each of its officers, agents and employees, from and against any and all losses, claims, actions, costs, judgments, damages or other expenses resulting from injury to any person (including injury resulting in death) or damage to property (including loss or destruction), of whatsoever nature, arising out of or incident to the performance of this agreement by City of Cannon Beach, including but not limited to, the acts and omissions of City of Cannon Beach employees, agents, volunteers and others, if any, designated by Cannon Beach RFPD to perform services under this agreement.
- 6.3 This section does not confer any right to indemnity on any person or entity other than the entities, waive any right of indemnity or contribution from any person or entity; or waive any governmental immunity.

- 6.4 The obligations of Cannon Beach RFPD and City of Cannon Beach under this section will survive expiration or termination of this agreement.
- 6.5 Both entities agree to maintain insurance levels or self-insurance in accordance with ORS 30.282, for the duration of this agreement at levels necessary to protect against public body liability as specified in ORS 30.269 to 30.274.

SECTION 7 - NOTICE

Any notice required or allowed to be given by this agreement shall be given by hand delivery or by placing said notice in the United States Mail, first class postage pre-paid, and addressed as follows:

To City of Cannon Beach

City Manager

To Cannon Beach RFPD

Fire Chief

Said notice shall be deemed to be received when hand delivered or, if mailed, three (3) days after said mailing. If the mailing address of either entities changes, notice of the change of address shall be given to the other district in writing.

SECTION 8 – DEFAULT

A entity to this agreement who has cause to believe that the other entity is in default of the terms or conditions of this agreement, shall give the entity alleged to be in default written notice of said default, and allow not less than ten (10) days for the default to be cured. If the default cannot be cured within ten (10) days, it shall be sufficient if the defaulting entity begins addressing the alleged default and continues with its best effort regarding resolution. If the default is not cured within that time or the time reasonably allowed for cure, the following remedies are available to the entities:

- Declare this agreement to be terminated, at which time the provisions of Section 10 of this agreement shall be complied with.
- Bring an action in the Clatsop County Circuit Court to enforce any provision of this agreement.
- Request arbitration of any dispute pursuant to ORS 190.710 to ORS 190.800.

Each of the above remedies is deemed to be cumulative and non-exclusive of any other remedy.

SECTION 9 – TERMINATION

9.1 This agreement may be terminated for cause after the terminating entity has complied with the requirements of Section 8..

9.2 This agreement may be terminated by either entity, without cause, by the terminating entity giving the other entity written notice of its intention to terminate

this agreement. Such notice shall be given at least ninety (90) days prior to the termination of this agreement, although, by mutual consent of the entity, this agreement may be terminated on shorter notice.

SECTION 10 – PERSONNEL

- 10.1 The summer techs shall at all times remain and be employees of Cannon Beach RFPD, subject to the rules and regulations of Cannon Beach RFPD.
- 10.2 Each of the entities shall be deemed an independent contractor for purposes of this agreement. No representative, agent, employee or contractor of one entity shall be deemed to be a representative, agent, employee or contractor of the other entity for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the entities any relationship of principal and agent, partnership, joint venture or any similar relationship, and each entity hereby specifically disclaims any such relationship.

SECTION 11 - ENTIRE AGREEMENT

This written agreement is the entire agreement of the entities hereto regarding the subject matter of this agreement and contains all of the terms and conditions of the agreement between the entities. All prior agreements, understandings or the like, whether written or verbal, are superseded by this agreement and shall be of no force or effect whatsoever. Any amendment to this agreement shall be in writing and signed by the representatives of the entities as duly authorized by the governing body of each entity.

SECTION 12 - EXECUTION

The execution of this agreement by each of the undersigned is done pursuant to the authorization of the governing body of each entity, voted upon in an open meeting in accordance with Oregon Law, and each person executing this agreement hereby certifies that they are authorized to execute this agreement on behalf of City of Cannon Beach and Cannon Beach RFPD. In witness whereof, the entities, through their duly authorized representatives, have executed this Agreement on the date or dates set forth below.

Cannon Beach Fire District

By: _____

Name: Marc Reckmann

Title: Fire Chief

Date: _____

City of Cannon Beach

By: _____

Name: Bruce St. Dennis

Title: City Manager

Date: _____



CANNON BEACH CITY COUNCIL

STAFF REPORT

CONSIDERATION OF A CONTRACTUAL AGREEMENT BETWEEN THE SUNSET EMPIRE TRANSPORTATION DISTRICT AND THE CITY OF CANNON BEACH FOR THE CANNON BEACH SHUTTLE

Agenda Date: May 4, 2020

Prepared by: Bruce St. Denis, City Manager

BACKGROUND

The City of Cannon Beach has had an Intergovernmental Agreement (IGA) with the Sunset Empire Transportation District (SETD) in the past regarding the Cannon Beach Shuttle service. This new agreement will be in effect July 1, 2021 through June 30, 2023.

ANALYSIS/INFORMATION

Working with the City Attorney and Jeff Hazen from SETD revisions were made to section 5. Execution of Work and last paragraph of the agreement. A marked-up version is included as Attachment B. The first year of the agreement the hourly rate will be \$66.00 and the second year of the agreement it will be \$68.00 as shown in Exhibit B. The cost of this program is budgeted in the General Fund in the Community Programs Department. The total program costs for fye 2015, 2016, 2017, 2018, 2019, and 2020 are \$46,742, \$48,428, \$44,591, \$50,327, \$52,722, and \$54,753, respectively. The current year budget amount is \$60,000 and costs incurred through March 2021 are \$33,827. The current year hourly rate is \$66.00.

RECOMMENDATION

Staff recommends Council authorize the City Manager and Mayor to sign the agreement.

Suggested motion:

“I move to adopt the Intergovernmental Agreement with the Sunset Empire Transportation District as presented and authorize the Mayor and City Manager to sign the agreement.”

List of Attachments

- A Contractual Agreement with Sunset Empire Transportation District
- B Contractual Agreement with Sunset Empire Transportation District Marked Up

**INTERGOVERNMENTAL AGREEMENT
FOR THE CANNON BEACH SHUTTLE**

This agreement, when signed by all parties, is made and entered into between Sunset Empire Transportation District, 900 Marine Dr. Astoria, OR 97103, an ORS Chapter 267 entity, hereinafter referred to as “SETD” and the City of Cannon Beach, a political subdivision of the State of Oregon, P.O. Box 368, Cannon Beach, OR 97110, hereinafter referred to as “City”. This Agreement is entered pursuant to ORS Chapter 190 for the provision of augmented transportation services.

1. **Effective Date.** This agreement shall be effective as of July 1, 2021 through June 30, 2023. This agreement supersedes any and all prior agreements between the parties.
2. **General Description of Work.** This Agreement is for services generally described as the Cannon Beach Shuttle, and more particularly described in Exhibit A, Scope of Work.
3. **Reimbursement.** City agrees to provide funding to SETD for costs of performing the Scope of Work as specified in Exhibit A. Specific funding amounts and payment schedule are specified in Exhibit B, Payment for Work.

In the event services are required beyond those specified in the Scope of Work, SETD shall submit a revised fee estimate for such services, and an Agreement modification shall be negotiated and approved by all parties in writing prior to any effort being expended on such services.

4. **Exhibits.** The following exhibits are made part of this Agreement:

Exhibit A – Scope of Work

Exhibit B – Payment for Work

Exhibit C – Insurance

5. **Execution of Work.** SETD shall always carry on the work diligently, without undue delay and fulfill all requirements herein. SETD reserves the right to temporarily suspend operations of the service due to driver shortages. SETD will endeavor to avoid suspension whenever possible and shall notify the City as early as possible before the anticipated temporary suspension. The City shall not be responsible for the payment of any compensation to SETD during a temporary suspension. The passage of the Agreement expiration date shall not extinguish, prejudice, or limit either party’s right to enforce this Agreement with respect to any default or defect in performance that has not been cured.

The Agreement outlines the entire relationship between SETD and the City for purposes stated in Exhibit A, Scope of Work.

- 6. Financials and Records.** SETD shall keep proper and complete financial records and account and maintain all fiscal records related to this Agreement and the project with generally accepted accounting principles, generally accepted governmental accounting standards and State minimum standards for audits of municipal corporations. SETD acknowledges and agrees that the City and their duly authorized representatives shall have access to the financial records, documents, papers, and records of SETD which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after the Agreement expiration date. Copies of applicable records shall be made available upon written request. Payment for reasonable costs of copies is reimbursable by the City. If for any reason any part of this Agreement is involved in litigation, SETD shall retain all pertinent records for not less than three years or until all litigation is resolved, whichever is longer. Full access will be provided to SETD and its duly authorized representatives in preparation for and during litigation.
- 7. Termination, Administrative, Contractual or Legal Remedies.** This Agreement may be terminated by written mutual consent of both parties. If this Agreement is terminated prior to the end of the Agreement period, SETD shall be reimbursed for the project tasks completed through termination date as outlined in the Payment for Work, Exhibit B. If one party is suspected to be in violation of this Agreement, the non-violating party shall notify the other party in writing of the circumstances leading to this allegation. The agreement may be terminated if the violation has not been remedied with 10 days of the written notice of violation.

This Agreement may be terminated by SETD or the City for any reason with 30 days written notice to the other party.

All claims, counter claims, disputes and other matters in question between the City and SETD arising out of or relating to this Agreement or the breach of it will be decided, if the parties mutually agree, by arbitration, mediation, or other alternative dispute resolution mechanism. In the event of any dispute arising from this Agreement, each party shall pay its own separately incurred attorney's fees, expenses, and court costs, including mediatory arbitration, trial and appeal.

Notice. Notices shall be given by first class mail, postage prepaid to the following addresses:

Sunset Empire Transportation District
Office of Executive Director
900 Marine Dr.

City of Cannon Beach
Office of City Manager
P.O. Box 368

8. Indemnity and Insurance.

- a. SETD agrees to indemnify, defend and hold harmless the City from all claims, lawsuits and actions of whatever nature brought against those parties which arise from SETD's performance or omissions under this Agreement. SETD shall not be required to indemnify the City for any such liability arising out of negligent acts or omissions of the City, their employees or representatives. This provision is subject to the limitations in the Oregon Tort Claims Act, ORS 30.260-30.300.
- b. SETD shall provide insurance as required in Exhibit C, Insurance, naming the City as an additional insured and furnishing the City with written proof of insurance on or before commencement of this agreement.
- c. The City agrees to indemnify, defend, and hold harmless SETD from all claims, lawsuits and actions of whatever nature brought against those parties which arise from the City's performance or omissions under this Agreement. The City shall not be required to indemnify SETD for any such liability arising out of negligent acts or omissions of SETD, their employees or representatives. This provision is subject to the limitations in the Oregon Tort Claims Act, ORS 30.260-30.300.
- d. The City shall provide insurance as required in Exhibit C.

9. Successors and Assignments. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns. After the original Agreement is executed, SETD shall not enter into any new sub agreements for any work scheduled under this Agreement or assign or transfer any of its interest in this Agreement without prior written consent of the City.

10. Compliance with Applicable Laws.

- a. SETD agrees to comply with all federal, state, and local laws, ordinances, and regulations applicable to this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.
- b. SETD shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- c. This Agreement is based on and is subject to Oregon Revised Statutes, Oregon Administrative Rules, and Federal Transit Administration Regulations such as those contained in ORS 323.455, ORS 391.830 and FTA Circular 9040.1F including all associated references and citations.

11. Federal Transit Administration Annual Certifications and Assurances. SETD agrees to comply with all applicable Federal Transit Administration Certifications and Assurances. Furthermore, SETD will submit the Annual Certifications and Assurances to ODOT on an annual basis and include all certifications required by 49 U.S.C. 5310.

12. Audit Requirements.

- a. If applicable, SETD agrees to comply with an audit conducted in accordance with the Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments, Non-profit Institutions. SETD, if affected by this requirement, shall at its own expense, submit to State Rail and Public Transit Division, 555 13th Street NE, Suite 3 Salem, OR 97301-4179, a copy of its A-133 annual audit covering the funds under this agreement.
- b. If Applicable, SETD shall, at its own expense, submit to State Rail and Public Transit Division, 555 13th Street NE, Suite 3, Salem, OR 97301-4179, a copy of its a-133 annual audit covering the funds expended under this Agreement and a copy of the management letter and any report that accompanies the annual audit covering the funds expended under this Agreement.

13. Severability. The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

14. Force Majeure. Neither party shall be held responsible for the delay or default caused by fire, riots, acts of God, and war which is beyond such party's reasonable control. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause or delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

15. Waiver. The failure of the City or SETD to enforce any provision of this Agreement shall not constitute a waiver by the City of that or any other provision.

16. Entire Agreement. This Agreement represents the entire understanding of the City and SETD as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein.

17. Contractor Personnel.

- a.** SETD, in carrying out the services to be provided under this Agreement, is acting as an “independent contractor” and is not an employee of the City nor are any of the SETD employees employed by the City. SETD accepts full responsibility for taxes or other obligations associated with payment for services under this Agreement. As an “independent contractor”, SETD employees will not receive any benefits normally accruing to City employees unless required by applicable law. Furthermore, SETD is free to contract with other parties, on other matters, for the duration of this Agreement.
- b.** SETD employees, volunteers or agents performing under this contract are not deemed to be employees of the City in any manner whatsoever. Employees of SETD shall not be entitled to any benefits except those provided by SETD. SETD is solely and entirely responsible for its acts and acts of its agents, employees or volunteers, and will be an Equal Opportunity Employer and follow regulations specified in the American’s with Disabilities Act.

18. Other Provisions. SETD shall protect and indemnify the City against payroll taxes or contributions imposed with respect to any employees of SETD by any applicable law dealing with pensions, unemployment compensation, accident compensation, health insurance, and related subjects. SETD shall at SETD’s own cost and expense insure each person employed by SETD the compensation provided for by law with respect to workers’ compensation and employer’s liability insurance.

19. Workers’ Compensation Coverage Requirements. SETD, its subcontractors, and all employees working under this Agreement are subject employers under the Oregon Workers’ Compensation Law and shall comply with ORS 656.017, which requires them to provide workers’ compensation coverage for all their subject workers.

THIS AGREEMENT, WHICH INCLUDES ALL ATTCHED EXHIBITS, CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THE TERMS OF THIS AGREEMENT SHALL NOT BE WAIVED, ALTERED, MODIFIED, SUPPLEMENTED, OR AMENDED, IN ANY MANNER WHATSOEVER, EXCEPT BY WRITTEN INSTRUMENT. SUCH WAIVER, ALTERATION, MODIFICATION, SUPPLEMENTATION, OR AMENDMENT, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN, AND SHALL BE VALID AND BINDING ONLY IF IT IS SIGNED BY ALL PARTIES TO THIS AGREEMENT. THERE ARE NO UNDERSTANDINGS AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, REGARDING THIS AGREEMENT EXCEPT AS SPECIFIED OR REFERENCED HEREIN. THE PARTIES, BY THE SIGNATURES BELOW OF THEIR AUTHORIZED REPRESENTATIVES, HEREBY ACKNOWLEDGE THAT THE PARTIES HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

SUNSET EMPIRE TRANSPORTATION DISTRICT

By:_____ Date:_____
Jeff Hazen, Executive Director

By:_____ Date:_____
Tamra Taylor, Board Chair

CITY OF CANNON BEACH

By:_____ Date:_____
Bruce St. Denis, City Manger

By:_____ Date:_____
Sam Steidel, Mayor

EXHIBIT A

SCOPE OF WORK

Task 1: Operations of Cannon Beach Shuttle

SETD shall provide augmented bus shuttle services on behalf of the City of Cannon Beach. The service area is from the City of Cannon Beach to the City of Seaside. Service is available for any purpose; services will not be prioritized. The route will not run on Thanksgiving Day, Christmas Day or New Year's Day but will run on all other SETD holidays. The shuttle will run under two schedules, one for the summer months, and one schedule during the fall, winter and spring.

Weekday Summer Schedule

Beginning the Thursday prior to Sandcastle Weekend and ending the last day of September, the route, labeled Route 17, will run one schedule Monday through Friday. Route 17 route time per day is 6.12 hours (6 hours, 7 minutes) plus a .33 hour (20 minute) pre- and post-inspection driver routing for a total of 6.45 hours of billable service per day. Service will begin at 10:30 am and run through 6:26 pm with a one-hour break in the afternoon. Minor changes to the route design (including stops and times) may be adjusted during this Agreement on an as needed basis. Major changes need to be in writing and signed by both parties.

Non-Summer Weekend Schedule (October 1 through weekend before Memorial Day weekend)

On Saturdays and Sundays, Route 21 route time per day is 6.67 hours (6 hours, 40 minutes) plus a .33 hour (20 minute) pre- and post-inspection driver routing for a total of (7) seven hours of billable service per day. Service will begin at 9:00 am and end at 6:20 pm with a break from 12:20 pm to 3:00pm. Minor changes to the route design (including stops and times) may be adjusted during this Agreement on an as needed basis. Major changes need to be in writing and signed by both parties.

Task 2: Vehicle ownership, maintenance, and other Capital Costs.

SETD will be responsible for the provision of vehicles, fuel, insurance and maintenance costs, as well as providing complementary ADA Paratransit services along the route in accordance with state and federal requirements.

EXHIBIT B

SETD COMPENSATION

B.1 Basis of Compensation. The City shall compensate SETD for the services as described in the Scope of Services, as defined in Exhibit A. The compensations to be paid for these services to SETD shall be based on a reimbursement cost of \$66.00 per hour for year one of this agreement and \$68.00 per hour for year two of this agreement. SETD will provide all the information necessary for the required quarterly reports to be submitted to the State.

B.2 Payment for Services. SETD shall submit monthly billing invoices to the City. Invoices shall be submitted to the City on or before the fifteenth of the month for services incurred during the previous month. The City shall be allowed thirty (30) days from the date the invoice is received to reimburse SETD, provided that the work performed is acceptable to the City. Upon receipt of the invoice, the City shall review the documentation submitted and may request additional information. If the City does not request additional information within fifteen (15) days after receipt of the invoice, the invoice shall be deemed approved, and payment of moneys shall be made. In the event the City requests additional information from SETD, the City shall have fifteen (15) days from the date of receipt of the additional information to review the information. If SETD has provided the information requested, the invoice shall be deemed approved, and payment of moneys shall be made. In the event SETD does not provide the information requested within thirty (30) days, the City may deny the invoice or approve only the portion of the invoice which has been documented satisfactorily.

The parties acknowledge and understand that the following reductions from monthly cost shall apply to the term of the Agreement only and not on any renewals or extensions going forward, unless mutually agreed upon by the parties:

B.2.A Fare Box Revenues. Fare box revenues shall be deducted from the monthly invoice.

B.2.B Summer Weekend Service. On days when SETD is providing a seasonal route in Seaside with no cost to the City of Seaside, SETD shall not charge the City for the services provided under this Agreement.

B.3 Changes to the Scope of Project. The City and SETD agree with the terms and conditions of this Agreement that if the scope of the project is changed materially, SETD shall request in writing, before services are provided, an appropriate change in the amount of compensation.

B.4 Suspension or Abandonment of Project. If the Project is suspended or abandoned, SETD shall be compensated for all services performed prior to receipt of written notice from the City of such suspension or abandonment. If the Project is resumed after being suspended, SETD's compensation shall be reviewed with the City and an adjustment made for the cost of restarting the project before work continues.

EXHIBIT C

INSURANCE PROVISIONS

During the term of this Agreement, SETD shall maintain in force at its own expense, each form of insurance noted below:

C.1 Workers' Compensation. Required of contractors with one or more workers, as defined by ORS 656.027. Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers.

C.2 Employer's Liability. Employer's liability insurance with a combined single limit or equivalent of not less than \$500,000 for each claim, incident or occurrence. This is to cover damages caused by error, omission, or negligent acts related to the professional services provided under this Agreement.

C.3 General Liability. Broad form comprehensive general liability insurance coverage of \$2,000,000 combined single limit bodily injury and property damage.

C.4 Automobile Liability. Automobile bodily injury (\$2,000,000 per person and occurrence) and property damage (\$2,000,000 per occurrence) liability insurance covering all vehicles that will be used to provide services through this agreement. There shall be no cancellation, material change, reduction of limits, or intent not to renew insurance coverage(s) without thirty (30) days written notice from SETD insurer(s) to the City

During the term of the Agreement, the City shall maintain in force at its own expense, broad form comprehensive general liability coverage of \$2,000,000 combined single limit bodily injury and damage.

**INTERGOVERNMENTAL AGREEMENT
FOR THE CANNON BEACH SHUTTLE**

This agreement, when signed by all parties, is made and entered into between Sunset Empire Transportation District, 900 Marine Dr. Astoria, OR 97103, an ORS Chapter 267 entity, hereinafter referred to as “SETD” and the City of Cannon Beach, a political subdivision of the State of Oregon, P.O. Box 368, Cannon Beach, OR 97110, hereinafter referred to as “City”. This Agreement is entered pursuant to ORS Chapter 190 for the provision of augmented transportation services.

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2. **General Description of Work.** This Agreement is for services generally described as the Cannon Beach Shuttle, and more particularly described in Exhibit A, Scope of Work.
3. **Reimbursement.** City agrees to provide funding to SETD for costs of performing the Scope of Work as specified in Exhibit A. Specific funding amounts and payment schedule are specified in Exhibit B, Payment for Work.

In the event services are required beyond those specified in the Scope of Work, SETD shall submit a revised fee estimate for such services, and an Agreement modification shall be negotiated and approved by all parties in writing prior to any effort being expended on such services.

4. **Exhibits.** The following exhibits are made part of this Agreement:

Exhibit A – Scope of Work

Exhibit B – Payment for Work

Exhibit C – Insurance

5. **Execution of Work.** SETD shall always carry on the work diligently, without undue delay and fulfill all requirements herein. SETD reserves the right to temporarily suspend operations of the service due to driver shortages. SETD will endeavor to avoid suspension whenever possible and shall notify the City as early as possible before the anticipated temporary suspension if service is temporarily suspended. The City shall not be responsible for the payment of any compensation to SETD during a temporary suspension. The passage of the Agreement expiration date shall not extinguish, prejudice, or limit either party’s right to enforce this Agreement with respect to any default or defect in performance that has not been cured.

The Agreement outlines the entire relationship between SETD and the City for purposes stated in Exhibit A, Scope of Work.

- 6. Financials and Records.** SETD shall keep proper and complete financial records and account and maintain all fiscal records related to this Agreement and the project with generally accepted accounting principles, generally accepted governmental accounting standards and State minimum standards for audits of municipal corporations. SETD acknowledges and agrees that the City and their duly authorized representatives shall have access to the financial records, documents, papers, and records of SETD which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after the Agreement expiration date. Copies of applicable records shall be made available upon written request. Payment for reasonable costs of copies is reimbursable by the City. If for any reason any part of this Agreement is involved in litigation, SETD shall retain all pertinent records for not less than three years or until all litigation is resolved, whichever is longer. Full access will be provided to SETD and its duly authorized representatives in preparation for and during litigation.
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This Agreement may be terminated by SETD or the City for any reason with 30 days written notice to the other party.

All claims, counter claims, disputes and other matters in question between the City and SETD arising out of or relating to this Agreement or the breach of it will be decided, if the parties mutually agree, by arbitration, mediation, or other alternative dispute resolution mechanism. In the event of any dispute arising from this Agreement, each party shall pay its own separately incurred attorney's fees, expenses, and court costs, including mediatory arbitration, trial and appeal.

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City of Cannon Beach
Office of City Manager
P.O. Box 368

8. Indemnity and Insurance.

- a. SETD agrees to indemnify, defend and hold harmless the City from all claims, lawsuits and actions of whatever nature brought against those parties which arise from SETD's performance or omissions under this Agreement. SETD shall not be required to indemnify the City for any such liability arising out of negligent acts or omissions of the City, their employees or representatives. This provision is subject to the limitations in the Oregon Tort Claims Act, ORS 30.260-30.300.
- b. SETD shall provide insurance as required in Exhibit C, Insurance, naming the City as an additional insured and furnishing the City with written proof of insurance on or before commencement of this agreement.
- c. The City agrees to indemnify, defend, and hold harmless SETD from all claims, lawsuits and actions of whatever nature brought against those parties which arise from the City's performance or omissions under this Agreement. The City shall not be required to indemnify SETD for any such liability arising out of negligent acts or omissions of SETD, their employees or representatives. This provision is subject to the limitations in the Oregon Tort Claims Act, ORS 30.260-30.300.
- d. The City shall provide insurance as required in Exhibit C.

9. Successors and Assignments. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns. After the original Agreement is executed, SETD shall not enter into any new sub agreements for any work scheduled under this Agreement or assign or transfer any of its interest in this Agreement without prior written consent of the City.

10. Compliance with Applicable Laws.

- a. SETD agrees to comply with all federal, state, and local laws, ordinances, and regulations applicable to this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.
- b. SETD shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- c. This Agreement is based on and is subject to Oregon Revised Statutes, Oregon Administrative Rules, and Federal Transit Administration Regulations such as those contained in ORS 323.455, ORS 391.830 and FTA Circular 9040.1F including all associated references and citations.

11. Federal Transit Administration Annual Certifications and Assurances. SETD agrees to comply with all applicable Federal Transit Administration Certifications and Assurances. Furthermore, SETD will submit the Annual Certifications and Assurances to ODOT on an annual basis and include all certifications required by 49 U.S.C. 5310.

12. Audit Requirements.

- a. If applicable, SETD agrees to comply with an audit conducted in accordance with the Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments, Non-profit Institutions. SETD, if affected by this requirement, shall at its own expense, submit to State Rail and Public Transit Division, 555 13th Street NE, Suite 3 Salem, OR 97301-4179, a copy of its A-133 annual audit covering the funds under this agreement.
- b. If Applicable, SETD shall, at its own expense, submit to State Rail and Public Transit Division, 555 13th Street NE, Suite 3, Salem, OR 97301-4179, a copy of it's a-133 annual audit covering the funds expended under this Agreement and a copy of the management letter and any report that accompanies the annual audit covering the funds expended under this Agreement.

13. Severability. The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

14. Force Majeure. Neither party shall be held responsible for the delay or default caused by fire, riots, acts of God, and war which is beyond such party's reasonable control. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause or delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

15. Waiver. The failure of the City or SETD to enforce any provision of this Agreement shall not constitute a waiver by the City of that or any other provision.

16. Entire Agreement. This Agreement represents the entire understanding of the City and SETD as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein.

17. Contractor Personnel.

- a.** SETD, in carrying out the services to be provided under this Agreement, is acting as an “independent contractor” and is not an employee of the City nor are any of the SETD employees employed by the City. SETD accepts full responsibility for taxes or other obligations associated with payment for services under this Agreement. As an “independent contractor”, SETD employees will not receive any benefits normally accruing to City employees unless required by applicable law. Furthermore, SETD is free to contract with other parties, on other matters, for the duration of this Agreement.
- b.** SETD employees, volunteers or agents performing under this contract are not deemed to be employees of the City in any manner whatsoever. Employees of SETD shall not be entitled to any benefits except those provided by SETD. SETD is solely and entirely responsible for its acts and acts of its agents, employees or volunteers, and will be an Equal Opportunity Employer and follow regulations specified in the American’s with Disabilities Act.

18. Other Provisions. SETD shall protect and indemnify the City against payroll taxes or contributions imposed with respect to any employees of SETD by any applicable law dealing with pensions, unemployment compensation, accident compensation, health insurance, and related subjects. SETD shall at SETD’s own cost and expense insure each person employed by SETD the compensation provided for by law with respect to workers’ compensation and employer’s liability insurance.

19. Workers’ Compensation Coverage Requirements. SETD, its subcontractors, and all employees working under this Agreement are subject employers under the Oregon Workers’ Compensation Law and shall comply with ORS 656.017, which requires them to provide workers’ compensation coverage for all their subject workers.

THIS AGREEMENT, WHICH INCLUDES ALL ATTCHED EXHIBITS, CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THE TERMS OF THIS AGREEMENT SHALL NOT BE WAIVED, ALTERED, MODIFIED, SUPPLEMENTED, OR AMENDED, IN ANY MANNER WHATSOEVER, EXCEPT BY WRITTEN INSTRUMENT. SUCH WAIVER, ALTERATION, MODIFICATION, SUPPLEMENTATION, OR AMENDMENT, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN, AND SHALL BE VALID AND BINDING ONLY IF IT IS SIGNED BY ALL PARTIES TO THIS AGREEMENT. THERE ARE NO UNDERSTANDINGS AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, REGARDING THIS AGREEMENT EXCEPT AS SPECIFIED OR REFERENCED HEREIN. ~~CITY~~THE PARTIES, BY THE SIGNATURES BELOW OF ~~ITS—THEIR~~ AUTHORIZED REPRESENTATIVES, HEREBY ACKNOWLEDGES THAT ~~IT HAS~~THE PARTIES HAVE READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

SUNSET EMPIRE TRANSPORTATION DISTRICT

By: _____ Date: _____
Jeff Hazen, Executive Director

By: _____ Date: _____
Tamra Taylor, Board Chair

CITY OF CANNON BEACH

By: _____ Date: _____
Bruce St. Denis, City Manger

By: _____ Date: _____
Sam Steidel, Mayor

EXHIBIT A

SCOPE OF WORK

Task 1: Operations of Cannon Beach Shuttle

SETD shall provide augmented bus shuttle services on behalf of the City of Cannon Beach. The service area is from the City of Cannon Beach to the City of Seaside. Service is available for any purpose; services will not be prioritized. The route will not run on Thanksgiving Day, Christmas Day or New Year's Day but will run on all other SETD holidays. The shuttle will run under two schedules, one for the summer months, and one schedule during the fall, winter and spring.

Weekday Summer Schedule

Beginning the Thursday prior to Sandcastle Weekend and ending the last day of September, the route, labeled Route 17, will run one schedule Monday through Friday. Route 17 route time per day is 6.12 hours (6 hours, 7 minutes) plus a .33 hour (20 minute) pre- and post-inspection driver routing for a total of 6.45 hours of billable service per day. Service will begin at 10:30 am and run through 6:26 pm with a one-hour break in the afternoon. Minor changes to the route design (including stops and times) may be adjusted during this Agreement on an as needed basis. Major changes need to be in writing and signed by both parties.

Non-Summer Weekend Schedule (October 1 through weekend before Memorial Day weekend)

On Saturdays and Sundays, Route 21 route time per day is 6.67 hours (6 hours, 40 minutes) plus a .33 hour (20 minute) pre- and post-inspection driver routing for a total of (7) seven hours of billable service per day. Service will begin at 9:00 am and end at 6:20 pm with a break from 12:20 pm to 3:00pm. Minor changes to the route design (including stops and times) may be adjusted during this Agreement on an as needed basis. Major changes need to be in writing and signed by both parties.

Task 2: Vehicle ownership, maintenance, and other Capital Costs.

SETD will be responsible for the provision of vehicles, fuel, insurance and maintenance costs, as well as providing complementary ADA Paratransit services along the route in accordance with state and federal requirements.

EXHIBIT B

SETD COMPENSATION

B.1 Basis of Compensation. The City shall compensate SETD for the services as described in the Scope of Services, as defined in Exhibit A. The compensations to be paid for these services to SETD shall be based on a reimbursement cost of \$66.00 per hour for year one of this agreement and \$68.00 per hour for year two of this agreement. SETD will provide all the information necessary for the required quarterly reports to be submitted to the State.

B.2 Payment for Services. SETD shall submit monthly billing invoices to the City. Invoices shall be submitted to the City on or before the fifteenth of the month for services incurred during the previous month. The City shall be allowed thirty (30) days from the date the invoice is received to reimburse SETD, provided that the work performed is acceptable to the City. Upon receipt of the invoice, the City shall review the documentation submitted and may request additional information. If the City does not request additional information within fifteen (15) days after receipt of the invoice, the invoice shall be deemed approved, and payment of moneys shall be made. In the event the City requests additional information from SETD, the City shall have fifteen (15) days from the date of receipt of the additional information to review the information. If SETD has provided the information requested, the invoice shall be deemed approved, and payment of moneys shall be made. In the event SETD does not provide the information requested within thirty (30) days, the City may deny the invoice or approve only the portion of the invoice which has been documented satisfactorily.

The parties acknowledge and understand that the following reductions from monthly cost shall apply to the term of the Agreement only and not on any renewals or extensions going forward, unless mutually agreed upon by the parties:

B.2.A Fare Box Revenues. Fare box revenues shall be deducted from the monthly invoice.

B.2.B Summer Weekend Service. On days when SETD is providing a seasonal route in Seaside with no cost to the City of Seaside, SETD shall not charge the City for the services provided under this Agreement.

B.3 Changes to the Scope of Project. The City and SETD agree with the terms and conditions of this Agreement that if the scope of the project is changed materially, SETD shall request in writing, before services are provided, an appropriate change in the amount of compensation.

B.4 Suspension or Abandonment of Project. If the Project is suspended or abandoned, SETD shall be compensated for all services performed prior to receipt of written notice from the City of such suspension or abandonment. If the Project is resumed after being suspended, SETD's compensation shall be reviewed with the City and an adjustment made for the cost of restarting the project before work continues.

EXHIBIT C

INSURANCE PROVISIONS

During the term of this Agreement, SETD shall maintain in force at its own expense, each form of insurance noted below:

C.1 Workers' Compensation. Required of contractors with one or more workers, as defined by ORS 656.027. Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers.

C.2 Employer's Liability. Employer's liability insurance with a combined single limit or equivalent of not less than \$500,000 for each claim, incident or occurrence. This is to cover damages caused by error, omission, or negligent acts related to the professional services provided under this Agreement.

C.3 General Liability. Broad form comprehensive general liability insurance coverage of \$2,000,000 combined single limit bodily injury and property damage.

C.4 Automobile Liability. Automobile bodily injury (\$2,000,000 per person and occurrence) and property damage (\$2,000,000 per occurrence) liability insurance covering all vehicles that will be used to provide services through this agreement. There shall be no cancellation, material change, reduction of limits, or intent not to renew insurance coverage(s) without thirty (30) days written notice from SETD insurer(s) to the City

During the term of the Agreement, the City shall maintain in force at its own expense, broad form comprehensive general liability coverage of \$2,000,000 combined single limit bodily injury and damage.



CANNON BEACH CITY COUNCIL

STAFF REPORT

SCOPE OF REVIEW DETERMINATION FOR ROBERTS APPEAL OF PLANNING COMMISSION DECISION TO DENY AN OCEANFRONT SETBACK VARIANCE REQUEST

Agenda Date: May 11, 2021

Prepared by: Jeff Adams
Community Development Director

BACKGROUND

The City of Cannon Beach Planning Commission (PC) rendered a decision to deny the Variance request (V#21-02) for an oceanfront setback reduction in conjunction with a new residence for Stanley and Rebecca Roberts, Tax Lot 00600, Map 51031AA, located off Nenana Avenue, west of S. Hemlock, on a vacant 1.1 acre Lower Density Residentially (RL) zoned vacant property, at its April 1, 2021 special called Planning Commission meeting, after a duly noticed Public Hearing on February 25, continued to March 25, 2021. The PC's Findings are attached as 'Attachment B.'

Stanley Roberts requests a review of the decision, in an application and letter received April 15 2021, within the 14 consecutive calendars appeal period, from the date the final order was signed. The City Council is to hold a Scope of Review meeting to discuss, as a non-public hearing item, the terms under which it wishes to review the matter, according to Section 17.88.160 of the Cannon Beach Municipal Code.

The City Council shall use the application and request for review, under the guidance of 17.88.140 & 150 to inform their decision on whether to restrict the review to the record before the Planning Commission, limited to additional materials that it feels are warranted, de novo, or remand the matter to the Planning Commission for additional consideration.

The applicant has requested either a limited scope of review or de novo for the reasons provided in 'Attachment A'. The item has been noticed for the next available public hearing, meeting notice requirements, for May 11th, 2021. Please note that due to Oregon's 120-day rule a final decision must be reached by May 28th, 2021, or an extension granted by the applicant.

CRITERIA

17.88.180 Review consisting of additional evidence or de novo review.

A. The reviewing body may hear the entire matter de novo; or it may admit additional testimony and other evidence without holding a de novo hearing. The reviewing body shall grant a request for a new hearing only where it finds that:

1. The additional testimony or other evidence could not reasonably have been presented at the prior hearing; or
2. A hearing is necessary to fully and properly evaluate a significant issue relevant to the proposed development action; and
3. The request is not necessitated by improper or unreasonable conduct of the requesting party or by a failure to present evidence that was available at the time of the previous review.

B. Hearings on appeal, either de novo or limited to additional evidence on specific issue(s), shall be conducted in accordance with the requirements of Sections 17.88.010 through 17.88.100.

C. All testimony, evidence and other material from the record of the previous consideration shall be included in the record of the review.

Staff Comments:

The Council has been asked for a review either de novo or limited to the admittance of new evidence pertaining to a newly submitted photo (see pp. 16 & 17 of Attachment A) showing a structure located on the subject property, a request for ‘story poles’ to locate the proposed structure in relation to the ‘viewshed’ and what the applicant terms “confusion over technical scientific matters.”

Since the applicant states that the photograph was not made available prior to the PC decision, there was not an opportunity to enter such evidence into the record. It is at the discretion of the Council on whether they admit the new evidence, yet if admitted, with the hundreds of pages already in the record, there appears very little reason to remand or hear the review de novo. Limiting new evidence to the ‘viewshed’ or a review on the record seems appropriate.

List of Attachments

A: Notice of Appeal of Planning Commission Application, Stanley Roberts, with attached Request for Review of Decision, dated April 15, 2021 and stamped received April 15, 2021;

B: City of Cannon Beach Planning Commission Signed Order and Findings for **V 21-02**, Requests by Jay Raskin, on behalf of Stan and Becky Roberts for Tax Lot 00600 of Map 51031AA.

C: City of Cannon Beach Planning Commission Agenda and Packet for February 25th, 2021 Regularly Scheduled Meeting;

D: City of Cannon Beach Planning Commission Minutes of the February 25th, 2021 Regularly Scheduled Meeting;

E: City of Cannon Beach Planning Commission Agenda and Packet for March 25th, 2021 Regularly Scheduled Meeting, Over-sized file, Please see NOTE below for complete record;

F: City of Cannon Beach Planning Commission Minutes of the March 25th, 2021 Regularly Scheduled Meeting;

G: City of Cannon Beach Planning Commission Agenda and Packet for April 1, 2021 Special Called Meeting;

H: City of Cannon Beach City Council Scope of Review Meeting Agenda and Packet, May 4th, 2021;

I: City of Cannon Beach City Council Scope of Review DRAFT Minutes, May 4th, 2021;

NOTE: The Complete Roberts **Record and attachments** can be found at the City of Cannon Beach website ([APP# 21-02 Appeal of a Planning Commission Decision to Deny the Raskin Variance Request V#21-02 on behalf of Stan and Becky Roberts Taxlot# 51031AA00600 | City of Cannon Beach Oregon \(cannon-beach.or.us\)](https://cannon-beach.or.us/APP# 21-02 Appeal of a Planning Commission Decision to Deny the Raskin Variance Request V#21-02 on behalf of Stan and Becky Roberts Taxlot# 51031AA00600 | City of Cannon Beach Oregon))

Chapter 17.88 PUBLIC DELIBERATIONS AND HEARINGS

{...}

17.88.140 Request for review of decision.

An appeal of a development permit, design review board or planning commission decision shall contain the following:

{...}

D. For a review of a decision by the design review board or planning commission, if a de novo review or review by additional testimony and other evidence is requested, a statement relating the request to the factors listed in Section 17.88.180.

17.88.150 Requirements of a request for appeal of a development permit, design review board or planning commission decision.

An appeal of a development permit, design review board or planning commission decision shall contain the following:

- A. An identification of the decision sought to be reviewed, including the date of the decision;
- B. A statement of the interest of the person seeking the review. For a review of a decision by the design review board or planning commission, a statement that he/she was a party to the initial proceedings;
- C. The specific grounds relied upon for review. For a review of a decision by the design review board or planning commission, a statement that the criteria against which review is being requested was addressed at the design review board or planning commission hearing;
- D. For a review of a decision by the design review board or planning commission, if a de novo review or review by additional testimony and other evidence is requested, a statement relating the request to the factors listed in Section 17.88.180.

17.88.160 Scope of review.

- A. An appeal of a permit or development permit shall be heard as a de novo hearing.
- B. In an appeal of a design review board or planning commission decision, the reviewing body may determine, as a nonpublic hearing item, that the scope of review, on appeal will be one of the following:
 - 1. Restricted to the record made on the decision being appealed;
 - 2. Limited to the admission of additional evidence on such issues as the reviewing body determines necessary for a proper resolution of the matter;
 - 3. Remand the matter to the hearing body for additional consideration;
 - 4. A de novo hearing on the merits.

17.88.170 Review on the record.

- A. Unless otherwise provided for by the reviewing body, review of the decision on appeal shall be confined to the record of the proceeding as specified in this section. The record shall include the following:
 - 1. A factual report prepared by the city manager;
 - 2. All exhibits, materials, pleadings, memoranda, stipulations and motions submitted by any party and received or considered in reaching the decision under review;
 - 3. The final order and findings of fact adopted in support of the decision being appealed;

4. The request for an appeal filed by the appellant;
 5. The minutes of the public hearing. The reviewing body may request that a transcript of the hearing be prepared.
- B. All parties to the initial hearing shall receive a notice of the proposed review of the record. The notice shall indicate the date, time and place of the review and the issue(s) that are the subject of the review.
- C. The reviewing body shall make its decision based upon the record after first granting the right of argument, but not the introduction of additional evidence, to parties to the hearing.
- D. In considering the appeal, the reviewing body need only consider those matters specifically raised by the appellant. The reviewing body may consider other matters if it so desires.
- E. The appellant shall bear the burden of proof. (Ord. 89-3 § 1; Ord. 79-4 § 1 (10.083))

17.88.180 Review consisting of additional evidence or de novo review.

- A. The reviewing body may hear the entire matter de novo; or it may admit additional testimony and other evidence without holding a de novo hearing. The reviewing body shall grant a request for a new hearing only where it finds that:
1. The additional testimony or other evidence could not reasonably have been presented at the prior hearing; or
 2. A hearing is necessary to fully and properly evaluate a significant issue relevant to the proposed development action; and
 3. The request is not necessitated by improper or unreasonable conduct of the requesting party or by a failure to present evidence that was available at the time of the previous review.
- B. Hearings on appeal, either de novo or limited to additional evidence on specific issue(s), shall be conducted in accordance with the requirements of Sections 17.88.010 through 17.88.100.
- C. All testimony, evidence and other material from the record of the previous consideration shall be included in the record of the review.



CANNON BEACH CITY COUNCIL

STAFF REPORT

CITY HALL/POLICE STATION PROJECT: DECISION SCHEDULE

Agenda Date: May 4th, 2021

Prepared by: Bruce St.Denis, City Manager

BACKGROUND

The Council has been discussing moving forward with a City Hall/Police Station. The time available to make decisions is tight but manageable.

The following is a proposed timeframe for before and after a November 2nd, 2021 Referral for council consideration. This outline leading up to the referral starts with the November 2nd date of the next election at which a referral can be brought forward and works backwards to today's date.

The second part talks about the costs and timeframes as we head into actual project implementation once the proper approvals have been obtained. If there is an agreement on these timelines then council can provide direction on what materials they want to see and discuss in advance so decisions can be made within the timeframe allowed.

ANALYSIS/INFORMATION

The following is a suggested timeline with benchmarks for a November 2nd referral.

November 2nd, 2021: Referral date

August 13th to November 2nd: Get the word out to explain the project

- Staff will be limited in what we can say – Factual information but cannot advocate
- Council and/or a public group must take the lead.
- We have a good story to tell but need to reach as many folks (especially voters) as possible

August 13th: Referral information due to the Clatsop County Supervisor of Elections office

- This part of the project will be driven by the city attorney

July 16th: Submit proposed presentation materials to the office of the Secretary of State (SOS) for review/approval

- This process provides protection against challenges to materials/approach
- I am told there is a 3-to-4-week turnaround for SOS submittals

Now to July 16th: Develop materials that we will use to explain the project to the public

This will allow for a timely submission of materials to the office of the secretary of state and to make sure there is time for materials to be printed.

Now to July 16th: Develop presentation/outreach strategy

- How to explain the need for and the cost of the project.
- Tell residents how they will be individually impacted
- Urge them to vote.

By July 15th: Select site:

- I suggest that we analyze all possible sites
- This is a very important and costly project for the city
- It will probably be the site of the City Hall/Police Station for the next 100 years
- Site decision should be what's best overall for all the people in the city now and into the future
- Some assurances may have been made in the past regarding certain potential locations for the CH/PD. Of course those things need to be taken under consideration. But in my mind information about conditions we now know are possible (response and disaster management from fires, tsunamis/other seismic events) should take precedence in determining the best location for the CH/PD facility now and in the future.
- We need to allow time for council's questions to be answered and additional information to be developed

July 1st: Decide of the nature of the referral question

- Are we asking for authorization of a property tax to build the facility or approval of an overall funding source that would allow the project to be constructed?

Now to June 18th: Decide on a funding strategy

- Project will require a loan. Real question is how we will fund debt service

Design and construction benchmarks

This is a very preliminary time and cost estimate if/when the referral is passed. We should allow up to 120 days for the A/E selection process. Design phase time estimates assume a 2-week review by the city at the end of each phase. I anticipate that we will want at least 4 weeks at the end of schematic design to get public input. Depending on the review process timeframes could be extended.

Design phase

Task	Time Allowance	Project Costs
Schematic Design	10 Weeks	\$175,000
Design Development	12 Weeks	\$195,000
Construction Docs	14 Weeks	\$260,000
Total	36 Weeks	\$630,000

Construction phase

Task	Time Allowance	Project Costs
Bid Permit	10 Weeks	\$20,000
Construction Admin	52 Weeks	\$250,000
Total	62 Weeks	\$270,000

The economic implication of this information is that the city needs to be in a position to have project funding in place at the start of schematic design. This can be in the form of a loan for the entire project or an internal loan of approximately \$175,000 to start schematic design.

RECOMMENDATION

Consider using this or another timeline to make sure that all decisions that need to be made are identified and that they are decided on a timely basis.

Start process of providing direction to staff regarding information you will be needing to make decisions.

List of Attachments

None

**City of Cannon Beach
Monthly Status Report**

To: Mayor and City Council

From: City Manager Bruce St. Denis

Date: May 4, 2021

Planning Commission:

Planning Commission: The Planning Commission will meet on April 22nd, to consider the following items:

- Public Hearing and Consideration of SR 21-02, David Herman, property owner of 180 Elliott Way, for a Setback Reduction of the rear-yard setback requirement for an accessory guest house at an existing single-family residence.
- Public Hearing and Consideration of SR 21-03, David Vonada request, on behalf of Robert & Heidi Klonoff, of 1658 Forest Lawn, for a Setback Reduction of the front-yard setback requirement for a garage in conjunction with a residential replacement.
- Work Session Items:
- Review of a Zoning Ordinance Amendment request by Will Rasmussen on behalf of Haystack Rock LLC, for a text amendment regarding notice requirements for development permitting.
- Informational Items:
- Tree Report
- Good of the Order
 - Amos Dark Skies Ordinance Letter

Design Review Board: The Design Review Board met on April 17th, to consider the following items:

- Public Hearing and Consideration of DRB 21-08, Christopher DiStefano application, on behalf of Pelican Brewing Company to add retractable awnings for outdoor dining at 1371 S. Hemlock Street
- Non-hearing Items:
- Request by Eileen Nordquist on behalf of Cannon Beach Community Church for an alteration to the landscape plan at 132 E. Washington Street
- Discussion Items:
 - Good of the Order
 - Dark Sky Exterior Lighting Update

The Chair of the DRB, approved minor modifications for the following addresses:

- ☐ Sand Castle Inn, 139 W 2nd Ave Suite 5 – Demo & replace siding, soffits, gutters & railing
- ☐ CB Chamber of Commerce, 207 N Spruce – Garbage Shed
- ☐ Louis Segarra / PPC Holdings, 3115 S Hemlock – Dry rot repairs, stair replacement, exterior paint colors

Short-term Rentals: Staff continued to process short-term rental permits in March:

Program	Number of permits
14-day permit	120
Lifetime Unlimited permit	48
5-year Unlimited permit	40
Total permits	208
New short-term rentals this month	3
Pending short-term rentals	1

Building Permits: Staff processed a total of 9 building, 9 mechanical and 8 plumbing permits in March:

Permit Type	# of permits	Permit Fees	Value	Affordable Housing Surcharge, Current Month	Affordable Housing Surcharge, Fiscal Year to date
Building	13	\$16,494.47	\$ 927,570.00	\$ 9,275.70	\$ 190,646.98
Mechanical	19	\$3,827.66			
Plumbing	8	\$1,883.50			
Monthly Total	40	\$22,205.63			

The Building Official spent approximately 15 hours per week providing building inspection and plan review services to the City of Astoria, under an Intergovernmental Agreement.

Other Planning/Building Matters:

- The CD Staff supported the City Manager' Office completing 1 Public Records Request(s) for the month, accounting for approximately half of an hour;
- The CD Department processed three Development Permits;
- The CD Director continues to meet and approve on-site Emergency Outdoor Service & Parking Plans for restaurants extending their dining services;
- The CD Director under the Emergency Order and ROW Facilities Permit for extending outdoor dining options for COVID-related temporary on-street dining, met with the owner-operators of Pig-n-Pancake to discuss ROW plans;
- The CD Director attended the monthly TSP call with the project management team for the TGM/TSP, reviewed initial materials, launched stand-alone website and discussed parking survey details;
- The CD Department received a Land Use Board of Appeals filings of petition for reviews for the Najimi and Roberts appeals;

- The CD Director continues to work the City Manager, CREST Executive Director and Denise Lofman, regarding proposed solutions for bank stabilization of the North Bank of the Ecola Creek Estuary;
- The CD Department worked with CB Code Audit selection committee to interview and select the consultant team for the Code Audit project;
- The CD Director amended the Special Events ordinance language, along with a new application brochure for work session in April;
- The CD Director developed and posted a news item and informational graphic on the Cannon Beach Residential Exterior Lighting language, in support of the Dark Skies ordinance;
- The CD Department met with GIS provider to train on converting documents for the History By Location portal;

Public Works Department Report - April

Water

- Tapped 6" water main and installed new meter service at 123 Taft Street.
- Performed the yearly test/inspection of the City's backflow devices.
- Shut down 2" meter to repair a large leak at 147 E Dawes.
- Found small leak and scheduled repair at 1856 S Pacific.
- Scheduled repair for damaged meter setter at 224 Noatak.
- Repaired damaged service at 3988 S Hemlock.
- Repaired service leaks:
 - 188 E Madison.
 - 3755 E Coho.
- Repaired service leak and pulled in new service line at 148 E Susitna.
- Entered LTE data in Beacon and Caselle.
- Educated customers on Eye on Water (Total: 310 signed up).
- Installed 76 new Cellular LTE meters (Total: 1,029 installed).
- Conducted monthly meter reads and rereads.
- Replaced UPS (uninterruptible power supply) at PW yard chart room.
- Serviced water tank at Coaster Properties Building (designated Red Cross emergency resource).
- Did weekly locates and work orders.
- Notified multiple users of water leaks.

Wastewater

- Conducted wetland survey, removed vegetation around discharge valves off effluent manifold, and did general pre-"growth season" maintenance.
- Replaced fuel pump on auxiliary power generator located at Ecola Pump Station.
- Reviewed the Matanuska Preliminary Engineering Report from Civil West.
- Performed corrective maintenance in the aeration basin.
- Tested and passed certification exams (two staff members)
- Replaced aging control switches, relays, and hand/off/auto switches in the Rainfall Recycle Pump Station.
- Performed the yearly test/inspection of the City's backflow devices.

- Reviewed video inspections for wastewater repairs needed in the areas of proposed FY 21-22 paving.
- Began solids removal that had been accumulating in basin #2.
- Adjusted all the clarifier rake cables in all four locations and replaced half of the flexible connections to the scum troughs that are also located in the clarifiers.
- Resolved reason for alarm state of generator at the RV Park (Office/Gas pumps) and requested/approved quotation for the repair.
- Installed new gauge for the newly installed “V” notch weir and verified its accuracy.
- Installed new sewer service at 123 Taft St.
- Conducted quarterly UV Maintenance:
 - Cleaned the UV channel and each quartz sleeve.
 - Soaped and greased the automatic bulb wipers.
- Exercised effluent manifold valves in the wetland and diverted flow deeper into the east side of the wetlands.

Roads & Storm

- Repaired beach access points after shoreline erosion.
- Worked on street maintenance, including rebuilding and rocking 6th and Larch.
- Started the spring vegetation management, including right-of-way mowing to improve intersection sight distances and overhead tree trimming.
- Washed signs and replaced damaged signs.
- Filled potholes as needed.
- Maintained and cleared beach ramps and outfalls.
- Cleared fallen trees off ECFR trails.
- Mowed inside of fences along lagoon trail.
- Located utilities for contractors, homeowners, etc.
- Installed a new catch basin and pipe for new homes being built on W Surfcrest.
- Removed graffiti on basketball court, skatepark, and trash cans throughout town.

Parks

- Spread 60 yards of engineered wood fiber at the three City playgrounds.
- Planted a donated replacement cypress tree on E Second Street.
- Continued with ongoing landscape maintenance:
 - Weeded rose garden.
 - Started city-wide mowing.
- Installed purple martin house for the season.
- Opened the youth baseball and softball field for the first time in over a year.
- Placed soccer goals on field again for first time in 17 months.
- Readied bandstand for upcoming summer activities.
- Removed graffiti on basketball court, skatepark, and trash cans throughout town.

Emergency Management – April

- Completed grant for Homeland Security Grant for 2021 – Quick turnaround expected
- Assisted with grant submission for American Rescue Plan ARP - ARP webinar on 4/27/21

- Emergency Management Budget organized and submitted to City Manager
- Assisted with Community Bulletin deployment – Improved results and feedback driving progress
- Expedite security options for the cache sites. (this was shelved as a priority budget cycle)
- Wayfinding Wednesday – We participate first Wednesdays of each month
- Bi-Weekly MRC communications training and participation
- Communications and Coordination with Clatsop County Emergency Management
- Communications Plan (Clatsop County),
- Coordination and collaboration with Clatsop County Public Health for COVID daily updates
- Weekly COVID-19 Situation Reports
- Vaccination updates
- Vaccination site coordination with Public Health, and home visits to citizens who are home bound.
- Ongoing updates when significant issues arise to Staff, Council, Community (Weather, Outbreaks, State Mandates)
 - *Staff report delivered to council for ECFR – emergency road access for fire suppression
- Coordinated 1 ECFR tours with Parks committee, Staff members
- Attend Monthly Cannon Beach Chamber breakfast and Business meetings to receive and to deliver up to date information
- Working on MOU with Neighbors to the East (Green land forestry) South with –(EVCNB). CERT coordination
 - *MOU draft completed for EVCNB
 - *MOU draft for Green Land forestry's to begin May 2021
- North Tank Radio (KMUN – HAM- GMRS) tower development continued – Detailed plan for antenna
 - *Progress, building permit, CUP, completed – scheduling antenna building
- Clatsop County communications plan assistance
- CERT April Cache site openings 4/17/21
- EOC improvements made with back up computer placement, Cameras added to EOC PW, Conference room.
- Public Works handheld radios purchased; programming distribution completed
- TANGO site review for DART future build project
- All to each cache sites inventory improved with Water, Freeze Dried Food (grant), new MRE's
- New Red Cross equipment added to OSCAR – TANGO. Red Cross trailer returned to TANGO site
- New locks and keys to improve to cache sites due to security issues
- EOC at public works review for CBEMT working group leaders
- Code Audit interview assistance for Planning Department
- Received new generators for cache sites (Grant HPO)

Haystack Rock Awareness Program (HRAP) – April

- HRAP is reviewing student intern applications submitted through ClatsopWorks.
- Andrew Tonry has been hired as the HRAP Communication Coordinator and began working for the City this month. Current projects are focused on event outreach, updating, and

modernizing the webpage, social media management, and creating a streamlined cohesive brand design.

- Two students have accepted to intern as Sea Grant Scholars with HRAP from June – August, one project will revolve around virtual field trip research and the other will work jointly with Friends of Haystack Rock on a Tufted Puffin advocacy project.
- Welcome the Puffins ceremony and activities occurred on the weekend of April 17th – 18th. Over 1500 people were spoken to by HRAP Staff and Volunteers over the course of the event. Multiple Facebook and Instagram live videos were shared with viewership over 2000 views on the top video. We shared spotting scopes and specimen samples with the public for the first time since 2019, and we provided children with educational materials and art projects. Social distancing and sterilizing procedures were able to be maintained with ease. The event was considered successful with overwhelmingly positive feedback from visitors and volunteers.
- Nudibranch Safari is happening April 29th at 8:00am.
- HRAP will continue to share the spotting scope (with sterilizing and social distancing procedures) for puffin viewing beginning in late May.
- All HRAP Staff have been fully vaccinated with Moderna mRNA-1273 against SARS-Cov-2.

Public Safety Report – March 2021

Staffing:	Authorized	Assigned
Sworn	8	7
Code Enforcement	1	1
Admin/Support	2	2
Parking/Information	6	0
Lifeguards	10	0

	March 2021	March 2020
<u>Station Activity:</u>		
CBPD Walk-in	149	131
CBPD Incoming Phone	305	300
SPD Dispatched Calls	42	54
Overnight Camping Warnings	49	54
Local Security Checks	3485	3173
Traffic Warnings	111	189
Traffic Citations	25	26
DUII Arrests	2	3
Alarm Responses	9	8
AOA, Including FD	43	31
Citizen Assists	18	12
Transient Contacts	7	6
<u>Total Case File Reports</u>	214	202

Cases of Significance:

Hit & Run:	2 Cases	Warrant/Fugitive Arrest:	2 Cases
Burglary II:	1 Case	Criminal Mischief II:	5 Cases
Disorderly Conduct II:	1 Case	Criminal Mischief III:	3 Cases

Traffic Citations:

Driving with a Suspended License:	4 Citations	Careless Driving:	2 Citations
Oper. Vehicle Using Mobile Device:	5 Citations	Reckless Driving:	2 Citations
Fail to Perform Duties of a Driver:	1 Citation	No Proof Registration:	1 Citation
Fail to Obey Traffic Control Device:	1 Citation	Illegal U-Turn:	1 Citation
Driving on the Ocean Shore:	1 Citation	Defective Lighting:	1 Citation
Violation of Basic Rule/Speeding:	3 Citations (68/50, 38/25, 83/55)		

Code Enforcement Activities: During this period, 9 municipal code violations were addressed and resolved or pending resolution.