



# CITY OF CANNON BEACH

## AGENDA

Meeting: City Council Work Session - Retreat  
Date: Tuesday, December 19, 2023  
Time: 11:00 a.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.*

### RETREAT DISCUSSIONS

Council will continue their annual retreat discussion from December 14, 2023.

*Please note topics may not be discussed in the exact order listed.*

#### **Projects**

- Status and schedule of funding/bonding for construction projects

#### **Zoning/Housing**

- Zoning
- Housing/Housing Size
- Short Term Rentals

#### **Miscellaneous**

- RV Park

#### **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!

**Public Comment:** If you wish to provide public comment via Zoom for this meeting please use the raise your hand Zoom feature. 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. All written comments received by 3:00 pm the day before the meeting 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. Written comments received at the deadline will be forwarded to Council and included in the record but may not be read prior to the meeting.

*Please note that agenda items may not be considered in the exact order listed. 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: 2023.12.15

# City of Cannon Beach

## RV Park Fund (020)

	2023	2022	2021	Fiscal Year End 2020	2019	2018	2017
<b>Beginning Fund Balance</b>	<b>897,493</b>	<b>1,057,258</b>	<b>551,450</b>	<b>674,133</b>	<b>570,298</b>	<b>311,899</b>	<b>644,834</b>
Miscellaneous Income	11	39	12	-	-	-	-
RV Park Revenue	2,724,474	2,535,783	2,313,536	1,706,882	1,955,142	1,861,445	1,436,235
<b>Total Revenue</b>	<b>2,724,484</b>	<b>2,535,822</b>	<b>2,313,548</b>	<b>1,706,882</b>	<b>1,955,142</b>	<b>1,861,445</b>	<b>1,436,235</b>
Personnel Services	1	-	-	60	2,069	2,002	1,284
Materials and Services	2,180,070	2,187,023	1,807,740	1,518,729	1,649,238	1,594,606	1,317,075
Capital Outlay	-	8,564	-	-	-	-	200,811
Transfer out - General Fund	300,000	250,000	-	210,775	200,000	-	150,000
Transfer out - RV Park Reserve	59,969	250,000	-	100,000	-	6,438	100,000
<b>Total Expenditures</b>	<b>2,540,041</b>	<b>2,695,587</b>	<b>1,807,740</b>	<b>1,829,564</b>	<b>1,851,307</b>	<b>1,603,047</b>	<b>1,769,170</b>
<b>Ending Fund Balance</b>	<b>1,081,937</b>	<b>897,493</b>	<b>1,057,258</b>	<b>551,450</b>	<b>674,133</b>	<b>570,298</b>	<b>311,899</b>

# City of Cannon Beach

## RV Park Reserve Fund (050)

	2023	2022	2021	Fiscal Year End 2020	2019	2018	2017
<b>Beginning Fund Balance</b>	<b>302,573</b>	<b>115,923</b>	<b>115,923</b>	<b>15,923</b>	<b>15,923</b>	<b>9,485</b>	<b>159,485</b>
Transfer In - RV Park	59,969	250,000	-	100,000	-	6,438	190,000
<b>Total Revenue</b>	<b>59,969</b>	<b>250,000</b>	<b>-</b>	<b>100,000</b>	<b>-</b>	<b>6,438</b>	<b>190,000</b>
Capital Outlay	-	63,350	-	-	-	-	340,000
Transfer to General	-	-	-	-	-	-	-
<b>Total Expenditures</b>	<b>-</b>	<b>63,350</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>340,000</b>
<b>Ending Fund Balance</b>	<b>362,542</b>	<b>302,573</b>	<b>115,923</b>	<b>115,923</b>	<b>15,923</b>	<b>15,923</b>	<b>9,485</b>

## **Attachment "B"**

### **MANAGEMENT AGREEMENT FOR THE CANNON BEACH RV PARK**

THIS AGREEMENT is effective this 4th day of May 2011, by and between the City of Cannon Beach, hereinafter referred to as "City" and Escape Lodging Company, hereinafter referred to as "Manager."

WITNESSETH: That whereas the City intends to engage the Manager to perform management services for the RV Park described on Attachment C, attached hereto and incorporated by reference.

NOW, THEREFORE, the City and Manager, for the consideration hereinafter set forth, agree as follows:

#### **ARTICLE 1. MANAGER'S RESPONSIBILITIES**

Manager agrees to perform as an independent contractor, in accordance with professional care and standards of other individuals or entities performing similar professional services and all applicable federal, state, and local laws, statutes, ordinances, rules, and regulations of any kind whatsoever, the services in connection with the management of the RV Park as more fully defined on Attachment "C", attached hereto and incorporated by reference.

#### **ARTICLE 2. TERM OF AGREEMENT**

The term of this Agreement shall commence on July 1, 2011 for a period of one (1) year with an automatic renewal for four (4) additional one-year options unless sooner terminated as hereinafter provided.

#### **ARTICLE 3. PAYMENTS TO MANAGER**

In accordance with the terms and conditions of this Agreement, the City shall compensate the Manager as follows:

The City shall pay Manager and Manager shall receive as compensation for its services under this Agreement, **\$3,500** per month as a fixed fee and **5%** (5 percent) of the annual Net Revenue before non-operating expenses in the first year for the Agreement. In the second year of the Agreement, City shall pay Manager \$3,500 per month as a fixed fee and 5% (5 percent) of the annual net revenue and in the third year of the Agreement, City shall pay Manager \$3,500 per month as a fixed fee and 5% (5 percent) of the annual net revenue. In the fourth year of the Agreement, City shall pay Manager \$3,500 per month as a fixed fee and 6% (6 percent) of the annual net revenue and in the fifth year of the Agreement, City shall pay Manager \$3,500 per month as a fixed fee and 6% (6

percent) of the annual net revenue. The base fee is fixed so that in months where expenses are higher than revenues, the fixed base fee will not be reduced. For purposes of this Agreement the term "net revenue" shall mean Gross Revenue, as defined, minus Labor and Operating Expenses, as defined. For purposes of this Agreement, the term "Gross Revenue" shall mean the revenue received from the: (i) rental of RV spaces, excluding transient lodging taxes, (ii) fueling stations, and (iii) Grocery Store, and the term "Operating Expenses" shall mean the reimbursable utility expenses associated with the onsite manager's apartment and all expenses paid or incurred by City (or by Manager on City's behalf) as reasonable determined by City to be necessary or appropriate for the efficient operation, maintenance and repair of the Facility.

#### **ARTICLE 4: DEPOSIT OF GROSS RECEIPTS**

Each day during the term of this agreement, Manager shall deposit the previous day's gross receipts, including credit card receipts to City's account at U.S. Bank, Cannon Beach, Oregon, branch, which account shall be used only for gross receipts received from the operation of the facility pursuant to this Agreement. The City agrees that it shall not commingle any other public funds in this account.

#### **ARTICLE 5: RECORDS**

Manager shall keep proper books of accounts and other records pertaining to gross receipts and expenses. The books and records shall be kept or made available at a location reasonably accessible to City, who may, upon three (3) days written notice to Manager, inspect all such books and records in order to verify the amount of the gross receipts.

#### **ARTICLE 6: AUDIT**

Beginning three (3) months after the date of this Agreement, City may request an audit of Manager's gross receipts by the City's auditor. The auditor shall have access to all of Manager's records and shall take such steps, as the auditor deems necessary to make an appropriate audit. The report shall be final and binding upon both of the parties, and any payment required to make adjustment in compensation shall be made within five (5) days after receipt of the report.

#### **ARTICLE 7: CONTINUOUS OPERATION**

Manager shall operate the Facility continuously and carry on business during the hours customary in comparable businesses, similarly situated with adequate inventory and personnel. This shall not prevent Manager, after consultation with the City's manager, from closing for brief periods when reasonably necessary for inventory, repairs, remodeling (when permitted), or other legitimate purposes related to the business operation, or when closure is as a result of a labor dispute, however caused, or other factors not within Manager's control.

#### **ARTICLE 8: INCOME/EXPENSES**

A. Imprest Fund. City shall establish a fund equal to one month's average expenses (the sum of the average monthly payments for accounts payable and payroll for the prior year) plus \$10,000 as set forth in Manager's budget specified by Article 9. All expenses for the Facility shall be paid out of the Imprest Fund, and the Imprest Fund shall be reimbursed monthly in an amount equal to the expenses paid for directly by the City and the expenses paid for by Manager and reimbursed by the City pursuant to Manager's Expense Statement, as defined in Article 9. Manager's compensation under this Agreement shall not be paid from this fund.

B. Reimbursement for Expenses. No later than the 25<sup>th</sup> day of each month during the term of this Agreement, Manager shall submit a statement to City for the expenses (the "Expense Statement") paid for by Manager during the previous month in connection with the operation of the Facility, including but not limited to, personnel costs, supplies and inventory, and the costs of maintenance and repairs for the Facility and a separate statement for its base management fee (the "Fee Statement"). The Expense Statement shall set forth those expenses, which have been paid for by Manager during the previous month for which reimbursement therefore is requested, including the onsite manager's reimbursable utility expense pursuant to Article 11 below. The Expense Statement shall include copies of all invoices for which reimbursement is requested and shall include a copy of Manager's check register and bank statement associated with the payment of such expenses. The Fee Statement shall set forth the gross revenue received during the previous month from (i) the rental of RV spaces, (ii) the sale for petroleum products at the Fueling Station, and (iii) the sale of goods at the Grocery Store. The fee Statement shall include copies of all deposit slips used in connection with Article 4 above. The City shall reimburse Manager for the expenses set forth in the Expense Statement within five (5) business days of receipt, and shall reimburse the Imprest Fund at the same time. Manager and the City's manager shall meet and discuss any times in question within ten (10) *business days of receipt of Manager's statement and if the questions or disputes cannot be resolved by the City Manager and Manager, then the issue shall be submitted to the City Council for resolution.*

C. Payment of Compensation. The base monthly fee shall be paid by City within ten (10) business days after the City receives the Fee Statement. The Annual Performance Fee shall be based on the calendar year and shall be paid by the City in two parts. The first payment shall be made in the month of July based on Manager expense statements for the prior six months, and the second payment shall be made within twenty (20) business days of the date Manager submits all of its expense statements for the applicable calendar year.

## **ARTICLE 9: MANAGER'S BUDGET**

Manager shall submit a budget for the operation of the Facility to the City for the City's approval prior to the signing of this Agreement. This budget shall include an itemization of annual and monthly-anticipated expenses, revenues, proposed RV rental rates and proposed markup percentage for store and petroleum products. Manager will annually, by March 31, submit a proposed budget for the next fiscal year's (July 1 to June 30) operation to the City's Manager. Manager will meet at least quarterly with the City's manager to review the current financial reports for the Facility.

## **ARTICLE 10: REPAIR AND MAINTENANCE COSTS.**

Manager shall obtain prior approval from City for all maintenance and repair costs to the Facility that exceeds \$1,500.

## **ARTICLE 11: STANDARD OF PERFORMANCE**

Manager shall operate the Facility in a prudent, businesslike manner with a goal of providing the public with quality service and maximizing the financial return of the City. Manager shall maintain the Facility in good condition and repair. Manager's operation of the Facility shall conform to all applicable laws and regulations and said operation shall refrain from any activity that would be unreasonably offensive to owners or users of neighboring premises or would tend to create a nuisance.

Manager shall operate the Facility according to all park rules and regulations established by the City and agree to notify City of any violations of these rules and regulations

Manager shall have a manager or Manager's representative continuously onsite (the "onsite manager"). The onsite manager or Manager's representative shall be an employee of Manager. City agrees that the onsite manager or Manager's representative may occupy the apartment located at the Facility free of rent to the City. Manager or the onsite manager, as the case may be, shall pay for all utilities associated with the onsite manager's apartment; provided, City shall reimburse Manager or the onsite manager, as the case may be, for the natural gas, basic cable television, garbage, electricity, water, and sewer associated with the onsite manager's apartment and the same will be considered Operating Expenses of the Facility. Manager or onsite manager will be personally responsible and shall pay for his/her telephone service and all other utility expenses related to the onsite manager's apartment. Telephone service and other non-covered utility expenses shall not be reimbursable expenses to Manager. Manager and its employees, including the onsite manager shall be personally responsible and shall pay for any fuel, goods, supplies, or any other product or material of the Facility personally used or consumed by such individuals and for all personal long distance telephone calls made from phones located at the Facility. City shall not reimburse Manager or its employees for the same.

## **ARTICLE 12: HAZARDOUS SUBSTANCES**

Manager shall not cause or permit any hazardous substances to be brought onto, spilled, leaked, disposed of, or otherwise released on the premises of the Facility; provided, Manager may use or otherwise handle on the Facility's premises only those hazardous substances typically used or sold in the prudent and safe operation of an RV park. Manager may store such hazardous substances on the premises only in quantities necessary to satisfy Manager's reasonable anticipated needs. Manager shall comply with all environmental laws and exercise the highest degree of care in the use, handling and storage of hazardous substances and shall take all practicable measures to

minimize the quantity and toxicity of hazardous substances used, handled or stored on the Facility premises. The term "environmental laws" shall mean any federal, state or local statute, regulation, ordinance or any judicial or other governmental order pertaining to the protection of health, safety or the environment. The term "hazardous substances" shall mean any hazardous, toxic, infectious or radioactive substance, waste and material as defined or listed by any environmental law and shall include, without limitation, petroleum oil and its fractions.

## **ARTICLE 13: INSURANCE**

- A. Indemnification. Manager shall defend, indemnify and hold harmless City and its employees against all damages, liabilities, costs, claims or expenses, including reasonable attorneys' fees arising out of (i) the operation of the Facility by Manager, or any condition of the Facility under Manager's control, (ii) any tortuous act, negligence, fraud or willful misconduct of Manager, its agents, employees, officers, shareholders or affiliates or any breach by Manager of its obligations under this Agreement, or (iii) any act or omission of Manager, its agents, employees, officers, or shareholders resulting in the termination of or a default under any contract. The terms of this Article shall survive the expiration or termination of this Agreement. City shall have no liability to Manager and Manager shall make no claim against City or any employee of City for any injury, loss or damage caused by third parties or by any condition of the Facility. If the City develops an off-season public swim program sponsored by the City, it shall be recognized as a City program, not under the Manager's control.
- B. Liability Insurance. At the time of signing this Agreement, Manager shall procure and, thereafter during the term of this Agreement, shall continue to carry the following insurance: Comprehensive general liability insurance with a responsible company with limits of not less than \$1,000,000 single combined limit for injury to person and for damage to property. Such insurance shall cover all risks arising directly or indirectly out of Manager's activities on or any condition of the Facility. City shall be named as an additional insured on this policy. Certificates evidencing such insurance and bearing endorsements requiring ten (10) days' written notice to City prior to any change or cancellation shall be furnished to City prior to Manager's beginning the operation of the Facility. City shall continue to carry liability coverage for any liability of the City under the Oregon Tort Claims Act.
- C. Fidelity Bond. Manager shall maintain, at Manager's expense, a fidelity bond of \$100,000 with respect to Manager or Manager's employees. Manager shall execute a "joint loss payable" Agreement and pay over to City promptly upon receipt, all funds received by Manager from or on account of any such fidelity bond arising from loss, theft, embezzlement or other fraudulent acts of Manager or Manager's employees with respect to the operation of the Facility. Evidence of this coverage shall be furnished to the City. The cost of this bond shall not be a reimbursable expense.



#### **ARTICLE 14: ASSIGNMENT**

Manager shall not have the right to assign, transfer or devolve upon any other person or entity, by operation of law or otherwise, any of the rights in and to this Agreement without the written consent of City, which may be withheld in City's sole discretion. An unauthorized assignment of this Agreement shall constitute a material default under this Agreement.

#### **ARTICLE 15: REMEDIES ON DEFAULT**

The parties shall have all remedies for default of this Agreement, which are provided under Oregon law, including but not limited to, terminating this Agreement.

#### **ARTICLE 16: TERMINATION OF AGREEMENT**

This Agreement may be terminated by either party for any reason upon giving the other party ninety (90) days written notice of intent to terminate. City may immediately terminate this Agreement at any time and upon written notice to Manager due to the gross negligence, fraud, or willful misconduct of Manager, its agents or employees. City may also terminate this Agreement if Manager has failed to keep, observe or perform any covenant, agreement, term or provision of this Agreement, provided that any time Manager is in breach of any covenant, agreement, term of provision, City shall thereupon so advise Manager, by written notice directed in accordance with article 18 and afford Manager a 15-day period to cure such breach; provided, however, that if such breach is of a nature that it cannot with reasonable diligence and good faith be cured within 15-day period, and Manager commences to cure the breach within the 15-day period, then such period shall be extended for so long as Manager diligently and in good faith continues to pursue the cure, but in no event shall such period be extended beyond the thirtieth (30<sup>th</sup>) day after the notice date of the breach was first given by City to Manager.

#### **ARTICLE 17: PUBLIC USE OF THE PARK**

City reserves the right to allow the public to use portions of the Facility, including the meeting room and swimming pool, so long as the public's use of the Facility does not infringe upon the operation of the Facility for the benefit of paying visitors.

#### **ARTICLE 18: GENERAL CONDITIONS**

- A. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. 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 contract did not contain a particular term or provision held to be invalid.

- B. Tort Claims Act. Manager or Manager's employees are not officers or employees of the City as those terms are used in ORS 30.265.
- C. Equal Employment Opportunity.
1. The Manager will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, age, mental or physical handicap, or national origin.
  2. The Manager will, in all solicitations or advertisements for employees placed by or on behalf of the Manager state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, marital status, age, physical or mental handicap, or national origin.
  3. In the event of the Manager's noncompliance with the nondiscrimination clauses of this Agreement or with any of applicable rules, regulations, or orders of governmental agencies having jurisdiction, this Agreement may be cancelled, terminated, or suspended in whole or in part.
- D. Workers' Compensation Coverage Requirements. The Manager, 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. The Manager shall provide proof of coverage at the time of the execution of this Agreement and continuing proof of coverage during the period of this Agreement.
- E. Other Taxes and Charges. The Manager will be solely responsible for payment of any federal or state taxes required as a result of this Agreement. This Contract is not intended to entitle the Manager to any benefits generally granted to owners and employees. Without limitation, but by way of illustration, the benefits not intended to be extended by this Contract to the Manager are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime pay, Social Security, workers' compensation, unemployment compensation, or retirement benefits (except so far as benefits are required by law if the Manager is presently a member of the Public Employees Retirement System).
- F. Public Contracting Law. The following terms and conditions are made a part of this Agreement. The Manager agrees that it shall:
1. Make payments promptly, as due, to all persons supplying Manager labor or materials for the work performed for in this Agreement.
  2. Pay all contributions or amounts due the Industrial Accident Fund incurred in the performance of this Agreement.
  3. Not permit any lien or claim to be filed or prosecuted against the City on account of services performed for Manager.

4. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
5. If the Manager fails, neglects, or refused to make prompt payment of any claim for labor or service furnished to the Manager by any person in connection with this Agreement, as such claim becomes due, project manager representing the City may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Manager by reason of this Agreement.
6. The Manager shall promptly, as due, make payment to any person, co-partnership, association, or corporation, furnishing medical, surgical, and hospital care, or other needed care and attention, incident to sickness or injury, to the employees of the Manager, or all sums which the Manager agrees to pay for such services and all moneys and sums which the Manager collected or deducted from the wages of employees pursuant to any law, contract, or agreement for the purpose of providing or paying for such services.

G. Jurisdiction and Disputes: If a dispute arises between the parties regarding breach of this Agreement or interpretation of any term of this Agreement, the parties shall first attempt to resolve the dispute by negotiation, followed by mediation, if negotiation fails to resolve the dispute.

Step One:

The Project Managers will negotiate on behalf of the entities they represent. The parties shall meet and attempt to resolve the issue. If the dispute is resolved at this step, there shall be a written determination of such resolution, signed by each party, which shall be binding upon the parties.

Step Two:

If the dispute cannot be resolved within ten (10) days at Step One, the parties shall submit the matter to non-binding mediation. The parties shall attempt to agree on a mediator. If they cannot agree, the parties shall request a list of five (5) mediators from an entity or firm providing mediation services. The parties will attempt to mutually agree on a mediator from the list provided, but if they cannot agree, each party shall select one (1) name and the selected mediators shall select a third name. The dispute shall be heard by a panel of three (3) mediators and any common costs of mediation shall be borne equally by the parties who shall each bear their own costs and fees thereof. If the issue is resolved at this step, a written determination of such resolution shall be signed by each party.

Step Three:

Disputes that are not resolved after exhausting Steps One and Two above shall be

submitted to binding arbitration under the rules of the American Arbitration Association. If arbitration is commenced, the prevailing party shall be entitled to its reasonable attorney fees as may be awarded by the arbitrator.

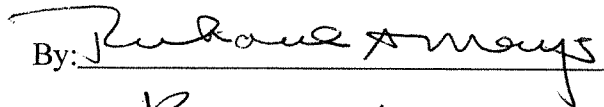
- H. Amendments: This Agreement cannot be changed or modified except by another written agreement signed by the party against who the change is sought to be enforced.
- I. Entire Agreement. This Agreement represents the entire understanding of the City and Manager as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Agreement may not be modified or altered except in writing signed by both parties.
- J. Headings. The article, section and paragraph heading contained herein are for the convenience of reference only and are not intended to define, limit or describe the scope or intent of any provision of this Agreement
- K. Notice. Notices shall be given by first class mail, postage prepaid to the following addresses:

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City of Cannon Beach  
Rich Mays, City Manager  
163 E. Gower St.  
Cannon Beach, OR 97110

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their respective authorized officers or representatives as of the day and year first above written.

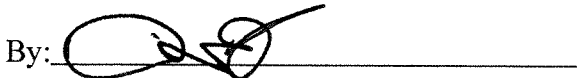
**City of Cannon Beach**

By: 

Name: Richard A. Mays

Title: City Manager

**Escape Lodging Company**

By: 

Name: Patrick Nofield

Title: President

### **Attachment "C"**

The Manager shall manage the City's RV Park including, but not limited to paying for all expenses associated with the RV Park, hiring and terminating employees, maintaining the books and records, collecting and disbursing of funds, repairing and maintaining structures and the swimming pool, advertising and renting RV spaces, operating the store and fueling stations, maintaining the landscaping, maintaining adequate security, operating a reservation system, and applying for and obtaining all required governmental and quasi-governmental permits, licenses and approvals if the same have not already been obtained, for use of the RV park and related operations of the RV Park, and such other duties as described in this Agreement. Attach response to the Request For Proposal for Management of RV Park to incorporate herein.

**AMENDMENT TO THE MANAGEMENT AGREEMENT  
FOR THE CANNON BEACH RV PARK**  
EFFECTIVE DATE OF ORIGINAL AGREEMENT 4th day of May 2011

THIS AMENDMENT TO THE AGREEMENT is effective this 2nd day of September 2014, by and between the City of Cannon Beach, hereinafter referred to as "City" and Escape Lodging Company, hereinafter referred to as "Manager."

1. Article 13, Section B of the original agreement shall be stricken in its entirety and replaced with the following:

ARTICLE 13: INSURANCE

B. "Manager shall obtain, at Manager's expense, and keep in effect during the term of this Contract, Commercial General Liability Insurance, or a combination of Commercial General Liability Insurance and Umbrella Liability Insurance, covering bodily injury and property damage an "occurrence" form and with coverage that is satisfactory to the City. This insurance shall include personal injury liability, products and completed operations, and contractual liability coverage for the indemnity provided under this Contract, and is made on an occurrence basis. Such insurance shall be primary and non-contributory. Coverage shall be a minimum of \$2,000,000 per occurrence and \$2,000,0000 aggregate. The policy shall name the City as an additional insured and Manager shall provide for written notice of cancellation to the City at least 60 days prior to cancellation. Manager shall provide City with a certificate of insurance within 10 days after execution of this Contract and Manager shall provide the City with renewals of such certificates of insurance. "

2. Sections A and C of Article 13 shall remain as is in the original agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their respective authorized officers or representatives as of the day and year first above written.

<p style="text-align: center;"><b>City of Cannon Beach</b></p> <p>By: <u>Jennie Messmer</u></p> <p>Name: <u>Jennie Messmer</u></p> <p>Title: <u>Interim City Manager</u></p>	<p style="text-align: center;"><b>Escape Lodging Company</b></p> <p>By: <u>Patrick Vofield</u></p> <p>Name: <u>Patrick Vofield</u></p> <p>Title: <u>President</u></p>
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**FIRST AMENDMENT TO AGREEMENT  
BETWEEN CITY OF CANNON BEACH AND ESCAPE LODGING COMPANY**

This First Amendment to the original Agreement between the City of Cannon Beach, hereinafter referred to as "City" and Escape Lodging Company, hereinafter referred to as "Manager" is dated effective as of the later of June 30, 2016 or date fully executed by both parties ("Effective Date"), and is entered into by and between the City of Cannon Beach, hereinafter referred to as "City" and Escape Lodging Company, hereinafter referred to as "Manager."

The City and the Manager entered into an Agreement effective July 1, 2011 (the "Agreement").

The City and the Manager now desire to amend the terms of the Agreement as more particularly set forth below:

1. **The original agreement effective July 1, 2011 expires on July 1, 2016; however, the parties agree to a 3-month extension of the Agreement such it will now expire on October 1, 2016.**
2. Except as provided in this Amendment, all terms used in this Amendment that are not otherwise defined shall have the respective meanings ascribed to such terms in the Agreement.
3. This Amendment embodies the entire agreement between the City and the Manager with respect to the amendment of the Agreement. In the event of any conflict or inconsistency between the provisions of the Agreement and this Amendment, the provisions of this Amendment shall control and govern.
4. Except as specifically modified and amended herein, all of the terms, provisions, requirements and specifications contained in the Agreement remain in full force and effect. Except as otherwise expressly provided herein, the parties do not intend to, and the execution of this Amendment shall not, in any manner impair the Agreement, the purpose of this Amendment being simply to amend and ratify the Agreement, as hereby amended and ratified, and to confirm and carry forward the Agreement, as hereby amended, in full force and effect.
5. THIS AMENDMENT SHALL BE CONSTRUED AND GOVERNED BY THE LAWS OF THE STATE OF OREGON.

IN WITNESS WHEREOF, the City and Manager have executed and delivered this Amendment effective as of the Effective Date.

By: City of Cannon Beach

Name: 

Title: CITY MANAGER

Date: 6/22/16

By: Escape Lodging

Name: 

Title: President

Date: 6/28/16



**SECOND AMENDMENT TO AGREEMENT  
BETWEEN CITY OF CANNON BEACH AND ESCAPE LODGING COMPANY**

This Second Amendment to the original Agreement between the City of Cannon Beach, hereinafter referred to as "City" and Escape Lodging Company, hereinafter referred to as "Manager" is dated effective as of the later of September 30, 2016 or date fully executed by both parties ("Effective Date"), and is entered into by and between the City of Cannon Beach, hereinafter referred to as "City" and Escape Lodging Company, hereinafter referred to as "Manager."

The City and the Manager entered into an Agreement effective July 1, 2011 (the "Agreement").

The City and the Manager now desire to amend the terms of the Agreement as more particularly set forth below:

- 1. The original agreement effective July 1, 2011 expired on July 1, 2016, the parties agreed to a first 3-month extension of the Agreement which expired on October 1, 2016 and now the parties agree to a second amendment such as it will now expire on January 1, 2017.**
2. Except as provided in this Amendment, all terms used in this Amendment that are not otherwise defined shall have the respective meanings ascribed to such terms in the Agreement.
3. This Amendment embodies the entire agreement between the City and the Manager with respect to the amendment of the Agreement. In the event of any conflict or inconsistency between the provisions of the Agreement and this Amendment, the provisions of this Amendment shall control and govern.
4. Except as specifically modified and amended herein, all of the terms, provisions, requirements and specifications contained in the Agreement remain in full force and effect. Except as otherwise expressly provided herein, the parties do not intend to, and the execution of this Amendment shall not, in any manner impair the Agreement, the purpose of this Amendment being simply to amend and ratify the Agreement, as hereby amended and ratified, and to confirm and carry forward the Agreement, as hereby amended, in full force and effect.
5. THIS AMENDMENT SHALL BE CONSTRUED AND GOVERNED BY THE LAWS OF THE STATE OF OREGON.

IN WITNESS WHEREOF, the City and Manager have executed and delivered this Amendment effective as of the Effective Date.

By: City of Cannon Beach

Name: 

Title: CITY MANAGER

Date: 10/4/16

By: Escape Lodging

Name: 

Title: President

Date: 10/4/16

**THIRD AMENDMENT TO AGREEMENT  
BETWEEN CITY OF CANNON BEACH AND ESCAPE LODGING COMPANY**

This Third Amendment to the original Agreement between the City of Cannon Beach, hereinafter referred to as "City" and Escape Lodging Company, hereinafter referred to as "Manager" is dated effective as of the later of December 31, 2016 or date fully executed by both parties ("Effective Date"), and is entered into by and between the City of Cannon Beach, hereinafter referred to as "City" and Escape Lodging Company, hereinafter referred to as "Manager."

The City and the Manager entered into an Agreement effective July 1, 2011 (the "Agreement").

The City and the Manager now desire to amend the terms of the Agreement as more particularly set forth below:

- 1. The original agreement effective July 1, 2011 expired on July 1, 2016, the parties agreed to a first 3-month extension of the Agreement which expired on October 1, 2016, a second extension of the Agreement which expired on December 31, 2016 and now the parties agree to a third amendment such as it will now expire on June 30, 2017.**
- 2. Additionally, Article 3 is now amended such that the monthly payment to the manager will be increased to \$3,800.**
- 3. No other items in the original contract are changed by this amendment other than the two stated in sections 1 and 2 above.**
4. Except as provided in this Amendment, all terms used in this Amendment that are not otherwise defined shall have the respective meanings ascribed to such terms in the Agreement.
5. This Amendment embodies the entire agreement between the City and the Manager with respect to the amendment of the Agreement. In the event of any conflict or inconsistency between the provisions of the Agreement and this Amendment, the provisions of this Amendment shall control and govern.
6. Except as specifically modified and amended herein, all of the terms, provisions, requirements and specifications contained in the Agreement remain in full force and effect. Except as otherwise expressly provided herein, the parties do not intend to, and the execution of this Amendment shall not, in any manner impair the Agreement, the purpose of this Amendment being simply to amend and ratify the Agreement, as hereby amended and ratified, and to confirm and carry forward the Agreement, as hereby amended, in full force and effect.

THIS AMENDMENT SHALL BE CONSTRUED AND GOVERNED BY THE LAWS OF THE STATE OF OREGON.

IN WITNESS WHEREOF, the City and Manager have executed and delivered this Amendment effective as of the Effective Date.

By: City of Cannon Beach

Name: 

Title: CITY MANAGER

Date: 2/8/17

By: Escape Lodging

Name: 

Title: Owner

Date: 2/10/17

**FOURTH AMENDMENT TO AGREEMENT  
BETWEEN CITY OF CANNON BEACH AND ESCAPE LODGING COMPANY**

This Fourth Amendment to the original Agreement between the City of Cannon Beach, hereinafter referred to as "City" and Escape Lodging Company, hereinafter referred to as "Manager" expires June 30, 2017,

The City and the Manager entered into the original Agreement effective July 1, 2011 (the "Agreement").

The City and the Manager now desire to amend the terms of the original Agreement as set forth below:

- 1. The original Agreement effective July 1, 2011 expired on July 1, 2016, the parties agreed to a first amendment which encompassed a 3-month extension of the original Agreement which expired on October 1, 2016, a second amendment to the original Agreement extended the Agreement to December 31, 2016, a third amendment of the original Agreement extended the Agreement to June 30, 2017, and amended the Article 3 of the original Agreement such that the monthly payment to the manager was increased to \$3,800.**
- 2. The parties now agree to a fourth amendment to the original Agreement such that the original agreement will expire on September 30, 2017.**
- 3. No other items in the original Agreement are changed by this fourth amendment.**
4. Except as provided in this fourth amendment, all terms used in this amendment that are not otherwise defined shall have the respective meanings ascribed to such terms in the original Agreement.
5. This fourth amendment embodies the entire agreement between the City and the Manager. In the event of any conflict or inconsistency between the provisions of the original Agreement and this fourth amendment, the provisions of this fourth amendment shall control and govern.
6. Except as specifically modified and amended herein, all of the terms, provisions, requirements and specifications contained in the original Agreement remain in full force and effect. Except as otherwise expressly provided herein, the parties do not intend to, and the execution of this fourth amendment shall not, in any manner impair the original Agreement, the purpose of this fourth amendment being simply to amend and ratify the original Agreement, as hereby amended and ratified, and to confirm and carry forward the original Agreement, as hereby amended, in full force and effect.

THIS AMENDMENT SHALL BE CONSTRUED AND GOVERNED BY THE LAWS OF THE  
STATE OF OREGON.

IN WITNESS WHEREOF, the City and Manager have executed and delivered this Amendment effective as of the Effective Date.

By: City of Cannon Beach

By: Escape Lodging

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**FIFTH AMENDMENT TO AGREEMENT  
BETWEEN CITY OF CANNON BEACH AND ESCAPE LODGING COMPANY**

This fifth amendment to the original agreement between the City of Cannon Beach, hereinafter referred to as "City" and Escape Lodging Company, hereinafter referred to as "Manager" expires June 30, 2018. ~~2019~~

The City and the Manager entered into the original agreement effective July 1, 2011 (the "Agreement").

The City and the Manager now desire to amend the terms of the original Agreement as set forth below:

1. The original agreement effective July 1, 2011 expired on July 1, 2016, the parties agreed to four previous amendments extending the original agreement.
2. The parties now agree to a fifth amendment to the original Agreement such that the original agreement will expire on June 30, 2018. ~~2019~~
3. No other items in the original Agreement are changed by this fifth amendment.
4. Except as provided in this fifth amendment, all terms used in this amendment that are not otherwise defined shall have the respective meanings ascribed to such terms in the original Agreement.
5. This fourth amendment embodies the entire agreement between the City and the Manager. In the event of any conflict or inconsistency between the provisions of the original Agreement and this amendment, the provisions of this fifth amendment shall control and govern.
6. Except as specifically modified and amended herein, all of the terms, provisions, requirements and specifications contained in the original agreement remain in full force and effect. Except as otherwise expressly provided herein, the parties do not intend to, and the execution of this fourth amendment shall not, in any manner impair the original agreement, the purpose of this fourth amendment being simply to amend and ratify the original agreement, as hereby amended and ratified, and to confirm and carry forward the original Agreement, as hereby amended, in full force and effect.

THIS AMENDMENT SHALL BE CONSTRUED AND GOVERNED BY THE LAWS OF THE STATE OF OREGON.

IN WITNESS WHEREOF, the City and Manager have executed and delivered this Amendment effective as of the Effective Date.

By: City of Cannon Beach

Name: [Signature]

Title: CITY MANAGER

Date: 8/3/18

By: Escape Lodging

Name: [Signature]

Title: PRESIDENT

Date: 8/3/18





# CITY OF CANNON BEACH

## **SIXTH AMENDMENT TO AGREEMENT BETWEEN CITY OF CANNON BEACH AND ESCAPE LODGING COMPANY**

The fifth amendment to the original agreement between the City of Cannon Beach, hereinafter referred to as "City" and Escape Lodging Company, hereinafter referred to as "Manager" expired June 30, 2019.

Although the fifth amendment to the original agreement expired on June 30, 2019, the parties contractual relationship continued unchanged.

The City and the Manager desire to again have a written agreement extending the original agreement for an additional term.

The City and the Manager entered into the original agreement effective July 1, 2011 (the "Agreement").


The City and the Manager now desire to amend the terms of the original Agreement as set forth below:

1. The original Agreement effective July 1, 2011 expired on July 1, 2016, the parties agreed to a first amendment which encompassed a 3-month extension of the original Agreement which expired on October 1, 2016. Since that amendment, there have been other amendments with this being the sixth. The third amendment of the original Agreement amended the Article 3 of the original Agreement such that the monthly payment to the manager was increased to \$3,800. With this amendment, Article 3 is now amended such that monthly payment to the Manager will be increase to \$4,200 per month effective July 1, 2022.
2. The parties now agree to a sixth amendment to the original Agreement such that the original agreement with the change to Article 3 (mentioned above) will expire on June 30, 2024.
3. No other items since the third amendment have changed.
4. Except as provided in this sixth amendment, all terms used in this amendment that are not otherwise defined shall have the respective meanings ascribed to such terms in the original Agreement.
5. This sixth amendment embodies the entire agreement between the City and the Manager. In the event of any conflict or inconsistency between the provisions of the original Agreement and this amendment, the provisions of this sixth amendment shall control and govern.
6. Except as specifically modified and amended herein, all of the terms, provisions, requirements and specifications contained in the original agreement remain in full force and effect. Except as otherwise expressly provided herein, the parties do not intend to, and the execution of this sixth amendment shall not, in any manner impair the original Agreement, the purpose of this sixth amendment being simply to amend and ratify the original Agreement, as hereby amended and ratified, and to confirm and carry forward the original Agreement, as hereby amended, in full force and effect.

THIS AMENDMENT SHALL BE CONSTRUED AND GOVERNED BY THE LAWS OF THE  
STATE OF OREGON.

IN WITNESS WHEREOF, the City and Manager have executed and delivered this Amendment effective  
as of the Effective Date.

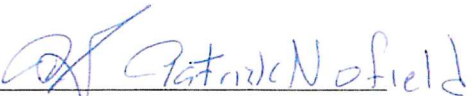
By: City of Cannon Beach

Name: 

Title: CITY MANAGER

Date: 10/13/21

By: Escape Lodging

Name: 

Title: President

Date: 10/13/2021