



City Hall, PO Box 708, Garibaldi, OR 97118
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City Email: city@garibaldi.gov

GARIBALDI CITY COUNCIL WORK SESSION

Via Zoom	https://us02web.zoom.us/j/85607129359	Meeting ID:	856 0712 9359
Via Phone	253-215-8782	Password:	809329

MONDAY SEPTEMBER 14, 2026, 4:00 PM

A. CONVENING OF MEETING

B. OLD BUSINESS

1.

C. NEW BUSINESS

1. Hunter Communications Services Franchise
2. Proclamation Declaring Safe & Welcoming Communities
3. Halloween Events
4. Consideration of Sale/Donation of City Lot 1N10 21BD 00700

D. ADJOURNMENT

FRANCHISE FOR COMMUNICATIONS SERVICES

HUNTER COMMUNICATIONS

This Franchise Agreement for Communications Services is by and between the City of Garibaldi, a municipal corporation of the state of Oregon (“City”), and Hunter Communications & Technologies LLC (“Hunter Communications”), an Oregon limited liability company (“Grantee” or “Franchisee”).

SECTION 1. Definitions.

“**City**” means City of Garibaldi, Oregon.

“**Code**” shall mean the City of Garibaldi Municipal Code.

“**Communications Service**” shall mean any service provided for the purpose of transmission of information, including but not limited to, voice, video, or data, without regard to the transmission protocol employed, whether or not the transmission medium is owned by the provider itself. Communications Service includes, but may not be limited to, exchange access services, defined by ORS 403.105, telephone service, and fiber-based or broadband internet services, whether provided together or separately, by the Franchisee pursuant to this Franchise.

“**Grantee**” or “**Franchisee**” means Hunter Communications, and its affiliates, successors, or assigns.

“**Facilities**” means the conduits, cables, poles, wires, fibers, fixtures, underground lines, and appurtenances thereto, including other technical facilities necessary for the purpose of providing Communications Service. For the avoidance of doubt, “Facilities” includes all facilities necessary to provide broadband internet access services.

“**Gross Revenues**” means any and all revenues earned and received by the Grantee in the delivery of Communications Services within the City utilizing the Telecommunication System located in the Rights-of-Way. Gross Revenues shall not include municipal, state, or federal fees or taxes imposed by law or regulation directly on Franchisee’s customers and which Franchisee is required to pass through to the entity imposing the fee or tax, and unrecoverable bad debt.

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

“**Public Way**” or “**Right-of-Way**” shall include any street, road, bridge, alley, sidewalk, trail, path and utility easement, including the subsurface under and air space over these areas. This definition applies only to the extent of the City’s right or authority to grant a franchise to occupy and use such areas for the Facilities.

“Telecommunication System” shall include all Facilities that are maintained, operated, or used by Franchisee to provide Communications Service and located in the Rights-of-Way administered and regulated by the City.

SECTION 2. Grant of Franchise. The City hereby grants to Franchisee a non-exclusive right and privilege, subject to all City ordinances, policies, rules and regulations, including but not limited to the City’s Code, to erect, construct, operate, repair, and maintain in, under, upon, along, across, and over the City’s present and future Rights-of-Way, all Facilities necessary for the purpose of providing Communications Services within the City. This Franchise is non-exclusive, and the City reserves the right to grant a similar privilege to any Person at any time during the period of this Franchise. This grant is further subject to all prior rights, interests, agreements, permits, easements or licenses granted by the City, and to the City's right to use the Rights-of-Way for any purpose it deems fit, including the same or similar purposes allowed Grantee hereunder. This Franchise does not grant any rights with regard to attaching to or using any City or public property located within the Rights-of-Way (i.e., streetlights or conduit). Such additional use of City property may be granted on an individual basis under a separate arrangement.

SECTION 3. Compliance with Laws, Rules and Regulations. The locations and methods of installation and maintenance of all Grantee's Facilities shall be subject at all times to regulation by the City (including City's ordinances and policies on street cuts and use of right-of-way), and all such Facilities shall be so constructed and maintained as to interfere as little as practicable with street or other traffic. All of such Facilities shall be installed and at all times maintained by Grantee in accordance with industry standards. Grantee shall change the location of or remove any pole, conduit, structure, or Facility within the public Right-of-Way when the City determines that the public convenience requires such change or removal. The expense of said change shall be paid by Grantee.

SECTION 4. Incorporation of Code. This Franchise is granted pursuant to the applicable City Code and shall be interpreted to include all provisions of the Code, as it now exists and as it may be amended during the term of the Franchise, and all other applicable municipal regulations. It shall be the responsibility of the Franchisee to stay informed of any amendments to applicable provisions of the Code and all related regulations.

SECTION 5. Term. The term for this Franchise shall be for a period of ten (10) years, beginning on the Effective Date identified below in Section 16. This Franchise shall not automatically renew. Franchisee may submit a written request for renewal no earlier than twelve (12) months and no later than six (6) months before expiration. Any renewal shall be subject to applicable law and approval by City Council.

SECTION 6. Conditions on Right-of-Way Occupancy. In addition to the Code or City design and development standards, which provide general terms, obligations, and conditions for construction, installation, relocation, and removal of Franchisee’s Facilities, these additional terms and conditions apply:

- A. **Use.** Grantee shall construct, install, maintain and operate its Facilities in designated City rights-of-way to the industry standard and City's satisfaction, in compliance with all state laws and regulations and City ordinances, rules, policies and regulations; and in a manner so as to cause minimum interference with the proper use of streets, alleys, and other public ways and places, and to cause minimum interference with the rights or reasonable convenience of property owners who adjoin any of the streets, alleys or other public ways or places.
- B. **Coordination with Public Works.** Prior to construction, Franchisee shall coordinate with the proposed location, depth, alignment, method of installation, traffic control, and construction schedule with the Public Works Department. City may reasonably require Franchisee to modify the proposed alignment or installation method when necessary to avoid conflicts with existing or planned City infrastructure, preserve access, protect pavement, or protect public health and safety.
- C. **Restoration.** In case of any disturbance of pavement, sidewalk, driveway or other surfacing by Grantee, Grantee shall, at its own cost and expense and in a manner approved by City, replace and restore all paving, sidewalk, driveway, landscaping or surface of any street or alley disturbed to a condition equal to or better than the condition immediately before the work, subject to applicable City standards and reasonable City approval. If Grantee fails to make restoration as required, City may cause the repairs to be made at the expense of Grantee. Franchisee shall warrant permanent pavement and surface restoration against defective workmanship, settlement, failure, or deterioration attributable to Franchisee's work for a period of two (2) years following City's acceptance of the restoration. Nothing in this warranty limits Franchisee's responsibility for latent defects or other obligations imposed by applicable law
- D. **Relocation.** If the removal or relocation of Facilities is caused directly by an identifiable private development of property and the removal or relocation of Facilities occurs within the area to be developed, or is made for the convenience of a customer, Grantee may charge the expense of removal or relocation to the developer or customer provided it is not contrary to any laws. Grantee shall be solely responsible for enforcing collection from the developer or customer. City may require Grantee to relocate its Facilities. If the removal or relocation of Facilities results from City's need to provide public Facilities, is a City project, or is otherwise requested by City and is made for the purpose of improving a street to City standards or other improvement for the benefit of the public, Grantee will remove or relocate its Facilities at Grantee's expense within a reasonable time frame after notification by City. In cases of capital improvement projects undertaken by City, Grantee shall convert existing overhead distribution Facilities to underground at Grantee's expense if requested to do so by City. City agrees to comply with provisions of applicable law when requiring such conversion. In the

event that any electric utilities, cable facilities and telecommunication facilities are reimbursed by the City or any agency thereof for the placement of cable underground or the movement of cable, Grantee shall be reimbursed upon the same terms and conditions as any telecommunications, electrical or other utilities.

- E. Placement of Facilities.** Grantee shall not place its Facilities where they will interfere with any existing or future City utility, gas, electric or telephone fixture, power, sanitary sewer, storm sewer or water facility. Grantee will consult with City's Public Works Department prior to placement of Facilities, and will comply with all City ordinances, policies, rules and regulations in connection with its placement of Facilities. Whenever all existing electric utilities, cable facilities and telecommunications facilities are located underground with in a public right of way of the City, Grantee must also locate and relocate its Facilities underground.
- F. Undergrounding.** Where City requires utilities generally to be placed underground as part of a public improvement project or within a Right-of-Way where comparable existing utilities are underground, Franchisee shall place or relocate its Facilities underground on the same basis and subject to the same generally applicable requirements imposed upon similarly situated utilities, to the extent permitted by law. If City or another governmental agency reimburses similarly situated utilities for such relocation or undergrounding, Franchisee shall be treated on comparable terms as required by applicable law.
- G. Temporary Rearrangement of Facilities.** Grantee shall, consistent with City policies, ordinances, rules and regulations, arrange to temporarily raise, lower, or otherwise move its Facilities to permit the moving of buildings or other objects if the Person wishing to move the building or other object makes a reasonable arrangement to reimburse Grantee for its expenses in rearranging its Facilities. Nothing contained in this section shall preclude City from requiring Grantee to move its Facilities at its own expense when public convenience requires the move, as described in Subsection 3 of this section.
- H.** In an emergency, City may take reasonable action necessary to protect life, property, public infrastructure, or continued operation of City services, including exposing, supporting, temporarily moving, disconnecting, or otherwise protecting Franchisee's Facilities. City shall make reasonable efforts to contact Franchisee before taking such action when circumstances permit. To the fullest extent permitted by law, City shall not be liable for damage reasonably resulting from emergency action except to the extent caused by City's negligence or willful misconduct. Franchisee shall maintain with City a twenty-four (24) hour emergency telephone number and email address capable of reaching personnel authorized to dispatch qualified personnel.

SECTION 7. Franchise Fee.

- A.** In consideration of the rights, privileges, and franchise hereby granted, Grantee

shall pay monthly to City the sum of seven percent (7%) of Gross Revenue earned from all Communications Services, which shall specifically include any data, voice and video services, provided by Grantee through Grantee's use of the City Rights-of-Way. Grantee also may at its option deduct uncollectible accounts of customers within the corporate limits of City from these gross revenues.

- B. The fee required by this section shall be due and payable within 60 days after the end of each applicable calendar quarter. Any payment not made when due shall bear interest at the rate of 12% per annum, compounded monthly, from the date due until paid.
- C. Each payment shall be accompanied by a written statement identifying: (a) the reporting period; (b) Gross Revenues used in calculating the payment; (c) permitted deductions or exclusions; (d) the applicable percentage rate or rates; and (e) the resulting amount due.
- D. City's acceptance of any payments due under this section shall not be considered a waiver by City of any breach of this franchise.
- E. Grantee agrees and covenants that it will not challenge the validity of the franchise fees under this ordinance as long as they do not exceed the maximum amounts established by applicable statutes.

SECTION 8. City Rights in Franchise.

- A. **City Supervision and Inspection.** City shall have the right to supervise all construction or installation of Grantee's Facilities subject to the provisions of this Franchise and make such inspections as it shall find necessary to ensure compliance with governing laws, ordinances, rules, and regulations.
- B. **Termination or Abandonment of Franchise.** Upon any termination of this Franchise, all Facilities installed or used by Grantee shall be removed by Grantee at Grantee's expense and the property upon which the Facilities were used restored by Grantee to the condition it was in before installation except that City or its designee shall have the following options after termination of this Franchise:
 - a. City or its designee may elect to acquire the Facilities for their fair market value consistent with any applicable law;
 - b. Value shall be determined by appraiser who is mutually acceptable to City and Grantee. In the event that City and Grantee are unable to agree on a single appraiser, then the City and Grantee shall each appoint an appraiser,

and those two appraisers shall select a third appraiser. The opinion of any two appraisers shall be determinative of the value of the Facilities.

- c. City agrees to provide Grantee with written notice of its intention to acquire Grantee's Facilities pursuant to this section within 120 days after termination of this Franchise by City, or City's declaration of Facilities abandonment by Grantee, with the closing of the acquisition to occur as soon thereafter as is practicable.
- C. **City Connection to Facilities.** In addition to City's other rights in this Franchise, and so long as Grantee has sufficient capacity on its Facilities that is not being used by a paying customer at that time, City shall have the right to obtain services from Grantee at the Grantee's most favorable rate applicable to those services. Nothing in this subsection shall affect Grantee's obligation to pay the Franchise Fee to City under Section 6 of this Agreement.
- D. **Abandonment.** Franchisee shall notify City when Facilities within a Right-of-Way are permanently abandoned. City may require Abandoned Facilities to be removed where City reasonably determines that the Facilities interfere with a public improvement, City utility, future use of the Right-of-Way, or public safety, subject to applicable law. Where City permits Abandoned Facilities to remain in place, Franchisee shall continue to identify them on its records and shall retain responsibility for them unless City expressly accepts ownership in writing.
- E. **City Services.** City and Franchisee may separately negotiate for Communications Services provided to City facilities. Any such services shall be governed by a separate written agreement and shall not constitute additional consideration required from Franchisee for use of Rights-of-Way except to the extent expressly permitted by applicable law.

SECTION 9. Grantee Records and Reports.

- A. In addition to Code requirements, Grantee shall keep accurate books of financial accounts at an office within the State of Oregon throughout the term of this franchise. Grantee shall produce all books and records directly concerning its gross revenues and other financial information deemed necessary by City for purposes of calculation of the franchise fee for inspection by City, upon no less than 10 days' prior written notice, during normal working hours. City may require periodic

reports from Grantee relating to its operation within City. City shall have the right during the term of this franchise or within 180 days thereafter to conduct audits of Grantee's records. Such audits shall be undertaken by a qualified person or entity selected by City. The cost of any such audit shall be borne by City, unless the results of any such audit reveal Grantee has underpaid the Franchise Fee by more than 5% for the period audited. In the case of such underpayment, the full cost of such audit shall be paid by Grantee. Grantee shall immediately pay the amount of the underpayment as determined by such audit to City together with 12% per annum interest from the date such payment should have been made to the date the payment is actually made.

B. Any audit information obtained by City under these provisions shall be kept confidential to the maximum extent allowed by Oregon law, except that this obligation shall not prevent the City from introducing audit results in any forum where enforcement of the provisions of this franchise is at issue.

C. As-Built Records. Within sixty (60) days following completion of new construction or significant relocation, Franchisee shall provide City with reasonably accurate as-built information showing the horizontal alignment and, when reasonably available, depth of Franchisee's Facilities. Information shall be provided electronically in a format reasonably acceptable to Public Works, including GIS-compatible information when reasonably available.

SECTION 10. Permit and Inspection Fees. Nothing in this ordinance shall be construed to limit the right of City to require Grantee to pay reasonable costs incurred by City in connection with the issuance of a franchise or permit, making an inspection, or performing any other service for or in connection with Grantee or its Facilities, whether pursuant to this ordinance or any other ordinance or regulation now in effect or hereafter adopted by City. Franchisee shall obtain all required City permits before commencing construction, excavation, installation, replacement, or substantial maintenance within a Right-of-Way, except for emergency work. Issuance of a permit does not relieve Franchisee from responsibility for compliance with this Franchise or for damage caused by its work.

SECTION 11. Grantee Liability and Indemnification.

A. Indemnification. To the fullest extent permitted by law, Grantee shall defend, save harmless and indemnify City from any loss or claim against City on account of or in connection with any activity of Grantee in the construction, operation or maintenance of its Facilities, provided such loss or claim is not as a result of the City's negligence. Nothing contained in this foregoing indemnity provision or any other indemnity provision in this franchise, shall be construed to require the Grantee to indemnify the City, the City's related parties, architects, architect's consultants and agents and employees of any of them and anyone else acting for or on behalf of the City for damages, losses, liabilities, costs and expenses due to the sole

negligence or willful misconduct of the City, the City's related parties, architects, architect's consultants and agents and employees of any of them and anyone else acting for or on the City's behalf. The City acknowledges that under no circumstances will the Grantee be liable under this franchise for special, consequential or punitive damages or damages with respect to economic loss.

B. Insurance. This Franchise shall not be effective until Grantee secures, and at all times shall be conditioned upon Grantee maintaining, a comprehensive liability insurance policy that shall contain the following provisions:

- a. Grantee shall obtain at Grantee's expense, and keep in effect at all times during the term of this franchise, public liability and property damage insurance that protects Grantee and the City, as well as the City's officers, agents, and employees, from claims arising from claims referred to in section 4.2. The insurance shall provide coverage at all times of not less than \$2,000,000 for personal injury to each person, \$4,000,000 for each occurrence, and \$1,000,000 for each occurrence involving property damages, plus cost of defense; or a single limit policy of not less than \$4,000,000 covering all claims per occurrence, plus cost of defense, unless City's then-current generally applicable insurance requirements for similarly situated right-of-way users require different limits and such requirements are permitted by law and commercially reasonable. The insurance policies may provide for self-retention or deductibles in reasonable amounts. The limits of the insurance shall be subject to statutory changes as to the maximum limits of liability imposed on municipalities of the State of Oregon during the term of this Franchise.
- b. Grantee, and its subcontractors, if any, will comply with the Oregon Worker's Compensation Law at all times.
- c. City, its officers, directors, and employees shall be added as additional insured with respect to the Grantee's general liability insurance policy. Grantee will require that its insurance carrier give the City 30 days written notice of any change in insurance coverage.
- d. There shall be no cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage without 30 days written notice to City. Any failure to comply with this provision will not affect the insurance coverage provided to City. The 30 days' notice of cancellation provision shall be physically endorsed on the policy.

- e. Coverage provided by Grantee must be underwritten by an insurance company deemed acceptable by City. City reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating or not authorized to transact business in Oregon.
- f. As evidence of the insurance coverage required by this franchise, Grantee shall furnish a Certificate of Insurance to City. This franchise shall not be in effect until the required certificates have been received and approved by City. The Certificate will specify and document all provisions within this franchise. A renewal certificate will be sent to City 10 days prior to coverage expiration.

C. Security. For a project involving substantial excavation, pavement disturbance, or other significant work within a Right-of-Way, City may reasonably require Franchisee to provide a performance bond, restoration bond, letter of credit, or other security in an amount reasonably related to Franchisee's restoration obligation. Security may be released after City's acceptance of the work, subject to any applicable restoration warranty.

SECTION 12. Transfer of Franchise. Grantee shall not sell, assign, dispose of, lease or transfer in any manner whatsoever any interest in this franchise or in the Facilities authorized by this franchise, or any part of the Facilities, without prior written approval of City, which consent shall not be unreasonably withheld. The City may impose reasonable conditions on its approval of any transfer, including but not limited to the requirement that the transferee acknowledge in writing and agree to be bound by the terms of this Franchise. City shall have the right to collect from Grantee City's actual administrative costs associated with processing a transfer request, including the cost of ascertaining the financial responsibility of the proposed transferee. The foregoing requirements shall not apply to any sale, assignment or transfer to any Person that is owned or controlled by Grantee, or any Person that owns or controls the Grantee. Grantee shall notify the City thirty (30) days prior to any such sale, assignment or transfer. For purposes of this section, a transfer includes a merger, consolidation, sale of substantially all operating assets associated with this Franchise, or change in control of Franchisee. A transfer to an affiliate under common control shall not require prior City consent unless required by applicable law, but Franchisee shall provide at least thirty (30) days' prior written notice, and such transfer shall not relieve Franchisee of its obligations unless City expressly agrees otherwise.

SECTION 13. Amendment and Renewal. This Franchise may be amended or renewed by mutual agreement of the Parties, or further action by City Council. In considering renewal, City may consider Franchisee's compliance history, payment history, restoration performance, condition and location of Facilities, changes in applicable law, changes in City standards, and City's anticipated use of its Rights-of-Way. Nothing herein obligates either party to renew the Franchise on the same terms.

SECTION 14. Default; Termination.

A. Default. Time of payment and performance are of the essence in the Franchise. The following shall be events of default:

- a. Default in Payments. The failure of Grantee to pay City when due any amounts required by the Franchise and such failure continues for a period of ten (10) days after the first overdue notice.
- b. Default in Other Covenants. The failure of Grantee to perform any of the covenants and conditions required herein to be kept and performed by Grantee, and such failure continues for a period of 30 days after notice from City of such failure.
- c. Notwithstanding the foregoing, City may require immediate corrective action for conditions presenting an imminent threat to public health, safety, property, City infrastructure, or essential City services.
- d. If a default remains uncured after the applicable cure period, City may suspend permits to the extent lawful, pursue remedies available under the Code or law, recover damages and reasonable costs, seek injunctive relief, or commence proceedings to revoke or terminate this Franchise. City's failure to exercise a remedy immediately upon default shall not waive City's right to exercise that remedy while the default remains uncured.

B. Termination or Revocation. Upon the occurrence of an event of default, this Franchise may be revoked or terminated at the option of City by notice in writing to Grantee given within 30 days of the date of default. If this Franchise is not terminated by election of City, Grantee shall pay to City the sum of \$100 per day for each day the default continues along with any additional damages suffered by City as a result of Grantee's default.

SECTION 15. Remedies not Exclusive; Waiver. All remedies under this Franchise, including termination, are cumulative, and recovery or enforcement of one is not a bar to the recovery or enforcement of any other remedy. Remedies contained in this ordinance, including termination of the franchise, are not exclusive and City reserves the right to enforce penal provisions of any ordinance and also use any remedy available to City at law or in equity. Failure to enforce any provision of this ordinance shall not be construed as a waiver of a breach of any other term, condition or obligation of this ordinance.

SECTION 16. Notices and Authorized Representatives. Any notice required or permitted under this franchise shall be deemed given when received or when deposited

with postage prepaid in the United States Mail as registered or certified mail addressed as follows:

TO CITY:

City of Garibaldi
Attn: City Manager
107 6th Street
P.O. Box 708
Garibaldi, OR 97118

TO FRANCHISEE:

or to such other address as may be specified from time to time by either party in writing.

SECTION 17. Interpretation/Jurisdiction. This Franchise shall be deemed to have been entered into in Tillamook County, Oregon. Jurisdiction of any dispute shall be in the Circuit Court of the State of Oregon, and venue shall be in Tillamook County, Oregon. Interpretation of the franchise shall be governed by laws of the State of Oregon.

SECTION 18. Severability. If any section, subsection, sentence, clause or portion of this ordinance is for any reason held invalid or rendered unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity or constitutionality of the remaining portion thereof. If for any reason, the franchise fee is invalidated or amended by the act of any court or governmental agency, then the highest reasonable franchise fee allowed by such court or other governmental agency shall be the franchise fee charged by this ordinance.

SECTION 19. Force Majeure. Neither party shall be deemed in default for delay in performing a non-monetary obligation caused by circumstances beyond its reasonable control, including natural disasters, war, civil disturbance, labor disruption not limited to the affected party, or governmental order, provided that the affected party promptly notifies the other and diligently resumes performance when reasonably possible.

SECTION 20. Representation and Warranty of Franchisee. By executing this document, Franchisee represents and warrants that:

- A. Franchisee is familiar with all provisions contained herein and the Code, and agrees to be bound by them;
- B. The individual executing this Franchise has authority to bind Franchisee;
- C. Franchisee has obtained and will maintain all licenses, registrations, permits, and regulatory approvals required to provide its services;
- D. Execution of this Franchise does not conflict with any agreement binding upon Franchisee;
- E. Franchisee possesses the technical and financial ability to perform its obligations under this Franchise; and
- F. Franchisee is familiar with the provisions of this Franchise and applicable City Code and agrees to be bound by them.

SECTION 21. Franchise Effective Date. The City Council approved this request on [Approval Date], pursuant to Ordinance No. _____. This Franchise shall be made effective on the effective date of the ordinance approving said Franchise (“Effective Date”), provided Franchisee satisfies the acceptance requirements in Section 21 and has provided City all required certificates of insurance and other documents required as a condition precedent to effectiveness.

SECTION 22. Acceptance of Franchise. Franchisee must sign and return this Franchise within 30 days of the Effective Date. If not accepted in time, this Franchise shall become void.

CITY OF GARIBALDI

Signature: _____

Name: _____

Title: _____

Date: _____

HUNTER COMMUNICATIONS

Signature: _____

Name: _____

Title: _____

Date: _____

ACCEPTANCE OF FRANCHISE

Pursuant to Section 18 of the fully executed Franchise Agreement for Communications Service with Hunter Communications, by and between the City of Garibaldi and HUNTER COMMUNICATIONS, HUNTER COMMUNICATIONS hereby unconditionally accepts the Franchise Agreement, with the effective date of _____, that was approved by Ordinance No. _____ of the City of Garibaldi.

ACCEPTED this ____ day of _____, 2026.

By: _____
Signature

By: _____
Name Printed

Title: _____

Date: _____

STATE OF _____)
) ss.
COUNTY OF _____)

This Acceptance was signed before me on _____, 2026, by
as _____ of _____.

Notary Public for _____
Name: _____
My commission expires on: _____

.....
Acceptance received by City Recorder on _____, 2026.

Name: _____
Title: City Recorder

City of Garibaldi
Proclamation

Whereas, as elected officials of Garibaldi, we have taken an oath of office to support and uphold the Constitution of the United States of America and the State of Oregon to the best of our abilities; and

Whereas the city of Garibaldi is committed to providing a safe community for all people regardless of their ethnicity, place of origin, or immigration status; and

Whereas the City of Garibaldi is a diverse community, founded on the unceded lands of the Tillamook people and made up of immigrants, descendants of immigrants, and indigenous Americans, all of whom – both residents and visitors – are part of our economy, are valued for their unique contributions to the community, and should be able to live in safety and enjoy the opportunities afforded by our city under the laws of our country and our state; and

Whereas being a port and a Coast Guard city, Garibaldi depends upon and deeply appreciates the presence of diverse federal, state, and county agencies, who have for many years protected and served the public while respecting relevant laws, constitutional rights, and due process; and

Whereas it has come to public attention that, in some locations in the country, certain agencies responsible for enforcement of immigration laws under pressure from quotas and political considerations have on various recent occasions adopted excessively aggressive and even unlawful tactics, leading to widespread fear that has undermined public trust and prevented law-abiding residents from attending church or school, accessing emergency services, reporting crimes, seeking medical care, and otherwise participating in civic life; and

Whereas these violations of civil rights have led to avoidable family separations, injuries and deaths, and to the denigration of our great county's reputation for freedom, equality, and respect for the rule of law.

Now, Therefore, we the Councilors and Mayor of the City of Garibaldi, hereby

1. Reaffirm that our city is dedicated to the safety and well-being of residents and visitors regardless of age, race, sexual orientation, socioeconomic status, ability, gender identity, religion, ethnicity, place of origin, immigration or refugee status; and
2. Support the rights guaranteed to both immigrants and citizens by the constitutions of the United States of America and the State of Oregon, including the rights to

peacefully assemble dissent, and exercise free speech, and to due process of law whenever suspected of an offense; and

3. Condemn the use of excessive force and belligerent tactics immigration enforcement such as arrests without proper warrants, unmarked vehicles and masked personnel, military-style weapons, racial profiling, arbitrary revocation of status, detention under substandard conditions, and denial of parole and due process; and
4. Call upon all federal agents to carry out their missions lawfully and in mutual respect with the communities they serve and protect, following the rules and procedures – as required by the Constitution, relevant laws, and court decision – which apply to all law enforcement officers throughout the country.

In Witness, Whereof, and with the consent of the Common Council of the City of Garibaldi, I herewith set my hand on this 21st day of September 2026.

Linda Bade, Mayor

Becca Harth, City Manager Pro-Tem



PROCLAMATION

JOINING WITH OTHER TILLAMOOK COUNTY CITIES IN DECLARING WE ARE SAFE AND WELCOMING COMMUNITIES AFFIRMING HUMANITY, DIGNITY, AND CONSTITUTIONAL PRINCIPLES

WHEREAS, in 2024 the City engaged with the Rockaway Beach Community to develop a strategic plan outlining the mission, vision and values for the City; and

WHEREAS, the 2025-2029 Strategic Plan adopted by the City Council established a mission to “provide services that support a safe coastal community, fostering economic vitality, collaboration, and harmony among residents and visitors alike”; and

WHEREAS, the City of Rockaway Beach is, in accordance with its mission, vision and values, dedicated to the safety and well-being of our residents and visitors regardless of age, race, sexual orientation, socioeconomic status, ability, gender identity, religion, ethnicity, place of origin, immigration or refugee status; and

WHEREAS, the elected officials of the city have taken an oath of office to support and uphold the Constitution and laws of the United States and the State of Oregon to the best of their ability; and

WHEREAS, members of our community are suffering chronic duress and discrimination due to threat of immigration enforcement tactics currently being employed by Immigrations and Customs Enforcement (ICE) and other agencies associated and acting with the Department of Homeland Security (DHS), including the use of unmarked cars, warrantless entry, masked unidentified officers, and excessive force; and

WHEREAS, the City of Rockaway Beach complies with federal and state law and supports all the rights entrusted by the Constitution of United States Constitution and State of Oregon, including the right to peacefully assemble, dissent, and exercise free speech.

NOW, THEREFORE, we the Councilors and Mayor of the City of Rockaway Beach proclaim that we stand with our community and affirm humanity, dignity, and Constitutional principles; condemn the use of aggressive and unwarranted tactics, racial profiling, lack of due process, use of unmarked vehicles, warrantless home and car entries, masked agents and unidentifiable personnel in immigration enforcement activities and deem such tactics as harmful to the public trust, the community safety valued by Rockaway Beach residents, and Constitutional principles.

IN WITNESS WHEREOF, and with the consent of the City Council of the City of Rockaway Beach, I have hereunto set my hand on this 11th day of March 2026.

Charles McNeilly, Mayor



RESOLUTION 2026-02

A RESOLUTION AFFIRMING HUMANITY, DIGNITY, AND CONSTITUTIONAL PRINCIPLES

WHEREAS, the City of Wheeler is committed to providing a safe community for all people regardless of sex, race, sexual orientation, ability, gender identity, religious affiliation, ethnicity, place of origin, or immigration status; and

WHEREAS, the elected officials of the city have taken an oath of office to support and uphold the Constitutions of the United States and the State of Oregon to the best of their ability; and

WHEREAS, members of our communities are suffering chronic duress and discrimination due to the threat of immigration enforcement tactics currently being employed by Immigrations and Customs Enforcement (ICE), including the use of unmarked cars, unidentified masked officers, and excessive force; and

WHEREAS, the City of Wheeler complies with federal and state law and supports the rights entrusted by the Constitution including the right to peacefully assemble, dissent, and exercise free speech under the First Amendment of the United States Constitution; and

WHEREAS, the city affirms that all residents should feel safe accessing emergency services, reporting crimes, attending school, seeking medical care, and participating in civic life regardless of race, ethnicity, place of origin, or immigration status; and

WHEREAS, the values of the city include fairness, dignity, and the protection of due process for all residents, and the city seeks to support a welcoming environment for all who live, work, or visit the city.

NOW THEREFORE, BE IT RESOLVED BY WHEELER CITY COUNCIL AS FOLLOWS:

Section 1: The city stands with its community and affirms humanity, dignity, and constitutional principles; condemning the use of aggressive and unwarranted tactics, racial profiling, lack of due process, use of unmarked vehicles, masked agents and unidentifiable personnel in immigration enforcement activities and deem such tactics as harmful to public trust, community safety, and constitutional protections.

Section 2: This Resolution shall be in effect immediately upon adoption

Passed this 17th day of February 2026 by the City Council of Wheeler, OR Tillamook County

City of Bay City

PROCLAMATION

2026-001

WHEREAS, in times of crisis, people in Bay City come together to care for one another. This humanitarian spirit is part of the foundation of our community and is exemplified by our volunteers and community members; and

WHEREAS, the City of Bay City is committed to providing a safe community for all people regardless of sex, race, sexual orientation, ability, gender identity, religious affiliation, ethnicity, place of origin, or immigration status; and

WHEREAS, the elected officials of cities have taken an oath of office to support and uphold the Constitutions of the United States and the State of Oregon to the best of their ability; and

WHEREAS, members of our community are suffering chronic duress and discrimination due to the threat of immigration enforcement tactics currently being employed by Immigrations and Customs Enforcement (ICE) and other agencies associated and acting with the Department of Homeland Security (DHS), including the use of unmarked cars, masked unidentified officers, and excessive force; and

WHEREAS, the City of Bay City complies with federal and state law and supports all of the rights entrusted by the Constitution including the right to peacefully assemble, dissent, and exercise free speech under the First Amendment of the United States Constitution.

NOW, THEREFORE, we, the City Council and Mayor of the City of Bay City, proclaim that we stand with our community and affirm humanity, dignity, and constitutional principles; condemn the use of aggressive and unwarranted tactics, racial profiling, lack of due process, use of unmarked vehicles, masked agents and unidentifiable personnel in immigration enforcement activities and deem such tactics as harmful to public trust, community safety, and constitutional protections.

ADOPTED by the City Council this 10th day of February 2026 and approved by the Mayor of Bay City this 10th day of February 2026.


Liane Welch, Mayor

ATTEST:


Lori Jepson, City Recorder



City of Manzanita

PROCLAMATION

WHEREAS, as elected officials of Manzanita we have taken an oath of office to support and uphold the Constitutions of the United States and the State of Oregon to the best of our abilities; and

WHEREAS, the City of Manzanita is committed to providing a safe community for all people, regardless of their ethnicity, place of origin, or immigration status; and

WHEREAS, community members in our region, across our state, and throughout the nation are suffering chronic duress and discrimination due to the threat of immigration enforcement tactics currently being employed by Immigration and Customs Enforcement (ICE) and other agencies associated and acting with the Department of Homeland Security (DHS), including the use of unmarked cars, masked unidentified officers, and excessive force; and

WHEREAS, members of our community have been actively exercising their free speech and assembly rights to protest the tactics of ICE described above.

NOW, THEREFORE, I, Kathryn Stock, Mayor of the City of Manzanita, a municipal corporation in the County of Tillamook, in the State of Oregon, do hereby proclaim that city council condemns the use of aggressive and unwarranted tactics, racial profiling, denial of due process, use of unmarked vehicles, masked agents and unidentifiable personnel in immigration enforcement activities; we deem such tactics as harmful to public trust, community safety, and constitutional protections; and we support the rights of our community member to voice their disagreements

IN WITNESS, WHEREOF, and with the consent of the City Council of the City of Manzanita, I have hereunto set my hand on this 4th day of March 2026.

Kathryn Stock, Mayor

ATTEST:

Leila Aman, City Manager / Recorder

Whereas:

1. The City of Garibaldi is a diverse community, founded on the unceded lands of the Tillamook people and made up of immigrants, descendants of immigrants, and indigenous Americans, all of whom -- both residents and visitors -- are part of our economy, are valued for their unique contributions to the community, and should be able to live in safety and enjoy the opportunities afforded by our city under the laws of our country and our state; and
2. Being a port and a Coast Guard city, Garibaldi depends upon and deeply appreciates the presence of diverse federal, state, and county agencies, who have for many years protected and served the public while respecting relevant laws, constitutional rights, and due process; and
3. It has come to public attention that, in some locations in the country, certain agencies responsible for enforcement of immigration laws, under pressure from quotas and political considerations, have on various recent occasions adopted excessively aggressive and even unlawful tactics, leading to widespread fear that has undermined public trust and prevented law-abiding residents from attending church or school, accessing emergency services, reporting crimes, seeking medical care, and otherwise participating in civic life; and
4. These violations of civil rights have led to avoidable family separations, injuries and deaths, and to the denigration of our great country's reputation for freedom, equality, and respect for the rule of law;

Therefore: We, the representatives of the City of Garibaldi, hereby

1. reaffirm that our city, *is dedicated to the safety and well-being of* ~~welcomes~~ residents and visitors regardless of age, race, sexual orientation, socioeconomic status, ability, gender identity, religion, ethnicity, place of origin, immigration or refugee status; and
2. support the rights guaranteed to both immigrants and citizens by the constitutions of the United States and of the State of Oregon, including the right to peacefully assemble, dissent, and exercise free speech, and to due process of law whenever suspected of an offense; and
3. condemn the use of excessive force and belligerent tactics in immigration enforcement such as arrests without proper warrants, unmarked vehicles and masked personnel, military-style weapons, racial profiling, arbitrary revocation of status, detention under substandard conditions, and denial of parole and due process; and
4. call upon all federal agents to carry out their missions lawfully and in mutual respect with the communities they serve and protect, following the rules and procedures -- as required by the Constitution, relevant laws, and court decisions -- which apply to all law enforcement officers throughout the country.

Whereas:

1. The City of Garibaldi is a diverse community, founded on the unceded lands of the Tillamook people and made up of immigrants, descendants of immigrants, and indigenous Americans, all of whom -- both residents and visitors -- are part of our economy, are valued for their unique contributions to the community, and should be able to live in safety and enjoy the opportunities afforded by our city under the laws of our country and our state; and
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4. These violations of civil rights have led to avoidable family separations, injuries and deaths, and to the denigration of our great country's reputation for freedom, equality, and respect for the rule of law;

Therefore: We, the representatives of the City of Garibaldi, hereby

1. reaffirm that our city, welcomes residents and visitors regardless of age, race, sexual orientation, socioeconomic status, ability, gender identity, religion, ethnicity, place of origin, immigration or refugee status; and
2. support the rights guaranteed to both immigrants and citizens by the constitutions of the United States and of the State of Oregon, including the right to peacefully assemble, dissent, and exercise free speech, and to due process of law whenever suspected of an offense; and
3. condemn the use of excessive force and belligerent tactics in immigration enforcement such as arrests without proper warrants, unmarked vehicles and masked personnel, military-style weapons, racial profiling, arbitrary revocation of status, detention under substandard conditions, and denial of parole and due process; and
4. call upon all federal agents to carry out their missions lawfully and in mutual respect with the communities they serve and protect, following the rules and procedures -- as required by the Constitution, relevant laws, and court decisions -- which apply to all law enforcement officers throughout the country.

**TICOR TITLE™**

Property Profile Report

*Today's Date:***08/10/2026***Owner Name:***City Garibaldi***Property Address:***Garibaldi OR 97118***Reference Number:***1N1021BD00700***Account Number:***312156R**

Four North Coast locations to serve you:

630 Bond St.
Astoria, OR 97103
503.325.2144

2263 N. Roosevelt Dr.
Seaside, OR 97138
503.738.8433

507 Laneda Ave, Suite 3
Manzanita, OR 97130
503.368.5124

802 Main Ave.
Tillamook, OR 97141
503.842.5533

This title information has been furnished, without charge, in conformance with guidelines approved by the State of Oregon Insurance Commissioner. The Insurance Division cautions that indiscriminate use only benefiting intermediaries will not be permitted. No liability is assumed for any errors in this record.

The information compiled in this report(s) was imported from a vendor-provided database source. Although the information is deemed reliable and every effort has been taken to correct data imperfections, Ticor Title cannot be held responsible for any inaccuracies.

TITLE AND ESCROW SERVICES

For all your customer service needs: nccs@ticortitle.com

Tillamook County Parcel Information

**Parcel Information**

Parcel #:	312156R
Tax Lot:	1N1021BD00700
Record Type:	Unknown
Site Address:	
	Garibaldi OR 97118
Owner:	City Garibaldi
Owner2:	
Owner Address:	PO Box 708
	Garibaldi OR 97118
Twn/Range/Section:	01N / 10W / 21 / NW
Parcel Size:	0.14 Acres (6,098 SqFt)
Plat/Subdivision:	
Lot:	
Block:	
Census Tract/Block:	960200 / 2037
Waterfront:	

Assessment Information

Market Value Land:	\$3,000.00
Market Value Impr:	\$0.00
Market Value Total:	\$3,000.00
Assessed Value:	\$0.00

Tax Information

Levy Code Area:	
Levy Rate:	0.0000
Tax Year	Annual Tax
0	\$0.00
0	\$0.00
0	\$0.00

Legal**Land**

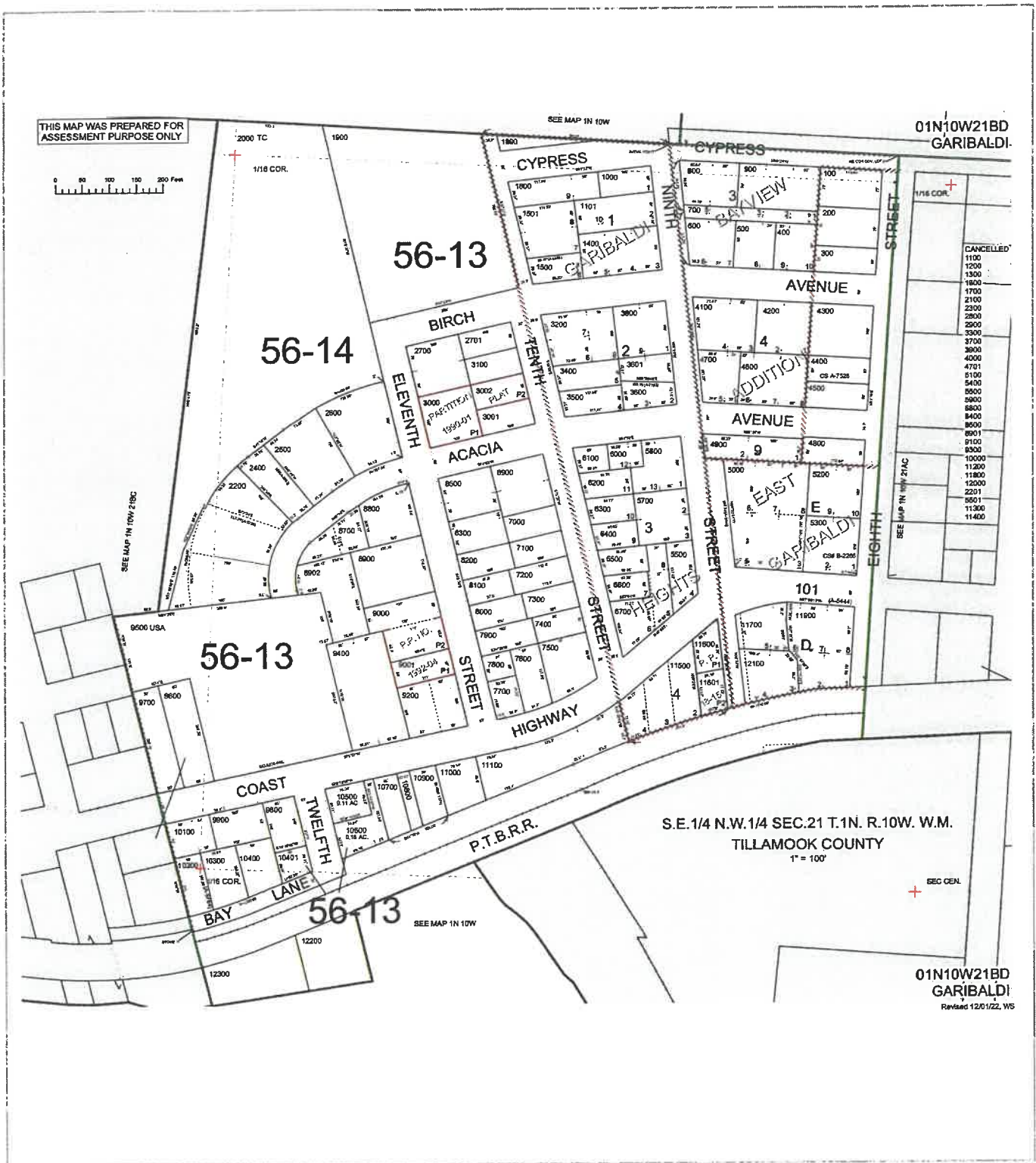
Cnty Land Use:	940 - City - Vacant	Land Use Std:	9210 - City, Municipal, Town, Village Owned
Zoning:	GB_R1 - Garibaldi - Medium Density Residential	Neighborhood:	UBL
Watershed:	Tillamook Bay-Frontal Pacific Ocean	Recreation:	
School District:	56 - Neah-Kah-Nie	Primary School:	Garibaldi Elementary School
Middle School:	Neah-Kah-Nie Middle School	High School:	Neah-Kah-Nie High School

Improvement

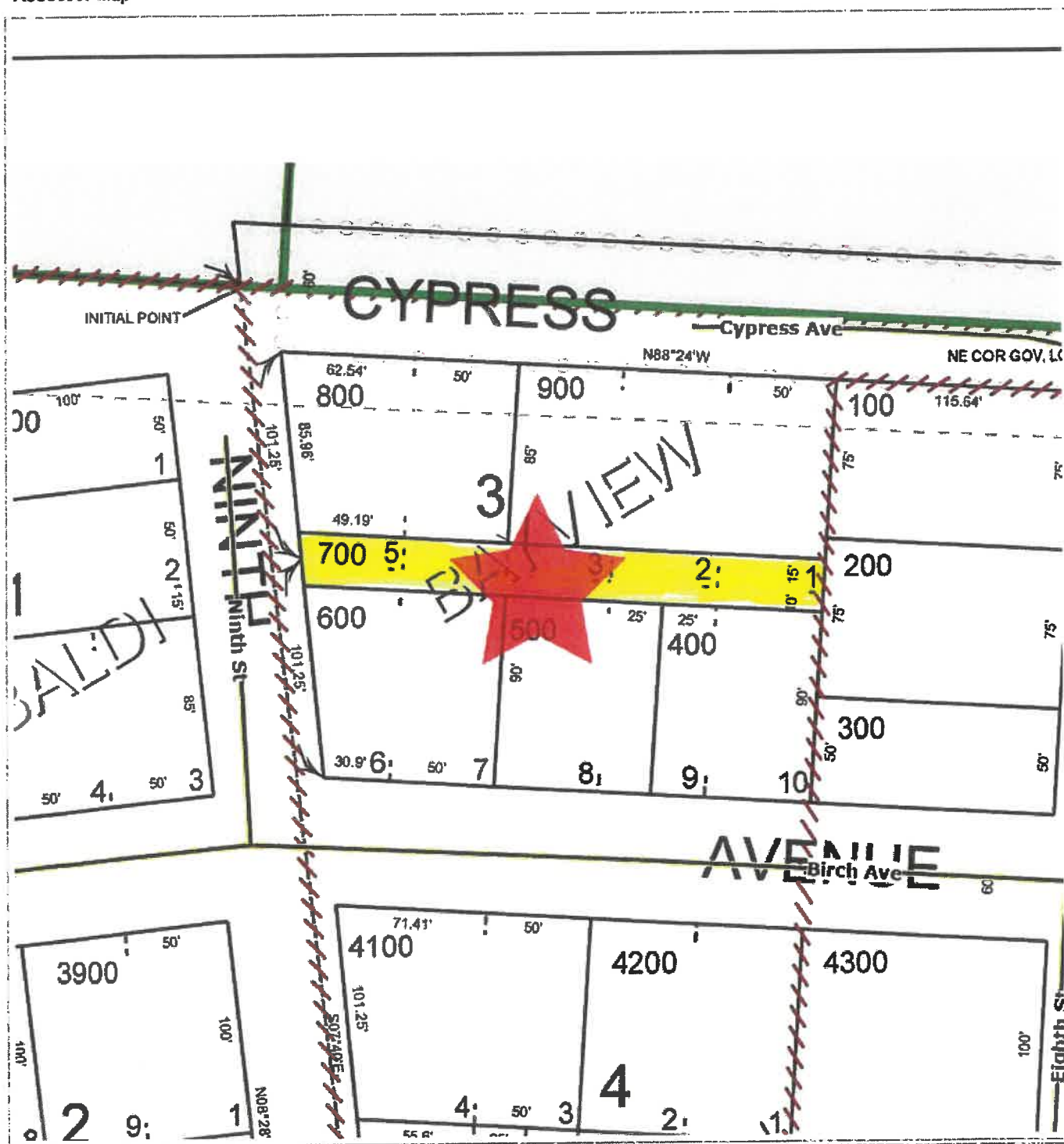
Year Built:	% Complete:	Bedrooms:
Eff Year Built:	Fin SqFt:	Bathrooms:
Bsmt Fin SqFt:	Floor 1 SqFt:	Full Baths:
Bsmt UnFin SqFt:	Floor 2 SqFt:	Half Baths:
Deck SqFt:	Attic Fin SqFt:	Fireplace:
Garage:	Attic Unfin SqFt:	Roof Style:
Carport:	Patio SqFt:	Porch SqFt:
Foundation:	Roof Covering:	

Sentry Dynamics, Inc. and its customers make no representations, warranties or conditions, express or implied, as to the accuracy or completeness of information contained in this report.

Full Assessor Map



Assessor Map



TICOR TITLE™

Parcel ID: 312156R

Site Address:

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

Aerial Map

**TICOR TITLE™****Parcel ID: 312156R**

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

Tillamook County
2025 Real Property Assessment Report
 Account 312156

Map 1N1021BD00700
Code - Tax ID 5613 - 312156

Tax Status Non-Assessable
Account Status Active
Subtype NORMAL

Legal Descr See Record

Mailing CITY GARIBALDI
 PO BOX 708
 GARIBALDI OR 97118

Deed Reference # See Record
Sales Date/Price See Record
Appraiser GARY BARGER

Property Class 940 MA SA NH
RMV Class 010 03 UB UBL

Site	Situs Address	City
------	---------------	------

Value Summary					
Code Area		RMV	MAV	AV	RMV Exception CPR %
5613	Land	3,000		Land	0
	Impr	0		Impr	0
Code Area Total		3,000	0	0	0
Grand Total		3,000	0	0	0

Land Breakdown									
Code Area	ID #	RFPD	Ex	Plan Zone	Value Source	Trend %	Size	Land Class	Trended RMV
5613	1	☒		GB-R-1	Market	100	0.14 AC		3,000
Code Area Total							0.14 AC		3,000

Improvement Breakdown									
Code Area	Year Built	Stat Class	Description	Trend %	Total Sqft	Ex%	MS Acct	Trended RMV	

Exemptions / Special Assessments / Notations									
Code Area 5613									
Exemptions (AV)									
■ CITY GOVERNMENT 307.090									

Comments 10/6/09 Added RMV PCA. Updated RMV. KF 5/8/12 Reappraised land, tabled values. GB

STATEMENT OF TAX ACCOUNT
TILLAMOOK COUNTY TAX COLLECTOR
TILLAMOOK COUNTY COURTHOUSE
TILLAMOOK, OREGON 97141
1-800-488-8280 X4002
(503) 842-3400

10-Aug-2026

CITY GARIBALDI
PO BOX 708
GARIBALDI OR 97118

Tax Account #	312156	Lender Name	
Account Status	A	Loan Number	
Roll Type	Real	Property ID	5613
Situs Address		Interest To	8/15/2026

Tax Summary

Tax Year	Tax Type	Total Due	Current Due	Interest Due	Discount Available	Original Due	Due Date
Total		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

BOOK 125 PAGE 42 ✓

115530

KNOW ALL MEN BY THESE PRESENTS, That we, Fred A. Spooner and Julia C. Spooner, husband and wife,

in consideration of \$1.00 and no one hundredths ----- Dollars,

to us paid by City of Garibaldi

do hereby grant, bargain, sell and convey unto said City of Garibaldi

heirs and assigns, all the following real property, with the tenements, hereditaments and appurtenances, situated in the County of Tillamook and State of Oregon, bounded and described as follows, to-wit:

The North ten (10) feet of lots six (6); seven (7); nine (9); and ten (10), block three (3), Bayview Addition to East Garibaldi.

To Have and to Hold the above described and granted premises unto the said City of Garibaldi.

heirs and assigns forever.

And we, Fred A. Spooner and Julia C. Spooner, husband and wife,

the grantor above named do covenant to and with the above named grantee and their heirs and assigns that we and our lawful heirs, assigns and assigns forever, that the above granted premises are free from all encumbrances,

and that we will and our heirs, executors and administrators, shall warrant and forever defend the above granted premises, and every part and parcel thereof, against the lawful claims and demands of all persons whomsoever,

Witness our hand and seal this 11 day of September, 1961

Executed in the Presence of

Fred A. Spooner (SEAL)
Julia C. Spooner (SEAL)

(SEAL)

(SEAL)



Mark Payne and Starr Popplewell
P.O. Box 852
Garibaldi, Or. 97118
(971) 265-1135

Garibaldi Planning Commission

Aug. 29, 2019

Re: Multiple Housing/Apartment Projects

Garibaldi has currently met and exceeded the comprehensive plan goals regarding Multi-Family Housing. They have identified potential properties to be developed and exceeded the proposed projected future developments with regard to Multi-family housing for 5 or more units.

Garibaldi's Comprehensive Plan for Housing is structured around Oregon State's Goal 10 Housing. The housing portion of the comprehensive plan was drafted in 2006, and was based on an estimated population growth to 1,362 by the year 2025. This population number is still far below the minimum population of 2,500 that would make Garibaldi culpable for not being in compliance with the Oregon's Statewide Planning and Goals Guidelines, Goal 10.

Per the Garibaldi Comprehensive Plan Section 6 **Housing** subsection B. 1. **Findings**, Table 3 shows the projected population from 1990 to 2025. The projected increase is approximately 1.8% per year, which as stated in the comprehensive plan is consistent with the previous growth from 1990 to 2005.

Per the US Census Bureau as of 2017 Garibaldi's population was 815. This is a 10% decline from the 1990 population and a 16% decline from 2005. Multi-family housing does not appear to be a necessity with a declining population.

Table 3. Historical and Projected Future Population, Households and Housing Units, 1990 - 2025

	1990	2000	2005	2017	2025
Population	904	899	961	815	1,362
Households	369	436	471		681
Housing Units	487	584	617		933
Average household size	2.44	2.06	2.02		2.00
Vacancy Rate	22%	25%	24%		27%

Source: U.S. Census and Cogan Owens Cogan

A 1.8% population growth per year using the table above and using 2017 population as the basis, would result in about 15 people in 2018 and another 15 people in 2019 for a total of 30 new potential residence. In the last 3 years due to the 2 previous completed apartment complexes alone, nearly 5 times that amount of population growth has been added.

In Section B. 2. **Future Needed Housing Types**, Table 4 shows Garibaldi had a total number of 17 units in the "5 or more units" category for 2005. The projected need for additional units of this type was projected to be 47 units required by 2025 equating to 5% of all housing in Garibaldi. The net projected additional housing requirements based upon the Table 4 would be 30 additional units to the existing 17 for the "5 or more units" category. At this time we have over 80 units equating to 8.5% of all projected housing. 33 more units that projected and six years earlier than the projection. Housing in the form of apartment complexes is not warranted as Garibaldi has well surpassed all anticipated and projected goals.

Table 4. Existing and Projected Future Housing Units by Type, 2005 - 2025

Unit Type	Housing Units			
	2005		2025	
	Number	Percent	Number	Percent
1 Unit Detached	478	77.5%	620	66.5%
1 Unit Attached	7	1.2%	70	7.5%
Duplexes	15	2.4%	47	5.0%
Triplexes, fourplexes	7	1.2%	37	4.0%
5 or more units	17	2.7%	47	5.0%
Mobile Home	93	15.0%	112	12.0%
Total Units	617		933	

Source: U.S. Census and Cogan Owens Cogan

A responsible and regulated growth pace should be considered per the Comprehensive Plan and revisited on a 5 year basis. Allowing for review of infrastructure and utility needs as required to maintain a structured growth plan.

Respectfully

Mark Payne

can a finished garage room be counted as a bedroom

AI Mode All Images Short videos Videos Forums Shopping More Tools

AI Overview

Yes, a finished garage room can be counted as a bedroom, but **only if it has a building permit and strictly meets local building codes and legal bedroom standards**. If the conversion lacks official approval or fails to meet safety criteria, real estate listings and appraisers will classify it as a "bonus room" or "flex space" instead. Armadillo Home Warran... +1

Legal Requirements for a Bedroom Conversion

To legally qualify as a bedroom, the converted garage must meet the following general standards outlined by [Zillow](#) and local building regulations:

- **Proper Egress:** It must have at least one emergency exit leading directly outside, which usually means an egress window of at least 5.7 square feet or an exterior door.
- **Ceiling Height:** The ceiling must meet minimum height requirements, typically at least 7 to 7.5 feet across the majority of the room.
- **Climate Control:** The space must have a permanent heating and cooling source connected to the home's main system or an approved independent unit. Space heaters do not qualify.
- **Interior Access:** If attached, the bedroom must be directly accessible from the main living area of the house without requiring a walk through an unfinished zone. Note that building codes generally prohibit a direct door connection between an active garage and a bedroom for fire and exhaust safety.
- **Closet Requirements:** While the International Residential Code (IRC) does not explicitly mandate a closet, many local jurisdictions and real estate boards require one to count the space as an official bedroom.

Did you **already finish** this garage conversion, or are you **currently planning** the project? If you are looking to list the home soon, sharing your **city or state** can help pinpoint specific local zoning laws.

+

People also ask

What disqualifies a room as a bedroom?

Can I use my garage as a bedroom?

Do I need permission to convert garage to bedroom?

Zillow

What Qualifies as a Bedroom? - Zillow

Nov 16, 2025 — Can you convert a garage into a bedroom? Yes, but it's typically not as



Realm advisor

How to Convert a Garage Into a Room Legally (4 Steps) - Realm

Structure and Ceiling Height Rules Garages are built to shelter cars, not people, so their



Quora

Can you turn your garage into a bedroom or a living room?

Apr 16, 2019 — It definitely can be done if you have the right setup. ... I lived in a bedroom over the garage when I

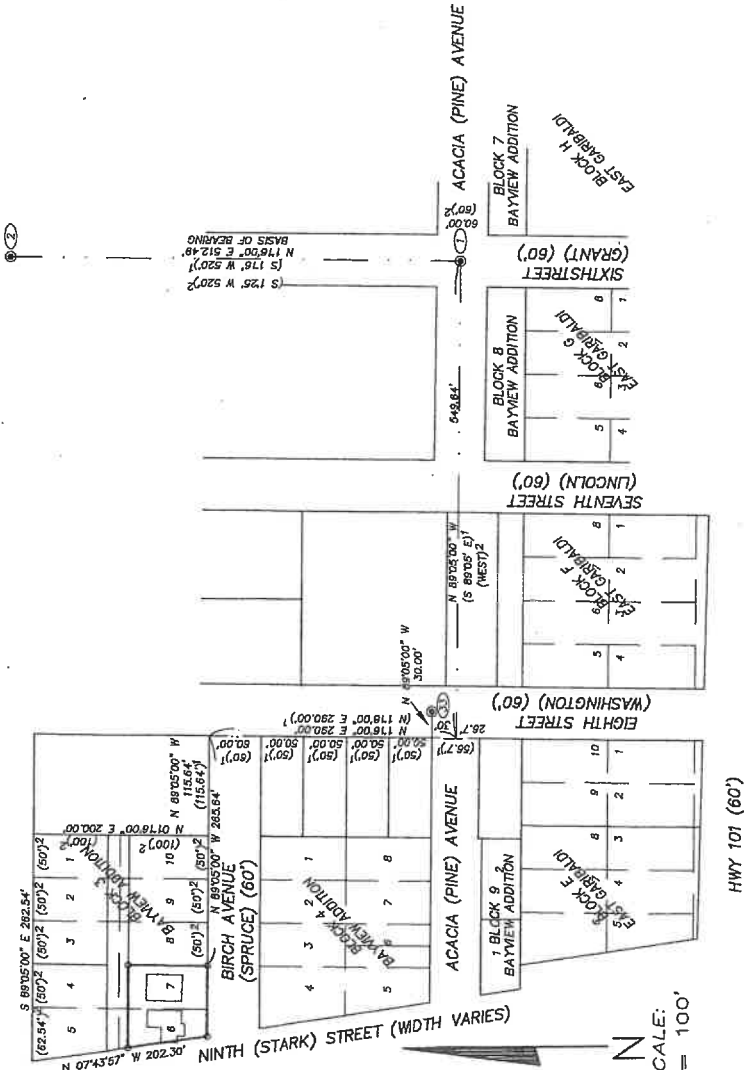
Show all



LONG LIVE HAPPY HOMES®

Permit
Emergency
Exit/Fire
Ladder
or Bonus Room

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BASIS OF BEARING
THE LINE BETWEEN FOUND MONUMENTS ① AND ② BEARS NORTH 176° 00' EAST, THE RECORD VALUE FROM MAP C-134, TILLAMOOK COUNTY SURVEY RECORDS.

NARRATIVE
THIS SURVEY WAS CONDUCTED AS A DEPENDENT RESURVEY OF THE SUBJECT PROPERTY DESCRIBED AS LOTS 6 AND 7, LESS THE NORTH 10 FEET, BAYVIEW ADDITION TO GARIBOLDI. THE PURPOSE OF THIS SURVEY IS TO MONUMENT THE SUBJECT LOTS AS SHOWN HEREON. THE SUBJECT LOTS WERE LAID OUT FROM MONUMENT ③, USING RECORD VALUES FROM MAP C-134.

REGISTERED PROFESSIONAL LAND SURVEYOR TERRY J. JONES JUNE 30, 1981 EXPIRATION DATE: JUNE 30, 2007		BAYVIEW SURVEYING 11765 HWY 101 SOUTH TILLAMOOK, OR. 97141 (503) 842-5551		LOT SURVEY FOR RICHARD & SUSAN NEWMAN LOTS 6 AND 7, LESS NORTH 10 FEET BLOCK 3 BAYVIEW ADDITION TO GARIBOLDI SE 1/4 NW 1/4 SECTION 21, T1N. 17.0N. W1M. TILLAMOOK COUNTY, OREGON	
DATE	SEPT. 25, 2006	COUNTY	TILLAMOOK	TOWNSHIP	10N
SECTION	21	RECORD	1002	PLAT	TLJ/PAC
OWNER	NEWMAN	AGENT	GAC	TRUSTEE	TLJ
PS\LIBBVBAG.DWG BAYVIEWCDS TILLAMOOK COUNTY DATE OCT 2 & 2006 OFFICE					