AGENDA SEASIDE CITY COUNCIL MEETING
JANUARY 9, 2012 7:00 PM

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. ELECTION – COUNCIL PRESIDENT

5. APPROVAL OF AGENDA

6. COMMENTS – PUBLIC

7. DECLARATION OF POTENTIAL CONFLICT OF INTEREST

8. CONSENT AGENDA

   a) PAYMENT OF THE BILLS - $909,737.58

   b) APPROVAL OF MINUTES – DECEMBER 12, 2011 REGULAR MINUTES

9. UNFINISHED BUSINESS:

   a) VACANCY - CITY TREE BOARD
   BUDGET COMMITTEE
   BUILDING BOARD OF APPEALS
   AIRPORT ADVISORY COMMITTEE
   CONVENTION CENTER COMMISSION
   TRANSPORTATION ADVISORY COMMISSION

10. NEW BUSINESS:

   a) RESOLUTION #3756 - A RESOLUTION ADOPTING AND APPROPRIATING A BUDGET INCREASE FOR GRANTS RECEIVED IN PUBLIC SAFETY AND ADJUSTING THE 2011-2012 CITY OF SEASIDE WATER BUDGET

      - PUBLIC COMMENTS
      - COUNCIL COMMENTS
      - MOTION TO READ BY TITLE ONLY – ALL IN FAVOR AND OPPOSED
      - MOTION TO ADOPT – ALL IN FAVOR AND OPPOSED

   b) INTERGOVERNMENTAL AGREEMENT BETWEEN CITY OF SEASIDE, SEASIDE SCHOOL DISTRICT, AND SUNSET EMPIRE PARK AND RECREATION DISTRICT FOR BROADWAY FIELD

   c) WATER AGREEMENT WITH CITY OF GEARHART

   d) FINAL – OUTFALL IMPROVEMENT PROJECT

   e) FINAL – AIRPORT IMPROVEMENT PROJECT

11. COMMENTS FROM THE COUNCIL

12. COMMENTS FROM THE CITY STAFF

13. ADJOURNMENT

Complete copies of the Current Council meeting Agenda Packets can be viewed at: ***Seaside Public Library and Seaside City Hall. The Agendas and Minutes can be viewed on our website at www.cityofseaside.us.***

All meetings other than executive sessions are open to the public. When appropriate, any public member desiring to address the Council may be recognized by the presiding officer. Remarks are limited to the question under discussion except during public comment. This meeting is handicapped accessible. Please let us know at 503-738-5511 if you will need any special accommodation to participate in this meeting.

MINUTES	SEASIDE CITY COUNCIL	DECEMBER 12, 2011 7:00 PM

CALL TO ORDER

The Regular meeting of the Seaside City Council was called to order at 7:00 PM by Mayor Don Larson.

Present: Mayor Don Larson, Council President Stubby Lyons, Councilors Don Johnson, Dana Phillips, Jay Barber, Tim Tolan, and Tita Montero.

Absent: None

Also Present: Mark Winstanley, City Manager; Dan Van Thiel, City Attorney; Bob Gross, Seaside Police Chief; Neal Wallace, Public Works Director; Russ Vandenberg, Convention Center & Visitors Bureau General Manager; Nancy McCarthy, Daily Astorian; and Jeremy Ruark, Seaside Signal.

AGENDA

Motion to approve the December 12, 2011 agenda; carried unanimously. (Lyons/Phillips)

COMMENTS – PUBLIC

None

CONFLICT

Mayor Larson asked whether any Councilor wished to declare a conflict of interest.

No one declared a conflict of interest.

CONSENT AGENDA

Motion to approve payment of the bills in the amount of $340,728.34; and November 28, 2011, minutes; carried unanimously. (Lyons/Phillips)

ORDINANCE #2011-08

AN ORDINANCE OF THE CITY OF SEASIDE, OREGON, REPEALING ORDINANCE NO. 92-30 AND 93-20 PROVIDING FOR THE REALIGNMENT OF WARD BOUNDARIES

Mayor Larson stated this was the third and final reading for the Council Wards and Boundaries. There had been some changes with the four wards because there were very unequal numbers in the wards. Mayor Larson further stated the ordinance would make the wards equal.

Mayor Larson asked for public comments, and there were no public comments.

Mayor Larson asked for Council comments, and there were no Council comments.

Motion to place Ordinance 2011-08 on its third reading by title only; carried unanimously. (Tolan/Lyons)

Motion to adopt Ordinance 2011-08; carried with the following roll call vote: (Lyons/Montero)

YEAS: BARBER, TOLAN, LARSON, PHILLIPS, LYONS, JOHNSON, MONTERO
NAYS: NONE
ABSENT: NONE
ABSTAIN: NONE

VACANCY – LIBRARY BOARD

Mayor Larson stated there was a vacancy on the Library Board with one application received from Russ Taggard. Mayor Larson asked Council what they wished to do.

Councilor Tolan asked if there were any issues since the applicant lived out of the City limits.

Mark Winstanley, City Manager, stated in the case of the Library Board there was not a restriction with living in the City and that made Mr. Taggard eligible to serve on the Library Board. The Building Board of Appeals did have a restriction with living in the City and Mr. Taggard could not serve on that board.

Motion to appoint Russ Taggard to serve on the Library Board; carried unanimously. (Lyons/Barber)

The term expiration for Russ Taggard would be December 31, 2015.

VACANCY – CITY TREE BOARD

Mayor Larson stated there was one vacancy on the City Tree Board with no applications received. Mayor Larson asked the press to advertise the vacancy.

VACANCY – BUDGET COMMITTEE

Mayor Larson stated there were two vacancies on the Budget Committee with one application received from Genesee Dennis. Mayor Larson asked Council what they wished to do.

Councilor Phillips stated Council should wait for more applications.

Councilor Montero agreed.

Mayor Larson asked the press to advertise the vacancy for more applications.

VACANCY – BUILDING BOARD OF APPEALS

Mayor Larson stated there were two vacancies on the Building Board of Appeals with one application received from Ray Romine. Mayor Larson stated applications were picked up but had not been turned in.

Councilor Lyons stated Council should wait for more applications.

Mayor Larson asked the press to advertise the vacancy for more applications.

VACANCY – AIRPORT COMMITTEE

Mayor Larson stated there was one vacancy on the Airport Committee with one application received from Bruce Francis. Mayor Larson asked Council what they wished to do.

Councilor Johnson stated the Airport Committee would not be meeting for the month of December. That would give Council time to wait for more applications.

Mayor Larson stated Council would keep the vacancy open for more applications. Mayor Larson asked the press to advertise the vacancy for more applications.

VACANCY – CONVENTION CENTER COMMISSION

Mayor Larson stated there was one vacancy on the Convention Center Commission with two applications received from Kelley Herr and /Roger Schultz. Mayor Larson asked Council what they wished to do.

Councilor Phillips stated she would like to interview the applicants but would miss the January 9, 2012, City Council meeting. Councilor Phillips asked if Council could leave the vacancy open.

Council consensus to leave the vacancy for the Convention Center Commission open.

Mayor Larson asked the press to keep advertising the vacancy.

VACANCY – TRANSPORTATION ADVISORY COMMISSION

Mayor Larson stated there were seven vacancies on the Transportation Advisory Commission with six applications received from Dale McDowell, Bill Carpenter, Kathleen Teeple, Terry Hartill, and John Dunzer. Mayor Larson further stated there were still applicants needed to fill the Commission and Council would leave the vacancy open.

PRESENTATION- 2010-2011 AUDIT

Mayor Larson stated Council had met with Rick Proulx prior to the City Council meeting to review the audit.

Rick Proulx, Kern & Thompson, LLC, stated for the year end of June 30, 2011, there was an audit performed of the financial statements in compliance with the City. Mr. Proulx further stated their opinion was an unqualified opinion and had found the statements to be fairly stated and complete and found the City to be in compliance with all relevant laws and regulations. Mr. Proulx further stated all reports were open to the public.

Mayor Larson asked if Council had any questions for Mr. Proulx.

There were no Council comments.

Motion accepting the 2010-2011 City of Seaside Audit; carried unanimously. (Lyons/Tolan)

Mayor Larson stated Council thanked the City Manager for the management of funds.

Mr. Winstanley stated he wanted to compliment Mr. Proulx and his people who did a very good job for the City of Seaside and Mr. Winstanley appreciated that.

BID RESULTS – VENICE PARK LID

Neal Wallace, Public Works Director, stated the bid opening was held at Seaside City Hall on December 6, 2011, 2:00 pm. There were five bids submitted for the Venice Park Improvement: North Pacific Excavation, $77,065.05; Bob McEwan, $81,289.00; Pacific Timber, $86,695.00; TFT Construction, $89,848.47; and Dave Roberts, $104,494.00. Mr. Wallace further stated upon review of the bids submitted, staff recommended the project be awarded to North Pacific Excavation from Warrenton, Oregon, for the total amount of $77,065.05. Mr. Wallace further stated all the bids appeared to be responsive, but North Pacific Excavation was the lowest bid.

Motion approving the bid for the Venice Park Local Improvement District (LID) in the amount of $77,065.05 to North Pacific Excavation; carried unanimously. (Johnson/Barber)

BID FINAL – BROADWAY FIELD IMPROVEMENTS

Mr. Wallace stated the various elements of the Broadway Park Project had been completed by Cameron McCarthy, Pacific Timber, Pro Turf Solutions, McDermott Fence, and Musco Sports Lighting. The project had been inspected and final walk through had been completed with all of the contractors and sub-contractors. McDermott Fence was the first contract to be completed and their work was of good quality and completed on time and on budget. McDermott Fence warranty had been issued and they were paid in full. Cameron McCarthy had continued to do excellent design and contract management for the City. The last invoice received was in October. Cameron McCarthy donated the last $10,000.00 of their contract to the park and had been paid in full. Musco Lighting provided and installed the foundations for the field lights. The contract price was $70,676.67 and Musco Lighting had been paid $62,866.67 and was still owed $7,810.00. Pro Turf Solutions was paid $369,882.80 for all of the materials for the field and had been paid $85,380.95 for labor and were still owed $23,914.95 for the retainage. Pro Turf donated quite a number of hours to the project to work with volunteers and to work out a couple of field changes. There was not separate accounting of the hours but it appeared there was over $4,000.00 donated in time to the park. Pacific Timber was very responsive to the needs and changes of the Broadway Park Project. Pacific Timber worked well with our volunteers and gave appropriate credit for the volunteer work. Pacific Timber was allowed to mark up material and sub-contract labor based on the USA Bluebook values. Pacific Timber did not apply those markups to the project and donated all of the overtime labor costs as well. This saved the City several thousand dollars to the project. Pacific Timber had been paid $380,000.00 and was owed $75,469.95. Mr. Wallace further stated staff recommended Council accept the Broadway Park Project and release the retainage and final fees of $7,810.00 to Musco Field Lighting; $23,914.95 to Pro Turf Solutions; and $75,469.95 to Pacific Timber.

Motion to approve the final for Broadway Field Improvement Project with Musco Filed Lighting in the amount of $7,810.00, Pro Turf Solutions in the amount of $23,914.95, and to release the retainage to Pacific Timber in the amount of $75,469.95; carried unanimously. (Montero/Phillips)

BID FINAL – BROADWAY FIELD ELECTRICAL

Mr. Wallace stated the electrical component of the Broadway Park Project had been completed by Inland Electric Inc. and the project had been inspected and given final approval from the County Electrical Inspector. The original bid for the electrical work was $95,600.00. There were a small number of change orders and a few credits issued. The change orders included the addition of an underground electrical vault, a new power receptacle behind the pitcher's mound, lighting the flag pole, and a new 10kw transformer. The credits included not having to wire the actual field lights and a deduction for volunteer labor. The credits brought the total contract price to $88,143.91 and the City has paid $81,798.50 to Inland Electric. Mr. Wallace further stated staff recommended Council accept the final electrical project and release the retainage of $6,345.41 to Inland Electric.

Motion to approve the final for the Broadway Field Electrical project and release the retainage to Inland Electric in the amount of $6,345.41; carried unanimously. (Johnson/Lyons)

Mayor Larson stated every time he visited the Broadway Field project Neal Wallace and Dale McDowell were there. There was also Jason Boyd and Council President Lyons who were seen at the field quite a bit. Mayor Larson stated this had been a project with all the volunteers that helped out with the field. The City had a field with artificial turf which looked great. There were still lights needed and hopefully those would be purchased soon.

Council President Lyons stated the kids were impressed with the way the pros were working on the field and how they lined the kids up to work. Council President Lyons further stated he had received some old pieces of turf and took them down to the awards ceremony and let each kid cut a four by four inch piece off the turf for them to take home.

COUNCIL MEETING DECEMBER 26, 2011

Mayor Larson stated the next City Council meeting was scheduled for December 26, 2011, which was a Holiday. Mayor Larson asked Council what they wished to do.

Council President Lyons stated he would be in Bend visiting his son.

Councilor Montero stated she would be in San Diego.

Motion to cancel the City Council Meeting scheduled for Monday, December 26 2011; carried unanimously. (Johnson/Lyons)

COMMENTS – COUNCIL

Councilor Tolan stated the Festival of Trees was Saturday, December 10, 2011, and every year the festival seemed to get better and better. Providence Seaside Hospital raised approximately $83,000.00.

Councilor Phillips wished everyone a Merry Christmas and a Happy New Year, and to just remember how lucky we were to be alive.

Mayor Larson stated Councilor Phillips would be the Council representative for the Community and Senior Commission.

Council Montero wished everyone a Merry Christmas and a Happy New Year also. Councilor Montero stated she hoped there would be some decent weather and she would not wish snow or ice on Seaside while she was away in San Diego.

Councilor Barber stated he was still hoping the declaration of "Peach on Earth and Good Will to all Men" be true.

Councilor Johnson stated he hoped everyone enjoyed the Christmas season with family and friends.

Mayor Larson stated this would be the last Council meeting of the year and the year was a good one and Council had accomplished many things. Mayor Larson stated the City had marvelous people who attended the City Council meetings, a marvelous staff, an excellent Council and this year was especially great to see Council President Lyons come back in good health.

COMMENTS – STAFF

Chuck Minor, Chamber Ambassador, stated the lighting competition for Residential and Business Owners was Tuesday, December 13, 2011. The Chamber's Annual Christmas Open House was on Thursday, December 15, 2011, from 5:00pm to 7:00 pm. The Christmas Light Tour was on Friday, December 16, 2011, at 6:00 pm and 8:00pm. Mr. Minor further stated this year the Food Basket Program needed help with five hundred families to feed and the Chamber jumped in and took them under their wings. The Convention Center would be used this year in conjunction with the Rotaries Wishing Tree Foundation. The Chamber of Commerce Board of Directors donated $1,000.00, Ham Radio Operators donated $100.00, and an anonymous donor donated $1,000.00, and there was still money needed.

Bob Gross, Seaside Police Chief, stated decals were added to the new Dodge Charger the Police Department purchased. The decals were designed by Mike Baugher, Seaside Police Officer, and the car looked better then anticipated. Chief Gross further stated he encouraged everyone to participate in the Wishing Tree by taking a couple of bells and then joining everyone on Wednesday, December 14, 2011, to wrap gifts at the Convention Center.

Russ Vandenberg, Convention Center & Visitors Bureau General Manager, stated the Convention Center was busy during the holiday month.

Dan Van Thiel, City Attorney, thanked the Council for letting him represent the City again this year and to have a Merry Christmas and a Happy New Year.

Mr. Winstanley stated he had a DVD for Council to watch. The DVD was distributed by the League of Oregon Cities and concerned Council meetings. Mr. Winstanley reminded Council the City was having their luncheon on Thursday, December 15, 2011, 12:00pm to 2:00 pm at the Convention Center and Council was invited. Mr. Winstanley further stated there was a Government Ethics Class in Seaside at the Convention Center on January 13, 2011. Staff will be happy to register any Councilor who would like to attend the class. Mr. Winstanley further stated he had a number of compliments including one by Councilor Barber about how good the sound was at the Convention Center for the Festival of Trees.

Mayor Larson stated he was glad that Mr. Winstanley had good comments to give because he was holding folders for each Councilor which contained evaluations for the City Manager. Mayor Larson stated once the evaluations were turned in he could schedule a date for the item to be on the Council agenda.

ADJOURNMENT

The regular meeting adjourned at 7:32 PM.

Kim Jordan, Secretary

DON LARSON, MAYOR

SEASIDE CITY TREE BOARD

The purpose of the City Tree Board is to study, investigate, and develop and/or update annually, a written plan for the care, preservation, pruning, planting, replanting, removal or disposition of trees in parks, along streets, and in other public areas. The Tree Board, when requested by the City Council, shall consider, investigate, make findings, report and recommend upon any special matter or question coming within the scope of its duties and responsibilities,

(1) Develop criteria for city staff and/or contractors to apply in making decisions entrusted to staff and/or contractor discretion,

(2) Designate Heritage Trees on public and private lands within the city,

(3) Promote the planting and proper maintenance of trees through special events including an annual local celebration of Arbor Day, and

(4) Obtain the annual Tree City USA designation by the National Arbor Day Foundation.

The Board consists of five members, appointed by the City Council for a three-year term, and who are residents, or owners or employees of businesses within the city limit.

The City Tree Board shall schedule meetings as needed and elect a chairperson and a vice-chairperson. No more than 3 unexcused absences allowed in a calendar year.

Tree Board members serve without salary or compensation of any nature.

COMMITTEE/COMMISSION APPOINTMENT

1. **Date Council Notified:** October 10, 2011

   Name: **Stubby Lyons – Council Representative**

   Commission/Committee: City Tree Board Committee

   Resignation Date: **N/A**

   Term Expiration Date: June 30, 2014

   Wants to be considered again: **Lyons – Will Serve as Representative Only**

2. **Applicants:**

3. **Nominations:**

4. **Appointment:**

CITY of SEASIDE

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989 BROADWAY
SEASIDE, OREGON 97138
(503) 738-5511

CITY TREE BOARD

Term of Office: 3 years

Number of Members: 5

NAME	ADDRESS	PHONE	TERM EXPIRES
JASON SMITH	1021 7TH AVENUE	738-9461	6/30/2012
RICHARD BAILEY	1358 S. WAHANNA	739-1599	6/30/2012
AUSTIN TOMLINSON	PO BOX 601	440-0084	6/30/2013
STUBBY LYONS	**325 ALPINE**	**738-5387**	**6/30/2014**
PAM FLEMING	1255 AVENUE 'B'	738-5637	6/30/2014
NEAL WALLACE	989 BROADWAY	738-5112	STAFF REPRESENTATIVE

SEASIDE BUDGET COMMITTEE

The Seaside Budget Committee meets publicly to review the budget documents as proposed by the budget officer. The budget committee receives the budget and budget message and provides an opportunity for the public to ask questions about and comment on the budget. The committee also approves a budget, and, if ad valorem property taxes are required, approves an amount or rate of tax for all funds that receive property taxes.

The budget committee is composed of the governing body and an equal number of electors appointed by the governing body. All members of the budget committee have equal authority. An elector is a qualified voter who has the right to vote for the adoption of any measure. If the governing body cannot find a sufficient number of electors who are willing to serve, those who are willing and the governing body become the budget committee.

Applicants for the Budget Committee need to be registered voters of the City of Seaside for at least one year prior to serving on the Committee. The appointive members of the budget committee cannot be officers, agents or employees of the local government. Spouses of officers, agents or employees of the local government are not barred from serving on the budget committee if they are qualified electors and not themselves officers, agents, or employees. Appointive members of the budget committee are appointed for three-year terms.

The committee shall elect a presiding officer from among the members at the first meeting. No member of the budget committee may receive any compensation for their services as a member of the committee.

COMMITTEE/COMMISSION APPOINTMENT

1. **Date Council Notified:** November 28, 2011

Name: **Robert Johnson**
Guy Williams

Commission/Committee: Budget Committee

Resignation Date: **Johnson – November 14, 2011**
Williams – May 16, 2011

Term Expiration Date:

Wants to be considered again: Johnson – No
Williams – No

2. **Applicants:**
Genesee Dennis

3. **Nominations:**

4. **Appointment:**

Please Note: It is Council policy that applicants must be a city or urban growth boundary resident, business owner or employee of a business for at least one year, depending on committee/commission residency requirements.

CITY OF SEASIDE

Interest Form for Committee/Commission/Board Vacancies

PLEASE RETURN TO CITY HALL BY: _____

NAME Dennis (First) Genesee (Last) PHONE 503 / 791-1009

ADDRESS 770 Ave Q, Seaside

LENGTH OF TIME IN SEASIDE graduated in 94 returned 2000

ARE YOU A REGISTERED VOTER IN SEASIDE: Yes ☒ No ☐

OCCUPATION Aquatics Manager SEPRD

PAST OCCUPATIONS U.S.N. Rescue Swimmer, Beach Guard, Restaurant Owner

List committee/commissions you are currently appointed to: Providence Foundation, Natural History Park, Seaside Swim Team Board

List committee/commissions on which you would like to serve: Budget Committee

List fields in which you have interest or ability: City Council

List employment and volunteer activities, which may relate to service on committee/commissions:
Sweet Affaire
Abundance fest
Seaside Fire

List skills and special knowledge that you may have acquired from these activities:

Have you ever been convicted, pled guilty or pled "no contest" to any crime, offense, or major traffic violation? Yes (X) No ( ) If yes, what offense? misdemeanor disturbing the peace

When? Summer 2000 Please explain: See attached

Please list 3 references including an employer or supervisor, and people that have known you for at least 2 years. **(No City Council Members, Please)**

NAME	RELATIONSHIP	ADDRESS	PHONE
Mary Blake	Supervisor	1140 BROADWAY	738-3311 ext 103
Mike Marshall	Co Worker	1140 BROADWAY	738-3311 ext 102
Tina Bacon	Co Worker	1140 BROADWAY	738-3311 ext 104

I authorize, any person or entity contacted by the City of Seaside to furnish information relating to my appointment to the Commission/Committee/Board indicated above and I release any such person or entity from any and all liability for furnishing such information. I also release the City of Seaside from any and all liability for conducting such an investigation.

DATE 10/26/11 SIGNATURE [signature]

This is in response to my answering "yes" to being arrested question on my application.

It was the summer of 2000, my wife and I were living in San Diego Ca. At the time I was employed as a lifeguard for the City of Imperial Beach. It was 4th of July and I went home at 7pm after working at the beach all day. After changing, eating some food, my wife, my friends and I walked down to the beach to watch the fireworks. We ended in front of the lifeguard station. My lifeguard Sargent walked by and notices the beer in my hand and said to me, "you know better than that, go throw that away". There were dumpsters on the side of the building so I proceeded that way to discard my beer. I had just got to side of the building when two officers approached me about the beer. Immediately my friend's wife came up and tried to cover for me saying it was her beer, knowing that I might get in trouble working for the city. The officers started to take us into the lifeguard station, which also had a section for the police, to talk to us when my friend began to follow us in. We are now just inside the door in the lobby. The officers stop my friend at the door telling him he can't come in and he is saying "your bringing my wife in there I'm coming too". My friend is a SEAL for the US Navy which could have had something to do with the following, so an officer grabs him around the neck from behind, after repeatedly warning him to stay out, and my friend threw him to the ground. Next thing you know there were 4 or 5 officers wrestling him to the ground then rushing him off just as fast. My friend's wife, my lifeguard Sergeant and I left there in awe of what just happened. A different officer than the ones who brought me into the station was standing in front of us and my Sergeant asked if I was ok to go. He said, "He looks alright to me, sure". My Sergeant told my wife and I to go to the top of the station and watch the fireworks so we did. About 20 minutes later she came back and said they are looking for you. We went downstairs and the two original officers who brought me inside were standing there, turned to me and said there he is. They put me in handcuffs took me out and put in the police car with my friend. They told me I was being arrested for resisting arrest. My day in court finally came, I met with my attorney and she read me the police report. The officer said that "while my friend was being detained I evaded the scene and after a prolonged search of the building they found me and placed me under arrest". After I told my story to my attorney, court appointed, and told her how many witnesses I had she said I would have no problem going to trial and winning. Just to get to talk to her already took 3 months and she said it could take up to a year to go to trial. After losing my lifeguarding job and buying a house just being out of reach for us, my wife and I decided we wanted to move back to Oregon and couldn't really afford to wait. So I ended up pleading guilty to misdemeanor disturbing the peace. I was pretty broken up at the time because I loved my lifeguarding job and planned on doing it for a career. Everything happens for a reason and now I am very thankful because it led me to, what I believe was, a better path. I am now the Aquatics Manager for the local Parks and Rec, I have a wonderful I family and am enjoying every minute of it☺

Thank You for your consideration,

Genesee Dennis

CITY of SEASIDE

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989 BROADWAY
SEASIDE, OREGON 97138
(503) 738-5511

BUDGET COMMITTEE

Term of Office: 3 years

Number of Members: 14 (Includes City Council)

NAME	ADDRESS	PHONE	TERM EXPIRES
VACANCY			**12/31/2011**
VACANCY			**12/31/2012**
GAYLE SPEAR	50 7TH AVENUE	738-7942	12/31/2012
LES MCNARY	1624 S. FRANKLIN	738-0759	12/31/2013
DALE MCDOWELL	3760 SUNSET BLVD.	717-8084	12/31/2013
JAMES SHIPLEY	284 ALPINE ST.	717-0392	12/31/2014
REBECCA BUCK	P O BOX 1152	738-3045	12/31/2014

SEASIDE BUILDING BOARD OF APPEALS

The Seaside Building Boards of Appeals was established in order to determine the suitability of alternate materials and methods of construction and to provide for reasonable interpretations of all city and state regulated building codes.

The Building Board of Appeals consists of five members who reside within the city limits and who are qualified by experience and training to pass upon matters pertaining to building construction. The members are appointed by the Mayor subject to City Council approval.

The Building Board of Appeals shall adopt reasonable rules and regulations for conducting its investigation and shall render all decisions and findings in writing to the Building Official and a copy to the appellant. The Building Official shall be an ex-officio member and shall act as secretary of the Board.

COMMITTEE/COMMISSION APPOINTMENT

1. **Date Council Notified:** November 28, 2011

   Name: **Russ Taggard**
   Jonathan Forrester

   Commission/Committee: Building Board of Appeals

   Resignation Date: **N/A**

   Term Expiration Date: **December 31, 2011**

   Wants to be considered again: **Taggard – Live in Gearhart**
   Forrester – Live in Gearhart

2. **Applicants:**
   Ray Romine

3. **Nominations:**

4. **Appointment:**

Please Note: It is Council policy that applicants must be a city or urban growth boundary resident, business owner or employee of a business for at least one year, depending on committee/commission residency requirements.

CITY OF SEASIDE

Interest Form for Committee/Commission Appointment

PLEASE RETURN TO CITY HALL BY: _____

NAME Romine (Last) Ray (First) PHONE 503/ 440-9561

ADDRESS 2170 Skyline Dr Seaside OR

LENGTH OF TIME IN SEASIDE 10 years

ARE YOU A REGISTERED VOTER IN SEASIDE: Yes ☒ No ☐

OCCUPATION Builder / Developer

PAST OCCUPATIONS General Manager / Cable Industry

List committee/commissions you are currently appointed to: N/A

List committee/commissions on which you would like to serve: Building Board of Appeals

List fields in which you have interest or ability: Building / Planning

List employment and volunteer activities, which may relate to service on committee/commissions:
Past Planning Commissioner

List skills and special knowledge that you may have acquired from these activities:
Prior Planning Experience in Seaside OR

Have you ever been convicted, pled guilty or pled "no contest" to any crime, offense, or major traffic violation? Yes ( ) No (X) If yes, what offense? _____

When? _____ Please explain: _____

Please list 3 references including an employer or supervisor, and people that have known you for at least 2 years. **(No City Council Members, Please)**

NAME	RELATIONSHIP	ADDRESS	PHONE
Steve Olstetd	Friend	Gearhart	
Dave Weber	Friend	Gearhart	

I authorize, any person or entity contacted by the City of Seaside to furnish information relating to my appointment to the Commission/Committee/Board indicated above and I release any such person or entity from any and all liability for furnishing such information. I also release the City of Seaside from any and all liability for conducting such an investigation.

DATE ~~10/5/10~~ 12/5/2011 SIGNATURE _____

CITY of SEASIDE

OREGON'S
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RESORT

989 BROADWAY
SEASIDE, OREGON 97138
(503) 738-5511

BUILDING BOARD OF APPEALS

Term of Office: 3 years

Number of Members: 5

NAME	ADDRESS	PHONE	TERM EXPIRES
RUSS TAGGARD	P O BOX 2329/GEARHART	738-8026	**12/31/2011**
JONATHAN FORRESTER	1985 N. WAHANNA	717-9023 738-3425Wk.	**12/31/2011**
JAMES O'BRIEN	720 S. LINCOLN	738-3169	12/31/2012
CHRISTOPHER ROSE	930 13TH AVENUE	738-3221/440-0764	12/31/2012
SHANE DEAN	1800 HUCKLEBERRY	440-0915	12/31/2013

SEASIDE AIRPORT COMMITTEE

The purpose of the Seaside Airport Committee is to act as an advisory body to the City Council, the City Manager, and the Public Works Director/City Engineer regarding issues concerning the Seaside Public Airport.

The committee consist of the following permanent members: the Public Works Director/City Engineer (or designee), a member of the Seaside City Council, a member of the Gearhart City Council, and six (6) non-permanent citizen members, who are not employees of the City, and at least four (4) of the non-permanent citizens shall reside within the City limits who shall serve as members-at-large.

The citizen members of the committee shall be selected from, but are not limited to, members of the following groups: persons with a demonstrated interest in public airport, educators, private businesspersons, persons with a diversity of ethnic and cultural affiliations, and persons of diverse economic backgrounds and interests.

The members shall serve without salary or compensation of any nature.

All members shall be appointed by the City Council and shall serve for a term of three years. However, three of the first non-permanent members shall be appointed for a term of one year, two years, and three years respectively. As those terms expire, the vacancy will be filled for three-year terms in each case.

Each year, at the first Committee meeting in January, the members shall appoint one of their members as Chairperson and one as Vice-Chairperson. One of the Committee members will serve as Secretary. Minutes of all meetings will be filed with the City Council.

The Committee shall hold a regular meeting at least once each month of the calendar year. The meetings shall be open to the public. Any person appointed by the City Council to serve on this committee who misses three or more regularly scheduled meetings during a 12 month period shall be notified by letter that the position must be vacated. The individual may appeal the decision to the City Council. (A 12 month period is defined as beginning in January of each calendar year.)

COMMITTEE/COMMISSION APPOINTMENT

1. **Date Council Notified:** **November 28, 2011**

   Name: Guy Williams

   Commission/Committee: **Seaside Airport Committee**

   Resignation Date: **November 22, 2011**

   Term Expiration Date: **June 30, 2012**

   Wants to be considered again:

2. **Applicants:**
   Bruce Francis

3. **Nominations:**

4. **Appointment:**

Please Note: It is Council policy that applicants must be a city or urban growth boundary resident, business owner or employee of a business for at least one year, depending on committee/commission residency requirements.

CITY OF SEASIDE

Interest Form for Committee/Commission/Board Vacancies

PLEASE RETURN TO CITY HALL BY: December 7, 2011

NAME FRANCIS BRUCE PHONE 503 440 0033
Last First

ADDRESS 90250 SHORELINE DR WARRENTON OR 97146

LENGTH OF TIME IN SEASIDE 33 YRS IN AREA - 10 IN SEASIDE

ARE YOU A REGISTERED VOTER IN SEASIDE: Yes ☐ No ☒

OCCUPATION PROPERTY MANAGER / FLIGHT INSTRUCTOR

PAST OCCUPATIONS COMMUNICATIONS ENGINEERING CONTRACTOR

List committee/commissions you are currently appointed to: CLATSOP PLANNING COMMISSION SHORELINE ESTATES SEWER BD SKIPANON WATER CONTROL BD

List committee/commissions on which you would like to serve: SEASIDE AIRPORT COMMITTEE

List fields in which you have interest or ability: COMMUNICATIONS AVIATION MANAGEMENT - BUILDING

List employment and volunteer activities, which may relate to service on committee/commissions:
MANAGER CONDOMINIUM ASSOC CONTRACTING
PRESIDENT WALLABY HOA. PROPERTY MANAGEMENT
VICE PRESIDENT SADDLE MT ARCHERS HWY 101 COMMITTEE
ELOLA CREEK RESERVE COMMITTEE

List skills and special knowledge that you may have acquired from these activities:
CERTIFIED FLIGHT INSTRUCTOR (CFII MEL)

Have you ever been convicted, pled guilty or pled "no contest" to any crime, offense, or major traffic violation? Yes ( ) No (X) If yes, what offense?

When? Please explain:

Please list 3 references including an employer or supervisor, and people that have known you for at least 2 years. **(No City Council Members, Please)**

NAME	RELATIONSHIP	ADDRESS	PHONE
FRANK PATRICK	EMPLOYER	BOX 231119 PORTLAND	503 318 1013
TOM MALTMAN	INSURANCE	815 S HOLLADAY SEASIDE	503 738 6100
JANETTE GOOLSBY	NEIGHBOUR	SHORELINE DR WARRENTON	503 861 2074

I authorize, any person or entity contacted by the City of Seaside to furnish information relating to my appointment to the Commission/Committee/Board indicated above and I release any such person or entity from any and all liability for furnishing such information. I also release the City of Seaside from any and all liability for conducting such an investigation.

DATE 12. 2. 11 SIGNATURE

12-02-11P03:22 RCVD

CITY of SEASIDE

OREGON'S
FAMOUS
ALL-YEAR
RESORT

989 BROADWAY
SEASIDE, OREGON 97138
(503) 738-5511

AIRPORT COMMITTEE

Term of Office: 3 years

Number of Members: 9

NAME	ADDRESS	PHONE	TERM EXPIRES	
DIANNE WIDDOP	PO BOX 2116 GEARHART	738-6212	6/30/2012	Council Gearhart
STEVE PHILLIPS	217 BROADWAY	738-5402	6/30/2012	
NEAL WALLACE	989 BROADWAY	738-5112	6/30/2012	Public Works
DON JOHNSON	PO BOX 372	738-7535	6/30/2012	City Council
VACANCY			6/30/2012	
WALLY HAMER	312 SPRUCE DR.	738-9356	6/30/2013	
TRACY MACDONALD	451 HILLSIDE LOOP	738-8140 739-2269	6/30/2013	
RANDALL HENDERSON*	89066 OCEAN DRIVE WARRENTON, 97146	503-577-6153	6/30/2014	
ROY BENNETT	2026 FERNWOOD ST.	738-4102	6/30/2014	

*Chair

SEASIDE CIVIC AND CONVENTION CENTER COMMISSION

The purpose of the Seaside Convention Center Commission is to be an advisory body to make recommendations to the City Council on matters concerning the Civic and Convention Center. The Commission shall make recommendations concerning policy matters related to the Civic Convention Center. The Civic and Convention Center Commission shall advise the Convention Center Manager, City Manager and City Council on all items relating to the operation of the Civic and Convention Center including but not limited to: Contracts; Building Improvements; Employment of Civic and Convention Center Manager; Rentals; and Budget.

The commission consists of seven members who are not employees of the city and shall be residents, or owners or employees of businesses within the city limits of Seaside.

Each year, at the first Commission meeting in November, the members shall appoint one of their members as Chairperson and one as Vice-Chairperson. The center manager shall serve as Secretary to the Civic and Convention Center Commission.

The Commission shall hold a regular meeting at least once each month of the calendar year. The meetings shall be open to the public. Any person appointed to serve on this committee who misses three or more regularly scheduled meetings during a 12 month period shall be notified by letter that the position must be vacated. The individual may appeal the decision to the City Council. (A 12 month period is defined as beginning in January of each calendar year.)

The members shall serve without salary or compensation of any nature.

COMMITTEE/COMMISSION APPOINTMENT

1. **Date Council Notified:** October 10, 2011

   Name: **Mark Tolan**

   Commission/Committee: Convention Center Commission

   Resignation Date: **October 10, 2011**

   Term Expiration Date: **October 25, 2012**

   Wants to be considered again: **N/A**

2. **Applicants:**
   Kelley Herr
   Roger Schultz

3. **Nominations:**

4. **Appointment:**

Please Note: It is Council policy that applicants must be a city or urban growth boundary resident, business owner or employee of a business for at least one year, depending on committee/commission residency requirements.

CITY OF SEASIDE

Interest Form for Committee/Commission Appointment

PLEASE RETURN TO CITY HALL BY: _____

NAME Herr (Last) Kelley (First) PHONE 503/ 913·3132

ADDRESS 1012 N Prom Seaside, OR 97138

LENGTH OF TIME IN SEASIDE 28 years (2nd Home)

ARE YOU A REGISTERED VOTER IN SEASIDE: Yes ☐ No ☑

OCCUPATION Teacher

PAST OCCUPATIONS Recruiting Manager, Market Manager

List committee/commissions you are currently appointed to: _____

List committee/commissions on which you would like to serve: ~~Budget Committee~~ and/or Planning Convention Center Committee

List fields in which you have interest or ability: _____

List employment and volunteer activities, which may relate to service on committee/commissions:
Planning Committee - WOU
Market Manager position

List skills and special knowledge that you may have acquired from these activities:

Excel proficent. I enjoy budgeting and money management.
Member of the planning committee for WOU - Hamersly Library.

Have you ever been convicted, pled guilty or pled "no contest" to any crime, offense, or major traffic violation? Yes ( ) No (X) If yes, what offense? _____

When? _____ Please explain: _____

Please list 3 references including an employer or supervisor, and people that have known you for at least 2 years. **(No City Council Members, Please)**

NAME	RELATIONSHIP	ADDRESS	PHONE
Alissa Cumpston	former boss	Portland, OR	503·317·1724
Sarah Altig	Good family friend	Portland, OR	503·701·6469
Melissa Newton	Friend		503·442·0191

I authorize, any person or entity contacted by the City of Seaside to furnish information relating to my appointment to the Commission/Committee/Board indicated above and I release any such person or entity from any and all liability for furnishing such information. I also release the City of Seaside from any and all liability for conducting such an investigation.

DATE 10/5/11 SIGNATURE Kelley Herr

Please Note: It is Council policy that applicants must be a city or urban growth boundary resident, business owner or employee of a business for at least one year, depending on committee/commission residency requirements.

CITY OF SEASIDE

Interest Form for Committee/Commission/Board Vacancies

PLEASE RETURN TO CITY HALL BY: December 7, 2011

NAME SCHULTZ (Last) ROGER (First) PHONE 503/738-5641

ADDRESS 2481 VENICE BLVD - SEASIDE, OR 97138

LENGTH OF TIME IN SEASIDE 8 YEARS

ARE YOU A REGISTERED VOTER IN SEASIDE: Yes ☒ No ☐

OCCUPATION ARCHITECT / RETIRED

PAST OCCUPATIONS PRINCIPAL @ ARCHITECT FIRMS / PORTLAND + SEATTLE

List committee/commissions you are currently appointed to: PROV. HOSPITAL COMMUNITY BOARD; NORTH COAST LAND CONSERVANCY / COMMITTEE; ASTORIA GOLF + COUNTRY CLUB - 2 COMMITTEES

List committee/commissions on which you would like to serve: SEASIDE CIVIC + CONVENTION CENTER COMMISSION

List fields in which you have interest or ability: DESIGN / PLANNING / OPERATIONS OF HOSPITALITY FACILITIES

List employment and volunteer activities, which may relate to service on committee/commissions: PROJECT DIRECTOR @ ARCHITECT FIRM OF CONVENTION CENTER PROJECTS; ASTORIA GOLF + COUNTRY CLUB HOUSE / GREENS COMMITTEE

List skills and special knowledge that you may have acquired from these activities: ARCHITECT IN CHARGE OF MAJOR PROJECTS BOTH IN PORTLAND AND SEATTLE AS WELL AS INTERNATIONAL LOCATIONS.

Have you ever been convicted, pled guilty or pled "no contest" to any crime, offense, or major traffic violation? Yes ( ) No ☒ If yes, what offense?

When? Please explain:

Please list 3 references including an employer or supervisor, and people that have known you for at least 2 years. **(No City Council Members, Please)**

NAME	RELATIONSHIP	ADDRESS	PHONE
WARREN ANDERSON	FRIEND / NEIGHBOR	601 INDIAN WAY / SEASIDE	503/717-197
ED PETERS	SERVED UNDER AS HIS POST OF CAPITAL PROJECTS DIRECTOR EDMONDS SCHOOL DIST.	20420-68th AVE W LYNNWOOD, WA 98036	425/431-700
DANIEL JESSE	CONTRACTOR	1389 SEA RIDGE LANE / GEARHART,	503/717-369

I authorize, any person or entity contacted by the City of Seaside to furnish information relating to my appointment to the Commission/Committee/Board indicated above and I release any such person or entity from any and all liability for furnishing such information. I also release the City of Seaside from any and all liability for conducting such an investigation.

DATE 12/5/2011 SIGNATURE

CITY of SEASIDE

OREGON'S
FAMOUS
ALL-YEAR
RESORT

989 BROADWAY
SEASIDE, OREGON 97138
(503) 738-5511

CONVENTION CENTER COMMISSION

Term of Office: 4 years

Number of Members: 7

NAME	ADDRESS	PHONE	TERM EXPIRES
VACANCY			**10/25/2012**
SETH MORRISEY	PO BOX 333	440-2138	10/25/2012
JEFF KILDAY	P O BOX 1031	738-3018	10/25/2013
CHUCK MINER	2335 S. EDGEWOOD	440-9240	10/25/2013
TERRY BICHSEL**	414 N. PROM	738-3334	10/25/2013
MARC POSALSKI	P O BOX 980	503-440-4797	10/25/2014
RANDY FRANK*	454 HIGHLAND	738-7379/4331	10/25/2014

*CHAIR
**VICE CHAIR

TRANSPORTATION ADVISORY COMMISSION

The purpose of the Transportation Advisory Commission is an advisory body to make recommendations to the City Council on matters concerning transportation and proposed transportation projects. The Transportation Advisory Commission shall have the powers and duties which are now or may hereafter be assigned to it by Charter, ordinance, resolution or order of this city and in addition it will:

- Assist the City Council in recognizing community priorities by advising on transportation policies and goals;
- Increasing communications between the City, the public, the Oregon Department of Transportation (ODOT), the County, and all interested parties;
- Reduce misunderstandings concerning transportation planning, design, and construction;
- Review current transportation related ordinances and recommend amendments;
- Review proposed transportation projects planned for the City of Seaside and make recommendations;
- Review the City of Seaside Transportation Systems Plan every five years and report to the City Council;
- Complete other projects, as they relate to transportation, as directed by the City Council.

The Commission shall consist of seven members who are not employees of the City of Seaside and who will be appointed by the City Council. A minimum of five members shall reside within the city limits; a maximum of two members may live outside the city limits in order to represent concerns of neighboring properties and jurisdictions.

All members shall serve for a term of four years. Any portion of a term exceeding one-half the period of the term shall be considered a term.

Each year, the first meeting of the Commission, the members shall appoint one of their members as Chairperson and one as Vice-Chairperson. City staff shall serve as Secretary to the Transportation Advisory Commission. Minutes of all meetings will be filed with the City Council.

The commission shall hold a regular meeting at least once each month of the calendar year. The meeting shall be open to the public and legally noticed.

COMMITTEE/COMMISSION APPOINTMENT

1. **Date Council Notified:** **August 8, 2011**

   Name:

   Commission/Committee: **Transportation Advisory Commission**

   Resignation Date:

   Term Expiration Date:

   Wants to be considered again:

2. **Applicants:**
   Dale McDowell
   Bill Carpenter
   Kathleen Teeple
   Terry Hartill
   Russ Earl
   John Dunzer
   Michael Tucker
   Robert Perkel

3. **Nominations:**

4. **Appointment:**

Please Note: It is Council policy that applicants must be a city or urban growth boundary resident, business owner or employee of a business for at least one year, depending on committee/commission residency requirements.

CITY OF SEASIDE

Interest Form for Committee/Commission/Board Vacancies

PLEASE RETURN TO CITY HALL BY: August 17, 2011

NAME McDowell (Last) Dale (First) PHONE 503/741-0765

ADDRESS 3760 Sunset Blvd Seaside, OR 97138

LENGTH OF TIME IN SEASIDE 6 years

ARE YOU A REGISTERED VOTER IN SEASIDE: Yes ☒ No ☐

OCCUPATION Construction Estimator / Project Manager

PAST OCCUPATIONS same 35 years

List committee/commissions you are currently appointed to: Budget Committee

List committee/commissions on which you would like to serve: Transportation Advisory

List fields in which you have interest or ability: Roads, Parks

List employment and volunteer activities, which may relate to service on committee/commissions: Construction Estimator / Project Manager Pacific Timber LLC and Big River Construction Volleyball, Parks projects

List skills and special knowledge that you may have acquired from these activities: Knowledge of ODOT Rules, Regulations and Specifications

Have you ever been convicted, pled guilty or pled "no contest" to any crime, offense, or major traffic violation? Yes ( ) No (X) If yes, what offense?

When? Please explain:

Please list 3 references including an employer or supervisor, and people that have known you for at least 2 years. **(No City Council Members, Please)**

NAME	RELATIONSHIP	ADDRESS	PHONE
Tony Ewing	Employer	1050 Olney Ave	338-0362
Terry Lowenberg	Friend	3457 Hwy 101 N	738-0453
Dale Barrett	Friend	34107 W. Campbell Loop Rd	738-3425

I authorize, any person or entity contacted by the City of Seaside to furnish information relating to my appointment to the Commission/Committee/Board indicated above and I release any such person or entity from any and all liability for furnishing such information. I also release the City of Seaside from any and all liability for conducting such an investigation.

DATE 8/16/2011 SIGNATURE Dale M. McDowell

Please Note: It is Council policy that applicants must be a city or urban growth boundary resident, business owner or employee of a business for at least one year, depending on committee/commission residency requirements.

CITY OF SEASIDE

Interest Form for Committee/Commission/Board Vacancies

PLEASE RETURN TO CITY HALL BY: August 17, 2011

NAME Carpenter (Last) Bill (First) PHONE 503 / 738-5410

ADDRESS 700 N. Prom #2, PO Box 797, Seaside, OR 97138

LENGTH OF TIME IN SEASIDE 5 - Years

ARE YOU A REGISTERED VOTER IN SEASIDE: Yes ☒ No ☐

OCCUPATION Retired

PAST OCCUPATIONS Electrical Controls Engineer

List committee/commissions you are currently appointed to: Planning Commission, Improvement Commission

List committee/commissions on which you would like to serve: Transportation Advisory Commission

List fields in which you have interest or ability: Engineering

List employment and volunteer activities, which may relate to service on committee/commissions:

Process Solutions Inc.
General Motors
Planning Commission

List skills and special knowledge that you may have acquired from these activities:

30 + years of evaluating issues and providing solutions. Many of those years was as a Project Engineer.

Have you ever been convicted, pled guilty or pled "no contest" to any crime, offense, or major traffic violation? Yes ( ) No (X) If yes, what offense?

When? Please explain:

Please list 3 references including an employer or supervisor, and people that have known you for at least 2 years. **(No City Council Members, Please)**

NAME	RELATIONSHIP	ADDRESS	PHONE
Joe Busby	Former Employer	35217 Phipps Dr, Mt Vernon, WA	360-422-6883
Bill Franski	Landlord	1984 NW Florence Ave, Gresham, OR	503-380-1482
Gayle Spear	Neighbor	50 - 7th Ave, Seaside, OR	503-738-7942

I authorize, any person or entity contacted by the City of Seaside to furnish information relating to my appointment to the Commission/Committee/Board indicated above and I release any such person or entity from any and all liability for furnishing such information. I also release the City of Seaside from any and all liability for conducting such an investigation.

DATE 8-16-11 SIGNATURE Billy J. Carpenter

Please Note: It is Council policy that applicants must be a city or urban growth boundary resident, business owner or employee of a business for at least one year, depending on committee/commission residency requirements.

CITY OF SEASIDE

Interest Form for Committee/Commission/Board Vacancies

PLEASE RETURN TO CITY HALL BY: _____

NAME TEEPLE (Last) KATHLEEN (First) PHONE 738-3155

ADDRESS 33230 BEERMAN CRK LN

LENGTH OF TIME IN SEASIDE 13 YRS

ARE YOU A REGISTERED VOTER IN SEASIDE: Yes ☑ No ☐

OCCUPATION ACCOUNTANT

PAST OCCUPATIONS _____

List committee/commissions you are currently appointed to: NONE WITH CITY OF SEASIDE

List committee/commissions on which you would like to serve: TRANSPORTATION ADVISORY COMM.

List fields in which you have interest or ability: ACCOUNTING, ENVIRONMENT

List employment and volunteer activities, which may relate to service on committee/commissions:

List skills and special knowledge that you may have acquired from these activities:

Have you ever been convicted, pled guilty or pled "no contest" to any crime, offense, or major traffic violation? Yes ( ) No (X) If yes, what offense? _____

When? _____ Please explain: _____

Please list 3 references including an employer or supervisor, and people that have known you for at least 2 years. **(No City Council Members, Please)**

NAME	RELATIONSHIP	ADDRESS	PHONE
WILLIS VANDUSEN	BROTHER-IN-LAW	2314 IRVING ASTORIA	325-2829
HAL SNOW	ATTNY / FRIEND	801 COMMERCIAL "	325-2125
ROSEMARY LAW	EMPLOYER	610 18th "	325-5102

(Out of City Limits)

I authorize, any person or entity contacted by the City of Seaside to furnish information relating to my appointment to the Commission/Committee/Board indicated above and I release any such person or entity from any and all liability for furnishing such information. I also release the City of Seaside from any and all liability for conducting such an investigation.

DATE 8-16-2011 SIGNATURE Kathleen Teeple

Please Note: It is Council policy that applicants must be a city or urban growth boundary resident, business owner or employee of a business for at least one year, depending on committee/commission residency requirements.

CITY OF SEASIDE

Interest Form for Committee/Commission/Board Vacancies

PLEASE RETURN TO CITY HALL BY: _____

NAME Hartill (Last) TERRY (First) PHONE 503-738-7108 Hm 503 738-6354 WK

ADDRESS 85208 Hwy 101 Seaside, Or.

LENGTH OF TIME IN SEASIDE 7 yrs

ARE YOU A REGISTERED VOTER IN SEASIDE: Yes ☒ No ☐

OCCUPATION Self Employed - Seafood Industry

PAST OCCUPATIONS Seafood Industry Consultant in Russia

List committee/commissions you are currently appointed to: N/A

List committee/commissions on which you would like to serve: Transportation Advisory Commission

List fields in which you have interest or ability:

List employment and volunteer activities, which may relate to service on committee/commissions:
Clatsop County Cattlemans Assoc.

List skills and special knowledge that you may have acquired from these activities:
Many Years of organizing fundraisers for scholarships -

Have you ever been convicted, pled guilty or pled "no contest" to any crime, offense, or major traffic violation? Yes ( ) No (X) If yes, what offense? _____

When? _____ Please explain: _____

Please list 3 references including an employer or supervisor, and people that have known you for at least 2 years. **(No City Council Members, Please)**

NAME	RELATIONSHIP	ADDRESS	PHONE
Steve Fick		Astoria, Or.	503-325-5252
Darius Peake		Garibaldi, Or.	503-318-8351
Lonnie Howard		Nachotta, WA.	360-783-2081

(Out of City Limits)

I authorize, any person or entity contacted by the City of Seaside to furnish information relating to my appointment to the Commission/Committee/Board indicated above and I release any such person or entity from any and all liability for furnishing such information. I also release the City of Seaside from any and all liability for conducting such an investigation.

DATE 8-30-11 SIGNATURE Terry L. Hartill

Please Note: It is Council policy that applicants must be a city or urban growth boundary resident, business owner or employee of a business for at least one year, depending on committee/commission residency requirements.

CITY OF SEASIDE

Interest Form for Committee/Commission/Board Vacancies

PLEASE RETURN TO CITY HALL BY: _____

NAME EARL RUSS PHONE 503, 738-6281
Last First

ADDRESS PO B 2276 GEARHART, OR 97138-2276

LENGTH OF TIME IN SEASIDE 30 yrs. '79-'97

ARE YOU A REGISTERED VOTER IN SEASIDE: Yes ☐ No ☒

OCCUPATION RETIRED

PAST OCCUPATIONS MECHANIC
RANGER

List committee/commissions you are currently appointed to: Seas Planning
~~Clat. Cty Comm~~

List committee/commissions on which you would like to serve: TRANS ADVISORY COMM

List fields in which you have interest or ability:

List employment and volunteer activities, which may relate to service on committee/commissions:

List skills and special knowledge that you may have acquired from these activities:

Have you ever been convicted, pled guilty or pled "no contest" to any crime, offense, or major traffic violation? Yes ( ) No (☒) If yes, what offense?

When? _____ Please explain:

Please list 3 references including an employer or supervisor, and people that have known you for at least 2 years. **(No City Council Members, Please)**

NAME	RELATIONSHIP	ADDRESS	PHONE
Jon or Terry Hartis	—	BELL BUOY.	

(out of City Limits)

I authorize, any person or entity contacted by the City of Seaside to furnish information relating to my appointment to the Commission/Committee/Board indicated above and I release any such person or entity from any and all liability for furnishing such information. I also release the City of Seaside from any and all liability for conducting such an investigation.

DATE 9/12/2011 SIGNATURE [signature]

Please Note: It is Council policy that applicants must be a city or urban growth boundary resident, business owner or employee of a business for at least one year, depending on committee/commission residency requirements.

CITY OF SEASIDE

Interest Form for Committee/Commission/Board Vacancies

TRANSPORTATION ADVISORY COMMISSION

PLEASE RETURN TO CITY HALL BY: 9-21-11

NAME DUNZER (Last) JOHN (First) PHONE 503/738-6885

ADDRESS 2964 KEEPSAKE DR. SEASIDE OR

LENGTH OF TIME IN SEASIDE 8 YRS 4 MONTHS

ARE YOU A REGISTERED VOTER IN SEASIDE: Yes ☑ No ☐

OCCUPATION CEO COLUMBIA BIOENERGY

PAST OCCUPATIONS SEE EMPLOYMENT ACTIVITIES BELOW

EDUCATION MBA in TECHNICAL MANAGEMENT MS IN ELECTRICAL ENGINEERING BS IN CIVIL ENGINEERING

List committee/commissions you are currently appointed to:

STATE OREGON – FOREST CLUSTER ECONOMIC DEVEL

STATE OREGON – BIOMASS BUSINESS DEVELOPMENT

List committee/commissions on which you would like to serve:

ASTORIA PORT DISTRICT COMMISSION

CLATSOP COUNTY COMMISSION

CLATSOP COUNTY ECONOMIC DEVELOPMENT (DISBANDED)

SEASIDE CITY COUNCIL

List fields in which you have interest or ability:

URBAN PLANNING / GOVERNMENT FINANCE

ECONOMIC DEVELOPMENT

ENERGY PLANNING

List employment and volunteer activities, which may relate to service on committee/commissions:

CEO COLUMBIA BIOENERGY

PRESIDENT TALLEY INDUSTRIES

PRESIDENT ENTERPRISE MANAGEMENT & DEVEL

SR VP – RELIANCE CONSULTING

VP – ULTRASYSTEMS

SCHOOL BOARD PLANNING COMMISSION

ECONOMIC REVITALIZATION COMMISSION

List skills and special knowledge that you may have acquired from these activities:

URBAN PLANNING

TRAFFIC STUDIES

ENVIRONMENTAL IMPACT

BUSINESS FEASIBILITY

SMALL BUSINESS DEVELOPMENT

TECHNOLOGY TRANSFER

MARKET RESEARCH – INDUSTRIAL

MANAGEMENT OF TECHNICAL ORGANIZATIONS

CONSTRUCTION MANAGEMENT

REAL ESTATE DEVELOPMENT

ENERGY DEVELOPMENT

VOTER POLING

Have you ever been convicted, pled guilty or pled "no contest" to any crime, offense, or major traffic violation? Yes ( ) No (✓) If yes, what offense?

When? Please explain:

Please list 3 references including an employer or supervisor, and people that have known you for at least 2 years. **(No City Council Members, Please)** ALL INFORMED / INVOLVED CITIZENS FROM OUT OF AREA

NAME	RELATIONSHIP	ADDRESS	PHONE
JACK BLAND	PORT OF ASTORIA COMISSIONER	GEARHART	
RICK GARDNER	EXECUTIVE DIR CLATSOP ECONOMIC DEVELOPMENT RESOURCES	CANNON BEACH	
DR. MUCHEN	CLATSOP COUNTY COMMISSIONER	CANNON BEACH	

I authorize, any person or entity contacted by the City of Seaside to furnish information relating to my appointment to the Commission/Committee/Board indicated above and I release any such person or entity from any and all liability for furnishing such information. I also release the City of Seaside from any and all liability for conducting such an investigation.

DATE SEPT 16, 2011 SIGNATURE John R. Dunzer

NOTE: ATTACHED ARE THE TRANSPORTATION IDEAS OF THE MAJORITY OF SEASIDE VOTERS AS DEMONSTRATED BY 2005 CITY VOTE. I WILL SUPPORT THESE MAJORITY VIEWS

"The Planning Commission has never been allowed to formally review this plan. At least 3 members are opposed to it."

Bill Teeples

"This highway will change the character of our city for 100 years."

Mark Stefanelli, MD

"It's irresponsible to trust Seaside's future to the whims of ODOT."

Frank Kaim

"This project violates the Comprehensive Plan, which specifically requires that a bypass be seriously considered as the next highway improvement project."

Bob Johnson
(on Seaside Planning Commission)

""If we defeat the 5 lane highway, ODOT will have to build the truck bypass in order to fulfill their mission."

Ken Jordan
(on Seaside Planning Commission)

"I'm against the project." "I'm for the project."..."You people don't know what's best for Seaside."... "This vote is just a bump in the road."……

Mayor Don Larson

The truth is brought to you by concerned residents and business owners: The Friends of Seaside PAC, POB 710, Seaside.
www.friendsofseaside.org

SEASIDE DESERVES BETTER
VOTE NO

YOU CAN HELP! CALL 717-9900

ODOT'S 5 LANE HIGHWAY IS NOT THE BEST SOLUTION FOR SEASIDE

VOTE NO

REF #4-108

WWW.FRIENDSOFSEASIDE.COM

WE BELIEVE
THE HIGHWAY THROUGH SEASIDE NEEDS IMPROVEMENT
BUT

ODOT's project to build a highway 5 lanes wide - anywhere from **85 to 135 feet** across - is not the best solution for our town. **ODOT doesn't care what's best for Seaside - or its residents - or its businesses.**

ODOT is proposing to spend a minimum of $45 million - claiming it will save 4-11 minutes when driving through Seaside.

Here's what ODOT doesn't want you to know about or think about their project:

- **The agreement the city would sign gives ODOT complete control over all aspects of the highway design and construction.**
- **$7 million of the project is still unfunded, with no sure source.**
- **ODOT'S project in NOT FREE. Seaside is required to provide some funding. Where will this money come from? Raise our taxes?**
- This project will **reduce** Seaside's city and school **tax revenues by $300,000 - $500,000 annually**. Where will Seaside make this up? **Raise our taxes???**
- ODOT has done **no study** through Seaside which proves their timesaving claim.
- **3 foot high retaining walls** are included along much of the project.
- **Sound walls** – at least12 feet tall - **must be planned for. If even one resident complains about the noise**, the state and city must measure sound levels. **Federal laws require** that sound walls be constructed when certain decibel levels are reached.
- **Property values** of homes near the highway will **decrease.**
- **Construction** will take place during the summer time and will last at least 4 **years**.
- With ODOT's record there are sure to be **expensive cost overruns** and the construction time is likely to **span 6 years**.
- Construction will increase the dust and dirt being carried into businesses and homes.
- **Construction will increase traffic on Wahanna Road.**

ODOT HAS ITS OWN AGENDA ODOT DOESN'T CARE ABOUT US

VOTE NO AND KEEP SEASIDE IN CONTROL

DID YOU KNOW?

ODOT has produced the required **Final Environmental Impact Statement** (FEIS). This is considered the "Bible" for the ODOT project and, by law, must accurately reflect the results of the project and must be followed in producing the 5 lane highway. ODOT's 5 lane design includes:

- **7 traffic signals**
- **14 U turns**
- **7600 feet of raised median: more than half the length of town will be divided by a raised median**
- **1200 feet of retaining walls: 3 foot high concrete walls will line the edges of Hwy 101 along the length of Seaside**
- **Prime habitats for Coho endangered species will be destroyed**
- **18 business will be bulldozed**
- **64 homes will be demolished**
- **140 properties will lose square footage**
- **110 businesses or homes will have their driveways altered or removed**
- **78 access points to 101 will be closed**
- **Access to highway 101 from 11 public streets will be terminated**

Although these facts have been misrepresented by city officials and ODOT – verbally, in ads and on their website - the source of this information is the FEIS produced by ODOT.

IT'S OUR FUTURE

VOTE NO

SAFETY CONCERNS

It's being claimed that ODOT's 5 lane project will be better for emergency vehicles because they will be able to control the sequence of the traffic signals.

- We **DON'T NEED** a 5-lane highway to be able to control traffic signals. **We could have this technology NOW.**

ODOT's plan includes raised medians through most of the length of town.

- **HOW will emergency vehicles quickly cross raised medians without damage to vehicles or injury to patients?**
- **HOW will emergency vehicles maneuver N/S through town when raised medians block the center of the road?**

And, what about crossing the highway? ODOT claims that crosswalks will keep our kids, seniors and visitors safe.

- In order to get across the highway, pedestrians may have to cross halfway then stand in the median waiting for the walk signal to cycle through again.

How safe is it for kids or seniors to stand in the middle of the highway where log trucks rumble by within inches?

A 5 LANE HIGHWAY IS NOT SAFER.

VOTE NO

WHAT ABOUT THE MONEY?

ODOT says the money will go away if we don't let them build a 5-lane highway. They say that Seaside will have to wait a long time to get any highway improvements.

HOWEVER

- The State is **REQUIRED** to maintain bridges to meet current safety standards. **ODOT knows they cannot ignore the Neawanna Creek or Dooley bridges; they have earmarked money for the repairs – regardless of the vote outcome.**
- ODOT said the project would be terminated if Gearhart didn't participate.
  THAT DIDN'T HAPPEN
- ODOT has already spent **$6 million** on this project.

WILL GOVERNOR KULONGOSKI REALLY ALLOW ODOT TO WASTE $6 MILLION OF YOUR TAX MONEY?

An ODOT official has already publicly stated that ODOT will have to progress to a truck bypass if the 5 lane highway is voted down. AND CITY OFFICIALS HEARD THIS ADMISSION.

ARE YOU WILLING TO TRUST THAT ODOT KNOWS BEST?

VOTE NO

VOTE NO...AND THEN....

The city's comprehensive plan names a truck bypass as the ultimate goal. ODOT states that bypasses are no longer built. HOWEVER, **ODOT is developing a plan for an Astoria/Warrenton bypass.** Including Seaside would be a natural extension, especially with **the state planning to declare more of 101 as a freightway.**

BUT

If Seaside allows a 5 lane highway to be built, we will NEVER get a truck bypass.

We have proposed that a popular plan be seriously considered as an alternative:

- Modernized 3 lanes from Airport Rd to Dooley Bridge
- Continuous center turn lane without medians
- Continuous right hand turn lanes at all major intersections
- Modern and properly timed traffic signals that can be regulated for traffic flow or by emergency vehicles
- Replacement of the Neawanna Creek and Dooley bridges
- Realignment of the Lewis & Clark, Highway 101 intersection
- Sidewalks, lights, bike lanes, crosswalks

ODOT's estimated cost of this plan is $15 million – and the money is ALREADY SECURED. This is only 1/3 the cost of their 5 lane highway project.

THERE IS A FUTURE AFTER NO

SEASIDE IS OUR TOWN ODOT DOESN'T CARE ABOUT SEASIDE WE CAN WORK TOGETHER FOR THE BEST SOLUTION

Please Note: It is Council policy that applicants must be a city or urban growth boundary resident, business owner or employee of a business for at least one year, depending on committee/commission residency requirements.

CITY OF SEASIDE

Interest Form for Committee/Commission/Board Vacancies

PLEASE RETURN TO CITY HALL BY: December 7, 2011

NAME Tucker (Last) Michael (First) PHONE 503 / 939 - 6155

ADDRESS 241 Ave U Seaside, OR 97138

LENGTH OF TIME IN SEASIDE 4 years

ARE YOU A REGISTERED VOTER IN SEASIDE: Yes ☒ No ☐

OCCUPATION Motel Manager - Sandy Cove Inn

PAST OCCUPATIONS Advertising - Strategic Planner, PR
Truck Driver - class A license for 17 years

List committee/commissions you are currently appointed to: none

List committee/commissions on which you would like to serve: ~~open~~ Transportation Advisory Comm.

List fields in which you have interest or ability: Advertising, Marketing, Transportation, PR

List employment and volunteer activities, which may relate to service on committee/commissions:
- Past Board member: Seaside Museum & Historical Society
- Marketing consultant
- Business Manager

List skills and special knowledge that you may have acquired from these activities:
- Public Relations (Market perception & communications)
- Project management (general business & Budgets)
- Commercial Driver (experience of Roads & Traffic laws)

Have you ever been convicted, pled guilty or pled "no contest" to any crime, offense, or major traffic violation? Yes ( ) No (X) If yes, what offense?

When? Please explain:

Please list 3 references including an employer or supervisor, and people that have known you for at least 2 years. **(No City Council Members, Please)**

NAME	RELATIONSHIP	ADDRESS	PHONE
Steve Dillard	Supervisor / Client	CA	559 - 936 - 3200
Dawn Dunkle	Business Associate	Portland	503 - 598 - 1085
Amy Veil	Business Associate	Portland	503 - 805 - 6961

I authorize, any person or entity contacted by the City of Seaside to furnish information relating to my appointment to the Commission/Committee/Board indicated above and I release any such person or entity from any and all liability for furnishing such information. I also release the City of Seaside from any and all liability for conducting such an investigation.

DATE 12/17/11 SIGNATURE

Please Note: It is Council policy that applicants must be a city or urban growth boundary resident, business owner or employee of a business for at least one year, depending on committee/commission residency requirements.

CITY OF SEASIDE

Interest Form for Committee/Commission/Board Vacancies

PLEASE RETURN TO CITY HALL BY: January 4, 2012

NAME Perkel (Last) Robert (First) PHONE 503/830-7991

ADDRESS 2039 Huckleberry Drive, Seaside, OR 97138

LENGTH OF TIME IN SEASIDE 8 years

ARE YOU A REGISTERED VOTER IN SEASIDE: Yes ☒ No ☐

OCCUPATION Retired

PAST OCCUPATIONS 30 yrs - Oregon State Employment Dept. Job Service Rep - Last Position Held

List committee/commissions you are currently appointed to: N/A

List committee/commissions on which you would like to serve: Transportation Advisory Commission

List fields in which you have interest or ability: Transportation issues with the City of Seaside

List employment and volunteer activities, which may relate to service on committee/commissions:

List skills and special knowledge that you may have acquired from these activities: I like to work with people, have good organizational skills.

Have you ever been convicted, pled guilty or pled "no contest" to any crime, offense, or major traffic violation? Yes ( ) No (X) If yes, what offense?

When? Please explain:

Please list 3 references including an employer or supervisor, and people that have known you for at least 2 years. **(No City Council Members, Please)**

NAME	RELATIONSHIP	ADDRESS	PHONE
Bill Carpenter	Friend (less than 2 yrs)		
John Morris	Friend		503-440-0381
Jack Greenwood	Friend + neighbor		503-440-759[illegible]
Dennis Brodigan	Friend		503-338-877[illegible]

I authorize, any person or entity contacted by the City of Seaside to furnish information relating to my appointment to the Commission/Committee/Board indicated above and I release any such person or entity from any and all liability for furnishing such information. I also release the City of Seaside from any and all liability for conducting such an investigation.

DATE 1/5/11 SIGNATURE Robert E. Perkel

CITY of SEASIDE

OREGON'S
FAMOUS
ALL-YEAR
RESORT

989 BROADWAY
SEASIDE, OREGON 97138
(503) 738-5511

TRANSPORTATION ADVISORY COMMISSION

Term of Office: 4 years
Number of Members: 7

Chairperson*
Vice Chairperson**
Secretary***

NAME	ADDRESS	PHONE	TERM EXP.

RESOLUTION #3756

A RESOLUTION ADOPTING AND APPROPRIATING A BUDGET INCREASE FOR GRANTS RECEIVED IN PUBLIC SAFETY AND ADJUSTING THE 2011 - 2012 CITY OF SEASIDE WATER BUDGET

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside hereby adopts the following budget increase for 2011-2012; and

BE IT FURTHER RESOLVED that the amounts for the fiscal year beginning July 1, 2011, and for the purpose shown below are hereby adjusted and apporpriated as follows:

Public Safety
Resources

	Present	Changes	New
Beginning Fund Balance	$ 49,961	$ -	$ 49,961
Transfer - Room Tax	379,480	0	379,480
Transfer - General Fund	2,910,463	0	2,910,463
Tax Levy	69,963	0	69,963
Est Taxes Not Rec'd	(5,597)	0	(5,597)
Delinquent Taxes	2,600	0	2,600
Tax Offsets	125	0	125
Interest On Investments	1,500	0	1,500
Interest On Tax Receipts	425	0	425
Public Safety Fee	116,000	0	116,000
Dog Licenses	1,300	0	1,300
Lifeguards	15,000	0	15,000
Liquor Tax	87,600	0	87,600
State Revenue Sharing	78,000	0	78,000
COPS Grant	0	36,400	36,400
Police Grants	35,000	0	35,000
State Radio Project Grant	0	35,259	35,259
Rural Fire Protection	30,000	0	30,000
Dispatch Service	77,806	0	77,806
Fines & Forfeitures	185,000	0	185,000
Parking Tickets	8,000	0	8,000
False Alarms	750	0	750
Insurance Reimbursement	4,000	0	4,000
Rental/Sale City Property	21,390	0	21,390
Miscellaneous - Police	25,000	0	25,000
Miscellaneous	4,034	0	4,034
Donations	1,000	0	1,000
Total	$ 4,098,800	$ 71,659	$ 4,170,459

Public Safety
Requirements

	Present	Changes	New
Municipal Court	$ 172,809	$ -	$ 172,809
Police	2,991,750	71,659	3,063,409
Lifeguards	31,452	0	31,452
Fire	526,282	0	526,282
Non - Departmental	1,000	0	1,000
Interfund Transfers	325,338	0	325,338
Contingency	25,000	0	25,000
Ending Fund Balance	25,169	0	25,169
Total	$ 4,098,800	$ 71,659	$ 4,170,459

The City of Seaside was awarded two grants, a COPS Grant to fund an additional patrol officer and a grant from the State of Oregon to fund an antenna improvement. Both are being paid for through the Police Department budget.

Water Resources

	Present	Changes	New
Beginning Fund Balance	$ 677,120	$ -	$ 677,120
Interest On Investments	2,000	0	2,000
Gross Water Sales	1,805,543	0	1,805,543
Tap & Meter Set	17,000	0	17,000
On & Off	40,000	0	40,000
Insurance Reimbursement	6,678	0	6,678
Miscellaneous	2,999	0	2,999
Total	$ 2,551,340	$ -	$ 2,551,340

Water Requirements

	Present	Changes	New
Personal Services	$ 621,753	$ 13,406	$ 635,159
Materials and Services	462,356	(13,406)	448,950
Capital Outlay	160,000	0	160,000
Debt Service	304,360	0	304,360
Interfund Transfers	258,871	0	258,871
Contingency	100,000	0	100,000
Ending Fund Balance	644,000	0	644,000
Total	$ 2,551,340	$ -	$ 2,551,340

The purpose of this adjustment is to allow for increased costs associated with utility workers.

Passed by the City Council of Seaside on this ___ day of _____, 2012.

Submitted to the Mayor and **Approved** by the Mayor on this ___ day of _____, 2012.

_____
DON LARSON, MAYOR

ATTEST:

_____
Mark J. Winstanley, City Manager

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF SEASIDE, SEASIDE SCHOOL DISTRICT #10, AND SUNSET EMPIRE PARK & RECREATION DISTRICT

This Agreement made and entered into this ___ day of _____, 2012 by and between the City of Seaside, an Oregon municipal corporation, hereafter referred to as "CITY", Seaside School District #10, hereafter referred to as "SCHOOL DISTRICT", and Sunset Empire Park & Recreation District, an Oregon Special District formed under ORS 266, hereafter referred to as "PARK DISTRICT";

WHEREAS, by the authority granted in ORS 190.010, units of local government may enter into agreements with other units of local government for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform, and,

WHEREAS, CITY is a full-service municipal corporation which owns and operates a City Park known as Broadway Park, which contains Playing Fields that will be surfaced as an artificial surface sports playing field, which will hereafter be referred to as Playing Fields, and

WHEREAS, the PARK DISTRICT is a single-purpose special District organized under ORS 266 for the purpose of providing parks and recreational opportunities to the citizens of the CITY and DISTRICT,

WHEREAS, SCHOOL DISTRICT currently has an IGA with CITY to use field,

WHEREAS, DISTRICT facilities adjoin Broadway Park, and PARK DISTRICT has funding to contribute to enhancing restoration of the Playing Fields, and,

WHEREAS, CITY and SCHOOL wish to have DISTRICT manage the Playing Fields, and

WHEREAS CITY and SCHOOL DISTRICT believe this intergovernmental agreement will enhance efficient operation of the Playing Fields and promote greater user opportunities on better facilities, for the benefit of all citizens of the CITY, PARK DISTRICT, and SCHOOL DISTRICT.

NOW, THEREFORE, IN CONSIDERATION of the covenants and agreements hereinafter set forth, it is mutually agreed as follows:

SECTION 1. CITY RESPONSIBILITIES

1.1 The City, as owner of the land and facilities will develop a development budget and oversee the restoration of the Playing Fields. The project will create a multi-use artificial turf playing field with fencing.

1.2 **Associated Costs**. City's investment shall not support operation costs associated with spectator seating, sound systems, score boards, ticket booths, and concession stands.

1.3 The City will prepare a Business Plan with Park District and School District that will identify anticipated costs of operation and propose sources of income that can be generated to help cover the anticipated costs of operation, i.e. scheduling, maintenance and replacement and associated costs.

1.4 The City, as owner of the land and improvements, will be the agent to handle the warranties, any guarantees and any insurance claims due to any failure of products or workmanship of the artificial turf. Expectations for appropriate maintenance will be determined by City ,Park District, manufacturer, installer and School District.

1.5 The City will continue to provide leadership to develop Broadway Park as per the Park Master Plan. The City will work with the Park District, School District, and other community partners to write grants and do fundraisers to help complete the plan.

1.6 The Park District will establish a separate Field Replacement Fund to receive money from community partners, grants, concessions, and a portion after expenses of the user fees to help replace the fields after their life expectancy of 8-10 yrs. Annual report will be provided. If vandalism occurs, the City will handle insurance claims and respond in a timely manner to insure continued use of the facilities.

1.7 The City will be responsible for the garbage service, restroom maintenance and general maintenance of the entire park (with the exception of the Skate Park, Community Garden, Playing Field).

1.8 The City shall name Park District and School District as an additional insured in its liability insurance policy.

1.9 City will pay, from the Field Replacement Fund all the related cost for equipment repair and maintenance, excluding maintenance staff salaries and overhead.

SECTION 2. SCHOOL DISTRICT RESPONSIBILITIES

2.1 School District will provide a written field schedule to the Park District no later than August 1, November 1, and February 1. Any changes will have to be approved by Park District.

2.2 Although the Park District will provide field maintenance for regularly scheduled use. For usage outside of scheduled field use, School District will either provide maintenance by trained staff, or pay Park District for field maintenance.

2.3. The School District will turn over to the Park District the scoreboards, spectator seating (not to include the seven sets of existing portable bleaches), press box, and football and soccer field equipment (list included).

2.4 School District will pay $200,000 for field costs, and contribute in-kind services, both during the community construction project and for on-going use.

2.5 School District shall name Park District and City as an additional insured on its liability insurance policy.

SECTION 3. PARK DISTRICT RESPONSIBILITIES

3.1 The Park District will pay $200,000 and will contribute in-kind services during the community construction project and for on-going use.

3.2 The Park District will oversee the development of an operational manual between the City, Park District, School District and community use, for the fees, maintenance and operation of the Playing Fields.

3.3 Park District will be responsible for scheduling Playing Field use and setting and collecting user fees pursuant to a mutually acceptable schedule. The first priority will be given to the Seaside School District's use for physical education, recess and school sports, then Park District use, followed by youth non-profits, and finally general community use.

3.4 **Use of Multi-Purpose Artificial Surface Playing Fields.**

(1) The Artificial Surface Playing Field Use Matrix included as Exhibit A shall govern use by Park District, and School District of the artificial surface field. For the purposes of the Artificial Surface Field Use Matrix), and only for the purpose, "Park District" includes events sponsored by Park and Recreation District as well as by other non-Park District entities. Times reserved for the School District, but not used by the School District, will be made available to Park District. "School District" includes events sponsored by Seaside School District. Changes in policy that relate to the use of the artificial surface playing field will require the review and approval of the City, Park District, and School District.

(2) The Artificial Surface Playing Field Use Matrix included in as an Exhibit A was developed using existing Park District, and School District schedules as a model. City, Park District, and School District reserve the right to renegotiate the actual times of Park District, School District, and City use if there are changes in these requirements. The intent of the parties is to maintain a distribution of time reserved for the School District and for Park District substantially the same as in Exhibit A. Changes to these times other than on an exceptional basis, will be in writing, reviewed, and approved by both School District and Park District. Short-term exceptions may occur without City and Park District approval provided they are mutually acceptable to the Park District's General Manager and School District's Superintendent. Such exceptions will be confirmed in writing by both parties.

3.5 **Change in Policies Governing Usage.** Any proposed change to usage or policies governing usage other than scheduling will require approval by City, Park District, and School District.

3.6 **Ancillary Facilities.** Field lighting, sound system, scoreboard, bleachers, restrooms, ticket booth, non-exclusive use of parking lots, and storage for youth sports field equipment will be made available to City, Park District, and School District while using the fields.

3.7 **Site Supervision, Clean Up and Security During Events**. Responsibility for site supervision, site clean up, and security during events will be Park District's during its time of use, and School District's during its time of use. (as described in the Operational Handbook)

3.8 **Concessions:** Park District will be in charge of managing and collecting the revenue and paying expenses, including salaries for field maintenance, scheduling, and concessions operation. The revenue collected and expenditures will be made available to the City, Park District, and School district in annual report. If the Park District chooses not to provide food services at an event, the Park District will hire other concessionaires as needed. All profit after payment of expenses will be delivered to City and deposited in the Field Maintenance Fund. No alcohol will be sold by District or concessionaires.

3.9 The Park District shall name the City and School District as an additional insured on its liability insurance policy.

SECTION 4. MAINTENANCE AGREEMENT

City, Park District, and School District share the goal of having as high a standard of maintenance as is affordable and practicable. Maintenance will be performed as follows:

4.1 Park District will provide routine maintenance. City will repair artificial surface field to manufacturers recommended standards. City will provide custodial service for trash containers on a year-round basis and for permanent restrooms. Park District will be responsible for the costs of providing field maintenance only. City will provide space for the equipment to maintain the field.

4.2 City and Park District are responsible for litter control daily. City will provide custodial service for permanent restrooms. City will be responsible for the costs of providing this litter and custodial service. Park District may choose to install a portable restroom at artificial surface field at its own expense.

4.3 Park District will be responsible for field lighting electrical costs when lights are installed.

SECTION 5. FIELD SURFACE REPLACEMENT

The cost to replace the artificial surface field or sections of the field, as needed, will be paid from the Field Replacement Fund. Costs in excess of monies available in the Fund will be equally split between City, Park District and School. There will be a jointly conducted annual inspection and report filed with City, Park District, and School District describing the existing conditions, need for immediate remedial action, projection of remaining useful life, and other relevant information concerning condition of the field.

SECTION 6. FIELD NAMES

The City, Park District, and School District will agree on a process for naming rights of the artificial field.

SECTION 7. SPONSORSHIP AND ADVERTISING

City reserves the right to determine sponsorships, advertising related to the artificial surface playing field after consultation with Park District and School District. There can be no advertising that is contrary to the OSAA or NFHS rules. Park District and School District may authorize the temporary placement of signs associated with events provided signs are removed at the end of the event and do not cause damage to facilities. Signs are to fit on the chain link no longer than 3' x 6'. Permanent signs must meet the approval of City, Park District, and School District and will be on an individual basis.

SECTION 8. SPECIAL CONCERNS

8.1 **Campus Security.** City, Park District, and School District recognize and support modest and safe use of artificial surface playing field by neighbors and the community during the instructional day as long as the use does not disrupt the operation of school or the instructional program. City, Park District, and School District agree to the following:

A. City, Park District, or School District may restrict access to the field in the event that emergency conditions endanger public safety.

B. The artificial surface playing field will be posted with signs informing the public that the area is a school ground during certain hours and that public access is welcome, but may be restricted without prior notice for security or, while school is in session, for instructional reasons.

8.2 **Dogs.** Except for service animals, dogs will not be permitted on the artificial surface field.

8.3 **Parking During the Instructional Day.** Members of the community arriving by car to use the facilities during days school is in session may not park in the school parking lots.

8.4 Posted signs will identify the appropriate use of the field. To use the field, please contact Sunset Empire Park and Recreation District for field permit process at Sunset Pool lobby or www.sunsetempire.com.

SECTION 9. TERM.

9.1 **Original Term.** This Agreement shall commence _____ and will terminate December 31, 2051. Unless any party to this Agreement notifies the others, in writing, of its intent not to renew, this Agreement shall renew for one additional 40 year term.

9.2 **Amendment and Agreement Review**. City, Park District, and School District shall jointly review this Agreement after three (3) years and at least once every five (5) years thereafter. It may be modified at any time by written agreement of all parties.

SECTION 10. MISCELLANEOUS.

10.1 All notices and communications in connection with this IGA shall be given in writing and shall be transmitted by personal delivery or certified or registered mail, return receipt requested, to the following:

For notices to the City, to:
City Manager
City of Seaside
Seaside, OR 97138

For notices to the Park District, to:
General Manager
Sunset Empire Park and Recreation District

For notices to the School District, to:
Superintendent
Seaside School District

10.3 This IGA shall be construed, interpreted and enforced in accordance with the laws of the State of Oregon and without regard to conflict of law principles.

10.4 In the event that a dispute arises under or related to the terms of this IGA including, but not limited to, its enforcement or interpretation, the Parties agree to meet and confer to resolve the dispute through the City Manager and the General Manager of the Park District and the School District Superintendent prior to

the initiation of litigation. Any action or proceeding to enforce the provisions of this IGA, or based on any right arising out of this IGA, shall be brought in Clatsop County Circuit Court in the State of Oregon, or, subject to applicable jurisdictional requirements, in the United States District Court for the District of Oregon, and each of the Parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to such venue. The prevailing Party in such an action or proceeding, or appeal of the same shall be entitled to an award of such Party's reasonable attorney fees and costs incurred in preparation, prosecution or defense of such action or proceeding.

10.5 The Parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this IGA.

10.6 This IGA contains all the terms and conditions agreed upon by the Parties. No oral or written agreement either before or contemporaneous with the execution of this IGA shall affect or modify any of the terms or obligations contained herein.

10.7 If any provision of this IGA is deemed invalid or unenforceable, the balance of this IGA shall remain in full force and effect.

10.8 Any modification or amendment of this IGA shall be binding only if evidenced in writing and signed by each Party or an authorized representative of each Party.

IN WITNESS WHEREOF, CITY has caused this Agreement to be executed by the Mayor and City Manager, and DISTRICT has caused this Agreement to be executed by the Chairman and General Manager and School District has caused this agreement to be executed by the Chairman and Superintendent.

City Manager Signature	Date
School District Superintendent Signature	Date
Park District General Manager Signature	Date

Appendix Artificial Surface Playing Field Use Matrix – Exhibit A
Operational Manual Exhibit

EXHIBIT A

	SCHOOL DISTRICT
	PARK DISTRICT

Artificial Surface Playing Field Use Matrix

TIME	Morning	Noon	Afternoon	Evening

SCHOOL YEAR

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
	7 AM – 6 PM						
SCHOOL DISTRICT							
PARK DISTRICT	6 PM – 11 PM						

SUMMER

	8:00-9:00	9:00-10:00	10:00-11:00	11:00-12:00	12:00-1:00	1:00-2:00	2:00-3:00	3:00-4:00	4:00-5:00	5:00-5:30	5:30-6:00	6:00-7:00	7:00-8:00	8:00-9:00	9:00-10:00	10:00-10:30
Monday																
Tuesday																
Wednesday																
Thursday																
Friday																
Saturday																
Sunday																

"School Year" is defined as the time when classes are in session, usually from early September through the second week of June, inclusive of holidays and winter and spring breaks.
Park District use times may be adjusted to start later or stop earlier as determined based on School District requests.
EXCEPTIONS TO ALLOW FOR USE OF COMMUNITY TIME BY DISTRICT.

Summer

Everyday: None

It is understood that exceptional circumstances may lead to an increase in School District led use. For instance, selection of the field for high school playoff or championship football or soccer games. School will make every effort to notify Park District as soon as possible regarding these occurrences.

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MEMO

January 9, 2012

From: Neal Wallace
To: The Honorable Mayor and City Council
Re: City of Gearhart Water Use Agreement

The City of Gearhart holds groundwater rights in the Clatsop Plains Basin to supply raw water to their new treatment plant. Initially the maximum well capacity will be limited seasonally to ensure that the well field does not impact the surface water level of Neacoxie Creek. It is anticipated that the well field will not have a negative impact on the Neacoxie and that pumping rates will be increased in future years.

In the meantime, Oregon Water Resources Department is requiring Gearhart to have a backup source of water to provide the expected shortfall between July 1st and October 31st. The projected maximum shortfall per month is:

July	6.7 million gallons
August	9.7 million gallons
September	7.0 million gallons
October	5.8 million gallons

During August, the shortfall based on peak daily demand would be approximately 300,000 gallons per day. The City of Seaside is able to provide this water to the City of Gearhart based on normal water levels in the Necanicum. It is acknowledged that the agreement is based on the City's ability to provide the water. The rate of $2.51 per 100 cubic feet has been agreed to by both cities.

AGREEMENT FOR PEAKING AND EMERGENCY WATER SUPPLY

THIS AGREEMENT ("Agreement") for Peaking and Emergency Water Supply is dated effective this ___ day of _____, 2012, between the CITY OF GEARHART ("Gearhart") and the CITY OF SEASIDE ("Seaside"), sometimes collectively referred to as the "parties" or to any one singly as a "party."

RECITALS

A. Seaside is a municipality adjacent to Gearhart and operates its own, independent water system (the "Seaside System").

B. Gearhart has recently obtained a permit from the Oregon Water Resources Department for the development of a well field to supply its citizens with water when the well field becomes fully operational (the "Gearhart System").

C. After Gearhart System becomes fully operational, there is the possibility that Gearhart may need access to additional sources of water in the peak demand months from July through the end of October, or in the event limitations on its groundwater supply, for whatever reasons, require supplemental source augmentation.

D. Seaside has agreed to provide a peaking surplus water supply to Gearhart, subject to the terms and conditions of this Agreement, to help Gearhart meet the potential water supply needs of its customers during periods of peak water usage, and for emergencies.

E. This Agreement is intended to provide the framework for a long-term supplemental water supply for Gearhart for its peaking and emergency needs, subject to the availability of water from the Seaside system.

AGREEMENT

In consideration of their mutual covenants, the payment for the water provided for herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, Seaside and Gearhart agree to the following:

1. **Definitions**. The following definitions will apply to this Agreement:

   1.1 Available Water. The quantity of water from the Seaside System, determined by Seaside, which at any given time is in excess of the amount of water then needed by the citizens of Seaside.

   1.2 Connection. The point, shown in Exhibit A attached hereto and made a part hereof, where Gearhart's pipe connects or may connect with the Seaside System.

1.3 Effective Date. The date on which the last signatory of this Agreement has executed and delivered this Agreement.

1.4 Effective Date for Water Delivery. The date, commencing on the Gearhart System Start Date, on which this Agreement becomes effective for the delivery of water, under Sections 2 through 11hereunder.

1.5 Emergency Need. A condition, determined by Gearhart, when the public welfare of the citizens of Gearhart requires access to Seaside Supplemental Source due to a Gearhart System Limitation occurring outside the peaking period.

1.6 Force Majeure. Any cause beyond a party's control and without its fault or negligence. Such causes may include, but are not necessarily limited to, acts of God or the public enemy, acts of the federal, state, or local governments (other than the party in question), fires, floods, epidemics, volcanic eruptions, quarantine restriction, strikes, freight embargoes, and unusually severe weather or emergency that causes interruption of supply. An event of Force Majeure shall be limited to the time during which such event occurs.

1.7 Gearhart Request for service. A written notice from Gearhart to Seaside, pursuant to a reasonable protocol to be established between them, that states Gearhart's need for Available Water during the Peaking Period or during a time of Emergency Need, and estimating the approximate quantity and duration of need for Available Water.

1.8 Gearhart System. The groundwater supply being developed by Gearhart pursuant to Oregon Water Resources Department Permit G-16390 issued to Gearhart, and its related infrastructure.

1.9 Gearhart System Start Date. The date, determined by Gearhart, on which Gearhart notifies Seaside in writing that the Gearhart System is fully operational and capable of supplying all or substantially all of the water needs of the citizens

1.10 Gearhart System Limitation. A limitation due to any cause on the ability of the Gearhart System to supply all water required at any given time by the citizens of Gearhart.

1.11 Master Meter. A water meter at or near the connection to be installed by Gearhart.

1.12 Peaking Period. July 1st through October 31st of each year, during the term of this Agreement.

1.13 Seaside Supplemental Source. Water from Seaside System.

1.14 Seaside System. Seaside's existing water supply system and related infrastructure.

1.15 Seaside System Limitation. A limitation due to any cause on the ability of the Seaside System to supply all water required at any given time by the citizens of Seaside.

2. **Seaside's Obligation to Supply Water**. Pursuant to a Gearhart Request for Services, and except during a Seaside System Limitation, Seaside shall furnish an uninterrupted supply of Available Water to Gearhart at the rate provided below during the Peaking Period and at other times during an Emergency Need.

3. **Gearhart's Right to Withdraw Water from Seaside System**. Gearhart may withdraw Available Water supplied by Seaside under this Agreement at the Connection, which shall remain in place.

4. **Rates**. Available Water supplied to Gearhart under this Agreement shall be sold at the in-City rates as set forth in Seaside's Resolution No.___ and Gearhart's Resolution No. _____, and as such rates may be revised by revised by mutual agreement of Seaside and Gearhart from time to time.

5. **Measurement of Water Use**. The Connection will be equipped with a Master Meter to be installed by Gearhart at its cost prior to the Effective Date for Water Delivery. The Master Meter will be used to measure the volume of Available Water sold by Seaside to Gearhart. Seaside shall read the Master Meter each month for the purpose of computing its bill to Gearhart. Seaside shall notify Gearhart not less than twenty four hours before a meter reading. Representatives of Gearhart may be present at the meter readings.

5.1 **Failure of the Master Meter**. If the Master Meter at any time fails to accurately measure the water passage through though it, the charge for water used during the time the Master Meter is out of order shall be based upon the average consumption as shown by the Master Meter when in proper operating condition during a comparable period of service.

5.2 **Meter Records**. Seaside shall freely share all of Seaside's Master Meter measurement records with Gearhart upon Gearhart's request for same.

6. **Billing for Water**. Seaside shall bill Gearhart on a monthly basis based exclusively on the meter readings of the quantity of water used by Gearhart during the previous month times the applicable Seaside rate per unity quantity for such water set forth in this Agreement.

7. **Payment for Water**. Gearhart shall pay Seaside for all water passing through Seaside's transmission lines and measured at the Master Meter. Gearhart shall pay for the water received within thirty (30) days of receiving Seaside's bill.

8. **Maintenance of Master Meters**. Gearhart shall keep the Master Meter in continued good repair and shall test and calibrate the Master Meter annually. The cost of maintaining, testing, and calibrating the Master Meter is the responsibility of Gearhart.

9. **Other Maintenance**. The parties shall be responsible for maintaining and repairing their own respective water supply and distribution systems and shall not have any responsibility or liability to the other for same.

10. **Other Costs**. All costs incurred with respect to performance under this Agreement shall be paid by the party that incurred the cost, unless otherwise agreed by both parties in writing.

11. **Limitation of Liability**. Neither party shall be deemed responsible or liable to the other on account of either a Gearhart System Limitation or a Seaside System Limitation. Seaside shall not be liable for Seaside's failure to supply Available Water to Gearhart under this Agreement due to an event of Force Majeure.

12. **Laws**. Both parties shall comply with all ordinances, rules, and regulations of the other governing use of water.

13. **Assignment**. Neither party shall assign this Agreement, in whole or in part, or any other right or obligation under this Agreement, without the prior written approval of the other.

14. **Breach of Agreement**.

    14.1 Definition of Breach: A party shall breach this Agreement if it fails to perform any substantial obligation under this Agreement. A party shall not breach this agreement, however, if its failure to perform a substantial obligation under the Agreement is caused by an event of Force Majeure.

    14.2 Remedies for Breach.

        14.2.1 In the event of a breach of this Agreement by one party, the other party shall be entitled to any remedies that are available to it at law or in equity, provided it first gives notice and opportunity to cure to the other party as specified below.

14.2.2 Without limitation to the foregoing, the non-breaching party shall be entitled to termination of this Agreement provided the procedures set forth in Section 15.2 are followed.

14.3 Notification. The party alleging a breach of this Agreement shall give the other party written notice of the breach, specifying the nature of the alleged breach.

14.4 Opportunity to Cure. The breach shall give rise to the remedies for breach in this Agreement unless the following occurs:

14.4.1 The party receiving the notice has entirely cured the breach within 10 days of receipt of the notice, and so notifies the other part in writing within the 10 day period; or,

14.4.2 If cure within the l 0 day period is not reasonably possible, the party against whom the breach is alleged has taken the following actions within the l0 day period:

14.4.2.1 Initiated such cure;

14.4.2.2 Notified the other party in writing of its intent to pursue such cure in good faith and with due diligence until the breach is entirely cured;

14.4.2.3 Has in such notice specified a reasonable completion date for completion such cure; and,

14'4'2.4 Has completed cure within the completion date specified in the above notice.

14.5 Non-Waiver: Neither party shall be deemed to have waived any breach of this Agreement by the other except by an express waiver in writing. Any express written waiver as to one breach shall not be deemed in a waiver of any other breach not expressly identified, even though the other breach may be of the same nature that waived

15. **Early Termination.**

15.1 Mutual Agreement. The parties may terminate this Agreement at any time by mutual written agreement.

15.2 For Breach of Agreement. Either party may terminate this Agreement in the event of a breach of the Agreement by the other which remains uncured after following the procedures set forth in Section 14 of this Agreement.

16. **Arbitration.**

16.1 Arbitration of Disputes. Any dispute over an interpretation of this Agreement and which is not settled by mutual agreement of the parties within 60 days of notification in writing by either party shall be submitted to an arbitrator mutually agreed upon by the parties. If the parties cannot agree on an arbitrator within 10 days after the expiration of the 60-day period, then the arbitrator shall be appointed as soon as practicable by _____ of the Clatsop County Circuit court. The arbitrator shall be selected within 30 days from the expiration of the 60-day period following notification of the dispute. The arbitration shall be as speedy as is reasonably possible. The arbitrator shall render a decision within 45 days of the arbitrator's first meeting with the parties. Insofar as they legally may be bound, the parties agree to be bound by the decision of the arbitrator. The parties shall each pay one half of the arbitrator's compensation and shall bear their own costs and attorney's fees.

16.2 Continued Performance Pending Dispute Resolution. Notwithstanding the existence of any dispute over the interpretation of this Agreement, whether or not the same is in arbitration, both parties shall continue to perform their obligations under this Agreement pending resolution of the dispute.

16.3 Exclusion for Arbitration. Notwithstanding the foregoing provisions of this Section 16, a breach of this Agreement under Section 14 shall not be deemed a "dispute", subject to arbitration, No party currently in breach of this Agreement may demand arbitration.

17. **Notices**. Any notice under this Agreement must be in writing, and shall be sufficient as notice if (a) delivered personally to the following addressee; or (b) if deposited in the United States Mail, postage prepaid certified mail, return receipt requested, addressed as provided below; (c) sent via fax to the number provided below; or (d) sent vial email to the email to the email address provided below;

or in all such cases to such other address/fax/number/email address as the receiving party hereafter shall specify by written notice. Notification is deemed effective upon date of delivery if by delivery, on the date of transmission if by email or fax, and upon receipt if by U.S. Mail. Addressees are stated below, and are valid unless changed by written notice to the other party:

If to Seaside:

Mark J. Winstanley
989 Broadway, Seaside, Oregon 97138
Phone - (503) 738-5511
Fax – (503) 738-5514
mwinstanley@cityofseaside.us

If to Gearhart:

Chad Sweet
698 Pacific Way (PO Box 2510) Gearhart, Oregon, 97138
Phone – (503) 738-5501
Fax – (503) 738-9385
citymgr@ci.gearhart.or.us

18. **Representations and Warranties**. Neither party makes any representations or warranties under or related to this Agreement.

19. **Effective Date and Term**. The Effective Date of this Agreement shall be the date of execution and delivery of the Agreement by the last of the parties to sign this Agreement, as indicated in the signature block at the end of the Agreement. The Effective Date shall be filled in on the first page of this Agreement. The Effective Date for Water Delivery shall be as defined in Section I of this Agreement.

20. **Term**. The term of this Agreement shall be ten (10) years from the Effective Date for Water Delivery unless terminated or amended in accordance with the provisions of this Agreement.

21. **Amendments**. The parties may amend or supplement this Agreement only by written agreement between them.

22. **Entire Agreement**. This Agreement is the entire agreement of the parties on the subject matter hereof.

23. **No Third-Party Beneficiaries**. No third-party beneficiaries are intended by this agreement, No persons other than the parties hereto may enforce this Agreement.

24. **Governing Law**. This Agreement shall be governed and construed under the laws of the State of Oregon.

IN WITNESS WHEREOF, the parties have executed this Agreement on the respective dates provided below after signature.

CITY OF GEARHART
By: _____

Print name: _____

Date: _____

CITY OF SEASIDE
By: _____

Print name: _____

Date: _____

MEMO

January 9, 2012

From: Neal Wallace
To: The Honorable Mayor and City Council
Re: Outfall Improvement Project

Bergerson Construction has completed their work on the waste water outfall project. The original contract amount was $792,750.00. During the course of the project there were seven change orders generated that included concrete repairs to the chlorine contact basin and other structures, a stainless steel catwalk around the reconstructed basin, storm water repair and replacement, additional work on the floating diffuser, and modifications to the original tie-in design. These changes totaled $101,512.12 for a total contract of $894,262.12. The retainage held for this project is $44,713.11.

Bergerson issued their letter of substantial completion on December 1st and has used that date to start the one year warranty on their work. The outfall has been on line and functioning properly since prior to December 1st. Staff recommends accepting the outfall project and warranty and releasing the retainage of $44,713.11 to Bergerson Construction.

MEMO

January 9, 2012

From: Neal Wallace
To: The Honorable Mayor and City Council
Re: Seaside Airport 2011 Improvement Project

Clean Sweep Maintenance, Inc. was awarded the bid for this year's Airport Improvement Project. The work included installation of new fence along the north and west sides of the apron (near Bayview Transit Mix), a new automatic security vehicle gate, and a substantial amount of storm water system construction and repair. The bid included a base bid for storm water and fence, bid alternate 1 for the automatic gate, and bid alternate 2 for additional storm water work. Because Clean Sweep's bid was so competitive, we were able to proceed with both bid alternates. The contract prices are as follows:

Original Base Bid	$80,172.00
Bid Alternate 1	$16,650.00
Bid Alternate 2	$47,570.00
Change Orders	$7,300.00
Total Contract Price	$151,692.00

All of the work from bid alternate 2 plus a small amount of the base bid work has been put off until spring due to the high water conditions at the airport. The total value of work completed is $100,762.50. We anticipate completing this work in April or May. The contractor has been paid $25,470.93 to date. The total work to be paid would have a retainage value of $5,038.13 which leaves a balance due to the contractor of $75,291.57. The work completed has been satisfactory and the contractor should not have to wait four months for retainage. Staff recommends releasing the retainage and final payment of $75,291.57 to Clean Sweep.