

**AGENDA SEASIDE CITY COUNCIL MEETING
JANUARY 23, 2012 7:00 PM**

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. APPROVAL OF AGENDA
5. COMMENTS – PUBLIC
6. DECLARATION OF POTENTIAL CONFLICT OF INTEREST
7. CONSENT AGENDA
 - a) PAYMENT OF THE BILLS - \$317,125.76
 - b) APPROVAL OF MINUTES – JANUARY 9, 2011 REGULAR MINUTES
8. UNFINISHED BUSINESS:
 - a) VACANCY - CITY TREE BOARD
BUDGET COMMITTEE
CONVENTION CENTER COMMISSION
TRANSPORTATION ADVISORY COMMISSION
9. NEW BUSINESS:
 - a) INTERGOVERNMENTAL AGREEMENT SITE SPECIFIC SUPPLEMENTAL – TILLAMOOK HEAD COMMUNICATIONS SITE
 - b) ORDINANCE 2012-01 – AN ORDINANCE OF THE CITY OF SEASIDE, OREGON, AMENDING CHAPTER 32 OF THE SEASIDE CODE OF ORDINANCES REGARDING TRANSIENT ROOM TAX
 - OPEN PUBLIC COMMENTS
 - CLOSE PUBLIC COMMENTS
 - COUNCIL COMMENTS
 - MOTION FOR FIRST READING BY TITLE ONLY – ALL IN FAVOR AND OPPOSED
 - MOTION FOR SECOND READING BY TITLE ONLY – ALL IN FAVOR AND OPPOSED
 - c) APPROVAL – CITY OF SEASIDE AUDIT CONTRACT
10. COMMENTS FROM THE COUNCIL
11. COMMENTS FROM THE CITY STAFF
12. 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.

- 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, Jay Barber, Tim Tolan, and Tita Montero.
- Absent: Councilor Dana Phillips.
- 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; Dale Kamrath, Seaside Fire Chief; Nancy McCarthy, Daily Astorian; and Jeremy Ruark, Seaside Signal.
- ELECTION – COUNCIL PRESIDENT** Council President Lyons thanked the Mayor and Council for allowing him to be Council President the last year.
- Motion to elect Councilor Don Johnson as Council President; carried unanimously. (Lyons/Tolan)
- Mayor Larson stated Councilor Lyons had been valuable as Council President and thanked Councilor Lyons for all he had done.
- AGENDA** Motion to approve the January 9, 2012 agenda; carried unanimously. (Lyons/Tolan)
- 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 \$909,737.58; and December 12, 2011, minutes; carried unanimously. (Barber/Lyons)
- VACANCY – CITY TREE BOARD** Mayor Larson stated there was one vacancy on the City Tree Board with no applications received. Mayor Larson asked Council to speak with people to get the vacancies filled and also 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 further stated Council would leave the vacancy open for more applications. .
- VACANCY – BUILDING BOARD OF APPEALS** Mayor Larson stated there were two vacancies on the Building Board of Appeals with two applications received from Ray Romine and David Lehigh. Mayor Larson asked Council what they wished to do.
- Motion to appoint Ray Romine and David Lehigh to serve on the Building Board of Appeals; carried unanimously. (Johnson/Barber)
- The term expiration for Ray Romine and David Lehigh would be December 31, 2014.
- 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.
- Motion to appoint Bruce Francis to serve on the Airport Committee; carried unanimously. (Johnson/Lyons)
- The term expiration for Bruce Francis would be June 30, 2012.
- 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 Montero stated she would like the vacancy to stay open until Councilor Phillips was back.

Councilor Tolan stated Councilor Phillips would be attending the next Council meeting January 23, 2012. Councilor Tolan further stated interviews could be scheduled for the next meeting.

Councilor Montero stated she had the impression that Councilor Phillips wanted to leave the vacancy open to receive more applications.

Mayor Larson asked how long Council should leave the vacancy open.

Councilor Montero stated until the next Council meeting January 23, 2012.

Councilor Tolan stated interviews could still be scheduled.

Mayor Larson stated the applications would need to be closed before interviews were conducted. Mayor Larson stated the vacancy would be left open until January 23, 2012.

**VACANCY –
TRANSPORTATION
ADVISORY COMMISSION**

Mayor Larson stated there were seven vacancies on the Transportation Advisory Commission with eight applications received from Dale McDowell, Bill Carpenter, Kathleen Teeple, Terry Hartill, Russ Earl, John Dunzer, Michael Tucker, and Robert Perkel. Mayor Larson stated Council would leave the vacancy open and accept applications until January 31, 2012.

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

Mark Winstanley, City Manager, explained the resolution was a housekeeping issue as far as the budget was concerned. There were changes being made to the public safety budget in the amount of \$71,659.00. The change was an increase to the budget because of a police officer grant that was received to hire another police officer. The City also received \$35,259.00 from the State Radio Project. These were dollars used to install a new microwave antenna and this was the reimbursement for those dollars spent. Mr. Winstanley further stated the other fund was for the Water Department in which there was an adjustment being made between personnel and materials and services. This was just a category change and was not an increase or decrease in the budget.

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

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

Motion to read Resolution #3756 by title only; carried unanimously. (Tolan/Lyons)

Motion to adopt Resolution #3756; carried unanimously. (Montero/Lyons)

**INTERGOVERNMENTAL
AGREEMENT FOR
BROADWAY FIELD**

Mr. Winstanley stated this was an Intergovernmental Agreement between the City of Seaside, Seaside School District #10, and Sunset Empire Parks and Recreation District. The Intergovernmental Agreement was for the use of Broadway Fields. The City just recently finished installing new artificial turf for the football and baseball fields at Broadway. With that installation there were many people interested in using the fields and the school district for many years had used the fields for football and baseball games. This Intergovernmental Agreement would allow that to take place and in addition the Park and Recreation District would now become managers of those fields and make the arrangements when other people were interested in using the fields. The school district would still have first priority with games but if the Park and Recreation District wanted to run children's programs or other leagues then those events would be scheduled by the district. Mr. Winstanley further stated the Intergovernmental Agreement basically laid out who would be responsible for different aspects of the fields. The Park and Recreation District would manage the fields, the school district would enjoy the priorities onto the fields, and the City of Seaside would continue to maintain.

Councilor Lyons stated there were organizations like the Oregon School Activities Association (OSAA) who sanctioned all athletics in the state of Oregon and in the future when the fields were entirely completed this organization or others may want to rent the field for playoff situations. There was approximately a 1000 to 1500 hundred person stadium that also was being looked at for the future.

Mayor Larson stated the agreement stated that the City of Seaside currently had an Intergovernmental Agreement with the school district so would that be obsolete once this agreement was signed.

Mr. Winstanley stated this Intergovernmental Agreement would supersede the old agreement. Mr. Winstanley further stated the City of Seaside was the first governing body to address the Intergovernmental Agreement. The Seaside School District and Sunset Empire Park and Recreation District would follow.

Mayor Larson asked about page 3 concerning that no alcohol would be sold by District or concessionaries. Could a function be held at Broadway where alcohol would be served?

Mr. Winstanley stated occasionally there were functions at Broadway where fraternal organizations had served beer.

Councilor Montero stated it does not prohibit the sale of alcohol.

Mr. Winstanley stated the agreement did not prohibit the use of alcohol at Broadway by any private organization.

Mayor Larson stated those who worked together on this agreement did a very good job.

Mr. Winstanley stated to the credit of the City of Seaside, Seaside School District #10, and Sunset Empire Park and Recreation District this was a cooperative agreement between three users of the park and the City of Seaside still owned the park.

Motion to approve the Intergovernmental Agreement between the City of Seaside, Seaside School District #10, and Sunset Empire Park and Recreation District for the Broadway Playing Field; carried unanimously. (Lyons/Johnson)

Mayor Larson asked if the draft stamp was on the agreement because it came to Council as a draft.

Mr. Winstanley stated the agreement was a draft as far as Council was concerned. Once the agreement was addressed by the other governing bodies and if there were changes made then the agreement would be brought back to Council for approval with the changes.

WATER AGREEMENT WITH CITY OF GEARHART

Neal Wallace, Public Works Director, stated the City of Gearhart held groundwater rights in the Clatsop Plain Basin to supply raw water to their new treatment plant. Initially the maximum well capacity would be limited seasonally to ensure that the well field did not impact the surface water level of Neacoxie Creek. It was anticipated the well field would not have a negative impact on the Neacoxie and that pumping rates would be increased in future years. Mr. Wallace further stated in the meantime, Oregon Water Resources Department was 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 was July – 6.7 million gallons; August – 9.7 million gallons; September – 7.0 million gallons; and October – 5.8 million gallons. Mr. Wallace further stated during August, the shortfall was based on peak daily demand and would be approximately 300,000 gallons per day. The City of Seaside would be able to provide water to the City of Gearhart based on normal water levels in the Necanicum. The agreement was based on the City's ability to provide the water at a rate of \$2.51 per 100 cubic feet which had been agreed to by both cities.

Mayor Larson stated he did not see Exhibit A which was mentioned on page 1 of the agreement.

Mr. Wallace stated he did not include Exhibit A. The connection point was just off the side of Highway 101 and just north of the City limits. It's the same point the City has had with Gearhart who was the conduit for Warrenton.

Mr. Winstanley stated there was an item on page 6 of the agreement at 16.1 the blank should state the Preceding Judge in Clatsop County Circuit court.

Motion to approve the City of Gearhart water use agreement as amended; carried unanimously. (Barber/Johnson)

BID FINAL – OUTFALL IMPROVE- MENT PROJECT

Mr. Wallace stated Bergerson Construction had completed their work on the Seaside Wastewater 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 the project was \$44,713.11. Mr. Wallace further stated Bergerson Construction issued their letter of substantial completion on December 1, 2011, and had used that date to start the one year warranty on their work. The outfall was online and functioning properly prior to December 1, 2011. Staff recommended accepting the outfall project and warranty and releasing the retainage of \$44,713.11 to Bergerson Construction.

Motion to approve the final for the Outfall Improvement Project and release the retainage with Bergerson Construction in the amount of \$44,713.11; carried unanimously. (Tolan/Lyons)

**BID FINAL –
AIRPORT IMPROVE-
MENT PROJECT**

Mr. Wallace stated Clean Sweep Maintenance, Inc. was awarded the bid for the Airport Improvement Project. The work included installation of a new fence along the north and west sides of the apron (near Bayview Transit Mix), a new automatic security vehicles 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. Mr. Wallace further stated Clean Sweep's bid was so competitive; the City was able to proceed with both bid alternates. The contract process were 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; with a total contract price of \$151,692.00. Mr. Wallace further stated all the work from bid alternate 2 plus a small amount of the base bid work had been put off until spring due to the high water conditions at the airport. The total work completed was \$100,762.50. Staff anticipated the work would be completed in April or May of 2012. The contractor had been paid \$25,470.93 to date. The total work to be paid would have a retainage value of \$5,038.13 which would leave a balance due to the contractor of \$75,291.57. Mr. Wallace further stated the work completed had been satisfactory and the contractor should not have to wait four months for retainage. Staff recommended releasing the retainage and final payment of \$75,291.57 to Clean Sweep.

Mayor Larson stated Bid Alternate 2 would be completed at a later date.

Mr. Wallace stated that was correct Bid Alternate 2 would be completed later.

Motion to approve the final for the Seaside Airport Improvement Project and release the retainage with Clean Sweep Maintenance, Inc. in the amount of \$75,291.57; carried unanimously. (Johnson/Lyons)

Mr. Wallace stated he would like to take the opportunity to introduce Joe Otts, RARE Participant, who was helping out at Public Works and the Planning Department. Mr. Otts came to Seaside through the interview process and had been put on board to help with planning and further refinement of the Necanicum Estuary Natural History Park plan and had also been brought on board to update the Dune Management Program. The Dune Management Program document had not been amended for approximately twenty-five years. Mr. Otts had also been very helpful in the Tsunami Outreach and all the barrels around Public Works had now found homes.

Mayor Larson asked Mr. Wallace to let the audience know what RARE stood for.

Mr. Wallace stated RARE stood for Research Assistant for Rural Environments.

Mayor Larson stated the City was very fortunate to have this young man on staff. Mayor Larson asked if it was for one year at a time.

Mr. Wallace stated Mr. Otts would be with the City for eleven months.

COMMENTS – COUNCIL

Mayor Larson thanked everyone that was part of the staff and Mark's crew for the City. When taking a look at the Council Agenda there had been many items successfully accomplished and Seaside being a small City was doing a lot and everyone should be very proud of the staff that kept Council going.

Councilor Tolan stated many times the public may wonder why Council did not discuss the agenda items more. Council had time before hand to review the information and discuss the items with staff.

Mayor Larson stated Council received their packets five days before the Council meeting which gave time for Council to review and discuss the information.

Councilor Lyons stated the Mayor and each Councilor on their own time would meet with the City Manager to discuss each item on the agenda. Council was exposed to the packet in advance which gave time to discuss the items on the agenda. Councilor Lyons further stated he hoped to have a new Student Representative at the next Council meeting.

Councilor Montero stated she traveled to San Diego for Christmas and was really happy to be back. Councilor Montero further stated she was ill for most of the vacation.

Councilor Barber thanked Mr. Otts who had been a great liaison for the Community Gardens in Seaside in setting up a composting operation. Councilor Barber further stated Council had invested \$1,000.00 in the budget process to Helping Hands which was a non profit organization in Seaside ran by Alan Evans the Executive Director.

Councilor Barber and his wife Jan had the privilege in attending their graduation ceremony Saturday, January 7, 2012. There were six graduates that had completed a year long program on sobriety and working but the most amazing thing was the approximately twenty people who were asked to stand because they had previously went through the program and were now working and living in their own houses or apartments.

Council President Johnson stated earlier this fall he met with Mr. Otts to discuss Visioning and ended up giving Mr. Otts a box of all the visioning information from the last twenty years. Council President Johnson thanked everyone for their support.

COMMENTS – STAFF

Dale Kamrath, Seaside Fire Chief, stated Saturday, January 7, 2012, the Seaside Fire Department had their awards banquet and Mayor Larson attended to give the invocation. At the awards banquet there was an award given to Glen Bard who had given fifty years of service; two thirty years of service awards given to Joe Sopko and Eric Schmidt; and three twenty years of service awards given to Tony Biamont, Mike Smith, and Colin Houston. There were also three annual awards given and the EMS Responder of the year went to Jaime Oxley, Fire Officer of the year was Joey Daniels, and Firefighter of the year was Doug Barker.

Mayor Larson stated the evening was very well done and he thanked Chief Kamrath for the opportunity to attend.

Russ Vandenberg, Convention Center & Visitors Bureau General Manager, stated the Convention Center was open again and he wished everyone a Happy New Year. Mr. Vandenberg further stated there was a Convention Center Commission meeting Wednesday, January 11, 2012. Mr. Vandenberg further stated the new Visitors Bureau Guides had arrived he was very proud of this years addition.

Mayor Larson stated he was out of town for the holidays and the North Coast Family Fellowship Church he attended had approximately nine hundred people who attended the Candlelight Church Service at the Convention Center and the service was absolutely marvelous.

Bob Gross, Seaside Police Chief, stated the officer selected for the police grant was in his second week of the Police Academy. The Police Department was working on developing a strategic plan for the next two to five years.

Councilor Lyons stated he really appreciated the officer that came to the school today and helped with the little boy approximately two to three years old that was found walking on the street. The officer did a great job handling the situation.

Laurie Oxley, Seaside Downtown Development Association, stated right now was committee time and there would be seven or eight committees started. Ms. Oxley thanked the Chamber of Commerce for the gorgeous Christmas tree that was downtown this year.

Mayor Larson stated the tree was very nice.

Chuck Minor, Chamber of Commerce, stated the 28th Annual Barbershop Cabaret was scheduled for Friday, January 20, 2012 and Saturday, January 21, 2012, at the Convention Center. Mr. Minor further stated the Chamber of Commerce received a new project which was finding a home for the food bank in Seaside.

Mayor Larson reminded Mr. Minor about the Mayor's Cup Rugby in February.

Mr. Winstanley stated it was important that he public knew how much time the City Council put into being on the Council. Other then meetings every two weeks there was a great deal of time that Council and the Mayor put in to prepare for a Council meeting and to go over different subjects that come up as far as the City was concerned. The agenda was literally planned out three to five meetings in advance. Sometimes there was not a great deal of discussion at the meetings but there was a great deal of discussion by the time Council actually attended the meeting. Staff was paid to do the work but Council was all volunteer work. Mr. Winstanley further stated on Friday, January 6, 2012, he attended a retirement party for Larry Lehman who was the City of Seaside City Manager at one time. There were four hundred people who attended the retirement party.

ADJOURNMENT

The regular meeting adjourned at 7:47 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

OREGON'S
FAMOUS
ALL-YEAR
RESORT

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

CITY TREE BOARD

Term of Office: 3 years

Number of Members: 5

<u>NAME</u>	<u>ADDRESS</u>	<u>PHONE</u>	<u>TERM EXPIRES</u>
JASON SMITH	1021 7 TH 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 Genesee PHONE 503, 791-1009
Last First
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
Seaside Swim Team Board Natural History Park

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
<u>Mary Blake</u>	<u>Supervisor</u>	<u>1140 BROADWAY</u>	<u>738-3311 ext 103</u>
<u>Mike Marshall</u>	<u>Co Worker</u>	<u>1140 BROADWAY</u>	<u>738-3311 ext 102</u>
<u>Tina Bacon</u>	<u>Co Worker</u>	<u>1140 BROADWAY</u>	<u>738-3311 ext 104</u>

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 Dennis Genesee

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 family and am enjoying every minute of it☺

Thank You for your consideration,

Genesee Dennis



CITY of SEASIDE

OREGON'S
FAMOUS
ALL-YEAR
RESORT

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

BUDGET COMMITTEE

Term of Office: 3 years

Number of Members: 14 (Includes City Council)

<u>NAME</u>	<u>ADDRESS</u>	<u>PHONE</u>	<u>TERM EXPIRES</u>
VACANCY			12/31/2011
VACANCY			12/31/2012
GAYLE SPEAR	50 7 TH 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 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 Kelley PHONE 503/ 913. 3132
Last First
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
Convention Center Committee Planning

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 proficient. 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
<u>Alissa Cumpston</u>	<u>former boss</u>	<u>Portland, OR</u>	<u>503.317.1724</u>
<u>Sarah Altig</u>	<u>Good family friend</u>	<u>Portland, OR</u>	<u>503.701.6469</u>
<u>Melissa Newton</u>	<u>Friend</u>		<u>503.442.0191</u>

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 ROGER PHONE 503/738-5641
Last First
ADDRESS 2481 VENICE BLVD - SEASIDE, OR 97138
LENGTH OF TIME IN SEASIDE 8 YEARS
ARE YOU A REGISTERED VOTER IN SEASIDE: Yes X No
OCCUPATION ARCHITECT/RETIRED
PAST OCCUPATIONS PRINCIPAL @ ARCHITECT FIRMS / PORTLAND+SEATTLE

List committee/commissions you are currently appointed to: PREV. 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 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)

Table with 4 columns: NAME, RELATIONSHIP, ADDRESS, PHONE. Includes references for Warren Anderson, Ed Peters, and Daniel Jesse.

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 [Handwritten 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

<u>NAME</u>	<u>ADDRESS</u>	<u>PHONE</u>	<u>TERM EXPIRES</u>
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 M^eDowell Dale 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
Volleyball, Parks projects Big River Construction

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
<u>Tony Ewing</u>	<u>Employer</u>	<u>1050 Olney Ave</u>	<u>338-0362</u>
<u>Terry Lowenberg</u>	<u>Friend</u>	<u>3457 Hwy 101 N</u>	<u>738-0453</u>
<u>Dale Barrett</u>	<u>Friend</u>	<u>34107 W. Campbell Loop Rd</u>	<u>738-3425</u>

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. Dowell

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 Bill PHONE 503/738-5410
Last First
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
<u>Joe Busby</u>	<u>Former Employer</u>	<u>35217 Phipps Dr, Mt Vernon, WA</u>	<u>360-422-6883</u>
<u>Bill Franiski</u>	<u>landlord</u>	<u>1984 NW 5 Florence Ave, Gresham, OR</u>	<u>503-380-1482</u>
<u>Gayle Spear</u>	<u>Neighbor</u>	<u>50 - 7th Ave, Seaside, OR</u>	<u>503-738-7942</u>

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 Bill 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 TEOPLE KATHLEEN PHONE 738-3155

ADDRESS Last 33230 First 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 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
<u>WILLIS VANDUSEN</u>	<u>BROTHER-IN-LAW</u>	<u>2314 IRVING ASTORIA</u>	<u>325-2829</u>
<u>HAC SNOW</u>	<u>ATTNY / FRIEND</u>	<u>801 COMMERCIAL "</u>	<u>325-2125</u>
<u>ROSEMARY LAW</u>	<u>EMPLOYER</u>	<u>610 18th "</u>	<u>325-5102</u>

(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 Teople

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 TERRY PHONE 503-738-7108 HM
Last First 503 738-6334 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 Cattlemen 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
<u>Steve Fick</u>		<u>Astoria, Or.</u>	<u>503-325-5252</u>
<u>Davis Peake</u>		<u>Garibaldi, Or.</u>	<u>503-318-8351</u>
<u>Louise Howard</u>		<u>Natchotta, WA.</u>	<u>360-783-2081</u>

(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 J. 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 POB 2270 GEARHART, OR 97138-2276
LENGTH OF TIME IN SEASIDE 30415. '79-'97
ARE YOU A REGISTERED VOTER IN SEASIDE: Yes No
OCCUPATION RETIRED
PAST OCCUPATIONS MECHANIC
RANCHER

List committee/commissions you are currently appointed to: SEAS Planning
Clat. City 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 (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 Jon Terry Hartwig RELATIONSHIP — ADDRESS BELL BVOY. PHONE _____

(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 JOHN 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 DEVL STATE OREGON - BIOMASS BUSINESS DEVELOPMENT

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

ASTORIA PORT DISTRICT COMMISSION CLATSOP COUNTY ECONOMIC DEVELOPMENT (DISBANDED)
CLATSOP COUNTY COMMISSION 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 SR. VP - RELIANCE CONSULTING
PRESIDENT TALLEY INDUSTRIES VP - ULTRASYSYSTEMS
PRESIDENT ENTERPRISE MANAGEMENT & DEVL SCHOOL BOARD PLANNING COMMISSION
ECONOMIC REVITALIZATION COMMISSION

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

URBAN PLANNING SMALL BUSINESS DEVELOPMENT CONSTRUCTION MANAGEMENT
TRAFFIC STUDIES TECHNOLOGY TRANSFER REAL ESTATE DEVELOPMENT
ENVIRONMENTAL IMPACT MARKET RESEARCH - INDUSTRIAL ENERGY DEVELOPMENT
BUSINESS FEASIBILITY MANAGEMENT OF TECHNICAL ORGANIZATIONS 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)

NAME	RELATIONSHIP	ADDRESS	PHONE
<u>JACK BLAND</u>	<u>PORT OF ASTORIA COMMISSIONER</u>	<u>GEORGET</u>	
<u>RICK GARDNER</u>	<u>EXECUTIVE DIR CLATSOP ECONOMIC DEVELOPMENT RESOURCES</u>	<u>CANNON BEACH</u>	
<u>DR. MURKIN</u>	<u>CLATSOP COUNTY COMMISSIONER</u>	<u>CANNON BEACH</u>	

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 [Signature]

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 is 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 least 12 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 Michael PHONE 503 / 939 - 6155
Last First

ADDRESS 241 Ave U Seaside, OR 97138

LENGTH OF TIME IN SEASIDE 4 years

ARE YOU A REGISTERED VOTER IN SEASIDE: Yes No

OCCUPATION Hotel 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:
- Pest 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 ways)

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
<u>Steve Pillard</u>	<u>Supervisor/Parent</u>	<u>CA</u>	<u>559-936-3200</u>
<u>Pawn Dunkle</u>	<u>Business Associate</u>	<u>Portland</u>	<u>503-598-1085</u>
<u>Amy Veil</u>	<u>Business Associate</u>	<u>Portland</u>	<u>503-805-6961</u>

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 7, 2012

NAME PERKEL ROBERT PHONE 503, 850-7991
Last First
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: with the City of Seaside TRANSPORTATION ISSUES

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:
To like to work with people, having good organizational skills.

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
<u>Bill Carpenter</u>	<u>FRIEND (less than 2 yrs)</u>		
<u>John Morris</u>	<u>FRIEND</u>		<u>503-440-0381</u>
<u>Jack Greenwood</u>	<u>FRIEND + neighbor</u>		<u>503-440-7593</u>
<u>Dennis Bradigan</u>	<u>FRIEND</u>		<u>503-338-8771</u>

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.

INTERGOVERNMENTAL AGREEMENT
SITE SPECIFIC SUPPLEMENTAL
TILLAMOOK HEAD COMMUNICATIONS SITE

Pursuant to and in accordance with ORS 190, this **SITE SPECIFIC SUPPLEMENTAL AGREEMENT** ("Agreement") is made and entered into between and among the State of Oregon acting by and through the Oregon Department of Transportation, hereinafter referred to as "State", and Clatsop County, Tillamook County Emergency Communications District, City of Seaside on behalf of Seaside 911 (Seaside 911), and City of Astoria on behalf of Astoria 911 (Astoria 911), acting by and through their designated officials hereinafter referred to as "Local Agencies" all herein referred to individually or collectively as "Party" or "Parties."

DEFINITIONS

1. Definitions

- a "Co-location" means the locating by a Lessee of Wireless Communications Equipment on a common support structure or in an Equipment building at a Site owned or leased by a Controlling Party.
- b "Controlling Party" means the Party identified as the Controlling Party under this Site Specific Supplemental Agreement.
- c "Facility" means a tower, other support structure, or building located at a Site that houses Communications Equipment, including Radio or Microwave transmitters, receivers, associated accessories and ancillary Equipment, or a Radio/Microwave antenna or satellite support structure, or a combination of the above.
- d "Governing Documents" means both the Master Intergovernmental Agreement for Sharing Multiple Wireless Communications Sites and Site Specific Supplemental Agreement.
- e "Lessee" means the Parties identified as the Lessee on the applicable Site Specific Supplemental entered into pursuant to the Sharing Agreement.
- f "Master Intergovernmental Agreement for Sharing Multiple Wireless Communications Sites" means the "Sharing Agreement" which defines the Terms and Conditions required when sharing or Co-locating on Wireless Communication Sites.

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Agreement No. 28063

- g "State Radio Project" or "the Radio project" formerly known as Oregon Wireless Interoperability Network ("OWIN").
- h "Site Sharing" means the locating by Lessees of Wireless Communications Equipment on a Site owned or leased by a Controlling Party pursuant to the Sharing Agreement and this Agreement.
- i "Site" means one of the physical locations described in the Sharing Agreement, number 27325, its Exhibit A. and this Agreement along with any additional Exhibits that may be added from time to time by Amendment to the Sharing Agreement or this Agreement, that is occupied by or will be occupied by Facilities and Wireless Communications Equipment used by the Parties.
- j "Site Specific Supplemental Agreement" means this agreement for a Site between the Controlling Party and the Lessee at the Site. Each Site Specific Supplemental is comprised of the Sharing Agreement number 27325, its Exhibit A and this Agreement and Exhibits for the Tillamook Head Site.
- k "Wireless Communications" means Communications accomplished without the use of a hard wire connection via Radio, Microwave or infrared technologies, including but not limited to fixed, mobile, and portable radios licensed under Federal Communications Commission rules and regulations as detailed in 47 CFR Parts 90 and 101, cellular phones, Wireless networking (i.e. WiFi, WiMAX), or satellite Communications.
- l "Wireless Communications Equipment" means Communications Equipment, including but not limited to routers, antenna, other transmitting or receiving Equipment for Radio and Microwave, and associated accessories and ancillary devices used to support Wireless Communications.

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. Pursuant to the Oregon Laws 2010, Chapter 107 (HB 3696), sections 52 through 58, the Oregon Legislature transferred the State Radio Project (also known as OWIN), including all duties, functions and powers as well as records and property, from Oregon State Police (OSP) to Oregon Department of Transportation (ODOT). Any leases and sub-leases between your agency and OSP which specifically pertain to the State Radio Project have been transferred from OSP to ODOT by operation of law.
2. The purpose of this Agreement is to define specific roles and responsibilities for the Tillamook Head Site that is suitable for government and public safety Wireless Communications purposes. This Agreement is subject to all of the Terms and

Local Agencies/State
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Conditions contained in Sharing Agreement number 27325 and may be amended only by an amendment signed by the Parties, and if so signed, each Party shall be bound by the terms and conditions contained in that amendment.

3. The Parties grant the other Parties' the right to enter onto their right of way for the performance of duties as set forth in this Agreement.
4. The Parties shall comply with Oregon Forest Practices Oregon Administrative Rule (OAR) Chapter 629, the National Forest Practice Act, the Migratory Bird Treaty Act (16 USC 703-712) and the Endangered Species Act (16 U.S.C. §1531 et seq. (1973), when clearing or removing timber from the Site.
5. The effective date of this Agreement (the "Effective Date") is the date on which the last Party executes the Agreement. The "Initial Term" of this Agreement commences on the Effective Date and expires on June 30 of the 15th year following the Effective Date but is automatically renewed for a subsequent fifteen (15) year term (the "Renewal Term") unless terminated by mutual written consent of the Parties or by the termination described in the Sharing Agreement number 27325.
6. Each Party certifies and represents that the individuals signing this Agreement have been authorized to enter into and execute the Agreement on behalf of its agency, under the direction or approval of its governing body, commission, board, officers, members, or representatives, and to legally bind the Party.
7. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
8. This Agreement, the Sharing Agreement number 27325 and all exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification, or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

THE PARTIES, by execution of this Agreement, hereby acknowledge that its signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

SIGNATURE PAGE TO FOLLOW

Local Agencies/State
Agreement No. 28063

Clatsop County Sheriff's Office, by and through its designated officials

By _____

Date _____

City of Astoria, by and through its designated officials

By _____

Date _____

Tillamook County Emergency Communications District, by and through its by and through its designated officials

By _____

Date _____

City of Seaside, by and through its by and through its designated officials

By _____

Date _____

Tillamook County, by and through its designated officials

By _____

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____

Counsel

Date

STATE OF OREGON, by and through its Department of Transportation

By _____

Major Projects Branch Manager

Date _____

APPROVAL RECOMMENDED

By _____

ODOT/OSP Wireless Section Manager

Date _____

By _____

State Radio Project Partnership Manager

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____

Assistant Attorney General

Date _____

Local Agencies/State
Agreement No. 28063

CONTACTS

State Contacts:

June Carlson, State Radio Project
3210 Del Webb Avenue NE Suite 110
Salem, Oregon 97301-0364
June.k.carlson@odot.state.or.us
(503) 934-2102

ODOT/OSP Wireless Section Manager
455 Airport Rd SE, Building C
Salem, OR 97301-5375
Robert.L.Reish@odot.state.or.us
(503) 986-2896

Local Agencies Contacts:

Lynn Smith
Seaside 911
1091 S Holladay Drive
Seaside, Oregon 97138
503-738-6311
lsmith@cityofseaside.us

Dean Perez
Clatsop County Emergency Management
800 Exchange Street, Suite 400
Astoria, Oregon 97103
dperez@co.clatsop.or.us
(503) 338-3624

Michael Soots, Information Services Director
Tillamook County
201 Laurel Avenue
Tillamook, OR 97141
msoots@co.tillamook.or.us
503-842-3406 x3478

EXHIBIT A

Site Location	Tillamook Head 45.952778 N, - 123.938444 W
Site Type (Backbone Backhaul or Spur and diversity type [Space or Polarization])	Backbone
Land Owner Name and Contact Information	Lewis and Clark Oregon Buyers, managed by the Campbell Group
Tower Owner Name and Contact Information	SBA TOWERS II LLC 5900 Broken Sound Parkway N.W. 2 nd Floor, Boca Raton, FL 33487-2797
Tower Description	Self Supporting, 290 foot, three (3) leg tower
Building Owner Name and Contact Information	SBA TOWERS II LLC 5900 Broken Sound Parkway N.W. 2 nd Floor, Boca Raton, FL 33487-2797
Building Description	
Site Controlling Party's Name	State, Seaside 911, Clatsop County
Nature of Controlling Party Interest	Lessors
If the Controlling Party is not the owner of the Site, have necessary consents been obtained?	Yes Communications Site Lease Agreement (Ground) between SBA Towers II LLC and State. Communications Site Lease Agreement between SBA Towers II LLC and Clatsop County, and Seaside 911
If yes, indicate what consents and Leases and where they can be located.	State Lease number OW-01-0027. A copy of the lease can be obtained at 3210 Del Webb Avenue NE Suite 110 Salem, Oregon 97301-0364 Clatsop County, Seaside 911. A copy of the lease can be obtained at 1091 S Holladay Drive, Seaside, Oregon 97138
Lease Payment Responsibility Sublease Payment Responsibility	Each Party is responsible for lease or sublease payments as described in its lease for this Site.

<p>Access Rights</p>	<p>State has non-exclusive permission to access the Site. Upon termination of the Property Lease access rights are also terminated.</p> <p>Local Agencies have non-exclusive permission to access the Site. Upon termination of the Property Lease access rights are also terminated.</p>
<p>Term of use for this Site for Lease Agreement and Renewal options (Start – End Dates)</p>	<p>State SBA TOWERS II LLC Lease start date: 11-10-2011 and end date 11-10-2016 with two (2) five (5) year extensions. Local Agencies SBA TOWERS II LLC Lease.</p>
<p>Additional State Site Obligations</p>	
<ol style="list-style-type: none"> 1. State Site Specific Communications Manager is ODOT/OSP Wireless Section Manager. 2. State has its own Lease for this Site with SBA TOWERS II LLC. 3. State will schedule, coordinate, and oversee installation of the Microwave System for the link to the Megler Communications Site. 4. State shall assume ownership, operations, control, and maintenance of the Microwave System for the link from Tillamook Head to Megler, upon installation and acceptance of the Microwave Equipment. State will assume ongoing grant requirements. 5. State shall provide demark connection point to State Microwave System backbone at Tillamook Head to the Local Agencies for connection to Seaside 911 and Coxcomb Communications Centers. 6. State shall provide ten (10) Mbs of bandwidth to Local Agencies for high priority traffic, and up to an additional thirty five (35) Mbs of bandwidth for lower priority traffic where available based on prioritization and utilization of network traffic. 7. The technical requirements for State's Microwave Equipment at the Site are identified in the State's SBA TOWERS II LLC Lease. 8. State shall provide power at the Site for the Microwave link, including 800 amp 48 volt batteries providing forty-eight (48) hours back-up power. 9. State shall work with Seaside to determine a backup plan for power beyond the current forty-eight (48) hours battery capacity. 	

Additional Local Agencies Site Responsibilities

1. Local Agencies Site Specific Communications Manager is City of Seaside, Emergency Communications Manager.
2. Tillamook County Emergency Communications District shall provide funding through the 2007 PSIC Grant for the purchase and installation of one (1) Microwave link to the Megler Communications Site.
3. Tillamook County Emergency Communications District shall upon completion and acceptance of the Microwave Dishes, and when the 2007 PSIC Grant obligations are fulfilled, transfer ownership of the Microwave System, including Microwave Dishes, microwave radio equipment, network equipment, and associated hardware for the link between this Site and Megler Communications Sites to the State.
4. Local Agencies has its own lease with SBA TOWERS II LLC for the links from this Site to local Communications Sites. Seaside 911 shall assume ownership, operations, control and maintenance of the local links from this Site to Seaside 911 and Coxcomb Communications Sites.
5. The technical requirements for Local Agencies Microwave Equipment at the Site are identified in the Local Agencies SBA TOWERS II LLC Lease.
6. Clatsop County Sheriff's Office and Seaside 911 shall have its radio equipment installed at this location with a demarcation point for connection to the State Microwave.
7. Local Agencies shall assume ownership of and maintenance responsibility for the Local Agencies owned equipment within the building on the Local Agencies' side of the demarcation point.

Licenses (Type and Responsible Party(s) and each license needed)

1. State shall obtain and maintain all licenses needed for State's Communications Equipment at this Site.
2. Local Agencies shall obtain all licenses needed for Local Agencies Communications Equipment at this Site.
3. If required, the Controlling Party shall ensure a third party permitted at the Site by the Controlling Party, obtains all licenses needed for the third party.
- 4.

<p>Permits (List Type and Responsible Party(s) and each license needed)</p>	<ol style="list-style-type: none"> 1. The Parties shall obtain and maintain all permits needed for its participation in this Site. 2. If required, the Controlling Party shall ensure a third party permitted at the Site by the Controlling Party, obtains all permits needed for the third party's participation in this Site.
<p>Testing upon installation for Wireless Communications interference to be performed by?</p>	<ol style="list-style-type: none"> 1. If required, State shall perform testing on State's newly installed Wireless Communications Equipment. 2. If required, Local Agencies shall perform testing on Local Agencies newly installed Wireless Communications Equipment. 3. If required, the Controlling Party shall ensure a third party permitted at the Site by the Controlling Party, performs testing on its newly installed Communications Equipment.
<p>Mechanism for resolving interference issues</p>	<ol style="list-style-type: none"> 1. State is responsible for resolving interference problems with State's Wireless Communications Equipment over the term of this Agreement. 2. Local Agencies are responsible for resolving interference problems with Local Agencies Wireless Communications Equipment over the term of this Agreement. 3. If any of the Parties to this Agreements' Wireless Communications Equipment is disrupted by a third party permitted at the Site by the Controlling Party, the Controlling Party will mitigate the disruption by ensuring the third party resolves the interference and the

	<p>system is restored to the condition and/or operation prior to the interference.</p>
<p>Removal of Wireless Communications Equipment</p>	<ol style="list-style-type: none"> 1. State is responsible for removing State's Wireless Communications Equipment at the end of the term or termination of this Agreement. 2. Local Agencies are responsible for removing Local Agencies Wireless Communications Equipment at the end of the term or termination of this Agreement. 3. If required, the Controlling Party shall ensure that any third party permitted at the Site by the Controlling Party, removes its Wireless Communications Equipment at the end of the term or termination of this Agreement.
<p>Repair of damaged Wireless Communications Equipment</p>	<ol style="list-style-type: none"> 1. State shall repair State damaged equipment. State shall pay the costs of its Wireless Communications Equipment repair. 2. Local Agencies shall repair and pay for the costs of Local Agencies Wireless Communications Equipment repair. 3. If any of the Parties to this Agreements' Wireless Communications Equipment is damaged by the other Party to this Agreement, the Party causing the damage will be responsible for the cost of the Equipment repair. 4. If any of the Parties to this Agreements' Wireless Communications Equipment is damaged by a third party permitted at the Site by the Controlling Party, it will be the Controlling Party's responsibility

Local Agencies/State
Agreement No. 28063

	to mitigate the damages and ensure the equipment is restored to the condition and/or operation prior to the damage.
--	---

ORDINANCE NO. 2012-01

AN ORDINANCE OF THE CITY OF SEASIDE, OREGON, AMENDING CHAPTER 32 OF THE SEASIDE CODE OF ORDINANCES REGARDING TRANSIENT ROOM TAX

THE CITY OF SEASIDE ORDAINS AS FOLLOWS:

SECTION 1. Amend Section 32.15 of the Seaside Code of Ordinances to read:

32.15 ADMINISTRATION.

(A) The Tax Administrator shall distribute the transient room tax collected in the priority and for the purposes as follows:

(1) Maintaining, upgrading and expansion of the Convention Center building, properties and equipment shall be a priority second only to debt requirements.

(2) Subject to division (1) above, the Tax Administrator shall deposit the transient room tax collected from vacation rentals in the general fund. The remaining revenue shall be allocated as follows:

(a) ~~Twenty and one-tenth percent (20.1%)~~ will be allocated to promote and advertise the city through the ~~City Advertising~~ **Tourism Advisory Committee**, and to operate the Seaside Visitors Bureau as designated by the City Council;

(b) ~~Fourteen and one-half percent (14.5%)~~ **Eighteen and nine-tenths percent (18.9%)** will be allocated to the Public Safety Fund for the general operation of the Police, Fire, Municipal Court and Lifeguards; **(1% is dedicated to the Lifeguard Program)**

(c) ~~Fifty and six-tenths percent (50.6%)~~ **Forty-six percent (46.0%)** will be allocated to the Convention Center Fund, first for payment of ~~Certificates of Participation as described in division (A) (1) of this section,~~ **outstanding debt issues**, second for maintaining, upgrading, and expansion of the Convention Center building, properties, and equipment, and the remainder, if any, to the Convention Center Fund for the general operation of the Seaside Convention Center.

(d) ~~Six Five and one-tenth percent (6.1%)~~ **(5.1%)** will be allocated to the Convention Center Capital Improvement Fund for the maintenance, upgrade, and expansion of the Convention Center building, properties, and equipment.

(e) ~~Three and one-tenth percent (3.1%)~~ **Two and nine-tenths percent (2.9%)** will be allocated to the Capital Improvement & Maintenance Fund (expenditures will be made with City Council approval);

(f) ~~Three and one-tenth percent (3.1%)~~ will be allocated to the Public Works Fund to be used for the maintenance and operation of tourist related facilities;

(g) ~~Two and five four-tenths percent (2.5%)~~ **(2.4%)** will be allocated to a Prom Improvement Fund to be used for the maintenance, reconstruction, or expansion of the Prom system.

(h) One and five-tenths percent (1.5%) will be allocated to the Emergency Readiness Fund to be used for emergency preparedness education and supplies for the general population (both full time and seasonal).

SECTION 4. The amendments in Section 32.15 will become effective January 1, 2012.

ADOPTED by the City Council of the City of Seaside on this ____ day of _____, 2012, by the following roll call vote:

- YEAS:
- NAYS:
- ABSTAIN:
- ABSENT:

SUBMITTED to and **APPROVED** by the Mayor on this ____ day of _____, 2012.

DON LARSON, MAYOR

ATTEST:

Mark J. Winstanley, City Manager



KERN & THOMPSON, LLC

Certified Public Accountants

January 1, 2012

Honorable Mayor
Members of the City Council, and
Mark J. Winstanley, City Manager
City of Seaside, Oregon
989 Broadway
Seaside, Oregon 97138

We are pleased to confirm our understanding of the services we are to provide the City of Seaside, Oregon for the year ended June 30, 2012. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate component units, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements of the City of Seaside, and the separate basic financial statements of its component unit, the Seaside Urban Renewal Agency, as of and for the year ended June 30, 2012 (collectively referred to hereafter as the City).

Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to accompany the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's MD&A in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtain during our audit of the basic financial statements. We will not express an opinion or provide any other assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. Accordingly, the MD&A required by generally accepted accounting principles will be subjected to certain limited procedures, but will not be audited.

Supplementary information other than RSI also accompanies the City's basic financial statements. We will subject the following RSI and the following other supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the basic financial statements as a whole:

RSI:

General Fund and Major Special Revenue Funds Budgetary Comparison Schedules

Other Supplementary Information:

Non-Major Governmental Funds Combining and Budgetary Comparison Schedules

Enterprise Funds Combining and Budgetary Comparison Schedules

Schedules of Property Tax Transactions

Schedule of Accountability of Independently Elected Officials

City of Seaside, Oregon
January 1, 2012
Page Two

The following additional information accompanying the basic financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and for which our auditor's report will disclaim an opinion.

Introductory Section
Statistical Information

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the additional information referred to in the first paragraph when considered in relation to the basic financial statements taken as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America, the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and the *Minimum Standards for Audits of Oregon Municipal Corporations*, and will include tests of the accounting records of the City and other procedures we consider necessary to enable us to express such opinions. If our opinions on the financial statements are other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement. Our audit of the financial statements does not relieve you or management of your responsibilities.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and compliance will include a statement that the report is intended solely for the information and use of management, the body or individuals charged with governance, others within the entity, and specific legislative or regulatory bodies, and is not intended to be and should not be used by anyone other than these specified parties. If during our audit we become aware that the City is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. As part of the audit, we will assist with preparation of your financial statements and related notes. You are responsible for making all management decisions and performing all management functions relating to the financial statements and related notes and for accepting full responsibility for such decisions. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee any nonaudit services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them.

City of Seaside, Oregon
January 1, 2012
Page Three

Management is responsible for establishing and maintaining effective internal controls, including monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; for the selection and application of accounting principles; and for the fair presentation in the financial statements of the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the [Name of Governmental Unit] and the respective changes in financial position and cash flows, where applicable, in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for ensuring that management and financial information is reliable and properly recorded. Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants for taking timely and appropriate steps to remedy any fraud, illegal acts, violations of contracts or grant agreements, or abuse that we may report. You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that indicates that we have reported on the supplementary information. You also agree to present the supplementary information with the audited financial statements.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

City of Seaside, Oregon
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Because an audit is designed to provide reasonable, but not absolute assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures—Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our reports on compliance issued pursuant to *Government Auditing Standards* or the *Minimum Standards for Audits of Oregon Municipal Corporations*.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

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If you request, we will provide copies of our reports directly to the Division of Audits of the Oregon Secretary of State on your behalf; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Kern & Thompson, LLC and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to the Division of Audits of the Oregon Secretary of State or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Kern & Thompson, LLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Division of Audits of the Oregon Secretary of State. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to perform preliminary audit work in late May 2012, final audit field work during October 2012, and to issue our reports no later than December 15, 2012. Rick Proulx is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services are based on our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.), except that **we agree that our all-inclusive fee, including expenses, will not exceed \$40,000.** The fee estimate is based on anticipated cooperation from City personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with the City's management and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Payment is due upon receipt of the invoice. If not paid when due, a late charge of 1-1/2% per month will be imposed and we shall be entitled to stop rendering services until payment is made. In accordance with our firm policies, work may be suspended if the City's account becomes 90 days or more overdue and will not be resumed until the City's account is paid in full.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2008 peer review report accompanies this letter.

We appreciate the opportunity to be of service to the City of Seaside and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

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Very truly yours,

KERN & THOMPSON, LLC



Richard V. Proulx, CPA

RVP/ljn
Enc.

RESPONSE:

This letter correctly sets forth the understanding of the **CITY OF SEASIDE**

By: _____

Title: _____

Date: _____

CONTRACT

THIS CONTRACT, made this 1st day of January, 2012, in accordance with the requirements of Oregon Revised Statutes 297.405 through 297.555 between **KERN & THOMPSON, LLC**, Portland, Oregon, Certified Public Accountants (Auditor), and the **CITY OF SEASIDE**, Seaside, Oregon (Client), provides as follows:

It hereby is agreed that Auditor shall conduct an audit of the accounts and fiscal affairs of Client for the period beginning July 1, 2011, and ending June 30, 2012, in accordance with the Minimum Standards for Audits of Municipal Corporations as prescribed by law. The audit shall be undertaken in order to express an opinion upon the financial statements of Client, and the separate financial statements of the Seaside Urban Revenue Agency (a component unit of the City of Seaside), and to determine if the Client has complied substantially with appropriate legal provisions.

Auditor agrees that the services contracted to perform under this contract shall be rendered by or under personal supervision and that the work will be faithfully performed with care and diligence.

It is understood and agreed that, should unusual conditions arise or be encountered during the course of the audit whereby the services of Auditor are necessary beyond the extent of the work contemplated, written notification of such unusual conditions shall be delivered to the Client, who shall instruct in writing Auditor concerning such additional services, and that a signed copy of each such notification and instruction shall be delivered immediately to the Secretary of State by the party issuing the same.

The audit shall be started as soon after this contract is executed as is agreeable to the parties hereto and shall be completed and a written report thereon delivered within a reasonable time, but not later than six months, after the close of the audit period covered by this contract. Adequate copies of such report shall be delivered to the Client, and its form and content shall be in accordance with and not less than that required by the Minimum Standards for Audits of Oregon Municipal Corporations.

It is understood and agreed that the Client is responsible for such financial statements as may be necessary to fully disclose and fairly present the results of operations for the period under audit and the financial condition at the end of that period. Should such financial statements not be prepared and presented within a reasonable period of time, it is understood that Auditor shall draft them for Client. The cost of preparing such financial statements shall be included in the fee for conducting the audit as set forth below.

It is understood and agreed that either party may cancel this Contract by giving notice in writing to the other party at least ninety (90) days prior to July 1 of any year.

In consideration of the faithful performance of the conditions, covenants, and undertakings herein set forth, the Client hereby agrees to pay Auditor the sum of **\$40,000.00**, and the Client hereby affirms that proper provision for the payment of such fee has been or will be duly made and that funds for the payment thereof are or will be made legally available.

KERN & THOMPSON, LLC

CITY OF SEASIDE, OREGON

By:  , CPA

By: _____